

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

120192-E1

DATE: July 17, 2012
TO: Ann Cole, Commission Clerk, Office of Commission Clerk
FROM: Pauline Robinson, Attorney, Office of the General Counsel PER
RE: Mr. Robert D. Evans' complaint against Tampa Electric Company requesting reimbursement of money paid for installation of infrastructure on Mr. Evans' property for which Tampa Electric Company failed to complete.

The attached correspondence was e-mailed to me today. Please open a docket file for the attached correspondence and move document no. 03631-12 into the docket file.

Thank you.

DOCUMENT NUMBER-DATE

04759 JUL 17 2012

FPSC-COMMISSION CLERK

REQUEST TO ESTABLISH DOCKET

(Please type or print. File original *plus* 1 copy with CLK.)

Date:	7/12/2002	Docket No.:	120192-EI
1. From Division / Staff:	Pauline E. Robinson, Gcl; Adam Teitzman, Gcl		
2. OPR:	Pauline E. Robinson, GCL		
3. OCR:			
4. Suggested Docket Title:	<u>Mr. Robert D. Evans' formal complaint against Tampa Electric Company requesting reimbursement of money paid for installation of infrastructure on Mr. Evans' property for which Tampa Electric Company failed to complete.</u>		
5. Program/Module/Submodule Assignment:	8a		
6. Suggested Docket Mail List.			
a. Provide NAMES/ACRONYMS, if registered company.		<input checked="" type="checkbox"/> Provided as an Attachment	
Company Code, if applicable:	Parties (include address, if different from MCD):	Representatives (name and address):	
	Robert D. Evans	J. Benton Stewart, II, Esq. (see below)	
E1806	Tampa Electric Company	Jim Beasley, Esq.	
b. Provide COMPLETE NAME AND ADDRESS for all others. (match representatives to companies)			
Company Code, if applicable:	Interested persons, if any, (include address, if different from MCD):	Representatives (name and address):	
7. Check one:	<input checked="" type="checkbox"/> Supporting Documentation Attached		<input type="checkbox"/> To be provided with Recommendation
Comments: Please move document number 03631-12 to this docket file.			
Petitioner's attorney: J. Benton Stewart, Stewart Law PLLC, 11705 Boyette Rd, Suite 205, Riverview, FL 33569			

DOCUMENT NUMBER - DATE
04759 JUL 17 02



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,

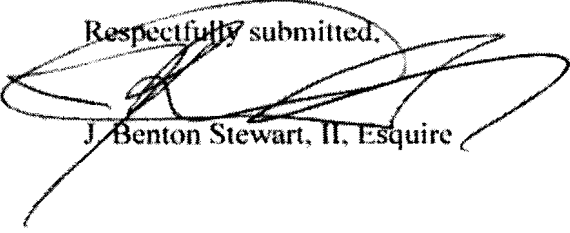
I am submitting the enclosed package for the benefit of Robert D. Evans. The subject matter for this complaint was originally brought before the county court for the thirteenth judicial circuit in and for Hillsborough County Florida case number 2011-40411 Division II, Robert D. Evans (Plaintiff) v. Tampa 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 contended 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

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 capably 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 employce 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 NEI.-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 can not occur without supply of electrical power.
 40. Evans has spent time, monies, 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 13th 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 31, 2012

Verified as True and Correct by:

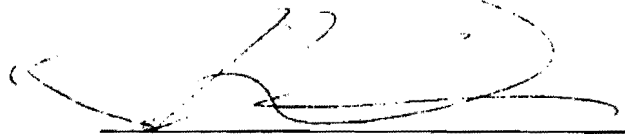


Robert D. Evans

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

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: II

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

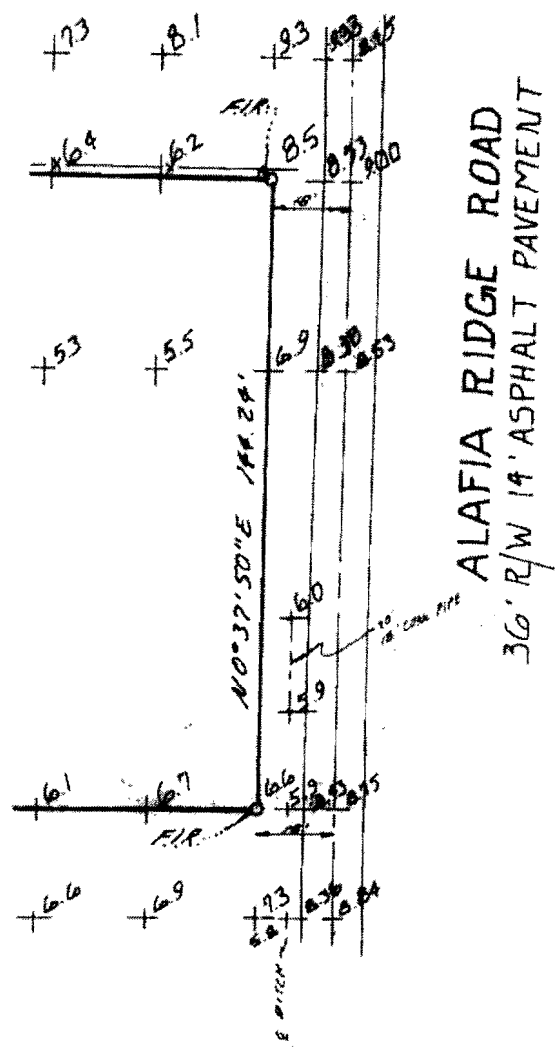
MAY 25 2012

**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



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

THIS IS NOT A BOUNDARY SURVEY

<i>Elevation Survey</i> <i>E.P.C. Line Added 1-26-89</i> <i>Proposed Buildings Added 1-26-89</i>		BOOK NO. 1116.30 PAGE NO. 37-42 JOB NO. 88-449	
I CERTIFY THIS MAP TO CORRECTLY REPRESENT THE SURVEY OF THE LANDS SHOWN AND DESCRIBED HEREON, AND MEETS OR EXCEEDS THE MINIMUM STANDARD REQUIREMENTS OF CHAPTER 21 N.H. & FLORIDA ADMINISTRATIVE CODE.		GENE COPELAND SURVEYING RUSCH PLAZA SUITE 102 LUTZ, FLA. 33548 PHONE: (813) 848-4585 848-7165	
GENE COPELAND SURVEYING BY: <i>A. Gene Copeland</i> Fla. Reg. Surveyor <i>2521</i> - Date <i>8-10-88</i>		PREPARED FOR: <i>for 948-1109</i> <i>Dennis Burke LIND</i>	
NOT VALID UNLESS BOSSSED WITH SURVEYORS SEAL		DATE 7-27-88	C. OF P. P.C.
		DWG. E.P.	CKD. P.C.

729.19'

120

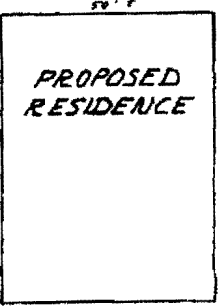
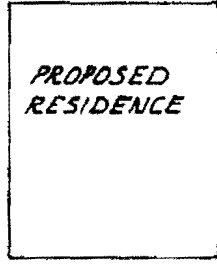
116

185

A5

B2

EXHIBIT 'A'
2 OF 4



EPC WETLAND LINE

27.16'
E.P.C. # 7

10.9
E.P.C. # 6 5 9

117.85'
N 0° 42' 24" W B.E. 41'

E.P.C. # 5

86.87'
N 5° 38' 40" E B.E. 87'

58
E.P.C. # 4

60.70'
N 7° 27' 49" E B.E. 70'

E.P.C. # 3

13.2
36° 50' E B.E. 24'

18.7

15.4

32

12.42

172.56'

65

533

12.4

9.8

6.7

40

9.26

5.4

6.0

12.5

9.2

5.8

5.0

5.9

56

12

32

BRIDGE

5.77

5.4

6.2

WETLAND

ALAFIA RIV.

