

120192-E1

**Petition for Formal Proceeding Pursuit to Rule 25.22.029 Florida  
Administrative Code**

RECEIVED FPSC  
12 NOV -9 AM 11:20

Re: PSC-12-0556-PAA-EI  
Evans V Teco

COMMISSION  
CLERK

COMES NOW Robert D. Evans (hereinafter referred to as "Evans"), as owner of and for the benefit of a property known as 7207 Alafia Ridge Rd, Riverview, FL 33569 (hereinafter referred to as "Subject Property"), and requests the initiations of proceedings before an administrative judge pursuant to and in conformity with Florida Administrative Code 28-106.201 and Florida Statutes 120.569 and states affirmatively that this matter involves disputed issues of material fact which requires the intervention of an administrative judge to reconcile and resolve in the form of an evidently proceeding.

**Procedural History**

1. On July the 17<sup>th</sup> 2012 a docket was established for Mr. Evans before the Public Service Commission.
2. On July 12<sup>th</sup> 2012 Evans filed a Petition page detailed factual assertion and delineation of factual dispute with the Florida Public Service Commission. Attached hereto as exhibit 1.
3. Prior to this docket being established Mr. Evans brought an action against Teco in the 13<sup>th</sup> Judicial District whereby, the presiding Judge stayed the action with directions for the parties to seek the intervention of the Public Service Commission prior to returning to the honorable court.
4. On August 1, 2012 Teco filed a response to Mr. Evans petition denying liability and requesting denial of Mr. Evans request of relief.

DOCUMENT NUMBER-DATE

07590 NOV-9

FPSC-COMMISSION CLERK

5. On September the 6<sup>th</sup> 2012 an informal telephone conference was held for the purposes of ascertaining the facts in which to brief the counsel.
6. Subsequently on October 9, 2012 the Public Service Commission entered an order number PSC-12-0556-PAA-EI on docket item number 120192-EI denying Mr. Evans requested relief and advising Mr. Evans to file this petition pursuant to rule 25-22.029 and in conformity with 28-106.201 on or before the close of business on business November the 9<sup>th</sup> 2012.
7. Subsequently on October 9, 2012 the Public Service Commission ignored and failed to address the issues of material fact that are outside the councils ability to consider and reconcile.
8. Subsequently on October 9, 2012 the Public Service Commission failed to consider the entirety of the pleadings and documents provided by Evans in the entry of its order and instead relied solely on the “informal” report by staff and Teco’s filings.
9. This action as a matter of law requires the Public Service commission to refer the matter to an Administrative Judge for a finding of fact.

**Disputed Factual Assertions and Argument**

10. Whether Teco had been previously paid for the instillation of underground cable in an existing underground conduit.
11. Whether Teco’s refusing to produce records pursuant to 25-6.093 or in the alternative if the failure to maintain said records constitutes a valid absolute defense.
12. Whether Teco’s refusing to produce records pursuant to 25-6.093 or in the alternative if the failure to maintain said records shifts the burden of proof to Evans.
13. Whether Evans was obligated to pay Teco for the instillation of underground cable in an existing underground conduit.

14. Issues of material fact in dispute specifically delineated and described in exhibit 2 attached hereto.

**Statement of Relief Sought by Petitioner**

Evans request that the proposed agency order number PSC-12-0556-PA-EI be set aside and that this matter be referred to an administrative judge for determination of material issues of disputed fact in accordance with Florida Statue and as required by Administrative Code.

WHEREFORE, Subject Property through Evans respectfully requests this court to enter an order requiring the specific performance of Teco in providing electrical service through the prior executed contract to Subject Property.

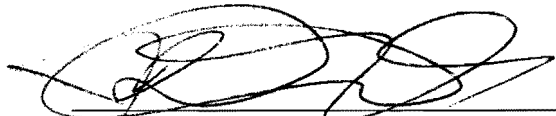
Dated: Nov 8, 2012

Verified as True and Correct by:



Robert D. Evans

Respectfully submitted,



J. Benton Stewart, II, Esquire  
FL Bar No.: 0126969  
Stewart Law, P.L.L.C.  
Counsel for Petitioner  
11705 Boyette Road, Suite 205  
Riverview, FL 33569  
Telephone: (813) 354-6446  
bstewart@trialwork.net



**The Stewart Law, P.L.L.C.**

11705 Boyette Road Suite 205  
Riverview, Florida 33569  
bstewart@trialwork.net

31 May 2012

Public Service Commission  
Filing Clerk

Re: Evans property 7207 Alafia Ridge Road Riverview, Florida 33569

Dear Clerk,

I am submitting the enclosed package for the benefit of Robert D. Evans. The subject matter for this complaint was originally brought before the county court for the thirteenth judicial circuit in and for Hillsborough County Florida case number 2011-40411 Division H, Robert D. Evans (Plaintiff) v. Tampa Electric Company (Defendant). In that action Tampa Electric brought motion to dismiss based on their contention that Mr. Evans was required to bring the gravamen of this complaint before the Public Service Commission. Mr. Evans contented that the gravamen of his complaint rested outside the jurisdiction of the Public Service Commission. In an effort to amicably resolve the differences between the parties I contacted the Public Service Commission and was informed that the Commission would not hear Mr. Evans complaint while it was pending in a state court. Upon agreed motion between the Plaintiff's and the Defendant's in the state court action the judge entered the order attached in the package, stating that he would suspend the action in state court to allow the Public Service Commission to make a determination of whether Mr. Evans complaint was within their jurisdiction to hear and determine whether or not they could reach a final resolution to this matter.

Based on the order of the court Mr. Evans is now submitting his petition to the honorable counsel for their determination on whether they have jurisdiction to hear this matter and whether they can rule as to a finalization to the claims included.

In the underlying action Tampa Electric company was represented by Mr. Tim Connelly.  
(100 S Ashley Dr Ste 1700 Tampa, Florida 33602 Phone:813.229.2121)

If you have any questions please feel free to contact me.

Respectfully submitted,

J. Benton Stewart, II, Esquire

cc: Robert D. Evans

Exhibit "1"

RECEIVED PSC  
12 NOV -9 AM 11:21  
COMMISSION  
CLERK

# **7207 Alafia Ridge Road Riverview, Florida 33569**

## **Teco Underground Utilities**

### **Critical Dates**

**July 27, 1988** Site plan prepared by Gene Copeland Surveying of subject property depicting two (2) Proposed Residences and a Proposed Storage & Bath House.

**January 26, 1989** Site plan provided to Hillsborough County EPC to obtain Tree Removal Permit to commence construction on one (1) of the two Proposed Residences as shown on site plan dated July 27, 1988.

**March 10, 1989** Underground Easement executed by then owner, Dennis R. Burke, to Tampa Electric Company, to facilitate the installation of "underground lines and conduit..."

**March 22, 1989** Telephone Distribution Easement executed by Dennis R. Burke, to General Telephone Company of Florida for underground service as depicted on Exhibit "A" attached.

**April 11, 2006** John Grygiel filed application of Electrical Permit citing TECO Layout 705238.

**October 4, 2010** Spoke with Greg Kieninger of Teco to inquire about timeframe and procedure in obtaining power for irrigation well to subject property. Greg said that Teco had no record of any conduits on the property and denied ownership of the existing underground conduits. He said that Teco would not expend the capital expense to extend electrical service to the property just for irrigation well as it did not generate adequate revenue to Teco from a usage standpoint. He cited that he owned stock in Teco and could not financially justify to expenditure.

**October 13, 2010** Closed of the subject property.

**February 2011** Site inspections by Griffin Utilities and Team Fishel (underground utility subcontractors for Teco) confirmed that they had not installed the existing underground conduits, but believed that Teco had installed them as they were to Teco standards.

**May 25, 2011** Letter to Mr. Harry Heuman, Hillsborough County Building Department, regarding request for Nonresidential Farm Building Exemption for the Maintenance Barn noting Teco's refusal to provide power.

**October 7, 2011** Met with Greg Kieninger and Karen Campbell at Teco main office to inform them that construction of the Maintenance Barn was now underway. Provided them copies of easements and showed them the two site plans referenced above.

**October 26, 2011** Met with Greg Kieninger, Tom Jordan and Clinton Pinder at the subject property. Maintenance Barn was under construction and reinforced the need of power now that my demands would be greater than just irrigation well. They repeatedly denied that Teco owned the existing conduit or that Teco had any records of installing the underground conduit. They said that Teco would be willing to provide the requested underground service for a fee.

When I asked who Teco sent onto the property to repair the underground conduit under the creek in February 2011, they denied that Teco had any knowledge of such repair. Only when I stated that I had two witnesses did they change their story and admit that John Dye of Teco had conducted the inspected and subsequent repair.

**November 17, 2011** Received quote from Teco that providing power would be either \$5,276.15 or \$13,976.15, depending on usability of existing conduit.

IN THE COUNTY COURT OF THE THIRTEENTH JUDICIAL CIRCUIT IN AND  
FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA  
CIVIL DIVISION

ROBERT D. EVANS

CASE NO.: 2011 40411

Plaintiff,

DIVISION: H

v.

TAMPA ELECTRIC COMPANY,

Defendants.

---

**ORDER**

THIS CAUSE having come before the Court upon Defendant, TAMPA ELECTRIC COMPANY'S, Motion to Dismiss the Plaintiff's First Complaint, it is hereby:

ORDERED AND ADJUDGED as follows:

1. Defendant states, among other reasons, that the Plaintiff failed to exhaust his available administrative remedy by first seeking the intervention of the Florida Public Service Commission. Without addressing the merits of Defendant's motion, I hereby withhold ruling and order the parties to submit their claim to the Florida Public Service Commission for determination. I am staying this proceeding until after the entry of an opinion by the Florida Public Service Commission, at which time the parties may reset this matter before the Court and address any outstanding issues.

DONE AND ORDERED in Chambers at Tampa, Hillsborough County, Florida this

\_\_\_\_\_ day of May 2012.

