

Marion County, a Body Politic of the State of Florida, Item 87
Ross Prairie to Shaw Line Easements
Project #: F21004201
Property ID: 1200493
Land Unit: 1207012



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

SUPPLEMENTAL EASEMENT

This Supplemental Easement entered into this ____ day of _____, A.D., 2025 by **MARION COUNTY, a Political Subdivision of the State of Florida**, the undersigned, their heirs, successors and assigns, hereinafter referred to as GRANTOR, and **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY**, sometimes hereinafter referred to as GRANTEE, Post Office Box 14042, St. Petersburg, Florida 33733,

WITNESSETH:

WHEREAS, pursuant to that certain instrument dated the 18th day of October, 1932, and recorded on the 22nd day of July, 1946 in Deed Book 264, at Page 309, of the Public Records of Marion County, Florida (the "Original Easement"), **DUKE ENERGY FLORIDA, LLC, d/b/a DUKE ENERGY**, as successor in title to FLORIDA POWER CORPORATION, was granted an easement for the transmission and distribution of electricity across certain property described therein, which property includes the lands in MARION COUNTY, FLORIDA, identified by Tax Parcel Number 35300-028-00, and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Easement Area"); and

WHEREAS, the GRANTOR now owns and has title to the Easement Area; and

WHEREAS, the GRANTEE is in the process of rebuilding the transmission line and wishes to modify the existing transmission system and the GRANTOR is willing to grant such rights.

NOW, THEREFORE, the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to GRANTEE and to its successors, lessees, transferees, permittees, apportionees, and assigns, the supplemental right, privilege and easement to construct, reconstruct, operate and maintain one or more overhead and/or underground electric transmission lines, distribution lines, and 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 forms of communication by any present or future means or method (including, with respect to all grants herein, supporting structures, communication and other wires, motor operated switch pole(s) enclosed by fencing and gates, above ground cabinets, underground conduits, antenna poles, distribution structures, 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 GRANTEE's existing Easement Area traversing property now owned by GRANTOR.

Together with the right to patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines and related facilities, including the right to increase or decrease the number and type of supporting structures, wires, and voltage, adjust the centerline within the Easement Area, and to build, maintain and protect such roadways as may be reasonably 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 lines, distribution lines and communication systems and related facilities, including 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

Return to: Duke Energy
Attn: Data and Document Management
3300 Exchange Place, NP4A
Lake Mary, FL 32746

including the reasonable right to enter upon the adjoining lands owned by GRANTOR for the purpose of exercising the rights herein granted and further including 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.

GRANTOR covenants and agrees that no trees, buildings, structures or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered more than two (2') feet. GRANTEE herein approves all existing drainage retention areas, driveways, sidewalks, lighting structures, signage, fencing, parking lots, and flagpoles constructed within the Easement Area in their current locations as depicted within Exhibit "B", attached hereto and incorporated herein by this reference. These existing improvements shall be permitted to remain as constructed so long as the improvements are not increased in height or expanded upon within the Easement Area. Any modification, alteration, or replacement of these existing improvements, regardless of whether it increases height or expands the footprint within the Easement Area, shall be subject to the prior written review and approval of Duke Energy, which approval shall not be unreasonably withheld, conditioned or delayed

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 as agreed to by GRANTOR, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) any federal, state, or local laws, rules, or regulations; including, but not limited to, the right to 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, and (d) drainage retention 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, 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. GRANTEE's prior written determination shall not be unreasonably withheld, conditioned, or delayed.

PROVIDED FURTHER, that notwithstanding anything to the contrary set forth in this Supplemental Easement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the Supplemental Easement, including attorney's fees and costs (and costs and fees on appeal, as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Supplemental Easement by such Party, its officers, board members, agents, representatives or employees. Notwithstanding anything to the contrary set forth in the Supplemental Easement, GRANTOR's obligation to indemnify GRANTEE, if any, for any reason or purpose, whether sounding in contract, tort, or otherwise, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2025). This Section shall survive the termination of the Agreement. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require GRANTOR to indemnify or insure GRANTEE for GRANTEE's negligence.

PROVIDED, ALWAYS, NEVERTHELESS, that nothing herein contained shall in any way or manner impair, alter, or diminish the grant, vesting, purpose, effect, encumbrance or provision of the easement(s) cited hereinbefore.

GRANTOR warrants and covenants that they have the right to convey to GRANTEE this Supplemental Easement, and that GRANTEE, its successors and assigns, 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 heirs, successors, lessees and assigns of the respective parties hereto.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the said GRANTOR has caused this supplemental easement to be signed in its name by its proper representatives and attested this day.

ATTEST:

GRANTOR:

MARION COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA BY ITS BOARD
OF COUNTY COMMISSIONERS

GREGORY C. HARRELL,
CLERK OF THE COURT

BY: KATHY BRYANT, CHAIRMAN

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



COUNTY ATTORNEY

EXHIBIT "A"

THIS IS NOT A SURVEY

ITEM 87

Legal Description:

Parcel #35300-028-00

A portion of a parcel recorded in Official Records Book 1333, Page 1501, public records of Marion County, Florida, lying in Section 26, Township 16 South, Range 20 East, being described as follows:

Commence at the southeast corner of said Section 26; thence North 00°05'33" East along the east line of said Section 26, a distance of 1618.85 feet to the Point of Beginning; thence South 41°53'42" West, a distance of 21.33 feet; thence South 41°59'37" West, a distance of 366.00 feet; thence South 42°00'49" West, a distance of 21.05 feet to the south line of the parcel recorded in Official Records Book 1333, Page 1501; thence South 89°44'47" West, along said south parcel line, a distance of 77.60 feet to the east right-of-way line of State Road 200, per the Florida Department of Transportation Right of Way Map Section 36100-2522; thence North 42°02'18" East, along said east right-of-way line, a distance of 524.09 feet; thence South 00°05'33" West, a distance of 85.36 feet to the Point of Beginning.

Contains 0.61 acre (26,691 Square Feet)

Surveyor's Notes:

1. North and the bearings shown hereon are referenced to the east line Section 26, Township 16 South, Range 20 East as being North 00°05'33" 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 16:02:53 -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

