

Subject Area

North

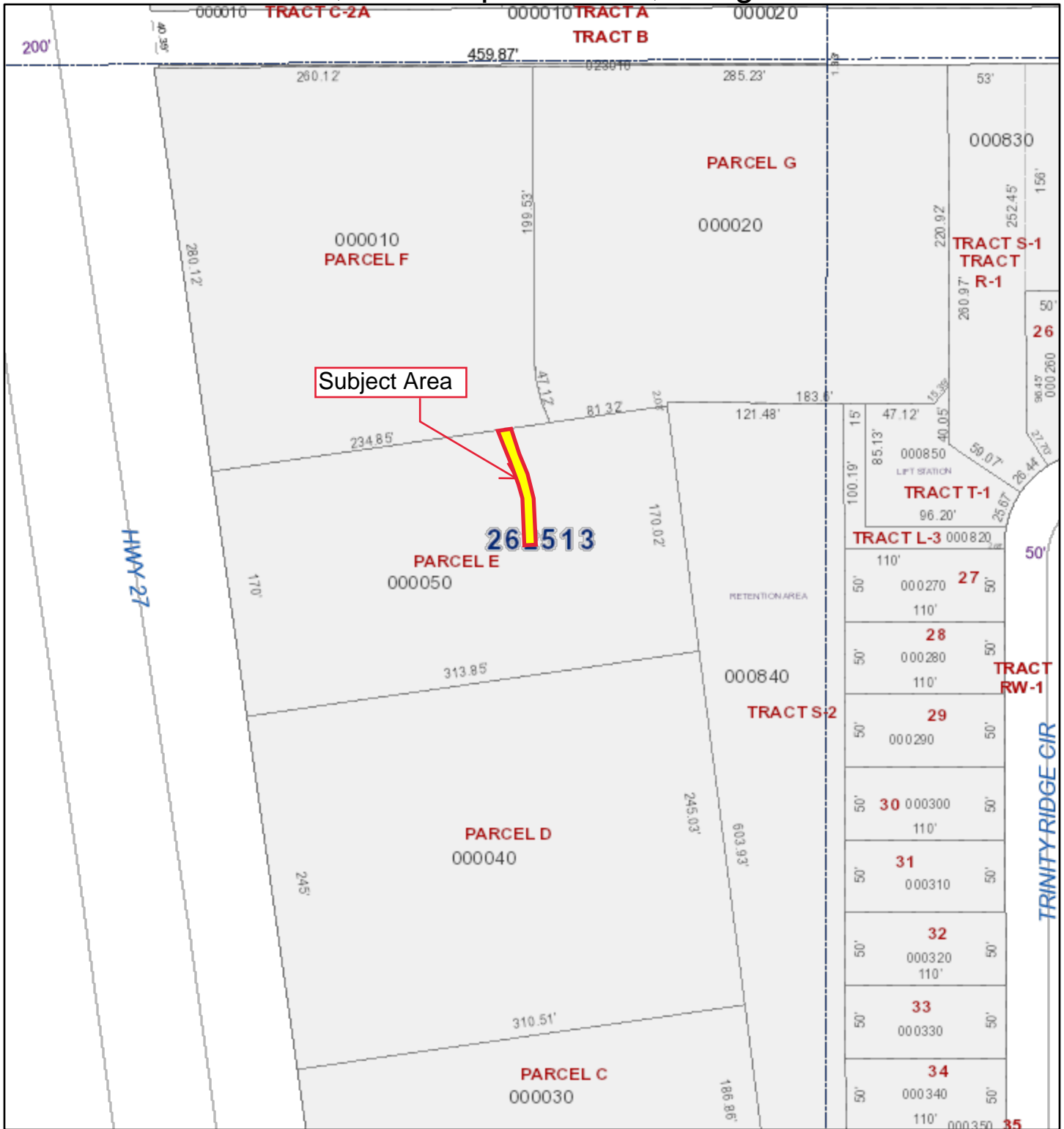
Davenport Creek
Swamp

Highlands
Reserve Golf
Course

National Golf
Course

Section 13, Township 25 South, Range 16 East

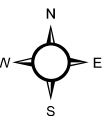
Section 13, Township 25 South, Range 26 East



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



June 26, 2024

This Instrument prepared under the direction of
R. Wade Allen, Administrator
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: DRC – PCU Easement
Strickland Brothers

Parent Parcel I.D. No.: 262513-998010-000050

POLK COUNTY UTILITIES EASEMENT

THIS POLK COUNTY UTILITIES EASEMENT (this “Easement Agreement”) made this 24th day of June, 2024, between PARK SQUARE 27 LLC, a Florida limited liability company (the “GRANTOR”), whose address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811, and POLK COUNTY, a political subdivision of the State of Florida (the “GRANTEE”), whose address is P.O. Box 988, Bartow, FL 33831.

