



SEC: 27	TWP: 31S	RGE: 16E	COUNTY: PINELLAS	PROJECT: SP-13-515849
GRANTOR: SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA				
SITE ADDRESS: 901 34 <sup>TH</sup> STREET SOUTH, ST. PETE. -PTEC				
TAX PARCEL NUMBER: 27/31/16/46548/000/0010				

## 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:

Utility Easement more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

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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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 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.

**ATTEST:**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Michael A. Grego, Ed. D.  
Print or Type Name

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

\_\_\_\_\_  
Signature of First Witness

\_\_\_\_\_  
Print or Type Name of First Witness

\_\_\_\_\_  
Signature of Second Witness

\_\_\_\_\_  
Print or Type Name of Second Witness

State of Florida )  
County of Pinellas ) ss

The foregoing Easement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Carol J. Cook and Michael A. Grego, Ed.D., Chairperson and Superintendent, respectively, of the School Board of Pinellas County, Florida, who are personally known to me or who have produced \_\_\_\_\_ as identification and who did/did not take an oath.

CORPORATE SEAL

NOTARY SEAL

**GRANTOR:**

\_\_\_\_\_  
School Board of Pinellas County, Florida  
Name of Corporation

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Carol J. Cook  
Print or Type Name

**Grantor(s) mailing address:**

\_\_\_\_\_  
School Board of Pinellas County, Florida  
P.O. Box 2942  
Largo, FL. 33779  
Attn: Real Estate Department

Approved as to Form:

\_\_\_\_\_  
*Sharon J. Wallace*  
School Board Attorney

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
My Commission Expires:

EXHIBIT "A"

