

Parcel No: 232802-018500-000403

This instrument was prepared by or under the direction of:  
Tom Mattiacci  
City of Lakeland Water Utilities Department  
501 E. Lemon Street  
Lakeland, Florida, 33801

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Space above this line for recording information

**NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS**

**THIS EASEMENT** is made this \_\_\_\_\_ of \_\_\_\_\_, 2024, by the **POLK REGIONAL WATER COOPERATIVE**, an independent special district under the laws of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33831, "Grantor," to the **CITY OF LAKELAND**, a Florida municipal cooperation, whose mailing address is 228 S. Massachusetts Avenue, Lakeland Florida 33801, "Grantee."

**WHEREAS**, Grantor owns lands in Polk County, Florida, described on Exhibit "A" attached hereto (hereinafter "Easement Lands"); and

**WHEREAS**, Grantee desires an easement for ingress and egress in and over the Easement Lands in order to gain access from a public road to lands presently owned by the Grantee; and

**WHEREAS**, Grantor agrees to grant to Grantee an easement for ingress and egress over the Easement Lands.

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grantor does hereby grant unto Grantee, its successors and assigns, a non-exclusive easement ("Easement") for ingress and ingress in and over the Easement Lands.
2. This Easement is granted subject to the following terms, conditions and agreements:
  - a) The Grantor shall cause to be constructed, if necessary, an entrance road, with associated drainage and ancillary appurtenances, upon the Easement Lands in conjunction with the construction, operation and maintenance of its water production facilities, in order for the Grantor and the Grantee to access their respective properties.

- b) The Grantor shall be responsible for routine maintenance and repairs as needed from routine use of the Easement Lands so that it is in a serviceable condition for use by vehicles and equipment that the Grantee needs to enter the Grantee's lands.
- c) The Grantor shall not enter the property of the Grantee and the Grantee shall not enter the property of the Grantor unless permission has been granted to do so or unless exigent circumstances exist to save human life or assets upon the properties and notification is made to the party whose property has been entered at the earliest opportunity.
- d) Damages to the Easement Lands caused by non-routine use shall be repaired within a reasonable time by the party responsible for causing the damage.
- e) Should the responsible party not repair the Easement Lands within a reasonable time as set forth in Section 2d), the other party may repair the Easement Lands upon consultation with the responsible party and at the responsible party's cost.
- f) Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
- g) It is expressly understood and agreed that the Easement granted herein is intended to be a non-exclusive right-of-way granted to the Grantee, with the right to use the Easement Lands for ingress and egress by the Grantee, its contractors, agents, representatives, employees, guests, and invitees for the purpose of accessing Grantee's property.
- h) Grantee, in the exercise of its rights hereunder, shall permit no action, activity, or course of conduct by its contractors, agents, representatives, employees, guests, invitees, or licensees that would be detrimental, hazardous, or unduly restrictive to Grantor's joint use of the Easement Lands. Likewise, Grantor, in the exercise of its ownership rights, shall not permit any action, activity, or course or conduct by its contractors, agents, representatives, employees, guests, invitees or licensees, that would be detrimental, hazardous, or unduly restrictive to the rights granted herein to Grantee.
- i) In the event there is a breach of any of the covenants, conditions, or agreements contained herein, the Grantor and Grantee shall first meet and attempt to resolve the breach, and if they are not able to do so, they shall submit the dispute to mediation, sharing the cost of mediation equally, and should the mediator declare an impasse and a lawsuit or other action is brought to remedy, restrain or otherwise seek redress of such breach, reasonable attorneys' fees and court costs shall be awarded to the prevailing party in addition to any damages that may be awarded.

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3. The Easement herein granted shall run with the title to the Grantee's property benefitted hereby.

4. Grantor warrants and represents unto Grantee that Grantor possesses fee simple title to the Easement Lands and that it is authorized to execute and deliver this Easement.

