

Prepared by and return to:  
Jennifer R. Cowan, B.C.S.  
Bryant Miller Olive P.A.  
400 N Tampa Street Suite 1600  
Tampa, FL 33602

*This Document has been prepared without benefit of a certified survey or title examination.*

### **PERMANENT EASEMENT**

This Permanent Easement (“Easement”) is made this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, from the **CITY OF PINELLAS PARK**, whose mailing address is **5141 78TH AVE PINELLAS PARK, FL 33781-2456** (“Grantor”) to the **PINELLAS PARK WATER MANAGEMENT DISTRICT**, an independent special district of Florida, whose mailing address is **6460 35th Street North, Pinellas Park, FL 33781** (hereinafter referred to as the “Grantee”)(collectively the “Parties”).

WHEREAS, the Grantor is the fee simple owner of that certain real property located at **GANDY BLVD, ST PETERSBURG, FL 33702**, the legal description of which is attached hereto as Exhibit “A”; and

WHEREAS, the Grantee maintains, repairs, and improves the drainage channel known as Channel 2, which runs adjacent to the Grantor’s property and benefits the Grantor’s property, as well as other properties located in the City of Pinellas Park and Pinellas County; and

WHEREAS, the Grantee requires an easement running over and through the real property specifically described as the Easement in Exhibit “B” (hereinafter, the “Easement Area”) to have improved access to maintain, repair and improve Channel 2 for the lifetime of Channel 2; and

WHEREAS, Grantor is willing to grant the Grantee an Easement which will allow the Grantee full rights of ingress and egress to access and utilize the Easement Area as reasonably needed to access Channel 2.

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the above recitals and all exhibits attached hereto are true and correct and are incorporated herein by this reference.
2. Grantor does hereby grant unto the Grantee, its successors and assigns, for the benefit of Grantee, its successors and assigns, a permanent easement on, over, through, along, under, upon, and across the Easement Area. Said easement will hereinafter be referred to as the “Easement.”
3. The Easement will allow the Grantee the rights granted to the Grantee in this Easement specifically include, but are not limited to: (a) the right for the Grantee to traverse (which may include driving vehicles and equipment in the Easement Area) through the Easement

Area to access and maintain Channel 2; (b) the right for the Grantee to clear the Easement Area of trees, limbs, undergrowth and other physical objects which in the sole opinion of the Grantee endanger or interfere with the safe and efficient ability of Grantee to traverse through the Easement Area; (c) the reasonable right of the Grantee to enter upon the land of the Grantor adjacent to Easement Area for the purpose of ingress and egress to access to the Easement Area; and (d) all other rights and privileges reasonable and necessary or convenient for the Grantee's safe and efficient operation and maintenance of Channel 2 and the enjoyment and use of said Easement for the purposes described above. Grantor covenants and agrees that no building structures or obstacles (except fences, driveways, parking lots, pavement) will be located, constructed, excavated or created within the Easement Area. If fences, driveways, parking lots, or pavement are installed, they will be placed so as to allow ready access to Channel 2. Grantor covenants not to interfere with Channel 2.

4. The Easement will be recorded in the Public Records of Pinellas County, Florida.
5. The Grantor understands and accepts that any above ground improvements, including, but not limited to, driveways, pavement, trees, bushes and grass located in the Easement Area, may be damaged, removed, destroyed, or altered by the Grantee, in its access, maintenance, repair, and improvement of Channel 2. In the event the Grantee determines, in its sole discretion, that it is necessary to remove or alter any of the Grantor's improvements in connection with the access, maintenance, repair, and/or necessary replacements relating to Channel 2, the Grantor, at its sole cost and expense, will be responsible for the repair or replacement of any of the Grantor's improvements that were removed, altered or damaged. Notwithstanding the foregoing, the Grantee agrees to reasonably cooperate with the Grantor to avoid any unnecessary damage to the Grantor's improvements. .
6. It is expressly understood and agreed that the terms, covenants, and conditions of this Easement will run with the land and encumber the Easement Area regardless of title or ownership of said property and regardless of any future changes which may take place thereon.
8. This Easement is nonexclusive, and the Grantor, or its duly authorized agent, will retain the right to enter the Easement Area and to engage in activities not inconsistent with the uses provided for in this Easement. The Grantor will retain the right to grant compatible uses of the property to third parties.
9. Grantor has full power and authority to grant this Easement. Grantor further confirms that entering into this Easement will not interfere or conflict with any other rights to Grantor's property.
10. The enforcement of this Easement and the interpretation of all its provisions are controlled and governed by the laws of the State of Florida.
11. This Easement may not be modified, amended, changed, discharged, cancelled or terminated except by written instrument executed by each of the Parties to this Easement and recorded in the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, the Grantor has hereunto set its hands on the day and year first above written.

