

West Star Development, Inc. Item# 128  
Ross Prairie to Shaw Line Easements  
Project #: F21004201  
Property ID: 1200493 Land Unit: 2840221, 1206939



Prepared By:  
Manny R. Vilaret, Esquire  
Vilaret Law, PLLC  
10901 Danka Circle, Suite C  
Saint Petersburg, Florida 33716

**Corrected BK 8544 Pgs 0981-0984**

### **EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, the undersigned, successors, and assigns WEST STAR DEVELOPMENT, INC., a Florida corporation, 3019 SW 27th Ave., Ste 102, Ocala, FL 34471-1827 (GRANTOR herein), in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, grant and convey to **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY** (GRANTEE herein), Post Office Box 14042, St. Petersburg, Florida 33733, its successors, assigns, lessees, licensees, transferees, permittees, and apportionees, the right, privilege and easement to construct, remove, reconstruct, operate, and maintain in perpetuity overhead and/or underground electric transmission and distribution lines, communication systems and related facilities for providing electric energy services, and communications services (including services to telecommunication providers and other customers) and the transmission of any and all present or future form of communication by any present or future means or method (including, with respect to all grants herein, supporting structures, communication and other wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith) all of which may be installed or constructed over, under, upon, across, through and within the following described lands in MARION County, Florida, and referred to hereinafter as the Easement Area to wit:

**See Exhibit "A", attached hereto, incorporated herein, and by this reference made a part hereof.**

Tax Parcel Number: **35011-004-00**

Together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and supporting structures (including poles) and related facilities, including the right to increase or decrease the number and type of supporting structures (including poles), wires and voltage, adjust the centerline within the Easement Area and to build, maintain and protect such roadways as may reasonably be required for these purposes.

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines, communication systems and related facilities, including (i) the right to trim, cut, remove, and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in GRANTEE's sole discretion, any tree standing outside the Easement Area which if felled, or upon falling, could fall within five (5) feet of any conductor or other facility included within said Easement Area, and further including (ii) the reasonable right to enter upon adjoining lands of the GRANTOR by such route or routes, including private roads and ways then existing thereon, on foot or by conveyance, with materials, supplies, and equipment as may be desirable for the purpose of exercising all rights herein granted and further including (iii) the right to install gates a minimum of sixteen (16) feet in width if GRANTOR has installed a fence within or across the Easement Area, along with GRANTEE's lock linked with GRANTOR's lock and further including (iv) the right to relocate any listed or protected plant or animal species found within the Easement Area to another location within the Easement Area. As a result of said relocations, GRANTEE hereby agrees to restore the Easement Area to as near as practicable to the original condition.

GRANTOR covenants and agrees that no trees, buildings, structures, ponds, or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered more than two (2) feet.

GRANTOR shall have all other rights in and to said Easement Area not inconsistent with (i) GRANTEE's right to the safe and efficient operation and maintenance of said electric transmission and distribution lines, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) GRANTEE'S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local laws, rules, or regulations; including, but not limited to, the right to

Return to: Duke Energy  
Attn: Land Services - Florida  
3300 Exchange Place, NP04  
Lake Mary, FL 32746

A handwritten signature in black ink, appearing to be 'M. Vilaret', located at the bottom right of the page.

utilize said Easement Area for (a) ingress and egress, (b) general farming, (c) construction, maintenance and travel over roads and streets across the Easement Area.

PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right other than ingress and egress, GRANTOR covenants and agrees to obtain from GRANTEE (800) 700-8744, [www.prgnprojectsolutions.com](http://www.prgnprojectsolutions.com), or P.O. Box 14042, St. Petersburg, Florida 33733, Attention: Asset Protection Right-of-Way Specialist) a prior written determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines and communications systems or with any of the foregoing guidelines or laws.

GRANTOR warrants and covenants that they have the right to convey to GRANTEE this easement, and that GRANTEE shall have quiet and peaceful possession, use and enjoyment of same.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hand and seal this 19th day of FEBRUARY, 2025.

**WITNESSES:**

[Signature]  
Signature of First Witness

Sarah Colasimo

Print or Type Name of First Witness

Address: 3019 SW 27th Ave Ste 102 Ocala, FL

[Signature]  
Signature of Second Witness

Sandra Lee Smith

Print or Type Name of Second Witness

Address: 3019 SW 27th Ave, Ste 102, Ocala, FL

(Names and addresses (street number, street, city, state and zip code) must be typed or printed clearly under each signature)

**GRANTOR:**

[Signature]  
Signature of Grantor

West Star Development, Inc.