5. This Easement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed as of the date and year set forth hereinabove.

Attest:

Grantor  
Polk Regional Water Cooperative  
A Florida Independent Special District

By: \_\_\_\_\_  
Mac Fuller, Secretary

By: \_\_\_\_\_  
H. William Mutz, Chair

Approved as to form and correctness:

By: \_\_\_\_\_  
Edward P. de la Parte  
Legal Counsel

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**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 George Lindsey, Chair of the Polk Regional Water Cooperative on behalf of the Polk Regional Water Cooperative who  is personally known to me or  has produced \_\_\_\_\_ as identification.

(AFFIX NOTARY SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My Commission Expires \_\_\_\_\_

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Attest:

Grantee  
City of Lakeland, Florida  
A Florida Municipal Corporation

By: \_\_\_\_\_  
Kelly S. Koos, City Clerk

By: \_\_\_\_\_  
H. William Mutz, Mayor

Approved as to form and correctness:

By: \_\_\_\_\_  
Palmer Davis, City Attorney

**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 H. William Mutz, as Mayor of the City of Lakeland, on behalf of the City who [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

(AFFIX NOTARY SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My Commission Expires \_\_\_\_\_

DESCRIPTION

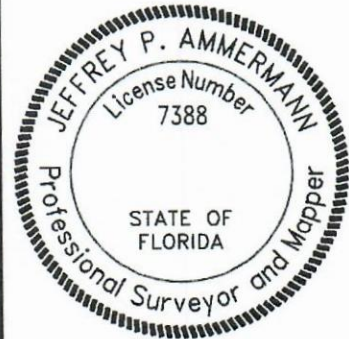
DESCRIPTION:

A parcel of land being a portion of Lot 4, Section 2, Township 28 South, Range 23 East, as shown on WEBSTER & OMOHUNDRO EST. LANDS, as recorded in Plat Book 3, Page 81, Public Records of Polk County, Florida, being described as follows:

COMMENCE at the Southeast corner of said Section 2; thence North 00°15'54" West, along the East line of said Section 2, a distance of 1,318.36 feet to the Southeast corner of the Northeast 1/4 of said Southeast 1/4, also being the Southeast corner of Lot 5, WEBSTER & OMOHUNDRO EST. LANDS, as recorded in Plat Book 3, Page 81, Public Records of Polk County, Florida; thence South 89°53'23" West, along the South line of said Northeast 1/4 of the Southeast 1/4, also being the South line of said Lot 5, a distance of 33.00 feet to the West right-of-way line of Providence Road as shown on the Florida Department of Transportation Right-of-Way Map Section 16780-2150 for the POINT OF BEGINNING; thence South 00°15'54" East, along said West right-of-way line, 29.31 feet; thence South 89°44'06" West, along said West right-of-way line, 2.00 feet; thence South 00°15'54" East, along said West right-of-way line, 15.29 feet to a line being 50.00 feet South of and parallel with the South line of the North 653.90 feet of the South 1/2 of said Northeast 1/4 of the Southeast 1/4; thence South 89°54'35" West, along said line, 400.00 feet; thence North 00°15'54" West, 44.47 feet to said South line of said Northeast 1/4 of the Southeast 1/4, also being the South line of said Lot 5; thence North 89°53'23" East, along said South line, 205.00 feet to the West line of the East 230.00 feet of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 2; thence North 00°15'54" West, along said West line, 5.46 feet to the South line of the North 653.90 feet of the South 1/2 of said Northeast 1/4 of the Southeast 1/4; thence North 89°54'35" East, along said South line, 197.00 feet to said West right-of-way line of Providence Road; thence South 00°15'54" East, along said West right-of-way line, 5.39 feet to the POINT OF BEGINNING. Said parcel containing 18,943 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P Ammermann

Digitally signed by Jeffrey P Ammermann Date: 2024.01.26 12:06:03 -05'00'

JEFFREY P. AMMERMANN, P.S.M. FLORIDA REGISTRATION PSM 7388 JAMMERMANN@CHASTAINSKILLMAN.COM THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

