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| SEC: 10 | TWP: 29S | RGE: 15E | COUNTY: PINELLAS | PROJECT: 47862272 |
| GRANTOR: CITY OF CLEARWATER ADDRESS: PO BOX 4748, Clearwater, FL. 33758-4748 | | | | |
| SITE ADDRESS: 1605 HARBOR DR., CLEARWATER | | | | |
| A PORTION OF TAX PARCEL NUMBER: 10-29-15-00000-120-0200 | | | | |

AERIAL 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, LLC, d/b/a DUKE ENERGY, a Florida Limited Liability Company**, Post Office Box 14042, St. Petersburg, Florida 33733, and to its successors and assigns, (“**GRANTEE**”), an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric energy and, said facilities being located in the following described “Easement Area” within **GRANTOR’S** premises in Pinellas County, to wit:

A 5.00 foot wide Aerial Easement that is equally centered ground to the highest connection elevation of **GRANTEE’s** facilities, as built and installed at a mutually agreeable location over, upon, across, through and within the following described property to accommodate present and future development:

See legal description on the accompanying Exhibit “A” attached hereto and incorporated herein by this reference.

The specific intent of this easement is to provide aerial rights for an overhead electric span within the legal description boundaries.

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 request that **GRANTOR** trim or remove any trees or vegetation 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

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Clearwater, FL 33765

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. 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 (a) **GRANTOR** shall reimburse **GRANTEE** the full actual cost of the relocation, 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. If this easement is being granted to provide electric service to **GRANTOR**, then 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. Should this easement be granted to provide electric service to a third party, **GRANTEE** shall provide the legal description and **GRANTOR** shall not have any liability related to errors in the legal description.

GRANTOR covenants not to interfere with **GRANTEE's** facilities within the Easement Area in **GRANTOR's** premises, and **GRANTOR** further covenants to indemnify to the extent of Florida Statute 768.28 and hold **GRANTEE** harmless from damages and injuries, whether to persons or property, arising directly from the negligent act related to **GRANTEE's** facilities by **GRANTOR** or by **GRANTOR's** agents or employees.

Nothing contained herein, however, shall be construed to waive or modify the provisions of Florida Statute 768.28 or the doctrine of sovereign immunity as to any party hereto. In addition, nothing contained herein shall be construed as consent by the **GRANTOR** to be sued by third parties in any manner arising from this grant of easement, or as a waiver of sovereign immunity.

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, use 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.

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 _____, 2023.

GRANTOR:

Countersigned:

Brian J. Aungst, Sr.
Mayor

By: _____
Jennifer Poirrier
City Manager

Approved as to form:

Attest:

Jerrod D. Simpson
Senior Assistant City Attorney

Rosemarie Call
City Clerk

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day _____, 2023, by Frank Hibbard and Jon Jennings, the Mayor and City Manager, respectively, of the City of Clearwater, Florida, on behalf of the City who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

Exhibit "A"

