

Prepared by and Return to:

Bill Maudlin
Gulf Power
One Energy Place
Pensacola, FL 32520-0093

Inst: 201940003812 Date: 11/14/2019 Time: 11:33AM
Page 1 of 4 B: 1330 P: 245, WM D. Washington, Clerk of Court
Madison, County, By: AP
Deputy ClerkDoc Stamp-Deed: 35.00

Affected Tract# MA-073.000
Parcel ID# 08-1S-09-0875-004-012

EASEMENT
(Individual)

KNOW ALL MEN BY THESE PRESENTS that M. Scott Dickinson and Karen B. Dickinson, husband and wife, of the County of Madison and State of Florida, whose address is 337 SW Bartow Trail, Madison, Florida 32340 ("Grantor") in consideration of the sum of One Dollar and No Cents (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, do hereby grant to the Gulf Power Company, a Florida corporation, whose address is One Energy Place, Pensacola, Florida 32520-0093 and to its successors and assigns (the term "assigns" meaning any person or business entity owning by way of assignment all or a portion of rights under this easement with the Gulf Power Company or its other assigns retaining and exercising the other rights) (hereinafter the "Grantee"), an easement forever for a right-of-way, not to exceed 70 feet in width for and the right, privilege and authority to Grantee and its licensees, agents, invitees, contractors, sub-contractors, subsidiaries and affiliates to construct, operate and maintain one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, "H" frame structures, towers, cables, conduits, anchors, guys, roads, trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes and one or more pipelines, and appurtenant equipment for the transmission of substances of any kind (all of the foregoing hereinafter referred to as "facilities"), over, under, in, on, upon and across the lands of the Grantor(s) situated in the County of Madison, and the State of Florida and being more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof;

together with the right and privilege from time to time to (i) reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, over or under the above-described right-of-way with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to, without notice to the Grantor, cut and keep clear all trees and undergrowth and other obstructions within said right-of-way and on lands of Grantor(s) adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers (ii) sell, convey, lease, or assign all or any portion of this easement or to grant sub-easements, co-easements, easements, licenses or similar rights of this easement, and/or (iii) convey, transfer, license, permit or otherwise agree to the joint use or occupancy of all or a portion of the facilities whether overhead or underground; to and/or by other persons, business entities, utilities, associations or cooperatives; together with the right of ingress and egress for personnel and equipment of such parties, and their respective contractors, subcontractors, licensees, and agents over the adjoining lands of the Grantor(s), for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder. Grantee, at its sole option, may obtain a certified survey sketch and legal description of the easement area

after this easement is recorded, and upon completion of such survey, Grantor hereby authorizes Grantee to execute and record a supplement to this easement in the public records of Madison County, Florida, without Grantor's signature, replacing the attached Exhibit A with a certified survey sketch and legal description of the easement area.

The Grantor, however, reserves the right and privilege to use the above-described right-of-way for agricultural and such other purposes as approved by Grantee in writing.

Notwithstanding anything contained herein to the contrary, by the execution and delivery hereof Grantor so expressly agrees that no portion of the right-of-way shall be excavated, altered, obstructed, improved, surfaced or paved without the prior written permission of the Grantee, and no building, well, irrigation system, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across said right-of-way by the Grantor, or the heirs, personal representatives, successors or assigns of Grantor. Any improvement, structure or alteration that interferes with or is inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its licensees or as might cause a hazardous condition shall be a violation of this provision. However, no violation of this provision shall be deemed adverse or hostile to Grantee until such time as said violation interferes with Grantee's actual use, occupation and enjoyment of the right of way and the rights granted hereunder; and until Grantee first provides written notice to Grantor of the violation(s) and Grantor fails to cure the violations complained of within thirty (30) days of such notice.

The Grantor(s) covenant(s) that the Grantor(s) is/are the fee simple owners of the subject land, more particularly described on Exhibit "A" attached hereto and made a part hereof. And further covenants that the subject land is free and clear of liens, encumbrances and third party rights and/or claims of any kind.

[This space is intentionally left blank]

[Signature and acknowledgements appear on following pages]

By the execution hereof, Grantor(s) covenant(s) that (he, she, they) has (have) the right to convey this easement and that the Grantee shall have quiet and peaceful possession, use and enjoyment of this easement and the rights granted hereby.

IN WITNESS WHEREOF, the Grantor(s) has (have) executed this easement this 2 day of OCTOBER, 2015.

