

WATER TOWER LEASE AGREEMENT

THIS WATER TOWER LEASE AGREEMENT (this “**Agreement**” or “**Lease**”) is made and entered into as of the ___ day of _____, 2026, by and between **HARDEE COUNTY**, a political subdivision of the State of Florida (“**Lessor**” or “**County**”), and the **CITY OF WAUCHULA**, a municipal corporation organized and existing under the laws of the State of Florida (“**Lessee**” or “**City**”), collectively referred to as the “Parties.”

RECITALS:

WHEREAS, Lessor is the owner of certain real property located at the Hardee County Civic Center, 770 Rec Complex Drive, Wauchula, Florida 33873 (the “County’s Property”);

WHEREAS, Lessee has entered into a Standard Grant Agreement with the State of Florida Department of Environmental Protection for the project titled, Wauchula Southwest Area Elevated Water Tower with Transmission Lines, for the purpose of constructing drinking water infrastructure in the southwest quadrant of Wauchula (the “Project”);

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, a portion of the County’s Property as more particularly described in Exhibit “A” attached hereto (the “**Leased Premises**”), for the Project for the purpose of constructing, installing, operating, and maintaining an elevated water tower and associated transmission lines to supply potable water to residents, visitors, and future development within the City and County;

WHEREAS, Lessee’s proposed use of Leased Premises will not interfere with public rights or the use of surrounding property; and

WHEREAS, the Parties deem it to be in the best interest of the health, safety, and welfare of City and County residents to enter into this long-term Lease for the construction, installation, operation, and maintenance of the water tower and associated infrastructure.

NOW, THEREFORE, in consideration of the forgoing recitals, the covenants and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Leased Premises.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Leased Premises described in Exhibit “A” attached hereto and incorporated herein by reference, subject to the terms and conditions contained in this Lease. The Lessee’s leasehold interest includes the non-exclusive use of any and all easement rights for access and drainage that are appurtenant to and run with Lessor’s fee interest in the Leased Premises.

3. **Term.** The initial term of this Lease (the “**Initial Term**”) shall be twenty-five (25) years and shall commence on _____, 2026 (the “**Commencement**”

Date”), and shall expire on _____ 2051, unless sooner terminated as provided herein. Lessee shall have the irrevocable and exclusive right and option to extend the Initial Term of this Lease for two (2) additional twenty-five (25) year extension terms (each, an “**Extended Term**”) on the same terms, conditions, and covenants set forth in this Lease unless otherwise provided herein. Any Extended Term shall be exercised only by written notice delivered to the Lessor at least sixty (60) days prior to the expiration of the Initial Term or the prior Extended Term, if applicable. All terms and conditions of this Lease shall remain in effect during any extension period unless modified in writing by mutual agreement of the Parties. For purposes of this Lease, the Initial Term and any Extended Term, if applicable, shall collectively be referred to as the “Term” in this Lease.

4. **Rent.** As consideration for this Lease and for the rights and privileges granted herein, Lessee shall pay to County the sum of Ten Dollars (\$10.00) per year, payable on or before the anniversary of the Lease Commencement Date each year during the Initial Term and any Extended Term. The Parties acknowledge that the nominal rent set forth herein constitutes good and sufficient consideration under Florida law and further acknowledge that Lessee’s construction and operation of the Water Tower Facilities provides substantial public benefit to Lessor and its residents. Lessee shall bear all other costs and expenses related to its use of the Leased Premises, including the cost of construction, operation, maintenance, and utilities.

5. **Taxes and Assessments.** To the extent permitted by law, Lessee shall be responsible for any taxes or special assessments levied or assessed directly against Lessee’s property, improvements, or activities on the Leased Premises. Lessor shall not be responsible for any taxes or assessments resulting from Lessee’s use.

6. **Use of Premises.** The Leased Premises shall be used solely for the purpose of constructing, operating, maintaining, repairing, and replacing a municipal water tower and related utility infrastructure, together with any appurtenant equipment, access drives, utility connections, fencing, and landscaping reasonably necessary to support such use (collectively, the “**Water Tower Facilities**”), in compliance with the requirements of the Lessee’s Standard Grant Agreement with the Florida Department of Environmental Protection. Lessee shall not use or permit the use of the Leased Premises for any purpose inconsistent with this Lease or prohibited by law, ordinance, or regulation. Lessee shall, at its sole cost, obtain and maintain all permits, approvals, and authorizations required by applicable governmental authorities in connection with its use of the Leased Premises and operation of the Water Tower Facilities. Lessee’s use of the Leased Premises shall be in a manner consistent with all applicable environmental, safety, and building codes and shall not unreasonably interfere with Lessor’s use of adjacent property.