POINT A

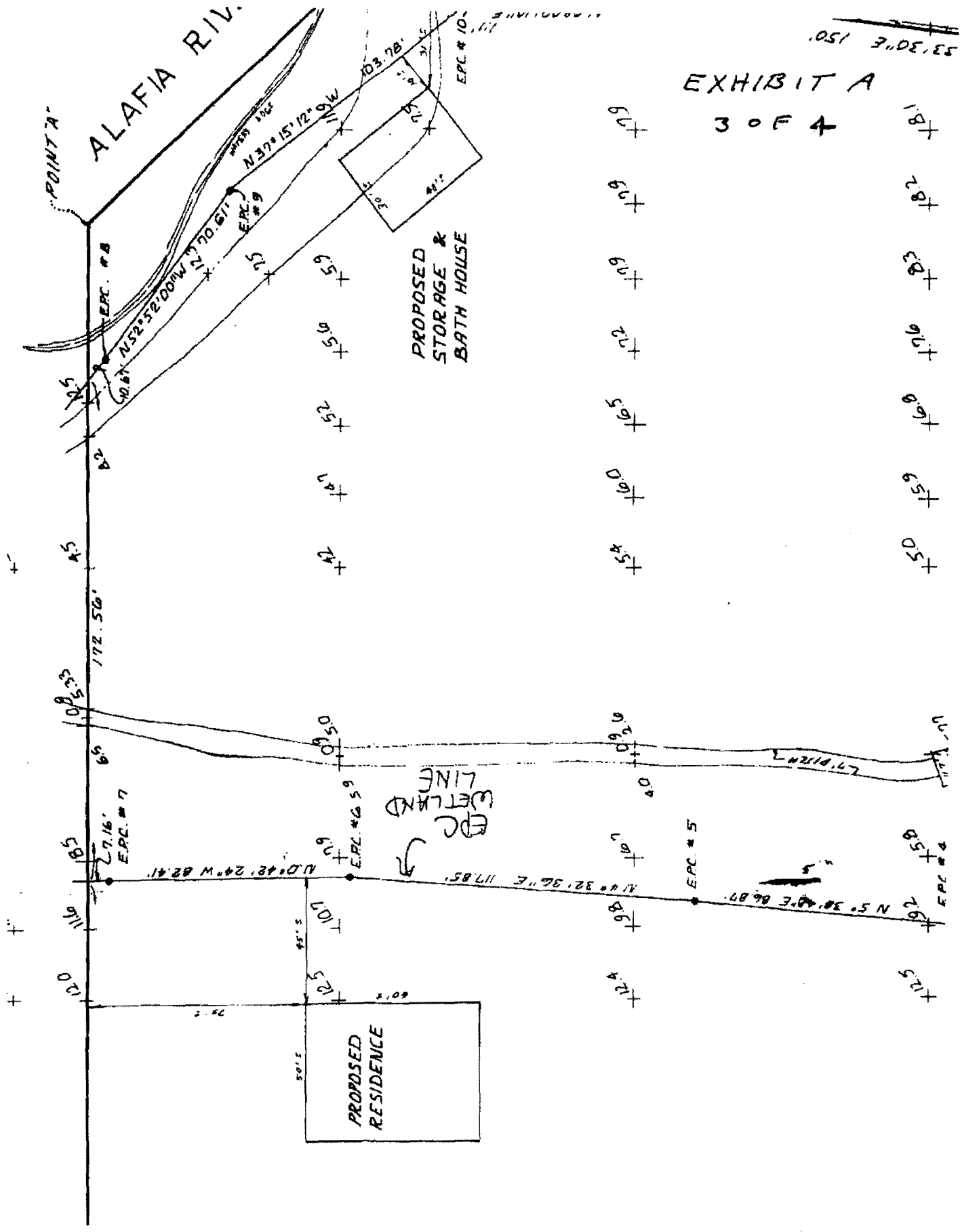
PROPOSED STORAGE & BATH HOUSE

PROPOSED RESIDENCE

EPC WETLAND LINE

EXHIBIT A
3 OF 4

53.30"E 150'



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	
Permit (SFD) # <u>1299-4742</u>	Date Issued <u>1/29/09</u> Fee \$ <u>35</u>
Issued to: <u>Dennis Burke</u>	
Property Location: <u>7207 Alafia Ridge</u>	
EXISTING TREES TO REMAIN: <u>24 within 20' of house</u>	
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: <u>During construction, existing trees to remain must be barricaded per approved plan. Trees to be planted must be installed prior to Final CO inspection.</u>	
LAL Reviewer <u>[Signature]</u> 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 15 TWN 30S RGE 20E

143

UNDERGROUND EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Dennis R. Burke, his single

property herein called GRANTOR, in consideration of One Dollar and other valuable things... a Florida corporation... 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:

