

STAGING SITE AGREEMENT

This Staging Site Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the 23rd day of May, 2023 (the "Effective Date") by and between Duke Energy Florida, LLC, a Florida limited liability company (hereinafter referred to as "Duke Energy") with its corporate office at 299 First Ave N., 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 15470 Flight Path Dr., Brooksville, Florida 34604. Duke Energy and Owner shall individually be referred to as the "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Owner owns or controls 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 Dr., Brooksville, FL 34604 (hereinafter referred to as the "Property"); and

WHEREAS, Duke Energy desires to utilize the Property as a temporary staging area and/or base camp (the "Use"); and

WHEREAS, Owner agrees to grant Duke Energy access to the Property for such 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 temporary Use.
- B. Owner hereby grants Duke Energy a license to enter the Property for its Use.

SECTION 2. TERM AND TERMINATION

The term of this agreement shall commence on June 15, 2023 and shall continue until June 14, 2033. Notwithstanding anything set forth herein, either Party may terminate this Agreement prior to the Termination Date, by providing the other Party with at least 90 days prior written notice.

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 and the Property, to the extent resulting solely from the negligence, 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. At the end of Duke Energy's Use of the Property, Duke Energy shall restore the Property to the original or

reasonably similar condition, as commercially practicable.

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, provided, however, such limitation shall not apply to Duke Energy indemnification obligations for third party claims hereunder.

SECTION 5. 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. The Parties hereby relinquish and voluntarily and knowingly waive their right to a trial by jury in any cause of action brought hereunder.

SECTION 6. ENTIRE AGREEMENT

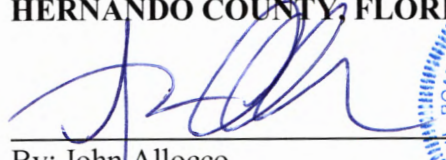
This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding between the Parties.

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

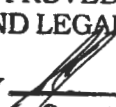
DUKE ENERGY FLORIDA, LLC

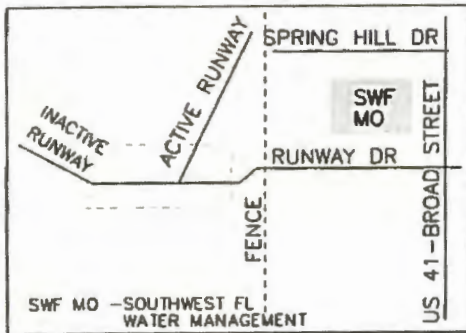
By: _____
Title: _____
Date: _____

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**


By: John Allocco
Title: Chairman
Date: May 23, 2023

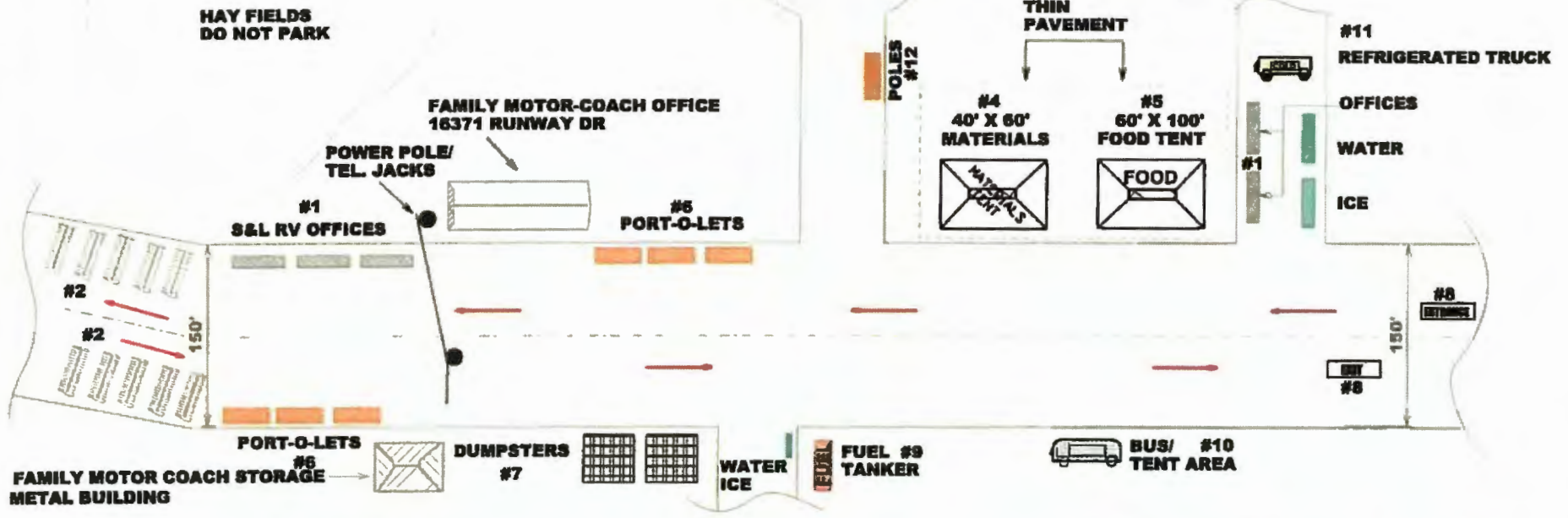


**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**
BY  _____
County Attorney's Office



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/flxvtower3/?config=florida.xml>



	HERNANDO AIRPORT 15800 FLIGHT PATH DR BROOKSVILLE, FL 34804	SITE VERIFIED: YES VERIFICATION DATE: 5/18/18 SITE RATING: 85%	LAT/LONG 28.478287586 -82.467149122	DRAWN BY: AILEEN ZOLLNER REVISED: 5/18/2018 NTS
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