**ORIGINAL SIGNED**

**MAY 25 2012**

**MARGARET T. COURTNEY  
COUNTY JUDGE**

\_\_\_\_\_  
Honorable Margaret T. Courtney  
Circuit Court Judge

Copies to:

J. Benton Stewart II, Esquire, 11705 Boyette Rd Suite 205 Riverview FL 33569  
Timothy C. Conley, Esquire, Post Office Box 838, Tampa FL 33601-0838

## **PETITION**

COMES NOW Robert D. Evans (hereinafter referred to as "Evans"), as owner of and for the benefit of a property known as 7207 Alafia Ridge Rd, Riverview, FL 33569 (hereinafter referred to as "Subject Property"), and brings this claim to Florida's Public Service Commission (hereinafter referred to as "Commission") against Tampa Electric Company (hereinafter referred to as "TECO") by through undersigned counsel, on this verified Petition and states in support thereof as follows:

1. Evans is a resident in Hillsborough County Florida.
2. At all times relevant hereto, Teco was a public services and utilities company located within and capable of providing services to the Subject Property in Hillsborough County, Florida.
3. On or about July 27, 1988, a site plan was prepared by Gene Copeland Surveying of Subject Property depicting two proposed residences and a proposed storage and bath house. Attached hereto as Exhibit "A"
4. On or about January 26, 1989, said site plan was provided to Hillsborough County EPC to obtain tree removal permits to commence construction on one of the two proposed residences as depicted on the site plan of July 27, 1998. Exhibit "A"
5. On or about March 10, 1989, Teco negotiated and executed an underground utility easement from the then property owner, Denise R. Burke, to facilitate the installation of the "underground lines and conduit..." in order to provide electrical service for the planned improvements. Said underground utility easement is recorded in the Public Records of Hillsborough County, Florida, OR Book 5746, Page 870. Attached hereto as Exhibit "B"



6. On or about March 22, 1989, a telephone distribution easement was negotiated and executed by the then property owner, Denise R. Burke, to the favor of General Telephone Company of Florida for underground services and the installation of underground communication wiring and conduit. Said telephone distribution easement is recorded in the Public Records of Hillsborough County, Florida, OR Book 55658, Page 625. Attached hereto as Exhibit "C"
7. During the time frame material hereto, Subject Property has been and continues to be agricultural property operated for the furtherance of agricultural enterprise.
8. Evans acquired said Subject Property from Mr. John Grygiel for the purposes of expanding its agricultural production capacity and improving said property relying on Teco to provide electric service to aid in the improvement of the Subject Property, as the existing underground utility conduits were clearly visible.
9. As a requirement to its more efficient and expanded agricultural use, the Subject Property requires irrigation and power to comply with the requisite standards of animal husbandry.
10. Prior to Evans' acquiring the Subject Property, underground utility conduits were installed by both TECO and General Telephone Company of Florida as set forth in the respective underground utility easements, as preparation for the full installation of "necessary appurtenances", with terminal ends.
11. TECO installed "pull wires" through the length of the underground conduit, commencing from the Teco utility pole, number 239046-30351, along Alafia Ridge Road right of way, through the Subject Property and to a terminus end on the Subject Property, to facilitate the installation of electrical service.

12. On or about October 4, 2010 Evans spoke with the actual and apparent agent of Teco, Mr. Greg Kieninger, to inquire about timeframe and procedure in obtaining power for irrigation well to Subject Property.
13. During said conversation, Mr. Kieninger said that Teco had no record of any conduits on the Subject Property and denied ownership of the existing underground conduits or underground utility easement.
14. Evans requested that Mr. Kieninger institute the requisite procedures to supply power to said Subject Property to aide in the agricultural use and maintenance of the necessary pasture improvements.
15. Mr. Kieninger said that Teco would not expend the capital expense to extend electrical service to the Subject Property just for irrigation well as it did not generate adequate revenue to Teco from a usage standpoint. He cited that he owned stock in Teco and could not financially justify the expenditure as an employee or stock holder.
16. On or about October 13, 2010, Evans closed on the purchase of the Subject Property and became the owner of record. Attached hereto as Exhibit "D"
17. On or about February of 2011, site inspections were conducted by Griffin Utilities and Team Fishel, both of whom are underground utility subcontractors for Teco.
18. Both subcontractors independently confirmed that they were not the original installers of the existing underground conduits.
19. Both subcontractors confirmed that based on their best knowledge and belief the conduits had been installed by Teco contractors and were installed to Teco standards.

20. Teco does not commence the installation of underground conduits on private property unless (1) an underground utility easement over the property has been fully negotiated, executed and recorded, and (2) a service contract has been executed and prepayment has been made for the installation of the underground conduit, transmission lines and transformer.
21. On or about May 25, 2011 Evans wrote to Mr. Harry Heuman, Hillsborough County Building Department, regarding request for an exemption to build a non residential farm building on the subjects property noting Teco's refusal to provide power, including a site plan of the Subject Property and the location of the proposed maintenance barn. Attached hereto as Exhibit "E"
22. On or about October 7, 2011, Evans met with actual and apparent agents of Teco, Ms. Greg Kieninger and Ms. Karen Campbell at Teco's main office, Tampa, Florida to inform them that construction of the previously sited maintenance barn was underway.
23. At that meeting, Evans showed said Teco agents the site plan referenced herein as Exhibit "A"; provided them with copies of the easement which Teco maintained referenced herein as Exhibit "B"; and showed them the Agricultural Exemption from Hillsborough County authorizing the construction of the maintenance barn, dated July 9, 2011. Attached hereto as Exhibit "F"
24. On or about October 26, 2011, Evans met with actual and apparent agents of Teco, Mr. Greg Kieninger, Mr. Tom Jordan and Mr. Clinton Pinder, at the Subject Property.
25. At the time of this meeting the agricultural maintenance barn was under

construction and agents were given actual notice and physical evidence that the power demand would be greater than simply an irrigation well by demonstrating that a maintenance facilities and equipment were going to be in place. Evans also informed them that he had a reasonable belief that future expansions may occur to the facilities as need dictated.

26. At the October 26, 2011 meeting, Teco's agents denied that Teco owned the existing underground conduit or that Teco had any records of installing the underground conduit on Subject Property.
27. At the October 26, 2011 meeting, Teco's agents stated that they would be willing to provide the requested underground service to Subject Property for an additional fee from Evans.
28. At the October 26, 2011 meeting, Evans inquired of Teco's agents who Teco representative had authorized the entry on to the Subject Property without prior notice to Evans to effect the inspection and repair of the underground conduit which required jack and bore techniques during the month of February 2011.
29. Teco's agents denied that Teco had any knowledge of such repair or entry.
30. Evans stated that there were witnesses who had personally seen Teco employees or sub contractors enter onto Subject Property and effect said repairs.
31. Upon Evans relating this information to Teco's agents, the agents admitted that Mr. John Dye, an agent of Teco, had conducted the inspection and subsequent repairs of the underground conduits.
32. By entering Subject Property, Teco expressly acknowledged and exercised that an easement exists on the Subject Property for Teco's benefit.

33. By exercising dominion and control over the underground conduit and effecting inspections and repairs without a request from Evans or prior notice to him, Teco expressly acknowledged that they own and maintain the existing conduit on Subject Property.
34. On or about November 17, 2011 Teco provided Evans a quote which stated that they would be willing to supply power to the Subject Property for a range of \$5,276.15 to \$13,976.15, depending on usability of the existing underground conduit which Teco had previously inspected and repaired. Attached hereto as Exhibit "G"
35. Hillsborough County issued an electrical permit for connection of electrical lines from the maintenance barn to the Teco transformer that is to be located on the Subject Property, in order to provide electrical service, which is currently in effect, permit number NEL-31959.
36. All conditions required precedent to the installation of a transformer and electrical service to Subject Property have been met or waived by act, omission or deed.
37. Subject Property through Evan's suffered a monetary damage through a loss of agricultural assets due to Teco's refusal to honor their pre-existing contract.
38. Economic damages accrued as agricultural enterprises could not proceed in an efficient fashion without the supply of power.
39. Irrigation of improved pastoral land cannot occur without supply of electrical power.
40. Evans has spent time, money, and resources to improve the existing pastoral land which went to waste due to Teco's refusal to supply adequate power.

41. Evans has spent time efforts and money as a direct result of Teco's actions.
42. In an attempt to mitigate economic harm Evans agreed to pay Teco's demanded sum under protest with the agreement that he could contest payment and seek remittal of proffered sum through all avenues so available to him.
43. Teco agreed to said conditions and accepted Evan's offer of proffered funds.
44. Teco received an easement of entry into the property by virtue of the contract.
45. Teco received indeterminate valuable and good consideration at the time of entry into the contract.
46. Teco installed and continues to maintain the underground utilities conduit through Subject Property.
47. Upon accepting of easement and partial performance of installing subterranean chase Teco entered a valid and binding contract for the benefit of Subject Property.
48. Said contract runs with the property and benefits the property.
49. Teco refused to fulfill their obligation under the contract after partial performance by failing to finish the installation of the required infrastructure required for the delivery of electrical service.
50. The parties to the original contract Teco and prior Subject Property owner entered into to directly benefit the value and use of Subject Property and subsequent owners.
51. Teco has breached their contract by failing to fulfill their obligation under the prior entered into contract which runs with Subject Property.
52. Evans filed a claim with the Court in the 13<sup>th</sup> Judicial district seeking redress and

Declaratory relief among other counts. See (compliant) Robert D. Evans v. Tampa Electric Company attached here to.

53. The declaration requested a factual determination as to dominion control and ownership of underground conduit located on Subject Property owned by Evans.
54. A privilege and right to utilities service is dependant upon the facts before the Commission as alleged herein.
55. Teco has an actual present adverse and antagonistic interest in the subject matter contained herein and seeks to profit in an unjust legal and factual fashion as a result of the position which they have undertaken.
56. Said antagonistic and adverse interests are before this Commission by process of the facts alleged and contained herein.
57. The relief sought in the form of declaratory judgment is not the seeking of legal advice or questions padded by curiosity, but rather a matter of finding of fact that is clear enough equitable.
58. Evans respectfully requests this Commission to enter declaratory judgment stating that,
  - a. A valid easement existed through subject's property for Teco's benefit.
  - b. Teco exercised dominion and control over underground utility conduit installed on Subject Property.
  - c. Teco has failed to perform their obligations pursuant to their easement and exercise of control over Subject Property
  - d. Teco as a matter of law and fact had an obligation to finish their partial performance by completing the required infrastructure to allow the delivery of

electrical service to Subject.

59. Teco entered a contract whereby they were to provide the underground lines, conduit, including necessary appurtenances, to Subject Property as so required to supply electrical power to said Subject Property.
60. Teco abandoned the intent at the root of the contract and through its failure to perform altered the rest of the contract contrary to what was intended and contracted at the time of entry.
61. Teco's breach was material in fact and law.
62. Teco has willfully defaulted and willfully failed to perform.
63. Evans and Subject Property have fully performed all conditions, conveniences and promises that were required to be performed.
64. Evans, as owner of Subject Property, has suffered damages caused by defendant's breach.

WHEREFORE, Subject Property through Evans respectfully requests this Commission to enter an order requiring the return of monies submitted by Evan's in an effort to mitigated damage and statutory interest on said sum from the date of proffer to the date of this ruling along with reasonable attorney's fees and cost.

