

SEC. TWP. S. RGE. E.  
FOLIO/PARCEL ID NO.  
W.O. NO.

PREPARED BY  
AND RETURN TO:

Real Estate Department  
Tampa Electric Company  
P.O. Box 111  
Tampa, FL 33601

## EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, whose address is \_\_\_\_\_ (“Grantor”), in consideration of One Dollar and other valuable considerations paid to Grantor by **TAMPA ELECTRIC COMPANY**, a Florida corporation, P.O. Box 111, Tampa, Florida 33601 (“Company”), receipt whereof is hereby acknowledged, has given and granted unto the Company, its successors and assigns, a perpetual easement over and the right to enter upon the land in \_\_\_\_\_ County, Florida, described as follows:

See Exhibit “A” attached hereto and by reference made a part hereof (“Easement parcel”)

Owner is allowed to use the land for any purpose outside of building structures that will interfere with easement area

right of ingress and egress to and from the same, and all rights therein and all privileges thereon be necessary or convenient for the full use and enjoyment of such easement, which includes, but is not limited to, digging, constructing, operating, maintaining, repairing, replacing on and removing from the land and underground lines of wires, cables, data transmission and communication facilities, structures, and necessary appurtenances (“Facilities”).

TECO reserves the right to trim trees or landscaping if it encroaches into easement area needed for repairs

The aforesaid rights and privileges granted shall include the right and privilege to trim or remove any and all trees or shrubs upon said land, and the Company shall also have the right and privilege to trim or remove any and all trees or shrubs upon the Grantor’s lands adjacent to said land, wherever the Company may deem it necessary or desirable to do so for the protection of said installations.

The Grantor may use said land for any purpose which will not interfere or conflict in any manner with the use of the same by the Company for the purposes enumerated above and which will not endanger any person or property, except that in no event shall any improvement or structure be installed or constructed thereon, grade changed, or water impounded thereon.

With respect to underground Facilities, Grantor acknowledges that under the “Underground Facility Damage Prevention and Safety Act” (ch. 556 Fla. Stat.), 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 Grantor may be held responsible for costs and expenses incurred due to damage of Company’s Facilities in the event Grantor fails to so notify.

The Company agrees, at the sole expense of Grantor, to relocate its Facilities, over, under and upon subject parcel upon the request of Grantor, and 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 ab initio.

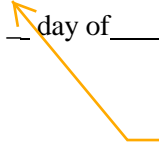
Before any digging, homeowners MUST contact 811 for locates to ensure safe digging practices are met

If a homeowner wants to relocate TECO facilities on their property it will be at their own expense. They will need to coordinate with TECO new construction department

The terms "Grantor" and "Company" herein employed shall be construed to include the words "heirs, executors, administrators and assigns" and "successors and assigns" of the respective parties hereto, wherever the context so admits or requires. 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.

Grantor warrants to Company that it is duly formed, validly existing and in good standing under the laws of its state of formation, and Grantor has all requisite right, power, and authority to enter into this Easement, Grantor owns the Easement Parcel, and no consent of any other person is required to render this Easement a valid and binding instrument.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement this \_\_\_ day of \_\_\_\_\_, 20\_\_.



Terms of the easement agreement

**SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF WITNESSES TO EXECUTION BY GRANTOR:**

**GRANTOR:**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ by means of  physical presence or  online notarization who is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my hand and official seal the date aforesaid.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_ at Large

\_\_\_\_\_  
Notary: Print or Type Name

My Commission Expires:

**EXHIBIT "A"**  
**(See attached legal description and sketch)**