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11306

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, in consideration of the sum of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to FLORIDA POWER CORPORATION, its successors, assigns, lessees, and licensees, the right, privilege and easement to construct, reconstruct, operate and maintain for such period of time as it may use the same or until the use thereof is abandoned, a tower line for the transmission and distribution of electricity, including necessary communication and other wires, ground connections, attachments, fixtures, equipment and accessories required in connection therewith over, upon and across the following-described land in MARION County, State of Florida, to wit:

A 170-foot wide right-of-way area through the NE $\frac{1}{2}$ of SE $\frac{1}{2}$ of NE $\frac{1}{2}$ and the E $\frac{1}{2}$ of NE $\frac{1}{2}$ of NE $\frac{1}{2}$, Section 29, Township 17 South, Range 23 East.







Grantee shall have the right to patrol, inspect, alter, improve, repair, rebuild or remove such line, equipment and accessories, including the right to increase or decrease the number of wires and voltage, together with all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes above described. Grantee shall also have the right to trim, cut and keep clear such trees, limbs and undergrowth along said line, and all trees adjacent thereto that may endanger the proper operation of the same.

Grantor(s) further grant the reasonable right to enter upon adjoining lands of the Grantor(s) for the purpose of exercising the rights herein granted.

Right-of-way clearing is hereby restricted to the said 170-foot wide right-of-way area, together with the right to remove trees located outside of said right-of-way clearing area which could endanger said line.

Grantor(s) hereby agree that no trees, and no buildings, structures, trailers, or obstacles, other than fences, will be located or constructed within the said 170-foot wide right-of-way area by the Grantor(s) herein, and further agree that at no time shall the lands within the said right-of-way area be utilized for vehicular parking.

The Grantor(s), however, reserve the right to use the said right-of-way area for general farming or pasture purposes, and the further right to construct roads across the said right-of-way area, provided, however, and Grantor(s) hereby agree, that any such roads, or any part thereof are (1) not located or constructed within the said right-of-way area parallel to the transmission line, (2) constructed across the said right-of-way area approximately perpendicular to the edge of said right-of-way area, (3) not constructed in excess of two (2) feet above existing ground elevation, and (4) more than 25 feet distant from any of Grantee's line structures or related equipment or accessories thereto.

Grantee shall have the right to construct a road and tower islands within said right-of-way area and to excavate, where necessary, within said right-of-way area to obtain road and tower island fill dirt, and to remove muck or any other unsuitable soil from the road bed and tower island sites. Grantee shall have the right to deposit any unsuitable soil, removed from the road bed and/or tower island sites, within said right-of-way area. Grantee shall have the further right, if desirable, to deposit within said right-of-way area suitable road and

tower island fill secured from sources other than on Grantor(s)' property.

The covenants contained herein shall extend to and be binding upon the Grantor(s), their heirs and assigns.

The Grantor(s) covenant that they have the right to convey the said easement and that the Grantee, its successors, assigns, lessees, and licensees, shall have quiet and peaceful possession, use and enjoyment of said easement.

IN WITNESS WHEREOF, the sai	d Grantor(s) have hereunto affixed
their hands and seals this day	of, A. D.
19 <u>65</u> .	
Signed, sealed and delivered in the presence of:	
- And the state of	Sam Pierson, Sr. (L.S.
and the street	formation, St.

Before me, the undersigned authority, personally appeared Jack Steknown to me to be the person whose signature is affixed to the foregoing instrument that he heing dalv sworn, deposes and says that Sam Fierson and says that rn, deposes and says that <u>Sam Fierson</u> and , the Grantors, named in said instrument, signed, sealed Bessie Pierson his wife and delivered said instrument in affiant's presence; that the other subscribing witness also witnessed the execution of said instrument by said Grantors, and that both subscribing wit-

nesses then and there signed said instrument as such witnesses. IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 87 day of

My Commission Expires:

SS.

STATE OF FLORIDA

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