



North

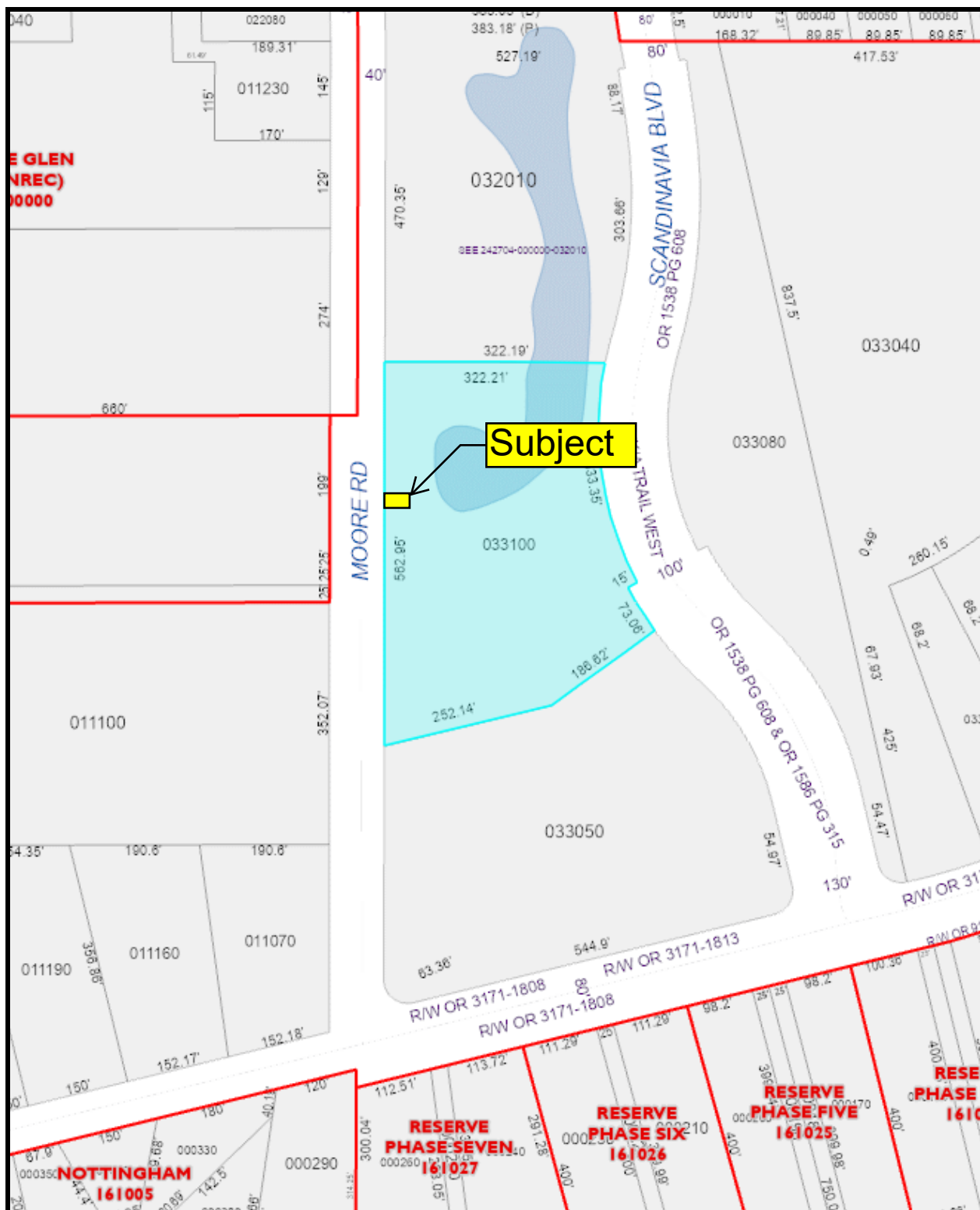
Subject Area



Section 9,
Township 27 South,
Range 24 East



SECTION 09, TOWNSHIP 27 SOUTH, RANGE 24 EAST



This instrument prepared by
(and after recording return to):
City of Lakeland Department of Electric Utilities
501 E. Lemon Street, Mail Code: LE-ROW
Lakeland, Florida 33801
By: Kris Hayes
Water Project Number: 2021-12-010D
ROW Tracking Number: 006_25

Space above this line for recorder's use only

EASEMENT

THIS EASEMENT is made this 3rd day of June 2025, between **POLK COUNTY**, a political subdivision of the State of Florida, as Grantor, and the **CITY OF LAKELAND, FLORIDA**, as Grantee.

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors, and assigns, a non-exclusive perpetual easement in, upon, and through the following land (the "Easement Area") located in Polk County, Florida and described on the attached Exhibit "A" for the sole purpose of establishing and maintaining public wastewater utilities (the "Equipment"). The Grantee is hereby granted the right, privilege, and authority to enter onto the Easement Area to (i) construct, install, remove, maintain, replace, and repair its Equipment as necessary, and (ii) to trim and remove the roots of trees, shrubs, bushes, and plants located within the Easement Area that in the reasonable opinion of the Grantee, may adversely affect the operation of the Equipment.

The rights and easement herein granted are nonexclusive and the Grantor reserves the right to (i) utilize the Easement Area for any purpose it desires including, but not limited, to paving and constructing improvements within the Easement Area, provided that the Grantor's use shall not unreasonably interfere with the rights granted to Grantee herein; and (ii) grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or unreasonably conflict with the rights granted to the Grantee by this Easement.

Upon Grantee's installation, improvement, maintenance, alteration, repair, rebuild, relocation or removal of its Equipment within the Easement Area, the Grantee shall, at its own cost and expense, restore the Easement Area to as near as practicable the condition which existed immediately prior to the execution of this Agreement and prior to the commencement of any such work or activity, with the exception of normal wear or tear. The Grantee shall maintain all its Equipment located within the Easement Area in a safe, neat and orderly condition.

If at any time the Grantee, its successors or assigns, abandons the use of the Easement Area for any reason whatsoever, then within a reasonable time thereafter the Grantee shall release and convey to the Grantor, its successors and assigns, all rights granted pursuant to this Easement.

This Easement is granted solely for the purpose of establishing and maintaining public wastewater utilities. The easement granted to the Grantee shall not be used to provide service to any other property or to install any other utility or other service.

All covenants, terms, provisions and conditions stated in this Easement shall inure, extend, and obligate the parties' respective successors, lessees, and assigns.

IT IS EXPRESSLY COVENANTED AND AGREED that this Easement agreement does not convey the fee simple title to the Easement Area but is only an easement for the use thereof and for the purpose herein stated.

Grantor covenants with the Grantee that it is lawfully seized of the Easement Area and that it has good right and lawful authority to grant this Easement.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its proper officer(s) thereunto duly authorized on the day and year first above

**Signed, sealed, and delivered
in the presence of:**

Polk County, a political subdivision
of the State of Florida

Witness as to all Signatories
Print Name _____
Address _____

By: _____
T.R. Wilson
Address 330 W. Church Street
Bartow, FL 33830
Its: Chairman

Witness as to all Signatories
Print Name _____
Address _____

(Name and address of two witnesses required - must be legibly printed)

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date Signed By Chairman _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by T.R. Wilson, Chairman Board of County Commissioners, who is ☐ personally known to me or ☐ has produced _____ as identification and who executed the foregoing instrument for the purposes expressed therein as the Chairman of the Polk County Board of County Commissioners.

(AFFIX NOTARY SEAL)

Signature of Notary Public
Print Name _____
My Commission Expires: _____
Address _____

Exhibit "A"

Project Name: MOORE ROAD FIRE STATION
Tax Folio Number: 242709-000000-033100

Project Number: 7409E25-1

DESCRIPTION

A parcel of land being a portion of the Northwest 1/4 of Section 09, Township 27 South, Range 24 East, Polk County, Florida, being described as follows:

Commence at the Northwest corner of said Section 9; thence South 89°48'18" East, along the North line of said Section 9, a distance of 40.00 feet to the East right-of-way line of Moore Road as described in Official Records Book 1309, Page 14, Public Records of Polk County, Florida; thence South 00°05'30" West, along said East right-of-way line, 673.71 feet to the **Point of Beginning**; thence continue South 00°05'30" West along said East right-of-way line, 14.17 feet; thence South 89°55'20" East, 35.25 feet; thence North 00°00'00" East, 14.18 feet; thence North 89°56'33" West, 35.22 feet to said **Point of Beginning**.

Containing 500 square feet, more or less.