WITNESSETH, the GRANTOR, for and in consideration of the sum of one dollar and other valuable consideration paid by GRANTEE, receipt whereof is hereby acknowledged, grants and conveys to GRANTEE to, its successors, assigns, licensees, a perpetual Polk County Utilities Easement, as described and illustrated below, which is to be under, over, and across the property situated in Polk County, Florida, more particularly described as:

See Attached Exhibit “A”

for Polk County owned utilities, which may include but is not limited to potable water, reclaimed water and wastewater facilities hereafter on said property, such easement to include (i) the right of free ingress and egress under, over and across said property for the purposes of constructing, installing, repairing, replacing, operating, and maintaining said utilities. The GRANTEE is hereby granted the right, privilege, and authority to remove, replace, repair, and enlarge said utilities. The GRANTEE is hereby granted the right, privilege, and authority to trim and remove, as necessary, the roots of trees, shrubs, bushes, and plants that may adversely affect the operation of said utilities. All facilities of GRANTEE shall be installed underground to the extent reasonably practicable. In the event GRANTEE shall perform any construction, repairs, alteration, replacements, relocation, or removal of any facilities located within the Easement, the GRANTEE shall thereafter restore the Easement to as near as practicable the condition in which existed prior to such construction, repairs, alteration, replacement, relocation, or removal; provided, however, that the GRANTEE shall not be obligated to restore any improvements or landscaping if the same would interfere with the operation or maintenance of the GRANTEE’S facilities or clearances which may be required around such facilities.

This grant of easement is for the purpose of providing public utilities, which may include but not limited to, potable water, reclaimed water and wastewater facilities, and shall not be construed as a grant of right of way and is limited to a Polk County utilities easement. The GRANTOR shall have the right to use the property subject to the easement granted hereby (the “Easement”), including without limitation for improved parking areas, improved roadways, improved driveways, medians, and landscaping, which are not inconsistent with the use of the Easement by the GRANTEE for the purposes granted hereby. To the extent reasonably practicable to enable the GRANTEE to exercise its rights under this Easement, the GRANTEE’S rights of vehicular ingress and egress to and from the Easement shall be limited to the drives, roads, and parking areas constructed upon the land of which the Easement forms a part. Inconsistent

improvements to the use of the Easement by the GRANTOR for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific prior written approval of the GRANTEE, the limited use of trees, walls, foundations and mounded landscaping may be utilized within such area by the GRANTOR.


In the event that the GRANTEE performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, the GRANTEE shall be responsible for restoring the disturbed portions of all existing County approved and permitted improvements in as good or better condition than existed prior to the disturbance activity by the GRANTEE. In the event the GRANTEE shall abandon the use of the Easement by either (i) removing its facilities and not replacing them with replacement facilities within 180 days, or (ii) discontinuing the use of the facilities for a period in excess of 180 continuous days, then the GRANTEE shall, upon written request, within a reasonable time thereafter, release and convey to GRANTOR or its successors and assigns all rights hereby granted pursuant to the Easement.

To the limited extent provided in Section 768.28, Florida Statutes, as it may be amended from time to time, and without otherwise waiving the sovereign immunity of Grantee or increasing the monetary limitations of liability set forth in the aforementioned statute, the Grantee covenants and agrees to indemnify the Grantor and hold it harmless from any and all claims for personal injuries, death, or property damage, including, but not limited to, reasonable attorneys' fees, arising out of the exercise of the Grantee's rights under this Easement Agreement, except to the extent such loss or damage results from, is caused by, or arises out of the willful or negligent acts of the Grantor or its agents, contractors or employees.

[Signatures on next page.]

