

Pinellas County, Florida

Work Order #: 61565913-20

Address: 4000 66TH AVE N., PINELLAS PARK, FL 33781

STR: 34-30S-16E

EASEMENT

THIS EASEMENT (“**Easement**”) from **CITY OF PINELLAS PARK, a Municipal Corporation**, with an address of 5141 78th Ave North, Pinellas Park, FL 33781 (“**GRANTOR**,” whether one or more) to **DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY**, 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 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:

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

Portion of Tax Parcel Number: 34-30-16-10548-011-0010

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) 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

Prepared By:
Manny R. Vilaret, Esquire
Vilaret Law, PLLC
10901 Danka Circle, Suite C
St. Petersburg, Florida 33716

Return To: Duke Energy
Attn: Real Estate Dept.
2166 Palmetto Street
Clearwater, FL 33765
Mail Code: CWBAYG

Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof; (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.

(Remainder of Page Intentionally Left Blank)

(Signatures on Following Page)

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 _____ day of _____, 2026.

Witnesses:

GRANTOR:
CITY OF PINELLAS PARK
a Municipal Corporation

Signature: _____

Print: _____

Address: _____

By: _____
Sandra Bradbury, Mayor

Signature: _____

Print: _____

Address: _____

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day _____, 2026, by Sandra Bradbury, as Mayor, respectively, of the City of Pinellas Park, Florida, a Municipal Corporation, on behalf of the Municipal Corporation who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____



W.C. SHERRILL AND COMPANY LLC

SURVEYING • MAPPING • CONSULTING

P.O. Box 203 • ODESSA • FL 33556 • PHONE: 813.345.4270

April 13, 2026

Legal Description: (Electric Easement)

A tract of land being a portion of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 34, Township 30 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 34; run thence along the East boundary line of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 34, South 00°03'05" West, 30.00 feet to a point of intersection with the South right-of-way line of 66th Avenue N.; thence along said South right-of-way line, North 89°45'30" West, 6.89 feet to the Point of Beginning; thence departing said South right-of-way line, South 00°03'03" West, 43.14 feet; thence South 08°15'12" East, 13.94 feet; thence South 81°44'48" West, 10.00 feet; thence North 08°15'12" West, 14.66 feet; thence North 00°03'03" East, 43.87 feet point of intersection with the aforementioned South right-of-way line of 66th Avenue N., and thence along said South right-of-way line, South 89°56'57" East, 10.00 feet to the Point of Beginning

Containing 578.04 square feet or 0.013 acres, more or less.

Prepared by:

W.C. Sherrill and Company, LLC

P. O. Box 203

Odessa, FL 33556

Ph: 813-345-4270

James H. Kirk, Jr., PSM

DESCRIPTION - SKETCH (NOT A SURVEY)