7. **Improvements and Ownership.** All structures, fixtures, and improvements constructed or placed on the Leased Premises by Lessee shall remain the property of Lessee unless otherwise agreed in writing.

8. **Assignment and Subletting.** Lessee shall not assign, sublease, transfer, or encumber this Lease or any interest therein without the prior written consent of Lessor, which consent shall not be unreasonably withheld if the assignee is another public entity or a utility authority providing similar public service. Any attempted assignment or sublease without such consent shall be void and shall constitute a material breach of this Lease.

9. **Maintenance and Repair.** Lessee shall, at its sole cost, maintain the Leased Premises and all improvements thereon in a clean, safe, and orderly condition and shall promptly repair any damage caused by its operations. Lessee shall keep the area free from trash, debris, and hazards. Lessee shall provide prompt written notice to Lessor of any significant damage, accident, or condition affecting the Leased Premises or the Water Tower Facilities.

10. **Inspection Rights.** Lessor, through its authorized representatives, may enter upon the Leased Premises at reasonable times to inspect for compliance with this Lease and to perform any lawful governmental function, provided such entry does not materially interfere with Lessee's operations.

11. **Liability; Indemnification; Sovereign Immunity.** Lessee shall, to the extent permitted by law, indemnify, defend, and hold Lessor harmless from any and all claims, damages, or liabilities arising out of Lessee's use or occupancy of the Leased Premises, except to the extent caused by Lessor's sole negligence. Nothing herein shall be construed as a waiver of either Party's sovereign immunity or the monetary limitations of liability contained in section 768.28, Florida Statutes, as amended. The obligations of this Section shall survive the termination or expiration of this Lease.

12. **Insurance.** Lessee, as a governmental entity subject to section 768.28, Florida Statutes, shall maintain liability protection in accordance with Florida law and shall provide written verification of such protection to Lessor prior to commencement of construction and upon request thereafter.

13. **Warranties.** Each Party represents and warrants that it has full authority to enter into this Lease and to perform its obligations hereunder. Lessor warrants that it has the right to grant the leasehold interests in the Leased Premises and that, to the best of its knowledge, no liens or encumbrances materially interfere with Lessee's use and enjoyment of the Water Tower Facilities. Lessee warrants that it will use, operate, and maintain the Leased Premises and Water Tower Facilities in compliance with all applicable laws, regulations, and permits and that its use will not create any hazard, nuisance, or undue risk.

14. **Default and Remedies, Termination.** An "Event of Default" by either Party shall occur if the other Party (i) fails to pay Rent or other amounts due under this Lease within thirty (30) days after written notice, (ii) fails to perform any other material obligation under this Lease within thirty (30) days after written notice, (iii) abandons the Leased Premises or ceases operations of the Water Tower Facilities for ninety (90) consecutive days without the other Party's prior

written consent, or (iv) assigns, subleases, or transfers this Lease or any interest therein without the other Party's prior written consent.

Upon the occurrence of an Event of Default, the non-breaching Party may, in addition to any other remedy available at law or in equity: terminate this Lease upon thirty (30) days' written notice, enter the Leased Premises to perform any obligation required of the defaulting Party (with the defaulting Party responsible for all costs incurred), or seek specific performance, injunctive relief, or any other remedies available under Florida law. The failure of either Party to enforce any provision of this Lease shall not constitute a waiver of any default or limit future enforcement. Lessee's rights under this section specifically protect the City's ability to operate, maintain, and access the Water Tower Facilities without interference from County, while County's rights ensure protection of its property and compliance with lease obligations.

15. During the Initial Term of 25 years and the first extension, this Lease may be terminated only upon an Event of Default. After the expiration of the Initial Term and first extension, this Lease may be terminated by either Party, without cause, upon two (2) years' prior written notice to the other Party, delivered in accordance with the Notices section of this Lease. Upon termination of this Lease for any reason, Lessee shall, at its sole cost and expense, restore the Leased Premises to its original condition, reasonable wear and tear excepted, unless the parties agree in writing, to leave the Water Tower Facilities and improvements in place.

