



CFN 2010063875
 Bk 03919 Pgs 1811 - 1816f (6pgs)
 DATE: 06/23/2010 11:33:57 AM
 NEIL KELLY, CLERK OF COURT
 LAKE COUNTY
 RECORDING FEES 52.50
 DEED DOC 0.70

Return to: Progress Energy Florida, Inc.
 Attn: Real Estate Document Center
 3300 Exchange Place, NP1R
 Lake Mary, FL 32746



**UNDERGROUND ELECTRIC
DISTRIBUTION EASEMENT**

KNOW ALL BY THESE PRESENTS, that FLORIDA POWER CORPORATION, a Florida corporation, doing business as Progress Energy Florida, Inc., ("GRANTOR"), for and in consideration of the mutual benefits, covenants and conditions herein contained, hereby grants and conveys to THE CITY OF LEESBURG, a Florida municipal corporation ("GRANTEE"), an easement to construct, install, operate, maintain, inspect, repair and remove in perpetuity, underground electric distribution lines comprised of two (2) parallel six-inch (6") conduits each containing three (3) runs of 1000 mcm Al wire and related telecommunications wires, solely for Grantee's use in connection with its distribution of electricity, said facilities to be located in GRANTOR's following described property in Lake County, Florida ("Easement Area"), to wit:

See Sketch and Legal Description attached hereto as Exhibit "A" and incorporated herein by this reference.

[The legal description contained herein was provided by GRANTEE. In the event GRANTEE's facilities are located outside of such legal description, GRANTEE shall pay for any and all necessary removal and relocation costs.]

GRANTEE agrees to, and at its own expense shall, restore the Easement Area to a condition as near as practicable to that which existed prior to any construction, installation, operation, maintenance, inspection, repair or removal of said facilities by GRANTEE.

GRANTEE hereby agrees to and shall assume all risks of damage of or loss to GRANTEE's facilities located in the Easement Area, and GRANTEE agrees to and shall

indemnify, protect, defend and hold GRANTOR harmless from and against any and all suits, claims and demands for damages or loss and all costs, expenses and reasonable attorney's fees, resulting directly or indirectly, in whole or in part, from any third party damage, or by acts or omissions of any other person including GRANTEE's agents and contractors, except when directly caused by the sole negligence of GRANTOR or GRANTOR 's agents and contractors engaged in GRANTOR 's activities.

GRANTEE also agrees to and shall indemnify GRANTOR for any and all damage to or loss of GRANTOR's property or facilities located in or adjacent to the Easement Area, and all costs, expenses and reasonable attorney's fees, resulting directly or indirectly, in whole or in part, from any such damage or loss occasioned by the acts or omissions of GRANTEE or GRANTEE's agents and contractors. GRANTEE agrees to and shall immediately report all such incidents of damage or loss to GRANTOR.

GRANTEE further agrees to and shall indemnify, protect, defend and hold GRANTOR harmless from and against any and all suits, claims and demands for damages for injury or death to persons, or damage or loss to property of others, on or in the vicinity of the Easement Area (except when directly caused by the sole negligence of GRANTOR or GRANTOR's agents and contractors engaged in GRANTOR's activities), and for any and all costs, expenses and reasonable attorney's fees GRANTOR incurs by reason of any such suit, claim or demand, including payments made under any Worker's Compensation law or under any plan for employee disability or death benefits, which may arise out of, relate to or be caused by: (a) the construction, installation, operation, maintenance, inspection, repair or removal of GRANTEE's facilities (or the abandonment thereof), or restoration of the Easement Area, regardless whether permitted hereunder or authorized by GRANTEE; (b) any presence in, or use or occupancy of the Easement Area by GRANTEE, its agents or contractors; or, (c) by the proximity of any of GRANTEE's facilities to GRANTOR's facilities or to the facilities of others using GRANTOR's property.

The rights and easement herein granted are non-exclusive and GRANTOR reserves the right to grant rights to others affecting the Easement Area, provided that

such rights do not create an unsafe condition or unreasonably conflict with the rights granted to GRANTEE herein.

GRANTOR hereby warrants and covenants that: (a) it is the owner of the fee simple title to the Easement Area, (b) it has full right and lawful authority to grant and convey this Easement to GRANTEE, and (c) GRANTEE shall have quiet and peaceful possession, use and enjoyment of this Easement.

