



RELEASE OF EASEMENT

COUNTY USE ONLY

WHEREAS, by instrument dated May 22, 2003, J. D. Eggebrecht Development LTD did grant and convey unto FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC., a Florida corporation, (**DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY is the successor in interest to the original grantee and thereafter all references will be to Duke Energy**), a right-of-way easement subsequently recorded on June 19, 2003 in O.R. Book 2342 at Page 1648-1649 Instrument No. 2003076021 of the Public Records of Lake County, Florida; covering the following-described lands in Lake County, Florida, to wit:

Legal Description: The SW ¼ of the NW ¼ and the NW ¼ of the SW ¼ of Section 35, Township 21 South, Range 25 East, Lake County, Florida.

and

WHEREAS, DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY, has been requested to release the above-described right-of-way easement, and DUKE ENERGY is willing to release said easement;

NOW, THEREFORE, WITNESSETH, that DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY, for and in consideration of the sum of One Dollar and of other good and valuable considerations, receipt of which is hereby acknowledged, has released and discharged and by these presents does release and discharge all of the right, title, interest, claim and demand which said DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY, has under and by virtue of the above-described easement.

RELEASE

IN WITNESS WHEREOF, said DUKE ENERGY has caused this Release of Easement to be signed in its corporate name by its authorized representative, witnessed and attested, this 20th day of November, 2015.

WITNESSES:

DUKE ENERGY FLORIDA, LLC.
d/b/a DUKE ENERGY

Irma Cuadra

By:

Kris Tietig

Kris Tietig, Manager, Land Services, Distribution ROW

IRMA CUADRA

Print Name

3300 Exchange Place
Lake Mary, FL 33742

Gloria Groome



Gloria Groome

Print Name

STATE OF FLORIDA

COUNTY OF Orange

The foregoing document was acknowledged before me this 20th day of November 2015.

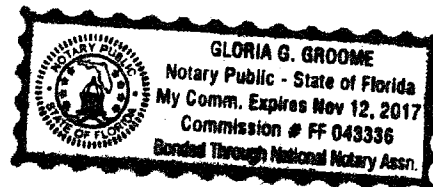
by Kris Tietig, as Manager, Land Services, Distribution ROW, of DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY, on behalf of the limited liability company, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Gloria G. Groome
Notary Public

Gloria G. Groome
Print Name

Serial Number:
My Commission Expires:

(SEAL)





CFN 2003076021
 Bk 02342 Pgs 1648 - 1649; (2pgs)
 DATE: 06/19/2003 02:11:28 PM
 JAMES C. WATKINS, CLERK OF COURT
 LAKE COUNTY
 RECORDING FEES 9.00
 TRUST FUND 1.50
 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 comprising the East 10 feet of the following described property.

The SW ¼ of the NW ¼ and the NW ¼ of the SW ¼ of Section 35, Township 21 South, Range 25 East, Lake County, Florida.

Tax Parcel Number: 35-21-25-0002-000-00200

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 and 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

35 SEC
 21 TWP.
 25 RGE
 LAKE COUNTY
 GRANTOR
 J D EGGBRECHT DEVELOPMENT LTD
 PROJECT
 1146099

Hyponex Test Mine - Temporary Line

This document prepared by Maria Taylor
 Return to Progress Energy Florida, Inc.
 3300 Exchange Place
 Lake Mary, FL 32746

Return to:
 Florida Power Corp.
 3300 Exchange Place
 Lake Mary, FL 32746

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 of the original document.*

The quality of this image is equivalent to the quality of the original document

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 22 day of May, 2003

GRANTOR:

J D Eggebrecht Development LTD
Name of Partnership
Jerry D. Eggebrecht
General Partner
JERRY D. EGGBRECHT
Printed or Type Name

ATTEST:

N/A
Secretary
N/A
Printed or Type Name

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Carol M Mitterbach
Signature of First Witness
Carol M. Mitterbach
Print or Type Name of First Witness
Laurie A. Concilio
Signature of Second Witness
Laurie A. Concilio
Print or Type Name of Second Witness

Grantor(s) mailing address:

6344 PINEY GLEN LAKE
ORLANDO, FL.
32819

State of Florida)
County of Orange) ss

The foregoing Easement was acknowledged before me this 22nd day of May, 2003, by Jerry D. Eggebrecht, its General Partner, respectively of J.D. Eggebrecht Development Ltd, a Florida limited partnership, on behalf of the Partnership who is personally known to me or who has produced personally known to me as identification and who did not take an oath

CORPORATE SEAL



Margelia P. Hadbavny
Name
Notary Public MARGELIA P. HADBAVNY
Serial Number, CC 881261
My Commission Expires 20 February 2004