

Prepared by and Return to:  
Investors Title & Settlement Services  
Jeffrey D. Fishman  
413 S. MacDill Avenue  
Tampa, Florida 33609-3036  
Our File Number: 2023-1011

**For official use by Clerk's office only**

# CORPORATE WARRANTY DEED

STATE OF Florida )  
COUNTY OF Pinellas )  
 )

This Indenture, made this **28th day of February, 2023** A.D.

Between **Orange State Steel Construction, Inc.** whose post office address is: **6201 80th Avenue North, Pinellas Park, Florida 33781** a corporation existing under the laws of the State of **Florida**, Grantor and **City of Pinellas Park, a Florida municipal corporation** whose post office address is: **5141 78th Avenue North, Pinellas Park, Florida 33781**, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Pinellas, State of Florida, to wit:

**Lot 1, PINELLAS PARK INDUSTRIES, according to map or plat thereof as recorded in Plat Book 64, Page 5 of the Public Records of Pinellas County, Florida, TOGETHER WITH the South 1/2 of vacated Private Right-of-Way adjacent on the North per Official Record Book 13580, Page 895 and the West 15 feet of of the vacated 62nd Street N Right-of-Way adjacent on the East per Official Record Book 18995, Page 1593, of the Public Records of Pinellas County, Florida.**

Subject to taxes for the current year, covenants, restrictions and easements of record, if any and permitted exceptions as attached in "Exhibit A".

Parcel Identification Number: **29-30-16-71168-000-0010**

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, first party has signed and sealed these present the date set forth on February 28, 2023.

*Signed, sealed and delivered in the presence of:*

Orange State Steel Construction, Inc.

\_\_\_\_\_  
Witness signature

By: \_\_\_\_\_

Print Name: Rex A Joyner

Title: President

\_\_\_\_\_  
Print witness name

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Print witness name

(Corporate Seal)

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of physical presence, this \_\_\_\_\_ day of February, 2023 by Rex A Joyner, President of Orange State Steel Construction, Inc. who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Seal

**"EXHIBIT A"**  
**PERMITTED EXCEPTIONS**

1. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.
2. Terms, conditions, declarations, uses, options, leases, agreements, easements, covenants and restrictions as shown in Declaration of Covenants, Conditions and Restrictions for PINELLAS PARK INDUSTRIES recorded in Plat Book 64, Page 5 of the Public Records of Pinellas County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
3. Easement granted to Florida Power Corporation as recorded in Official Records Book 5643, Page 625 of the Public Records of Pinellas County, Florida.
4. Easement granted to Duke Energy Florida, Inc., d/b/a Duke Energy, as recorded in Official Records Book 18972, Page 1454 of the Public Records of Pinellas County, Florida.
5. Easement for Ingress-Egress and Utility Easement granted to City of Pinellas Park as recorded in Official Records Book 18965, Page 2562 of the Public Records of Pinellas County, Florida.
6. Easement granted to Duke Energy Florida, Inc., d/b/a Duke Energy as recorded in Official Records Book 18972, Page 1491 of the Public Records of Pinellas County, Florida.
7. Perpetual Easement for utility, drainage and access purposes retained by the City of Pinellas Park, Florida as recorded in Official Records Book 18995, Page 1593 of the Public Records of Pinellas County, Florida.
8. Easement for Ingress-Egress and Utility Easement granted to City of Pinellas Park as recorded in Official Records Book 19078, Page 354 of the Public Records of Pinellas County, Florida.
9. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
10. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village, or port authority for unpaid service charges for service by any water systems, sewer systems or gas systems serving the lands described herein.



*First American Title™*

## ALTA Commitment for Title Insurance

ISSUED BY

**Investors Title & Settlement Services** as issuing agent  
for First American Title Insurance Company

# Schedule A

### **Transaction Identification Data for reference only:**

Issuing Agent: Investors Title & Settlement Services

Issuing Office: 413 S. MacDill Avenue, Tampa, Florida  
33609-3036

ALTA Universal ID: 107560

Loan ID Number:

Commitment Number:

Issuing Office File Number: 2023-1011

Property Address: 6201 80th Avenue North, Pinellas Park, Florida 33781

Revision Number: 1

### **SCHEDULE A**

1. Commitment Date: December 28, 2022 at 12:00: AM
2. Policy to be issued:
  - (a) XXX 2006 ALTA® Owner's Policy  
Proposed Insured: **City of Pinellas Park**  
Proposed Policy Amount: **\$900,000.00**
  - (b) ☐ 2006 ALTA® Loan Policy  
Proposed Insured:  
Proposed Policy Amount:
  - (c) ☐  
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is: **Fee Simple**
4. Title to the estate or interest in the Land is at the Commitment Date vested in: **Orange State Steel Erection, Inc.**
5. The Land is described as follows:

**See Exhibit "A" attached.**

**Investors Title & Settlement Services**

By: \_\_\_\_\_

**Authorized Signatory**


*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I – Requirements, and Schedule B, Part II – Exceptions.*

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY ISSUED BY  <b>Investors Title &amp; Settlement Services as issuing agent for First American Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	

#### **SCHEDULE B-I**

#### **Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. **Warranty Deed from Orange State Steel Construction, Inc., a Florida Corporation, f/k/a Orange State Steel Erection, Inc. to City of Pinellas Park, a Florida municipal corporation conveying the property as described in Schedule A of this Commitment.**
5. **Satisfactory proof, acceptable to the company, must be furnished showing the following corporation(s) to be existing and in good standing under the laws of the State of incorporation: Orange State Steel Construction, Inc.**
6. **Receipt and review of Affidavit(s) in recordable form properly executed by the seller(s) and/or mortgagor(s) evidencing no other parties in possession, no claims or rights to a lien for services, labor or materials in connection with any repairs, alterations or improvements on the subject property, any adverse claims, no pending claims or court cases, or other matters. As to matters which may be disclosed by said Affidavit(s), the Company reserves the right to make such further requirements and/or exceptions as it may deem necessary.**
7. **Reissue Credit disclosure to be executed by The City of Pinellas Park and to be submitted to Investors Title & Settlement Services, Inc. at time of closing.**

**NOTE: Taxes for the year 2022 have been paid in the amount of \$7,919.72. The parcel # is 29-30-16-71168-000-0010.**

## SCHEDULE B-II

### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village, or port authority for unpaid service charges for service by any water systems, sewer systems or gas systems serving the lands described herein.
8. Any minerals or mineral rights leased, granted or retained by current or prior owners.
9. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.
10. Terms, conditions, declarations, uses, options, leases, agreements, easements, covenants and restrictions as shown in Declaration of Covenants, Conditions and Restrictions for PINELLAS PARK INDUSTRIES recorded in Plat Book 64, Page 5 of the Public Records of Pinellas County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
11. Easement granted to Florida Power Corporation as recorded in Official Records Book 5643, Page 625 of the Public Records of Pinellas County, Florida.
12. Easement granted to Duke Energy Florida, Inc., d/b/a Duke Energy, as recorded in Official Records Book 18972, Page 1454 of the Public Records of Pinellas County, Florida.
13. Easement for Ingress-Egress and Utility Easement granted to City of Pinellas Park as recorded in Official Records Book 18965, Page 2562 of the Public Records of Pinellas County, Florida.
14. Easement granted to Duke Energy Florida, Inc., d/b/a Duke Energy as recorded in Official Records Book 18972, Page 1491 of the Public Records of Pinellas County, Florida.
15. Perpetual Easement for utility, drainage and access purposes retained by the City of Pinellas Park, Florida as recorded in Official Records Book 18995, Page 1593 of the Public Records of Pinellas County, Florida.
16. Easement for Ingress-Egress and Utility Easement granted to City of Pinellas Park as recorded in Official Records Book 19078, Page 354 of the Public Records of Pinellas County, Florida.

17. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

## Exhibit A

**Lot 1, PINELLAS PARK INDUSTRIES, according to map or plat thereof as recorded in Plat Book 64, Page 5 of the Public Records of Pinellas County, Florida, TOGETHER WITH the South 1/2 of vacated Private Right-of-Way adjacent on the North per Official Record Book 13580, Page 895 and the West 15 feet of of the vacated 62nd Street N Right-of-Way adjacent on the East per Official Record Book 18995, Page 1593, of the Public Records of Pinellas County, Florida.**



*First American Title™*

**Notices – Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707 ([claims.nic@firstam.com](mailto:claims.nic@firstam.com)).

**Service, Quality and Availability**

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. PST Monday through Friday.



