

Item 222, City of Ocala
Ross Prairie to Shaw Line Easements
Project #: F21004201
Property ID: 1200493 Land Unit: 2829493



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

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, the undersigned, successors, and assigns (GRANTOR herein), in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, 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), Post Office 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 and/or underground 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, supporting structures, communication and other wires, 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 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: **23951-002-00**

Together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and supporting structures (including poles) and related facilities, including the right to increase or decrease the number and type of supporting structures (including poles), wires and voltage (not to exceed 230kV), adjust the centerline within the Easement Area and to build, maintain and protect such roadways as may reasonably be 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 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. However, reserving until GRANTOR the right to install and maintain low growing shrubbery and trees that do not exceed a maximum height of fifteen (15) feet within the Southern ten (10) feet of 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.

PROVIDED FURTHER, that notwithstanding anything to the contrary set forth in this 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 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 Easement by such Party, its officers, board members, agents, representatives or employees. Notwithstanding anything to the contrary set forth in the 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 they have 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 page to follow]

Legal Description:

Parcel #23951-002-00

A portion of a parcel recorded in Official Records Book 6218, Page 1003, public records of Marion County, Florida, lying in Section 35, Township 15 South, Range 21 East, being described as follows:

Commence at the northwest corner of said Section 35; thence South 00°23'33" West, along the west line of said Section 35, a distance of 1355.65 feet; thence South 89°36'14" East, a distance of 923.23 feet to the east line of said parcel; thence South 00°24'16" West, along the east line of said parcel, a distance of 600.04 feet to the south line of said parcel; thence North 89°38'04" West, along the south line of said parcel, a distance of 215.65 feet to the Point of Beginning; thence continue North 89°38'04" West, along the south line of said parcel, a distance of 384.35 feet to the east right-of-way line of State Road 93, as shown on Florida Department of Transportation Right-of-Way Map Section 1-75-2 (25) 83 and a point on a curve concave westerly having a radius of 22768.30 feet; thence northerly along said curve to the left through a central angle of 00°15'06", an arc distance of 100.01 feet (Chord Bearing = North 00°26'32" West, Chord Distance = 100.01 feet); thence South 89°38'04" East, a distance of 385.76 feet; thence South 00°21'56" West, a distance of 100.00 feet to the Point of Beginning.

Contains 0.88 acre (38,509 Square Feet)

Surveyor's Notes:



1. North and the bearings shown hereon are referenced to the west line of Section 35, Township 15 South, Range 21 East, as being South 00°23'33" 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.

