

Prepared by: Duke Energy Florida, LLC
Return To: Duke Energy Florida, LLC
Attn: Irma Cuadra
452 E Crown Point Rd
Winter Garden, Florida 34787

Parcel # 17-30-17-28566-003-0010

Vacate: San Merino Blvd.
10900 Gandy Blvd. N.
St. Petersburg, FL 33702

EASEMENT

State of Florida
County of Pinellas

THIS EASEMENT ("**Easement**") is made this th 20 day of January 2023 from **NORMAN W. BOND AND BRENDA B. BOND as Co-Trustees of THE BOND FAMILY TRUST DATED APRIL 16, 2014** ("**Grantor**", whether one or more), to **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, Post Office Box 14042, St. Petersburg, FL 33733 ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described FLORIDA RIVIERA PLAT 5 SEC D BLK 3, LOTS 1 TO 22 & ALL OF VAC PLAZA RIVIERA R/W LYING NE'LY OF SD LOTS TOGETHER WITH SW'LY 185FT OF BLK 7 TOGETHER WITH THAT VAC W'LY 40FT OF RIVIERA BLVD (AKA SNUG HARBOR RD) LYING NE'LY OF SE'LY 51FT OF BLK 7 & LYING NE'LY OF VAC PLAZA RIVIERA R/W & LYING NE'LY OF NW'LY 110FT OF BLK 3 PER O.R. 6012/1763, 6157/923 & 16312/204 TOGETHER WITH NE'LY 1/2 OF VAC SAN MERINO BLVD LYING SW'LY OF W'LY 185FT OF BLK 7 & LYING SW'LY OF VAC PLAZA RIVIERA R/W & LYING SW'LY OF NW'LY 15FT OF LOT 1 BLK 3 PER O.R. 18564/1281 ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed at mutually agreeable locations over, under, across, through the following described Right Of Way:

That Easterly half of San Merino Boulevard, a 60.00 feet Right Of Way, lying between Gandy Boulevard to the North and Ricardo Place to the South all lying and being in Section 17, Township 30 South, Range 17 East, Pinellas County Florida and being more particularly described as follows: Begin at the Southwesterly corner of Lot 1, Block 7, FLORIDA RIVIERA Section D PLAT NO. 5, according to the Plat thereof as recorded in Plat Book 17, Page 37, of the Public Records of Pinellas County, Florida; thence South 72°44'00" West, a distance of 30.00 feet to a point on the centerline of San Merino Boulevard, a 60.00 foot Right Of Way; thence along said centerline of San Merino Boulevard North 17°16'00" West, a distance of 105.00 feet; thence North 72°44'00" East, a distance of 30.00 feet; thence along the Westerly boundary line of Lot 1, block 7, of said subdivision and the Westerly Right Of Way of San Merino Boulevard; South 17°16'00" East, a distance of 105.00 feet to the POINT OF BEGINNING. Said parcel containing 3150.00 square feet and 0.07 acres more or less. Being more particularly as described on the accompanying sketch of description drawn by Errol A. Ayuso, dated August 28, 2017, File # 160146P12Vac2, attached hereto and by this reference made a part hereof to accommodate present and future development, (hereinafter referred to as the "Easement Area").

THE PURPOSE OF THIS EASEMENT IS TO GRANT TO GRANTEE EASEMENT RIGHTS OVER THAT PORTION OF RIGHT-OF-WAY DESCRIBED IN EXHIBIT A IN CONNECTION WITH PINELLAS COUNTY'S VACATION OF THAT PORTION OF RIGHT-OF-WAY AND GRANTOR'S ATTENDANT ACQUISITION OF FEE TITLE OWNERSHIP THEREOF.

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights

granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.

8. Grantee may increase or decrease the voltage and change the quantity and types of Facilities.
9. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
10. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 20th day of JANUARY, 2023.

Witnesses:

[Signature]
(Witness #1)
Printed Name: William Rodriguez

[Signature]
(Witness #2)
Printed Name: Robert R. Day

Deceased
Norman W. Bond, Trustee

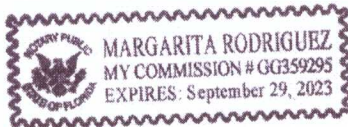
Brenda B. Bond
Brenda B. Bond, Trustee

Grantor(s) Mailing Address:
10900 Gandy Boulevard N
St. Petersburg, Florida 33702

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of JANUARY, 2023 by Norman W. Bond and Brenda B. Bond, Trustees of THE BOND FAMILY TRUST DATED APRIL 16, 2024, who are personally known to me or have produced _____ as identification.

Notary Public: Margarita Rodriguez
Printed/ Typed Name: MARGARITA Rodriguez
Commission Expires: September 29, 2023



This instrument prepared by Manny R. Vilaret, Esquire, 10901 Danka Circle Suite C, St. Petersburg, FL 33716.