



Structures: FO-316, DSNX-24, MS-264
Property #:
Land Unit #: 1709397

PARKING PERMIT

THIS PARKING PERMIT, made and entered into this 22nd day of September, 2022, (hereinafter "Effective Date") by and between DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY, (hereinafter "PERMITTOR" or "DUKE ENERGY"), whose mailing address is 3300 Exchange Place, Lake Mary, FL 32746, and CITY OF OCALA, whose mailing address is 3841 East Fort King Street, Ocala, FL 34470, (hereinafter "PERMITTEE"), WITNESSETH THAT;

PERMITTOR, 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, and the covenants herein contained, hereby grants to PERMITTEE, and, PERMITTEE, hereby accepts from PERMITTOR, the limited privilege to occupy and utilize the Permit Area for the sole purpose of parking ("Permitted Use"); together with such other limited privilege as may be reasonably necessary or convenient for the enjoyment of the Permit Area for the Permitted Use, subject to the following exceptions and reservations and upon the terms and conditions and for the purposes in this instrument set out, the following property located in Marion County, Florida, (hereinafter referred to as the "Permit Area,") to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCLUDED HEREIN.

PROPERTY ID: 2751-001-000

1. **Term.** Subject to the other provisions hereof, this permit shall be effective as to the dates listed below.

October 8-9, 2022
December 3-4, 2022
January 28, 2023
February 25, 2023
October 14-15, 2023
December 2-3, 2023
January 27, 2024
February 24, 2024
October 12-13, 2024
December 7-8, 2024

2. **Indemnification and Hold Harmless.** PERMITTEE hereby expressly understands, covenants, and agrees (a) that nothing contained in this Parking Permit or contemplated is intended to or shall increase PERMITTOR's liability for personal injury or death or for any property damage, (b) that PERMITTOR does not assume any such additional liability, (c) that liability arising out of the utilization and occupancy of the Permit Area by PERMITTEE and PERMITTEE's employees, agents, contractors, invitees or any representative, is hereby assumed by PERMITTEE and shall be at the sole and exclusive risk of PERMITTEE, (d) that PERMITTEE shall answer and satisfy to PERMITTOR's satisfaction any and all complaints relative to PERMITTEE's utilization of the Permit Area (e) that PERMITTEE shall protect, defend, hold harmless and indemnify PERMITTOR, its officers, directors, employees, representatives, contractors and agents from and against any and all actions, claims, damages and/or loss, including, but not limited to actions or claims from PERMITTEE's employees, agents, contractors, invitees or any representative, and including, but not limited to, claims for remediation, damages or fines from governmental entities, which may be assessed now or in the future, together with any costs, attorneys' fees, occasioned by or growing out of any actual or claimed usage or condition of the Permit Area arising in any manner whatsoever, directly or indirectly, by reason of this Permit Agreement or PERMITTEE's utilization hereof, and (f) that PERMITTEE covenants not to interfere with PERMITTOR's existing and future high voltage electric transmission lines and related facilities in any manner whatsoever and shall fully indemnify PERMITTOR from any and all losses as in Section "(e)" above resulting from such interference. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28.
3. **Restoration.** PERMITTEE shall restore the entire disturbed area within the Permit Area at its sole cost and expense, including (if any) PERMITTOR's patrol road. Any disturbed area shall be restored by PERMITTEE to a condition at least as good as that which existed prior to the effective date of this Parking Permit.

4. **Compliance with NESC and OSHA.** PERMITTEE's operations, activities and equipment used within the Permit Area beneath or in proximity to any of PERMITTOR's electrical facilities shall, at all times, be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC) and the Occupational Safety and Health Act of 1971 (OSHA) and OSHA Crane Construction Standards For Power Line Safety, Sections 1926.1408 & .1409. PERMITTEE is further notified and hereby agrees to so notify any of PERMITTEE's employees, agents, contractors, representatives or other persons engaging in PERMITTEE's activities upon said Permit Area with PERMITTEE's knowledge and under PERMITTEE's supervision or control, that extreme caution is necessary around all of PERMITTOR's electrical facilities, supporting structures, anchor guys or related appurtenances, and in the event of any damages or injury, PERMITTEE shall immediately report the nature and extent thereof to PERMITTOR's nearest local office.
5. **Insurance.** PERMITTEE is a self-insured entity pursuant to City Council Resolution 92-84 up to the limits of liability set forth in Florida Statute s.768.28. The self-insurance program includes Worker's Compensation, General, and Automotive liability coverage for all liabilities or damages which the PERMITTEE is found legally liable. This self-insurance program is administered through the HR and Risk Management Office.
6. **No Perpetual Rights.** It is expressly stipulated by the said PERMITTOR and PERMITTEE that the privileges provided herein shall create no perpetual rights but only determinable privileges depending solely on the terms and conditions in this Parking Permit and at no time shall this Parking Permit be construed as a Permit coupled with an interest.
7. **PERMITTOR Accessway and Temporary Barriers.** PERMITTEE shall maintain a free and easily passable thirty-foot (30') wide access-way along the entire length of the Permit Area around all transmission structures at all times for use by PERMITTOR for emergency access, normal maintenance and patrol purposes. Furthermore, temporary barriers shall be placed a minimum of ten feet (10') around all sides of transmission structures to prevent vehicle contact during parking events.
8. **Assumption of Risk.** PERMITTEE acknowledges that its use of the Permit Area shall be at PERMITTEE's sole risk and expense. Except as otherwise provided herein, PERMITTOR shall in no way be liable to PERMITTEE or any third party for any costs, expenses, losses, damages, or liabilities incurred by PERMITTEE or any third party in its use of the Permit Area. Each party agrees to defend, indemnify and hold harmless the other, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its own negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from its negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of PERMITTEE's sovereign immunity or the provisions of section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions or negligence of the other party.
9. **Exclusivity.** This permit is exclusive to PERMITTEE, its employees, agents, and contractors and is non-transferable.
10. **Counterparts.** This Permit may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

PERMITTOR:

DUKE ENERGY FLORIDA, LLC,
D/B/A DUKE ENERGY



Karen Adams
Manager, Land Services II

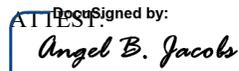
APPROVED
By Chris King at 3:42 pm, Sep 21, 2022

PERMITTEE:

CITY OF OCALA

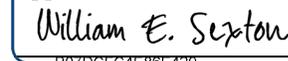
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5677F71E38874F4...
Ken Whitehead
Assistant City Manager

DocuSigned by:
ATTEST:


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Angel B. Jacobs, City Clerk

Approved as to form and legality:



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William E. Sexton
City Attorney

EXHIBIT "A"

