

Marion County, a Body Politic of the State of Florida, Item 83  
Ross Prairie to Shaw Line Easements  
Project #: F21004201  
Property ID: 1200493  
Land Unit: 1206938 1206915



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 \_\_\_\_\_, 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 18<sup>th</sup> day of November, 1924, and unrecorded in the Public Records of Marion County, Florida, and attached hereto and incorporated herein by this reference (the "Original Easement"), **DUKE ENERGY FLORIDA, LLC, d/b/a DUKE ENERGY**, as successor in title to Florida Power Company, was granted an easement from Maude A. Horne, Guardian of W. Norman Horne, for the transmission and distribution of electricity across certain property described therein, which property includes the lands in MARION County, Florida, as 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 One Dollar (\$1.00) 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 form 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 (not to exceed 230kV), 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.

GRANTOR covenants and agrees that no trees or buildings will be located or constructed within the Easement Area. GRANTEE herein approves all existing roadways, access driveways, and outdoor signs presently constructed within the Easement Area. These 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.

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](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. 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 (2023). 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 TO BE 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

## Legal Description:

Parcel #N/A

A portion of the right-of-way dedicated on the plat of Complex Two Hundred, recorded in Plat Book X, Page 53, public records of Marion County, Florida, lying in Section 26, Township 16 South, Range 20 East, described as follows:

Commence at the southeast corner of Section 26, Township 16 South, Range 20 East; thence North 00°05'33" East, along the east line of said Section 26, a distance of 213.40 feet to the north line of the parcel recorded in Official Records Book 8137, Page 1175, public records of Marion County, Florida; thence North 50°27'27" West, along said north parcel line, a distance of 947.44 feet to the Point of Beginning; thence continue North 50°27'27" West, along said north parcel line, a distance of 49.99 feet to the east right-of-way line of State Road 200 as shown on Florida Department of Transportation Right-of-Way Map Section 36100-2522; thence North 42°02'16" East, along said east right-of-way line, a distance of 267.01 feet to the south line of the parcel recorded in Official Records Book 7811, Page 1721, public records of Marion County, Florida; thence South 44°50'29" East, along said south parcel line, a distance of 50.00 feet; thence South 42°02'08" West, a distance of 78.25 feet to the beginning of a curve concave southeasterly having a radius of 25.00 feet; thence southwesterly along said curve to the left through a central angle of 46°03'14", an arc distance of 20.09 feet (Chord Bearing = South 19°00'31" West, Chord Distance = 19.56 feet); thence South 42°01'36" West, a distance of 73.99 feet to a point on a non-tangent curve concave southeasterly having a radius of 25.00 feet; thence southwesterly along said curve to the left through a central angle of 46°05'27", an arc distance of 20.11 feet (Chord Bearing = South 65°04'52" West, Chord Distance = 19.57 feet); thence South 42°02'08" West, a distance of 75.86 feet to the Point of Beginning.

Contains 0.32 acre (13,863 Square Feet)

## Surveyor's Notes:

1. North and the bearings shown hereon are referenced to the East line of Section 26, Township 16 East, Range 20 South 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 6J-17.051-.063, 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: 2025.02.21 15:24:05 -05'00'

Gregory A. Prather, P.S.M. Florida Registration No. P.S.M. 5135 DATE  
PICKETT AND ASSOCIATES, LLC Florida Registration No. LB 384

