

This instrument was prepared by and returned to:
Randol D. Mora, Esq.
City Attorney
City of Pinellas Park
P.O. Box 1100
Pinellas Park, Florida 33780-1100

UTILITY EASEMENT

THIS INDENTURE, made this _____ day of _____, A.D., 2025, between **5150 126TH AVE N V1, LLC**, Mailing Address 45 Main Street, Suite 506, Brooklyn, New York, 11201, Party of the First Part, and the **City of Pinellas Park**, located at 5141 78th Avenue North, Pinellas Park, Florida, 33781, 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, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) lawful currency of the United States of America, and for other good and valuable considerations in hand paid by the Party of the Second Part, the receipt and sufficiency of which is hereby acknowledged, the Party of the First Part does hereby grant and release unto the Party of the Second Part, a **Utility Easement** over, under, across and through that portion of Parcel ID# 09/30/16/70992/300/0100, 09/30/16/70992/300/0200 and 09/30/16/70992/400/0700, Property Address 5218 126th Avenue North, Pinellas Park, Florida, 33760 and 5152 126th Avenue North, Pinellas Park, Florida, 33760, as further described in the legal description and sketch of easement area as depicted in Exhibit “A” which is attached hereto and made a part hereof.

See Attached Legal Description and Sketch, Exhibit “A”

It is in the intention of the said Party of the First Part that this easement shall run with the land described above, and be binding upon the Parties, their heirs, assigns, and successors in interest.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set its Hand and Seal the day and year first above written.

**SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:**

GRANTOR:
5150 126TH AVE N V1, LLC
By: ZENITH IOS JV HOLDO LLC, Member of 5150
126TH AVE N V1, LLC
By: Dan Laub, Authorized Signatory of ZENITH IOS
JV HOLDO LLC

(Sign)

(Sign)

(Print)

(Print)

(Address)

(City) (State) (Zip Code)

(Sign)

(Print)

(Address)

(City) (State) (Zip Code)

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 2025 by

(Name of person acknowledging and title of position)

Notary Public signature

(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

UTILITY EASEMENT

Number of Pages ____

Date of Document _____

Signers Other than Named Above NONE

SKETCH AND DESCRIPTION FOR UTILITY EASEMENT

5150 126TH AVE N

PINELLAS PARK, PINELLAS COUNTY, FLORIDA 33760

LOCATED IN: SECTION 9, TOWNSHIP 30 SOUTH, RANGE 16 EAST

EXHIBIT "A"

EASEMENT DESCRIPTION

A PORTION OF LOTS 6 AND 7 IN THE SOUTHEAST 1/4, AND PORTIONS OF LOTS 1, 2, 3 AND 16 IN THE SOUTHWEST 1/4, IN SECTION 9, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS GROVES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, CENTERED ON EXISTING UTILITY LINES AND BEING 7.5 FEET ON EACH SIDE OF A CENTERLINE MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF 126TH AVENUE NORTH (60-FOOT RIGHT-OF-WAY AS SHOWN ON ORB 6519 PAGE 1984) AND THE WESTERLY BOUNDRY OF LOT 3 IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 16 EAST, OF SAID PLAT OF PINELLAS GROVES;

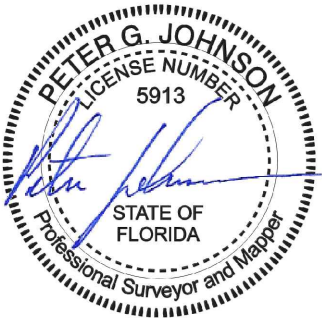
THENCE SOUTH 00 DEGREES 00 MINUTES 31 SECONDS WEST A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT;

THENCE SOUTH 89 DEGREES 50 MINUTES 09 SECONDS EAST A DISTANCE OF 1,331.18 FEET;
THENCE SOUTH 01 DEGREES 12 MINUTES 40 SECONDS WEST A DISTANCE OF 255.05 FEET;
THENCE SOUTH 00 DEGREES 44 MINUTES 48 SECONDS EAST A DISTANCE OF 385.28 FEET;
THENCE SOUTH 19 DEGREES 26 MINUTES 11 SECONDS WEST A DISTANCE OF 94.00 FEET;
THENCE SOUTH 01 DEGREES 13 MINUTES 46 SECONDS EAST A DISTANCE OF 239.02 FEET;
THENCE SOUTH 01 DEGREES 11 MINUTES 56 SECONDS WEST A DISTANCE OF 315.75 FEET TO THE POINT OF TERMINATION, THE SIDES BEING LENGTHENED OR SHORTENED TO BE CONTIGUOUS WITH THE BOUNDARY AS NEEDED, CONTAINING THEREIN AN AREA OF 39,304 SQUARE FEET, OR 0.902 ACRES, MORE OR LESS.

MISCELLANEOUS NOTES

1. DISTANCES SHOWN ON THIS SKETCH ARE GROUND.
2. SOME FEATURES ON THIS SKETCH MAY BE SHOWN OUT OF SCALE FOR CLARITY.
3. DIMENSIONS ON THIS SKETCH ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
4. THIS EXHIBIT IS FOR AN EASEMENT ACQUISITION AND IS NOT A BOUNDARY SURVEY.
5. THE COURSE OF THE EASEMENT DESCRIBED HEREIN IS BASED UPON MAPS PROVIDED BY THE PINELLAS COUNTY UTILITIES ENGINEERING DEPARTMENT AND FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES.
6. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE PROPERTY SKETCH AND DESCRIBED HEREON ARE ACCURATE. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRATICE AS SET FORTH IN CHAPTER 61G17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472 FLORIDA STATUTES.



PETER G. JOHNSON
PROFESSIONAL SURVEYOR AND MAPPER LS5913
STATE OF FLORIDA
FLORIDA C.O.A. LB8173

SHEET 1 OF 2

*****SEE SHEET 2 OF 2 FOR
EASEMENT DRAWING*****

NOT A SURVEY

BLEW

Surveying | Engineering | Environmental

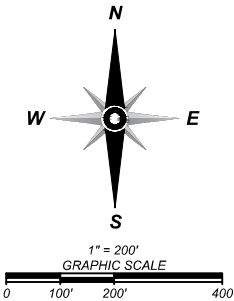
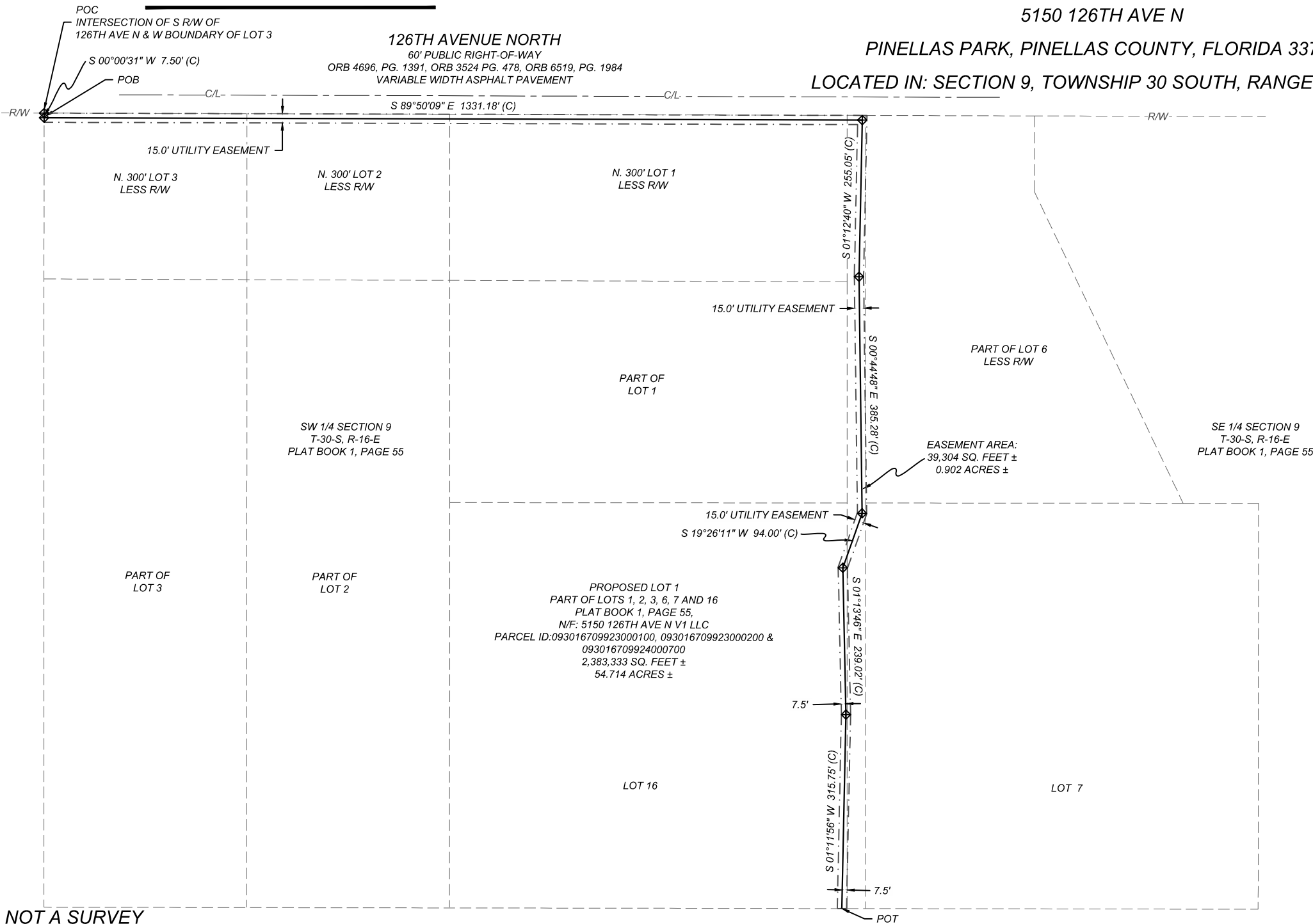
3825 N. SHILOH DRIVE
FAYETTEVILLE, AR 72703
SURVEY@BLEWINC.COM

DATE: 02/28/2025
PROJECT #24-6772.01

479.443.4506
WWW.BLEWINC.COM

EXHIBIT "A"

SKETCH AND DESCRIPTION FOR UTILITY EASEMENT



LEGEND & SYMBOLS

◆	COMPUTED POINT
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
POT	POINT OF TERMINATION
(C)	CALCULATED DIMENSION
R/W	RIGHT-OF-WAY
C/L	CENTERLINE
— — — — —	PROPOSED EASEMENT CENTERLINE
- . - . - . -	EXTENT OF EASEMENT LINE
— — — — —	ROAD CENTERLINE
- - - - -	LOT LINE

SHEET 2 OF 2

BLEW

Surveying | Engineering | Environmental

3825 N. SHILOH DRIVE
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SURVEY@BLEWINC.COM

DATE: 02/28/2025
PROJECT #24-6772.01

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WWW.BLEWINC.COM

NOT A SURVEY



Todd Biron <tbiron@pinellas-park.com>

RE: ESMT-2025-00021 Utility Easement - SURVEY REVIEW


McKay, Michael <mmckay@georgefyoung.com>
To: Todd Biron <tbiron@pinellas-park.com>
Cc: "Hatch, Trevor" <thatch@georgefyoung.com>, Aaron Petersen <APetersen@pinellas-park.com>




Thu, Apr 10, 2025 at 3:55 PM

Todd,

All comments have been satisfied.

