



13,45  
 Clerk of Circuit Court  
 Nov 17 12 32 PM '83

83229371

C. R. 5644 PAGE 458

**DISTRIBUTION EASEMENT**

THIS EASEMENT, Made this day between TRECO COMMUNITIES, INC.

, a Florida corporation,  
 (State)  
 its successors and assigns ("GRANTOR"), and FLORIDA POWER CORPORATION, a Florida corporation, its suc-  
 cessors, 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 "Ease-  
 ment 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 facili-  
 ties as designed and installed on the following described property:

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

01 Cash/11 Chg  
 40 Rec 13.00  
 41 OS .45  
 43 Int 13.45  
 Tot 13.45

Documentary Tax Pd. \$ 1.15  
 Intangible Tax Pd.  
 K. Lee, Clerk, Pinellas County  
 B. ... Deputy Clerk

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 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.

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 GRANT-  
 OR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE

This document prepared by  
 BLAIR W. CLARK  
 RETURN TO: Real Estate Dept.  
 Florida Power Corporation  
 P. O. Box 14042  
 St. Petersburg, FL 33733

Corporate 913 532 (5)

BLP E-4814  
 Section 34, Township 28, Range 16  
 Project Name: Phillippe Bay  
 County Pinellas