

Prepared by: Real Estate Department
Peoples Gas System
702 N. Franklin Street
Tampa, FL 33602

GRANT OF NON-EXCLUSIVE UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **CITY OF ORLANDO**, a Florida municipal corporation, (the "**Grantor**") whose address is 400 S. Orange Ave., 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 ("**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 "A".

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. The Facilities consist of a natural gas pipeline, pipeline tracer wire, and pipeline markers and may not be expanded absent written amendment to this Easement. Repair and/or replacement of the Facilities shall not constitute an expansion of this Easement. It is the intent of the parties that not more than one active line may be operated within the Easement at any particular time.

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. Except in the case of an emergency, Grantee shall provide written notice to the Orlando Venues Executive Director or his designee, "Director," prior to conducting any activities within the Easement Area and shall coordinate all such activities with Grantor through the Director. In the case of an emergency, Grantee shall notify the Director of Grantee's entry upon the Easement Area as soon as possible after Grantee becomes aware of the emergency condition. Grantee acknowledges that Grantor is building a stadium adjacent to the Easement Area and that the Easement Area is within the stadium site which consists of improvements attendant to the Stadium structure such as a pedestrian and vehicular circulation and access area. After construction/installation of the Facilities is complete, maintenance and repair activities on any portion of the Easement Area that is within the Stadium site must be coordinated with the Director and conducted in such a manner as to not damage the Stadium site and any improvements located therein or disrupt the operation and/or maintenance of the Stadium site. 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. §556), 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. Nothing herein operates as a waiver of the Grantor's grant of sovereign immunity or the limits of Grantor's liability established under Florida law, which limits remain in full force and effect.

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 Florida
municipal corporation**

WITNESS: _____
Print Name: _____

By: _____

WITNESS: _____
Print Name: _____

Print or Type Name

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ day of _____ 20____
by _____. He/She 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:

GRANTEE:

**PEOPLES GAS SYSTEM, A DIVISION OF
TAMPA ELECTRIC COMPANY,
a Florida corporation (CORPORATE SEAL)**

WITNESS: _____
Print Name: _____

By: _____
J.A. Kickliter, Director of Real Estate

WITNESS: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF HILSBOROUGH

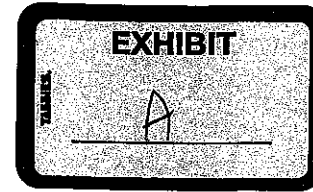
The forgoing instrument was acknowledged before me this _____ day of _____
20____ by J.A. Kickliter, Director of Real Estate, on behalf of the
corporation. He personally appeared before me, is personally known to me.

(SEAL)

Notary Public

Print Name
Commission Expires:

Sketch



LEGAL DESCRIPTION OF

NON-EXCLUSIVE UTILITY EASEMENT

A PARCEL OF LAND CONTAINING A PORTION OF LOTS 6, 9, 20 AND 23, AND THAT PORTION OF RIGHT OF WAY OF PINE STREET LYING IN BETWEEN SAID LOTS OF DREW AND PHILLIPS SUB-DIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK D, PAGE 128, AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORID;

SAID PARCEL OF LAND BEING MORE PARTICULARLY AND COMPLETELY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, SELLERS CENTRAL AVENUE SUB-DIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK G, PAGE 88, AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N89°53'41"E, ALONG THE SOUTH RIGHT OF WAY LINE OF CENTRAL BOULEVARD A DISTANCE OF 256.70 FEET, THENCE DEPARTING THE SAID SOUTH RIGHT OF WAY LINE RUN S00°24'46"W, A DISTANCE OF 599.79 FEET TO THE NORTHWEST CORNER OF A 12 FOOT BY 12 FOOT CITY SERVICES EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 10016, PAGE 4272, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE CONTINUING ALONG THE SAID EASEMENT RUN S89°43'48"W, A DISTANCE OF 12.00 FEET TO THE NORTHEAST CORNER OF SAID EASEMENT, THENCE RUN S00°24'46"E, A DISTANCE OF 12.00 FEET TO THE SOUTHWEST CORNER OF SAID EASEMENT, ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF CHURCH STREET, THENCE RUN ALONG THE SAID NORTH RIGHT OF WAY LINE OF CHURCH STREET S89°43'48"W, A DISTANCE OF 10.00 FEET, THENCE DEPARTING THE SAID NORTH RIGHT OF WAY LINE RUN N00°24'46"W, A DISTANCE OF 22.00 FEET, THENCE RUN N89°43'48"E, A DISTANCE OF 12.00 FEET, THENCE RUN N00°24'46"W, A DISTANCE OF 589.81 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 0.14 ACRES OR 6,238 SQUARE FEET, MORE OR LESS.

