



CFN 2006135417
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 DATE: 09/07/2006 10:13:32 AM
 JAMES C. WATKINS, CLERK OF COURT
 LAKE COUNTY
 RECORDING FEES 18.50
 DEED DOC 0.70

DISTRIBUTION EASEMENT

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** doing business as **PROGRESS ENERGY FLORIDA, INC.**, a Florida corporation (“**GRANTEE**”), Post Office Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric energy and service and communication systems, whether to telecommunication providers or other customers by **GRANTEE** or others, said facilities being located in the following described “Easement Area” within **GRANTOR’S** premises in Lake County, to wit:

A 10 foot wide Easement Area defined as lying 5 feet on each side of Grantee’s facilities to be installed at mutually agreed upon locations over, across and through the following described property to accommodate present and future development.

Tracts “N”, “M” and “Parcel-2”, EAGLE POINTE, PHASE 1, according to the Plat thereof as recorded in Plat Book 59, Pages 36-42, of the Public Records of Lake County, Florida.

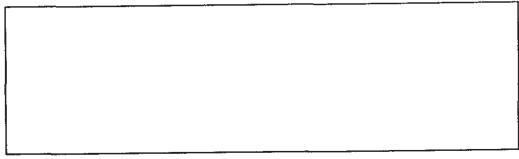
Tax Parcel Number: 09-22-25-00001-00000500

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; further **GRANTEE** hereby agrees to restore the Easement Area to as near as practicable the condition which existed prior to such construction, repairs, alteration, replacement, relocation or removal as a result of **GRANTEE’S** safe and efficient installation, operation or maintenance of said facilities; (b) the reasonable right for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) the reasonable 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 reasonable right for **GRANTEE** to trim or remove any timber adjacent to, but outside the Easement Area which, in the reasonable 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 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. The rights and easement herein granted are non-exclusive as to entities not engaged in the provision of electric energy and service and **GRANTOR** reserves the right to grant rights to others affecting said easement area provided that such rights do not create an unsafe condition or unreasonably conflict with the rights granted to **GRANTEE** herein.

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 the 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 (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. This legal description was provided by **GRANTOR**. In the event facilities are located outside of this legal description, **GRANTOR** shall pay for any relocation costs necessary or shall amend this legal description to cover the actual facilities.

This document prepared by R. Alexander Glenn
 Return to: Progress Energy Florida, Inc.
 3300 Exchange Place
 Lake Mary, Florida 32746

09 SEC. TWP. RGE. COUNTY GRANTOR PROJECT
 22 LAKE INVESTMENT GROUP OF FLORIDA, LLC
 25 LAKE 1590545



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.

GRANTEE agrees to indemnify and hold GRANTOR harmless for, from and against any and all losses, claims or damages incurred by GRANTOR arising directly from GRANTEE's negligence or failure to exercise reasonable care in the construction, reconstruction, operation or maintenance of GRANTEE's facilities located on the above described easement.

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 said GRANTOR has caused this easement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this 7th day of AUGUST, 2006.

ATTEST: [Signature]
Secretary
FRED PLUMMER
Printed or Type Name

GRANTOR:
INVESTMENT GROUP OF FLORIDA, LLC
Name of Corporation
[Signature]
President
CARL CERILLI
Printed or Type Name

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:
[Signature]
Signature of First Witness
Melissa Abrecht
Print or Type Name of First Witness
[Signature]
Signature of Second Witness
TERRY L DAY
Print or Type Name of Second Witness

Grantor(s) mailing address:
600 SOUTH MAIN AVE
MINNEOLA, FL 34715

State of FL)
County of LAKE) ss

The foregoing Easement was acknowledged before me this 7th day of AUGUST, 2006, by CARL CERILLI and FRED PLUMMER, its President and its Secretary, respectively of INVESTMENT GROUP OF FLORIDA, a FLORIDA (state) Corporation, on behalf of the Corporation who are personally known to me or who have produced _____ as identification and who did/did not take an oath.

CORPORATE SEAL NOTARY SEAL

[Signature]
Name:
Notary Public
Serial Number:
My Commission Expires:

