

This instrument was prepared by and returned to:
Lauren C. Rubenstein, Esquire
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., 2023, between **Draw Real Estate, LLC**, an Illinois Limited Liability Company, whose mailing address is 2401 S. Laflin Street, Chicago, Illinois, 60608, Party of the First Part, and the **City of Pinellas Park**, a Florida municipal corporation, 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 releases unto the Party of the Second Part, a **Utility Easement** over, under, across and through that portion of Parcel ID# 10/30/16/71010/400/0200, Property Address, 3560 126th Avenue North, Clearwater, Florida, 33762, 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, and 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 his Hand and Seal the day and year first above written.
SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:

Draw Real Estate, LLC
By: Frank Ward JR, Manager

(Witness#1) _____
(signature) _____
(print name) _____

(signature) _____
(print name) _____

(Witness#2) _____
(signature) _____
(print name) _____

State of Illinois

County of Cook

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 2023 by

(Name of person acknowledging and title of position)

Notary Public signature

(Name of Notary typed, printed or stamped)

Personally known _____ or produced identification _____

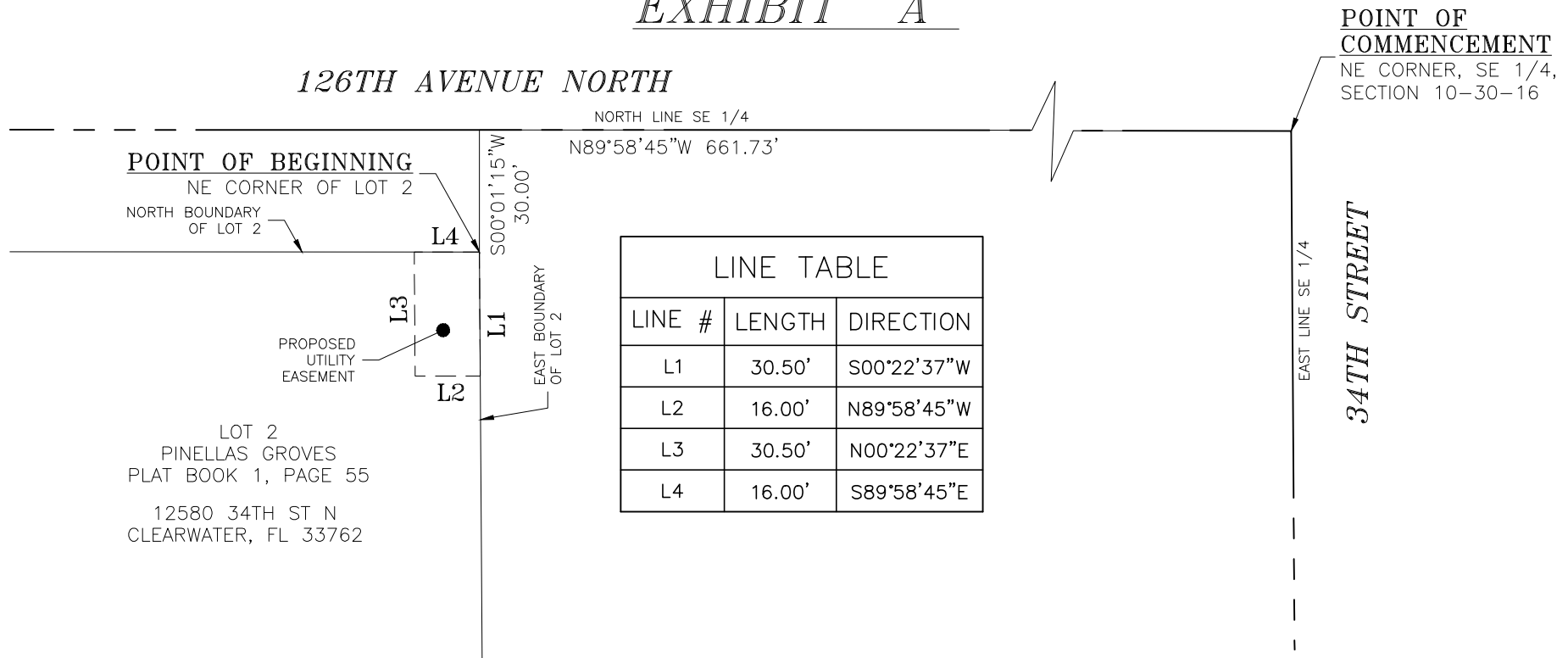
Type of identification produced _____

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

EXHIBIT "A"



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	30.50'	S00°22'37\"W
L2	16.00'	N89°58'45\"W
L3	30.50'	N00°22'37\"E
L4	16.00'	S89°58'45\"E

LEGAL DESCRIPTION

A PART OF LOT 2 OF PINELLAS GROVES, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 30 SOUTH, RANGE 16 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 10; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 10 N89°58'45\"W, A DISTANCE OF 661.73 FEET; THENCE DEPARTING SAID NORTH LINE S00°01'15\"W, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 2 AND THE POINT OF BEGINNING; THENCE ALONG THE EAST BOUNDARY OF SAID LOT 2 S00°22'37\"W, A DISTANCE OF 30.50 FEET; THENCE DEPARTING SAID EAST BOUNDARY N89°58'45\"W, A DISTANCE OF 16.00 FEET; THENCE N00°22'37\"E, A DISTANCE OF 30.50 FEET TO A POINT ON THE NORTH BOUNDARY OF AFORESAID LOT 2; THENCE ALONG THE SAID NORTH BOUNDARY S89°58'45\"E, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 488 SQUARE FEET, MORE OR LESS.



George F. Young, Inc. 299 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701 PHONE (727) 822-4317 FAX (727) 822-2919 BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM CIVIL & TRANSPORTATION ENGINEERING ECOLOGY IGIS LANDSCAPE ARCHITECTURE PLANNING SURVEYING SUBSURFACE UTILITY ENGINEERING GAINESVILLE LAKEWOOD RANCH ORLANDO ST. PETERSBURG TAMPA		SKETCH & DESCRIPTION PINELLAS COUNTY, FLORIDA SECTION 10, TOWNSHIP 30 S., RANGE 16 E. PREPARED FOR:		JOB NO. 13011701SC SHEET NO. 1 OF 1
CREW CHIEF DRAWN BRC 1-31-23 CHECKED TH 1-31-23 FIELD BOOK FIELD DATE	INITIALS DATE	TREVOR HATCH PSM LS 7443 DATE		

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CITY HALL - P.O.Box 1100
PINELLAS PARK, FL 33780-1100

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

March 28, 2023

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

RE: City Document #23-062
Utility Easement with Draw Real Estate, LLC

Dear Mr. Petersen:

Our office has received and reviewed the above-referenced Utility Easement. We would recommend updating the first paragraph of the Utility Easement to read:

. . . between **Draw Real Estate, LLC**, an Illinois Limited Liability Company, whose mailing address is 2401 S. Laflin Street, Chicago, Illinois, 60608, Party of the First Part, and the **City of Pinellas Park**, a Florida municipal corporation, located at

Our office would also recommend that the second paragraph be updated (with the updated language previously provided in City Attorney Document responses 23-024 and 23-027) to read as follows:

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 releases unto the Party of the Second Part, a Utility Easement

Mr. Aaron Petersen
March 28, 2023
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Once the above changes are incorporated into the Easement Agreement, and assuming that the legal description contained in Exhibit A is correct, our office would approve of the Utility Easement 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

23-062.03282023.LAP.Utility Easement with Draw Real Estate, LLC.wpd