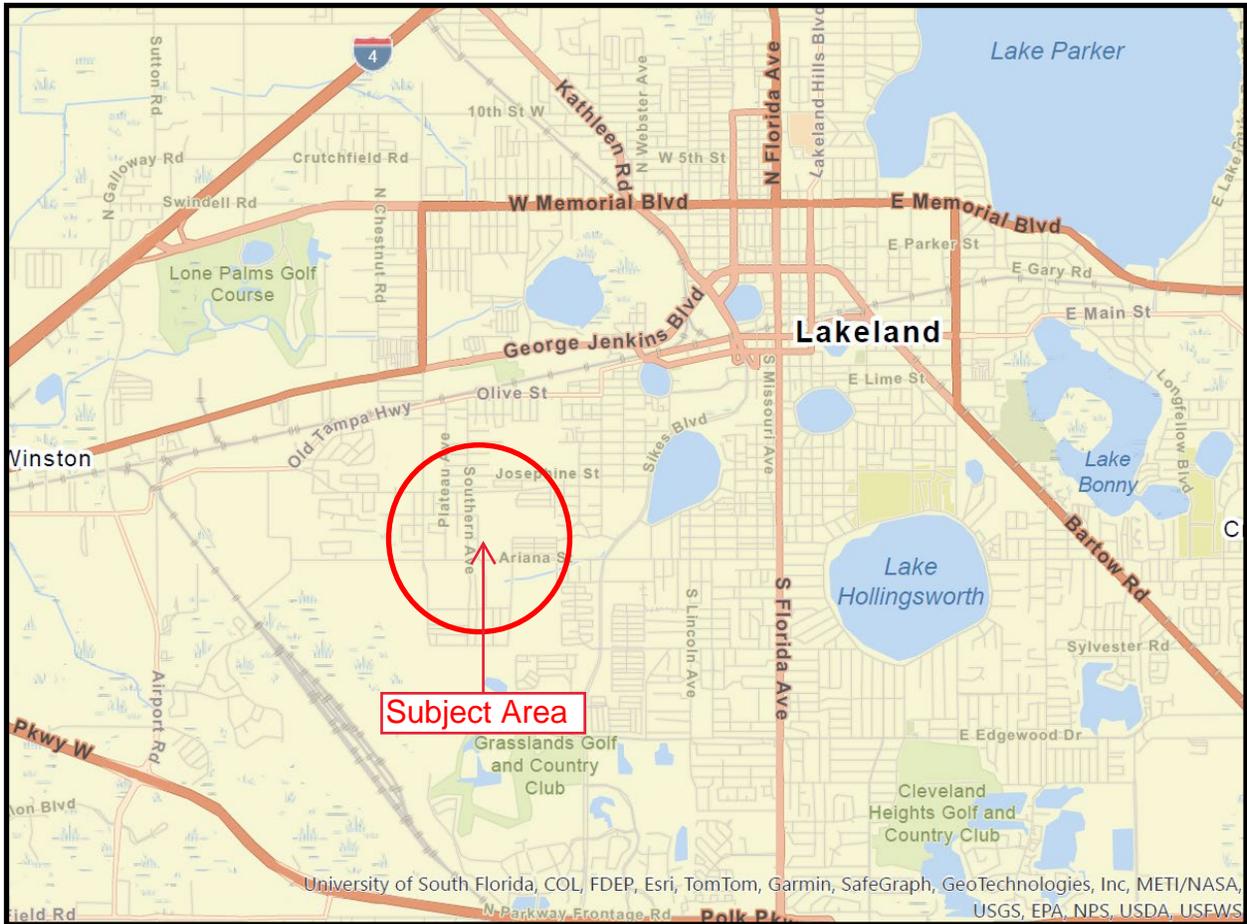




# SECTION 23, TOWNSHIP 28 SOUTH, RANGE 28 EAST



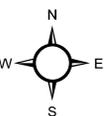
Section 23, Township 28 South, Range 23 East



All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".

