

Prepared by: Duke Energy Florida, LLC  
Return To: Duke Energy Florida, LLC  
Attn: Land Services  
2166 Palmetto St  
Mail Code: CW Eng  
Clearwater, Florida 33765

Parcel # 24-23-29-3400-00-092

906 Waltham Avenue  
Orlando, FL

## EASEMENT

State of Florida  
County of Orange

THIS EASEMENT (“**Easement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, from **CITY OF BELLE ISLE**, a Florida municipal corporation (“**Grantor**”, whether one or more), to **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, Post Office Box 14042, St. Petersburg, FL 33733 (“**Grantee**”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “**Facilities**”).

Grantor is the owner of that certain property described in "Exhibit A" attached hereto and incorporated herein by reference (“**Property**”).

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the "**Easement Area**").

The rights granted herein include, but are not limited to, the following:

1. For the purpose of exercising Grantee's rights under this Easement, Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
5. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
6. Grantee may increase or decrease the voltage and change the quantity and types of Facilities as necessary to provide electric service to the Grantor's improvements upon the Property.
7. All other rights and privileges reasonably necessary and consistent with the terms of the Easement, in Grantee's reasonable discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

If at any time Grantor no longer needs electric service to the Property from Grantee, Grantor shall have the right to, at Grantor's expense, cause the removal of Grantee's improvements within the Easement Area and terminate this Easement upon at least ninety (90) days advance written notice from Grantor to Grantee. Upon such termination, Grantor and Grantee agree to execute and record a termination of this Easement I the public records of Orange County, Florida.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witnesses:

**CITY OF BELLE ISLE**  
a Florida corporation

\_\_\_\_\_  
(Witness #1)  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Nick Fouraker, Mayor

Grantor(s) Mailing Address:

\_\_\_\_\_  
(Witness #2)  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
1600 Nela Avenue  
\_\_\_\_\_  
Belle Isle, Florida 32809  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
Yolanda Quiceno, City Clerk

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Yolanda Quiceno, City Clerk of \_\_\_\_\_ corporation, a Florida corporation, and that by authority duly given and as the act of said corporation, the foregoing EASEMENT was signed in its name by its Mayor, sealed with its official seal, and attested by herself/himself as its City Clerk. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



Notary Public: \_\_\_\_\_

Printed/ Typed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

This instrument prepared by Manny R. Vilaret, Esquire, 10901 Danka Circle Suite C, St. Petersburg, FL 33716.

EXHIBIT A

SUBIVISION OF HARNEY HOMESTEAD, as Recorded In Plat Book C, Page 53, of the Public Records of Orange County, Florida, beginning at the Northeast corner of Lot 9 run West 100.00 feet South, 173.00 feet East, 100.00 feet North to the POINT OF BEGINNING; AND IN J G TYNERS SUBDIVISION, as recorded in Plat Book F, Page 44, of the Public Records of Orange County, Florida, Lots 1 through 4 And Lots 7 through 13, And Vacated Street lying South of Lots 1 through 4, And North of Lots 9 through 12. SEE 3404/1853 3343/423 3373/230 3378/1798