#### PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING April 3, 2024

#### CONSENT AGENDA ITEM 9

#### Phase 3C Regional Interconnect – Purchase of Pipeline Easements

Recommended Action - Mo Pip Eas

**Motion** to approve Purchase of One (1) Permanent Pipeline Easements and One (1) Temporary Construction Easements for the Phase 3C Regional Interconnect and Authorization for the Chairman and Executive Director to execute the NON-EXCLUSIVE PERMANENT WATER MAIN EASEMENT AGREEMENTS and TEMPORARY CONSTRUCTION EASEMENT AGREEMENTS, and other documents and fees necessary to close on the easement purchases within the Phase 3C Easement Package #4.

The Regional Integrated Loop Phase 3C Pipeline Project includes approximately 8 miles of 42-inch diameter pipeline. The pipeline route begins near State Road 72 and Cow Pen Slough Canal and extends generally north to the vicinity of the Fruitville and Lorraine Roads intersection where it will connect with Sarasota County utilities existing infrastructure. The Project is scheduled for substantial completion by March 1, 2025. On April 6, 2022, the Board approved Resolution 2022-03 determining the necessity for construction of the Phase 3C Regional Interconnect Pipeline and identifying the route for the pipeline. Two amendments to Resolution 2022-03 (Amendment 1, April 5, 2023, Amendment 2, June 7, 2023) have been approved providing for revision of the originally approved pipeline route, and authorizing acquisition of property rights necessary to construct and operate the Phase 3C Pipeline project.

Board authorization is requested to purchase the easements listed below (Phase 3C Easement Package # 4) for the selling prices below, and for the Chairman and Executive Director to execute the documents necessary to complete the purchase including closing costs and/or legal fees.

Permanent Easement # Perm. Easement		Temporary	Temp. Easement	Total Selling	
Area (Ac)		Easement #	Area (Ac)	Price	
806	0.2533	706	0.3759	\$286,928.00	

**Budget Action** – No action is required. Funds for these materials will come from the Authority's \$100M Line of Credit.

#### Attachments:

Phase 3C Easement Package #4

Phase 3c - Regional Integrated Loop System Parcel: 706/806

#### PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by and between PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes, acting by and through its governing Board of Directors ("Buyer") and CLG LEGACY PARTNERS, LLC, a Florida limited liability company ("Seller"), and AMERICAN GOVERNMENT SERVICES CORPORATION, a Florida corporation (hereinafter called "Escrow Agent" or "Title Company").

#### WITNESSETH

WHEREAS, Seller has legal title, including but not limited to easement interests granted from Sarasota County, to and possession of certain property located and being in Sarasota County, Florida as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

**WHEREAS,** Buyer desires to purchase a non-exclusive permanent water main easement, and an exclusive temporary construction easement over, under, above and through the real property described in Exhibit "A" attached hereto; and

**NOW, THEREFORE,** for and in consideration of the mutual covenants and promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Purchase Price</u>. Seller shall grant to Buyer and Buyer shall purchase from Seller, a Non-Exclusive Permanent Water Main Easement on approximately 11,032 square feet (0.2533 acres) M.O.L., and an Exclusive Temporary Construction Easement on approximately 16,373 square feet (0.3759 acres) M.O.L., in the forms attached hereto as Exhibit "B", respectively (the "Easements") and any and all improvements thereon in the amount of Two Hundred Eighty-Six Thousand, Nine Hundred Twenty-Eight Dollars and Zero Cents (\$286,928.00) (the "Purchase Price"). The Purchase Price consists of the following fee breakdown:

- a. \$131,100 Payment for land rights, improvements, net cost to cure and a fence allowance for removable sections;
- b. \$129,400.00 Reconstruction and Costs; and
- c. \$26,928 Statutory Attorneys' Fees and Costs.

In addition to above, Buyer shall pay for the following expenses: title update, closing fee, title insurance, recording fees, and documentary stamps (if applicable) ("Reimbursements"), which, if applicable, are payable at closing by Escrow Agent.

- 2. <u>Closing</u>.
  - (a) <u>Closing Date</u>. Subject to Section 2(b) below, the sale of the Easements shall be closed on or before **ninety** (90) days from the Effective Date of this Agreement. The exact date for the Closing on the Easements shall be set by the Buyer, with at least five (5) days prior notice to the Seller. This sale shall be closed at a location acceptable to the parties hereto or by mail.
  - (b) <u>Buyer's Requirements</u>. Buyer's obligations under this Agreement are contingent upon the following: (i) this Agreement being approved by the Authority's Board of Directors; and (ii) Buyer and the Escrow Agent each receiving a copy of such written agreement (the "Buyer's Requirements"). If the Buyer's Requirements are not fully satisfied to the sole satisfaction of Buyer, Buyer shall have the option to: (i) terminate this Agreement; or (ii) extend the Closing Date for thirty (30) days, if after thirty 30 days the Buyer's Requirements remain unsatisfied the Buyer shall have the same option to terminate or further extend the Closing Date.

3. <u>Costs</u>. Buyer shall pay all expenses incidental to the transfer of the Easements including, but not limited to, recording fees, documentary stamp taxes, intangible taxes, its own attorneys' fees, its own appraisal fees and similar expenses, as well as the cost of recording any corrective instruments required to perfect title to the Easements. Seller shall pay for their own attorneys' fees and costs, appraisal fees and related expenses, if any. All ad valorem taxes, including the year of closing and subsequent years, shall remain the sole responsibility of Seller.

4. <u>Conveyance</u>. Seller shall convey the Easements to Buyer by easement agreement in the forms attached hereto as Exhibit "B". Subject to the easement restrictions from Sarasota County's over the subject property, the conveyance shall be free and clear of all liens and encumbrances except taxes and assessments for the year of closing and subsequent years and zoning ordinances and land use regulations (the "Permitted Exceptions").

5. <u>Remedies Upon Default</u>. If Buyer fails to perform this Agreement within the time specified, Seller shall be relieved of all obligations under this Agreement. If, for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Agreement, Buyer may seek specific performance without thereby waiving any action for damages resulting from Seller's breach. These shall be the sole remedies of the parties in the event of default under this Agreement.

6. <u>Title Insurance</u>. Buyer may, at its own expense obtain a written title insurance commitment (the "Commitment") for the issuance of an owner's policy of title insurance (the "Policy"), insuring the marketability of title of the Easements (ALTA Form "B" Owner's) in the amount of the Purchase Price from the Title Company, together with legible copies of all instruments affecting title to the Easements. The Commitment shall name Buyer as proposed insured, and shall disclose that Seller has good and marketable title in and to the

Easements, and shall be subject only to the Permitted Exceptions. Buyer shall pay the premium, at the minimum promulgated rate, for the policy of title insurance at closing.

If the Commitment contains exceptions other than the Permitted Exceptions, Buyer shall notify Seller, in writing, within thirty (30) days of Buyer's receipt of the Commitment, specifying the defects which exist with respect to the title. Seller shall fully cure said defects in title to the satisfaction of the Title Company and Buyer's attorneys, within a period of sixty (60) days after receipt of such notice. Upon Seller's failure to cure any such defect in title, Buyer may, at its option terminate this agreement by providing written notice to Seller or may elect to waive all conditions of this paragraph and, subject to all the other terms and provision of this Agreement, close this transaction as if no such defects in title existed.

The Policy shall be issued at closing or as soon as possible thereafter in the same form as the Commitment, and shall be subject only to the Permitted Exceptions, with all standard printed exceptions, including those for survey (if Buyer elects to obtain a survey), mechanics' liens, and parties in possession, deleted. If the Policy is not issued at closing, the Title Company shall insure against adverse matters as specified in Section 627.7841, Florida Statutes.

7. <u>Survey</u>. The Buyer may, at Buyer's option and at its own expense, obtain a survey of the Easements, certified in a manner sufficient for the issuance of a Policy deleting the survey exception. If the survey shows any encroachments or that the Easements in fact encroach on setback lines, easements, lands owned by other persons or violate any restrictions, agreements, covenants, or applicable governmental regulations, the same shall be treated as a title defect.

8. <u>Additional Documents to be Delivered at Closing</u>. At the Closing, Seller shall execute and acknowledge where necessary, and deliver to Buyer, in addition to the Easements and other documents mentioned elsewhere here, the following:

- (a) Subject to the easement restrictions from Sarasota County's over the subject property, an affidavit establishing that there are no liens or lien rights for services, labor, or material furnished to or for the improvement of the Easements; that there are no unrecorded possessory or other interests in or agreements affecting the Easements of any kind; and that Seller is in sole possession of the Easements;
- (b) An affidavit acknowledging that the sale of the permanent and temporary easements includes any and all improvements located thereon; and
- (c) All other instruments and documents required by the Title Company affecting title to or possession of the Easements and necessary to transfer or assign the same to Buyer, as required by this Agreement.

9. <u>Attorney's Fees and Costs</u>. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred in connection with

such litigation, including reasonable attorney's fees, whether in preparation for, at trial, or on appeal.

10. <u>Survival</u>. Any provision of this Agreement which by its nature and effect is required to be observed, kept, or performed after Closing shall survive the Closing and shall not be merged therein but shall remain binding upon and for the benefit of the parties hereto and their respective successors and assigns until fully observed, kept, or performed.

11. Escrow. Escrow Agent agrees to hold, keep, and deliver all documents and sums delivered to it pursuant hereto in accordance with the terms and provisions of this Agreement. Escrow Agent shall not be entitled to any fees or compensation for its services hereunder. Escrow Agent shall be liable only to hold all documents and sums delivered to its care and to deliver the same to the parties named herein in accordance with the provisions of this Agreement, it being expressly understood that by acceptance of this Agreement Escrow Agent is acting in the capacity of a depository only and shall not be liable or responsible to anyone for any damage, losses, or expenses unless same shall have been caused by the gross negligence or willful malfeasance of Escrow Agent. In the event of any disagreement among the parties to this Agreement, or among them or any of them and any other party resulting in any adverse claims and demands being made in connection with or for the monies involved herein or affected hereby, Escrow Agent shall be entitled to refuse to comply with any such claims or demands so long as such disagreement may continue; and in so refusing, Escrow Agent shall make no delivery or other disposition of any of the monies held by it under the terms of this Agreement, and in so doing, Escrow Agent shall not become liable to anyone for such refusal; and Escrow Agent shall be entitled to continue to refrain from action until the rights of the adverse claimants shall have been finally settled or adjudicated in a court of appropriate jurisdiction, or all differences shall have been adjusted by agreement between or among the parties and Escrow Agent shall have been notified in writing of such agreement signed by the parties hereto. Further, Escrow Agent shall have the right at all times to deliver any funds or any documents delivered to it or pay all sums held by it (i) to the appropriate party under the terms hereof; or (ii) into any court of competent jurisdiction after a dispute between or among the parties hereto has arisen, whereupon Escrow Agent's obligations hereunder shall terminate. Seller and Buyer jointly and severally agree to defend, indemnify, and hold harmless Escrow Agent from any and all costs, damages, and expenses, including reasonable attorney's fees, to the extent limited by law and provided by Section 768.28, Florida Statutes, that Escrow Agent may incur in its compliance of an in good faith with the terms of this Agreement.

12. <u>Testing Results</u>. Buyer shall have access to the Easements, from the Effective Date to the date this Agreement is terminated or default occurs for the purposes of hydrologic testing, surface and groundwater sampling, soil testing, engineering studies, surveys, and other similar tests. At Seller's request, Buyer shall at its own expense correct any damages to the Easements occasioned by Buyer's activities. In the event the results of tests performed on the Easements are found to be below the standards necessary to operate or maintain public drinking water facilities, then at Buyer's option, this Agreement shall be null and void and of no further force and effect, and the parties to this Agreement shall have no further obligations hereunder.

13. <u>Payment in Full</u>. This Agreement is for the acquisition of easement interests in the subject property and all improvements on the subject property thereon or otherwise stated.

14. <u>Effective Date</u>. This Agreement shall be effective as of the date of the signing of this Agreement by the last to sign of Buyer and Seller (herein "Effective Date").

15. <u>Notice</u>. If any time notice is required to be given by either party hereto to the other, such notices shall be deemed properly given when reduced to writing and (a) deposited with a nationally recognized overnight courier for next day delivery; or (b) deposited in the United States Mail (certified or registered mail with return receipt requested), the proper postage affixed and addressed to the parties; or (c) actually hand delivered to the parties as follows:

Seller:	With a copy to:
CLG Legacy Properties, LLC	Blake Gaylord, Esq.
6841 Energy Ct.	Gaylord Merlin Ludovici & Diaz, P.A.
Sarasota, FL 34240	5001 West Cypress Street
Attn: Mr. Ronald W. Chapman	Tampa, FL 33607
Buyer:	With a copy to:
Peace River Manasota Regional Water	Doug Manson, Esq.
Supply Authority	Manson Bolves Donaldson Varn, P.A.
9415 Town Center Parkway	1101 West Swann Avenue
Lakewood Ranch, FL 34202	Tampa, FL 33606
Attn: Mr. Michael Coates	

### 16. <u>Miscellaneous</u>.

- (a) This Agreement constitutes the entire agreement of the parties hereto and supersedes any prior understandings, or written or oral agreements between the parties respecting the terms of this Agreement. No rights or duties, unless incorporated in this Agreement, shall be binding upon the parties hereto.
- (b) This Agreement and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida.
- (c) This Agreement shall be binding upon and its benefits and advantages shall inure to the successors and assigns of the parties hereto.
- (d) No amendment, modification, or alteration of the terms of this Agreement shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

- (e) Seller has no knowledge of any contamination or potential of the property described in Exhibit "A" hereto.
- (f) No person or entity other than Seller and Sarasota County has access to or has the right of access to or occupy the property described in Exhibit "A" attached hereto, or any portion thereof, nor does any person or entity other than Seller own buildings, structures, improvements, fixtures, or personal property located on said real property.
- (g) <u>Time of the Essence</u>. Time is of the essence with respect to the performance of each and every obligation of the parties thereunder.
- (h) <u>Incorporation of Exhibits</u>. All exhibits attached hereto and referred to herein are incorporated in this Agreement as though fully set forth herein.
- (i) <u>Severability</u>. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect or as applied to any circumstances, such invalidity, illegality or unenforceability shall not affect any other provision hereof or the effect thereof as otherwise applied so long as the intent of the parties is not materially affected, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. <u>Execution</u>. If within ninety (90) days from the date this Agreement is executed by either of the parties, this Agreement is not fully executed; the right or obligation of the parties under this Agreement shall be deemed null and void.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed the date and year written below.

WITNESSES:	SELLER: CLG LEGACY PROPERTIES, LLC.
Sign:	By:
Print:	Ronald W. Chapman, Manager
Sign:	Date:
Print:	

### **ATTEST:**

### **BUYER:**

## PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

a Regional Water Supply Authority

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

## Approved as to Form:

By:

By:

Douglas Manson, Esq. General Counsel

## EXHIBIT A

## Legal Description

Lot 36, Gator Creek Estates Unit 1, according to the plat thereof as recorded in Plat Book 23, pages 2 and 2A thru 2C, Public Records of Sarasota County, Florida.

Parcel Identification Number: 0293010360

# **EXHIBIT B**

This instrument prepared by and return to Steven R. Medendorp, Esq. Manson Bolves Donaldson & Tanner, P.A. 109 N. Brush Street, Suite 300 Tampa, FL 33602

Parcel #: 806

## NON-EXCLUSIVE PERMANENT WATER MAIN EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT WATER EASEMENT AGREEMENT (the "Agreement"), is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by and between **CLG LEGACY PARTNERS, LLC,** a Florida limited liability company, ("Grantor"), whose address is 6841 Energy Ct., Sarasota, Florida 34240, to **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, an interlocal governmental entity of the State of Florida ("Peace River" or "Grantee"), whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

## **RECITALS:**

WHEREAS, Grantee desires to construct, install, operate, maintain, replace, inspect, , test, repair, relocate, remove, and upgrade an underground pipeline for the purpose of transporting water over, across, through and under the lands hereinafter described (the "Waterline"), along with the installation of appurtenant and below-ground pipes, valves and equipment (collectively the "Facilities"), to be located within the Easement Property (as defined below).

WHEREAS, Grantee has requested and Grantor grants a non-exclusive, permanent and perpetual easement to Grantee to construct, install, operate, maintain, replace, inspect, test, repair, relocate, replace, remove, and upgrade the above-mentioned Waterline and Facilities on the Easement Property (as defined below), on the terms set forth herein.

NOW, THEREFORE, in consideration of the above recitals, and the sum of Ten and No/100 Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties agree as follows:

1. To the extent applicable, the permanent, perpetual, non-exclusive waterline easement interests and rights acquired by Peace River over, across, through and under the Owner's property located in Sarasota County, Florida and are further described herein. The applicability of any particular estate shall be determined by those interests and rights described and depicted on Exhibit "1" attached hereto (the "Easement Property").

2. Peace River shall have the right, privilege and easement for and to construct, install, operate, maintain, replace, inspect, test, repair, relocate, replace, remove, and upgrade an underground pipeline for the purpose of transporting water over, across, through and under the lands

hereinafter described (the "Waterline"), along with the installation of appurtenant below-ground pipes, valves and equipment (collectively the "Facilities"), for the purpose of transporting water over, above, across, through and under the Easement Property in connecting the Peace River Authority Regional Integrated Loop Phase 3C Pipeline, beginning at the south side of Clark Road at Cow Pen Slough and terminating at the intersection of Lorraine Road and Fruitville Road in Sarasota County, Florida.

3. Peace River's easement rights, as described below, may be exercised by Peace River's agents, employees, representatives, licensees, invitees, or such other persons or entities as Peace River deems necessary. Those rights include the following:

a. Peace River shall have the perpetual right, privilege and easement for and to construct, install, operate, maintain, replace, inspect, test, repair, replace, relocate, remove, and upgrade the Waterline and/or Facilities, which Waterline and Facilities shall be used for the purpose of transporting water over, across, through and under the Easement Property.

b. Subject to the notice rights, Peace River shall have the right of ingress and egress from the Easement Property by means of the Easement Property and adjacent public or private roadways, easement or right-of-way owned or held by or lawfully available to Peace River, including and other property over which Peace River has access rights.

c. Peace River shall not unreasonably restrict ingress or egress to Owners' property abutting the Easement Property and shall use its best efforts to provide reasonable ingress and egress across the Easement Property for use of Owners. Notwithstanding the foregoing, Peace River shall be permitted to restrict ingress or egress to property abutting the Easement Property for safety purposes only in Peace River's reasonable discretion during periods of construction activity. Recognizing that the location of the ingress and egress across the Easement Property may change due to construction activities and safety issues during the terms of this Agreement, Owners shall contact Peace River to determine the location of the ingress and egress across the Easement Property prior to accessing the Easement Property during construction.

d. After completion of construction activity, Peace River will remove all construction equipment and unused materials. Subject to Peace River's rights hereunder and to the extent not inconsistent therewith, Peace River will restore the surface of all disturbed areas of the Easement Property to pre-construction elevations, contours, grades, and condition, as near as is reasonably practicable.

4. The parties agree that this Agreement is non-exclusive in nature.

5. As to the Permanent Easement, Owner(s) retains the right and may continue to use the Easement Property for any lawful purposes that does not interfere with Peace River's rights acquired hereunder and improvement of such facilities, provided however that Owner(s) shall neither impound water, construct nor permit to be constructed any building, structure or other improvement upon the Easement Property which interferes with the exercise by Peace River of the rights hereby conveyed, including ingress and egress from the Easement Property, and the safe operation of the Waterline. Owner(s) reserves the right to install, subject to the provisions of this Term Sheet, landscaping, roads, driveways, fences and underground utilities and other road paving installations as may be necessary for Owners' development and enjoyment of the remainder property. For safety and for the Peace River's operational purposes, the use of the surface and subsurface of the Easement Property by Owners shall be subject to the following terms, conditions and limitations.

a. Owners shall not enter upon or use the Easement Property while the Waterline and/or Facilities are being constructed, repaired, replaced or upgraded.

b. Owners shall not obstruct or restrict Peace River's use of the Easement Property in any manner during construction;

c. No excavation operations shall be undertaken within the Easement Property without five (5) days prior written notice to the Peace River and to the Florida Sunshine State One Call System or its successor;

d. Construction activities and operations by the Owners on and/or under the Easement Property shall be subject to the prior written approval of Peace River for such operations, which approval shall not be unreasonably withheld;

e. Construction, installation, operation and maintenance activities by the Owner on or across the Easement Property and/or use of the surface or subsurface of the Easement Property shall be in compliance with all applicable statutes, rules, regulations, ordinances and codes of any governmental agency or entity having jurisdiction over the Easement Property and/or the operations being conducted;

f. Installation and construction of any public or private utilities, including but not limited to, water, sewer, gas, electrical, fiber optic and/or telephone which impact or encroach on the Easement Property shall be subject to the following additional specific terms, conditions and limitations: (1) construction and installation of all subsurface utility pipe or cables which cross the Easement Property shall be constructed and installed so as to maintain a separate distance of not less than eighteen inches (18") or state-required minimum separation, whichever is greater, between such pipes and/or cables and Peace River's Waterline pipe, and (2) no utilities shall be installed above the Easement Property or between the surface of the property and the top of the Waterline pipe;

g. Installation and construction of any fences that impact or encroach on the Easement Property, after the initial construction of the Waterline, shall be subject to the following additional specific terms, conditions and limitations: (1) no fence posts for any fences crossing the Easement Property perpendicularly shall be installed closer than ten feet (10') on either side of Peace

River's Waterline pipe, and (2) any fences running parallel to the Easement Property shall be installed no closer than ten feet (10') from the Peace River's Waterline pipe;

h. Property Owner shall install a 16 foot removable section in any fence constructed at the north and south property line which shall be secured to the fencepost foundation by a steel pin and padlocked.

i. Upon completion of construction, Peace River shall gain access to the subject property by giving notice to the Property owner 24 hours in advance of the need for access by email and telephone contact to the following individual:

 Name of Contact

 Contact Email

 Contact Telephone

This post-construction access provision applies to all post construction access by Peace River. To the extent that this provision conflicts with any prior terms of this easement, this provision shall prevail. After the initial restoration, Peace River shall repair and replace to the extent practicable any improvements and/or landscaping impacted by any post-construction activities performed by or on behalf of Peace River to the conditions and quality that existed immediately prior to said impact.

In the event of an emergency and 24 hour advance notice is not possible, Peace River shall give notice to the above stated contact prior to removal of the padlocked and entry onto the property.

j. No construction of new canals, ditches or other open drainage facilities shall be constructed, nor use of explosives, intentional flooding or setting of fires shall be conducted, on or across the surface of the Easement Property without the prior written approval of Peace River;

k. Installation and construction of any public or private roads or streets that impact or encroach on the Easement Property shall be subject to the prior written approval of Peace River for such operations, which approval shall not be unreasonably withheld. Peace River shall have the right to utilize any road or street installed on or across the Easement Property as a means of ingress to, or egress from, the Easement Property and the use of the roads and/or streets constructed on or across the Easement Property shall be at the sole risk of the user;

l. Planting or installation of any trees and/or landscaping that impacts or encroaches on the Easement Property, after the initial construction of the Waterline and/or Facilities, shall be subject to the following specific additional terms, conditions and limitations: (1) any trees

or shrubbery shall be shallow rooted; and (2) no trees or shrubbery shall be planted any closer than ten feet (10') on either side of any Waterline or Facilities located on the Easement Property;

m. Peace River shall be responsible, at the sole cost and expense of the Peace River, for the repair and maintenance of the Waterline and the Facilities installed on or across the Easement Property and for the care and maintenance of the trees, shrubbery and other landscaping planted by Peace River on the Easement Property; and

n. Operations by others on the Easement Property shall not impair or interfere with the rights granted to Peace River and shall not require the relocation or lowering of the Waterline pipe, decrease the ground cover of the Waterline pipe or change the contour of the ground surface over the Easement Property.

6. Peace River agrees to provide Owners, either upon Owners' request or at Peace River's option, a prior written determination whether any particular exercise of the right to use the Easement Property by Owners does, or does not directly interfere with the safe and efficient exercise of Peace River's rights, which determination shall not be arbitrarily or unreasonably withheld, conditioned, or delayed.

7. Owners shall not grant an easement on the Easement Property to a third party without the prior written consent of the Peace River. Notwithstanding Owners may not grant an easement on the Easement Property to a third party which could, may or will negatively impact the Waterline and/or Facilities. Peace River may assign its rights acquired, in whole or in part, and Peace River shall have the right to operate the Waterline and/or Facilities for its own use or to lease, sell, or assigns any or all of the Waterline and Facilities or the rights thereto.

8. Grantor represents to Grantee that the Easement Property is not leased, rented or occupied by any lessee or tenant.

9. In the event of a dispute between the parties hereto relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paralegal fees and costs incurred from the date of the dispute through any appeals, bankruptcy proceeding or to collect or enforce any judgment.

10. The provisions of this Agreement shall run with the Easement Property and shall bind and inure to the benefit of the Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

11. The above recitals are true, correct and incorporated herein.

12. Grantor and Grantee each knowingly, voluntarily and intentionally waive any right to which either of them may have to a trial by jury with respect to any litigation or legal proceeding

based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement.

13. This Agreement incorporates and describes all of the grants, undertakings, conditions, and consideration of the parties with respect to the Agreement. Grantor, in executing and delivering this Agreement, represents that Grantor has authority to bind and execute this Agreement and have not relied upon any promises, inducements or representations of Grantee or its agents or employees, except as expressly set forth herein.

14. This Agreement may be executed in counterparts, all of which together shall constitute a single document.

## [SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement this	day of
, 2024.	

Signed, sealed and delivered	GRANTOR: CLG LEGACY PROPERTIES, LLC.
in the presence of:	
	By:
Printed Name:	As Its: Manager
	Printed Name: Ronald L. Chapman
	Address: 6841 Energy Court, Sarasota, FL 34240
Printed Name:	
<u> </u>	ACKNOWLEDGEMENT
STATE OF FLORIDA	
COUNTY OF	
	efore me this day of 2024, by c; or produced a drivers license issued by the Florida Department

of Motor Vehicles as identification; or produced the following as identification:

Notary Public

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

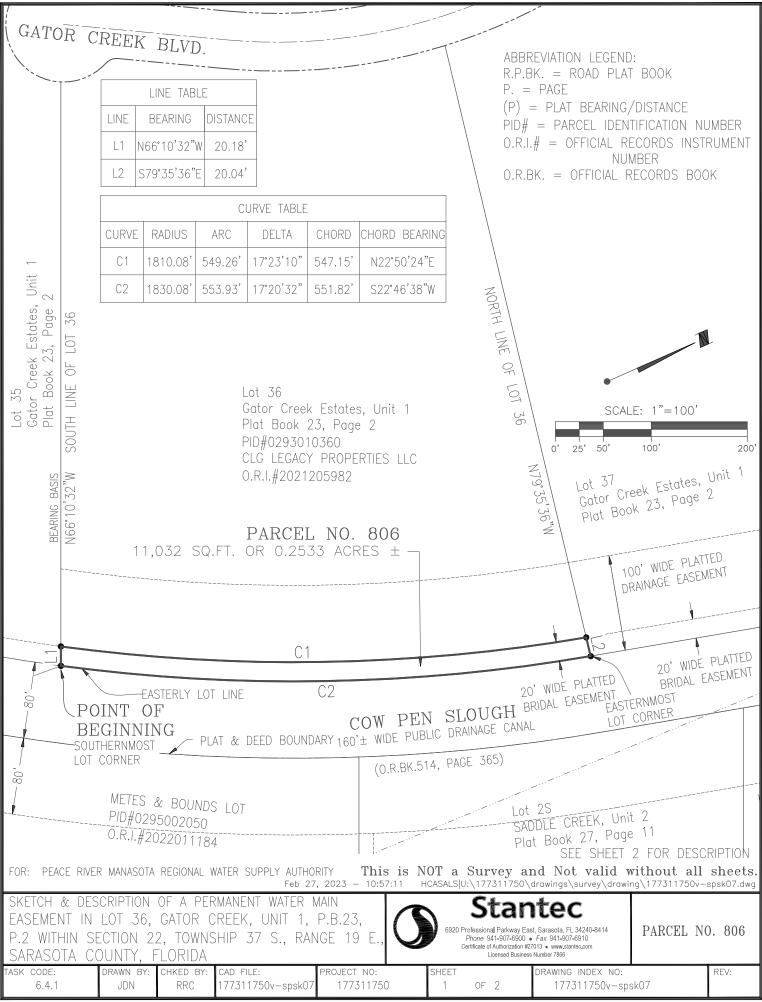
\_\_\_\_\_

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

My Commission No: \_\_\_\_\_

WITNESSES:	GRANTEE:						
	PEACE RIVER MANASOTA REGIONAL						
	WATER SUPPLY AUTHORITY, an interlocal						
Signature	governmental entity of the State of Florida						
By:	By:						
Printed Name:	Printed Name:						
	Address:						
Printed Name:							
ACK	NOWLEDGEMENT						
STATE OF FLORIDA							
COUNTY OF							
	me this day of 2024, by who is personally						
known to me; or produced a drivers licen	se issued by the Florida Department of Motor Vehicles as lowing as identification:						
	Notary Public						
	Printed Name:						
	My Commission Expires:						
	My Commission No:						
Approved to form and correctness:							
Douglas Manson, Esq., General Counsel							

## EXHIBIT 1



DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A 20' wide strip of land lying in Lot 36, Gator Creek Estates, Unit 1 as recorded in Plat Book 23, Page 2 in the Public Records of Sarasota County, Florida, Section 22, Township 37 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

BEGIN at the most southerly corner of said Lot 36, thence N.66°10'32"W., along said southerly line of Lot 36, a distance of 20.18 feet to the point of curvature of a non-tangent curve to the left, having a radius of 1,810.08 feet and a central angle of 17°23'10"; thence northeasterly along the arc of said curve, a distance of 549.26 feet, said curve having a chord bearing and distance of N.22°50'24"E., 547.15 feet, to a point on the northerly line of said Lot 36; thence S.79°35'36"E., along said northerly line of Lot 36, a distance of 20.04 feet to the most easterly corner of said Lot 36, also being the point of curvature of a non-tangent curve to the right, having a radius of 1,830.08 feet and a central angle of 17°20'32"; thence southwesterly along the arc of said curve, a distance of 553.93 feet, said curve having a chord bearing and distance of S.22°46'38"W., 551.82 feet feet to the POINT OF BEGINNING.

Said tract contains 11,032 square feet or 0.2533 acres, more or less.

NOTES: 1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND MAPPER. 2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE SOUTHERLY LINE OF LOT 36, GATOR CREEK ESTATES, UNIT 1, BEING N.86°10'32"W. 3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

R. CUNN CENS No. LS3924 STATE OF STATE OF CORING CORIN CORIN CORING CORING CORING CORING C

Digitally signed by Robert R Cunningham Date: 2023.03.09 06:59:19 -05'00'

Robert R. Cunningham, P.S.M. Florida Registration No. 3924 03/09/2023

Date of Signature

FOR: PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY This is NOT a Survey and Not valid without all sheets Feb 27, 2023 - 10:57:20 HCASALS U:\177311750\drawings\survey\drawing\177311750v-spsk07.dwg										
SKETCH & DESCRIPTION OF A PERMANENT WATER MAIN EASEMENT IN LOT 36, GATOR CREEK, UNIT 1, P.B.23, P.2 WITHIN SECTION 22, TOWNSHIP 37 S., RANGE 19 E., SARASOTA COUNTY, FLORIDA SARASOTA COUNTY, FLORIDA SARASOTA COUNTY, FLORIDA SARASOTA COUNTY, SARASOTA COUNTY, SA							). 806			
TASK CODE:	DRAWN BY:	CHKED BY:	CAD FILE:	PROJECT NO:		SHEET		DRAWING INDEX NO:		REV:
6.4.1	4.1 JDN RRC 177311750v-spsk07 17731175			)	2	OF 2	177311750v-sp	sk07		

This instrument prepared by and return to Steven R. Medendorp, Esq. Manson Bolves Donaldson & Tanner, P.A. 109 N. Brush Street, Suite 300 Tampa, FL 33602

Parcel #: 706

#### **EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT (the "Agreement"), is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by and between **CLG LEGACY PARTNERS, LLC,** a Florida limited liability company, ("Grantor"), whose address is 6841 Energy Ct., Sarasota, Florida 34240, to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an interlocal governmental entity of the State of Florida ("Peace River" or "Grantee"), whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

#### **RECITALS:**

WHEREAS, Grantee desires to construct, install, operate, maintain, replace, inspect, test, repair, relocate, replace, remove and upgrade an underground pipeline for the purpose of transporting water, over, across, through and under certain lands (the "Waterline"), along with the installation of below-ground pipes, and equipment (collectively the "Facilities"), to be located within the Easement Property (as defined below).

WHEREAS, Grantee has requested and Grantor has agreed to grant an exclusive temporary construction easement to Grantee on the Temporary Construction Property (as defined below), to construct and install the above-mentioned Waterline and Facilities on the terms set forth herein.

NOW, THEREFORE, in consideration of the above recitals, and the sum of Ten Dollars and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge by Grantor, the parties agree as follows:

1. To the extent applicable, the non-exclusive temporary construction easement interests and rights acquired by Peace River are described herein. The applicability of any particular estate shall be determined by those interests and rights over, above, across, through and under Owner(s)'s property located in Sarasota County, Florida and further described and depicted on Exhibit "1" attached hereto and for the purpose of constructing and installing the Waterline and Facilities over, above, across, through and under certain lands, which easement rights shall be extended to Peace River's agents, employees, licensees, or such other persons or entities as Peace River deems necessary (the "Easement Property").

2. Peace River, its successors and assigns, shall have the right, title and interest for an exclusive temporary construction easement and staging area over, above, across, through and under Owner's Easement Property (the "Temporary Construction Property"), for the purpose of constructing and installing the Waterline and Facilities over, above, across, through and under certain lands, which easement rights shall extend to Peace River's agents, employees, licensees or such other persons or entities as Peace River deems necessary.

3. Peace River's construction activities included, but are not limited to, providing vehicular, equipment, and pedestrian access to the Waterline as well as excavating, storing material and equipment, and removing vegetation, structures or fences on the Temporary Construction Property. Notwithstanding the foregoing, if Peace River removes any vegetation or structures from the Temporary Construction Property, Peace River shall permanently remove the dispose of same (if they are not otherwise reinstalled by Peace River), from the Temporary Construction Property. Any excavated materials, the volume of which is substituted by any pipeline and supporting fill material constructed on the Temporary Construction Property, that is not used within the Waterline shall also be permanently removed by Peace River from the Temporary Construction Property by the expiration of this Temporary Construction Easement. In addition:

a) Any area disturbed as a result of the installation of new pipe shall be cleared.

b) During construction activity, Peace River shall have the right to construct, relocate, maintain and replace fencing on the Temporary Construction Property. Any fencing that is not reinstalled shall be permanently removed by Peace River.

c) Any roadways damaged as a result of the delivery of materials and equipment, and hauling of material shall be the sole responsibility of Peace River to repair and/or restore to pre-existing roadway conditions, or better.

d) During construction activity, Peace River shall not unreasonably restrict ingress or egress to Owners' property abutting the Temporary Construction Property and shall use its best efforts to provide reasonable ingress and egress across the Temporary Construction Property for the use of Owners. Notwithstanding the foregoing, Peace River shall be permitted to restrict (but not deny), ingress and egress to property abutting the Temporary Construction Property for safety purposes only in Peace River's reasonable discretion during construction activity. Recognizing that the location of the ingress and egress across the Temporary Construction Property may change due to construction activities and safety issues during the term of this Temporary Construction Easement, Owners shall contact Peace River to determine the location of the ingress and egress across the Temporary Construction Property prior to accessing the Temporary Construction Property. e) After completion of construction activity, Peace River will remove all construction equipment and unused materials. Subject to Peace River's rights hereunder and to the extent not inconsistent therewith, Peace River will restore, as near as reasonably practicable, the surface of all disturbed areas of the Temporary Construction Property to pre-construction elevations, contours, grades, and condition, as the continued function and utility of the Temporary Construction Property.

4. The rights of Peace River shall cease and terminate, and all right, title and interest hereby conveyed shall revert to Owners or its successors and assigns, upon the earlier of: (i) two (2) years from the date of a signed agreement or order by this Court granting Peace River its easement rights; or (ii) the recording of a Certificate of Completion of the construction of the Waterline and Facilities by Peace River.

5. Owners retains the right and may continue to use the Temporary Construction Easement for any lawful purposes that do not directly interfere with Peace River's rights acquired hereunder.

6. Grantor represents to Grantee that the Easement Property is not leased, rented or occupied by any lessee or tenant.

7. In the event of a dispute between the parties hereto relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paralegal fees and costs incurred from the date of the dispute through any appeals, bankruptcy proceeding or to collect or enforce any judgment.

8. The provisions of this Agreement shall run with the Easement Property and shall bind and inure to the benefit of the Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

9. The above recitals are true, correct and incorporated herein.

10. Grantor and Grantee each knowingly, voluntarily and intentionally waive any right to which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement.

11. This Agreement incorporates and describes all of the grants, undertakings, conditions, and consideration of the parties with respect to the Agreement. Grantor, in executing and delivering this Agreement, represents that Grantor has authority to bind and execute this Agreement and has not relied upon any promises, inducements or representations of Grantee or its agents or employees, except as expressly set forth herein.

12. This Agreement may be executed in counterparts, all of which together shall constitute a single document.

## [SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered	<b>GRANTOR: CLG LEGACY PROPERTIES, LLC.</b>
in the presence of:	
	By:
Printed Name:	As Its: Manager
	Printed Name: Ronald L. Chapman
	Address: 6841 Energy Court, Sarasota, FL 34240
Printed Name:	
А	CKNOWLEDGEMENT
COUNTY OF	
, who is personally known to	fore me this day of 2024, by me; or produced a drivers license issued by the Florida
Department of Motor Vehicles as	identification; or produced the following as identification:

Notary Public

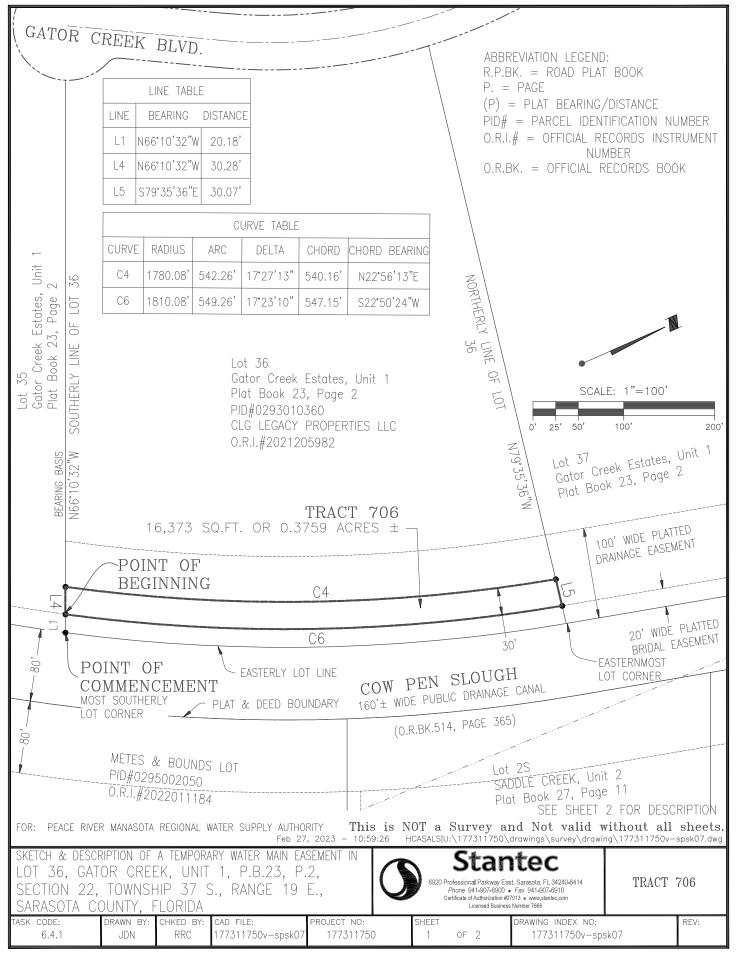
Printed Name: \_\_\_\_\_

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

My Commission No: \_\_\_\_\_

WITNESSES:	GRANTEE:
	PEACE RIVER MANASOTA REGIONAL
	WATER SUPPLY AUTHORITY, an interlocal
Signature	governmental entity of the State of Florida
By:	By:
Printed Name:	Printed Name:
	Address:
Printed Name:	
ACKNO	WLEDGEMENT
STATE OF FLORIDA	
COUNTY OF	_
The foregoing was acknowledged before me	e this day of 2024, by who is
personally known to me; or produced a driv	ers license issued by the Florida Department of Motor ollowing as identification:
	Notary Public
	Printed Name:
	My Commission Expires:
	My Commission No:
Approved to form and correctness:	
Douglas Manson, Esq., General Counsel	

# EXHIBIT 1



DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A 30' wide strip of land lying in Lot 36, Gator Creek Estates, Unit 1 as recorded in Plat Book 23, Page 2 in the Public Records of Sarasota County, Florida, Section 22, Township 37 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the most southerly corner of said Lot 36, thence N.66°10'32"W., along the southerly line of said Lot 36, a distance of 20.18 feet to the POINT OF BEGINNING; thence continue N.66°10'32"W., along said southerly line of Lot 36, a distance of 30.28 feet, said point being the point of curvature of a non-tangent curve to the left, having a radius of 1,780.08 feet and a central angle of 17°27'13"; thence northeasterly along the arc of said curve, a distance of 542.26 feet, said curve having a chord bearing and distance of N.22°56'13"E., 540.16 feet, to a point on the northerly line of said Lot 36; thence S.79°35'36"E., along said northerly lot line, a distance of 30.07 feet, said point being the point of curvature of a non-tangent curve to the right, having a radius of 1,810.08 feet and a central angle of 17°23'10"; thence southwesterly along the arc of said curve, a distance of 549.26 feet, said curve having a chord bearing and distance of S.22°50'24"W., 547.15 feet feet to the POINT OF BEGINNING.

Said tract contains 16,373 square feet or 0.3759 acres, more or less.

NOTES: 1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND MAPPER. 2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE SOUTHERLY LINE OF LOT 36, GATOR CREEK ESTATES, UNIT 1, BEING N.86'10'32"W. 3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

<sup>R</sup>·<sup>CUNN</sup> <sup>S</sup>·<sup>CEN</sup>S<sup>A</sup><sup>C</sup> <sup>S</sup>STATE OF <sup>S</sup>·<sup>CORIOF</sup> <sup>SOGI</sup>SURVEYOO</sup> Digita by Rol Cunni Date: 2 07:00:

Digitally signed by Robert R Cunningham Date: 2023.03.09 07:00:26 -05'00'

03/09/2023

Robert R. Cunningham, P.S.M. Florida Registration No. 3924 Date of Signature

FOR: PEACE RIVE	R MANASOTA	REGIONAL V	VATER SUPPLY AUTHO Feb 27					nd Not valid · drawings\survey\draw		
LOT 36, GAT	OR CREE	EK, UNIT HIP 37 S	RY WATER MAIN EA 1, P.B.23, P. S., RANGE 19	2.,	0		Stan Professional Parkway Ea Phone 941-907-6900 Certificate of Authorization # Licensed Busines	st, Sarasota, FL 34240-8414 • <i>Fax</i> 941-907-6910 27013 • www.stantec.com	TRACT	706
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