Respectfully,





Michael McKay

Senior Survey Project Manager

Phone: (727) 822-4317

Cell: (727) 318-0306

GEORGE F YOUNG

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

https://link.edgepilot.com/s/99cc4b16/B_Rhzt8Y8E_A08n1JqNxw?u=http://www.georgefyoung.com/

Sarasota | Bradenton | St. Petersburg | Tampa | Orlando | Gainesville | Punta Gorda | Birmingham

PRIVACY/CONFIDENTIALITY NOTICE:

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GLOBAL CONSENT

THIS GLOBAL CONSENT (the “Consent”), dated as of July 5, 2022 (the “Effective Date”), is hereby adopted and approved by each of the undersigned parties.

RECITALS

WHEREAS, Zenith JV Member Manager LLC, a Delaware limited liability company (“Zenith Manager”), is the sole member of Zenith JV Member LLC, a Delaware limited liability company (the “Company”);

WHEREAS, the Company, as managing member, and IOS Realty Company LLC, a Delaware limited liability company (the “Investor”), are the sole members of Zenith IOS JV LLC, a Delaware limited liability company (the “Joint Venture”) pursuant to that certain Amended and Restated Limited Liability Company Operating Agreement of the Joint Venture, dated as of December 16, 2021 (as amended, the “JV Operating Agreement”);

WHEREAS, the Joint Venture is the sole member of Zenith IOS JV Holdco LLC, a Delaware limited liability company (the “JV Holdco”), and the JV Holdco is the sole member of 5150 126th Ave N V1, LLC, a Delaware limited liability company (the “Property Owner”);

WHEREAS, _____ (the “Original Contract Purchaser”) has entered into an agreement (as amended, the “Purchase Agreement”), pursuant to which the Original Contract Purchaser has agreed to purchase certain real property set forth on Exhibit A attached hereto and made a part hereof (the “Property”);

WHEREAS, on or about the Effective Date it is proposed that (i) the Original Contract Purchaser assign to the Property Owner, and the Property Owner assume, the Original Contract Purchaser’s rights and obligations under the Purchase Agreement pursuant to an assignment and assumption agreement (the “Assignment and Assumption Agreement”), (ii) the Property Owner acquire the Property, and (iii) the Property Owner enter into the documents listed on Exhibit B attached hereto and made a part hereof (collectively, the “Transaction Documents”) (the actions referred to in clauses (i) and (ii) being, collectively, the “Transaction”);

WHEREAS, (i) the Zenith Manager is the sole member of the Company, (ii) the Company is the managing member of the Joint Venture pursuant to the JV Operating Agreement, (iii) Investor is a member of the Joint Venture pursuant to the JV Operating Agreement, and (iv) the Company and the Investor collectively have the power and authority under the JV Operating Agreement to approve the Transaction for and on behalf of the Joint Venture and to authorize and cause the Joint Venture to cause the JV Holdco to cause the Property Owner to effectuate the Transaction; and

WHEREAS, in the judgment of the undersigned parties, it is desirable and in the best interests of the Zenith Manager, the Company, the Investor, the Joint Venture, the JV Holdco and the Property Owner for the Transaction to be consummated.

CONSENTS

NOW, THEREFORE, BE IT CONSENTED, that the Transaction is hereby authorized and approved in all material respects;

FURTHER CONSENTED, that the authorized signatories of the Property Owner are hereby designated as Benjamin Atkins and Daniel Laub (each, an "Authorized Signatory") and each Authorized Signatory is individually hereby authorized and empowered to individually cause the Property Owner to execute and/or deliver the Transaction Documents on behalf of Property Owner;

