

**TRANSFER AGREEMENT**

County

**THIS TRANSFER AGREEMENT** (the "Agreement") is made and executed as of the Effective Date by and between **HERNANDO COUNTY**, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (the "County") and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a body corporate and public subdivision of the state of Florida, whose address is 919 North Broad Street, Brooksville, FL 34601 (the "District").

**WITNESSETH:**

**WHEREAS**, the District is the owner of a portion of Explorer Boulevard located in Hernando County known as Parcel No.: R12 423 17 0000 0010 0020, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("the District Property"), which is a currently improved public road providing access to the District's Explorer K-8 School (the "School"); and

**WHEREAS**, Duke Energy Florida, LLC, as successor to Progress Energy Florida, LLC, as successor to Florida Power Corporation ("Duke") has easement rights to the 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"); and

**WHEREAS**, Duke and the District are parties to that certain Encroachment Agreement dated November 20, 2006, recorded as Instrument Number 2007054034, in Official Records Book 2479, Page 1084 in the official records of Hernando County (the "Encroachment Agreement") pursuant to which Duke granted the District rights to occupy and utilize a portion of the District Property in the area encumbered by the Easements for the limited purpose of road right of way for access to the School; and

**WHEREAS**, the County and Somerset Land, LLC ("Somerset") are parties to that certain Development Agreement dated November 29, 2022, recorded as Instrument Number 2023012862, in Official Records Book 4273, Page 304 in the official records of Hernando County (the "Development Agreement") pursuant to which Somerset is required to extend Explorer Boulevard to the south, and add additional access, perimeter security fencing and gates, and queuing for the School; and

**WHEREAS**, the District, Acts 88, LLC ("Acts"), and Somerset are parties to that certain Access Agreement dated May 19, 2015, recorded as Instrument Number 2015031248, in Official Records Book 3231, Page 649, in the official records of Hernando County, as amended by that certain First Amendment to Access Agreement dated April 12, 2022, recorded as Instrument Number 2022029832, in Official Records Book 4158, Page 660, in the official records of Hernando County (collectively, the "Access Agreement") pursuant to which the District granted Acts 88 and Somerset limited access for the District Property in exchange for Acts 88 and Somerset

constructing additional access and queuing for the School and a new marquee of similar or better quality for the School; and

**WHEREAS**, the County has requested that the District dedicate and transfer to the County the 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; and

**WHEREAS**, section 335.0415, Florida Statutes, authorizes the transfer of public roads only by mutual agreement of the affected governmental entities; and

**WHEREAS**, the transfer of that portion of Explorer Boulevard is in the public interest and welfare; and

**WHEREAS**, the District has agreed to dedicate to the County the District Property subject to the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, for and in consideration of the premises hereof and other good and valuable consideration, the District and the County hereby covenant and agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. The District Dedication to the County. The District shall dedicate and transfer to the County the District Property subject to encumbrances set forth on the Owner & Encumbrance Property Information Report File No. 25003581 prepared by Old Republic National Title Insurance Company, such encumbrances set forth on Exhibit "B" attached hereto, by recorded deed or right of way map (the "Dedication"). The Dedication shall be recorded within sixty (60) days following the Effective Date (as defined herein) (the "Transfer Date"). The District shall execute and deliver to the County a quit claim deed and such other documents as may be reasonably required, necessary or useful in consummating the transaction contemplated by this Agreement.

3. Conditions of Dedication. The Dedication is expressly conditioned on the District Property being incorporated into the County Road system as a collector road and the County complying with the following conditions:

(a) The County acknowledges the District Property is encumbered as specified on Exhibit B, including the Encroachment Agreement, as well as a new Encroachment Agreement between Duke and the County attached herein as Exhibit "C" ("County Encroachment Agreement"), which County Encroachment Agreement must be executed and recorded on the Transfer Date. The County acknowledges and agrees that Duke's Easements are prior in time to the County's, and the rights granted to the County shall be subordinate to Duke's Easements and easement rights. Until such time as the Encroachment Agreement is terminated and replaced with a new encroachment agreement with the Developer, the County agrees to fully comply with all obligations under the Encroachment Agreement and the Easements, including strict compliance

with the locations and usages specified on Exhibit A of the Encroachment Agreement and conditions and requirements set forth in Exhibit B of the Encroachment Agreement.

(b) The County shall grant the District a perpetual easement, if necessary, for the District's use of the District Property for access to the School and the County shall take no action that would impair the District's use of the District Property for use in conjunction with the School. The County shall ensure that the District always has comparable or better access to the School from the District Property.

(c) The County will ensure that any plan, plat, zoning or similar approval or other related development rights granted to Somerset shall be subject to the condition that Somerset (or any successor developer) construct additional access and queuing for the School and a new marquee of similar or better quality for the School at no cost to the District and pursuant to plans approved in writing by the District attached hereto as Exhibit "D" (the "Improvement Work"). Any modifications to the plans attached hereto must be approved in writing by the District's governing board. Should the County (rather than the Developer) independently elect to improve the portion of Explorer Boulevard that is the subject of the Dedication, the County shall provide the District with ninety (90) days prior written notice of its intent to complete the Improvement Work and shall conclude the Improvement Work within eighteen (18) months of commencement (the "Completion Deadline"). In such event, the County shall ensure that Somerset (or any successor developer) commences construction of the remainder of the Improvement Work within eighteen (18) months of the County's commencement of the development of Explorer Boulevard, unless the parties mutually agree to extend the Completion Deadline. If the County does not complete the Improvement Work by the Completion Deadline (as may be extended by mutual agreement by the District and County), then District, at District's sole option, may elect (by providing written notice of such election to the County) to complete installation of the Improvement Work in a timely manner, in which case all direct costs and expenses incurred by District in doing so shall be payable to District from County plus an amount equal to ten percent (10%) of such direct costs and expenses. All payment requests from District under this section shall be paid in accordance with the Florida Prompt Payment Act, Part VII of Chapter 218, Florida Statutes, as amended from time to time. County shall provide the District with at least ninety (90) days' prior written notice before commencement of the Improvement Work. County shall coordinate with the District to create a schedule for the Improvement Work for the minimal disruption of school operations. This plan shall be mutually approved by both parties and such approval shall not be unreasonably withheld. County shall maintain continuous, safe, secure, and convenient access for school buses, staff, parents, emergency vehicles, and students at all times during construction. Any temporary detours or closures affecting access routes shall be coordinated no less than seventy-two (72) hours in advance with the District and shall not occur during school arrival or dismissal hours unless expressly approved in writing by the District. County shall implement appropriate traffic control measures, signage, and flagging personnel as necessary to ensure safe and efficient traffic flow during all construction activities. County shall provide the District with at least seventy-two (72) hours' prior written notice before commencement of any construction activities impacting or disrupting utilities serving the school. A traffic control plan, temporary fencing plan, or construction staging plan, if required by the District, shall be submitted for review and approval prior to commencement of construction. County shall coordinate construction schedules with the District's Director of Facilities and Construction, or other designee, to minimize disruption to school operations, including testing

periods, events, and transportation schedules. Construction activities generating excessive noise, dust, or vibration shall be restricted during regular school hours to the extent reasonably practicable. Any damage to school access drives, parking areas, sidewalks, or related infrastructure caused by construction activities shall be promptly repaired or restored by County, at its sole cost and to the District's satisfaction.

(d) The County agrees that it shall not bring any type of waste, hazardous or otherwise toxic materials on to the District Property nor shall the County store any hazardous waste or toxic materials on the District Property.

(e) The County agrees that it will conduct its operations, maintenance, and any improvements on the District Property in accordance with all applicable laws, rules, regulations, and permits, including but not limited to any related to the reasonable maintenance and operations for safety of the public, and will ensure the same for any successor owner of the District Property, if any.

(f) Somerset and Acts shall enter into a release and indemnification with the District, in a form acceptable to District, releasing the Access Agreement and indemnifying the District.

4. Liability for Torts, Indemnification and Sovereign Immunity.

(a) The County agrees that pursuant to section 337.29(3), Florida Statutes, upon such transfer to the extent sovereign immunity has been waived, liability for torts related to the roadway occurring on or after the Transfer Date shall be the responsibility of the County. The District shall remain liable for torts related to the roadway committed by the District that occurred prior to the Transfer Date, but only to the extent sovereign immunity has been waived.

(b) To the extent permitted by law, the County agrees to indemnify, defend and shall hold harmless the District and the employees and agents of the District from any claims, actions, administrative proceedings (including informal proceedings), judgments, damages, costs, liabilities (including sums paid in settlement of claims), interest or losses including reasonable attorneys' and expenses (including any such fees and expenses incurred in enforcing this Agreement or collecting any sums due hereunder), together with all other costs and expenses of any kind or nature (collectively, the "Costs") that which at any time or from time to time may be suffered or incurred in connection with any claim, cause of action, demand or lien made or arising directly or indirectly or in connection with, with respect to, or as a direct or indirect result of:

(i) the County's actions, omissions or failure to act, or the actions, omissions, or failure to act of its employees, directors, principals, agents, or contractors, with regard to this Agreement, or any violation the terms of the attached County Encroachment Agreement, the Easements, or the Encroachment Agreement.

(ii) in any way relating to or resulting from the County's maintenance, operation or expansion of the public road located on the District Property;

(iii) any failure on the part of the County to comply with any covenant required to be performed or compiled with under this Agreement; or

(iv) any litigation, arbitration or other claim brought against the District by Duke for violation of the County Encroachment Agreement or the Encroachment Agreement, its successor and/or assigns, including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising, whether now known or unknown.

Notwithstanding the foregoing, nothing contained herein shall be construed as requiring the County to indemnify or insure the District from sole negligence by the District pursuant to section 768.28(19), Florida Statutes. Further, nothing contained herein shall be construed as an additional waiver of the County's or District's sovereign immunity, or as a waiver of any limitations of liability pursuant to section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, negligence or otherwise.

(c) This indemnification shall survive the recording of the Dedication, deed or land map transferring the District Property and shall be ongoing, perpetual, continuing, irrevocable and binding on County and its respective representatives, successors, and assigns, inuring to the benefit of District, and its representatives, successors, and assigns. The County's obligations hereunder may not be assigned or subcontracted. All representations, warranties and covenants of County set forth in this Agreement shall continue in effect and, to the extent permitted by law, shall survive the transfer of the District Property, or any portion thereof.

5. Miscellaneous.

(a) Effective Date. The District and County must obtain approval of this Agreement by the respective governing bodies of the County and the District and execution thereof by the duly qualified and authorized representatives of each of the parties hereto. Execution of this Agreement by the last of the County and the District shall be the "Effective Date" of this Agreement.

(b) Notice. Notice shall be delivered to the addresses contained herein, or as further directed by either party upon written notice to the other party, and shall be deemed to have been given upon (a) receipt by recipient if personally delivered, (b) delivery to a recognized courier, delivery service such as Federal Express, or postmark by the U.S. Postal Service, or (c) delivery by electronic mail provided that the receiving party provides acknowledgment of receipt:

County:           HERNANDO COUNTY  
                      15470 Flight Path Drive  
                      Brooksville, Florida 34604  
                      ATTN: County Administrator  
                      Email: [administration@hernandocounty.us](mailto:administration@hernandocounty.us)

District:           SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA  
                      919 North Broad Street  
                      Brooksville, FL 34601  
                      ATTN: Superintendent  
                      Email: [pinder\\_r@hcsb.k12.fl.us](mailto:pinder_r@hcsb.k12.fl.us)

With a copy to:   SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

919 North Broad Street  
Brooksville, FL 34601  
ATTN: School Board Attorney & General Counsel  
Email: [mockler\\_c@hcsb.k12.fl.us](mailto:mockler_c@hcsb.k12.fl.us)

And: GRAY ROBINSON, P.A.  
Attn: Kristin Kowaleski, Esq.  
101 East Kennedy Blvd, Suite 4000  
Tampa, Florida 33602  
Email: [Kristin.kowaleski@gray-robinson.com](mailto:Kristin.kowaleski@gray-robinson.com)

Either party hereto may change the address for Notice specified above by giving the other party ten (10) days' advance written notice of such change of address. Notices given otherwise than by mail shall be deemed given upon actual receipt thereof.

