



SEC: 11	TWP: 27S	RGE: 15E	COUNTY: PINELLAS	PROJECT: 7S-13-476413
GRANTOR: SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA				
SITE ADDRESS: 501 N. FLORIDA AVE. (TARPON SPRINGS MIDDLE SCHOOL)				
TAX PARCEL NUMBER: 11/27/15/63576/001/0010				

## DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors, lessees and assigns ("GRANTOR"), in consideration of the mutual benefits, covenants and conditions herein contained, does hereby grant and convey to **DUKE ENERGY FLORIDA, INC., d/b/a DUKE ENERGY**, a Florida corporation ("GRANTEE"), Post Office Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric energy and service and communication systems, whether to or on behalf of telecommunication providers or other customers by GRANTEE or others, said facilities being located in the following described "Easement Area" within GRANTOR'S premises in Pinellas County, to wit:

A 10.00 foot wide Easement Area defined as lying 5.00 feet on each side of GRANTEE's facilities to be installed at mutually agreeable locations over, across and through the following described property to accommodate present and future development:

Lots 1 through 14, Block 1; Lots 1 through 14, Block 2; Lots 1 through 14, Block 3; all in OAK TERRACE ADDITION as per plat as recorded in Plat Book 15, Page 3 of the Public Records of Pinellas County, Florida; ALSO; Lot 55, TAMPA TARPON SPRINGS LAND COMPANY as per plat as recorded in Plat Book H1, Page 116, of the Public Hillsborough County of which Pinellas was formerly apart. TOGETHER with the vacated streets.

This easement will be replaced with a Descriptive Easement, 5 feet on either side of all facilities installed by GRANTEE, as will be shown on a certified surveyed sketch of description to be provided by GRANTOR within ninety (90) days after the installation of facilities by GRANTEE. If the sketch of description is not provided by GRANTOR within ninety (90) days after completion of installation, GRANTEE will record this easement.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; further GRANTEE hereby agrees to restore the Easement Area to as near as practicable the condition which existed prior to such construction, repairs, alteration, replacement, relocation or removal as a result of GRANTEE's safe and efficient installation, operation or maintenance of said facilities; (b) the reasonable right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the reasonable right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the

reasonable right for **GRANTEE** to trim or remove any timber adjacent to, but outside the Easement Area which, in the reasonable opinion of **GRANTEE**, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for **GRANTEE** to enter upon land of the **GRANTOR** adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for **GRANTEE**'s safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above. The rights and easement herein granted are non-exclusive as to entities not engaged in the provision of electric energy and 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 unreasonably conflict with the rights granted to **GRANTEE** herein.

**GRANTOR** hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If the fences are installed, 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 transformer. If **GRANTOR**'s future orderly development of the premises is in physical conflict with **GRANTEE**'s facilities, **GRANTEE** shall, within 60 days after receipt of written request from **GRANTOR**, relocate said facilities to another mutually agreed upon Easement Area in **GRANTOR**'s premises, provided that prior to the relocation of said facilities (a) **GRANTOR** shall pay to **GRANTEE** the full expected cost of the relocation as estimated by **GRANTEE**, and (b) **GRANTOR** shall execute and deliver to **GRANTEE**, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. This legal description was provided by **GRANTOR**. In the event facilities are located outside of this legal description, **GRANTOR** shall pay for any relocation costs necessary or shall amend this legal description to cover the actual facilities.

**GRANTOR** covenants not to interfere with **GRANTEE**'s facilities within the Easement Area in **GRANTOR**'s premises. The **GRANTOR** agrees to be fully responsible for its own acts of negligence, or its respective agent's acts of negligence when acting within the scope of their employment, and agrees to be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Grantor. Nothing herein shall be construed as consent by the **GRANTOR** to be sued by third parties in any manner arising out of this Agreement. **GRANTEE** agrees to indemnify and hold **GRANTOR** harmless for, from and against any and all losses, claims or damages incurred by **GRANTOR** arising directly from **GRANTEE**'s negligence or failure to exercise reasonable care in the construction, reconstruction, operation or maintenance of **GRANTEE**'s facilities located on the above described easement.

**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.

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IN WITNESS WHEREOF, the said GRANTOR has caused this easement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Name:  
Notary Public  
Serial Number:  
My Commission Expires: