

Prepared by: Duke Energy Florida, LLC
Return To: Duke Energy Florida, LLC
Attn: Irma Cuadra
452 E Crown Point Rd
Winter Garden, Florida 34787

Parcel # 25-20-31-5BA-0000-144025

Artesia Avenue Vacate
1000 Elm Street
Oviedo, FL

EASEMENT

State of Florida
County of Seminole

THIS EASEMENT ("Easement") is made this 14th day of May 2024, from JOSHUA LEWIS AND SARA B LEWIS ("Grantor", whether one or more), to DUKE ENERGY FLORIDA, LLC, a Florida limited liability company, Post Office Box 14042, St. Petersburg, FL 33733 ("Grantee").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities").

A 10.00-foot-wide Easement Area lying 5.00 feet on each side of GRANTEE's facilities installed over, under, across and through the following described property to accommodate present and future development:

That portion of Artesia Avenue (renamed Panther Street) Right Of Way lying South of and adjacent to Lot 144, Map Of The Van Arsdale Osborne Brokerage Co's Addition to Black Hammock Orange Co. Florida, as recorded in Plat Book 1, Page 31, of the Public Records of Seminole County, Florida, more particularly as shown on the attached Legal Description, drawn by PEC Surveying and Mapping, LLC, dated February 15, 2024, Job # 23-132, attached hereto and by this reference made a part hereof. (hereinafter referred to as the "Easement Area").

The purpose of this easement is to grant to Grantee easement rights over that portion of Right-Of-Way described above in connection with Seminole County's vacation of that portion of Right-Of-Way and Grantor's attendant acquisition of fee title ownership thereof.

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Grantee may increase or decrease the voltage and change the quantity and types of Facilities.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 1st day of May, 2024.

Witnesses:

[Signature]
(Witness #1)
Printed Name: Lolita Tomango

Address: 1825 E Broadway St
Oviedo FL 32765

(Witness #2)
Printed Name: Yvette Franqui

Address: 1825 E Broadway St
Oviedo FL 32765

STATE OF Florida
COUNTY OF Seminole

[Signature]
JOSHUA LEWIS

[Signature]
SARA B. LEWIS

Grantor(s) Mailing Address:

1000 Elm Street
Oviedo, Florida 32765

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of May, 2024 by JOSHUA LEWIS AND SARA B LEWIS who are personally known to me or who have produced Florida Drivers License as identification.



Yvette Franqui
State of Florida
My Commission Expires 10/17/2024
Commission No. HH 43992

Notary Public: [Signature]
Printed/ Typed Name: Yvette Franqui
Commission Expires: 10/17/2024

This instrument prepared by Manny R. Vilaret, Esquire, 10901 Danka Circle Suite C, St. Petersburg, FL 33716.

LEGAL DESCRIPTION
RIGHT-OF-WAY TO BE VACATED

A PORTION OF ARTESIA AVENUE RIGHT-OF-WAY AS SHOWN ON MAP OF THE VAN ARSDALE OSBORNE BROKERAGE CO'S ADD. TO BLACK HAMMOCK, ORANGE COUNTY, FLA. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 31 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 144 AS SHOWN ON SAID MAP OF ARSDALE OSBORNE BROKERAGE CO'S. ADD. TO BLACK HAMMOCK FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°37'08" WEST, ALONG THE SOUTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF ELM STREET, 25.00 FEET; THENCE RUN NORTH 89°09'18" WEST, 672.60 FEET; THENCE RUN NORTH 00°50'42" EAST, 25.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 144; THENCE RUN ALONG SAID SOUTH LINE, SOUTH 89°09'18" EAST, 672.50 FEET TO THE POINT OF BEGINNING;

THE ABOVE TRACT OF LAND LIES IN SEMINOLE COUNTY AND CONTAINS 0.386 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE SOUTH LINE OF LOT 144, BEING SOUTH 89°09'18" EAST.
- (3) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (4) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.

(THIS IS NOT A SURVEY)
SEE SHEET 2 OF 2 FOR SKETCH OF LEGAL

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 2, TOWNSHIP 21 SOUTH, RANGE 31 EAST

DATE: FEBRUARY 15, 2024

PREP BY: R.M.

DRAWN BY: R.M.

JOB #: 23-132

O: 23-132 Sara Lewis 100 Elm Street Right of way Vacation 23-132 SOL -1000 ELM ST.dwg Feb 15, 2024 - 4:36pm

LEGAL DESCRIPTION

50°37'08"W 25.00'
WEST R/W LINE ELM STREET

P.O.B.
SE. CORNER
OF LOT 144

MAP OF
THE VAN ARSDALE OSBORNE BROKERAGE
CO'S ADD. TO BLACK HAMMOCK
(PLAT BOOK 1, PAGE(S) 31)

LOT 144

(BEARING BASE)

672.50.

3781,00085

0.386 ACRES ±

672.60'

M. S. L. GO. SBA

(UNIMPROVED)



SCALE
1" = 100'

LEGEND

P.O.B. POINT OF BEGINNING
R/W RIGHT-OF-WAY

(THIS IS NOT A SURVEY)

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

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

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

WWW.PECONLINE.COM

SECTION 2, TOWNSHIP 21 SOUTH, RANGE 31 EAST

DATE: FEBRUARY 15, 2024

PREP BY: R.M.

DRAWN BY: R.M.

JOB #: 23-132

0: |23-132 Sara Lewis 100 Elm Street Right of way Vacation |23-132 SOL --1000 ELM ST.dwg Feb 15, 2024 - 4:36pm