



Sections 11 & 14, Township 27 South, Range 26 East



Polk County - Lake Lowery CFWI DMIT Proposed Easement



	Proposed Wells	
	Permanent Easement (10x20 feet)	
	Temporary Construction Area (about 41x160 feet)	

Prepared by:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604

Return recorded original to:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604
Attn. Land Resources Bureau

PERPETUAL EASEMENT

This Easement (this "Easement") is made and entered into this ____ day of _____ 2025, by and between Polk County, a political subdivision of the State of Florida, having an address of 330 West Church Street, Bartow, Florida, 33830, hereinafter called "Grantor", and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as "Grantee".

Grantor, for and in consideration of the sum of Ten Dollars and no cents (\$10.00) and other good and valuable consideration from Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee a non-exclusive, perpetual easement to enter upon, over and across and to use any and all lands more particularly described below solely for the following purposes:

- a. To construct, maintain, repair, or replace two monitoring wells and data monitoring equipment over the land more particularly described on Exhibit "A" (the "Well Site Easement Area"); and
- b. For ingress and egress upon, over and across the land more particularly described on Exhibit "A" (the "Well Site Easement Area") to access the monitoring wells and equipment in order to perform hydrologic measurements.

Grantee shall exercise all of its rights contained in this Easement in the least intrusive manner so as not to interfere with Grantor's use of its property. Grantor reserves the right to use the Well Site Easement Area in any manner not inconsistent with this Easement; provided, however, that Grantor shall avoid physically disturbing the well casing or cover (water meter box) of the monitoring well or wells in any way.

Grantee hereby agrees to protect, indemnify, and hold harmless the Grantor from and against any and all liabilities, losses, damages or expenses, reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, arising on account of, relating to, in connection with loss of life, bodily injury or damage to property, arising out of the use of the Well Site Easement Area by the Grantee and its contractors and agents, except to the extent such liability is finally judicially determined to directly arise from the willful misconduct or negligence of the Grantor. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Grantor believes is covered by this indemnity, the Grantor shall give the Grantee notice of the matter. Any failure or delay of the Grantor to notify the Grantee of any such suit, claim or

demand shall not relieve the Grantee of its obligations under this provision but shall reduce such obligations to the extent of any increase in those obligations caused solely by any such failure or delay. This provision shall not be construed as a waiver of Grantee's sovereign immunity for torts or an extension of such liability beyond the limits established in Section 768.28, F.S.

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns, successors, and tenants of the parties hereto. This Easement may be amended or modified only by an instrument signed by Grantor and Grantee.

The formation, interpretation and performance of this Easement shall be construed pursuant to and governed by the laws of the State of Florida. In the event of any dispute arising out of this Easement or any instrument given in connection herewith, or in the event it shall become necessary for any party to employ counsel to protect the party under this Easement or any instrument given in connection herewith, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the Grantee's sovereign immunity or extend the Grantee's liability beyond the limits established in Section 768.28, F.S.

This grant shall not constitute a dedication to the public, and no parties shall have any rights or entitlements pursuant to the terms of this Easement except as specifically set forth herein.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first written above.

Grantor:

Signed, sealed and delivered
in the presence of:

Polk County, a political subdivision
of the State of Florida

Witness #1 signature
Print Name: _____
Address: _____

By: _____
Name: T.R. Wilson
Title: Chairman

Witness #2 signature
Print Name: _____
Address: _____

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by T.R. Wilson as Chairman of *_____, on behalf of the County, who is personally known to me or has produced _____ as identification.

*Polk County Board of County Commissioners
(AFFIX NOTARY SEAL)

Notary Public
Print Name _____

My Commission Expires _____

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

Grantee:

Southwest Florida Water Management District

By: Michelle Williamson
Name: Michelle Williamson
Title: Chair

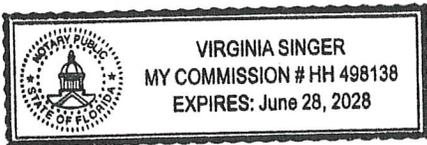
ATTEST: [Signature]
By: _____
Name: Paul J. Bispham
Title: Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Hernando ~~POLK~~

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of December, 2024, by Michelle Williamson as Governing Board Chair of the Southwest Florida Water Management District, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)



Virginia Singer
Notary Public
Print Name Virginia Singer
My Commission Expires June 28, 2028

EXHIBIT "A"

Legal Description Parcel 20-020-147 (Well Site Easement Area)

A parcel of land lying and being in the Northwest 1/4 of Section 14, and in the Southwest 1/4 of Section 11, Township 27 South, Range 26 East, Polk County Florida, being more particularly described as follows:

Commence at the Northwest corner of said Northwest 1/4 of section 14 also being the Southeast corner of Section 10, Township 27 South, Range 26 East; thence run along and coincident with the north line of said Northwest 1/4 of Section 14, North 89°48'33" East, a distance of 110.69 feet; thence leaving said north line, North 00°00'00" East, a distance of 5.00 feet for a POINT OF BEGINNING; thence North 89°48'33" East, a distance of 20.00 feet; thence South 00°00'00" West, a distance of 10.00 feet; thence South 89°48'33" West, a distance of 20.00 feet; thence North 00°00'00" East, a distance of 10.00 feet; to the POINT OF BEGINNING.