I hereby certify that this survey has been prepared under my direction and that this survey has been prepared in accordance with the adopted "Standards of Practice" as required by Chapter 5J-17 Florida Administrative Code pursuant to Section 472.027, Florida State Statutes.

Richard D. Allen
Professional Surveyor and Mapper No. 6922

This survey is not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Survey Services Section 400 South Orange Avenue, 8th Floor Orlando, Florida 32802 p. 407.246.3319 f. 407.246.2892	Project Number: 15-022	Drafted By: RDA	Sheet: 1 of 2
	Requested By: F. Usina	Checked By:	
	Date of Survey: N/A	Date Drawn: 2/5/2015	
	Approved By: RDA	Scale: 1" = N/A	

Sketch

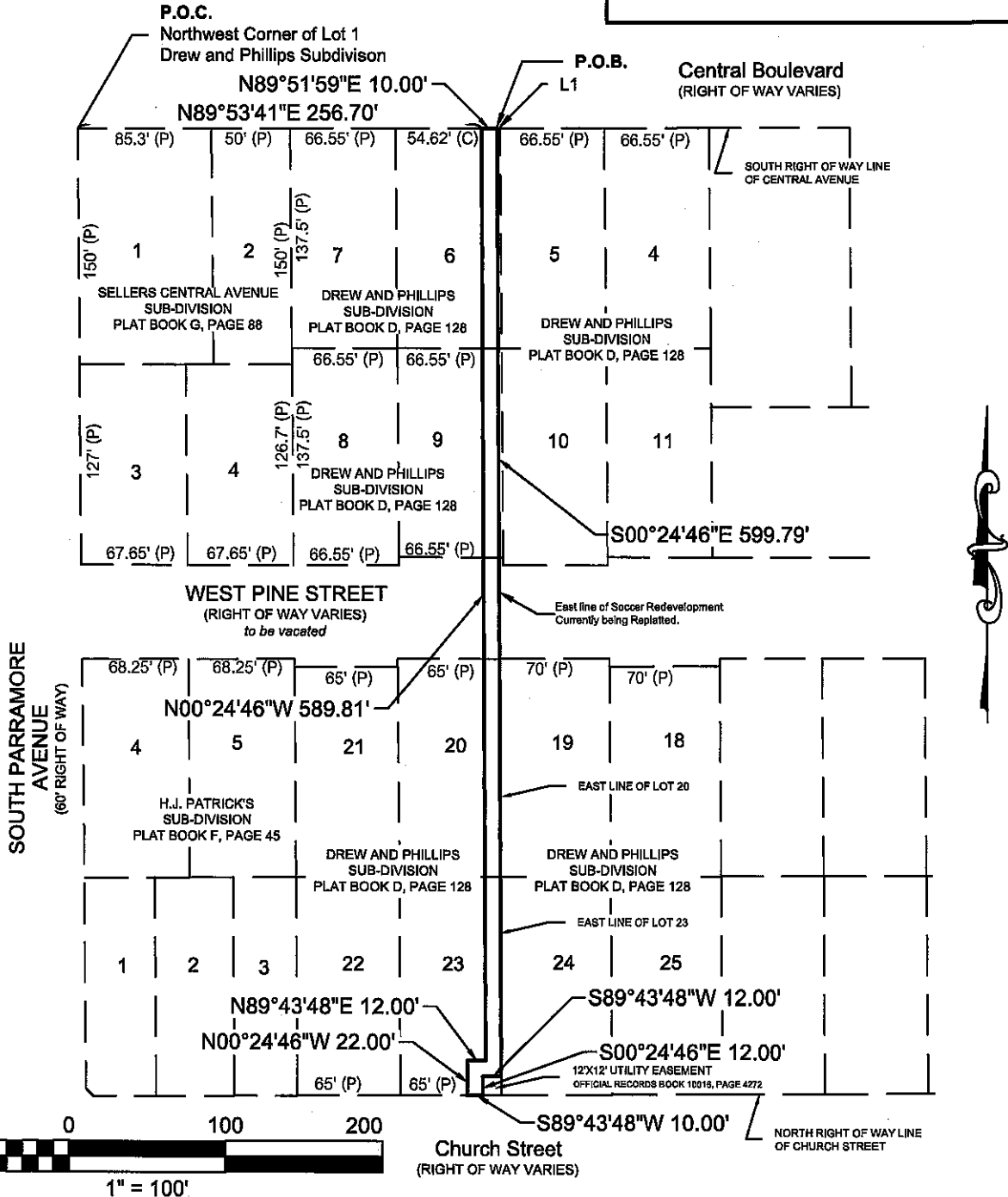
LINE TABLE

L1 S89°51'59"W 1.93'

Abbreviations

P.O.B. POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT



Survey Services Section
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Sheet:

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of

2