This easement and all of GRANTEE's rights and obligations hereunder, are not assignable, transferable or delegable without the prior written consent of GRANTOR.

IN WITNESS WHEREOF, GRANTOR through its authorized representative has hereunto affixed its hand and corporate seal this ___ day of _____, 2010.

WITNESSES (2):

Nancy L. Harwell
Signature of First Witness
Nancy L. Harwell
Print or Type Name of First Witness

Eileen Clark
Signature of Second Witness
Eileen Clark
Print or Type Name of Second Witness

FLORIDA POWER CORPORATION, a Florida Corporation, d/b/a PROGRESS ENERGY FLORIDA, INC.

J. Dale Oliver
Dale Oliver, Vice President



ATTEST:

R. Alexander Glenn
R. Alexander Glenn
Corporate Secretary
CORPORATE SEAL



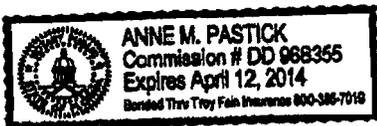
Acknowledgement

State of FLORIDA)

County of PINELLAS)

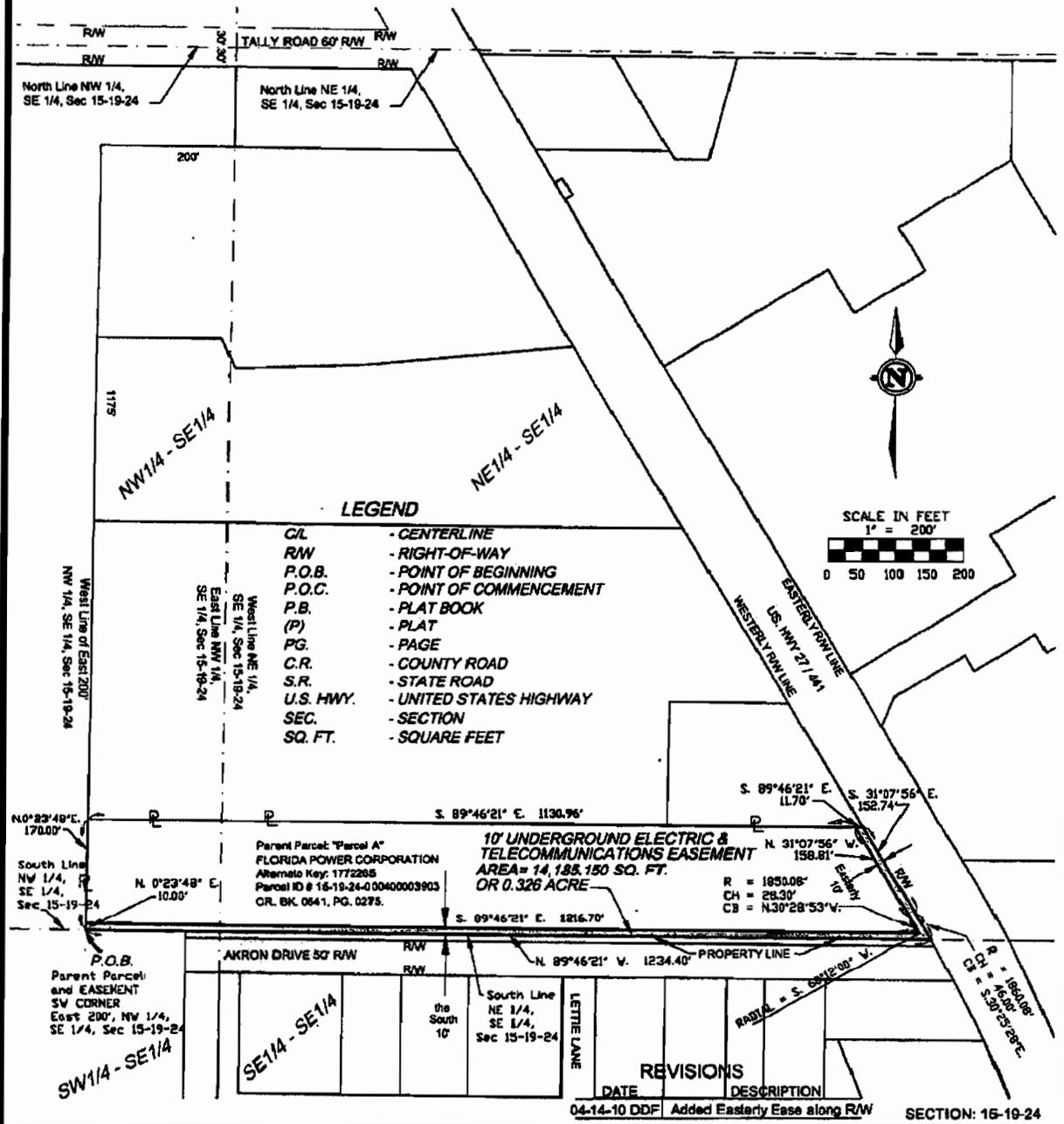
The foregoing Easement was acknowledged before me this 21ST day of JUNE, 2010, by J. Dale Oliver as Vice President and R. Alexander Glenn as Secretary, respectively of FLORIDA POWER CORPORATION, a Florida corporation, d/b/a Progress Energy Florida, Inc., for and on behalf of the corporation, who are each personally known to me or ~~who have produced~~ as identification and who did take an oath.

