

BILL OF SALE BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND HILLSBOROUGH COUNTY, FLORIDA

This Bill of Sale is made and entered into by and between the Southwest Florida Water Management District, a public corporation, having a mailing address of 2379 Broad Street, Brooksville, Florida 34604-6899 (District) and Hillsborough County, a political subdivision of the State of Florida, having a mailing address of 601 E. Kennedy Blvd., Tampa, Florida 33602 (County).

WITNESSETH:

The County, in consideration of the sum of Six Hundred Thirty Eight Thousand Five Hundred Fifty and No/100's Dollars (\$638,550.00), to it in hand paid by District, as good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, does hereby sell to District that particular monitor well and facilities, more particularly described in Exhibit A (Monitor Well) attached hereto and made a part hereof, as well as assign to the District the existing Permanent Utility Easement dated April 17, 2019, conveyed to the County for the purposes of operating, maintaining and repairing the Monitor Well, a copy of which is attached hereto as Exhibit B and which contains a legal description and sketch of the property on which the Monitor Well is located.

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

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

Executed by Southwest Florida Water Management District this ___ day of _____ 2020.

Southwest Florida Water Management District

By: _____
Mark Taylor, Chair

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged via () online notarization or () personal appearance, before me this _____ day of _____, 2020, by _____, as _____ of SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA
Printed Name:
My commission expires:

ATTEST: _____
Joel Schleicher, Secretary

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged via () online notarization or () personal appearance before me this _____ day of _____, 2020, by _____, as _____ of SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA
Printed Name:
My commission expires:

Reviewed and Approved

By: _____
Karen E. West, Office of General Counsel

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

Executed by Hillsborough County this ____ day of _____ 2020.

Hillsborough County, Florida

By: _____

As: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged via () online notarization or () personal appearance, before me this ____ day of _____, 2020, by _____, as _____ of HILLSBOROUGH COUNTY, FLORIDA, personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA

Printed Name:

My commission expires:

Approved as to Form and Legality

By: _____

County Attorney

Prepared by:
Ellen Morrison, Assistant Bureau Chief
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34602

Return recorded original to:
Ellen Morrison, Assistant Bureau Chief
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34602

ASSIGNMENT OF EASEMENT

This Assignment of Easement (Assignment) is made this _____ day of _____ 2020, by Miller Florida Homes Ltd, a Florida limited company, (Owner) having an address of 6922 Gaviota Drive, Ruskin, Florida 33573, Hillsborough County, a Political Subdivision of the State of Florida, (Assignor) having an address of 601 E. Kennedy Blvd., Tampa, FL 33602 and the Southwest Florida Water Management District, a public corporation, (Assignee) having an address of 2379 Broad Street, Brooksville, Florida 34604-6899.

WHEREAS, Owner is the fee simple property owner of certain real property located in Hillsborough County, Florida, and more specifically described in Exhibit A attached hereto; and

WHEREAS, Owner granted Assignor a Permanent Utility Easement dated April 17, 2019, and recorded in OR Book 26612, Page 468-474, Hillsborough County Public Records (Easement), a copy of which is attached hereto as Exhibit B; and

WHEREAS, Assignor wishes to assign the Easement, Assignee wishes to accept the assignment of the Easement, and Owner consents to the assignment of the Easement to Assignee.

NOW THEREFORE, in consideration of the sum of Ten Dollars and no cents (\$10.00) and other good and valuable consideration from Assignee to Owner and Assignor, the receipt and sufficiency of which are hereby acknowledged, Owner, Assignor, and Assignee agree as follows:

1. The Easement is hereby assigned by Assignor to the Assignee, consented to by the Owner, and accepted by the Assignee.
2. All other terms and conditions of the Easement remain in full force and effect, including the right of access over, across, upon, through and under the area described in Exhibit A hereto, for utility purposes to maintain, repair, and replace utility monitoring well facilities and related fixtures and appurtenances thereto.
3. **ELECTRONIC SIGNATURES AUTHORIZED.** The parties agree that this Assignment of Easement may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the day and year last written below.

(Signatures continue on following page)

DRAFT

Exhibit 3

Executed by Miller Family Homes, Ltd., this ____ day of _____, 2020.

MILLER FAMILY HOMES, LTD., a
Florida limited company,

Witness #1 signature

Print Witness Name

By: _____
Its: _____

Witness #2 signature

Print Witness Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged via () online notarization or () personal appearance, before me this _____ day of _____, 2020, by _____, as _____ of MILLER FAMILY HOMES, LTD., on behalf of the company, personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA
Printed Name:
My commission expires:

(Signatures continue on following page)

Executed by Hillsborough County this ___ day of _____ 2020.

Hillsborough County, Florida

By: _____

As: _____

ATTEST:

By: _____

As: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged via () online notarization or () personal appearance, before me this _____ day of _____, 2020, by _____, as _____ of HILLSBOROUGH COUNTY, FLORIDA, personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA

Printed Name:

My commission expires:

Approved as to Form and Legality

By: _____

County Attorney

(Signatures continue on following page)

Executed by Southwest Florida Water Management District this ___ day of _____ 2020.

