

MEETING OF THE DISTRICTS
Tuesday, July 05, 2022
9:30 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

DISTRICTS LIST

AVON PARK ESTATES S. B. D.	ORANGE VILLA MOBILE HOME ESTATES S. B. D.
BONNETT CREEK ACRES S. B. D.	PLACID LAKES S. B. D.
DESOTO CITY S. B. F. D.	PLACID LAKES S. B. F. D.
HICKORY HILLS S. B. D.	RED HILL FARMS IMPROVEMENT DISTRICT
HIGHLANDS PARK ESTATES S. B. D.	SEBRING ACRES S. B. D.
HIGHLANDS PARK S. B. F. D.	SEBRING COUNTRY ESTATES S. B. D.
HIGHWAY PARK S. B. D.	SEBRING HILLS S. B. D.
LAKE HAVEN ESTATES S. B. D.	SEBRING MANOR S. B. D.
LAKE PLACID S. B. F. D.	SOMERVILLE DOWNS S. B. D.
LEISURE LAKES S. B. F. D.	THUNDERBIRD ROAD WASTEWATER S. B. D.
LORIDA S. B. F. D.	VANTAGE POINTE II S. B. D.
ORANGE BLOSSOM ESTATES S. B. D.	VENUS SPECIAL B. F. D.
ORANGE BLOSSOM UNIT 12 S. B. D.	WEST SEBRING S. B. F. D.
ISTOKPOGA MARSH WATERSHED IMPROVEMENT DISTRICT	
SUN 'N LAKE ESTATES AND ACREAGE OF LAKE PLACID—S. B. D.	
SUN 'N LAKES OF LAKE PLACID RECREATION DISTRICT	
HIGHLANDS LAKES SPECIAL TAX DISTRICT	
COUNTYWIDE FIRE DISTRICT	
OAK MANOR AVENUE ROAD PAVING MUNICIPAL SERVICE BENEFIT DISTRICT	

1 MEETING CALLED TO ORDER

2 PRESENTATIONS:

3 PUBLIC COMMENT

4 CONSENT AGENDA

- 4.A *Request approval of the minutes from the June 7, 2022 Meeting of the Special Districts.*
[o60722SPC.pdf](#)

5 PUBLIC HEARING

6 ACTION AGENDA

- 6.A *Request Acceptance of eight (8) Easements for the construction and future maintenance of Istokpoga Marsh Watershed Improvement District Phase 2 Above Ground Impoundment and authorization to remit payment in the total amount of \$283,368.00 in exchange for the Easements.*

Sherry G. Sutphen, County Attorney
Jonathan Harrison, Road and Bridge Director
Dawn Ritter, Natural Resources Manager
[Turner_Perm Easement_Signed.pdf](#)
[Turner_Temp Easement_Signed.pdf](#)
[Driggers_Perm Easement_Signed.pdf](#)
[Driggers_Temp Easement_Signed.pdf](#)
[Triton_Perm Easement_Signed.pdf](#)
[Triton_Temp Easement_Signed.pdf](#)
[Temporary Easement.pdf](#)
[Permanent Easement.pdf](#)

7 ADJOURN

Any person who decides to appeal any decision made by the Board of Supervisors of any of the Special Districts of Highlands County, Florida, in a public hearing or quasi-judicial proceeding is hereby advised that he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record will include the testimony and evidence upon which such appeal is to be based.

The Board of Supervisors of the Special Districts in Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans With Disabilities Act or Section 286.26, Florida Statutes should contact the Highland County Human Resources Department, ADA Coordinator at: 863-402-6509 (voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made as soon as possible but no later than 48 hours in advance of a public meeting to permit coordination of the service.

Please note our new website address: www.highlandsfl.gov

Any invocation that may be offered before the official start of the meeting of the Board of Supervisors of the Special Districts of Highlands County shall be the voluntary offering of a private citizen. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by Highlands County, nor is Highlands County allowed by law to endorse the religious beliefs or views of any speaker.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: July 5, 2022

PRESENTER:

SUBJECT/TITLE: Request approval of the minutes from the June 7, 2022 Meeting of the Special Districts.

RECOMMENDED ACTION

Move approval of the minutes from the June 7, 2022 Meeting of the Special Districts.

Attachments: [060722SPC.pdf](#)

MEETING OF THE DISTRICTS, JUNE 7, 2022

1. The meeting was called to order at 10:14 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Kathleen G. Rapp
Commissioner Scott A. Kirouac

Commissioner Chris Campbell
Commissioner Arlene Tuck

Commissioner Kevin J. Roberts was absent from this meeting.

Also, present: Randy Vosburg, County Administrator; Laurie Hurner, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Maria Brenes, Deputy Clerk.

2. PRESENTATIONS

No presentations.

3. PUBLIC COMMENT

No participants.

4. CONSENT AGENDA

Commissioner Campbell moved approval of the consent agenda. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

- A. Request approval of the minutes from the April 5, 2022, April 19, 2022, and May 3, 2022, Meetings of the Special Districts. See Clerk of Courts website.**

5. PUBLIC HEARING

No public hearings.

6. ACTION AGENDA

Commissioner Campbell moved approval of the action agenda as amended. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

7. ADDENDUM

- A. Request authorization to encumber funds of the Istokpoga Marsh Watershed Improvement District for the purpose of purchasing the necessary easements for the Phase 2 Above Ground Impoundment and authorize disbursement of a portion of such funds with instructions to the law firm of Shutts & Bowen, LLP, c/o Tirso M. Carreja, Jr., as Escrow Agent for Lykes Bros, Inc.**

Sherry Sutphen, County Attorney, presented the request.

Commissioner Tuck moved to approve authorization to encumber funds of the Istokpoga Marsh Watershed Improvement District for the purpose of purchasing the necessary easements for the Phase 2 Above Ground Impoundment and authorize disbursement of \$47,292.00, with instructions to the law firm of Shutts & Bowen, LLP, c/o Tirso M. Carreja, Jr., as Escrow Agent for Lykes Bros, Inc. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 148 Page 22.**

8. ADJOURN

Commissioner Kirouac moved to adjourn the Meeting of the Districts. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

The meeting was adjourned at 10:22 a.m.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: July 5, 2022

PRESENTER: Sherry G. Sutphen, County Attorney
Jonathan Harrison, Road and Bridge Director
Dawn Ritter, Natural Resources Manager

SUBJECT/TITLE: Request Acceptance of eight (8) Easements for the construction and future maintenance of Istokpoga Marsh Watershed Improvement District Phase 2 Above Ground Impoundment and authorization to remit payment in the total amount of \$283,368.00 in exchange for the Easements.

STATEMENT OF ISSUE

As instructed at the by the Board of Supervisors at its meeting on December 7, 2021, correspondence was sent to Eugene H. Turner, Trustee, and Phillip W. Turner, Trustee, of the Phillip W. Turner Revocable Trust, Mary Helen Driggers as Trustee of the Mary Helen Driggers as Trustee of the Mary Helen Driggers Revocable Trust, Triton Farms, LLC., and Lykes Bros. Inc., seeking to purchase a Temporary Easement and a Permanent Easement (attached) for the purpose of construction and future maintenance of Istokpoga Marsh Watershed Improvement District Phase 2 Above Ground Impoundment. The total purchase price of \$283,368.00 as set forth below, is based on an average of area property sales information contained in the public records of Highlands County, Florida, and based on the fact that we were attempting to avoid eminent domain and the attendant costs associated therewith (such as legal fees and expert fees).

RECOMMENDED ACTION

Move approval to accept the Temporary Construction Easements and Permanent Easements from Eugene H. Turner, Trustee, and Phillip W. Turner, Trustee, of the Phillip W. Turner Revocable Trust, Mary Helen Driggers as Trustee of the Mary Helen Driggers as Trustee of the Mary Helen Driggers Revocable Trust, Triton Farms, LLC., and Lykes Bros, Inc., for the construction and future maintenance of Istokpoga Marsh Watershed Improvement District Phase 2 Above Ground Impoundment and authorization to remit payment in the total amount of \$283,368.00, in exchange for the Easements.

Attachments: [Turner_Perm Easement_Signed.pdf](#)
[Turner_Temp Easement_Signed.pdf](#)
[Driggers_Perm Easement_Signed.pdf](#)

Driggers_Temp Easement_Signed.pdf
Triton_Perm Easement_Signed.pdf
Triton_Temp Easement_Signed.pdf
Temporary Easeemnt.pdf
Permanent Easement.pdf

Prepared by and return to:
Sherry G. Sutphen, County Attorney
Highlands County
600 N. Commerce Avenue
Sebring, Florida 33870

PERMANENT EASEMENT

THIS EASEMENT granted by Eugene H. Turner, as the Trustee AND Phillip W. Turner, as the Trustee of the Philip W. Turner Revocable Trust dated August 12, 1992, whose address is 1999 NE Livingston Street, Arcadia, Florida 34266, hereinafter collectively referred to as "GRANTOR," unto the **Istokpoga Marsh Watershed Improvement District c/o Highlands County, a political subdivision of the State of Florida**, 600 N. Commerce Avenue, Sebring, Florida, 33870, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, the GRANTOR is the owner of that certain property more particularly described in **Exhibit "A"**, attached hereto and made a binding part hereof; and

WHEREAS, the COUNTY has demonstrated a need for a permanent easement over the property described in **Exhibit "A,"** (Easement Area) attached hereto.

NOW, THEREFORE, in consideration of the sum of ten dollars and 0/100 (\$10.00) and the mutual advantages inuring each party to the other, GRANTOR does hereby grant, bargain, sell and convey to the COUNTY a non-exclusive permanent easement for drainage and drainage related purposes together with the right, privilege and authority to install, construct, locate, lay, operate, maintain, inspect, alter, improve, augment, remove, repair, rebuild and/or replace access roadway improvements and/or accessories, drainage equipment, drainage improvements and related facilities, that the COUNTY, in its sole discretion, deems necessary, desirable and/or appropriate in order to ensure the proper maintenance of its facilities, improvements and use of the Easement Area; and, for any and all other purposes of the COUNTY, consistent herewith, and/or the right of ingress and egress, over, across and beneath the real property described in **Exhibit "A"**.

IN ADDITION, the rights granted to the COUNTY by the GRANTOR specifically include: (a) the right to cut, clear and remove from the Easement Area, any trees, limbs, undergrowth or other physical objects or obstructions which, in the judgment of the COUNTY, may endanger or interfere with the safe and efficient installation use, operation or maintenance of the facilities located in the Easement Area; (b) the right to remove at any type of fencing, landscaping or any other structure of any type placed in or impeding the Easement Area; and (c) the right to do anything necessary, useful or convenient for the full enjoyment of the rights granted herein. Any impediments placed in the Easement Area by the GRANTOR are at the risk of the GRANTOR.

PROVIDED, HOWEVER, any construction or other work associated with the installation, use, maintenance, repair or replacement of the COUNTY's equipment and/or structures in the Easement Area shall not unreasonably interfere with the retained ownership rights of GRANTOR in the Easement Area.

RESERVING, HOWEVER unto the GRANTOR, the right and privilege at any time, and from time to time, to grant easements, licenses and privileges to any person, firm, corporation or other entity, over, under and upon said Easement Area, for any purpose or use that will not unreasonably interfere with the normal operation or maintenance of the COUNTY's facilities.

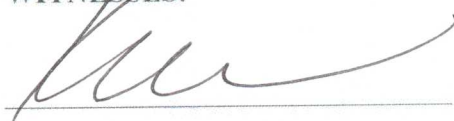
TO HAVE AND TO HOLD said easement and right of entry unto Istokpoga Marsh Watershed Improvement District c/o Highlands County, a political subdivision of the State of Florida, and its successors and assigns, forever.

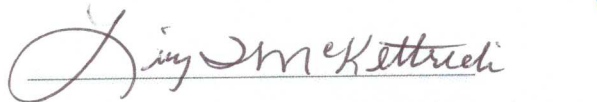
GRANTOR does hereby covenant with the COUNTY that it is lawfully seized and possessed to the real property above described, that it has good and lawful right to convey the same, or any part thereof, and that it is free of all encumbrances and that to the best of GRANTOR's knowledge there are no hazardous substances contaminating the Easement Area, or that area immediately surrounding the Easement Area, which is owned and/or controlled by the GRANTOR.

The terms, covenants and conditions set forth in this Easement shall run with the land described herein and shall benefit and bind the parties hereto, and any successor owner of all or any portion of the subject real property.

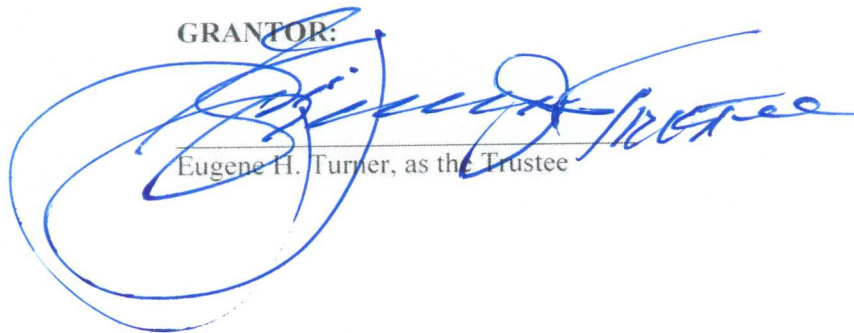
**THIS INSTRUMENT IS INTENDED FOR OFFICIAL USE BY THE COUNTY AND
IS NOT INTENDED FOR THE PUBLIC TO ACCESS PRIVATE PROPERTY**

WITNESSES:


Print: Kathy Walker


Print: Libby T. McKettrick

GRANTOR:


Eugene H. Turner, as the Trustee

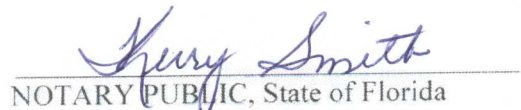
STATE OF FLORIDA

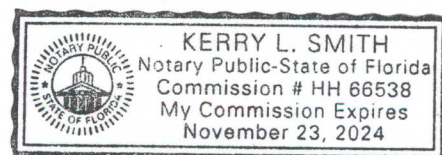
COUNTY OF Desoto

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Eugene H. Turner, who personally swore or affirmed that he/she is authorized to execute this Easement and who is personally known to me or who produced as identification, and who did/did not take an oath this

31st day of December, 2021.

(stamp)


NOTARY PUBLIC, State of Florida



WITNESSES:

Kerry Smith
Print: Kerry Smith

Libby T. McKethrick
Print: Libby T. McKethrick

GRANTOR:

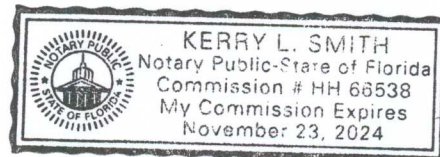
Phillip W. Turner
Phillip W. Turner, as the Trustee of the
Phillip W. Turner Revocable Trust dated
August 12, 1992

STATE OF FLORIDA
COUNTY OF Desoto

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Phillip W. Turner, who personally swore or affirmed that he/she is authorized to execute this Easement and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 31st day of December, 2021.

(stamp)

Kerry Smith
NOTARY PUBLIC, State of Florida



The real property interest granted by this instrument is hereby accepted by Istokpoga Marsh Watershed Improvement District c/o Highlands County, a political subdivision of the State of Florida, this ____ day of _____, 202__.

**ISTOKPOGA MARSH WATERSHED
IMPROVEMENT DISTRICT C/O
HIGHLANDS COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA**

Kathleen A. Rapp, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

EXHIBIT "A"

(Parcel 2)

An Easement for Drainage, Maintenance, Ingress & Egress, over and across the east 75.00 feet of the south 595.83 feet of "Parcel A" and over and across the east 75.00 feet of "Parcel "B", both parcels being described in that instrument recorded in Official Records Book 1211, Page 48, and re-recorded in Official Records Book 1212, Page 1095 of the Public Records of Highlands County, Florida, lying in Section 6, Township 37 South, Range 31 East, Highlands County, Florida. Easement contains 4.735 acres, more or less.

Prepared by and return to:
Sherry G. Sutphen, County Attorney
Highlands County
600 N. Commerce Avenue
Sebring, Florida 33870

TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT granted by the Eugene H. Turner, as the Trustee AND Phillip W. Turner, as the Trustee of the Philip W. Turner Revocable Trust dated August 12, 1992, whose address is 1999 NE Livingston Street, Arcadia, Florida 34266, hereinafter referred to as "GRANTOR", to the **Istokpoga Marsh Watershed Improvement District c/o Highlands County, a political subdivision of the State of Florida**, 600 N. Commerce Avenue, Sebring, Florida, 33870, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, GRANTOR is the fee simple owner of that real property more particularly described in **Exhibit "A"**, attached hereto and made a binding part hereof by this reference (Property); and

WHEREAS, the COUNTY has determined that it is in need of a temporary easement for the purpose of equipment and material staging and project construction and has included same in its construction plans for the Istokpoga Marsh Watershed Improvement District Above Ground Impoundment Project (Project); and

WHEREAS, GRANTOR has agreed to grant the COUNTY a temporary easement for equipment and material staging, relocation of a pump station, reconstruction of the structure around the pump station and for Project construction purposes.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual advantages inuring each party to the other and other good and valuable consideration, the sufficiency of which is hereby acknowledged, GRANTOR does hereby grant to the COUNTY a temporary easement and the right of ingress and egress over, across and beneath the real property described in **Exhibit "A"** attached hereto.

TO HAVE AND TO HOLD said temporary easement and right of entry unto the COUNTY, and its successors and assigns, for the purpose of equipment and material staging, relocation of a pump station, reconstruction of the structure around the pump station and for Project construction.

GRANTOR does hereby covenant with the COUNTY that it is lawfully seized and possessed of to the real property above described, that it has good and lawful right to convey the same, or any part thereof, that the subject property is free of all encumbrances, and that to the best of its knowledge there are no hazardous substances contaminating the easement area or that area immediately surrounding the easement area which is owned and/or controlled by the GRANTOR.

Once the Istokpoga Marsh Watershed Improvement District Above Ground Impoundment Project has been fully constructed on the property described in **Exhibit "A"**, or five (5) years from the date of execution of this Easement, whichever date occurs first, this Temporary Easement shall

terminate, with all equipment and spoil material of any kind removed from the Property and the Property restored, as necessary, to its original condition prior to the Project. Such restoration activities will be completed by the COUNTY prior to the termination of this Temporary Easement.

**THIS TEMPORARY EASEMENT IS INTENDED FOR OFFICIAL USE BY
THE COUNTY RELATED TO THE PROJECT AND IS NOT INTENDED
TO PROVIDE PUBLIC ACCESS TO PRIVATE PROPERTY.**

IN WITNESS WHEREOF, said GRANTOR has caused these presents to be duly executed this 31 day of December, 2021.

WITNESSES:

[Signature]
Print: Kathy Walker

[Signature]
Print: Libby T. McKeltrick

GRANTOR:

[Signature]
Eugene H. Turner, as the Trustee

STATE OF FLORIDA

COUNTY OF Desoto

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Eugene H. Turner, who personally swore or affirmed that he/she is authorized to execute this Easement and who is personally known to me or who produced as identification, and who did/did not take an oath this

31 day of December, 2021.

(stamp)

[Signature]
NOTARY PUBLIC, State of Florida



WITNESSES:

Kerry Smith

Print: Kerry Smith

Libby T. McKettrick

Print: Libby T. McKettrick

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Phillip W. Turner, who personally swore or affirmed that he/she is authorized to execute this Easement and who is personally known to me or who produced as identification, and who did/did not take an oath this

31 day of December, 2021.

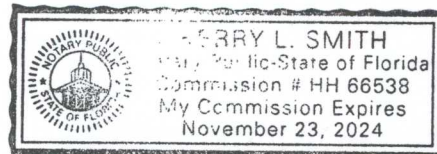
(stamp)

GRANTOR:

Phillip W. Turner

Phillip W. Turner, as the Trustee of the
Phillip W. Turner Revocable Trust dated
August 12, 1992

Kerry Smith
NOTARY PUBLIC, State of Florida



The real property interest granted by this instrument is hereby accepted by Istokpoga Marsh Watershed Improvement District c/o Highlands County, a political subdivision of the State of Florida, this ____ day of _____, 202__.

**ISTOKPOGA MARSH WATERSHED
IMPROVEMENT DISTRICT C/O
HIGHLANDS COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA**

Kathleen A. Rapp, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

EXHIBIT "A"

Easement #9

A Temporary Construction Easement over and across the west 30.0 feet of the east 105.0 feet of "Parcel "B", being described in that instrument recorded in Official Records Book 1211, Page 48, and re-recorded in Official Records Book 1212, Page 1095 of the Public Records of Highlands County, Florida, lying in Section 6, Township 37 South, Range 31 East, Highlands County, Florida. Easement contains 1.484 acres, more or less.

Easement #10

A Temporary Construction Easement over and across the east 105.0 feet of the south 635.83 feet of "Parcel "A", LESS the east 75.0 feet of the south 595.83 feet thereof, said "Parcel A" being described in that instrument recorded in Official Records Book 1211, Page 48, and re-recorded in Official Records Book 1212, Page 1095 of the Public Records of Highlands County, Florida, lying in Section 6, Township 37 South, Range 31 East, Highlands County, Florida. Easement contains 0.507 acres, more or less.

Easement #11

A Temporary Construction Easement over and across the east 45.0 feet of "Parcel A", LESS the south 635.83 feet thereof, said "Parcel A" being described in that instrument recorded in Official Records Book 1211, Page 48, and re-recorded in Official Records Book 1212, Page 1095 of the Public Records of Highlands County, Florida, lying in Section 6, Township 37 South, Range 31 East, Highlands County, Florida. Easement contains 0.811 acres, more or less.

Prepared by and return to:
Sherry G. Sutphen, County Attorney
Highlands County
600 N. Commerce Avenue
Sebring, Florida 33870

PERMANENT EASEMENT

THIS EASEMENT granted by Mary Helen Driggers as Trustee of the Mary Helen Driggers as Trustee of the Mary Helen Driggers Revocable Trust dated January 25, 1991, whose address is P.O. Box 543, Lake Placid, Florida 33862, hereinafter collectively referred to as "GRANTOR," unto the **Istokpoga Marsh Watershed Improvement District c/o Highlands County, a political subdivision of the State of Florida**, 600 N. Commerce Avenue, Sebring, Florida, 33870, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, the GRANTOR is the owner of that certain property more particularly described in **Exhibit "A"**, attached hereto and made a binding part hereof; and

WHEREAS, the COUNTY has demonstrated a need for a permanent easement over the property described in **Exhibit "A,"** (Easement Area) attached hereto.

NOW, THEREFORE, in consideration of the sum of ten dollars and 0/100 (\$10.00) and the mutual advantages inuring each party to the other, GRANTOR does hereby grant, bargain, sell and convey to the COUNTY a non-exclusive permanent easement for drainage and drainage related purposes together with the right, privilege and authority to install, construct, locate, lay, operate, maintain, inspect, alter, improve, augment, remove, repair, rebuild and/or replace access roadway improvements and/or accessories, drainage equipment, drainage improvements and related facilities, that the COUNTY, in its sole discretion, deems necessary, desirable and/or appropriate in order to ensure the proper maintenance of its facilities, improvements and use of the Easement Area; and, for any and all other purposes of the COUNTY, consistent herewith, and/or the right of ingress and egress, over, across and beneath the real property described in **Exhibit "A"**.

IN ADDITION, the rights granted to the COUNTY by the GRANTOR specifically include: (a) the right to cut, clear and remove from the Easement Area, any trees, limbs, undergrowth or other physical objects or obstructions which, in the judgment of the COUNTY, may endanger or interfere with the safe and efficient installation use, operation or maintenance of the facilities located in the Easement Area; (b) the right to remove at any type of fencing, landscaping or any other structure of any type placed in or impeding the Easement Area; and (c) the right to do anything necessary, useful or convenient for the full enjoyment of the rights granted herein. Any impediments placed in the Easement Area by the GRANTOR are at the risk of the GRANTOR.

PROVIDED, HOWEVER, any construction or other work associated with the installation, use, maintenance, repair or replacement of the COUNTY's equipment and/or structures in the Easement Area shall not unreasonably interfere with the retained ownership rights of GRANTOR in the Easement Area.

RESERVING, HOWEVER unto the GRANTOR, the right and privilege at any time, and from time to time, to grant easements, licenses and privileges to any person, firm, corporation or other entity, over, under and upon said Easement Area, for any purpose or use that will not unreasonably interfere with the normal operation or maintenance of the COUNTY's facilities.

TO HAVE AND TO HOLD said easement and right of entry unto Istokpoga Marsh Watershed Improvement District c/o Highlands County, a political subdivision of the State of Florida, and its successors and assigns, forever.

GRANTOR does hereby covenant with the COUNTY that it is lawfully seized and possessed to the real property above described, that it has good and lawful right to convey the same, or any part thereof, and that it is free of all encumbrances and that to the best of GRANTOR's knowledge there are no hazardous substances contaminating the Easement Area, or that area immediately surrounding the Easement Area, which is owned and/or controlled by the GRANTOR.

The terms, covenants and conditions set forth in this Easement shall run with the land described herein and shall benefit and bind the parties hereto, and any successor owner of all or any portion of the subject real property.

**THIS INSTRUMENT IS INTENDED FOR OFFICIAL USE BY THE COUNTY AND
IS NOT INTENDED FOR THE PUBLIC TO ACCESS PRIVATE PROPERTY**

WITNESSES:

GRANTOR:

Frank P. Lott
Print: FRANK P. LOTT

Mary Helen Driggers
Mary Helen Driggers as Trustee of the
Mary Helen Driggers Revocable Trust
dated January 25, 1991

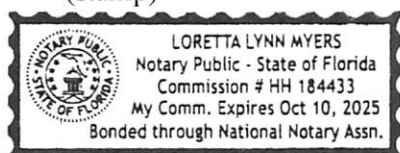
Jill A. Lott
Print: JILL A. LOTT

**STATE OF FLORIDA
COUNTY OF**

Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Mary Helen Driggers, who personally swore or affirmed that he/she is authorized to execute this Easement and who is personally known to me or who produced

FL Drivers License (valid)
11th day of March, 2021. 2022 fw
D626-588-30-846-0
(stamp)



Loretta Lynn Myers
NOTARY PUBLIC, State of Florida

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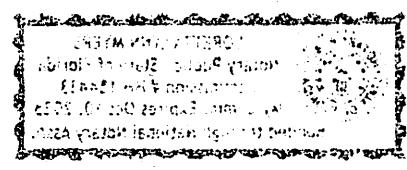
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The real property interest granted by this instrument is hereby accepted by Istokpoga Marsh Watershed Improvement District c/o Highlands County, a political subdivision of the State of Florida, this ____ day of _____, 202__.

**ISTOKPOGA MARSH WATERSHED
IMPROVEMENT DISTRICT C/O
HIGHLANDS COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA**

Kathleen A. Rapp, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

EXHIBIT "A"
(Parcels 3 and 5)

Parcel 3

An Easement for Drainage, Maintenance, Ingress & Egress purposes, over and across the south 110.00 feet of the northwest quarter of Section 5, Township 37 South, Range 31 East, Highlands County, Florida, LESS and EXCEPT the east 100 feet thereof, and LESS and EXCEPT the following described parcel:

Commence at the southwest corner of the northwest quarter of Section 5, Township 37 South, Range 31 East, Highlands County, Florida, thence North 00°09'43" West, along the west boundary of said northwest quarter, 75.69 feet to the Point of Beginning (said point being 3778.99 feet south of the northeast corner of said Section 5); thence North 89°21'16" East, a distance of 1398.50 feet; thence North 01°32'47" West, a distance of 29.40 feet to a point lying 110.00 feet north of the south boundary of said northwest quarter; thence South 89°33'20" West, parallel with and 110.0 feet north of said south boundary; 1397.74 feet to said west boundary of the northwest quarter; thence South 00°09'43" East, along said west boundary, 34.31 feet, returning to the Point of Beginning. Easement contains 5.378 acres, more or less.

Parcel 5

An Easement for Ingress & Egress purposes, over and across the south 120.00 feet of the north 220.0 feet of the west 160.00 feet of the east 220.0 feet of the northeast quarter of Section 5, Township 37 South, Range 31 East, Highlands County, Florida. Easement contains 0.441 acres, more or less.

Prepared by and return to:
Sherry G. Sutphen, County Attorney
Highlands County
600 N. Commerce Avenue
Sebring, Florida 33870

TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT granted by Mary Helen Driggers as Trustee of the Mary Helen Driggers as Trustee of the Mary Helen Driggers Revocable Trust dated January 25, 1991, whose address is P.O. Box 543, Lake Placid, Florida 33862, hereinafter referred to as "GRANTOR", to the **Istokpoga Marsh Watershed Improvement District c/o Highlands County, a political subdivision of the State of Florida**, 600 N. Commerce Avenue, Sebring, Florida, 33870, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, GRANTOR is the fee simple owner of that real property more particularly described in **Exhibit "A"**, attached hereto and made a binding part hereof by this reference (Property); and

WHEREAS, the COUNTY has determined that it is in need of a temporary easement for the purpose of equipment and material staging and project construction and has included same in its construction plans for the Istokpoga Marsh Watershed Improvement District Above Ground Impoundment Project (Project); and

WHEREAS, GRANTOR has agreed to grant the COUNTY a temporary easement for equipment and material staging and for Project construction purposes.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual advantages inuring each party to the other and other good and valuable consideration, the sufficiency of which is hereby acknowledged, GRANTOR does hereby grant to the COUNTY a temporary easement and the right of ingress and egress over, across and beneath the real property described in **Exhibit "A"** attached hereto.

TO HAVE AND TO HOLD said temporary easement and right of entry unto the COUNTY, and its successors and assigns, for the purpose of equipment and material staging and for Project construction.

GRANTOR does hereby covenant with the COUNTY that it is lawfully seized and possessed of to the real property above described, that it has good and lawful right to convey the same, or any part thereof, that the subject property is free of all encumbrances, and that to the best of its knowledge there are no hazardous substances contaminating the easement area or that area immediately surrounding the easement area which is owned and/or controlled by the GRANTOR.

Once the Istokpoga Marsh Watershed Improvement District Above Ground Impoundment Project has been fully constructed on the property described in **Exhibit "A"**, or five (5) years from the date of execution of this Easement, whichever date occurs first, this Temporary Easement shall terminate, with all equipment and spoil material of any kind removed from the Property and the Property

restored, as necessary, to its original condition prior to the Project. Such restoration activities will be completed by the COUNTY prior to the termination of this Temporary Easement.

**THIS TEMPORARY EASEMENT IS INTENDED FOR OFFICIAL USE BY
THE COUNTY RELATED TO THE PROJECT AND IS NOT INTENDED
TO PROVIDE PUBLIC ACCESS TO PRIVATE PROPERTY.**

11th IN WITNESS WHEREOF, said GRANTOR has caused these presents to be duly executed this
day of March, 2021. 2022 fm

WITNESSES:

Frank P. Lott
Print: FRANK P. LOTT

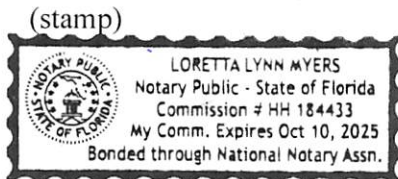
Jill D. Lott
Print: JILL D. LOTT

GRANTOR:

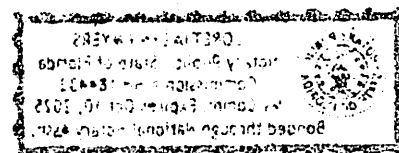
Mary Helen Driggers
Mary Helen Driggers as Trustee of the Mary
Helen Driggers Revocable Trust dated
January 25, 1991

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or []
online notarization of Mary Helen Driggers, who personally swore or affirmed that he/she is authorized
to execute this Easement and who is personally known to me or who produced
Valid Florida Drivers License as identification, and who did did not take an oath this
11th day of March, 2021. 2022 fm
D626-588-30-846-0



Loretta Lynn Myers
NOTARY PUBLIC, State of Florida



The real property interest granted by this instrument is hereby accepted by Istokpoga Marsh Watershed Improvement District c/o Highlands County, a political subdivision of the State of Florida, this ____ day of _____, 202__.

**ISTOKPOGA MARSH WATERSHED
IMPROVEMENT DISTRICT C/O
HIGHLANDS COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA**

Kathleen A. Rapp, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

EXHIBIT "A"
(Parcels 13 and 14)

Parcel 13

A Temporary Construction Easement over and across the north 40.0 feet of the south 150.0 feet of the east 1241.94 feet of the northwest quarter of Section 5, Township 37 South, Range 31 East, Highlands County, Florida. Easement contains 1.140 acres, more or less.

Parcel 14

A Temporary Construction Easement over and across the north 40.0 feet of the south 150.0 feet of the northeast quarter of Section 5, Township 37 South, Range 31 East, Highlands County, Florida. Easement contains 2.602 acres, more or less.

Prepared by and return to:
 Sherry G. Sutphen, County Attorney
 Highlands County
 600 N. Commerce Avenue
 Sebring, Florida 33870

PERMANENT EASEMENT

THIS EASEMENT granted by Triton Farms, LLC, whose address is 3109 Juniper Lane, Davie, Florida 33330, hereinafter collectively referred to as "GRANTOR," unto the **Istokpoga Marsh Watershed Improvement District c/o Highlands County, a political subdivision of the State of Florida**, 600 N. Commerce Avenue, Sebring, Florida, 33870, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, the GRANTOR is the owner of that certain property more particularly described in **Exhibit "A"**, attached hereto and made a binding part hereof; and

WHEREAS, the COUNTY has demonstrated a need for a permanent easement over the property described in **Exhibit "A,"** (Easement Area) attached hereto.

NOW, THEREFORE, in consideration of the sum of ten dollars and 0/100 (\$10.00) and the mutual advantages inuring each party to the other, GRANTOR does hereby grant, bargain, sell and convey to the COUNTY a non-exclusive permanent easement for drainage and drainage related purposes together with the right, privilege and authority to install, construct, locate, lay, operate, maintain, inspect, alter, improve, augment, remove, repair, rebuild and/or replace access roadway improvements and/or accessories, drainage equipment, drainage improvements and related facilities, that the COUNTY, in its sole discretion, deems necessary, desirable and/or appropriate in order to ensure the proper maintenance of its facilities, improvements and use of the Easement Area; and, for any and all other purposes of the COUNTY, consistent herewith, and/or the right of ingress and egress, over, across and beneath the real property described in **Exhibit "A"**.

IN ADDITION, the rights granted to the COUNTY by the GRANTOR specifically include: (a) the right to cut, clear and remove from the Easement Area, any trees, limbs, undergrowth or other physical objects or obstructions which, in the judgment of the COUNTY, may endanger or interfere with the safe and efficient installation use, operation or maintenance of the facilities located in the Easement Area; (b) the right to remove at any type of fencing, landscaping or any other structure of any type placed in or impeding the Easement Area; and (c) the right to do anything necessary, useful or convenient for the full enjoyment of the rights granted herein. Any impediments placed in the Easement Area by the GRANTOR are at the risk of the GRANTOR.

PROVIDED, HOWEVER, any construction or other work associated with the installation, use, maintenance, repair or replacement of the COUNTY's equipment and/or structures in the Easement Area shall not unreasonably interfere with the retained ownership rights of GRANTOR in the Easement Area.

RESERVING, HOWEVER unto the GRANTOR, the right and privilege at any time, and from time to time, to grant easements, licenses and privileges to any person, firm, corporation or other entity, over, under and upon said Easement Area, for any purpose or use that will not unreasonably interfere with the normal operation or maintenance of the COUNTY's facilities.

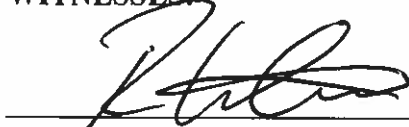
TO HAVE AND TO HOLD said easement and right of entry unto Istokpoga Marsh Watershed Improvement District c/o Highlands County, a political subdivision of the State of Florida, and its successors and assigns, forever.

GRANTOR does hereby covenant with the COUNTY that it is lawfully seized and possessed to the real property above described, that it has good and lawful right to convey the same, or any part thereof, and that it is free of all encumbrances and that to the best of GRANTOR's knowledge there are no hazardous substances contaminating the Easement Area, or that area immediately surrounding the Easement Area, which is owned and/or controlled by the GRANTOR.

The terms, covenants and conditions set forth in this Easement shall run with the land described herein and shall benefit and bind the parties hereto, and any successor owner of all or any portion of the subject real property.

**THIS INSTRUMENT IS INTENDED FOR OFFICIAL USE BY THE COUNTY AND
IS NOT INTENDED FOR THE PUBLIC TO ACCESS PRIVATE PROPERTY**

WITNESSES:


Print: Roy O. Whitehurst - IG


Print: Scott A. Kirouac

GRANTOR:

By: 
Ruben Vidal, Manager

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Ruben Vidal, as Manager of Triton Farms, LLC, who personally swore or affirmed that he/she is authorized to execute this Easement and thereby bind the corporation, and who is personally known to me or who produced FL Drivers License as identification, and who did/did not take an oath this 25 day of March, 2022.

(stamp)



SCOTTA. KIROUAC
Commission # HH 111014
Expires April 6, 2025
Bonded Thru Budget Notary Services


NOTARY PUBLIC, State of Florida

WITNESSES:

Frank Youngman
 Print: Frank Youngman

Scott A. Kirovack
 Print: Scott A. Kirovack

GRANTOR:

By: MD
 Maite De La Rosa, Manager

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization of Maite De La Rosa, as Manager of Triton Farms, LLC, who personally swore or affirmed that he/she is authorized to execute this Easement and thereby bind the corporation, and who is personally known to me or who produced FL Drivers License as identification, and who did/did not take an oath this 1 day of April, 2022.

(stamp)



SCOTT A. KIROVACK
 Commission # HH 111014
 Expires April 6, 2025
 Bonded Thru Budget Notary Services

Scott A. Kirovack
 NOTARY PUBLIC, State of Florida

EXHIBIT "A"
(Parcel 4)

An Easement for Drainage, Maintenance, Ingress & Egress Purposes, over and across a portion of the northwest quarter of Section 5, Township 37 South, Range 31 East, Highlands County, Florida, being more particularly described as follows:

Commence at the southwest corner of the northwest quarter of said Section 5, thence North 00°09'43" West, along the west boundary of said northwest quarter, 75.69 feet to the Point of Beginning (said point being 3778.99 feet south of the northeast corner of said Section 5); thence North 89°21'16" East, a distance of 1398.50 feet; thence North 01°32'47" West, a distance of 29.40 feet to a point lying 110.00 feet north of the south boundary of said northwest quarter; thence South 89°33'20" West, parallel with and 110.0 feet north of said south boundary; 1397.74 feet to said west boundary of the northwest quarter; thence South 00°09'43" East, along said west boundary, 34.31 feet, returning to the Point of Beginning. Easement contains 1.022 acres, more or less.

Prepared by and return to:
 Sherry G. Sutphen, County Attorney
 Highlands County
 600 N. Commerce Avenue
 Sebring, Florida 33870

TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT granted by Triton Farms, LLC, whose address is 3109 Juniper Lane, Davie, Florida 33330, hereinafter referred to as "GRANTOR", to the **Istokpoga Marsh Watershed Improvement District c/o Highlands County, a political subdivision of the State of Florida**, 600 N. Commerce Avenue, Sebring, Florida, 33870, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, GRANTOR is the fee simple owner of that real property more particularly described in **Exhibit "A"**, attached hereto and made a binding part hereof by this reference (Property); and

WHEREAS, the COUNTY has determined that it is in need of a temporary easement for the purpose of equipment and material staging and project construction and has included same in its construction plans for the Istokpoga Marsh Watershed Improvement District Above Ground Impoundment Project (Project); and

WHEREAS, GRANTOR has agreed to grant the COUNTY a temporary easement for equipment and material staging and for Project construction purposes.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual advantages inuring each party to the other and other good and valuable consideration, the sufficiency of which is hereby acknowledged, GRANTOR does hereby grant to the COUNTY a temporary easement and the right of ingress and egress over, across and beneath the real property described in **Exhibit "A"** attached hereto.

TO HAVE AND TO HOLD said temporary easement and right of entry unto the COUNTY, and its successors and assigns, for the purpose of equipment and material staging and for Project construction.

GRANTOR does hereby covenant with the COUNTY that it is lawfully seized and possessed of to the real property above described, that it has good and lawful right to convey the same, or any part thereof, that the subject property is free of all encumbrances, and that to the best of its knowledge there are no hazardous substances contaminating the easement area or that area immediately surrounding the easement area which is owned and/or controlled by the GRANTOR.

Once the Istokpoga Marsh Watershed Improvement District Above Ground Impoundment Project has been fully constructed on the property described in **Exhibit "A"**, or five (5) years from the date of execution of this Easement, whichever date occurs first, this Temporary Easement shall terminate, with all equipment and spoil material of any kind removed from the Property and the Property restored, as necessary, to its original condition prior to the Project. Such restoration activities will be completed by the COUNTY prior to the termination of this Temporary Easement.

**THIS TEMPORARY EASEMENT IS INTENDED FOR OFFICIAL USE BY
THE COUNTY RELATED TO THE PROJECT AND IS NOT INTENDED
TO PROVIDE PUBLIC ACCESS TO PRIVATE PROPERTY.**

IN WITNESS WHEREOF, said GRANTOR has caused these presents to be duly executed this 25 day of March, 2022.

WITNESSES:

[Signature]
Print: Roy D. Whitehurst Jr
[Signature]
Print: Scott A. Kirouac

GRANTOR:

By: [Signature]
Ruben Vidal, Manager

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [] online notarization of Ruben Vidal, as Manager of Triton Farms, LLC, who personally swore or affirmed that he/she is authorized to execute this Easement and thereby bind the corporation, and who is personally known to me or who produced FL Drivers License as identification, and who did/did not take an oath this 25 day of March, 2022.

(stamp)



SCOTT A. KIROUAC
Commission # HH 111014
Expires April 6, 2025
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC, State of Florida

WITNESSES:

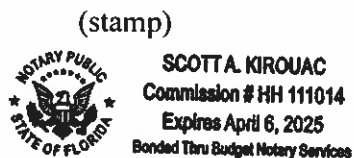
Frank Youngre
 Print: Frank Youngman
[Signature]
 Print: Scott A. Kirouac

GRANTOR:

By: MD
 Maite De La Rosa, Manager

STATE OF FLORIDA
 COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Maite De La Rosa, as Manager of Triton Farms, LLC, who personally swore or affirmed that he/she is authorized to execute this Easement and thereby bind the corporation, and who is personally known to me or who produced FL Drivers License as identification, and who did/did not take an oath this 1 day of April, 2022.



[Signature]
 NOTARY PUBLIC, State of Florida

The real property interest granted by this instrument is hereby accepted by Istokpoga Marsh Watershed Improvement District c/o Highlands County, a political subdivision of the State of Florida, this ____ day of _____, 2022.

ISTOKPOGA MARSH WATERSHED
 IMPROVEMENT DISTRICT C/O
 HIGHLANDS COUNTY, A POLITICAL
 SUBDIVISION OF THE STATE OF FLORIDA

Kathleen A. Rapp, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

EXHIBIT "A"
(Parcel 12)

A Temporary Construction Easement over and across a portion of the northwest quarter of Section 5, Township 37 South, Range 31 East, Highlands County, Florida, being more particularly described as follows:

Commence at the southwest corner of the northwest quarter of said Section 5, thence North 00°09'43" West, along the west boundary of said northwest quarter, 110.00 feet to the Point of Beginning; thence North 89°33'20" East, parallel with and 110.00 feet north of the south boundary of said northwest quarter, 1397.74 feet; thence N01°32'47" West, a distance of 40.01 feet; thence South 89°33'20" West, a distance of 1381.79 feet to a point lying 15.00 feet east said west boundary of the northwest quarter; thence North 00°09'43" West, parallel with and 15.00 feet east of said west boundary, 784.59 feet; thence South 89°50'15" West, a distance of 15.00 feet to said west boundary; thence South 00°09'43: East, along said west boundary, 824.67 feet, returning to the Point of Beginning. Easement contains 1.553 acres, more or less.

Prepared by and return to:
Sherry G. Sutphen, County Attorney
Highlands County
600 N. Commerce Avenue
Sebring, Florida 33870

TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT granted by the **Lykes Bros, Inc., a Florida corporation**, whose address is 106 SW County Road 721, Okeechobee, Florida 34974, hereinafter referred to as “GRANTOR”, to the **Istokpoga Marsh Watershed Improvement District c/o Highlands County, a political subdivision of the State of Florida**, 600 N. Commerce Avenue, Sebring, Florida, 33870, hereinafter referred to as “COUNTY”.

WITNESSETH:

WHEREAS, GRANTOR is the fee simple owner of that real property more particularly described in **Exhibit “A”**, attached hereto and made a binding part hereof by this reference (Property); and

WHEREAS, the COUNTY has determined that it is in need of a temporary easement for the purpose of equipment and material staging and project construction and has included same in its construction plans for the Istokpoga Marsh Watershed Improvement District Above Ground Impoundment Project (Project); and

WHEREAS, GRANTOR has agreed to grant the COUNTY a temporary easement for equipment and material staging and for Project construction purposes pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual advantages inuring each party to the other and other good and valuable consideration, the parties agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. GRANT OF EASEMENT. GRANTOR does hereby grant to the COUNTY a temporary easement and the right of ingress and egress over, across and beneath the real property described in **Exhibit “A”** attached hereto, for the sole purpose of equipment and material staging for Project construction on GRANTOR’S property. Once the Istokpoga Marsh Watershed Improvement District Above Ground Impoundment Project has been fully constructed on the property described in **Exhibit “A”**, or five (5) years from the date of execution of this Easement, whichever date occurs first, this Temporary Easement shall terminate, with all equipment and spoil material of any kind removed from the Property and the Property restored, as necessary, to its original condition prior to the Project. Such restoration activities will be completed by the COUNTY prior to the termination of this Temporary Easement.

3. CONDITION OF EASEMENT AREA. COUNTY shall keep and maintain the Easement Area in a clean, neat and orderly fashion, and remove all papers, debris, filth, and refuse to the extent reasonably necessary to keep the area in a clean and orderly condition, secure all equipment, materials

and staging areas and properly store all materials to avoid unsightly conditions. COUNTY acknowledges and agrees that it accepts the Easement Area in its "as-is, where-is" condition, (i) with all defects, imperfections and faults, whether latent or patent in nature, (ii) without any recourse to the GRANTOR, and (iii) without representations or warranties, express or implied, by GRANTOR. GRANTOR shall not have any obligation whatsoever to improve, modify or otherwise repair the Easement Area in connection with COUNTY'S access or use of the Easement Area. COUNTY shall be responsible for repairing any damage caused to the Easement Area by COUNTY or any employee, contractor or subcontractor of COUNTY.

4. EXERCISE OF RIGHTS. The rights and Easement granted to COUNTY herein are subject to the following provisions:

- a. COUNTY shall have sole responsibility for obtaining any necessary permits or regulatory approvals in connection with its use of the Easement Area.
- b. Any rights granted hereunder shall be exercised by COUNTY only in accordance and compliance with any and all applicable federal, state and laws, ordinances, rules, regulations, permits and approvals (collectively "Laws").
- c. GRANTOR makes no representation that the Easement Area is suitable for the COUNTY's use.
- d. The rights granted herein shall be personal to COUNTY and shall not be deemed a dedication for public use. Nothing contained herein shall be deemed to grant any access or use rights to the public at large.
- e. At no time shall COUNTY or anyone acting by or on behalf of COUNTY prevent or materially impede GRANTOR and its successors, employees, agents and assigns from free and unrestricted access to the remainder of GRANTOR's property abutting the Easement Area.
- f. At no time shall COUNTY or anyone acting by or on behalf of COUNTY intentionally interrupt (whether on a temporary or permanent basis) utilities and irrigation servicing the remainder of GRANTOR's property abutting the Easement Area, whether currently or in the future.
- g. COUNTY shall coordinate with GRANTOR and its successors and assigns, all construction, maintenance and repair of its improvements within the Easement Area so as to minimize interference with GRANTOR's use of GRANTOR's property abutting the Easement Area.
- h. COUNTY shall not permit any liens to encumber the Easement Area for any work done or materials furnished in connection with the performance of any work undertaken by it pursuant to this Easement.
- i. GRANTOR hereby reserves, the right and privilege at any time, and from time to time, to grant easements, licenses and privileges to any person, firm, corporation or other entity, over, under and upon said Easement Area, for any purpose or use that will not

unreasonably interfere with the normal operation or maintenance of the COUNTY's facilities.

5. **TITLE.** GRANTOR does hereby covenant with the COUNTY that it is lawfully seized and possessed to the real property above described, that it has good and lawful right to convey the same, or any part thereof.

6. **INDEMNIFICATION.**

To the extent permitted by law, COUNTY shall contractually require and cause all contractors performing work for COUNTY within the Easement Area to indemnify, defend and hold harmless GRANTOR, and its successors, assigns, members, affiliates, lenders, agents, manager, employees, staff, contractors, officers, supervisors, and representatives (together, "**GRANTOR Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against GRANTOR Indemnitees which are in connection with or arise out of use of the Easement Area by such contractor, its successors, assigns, agents, employees, contractors (including but not limited to subcontractors, materialmen, etc.), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property.

7. **LIMITATION OF LIABILITY:** Neither party hereto shall be liable to the other for any consequential, special, indirect, incidental or punitive damages arising from this Easement including but not limited to loss of use, revenue, profits and goodwill. The foregoing disclaimer of liability shall apply regardless of whether such liability is based on breach of contract, tort (including without limitation negligence), strict liability, breach of a fundamental term, fundamental breach, or otherwise. Additionally, GRANTOR agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of COUNTY's limitations on liability set forth in Section 768.28, Florida Statutes, and other law.

8. **PARTIES.** This Easement is solely for the benefit of COUNTY and GRANTOR, and GRANTOR's successors and assigns in interest to the Easement Area, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement expressed or implied is intended or shall be construed to confer upon any person or corporation other than COUNTY and GRANTOR any right, remedy, or claim under or by reason of this Easement or any of the provisions or conditions of this Easement. Easement Area shall be solely responsible for enforcing its rights under this Easement against any interfering third party. Nothing contained in this Easement shall limit or impair COUNTY's right to protect its rights from interference by a third party.

9. **CONTROLLING LAW AND VENUE.** This Easement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree and consent to venue in Highlands County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement.

10. **RUNS WITH THE LAND.** The terms, covenants and conditions set forth in this Easement

shall run with the land described herein and shall benefit and bind the parties hereto, and any successor owner of all or any portion of the subject real property.

11. BINDING EFFECT. This Easement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**THIS TEMPORARY EASEMENT IS INTENDED FOR OFFICIAL USE BY
THE COUNTY RELATED TO THE PROJECT AND IS NOT INTENDED
TO PROVIDE PUBLIC ACCESS TO PRIVATE PROPERTY.**

Signatures on Following Pages

23rd IN WITNESS WHEREOF, said GRANTOR has caused these presents to be duly executed this day of June, 2022.

WITNESSES:

Janet Smith

Print: Janet Smith

Ryan Persichetti

Print: Ryan Persichetti

GRANTOR:

Lykes Bros., Inc., a Florida corporation

By: Johnnie P. James Jr.

Name: Johnnie P. James Jr.

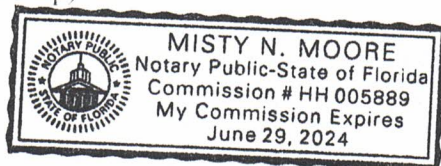
Title: President & CEO

STATE OF FLORIDA

COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Johnnie P. James Jr., who personally swore or affirmed that he/she is the President & CEO of Lykes Bros., Inc., a Florida corporation, authorized to execute this Easement and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 23rd day of June, 2022.

(stamp)



Misty N. Moore
NOTARY PUBLIC, State of Florida

Subject to the terms and conditions set forth herein, the real property interest granted by this instrument is hereby accepted by Istokpoga Marsh Watershed Improvement District c/o Highlands County, a political subdivision of the State of Florida, this ____ day of _____, 2022.

**ISTOKPOGA MARSH WATERSHED
IMPROVEMENT DISTRICT C/O
HIGHLANDS COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA**

Kathleen A. Rapp, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

EXHIBIT "A"

A Temporary Construction Easement over and across the east 25.0 feet of the west 65.0 feet of the southwest quarter of Section 5, Township 37 South, Range 31 East, Highlands County, Florida. Easement contains 1.516 acres, more or less.

Prepared by and return to:
Sherry G. Sutphen, County Attorney
Highlands County
600 N. Commerce Avenue
Sebring, Florida 33870

PERMANENT EASEMENT

THIS EASEMENT granted by **Lykes Bros, Inc., a Florida corporation**, whose address is 106 SW County Road 721, Okeechobee, Florida 34974, hereinafter collectively referred to as "GRANTOR," unto the **Istokpoga Marsh Watershed Improvement District c/o Highlands County, a political subdivision of the State of Florida**, 600 N. Commerce Avenue, Sebring, Florida, 33870, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, the GRANTOR is the owner of that certain property more particularly described in **Exhibit "A"**, attached hereto and made a binding part hereof; and

WHEREAS, the COUNTY has demonstrated a need for a permanent easement over the property described in **Exhibit "A,"** (Easement Area) attached hereto.

NOW, THEREFORE, in consideration of the sum of ten dollars and 0/100 (\$10.00) and the mutual advantages inuring each party to the other, the parties agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. GRANT OF EASEMENT.

A. Subject to all terms and conditions of this Easement, GRANTOR does hereby grant, bargain, sell and convey to the COUNTY a non-exclusive permanent easement over, across and beneath the real property described in **Exhibit "A"** (the "Easement Area") solely for the purpose of interconnecting existing drainage facilities of the Istokpoga Marsh Watershed Improvement District Above Ground Impoundment, together with the right, privilege and authority to install, construct, locate, lay, operate, maintain, inspect, alter, improve, augment, remove, repair, rebuild and/or replace access roadway improvements and/or accessories, drainage equipment, drainage improvements and related facilities, that the COUNTY, in its sole discretion, deems necessary, desirable and/or appropriate in order to ensure the proper maintenance of its facilities, improvements and use of the Easement Area, and the right of ingress and egress over and across the Easement Area, PROVIDED, HOWEVER, any construction or other work associated with the installation, use, maintenance, repair or replacement of the COUNTY's equipment and/or structures in the Easement Area shall not unreasonably interfere with the retained ownership rights of GRANTOR in the Easement Area.

B. IN ADDITION, subject to the rights retained by GRANTOR herein, the rights granted to the COUNTY by the GRANTOR specifically include: (a) the right to cut, clear and remove from the Easement Area, any trees, limbs, undergrowth or other physical objects or obstructions which, in the judgment of the COUNTY, may endanger or interfere with the safe and efficient installation use, operation or maintenance of the facilities located in the Easement Area; (b) the right to remove at any type of fencing, landscaping or any other structure of any type placed in or impeding the Easement Area; (c) the right to do anything necessary, useful or convenient for the full enjoyment of the rights granted herein; and (d) any impediments placed in the Easement Area by the GRANTOR, inconsistent with the rights granted to the COUNTY, are at the risk of the GRANTOR.

3. CONDITION OF EASEMENT AREA. COUNTY shall be responsible for the maintenance of all improvements and structures situate or installed by COUNTY within the Easement Area. COUNTY acknowledges and agrees that it accepts the Easement Area in its "as-is, where-is" condition, (i) with all defects, imperfections and faults, whether latent or patent in nature, (ii) without any recourse to the GRANTOR, and (iii) without representations or warranties, express or implied, by GRANTOR. GRANTOR shall not have any obligation whatsoever to improve, modify or otherwise repair the Easement Area in connection with COUNTY'S access or use of the Easement Area. COUNTY shall be responsible for repairing any damage caused to the Easement Area by COUNTY or any employee, contractor or subcontractor of COUNTY. COUNTY shall have no liability to GRANTOR, or to any other person or entity by reason of existing adverse physical conditions (including adverse environmental conditions), or other defects with respect to the Easement Area, unless such conditions are caused by COUNTY or its agents, contractors and subcontractors.

4. EXERCISE OF RIGHTS. The rights and Easement granted to COUNTY herein are subject to the following provisions:

- a. COUNTY shall have sole responsibility for obtaining any necessary permits or regulatory approvals in connection with its use of the Easement Area.
- b. Any rights granted hereunder shall be exercised by COUNTY only in accordance and compliance with any and all applicable federal, state and laws, ordinances, rules, regulations, permits and approvals (collectively "Laws").
- c. GRANTOR makes no representation that the Easement Area is suitable for the COUNTY's use.
- d. The rights granted herein shall be personal to COUNTY and shall not be deemed a dedication for public use. Nothing contained herein shall be deemed to grant any access or use rights to the public at large.
- e. At no time shall COUNTY or anyone acting by or on behalf of COUNTY prevent or materially impede GRANTOR and its successors, employees, agents and assigns from free and unrestricted access to the remainder of GRANTOR's property abutting the Easement Area.
- f. At no time shall COUNTY or anyone acting by or on behalf of COUNTY intentionally interrupt (whether on a temporary or permanent basis) utilities and irrigation servicing the remainder of GRANTOR's property abutting the Easement Area, whether currently or in the future.
- g. COUNTY shall coordinate with GRANTOR and its successors and assigns, all construction, maintenance and repair of its improvements within the Easement Area so as to minimize interference with GRANTOR's use of GRANTOR's property abutting the Easement Area.
- h. COUNTY shall not permit any liens to encumber the Easement Area for any work done or materials furnished in connection with the performance of any work undertaken by it pursuant to this Easement.

- i. GRANTOR hereby reserves, the right and privilege at any time, and from time to time, to grant easements, licenses and privileges to any person, firm, corporation or other entity, over, under and upon said Easement Area, for any purpose or use that will not unreasonably interfere with the normal operation or maintenance of the COUNTY's facilities.

5. **TITLE.** GRANTOR does hereby covenant with the COUNTY that it is lawfully seized and possessed to the real property above described, that it has good and lawful right to convey the same, or any part thereof.

6. **INDEMNIFICATION.**

To the extent permitted by law, COUNTY shall contractually require and cause all contractors performing work for COUNTY within the Easement Area to indemnify, defend and hold harmless GRANTOR, and its successors, assigns, members, affiliates, lenders, agents, manager, employees, staff, contractors, officers, supervisors, and representatives (together, "GRANTOR Indemnitees"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against GRANTOR Indemnitees which are in connection with or arise out of use of the Easement Area by such contractor, its successors, assigns, agents, employees, contractors (including but not limited to subcontractors, materialmen, etc.), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property.

7. **LIMITATION OF LIABILITY:** Neither party hereto shall be liable to the other for any consequential, special, indirect, incidental or punitive damages arising from this Easement including but not limited to loss of use, revenue, profits and goodwill. The foregoing disclaimer of liability shall apply regardless of whether such liability is based on breach of contract, tort (including without limitation negligence), strict liability, breach of a fundamental term, fundamental breach, or otherwise. Additionally, GRANTOR agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of COUNTY's limitations on liability set forth in Section 768.28, Florida Statutes, and other law.

8. **PARTIES.** This Easement is solely for the benefit of COUNTY and GRANTOR, and GRANTOR's successors and assigns in interest to the Easement Area, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement expressed or implied is intended or shall be construed to confer upon any person or corporation other than COUNTY and GRANTOR any right, remedy, or claim under or by reason of this Easement or any of the provisions or conditions of this Easement. Easement Area shall be solely responsible for enforcing its rights under this Easement against any interfering third party. Nothing contained in this Easement shall limit or impair COUNTY's right to protect its rights from interference by a third party.

9. **CONTROLLING LAW AND VENUE.** This Easement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree and consent to venue in Highlands County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement.

10. **RUNS WITH THE LAND.** The terms, covenants and conditions set forth in this Easement shall run with the land described herein and shall benefit and bind the parties hereto, and any successor

owner of all or any portion of the subject real property.

11. BINDING EFFECT. This Easement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**THIS INSTRUMENT IS INTENDED FOR OFFICIAL USE BY THE COUNTY AND
IS NOT INTENDED FOR THE PUBLIC TO ACCESS PRIVATE PROPERTY**

WITNESSES:

Janet Smith
Print: Janet Smith

Ryan Persichetti
Print: Ryan Persichetti

STATE OF FLORIDA
COUNTY OF Highlands

GRANTOR:

Lykes Bros., Inc., a Florida corporation

By: Johnnie P. James Jr.
Name: Johnnie P. James Jr.
Title: President & CEO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Johnnie P. James, Jr. who personally swore or affirmed that he/she is the President & CEO of Lykes Bros., Inc., a Florida corporation, authorized to execute this Easement and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 23rd day of June, 2022.

(stamp)



Misty N. Moore
NOTARY PUBLIC, State of Florida

Subject to all terms and conditions set forth herein, the real property interest granted by this instrument is hereby accepted by Istokpoga Marsh Watershed Improvement District c/o Highlands County, a political subdivision of the State of Florida, this ____ day of _____, 2022.

**ISTOKPOGA MARSH WATERSHED
IMPROVEMENT DISTRICT C/O
HIGHLANDS COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA**

Kathleen A. Rapp, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

EXHIBIT "A"
(Parcel 1)

An Easement for Drainage, Maintenance, Ingress & Egress purposes, over and across the west 40.0 feet of the southwest quarter of Section 5, Township 37 South, Range 31 East, Highlands County, Florida. Easement contains 2.425 acres, more or less.