

Prepared by

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

Affected Tract# LE-006.003  
Parcel ID# 3234200600000

### EASEMENT

KNOW ALL MEN BY THESE PRESENTS that Bruce Forest, LLC, an Indiana limited liability company, of the County of Monroe and State of Indiana whose address is 11000 s. Strong Drive, Bloomington, IN 47403 ("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 125 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 Leon, 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 Leon 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 16<sup>th</sup> day of October, 2019.

**Grantor:**

Signed, sealed and delivered in the presence of:

**Bruce Forest, LLC**, an Indiana limited liability company

Janic Poz  
Signature  
Print Name: Janic Poz

Bruce Forest LLC  
By: Warren Cutshall  
Name: Warren Cutshall  
Title: Manager

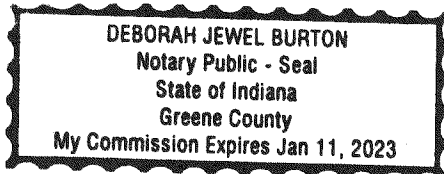
John M. Miller  
Signature  
Print Name: John M. Miller

**ACKNOWLEDGMENT**

STATE OF INDIANA )  
)ss.  
COUNTY OF Greene )

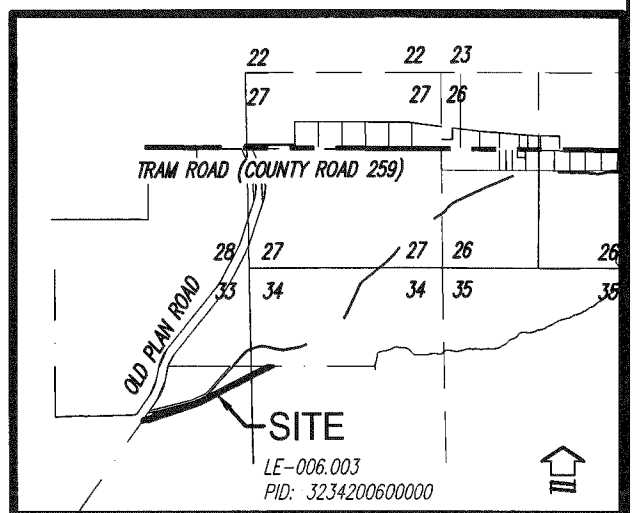
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October, 2019, by Warren Cutshall, as Manager of Bruce Forest LLC, a(n) Indiana LLC. He/She is personally known to me or who has produced \_\_\_\_\_ as identification.

Deborah J. Burton  
Notary Public, State of Indiana  
My Commission No: 561931  
My Commission Expires 1/11/23



**ENCUMBRANCES TABLE:**

ITEM NO.	RECORD DOCUMENT	DOCUMENT TYPE	AFFECTS	ACTION TAKEN
1	ORB 3876, PG 1840	ROAD EASEMENT	DOES NOT AFFECT	PLOTTED
2	ORB 3876, PG 1769	EASEMENT AGREEMENT, APALACH TIMBERLANDS II, LLC.	AFFECTS	NOT PLOTTABLE

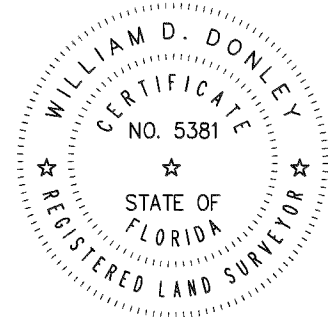


**VICINITY MAP**  
(NOT TO SCALE)

**NOTES:**

1. BEARING SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/2011, U.S. SURVEY FEET, ESTABLISHED WITH SPECTRA PRECISION EPOCH 80 GNSS RTK GPS SYSTEM, TOGETHER WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN). DERIVING A BEARING OF S35°19'47"W ON THE WEST LINE OF ORB 5040, PG 1311, LEON COUNTY, FLORIDA.
2. ENCUMBRANCES SHOWN OR NOTED ON THIS EXHIBIT ARE BASED UPON DOCUMENTS PREPARED AND PROVIDED BY DOYLE LAND SERVICES WITH AN EFFECTIVE DATE APRIL 22, 2019.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

