

Prepared By:
Lee County Port Authority Attorney's Office
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Portion of Strap No. 19-45-26-00-00002.0000

Section 24, Township 45 South, Range 25 East and
Section 19, Township 45 South, Range 26 East

UTILITY EASEMENT

This Utility Easement ("Easement") is made this 7th day of March, 2024, between LEE COUNTY PORT AUTHORITY, a dependent political subdivision of Lee County, Florida, whose address is 11000 Terminal Access Road, Ste. 8671, Fort Myers, Florida 33913 ("Grantor") and FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is 15834 Winkler Road, Fort Myers, Florida 33908, and its licensees, agents, successors and assigns (collectively "Grantee").

The undersigned Grantor, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, grants and gives to Grantee a nonexclusive easement for the construction, operation and maintenance of underground electrical facilities to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, or change the size of and remove such facilities or any of them, within an area described on the attached Exhibit "A" as 0.70 Acres, more or less in width titled "Sketch and Description – 10" Wide Utility Easement" (the "Easement Area").

Together with the right to permit any other person, firm or corporation to install the electrical line within the Easement Area and to operate the same for delivery of electrical service; the right of ingress and egress to Grantor's property at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of electrical line service or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

Grantee may not create obstructions or conditions in the Easement Area that are or may become hazardous or dangerous to the air or ground-traveling public.

Provided such rights do not interfere with the rights granted herein to Grantee, Grantor specifically reserves the rights to use the Easement Area for the maintenance, construction, repair, or replacement of other public utility or drainage facilities located within or adjacent to the Easement Area, including the right to construct or maintain facilities that longitudinally and laterally traverse the Easement Area and are found necessary and appropriate by Grantor, or its designee, to provide continued and sufficient utility and drainage capability.

Grantor further reserves unto itself, its successors and assigns, for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Easement Area together with the right to cause in said airspace such noise as be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

This Easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused the foregoing to be executed intending to be bound as of the date and year first above written.

ATTEST:
KEVIN C. KARNES,
Clerk of Circuit Court

BOARD OF PORT COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair/Vice-Chair

Approved as to Form for the Reliance of
Lee County Port Authority:

By: _____
Port Authority Attorney's Office