

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: _____

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 27-30-16-31392-000-0350:

GOLDEN ACRES LOT 35 & THAT PART OF LOTS 33, 34, 38 & 39 NOT REPLATTED
TO GATEWAY CENTRE BUSINESS PARK & LOTS 36 & 37 LESS E 20FT FOR RD
R/W TOGETHER WITH VAC RD R/W ADJ ON N, S & E

EXHIBIT "B"

NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 30 SOUTH, RANGE 16 EAST SKETCH AND DESCRIPTION FOR DRAINAGE EASEMENT

SUBJECT SITE PARCEL ID: 27-30-16-31392-000-0350
SUBJECT SITE OFFICIAL RECORDS BOOK 7088, PAGES 1325-1326
SUBJECT SITE ADDRESS: GANDY BOULEVARD ST. PETERSBURG, FL 33702

LEGAL DESCRIPTION OF DRAINAGE EASEMENT:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND RUN THENCE N.00°21'12"W. ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27 A DISTANCE OF 1327.21 FEET TO THE SOUTHEAST POINT OF INTERSECTION OF 82ND AVENUE/83RD AVENUE (40 FOOT WIDE PLATTED RIGHTS-OF-WAY), VACATED) WITH 34TH STREET (30 FOOT WIDE PLATTED RIGHT-OF-WAY, VACATED); THENCE RUN N.89°44'54"W. ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 82ND AVENUE/83RD AVENUE A DISTANCE OF 0.31 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N.89°44'54"W. ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 74.19 TO A POINT; THENCE RUN N.00°14'44"W. A DISTANCE OF 40.00 FEET TO A POINT ON A NORTHEASTERLY BOUNDARY OF GATEWAY CENTRE BUSINESS PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 97, PAGES 1 THROUGH 13, INCLUSIVE OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE RUN N.28°27'22"W. ALONG SAID NORTHEASTERLY BOUNDARY A DISTANCE OF 28.75 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY LINE OF AN EXISTING MAINTENANCE AND UTILITY EASEMENT AS SHOWN ON SAID PLAT OF GATEWAY CENTRE BUSINESS PARK, THENCE RUN N.89°40'26"E. ALONG THE NORTH LINE OF SAID EASEMENT A DISTANCE OF 88.48 FEET TO A POINT; THENCE RUN S.00°21'32"W. A DISTANCE OF 66.11 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 5071.55 SQUARE FEET OR 0.1164+ACRES.

**THIS DESCRIPTION AND SKETCH IS BASED ON RECORDED PLAT DATA,
RECORDED DEED EASEMENT DATA AND FIELD SURVEY DATA PERFORMED ON
NOVEMBER 18, 2025 BY THIS FIRM**

FOR: PINELLAS PARK WATER MANAGEMENT DISTRICT

Assumed Basis of Bearings:

SOUTH LINE OF PARCEL 4 OF GATEWAY CENTRE
BUSINESS PARK AS BEING N.89°44'54"W. PER
RECORD PLAT.

