

City of Pinellas Park, Item 1205056
Disston – Largo new 230kV
Project ID#: F22038401
Site #: 108267 Land Unit: 1205056



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

SUPPLEMENTAL & AERIAL EASEMENT

This Supplemental Easement entered into this _____ day of _____, 2026, by the undersigned, their heirs, successors and assigns, hereinafter referred to as GRANTOR, and **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY**, sometimes hereinafter referred to as GRANTEE, Post Office Box 14042, St. Petersburg, Florida 33733,

WITNESSETH:

WHEREAS, pursuant to that instrument dated November 2, 1954 and recorded in Deed Book 1514, at Page 153, of the Public Records of Pinellas County, Florida (the “Original Easement”), **DUKE ENERGY FLORIDA, LLC, d/b/a DUKE ENERGY**, as successor in title to Florida Power Corporation, was granted an easement for the transmission and distribution of electricity across certain property described therein, which property includes the lands in Pinellas County, Florida, identified by Tax Parcel Number **34-30-16-0000-130-0100**, and more particularly described in **Exhibit “A”**;

WHEREAS, the GRANTOR now owns and has title to the Easement Area; and

WHEREAS, the GRANTEE is in the process of rebuilding the transmission line and wishes to modify the existing transmission system and the GRANTOR is willing to grant such rights.

NOW, THEREFORE, the GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to GRANTEE and to its successors, lessees, transferees, permittees, and assigns, the supplemental right, privilege and easement to construct, reconstruct, operate and maintain one or more overhead and/or underground electric transmission lines, distribution lines, and communication systems and related facilities for providing electric energy services, and communications services (including services to telecommunication providers and other customers) and the transmission of any and all present or future form of communication by any present or future means or method (including, with respect to all grants herein, supporting structures, communication and other wires, fiber optics, guys, anchors, attachments and accessories in connection therewith) all of which may be installed or constructed over, under, upon, across, through and within GRANTEE's existing Easement Area traversing property now owned by GRANTOR.

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission lines, distribution lines and communication systems and related facilities, including the right to trim, cut, remove, and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in GRANTEE's sole discretion, any tree standing outside the Easement Area which if felled, or upon falling, could fall within five (5) feet of any conductor or other facility included within said Easement Area, and further including the reasonable right to enter upon the adjoining lands owned by GRANTOR for the purpose of exercising the rights herein granted and further including the right to install gates a minimum of sixteen (16) feet in width if GRANTOR has installed a fence within or across the Easement Area, along with GRANTEE's lock linked with GRANTOR's lock.

GRANTOR covenants and agrees that no trees, buildings, structures, ponds or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered more than two (2) feet.

Return to: Duke Energy
Attn: Land Services - Florida
3300 Exchange Place, NP04
Lake Mary, FL 32746

TOGETHER WITH:

An Aerial Easement Area as depicted on attached **Exhibit “B”** attached hereto and incorporated herein by this reference (the “Aerial Easement Area”) which shall provide the right, privilege and easement to construct, remove, reconstruct, operate and maintain in perpetuity, overhead electric transmission and distribution lines, communication systems and related facilities for providing electric energy services, and communications services (including services to telecommunication providers and other customers) and the transmission of any and all present or future form of communication by any present or future means or method (including, with respect to all grants herein, communication and other wires, fiber optics, attachments and accessories in connection therewith).

GRANTOR shall have all other rights in and to said Easement Areas not inconsistent with (i) GRANTEE’s right to the safe and efficient operation and maintenance of said electric transmission and distribution lines, communications systems and related facilities, including clear, continuous access within the Easement Areas, (ii) GRANTEE’S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local laws, rules, or regulations; including, but not limited to, the right to utilize said Easement Areas for (a) ingress and egress, (b) general farming, (c) construction, maintenance and travel over roads and streets across the Easement Areas.

PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right other than ingress and egress, GRANTOR covenants and agrees to obtain from GRANTEE ((800) 700-8744, www.prgnprojectsolutions.com, or P.O. Box 14042, St. Petersburg, Florida 33733, Attention: Asset Protection Right-of-Way Specialist) a prior written determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines and communications systems or with any of the foregoing guidelines or laws.

PROVIDED, ALWAYS, NEVERTHELESS, that nothing herein contained shall in any way or manner impair, alter, or diminish the grant, vesting, purpose, effect, encumbrance or provision of the easement(s) cited hereinbefore.

