

MAP NO. _____
ACCOUNT NO. _____

EASEMENT
(Corporate)

KNOW ALL MEN BY THESE PRESENTS, that Hernando County Water & Sewer District whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (the "Grantor"), for One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto Withlacoochee River Electric Cooperative, Inc., a Florida not-for-profit corporation (the "Cooperative"), whose post office address is Post Office Box 278, Dade City, Florida 33526, and to its successors, assigns, lessees, licensees, transferees, and permittees, the perpetual right, privilege and easement to enter upon the following described lands of the undersigned (the "Easement Area"), situated in the County of Hernando, State of Florida, and more particularly described as follows:

See Exhibit "A" for sketch of easement description attached hereto and made part hereof by reference.

Parcel ID Number: R08 423 21 0000 0010 0031

and to construct, remove, reconstruct, relocate, increase or decrease, install, alter, repair, operate and maintain both aboveground and underground electric, communications and/or telecommunication, transmission and/or distribution line or lines (including fiber optic and any and all present and future forms of communication), and related facilities or systems, including, but not limited to, general telecommunication facilities which are not related to the furnishing of electrical energy by the Cooperative, and with respect to all grants herein, the supporting structures, communication and other wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith (collectively, the "Facilities"); and further agrees that the Cooperative may license, permit or otherwise agree to joint use of this Easement for the lines, facilities, or systems of any other person or persons, association, company, or corporation whom or which Cooperative shall permit, license or agree to occupy the same upon such terms as Cooperative in its sole discretion shall establish, or that the Cooperative may fully and completely assign its rights under this Easement and thereby be released from any subsequent liability under this Easement.

The Cooperative shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of the Facilities including (i) clear, continuous access within the Easement Area, (ii) the reasonable right to enter upon the 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, (iii) the right to cut, trim, remove, and control the growth, at any time or times, either within or outside the Easement Area, by chemical means, machinery or otherwise of trees, limbs shrubbery, undergrowth, other vegetation, and obstructions located within 15 feet of the center line of any Facilities, and (iv) the right to cut, trim, and remove from the Grantor's real property, whether within or outside of the Easement Area, at any time or times, dead, diseased, weak, dying, or leaning trees or limbs, which in the opinion of the Cooperative, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.

However, notwithstanding the foregoing, the Cooperative acknowledges and agrees that the Grantor maintains an existing 16" Wastewater Force Main, as shown in Exhibit "A" within the Easement Area ("Grantor Utilities"). The Cooperative shall exercise its rights under this Easement in a manner that does not unreasonably interfere with or damage the Grantor Utilities. The Cooperative shall be solely responsible for any damage caused to the Grantor Utilities resulting from the Cooperative's activities within the Easement Area and shall promptly repair or replace such damage to the Grantor Utilities at the Cooperative's expense.

The Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to the Cooperative, except for the Grantor Utilities ("Obstruction"). The Cooperative shall have the right to remove any Obstruction at the expense of the Grantor, provided that such removal does not unreasonably interfere with the Grantor's use and maintenance of the Grantor Utilities. Furthermore, the Cooperative shall notify the Grantor of a reasonable time in advance of any planned excavation or construction activities within the Easement Area that may affect the Grantor Utilities. The Grantor shall have the right to review the Cooperative's plans and specifications for such activities to ensure the protection of the Grantor Utilities.

The Grantor agrees that Facilities installed on, over, or under the Easement Area at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative, and any removal shall not constitute an abandonment of this Easement.

The Grantor covenants that it is the owner of the Easement Area and that the Easement Area is free and clear of encumbrances and liens of whatsoever and that no consent of any other person is required to render this Easement a valid and binding instrument. Grantor warrants to the Cooperative that Grantor is duly formed, validly existing and in good standing under the laws of its state of formation.

With respect to any underground Facilities, Grantor acknowledges that under the "Underground Facility Damage and Safety Act" (Fla. Stat. 556), that Grantor is obligated to notify Sunshine State One-Call of Florida, Inc. ("One-Call") of Grantor's intent to engage in excavation or demolition prior to commencing any work, and Grantor may be held responsible for costs and expenses incurred due to damage of Cooperative's Facilities in the event Grantor fails to so notify One-Call.

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.

This grant of Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and this grant of Easement may not be changed, altered, or modified except by an instrument signed by both parties hereto.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this Easement this 26th day of August, 2025.

Signed, sealed, and delivered in the Presence of:

WITNESSES:

GRANTOR:

HERNANDO COUNTY WATER & SEWER DISTRICT

Colleen Conko

Signature of the First Witness

Colleen Conko

Type/Print Name of First Witness

Brian Hawkins

Brian Hawkins, Chairman of the Hernando County Board of County Commissioners, as the Governing Board of the Hernando County Water & Sewer District

15470 Flight Path Dr., Brooksville, FL 34604

Address of First Witness

Approved as to Form and Legal Sufficiency:

Hendi Prouse

Signature of Second Witness

[Signature]

County Attorney's Office

HEIDI PROUSE

Type/Print Name of Second Witness

20 N. MAIN ST, BROOKSVILLE, FL 34601

Address of Second Witness

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of August, 2025 by Brian Hawkins as Chairman of the Hernando County Board of County Commissioners, governing body for the Hernando County Water & Sewer District, who is personally known to me or has produced _____ as identification.

Colleen Conko

Signature

Colleen Conko

Name of Notary typed, printed or stamped

HH281269

Notary Public, Commission No.