See Exhibit "A" attached... Hillsborough County... Deputy Clerk

RICHARD ANN... HILLSBOROUGH COUNTY

said easement to be effective to a depth of same feet below the surface of the above described lands, together with the right of ingress and egress to, under and from the same, and all rights, therein and all privileges... 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 removing from, 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 improvement, or store any item, 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

Witness to execution by Grantor

Dennis R. Burke

NOTARY PUBLIC

This instrument was prepared by... TAMPA, FLORIDA 33601

The instrument was prepared by... TAMPA, Florida 33601

89150989

EXHIBIT B

2 OF 3

EXHIBIT "A"

REF. 8746 8-1
REC.

A Tract of land lying with the Northwest 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 $89^{\circ}57'00''$ 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 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 267 feet; thence South, a distance of 32.83 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 $89^{\circ}12'00''$ West, a distance of 175 feet; thence North $07^{\circ}43'30''$ East, a distance of 130 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 MISSISSIPPI ss.
COUNTY OF DEKALB

5746 372

I HEREBY CERTIFY, that on this day, before me, a Notary Public duly authorized in the State of Mississippi named above to take acknowledgments, personally appeared _____
to _____ to be the _____ described in and who acknowledged the foregoing instrument, and acknowledged before me that _____ executed it.
_____ my hand and official seal in the county and state named above this _____ day of _____, 19__.


[Signature]
Notary Public for _____
MISSISSIPPI
My Commission Expires _____


EXHIBIT C
1 OF 3

RECORDED 625 FILE NO. 390.
TELEPHONE DISTRIBUTION EASEMENT

THIS EASEMENT, made this day between the undersigned for
General Telephone Company of Florida (GRANTOR),
(If married, both spouses must be 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 as
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 Northwest 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 729.19 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 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 683.81 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 126 feet; thence North 07° 3' 30" East, a distance of 180
feet; thence North 00° 07' 10" East, a distance of 111 feet, more or
less to the western edge of the Alafia River; thence Northwesterly along
the western edge of the Alafia River, a distance of 120 feet, more or
less, to aforementioned Point "A".

RETURN TO:
GTE Florida Inc.
Attn: Dept. of Legal Affairs
1000 N. Florida Ave.
Tampa, FL 33601

RICHARD AXE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

Documentary Tax Pd. \$ 53
Intangible Tax Pd. \$ _____
Furnished Also, City of Hillsborough County
By: [Signature] County 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 main-
tenance 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 Mark Wiesenmeyer
MARK WIESENMEYER Date 3-22-89

REC-5 M D 24
89072063

EXHIBIT C

2 OF 3

FILE NO. 212-617

REC. 0608 020

GRANTOR hereby covenants and agrees that no buildings, structures, or obstacles (except fences) shall be located, constructed, expanded, 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 23rd day of March, 1987.

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 23rd day of March, 1987.

