

CLERK OF CIRCUIT COURT RETURN TO PREPARER:

Prepared by: Crystal Corbitt
Peoples Gas System
702 N. Franklin Street
Tampa, FL 33602

Space Reserved for Clerk

GRANT OF NON-EXCLUSIVE UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **CITY OF ORLANDO**, a municipal corporation organized under the laws of the State of Florida (the "**Grantor**") whose principal address is 400 S. Orange Avenue, Orlando, FL 32802, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to **PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY**, a Florida corporation (the "**Grantee**") whose principal address is P. O. Box 2562, Tampa, Florida 33601, and to its successors and assigns, a non-exclusive perpetual easement (the "**Easement**") for the installation, maintenance and repair of natural gas facilities (the "**Facilities**"), over, under and upon a parcel of land owned by the Grantor and described on Exhibit "A" attached hereto and by reference made apart hereof.

The location of the Easement (the "**Easement Area**") is defined on the drawing attached hereto as Exhibit "B".

1. Use: Grantee's use of the Easement shall at all times be in compliance with all Federal, State and local laws, regulations, ordinances and statutes.
2. Repair by Grantee. Grantee shall promptly repair any damage to the Easement, or any other property not owned by Grantee, caused by Grantee exercising its rights under this agreement including without limitation, landscaping, ground cover, planting, roadways, driveways, sidewalks, parking areas and structures. In the event that Grantee, its employees, agents or contractors cause damage to the Easement in the exercise of the privilege granted herein, Grantee agrees to restore the Easement parcel so damaged to its original condition and grade. Notwithstanding the foregoing, Grantor reserves the right to install minor landscaping, irrigation and/or fencing within the utility easement parcel provided that it does or will not directly interfere with the Grantee's Facilities; Grantor further acknowledges that under the "Underground Facility Damage Prevention and Safety Act" (F.S.8556), that Grantor is obligated to notify "Sunshine State One-Call of Florida, Inc." of its intent to engage in excavation or demolition prior to commencing any work and that this notification system shall provide member operations an opportunity to identify and locate if applicable, their underground Facilities prior to said excavation or demolition. In the event Grantor fails to notify as set forth above, Grantor may be held responsible for costs and expenses incurred due to damage of Grantee's Facilities.
3. Relocation: The Grantee agrees upon the request of Grantor to relocate its Facilities, over, under and upon subject parcel at the expense of Grantor with the vacated portion of this easement being released and conveyed back to Grantor and the site of the relocated Facilities being conveyed and included in this easement grant as though it had been included abinitio.
4. Entire Agreement: This Grant of Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Non-Exclusive Easement this ____ day of _____, 20__.

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

CITY OF ORLANDO,
a municipal corporation,

WITNESS: _____
Print Name: _____

By: _____
Name: _____
Title: _____

WITNESS: _____
Print Name: _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ day of _____ 20__ by _____ as _____ of _____, on behalf of the corporation. She/He personally appeared before me, is personally known to me or has produced _____ as identification and who did (did not) take an oath.

(SEAL)

Notary Public

Print Name
Commission Expires:

Signed Seal and Delivered
in the presence of:

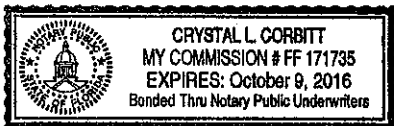
WITNESS: [Signature]
Print Name: DANITA FAXS

WITNESS: [Signature]
Print Name: MELISSA E. DOUGLAS

STATE OF FLORIDA
COUNTY OF HILSBOROUGH

The forgoing instrument was acknowledged before me this 9th day of June, 2015 by J.A. Kickliter, Director of Real Estate, on behalf of the corporation. He personally appeared before me, is personally known to me.

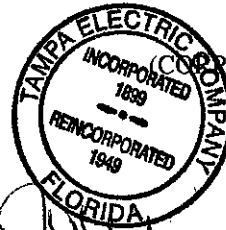
(SEAL)



GRANTEE:

PEOPLES GAS SYSTEM, A DIVISION OF
TAMPA ELECTRIC COMPANY,
a Florida corporation

By: [Signature]
J.A. Kickliter, Director of Real Estate



[Signature]
Notary Public
Crystal L. Corbitt
Print Name
Commission Expires:

SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)

UNDERGROUND GAS EASEMENT

CITY OF ORLANDO FLEET/FACILITIES MANAGEMENT BUREAU
ORLANDO, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF LOT 2, ORLANDO INDUSTRIAL COMPLEX (A REPLAT), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGE 147, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 2, ORLANDO INDUSTRIAL COMPLEX (A REPLAT), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGE 147, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE RUN N 00°16'55" E, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 486.70 FEET; THENCE DEPARTING SAID WEST LINE RUN S 89°45'40" E, A DISTANCE OF 20.00 FEET; THENCE RUN S 00°16'55" W, A DISTANCE OF 281.00 FEET; THENCE RUN S 89°45'28" E, A DISTANCE OF 26.46 FEET; THENCE RUN S 00°04'31" W, A DISTANCE OF 59.16 FEET; THENCE RUN S 89°55'56" E, A DISTANCE OF 60.04 FEET; THENCE RUN S 00°14'32" W, A DISTANCE OF 125.84 FEET; THENCE RUN S 89°41'30" E, A DISTANCE OF 312.29 FEET; THENCE RUN S 00°10'20" W, A DISTANCE OF 21.00 FEET TO THE SOUTH LINE OF AFOREMENTIONED LOT 2; THENCE RUN N 89°41'30" W, ALONG SAID SOUTH LINE, A DISTANCE OF 419.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 30,594 SQUARE FEET, MORE OR LESS.

