



TEMPORARY ACCESS and CONSTRUCTION YARD PERMIT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as PERMITTOR, hereby grants to **DUKE ENERGY FLORIDA, L.L.C., a Florida limited liability company d/b/a DUKE ENERGY**, its successors and assigns (PERMITEE), the non-exclusive right, privilege and authority to temporarily occupy and utilize, for the purpose and term set forth below, together with the temporary right of ingress and egress, for a like term, over, upon and across the following-described tracts of land in Alachua County, Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof.

Tax ID Numbers: **03929-002-000 and that portion of 03929-001-000**

For the purpose of accessing and maintaining a temporary construction yard for the storage of materials, equipment and vehicles, subject to the following conditions:

1. PERMITEE shall have the right and privilege to use said areas on a non-exclusive basis as set forth below.
2. PERMITEE shall have the temporary right of ingress and egress across that portion of the City of Alachua's parcel identified as **03929-001-000** lying between Duke Energy's 100 foot transmission easement right-of-way and the Temporary Access and Construction Yard located on the City of Alachua's parcel identified as **03929-002-000** as shown on the attached **Exhibit "A"**.
3. Total Payment shall be **\$100,000.00** payable within Thirty (30) days after the execution of this instrument. The permit shall be in effect for a term of **twenty and a half (20.5)** months beginning **April 11, 2016** and ending **December 31, 2017** and shall have an additional term of up to **six (6)** months at the election of Duke Energy, which would be paid for with additional payments of **\$4,878.00** per month for each month the permit is extended.
4. PERMITEE assumes all on-site liability arising out of any negligent act of Duke Energy, its employees, contractors, or agents during the period of time property is to be used and will hold PERMITTOR harmless from all such liability.
5. The Permit Area shall be maintained in an orderly, safe and sightly manner during the duration of use by PERMITEE. PERMITEE may, after acquiring all necessary approvals and permits, fence, stabilize any portion of the subject area, and remove any trees it deems necessary. Upon completion of the use of this property by PERMITEE, the site shall be thoroughly cleaned of all materials, debris, etc., and shall be restored as near possible to its original condition.

IN WITNESS WHEREOF, GRANTOR has caused this Permit to be properly executed on this _____ day of _____, 2016.

PERMITTOR:

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

ATTEST:

Traci L. Gresham
City Manager/Clerk

Gib Coerper
Mayor

SEAL:

Permitter's mailing address:

P.O. Box 9
Alachua, FL 32616

PERMITTEE:

**DUKE ENERGY FLORIDA, L.L.C.,
a Florida limited liability company d/b/a
DUKE ENERGY**

WITNESSES:

Signature of First Witness

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

Dan Hendricks

Manager, Land Services-Florida

Permittee's mailing address:

Attn: Reneé Birdsong
3300 Exchange Place, NP4C
Lake Mary, FL 32746

(Names **must** be typed or printed under each signature)

EXHIBIT "A"