***First American Title™***

**REISSUE CREDIT NOTICE**

Issued by

***First American Title Insurance Company***

**YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.**

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

**REFINANCE TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

**SALES TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

FileNo./Escrow No.: 2023-1011  
 Print Date & Time: 1/20/2023 @ 1:59 PM  
 Officer/Escrow Officer: Jeffrey D. Fishman  
 Settlement Location:  
 413 S. MacDill Avenue  
 Tampa, Florida 33609-3036

**Investors Title & Settlement Services**  
**1087560**  
**413 S. MacDill Avenue**  
**Tampa, Florida 33609-3036**

Property Address: 6201 80th Avenue North, Pinellas Park, Florida 33781  
 Buyer: City of Pinellas Park, a Florida municipal corporation, 5141 78th Avenue North, Pinellas Park, Florida 33781  
 Seller: Orange State Steel Construction, Inc., a Florida Corporation, f/k/a Orange State Steel Erection, Inc., 6201 80th Avenue North, Pinellas Park, Florida 33781  
 Lender:  
 Loan Type: Cash Settlement  
 Loan Number:  
 Settlement Date: 2/28/2023  
 Disbursement Date: 2/28/2023  
 Additional dates per state requirements:

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		<b>Financial</b>		
	\$900,000.00	Sales Price of Property	\$900,000.00	
		<b>Prorations/Adjustments</b>		
\$1,310.91		County Taxes from 1/1/2023 to 2/27/2023		\$1,310.91
		<b>Title Charges &amp; Escrow / Settlement Charges</b>		
		Title - Butler Rebate to Investors Title & Settlement Services	-\$700.00	
		Title - Owner's Coverage Premium to Investors Title & Settlement Services	\$4,575.00	
		Title - Settlement Fee to Investors Title & Settlement Services	\$250.00	
		Title - Title Search to Investors Title & Settlement Services	\$125.00	
		<b>Government Recording &amp; Transfer Charges</b>		
		Recording Fees to Clerk of the Circuit Court	\$27.00	
		Transfer Taxes - Deed State to Clerk of the Circuit Court	\$6,300.00	
Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
\$1,310.91	\$900,000.00	<b>Subtotals</b>	\$910,577.00	\$1,310.91
		Due From Buyer	\$909,266.09	
\$898,689.09		Due To Seller		

**Acknowledgement**

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Investors Title & Settlement Services to cause the funds to be disbursed in accordance with this statement.

City of Pinellas Park

Orange State Steel Construction, Inc.

Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_  
Sandra L Bradbury, Mayor Rex A Joyner, President

I have reviewed the Closing Disclosure, the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

\_\_\_\_\_  
Escrow Officer: Jeffrey D. Fishman



FileNo./Escrow No.: 2023-1011  
 Print Date & Time: 1/20/2023 @ 1:59 PM  
 Officer/Escrow Officer: Jeffrey D. Fishman  
 Settlement Location:  
 413 S. MacDill Avenue  
 Tampa, Florida 33609-3036

**Investors Title & Settlement Services**  
**1087560**  
**413 S. MacDill Avenue**  
**Tampa, Florida 33609-3036**

Property Address: 6201 80th Avenue North, Pinellas Park, Florida 33781  
 Buyer: City of Pinellas Park, a Florida municipal corporation, 5141 78th Avenue North, Pinellas Park, Florida 33781  
 Seller: Orange State Steel Construction, Inc., a Florida Corporation, f/k/a Orange State Steel Erection, Inc., 6201 80th Avenue North, Pinellas Park, Florida 33781  
 Lender:  
 Loan Type: Cash Settlement  
 Loan Number:  
 Settlement Date: 2/28/2023  
 Disbursement Date: 2/28/2023  
 Additional dates per state requirements:

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		<b>Financial</b>		
	\$900,000.00	Sales Price of Property	\$900,000.00	
		<b>Prorations/Adjustments</b>		
\$1,310.91		County Taxes from 1/1/2023 to 2/27/2023		\$1,310.91
		<b>Title Charges &amp; Escrow / Settlement Charges</b>		
		Title - Butler Rebate to Investors Title & Settlement Services	-\$700.00	
		Title - Owner's Coverage Premium to Investors Title & Settlement Services	\$4,575.00	
		Title - Settlement Fee to Investors Title & Settlement Services	\$250.00	
		Title - Title Search to Investors Title & Settlement Services	\$125.00	
		<b>Government Recording &amp; Transfer Charges</b>		
		Recording Fees to Clerk of the Circuit Court	\$27.00	
		Transfer Taxes - Deed State to Clerk of the Circuit Court	\$6,300.00	
Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
\$1,310.91	\$900,000.00	<b>Subtotals</b>	\$910,577.00	\$1,310.91
		Due From Buyer	\$909,266.09	
\$898,689.09		Due To Seller		

**Acknowledgement**

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Investors Title & Settlement Services to cause the funds to be disbursed in accordance with this statement.

City of Pinellas Park

Orange State Steel Construction, Inc.

Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_  
Sandra L Bradbury, Mayor Rex A Joyner, President

I have reviewed the Closing Disclosure, the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

\_\_\_\_\_  
Escrow Officer: Jeffrey D. Fishman

## COMPLIANCE AND TAX PRORATION AGREEMENT

DATE: 2/28/23

RE: FILE #: 2023-1011

SELLERS: Orange State Steel Construction, Inc.

BUYERS: City of Pinellas Park

LEGAL DESCRIPTION: Lot 1, PINELLAS PARK INDUSTRIES, Book 64, Page 5, Pinellas County, Florida, TOGETHER WITH the South 1/2 of vacated Private Right-of-Way adjacent on the North per Official Record Book 13580, Page 895 and the West 15 feet of of the vacated 62nd Street N Right-of-Way adjacent on the East per Official Record Book 18995, Page 1593, of the Public Records of Pinellas County, Florida.

CLOSING AGENT: Investors Title & Settlement Services

**We, the undersigned Seller(s) and Buyers(s) of the above captioned property, hereby acknowledge that the following are conditions regarding the transfer of the above captioned property:**

1. That all contingencies set forth in the Contract of Sale have been complied with:
2. That the proration of taxes as shown by the closing statement on this date has been made on the basis of:  
XXX Taxes for the previous year, based on \$8249.71, and assuming the same exemptions to be allowable for the current year; or  
\_\_\_\_\_ An estimate of current year's tax, based on the latest information with regard to current millage, assessed valuation and exemption allowed, \$8249.71, estimate for the year 2023.  
\_\_\_\_\_ No tax proration has been made.
3. That it is understood by the Buyer(s) and Seller(s) with respect to tax proration, that the following shall apply:  
\_\_\_\_\_ Both parties have accepted such proration as a final determination of liability for taxes between the parties; or;  
XXX When current year's tax bills are available, the parties will make such further adjustments as might be necessary. This adjustment will be made directly between the parties and not through Investors Title & Settlement Services
4. That all utility bills (unrecorded assessments and association dues, if applicable), including but not limited to water, sewer, gas, garbage and electric are the responsibility of the parties involved in this transaction and not that of the closing agent. All matters in regards to utility bills (unrecorded assessments and association dues will be handled outside of closing even if such matters appear on the closing statement.
5. That each party will fully cooperate to adjust for clerical errors on any or all closing documentation, if necessary.
6. Seller(s) acknowledges that the payoff statements received by Investors Title & Settlement Services from current mortgagees may be subject to said mortgagee's final audit after receipt of the payoff funds resulting in a demand by said mortgagees for additional funds. Seller(s), upon request, agree to forward

said funds forthwith.

7. This shall confirm the undersigned's consent, as per Rule 4-21.010(3) of the Florida Administrative Code, to the placement of the settlement funds for the above referenced transaction into an escrow account in the name of Investors Title & Settlement Services.

Orange State Steel Construction, Inc.

---

Rex A Joyner  
Its President

City of Pinellas Park

---

Sandra L Bradbury  
Its Mayor

# NOTICE TO SELLER

Please initial

\_\_\_\_\_ **ENDORSEMENT:**

Please be sure to properly endorse your proceeds check. All parties shown on the face of the proceeds check must endorse the reverse of the check. For your protection, if this procedure is not followed your check will be returned by our bank.

\_\_\_\_\_ **INSURANCE:**

Upon closing, please be sure to cancel any insurance that you may be carrying on the herein referenced property. Doing this may entitle you to a partial refund of any premiums recently paid. As a Title Insurance Agent, we have neither the right nor authority to do this, so please be sure to contact your insurance company as soon as possible after closing.

\_\_\_\_\_ **COMPLIANCE:**

The undersigned agrees, if requested by Closing Agent, to fully cooperate and adjust for clerical errors, any or all documentation deemed necessary or desirable in the reasonable discretion of Closing Agent

\_\_\_\_\_ **PAYOFF:**

I/We, the undersigned Sellers, regarding the property as described below, acknowledge that the figures and information used in calculating the payoff to all existing lenders as shown on the Settlement Statement and attached payoff statement were obtained by the best means available by this company.

In the event this information proves incorrect, we agree to hold Investors Title & Settlement Services harmless of any liability thereof. Any over-payment shall be refunded by the lender directly to the Sellers. Any shortage shall be paid to Investors Title & Settlement Services, and advanced to the lender, within twenty-four (24) hours of notification.

\_\_\_\_\_ **HOLD HARMLESS:**

In the event that Investors Title & Settlement Services engaged the services of outside agencies for the survey and/or termite or other inspections, it is hereby understood and agreed that such action was undertaken by Investors Title & Settlement Services as a convenience to the parties of this transaction and to facilitate the closing. Investors

Title & Settlement Services has no affiliation with nor does it receive compensation from said agencies; therefore the undersigned hereby holds Investors Title & Settlement Services harmless from any damages or claims which may result from said engagement of services.

Dated and accepted February 28, 2023 in reference to the property located at 6201 80th Avenue North, Pinellas Park, Florida 33781

Orange State Steel Construction, Inc.

---

Rex A Joyner, President

---

File Number: 2023-1011

## NOTICE OF POSSIBLE ELIGIBILITY FOR LOWER REISSUE RATE

**File No. 2023-1011**

Please note that the Reissue Rate (a reduced premium for title insurance) may be applicable to your transaction. You are eligible for the Reissue Rate so long as: (a) your transaction falls within one of the following categories, and (b) **you provide a previous owner's title insurance policy as specified below to your title closer:**

- (1) Refinancing Transactions – The Reissue Rate is available on mortgage policies issued on refinancing of property insured by an original owner's policy which insured the title of the current mortgagor;
- (2) Unimproved Land – The Reissue Rate is available on policies on real property which is unimproved except for roads, bridges, drainage facilities, and utilities if the current owner's title has been insured prior to the application for a new policy; or
- (3) Transactions Within 3 Years of Prior Policy – The Reissue Rate is available on policies issued with an effective date of less than 3 years after the effective date of the policy insuring the seller or mortgagor in the current transaction.

**PLEASE DISCUSS WITH YOUR TITLE CLOSER WHETHER YOU  
ARE ELIGIBLE FOR A DISCOUNTED REISSUE RATE PREMIUM**

Please acknowledge your understanding of all of the above by signing below.

City of Pinellas Park

---

Sandra L Bradbury, Mayor

- Buyer

Date: February 28, 2023

Prepared by and return to:  
Investors Title & Settlement Services  
Jeffrey D. Fishman  
413 S. MacDill Avenue  
Tampa, Florida 33609-3036

File Number: 2023-1011  
Folio Number: 29-30-16-71168-000-0010

## CORPORATE OWNER/SELLER AFFIDAVIT

State of Florida  
County of Pinellas

The undersigned, Rex A Joyner, ("hereinafter Affiant) being first duly sworn, deposes and says that Affiant has personal knowledge of the following facts:

1. I am President of Orange State Steel Construction, Inc. hereinafter referred to as "Entity".
2. That Entity is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and the Income Tax Regulations under the Internal Revenue Code).
3. That Entity's U.S. Employer Identification Number is: 59-1086910.
4. That Entity's Office Address is: 6201 80th Avenue North, Pinellas Park, Florida 33781.
5. That Entity owns the property described as follows:

Lot 1, PINELLAS PARK INDUSTRIES, according to map or plat thereof as recorded in Plat Book 64, Page 5 of the Public Records of Pinellas County, Florida, TOGETHER WITH the South 1/2 of vacated Private Right-of-Way adjacent on the North per Official Record Book 13580, Page 895 and the West 15 feet of of the vacated 62nd Street N Right-of-Way adjacent on the East per Official Record Book 18995, Page 1593, of the Public Records of Pinellas County, Florida.

And its possession thereof has been peaceable and undisturbed and the title to said property has never been disputed or questioned to our knowledge, nor do we know of any facts by reason of which the title to, or possession of said property might be disputed or questioned, or by reason of which any claim to any said property might be asserted adversely to me.

6. There are no tenancies, leases or occupants.
7. No proceeding in any bankruptcy or receivership have ever been instituted by or against Entity, and we have never made an assignment for the benefit of creditors.
8. I know of no action or proceedings relating to said property which is now pending in any State or Federal Court in the United States, nor do we know of any State or Federal Judgment or any Federal Lien of any kind or nature whatsoever, which now constitutes or could constitute a lien or charge upon the subject property.



9. There are no judgments against us unpaid or unsatisfied of record, IRS liens and/or State Revenue Liens in any court of this State or of the United States and said property, as far as we know is free from all leases, mortgages and other liens and encumbrances except as disclosed in Commitment issued through First American Title Insurance Company.
10. There are no loans of any kind on said property except the following:  
NONE
11. There are no unpaid bills or claims for labor or services performed or material furnished or delivered during the last twelve months for alterations, repair work, or new construction on said property which have not been paid for in full except those as shown on the closing statement of this transaction.
12. There is no contract for the making of repairs or improvements on said property.
13. There is no outstanding unrecorded contract for sale of subject property to any person or persons or corporations whatsoever, other than that certain contract to City of Pinellas Park, a Florida municipal corporation nor are there any chattel mortgages, security agreements, financing statements nor any other conveyance affecting the title to the property described herein except as disclosed in Commitment , issued through First American Title Insurance Company.
14. There are no unpaid real estate taxes and/or tangible taxes due on subject property except as disclosed in Commitment, issued through First American Title Insurance Company.
15. That there are no matters pending against Entity that could give rise to a lien that would attach to the property between the disbursing of the funds and the recording of the interest to be insured, and that the affiant has not and will not execute any instrument that would adversely affect the title or interest to be insured.

This affidavit is made and given to induce Investors Title & Settlement Services to issue a policy of title insurance.

Orange State Steel Construction, Inc.

\_\_\_\_\_  
Rex A Joyner, President

State of Florida

County of \_\_\_\_\_

The foregoing instrument was Sworn to and subscribed before me by means of physical presence, this by means of physical presence, this \_\_\_\_\_ day of February, 2023, by Rex A Joyner, who is personally known to me or who produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary Public

(SEAL)

## SELLER'S AFFIDAVIT OF NONFOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that **withholding of tax is not required** upon the disposition of a U.S. real property interested located 6201 80th Avenue North, Pinellas Park, Florida 33781, by Orange State Steel Construction, Inc., a Florida Corporation, f/k/a Orange State Steel Erection, Inc.,

I/WE hereby certify the following (if an entity transferor, on behalf of transferor):

### **CORPORATE, PARTNERSHIP, TRUST OR ESTATE TRANSFEROR(S):**

Orange State Steel Construction, Inc. is not a Foreign Corporation, Foreign Partnership, Foreign Trust, or Foreign Estate as those terms are defined in the Internal Revenue Code and Income Tax Regulations.

Orange State Steel Construction, Inc.'s U.S. Employer's Identification Number has been provided to the Settlement Agent

Orange State Steel Construction, Inc. office address is: 6201 80th Avenue North

Transferor(s) understands that this Certification may be disclosed to the Internal Revenue Service by transferee and that any false statement I/WE have made here (or, for entity transferor, contained herein) could be punished by fine, imprisonment or both.

Under penalties of perjury, I/WE declare that I/WE have examined this Certification and to the best of my/our knowledge and belief it is true, correct and complete (and, for entity transferor, I/WE further declare that I/WE have authority to sign this document on behalf of Orange State Steel Construction, Inc. .

Dated: February 28, 2023

Orange State Steel Construction, Inc.

---

Rex A Joyner  
Its President

SUBSCRIBED AND SWORN before me this \_\_\_\_\_ day of February, 2023.

---

Notary Public

Prepared by and Return to:  
Investors Title & Settlement Services  
Jeffrey D. Fishman  
413 S. MacDill Avenue  
Tampa, Florida 33609-3036  
Our File Number: 2023-1011

**For official use by Clerk's office only**

# CORPORATE WARRANTY DEED

STATE OF Florida )  
COUNTY OF Pinellas )  
 )

This Indenture, made this **28th day of February, 2023** A.D.

Between **Orange State Steel Construction, Inc.** whose post office address is: **6201 80th Avenue North, Pinellas Park, Florida 33781** a corporation existing under the laws of the State of **Florida**, Grantor and **City of Pinellas Park, a Florida municipal corporation** whose post office address is: **5141 78th Avenue North, Pinellas Park, Florida 33781**, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Pinellas, State of Florida, to wit:

**Lot 1, PINELLAS PARK INDUSTRIES, according to map or plat thereof as recorded in Plat Book 64, Page 5 of the Public Records of Pinellas County, Florida, TOGETHER WITH the South 1/2 of vacated Private Right-of-Way adjacent on the North per Official Record Book 13580, Page 895 and the West 15 feet of of the vacated 62nd Street N Right-of-Way adjacent on the East per Official Record Book 18995, Page 1593, of the Public Records of Pinellas County, Florida.**

Subject to taxes for the current year, covenants, restrictions and easements of record, if any and permitted exceptions as attached in "Exhibit A".

Parcel Identification Number: **29-30-16-71168-000-0010**

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, first party has signed and sealed these present the date set forth on February 28, 2023.

*Signed, sealed and delivered in the presence of:*

Orange State Steel Construction, Inc.

\_\_\_\_\_  
Witness signature

By: \_\_\_\_\_

Print Name: Rex A Joyner

Title: President

\_\_\_\_\_  
Print witness name

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Print witness name

(Corporate Seal)

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of physical presence, this \_\_\_\_\_ day of February, 2023 by Rex A Joyner, President of Orange State Steel Construction, Inc. who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Seal

**"EXHIBIT A"**  
**PERMITTED EXCEPTIONS**

1. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.
2. Terms, conditions, declarations, uses, options, leases, agreements, easements, covenants and restrictions as shown in Declaration of Covenants, Conditions and Restrictions for PINELLAS PARK INDUSTRIES recorded in Plat Book 64, Page 5 of the Public Records of Pinellas County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
3. Easement granted to Florida Power Corporation as recorded in Official Records Book 5643, Page 625 of the Public Records of Pinellas County, Florida.
4. Easement granted to Duke Energy Florida, Inc., d/b/a Duke Energy, as recorded in Official Records Book 18972, Page 1454 of the Public Records of Pinellas County, Florida.
5. Easement for Ingress-Egress and Utility Easement granted to City of Pinellas Park as recorded in Official Records Book 18965, Page 2562 of the Public Records of Pinellas County, Florida.
6. Easement granted to Duke Energy Florida, Inc., d/b/a Duke Energy as recorded in Official Records Book 18972, Page 1491 of the Public Records of Pinellas County, Florida.
7. Perpetual Easement for utility, drainage and access purposes retained by the City of Pinellas Park, Florida as recorded in Official Records Book 18995, Page 1593 of the Public Records of Pinellas County, Florida.
8. Easement for Ingress-Egress and Utility Easement granted to City of Pinellas Park as recorded in Official Records Book 19078, Page 354 of the Public Records of Pinellas County, Florida.
9. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
10. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village, or port authority for unpaid service charges for service by any water systems, sewer systems or gas systems serving the lands described herein.



We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

**In the course of our business, we may collect Personal Information about you from the following sources:**

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

**Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

**Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- To agents, brokers or representatives to provide you with services you have requested;
- To third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- To others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

**Right to Access Your Personal Information and Ability to Correct Error Or Request Changed or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer  
Investors Title & Settlement Services, Inc.  
413 S. MacDill Ave  
Tampa, FL 33609

**Multiple Products or Services**

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.



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68106001TUTTBLANK REGISTERED U.S. PAT. OFFICE  
Title Law Print, Publishers, Rutland, Vt.RECORDED  
PINELLAS COUNTY, FLORIDA  
HAROLD J. LINDENBERG, CLERK

## Indenture

This instrument was prepared by  
McCutcheon & Fleece, Attys. at Law,  
143-1st Ave. No., St. Petersburg,  
Fla., by G. D. McCutcheon, Jr.

DEC 10 11 04 AM '68

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and assigns of the respective parties herein; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "and" shall include all the words herein described if more than one

1R 2947 TAB 385

O.R. 2967 PAGE 130

Made this 11th day of October A. D. 19 68

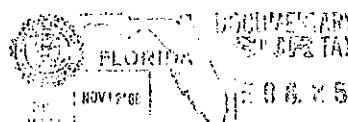
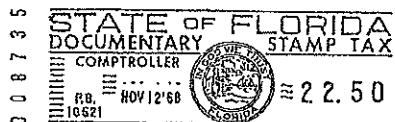
Between

Industrial Park Investments, Inc., a Fla. Corp.,

of the County of Pinellas in the State of Florida  
party of the first part, andErection  
Orange State Steel Erectors, Inc.,  
located at 6598 - 34th Avenue North, St. Petersburg, Florida 33710  
of the County of Pinellas in the State of Florida  
party of the second part,

Witnesseth that the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar and O. G. & V. C. Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part his heirs and assigns forever, the following described land, situate lying and being in the County of Pinellas, State of Florida, to wit:

Lot One (1), PINELLAS PARK INDUSTRIES, according to the plat thereof recorded in Plat Book 64, page 5, Public Records of Pinellas County, Florida.

PINELLAS  
COUNTYRECORDED  
PINELLAS CO. FLORIDA  
HAROLD J. LINDENBERG, CLERK  
NOV 12 11 02 AM '68

Subject to easements and restrictions of record.

RE=RECORD TO CORRECT PORTION OF GRANTEE'S NAME.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence: INDUSTRIAL PARK INVESTMENTS, INC.,  
a Florida corporationBy:   
PresidentAttest:   
Secretary

State of Florida

County of Pinellas

I Hereby Certify That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, George H. Fleming and H. Norman Renfro, as President and Secretary respectively of INDUSTRIAL PARK INVESTMENTS, INC., a Florida corporation to me well known and known to me to be the individuals described in, and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at St. Petersburg  
County of Pinellas and State of Florida, this 11th  
day of October, A. D. 19 68.

My Commission Expires  
Notary Public, State of Florida at Large  
My Commission Expires SEPT. 29, 1971

  
Notary Public



Pinellas County, Florida

Work Request #: V-15-62<sup>nd</sup> Street North

Address: 6201 80<sup>th</sup> Ave N, Pinellas Park, FL 33781-2204

STR: 29-30-16

### **EASEMENT**

THIS EASEMENT ("Easement") is made this 28 day of July, 2015 ("Effective Date"), from **ORANGE STATE STEEL CONSTRUCTION, INC.**, a Florida corporation, f/k/a **ORANGE STATE STEEL ERECTION, INC.**, having an address of 6201 80<sup>th</sup> Ave N, Pinellas Park, FL 33781-2204 ("GRANTOR," whether one or more) to **DUKE ENERGY FLORIDA, INC.**, d/b/a **DUKE ENERGY**, a Florida corporation ("GRANTEE"), Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("GRANTEE");

### **WITNESSETH:**

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto GRANTEE, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes over, under, upon, across, through and within the following described lands in Pinellas County, Florida, and referred to hereinafter as the Easement Area to wit:

A 10.00 foot wide Easement Area lying 5.00 feet on each side of GRANTEE's facilities to be installed at mutually agreeable locations over, under, across and through the following described property to accommodate present and future development:

See legal description on the accompanying Exhibit "A" attached hereto and incorporated herein by this reference.

**Tax Parcel Number: 29-30-16-71168-000-0010**

The rights herein granted to GRANTEE by GRANTOR specifically include the right: (a) for GRANTEE to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of GRANTOR's adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of GRANTEE, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for GRANTEE's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein.

**GRANTOR** shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof; If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE**'s facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR**'s expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR**'s adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

**GRANTOR** hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this 28 day of July, 2015, and is effective as of the Effective Date herein.

## ATTEST:

Secretary

Print or Type Name

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Signature of First Witness

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

State of Florida )  
County of Pinellas ) ss

The foregoing Easement was acknowledged before me this 28 day of July, 2015, by Pamela D McGeorge and Rex A. Joyner, its President and its Secretary, respectively of ORANGE STATE STEEL CONSTRUCTION, INC., a Florida Corporation, on behalf of the Corporation who is/are personally known to me or who has/have produced personally known as identification.

CORPORATE SEAL

NOTARY SEAL



## GRANTOR:

ORANGE STATE STEEL CONSTRUCTION,  
INC.

Name of Corporation

President

Print or Type Name

## Grantor(s) mailing address:

6201 80<sup>TH</sup> Ave.

Pinellas Park, FL 33781-2204

Name:

Notary Public

Serial Number: FF239910

My Commission Expires:

06/11/19

Exhibit "A"

The West one-half (1/2) of the following described property known as 62<sup>nd</sup> Street N;  
From the Southeast corner of Lot 1, Pinellas Park Industries, as recorded in Plat Book 64, Page 5, of the Public Records of Pinellas County, Florida, said point being the Point of Beginning, Run North 00°48'44" West 348.45', Thence South 44°29'49" East 43.43', Thence South 00°48'44" East 322.57, Thence North 89°48'39" West 15.00', Thence North 00°48'44" West 5', Thence North 89°48'39" West 15.00' to the Point of Beginning.

## INGRESS-EGRESS AND UTILITY EASEMENT

THIS INDENTURE, Made this 7 day of October A.D., 2015, between **ORANGE STATE STEEL CONSTRUCTION INC.** of Pinellas County in the State of Florida, Party of the First Part, and the City of Pinellas Park, Party of the Second Part. ("Party of the First Part" and "Party of the Second Part" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.)

**WITNESSETH**, That the said Party of the First Part hereby grants for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, hereby grants and releases unto the Party of the Second Part a **Perpetual Ingress-Egress and Utility Easement** over, across and through the following described property:

Property Address: 6201 80<sup>th</sup> Avenue North

A PERPETUAL INGRESS – EGRESS AND UTILITY EASEMENT OVER, ACROSS AND THROUGH THAT PORTION OF LOT 1, PINELLAS PARK INDUSTRIES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 64, PAGE 5, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND THAT PORTION OF A VACATED PRIVATE RIGHT OF WAY, NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 1. ALL THIS BEING FURTHER DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF LOT 1, PINELLAS PARK INDUSTRIES, FURTHER DESCRIBED ABOVE, RUN NORTH 00°48'44" WEST 294.88' TO THE POINT OF BEGINNING; THENCE NORTH 44°29'49" WEST 70.56'; THENCE NORTH 89°11'16" EAST 48.74'; THENCE SOUTH 00°48'44" EAST 51.03' TO THE POINT OF BEGINNING.

It is the intention of the said Party of the First Part that this easement shall run with the land described above. IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his Hand and Seal the day and year first above written. SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:

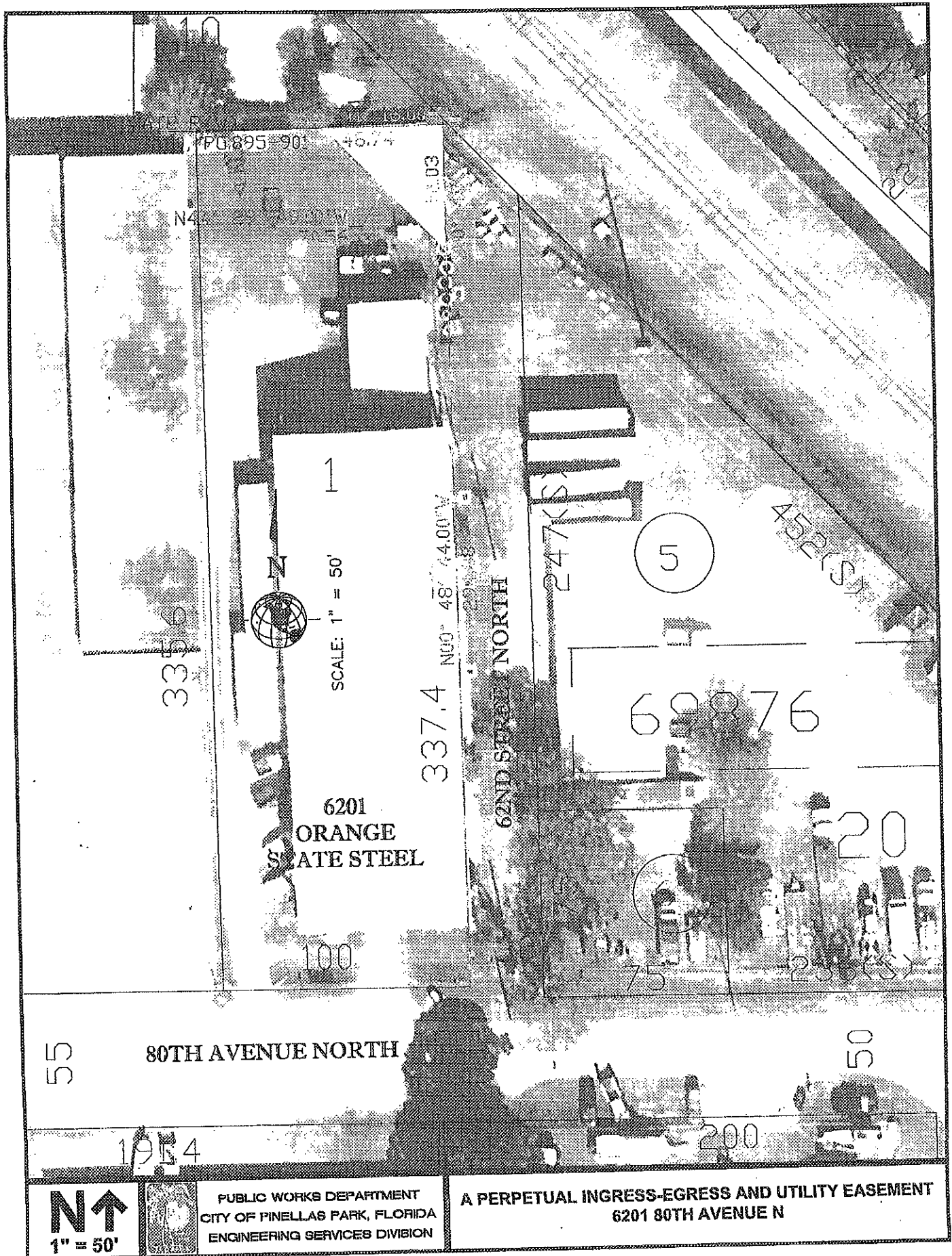
OWNER

(WIT.) [Signature]  
(print name below signature) MACON C. POWELL

(WIT.) [Signature]  
(print name below signature) SCOTT C. PINELLO

[Signature]  
[Signature]

The foregoing instrument was acknowledged before me this <u>October 7<sup>th</sup></u> , 2015, by		
<u>Joel Powell</u> v. Pres. (Name of person acknowledging and title of position)		
<u>[Signature]</u> Notary Public signature		
<u>Rex Joyner</u> (Name of Notary typed, printed or stamped)		
Personally known <input checked="" type="checkbox"/> or produced identification _____		
Type of identification produced _____		
ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.		
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	Title or Type of Document Number of Pages Signers Other than Named Above	<b>INGRESS-EGRESS AND UTILITY EASEMENT</b> _____ <b>NONE</b>



Pinellas County, Florida

Work Request #: V-15-62<sup>nd</sup> Street North

Address: 0 62<sup>nd</sup> Street North and 6151 80<sup>th</sup> Ave N, Pinellas Park, Florida 33781

STR: 29-30-16

### EASEMENT

THIS EASEMENT ("Easement") is made this 11<sup>th</sup> day of August 2015 ("Effective Date"), from CITY OF PINELLAS PARK, a municipal corporation having an address of 5141 78<sup>th</sup> Ave., Pinellas Park, FL 33781-2456 ("GRANTOR," whether one or more) to DUKE ENERGY FLORIDA, INC., d/b/a DUKE ENERGY, a Florida corporation and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("GRANTEE");

### WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto GRANTEE, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy over, under, upon, across, through and within the following described lands in Pinellas County, Florida, and referred to hereinafter as the Easement Area to wit:

A 10.00 foot wide Easement Area lying 5.00 feet on each side of GRANTEE's facilities to be installed at mutually agreeable locations under, over, across and through the following described property to accommodate present and future development:

See legal description on the accompanying Exhibit "A" attached hereto and incorporated herein by this reference.

Tax Parcel Numbers: 29-30-16-69876-100-2006 and 29-30-16-69876-100-2005

The rights herein granted to GRANTEE by GRANTOR specifically include the right: (a) for GRANTEE to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of GRANTOR's adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of GRANTEE, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for GRANTEE's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein.

This document prepared by Kristy Parker, Esquire

Return to: Duke Energy

2166 Palmetto Street, CW 13

Clearwater, Florida 33765

**GRANTOR** shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof. If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE**'s facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR**'s expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR**'s adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

**GRANTOR** hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above-described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement, subject to the other uses that may be allowed by the **GRANTOR** as contemplated herein. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.



IN WITNESS WHEREOF, the said GRANTOR has caused this easement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this 1<sup>st</sup> day of September, 2015.

Countersigned:

Sandra L. Bradbury  
Sandra L. Bradbury, Mayor

GRANTOR:

By: Doug Lewis  
Doug Lewis, City Manager

Approved as to form:

James Denhardt  
James Denhardt  
City Attorney

Attest:

Diane Corna  
Diane Corna, City Clerk

State of Florida )  
 ) ss  
County of Pinellas )

BEFORE ME, the undersigned, personally appeared Sandra L Bradbury and Doug Lewis, the Mayor and City Manager, respectively, of the City of Pinellas Park, Florida, who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed for the use and purpose herein set forth, and who are personally known to me.

WITNESS my hand and official seal this 1<sup>st</sup> day of September, 2015

Nichole L Orr  
Notary Public  
Print/Type Name Nichole L Orr

My commission expires:

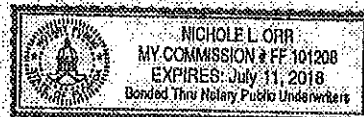


Exhibit "A"

The East one-half (1/2) of the following described property known as 62<sup>nd</sup> Street North ;

From the Southeast corner of Lot 1, Pinellas Park Industries, as recorded in Plat Book 64, Page 5, of the Public Records of Pinellas County, Florida, said point being the Point of Beginning, Run North 00°48'44" West 348.45'; Thence South 44°29'49" East 43.43'; Thence South 00°48'44" East 322.57; Thence North 89°48'39" West 15.00'; Thence North 00°48'44" West 5'; Thence North 89°48'39" West 15.00' to the Point of Beginning.

This document prepared by Kristy Parker, Esquire

Return to: Duke Energy

2166 Palmetto Street, CW 13

Clearwater, Florida 33765

## INGRESS-EGRESS AND UTILITY EASEMENT

THIS INDENTURE, Made this 7 day of October 2015 A.D., 2015, between **ORANGE STATE STEEL CONSTRUCTION INC.** of Pinellas County in the State of Florida, Party of the First Part, and the City of Pinellas Park, Party of the Second Part. ("Party of the First Part" and "Party of the Second Part" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.)

**WITNESSETH**, That the said Party of the First Part hereby grants for and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations, in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, hereby grants and releases unto the Party of the Second Part a **Perpetual Ingress-Egress and Utility Easement** over, across and through the following described property:

Property Address: 6201 80<sup>th</sup> Avenue North

A PERPETUAL INGRESS – EGRESS AND UTILITY EASEMENT OVER, ACROSS AND THROUGH THAT PORTION OF LOT 1, PINELLAS PARK INDUSTRIES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLATBOOK 64, PAGE 5, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND THAT PORTION OF A VACATED PRIVATE RIGHT OF WAY, NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 1. ALL THIS BEING FURTHER DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF LOT 1, PINELLAS PARK INDUSTRIES, FURTHER DESCRIBED ABOVE, RUN NORTH 00°48'44" WEST 294.88' TO THE POINT OF BEGINNING; THENCE NORTH 44°29'49" WEST 70.56'; THENCE NORTH 89°11'16" EAST 48.74'; THENCE SOUTH 00°48'44" EAST 51.03' TO THE POINT OF BEGINNING.

It is the intention of the said Party of the First Part that this easement shall run with the land described above. IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his Hand and Seal the day and year first above written. SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:

OWNER

(Wit.) Margaret A. Powell  
(print name below signature)  
margaret a. Powell

(Wit.) [Signature]  
(print name below signature)

Joel P. Powell  
[Signature]

The foregoing instrument was acknowledged before me this October 7<sup>th</sup>, 2015, by

Joel Powell V. Pres. (Name of person acknowledging and title of position)



REX A. JOYNER  
Notary Public - State of Florida  
Commission # FF 206139  
My Comm. Expires May 2, 2019  
Bonded through National Notary Assn.

[Signature] Notary Public signature  
Rex Joyner (Name of Notary typed, printed or stamped)

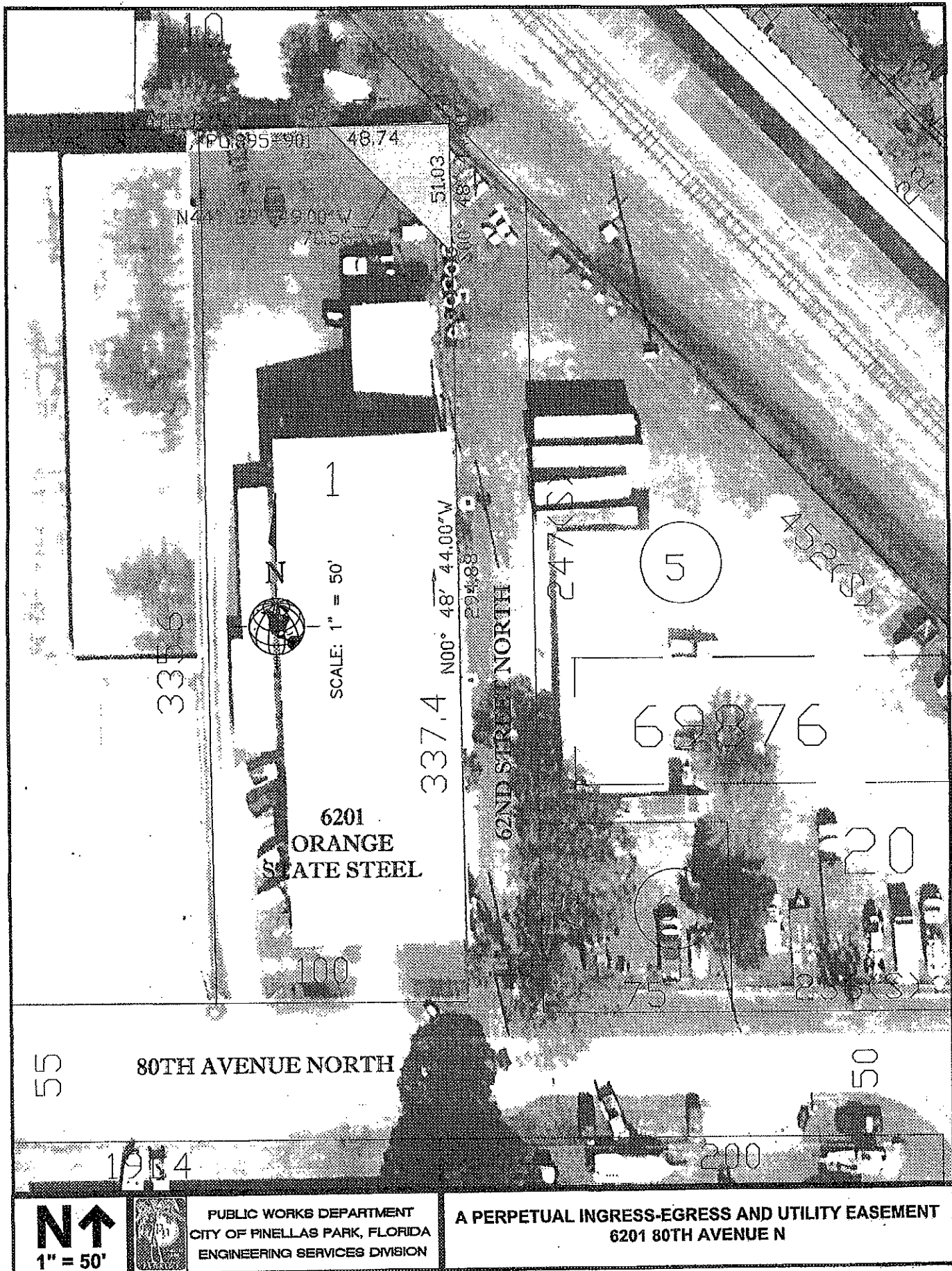
Personally known ☒ or produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE  
ATTACHED TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document **INGRESS-EGRESS AND UTILITY EASEMENT**  
Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
Signers Other than Named Above NONE



RESOLUTION NO. 15-25

A RESOLUTION OF THE CITY OF PINELLAS PARK, FLORIDA, VACATING A PORTION OF THE RIGHT-OF-WAY OF 62<sup>nd</sup> STREET NORTH GENERALLY LOCATED NORTH OF 80<sup>th</sup> AVENUE NORTH AND SOUTH OF THE SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY IN SECTION 29, TOWNSHIP 30 SOUTH, RANGE 16 EAST; PROVIDING FOR THE RETENTION OF EASEMENTS; PROVIDING FOR AN EFFECTIVE DATE. (V 2015-5)

---

**WHEREAS**, the City of Pinellas Park has petitioned to vacate a portion of the right-of-way of 62<sup>nd</sup> Street North generally located north of 80<sup>th</sup> Avenue North and south of the Seaboard Coastline Railroad Right-of-Way, in Section 29, Township 30 South, Range 16 East; and

**WHEREAS**, the Planning and Zoning Commission has recommended to City Council that said right-of-way serves no useful purpose and it is in the general interest of the public that the same be vacated, discontinued and closed; and

**WHEREAS**, the City Council has determined the need for an easement for utility, drainage and access purposes to replace the right-of-way being vacated.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION ONE:** That the following described portion of the right-of-way over and across the following described real properties be and the same is hereby vacated:

THOSE PARCELS LEGALLY DESCRIBED IN **EXHIBIT "A"** WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

**SECTION TWO:** That a perpetual easement for utility, drainage and access purposes is hereby retained over and across the following described real property:

THAT PARCEL LEGALLY DESCRIBED IN **EXHIBIT "B"** WHICH IS ATTACHED  
HERETO AND MADE A PART HEREOF.

**SECTION THREE:** That this Resolution shall be in full force and  
effect immediately after its adoption and approval in the manner  
provided by law.

PUBLISHED THE 30th DAY OF October, 2015

FIRST READING 12th DAY OF November, 2015.

PUBLIC HEARING THE 12th DAY OF November, 2015.

ADOPTED THIS 12th DAY OF November, 2015.

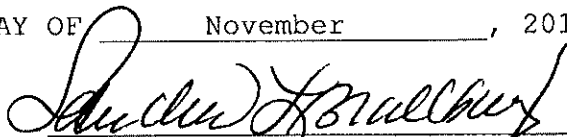
AYES: (5) Council Members; Butler, Johnson, Mullins, Taylor, Mayor Bradbury

NAYES: (0)

ABSENT: (0)

ABSTAIN: (0)

APPROVED THIS 12th DAY OF November, 2015.

  
Sandra L. Bradbury  
MAYOR

ATTEST:

  
Christine Gardner, MMC  
DEPUTY CITY CLERK

EXHIBIT "A"

FROM THE SOUTHEAST CORNER OF LOT 1, PINELLAS PARK INDUSTRIES, AS RECORDED IN PLAT BOOK 64, PAGE 5, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING, RUN NORTH 00°48'44" WEST 348.45'; THENCE SOUTH 44°29'49" EAST 43.43'; THENCE SOUTH 00°48'44" EAST 322.57'; THENCE NORTH 89°48'39" WEST 15.00'; THENCE NORTH 00°48'44" WEST 5.00 FEET; THENCE NORTH 89°48'39" WEST 15.00 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

FROM THE SOUTHEAST CORNER OF LOT 1, PINELLAS PARK INDUSTRIES, AS RECORDED IN PLAT BOOK 64, PAGE 5, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING, RUN NORTH 00°48'44" WEST 348.45'; THENCE SOUTH 44°29'49" EAST 43.43'; THENCE SOUTH 00°48'44" EAST 322.57'; THENCE NORTH 89°48'39" WEST 15.00'; THENCE NORTH 00°48'44" WEST 5.00 FEET; THENCE NORTH 89°48'39" WEST 15.00 FEET TO THE POINT OF BEGINNING.



Prepared by and Return to:  
C. Scott Brainard, Esquire  
Deeb & Brainard, P.A.  
5999 Central Avenue, Suite 202  
St. Petersburg, FL 33710

**AGREEMENT TO VACATE PRIVATE RIGHT-OF-WAY**

AGREEMENT DATED effective the 6<sup>th</sup> day of May, 2004, by and between **ORANGE STATE STEEL CONSTRUCTION, INC.**, a Florida corporation, **PAN AMERICAN INVESTMENT GROUP PASCO, INC.**, a Florida corporation, **AMKE, LLC**, a Florida limited liability company, **DURABILITY, INC.**, a Florida corporation, and **LYNN C. PAULUS**.