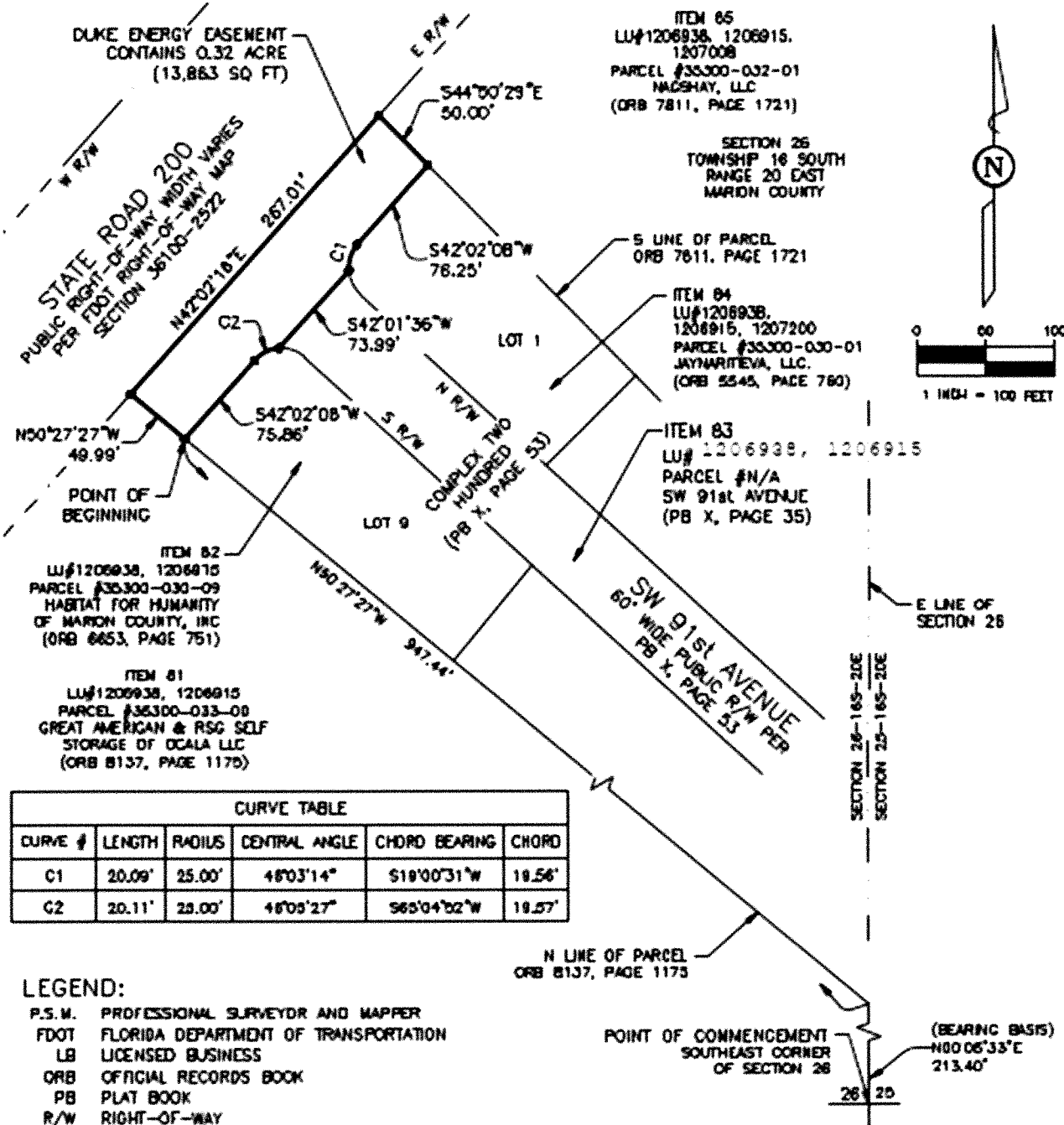
083-SD01-RPS-02142025.0WG

 3710 AIRPORT COMMERCE DR., STE. 10 LAKELAND, FLORIDA 33811 L.B. NUMBER 384 (883) 333-9099 www.pickettusa.com		CERTIFIED TO: DUKE ENERGY FLORIDA, LLC		 350 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2381
		DESCRIPTION SKETCH		
		SW 91st AVENUE		
		NEW ROSS PRAIRIE TO SHAW TRANSMISSION LINE		
REVISIONS				
VENDOR PROJECT No.	24-DEF-2774	DRAWN	CHECK	SCALE: N/A
VENDOR DRAWING No.	SD 7372	JWC	MSS	DATE: 02/12/25
		WO: 47186816		SHEET 1 OF 2
		SITE: 1200493		W:

EXHIBIT "A"

THIS IS NOT A SURVEY

ITEM 83



CURVE TABLE

CURVE TABLE					
CURVE #	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	20.09'	25.00'	48°03'14"	S19°00'31"W	19.56'
C2	20.11'	25.00'	48°09'27"	S65°04'02"W	19.57'

## LEGEND:

P.S.M. PROFESSIONAL SURVEYOR AND MAPPER  
 FDOT FLORIDA DEPARTMENT OF TRANSPORTATION  
 LB LICENSED BUSINESS  
 ORB OFFICIAL RECORDS BOOK  
 PB PLAT BOOK  
 R/W RIGHT-OF-WAY

083-S001-RPS-02142025.DWG



**PICKETT**  
 SURVEYORS • ENGINEERS

3710 AIRPORT COMMERCE DR., STE. 10  
 LAKELAND, FLORIDA 33811  
 L.B. NUMBER 384  
 (863) 633-9086  
 www.pickettusa.com

CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

SW 91st AVENUE

NEW ROSS PRAIRIE TO SHAW  
 TRANSMISSION LINE



**DUKE  
 ENERGY.**

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

REVISIONS

VENDOR PROJECT NO. 24-DEF-2774  
 VENDOR DRAWING NO. SD 7372

DRAWN JJC  
 CHECK MSS  
 SCALE: 1"=100'  
 DATE: 02/12/20

WD: 47186816

SITE: 1200493 LU:

SHEET 2 OF 2

## EXHIBIT "B"

SERIAL NO20.

\$1.00 Received of FLORIDA POWER COMPANY, a corporation One Dollars, in consideration of which we hereby grant unto said Corporation, its successors and assigns, the right, privilege and authority to construct, operate and maintain its transmission lines, wires, poles, towers and fixtures: also the right to trim, or to remove, any trees along said lines to the extent reasonably necessary to keep the wires cleared, and to maintain and operate its transmission

lines with safety: also to erect and set necessary guy and brace poles and anchors, and to attach thereto, and to trees, the necessary guy wires. This right is granted by the undersigned upon, over and across the property which -- we -- own, or in which we have any interest, and upon and along the roads, streets and highways adjoining the said property, in the County of Marion and State of Florida, said property being described as follows: SE $\frac{1}{4}$  of Section 26, N $\frac{1}{2}$  of S $\frac{1}{2}$  of Section 33 & N $\frac{1}{2}$  of S $\frac{1}{2}$  of Section 34, All in Township 16, Range 20 E., also NW $\frac{1}{4}$  of SE $\frac{1}{4}$  & NE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 4 & SW $\frac{1}{4}$  of NE $\frac{1}{4}$  & NW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 8 & SE $\frac{1}{4}$  of NE $\frac{1}{4}$  & NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 18, all in Tp. 16, R. 21 E.

The above sum being accepted by the undersigned in full payment for the rights hereby granted.

Witness our hands and seals, this the 18th day of Nov. A. D. 1924, at -----

Executed in our presence as witnesses:

F. R. Hocker  
M. J. Johnson

Maude A. Horne,  
Guardian (Seal)  
W. Norman Horne (Seal)

STATE OF FLORIDA, )  
MARION COUNTY )

On the 18th day of Nov. 1924, before me personally appeared the above named Maude A. Horne and W. Norman Horne to me well known as the individuals described in, and who executed, the foregoing instrument, and acknowledged that they executed the same for the uses and purposes therein expressed. Before me also personally appeared on said date, the said ----- to me well known as the wife of said -----, and as the individual described in and who executed, the said instrument, who, upon an examination by me separate and apart from her husband, acknowledged that she executed said instrument freely and voluntarily, and without fear, apprehension, compulsion or constraint of or from her said husband. Given under my hand and official seal the day and year aforesaid. My Commission expires Mar. 20, 1927

(Notary Seal)

Mabel Johnson  
Notary Public