

Prepared by:  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, FL 34604

Return recorded original to:  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, FL 34604  
Attn. Land Resources Bureau

### PERPETUAL EASEMENT

This Easement ("Easement") is made and entered into this 28<sup>th</sup> day of July 2026, by and between Charlotte County, a political subdivision of the State of Florida, having a mailing address of 18500 Murdock Circle, Suite B-208, Port Charlotte, Florida 33948, hereinafter called "Grantor", and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as "Grantee".

Grantor, for and in consideration of the sum of Ten Dollars and no cents (\$10.00) and other good and valuable consideration from Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee a non-exclusive, perpetual easement to enter upon, over and across and to use any and all lands more particularly described below solely for the following purposes:

- a. To maintain, repair or replace a monitoring well and data monitoring equipment over the land more particularly described on Exhibit "A" (the "Easement Area"); and
- b. For ingress and egress upon, over and across the land more particularly described on Exhibit "A" (the "Easement Area") to access the monitoring well and equipment to perform hydrologic measurements.

Grantee shall exercise all of its rights contained in this Easement in the least intrusive manner so as not to interfere with Grantor's use of its property. Grantor reserves the right to use the Easement Area in any manner not inconsistent with this Easement; provided, however, that Grantor shall avoid disturbing the well casing or cover (water meter box) of the monitoring well or wells without securing Grantee's prior written consent, which consent shall not be unreasonably withheld. Grantee hereby agrees to restore the Easement Area to its prior condition following any construction, maintenance, repair or access by Grantee.

Grantee agrees to indemnify and hold harmless the Grantor, its agents, employees, and officers from and against all liabilities, claims, damages, expenses, or actions, either at law or in equity, including attorney's fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by Grantee, or anyone for whose acts or omissions Grantee may be liable as a result of Grantee's rights under this instrument. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Grantor believes is covered by this indemnity, the Grantor shall give the Grantee notice of the matter within a reasonable time. The failure or delay of the Grantor to notify the Grantee of any such suit, claim or demand shall not relieve the Grantee of its obligations under this provision but shall reduce such obligations to the extent of any increase in those obligations caused solely by any such

failure or delay. Nothing contained herein will be construed to constitute a waiver of Grantee's sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recovery under Section 768.28, F.S. This provision will survive the termination of this instrument.

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns, successors, and tenants of the parties hereto. This Easement may be amended or modified only by an instrument signed by Grantor and Grantee.

The formation, interpretation and performance of this Easement shall be construed pursuant to and governed by the laws of the State of Florida. Except as otherwise specified herein, the Grantor and Grantee will each be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this instrument, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

This grant shall not constitute a dedication to the public, and no parties shall have any rights or entitlements pursuant to the terms of this Easement except as specifically set forth herein.

[signature pages follow]

IN WITNESS WHEREOF, Grantee has caused these presents to be executed in its name the day and year aforesaid.

Witnesses:

GRANTOR:

Charlotte County

\_\_\_\_\_  
Signature of First Witness

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

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Name: Joseph M. Tiseo  
Title: Chairman

ATTEST:  
Roger D. Eaton, Clerk of Circuit Court and  
Ex-officio Clerk of the Board of County  
Commissioners

\_\_\_\_\_  
Signature of Second Witness

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

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By:  \_\_\_\_\_  
Thomas M. David, County Attorney  
LR26-0138

#### ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

Notary Public

(Notary Seal)

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Governing Board acting by the Chair or Vice Chair of said board, the day and year aforesaid.

Witnesses:

Virginia Singer  
Signature of First Witness

Virginia Singer  
Printed Name

2379 Broad St.  
Address

Brooksville, FL 34604

Lori Manuel  
Signature of Second Witness

Lori Manuel  
Printed Name

2379 Broad St  
Address

Brooksville FL 34604

GRANTEE:

Southwest Florida Water  
Management District

By: [Signature]  
Paul J. Bispham, Chair

2379 Broad Street  
Brooksville, Florida 33604-6899

ATTEST

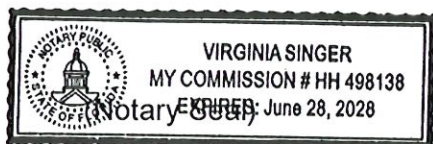
By: [Signature]  
John E. Hall, Secretary

2379 Broad Street  
Brooksville, Florida 33604-6899

#### ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF Hernando

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 23 day of June, 2026, by Paul J. Bispham, Governing Board Chair, who is personally known to me or produced as identification.



Notary Public

Virginia Singer  
(Name of Notary typed, printed or stamped)  
Commission No.: HH 498138  
My Commission Expires: June 28, 2028

## **EXHIBIT "A"**

The WESTERLY Thirty feet (30') of Parcel P15, Notre Dame Park, as recorded in Plat Book 5, Pages 17A-17C, of the Amended Plat of South Punta Gorda Heights and Its First Addition, of the Public Records of Charlotte County, Florida; with a short legal description of SPG 000 CNTY PARK, and identified in the Property Appraiser's Records as Parcel ID # 412334352001, and more commonly known as 27020 Notre Dame Boulevard, Punta Gorda, Florida, 33955