Dated: May 3 /   , 2012

Verified as True and Correct by:

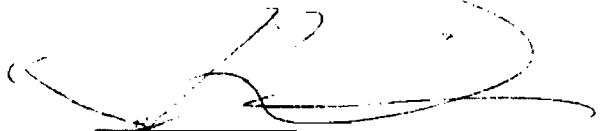
  
\_\_\_\_\_  
Robert D. Evans



**CERTIFICATE OF SERVICE**

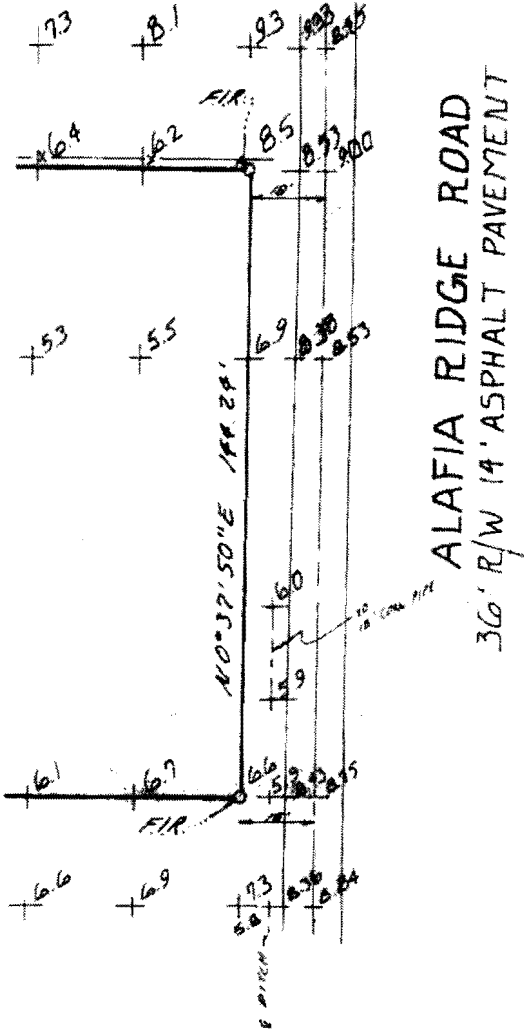
**I HEREBY CERTIFY** that a true and correct copy of the foregoing was served via regular U.S. Mail to Tim Conley at Lau, Lane, Pieper, Conley & McCreadie, P.A. Wells Fargo Center, Suite 1700 100 South Ashley Drive Tampa, Florida 33602 on this 12 day of July 2012.

Respectfully submitted,



J. Benton Stewart, II, Esquire  
FL Bar No.: 0126969  
Stewart Law, P.L.L.C.  
Counsel for Plaintiffs  
11705 Boyette Road  
Suite 205  
Riverview FL 33569  
Telephone: (813) 354-6446

EXHIBIT 'A'  
1 OF 4



ALAFIA RIDGE ROAD  
36' R/W 14' ASPHALT PAVEMENT

THIS IS NOT A BOUNDARY SURVEY

*Elevation Survey*  
*EPC Line Added 1-26-89*  
*Proposed Buildings Added 1-26-89*

I CERTIFY THIS PLAN TO CORRECTLY REPRESENT THE SURVEY OF THE LANDS SHOWN AND DESCRIBED HEREON AND MEETS OR EXCEEDS THE MINIMUM STANDARD REQUIREMENTS OF CHAPTER 27 AND 6 FLORIDA ADMINISTRATIVE CODE

**GENE COPELAND SURVEYING**

BY: *A. Gene Copeland*  
Fla. Reg. Surveyor 2521 Date 8-10-88

BOOK NO. 4115 30 PAGE NO. 37-42  
JOB NO. 88-449

**GENE COPELAND SURVEYING**  
RUSCH PLAZA SUITE 102  
LUTZ, FLA. 33548  
PHONE: (813) 949-4585  
949-7165

PREPARED FOR: *for 948-1109*  
*Dennis Burke LSH*

DATE 7-27-88	C. OF P. PC	DWG. EF	CKD. P.C.
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NOT VALID UNLESS  
BOSSSED WITH SURVEYORS SEAL

729.19'

12.0

11.6

8.5

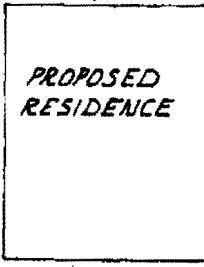
5.33

4.5

1

# EXHIBIT 'A'

2 OF 4



EPC WETLAND LINE

79.16'  
E.P.C. # 7

N 0° 42' 24" W 82.41'

+7.9  
E.P.C. # 659

N 4° 32' 26" E 117.85'

E.P.C. # 5

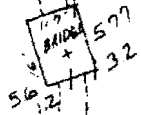
N 5° 38' 48" E 86.87'

+9.2  
E.P.C. # 4

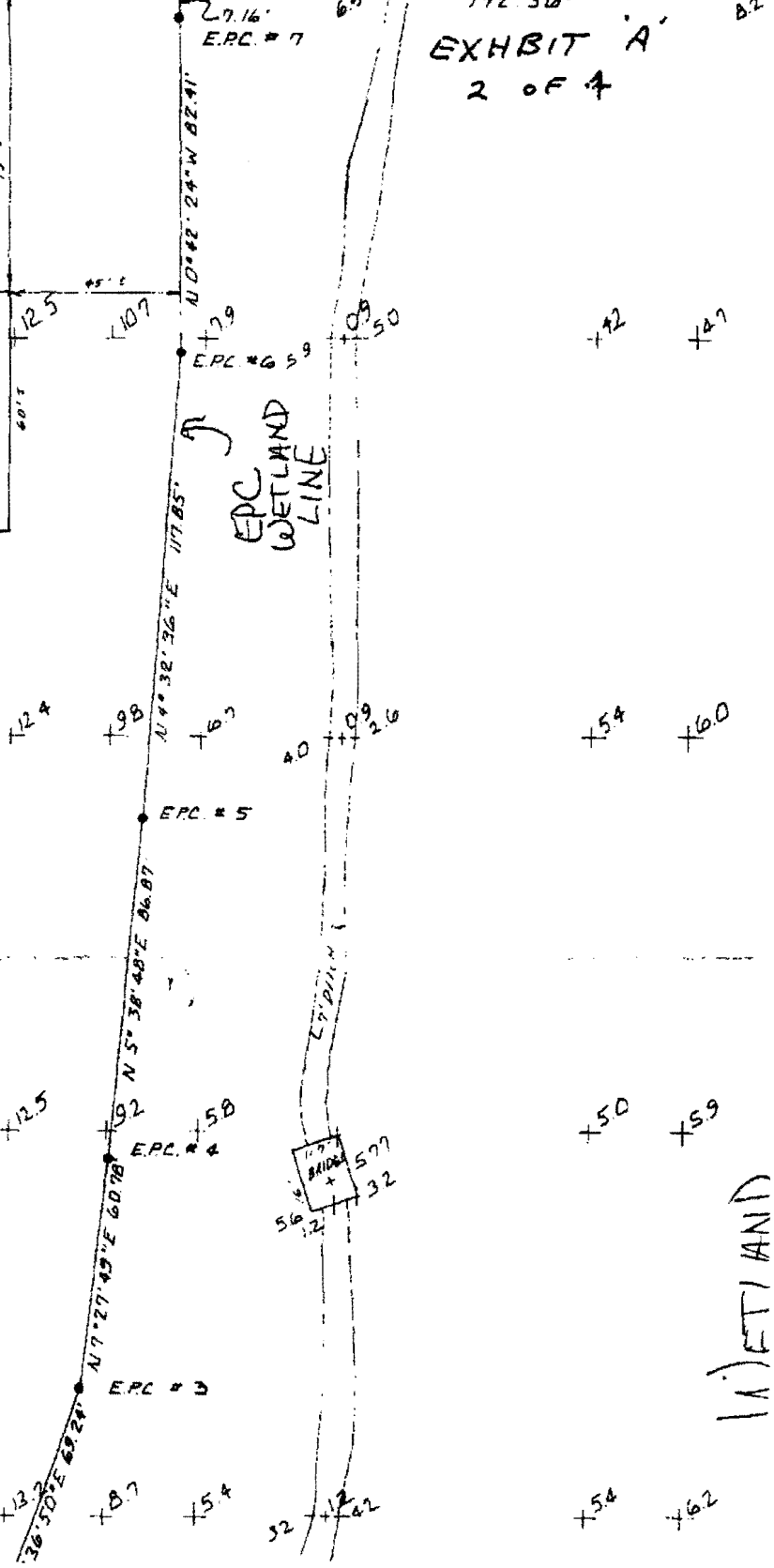
N 7° 27' 49" E 60.78'

E.P.C. # 3

+13.2  
36.50' E 89.24'



WETLAND



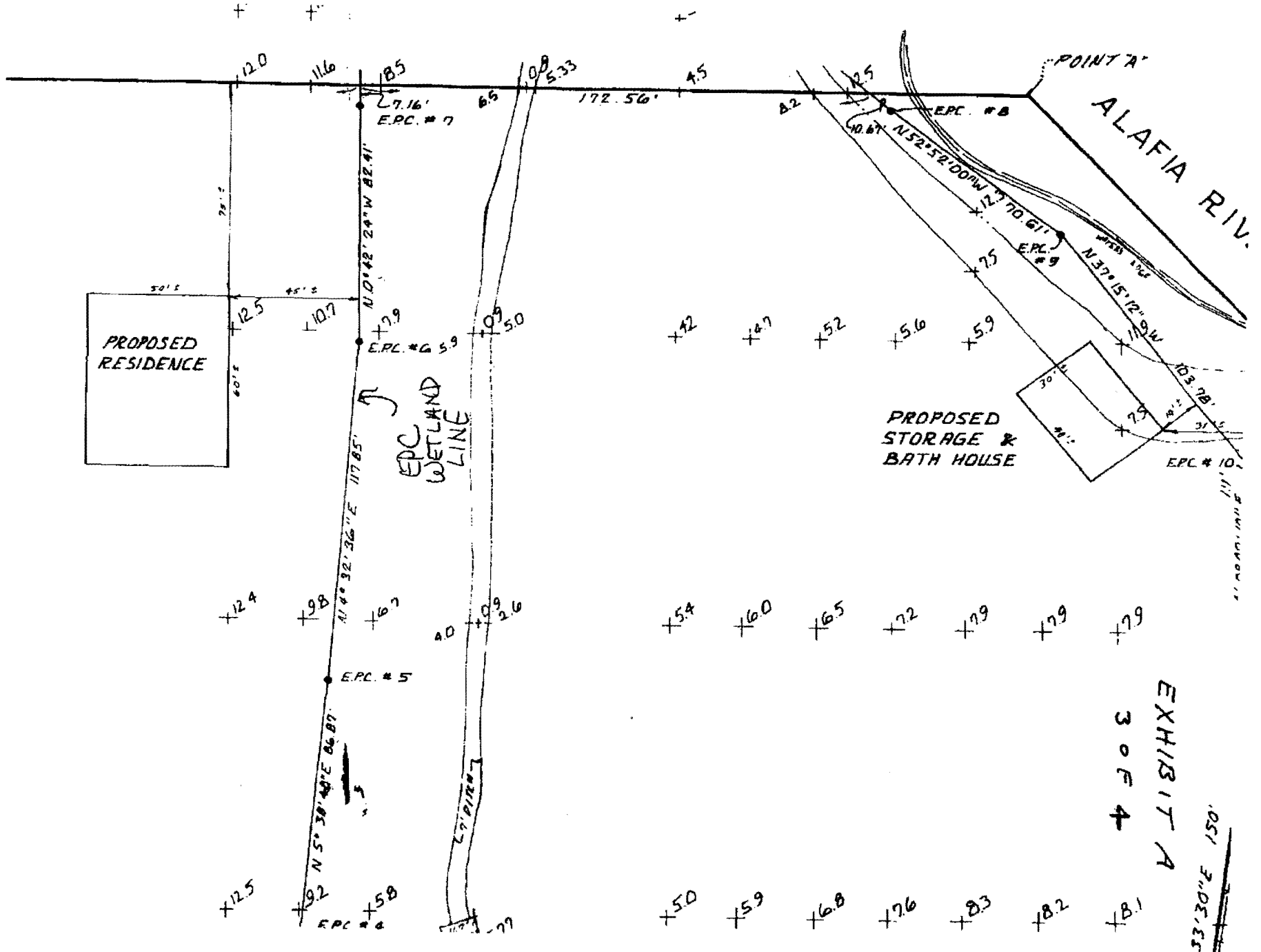


EXHIBIT A  
 3 OF 4  
 051 3.05.13

THIS DOCUMENT IN NO WAY AUTHORIZED THE CLEARING, FILLING OR OTHER ALTERATION OF WATERS OR WETLANDS EXISTING UPON THE PROPERTY IN QUESTION. COMPLIANCE WITH CHAPTER 84-446 LAWS OF FLORIDA, IS REGULATED BY THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION COMMISSION AND VIOLATIONS MAY BE SUBJECT TO PENALTIES OF UP TO \$5,000.00 PER DAY.