WHEREAS, the subdivision of property generally known as PINELLAS PARK INDUSTRIES (the "Subdivision"), was created by the filing of that certain plat map in Plat Book 54, Page 5, of the Public Records of Pinellas County, Florida (the "Plat"), comprised of eleven (11) lots (the "Lots"); and

WHEREAS, the parties to this Agreement (the "Lot Owners") constitute all the owners of record legal title to the Lots; and

WHEREAS, the Plat reflects the dedication of a seventeen (17) foot wide private right-of-way running generally east /west bordered on the south side by Lots 1, 2, 3, 4, 5 and 6, and bordered on the north side by Lots 7, 8, 9 and 10 (the "Right-of-Way"), more particularly described in the legal description and graphic description attached hereto as Exhibit "A"; and

WHEREAS, each of the Lots in the Subdivision has adequate access to the public streets, and the Right-of-Way is no longer necessary for the full or proper use of the Lots by the owners thereof; and the undersigned lot owners desire to vacate the Right-of-Way in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the undersigned parties consent and agree as follows:

1. The foregoing recitals are true and correct.
2. The Right-of-Way is hereby vacated and abandoned, and each of the undersigned parties affirmatively waives any right or interest it may have in the use of the Right-of-Way for any purpose, except as further provided in this Agreement.
3. From and after the recording of this Agreement in the Public Records of Pinellas County, Florida, the south one-half of the Right-of-Way shall be a part of Lots 1, 2, 3, 4, 5 and 6, with the portion thereof being that portion of the south one-half as is bounded by extending the

easterly and westerly boundary lines of each such lot to the midway point of the Right-of-Way. From and after the recording of this Agreement in the Public Records of Pinellas County, Florida, the north one-half of the Right-of-Way shall be a part of Lots 7, 8, 9 and 10, with the portion thereof being that portion of the north one-half as is bounded by extending the easterly and westerly boundary lines of each such lot to the midway point of the Right-of-Way.

4. Nothing in this Agreement shall be construed as terminating or otherwise interfering with any valid easement in favor of any third party for the use of any part of the Right-of-Way property. To the extent that any public utility company or municipality providing public utility services shall have had an easement for the use of any portion of the Right-of-Way prior to the recording of this Agreement, the Lot Owners agree that such easement shall remain in the same location under the same terms.

IN WITNESS WHEREOF, the Lot Owners have executed this Agreement as indicated below.

LOT 1:

Witnesses:

Print Name: [Signature]

Print Name: C. S. SANAYIA

ORANGE STATE STEEL CONSTRUCTION, INC.,  
a Florida corporation

By: [Signature]

Print Name: Rex A. Joyner

Print Title: Pres.

STATE OF FLORIDA )  
COUNTY OF Pasco )

The foregoing instrument was acknowledged before me this 6 day of May, 2004,  
by Rex A. Joyner, as \_\_\_\_\_ of ORANGE STATE  
STEEL CONSTRUCTION, INC., a Florida corporation, on behalf of the corporation.

☐ Personally known  
☒ Florida Driver's License  
☐ Other Identification Produced

Drivers License  
Number JS60-721-S6-D82-0

[Signature]  
Notary Public

Debra M. Howard  
Print or type name of Notary  
My Commission Expires:

(SEAL)



LOTS 2, 3, 4 and 5:

Witnesses:

Lore Pratt  
Print Name: Lore Pratt  
Kim Driscoll  
Print Name: Kim Driscoll

PAN AMERICAN INVESTMENT GROUP PASCO,  
INC., a Florida corporation

By: Saraiya  
Print Name: CHANDRESA SARAIYA  
Print Title: PRESIDENT

STATE OF FLORIDA )  
COUNTY OF Pasco )

The foregoing instrument was acknowledged before me this 30 day of April, 2004,  
by Chandresh Saraiya, as \_\_\_\_\_ of PAN AMERICAN  
INVESTMENT GROUP PASCO, INC., a Florida corporation, on behalf of the corporation.

☒ Personally known  
☐ Florida Driver's License  
☐ Other Identification Produced

Debra M. Howard  
Notary Public

Debra M. Howard  
Print or type name of Notary  
My Commission Expires: Sept. 20, 2006

(SEAL)



Debra M. Howard  
MY COMMISSION # DD149875 EXPIRES  
September 20, 2006  
BONDED THRU TROY FARM INSURANCE, INC.

Apr. 30. 2004 1:24PM

No. 2350 P. 4/7

LOT 6:

Witnesses:

AMKE, LLC, a Florida limited liability company

Print Name:

Suman.  
C. S. SAMPAA

By:

Print Name:

Kevin Lemacher  
President

Print Title:

Print Name:

Kenneth C. Jensen

STATE OF FLORIDA )

COUNTY OF Pasco )

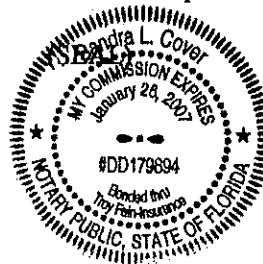
The foregoing instrument was acknowledged before me this 4 day of May, 2004,  
by Kevin Lemacher, as President of AMKE, LLC, a  
Florida limited liability company, on behalf of the company.

☒ Personally known☐ Florida Driver's License☐ Other Identification Produced

Notary Public

Print or type name of Notary

My Commission Expires:



LOTS 7, 8, 9 AND 10:

Witnesses:

Jordan Wapner

Print Name: Jordan Wapner

Shy B/M  
Print Name: Shay Brumbaugh

DURABILITY, INC., a Florida corporation

By: M. Grevelus

Print Name: M. Grevelus

Print Title: President

STATE OF FLORIDA )

COUNTY OF Pinellas )

The foregoing instrument was acknowledged before me this 6 day of May, 2004,  
by Maria Grevelus, as President of DURABILITY, INC.,  
a Florida corporation, on behalf of the corporation.

✓ Personally known  
✓ Florida Driver's License  
    Other Identification Produced

Shy B/M  
Notary Public

Print or type name of Notary  
My Commission Expires:

(SEAL)



Shay Brumbaugh  
Commission # DD286354  
Expires: Feb. 01, 2008  
Aaron Notary 1-800-350-5161

LOT 11:

Witnesses:

Print Name:

Print Name:

STATE OF FLORIDA )

COUNTY OF Pasco )

The foregoing instrument was acknowledged before me this 1 day of May, 2004  
by LYNN C. PAULUS.

- ☒ Personally known  
☐ Florida Driver's License  
☐ Other Identification Produced