NOTARY SEAL

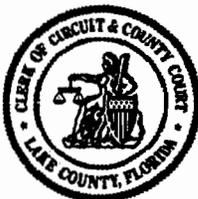


Anne M. Pastick
Print Name: ANNE M. PASTICK
Notary Public, State of FLORIDA
Serial Number: DD 968355
My Commission Expires: 4-12-2014

EXHIBIT "A"



<p>CITY OF LEESBURG PUBLIC WORKS DEPT. ENGINEERING DIVISION 550 S. 14th ST. - P.O. BOX 490630 LEEBSBURG, FLORIDA 34749 PHONE (352) 728-9755 FAX (352) 728-9879</p>	SKETCH OF DESCRIPTION		DATE: 02/04/2010	SHEET NUMBER
	10' UNDERGROUND ELECTRIC & TELECOMMUNICATIONS EASEMENT		DRAWN: DDF	2
	FLORIDA POWER CORPORATION		CHECKED: DDF	OF
	to the CITY OF LEESBURG		APPROVED: AP	2
			SCALE: 1" = 200'	FILE NO.: EA10003



I certify that the foregoing is an accurate copy of the document as reflected in the Official Records. Portions may be redacted.
NEIL KELLY, Lake County Clerk of Court, Florida

By Per [Signature], Deputy Clerk, Jun 23, 2010

EXHIBIT "A"

PARENT PARCEL: "PARCEL A" OR. BOOK 0641, PAGE 0275, TO WIT;

A 170-FOOT WIDE STRIP OF LAND EXTENDING THROUGH THAT PART OF THE SOUTH 1167 FEET OF THE NE 1/4 OF THE SE 1/4 LYING WEST OF U.S. HIGHWAY No. 27-441 AND THE EAST 200 FEET OF THE SOUTH 1175 FEET OF THE NW 1/4 OF THE SE 1/4, SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST 200.00 FEET OF THE NW 1/4 OF SE 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST; THENCE NORTH 0°23'48" EAST, ALONG THE WEST BOUNDARY OF SAID EAST 200.00 FEET OF NW 1/4 OF SE 1/4, 170.00 FEET TO A POINT; THENCE SOUTH 89°46'21" EAST, PARALLEL TO THE SOUTH BOUNDARY OF THE N 1/2 OF SE 1/4, 1130.96 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 27-441, SAID POINT BEING 50.00 FEET FROM AND AT RIGHT ANGLE TO THE CENTER LINE OF SAID HIGHWAY; THENCE SOUTH 31°07'56" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 152.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1860.08 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE CURVE, A CHORD BEARING AND DISTANCE OF, SOUTH 30°25'28" EAST 46.00 FEET TO A POINT ON SAID SOUTH BOUNDARY OF N 1/2 OF SE 1/4; THENCE NORTH 89°46'21" WEST, ALONG SAID SOUTH BOUNDARY, 1234.40 FEET TO THE POINT OF BEGINNING.