□ = Barricade trees within 50' of structure

HILLSBOROUGH COUNTY  
TREE REMOVAL / LANDSCAPING PERMIT  
SINGLE FAMILY - DUPLEX

(SFD) # 189.442 Date Issued 1/29/09 Fee \$ 35

Issued to: Dennis Burke

Property Location: 7207 Alafia Ridge

EXISTING TREES TO REMAIN: 24 within 20' of house

TREES TO BE PLANTED: \_\_\_\_\_  
(Min. 6' tall, Fla. Grade #1 or better; species listed in Section 6 of Ord 87-2 cannot be used to meet requirement.)

Additional Information: During construction, existing trees to remain must be barricaded per approved plan. Trees to be planted must be installed prior to Final CO Inspection.

LAL Reviewer [Signature] BP# \_\_\_\_\_ Bldg. Inspector \_\_\_\_\_

PERMIT VALID FOR ONE YEAR FOLLOWING ISSUANCE

This permit does not authorize filling, except for foundation fill.

EXHIBIT A  
4 of 4

EXHIBIT B

1 OF 3

SEC 18 TWN 30S ROR 10E

113

UNDERGROUND EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Dannida R. Burke, his single  
heirs and assigns, in and to the said HOLIF and GENE VANDERKAM  
Company, a Florida corporation, whose name and address is hereby acknowledged, has given and granted unto  
the Company, its successors and assigns, an easement over, under and the right to  
enter upon the land in Hillsborough County, Florida described as  
follows:

RT. 5746: 570

See Exhibit "A" attached

RICHARD ANN  
CLERK OF COUNTY COURT  
HILLSBOROUGH COUNTY

Witness my hand and seal of said County  
at Hillsborough, Florida, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

said easement to be effective to a depth of four feet below the surface  
of the above described lands, together with the right of ingress and egress to  
enter and leave the same, and all rights, therein and all privileges, appurtenances,  
and all rights, therein and all privileges, appurtenances, which  
are or may be necessary or convenient for the full use and enjoyment of said easement,  
including but not necessarily limited to the right and privilege to excavate  
and refill ditches and/or trenches for the location of said underground lines and  
appurtenances; the right of ingress to and egress from said easement, over and across  
such routes as shall occasion the least practicable damage and inconvenience to  
Grantor; the right to support any such installations; the right from time to time  
to trim and remove any and all trees and brush now, or hereafter, on said easement,  
and to trim and remove any trees adjacent to said easement, which now or hereafter,  
in the opinion of the Company may be a hazard to said underground lines and appurtenances,  
by reason of the danger of falling thereon, or may interfere with the  
exercise of Company's rights provided hereunder, which easement is for the purpose  
of constructing, operating, maintaining and replacing over and under and running  
over, and under said land, in connection with the Company's conduct of its business,  
installations described as follows:

Underground lines and conduit, including necessary  
appurtenances provided, however, in the event any such lines or for any  
reason constructed, operated, maintained or replaced outside the boundaries  
of said easement, Company will relocate such lines and appurtenances within  
the easement boundaries at the request of Grantor.

The Grantor reserves the right to use the easement for purposes which will not  
interfere with Company's full enjoyment of the rights hereby granted; provided that  
Grantor shall not erect or construct any building or other structure or improve-  
ment, or place any tank, or drill or operate any well, or construct any reservoir  
or other obstruction upon said easement, or diminish or substantially add to the  
ground cover over said underground lines and appurtenances.

The terms "Grantor" and "Company" herein employed shall be construed to include  
the words "heirs, executors, administrators and assigns" and "successors and assigns"  
of the respective parties hereto, and the masculine, feminine or neuter gender, and  
the singular or plural wherever the context so admits or requires.

IN WITNESS WHEREOF, The Grantor has caused this instrument to be executed in due  
form required by law, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Witness my hand and seal of said County  
at Hillsborough, Florida, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
Witness to execution by Grantor  
Witness to execution by Grantor

Dannida R. Burke  
Dannida R. Burke

NOTARY PUBLIC  
Henry L. Burke

This instrument was prepared by

THE COMPANY  
P. O. BOX 111  
TAMPA, FLORIDA 33601

This instrument was prepared by  
THE COMPANY  
P. O. BOX 111  
TAMPA, FLORIDA 33601

NOV 25 1967  
89-180358

EXHIBIT B

2 OF 3

EXHIBIT "A"

PLAT 34

A Tract of land lying with the Northwest one-quarter of Section 15, Township 10 South, Range 10 East, Hillsborough County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Section 15; thence South  $89^{\circ}57'00''$  East, along the North boundary of said Section 15, a distance of 343 feet to the Point of Beginning; thence continue South  $89^{\circ}57'00''$  East, a distance of 728.18 feet to a point at the Alafia River, said point hereinafter referred to as Point "A"; thence return to the Point of Beginning; thence South, parallel with the West boundary of said Section 15, a distance of 264 feet; thence South  $89^{\circ}57'00''$  East, a distance of 287 feet; thence South, a distance of 32.82 feet; thence South  $89^{\circ}44'30''$  East, a distance of 693.81 feet to a point on the West right-of-way line of Alafia Ridge Road; thence North  $00^{\circ}37'50''$  East, along said West right-of-way line, a distance of 144.24 feet; thence North  $89^{\circ}13'00''$  West, a distance of 175 feet; thence North  $07^{\circ}13'40''$  East, a distance of 150 feet; thence North  $00^{\circ}07'10''$  East, a distance of 111 feet, more or less to the waters edge of the Alafia River; thence Northwest along the waters edge of the Alafia River, a distance of 120 feet, more or less, to aforementioned Point "A".

EXHIBIT B  
3 OF 3

State of Illinois ss.  
County of Rock

OFF. NO. 5746 573

I, Henry George, Notary Public duly authorized in the  
State of Illinois, do hereby certify that James A. [unclear]  
personally appeared before me on this 10th day of July  
1922 and acknowledged to me that he executed the  
instrument described in and to the effect of the  
instrument, and acknowledged before me that James A. [unclear]  
executed it.  
Witness my hand and official seal in the county and state named above this 10th  
day of July, 1922.

Henry George  
Notary Public for  
Illinois Public Seal  
My Commission Expires July 10, 1923



EXHIBIT C  
1 OF 3

REC-16588 625 FILE NO. INT-107 300  
TELEPHONE DISTRIBUTION EASEMENT

THIS EASEMENT, made this day between the undersigned for General Telephone Company of Florida (GRANTOR),  
(If necessary, each spouse must sign required) and General Telephone Company of Florida, a Florida Corporation, whose principal office is at One Tampa City Center, Post Office Box 110 (MC 39), Tampa, Florida 33601, its successors, and assigns (GRANTEE);

WITNESSETH, that for and in consideration of the mutual benefits which will accrue to GRANTOR and GRANTEE as a result of GRANTEE's construction, installation, maintenance, and operation of telephone distribution facilities within the GRANTOR's premises described below, GRANTOR grants, conveys, bargains, or sells to GRANTEE an easement to place, replace, remove, and maintain an easement, such facilities it deems desirable for providing telephone and communication services in, over, across, and under the following described property in Hillsborough County, Florida, to wit:

A tract of land lying with the Northeast one-quarter of Section 15, Township 30 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Section 15; thence South 89° 57'00" East, along the North boundary of said Section 15, a distance of 363 feet to the Point of Beginning; thence continue South 89° 57'00" East, a distance of 729.10 feet to a point at the Alafia River, said point hereinafter referred to as Point "A"; thence return to the Point of Beginning; thence South, parallel with the West boundary of said Section 15, a distance of 284 feet; thence South 89° 57'00" East, a distance of 267 feet; thence South, a distance of 22.82 feet; thence South 89° 48'30" East, a distance of 653.50 feet to a point on the West right-of-way line of Alafia Ridge Road; thence North 00° 37'50" East, along said West right-of-way line, a distance of 144.24 feet; thence North 89° 12'08" West, a distance of 176 feet; thence North 07° 3'30" East, a distance of 188 feet; thence North 07° 07'10" East, a distance of 111 feet, more or less to the eastern edge of the Alafia River; thence Northwesterly along the eastern edge of the Alafia River, a distance of 120 feet, more or less, to aforementioned Point "A".

RETURN TO:  
GTE Planning Dept.  
Attn: Eng. Div. (MC 39)  
P.O. Box 110  
Tampa, Fla. 33601

RICHARD A. RE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

Documentary Tax Pt. 3 55  
Intangible Tax Pt. 4  
Fees:           
By: J. H. [Signature] Deputy Clerk

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and move said facilities; (b) the right for GRANTEE to change the quantity and type of facilities; (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth, and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation, or maintenance of said facilities; (d) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (e) all other rights and privileges reasonable, necessary, or convenient for GRANTEE's safe and efficient installation, operation, and maintenance of said facilities and the enjoyment and use of said easement for the purpose described above.

Prepared by General Telephone Company of Florida, One Tampa City Center, Post Office Box 110 (MC 39), Tampa, Florida 33601.

By: Frank H. Wieserweyer  
FRANK WIESERWEYER Date 3-22-89

REC-16588-5 MD 2A  
89072063

EXHIBIT C

FILE NO. ~~100-107~~

RECORDED 626

2 OF 3

GRANTOR hereby covenants and agrees that no buildings, structures, or obstacles (except fences) shall be located, constructed, excavated, or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost an acceptable and recordable easement to cover the relocated facilities. Upon completion of the relocation, the easement herein shall be considered canceled as to the portion vacated by the relocation.

GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

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 successors, lessees, and assigns of the respective parties hereto.

IN WITNESS WHEREOF the GRANTOR has caused this easement to be signed this 25<sup>th</sup> day of March, 1967.

