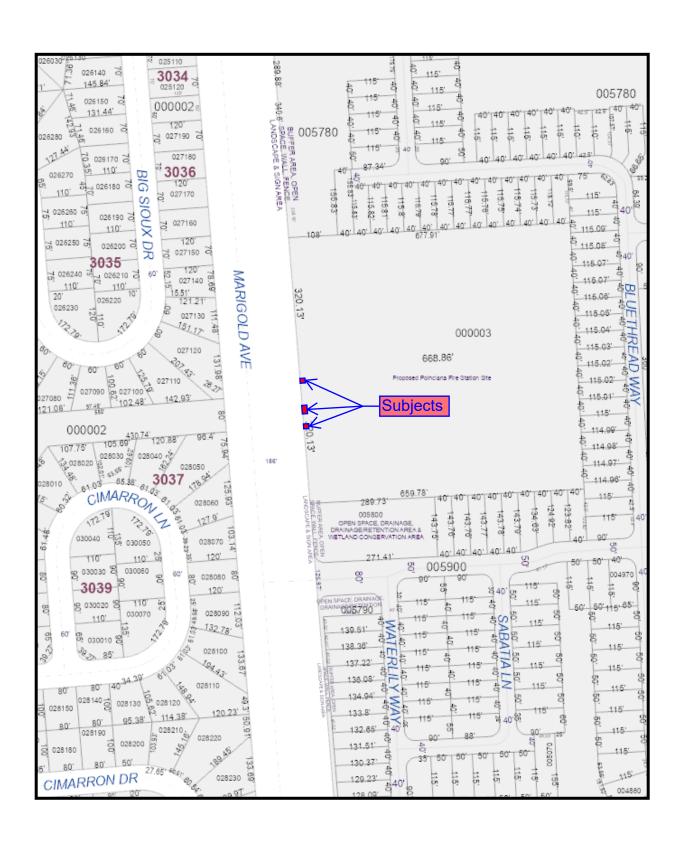




SECTION 22, TOWNSHIP 28 SOUTH, RANGE 28 EAST



Prepared by or under the direction of Anthony J. Cotter, General Counsel And after recording return to: Office of the General Counsel Tohopekaliga Water Authority 951 Martin Luther King Blvd. Kissimmee, Florida 34741

Project Name/#: Polk County Sheriff Facility #230122.xx.jm

Parcel ID No.:28-28-22-935710-000003

 (Space above this line	for recording data)	
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EASEMENT

THIS EASEMENT is made and granted this _____ day of ______ 202__, by POLK COUNTY (the "Grantor"), a political subdivision of the State of Florida, having its principal place of business located at 330 W. Church Street, Bartow, Florida 33830, to the TOHOPEKALIGA WATER AUTHORITY ("TOHO"), an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, having its principal place of business located at 951 Martin Luther King Blvd., Kissimmee, Florida 34741. (Grantor and TOHO are sometimes together referred to herein as the "Parties", and separately as the "Party").

- (\$10.00) and other good and valuable consideration receipt and sufficiency of which is hereby acknowledged, does hereby authorize the use of and hereby grants to TOHO, its successors and assigns, a perpetual non-exclusive utility easement across a parcel of real property in Polk County, Florida, as more particularly described in attached **Exhibit A** (the "**Easement Area**"), for the purposes of: (a) installing, maintaining, operating, repairing, refiguring, or reconstructing water and wastewater utilities and associated facilities within the Easement Area (collectively, the "Facilities"); (b) all other rights and privileges reasonably necessary, in TOHO's sole discretion, for the safe, reliable, and efficient installation, operation, repair, and maintenance of the Facilities; and (c) ingress and egress to the Easement Area for the above-stated purposes, subject to the terms and provisions set forth herein.
- Area for any lawful purposes that do not unreasonably interfere with the Facilities and/or easement rights granted to TOHO in this instrument, which may include parking, paving, sidewalks, green spaces, recreational areas, and drive aisles for motor-vehicles. Additionally, Grantor may continue to use the Easement Area for lighting and landscaping, in accordance with TOHO approved plans or as may otherwise be approved by TOHO in its reasonable discretion. Notwithstanding the foregoing, however, Grantor shall not place any permanent structures or improvements such as buildings or foundations on, over, or across the Easement Area. TOHO shall have the right to remove any such permanent structures or improvements placed on, over, or across the Easement Area at the expense of Grantor, and TOHO shall have the right to clear the Easement Area of trees, limbs, vegetation, or other physical objects which endanger or interfere with the safe or efficient installation, operation, maintenance, repair, or replacement of Facilities existing within the Easement Area.

