

Highlands County, Florida
Work Request #: 1021044
Address: 1350 W. Bell St., Avon Park, FL 33825 & 1645 SR 64 W, Avon Park, FL 33825
STR: 21, 28-33S-28E

EASEMENT

THIS EASEMENT ("Easement") is made this _____ day of _____, 20____ ("Effective Date"), from CITY OF AVON PARK ("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 over, under, upon, across, through and within the following described lands in Highlands County, Florida, and referred to hereinafter as the Easement Area to wit:

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

Parcel A-21-33-28-010-0210-003A

A parcel of land in tract 4, according to the replat of Section 28, Township 33 South, Range 28 East, as recorded in Plat Book 3, Page 63 of the Public Records of Highlands County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Section 28, proceed N 89°57'47" E a distance of 614.47 feet along said North line Section 28 to the Point of Beginning, thence continue N 89°57'47" E a distance of 103.68 feet along said North line of Section 28, thence S 45°06'43" W a distance of 1013.24 feet, thence N 00°01'38" W a distance of 96.02 feet along the West line of said Section 28, thence N 44°46'45" E a distance of 872.02 feet to the Point of Beginning.

AND

Parcel A-21-33-28-010-0210-003B

**TWN OF AVON PARK IN SEC 21
-AP FLYING SERVICE LESSEE-
PORT OF LOTS 2 + 3 BLK 37
MAIN HANGAR
-AVON PARK JET CENTER-**

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) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) 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.

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.

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IN WITNESS WHEREOF, the said GRANTOR has caused this easement to be signed by its proper officers thereunto duly authorized and attested this _____ day of _____, 20____.

GRANTOR:

City of Avon Park
Name of Municipality

ATTEST:

City Clerk

Mayor

Print or Type Name

Print or Type Name

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

Grantor(s) mailing address:

Signature of First Witness

110 E. Main St.
Avon Park, FL 33825

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

State of _____)
County of _____) ss

The foregoing Easement was acknowledged before me this _____ day of _____, 20____, by _____ and _____, its Mayor and its City Clerk, respectively of the **CITY OF AVON PARK**, who is/are personally known to me or who has/have produced _____ as identification.

NOTARY SEAL

Name:
Notary Public
Serial Number:
My Commission Expires: