

Seminole County, FL

Work Request #: 35206367

Address: 2721 S Ronald Reagan Blvd., Altamonte Springs 32701

STR: 18-21S-30E

EASEMENT

THIS EASEMENT ("**Easement**") is made this ____ day of _____, 2020 ("**Effective Date**"), from **SEMINOLE COUNTY**, a political subdivision of the State of Florida whose mailing address is 1101 East First Street, Sanford, Florida 32771 ("**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:

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 Seminole County, Florida, and referred to in this Easement as the Easement Area to wit:

The Easement Area as being more particularly described and shown on the accompanying Exhibit "A" and Exhibit "B", Sketch of Descriptions, as prepared by Harry H. Sobhraj, of V & S Surveying Inc., dated February 10, 2020, Survey Number: VS 2351-2 and VS 2351-3, both consisting of one (1) page, and attached hereto and incorporated herein by this reference.

Tax Parcel Number: 18-21-30-508-0000-0600

The rights granted under this Easement to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove the 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 granted under this Easement; (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 in this Easement. Failure to exercise the rights granted under this Easement to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR shall have the right but not the duty to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** under this Easement, except that 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 of these items. 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 but not the duty to remove any such obstruction(s) at **GRANTOR's** expense to the extent permitted by law. Excluding removal of vegetation and obstructions as provided under this Easement, **GRANTEE** shall repair any physical damage to the surface of the Easement Area or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors to a condition reasonably close to the previous condition. The rights and easement granted under this Easement are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting the Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** under this Easement.

GRANTOR hereby warrants and covenants: (a) that **GRANTOR** is the owner of the fee simple title to the Easement Area; (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 the Easement Area. All covenants, terms, provisions and conditions contained in this Easement shall inure and extend to and are obligatory upon the heirs, successors, lessees and assigns of the respective parties.

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this ____ day of _____, 2020, and is effective as of this date.

GRANTOR:

**BOARD OF COUNTY
COMMISSIONERS SEMINOLE
COUNTY, FLORIDA**

ATTEST:

GRANT MALOY
Clerk to the Board of County
Commissioners of Seminole
County, Florida.

For the use and reliance
Seminole County only.

Approved as to form and
legal sufficiency

By: _____
JAY ZEMBOWER, Chairman

Date: _____

As authorized for execution by the
Board of County Commissioners at
its _____, 2020, regular
meeting

County Attorney

SKETCH OF DESCRIPTION **Exhibit "A"**

POWERLINE EASEMENT
"NOT A FIELD SURVEY"

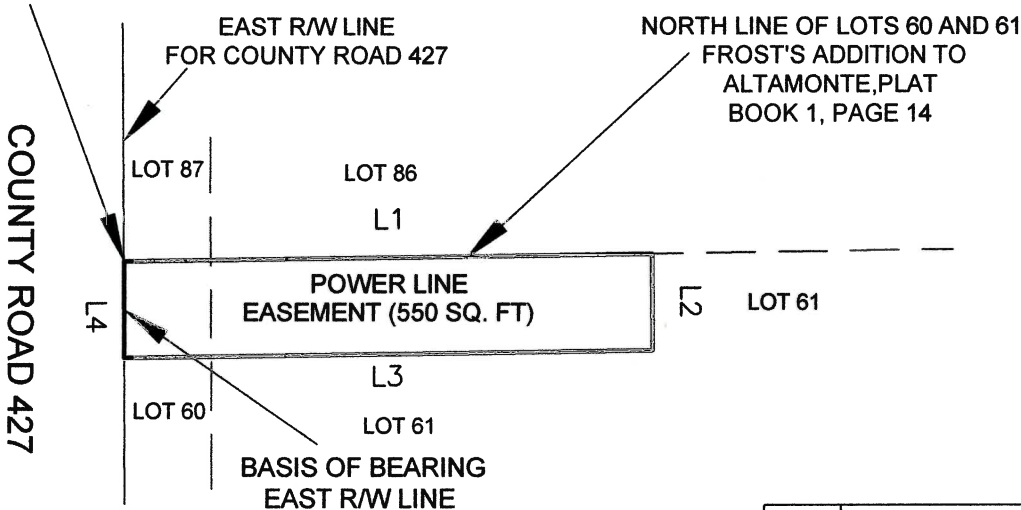
LEGAL DESCRIPTION

WRITTEN BY A SURVEYOR

THAT PART OF LOTS 60 AND 61 OF FROST'S ADDITION TO ALTAMONTE, AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 14 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 60, FROST'S ADDITION TO ALTAMONTE AND THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 427, AS SHOWN ON THE SEMINOLE COUNTY RIGHT-OF-WAY MAP FOR C.R. 427, PHASE 1; THENCE RUN N 89°10'38" E ALONG THE NORTH LINE OF AFORESAID LOTS 60 AND 61 OF FROST'S ADDITION TO ALTAMONTE, A DISTANCE OF 55.00 FEET; THENCE RUN S 00°28'11" E, A DISTANCE OF 10.00 FEET; THENCE RUN S 89°10'38" W, A DISTANCE OF 55.00 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 427; THENCE RUN N 00°28'11" W ALONG THE SAID EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 427, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 550.00 SQUARE FEET MORE OR LESS.



P.O.B
INTERSECTION OF THE
NORTH LINE OF LOT 60
AND THE EAST R/W
LINE OF COUNTY ROAD 427



LINE	BEARING	DISTANCE
L1	N 89°10'38" E	55.00'
L2	S 00°28'11" E	10.00'
L3	S 89°10'38" W	55.00'
L4	N 00°28'11" W	10.00'

LEGEND
P.O.B POINT OF BEGINNING
R/W RIGHT OF WAY
SQ. FT SQUARE FEET

BASIS OF BEARING:
Bearing shown hereon are based on the East Right of Way line of C.R. 427 being assumed as N 00°28'11" W.

