



# DISTRIBUTION EASEMENT

Orange Co FL 5263122  
 06/19/95 09:54:25am  
 OR Bk 4905 Pg 4582  
 Rec 10.50 DSC .70

**COUNTY USE ONLY**

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, did grant and convey to FLORIDA POWER CORPORATION, a Florida corporation ("GRANTEE"), P. O. Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees and assigns, an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and service and communication services; by GRANTEE or others; said facilities being located in the following described "Easement Area" within GRANTOR'S premises in Orange County, Florida to wit:

A 15 foot wide Easement Area defined as comprising the East 15 feet of the West 360 feet of the South 300 feet of the following described property:

Begin 600 feet West of the SE corner of Section 28, Township 20 South, Range 28 East, run West 630.44 feet, North 601.62 feet, East 38.5 feet, North 148.40 feet, East 593.99 feet, South 750 feet to the Point of Beginning (LESS South 30 feet for Road Right-of-Way). Lying and being in Section 28, Township 20 South, Range 28 East.

Tax Parcel Number: 28-20-28-0000-00-040

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; (b) the right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the 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 right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the 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 reasonable 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.

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 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 six feet (6') on the opening side and one foot (1') on the other three 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 to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall

SEC. 28 TWP. 20 RGE. 28 COUNTY ORANGE GRANTOR (LAST NAME) Raulerson (FIRST NAME) Adelbert (MI) PROJECT D. A 860, 1994

OR Bk 4905 Pg 4583  
 Orange Co FL 5263122  
 Record Verified - Martha D. Haynie  
 COUNTY USE ONLY

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.

GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

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 GRANTOR's hands and seals have been hereunto affixed this 18 day of October, 1994.

WITNESSES:

Ronald R. Bassette  
 \* RONALD R. BASSETTE

Louis M. Mandese  
 \* LOUIS M. MANDESE

\*(Names must be typed on or printed under each signature.)

GRANTOR(s):

Adelbert D. Rauerson (L.S.)  
 \* ADELBERT D. RAUERSON

\_\_\_\_\_  
 \* (L.S.)

(Grantor(s) mailing address)

110 N. Highland Ave.  
Apopka, FL 32703-0000

STATE OF Florida )  
 COUNTY OF Orange ) ss.

The foregoing Easement was acknowledged before me this 18 day of October, 1994, by ADELBERT D. RAUERSON who ~~is~~ ~~personally~~ ~~known~~ ~~to~~ ~~me~~ or who has/have produced FL. DL. R462-004-33-349 as identification and who ~~did~~ did not take an oath.

Erin L. Voisin  
 Name: ERIN L. VOISIN  
 Notary Public  
 Serial Number:  
 My Commission Expires:

(SEAL)



ERIN L. VOISIN  
 My Commission CC344890  
 Expires Jan. 27, 1998  
 Bonded by HAI  
 800-422-1565