FURTHER CONSENTED, that each of the Zenith Manager, the Company, the Investor, the Joint Venture, the JV Holdco and the Property Owner are hereby authorized and directed, as applicable, to execute and deliver the Transaction Documents so as to enable the Property Owner to consummate the Transaction (the execution and delivery of such agreements, documents, instruments and certificates by an Authorized Signatory being conclusive evidence of such determination that such execution and deliveries are necessary or appropriate);


FURTHER CONSENTED, that any and all actions previously taken by either Authorized Signatory with respect to the Transaction, including, without limitation, the execution and delivery of the Purchase Agreement, are hereby ratified and confirmed in all respects; and

FURTHER CONSENTED, that electronic mail counterpart signatures to this Consent, including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com), shall be acceptable and binding.


*(Remainder of Page Intentionally Blank;
Signatures on the Following Page)*

IN WITNESS WHEREOF, each of the undersigned has caused this Consent to be executed as of the date first above written.

Zenith JV Member Manager LLC

By: 
Name: BEN ATKINS
Title: AUTHORIZED SIGNATORY

Zenith JV Member LLC

By: 
Name: BEN ATKINS
Title: AUTHORIZED SIGNATORY

Zenith IOS JV LLC

By: Zenith JV Member LLC, its managing member

By: 
Name: BEN ATKINS
Title: AUTHORIZED SIGNATORY

Zenith IOS JV Holdco LLC

By: Zenith IOS JV LLC, its sole member

By: Zenith JV Member LLC, its managing member

By: 
Name: BEN ATKINS
Title: AUTHORIZED SIGNATORY

(Signatures continue on the following page.)

IOS Realty Company LLC

By: RFK
Name: **Ryan Kavanaugh**
Title: Authorized Signatory

Exhibit A

Property

5150 126th Ave N, Clearwater, FL

EXHIBIT A: LEGAL DESCRIPTION

Parcel 1:

A portion of Lots 13 and 14, Pinellas Groves, and being more particularly described as follows:

Commence at the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 9, Township 30 South, Range 16 East, for a point of reference; thence North 89 degrees 56 minutes 35 seconds West, and along the South line of said Northwest Quarter, a distance of 516.18 feet; thence North 00 degrees 01 minutes 19 seconds East, 30.00 feet to a point on the North right-of-way line of 126th Avenue North for a POINT OF BEGINNING; thence North 89 degrees 56 minutes 35 seconds West, and along said North right-of-way line, 159.15 feet; thence North 00 degrees 06 minutes 02 seconds East, 140.31 feet; thence South 89 degrees 28 minutes 15 seconds West, 30.19 feet; thence North 00 degrees 24 minutes 46 seconds East, 85.47 feet; thence South 89 degrees 43 minutes 55 seconds East, 29.67 feet; thence North 00 degrees 00 minutes 22 seconds West, 150.34 feet; thence South 89 degrees 44 minutes 44 seconds West, 28.97 feet; thence North 00 degrees 00 minutes 11 seconds West, 45.88 feet; thence North 87 degrees 54 minutes 40 seconds East, 28.83 feet; thence North 00 degrees 00 minutes 10 seconds West, 67.83 feet; thence North 89 degrees 45 minutes 39 seconds East, 159.17 feet; thence South 00 degrees 01 minutes 19 seconds West, 491.16 feet to the POINT OF BEGINNING, lying and being in Pinellas County, Florida.

LESS AND EXCEPT: Road Right of Way for 126th Avenue North on South.

Parcel 2:

Lots 8 and 9 in the Northeast 1/4; and Lot 14 in the Northwest 1/4, PINELLAS GROVES, in Section 9, Township 30 South, Range 16 East, according to the plat thereof, recorded in Plat Book [1, Page 55](#), Public Records Pinellas County, Florida; Together with the 30.00 foot vacated right of way lying between said Lots 9 and 14, as vacated and abandoned by Resolution recorded in Official Records Book [5055, Page 1520](#), Public Records Pinellas County, Florida.