(c) Construction. Whenever the context of this Agreement so requires or admits, words used in the neuter gender include the masculine and feminine; the singular includes the plural and the plural the singular; the word "person" includes a corporation, partnership or unincorporated association as well as a natural person. The fact that a party may be deemed to have drafted or structured any provision hereof shall not be considered in construing the particular provisions either in favor of or against such party.

(d) Captions. The captions at the beginning of the several paragraphs of this Agreement are not a part of this Agreement but merely labels to assist in locating and reading the respective paragraphs hereof. They shall be ignored in construing this instrument.

(e) Severability. If any provision of this Agreement is declared invalid or unenforceable, then, if reasonably possible, taking into consideration the intent and purpose of the parties in entering into this Agreement, the remainder of this Agreement shall continue in full force and effect.

(f) Entire Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof and supersedes any prior understandings or agreements between them concerning the subject matter hereof. No changes, alterations, modifications, additions or qualifications to the terms of this Agreement shall be binding upon the parties unless made in writing and signed by the party to be bound thereby.

(g) Governing Law: Venue. All questions concerning the meaning, execution, construction, effect and validity of this Agreement shall be judged and resolved in accordance with the laws of the State of Florida. Exclusive jurisdiction and venue for any action filed to interpret or enforce the terms of this Agreement shall be in the appropriate court in Hernando County, Florida.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

**HERNANDO COUNTY, FLORIDA**


By: \_\_\_\_\_  
Name: Jerry Campbell  
Title: Chairman

This \_\_\_\_\_ day of \_\_\_\_\_, 2026

Attest:

By: \_\_\_\_\_  
Name: Doug A. Chorvat, Jr.  
Title: Clerk of Court and Comptroller

Approved as to Form:

By:  \_\_\_\_\_  
Name: Jon A. Jouben  
Title: County Attorney

[Signatures Continues on Following Page]

**SCHOOL BOARD OF HERNANDO COUNTY,  
FLORIDA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 2026.

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



### EXHIBIT A LEGAL DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 33, RUN N00°00'00" W, 100.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE POWER EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 233, PAGE 247 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; AND THENCE ALONG THE BOUNDARY THEREOF CONTIGUOUS TO THE EAST RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE POWER EASEMENT, THENCE ALONG THE NORTH BOUNDARY OF SAID 100 FOOT WIDE POWER EASEMENT, THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE POWER EASEMENT, THENCE ALONG THE SOUTH BOUNDARY OF SAID 100 FOOT WIDE POWER EASEMENT, THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE POWER EASEMENT, THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 33, RUN S72°15'11"W, 120.00 FEET TO THE NORTH LINE OF SAID SECTION 13, AND THE POINT OF BEGINNING.

CONTAINING 3.02 ACRES (MORE OR LESS).

<b>2</b> SHEET OF 2 SHEETS	DATE OF RECORDING 08/14/2018	COUNTY HERNANDO	BOOK 233	PAGE 247	<b>Coastal</b> SURVEYING & MAPPING, INC. 11111 W. US HWY 90, SUITE 100 PENSACOLA, FL 32506 (904) 487-1111 www.coastalsurveying.com	<b>SKETCH ONLY</b> FOR TEMPORARY CONSTRUCTION EASEMENT AGREEMENT EXEMPT & ("District Property") NOT A BOUNDARY SURVEY SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST HERNANDO COUNTY, FLORIDA	PREPARED FOR AND CONFERRED TO: COASTAL SURVEYING & MAPPING, INC., A Florida Limited Liability Company (LAWYER'S USE ONLY) PREPARED BY: COASTAL SURVEYING & MAPPING, INC., A Florida Limited Liability Company (LAWYER'S USE ONLY) TITLE: SURVEYOR STATE OF FLORIDA LICENSE NO.: 12000	DATE OF RECORDING 08/14/2018	COUNTY HERNANDO	BOOK 233	PAGE 247
	I, the undersigned, being a duly qualified and licensed Surveyor in and for the State of Florida, do hereby certify that I am the author of the foregoing and that the same is a true and correct copy of the original as the same appears in my files.										

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 13, RUN N89°25'50"W, 868.61 FEET TO THE EAST RIGHT-OF-WAY LINE OF A 100 FOOT WIDE POWER EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 933, PAGE 347 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 13, N89°25'25"W, 102.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE POWER EASEMENT; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, RUN N12°15'36"E, 1330.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NORTHCLIFFE BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, RUN S70°46'26"E, 100.75 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE POWER EASEMENT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN S12°15'11"W, 1297.15 FEET TO THE NORTH LINE OF SAID SECTION 13, AND THE POINT OF BEGINNING.

CONTAINING 3.02 ACRES MORE OR LESS.

**Exhibit "B"**

**Title Encumbrances**

Old Republic National Title Insurance Company Property Information Report; File No.  
25003581, dated through October 16, 2025 @ 8:00 a.m.

1. Easement in favor of Florida Power Corporation recorded in Deed Book 97, Page 418.
2. Permanent easement in favor of Florida Power Corporation contained in Order of Taking recorded in O.R. Book 933, Page 347.
3. Access Agreement between Hernando County School Board and Mark 425, LTD recorded in O.R. Book 3231, Page 649; as affected by First Amendment to Access Agreement recorded in O.R. Book 4158, Page 660.
4. Infrastructure Agreement between Somerset Land LLC and Acts 88, LLC recorded in O.R. Book 3947, Page 433.
5. Encroachment Agreement between Florida Power Corporation d/b/a Progress Energy Florida, Inc. and Hernando County School Board recorded O.R. Book 2479, Page 1084.
6. Perpetual Utility Easement in favor of Hernando County Water and Sewer District recorded in O.R. Book 2683, Page 1887.
7. Easement Agreement between Somerset Land LLC and Acts 88, LLC recorded in O.R. Book 3947, Page 421.

**Exhibit “C”**

**County Encroachment Agreement**

**(Attachment Five (5) is the County Encroachment Agreement.)**

**Exhibit "D"**

**Approved Construction Plans**

**(Approved construction plans part of exhibit letter of agreement from Duke Energy with the approved construction plans.)**



Duke Energy  
4306 E. CR 462, Bldg. F  
Wildwood, FL 34785  
386-290-4295  
[Amy.Finney@duke-energy.com](mailto:Amy.Finney@duke-energy.com)

December 17, 2025

Hernando County  
15740 Flight Path Drive  
Brooksville, Florida 34604

Hernando County School Board  
919 North Broad Street  
Brooksville, Florida 34601

Somerset Land, LLC.  
18125 Wayne Road  
Odessa, Florida 33556  
Attn: Ron Bastyr

Acts 88, LLC.  
PO Box 10779  
Brooksville, Florida 34603  
Attn: Mark Taylor  
352-584-7714  
[Marktaylor@tampbay.rr.com](mailto:Marktaylor@tampbay.rr.com)

Re: Duke Energy Transmission Line Easement Plan Review Conditional Approval  
Project: Explorer Boulevard Roadway Extension, Explorer K-8 Site Improvements  
Line: Brooksville West – Hudson (BWR-1) 115kV line, Str. BWR-41 through Str. BWR-44

This office has reviewed the proposed Explorer Boulevard Roadway Extension, Explorer K-8 Site Improvements site plan (attached separately via email) and referred to herein as Attachment "A". We find the plans as shown on the referenced drawings to be acceptable and in compliance with consideration to this specific location, and all conditions referenced herein. Therefore, Duke Energy Transmission ("DET") approves the referenced plans, insofar as its transmission easement rights are concerned, subject to the conditions detailed below. If this project construction has not commenced by a period of 12 months from the date of this letter, this approval by DET shall expire, and additional plan review will be required by DET at that time.

In summary, the following details DET's comments:

- Notwithstanding our review of your development plans, we are not providing a comment on present or future vegetation plantings. However, please be apprised that to ensure safe and reliable service and to maintain the ability to safely access its easement, Duke Energy relies on clear easement areas to provide open spaces for the staging of large equipment. Therefore, Duke Energy has and continues to manage vegetation within or outside of the easement and retains the rights afforded to it in its underlying easement documents, including to remove vegetation that has the potential to or does cause an interference with its easement rights.
- No stockpiling or storage of materials, dirt, or equipment of any kind is permitted within the DET easement area, nor may any combustible materials be placed within the easement area.
- Except in areas required for construction by the plans herein referenced, contractors operating any and all equipment should be instructed not to operate within 25' of the poles, towers, or other electrical structures including guy anchors. All slopes shall be 4:1 or less.
- No spoil dirt is to be placed within the easement limits unless previously approved by DET.
- Except in areas required for construction by the plans herein referenced, any proposed easements must not cross closer than 25' to DET's electrical structures including, but not limited to poles, towers, and guy anchors.

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- All underground facilities, such as, but not limited to, storm water pipes and domestic water line pipes, must be capable of a heavy equipment load bearing weight of 80,000 lbs. DET will not be responsible for damages to these installed facilities. Additionally, Irrigation systems and signs are not permitted in the easement area, with exception of signs required by governmental agencies by the plans herein referenced so long as they do not create incompatible interference or obstruction with DET's use of the transmission easement.
- Except in areas required for construction by the plans herein referenced, all plats, plans, renderings and representations of lots, parcels, designated spaces and/or designated areas having and including area within a DET easement cannot represent, with setbacks or other means, buildable areas(s) within a DET easement.
- Underground Utilities with cathodic protection will require a study of anodic interference on existing DET structures. The developer / owner is responsible for any required remediation as determined by DET. This study shall be provided at no cost to DET for review and acceptance before a Final Approval shall be issued by DET. This study must be submitted to DET prior to the commissioning of the Underground Utilities.
- Any damage to the transmission line or its associated structures, related to this project, and/or claims due to the damage, is the responsibility of the developer/owner.
- This approval by DET is always subject to the paramount right of DET to make use of its entire easement area for the construction, maintenance, reconstruction, and operation of electric lines.
- This letter only addresses issues related to DET's transmission line easement. Additional easements, approvals, or permits from the underlying property owner(s) or other applicable agencies may be required in order for you to proceed with this project.

DET also offers these additional comments to ensure that other potential conflicts are not created during or after construction:

- If there are design changes to any drawings that involve the transmission easements, DET requires a review of the changes for compliance.
- Proper clearances must always be maintained. If any transmission line modification by DET is required to maintain proper clearances, the cost will be the responsibility of the developer/owner. Any such line modifications must be approved and scheduled, through DET well in advance of the project start date. Developer has entered into a Utility Relocation Agreement (URA) with Duke Energy regarding the relocation of Str. BWR-41. No construction can take place at this location until transmission structure BWR-41 has been relocated by the plans herein referenced to avoid interference/damage to the existing transmission facility.
- All current and future property owners are required to adhere to the most current version of the DET transmission right-of-way guidelines and restrictions.
- DET heavy equipment access must not be restricted during construction of this project due to grading or any other activity.
- Please contact me prior to the start of this project to attend any pre-construction meetings.

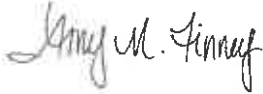
In not objecting to the use of the transmission easement for use as shown on the drawings, DET is not relinquishing the right to control and maintain the rights-of-way as specified in the recorded easement documents. Any damages to the transmission lines or its associated structures, and claims caused by the damage, is the responsibility of the developer/contractor/owner. It is the responsibility of the developer/contractor/owner to ensure that all work performed in the proximity of the transmission lines complies with all applicable laws and regulations, including but not limited to the National Electric Safety Code ("**NESC**"), the Overhead High-Voltage Line Safety Act ("**OHVLSA**"), and the Occupational Safety and Health Act ("**OSHA**"), and that all persons working near the electric power lines are made aware of the inherent safety hazards associated with these lines.

