

Prepared by and return to:  
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## **NONEXCLUSIVE PERMANENT EASEMENT**

This Nonexclusive Permanent Easement (the "Easement") is made and entered into this \_\_\_\_ day of May, 2025, by and between the Polk Regional Water Cooperative C'PRWC"), having an address of 330 West Church Street, P.O. Box 9005, Drawer CA01, Bartow, Florida 33831-9005 and the City of Haines City, Florida (the Owner") a Florida municipal, corporation, having an address of 620 East Main Street, Haines City, Florida 33844.

The nature, terms and duration of the Easement which PRWC acquires from Owner as to the real property shown and described on Exhibit "A" are:

The Easement in, upon and through the following described land in the County of Polk, State of Florida to-wit;

SEE ATTACHED EXHIBIT "A" for

Parcel Identification Numbers for and Maps depicting the Easement Area

(the "Easement Area")

(Please note that Polk County Property Appraiser Parcel ID No. 272803000000031040 - PRWC ID No. 2009 Railroad R/W shall be excluded from the Easement Area).

1, The Easement interests and rights acquired by PRWC are the nonexclusive and perpetual right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.

2. In the event that the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact Owner's improvements, PRWC shall, to the extent practicable, relocate or replace with the same, like, or better quality and at their original locations or a near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, well, septic tanks and septic drain fields, that PRWC damaged or cause to be removed, relocated or replaced from the Easement before or during initial construction and

installation of the water transmission line or lines and related fixtures and/or appurtenances. Furthermore, subject to PRWC's acquired easement rights, PRWC will restore the surface of all disturbed areas within the Easement to its original contour and condition, as near as is reasonably practicable.

3. This Grant of Easement shall not be construed as a grant of right of way and is limited to a PRWC Easement. The Owner shall have the right to use the area subject to the Easement granted hereby, including without limitation for improved parking areas, improved driveways, and landscaping, which are not inconsistent with the use of the Easement by PRWC for the purposes granted hereby.

Inconsistent improvements to the use of the Easement by the Owner for the purposes granted hereby, including mounded landscaping, building foundations and overhangs/ foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific written approval of PRWC, the limited use of trees, walls, and mounded landscaping may be utilized within the Easement by Owner.

4. Owner shall not have the right to grant other easements to other parties without the prior written consent of the PRWC. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good or better condition that existed prior to the disturbance activity by PRWC.

5. PRWC hereby agrees to protect, indemnify, and hold harmless the Owner from and against any and all liabilities, losses, damages or expenses, reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, arising on account of, relating to, in connection with loss of life, bodily injury or damage to property, arising out of the use of the Well Site Easement Area by the PRWC and its contractors and agents, except to the extent such liability is finally judicially determined to directly arise from the willful misconduct or negligence of the Owner. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Owner believes is covered by this indemnity, the Owner shall give the PRWC notice of the matter. Any failure or delay of the Owner to notify the PRWC of any such suit, claim or demand shall not relieve the PRWC of its obligations under this provision but shall reduce such obligations to the extent of any increase in those obligations caused solely by any such failure or delay. This provision shall not be construed as a waiver of PRWC's sovereign immunity for torts or an extension of such liability beyond the limits established in Section 768.28, F.S.

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

7. The formation, interpretation and performance of this Easement shall be construed pursuant to and governed by the laws of the State of Florida. In the event of any dispute arising out of this Easement or any instrument given in connection herewith, or in the event it shall become necessary for any party to employ counsel to protect the party under this Easement or any instrument given in connection herewith, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the PRWC's sovereign immunity or extend the PRWC's liability beyond the limits established in Section 768.28, F.S.

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

**IN WITNESS WHEREOF**, Owner has caused these presents to be executed the day and year first written above.

**Witnesses:**

**CITY OF HAINES CITY, FLORIDA**

a Florida corporation

(Witness #1)

\_\_\_\_\_  
Morris West, Mayor-Commissioner

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

Address: \_\_\_\_\_

Grantor(s) Mailing Address: 620 E. Main Street  
Haines City, Florida 33844

\_\_\_\_\_  
(Witness #2)

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

Address: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025 by Morris West, Mayor-Commissioner of CITY OF HAINES CITY, FLORIDA, on behalf of the municipal corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public:

\_\_\_\_\_

Printed/ Typed Name: \_\_\_\_\_

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