

This instrument prepared by:
Bruce C. Crawford, Esquire
10901 Danka Circle, Suite C
Saint Petersburg, FL 33716

SUBORDINATION OF EASEMENT AGREEMENT

THIS SUBORDINATION OF EASEMENT AGREEMENT by and between LAKE COUNTY, a political subdivision of the State of Florida, whose address is 315 West Main St., P.O. Box 7800, Tavares, Florida 32778-7800, hereinafter called the "County", and DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a Duke Energy, whose address is 299 First Avenue North, Saint Petersburg, Florida 33702, hereinafter called the "Utility".

RECITALS:

WHEREAS, the Utility presently has a perpetual easement for the transmission and distribution of electricity recorded in the public records of Lake County in Official Records Book 4945 Pages 893-907 (hereinafter the "Easement"), encumbering certain lands that are proposed for public road right-of-way purposes, to be known as Bradicks Way; and

WHEREAS, the proposed use of these lands for public road right-of-way purposes will require subordination of the interests claimed in such lands under the Easement by the Utility to the County; and

WHEREAS, the Utility has the authority to subordinate its interests under the Easement as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.
2. **Subordination.** The Utility subordinates to the County, its successors and assigns, any and all of its interests in the Easement, only to the extent its encumbers property in the lands specifically depicted and described as follows, to wit (hereinafter referred to as the "lands"):

[See Exhibit "A", attached hereto and incorporated by reference herein]

3. **Reservation of Rights.** The Utility reserves the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate facilities on, within and upon the lands described herein in accordance with the State of Florida Department of Transportation's, hereinafter called the "FDOT", current minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time the Agreement is executed. Any new construction or relocation of facilities within the

lands will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust or relocate its facilities located within the above-described lands in connection with this subordination or at any time in the future, the County hereby agrees to pay the cost of such alteration, adjustment or relocation.

4. **Relocation of Easement.** Should the County require the Utility to alter, remove, adjust, or relocate its facilities located within any portion of the above-described lands, the County hereby agrees to pay the direct costs of such alteration, adjustment, relocation or removal, including but not limited to the cost of acquiring appropriate replacement easement(s) as necessary to cover the relocated facilities. Any relocation, adjustment, alteration or removal of the Utility's facilities not required by the County shall be performed at the Utility's sole cost and expense.
5. **Maintenance Access by the Utility.**
 - a. The Utility shall retain the reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 3 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that the exercise of such rights does not interfere with the operation and safety of the proposed road right-of-way.
 - b. In the exercise of the rights and privileges under Paragraphs 3 and 5(a) above, the Utility shall not damage or disturb any improvements located outside of the Easement and, upon completion of any work, shall repair and restore any damage to the County's property, right-of-way or improvements to the satisfaction of the County. The Utility shall be responsible for the proper construction, operation, maintenance and repair of the facilities installed and maintained by the Utility, and the County shall assume no responsibility or liability for the maintenance, repair or safe operation of such facilities. All entries upon property owned by the County by the Utility, its employees, agents and contractors, shall be at the Utility's risk and expense. The Utility shall agree to indemnify the County against any loss or damage directly resulting from the Utility's exercise of its rights outlined in Paragraphs 3 and 5(a) above.
6. **Non-Interference with Facilities.** The County covenants not to interfere with the Utility's facilities within the Easement on the above-described lands.
7. **Notice of Construction.** Except in case of emergency, the County shall give a minimum of forty-eight (48) hours notice to the Utility's local office prior to the commencement of any construction over the Utility's Easement in the above-described lands. In emergency situations, County shall notify the Utility's office as soon as possible.

8. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be interpreted under the laws of Florida. This Agreement is intended to be performed in accordance with, and only to the extent permitted by law, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason any to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected but rather shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the County, through its Board of County Commissioners, signing by and through its Chairman, has executed this agreement on the day and year below written.

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

Gary J. Cooney, Clerk
Board of County Commissioners
Lake County, Florida

Timothy I. Sullivan, Chairman

This _____ of _____, 20____

Approved as to form and legality:

Melanie Marsh, County Attorney

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, by its proper officer thereunto duly authorized, the day and year first above written.

Witnesses:

DUKE ENERGY FLORIDA, LLC,
a Florida limited liability company
d/b/a Duke Energy

[Signature]
Signature

Print Name Sam Evans

[Signature]
Signature

Print Name Brian Cochran

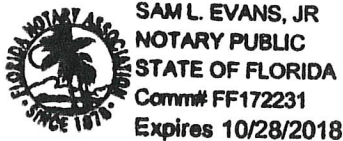
By: [Signature]
Kris Tietig- Manager, Land Services- Florida
Region



STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 14 day of JUNE, 2018, by Kris Tietig, as Manager, Land Services- Florida Region of Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy, on behalf of the Company, who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public
My Commission expires:



LEGAL DESCRIPTION

A STRIP OF LAND LYING IN SECTION 14, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING A PORTION OF THAT CERTAIN UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4945, PAGE 893 OF SAID PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE RUN SOUTH 00°21'52" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14 FOR A DISTANCE OF 529.93 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°49'58" EAST FOR A DISTANCE OF 27.78 FEET; THENCE RUN SOUTH 57°17'29" WEST FOR A DISTANCE OF 33.14 FEET TO SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 14; THENCE RUN NORTH 00°21'52" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 17.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.01 ACRES OR 241 SQUARE FEET MORE OR LESS.

