



SEC: 20	TWP: 30S	RGE: 16E	COUNTY: PINELLAS	PROJECT: WC-13-458057
GRANTOR: SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA				
SITE ADDRESS: 8601 60 <sup>TH</sup> ST. PINELLAS PARK, FL. 33782				
TAX PARCEL NUMBER: 20/30/16/00000/440/0100				

## DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors, lessees and assigns ("GRANTOR"), in consideration of the mutual benefits, covenants and conditions herein contained, does hereby grant and convey to **FLORIDA POWER CORPORATION** doing business as **PROGRESS ENERGY FLORIDA, INC.**, a Florida corporation ("GRANTEE"), Post Office Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric energy and service and communication systems, whether to or on behalf of telecommunication providers or other customers by GRANTEE or others, said facilities being located in the following described "Easement Area" within GRANTOR'S premises in Pinellas County, to wit:

Utility Easement more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; further GRANTEE hereby agrees to restore the Easement Area to as near as practicable the condition which existed prior to such construction, repairs, alteration, replacement, relocation or removal as a result of GRANTEE's safe and efficient installation, operation or maintenance of said facilities; (b) the reasonable right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the reasonable right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the reasonable right for GRANTEE to trim or remove any timber adjacent to, but outside the Easement Area which, in the reasonable opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above. The rights and easement herein granted are non-exclusive as to entities not engaged in the provision of electric energy and 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 unreasonably conflict with the rights granted to GRANTEE herein.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If the fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than ten (10) feet on

the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted transformer. If **GRANTOR's** future orderly development of the premises is in physical conflict with **GRANTEE's** facilities, **GRANTEE** shall, within 60 days after receipt of written request from **GRANTOR**, relocate said facilities to another mutually agreed upon Easement Area in **GRANTOR's** premises, provided that prior to the relocation of said facilities (a) **GRANTOR** shall pay to **GRANTEE** the full expected cost of the relocation as estimated by **GRANTEE**, and (b) **GRANTOR** shall execute and deliver to **GRANTEE**, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. This legal description was provided by **GRANTOR**. In the event facilities are located outside of this legal description, **GRANTOR** shall pay for any relocation costs necessary or shall amend this legal description to cover the actual facilities.

**GRANTOR** covenants not to interfere with **GRANTEE's** facilities within the Easement Area in **GRANTOR's** premises, and **GRANTOR** further covenants to indemnify and hold **GRANTEE** harmless from any and all damages and injuries, whether to persons or property, resulting from interference with **GRANTEE's** facilities by **GRANTOR** or by **GRANTOR's** agents or employees.

**GRANTEE** agrees to indemnify and hold **GRANTOR** harmless for, from and against any and all losses, claims or damages incurred by **GRANTOR** arising directly from **GRANTEE's** negligence or failure to exercise reasonable care in the construction, reconstruction, operation or maintenance of **GRANTEE's** facilities located on the above described easement.

**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.

REST OF THE PAGE  
INTENTIONALLY LEFT BLANK



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 \_\_\_\_\_, 2013.

Superintendent  
Michael A. Grego, Ed. D.  
Print or Type Name

Signature of First Witness

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

State of Florida )  
County of Pinellas ) ss

CORPORATE SEAL

Chairperson  
Carol J. Cook  
Print or Type Name

School Board of Pinellas County, Florida  
P.O. Box 2942  
Largo, FL. 33779  
Attn: Real Estate Department

Approved as to Form:  
David Kaye  
 School Board Attorney

Name: \_\_\_\_\_  
Notary Public  
Serial Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