Please note that this approval is based in part on the accuracy of the information you have supplied on the site plans (Attachment A). You are responsible for indicating the correct location of the DET right of way and its associated electrical structures along with the correct width of the DET easement limits.

PUBLIC

Thank you for the opportunity to work with you on this project. If you have any questions, please feel free to contact me at 386-290-4295.

Sincerely,

A handwritten signature in cursive script that reads "Amy M. Finney".

Amy M. Finney

Manager Asset Protection, Power Grid Operations Vegetation Management

Cc: Mark A. Ferrill – Duke Energy, Duke Energy Document Center – Cast Pro Database (with enclosures)  
Duke Energy Asset Protection Work Order: 45494107

Attachment "A": Referenced Site Plans, Duke Energy Use Guidelines for Encroachments involving Transmission Easements ("**UGET**"), Duke Energy "Look Up and Live" Brochure.

Attachment "A":

Referenced Site Plans:

Coastal Design Consultants  
7026 Little Rd.  
New Port Richey, FL 34654  
727-849-8010

Explorer Boulevard Roadway Extension, Explorer K-8 Site Improvements  
Spring Hill, Hernando County, Florida

1. Sheet 3; DEMOLITION PLAN (1), Job. No. 22006; Signed by Hunter P. Brown, PE 11-20-25
2. Sheet 4; DEMOLITION PLAN (2), Job. No. 22006; Signed by Hunter P. Brown, PE 11-20-25
3. Sheet 5; DEMOLITION PLAN (3), Job. No. 22006; Signed by Hunter P. Brown, PE 11-20-25
4. Sheet 9; OVERALL SITE PLAN, Job. No. 22005; Signed by Hunter P. Brown, PE 11-20-25
5. Sheet 10; OVERALL FENCE PLAN, Job. No. 22005; Signed by Hunter P. Brown, PE 11-20-25
6. Sheet 14; PLAN SHEET (3), Job. No. 22005; Signed by Hunter P. Brown, PE 11-20-25
7. Sheet 16; PLAN SHEET (4), Job. No. 22005; Signed by Hunter P. Brown, PE 11-20-25
8. Sheet 18; PLAN SHEET (5), Job. No. 22005; Signed by Hunter P. Brown, PE 11-20-25
9. Sheet 20; PLAN SHEET (6), Job. No. 22005; Signed by Hunter P. Brown, PE 11-20-25
10. Sheet 22; PLAN SHEET (7), Job. No. 22005; Signed by Hunter P. Brown, PE 11-20-25
11. Sheet 24; SCHOOL PLAN HORIZONTAL CONTROL PLAN, Job. No. 22005; Signed by Hunter P. Brown, PE 11-20-25
12. Sheet 25; SCHOOL PLAN HORIZONTAL CONTROL PLAN, Job. No. 22005; Signed by Hunter P. Brown, PE 11-20-25
13. Sheet 26; SCHOOL PLAN PAVING, GRADING, & DRAINAGE PLAN, Job. No. 22005; Signed by Hunter P. Brown, PE 11-20-25
14. Sheet 27; SCHOOL PLAN PAVING, GRADING, & DRAINAGE PLAN, Job. No. 22005; Signed by Hunter P. Brown, PE 11-20-25
15. Sheet OS-5; SIGNING & MARKING PLAN (5), Job. No. 22005; Signed by Hunter P. Brown, PE 11-20-25
16. Sheet OS-6; SIGNING & MARKING PLAN (6), Job. No. 22005; Signed by Hunter P. Brown, PE 11-20-25
17. Sheet OS-7; SIGNING & MARKING PLAN (7), Job. No. 22005; Signed by Hunter P. Brown, PE 11-20-25

Additional Notes – Conditions:

- 1. In not objecting to the use of the transmission easement for use as shown on the drawings, DET is not relinquishing any of its vegetation management rights as afforded it within its recorded easement documents
- 2. Provide the below attached Duke Energy "Look Up and Live" Brochure to all those working in proximity to the high voltage transmission power lines.
- 3. During site construction a cement barrier is required as a "Jersey" type barrier to protect any Duke Energy Progress transmission power poles which will be within 50' of any construction traffic.

# EXPLORER BOULEVARD ROADWAY EXTENSION EXPLORER K-8 SITE IMPROVEMENTS SPRING HILL, FLORIDA

COASTAL PROJECT NUMBER 22005

**CONTRACT PLANS COMPONENTS**

ROADWAY PLANS  
SIGNING AND PAVEMENT MARKING PLANS

**INDEX OF ROADWAY PLANS**

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	GENERAL NOTES
3-5	DEMOLITION PLANS
6	TYPICAL SECTION
7	PROJECT GEOMETRY
8	SUMMARY OF QUANTITIES
9	OVERALL SITE PLAN
9A	OVERALL FENCE PLAN
10-23	PLAN SHEETS & PROFILE SHEETS
24-27	SCHOOL PLAN SHEETS
28-30	CROSS SECTIONS
30-41	DRAINAGE STRUCTURES
051-057	SIGNING & MARKING PLANS
DRJ-DR4	DRAINAGE PLANS
EC-1-EC-2	SRPPP PLANS

**GOVERNING STANDARD PLANS:**

Florida Department of Transportation, FY2025-26 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fltdot.gov/design/standardplans>  
Standard Plans for Bridge Construction are included in the Structures Plans Compendium.

**GOVERNING STANDARD SPECIFICATIONS:**

Florida Department of Transportation, FY 2025-26 Standard Specifications for Road and Bridge Construction at the following website:  
<http://www.fltdot.gov/programmanagement/implemented/SpecBooks>

NOVEMBER 11, 2025

ROADWAY PLANS  
ENGINEER OF RECORD:

HUNTER P. BROWN, P.E.  
P.E. NO.: 74654  
COASTAL DESIGN CONSULTANTS INC.  
7026 LITTLE ROAD  
NEW PORT RICHEY, FL 34654  
(727) 849-8010  
FAX: (727) 849-8020  
WWW.COASTALDESIGNCONSULTANTS.COM  
CERTIFICATE OF AUTHORIZATION NO. 2372

Hunter P Brown  
Digitally signed by Hunter P Brown  
Date: 2025.11.20 13:26:26 -05'00'



PLANS PREPARED FOR:

**Coastal** Engineering Planning Surveying Environmental Transportation Construction Management

940 Candlelight Boulevard - Brooksville - Florida 34601  
(352) 785-8425 - Fax (352) 789-8355  
E#-0000142

PLANS PREPARED BY:

**COASTAL**  
DESIGN CONSULTANTS

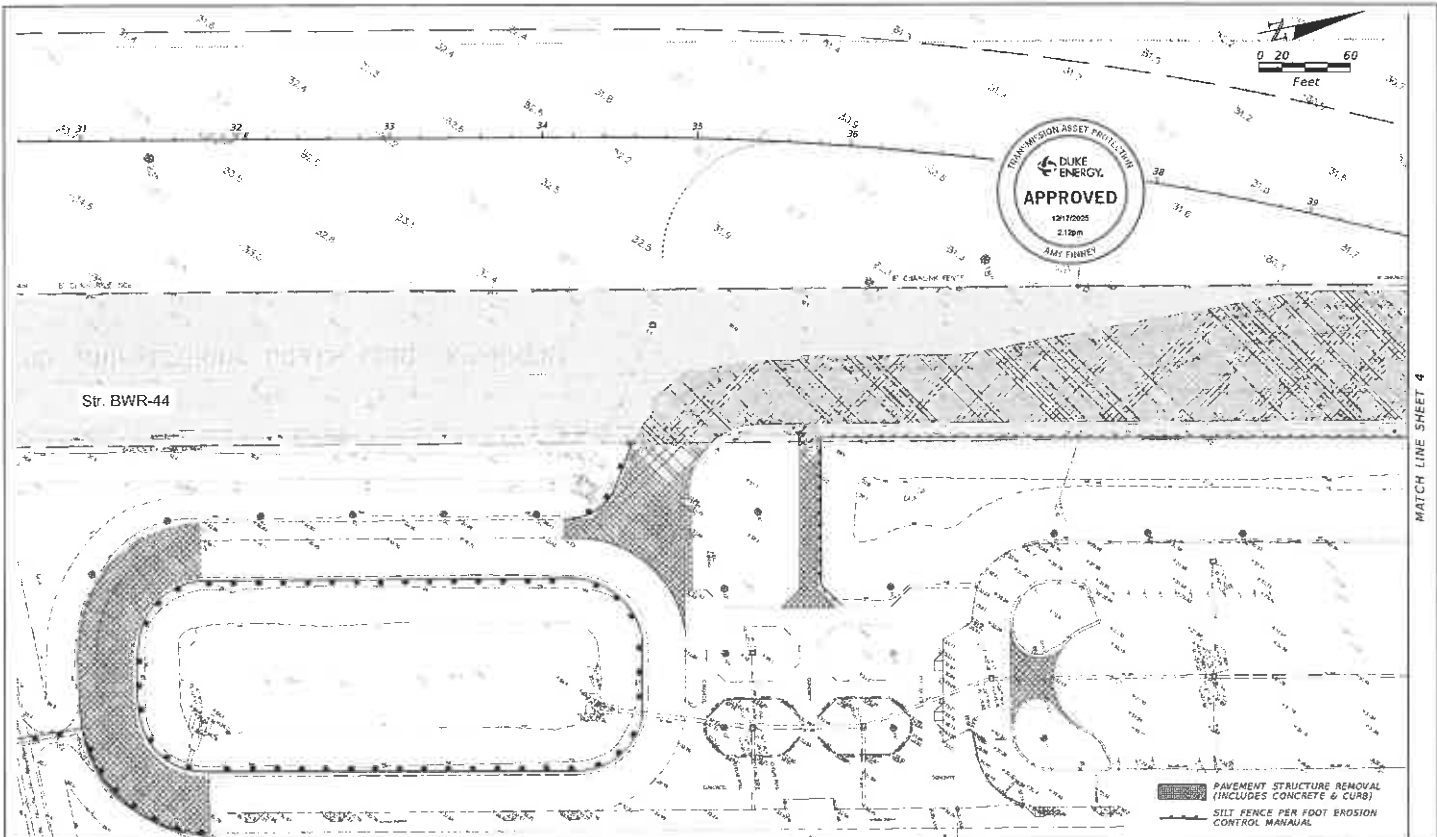
7026 LITTLE RD. NEW PORT RICHEY, FL 34654  
T: (727) 849-8010 F: (727) 849-8020  
CERTIFICATE OF AUTHORIZATION NO. 00009572

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

This seal and stamp represent digital data created by Hunter P. Brown P.E. It is the user's responsibility to verify the accuracy of the data and to ensure that the seal and stamp are not altered.

FISCAL YEAR	SHEET NO.
2025	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-33.004, F.A.C.



