

Pinellas County, Florida

Work Order #: 41640131

Address: 5000 82nd Avenue North, Pinellas Park, FL 33781

STR: 28-30S-16E

EASEMENT

THIS EASEMENT (“**Easement**”) from **CITY OF PINELLAS PARK, a Municipal Corporation of the State of Florida**, with an address of 5141 78th Ave North, Pinellas Park, FL 33781 (“**GRANTOR**,” whether one or more) to **DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY**, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns (“**GRANTEE**”);

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy over, under, upon, across, through and within the following described lands in Pinellas County, Florida, and referred to hereinafter as the Easement Area to wit:

A 10.00-foot-wide Easement Area lying 5.00 feet on each side of **GRANTEE's** facilities to be installed at mutually agreeable locations under, over, under, upon, across, through and within the following described property to accommodate present and future development:

Lots 4 through 17, Block 1, Disston Homes Subdivision as per map or plat thereof recorded in Plat Book 40, Page 69, public records of Pinellas County, Florida.

Tax Parcel Number: 28-30-16-21330-001-0040

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR's** adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein.

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

Return To: Duke Energy
Attn: Land Services
2401 25th Street North, SP-15
St. Petersburg, Florida 33713

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement, subject to the other uses that may be allowed by the **GRANTOR** as contemplated herein. 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.

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 _____, 2021.

GRANTOR:
CITY OF PINELLAS PARK,
a Municipal Corporation of the State of Florida

By: _____
Sandra L. Bradbury, Mayor

Signature of First Witness

Print Name of First Witness

Signature of Second Witness

Print Name of Second Witness

Approved as to form and correctness:

James W. Denhardt
City Attorney

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day _____, 2021, by Sandra L Bradbury, the Mayor, respectively, of the City of Pinellas Park, Florida, a Municipal Corporation of the State of Florida, on behalf of the dependent special district who is personally known to me or who has produced _____ as identification.

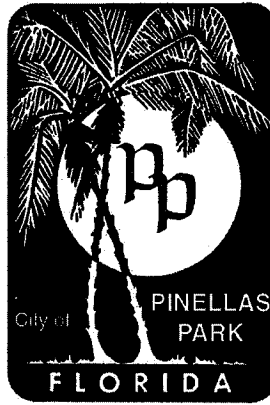
[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

October 12, 2021

Mr. Aaron Petersen
Construction Services Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #21-277
Duke Energy Easement for 5000 82nd Avenue

Dear Mr. Petersen:

We have received and reviewed the above-referenced Easement with Duke Energy for the property located on 82nd Avenue North. We note that the Easement currently has a signature block for both the City Manager and the Mayor. The Mayor is the only authorized individual (with the approval of City Council) that can grant an interest in land owned by the City. Therefore, the Easement only needs to be executed by the Mayor, but there should be a place for two witnesses (one of which can certainly be the City Clerk, Diane Corna). Please update the Easement Agreement accordingly.

Once the above changes are incorporated into the Agreement, and assuming the legal description contained in the Easement Agreement is correct, we would approve of the Agreement as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Bart Diebold, Assistant City Manager
Lisa Hendrickson, Assistant City Manager

JWD/dh

21-277.10122021.LAP.Duke Energy Easement 5000 82 Ave.wpd



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