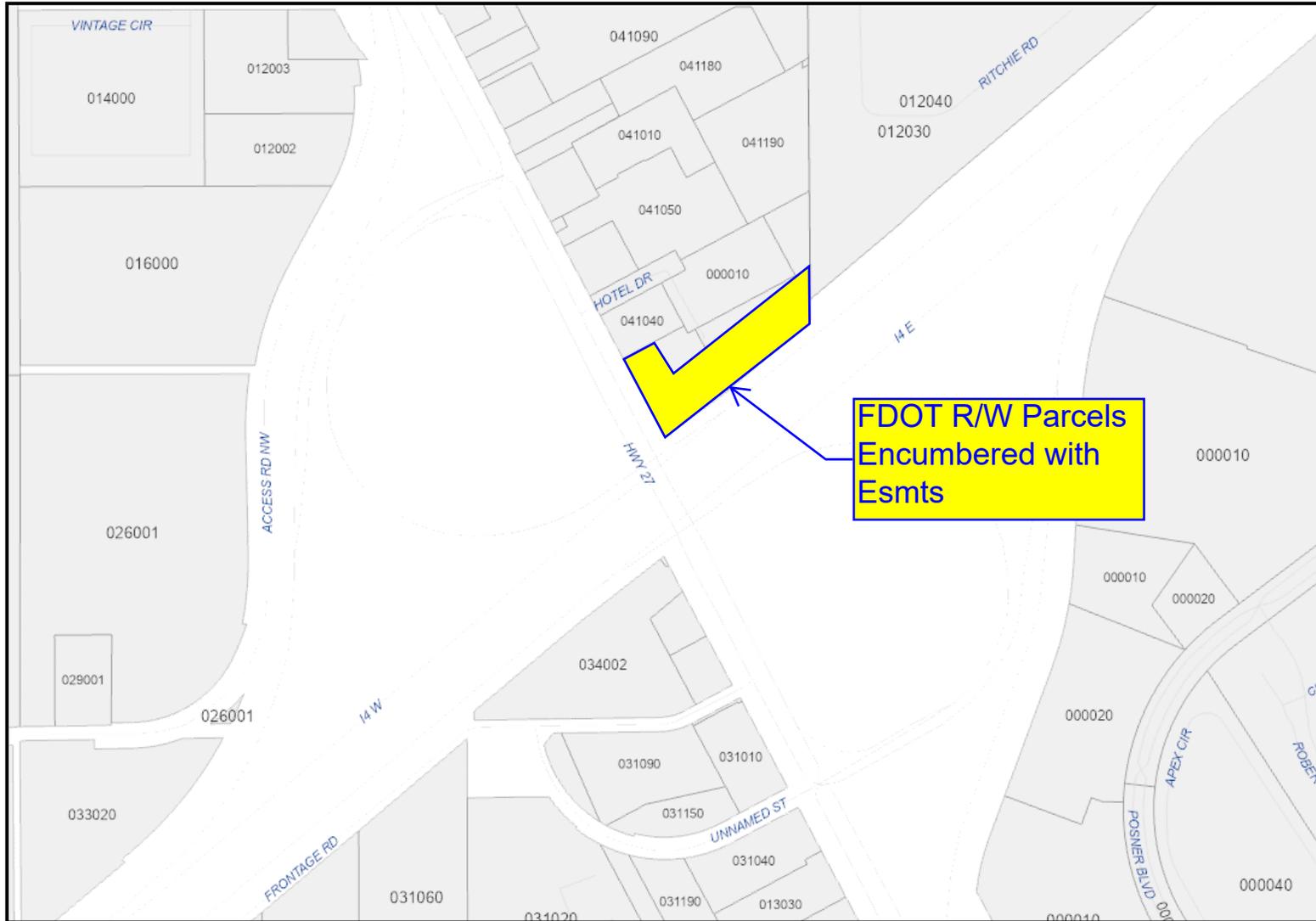






## SECTION 7, TOWNSHIP 26 SOUTH, RANGE 27 EAST



23-UTL.02-05/09

Date: November 25, 2025  
This instrument prepared  
under the direction of:  
Angela D. Tucker, Chief Counsel  
Post Office Box 1249  
Bartow, Florida 33831-1249  
Department of Transportation