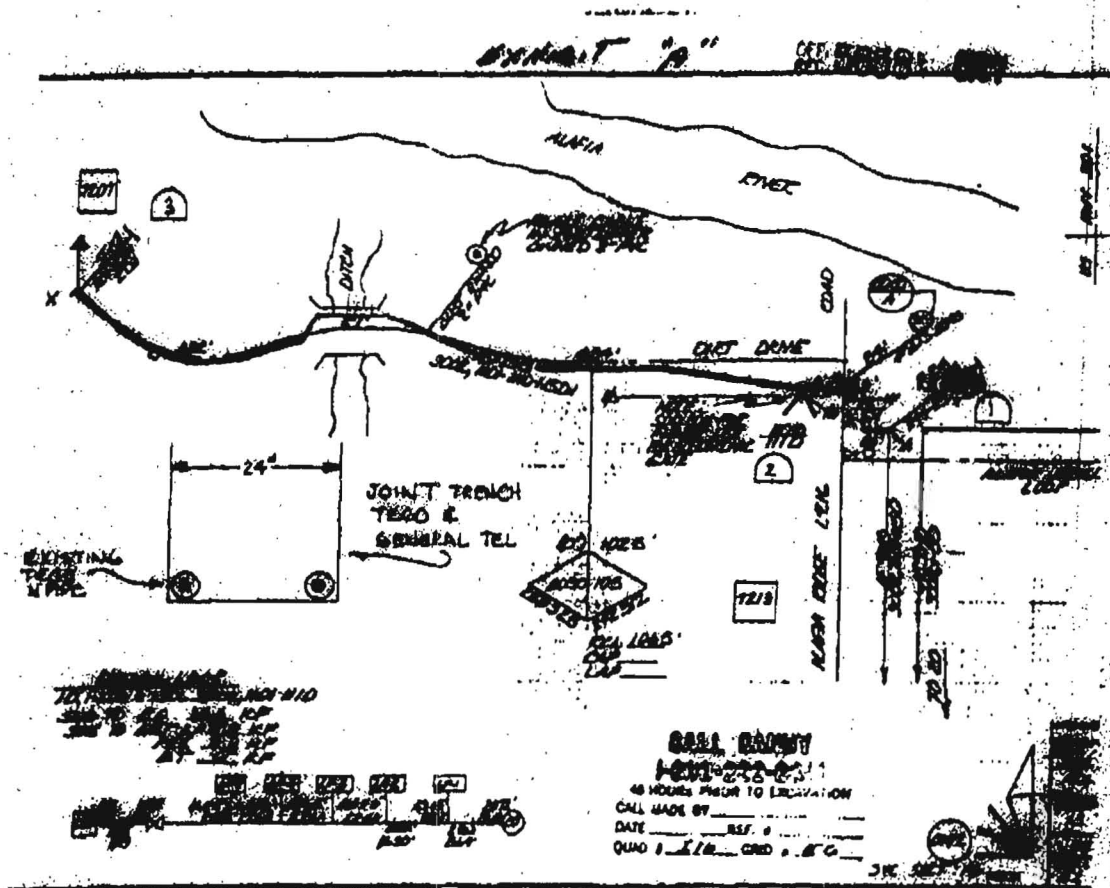
by Donald R. & Susan L. Buess
(GRANTOR(S)) (Type or Print)

[Signature]
Notary Public



My Commission expires: _____
NOTARY PUBLIC STATE OF FLORIDA
BY EXPIRES - CAP. SEC. 6102
PARTIAL YEAR IN REAR END OF

EXHIBIT C
3 OF 3



INSTRUMENT#: 2010347726, BL 20139 PG: 280 PGS: 280 - 283 10/23/2010 at
04:20:50 PM, DOC TAX PD (F.S. 201.02) \$2450.00 DEPUTY CLERK: DLEUDC 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 B. 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

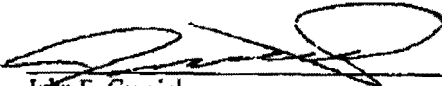
The Grantor does hereby covenant that the Grantor, subject to the Permitted Exceptions, (i) is lawfully seized of the Property in fee simple, (ii) has good right and lawful authority to sell and convey the Property, and (iii) warrants and will defend the same against the lawful claims of all persons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


EXHIBIT D
2 OF 4

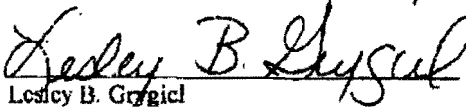
IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year first above written

SIGNED IN THE PRESENCE OF:


Printed Name: CHAD HOKE


John F. Grygiel


Printed Name: Stephanie T. 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 (Signature)


(Printed Name)

My Commission Expires:



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

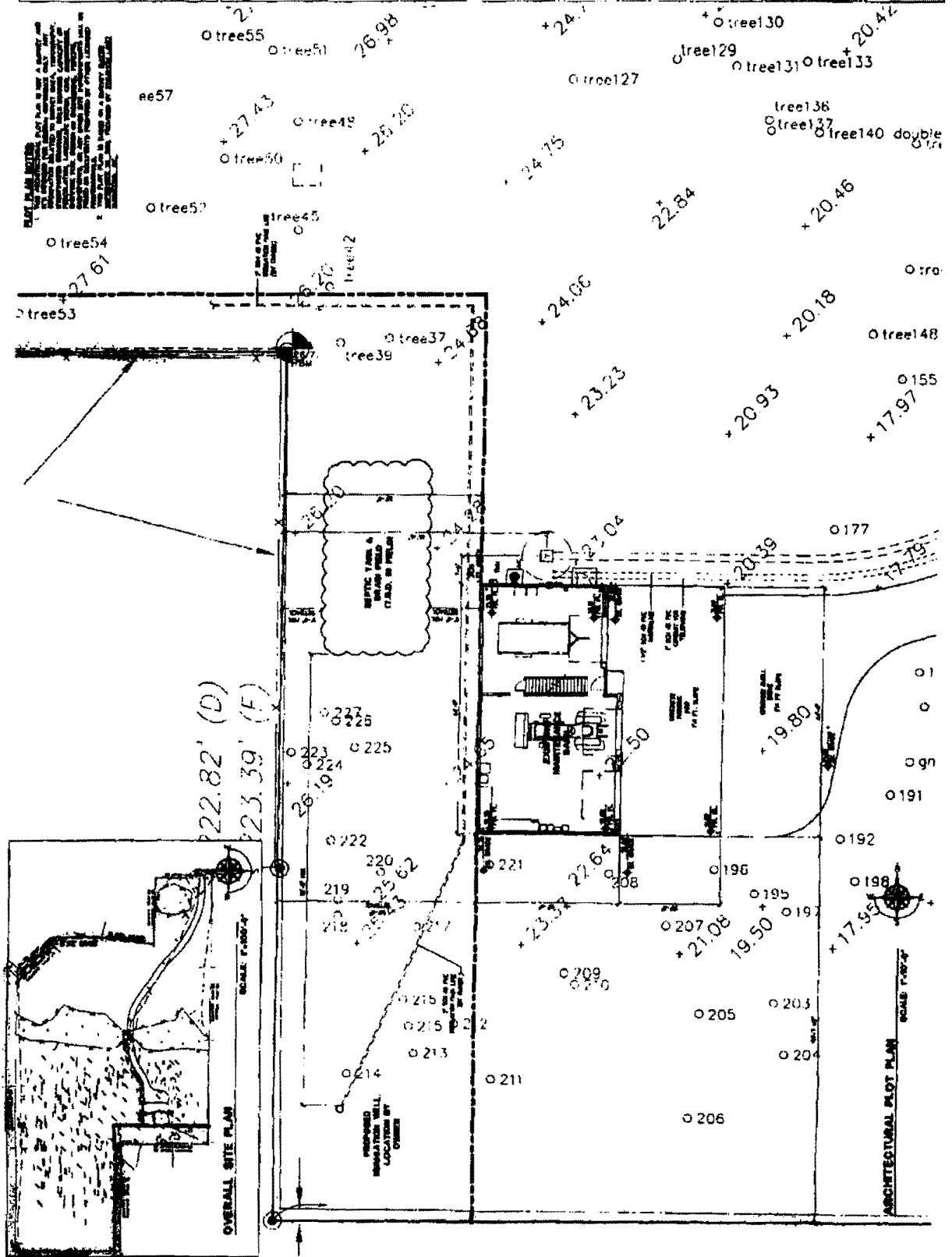
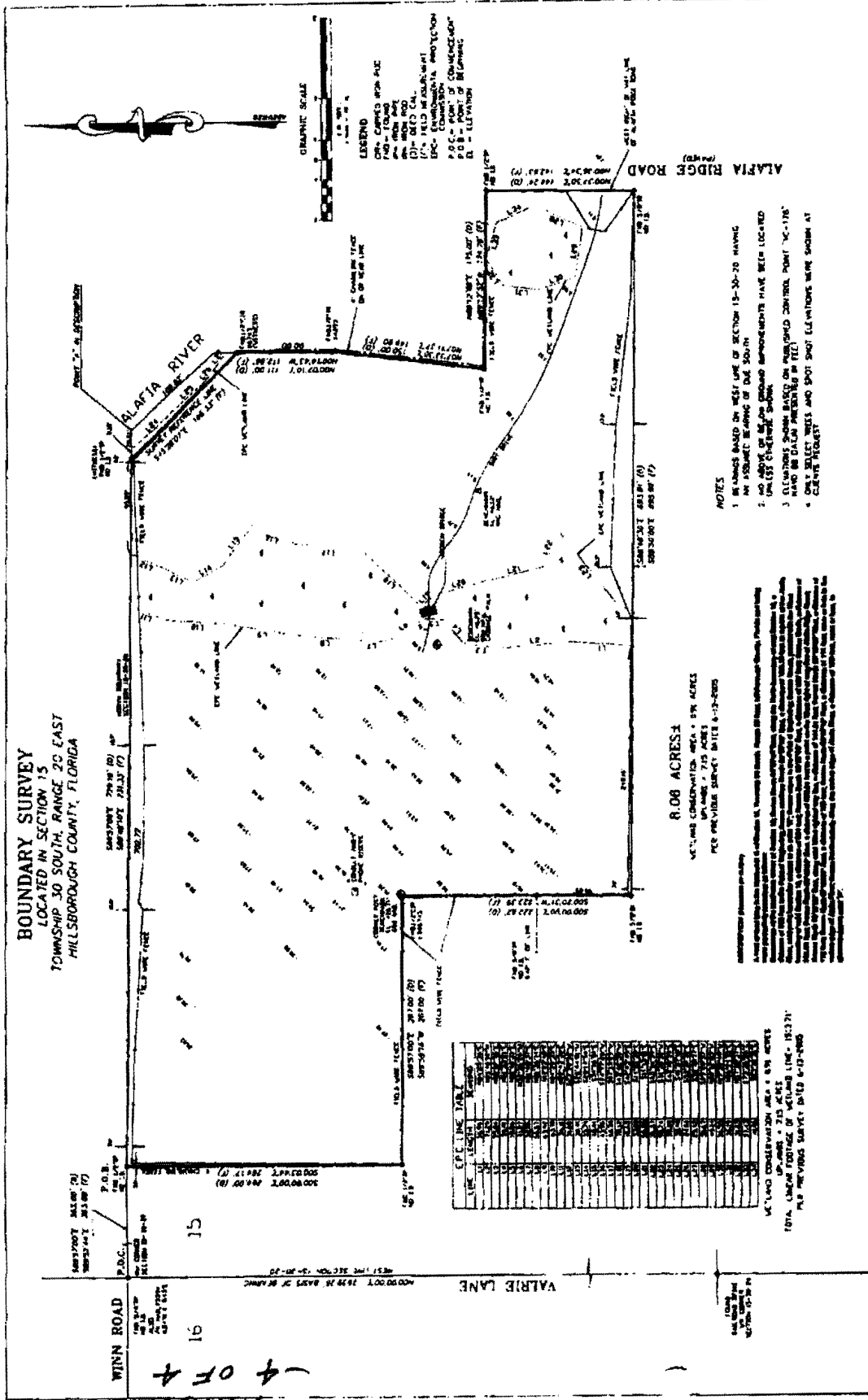


