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SECTION I. INTRODUCTION

TAMPA BAY WATER is responsible for developing, operating, and maintaining regional water supply facilities in Hillsborough, Pinellas, and Pasco Counties. In order to meet the increasing water demand of the tri-county area, TAMPA BAY WATER must expand existing systems and develop new supply facilities.

Prior to design and construction of these facilities, the properties necessary to construct, operate, and maintain the facilities must be identified and acquired. In order to maintain the highest probability of facility integrity, TAMPA BAY WATER locates facilities within easements or fee interest properties. In urban environments, facilities may be located within Rights-of-Ways on a project-by-project basis as determined by Project Engineers.

The purpose of this report is to identify the tasks and associated general durations necessary to acquire these properties. Durations may vary according to project schedule. The information included in this report is based on experience from previous TAMPA BAY WATER projects and current State and Federal laws, rules, and regulations. This manual is for information purposes only and does not represent interpretation of any laws. It is intended as a guideline for those steps necessary to acquire property to construct water supply projects. Unless otherwise identified in consultant’s contract, Federal regulations do not apply. TAMPA BAY WATER’s Purchasing Policy and Procedures, Number 650-17, does apply.

You may find this manual on line at the following locations.

If using an FTP Client:
Server: partner.tampabaywater.org
Login: landgrab
Password: 1ex1uthor

If Using a Web Browser
ftp://landgrab:1ex1uthor@partner.tampabaywater.org

SECTION II. DESCRIPTION OF PROPERTY LAW TERMS AND DEFINITIONS

The following text is provided in order to familiarize the reader with the basic terms of property law. Information utilized to prepare this section is from the “Land Surveyor Reference Manual,” by Andrew L. Harbin, Professional Publication, Inc.
Types of Property

Property is divided into two classes: real property and personal property. Real property is immovable and is recoverable. It may be defined as “the interest in lands, tenements, or hereditaments.” These terms include land, buildings, trees, and the right to use them. Anything that grows on the land or any structure that is affixed to the land is real property.

Real property law is, for the most part, state law rather than federal law. It, therefore, varies among the states.

Personal property is movable and often cannot be recovered.

Title

Title is the right to own real property and the evidence of that right. Right to ownership, however, is not enough. There must also be possession of property. Title, then, is the outward evidence of the right to ownership.

Before buying real property, a buyer should institute a title commitment (a minimum of 30 years including in the case of platted subdivisions) that is a review of all documents affecting the ownership of the property to determine if the person or company selling the property has a good and clear title. The Real Estate Coordinator, Project Manager, and/or the contracted land agent company shall determine if 50 year search is needed. Compilation or abstracts of deeds of trust, or any other estate or interest, together with all liens, encumbrances or liabilities that affect the title to the property, may be obtained from an abstract or title company. This condensed history of the title to the land in chronological order is known as an abstract of title or simply an abstract.

Title companies, operating under the insurance laws of the state, issue title insurance policies to assure the purchaser or lender of real property good title to the land purchased. See SECTION VI for title information and insurance requirements.

The amount the insured is guaranteed is usually limited to the amount paid for the property. If the property is enhanced in later years, no extra compensation is paid for the increased value of the property if title were defeated.

The policy may be issued subject to certain exceptions: taxes, easements, encumbrances, oil royalties, or mineral rights, any transaction not recorded in the Public Records, etc. TAMPA BAY WATER requires free and clear title to fee and permanent easement purchases with some exceptions.

Board

Tampa Bay Water Board of Directors consisting of two members each from Hillsborough, Pasco and Pinellas Counties and one member each from the Cities of St. Petersburg and New Port Richey.

Capital Improvement Project (CIP)
Project generally completed through contracted services requiring the purchase of property under the threat of eminent domain.

Non-CIP Project

Transfer of interest or acquisition of an interest in land or a portion of the parent tract, independent of a Capital Improvement Project such as a property redress fee or easement acquisition is a non-CIP project.

Deed

The most important document in the transfer of fee simple ownership of real property is the deed, which is evidence in writing of the transfer of an estate. Deeds are formal documents of two principal types: warranty deeds and quit claim deeds.

In a warranty deed, the grantor proclaims to be the lawful owner of the real estate and binds grantor, grantor’s heirs and assigns to warrant and forever defend the property unto the grantee, grantee’s heirs and assigns against every person who lawfully claims it or any part of it. The warranty deed is the instrument used to convey an estate in fee simple absolute (in fee).

The quitclaim deed passes on to the grantee whatever interest the grantor has. If the grantor has a complete title, s/he passes on a complete title. If title passes incomplete, s/he passes on whatever interest, if any, s/he has.

Because a deed is evidence of the transfer of an estate, the evidence must be clear and concise. The wording of the deed must clearly state the intent of the parties involved in the transfer. It is not sufficient that the grantor and grantee understand the terms of the transfer. In order to protect the rights of the real property owner and to establish an orderly method of transfer of real property, state law mandates have adopted requirements for conveyance of such interest.

1. A deed must be in writing.
2. A deed must be in legal terminology.
3. Parties to a deed must be competent. A person of unsound mind or a minor cannot execute a deed.
4. There must be a grantor and a grantee, and they must be clearly identified.
5. There must be a valid consideration, although the total amount of the consideration need not be shown. Deeds containing the phrase “ten dollars and other consideration” provide evidence that the grantor received remuneration for his property.
6. A deed must contain a description of the property being conveyed and clearly show the interest conveyed.
7. In the case of joint ownership by tenants in common, a deed must be signed by both parties.
8. A deed must be acknowledged. The signer or signers of the deed must sign in the presence of a registered notary public who must know the identity of the signer or signers. The notary must sign the acknowledgment.

9. A deed must be delivered, meaning the property must be accepted by the grantee. In this case, the TAMPA BAY WATER Board of Directors (Board) or its assigns must accept it.

10. It is important that deeds be recorded in order to constitute notice to the public. Unrecorded deeds may be valid, but to avoid future controversy, deeds should be recorded as soon after execution as possible.

Fee Simple

Fee simple is the “absolute” ownership of property. An absolute or fee simple estate is one in which the owner is entitled to the entire property, with unconditional power of disposition during one’s life and descending to one’s heirs and legal representatives upon one's death intestate. Such estate is unlimited as to duration, disposition, and descendibility.

Easement

An easement is the right that the public or an individual has in the lands of another. An easement does not give the grantee full right to the land, only a right to use the land for a specified purpose. The owner of the land may also use it for any purpose that does not interfere with the specified use of the grantee.

Utilities wishing to install utility lines, underground pipe, drainage ditches, monitor wells, etc. usually do not require fee title to land but need only the use of the land to install and maintain the facility. The owner of the land retains title to it, subject to the terms of the easement. The owner also remains responsible for the taxes and liability. An easement must not be landlocked for the user. An access easement may be required to a facility easement site such as a monitor well site.

Dedication of Right-of-Way

Dedication is the giving of land or rights in land to the public. It must be given voluntarily, either expressed or implied. It may be written or unwritten, but there must be acceptance of the dedication by the appropriate governing body. Consideration is not necessary.

Common law dedication may be expressed, as when the intention to dedicate is expressed by a written document or by an act that makes the intent obvious. It may be implied, as when some act or acts of the donor make it reasonable to infer that s/he intended to dedicate. Upon acceptance by the Board, the dedication becomes public right-of-way.

Dedication made in accordance with the provisions of a statute is called statutory dedication and usually requires that the donor sign and acknowledge the dedication.
The developer of a subdivision may subdivide a tract of land, lay out streets, lay sewer lines and water lines, and pave streets. In order for these facilities to be dedicated to the public, the facilities must be accepted for use by the public, by the state, city, town, or other governing body and recorded in the Public Records.

**Deliverables**

Tasks involving deliverable materials by consultant, i.e. title commitments, appraisal reports, title policies, and eminent domain suit packages.

- **Deliverable No. 1:** Title commitments with back up documents and appraisal reports.
- **Deliverable No. 2:** Property owner contacts including, but not limited to, written reports, negotiations through closing activities and file retirement.
- **Deliverable No. 3:** Suit Package.

**Right of Eminent Domain**

When the owner of land refuses to sell and the improvement is necessary and of public character, the law allows that land shall be taken under what is called the right of eminent domain. Eminent domain gives the State or other delegate the power or the right to condemn private property for public use.

The Constitution of the United States and state laws limit eminent domain. The owner is guaranteed adequate compensation for his/her property, and s/he may not be deprived of his/her property without due process of law.

The power to exercise eminent domain must be authorized by the state legislature by statute, and the legislature may delegate this power to such agencies, as it deems proper. Section 373.1962, Florida Statutes, authorizes TAMPA BAY WATER to exercise the power of eminent domain. The owner of condemned property must be compensated in accordance with applicable laws. The owner is entitled to compensation for consequential or severance damages when only a part of the owner’s property is taken. (A highway that cuts off access to a watering tank for cattle might create consequential damage. A reduction in property leaving a substandard remainder might create severance damage.)

The owner is entitled to know the precise boundaries of the land to be condemned. It is the obligation of TAMPA BAY WATER executing the acquisition to furnish an adequate description of the boundaries.

**Intermediate Consultant Services**

Professional firms providing services for projects that require land acquisition by TAMPA BAY WATER. Land Agent services may be procured for Capital Improvement Projects, through an Engineering firm including as a subcontractor, or on a task by task basis from a Board approved list as work is assigned under Tampa Bay Water’s As-Needed Consultant Services contracts.
Opinion of Value

A real property valuation prepared by Tampa Bay Water’s RE Coordinator, a qualified real estate broker or other qualified professional, in accordance with the guidelines described herein.

Qualified Appraiser

A person other than a TAMPA BAY WATER employee who holds a professional designation from a recognized appraisal organization as defined in Section 253.025(7)(b), Florida Statutes.

Real Property Appraisal Report

A certified real estate appraisal report prepared by an M.A.I. designated appraiser or equivalent in accordance with current Uniform Standards of Professional Appraisal Practice and Advisory Opinions requirements; format to be determined based on type of property. Typically USPAP Rule 2-2(b) will apply when determining the format; however a self contained report or a restricted use report may also be requested. A vacant or unimproved property may be in the form of a Restricted Appraisal with a common data book, and a residential or commercial property subject to damages shall be in the form of a Self-Contained Appraisal as defined by USPAP.

Real Property Appraisal Review

May be completed by a qualified appraiser or equivalent in accordance with current Uniform Standards of Professional Appraisal Practice and Advisory Opinions requirements; format to be determined based on type of property.

If for a CIP project, it is a technical review in accordance with USPAP Standard 3 (Appraisal Review, Development and Reporting) and Advisory Opinion 6 (The Appraisal Review Function), and includes, but is not limited to, a complete reading of the appraisal report and update, comparison of like data within the appraisal, verification of all mathematical calculations, assessments of methodologies and analyses, and an exterior physical inspection of the subject property and comparable sales.

If the review is for a non-CIP project the review may be by a qualified land agent to determine that the appraisal report is appropriate to the subject property, has correct references, names, address, parcel numbers, etc. and correct calculations.

Sketch and Legal Description

A drawing of the property plus a written description of the property using the techniques of geometry and trigonometry and in compliance with TAMPA BAY WATER’s surveying standards.

Boundary Survey

Determines the boundary of property by means of measuring angles and distances using the techniques of geometry and trigonometry and in compliance with TAMPA BAY WATER’s
Surveying and Other Related Data Procedures. Boundary surveys shall be certified by a Registered Land Surveyor or equivalent to Tampa Bay Water and the title company.

**Standard Document**

A TAMPA BAY WATER document previously approved by TAMPA BAY WATER General Counsel. TAMPA BAY WATER staff and/or consultants may utilize this instrument. TAMPA BAY WATER must approve any revision.

**Transfer Document**

Any document or agreement transferring a whole or partial interest in real property from one party to another: Easement Agreement, Fee Simple Deed, Special Warranty Deed, County Deed, etc.

**SECTION III. TYPES OF AGREEMENTS USED BY TAMPA BAY WATER**

**A. Agreement for Temporary Right of Entry**

This is an informal agreement that is usually used for short-term temporary construction. A nominal fee may be paid for the temporary inconvenience to the property owner. This agreement may be signed by the Real Estate Coordinator (RE Coordinator) as no extraordinary liability is assessed.

**B. Easement Agreement**

TAMPA BAY WATER currently has the following types of standard easement agreements.

1. **For Public Sector:**
   a. Hillsborough County and TAMPA BAY WATER attorneys agreed on terms for this standard agreement that can be used for well sites, pipeline and access easements in Hillsborough County. This agreement is submitted to both Boards for acceptance and recorded in the Public Records. See Exhibit “D” for Hillsborough County’s document review process.
   
   b. The City of St. Petersburg Property Management & Realty Services Department, Amy McGarr, Property & Asset Management Coordinator, stated the City would grant TAMPA BAY WATER easements for transmission mains.
   
   c. The City of New Port Richey approved an Easement Agreement for ingress, egress, operation, management and monitoring.
   
   d. Pasco County approved a Water, Sewer and General Purpose Utility Easement.
2. **For Private Sector:**

   This Easement Agreement includes contractual terms, definitions of permanent and temporary easements, conditions and restrictions of the use of the easement, and is attached to the PSA as Exhibit B. This agreement is generally signed by the Chairman at the Board meeting, acknowledged by the seller at closing, and recorded in the Public Records. Any extraordinary changes to the agreement are reviewed by the appropriate TAMPA BAY WATER personnel and approved as to form by the General Counsel’s office.

C. **Lease Agreement**

1. **TAMPA BAY WATER as Lessee:**

   This lease agreement is used to purchase a temporary use, i.e., access, or temporary construction area from the private sector. Since there are terms for both parties to comply with, this agreement is submitted to TAMPA BAY WATER Board of Directors (Board) and recorded in the Public Records.

2. **TAMPA BAY WATER as Lessor:**

   This lease agreement is used by TAMPA BAY WATER to grant to a seller or to an adjacent property owner a specific use, i.e., residential housing, cattle grazing, citrus farming, or recreational use, across TAMPA BAY WATER fee owned property for a negotiated period of time. To date, for such uses, no monies have been accepted for compensation, as each agreement was part of a negotiated settlement or to the benefit of TAMPA BAY WATER. TAMPA BAY WATER has leased excess fee owned land for telecommunication purposes at the going market rate.

D. **Letter of Permission**

   A property owner may grant a letter of permission to TAMPA BAY WATER when no permanent encumbrance on the property is necessary or desired by the property owner. This is generally used for staff gauges, access to monitor well sites, or for temporary construction. It is necessary to renew the permission with each new property owner. The RE Coordinator or consultant, as assigned, will prepare this letter for signature by the property owner.

E. **License Agreement**

1. **For Public Sector:**

   A license agreement is generally between government entities or utility companies for permission to use land. It may also be with an adjacent property owner to incorporate as a private use with the adjacent property. This agreement is submitted to the agency Boards and may or may not be recorded in the Public Records as deemed necessary. In the past this agreement has been a long term agreement and is sometimes tied in with a permit term. The term is determined on a case by case basis.
a. A license agreement generally contains language that is considered to be “less” encumbering than an easement interest. Board action or the General Manager’s approval is required for this type of agreement.

b. TAMPA BAY WATER may issue a license agreement for other governmental agencies crossing TAMPA BAY WATER fee owned property.

c. If a larger tract of TAMPA BAY WATER land is available for independent use and a citizen requests a License; based on area zoning and proposed future use, TAMPA BAY WATER staff may determine if proposed use is appropriate for recommendation to the Board.

d. Staff may advertise for a Licensee.

2. For Private Sector:

TAMPA BAY WATER may use a License Agreement to license back purchased property to the seller or unused land to an interested party. This may be for a 5-year term with an option to renew, however, the term may vary. This agreement is subject to Board or General Managers approval and not recorded in the Public Records.

a. CSX Transportation, Inc. will only issue a License Agreement (a.k.a. Pipeline Crossing Agreement) including a one-time fee (fee may vary), an application fee paid up front, and an inspection fee during construction.

F. Mutual Use Agreement

A Mutual Use Agreement (MUA) may be used by two or more governmental or utility parties who wish to co-locate facilities and under specific terms. The MUA is used to detail the terms of a utility company co-locating within an existing utility easement. MUAs are typically no-cost but if one should require Tampa Bay Water to pay more than $50,000 that would need Board approval.

1. Typically, Tampa Bay Water does not require a MUA for perpendicular crossings. This is determined, however, on a case-by-case basis by Project Supervisor/Utilities Coordinator. The need for a MUA depends on the complexity and type of facility crossing.

2. Tampa Bay Water requests a MUA from all member governments and utilities that co-locate in a parallel fashion within its easements.

3. The MUA may be approved by Tampa Bay Water’s General Manager and only requires Board approval if the form deviates for the standard form.

4. Currently, only Hillsborough County requires a MUA for co-location within drainage and utility easement interests held by Hillsborough County.

G. Purchase and Sale Agreement (PSA)
This document provides a method to authorize staff to purchase property. A PSA is used to detail specifically what interest (fee or easement) will be purchased and under what terms. The terms may include any other specific costs, i.e. attorney and appraiser fees, etc. This instrument is signed by the property seller, witnessed, and is not effective until approved by the Board or the General Manager if the value is within the manager’s authorized limit of approval which is currently $50,000.

Appropriate staff must review any non-standard terms. All PSAs approved by the General Manager must be reported to the Board at the next regularly scheduled meeting. If an easement is purchased, a copy of the easement agreement must be attached and labeled as an exhibit to the PSA which is signed by the sellers and witnesses, accompanied by an original Easement Agreement for the Chairman’s signature, and returned to the RE Coordinator for submittal to the Board.

H. Land Use Permits

Land Use Permits may be utilized for public or utility company property use purposes. The permitor, however, may revoke the permit at its discretion. A use permit is commonly used to occupy public right-of-way. The permit is typically secured by the Project Engineer. Duration: one month (may vary per jurisdiction); does not require Board action.

SECTION IV. DOCUMENT PREPARATION AND EXECUTION, AND CHRONOLOGY OF NEGOTIATIONS

A. Private Sector Transactions

1. Preliminary Work (a.k.a. Deliverables No.1)

   a. RE Coordinator, or Land Agent, as assigned, shall review title work for accuracy, i.e. missing or incomplete documents, copies of all referenced documents, report prepared in accordance with Title Requirements shown in Section VI, correct folio numbers and parcel numbers shown on report.

   b. RE Coordinator, or Land Agent, as assigned, shall review appraisal reports for accuracy, i.e. spelling errors, incorrect statements and incorrect calculations. This is not a formal USPAP review.

   c. Tasks must be performed upon receipt of title work and appraisal report to ensure accuracy prior to delivery to TAMPA BAY WATER.

2. Property Owner Contact/Negotiations (a.k.a. Deliverable No.1)

   a. For isolated projects, the Purchase and Sale Agreement (PSA), if applicable, or title transfer agreement is presented to a property owner in person, if possible, and negotiations are completed by RE Coordinator, or as-needed Land Agent (collectively, Negotiator), as assigned.
(1) Negotiator may request owner to grant or donate easement particularly in a property redress project.

(2) In lieu of a PSA, one may use an Offer of Sell form for a negotiated purchase.

b. For larger acquisition projects or Capital Improvement Projects, the Land Agent, as assigned, must be familiar with the title commitment documents and the appraisal reports, present appropriate written correspondence, a PSA and appropriate transfer agreement to the property owner, conduct negotiations, and ensure clear title at closing. Written offers will not be provided to owners without the prior approval of Tampa Bay Water.

(1) Complete a minimum of three (3) negotiation contacts in person with each property owner or representative, if possible, and ascertain if owner is agreeable to sell required parcel. If owner or representative is not local, every effort must be made to complete three telephone contacts whereby details listed in 2.b. below are discussed. Also, if owner is not local, contact via U.S. mail must be certified.

(a) Provide an introduction letter (Attachment 4). A draft introduction letter may be reviewed by RE Coordinator and/or Legal Department. The introduction letter is not considered a negotiation contact, but may be hand delivered during one contact.

(b) Standard Notice Letter (Attachment 5). A draft notice letter may be reviewed by RE Coordinator and/or Legal Department. This letter is not considered a negotiation contact, but may be hand delivered during one contact.

(c) Statement of Offer (Attachment 8). A Statement of Offer may be provided to formalize the written offer.

(c) Negotiator shall be prepared to complete three contacts with the owner or owner’s representative to initiate and determine the possibility of negotiations. Face to face contacts are preferred if owner is local. Telephone contacts are preferred if owner is not local. If negotiations appear positive or productive, negotiator shall be prepared to make the number of contacts necessary to get a signed PSA.

(d) After Negotiator completes three contacts and owner or owner’s representative advises Negotiator that a settlement is possible, additional contacts are likely to negotiate and finalize the terms of the sale.

(e) After Negotiator completes three contacts and owner or owner’s representative advises Negotiator that a settlement prior to Order of Taking is not possible, Negotiator shall prepare a written response to confirm owner’s direction, shall advise TAMPA BAY WATER, and may proceed to Eminent Domain Activities on subject parcel.

(2) If three contacts are not possible, agent must document the reason.

(3) Negotiator shall be prepared to discuss project goals, location, and purpose; schedules; pending site inspections by surveyor or appraiser; appraised amount; acquisition and closing procedures; effect of project on subject property during and after construction;
construction activities; contents of the agreements; acquisition procedures; owner’s concerns; and if applicable, eminent domain process.

(4) Negotiator may provide a copy of the appraisal report to owner, as directed by TAMPA BAY WATER.

(5) A written offer shall not be made without prior coordination with TAMPA BAY WATER to confirm an appropriate offer amount that may be equal to or above the appraised amount.

(6) If easements leave an uneconomic remainder, Negotiator may suggest purchasing subject easement or entire parent tract in fee to TAMPA BAY WATER; however, the appraisal report must be on the easement acquisition and the condemnation package shall include only the permanent and/or temporary easements.

(7) Negotiator may discuss with the owner the appraised/offer amount, counter offers, and terms of the agreement during any contact.

(8) All face to face contacts and telephone contacts to non-local owners should be documented by letters to the owners and filed. All telephone contacts shall be detailed and noted in the file. All contacts and attempted contacts shall be listed on a summary page.

(9) Project status reports shall be maintained by RE Coordinator or the Land Agent, as assigned, in a format acceptable to TAMPA BAY WATER and shall be submitted to the Project Manager or RE Coordinator periodically in accordance with contract terms.

3. **Document Preparation** (a.k.a. Deliverable No.2)

   a. For isolated projects, documents are prepared by RE Coordinator, General Counsel, or as-needed Land Agent utilizing the Standard Documents. Non-standard documents shall be reviewed by Project Manager, Senior Manager, and/or General Counsel, as required.

   b. For larger acquisition projects, a contracted Land Agent, utilizing the Standard Documents, prepares and completes documents.

   (1) Land Agent shall format as shown in Exhibit A.

   (2) Land Agent shall always use TAMPA BAY WATER Standard Agreement(s), unless otherwise directed. Any deviation from the standard documents or language must be brought to the attention of RE Coordinator, Project Manager, or Assistant General Counsel, as directed and approved by TAMPA BAY WATER.

   c. Standard Documents, prior to full acknowledgement, are subject to change.

   d. PSAs up to $50,000 are subject to the General Manager’s approval. PSAs over $50,000 are subject to Board of Director’s approval.
e. The title company, when required, prepares closing documents; however, if needed, Land Agent may also assist in preparation and processing of Releases of Liens, Judgments, Subordinations, Partial Releases of Mortgages, Deeds, Settlement Statements, and Affidavits. See Attachment 7 for Closing Check List.

4. Document Acknowledgement and Processing

a. Seller/Grantor(s) must sign in the same format used on the acquisition deed(s).

   (1) If Seller/Grantor is married, always obtain signatures of both the property owner and spouse.

   (2) Two witnesses must sign and print to the left of each Seller/Grantor(s) signature(s) in the space provided for witnesses.

   (3) A separate notary block is required for each Seller/Grantor. If a Notary Public and witnesses are required by the document, they must be present at the signing.

   (4) For a Corporation, Florida law requires signature of an officer authorized by its bylaws to execute such instruments, attested by the Secretary, stamped with the corporate seal, and two witnesses’ signatures, with corporate acknowledgement executed by a Notary Public, if a part of the instrument.

   (5) If an acknowledgement paragraph is included in the agreement, it must be signed before a Notary Public.

   (6) The properly signed, witnessed and notarized document, including exhibits, is returned to the RE Coordinator who submits document for Board approval.

   (7) Each signature must be accompanied by the printed name.

      (a) Usually, four weeks prior to Board date, RE Coordinator reviews the contract for proper form and signatures and submits it to General Counsel’s office for “Approved as to Form” signature. Board meetings are usually on the third Monday of each month; however, the meetings are subject to rescheduling and cancellation.

      (b) Counsel returns the approved document to RE Coordinator, who processes it according to established TAMPA BAY WATER procedures.

      (c) Documents are normally signed at regularly scheduled Board meetings held bi-monthly on the 3rd Monday of the Month. Signing, however, may be delayed. Also, the first and third Monday of each month is scheduled for Chairman signatures.

B. Public Sector Transactions

1. Document Preparation
a. A Standard Document is prepared by RE Coordinator, Land Agent, or the General Counsel’s office, as assigned, in accordance with TAMPA BAY WATER Standard Practices (see Exhibit A).

b. Appropriate TAMPA BAY WATER staff, consultants, and/or General Counsel, as necessary, review draft document and any revised terms and conditions. The other party may also review the draft agreement for preliminary approval. Use the form, Property Review Transmittal Slip for in-house reviews.

2. Member or Other Governmental Agency Contact

a. RE Coordinator, General Counsel, or Land Agent, as assigned, submits final contract to other government agencies for review and submittal to their Board for first approval prior to approval by the TAMPA BAY WATER Board, unless otherwise directed. In cases where TAMPA BAY WATER is the requesting party, TAMPA BAY WATER will acknowledge the agreement first.

(1) Hillsborough County requires a specific submittal process requiring a 60-day turnaround time for review and comment (see Exhibit D).

(2) CIP projects require may require all agreements be processed through a one contracted liaison to Hillsborough County.


(1) For TAMPA BAY WATER, RE Coordinator routes the document for approval as to form and prepares the document for submittal to the Board of Directors.

(2) Each member government may operate differently. It may be necessary to inquire as to the desired procedure.

c. Use appropriate/current governmental signature blocks and acknowledgement formats.
C. Closing or Finalizing Acquisitions

1. Lease Agreement

a. TAMPA BAY WATER as Lessee: The RE Coordinator will order and distribute the check to the Lessor or consultant to complete the lease transaction.

b. TAMPA BAY WATER as Lessor: The rental amount, if any, shall be determined by current market values. Rental amounts may be paid in a lump sum. If part of a settlement, a Lease may be negotiated at no cost.
   (1) A lease term shall be set in accordance with the construction schedule.
   (2) For a house lease, TAMPA BAY WATER may hold a deposit until the house is vacated. Deposit amount is determined on a case-by-case basis.

c. After Board approval, the transaction is complete and the executed document is returned to the RE Coordinator. Closing procedures are not required.

d. RE Coordinator shall administer leased real property.
   (1) Any insurance requirements are monitored by the Infrastructure Support Specialist who will advise RE Coordinator of active status of insurance requirements.
   (2) Any funds received for leased property are received and recorded by the Finance Department.

e. The original instrument is filed in Records Department with a copy to RE Coordinator, Finance Department, if required, and the other party.

2. License Agreement

a. Generally, a license agreement is between two governmental bodies with proof of ownership and requires no closing as no monies are involved. A license agreement is usually not recorded in the Public Records. The fully executed document is returned to the RE Coordinator for recording, if applicable. The agreement may be recorded if the intent of the Agreement is to replace an easement and if the grantor agrees to the recording.

b. CSX requires a License Agreement (a.k.a. Pipeline Crossing Agreement) as discussed in Types of Agreements.

c. A License Agreement for use of TAMPA BAY WATER real property may be negotiated.
   (1) By an adjacent property owner to incorporate private use with adjacent property.
   (2) If a larger tract of TAMPA BAY WATER land is available for independent use and a citizen requests a License; based on area zoning and proposed future use, TAMPA BAY WATER staff may determine if proposed use is appropriate for recommendation to the Board.
(3) Staff may advertise for a Licensee.

d. The RE Coordinator will forward an original agreement to TAMPA BAY WATER Records Department with a copy to RE file and the grantor.

e. License Agreements typically at no cost are subject to the General Manager’s approval.

3. **Purchase and Sale Agreements (PSA), Easement Agreements, and Deeds** (a.k.a. Deliverable No. 2)

   a. Closings must be completed in accordance with the terms and conditions of the PSA.

   b. For fee purchased properties, after the PSA is fully acknowledged, the RE Coordinator or Project Engineer orders a Phase I and/or Phase II Environmental Site Assessment performed by a qualified environmental or engineering firm, including soil samples and/or water samples, as applicable.

   c. The Land Agent is responsible to ensure that Title Company has completed appropriate closing procedures including procurement of all required releases, subordinations or waivers or to take appropriate actions to assist the Title Company in obtaining said releases.

   d. Title insurance is required for all fee acquisitions and permanent easements associated with Capital Improvement Projects. The RE Coordinator or Land Agent, as assigned, will oversee the closing, which may be processed through a qualified title company. See Section VI for title information and insurance requirements.

   (1) The Title Company completes an updated title insurance commitment, settlement statement, notice of beneficial interest, and the closing documents in accordance with the terms of the PSA. Title Company shall inform TAMPA BAY WATER if any title defects are found. If title defects are found, title must be cleared or purchased subject to the defects, as directed by RE Coordinator. The Title Company shall notify the RE Coordinator within 30 to 45 days of request for title commitment if unable to clear title.

   (2) The RE Coordinator will order the deposit and/or settlement check based on the PSA and settlement statement. Documentation is required to be attached to the check request.

   (3) For isolated acquisitions, the RE Coordinator; and for Capital Improvement Projects, the Land Agent, or Title Company, secures releases, waivers and subordinations as necessary and records the instruments prior to closing.

   (4) The RE Coordinator, Consultant, or Title Company, as assigned, notes the State Documentary Stamp Tax and recording fee as necessary, ensures closing documents are signed, and processes the documents to record in Public Records in the county in which the property lies.

   (5) When a Title Company is used to complete a real property closing it shall complete the following activities.
(a) be responsible to ensure that prorated taxes are collected from the seller and paid to the responsible taxing authority and provide TAMPA BAY WATER with a paid tax receipt on same parcel.

(b) be responsible for obtaining the address and federal identification number for each person or entity to which payments are made for acquisition of property or property interests by Tampa Bay Water.

(c) maintain an accurate record of payments made.

(d) file all required forms 1099Misc, 1099R or such other information returns as may be required under IRS regulations relative to the payments made.

(6) The complete closing package, including originals, when possible, and copies of all closing documents, as well as the original recorded transfer document are returned to the RE Coordinator or Land Agent, as applicable.

(7) A Title Insurance Policy is issued to TAMPA BAY WATER.

(8) The closing agent ensures a 1099 Form, Attachment 9, is appropriately signed and filed.

(9) The original closing documents and recorded transfer document are filed in TAMPA BAY WATER’s Records Department with a copy to RE Coordinator and the grantor.

e. Title insurance is, generally, not necessary for purchase of temporary easements or permanent easements acquired from other government agencies, or easements acquired at no cost.

(a) Closing Agent is responsible for including 1099 in closing documents.

4. Easement Agreement with Other Governments

a. The document may be recorded in the Public Records by the grantee or grantor.

b. Usually only one original document is signed and recorded in the Public Records; however, recording in more than one jurisdiction may be necessary.

c. For a Hillsborough County Agreement, the original recorded instruments are returned to Hillsborough County Real Estate Department with certified copies to Records Department and a copy to RE Coordinator.

d. Check with RE Coordinator for the most recent version for each member.

f. Easements at no cost do not require a PSA.
5. Mutual Use Agreement

a. No title work is required. Closing is complete upon signature by the appropriate Boards and delivery of fully executed agreement.

b. The agreement is recorded in the Public Records by the initiating party.

c. Generally, three original copies are prepared. Hillsborough County requires two originals.

D. Failed Negotiations and Eminent Domain Package (a.k.a. Deliverable No. 3)

1. For isolated transactions and larger projects, each parcel is reviewed on a case-by-case basis. A parcel may be dropped from the project or included in the eminent domain process. A Temporary Construction Easement not associated by ownership with a Permanent Easement is typically not condemned.

2. If directed, Land Agent shall prepare and deliver Eminent Domain Packages upon request by TAMPA BAY WATER, General Counsel’s Office. See Exhibit C for list of contents.

SECTION V. DESCRIPTION OF TASKS

The following tasks outline the necessary property acquisition steps required to obtain property or property rights and a critical time path. This information is based upon procedures currently utilized by TAMPA BAY WATER staff and critical paths may vary per contract terms. DURATION OF TASKS WILL VARY DEPENDING ON PROJECT SIZE AND LOCATION.

A. Property Acquisition

1. Property Identification

Property acquisition requires identification of the acquisition site. During the design stage of the project, the size and location of land required for each specific project parcel must be identified. In order to maintain the highest probability of facility integrity, TAMPA BAY WATER will make every effort to first design facilities to be located within easements or fee interest, as required by the type of facility. Typically, permanent easements are required for pipelines and appurtenances, monitoring wells, and access roads. Fee simple property purchases are necessary for production well sites, pumping and treatment stations, and flow control/metering facilities. Temporary construction easements are necessary if the area required during construction exceeds the area permanently acquired. Land Use permits are utilized for monitor well sites, flow control/metering facilities, pipelines and appurtenances located in public ROW for utility corridors. License agreements are acceptable for various types of temporary uses within other government owned properties.

An engineer, Project Manager or Land Agent, as appropriate, must field inspect each proposed site in order to evaluate site suitability. The inspector will observe any unusual surface conditions, i.e.
location, wetlands, hazardous materials, that may interfere with the proposed property use. (Duration: up to 5 days, if additional time is needed for site assessment/soil samples up to 45 days)

As indicated on the sketches in Table 3, Sketch of Fee or Easement Sites Requiring Access, permanent easements or fee simple sites must be accessible, if necessary, by utilizing Permanent Ingress/Egress Easements. If the facility property is not located adjacent to public right-of-way (ROW), these access easements must connect the facility property with existing public ROW.

Critical Path Tasks are identified in Table 1. In urban environments, facilities may be located within Rights-of-Way on a project-by-project basis as determined by Project Engineers. Typical areas used for specific project items are identified in Table 2, Schedule of Wellsite and Easement Specifications.

2. Title Searches, Commitments, and Policies

a. All title interests affecting the acquisition site must be identified through a title search or title commitment. Title searches may be used for Property Redress projects. Title Commitments must be used for CIP projects. Copies must be provided to the surveyor and appraiser. The RE Coordinator or Project Manager directs Land Agent or Title Company to identify the property owner through county tax records, unless the consultant engineer is otherwise directed by contract. (Duration: 15 to 30 days)

b. Title Insurance Company shall prepare a 30-year ownership and encumbrance (O&E) search or Title Commitment, as appropriate, in proper format and in accordance with TAMPA BAY WATER Title Requirements (Section V and Attachment 1), which identifies the property owner, required data, and encumbrances on the property. A copy of the report shall be provided to the appraiser, surveyor, consultant engineer, Project Manager, RE Coordinator, General Counsel’s office, and Records Department, as appropriate. (Duration: 5 to 10 days per parcel or up to 90 days per project)

c. If required per PSA, the title insurance company shall prepare a title insurance commitment and policy. (Duration: Title Commitment/Update, 15 days; Title Policy, 30 days)

d. For projects not under the threat of eminent domain, an ownership and encumbrance report or a chain of title report prepared by staff or other qualified personnel may be utilized. (Duration: 7 to 10 working days)

e. For eminent domain parcels, updated title commitments shall be completed for all project parcels as directed by Legal counsel.

3. Survey Sketches and Legal Descriptions, Boundary Surveys

A sketch and legal description or boundary survey are required for each purchase. Improvements and encumbrances within the acquisition parcel must be identified including ingress and egress easement, if necessary. If the facility property is not located adjacent to public right-of-way (ROW), these access easements must connect the facility property with existing public ROW and must meet jurisdictional regulations.
a. **Non-Capital Improvement Projects**
   (1) These projects are not subject to eminent domain, thus sketches and legal descriptions (8.5”x11”’) and/or location maps may be utilized for easements, as appropriate.

   (2) A boundary survey is required for fee purchases with the exception of subdivision lots, which will be determined on a case by case basis.

   (3) An offer may be made based upon appraisal report or an opinion of value prepared by a qualified person.

b. **Capital Improvement Projects**
   (1) CIP projects are subject to Eminent Domain, thus a boundary survey in accordance with TAMPA BAY WATER Survey Standards is required. (Duration: 10 to 14 days per parcel or up to 30 to 120 days per project depending on the size of the project)

   (2) Surveys shall be certified to the Title Company and Tampa Bay Water. (Duration: 5 to 10 days)

   (4) The RE Coordinator or consultant engineer will direct a qualified Florida licensed surveyor to complete a descriptive boundary survey of the parcel in accordance with TAMPA BAY WATER Survey and Other Related Data Procedures; work must be performed by a Florida licensed professional land surveyor or equivalent. (Duration: 7 to 10 days to begin work, 5 to 7 days per parcel to complete)

   (5) Survey work must be reviewed by Tampa Bay Water’s System Surveyor. (Duration: 5-7 days)

   (6) Updated boundary surveys, if older than six months old, shall be completed for all project parcels prior to the Resolution of Condemnation Board date.

4. **Appraisal Reports, and Opinions of Value**
   a. Also an opinion of value or an appraisal is required prior to an offer for purchase of property.

   b. Appraisal report may be ordered if deemed necessary. All Capital Improvement Projects under the threat of eminent domain, however, require appraisal reports. Qualified appraiser prepares an estimate of property’s current market value. This estimate is provided in a certified real estate appraisal report or other format as requested. Appraiser must be supplied with a sketch and legal description of property and copy of the title commitment. Surveyor must stake sites and notify appraiser prior to staking date so appraiser can clearly identify site location in the field.

   c. Also for a project not under the threat of eminent domain, an opinion of value may be prepared by a qualified real estate broker or certified appraiser, as deemed appropriate by the Project Manager.

   d. If the estimate of value of the property is up to or less than the General Manager’s limit of authority, which is currently $50,000, the RE Coordinator, at the direction of the General
Manager or the Board, may prepare an opinion of value. If the estimate of value of the property exceeds the General Manager’s limit of authority, an independent certified appraiser shall prepare appraisal reports. (Duration: 5 to 14 days per parcel or up to 160 days per project)

e. If the estimate of value of the property is greater than the General Manager’s limit of authority, a second report or review appraisal may be required as determined by the RE Coordinator, Project Manager and/or General Counsel’s office. If the difference between the two reports is substantial, 20 percent or greater, a third report or review appraisal may be required.

f. If an appraiser inspecting the site notes probable termite damage within existing structures or possible hazardous materials on site, a Phase I Site Assessment may need to be completed prior to a formal offer.

5. Negotiation

a. The General Counsel’s office, the RE Coordinator, or Land Agent (collectively the Negotiator) will prepare a contract for sale and/or a document for transfer of interest, as applicable. A standard Purchase and Sale Agreement, Offer to Sell, or similar document, (collectively a PSA) is used and may include an Easement Agreement identified as an exhibit.

b. Prior to negotiations and/or closing, the RE Coordinator and/or the Project Manager will determine if a Phase I or II Site Assessment, and for improved properties, a termite inspection is necessary. These reports will be ordered by the RE Coordinator or Project Manager.

c. Negotiator is now in a position to make offers or entertain “asking prices” from the property owner. If the property owner signs a PSA TAMPA BAY WATER will evaluate the reasonableness of the “asking price.” Upon TAMPA BAY WATER staff’s recommendation for approval of the offer, the Board of Directors has final approval of the agreement. (Duration: 3 to 12 months)

(1) If the acquisition project is not under the threat of eminent domain, the Negotiator should inquire if the owner/seller will grant the proposed easement (at no cost.)

d. Land Agent will submit to the RE Coordinator an original signed and witnessed PSA (2 copies), including Exhibits, and a separate original Easement Agreement for execution by the Board Chairman to TAMPA BAY WATER. The Easement Agreement may be signed or unsigned by the grantor. (Exhibit B is not recorded in the Public Records.)

e. Negotiator shall complete a closing checklist prior to closing and post closing. See Attachment 10.

6. Approval Process

a. All acquisitions and real estate transactions with a purchase amount at no cost or up to the General Manager’s approval authority (which is currently $50,000) will be processed for the General Manager’s approval and signature. All transactions completed by this method will be
b. All acquisitions and real estate transactions with a purchase amount over the General Manager’s approval authority, or transactions not meeting standard criteria, will be subject to the Board approval.

7. Phase I and II Environmental Site Assessments

a. The Project Engineer under the direction of the Project Manager may determine if a Phase I and/or a Phase II Environmental Site Assessment is necessary before negotiations and/or before closing. Otherwise the Sale Agreement provides for the Seller to disclaim any knowledge of any condition that contributes to a claim of hazardous materials. Also the PSA permits the Buyer access to conduct soil testing and sampling to complete necessary studies.

8. Closings

a. If an agreement is approved by TAMPA BAY WATER, the Board Chairman, RE Coordinator, or Land Agent, as assigned, will initiate closing proceedings or perform tasks as necessary to complete property transaction with free and clear title. See Attachment 7, Attorney Authorization Letter. (Duration: up to 90 days unless title issues occur)

b. If the PSA requires a title insurance policy, it is the negotiators responsibility to see that the title company is notified. (Duration: Title Commitment/Update, 15 days; Title Policy, 30 days)

c. If not completed prior to negotiations and if property is purchased in fee, concurrently the RE Coordinator or Project Engineer, as assigned, orders a Phase I and/or Phase II Environmental Assessment, if deemed necessary by the project team. (Duration: up to 30 days each)

d. Comply with IRS Form 1099-S regulations posted in Tampa Bay Water’s Administrative Policy Number 62-23, Section A.

9. Post Closing

a. Land Agent summarizes project data: parcel number, grantor, acres, title, O.R. Book and Page, dates, and costs, along with other pertinent data, on a Property Inventory/Status Report or in the Property Acquisition Notebook according to contract. See Exhibit C.

10. File Retirement

a. For non-CIP projects, the Negotiator provides Tampa Bay Water with a complete file containing original contact records including names, dates, phone numbers and addresses, original

b. For CIP projects, the Land Agent maintains Property Acquisition Notebook (number of copies may vary), categorized by project number, with a copy of the appraisal report, sketch and legal or boundary survey, the PSA, and each recorded or fully acknowledged instrument transferring title or interest to TAMPA BAY WATER. A copy of each recorded instrument is given to RE
Coordinator, construction and consultant engineer, as necessary. The original documents shall be submitted to RE Coordinator for review and processing to Records Department.

B. Eminent Domain Activities

1. Concurrent with Property Acquisition Step 9, a Florida licensed professional land surveyor shall complete a boundary survey of the property. The survey must be signed, sealed, and certified to TAMPA BAY WATER and others as required prior to the Order of Taking hearing. (Duration: 1 month)

2. The title insurance company will provide an updated title insurance commitment, including copies of additional documents.

3. Upon failure to reach a negotiated agreement:
   a. RE Coordinator or Land Agent shall submit an Eminent Domain package to TAMPA BAY WATER’s Legal Department, including items shown on attached list. See Exhibit B. (Duration: 1 month prior to Resolution Board date)
   b. TAMPA BAY WATER legal staff prepares a Resolution of Condemnation, which must be appended with an accurate legal description of the property to be acquired. (Duration: 1 month; must be completed 6 months prior to Order of Taking)

4. The Board approves the Resolution of Condemnation at the regularly scheduled monthly meeting. (Duration - 1 day)

5. General Counsel’s office prepares and files a Petition for Order of Taking. (Duration: 1 month from Board approved Resolution)

6. General Counsel’s office schedules the Order of Taking hearing. (Duration: 2 months from the date the petition is filed)

7. General Counsel’s office administers mediation. RE Coordinator or Project Manager may assist upon request. (Preparation: 30 days)
   a. Appraiser, planner, or other professionals may be required as expert witnesses. (Duration: 1 day)

8. The land acquisition process is not complete until the legal ownership document is recorded in the respective courthouse. It is imperative that this step is implemented in order for the deed, easement, license agreement, and/or Order of Taking to become a legal recorded document. (Duration: 20 days)

C. Post Order of Taking Activities

1. At the Order of Taking hearing, the judge decides whether or not to allow TAMPA BAY WATER to “quick take” the property. If the decision is “yes,” as soon as the good faith deposit (based on a valid appraisal) is deposited into the Registry of the Court in the county in which the property lies, the judge will issue an Order of Taking that conveys title or partial interests of the property to TAMPA BAY WATER. (Duration: 20 days)
2. After the hearing takes place, only the General Counsel’s office continues to negotiate purchase price with property owner’s legal representative. If a price is agreed to, the Board decides to accept or decline the offer. Typically, up to a two-year period exists between the Order of Taking hearing and the jury trial, if a trial is necessary to determine just compensation.

3. If a purchase price is not successfully negotiated through mediation, a jury decides the amount the property owner will receive as just compensation during a trial proceeding. (Preparation: 30 days, Duration: 1 week)

SECTION VI. TITLE INFORMATION & INSURANCE REQUIREMENTS

1. The performance of services or delivery of documents required hereunder shall not relieve the Title Company (Company) from obligation to correct any defective work subsequently discovered, and all incomplete, inaccurate, or defective work shall be remedied promptly by Company on demand without cost to TAMPA BAY WATER or its assigns.

2. The Company shall have and maintain, during the period of this Agreement, a professional liability insurance policy or policies with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of $250,000. The Company shall maintain professional liability coverage for a minimum of three years after completion of the services rendered herein. Proof of insurance, provided to TAMPA BAY WATER, is required prior to contract execution. The requirements for the professional liability insurance may be waived by TAMPA BAY WATER if the Company obtains and maintains an unexpired, irrevocable letter of credit payable to TAMPA BAY WATER, established pursuant to Chapter 675, Florida Statutes, in an amount not less than the current minimum insurance coverage.

3. The Company shall have engaged in the business of providing title information in Hillsborough, Pasco, or Pinellas Counties for a minimum of five (5) years. TAMPA BAY WATER reserves the right to inspect the Company’s facility to ensure that the Company’s work force is sufficiently staffed for providing the required services. At a minimum, Company shall have five (5) full-time employees, two (2) of which shall be qualified abstractors. For the purpose of this Agreement, qualified abstractors shall be defined as persons possessing a minimum of two (2) years experience in earliest records abstracting in the tri-county area. TAMPA BAY WATER further reserves the right to request résumés of said company employees. TAMPA BAY WATER prohibits sub-contracting of any portion of this Agreement without prior written approval.

4. The Company shall have a title plant on premises or have immediate access to a title plant. The plant shall contain complete records covering a minimum of 30 years. If the Company uses a plant owned by another company, the written contract (lease) detailing the terms of said use shall be attached to the bid. The duration of said use contract must meet or exceed the Contract Effective Period with TAMPA BAY WATER.

5. The Company shall submit the name, address, telephone number, and the name of a contact person for at least two references for whom the Company has provided similar services as those requested by TAMPA BAY WATER.
6. The Company shall submit a claims history for the last five (5) years or for the length of time engaged in this business, whichever is less.

7. The title report shall contain the complete legal description of each parcel and adjoiner properties of common ownership requested by TAMPA BAY WATER.

8. The name and/or names and address of the last grantee of record is needed, along with a copy of the conveying instrument, and the name(s) and address from the tax roll should be given if different from that shown on deed.

9. Give complete report reflecting all outstanding encumbrances for the period described in Chapter 712, Florida Statutes, on any property involved in the title search.

10. In all instances, any information regarding deeds and all encumbrances including existing rights-of-way must be shown on the title report and must also include the complete names of all parties to the instrument, the type of deed or instrument, date of instrument, book and page of recordation, amount of mortgage, lien, etc. Complete copies of all instruments cited on said report must be attached to original report. Copies of documents previously provided on duplicate reports are not required.

11. The report should include a 30-year or 50-year, if determined necessary, history or title search in the form of a title commitment, as required by project scope of services, of the ownerships or for the root of title, as requested, is of the subject lands, whichever provides a clear title record to the conveyances of the last grantee of record. All reports are to be accompanied by complete and legible copies of all documents noted in the title reports. If no conveyances of the subject lands has been made during the last 30 years, the following notations should be made “30 year history – None” This information is to be used for appraisal or surveying purposes.

   a. If the acquisition project is for the purpose of a Capitol Improvement Project under threat of Eminent Domain, the report shall be provided in the form of a title commitment accompanied by complete and legible copies of all documents noted in the title commitment.

   b. If the report is for the purpose of a title search not related to acquisition or an independent acquisition not under threat of Eminent Domain, the report may be in the form of an ownership and encumbrance report.

12. State and Federal Documentary Stamps and Sur Tax Stamps must be shown for each conveyance reported in the title search, including both those showing the last grantee of record and those reported to disclose the five-year history.

13. Tax Payment Information must be shown along with the current folio number/parcel number for each parcel. In reporting any outstanding tax certificate, it is essential that the name or names of the holder of the certificate be given.

14. All oil, gas, and mineral leases, as well as deed or royalty transfers that include any surface rights are to be reported.
15. When a description of the parent tract is given in a transfer of property and there is an exception to the parent tract referred to as “Less that part as recorded and in Book____, Page____,” the Company must clearly reflect the names of the Grantor(s) and Grantee(s), type of deed or document transferring title, the date of transfer, include such exception in the description, and furnish a copy of the instrument referred to.
   a. When a reported conveyance contains a reference to another recorded instrument, that instrument must be included and marked “SHOWN FOR REFERENCE.”
   b. When several metes and bounds descriptions are within a subdivision used as a tie point for several descriptions, a copy of the plat showing such subdivision should be furnished with reference made thereto stating parcels affected by such plat.

16. Where an owner is deceased and probate proceedings have been filed, it is necessary that the title search show the name of the heirs as set forth in the petition filed, the name of the Personal Representative, whether they are permitted to convey without bond, and whether or not the estate has been closed. Distribution of the property shall be reported.

17. When reporting insanity proceedings of a present record owner, the date of commitment should be given and name of the appointed Guardian, if any, should be provided. The report shall also state if the record owner’s disabilities have been lawfully removed.

18. When dissolution of marriage is reported between the record owners, said dissolution and any property settlement agreement shall be attached as to any real property involved.

19. In any instance where title to real property has been vested in a person that is a minor, or otherwise incompetent, the title report should show the name, address, and telephone number of the appointed guardian, if any, and in the event no appointment of a Guardian has been made, the report shall so state.

20. When the record title to a parcel of land appears to be vested in the United States, State or County Government, the title report shall show the branch or agency of government as designated, if any.

21. Frequently Tax Certificates have been reported as having been foreclosed by the County, with no further information given as to whether or not such title remains in the County. In most of these instances, an individual owner has been reported. The title search shall disclose whether or not the title has passed from the former record owner to the County.

22. When the description of a parcel of land on which the ownership is being reported refers to another deed as its basis for a Point of Beginning to establish a corner or an exception, the description of the land in the deed and a copy of the deed referred to must be furnished.

23. Care shall be exercised in reporting any reservations and/or subjections included in any conveyance affecting ownership of a given parcel of land. Such reservations shall be shown in detail setting out the extent of the reservations, as in the case of a deed issued by the Trustees of the Internal Improvement Trust Fund, and full detail in the reservation of life estate.

24. When property includes former platted or vacated right-of-way, if the Public Records do not indicate the transfer of title, this commitment shall show Board minutes vacating the Right-of-way and any created easements thereof and/or any action involving the property.
25. The interests of Drainage Districts in lands involving existing drainage systems shall be reported. This report shall also disclose any tax certificates held by individuals or the Drainage District for drainage assessments on any lands within a drainage system.

26. All information concerning Bankruptcy shall be reported. The report shall include, but not be limited to case number; type of filing; date of filing; exempt lands, if any; details of any petitions and/or court to handle assets, if applicable; and current status of proceedings.

27. The Company is encouraged to make any comments concerning any knowledge of local matters not of record, including but not limited to, minors becoming of age after the date they may have acquired an interest in property, change in marital status, and any other information not of record that may affect the title to the lands to be acquired.

28. On any State, County, and/or City owned park and/or recreational area, furnish copy of deed whereby property was acquired for such purpose.

29. The above information shall be furnished in four (4) copies (unless otherwise directed) and in suitable form (see Attachment 1) to TAMPA BAY WATER for use in preparation of parcel maps and for use by real estate appraisers for appraisal purposes.

30. Updated title reports should include only information from the date of the last report through present, with legible back up documents included. If the ownership has changed, it should be so noted on the report and new ownership information shall be included; if ownership has not changed, “no change” shall be noted on report. It shall also be noted if any previous mortgages and/or liens, etc. have been satisfied.

31. When performing a closing, the Company will submit an original settlement statement to TAMPA BAY WATER Project Consultant so that TAMPA BAY WATER will receive the closing/settlement statement at least 14 days prior to closing date for review and signature by RE Coordinator.

32. The Company will ensure that prorated taxes for fee simple purchases are paid to the appropriate Tax Collector’s Office. TAMPA BAY WATER is tax exempt; however, TAMPA BAY WATER does pay special district fees and assessments.

33. The Company will furnish the Land Agent copies of all closing documents prior to closing for review and a copy of all closing documents after closing.

34. The Company will make best efforts to provide legible copies of recorded document. In the event an illegible copy is provided, Company will provide a second more legible copy if available in Public Records.
Formatting and Executing Instructions for Tampa Bay Water’s Standard Agreements*

I. Document Format.

A. Tampa Bay Water Standard Agreements.

1. Show the correct name(s), as shown on the last deed of record along with any known aliases for each seller.
   a. Show the current sellers address.

2. An Agreement should be customized as to one or more individuals; i.e., revise the agreement to show one “Seller or Grantor”, or for two or more use, “Sellers or Grantors”, not “Seller(s) or Grantor(s)”, unless otherwise stated.
   a. Reference pronouns correctly; e.g., "he", "she" or "they", etc.
   b. Use the appropriate verb; e.g., "he is", "she is", "they are" etc.

3. For individuals always show current marital status.

4. Appropriate purpose(s) must be shown; e.g., permanent and temporary easement or permanent easement or temporary easement or monitor well or production well or access easement, and appurtenances etc.

5. An agreement must include the correct acreage for each easement.
   a. If an acreage is less than 1.00 acre, show it to two decimal points; e.g., 0.95 acres.

6. Agreements are subject to Tampa Bay Water Board of Directors approval.

7. Agreements, prior to signing, are subject to change.

8. Eliminate underlines shown on master copy.

9. Any change or deviation from the standard language, created by the seller, grantor or negotiator, must be brought to the attention of the Real Estate Coordinator, and approved by Tampa Bay Water.

10. If an acknowledgement paragraph is included in the Agreement, it must be signed in the presence of a Notary Public.

11. Use font “Times New Roman” size 12 unless otherwise directed.

12. Paper size must be 8.5” x 11”.
B. Purchase and Sale Agreements and/or Offer to Sell.

1. Must have properly designated exhibits attached when presented to a property owner and/or submitted to Tampa Bay Water for review. Exhibit "A" is usually the legal description and Exhibit "B" is usually an Easement Agreement.

2. Must show the type of property interest to be acquired, e.g. fee, permanent easement, temporary easement, permanent and temporary easement, etc.
   a. If the offer is for an easement that is permanent only or temporary only, the agreement must appropriately state that it is either permanent (only) or temporary (only).

3. A written offer must be made to the property owner as approved by Tampa Bay Water. Offer may be at or above appraised amount as directed by Tampa Bay Water.

4. Must have all Exhibits attached when presented to a property owner and when submitted to Tampa Bay Water for review.

5. Provide the final unsigned PSA along with Exhibit B, Easement Agreement, in electronic form to the RE Coordinator immediately upon delivery of signed agreement.

C. Easement Agreement.

1. The purpose always includes identifying “appropriate facilities”, i.e., monitor well, access, transmission main and other appurtenances

2. In addition to the Exhibit B copy that is attached to the Purchase and Sale Agreement, the Land Agent must prepare an original blank document for presentation to the Board of Directors and submit it to the RE Coordinator.

3. Prepare format in accordance with Florida Statutes.

4. Provide the final unsigned Easement Agreement in electronic form to the RE Coordinator immediately upon delivery of signed agreement.

D. Closing Documents.

1. The title company usually prepares closing documents, however, Land Agent shall prepare documents or assist, when necessary, in preparation and/or processing of Releases of Liens and Judgments, Subordinations, Partial Releases of Mortgages, Deeds, Settlement Statements and Affidavits as required, to complete a transfer of free and clear title, unless otherwise directed.

2. Seller must complete a Federal Tax Form W-9 or its equivalent at closing.
II. Document Signatures.

A. All Signature(s) must be accompanied by the printed name(s).

B. By Individuals.

   1. Seller/Grantor must sign and print on document exactly as name appears on the acquisition deed(s).

   2. If Seller/Grantor is married, always obtain signatures of both the property owner and spouse in the same format as used on deeds.

   3. Two witnesses must sign and print to the left of each Grantor(s) signatures(s) in the spaces provided for witnesses.

C. By Corporations:

   1. If Grantor is a Corporation, Florida law requires signature of an officer authorized by its by laws to execute such instruments, attested by the Secretary, stamped with the corporate seal, and two witnesses signatures.

      a. Negotiator may need to obtain proof of authorization.

   2. If a corporate acknowledgement paragraph is included in the Agreement, it must be signed before a Notary Public.

D. By Trustees or Partnerships.

   1. By Authorized Trustee or Partner. Negotiator should obtain proof of authorization.

E. By Escrow Agent:

   1. Escrow Agent shall acknowledge Purchase and Sale Agreement last and return original fully executed agreements to Real Estate Coordinator or Land Agent, as appropriate.

* The above information generally covers agreements used by consultants. Not all standard documents are listed here. See the RE Coordinator for the current version.
The following items must be included in a suit package.

A. Copies of the updated legal descriptions of the parcels being acquired.

B. Copies of the approved Right of Way Map sheets, if prepared, and survey and construction plans depicting the subject parcels.

C. The names and addresses of all property owners, recorded and unrecorded tenancies, encumbrance holders, with a notation as to title or interest held, and persons authorized to accept service of process.

D. A summary of negotiation contacts in chronological order.

E. Any information discovered during negotiations or prelitigation that affects title or service of process such as:
   
   1. A copy of the corporate report obtained from the Secretary of State, Division of Corporations, for any business entity required registering with the Secretary of State.
   
   2. Churches, Fraternal Orders, Other Non-Profit Organizations:
      
      a. The names and addresses of all persons empowered to represent the organization as determined by Executive Structure and a copy of the authorization for those persons to act as representatives.
      
      b. Catholic Church: the name and address of the bishop of the diocese in which the land is situated.
   
   3. Banking institutions.
   
   4. Trust.
   
   5. Unrecorded conveyances, leases, easements, liens, or other pertinent information discovered during negotiation.
   

F. Attorney authorization/representative authorization: a copy of the representative authorization that the owner or subordinate interest is represented by an attorney or other authorized agent.

G. Appraisals: a copy of all appraisals and review appraiser’s statements for each parcel.

H. Original title search and updates.

I. Original Form W-9, Request for Taxpayer Identification Number and Certification completed and signed by owner(s).
EXHIBIT C

PROPERTY ACQUISITION NOTEBOOKS

REQUIREMENTS

For CIP projects, Consultants are required to compile and submit to Tampa Bay Water (5) notebooks (1 original and 4 copies) of all the property acquisition agreements. The notebooks should contain, at a minimum, the following documents and information for each parcel:

1) A summary of any special conditions included in either the Easement Agreement or the Purchase and Sale Agreement.
2) A copy of the appraisal.
3) A copy of the signed Easement Agreement(s) or Deed.
4) A copy of the signed and sealed sketch and legal description.
5) A copy of the boundary survey (if required for the project).
6) A tab section should be created in the notebook for a copy of any Eminent Domain resolutions and Orders of Taking that are approved by the Tampa Bay Water Board for the project.

One (1) additional report shall be submitted, which will only include a compilation of the summary of special conditions for each parcel (item 1 above).

FORMAT
The documents will be bound and tabbed in 2 inch, 3 ring binders, unless otherwise changed by Project Manager or RE Coordinator. Multiple binders may be submitted for projects that have numerous parcels.

Binders:
The binder shall include a cover sheet and a spine insert. Both the cover sheet and the spine insert shall include:
- Tampa Bay Water logo
- Project Number
- Project Name
- Parcel Numbers
- Volume Number, i.e. Volume 1 of 1 (or Volume 1 of X if multiple binders are required for the project)

Please refer to Attachment 1 (Sample Cover Format) and Attachment 2 (Sample Spine Insert Format) for example project 00101 East Central Interconnect.

Tabs:
The tabs shall be permanent (non-insertion) type tabs, uniformly spaced, top to bottom, between parcels. The parcel numbers shall be typewritten on the tab.
EXHIBIT D

HILLSBOROUGH COUNTY SUBMITTAL PROCESS
FOR TAMPA BAY WATER DOCUMENT REVIEW

PROCEDURES REQUIRED BY THE REAL ESTATE DEPARTMENT
TO REVIEW AND PROCESS INSTRUMENTS
BETWEEN TAMPA BAY WATER AND HILLSBOROUGH COUNTY

- Signed and sealed legal descriptions and sketches (must be reviewed for accuracy and closure prior to submittal to the Real Estate Department). Legal sketches are to be on letter size paper (2 sets)

- Copies of the O & E Report (not more than 60 days old) to include only copies of the documents and plat (if applicable) creating the County’s interest.

- Composite map depicting Tampa Bay Water alignment and impact to the County’s property or property interest. (6 copies)

- Proposed instrument: Mutual Use Agreement or Easement Agreement. The Real Estate Department will prepare the deed, if applicable. The Real Estate Department’s Attorney has approved certain language for the Mutual Use Agreements and the Easement Agreements, and should there be any deviations from the agreements, said agreements must be approved by the department’s attorney and reflect his or her stamp of approval. Documents with deviations shall be accompanied by a letter of explanation.

- Letter of Request to: Mike Kelly, Director of the Real Estate Department, from Linda Roberson or (insert Land Agent contact) on behalf of Tampa Bay Water.

- Composite Map (6 copies).

REAL ESTATE DEPARTMENT

- Staff will review the above submittal and send the appropriate County Departments for their recommendations and comments. Allow sixty (60) days for in-house review and the various County departments.

- Upon the receipt of the County departments’ recommendations and comments, any issues will be coordinated through Linda Roberson of Tampa Bay Water or Jane Nelson, only.

- Real Estate Staff will prepare Agenda item for the Board of County Commissioners and notify Tampa Bay Water of the meeting date. Tampa Bay Water staff will do the same for their Board’s approval. All instruments can be signed in counterpart by each party. Closings will be held as appropriate. Tampa Bay Water Project Manager should attend Hillsborough County BOCC meeting.
ATTACHMENT 1

TITLE CHECKLIST

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Name</th>
<th>Parcel No.</th>
<th>Tax ID No.</th>
</tr>
</thead>
</table>

Name(s) of last Grantee(s) of record:

- Conveying instrument attached.
- Name & address matches tax roll.
- If no, name on tax role is included.
- Title is vested in government entity: (which one?)

Attached report reflects all outstanding encumbrances (see paragraph 19, 9-27 of Property Acquisition Guidelines), including: (√ check) if applicable.

- 30 year history and copies of conveyances are included and show documentary stamps
- Outstanding tax certificate (if applicable) and name(s) of certificate holder(s). (Name is essential)
- Title has passed from former owner to the County.
- Name of County: ______________________________________________
- Oil, gas, mineral leases, or deed or royalty transfers that include surface rights.
- Lessed-out references include OR Book & Page
- Owner is deceased and probate proceedings have been filed
  - Names of heirs attached as on probate petition
  - Name of Personal Representative is attached
    - Bond required to convey
- Estate closed
- Property disposition included

Competency issues

- Present owner has been declared incompetent. Date of commitment and guardian name (if applicable) are included.
  - Disabilities have been lawfully removed.
- Owner is a minor
  - Name address & phone number of appointed guardian included.
  - No guardian has been appointed

Record owners are divorced. Property settlement of real property is attached

- Description of parcel refers to another deed as a basis for its Point of Beginning or exception.
- Description of land in such deed is included

- There is a reservation and/or subjection included in conveyance. Explanation is included.
- Parcel is in a Drainage District. Tax Certificates, held by individual or the Drainage District for drainage assessments are noted.
- Bankruptcy is involved, case number, type of filing, date of filing, exempt land, (if any) details of petitions and/or court of jurisdiction and current status are included.
FURNISH 3 COPIES OF COMPLETE TITLE SEARCH OR COMMITMENT TO TAMPA BAY WATER, unless otherwise directed.
PURCHASE AND SALE AGREEMENT - EASEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by and between TAMPA BAY WATER, A Regional Water Supply Authority, an interlocal governmental entity ("Buyer") and [________NAME OF SELLER(s) & Marital Status] ("Sellers") and ______________ (hereinafter "Escrow Agent" or "Title Company").

WITNESSETH:

WHEREAS, Sellers have legal title to and possession of certain property located and being in Hillsborough County, Florida, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Buyer desires to purchase a permanent transmission main easement and a temporary construction easement over, under 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. PURCHASE PRICE: Sellers shall grant to Buyer and Buyer shall purchase from Sellers, a permanent transmission main easement (0.00 acres, m.o.l.) and a temporary construction easement (0.00 acres, m.o.l.), (the “Easements”) and any and all improvements thereon, for a total purchase price of (________) (dollar amount), hereinafter the "Purchase Price", payable at closing by cashier's check, bank draft or certified funds.

2. DEPOSIT: Escrow Agent acknowledges receipt from Buyer of the sum of (enter 10% of purchase price to a rounded amount) ($________) cash as a deposit to apply to the Purchase Price of the Easements at the time of closing as provided in Paragraph 3 below ("Closing").

3. CLOSING:
   (a) The sale of the Easements shall be closed on or before ninety (90) days from the Effective Date of the Agreement. The exact date for the Closing on the Easements shall be set by the Buyer, with at least (5) days prior notice to the Sellers. This sale shall be closed at a location acceptable to the parties hereto.

   (b) Closing will not occur until after such time as: (i) Sellers secure the written agreement of [Mortgage Holder’s Name] (“Mortgagee”) to the amount and apportionment of the Purchase Price between Sellers and Mortgagee and other interested parties, if any; (ii) Mortgagee
agrees in writing that the Buyer’s Easement across the property described in Exhibit “A” has priority over any interest that Mortgagee may have across the property described in Exhibit “A”; and (iii) Buyer and the Escrow Agent each receive a copy of such written agreement.

4. **COSTS:** The Buyer shall pay all expenses incidental to transfer of the Easements including, but not limited to, recording fees and similar expenses, as well as the cost of recording any corrective instruments required to perfect title to the Easements. This Agreement and the conveyance contemplated herein are made under threat of condemnation or as part of an out of court settlement of condemnation proceedings and are, therefore, immune from documentary stamp tax under Florida **Debt of Revenue v. Orange County**, 620 So.2d 991 (Fla. 1963) and exempt from documentary stamp tax under Rules 12B-4.013 and 12B-4.014, Florida Administrative Code.

5. **CONVEYANCE:** Upon payment of the Purchase Price, Sellers shall convey the Easements to Buyer by Easement Agreement in the form attached hereto as Exhibit "B". 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").

6. **REMEDIES UPON DEFAULT:** If Buyer fails to perform this Agreement within the time specified, the Deposit paid by Buyer may be retained by or for the account of Sellers as liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims; whereupon, Buyer and Sellers shall be relieved of all obligations under this Agreement. If Sellers fail, neglect or refuse to perform this Agreement, Buyer may seek specific performance or elect to receive the return of Buyer’s Deposit without thereby waiving any action for damages resulting from Sellers breach. If, after obtaining a Commitment (as defined in Paragraph 7, below), Buyer learns that the Commitment contains exceptions other than the Permitted Exceptions. Buyer shall notify Sellers, in writing, within fifteen (15) days of Buyer’s receipt of the Commitment, specifying the defects which exist with respect to the title. If such defect in title is not cured, (1) the Deposit shall be returned to Buyer upon demand therefore, whereupon all rights and liabilities arising hereunder shall automatically terminate, or (ii) Buyer may, at its option, elect to waive all conditions of this paragraph and, subject to all the other terms and provisions of this Agreement, and close this transaction as if no such defects in title existed. These shall be the sole remedies of the parties in the event of default under this Agreement.

7. **TITLE INSURANCE:** Buyer may, at its own expense, obtain not later than thirty (30) days from the Effective Date (hereinafter defined), 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 Sellers have good and marketable title in and to the Property, 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 Sellers, in writing, within fifteen (15) days of Buyer's receipt of the Commitment, specifying the defects which exist with respect to the title. Sellers 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 Sellers failure to cure any such defect in title, (1) the Deposit shall be returned to Buyer upon demand therefore, whereupon all rights and liabilities arising hereunder shall automatically terminate, or (ii) Buyer may, at its option, 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.

8. SURVEY: 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, or lands owned by other persons or violate any restrictions, agreements, covenants or applicable governmental regulations, the same shall be treated as a title defect.

9. PUBLIC DISCLOSURE: If the Sellers are a corporation, partnership, limited partnership, trust, or any form of representative capacity whatsoever for others, then ten days prior to a Closing, Sellers shall furnish an Affidavit in compliance with Section 286.23, Florida Statutes.

10. ADDITIONAL DOCUMENTS TO BE DELIVERED AT CLOSING: At the Closing, Sellers shall execute and acknowledge where necessary, and deliver to Buyer, in addition to the documents mentioned elsewhere here, the following:

(a) An affidavit establishing that there are no liens or lien rights for services, labor, or materials 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 Sellers are 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.

(c) An affidavit showing an exemption from the withholding requirements of Section 1445 of the Internal Revenue Code of 1986, as amended.

(d) 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. This Agreement is subject to approval by Tampa Bay Water Board of Directors.

(e) If Seller(s) (are) is a corporation or partnership, Sellers shall deliver such affidavits and instruments as may reasonably be required by Buyer or the Title Company evidencing that Sellers is in good standing in the state of its organization and evidencing the authority of the persons executing the various documents on behalf of Sellers in connection with the closing of this transaction. Such instruments may include, without limitation, certificates of good standing and corporate or partnership resolutions and authorizations appropriate as to the status of Sellers.

11. ATTORNEY'S FEES AND COSTS: 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.
12. **SURVIVAL**: 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.

13. **ESCROW**: Escrow Agent agrees to hold, keep and deliver the Deposit and all other 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 the Deposit and all other 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 the Deposit or any documents delivered to it or pay all sums held by it 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.

Sellers 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 and in good faith with the terms of this Agreement.

14. **ACCESS**: 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 Sellers request, Buyer shall at its own expense correct any damages to the Easements occasioned by Buyer's activities.

15. **TESTING RESULTS**: In the event the results of tests performed on the Easements are found to be below the standards necessary to construct, operate or maintain a public drinking water pipeline, then in that event this Agreement shall be null and void and of no further force and effect, the deposit shall be returned to the Buyer and the parties to this Agreement shall have no further obligations hereunder.

16. **EFFECTIVE DATE**: This Agreement shall be effective as of the date of the signing of this Agreement by the last to sign of Buyer and Sellers (herein "Effective Date").
17. MISCELLANEOUS:

(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. This Agreement is subject to approval by Tampa Bay Water Board of Directors.

(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) Sellers are unaware of any contamination of the property described in Exhibit "A" attached hereto.

(f) No person or entity other than Sellers have 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 Sellers own buildings, structures, improvements, fixtures or personal property located on said real property.

18. EXECUTION: 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.

THIS SPACE LEFT BLANK INTENTIONALLY
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the date and year written below.

WITNESSES:

Sign: ____________________________  Sign: ____________________________

Print: ____________________________  Print: ____________________________

SELLERS:

[ NAME OF SELLER ]

Sign: ____________________________  Sign: ____________________________

[ NAME OF SELLER ]

Print: ____________________________  Print: ____________________________

Date: ____________________________  Date: ____________________________

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ATTEST: 

By: _______________________________  By: _______________________________
    Gerald J. Seeber, General Manager
    _______________________________, Chairman

Date: ______________________________

Approved as to form:

By: _______________________________
    Office of General Counsel

STATE OF FLORIDA
COUNTY OF __________

The foregoing instrument was acknowledged before me this _____ day of ____________, 20___, by
_____________________, as Chairman of Tampa Bay Water, on behalf of Tampa Bay Water. He is
personally known to me or has produced ________________________________ as identification.

By: _______________________________
    Notary Public, State of Florida at Large

Print Name: _______________________

Commission No.: ___________________

My Commission Expires: _______________
NOTE:

A copy of the Easement Agreement is Exhibit B of the Purchase and Sale Agreement. An original Easement must also be delivered to Tampa Bay Water.

- This is an exhibit only and should not be used.
- Format should be reviewed for accuracy.
- Page numbers “Page ___ of ___ “ should be entered at bottom of pages.
- Be sure that all paragraph references are correct.
- Update Chairman’s name as necessary.
- Delete all instruction notes.
PURCHASE AND SALE AGREEMENT (FEE)

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is made and entered into by and between TAMPA BAY WATER, A Regional Water Supply Authority (“Buyer”) and [________________ NAME OF SELLER(S) _____] (“Seller”) and [NAME OF TITLE INSURANCE COMPANY] (hereinafter “Escrow Agent” or “Title Company”).

W I T N E S S E T H :

WHEREAS, Seller has legal title to and possession of certain property located and being in #################################################################### County, Florida, as more particularly described on Exhibit “A” attached hereto and incorporated herein, by reference (the “Real Property”); and

WHEREAS, Buyer desires to purchase the Real Property; 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. PURCHASE PRICE. Seller shall sell to Buyer and Buyer shall purchase from Seller the Real Property for a total purchase price of ________________ Dollars ($_________) (hereinafter the “Purchase Price”), payable at Closing by cashier’s check, bank draft, or certified funds.

2. DEPOSIT. Escrow Agent acknowledges receipt from Buyer of the sum of (enter 10% of purchase price to a rounded amount) Dollars ($_________) cash as a deposit (“Deposit”) to apply to the Purchase Price of the Real Property at the time of Closing as provided in paragraph 3 below (“Closing”).

3. CLOSING. The sale of the Real Property shall be closed on or before ninety (90) days from the Effective Date (as defined below) of this Agreement. The exact date for the Closing on the Real Property shall be set by the Buyer, with at least five (5) days’ prior notice to the Seller. This sale shall be closed at the offices of Escrow Agent or at such other location acceptable to the parties hereto.

4. COSTS. The Buyer shall pay all expenses incidental to transfer of the Easement(s) including, but not limited to, recording fees and similar expenses. Seller shall pay the cost of recording any corrective instruments required to perfect title and taxes for the year of Closing. This Agreement and the conveyance contemplated herein are made under threat of condemnation or as part of an out of court settlement of condemnation proceedings and are, therefore, immune from documentary stamp tax under Florida Dept. of Revenue v. Orange County, 620 So.2d 991 (Fla.
1993) and exempt from documentary stamp tax under Rule 12B-4.014, Florida Administrative Code.

5. **CONVEYANCE.** Upon payment of the Purchase Price, Seller shall convey the Real Property described in Exhibit “A” to Buyer by statutory warranty deed. Said 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 development regulations (the “Permitted Exceptions”).

6. **REMEDIES UPON DEFAULT.** If Buyer fails to perform this Agreement within the time specified, the Deposit paid by Buyer may be retained by or for the account of Seller as liquidated damages, consideration for the execution of this Agreement, and in full settlement of any claims; whereupon, Buyer and 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, or breaches any of its warranties herein, Buyer may seek specific performance or elect to receive the return of Buyer’s deposit(s) without thereby waiving any action for damages resulting from Seller’s breach.

8. **TITLE INSURANCE.** Buyer, at Buyer’s option, may obtain, prior to the Closing of the Real Property, a Marketability Title Insurance Policy (ALTA Form “B” Owner’s) (“Policy”) unqualified, on the Real Property in the amount of the Purchase Price; such Policy to be issued by Title Company. The Commitment shall name Buyer as proposed insured, and shall disclose that Seller has good and marketable title in and to the Real Property, 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), mechanic’s liens, and parties in possession, deleted.

In the event the Commitment for such a Policy shows any exceptions to title other than the Permitted Exceptions, Buyer shall notify Seller, in writing, within fifteen (15) days of receipt of the Commitment specifying the defects which exist with respect to the title. Seller agrees to proceed immediately and diligently to cure any defects in title for which it has received notice hereunder. Seller shall have a period of sixty (60) days after receipt of such written notice within which to cure any such defects in title to the satisfaction of the Title Company and Buyer’s attorneys. Subject to the other terms and provisions of this Agreement, the Sale of the Real Property shall be closed within ten (10) days after written proof of the successful completion of such cure being provided to Buyer; provided, however, no such Closing shall be earlier than the date of Closing as hereinabove provided. If Seller fails to cure the defects within the time provided, Buyer may, at its option, either (a) request return of the Deposit and terminate this Agreement, whereupon all rights and liabilities arising hereunder shall terminate, or (b) waive all conditions of this paragraph and, subject to all the other terms and provisions of this Agreement, close this transaction in the same manner as if no such defects in title existed.

8. **SURVEY.** The Buyer may, at Buyer’s option and at its own expense, obtain a survey of the Real Property, certified in a manner sufficient for issuance of a Policy deleting the survey exception, said certification to include Buyer, Seller, and Title Company. If the survey shows any encroachments or that improvements intended to be located on the Real Property in fact encroach on setback
lines, easements, or lands owned by other persons, or violate any restrictions, agreements, covenants, or applicable governmental regulations, the same shall be treated as a title defect.

9. **ADDITIONAL DOCUMENTS TO BE DELIVERED AT CLOSING:** At Closing, Seller shall execute and acknowledge where necessary, and deliver to Buyer, in addition to the documents mentioned elsewhere here, the following:

   (a) An Affidavit establishing that there are no liens or lien rights for services, labor, or materials furnished to or for the improvement of the Real Property; that there are no unrecorded possessory or other interests in or agreements affecting the Real Property of any kind; that Seller is in sole possession of the Real Property; and that no person or entity other than Seller has access to or has the right of access to or occupancy of the Real 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.

   (b) An Affidavit acknowledging that the sale of the Real Property includes any and all improvements located thereon.

   (c) An Affidavit showing an exemption from the withholding requirements of Section 1445 of the Internal Revenue Code of 1954, as amended.

   (d) All other instruments and documents required by the Title Company affecting title to or possession of the Real Property and necessary to transfer or assign the same to Buyer, as required by this Agreement.

   (e) If Seller is a corporation or partnership, Seller shall deliver such affidavits and instruments as may reasonably be required by Buyer or the Title Company evidencing that Seller is in good standing in the state of its organization and evidencing the authority of the person(s) executing the various documents on behalf of Seller in connection with the Closing of this transaction. Such instruments may include, without limitation, certificates of good standing and corporate or partnership resolutions and authorizations appropriate as to the status of Seller.

10. **PUBLIC DISCLOSURE.** If the Seller is a corporation, partnership, limited partnership, trust, or enters into this Agreement in any form of representative capacity whatsoever for others, then, ten days prior to Closing, Seller shall furnish to Buyer an Affidavit in compliance with Section 286.23, Florida Statutes.

11. **ATTORNEYS’ FEES AND COSTS.** In connection with any litigation arising under this Easement Agreement, the prevailing party shall be entitled to recover its expenses therefore, including reasonable attorney's and legal assistants' fees and costs prior to trial, at trial, and on appeal, in bankruptcy proceedings, and in connection with enforcing or collecting upon any judgment.
12. **SURVIVAL.** 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. The warrantees of Seller herein shall survive Closing.

13. **ESCROW.** Escrow Agent agrees to hold, keep, and deliver said Deposit and all other 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 the Deposit and all other 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 continues; and, in so refusing, Escrow Agent shall make no delivery or other disposition of any of the monies then 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 the Deposit or document or pay all sums held by it (a) to the appropriate party under the terms hereof, or (b) 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 said Escrow Agent from any and all costs, damages, and expenses, including reasonable attorneys’ fees, that Escrow Agent may incur in its compliance of and in good faith with the terms of this Agreement.

14. **ENVIRONMENTAL:** The Real Property has not in the past and is not presently being used for handling, storage, transportation, or disposal of hazardous or toxic materials, and no notice of advice has been received by the Seller of any condition or state of facts that would contribute to a claim of pollution or other damage to the environment by reason of the conduct of any business on the Real Property or any other use of the Real Property.

15. **ACCESS.** The Buyer shall have access to the Real Property described in Exhibit “A” attached hereto, from the Effective Date to the date this Agreement is terminated or default occurs, for the purpose 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 Real Property occasioned by Buyer’s activities.

16. **TESTING RESULTS.** In the event the results of tests performed on the Real Property described in Exhibit “A” attached hereto, in accordance with paragraph 13 above, is found by Buyer in its sole discretion to be below the standards necessary to construct, operate, or maintain Buyer’s public drinking water facilities, then in that event, this Agreement shall, at Buyer’s option, be null and void and of no further force and effect, in which event the Deposit shall be returned to the Buyer, and the parties to this Agreement shall have no further obligations hereunder.

17. **EFFECTIVE DATE.** This Agreement shall be effective when approved by the board of Directors of Tampa Bay Water and signed by both Buyer and Seller (herein “Effective Date”).

18. **MISCELLANEOUS:**

(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 or waiver of any breach hereof shall be binding unless such amendment, modification, alteration, or waiver is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. No waiver of any breach or term hereof shall imply a waiver of any other term or breach hereof.

19. **EXECUTION.** By execution of this Agreement, Seller is deemed to be extending to Buyer an irrevocable offer to sell the Real Property on the terms set forth herein. If, within ninety (90) days from the date of execution by Seller, this Agreement is not fully executed by Buyer, the rights and obligations of Seller 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:

Sign: __________________________
Print Name: ______________________
Sign: __________________________
Print Name: ______________________

SELLER:

By: ____________________________
Print Name: ______________________
Date: ____________________________

Sign: __________________________
Print Name: ______________________
Sign: __________________________
Print Name: ______________________

Page 54
ATTEST:

By: ________________________________
    Gerald J. Seeber, General Manager

BUYER:

TAMPA BAY WATER,
A Regional Water Supply Authority

By: ________________________________
    Mark Sharpe, Chairman

Date: ______________________________

Approved as to form:

By: ________________________________
    Office of General Counsel

STATE OF FLORIDA
COUNTY OF ________________

The foregoing instrument was acknowledged before me this ___ day of _____________, 20___, by Mark Sharpe, as Chairman of Tampa Bay Water, on behalf of Tampa Bay Water. He is personally known to me or has produced _______________________________ as identification.

By: ________________________________
    Notary Public, State of Florida at Large

Print Name: __________________________

Commission No.: _____________________

My Commission Expires: ______________
ATTACHMENT 4
OFFER TO SELL

______________, 2009

IN CONSIDERATION of the sum of TEN and 00/100 DOLLARS ($10.00) and other good and valuable consideration, ___________________________ (“Owner”), as the owner of certain lands specifically described herein, hereby offers to sell an Easement to TAMPA BAY WATER, A Regional Water Supply Authority (“Tampa Bay Water”) the following real property:

See Exhibit “A” attached hereto and by this reference made a part hereof.

This offer is subject to the following terms and conditions:

1. This offer may be withdrawn if not accepted by Tampa Bay Water within sixty (75) days from the date of execution hereof by Owner. (Tampa Bay Water’s Board meets every other month.)

2. The purchase price shall be ________________________ Dollars ($_______.00).

3. Escrow Agent acknowledges receipt from Buyer of the sum of ________________ (typically 10%) Dollars ($______.00) cash as a deposit to apply to the Purchase Price of the Easement at the time of closing.

4. Terms shall be payable at Closing by cashier’s check, bank draft, or certified funds, and closing shall be on or before ninety (90) days from date of acceptance.

5. Tampa Bay Water shall pay all expenses incidental to transfer of title including, but not limited to, recording fees, and similar expenses, as well as the cost of recording any corrective instruments required to perfect title. According to Florida Administrative Code Section 12B-4.002(3)(a), Owner shall pay for documentary stamps.

6. Taxes for the year 2009, and prior years, if any, shall be paid by Owner on or before closing.

7. Owner will convey easement interest at closing by an Easement Agreement in a form acceptable to Tampa Bay Water, free and clear of all encumbrances or liens, except easements and/or restrictions of record acceptable to Tampa Bay Water.

8. THE ACCEPTANCE OF THIS OFFER TO PURCHASE AND THE SUM SPECIFIED HEREIN IS CONTINGENT UPON AND SUBJECT TO APPROVAL BY THE TAMPA BAY WATER GENERAL MANAGER OR THE TAMPA BAY WATER BOARD OF DIRECTORS.
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

By: __________________________
   Print Name: __________________

By: __________________________
   Print Name: __________________

By: __________________________
   Print Name: __________________

Date: _________________________

TAMPA BAY WATER, A Regional Water
Supply Authority

ATTEST:

By: ____________________________
   Gerald J. Seeber, General Manager

Approved as to form:

By: ____________________________
   Office of General Counsel

STATE OF FLORIDA
COUNTY OF ____________

The foregoing instrument was acknowledged before me this ___ day of ________________, 20 ___
, by _______________________, as Chairman of Tampa Bay Water, on behalf of Tampa Bay Water. He/She is personally known to me or has produced __________________________
_____________________________________________ as identification.

By: ____________________________
   Notary Public, State of Florida at Large
   Print Name: ______________________
   Commission No.: ______________
   My Commission Expires: ________

ATTACHMENT 5
Dear Property Owner:

Tampa Bay Water and its consultants, [insert name of consultant company], are nearing completion of the plans for construction of the [insert name of project]. These/This [choose one and delete this comment] water transmission pipeline(s) will connect new surface water sources with new storage and drinking water treatment facilities. These projects are components of a master water plan for the region.

Over the next several weeks and months you may notice increasing activity near your property. Personnel from the Utility Companies, [insert name of survey company] Surveyors, an appraiser, and the consultants may be doing preliminary work. Survey crews may be working in the public right-of-way or in your yard adjacent to the right-of-way. The surveyors are there to perform authorized work and are covered by Florida Statute, 472.029, which grants authority to enter upon private property and any such entry shall not be deemed a trespass. The survey crews may be working along the pipeline corridor several times over the course of the project.

We may or may not need to acquire an easement from you for this project. However, as you are an abutting property owner, I would like to take this opportunity to introduce myself and invite you to call me at the [insert name of consultant company in bold type], office with any questions or concerns you may have as the work progresses. My phone number is [insert consultant's phone number]. I look forward to the opportunity of meeting with you when we begin the acquisition phase of the project.

Sincerely,

[INSERT NAME OF CONSULTANT COMPANY]

[Insert name of Project Manager], Project Manager

LR/cmv
NOTE: Project Manager will update project data.

Dear:

Tampa Bay Water, as Florida’s largest wholesale water supplier, providing drinking water to its member governments — Hillsborough, Pasco and Pinellas counties and the cities of St. Petersburg, Tampa and New Port Richey, is in the process of redeveloping the groundwater resource in the (Insert Location) area. This will be accomplished by means of a project known as the (Insert Project Name), which will (Insert project purpose). The water collection system will take water from the (Insert Project Name) to a proposed (Insert Project Facility & Location).

A large portion of this pipe will be routed in existing road rights of way; however, it is still necessary for some easements to be acquired from private landowners along this route to facilitate this pipeline. (Insert name of Land Agent Company) has contracted with Tampa Bay Water to negotiate the purchases of those easements and act as a liaison to the community for this project. The agent delivering this letter of notification will be your contact throughout the acquisition process. However, if you experience any problems or feel your questions are not answered appropriately, please contact (Name), Consultant Project Manager at (Insert Land Agent Phone Number).

It is the sincere desire of Tampa Bay Water and (Insert Land Agent Company Name) to work with you in reaching a mutually satisfactory agreement for the purchase of the needed property from you. We will negotiate in good faith to purchase the needed property at a fair and reasonable value, but even if negotiations prove to be unsuccessful, we will always do our best to be responsive and sensitive to your needs and situation. Attached is a summary of a proposed schedule of dates that will describe the acquisition process and the time frames to expect.

Sincerely,

(Insert Land Agent Company Name)

(Insert Consultant Land Agent)

Attachment
Projected Schedule of Dates

(Date) to (Date) – Purchase offers will be made to all affected property owners by the acquisition consultant, (Insert Land Acquisition Company Name)

(Date) – On-going negotiations with property owners

(Date) – Agreements are presented for approval by Tampa Bay Water Board and closings are set

(Date) – Due to the aggressive scheduling of this project and complete required production dates, pertinent property information and negotiation summaries will be turned over to Tampa Bay Water’s legal division for preparation of a Resolution of Necessity for presentation to the Tampa Bay Water Board of Directors. Negotiations may continue post-filing for eminent domain action to acquire the needed property.

(Date) – Order of Takings along with continual negotiations.

(Date) – R/W clearing.

(Date) – Construction begins.

(Date) – Project complete date.
The Real Estate Acquisition Process
For
Easement and Fee Parcels

INTRODUCTION

As the owner of real estate which is needed for a water supply project, you hold a key to the region's vital water supply system. Tampa Bay Water has prepared this booklet to help you understand the laws and procedures that Tampa Bay Water must follow in order to purchase your property. It will also explain some of the options during the acquisition process. The information provided here may not answer all of your questions. If you have questions after reading this booklet, please ask us and we will be glad to provide you with answers.

You are assured that we will only purchase the amount of real estate required to meet the public's water supply requirements and that we will make every effort to fairly compensate you. It is our sincere desire to work with you in reaching a mutually acceptable agreement for the purchase of your property and all of our efforts will be directed toward achieving this goal.

Tampa Bay Water will offer to purchase your property for the full amount established as fair market value. To determine this amount, Tampa Bay Water will have an appraisal report prepared by a qualified real estate appraiser. We will also consider your appraisal report, if you elect to have one prepared. If you feel the offer is unacceptable, you may make a counter offer which we will consider as an attempt to arrive at a mutually agreeable value. Tampa Bay Water may elect to file an eminent domain lawsuit if agreement cannot be reached. In an eminent domain trial, a jury determines the compensation due to you for your property.

THE ACQUISITION PROCESS

Early in the acquisition phase of the project you will be sent, or receive personal delivery of, a Certified Letter of Notification that identifies that some or all of your property is necessary. This letter will also identify the nature of the project and provide you with information on how to contact the acquisition agent who will be able to provide you with any additional information you may seek.

Shortly thereafter you will be contacted by an appraiser retained by Tampa Bay Water who will prepare an appraisal report on your property. You are welcome to be present when the appraiser inspects the property and are encouraged to provide any information to the appraiser which may be influential in determining the property's fair market value. Upon completion of the appraisal, Tampa Bay Water will make a written offer to you for the purchase of your property. You are entitled, within fifteen (15) days of request, to a copy of Tampa Bay Water's appraisal report as well as copies of maps, construction plans and other documents, to the extent prepared, depicting your property.

You may obtain your own appraisal of the property to be acquired and have the result of that appraisal considered in the determination of the compensation due you. If we have not completed our appraisal when yours is received we will notify you immediately and will furnish a copy to you when the report is completed.

You do not have to accept Tampa Bay Water's offer of compensation. You may make a counteroffer in the amount you feel is appropriate and your counter offer will be considered as part of the negotiation process.

At your request, Tampa Bay Water will negotiate with any agent you select to represent you. You may choose to be represented by an attorney during negotiations. If you so wish you will need to provide written Attorney Authorization signed by the fee owners of the property and your attorney. Tampa Bay Water will provide you with a suitable form for this authorization. Please note that the initial offer to purchase your property will always be presented directly to you, however, your attorney may be present if you choose.

FILING A BUSINESS DAMAGE CLAIM
If you are currently operating a business on the land being acquired and the provisions of Section 73.071, Florida Statutes and other laws are satisfied, you may be eligible for business damages.

If you intend to file a claim for business damages you must comply with the provisions of section 73.015, Florida Statutes and other applicable laws.

_Tampa Bay Water_ will require an examination of the business records you relied upon to arrive at your estimate of damages. At a minimum, these records may include income tax returns, federal income tax withholding statements, federal miscellaneous income tax statements, state sales tax returns, balance sheets, profit and loss statement, and state corporate income tax returns for the 5 years preceding notification and other records relied upon by you to substantiate your business damage claim. If these records are not provided, Tampa Bay Water is given an opportunity to delay its response to the offer until full information is provided. All business records, as well as any business damage estimates in the possession of Tampa Bay Water may become subject to public review, pursuant to Florida Statutes.

_Tampa Bay Water_ must respond to you business damage offer within 120 days of receipt, by either accepting or rejecting the offer, or making a counteroffer. If we have not completed our analysis when yours is received, we will immediately notify you and will provide you with a copy as soon as it is complete. We will consider your business damage claims in negotiations.

The parties may agree to submit the compensation of business damage claims to non-binding mediation during the pursuit negotiation process. If a settlement is reached, it must be in writing and must incorporate by reference the documents related to the taking upon which the settlement is based. In the event of a settlement, both parties have the same legal rights that would have been available under law if the matter had been resolved through eminent domain proceedings in circuit court with the documents having been made a part of the record.

**PAYMENT OF PROPERTY OWNER’S COSTS**

In order to assist you in gathering information from which to make an informed decision concerning our offer Tampa Bay Water will pay reasonable fees and costs if we are able to reach a mutually acceptable agreement prior to filing an eminent domain lawsuit for one (1) real estate appraisal and/or one (1) business damage estimate. The written appraisal report must be prepared in accordance with the uniform Standards of Professional Appraisal Practices and be received by Tampa Bay Water no later than the date specified in the Letter of Notification. If you elect to have a certified public accountant prepare your business damage estimate they must be licensed in the State of Florida and the written damage estimate report must meet the criteria as described in the section entitled FILING A BUSINESS DAMAGE CLAIM, comply with Rule Chapter 14-103, Florida Administrative Code, meet generally accepted accounting standards, and be received by Tampa Bay Water no later than the date specified in the Letter of Notification. The fees charged for the appraisal and/or the business damage estimate must not exceed the usual and customary rate for the community in which the property is located.

**PAYMENT OF PROPERTY OWNER ATTORNEY FEES**

Payment of attorney fees is based on the benefits you receive from the services rendered by your attorney. The term “benefits” means the difference between the agreed upon settlement amount or final judgment amount, exclusive of interest, and the last written offer made by Tampa Bay Water before you hired an attorney. If a written offer has not been made before you hire an attorney, benefits will be measured from the first written offer after the attorney was hired.

If Tampa Bay Water accepts your initial offer of business damages, or if you accept Tampa Bay Water’s initial counteroffer, attorney fees are based on skill, labor, responsibility incurred and other factors specified in the Florida Statutes. Otherwise fees are based on the difference between the final judgment or settlement of business damages and the counteroffer by Tampa Bay Water.

When we reach an agreement on the value of your property, the payment of fees and costs will take place at or after the real estate closing and will not affect the agreed upon price to be paid to you for the real estate. We will pay the fees and costs directly to you, or at your request and
with your written approval, directly to your attorney, appraiser, and/or accountant. For an appraisal or accountant cost to be paid by Tampa Bay Water, an invoice must be submitted showing the services performed by date, the hourly rate and the total fee.

If we are unable to reach an agreement on the value of the property being acquired, Tampa Bay Water may file, as a last resort, an eminent domain lawsuit. If this should become necessary, please understand that the payment of fees and costs by Tampa Bay Water must be delayed until resolution of the lawsuit.

EMINENT DOMAIN

You may have heard the term “condemnation” applied to government legal actions to acquire property. This is technically called an eminent domain lawsuit and is the right of government to acquire property which is necessary for a public purpose. The governmental entity must pay the property owner full and just compensation for the property acquired.

If we are unable to come to an agreement on the value of your property, Tampa Bay Water may as a last resort, file an eminent domain lawsuit. If this should become necessary your attorney’s fees, based on a schedule provided by law will be paid by Tampa Bay Water. Also, reasonable costs associated with the lawsuit will be paid by Tampa Bay Water as provided by applicable statutes.

If you are claiming business damages and your written offer to settle is not received by Tampa Bay Water within 180 days of you receipt of the Letter of Notification, the court must strike any claim for business damages unless you can show a good faith justification for the failure to submit an offer within the 180 day period. If the court finds that there is a sufficient good faith justification for failing to submit the good faith offer, the court may grant up to an additional 180 days for you to submit the claim.

SOME IMPORTANT INFORMATION

The location of the Acquisition Office is:

________________________________________

________________________________________

________________________________________

________________________________________

Hours: 

(Insert Office Hours)

Your Acquisition Agent is: ______________________________

Telephone Number:

   Phone: ______________________

   Fax: ______________________
ATTACHMENT 7

ATTORNEY AUTHORIZATION
TAMPA BAY WATER

Project No.: 
Section: 
County: 
Parcel(s): 

Dear Sir/Madam:

This is to advise you that we hereby authorize ______ (name of law firm) _________ to represent us in all future dealings in the above-referenced project and parcel(s), and to accept service of process on our behalf, concerning any legal proceedings in eminent domain which may ensue.

______________________________
Owner’s Name

Date: _____________, 2011

This is to advise you that I am authorized to represent ______ (owner’s name) ______ in all future dealings involving your property requirements in the above-referenced project and parcel(s). This is to further advise that I will accept service of process in ______ (his/her/their) _______ behalf in any legal proceedings in eminent domain which may ensue.

______________________________
Attorney’s Name

Date: _____________, 2011
ATTACHMENT 8

STATEMENT OF OFFER

Date

Name
Address
City, State, Zip

Re: Project: Enter Name of Project
Parcel: XXXX.XXP and XXXX.XXT (enter appropriate parcel no.)

Dear ______________:

Enter Name of Firm has been contracted by Tampa Bay Water as its representative for the land acquisition needs of the above mentioned project.

It has been determined that a portion of your property is necessary for the construction, operation, and maintenance of the above referenced Tampa Bay Water project. The property interests required by Tampa Bay Water are a (enter type of facility, i.e. permanent pipeline easement) designated as Parcel XXXX.XXP, and a temporary construction easement designated as Parcel XXXX.XXT over a portion of your property.

______________, MAI, of ________________ has appraisedParcel XXXX.XXP at [offer amount], and Parcel XXXX.XXT at [offer amount]. Subject to the terms and conditions stated in the enclosed Purchase and Sale Agreement (or Offer to Sell), Tampa Bay Water hereby offers to purchase both easements from you for the total sum of [$____________].

Please feel free to contact me at (800) xxx-xxxx, Extension xxx, if you have any questions or comments regarding this offer. Thank you for your consideration.

Sincerely,

Land Agent Name
Title
ATTACHMENT 9

W-9
(Rev. January 2000)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Tampa Bay Water

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☑ Other

Govt. Utility ☐ Exempt from backup withholding

Address (number, street, and apt or suite no.)
2575 Enterprise Road

City, state, and zip code
Clearwater, FL 33763-1102

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Signature of U.S. person

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

• An individual who is a citizen or resident of the United States,
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-3(a) and 7701(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Cat. No. 10231X
Form W-9 (Rev. 1-2005)
**ATTACHMENT 10**

**Tampa Bay Water**

**Closing Check List (Buyer)**

**Project:** 

**Parcel No:** 

**Owner:** 

**Date Agreement Approved By Board:** 

**Scheduled Closing Date:** 

### Pre-closing Activities:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Ordered</th>
<th>Due</th>
<th>Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit Check (order after Board approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(may submit prior to Board approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchase &amp; Sale Agreement fully signed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title Commitment (to be issued 10/15 days from PSA effective date)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Title Exceptions, unless otherwise agreed by Tampa Bay Water,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>cleared prior to or at closing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final sketch &amp; legal reviewed by System Surveyor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(for MWP/CIP projects)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boundary Survey (for fee parcel only) certified to Closing Agent and Buyer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environmental Phase I Assessment (A must for fee purchase)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Settlement Statement (due a minimum of 14 days prior to Closing)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Settlement Check (order 14 days prior To closing)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing Documents reviewed &amp; approved (Due 10 days prior to Closing)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Disclosure Act Affidavit per Section 286.23, Florida Statutes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Due 10 days prior to Closing)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Tax Form 1099-S(or equivalent) signed by seller w/ Taxpayer ID No. at closing if required.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Post Closing Activities:

<table>
<thead>
<tr>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title Insurance Policy received</td>
</tr>
<tr>
<td>Recorded Instruments received</td>
</tr>
<tr>
<td>Property data entered in data base &amp; filed</td>
</tr>
<tr>
<td>Electronic copy of title transfer sent to IT</td>
</tr>
<tr>
<td>Insurance Certificate received</td>
</tr>
<tr>
<td>Copy of fully executed Settlement Statement to Finance, Allen Heath</td>
</tr>
</tbody>
</table>

**NOTE:** If activities do not apply to parcel acquisitions enter not applicable (N/A).
ATTACHMENT 11

TAMPA BAY WATER

PARCEL NUMBERING SYSTEM

Parcel numbers are based upon the project number. Use the base parcel number ending with a two or three digit depending on the total number of parcels in the project. Following are the Master Water Plan project numbers and the correlating parcel numbers.

South Central Hills. Interties & Pipeline 01001 1001.001 (Over 100 parcels.)
Seawater Desalination 01101 1101.01
Tampa Bay Regional Water Treatment Plant 01201 1201.01
TBR Reservoir & Pipeline 01301 1301.01
Offsite Wetland Mitigation 01501 1501.01
Brackish Water Desalinization 02601 2601.01
Brandon/South-Central Connection 04201 4201.01

Fee parcel numbers are identified with the basic project number with no affix: 1201.01

Permanent easement numbers end with a “P”: 1201.01P

Temporary easement numbers end with a “T”: 1201.01T

Parent tracts made up of noncontiguous parcels with one (or more) owner or made up of several contiguous parcels, that may be purchased with separate deeds or may be located in more than one Section, etc. are identified with an “A” and “B”, etc. as follows:

Fee: 1201.01A, 201.01B, etc.
Permanent easements: 1201.01AP, 201.01BP, etc.
Temporary easements: 1201.01AT, 201.01BT, etc.

Monitor Well Easements when acquired individually are given a parcel number which includes the well name: 007.SCHM-01-d
Table 1

TAMPA BAY WATER REAL ESTATE

CRITICAL PATH TASKS

[Flowchart diagram of critical path tasks involving project management and real estate processes]

NOTE: Critical Path is subject to change on a case-by-case or project-by-project basis.
TABLE 2

SCHEDULE OF WELLSITE AND EASEMENT SPECIFICATIONS

1. **WELLSITE SPECIFICATIONS**

The following are guidelines established by the Authority for sighting and configuring the wellhead sites and easements required by this Indenture. These standards are to be tempered by sound engineering judgment in each circumstance taking into consideration the Authority’s needs to efficiently and effectively access and monitor the wellsites and withdraw water therefrom, while balancing the objective of reasonably minimizing adverse impacts upon the Retained Lands. Wellhead sites shall be parcels of not less than one, nor more than four acres in size and unless waived by the Authority shall provide for a minimum of 200 foot setback to protect against potential contamination sources. Unless otherwise agreed by the Authority, the wellheads shall be centered on the parcel.

2. **EASEMENT SPECIFICATIONS**

Water transmission line easement shall conform to the following unless otherwise agreed by the Authority:

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Permanent Easement Width</th>
</tr>
</thead>
<tbody>
<tr>
<td>84”-64”</td>
<td>50’</td>
</tr>
<tr>
<td>60”-54”</td>
<td>45’</td>
</tr>
<tr>
<td>48”-42”</td>
<td>40’</td>
</tr>
<tr>
<td>36”-30”</td>
<td>35’</td>
</tr>
<tr>
<td>24” &amp; smaller</td>
<td>30’</td>
</tr>
</tbody>
</table>

If depth of pipeline cover is in excess of 5 feet, additional easement width may be required to accommodate excavation or other maintenance activities.

Power and other utility easements shall conform to the requirements of the appropriate utility provider.

Temporary construction easements, when required, shall be no less than 30 feet in width.

Easements for permit-required monitoring shallow wells shall be provided for 900 sq. ft. sites (30’ x 30’) for each monitor well, with the well centered on the parcel.

Easements for permit-required monitoring deep wells shall be provided for 0.25 acres sites for each deep monitor well, with the well centered on the parcel.

Access easements to production wellsites and monitor wellsites shall be no less than 20 feet in width for ingress and purposes.