WITNESS:

[Signature]

[Signature]  
Grantor's Signature

[Signature]

[Signature]  
Grantor's Signature

STATE OF Florida

COUNTY OF Hillsborough

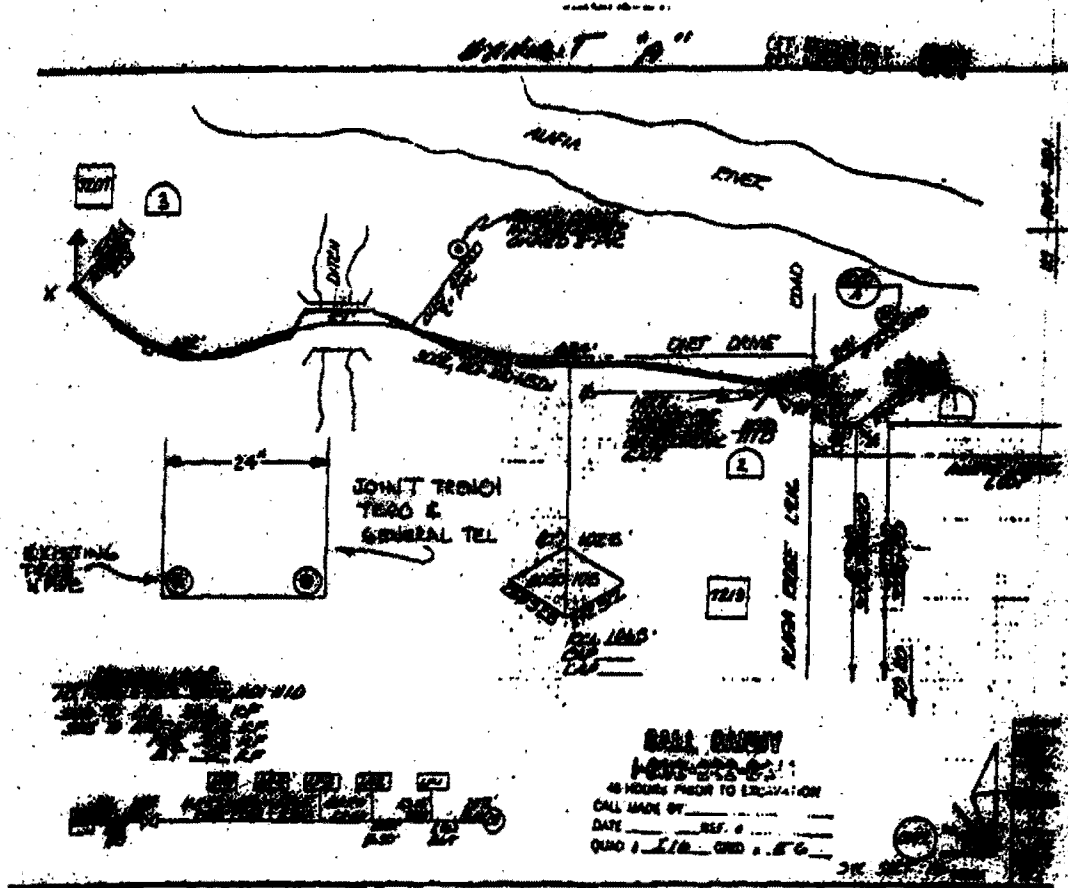
The foregoing instrument was acknowledged before me this 25<sup>th</sup>  
day of March, 1967,  
by Dennis R. & Susan L. Buick  
(GRANTOR(S)) (Type or Print)

[Signature]  
Notary Public

My Commission expires:



EXHIBIT C  
3 OF 3



INSTRUMENT#: 2010347726, BL 20139 PG: 280 PGS: 280 - 283 10/3/2010 at  
04:20:50 PM, DOC TAX PD(F.S.201.02) \$2450.00 DEPUTY CLERK:DLEDUC Pat  
Frank, Clerk of the Circuit Court Hillsborough County

EXHIBIT D  
1 OF 4

*This instrument prepared by and after recordation  
return to:*

Stephanie I Stewart, Esq  
Stewart Title Guaranty Company  
3401 W. Cypress Street  
Tampa, FL 33607

Property Tax Folio No. 74880-0000

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made as of the 13th day of October, 2010, by and between John E. Grygiel and Lesley B. Grygiel, husband and wife, whose mailing address is 311 Chastain Road, Seffner, FL 33584 (hereinafter collectively referred to as the "Grantor"), and Robert D. Evans, Trustee of the Robert D. Evans Revocable Trust under Revocable Trust Agreement dated April 5, 1999, as amended October 7, 2010, whose mailing address is 920 Harbour Bay Drive, Tampa, FL 33602 (hereinafter referred to as the "Grantee").

**WITNESSETH:**

The Grantor, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, conveys, remises, releases and transfers unto the Grantee, its successors and assigns, all that certain land situate in Hillsborough County, Florida, more fully described as follows (the "Property"):

See Exhibit "A" attached hereto and made a part hereof, which Property is subject to those matters set forth on Exhibit "B" attached hereto and hereby made a part hereof (the "Permitted Exceptions"); provided, however, that reference of the Permitted Exceptions is not intended to reimpose the same

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining

TO HAVE AND TO HOLD the same in fee simple forever

THE PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR

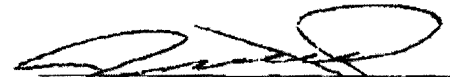
The Grantor does hereby covenant that the Grantor, subject to the Permitted Exceptions, (i) is lawfully seized of the Property in fee simple, (ii) has good right and lawful authority to sell and convey the Property, and (iii) warrants and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under the Grantor but against none other.


EXHIBIT D  
2 OF 4

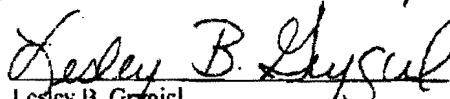
IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year first above written

SIGNED IN THE PRESENCE OF:

  
Printed Name: Brooke Hinkle

  
John F. Grygiel

  
Printed Name: Stephanie J. Stewart


  
Lesley B. Grygiel

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13 day of October, 2010, by John F. Grygiel and Lesley B. Grygiel. They are personally known to me or have produced Florida driver's licenses as identification.

(Affix Notary Seal or Stamp)

NOTARY PUBLIC (Stichanne)

  
(Printed Name)

My Commission Expires:



EXHIBIT D  
3 OF 4

EXHIBIT "A"

Legal Description

A tract of land lying within the Northwest 1/4 of Section 15, Township 30 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows: Commence at the Northwest corner of Section 15, thence South 89°57'00" East, along the North boundary of said Section 15, a distance of 363 feet to the Point of Beginning; thence continue South 89°57'00" E., distance of 729.19 feet to a point at the Alafia River, said point hereinafter referred to as Point "A"; thence return to the Point of Beginning; thence South parallel with the West boundary of said Section 15, a distance of 264 feet; thence South 89°57'00" East, a distance of 267 feet; thence South, a distance of 222.82 feet; thence South 89°48'30" East, a distance of 693.81 feet to a point on the West right of way line of Alafia Ridge Road; thence North 00°37'50" East, along said West right of way line, a distance of 144.24 feet; thence North 89°12'08" West, a distance of 175 feet; thence North 07°33'30" East, a distance of 150 feet; thence North 00°07'10" East, a distance of 111 feet, more or less to the water's edge of Alafia River; Thence Northwesterly along the water's edge of the Alafia River a distance of 120 feet, more or less to aforementioned Point "A". All lying and being in Hillsborough County, Florida

EXHIBIT D  
4 OF 4

EXHIBIT "B"

Permitted Exceptions

1. Taxes and assessments for the year 2010 and subsequent years.
2. Zoning and other governmental laws, rules and regulations.
3. Telephone Distribution Easement recorded in Official Records Book 5658, Page 625, of the Public Records of Hillsborough County, Florida.
4. Tampa Electric Company Easement recorded in Official Records Book 5746, Page 870, of the Public Records of Hillsborough County, Florida.

EXHIBIT E  
1 OF 4

**Robert D. Evans**  
**920 Harbour Bay Drive**  
**Tampa, Florida 33602**  
**(813) 229-7777**

May 25, 2011

Mr. Harry Heuman, Manager  
Building Services Division  
Hillsborough County Division of  
Planning and Growth Management  
P. O. Box 1110  
Tampa, Florida 33601

**RE: NONRESIDENTIAL FARM BUILDING EXEMPTION  
MAINTENANCE BARN  
7207 ALAFIA RIDGE ROAD  
RIVERVIEW, FLORIDA 33569**

Dear Mr. Heuman:

On behalf of the Robert D. Evans Trust (Owner), I would like to request an exemption from construction permitting for a nonresidential farm building on the property located at 7207 Alafia Ridge Road, Riverview, Florida. The property already is classified as "greenbelt" and is also referenced as Folio # 074880-0000. This exemption is requested pursuant to the exemptions provisions of Chapter 553.73 and 604.50 of the Florida Statutes. The building will be used as a nonresidential farm building and consist of a wooden framed Maintenance Barn to house and maintain various farming equipment used in the normal course of agricultural activities on the Property.

To date, we have been unable to install a well to irrigate our pastures to provide supplemental feeding for our goat herd as TECO has refused to provide electrical service merely to run a well pump. They cited the minimal electrical usage that the pump would generate versus the cost to install the distribution lines and transformer. As a result, we have been required to provide supplement feeding.

This has prompted us to design the Maintenance Barn and irrigation system of sufficient size to satisfy TECO's electrical load demands to install service. In addition, it will provide the necessary facilities to properly maintain the on-going agricultural operations.



The Maintenance Barn will be centrally located on the Property and conforms to the 50 foot rear setback per Section 6.01.01 as required for District ASC-1. The side setbacks far exceed the 15 foot minimum. No trees will be impacted. (See Plan Sheet A1.1 and Boundary Survey attached)

The Maintenance Barn has a maximum length of 64 feet and a maximum width of 36 feet.

