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| SEC: 16 | TWP: 29 | RGE: 15 | COUNTY: PINELLAS | PROJECT: Imagine Clearwater |
| GRANTOR: CITY OF CLEARWATER ADDRESS: PO BOX 4748, Clearwater, FL. 33756 | | | | |
| SITE ADDRESS: Osceola Ave., Cleveland St., Pierce St., Drew St., Clearwater, FL | | | | |
| TAX PARCEL NUMBERS: 16-29-15-43956-000-0010, 16-29-15-00000-210-0100, 16-29-15-76482-002-0010, 16-29-15-57996-000-0030, 16-29-15-20358-001-0040, 16-29-15-00000-130-0500, 16-29-15-00000-130-600, 16-29-15-00000-130-0700 and 16-29-15-00000-130-0800. | | | | |

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, 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 20.00 foot wide by 20.00 foot wide Easement Area for each switchgear and a 10.00 foot wide Easement Area lying 5.00 feet on each side of **GRANTEE's** facilities to be installed at mutually agreeable locations over, under, 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.

This easement will be replaced with a Descriptive Easement, 5.00 feet on either side of all facilities installed by GRANTEE, as will be shown on a certified surveyed sketch and legal description to be provided by GRANTOR within one hundred twenty (120) days after the installation of facilities by GRANTEE. If the certified sketch and legal description are not provided by GRANTOR within one hundred twenty (120) days after completion of installation, GRANTEE will record this easement.

Prepared By:
Manny R. Vilaret, Esquire
Vilaret Law, PLLC
10901 Danka Circle, Suite C
St. Petersburg, Florida 33716

Return To: Duke Energy
Attn: Land Services
2401 25th Street North, SP-15
St. Petersburg, Florida 33713

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 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 (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 the extent of Florida Statute 768.28 to indemnify 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 _____, 2020.

GRANTOR:

Countersigned:

Frank Hibbard, Mayor

By: _____
William B. Horne, II, City Manager

Approved as to form:

Attest:

Laura Mahony
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 _____, 2020, by Frank Hibbard and William B. Horne, II, 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"

(IMAGINE CLEARWATER) A TRACT OF LAND LYING NORTH OF PIERCE STREET, WEST OF OSCEOLA AVENUE, SOUTH OF DREW STREET AND EAST OF CLEARWATER HARBOR.

TOGETHER WITH ALL UPLANDS WEST OF THE WESTERLY STREET END OF DREW STREET, EAST OF CLEARWATER HARBOR/BAY.

TOGETHER WITH FOUR ADJACENT PARCELS AT THE SOUTHWEST CORNER OF PIERCE STREET AND OSCEOLA AVENUE WHOSE PARCEL ID'S ARE:
16-29-15-00000-130-0500, 16-29-15-00000-130-600, 16-29-15-00000-130-0700 AND
16-29-15-00000-130-0800.

CONT 28.03 AC ±