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH



**ALLEN
&
COMPANY**

Professional Surveyors & Engineers

16 EAST PLANT STREET
Winter Garden, Florida 34787 • (407) 634-5355

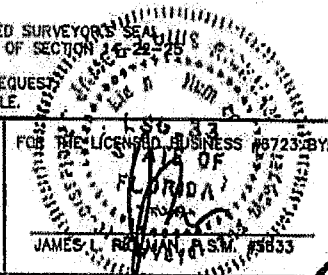
SURVEYOR'S NOTES:

SK 9

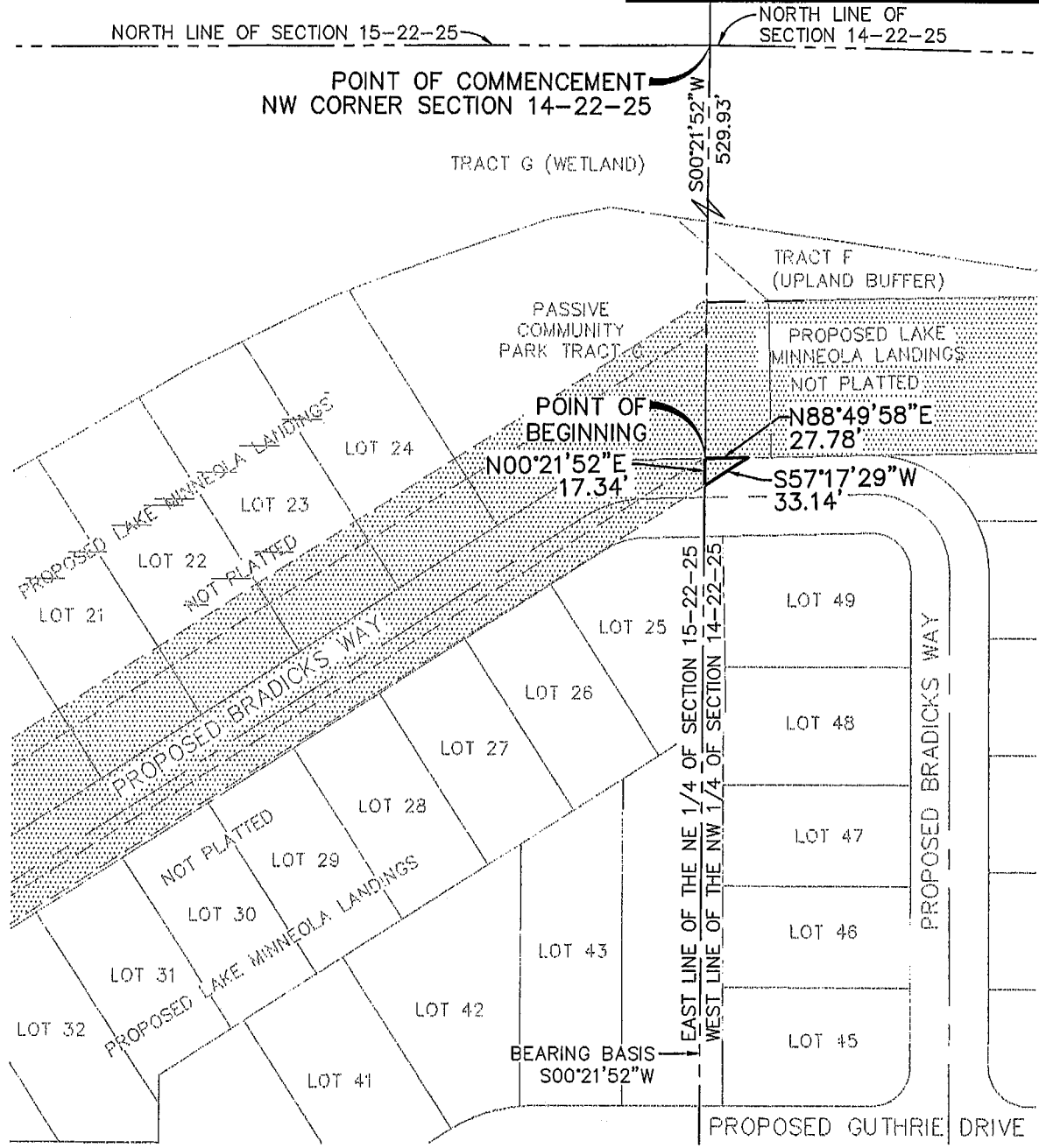
1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NW 1/4 OF SECTION 14-22-25 AS BEING SOUTH 00°21'52" WEST.
4. THE DELINEATION OF THE LANDS SHOWN HEREON ARE PER THE CLIENT'S REQUEST.
5. THE SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.

JOB NO. 20180586
DATE: 5/10/2018
SCALE: 1" = 100 FEET
FIELD BY: N/A

CALCULATED BY: JDS
DRAWN BY: BRH
CHECKED BY: MR




SKETCH OF DESCRIPTION



16 EAST PLANT STREET
Winter Garden, Florida 34787 * (407) 654-5355

LEGEND

 DUKE ENERGY EASEMENT
OFFICIAL RECORD BOOK 4945, PAGE 893

SK 9
SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION

JOB NO. 20160586
DATE: 5/10/2018
SCALE: 1" = 100 FEET
DRAWN BY: N/A

CALCULATED BY: JDS
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CHECKED BY: MR