F.P. NO. 2012103 & 2012106  
PARCEL 104.7  
SECTION 16320-000  
STATE ROAD 400 (I-4)  
COUNTY Polk

### **SUBORDINATION OF COUNTY UTILITY INTERESTS**

THIS AGREEMENT, entered into on the date executed by the State of Florida Department of Transportation District One Secretary or their Designee, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, whose post office address is: Post Office Box 1249, Bartow, Florida 33831-1249 and POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, Utility Agency Organization, hereinafter called the Utility.

#### **WITNESSETH:**

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and FDOT agree as follows:

Utility hereby subordinates to the interest of FDOT, its successors, or assigns, any and all of its interest in the lands as follows, viz:

**SEE EXHIBIT "A"**

**RECORDED**

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Polk County Utilities Easement (Corporate)	03-31-09	Kismet Development, LLC / Kismet II, LLC	POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA	OR 7850 PG 1929
Polk County Utility Easement	04-23-08	Kismet Development, LLC, a Florida Limited Liability Company	POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA	PB 150 PG 19

PROVIDED that the Utility has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT's current minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.
4. To the extent provided by Florida law, the Utility agrees to repair any damage to FDOT facilities resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above. The Utility also agrees to indemnify the FDOT against any loss or damage resulting from the negligent or wrongful acts or omissions of any officers, agents, or employees of the Utility while exercising its rights outlined in paragraphs 1 and 3 above. The foregoing indemnification shall not constitute a waiver of the FDOT's or Utility's sovereign immunity beyond the limits set forth in Florida Statutes,

Section 768.28, nor shall the same be construed to constitute agreement by Utility to indemnify the FDOT for the negligent acts or omissions of the FDOT, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by the Utility to be sued by third parties in any manner arising out of this Agreement. Additionally, the Utility shall require all Utility contractors and subcontractors who conduct operations within the boundaries of the lands described in Exhibit 'A' for the benefit of Utility to indemnify and hold FDOT harmless.

5. The FDOT agrees to repair any damage to County facilities resulting from the FDOT's use of lands described in Exhibit 'A'.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

WITNESSES

\_\_\_\_\_(SEAL)

\_\_\_\_\_  
Legibly Print/Type Name

\*Witness Mailing Address:

Post Office Box 1249 \_\_\_\_\_

Bartow, Florida 33831-1249 \_\_\_\_\_

\_\_\_\_\_(SEAL)

\_\_\_\_\_  
Legibly Print/Type Name

\*Witness Mailing Address:

Post Office Box 1249 \_\_\_\_\_

Bartow, Florida 33831-1249 \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION

By: \_\_\_\_\_

District Secretary/Designee for  
District One

Post Office Box 1249 \_\_\_\_\_

Bartow, Florida 33831-1249 \_\_\_\_\_

Legal Review:

\_\_\_\_\_  
Department Attorney

*\*In accordance with Florida Statute 695.26, effective Jan. 1, 2024, names and addresses of witnesses must be legibly printed, typed or stamped for the clerk of the court to accept this document for recording.*

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_physical presence or \_\_\_online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ Corporation, on behalf of the Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Name: \_\_\_\_\_ Notary Public in and for the County and State last aforesaid. My Commission Expires: \_\_\_\_\_ Serial No., if any: \_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: \_\_\_\_\_(SEAL)

Name:  
Clerk(or Deputy Clerk)

\_\_\_\_\_  
Polk County, Florida  
By Its Board of County Commissioners

Martha Santiago, Ed.D (SEAL)

Name:

Its Chairperson  
(or Vice-Chairperson)

Grantor(s)' Mailing Address:

P.O. Box 9005

Drawer RE-01

Bartow, FL 33831

F.P. NO. 2012103 & 2012106  
SECTION 16320-000  
PARCEL 104

LIMITED ACCESS RIGHT OF WAY

- A) That portion of Lot C, Orlando South Development, a subdivision lying in Section 7, Township 26 South, Range 27 East, as per plat thereof recorded in Plat Book 150, Page 19, Public Records of Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 7, thence along the east line of said southwest 1/4, North 00°02'04" West a distance of 1,254.84 feet to the survey baseline of State Road 400 (I-4); thence along said survey baseline South 50°29'13" West a distance of 583.38 feet; thence North 27°35'41" West a distance of 173.48 feet to the southwest corner of said Lot C and to an intersection with the northwesterly existing Limited Access right of way line of said State Road 400 (I-4) (per section 16320-2402) and the east existing right of way line of State Road 25 (U.S. 27) (per Section 1618-203) for a POINT OF BEGINNING; thence continue along said east existing right of way line and the west line of said Lot C, North 27°35'41" West a distance of 140.46 feet; thence North 50°28'00" East a distance of 286.18 feet to a point on the east line of said Lot C also being a point on the west line of Lot D (per said plat); thence along said east line and said west line South 27°37'20" East a distance of 160.73 feet to said northwesterly existing Limited Access right of way line and to the southeast corner of said Lot C; thence along said northwesterly existing Limited Access right of way line and the south line of said Lot C, South 50°29'13" West a distance of 0.49 feet; thence continue along said northwesterly existing Limited Access right of way line and said south line, South 54°29'49" West a distance of 282.27 feet to the POINT OF BEGINNING.

Containing 42,177 Square feet

ALSO

RIGHT OF WAY

- B) That portion of Lot C, Orlando South Development, a subdivision lying in Section 7, Township 26 South, Range 27 East, as per plat thereof recorded in Plat Book 150, Page 19, Public Records of Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 7, thence along the east line of said southwest 1/4, North 00°02'04" West a distance of 1,254.84 feet to the survey baseline of State Road 400 (I-4); thence along said survey baseline South 50°29'13" West a distance of 583.38 feet; thence North 27°35'41" West a distance of 313.94 feet to a point on the east existing right of way line of State Road 25 (U.S. 27) (per Section 1618-203) and to a point on the west line of said Lot C for a POINT OF BEGINNING; thence continue along said east existing right of way line and said west line North 27°35'41" West a distance of 179.39 feet to the northwest corner of said Lot C, thence along the north line of said Lot C, North 62°22'33" East a distance of 69.62 feet; thence South 39°32'00" East a distance of 161.14 feet; thence South 50°28'00" West a distance of 105.23 feet to the POINT OF BEGINNING.

Containing 14,723 square feet

ALSO

That portion of Lot C, Orlando South Development, a subdivision lying in Section 7, Township 26 South, Range 27 East, as per plat thereof recorded in Plat Book 150, Page 19, Public Records of Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 7, thence along the east line of said southwest 1/4, North 00°02'04" West a distance of 1,254.84 feet to the survey baseline of State Road 400 (I-4); thence along said survey baseline South 50°29'13" West a distance of 583.38 feet; thence North 27°35'41" West a distance of 493.33 feet to a point on the east existing right of way line of State Road 25 (U.S. 27) (per Section 1618-203) and the northwest corner of said Lot C; thence along the north line of said Lot C, North 62°22'33" East a distance of 69.62 feet for a POINT OF BEGINNING; thence continue along said north line North 62°22'33" East a distance of 180.31 feet to the most northerly northeast corner of said Lot C and to a point on the west line of Lot A (per said plat); thence along the east line of said Lot C and said west line South 27°35'17" East a distance of 29.55 feet to the north line of said Lot C and to the southwest corner of said Lot A; thence along said north line and the south line of said Lot A North 62°22'33" East a distance of 30.02 feet to the most easterly northeast corner of said Lot C and to the northwest corner of Lot D (per said plat); thence along the east line of said Lot C and the west line of said Lot D, South 27°37'20" East a distance of 90.78 feet; thence South 50°28'00" West a distance of 180.95 feet; thence North 39°32'00" West a distance of 161.14 feet to the POINT OF BEGINNING.