3. TOHO's Use of Easement Area.

- a. TOHO will, at its sole cost and expense, restore the surface of any disturbed portion of the Easement Area to its original condition as near as is reasonably practical, the damage or disturbance to which shall have been caused by the installation, maintenance, operation, repair, inspection, replacement or removal of the Facilities or other exercise by TOHO of its rights under this instrument. Such restoration shall be completed within a commercially reasonable time following completion of the work that caused the damage or disturbance. In the event the required restoration is not completed by TOHO, Grantor shall provide TOHO with written notice of same, and Grantor shall thereafter have the right to undertake all reasonably necessary restoration and recover from TOHO the actual, third party out of pocket expenses incurred in connection therewith. The provisions of this section shall expressly survive the termination of this Agreement.
- b. Any rights granted hereunder shall be exercised only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto.
- c. TOHO shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area or any other property in connection with the exercise of TOHO's rights hereunder.
- d. If this Easement shall be abandoned by TOHO or terminated in any manner, TOHO shall be allowed a reasonable period of time thereafter for the purpose of removing any of the Facilities supplied by TOHO and thereafter all rights and privileges hereunder shall cease and the easement privileges and rights herein granted shall revert to the GRANTOR.
- e. The use of the easement granted in this instrument does not run to the public and no rights hereunder are granted or approved except for the purposes and use by TOHO, and its agents, successors, and assigns for the uses and purposes stated herein.
- 4. Relocation. If Grantor's future orderly development of the premises is in physical conflict with the Facilities, TOHO shall, within commercially reasonable timeframe after receipt of written request from Grantor, relocate said facilities to another mutually agreed upon easement area in Grantor's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to TOHO the full expected cost of the relocation as estimated by TOHO, and (b) GRANTOR shall execute and deliver to TOHO, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, TOHO will create and record a document thereby Releasing the portion vacated by such relocation.
- 5. <u>Amendment and Termination</u>. This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Polk County, Florida.

- 6. Attorney Fees. Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, and costs of collection all as reasonably incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes.
- 7. <u>Miscellaneous</u>. The terms "Grantor" and "TOHO" shall include any and all respective heirs, successors, and assigns of Grantor and TOHO. Any failure by TOHO or Grantor to exercise or continue to exercise or enforce any of the rights granted in this instrument shall not be construed as a waiver or abandonment of the right to at any time, or from time to time, exercise any and all such rights. The rights, privileges and easements granted and conveyed hereunder shall be a burden upon the Easement Area and exist for the benefit of and shall run with title to the applicable property.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Grantor has authorized and caused the execution of this instrument as of the date first above written. Grantor warrants that it is the record owner of the lands to be encumbered by this instrument, that it has the full right and authority to convey to TOHO this perpetual non-exclusive Easement, and that TOHO shall have quiet and peaceful possession, use, and enjoyment of the same, subject to the terms and conditions set forth herein.

WITNESS #1	GRANTOR:
Print Name:	POLK COUNTY, a political subdivision of the State of Florida
Address:	
	By:, Chair Board of County Commissioners
WITNESS #2	
Print Name:	
Address:	
STATE OF FLORIDA	
COUNTY OF POLK	
online notarization, this day of Chair of the Board of County Comm	owledged before me by means of □ physical presence or □ for, 2025, by, as a dissioners of Polk County, a political subdivision of the State personally known to me or □ have produced as identification.
(Seal)	
	Signature of Notary Public
	Name of Notary Typed, Printed or Stamped

EXHIBIT A

[Sketch and Legal]

[SEE ATTACHED <u>6</u> PAGE(S)]

Project Name: Polk County Sheriff – Force Main Project Number: 8822F25-1

Polk County Tax Folio Number: 28-28-22-935710-000003

DESCRIPTION

A parcel of land being a portion of Lot "F" of POINCIANA OFFICE AND INDUSTRIAL PARK VII as recorded in Plat Book 61, Pages 4 and 5, of the Public Records of Polk County, Florida, lying in Section 22, Township 28 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

