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Return to:
Duke Energy Florida, LLC, a Florida Limited
Liability Company d/b/a Duke Energy
Attn: Real Estate Document Center
3300 Exchange Place, NP1R
Lake Mary, FL 32746

SUBSTATION, TRANSMISSION LINES AND CONTROL HOUSE EASEMENT

KNOW ALL BY THESE PRESENTS, that **CITY OF OCALA**, a Florida corporation organized and existing under the laws of the State of Florida ("CITY OF OCALA"), whose address is 1805 NE 30th Avenue Building 700 Ocala, FL, for and in consideration of the sum of Ten and NO/00 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which (CITY OF OCALA) acknowledges, does hereby grant, sell and convey to **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, d/b/a Duke Energy ("Duke Energy"), whose address is Post Office Box 14042, St. Petersburg, Florida 33733, the right, privilege, authority, permission and easement, upon the terms and conditions herein specified, for Duke Energy and its employees, agents, successors, lessees, licensees and assigns the perpetual right, privilege and easement, for Duke Energy and its employees, agents, successors, lessees, licensees and assigns, to access, occupy and utilize the following described lands in Marion County, Florida (the "Control House Easement"), to wit:

See **EXHIBIT "A"** attached hereto, incorporated herein,
and by this reference made a part hereof.

to construct, install, operate, utilize, patrol, inspect, maintain, alter, improve, repair, rebuild, relocate or remove Duke Energy's own relays, controls, batteries, communication system, DAQ RTU and related facilities, attachments and accessories desirable in connection therewith, all of which may be constructed and installed on, over, under, across, through and within the Control House Easement, to be used in connection with safe and efficient operation and maintenance of Duke Energy's substation facilities, 230 kV transmission lines, circuit breakers and associated equipment located at the **Shaw Substation**, and to construct, utilize, maintain, repair, rebuild, protect and remove an accessway for ingress and egress, whether on foot or by conveyance, of personnel, vehicles, machinery, tools, equipment, materials and supplies, as reasonably may be required for such purposes.

TOGETHER WITH the perpetual right, privilege and easement, upon the terms and conditions herein specified, for Duke Energy and its employees, agents, successors, lessees, licensees and assigns, to access, occupy and utilize following described lands in Marion County, Florida (the "Substation Parcel"), to wit:

See **EXHIBIT "A"** attached hereto, incorporated herein,
and by this reference made a part hereof.

to construct, install, operate, utilize, patrol, inspect, maintain, alter, improve, repair, rebuild, relocate or remove Duke Energy's electric substation and related facilities, including transformers, capacitor bank, supporting structures, poles, wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith, all of which may be constructed and installed on, over, under, across, through and within the Substation Parcel, for the transmission of electric energy, and the further right to ingress and egress, whether on foot or by conveyance, of personnel, vehicles, machinery, tools, equipment, materials and supplies, as reasonably may be required for such purposes.

TOGETHER WITH the perpetual right, privilege and easement, upon the terms and conditions herein specified, for Duke Energy and its employees, agents, successors, lessees, licensees and assigns, to access, occupy and utilize following described lands in Marion County, Florida (the "Power Transmission Line Parcel"), to wit:

See EXHIBIT "A" attached hereto, incorporated herein, and by this reference made a part hereof.

to construct, install, operate, utilize, patrol, inspect, maintain, alter, improve, repair, rebuild, relocate or remove Duke Energy's overhead electric transmission lines, communication systems (related solely for the purpose of providing electric energy services) and related facilities, including conductors, insulators, supporting structures, poles, switches, wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith, all of which may be constructed and installed on, over, under, across, through and within the Power Transmission Line Parcel, to be used in connection with safe and efficient operation and maintenance of Duke Energy's 230 kV transmission lines for the transmission of electric energy, by any present or future means or method, and the further right to increase or decrease the number and type of supporting structures (including poles), wires and voltage, and to construct, utilize, maintain, repair, rebuild, protect and remove an accessway for ingress and egress, whether on foot or by conveyance, of personnel, vehicles, machinery, tools, equipment, materials and supplies, as reasonably may be required for such purposes.