Duly Authorized:

Its: CEO

BEN G. MCLAUCHLIN

BEN G MCLAUCHLIN

Print or Type Name of Grantor

**Grantor's mailing address:**

3019 SW 27th Ave., Ste 102

Ocala, FL 34471-1827

State of FLORIDA )

) ss

County of MARION )

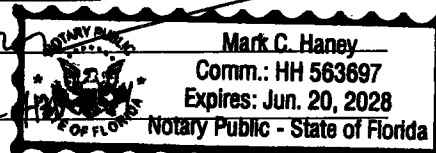
The foregoing Easement was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of FEBRUARY, 2025, by BEN G. MCLAUCHLIN who is/are personally known to me or who has/have produced (A.A.) M 242067520460 as identification.

NOTARY SEAL

[Signature]  
Notary Public

Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_



## Legal Description:

Parcel #35011-004-00

A portion of a parcel recorded in Official Records Book 6543, Page 1355, public records of Marion County, Florida, lying in Section 24, Township 16 South, Range 20 East, being described as follows:

Commence at the southeast corner of Section 24, Township 16 South, Range 20 East; thence North 00°16'18" East, along the east line of said Section 24, a distance of 1162.99 feet to the east right-of-way line of State Road 200, as recorded in Florida Department of Transportation Right-of-Way Map Section 36100-2522; thence along said east right-of-way line the following three (3) courses: (1) North 47°57'49" West, a distance of 400.81 feet; (2) North 42°02'13" East, a distance of 174.04 feet; (3) North 47°45'54" West, a distance of 288.08 feet to the south line of an existing Florida Power Corporation easement recorded in Official Records Book 1407, Page 1321, public records of Marion County, Florida; thence South 42°02'16" West, along said south easement line, a distance of 805.42 feet to the north line of said parcel recorded in Official Records Book 6543, Page 1355 and the Point of Beginning; thence South 51°24'11" East, along said north parcel line, a distance of 13.69 feet; thence South 41°58'15" West, a distance of 273.48 feet; thence South 42°03'28" West, a distance of 6.49 feet to the south line of said parcel; thence North 51°24'11" West, along said south parcel line, a distance of 14.00 feet to the south line of said existing Florida Power Corporation easement recorded in Official Records Book 1407, Page 1321; thence North 42°02'16" East, along said south easement line, a distance of 279.99 feet to the Point of Beginning.

Contains 0.09 acre (3,871 Square Feet)

## Surveyor's Notes:

1. North and the bearings shown hereon are referenced to the East line of Section 24, Township 16 South, Range 20 East as being North 00°16'18" East.
2. All measurements shown hereon are in U.S. Survey Feet.
3. An abstract of title was not performed by or furnished to Pickett and Associates, LLC. Any easements or encumbrances that may appear as a result of said abstract are not warranted by this sketch.
4. Legal description was prepared by Pickett and Associates, LLC per client request and is based on deeds of record and a field survey to locate the controlling corners needed to establish the parcels, right-of-way and easement shown in the legal description and sketch hereon.
5. This sketch meets the applicable "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in rule 5J17.051-.053, Florida Administrative Code. Not valid without the original signature and the raised seal or the electronic signature and computer generated seal of a Florida Licensed Surveyor and Mapper.
6. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.



Digitally signed by Gregory A Prather

Date: 2024.11.12 16:05:25 -05'00'

Gregory A. Prather, P.S.M. Florida Registration No. P.S.M. 5135  
PICKETT AND ASSOCIATES, LLC Florida Registration No. LB 364

DATE

128-SD01-RPS-10252024.DWG



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(863) 533-9095  
www.pickettusa.com

REVISIONS

CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

WEST STAR  
DEVELOPMENT, INC.

