

Prepared by: Duke Energy Florida, LLC
Return To: Duke Energy Florida, LLC
Attn: Real Estate Dept.
2166 Palmetto St
Mail Code: CW Eng
Clearwater, Florida 33765

Parcel # 08-30-29-000000-033020

640 Boy Scout Road
Lake Wales, FL

EASEMENT

State of Florida
County of Polk

THIS EASEMENT (“**Easement**”) is made this ____ day of _____ 2025, from **POLK REGIONAL WATER COOPERATIVE** a Florida Independent Special District (“**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 non-exclusive 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 in "Exhibit A" attached hereto and incorporated herein by reference (“**Property**”).

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the "**Easement Area**").

This easement will be replaced with a Descriptive Easement, as will be shown on a certified surveyed sketch and description to be provided by GRANTOR within sixty (60) days after the installation of Facilities by GRANTEE: a strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, and a 20.00 foot (20') wide by 20.00 foot (20') wide area for each switchgear installed by GRANTEE. If the sketch and description is not provided by GRANTOR within sixty (60) days after completion of installation, GRANTEE will record this easement.

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 Property, 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 and Property 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.
8. Grantee may increase or decrease the voltage and change the quantity and types of Facilities.
10. All other rights and privileges reasonably necessary, in Grantee's reasonable 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 REGIONAL WATER COOPERATIVE
a Florida Independent Special District

(Witness #1)

Nathanial Birdsong, Jr., Chair

Printed Name: _____

Grantor(s) Mailing Address:

Address: _____

PO Box 9005

(Witness #2)

Bartow, Florida 33831

Printed Name: _____

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 Nathanial Birdsong, Jr., Chair of POLK REGIONAL WATER COOPERATIVE, a Florida Independent Special District, on behalf of the district who 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.

EXHIBIT A

The North 3/4 of the Northwest 1/4 of the Northwest 1/4 of Section 08, Township 30 South, Range 29 East, Polk County, Florida; LESS AND EXCEPT Boy Scout Road right-of-way, as described in Official Records Book 455, page 389, Public Records of Polk County, Florida

AND INCLUDING

BEGIN at a 5/8" iron rod and cap stamped "PLS 3381", marking the Southeast corner of said North 3/4 of the Northwest 1/4 of the Northwest 1/4; thence South 00°16'41" East, along the east line of said Northwest 1/4 of the Northwest 1/4, a distance of 22.57 feet; thence South 89°38'16" West, parallel with the south line of said North 3/4 of the Northwest 1/4 of the Northwest 1/4, a distance of 1284.68 feet, to the east right-of-way line of Boy Scout Road per Official Records Book 455, page 389, of said Public Records; thence North 00°17'25" West, along said east right-of-way line, 22.57 feet, to said south line of the North 3/4 of the Northwest 1/4 of the Northwest 1/4; thence North 89°38'16" East along said south line, 1284.68 feet to the **POINT OF BEGINNING**.

LESS AND EXCEPT the following:

A parcel of land being a portion of a parcel as described in Official Records Book 10453, Page 04, Public Records of Polk County, Florida, lying in the Northwest 1/4 of Section 08, Township 30 South, Range 29 East, Polk County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 8; thence South 00°17'25" East, along the west line of said Section 08, a distance of 994.37 feet to the south line of the North 3/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 8; thence North 89°38'16" East, along said south line, 40.00 feet to the east right-of-way line of Boy Scout Road as described in Official Records Book 455, Page 389 of said Public Records, and the **Point of Beginning**; thence North 00°17'25" West, along said east right-of-way line, 317.43 feet; thence North 89°38'16" East, 640.60 feet; thence South 00°17'25" East, 317.43 feet to said south line of the North 3/4 of the Northwest 1/4 of the Northwest 1/4; thence continue South 00°17'25" East, 22.57 feet to the south line of said parcel described in Official Records Book 10453, Page 04; thence South 89°38'16" West, along said south line, 640.60 feet, to said east right-of-way line; thence North 00°17'25" West, along said east right-of-way line, 22.57 feet to the **Point of Beginning**.