LESS AND EXCEPT: Road Right of Way for 126th Avenue North on South.

ALSO LESS AND EXCEPT: from the above lands any portion lying with in the Florida Power Corporation Right of Way on East.

ALSO LESS AND EXCEPT: from the above lands that portion lying within the following described property:

A portion of Lots 13 and 14, Pinellas Groves, and being more particularly described as follows:

Commence at the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 9, Township 30 South, Range 16 East, for a point of reference; thence North 89 degrees 56 minutes 35 seconds West, and along the South line of said Northwest Quarter, a distance of 516.18 feet; thence North 00 degrees 01 minutes 19 seconds East, 30.00 feet to a point on the North right-of-way line of 126th Avenue North for a POINT OF BEGINNING; thence North 89 degrees 56 minutes 35 seconds West, and along said North right-of-way line, 159.15 feet; thence North 00 degrees 06 minutes 02 seconds East, 140.31 feet; thence South 89 degrees 28 minutes 15 seconds West, 30.19 feet; thence North 00 degrees 24 minutes 46 seconds East, 85.47 feet; thence South 89 degrees 43 minutes 55 seconds East, 29.67 feet; thence North 00 degrees 00 minutes 22 seconds West, 150.34 feet; thence South 89 degrees 44 minutes 44 seconds West, 28.97 feet; thence North 00 degrees 00 minutes 11 seconds West, 45.88 feet; thence North 87 degrees 54 minutes 40 seconds East, 28.83 feet; thence North 00 degrees 00 minutes 10 seconds West, 67.83 feet; thence North 89 degrees 45 minutes 39 seconds East, 159.17 feet; thence South 00 degrees 01 minutes 19 seconds West, 491.16 feet to the POINT OF BEGINNING, lying and being in Pinellas County, Florida.

ALSO LESS AND EXCEPT: from the above lands that portion lying within the following described property:

A portion of Lots 8, 9, and 15, in the Northeast 1/4 of Section 9, Township 30 South, Range 16 East, Pinellas Groves, Inc., as recorded in Plat Book [1, Page 55](#), Public Records of Pinellas County, Florida, described as follows:

From the Southwest corner of the Northeast 1/4 of Section 9, Township 30 South, Range 16 East, run South 89 degrees 57 minutes 22 seconds East, 505.74 feet to the East line of Florida Power Corporation right-of-way; thence North 25 degrees 36 minutes 32 seconds West, 33.20 feet for a POINT OF BEGINNING on the North right-of-way line of 126th Avenue North and 60.00 foot right-of-way for a POINT OF BEGINNING; thence continue North 25 degrees 36 minutes 32 seconds West, 1,426.19 feet to the North line of Lot 15; thence South 89 degrees 57 minutes 22 seconds East, along the North line of Lots 15 and 8, 766.23 feet to the Northeast corner of Lot 8; thence South 00 degrees 02 minutes 13 seconds West, along the East line of Lots 8 and 9, 1,285.62 feet to the North right-of-way line of 126th Avenue North; thence North 89 degrees 57 minutes 22 seconds West, 148.96 feet to the POINT OF BEGINNING.

Parcel 3:

The North 300.00 feet of Lots 1, 2 and 3 in the Southwest 1/4, PINELLAS GROVES, in Section 9, Township 30 South, Range 16 East, according to the plat thereof, recorded in Plat Book [1, Page 55](#), Public Records Pinellas County, Florida.

LESS AND EXCEPT: Road Right of Way for 126th Avenue North on North.

Parcel 4:

Lot 6 and Lot 7 in the Southeast 1/4, PINELLAS GROVES, in Section 9, Township 30 South, Range 16 East, according to the plat thereof, recorded in Plat Book [1, Page 55](#), Public Records Pinellas County, Florida. Together with the 30.00 foot vacated right of way lying West of and adjacent to said Lots 6 and 7, as vacated and abandoned by Resolution recorded in Official Records Book [5055, Page 1520](#), Public Records Pinellas County, Florida.