DESCRIPTION : 10' UNDERGROUND ELECTRIC & TELECOMMUNICATIONS EASEMENT

A 10-FOOT WIDE, PERPENDICULAR MEASURE, PARCEL OF LAND LYING NORTHERLY OF AND CONTIGUOUS WITH THE SOUTHERLY LINE OF THE 170.00 FOOT WIDE FLORIDA POWER CORPORATION, PARENT PROPERTY AS DESCRIBED ABOVE. ALSO; A 10-FOOT WIDE, PERPENDICULAR OR RADIAL MEASURE, PARCEL OF LAND LYING WESTERLY OF AND CONTIGUOUS WITH THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 27-441, ALL BEING BOUNDED BY AND LYING WITHIN THE ABOVE DESCRIBED PARENT PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 0641, PAGE 0275.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST 200.00 FEET OF THE NW 1/4 OF SE 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST; THENCE NORTH 0°23'48" EAST, ALONG THE WEST BOUNDARY OF SAID EAST 200.00 FEET OF NW 1/4 OF SE 1/4, A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 89°46'21" EAST, PARALLEL WITH AND 10.00 FEET NORTH OF, PERPENDICULAR MEASURE, THE SOUTH BOUNDARY OF THE N 1/2 OF SE 1/4, A DISTANCE OF 1216.70 FEET, MORE OR LESS, TO A POINT 10.00 FEET, RADIAL MEASURE, WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 27-441, SAID RIGHT OF WAY LINE BEING 50.00 FEET FROM AND AT RIGHT ANGLE TO THE CENTER LINE OF SAID HIGHWAY, SAID POINT ALSO BEING LOCATED ON A NON-RADIAL CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1850.08 FEET AND A RADIAL BEARING OF SOUTH 60°12'00" WEST; THENCE RUN NORTHWESTERLY ALONG SAID 10.00 FOOT OFFSET LINE, AND THE ARC OF SAID CURVE, A CHORD BEARING AND DISTANCE OF, NORTH 30°28'53" WEST, 28.30 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 31°07'56" WEST, A DISTANCE OF 158.81 FEET, TO THE NORTH LINE OF THE ABOVE DESCRIBED PARENT PARCEL; THENCE RUN SOUTH 89°46'21" EAST, ALONG SAID NORTH PROPERTY LINE, A DISTANCE OF 11.70 FEET, TO THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 27-441; THENCE RUN SOUTH 31°07'56" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 152.74 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY, ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 1860.08 FEET, A CHORD BEARING AND DISTANCE OF, SOUTH 30°25'28" EAST, 46.00 FEET TO A POINT ON SAID SOUTH BOUNDARY OF N 1/2 OF SE 1/4; THENCE RUN NORTH 89°46'21" WEST, ALONG SAID SOUTH BOUNDARY, 1234.40 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 14,185.150 SQUARE FEET OR 0.326 ACRE, MORE OR LESS.

GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
- 3: This sketch was prepared for the City of Leesburg and its assign's as their interests may appear. Use of this sketch by any other parties is strictly forbidden.
- 4: Use of this sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown hereon, are relative to assumed datum and are Based on the Legal Descriptions as described in O R Book 0641, page 0275, Section 15, Township 19 South, Range 24 East, Lake County, Florida.
- 7: This sketch was prepared by the City of Leesburg, Public Works Department, Survey Division, under the direction of Steven C. Davis, Electric Service Planner, for the City of Leesburg.
- 8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.

REVISIONS

DATE	DESCRIPTION
04-14-10 DDF	Added Easterly Ease along R/W

SECTION: 15-19-24



CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
 550 S. 14th ST. - P.O. BOX 490630
 LEESBURG, FLORIDA 34749
 PHONE (352) 728-9755
 FAX (352) 728-9879

SKETCH OF DESCRIPTION

**10' UNDERGROUND ELECTRIC &
 TELECOMMUNICATIONS EASEMENT
 FLORIDA POWER CORPORATION
 to the CITY OF LEESBURG**

DATE: 02/04/2010
 DRAWN: DDF
 CHECKED: DDF
 APPROVED: AP
 SCALE: NTS
 FILE NO.: EA10003

SHEET NUMBER
 1
 OF
 2