



Project: Storey Park Master Pump Station - Duke Easement

SEC: 03	TWP: 24S	RGE: 31E	COUNTY: ORANGE	PROJECT: 58328519D 58827017LS
GRANTOR: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS				
SITE ADDRESS: DOWDEN ROAD				
TAX PARCEL NUMBER: 03-24-31-0000-00-004				

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:

A portion of the Northwest 1/4 of Section 3, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of said Section 3; thence run S 00°47'07" E along the West line of the Northwest 1/4 of said Section 3, a distance of 548.54 feet; thence run N 89°12'53" E a distance of 184.05 feet to a point on the proposed easterly right-of-way line of Innovation Way North and the Point of Beginning; thence run N 67°47'24" E a distance of 120.00 feet; thence run S 40°09'20" E a distance of 2.27 feet; thence run S 30°19'07" E a distance of 138.83 feet; thence run S 08°06'30" E a distance of 83.24 feet; thence run S67°47'24" W a distance of 120.00 feet to a point on the aforesaid proposed easterly right-of-way line of Innovation Way North; thence run N 22°12'36" W along said proposed easterly right of way line, a distance of 220.34 feet to the Point of Beginning.

This easement will be replaced with a Descriptive Easement, Twenty feet (20') by Twenty feet (20') for each Switchgear and five feet (5') 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

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Clearwater, Florida 33765

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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.

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