

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the 7th day of July, 2013, by and between Duke Energy Florida, Inc. d/b/a Duke Energy, a Florida corporation (hereinafter referred to as "Duke Energy") with corporate offices at 299 First Avenue North, Saint Petersburg, Florida 33701, and Hernando County, a political subdivision of the State of Florida (hereinafter referred to as the "Owner"), with an address at 20 North Main Street, Brooksville, Florida 34601. Duke Energy and Owner shall individually be referred to as the "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Owner owns a certain tract of land in Hernando County, Florida suitable for use as a temporary staging area for Duke Energy's disaster response contingency plans and activities, said tract of land being generally known as the Brooksville-Tampa Bay Regional Airport, and located at 15800 Flight Path Drive, Brooksville, Florida 34604 (hereinafter referred to as the "Property"); and,

WHEREAS, Duke Energy desires to utilize the Property as a temporary staging area for its disaster response contingency training, plans and activities (the "Use").

NOW THEREFORE, for and in consideration of the mutual promises made herein, the Parties agree as follows:

SECTION 1. SCOPE OF AGREEMENT

- A. Owner shall allow Duke Energy to utilize the Property for its Use.
- B. Owner hereby grants Duke Energy a license to enter the Property for its Use.

SECTION 2. TERM

The term of this Agreement shall commence on June 15, 2013, and shall continue until June 14, 2023.

SECTION 3. INDEMNIFICATION

Duke Energy hereby agrees to indemnify and hold harmless Owner from any and all liabilities, obligations, damages, demands, losses, causes of action, costs or expenses including reasonable attorney's fees for injury to or death of any person, and for damage to or destruction of any property to the extent resulting from the gross negligence, reckless, fraudulent, willful, wanton, or intentional acts of Duke Energy or any of Duke Energy's employees, agents, or subcontractors, or anyone for whose acts it may be liable.

SECTION 4. LIMITATION OF LIABILITY

At the end of Duke Energy's usage of the Property as a staging area, Duke Energy shall restore the Property as commercially practicable to the original condition of the Property. In no event shall Duke Energy, its parent corporation, officers, directors, employees, agents, and contractors or subcontractors be liable to Owner for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory arising out of Duke Energy's Use of the Property.

SECTION 5. TERMINATION

Notwithstanding anything set forth herein, either Party may terminate this Agreement by providing written notice to the other Party ninety (90) days prior to the desired termination date.

SECTION 6. GOVERNING LAW & VENUE

This Agreement and the rights and obligations of the Parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and Hernando County, Florida, shall be the venue in the event any litigation is filed to enforce or interpret any provision of this Agreement. The Parties hereby relinquish and voluntarily and knowingly waive their right to a trial by jury in any cause of action brought hereunder.

SECTION 7. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

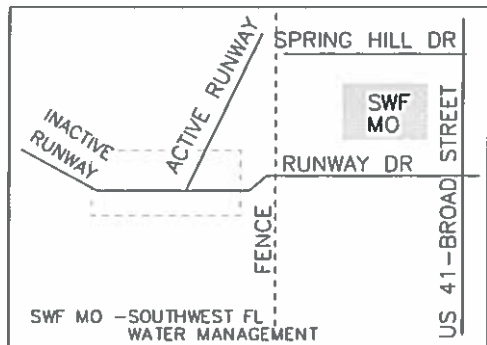
DUKE ENERGY FLORIDA, INC.