GRANTOR:

Signed, sealed and delivered in the presence of:

M. Scott Dickinson and Karen B. Dickinson,
husband and wife

Ramona V. Dickinson
Signature
Print Name: Ramona V. Dickinson

M. Scott Dickinson
Signature
Print Name: M. Scott Dickinson
Address: _____

Tom Bentley
Signature
Print Name: Tom Bentley

Ramona V. Dickinson
Signature
Print Name: Ramona V. Dickinson

Karen B. Dickinson
Signature
Print Name: Karen B. Dickinson
Address: _____

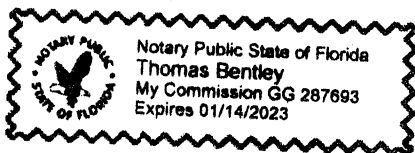
Tom Bentley
Signature
Print Name: Tom Bentley

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF MADISON)

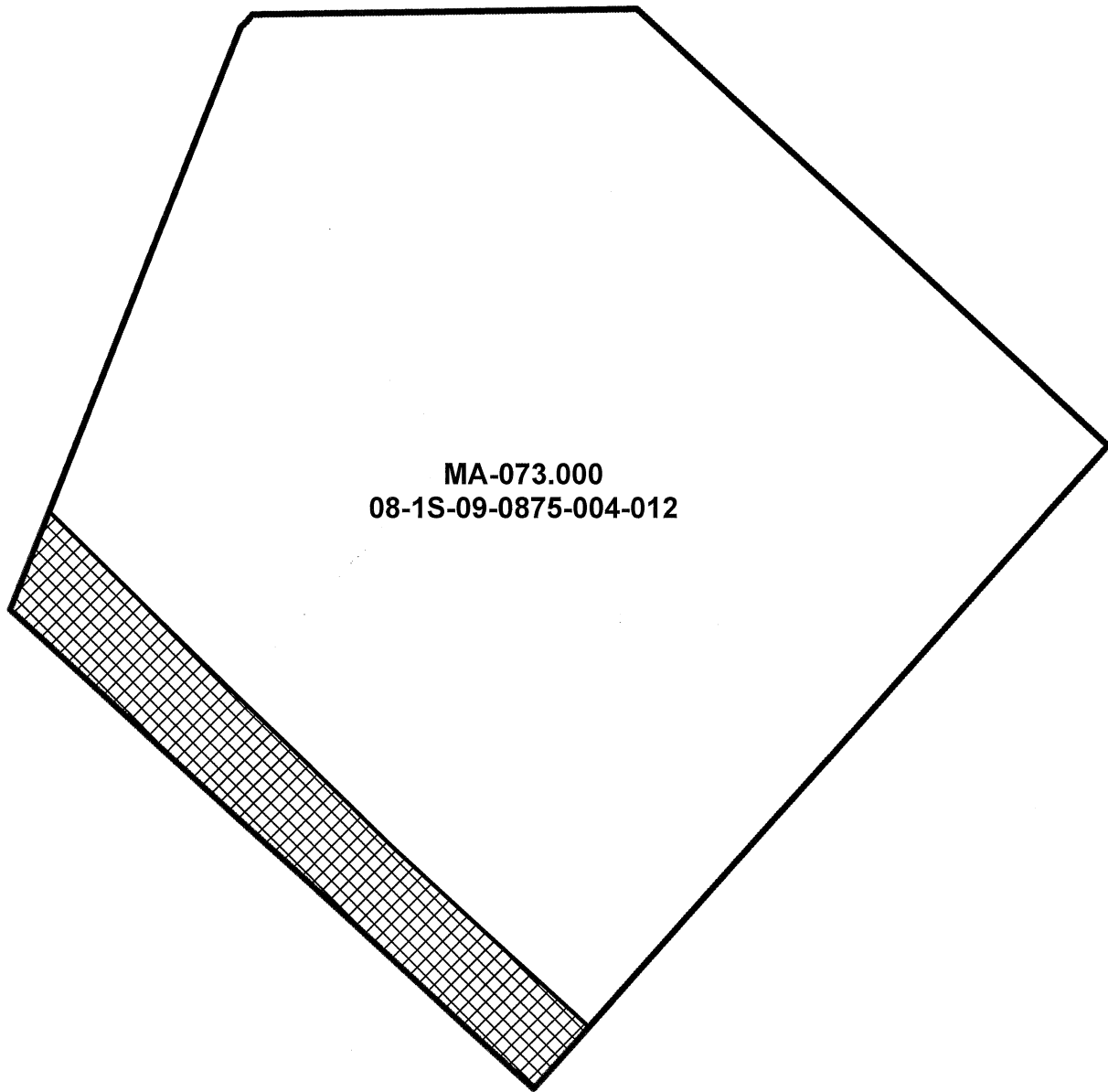
On this 2 day of OCTOBER, 2015 before me, the undersigned notary public, personally appeared M SCOTT DICKINSON KAREN B DICKINSON, personally known to me to be the person who subscribed to the foregoing instrument or who has produced FL DL as identification, and acknowledged that he/she executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

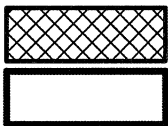


Thomas Bentley
NOTARY PUBLIC, STATE OF FLORIDA
Print Name: Thomas Bentley

EXHIBIT A
Madison County, Florida



Gulf Power[®]



PERMANENT EASEMENT

PROPERTY BOUNDARY

0 440 Feet

Property Of

**M. Scott Dickinson and Karen B. Dickinson,
husband and wife**

Affected Tract Number: MA-073.000

Tax Parcel Number: 08-1S-09-0875-004-012

Permanent ROW Width: Variable

Permanent ROW Acreage: 0.74 acres

DOYLE
LAND SERVICES

FPL 038447
20210015-EI

Drawing is preliminary and the location of the easement shall be fixed and determined by the survey and legal description prepared by Grantee.

Drawn By: Blake Buchert

Date: 9/27/2019