

Subject Area



Section 13,
Township 29 South,
Range 27 East

Prepared by: Duke Energy Florida, LLC
Return To: Duke Energy Florida, LLC
Attn: Land Services
2166 Palmetto St
Mail Code: CW Eng
Clearwater, Florida 33765

Parcel # 13-29-27-000000-032010

1695 Masterpiece Rd
Lake Wales, FL

EASEMENT

State of Florida
County of Polk

THIS EASEMENT (“**Easement**”) is made this ____ day of _____ 2025, from **POLK COUNTY**, a political subdivision of the State of Florida (“**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 as The East ½ of the Southeast ¼ of the Southeast ¼ of the Northwest ¼, Section 13, Township 29 South, Range 27 East, Polk County, Florida (“**Property**”).

The facilities may be underground and above ground appurtenances and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A fifteen (15) foot wide Utility Easement Area being more particularly described on the accompanying Attachment "A" Description Sketch drawn by Polk County, dated March 4, 2025, Job # 9713F25-1, attached hereto and by this reference made a part hereof.

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 Easement Area, 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. 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.
5. 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 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.
6. Grantee may increase or decrease the voltage and change the quantity and types of Facilities.
7. 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 ____ day of _____, 2025.

Witnesses:

POLK COUNTY, a political subdivision of the State of Florida

(Witness #1)

T. R. Wilson, Chairman
Board of County Commissioners

Printed Name: _____

Address: _____

Grantor(s) Mailing Address:

(Witness #2)

P.O. Box 988

Printed Name: _____

Bartow, Florida 33830

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025 by T. R. Wilson, as Chairman of the Board of County Commissioners. He/ is personally known to me or has produced _____ as identification.



Notary Public: _____

Printed/ Typed Name: _____

Commission Expires: _____

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

ATTACHMENT "A"

Project Name: Masterpiece Road
Tax Folio Number: 262717000000031010

Road Number: 971504
Project Number: 9713F25-1

DESCRIPTION

A strip of land 15.00 feet wide being a portion of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 13, Township 29 South, Range 27 East, Polk County, Florida, lying 7.50 feet each side of the following described centerline:

Commence at the southeast corner of said Northwest 1/4; thence North 00°30'48" West, along the east line of said Northwest 1/4, a distance of 21.83 feet, to the north right-of-way line of County Road 17-A (Masterpiece Road) as shown on Florida Department of Transportation Right-of-Way Map section 1667-151; thence South 89°13'33" West, along said north right-of-way line, 14.54 feet, to the west maintained right-of-way line for Big Tank Road as depicted on Map Book 28, Pages 1-6, Public Records of Polk County, Florida; thence North 00°03'06" East, along said west maintained right-of-way line, 262.83 feet, to the **Point of Beginning** of said centerline; thence along said centerline the following (3) three courses: (1) North 71°38'08" West, 89.08 feet; (2) North 75°18'51" West, 44.07 feet, (3) North 82°34'29" West, 21.00 feet, to the **Point of Terminus**. The sidelines of said strip are to be shortened or lengthened to terminate at said maintained right-of-way line.

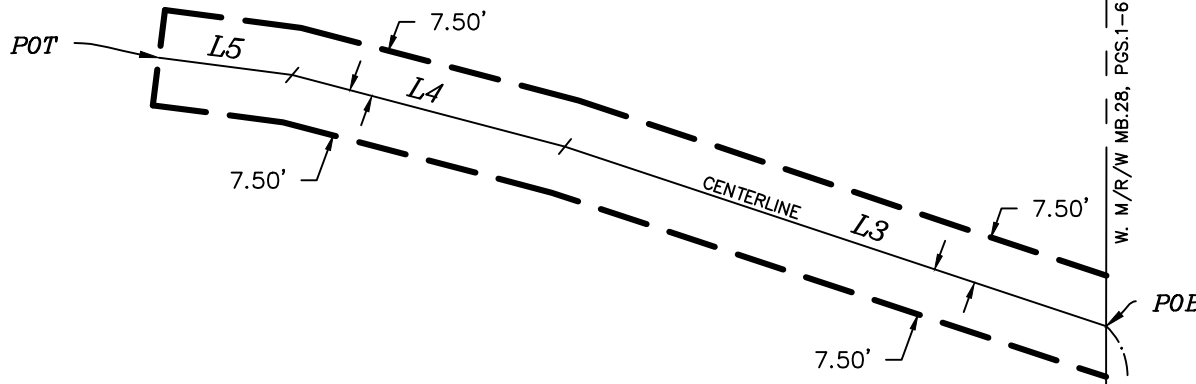
Containing 2,312.2 square feet, more or less.

SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

THIS IS NOT A SURVEY



SCALE
1" = 30 feet

NORTH

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)
- POT = POINT OF TERMINUS
- 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

Line Table		
LINE #	DIRECTION	LENGTH
L1	N 0°30'48" W	21.83'
L2	S 89°13'33" W	14.54'
L3	N 71°38'08" W	89.08'
L4	N 75°18'51" W	44.07'
L5	N 82°34'29" W	21.00'

R/W PER F.D.O.T. R/W MAP
SECTION 1667-151

(CR-17A)
MASTERPIECE ROAD

E. LINE OF THE NW
1/4, OF SEC. 13,
T29S, R27E

POC
SE COR. OF THE NW
1/4, OF SEC. 13,
T29S, R27E

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
3/4/25

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION



DESCRIPTION SKETCH
LOCATED IN SECTION 13,
TOWNSHIP 29 SOUTH, RANGE 27 EAST,
POLK COUNTY, FLORIDA.

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:

EAA

Checked by:

JRN

Drawn Date:

3/4/25

Parcel Number:

N/A

PREPARED FOR:

REAL ESTATE SERVICES

Job Number:

9713F25-1

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