

Hernando County, FL
Work Request #: 50741914
Address: 15150 Technology Dr.
Brooksville, FL 34604
STR:

EASEMENT

THIS EASEMENT ("Easement") from **HERNANDO COUNTY, a political subdivision of the State of Florida**, whose mailing address is 15470 Flight Path Drive, Brooksville, FL 34604 and **REGIONS TEN PROPERTIES, LLC, a Florida limited liability company**, whose address is 5791 Westshore Drive, New Port Richey, Florida 34652 ("GRANTOR," whether one or more) to **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company, d/b/a DUKE ENERGY**, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("GRANTEE");

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto GRANTEE, the perpetual right, privilege, and nonexclusive easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes over, under, upon, across, through and within the following described lands in Hernando County, Florida, and referred to hereinafter as the Easement Area to wit:

A ten (10) foot wide Easement Area lying five (5) feet on each side of GRANTEE's Facilities to be installed at mutually agreeable locations within the following described property to accommodate present and future development:

See EXHIBIT "A" attached hereto and incorporated herein by reference.

Tax Parcel Number: R23 223 18 1581 0000 001A

The rights herein granted to GRANTEE by GRANTOR specifically include the right: (a) for GRANTEE to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said Facilities; (b) for GRANTEE to increase or decrease the voltage and to change the quantity and type of Facilities; (c) ingress and egress over the Easement Area and over portions of GRANTOR's adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of GRANTEE, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for GRANTEE's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to GRANTEE shall not constitute a waiver or abandonment.

GRANTOR as owner of the fee to which this easement relates reserves the right to use and permit such uses that are not inconsistent with the purposes for which the easement is granted including compatible

uses by other utilities. Provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof. If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE's** facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. As an inducement to **GRANTOR** to grant this easement, the **GRANTEE** represents it is duly authorized by the Florida Public Service Commission as the exclusive electric energy service provider to the subject property. The rights and easement herein granted are non-exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

GRANTOR covenants not to interfere with **GRANTEE's** facilities within the Easement Area in **GRANTOR's** premises, and **GRANTOR** further covenants to indemnify and hold **GRANTEE** harmless from any and all damages and injuries, whether to persons or property, resulting from interference with **GRANTEE's** facilities by **GRANTOR** or by **GRANTOR's** agents or employees.

GRANTEE agrees to indemnify and hold **GRANTOR** harmless for, from and against any and all losses, claims or damages incurred by **GRANTOR** arising directly from **GRANTEE's** negligence or failure to exercise reasonable care in the construction, reconstruction, operation or maintenance of **GRANTEE's** facilities located on the above described easement.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (b) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this 26th day of March, 2024, and is effective as of the Effective Date herein.

ATTEST:

GRANTOR:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Hildi Kruppe, Deputy Clerk
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller
20 N. Main Street, Ste. 246
Brooksville, Florida 34601



Elizabeth Narverud, Vice Chairman
By: Elizabeth Narverud, Chairperson

Grantor(s) mailing address:
15470 Flight Path Drive
Brooksville, Florida 34604

Approved as to Form and Legal Sufficiency

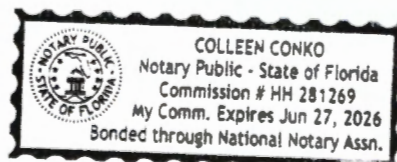
By: [Signature]
County Attorney's Office

State of Florida)
County of Hernando) ss

The foregoing Easement was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26th day of March, 2024, by Elizabeth Narverud, the Chairperson, of BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA, who is ☒ personally known to me or ☐ who has produced _____ as identification.

NOTARY SEAL

Colleen Conko
Notary Public Signature
Printed Name: Colleen Conko
Serial Number: HH 281269
My Commission Expires: 6-27-2026



IN WITNESS WHEREOF, this Easement has been executed by Grantee on this ____ day of _____, 2024, and is effective as of the Effective Date herein.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**GRANTEE:
DUKE ENERGY FLORIDA LLC**

Signature of First Witness

Printed Name

Print or Type Name of First Witness

Address: _____

Title

City, State Zip: _____

Date: _____

Grantor(s) mailing address:

Post Office Box 14042

St. Petersburg, Florida 33733

Signature of Second Witness

Print or Type Name of Second Witness

Address: _____

City, State Zip: _____

Date: _____

State of _____)
County of _____) ss

The foregoing Easement was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by _____, the _____ of **DUKE ENERGY FLORIDA LLC**, a Florida Limited Liability Company, on behalf of the limited liability company who ☐ is/are personally known to me or ☐ who has/have produced _____ as identification.

NOTARY SEAL

Notary Public Signature

Printed Name: _____

Serial Number: _____

My Commission Expires: _____

IN WITNESS WHEREOF, this Easement has been executed by Grantee on this ____ day of _____, 2024, and is effective as of the Effective Date herein.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Gina Grimmer
Signature of First Witness

Gina Grimmer
Print or Type Name of First Witness

Address: 15800 Flight Path Dr.

City, State Zip: Brooksville FL 34604

Date: 3-5-24

[Signature]
Signature of Second Witness

Madison Brannon
Print or Type Name of Second Witness

Address: 15800 Flight Path Dr

City, State Zip: Brooksville, FL, 34604

Date: 3/5/24

GRANTOR:

REGIONS TEN PROPERTIES, LLC,
a Florida limited liability company

CARL H. BOLTER
Printed Name

MANAGING PARTNER
Title

[Signature]

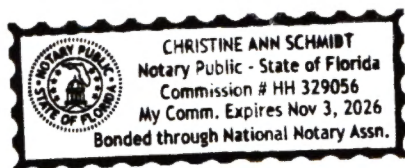
Grantor(s) mailing address:

5791 Westshore Drive
New Port Richey, Florida 33652

State of Florida
County of Herrando) ss

The foregoing Easement was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5 day of March, 2024, the Carl Bolter Managing Partner of REGIONS TEN PROPERTIES, LLC, a Florida limited liability company, on behalf of the limited liability company who ☐ is/are personally known to me or ☒ who has/have produced FL DL as identification.

NOTARY SEAL



Christine Schmidt
Notary Public Signature
Printed Name: Christine Schmidt
Serial Number: 329056
My Commission Expires: 11/3/26

Exhibit A

DESCRIPTION: (DERIVED FROM OFFICIAL RECORDS BOOK 1321, PAGE 678 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA).

A PARCEL OF LAND LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE S.00°17'53" W., ALONG THE WEST BOUNDARY OF SAID NORTHEAST 1/4, 2002.09 FEET TO THE POINT OF BEGINNING; THENCE S.89°42'07"E., 294.71 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 60.00 FEET, A DELTA OF 90°00'00", A CHORD BEARING OF S.44°42'07"E., AND A CHORD OF 84.85 FEET; THENCE ALONG THE ARC OF SAID CURVE, 94.25 FEET, THENCE S.00°17'53"W., 243.65 FEET; THENCE N.82°59'03"E., 216.20 FEET; THENCE N.89°19'52"W., 140.00 FEET TO THE WEST BOUNDARY OF SAID NORTHEAST 1/4; THENCE N.00°17'53"E., ALONG SAID BOUNDARY, 277.46 FEET TO THE POINT OF BEGINNING.