

Prepared by:
Shantel W. Ocampo, Counsel Duke Energy
Florida, LLC
Data & Document Management
525 South Tryon Street, DEP 21
Charlotte, NC 28202

Property No:
Land Unit No:
Project No:

STATE OF FLORIDA

COUNTY OF HERNANDO

ENCROACHMENT AGREEMENT

THE ENCROACHMENT AGREEMENT (“Agreement”), made this _____ day of _____, 2026 (“Effective Date”) by and between **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, (“Grantor”), and **HERNANDO COUNTY**, a political subdivision of the State of Florida (“**County**”) (“Grantee”).

- **Grantor, Duke Energy Florida, LLC**, as successor to Progress Energy Florida, LLC, as successor to Florida Power Corporation (“**Duke**”) has easement rights to property owned by the Hernando County School District Property pursuant to that certain Easement dated April 1, 1927, recorded in Deed Book 97, Page 418 and Order of Taking recorded in Official Records Book 933, Page 347, all in the official records of Hernando County (collectively, the “**Easements**”).
- **Hernando County School District (School District)** owns, operates and maintains a school access road and queuing area known as Explorer Boulevard within the Easement Area. The Explorer Elementary improved access right-of-way will be dedicated to Hernando County.
- **County** has requested that the **School District** dedicate and transfer to the County the **School District** Property to (i) allow the County to incorporate Explorer Boulevard into the County road system so that a collector road for the County is constructed which will eliminate access and traffic issues; and (ii) transfer all maintenance and operational responsibilities to the **County** (the “**Dedication**”); and
- Grantees desire authority to encroach upon a portion of the Easement Area for the purpose described herein, and Grantor is willing to permit those encroachments under the terms and conditions of this Agreement.

NOW THEREFORE, Grantor for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it paid by the Grantee(s), the receipt and sufficiency of which are hereby acknowledged, does hereby grant until **Grantee**, the non-perpetual right to encroach upon the portion of the Easement Area described herein pursuant to the following terms and conditions:

1. **Permitted Encroachments.** Grantor agrees to allow Grantees to encroach upon the Easement Area solely to the extent, location, and manner expressly depicted on Exhibit "A," and only for the purpose of maintaining Explorer Boulevard as shown thereon.
2. **Alterations.** The Permanent Encroachment must be constructed in strict compliance with the design shown on the Plans contemplated by Exhibit A. No alteration from the plans may be made after the construction the Permitted Encroachment which interferes with grantor's safe, reliable, and efficient construction, operation, and maintenance of the existing and future Facilities Located on the Easement Area.

All applicable Federal, State, and Local Laws, rules and regulations, and the then Existing Transmission Line Asset Protection Guidelines shall govern any alterations to the Permitted Encroachment, including any minimum distances that must be maintained from the Facilities. In areas where minimum distances shown on the plans conflict with TLASG, plans shall govern. Nothing in this Agreement shall be construed to permit changes in elevation of grade to occur other than as expressly allowed or required by the plans or in this Agreement.

3. **Reaffirmation.** Notwithstanding anything to the contrary herein, by executing this Agreement the parties reaffirm the terms of the Easement Document and acknowledge that this Agreement does not permanently alter, limit, or amend those terms. This Agreement only identifies the Permitted Encumbrances as non-hostile and permits them to remain pursuant to the terms of this Agreement. This Agreement does not constitute a transfer of an interest in land or Grantor's rights granted in the Easement Document.
4. **Wetlands and Vegetation.** The Easement Area may not be used by Grantee to satisfy wetland mitigation requirements. Grantee shall not plant any trees or shrubbery in the Easement Area without prior written approval from Grantor.

5. **Grantor Free From Liability.** Grantor shall not be liable for any damages to the Permitted Encroachment resulting from Grantor's use of the Easement Area, nor for any damage to landscaping, driveways, or irrigation systems that may result from Grantor's access to the Easement Area.
6. **Additional Consent May Be Required.** Grantor makes no warranties or representations as to Grantee's contemplated use of the Easement Area, and in no way shall be deemed to have consented to such use on behalf of the owner of the property on which the Easement Area exists. Grantee acknowledges that Grantor's entering into this Agreement does not, by itself, grant any rights to Grantee to use any portion of the Easement Area, and that the consent of other parties (including, without limitation, the owner of the property and any mortgages of such owner) may be required for Grantee to obtain any rights over the property encumbered by the Easement Area.
7. **Grantee's Sole Risk and Expense.** Grantee acknowledges that the use of the Easement Area shall be at Grantee's sole risk and expense. Grantor shall in no way be liable to Grantee for any costs, expenses, losses, damages, or liabilities incurred by Grantee's use of the Easement Area. Grantee shall defend, indemnify, and hold harmless Grantor, its affiliates, subsidiaries, members, managers, officers, agents, employees, successors and assigns (collectively, "Grantor Parties"), from and against any and all claims, actions, costs, expenses, losses, damage, destruction, and liabilities incurred by Grantor Parties relating, directly or indirectly, to Grantee's use of the Easement Area even if caused in whole or in part by the negligence of Grantor Parties but excluding the willful or intentional misconduct of Grantor's Parties. Grantee's indemnity obligations shall survive the termination of this Agreement and are subject to the limitations of F.S. Sec. 768.28.

All of Grantee's operations, activities, and equipment used within the Easement Area or in proximity to any of the Facilities shall, at all times, be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC), the Occupational Safety and Health Act of 1971 (OSHA), and the OSHA Crane Construction Standards For Power Line Safety, Sections 1926.1408 & .1409. Grantee is further notified and hereby agrees to so notify any of Grantee's employees, agents, contactors, representatives, or other persons engaging in Grantee's activities upon the Easement Area with Grantee's knowledge and under Grantee's supervision or control, that extreme caution is necessary around the Facilities, and in the event of any damages or injuries, Grantee shall immediately report the nature and extent thereof to Grantor's nearest local office or corporate toll free number.

Grantee shall not use any equipment within the Easement Area that can extend over twelve (12) feet in height above natural ground surface level without prior

written approval from Grantor unless an observer, approved by Grantor, is present during the use. Grantee shall bear all costs associated with the observer.

8. **Transferability.** The rights granted and retained under this Agreement shall inure to the benefit of the heirs, successors, and assigns of the parties, and shall run with the land.
9. **Notice.** Any notices and other communications required under this Agreement or relating hereto shall be in writing and delivered via personal delivery, certified United States mail (return receipt requested), or overnight delivery through a reputable carrier to:

Grantor: Duke Energy Florida, LLC
Attn: Transmission Asset Protection
525 South Tryon Street, DEP21
Charlotte, North Carolina 28202

Grantee: Hernando County
Attn: County Administrator
15470 Flight Path Drive
Brooksville, FL. 34604

10. **Termination.** This Agreement shall terminate or may be terminated in the following instances.
 - a. If construction of the Permanent Encroachment does not begin within 12 months of the final approval necessary for the construction of the Permitted Encroachments or the relocation by Duke of wooden poles, identified as Structures Str. BWR-40, Str. BWR-40-1/2 and Str. BWR-41 ,whichever occurs later, and continued thereafter at a reasonable pace, then this Agreement shall be subject to termination.
 - b. If at any point following construction of the approved improvements, Grantor, in its sole discretion, determines that the Permitted Encroachment needs to be modified in order to continue furnishing safe and reliable electric service to its customers, then upon twelve (12) months' notice from Grantor, Grantor and Grantee will work together in a commercially reasonable manner to modify the Permitted Encroachment at the sole expense of Grantee. Grantor acknowledges that the use of the Easement Area as depicted on Exhibit "A" will not interfere with Grantor's ability to continue furnishing safe and reliable electric service to its customers.

- c. If Grantee violates any provision of this Agreement, then Grantor may terminate this Agreement with written notice to Grantee. If the violation is non-material, then Grantee shall be entitled to six (6) months to remove the Permitted Encroachment following notice of Grantor's termination. If the breach is material, then such termination shall be immediate. Without limitation, the parties agree that Sections 1, 2, 3, and 4 of this Agreement are material.
- d. If Grantee removes or reduces the size of any Permitted Encroachment, it shall not be entitled to restore or expand the Permitted Encroachment to its original size as of the Effective Date. If the Permitted Encroachment is removed in full then this Agreement shall automatically terminate.

11. **Recitals:** The recitals set forth at the opening of this Agreement are incorporated herein as if fully restated in Section 11.
12. **Law and Venue.** This Agreement shall be governed by the laws of the State of Florida without regard to the conflicts of law provisions therein. The parties agree that the proper venue for any dispute related to this agreement is the state or federal courts located in Hernando County, and the parties hereby submit to the jurisdiction thereof.
13. **Entire Agreement.** This Agreement contains the complete understanding of the parties and shall supersede any prior and contemporaneous communications, agreements, and assurances related to the subject matter of this Agreement. Any modification of this Agreement must be agreed to in writing and signed by the parties. This Agreement may be executed in any number of counterparts, each of which will be deemed original, but all of which together shall constitute but one and the same Agreement.
14. **No Waiver.** The failure of Grantor in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be considered as a waiver of such or any similar provision or covenant.
15. **Severability.** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability. All other terms of this Agreement shall remain in full force and effect. To the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

16. **Cost Recovery.** The prevailing party recover shall reasonable cost, including attorney's fees, incurred in bringing or defending any action or proceeding related to this Agreement.

17. **Replacement.** This Encroachment agreement replaces and supersedes all prior encroachment agreements including the agreement recorded in Hernando County Records, OR Book 2479, page 1084, between Florida Power Corporation and Hernando County School Board.

IN WITNESS WHEREOF, the parties hereby have affixed their names under seal by their duly authorized officers the day and year first above written.

Signed and Sealed in the Presence of:

Witness-Printed Name

_____, Grantor
DUKE ENERGY FLORIDA, LLC
A Florida limited liability company

Witness-Signature

Name: Karen Adams
Title Manager, Land Services – Florida Region

Witness-Printed Name

Witness-Signature

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by **Karen Adams. Title Manager, Land Services – Florida Region of DUKE ENERGY FLORIDA, LLC, a Florida limited liability d/b/a Duke Energy**, on behalf of said company, she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, State of _____
My Commission Expires:
(Seal)

(Signatures Continue on Following Page)

IN WITNESS WHEREOF, the parties hereby have affixed their names under seal by their duly authorized officers the day and year first above written.

Signed and Sealed in the Presence of:

_____, Grantee
Witness-Printed Name **Hernando County**

Witness-Signature by **Jerry Campbell**
Chairman of the Board of County Commissioners

Witness-Printed Name

Witness-Signature Approved as to form and legal sufficiency:


County Attorney

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2026, by Jerry Campbell as Chairman of the Board of County Commissioners on behalf of Hernando County, a political subdivision of the State of Florida, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC, State of _____
My Commission Expires:
(Seal)