NEW ROSS PRAIRIE TO SHAW  
TRANSMISSION LINE



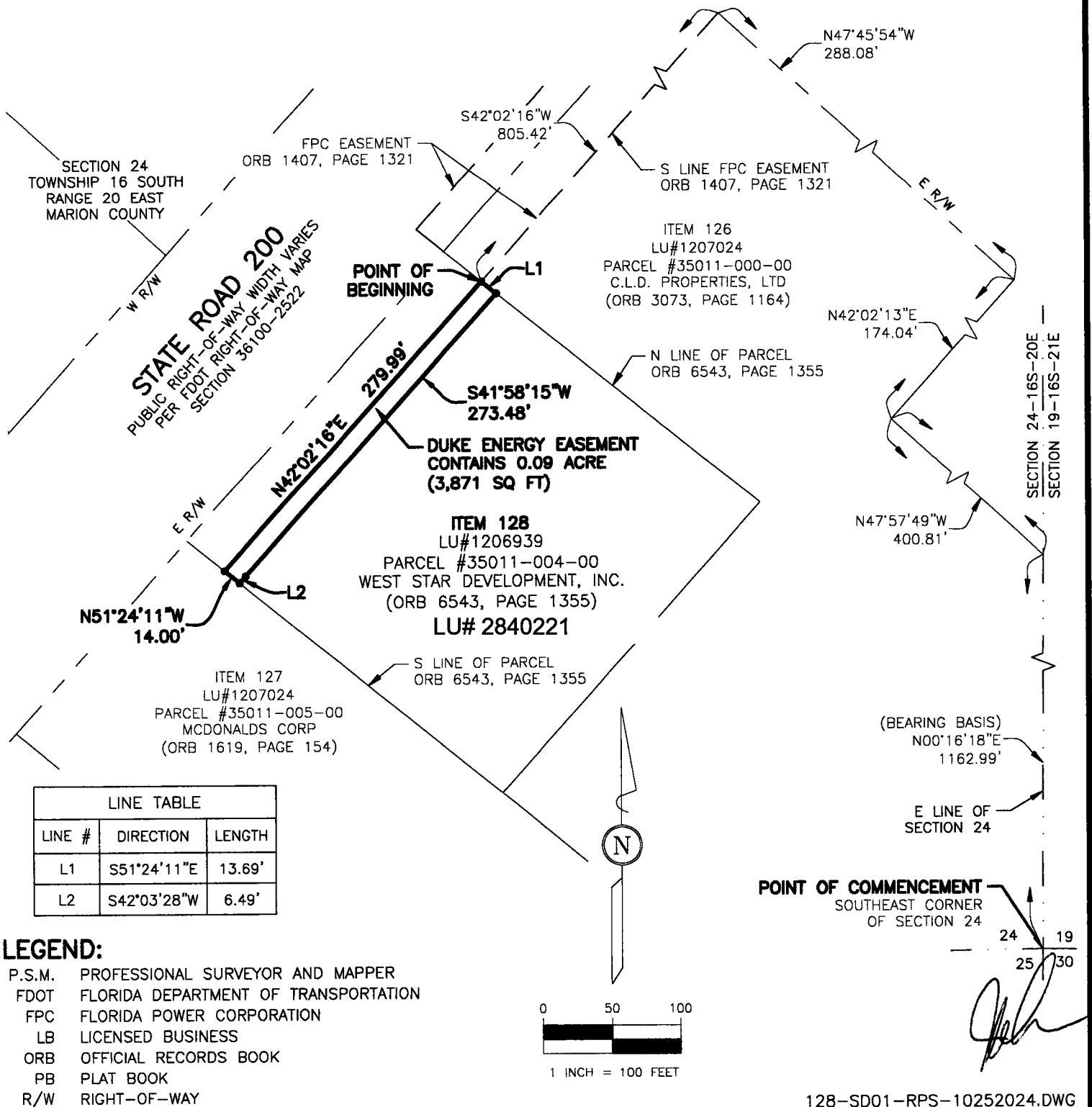
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550 S. TRYON STREET  
CHARLOTTE, N.C. 28202  
TELEPHONE NO. (704)382-2361

VENDOR PROJECT No.	24-DEF-2774
VENDOR DRAWING No.	SD 7198

DRAWN	CHECK	SCALE: N/A
JJC	MSS	DATE: 10/25/24

WO: 47186816	SHEET 1 OF 2
SITE: LU:	



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REVISIONS			
VENDOR PROJECT No.	24-DEF-2774	DRAWN	CHECK
VENDOR DRAWING No.	SD 7198	JJC	MSS

SCALE: 1"=100'	WO: 47186816	SHEET 2 OF 2
DATE: 10/25/24	SITE:	LU: