

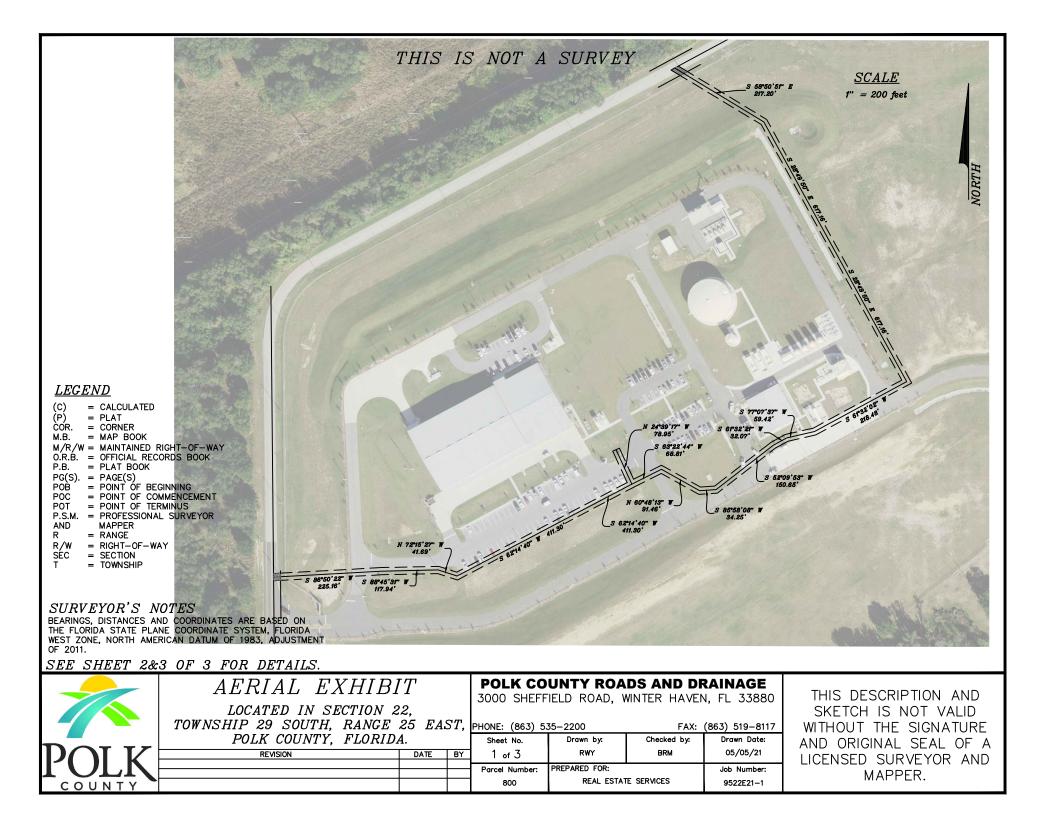
0 360 720 1,440 Feet

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

February 16, 2023



SEC. 22 TWP. 29 S. RGE. 25 E. FOLIO/PARCEL ID NO. 25-29-22-361000-000100 WR# 1482569

PREPARED BY AND RETURN TO:

Lena Kirby Real Estate Department Tampa Electric Company P.O. Box 111 Tampa, FL 33601

# EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, FL 33831 ("Grantor"), in consideration of One Dollar and other valuable considerations paid to Grantor by **TAMPA ELECTRIC COMPANY**, a Florida corporation, P.O. Box 111, Tampa, Florida 33601 ("Company"), receipt whereof is hereby acknowledged, has given and granted unto the Company, its successors and assigns, a perpetual easement over and the right to enter upon the land in Polk County, Florida, described as follows:

### See Exhibit "A" attached hereto and by reference made a part hereof ("Easement parcel")

together with the right of ingress and egress to and from the same, and all rights therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of such easement, which is for the purposes of placing, constructing, operating, maintaining, repairing, replacing on and removing from said land, installations described as follows:

Aboveground and underground lines of wires, cables, data transmission and communication facilities, supporting structures, and necessary appurtenances ("Facilities").

The aforesaid rights and privileges granted shall include the right and privilege to trim or remove any and all trees or shrubs upon said land, and the Company shall also have the right and privilege to trim or remove any and all trees or shrubs upon the Grantor's lands adjacent to said land, wherever the Company may deem it necessary or desirable to do so for the protection of said installations.