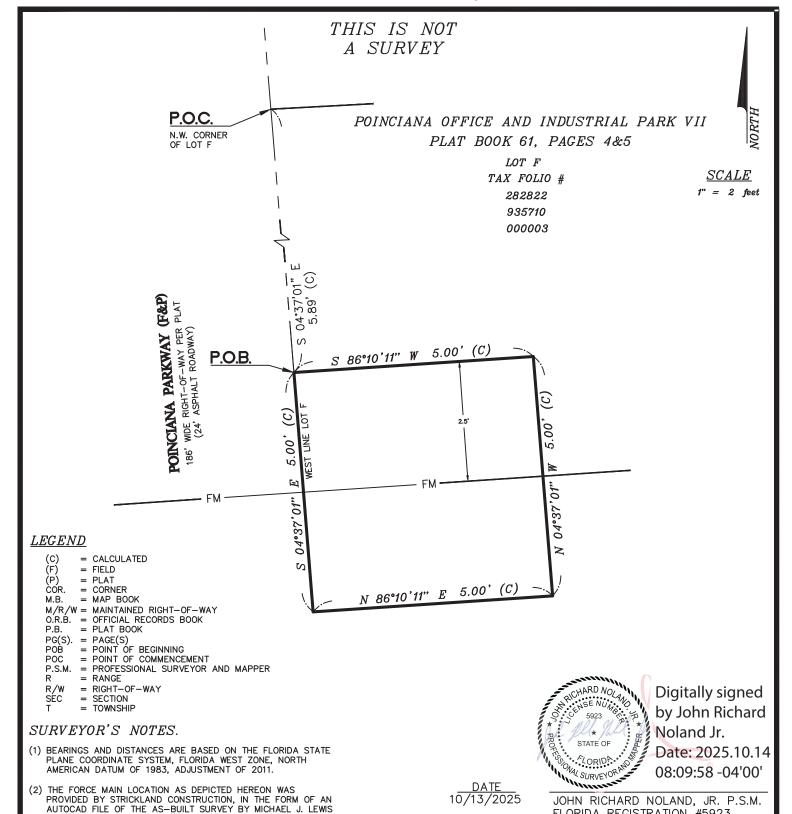
COMMENCE at the Northwest corner of said Lot "F"; thence South 04°37'01" East, along the west line of said Lot "F", 5.89 feet to the **POINT OF BEGINNING**; thence continue South 04°37'01" East, along said west line, 5.00 feet; thence North 86°10'11" East, 5.00 feet; thence North 04°37'01" West, 5.00 feet; thence South 86°10'11" West, 5.00 feet to the **POINT OF BEGINNING**.

Containing 25 square feet, more or less.

SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

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(1) NEW EASEMENT LINES	10/	/13/25	RWY



SEE SHEET 1 OF 2 FOR DESCRIPTION.

P.S.M 6288

THIS SKETCH IS NOT VALID

WITHOUT THE SIGNATURE AND

THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

SKETCH LOCATED IN SECTION 22.

TOWNSHIP 28 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA.

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(1) NEW EASEMENT LINES	10/13/25	RWY	P
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POLK COUNTY ROADS AND DRAINAGE

3000 SHEFFIELD ROAD, WINTER HAVEN, FL 33880

	PHONE: (863) 535-2200 FAX:			(863) 519-8117
	Sheet No.	Drawn by:	Checked by:	Check Date:
_	2 of 2	RWY	JRN	10/13/25
_	Parcel Number:	PREPARED FO	OR:	File Name:
	N/A	REAL ESTATE SERVICES		8822F25-1



FLORIDA REGISTRATION #5923

SURVEYING & MAPPING MANAGER

SURVEYING AND MAPPING SECTION

Project Name: Polk County Sheriff – Re-use water Polk County Tax Folio Number: 28-28-22-935710-000003

