

Pinellas County, FL  
Work Request #: Madeira Beach Ph1  
Address: Gulf Blvd, Madeira Beach, FL 33708  
STR: Section: 15; Township: 31 S; Range: 15 E

## **EASEMENT**

THIS EASEMENT ("Easement") from **CITY OF MADEIRA BEACH**, a Florida municipal corporation ("GRANTOR," whether one or more) to **DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY**, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("GRANTEE");

### **WITNESSETH:**

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes under, upon, across, through and within the following described lands in Pinellas County, Florida, and referred to hereinafter as the Easement Area to wit:

A 10.00 foot wide Easement Area lying 5.00 feet on each side of **GRANTEE's** facilities to be installed at mutually agreeable locations over, under, upon, across, through and within the following described property to accommodate present and future development:

**Lots 5 and 6, Block 5, Mitchell's Beach Subdivision, in Section 15, Township 31 South, Range 15 East, as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida.**

**Less that part thereof lying within 40 feet of the Survey line on State Road 699, Section 15100, said Survey Line being described as follows:**

**Begin on the northeasterly extension of the southeasterly boundary of Lot 32, Block 4, Mitchell's Beach Subdivision in Section 15, Township 31 South, Range 15 East as per plat thereof recorded in Plat Book 3, page 54, Public Records of Pinellas County, Florida, at a point 143.93 feet North 38°09'22" East of the NE corner of Lot 1, Block 4 of said Mitchell's Beach Subdivision, run thence North 39°15'38" West 900.27 feet to the northeasterly extension of the southeasterly boundary line of Lot 20, Block 6 of said Mitchell's Beach Subdivision at a point 143.50 feet North 38°03'02 East of the NE corner of Lot 1, Block 6, of said Mitchell's Beach Subdivision. Said lessed out property being acquired as right of way by the State of Florida, for the use and benefit of the State of Florida Department of Transportation.**

**Tax Parcel Number: 15-31-15-58320-005-0050**

The general scope and location of the facilities covered in this Easement have been agreed to by the parties hereto. This Easement will be replaced with a Descriptive Easement, as will be shown on a certified surveyed sketch of description to be provided by **GRANTEE** within ninety (90) days after the installation of Facilities by **GRANTEE**. If the Descriptive Easement is not executed by **GRANTOR** within forty-five (45) days of being provided by **GRANTEE**, **GRANTEE** will record this Easement.

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR's** adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

**GRANTOR** shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof; If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE's** facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

**GRANTOR** hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

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

**GRANTOR:**  
**CITY OF MADEIRA BEACH, a Florida**  
municipal corporation

**ATTEST:**

\_\_\_\_\_  
Clara VanBlargan, City Clerk

\_\_\_\_\_  
Robin Gomez, City Manager

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

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

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

**Grantor(s) Mailing Address:**

\_\_\_\_\_  
300 Municipal Dr

\_\_\_\_\_  
Madeira Beach, FL 33708

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

**First Witness Mailing Address:**

\_\_\_\_\_  
Print or Type Name of First Witness

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

**Second Witness Mailing Address:**

\_\_\_\_\_  
Print or Type Name of Second Witness

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_, by Robin Gomez, its City Manager, respectively, of CITY OF MADEIRA BEACH, a Florida municipal, on behalf of the City who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal]

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

\_\_\_\_\_  
Name typed, printed or stamped

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