16. **Force Majeure.** The period of time during which either Party is prevented or unavoidably delayed in the performance or the making of any improvement or repairs, or fulfilling any obligation required under this Lease, other than the payment of rent or additional rent, due to fire, catastrophe, strikes or labor troubles, civil commotion, Acts of God, or similar circumstances beyond such Party's reasonable control, shall be added to such Party's time for performance thereof, and such Party shall have no liability by reason thereof; provided, however, that if such performance could have been effectuated by, or any default thereof cured by, the payment of money with respect to any such obligation, then in no event shall the inability of that Party to make available sufficient funds be deemed to be a force majeure.

17. **Quiet Enjoyment.** Lessor covenants and agrees that Lessee, on performing the covenants contained herein, shall and may peaceably and quietly hold and enjoy the Leased Premises during the Term.

18. **Compliance with Laws.** Lessee shall at all times comply with all applicable laws, ordinances, codes, rules, and regulations governing the construction, operation, and maintenance of the Water Tower Facilities.

19. **Records and Public Access.** This Lease and all records generated pursuant to it are subject to public disclosure in accordance with Chapter 119, Florida Statutes (Public Records Law). The Parties shall maintain records in a manner consistent with Florida's public records retention requirements.

20. **Notices.** Any and all notices, demands, consents, approvals or other communication which is required or may be given under this Lease shall be in writing 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, to the following addresses:

If to Lessee: City of Wauchula
Attn: City Manager
126 South 7th Avenue
Wauchula, Florida 33873

With a copy to: GrayRobinson, P.A.
Attn: Kristie Hatcher-Bolin, City Attorney
One Lake Morton Drive
Lakeland, Florida 33801

If to Lessor: Hardee County Board of County Commissioners
Attn: County Manager
412 West Orange Street
Wauchula, Florida 33873

With a copy to: County Attorney
Hardee County
412 West Orange Street
Wauchula, Florida 33873

or to such other contact person or address as a Party may have specified in writing to the other Party using the procedures contained in this Section. 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; and (iii) via certified mail shall be deemed delivered on the date of receipt.

21. **Severability.** If any one or more of the provisions of this Lease should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision shall be null and void and shall be deemed separate from the remaining provisions of this Lease, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

22. **Amendments.** This Lease may not be amended unless such amendment is in writing and duly executed by the Parties hereto.

23. **Entire Agreement.** This Lease contains the final and entire agreement between the Parties hereto with respect to the matters set forth herein and contains all of the terms and

conditions agreed upon with respect thereto, and no other agreements, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist or to bind the Parties hereto; it being the intent of the Parties that neither shall be bound by any term, condition, or representation not herein written.

24. **Headings.** Headings of the Sections in this Lease have been included for convenience and reference only, and the words contained therein shall in no way be held to explain, amplify, or aid in the interpretation, construction or meaning of the provisions of this Lease.

25. **Governing Law.** This Lease shall be governed by the laws of the State of Florida. Venue of any disputes relating to this Lease shall be solely in Hardee County, Florida.

26. **Multiple Counterparts.** This Lease may be executed in more than one counterpart, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by the Parties shall bind the Parties as if they had each executed the same counterpart.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Water Tower Lease Agreement as of the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
HARDEE COUNTY, FLORIDA**, a political subdivision of the State of Florida

(SEAL)

By: _____
Chair / Vice Chair

Date: _____

ATTEST:

Clerk / Deputy Clerk of the Board

As authorized by the Board of County Commissioners at its meeting on:

STATE OF FLORIDA
COUNTY OF HARDEE

The foregoing instrument was acknowledged before this by [] physical presence or [] online notarization this _____ day of _____, 2026, by _____, as _____ of Hardee County, Florida, a political subdivision of the State of Florida, on behalf thereof. He/She [] is personally known to me or [] has produced _____ as identification.

Signatures of Notary Public

[NOTARY SEAL]

Notary Name Typed, Printed or Stamped
My Commission No.: _____
My Commission Expires: _____

[REMAINING SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Water Tower Lease Agreement as of the day and year first above written.

