

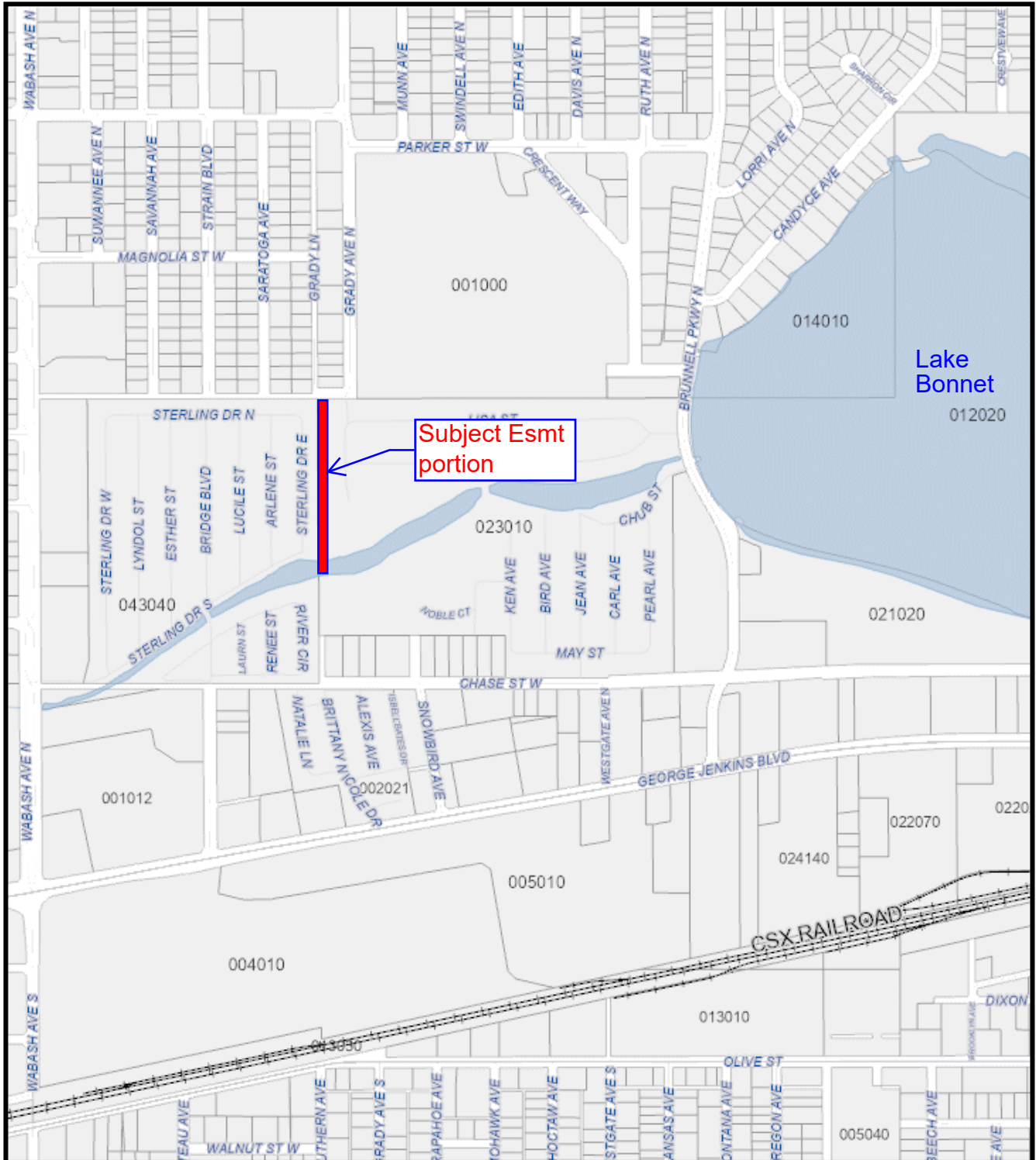
North

Subject Area

Section 14,
Township 28 South,
Range 23 East



SECTION 14, TOWNSHIP 28 SOUTH, RANGE 23 EAST



This instrument prepared under the direction of:
Robert W. Allen, Director
Polk County Real Estate Services
PO Box 9005, Drawer RE-01
Bartow, FL 33831-9005
By: Scott C. Lowery
Project Name: Lake Bonnet Drainage

PARTIAL ASSIGNMENT OF EASEMENT

THIS PARTIAL ASSIGNMENT OF EASEMENT, made this 7th day of April, 2026, between **POLK COUNTY**, a political subdivision of the State of Florida ("Assignor"), and the **CITY OF LAKELAND**, a Florida municipal corporation, its successors and assigns, whose post office address is: 228 S. Massachusetts Avenue, Lakeland, Florida 33801 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the holder of a certain Drainage Ditch Easement, dated July 22, 1968, granted by Carl W. May and Jean N. May, which was subsequently recorded August 8, 1968 in Official Records Book 1171, at Page 1006, Public Records of Polk County, Florida, (the "Easement"); and

WHEREAS, Assignor desires to assign its rights, title, and interest in that portion of the property encumbered by said Easement as more particularly described in the attached Exhibit "A" (the "Assigned Parcel") to Assignee its successors and assigns; and

WHEREAS, Assignee desires to accept and assume all of the right, title, and interest of Assignee thereunder as to the Assigned Parcel.

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration in hand paid and delivered by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby grants, conveys, and assigns without covenant or warranty to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to said Assigned Parcel, together with any improvements and appurtenances thereon and thereto owned by the Assignor and Assignee hereby accepts and assumes all right, title, and interest in and to said Assigned Parcel and all obligations and responsibilities thereunder. Provided always, nevertheless, that nothing herein contained shall in any way impair, alter, or diminish the effect or encumbrance of the Easement on the remaining part of the premises contained in the Easement which is not a part of the Assigned Parcel, or any of the rights and remedies of the holder thereof.

This Partial Assignment is subject to all terms, conditions, limitations, and obligations contained in the original Easement, which shall remain in full force and effect. Except for the rights expressly assigned herein, Assignor retains all remaining rights and interests in the original Easement.

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice-Chair of said Board, the day and year aforesaid.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

POLK COUNTY, a political subdivision of the
State of Florida

By: _____
Deputy Clerk

By: _____
Martha Santiago, Ed.D., Chair

IN WITNESS WHEREOF, the Assignee has caused these presents to be executed in its name by its City Commissioners acting by the Mayor or Vice-Mayor of said Commission, the day and year aforesaid.

ATTEST: CITY OF LAKELAND, a Florida municipal corporation

By: _____
Kelly S. Koes, City Clerk

By: _____
Sara Roberts McCarley, Mayor

Exhibit "A"

**The West 30-feet of the North 780-feet of the Northeast 1/4 of the Southwest 1/4 of Section 14,
Township 28 South, Range 23 East, Polk County, Florida.**