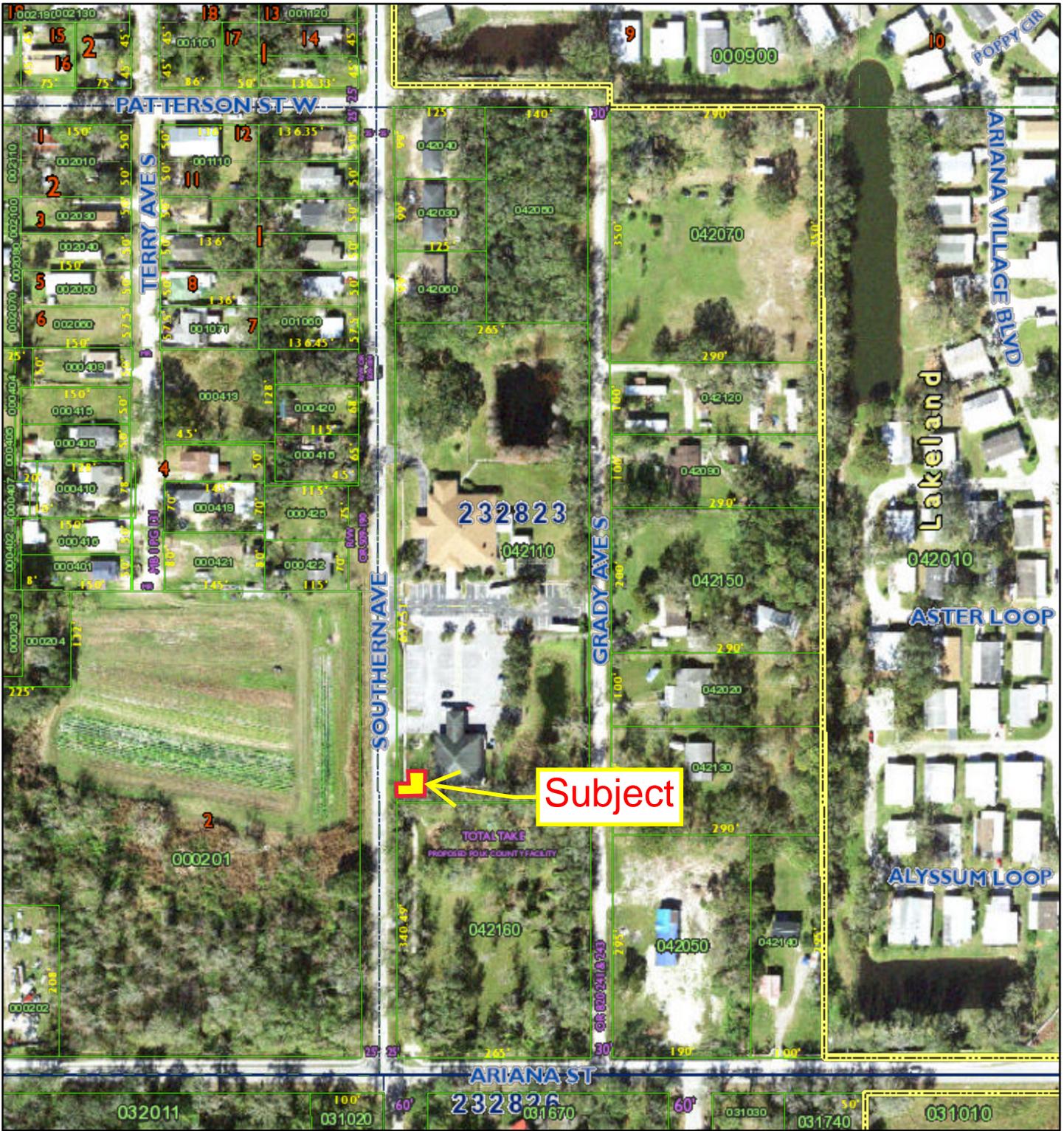


Marsha M. Faux, CFA, ASA  
Property Appraiser  
Polk County, Florida

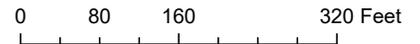


March 18, 2024

Section 23, Township 28 South, Range 23 East



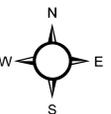
**Subject**



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Marsha M. Faux, CFA, ASA  
Property Appraiser  
Polk County, Florida



March 18, 2024

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: 2022-10-195D  
ROW Tracking Number: 021\_24

Space above this line for recorder's use only

**EASEMENT**

**THIS EASEMENT** is made this 2nd day of April 2024, between **POLK COUNTY**, a political subdivision of the State of Florida, as Grantor, and the **CITY OF LAKELAND, FLORIDA**, as Grantee.