CITY OF WAUCHULA, FLORIDA
a Florida municipal corporation

By: _____
Richard K. Nadaskay, Jr. Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF WAUCHULA, FLORIDA, ONLY

Stephanie Camacho, City Clerk

Kristie Hatcher-Bolin, City Attorney

STATE OF FLORIDA
COUNTY OF HARDEE

The foregoing instrument was acknowledged before this by [] physical presence or [] online notarization this _____ day of _____, 2025, by _____, as _____ of the City of Wauchula, Florida, a political subdivision of the State of Florida, on behalf thereof. He/She [] is personally known to me or [] has produced _____ as identification.

Signatures of Notary Public

[NOTARY SEAL]

Notary Name Typed, Printed or Stamped
My Commission No.: _____
My Commission Expires: _____

DESCRIPTION

A parcel of land being a portion of the East 1/2 of the Southwest 1/4 of Section 8, Township 34 South, Range 25 East, Hardee County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Southwest 1/4 of said Section 8; thence South 89°44'25" West along the North line of the East 1/2 of the Southwest 1/4 of said Section 8, a distance of 1310.87 feet to the Northwest corner of said East 1/2 of the Southwest 1/4; thence South 00°22'55" East along the West line of said East 1/2 of the Southwest 1/4, a distance of 933.94 feet; thence North 90°00'00" East, 33.00 feet to a line 33.00 feet East of and parallel to said West line of the East 1/2 of the Southwest 1/4 for the POINT OF BEGINNING; thence North 00°22'55" West along said parallel line, 911.28 feet to the intersection with the South right-of-way line of Doyle Carlton Road, being a 50.00 foot right-of-way per Hardee County Public Works Division's note card and approved June 14, 1974, defined as being 25.00 on either side of the centerline of Doyle Carlton Road; thence North 89°37'16" East along said South right-of-way line, 1245.13 feet to the intersection with the West right-of-way line of Altman Road, being a 50.00 foot right-of-way per Hardee County Public Works Division's note card approved June 14, 1974, defined as being 25.00 feet on either side of the centerline of Altman Road; thence South 00°17'21" East along said West right-of-way line, 641.90 feet; thence South 00°18'46" East, along said West right-of-way line, 1038.90 feet; thence departing said West right-of-way line, South 44°41'14" West, 16.97 feet to the intersection with a line being 12.00 feet West of and parallel to the West right-of-way line of said Altman Road; thence South 00°18'46" East, along said parallel line, 604.18 feet to the intersection with the South line of the North 3/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 8; thence South 89°44'21" West, along said South line, 20.00 feet to the intersection with a line being 32.00 feet West of and parallel to said West right-of-way line of Altman Road; thence North 00°18'46" West, along said parallel line, 612.44 feet; thence North 44°41'14" East, 16.97 feet to the intersection with a line being 20.00 feet West of and parallel to said West right-of-way line of Altman Road; thence North 00°18'46" West, along said parallel line, 1030.62 feet; thence North 00°17'21" West, along said parallel line, 626.86 feet to the intersection with a line lying and being 15.00 feet South of and parallel to said South right-of-way line of Doyle Carlton Road; thence South 89°37'16" West, along said parallel line, 1210.11 feet to the intersection with a line being 48.00 feet East of and parallel with said West line of the East 1/2 of the Southwest 1/4; thence South 00°22'55" East, along said parallel line, 881.38 feet; thence North 90°00'00" East, 236.74 feet; thence North 00°22'55" West, 128.83 feet; thence North 90°00'00" East, 145.00 feet; thence South 00°22'55" East, 70.00 feet, thence North 90°00'00" West, 130.00 feet; thence South 00°22'55" East, 73.83 feet; thence North 90°00'00" West, 266.74 feet to the POINT OF BEGINNING.

Said parcel containing 92,669 square feet, more or less.

CERTIFICATION

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P Ammermann
Digitally signed by Jeffrey P Ammermann
Date: 2025.05.20 14:52:56 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
AMMERMAN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 3
SEE SHEET 2 AND 3 OF 3 FOR
DESCRIPTION SKETCH, SURVEYOR'S
NOTES, AND LEGEND.

Table with 2 columns: Surveyor/Client Information and Sheet/Date Information. Includes fields for Prepared By, Drawn By, Field Book, Page, Date, and Sheet No.