Containing 26,346 square feet

Legal Description Approved by  
Wilfredo A. Alfonzo P.S.M. #7107  
On: May 29, 2024

23-UTL.02-05/09

Date: November 25, 2025  
This instrument prepared  
under the direction of:  
Angela D. Tucker, Chief Counsel  
Post Office Box 1249  
Bartow, Florida 33831-1249  
Department of Transportation

F.P. NO. 2012103 & 2012106  
PARCEL 105.7  
SECTION 16320-000  
STATE ROAD 400 (I-4)  
COUNTY Polk

### **SUBORDINATION OF COUNTY UTILITY INTERESTS**

THIS AGREEMENT, entered into on the date executed by the State of Florida Department of Transportation District One Secretary or their Designee, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, whose post office address is: Post Office Box 1249, Bartow, Florida 33831-1249 and POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, Utility Agency Organization, hereinafter called the Utility.

#### **WITNESSETH:**

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and FDOT agree as follows:

Utility hereby subordinates to the interest of FDOT, its successors, or assigns, any and all of its interest in the lands as follows, viz:

**SEE EXHIBIT "A"**

**RECORDED**

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Polk County Utility Easement	04-23-08	Kismet Development, LLC, a Florida Limited Liability Company	POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA	PB 150 PG 19
Polk County Utilities Easement (Corporate)	03-31-09	Kismet Development, LLC / Kismet II, LLC	POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA	OR 7850 PG 1929

PROVIDED that the Utility has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT's current minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.
4. To the extent provided by Florida law, the Utility agrees to repair any damage to FDOT facilities resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above. The Utility also agrees to indemnify the FDOT against any loss or damage resulting from the negligent or wrongful acts or omissions of any officers, agents, or employees of the Utility while exercising its rights outlined in paragraphs 1 and 3 above. The foregoing indemnification shall not constitute a waiver of the FDOT's or

Utility's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Utility to indemnify the FDOT for the negligent acts or omissions of the FDOT, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by the Utility to be sued by third parties in any manner arising out of this Agreement. Additionally, the Utility shall require all Utility contractors and subcontractors who conduct operations within the boundaries of the lands described in Exhibit 'A' for the benefit of Utility to indemnify and hold FDOT harmless.

5. The FDOT agrees to repair any damage to County facilities resulting from the FDOT's use of lands described in Exhibit 'A'.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

WITNESSES

\_\_\_\_\_(SEAL)

\_\_\_\_\_  
Legibly Print/Type Name

\*Witness Mailing Address:

Post Office Box 1249 \_\_\_\_\_

Bartow, Florida 33831-1249 \_\_\_\_\_

\_\_\_\_\_(SEAL)

\_\_\_\_\_  
Legibly Print/Type Name

\*Witness Mailing Address:

Post Office Box 1249 \_\_\_\_\_

Bartow, Florida 33831-1249 \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION

By: \_\_\_\_\_

District Secretary/Designee for  
District One

Post Office Box 1249 \_\_\_\_\_

Bartow, Florida 33831-1249 \_\_\_\_\_

Legal Review:

\_\_\_\_\_  
Department Attorney

*\*In accordance with Florida Statute 695.26, effective Jan. 1, 2024, names and addresses of witnesses must be legibly printed, typed or stamped for the clerk of the court to accept this document for recording.*

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_physical presence or \_\_\_online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ Corporation, on behalf of the Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Name: \_\_\_\_\_ Notary Public in and for the County and State last aforesaid. My Commission Expires: \_\_\_\_\_ Serial No., if any: \_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: \_\_\_\_\_(SEAL)

Name:  
Clerk(or Deputy Clerk)

\_\_\_\_\_  
Polk County, Florida  
By Its Board of County Commissioners

Martha Santiago, Ed.D. (SEAL)

Name:

Its Chairperson  
(or Vice-Chairperson)

Grantor(s)' Mailing Address:

P.O. Box 9005

Drawer RE-01

Bartow, FL 33831

F.P. NO. 2012103 & 2012106  
SECTION 16320-000  
PARCEL 105

LIMITED ACCESS RIGHT OF WAY

Those portions of Lots D and E, Orlando South Development, a subdivision lying in Section 7, Township 26 South, Range 27 East, as per plat thereof recorded in Plat Book 150, Page 19, Public Records of Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 7, thence along the east line of said southwest 1/4, North 00°02'04" West a distance of 1,254.84 feet to the survey baseline of State Road 400 (I-4); thence continue along said east line North 00°02'04" West a distance of 194.34 feet to the southeast corner of Lot D (per said plat) and to the northwesterly existing Limited Access right of way line of said State Road 400 (I-4) (per section 16320-2408) for a POINT OF BEGINNING; thence along the south line of said Lot D and said northwesterly existing Limited Access right of way line South 50°29'13" West a distance of 389.04 feet to the southwest corner of said Lot D and to the southeast corner of Lot C (per said plat); thence along the west line of said Lot D and the east line of said Lot C, North 27°37'20" West a distance of 160.73 feet; thence North 50°28'00" East a distance of 485.61 feet to a point on the east line of said Orlando South Development also being the east line of said southwest 1/4; thence along said east line South 00°02'04" East a distance of 203.98 feet to the POINT OF BEGINNING.

Containing 1.580 acres

ALSO

Those portions of Lots D and E, Orlando South Development, a subdivision lying in Section 7, Township 26 South, Range 27 East, as per plat thereof recorded in Plat Book 150, Page 19, Public Records of Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 7, thence along the east line of said southwest 1/4, North 00°02'04" West a distance of 1,254.84 feet to the survey baseline of State Road 400 (I-4); thence continue along said east line North 00°02'04" West a distance of 398.32 feet to a point on the east line of said Lot E for a POINT OF BEGINNING; thence South 50°28'00" West a distance of 485.61 feet to a point on the west line of said Lot D also being a point on the east line of Lot C (per said plat); thence along said west line and said east line, North 27°37'20" West a distance of 90.78 feet to the northwest corner of said Lot D and to a point on the south line of Lot A (per said plat); thence along the north line of said Lot D and said south line, North 62°22'33" East a distance of 410.00 feet to the southeast corner of said Lot A and to a point on the west line of said Lot E; thence along said west line and the east line of said Lot A, North 27°58'23" West a distance of 244.17 feet to the northwest corner of said Lot E and to the northeast corner of said Lot A; thence along the north line of said Lot E, North 62°24'59" East a distance of 189.24 feet to the northeast corner of said Lot E and to the east line of said southwest 1/4; thence along said east line South 00°02'04" East a distance of 264.71 feet to the POINT OF BEGINNING.

Containing 1.143 acres

ALSO

All of Lot B, Orlando South Development, a subdivision lying in Section 7, Township 26 South, Range 27 East, as per plat thereof recorded in Plat Book 150, Page 19, Public Records of Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest 1/4 of said Section 7, thence along the east line of said southwest 1/4, North 00°02'04" West a distance of 1,254.84 feet to the survey baseline of State Road 400 (I-4); thence along said survey baseline South 50°29'13" West a distance of 583.38 feet; thence North 27°35'41" West a distance of 668.43 feet to a point on the east existing right of way line of State Road 25 (U.S. 27) (per Section 1618-203) and to the southwest corner of said Lot B, for a POINT OF BEGINNING; thence along said east existing right of way line and the west line of said Lot B, continue North 27°35'41" West a distance of 80.00 feet to the northwest corner of said Lot B, thence along the north line of said Lot B, North 62°24'59" East a distance of 349.92 feet to the northeast corner of said Lot B; thence along the east line of said Lot B, South 27°35'43" East distance of 80.00 feet to the southeast corner of said Lot B; thence along the south line of said Lot B, South 62°24'59" West a distance of 349.92 feet to the POINT OF BEGINNING.

Containing 27,994 square feet.

Legal Description Approved by  
Wilfredo A. Alfonzo P.S.M. #7107  
On July 1, 2024