V & S SURVEYING INC

2412 ORSOTA CIRCLE, OCOEE, FL 34761
TEL : 407-342 1510
FAX : 407-656 8365
EMAIL : vssurveying@aol.com
LB 7772

SURVEY NO : VS 2351-2

DATE : 02/10/20

SURVEYORS NOTES :
"NOT A FIELD SURVEY"

PAGE 1 OF 1

Signature and raised seal
Certified by
HARRY H. SOBHRAJ
License Number LS 5342
Florida Professional
Surveyor and Mapper
Date : 02/10/20

"Not valid without the signature and raised embossed Seal of a Florida Registered Professional Surveyor and Mapper."

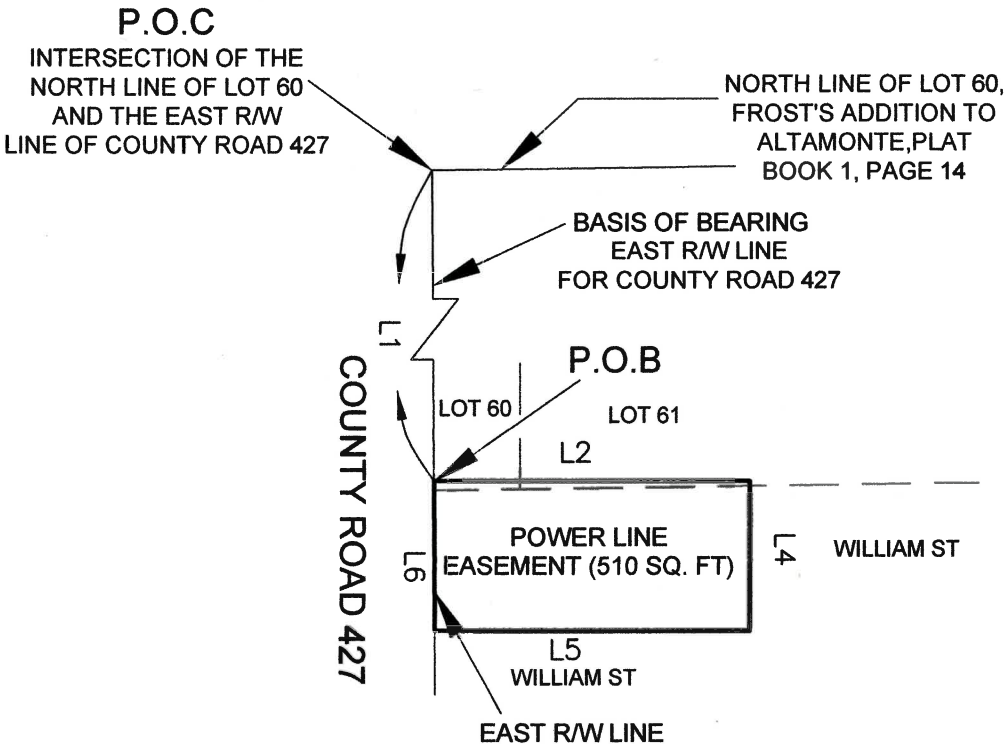
SKETCH OF DESCRIPTION **Exhibit "B"**

POWERLINE EASEMENT
"NOT A FIELD SURVEY"

LEGAL DESCRIPTION

WRITTEN BY A SURVEYOR

THAT PART OF LOTS 60, 61 AND WILLIAM STREET AS SHOWN ON THE PLAT OF FROST'S ADDITION TO ALTAMONTE, RECORDED IN PLAT BOOK 1, PAGE 14, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 60 OF FROST'S ADDITION TO ALTAMONTE AND THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 427, AS SHOWN ON THE SEMINOLE COUNTY RIGHT-OF-WAY MAP FOR COUNTY ROAD 427, PHASE 1; THENCE RUN S 00°28'11" E ALONG SAID EAST RIGHT-OF-WAY LINE FOR COUNTY ROAD 427, A DISTANCE OF 98.40 FEET TO THE POINT OF BEGINNING; THENCE RUN N 90°00'00" E, A DISTANCE OF 32.94 FEET; THENCE RUN S 00°00'00" E, A DISTANCE OF 15.50 FEET; THENCE RUN S 90°00'00" W FOR A DISTANCE OF 32.81 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 427; THENCE RUN N 00°28'11" W ALONG SAID EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 427, A DISTANCE OF 15.50 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 510.00 SQUARE FEET MORE OR LESS.



LINE	BEARING	DISTANCE
L1	S 00°28'11" E	98.40'
L2	N 90°00'00" E	32.94'
L3	S 00°00'00" E	15.50'
L4	S 90°00'00" W	32.81'
L5	N 00°28'11" W	15.50'

LEGEND
P.O.B POINT OF BEGINNING
P.O.C POINT OF COMMENCEMENT
R/W RIGHT OF WAY
SQ. FT SQUARE FEET
BASIS OF BEARING:
Bearing shown hereon are based on the East Right of Way line of C.R. 427 being assumed as S 00°28'11" E.

V & S SURVEYING INC
2412 ORSOTA CIRCLE, OCOEE, FL 34761
TEL : 407-342 1510
FAX : 407-656 8365
EMAIL : vssurveying@aol.com
LB 7772

SURVEY NO : VS 2351-3

DATE : 02/10/20

SURVEYORS NOTES :
"NOT A FIELD SURVEY"

PAGE 1 OF 1

Signature and raised seal
Certified by
HARRY H. BOBHRAJ
License Number LS 5342
Florida Professional
Surveyor and Mapper
Date: 02/10/20

"Not valid without the signature and raised embossed Seal of a Florida Registered Professional Surveyor and Mapper."