EXHIBIT E
 3 OF 4



NO.	DATE	REVISIONS	BY	FOR
1	6/12/85	ISSUED THIS AND FOLLOWING	JK	SECTION
2				
3				
4				
5				

EDGEMON LAND SURVEYING, INC. LB # 6743 3020 JIM REDMAN PARKWAY PLANT CITY, FLORIDA 33566 813-754-5621	SURVEY FOR ROBERT EVANS CERTIFIED TO 1. ROBERT EVANS RECORDABLE TRUST 2. 340017111 QUINCY COMPANY	REVISIONS 1. 6/12/85 2. 6/12/85 3. 6/12/85 4. 6/12/85 5. 6/12/85	NOTES 1. IN LANCES BASED ON WEST LINE OF SECTION 15-30-20 HAVING IN SUBJECT BEARING OF DUE SOUTH 2. NO ADJ. OF ADJ. GROUND IMPROVEMENTS HAVE BEEN LOCATED 3. ALL CORNERS SHOWN ARE ON RECORDED CONTROL POINT "C-118" 4. THE BEARS, BEARS AND SPOT SHOT ELEVATIONS WERE SHOWN AT 5. SEE PLAN SHEET
--	---	--	--

EXHIBIT E
 - 4 OF 4

EXHIBIT F
1 OF 1



BOARD OF COUNTY COMMISSIONERS
Kevin Beckner
Victor D. Crist
Ken Hagan
Al Higginbotham
Levley "Les" Miller, Jr.
Sandra L. Murman
Mark Sharpe

Office of the County Administrator
Michael S. Merrill

CHIEF ADMINISTRATIVE OFFICER
Helene Marks
CHIEF FINANCIAL ADMINISTRATOR
Bonnie M. Wise
DEPUTY COUNTY ADMINISTRATORS
Lucia E. Gersys
Sharon D. Subadan

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 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 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 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