By: [Signature]
Title: SR ACCOUNT EXECUTIVE
Date: 7-23-13

HERNANDO COUNTY

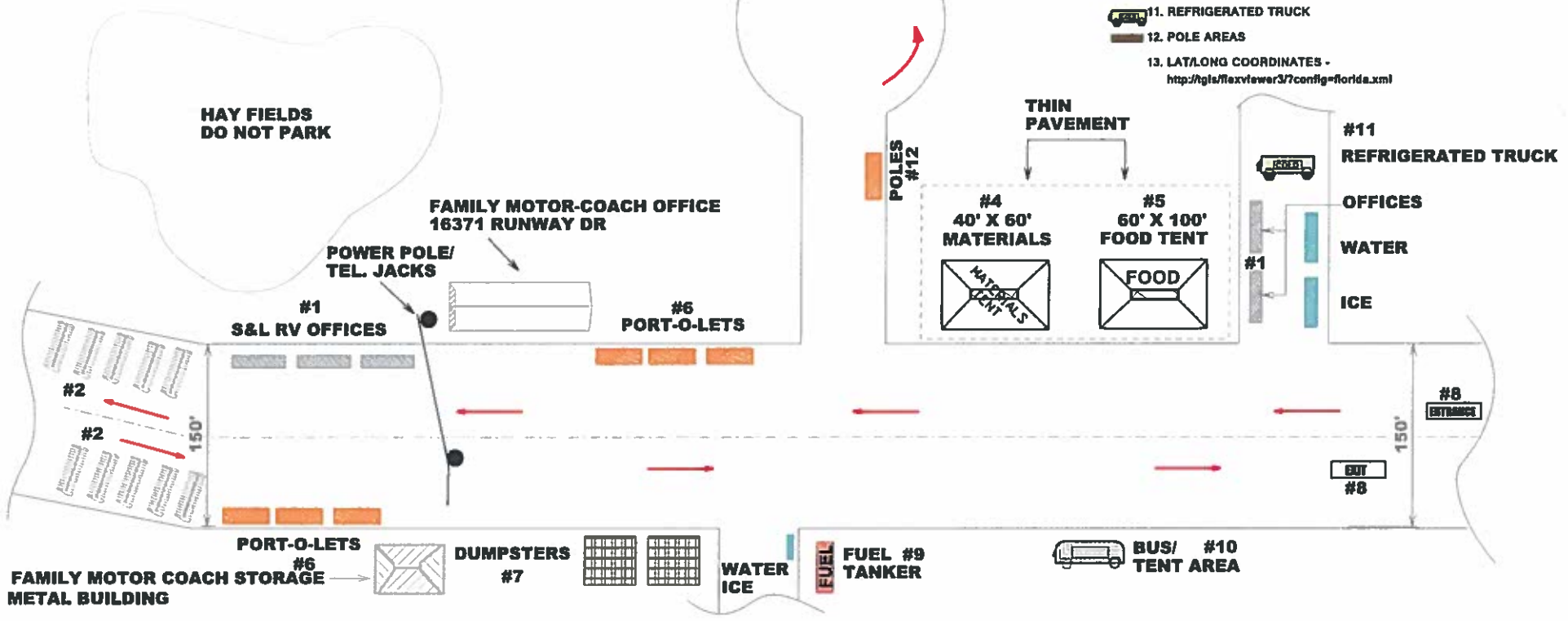
By: [Signature]
David B. Russell, Jr.
Title: Chairman
Date: JULY 9, 2013

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
By: [Signature]
County Attorney's Office



HERNANDO AIRPORT
TRUCK CAPACITY: 700
CREW CAPACITY: 1400

- LEGEND**
- 1. OFFICE LOCATION (STAGING SITE TEAM, SSOL, RESOURCE MANAGEMENT)
 - 2. PARKING AREA (LINE & VEGETATION VEHICLES)
 - 3. TRAFFIC FLOW
 - 4. MATERIALS AREA
 - 5. CATERING AREA
 - 6. PORT-O-LETS AND WASH STATIONS
 - 7. DUMPSTERS (2-TRASH) (1-RECYCLE)
 - 8. SITE ENTRANCE & EXIT
 - 9. FUEL TANKER LOCATION
 - 10. BUS/TENT AREA FOR ONBOARDING SAFETY BRIEFING
 - 11. REFRIGERATED TRUCK
 - 12. POLE AREAS
 - 13. LAT/LONG COORDINATES - <http://gls/flexviewer377config=florida.xml>



	<p>HERNANDO AIRPORT 15800 FLIGHT PATH DR BROOKSVILLE, FL 34604</p>	<p>SITE VERIFIED: YES VERIFICATION DATE: 5/16/18 SITE RATING: 65%</p>	<p>LAT/LONG 28.478267586 -82.467149122</p>	<p>DRAWN BY: AILEEN ZOLLNER REVISED: 5/16/2018 NTS</p>
--	--	---	--	--