

THIS INDENTURE made this 19th day of November A.D. 1926, between D. A. Dorsey and Rebecca Dorsey, his wife, of the County of Dade and State of Florida, party of the first part, and Florida Power & Light Company, a corporation existing under the laws of the State of Florida, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and the hereinafter mentioned covenants and agreements to be kept and performed by the party of the second part, have granted to the party of the second part, its successors and assigns, the right, privilege and easement to construct, operate and maintain a line of poles for the transmission of electricity, over, upon, and across the following described land situate and being in the County of Broward and State of Florida, to-wit:

A strip of land Thirty-five (35) Feet wide and running parallel North and South along the East boundary line of East Half ($E\frac{1}{2}$) of the North East Quarter ($NE\frac{1}{4}$) and the North East Quarter ($NE\frac{1}{4}$) of the South East Quarter ($SE\frac{1}{4}$) of Section Twenty Six (26), Township 51 South, Range 41 East. Said strip of land being Thirty-five feet wide and three quarters of a mile long, lying and being in Broward County, Fla.

Together with the right to patrol, inspect, alter, improve, repair, and relocate over the land above described, and to remove such lines, wires, poles, attachments, equipment and accessories, including the right to increase or decrease the number of wires, together with all the rights and privileges necessary or convenient for the full enjoyment or use for the purposes herein described, including the right to cut and keep clear all trees and undergrowth along said line that would interfere with the proper operation of said line for a width of fifty feet on each side thereof.

IT IS COVENANTED AND AGREED between the parties hereto that, this instrument will not be recorded in Broward County or any other county in the State of Florida, and in the event this instrument is recorded and thereby encumbers the above described property, the party of the second part hereby covenants and agrees to pay to the party of the first part immediately after the recordation the sum of Five Thousand Dollars (\$5,000.00) as agreed liquidated damages by them sustained.

That, the term "poles" herein referred to shall be strictly construed and shall not extend to and include towers and other devices generally used to support high-voltage electric lines. That, no wire charged with electricity, transformer, attachment, accessories, or appliance of any kind will be erected or permitted to remain nearer than twelve feet to the ground at any one point. That, in the event the above described property is subdivided and streets laid out, the party of the second part hereby covenants and agrees to remove and replace in the nearest convenient place, any poles or wires that would interfere with traffic over or upon said streets. That, the party of the second part will hold the party of the first part free from any expense or liability for damages to third persons by reason of the construction or operation of said electric line. That, in the event of the nonuse or misuse of this easement by the party of the second part for a continued period of six months next after the same shall appear to exist, or the neglect or failure to always keep and comply with the covenants and agreements herein contained, the rights and privileges to the second part hereby created shall cease and this instrument will, at the option of the party of the first part, become null and void and of no effect.

It is also agreed between the parties hereto that this easement is given subject to all mortgages and liens now existing against the above mentioned property.

IT IS MUTUALLY AGREED by and between the parties hereto that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Witnesses:

(SEAL)

(SEAL)

x *J. W. Smalley*
x *J. H. Brown*

FLORIDA POWER & LIGHT COMPANY, Inc.

By *J. L. Nadman* (SEAL)
Right of Way Agent