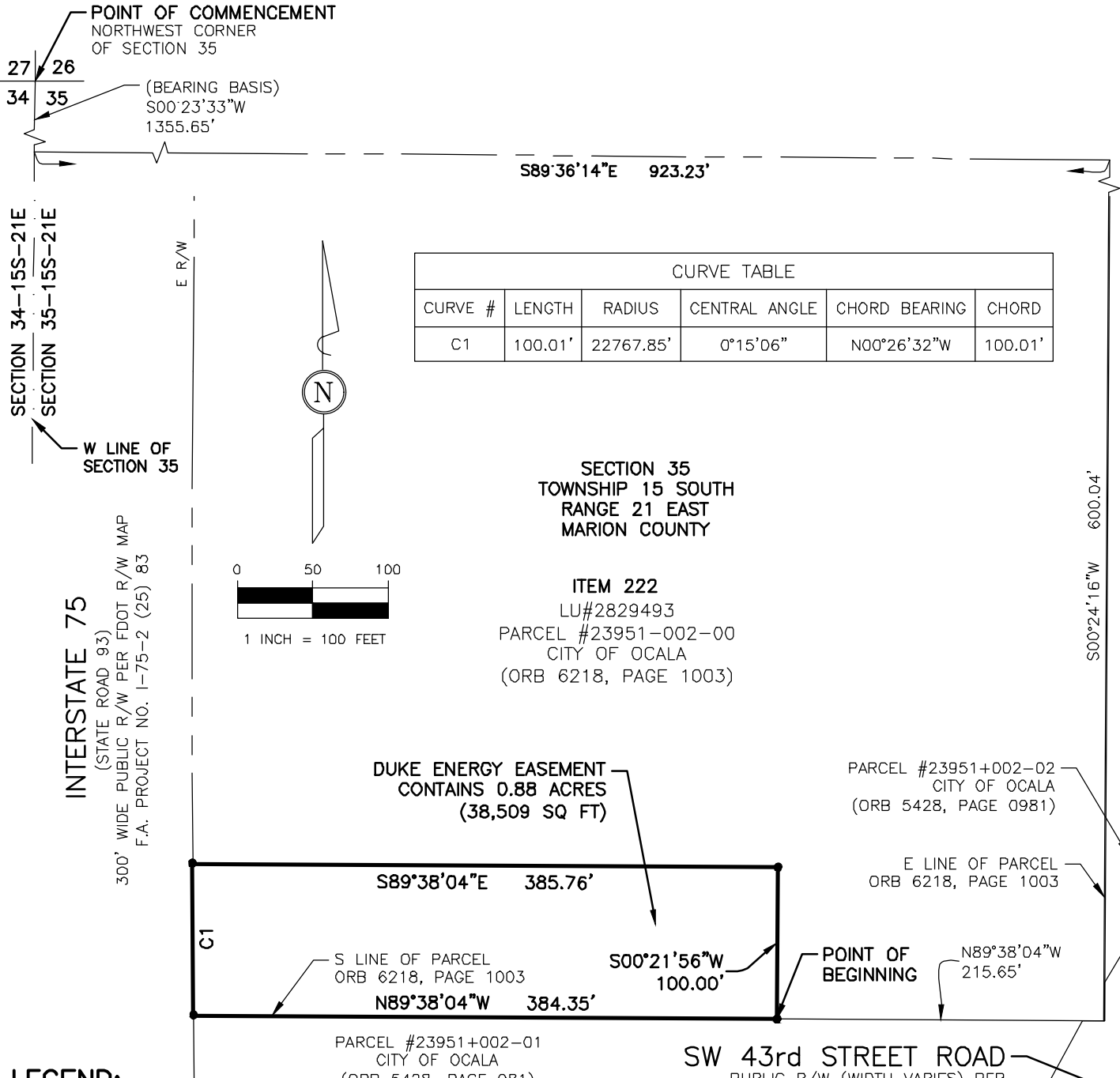
03/28/25

Gregory A. Prather, P.S.M. Florida Registration No. P.S.M. 5135
 PICKETT AND ASSOCIATES, LLC Florida Registration No. LB 364

DATE

222-SD03-RPS-03282025.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 DESCRIPTION SKETCH CITY OF OCALA NEW ROSS PRAIRIE TO SHAW TRANSMISSION LINE		 <p>DUKE ENERGY®</p> <p>550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2361</p>					
	REVISIONS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">1</td> <td style="width: 15%;">01/14/25</td> <td style="width: 10%;">JJC</td> </tr> <tr> <td style="text-align: center;">2</td> <td>03/28/25</td> <td>TEDS</td> </tr> </table>		1	01/14/25	JJC	2	03/28/25
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2	03/28/25	TEDS						
VENDOR PROJECT No.	24-DEF-2774	DRAWN	CHECK	SCALE: N/A	WO: 47186816			
VENDOR DRAWING No.	SD 7227	JJC	MSS	DATE: 10/08/24	SITE: 1200493	LU: 2829493		
SHEET 1 OF 2								



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

222-SD03-RPS-03282025.DWG

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CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

CITY OF OCALA

NEW ROSS PRAIRIE TO SHAW
TRANSMISSION LINE

VENDOR PROJECT No.	24-DEF-2774	DRAWN	JJC	CHECK	MSS	SCALE: 1"=100'	DATE: 10/08/24
VENDOR DRAWING No.	SD 7227						

DUKE ENERGY

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

WO: 47186816	SHEET 2 OF 2
SITE: 1200493	LU: 2829493