**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** ("Agreement") is made and entered into by and between HILLSBOROUGH COUNTY, a political subdivision of the State of Florida ("County"), with an address of 601 E. Kennedy Boulevard, Tampa, Florida 33602, and HILLSBOROUGH SOIL & WATER CONSERVATION DISTRICT, (“District”), having an address of 4503 Coronet Road, Plant City, FL 33566.

**RECITALS**

**WHEREAS**, the County is the fee simple owner of that certain real property located at 4503 Coronet Road, Plant City, Florida, which includes a one-story building consisting of office space and an apparatus bay totaling approximately 4,226 square feet, known as the Old Springhead Fire Station (“Premises”), as depicted on **Exhibit “A”** attached hereto and by this reference made a part hereof; and

**WHEREAS**, the District desires to use the Premises for housing their offices and administrative staff, and for educational opportunities to landowners, land occupiers, the agricultural industry, and the general public in implementing land and water resource protection practices; and

**WHEREAS**, the District is a State of Florida Special District organized under Chapter 582, Florida Statutes, to support natural conservation in Hillsborough County and surrounding areas; and

**WHEREAS,** pursuant to Section 125.38, Florida Statutes, counties are authorized to lease real property to the state or any political subdivision or agency thereof for the purpose of promoting the community interest and welfare, if the board of county commissioners is satisfied that the property is required for such use and is not needed for county purposes; and

**NOW, THEREFORE,** in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

1. **RECITALS.**

The above recitals are true and correct and are incorporated herein by reference.

1. **TERM OF AGREEMENT.**
   * + 1. This Agreement will become effective upon the execution by both parties (“Effective Date”) and will remain in effect for an initial term of five (5) years (“Initial Term”).
       2. The County, in its sole discretion shall have the option to extend this Lease for three (3) additional terms (“Renewal Term”) of two (2) years.
       3. Upon termination of this Agreement, the District shall have thirty (30) days following receipt of written notice (as referred to in Article 2 (c)) to remove any and all personal property belonging to the District. Any personal property remaining in the Premises after said time will become the property of the County. The District shall leave the Premises in clean and good condition, less normal wear and tear.
       4. The authority required to extend the Agreement pursuant to this Article shall be delegated by the Hillsborough County Board of County Commissioners (“BOCC”) to the Director of Facilities Management & Real Estate Services or their designee.
2. **RENT.**

The rent during the Term of this Agreement shall be One Dollar ($1.00) for the entire Term.

1. **SERVICES AND MAINTENANCE RESPONSIBILITIES.**
   * + 1. All services and maintenance responsibilities by the County and Soil & Water are shown on the Service Level Agreement (“SLA”) on **Exhibit “B”**, incorporated herein and attached hereto.
       2. Any minor changes to the SLA which have de minimis impact shall be delegated to the Director of Facilities Management & Real Estate Services Department.
       3. The District shall be responsible for the performance and cost of any repair, renovation, replacement, or improvement not specifically mentioned on the SLA and any changes requested by the District to existing systems, and/or interior/exterior structures or components.
       4. If the District has any issues or questions regarding maintenance and/or services, it shall contact Work Control by calling (813) 272-5112 or E-mailing: [facilitiesworkrequest@hillsboroughcounty.org](mailto:facilitiesworkrequest@hillsboroughcounty.org). For after-hour emergencies between 4:30 PM – 7:30 AM and on weekends, the District shall contact Standby Operations at (813) 927-3236.
2. **MANAGEMENT AND OPERATION OF PREMISES.**
3. The District shall be responsible for the day-to-day management and operation of the Premises.
4. The District shall be responsible for managing the use of the Premises, by developing, procuring, implementing, and managing programs, events, activities, and services to be held on the Premises, either through its many partners, or through other community service organizations (“Approved Third Parties”) as provided for in this Agreement.
5. To the extent necessary, the District may enter into separate written agreements with the Approved Third Parties for the routine operation and provision of services on the Premises. The District shall be solely responsible to the County to ensure that all programs and services provided on the Premises are consistent with the purpose of this Agreement.
6. **RECORD KEEPING AND AUDIT RIGHTS.**
7. The District shall maintain accurate records related to the management and operation of the Premises and shall retain records in accordance with Chapter 119, Florida Statutes.
8. The District shall provide the schedules and audits reports required under OMB Circular A-133 and Chapter 10.550, Rules of the Auditor General, within forty-five (45) days of receipt, if it becomes subject to or is required to complete a single audit under the Florida Single Audit Act and/or the Federal Single Audit Act.
9. During the term of this Agreement and for four (4) years following the termination of this Agreement, the District shall retain and make available to the County all accounts, books and records relating to its management and operation of the Premises. Such inspection and/or audit may be conducted by County personnel and/or an independent auditor/inspector at the sole discretion of the County.
10. **NOTICES.**

Any and all reports, notices, demands, consents, approvals or other communication which are required or may be given under this Agreement shall be in writing, signed by the party (or his/her designee) and shall be deemed to have been duly given if transmitted by hand-delivery with receipt thereof by a nationally recognized overnight delivery service, or by certified mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid, or via electronic mail transmission to the following addresses:

**If to County:** Hillsborough County

Facilities Management and Real Estate Services

601 Kennedy Blvd., 23rd Floor

Tampa, Florida 33602

Attention: Director

Email: MullerJ@HCFL.gov

**If to Soil & Water:** Hillsborough Soil and Water Conservation District

4503 Coronett Road

Plant City, FL 33566

Attention: Joe Walsh, Executive Director

Email: Walshjo@HCFL.gov

or to such other address as a party may have specified in writing to the other party using the procedures contained in this Article. Notices sent (i) via hand delivery shall be deemed delivered when received; (ii) via overnight delivery by a nationally recognized overnight delivery service shall be deemed delivered on the next business day after deposit with such service; (iii) via certified mail, and via electronic mail transmission, shall be deemed delivered on the date of receipt.

1. **COMPLIANCE WITH APPLICABLE LAWS.**

The District hereby covenants and agrees to comply with all applicable federal, state and local laws, ordinances, rules, and regulations promulgated thereunder.

1. **TAXES.**

In the event any taxes, fees or assessments are levied against the Property and Premises, the District shall pay, at its own cost and expense, any such taxes, fees, or assessments.

1. **SIGNAGE.**

The District shall not place any signs on or about the Premises without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. The District agrees to comply with any applicable sign ordinances and to obtain any applicable sign permit(s).

1. **QUIET ENJOYMENT AND NON-DISTURBANCE.**

The County covenants and agrees that the District may and shall peaceably and quietly hold and enjoy the Premises exits for the Agreement term.

1. **COUNTY'S RIGHT TO INSPECT.**

Subject to and on the terms and conditions of this Agreement, the County shall have the right to enter the Premises at any time the purpose of examining or inspecting the same, and for making such repairs or alterations therein as the County deems appropriate.

1. **DESTRUCTION OF PREMISES.**
2. If the Premises are substantially destroyed by fire or other casualty, both the County and the District shall, upon giving written notice to the other, at any time within thirty (30) days from the date of such destruction, have the right to terminate this Agreement.
3. If the Premises are partially damaged by fire or other casualty, or totally destroyed thereby and neither party elects to terminate this Agreement pursuant to the provisions of this Agreement, then Soil & Water agrees, at Soil & Water's sole cost and expense, to restore the Premises to a kind and quality substantially similar to that immediately prior to such destruction or damage. Said restoration shall be commenced within a reasonable time and completed without delay on the part of Soil & Water, and in any event shall be accomplished within one hundred fifty (150) days from the date of the fire or other casualty. The County shall not be liable for any inconvenience or interruption of business of Soil & Water occasioned by fire or other casualty.
4. If the County undertakes to restore, rebuild, or repair the Premises at its sole discretion, and such restoration, rebuilding or repair is not accomplished within one hundred fifty (150) days, the District shall have the right to terminate this Agreement by written notice to the County within thirty (30) days after expiration of said one hundred fifty (150) day period.
5. The County shall not be liable to carry fire, casualty, or extended damage insurance on the person or property of Soil & Water or any person or property which may now or hereafter be placed in the Premises.

**ARTICLE13 CONDEMNATION.**

If during the term of this Agreement or any extension thereof, the whole of the Premises, or such portion thereof as will make the Premises unusable for the use purpose, be condemned by public authority for public use, then, in either event, the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority. The County shall be entitled to the entire award for such taking except for any statutory claim of the District to injury, damage, or destruction of the District 's business accomplished by such taking. This in no way prevents the District from filing a separate claim and retaining any and all awards claimed. If a portion of the Premises is taken or condemned by public authority for public use so as not to make the remaining portion of the Premises unusable for the use purposes, this Agreement will not be terminated but shall continue. In no event shall the County be liable to the District for any business interruption, diminution in use or for the value of any unexpired term of this Agreement.

**ARTICLE 14 INDEMNIFICATION.**

To the extent allowed by law pursuant to the provisions of Section 768.28, Florida Statutes, the District with respect to its use and occupancy of the Premises and the provision of services, agrees, at the County's option, to defend, hold harmless, and indemnify the County, its agents, servants, employees, officers and directors, against any, all and every demand, claim, assertion of liability, or action arising or alleged to have arisen out of any act or omission of the District’s, its agents, servants, subcontractors and employees on the Premises. The obligation of the District to indemnify, defend, and hold harmless the County shall not include any loss or damages caused by the negligent acts or omissions of the County.

**ARTICLE** **15 PROHIBITION AGAINST LIENS.**

The District shall defend and hold harmless the County from any claim or demand, including attorney’s fees, on the part of any person, firm or corporation performing labor or furnishing materials in connection with the construction of any improvements to the Premises undertaken by the District. The District shall not engage in any financing or any other transaction creating any mortgages, mechanic’s or materialman’s liens, or any other encumbrances, liens or claims of any kind upon the County’s fee interest in the Premises or any other land owned by the County. It is distinctly understood and agreed that any person, firm, or corporation furnishing materials or performing labor on behalf of the District on any improvements to the Premises shall look only to the District for any payment, and that no lien or claim shall be allowed to attach to the County’s fee interest in the Premises. In the event that the District shall fail and refuse to pay and discharge any amount of money that may be due for materials furnished or labor performed in connection with the construction of improvements to the Premises undertaken by the District, and such default shall have continued for a period of fifteen (15) days after the County shall have given the District notice of such default, the County may, at its option, declare this Agreement terminated; provided, however, the District shall have the right during said fifteen (15) day period, in accordance with Florida Statutes, to post a surety bond with the Clerk of Circuit Court in and for Hillsborough County, Florida, and have any such lien transferred to said bond, and said action by the District shall cure the default and the County shall have no right of termination pursuant to this Article.

**ARTICLE** **16 INSURANCE.**

1. Commercial Liability Insurance: The District will obtain and keep in force during the Term of this Agreement a policy of commercial liability insurance, including contractual liability insurance, insuring the District against liability arising out of the District’s use and occupancy of the Premises, any common areas, and all areas appurtenant thereto. The insurance will be in an amount of not less than $1,000,000 for injury to or death of one person in any one accident or occurrence and in the amount of not less than $2,000,000 for injury to or death of more than one person in any one accident or occurrence. The insurance will further insure the District against liability for property damage of at least $1,000,000 per accident or occurrence. The insurance can be obtained with a combined single limit per occurrence, subject to being commercially available, of $2,000,000 per location without reduction for events at other locations.
2. Fire Damage Legal Liability: The District will obtain and keep in force during the Term of this Agreement a policy of fire damage legal liability insurance. The insurance will be in an amount of not less than $500,000. The insurance shall be in amounts no less than one hundred percent (100%) of the replacement cost of the buildings and other Commercial Improvements located on the Property (but sufficient to satisfy the requirements of any coinsurance clause).
3. Workers’ Compensation: The District shall comply and provide workers’ compensation insurance coverage for its workers, unless they meet the requirement for an exemption with less than 4 employees (3 or less employees) or no employees. The District shall require and ensure that each of its subtenants complies with these requirements. The District shall also obtain employers’ liability insurance coverage with limits no less than $100,000 for disease, and $500,000 disease policy limit. The District shall require and ensure that each of its subtenants complies with these requirements.
4. Automobile Liability: The District will obtain and keep in force during the Term of this Agreement a policy of Automobile Liability Insurance covering the District's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $300,000 for bodily injury and property damage. Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.
5. Insurance policies will name the County as an additional insured and contain a clause in favor of the County stating that the policy shall not be canceled or modified without thirty (30) days prior written notice to the County. The insurance limits set forth herein will be adjusted from time to time in accordance with the limits customarily maintained in the industry for similar properties in similar locations, provided the insurance limits will never be less than those set forth here. The insurance shall be provided by insurance companies authorized to transact business in Florida, selected by the District and approved by the County.
6. If the District fails to procure and maintain the insurance required by this Article, the County may, but will not be required to procure and maintain the insurance with notice to the District, and at the expense of the District, which expense will be paid by the District upon demand.

**ARTICLE 17 DEFAULT.**

1. Should the District default in the performance of any covenant or agreement herein, and such default continue for fifteen (15) days after receipt by the District of written notice thereof from the County, or if the default of the District is of a type which cannot be reasonably cured within fifteen (15) days and the District has not commenced to diligently cure said default within said fifteen (15) day period, the County may, so long as such default continues, either terminate this Agreement by written notice to the District, which written notice shall specify a date for such termination at least fifteen (15) days after the date of such notice, or not terminate this Agreement as a result of the default of the District.
2. In the event the County terminates this Agreement pursuant to the provisions of this Agreement, the County may then, or at any time, thereafter, re-enter the Premises, or any part thereof, and expel or remove therefrom the District and other persons occupying the same, using such force as may be necessary to do so, and again repossesses and enjoy the Premises.
3. Should the County default in the performance of any covenant or condition herein, and such default continues for thirty (30) days after receipt by the County of written notice thereof from the District, or if the default of the County is a type which cannot be reasonably cured within thirty (30) days and the County has not commenced to diligently cure said default within said thirty (30) day period, then upon thirty (30) days written notice, the District may terminate this Agreement or, in the event County's default is of a type which can be cured by the payment of money, the District may pay any sums necessary to perform any obligation of the County hereunder and collect the cost thereof from the County, which the County agrees to pay within thirty (30) days from the date of the District’s invoice and demand for reimbursement is received by the County.

**ARTICLE 18 EVENTS OF DEFAULT.**

* 1. Soil & Water shall be in default under this Agreement if any one or more of the following events (hereinafter "Events of Default") occur:
     1. Violates Terms. The District shall violate or fail to comply with or perform any of the terms, covenants, or conditions to be performed or observed under this Agreement; or
     2. Prohibited Transfer. The District shall assign, transfer, mortgage, encumber or sublicense the Premises or its interest in the Premises without prior written consent from County; or
     3. Non-Compliance with Law. The District shall violate any federal, state, or local law pertaining to this Agreement and such violation is incurable, or if curable, is not cured with fifteen (15) days after the District is notified or is made aware of such violation; or
     4. Insurance. The District shall fail to maintain the insurance required by this Agreement and such failure continues for a period of fifteen (15) days after notification from the insurer and/or the County; or
     5. Condition of Use of Facility. The District shall fail to utilize the Premises in the manner intended herein, unless such use by the District is disturbed by reason of war, strikes, riots, civil unrest, hurricanes, or other natural disasters or events typically described as "Acts of God"; or
     6. Default Under Other Agreements. Soil & Water shall be in default under any and all other agreements with the County that impact the delivery of services at the Property in the sole discretion of the County.

**ARTICLE 19 EFFECTS OF DEFAULT.**

1. Termination. If at any time an Event of Default shall occur and such Event of Default has not been cured within any applicable cure period set forth herein, it shall be lawful for County, upon election, to declare the Term ended and to re-enter upon the Premises and the improvements situated thereon, or any part thereof or thereon, either with or without process of law, the District hereby waiving any demand for possession of such Premises and any and all improvements then situated thereon, or County may have such other remedy as the law or this Agreement may afford.
   1. Possession. Upon the termination of this Agreement, whether at the election of County or in any other way, the District immediately surrender and deliver up the Premises peaceably to County. If the District shall hold such Premises, or any part thereof, for any period (including a day) after the termination date, it shall be subject to eviction or removal in accordance with law. Any damage which may occur to the Premises due to the District's removal of its equipment and/or personal property shall be repaired by the District at its expense and to County’s reasonable satisfaction.
   2. Preservation of Rights. Nothing contained herein shall be construed as precluding the County from having such remedy as may be and become necessary in order to preserve its rights in the Premises and in this Agreement, even before the expiration of the grace or notice periods provided for in this Agreement if, under particular circumstances then existing, the allowance of such grace or the giving of such notice would prejudice or endanger the rights and estate of the County in this Agreement and to the Premises.
   3. Limitation of Liability. Under no circumstances shall the District be entitled to compensation from the County for any improvements made by the District to the Premises.
   4. Other Remedies. The County shall have all other rights and remedies available at law or in equity.

**ARTICLE 20 RELATIONSHIP OF PARTIES.**

Nothing herein contained shall be deemed to constitute either of the parties hereto as a joint venture, partner, or agent of the other, and neither party shall claim any status which is contrary to the terms of this Agreement. The District is not acting on behalf of the County when carrying out its activities under this Agreement, and the District shall not hold itself out as a County Department nor the District’s employees as County employees.

**ARTICLE 21 NO ASSIGNMENT OR SUBLEASE.**

This Agreement is created solely to allow the use of the Premises by the District as set forth in the Agreement. As such, the District and agrees not to encumber, sublease, transfer, or assign this Agreement or any part of the Premises without the prior written consent of the County, which consent shall be determined in the County’s sole and absolute discretion.

**ARTICLE 22 AUTHORITY TO ENTER INTO CONTRACTS.**

1. The District acknowledges and agrees that it does not have the authority to enter into contracts on behalf of the County for the Property and Premises, even if such contracts are for the sole benefit of the Property and Premises.
2. The District may enter into contracts for the benefit of the District only if (a) such contracts are solely between the District and the other party(ies) to the contract, and (b) such contracts do not financially or otherwise obligate or commit the County and/or the Premises in any way to the other party(ies) to the contract. This provision does not prohibit the District from entering into contracts on its own behalf, provided that such contracts do not obligate or commit the County or Premises in any way.

**ARTICLE 23 FISCAL NON-FUNDING.**

Notwithstanding anything to the contrary contained in this Agreement, the continuation of this Agreement is contingent upon the appropriation of funds by the County to fulfill its requirements under this Agreement. In the event the County terminates this Agreement based on fiscal non-funding, then such termination shall be without penalty or expense to the County, except for expenses that have arisen prior to the termination date.

**ARTICLE 24 HAZARDOUS MATERIALS.**

* 1. The County represents, that to the best of its knowledge, the Property and the Premises are free of hazardous substances or waste, toxic gases, and ignitable products, including, but not limited to petroleum, PCB's, asbestos, radioactive materials or substances known to cause injury or illness that have not been encapsulated or decontaminated.
  2. The District covenants and agrees not to use, store or generate any hazardous materials, gases or substances on or about the Property or the Premises.

**ARTICLE 25 RADON GAS.**

Pursuant to Section 404.056(5), Florida Statutes, which requires notice to be provided to Soil & Water regarding radon gas: RADON GAS is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit.

1. **SUSTAINABILITY.**

The District acknowledges that the County may develop sustainability practices from time to time.  The District shall exercise its best efforts to comply with the County’s sustainability practices and procedures.  More specifically, the District shall comply with the County practices that include but are not limited to the purchase of sustainable products meant to eliminating single use packaging, energy conservation, reduction in utility costs, greenhouse gas emissions and renewable energy. In addition, the District shall comply with the collection, sorting, separation, and recycling of garbage and recyclable materials. The County may refuse to collect or accept from the District any waste that is not separated and sorted, and to require Soil & Water to arrange for such collection at the District’s sole cost and expense, utilizing a contractor satisfactory to County. Questions regarding sustainability practices should be made to: [Sustainability@hillsboroughcounty.org](mailto:Sustainability@hillsboroughcounty.org).

1. **NON-WAIVER.**

The provisions, terms and conditions of this Agreement shall not be construed as a waiver by the BOCC of any rights provided for by any provision of law, including but not limited to Section 768.28, Florida Statutes.

1. **STATEMENT OF ASSURANCE.**

During the performance of this Agreement, the District hereby assures the County that the District is in compliance with Title VII of the 1964 Civil Rights Act as amended and Florida Civil Rights Act of 1992, in that the District does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against Soil & Water's employees or applicants for employment. The District understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance. Furthermore, the District hereby assures the BOCC that the District will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. Other applicable federal and state law, executive orders and regulations prohibiting discrimination as described herein are included within this reference. This statement of assurance shall be interpreted to include Vietnam-Era veterans and disabled veterans within the protective range of its applicability.

1. **EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION.**
2. The District shall comply with Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, Soil & Water contracting and procurement activities, and credit extension practices.
3. The District shall also comply with the requirements of all applicable federal, state, and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.
4. **POLITICAL ACTIVITIES OF NON-PROFITS.**

Pursuant to Board Policy No. 02.12.00.00 the District shall not engage in political activities that promote or oppose a specific candidate.

1. **ADDITIONAL RIGHTS AND REMEDIES.**

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

1. **SEVERABILITY.**

If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reasons whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect if the rights and obligations of the parties continue to be effective.

1. **SURVIVABILITY.**

Any term, condition or obligation which requires performance by either party subsequent to the revocation or termination of this Agreement shall remain enforceable against such party subsequent to revocation or termination, including but not limited to the obligation to indemnify pursuant to Article 14.

1. **GENERAL CONDITIONS.**
2. No waiver of any breach of the covenants, obligations, and conditions of this Agreement to be kept or performed by either party hereto shall be construed to be a waiver of any succeeding breach of the same or any other covenant, obligation, condition or provision hereof. The failure of either party to insist on strict performance of any terms, conditions or covenants of this Agreement shall not constitute a waiver of any subsequent breach thereof. The performance of each and every obligation, condition and provision of this Agreement shall be a condition precedent to the right of Soil & Water to enforce this Agreement against County.
3. Both parties have entered this Agreement, have had the opportunity to be advised by legal counsel respecting the provisions contained herein, and have had the right to approve each and every provision hereof; therefore, this Agreement shall not be construed more stringently against either party as a result of the preparation of this Agreement by or on behalf of either party.
4. Paragraph headings have been included in this Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of this Agreement.
5. **AUTHORITY TO EXECUTE.**

The person(s) executing this Agreement warrant they have the authority to so execute this Agreement and to bind the party on whose behalf they are signing.

1. **GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in Hillsborough County, Florida.

1. **ELECTRONIC SIGNATURES AUTHORIZED.** The parties agree that this Agreement may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

**[The remainder of this page intentionally left blank.]**

**IN WITNESS WHEREOF,** the parties have executed this Agreement the day and year first set above.

**COUNTY:**

**ATTEST**: Cindy Stuart **HILLSBOROUGH COUNTY,** FL

Clerk of the Circuit Court Board of County Commissioners

By: By:

Deputy Clerk Chair

Approved as to Legal Sufficiency

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BOCC Doc.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assistant County Attorney

**DISTRICT:**

(Two Witnesses Required) **Hillsborough Soil and Water Conservation District,**  a Special District.

Witness 1: By:

Print Name:

Witness 2:

Print Name:

**STATE OF FLORIDA )**

**COUNTY OF HILLSBOROUGH )**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024 by \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Hillsborough Soil and Water Conservation District, a Florida Special District. She/He is personally known to me or has produced as identification.

Seal:

Notary Public, State of Florida

Name of Notary Printed, Stamped or Typed