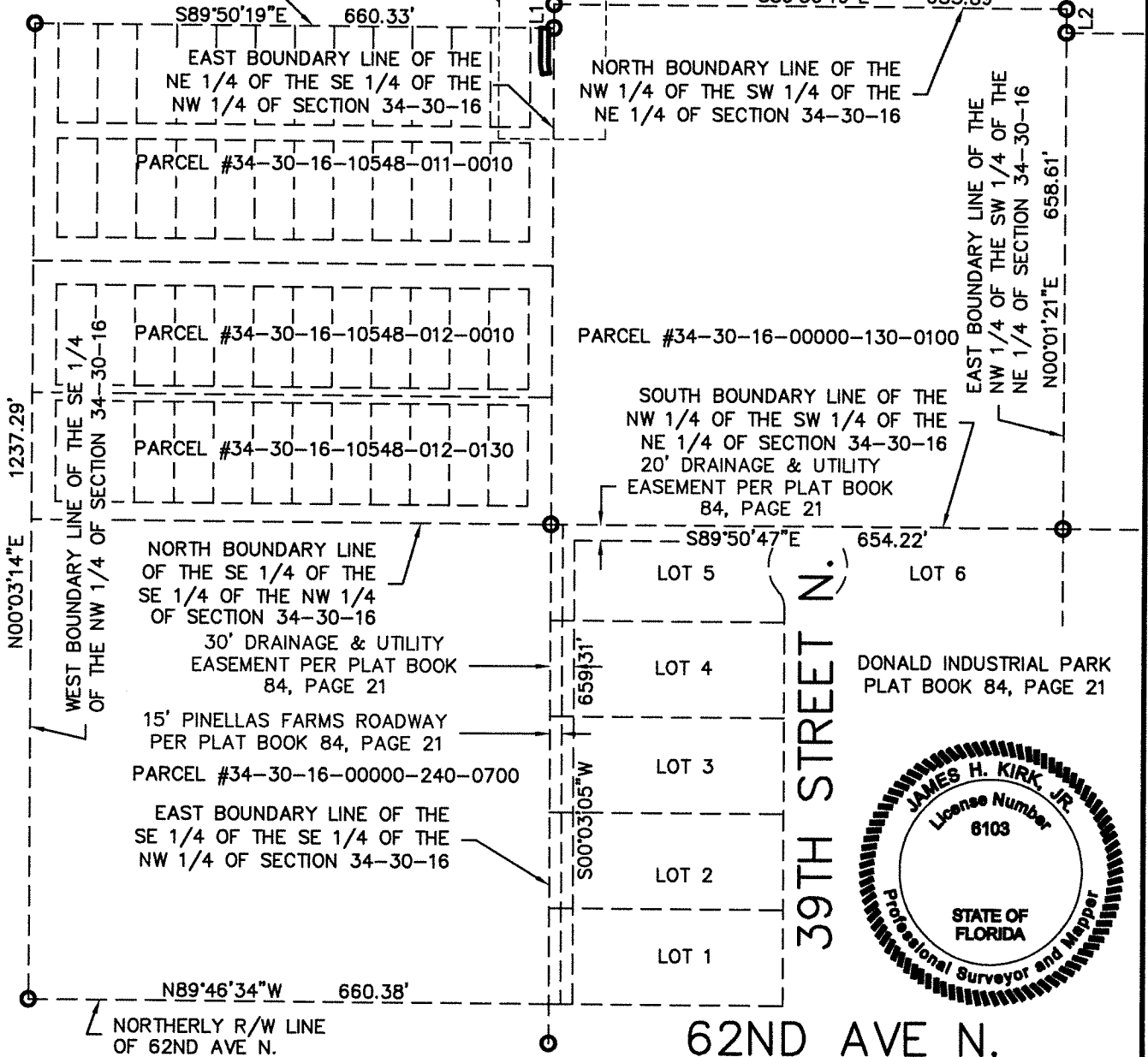
66TH AVE N.

SOUTH RIGHT-OF-WAY
LINE OF 66TH AVENUE N.

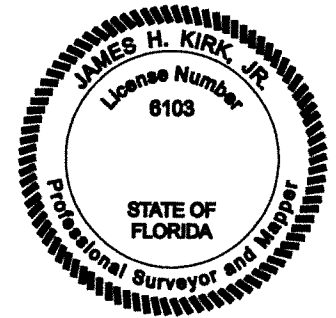
SEE DETAIL
ON SHEET 3

SCALE: 1" = 200'

PARCEL #34-30-16-69966-200-2300



DONALD INDUSTRIAL PARK
PLAT BOOK 84, PAGE 21



SEE PAGE 1 OF 3 FOR LEGAL DESCRIPTION
SEE PAGE 3 OF 3 FOR LINE TABLE AND DETAILS

4-9-26	DESCRIPTION - SKETCH (DUKE EASEMENT)	---	CAB	JHK
Date	Description of Work	Party Chief	Drawn by	Checked by

THIS SKETCH NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYOR'S SEAL

SURVEYOR'S CERTIFICATE

This certifies that a sketch of the property described hereon was made under my supervision and that the drawing hereon is a true and accurate representation thereof and meets the standards of practice for surveys set forth in Chapter 5J-17 by the Florida Board of Land Surveyors pursuant to Section 472.027 Florida State Statutes.

