



EASEMENT

KNOW ALL MEN BY THESE PRESENTS, the undersigned, successors and assigns (GRANTOR herein), in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, grant and convey to **DUKE ENERGY FLORIDA, INC., a Florida corporation d/b/a DUKE ENERGY** (GRANTEE herein) Post Office Box 14042, St. Petersburg, Florida 33733, its successors, assigns, lessees, licensees, transferees, permittees, and apportionees, the right, privilege and easement to construct, remove, reconstruct, operate, and maintain in perpetuity overhead and/or underground electric transmission and distribution lines, communication systems and related facilities for providing electric energy services, and communications services (but only as used by GRANTEE in connection with the delivery of electric energy services) and the transmission of any and all present or future form of communication by any present or future means or method (including, with respect to all grants herein, supporting structures, communication and other wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith) all of which may be installed or constructed over, under, upon, across, through and within the following described lands in Alachua County, Florida, and referred to hereinafter as the Easement Area to wit:

See Exhibit "A", attached hereto, incorporated herein, and by this reference made a part hereof.

Tax Parcel Number: **05949-006-000; 05949-011-004; 05949-019-000**

Together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and supporting structures (including poles) and related facilities, including the right to increase or decrease the number and type of supporting structures (including poles), wires and voltage, and to build, maintain and protect such roadways as may reasonably be required for these purposes.

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines, communication systems and related facilities, including (i) the right to trim, cut, remove, and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in GRANTEE's sole discretion, any dead, diseased, damaged or leaning tree standing outside the Easement Area (also known as a "danger tree") which may interfere with or endanger the transmission and distribution lines and related facilities, together with the right to cut and remove any limb or any part thereof of any tree standing outside the Easement Area when such limb, or any part thereof, protrudes or is likely to protrude into the Easement Area, and further including (ii) the reasonable right to enter upon adjoining lands of the GRANTOR by such route or routes, including private roads and ways then existing thereon, on foot or by conveyance, with materials, supplies, and equipment as may be desirable for the purpose of exercising all rights herein granted and further including (iii) the right to install gates a minimum of sixteen (16) feet in width, along with GRANTEE's lock linked with GRANTOR's lock and further including (iv) the right to relocate any listed or protected plant or animal species found within the Easement Area to another location within the Easement Area. As a result of said relocations, GRANTEE hereby agrees to restore the Easement Area to as near as practicable to the original condition.

GRANTOR covenants and agrees that no trees, buildings, structures, ponds, or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered more than two (2) feet.

GRANTOR shall have all other rights in and to said Easement Area not inconsistent with (i) GRANTEE's right to the safe and efficient operation and maintenance of said electric transmission and distribution lines, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) GRANTEE'S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local laws, rules, or regulations; including, but not limited to, the right to utilize said Easement Area for (a) ingress and egress, (b) general farming, (c) construction, maintenance and travel over roads and streets across the Easement Area.

PROVIDED, HOWEVER, that the GRANTOR, four (4) full weeks prior to exercising any right of ownership other than ingress and egress, mowing and property maintenance, travel over and temporary parking of vehicles and equipment on, constructing, paving or otherwise creating impervious parking and driving areas, shall notify GRANTEE's Asset Protection Specialist in writing at www.prgnprojectsolutions.com, P.O. Box 14042, St. Petersburg, Florida 33733 or (800) 700-8744, and provide construction plans to confirm such work is not inconsistent with the safe and efficient operation and maintenance of the rights of GRANTEE as granted herein and as provided by law.

GRANTOR warrants and covenants that they have the right to convey to GRANTEE this easement, and that GRANTEE shall have quiet and peaceful possession, use and enjoyment of same.

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.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed their hand and seal this _____ day of _____, 2015.

GRANTOR:

**CITY OF ALACHUA, a municipality within
Alachua County, Florida**

ATTEST:

Traci L. Cain
City Manager/Clerk

(SEAL)

Gib Coerper
Mayor

Grantor's mailing address:

P.O. Box 9

Alachua, FL 32616

State of Florida)
County of Alachua) ss

The foregoing Easement was acknowledged before me this _____ day of _____, 2015, by **Gib Coerper, Mayor**, acting on behalf of the **City of Alachua**, a municipality within Alachua County, Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification.

NOTARY SEAL

Name:
Notary Public