The above-described parcel containing 200.0 sq ft or 0.005 acres, more or less

The bearings shown herein are referenced to the West Zone of the Florida State Plane Coordinate System (NAD 83, 2011 adjustment) the bearing of North 89° 48' 33" East along the North line of the Northwest 1/4 of Section 14 is held as reference.

Remainder of this page is intentionally left blank.

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (Agreement) is made and entered into by and between Polk County, a political subdivision of the State of Florida, having a mailing address of 330 West Church Street, Bartow, Florida 33830 (Licensor) and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, (Licensee).

WHEREAS, Licensor holds an interest in the right-of-way located within Polk County and referenced in the attached Exhibit "A" (Property); and

WHEREAS, Licensee desires temporary access and use of a portion of the Property further described below to use as access for construction equipment and materials during the construction of two monitor wells and data monitoring equipment; and

WHEREAS, Licensor agrees to allow access and use of the portion of the Property further described below for the purposes provided herein.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, Licensor and Licensee hereby agree as follows:

1. Licensor grants to Licensee, its employees, agents, and subcontractors a license to enter upon, over and across and to use all lands, more particularly described in Exhibit "A", attached hereto, and incorporated herein by this reference (Temporary License Area). Uses include ingress and egress for workers, machinery, and vehicles over and across the Temporary License Area for the construction and installation of two monitoring wells. Uses may also include, but are not limited to, the temporary storage of vehicles and other construction materials and equipment in connection with the construction of the Project by Licensee. The number of workers, and the type of machinery and vehicles, will be the minimum reasonably necessary to effectuate the purpose of this Agreement.
2. The license period will begin upon the initial start of project construction by the Licensee and will continue in effect through the completion of construction of the project by Licensee, unless earlier terminated by either party giving sixty (60) days prior written notice to the other party, at the addresses set forth above.
3. Licensee agrees that: (i) it will, at its expense, promptly comply with all laws, rules, and regulations promulgated by any governmental authority having jurisdiction over the Temporary License Area that pertain to Licensee's use of the Temporary License Area by Licensee; (ii) it will not at any time claim any interest or estate of any kind in the Temporary License Area; (iii) it will not create or cause to be imposed, claimed or filed upon the Temporary License Area, or any portion thereof, or upon the interest therein of Licensor, any lien, charge, or encumbrance whatsoever; and (iv) upon termination of this Agreement, it will promptly restore the Temporary License Area to a safe and aesthetic condition, as existed prior to Licensee's use.

4. To the extent permitted by law, Licensor agrees to indemnify and hold harmless the Licensee, its agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney's fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by Licensor, or anyone for whose acts or omissions Licensor may be liable as a result of Licensor's fee ownership of the Property or Licensor's use of the Temporary License Area. Nothing contained herein will constitute a waiver of the Licensee's sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recovery under Section 768.28, F.S. This provision will survive the termination of this Agreement.
5. Licensee will at all times keep the Temporary License Area free of hazardous materials generated by, resulting from or being incident to Licensee's use of the Temporary License Area , and neither Licensee nor any of its employees, agents, invitees, licensees, or contractors will use, generate, manufacture, refine, treat, process, produce, store, deposit, handle, transport, release, or dispose of hazardous materials in, on or about the Temporary License Area , in violation of any federal, state or local laws, rules, regulations, ordinances, orders, codes, and guidelines currently in existence or hereafter enacted or rendered. Licensee will give Licensor prompt written notice of any claim received by Licensee from any person, entity, or governmental agency that a release or disposal of hazardous materials has occurred on the Temporary License Area.
6. This Agreement may not be assigned, in whole or in part, by Licensee without the written consent of Licensor, which consent may be withheld by Licensor in its sole discretion.
7. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof or the waiver of any breach of any other provision of this Agreement.
8. If any covenant or provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision will be dependent upon any other covenant or provision unless so expressed herein.
9. This Agreement may only be amended by an instrument in writing signed by both the Licensor and the Licensee.
10. The parties acknowledge and agree that all documents of any kind relating to this Agreement may be public records and shall be treated as such unless otherwise confidential or exempt in accordance with Florida law, particularly Chapter 119, Florida Statutes.
11. This Agreement will be construed in accordance with the laws of the State of Florida and venue of any legal proceedings will be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue will be in the United States District Court for the Middle District of Florida.

12. Except as otherwise specified herein, the Licensor and Licensee will each be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.
13. This Agreement will be deemed automatically terminated upon any failure of performance by Licensee of its obligations under the terms of this Agreement, provided Licensor will have given Licensee at least ten (10) days advance written notice (unless otherwise provided herein, or, in the case of an emergency, such lesser time and form of notice as is reasonable) of the failure, and the failure will not have been cured within such applicable period.
14. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.
15. The signatures of all parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and will have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.
16. In no event shall either party be liable to the other for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this agreement, whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and year last written below.

LICENSOR:

Polk County, a political subdivision of the State of Florida

By: _____

Name: T.R. Wilson

Title: Chairman

Date: _____

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and year last written below.

LICENSEE:

Southwest Florida Water Management District

By:  _____

Brian Starford, P.G
Operations, Lands and Resource Monitoring
Division Director

Date: 2/18/25

Exhibit A
 Lake Lowery CFWI
 Temporary License Agreement

ID	Longitude	Latitude
1	-81.68976	28.143054
2	-81.689256	28.143059
3	-81.689254	28.143009
4	-81.689481	28.143006
5	-81.68949	28.142962
6	-81.689761	28.142945



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