

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

Parcel # 24-23-29-3400-00-094

6300 Hansel Ave  
Belle Isle, 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 in 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)

\_\_\_\_\_  
Nicholas Fouraker, Mayor

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Grantor(s) Mailing Address:

\_\_\_\_\_  
(Witness #2)

\_\_\_\_\_  
1600 Nela Avenue

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Belle Isle, Florida 32809

Address: \_\_\_\_\_

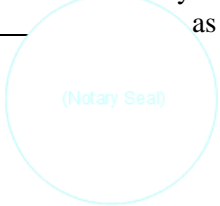
Attest:

\_\_\_\_\_  
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

Being that property located within the City of Belle Isle, Orange County, Florida, more particularly described as follows:  
Being that property located within the City of Belle Isle, Orange County, Florida, more particularly described as follows:

Lot 9 of HARNEY HOMESTEAD, as recorded in Plat Book C, Page 53, of the Public Records of Orange County, Florida, less the East 100 feet thereof; less the North 391.8 feet thereof; less portions of road right of way on the North, bounded by Fairlane Avenue, and on the South, bounded by East Wallace Street, as the same may have been conveyed to or taken by the City of Belle Isle or Orange County, Florida for road widening purposes.

LESS AND EXCEPT:

That part of Lot 9 conveyed to the State of Florida by Special Warranty Deed recorded in Official Records Book 779, Page 14, of the Official Records of Orange County, Florida, being described as follows:

That part of: Lot 9, Harney Homestead Subdivision, as shown in Plat Book "C", Page 53, said public records, LESS the North 391.8 feet of said Lot 9; lying within 30 feet Easterly of the survey line of State Road 527, Section 75040, said survey line being described as follows:

Begin on the Easterly extension of the North line of Lot 18, John Keen's Subdivision, Plat Book "H", Page 11, public records, Orange County, Florida, at a point 31.16 feet East of the Northeast corner of said Lot 18, and run thence North 0°15'17" West, 579.36 feet to the center of Section 24, Township 23 South, Range 29 East;

ALSO, the East 30 feet of the West 60 feet of the South 30 feet of the North 421.8 feet of said Lot 9, Harney Homestead;

ALSO, that part of said Lot 9, Harney Homestead, lying within 30 feet Northerly of a line described as follows:

Commence on the Easterly extension of the North line of Lot 18, John Keen's Subdivision, Plat Book "H", Page 11, Public Records, Orange County, Florida, at a point 31.16 feet East of the Northeast Corner of said Lot 18, and run thence North 0°15'17" West 33.70 feet for a POINT OF BEGINNING; From said Point of Beginning run South 89°42'47" East, 60 feet;

The lands herein described contain .172 acre (7499 square feet), more or less, exclusive of area in existing roads.

FURTHER LESS AND EXCEPT

FURTHER LESS AND EXCEPT

That part conveyed to Pine Castle Methodist Church, Inc. by Special Warranty Deed recorded in Official Records Book 8382, Page 274, of the Official Records of Orange County, Florida, being described as follows:

Commence at the Southwest corner of Lot 9 of the HARNEY HOMESTEAD, as recorded in Plat Book C, Page 53, of the public records of Orange County, Florida, thence run North 89 deg 57 min 29 sec East along the North right-of-way line of Wallace Street as shown and depicted on the plat of KEEN-"C", Page 53, of the public records of Orange County, Florida, thence run North 89 deg 57 min 29 sec East along the North right-of-way line of Wallace Street as shown and depicted on the plat of KEEN-CASTLE, as recorded in Plat Book "P", Page 1, of said public records, a distance of 224.28 feet to the POINT OF BEGINNING; thence North 00 deg 04 min 16 sec East along the East line of the West 224.28 feet of said Lot 9, a distance of 224.70 feet to a point on the South right-of-way line of Fairlane Avenue; thence along said South line North 89 deg 58 min 20 sec East, a distance of 173.95 feet; thence leaving said South line South 00 deg 18 min 56 sec East along the West line of the East 100.00 feet of said Lot 9, a distance of 224.65 feet to a point on the North right-of-way line of Wallace Street; thence along said North line South 89 deg 57 min 29 sec West, a distance of 175.47 feet to the POINT OF BEGINNING.