Notary Public

Debra M. Howard

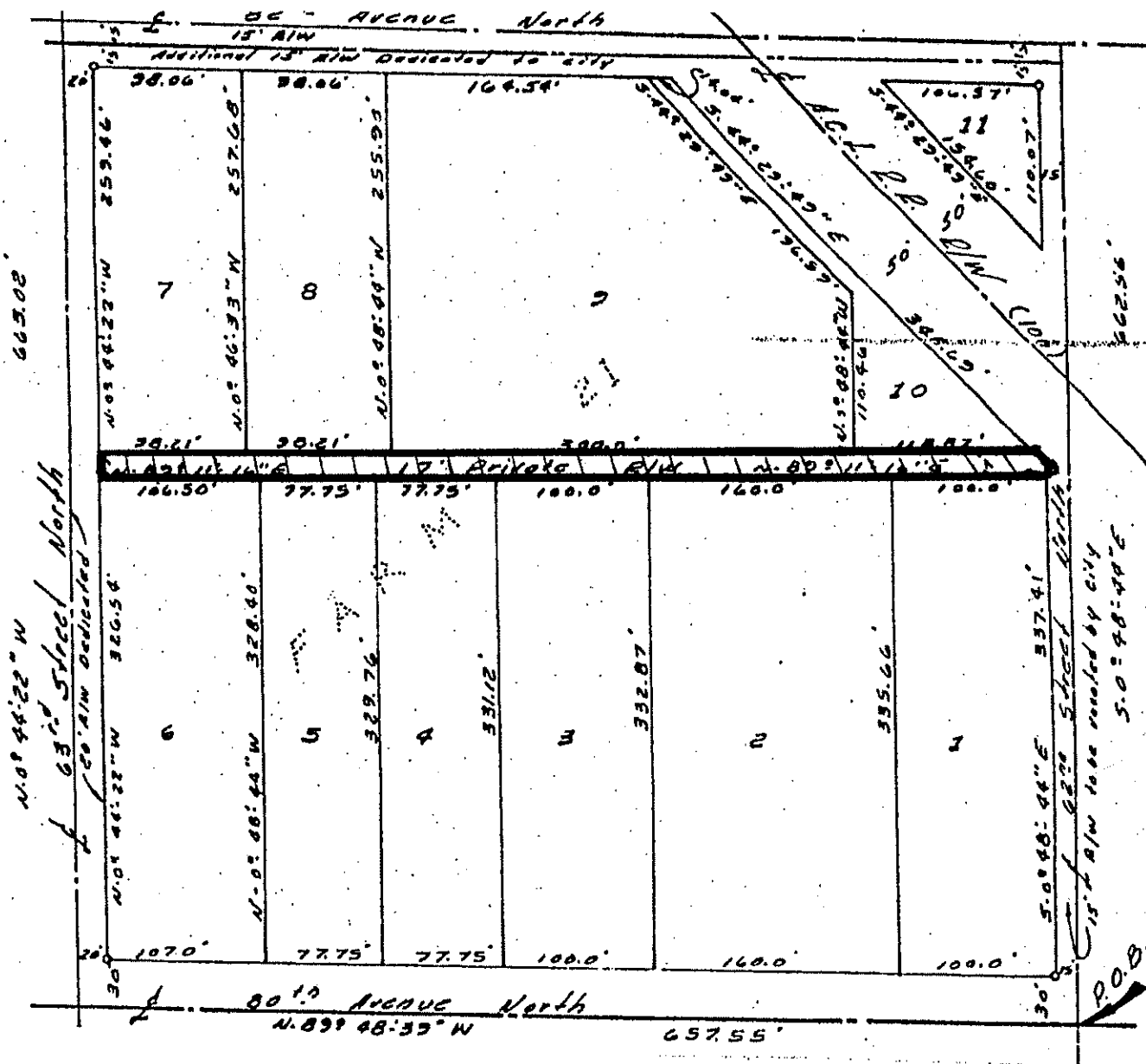
Print or type name of Notary

My Commission Expires: Sept. 20, 2006

(SEAL)



Debra M. Howard  
MY COMMISSION # DD149875 EXPIRES  
September 20, 2006  
BONDED THROUGH TROY FARM INSURANCE, INC.



Legal Description: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, & 11 of Pinellas Park Industries according to the Plat map in Plat Book 54, Page 5, of the Public Records of Pinellas County, Florida.

EXHIBIT "A"

83228324

PONTIL, CARL  
DISSTON-LARGO 69 KV REBUILDIndividual  
E. I. 5643 PAGE 625

## EASEMENT

01 Cash 11 Chg  
40 Rec 12.00  
41 DS 1.25  
43 Int 11.10  
54 Tol 1.25

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors and assigns (GRANTOR herein), in consideration of the sum of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to FLORIDA POWER CORPORATION, its successors, lessees and assigns, (GRANTEE herein), the right, privilege and easement to construct, reconstruct, operate and maintain in perpetuity or until the use thereof is abandoned, one or more electric transmission and distribution lines and related facilities (including supporting structures, communication and other wires, guys, anchors, attachments and accessories desirable in connection therewith) and one or more conduits or pipelines suitable for wire, cables, coal slurry, oil, gas or other fuels, over, upon and across the following described lands in Pinellas County, Florida, and referred to hereinafter as the Easement Area, to wit:

THE SPECIFIC INTENT OF THIS AGREEMENT is to provide for an Easement Area as described in Exhibit "A", attached hereto, incorporated herein, and by this reference, made a part hereof.

Documentary Tax Pd. \$ .25  
Intangible Tax Pd.  
By Mr. B. J. [Signature] Clerk, Pinellas County  
Deputy Clerk

19 19555620 72 1. 14N083  
40 13.40  
41 0.45  
TOTAL 13.45 CHX  
CLERK CIRCUIT COURT  
Nov 16 2 35 PM '83

together with the right to patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines and related facilities, including the right to increase or decrease the number and type of supporting structures, wires and voltage, and to build, maintain and protect such roadways as may be reasonably required for these purposes.

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines and related facilities, including the right to trim, cut and keep clear trees, limbs and undergrowth along said lines, and further including the reasonable right to enter upon the adjoining lands of the GRANTOR for the purpose of exercising the rights herein granted.

GRANTOR covenants and agrees that no trees, buildings, structures or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered more than two feet.

GRANTOR shall have all other rights in and to said Easement Area compatible with GRANTEE'S right to the safe and efficient operation and maintenance of said electric transmission and distribution lines and related facilities, including, but not limited to, the right to utilize said Easement Area for (a) ingress and egress, (b) general farming or pasture purposes, (c) planting low growing shrubbery as beautification, subject, however, to GRANTEE'S right of ingress and egress, and (d) construction, maintenance and travel over roads and streets across the Easement Area; PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right, GRANTOR covenants and agrees to obtain from GRANTEE (P. O. Box 14042, St. Petersburg, Florida, 33733, Attention: Real Estate Department) a prior written determination that the exercise of such right does not interfere with the safe and efficient operation and maintenance of said electric transmission and distribution lines, which determination shall not be arbitrarily or unreasonably withheld.

(continued on reverse side)

RETURN TO

This document prepared by BEAR W. CLARK  
RETURN TO Real Estate Dept., Fla. Power Corp.  
P. O. Box 14042, St. Petersburg, Fla. 33733



GRANTOR warrants and covenants that it has the right to convey to GRANTEE this easement, and that GRANTEE shall have quiet and peaceful possession, use and enjoyment of same.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hands and seals this 16<sup>TH</sup> day of AUGUST, 19 83.

Signed, sealed and delivered  
in the presence of:

Christopher Powell

Carol M. Hagenau

Carl J. Powell

L.S.

L.S.

L.S.

L.S.

State of FLORIDA )  
County of PINELLAS ) ss

The foregoing Easement was acknowledged before me this 16<sup>TH</sup> day of  
AUGUST, 19 83, by CARL J. POWELL

Carol M. Hagenau  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires SEPT. 9, 1994

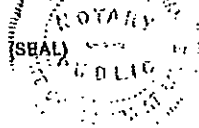


EXHIBIT "A"

THAT PART OF THE FOLLOWING DESCRIBED LANDS:

THOSE LANDS LYING SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE  
OF THE ATLANTIC COAST LINE RAILROAD AND NORTHEASTERLY OF THE FOLLOWING  
DESCRIBED LINE:

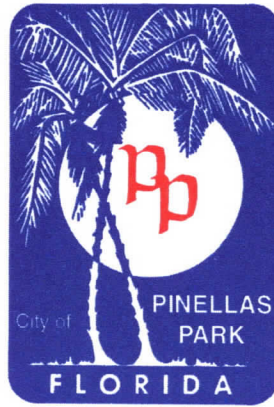
COMMENCE AT THE SE CORNER OF THE NW 1/4 OF SECTION 33, TOWNSHIP 30S,  
RANGE 16E, PINELLAS COUNTY, FLORIDA AND RUN N 0° 44' 09" E ALONG THE  
EAST BOUNDARY OF SAID NW 1/4, 823.47 FEET TO A POINT THAT IS 87 FEET  
SOUTHWESTERLY BY RIGHT ANGLE MEASUREMENT FROM THE CENTERLINE OF THE  
ATLANTIC COAST LINE RAILROAD RIGHT-OF-WAY AND THE POINT OF BEGINNING;  
THENCE RUN NORTHWESTERLY 87 FEET FROM AND PARALLEL TO SAID RAILROAD  
CENTERLINE 33,627 FEET, MORE OR LESS, TO THE NORTH BOUNDARY OF THE  
SOUTH 1/2 OF SECTION 2, TOWNSHIP 30S, RANGE 15E, PINELLAS COUNTY, FLORIDA  
AND THE END OF THIS LINE DESCRIPTION.

THAT FALLS WITHIN THE FOLLOWING:

PINELLAS PARK INDUSTRIES, LOT 1, PB 64/5, LOCATED IN SECTION 29,  
TOWNSHIP 30 SOUTH, RANGE 16 EAST.

City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100



**FLORIDA**

PHONE • (727) 369-0700  
FAX • (727) 544-7448

**Please Respond To:**

City Attorney's Office  
Lauren C. Rubenstein  
James W. Denhardt  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

February 13, 2023

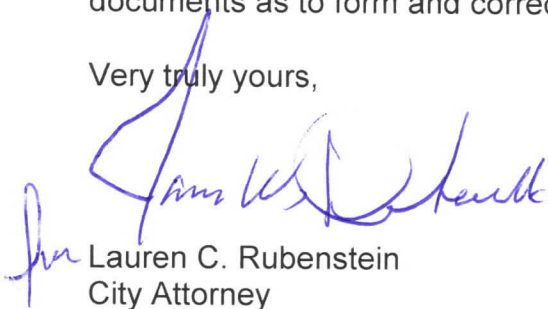
Mr. Aaron Petersen  
Asst. Community Development Administrator  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #23-016**  
**Orange State Steel Construction, Inc. Closing Papers**

Dear Mr. Petersen:

Our office has received and reviewed the closing documents for the purchase of the property located at 6201 80<sup>th</sup> Avenue North. Our office would approve of the closing documents as to form and correctness.

Very truly yours,



Lauren C. Rubenstein  
City Attorney

cc: Bart Diebold, City Manager  
Diane M. Corna, MMC, City Clerk  
Chief Michael Haworth, Asst. City Manager  
Nick Colonna, Community Development Administrator

LCR/dh

23-016.02132023.LAP.6201 80th Ave Closing Papers Orange State Steel Const Inc.wpd



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