DESCRIPTION

Project Number: 8822F25-1

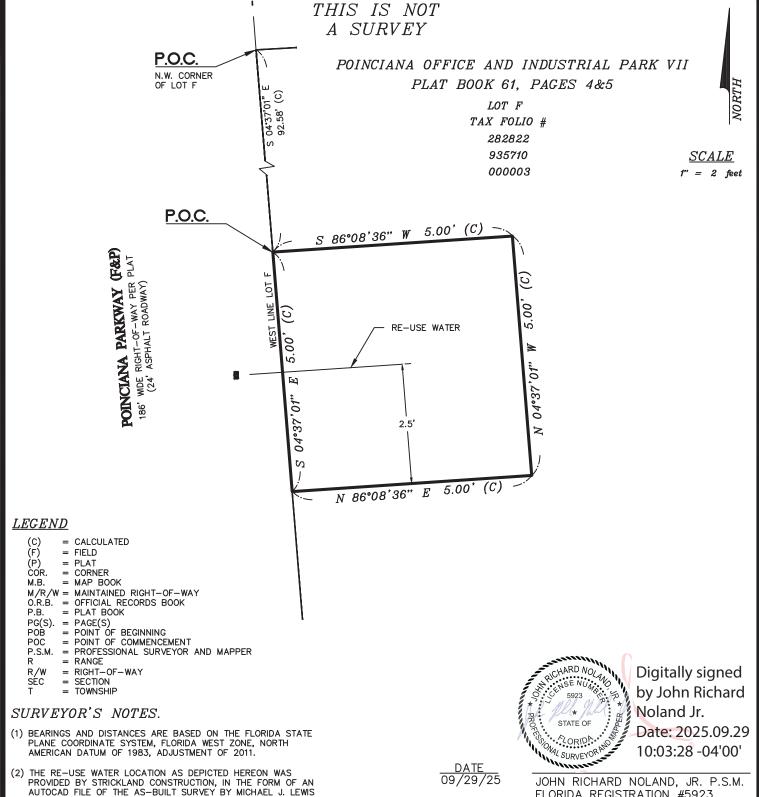
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Containing 25 square feet, more or less.

SHEET 1 OF 2 FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY



SEE SHEET 1 OF 2 FOR DESCRIPTION.

THIS SKETCH IS NOT VALID

WITHOUT THE GIGNATURE AND

THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

SKETCH LOCATED IN SECTION 22.

TOWNSHIP 28 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA.

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POLK COUNTY ROADS AND DRAINAGE

	PHONE: (863) 535-2200		FAX:	(863) 519-8117
	Sheet No.	Drawn by:	Checked by:	Check Date:
_	2 of 2	RWY	JRN	09/29/25
	Parcel Number:	PREPARED FO	OR:	File Name:
_	N/A	REAL E	STATE SERVICES	8822F25-1



FLORIDA REGISTRATION #5923 SURVEYING & MAPPING MANAGER SURVEYING AND MAPPING SECTION

3000 SHEFFIELD ROAD, WINTER HAVEN, FL 33880 Project Name: Polk County Sheriff – Water Project Number: 8822F25-1

Polk County Tax Folio Number: 28-28-22-935710-000003

DESCRIPTION

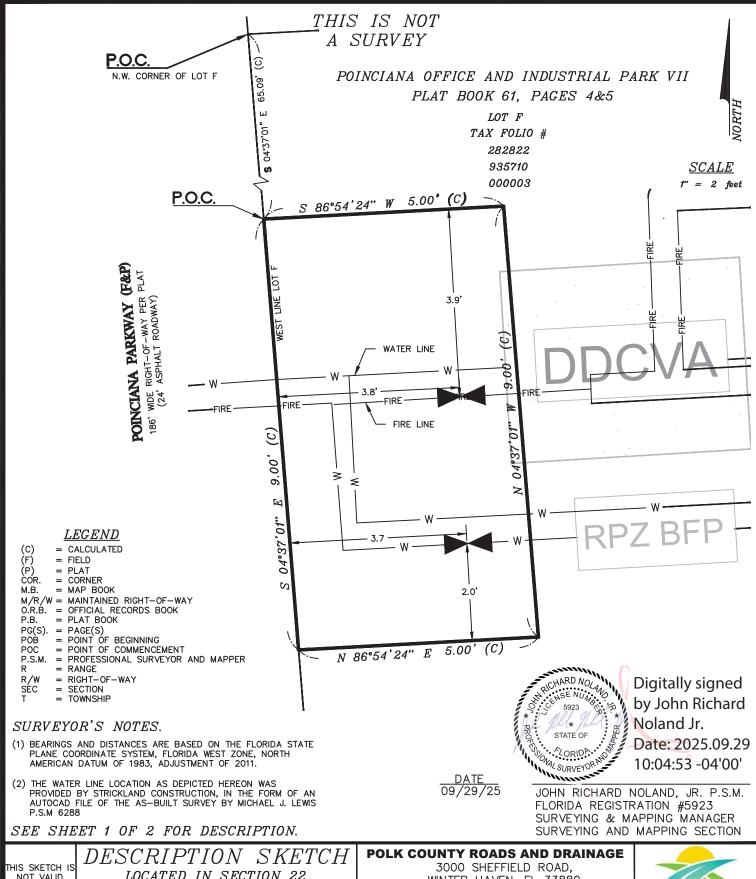
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Containing 45 square feet, more or less.

