

SEMINOLE COUNTY, FLORIDA

Work Request #: VACATE

Address: Starwood Drive, Oviedo 32765

STR: 31-21S-31E

EASEMENT

THIS EASEMENT ("**Easement**") from **FRED NEWTON and SANDRA NEWTON**, whose mailing address is 3025 Starwood Drive, Oviedo, Florida 32765 ("**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:

THAT **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 hereinafter as the Easement Area to wit:

A 10.00 foot wide Easement Area lying 5.00 feet on each side of **GRANTEE's** Facilities to be installed at mutually agreeable locations within the following described property to accommodate present and future development:

The Easement Area as being more particularly described and shown on the accompanying Exhibit "A", Sketch of Description, as prepared by David A. White, PSM of PEC Surveying and Mapping, LLC., Job No.: 17-088, dated 06/29/2017, consisting of two (2) pages, attached hereto and incorporated herein by this reference.

The purpose of this easement is to grant the **GRANTEE** easement rights over a portion of roadway along Starwood Drive described in Exhibit "A" in connection with City of Oviedo/ Seminole County vacation of that portion of said roadway and **GRANTOR's** attendant acquisition of fee title ownership thereof.

Tax Parcel Number: West and North of 31-21-31-502-0000-0050

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

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, 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 thereof. 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 to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (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 this easement. 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.

REST OF THE PAGE

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this ____ day of _____, 2017, and is effective as of the Effective Date herein.

WITNESSES:

GRANTOR(S):

Signature of First Witness

Signature of First Grantor

Print or Type Name of First Witness

FRED NEWTON

Print or Type Name of First Grantor

Signature of Second Witness

Signature of Second Grantor

Print or Type Name of Second Witness

SANDRA NEWTON

Print or Type Name of Second Grantor

Grantor(s) mailing address:

3025 Starwood Drive,

Oviedo, Florida 32765

State of _____)
_____) ss

County of _____)

The foregoing Easement was acknowledged before me this ____ day of _____, 2017,
by **FRED NEWTON and SANDRA NEWTON** who is/are personally known to me or who has/have produced
_____ as identification and who did/did not take an oath.

NOTARY SEAL

Name:
Notary Public
Serial Number:
My Commission Expires:

LEGAL DESCRIPTION

LEGAL DESCRIPTION

A STRIP OF LAND, BEING A PORTION OF STARWOOD DRIVE (A 70.00 FOOT WIDE PUBLIC RIGHT-OF-WAY), LYING IN SECTION 31, TOWNSHIP 21 SOUTH, RANGE 31 EAST OF SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, ALOMA ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 84, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE RUN SOUTH 00°25'41" EAST 70.00 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STARWOOD DRIVE; THENCE RUN SOUTH 89°34'19" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 343.70 FEET; THENCE RUN SOUTH 00°47'25" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STARWOOD DRIVE, 584.01 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE RUN SOUTH 89°37'16" WEST, 70.00 FEET TO A POINT LYING ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 417, PER EASTERN BELTWAY RIGHT-OF-WAY MAP, CONTRACT NO. 77310-6410-105, SEMINOLE COUNTY EXPRESSWAY AUTHORITY; THENCE RUN NORTH 00°47'25" WEST, ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, 653.95 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STARWOOD DRIVE; SAID POINT ALSO LIES ON THE SOUTHERLY LINE OF A PROPOSED PLAT OF PARKPLACE AT ALOMA; THENCE RUN NORTH 89°34'19" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 414.14 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED STRIP OF LAND LIES IN SEMINOLE COUNTY, FLORIDA AND CONTAINS 1.604 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE NORTHERLY RIGHT-OF-WAY LINE OF STARWOOD DRIVE, BEING NORTH 89°34'19" EAST.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.



DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC - SURVEYING AND MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION L.B. #7808
DATE OF SIGNATURE: 06-29-2017

(THIS IS NOT A SURVEY)

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

SHEET 1 OF 2

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION 31, TOWNSHIP 21 SOUTH, RANGE 31 EAST

DATE: JUNE 29, 2017

PREP BY: J.L.M.

DRAWN BY: J.L.M.