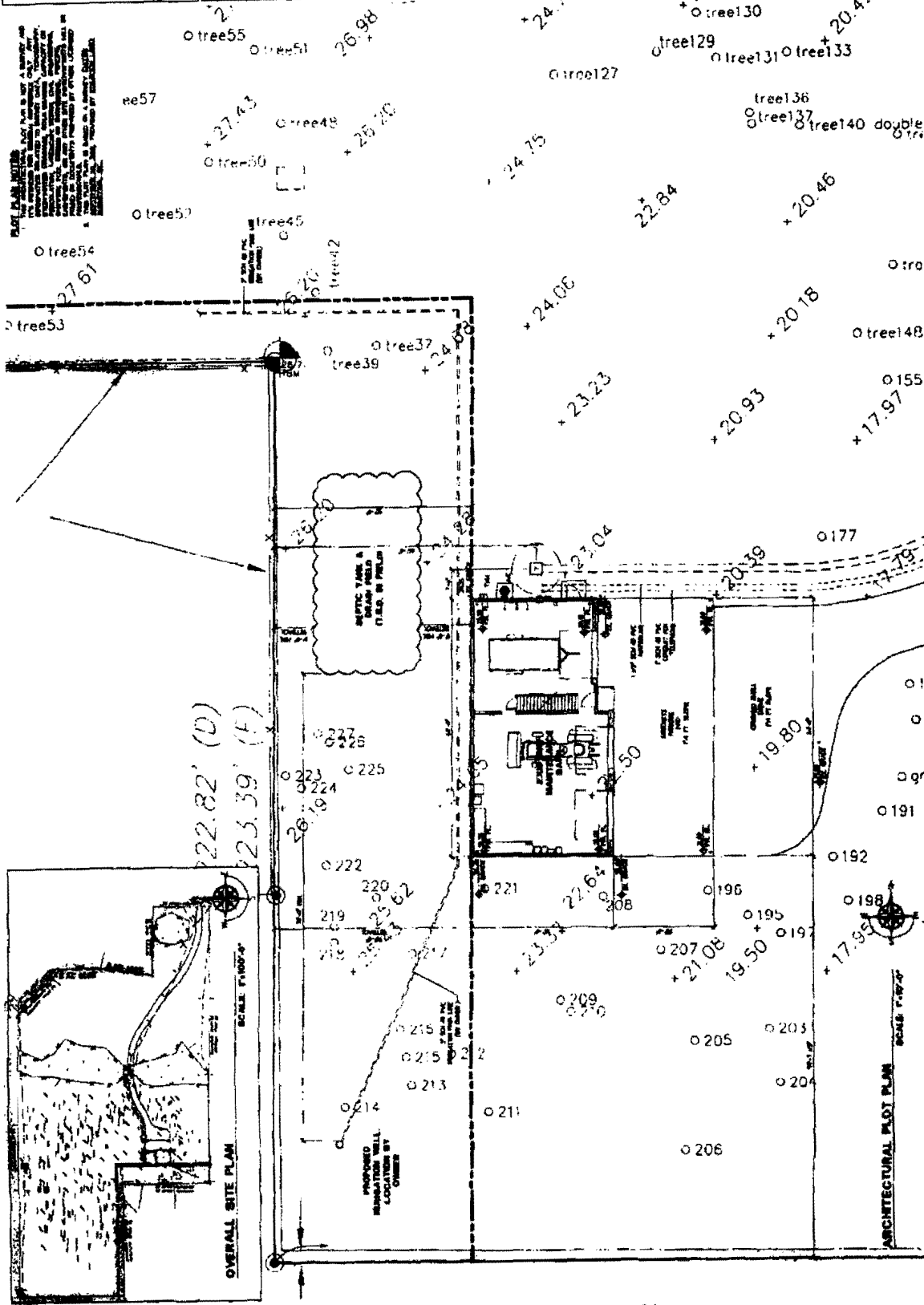
The Property is an active farming operation that involves raising goats. We understand that the granting of this exemption does not relieve us of any applicable obligations to comply with Hillsborough County Land Development Code requirements that may restrict or place conditions on the placement, size or usage of the structure.

We also understand that though nonresidential farm buildings are exempt from Florida minimum building codes, Tampa Electric Company will not provide electrical service to the building unless an electrical permit is obtained from Hillsborough County's Division of Planning and Growth Management and electrical inspections are satisfactorily passed to confirm proper installation.

With kindest regards,



Robert D. Evans, Trustee



ALL PLANT MATERIAL TO BE INSTALLED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING TREES AND PLANTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING LANDSCAPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING INFRASTRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING LANDSCAPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING INFRASTRUCTURE.

EXHIBIT E  
 3 OF 4



EXHIBIT F  
1 OF 1



BOARD OF COUNTY COMMISSIONERS

Kevin Beckner  
Victor D. Crist  
Ken Hagan  
Al Higginbotham  
Lesley "Les" Miller, Jr.  
Sandra L. Murman  
Mark Sharpe

CHIEF ADMINISTRATIVE OFFICER  
Helene Marks

CHIEF FINANCIAL ADMINISTRATOR  
Bonnie M. Wise

DEPUTY COUNTY ADMINISTRATORS  
Lucia E. Garrys  
Sharon D. Subadan

Office of the County Administrator  
Michael S. Merrill

July 9, 2011

Mr. Robert Evans  
920 Harbour Bay Drive  
Tampa, FL 33602

SUBJECT: AGRICULTURAL EXEMPTION  
FOLIO NO. 74880.0000


Dear Mr. Evans:

The request for a proposed second non-residential farm building used as a Maintenance Barn for various farming equipment as depicted on the Site Plan you submitted May 31, 2011 for agricultural purposes is exempt from the Florida Building Code on a parcel of land identified as folio number 74880.0000 is approved. Any increase and/or expansion of the proposed uses or square feet will require an additional review. A review of the submitted material supports this approval to be exempt pursuant to FS 553.7 (9) (c) and FS 604.50.

As we you are aware the requirements of the Hillsborough County Land Development Code (LDC) are applicable, including but not limited to Flood Damage Control in Article III and the Natural Resources requirements in Article IV. Aerial photography shows trees in the proposed location for the Modular Structure; thus, prior to the placement of the proposed Modular Structure, I recommend you contact Christa Hull, who is the Environmental Supervisor in the Natural Resources Section, at 813-276-8356 or [hullc@hillsboroughcounty.org](mailto:hullc@hillsboroughcounty.org) to ensure LDC compliance occurs.

This approval does not exempt the non-residential farm building from compliance with requirements of the Fire Marshall or other applicable State or County rules and regulations. If electricity is to be provided to this structure, an electrical permit is required as this is a Tampa Electric Company requirement.

Please contact me at 813.307.4503 or at [heumanh@hillsboroughcounty.org](mailto:heumanh@hillsboroughcounty.org) if you have questions regarding this action.

Sincerely,  
  
Harry Heuman, Manager  
Planning and Growth Management Department  
Building Services Division  
601 East Kennedy Boulevard  
Tampa, FL 33601-1110

HH/ja



November 17, 2011

Mr. Robert D. Evans  
Lochmere Development Group, Inc.  
920 Harbour Bay Dr.  
Tampa, FL 33602

RE: Evans Electric Service at 7207 Alafia Ridge Rd, Riverview, FL.  
TECO Construction Charges and Easement

Dear Mr. Evans:

Tampa Electric Company (TECO) has completed the underground cable and padmounted transformer design to serve your barn at the address stated above as discussed on site with you. You will find two attachments; an invoice for the construction charges and a new easement document.

Provided TECO can use the previously installed conduit the charge to install 750' of underground primary cable and a padmounted transformer is \$5,276.15. Please see the attached invoice.

TECO will need to verify that the existing conduit meets our standards which include a minimum of 3' of cover. Should the conduit not meet our requirements and require boring new 750' of conduit the charge is \$13,976.15.

With regard to the easement document you provided us with from a previous owner dated March 10th of 1989. TECO cannot determine if this easement covers this existing conduit route. TECO is asking you to sign the attached new blanket easement. We will in turn release this existing easement upon receiving this new signed easement.

If you wish to convert this new blanket easement to a specific, TECO will hold the signed easement for 90 days before filing it with the county. During this timeframe you can have the newly installed equipment surveyed, send us the specific easement description and we will convert the blanket easement to a specific easement. We will then release the blanket easement and file the signed specific with the county.

Please send the payment made out Tampa Electric Company to the address listed on the invoice and the signed easement to the address listed in the attachment. If you prefer, you can send both the payment and easement directly to me. Once we have both payment and the signed easement we can schedule the work.

If you have any questions please contact me at 813-228-4231 or [gkieninger@tecoenergy.com](mailto:gkieninger@tecoenergy.com).

Sincerely,

A handwritten signature in black ink that reads "Gregory J. Kieninger".

Greg Kieninger, P.E.  
New Construction  
Tampa Electric Co.  
702 N Franklin St.  
Tampa, FL 33602

Cc: T. Jordan; C. Pinder; S. Ball

EXHIBIT 6  
2 OF 6

**Robert D. Evans**

---

**From:** Ball, Sharon L. [sball@tecoenergy.com]  
**Sent:** Thursday, November 10, 2011 9:02 PM  
**To:** Kieninger, Greg F.; Pinder, Clinton J.  
**Cc:** Jordan, Tom F.  
**Subject:** Tampa Electric Easement SH11-22 - Evans  
**Attachments:** Tampa Electric Easement SH11-22 - Evans.pdf  
Greg, Clinton:

Attached is the easement prepared for the Robert Evans property on Alafia Ridge Road.

Please provide this document to Mr. Evans and request that he execute the document where indicated. For recording purposes, the document must also be signed in the presence of two witnesses and a notary public.

Upon completion, please have him then return the original signed document to my attention at: Tampa Electric Company, Construction Services, COC - Bldg. C, 2200 E. Sligh Avenue, Tampa, FL 33610. Once I receive the original signed easement, I will prepare a Release the previous easement on the property and record both documents concurrently.

*Sharon L. Ball*  
Tampa Electric Company  
ED Construction Services  
COC - Building C  
2200 East Sligh Avenue  
Tampa, Florida 33610  
(813) 275-3076 (Office)  
(813) 309-3688 (cell)  
e-mail: [sball@tecoenergy.com](mailto:sball@tecoenergy.com)

EXHIBIT G  
3 OF 6

SEC. 15 TWP. 30 S. RGE. 20 E.  
FOLIO NO. 074880-0000  
W.O. NO. SHA

PREPARED BY  
AND RETURN TO:

Sharon L. Ball  
Tampa Electric Company  
P.O. Box 111  
Tampa, FL 33601

## EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That ROBERT D. EVANS, Trustee of the ROBERT D. EVANS REVOCABLE TRUST under Revocable Trust Agreement dated April 5, 1999, as amended October 7, 2011, herein called Grantor, in consideration of One Dollar and other valuable considerations paid to Grantor by TAMPA ELECTRIC COMPANY, a Florida corporation, P.O. Box 111, Tampa, Florida 33601, herein called Company, receipt whereof is hereby acknowledged, has given and granted unto the Company, its successors and assigns, a perpetual easement over and the right to enter upon the land in Hillsborough County, Florida, described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference

together with the right of ingress and egress to and from the same, and all rights therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of such easement, which is for the purposes of placing, constructing, operating, maintaining, replacing on and removing from said land, installations described as follows:

*Lines of wires, cables, data transmission and communication facilities, supporting structures and necessary appurtenances.*

The Grantor shall not use said land in any manner or for any purpose that will interfere or conflict with the use of the same by the Company for the purposes enumerated above or which will endanger any person or property, and in no event shall Grantor construct or install any improvement or structure thereon with the exception of paving, curbs, sidewalks, landscaping, utilities or other similar improvements which do not conflict with the Company's use of the land.

Company agrees to release this easement which contains a non-specific description of the Company's installations as described on Exhibit "A" at such time as Grantor furnishes a specific description of the existing installations and executes a new easement containing that specific description of the Company's installations.

The aforesaid rights and privileges granted shall include the right and privilege to trim any and all trees or shrubs upon said land wherever the Company may deem it necessary or desirable to do so, for the protection of said installations.

The terms "Grantor" and "Company" herein employed shall be construed to include the words "successors and assigns" of the respective parties hereto wherever the context so admits or requires.