DATE	BY	REV. NO.	REASON

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**Coastal** Design Consultants, Inc.  
 856 Cardigan Boulevard - Brownsville - Florida 34601  
 (813) 799-8412 - Fax (813) 799-8318  
 EIR-0000142

Engineering  
 Planning  
 Surveying  
 Environmental  
 Transportation  
 Construction Management

DATE: 12/17/2025  
 TIME: 2:19 PM  
 USER: AIMEY.FINNEY

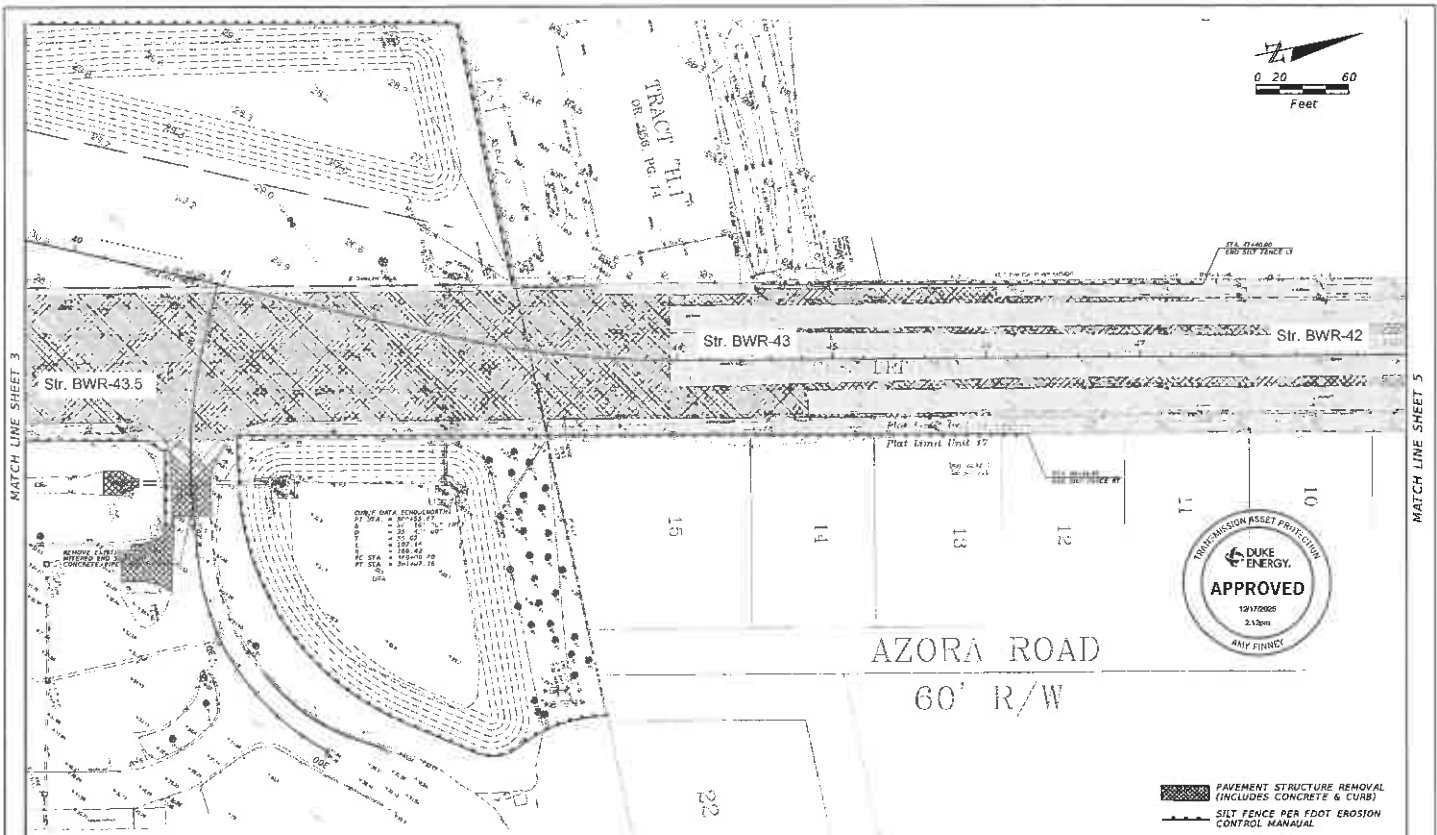
**COASTAL**  
 DESIGN CONSULTANTS

DEMOLITION PLAN (1)  
 SOMERSET BAY  
 HERNANDO COUNTY, FLORIDA

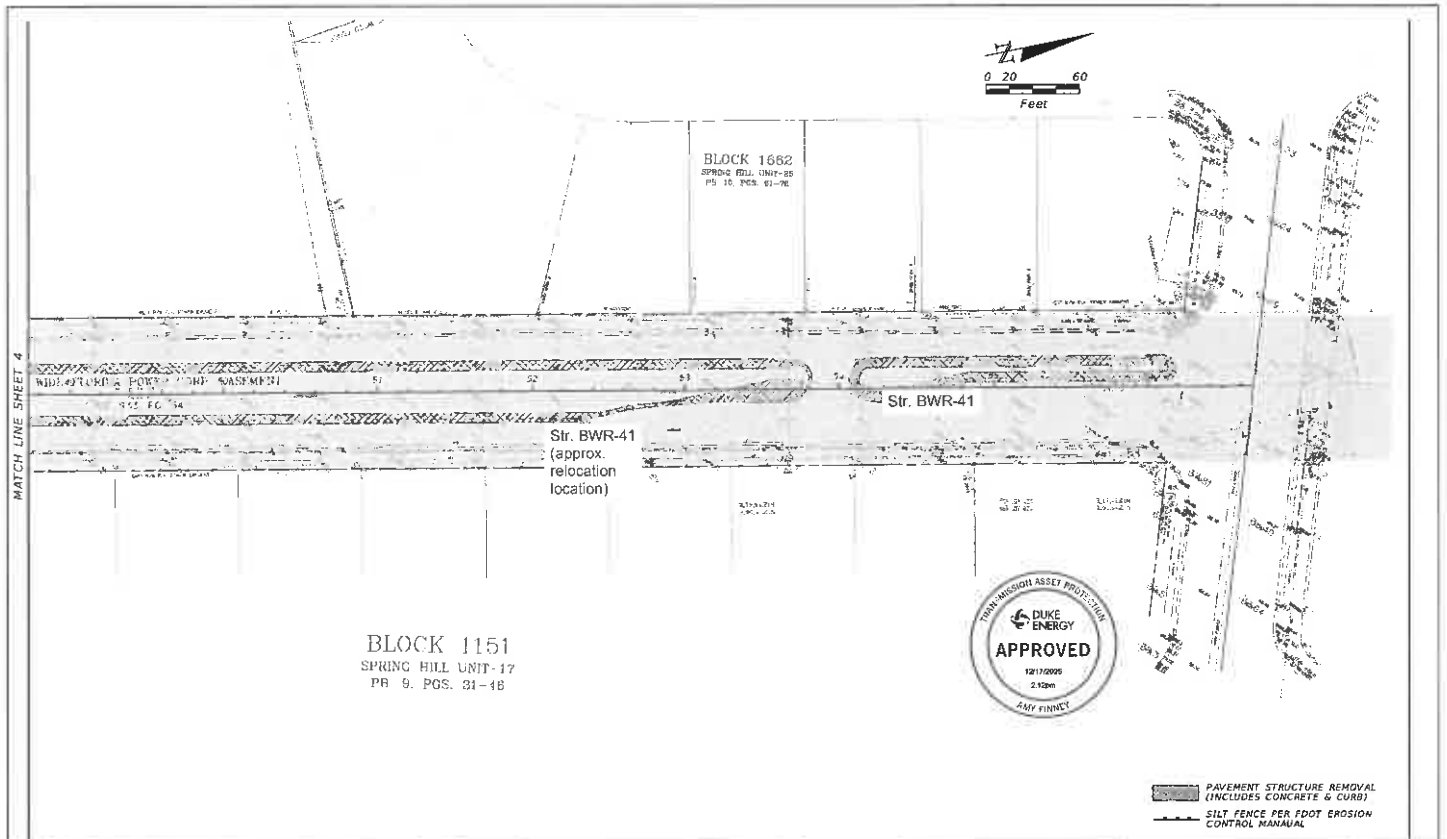
SHEET  
**3**

22026

WHEN PRINTED TO SCALE, DRAWING SIZE SHALL BE 11" X 17"



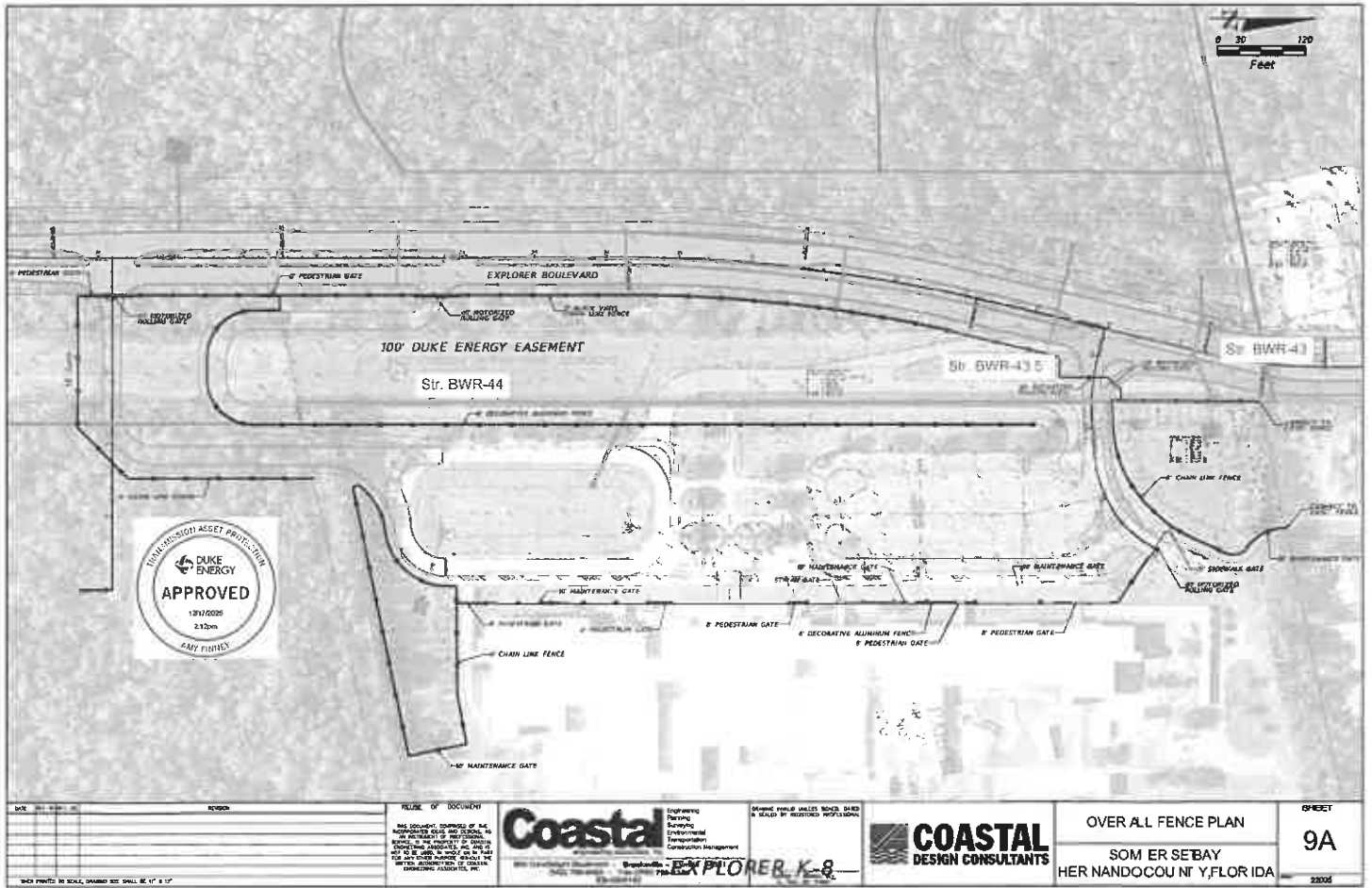
<p>DATE: 08/14/06 BY: [Signature] CHECKED BY: [Signature] SCALE: AS SHOWN SHEET NUMBER: 4 OF 4</p>	<p>REUSE OF DOCUMENT</p> <p>THIS DOCUMENT IS THE PROPERTY OF COASTAL DESIGN CONSULTANTS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF COASTAL DESIGN CONSULTANTS, INC.</p> <p><b>Coastal</b> DESIGN CONSULTANTS</p> <p>900 Centerville Boulevard Tallahassee, Florida 32301 (904) 796-0423 - Fax (904) 796-0399 ED-000142</p>	<p>ENGINEERING</p> <p>Engineering Surveying Site Planning Transportation Construction Management</p>	<p><b>COASTAL</b> DESIGN CONSULTANTS</p>	<p>DEMOLITION PLAN (2)</p> <p>SOMERSET BAY HERNANDO COUNTY, FLORIDA</p> <p>4</p> <p>2006</p>
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DATE: 12/11/05 REVISION:	REUSE OF DOCUMENT THIS DOCUMENT, COMPLETE OR PARTIAL, IS NOT TO BE REUSED IN ANY PROJECT WITHOUT THE WRITTEN PERMISSION OF COASTAL DESIGN CONSULTANTS, INC.	Engineering Planning Surveying Environmental Transportation Construction Management Inc. 888 Cambridge Boulevard - Brooksville - Florida 34601 (352) 766-8423 - Fax (352) 766-8399 88-0000142	DRAWING SHALL UNLESS NOTED, BE TO BE MADE BY REGISTERED PROFESSIONALS. JAMES P. BOYD, P.E.	DEMOLITION PLAN (3) SOMERSET BAY HERNANDO COUNTY, FLORIDA	SHEET <b>5</b> 22006
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<p>DATE: 1/21/09          NO: 01          REVISION</p>	<p>REVERSE OF DOCUMENT</p> <p>Let Documents, contracts or the instruments of service, as amended, be a part of this document. The responsibility for errors, omissions, and/or inaccuracies in this document shall be the responsibility of the user. The user shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The user shall be responsible for obtaining all necessary approvals from the appropriate authorities. The user shall be responsible for obtaining all necessary approvals from the appropriate authorities.</p> <p>060 Candlelight Boulevard • Jacksonville • Florida 32401          (904) 796-8423 • Fax: (904) 798-8358          EB-0000142</p>	<p>ENGINEERING          PLANNING          SURVEYING          CONSULTING          TRANSPORTATION          CONSTRUCTION MANAGEMENT</p>	<p>COASTAL          DESIGN CONSULTANTS</p>	<p>OVERALL SITE PLAN          SOMERSET BAY          HERNANDO COUNTY, FLORIDA</p>	<p>9          2/2009</p>
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DATE	BY	DESCRIPTION

**Coastal**  
 ENGINEERING  
 PLANNING  
 SURVEYING  
 ENVIRONMENTAL  
 TRANSPORTATION  
 CONSULTANTS

ENGINEERING  
 PLANNING  
 SURVEYING  
 ENVIRONMENTAL  
 TRANSPORTATION  
 CONSULTANTS



**OVER ALL FENCE PLAN**  
 SOM ER SE BAY  
 HER NANDO COU NT Y, FLOR IDA

**9A**  
 SHEET

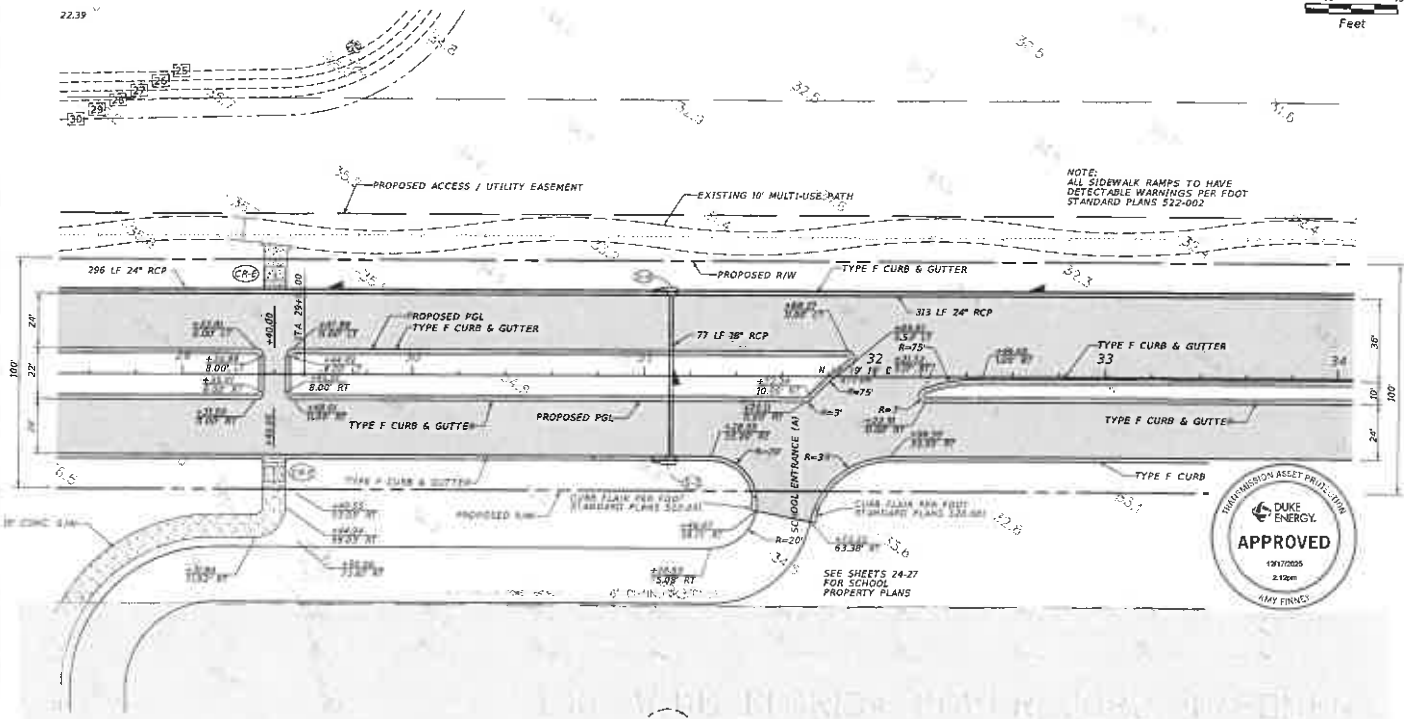
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22005



22.39

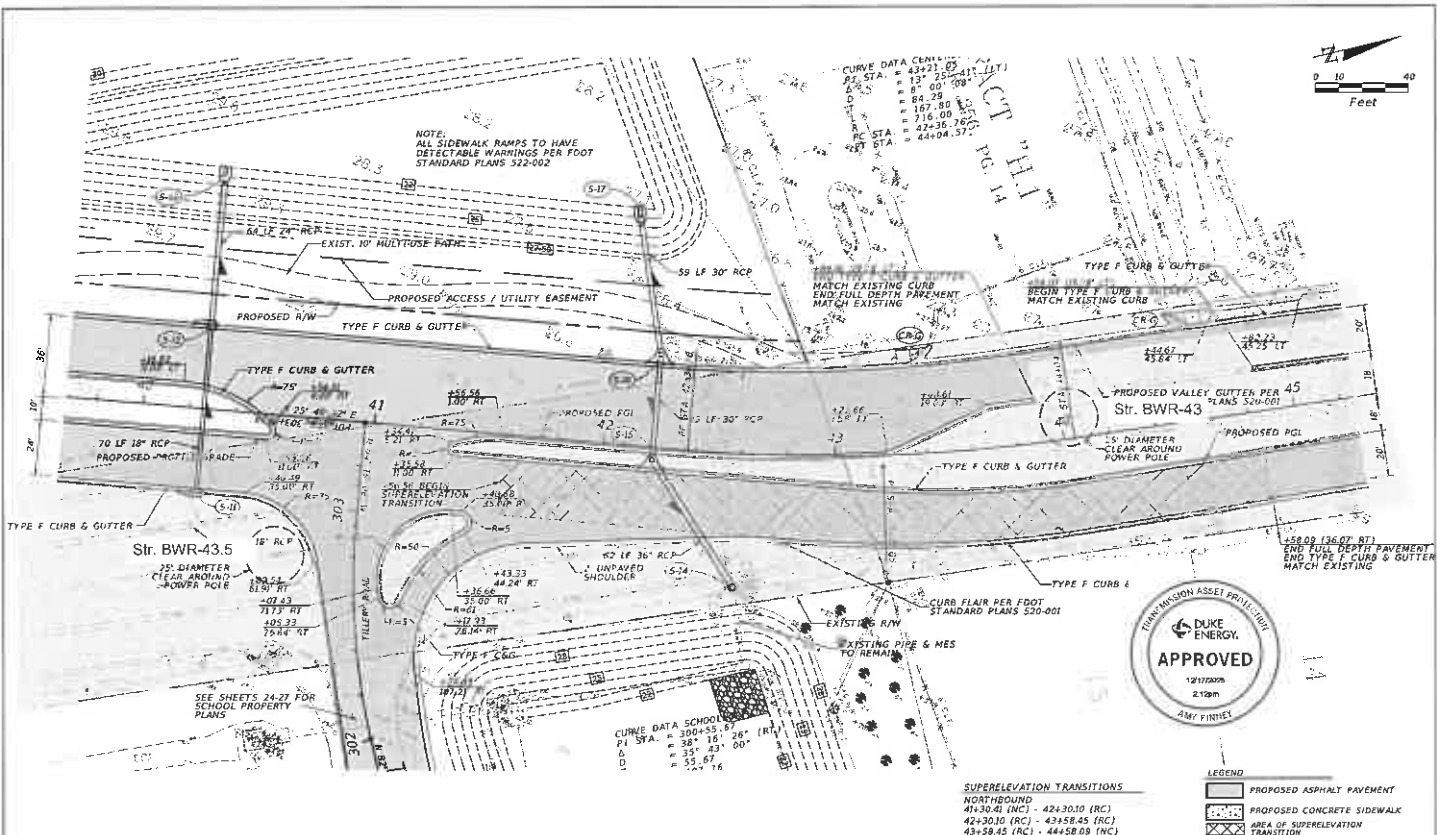
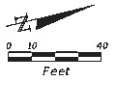
NOTE:  
ALL SIDEWALK RAMPS TO HAVE  
DETECTABLE WARNINGS PER FDOT  
STANDARD PLANS S22-002



- LEGEND
- PROPOSED ASPHALT PAVEMENT
  - PROPOSED CONCRETE SIDEWALK

<p>DATE: 07/15/25</p> <p>BY: J. FINNEY</p> <p>CHECKED: J. FINNEY</p> <p>SCALE: AS SHOWN</p>	<p>REUSE OF DOCUMENT</p> <p>THIS DOCUMENT IS THE PROPERTY OF COASTAL DESIGN CONSULTANTS, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF COASTAL DESIGN CONSULTANTS, INC.</p>	<p><b>Coastal</b></p> <p>Engineering Surveying Environmental Transportation Construction Management</p> <p>coastalinc.com</p> <p>366 Cambridge Boulevard - Brooksville - Florida 34601 (352) 796-8422 - Fax (352) 799-8399 888-0000142</p>	<p><b>COASTAL</b></p> <p>DESIGN CONSULTANTS</p>	<p>PLAN SHEET (3)</p> <p>EXPLORER BOULEVARD HERNANDO COUNTY, FLORIDA</p>	<p>SHEET</p> <p><b>14</b></p> <p>2025</p>
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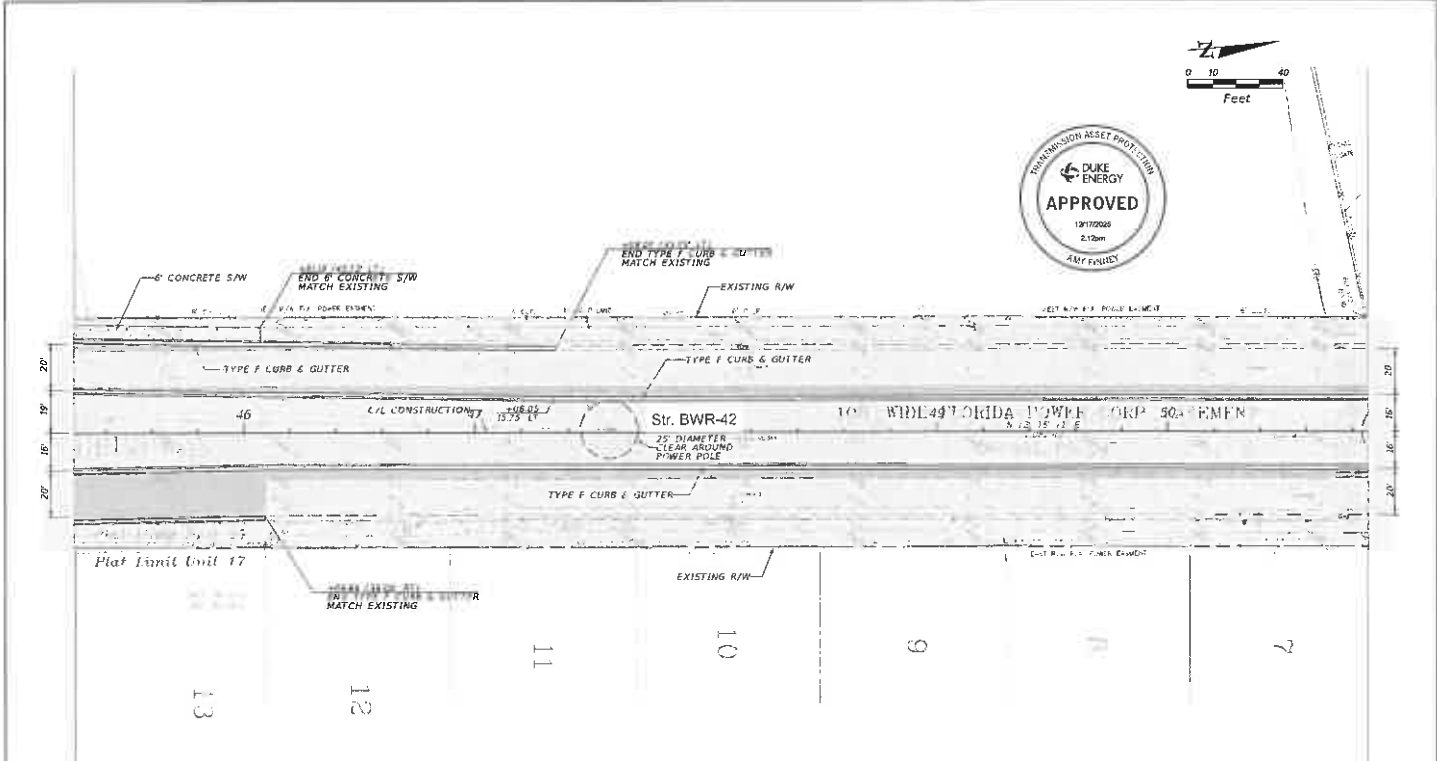
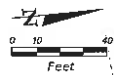


LEGEND

	PROPOSED ASPHALT PAVEMENT
	PROPOSED CONCRETE SIDEWALK
	AREA OF SUPERELEVATION TRANSITION

SUPERELEVATION TRANSITIONS  
 NORTHBOUND  
 41+30.41 (NC) - 42+30.10 (RC)  
 42+30.10 (RC) - 43+58.45 (RC)  
 43+58.45 (RC) - 44+58.09 (NC)

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LEGEND

	PROPOSED ASPHALT PAVEMENT
	PROPOSED CONCRETE SIDEWALK

DATE	BY	NO.	REVISION

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 (813) 786-9423 - Fax (813) 786-8308  
 EB-0000142

ENGINEERING BOARD LICENSE NUMBER: 0402  
 IS VALID BY REGISTERED PROFESSIONAL

REGISTERED PROFESSIONAL ENGINEER



PLAN SHEET (6)	SHEET
EXPLORER BOULEVARD HERNANDO COUNTY, FLORIDA	20
2005	2005

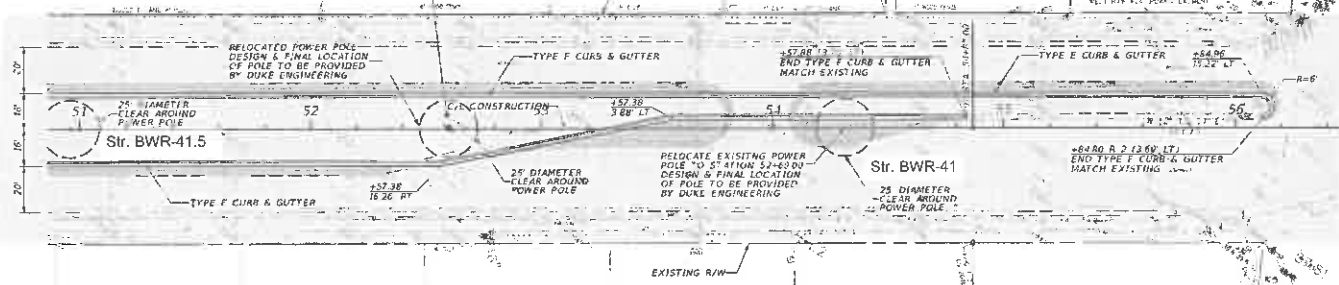
BLOCK 1682  
 SPRING HPL UNIT-25  
 PB. 10, PGS. 61-76



LOT 1      LOT 5      LOT 6      LOT 7      LOT 8      LOT 10

Str. BWR-41  
 (approximate relocation location)

EXISTING R/W



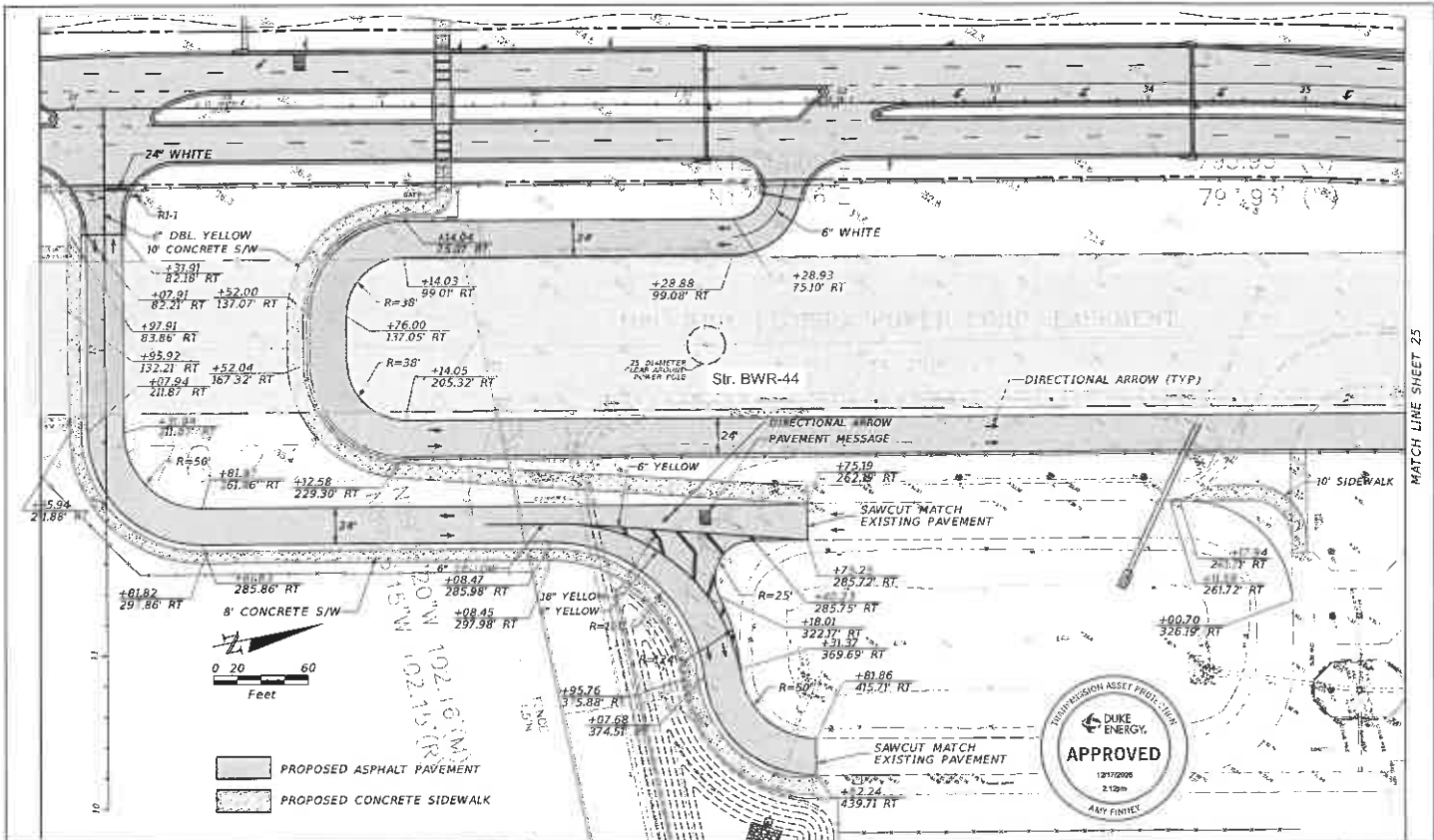
NORTH-LIFT BOULEVARD



LEGEND  
 PROPOSED ASPHALT PAVEMENT  
 PROPOSED CONCRETE SIDEWALK

DATE	BY	NO.	REVISION	REUSE OF DOCUMENT	<p>Engineering          Surveying          Professional          Transportation Management</p>	<p>ENGINEERING ASSOCIATION OF FLORIDA</p> <p>APPROVED          12/17/2020          2:12pm          ANY FINISH</p>	<p>PLAN SHEET (7)</p>	<p>22</p>
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HECK PRINTED BY SCALE (DRAWING SIZE SHALL BE 11" X 17")



