



Duke Energy
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May 29, 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

Re: Duke Energy Transmission ("**DET**") Easement Plan Review **Conditional Approval**
Project: Explorer Blvd. Improvement Project 60% Construction Plans – Duke Energy **WO # XXXXXXXX**
Line: BWR-1 Brooksville West – Hudson 115kV (BWR-1) structures BWR-41 ½, BWR-41, BWR-40 1/2

This office has reviewed the proposed EXPLORER BOULEVARD IMPROVEMENT PROJECT 60% CONSTRUCTION PLANS ("**The Plans**") and conditions as attached herein in Exhibits "A", "B", "C" and "D". We find the plans as shown on the referenced drawings to be acceptable with consideration to this specific location, and all conditions referenced herein. Therefore, Duke Energy Transmission ("**DET**"), insofar as its rights are concerned, approves "**In Concept**" the use of its noted easement area for the Explorer Boulevard Roadway as shown in the plans, subject to the conditions detailed herein. This conditional approval and the future final approval is subject to DET's receipt and review of final plans stamped and signed by a licensed-professional engineer, that show the same improvements to DET's easement area and meet all the conditions detailed herein prior to construction start. At that time, a final "Letter of No Objection" shall be issued prior to construction start given all conditions detailed herein are met. This final letter shall be issued within thirty (30) days of notification by the owner that all permits and governmental approvals have been obtained. This final letter shall not be unreasonably withheld, provided there have been no incompatible design changes to the plans herein contained in Exhibit "A".

In summary, Duke Energy's conditional approval is based on the following conditions, of which for this project and only this project, only the exceptions noted in this document supersede the use guidelines :

- 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.
- 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 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 their 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 subject to the paramount right of DET at all times to make use of its entire easement area for the construction, maintenance, reconstruction, and operation of electric lines, notwithstanding any and all pre-existing encroachment agreement(s) associated with the development area.
- 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 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: We have not reviewed, and therefore have not conditionally approved, any plans other than Exhibit "A" .:

- Any and all incompatible design changes to any drawings that involve the transmission easements must be reviewed by DET.
- In accordance with Exhibit "A", "B", "C", and "D" proper clearances must be maintained at all times. If any transmission line modification by DET is required to maintain proper clearances, the cost will be the responsibility of the owner. Any such line modifications must be approved, scheduled and paid for in accordance with the Utility Relocation Agreement (URA), through DET in advance of the project start date.
- To avoid obstructions and interferences all current and future property owners should adhere to the most current version of the DET Use Guidelines for Encroachments involving Transmission Easements.
- DET heavy equipment access must not be restricted during this project due to grading or 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 transmission easement as specified in the recorded agreements. Any damages to the transmission lines or its associated structures, and claims caused by the damage, is the responsibility of the owner. It is the responsibility of the owners 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 plans (Exhibit "A"). You are responsible for indicating the correct location of the DET easement and its associated electrical structures along with the correct width of the DET easement limits.

At the time DET issues the final "Letter of No Objection" based upon approvable 100% final plans stamped and signed by a licensed-professional engineer that show the same improvements to DET's easement area as the 60% conditional plans as noted in Exhibit "A" prior to construction start given all conditions detailed herein are met, said final "Letter of No Objection" letter shall hereby supersede and replace the previously approved encroachment agreement governing the predecessor Hernando County School Board "Road Right of Way for Public School Access" which is recorded at Official Records Book 2479 Pages 1084-1130 of the public records Hernando County, Florida (the "Encroachment Agreement"). The proposed Explorer Blvd. right-of-way depicted in the attached Exhibit "A" reflects the updated 2025 successor road design plans which, when final, shall replace the original right of way design plans approved in 2007 under the Encroachment Agreement. The Encroachment Agreement shall then be terminated and all conditions and terms contained therein shall therefore be null and void.

Thank you for your cooperation. If you have any questions, please feel free to contact me at 386-290-4295.

Sincerely,

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)

Exhibit "A": Referenced Site Plans

Exhibit "B": Duke Energy Use Guidelines for Encroachments Involving Transmission Easements ("**U**GET")

Exhibit "C": Duke Energy "Look Up and Live" Brochure.

Exhibit "D": Duke Energy Utility Relocation Agreement (URA).

EXHIBIT "A"

[SITE PLANS ATTACHED HERE]

EXHIBIT “B”

Duke Energy Use Guidelines for Encroachments involving Transmission Easements (“**UGET**”)

EXHIBIT "C"

Duke Energy "Look Up and Live" Brochure

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EXHIBIT "D"

Duke Energy Utility Relocation Agreement (URA)

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