



POLK COUNTY, FLORIDA
STR: 06-32S-28E
Work Request #: 39519928
Address: 1385 FORT MEADE RD
FROSTPROOF 33843

FIRESTATION

EASEMENT

THIS EASEMENT ("Easement") from **POLK COUNTY, a Political Subdivision of the State of Florida**, whose address is PO Box 988, Bartow, Florida 33831 ("**GRANTOR**," whether one or more) to **DUKE ENERGY FLORIDA, LLC., a Florida Limited Liability Company, d/b/a DUKE ENERGY**, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("**GRANTEE**");

WITNESSETH:

THAT **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 are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes over, under, upon, across, through and within the following described lands in **Polk** County, Florida, and referred to hereinafter as the Easement Area to wit:

A Utility Easement Area being more particularly described on the accompanying Sketch and Description drawn by Polk County Roads and Drainage, dated February 16, 2023, File Name: 2806E23-1, attached hereto and by this reference made a part hereof.

Tax Parcel Number: 06-32-28-000000-014100

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said Facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of Facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR**'s adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for **GRANTEE**'s safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof. If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE**'s facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three

(3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

SIGNATURES ON FOLLOWING PAGE

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this _____ day of _____, 2023, and is effective as of the Effective Date herein.

GRANTOR:

Polk County
a Political Subdivision of the State of Florida

George Lindsey, III
Chairman, Board of County Commissioners

**SIGNED, SEALED AND
DELIVERED IN THE PRESENCE
OF:**

Signature of First Witness

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

Grantor(s) mailing address:

PO Box 988

Bartow, Florida 33831

State of Florida)
County of Polk) ss

The foregoing Easement was acknowledged before me this by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by **George Lindsey, III, Chairman, Board of County Commissioners of Polk County**, a Political Subdivision of the State of Florida, on behalf of the Political Subdivision of the State of Florida who is personally known to me or who has produced _____ as identification.

CORPORATE SEAL

NOTARY SEAL

Name:
Notary Public
Serial Number:
My Commission Expires:

Parcel Number: N/A
Project Name: Frostproof Fire Station
Tax Folio Number: 28320600000014100

Road Number: 280622
Project Number: 2806E23-1

DESCRIPTION

A parcel of land being a portion of a parcel as described in Official Records Book 10580, Pages 167-168, Public Records of Polk County, Florida, Lying in Section 6, Township 32 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

Commence at the southwest corner of the southwest 1/4, of the northeast 1/4 of said Section 6; Thence North 45°38'39" East along the northwesterly boundary of said parcel 604.29 feet, to the westerly right-of-way line for Highway 630A, (also known as Old Fort Meade Road) as described in Official Records Book 2884, Pages 217-218, of said Public Records; Thence South 40°25'15" East, along said westerly right-of-way line, 343.82 feet, to the **Point of Beginning**; thence South 33°06'00" West, 45.57 feet, thence South 55°32'30" West, 165.23 feet; thence North 88°43'43" West, 18.74 feet; thence North 40°29'24" West, 159.28 feet; thence South 49°30'36" West, 10.00 feet; thence South 40°29'24" East, 163.75 feet, to the north line of a 30.00 foot wide Florida Gas Transmission Easement as described in Official Records Book 1477, Page 890, of said Public Records; thence South 88°43'43" East, along said north line, 26.44 feet; thence North 55°32'30" East, 170.44 feet; thence North 33°06'00" East, 44.60 feet, to said westerly right-of-way line; thence North 40°25'15" West, along said westerly line, 10.43 feet, to the **Point of Beginning**

Containing 3970.25 square feet, more or less.

SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY
#1 REVISED DESCRIPTION AND SKETCH	2/16/23	JRN

THIS IS NOT
A SURVEY

NORTH

SCALE
1" = 50 feet

LEGEND

(C) = CALCULATED
(P) = PLAT
COR. = CORNER
M.B. = MAP BOOK
M/R/W = MAINTAINED RIGHT-OF-WAY
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG(S). = PAGE(S)
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POT = POINT OF TERMINUS
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
R = RANGE
R/W = RIGHT-OF-WAY
SEC = SECTION
T = TOWNSHIP

TAX FOLIO #
283206
000000
014100

ORB 10580
PGS. 167-168

WESTERLY R/W PER ORB
2884, PGS. 217-218

P.O.C.

SW COR. OF SW 1/4
OF NE 1/4 SEC. 06,
T. 32 S, R. 28 E

L3

10'
S 40°29'24" E 163.75' (C)
N 40°29'24" W 159.28' (C)

NORTH LINE OF 30' WIDE FLORIDA GAS TRANSMISSION
EASEMENT PER ORB 1477, PG. 890

Line Table

LINE #	DIRECTION	LENGTH
L1	S 33°06'00" W	45.57'
L2	N 88°43'43" W	18.74'
L3	S 49°30'36" W	10.00'
L4	S 88°43'43" E	26.44'
L5	N 33°06'00" E	44.60'
L6	N 40°25'15" W	10.43'

P.O.B.

L6

L5

10'

S 55°32'30" W 165.23' (C)
N 55°32'30" E 170.44' (C)

L2

L4

SURVEYOR'S NOTES.

BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA
STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE,
NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

SEE SHEET 1 OF 2 FOR DESCRIPTION.

DATE
02/16/23



Digitally signed by
John Richard
Noland Jr. P.S.M.
Date: 2023.02.16
13:26:36 -05'00'

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

DESCRIPTION SKETCH
LOCATED IN SECTION 6, TOWNSHIP
32 SOUTH, RANGE 28 EAST, POLK
COUNTY, FLORIDA.

POLK COUNTY ROADS AND DRAINAGE

3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880

PHONE: (863) 535-2200

FAX: (863) 519-8117

Sheet No.

2 of 2

Drawn by:

EAA

Checked by:

BRM

Check Date:

01/31/23

Parcel Number:

N/A

PREPARED FOR:

REAL ESTATE SERVICES

File Name:

2806E23-1



THIS SKETCH IS
NOT VALID
WITHOUT THE
SIGNATURE AND
THE ORIGINAL
SEAL OF A
LICENSED
SURVEYOR AND
MAPPER.

SEC.06 TWP. 32 S. RGE. 28 E.
FOLIO/PARCEL ID NO.: 28-32-06-000000-014100
PROJECT NO.

PREPARED BY
AND RETURN TO:

Isabel M. Morales
Real Estate Department
Peoples Gas System
P.O. Box 2562
Tampa, FL 33601

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **POLK COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 988, Bartow, Florida 33834, ("Grantor"), in consideration of One Dollar and other valuable considerations paid to Grantor by **PEOPLES GAS SYSTEM**, A DIVISION OF TAMPA ELECTRIC COMPANY, a Florida corporation, P.O. Box 2562, 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:

Underground gas line and aboveground and underground necessary appurtenances thereto, including without limitation telecommunications equipment, risers, and pipeline markers ("Facilities").

The aforesaid rights and privileges granted shall include the right and privilege to root prune or remove any and all deep rooted vegetation upon said Easement Area and 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.

Company shall promptly repair any damage to the Easement Area, or any other property not owned by Company, caused by Company exercising its rights under this agreement, including ground cover, planting, roadways, driveways, sidewalks, and parking areas.

Grantor reserves the right to install minor landscaping, irrigation and/or fencing within the Easement parcel provided that it does not and will not directly interfere with the Company's Facilities, does not change grade, and does not cause water impoundment. Grantor further 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 that this notification system shall provide member operations an opportunity to identify and locate, if applicable, their underground Facilities prior to said excavation or demolition. In the event Grantor fails to notify as set forth above, Grantor may be held responsible for costs and expenses incurred due to damage of Company's Facilities.

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.

Company, at its option and in its sole discretion, may remove those underground portions of the Facilities that should be removed and purge and cap any portions of abandoned Facilities to be left in place.

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.

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

POLK COUNTY,
a political subdivision of the State of Florida,

WITNESS: _____
Print Name: _____

By: _____
Name: George Lindsey, III
Title: Chairman, Board of County Commissioners

WITNESS: _____
Print Name: _____

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF POLK

The forgoing instrument was acknowledged before me this _____ day of _____ 2023 by George Lindsey, III as Chairman, BoCC of **POLK COUNTY**, on behalf of the corporation by means of ☐ physical presence or ☐ online notarization. She/He personally appeared before me, is personally known to me or has produced _____ as identification and who did (did not) take an oath.

(SEAL)

Notary Public

Print Name
Commission Expires:

Exhibit "A"

Parcel Number: NA
Project Name: Frostproof Fire Station
Tax Folio Number: 28320600000014100

Road Number: 280622
Project Number: 2806E23-1

DESCRIPTION

A 10.00-foot-wide strip of land being a portion of a parcel as described in Official Records Book 10580, Pages 167-168, Public Records of Polk County, Florida, being in Section 6, Township 32 South, Range 28 East, Polk County, Florida, lying 5.00 feet each side of the following described centerline:

Commence at the southwest corner of the southwest 1/4, of the northeast 1/4 of said Section 6; Thence North 45°38'39" East along the northwesterly boundary of said parcel 604.29 feet, to the westerly right-of-way line for Highway 630A , (aka Old Fort Meade Road) as described in Official Records Book 2884, Pages 217-218, of said Public Records; thence South 40°25'15" East, along said westerly right-of-way line, 262.58 feet to the **Point of Beginning**; thence South 48°35'10" West, 53.49 feet; thence South 59°06'01" West, 40.49 feet; thence South 52°50'55" West, 80.39 feet; thence North 40°11'42" West, 21.43 feet, to the **Point of Terminus** of said centerline.