**CERTIFIED TO:**



*William D. Donley*

08/22/2019

WILLIAM D. DONLEY  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NUMBER LS 5381

DATE

SHEET 1 OF 4

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

**SKETCH OF DESCRIPTION**

-OF-  
**VARIABLE WIDTH UTILITY  
EASEMENT**  
PID: 3234200600000  
(LE-006.003)

SECTIONS 33 & 34, TOWNSHIP 01 SOUTH, RANGE 02 EAST  
LEON COUNTY FLORIDA



131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:



DATE: 08/13/2019  
REV DATE:  
SCALE: N/A

PROJ: 50111200  
DRAWN BY: MT  
CHECKED BY: WDD

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTIONS 33 AND 34, TOWNSHIP 01 SOUTH, RANGE 02 EAST, LEON COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5040, PAGE 1311 OF THE OFFICIAL RECORDS OF LEON COUNTY, FLORIDA; THENCE RUN S35°19'47"W ALONG THE WEST LINE OF SAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 5040, PAGE 1311 OF THE OFFICIAL RECORDS OF LEON COUNTY, FLORIDA AND THE EAST LINE OF OLD PLANK ROAD, A DISTANCE OF 198.65 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE N86°38'06"E, A DISTANCE OF 83.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 305.11 FEET, A CENTRAL ANGLE 39°24'41", A CHORD BEARING OF N63°14'14"E AND A CHORD DISTANCE OF 205.76 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 209.87 FEET TO A POINT OF A NON-TANGENCY; SAID POINT BEING THE BEGINNING OF NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 312.26 FEET, A CENTRAL ANGLE 24°16'23", A CHORD BEARING OF N63°14'14"E AND A CHORD DISTANCE OF 131.30 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 132.29 FEET TO A POINT OF TANGENCY; THENCE RUN N75°22'25"E, A DISTANCE OF 1002.45 FEET; THENCE RUN N70°27'55"E, A DISTANCE OF 42.11 FEET; THENCE RUN N65°42'40"E, A DISTANCE OF 284.62 FEET; THENCE RUN N62°59'13"E, A DISTANCE OF 1680.44 FEET; THENCE RUN N63°47'30"E, A DISTANCE OF 250.28 FEET TO A POINT ON THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 5040, PAGE 1311 OF THE OFFICIAL RECORDS OF LEON COUNTY, FLORIDA; THENCE RUN ALONG SAID NORTH LINE S89°56'54"E, A DISTANCE OF 135.61 FEET; THENCE DEPARTING SAID NORTH LINE S63°47'30"W, A DISTANCE OF 371.47 FEET; THENCE RUN S62°59'13"W, A DISTANCE OF 1681.50 FEET; THENCE RUN S65°42'40"W, A DISTANCE OF 288.49 FEET; THENCE RUN S70°27'55"W, A DISTANCE OF 47.17 FEET; THENCE RUN S71°45'29"W, A DISTANCE OF 1290.28 FEET; THENCE RUN S86°38'06"W, A DISTANCE OF 191.75 FEET TO A POINT ON THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5040, PAGE 1311 OF THE OFFICIAL RECORDS OF LEON COUNTY, FLORIDA; THENCE RUN ALONG SAID WEST LINE N35°19'47"E, A DISTANCE OF 76.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 268,667 SQUARE FEET, OR 6.168 ACRES MORE OR LESS.

**SHEET 2 OF 4**

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

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-OF-

**VARIABLE WIDTH UTILITY  
EASEMENT**

**PID: 3234200600000  
(LE-006.003)**

SECTIONS 33 & 34, TOWNSHIP 01 SOUTH, RANGE 02 EAST

LEON COUNTY

FLORIDA



**Dewberry**

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:



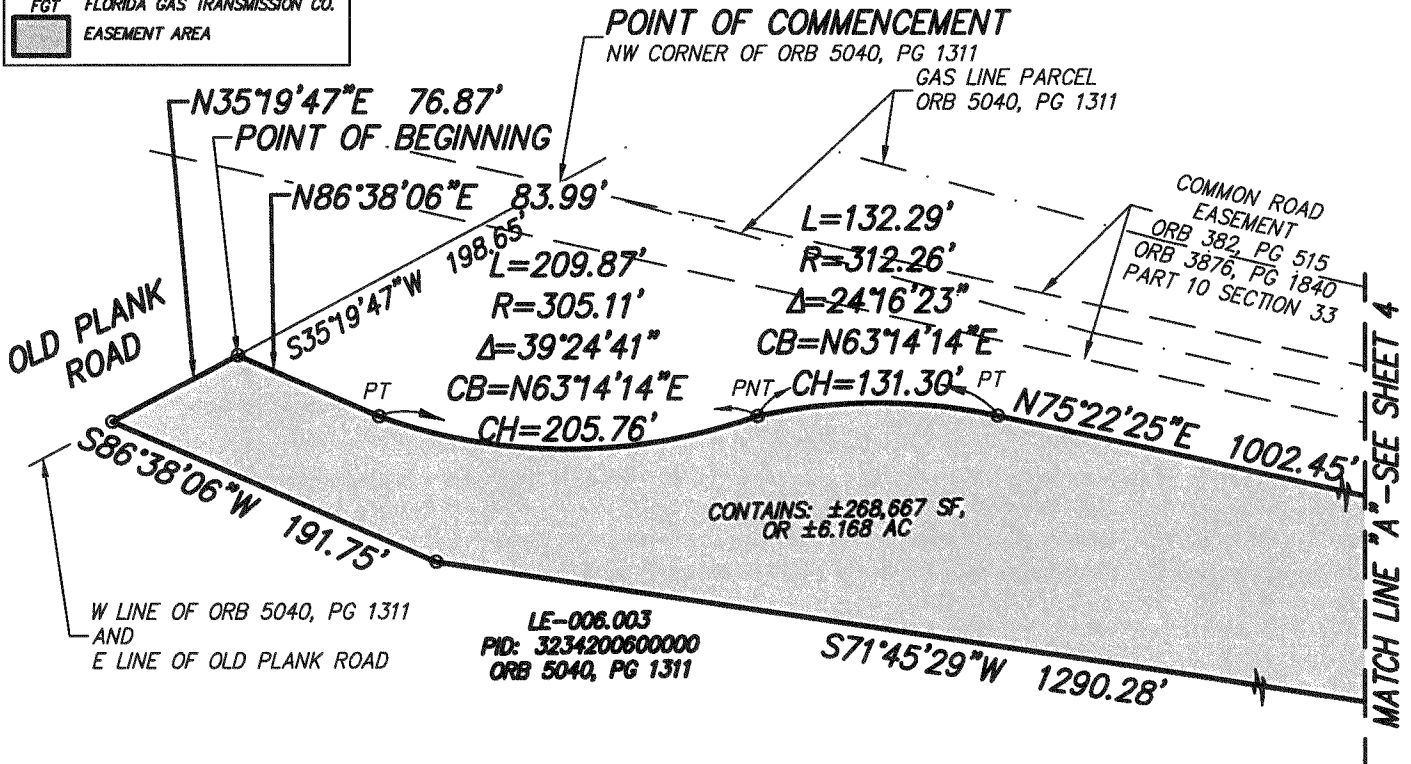
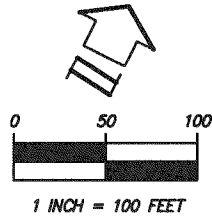
**Gulf  
Power®**

DATE: 08/13/2019  
REV DATE:  
SCALE: N/A

PROJ: 5011200  
DRAWN BY: MT  
CHECKED BY: WDD

**LEGEND:**

---	LINE BREAK
PC	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PNT	POINT OF NON-TANGENCY
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE
CB	CHORD BEARING
CH	CHORD LENGTH
SF	SQUARE FEET
AC	ACRES
SEC	SECTION
FGT	FLORIDA GAS TRANSMISSION CO.
	EASEMENT AREA



