

Orange County, FL

Work Request #: 20001706

Address: 2884 W Kelly Park Rd, Apopka, FL 32712

STR: Section: 18; Township: 20 S; Range: 28 E

## EASEMENT

THIS EASEMENT (“Easement”) from LAURI A. BROWN N/K/A LAURI A. BUCKALEW, with an address of 2616 Hollow Branch Ct, Apopka, FL 32712 (“GRANTOR,” whether one or more) to DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns (“GRANTEE”);

### WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto GRANTEE, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Underground Facilities as may be necessary or desirable for providing electric energy and for communication purposes under, upon, through and within the following described lands in Orange County, Florida, and referred to hereinafter as the Easement Area to wit:

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.

**Tax Parcel Number: 18-20-28-0000-00-007**

The rights herein granted to GRANTEE by GRANTOR specifically include the right: (a) for GRANTEE to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of GRANTOR's adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of GRANTEE, might interfere with or fall upon the Facilities; (f) and all other rights and privileges reasonably necessary or convenient for GRANTEE's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to GRANTEE shall not constitute a waiver or abandonment.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to GRANTEE herein; provided however, without the prior written consent of GRANTEE, GRANTOR shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof; if obstructions are installed adjacent to the Easement Area, 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 equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material,

either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. GRANTEE shall have the right to remove any such obstruction(s) at GRANTOR's expense. Excluding the necessary removal of vegetation for the purpose of Pad Mounts and/or pedestals and is mutually agreed upon, any physical damage to the Easement area, above or below the surface and/or GRANTOR's adjoining Property, caused by GRANTEE or its contractors shall be repaired by the GRANTEE to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy 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 conflict with the rights granted to GRANTEE herein.

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 hereunto affixed its hands and seals this 20th day of February, 2021.

WITNESSES:

[Signature]  
Signature of First Witness  
JAY VURA  
Print or Type Name of First Witness

[Signature]  
Signature of Second Witness  
BHAVESH PATEL  
Print or Type Name of Second Witness

GRANTOR(s):

[Signature]  
Signature of First Grantor  
LAURI A. BROWN N/K/A LAURI A. BUCKALEW  
Print or Type Name of First Grantor

(Names must be typed or printed under each signature)

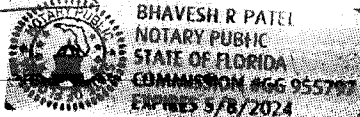
Grantor(s) mailing address:

State of FLORIDA )  
County of SEMINOLE ) ss

2616 Hollow Branch Ct  
Apopka, FL 32712

The foregoing Easement was acknowledged before me by means of  physical presence or  online notarization, this 20th day of February, 2021, by LAURI A. BROWN N/K/A LAURI A. BUCKALEW who is/are personally known to me or who has/have produced FLORIDA DRIVER LICENSE as identification.

NOTARY SEAL

[Signature]  
Notary Public  
 BHAVESH R PATEL  
NOTARY PUBLIC  
STATE OF FLORIDA  
COMMISSION #66955797  
EXPIRES 5/8/2024



BHAVESH R PATEL  
NOTARY PUBLIC  
STATE OF FLORIDA  
COMMISSION #66955797  
EXPIRES 5/8/2024

**Exhibit "A"**

All that certain land situate in Orange County, Florida, viz:

Begin 825 feet West and 30 feet South of the N.E. corner of the NW 1/4 of the NW 1/4 of Section 18, Township 20 South, Range 28 East, thence run West 165 feet; thence run South 467.15 feet; thence run East parallel with the South line of the North 1/2 of the NW 1/4 of the NW 1/4 of said Section 18, a distance of 165 feet; thence North 467.27 feet to the point of beginning.

**ALSO DESCRIBED AS:**

Begin 30 feet South and 552.5 feet East of the N.W. corner of Section 18, Township 20 South, Range 28 East, thence run South 467.15 feet; thence run East parallel with the South line of the North 1/2 of the NW 1/4 of the NW 1/4 of said Section 18 a distance of 165 feet, thence run North 467.27 feet; thence run West 165 feet to the point of beginning