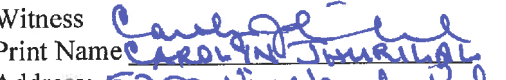
IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its proper officers thereunto duly authorized, and its corporate seal to be affixed, the day and year first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Witness 
Print Name HEIDI BROWN
Address: 5200 VINELAND
ORLANDO, FL 32811

PARK SQUARE 27 LLC, a
Florida limited liability company

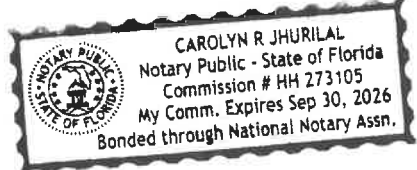
By: 
Suresh Gupta, Managing Member

Witness 
Print Name CAROLYN R. JHURILAL
Address: 5200 Vineland Rd.
Orlando, FL. 32811

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization, this 24 day of June, 2024, by Suresh Gupta, as Managing Member of Park Square 27 LLC, a Florida limited liability, on behalf of said company, who is personally known to me or who has produced — as identification.

(NOTARY SEAL)




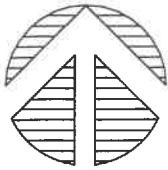

Notary Public
CAROLYN R. JHURILAL
Print Notary Name
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

Exhibit A

John Todd Deliman, P.S.M.
 3411 Fox Ridge Street Winter Haven, Florida 33884
 Phone: (863) 216-4002 Email: jtksurveyor@hotmail.com

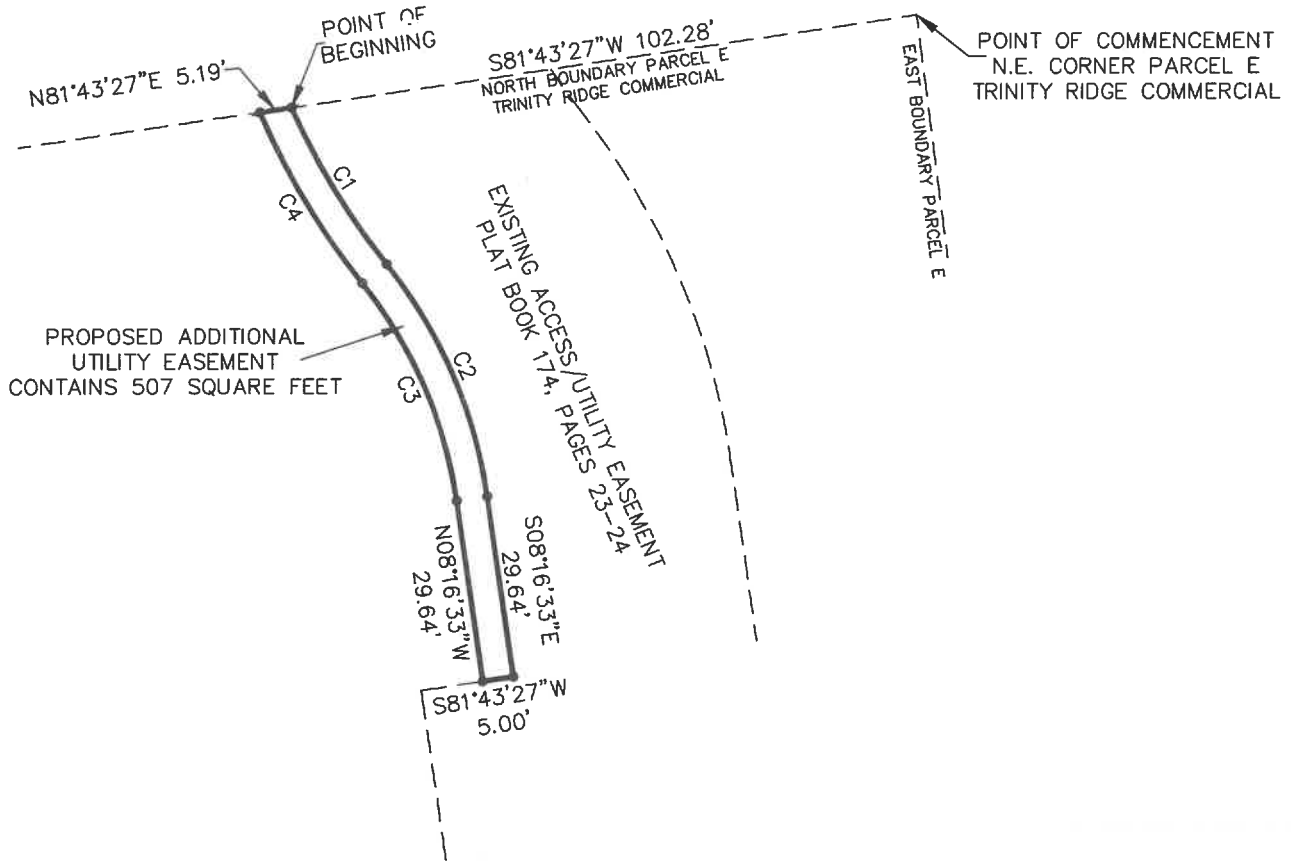


NORTH

SCALE: 1" = 30'

