

Item 218, Marion County and City of Ocala
Ross Prairie to Shaw Line Easements
Project #: F21004201
Property ID: 1200493 Land Unit: 2829490



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

AERIAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, its successors and assigns (GRANTOR herein), in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, 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), P.O. 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 electric transmission and distribution lines, communication systems and related facilities for providing electric energy services, and communications services (but only as used by GRANTEE in connection with the delivery of electric energy services) 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, communication and other wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith) all of which may be installed or constructed over and across 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: **2390+005-000**

Together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and related facilities, including the right to increase or decrease the number and type of wires and voltage (not to exceed 230kV) and to adjust the centerline of the wires within the Easement Area.

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. GRANTEE herein approves all existing Water Retention Areas presently constructed within the Easement Area. This improvement 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) 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 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 FURTHER, that notwithstanding anything to the contrary set forth in this Aerial 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 Aerial 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 Aerial Easement by such Party, its officers, board members, agents, representatives or employees. Notwithstanding anything to the contrary set forth in the Aerial 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, HOWEVER, that as a condition precedent to the exercise of any such right other than ingress and egress, GRANTOR, covenants and agrees to obtain 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.

GRANTOR warrants and covenants that it has 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.

[remainder of page intentionally left blank; signature pages to follow]

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hand and seal this 2 day of June, 2026.

GRANTOR:
CITY OF OCALA, a Florida Municipal Corporation, under the laws of the State of Florida

ATTEST:

Angel B. Jacobs
Angel B. Jacobs, City Clerk

Ire J. Bethea Sr.
Ire J. Bethea, Sr.
President, Ocala City Council

110 SE Watula Avenue, Ocala FL 34471
Address

William E. Sexton
William E. Sexton, City Attorney

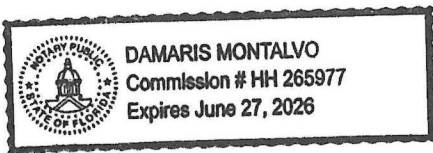
110 SE Watula Avenue, Ocala FL 34471
Address

City's mailing address:

110 SE Watula Avenue
Ocala FL 34471

State of Florida)
County of Marion) ss

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of June, 2026, by **Ire J. Bethea, Sr.** as **President of the Ocala City Council** of the **City of Ocala, Florida, a Florida municipal corporation**, on behalf of the City. He personally appeared before me at the time of notarization and is personally known to me.
NOTARY SEAL



Damaris Montalvo
Notary Public
Damaris Montalvo
Name typed, printed or stamped

My Commission Expires: June 27, 2026



ACCEPTED BY CITY COUNCIL
May 5, 2026
DATE

OFFICE OF THE CITY CLERK

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hand and seal this _____ day
of _____, 2026.

ATTEST:

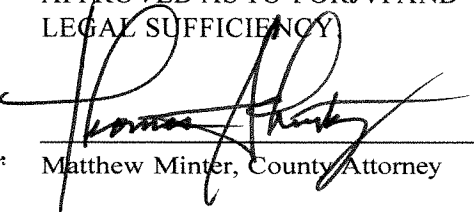
GRANTOR:

**Marion County, a Political Subdivision of the State
of Florida by its Board of County Commissioners**

Gregory C. Harrell, Clerk of the Court

BY: Carl Zalak, III, Chairman

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

For: 

Matthew Minter, County Attorney

Legal Description:

Parcel #2390+005-000

A portion of a parcel recorded in Official Records Book 5926, Page 1353, public records of Marion County, Florida, lying in Section 34, Township 15 South, Range 21 East, being described as follows:

Commence at the southeast corner of said Section 34; thence North 00°23'56" East, along the east line of said section, a distance of 2458.54 feet to the Point of Beginning and a point on a non-tangent curve concave southwesterly having a radius of 105.00 feet; thence northwesterly along said curve to the right through a central angle of 90°00'00", an arc distance of 164.93 feet (Chord Bearing = North 44°36'04" West, Chord Distance = 148.49 feet) to the south right-of-way of SW 43rd Street Road, per Plat Book 12, Page 76; thence South 89°36'04" East, a distance of 105.00 feet to the east line of said section; thence South 00°23'56" West along said section, a distance of 105.00 feet to the Point of Beginning.

Contains 0.20 acre (8,659 Square Feet)

Surveyor's Notes:



1. North and the bearings shown hereon are referenced to the East line of Section 34, Township 15 South, Range 21 East, public records of Marion County, Florida as being North 00°23'56" East.
2. All measurements shown hereon are in U.S. Survey Feet.
3. This sketch does not depict easements or encumbrances that may appear as a result of a title search.
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 5J-17.051-.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.

05/23/25

Gregory A. Prather, PSM Florida Registration No. PSM 5135
 PICKETT AND ASSOCIATES, LLC Florida Registration No. LB 364

DATE

218-SD04-RPS-05232025.DWG

 <p>PICKETT SURVEYING • ENGINEERING</p> <p>3710 AIRPORT COMMERCE DR. STE. 10 LAKELAND, FLORIDA 33811 L.B. NUMBER 364 (863) 533-9095 www.pickettusa.com</p>		CERTIFIED TO: DUKE ENERGY FLORIDA, LLC		 <p>DUKE ENERGY[®]</p> <p>550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2361</p>	
		DESCRIPTION SKETCH			
		CITY OF OCALA			
REVISIONS		2	01/08/25	TEDS	
		3	05/23/25	JJC	
VENDOR PROJECT No.		24-DEF-2774		DRAWN	CHECK
VENDOR DRAWING No.		SD 7057		JJC	DJE
		SCALE: N/A		WO: 47186816	
		DATE: 04/29/24		SITE: 1200493 LU: 2829490	
					SHEET 1 OF 2

SECTION 34
TOWNSHIP 15 SOUTH
RANGE 21 EAST
MARION COUNTY

ITEM 220
LU# 2829465
PARCEL #2390-003-000
BERKSHIRE OAKS OCALA, LLC
(ORB 8272, PAGE 250)

SW 43rd STREET ROAD

PUBLIC R/W (WIDTH VARIES)
PER PB 12 PAGE 76
& ORB 5394 PAGE 1224

SECTION 34-15S-21E
SECTION 35-15S-21E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	164.93'	105.00'	90°00'00"	N44°36'04"W	148.49'

S R/W
ITEM 218
LU# 2829490
PARCEL #2390+005-000
CITY OF OCALA
(ORB 5926, PAGE 1353)

S LINE OF TRACT "E"
(PB T, PAGE 11)

DUKE ENERGY EASEMENT
CONTAINS 0.20 ACRE
(8,659 SQ FT)

EXECUTIVE PARK
PB T, PAGE 11

LOT 9

ITEM 217
LU# 2829486
PARCEL #2390-009-000
INDUSTRIAL TECHNOLOGIES &
SERVICES AMERICAS INC
(ORB 8475, PAGE 279)

POINT OF COMMENCEMENT
SOUTHWEST CORNER
OF SECTION 35

S89°36'04"E
105.00'

N LINE OF PARCEL
ORB 8382, PAGE 1746

S00°23'56"W
105.00'

E LINE OF PARCEL
ORB 8382, PAGE 1746

POINT OF BEGINNING

E LINE OF SECTION 34

(BEARING BASIS)
N00°23'56"E
2458.54'

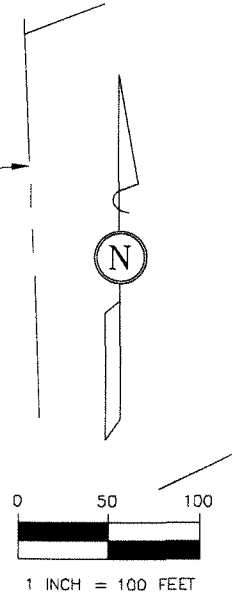
N00°23'56"E
(BEARING BASIS)
2458.54'

16' WIDE UTILITY EASEMENT
(PB T, PAGE 11)

ITEM 214
LU# 2829457
PARCEL #23951-001-00
GH LAND TRUST
(ORB 6599, PAGE 0344)

INTERSTATE 75
STATE ROAD 93
300' WIDE PUBLIC R/W
PER FDOT R/W MAP F.A. PROJECT
NO. 1-75-2 (25) 83

SECTION 35
TOWNSHIP 15 SOUTH
RANGE 21 EAST
MARION COUNTY



LEGEND:

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

218-SD04-RPS-05232025.DWG



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

CITY OF OCALA

NEW ROSS PRAIRIE TO SHAW
TRANSMISSION LINE



DUKE ENERGY[®]

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

REVISIONS			
2	01/08/25	TEDS	
3	05/23/25	JJC	

VENDOR PROJECT No.	24-DEF-2774
VENDOR DRAWING No.	SD 7057

DRAWN	CHECK	SCALE: 1"=100'
JJC	DJE	DATE: 04/29/24

WO: 47186816	SHEET 2 OF 2
SITE: 1200493 LU: 2829490	