The Grantor may use said land for any purpose which will not interfere or conflict in any manner with the use of the same by the Company for the purposes enumerated above and which will not endanger any person or property, except that in no event shall any improvement or structure be installed or constructed thereon, grade changed, or water impounded thereon.

With respect to underground Facilities, Grantor acknowledges that under the "Underground Facility Damage Prevention and Safety Act" (ch. 556 Fla. Stat.), that Grantor is obligated to notify "Sunshine State One-Call of Florida, Inc." of its intent to engage in excavation or demolition prior to commencing any work, and Grantor may be held responsible for costs and expenses incurred due to damage of Company's Facilities in the event Grantor fails to so notify.

The Company agrees, at the sole expense of Grantor, to relocate its Facilities, over, under and upon subject parcel upon the request of Grantor, and the vacated portion of this easement being released and conveyed back to Grantor and the site of the relocated Facilities being conveyed and included in this easement grant as though it had been included ab initio. The terms "Grantor" and "Company" herein employed shall be construed to include the words "heirs, executors, administrators and assigns" and "successors and assigns" of the respective parties hereto, wherever the context so admits or requires. This Grant of Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

Grantor warrants to Company that it is duly formed, validly existing and in good standing under the laws of its state of formation, and Grantor has all requisite right, power, and authority to enter into this Easement, Grantor owns the Easement Parcel, and no consent of any other person is required to render this Easement a valid and binding instrument.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement this 7th day of March, 2023.

#### **GRANTOR:**

POLK COUNTY, a political subdivision of the State of Florida

Signature Witness #1

Print Name Witness #1

By: \_\_\_\_

George Lindsey, III, Chairman Board of County Commissioners

Signature Witness #2

Print Name Witness #2

#### STATE OF FLORIDA COUNTY OF POLK

The foregoing instrument was acknowledged before me this 7th day of March, 2023 by George Lindsey, III, Chairman, Board of County Commissioners, Florida by means of □ physical presence or □ online notarization who is personally known to me or has produced \_\_\_\_\_\_\_ as identification. Witness my hand and official seal the date aforesaid.

Notary Public, State of Florida at Large

Notary: Print or Type Name

**My Commission Expires:** 

Project Name: Utilities Operations Tax Folio Number: 222925361000000100 Job Number: 9522E21-1 Parcel Number: 800

## **DESCRIPTION**

A parcel of land being 15.00 wide and a portion of a parcel of land as described in Official Records Book, 2621, Page 1291, Public Records of Polk County, Florida, being in Section 22, Township 29 South, Range 25 East, Polk County, Florida, and Lying 7.50 feet each side of the following described centerline:

**Commence** at the Northeast corner of said Section 22; thence South  $89^{\circ}45'57"$  West, along the north line of said Section 22, a distance of 1368.11 feet, to the intersection with said north line and the survey baseline for Old Bartow-Winter Haven Road as shown on the maintained right-of-way map recorded in Map Book 2, Pages 141-144, of said Public Records; thence South  $61^{\circ}$  37' 27" West, along said survey baseline, 165.73 feet, to the **Point of Beginning;** thence South  $58^{\circ}$  50' 51" East, 217.20 feet; thence South  $28^{\circ}$  49' 50" East, 617.16 feet; thence South  $61^{\circ}$  32' 02" West, 218.48 feet; thence South  $77^{\circ}$  07' 37" West, 59.42 feet; thence South  $61^{\circ}$  32' 21" West, 32.07 feet; thence South  $52^{\circ}$  09' 53" West, 150.65 feet; thence South  $85^{\circ}$  58' 08" West, 34.25 feet; thence North  $60^{\circ}$  48' 13" West, 91.46 feet; thence South  $63^{\circ}$  22' 44" West, 68.81 feet to "**Point A**"; thence North  $24^{\circ}$  39' 17" West, 78.95 feet to the **Point of Terminus**;

**Begin** at aforementioned "**Point A**"; thence South 62° 14' 40" West, 411.30 feet; thence North 72° 15' 27" West, 41.69 feet; thence South 88° 45' 31" West, 117.94 feet; thence South 86° 50' 22" West, 225.16 feet, to the aforementioned survey baseline and the **Point of Terminus**.

Less and Except all rights-of-ways.

Containing 34,807.1 square feet, or 0.80 Acres more or less.

| SHEET 1 OF 3 | FOR SKETCH SEE SHEE | ET 2 & . |
|--------------|---------------------|----------|
| REVISION     | DATE BY             |          |
|              |                     |          |
|              |                     |          |

