

AGENDA
Planning Review Committee
Pinellas County Planning Department
310 Court Street, 1st Floor Conference Room
October 10, 2016 – 10:00 AM

Case Summary Review:

1. [\(Q\) Z-23-10-16](#) (Duke Energy Florida)
2. [\(Q\) Z-25-11-16](#) (Habitat for Humanity of Pinellas County, Inc.)

Note: Q = Quasi-Judicial

CASE SUMMARY
CASE NO. Z-23-10-16
(Quasi-Judicial)

PRC MEETING: October 10, 2016 @ 10:00 AM-1st Floor, Planning Conf Room

LPA HEARING: November 10, 2016 @ 9:00 AM-5th Floor, Board Assembly Room

BCC HEARING: December 13, 2016 @ 6:00 PM-5th Floor, Board Assembly Room

APPLICANT'S NAME: Duke Energy Florida, c/o Dan Hendricks

REQUEST: Zone change **from:** A-E, Agricultural Estate Residential (75.4 acres), A-E-W, Agricultural Estate Residential-Wellhead Protection Overlay (47.9 acres) and A-E-W, Agricultural Estate Residential-Wellhead Protection Overlay (26.4 acres)
to: M-1-CO, Light Manufacturing & Industry- Conditional Overlay (75.4 acres), M-1-W-CO, Light Manufacturing & Industry-Wellhead Protection Overlay-Conditional Overlay (47.9 acres), and P/C-W, Preservation Conservation-Wellhead Protection Overlay (26.4 acres)

With the Conditional Overlay limiting the uses to a utility substation, telecommunication regenerator, cell tower, and microwave tower.

CASE DESCRIPTION: Approximately 149.7 acres located 135 feet west of the northwest corner of the intersection of Race Track Road and Forest Lakes Boulevard in the unincorporated area of Oldsmar (12/28/16/00000/410/0000 & 12/28/16/00000/430/0100). A legal description is available in file upon request.

APPLICANT/ADDRESS: Duke Energy Florida
c/o Dan Hendricks
3300 Exchange Place
Lake Mary, FL 32746

REP/ADDRESS: Jamie Poulos, P. E.
Poulos & Bennett, LLC
2602 East Livingston Street
Orlando, FL 32803

NOTICES SENT TO: Duke Energy Florida, Jamie Poulos, P. E., Oldsmar, Mike Meidel-Economic Development Council, DOT, Clint Herbic-Pinellas County School Board, BCC Office & Surrounding Owners

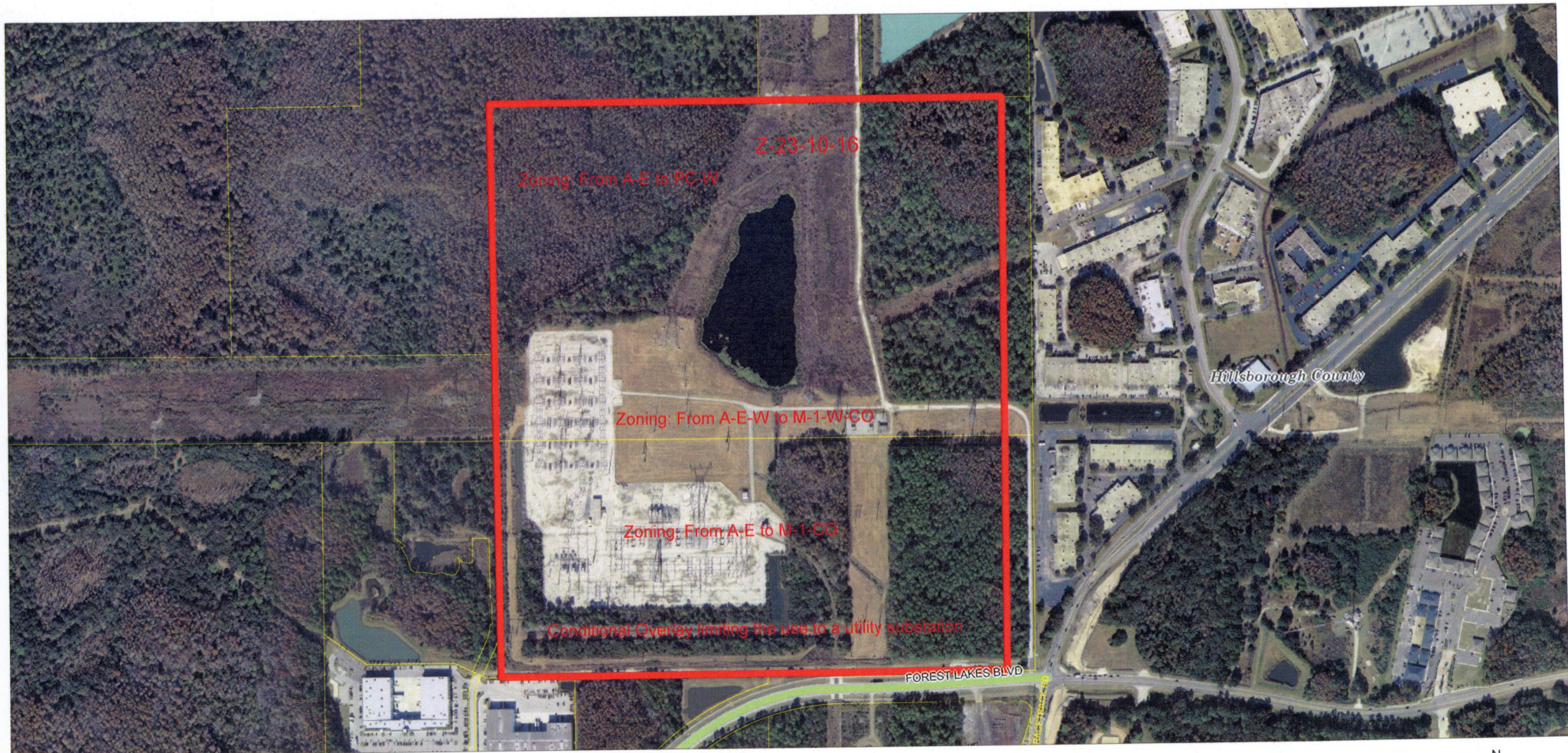
EXISTING USE: Utility Substation

PROPOSED USE: Expanded Utility Substation

LAND USE: Transportation/Utility

ZONING: A-E & A-E-W





Z-23-10-16

Zoning: From A-E to PC-W

Zoning: From A-E-W to M-1-W-CO

Zoning: From A-E to M-1-CO

Conditional Overlay limiting the use to a utility substation

Hillsborough County

FOREST LAKES BLVD

N





Z-23-10-16

Zoning: From A-E to PC-W

Zoning: From A-E-W to M-1-W-CO

Zoning: From A-E to M-1-CO

Conditional Overlay limiting the use to a utility substation

Hillsborough County

FOREST LAKES BLVD

RALETRACK RD

N



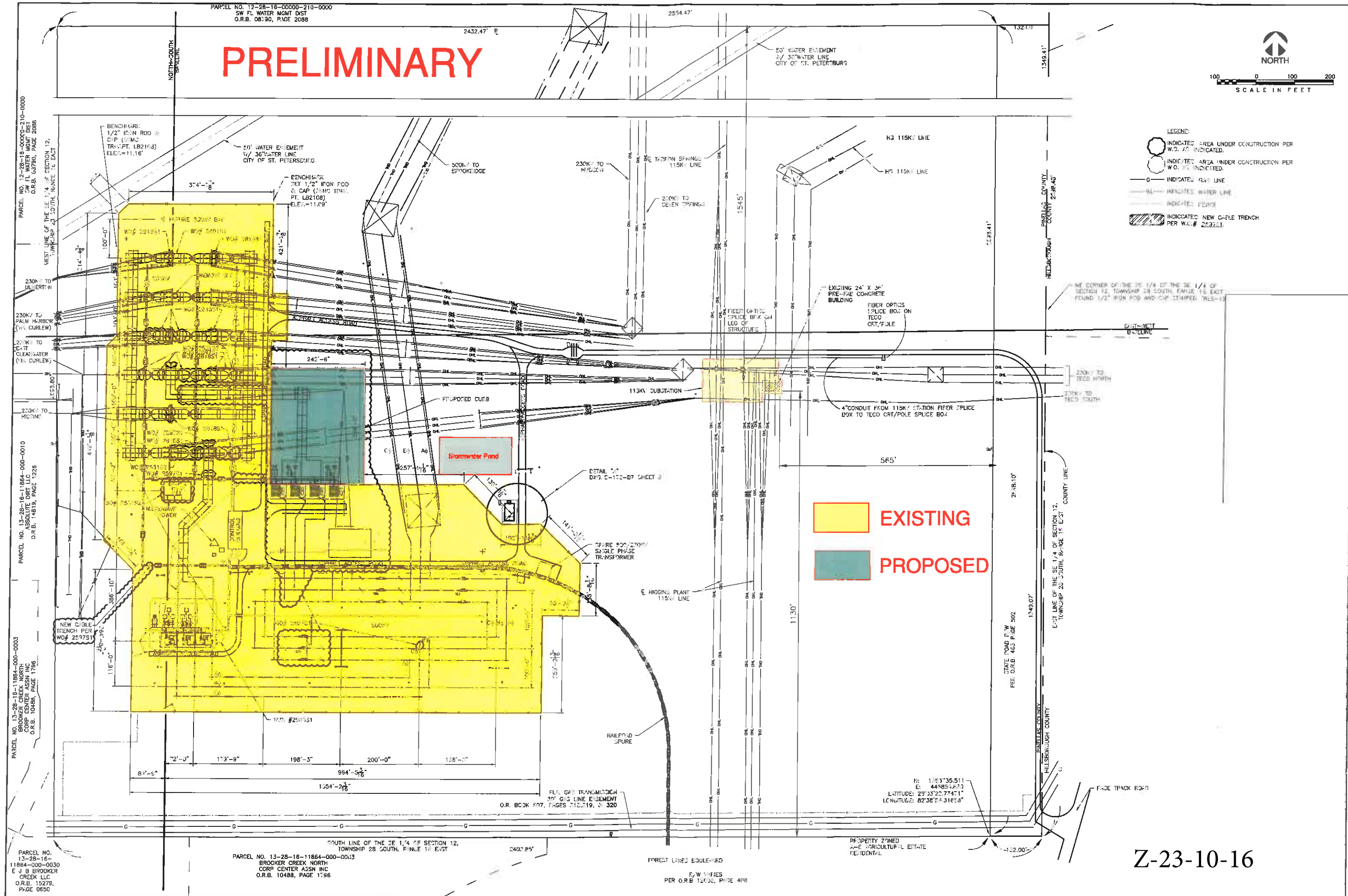
PARCEL NO. 12-28-16-00000-210-0000
SW FL WATER MGMT DIST
O.R.B. 08/90, PAGE 2088

PRELIMINARY



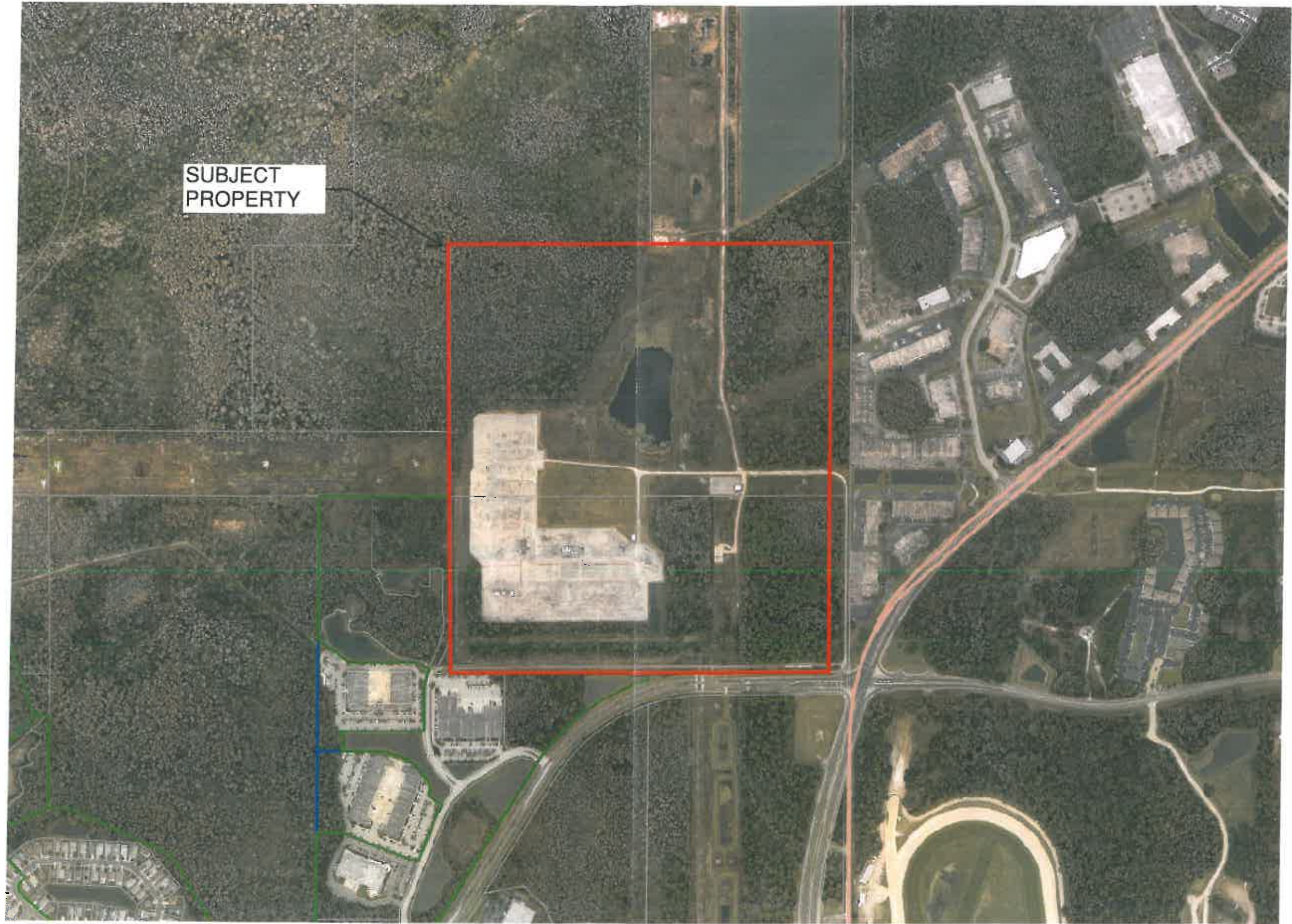
100 0 100 200
SCALE IN FEET

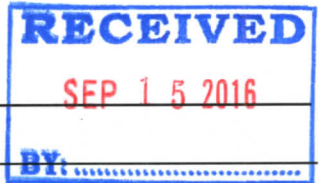
- LEGEND:
- INDICATED AREA UNDER CONSTRUCTION PER W.O. #259231
 - INDICATED AREA UNDER CONSTRUCTION PER W.O. #259231
 - INDICATED GUY LINE
 - INDICATED WATER LINE
 - INDICATED FENCE
 - INDICATED NEW CABLE TRENCH PER W.O. #259231



Z-23-10-16

SUBJECT
PROPERTY





1. Owner: Duke Energy Florida, Inc. c/o Dan Hendricks
Mailing Address: 3300 Exchange Place
City: Lake Mary State: FL Zip Code: 32746 Daytime Phone: (407) 942-9455
Email: Daniel.Hendricks@duke-energy.com

2. Representative's Name: Jamie Poulos, P.E.
Company Name: Poulos & Bennett, LLC
Mailing Address: 2602 East Livingston Street
City: Orlando State: FL Zip Code: 32803 Daytime Phone: (407) 487-2594
Email: jpoulos@poulosandbennett.com

3. Disclosure information (This information must be supplied pursuant to County Ordinance No. 74-15):

- A. If the owner is a corporation, partnership, or trust, list all persons (i.e. partners, corporate officers, all members of the trust) who are a party to such as well as anyone who may have a beneficial interest in the property which would be affected by any ruling on their application.

Specify interest held: _____

- B. Is there an existing contract for sale of subject property: _____ Yes ☒ No
If yes, list names of all parties to the contract including all partners, corporate officers, and members of any trust:

N/A

Is contract conditional or absolute? _____ Conditional _____ Absolute

- C. Are there any options to purchase on subject property? _____ Yes ☐ No
If so, list names of all parties to option including all partners, corporate officers and members of any trust:

N/A

4. This hearing is being requested to consider: Expansion of an existing electrical substation

5. Location of subject property (street address): 0 Racetrack Road North; Parcel IDs 21-28-16-00000-410-0000; -430-0100

6. Legal Description of Property: (attach additional documents if necessary)

See Attached.

7. Size of Property: ~2433 feet by ~2699 feet, 149.74 acres

8. Present zoning classification: A-E-W

9. Present Land Use Map designation: TU, P

10. Date subject property acquired: _____

11. Existing structures and improvements on subject property:

Fenced electrical substation with a Control Electrical Enclosures (CEE) with associated access driveways

12. Proposed structures and improvements will be:

Rezoning of the property to M-1-CO, M-1-W-CO, and PC-W (see attached exhibit) is requested for

the expansion of existing substation within the northeast section of the existing substation yard.

13. I/We believe this application should be granted because (include in your statement sufficient reasons in law and fact to sustain your position.) (If this request is for a determination of Vested Rights/Appeal Determination, applicants are advised to review the procedural and substantive requirements of Pinellas County Ordinances 89-32 and 89-69) (Attach a separate sheet if necessary).

Rezoning of the property to M-1-CO, M-1-W-CO, and PC-W (see attached exhibit) is requested for the

expansion of the existing substation necessary to serve the electrical needs in this area of the County.

Proposed substation yard expansion will remain within applicant-owner property and will apply with applicable perimeter setbacks.

14. Has any previous application relating to zoning or land use on this property been filed within the last year?
_____ Yes ☒ No When? _____ In whose name? _____

Briefly state the nature and outcome of the hearing:

N/A

15. Does applicant own any property contiguous to subject property? ☒ Yes ☐ No
If so, give complete legal description of contiguous property:

Parcel ID 12-28-16-00000-320-0100

FROM NW COR OF SW 1/4 TH S 1163FT(S) FOR POB TH E 2550FT(S) TH S 405FT(S) TH W 2546FT(S) TH N 405FT(S) TO POB CONT 23.80AC(C) (FL PWR R/W)

Parcel ID 12-28-16-00000-110-0200

FROM NE SEC COR TH W 813.99FT FOR POB TH W 2673 FT(S) TH W 490FT(S) TH N 2675FT(S) TH E 490FT TO POB CONT 28.29AC(C)

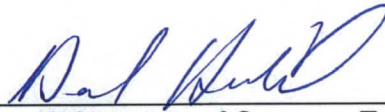
Transmission Line Parcels

16. The following data and exhibits must be submitted with this application and they become a permanent part of the public records:

- a) Plat, if it will have particular bearing on the subject application.
- b) Certification of Ownership: submit a certificate of a duly licensed title or abstract company, or a licensed attorney-at-law, showing that each applicant is the present title holder of record.
(Warranty deeds, title insurance documents, tax receipts, etc. are not acceptable as proof of ownership.)
- c) Preliminary site plan will be required for conditional use applications only (as specified in the Zoning Ordinance, Section 605.301 - see attached).

CERTIFICATION OF OWNERSHIP

I hereby certify that I have read and understand the contents of this application, and that this application together with all supplemental data and information is a true representation of the facts concerning this request, that this application is made with my approval, as owners and applicant, as evidenced by my signature appearing below. It is hereby acknowledged that the filing of this application does not constitute automatic approval of the request and further that if the request is approved, I will obtain all necessary permits and comply with all applicable orders, codes, conditions and rules and regulations pertaining to the use of the subject property, while under my ownership. I am aware that attendance by me or my authorized representative at all public hearings relative tot this request is required and that failure to attend may result in a denial of the request. It shall be my responsibility to determine time and location of all hearings.



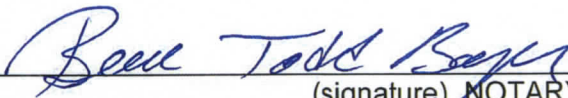
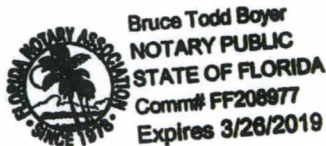
***Signature of Owner or Trustee

Date: 7/12/16

STATE OF FLORIDA, COUNTY OF PINELLAS

Before me this 12 day of July, 20 16

personally appeared Daniel Hendricks
who, being duly sworn, deposes and says that the above is a true and correct certification.


(signature) NOTARY PUBLIC

(seal)

***Applications which are filed by corporations must bear the seal of the corporation over the signature of an officer authorized act on behalf o the corporation (Please note question #3).

CERTIFICATION OF OWNERSHIP

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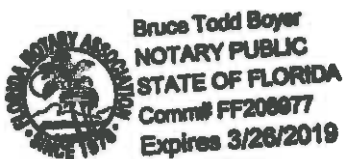
***Signature of Owner or Trustee

Date: 7/12/16

STATE OF FLORIDA, COUNTY OF PINELLAS

Before me this 12 day of July, 20 16

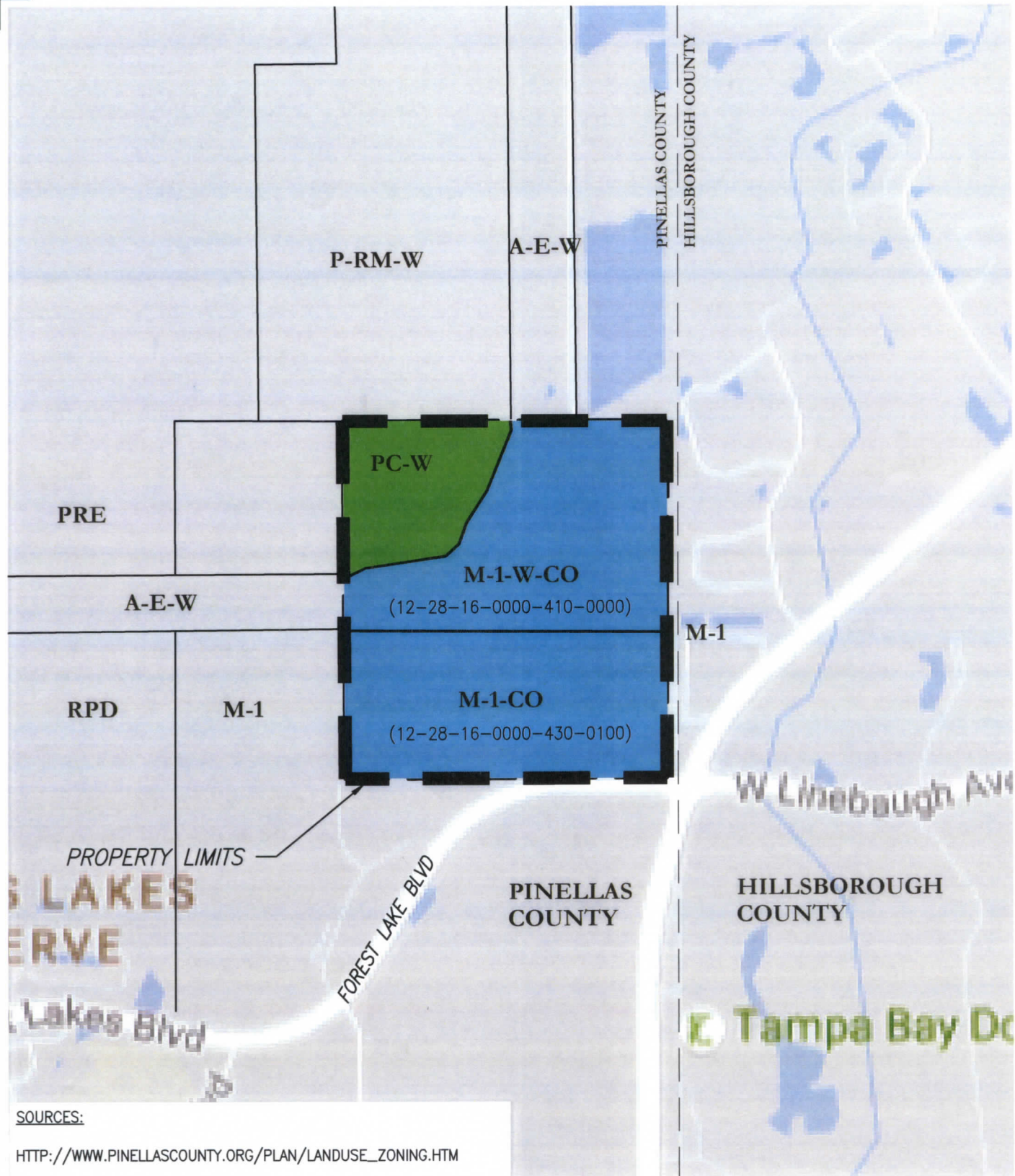
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SOURCES:

[HTTP://WWW.PINELLASCOUNTY.ORG/PLAN/LANDUSE_ZONING.HTM](http://www.pinellascounty.org/PLAN/LANDUSE_ZONING.HTM)

[HTTP://WWW.MYOLDSMAR.COM/169/ZONING-MAPS](http://www.myoldsmar.com/169/ZONING-MAPS)

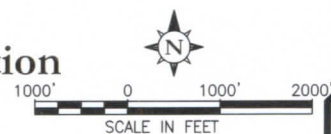
Proposed Zoning Plan
Duke Energy Florida - Lake Tarpon Substation

September 9, 2016
P & B Job No.: 15-065

2602 E. Livingston St.
Orlando, Florida 32803- 407.487.2594

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567



Duke Energy Florida – Lake Tarpon Substation

Conditional Overlay Uses Requested:

- Utility Substation
- Telecommunication Regenerator
- Cell Tower
- Microwave Tower

DUKE ENERGY FLORIDA, LLC
CERTIFICATE OF INCUMBENCY

I, Nancy M. Wright, assistant secretary of Duke Energy Florida, LLC, a Florida limited liability company (the "Company"), do hereby certify that the following individual has due authorization to sign on behalf of the Company as of this date:

Daniel S. Hendricks Manager, Land Services – Transactions –
Florida – Fee and Transmission Acquisition

WITNESS my hand this 12th day of April, 2016.

By: Nancy M. Wright
Nancy M. Wright
Assistant Secretary

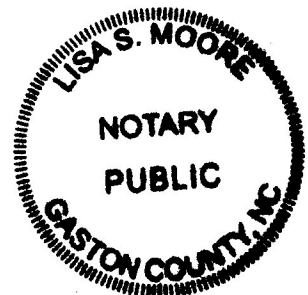
NORTH CAROLINA
MECKLENBURG COUNTY

I, Lisa S. Moore, a Notary Public for Gaston County, North Carolina, do hereby certify that Nancy M. Wright personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 12th day of April, 2016.

Lisa S. Moore
Notary Public

My Commission Expires: 04/13/2019





Project: _____
Section, Township, Range: _____
Tax Parcel No.: _____

AFFIDAVIT OF AUTHORIZATION

I, **Daniel S. Hendricks**, do hereby authorize **Jamie, Poulos**, whose signature is shown below, to act as Duke Energy's Agent in filing and execution of all electrical/construction permits for the above referenced project, occupational licenses, applications, registrations and all other necessary documents necessary to operate, Duke Energy's Utility and Electrical Contracting business until further notice. This includes, but is not limited to the project referenced above in your jurisdiction.

This **AFFIDAVIT OF AUTHORIZATION** shall be in effect until further notice.

Daniel S. Hendricks
Duke Energy, Florida
State of Florida General Contractor's
License Number: CGC1518083

STATE OF FLORIDA

This foregoing **AFFIDAVIT OF AUTHORIZATION** was acknowledged before me this 10th day of May, 2016 by **Daniel S. Hendricks**, who is personally known to me and who did not take an oath.

Notary Public

Printed Name

Jamie Poulos

Bruce Todd Boyer
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF208977
Expires 3/26/2019

Lake Tarpon Substation

Legal Description

DESCRIPTION:

The parcels of land as described in Official Records Book 3213, Pages 102–103, a portion of Official Records Book 2115, Pages 335–337 and a portion of Parcel NO. 1 of Official Records Book 1589, Pages 263–266, all of the Public Records of Pinellas County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Section 12, Township 28 South, Range 16 East, Pinellas County Florida; thence South 89°54'13" West along the South line of the Southeast 1/4 of said Section 12, a distance of 132.00 feet to the POINT OF BEGINNING; thence continue South 89°54'13" West along said South line, 2,403.85 feet to the Southwest corner of said Southeast 1/4; thence North 00°25'41" West along the West line of said Southeast 1/4, a distance of 2,697.15 feet to the Northwest corner of said Southeast 1/4; thence North 89°52'25" East along the North line of said Southeast 1/4, a distance of 2,432.47 feet; thence South 00°10'47" West, 2,698.41 feet to the POINT OF BEGINNING, containing 149.76 acres, more or less.

First American Title Insurance Company

7360 Bryan Dairy Road, Suite 200, Largo, Florida 33777

Telephone (727) 549.3200 Facsimile (727) 549.3480

TITLE CERTIFICATION

TO: Protected Title Services, LLC
9887 4th Street N.
Suite 202
Saint Petersburg, FL 33607

Re: Lake Tarpon Substation
File No. 2061-3600197

To Whom It May Concern:

In accordance with Florida Statutes Section 177.041 this is to certify to the County of Pinellas, that we have made a thorough search of the Public Records of Pinellas, County, Florida, as contained in the office of the Clerk of the Circuit Court, with reference to the last Deed of record and any unsatisfied Mortgages, Judgments and Liens of record against the following described property, lying and being in Pinellas County, Florida, to wit:

SUBDIVISION NAME: None

LEGAL DESCRIPTION: Attached as Exhibit "A"

I, Darin Rader, the *Abstractor of First American Title Insurance Company*, hereby confirm that apparent record title to the land described above and shown on Exhibit "A" (*Subdivision Name*) is in the name of Duke Energy Florida, LLC, a Florida limited liability company by conversion from Duke Energy Florida, Inc. f/k/a Florida Power Corporation (*Property Owner*) the (person(s) (or organization) executing the offer of dedication appearing on the above plat. All property taxes have been paid on the land described as of the date of certification. All mortgagees or liens not satisfied or released of record are as follows:

MORTGAGEES:

OFFICIAL RECORD BOOK AND PAGE (S):

None

LIENS:

None

EASEMENTS:

Easement	Deed Book 1468, Page 628
Easement Grant	Book 607, Page 318
Easement Grant	Book 2407, Page 171
Re-recorded Easement Grant	Book 2472, Page 480
Right of Way Easement Agreement	Book 4758, Page 106
Easement Agreement	Book 6279, Page 2156
Right-Of-Way Utilization Agreement	Book 6279, Page 2383
Easement Agreement	Book 6989, Page 2030
Easement Agreement with Joinder and Consent	Book 7179, Page 1581

OTHER MATTERS AFFECTING SUBJECT PROPERTY:

Warranty Deed	Book 1569, Page 250
Warranty Deed	Book 1589, Page 263
Warranty Deed	Book 2115, Page 335
Memorandum of Lease	Book 11585, Page 2269
Notice of Department of the Army Permit	Book 19102, Page 1543

FIRST AMERICAN TITLE INSURANCE COMPANY assumes no responsibility for any defects or omissions, in any instance, in or from the instruments appearing in the chain of title to the property described herein, which defects or omissions would render such instruments or instruments void or voidable. As this service is furnished for a nominal consideration, the liability of the Company shall not in any event exceed the amount of the charge made for such service.

IN WITNESS HEREOF FIRST AMERICAN TITLE INSURANCE COMPANY has caused this Title Certification to be executed in its name at Pinellas County, Florida, this 29th day of July, 2016.

Signature 

(Attorney or Abstractor)

Printed Name/Title: Darin Rader/Senior Commercial Title Examiner

First American Title Insurance Company 7360 Bryan Dairy Road, Suite 200, Largo,
Florida 33777

This Title Certificate is prepared pursuant to Florida Statute 177.041(2).

Exhibit "A"

The SE ¼ of Section 12, Township 28 South, Range 16 East, being more particularly described as follows:

Beginning at the Southeast corner of SE ¼ of Section 12, Township 28 South, Range 16 East; thence South 89°35'48" West, along the South boundary of said SE ¼, a distance of 2536.38 feet to the Southwest corner of said SE ¼; thence North 0°43'21" West, along the West boundary of said SE ¼, a distance of 2696.80 feet to the Northwest corner of said SE ¼; thence North 89°34'03" East, along the North boundary of said SE ¼, a distance of 2564.84 feet to the Northeast corner of said SE ¼; thence South 0°07'06" East, along the East boundary of said SE ¼, a distance of 2698.11 feet to the Point of Beginning.

LESS AND EXCEPT that part conveyed to the State Road Department of Florida by Flora Meddin, a single woman, by Special Warranty Deed dated November 10, 1958, recorded in Official Records Book 465, Page 502, (Clerk's Instrument No. 519014A), Public Records of Pinellas County, Florida.

Diane Nelson, CFC, Pinellas County Tax CollectorP.O. Box 4005, Seminole, FL 33775-4005
(727) 464-7777 | www.taxcollect.com**2015 REAL ESTATE TAX**
*Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments*Pay online at www.taxcollect.com

• E-check - no fee • Credit card - 2.95% convenience fee

If Postmarked By	Nov 30, 2015			
Pay this Amount	\$15,687.48			

ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE
R129426		ETF

DUKE ENERGY FLORIDA, INC
C/O TAX DEPT - DEC41B
550 S TRYON ST
CHARLOTTE, NC 28202-4200PARCEL NO.: 12/28/16/00000/410/0000
SITE ADDRESS: STARLING DR, OLDSMAR
PLAT: UNREC
LEGAL:
FROM NE COR OF SE 1/4 TH W
132FT FOR POB TH S 1589FT
(S) TH W 2416FT(S) TH N
SEE ADDITIONAL LEGAL ON TAX ROLL**AD VALOREM TAXES**

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
GENERAL FUND	5.2755	721,234	0	721,234	3,804.87
HEALTH DEPARTMENT	0.0622	721,234	0	721,234	44.86
EMS	0.9158	721,234	0	721,234	660.51
EAST LAKE FIRE	1.9650	721,234	0	721,234	1,417.22
SCHOOL-STATE LAW	5.0220	721,234	0	721,234	3,622.04
SCHOOL-LOCAL BD.	2.7480	721,234	0	721,234	1,981.95
MSTU	2.0857	721,234	0	721,234	1,504.28
EAST LAKE RECREATIONAL SVCS	0.2500	721,234	0	721,234	180.31
LIBRARY SERVICES EAST LAKE F	0.2500	721,234	0	721,234	180.31
SW FLA WTR MGMT.	0.3488	721,234	0	721,234	251.57
PINELLAS COUNTY PLN.CNCL.	0.0160	721,234	0	721,234	11.54
JUVENILE WELFARE BOARD	0.8981	721,234	0	721,234	647.74
SUNCOAST TRANSIT AUTHORITY	0.7305	721,234	0	721,234	526.86
TOTAL MILLAGE	20.5676			GROSS AD VALOREM TAXES	\$14,834.06

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
UNINCORPORATED SURFACE WATER	1,507.07
GROSS NON-AD VALOREM ASSESSMENTS	\$1,507.07

TAXES BECOME DELINQUENT APRIL 1ST	COMBINED GROSS TAXES AND ASSESSMENTS	\$16,341.13
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PLEASE RETAIN TOP PORTION FOR YOUR RECORDS

Diane Nelson, CFC, Pinellas County Tax CollectorPay in U.S. funds to Diane Nelson, Tax Collector
P.O. Box 4005, Seminole, FL 33775-4005
(727) 464-7777 | www.taxcollect.com**2015 REAL ESTATE TAX**
*Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments*Pay online at www.taxcollect.com

• E-check - no fee • Credit card - 2.95% convenience fee

If Postmarked By	Nov 30, 2015			
Pay this Amount	\$15,687.48			

ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE
R129426		ETF

DUKE ENERGY FLORIDA, INC
C/O TAX DEPT - DEC41B
550 S TRYON ST
CHARLOTTE, NC 28202-4200PARCEL NO.: 12/28/16/00000/410/0000
SITE ADDRESS: STARLING DR, OLDSMAR
PLAT: UNREC
LEGAL:
FROM NE COR OF SE 1/4 TH W
132FT FOR POB TH S 1589FT
(S) TH W 2416FT(S) TH N
SEE ADDITIONAL LEGAL ON TAX ROLL

Duplicate N/A 07/27/2016

Paid 11/30/2015 Receipt # 755-15-TAX-105297 \$15,687.48

12-28-16-00000-410-0000

Compact Property Record Card

[Portability](#)
[Calculator](#)

Updated July 27,2016

[Email](#)
[Print](#)

[Radius Search](#)

[Improvement Value](#)
 per F.S. 553.844

Ownership/Mailing Address Change Mailing Address	Site Address
DUKE ENERGY FLORIDA, INC C/O TAX DEPT - DEC41B 550 S TRYON ST CHARLOTTE NC 28202-4200	0 STARLING DR (Unincorporated)



[Property Use:](#) 9160 (Electric Power Company (Florida Power, Tampa Elec.) Easement, Office & Sub-Station)
 [Living Units:](#)

[\[click here to hide\]](#) **Legal Description**

FROM NE COR OF SE 1/4 TH W 132FT FOR POB TH S 1589FT (S) TH W 2416FT(S) TH N 1579FT(S) TH E 2433FT(S) TO POB CONT 85.77AC(C)

File for Homestead Exemption			2016 Parcel Use
Exemption	2016	2017	
Homestead:	No	No	Homestead Use Percentage: 0.00%
Government:	No	No	Non-Homestead Use Percentage: 100.00%
Institutional:	No	No	Classified Agricultural: No
Historic:	No	No	

Parcel Information Latest Notice of Proposed Property Taxes (TRIM Notice)

Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone (NOT the same as a FEMA Flood Zone)	Plat Book/Page
03213/0102		121030273242	B	

2016 Preliminary Value Information

Year	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2016	\$721,234	\$721,234	\$721,234	\$721,234	\$721,234

[\[click here to hide\]](#) **Value History as Certified (yellow indicates correction on file)**

Year	Homestead Exemption	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2015	No	\$721,234	\$721,234	\$721,234	\$721,234	\$721,234
2014	No	\$720,729	\$720,729	\$720,729	\$720,729	\$720,729
2013	No	\$720,729	\$720,729	\$720,729	\$720,729	\$720,729
2012	No	\$720,729	\$720,729	\$720,729	\$720,729	\$720,729
2011	No	\$720,729	\$720,729	\$720,729	\$720,729	\$720,729
2010	No	\$839,717	\$839,717	\$839,717	\$839,717	\$839,717
2009	No	\$1,018,199	\$1,018,199	\$1,018,199	\$1,018,199	\$1,018,199

2008	No	\$1,112,200	\$1,112,200	\$1,112,200	\$1,112,200	\$1,112,200
2007	No	\$1,154,400	\$1,154,400	\$1,154,400	N/A	\$1,154,400
2006	No	\$1,196,700	\$1,196,700	\$1,196,700	N/A	\$1,196,700
2005	No	\$1,196,700	\$1,196,700	\$1,196,700	N/A	\$1,196,700
2004	No	\$1,196,700	\$1,196,700	\$1,196,700	N/A	\$1,196,700
2003	No	\$998,400	\$998,400	\$998,400	N/A	\$998,400
2002	No	\$833,100	\$833,100	\$833,100	N/A	\$833,100
2001	No	\$833,100	\$833,100	\$833,100	N/A	\$833,100
2000	No	\$833,100	\$833,100	\$833,100	N/A	\$833,100
1999	No	\$833,100	\$833,100	\$833,100	N/A	\$833,100
1998	No	\$800,100	\$800,100	\$800,100	N/A	\$800,100
1997	No	\$809,500	\$809,500	\$809,500	N/A	\$809,500
1996	No	\$809,500	\$809,500	\$809,500	N/A	\$809,500

2015 Tax Information

[Click Here for 2015 Tax Bill](#)

Tax Collector Mails 2015 Tax Bills October 31

Tax District: ETF

2015 Final Millage Rate 20.5676

2015 Est Taxes w/o Cap or Exemptions \$14,834.05

A significant change in taxable value may occur when sold due to changes in the market or the removal of exemptions. [Click here for more information.](#)

Ranked Sales [\(What are Ranked Sales?\)](#) [See all transactions](#)

Sale Date Book/Page Price Q/U V/I

No recent sales on record

2016 Land Information

Seawall: No

Frontage: None

View:

<u>Land Use</u>	<u>Land Size</u>	<u>Unit Value</u>	<u>Units</u>	<u>Total Adjustments</u>	<u>Adjusted Value</u>	<u>Method</u>
Wasteland/Marsh (96)	0x0	1000.00	70.9100	1.0000	\$70,910	AC
Utilities (91)	0x0	45000.00	17.2800	1.0000	\$777,600	AC

[\[click here to hide\]](#) 2016 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
No Extra Features on Record					

[\[click here to hide\]](#) Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting office in which the structure is located.

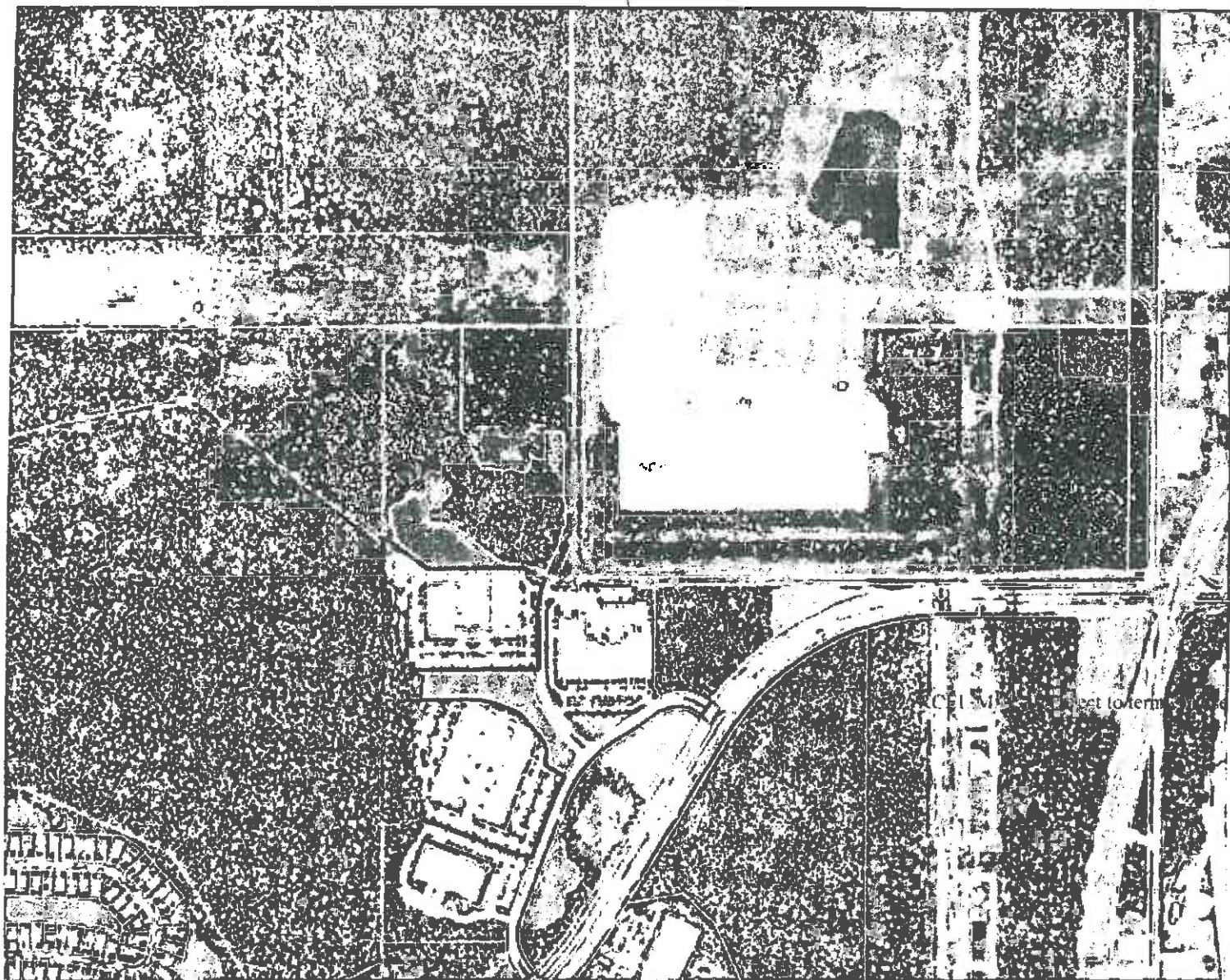
Permit Number

Description

Issue Date

Estimated Value

No Permit Data Found



Diane Nelson, CFC, Pinellas County Tax CollectorP.O. Box 4005, Seminole, FL 33775-4005
(727) 464-7777 | www.taxcollect.com**2015 REAL ESTATE TAX**
*Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments*Pay online at www.taxcollect.com

• E-check - no fee • Credit card - 2.95% convenience fee

If Postmarked By	Nov 30, 2015				
Pay this Amount	\$20,096.08				

ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE
R129428		ETF

DUKE ENERGY FLORIDA, INC
C/O TAX DEPT - DEC41B
550 S TRYON ST
CHARLOTTE, NC 28202-4200PARCEL NO.: 12/28/16/00000/430/0100
SITE ADDRESS: RACETRACK RD N, OLDSMAR
PLAT: UNREC
LEGAL:
FROM SE SEC COR TH W 132FT
FOR POB TH W 2404FT(S) TH
N 1115.41FT TH E 2416FT(S)
SEE ADDITIONAL LEGAL ON TAX ROLL**AD VALOREM TAXES**

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
GENERAL FUND	5.2755	896,425	0	896,425	4,729.09
HEALTH DEPARTMENT	0.0622	896,425	0	896,425	55.76
EMS	0.9158	896,425	0	896,425	820.95
EAST LAKE FIRE	1.9650	896,425	0	896,425	1,761.48
SCHOOL-STATE LAW	5.0220	896,425	0	896,425	4,501.85
SCHOOL-LOCAL BD.	2.7480	896,425	0	896,425	2,463.38
MSTU	2.0857	896,425	0	896,425	1,869.67
EAST LAKE RECREATIONAL SVCS	0.2500	896,425	0	896,425	224.11
LIBRARY SERVICES EAST LAKE F	0.2500	896,425	0	896,425	224.11
SW FLA WTR MGMT.	0.3488	896,425	0	896,425	312.67
PINELLAS COUNTY PLN.CNCL.	0.0160	896,425	0	896,425	14.34
JUVENILE WELFARE BOARD	0.8981	896,425	0	896,425	805.08
SUNCOAST TRANSIT AUTHORITY	0.7305	896,425	0	896,425	654.84
TOTAL MILLAGE	20.5676			GROSS AD VALOREM TAXES	\$18,437.33

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
UNINCORPORATED SURFACE WATER	2,496.09
GROSS NON-AD VALOREM ASSESSMENTS	\$2,496.09

TAXES BECOME DELINQUENT APRIL 1ST	COMBINED GROSS TAXES AND ASSESSMENTS	\$20,933.42
--	---	--------------------

PLEASE RETAIN TOP PORTION FOR YOUR RECORDS

Diane Nelson, CFC, Pinellas County Tax CollectorPay in U.S. funds to Diane Nelson, Tax Collector
P.O. Box 4005, Seminole, FL 33775-4005
(727) 464-7777 | www.taxcollect.com**2015 REAL ESTATE TAX**
*Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments*Pay online at www.taxcollect.com

• E-check - no fee • Credit card - 2.95% convenience fee

If Postmarked By	Nov 30, 2015				
Pay this Amount	\$20,096.08				

ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE
R129428		ETF

DUKE ENERGY FLORIDA, INC
C/O TAX DEPT - DEC41B
550 S TRYON ST
CHARLOTTE, NC 28202-4200PARCEL NO.: 12/28/16/00000/430/0100
SITE ADDRESS: RACETRACK RD N, OLDSMAR
PLAT: UNREC
LEGAL:
FROM SE SEC COR TH W 132FT
FOR POB TH W 2404FT(S) TH
N 1115.41FT TH E 2416FT(S)
SEE ADDITIONAL LEGAL ON TAX ROLL

Duplicate N/A 07/27/2016

Paid 11/30/2015 Receipt # 755-15-TAX-105298 \$20,096.08

12-28-16-00000-430-0100

Compact Property Record Card

[Portability Calculator](#)

Updated July 27,2016

[Email](#)
[Print](#)

[Radius Search](#)

[Improvement Value per F.S. 553.844](#)

Ownership/Mailing Address <u>Change</u> Mailing Address	Site Address
DUKE ENERGY FLORIDA, INC C/O TAX DEPT - DEC41B 550 S TRYON ST CHARLOTTE NC 28202-4200	0 RACETRACK RD N (Unincorporated)



[Property Use:](#) 9160 (Electric Power Company (Florida Power, Tampa Elec.) Easement, Office & Sub-Station)
 Living Units: 0

[\[click here to hide\]](#) **Legal Description**

FROM SE SEC COR TH W 132FT FOR POB TH W 2404FT(S) TH N 1115.41FT TH E 2416FT(S) TH S 1109FT (S) TO POB CONT 62.76AC(C)

File for Homestead Exemption			2016 Parcel Use
Exemption	2016	2017	
Homestead:	No	No	Homestead Use Percentage: 0.00%
Government:	No	No	Non-Homestead Use Percentage: 100.00%
Institutional:	No	No	Classified Agricultural: No
Historic:	No	No	

Parcel Information Latest Notice of Proposed Property Taxes (TRIM Notice)

Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone (NOT the same as a FEMA Flood Zone)	Plat Book/Page
03213/0102		121030273272	B	

2016 Preliminary Value Information

Year	<u>Just/Market Value</u>	<u>Assessed Value/ SOH Cap</u>	<u>County Taxable Value</u>	<u>School Taxable Value</u>	<u>Municipal Taxable Value</u>
2016	\$892,436	\$892,436	\$892,436	\$892,436	\$892,436

[\[click here to hide\]](#) **Value History as Certified (yellow indicates correction on file)**

Year	<u>Homestead Exemption</u>	<u>Just/Market Value</u>	<u>Assessed Value/ SOH Cap</u>	<u>County Taxable Value</u>	<u>School Taxable Value</u>	<u>Municipal Taxable Value</u>
2015	No	\$896,425	\$896,425	\$896,425	\$896,425	\$896,425
2014	No	\$867,479	\$867,479	\$867,479	\$867,479	\$867,479
2013	No	\$865,218	\$865,218	\$865,218	\$865,218	\$865,218
2012	No	\$863,543	\$863,543	\$863,543	\$863,543	\$863,543
2011	No	\$867,167	\$867,167	\$867,167	\$867,167	\$867,167
2010	No	\$989,091	\$989,091	\$989,091	\$989,091	\$989,091
2009	No	\$1,178,012	\$1,178,012	\$1,178,012	\$1,178,012	\$1,178,012

2008	No	\$1,229,300	\$1,229,300	\$1,229,300	\$1,229,300	\$1,229,300
2007	No	\$1,275,800	\$1,275,800	\$1,275,800	N/A	\$1,275,800
2006	No	\$1,332,400	\$1,332,400	\$1,332,400	N/A	\$1,332,400
2005	No	\$1,335,600	\$1,335,600	\$1,335,600	N/A	\$1,335,600
2004	No	\$1,330,500	\$1,330,500	\$1,330,500	N/A	\$1,330,500
2003	No	\$1,103,800	\$1,103,800	\$1,103,800	N/A	\$1,103,800
2002	No	\$740,200	\$740,200	\$740,200	N/A	\$740,200
2001	No	\$735,200	\$735,200	\$735,200	N/A	\$735,200
2000	No	\$713,900	\$713,900	\$713,900	N/A	\$713,900
1999	No	\$703,700	\$703,700	\$703,700	N/A	\$703,700
1998	No	\$706,200	\$706,200	\$706,200	N/A	\$706,200
1997	No	\$712,900	\$712,900	\$712,900	N/A	\$712,900
1996	No	\$714,600	\$714,600	\$714,600	N/A	\$714,600

2015 Tax Information

[Click Here for 2015 Tax Bill](#)

Tax Collector Mails 2015 Tax Bills October 31

Tax District: ETF

2015 Final Millage Rate 20.5676

2015 Est Taxes w/o Cap or Exemptions \$18,437.31

A significant change in taxable value may occur when sold due to changes in the market or the removal of exemptions. [Click here for more information.](#)

Ranked Sales [\(What are Ranked Sales?\)](#) [See all transactions](#)

Sale Date Book/Page Price Q/U V/I

No recent sales on record

2016 Land Information

Seawall: No

Frontage: None

View:

Land Use	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value	Method
Wasteland/Marsh (96)	0x0	1000.00	43.2300	1.0000	\$43,230	AC
Utilities (91)	0x0	45000.00	18.3200	1.0000	\$824,400	AC

[\[click here to hide\]](#) 2016 Building 1 Structural Elements [Back to Top](#)

Site Address: 0 RACETRACK RD N

Quality: Average

Square Footage:
3360.00

Foundation:
Spread/Mono
Footing

Floor System: Slab
On Grade

Exterior Wall:
Concrete Block

Roof Frame:
Prestress Concrete

Roof Cover: Built
Up/Composition

Stories: 1

[Compact
Property
Record Card](#)

Living units: 0
 Floor Finish:
 Concrete Finish
 Interior Finish:
 Unfinished
 Fixtures: 2
 Year Built: 1971
 Effective Age: 34

Cooling: Cooling
 W/Ducts

96 **EAS** 96

Building 1 Sub Area Information

Description	Building Finished Ft ²	Gross Area Ft ²	Factor	Effective Ft ²
<u>Base</u>	3,360	3,360	1.00	3,360
Open plot in New Window				
Total Building Finished SF: 3,360		Total Gross SF: 3,360	Total Effective SF: 3,360	

[click here to hide] 2016 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
DOCK	\$0.00	0.00	\$0.00	\$0.00	0
CONC PAVE	\$6.00	6,770.00	\$40,620.00	\$40,620.00	0
FENCE	\$12.00	1,500.00	\$18,000.00	\$7,200.00	1971
MOBILEHOME	\$25,000.00	2.00	\$50,000.00	\$50,000.00	2000



THIS INDENTURE, Made this 5 day of DECEMBER,

1962, between AMELIA LeDONNE, a single woman, of the County of New York and State of New York, Party of the First Part, and FLORIDA POWER CORPORATION, 101 Fifth Street South, St. Petersburg, Florida, a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Pinellas and State of Florida, Party of the Second Part;

WITNESSETH, That the said Party of the First Part, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS, to her in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said Party of the Second Part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Pinellas and State of Florida, more particularly described as follows:

PARCEL NO. 1

A 175-foot wide strip of land extending through the $S\frac{1}{2}$ of Section 12, Township 28 South, Range 16 East, being more particularly described as follows:

Beginning at a point on the West boundary of the $S\frac{1}{2}$ of Section 12, Township 28 South, Range 16 East, that is North $1^{\circ} 15' 28''$ West, 1126.51 feet from the Southwest corner of said $S\frac{1}{2}$ of Section 12; thence North $89^{\circ} 47' 34''$ East 5095.11 feet to a point on the East boundary of said $S\frac{1}{2}$ of Section 12, said point being North $0^{\circ} 07' 06''$ West, 1108.97 feet from the Southeast corner of said $S\frac{1}{2}$ of Section 12; thence North $0^{\circ} 07' 06''$ West, along said East boundary, 175.00 feet; thence South $89^{\circ} 47' 34''$ West, 5098.59 feet to a point on the West boundary of the $S\frac{1}{2}$ of said Section 12; thence South $1^{\circ} 15' 28''$ East, along said West boundary, 175.02 feet to the Point of Beginning.

DEC 12 9 58 AM '62

RECORDED PINELLAS CO. FLA.
AVERY W. GILKESON, CLERK

1569
250

best
available

PARCEL NO. 2

A 175-foot wide strip of land extending through the S½ of the SW¼ and the SW¼ of the SE¼ of Section 11, Township 28 South, Range 16 East, being more particularly described as follows:

Beginning at a point on the West boundary of the S½ of the SW¼ of Section 11, Township 28 South, Range 16 East, that is North 1° 06' 36" West, 1050.35 feet from the Southwest corner of said S½ of the SW¼; thence North 89° 47' 34" East 3870.26 feet to a point on the East boundary of the SW¼ of the SE¼ of said Section 11, said point being North 1° 13' 15" West, 1117.60 feet from the Southeast corner of said SW¼ of the SE¼; thence North 1° 13' 15" West, along the East boundary of said SW¼ of the SE¼, 175.02 feet; thence South 89° 47' 34" West, 3869.92 feet to a point on the West boundary of the S½ of the SW¼ of said Section 11; thence South 1° 06' 36" East, along said West boundary, 175.02 feet to the Point of Beginning.

The foregoing parcels of land, separately or collectively, are subject to the following easements of record, to wit:

1. Easement granted to Houston Texas Gas and Oil Corporation as shown by Clerk's Instrument No. 580914A, Public Records of Pinellas County, Florida.
2. Easement granted to Pinellas Water Company and assigned to City of St. Petersburg as shown by Clerk's Instrument No. 121701A, Public Records of Pinellas County, Florida.
3. Easement granted to City of St. Petersburg as shown by Clerk's Instrument No. 914988A, Public Records of Pinellas County, Florida.

The conveyance herein is subject to the Grantor, her heirs and assigns, reserving the following rights in and to the parcels of land hereinabove described:

- a. The unlimited right of ingress and egress, provided such right of ingress and egress does not interfere with the safe and efficient construction, operation and maintenance of Grantee's electric transmission lines.

- b. The right to build, maintain and travel over roads and streets across the said parcels of land, provided such roads and streets (1) are constructed at an elevation not in excess of existing ground elevation, except where required by some governmental agency so as to comply with regulations permitting the construction of roads, and subject to prior approval of Grantee, which approval shall not be unreasonably withheld, (2) are constructed across said parcels of land approximately perpendicular to the North and South boundaries thereof, and (3) all parts of which are more than 25 feet distant from any of Grantee's line structures or related equipment, facilities or accessory thereto.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:

TO HAVE AND TO HOLD the same in fee simple forever. And the said Party of the First Part does covenant with the said Party of the Second Part that she is lawfully seized of the said premises, that they are free of all encumbrances, and that she has good right and lawful authority to sell the same; and that said Party of the First Part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set her hand and seal the day and year above written.

Signed, sealed and delivered
in the presence of:

Harold M. Levine
Norma Schneider

Amelia LeDonne (L.S.)
Amelia LeDonne

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

I HEREBY CERTIFY, That on this 5
1962, before me personally appeared AMELIA LeDO
known to be the person described in and who ex-
veyance to FLORIDA POWER CORPORATION, and sever
cution thereof to be her free act and deed fo
therein mentioned.

WITNESS my signature and official sea
in the County of New York and State of New York
aforesaid.

(NOTARIAL SEAL)

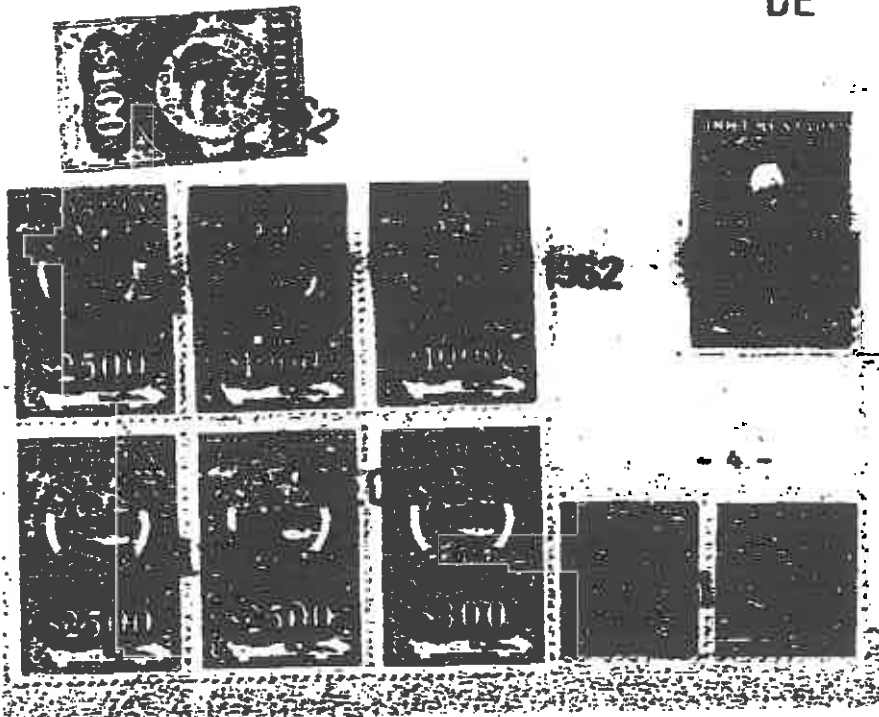


SA
NOTAR

Q
TEN

My Commission Expires:

DE



THIS INDENTURE, Made this 31 day of DECEMBER, 1967, between AMELIA LeDONNE MEROLLA (formerly Amelia LeDonne) joined by her husband, SALVATORE MEROLLA, of the County of New York and State of New York, Parties of the First Part, and FLORIDA POWER CORPORATION, 101 Fifth Street South, St. Petersburg, Florida, a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Pinellas and State of Florida, Party of the Second Part;

WITNESSETH, That the said Parties of the First Part, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS, to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed and by these presents do grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said Party of the Second Part and its successors and assigns forever, all those certain parcels of land lying and being in the County of Pinellas and State of Florida, more particularly described as follows, to wit:

PARCEL NO. 1

A 175-foot wide strip of land extending through the $S\frac{1}{4}$ of Section 12, Township 28 South, Range 16 East, being more particularly described as follows:

Beginning at a point on the West boundary of the $S\frac{1}{4}$ of Section 12, Township 28 South, Range 16 East, that is North $1^{\circ} 15' 28''$ West, 1126.51 feet from the Southwest corner of said $S\frac{1}{4}$ of Section 12; thence North $89^{\circ} 47' 34''$ East 5095.11 feet to a point on the East boundary of said $S\frac{1}{4}$ of Section 12, said point being North $0^{\circ} 07' 06''$ West, 1108.97 feet from the Southeast corner of said $S\frac{1}{4}$ of Section 12; thence North $0^{\circ} 07' 06''$ West, along said East boundary, 175.00 feet; thence South $89^{\circ} 47' 34''$ West, 5098.59 feet to a point on the West boundary of the $S\frac{1}{4}$ of said Section 12; thence South $1^{\circ} 15' 28''$ East, along said West boundary, 175.02 feet to the Point of Beginning.

JAN 8 11 12 AM '68
RECORDED: PINELLAS CO. FLA.
AVERY W. GILKINSON, CLERK



PARCEL NO. 2

A 175-foot wide strip of land extending through the $S\frac{1}{2}$ of the $SW\frac{1}{4}$ and the $SW\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 11, Township 28 South, Range 16 East, being more particularly described as follows:

Beginning at a point on the West boundary of the $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 11, Township 28 South, Range 16 East, that is North $1^{\circ} 06' 36''$ West, 1090.85 feet from the Southwest corner of said $S\frac{1}{2}$ of the $SW\frac{1}{4}$; thence North $89^{\circ} 47' 34''$ East 3870.26 feet to a point on the East boundary of the $SW\frac{1}{4}$ of the $SE\frac{1}{4}$ of said Section 11, said point being North $1^{\circ} 13' 15''$ West, 1117.60 feet from the Southeast corner of said $SW\frac{1}{4}$ of the $SE\frac{1}{4}$; thence North $1^{\circ} 13' 15''$ West, along the East boundary of said $SW\frac{1}{4}$ of the $SE\frac{1}{4}$, 175.02 feet; thence South $89^{\circ} 47' 34''$ West, 3869.92 feet to a point on the West boundary of the $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of said Section 11; thence South $1^{\circ} 06' 36''$ East, along said West boundary, 175.02 feet to the Point of Beginning.

The foregoing parcels of land, separately or collectively, are subject to the following easements of record, to wit:

1. Easement granted to Houston Texas Gas and Oil Corporation as shown by Clerk's Instrument No. 580914A, Public Records of Pinellas County, Florida.
2. Easement granted to Pinellas Water Company and assigned to City of St. Petersburg as shown by Clerk's Instrument No. 121701A, Public Records of Pinellas County, Florida.
3. Easement granted to City of St. Petersburg as shown by Clerk's Instrument No. 914988A, Public Records of Pinellas County, Florida.

The conveyance herein is subject to the Grantors, their heirs and assigns, reserving the following rights in and to the parcels of land hereinabove described:

- a. The unlimited right of ingress and egress, provided such right of ingress and egress does not interfere with the safe and efficient construction, operation and maintenance of Grantee's electric transmission lines.

- b. The right to build, maintain and travel over roads and streets across the said parcels of land, provided such roads and streets (1) are constructed at an elevation not in excess of existing ground elevation, except where required by some governmental agency so as to comply with regulations permitting the construction of roads, and subject to prior approval of Grantee, which approval shall not be unreasonably withheld; (2) are constructed across said parcels of land approximately perpendicular to the North and South boundaries thereof, and (3) all parts of which are more than 25 feet distant from any of Grantee's line structures or related equipment, facilities or accessory thereto.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:

This deed given to correct deed dated December 3, 1962, and recorded in Official Records Book 1569, Page 250, Public Records of Pinellas County, Florida.

TO HAVE AND TO HOLD the same in fee simple forever, And the said Parties of the First Part do covenant with the said Party of the Second Part that they are lawfully seized of the said premises, that they are free of all encumbrances, and that they have good right and lawful authority to sell the same; and that said Parties of the First Part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Parties of the First Part have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered in the presence of:

Trina Schneider

Sharon M. Levine

Amelia LeDonne Merolla
(Amelia LeDonne Merolla)

Salvatore Merolla
Salvatore Merolla

STATE OF New York)
COUNTY OF New York) ss.

I HEREBY CERTIFY, That on this 31 day of December, 1962, before me personally appeared AMELIA LeDONNE MEROLLA (formerly Amelia LeDonne) and SALVATORE MEROLLA, her husband, to me known to be the persons described in and who executed the foregoing conveyance to FLORIDA POWER CORPORATION, and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at New York in the County of New York and State of New York the day and year last aforesaid.

(NOTARIAL SEAL)

My Commission Expires:

March 30, 1964

Salvatore Merolla
Notary Public
SALVATORE MEROLLA
NOTARY PUBLIC, State of New York
No. 24-41350
Qualified in Kings County
Term Expires March 30, 1964

277553B

OR 2115 PAGE 335

9:18 19A.

at 27510
for 101 20
425


THIS INDENTURE, Made this 10th day of December,
A.D. 1966, between ELIOT JANEWAY, joined by his wife Elizabeth
JANEWAY, of the County of New York in the State of New York, Parties
of the First Part, and FLORIDA POWER CORPORATION, a corporation existing under
the laws of the State of Florida, having its principal place of business at
101 Fifth Street South, St. Petersburg, in the County of Pinellas and State
of Florida, Party of the Second Part;

WITNESSETH, That the said Parties of the First Part, for and in
consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSID-
ERATION, to them in hand paid by the said Party of the Second Part, the re-
ceipt whereof is hereby acknowledged, have granted, bargained, and sold to
the said Party of the Second Part, its successors and assigns forever, the
following described land, in County of Pinellas, State of Florida, to wit:

A strip of land of varying widths extending through the
S $\frac{1}{2}$ of Section 11, the S $\frac{1}{2}$ and the NE $\frac{1}{4}$ of Section 12, and
the SE $\frac{1}{4}$ of Section 1, all in Township 28 South, Range 16
East, being more particularly described as follows:

From a concrete monument marking the Southwest corner of
Section 11, Township 28 South, Range 16 East, run North
1° 06' 36" West, along the West boundary of Section 11,
1265.87 feet to a point that is 87.50 feet North of and
at right angle to the center line of Florida Power Corpo-
ration's existing Curlew-Tampa Electric Company 240 KV
Transmission Line; thence North 89° 47' 34" East, parallel
to the center line of said transmission line, 3869.92 feet
to a point on the West boundary of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec-
tion 11 that is North 1° 13' 15" West 1292.62 feet from the
Southwest corner of said SE $\frac{1}{4}$ of SE $\frac{1}{4}$; thence North 1° 13' 15"
West 54.10 feet to the Northwest corner of said SE $\frac{1}{4}$ of SE $\frac{1}{4}$;
thence South 89° 51' 47" East, along the North boundary of
the SE $\frac{1}{4}$ of SE $\frac{1}{4}$, 1290.10 feet to a point on the West boundary
of Section 12, Township 28 South, Range 16 East, that is
North 1° 15' 28" West 1347.88 feet from the Southwest corner
of Section 12; thence South 1° 15' 28" East 46.35 feet to a
point that is 87.50 feet North of and at right angle to the
center line of Florida Power Corporation's existing Curlew-
Tampa Electric Company 240 KV Transmission Line, said point
also being North 1° 15' 28" East 1301.53 feet from the South-
west corner of said Section 12; thence North 89° 47' 34" East,
parallel to the center line of said transmission line, 4409.87
feet to a point that is South 89° 47' 34" West 688.72 feet from
the East boundary of Section 12, said point also being 65.00

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PINELLAS CO., FLORIDA
HAROLD HOLLENDORF, CLERK
NOV 11 11 10 AM '65



feet East of and at right angle to the center line of Florida Power Corporation's existing Higgins-Fort Meade 120 KV Transmission Line; thence North $0^{\circ} 33' 40''$ West, parallel to the center line of said transmission line, 347.95 feet to a point that is 50.00 feet Southeasterly from and at right angle to the center line of said transmission line; thence North $67^{\circ} 51' 35''$ East, parallel to the center line of said transmission line, 745.82 feet to a point on the East boundary of Section 12; thence North $0^{\circ} 07' 06''$ East 107.88 feet to a point that is 50.00 feet Northeasterly from and at right angle to the center line of Florida Power Corporation's existing Higgins-Fort Meade 120 KV Transmission Line; thence South $67^{\circ} 51' 35''$ West, parallel to the center line of said transmission line, 854.25 feet to a point that is 50.00 feet East of and at right angle to the center line of Florida Power Corporation's existing Higgins-Tarpon Springs East 120 KV Transmission Line; thence North $0^{\circ} 33' 40''$ West, parallel to the center line of said transmission line, 3668.14 feet to a point on the South boundary of Section 1, Township 28 South, Range 16 East, that is South $89^{\circ} 52' 11''$ West 813.99 feet from the Southeast corner of Section 1; thence continue North $0^{\circ} 33' 40''$ West, parallel to the center line of said transmission line, 2669.55 feet to a point on the North boundary of the SE $\frac{1}{4}$ of Section 1 that is South $89^{\circ} 47' 34''$ West 814.41 feet from the Northeast corner of said SE $\frac{1}{4}$; thence North $89^{\circ} 47' 34''$ West 490.05 feet to a point that is 440.05 feet West of and at right angle to the center line of Florida Power Corporation's existing Higgins-Tarpon Springs East 120 KV Transmission Line; thence South $0^{\circ} 33' 40''$ East, parallel to the center line of said transmission line, 2672.44 feet to a point on the North boundary of Section 12, Township 28 South, Range 16 East, that is South $89^{\circ} 52' 11''$ West 1303.99 feet from the Northeast corner of Section 12; thence continue South $0^{\circ} 33' 40''$ East, parallel to the center line of said transmission line, 3854.14 feet to a point that is 317.50 feet North of and at right angle to the center line of Florida Power Corporation's existing Curlew-Tampa Electric Company 240 KV Transmission Line; thence South $89^{\circ} 47' 34''$ West 3822.69 feet to a point on the East boundary of Section 11, Township 28 South, Range 16 East, that is North $1^{\circ} 15' 28''$ West 1531.53 feet from the Southeast corner of said Section 11; thence continue South $89^{\circ} 47' 34''$ West, parallel to the center line of said transmission line, 5159.29 feet to a point on the West boundary of Section 11; thence South $1^{\circ} 06' 36''$ East 230.03 feet to the Point of Beginning.

Subject to easements of record and subject to road rights-of-way as shown by Clerk's Instrument No. 13031, Public Records of Pinellas County, Florida.

The Parties of the First Part expressly reserve unto themselves, their heirs and assigns, the right to construct roads across the property herein conveyed, provided however that any such roads, or any part thereof, are (a) not located or constructed parallel to Florida Power Corporation's transmission lines, (b) constructed approximately perpendicular to the edge of said parcel of land, (c) not constructed above existing ground elevation, and (d) more than 25 feet distant from any of Florida Power Corporation's line structures or related equipment or accessories thereto.

And the said Parties of the First Part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Signed, sealed and delivered
in the presence of:

Frank V. Sculick
James H. Sculick

Eliot Janeway (L.S.)
Elizabeth Janeway (L.S.)
Elizabeth Janeway

STATE OF New York)
COUNTY OF New York)

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 ELIOT JANEWAY and Elizabeth JANEWAY, his wife, 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 last aforesaid this 10th day of December, A.D. 1964.

(NOTARIAL SEAL)

Arthur P. [Signature]
Notary Public

My Commission Expires:



3213 102

$$\begin{array}{r} 3213 \\ \hline 102 \end{array}$$

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EG. H459 BZ 1011

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
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9900

Beginning at the Southeast corner of SE $\frac{1}{4}$ of Section 12, Township 28 South, Range 16 East; thence South 89°35'48" West, along the South boundary of said SE $\frac{1}{4}$, a distance of 2536.38 feet to the Southwest corner of said SE $\frac{1}{4}$; thence North 0°43'21" West, along the West boundary of said SE $\frac{1}{4}$, a distance of 2696.80 feet to the Northwest corner of said SE $\frac{1}{4}$; thence North 89°34'03" East, along the North boundary of said SE $\frac{1}{4}$, a distance of 2564.84 feet to the Northeast corner of said SE $\frac{1}{4}$; thence South 0°07'06" East, along the East boundary of said SE $\frac{1}{4}$, a distance of 2698.11 feet to the Point of Beginning, LESS AND EXCEPT that part previously conveyed to Florida Power Corporation by Amelia LeDonne Merolla (formerly Amelia LeDonne), as evidenced by corrective Warranty Deed dated December 31, 1962, recorded in Official Records Book 1589, Page 263, (Clerk's Instrument No. 26598B), and by Eliot Janaway, as evidenced by Warranty Deed dated December 10, 1964, recorded in Official Records Book 2115, Page 335, (Clerk's Instrument No. 277553B); and ALSO LESS AND EXCEPT that part conveyed to the State Road Department of Florida by Flora Meddin, a single woman, by Special Warranty Deed dated November 10, 1958, recorded in Official Records Book 465, Page 502, (Clerk's Instrument No. 519014A), Public Records of Pinellas County, Florida.

And the said Parties of the First Part do hereby fully warrant the said land, and will defend the same against the lawful claims

STATE OF FLORIDA
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SUR TAX
\$11.00

STATE OF FLORIDA
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STATE OF HONOLULU
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STATE OF PENNSYLVANIA
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STATE OF FLORIDA
DOCUMENTARY
SUR TAX
\$11.00

9213 103

of all persons whomsoever.

Signed, sealed and delivered
in the presence of:

Elizabeth M. Hagler

Arthur Kehal

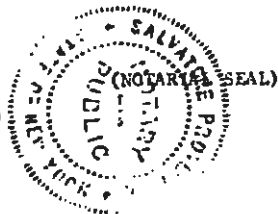
Eliot Janeway (L.S.)
Eliot Janeway

Elizabeth Janeway (L.S.)
Elizabeth Janeway

STATE OF NEW YORK)
COUNTY OF NEW YORK) 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 ac-
knowledgments, personally appeared ELIOT JANEWAY and ELIZABETH JANEWAY, his
wife, to me known to be the persons described in and who executed the fore-
going instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last
aforesaid this 11 day of August, A.D. 1969.



My Commission Expires:

3/3/70

Salvatore Provenzano
Notary Public

SALVATORE PROVENZANO
NOTARY PUBLIC, State of New York
No. 24-644288
Qualified in Kings County
Comm. Expires March 31, 1970

DEED 1468 MAY 6 1883

WITNESSETH

DEED 1785 MAY 8 1883

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, in consideration of the sum of one dollar and other valuable considerations, the receipt of which is hereby acknowledged, do grant and convey to PINELLAS WATER COMPANY, a Florida corporation, and to its successors, assigns and lessees, the right, privilege and easement, fifty (50) feet in width, forever, to construct, operate and maintain water main for the conveyance and distribution of water, including necessary communications, fixtures and equipment and accessories desirable in connection therewith, in, upon and across the following described tracts of land in Hillsborough County, State of Florida, to-wit:

Across the $\frac{1}{2}$ and the S.W. $\frac{1}{4}$ of Sec. 12, Twp. 28 South, Range 16 East more particularly described as follows:

Beginning at a point on the South line of Sec. 12, 4868 ft. East of the S.E. corner of Sec. 12, thence N. $45^{\circ} 29' 30''$ East (True Bearing) 128 ft. more or less thence on a 5° curve to the right arc distance 186 ft. more or less, thence N. $54^{\circ} 47' 30''$ East (True Bearing) 660 ft. more or less thence on a 5° curve to the right arc distance 23 ft. more or less thence N. $57^{\circ} 27' 30''$ East (True Bearing) 4874 ft. more or less to a point on the E. line of Sec. 12, 3148 ft. more or less N. of the S.E. corner of Sec. 12,

Lying and being 20 ft. in width on the West side and 30 ft. in width on the E. side of the above described line.

- - - - -

Across the N.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Sec. 13, Twp 28 South, Range 16 E. more particularly described as follows:

Beginning at a point on the West line of Sec. 13, 5142 ft. more or less North of the S.W. corner of Sec. 13, thence North $45^{\circ} 29' 30''$ East (True Bearing) 222 ft. more or less to a point on the North line of said section 13, 4868 ft. more or less West of the N.E. corner of section 13.

Lying and being 20 ft. in width on the W. side and 30 ft. in width on the E. side of the above described line.

Across the N.W. $\frac{1}{4}$ of Sec. 14, Twp 28 South Range 16 East more particularly described as follows:

Beginning at a point on the East and West quarter-section

Lying and being 2 ft. in width on the West side and 30 ft. in width on the East side of the above described line.

It is provided that the grantee hereunder shall never fence the boundary lines of the above described easement; however, the granters may construct fences over the same, leaving at all times proper entrance gates on the right of way;

The grantee also agrees that in the exercise of its right to clear the aforesaid right of way, it will do so within the fifty foot limit and will remove the debris so as to prevent a fire hazard on the remainder of the property;

It is further understood and agreed that the grantee, in exercising its rights under this easement, shall cause no more damage than can be avoided and should said grantee cause any damage in the exercise of said rights, they agree to pay a reasonable compensation therefor.

It is further covenanted and agreed between the parties that should the grantee abandon the easement and remove the pipe lines constructed by it upon the above described premises, upon the happening of this event and from that date forward, this easement and the rights thereunder shall terminate and be void and of no effect;

The grantors covenant that they have the right to convey the said easement, that the grantee, its successors and assigns, shall have quiet and peaceable possession, use and enjoyment of said easement, and that the grantors will execute such further assurances of said easement as may be required.

IN WITNESS WHEREOF, the grantors have hereunto affixed their hands and seals this 19th day of February A.D. 1930

Signed, sealed and
delivered in the presence
of:

Anthony A. Williams
W. B. Williams

Helena May Scott (SEAL)

Regina J. Donoherty (SEAL)

Esther V. Maguire (SEAL)

John A. Scott (SEAL)

Mary M. Scott (SEAL)

John J. Scott (SEAL)



Missouri
City of St. Louis 1785 PAGE 86

Florence Touchette a Notary Public within said
 State, do hereby certify that Helen Mary Scott,

Regina M. Dougherty, Catherine V. Maguire, John
R. Scott, Mary M. Scott and Tom J. Scott

appeared before me this day and acknowledged the
 execution of the foregoing instrument, and the said Mary

M. Scott
John R. Scott

and was privately examined, separate and apart from her said
 husband, and she acknowledged that she made herself a party to and
 executed said instrument for the purpose of relinquishing, re-
 leasing, releasing and conveying all her right, title, interest,
 dower and estate whatsoever, whether of dower, homestead,
 realizable or otherwise in and to the easement therein described,
 and for all the purposes in said instrument mentioned, and that she
 executed the same freely and voluntarily and without any compulsion,
 constraint, apprehension or fear of or from her said husband.

Witness my hand and official seal in said county and
 State this 19th day of February A.D. 1930.

Florence Touchette
 Notary Public

My Commission Expires November 13, 1932

ASSIGNMENT

BOOK 1785 PAGE 87

FOR VALUE RECEIVED, the undersigned corporation hereby sells, assigns, transfers, conveys and sets over unto the City of St. Petersburg, Florida, its successors and assigns, all its right, title, interest and equity in, to and under the within instrument and in and to the privilege and easement therein granted.

IN WITNESS WHEREOF, the undersigned corporation has caused its corporate seal to be hereunto affixed and this instrument to be signed in its name by its proper officers thereunto duly authorized this 4th day of December, 1940.

Attest: [Signature]
Secretary

PINELLAS WATER COMPANY
By [Signature]
President

Witnesses:
[Signature]
[Signature]

STATE OF FLORIDA, COUNTY OF PINELLAS.
FEB 5 1951
RECORDED FOR RECORD
AT 12:11
IN BOOK 1285
PAGE 81 AND RECORDED
CHAS. H. PENT
CLERK CIRCUIT COURT

STATE OF NEW YORK }
County of New York } ss

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Ralph Elman, to me known and known to me to be the President of Pinellas Water Company, the above described corporation, and to me known to be the person who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed and the free act and deed of said company for the uses and purposes therein mentioned.

Witness my hand and official seal this 4th day of December, 1940.

[Signature]
Notary Public

My commission expires:

(Notary Seal)

NOTARY PUBLIC
Miss Ch. C. No. 781 Reg. No. 1289
N. Y. Co. C. No. 87 Reg. No. 1289
Commission expires March 30, 1941

Filed for record March 1, 1951 at 8:30 AM in the book noted above and the record verified. AVERY M. GILKESON, Clerk of the Circuit Court, Pinellas County, Florida. By [Signature] Deputy Clerk.

In consideration of \$1.00 in hand paid, the undersigned tenant, in possession of the real estate described in the foregoing Easement Grant joins, to the extent of his interest, therein.

Dated this _____ day of _____, 19____

Tenant

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF New York

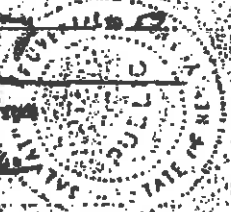
I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Elmer J. Mason and

_____ to me known to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged before me that he executed the same.

Witness my hand and official seal in the county and state last aforesaid this 7 day of May, 1958

My commission expires: _____

Salvatore P. Salvatore
NOTARY PUBLIC, State of New York
No. 24-844000
Qualified in Kings County
Term Expires March 22, 1960



EASEMENT GRANT

HOUSTON TEXAS GAS AND OIL CORPORATION

The South Half (SH) of Section 12, Township 28 South, Range 16 East.

The North Half (NH) of Section 14, Township 28 South, Range 16 East.

The Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 11, Township 28 South, Range 16 East.

That part of the East Half (EH) of the East Half (EH) of Section 15, lying North of State Road 384; AND North 23.8 acres of West Half (WH) of East Half (EH) of Section 15, Township 28 South, Range 16 East.

During construction, the right of way for the main pipeline shall be fifty feet in width extending fifteen feet southerly and thirty-five feet northerly from the following described survey line:

Entering the above described property at a point in the East line of the South Half (SH) of Section 12, said point lying 84 feet northerly along said East line from the Southeast corner of said Section 12 and running thence South 31° 19' West 63 feet to a point; thence North 89° 46' West 3154 feet to a point; thence North 52° 11' West 1302 feet to a point; thence South 79° 43' West 625 feet to a point; thence South 74° 43' West 234 feet to the West line of said Section 12; thence continuing across the lands of others, being the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 11, said point lying approximately 220 feet northerly along the East line of the Southeast corner of said Quarter-Quarter Section and running thence South 74° 43' West a distance of 4514 feet to a point in the East Half (EH) of the East Half (EH) of said Section 15; thence South 79° 43' West a distance of 867 feet to its point of exit in the West line of said East Half (EH) of East Half (EH) of Section 15, Township 28 South, Range 16 East.

Following completion of construction, the right of way shall revert to and become thirty feet in width, extending fifteen feet either side of the above described survey line.

The following described survey line shall apply to the Higgins Plant Lateral:

Entering the above described property at a point in the East line of the South Half (SH) of Section 12, said point lying five feet northerly along said East line from the Southeast corner of said Section 12 and running thence North 58° 41' West 35 feet to its point of intersection with the 14" main line.

This easement grant cancels and supersedes easement grant executed by Flora Heddin, a single woman, dated March 20, 1959, and recorded in the Official Records, Book 571, Page 227, Pinellas County, Florida.

RETURN TO:
FLORIDA GAS TRANSMISSION COMPANY
P. O. BOX 44 - Land Department
Winter Park, Florida

66 51683

OR 2407 PAGE 171

HIGGINS LATERAL LOOP
374-PINK-1X

R/W No.

EASEMENT GRANT

FOR AND IN CONSIDERATION of the sum of FIVE DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS (\$ 5.00) DOLLARS, in hand paid, receipt and sufficiency of which is hereby acknowledged, I or we, ELIOT JANEWAY,

Trustee, and individually, and joined by ELIZABETH JANEWAY, his wife hereinafter referred to as "Grantor" (whether one or more), do hereby grant and convey unto Florida Gas Transmission Company, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee" the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline or pipelines and appurtenances, for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants they are the owners in fee simple,

situated in Pinellas County, State of Florida, to-wit:

A right of way and easement 30 feet in width in Section 12, Township 28 South, Range 16 East, Pinellas County, Florida traversing the E-1/4 of said Section 12, said right of way and easement extending 15 feet Easterly and 15 feet Westerly of the following described survey line:

Commencing at a point in the South line of said Section 12, said point being 878 feet Westerly along said section line from a concrete monument marking the Southeast corner thereof; thence North 44° 43' 29" East a distance of 8.80 feet; thence North 0° 16' 31" West a distance of 27 feet to its point of terminus at the centerline of Florida Gas Transmission Company's existing 12-3/4" O.D. natural gas pipeline.

ALSO: Florida Gas Transmission Company shall have the temporary use for initial construction purposes only of additional lands 20 feet in width adjoining the above described permanent easement on the Westerly side thereof.

Should more than one pipeline be constructed under this grant, at any time, an additional consideration, equal to the sum of \$ 1.00 per lineal rod, shall be paid for each line so laid after the first line.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures, nor to plant trees or shrubs of a woody nature on the herein granted right of way that will interfere with the normal operation and maintenance of the said line or lines.

Grantee shall dispose of trees and timber not needed for construction of the pipeline by cutting tree trunks and larger limbs in lengths of no less than 8 feet, and shall stack same along the edge of the right of way, and all brush, trimmings, and stumps removed from the ditch line shall be burned or disposed of in a manner acceptable to Grantor.

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences or other improvements on said premises that may arise from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

And payment due hereunder may be made direct to the said Grantor or any one of them.

It is hereby understood and agreed that the herein granted rights are subordinate to those granted Florida Power Corporation December 19, 1964, recorded in OR 2115, Page 335, affecting lands in Section 12, Township 28 South, Range 16 East, Pinellas County, Florida.

All of the rights of the Grantee hereunder may be assigned to a Trustee or Trustees under a deed and mortgage as security for indebtedness of the Grantee and such rights may be further assigned in connection with the enforcement of any such deed of trust and mortgage; the obligations hereunder of Grantee may be performed by such Trustee or Trustees or any further assigner without releasing Grantee therefrom but neither such assignment, the acceptance thereof nor any performance hereunder by such Trustee or Trustees or further assignee shall obligate such Trustee or Trustees or assignee to perform such obligation.

It is understood that the person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter hereof not herein expressed.

Grantor represents that the above described land (is) (is not) rented for the period beginning _____, 19____ to _____, 19____ on (cash) (crop) basis to _____.

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

Executed this _____ day of _____, 19____.

Eliot Janeway, Trustee

Eliot Janeway, Individually, and joined by

Elizabeth Janeway, Wife

WITNESSES:

[Signature]
[Signature]

In consideration of \$1.00 in hand paid, the undersigned tenant in possession of the real estate described in the foregoing Easement Grant joins, to the extent of his interest, therein.

Dated this _____ day of _____ 19____

Tenant

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF New York

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 First Tenney and Elizabeth Tenney to me known to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged before me that they executed the same.

Witness my hand and official seal in the county and state last aforesaid this 9 day of June, 1966.

My commission expires:

March 3, 1967

NOTARY PUBLIC
JAMES P. FURBER
Notary Public, State of New York
No. 5081-130
Orange County
To expire March 30, 1967

46 51683
HIGGINS LATERAL LOOP

R/W No. 376-PINE-LX

EASEMENT GRANT

ELIOT JANEMAY, Trustee, and Individually,

and joined by

ELIZABETH JANEMAY, his wife

to

✓ FLORIDA GAS TRANSMISSION COMPANY
Orlando & Orange Counties

P.O. Box 44
Whit. Park, Ok. 30790

RECEIVED

JUN 14 1966

Florida Gas Transmission Co.
LAND DEPT.

PINELLAS
COUNTY

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
JUN 27 1966
030

RETURN TO:
FLORIDA GAS TRANSMISSION COMPANY
P. O. BOX 44 - Land Department
Winter Park, Florida

66-51653
66-82775

OR 2407-171
HIGGINS LATERAL LOG
374-PINE-12 O.R. 2472-480

EASEMENT GRANT

FOR AND IN CONSIDERATION of the sum of FIVE DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS (\$ 5.00) DOLLARS, in hand paid, receipt and sufficiency of which is hereby acknowledged, I or we, ELIOT JANEWAY,

Trustee, and individually, and joined by ELIZABETH JANEWAY, his wife hereinafter referred to as "Grantor" (whether one or more), do hereby grant and convey unto Florida Gas Transmission Company, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee" the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline or pipelines and appurtenances, for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants they are the owners in fee simple,

situated in Pinellas County, State of Florida, to-wit:

A right of way and easement 30 feet in width in Section 12, Township 28 South, Range 16 East, Pinellas County, Florida traversing the E-1/4 of said Section 12, said right of way and easement extending 15 feet Westerly and 15 feet Westerly of the following described survey line:

Commencing at a point in the South line of said Section 12, said point being 878 feet Westerly along said section line from a concrete monument marking the Southeast corner thereof; thence North 44° 43' 29" East a distance of 8.80 feet; thence North 0° 16' 31" West a distance of 27 feet to its point of terminus at the centerline of Florida Gas Transmission Company's existing 12-3/4" O.D. natural gas pipeline.

ALSO: Florida Gas Transmission Company shall have the temporary use for initial construction purposes only of additional lands 20 feet in width adjoining the above described permanent easement on the Westerly side thereof.

Should more than one pipeline be constructed under this grant, at any time, an additional consideration, equal to the sum of \$ 1.00 per lineal rod, shall be paid for each line so laid after the first line.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantee agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures, nor to plant trees or shrubs of a woody nature on the herein granted right of way that will interfere with the normal operation and maintenance of the said line or lines.

Grantee shall dispose of trees and timber not needed for construction of the pipeline by cutting tree trunks and larger limbs in lengths of no less than 8 feet, and shall stack same along the edge of the right of way, and all brush, trimmings, and stumps removed from the ditch line shall be burned or disposed of in a manner acceptable to Grantor.

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences or other improvements on said premises that may arise from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

And payment due hereunder may be made direct to the said Grantor or any one of them.

It is hereby understood and agreed that the herein granted rights are subordinate to those granted Florida Power Corporation December 10, 1964, recorded in OR 2115, Page 335, affecting lands in Section 12, Township 28 South, Range 16 East, Pinellas County, Florida.

All of the rights of the Grantee hereunder may be assigned to a Trustee or Trustees under a deed and mortgage as security for indebtedness of the Grantee and such rights may be further assigned in connection with the enforcement of any such deed of trust and mortgages; the obligations hereunder of Grantee may be performed by such Trustee or Trustees or any further assignee without releasing Grantee therefrom but neither such assignment, the acceptance thereof nor any performance hereunder by such Trustee or Trustees or further assignee shall obligate such Trustee or Trustees or assignee to perform such obligation.

It is understood that the person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter hereof not herein expressed.

Grantor represents that the above described land (is) (is not) rented for the period beginning _____, 19____ to _____, 19____ on (cash) (crop) basis to _____.

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

Executed this _____ day of _____, 1966.

WITNESSES:

[Signature]
[Signature]

[Signature] Trustee
[Signature] Trustee
Eliot Janeway, individually, and joined by
Elizabeth Janeway, wife
[Signature]

RECORDED
PINELLAS CO. FLORIDA
HAROLD MULLENBORG, CLERK

OCT 12 10 50 AM '66

RECORDED
PINELLAS CO. FLORIDA
HAROLD MULLENBORG, CLERK

In consideration of \$1.00 in hand paid, the undersigned tenant in possession of the real estate described in the foregoing Easement Grant joins, to the extent of his interest, therein.

Dated this _____ day of _____, 19____

Tenant

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF New York 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 Eliot Janeway and Elizabeth Janeway his wife, to me known to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged before me that they executed the same.

Witness my hand and official seal in the county and state last aforesaid this 5 day of June, 1966.

My commission expires:

March 15, 1967

[Signature]
Notary Public
State of New York
J. J. Janeway
Q. J. Janeway
Term Expires March 30, 1967

HIGGINS LATERAL LOOP

R/W No. 376-PINE-1X

EASEMENT GRANT

ELIOT JANEWAY, TRUSTEE, and Individually,

and joined by

ELIZABETH JANEWAY, his wife

to

✓ FLORIDA GAS TRANSMISSION COMPANY
Orlando 454 214 1111
P.O. Box 44
Orlando, Fla. 32820

RECEIVED

JUN 14 1966

Florida Gas Transmission Co.
LAND DEPT.

FILED
COUNTY

STATE OF FLORIDA
RECORDING DEPARTMENT
JUN 14 1966
030

OK Cash/Chg
46 31.00
41
42
43 Inl
Tot 31.00

78157748
REC 3414 844

6/28/78 TAS PRE-2-78 ORIGINAL

RIGHT-OF-WAY EASEMENT AGREEMENT

O.R. 4758 PAGE 106

4758
106

best
available

THIS EASEMENT AGREEMENT, Made this 3rd day of July, 1978, between FLORIDA POWER CORPORATION, a Florida corporation, Party of the First Part ("GRANTOR" herein), and TAMPA ELECTRIC COMPANY, a Florida corporation, Party of the Second Part ("GRANTEE" herein);

WITNESSETH, That, for and in consideration of the sum of \$1.00 and other good and valuable considerations in hand paid by GRANTEE to GRANTOR, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby grant to GRANTEE an easement to install, operate and maintain a 13,200-volt serial electric distribution power line supported by single wood poles (hereinafter collectively referred to as "FACILITIES") located along and within GRANTOR'S Right-of-Way lands in the County of Pinellas and State of Florida and generally described and located as shown on attached Exhibits A, B, C and D.

GRANTEE shall have the right to patrol, inspect, repair, and/or remove its FACILITIES, together with all rights and privileges reasonably necessary or convenient for the enjoyment of said easement for the purposes herein described. GRANTEE shall also have the right to trim, cut and keep clear trees, limbs and undergrowth on GRANTOR'S premises that may endanger the proper operation of said FACILITIES. GRANTOR further grants the reasonable right for GRANTEE to enter GRANTOR'S premises adjoining the Easement Area for the purpose of exercising the rights herein granted.

GRANTOR reserves the continued right to use said Easement Area for any purpose which will not unreasonably interfere with the safe and proper construction, installation, operation, maintenance, repair or removal of said FACILITIES of GRANTEE.

GRANTEE agrees that if GRANTOR'S future development of its Right-of-Way 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 Right-of-Way. Upon completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation.

GRANTEE agrees that all operations and equipment used within FPC's Right-of-Way shall at all times be in strict compliance with the applicable rules and regulations of the National Electrical Safety Code and of the Occupational Safety and Health Act of 1971 (OSHA).

That upon GRANTEE'S breach of any covenant or condition contained herein, this Easement Agreement after written notification by GRANTOR to GRANTEE of such breach, and upon failure of GRANTEE to remedy or remove such breach within a period of five (5) working days after receipt of such written notification, shall cease and terminate and shall become null and void and the privilege and easement herein granted shall thereupon immediately revert to the GRANTOR in absolute.

That in the event there should subsequently develop a conflict of GRANTOR'S existing railroad spur track or with GRANTEE'S FACILITIES within the Easement Area, such conflict shall be resolved by GRANTEE rearranging or otherwise adjusting its operation, with the further understanding that the alternatives to resolve such conflict shall be at the option and at the sole expense of GRANTEE.

GRANTOR covenants that it has the right to convey the said easement and that the GRANTEE shall have quiet and peaceful possession, use and enjoyment of said easement.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed and attested the day and year first above written.

Signed, sealed and delivered in the presence of:

Arthur M. Mann

R. E. Winner

FLORIDA POWER CORPORATION

By Harold B. Spake
Asst. Vice President

Attest: Doty M. Phelan
Asst. Secretary

RETURN TO: TAMPA ELECTRIC COMPANY
P O BOX 771
INSURANCE & PROPERTY TAX DEPT.

Also duplicate provided by FRANK M. JOHNSON (TAMPA, FLA. 33601)
P. O. Box 14942, Ft. Petersburg, Fla. 33732

Oct 4 3 26 PM '78

ORIGINAL

REC 3414 PC 845

O.R. 4758-PLGE 107

Signed, sealed and delivered
in the presence of:

H. Thomas Goodhart
Karen J. Thiel

TAMPA ELECTRIC COMPANY

By

Attest:

[Signature] President
[Signature] Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS) ss.

I HEREBY CERTIFY That on this 3rd day of July, 1978,
before me personally appeared NED B. SPAKE and BETTY M. CLAYTON,
respectively Assistant Vice President and Assistant Secretary of FLORIDA
POWER CORPORATION, a Florida corporation, to me known to be the persons described
in and who executed the foregoing instrument and severally acknowledged the execution
thereof to be their free act and deed as such officers, for the uses and purposes
mentioned; and that they affixed thereto the official seal of said corporation, and
the said instrument is the act and deed of said corporation.

(Notarial Seal)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires JULY 23, 1978

R. E. Wisner
Notary Public

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH) ss.

I HEREBY CERTIFY That on this 10th day of July, 1978,
before me personally appeared E. G. Simmons and J. E. Sproull,
respectively VICE President and Secretary of TAMPA
ELECTRIC COMPANY, a Florida corporation, to me known to be the persons described
in and who executed the foregoing instrument and severally acknowledged the execution
thereof to be their free act and deed as such officers, for the uses and purposes
mentioned; and that they affixed thereto the official seal of said corporation, and
the said instrument is the act and deed of said corporation.

(Notarial Seal)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 12, 1981

H. Thomas Goodhart
Notary Public

SEP 6 1 59 PM '78
CLERK OF COURT
HILLSBOROUGH COUNTY, FLA.

RECEIVED

445957

COMPLETE PAGE AT END OF ROLL

SECTION "B-B" (1-50)

RAIL ROAD TO

DATE: 10-1-50	FROM: 100' 0" TO 100' 0" 1/2	H-
TIME: 10:00 AM	REASON: 1. 10' 0" 1/2	N.O.
TIME: 10:00 AM	DOUBLE BRANCH - ELASTIC	W. 10' 0" 1/2
TIME: 10:00 AM	TO EAST LANE HOODLAND	

EXHIBIT A

O.R. 4758 PAGE 110

COMPLETE PAGE AT END OF ROLL

TION

CLARENCE

W R/W

PROPOSED TECO CROSSING
UNDER F.P.C. HIGGINS-TARPON
SPRINGS EAST 110KV
TOWER LINE

Q-

W.O.

441 2 of 1

EXHIBIT C

COMPLETE PAGE AT END OF ROLL

117.100'

40' TACO TOLLS
& DEEP

ALS 117.40'

PROPOSED TACO CROSSING
UNDER F.P.C. CURLEW-
TACO & CURLEW-CRYSTAL
RIVER TRANSMISSION LINES

Q-

6279/2156

2150

SEC. 10912-25-16
WSA

RE-40-85 2/13/86 JLR

O.R. 6279 Page 2156

CLERK OF THE CIRCUIT COURT
PINELLAS COUNTY, FLORIDA

ORIGINAL

86168636

JUL 28 4 15 PM '86

EASEMENT AGREEMENT

19 14821127 72	1.	20 JUL 86
90		81.00
91		0.50
TOTAL		21.50 CHK

THIS EASEMENT AGREEMENT, Made this 5th day of March, 1986, between FLORIDA POWER CORPORATION, a corporation of the State of Florida, whose mailing address is P.O. Box 14042, St. Petersburg, Florida 33733, Party of the First Part, GRANTOR herein, and Tampa Electric Company, P.O. Box 111, Tampa, Florida 33601, a corporation of the State of Florida, Party of the Second Part, GRANTEE herein;

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid by the GRANTEE, the receipt of which is hereby acknowledged, and in consideration of the conditions and covenants herein contained, does hereby grant unto GRANTEE an easement and right-of-way for the sole purpose of overhead and underground distribution (sometimes hereinafter collectively referred to as "improvements") within the following described Easement Area in the County of Pinellas and State of Florida, to wit:

A 20-foot wide Easement Area lying within a certain segment of GRANTOR's fee owned 467.5 foot wide transmission corridor traversing an east/west course through the SEK and 15 x 75' guy strip in the SEK of Section 10, Township 28S, Range 16E and triangular shape area and 2 guy strips in SEK (Lake Tarpon Substation Site) in Section 12, Township 28S, Range 16E, said Easement Areas more particularly depicted on sketch attached hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof.

GRANTEE shall have the right to inspect, repair and/or replace said improvements, together with all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes herein described, subject, however, to the following terms and conditions to which GRANTEE expressly agrees:

1. That GRANTEE shall notify Joseph G. Brown, Jr., GRANTOR's Transmission Rights-of-Way Inspector (telephone 813/866-5109; St. Petersburg) at least 48 hours before commencing initial construction activities within the Easement Area so that, if desirable, GRANTOR can have a representative present to observe the activities.

2. That GRANTOR expressly reserves unto itself, its successors, lessees and assigns, the continued right to occupy and utilize the said Easement Area in any manner not inconsistent with GRANTEE's facilities.

3. Any costs, attorney's fees or expenses incurred by GRANTOR in construing or enforcing this Easement Agreement shall be borne by the GRANTEE.

4. That in the event GRANTEE should remove or abandon said improvements, then the rights and privileges herein shall cease and terminate and the Easement Area shall revert to GRANTOR in its entirety.

5. That GRANTEE's operations, activities and equipment used within the Easement Area beneath or in proximity to any of GRANTOR's electric facilities shall, at all times, be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC) and the Occupational Safety and Health Act of 1971 (OSHA). GRANTEE is further notified and hereby agrees to so notify any of GRANTEE's employees, agents, contractors, representatives or other persons engaging in GRANTEE's activities upon said Easement Area with GRANTEE's knowledge and under GRANTEE's supervision or control, that extreme caution is necessary around all of GRANTOR's electrical facilities, supporting structures, anchor guys or related appurtenances, and in the event of any damages or injuries, GRANTEE shall immediately report the nature and extent thereof to GRANTOR's Real Estate Department, telephone 813/866-4212.

6. That GRANTOR's consent to GRANTEE's use of the Easement Area is limited. Such conditional and restricted consent creates privileges in the GRANTEE to use the Easement Area only insofar as compliance with the conditions herein is continued.

41 Cash 11 Chg
40 Rec 21.50
41 DS 50
43 Int

Tot 31.50

Documentary Tax Pd. \$ 40.00
5.00 Intangible Tax Pd.
Karl J. S. Clerk, Pinellas County
By [Signature] Deputy Clerk

Return to:
Tampa Electric Company
Land Management Dept.
P. O. Box 111
Tampa, Florida 33601

7. That plans for any other utilities such as street lights, overhead or underground utilities proposed for inclusion in the Easement Area must be submitted to GRANTOR for prior approval.

8. That GRANTOR shall not be liable for damage to GRANTEE's improvements howsoever resulting from the use or occupancy of the premises by GRANTOR. GRANTOR, however, shall not willfully cause undue damage to said improvements.

9. That GRANTEE, in and about the construction, operation, utilization and maintenance of said improvements within GRANTOR's premises, and GRANTEE's covenants, shall not therein interfere with the safe and efficient operation and maintenance of GRANTOR's facilities.

10. That nothing contained in this grant of easement or contemplated is intended to or shall increase GRANTOR's liability for personal injury or death or for any property damage, and it is hereby expressly understood and agreed by the GRANTEE (a) that GRANTOR does not assume any such additional liability, (b) that liability arising out of the use and occupancy of the Easement Area by GRANTEE, its employees, agents, contractors or any representative, is hereby assumed by GRANTEE and shall be at the sole and exclusive risk of GRANTEE, (c) that GRANTEE shall answer and satisfy to GRANTOR's satisfaction any and all complaints, (d) that GRANTEE shall protect, defend, hold harmless and indemnify GRANTOR from and against any and all actions, claims, damages and/or loss, including costs and attorney's fees, occasioned by or growing out of any actual or claimed usage or condition of the Easement Area arising in any manner whatsoever, directly or indirectly by reason of this grant of easement to GRANTEE for the use and occupancy of GRANTOR's premises by GRANTEE, its employees, agents, contractors or any representative, and (e) that GRANTEE covenants not to interfere with GRANTOR's facilities in any manner whatsoever and shall fully indemnify GRANTOR from any and all losses as in Section 10(d) above resulting from such interference.

11. That upon GRANTEE's breach of any condition contained herein, this Easement Agreement after written notification by GRANTOR to GRANTEE of such breach, and upon failure of GRANTEE to remedy or remove such breach within a period of 5 working days after receipt of such written notification, shall become null and void and all grants and rights contained herein shall thereupon immediately terminate and revert to the GRANTOR in absolute, it being expressly understood and agreed that the GRANTEE shall be liable for any and all losses as mentioned in Paragraph 10 above occurring up to the effective date of such termination. GRANTEE further covenants to reimburse GRANTOR for any monies expended before or after termination by GRANTOR to return the Easement Area to its original condition.

12. That this Agreement is personal to GRANTEE and shall not be assigned or transferred in whole or in part without the express written consent of GRANTOR.

13. That the validity of this Agreement is contingent upon GRANTEE first obtaining proper zoning, authority, approval and/or permit from the appropriate governmental body or public agency having jurisdiction over such utilization at this location. If such zoning, authority, approval, and/or permit is not secured, this Agreement will be considered null and void.

14. That upon completion of operations, GRANTEE shall notify GRANTOR's Inspector of Transmission Rights-of-Way heretofore mentioned in above Paragraph 1 for inspection of the Easement Area.

15. That the validity of this Agreement is contingent upon its being properly executed on behalf of GRANTEE to signify GRANTEE's acceptance of agreement to abide by the terms and conditions. Failure to sign this Agreement and return the marked copy to GRANTOR within 30 days from the date of agreement shall automatically render the Agreement null and void.

16. The entire disturbed area within the Easement Area including GRANTOR's patrol road shall be restored to a condition at least as good as that which existed prior to construction.

17. That a free easily passable twenty foot (20') wide accessway be retained along the length of the Easement Area and to all transmission line structures for use by GRANTOR for emergency access and for normal maintenance and patrol purposes.

18. That all excavations for GRANTEE's utilization be a minimum of twenty-five feet (25') from the nearest edge of GRANTOR's transmission structures or guying, except at HTW-26 where underground is 8.5'.

19. That no parking or storage occur under or near GRANTOR's facilities.

20. That GRANTEE shall not use a dragline or cable type crane within GRANTOR's right-of-way easement strip.

21. That no refueling operations take place within GRANTOR's Easement Area.

22. That any and all underground distribution cables be buried a minimum of 42" within GRANTOR's right-of-way have sufficient earth cover to prevent breakage due to the operation of GRANTOR's vehicles and heavy equipment within the Easement Area.

23. That no below ground grade drainage or facilities be installed without GRANTOR's review and written approval.

24. That provision in NESC be adhered to regarding distances between ground and conductors. Ground elevation must not be increased more than two feet (2').

25. That GRANTEE agrees to install permanent markers showing the location of the underground facilities within the Easement Area. Said markers shall be GRANTEE's responsibility at all times.

26. That GRANTEE shall not install cathodic protective devices without first notifying GRANTOR's Corrosion and Grounding Engineer, Edward R. Beeman at 813/866-5727, St. Petersburg.

27. That GRANTEE be responsible for clean up of any and all spills that may occur within GRANTOR's right-of-way strip. Such spills must be reported to GRANTOR's immediately.

IN WITNESS WHEREOF, the aforesaid Parties have caused these presents to be signed in their respective names by their proper officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

James A. Wallace

Robert W. DeBorja

Signed, sealed and delivered
in the presence of:

Jimmy Collins
James H. Eckhardt

FLORIDA POWER CORPORATION
(as GRANTOR)

By J. Moore
Vice President

Attest:

William P. Kirtright
Assistant Secretary

TAMPA ELECTRIC COMPANY
(as GRANTEE)

By Sam S. Campbell
Vice President

Attest:

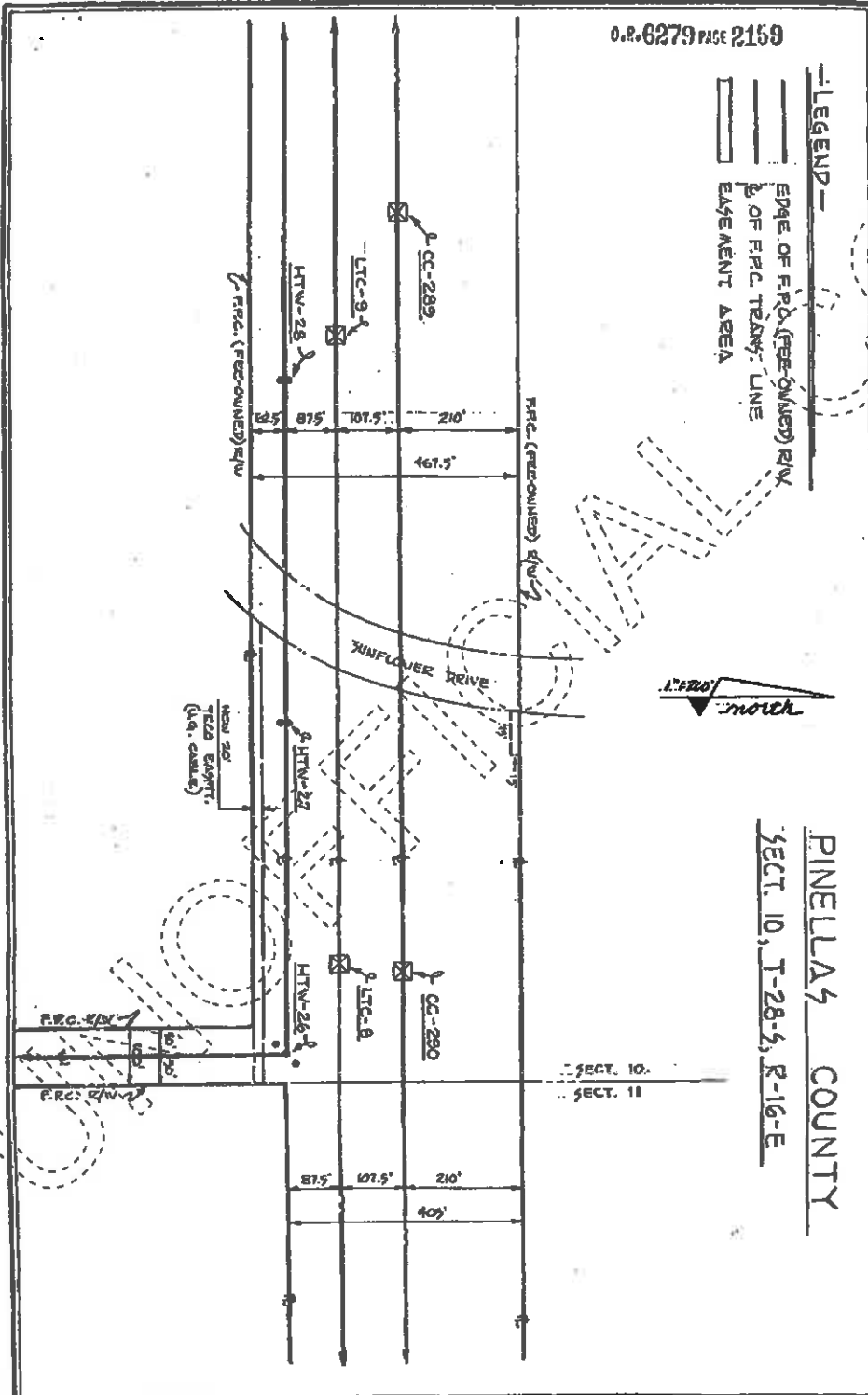
Secretary
Secretary



THIS INSTRUMENT WAS PREPARED BY
JERRY C. COLLINS
TAMPA ELECTRIC COMPANY
P. O. BOX 111
TAMPA, FLORIDA 33601-0111

LEGEND

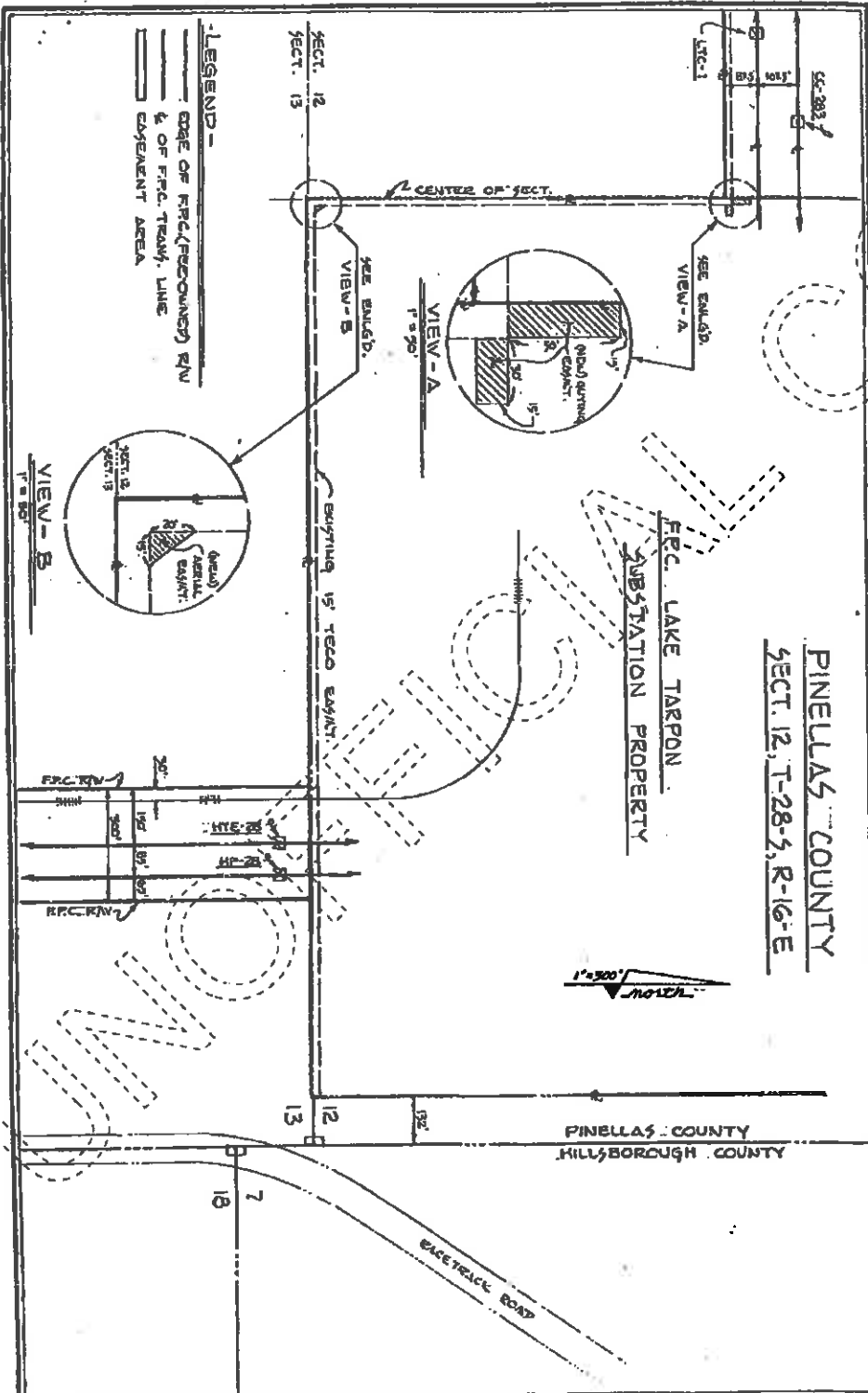
- EDGE OF F.P.C. (PREVIOUS) R/W
- OF F.P.C. TRAIL LINE
- EASEMENT AREA



PINELLAS COUNTY

SECT. 10, T-28-3, R-16-E

Florida Power Corp.	TAAPA ELECTRIC CO. (RE-40-85)	2-24-86	RE-8211
Real Estate Dept.	EASEMENT STRIP	Drawn by: M. ANDERSON	



Florida Power Corp.	TAMPA ELECTRIC CO. (RE-40-89)	2-25-26	RE-822 L
Real Estate Dept.	EASEMENT AREA	Drawn by: A. ANDERSON	

I HEREBY CERTIFY THAT THIS IS
 A TRUE AND CORRECT COPY OF
 88096045 ORIGINAL
 TS-149 10/29/85 LB
 OR 6729PG2383
 OF THE PUBLIC RECORDS OF OLD SMAR
 RIGHT-OF-WAY UTILIZATION AGREEMENT
 THIS AGREEMENT, Made and entered into this 21st day of
 CIVILIAN, 1986 by and between FLORIDA POWER CORPORATION
 a corporation of the State of Florida, Party of the First Part ("FPC"
 herein), and City of Oldsmar
 101 State Street
 Oldsmar, Florida 33557
 11 CHG 100275
 40 Rec 37.50
 4F Fee
 39 MTF
 48 Plg
 47 P/C
 Total 37.50
 Party of the Second Part ("APPLICANT" herein);
 WITNESSETH

WHEREAS, FPC is the owner, possessor and user of three
 right-of-way easements recorded in D. B. 1294 at Page 365, O. R.
 3608 at Page 501 as Clerk's Instrument No. 71093612, and O. R. 5182
 at Page 674 as Clerk's Instrument No. 81065098 of the public records
 of Pinellas County, Florida, said easements giving FPC the right,
 by appropriate legal means, to restrict any occupancy or utilization
 of the established right-of-way easement strip which would be or
 could become inconsistent with the safe and efficient operation and
 maintenance of FPC's existing and future high voltage electric trans-
 mission lines and related facilities located thereon; and

WHEREAS, APPLICANT now has or will have some right, title
 or interest in the lands encumbered by the aforementioned right-of-way
 easement and desires to occupy and utilize a portion of said lands
 limited to purposes as shown on sketch attached as Exhibit "A" and
 as indicated in Specific Requirements attached as Exhibit "B"
 (sometimes referred to as "APPLICANT'S utilization"), and involving
 said right-of-way easement strip in only such manner as will insure
 the continued safe and efficient operation and maintenance of FPC's
 existing and future high voltage electric transmission lines and
 related facilities located thereon.

NOW, THEREFORE, for and in consideration of the benefits
 herein provided and the terms and conditions set forth below, the
 Parties hereto mutually agree as follows:

1. That FPC shall interpose no objection to APPLICANT'S
 utilization of the designated portion of the aforementioned lands on
 the basis of any other rights or restrictions pursuant to FPC's
 easement for so long as APPLICANT'S utilization strictly complies
 with and conforms to the locations and conditions specified on
 Exhibit "A" and Exhibit "B" attached hereto and by this reference
 incorporated herein and made a part hereof.
2. That APPLICANT'S utilization of FPC's right-of-way
 easement strip, and APPLICANT so covenants, shall at all times comply
 with and conform to said locations and conditions specified on said
 Exhibits "A" and "B".
3. That compliance with said locations and conditions
 specified on said Exhibits "A" and "B" is necessary and essential
 to render APPLICANT'S utilization of FPC's right-of-way easement
 strip consistent with the safe and efficient operation and maintenance
 of the existing and future high voltage electric transmission lines
 located thereon, and, therefore, APPLICANT'S failure to comply with
 any of said locations and conditions shall constitute an infringement
 upon the rights and restrictions secured to FPC pursuant to the said
 easement.
4. That FPC's Transmission Rights-of-Way Inspector, (i.e.,
 Mr. Joseph G. Brown, Jr. or his designated alternate, telephone
 (813) 866-5109, St. Petersburg) shall be notified by APPLICANT at
 least 48 hours prior to APPLICANT'S commencing initial activities
 within FPC's right-of-way easement strip.
5. That APPLICANT shall obtain a legally sufficient
 easement or license from the present owner(s) of the fee simple title
 to the lands underlying FPC's right-of-way easement strip signifying

RETURN TO:
 City of Oldsmar
 101 State Street
 Oldsmar 33557

OR6729PG2384

with applicable provisions of the National Electrical Safety Code (NESC) and the Occupational Safety and Health Act of 1971 (OSHA). GRANTEE is further notified and hereby agrees to so notify any of GRANTEE's employees, agents, contractors, representatives or other persons engaging in GRANTEE's activities upon said Easement Area with GRANTEE's knowledge and under GRANTEE's supervision or control, that extreme caution is necessary around all of GRANTOR's electrical facilities, supporting structures, anchor guys or related appurtenances, and in the event of any damages or injuries, GRANTEE shall immediately report the nature and extent thereof to GRANTOR's Tarpon Springs district office, telephone 813 / 443 - 2661, Tarpon Springs, FL.

6. That GRANTOR's consent to GRANTEE's use of the Easement Area is limited. Such conditional and restricted consent creates privileges in the GRANTEE to use the Easement Area only insofar as compliance with the conditions herein is continued.

7. That plans for any other utilities such as street lights, overhead or underground utilities proposed for inclusion in the Easement Area must be submitted to GRANTOR for prior approval.

8. That GRANTOR shall not be liable for damage to GRANTEE's improvements howsoever resulting from the use or occupancy of the premises by GRANTOR. GRANTOR, however, shall not willfully cause undue damage to said improvements.

9. That GRANTEE, in and about the construction, operation, utilization and maintenance of said improvements within GRANTOR's premises, and GRANTEE so covenants, shall not therein interfere with the safe and efficient operation and maintenance of GRANTOR's facilities.

10. That nothing contained in this grant of easement or contemplated is intended to or shall increase GRANTOR's liability for personal injury or death or for any property damage, and it is hereby expressly understood and agreed by the GRANTEE (a) that GRANTOR does not assume any such additional liability, (b) that liability arising out of the use and occupancy of the Easement Area by GRANTEE, its employees, agents, contractors or any representative, is hereby assumed by GRANTEE and shall be at the sole and exclusive risk of GRANTEE, (c) that GRANTEE shall answer and satisfy to GRANTOR's satisfaction any and all complaints, (d) that GRANTEE shall protect, defend, hold harmless and indemnify GRANTOR from and against any and all actions, claims, damages and/or loss, including costs and attorney's fees, occasioned by or growing out of any actual or claimed usage or condition of the Easement Area arising in any manner whatsoever, directly or indirectly by reason of this grant of easement to GRANTEE for the use and occupancy of GRANTOR's premises by GRANTEE, its employees, agents, contractors or any representative, and (e) that GRANTEE covenants not to interfere with GRANTOR's facilities in any manner whatsoever and shall fully indemnify GRANTOR from any and all losses as in Section "(d)" above resulting from such interference.

11. That upon GRANTEE's breach of any condition contained herein, this Easement Agreement after written notification by GRANTOR to GRANTEE of such breach, and upon failure of GRANTEE to remedy or remove such breach within a period of 15 working days after receipt of such written notification, shall become null and void and all grants and rights contained herein shall thereupon immediately terminate and revert to the GRANTOR in absolute, it being expressly understood and agreed that the GRANTEE shall be liable for any and all losses as mentioned in Paragraph 10 above occurring up to the effective date of such termination. GRANTEE further covenants to reimburse GRANTOR for any monies expended before or after termination by GRANTOR to return the Easement Area to its original condition.

12. That this Agreement is personal to GRANTEE and shall not be assigned or transferred in whole or in part without the express written consent of GRANTOR.

OR 6729PG 2385

13. That the validity of this Agreement is contingent upon GRANTEE first obtaining proper zoning, authority, approval and/or permit from the appropriate governmental body or public agency having jurisdiction over such utilization at this location. If such zoning, authority, approval, and/or permit is not secured, this Agreement will be considered null and void.

14. That upon completion of operations, GRANTEE shall notify GRANTOR's Inspector of Transmission Rights-of-Way heretofore mentioned in above Paragraph 1 for inspection of the Easement Area.

15. That the validity of this Agreement is contingent upon its being properly executed on behalf of GRANTEE to signify GRANTEE's acceptance of agreement to abide by the terms and conditions. Failure to sign this Agreement and return the marked copy to GRANTOR within 60 days from the date of agreement shall automatically render the Agreement null and void.

16. That GRANTEE furnish GRANTOR with a set of as built drawings within 30 days of final construction.

17. The entire disturbed area within GRANTOR's lands including GRANTOR's patrol road shall be restored to a condition at least as good as that which existed prior to construction.

18. That all excavations for GRANTEE's utilization be a minimum of fifteen feet (15') from the nearest edge of GRANTOR's transmission structures or guying.

19. That no parking or storage occur under or near GRANTOR's facilities.

20. That GRANTEE shall not use a dragline or cable type crane within GRANTOR's lands.

21. That any and all piping, culverts and cables located within GRANTOR's lands have sufficient earth cover to prevent breakage due to the operation of GRANTOR's vehicles and heavy equipment within these lands.

22. That GRANTEE agrees to install permanent markers showing the location of the underground facilities within GRANTOR's lands. Said markers shall be GRANTEE's responsibility at all times.

23. That GRANTEE shall not install cathodic protective devices without first notifying GRANTOR's Corrosion and Grounding Engineer, Edward R. Beeman at 813/866-5727, St. Petersburg.

24. That GRANTEE be responsible for clean up of any and all spills that may occur within GRANTOR's lands. Such spills must be reported to GRANTOR immediately.

IN WITNESS WHEREOF, the aforesaid Parties have caused these presents to be signed in their respective names by their proper officers thereunto duly authorized and their respective corporate

OR 6729PG 2386

seals to be hereunto affixed and attested, all as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Donna M. Wallace

Mary Beth Benjamin

FLORIDA POWER CORPORATION
(as GRANTOR)

By

John P. Moore

Vice President

Attest:

William P. Kortright

Assistant Secretary

Signed, sealed and delivered
in the presence of:

Louis C. Reynolds

Mary C. Reynolds

CITY OF OLDSMAR
(as GRANTEE)

By

James F. Williams

City Manager

By

James F. Williams

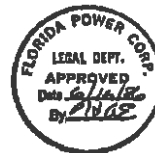
Mayor

Approved as to form and correctness:

[Signature]

Attest:

[Signature]



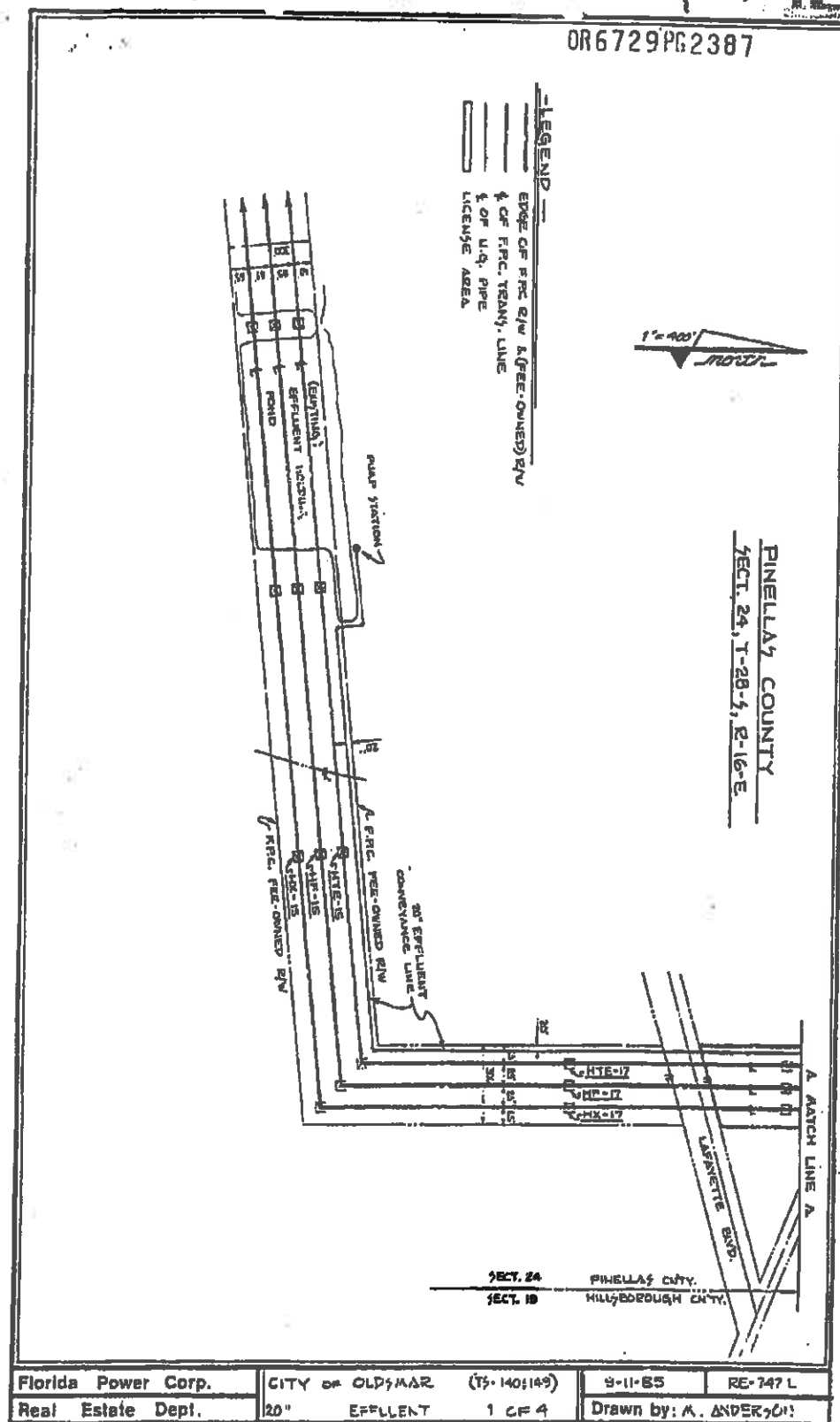


EXHIBIT "A"

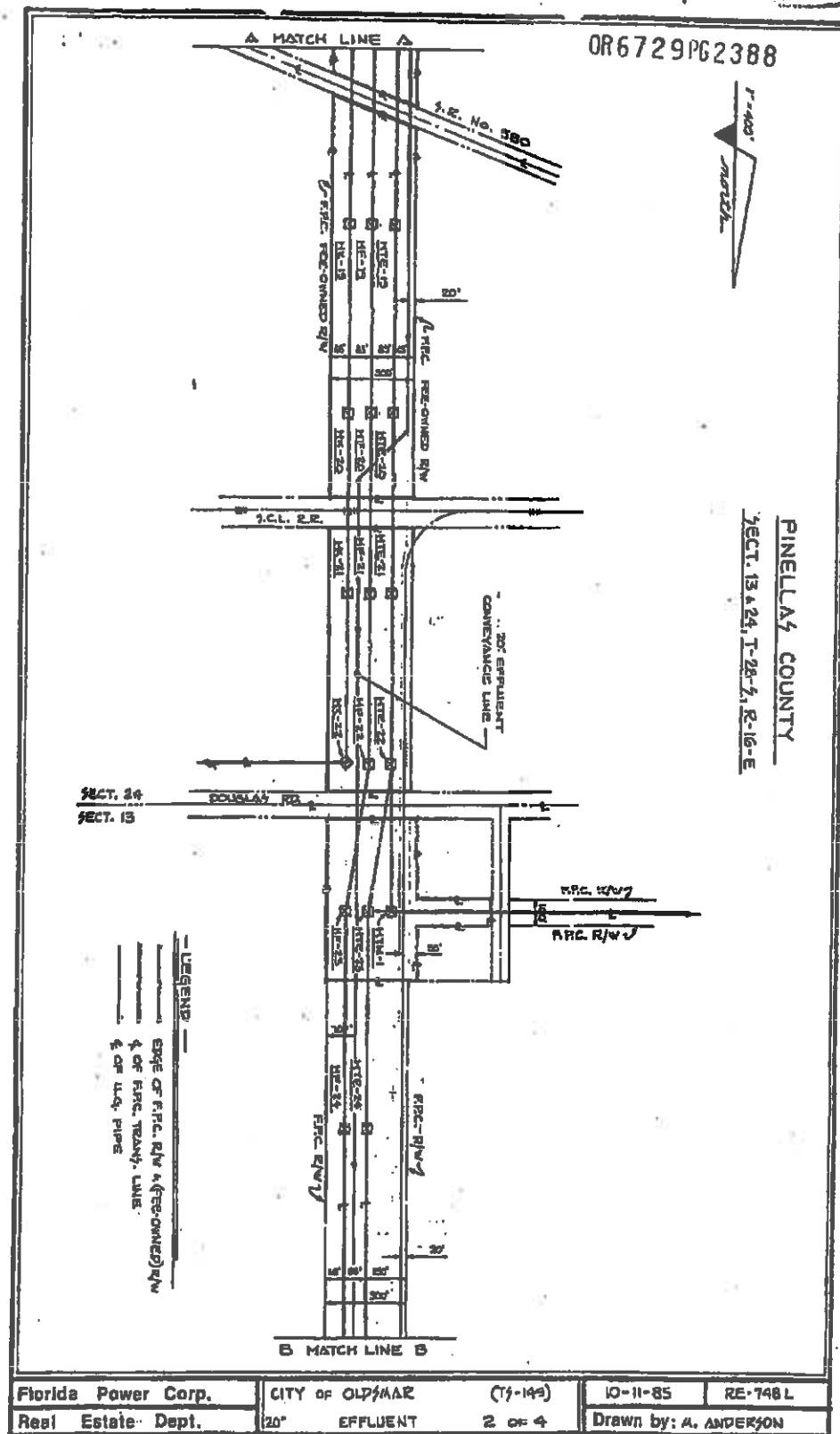


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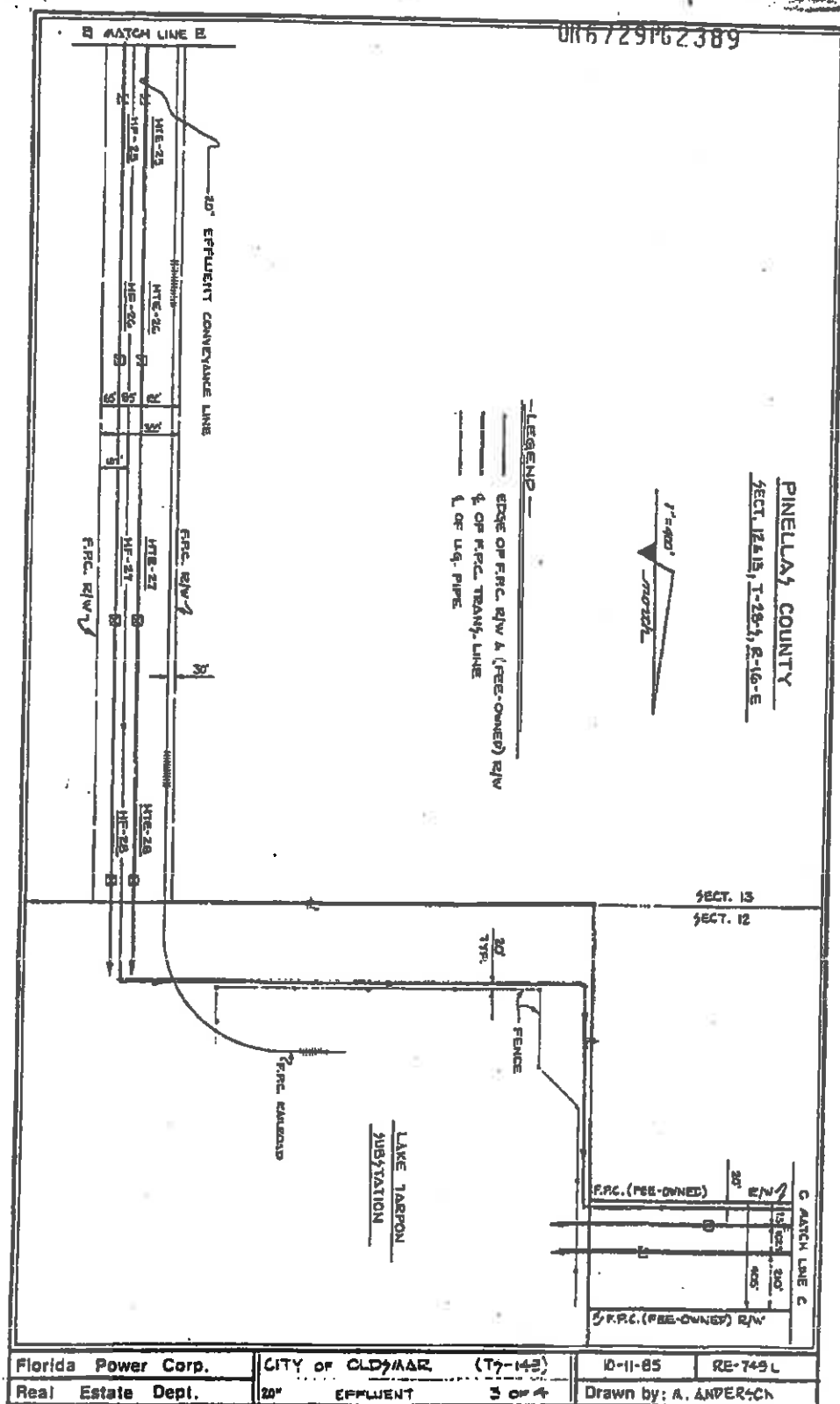


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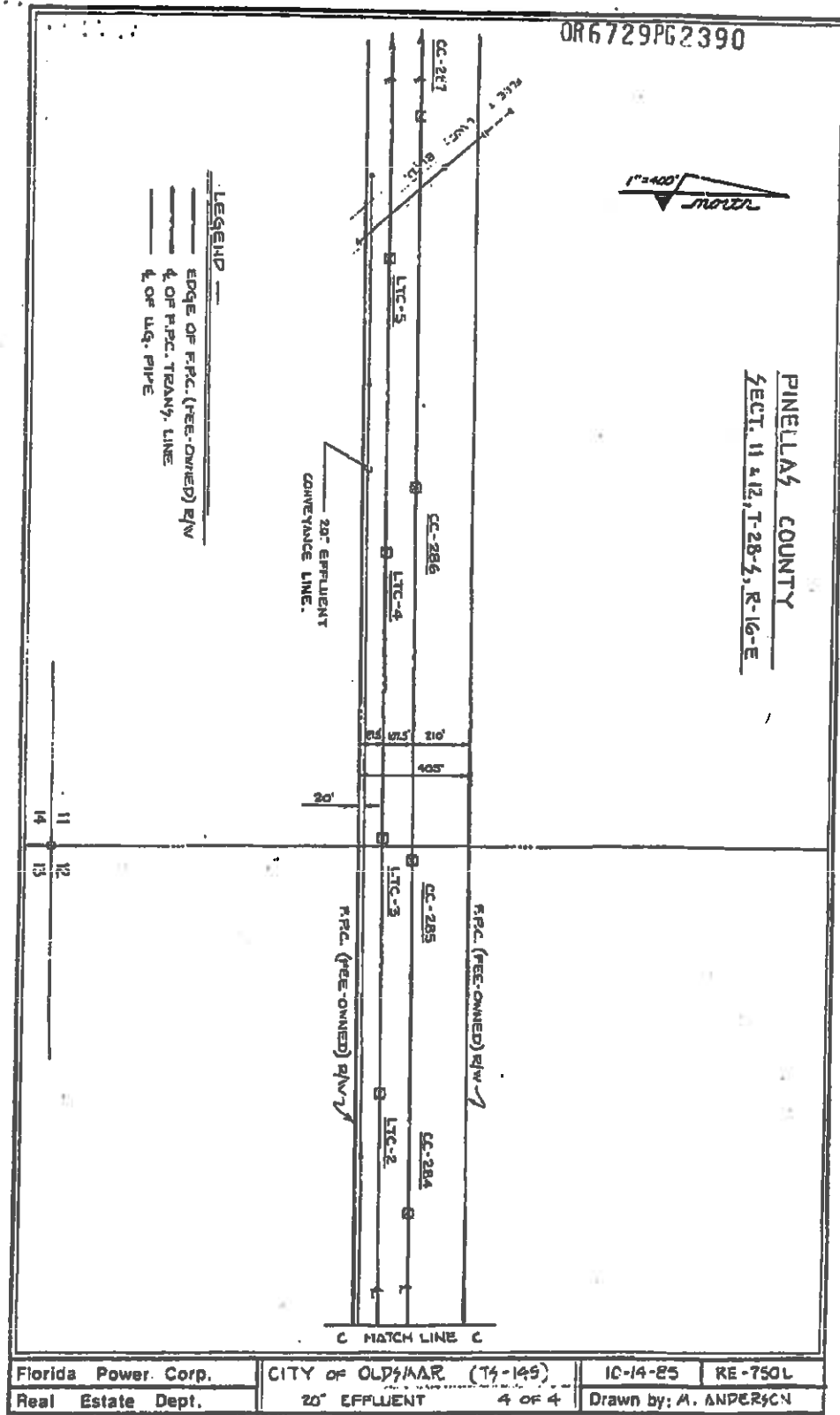


EXHIBIT "A"

'89105232

TS-180 5/20/87 LB:jlr

KARLEEN F. DE B. JONES
CLERK OF CIRCUIT COURT
PINELLAS COUNTY, FL

ORIGINAL

09 MAY -1 PM 4: 18

EASEMENT AGREEMENT

CR6989PG2030

THIS EASEMENT AGREEMENT, Made this 14th day of October, 1987, between FLORIDA POWER CORPORATION, a corporation of the State of Florida, whose mailing address is P.O. Box 14042, St. Petersburg, Florida 33733, Party of the First Part, GRANTOR herein, and PINELLAS COUNTY, a political subdivision of the State of Florida, 315 Court Street, Clearwater, Florida 34616, Party of the Second Part, GRANTEE herein;

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, in hand paid by the GRANTEE, the receipt of which is hereby acknowledged, and in consideration of the conditions and covenants herein contained, does hereby grant unto GRANTEE an easement and right-of-way for the sole purpose of access to County monitoring and production wells within the following described Easement Area in the County of Pinellas and State of Florida, to wit:

An access Easement within GRANTOR's fee owned transmission corridors through Sections 12,13,24,25, and 38, Township 27 South, Range 16 East and Sections 1 and 12, Township 28 South, Range 16 East, as shown on attached Exhibit "A" as R/W A and by this reference incorporated herein and made a part hereof.

GRANTEE shall have the right to inspect, repair and/or replace said improvements, together with all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes herein described, subject, however, to the following terms and conditions to which GRANTEE expressly agrees:

1. That GRANTEE shall notify Joseph G. Brown, Jr., GRANTOR's Transmission Rights-of-Way Inspector (telephone 813/868-5109, St. Petersburg) at least 48 hours before commencing initial construction activities within the Easement Area so that, if desirable GRANTOR can have a representative present to observe the activities.

2. That GRANTOR expressly reserves unto itself, its successors, lessees and assigns, the continued right to occupy and utilize the said Easement Area in any manner not inconsistent with GRANTEE's facilities.

3. That in the event GRANTEE should remove or abandon said improvements, then the rights and privileges herein shall cease and terminate and the Easement Area shall revert to GRANTOR in its entirety.

4. That GRANTEE's operations, activities and equipment used within the Easement Area beneath or in proximity to any of GRANTOR's electric facilities shall, at all times, be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC) and the Occupational Safety and Health Act of 1971 (OSHA). GRANTEE is further notified and hereby agrees to so notify any of GRANTEE's employees, contractors, representatives or other persons engaging in GRANTEE's activities upon said Easement Area with GRANTEE's knowledge and under GRANTEE's supervision or control, that extreme caution is necessary around all of GRANTOR's electrical facilities, supporting structures, anchor guys or related appurtenances, and in the event of any damages or injuries, GRANTEE shall immediately report the nature and extent thereof to GRANTOR's Tarpon Springs district office, telephone 813/443-2662, Tarpon Springs, Florida.

5. That GRANTOR's consent to GRANTEE's use of the Easement Area is limited. Such conditional and restricted consent creates privileges in the GRANTEE to use the Easement Area only insofar as compliance with the conditions herein is continued.

-1-

RETURN TO
BCC Records Department
Board of County Commissioners

DR6989PG2031

6. That plans for any other utilities such as street lights, overhead or underground utilities proposed for inclusion in the Easement Area must be submitted to GRANTOR for prior approval, which shall not be unreasonably withheld.

7. That GRANTOR shall not be liable for damage to GRANTEE's improvements howsoever resulting from the use or occupancy of the premises by GRANTOR. GRANTOR, however, shall not willfully cause undue damage to said improvements.

8. That GRANTEE, in and about the construction, operation, utilization and maintenance of said improvements within GRANTOR's premises, and GRANTEE so covenants, shall not therein interfere with the safe and efficient operation and maintenance of GRANTOR's facilities.

9. That nothing contained in this grant of easement or contemplated is intended to or shall increase GRANTOR's liability for personal injury or death or for any property damage, and it is hereby expressly understood and agreed by the GRANTEE (a) that GRANTOR does not assume any such additional liability, (b) that liability arising out of the use and occupancy of the Easement Area by GRANTEE, its employees, contractors, or any representative, is hereby assumed by GRANTEE to the extent permitted by Florida Law and shall be at the sole and exclusive risk of GRANTEE, (c) that GRANTEE shall to the extent permitted by State law, protect, defend, hold harmless and indemnify GRANTOR from and against any and all actions, claims, damages and/or loss, occasioned by or growing out of any actual or claimed usage or condition of the Easement Area arising in any manner whatsoever, directly or indirectly by reason of this grant of easement to GRANTEE for the use and occupancy of GRANTOR's premises by GRANTEE, its employees, contractors or any representative, except when caused solely by default, failure or negligence of GRANTOR; and (d) that GRANTEE covenants not to interfere with GRANTOR's facilities in any manner whatsoever.

10. That upon GRANTEE's breach of any condition contained herein, this Easement Agreement after written notification by GRANTOR to GRANTEE of such breach, and upon failure of GRANTEE to remedy or remove such breach within a period of 5 working days after receipt of such written notification, shall become null and void and all grants and rights contained herein shall thereupon immediately terminate and revert to the GRANTOR in absolute, it being expressly understood and agreed that the GRANTEE shall be liable for any and all losses as mentioned in Paragraph 10 above occurring up to the effective date of such termination. GRANTEE further covenants to reimburse GRANTOR for any monies expended before or after termination by GRANTOR to return the Easement Area to its original condition.

11. That this Agreement is personal to GRANTEE and shall not be assigned or transferred in whole or in part without the express written consent of GRANTOR.

12. That the validity of this Agreement is contingent upon GRANTEE first obtaining proper zoning, authority, approval and/or permit from the appropriate governmental body or public agency having jurisdiction over such utilization at this location. If such zoning, authority, approval, and/or permit is not secured, this Agreement will be considered null and void.

13. That upon completion of operations, GRANTEE shall notify GRANTOR's Inspector of Transmission Rights-of-Way heretofore mentioned in above Paragraph 1 for inspection of the Easement Area.

14. That the validity of this Agreement is contingent upon its being properly executed on behalf of GRANTEE to signify GRANTEE's acceptance of agreement to abide by the terms and conditions.

15. That other than GRANTOR's facilities, no overhead wires, poles, light standards, dumpsters, signs, trees, buildings, structures, signs or obstacles shall be located, constructed, or installed within the right-of-way strip without written approval by GRANTOR.

-2-

RETURN TO
BCC Records Department
Board of County Commissioners

OR6989PG2032

16. The entire disturbed area within the right-of-way strip including GRANTOR's patrol road shall be restored to a condition at least as good as that which existed prior to construction.

17. That a free easily passable twenty foot (20') wide accessway be retained along the length of the right-of-way strip and to all transmission line structures for use by GRANTOR for emergency access and for normal maintenance and patrol purposes.

18. That no parking or storage occur under or near GRANTOR's facilities.

19. That GRANTEE shall not use a dragline or cable type or well drilling crane within GRANTOR's right-of-way strip.

20. That any and all piping, culverts or cables within GRANTOR's right-of-way have sufficient cover to prevent breakage due to the operation of GRANTOR's vehicles and heavy equipment within the right-of-way.

21. That GRANTEE be responsible for clean up of any and all spills caused by GRANTEE or GRANTEE's designated representatives that may occur within GRANTOR's right-of-way strip. Such spills must be reported to GRANTOR immediately.

22. To the extent possible GRANTEE will use GRANTOR's existing patrol road. Any deviation will be permitted only where said patrol road is impassable or does not exist.

IN WITNESS WHEREOF, the aforesaid Parties have caused these presents to be signed in their respective names by their proper officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

Attest:

Kenneth E. Clement
Assistant Secretary

FLORIDA POWER CORPORATION
(as GRANTOR)

By Philip C. Henry
Vice President

Attest:

Kerleen F. DeBlaker, CLERK

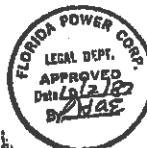
PINELLAS COUNTY, FLORIDA, Acting By
and Through Its Board of County
Commissioners

By G. K. Mier
Deputy Clerk

By Deborah Green
Chairman

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By Mark L. Long
Attorney



RETURN TO
BCC Records Department
Board of County Commissioners

-3-

OR 6989 PG 2033

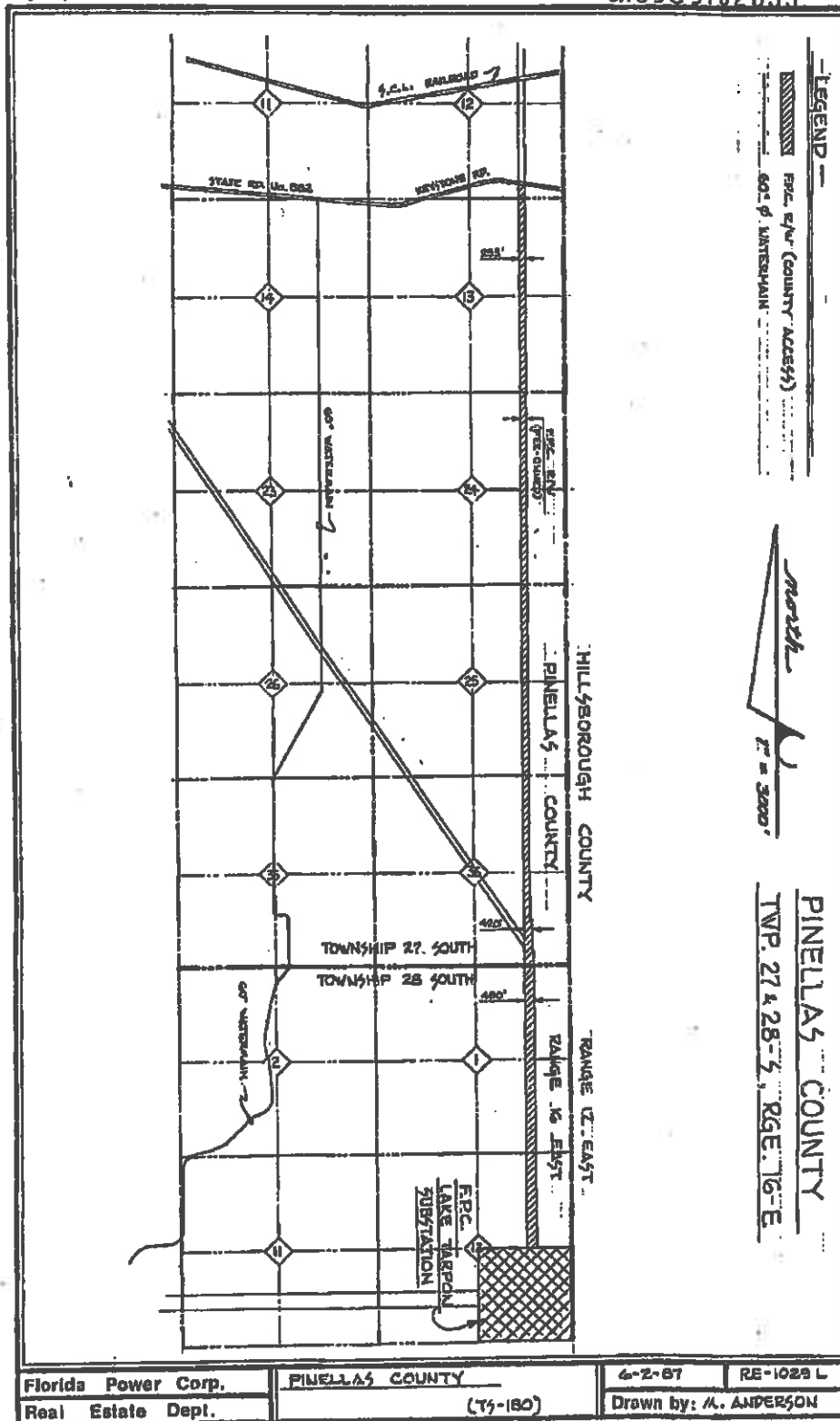


EXHIBIT "A"

RETURN TO
BCC Records Department
Board of County Commissioners

PINELLAS COUNTY FLA.
INST # 90-017308

*** OFFICIAL RECORDS ***
BOOK 7179 PAGE 1581

TS-210
(TS-180 Supplement)
11/20/89 DRA:jlr

ORIGINAL

EASEMENT AGREEMENT
WITH
JOINDER AND CONSENT

THIS EASEMENT AGREEMENT, Made this 22nd day of November, 1989, among FLORIDA POWER CORPORATION, a corporation of the State of Florida, whose mailing address is P.O. Box 14042, St. Petersburg, Florida 33733, Party of the First Part, GRANTOR herein, SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation created by the Acts of the Legislature of Florida 1961, as amended, whose mailing address is 2379 Broad Street, Brooksville, Florida 34609-6899, Party of the Second Part, GRANTEE herein; and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is 315 Court Street, Clearwater, Florida 34616, Party of the Third Part, (as its interest may appear), CONSENTER herein;

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, in hand paid by the GRANTEE, the receipt of which is hereby acknowledged, and in consideration of the conditions and covenants herein contained, does hereby grant unto GRANTEE an easement and right-of-way for the sole purpose of access to monitor well site (sometimes hereinafter collectively referred to as "improvements") within the following described Easement Area in the County of Pinellas and State of Florida, to wit:

01 RECORDING
REC 53
DS 53
INT 53
FEES 53
MTF 53
P/C 53
REV 53
TOTAL 53

A 15-foot wide Easement Area, existing and known as GRANTOR's patrol road, within GRANTOR's fee-owned transmission corridors through Sections 1 and 12, Township 28 South, Range 16 East, as shown on attached Exhibit "A" and by this reference incorporated herein and made a part hereof.

GRANTEE shall have the right to inspect, repair and/or replace said improvements, together with all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes herein described, subject, however, to the following terms and conditions to which GRANTEE expressly agrees:

1. That GRANTOR expressly reserves unto itself, its successors, lessees and assigns, the continued right to occupy and utilize the said Easement Area in any manner not inconsistent with GRANTEE's use thereof.

2. That GRANTEE's operations, activities and equipment used within the Easement Area beneath or in proximity to any of GRANTOR's electric facilities shall, at all times, be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC) and the Occupational Safety and Health Act of 1971 (OSHA). GRANTEE is further notified and hereby agrees to so notify any of GRANTEE's employees, agents, contractors, representatives or other persons engaging in GRANTEE's activities upon said Easement Area with GRANTEE's knowledge and under GRANTEE's supervision or control, that extreme caution is necessary around all of GRANTOR's electrical facilities, supporting structures, anchor guys or related appurtenances, and in the event of any damages or injuries, GRANTEE shall immediately report the nature and extent thereof to GRANTOR's Tarpon Springs district office, telephone 813/443-2661, Tarpon Springs, Florida.

KARLEEN F. DEBLAKER, CLERK
JAN 22, 1990 3:42PM

This document prepared by H. A. EVERTZ III
Notary Public - State of Florida
P.O. Box 14042 - St. Petersburg, FL 33733

26052147 NSB 01-22-90 15:29:31
01 EAS-FLORIDA POWER CORPORATIO
DOC STAMPS 2 \$0.55

Documentary Tax Pd. \$0.55

INITIAL 53
Karleen F. DeBlaker, Pinellas County
By 53 Deputy Clerk

TOTAL: \$0.55
CASH AMT. TENDERED: \$0.55
CHANGE: \$0.00

Ret. to Betty McClain
Real Estate Management
Personal Services

*** OFFICIAL RECORDS ***
BOOK 7179 PAGE 1582

3. That GRANTOR's consent to GRANTEE's use of the Easement Area is limited. Such conditional and restricted consent creates privileges in the GRANTEE to use the Easement Area only insofar as compliance with the conditions herein is continued.

4. That nothing contained in this grant of easement or contemplated is intended to or shall increase GRANTOR's liability for personal injury or death or for any property damage, and it is hereby expressly understood and agreed by the GRANTEE (a) that GRANTOR does not assume any such additional liability, (b) that liability arising out of the use and occupancy of the Easement Area by GRANTEE, its employees, agents, contractors, or any representative, is hereby assumed by GRANTEE to the extent permitted by Florida Law and shall be at the sole and exclusive risk of GRANTEE, (c) that GRANTEE shall to the extent permitted by State Law, protect, defend, hold harmless and indemnify GRANTOR from and against any and all actions, claims, damages and/or loss, occasioned by or growing out of any actual or claimed usage or condition of the Easement Area arising in any manner whatsoever, directly or indirectly by reason of this grant of easement to GRANTEE for the use and occupancy of GRANTOR's premises by GRANTEE, its employees, agents, contractors or any representative, except when caused solely by default, failure or negligence of GRANTOR; and (d) that GRANTEE covenants not to interfere with GRANTOR's facilities in any manner whatsoever.

5. That upon GRANTEE's breach of any condition contained herein, this Easement Agreement after written notification by GRANTOR to GRANTEE of such breach, and upon failure of GRANTEE to remedy or remove such breach within a period of 5 working days after receipt of such written notification, shall become null and void and all grants and rights contained herein shall thereupon immediately terminate and revert to the GRANTOR in absolute, it being expressly understood and agreed that the GRANTEE shall be liable for any and all losses as mentioned in Paragraph 4 above occurring up to the effective date of such termination. GRANTEE further covenants to reimburse GRANTOR for any monies expended before or after termination by GRANTOR to return the Easement Area to its original condition.

6. That this Agreement is personal to GRANTEE and shall not be assigned or transferred in whole or in part without the express written consent of GRANTOR.

7. That upon completion of operations, GRANTEE shall notify GRANTOR's Inspector of Transmission Rights-of-Way (i.e., Mr. Joseph G. Brown, Jr., or his designated alternate at telephone 813/866-5108, St. Petersburg).

8. That the validity of this Agreement is contingent upon its being properly executed on behalf of GRANTEE to signify GRANTEE's acceptance of agreement to abide by the terms and conditions.

9. That GRANTEE shall maintain GRANTOR's patrol road in a condition at least as good as that which existed prior to commencement of GRANTEE's utilization thereof.

10. That a free easily passable twenty foot (20') wide accessway be retained along the length of the right-of-way strip and to all transmission line structures for use by GRANTOR for emergency access and for normal maintenance and patrol purposes.

11. That no parking or storage occur under or near GRANTOR's facilities.

-2-

INITIAL  INITIAL 

*** OFFICIAL RECORDS ***
BOOK 7179 PAGE 1503

12. That GRANTEE shall not use or operate a dragline or well-drilling rig or other cable-type crane anywhere within GRANTOR's right-of-way strip however, GRANTEE may transport its drilling rig (in the lowered position) and related equipment along and upon GRANTOR's right-of-way strip during ingress to and egress from GRANTEE's monitor well site fronting on the east boundary of GRANTOR's right-of-way strip in the SE 1/4 of NE 1/4 of Section 1, Township 28 South, Range 16 East, as shown on Exhibit "A". In such transporting of the drilling rig to and from the monitor well site, GRANTEE agrees to comply with the provisions of Paragraphs 2 and 4 above.

13. That any and all of GRANTEE's piping or culverts within GRANTOR's right-of-way shall have sufficient cover to prevent breakage due to the operation of GRANTOR's vehicles and heavy equipment within the right-of-way.

14. That GRANTEE be responsible for clean up of any and all spills caused by GRANTEE or GRANTEE's designated representatives that may occur within GRANTOR's right-of-way strip. Such spills must be reported to GRANTOR immediately.

15. To the extent possible GRANTEE will use GRANTOR's existing patrol road. Any deviation will be permitted only where said patrol road is impassable or does not exist.

IN WITNESS WHEREOF, the aforesaid Parties have caused these presents to be signed in their respective names by their proper officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

ATTEST:

Leah P. Fortright
Assistant Secretary

FLORIDA POWER CORPORATION
(as GRANTOR)

By: Philip C. Kline
Vice President

ATTEST:

By: James H. S. S. S. S.
Secretary

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT
(as GRANTEE)**

By Michael J. [Signature]
Chairman

The undersigned (as its interest may appear) hereby joins in and consents to the granting of this Easement Agreement:

ATTEST:

Karleen E. DeBlaker, Clerk

By G. K. Reed
Deputy Clerk

PINELLAS COUNTY, FLORIDA
(as CONSENT)

By Paul H. Hines
Chairman

Approved by Date Initials

Legal Office ~~12/28/85~~ QW

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By Sarah Richardson
Att. Co. Attorney



1. KARLEEN F. DeBLAVER, Clerk of the Circuit Court and Clerk of the Office, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the office of the Board of County Commissioners of the County of Cook, Illinois.

Witness my hand and seal of said County, this 18th day of January, 1990.

KARLEEN F. DeBLAVER, Clerk of the Circuit Court & Clerk of the Board of County Commissioners of Cook County, Illinois.

By: _____ Deputy Clerk

-3-

INITIAL *[Signature]*

INITIAL

*** OFFICIAL RECORDS ***
BOOK 7179 PAGE 1584

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared Charles E. Rainey and G. K. West, known to me to be the Chairman and Deputy Clerk, respectively, of the Board of County Commissioners of Pinellas County, Florida, who executed and acknowledged that they voluntarily executed the foregoing Easement Agreement with joinder and consent for the purposes stated therein.

Witness my hand and official seal this 16th day of January, 1990.

Eleanor Calogian
Notary Public,
State of Florida at Large
My commission expires March 28, 1991
(Seal)

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HERNANDO

Before me, the undersigned authority, personally appeared MICHAEL ZAGORAC, JR. and ANNE JENNIFER SAGERS, known to me to be the Chairman and Secretary, respectively, of the Southwest Florida Water Management District, who executed and acknowledged that they voluntarily executed the foregoing Easement Agreement with joinder and consent for the purposes stated therein.

Witness my hand and official seal this 27th day of DECEMBER, 1989.

Thomas J. Ford
Notary Public
State of Florida at Large
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. JULY 21, 1992
GINSO, JOHN GENERAL INS. CO.
(Seal)

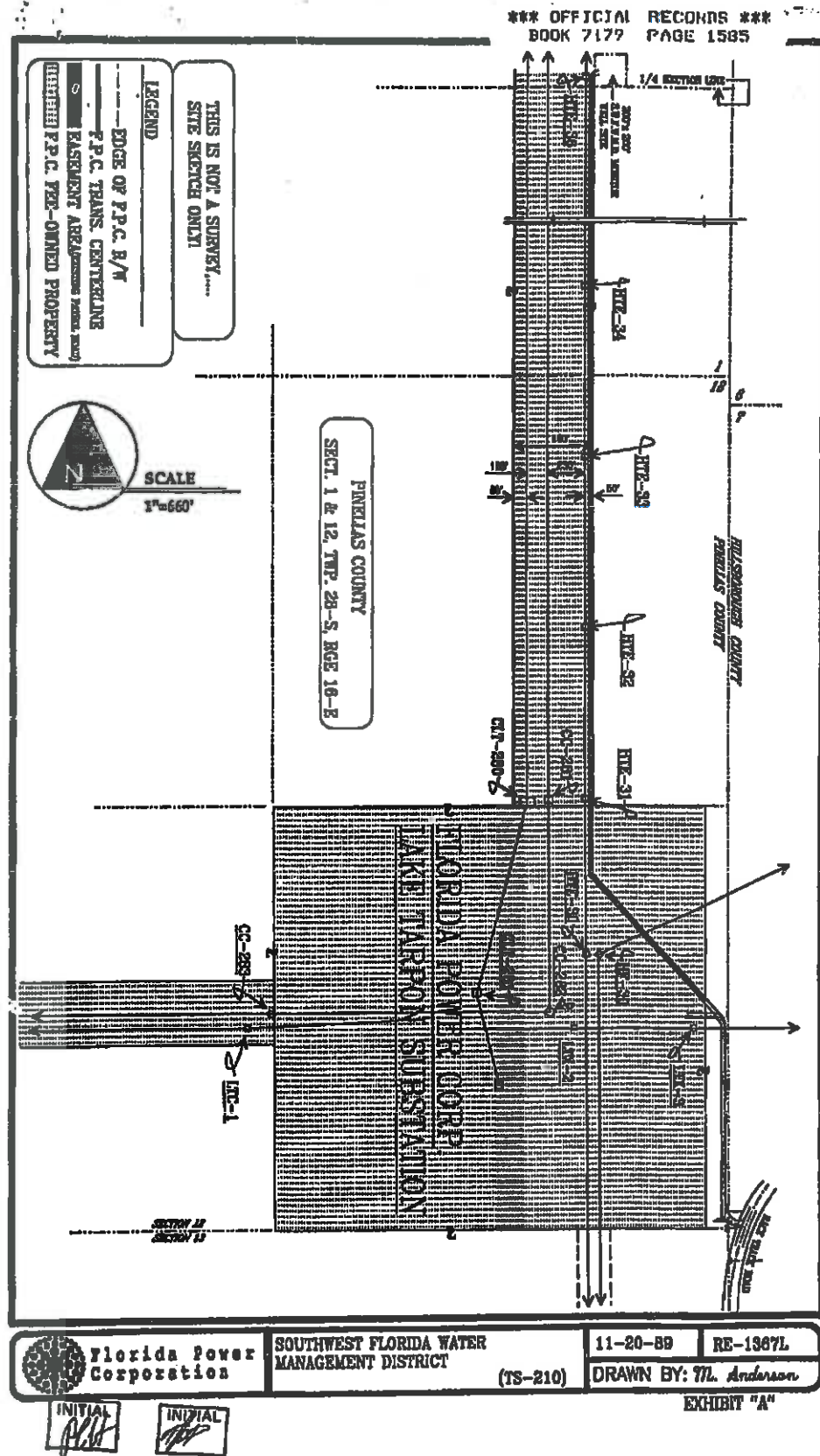
State of Florida) ss.
County of Pinellas)

Before me, the undersigned authority, personally appeared Philip C. Henry, Vice President and Cathleen P. Kortright, Assistant Secretary, respectively of FLORIDA POWER CORPORATION, a corporation of the State of Florida, who executed and acknowledged that they executed the foregoing Easement Agreement with joinder and consent for the purposes stated therein.

Witness my hand and Official Seal this 22nd day of November, 1989.

Notary Public, State of Florida at Large
My Commission Expires SEPT. 8, 1992

Denning R. Andrews
Notary Public, State of Florida at
- 4 - Large



1500
Pinellas

PREPARED BY:
Paula Hickman, Esq.
Nextel South Corp.
2201 Lucien Way, Suite 200
Maitland, FL 32751

RETURN TO: →

RESEARCH & ABSTRACT & ASSOCIATES
P.O. Box 61888
Fort Myers, Florida 33906
941-337-5354

Market: West Florida
Site #: FL23111
Site Name: Tri County Park
Date: 3/27/2000

01-328859 SPT-20-2001 9:33am
PINELLAS CO BK 11585 PG 2269

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 21st day of November, 2000 by and between Florida Power Corporation, a Florida corporation with an address at 2600 Lake Lucien Drive, Suite 400, Maitland, Florida 32751-7234 (hereinafter referred to as "Lessor") and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications with an office at 851 Trafalgar Court, Suite 300E, Maitland, FL 32751 (hereinafter referred to as "Lessee").

Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on the 2nd day of April, 2000, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

The term of the Agreement is for five (5) years commencing on June 30, 2000 ("Commencement Date"), and terminating on the fifth anniversary of the Commencement Date with four (4) successive five (5) year options to renew.

The Land which is the subject of the Agreement is in Pinellas County, Florida, described in Exhibit A annexed hereto.

In the event that Lessee shall fail to record a record notice of termination in accordance with the Agreement, this Memorandum of Lease shall be deemed terminated of record with respect to the Land upon recording of an affidavit from Lessor that the Site Lease has been terminated with respect to such Land, together with evidence of Lessor having provided Lessee with a minimum of twenty (20) days prior notice by certified mail as attested by Lessor.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Angela R. Smith
Witness
Print Name: Angela R. Smith
Carole L. Cornelius
Witness
Print Name: Carole L. Cornelius

LESSOR:

By: G. N. Townsend
Print Name: George N. Townsend
Title: Senior Manager Sales

TOTAL
CK B
CHG AMT

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 21st day of November, 2000 by G. N. Townsend as Senior Manager Sales of Florida Power Corporation, a Florida corporation, who is personally known to me or who has produced as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Carole L. Cornelius
Notary Public
Print Name: Carole L. Cornelius
My commission expires: _____



Carole L. Cornelius
MY COMMISSION # CCH2714 EXPIRES
December 31, 2002
BONDED THIRD PARTY INSURANCE, INC.

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

\\S:\MKT\B201\US\A\B\LP\external\H_legal\Gentry\2000\2311\p\Review\Florida Power Corp MOL.doc

Market: West Florida
Site #: FL2311J
Site Name: Tri County Park
Date: 3/27/2000

MEMORANDUM OF LEASE, Cont'd

PINELLAS COUNTY FLA.
OFF REC BK 11585 PG 2270

Signed, sealed and delivered in the presence of:

Macleche Thompson

Witness

Print Name: Macleche ThompsonTanya Jackson

Witness

Print Name: Tanya Jackson**LESSOR:**

Nextel South Corp., a Georgia corporation
d/b/a Nextel Communications

By: John CafaroPrint Name: John CafaroTitle: Vice PresidentSTATE OF GEORGIACOUNTY OF Guinnett

The foregoing instrument was acknowledged before me this 29 day of March, 2000, by John Cafaro, as Vice President of Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

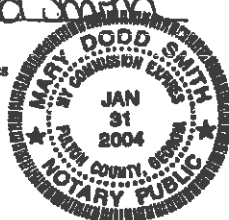
WITNESS my hand and official seal.

Mary Dodd Smith

Notary Public

Print Name

My commission expires



KARLEEN F. DE BLANK, CLERK OF COURT
PINELLAS COUNTY, FLORIDA

90759379 09-20-2001 09:33:00 JTF
51 LEA-FLA POWER
000000
18:01329859 BK:11585 SPG:2269 EPG:2271
RECORDING 003 PAGES 1 \$15.00

TOTAL: \$15.00
CHECK AMT. TENDERED: \$15.00
CHANGE: \$0.00
BY _____ DEPUTY CLERK

Market: West Florida
Site #: FL2311J
Site Name: Tn County Park
Date: 1/27/2000

**MEMORANDUM OF LEASE
EXHIBIT A**

DESCRIPTION OF LAND

**PINELLAS COUNTY FLA.
OFF. REC. BK 11585 PG 2271**

to the Agreement dated April 3, 2000, by and between Florida Power Corporation as Lessor, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications as Lessee.

The Land is described as follows:

Land, in the County of Pinellas, State of Florida to wit:

The SE $\frac{1}{4}$ of Section 12, Township 28 South, Range 16 East, being more particularly described as follows:

Beginning at the southeast corner of SE $\frac{1}{4}$ of Section 12, Township 28 South, Range 16 East; thence South 89°33'48" West, along the South boundary of said SE $\frac{1}{4}$, a distance of 2136.38 feet to the southwest corner of said SE $\frac{1}{4}$; thence North 0°43'21" West, along the West boundary of said SE $\frac{1}{4}$, a distance of 2696.80 feet to the Northwest corner of said SE $\frac{1}{4}$; thence North 89°34'03" East, along the North boundary of said SE $\frac{1}{4}$, a distance of 2144.84 feet to the Northeast corner of said SE $\frac{1}{4}$; thence South 0°07'08" East, along the East boundary of said SE $\frac{1}{4}$, a distance of 2696.11 feet to the Point of Beginning, LESS AND EXCEPT that part previously conveyed to Florida Power Corporation by Amelia LaDonna Marcella (formerly Amelia LaDonna), as evidenced by corrective Warranty Deed dated December 31, 1962, recorded in Official Records Book 1589, Page 269, (Clerk's Instrument No. 263968), and by Milet Janeway, as evidenced by Warranty Deed dated December 10, 1984, recorded in Official Records Book 2119, Page 595, (Clerk's Instrument No. 277553); and ALSO LESS AND EXCEPT that part conveyed to the State Road Department of Florida by Flora Maddin, a single woman, by Special Warranty Deed dated November 10, 1958, recorded in Official Records Book 461, Page 302, (Clerk's Instrument No. 3196144), Public Records of Pinellas County, Florida.

Subject to easements of record.

\\MLN\TECH\SHARED\Centra\PI_Fig\658a\2300a\2311\Review\Florida Power Corp MGL.doc
3

I#: 2016061361 BK: 19102 PG: 1543, 03/01/2016 at 04:24 PM, RECORDING 3 PAGES
\$27.00 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY
DEPUTY CLERK: CLKDU10

Prepared by:
Permittee: Duke Energy Florida, LLC.
Address: 526 S. Church Street
Mail Code: EC12L
Charlotte, NC 28202
Phone: 980-373-2854

NOTICE OF DEPARTMENT OF THE ARMY PERMIT

TAKE NOTICE that the United States Army Corps of Engineers has issued Department of the Army Permit SAJ-2008-00490- SP-EPS to Duke Energy Florida, LLC on December 28, 2015 , authorizing impacts to waters of the United States (including wetlands) in accordance with Section 404 of the Clean Water Act on a parcel of land known as Follo/Parcel ID: see attached table for parcel details in Pinellas County, Florida.

Within thirty (30) days of any transfer of interest or control of that portion of the premises containing the area authorized to be filled (or any portion thereof), the Permittee must notify the U.S. Army Corps of Engineers in writing of the property transfer by submitting the completed permit transfer page of the permit. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the area authorized to be filled (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any works, including dredging or filling, without first having obtained a permit from the Corps of Engineers in the purchaser's name.

The subject Permit concerns only that portion of the property determined to fall within the jurisdiction of the U.S. Army Corps of Engineers and this notice is applicable only to those portions of the subject property containing areas authorized to be filled and wetland mitigation/conservation areas subject to the Permit.

Conditions of the Permit: The Permit is subject to General Conditions and Special Conditions which may affect the use of the subject property. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

To obtain a copy of the permit in its entirety submit a written request to:
U.S. Army Corps of Engineers
Regulatory Division
Post Office Box 4970
Jacksonville, Florida 32232-0019

Questions regarding compliance with these conditions should be directed to:
U.S. Army Corps of Engineers
Enforcement Section
Post Office Box 4970
Jacksonville, Florida 32232-0019

PINELLAS COUNTY FL OFF. REC. BK 19102 PG 1544

Conflict Between Notice and Permit

This Notice of Permit is not a complete summary of the Permit. Provisions in this Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the Permit shall control.

This Notice is Not an Encumbrance

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release

This Notice may not be released or removed from the public records without the prior written consent of the U.S. Army Corps of Engineers.

This Notice of Permit is executed on this 29th day of February, 2016. This document is being submitted for recordation in the Public Records of Pinellas County, Florida as part of the requirement imposed by Department of the Army Permit No SAJ-2008-00490-SP-EPS issued by the United States Army Corps of Engineers.

Permittee:

Christopher M Fallon

Address:

Christopher Fallon, VP
Nuclear Development, for
Duke Energy Florida, LLC
526 S. Church Street
Mail Code: EC12L
Charlotte, NC 28202
Phone: 980-373-2854

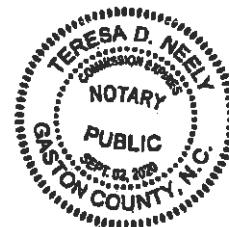
STATE OF NORTH CAROLINA
COUNTY OF GASTON

The foregoing instrument was acknowledged before me this 29th day of February, 2016 by Christopher Fallon, who is personally known to me.

Teresa D. Neely
Notary Public

(seal)

TERESA D. NEELY
Print



My Commission Expires

9/2/2020

PINELLAS COUNTY FL OFF REC. BK 19102 PG 1545

Table: Pinellas County Parcels Covered By Permit

County	Section-Township-Range	Tax ID Number	Parent Tract Size (acres)
PINELLAS	12-28S-16E	12-28-16-00000-410-0000	85.77
PINELLAS	12-28S-16E	12-28-16-00000-410-0100	4.82
PINELLAS	12-28S-16E	12-28-16-00000-430-0000	62.76

519014A

O.R. 465 PAGE 502

(Ind. SW)

SRD NO. 24
 SECTION 1563-150
 STATE ROAD S-590
Pinellas COUNTY

SPECIAL WARRANTY DEED

THIS INDENTURE made this 10th day of January, A. D. 1958
 between Flora Weddin, a single woman

as part of the first part and the STATE OF FLORIDA, for the use and benefit of the State Road Department of Florida, as party of the second part.

WITNESSETH, That the said part of the first part, for and in consideration of the sum of One Dollar and other valuable considerations, paid, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto the party of the second part, its successors and assigns, the following described land, situate, lying and being in the County of _____ State of Florida, to-wit:

That part of:

The E $\frac{1}{2}$ of Section 12, Township 28 South, Range 16 East, Pinellas County, Florida,

ALSO:

That part of the SE $\frac{1}{4}$ of Section 1, Township 28 South, Range 16 East, Pinellas County, Florida,

lying within 132 feet west of the survey line of State Road S-590 Section 1563, said survey line being the east boundary line of Section 12, Township 28 South, Range 16 East, and being the east boundary of the SE $\frac{1}{4}$ of Section 1, Township 28 South, Range 16 East, less existing R/W.

Containing 24.27 acres, more or less.

PINELLAS
COUNTY



STATE ROAD DEPARTMENT OF FLORIDA
 DIVISION OF RIGHTS OF WAY
 DESCRIPTION APPROVED
 JUL 29 1958 BY M. J. W.

info
(less
out)

519014A

SPECIAL WARRANTY DEED

Section 1563-150

State Road S-590

FROM

Flora Meddin a Single Woman

TO

STATE OF FLORIDA

Dated Nov. 10 1958

FILED FOR RECORD

In the office of the Clerk of the Circuit Court for
the County of _____ day of _____
State of Florida, on the _____ day of _____
A. D. 1958
and recorded in Deed Book _____ Page _____
and the record verified.

Clerk of Circuit Court

County, Florida

Quilley Co. 1/14
W21 2-31

(Notarial Seal)

Notary Public in and for the County
of _____
SAVATROUS PROVENZANO
NOTARY PUBLIC, State of New York
No. 24-044300
Qualified to Notary County
Term Expires March 20, 1960

Before me personally appeared _____
and known to me to be the individual described in and who executed the foregoing instrument and
acknowledged before me that they executed the same for the purposes therein expressed.
WITNESS my hand and official seal this 10 day of November, A. D. 1958.

STATE OF New York
COUNTY OF New York

(SEAL) _____
(SEAL) _____
(SEAL) _____
(SEAL) _____
(SEAL) _____
(SEAL) _____

Amelia L. ...

Signed, sealed and delivered
in the presence of:

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto
belonging or in anywise incident or appertaining, forever, and the part _____ of the first part
the title thereto against all persons claiming by, through, or under the said part _____ of the first part.
IN WITNESS WHEREOF, said part _____ of the first part has hereunto set her
hand and seal the date first above written.

Flora Meddin

I#: 2015228059 BK: 18882 PG: 1131, 08/11/2015 at 04:18 PM, RECORDING 6 PAGES
\$52.50 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY
DEPUTY CLERK: CLKPR12

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Conversion, and Articles of Organization, filed on , with an organizational date deemed effective July 18, 1899, for DUKE ENERGY FLORIDA, LLC, the resulting Florida Limited Liability Company, as shown by the records of this office.

The document number of this entity is L15000129908.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Fifth day of August, 2015



CR2EO22 (1-11)

Ken Detzner
Ken Detzner
Secretary of State

PINELLAS COUNTY FL OFF. REC. BK 18882 PG 1132

Articles of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

The Articles of Conversion and attached **Articles of Organization** are submitted to convert the following "Other Business Entity" into a Florida Limited Liability Company in accordance with s.605.1045, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of the Articles of Conversion is:
Duke Energy Florida, Inc. - 142019

(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a Corporation
(Enter entity type. Example: corporation, limited partnership, general partnership, common law or business trust, etc.)

First organized, formed or incorporated under the laws of Florida
on 07/18/1899 (Enter state, or if a non-U.S. entity, the name of the country)
(date of organization, formation or incorporation)

3. The name of the Florida Limited Liability Company as set forth in the attached Articles of Organization:

Duke Energy Florida, LLC

(Enter Name of Florida Limited Liability Company)

4. If not effective on the date of filing, enter the effective date: 08/01/2015 at 10:00 a.m.
(The effective date: 1) cannot be prior to date of receipt or filed date nor more than 90 days after the date this document is filed by the Florida Department of State; **AND** 2) must be the same as the effective date listed in the attached Articles of Organization, if an effective date is listed therein.)
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

5. The plan of conversion has been approved in accordance with all applicable statutes.

Page 1 of 2

PINELLAS COUNTY FL OFF. REC. BK 18882 PG 1133

Signed this 31 day of July 20 15**Signature of Authorized Representative of Limited Liability Company:**Signature of Authorized Representative: Nancy M Wright
Printed Name: Nancy M. Wright Title: Assistant Secretary**Signature(s) on behalf of Other Business Entity: (See below for required signature(s))**Signature: Nancy M Wright
Printed Name: Nancy M. Wright Title: Assistant SecretarySignature: _____
Printed Name: _____ Title: _____Signature: _____
Printed Name: _____ Title: _____Signature: _____
Printed Name: _____ Title: _____Signature: _____
Printed Name: _____ Title: _____Signature: _____
Printed Name: _____ Title: _____**If Florida Corporation:**

Signature of Chairman, Vice Chairman, Director, or Officer.

If Directors or Officers have not been selected, an Incorporator must sign.

If Florida General Partnership or Limited Liability Partnership:

Signature of one General Partner.

If Florida Limited Partnership or Limited Liability Limited Partnership:Signatures of ALL General Partners.**All others:**

Signature of an authorized person.

Fees:

Articles of Conversion:	\$25.00
Fees for Florida Articles of Organization:	\$125.00
Certified Copy:	\$30.00 (Optional)
Certificate of Status:	\$5.00 (Optional)

Page 2 of 2

PINELLAS COUNTY FL OFF. REC. BK 18882 PG 1134

: ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY**ARTICLE I - Name:**

The name of the Limited Liability Company is:

Duke Energy Florida, LLC

(Must end with the words "Limited Liability Company, "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:299 1st Avenue North
St. Petersburg, FL 33701**Mailing Address:**550 South Tryon Street (DEC45A)
Charlotte, NC 28202**ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:**

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

C T Corporation System

Name

1200 South Pine Island RoadFlorida street address (P.O. Box **NOT** acceptable)Plantation

City

FL 33324

Zip

15 JUL 31 AM 11:30

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S.



Tarnell Kearney Asst. Secretary

Registered Agent's Signature (REQUIRED)

(CONTINUED)

Page 1 of 2

PINELLAS COUNTY FL OFF REC. BK 18882 PG 1135

ARTICLE IV--

The name and address of each person authorized to manage and control the Limited Liability Company:

Title:**"AMBR" = Authorized Member****"MGR" = Manager****MGR****Name and Address:****Douglas F Easman****550 South Tryon Street****Charlotte, NC 28202****MGR****Lynn J. Good****550 South Tryon Street****Charlotte, NC 28202****MGR****Dhina M. Jamil****550 South Tryon Street****Charlotte, NC 28202****MGR****Julia S. Janson****550 South Tryon Street****Charlotte, NC 28202****(SEE attachment)****(Use attachment if necessary)****ARTICLE V: Effective date, if other than the date of filing: 08/01/2015 at 10:00 a.m. (OPTIONAL)****(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)****Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.****ARTICLE VI: Other provisions, if any.****REQUIRED SIGNATURE:**

Nancy M. Wright
Signature of a member or an authorized representative of a member.
This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes.
I am aware that any false information submitted in a document to the Department of State
constitutes a third degree felony as provided for in s.817.155, F.S.

Nancy M. Wright, Assistant Secretary**Typed or printed name of signee****Filing Fees****\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent****\$ 30.00 Certified Copy (Optional)****\$ 5.00 Certificate of Status (Optional)****Page 2 of 2**

PINELLAS COUNTY FL OFF REC. BK 18882 PG 1136

ARTICLE IV – Continued

The name and address of each person authorized to manage and control the Limited Liability Company:

Name and Address:

Lloyd M. Yates MGR
550 South Tryon Street
Charlotte, NC 28202



Detail by Entity Name

Florida Limited Liability Company

DUKE ENERGY FLORIDA, LLC

Filing Information

Document Number	L15000129908
FEI/EIN Number	59-0247770
Date Filed	07/31/2015
Effective Date	07/18/1899
State	FL
Status	ACTIVE
Last Event	CONVERSION
Event Date Filed	07/31/2015
Event Effective Date	08/01/2015

Principal Address

299 1ST AVENUE NORTH
ST PETERSBURG, FL 33701

Mailing Address

550 SOUTH TRYON STREET (DEC45A)
CHARLOTTE, NC 28202

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MGR

ESAMANN, DOUGLAS F
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title MGR

GOOD, LYNN J.

550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title MGR

JAMIL, DHIAA M.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title MGR

JANSON, JULIA S.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title MGR

YATES, LLOYD M.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title VP, Delivery Operations Support

Anders, Caren B.
400 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Senior Vice President and Chief Human Resources Officer

Anderson, Melissa H.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title VP, Transmission Engineering

Bagley, Richard W.
526 SOUTH CHURCH STREET
CHARLOTTE, NC 28202

Title VP, Health & Safety

Barajas, Carol Y.
526 SOUTH CHURCH STREET
CHARLOTTE, NC 28202

Title VP, Customer Information Systems - IT

Beam, Charles Keith
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Senior Vice President and Chief Communications Officer

Bingol, Mehmet Selim
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Tax

Butler, Keith Gerard
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Distributed Energy Resources

Caldwell, Robert F.
400 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Chief Procurement Officer

Corbett, Jeffrey A.
526 SOUTH CHURCH STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Fuels and System Optimization

Daji, Swati V.
526 SOUTH CHURCH STREET
CHARLOTTE, NC 28202

Title Senior Vice President and Treasurer

De May, Stephen Gerard
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title VP

Desouza, Ray Fitzpatrick
3300 EXCHANGE PLACE
Lake Mary, FL 32746

Title VP, Project Management and Construction

Delowery, Michael R.
400 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Assistant Treasurer

Duffy, Kris C.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Nuclear Engineering

Elnitsky, John
526 SOUTH CHURCH STREET
CHARLOTTE, NC 28202

Title Executive Vice President and President, Midwest and Florida Regions

Esamann, Douglas F
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title VP, Nuclear Development

Fallon, Christopher M.
526 SOUTH CHURCH STREET
CHARLOTTE, NC 28202

Title VP, Administrative Services

Gaddy, Rodney E.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Chief Fossil/Hydro Officer

Gates, Charles M.
526 SOUTH CHURCH STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Nuclear Operations

Gillespie Jr., T. P.
526 SOUTH CHURCH STREET
CHARLOTTE, NC 28202

Title President

Glenn, R. Alexander
299 1ST AVENUE NORTH
ST PETERSBURG, FL 33701

Title CEO

Good, Lynn J.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title VP, Environmental

Hatcher, Larry J.

526 SOUTH CHURCH STREET
CHARLOTTE, NC 28202

Title Vice President and Chief Information Officer

Heck, Christopher B.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title VP, Outage and Project Services

Immel, Stephen J.
526 SOUTH CHURCH STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Global Risk Management and Insurance and Chief Risk Officer

Jacobs, Dwight L.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Executive Vice President and President, Generation and Transmission

Jamil, Dhiaa M.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Executive Vice President, Secretary and Chief Legal Officer

Janson, Julia S.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title VP, Distribution, Maintenance and Construction - Florida

Joyner, Jackie
299 1ST AVENUE NORTH
ST PETERSBURG, FL 33701

Title VP, Operations Support

Kapopoulos Jr., Ernest J.
526 SOUTH CHURCH STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Customer Services

Lanier, Gayle S.
411 FAYETTEVILLE STREET
RALEIGH, NC 27601

Title Senior Vice President and Chief Transmission Officer

Lewis, Michael A.
526 SOUTH CHURCH STREET
Charlotte, NC 28202

Title Assistant Secretary

Lucas III, Robert T.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Assistant Secretary

Maltz, David S.
550 SOUTH TRYON STREET (DEC45A)
CHARLOTTE, NC 28202

Title VP, Talent Management

Marcuz, Lisa M.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Florida Delivery Operations

Maxon, David J.
299 1ST AVENUE NORTH
ST PETERSBURG, FL 33701

Title Senior Vice President, Grid Solutions

Mazzocchi, Lee T.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Executive Vice President, Strategic Services

Mullinax, A. R.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title VP, Design Engineering & Consolidated Planning - Florida

Ordaz, Luis
299 1ST AVENUE NORTH
ST PETERSBURG, FL 33701

Title VP, Transmission Systems Operations

Peeler, V. Nelson
526 SOUTH CHURCH STREET
CHARLOTTE, NC 28202

Title Managing Director, Fuel Procurement

Phipps, Brett
526 SOUTH CHURCH STREET
CHARLOTTE, NC 28202

Title Senior Vice President and Chief Nuclear Officer

Pitesa, John W.
526 SOUTH CHURCH STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Operations Support

Reising, Ronald R.
526 SOUTH CHURCH STREET
CHARLOTTE, NC 28202

Title VP, Coal Combustion Products Engineering

Renner, David A.
400 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Nuclear Corporate

Repko, Regis T.
526 SOUTH CHURCH STREET
CHARLOTTE, NC 28202

Title VP, Transmission Maintenance and Construction

Rogers Jr., Forest W.
526 SOUTH CHURCH STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Chief Accounting Officer and Controller

Savoy, Brian D.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title VP, Employee Relations and Labor Relations

Sherrill Jr., L. Stanford
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Federal Government Affairs

Shuler, Heath J.

550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Environmental Health and Safety

Sideris, Harry K.
526 SOUTH CHURCH STREET
CHARLOTTE, NC 28202

Title VP, Human Resources Operations

Silinski, Tom
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title VP, Human Resources Business Partners

Stancombe, Catherine B.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Corporate Development

Stempien, Catherine S.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title VP, Corporate Audit Services

Stone, Jeffrey M.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Assistant Treasurer

Sullivan III, John L.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title VP, Florida

Swartz, Jeffrey R.
8202 W. VENABLE STREET
Crystal River, FL 34429

Title Executive Vice President, External Affairs and Strategic Policy

Weber, Jennifer L.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Customer Solutions

Weintraub, Alexander J.
400 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title VP, Coal Combustion Products Operations and Maintenance

Weisker, Brian R.
400 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title VP, Coal Combustion Products, Environmental, Health & Safety

Wells, James
526 SOUTH CHURCH STREET
CHARLOTTE, NC 28202

Title Assistant Secretary

Wright, Nancy M.
550 SOUTH TRYON STREET (DEC45A)
CHARLOTTE, NC 28202

Title VP, Chief Ethics and Compliance Officer

Wyckoff, Sandra S.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Executive Vice President, Market Solutions and President, Carolinas Region

Yates, Lloyd M.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Title Executive Vice President and Chief Financial Officer

Young, Steven K.
550 SOUTH TRYON STREET
CHARLOTTE, NC 28202

Annual Reports

Report Year	Filed Date
2016	01/04/2016
2016	01/14/2016

Document Images

<u>01/14/2016 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>01/04/2016 -- ANNUAL REPORT</u>	View image in PDF format

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State of Florida, Department of State



[Return to Detail Screen](#)

Events

DUKE ENERGY FLORIDA, LLC

Document Number L15000129908
Date Filed 07/31/2015
Effective Date 07/18/1899
Status Active

Event Type	Filed Date	Effective Date	Description
CONVERSION	07/31/2015	08/01/2015	CONVERTING TO: CORPORATION WAS A CONVERSION RESULT. CONVERTING CORPORATION WAS 142619

[Return to Detail Screen](#)

Articles of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

The Articles of Conversion **and attached Articles of Organization** are submitted to convert the following **"Other Business Entity"** into a **Florida Limited Liability Company** in accordance with s.605.1045, Florida Statutes.

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(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a Corporation
(Enter entity type. Example: corporation, limited partnership,
general partnership, common law or business trust, etc.)

First organized, formed or incorporated under the laws of Florida
on 07/18/1899 (Enter state, or if a non-U.S. entity, the name of the country)
(date of organization, formation or incorporation)

3. The name of the Florida Limited Liability Company as set forth in the attached Articles of Organization:
Duke Energy Florida, LLC
(Enter Name of Florida Limited Liability Company)

4. If not effective on the date of filing, enter the effective date: 08/01/2015 at 10:00 a.m.
(The effective date: 1) cannot be prior to date of receipt or filed date nor more than 90 days after the date this document is filed by the Florida Department of State; **AND 2) must be the same as the effective date listed in the attached Articles of Organization, if an effective date is listed therein.**
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

5. The plan of conversion has been approved in accordance with all applicable statutes.

Signed this 31 day of July 2015.

Signature of Authorized Representative of Limited Liability Company:

Signature of Authorized Representative: Nancy M Wright

Printed Name: Nancy M. Wright

Title: Assistant Secretary

Signature(s) on behalf of Other Business Entity: [See below for required signature(s)]

Signature: Nancy M Wright

Printed Name: Nancy M. Wright

Title: Assistant Secretary

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

If Florida Corporation:

Signature of Chairman, Vice Chairman, Director, or Officer.

If Directors or Officers have not been selected, an incorporator must sign.

If Florida General Partnership or Limited Liability Partnership:

Signature of one General Partner.

If Florida Limited Partnership or Limited Liability Limited Partnership:

Signatures of ALL General Partners.

All others:

Signature of an authorized person.

Fees:

Articles of Conversion:	\$25.00
Fees for Florida Articles of Organization:	\$125.00
Certified Copy:	\$30.00 (Optional)
Certificate of Status:	\$5.00 (Optional)

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Duke Energy Florida, LLC

(Must end with the words "Limited Liability Company, "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

299 1st Avenue North

St. Petersburg, FL 33701

Mailing Address:

550 South Tryon Street (DEC45A)

Charlotte, NC 28202

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

C T Corporation System

Name

1200 South Pine Island Road

Florida street address (P.O. Box NOT acceptable)

Plantation

FL 33324

City

Zip

15 JUL 31 AM 11:30

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S..



Ternell Kearney Asst. Secretary

Registered Agent's Signature (REQUIRED)

(CONTINUED)

ARTICLE IV-

The name and address of each person authorized to manage and control the Limited Liability Company:

Title:

"AMBR" = Authorized Member

"MGR" = Manager

MGR

Name and Address:

Douglas F Esamann

550 South Tryon Street

Charlotte, NC 28202

MGR

Lynn J. Good

550 South Tryon Street

Charlotte, NC 28202

MGR

Dhian M. Jamil

550 South Tryon Street

Charlotte, NC 28202

MGR

Julia S. Janson

550 South Tryon Street

Charlotte, NC 28202

(SEE attachment)

(Use attachment if necessary)

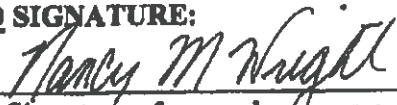
ARTICLE V: Effective date, if other than the date of filing: 08/01/2015 at 10:00 a.m. (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

ARTICLE VI: Other provisions, if any.

REQUIRED SIGNATURE:



Signature of a member or an authorized representative of a member.

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes.
I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Nancy M. Wright, Assistant Secretary

Typed or printed name of signee

Filing Fees

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent

\$ 30.00 Certified Copy (Optional) \$ 5.00 Certificate of Status (Optional)

ARTICLE IV – Continued

The name and address of each person authorized to manage and control the Limited Liability Company:

Name and Address:

Lloyd M. Yates MGR
550 South Tryon Street
Charlotte, NC 28202

Detail by Entity Name

Florida Profit Corporation

DUKE ENERGY FLORIDA, INC.

Filing Information

Document Number	142619
FEI/EIN Number	59-0247770
Date Filed	12/18/1943
Effective Date	07/18/1899
State	FL
Status	INACTIVE
Last Event	CONVERSION
Event Date Filed	07/31/2015
Event Effective Date	08/01/2015

Principal Address

550 S. TRYON STREET
CHARLOTTE, NC 28202

Changed: 05/09/2013

Mailing Address

550 S. TRYON STREET
DEC45A
CHARLOTTE, NC 28202

Changed: 05/09/2013

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 10/31/2012

Address Changed: 10/31/2012

Officer/Director Detail

Name & Address

Title Director

Good, Lynn J
550 S. TRYON STREET
CHARLOTTE, NC 28202

Title Senior Vice President and Treasurer

De May, Stephen G
550 S. TRYON STREET
CHARLOTTE, NC 28202

Title AS

Wright, Nancy M
550 S. TRYON STREET
DEC45A
CHARLOTTE, NC 28202

Title Director

Jamil, Dhiaa M
550 S. TRYON STREET
CHARLOTTE, NC 28202

Title Director

Janson, Julia S
550 S. TRYON STREET
CHARLOTTE, NC 28202

Title Director

Trent, B. Keith
550 S. TRYON STREET
CHARLOTTE, NC 28202

Title Director

Yates, Lloyd M
550 S. TRYON STREET
CHARLOTTE, NC 28202

Title VP, Transmission Affairs and Emerging Technology

Anders, Caren B
400 S. Tryon Street
Charlotte, NC 28202

Title VP, Transmission Design Engineering & Asset Management

Bagley, Richard W
526 S. Church Street
Charlotte, NC 28202

Title Assistant Treasurer

Buckler, W. Bryan
550 S. TRYON STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Tax

Butler, Keith G
550 S. Tryon Street
Charlotte, NC 28202

Title Senior Vice President, Fuels and System Optimization

Daji, Swati V
550 S. Tryon Street
Charlotte, NC 28202

Title VP, Nuclear Oversight

Donahue, Joseph W
526 S. Church Street
Charlotte, NC 28202

Title Senior Vice President, Catawba and McGuire

Duncan, Robert J, II
526 S. Church Street
Charlotte, NC 28202

Title Senior Vice President, Ash Basin Strategy

Elnitsky, John
400 S. Tryon Street
Charlotte, NC 28202

Title VP, Health and Safety

Engelman, Michael D
526 S. Church Street
Charlotte, NC 28202

Title VP, Nuclear Development

Fallon, Christopher M
526 S. Church Street
Charlotte, NC 28202

Title Assistant Secretary and Vice President - Legal

Fountain, David B

411 Fayetteville Street
Raleigh, NC 27601

Title Senior Vice President, Chief Fossil/Hydro Officer

Gates, Charles M
526 S. Church Street
Charlotte, NC 28202

Title Senior Vice President, Nuclear Operations

Gillespie, T. P., Jr.
526 S. Church Street
Charlotte, NC 28202

Title President

Glenn, R. Alexander
299 1st Avenue North
St. Petersburg, FL 33705

Title VP, Environmental

Griggs, Mitchell C
526 S. Church Street
Charlotte, NC 28202

Title CEO

Good, Lynn J
550 S. Tryon Street
Charlotte, NC 28202

Title Senior Vice President, Global Risk Management and Insurance and Chief Risk Officer

Jacobs, Dwight L.
550 S. Tryon Street
Charlotte, NC 28202

Title Executive Vice President and President, Regulated Generation

Jamil, Dhiaa M
550 S. Tryon Street
Charlotte, NC 28202

Title Executive Vice President, Chief Legal Officer and Corporate Secretary

Janson, Julia S
550 S. Tryon Street
Charlotte, NC 28202

Title VP, Transmission Maintenance and Construction

Jefferson, William
526 S. Church Street
Charlotte, NC 28202

Title Senior Vice President, Customer Services

Lanier, Gayle S.
411 Fayetteville Street
Raleigh, NC 27601

Title Senior Vice President and Chief Transmission Officer

Lewis, Michael A
299 1st Avenue North
St. Petersburg, FL 33705

Title Assistant Secretary

Lucas, Robert T, III
550 S. TRYON STREET
DEC45A
CHARLOTTE, NC 28202

Title Assistant Corporate Secretary

Maltz, David S.
550 S. TRYON STREET
DEC45A
CHARLOTTE, NC 28202

Title Senior Vice President, Florida Delivery Operations

Maxon, David J
299 1st Avenue North
St. Petersburg, FL 33705

Title Senior Vice President, Grid Solutions

Mazzocchi, Lee T
550 S. Tryon Street
Charlotte, NC 28202

Title VP, Major Nuclear Projects

McRainey, Daniel K
526 S. Church Street
Charlotte, NC 28202

Title Senior Vice President, Nuclear Engineering

Miller, Garry D

526 S. Church Street
Charlotte, NC 28202

Title VP, Emerging Technology

Mohler, David W
400 S. Tryon Street
Charlotte, NC 28202

Title Executive Vice President, Strategic Services

Mullinax, A. R.
550 S. Tryon Street
Charlotte, NC 28202

Title Assistant Secretary

Parker, Kristen B
299 1st Avenue North
St. Petersburg, FL 33705

Title VP, Transmission Systems Operations

Peeler, V. Nelson
526 S. Church Street
Charlotte, NC 28202

Title Director, Fuel Procurement

Phipps, Brett
526 S. Church Street
Charlotte, NC 28202

Title Senior Vice President and Chief Nuclear Officer

Pitesa, John W
550 S. Tryon Street
Charlotte, NC 28202

Title Senior Vice President, Operations Support

Reising, Ronald R
550 S. Tryon Street
Charlotte, NC 28202

Title VP, Central Engineering & Services

Renner, David A
526 S. Church Street
Charlotte, NC 28202

Title Senior Vice President, Nuclear Corporate

Repko, Regis T
526 S. Church Street
Charlotte, NC 28202

Title Senior Vice President, Federal Affairs

Shuler, Heath J
526 S. Church Street
Charlotte, NC 28202

Title VP, Internal Audit, Ethics and Compliance

Stone, Jeffrey M
550 S. Tryon Street
Charlotte, NC 28202

Title VP, Florida Generation Operations

Swartz, Jeffrey R.
299 1st Avenue North
St. Petersburg, FL 33705

Title Executive Vice President, Grid Solutions and President, Midwest and Florida Regions

Trent, B. Keith
550 S. Tryon Street
Charlotte, NC 28202

Title VP, Nuclear Corporate Governance and Operations Support

Waldrep, Benjamin C
526 S. Church Street
Charlotte, NC 28202

Title Executive Vice President, External Affairs and Strategic Policy

Weber, Jennifer L
550 S. TRYON STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Market Solutions

Weintraub, Alexander J
526 S. Church Street
Charlotte, NC 28202

Title VP, Grid Modernization

Wyatt, Mark D
526 S. Church Street
Charlotte, NC 28202

Title Executive Vice President, Market Solutions and President, Carolinas Region

Yates, Lloyd M
550 S. TRYON STREET
CHARLOTTE, NC 28202

Title Executive Vice President and Chief Financial Officer

Young, Steven K
550 S. TRYON STREET
CHARLOTTE, NC 28202

Title Assistant Treasurer

Duffy, Kris C.
550 S. TRYON STREET
CHARLOTTE, NC 28202

Title VP, Administrative Services

Gaddy, Rodney E.
550 S. TRYON STREET
CHARLOTTE, NC 28202

Title VP, Design Engineering & Consolidated Planning - Florida

Joyner, Jackie
299 1st Avenue North
St. Petersburg, FL 33701

Title Senior Vice President, Chief Accounting Officer and Controller

Savoy, Brian D.
550 S. TRYON STREET
CHARLOTTE, NC 28202

Title VP, Employee Relations and Labor Relations

Sherrill, L. Stanford, Jr.
550 S. TRYON STREET
CHARLOTTE, NC 28202

Title VP, Talent Management

Short, Mark L.
550 S. TRYON STREET
CHARLOTTE, NC 28202

Title VP, Human Resources Operations

Silinski, Tom

550 S. TRYON STREET
CHARLOTTE, NC 28202

Title VP, Customer Operations Services

Sipes, Robert A.
526 S. CHURCH STREET
CHARLOTTE, NC 28202

Title VP, Human Resources Business Partners

Stancombe, Catherine B.
550 S. TRYON STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Distributed Energy Resources

Caldwell, Robert F.
400 S. TRYON STREET
CHARLOTTE, NC 28202

Title VP, IT Infrastructure and Operations

Beam, Charles K.
401 S. College St.
Charlotte, NC 28202

Title Senior Vice President and Chief Communications Officer

Bingol, Mehmet S.
550 S. TRYON STREET
CHARLOTTE, NC 28202

Title Senior Vice President, Chief Procurement Officer

Corbett, Jeffrey A.
411 Fayetteville Street
Raleigh, NC 27601

Title Engineer of Record

Desouza, Ray F.
3300 Exchange Place
Lake Mary, FL 32746

Title VP, Outage & Maintenance Services

Draovitch, Paul
400 South Tryon Street
Charlotte, NC 28202

Title Vice President and Chief Information Officer

Heck, Christopher B.
550 S. TRYON STREET
CHARLOTTE, NC 28202

Title VP, Nuclear Corporate Governance and Operations Support

Kapopoulos, Ernest J., Jr.
526 South Church Street
Charlotte, NC 28202

Title Executive Vice President and President, Commercial Portfolio

Manly, Marc E.
550 S. TRYON STREET
CHARLOTTE, NC 28202

Title Interim Chief Human Resources Officer

Sheehan, Jeana G.
550 South Tryon Street
Charlotte, NC 28202

Title Senior Vice President, Environmental Health and Safety

Sideris, Harry K.
526 South Church Street
Charlotte, NC 28202

Title Senior Vice President, Corporate Development

Stempien, Catherine S.
550 S. TRYON STREET
CHARLOTTE, NC 28202

Annual Reports

Report Year	Filed Date
2013	03/27/2013
2014	01/15/2014
2015	01/12/2015

Document Images

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Events

DUKE ENERGY FLORIDA, INC.

Document Number 142619
Date Filed 12/18/1943
Effective Date
Status Inactive

Event Type	Filed Date	Effective Date	Description
AMENDMENT AND NAME CHANGE	02/06/2013	04/29/2013	OLD NAME WAS : FLORIDA POWER CORPORATION

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FILED
13 FEB -6 PM 4:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Amendment
to
Articles of Incorporation
of

Florida Power Corporation

(Name of Corporation as currently filed with the Florida Dept. of State)

142619

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida Profit Corporation adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

Duke Energy Florida, Inc.

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co." A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

N/A

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

N/A

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent

N/A

(Florida street address)

New Registered Office Address:

N/A

(City)

Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P - President; V - Vice President; T - Treasurer; S - Secretary; D - Director; TR - Trustee; C - Chairman or Clerk; CEO - Chief Executive Officer; CFO - Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

☒ Change PT John Doe
☒ Remove V Mike Jones
☒ Add SV Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	_____	N/A	N/A
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____

See attached document for amendment

N/A

The date of each amendment(s) adoption: January 31, 2013
Effective date if applicable: April 29, 2013
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____."
(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated 2/6/2013
Signature Nancy M. Wright
(By a director, president or other officer - If directors or officers have not been selected, by an incorporator - If in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

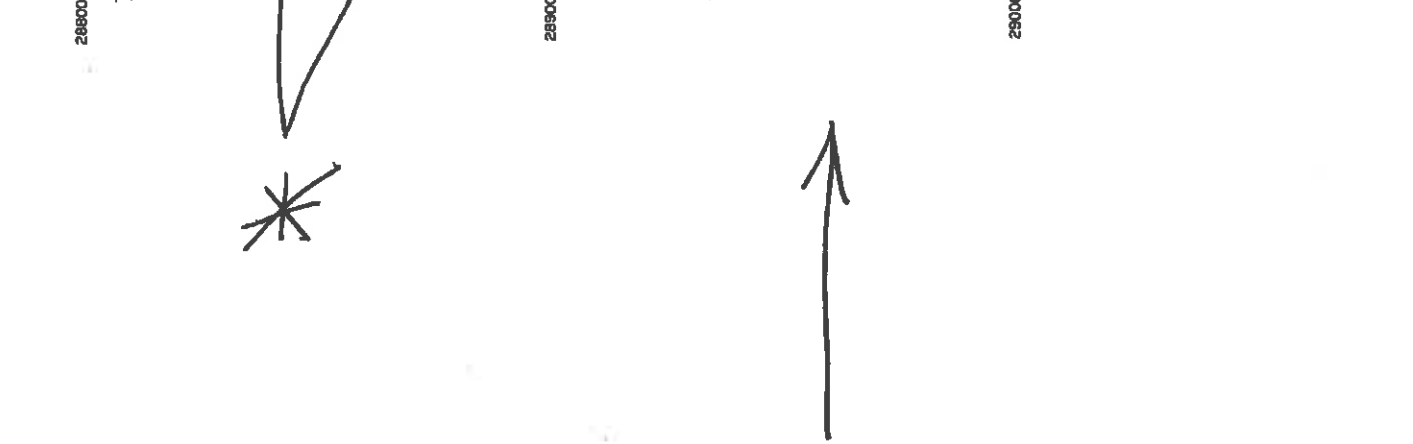
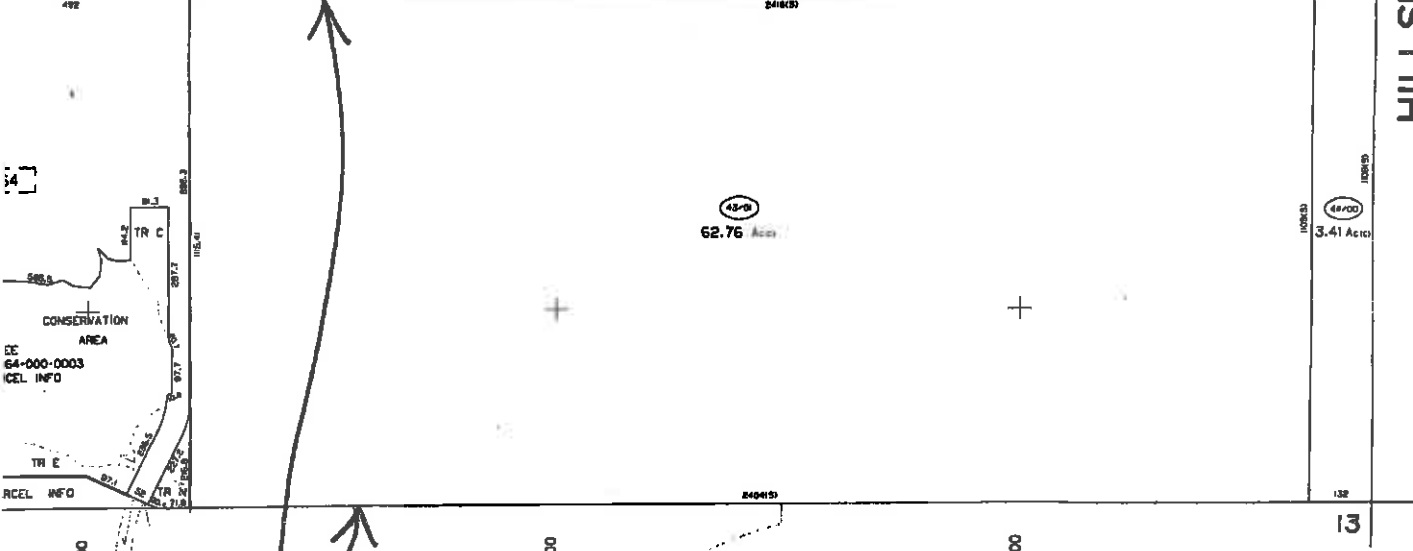
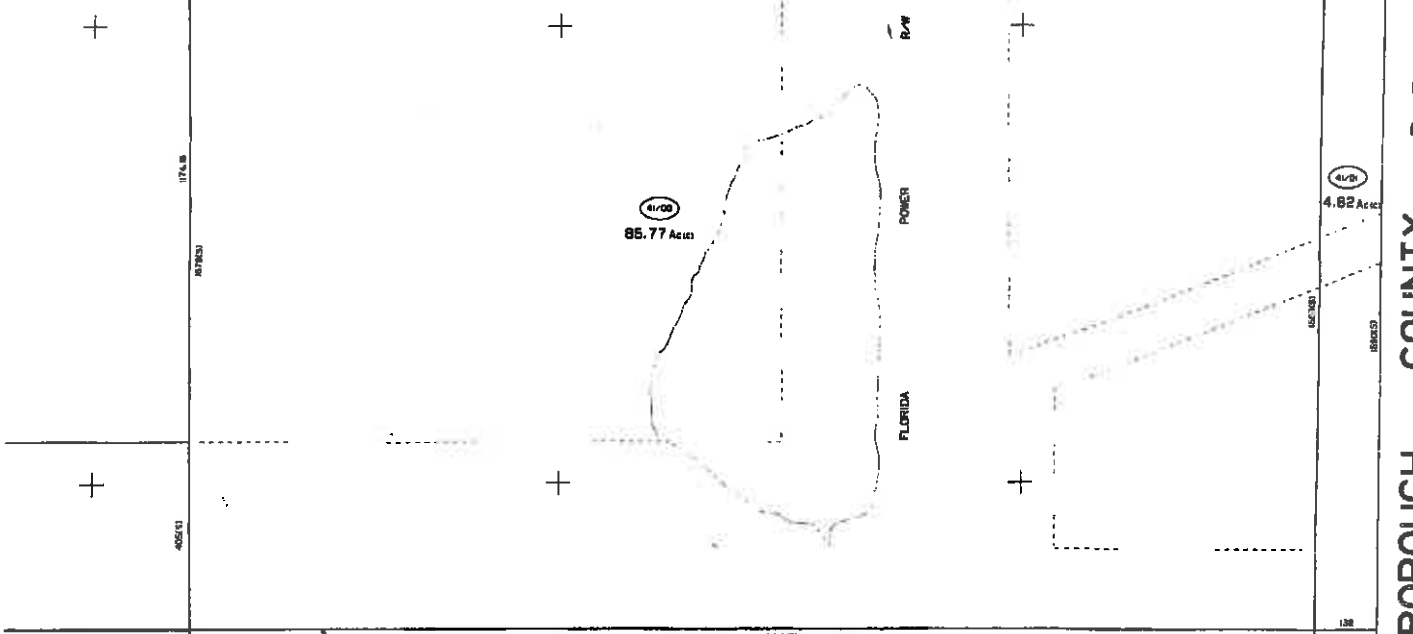
Nancy M. Wright

(Typed or printed name of person signing)

Assistant Secretary

(Title of person signing)

Parcel Info



Description: Pinellas, FL Assessor Map 28.16.12 Selection from page 2
Order: mnbvcx Comment:

COL
CIT
TAI
RDI
RAI
SUE
PRI
LAP
INTI
ORI
SUE
PAF
BLI

iii

(13-28-16)

163014



HILLSBOROUGH

PROPERTY OWNERSHIP MAP
PINELLAS COUNTY

PAM DUBOV
PROPERTY APPRAISER

2007
DATE OF MAP: 08/11/87
PRINT DATE: 25-FEB-2014 04:21:23.62



COUNTY LOCATOR

SHEET MATCH

MI-28-15	MI-28-16	MI-15-
SI-28-15	SI-28-16	BRIDGEMAN
MI-28-15	MI-28-16	COUNTY

LEGEND

[illegible][illegible][illegible]

SECTION S1/212
TOWN 28 SOUTH, RANGE 16 EAST

512-28-16
FTPA: 100 WTP: 200 AU: 086

CASE SUMMARY
CASE NO. Z-25-11-16
(Quasi-Judicial)

PRC MEETING: October 10, 2016 @ 10:00 AM-1st Floor, Planning Conf Room

LPA HEARING: November 10, 2016 @ 9:00 AM-5th Floor, Board Assembly Room

BCC HEARING: December 13, 2016 @ 6:00 PM-5th Floor, Board Assembly Room

APPLICANT'S NAME: Habitat for Humanity of Pinellas County, Inc.

REQUEST: Zone change from: RM 7.5, Residential, Multiple Family, 7.5 units per acre
to: R-5, Urban Residential

CASE DESCRIPTION: Approximately 0.7 acre located at the southeast corner of the intersection of 38th Street North and 43rd Avenue North in Lealman (03/31/16/37856/002/0010-0090). A legal description is available in file upon request.

APPLICANT/ADDRESS: Habitat for Humanity of Pinellas
c/o Ken Rush, C. O. O.
13355 49th Street North
Clearwater, FL 33762

REP/ADDRESS: Same as above

NOTICES SENT TO: Habitat for Humanity of Pinellas, St. Petersburg, Lealman CMA, Mike Meidel-Economic Development Council, DOT, Clint Herbic-Pinellas County School Board, BCC Office & Surrounding Owners

EXISTING USE: Vacant

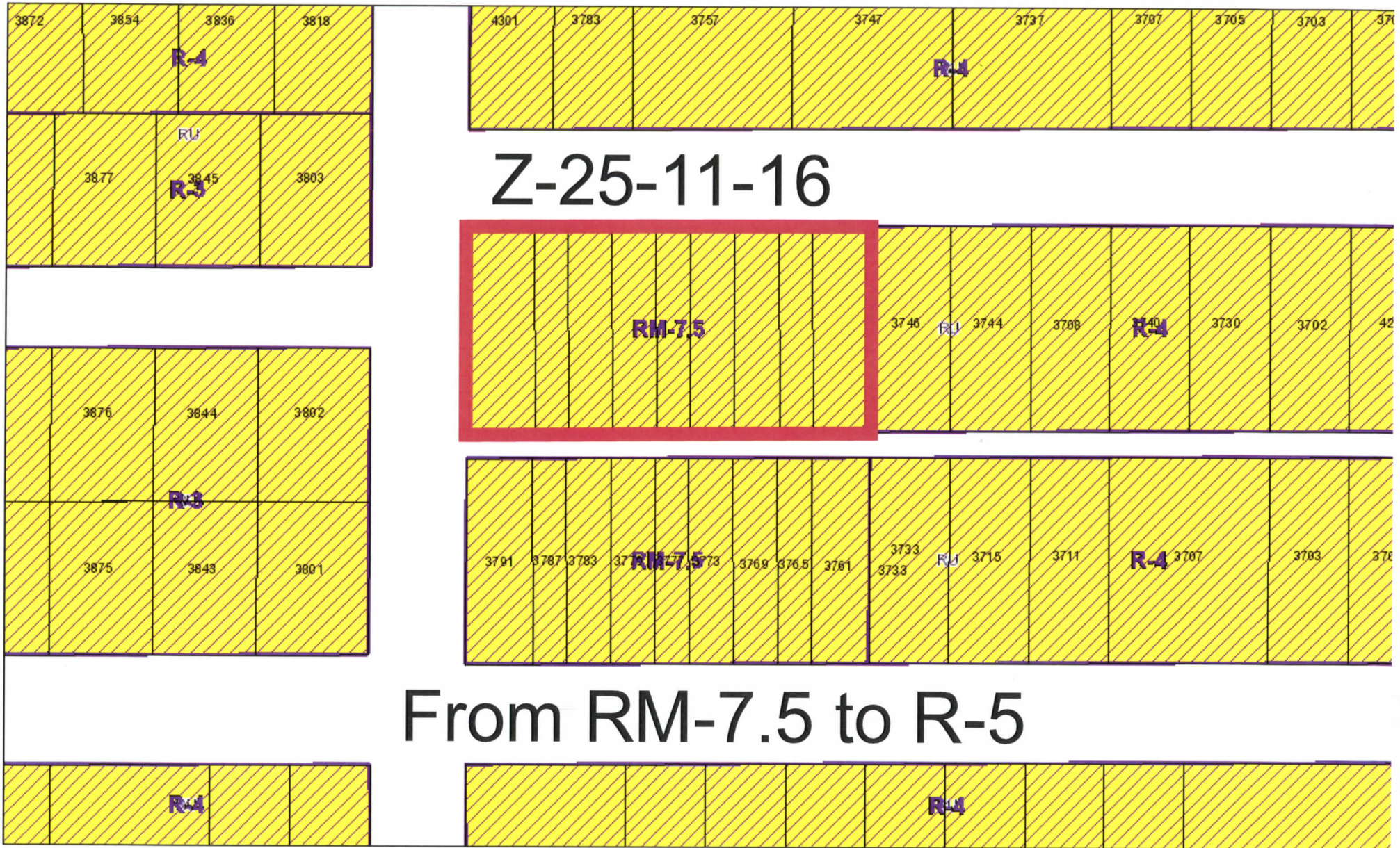
PROPOSED USE: Six single family residences

LAND USE: Residential Urban

ZONING: RM 7.5

Z16-000020

Pinellas County DRS



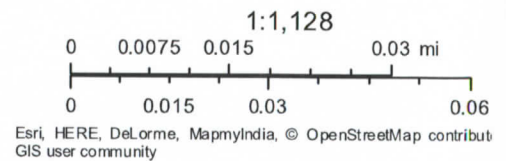
September 21, 2016

Parcels

Site Address



Zoning



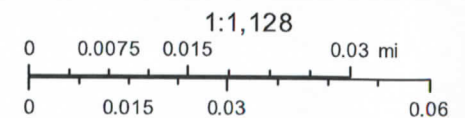
Pinellas County DRS



September 21, 2016

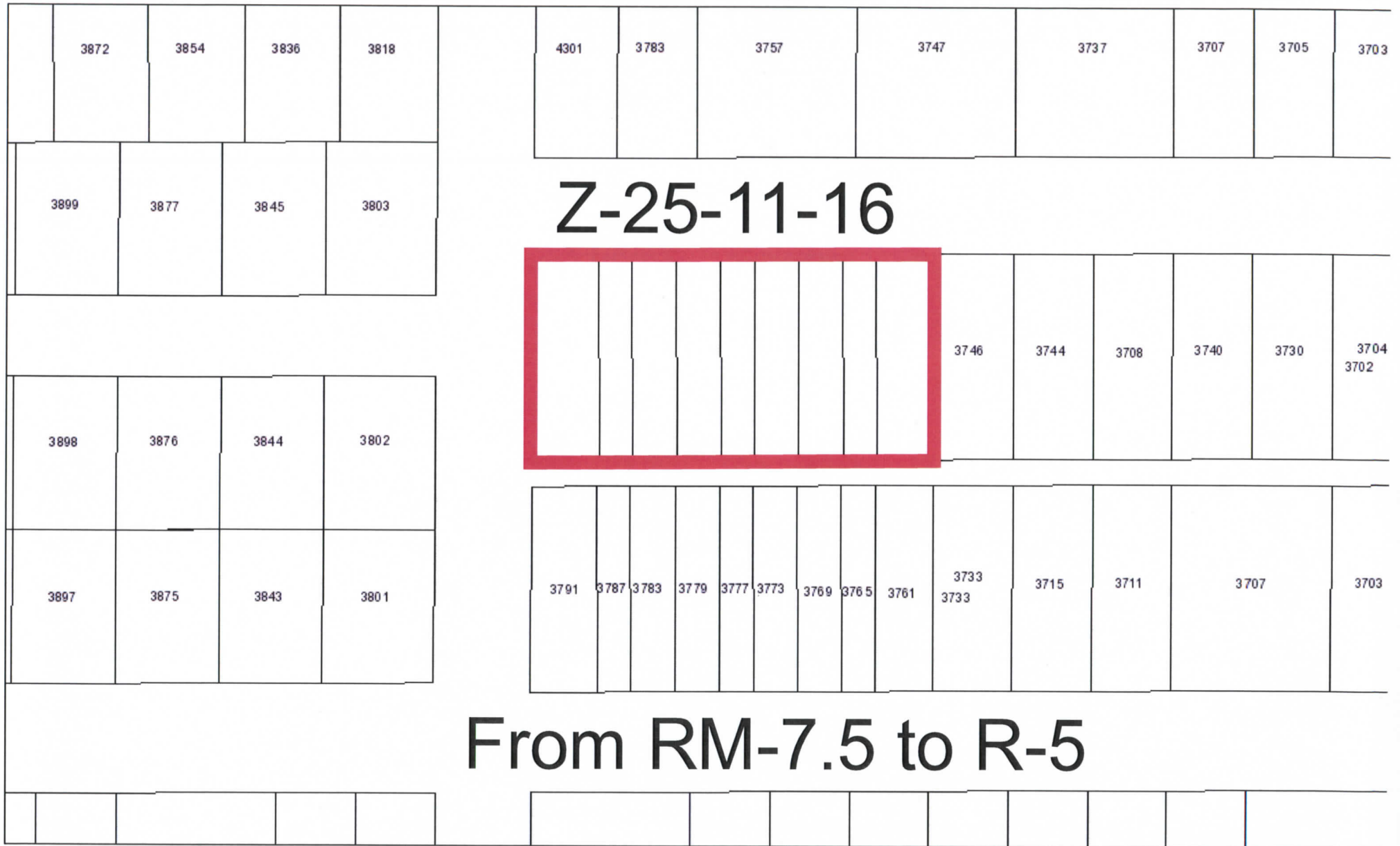
Parcels

Site Address



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the User Community

Pinellas County DRS



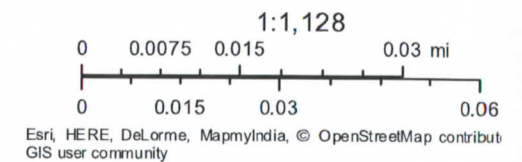
Z-25-11-16

From RM-7.5 to R-5

September 21, 2016

Parcels

Site Address



1. Owner: Habitat for Humanity of Pinellas County, Inc.
Mailing Address: 13355 49th St N
City: Clearwater State: FL Zip Code: 33762 Daytime Phone: (727) 536-4755
Email: _____

2. Representative's Name: Ken Rush, C.O.O.
Company Name: Habitat for Humanity of Pinellas County, Inc.
Mailing Address: 13355 49th St. N
City: Clearwater State: FL Zip Code: 33762 Daytime Phone: (727) 536-4755 x210
Email: construction@habitatpinellas.org

3. Disclosure information (This information must be supplied pursuant to County Ordinance No. 74-15):

- A. If the owner is a corporation, partnership, or trust, list all persons (i.e. partners, corporate officers, all members of the trust) who are a party to such as well as anyone who may have a beneficial interest in the property which would be affected by any ruling on their application.

This property is in a land trust w/ Pinellas Community Housing Foundation Inc as trustee of Haven Ridge Townhomes Land Trust.

Corporate officers: Jason Clement, Chair John Nicely, Vice Chair

Matt Frey, Treasurer Scott Daigle, Secretary Michael Sutton, CEO

Specify interest held: _____

- B. Is there an existing contract for sale of subject property: _____ Yes ☒ No
If yes, list names of all parties to the contract including all partners, corporate officers, and members of any trust:

Is contract conditional or absolute? _____ Conditional _____ Absolute

- C. Are there any options to purchase on subject property? _____ Yes ☒ No
If so, list names of all parties to option including all partners, corporate officers and members of any trust:

4. This hearing is being requested to consider: rezoning to R-5

5. Location of subject property (street address): 0 43rd Ave N.

6. Legal Description of Property: (attach additional documents if necessary)
Lots 1-9, Block 2, Haven Ridge Townhomes, According to the map or plat thereof
as recorded in plat book 133, pages 49 and 50, of the Public records of Pinellas County, Florida.

7. Size of Property: 126.9 feet by 252.39 feet, 0.735 acres

8. Present zoning classification: RM-7.5

9. Present Land Use Map designation: vacant PUD

10. Date subject property acquired: 12/17/2009

11. Existing structures and improvements on subject property:

sewer infrasture on site. underground electric pre paid subdivision

12. Proposed structures and improvements will be:

six (6) single family residences

13. I/We believe this application should be granted because (include in your statement sufficient reasons in law and fact to sustain your position.) (If this request is for a determination of Vested Rights/Appeal Determination, applicants are advised to review the procedural and substantive requirements of Pinellas County Ordinances 89-32 and 89-69) (Attach a separate sheet if necessary).

See attached

14. Has any previous application relating to zoning or land use on this property been filed within the last year?
Yes ☒ No ☐ When? _____ In whose name? _____

Briefly state the nature and outcome of the hearing:

15. Does applicant own any property contiguous to subject property? _____ Yes ☒ No
If so, give complete legal description of contiguous property:

16. The following data and exhibits must be submitted with this application and they become a permanent part of the public records:

- ☒ a) Plat, if it will have particular bearing on the subject application.
- ☐ b) Certification of Ownership: submit a certificate of a duly licensed title or abstract company, or a licensed attorney-at-law, showing that each applicant is the present title holder of record.
(Warranty deeds, title insurance documents, tax receipts, etc. are not acceptable as proof of ownership.)
- ☒ c) Preliminary site plan will be required for conditional use applications only (as specified in the Zoning Ordinance, Section 605.301 - see attached).

CERTIFICATION OF OWNERSHIP

I hereby certify that I have read and understand the contents of this application, and that this application together with all supplemental data and information is a true representation of the facts concerning this request, that this application is made with my approval, as owners and applicant, as evidenced by my signature appearing below. It is hereby acknowledged that the filing of this application does not constitute automatic approval of the request and further that if the request is approved, I will obtain all necessary permits and comply with all applicable orders, codes, conditions and rules and regulations pertaining to the use of the subject property, while under my ownership. I am aware that attendance by me or my authorized representative at all public hearings relative to this request is required and that failure to attend may result in a denial of the request. It shall be my responsibility to determine time and location of all hearings.



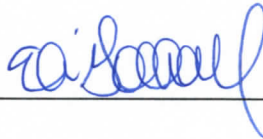
***Signature of Owner or Trustee

Date: September 15, 2010

STATE OF FLORIDA, COUNTY OF PINELLAS

Before me this 15th day of September, 20 10

personally appeared Michael Sutton
who, being duly sworn, deposes and says that the above is a true and correct certification.



(signature) NOTARY PUBLIC



Erin Gomell
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF904247
Expires 7/28/2019

(seal)

***Applications which are filed by corporations must bear the seal of the corporation over the signature of an officer authorized act on behalf of the corporation (Please note question #3).

13. Habitat for Humanity of Pinellas County is requesting a rezoning of the vacant parcels at 43rd Ave N and 38th Street N from RM-7.5 to R-5 in order to fulfill our obligations to the Pinellas County BOCC. The typical Habitat homeowner candidate comes from multifamily housing and is principally looking to own their own single family home. Because of this, we have found it challenging to find homebuyers for these townhome units in this location. Habitat Pinellas has found that it is more affordable to provide housing in the single family detached type, thus creating a more desirable option for homeowner selection and overall cost savings allowing us to continue to provide more affordable housing opportunities throughout the county. We would like to rezone, and consequently replat, the property to allow for six (6) single family residences for which we can easily find homebuyers, thus fulfilling our obligations to the BOCC.

ATTORNEY'S OPINION OF TITLE TO REAL PROPERTY

September 19, 2016

Sarah Arnold,
Site Project Manager
Habitat for Humanity of Pinellas County Inc.
13355 49th Street N
Clearwater, FL 33762

Re: Lots 1 through 9, inclusive, Block 2, HAVEN RIDGE TOWNHOMES, according to the map or plat thereof as recorded in Plat Book 133, Page 49 of the Public Records of Pinellas County, Florida.

Dear Ms. Arnold:

Pursuant to your request, I have examined the title for the above referenced real property. The information obtained for my examination was obtained from a search of the Public Records of Pinellas County, Florida by FIRST AMERICAN TITLE INSURANCE COMPANY, and by my own review of the public records and documents produced during the search.

According to my review, the property is owned and encumbered as follows:

Pinellas Community Housing Foundation, Inc., as Trustee under the Pinellas County Community Housing Program Land Trust-Haven Ridge Townhomes, dated July 7, 2009 is currently the owner, in fee simple, of the *real property only* described as:

Lots 1 through 9, inclusive, Block 2, HAVEN RIDGE TOWNHOMES, according to the map or plat thereof as recorded in Plat Book 133, Page 49 of the Public Records of Pinellas County, Florida., subject to the mortgage described below; and

Habitat for Humanity of Pinellas County, Inc., a Florida not-for-profit corporation, is the owner, in fee simple, of *only the Improvements and Personal Property constructed or located on the real property* described herein above; and

Both real property and all improvements are subject to a first **Mortgage** in the original principal sum of **\$1,696,577.00**, executed by Contemporary Housing Alternatives of Florida, Inc. (Agency), a Florida Not-Profit Corporation and Community Housing Development Organization (CHDO) **in favor of Pinellas County, a political subdivision of the State of Florida**, by and through the Pinellas County Board of County Commissioners, in care of the Housing Development Program Administrator, recorded in Book 16096, Page 2284, as modified by document recorded in Book 18426, Page 2159 and Book 16789, Page 2446.

According to my best information and belief, it will be necessary for Pinellas Community Housing Foundation, Inc., as Trustee, and Habitat for Humanity of Pinellas County, Inc. to **both** execute any deeds or other documents required for transferring fee simple title to both improvements and land. It may also be necessary for Habitat for Humanity of Pinellas County, Inc. to execute a bill of sale for any personal property transferred.

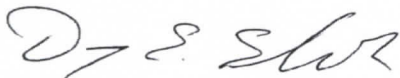
In addition, in order to insure title for a sale to a third party, the insurance underwriter will require that a Certification of Trust pursuant to Section 736.1017, F.S., is executed by the Trustee or, if more than one Trustee, each Co-Trustee of the Pinellas County Community Housing Program Land Trust-Haven Ridge Townhomes, dated July 7, 2009.

Further, both the president of Pinellas Community Housing Foundation, Inc. and Habitat for Humanity of Pinellas County, Inc., (or other officer with appropriate authority and corporate seal), must execute the documents on behalf of the corporations.

Finally, depending on who executes the title documents for the corporations, it may be that a corporate resolution authorizing that individual to sign on behalf of the corporation will be required.

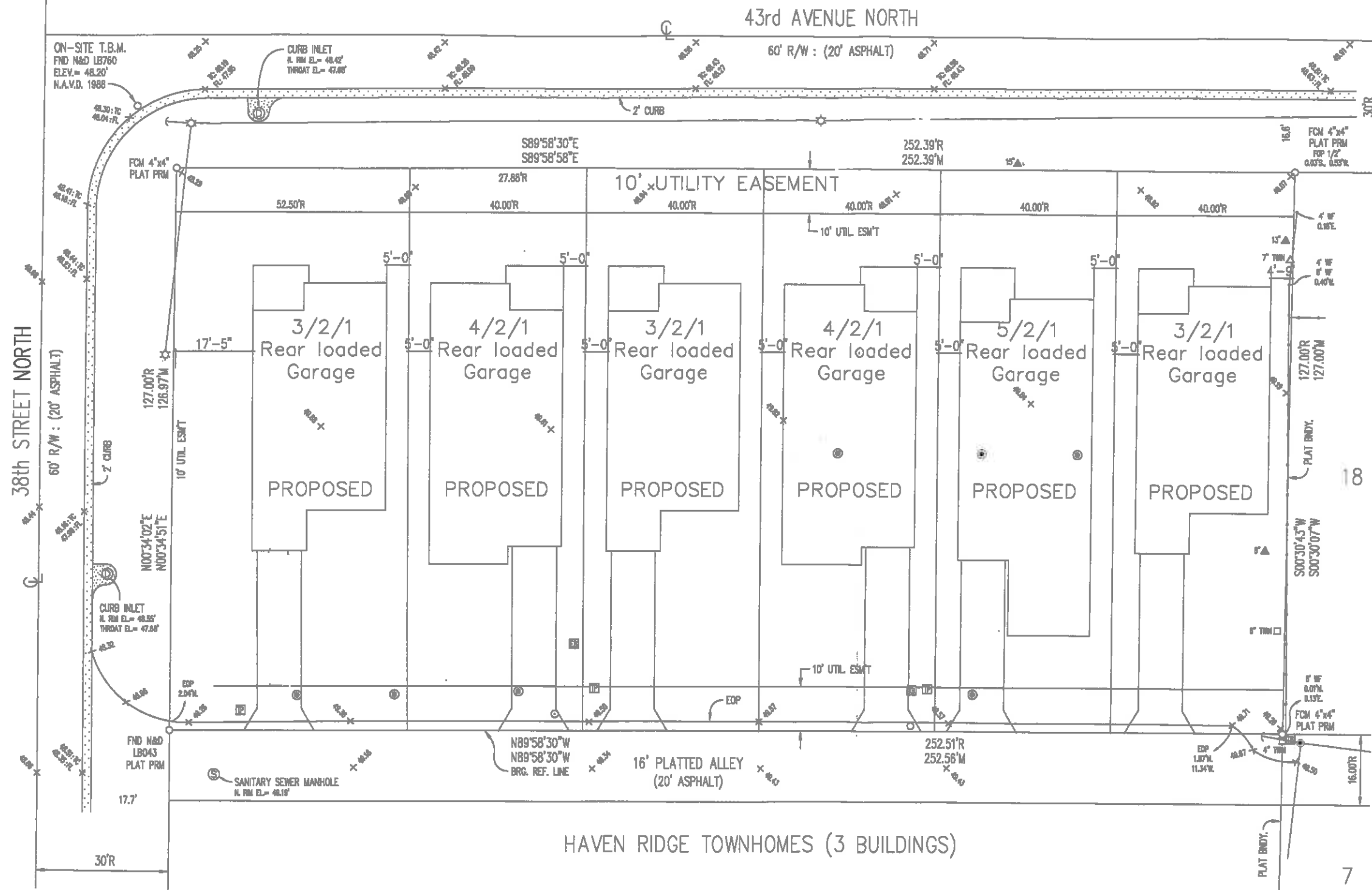
Please don't hesitate to contact me if you require any additional information.

Sincerely,

A handwritten signature in cursive script, appearing to read "D. Eskanos".

Danny Eskanos, Esq.

Proposed Site Plan

REINHARDT SUBDIVISION
PLAT BOOK 24, PAGE 39

LEGEND

- ⊙ - BASKETBALL POLE
- ⊞ - ELECTRIC BOX
- + 0.00 - ELEVATION
- ☆ - LIGHT POLE
- - POWER POLE
- Ⓢ - SANITARY SEWER MANHOLE
- Ⓢ - SEWER CLEAN OUT
- Ⓢ - STORM SEWER MANHOLE
- ☎ - TELEPHONE BOX
- Ⓢ - TELEPHONE PEDESTAL
- ⌚ - GUY WIRE
- - OVERHEAD WIRES
- 00' □ - MIMOSA
- 00' △ - OAK
- 00' ▲ - PALM



HAVEN RIDGE SUBDIVISION – PROPOSED SITE PLAN (6 DETACHED HOMES WITH REAR LOADED GARAGE)