

Prepared by:

PowerSouth Energy Cooperative
P. O. Box 550
Andalusia, AL 36420

Parcel # 73

Highpoint-Gaskin 115kV Transmission Line

STATE OF FLORIDA

COUNTY OF BAY

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, **BAY COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter called "Grantor"), in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations, in hand paid by **POWERSOUTH ENERGY COOPERATIVE**, an Alabama cooperative corporation (hereinafter called "PowerSouth"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said PowerSouth, its successors and assigns, a perpetual easement in, on, along, over, through, across, or under the lands of the Grantor situated in the County of Bay, State of Florida, described as follows, to wit:

See Exhibit "A" attached hereto and hereby incorporated by reference

with the right to enter upon said land and to place, erect, construct, operate, repair, maintain, inspect, relocate, submerge, bury, upgrade, and replace thereon, and in, upon, across, and under all streets, roads, or highways abutting said lands, electric transmission and distribution lines and systems and communication lines and systems, with all necessary and usual fixtures, structures, attachments, appurtenances, and counterpoise grounding systems (collectively, the "Electrical Facilities"), in, on, over, under, upon and across the lands described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area"), together with the rights to repair, reconstruct, inspect, alter, improve, change the voltage, as well as the size of, and replace, remove or relocate such Electrical Facilities in, on, over, under, upon and across the Easement Area, with all rights necessary or convenient for the full enjoyment or use thereof for the above-mentioned purposes, including the right to construct, operate and maintain improved access, install pads, fill, culverts or other drainage facilities, lay temporary mats, and install gates to existing or future fences, all to facilitate ingress and egress for personnel, vehicles, materials, supplies, and equipment of PowerSouth, and its agents, successors and assigns; to cut, trim or keep clear all trees, undergrowth, woody material and other obstructions within the Easement Area that may interfere with the proper construction, operation and maintenance of said Electrical Facilities; and to cut down and remove from time to time all dead, weak, leaning, or dangerous trees from outside the Easement Area that are tall enough to strike the wires or structures in falling and to keep clear other obstructions that may injure or endanger said lines ("Danger Trees").

Provided that, no poles, or other surface structures shall be placed within an existing road or driveway, and that PowerSouth shall not prohibit vehicular access through, or otherwise enclose, the Easement Area;

Provided that, subject to PowerSouth's acquired easement rights herein, to the extent PowerSouth's use of the Easement Area results in damage to improvements within the Easement Area, PowerSouth will repair or replace such improvements with the same, like or better quality, at their original location to the extent practicable; and

Provided that, Grantor may continue to use the surface of the Easement Area for any lawful purposes that do not interfere with the rights acquired by PowerSouth herein. Without limiting the foregoing, Grantor and its successors or assigns in title, may, at their cost and expense: build private or public roads that cross the Easement Area; build parking lots over the Easement Area; erect fences and non-habitable improvements within the Easement Area that do not come within 25 feet of electric wires; install above and below ground utilities that cross the Easement Area. Further, Grantor, its successors or assigns, may install and plant landscaping within the Easement Area that is not capable of growing to within 25 feet of the electric wires; provided, however, that PowerSouth shall have the right and power to remove any trees, plants, shrubbery and other landscaping from the Easement Area during the construction, inspection, repair, replacement, removal, maintenance or operation of the electric lines without liability to Grantor or any third party for damages and without any obligation to replant or restore such trees, plants, shrubbery and other landscaping.

PowerSouth herein is further granted the full right and authority to lease, sell, assign, transfer, and/or convey to any of its distribution members the easement rights and privileges hereby granted, in whole or in part.

TO HAVE AND TO HOLD THE SAME unto said PowerSouth, its successors and assigns, forever, together with all other rights and privileges necessary or convenient for the full enjoyment or use thereof.

It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

Grantor covenants with the PowerSouth, its successors and assigns, that it is lawfully seized in fee simple of the above-described lands; that they are free from all liens and encumbrances whatsoever, except ad valorem taxes not yet due.

IN WITNESS WHEREOF, the said **BAY COUNTY BOARD OF COUNTY COMMISSIONERS** has caused this instrument to be executed in its name by _____, its Chairman and its corporate seal to be affixed, on this the ____ day of _____, 2025.

Signed, sealed, and delivered in the presence of: **BAY COUNTY BOARD OF COUNTY COMMISSIONERS:**

Witness Signature
Print Name: _____

BY: _____

Its: Chairman

Witness Address

Witness Address

Witness Signature
Print Name: _____

Witness Address

Witness Address

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2025 by _____, the Chairman of **BAY COUNTY BOARD OF COUNTY COMMISSIONERS**, ☐ personally known to me to be the person who subscribed to the foregoing instrument or ☐ who has produced _____ as identification.

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

NOTARY PUBLIC

Print Name: _____
State of Florida at Large
Commission Number _____
My Commission Expires: _____

GRANTEE’S ADDRESS:
PowerSouth Energy Cooperative
P.O. Box 550
Andalusia, Alabama 36420-1299

EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 3 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA; ALSO BEING A PORTION OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 192, PAGE 37 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY AS FOLLOWS;

COMMENCING AT A CONCRETE MONUMENT #1718 MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 13 WEST, BAY COUNTY, FLORIDA (NORTHING = 452,620.54, EASTING = 1,650,600.22, STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH, ZONE, NAD83); THENCE PROCEED S01°08'46"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION ALSO BEING THE WEST LINE OF THE PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4197, PAGE 1562 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA FOR A DISTANCE OF 21.38 FEET TO THE POINT OF BEGINNING (NORTHING = 452,599.11, EASTING = 1,650,599.77 STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NAD83); THENCE CONTINUE S01°08'46"W ALONG SAID EAST LINE, A DISTANCE OF 75.00 FEET; THENCE DEPARTING SAID EAST LINE PROCEED THE FOLLOWING (11) COURSES: (1) N87°52'59"W, A DISTANCE OF 690.90 FEET; (2) N89°09'22"W, A DISTANCE OF 557.67 FEET; (3) N89°49'28"W, A DISTANCE OF 509.04 FEET; (4) N88°38'38"W, A DISTANCE OF 3201.97 FEET; (5) N42°44'52"W, A DISTANCE OF 32.05 FEET; (6) N87°52'03"W, A DISTANCE OF 37.54 FEET; (7) N02°07'57"E, A DISTANCE OF 37.70 FEET; (8) N42°44'52"W, A DISTANCE OF 177.29 FEET; (9) N89°49'00"W, A DISTANCE OF 30.60 FEET; (10) N00°31'54"W, A DISTANCE OF 1061.82 FEET; (11) N00°52'23"W, A DISTANCE OF 1411.56 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF JOHN PITTS ROAD (100' PUBLIC RIGHT-OF-WAY); THENCE PROCEED S89°31'47"E ALONG A PORTION OF SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 50.41 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE PROCEED THE FOLLOWING (7) COURSES: (1) S00°52'23"E, A DISTANCE OF 1410.53 FEET; (2) S00°31'54"E, A DISTANCE OF 972.56 FEET; (3) S42°44'52"E, A DISTANCE OF 283.99 FEET; (4) S88°38'38"E, A DISTANCE OF 3169.44 FEET; (5) S89°49'28"E, A DISTANCE OF 508.70 FEET; (6) S89°09'22"E, A DISTANCE OF 558.57 FEET; (7) S87°52'59"E, A DISTANCE OF 690.83 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 11.84 ACRES, MORE OR LESS.