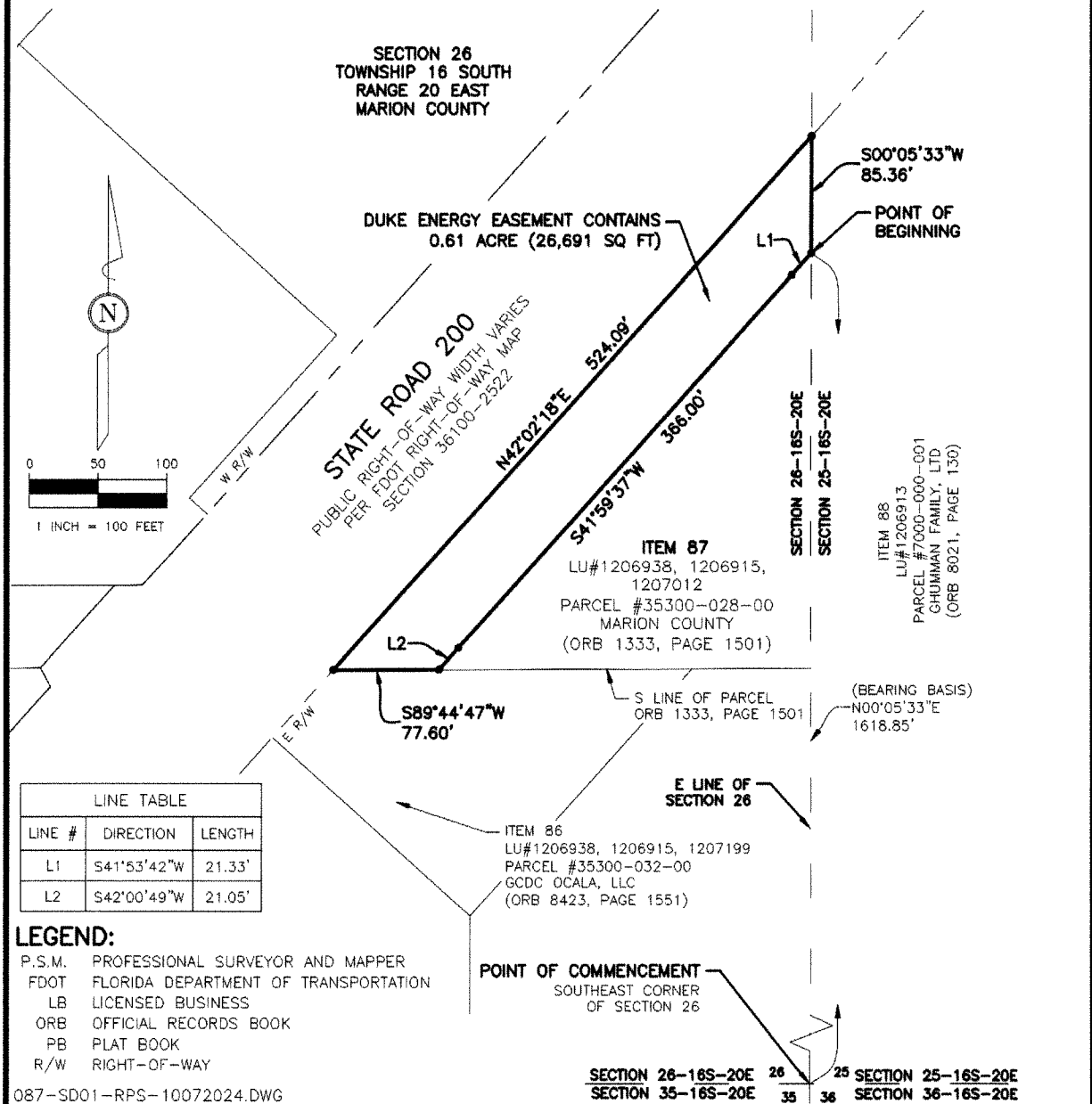
087-SD01-RPS-10072024.DWG

 3710 AIRPORT COMMERCE DR. STE. 10 LAKELAND, FLORIDA 33811 L.B. NUMBER 364 (863) 533-9095 www.pickettusa.com		CERTIFIED TO: DUKE ENERGY FLORIDA, LLC		 550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2361	
		DESCRIPTION SKETCH			
REVISIONS		MARION COUNTY			
		NEW ROSS PRAIRIE TO SHAW TRANSMISSION LINE			
VENDOR PROJECT No.	24-DEF-2774	DRAWN	CHECK	SCALE: N/A	WO: 47186816
VENDOR DRAWING No.	SD 7196	BMW	MSS	DATE: 10/07/24	SITE: LU: SHEET 1 OF 2

EXHIBIT "A"

THIS IS NOT A SURVEY

ITEM 87



 PICKETT SURVEYING • ENGINEERING 3710 AIRPORT COMMERCE DR. STE. 10 LAKELAND, FLORIDA 33811 L.B. NUMBER 364 (863) 533-9095 www.pickettusa.com		CERTIFIED TO: DUKE ENERGY FLORIDA, LLC DESCRIPTION SKETCH MARION COUNTY NEW ROSS PRAIRIE TO SHAW TRANSMISSION LINE		 DUKE ENERGY 550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2361	
REVISIONS		DRAWN: BMW CHECK: MSS		WO: 47186816 SITE: LU:	
VENDOR PROJECT No. 24-DEF-2774 VENDOR DRAWING No. SD 7196		SCALE: 1"=100' DATE: 10/07/24		SHEET 2 OF 2	

EXHIBIT "B"

The existing improvements include a drainage retention area, driveway, sidewalks, lighting structures, signage, fencing, parking lots, and a flagpole constructed within the Easement Area as depicted herein.