GRANTOR warrants and covenants that they have the right to convey to GRANTEE the Supplemental and Aerial Easements provided herein, and that GRANTEE, its successors and assigns, 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.

[SIGNATURE PAGE TO FOLLOW]

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.

GRANTOR: CITY OF PINELLAS PARK

Countersigned:

_____, (printed), Mayor

_____, City Manager

Attest:

Approved as to form and legality:

_____, City Attorney

State of _____)
County of _____) ss

The foregoing Easement was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by _____ and _____, its Chairman and its Clerk, respectively of **City of Pinellas Park, a political subdivision of the State of Florida**, who are personally known to me or who have produced _____ as identification.

NOTARY SEAL

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

Legal Description:

FULL-FACILITIES EASEMENT AREA
 Parcel #34-30-16-00000-130-0100

A portion of the parcel recorded in Official Records Book 4436, Page 707, public records of Pinellas County, Florida, lying in Section 34, Township 30 South, Range 16 East, being described as follows:

Commence at the Center of said Section 34; thence North 00°03'09" East, along the west line of the east half of said Section 34, a distance of 831.66 feet to the south line of the Florida Power Corporation easement recorded in Deed Book 1514, Page 153, public records of Pinellas County, Florida, and the Point of Beginning; thence continue North 00°03'09" East, along the west line of said easement, also known as the west line of the northwest 1/4 of the southwest 1/4 of the northeast 1/4 of said Section 34, Pinellas County, Florida, a distance of 100.00 feet to the north line of said easement; thence South 89°48'18" East, along said north easement line, a distance of 673.53 feet to the east line of said easement, also known as the east line of the northwest 1/4 of the southwest 1/4 of the northeast 1/4 of said Section 34, Pinellas County, Florida; thence South 00°15'08" West, along said east line, a distance of 100.00 feet to the south line of said easement; thence North 89°48'18" West, along said south easement line, a distance of 673.19 feet to the Point of Beginning.

Contains 1.55 acres (67,336 Square Feet)

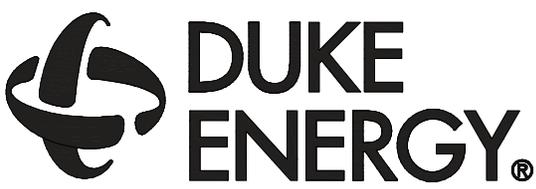
Surveyor's Notes:

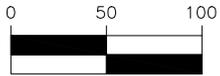
1. North and the bearings shown hereon are referenced to the West line of the East Half of Section 34, Township 30 South, Range 16 East, as being North 00°03'09" East.
2. All measurements shown hereon are in U.S. Survey Feet.

Nicholas DiGruttolo Digitally signed by
 Nicholas DiGruttolo
 Date: 2026.02.12
 10:16:42 -05'00'

Nicholas DiGruttolo Florida Registration No. PSM 6708

020-SD01-DL-02122026.DWG

REVISIONS				CERTIFIED TO: DUKE ENERGY FLORIDA, LLO		 550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2361	
				DESCRIPTION SKETCH			
				CITY OF PINELLAS PARK			
				DISSTON TO LARGO			
				DRAWN	CHECK		SCALE: N/A
				ND	NB		DATE: 02/12/26
					WO:	SHEET 1 OF 2	
					SITE:		LU: 1205056



1 INCH = 100 FEET

SECTION 34
TOWNSHIP 30 SOUTH
RANGE 16 EAST
PINELLAS COUNTY

ITEM 20
LU# 1205056
PARCEL 34-30-16-00000-130-0100
CITY OF PINELLAS PARK
(ORB 4436, PAGE 707)

ITEM 18
LU# 1204835 & 1213326
PARCEL 34-30-16-10548-012-0010
DUKE ENERGY FLORIDA, LLC
(DB 1505, PAGE 634 & DB 1532, PAGE 234)

ITEM 21
LU# 1204831
PARCEL 34-30-16-92196-003-0090
DUKE ENERGY FLORIDA, LLC
(ORB 1518, PAGE 65)

N LINE OF EASEMENT
DB 1514, PAGE 153

S89°48'18"E 673.53'

N00°03'09"E
100.00'

E LINE OF EASEMENT DB 1514, PAGE 153
(AKA E LINE OF THE NW 1/4 OF THE SW 1/4
OF THE NE 1/4 OF SECTION 34)