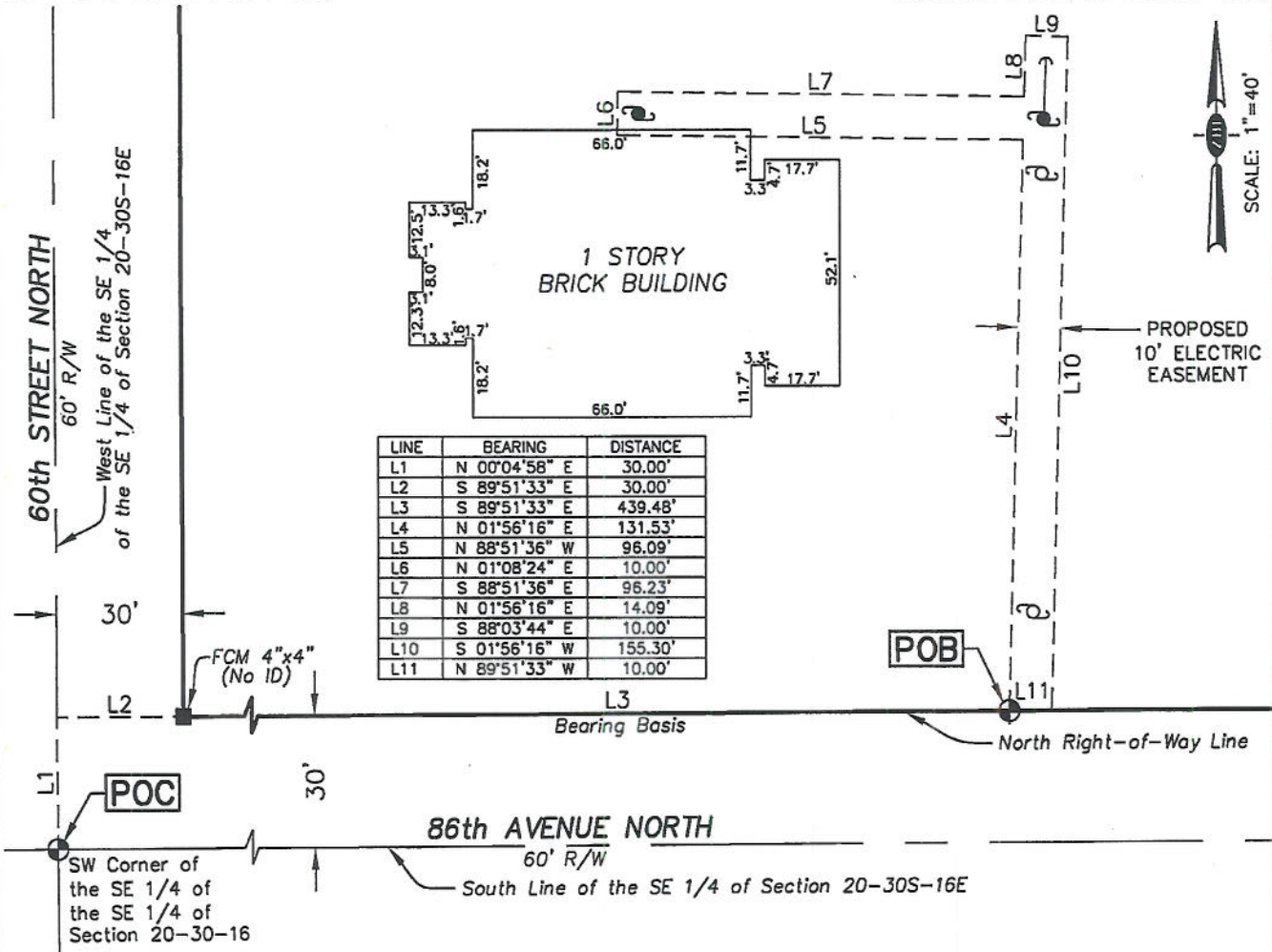
The site plan for Skyview Elementary School shows the building layout and surrounding area. The main building is labeled 'SKYVIEW ELEMENTARY SCHOOL' and is situated on the left side of the plan. To its right is a 'PARKING LOT' containing four 'PORTABLE' buildings. The plan also shows '60TH ST N' at the top and '86TH AVENUE' on the right side. Various utility lines and survey points are marked, including points labeled 'P1', 'P2', 'P3', 'P4', 'P5', 'P6', 'P7', 'P8', 'P9', 'P10', 'P11', 'P12', 'P13', 'P14', 'P15', 'P16', 'P17', 'P18', 'P19', 'P20', 'P21', 'P22', 'P23', 'P24', 'P25', 'P26', 'P27', 'P28', 'P29', 'P30', 'P31', 'P32', 'P33', 'P34', 'P35', 'P36', 'P37', 'P38', 'P39', 'P40', 'P41', 'P42', 'P43', 'P44', 'P45', 'P46', 'P47', 'P48', 'P49', 'P50', 'P51', 'P52', 'P53', 'P54', 'P55', 'P56', 'P57', 'P58', 'P59', 'P60', 'P61', 'P62', 'P63', 'P64', 'P65', 'P66', 'P67', 'P68', 'P69', 'P70', 'P71', 'P72', 'P73', 'P74', 'P75', 'P76', 'P77', 'P78', 'P79', 'P80', 'P81', 'P82', 'P83', 'P84', 'P85', 'P86', 'P87', 'P88', 'P89', 'P90', 'P91', 'P92', 'P93', 'P94', 'P95', 'P96', 'P97', 'P98', 'P99', 'P100'. The plan also shows 'NOT IN FIELD' areas and 'DOWN GUY' locations. The plan is dated '10/10/2000' and '10/10/2000'.

