

**APPENDIX 4**

**Power Easement**



Florida Power Corporation

ORIGINAL

PINELLAS COUNTY FLA.  
OFF REC BK 10404 PG 1500

# DISTRIBUTION EASEMENT

ALG:ldm

COUNTY USE ONLY

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, did grant and convey to FLORIDA POWER CORPORATION, a Florida corporation ("GRANTEE"), P.O. Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees and assigns, an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and service and communication services; by GRANTEE or others; said facilities being located in the following described "Easement Area" within GRANTOR'S premises in Pinellas County.

A ten (10) foot wide Easement Area defined as comprising those ten foot wide strips of land lying five (5) feet on each side of the centerline of GRANTEE'S facilities as may be designed and installed at mutually agreed upon locations within the GRANTOR'S premises as described in the attached EXHIBIT "A" incorporated herein and by this mention made a part hereof.

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 the GRANTEE'S facilities located on the above described easement.

See Schedule A

Tax Parcel Number: 30/32/16/00000/130/0100

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; (b) the right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the 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 right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the 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.

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 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 six feet (6') on the opening side and one foot (1') on the other three 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.

Document prepared by J. BRADFORD HINES  
Tape Dept., Fla. Power Corp.  
14042, St. Petersburg, FL 33733

R.M. F.L. PAUL  
SUBSCRIBER'S SITE 403  
MAILING NO 1-6 32757-7224

30	325	168	Pinellas	Godbold	Pinellas	S.	Subaqueous Cable
----	-----	-----	----------	---------	----------	----	------------------

PINELLAS COUNTY FLA.  
OFF. REC. BK 10404 PG 1501  
JAN 10 1999

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, whetherto persons or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

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.

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 GRANTOR hands and seals have been hereunto affixed this 10<sup>th</sup> day of DECEMBER 19 98.

WITNESSES:

[Signature]  
• GARY A. DOWNING  
[Signature]  
• DOLORES M. KULP  
\* (Names must be typed or printed under each signature.)

GRANTOR(s)  
FRANCIS S. GODBOLD FAMILY TRUST (L.S.)  
1/10/187

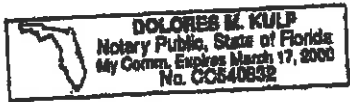
[Signature], TRUSTEE (L.S.)

(Grantor(s) mailing address)

1625 OCEANVIEW DR  
TIERRA VERDE, FL 33715

STATE OF FLORIDA )  
COUNTY OF PINELLAS ) ss.

The foregoing Easement was acknowledged before me this 10 day of DECEMBER, 19 98 by FRANCIS S. GODBOLD who is/are personally known to me or who has/have produced \_\_\_\_\_ as identification and who did/did not take an oath.



(SEAL)

[Signature]  
Name: DOLORES M. KULP  
Notary Public  
Serial Number CC540832  
My Commission Expires: MARCH 17, 2000

PINELLAS COUNTY FLA.  
OFF. REC. BK 10404 PG 1502

Schedule A

A tract of upland and submerged land in Boca Ciega Bay in Section 30, Township 32 South, Range 16 East, Pinellas County, Florida, more particularly described as follows:

From the East quarter corner of said Section 30, said quarter section corner being the Southeast corner of Government Lot 1 of said Section 30, run West along the South line of said Government Lot 1 a distance of 829.45 feet more or less, to the mean high water mark of Boca Ciega Bay; thence North 67°42'07" West a distance of 602.68 feet to the P.O.B. of the parcel hereinafter described; from said P.O.B. run North 44°30'34" West, a distance of 92.89 feet; thence North 17°42'00" East, a distance of 80.33 feet; thence North 40°13'30" West, a distance of 365.51 feet; thence North 35°07'30" East a distance of 430.00 feet; thence South 44°30'34" East, a distance of 1295.04 feet; thence South 35°07'30" West a distance of 530.00 feet to the P.O.B.

It is understood and agreed that this conveyance includes all of that certain island known as God's Island, as referred to in that certain Trustees Deed No. 19663, filed in Deed Book 1303 at page 441, Public Records of Pinellas County, Florida.

9C535953 SJW	02-12-1999	14:59:04
01 ENG-FLA POWER	1	\$15.00
RECORDING	3	6.78
DUC STAMP - D219		
TOTAL:		\$15.78
CHECK AMT. TENDERED:		\$15.78
CHANGE:		6.00

75007695

14 4252 101196

RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT entered into on this the 21<sup>st</sup> day of January, 1975, by and between the CITY OF ST. PETERSBURG, hereinafter known as the "City", and a group of lot owners of BAY VISTA FORREST, hereinafter known as "Owners", both with the City and with each other.

WITNESSETH:

WHEREAS, It is the desire of all multiple lot owners of the following described lots to keep these extra lots adjacent to their home-sites free of building structures and park-like in appearance to enhance the value of their home-sites, and to give reciprocal privileges of park-like surroundings to other owners in like positions; and

WHEREAS, The City of St. Petersburg, also desirous of open space for its citizens, is acquiring lands for a public park adjacent to these lots and had begun negotiations to purchase these open lots; and

WHEREAS, It would appear to the mutual advantage of both the City and the owners to keep these lots in private ownership with the appropriate deed restrictions, as this would benefit both the private parties and public park users.

IT IS, THEREFORE, MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the owners herewith, by these presents, do impress a covenant running with the land upon the following lots hereinafter listed with the dominant estate; that such restricted lots will be kept clear of all building structures. This restriction shall not be construed as prohibiting a single in-ground swimming pool, a gardening equipment shed of not more than 10'x15'x10' on each lot or fences.

*John B. ... City ...*

*Notary Public ...*

This instrument was prepared by  
CARL E. LAMM  
Department of Law, City of St. Petersburg  
P.O. Box 2542, St. Petersburg, Fla. 33731

ST. PETERSBURG, FLA. 33701  
JAN 21 1975

ST. PETERSBURG, FLA. 33701  
JAN 21 1975

RESTRICTED LOTS

DOMINANT LOTS

Lot 4, BAY VISTA FORREST SUB.  
 Lot 5, BAY VISTA FORREST SUB.  
 Lot 6, BAY VISTA FORREST SUB.  
 Lot 8, BAY VISTA FORREST SUB.  
 Lot 10, BAY VISTA FORREST SUB.  
 Lot 11 & Lot 12, BAY VISTA FORREST SUB.  
 Lot 16, less W 10' and Lot 15, less E 40', BAY VISTA FORREST SUB.  
 Lot 13, plus E 20' of Lot 14, BAY VISTA FORREST SUB.

Lot 33, BAY VISTA FORREST SUB.  
 Lot 32, BAY VISTA FORREST SUB.  
 Lot 31, BAY VISTA FORREST SUB.  
 Lot 29, BAY VISTA FORREST SUB.  
 Lot 27, BAY VISTA FORREST SUB.  
 Lot 25, BAY VISTA FORREST SUB.  
 Lot 21, less W 10' and W 30' of Lot 22, BAY VISTA FORREST SUB.  
 Lot 24, plus E 20' of Lot 23, BAY VISTA FORREST SUB.

2. That this covenant is to run with the land for the benefit of the dominant estate, each other, and the City of St. Petersburg.

ATTEST:

CITY OF ST. PETERSBURG

[Signature]  
 FISCAL ADMINISTRATOR

BY: [Signature]  
 CITY MANAGER

[Signature]  
 witness to all signatures

[Signature]  
 witness to all signatures

[Signature]  
 witness to all signatures

[Signature]  
 witness to F. S. Godbold

[Signature]  
 OWNERS  
 R. B. SMITH

[Signature]  
 HELEN P. SMITH

[Signature]  
 E. L. MILLS

[Signature]  
 DOROTHY J. MILLS

[Signature]  
 GILBERT L. JOHNSON

[Signature]  
 SHEILA M. JOHNSON

[Signature]  
 F. M. REYNOLDS

[Signature]  
 ERLE J. REYNOLDS

W. Don Carr

W. DON CARR

Elaine V. Carr

ELAINE V. CARR

F. W. Bomanti

F. W. BOMANTI

Jean B. Bomanti

JEAN B. BOMANTI

K. S. Godbold

K. S. GODBOLD

Elizabeth H. Godbold

ELIZABETH H. GODBOLD

E. M. Corrigan

E. M. CORRIGAN

Evelyn F. Corrigan

EVELYN F. CORRIGAN

STATE OF FLORIDA }  
COUNTY OF PINELLAS } ss:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared R. E. HARRAUGH and K. F. SHEEHAN, City Manager and Fiscal Administrator, respectively, of the City of St. Petersburg, Florida, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State aforesaid, this 21<sup>st</sup> day of January, 1975.



William F. Pilch  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires 02, 13, 1978

STATE OF FLORIDA }  
COUNTY OF FINELAS } ss:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared R. B. SMITH, And HELEN P. SMITH, et ux., E. L. MILLS And DOROTHY R. MILLS, et ux., GILBERT L. JOHNSTON And SHEILA M. JOHNSTON, et ux., J. M. REYNOLDS And ERLA J. REYNOLDS, et ux., W. DON GARR And ELAINE V. GARR, et ux., F. W. BOMANTI And JEAN B. BOMANTI, et ux., And F. S. GOBOLD And ELIZABETH H. GOBOLD, et ux., And E. M. CORRIGAN And EVELYN F. CORRIGAN, et ux., owners of the above lots in BAY VISTA FOREST SUBDIVISION, to be known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State aforesaid, this 12<sup>th</sup> day of December, 1974.

*Oran C. Reynolds*  
NOTARY PUBLIC

My Commission Expires: Notary Public; State of Florida; My Commission Expires FEB. 2, 1977