Duke Energy shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of its substation facilities, electric transmission lines and related facilities, control building, relays, controls, batteries, communication system, DAQ RTU and related facilities located within the Control House Easement, the Substation Parcel and the Power Transmission Line Parcel, including: (i) the right at any time and from time to time to trim, cut down, remove and keep clear trees, limbs and undergrowth within the Control House Easement, the Substation Parcel and the Power Transmission Line Parcel and, any dead, diseased, damaged or leaning tree, limb or any part thereof standing outside the Control House Easement, the Substation Parcel and the Power Transmission Line Parcel (known as a "danger tree") which may interfere with or endanger Duke Energy's facilities, or which protrudes or is likely to protrude into the Control House Easement, the Substation Parcel or the Power Transmission Line Parcel; (ii) the right to install Duke Energy's lock linked with City of Ocala's lock on a gate located at the end of the Power Transmission Line Parcel; and, (iii) the right to relocate any listed or protected plant or animal species found within the Control House Easement, the Substation Parcel or the Power Transmission Line Parcel to another location within the Control House Easement, the Substation

Parcel or the Power Transmission Line Parcel, as to which relocations Duke Energy agrees to restore the original condition as near as practicable.

Duke Energy shall obtain any and all required governmental permits, licenses and approvals, and shall comply with all applicable rules, regulations, laws, codes and ordinances of any governmental entity with jurisdiction over any or all activities Duke Energy shall perform within the Control House Easement, the Substation Parcel and the Power Transmission Line Parcel.

Duke Energy's right and privilege to use the Control House Easement, the Substation Parcel and the Power Transmission Line Parcel shall be in common with City of Ocala's use, and City of Ocala shall retain all rights in and to the Control House Easement, the Substation Parcel and the Power Transmission Line Parcel which are not inconsistent with: (i) Duke Energy's safe and efficient construction, access, operation and maintenance of Duke Energy's substation, transmission lines, control building, communication system and all related facilities, including clear, continuous access within the Control House Easement, the Substation Parcel and the Power Transmission Line Parcel, or (ii) any applicable federal, state or local laws, rules or regulations. City of Ocala's retained rights shall include, but not be limited to, the right to utilize the Control House Easement, the Substation Parcel and the Power Transmission Line Parcel for: (a) ingress and egress; and, (b) construction, maintenance and travel over any accessway across the Control House Easement, the Substation Parcel or the Power Transmission Line Parcel; PROVIDED, HOWEVER, that City of Ocala covenants and agrees that it will not locate, construct or install any trees, buildings, structures, ponds or obstacles within the Control House Easement, the Substation Parcel and the Power Transmission Line Parcel, nor alter the ground elevation within the Control House Easement, the Substation Parcel and the Power Transmission Line Parcel more than two (2') feet, and FURTHER PROVIDED that, as a condition precedent to the exercise of any such right other than ingress and egress, City of Ocala covenants and agrees to obtain from the Duke Energy Wholesale Point of Delivery Manager a prior determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of Duke Energy's facilities or with any of the foregoing or laws.

All activities performed by Duke Energy, its agents or contractors, within the Control House Easement, the Substation Parcel and the Power Transmission Line Parcel shall be Duke Energy's own independent activity undertaken for Duke Energy's sole benefit, at its sole cost and expense. Nothing herein contained, and no conduct by or on behalf of City of Ocala or Duke Energy shall be construed or implied to create between them any relationship of owner and contractor, principal and agent, employer and employee, partners or joint venturers.

Except in cases of emergency, Duke Energy shall provide prior notice to City of Ocala of the dates and times Duke Energy desires to enter City of Ocala's (Substation Name) Substation. A City of Ocala representative may remain on site at all times during performance of Duke Energy's activities within City of Ocala's Substation. City of Ocala shall accommodate all of Duke Energy's reasonable requests for access to City of Ocala's Shaw Substation, and a City of Ocala representative shall be readily available to meet with Duke Energy on request. Duke Energy shall coordinate any required power outages with City of Ocala prior to requesting City of Ocala to de-energize any facilities.

Duke Energy shall furnish and maintain all necessary safety equipment to provide adequate protection of persons and property accessing the Control House Easement, the Substation Parcel and the Power Transmission Line Parcel on behalf of Duke Energy.

Duke Energy shall not permit any liens to be placed on City of Ocala's property as a result of Duke Energy's use or occupancy of the Control House Easement, the Substation Parcel or the Power Transmission Line Parcel, and if any such liens are placed on City of Ocala's property, Duke Energy will take immediate action to promptly remove such liens by payment or bonding.

Except for losses caused by the sole negligence, gross negligence or intentional misconduct of City of Ocala or City of Ocala's agents or contractors, Duke Energy waives all rights of recourse against City of Ocala and City of Ocala's affiliated and associated companies for death, personal injury and property damage, including any right to which another may be subrogated.