THIS SKETCH AND DESCRIPTION IS NOT VALID
AND COMPLETE WITHOUT BOTH SHEETS

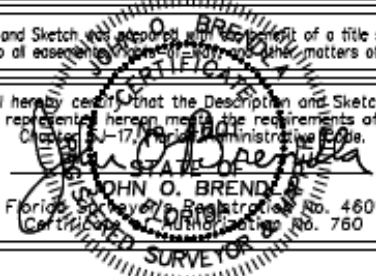
PREPARED: 3/12/26

THIS IS NOT A SURVEY

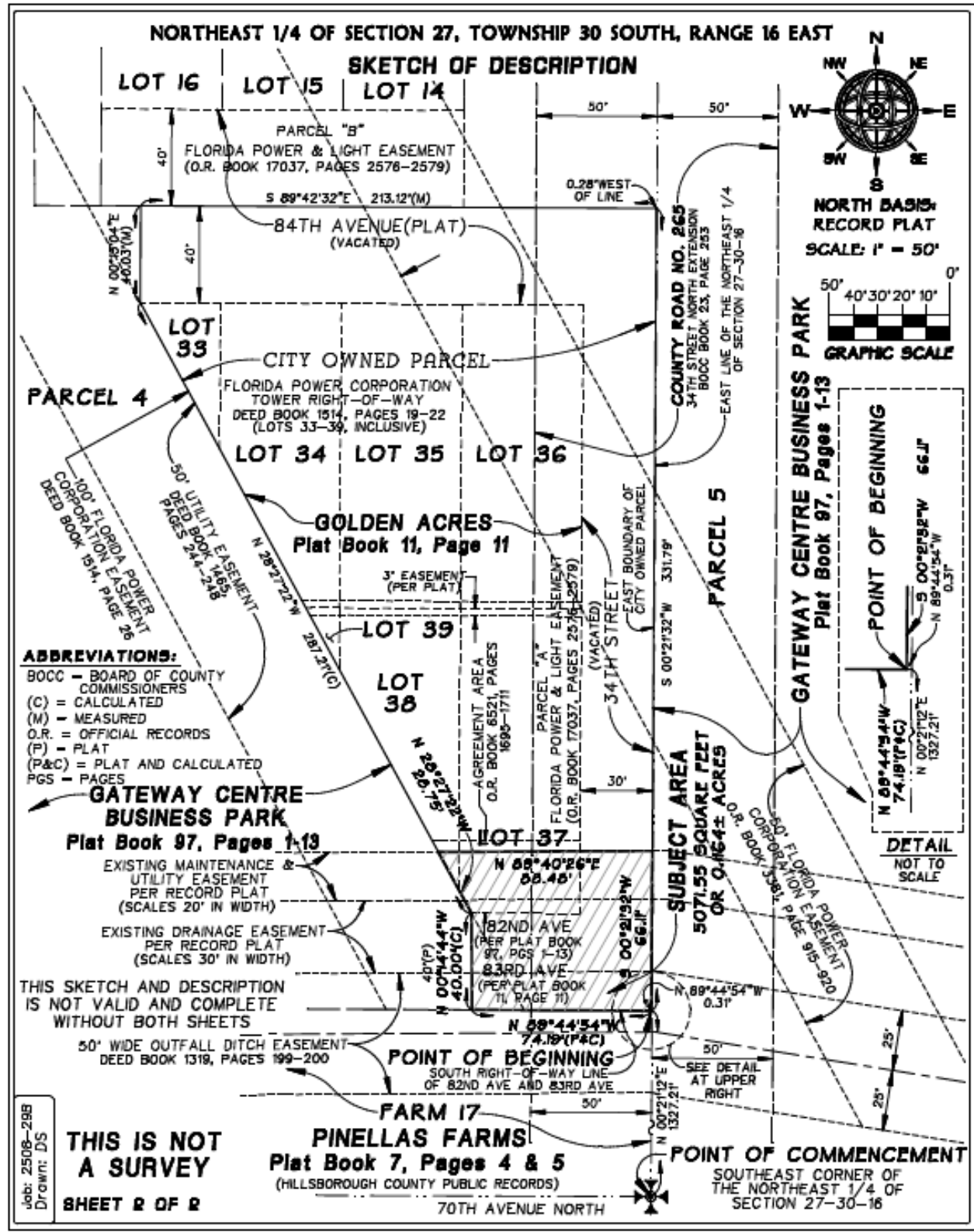
This Description and Sketch was prepared without benefit of a title search
and is subject to all easements, liens, and other matters of record.

NOTE: Description and Sketch not valid without the signature and the
original raised seal of a Florida Licensed Surveyor and Mapper.

Job: 2508-298
Drawn: DS

I hereby certify that the Description and Sketch
represents hereon meets the requirements of
Chapter 17, Florida Administrative Code.

JOHN C. BRENDLA
Florida Surveyor's Registration No. 4601
Certification Number No. 760
REGISTERED SURVEYOR

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ Front@Jobrendla.com
SHEET 1 OF 2



ESMT-2026-00012 - 27-30-16-31392-000-0350

Hatch, Trevor <thatch@georgefyoung.com>

Tue, Apr 7, 2026 at 8:25 AM

To: Aaron Petersen <APetersen@pinellas-park.com>, "Hansen, Kristin" <khansen@georgefyoung.com>

Cc: Todd Biron <tbiron@pinellas-park.com>, Kiara Brown <kbrown@pinellas-park.com>

Aaron,

No comment on this one.

Trevor Hatch, PSM

Vice-President, Survey, St Petersburg

Cell: (727) 641-0205

**GEORGE F YOUNG**

an SSR Company

[299 Dr. Martin Luther King Jr. St. N., St. Petersburg, FL 33701](#)<https://link.edgepilot.com/s/6c899078/veHhUj8ZsEKEuKWDbbZ4FQ?u=http://www.georgefyoung.com/>

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