MATCH LINE SHEET 25



PROPOSED ASPHALT PAVEMENT  
 PROPOSED CONCRETE SIDEWALK



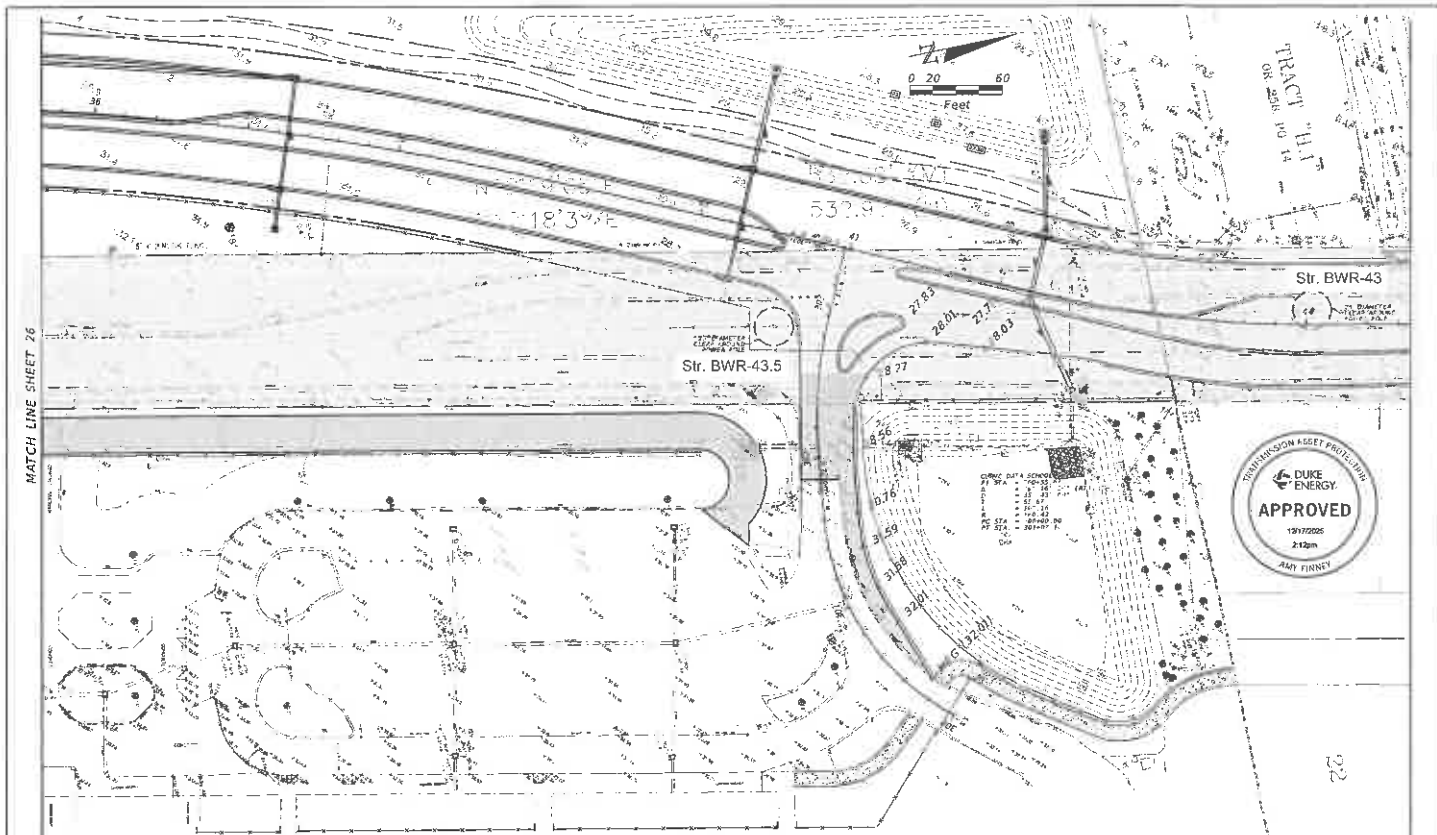
DATE	REVISED	REVISION	REUSE OF DOCUMENT THIS DOCUMENT, COMPLETE OR PARTIAL, IS THE PROPERTY OF COASTAL DESIGN CONSULTANTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF COASTAL DESIGN CONSULTANTS, INC.	<b>Coastal</b> Engineering Planning Surveying Environmental Transportation Construction Management	DRAWN: J. BROWN, P.E. CHECKED: M. JONES, P.E. IN CHARGE: R. HARRIS, P.E.	<b>COASTAL</b> DESIGN CONSULTANTS	SCHOOL PLAN HORIZONTAL CONTROL PLAN SOMERSET BAY HERNANDO COUNTY, FLORIDA	SHEET <b>24</b> OF 25
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NOTED: SEE DRAWING SET SMALL AT 1" = 30'

856 CORDON ROSS Boulevard • Southfield • Florida 34601  
 (352) 796-0423 • Fax (352) 799-4369  
 EB-0000142







MATCH LINE SHEET 26

DATE	REVISION	REVISION

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**Coastal** Engineering  
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 Environmental  
 Transportation  
 Construction Management

969 ConchoLight Boulevard - Sarasota - Florida 34201  
 (855) 798-8433 - Fax (941) 798-8358  
 ES-0000142

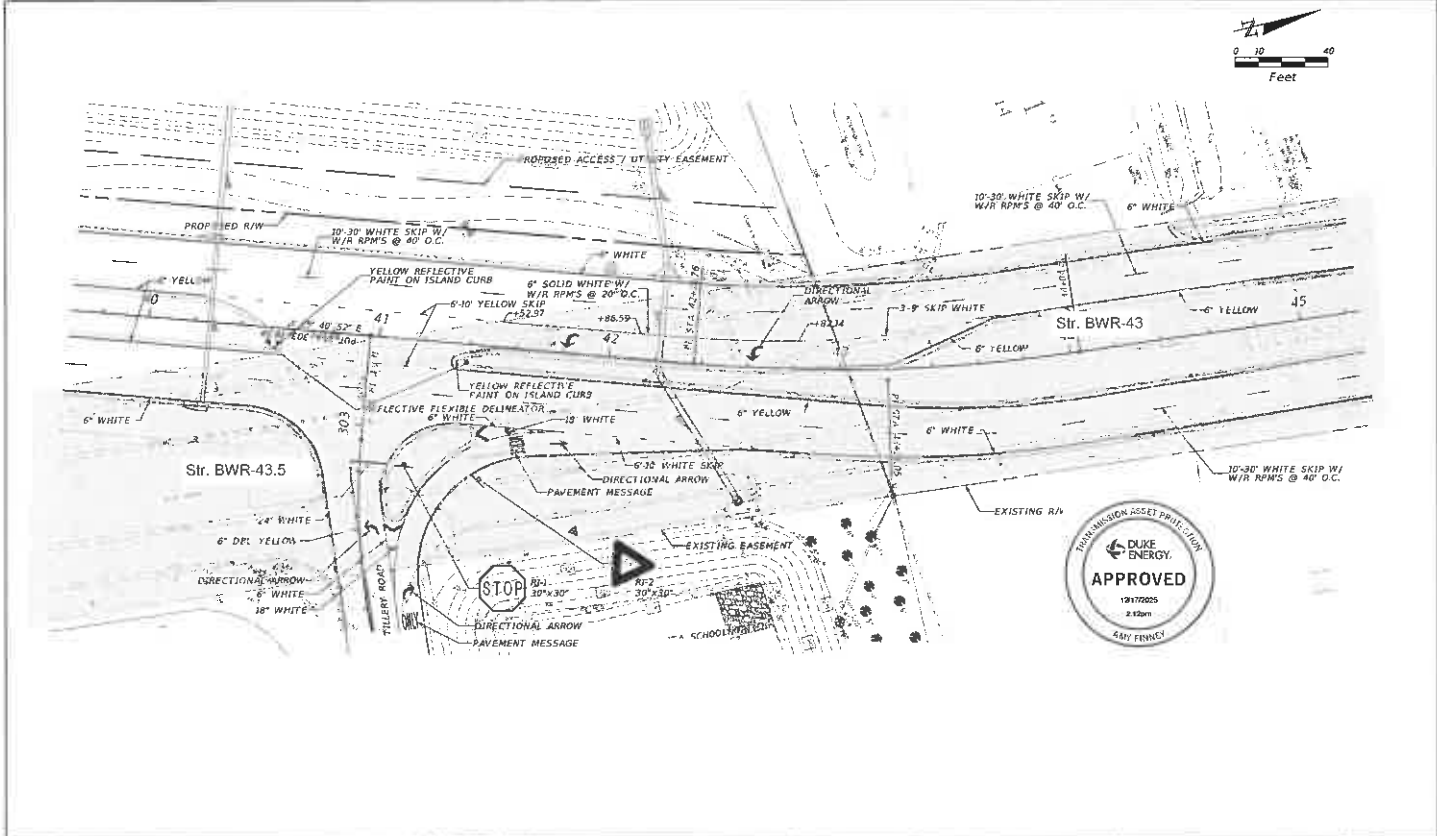
GRAPHIC RECORD ASSESSMENT, DESIGN & CONSTRUCTION MANAGEMENT

HAROLD J. BROWN, P.E.  
 FL. REG. NO. 12461

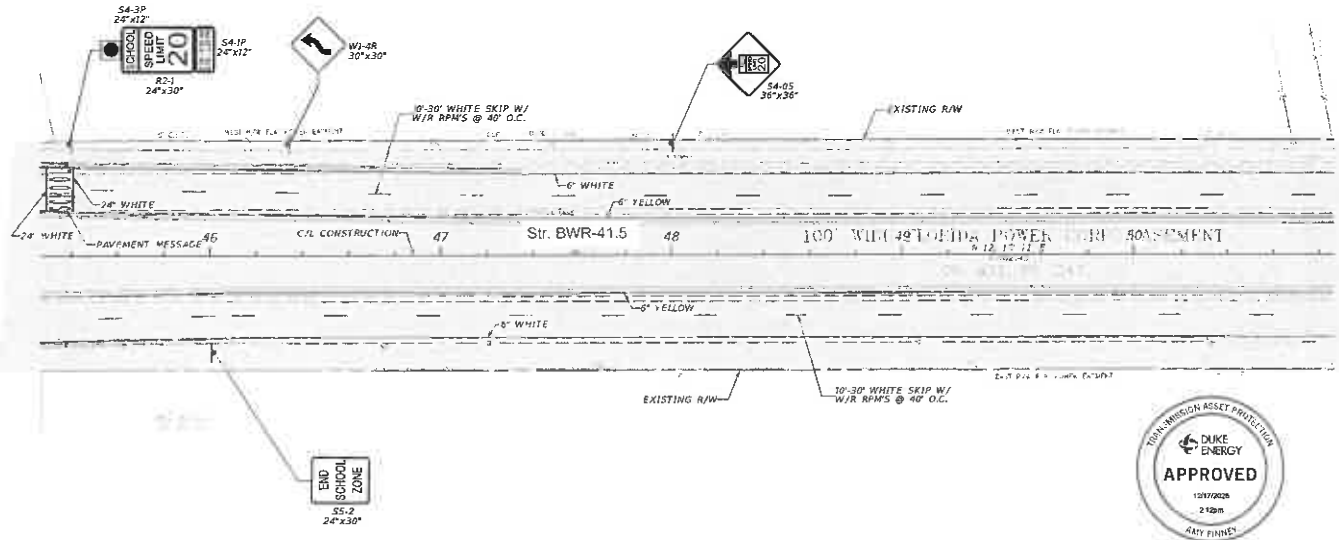
**COASTAL**  
 DESIGN CONSULTANTS

SCHOOL PLAN  
 PAVING, GRADING & DRAINAGE PLAN  
 SOMERSET BAY  
 HERNANDO COUNTY, FLORIDA

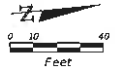
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**27**  
 22005



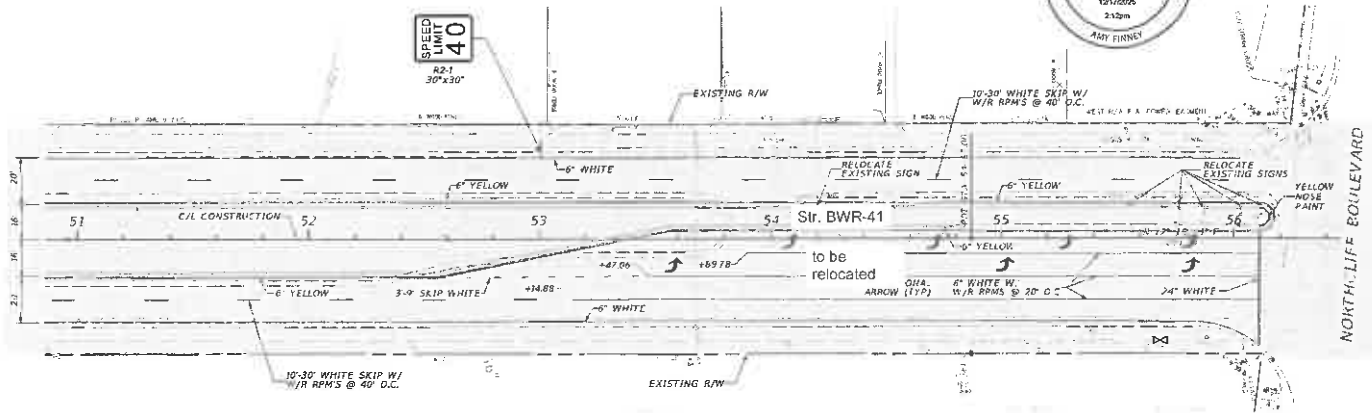
<p>DATE: 12/17/2025          TIME: 2:42 PM          DRAWN BY: EMY FENNEY          CHECKED BY: [blank]          SCALE: 1" = 40'</p>	<p>REVISIONS</p> <table border="1"> <tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	NO.	DATE	DESCRIPTION				<p>REUSE OF DOCUMENT</p> <p><b>Coastal</b> Engineering          Planning          Surveying          Environmental          Transportation          Construction Management</p> <p>986 Canalpoint Boulevard - Brooksville - Florida 34601          (352) 788-8423 - Fax (352) 788-8308          ES-0000142</p>	<p>PRINTING HOUSE: UNLESS SPECIFIC DATED &amp; SIGNED BY REGISTERED PROFESSIONAL ENGINEER</p> <p>EMY FENNEY, P.E.          12/17/2025          2:42 PM</p>	<p><b>COASTAL</b>          DESIGN CONSULTANTS</p>	<p>SIGNING &amp; MARKING PLAN (5)          EXPLORER BOULEVARD          HERNANDO COUNTY, FLORIDA</p>	<p>SHEET  <b>OS-5</b>          2005</p>
NO.	DATE	DESCRIPTION										



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DATE	REV.	REVISION															



SPEED  
LIMIT  
40  
R2-1  
30"x30"



DATE	REVISION	BY	CHKD

REUSE OF EQUIPMENT

**Coastal** Engineering  
Planning  
Design  
Environmental  
Construction  
Management

866 Candlelight Boulevard - Brooksville, Florida 34601  
(352) 766-9424 - Fax (352) 759-8339  
EO-4000142

DESIGNED UNLESS NOTED, DATED  
BY SCALE BY REGISTERED PROFESSIONAL ENGINEER

AMY FINNEY, P.E.