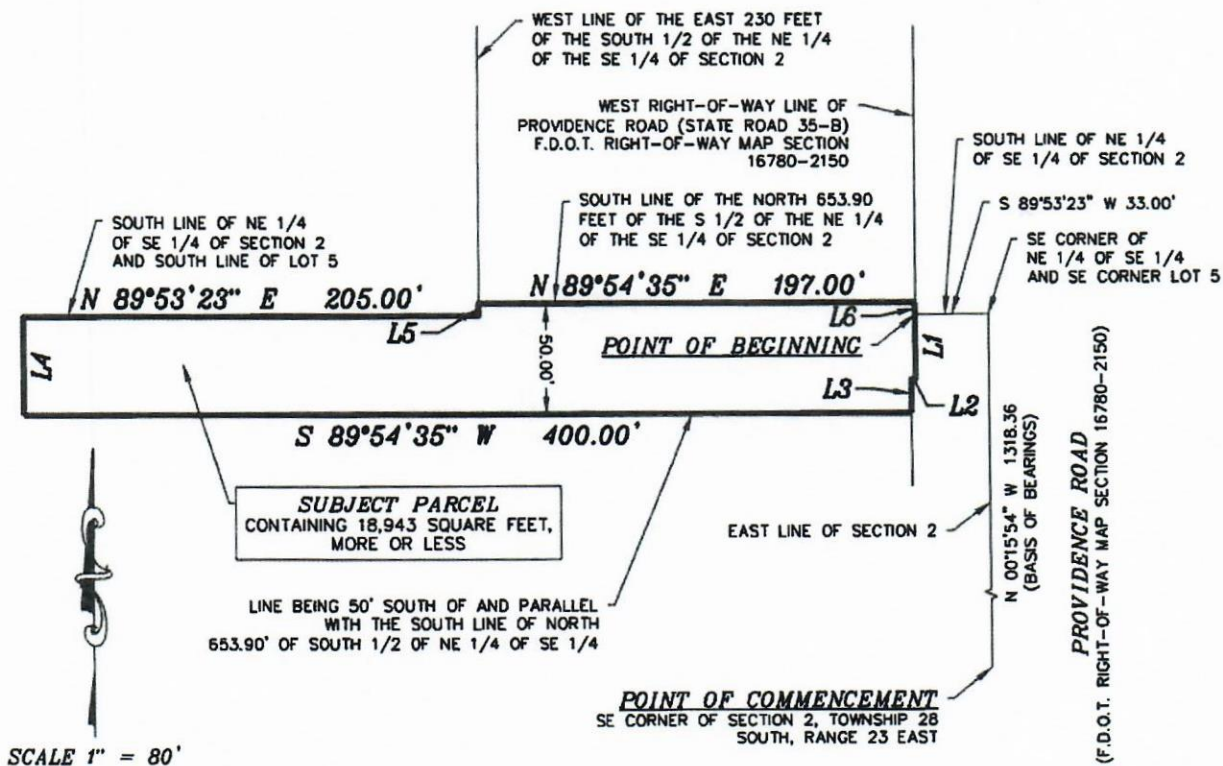
SHEET 1 OF 2 SEE SHEET 2 FOR DESCRIPTION SKETCH, LEGEND, AND SURVEYOR'S NOTES

Table with 3 columns: Prepared by (Chastain-Skillman, Inc.), Drawn by (S. Childs), and Date (01/26/2024). Includes sheet number 10135.03 and sheet identifier V-01.

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DESCRIPTION SKETCH



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°15'54" E	29.31'
L2	S 89°44'06" W	2.00'
L3	S 00°15'54" E	15.29'
L4	N 00°15'54" W	44.47'
L5	N 00°15'54" W	5.46'
L6	S 00°15'54" E	5.39'

SURVEYOR'S NOTES:

- 1) This is not a boundary survey.
- 2) Bearings are based on the East line of Section 2, Township 28 South, Range 23 East, Polk County, Florida, being North 00°15'54" West.
- 3) See sheet 1 of 2 for description, certifications, and Surveyor's signature.

SHEET 2 OF 2

PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

10135.03

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 01/26/2024

SHEET NO. V-02