Southwest Florida Water Management District

By: _____
Mark Taylor, Chair

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged via () online notarization or () personal appearance, before me this _____ day of _____, 2020, by _____, as _____ of SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA
Printed Name:
My commission expires:

ATTEST: _____
Joel Schleicher, Secretary

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged via () online notarization or () personal appearance before me this _____ day of _____, 2020, by _____, as _____ of SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA
Printed Name:
My commission expires:

Approved as to Form and Legality
By: _____
Karen West
Office of General Counsel

Exhibit 3

December 4, 2018

2018-036-U
CIP 10259000
SHARE
Parcel 900
Folio 054248-1700

Exhibit "A"

That Part Of:

A parcel of land lying in Section 2 and Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S 00°01'41" E, 120.55 feet to a point on the North right-of-way line of State Road No. 674; thence along said North right-of-way line the following two (2) courses: 1) S 89°17'02" W, 109.53 feet; 2) N 87°53'21" W, 3432.44 feet to a point on the Easterly limited access right-of-way line of Interstate Highway No. 75, said point being on a curve and also being the Point of Beginning; thence continuing along said Easterly limited access right-of-way line, Northwesterly, 1081.94 feet along the arc of a curve to the right having a radius of 1179.24 feet and a central angle of 52°34'05" (chord bearing N 50°59'22" W, 1044.39 feet), to a point on the Southerly line of Lake "A" Drainage Easement as recorded in Official Records Book 5361, Page 248 of the Public Records of Hillsborough County, Florida; thence along said Southerly and Easterly lines of said Lake "A" the following thirty-eight (38) courses: 1) N 33°05'42" E, 80.06 feet; 2) S 37°55'32" E, 134.76 feet; 3) S 42°39'33" E, 104.91 feet; 4) S 83°23'13" E, 30.37 feet; 5) N 70°02'26" E, 82.95 feet; 6) S 74°23'14" E, 167.18 feet; 7) N 80°45'39" E, 211.55 feet; 8) N 87°39'56" E, 49.79 feet; 9) N 56°45'51" E, 73.91 feet; 10) N 01°29'36" W, 40.33 feet; 11) West, 59.95 feet; 12) N 45°50'51" W, 38.73 feet; 13) N 35°41'56" W, 126.17 feet; 14) N 43°09'27" W, 143.45 feet; 15) N 46°11'18" W, 147.03 feet; 16) N 49°47'34" W, 115.26 feet; 17) N 53°10'06" W, 72.83 feet; 18) N 49°38'19" W, 80.58 feet; 19) N 50°37'12" W, 76.72 feet; 20) N 44°14'51" W, 63.96 feet; 21) N 23°44'33" W, 78.06 feet; 22) N 09°33'42" W, 50.82 feet; 23) N 10°07'23" E, 223.74 feet; 24) N 21°35'57" E, 70.75 feet; 25) N 42°31'04" E, 55.25 feet; 26) N 50°44'01" E, 523.35 feet; 27) N 29°54'46" E, 56.21 feet; 28) N 11°38'19" W, 51.50 feet; 29) N 33°06'33" W, 110.49 feet; 30) N 31°38'10" W, 190.29 feet; 31) N 27°43'03" W, 73.88 feet; 32) N 22°59'01" W, 53.91 feet; 33) N 62°01'10" W, 45.28 feet; 34) S 89°28'30" W, 331.28 feet; 35) S 61°22'27" W, 43.02 feet; 36) N 00°13'55" W, 811.77 feet; 37) S 89°46'05" W, 10.00 feet; 38) N 00°13'55" W, 310.19 feet; thence N 89°46'05" E, 355.07 feet to a point on a curve, said point also being on the Westerly right-of-way line of Cypress Village Boulevard as recorded in Official Records Book 5361, Page 243, of the Public Records of Hillsborough County, Florida; thence along said Westerly right-of-way line the following three (3) courses: 1) Southeasterly, 2088.31 feet along the arc of a curve to the left having a radius of 1895.00 feet and a central angle of 63°08'26" (chord bearing S 24°30'47" E, 1984.23 feet); 2) S 52°26'12" E, 172.95 feet to a point on a curve; 3) Southeasterly, 307.74 feet along the arc of a curve to the right having a radius of 738.00 feet and a central angle of 23°53'30" (chord bearing S 44°08'15" E, 305.51 feet); thence S 67°58'06" W, 117.45 feet; thence S 21°26'58" W, 1540.10 feet to the Point of Beginning.

Lying within the following metes and bounds description:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S 00°01'41" E, 120.55 feet along the East boundary of said Southeast 1/4 of Section 11 to a point on the North right-of-way line of State Road No. 674; thence along said North right-of-way line, the following two (2) courses: 1) S 89°17'02" W, 109.53 feet; 2) N 87°53'21" W, 2619.97 feet to a point on a curve; thence leaving said Northerly right-of-way line, Northeasterly, 54.98 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N 47°06'39" E, 49.50 feet) to a point of tangency; thence N 02°06'39" E, 218.00 feet to a point of curvature; thence Northwesterly, 336.44 feet along the arc of a curve to the left having a radius of 938.00 feet and a central angle of 20°33'02" (chord bearing N 08°09'52" W, 334.64 feet) to a point of reverse curvature; thence Northerly, 417.47 feet along the arc of a curve to the right having a radius of 862.00 feet and a central angle of 27°44'54" (chord bearing N 04°33'56" W, 413.40 feet) to a point of reverse curvature; thence Northwesterly, 842.28 feet along the arc of a curve to the left having a radius of 738.00 feet and a central angle of 65°23'31" (chord bearing N 23°23'14" W, 797.31 feet); thence N 52°26'12" W, 172.95 feet to a point on a curve; thence Northwesterly, 984.60 feet along the arc of a curve to the right having a radius of 1895.00 feet and a central angle of 29°46'11" (chord bearing N 41°11'54" W, 973.57 feet) to a point on the Southerly line of a force main easement as recorded in Official Records Book 22844, Page 787 of the Public Records of Hillsborough County, Florida; thence along said Southerly line S 87°33'02" W, 134.50 feet to the Point of Beginning; thence leaving said Southerly line, S 02°26'58" E, 20.00 feet; thence S 87°33'02" W, 20.00 feet; thence N 02°26'58" W, 20.00 feet to a point on said Southerly line; thence along said Southerly line, N 87°33'02" E, 20.00 feet to the Point of Beginning.

Containing 400.00 square feet, more or less.

Information is not complete without the accompanying sketch.

2018-036-U
South Hillsborough Aquifer Recharge Expansion
Parcels: 900.1
Folio #: 54248-1700
Sec 11, Twp 32, Rge 19

Joshua A Bellotti, Director
BOCC Approval Date: 4/17/19

Hillsborough County Real Estate and
Facilities Services Department
Attn: George Mills
P.O. Box 1110, Tampa, FL 33601

PERMANENT UTILITY EASEMENT

THIS UTILITY EASEMENT is made this 17th day of April, 2019, by and between MILLER FAMILY HOMES, LTD., a Florida limited partnership, whose address is 3633 Gaviota Drive, Ruskin, Florida 33573, as Grantor, and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida, whose post office address is P.O. Box 1110, Tampa, Florida 33601, as Grantee.

WITNESSETH: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid receipt of which is hereby acknowledged, does grant unto Grantee, its successors and assigns, a perpetual, non-exclusive easement, license and right (the "Easement") for utility purposes, over, across, upon, through and under that certain property of Grantor, which is described and depicted on **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Easement Area"). The Easement includes the right to construct, operate, maintain, repair and replace utility monitoring well facilities, and related fixtures and/or appurtenances thereto, together with access over the Easement Area.


TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, and Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

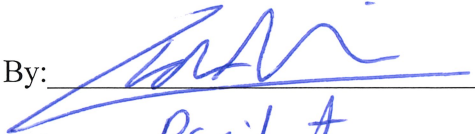
(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

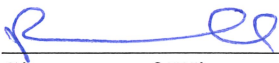
IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed in its name and by the undersigned as of the date first written above.

Signed, sealed and delivered
in the presence of

MILLER FAMILY HOMES, LTD.,
a Florida limited partnership


Signature of Witness #1
Christina Ren
Print Name of Witness #1

By: 
Title: President
Print Name: Adam Miller

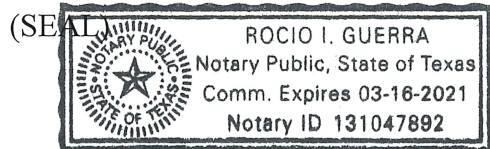

Signature of Witness #2
Rocio I. Guerra
Print Name of Witness #2

ATTEST: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 14th day of Jan, 2019
by Adam Miller, as President of MILLER FAMILY HOMES, LTD., a
Florida limited partnership, on behalf of the Company. He is ☒ personally known to me or ☐
has produced a _____ as identification.

NOTARY PUBLIC:




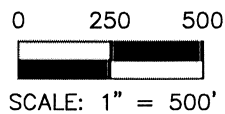
Sign: 
Print: Rocio I. Guerra
My Commission Expires: 3/16/21

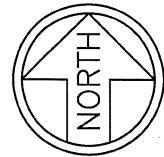
EXHIBIT "A"

