

SEC. 06 TWP. 23S. RGE. 30E.
FOLIO/PARCEL ID NO.: 06-23-30-0000-00-017
PROJECT NO.: N/A

PREPARED BY
AND RETURN TO:

Isabel M. Morales
Real Estate Department
Peoples Gas System, Inc.
P.O. Box 2562
Tampa, FL 33601

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **ORANGE COUNTY**, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, ("Grantor"), in consideration of One Dollar and other valuable considerations paid to Grantor by **PEOPLES GAS SYSTEM, INC.**, a Florida corporation, P.O. Box 2562, Tampa, Florida 33601 ("Company"), receipt whereof is hereby acknowledged, has given and granted unto the Company, its successors and assigns, a perpetual easement over and the right to enter upon the land in Orange County, Florida, described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof ("Easement Parcel")

together with the right of ingress and egress to and from the same, and all rights therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of such easement, which is for the purposes of placing, constructing, operating, maintaining, repairing, replacing on and removing from said land, installations described as follows:

Underground gas line and aboveground and underground necessary appurtenances thereto, including without limitation telecommunications equipment, risers, and pipeline markers ("Facilities").

The width of the Easement (the "Easement Area") shall be ten (10) feet lying five (5) feet on each side of the centerline of the Facilities as installed or to be constructed.

The aforesaid rights and privileges granted shall include the right and privilege to root prune or remove any and all deep rooted vegetation upon said Easement Area and upon the Grantor's lands adjacent to said land, wherever the Company may deem it necessary or desirable to do so for the protection of said installations.

Company shall promptly repair any damage to the Easement Area, or any other property not owned by Company, caused by Company exercising its rights under this agreement, including ground cover, planting, roadways, driveways, sidewalks, and parking areas.

Grantor reserves the right to install minor landscaping, irrigation and/or fencing within the Easement parcel provided that it does not and will not directly interfere with the Company's Facilities, does not change grade, and does not cause water

impoundment. Grantor further acknowledges that under the "Underground Facility Damage Prevention and Safety Act" (ch. 556 Fla. Stat.), that Grantor is obligated to notify "Sunshine State One-Call of Florida, Inc." of its intent to engage in excavation or demolition prior to commencing any work and that this notification system shall provide member operations an opportunity to identify and locate, if applicable, their underground Facilities prior to said excavation or demolition. In the event Grantor fails to notify as set forth above, Grantor may be held responsible for costs and expenses incurred due to damage of Company's Facilities.

The Company agrees, at the sole expense of Grantor, to relocate its Facilities, over, under and upon subject parcel upon the request of Grantor, and the vacated portion of this easement being released and conveyed back to Grantor and the site of the relocated Facilities being conveyed and included in this easement grant as though it had been included ab initio.

Company, at its option and in its sole discretion, may remove those underground portions of the Facilities that should be removed and purge and cap any portions of abandoned Facilities to be left in place.

The Company agrees to amend the Easement Area at such time as Grantor provides to Company a survey of the natural gas facilities contemplated herein and a specific legal description of the revised easement area acceptable to the Company.

Company shall indemnify and hold harmless Grantor, its successors and assigns from any claim, liability, suit, demand or costs including attorney fees incurred by Grantor on account of any injuries or damages received or sustained by persons or property arising out of or occasioned by the negligence or willful misconduct of Company in connection with the Facilities (as defined in the easement) or exercise of rights in the Easement granted hereunder.

The terms "Grantor" and "Company" herein employed shall be construed to include the words "heirs, executors, administrators and assigns" and "successors and assigns" of the respective parties hereto, wherever the context so admits or requires. This Grant of Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

Grantor warrants to Company that it is duly formed, validly existing and in good standing under the laws of its state of formation, and Grantor has all requisite right, power, and authority to enter into this Easement, Grantor owns the Easement Parcel, and no consent of any other person is required to render this Easement a valid and binding instrument.

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SIGNATURES AND EXHIBIT TO FOLLOW

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement this ____ day of _____,
20__.

Signed, Sealed and Delivered in the presence of:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST:

Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Printed Name

EXHIBIT "A"

Legal Description:

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 23 South, Range 30 East, Orange County, Florida;
Less the north 40 feet thereof (the E. Michigan Street road right of way).

AND

SW1/4 of the SE 1/4 of the SW $\frac{1}{4}$ of Section 6, Township 23 South, Range 30 East; Less the South 270 feet
thereof