EXHIBIT G  
4 OF 6

IN WITNESS WHEREOF the Grantor has caused this instrument to be executed in due form required by law, this

\_\_\_\_\_ day of \_\_\_\_\_, 2011.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

GRANTOR:

WITNESSES TO EXECUTION BY GRANTOR:

By: \_\_\_\_\_

\_\_\_\_\_  
Signature of First Witness

ROBERT D. EVANS

\_\_\_\_\_  
Print or Type Name

Print or Type Name

\_\_\_\_\_  
Signature of Second Witness

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
Print or Type Name

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011,  
by ROBERT D. EVANS, who is personally known to me or who has produced \_\_\_\_\_ as  
identification. Witness my hand and official seal the date aforesaid.  
(Type of Identification)

\_\_\_\_\_  
Notary Public, State of Florida at Large

\_\_\_\_\_  
Notary: Print or Type Name

\_\_\_\_\_  
My Commission Expires



EXHIBIT G  
5 OF 6

**EXHIBIT "A"**

**Strips of land 15.00 feet wide lying 7.50 feet each side of the centerline of power lines as constructed or to be constructed on the following described parcel of land on that portion of the land that is not improved with any buildings:**

**A Tract of land lying within the Northwest  $\frac{1}{4}$  of Section 15, Township 30 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows: Commence at the Northwest corner of Section 15; run thence South  $89^{\circ}57'00''$  East, along the North boundary of said Section 15, a distance of 363 feet to the Point of Beginning; thence continue South  $89^{\circ}57'00''$  East, a distance of 729.19 feet to a point on the Alafia River, said point hereinafter referred to as Point "A"; thence return to the Point of Beginning; thence South parallel with the West boundary of said Section 15, a distance of 264.00 feet; thence South  $89^{\circ}57'00''$  East, a distance of 267.00 feet; thence South, a distance of 222.82 feet; thence South  $89^{\circ}48'30''$  East, a distance of 693.81 feet to a point on the West right-of-way line of Alafia Ridge Road; thence North  $00^{\circ}37'50''$  East, along said West right-of-way line, a distance of 144.24 feet; thence North  $89^{\circ}12'08''$  West, a distance of 175.00 feet; thence North  $07^{\circ}33'38''$  East, a distance of 150.00 feet; thence North  $06^{\circ}07'10''$  East, a distance of 111.00 feet, more or less, to the water's edge of the Alafia River; thence Northwesterly, along the water's edge of the Alafia River, a distance of 120.00 feet, more or less, to the aforementioned Point "A". All lying and being in Hillsborough County, Florida.**



EXHIBIT G  
6 OF 6

**Invoice**

Date	Invoice #
11/17/2011	20111240

<b>Bill To</b>
LOCHMERE DEVELOPMENT GROUP, INC. ATTN: ROBERT D. EVANS 920 HARBOUR BAY DRIVE TAMPA, FL 33602 LOCHMERE.INC@VERIZON.NET

Tampa Electric Company  
P.O. Box 111  
c/o E.D. Billing (TELECOM)  
Tampa, FL 33601

TO ENSURE PROMPT CREDIT PLEASE RETURN ENTIRE BILL WITH YOUR PAYMENT - MAKE CHECK PAYABLE TO TAMPA ELECTRIC.

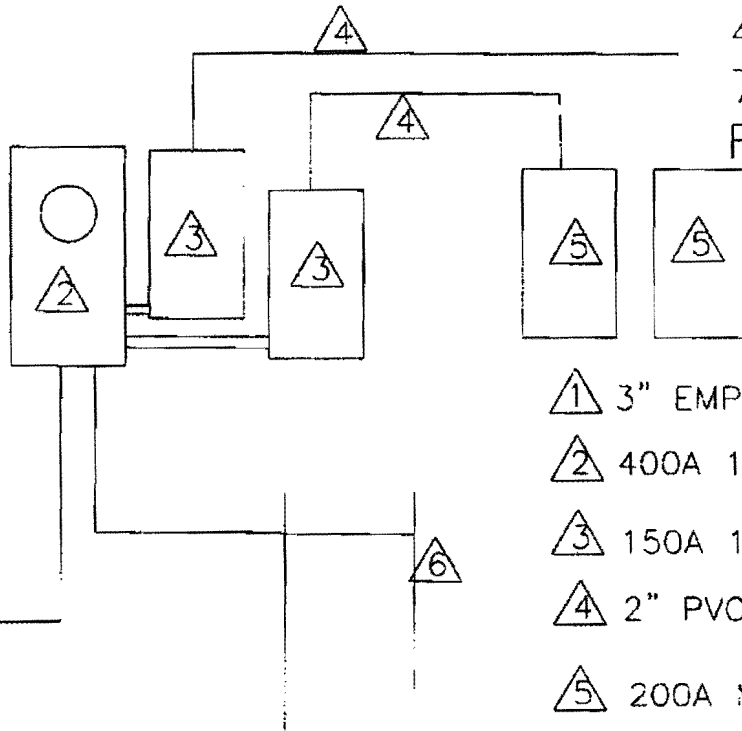
WR#	Terms	Due Date
1075465	Net 30	12/17/2011

Description	Field Engineer	Amount
<p>PROJECT TITLE: EVANS BARN LOCATION: 7207 ALAFIA RIDGE RD RIVERVIEW, FL</p> <p>INSTALL 750' OF UNDERGROUND PRIMARY CABLE IN EXISTING CONDUIT AND SINGLE PHASE PADMOUNTED TRANSFORMER. TAMPA ELECTRIC COMPANY WILL NEED TO VERIFY THAT THE EXISTING CONDUIT MEETS ITS REQUIRED STANDARDS WHICH INCLUDES A MINIMUM OF THREE FEET OF COVER. IT IS UNDERSTOOD THAT CONSTRUCTION WILL NOT BE SCHEDULED UNTIL THE PAYMENT HAS BEEN RECEIVED AND TAMPA ELECTRIC COMPANY IS IN RECEIPT OF SIGNED AND EXECUTED EASEMENTS (WHEN REQUIRED).</p> <p>NEW CONSTRUCTION REP: GREG KIENINGER</p>	CLINTON PINDER	5,276.15
<p><i>For inquiries regarding this invoice, call your Tampa Electric Field Engineer @ (813)228-4111.</i></p>	<b>Total</b>	<b>\$5,276.15</b>
	<b>Payments/Credits</b>	<b>\$0.00</b>
	<b>Balance Due</b>	<b>\$5,276.15</b>

Pursuant to FPSC Rule 25-6.064, Florida Administrative Code, a customer may request a review of a Contribution-in-Aid-of-Construction charge within 12 months following the in-service date of the new or upgraded facilities. Upon request, Tampa Electric shall true up the charge to reflect actual costs and revenue received. Based on the true-up calculation, the customer will either receive a refund from Tampa Electric for any overcharges, or receive a bill for undercharged amounts. To request a review, please contact One Source at 813-635-1500 option#2.

DO NOT SCALE

### 400A RISER DIAGRAM 7207 ALAFIA RIDGE RD RIVERVIEW FL



- ① 3" EMPTY CONDUIT WIRES BY UTILITY COM
- ② 400A 1PH 120/240V N3R METER BASE
- ③ 150A 120/240V N3R MB FEED THROUGH
- ④ 2" PVC SCHE 80 W/(3) 4/0 AL AND (1)
- ⑤ 200A MLO 1PH 120/240 30/40 N1 SPAC
- ⑥ (2) 5/8X8 GRND RODS W/#4 BARE COP

SEAR  
Electrical Services, Inc.  
591 Graham Rd  
Sefford, F. 32771  
Phone: 407-894-2665  
Fax: 407-986-1600

SERVICE DATE	DATE	BY
SWITCH GEAR	DATE	BY
BUILDER:	PLAN:	LOT/SUB:
		DATE / BY:

813. 635-7362

HILLSBOROUGH COUNTY BUILDING SERVICES DIVISION  
ELECTRICAL PERMIT APPLICATION

DATE: \_\_\_\_\_

It is understood that any permit issued on this application will not grant the right of privilege to erect any structure or to use any premises described for any purpose or in any manner prohibited by the zoning ordinance or by other ordinances, codes, or regulations of Hillsborough County.

PERMIT # \_\_\_\_\_

PROPERTY OWNER: Robert Evans

MH PARK NAME / LOT: \_\_\_\_\_

JOB LOCATION: 7207 Alafia Ridge Road Piquette

CITY: Piquette ZIP: 33569

SECTION / TOWNSHIP / RANGE: \_\_\_\_\_

TECO LAYOUT # \_\_\_\_\_ # OF AMPS 400 Am 120/240

Note: New, Renovations and Additions - included with Building Permit.

Electrical (General) \$77.00 - maximum one (1) inspection  
\* For all electrical related activities not addressed in Appendix I.

Stand alone:

Scope of Work: WIRE & INSTALL (1) 400A 120/240 1ph service -

Job Valuation: \$1,200.00

- Multi-Family Electrical: \$77.00 plus \$35.00 per unit
- Manufactured/Modular Home Electrical: \$77.00
- Pool Electrical: \$77.00
- NOC Fee: \$5.00

ELECTRICAL CONTRACTOR: Joseph H Strada EC13003715  
PLEASE PRINT: Name of Active Certification Holder and Certificate #

CONTRACTOR OR AUTHORIZED AGENT SIGNATURE: [Signature]

IF SIGNED BY AUTHORIZED AGENT, PLEASE PRINT NAME: \_\_\_\_\_

ADDRESS: 531 Codomo Way

CITY: Sage STATE: FL ZIP: 32771

PHONE: (407) 333-2668 x1163 FAX: (407) 531-1043

E-MAIL ADDRESS: msodask@delaire.com

To be completed by BSD staff:

PERMIT FEE: \_\_\_\_\_

PERMIT # \_\_\_\_\_

NOTE: A \$5 surcharge is required for any job valued at \$2,500 or more per Florida Statute 733 (Notice of Commencement), except for new construction when a Notice of Commencement has already been filed. A Notice of Commencement must be recorded and posted on the job site before the first inspection.

Effective 10/1/2010, Building Departments are required to collect a 1.5% surcharge fee on all building permits (building, plumbing, electrical, mechanical, etc.) for DCA and DBPM. The minimum fee collected on any permit will be \$2.00 dollars for each department. This will result in a total increase of 3% or a minimum of \$4.00 per permit.

## ISSUES OF MATERIAL FACT – TECO/PSC

November 5, 2012

TECO provides to its potential Customers a set of guidelines and procedures that defines the requirements and responsibilities of both the Customer and TECO for the installation of underground utility service. There are two different approaches a Customer may take (1) Customer installs the underground electrical conduit, or (2) TECO installs the underground electrical conduit. However, there are many identical requirements on the part of the Customer regardless of the installation procedure selected.

### IF TECO INSTALLS CONDUIT

- 1) The initial step is for the Customer to provide TECO site specific documentation including, but not limited to, **site plan**; construction drawings to determine load requirements; **copy of warranty deed and survey for TECO to prepare easement**, if applicable; Owner's name and contact information.
- 2) TECO then establishes a file and prepares the distribution design, requiring 8 to 12 weeks.
- 3) **Customer to obtain the necessary permits** from the governmental agencies.
- 4) **TECO provides design**, underground agreement and construction costs.
- 5) **Customer must sign the underground agreement prior to installation of conduit**. The Agreement requires the execution of the required easement(s).
- 6) Customer must stake conduit location and **call TECO for inspection**.
- 7) Customer must stake location of transformer and **call TECO for inspection**.
- 8) TECO installs conduit per General Rules & Specifications.

### IF CUSTOMER INSTALLS CONDUIT

Requirements 1 thru 7 above are the same.

Exhibit "2"

- 1) Customer's contractor obtains conduit from TECO's material yard and installs conduit. Owner's contractor must call TECO for inspection of installation.