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 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

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

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:

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 $07^{\circ}33'30''$ East, a distance of 150.00 feet; thence North $00^{\circ}07'10''$ 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

Bill To
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

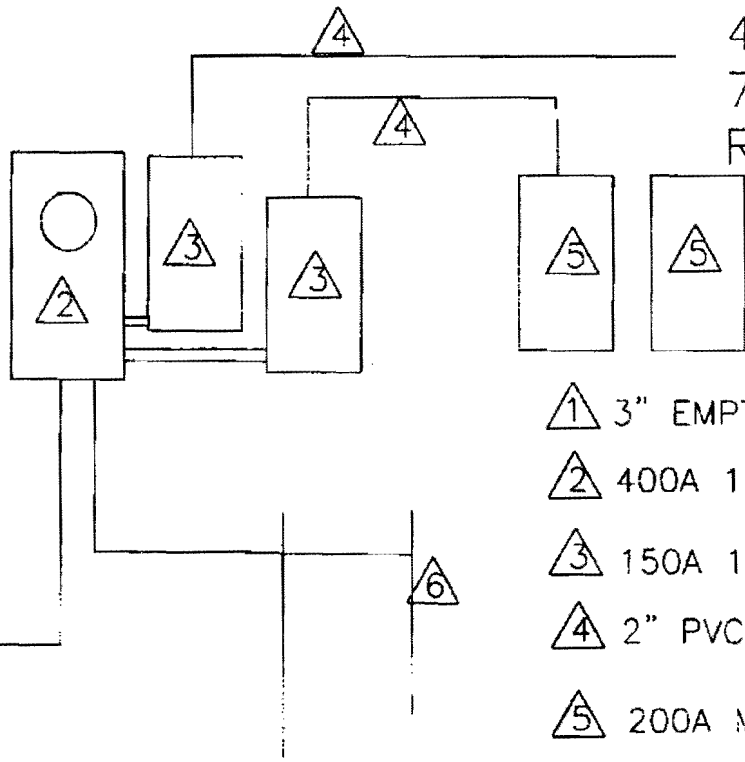
Description	Field Engineer	Amount
<p>PROJECT TITLE: EVANS BARN LOCATION: 7207 ALAFIA RIDGE RD RIVERVIEW, FL</p> <p>INSTALL 750' OF UNDERGROUND PRIMARY CABLE IN EXISTING CONDUIT AND SINGLE PHASE PADMOUNTED TRANSFORMER. TAMPA ELECTRIC COMPANY WILL NEED TO VERIFY THAT THE EXISTING CONDUIT MEETS ITS REQUIRED 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>	Total	\$5,276.15
	Payments/Credits	\$0.00
	Balance Due	\$5,276.15

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.

Electrical Subcontracting Division (Note: All work is done in accordance with the National Electrical Code (NEC) and all applicable local codes.)

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

231 Ave.
Electrical Services, Inc.
3391 Cochran Rd
Sanford, FL 32771
Phone: 407-594-2065
Fax: 407-595-1702

SERVICE DATE: _____
BY: _____
SWITCH CLEAR: _____

DATE:			
TIME:			

BUILDER: _____
PLAN / DATE: _____
LOT / SUB: _____
DATE / BY: _____

HILLSBOROUGH COUNTY BUILDING SERVICES DIVISION
ELECTRICAL PERMIT APPLICATION

813. 635.7362

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

MII PARK NAME / LOT: _____

JOB LOCATION: 7207 Alafia Ridge Road Piquette

CITY: Piquette ZIP: 335169

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) 333-2165 x1163 FAX: (407) 531-1043

E-MAIL ADDRESS: msodaski@delain.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 713 (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 DEPR. 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.

Pauline Robinson

From: stefanie@trialwork.net
Sent: Tuesday, July 17, 2012 12:16 PM
To: Pauline Robinson
Subject: Evans filing
Attachments: Evans Teco petition20120712_0022.pdf

Please see documents attached hereto.

Stefanie

Stefanie Neuman
Assistant to
J. Benton Stewart, II, Esq.
STEWART LAW P.L.L.C.
11705 Boyette Road
Suite 205
Riverview FL 33569
P: 813-354-6446
F: 813-354-5574

"The minute you settle for less than you deserve, you get even less than you settled for." -
Maureen Dowd

7/17/2012