GRANTOR:

Signed in the presence of:

\_\_\_\_\_  
*Witness 1 Printed Name:* \_\_\_\_\_

\_\_\_\_\_  
*Witness 1 Address:* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Printed Name:* \_\_\_\_\_

\_\_\_\_\_  
*Witness 2 Printed Name:* \_\_\_\_\_

\_\_\_\_\_  
*Witness 2 Address:* \_\_\_\_\_

\_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF PINELLAS**

The foregoing PERMANENT EASEMENT instrument was sworn to and acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, the Grantor named in the foregoing Easement, who are  personally known to me, or  have produced \_\_\_\_\_ and \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of Florida  
My commission expires: \_\_\_\_\_

**EXHIBIT "A"**

LEGAL DESCRIPTION FOR PARCEL ID 27-30-16-31392-000-0140:

LOTS 14, 15 AND 16 LYING NORTHEASTERLY OF THE SOUTHWEST BOUNDARY LINE OF FLORIDA POWERCORPORATION'S 150-FOOT WIDE TRANSMISSION CORRIDOR, ALL LYING WITHIN GOLDEN ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE(S) 11, LOCATED IN SECTION 27, TOWNSHIP 30 SOUTH, RANGE 16 EAST, TOGETHER WITH VACATED RIGHTS-OF WAY DESCRIBED IN RESOLUTION NO. 10-04 RECORDED FEBRUARY 18, 2010 IN OFFICE RECORDS BOOK 16833, PAGE 1097, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

**EXHIBIT "B"**

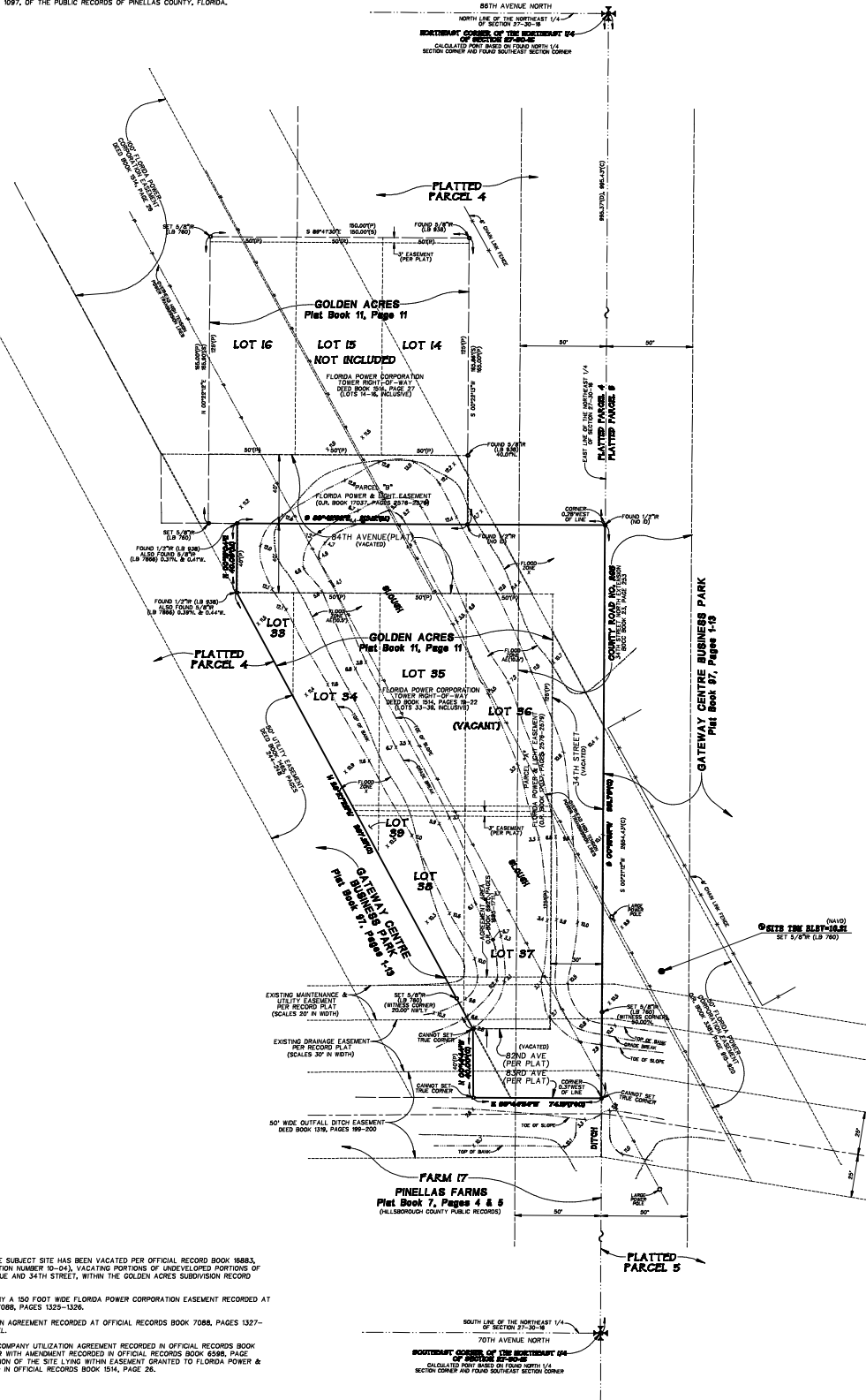
CERTIFIED TO:  
CITY OF PINELLAS PARK

NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 30 SOUTH, RANGE 16 EAST  
SUBJECT PARCEL ID: 27-30-16-31992-000-0350