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REVISION	DATE	BY



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

LOCATED IN SECTION 22. TOWNSHIP 28 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

WINTER HAVEN, FL 33880

	PHONE: (863)	535-2200	FAX:	(863) 519-8117
	Sheet No.	Drawn by:	Checked by:	Check Date:
_	2 of 2	RWY	JRN	09/29/25
	Parcel Number:	PREPARED FO	DR:	File Name:
N/A REAL EST		STATE SERVICES	8822F25-1	



Toho Project Name: Polk County Sheriff Facility

Toho Project #: 230122.xx.jm

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That **POLK COUNTY**, a political subdivision of the State of Florida (the "Seller"), for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money (and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged) to it paid by the Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature ("Toho"), has granted, bargained, sold, transferred, set over and delivered, and by these presents does hereby grant, bargain, sell, transfer, set over and deliver unto Toho, its successors and assigns, all the goods, rights, title, interests, chattels and properties owned by Seller which are used or held for use by Seller exclusively in connection with those water and/or wastewater systems of Seller located on the property described on **Exhibit "A"** attached hereto and incorporated herein by this reference, consisting of all water, wastewater, and reclaimed water lines and other related utility facilities (collectively the "Utility System") constructed and used in connection with the provision of water, wastewater, and reclaimed water utility services. The assets being conveyed hereunder shall hereinafter be referred to as the "Utility Assets."

TO HAVE AND TO HOLD the same unto Toho, its successors and assigns to its and their own use and benefit forever, from and after the date hereof.

Seller represents and warrants to Toho that (i) Seller is the sole owner of and has good and marketable title to the Utility Assets, free and clear of all liens, encumbrances, claims and demands; (ii) Seller has not previously sold or assigned the Utility Assets to any other party; and (iii) Seller will freely and fully warrant and defend the Utility Assets against the lawful claims of any person claiming by, through, or under the Seller.

Seller hereby assigns any and all warranties and guaranties it possesses from any third parties relating to the construction and/or installation of the Utility Assets, to the extent such warranties and guaranties are assignable.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Seller has caused this instrument to be executed as of the date and year written below.

SELLER:	
POLK COUR	NTY, a political subdivision of the da
By: Board of	, Chair f County Commissioners
Address:	330 W. Church Street Bartow, FL 33830
Date:	
of Polk County ly known to	neans of □ physical presence or □ , 2025, by, as , a political subdivision of the State o me or □ have produced
Notary Pu	ublic
Printed N	lame:
My Comn	nission No
My Comr	mission Expires:
	POLK COUNTS State of Floring By: Board of Address: Date: Defore me by not provided the provided Notary Prov

Exhibit "A" LEGAL DESCRIPTION OF THE REAL PROPERTY

Project Name: Polk County Sheriff – Force Main
Project Number: 8822F25-1
Polk County Tax Folio Number: 28-28-22-935710-000003

