

**Operations and Land Management Committee**  
**December 13, 2016**

***Discussion Item***

**Set a Minimum Price on Surplus Land Parcels GSW-3, GSW-4, and TBC-1**

***Introduction***

The purpose of this item is to request the Governing Board set a minimum price on three parcels previously designated as surplus by the Governing Board. Governing Board Policy 610-4, copy attached, states that the Governing Board may establish a minimum price for any property designated as surplus. This action would authorize the Governing Board Chair to execute a sale and purchase agreement on behalf of the Governing Board and to execute any deeds or other conveyance instruments provided the minimum price is secured.

The benefit of this action is to provide for a more streamlined and transparent process in selling surplus lands. Currently, all offers received to purchase lands are subject to a public records request which has proven to be problematic when there are multiple parties interested in the property coupled with a long lag time to present a contract for sale and purchase to the full Governing Board. The streamlined process will allow for a final and best offer from multiple parties and execute a binding contract with the highest offeror. If the minimum price is not obtained, the full Governing Board must approve any offers below a minimum price.

***Recommended Minimum Price***

Minimum prices are recommended by the Districts Real Estate Broker, or staff in cases where properties are not listed with the broker. Prior similar transactions in the area, current listings of similar properties, and knowledge of market trends are all included in determining the recommended minimum price. Included with this item are details pertaining to each of the three parcels, including an outline of any proposed encumbrances and a location map. The summary of recommended minimum prices is below and is exclusive of broker fees which are to be paid by the buyer. Also included with this item are draft contracts for sale and purchase for both encumbered and unencumbered sales.

<b>Property ID</b>	<b>Purchase Basis</b>	<b>Appraised Value</b>	<b>Minimum Price</b>
GSW-3	\$411,917	\$820,000	\$1,000,000
GSW-4	\$484,464	\$1,160,000	\$1,534,800
TBC-1	\$21,000	\$66,100	\$90,000

**Staff Recommendation:**

**See Exhibits**

- Authorize setting a minimum price for surplus parcels GSW-3, GSW-4 and TBC-1 consistent with Board Policy 610-4.

**Presenter:** Carmen Sanders, Land Resources Manager, Operations and Land Management Bureau

<b>BOARD POLICY</b>			
<b>SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT</b>			
TITLE: SALE, EXCHANGE OR CONVEYANCE OF INTERESTS IN LAND BY THE DISTRICT			
SECTION/	LAND RESOURCES/ OPERATIONS AND	NUMBER: 610-4	PAGE: 1 OF 3
BUREAU:	LAND MANAGEMENT		
APPROVED		EFFECTIVE	8/30/2016
BY:	RANDALL S. MAGGARD, CHAIR	DATE:	SUPERSEDES: 2/24/2015

### **PURPOSE:**

Several statutory provisions, including Sections 373.056, 373.089, 373.093, 373.096, 373.099 and 373.139, Florida Statutes (F.S.), govern the sale, exchange or other conveyance by the District of interests in land. This policy is a compilation of those requirements to be used by District staff when evaluating transfer of interests in land. If statutory amendments result in inconsistencies between this policy and relevant statutes, the statutory requirements must be followed and this policy should be revised to comport with any such amendments. The District holds title to certain lands that were acquired using funds from the Florida Forever Act, found in Section 259.105, F.S. or the Preservation 2000 Act, found in Section 259.101, F.S. The District shall follow the applicable statutory requirements specified in Chapter 259, F.S. for such lands.

### **INTRODUCTION:**

The Governing Board is authorized to hold interests in land to assist the District in achieving its mission within its four areas of responsibility: water supply, flood protection, water quality, and natural systems. Interests in land can be leased, exchanged for interests in other land, conveyed to governmental entities, sold to third parties or, in some cases, simply released by the District. Each type of transfer is separately addressed below.

#### **1. Easements, Reservations and Right-of-Way Interests**

The Governing Board may release an easement, reservation or right-of-way interest for which the District has no present or apparent future use under such terms and conditions as it may determine. As used in this paragraph, the term "easement" includes the right to use the property of another for access, ingress and egress, or operation, maintenance or construction purposes but specifically does not include less-than-fee interests purchased by the District for conservation purposes.

#### **2. Leases to Non-governmental Entities**

The Governing Board may lease any lands to which the District has acquired title, so long as the lease is consistent with the purposes for which the lands were acquired, and where the Board determines that the lease is for the best price and terms obtainable. The District may solicit "offers to lease," or utilize other suitable methods approved by the Governing Board, as means of determining the best price and terms obtainable. Leases to non-governmental entities shall be in accordance with Section 373.093, F.S.

#### **3. Conveyance or Lease to Governmental Entities**

The Governing Board may convey or lease lands, or interests or rights in lands, not required for its purposes to any governmental entity under such terms and conditions as the Governing Board may determine.

#### **4. Granting of Easements or Leases to Public Utilities**

The Governing Board may convey easement rights or authorize use agreements to providers of public utilities authorized through federal or state law. The terms and conditions of the easement will be established and approved by the Governing Board.

#### **5. Exchange of District Lands or Interests in Land**

The Governing Board may exchange lands, or interests or rights in lands, for which title is vested in the District, for other lands, or interests or rights in lands, within the state owned by any person or entity. The Governing Board will fix the terms and conditions of any such exchange and may pay or receive any sum of money that it considers necessary to equalize the values of exchanged properties. Lands, or interests or rights in lands, acquired with monies from dedicated funding sources, such as the Water Management Lands Trust Fund, the Florida Preservation 2000 Trust Fund and the Florida Forever Trust Fund, may be exchanged only for lands, or interests or rights in lands, which meet the statutory requirements of the funding source for those programs.



<b>BOARD POLICY</b>			
<b>SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT</b>			
TITLE: SALE, EXCHANGE OR CONVEYANCE OF INTERESTS IN LAND BY THE DISTRICT			
SECTION/	LAND RESOURCES/ OPERATIONS AND	NUMBER: 610-4	PAGE: 2 OF 3
BUREAU:	LAND MANAGEMENT		
APPROVED		EFFECTIVE	8/30/2016
BY:	RANDALL S. MAGGARD, CHAIR	DATE:	SUPERSEDES: 2/24/2015

6. Sale of District Lands, or Interests in Land, to Non-governmental Entities

Lands not necessary to meet statutory requirements or to benefit one of the District's areas of responsibility may be considered surplus by the Governing Board at any time. On a biennial basis, the Governing Board will review the District's land holdings to identify lands that may be appropriate to surplus. Consideration may also be given to retaining a less-than-fee interest in conservation lands that are inherently inefficient for the District to manage due to circumstances such as, but not limited to, size, location or lack of access and upon a determination that continued fee ownership is no longer necessary to satisfy the conservation purposes for which the land was originally acquired.

For those lands designated as acquired for conservation purposes, the Governing Board must determine that the lands are no longer needed for conservation purposes, by a two-thirds vote. All lands acquired prior to July 1, 1999, for the purposes of 373.089, F.S., are deemed to have been acquired for conservation purposes. For those lands not designated as acquired for conservation purposes, the Governing Board must determine that the District no longer needs the lands, by majority vote. Lands, or interests or rights in lands, determined by the Governing Board to be surplus must be sold for the highest price obtainable, in accordance with Section 373.089, F.S. However, no disposition of land shall be made if it would have the effect of causing all or any portion of the interest on any revenue bonds issued pursuant to Sections 259.101, or 259.105, F.S. to lose the exclusion from gross income for purposes of federal income taxation. All sales of land, or interests or rights in land, shall be for cash or upon terms and security to be approved by the Governing Board, but a deed may not be executed and delivered until full payment is made. A notice of the District's intention to sell any surplus lands, or interests or rights in lands, must be published in accordance with Section 373.089, F.S. The notice must set forth a description of the lands, or interests or rights in lands, to be offered for sale.


Lands that have been declared surplus by the Governing Board shall be sold or exchanged in compliance with Section 373.089, F.S., for the highest price obtainable. This may be accomplished by offering the property for sale at public auction, through the use of a licensed real estate broker, or other methods approved by the Board. If the property is to be exchanged, an attempt to sell the property at auction will not be necessary.