**WITNESSETH:**

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 water 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 water 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: \_\_\_\_\_  
Board of County Commissioners  
W.C. Braswell  
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 \_\_\_\_\_, 2024, by W.C. Braswell, 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" (the "Easement Area")**

A parcel of land lying within lands described in Official Records Book 2359, Page 327, of the Public Records of Polk County, Florida, all being in Section 23, Township 28 South, Range 23 East, Polk County, Florida and being more particularly described as follows:

Commence at the Northwest Corner of the Southeast ¼ of the Southwest ¼ of said Section 23; run thence S.00°15'00"E., 297.00 feet; thence N.90°00'00"E., 25.00 feet to the Northeast corner of said lands described in Official Records Book 2359, Page 327; thence along the West boundary thereof which is also the East right-of-way line of Southern Avenue, S.00°15'00"E., 629.97 feet to the POINT OF BEGINNING; thence N.89°46'31"E., 10.69 feet; thence N.01°41'54"W., 5.68 feet; thence N.88°18'06"E., 24.12 feet; thence S.00°05'30"E., 21.30 feet; thence S.89°46'31"W., 34.61 feet to a point on said West boundary per Official Records Book 2359; Page 327 and the East right-of-way line of Southern Avenue; thence along said West boundary and East right-of-way line, N.00°15'00"W., 15.00 feet to the POINT OF BEGINNING.

Containing 663 square feet of land, more or less.

**B A S I S    O F    B E A R I N G**

Bearings are based on the Easterly right-of-way line of Southern Avenue. Said line having a described bearing of S.00°15'00"E. per Official Records Book 2359, Page 327 of the Public Records of Polk County, Florida.

**BACKFLOW EASEMENT  
SHEET 1 OF 2**

See Sheet 2 NAUS Sketch

This Survey Prepared For: *JK Consulting*

**ALAN J. NEUMOWICZ**  
 FLORIDA PROFESSIONAL SURVEYOR LICENSE NO. 6689

REVISIONS					
Description	Date	Drawn	P.C.	Job No.	

PREPARED BY: **A·J·N** SURVEYING, LLC.  
 Certificate of Authorization Number LB 7891