JAMES H. KIRK, JR.

DATE: 4/13/26
P.S.M. No. 6103

Certified to:

CITY OF PINELLAS PARK

W.C. SHERRILL AND COMPANY, LLC

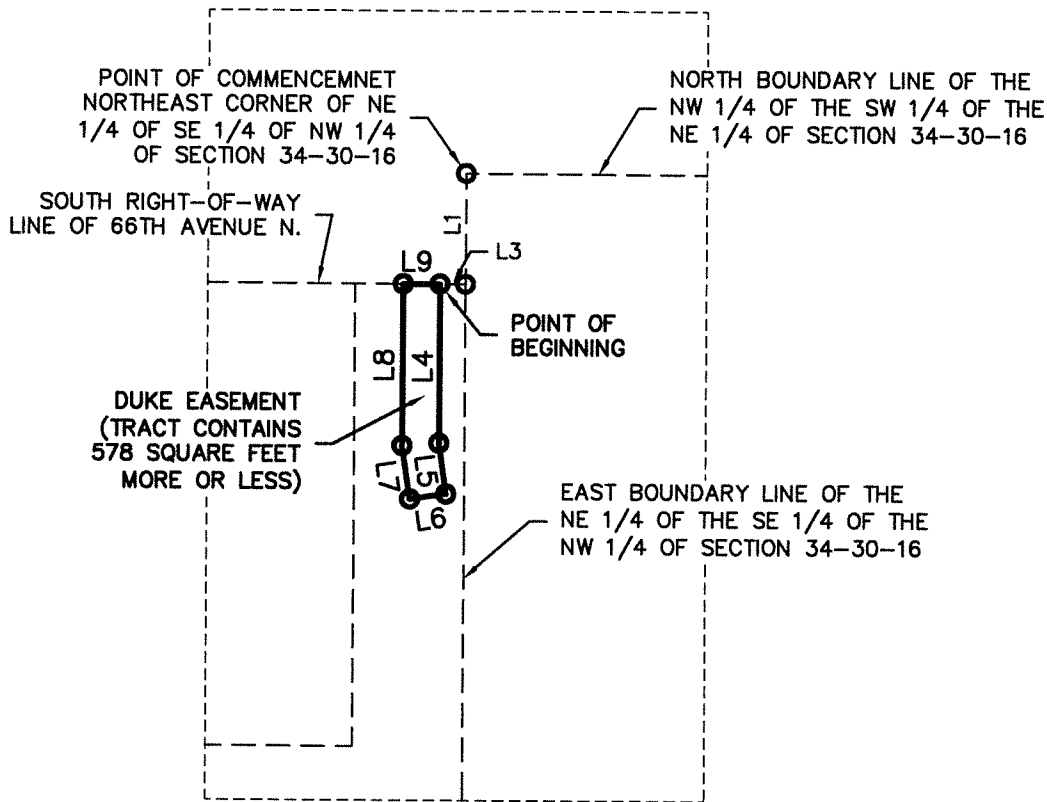
SURVEYING • MAPPING • CONSULTING

P.O. BOX 203 • ODESSA, FLORIDA 33556
P: 813-345-4270 • WEBSITE: WWW.WCSHERRILL.COM
State of Florida, Certificate of Authorization LB #7863

Project No.: 548-181 Date: 4-9-26

Section 34 Township 30 S Range 16 E

DESCRIPTION – SKETCH (NOT A SURVEY)



DETAIL
(NOT TO SCALE)

LINE TABLE		
LINE	LENGTH	BEARING
L1	30.00'	S00°03'05"E
L2	30.00'	S00°01'19"W
L3	6.89'	N89°45'30"W
L4	43.14'	S00°03'03"W
L5	13.94'	S08°15'12"E
L6	10.00'	S81°44'48"W
L7	14.66'	N08°15'12"W
L8	43.87'	N00°03'03"E
L9	10.00'	S89°56'57"E

SEE PAGE 1 OF 3 FOR LEGAL DESCRIPTION

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Certified to:

CITY OF PINELLAS PARK



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