SECTION 20, TOWNSHIP 30 SOUTH, RANGE 16 EAST, CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA

EASEMENT BASED UPON PROGRESS ENERGY WORK REQUEST: 458057

BEARINGS ARE BASED UPON: THE NORTH RIGHT-OF-WAY LINE OF 86th AVENUE NORTH AS S89°51'33"E.

SKYVIEW ELEMENTARY SCHOOL  
8601 60th STREET N.  
PINELLAS PARK, FL 33782-4824



**PROPERTY DESCRIPTION: PROGRESS ENERGY EASEMENT**

A parcel of land lying within the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 30 South, Range 15 East, City of Pinellas Park, Pinellas County, Florida and being further described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 30 South, Range 15 East; thence N00°04'58"E along the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 20, for 30.00 feet; thence S89°51'33"E along a line that is 30.00 feet North of and parallel to the South line of the Southeast 1/4 of said Section 20, for 30.00 feet; thence continuing S89°51'33"E along said line, also being the North Right-of-Way line of 86th Avenue North and being the Basis of Bearing for this description, for 439.48 feet to the POINT OF BEGINNING for this description; thence leaving said Right-of-Way line, N01°56'16"E, for 131.53 feet; thence N88°51'36"W, for 96.09 feet; thence N01°08'24"E, for 10.00 feet; thence S88°51'36"E, for 96.23 feet; thence N01°56'16"E, for 14.09 feet; thence S88°03'44"E, for 10.00 feet; thence S01°56'16"W, for 155.30 feet to the North Right-of-Way line of 86th Avenue North; thence N89°51'33"W, along said Right-of-Way line, for 10.00 feet to the POINT OF BEGINNING and containing 2,516.31 square feet / 0.0578 acres more or less.

Δ=DELTA / CENTRAL ANGLE

A=ARC

C=CHORD

CB=CHORD BEARING

R=RADIUS

R/W = RIGHT OF WAY

POC = POINT OF COMMENCEMENT

POB = POINT OF BEGINNING

⊕ = PROPOSED WOOD POWER POLE

⊙ = EXISTING WOOD POWER POLE

⊛ = WOOD LIGHT POLE

⊞ = ELECTRIC METER

← = PROPOSED GUY ANCHOR

JOB NO. 1026BF THIS IS NOT A SURVEY PG 1 OF 1

DATE	CALCULATED	DRAWN	CHECKED
04/11/13	MSL	JVE	MSL



**ZARRA BOYD, INC.**

Land Surveying and Mapping  
1480 Beltrees, Dunedin, Florida 34698  
(727)738-9010 Fax:(727)733-0083

LB 6472

**SKYVIEW ELEMENTARY SCHOOL  
PROPOSED ELECTRIC EASEMENT**

I hereby certify that this sketch and description meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter SJ-17.052(5), Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Sketch and Description not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

Mark S. Lischalk  
PROFESSIONAL LAND SURVEYOR # 5727  
STATE OF FLORIDA