100' WIDE FLORIDA POWER CORPORATION EASEMENT PER DB 1514, PAGE 153

W LINE OF EASEMENT DB 1514, PAGE 153
(AKA W LINE OF THE NW 1/4 OF THE SW 1/4
OF THE NE 1/4 OF SECTION 34)

S00°15'08"W
100.00'

N89°48'18"W 673.19'

POINT OF
BEGINNING

S LINE OF EASEMENT
DB 1514, PAGE 153

DUKE ENERGY EASEMENT
CONTAINS 1.55 ACRES
(67,336 SQ FT)

(BEARING BASIS)
N00°03'09"E 831.66'

W LINE OF E 1/2
OF SECTION 34

LEGEND:

- AKA ALSO KNOWN AS
- ORB OFFICIAL RECORDS BOOK
- DB DEED BOOK

POINT OF COMMENCEMENT
CENTER OF SECTION 34

020-SD01-DL-02122026.DWG

CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

CITY OF PINELLAS PARK

DISSTON TO LARGO



DUKE ENERGY®

550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

REVISIONS

DRAWN ND	CHECK NB	SCALE: 1"=100' DATE: 02/12/26
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WO:	LU: 1205056
SITE:	

SHEET 2 OF 2

Legal Description:

AERIAL EASEMENT AREA

Parcel #34-30-16-00000-130-0100

A portion of the parcel recorded in Official Records Book 4436, Page 707, public records of Pinellas County, Florida lying in Section 34, Township 30 South, Range 16 East, being described as follows:

Commence at the Center of said Section 34; thence North 00°03'09" East, along the west line of the east half of said Section 34, a distance of 931.66 feet to the north line of the Florida Power Corporation easement recorded in Deed Book 1514, Page 153, public records of Pinellas County, Florida; thence South 89°48'18" East, along said north easement line, a distance of 323.53 feet to the Point of Beginning; thence North 00°15'08" East, a distance of 15.00 feet; thence South 89°48'18" East, a distance of 350.00 feet to the east line of the northwest 1/4 of the southwest 1/4 of the northeast 1/4 of said Section 34, Pinellas County, Florida; thence South 00°15'08" West, along said east line, a distance of 15.00 feet to the north line of said easement recorded in Deed Book 1514, Page 153; thence North 89°48'18" West, along said north line, a distance of 350.00 feet to the Point of Beginning.

Contains 0.12 acre (5,250 Square Feet)

Surveyor's Notes:

1. North and the bearings shown hereon are referenced to the West line of the East Half of Section 34, Township 30 South, Range 16 East, as being North 00°03'09" East.
2. All measurements shown hereon are in U.S. Survey Feet.

Nicholas DiGruttolo Digitally signed by
 Nicholas DiGruttolo
 Date: 2026.02.12
 10:15:58 -05'00'

Nicholas DiGruttolo Florida Registration No. PSM 6708

020-AERIAL-SD01-DL-02122026.DWG

REVISIONS				CERTIFIED TO: DUKE ENERGY FLORIDA, LLC		 550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2361	
				DESCRIPTION SKETCH			
				CITY OF PINELLAS PARK			
				DISSTON TO LARGO			
				DRAWN	CHECK		SCALE: N/A
				ND	NB		DATE: 02/12/26
							WO:
					SITE:	LU: 1205056	
						SHEET 1 OF 2	

Pinellas Park Youth Field redevelopment - Duke Sprowls Transmission Easement

Vessa, Cody <cvessa@georgefyoung.com>

Fri, Feb 27, 2026 at 12:17 PM

To: "Brana, Nick" <Nick.Brana@duke-energy.com>, Aaron Petersen <APetersen@pinellas-park.com>

Cc: Brian Ellis <bellis@pinellas-park.com>, "Gorham, Brian P" <Brian.Gorham@duke-energy.com>, "Hatch, Trevor" <thatch@georgefyoung.com>, "DiGruttolo, Nick" <Nick.DiGruttolo@duke-energy.com>

Thank you, Nick-

Our comments have been addressed in these revisions.

Best,

Cody Vessa, SIT

Survey Project Manager

Phone: (727) 822-4317

Direct: (727) 503-6881

Cell: (727) 220-8944



GEORGE F YOUNG

an SSR Company

299 Dr. Martin Luther King Jr. St. N., St. Petersburg, FL 33701

<https://link.edgepilot.com/s/f3bc187f/yhVp9pY2C0SlkY1lgCCRww?u=http://www.georgefyoung.com/>

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