SHEET 1 OF 2

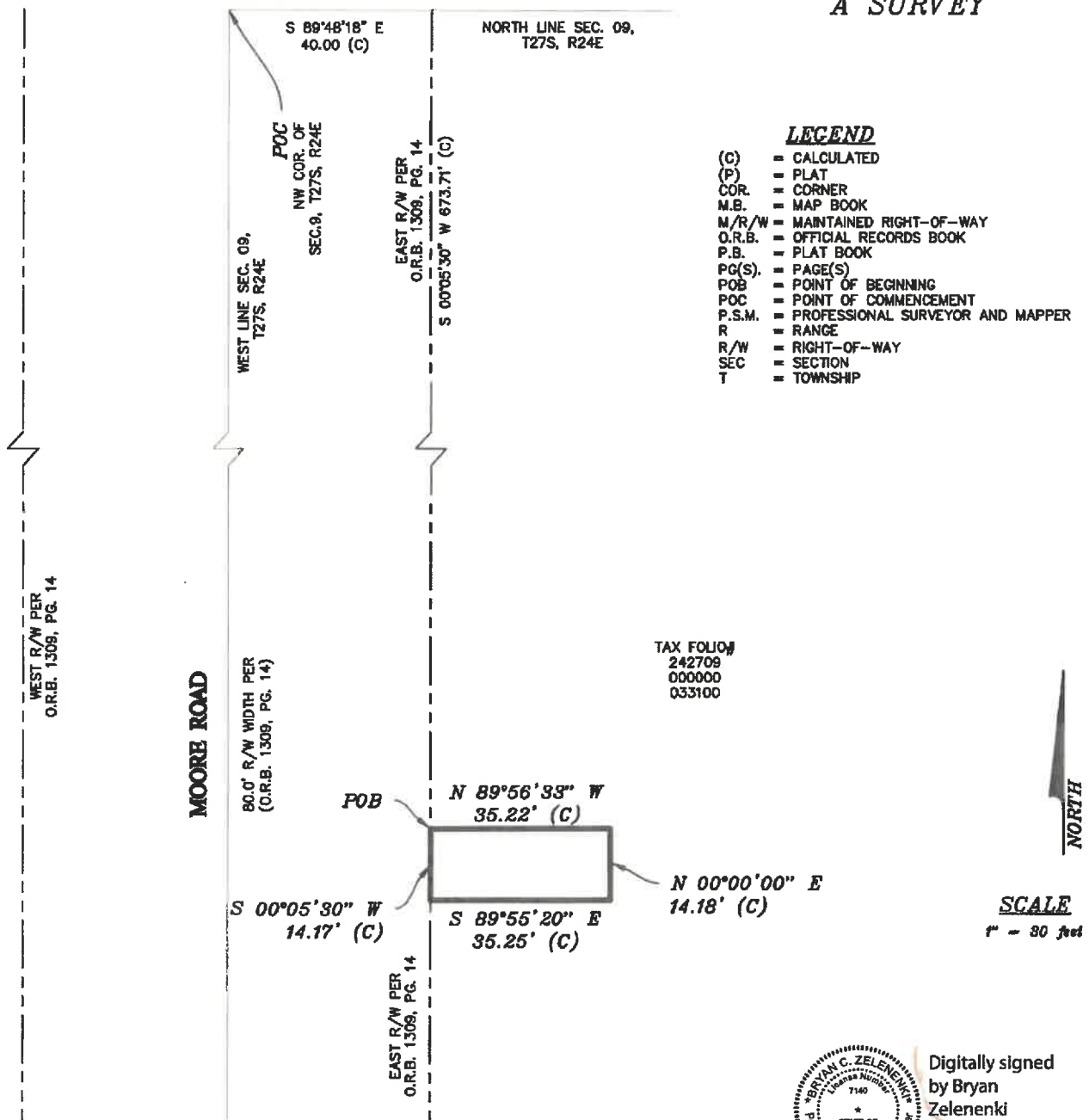
FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

**THIS IS NOT
A SURVEY**

LEGEND

- (C) = CALCULATED
(P) = PLAT
COR. = CORNER
M.B. = MAP BOOK
M/R/W = MAINTAINED RIGHT-OF-WAY
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG(S). = PAGE(S)
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
R = RANGE
R/W = RIGHT-OF-WAY
SEC = SECTION
T = TOWNSHIP



SURVEYOR'S NOTES.

BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

SEE SHEET 1 OF 2 FOR DESCRIPTION.

DATE
02/12/25



Digitally signed
by Bryan
Zelenenki
Date: 2025.02.13
08:00:43 -05'00'

BRYAN C. ZELENENKI, P.S.M.
FLORIDA REGISTRATION #7140
SURVEYING AND MAPPING SECTION

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

DESCRIPTION SKETCH
LOCATED IN SECTION 09,
TOWNSHIP 27 SOUTH, RANGE 24
EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE

3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880

PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No. 2 of 2	Drawn by: BCZ	Checked by: JRN	Check Date: 02/13/25
Parcel Number: N/A	PREPARED FOR: REAL ESTATE SERVICES		File Name: 7409E25-1

