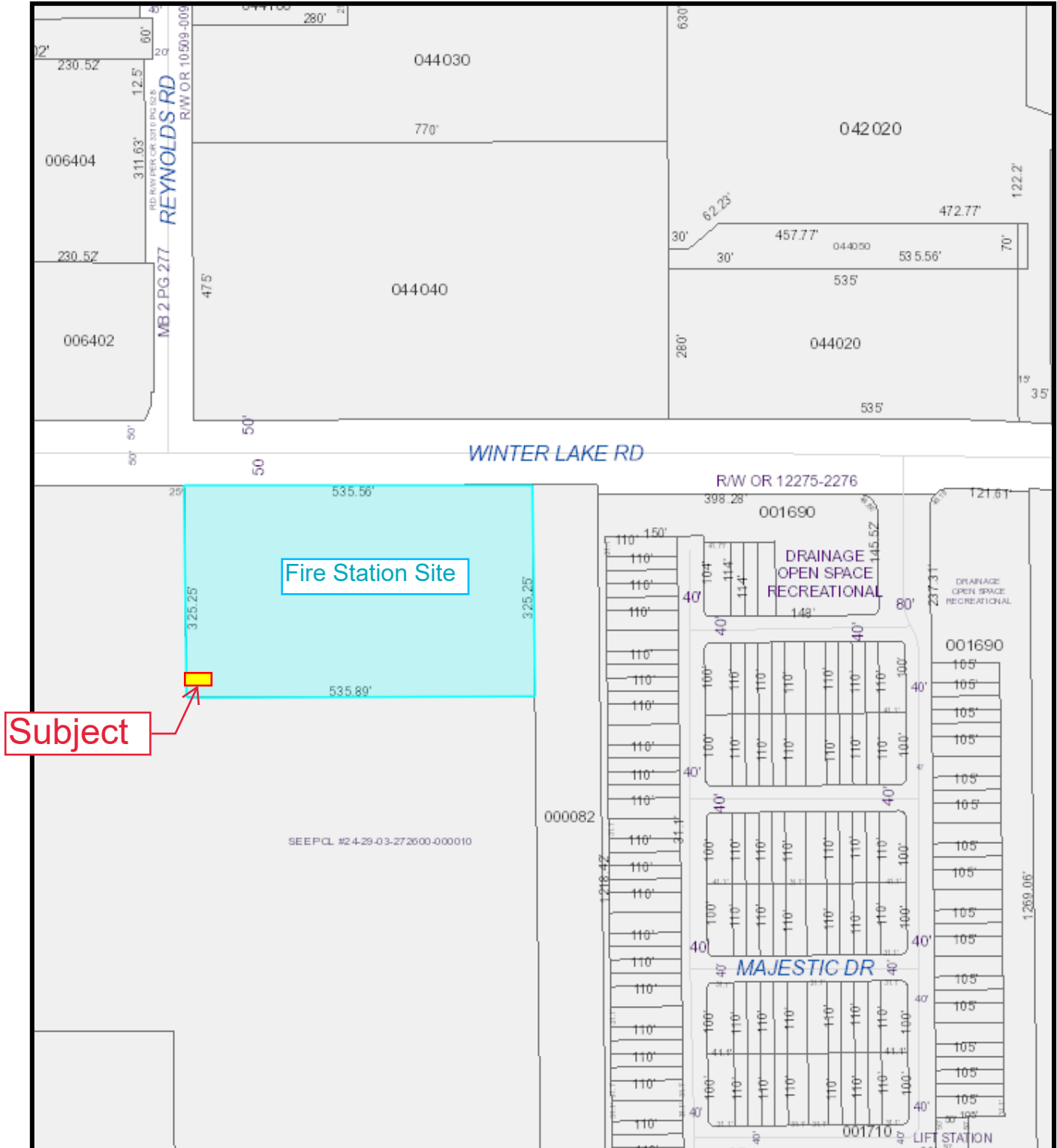


Subject Area

Section 2,  
Township 29 South,  
Range 24 East

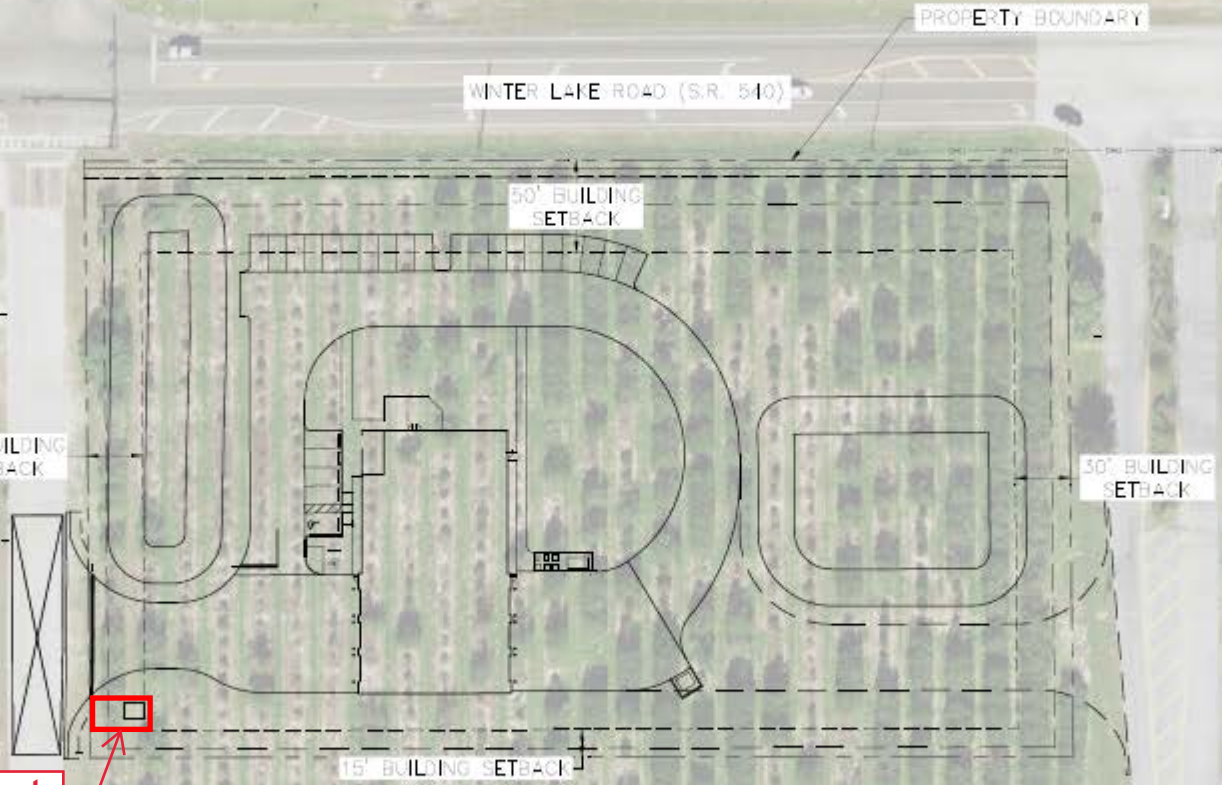


## SECTION 2, TOWNSHIP 29 SOUTH, RANGE 24 EAST





Subject



WINTER LAKE ROAD (S.R. 510)

PROPERTY BOUNDARY

50' BUILDING SETBACK

30' BUILDING SETBACK

30' BUILDING SETBACK

15' BUILDING SETBACK

REYNOLDS ROAD



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: 2022-11-017D  
ROW Tracking Number: 058\_24

*Space above this line for recorder's use only*

### **EASEMENT**

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

### **W I T N E S S E T H:**

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: \_\_\_\_\_  
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:

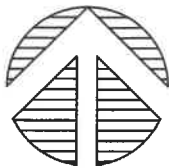
\_\_\_\_\_  
County Attorney's Office

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 \_\_\_\_\_  
\_\_\_\_\_



NORTH

SCALE: 1" = 30'