Evans' Petition contained numerous elements of material facts that were either ignored or misrepresented in PSC's Staff Recommendation to the Commission.

### **MATERIAL FACTS**

- 1) The prior Owner obtained an approved site plan from Hillsborough County to construct two single family homes and a boat house on the subject property, including a Tree Removal Permit dated January 29, 1989. This governmental approval was a requirement of TECO to process prior Owner's request for service. The site plan defined the planned improvements and would be utilized to determine the electrical load demands and routing for the underground electrical conduit. The site plan is Exhibit A to the Petition. **Satisfies Condition 1 and 3 above.**
- 2) From the site plan, TECO prepared the underground conduit routing and sizing plan to service the subject property, which was embodied in Exhibit "A" of the Telephone Distribution Easement, dated March 22, 1989, in determining the parallel route for the underground telephone conduit, which is Exhibit C to the Petition. **Satisfies Condition 4 above.**
- 3) TECO prepared, the prior Owner executed, and TECO recorded, the Underground Easement, dated March 10, 1989, for the benefit of TECO, which is Exhibit B to the Petition. **Satisfies Condition 5 above.**
- 4) The underground conduits, at the time of installation, regardless if by TECO or prior Owner, would have required TECO's inspection and approval. **Conditions 6 and 7 above would have to have been satisfied prior to authorizing the underground conduit installation and acceptance by TECO.**
- 5) TECO relied upon the Underground Easement, Exhibit B of the Petition, and instructed their personnel and/or representatives to access the subject property, which occurred without the knowledge and consent of the current Owner and Petitioner, to inspect and make repairs to the

underground electrical conduit. Therefore, TECO either directed its personnel and/or representatives to commit Felony Trespass on a Designated Construction Site in violation of Chapter 810.09 F.S. or TECO acknowledges that the Underground Easement which it prepared and recorded did in fact grant TECO access to the subject property and further authorized TECO to make any and all necessary repairs to the underground electrical conduits.

- 6) In order for the Petitioner to obtain electrical service, TECO required (1) execution of TECO's Service Agreement; (2) execution of a new Underground Utility Easement; and (3) payment for the aid-in- construction fee. Attached as Exhibit   1  . Such Exhibits reaffirm the requirements of TECO that all engineering, costs estimates, easements, service agreements, and aid-in-construction payment must be finalized prior to service installation.

### **DISPUTED REPRESENTATIONS**

- 1) The PSC's Analysis states "Additionally, neither party has any records of transactions between TECO and the prior owner, and the prior owner is deceased." The existence of the site plan (Exhibit A); the Underground Easement (Exhibit B); the parallel routing plan attached to the Telephone Distribution Easement (Exhibit C); and the existence of the underground electrical conduit which would require TECO's inspection and approval prior to installation, clearly demonstrates that TECO possesses a comprehensive file on the subject property.
- 2) The PSC's Analysis states "... TECO's use of the existing easement on the property, and TECO's repairs to the existing underground conduit suffice as circumstantial evidence..." ignores the material facts of recorded and public documents in support that TECO maintains a comprehensive file on the subject property.
- 3) Rule 25-6.093, F.A.C requires TECO to provide such information and assistance to any Customer seeking to secure safe and efficient service, including historical records impacting the subject property. TECO's inability or refusal to provide Petitioner copies of all property records is a violation

of said Rule. The PSC's Analysis accepts TECO's statement that no records exist on the subject property, even though TECO "maintains records dating back over 50 years for services to and payments from other customers". This conclusion ignores the material facts of recorded and public documents in support that TECO maintains a file on the subject property.

Petitioner argues that TECO would not have installed the underground electrical conduit on the subject property without all of the described documentation, engineering, service agreements, easements and payments being full executed and finalized.

In the alternative, TECO would not have allowed the prior Owner's contractor access to TECO's material yard and supplied approximately 800 linear feet of underground electrical conduit without all of the described documentation, engineering, service agreements, easements and payments being full executed and finalized.





November 17, 2011

Mr. Robert D. Evans  
Lochmere Development Group, Inc.  
920 Harbour Bay Dr.  
Tampa, FL 33602

RE: Evans Electric Service at 7207 Alafia Ridge Rd, Riverview, FL  
TECO Construction Charges and Easement

Dear Mr. Evans:

Tampa Electric Company (TECO) has completed the underground cable and padmounted transformer design to serve your barn at the address stated above as discussed on site with you. You will find two attachments; an invoice for the construction charges and a new easement document.

Provided TECO can use the previously installed conduit the charge to install 750' of underground primary cable and a padmounted transformer is \$5,276.15. Please see the attached invoice.

TECO will need to verify that the existing conduit meets our standards which include a minimum of 3' of cover. Should the conduit not meet our requirements and require boring new 750' of conduit the charge is \$13,976.15.

With regard to the easement document you provided us with from a previous owner dated March 10th of 1989. TECO cannot determine if this easement covers this existing conduit route. TECO is asking you to sign the attached new blanket easement. We will in turn release this existing easement upon receiving this new signed easement.

If you wish to convert this new blanket easement to a specific, TECO will hold the signed easement for 90 days before filing it with the county. During this timeframe you can have the newly installed equipment surveyed, send us the specific easement description and we will convert the blanket easement to a specific easement. We will then release the blanket easement and file the signed specific with the county.

Please send the payment made out Tampa Electric Company to the address listed on the invoice and the signed easement to the address listed in the attachment. If you prefer, you can send both the payment and easement directly to me. Once we have both payment and the signed easement we can schedule the work.

If you have any questions please contact me at 813-228-4231 or [gfkieninger@tecoenergy.com](mailto:gfkieninger@tecoenergy.com).

Sincerely,

A handwritten signature in black ink that reads "Gregory J. Kieninger".

Greg Kieninger, P.E.  
New Construction  
Tampa Electric Co.  
702 N Franklin St.  
Tampa, FL 33602

Cc: T. Jordan; C. Pinder; S. Ball

Exhibit "1"

**XI. TAMPA ELECTRIC COMPANY FORM E-268 - SERVICE RELEASE AGREEMENT**Location 7207 Alafia Ridge RoadTampa Electric Company (TEC) Work Request/Layout Number SHA 1075465

Whereas the above referenced structure(s) is (are) not subject to electrical inspection by any governmental agency, I certify that inspections have been made and such structure(s) is (are) ready for TEC to make energized electrical connections.

I further agree that TEC shall not be responsible for any damages resulting from such connections.

\_\_\_\_\_  
 Authority Having Jurisdiction  
 (Signature)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authority Having Jurisdiction  
 (Printed Name)

\_\_\_\_\_  
 Organization

\_\_\_\_\_  
 Job Title

\_\_\_\_\_  
 Telephone Number

\_\_\_\_\_  
 Location

\_\_\_\_\_  
 Seal

A Customer's electrical installation shall be inspected and released by an "Authority Having Jurisdiction" (AHJ). The inspection is necessary to ensure compliance with the appropriate building codes (i.e.: National Electrical Code, National Electrical Safety Code, local amendments, etc.). TEC cannot energize new service installations until such inspection has been made and until formal notice from the AHJ has been received by TEC.

A typical installation is inspected and released by the city or county inspector as part of the permitting process. An installation that does not require a building permit must still be inspected by an AHJ. The appointed AHJ will release the installation to TEC.

The government entity that is excluded from the building permit process shall appoint an AHJ and notify TEC, in writing, of the appointment. The appointed AHJ will release the installation to TEC, identifying the location of the installation, certifying that inspections have been made and such installation is ready for TEC to make energized electrical connection and agreeing that TEC shall not be responsible for any damages resulting from such connections.

Other installations excluded from the building permit process, such as agriculture buildings, may use an electrical inspector or professional engineer licensed by the state of Florida.

TEC Form E-268 shall be signed by the AHJ, identified by his job title, location and phone number. If the AHJ is a professional engineer, the form shall be sealed.

(Form contained in Chapter XI of the Tampa Electric Standard Electrical Service Requirements (SESRR))

SEC. 15 TWP. 30 S. RGE. 20 E.  
FOLIO NO. 074880-0000  
W.O. NO. SHA

PREPARED BY  
AND RETURN TO:

Sharon L. Ball  
Tampa Electric Company  
P.O. Box 111  
Tampa, FL 33601

## EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That ROBERT D. EVANS, Trustee of the ROBERT D. EVANS REVOCABLE TRUST under Revocable Trust Agreement dated April 5, 1999, as amended October 7, 2011, herein called Grantor, in consideration of One Dollar and other valuable considerations paid to Grantor by TAMPA ELECTRIC COMPANY, a Florida corporation, P.O. Box 111, Tampa, Florida 33601, herein called Company, receipt whereof is hereby acknowledged, has given and granted unto the Company, its successors and assigns, a perpetual easement over and the right to enter upon the land in Hillsborough County, Florida, described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference

together with the right of ingress and egress to and from the same, and all rights therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of such easement, which is for the purposes of placing, constructing, operating, maintaining, replacing on and removing from said land, installations described as follows:

*Lines of wires, cables, data transmission and communication facilities, supporting structures and necessary appurtenances.*

The Grantor shall not use said land in any manner or for any purpose that will interfere or conflict with the use of the same by the Company for the purposes enumerated above or which will endanger any person or property, and in no event shall Grantor construct or install any improvement or structure thereon with the exception of paving, curbs, sidewalks, landscaping, utilities or other similar improvements which do not conflict with the Company's use of the land.

Company agrees to release this easement which contains a non-specific description of the Company's installations as described on Exhibit "A" at such time as Grantor furnishes a specific description of the existing installations and executes a new easement containing that specific description of the Company's installations.

The aforesaid rights and privileges granted shall include the right and privilege to trim any and all trees or shrubs upon said land wherever the Company may deem it necessary or desirable to do so, for the protection of said installations.

The terms "Grantor" and "Company" herein employed shall be construed to include the words "successors and assigns" of the respective parties hereto wherever the context so admits or requires.

IN WITNESS WHEREOF the Grantor has caused this instrument to be executed in due form required by law, this

\_\_\_\_\_ day of \_\_\_\_\_, 2011.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

GRANTOR:

WITNESSES TO EXECUTION BY GRANTOR:

By: \_\_\_\_\_

\_\_\_\_\_  
Signature of First Witness

\_\_\_\_\_  
ROBERT D. EVANS  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
Signature of Second Witness

\_\_\_\_\_  
Print or Type Name

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011,  
by ROBERT D. EVANS, who is personally known to me or who has produced \_\_\_\_\_ as  
identification. Witness my hand and official seal the date aforesaid. [Type of Identification]

\_\_\_\_\_  
Notary Public, State of Florida at Large

\_\_\_\_\_  
Notary: Print or Type Name

\_\_\_\_\_  
My Commission Expires

## EXHIBIT "A"

Strips of land 15.00 feet wide lying 7.50 feet each side of the centerline of power lines as constructed or to be constructed on the following described parcel of land on that portion of the land that is not improved with any buildings:

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Date	Invoice #
11/17/2011	20111240

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**Tampa Electric Company**

**P.O. Box 111  
 c/o E.D. Billing (TELECOM)  
 Tampa, FL 33601**

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