7. Execution of Instruments

Any instruments of sale, lease, release or conveyance must be executed in the name of the District by the Governing Board through its Chair or Vice Chair and attested by the Secretary with the corporate seal affixed. Such instruments must not warrant title to any property sold, leased, released or conveyed.

The Governing Board may elect to establish a minimum price for any property designated as surplus. The Governing Board may also impose conditions on any minimum price that it deems appropriate, e.g. expiration dates of any minimum price, automatic escalators, or more frequent appraisal updates. If the Governing Board establishes a minimum price, the Governing Board Chair is authorized to execute a Purchase and Sale Agreement on behalf of the Governing Board and to execute any deeds or other conveyance instruments, attested by the Secretary, necessary to effectuate the sale of surplus property without the need for further action from the Governing Board.

Any sale of surplus property for which a minimum price has not been established by the Governing Board or any sale in which all conditions imposed by the Governing Board have not been met will require an affirmative vote by the Governing Board.

<b>BOARD POLICY</b>			
<b>SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT</b>			
TITLE: SALE, EXCHANGE OR CONVEYANCE OF INTERESTS IN LAND BY THE DISTRICT			
SECTION/ BUREAU:	LAND RESOURCES/ OPERATIONS AND LAND MANAGEMENT	NUMBER: 610-4	PAGE: 3 OF 3
APPROVED BY:	 RANDALL S. MAGGARD, CHAIR	EFFECTIVE DATE: 8/30/2016	SUPERSEDES: 2/24/2015

Documents related to the closing that do not require Governing Board approval may be executed by the District's Land Resources Manager or other District staff as designated by the Executive Director.

8. Use of Proceeds from Sale or Exchange

Revenues derived from the sale or exchange of any District lands, or interests or rights in lands, acquired pursuant to the authority of Chapter 373 F.S., may not be used for any purpose except for the purchase of other lands, or interests in lands, for flood control, water storage, water management, conservation and protection of water resources, aquifer recharge, water resource and water supply development, and preservation of wetlands, streams and lakes, or payment of debt service on revenue bonds or notes issued under Section 373.584, F.S.

**SUPERSEDES:** Board Policy 610-4, Declaration and Disposal of Surplus Lands (eff.2/24/2015)

**REFERENCE:** Sections 373.056, 373.089, 373.093, 373.096, 373.099 and 373.139, Florida Statutes

# Minimum Price Recommendation

## GSW-3 SWF 10-411-117S

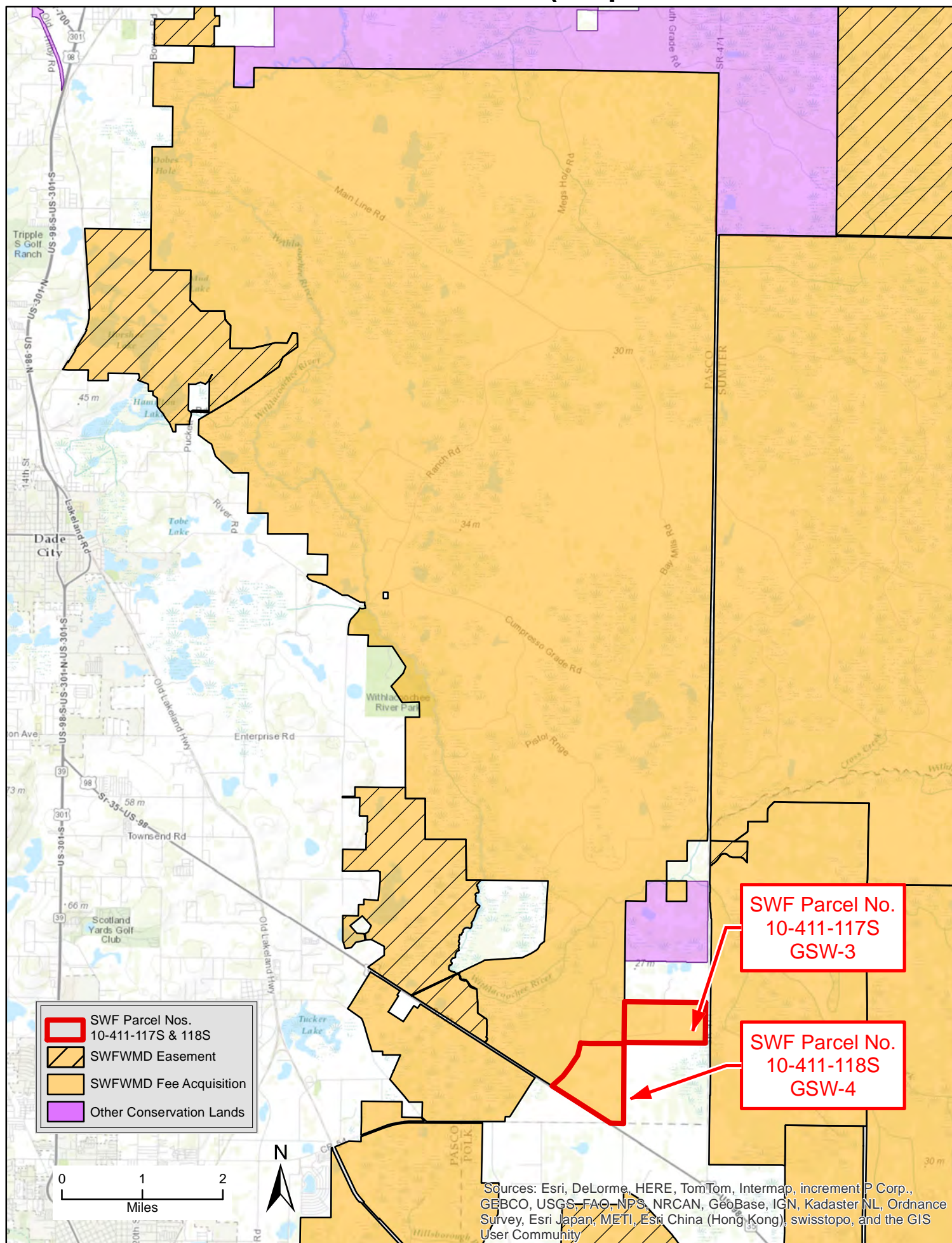
Pasco County

- Acquisition
  - October, 1991 as part of Green Swamp West Project
  - Acquisition cost - \$411,917 prorated part of larger parcel
- Size – 326.3 acres
- Access – by easement approximately 1 mile from US 98
- Frontage – no road frontage
- Zoning and Future Land Use – AC (Agriculture) and CON (Conservation)
- Just Value (County Property Appraiser) – \$718,886
- Interest to be sold – fee simple encumbered with conservation easement with the following terms:
  - No more than 2 dwelling units
  - No Division of Title, conversion, or timbering in wetlands
- Transaction will include adequate access granted across District lands if necessary
- Appraisal – 3/8/2016 \$820,000
  - This is the lowest price the property can be sold per State Statute
- Recommended minimum price - \$1,000,000
  - 22% above appraised value
  - Considerations – Two adjacent owners who have expressed interest in the parcel with one of those seriously interested. Prior written offer of \$978,900. There has been high public interest in the parcel.
- **Requested Board Approved Minimum Price \$1,000,000, exclusive of broker fees**



# Green Swamp Wilderness Preserve West Tract

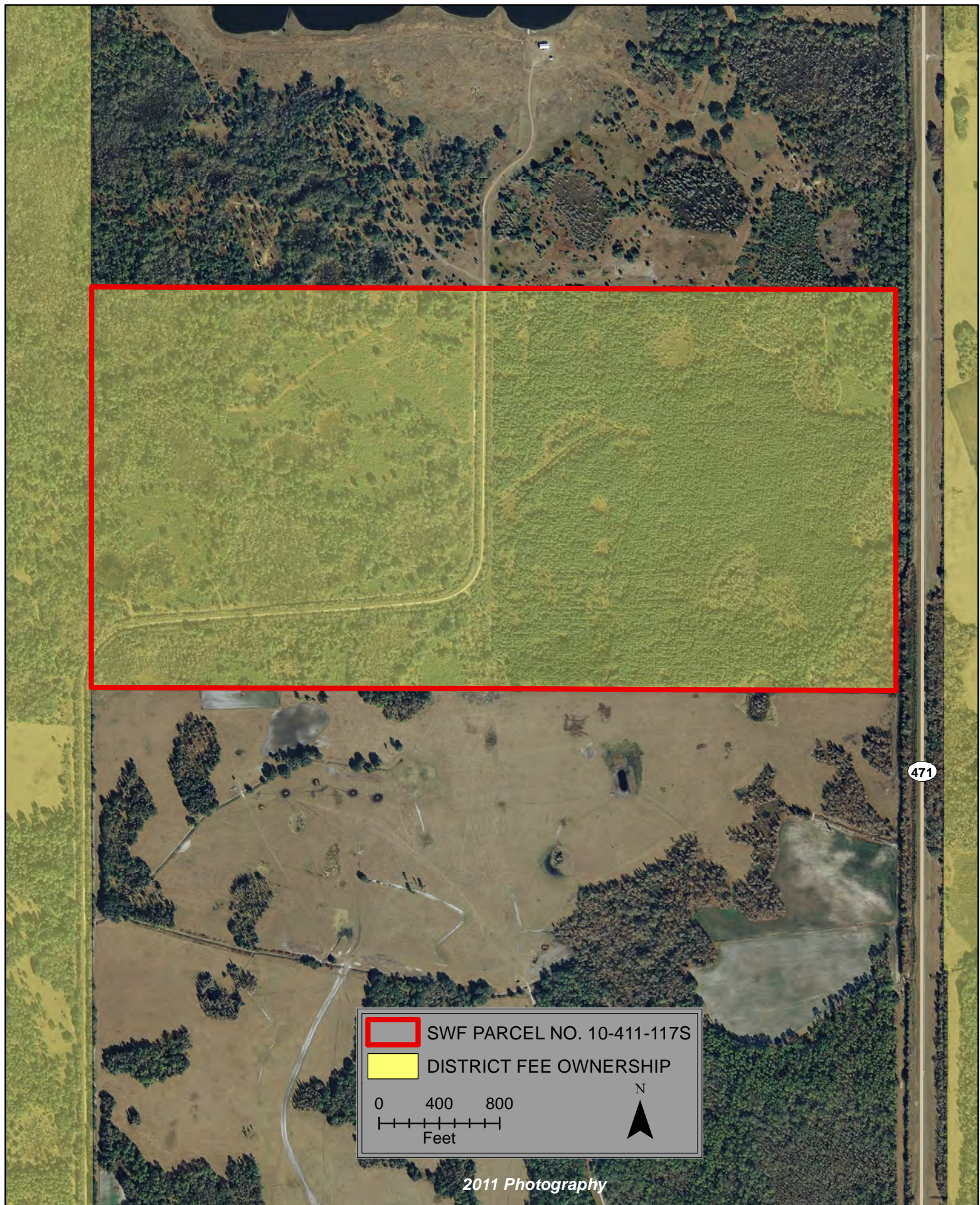
## SWF Parcel Nos. 10-411-117S & 118S (Surplus IDs GSW-3 & GSW4)





# GREEN SWAMP WILDERNESS PRESERVE WEST TRACT

## SWF PARCEL NO. 10-411-117S (SURPLUS ID GSW-3)





# Minimum Price Recommendation

## GSW-4 SWF 10-411-118S

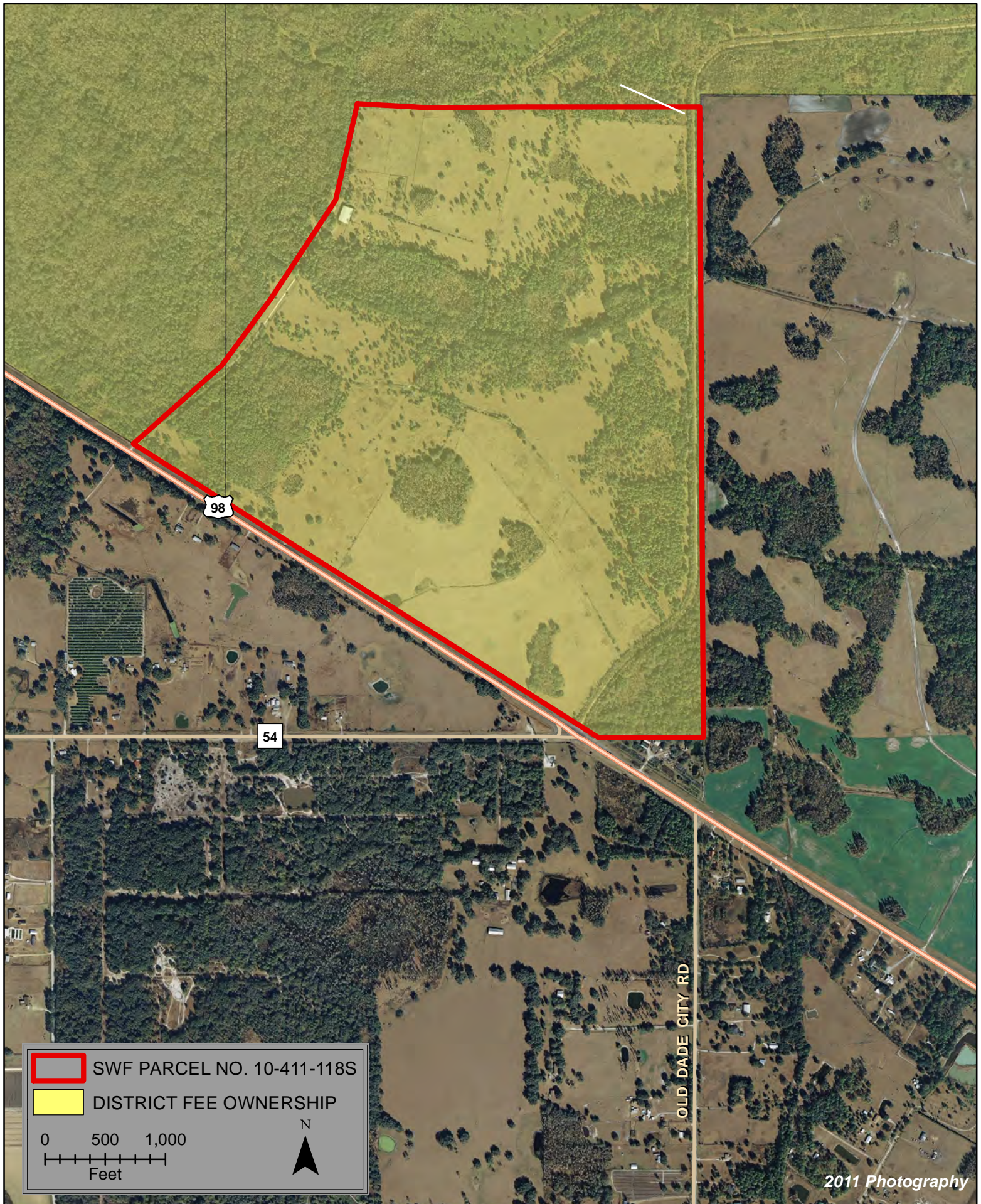
Pasco County

- Acquisition
  - October, 1991 as part of Green Swamp West Project
  - Acquisition cost - \$484,464 prorated part of larger parcel
- Size – 383.7 acres
- Access – paved public road
- Frontage – US 98
- Zoning and Future Land Use – AC (Agriculture) and CON (Conservation)
- Just Value (County Property Appraiser) – \$636,453 (based on prorated value)
- Interest to be sold – fee simple encumbered with conservation easement with the following terms:
  - No more than 2 dwelling units
  - No Division of Title, Conversion, or timbering in wetlands
- Appraisal – 3/8/2016 \$1,160,000
  - This is the lowest price the property can be sold per State Statute
- Recommended minimum price - \$1,534,800
  - 32% above appraised value
  - Considerations – An adjacent owner who has expressed interest in the parcel with one of those seriously interested. Prior written offer of \$1,534,800. There has seemed to be high public interest in the parcel.
- **Request Board Approved Minimum Price of \$1,534,800, exclusive of brokers fees.**



# GREEN SWAMP WILDERNESS PRESERVE WEST TRACT

## SWF PARCEL NO. 10-411-118S (SURPLUS ID GSW-4)





# Minimum Price Recommendation

## TBC-1 SWF 13-001-736S

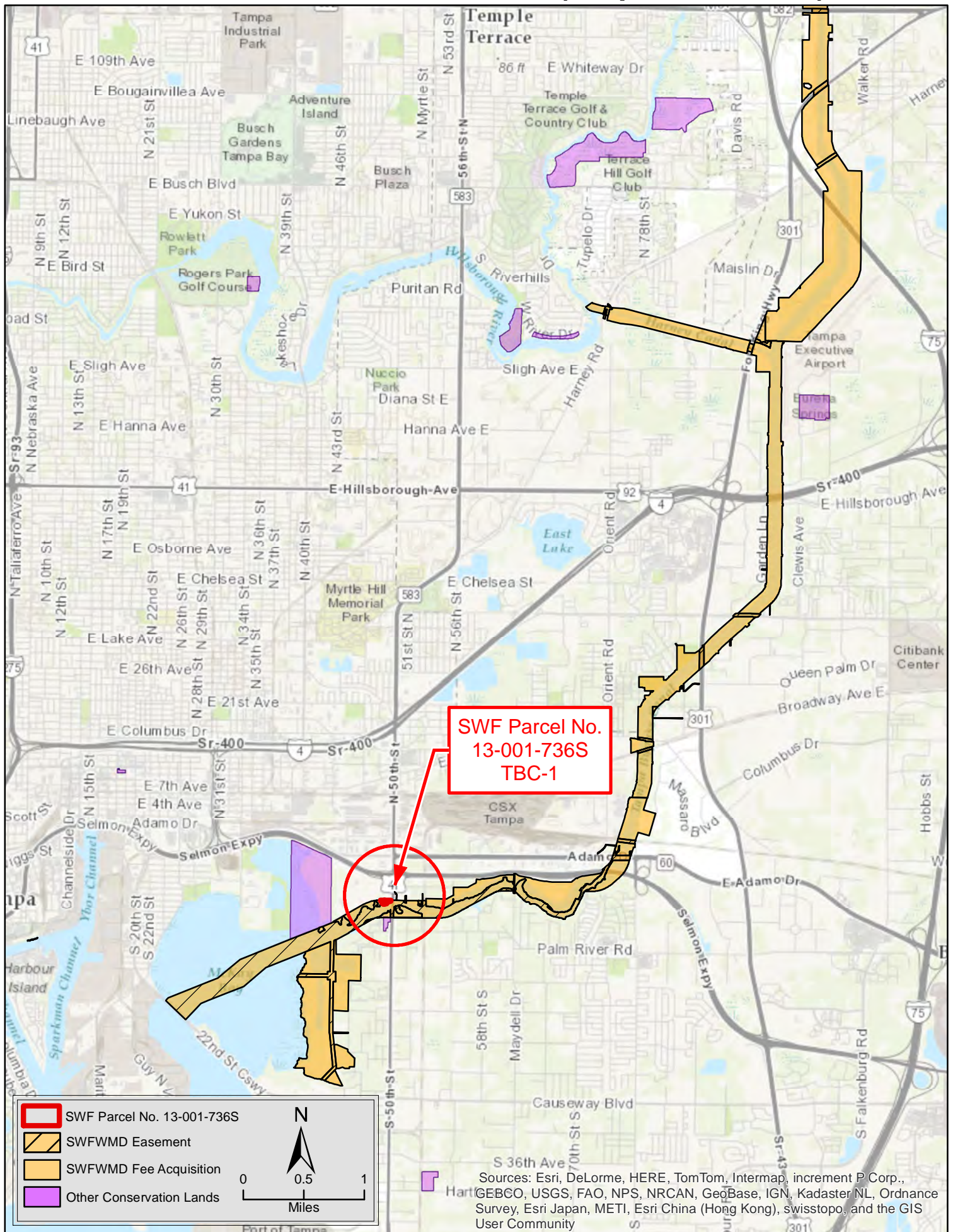
Hillsborough County

- Acquisition
  - By condemnation May, 1967 as part of Tampa Bypass Canal Project
  - Acquisition cost - \$21,000
- Size – 1.18 acres including upland, wetland, and submerged
- Access – by water only (no access directly from 50<sup>th</sup> Street or through adjacent private property)
- Frontage – waterfront on Tampa Bypass Canal
- Zoning and Future Land Use – IG (Industrial General) and LI (Light Industrial)
- Just Value (County Property Appraiser) – Parcel does not exist in County Property Appraiser records – no assessed value
- Interest to be sold – fee simple, as-is
- Appraisal – 7/27/2016 \$66,100
  - This is the lowest price the property can be sold per State Statute
- Recommended Minimum Price - \$90,000
  - 36% above appraised value
  - Considerations – Although there is only one likely buyer this parcel has a high assemblage value to the adjacent owner, adds value to his marina property as evidenced by the trespass improvement he has made on the surplus parcel, and acquisition would solve potential issues with his marina and allow additional boat slips.
- **Request Board Approved Minimum Price of \$90,000, exclusive of brokers fees.**



# Tampa Bypass Canal

## SWF Parcel No. 13-001-736S (Surplus ID TBC-1)





# TAMPA BYPASS CANAL

## SWF PARCEL NO. 13-001-736S (SURPLUS ID TBC-1)





## **CONTRACT FOR SALE AND PURCHASE**

**THIS Contract for Sale and Purchase** (“Contract”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604 (“District”), and \_\_\_\_\_ “Buyer”, having an address of \_\_\_\_\_

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1. **AGREEMENT TO SELL**: The District hereby agrees to sell and Buyer hereby agrees to buy, in accordance with this Contract, the real property that is more particularly described in Exhibit “A”, attached hereto and incorporated herein by this reference (“Property”).
  2. **EFFECTIVE DATE**: Upon execution of this Contract by Buyer, Buyer’s offer shall be binding for ninety (90) days after such execution by Buyer. If this Contract is not executed by the District on or before ninety (90) days after execution of this Contract by Buyer, Buyer’s offer contained in this Contract is withdrawn and this Contract shall terminate. The effective date of this contract shall be the date of execution by the District.
  3. **APPROVAL**: This Contract is subject to approval by the District’s Governing Board. If the District’s Governing Board does not approve this Contract and all the terms and conditions hereof, the District will notify the Buyer in writing and this Agreement shall terminate.
  4. **PURCHASE PRICE**: The total purchase price for the Property shall be \$ \_\_\_\_\_ dollars, which shall be paid in the following manner:
    - a. **Deposit**: Concurrent with the execution by Buyer of this Contract, Buyer shall deposit five percent (5%) of the purchase price in the form of a certified or cashier’s check from a financial institution as defined in Section 655.005, Florida Statutes (“F.S.”), made payable to the closing agent designated by the District, as earnest money (“Deposit”). In the event this Contract is terminated under Paragraphs 2, 3, 5, 8, and 11 of this Contract, the District shall return the Deposit to Buyer.
    - b. **Balance**: The balance of the purchase price shall be paid at the time of closing, by wire transfer from a financial institution as defined in Section 655.005, F.S., to the closing agent designated by the District.
  5. **CLOSING, EXPENSE AND POSSESSION**: This Contract shall be closed no later than 120 days from the effective date referenced in Paragraph 2, unless this Contract is terminated pursuant to Paragraphs 2, 3, 8, 10 or 11. The following are additional details of closing:
    - a. **Time and Place**: The date, time and place of closing shall be set by the District.
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- b. **Conveyance**: At closing, the District will deliver to Buyer a fully executed quit claim deed, conveying the Property and improvements in "AS IS, WHERE IS CONDITION," without warranties or representations.
- c. **Expenses**: Buyer shall be responsible for paying all closing costs associated with the Property including, but not limited to, survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, and attorneys' fees. Buyer shall reimburse the District at closing for any closing costs that are initially paid by the District. Any costs of sale incurred by the District or by other parties on behalf of the District shall be paid by separate certified or cashier's check made payable to the Southwest Florida Water Management District or wire transfer to an escrow agent designated by the District at the time of closing. The District may require that the closing be processed by and through a title insurance company or other closing agent, designated by the District, and Buyer shall pay any costs charged by such company or agent for this closing service. If Buyer obtains a survey of the Property, nothing contained therein shall affect the purchase price or terms of this Contract.
6. **REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS, AND ENCUMBRANCES**: Buyer agrees to take title to the Property subject to any outstanding taxes, special liens or assessments including real estate taxes, if any; comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests.
7. **CONDITION OF THE PROPERTY**: Buyer agrees to accept the Property in "AS IS, WHERE IS CONDITION." The District makes no warranties or representations whatsoever as to the condition of the Property or the improvements located thereon, or the fitness of either for any particular use or purpose.
8. **DUE DILIGENCE PERIOD**: Buyer will, at Buyer's expense, determine whether the Property is suitable for the Buyer's intended use and development of the Property within 60 days from the effective date of this Contract ("Due Diligence Period"). During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys, inspections, and investigations which Buyer deems necessary to determine to Buyer's satisfaction the suitability of the Property for Buyer's intended use and development. Buyer will deliver written notice to the District prior to the expiration of the Due Diligence Period of Buyer's determination of whether the Property is acceptable. If Buyer fails to comply with this notice requirement, Buyer will be deemed to have waived any objection to the suitability of the Property for the Buyer's intended use and development and to have accepted the Property in its present "as is" condition. If Buyer determines that the Property is not acceptable, Buyer must include the specific reasons therefore in its notice to the District. The District shall have thirty (30) days from receipt of Buyer's notice to cure the specified deficiencies. If the specified deficiencies are identified by a survey, the survey must meet the requirements outlined in Exhibit "B", attached hereto, and must be provided to the District for review. If the District fails to cure the deficiencies to the reasonable satisfaction of the Buyer, its attorney or the Buyer's title insurance company within the 30-day cure period, Buyer may either terminate this Contract or proceed to closing in the same manner as if no deficiencies had been found. If the District cures the deficiencies within the 30-day cure period, Buyer may not terminate this Contract. Buyer may contact the District to arrange access to the Property for Buyer, its agents, contractors and assigns for the purpose of conducting such tests, analyses, surveys, inspections, and investigations. Buyer will indemnify and hold the District harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any
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work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property.

9. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Prior to closing, the District will continue to operate the Property and any business conducted on the Property in the manner operated prior to the date of the Contract and will take no action that would adversely impact the Property.
  10. **RISK OF LOSS:** In the event of any substantial damage to the Property (in excess of \$5,000) between the date of this Contract and the date of closing, the District shall have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, Buyer shall complete the transaction as originally planned. If these repairs are not completed prior to the closing date, closing will be extended until such time as the repairs are completed. If the District elects not to restore the damaged Property, Buyer's sole remedy shall be the right to terminate this Contract by giving written notice to the District or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. In the event of any lesser damage (\$5,000 or less), the parties shall proceed to closing as though no damage had occurred.
  11. **DEFAULT:** If Buyer fails to close within 120 days from the effective date referenced in Paragraph 2, the District shall retain the Deposit, this Contract shall terminate, and the District and Buyer shall be relieved of all rights and obligations under this Contract. If the District fails to deliver the quit claim deed to Buyer within 120 days from the effective date referenced in Paragraph 2, the District shall return the Deposit to Buyer, this Contract shall terminate, and Buyer and the District shall be relieved of all rights and obligations under this Contract. Notwithstanding the above, neither party shall be liable under this provision if the closing date is extended pursuant to Paragraph 10, Risk of Loss.
  12. **ATTORNEYS' FEES AND COSTS:** Except as provided in Paragraph 8, Due Diligence Period, in any claim or controversy arising out of or relating to this Contract, each party agrees to bear its own attorney fees and costs.
  13. **NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, or personal delivery. The parties agree to send all notices to the addresses specified in the introductory clause; and as to the District, such notice will be sent to the attention of its Office of General Counsel. Notice is effective upon receipt.
  14. **SUCCESSORS:** Upon execution of this Contract by Buyer, this Contract shall be binding upon and inure to the benefit of Buyer, Buyer's heirs, successors, or assigns.
  15. **RECORDING:** Neither this Contract nor any notice of it may be recorded in any county by any person.
  16. **ASSIGNMENT:** This Contract shall not be assigned by Buyer without the prior written consent of the District.
  17. **TIME OF ESSENCE:** Time is of the essence in the performance of this Contract.
  18. **AMENDMENTS:** This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Notwithstanding the foregoing, the parties acknowledge that the description of the Property is without
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the benefit of a current survey. The parties agree that if, in the opinion of the District, it becomes necessary to amend the description to correct errors, to more properly describe the Property, or to otherwise revise the description of the Property, the description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property shall be revised by or at the direction of the District, and shall be subject to the final approval of the District. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property shall not require a written amendment to this Contract. In such event, the District's execution and delivery of the closing instruments containing the revised description and the Buyer's acceptance of said instruments and of the final survey (if any) containing the revised description shall constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.

19. **SURVIVAL**: Subparagraph 5.c. and Paragraphs 6, 7, 8, 9 and 12 of this Contract will survive delivery and recording of deed and possession of the Property.

The parties have caused this Contract to be executed on the day and year set forth below.

**DISTRICT:**  
**SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT, a public  
corporation of the State of Florida**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

**BUYERS:**

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
DATE:

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EXHIBIT A

Legal Description

DRAFT



## Southwest Florida Water Management District Requirements for Surplus Boundary Surveys

- All improvements within 10 feet of the boundary lines must be shown (including, but not limited to: wells, septic tanks, fencing, gates, and utilities). Visible evidence of underground installations or apparent cross rights uses will be located and noted.
- The survey will be certified to the Southwest Florida Water Management District
- The following certification will appear on the survey map:

**THIS \_\_\_\_\_ SURVEY IS CERTIFIED TO THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AS MEETING OR EXCEEDING, IN QUALITY AND PRECISION, THE STANDARDS APPLICABLE FOR THIS WORK, AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.**

- Title Commitment exceptions must be addressed on the survey.
- When applicable, the existence of Sovereign Boundaries will be determined by coordinating with the Bureau of Survey and Mapping, Florida Department of Environmental Protection. The demarcation will be a part of this scope.
- When the question or establishment of mean high water, safe upland elevation or ordinary high water lines is required, a scanned copy of the signed letter from DEP will be provided in PDF format (filename: DEP Sovereign Letter.pdf)
- All monumentation recovered outside the boundaries of the subject survey that was included in the analysis and resolution of the survey will be shown and dimensioned on the map of survey.
- The legal description of the parcel being surveyed will be shown on the map of survey.

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## **CONTRACT FOR SALE AND PURCHASE**

**THIS Contract for Sale and Purchase** (“Contract”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604 (“District”), and \_\_\_\_\_, having an address of \_\_\_\_\_ (“Buyer”), as follows:

1. **AGREEMENT TO SELL**: The District hereby agrees to sell and Buyer hereby agrees to buy, in accordance with this Contract, the real property that is more particularly described in Exhibit “A”, attached hereto and incorporated herein by this reference (“Property”). This Contract is contingent upon the conveyance by Buyer of a conservation easement in favor of the District that maintains low residential density and protects against intensive agricultural use.
  2. **EFFECTIVE DATE**: Upon execution of this Contract by Buyer, Buyer’s offer shall be binding for ninety (90) days after such execution by Buyer. If this Contract is not executed by the District on or before ninety (90) days after execution of this Contract by Buyer, Buyer’s offer contained in this Contract is withdrawn and this Contract shall terminate. The effective date of this contract shall be the date of execution by the District.
  3. **APPROVAL**: This Contract is subject to approval by the District’s Governing Board. If the District’s Governing Board does not approve this Contract and all the terms and conditions hereof, the District will notify the Buyer in writing and this Agreement shall terminate.
  4. **PURCHASE PRICE**: The total purchase price for the Property shall be \$ \_\_\_\_\_ dollars, which shall be paid in the following manner:
    - a. **Deposit**: Concurrent with the execution by Buyer of this Contract, Buyer shall deposit five percent (5%) of the purchase price in the form of a certified or cashier’s check from a financial institution as defined in Section 655.005, Florida Statutes (“F.S.”), made payable to the closing agent designated by the District, as earnest money (“Deposit”). In the event this Contract is terminated under Paragraphs 2, 3, 5, 8, and 11 of this Contract, the District shall return the Deposit to Buyer.
    - b. **Balance**: The balance of the purchase price shall be paid at the time of closing by wire transfer from a financial institution as defined in Section 655.005, F.S., to the closing agent designated by the District.
  5. **CLOSING, EXPENSE AND POSSESSION**: This Contract shall be closed no later than 120 days from the effective date referenced in Paragraph 2, unless this Contract is terminated pursuant to Paragraphs 2, 3, 8, 10, or 11. The following are additional details of closing:
    - a. **Time and Place**: The date, time and place of closing shall be set by the District.
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- b. **Conveyance**: At closing, the District will deliver to Buyer a fully executed quit claim deed, conveying the Property and improvements in “AS IS, WHERE IS CONDITION,” without warranties or representations.
  - c. At closing, Buyer will execute and deliver the conservation easement, attached hereto as Exhibit “B”, and incorporated herein by this reference, to the District.
  - d. **Expenses**: Buyer shall be responsible for paying all closing costs associated with the Property including, but not limited to, survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, and attorneys’ fees. Buyer shall reimburse the District at closing for any closing costs that are initially paid by the District. Any costs of sale incurred by the District or by other parties on behalf of the District shall be paid by separate certified or cashier’s check made payable to the Southwest Florida Water Management District or wire transfer to an escrow agent designated by the District at the time of closing. The District may require that the closing be processed by and through a title insurance company or other closing agent, designated by the District, and Buyer shall pay any costs charged by such company or agent for this closing service. If Buyer obtains a survey of the Property, nothing contained therein shall affect the purchase price or terms of this Contract.
6. **REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS, AND ENCUMBRANCES**: Buyer agrees to take title to the Property subject to any outstanding taxes, special liens or assessments including real estate taxes, if any; comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests.
7. **CONDITION OF THE PROPERTY**: Buyer agrees to accept the Property in “AS IS, WHERE IS CONDITION.” The District makes no warranties or representations whatsoever as to the condition of the Property or the improvements located thereon, or the fitness of either for any particular use or purpose.
8. **DUE DILIGENCE PERIOD**: Buyer will, at Buyer’s expense, determine whether the Property is suitable for the Buyer’s intended use and development of the Property within 60 days from the effective date of this Contract (“Due Diligence Period”). During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys, inspections, and investigations which Buyer deems necessary to determine to Buyer’s satisfaction the suitability of the Property for Buyer’s intended use and development. Buyer will deliver written notice to the District prior to the expiration of the Due Diligence Period of Buyer’s determination of whether the Property is acceptable. If Buyer fails to comply with this notice requirement, Buyer will be deemed to have waived any objection to the suitability of the Property for the Buyer’s intended use and development and to have accepted the Property in its present “as is” condition. If Buyer determines that the Property is not acceptable, Buyer must include the specific reasons therefore in its notice to the District. The District shall have thirty (30) days from receipt of Buyer’s notice to cure the specified deficiencies. If the deficiencies are identified by a survey, the survey must meet the requirements outlined in Exhibit “C”, attached hereto, and must be provided to the District for review. If the District fails to cure the deficiencies to the reasonable satisfaction of the Buyer, its attorney or the Buyer’s title insurance company within the 30-day cure period, Buyer may either terminate this Contract or proceed to closing in the same manner as if no deficiencies had been found. Buyer may contact the District to arrange access to the Property for Buyer, its agents, contractors and assigns for the purpose of conducting such tests, analyses, surveys, inspections, and investigations. Buyer will indemnify and hold the District harmless from losses, damages, costs,
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claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property.

9. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Prior to closing, the District will continue to operate the Property and any business conducted on the Property in the manner operated prior to the date of the Contract and will take no action that would adversely impact the Property.
  10. **RISK OF LOSS:** In the event of any substantial damage to the Property (in excess of \$5,000) between the date of this Contract and the date of closing, the District shall have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, Buyer shall complete the transaction as originally planned. If these repairs are not completed prior to the closing date, closing will be extended until such time as the repairs are completed. If the District elects not to restore the damaged Property, Buyer's sole remedy shall be the right to terminate this Contract by giving written notice to the District or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. In the event of any lesser damage (\$5,000 or less), the parties shall proceed to closing as though no damage had occurred.
  11. **DEFAULT:** If Buyer fails to close within 120 days from the effective date referenced in Paragraph 2, the District shall retain the Deposit, this Contract shall terminate, and the District and Buyer shall be relieved of all rights and obligations under this Contract. If the District fails to deliver the quit claim deed to Buyer within 120 days from the effective date referenced in Paragraph 2, the District shall return the Deposit to Buyer, this Contract shall terminate, and Buyer and the District shall be relieved of all rights and obligations under this Contract. Notwithstanding the above, neither party shall be liable under this provision if the closing date is extended pursuant to Paragraph 10, Risk of Loss.
  12. **ATTORNEYS' FEES AND COSTS:** Except as provided in Paragraph 8, Due Diligence Period, in any claim or controversy arising out of or relating to this Contract, each party agrees to bear its own attorney fees and costs.
  13. **NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, or personal delivery. The parties agree to send all notices to the addresses specified in the introductory clause; and as to the District, such notice will be sent to the attention of its Office of General Counsel. Notice is effective upon receipt.
  14. **SUCCESSORS:** Upon execution of this Contract by Buyer, this Contract shall be binding upon and inure to the benefit of Buyer, Buyer's heirs, successors, or assigns.
  15. **RECORDING:** Neither this Contract nor any notice of it may be recorded in any county by any person.
  16. **ASSIGNMENT:** This Contract shall not be assigned by Buyer without the prior written consent of the District.
  17. **TIME OF ESSENCE:** Time is of the essence in the performance of this Contract.
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18. **AMENDMENTS:** This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Notwithstanding the foregoing, the parties acknowledge that the description of the Property is without the benefit of a current survey. The parties agree that if, in the opinion of the District, it becomes necessary to amend the description to correct errors, to more properly describe the Property, or to otherwise revise the description of the Property, the description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property shall be revised by or at the direction of the District, and shall be subject to the final approval of the District. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property shall not require a written amendment to this Contract. In such event, the District's execution and delivery of the closing instruments containing the revised description and the Buyer's acceptance of said instruments and of the final survey (if any) containing the revised description shall constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.
19. **SURVIVAL:** Subparagraph 5.d. and Paragraphs 6, 7, 8, 9 and 12 of this Contract will survive delivery and recording of deed and possession of the Property.

The parties have caused this Contract to be executed on the day and year set forth below.

**DISTRICT:**  
**SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT, a public  
corporation of the State of Florida**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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EXHIBIT A

Legal Description

DRAFT

EXHIBIT B

SWF Parcel No. \_\_\_\_\_ S  
Approved by Attorney: \_\_\_\_\_

## Perpetual Conservation Easement

This Easement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, having an address of \_\_\_\_\_, hereinafter referred to as "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".

### WITNESSETH:

**Whereas**, Grantor is the owner in fee simple of certain real property lying and being situated in Polk County, Florida, more specifically described in Exhibit "A", attached hereto and hereinafter referred to as the "Property"; and

**Whereas**, Grantor and Grantee mutually recognize the conservation value of the natural, scenic, and special character of the Property and have the common purpose of conserving that certain natural, scenic, and special character of the Property by conveyance to Grantee of a perpetual conservation easement on, under, over, and across the Property, which shall act to conserve and protect the natural, scenic and special character of the Property; it further being the intent of the parties to conserve and protect the ecological and hydrological integrity, the present and future uses described herein, and habitat for indigenous plant and animal life on the Property, and to prohibit certain further development activity on the Property; and

**Whereas**, Grantor and Grantee recognize that the existing agricultural uses and the past and present stewardship of the Property have contributed to the conservation of certain natural resources and by the conveyance of this conservation easement will serve as a compatible and complimentary land use to the management and sustainability of core conservation lands within the Withlacoochee River watershed.

**Now Therefore**, Grantor, in consideration of ten dollars and no cents (\$10.00), and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to Grantee and its successors and assigns a perpetual conservation easement on, under, over and across the Property for the purposes as set forth herein, and pursuant to Section 704.06, Florida Statutes (F.S.), but without intending the validity of this Easement to be dependent on the continuing existence of such laws.

### ARTICLE I. DURATION OF EASEMENT

This Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor and its personal representatives, heirs, successors and assigns, lessees, agents and licensees.

### ARTICLE II. PURPOSE OF EASEMENT

In addition to the recitations stated above, the purpose of this Easement is to prohibit development on the Property and thereby protect and preserve, in perpetuity, the natural, scenic and special character, ecological and hydrological integrity, and habitat for indigenous plant and animal life on the Property. Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the purposes of this Easement.

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### ARTICLE III. RIGHTS GRANTED TO GRANTEE

To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- A. The right to preserve and protect the conservation values of the Property.
- B. All future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as may be specifically reserved to Grantor in this Easement. The parties agree that such rights are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements under applicable laws, rules, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.
- C. The right to enter upon, over and across the Property to inspect it for the purpose of ensuring compliance with the terms and conditions of this Easement, so long as such entry does not interfere with the rights and uses of the Property retained by the Grantor, and provided that Grantee notifies Grantor at least twenty-four (24) hours before said inspection. Grantee shall provide Grantor with a written list of employees assigned to monitor and enforce the terms and conditions of this easement in accordance with this paragraph.
- D. The right to prevent any activity on or use of the Property that is inconsistent with the purpose or provisions of this Easement and to require the restoration of or to restore such areas or features of the Property that may be damaged by any inconsistent activity or use by the Grantor, at Grantor's sole expense.
- E. The right to have the Property maintained in its natural, scenic, rural and open condition and any development or use that would impair or interfere with the conservation purposes of this Easement, subject to Grantor's reserved rights will be restricted. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted:

1. **Subdivision of the Property.** The Property shall not be subdivided. Any interest granted subsequent to this document shall be subject to this Easement.
  2. **Construction.** Construction of more than \_\_\_\_\_ ( ) single-family residential improvements, and associated driveways and other appurtenances is specifically prohibited.
  3. **Dumping.** Except as otherwise specifically authorized herein, there shall be no dumping or placing of soil, trash, liquid or solid waste (including sludge), or unsightly, offensive, or hazardous materials or toxic substances, pollutants or contaminants, including, but not limited to, those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6991, or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, hereinafter collectively referred to as "Contaminants", on the Property. However, this provision shall not be construed to prevent the deposit of household, agricultural, or animal wastes generated on the Property.
  4. **Mining.** There shall be no exploration for or extraction or removal of oil or gas, minerals, peat, muck, limestone, sand, loam, gravel, rock, soil or other material, except as reasonably necessary for the construction activities permitted in Article IV., paragraph E., above.
  5. **Agricultural Areas and Activities.** Grantor shall not use the Property for dairy, swine, poultry or feedlot operations, citrus production activity, commercial nursery operations including, without limitation
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ornamentals or tree farms, or the planting of truck or row crops. Grantor shall not introduce or release non-indigenous species, including wild game animals, on the Property.

6. **Wetland/Cypress Harvesting.** There shall be no harvesting in wetlands and no live cypress shall be harvested at any time.

7. **Commercial and Industrial Use.** Commercial or industrial activity and ingress, egress or other passage across or upon the Property in connection with any commercial or industrial activity is prohibited on the Property, except those activities that are incidental to the exercise of Rights Reserved to Grantor described herein.

8. **Waters and Hydrology.** Activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation are prohibited unless otherwise specifically provided for in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property which would be detrimental to water quality or which could alter natural water level or flow in or over the Property. Provided, however, Grantor may continue to operate, maintain or replace existing ground water wells incident to permitted uses on the Property in accordance with all applicable local, state and federal laws, rules, regulations, and guidelines and all applicable BMPS.

9. **Exotics.** There shall be no planting of non-indigenous aquatic and terrestrial species, except for landscaping within the two (2) acre residential lots referenced in Article IV, paragraph E(3). Grantor shall make all reasonable efforts to reduce or eliminate the occurrence of non-indigenous aquatic and terrestrial species to the extent practicable and economically feasible. Notwithstanding the foregoing, Grantor shall, at a minimum, conduct sufficient management and control to maintain non-indigenous aquatic and terrestrial species at the same or a lower percentage of cover as currently exists on the Property. For purposes of this Easement, commonly planted pasture grasses shall not be considered non-indigenous species.

10. **Pesticides/Herbicides/Fertilizers.** Except for landscaping within the two (2) acre residential lots referenced in Article IV, paragraph E(3), agricultural chemicals used by Grantor, including fertilizers, pesticides and herbicides, shall only be applied in such amounts and with such frequency of application that constitute the minimum necessary to perform noxious weed control, habitat enhancement and restoration, timber management and agricultural and residential activities permitted under this Easement, and provided that such chemicals shall be applied by non-aerial means on the Property. The use of such chemicals shall be in compliance with the manufacturer's label instructions and all applicable local, state and federal laws, rules regulations, and guidelines and conducted in such a manner as to minimize adverse environmental effects on the Property. Grantor is prohibited from using biological weed and insect control agents without obtaining prior written approval from Grantee.

11. **Endangered Species.** Grantor shall take no action that will harm, as defined in the Endangered Species Act, 16 U.S.C. 1531 et. seq. and implementing regulations of the U.S. Fish and Wildlife Service, a threatened or endangered species identified on the then current list for threatened and endangered species adopted by the U.S. Fish and Wildlife Service at 50 C.F.R. 17.11, and 17.12; Rules 68A-27.003, 68A-27.004, adopted by the Florida Fish and Wildlife Conservation Commission; and Rule 5B-40.0055, adopted by the Florida Department of Agriculture and Consumer Services. Existing agricultural operations shall not be construed to result in a take of, or harm to threatened and endangered species as defined above.

12. **Archaeological, Cultural or Historic Sites.** Grantor shall take no action that will materially and negatively impact or damage any sites of archaeological, cultural, or historical significance, when any such sites have been specifically identified as such by any United States or State of Florida governmental entity, unless authorized or approved by the appropriate officials of the State of Florida having jurisdiction.

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#### ARTICLE IV. RIGHTS RESERVED TO GRANTOR

Grantor reserves to itself, its personal representatives, heirs, successors and assigns, lessees, agents and licensees the following rights in perpetuity with regard to the Property:

A. **Right of Exclusive Use.** To perform any act not prohibited or restricted by this Easement, including without limitation, the right of exclusive use, possession and enjoyment of the Property, including all rights as fee owner of the Property to use the Property for all purposes not inconsistent with this Easement.

B. **Transfer of Rights.** To give, sell, assign, lease, mortgage or otherwise transfer the Property by operation of law, by deed, or by indenture, subject and subordinate to this Easement.

C. **Silviculture.** Grantor shall have the right to conduct forestry operations, that include logging and associated activities, on the Property in accordance with the Florida Department of Agriculture and Consumer Services (FDACS) Best Management Practices (BMPS) and subject to the conditions and restrictions set forth below.

1. **Harvesting in Natural Pine Uplands.** Selective pine harvesting by Grantor is restricted to the extent that after such pine harvesting, the remaining stand shall retain at a minimum approximately twenty-five (25) square feet of basal area per acre and the leave trees shall be chosen from the population of the dominant and the co-dominant. Grantee acknowledges that the activity of harvesting trees may coincidentally damage otherwise healthy, hardwood trees.

2. **Pine Plantation Harvesting.** Notwithstanding the prohibition against planting non-indigenous species set forth in paragraph E(9) of Article III, any species of pine commonly planted in Florida for pine plantations and not otherwise prohibited by law may be harvested and replanted in upland areas in accordance with all applicable BMPS for pine plantations.

3. **Limits on restrictions.** Nothing contained in this paragraph shall be construed as prohibiting Grantor from pruning and thinning trees in accordance with good forest management practice and forestry management plans prepared by a professional forester; removing trees that are damaged, diseased or dangerous; and removing exotic plants and noxious weeds.

D. **Agricultural Operations.** Grantor may maintain Agricultural Operations on the Property, including cattle and equine activities, provided such operations are conducted in accordance with all applicable BMPS. The number of animal units on the Property shall not exceed the acceptable number of animal units established by applicable BMPS for the native range of the Property. Existing ponds may be maintained for fishing and aquaculture activities in accordance with all applicable local, state and federal laws, rules, regulations, and guidelines and all applicable BMPS. No grass or forage crop production may be conducted in any area of the Property. Lands that are natural lands shall remain natural lands. Grantor and Grantee intend for the Property to remain in its natural state except as otherwise provided herein.

E. **Construction.** Except as otherwise specifically provided herein, there shall be no construction of or the placing of temporary or permanent buildings, mobile homes, roads, signs, billboards or other advertising, or other structures on or above the ground. Grantor shall have the right to:

1. Maintain any and all existing roads, fences, ponds and drainage ditches in a usable condition without the consent of Grantee in accordance with all applicable local, state and federal laws, rules, regulations and guidelines and all applicable BMPS, without the consent of the Grantee.

2. Construct, maintain and repair barns, signs, roads, fences or other structures or buildings (and all utilities required to support such) necessary for agricultural activities not prohibited by this Easement in accordance with all applicable local, state and federal laws, rules, regulations and guidelines and all applicable BMPS.

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3. Construct, maintain and repair \_\_\_\_\_ ( ) future single-family residential improvements in upland with a cleared, lot size of no more than \_\_\_\_\_ ( ) acres per single-family residence, and a single driveway for access to each residence, not to exceed 20 feet in width. The exact location of future single-family residential improvement sites and driveways shall be surveyed by Grantors and delivered to Grantee with a written notice of intended development prior to undertaking any construction activities.

4. Place signs, the number and design of which do not significantly diminish the scenic character of the Property, to state the name and address of the persons living on the Property, to advertise the Property for sale or to post the Property to control unauthorized entry or use.

F. **Hunting and Fishing.** Grantor retains non-commercial hunting and fishing rights on the Property.

G. **Water.** To take action necessary to preserve water levels, to preserve the natural purity of the water, or to prevent the erosion of any slope or shoreline on the Property, in accordance with all applicable local, state and federal laws, rules, regulations, and guidelines and all applicable BMPs.

H. **Emergency Action.** Grantor may take emergency action to preserve and protect Grantor's rights herein in response to natural disaster, environmental hazards or threats to human safety.

## ARTICLE V. MISCELLANEOUS TERMS

A. **Ad Valorem Taxes.** Grantor agrees to make timely payment of all ad valorem taxes on the Property. Grantor shall provide Grantee written proof of payment of taxes on the Property upon request.

B. **Indemnification.** Grantor shall indemnify, defend and hold Grantee and all Grantee's agents, employees and officers harmless from and against any and all liabilities, loss, damages, expenses, judgments or claims, either at law or in equity including claims for attorney fees and costs and attorney's fees and costs on appeal, caused or incurred, in whole or in part as a result of any action or activity of the Grantor, its agents, employees, subcontractors, assigns, heirs and invitees as a result of the use and ownership of, or activities on the Property. The Grantee shall be responsible for any negligent or willful action or activity by the Grantee while on the Property. This provision does not constitute a waiver of Grantee's sovereign immunity under Section 768.28, F.S., or extend Grantee's liability beyond the limits established in Section 768.28, F.S.

C. **Public Access.** Grantee shall not have any right to allow the general public on the Property at any time without the prior written consent of Grantor.

D. **Notice of Violation.** In the event of violation of any of the terms and conditions hereof, Grantor or Grantee shall give written notice to the other party, which shall have the right to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by Grantor or by Grantee by suit for injunctive relief or for other appropriate remedy in equity or at law. Venue for such suit shall be in the Circuit Court in and for Hernando County, Florida. In the event of such suit, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of suit, including on appeal. As a condition precedent for filing of any lawsuit, the parties shall perform the mediation process immediately stated below.

E. **Notices.** Any notice, demand or request which may be or is required or to be given under this Easement shall be delivered in person or sent by United States Certified Mail, postage prepaid, return receipt requested, and shall be addressed to Grantor or to Grantee's Land Resources Department at the addresses first set forth above.

F. **No Waiver.** No waiver of any provision of this Easement shall be effective unless it is in writing signed by the party against whom it is asserted, and any such waiver shall only be applicable to the specific incident to which it relates and shall not be deemed to be a continuing or future waiver.

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G. **Severability.** A determination that any provision of this Easement is invalid or unenforceable shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Easement to any person or circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other person or circumstances.

H. **Entire Agreement.** This Easement, together with the all documents attached or otherwise incorporated herein, constitutes the entire understanding and agreement between the parties and shall not be changed, altered, or modified, except by an instrument in writing, signed by the Grantor and Grantee. In the event any terms or provisions of this Easement are determined by competent judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or shall be construed or deleted as such authority determines, and the remainder of this Easement shall be construed as being in full force and effect. The terms and conditions hereof may be modified only by mutual agreement in writing by the Grantor and Grantee.

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In Witness Whereof, the parties or their lawful representatives of the parties hereto have caused this Easement to be executed the day and year first above written.

**GRANTOR:**

*SAMPLE*

By: \_\_\_\_\_  
(Name),

\_\_\_\_\_  
Signature of Witness #1

\_\_\_\_\_  
(Typed/Printed Name of Witness #1)

\_\_\_\_\_  
Signature of Witness #2

\_\_\_\_\_  
(Typed/Printed Name of Witness #2)

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 , by  
(Name), (Title). a (State) corporation who is personally known to me or has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

(Seal)

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

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Commission No \_\_\_\_\_

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

EXHIBIT C

**Southwest Florida Water Management District  
Requirements for Surplus Boundary Surveys**

- All improvements within 10 feet of the boundary lines must be shown (including, but not limited to: wells, septic tanks, fencing, gates, and utilities). Visible evidence of underground installations or apparent cross rights uses will be located and noted.
- The survey will be certified to the Southwest Florida Water Management District.
- The following certification will appear on the survey map:

**THIS \_\_\_\_\_ SURVEY IS CERTIFIED TO THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AS MEETING OR EXCEEDING, IN QUALITY AND PRECISION, THE STANDARDS APPLICABLE FOR THIS WORK, AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.**

- Title Commitment exceptions must be addressed on the survey.
- When applicable, the existence of Sovereign Boundaries will be determined by coordinating with the Bureau of Survey and Mapping, Florida Department of Environmental Protection (DEP). The demarcation will be a part of this scope.
- When the question or establishment of mean high water, safe upland elevation or ordinary high water lines is required, a scanned copy of the signed letter from DEP will be provided in PDF format (filename: DEP Sovereign Letter.pdf)
- All monumentation recovered outside the boundaries of the subject survey that was included in the analysis and resolution of the survey will be shown and dimensioned on the map of survey.
- The legal description of the parcel being surveyed will be shown on the map of survey.

**THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.**

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