Specializing in:  
 BOUNDARY SURVEYS  
 TOPOGRAPHICAL SURVEYS  
 ALTA/NSPS LAND TITLE SURVEYS  
 CONSTRUCTION STAKEOUT

530 Hillside Drive  
 Auburndale, Florida 33823  
 Office: (813) 352-9483

Email: Alan@AJNSurveying.com  
 WWW.AJNSURVEYING.COM

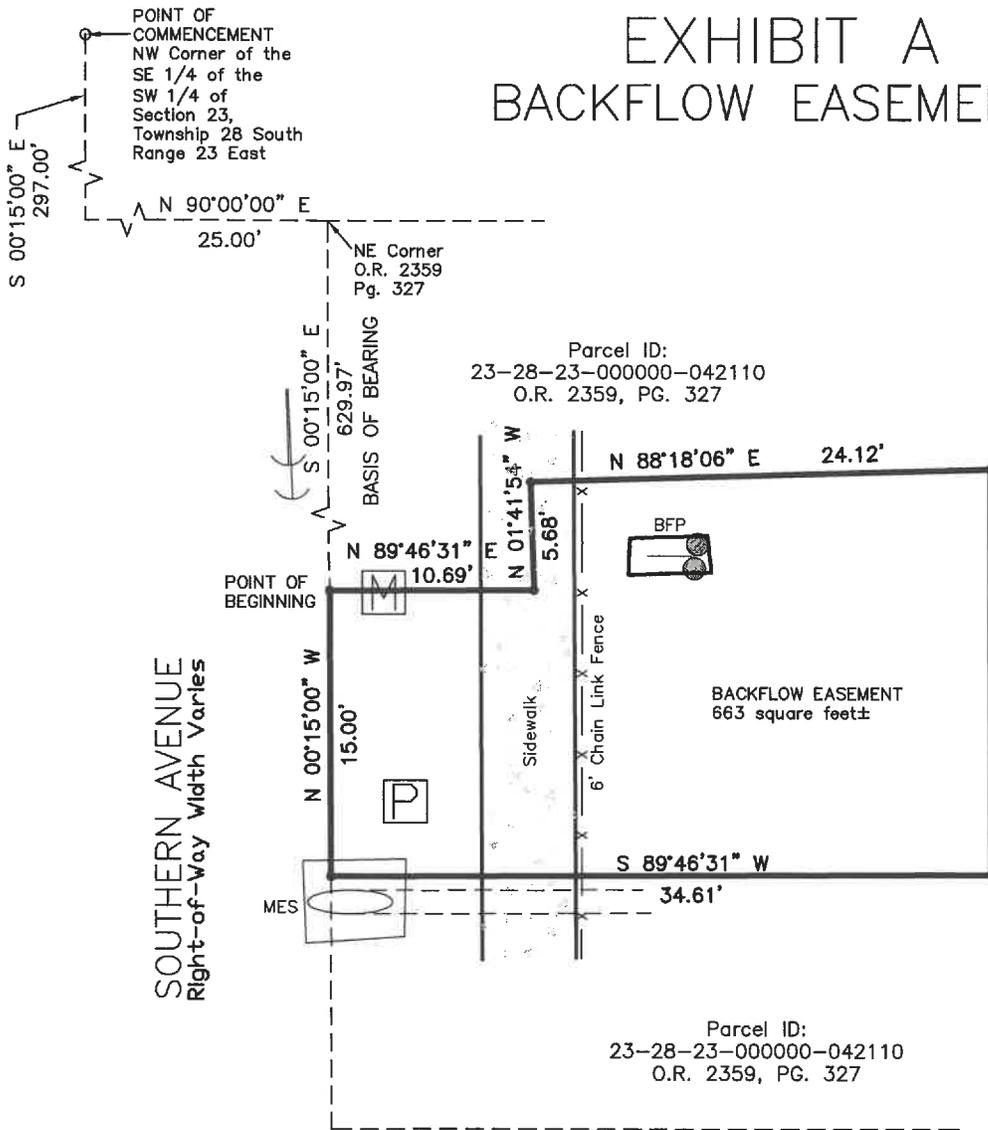
Drawn: MPC | Data File: EASEMENT | P.C.: JC  
 Date: 2-22-24 | Dwg: EASEMENT | Job No.: 24-1039

THIS SURVEY NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Section 23, Township 28 South, Range 23 East

Exhibit "A" (the "Easement Area")

# EXHIBIT A BACKFLOW EASEMENT



Scale: 1"=10'

### LEGEND

- OR — Official Records Book
- Pg — Page
- BFP — Backflow Preventer
- MES — Mitered End Section
- — Bollard
- Ⓜ — Water Meter
- Ⓟ — Telephone Riser
- ← — Guy Wire

See Sheet 1 for Description & Basis of Bearing

## BACKFLOW EASEMENT SHEET 2 OF 2

This Survey Prepared For: *JSK Consulting*

**DESCRIPTION SKETCH**  
(Not a Survey)

6689

STATE OF FLORIDA  
MAPPER

Alan Job Nbaumowicz  
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6689

REVISIONS					
Description	Date	Drawn	P.C.	Job No.	

PREPARED BY: **A·J·N SURVEYING, LLC.**  
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530 Hillside Drive  
Auburndale, Florida 33823  
Office: (813) 352-9483

Email: Alan@AJNSurveying.com  
WWW.AJNSURVEYING.COM

Drawn: MPC    Data File: EASEMENT    P.C.: JC

Date: 2-22-24    Dwg: EASEMENT    Job No.: 24-1039

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Section 23, Township 28 South, Range 23 East