SURVEYORS NOTES:

- 1) SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
- 2) THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF LOT 2, BEING N 00°16'55" E PER RECORD PLAT.
- 3) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, OWNERSHIP OR OTHER MATTERS OF RECORD.

REVISED: 7/10/2015
REVISED: 6/24/2015
SEE SHEET 2 FOR SKETCH

06/18/2015
SHEET 1 OF 2

PROJECT: 15049

I CERTIFY THAT THIS MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472, FLORIDA STATUTES.

DAVID M. McDERMOTT

FLORIDA REGISTERED SURVEYOR AND MAPPER CERTIFICATE No. 4779

**Associated Land Surveying
& Mapping, Inc.**

101 WYMORE ROAD, SUITE 111, ALTAMONTE SPRINGS, FLORIDA 32714
PH (407) 869-5002, FAX (407) 869-8393
CERTIFICATE OF AUTHORIZATION # LB 6767

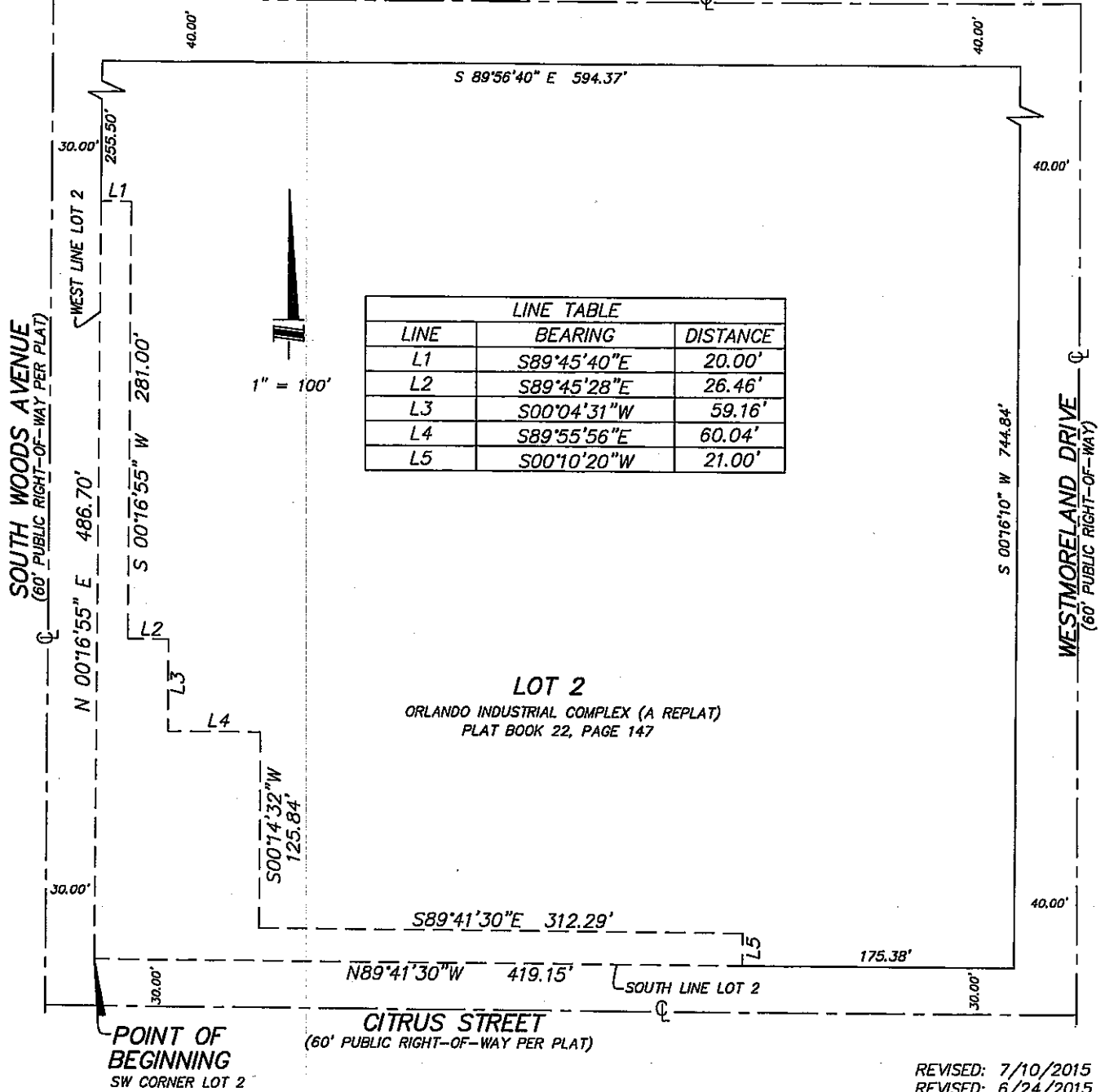
SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)

UNDERGROUND GAS EASEMENT

CITY OF ORLANDO FLEET/FACILITIES MANAGEMENT BUREAU
ORLANDO, FLORIDA

GORE STREET (PUBLIC RIGHT-OF-WAY)



REVISED: 7/10/2015
REVISED: 6/24/2015
SEE SHEET 1 FOR LEGAL

PROJECT: 15049

06/18/2015
SHEET 2 OF 2

**Associated Land Surveying
& Mapping, Inc.**

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