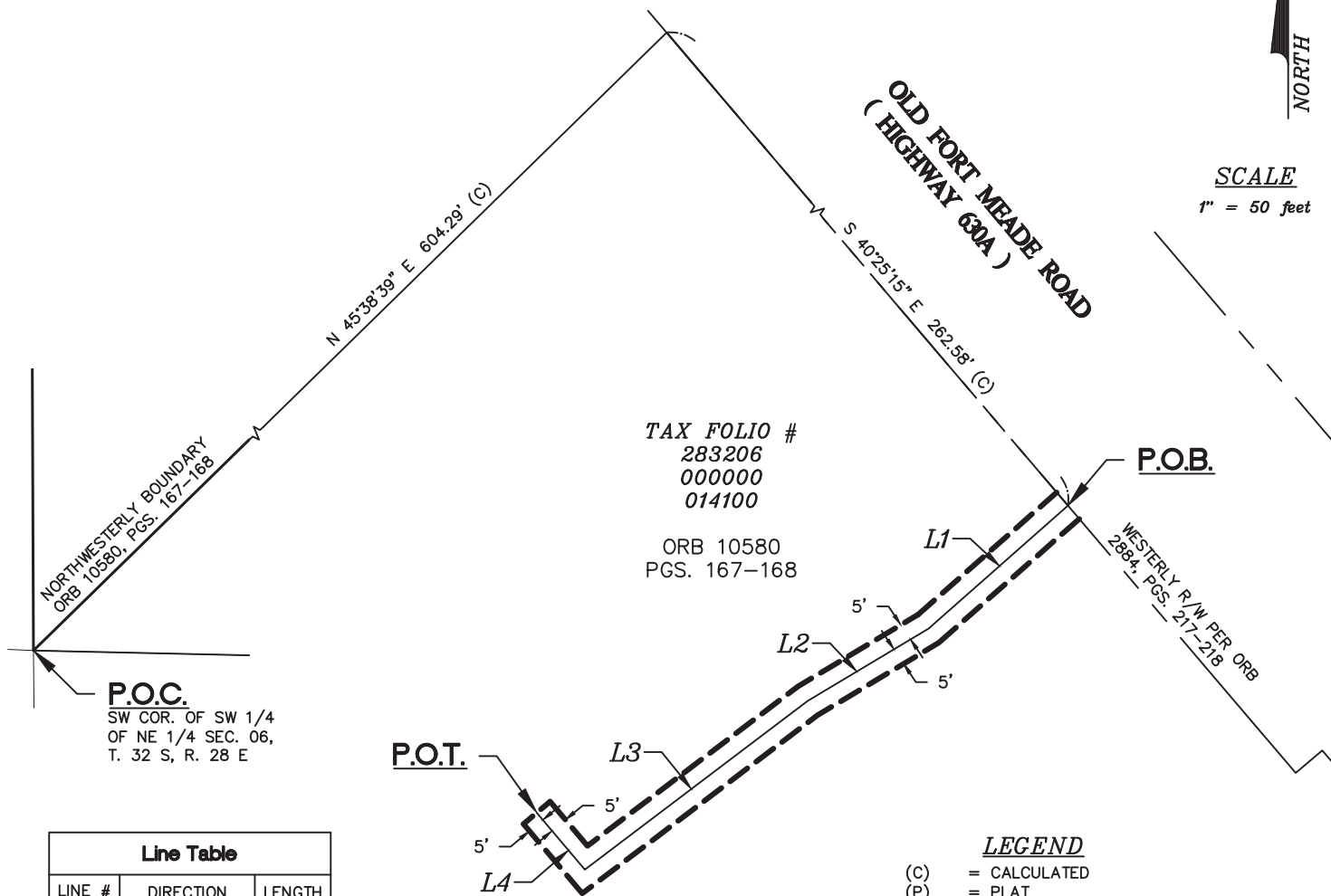
Containing 1958 square feet, more or less.

SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

THIS IS NOT
A SURVEY



Line Table

LINE #	DIRECTION	LENGTH
L1	S 48°35'10" W	53.49'
L2	S 59°06'01" W	40.49'
L3	S 52°50'55" W	80.39'
L4	N 40°11'42" W	21.43'

LEGEND

(C) = CALCULATED
(P) = PLAT
COR. = CORNER
M.B. = MAP BOOK
M/R/W = MAINTAINED RIGHT-OF-WAY
O.R.B. = OFFICIAL RECORDS BOOK
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P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
R = RANGE
R/W = RIGHT-OF-WAY
SEC = SECTION
T = TOWNSHIP



Digitally signed by John
Richard Noland Jr. P.S.M.
Date: 2023.02.15
15:29:54 -05'00'

SURVEYOR'S NOTES.

BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA
STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE,
NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

SEE SHEET 1 OF 2 FOR DESCRIPTION.

DATE
02/15/23

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

DESCRIPTION SKETCH
LOCATED IN SECTION 6, TOWNSHIP
32 SOUTH, RANGE 28 EAST, POLK
COUNTY, FLORIDA.

POLK COUNTY ROADS AND DRAINAGE

3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880

PHONE: (863) 535-2200

FAX: (863) 519-8117

Sheet No.
2 of 2

Drawn by:
EAA

Checked by:
BRM

Check Date:
01/31/23

Parcel Number:
N/A

PREPARED FOR:
REAL ESTATE SERVICES

File Name:
2806E23-1



THIS SKETCH IS
NOT VALID
WITHOUT THE
SIGNATURE AND
THE ORIGINAL
SEAL OF A
LICENSED
SURVEYOR AND
MAPPER.