Legal Description and Sketch of Easement Area

**DESCRIPTION SKETCH****PARCEL 900**

SECTION 11,
TOWNSHIP 32 SOUTH,
RANGE 19 EAST
FOLIO 054248-1700

2018-036-U
CIP 10259000

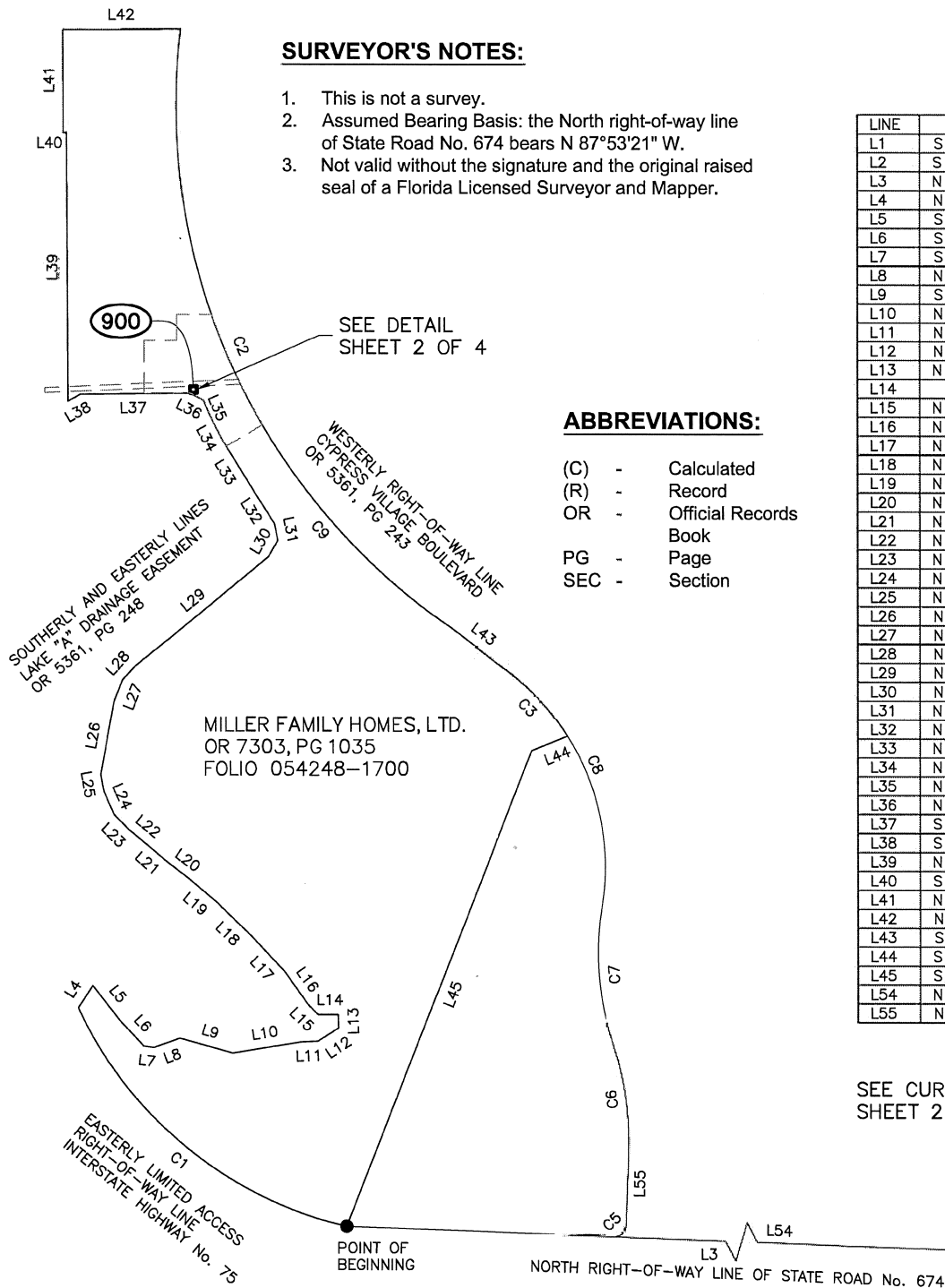
**SURVEYOR'S NOTES:**

1. This is not a survey.
2. Assumed Bearing Basis: the North right-of-way line of State Road No. 674 bears N 87°53'21" W.
3. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LINE	BEARING	DISTANCE
L1	S 00°01'41" E	120.55'
L2	S 89°17'02" W	109.53'
L3	N 87°53'21" W	3432.44'
L4	N 33°05'42" E	80.06'
L5	S 37°55'32" E	134.76'
L6	S 42°39'33" E	104.91'
L7	S 83°23'13" E	30.37'
L8	N 70°02'26" E	82.95'
L9	S 74°23'14" E	167.18'
L10	N 80°45'39" E	211.55'
L11	N 87°39'56" E	49.79'
L12	N 56°45'51" E	73.91'
L13	N 01°29'36" W	40.33'
L14	WEST	59.95'
L15	N 45°50'51" W	38.73'
L16	N 35°41'56" W	126.17'
L17	N 43°09'27" W	143.45'
L18	N 46°11'18" W	147.03'
L19	N 49°47'34" W	115.26'
L20	N 53°10'06" W	72.83'
L21	N 49°38'19" W	80.58'
L22	N 50°37'12" W	76.72'
L23	N 44°14'51" W	63.96'
L24	N 23°44'33" W	78.06'
L25	N 09°33'42" W	50.82'
L26	N 10°07'23" E	223.74'
L27	N 21°35'57" E	70.75'
L28	N 42°31'04" E	55.25'
L29	N 50°44'01" E	523.35'
L30	N 29°54'46" E	56.21'
L31	N 11°38'19" W	51.50'
L32	N 33°06'33" W	110.49'
L33	N 31°38'10" W	190.29'
L34	N 27°43'03" W	73.88'
L35	N 22°59'01" W	53.91'
L36	N 62°01'10" W	45.28'
L37	S 89°28'30" W	331.28'
L38	S 61°22'27" W	43.02'
L39	N 00°13'55" W	811.77'
L40	S 89°46'05" W	10.00'
L41	N 00°13'55" W	310.19'
L42	N 89°46'05" E	355.07'
L43	S 52°26'12" E	172.95'
L44	S 67°58'06" W	117.45'
L45	S 21°26'58" W	1540.10'
L54	N 87°53'21" W	2619.97'
L55	N 02°06'39" E	218.00'

ABBREVIATIONS:

- (C) - Calculated
(R) - Record
OR - Official Records
Book
PG - Page
SEC - Section



SEE CURVE TABLE
SHEET 2 OF 4

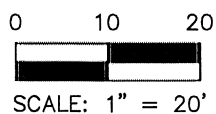
SE CORNER
NE 1/4
SEC 11

JOB:	23601.16	DATE:	12/04/18
DRAWN:	JMS	SCALE:	1" = 500'
CHECKED:	TGD	SHEET:	1 OF 4
DATE	BY	APP	REVISION DESCRIPTION



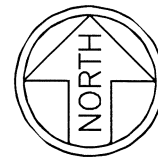
8600 Hidden River Parkway, Suite 550
Tampa, Florida 33637 (813) 977-6005
Certificate of Authorization No. 2886 - LB 7302

THOMAS G. DAVIS, PLS 5177
METZGER + WILLARD, INC.

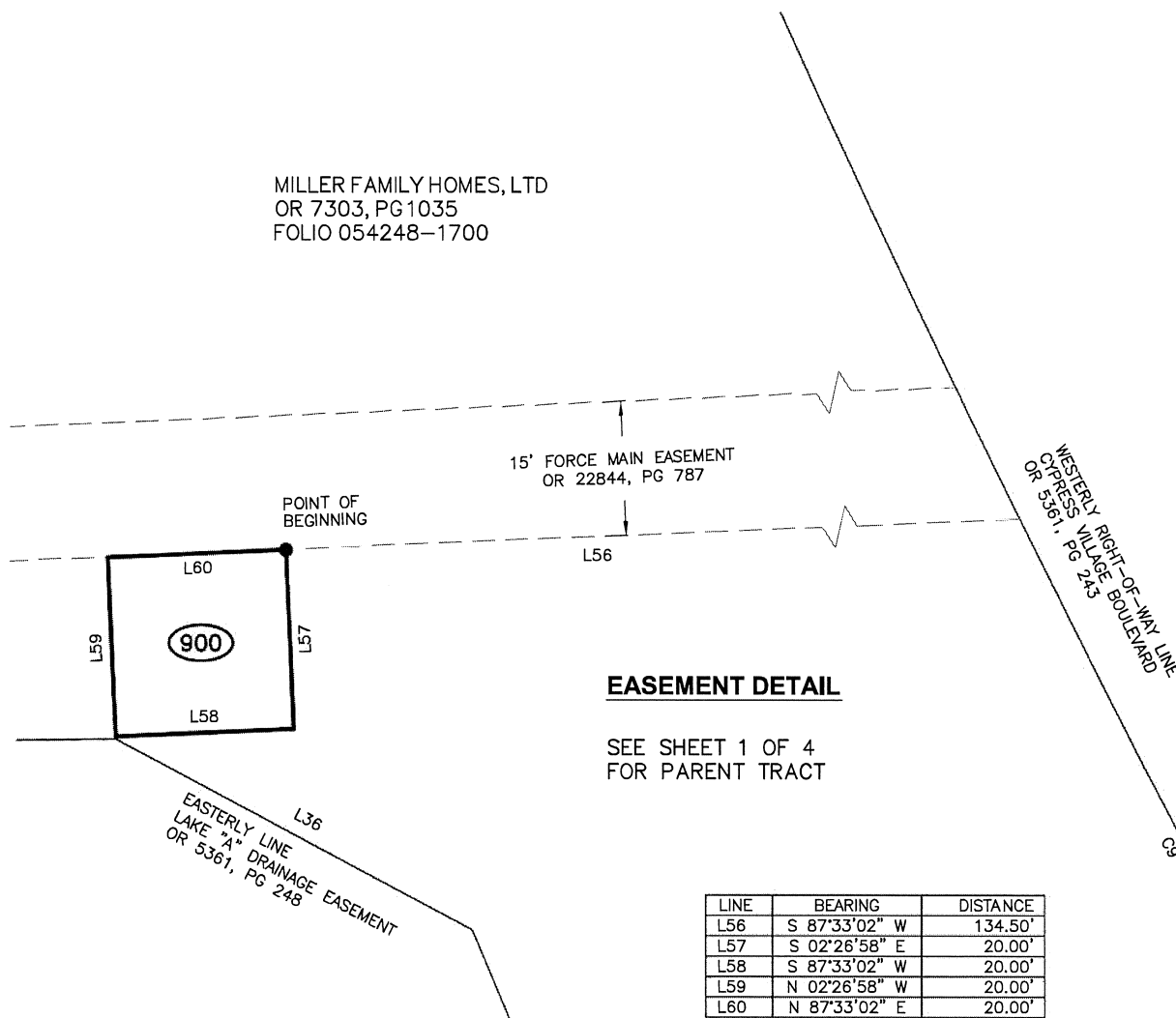
**DESCRIPTION SKETCH****PARCEL 900**

SECTION 11,
TOWNSHIP 32 SOUTH,
RANGE 19 EAST
FOLIO 054248-1700

2018-036-U
CIP 10259000



MILLER FAMILY HOMES, LTD
OR 7303, PG1035
FOLIO 054248-1700

**EASEMENT DETAIL**

SEE SHEET 1 OF 4
FOR PARENT TRACT

LINE	BEARING	DISTANCE
L56	S 87°33'02" W	134.50'
L57	S 02°26'58" E	20.00'
L58	S 87°33'02" W	20.00'
L59	N 02°26'58" W	20.00'
L60	N 87°33'02" E	20.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1179.24'	1081.94'	1044.39'	N 50°59'22" W
C2	1895.00'	2088.31'	1984.23'	S 24°30'47" E
C3(C)	738.00'	307.73'	305.51'	S 44°08'15" E
C3(R)	738.00'	307.74'	305.51'	S 44°08'15" E
C5	35.00'	54.98'	49.50'	N 47°06'39" E
C6	938.00'	336.44'	334.64'	N 08°09'52" W
C7(C)	862.00'	417.47'	413.40'	N 04°33'53" W
C7(R)	862.00'	417.47'	413.40'	N 04°33'56" W
C8(C)	738.00'	842.27'	797.30'	N 23°23'16" W
C8(R)	738.00'	842.28'	797.31'	N 23°23'14" W
C9(C)	1895.00'	984.62'	973.59'	N 41°11'53" W
C9(R)	1895.00'	984.60'	973.57'	N 41°11'54" W

JOB:	23601.16	DATE:	12/04/18
DRAWN:	JMS	SCALE:	1" = 20'
CHECKED:	TGD	SHEET:	2 OF 4
DATE	BY	APP	REVISION DESCRIPTION

MW Metzger+Willard, INC.
Civil+Environmental
Engineers+Surveyors
8600 Hidden River Parkway, Suite 550
Tampa, Florida 33637 (813) 977-6005
Certificate of Authorization No. 2886 - LB 7302

PERMANENT UTILITY
EASEMENT

Exhibit 3

December 4, 2018

2018-036-U
CIP 10259000
SHARE
Parcel 900
Folio 054248-1700

Exhibit "A"

That Part Of:

A parcel of land lying in Section 2 and Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S 00°01'41" E, 120.55 feet to a point on the North right-of-way line of State Road No. 674; thence along said North right-of-way line the following two (2) courses: 1) S 89°17'02" W, 109.53 feet; 2) N 87°53'21" W, 3432.44 feet to a point on the Easterly limited access right-of-way line of Interstate Highway No. 75, said point being on a curve and also being the Point of Beginning; thence continuing along said Easterly limited access right-of-way line, Northwesterly, 1081.94 feet along the arc of a curve to the right having a radius of 1179.24 feet and a central angle of 52°34'05" (chord bearing N 50°59'22" W, 1044.39 feet), to a point on the Southerly line of Lake "A" Drainage Easement as recorded in Official Records Book 5361, Page 248 of the Public Records of Hillsborough County, Florida; thence along said Southerly and Easterly lines of said Lake "A" the following thirty-eight (38) courses: 1) N 33°05'42" E, 80.06 feet; 2) S 37°55'32" E, 134.76 feet; 3) S 42°39'33" E, 104.91 feet; 4) S 83°23'13" E, 30.37 feet; 5) N 70°02'26" E, 82.95 feet; 6) S 74°23'14" E, 167.18 feet; 7) N 80°45'39" E, 211.55 feet; 8) N 87°39'56" E, 49.79 feet; 9) N 56°45'51" E, 73.91 feet; 10) N 01°29'36" W, 40.33 feet; 11) West, 59.95 feet; 12) N 45°50'51" W, 38.73 feet; 13) N 35°41'56" W, 126.17 feet; 14) N 43°09'27" W, 143.45 feet; 15) N 46°11'18" W, 147.03 feet; 16) N 49°47'34" W, 115.26 feet; 17) N 53°10'06" W, 72.83 feet; 18) N 49°38'19" W, 80.58 feet; 19) N 50°37'12" W, 76.72 feet; 20) N 44°14'51" W, 63.96 feet; 21) N 23°44'33" W, 78.06 feet; 22) N 09°33'42" W, 50.82 feet; 23) N 10°07'23" E, 223.74 feet; 24) N 21°35'57" E, 70.75 feet; 25) N 42°31'04" E, 55.25 feet; 26) N 50°44'01" E, 523.35 feet; 27) N 29°54'46" E, 56.21 feet; 28) N 11°38'19" W, 51.50 feet; 29) N 33°06'33" W, 110.49 feet; 30) N 31°38'10" W, 190.29 feet; 31) N 27°43'03" W, 73.88 feet; 32) N 22°59'01" W, 53.91 feet; 33) N 62°01'10" W, 45.28 feet; 34) S 89°28'30" W, 331.28 feet; 35) S 61°22'27" W, 43.02 feet; 36) N 00°13'55" W, 811.77 feet; 37) S 89°46'05" W, 10.00 feet; 38) N 00°13'55" W, 310.19 feet; thence N 89°46'05" E, 355.07 feet to a point on a curve, said point also being on the Westerly right-of-way line of Cypress Village Boulevard as recorded in Official Records Book 5361, Page 243, of the Public Records of Hillsborough County, Florida; thence along said Westerly right-of-way line the following three (3) courses: 1) Southeasterly, 2088.31 feet along the arc of a curve to the left having a radius of 1895.00 feet and a central angle of 63°08'26" (chord bearing S 24°30'47" E, 1984.23 feet); 2) S 52°26'12" E, 172.95 feet to a point on a curve; 3) Southeasterly, 307.74 feet along the arc of a curve to the right having a radius of 738.00 feet and a central angle of 23°53'30" (chord bearing S 44°08'15" E, 305.51 feet); thence S 67°58'06" W, 117.45 feet; thence S 21°26'58" W, 1540.10 feet to the Point of Beginning.

Sheet 3 of 4

Lying within the following metes and bounds description:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S 00°01'41" E, 120.55 feet along the East boundary of said Southeast 1/4 of Section 11 to a point on the North right-of-way line of State Road No. 674; thence along said North right-of-way line, the following two (2) courses: 1) S 89°17'02" W, 109.53 feet; 2) N 87°53'21" W, 2619.97 feet to a point on a curve; thence leaving said Northerly right-of-way line, Northeasterly, 54.98 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N 47°06'39" E, 49.50 feet) to a point of tangency; thence N 02°06'39" E, 218.00 feet to a point of curvature; thence Northwesterly, 336.44 feet along the arc of a curve to the left having a radius of 938.00 feet and a central angle of 20°33'02" (chord bearing N 08°09'52" W, 334.64 feet) to a point of reverse curvature; thence Northerly, 417.47 feet along the arc of a curve to the right having a radius of 862.00 feet and a central angle of 27°44'54" (chord bearing N 04°33'56" W, 413.40 feet) to a point of reverse curvature; thence Northwesterly, 842.28 feet along the arc of a curve to the left having a radius of 738.00 feet and a central angle of 65°23'31" (chord bearing N 23°23'14" W, 797.31 feet); thence N 52°26'12" W, 172.95 feet to a point on a curve; thence Northwesterly, 984.60 feet along the arc of a curve to the right having a radius of 1895.00 feet and a central angle of 29°46'11" (chord bearing N 41°11'54" W, 973.57 feet) to a point on the Southerly line of a force main easement as recorded in Official Records Book 22844, Page 787 of the Public Records of Hillsborough County, Florida; thence along said Southerly line S 87°33'02" W, 134.50 feet to the Point of Beginning; thence leaving said Southerly line, S 02°26'58" E, 20.00 feet; thence S 87°33'02" W, 20.00 feet; thence N 02°26'58" W, 20.00 feet to a point on said Southerly line; thence along said Southerly line, N 87°33'02" E, 20.00 feet to the Point of Beginning.

Containing 400.00 square feet, more or less.

Information is not complete without the accompanying sketch.

Prepared by:
Ellen Morrison, Assistant Bureau Chief
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34602

Return recorded original to:
Ellen Morrison, Assistant Bureau Chief
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34602

THIRD AMENDMENT TO FORCE MAIN EASEMENT

This Third Amendment to Force Main Easement (Third Amendment) is made this ____ day of May, 2020, by and between Miller Family Homes, Ltd., a Florida limited company, having an address of 3633 Gaviota Drive, Ruskin, FL 33573, (Miller), and Hillsborough County, a political subdivision of the State of Florida, having an address of P. O. Box 1110, Tampa, FL 33610 (County).

WHEREAS, Miller's predecessor in interest granted to the County that certain Force Main Easement (Easement) dated March 14, 1988, as recorded in Official Records Book 5361, Page 237, Official Records of Hillsborough County, Florida; and

WHEREAS, Miller is now the fee simple owner of the real property encumbered by the Easement, the legal description of which is attached hereto as Exhibit A; and

WHEREAS, Miller and the County executed two subsequent amendments to the Easement, the first on September 2, 2014, and recorded at Official Records Book 22844, Page 787, and the second on April 17, 2019, and recorded at Official Records Book 26612, Page 481, Official Records of Hillsborough County, Florida ; and

WHEREAS, on _____, 2020, County sold to the Southwest Florida Water Management District (District) a monitor well (Well) more specifically described in Exhibit B hereto, and to which the County was granted ingress and egress via the Easement; and

WHEREAS, Miller and the County agree, to amend the Easement to grant the District sufficient and adequate ingress and egress to the Well for purposes of maintaining and testing the Well; and

WHEREAS, Miller and the County acknowledge that amending the Easement to grant the District access will directly benefit Miller and the County.

NOW THEREFORE, for good and valuable consideration, which is acknowledged hereto by Miller and the County, the Easement is hereby amended as follows:

1. The above recitals are true and correct and are incorporated herein by this reference as part of this Third Amendment.
2. The access granted to the County by Miller in the Easement shall remain unchanged and unaltered by this Third Amendment.

3. The District is granted ingress and egress by this Third Amendment to provide pedestrian access to the District's Well for the purpose of performing hydrologic measurements, groundwater pumping tests and observing fresh/salt water interface levels, and purging water from the Well, utilizing the minimum reasonably necessary personnel to effectuate the above activities.
4. Except as specifically amended by this Third Amendment, all other terms and conditions of the Easement shall remain in full force and effect.
5. The parties agree that this Third Amendment may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

(Signatures continue on following pages)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first written above.

MILLER FAMILY HOMES, LTD., a
Florida limited company,

Witness #1 signature

By: _____
Its: _____

Print Witness Name

Witness #2 signature

Print Witness Name

ACKNOWLEDGMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 20____ by _____, as _____ of Miller Family Homes, Ltd., on behalf of the company. He/She [____] is personally known to me or have produced _____ as identification.

Name of Notary

(Name of Notary typed, printed or stamped)

(Seal)

Commission No. _____

My Commission Expires: _____

ATTEST:

HILLSBOROUGH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA

PAT FRANK, CLERK OF THE CIRCUIT

By Its Board of County Commissioners

By: _____

By: _____

(Clerk or Deputy Clerk)

Its: Chair or Vice Chair

Approved as to form and legal sufficiency:

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

County Attorney/Assistant County Attorney

OFF. REC. 5361 238

THIS IS NOT A
EXHIBIT "A"
TO
FORCE MAIN EASEMENT
FROM
MSP TO HILLSBOROUGH COUNTY
PAGE 1 OF 1
CERTIFIED COPY

VILLAGES AT CYPRESS CREEK
FORCE MAIN EASEMENT

DESCRIPTION: A parcel of land lying in the North 1/2 of Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S.00°01'41"E., 120.55 feet along the East boundary of said Southeast 1/4 of Section 11 to a point on the North right-of-way line of State Road No. 674; thence along said North right-of-way line, the following two (2) courses: 1) S.89°17'02"W., 109.53 feet; 2) N.87°53'21"W., 2619.97 feet to a point on a curve; thence leaving said Northerly right-of-way line, Northeasterly, 54.98 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N.47°06'39"E., 49.50 feet) to a point of tangency; thence N.02°06'39"E., 218.00 feet to a point of curvature; thence Northwesterly, 336.44 feet along the arc of a curve to the left having a radius of 938.00 feet and a central angle of 20°33'02" (chord bearing N.08°09'52"W., 334.64 feet) to a point of reverse curvature; thence Northerly, 417.47 feet along the arc of a curve to the right having a radius of 862.00 feet and a central angle of 27°44'54" (chord bearing N.04°33'56"W., 413.40 feet) to a point of reverse curvature; thence Northwesterly, 842.28 feet along the arc of a curve to the left having a radius of 738.00 feet and a central angle of 65°23'31" (chord bearing N.23°23'14"W., 797.31 feet); thence N.52°26'12"W., 172.95 feet to a point on a curve; thence Northwesterly, 984.60 feet along the arc of a curve to the right having a radius of 1895.00 feet and a central angle of 29°46'11" (chord bearing N.41°11'54"W., 973.57 feet) to the POINT OF BEGINNING; thence S.87°33'02"W., 592.46 feet to a point on a curve; thence Northerly, 15.01 feet along the arc of a curve to the left being 15.00 feet East of and concentric with the Easterly right-of-way line of Interstate 75, and having a radius of 7876.95 feet and a central angle of 00°06'33" (chord bearing N.00°41'59"W., 15.01 feet); thence N.87°33'02"E., 585.44 feet to a point on a curve; thence Southeasterly, 16.37 feet along the arc of a curve to the left having a radius of 1895.00 feet and a central angle of 00°29'42" (chord bearing S.26°03'58"E., 16.37 feet) to the POINT OF BEGINNING.

Containing 0.20 acres, more or less.

MP

Exhibit 4

December 4, 2018

2018-036-U
CIP 10259000
SHARE
Parcel 900
Folio 054248-1700

Exhibit "B"

That Part Of:

A parcel of land lying in Section 2 and Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S 00°01'41" E, 120.55 feet to a point on the North right-of-way line of State Road No. 674; thence along said North right-of-way line the following two (2) courses: 1) S 89°17'02" W, 109.53 feet; 2) N 87°53'21" W, 3432.44 feet to a point on the Easterly limited access right-of-way line of Interstate Highway No. 75, said point being on a curve and also being the Point of Beginning; thence continuing along said Easterly limited access right-of-way line, Northwesterly, 1081.94 feet along the arc of a curve to the right having a radius of 1179.24 feet and a central angle of 52°34'05" (chord bearing N 50°59'22" W, 1044.39 feet), to a point on the Southerly line of Lake "A" Drainage Easement as recorded in Official Records Book 5361, Page 248 of the Public Records of Hillsborough County, Florida; thence along said Southerly and Easterly lines of said Lake "A" the following thirty-eight (38) courses: 1) N 33°05'42" E, 80.06 feet; 2) S 37°55'32" E, 134.76 feet; 3) S 42°39'33" E, 104.91 feet; 4) S 83°23'13" E, 30.37 feet; 5) N 70°02'26" E, 82.95 feet; 6) S 74°23'14" E, 167.18 feet; 7) N 80°45'39" E, 211.55 feet; 8) N 87°39'56" E, 49.79 feet; 9) N 56°45'51" E, 73.91 feet; 10) N 01°29'36" W, 40.33 feet; 11) West, 59.95 feet; 12) N 45°50'51" W, 38.73 feet; 13) N 35°41'56" W, 126.17 feet; 14) N 43°09'27" W, 143.45 feet; 15) N 46°11'18" W, 147.03 feet; 16) N 49°47'34" W, 115.26 feet; 17) N 53°10'06" W, 72.83 feet; 18) N 49°38'19" W, 80.58 feet; 19) N 50°37'12" W, 76.72 feet; 20) N 44°14'51" W, 63.96 feet; 21) N 23°44'33" W, 78.06 feet; 22) N 09°33'42" W, 50.82 feet; 23) N 10°07'23" E, 223.74 feet; 24) N 21°35'57" E, 70.75 feet; 25) N 42°31'04" E, 55.25 feet; 26) N 50°44'01" E, 523.35 feet; 27) N 29°54'46" E, 56.21 feet; 28) N 11°38'19" W, 51.50 feet; 29) N 33°06'33" W, 110.49 feet; 30) N 31°38'10" W, 190.29 feet; 31) N 27°43'03" W, 73.88 feet; 32) N 22°59'01" W, 53.91 feet; 33) N 62°01'10" W, 45.28 feet; 34) S 89°28'30" W, 331.28 feet; 35) S 61°22'27" W, 43.02 feet; 36) N 00°13'55" W, 811.77 feet; 37) S 89°46'05" W, 10.00 feet; 38) N 00°13'55" W, 310.19 feet; thence N 89°46'05" E, 355.07 feet to a point on a curve, said point also being on the Westerly right-of-way line of Cypress Village Boulevard as recorded in Official Records Book 5361, Page 243, of the Public Records of Hillsborough County, Florida; thence along said Westerly right-of-way line the following three (3) courses: 1) Southeasterly, 2088.31 feet along the arc of a curve to the left having a radius of 1895.00 feet and a central angle of 63°08'26" (chord bearing S 24°30'47" E, 1984.23 feet); 2) S 52°26'12" E, 172.95 feet to a point on a curve; 3) Southeasterly, 307.74 feet along the arc of a curve to the right having a radius of 738.00 feet and a central angle of 23°53'30" (chord bearing S 44°08'15" E, 305.51 feet); thence S 67°58'06" W, 117.45 feet; thence S 21°26'58" W, 1540.10 feet to the Point of Beginning.

Lying within the following metes and bounds description:

From the Southeast corner of the Northeast 1/4 of said Section 11, run thence S 00°01'41" E, 120.55 feet along the East boundary of said Southeast 1/4 of Section 11 to a point on the North right-of-way line of State Road No. 674; thence along said North right-of-way line, the following two (2) courses: 1) S 89°17'02" W, 109.53 feet; 2) N 87°53'21" W, 2619.97 feet to a point on a curve; thence leaving said Northerly right-of-way line, Northeasterly, 54.98 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N 47°06'39" E, 49.50 feet) to a point of tangency; thence N 02°06'39" E, 218.00 feet to a point of curvature; thence Northwesterly, 336.44 feet along the arc of a curve to the left having a radius of 938.00 feet and a central angle of 20°33'02" (chord bearing N 08°09'52" W, 334.64 feet) to a point of reverse curvature; thence Northerly, 417.47 feet along the arc of a curve to the right having a radius of 862.00 feet and a central angle of 27°44'54" (chord bearing N 04°33'56" W, 413.40 feet) to a point of reverse curvature; thence Northwesterly, 842.28 feet along the arc of a curve to the left having a radius of 738.00 feet and a central angle of 65°23'31" (chord bearing N 23°23'14" W, 797.31 feet); thence N 52°26'12" W, 172.95 feet to a point on a curve; thence Northwesterly, 984.60 feet along the arc of a curve to the right having a radius of 1895.00 feet and a central angle of 29°46'11" (chord bearing N 41°11'54" W, 973.57 feet) to a point on the Southerly line of a force main easement as recorded in Official Records Book 22844, Page 787 of the Public Records of Hillsborough County, Florida; thence along said Southerly line S 87°33'02" W, 134.50 feet to the Point of Beginning; thence leaving said Southerly line, S 02°26'58" E, 20.00 feet; thence S 87°33'02" W, 20.00 feet; thence N 02°26'58" W, 20.00 feet to a point on said Southerly line; thence along said Southerly line, N 87°33'02" E, 20.00 feet to the Point of Beginning.

Containing 400.00 square feet, more or less.

Information is not complete without the accompanying sketch.

Thomas G. Davis, PLS 5177
Metzger + Willard, Inc., LB 7302

Prepared by:
Ellen Morrison, Assistant Bureau Chief
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34602

Return recorded original to:
Ellen Morrison, Assistant Bureau Chief
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34602

NON-EXCLUSIVE PERPETUAL EASEMENT

This Easement (Easement) is made this ____ day of _____, 2020, by and between Miller Family Homes, Ltd., a Florida limited company, (Grantor) having an address of 3633 Gaviota Drive, Ruskin, FL 33573, and the Southwest Florida Water Management District, a public corporation, (Grantee) having an address of 2379 Broad Street, Brooksville, Florida 34604-6899.

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 discharge water over, under and across Grantor's property more particularly described in Exhibit A attached hereto and incorporated herein by reference (Easement Area), withdrawn from the monitoring well owned by Grantee and referred to as ROMP TR 9-5 during water quality sampling (purge water) into the wet retention pond located in the Easement Area.

Grantee shall exercise all 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 Grantor's property and the Easement Area in any manner not inconsistent with this Easement.

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 negligent use of the Easement Area by the Grantee or anyone for whose negligent acts or omissions Grantee may be liable as a result of Grantee's rights under this Easement, 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 which is unreasonable. This provision shall not be construed as a waiver of Grantee's sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recovery beyond the limits established in Section 768.28, F.S.

Exhibit 5

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.

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.

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

(Signatures continue on following page)

MILLER FAMILY HOMES, LTD., a
Florida limited company,

Witness #1 signature

By: _____
Its: _____

Print Witness Name

Witness #2 signature

Print Witness Name

ACKNOWLEDGMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____ 20____ by
_____, as _____ of Miller Family Homes, Ltd., on behalf of
the company. He/She [____] is personally known to me or have produced _____
_____ as identification.

Name of Notary

(Name of Notary typed, printed or stamped)

(Seal)

Commission No. _____

My Commission Expires: _____