

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) entered into this ___ day of _____, 2025, by and between DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY, (“Duke Energy”) and the HERNANDO COUNTY, FLORIDA (the “County”), (hereinafter individually, a “Party,” or collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, the County is the fee simple owner of that certain property located in Brooksville, Florida, currently as recreational park property defined as Hernando County Parcel ID: R22-421-20-0000-0010-0010 (the “Subject Property”); and

WHEREAS, Duke Energy wishes to construct certain passive and underground improvements within the Subject Property as further shown, indicated, and described on **Exhibit A** (the Easement Area); and

WHEREAS, the Parties have entered into this MOU for the purpose of establishing ground restoration conditions for the installation of a new underground distribution line with above ground junction boxes to connect with an existing substation that is located close to the Subject Property.

NOW, THEREFORE, for and in consideration of the benefits herein provided the Parties agree as follows:

1. Duke Energy shall pay \$100,000.00 to County for restoration purposes associated with Duke Energy’s construction activities in the Easement Area and any parts of the Subject Property that are affected by Duke Energy.
2. Duke Energy agrees to indemnify and hold harmless the County and its employees and officials from and against any and all claims, damages, losses and expenses, including reasonable attorney’s fees, arising out of or resulting from Duke Energy’s and its contractors use of the Easement Area including, but not limited to, the construction, location, repair, replacement, and maintenance of any improvements installed within the Easement Area, except in any situation where such injury, loss or damage as shall have been caused by the negligent or intentional act of the County and its employees and officials.

Duke Energy will continue to work with the Community Services Department and Parks and Recreation to minimize impacts to the Subject Property and community members that utilize the horse and walking trails. The use of the Easement will not diminish the recreational opportunities of the Subject Property. The Easement will be passive operationally and will not diminish the use of the land as a public park.

3. The County shall retain the right to use the Easement Area in any manner provided such use is not inconsistent with the rights granted herein to Duke Energy for underground operating facilities.

4. This MOU constitutes the entire agreement between the parties with respect to the actions completed herein, and, except as set forth herein, it supersedes all prior understandings or agreements between the parties related to this Agreement. The provisions of Section 1 of the Memorandum of Understanding shall remain in full force and effect.
5. This MOU shall be binding on the parties hereto and their representative, successors, and assigns. Neither party shall assign this Agreement or the rights and obligations to any other party without the prior written consent of the other party hereto, which may not be unreasonably withheld.
6. This MOU shall be governed by and construed in accordance with the laws of Florida. Venue for any legal proceeding related to this MOU shall be Hernando County, Florida. This MOU may be executed in multiple counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same agreement.

[SIGNATURE PAGE(S) TO FOLLOW, REMAINDER OF PAGE LEFT BLANK
INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have executed this MOU by their respective authorized signors as of the day and year first written above.

Duke Energy:

DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY

By: Vanessa A Goff

Title: Director, Renewable Development

Printed Name: Vanessa Goff

Date: 2/24/2025

County:

HERNANDO COUNTY, FLORIDA

By: _____

Title: _____

Printed Name: _____

Date: _____

Attest:

Signature: _____

Title: _____

Printed Name: _____

Approved as to form
and legal sufficiency:

Melissa Tartaglia
County Attorney