SHEET 3 OF 4

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

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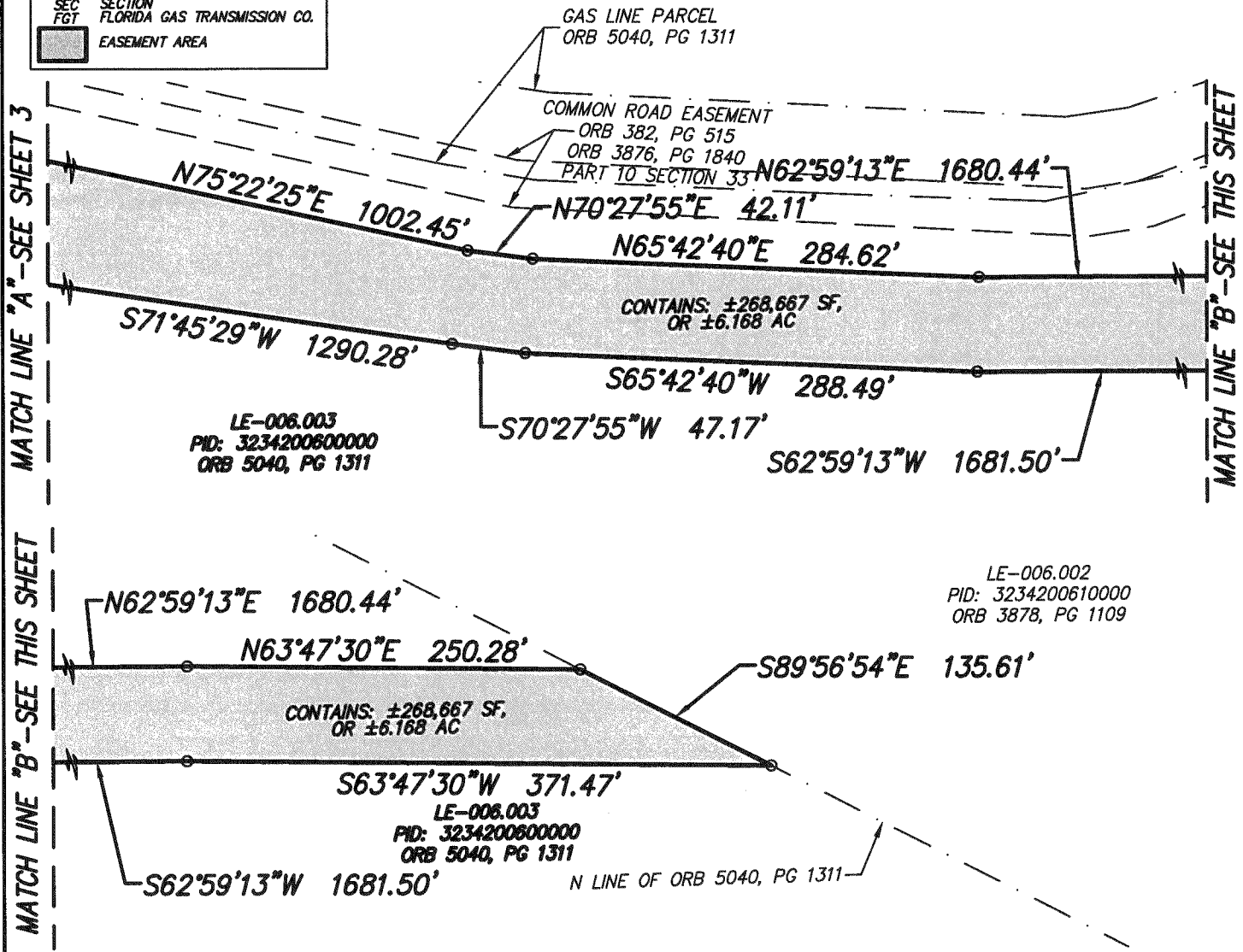
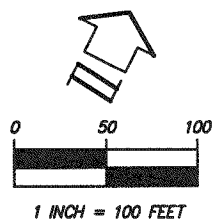


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PC	POINT OF CURVATURE
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PNT	POINT OF NON-TANGENCY
PNT	POINT OF TANGENCY
R/W	RIGHT OF WAY
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PG(S)	PAGE(S)
L	LENGTH
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A	CENTRAL ANGLE
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CH	CHORD LENGTH
SF	SQUARE FEET
AC	ACRES
SEC	SECTION
FGT	FLORIDA GAS TRANSMISSION CO.
	EASEMENT AREA




SHEET 4 OF 4

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 -OF-  
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