LESS AND EXCEPT: Commencing at the NW corner of Lot 6, of PINELLAS GROVES in the SE 1/4 of Section 9, Township 30 South, Range 16 East, as recorded in Plat Book [1, Page 55](#), Public Records of Pinellas County, Florida, said point also being the NW corner of the NW 1/4 of the SE 1/4 of said Section 9; thence S 89° 58' 9" E, along the North boundary of said Lot 6, PINELLAS GROVES, said line also being the North boundary of the NW 1/4 of the SE 1/4 of said Section 9, a distance of 516.73 feet to a point on the Northeasterly line of FLORIDA POWER CORPORATION'S existing transmission right-of-way, said point being the Point of Beginning; thence S 25° 32' 18" E, along the Northeasterly right-of-way line, a distance of 319.57 feet to a point on the East boundary of the E 1/2 of said Lot 6; thence N 0° 01' 28" E, along said East boundary, 288.27 feet to the NE corner of the E 1/2 of said Lot 6; thence N 89° 58' 09" W, along the North boundary of the E 1/2 of said Lot 6, a distance of 137.89 feet to the Point of Beginning.

ALSO LESS AND EXCEPT: Road Right of Way for 126th Avenue North on North.

ALSO LESS AND EXCEPT: from the above lands any portion lying with in the Florida Power Corporation Right of Way on East.

ALSO LESS AND EXCEPT: THAT PORTION OF LOT 6 IN THE SOUTHEAST 1/4, PINELLAS GROVES, IN SECTION 9, TOWNSHIP 30 SOUTH, RANGE 16 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS, PINELLAS COUNTY, FLORIDA, LYING AND BEING NORTHEAST OF THE FLORIDA POWER CORPORATION RIGHT OF WAY, RECORDED OFFICIAL RECORDS BOOK 4024, PAGE 167, PUBLIC RECORDS, PINELLAS COUNTY, FLORIDA. LESS ROAD RIGHT-OF-WAY, RECORDED OFFICIAL RECORDS BOOK 4696, PAGE 1391, PUBLIC RECORDS, PINELLAS COUNTY, FLORIDA AND LESS PINELLAS COUNTY MAINTAINED RIGHT-OF-WAY (SECTION RB B-15).

Parcel 5:

The West 1/2 of Lot 1, and all of Lots 2 and 3, and the West 1/2 of Lot 16 in the Southwest 1/4, PINELLAS GROVES, in Section 9, Township 30 South, Range 16 East, according to the plat thereof, recorded in Plat Book [1, Page 55](#), Public Records Pinellas County, Florida; Less and Except the North 300.00 feet of the West 1/2 of Lot 1, and Less and Except the North 300.00 feet of Lots 2 and 3.

And

The East 1/2 of Lot 1 and the East 1/2 of Lot 16 in the Southwest 1/4, PINELLAS GROVES, in Section 9, Township 30 South, Range 16 East, according to the plat thereof, recorded in Plat Book [1, Page 55](#), Public Records Pinellas County, Florida; Less and Except the North 300.00 feet of the East 1/2 of Lot 1.

Parcel 6:

Lots 13 and 15 in the Northwest 1/4, PINELLAS GROVES, in Section 9, Township 30 South, Range 16 East, according to the plat thereof, recorded in Plat Book [1, Page 55](#), Public Records Pinellas County, Florida.

LESS AND EXCEPT: Road Right of Way for 126th Avenue North on South.

ALSO LESS AND EXCEPT: from the above lands any portion lying with in the Florida Power Corporation Right of Way on East.

ALSO LESS AND EXCEPT: from the above lands that portion lying within the following described property:

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Exhibit B

List of Transaction Documents

1. Assignment and Assumption Agreement;
2. Any closing documents required to be executed pursuant to the terms of the Purchase Agreement.