LEGAL DESCRIPTION (PROVIDED TO SURVEYOR)

LOTS 33, 34, 35, 36, 37, 38 AND 39 LYING NORTHEASTERLY OF THE SOUTHWEST BOUNDARY LINE OF FLORIDA POWER CORPORATION'S 350-FOOT WIDE TRANSMISSION CORRIDOR, ALL LYING WITHIN GOLDEN ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE(S) 11, LOCATED IN SECTION 27, TOWNSHIP 30 SOUTH, RANGE 16 EAST, TOGETHER WITH VACATED RIGHTS-OF-WAY DESCRIBED IN RESOLUTION NO. 0-24 RECORDED FEBRUARY 16, 2010 IN OFFICE RECORDS BOOK 16833, PAGE 1097, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



PARCEL NOTES:

RIGHT-OF-WAY WITHIN THE SUBJECT SITE HAS BEEN VACATED PER OFFICIAL RECORD BOOK 16883, PAGES 1097-1101 (RESOLUTION NUMBER 16-04), VACATING PORTIONS OF UNDEVELOPED PORTIONS OF 82ND AVENUE, 84TH AVENUE AND 34TH STREET, WITHIN THE GOLDEN ACRES SUBDIVISION RECORD PLAT.

PARCELS ARE AFFECTED BY A 150 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT RECORDED AT OFFICIAL RECORDS BOOK 7088, PAGES 1325-1326.

RIGHT-OF-WAY UTILIZATION AGREEMENT RECORDED AT OFFICIAL RECORDS BOOK 7088, PAGES 1327-1334 AFFECTS THIS PARCEL.

FLORIDA POWER & LIGHT COMPANY UTILIZATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 6551, PAGE 1115 TOGETHER WITH AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 6586, PAGE 1228 AFFECTS THAT PORTION OF THE SITE LYING WITHIN EASEMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 1514, PAGE 26.

Current FEMA Flood Zone Data:  
FLOOD ZONING ACCESS AND X  
COMMUNITY PANEL #20251 120302008 J  
REVISED 8/24/21  
Assumed Basis of Bearings:  
SOUTH LINE OF RECORD PARCELS 4 OF GATEWAY CENTRE BUSINESS PARK AS BEING 148°44'34" W.  
Reference Benchmarks:  
ELEVATIONS OBTAINED FROM GPS OBSERVATION USING  
CELESTIAL ZEATH 140 DRESS FORMER WITH CARLSON 1 RT4  
DATA COLLECTOR RUNNING SURVEY VERSION 6 AND  
ARE EXPRESSED IN NAVD 1988 VERTICAL DATUM.

NOTE:  
This survey was prepared with the benefit of a Property Information Report prepared by Investors Title & Settlement Services, Inc. File No: PIR 1077, Dated February 19, 2026.  
Survey not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.  
This survey is made for the exclusive use of the current owners of the property and also those who purchase, mortgage or guarantee the title thereto within one (1) year from latest date shown hereon.

ABBREVIATIONS:  
A/E = ALIEN EASEMENT  
B/C = BENCH MARK OF COUNTY COMMISSIONERS  
C/L = CALCULATED  
D = IDENTIFICATION  
E = EXISTING EASEMENT  
F = FENCED BOUNDARY  
G = MEASURED  
H = NORTH AMERICAN VERTICAL DATUM  
N/W = NORTHWESTERLY  
S/E = SOUTHEASTERLY  
P/C = PLAT AND CALCULATED  
R/L = BOUNDARY LINE/SPRING LINE

**CERTIFICATION**  
I hereby certify that this survey meets the requirements of Chapter 120, Florida Administrative Code.

*John C. Brendla*  
John C. Brendla, Surveyor and Mapper  
Florida License No. 4601  
Certificate of Registration No. 760

**JOHN C. BRENDLA AND ASSOCIATES, INC.**  
Professional Land Surveyors and Mappers

**JCB**  
4015 82nd Avenue North  
Pinellas Park, Florida 33781  
Telephone (727) 576-7546

LB 760 2508-29.CRD

**BOUNDARY SURVEY  
WITH LOCATION  
AND ELEVATIONS**

REVISIONS		
No.	DESCRIPTION	DATE
1.	ADDED AGREEMENT AREA	2/18/26
2.	ADDED ROW UTILIZATION AGREEMENT	3/06/26

FL 995 P.C. 25-26  
JOB NUMBER: 2508-29A  
Survey Date: 11/18/25  
Drawn: JS  
Checked: JCB