

Prepared by: Duke Energy Florida, LLC
Return to: Duke Energy Florida, LLC
Attn: Land Services
3300 Exchange Place
Mail Code: NP04
Lake Mary, FL 32746

Parcel # 07-21-30-511-0B00-01A0

EASEMENT

State of Florida

County of Seminole

THIS EASEMENT ("**Easement**") is made this _____ day of _____, 20_____, from **SEMINOLE COUNTY**, a body corporate and politic organized under the laws of the State of Florida ("**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**").

Grantor is the owner of that certain property described in "Exhibit A" attached hereto and incorporated herein by reference. ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the "**Easement Area**").

For Grantee's Internal Use:

Work Order #: D-20009449, LS-58772678

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 relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations upon written approval by Grantor confirming the relocation, which approval shall not be unreasonably delayed.
5. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantor shall have the right to install underground facilities, which facilities shall not interfere with Grantee's reliable operations, and Grantee's exercise of the rights granted herein. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor located within the Easement Area after notification to Grantor and the opportunity for Grantor to remove the offending structure, improvement, facility or obstruction, which removal shall not be unreasonably delayed.
6. 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.
7. Grantee may increase or decrease the voltage and change the quantity and types of Facilities.
8. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations at the widths defined in this Easement.
9. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as **Exhibit B** and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantee in substantial compliance with Exhibit B.
10. 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.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

By: _____
ANDRIA HERR, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____
20____, regular meeting.

Exhibit "A"

Address: Magnolia St, Altamonte Springs, FL 32701
STR: Section: 07; Township: 21 S; Range: 30 E

All of Lots 1-A, 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block "B", First Addition to a Replat of Lake Mobile Shores, according to the Plat thereof recorded in Plat Book 8, Page 71, (less the right of way taken for C.R. #427 per O.R. Book 490, Page 621 and O.R. Book 490, Page 634), of the Public Records of Seminole County, Florida.

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE.
THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.

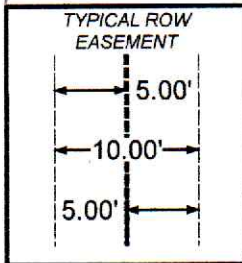


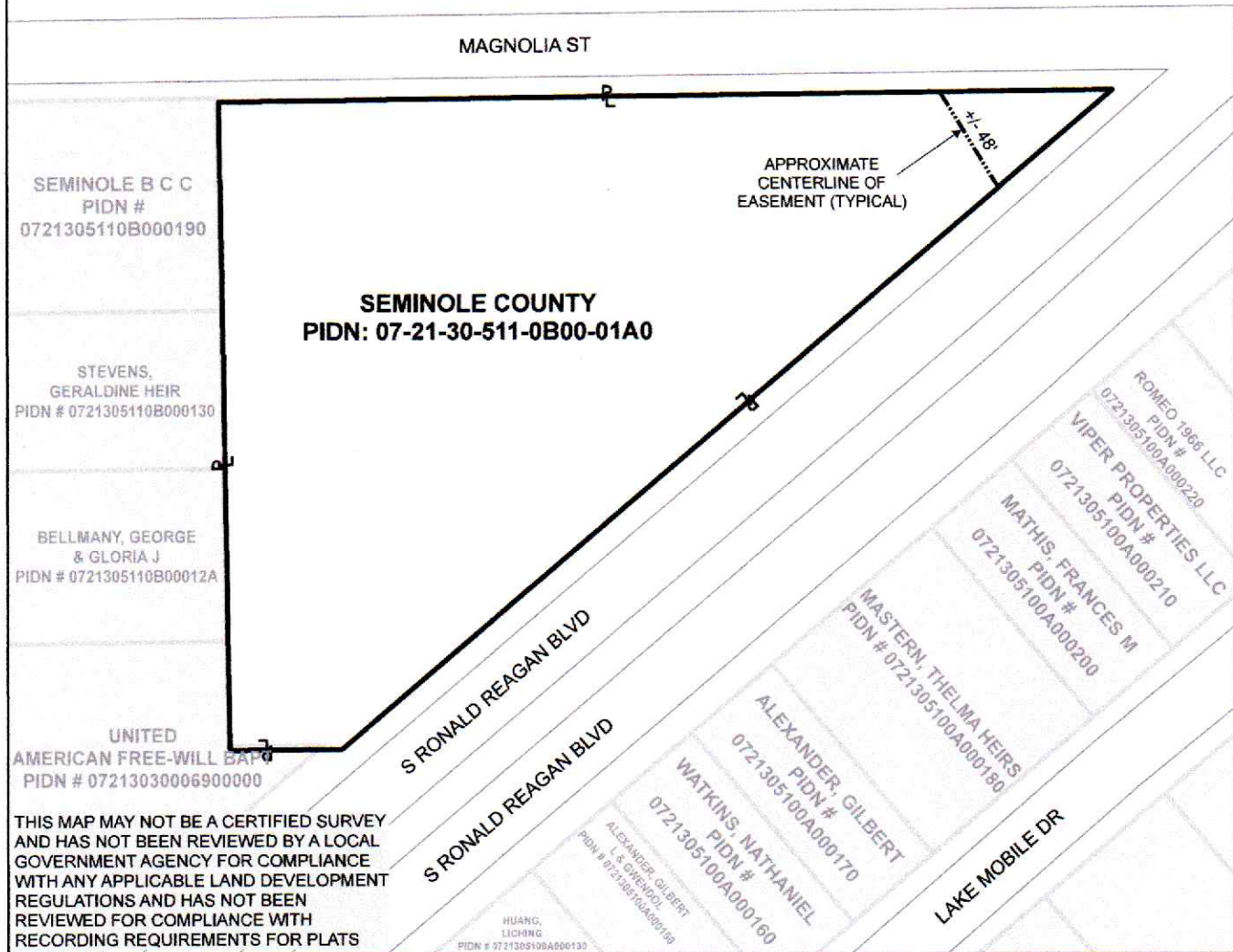
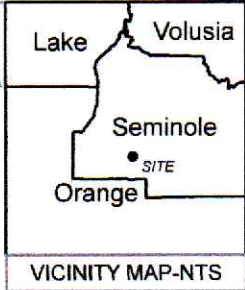
EXHIBIT "B"

WILDS, RANDY & CATHY
PIDN # 072130300010E0000

DEMPS, THOMAS JR
& JACQUELYN A
PIDN # 072130300010A0

BROOKS, CHRISTIN
PIDN #
072130300010B0000

CONCRETE ESTIMATING
& MANAGEM
PIDN # 07213030001000000



THIS MAP MAY NOT BE A CERTIFIED SURVEY
AND HAS NOT BEEN REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR COMPLIANCE
WITH ANY APPLICABLE LAND DEVELOPMENT
REGULATIONS AND HAS NOT BEEN
REVIEWED FOR COMPLIANCE WITH
RECORDING REQUIREMENTS FOR PLATS

LEGEND

- PROPOSED PRIMARY
- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY



APPROXIMATE LOCATION OF DISTRIBUTION
R/W ACROSS PROPERTY OF

SEMINOLE COUNTY, A BODY CORPORATE AND POLITIC
ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA

LOCATION: 420 MAGNOLIA ST, ALTAMONTE SPRINGS, FL 32701

SCALE: 1:1,000

DATE: 9/26/2025

DRAWN: PV

CHECKED: KA

DWG NO: D-20009449, LS-58772678 SHEET: 1 of 1