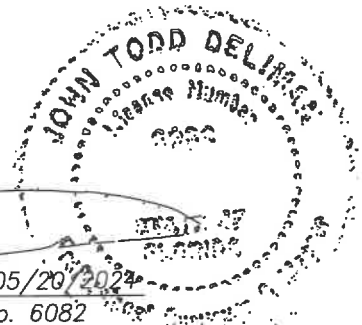


**SKETCH FOR LEGAL DESCRIPTION
 NOT A SURVEY
 SHEET 1 OF 2**



CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD	DELTA	BEARING	
C1	120.00'	29.76'	29.68'	14°12'27"	S31°10'59"E	
C2	80.00'	41.91'	41.43'	30°00'51"	S23°16'55"E	
C3	75.00'	39.29'	38.84'	30°00'51"	N23°16'55"W	
C4	125.00'	32.41'	32.32'	14°51'19"	N30°51'33"W	

PREPARED BY:



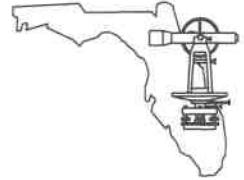
Date: 05/20/2024

John Todd Deliman, P.S.M. Florida Registration No. 6082

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper. Additions or deletions to this survey by other than the signing party is prohibited without written consent of the signing party.

Exhibit A

John Todd Deliman, P.S.M.
3411 Fox Ridge Street Winter Haven, Florida 33884
Phone: (863) 216-4002 Email: jtksurveyor@hotmail.com



**SKETCH FOR LEGAL DESCRIPTION
NOT A SURVEY
SHEET 2 OF 2**

A PORTION OF PARCEL E OF TRINITY RIDGE COMMERCIAL AS RECORDED IN PLAT BOOK 174, PAGES 23 AND 24 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL E OF SAID TRINITY RIDGE COMMERCIAL AND RUN S81°43'27"W ALONG THE NORTH BOUNDARY OF SAID PARCEL E, 102.28 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST BOUNDARY OF AN ACCESS/UTILITY EASEMENT AS SHOWN ON SAID PLAT OF TRINITY RIDGE COMMERCIAL, SAID POINT BEING ON A CURVE CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, A CHORD DISTANCE OF 29.68 FEET AND A CHORD BEARING OF S31°10'59"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY EASEMENT BOUNDARY THROUGH A CENTRAL ANGLE OF 14°12'27" AN ARC DISTANCE OF 29.76 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 80.00 FEET, A CHORD DISTANCE OF 41.43 FEET AND A CHORD BEARING OF S23°16'55"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY EASEMENT BOUNDARY THROUGH A CENTRAL ANGLE OF 30°00'51", AN ARC DISTANCE OF 41.91 FEET TO THE END OF SAID CURVE; THENCE S08°16'33"E ALONG SAID WESTERLY EASEMENT BOUNDARY, 29.64 FEET; THENCE S81°43'27"W, 5.00 FEET; THENCE N08°16'33"W, PARALLEL WITH SAID WESTERLY EASEMENT BOUNDARY, 29.64 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET, A CHORD DISTANCE OF 38.84 FEET AND A CHORD BEARING OF N23°16'55"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, BEING PARALLEL WITH THE SAID WESTERLY EASEMENT BOUNDARY, THROUGH A CENTRAL ANGLE OF 30°00'51", AN ARC DISTANCE OF 39.29 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 125.00 FEET, A CHORD DISTANCE OF 32.32 FEET AND A CHORD BEARING OF N30°51'33"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, BEING PARALLEL WITH THE SAID WESTERLY EASEMENT BOUNDARY, THROUGH A CENTRAL ANGLE OF 14°51'19", AN ARC DISTANCE OF 32.41 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID PARCEL E OF SAID TRINITY RIDGE COMMERCIAL; THENCE N81°43'27"E ALONG SAID NORTH BOUNDARY OF SAID PARCEL E, 5.19 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

1. North and the bearings are referenced to the plat bearing of South 81°43'27" West along the North boundary of Parcel E, Trinity Ridge Commercial, Plat Book 174, Pages 23 and 24.
2. Sketch for legal description. NOT A SURVEY.
3. Legal description was prepared at clients request.