

*This Instrument Prepared By:*  
*Polk County Utilities*  
*1011 Jim Keene Blvd.*  
*Winter Haven, FL 33880*

POLK COUNTY UTILITIES EASEMENT  
(CORPORATE)

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_A.D.,  
between \_\_\_\_\_  
whose address is \_\_\_\_\_, County of  
\_\_\_\_\_, and State of \_\_\_\_\_, (the GRANTOR), and POLK  
COUNTY, a political subdivision of the State of Florida, (the GRANTEE),

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, upon, and across the property situated in Polk County, Florida, more particularly described as:

(See Attached Exhibit "A" - Legal Description and Exhibit "B" - Sketch)

(Polk County Parcel ID No. \_\_\_\_\_ )

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 the right of free ingress and egress over and across said property for the purposes of constructing, installing, 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 the roots of trees, shrubs, bushes, and plants that may adversely affect the operation of said utilities.

This Grant of Easement 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 area subject to the easement granted hereby (the "Easement"), including without limitation for improved parking areas, improved driveways, and landscaping, which are not inconsistent with the use of the Easement by the GRANTEE for the purposes granted hereby. 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 written approval of the County's utilities entity, the limited use of trees, walls, and mounded landscaping may be utilized within the Easement by the GRANTOR.

The GRANTOR shall not have the right to grant other easements to other parties without the prior written consent of the County's utilities entity. 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 that existed prior to the disturbance activity by the GRANTEE.

IN WITNESS WHEREOF, the said 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:

\_\_\_\_\_  
Witness GRANTOR

\_\_\_\_\_  
Printed Name of Witness Printed Name of GRANTOR

\_\_\_\_\_  
Witness Title

\_\_\_\_\_  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

THE FOREGOING instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_AD, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

(Seal)

\_\_\_\_\_  
Notary Public  
State of Florida at Large

\_\_\_\_\_  
Printed Name of Notary

Commission No. \_\_\_\_\_  
My commission expires \_\_\_\_\_