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

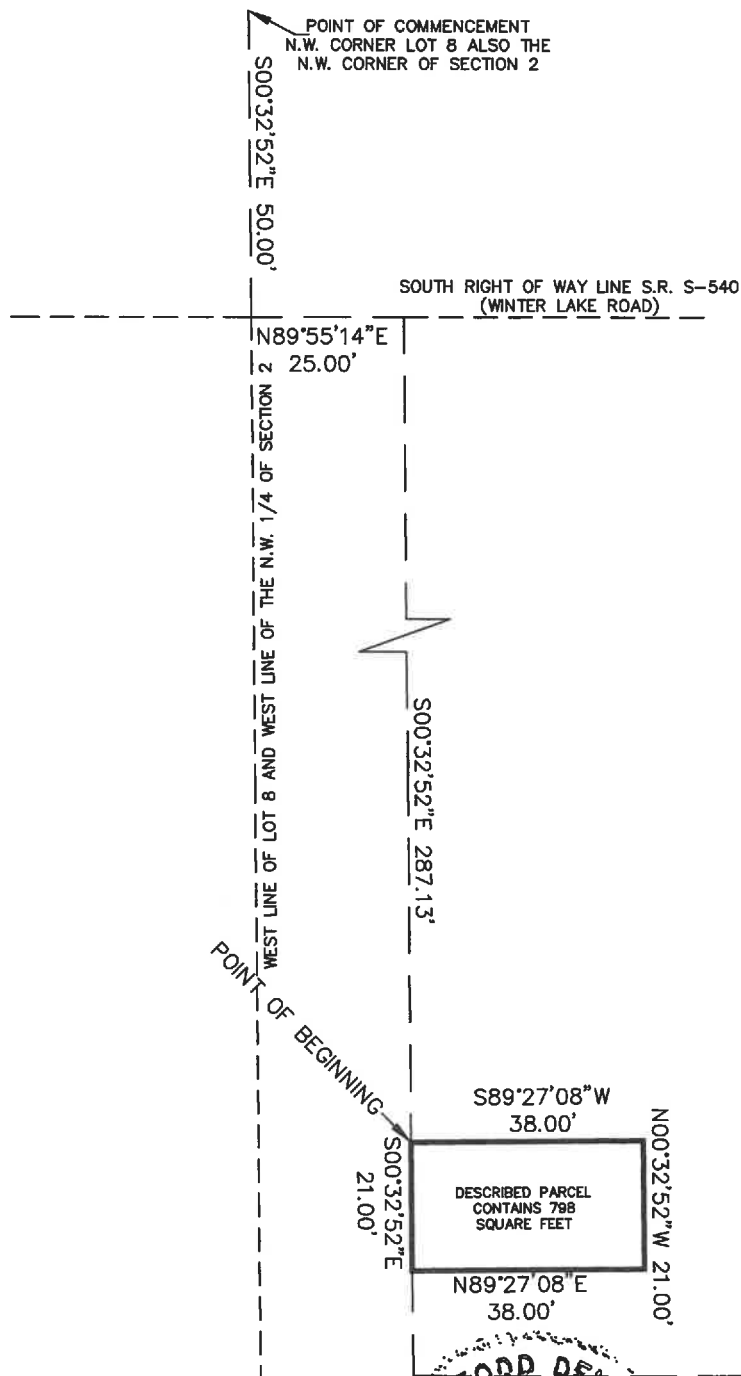


# SKETCH FOR LEGAL DESCRIPTION NOT A SURVEY

**LEGAL DESCRIPTION:**

A parcel of land being a portion of Lot 8, in Section 2, Township 29 South, Range 24 East, W.F. HALLAM & CO'S CLUB COLONY TRACT, as recorded in Plat Book 1, Page 102A, Public Records of Polk County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 8 also being the Northwest corner of said Section 2; thence South 00°32'52" East, along the West line of said Lot 8 also being the West line of the Northwest 1/4 of said Section 2, a distance of 50.00 feet to the intersection of the West line and the South right-of-way line of State Road S-540 (Winter Lake Road) per Florida Department of Transportation right-of-way map Section 16842-2601; thence North 89°55'14" East, along the said South right-of-way line, 25.00 feet; thence South 00°32'52" East, parallel with the said West line 287.13 feet to the Point of Beginning; thence continue South 00°32'52" East, 21.00 feet; thence North 89°27'08" East, 38.00 feet; thence North 00°32'52" West, 21.00 feet; thence South 89°27'08" West, 38.00 feet to the Point of Beginning. Contains 798 square feet.

**PREPARED BY:**

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.

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

Date: 05/29/2024