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O.R. 6345 PAGE 1124

Karl F. DuBlau



FLORIDA POWER CORPORATION
MEMBER OF THE CIRCUIT GROUP
PINELLAS COUNTY, FLORIDA

DISTRIBUTION EASEMENT

OCT 24 5 25 PM '86

AR

E-5094

Project Name:

Section 19

Township

28

Casa Del Sol East

Range

16

County

Pinellas

THIS EASEMENT, Made this day between _____

THOMAS J. MANNAUSA OF CASA DEL SOL OF COUNTRYSIDE, LTD.

their heirs, successors and assigns ("GRANTOR"), and FLORIDA POWER CORPORATION, a Florida corporation, its successors, lessees and assigns ("GRANTEE");

WITNESSETH, That, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE 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; said facilities being located in the following described "Easement Area" within GRANTOR's premises in Pinellas County, Florida, to wit:

A ten (10) foot wide Easement Area defined as comprising that ten foot wide strip of land lying five feet on each side of the centerline of Grantee's facilities as designed and installed on the following described property:

See description attached hereto and incorporated herein and made a part hereof the easement.

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 lands of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably 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

41 Cash 11 Chg
40 Fee 13.00
41 DG .50
43 Int

Tot 13.50

50
[Signature]

24 24705663 70 1 24oc86
40 13.00
41 0.50
TOTAL 13.50 CHK

This document prepared by H. A. EVERTZ III
Return to: Real Estate Dept., Fla. Power Corp.
P.O. Box 14042, St. Petersburg, FL 33733

Rev. 1064

Individual 913 529 (5)

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 (a) GRANTOR shall 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 30 day of

July, 19 86.

WITNESSES:

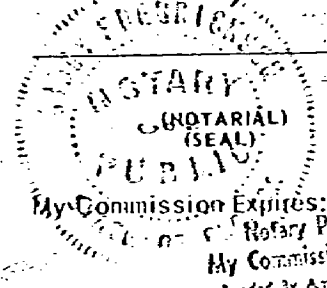
[Signature]
[Signature]

[Signature] (L.S.)
Manager, general partner (L.S.)
____ (L.S.)
____ (L.S.)

STATE OF Florida
COUNTY OF Monroe ss.

The foregoing easement was acknowledged before me this 30th day of July, 19 86.

by Thomas J. Murawski
OF CASA DEL SOL OF COUNTRYSIDE, LTD. as GRANTOR.



[Signature]
Notary Public

Thomas J. Mannausa, General Partner of CASA DEL SOL OF COUNTRYSIDE, LTD.

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE N89°32'47"E, 822.00 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 TO THE NORTHEAST CORNER OF CASA DEL SOL BARCELONA A CONDOMINIUM AS RECORDED IN CONDOMINIUM PLAT BOOK 79, PAGE 38-39 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE N89°32'47"E, 645.08 FEET; THENCE LEAVING SAID NORTH LINE, S00°01'01"E, 692.23 FEET TO A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 360.00 FEET ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF WINDING CREEK BOULEVARD (80' R/W); THENCE WESTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE THE FOLLOWING: 132.49 FEET THROUGH A CENTRAL ANGLE OF 21°05'13" (C.B. N70°22'40"W, 131.75 FEET) TO A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 240.00 FEET; THENCE WESTERLY ALONG SAID CURVE, 165.94 FEET THROUGH A CENTRAL ANGLE OF 39°36'51" (C.B. N79°38'27"W, 162.65 FEET); THENCE S80°33'06"W, 156.95 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 607.08 FEET; THENCE WESTERLY ALONG SAID CURVE, 174.79 FEET THROUGH A CENTRAL ANGLE OF 16°29'47" (C.B. S88°47'59"W, 174.18 FEET); THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, NON-TANGENT, N00°27'13"W, 293.81 FEET; THENCE S89°32'47"W, 27.11 FEET TO THE EASTERLY BOUNDARY OF SAID CASA DEL SOL BARCELONA A CONDOMINIUM; THENCE ALONG SAID EASTERLY BOUNDARY, N00°27'13"W, 349.46 FEET TO THE POINT OF BEGINNING.
CONTAINING 9.28 ACRES, MORE OR LESS.