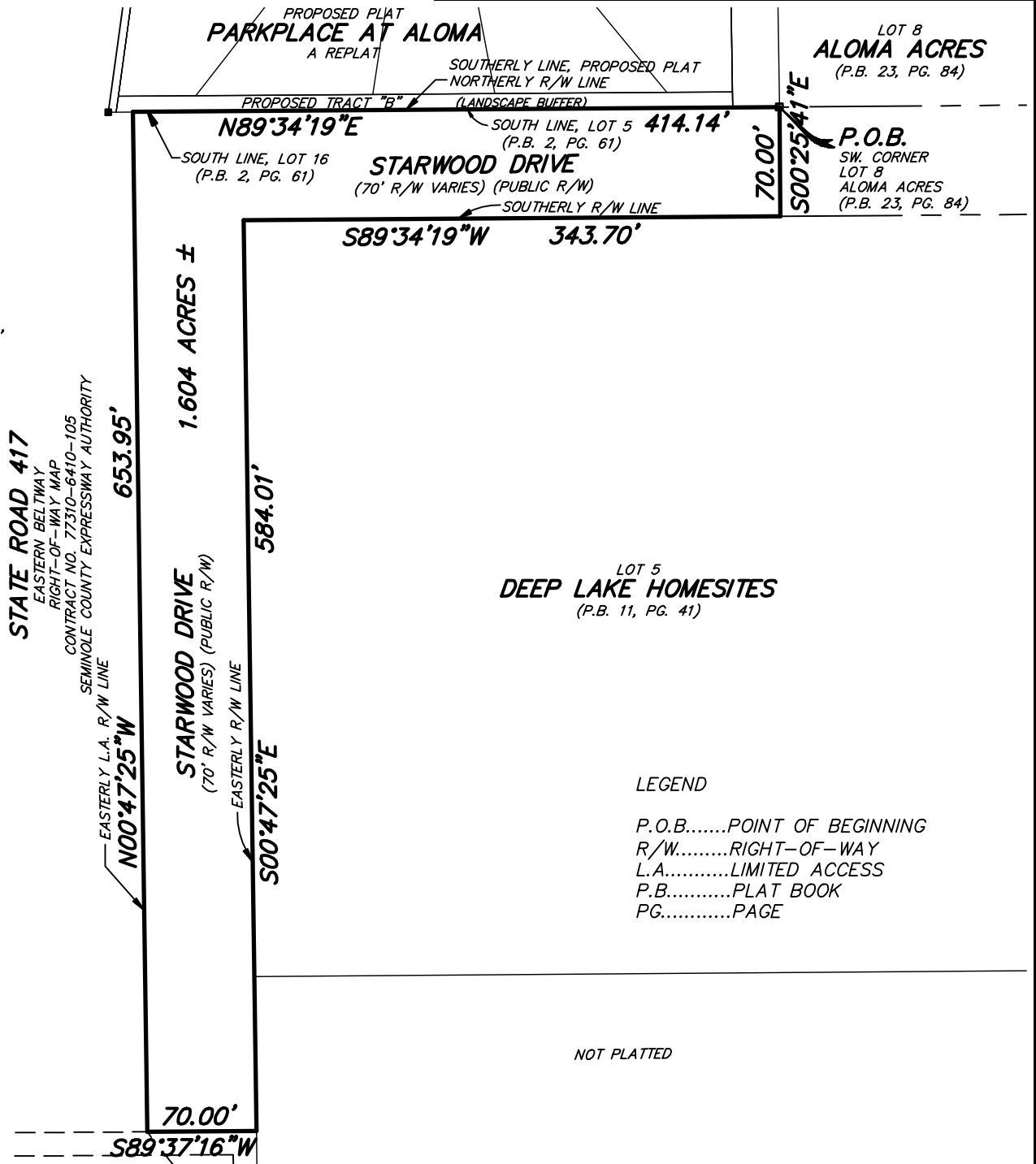
JOB #: 17-088

O:\17-088 Newton Starwood Drive\17-088 RW VACATION.dwg Jun 29, 2017 - 1:29pm

LEGAL DESCRIPTION



SCALE
1" = 100'



LEGEND

P.O.B.....POINT OF BEGINNING
R/W.....RIGHT-OF-WAY
L.A.....LIMITED ACCESS
P.B.....PLAT BOOK
PG.....PAGE

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

SHEET 2 OF 2

PEC

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O: 17-088 Newton Starwood Drive 17-088 RW VACATION.dwg Jun 29, 2017 - 1:27pm