

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

Parcel # R19 423 19 0000 0110 091

## EASEMENT

State of Florida  
County of Hernando

THIS EASEMENT ("**Easement**") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, from **HERNANDO COUNTY**, a subdivision of the State of Florida existing under the laws of the State of Florida ("**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:

*For Grantee's Internal Use:*  
Work Order #: 47218498-20

1. 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. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. 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.
7. 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.
8. Grantee may increase or decrease the voltage and change the quantity and types of Facilities.
9. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
10. All other rights and privileges reasonably necessary, in Grantee's sole 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.

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

Witnesses:

**HERNANDO COUNTY**  
a subdivision of the State of Florida

\_\_\_\_\_  
(Witness #1)

\_\_\_\_\_  
John Allocco, Chairman, Board of County Commissioners

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

Grantor(s) Mailing Address:

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

\_\_\_\_\_  
15470 Flight Path Drive  
Brooksville, FL 34604

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by John Allocco, Chairman, Board of County Commissioners of Hernando County, a subdivision of the State of Florida, on behalf of the County. He 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.

For Grantee's Internal Use:  
Work Order #: 47218498-20

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
BY [Signature]  
County Attorney's Office

EXHIBIT "A"

A parcel of land lying within Section 19, Township 23 South, Range 19 East, Hernando County, Florida, being more particularly described as follows: For a POINT OF REFERENCE commence at the Southwest corner of Section 19, Township 23 South, Range 19 East, Hernando County, Florida; thence S.89°56'05"E., along the South boundary of the Southwest  $\frac{1}{4}$  of said Section 19, a distance of 822.13 feet to the proposed centerline of American Flyer Way; thence along said proposed centerline the following three (3) courses: (1) N.06°16'14"E., a distance of 281.20 feet to a point of curvature; (2) Northerly 104.82 feet along the arc of a curve to the right, said curve having a radius of 300.00 feet, a central angle of 20°01'09", and a chord bearing and distance of N.16°16'49"E., 104.29 feet; (3) N.26°17'23"E., a distance of 272.52 feet; thence S.63°43'52"E., a distance of 29.82 feet to the proposed East right-of-way line of American Flyer Way for a POINT OF BEGINNING; thence N.26°15'16"E., along said proposed East right-of-way line, a distance of 1,844.54 feet to a non-tangent point of curvature; thence Easterly 39.29 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 90°03'11", and a chord bearing and distance of N.71°16'51"E., 35.37 feet to the South right-of-way line of Railpark Drive; thence S.63°41'33"E., along said South right-of-way line, a distance of 399.99 feet; thence S.26°17'15"W., a distance of 39.80 feet; thence N.63°42'37"W., a distance of 24.99 feet; thence S.26°15'02"W., a distance of 286.78 feet; thence S.63°44'44"E., a distance of 24.61 feet; thence S.26°15'16"W., a distance of 45.00 feet; thence N.63°44'44"W., a distance of 24.60 feet; thence S.26°15'02"W., a distance of 1,297.64 feet to a non-tangent point of curvature; thence Southerly 203.24 feet along the arc of a curve to the left, said curve having a radius of 662.28 feet, a central angle of 17°28'56", and a chord bearing and distance of S.17°28'56"W., 202.44 feet; thence N.63°43'52"W., a distance of 430.98 feet to the POINT OF BEGINNING.