



SEC: 20	TWP: 23S	RGE: 27E	COUNTY: ORANGE	PROJECT: 59890441 D 61760225 LS
GRANTOR: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS				
SITE ADDRESS: 6963 Avalon Road, Winter Garden (Fire Station #48)				
TAX PARCEL NUMBER: 20-23-27-2710-02-001				

DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors and assigns (**GRANTOR** herein), in consideration of the mutual benefits, covenants and conditions herein contained, does hereby grant and convey to **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company, d/b/a DUKE ENERGY**, its successors, lessees and assigns, (**GRANTEE** herein), Post Office Box 14042, St. Petersburg, Florida 33733, the right, privilege and easement to construct, reconstruct, operate and maintain in perpetuity or until the use thereof is abandoned, one or more electric underground distribution lines and related underground facilities and appurtenant aboveground facilities (including supporting structures, other wires, attachments and accessories desirable in connection therewith); together with the right, privilege and easement to construct, reconstruct, operate communication facilities only for the use and convenience of the **GRANTEE** for the **GRANTEE's** internal communications. This is subject to all applicable permitting requirements as may be required by federal, state, or local codes, statutes, ordinances, or regulations, over, under, upon and across the following described lands in Orange County, Florida, and referred to hereinafter as the Easement Area to wit:

Legal Description: See Exhibit A, attached hereto and by this reference made a part hereof

This easement will be replaced with a Descriptive Easement, five (5') feet on either side of all facilities installed by **GRANTEE**, as will be shown on a certified surveyed sketch of description to be provided by **GRANTOR** with ninety (90) days after the installation of facilities by **GRANTEE**. If the sketch of description is not provided by **GRANTOR** within ninety (90) days after completion of installation, **GRANTEE** will record this easement.

The Easement granted herein is solely for the purposes described. No additions, modifications, or improvements beyond those listed herein shall be constructed, erected, placed or maintained on or around the easement property without **GRANTOR'S** prior written approval.

Together with the right to patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines and related facilities, including the right to increase or decrease the number and type of supporting structures.

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric distribution lines and related facilities, including the right to trim, cut and keep clear trees, limbs and undergrowth along said lines, and further including the reasonable right to enter upon the adjoining lands of the **GRANTOR** for the purpose of exercising the rights herein granted. 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. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR covenants and agrees that no trees, buildings, structures or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered.

Prepared By: Manny R. Vilaret, Esq.
Crawford & Owen, P.A.
10901 Danka Circle, Suite c
Saint Petersburg, Florida 33716

Return to: Duke Energy
Attn: Land Services
290 First Avenue N
St. Petersburg, Florida 33701

GRANTEE covenants and agrees to promptly repair, at its own expense, all damage to any property, facilities or improvements of **GRANTOR** located in the Easement Area or adjacent thereto, including without limitation parking areas, driveways, recreational facilities and landscaping, if such damage is incident to the exercise of **GRANTEE's** rights, privileges, or obligations under this Easement.

GRANTEE shall defend, indemnify and hold harmless **GRANTOR**, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including reasonable attorney's fees prior to and upon appeal) of any kind or nature whatsoever related to this Easement to the extent directly arising out of or to the extent caused by: (i) the negligent use and enjoyment by **GRANTEE**, its directors, officers, employees, agents, contractors or their subcontractors, anyone employed by them, or anyone for whose acts any of them may be liable (collectively "**GRANTEE's** Permittees") of the Easement Area; (ii) all liens and other charges asserted against the Easement Area for any purpose whatsoever to the extent arising as a result of the actions of **GRANTEE**, or **GRANTEE's** Permittees; (iii) all claims relating to injury to persons or property occurring on or about the Easement Area to the extent caused by the use or control of the Easement Area by **GRANTEE** or **GRANTEE's** Permittees; (iv) **GRANTEE's** or **GRANTEE's** Permittees' failure to properly construct and maintain the Facilities; and, (v) **GRANTEE's** or **GRANTEE's** Permittees' construction activities upon, over or under the Easement Area; Notwithstanding any provision of this easement, nothing herein shall be construed as a waiver of **GRANTOR's** sovereign immunity.

GRANTOR retains all rights in and to said Easement Area not in conflict with **GRANTEE's** rights hereunder granted.

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, the said **GRANTOR** has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)

Orange County, Florida
By: Board of County Commissioners

BY: _____
Jerry L. Demings
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

Printed Name

EXHIBIT A

A parcel of land comprising portions of Lots 4 through 8, Block 12A, and a portion of an unnamed right of way according to the Plat of Mountain Park Orange Groves as recorded in Plat Book P, Page 91 lying in Section 19, Township 23 South, Range 27 East, and a portion of Lot 2, Hamlin Southwest Infrastructure, according to the Plat thereof as recorded in Plat Book 105, Pages 102 through 106 lying in Section 20, Township 23 South, Range 27 East, all of the Public Records of Orange County, Florida.

Being more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of aforesaid Section 20; thence run North 00°08'53" West along the West line of said Southwest 1/4 of Section 20 for a distance of 50.46 feet to the POINT OF BEGINNING; thence departing said West line run South 56°21'37" West for a distance of 44.31 feet to a point on the Easterly right of way line of Avalon Road, County Road 545 as recorded in Official Records Document Number 20200652210 of the Public Records of Orange County, Florida, also being a point on a non tangent curve, concave Northeasterly having a radius of 1340.00 feet, with a chord bearing of North 26°41'05" West, and a chord distance of 344.74 feet; thence run Northwesterly along the arc of said curve through a central angle of 14°21'01" for a distance of 335.62 feet to a point on a non tangent line; thence departing said Easterly right of way line run North 69°02'12" East for a distance of 370.16 feet to a point on a non tangent curve, concave Northeasterly having a radius of 970.00 feet, with a chord bearing of South 25°43'32" East, and a chord distance of 228.72 feet; thence run Southeasterly along the arc of said curve through a central angle of 13°32'30" for a distance of 229.26 feet to a point of reverse curvature of a curve concave Westerly having a radius of 25.00 feet, with a chord bearing of South 11°55'55" West, and a chord distance of 35.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 88°51'24" for a distance of 38.77 feet to a point of tangency; thence run South 56°21'37" West for a distance of 300.88 feet to the POINT OF BEGINNING.

Containing 108,904 square feet, 2.50 acres more or less.