SIGNING & MARKING PLAN (7)

EXPLORER BOULEVARD  
HERNANDO COUNTY, FLORIDA

SHEET  
**OS-7**  
22005

## USE GUIDELINES FOR ENCROACHMENTS INVOLVING TRANSMISSION EASEMENTS

Duke Energy has a property interest called an easement (or sometimes a right-of-way) in land that you own or are considering purchasing. This easement grants Duke Energy the right to use the easement area for purposes described in the easement document that is filed and recorded in the county's recorder office. This property interest stays with the land when it is bought and sold and generally is perpetual in duration. A series of easements often form a corridor in which the transmission facilities are located and access up and down the corridor is part of the reason Duke Energy obtains these rights.

Broadly stated, easements allow Duke Energy to use another person's property to construct, operate, maintain, repair, and replace electrical facilities for the transmission of high voltage power. The landowner may continue to use the easement area so long as the use is not inconsistent with the easement document or Duke Energy's use of the easement. Any incompatible use by the landowner is called an encroachment. Where an encroachment is under construction, Duke Energy will request that it be stopped and removed; where an encroachment is already installed, Duke Energy will request that it be removed. Where a landowner fails to cooperate, Duke Energy will seek legal recourse to remove the encroachment.

Electricity is a public service and subject to state and federal regulations with which Duke Energy must comply. Any use by the landowner that does or could create regulatory issues is an encroachment. Power lines in the transmission easement are uninsulated and electricity is a dangerous instrumentality. Any landowner use that increases the danger to the landowner, the public or Duke Energy in its use of the easement is also an encroachment.

Over years of designing, constructing, operating, repairing, upgrading and maintaining electric facilities in transmission easements, Duke Energy has developed an understanding of the types of uses by landowners that do, or potentially can, interfere with the easement's purposes and Duke Energy's ability to provide safe and reliable service. This guidance, which supersedes all prior versions, provides a brief overview of types of things that do, or can, interfere with Duke Energy's easement rights and thereby create encroachments.

This overview cannot address all possible situations and is intended to provide general guidance. Please contact the Asset Protection Specialist if you have additional questions or concerns about the use of the easements. Please discuss any proposed activity in the transmission easements with Duke Energy to avoid creating an encroachment or interference. The Asset Protection Specialist can assist and help avoid a subsequent need by the landowner to revise plans or remove obstructions from the easements. Engineering plans may be required by Duke Energy to fully understand any proposed use by the landowner.

By providing these guidelines, Duke Energy does not waive any rights it has in its easements or under the law. Duke Energy's concurrence that a proposed use does not constitute an interference with its easement rights does not mean that requirements of local, county, state or federal governments or other agencies with governing authority have been met.

The following are not permitted in Duke Energy's transmission easements as they interfere with Duke Energy's use of the easements for transmission of electricity by, among other things, interfering with full use the easement, interfering with existing facilities, interfering with access to the facilities, interfering with future expansion in the easement, increasing the danger to the public or those who may be required to work in the easement, creating regulatory violations and generally, making the transmission of electricity more dangerous, costly and/or unreliable: Examples include but are not limited to:

- Permanent or temporary structures and buildings, including for example, permanent or manufactured/mobile homes (and home additions and extensions), garages, sheds, satellite systems, intersections, cul-de-sacs, entrances, streets, swimming pools (any associated equipment and decking), playground equipment, graves, billboards, dumpsters, signs, wells, deer stands, retaining walls, septic systems or tanks (whether above or below ground).
- Mounding or stockpiling any material, such as spoils, dirt, logs, construction or building material, wrecked or disabled vehicles, (e.g. may create clearance and access issues and/or increases dangers in using the easement).
- Transformers, telephone/cable pedestals and associated equipment (unless specifically addressed in a joint use agreement), fire hydrants, manholes, water valves, water meters, backflow preventers & irrigation heads, (e.g. may increase the likelihood of safety hazards & access issues).

- Attachments to Duke Energy structures in the easement; (unless specifically addressed in a joint use agreement).
- Streets, roads, driveways, sewer/water lines, other utility lines or any underground facilities that run in parallel to the centerline in the easement or cross in one contiguous segment from outside edge of easement to opposing outside edge of easement, at any angle that is less than 30 degrees or greater than 90 degrees as measured from the centerline. No portion of such facility shall be located within 25 feet of Duke Energy's facilities (unless specifically addressed in a joint use agreement.)
- Fences or utilities that cross the easement in multiple segments in a non-continuous alignment from outside edge of easement to opposing outside edge of easement at any angle of less than 30 degrees or greater than 90 degrees as measured from the centerline. This generally creates an interference as the ability to access and utilize the full easement and reach facilities in the easement is substantially impaired. If a fence crosses the easement at an angle greater than or equal to 30 degrees and less than or equal to 90 degrees with the centerline, a gate (16 feet wide at each crossing) shall be installed by the landowner, per Duke Energy's specifications. Duke Energy will supply a lock. The landowner is required to install the Duke Energy lock on the gate to ensure access. The lock can be interlocked with the landowner's lock. Fences and gates that exceed 10 feet in height are prohibited because they create a clearance issue and are an interference. Fences that inhibit Duke Energy's access because they lack a gate that is at least 16 feet wide, interfere with Duke Energy's easement use.
- Grading (cuts or fill) in the easement that is closer than 25 feet to transmission facilities i.e. poles, towers, guys and anchors and/or slopes greater than 4:1 no matter where located or that otherwise change clearances or topography.
- Parking or lighting facilities which affect clearances, access or Duke Energy's ability to make full use of its easement.
- Placement of combustible materials and/or the purposeful burning of anything within the easement are inconsistent with electric facilities, the transmission of power and create safety hazards and system reliability issues.
- Any water feature in the easement, such as a detention and retention pond, stream or lake. Where a structure outside the easement causes erosion or directs storm water toward the easement or the electric facilities or access to or around the electric facilities, such structure will interfere with Duke Energy's use and must be altered to eliminate that effect.
- Incompatible vegetation above ground transmission lines - Vegetation within or outside of the transmission easement that will mature to a height or size that will pose a grow-in, fall-in, or blowing-together threat to the transmission conductor (typical maximum mature height greater than 15 feet within the transmission easement depending on location and voltage).
- Incompatible vegetation underground transmission lines - Vegetation within or outside of the transmission easement that is capable of posing a threat (e.g., root systems, etc.) to the underground transmission conductor by a) causing damage to the underground pipes / cables or b) reducing the moisture in the soil, thus altering the thermal properties of the surrounding soil / backfill and thereby negatively impacting the cable ampacity rating (typical maximum mature height within the easement - greater than 3 feet depending on location and voltage).
- Incompatible vegetation for safe and reliable operation and access on all transmission lines - Vegetation that will limit or block access, limit the safe and reliable operation, emergency restoration, or maintenance of the transmission facilities, limit the full use of the transmission easement for its intended purposes or vegetation which is typically within a horizontal distance of 25 feet of any Duke Energy facilities (towers, poles, guy wires, guy anchors, manholes, dip-poles, substation equipment, etc.).

As discussed, these guidelines are not exhaustive and there may be other interferences on a case-by-case basis depending on individual circumstances. Certain conditions such as line voltage, line criticality, frequency of required access and structure type may require heightened restrictions in the easements to provide safe and reliable service.

If you have additional questions or plan any activity not mentioned above, please contact customer service and ask for your local Transmission Asset Protection Specialist.



### Your safety is our priority

We have a goal at Duke Energy – to eliminate injury and death from needless power line contacts. We want to provide you with the information you need to stay safe at work.

### Important OSHA minimum approach regulation

The following table is from OSHA 1910.333 and applies to nonqualified persons working in proximity to energized power lines. The minimum approach distance is to be maintained for nonqualified workers. When using equipment classified as a crane or derrick, OSHA 29 CFR 1926.1407-1411 must be followed.

OSHA 1910.333 Table A - Nonqualified Person Minimum Approach Distances	
Voltage (kV)	Minimum Approach Distance (Feet)
Up to 1.0 kV	10 Feet
5.0 kV up to 20.0 kV	15 Feet
20.0 kV up to 50.0 kV	20 Feet
50.0 kV to 500.0 kV	25 Feet
500.0 kV to 750.0 kV	35 Feet

### Important OSHA crane regulation

Cranes and derricks near transmission power lines – OSHA 29 CFR 1926.1407-1411

This regulation applies to power-operated equipment used in construction that can hoist, lower and horizontally move a suspended load. Such equipment includes, but is not limited to:

If any part of equipment, load line or load could get closer than 20 feet to less than 350 kV power lines or 50 feet for greater than 350 kV power lines, you must speak with a Duke Energy representative before beginning work.

Such equipment includes, but is not limited to:

- Articulating cranes (such as knuckle boom cranes)
- Floating cranes
- Locomotive cranes
- Multipurpose machines when configured to hoist and lower (by means of a winch or hook) and horizontally move a suspended load
- Industrial cranes (such as carry deck cranes)
- Pedestal cranes
- Straddle cranes
- Derricks
- Overhead bridge and gantry cranes NOT permanently installed
- Crawler cranes
- Cranes on barges
- Side boom tractors
- Base-mounted drum hoists only when used with derricks
- Tower cranes
- Portal cranes
- Service/mechanic trucks with a hoisting device
- Dedicated pile drivers
- Mobile cranes (such as wheel-mounted, rough-terrain, all-terrain, commercial truck-mounted and boom truck cranes)
- Variations of these types of equipment



### Look up and live. Working around high-voltage transmission lines



Know how to protect yourself, your crew and the public when working around transmission lines.

### Contact us

For more information, please visit [duke-energy.com/safety](http://duke-energy.com/safety) or call:

Duke Energy Carolinas  
800.777.9898 or 800.POWERON

Duke Energy Indiana  
800.521.2232

Duke Energy Kentucky or Ohio  
800.544.6900

Duke Energy Progress  
800.452.2777

Duke Energy Florida  
800.700.8744

Duke Energy cares about your safety. This brochure contains important information for:

- Anyone working around power lines
- Grading contractors
- Forklift operators
- Crane operators
- Developers (residential, commercial, industrial)
- Architects and engineers
- Dump truck operators

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