

This instrument prepared by:

Project Name: SW 49th Ave and SW 66th St
PID #: 35364-000-00

SUBORDINATION AGREEMENT

This Agreement entered into this _____ day of _____, 2024, by and between Marion County, a political subdivision of the State of Florida, whose Address is: 601 SE 25th Ave, Ocala, FL 34471 (hereinafter "COUNTY") and **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company D/B/A **DUKE ENERGY**, as successor to, Florida Power Corporation, a Florida Corporation d/b/a Progress Energy Florida, Inc., and Florida Public Service Company, a Florida corporation, whose mailing address 3300 Exchange Place, Lake Mary, FL 32746, (hereinafter "UTILITY").

WITNESSETH

WHEREAS, the UTILITY presently has an interest in certain lands (hereinafter the "Lands") that have been determined necessary for road and drainage improvements to SW 66th Street @ SW 49th Ave Intersection, (hereinafter the "Project"); and

WHEREAS, the proposed use of these Lands for the Project will require the subordination of the interest claimed in such Lands by the UTILITY to the COUNTY; and

WHEREAS, at the request of the COUNTY, the UTILITY has agreed to subordinate its interest in such Lands as described in "**ATTACHMENT A**" attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, UTILITY and COUNTY agree as follows:

UTILITY hereby subordinates, to the interest of COUNTY, its successors or assigns, any and all of its interest in the Lands as follows, viz:

SEE ATTACHMENT "A"

Parcel Number	Encumbrance	Date	From	Book/Page
N/A	Easement	August 12, 1959	Heath	OR Book 18, Page 310

PROVIDED that the UTILITY has the following rights:

1. The UTILITY shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the established County right-of-way permitting process. Any new construction or relocation of facilities within the Lands described in attached "Attachment A" shall be subject to prior approval by the COUNTY. Should the COUNTY in its discretion unreasonably fail to approve any new construction or relocation of facilities by the UTILITY or require the UTILITY to alter, adjust, or relocate its facilities located within the Lands described herein, the COUNTY hereby agrees to pay the cost of such alteration, adjustment or relocation, including, but not limited to, the cost of acquiring appropriate replacement easement(s).
2. The UTILITY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in paragraph 1 above including the right to trim and remove where necessary

such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not in any way interfere with the operation and safety of the COUNTY's facilities.

3. Notwithstanding any subordination to the COUNTY for the Project, the UTILITY shall continue to possess all first in time easement rights as to all others except the COUNTY pursuant to that certain easement recorded at Official Records Book 18 Page 310 in the public records of Marion County, Florida, which shall remain in full force and effect, as to any third party other than the COUNTY.
4. The UTILITY agrees to repair any damage to COUNTY facilities resulting from the UTILITY's use of the Lands described in attached Attachment "A".
5. The COUNTY agrees to repair any damage to UTILITY facilities resulting from the COUNTY's use of the Lands described in attached Attachment "A".
6. This Agreement may be executed in original or electronic counterparts, each of which shall be deemed to be an original, and of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the COUNTY has caused these presents to be executed in its name through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____, 2024.

COUNTY:

Marion County, a political subdivision of the State of Florida

ATTEST: _____
Gregory C. Harrell,
Clerk of the Court

By: _____
Michelle Stone, Chair

This _____ day of _____, 2024.

For use and Reliance of Marion County only,
Approved as to Form and Legal Sufficiency:

For: _____
County Attorney

IN WITNESS WHEREOF, the UTILITY has caused these presents to be executed in its name by and through its authorized executive officer, on behalf of the Company, on the 21 day of August, 2024.

UTILITY:

Signed, sealed and delivered in the presence of:
(Signature of two witnesses required by Florida Law)

DUKE ENERGY FLORIDA, LLC, a Florida limited liability company D/B/A **DUKE ENERGY**

[Signature]
First Witness

By: Karen Adams

SARAH GARNER
Printed Name

Karen Adams, Manager, Land Services II
Printed Name, Title

6005 SAWGRASS POINT DR.
Address
PORT ORANGE, FL 32128

APPROVED
By Shantel W. Ocampo at 10:49 am, Aug 20, 2024

[Signature]
Second Witness

scott Garner
Printed Name

6005 Sawgrass Point Drive
Address Port Orange, FL 32128

STATE OF FLORIDA
COUNTY OF VALUSEA

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization, on this 21 day of August, 2024, by Karen Adams, as Manager of **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company D/B/A **DUKE ENERGY**, on behalf of the company. He/She is personally known to me or has produced as identification.

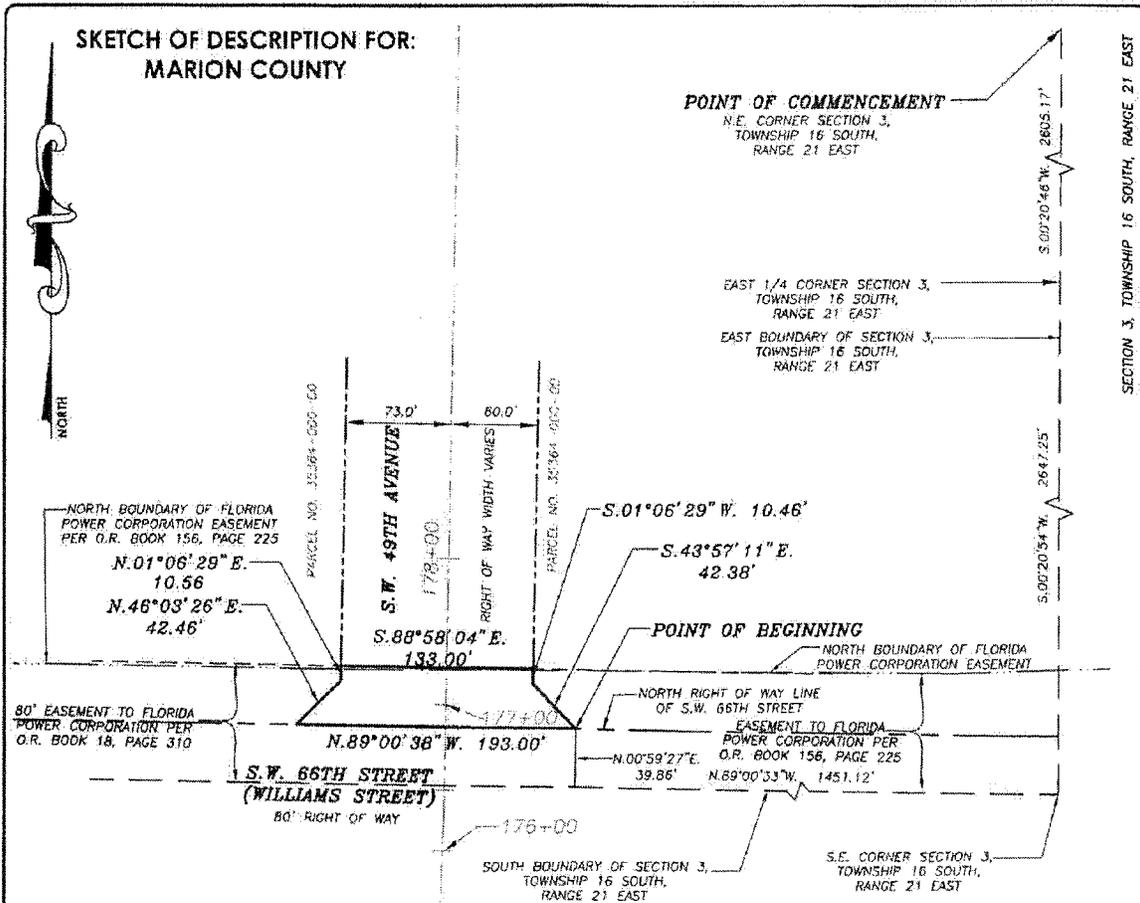
(SEAL)

[Signature]
Notary Public

 **SCOTT GARNER**
Notary Public
State of Florida
Comm# HH215016
Expires 1/10/2026

Scott Garner
Printed Name
HH215016 1/10/2026
Commission Number and Expiration Date

**SKETCH OF DESCRIPTION FOR:
MARION COUNTY**



DESCRIPTION: DUKE SUBORDINATION

A PORTION OF PARCEL NO: 35364-000-00, BEING A PORTION OF THE S.E. 1/4 OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.E. CORNER OF SAID SECTION 3; THENCE ALONG THE EAST BOUNDARY OF SAID SECTION 3, S.00°20'46\"/>

NOTES:

1. DATE OF SKETCH: JULY 17, 2024.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE BASED ON THE FLORIDA WEST GRID NAD-83 (1990 ADJUSTMENT), BETWEEN CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINTS 0012 & 0004, AS BEING S.77°45'47\"/>
- 5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED, HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

***NOTE* ~ THIS IS NOT A SURVEY!**

LEGEND UNLESS OTHERWISE NOTED

- ⊙ = CENTERLINE OF RIGHT OF WAY
- O.R. = OFFICIAL RECORDS OF MARION COUNTY
- C.B. = CHORD BEARING
- - - = BROKEN LINE; NOT DRAWN TO SCALE

7/17/2024
SIGNATURE DATE
TRAVIS@RMBARRINEAU.COM
TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

R.M. BARRINEAU AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Oakhurst Professional Park • 1308 S.E. 26th Loop • Suite 103 • Ocala, Florida 34471
PHONE (352) 622-3133 • FAX (352) 389-3771 • www.rmbarrineau.com
REGINALD M. BARRINEAU, P.S.M., FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LD 5081
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	K.L.J.	J.O.# 15056
REVISED:		DWG.# 15056 SKR2 TAKING
CHECKED:	T.P.B.	DUKE SUBORDINATION
APPROVED:	T.P.B.	SHEET 1 OF 1
SCALE: 1" = 100'		COPYRIGHT © JULY, 2024