

BILL OF SALE AND LIABILITY RELEASE

This Bill of Sale, dated as of 13 May, 20 14, is executed and delivered by Duke Energy Florida, Inc. ("Duke Energy"), a Florida Corporation, in favor of corporation **Hernando County Board of County Commissioners** ("County") with an address of 20 N. Main St, Room 365 Brooksville, FL 34601

WHEREAS, Duke Energy owns that certain communication tower and associated equipment more fully described as a 275' Lattice tower and any associated facilities identified by Duke Energy located at Latitude 28-31-46N Longitude 82-32-41W (the "Equipment") and located in Hernando County, Florida, located at State Rd #50 in the SW ¼ of section 31, township 22 south, range 18 East Hernando county Florida; and

WHEREAS, the County desires to take ownership of the Equipment and Duke Energy is willing to convey the Equipment to the County; and

WHEREAS, the Duke Energy and the County (the "Parties") have agreed that Duke Energy will transfer ownership of the Equipment to the County; upon the terms and conditions stated herein; and

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Duke Energy and the County hereby agree as follows:

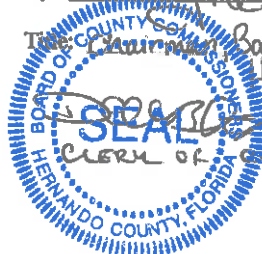
- 1) Duke Energy hereby transfers, conveys, assigns and delivers to the County, its successors and assigns, the Equipment.
- 2) The County and Duke Energy each represent and warrant to one another that it has the right, power and authority to enter into and to execute this Bill of Sale and Release of Liability.
- 3) THE ASSET IS TRANSFERRED "AS IS", "WHERE IS", AND "WITH ALL FAULTS", LATENT AND PATENT, AND WITHOUT SUPPORT, REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATIONS, REPRESENTATIONS OR WARRANTIES AS TO (a) VALUE, (b) CONDITION, (c) QUALITY, (d) WORKMANSHIP, (e) MERCHANTABILITY, (f) ELIGIBILITY FOR DEPRECIATION ALLOWANCE, (g) FIT FOR A PARTICULAR PURPOSE OR (h) AGAINST PATENT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT.
- 4) The parties agree to perform the obligations set forth above in the WHEREAS paragraphs and agree that performance thereof constitutes a material portion of the consideration for this Bill of Sale and Release of Liability.
- 5) The County hereby agrees that in no event shall Duke Energy be liable to the County or any other person in warranty, negligence or strict liability regarding any defect, failure or malfunction in performance, design, manufacture or otherwise with respect to the Equipment, or for any damage (whether direct, consequential, incidental, punitive, indirect, special or otherwise) arising out of the sale, use or operation of the Equipment, regardless of the theory. the County on behalf of itself and its successors, heirs, assigns, and invitees, hereby release Duke Energy from any and all claims associated with the Equipment and shall indemnify, defend, and hold Duke Energy harmless from any and all claim, liability, cost or expense, including but not limited to bodily injury, death, or property damage, arising in connection with the Equipment from and after the date of this Bill of Sale and Release of Liability.

IN WITNESS WHEREOF, Duke Energy and the County have caused this instrument to be duly executed as of the date first written.

Board of County Commissioners,
Hernando County, Florida

By: Wayne D. Baker

Board of County Commissioners
Hernando County, Florida



DUKE ENERGY FLORIDA, INC

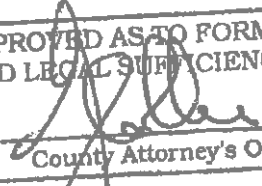
By: [Signature]

Title: Manager - Land Services

Site: 105529
LU: 1186816
Project: 105529-438632

Date: 5/13/14

Date: _____

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