DESCRIPTION

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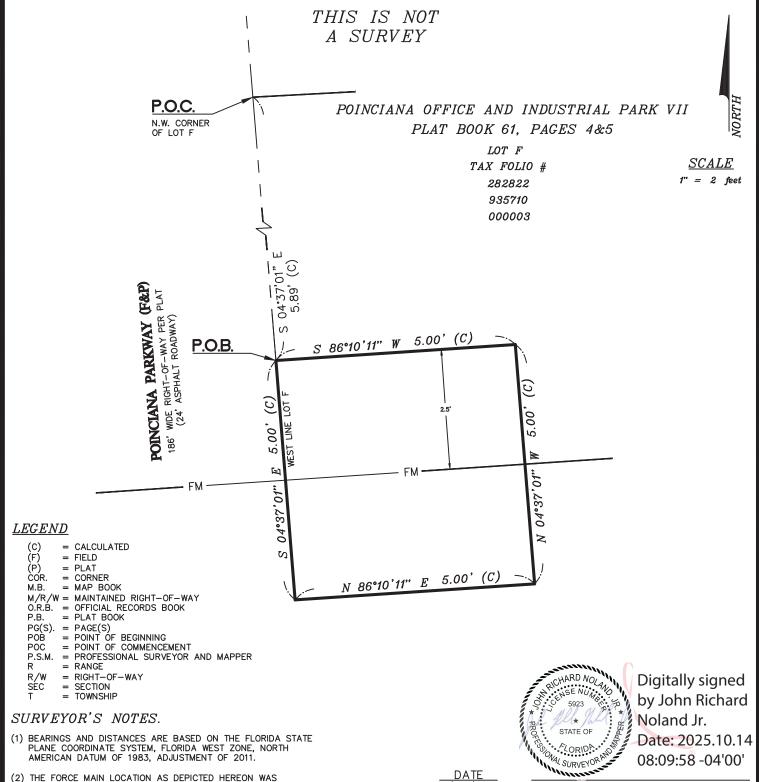
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SHEET 1 OF 2

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(2) THE FORCE MAIN LOCATION AS DEPICTED HEREON WAS PROVIDED BY STRICKLAND CONSTRUCTION, IN THE FORM OF AN AUTOCAD FILE OF THE AS-BUILT SURVEY BY MICHAEL J. LEWIS P.S.M 6288

SEE SHEET 1 OF 2 FOR DESCRIPTION.

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

THIS SKETCH IS NOT VALID

WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

DESCRIPTIONSKETCHLOCATED IN SECTION 22

		SOUTH,	RANGE 28	
EAST,	POLK	COUNTY,	FLORIDA.	

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POLK COUNTY ROADS AND DRAINAGE 3000 SHEFFIELD ROAD,

10/13/2025

WINTER HAVEN, FL 33880

	PHONE: (863) 535-2200 FA			(863) 519-8117
	Sheet No.	Drawn by:	Checked by:	Check Date:
,	2 of 2	RWY	JRN	10/13/25
Υ	Parcel Number:	PREPARED FOR:		File Name:
	N/A	REAL ESTATE SERVICES		8822F25-1



Project Name: Polk County Sheriff – Re-use water Project Number: 8822F25-1 Polk County Tax Folio Number: 28-28-22-935710-000003

DESCRIPTION

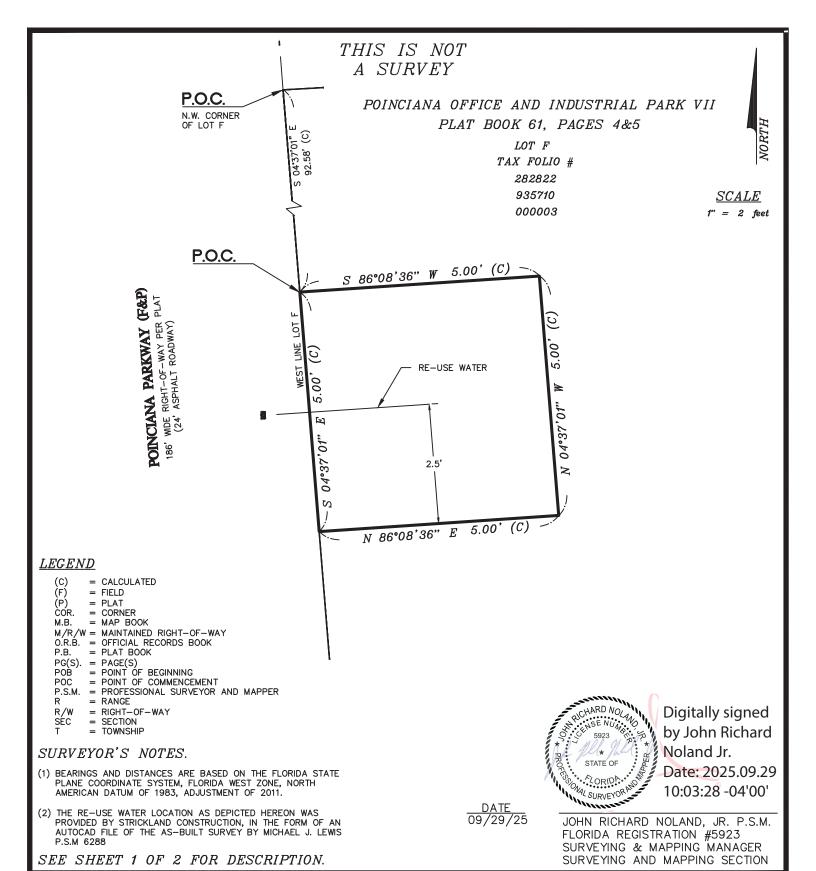
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SHEET 1 OF 2 FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY



THIS SKETCH IS
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SIGNATURE AND
THE ORIGINAL
SEAL OF A
LICENSED
SURVEYOR AND
MAPPER.

DESCRIPTION SKETCH LOCATED IN SECTION 22, TOWNSHIP 28 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA.

REVISION DATE BY

POLK COUNTY ROADS AND DRAINAGE

3000 SHEFFIELD ROAD, WINTER HAVEN, FL 33880

	PHONE: (863) 535-2200 F			(863) 519-8117
	Sheet No.	Drawn by:	Checked by:	Check Date:
_	2 of 2	RWY	JRN	09/29/25
	Parcel Number:	PREPARED FO	OR:	File Name:
	N/A	REAL E	STATE SERVICES	8822F25-1



Project Name: Polk County Sheriff – Water Project Number: 8822F25-1 Polk County Tax Folio Number: 28-28-22-935710-000003

DESCRIPTION

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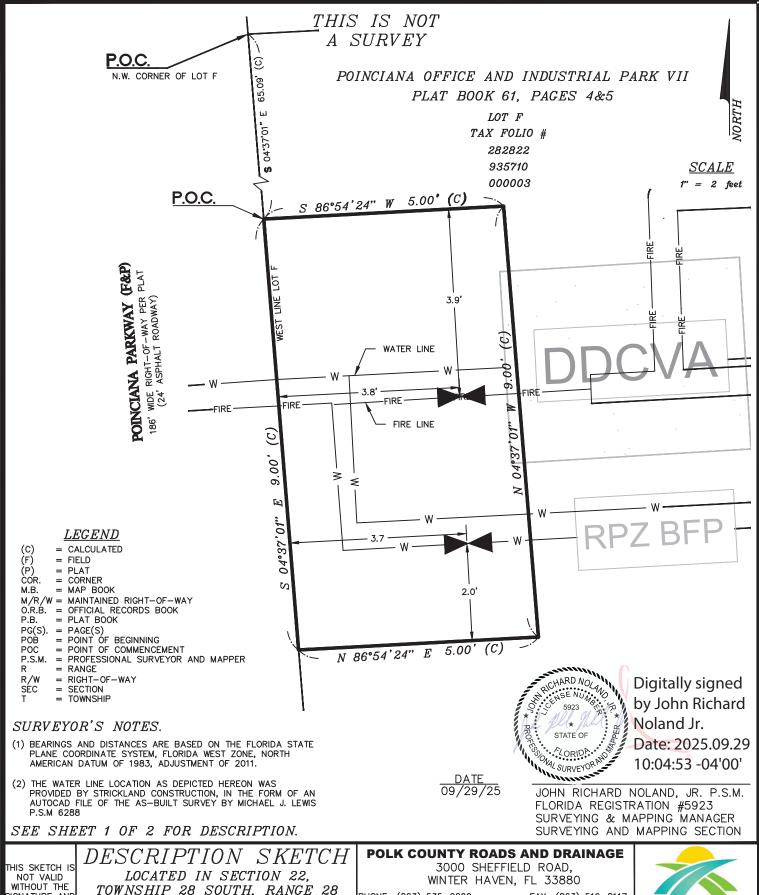
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SHEET 1 OF 2

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TOWNSHIP 28 SOUTH, RANGE 28

EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY	L
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	PHONE: (863)	535-2200	FAX:	(863) 519-8117
	Sheet No.	Drawn by:	Checked by:	Check Date:
_	2 of 2	RWY	JRN	09/29/25
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	N/A	REAL E	STATE SERVICES	8822F25-1