With respect to activities undertaken by or on behalf of Duke Energy within the Control House Easement, the Substation Parcel and the Power Transmission Line Parcel, Duke Energy assumes responsibility for and shall indemnify and hold harmless City of Ocala and all subsidiaries and affiliates thereof, and each of their respective agents, contractors, lessees, licensees, invitees (express or implied), successors and assigns, from any and all claims, liabilities, obligations, damages, demands, losses, causes of action, costs or expenses, including reasonable attorney's fees, for death or injury to any person, or destruction of any property resulting from any negligent or intentional acts of Duke Energy or its agents or contractors, and from any violation of any applicable federal or state orders, rules or regulations of any government entity or agency by Duke Energy or its agents or contractors; PROVIDED, HOWEVER, in no event shall Duke Energy be liable to City of Ocala, or any subsidiaries and affiliates thereof, or any of their respective agents, contractors, lessees, licensees, invitees (express or implied), successors and assigns, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract or tort (including, but not limited to, negligence or strict liability), or any other legal theory, unless such damages are solely and directly caused by the gross negligence or willful misconduct of Duke Energy or its agents or contractors.

Duke Energy shall maintain such insurance coverage for all activities undertaken by or on behalf of Duke Energy within the Control House Easement, the Substation Parcel and the Power Transmission Line Parcel, in forms and amounts as Duke Energy deems will adequately protect it, and as required by applicable state and federal law. All such insurance policies shall: (a) include City of Ocala and all subsidiaries and affiliates thereof, and each of their respective agents, contractors, licensees, invitees (express or implied), successors and assigns, as additional insureds with respect to Duke Energy's liability arising from use or occupancy of the Control House Easement, the Substation Parcel and the Power Transmission Line Parcel, or the exercise of any right under this Easement; and, (b) provide City of Ocala with thirty (30) days prior written notice of cancellation or any material adverse change in conditions. Upon request, Duke Energy shall provide City of Ocala with Certificates of Insurance evidencing that the coverages that are in full force and effect. Any contractors performing activities within the Control House Easement, the Substation Parcel and the Power Transmission Line Parcel on Duke Energy's behalf shall be required to carry adequate insurance coverage consistent with the foregoing requirements. Duke Energy may self-insure, provided all insurance mechanisms intended to protect City of Ocala and

its affiliated and associated companies, including additional insured status, waiver of subrogation and waiver of rights of recovery, remain enforceable and available for City of Ocala 's benefit, and if self-insured, Duke Energy shall provide City of Ocala a certificate of self-insurance evidencing appropriate coverages and limits. Duke Energy shall bear all responsibility to assure that all amounts of self-insured retentions and deductibles are maintained.

City of Ocala shall retain the right to access, operate, maintain, alter, improve, repair and rebuild all of its existing 69kv electric transmission lines, poles, and related facilities, including all underbuilt 12kV electric distribution lines, poles and related facilities, located within the Power Transmission Line Parcel. This reservation by the City of Ocala also includes the right for the City of Ocala to construct additional future 69kv electric transmission line and 12kV electric distribution line facilities within the Power Transmission Line Parcel. Furthermore the City of Ocala shall be required to first submit its proposed design for any such altered or additional new 69kv electric transmission or 12kV electric distribution facilities within the Transmission Line Parcel to Duke Energy for advance review and approval by Duke Energy, which shall not be unreasonably withheld or conditioned.

City of Ocala warrants and covenants that it has the lawful right and authority to convey these easements to Duke Energy, and that Duke Energy shall have quiet and peaceful possession, use and enjoyment of the Control House Easement, the Substation Parcel and the Power Transmission Line Parcel according to the terms herein set forth.

All covenants, terms, provisions and conditions herein contained shall inure and extend to, and be obligatory upon, the respective successors, lessees, licensees and assigns of City of Ocala and Duke Energy.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, City of Ocala has caused this Easement to be executed in its name, by and through its duly authorized representatives, effective as of the date first above written.

Witnesses (2):

City of Ocala

/s/ _____

Print Name: _____

Address: _____

/s/ _____

Print Name: _____

Address: _____

By: _____

Name: _____

Title: _____

Acknowledgement

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____, 2025, by _____, as _____ of the City of Ocala, a Florida corporation organized and existing under the laws of the State of Florida, and on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida

/s/ _____

Name: _____

Serial Number: _____

My Commission Expires: _____

SHAW SUBSTATION

