



Summary of Lift Station Conveyance required documents:

<b>Document:</b>	<b>Comments:</b>
Warranty Deed	Approved form document provided.
Bill of Sale	Approved form document provided.
Seller's Affidavit	Approved form document provided.
Title Insurance	Please provide a draft Title Commitment along with any title exception documents for review. Once acceptable, Developer will need to issue a Title Policy in the amount of the lift station value (construction cost plus land value, with a minimum value of \$250,000).
Closing Statement	Traditional Closing Statement. An acknowledgement should be included for Toho's signature.
Affidavit of Authority – LLC	If land is owned by an LLC, this document is necessary. Approved form document provided.
Affidavit of Authority – Corporation	If land is owned by a corporation and documents are signed by a President or Vice President, this is not necessary.
FIRPTA Certification of Non-Foreign Entity Status	This is only needed if a swap or money/other consideration is exchanged.

**BILL OF SALE AND ASSIGNMENT OF GUARANTIES AND WARRANTIES**

**REGARDING LIFT STATION**

KNOW ALL MEN BY THESE PRESENTS:

That **ENTER SELLER'S NAME**, a Enter State and Type of Entity (the "**Seller**"), for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money (and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged) to it paid by the **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature ("**Toho**"), has granted, bargained, sold, transferred, set over and delivered, and by these presents does hereby grant, bargain, sell, transfer, set over and deliver unto Toho, its successors and assigns, all the goods, rights, title, interests, chattels and properties owned by Seller which are used or held for use by Seller exclusively in connection with those water and/or wastewater systems (including lift stations) of Seller located on the property described on **Exhibit "A"** attached hereto and incorporated herein by this reference, consisting of all water, wastewater, and reclaimed water lines and other related utility and lift station facilities (collectively the "**Utility System**") constructed and used in connection with the provision of water, wastewater, and reclaimed water utility and lift station services. The assets being conveyed hereunder shall hereinafter be referred to as the "**Utility Assets.**"

TO HAVE AND TO HOLD the same unto Toho, its successors and assigns to its and their own use and benefit forever from and after the date hereof.

Seller represents and warrants to Toho that (i) Seller is the sole owner of and has good and marketable title to the Utility Assets, free and clear of all liens, encumbrances, claims and demands; (ii) Seller has not previously sold or assigned the Utility Assets to any other party; and (iii) Seller will freely and fully warrant and defend the Utility Assets against the lawful claims of any person claiming by, through, or under the Seller.

Seller hereby assigns any and all warranties and guaranties it possesses from any third parties relating to the construction and/or installation of the Utility Assets, to the extent such warranties and guaranties are assignable.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale on the \_\_\_\_ day of \_\_\_\_\_, 2024.

**SELLER:**

**ENTER SELLER'S NAME,**  
Enter State and Type of Entity

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**EXHIBIT "A"**

**Legal Description of Lift Station**

SAMPLE

**FIRPTA CERTIFICATE OF NON-FOREIGN ENTITY STATUS**

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

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_, hereafter referred to as "Affiant", as \_\_\_\_\_ of \_\_\_\_\_, a Florida \_\_\_\_\_ ("Transferor"), who being first duly sworn on oath and under penalty of perjury, states as follows:

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445) the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of property and not the disregarded entity. To inform the transferee, TOHOPEKALIGA WATER AUTHORITY, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, that withholding of tax is not required upon the conveyance to transferee of a U.S. real property interest in the real property more particularly described on Exhibit "A" attached hereto, Affiant hereby certifies the following.

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Treasury Regulations).
2. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii).
3. Transferor's U.S. Federal Tax Identification Number is \_\_\_\_\_.
4. Transferor's address is \_\_\_\_\_.

Transferor understands that this certification may be relied upon by the transferee and disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine or imprisonment, or both.

Under penalty of perjury, Affiant declares that she/he has examined this certification and to the best of her/his knowledge and belief it is true, correct and complete, and further declares that she/he has authority to sign this document on behalf of Transferor.

[Signature follows on the next page.]

\_\_\_\_\_, a Florida  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a Florida \_\_\_\_\_, who  is personally known to me, or  produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature  
Print Notary Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

SAMPLE

This instrument prepared by and return to:

**AFFIDAVIT OF LIMITED PARTNERSHIP -**  
**[PARTNERSHIP NAME]**

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

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ (the "**Affiant**"), as \_\_\_\_\_ of \_\_\_\_\_ (the "**General Partner**"), the sole general partner of \_\_\_\_\_ (the "**Partnership**"), whose address is \_\_\_\_\_, who having personal knowledge of the matters set forth below, and after being duly sworn, deposes and states under oath that:

1. Affiant is the \_\_\_\_\_ of the General Partner.
2. General Partner is the sole general partner of the Partnership.
3. The Partnership owns that certain real property situate in \_\_\_\_\_ County, \_\_\_\_\_ more particularly described in Exhibit "A" attached hereto and made a part hereof (the "**Property**").
4. The Partnership is currently in existence under a valid Limited Partnership Agreement dated as of \_\_\_\_\_, (the "**Partnership Agreement**"), which Partnership Agreement has not been amended, and has had a continued existence since its inception.
5. The Partnership Agreement is presently in full force and effect.
6. The name of the Partnership does not contain the name of any limited partner.
7. The Partnership, by and through its General Partner, as the sole general partner of the Partnership, is authorized to execute and deliver: (i) a deed of the Property in favor of TOHOPEKALIGA WATER AUTHORITY, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature ("**Buyer**"), and (ii) any and all other instruments relating thereto as necessary, appropriate or desirable in connection therewith.

8. Check one box:

The deed is in the ordinary course of business and is not a sale of all or substantially all of the assets of the Partnership.

Consents to the sale of the Property to Buyer have been obtained from all necessary partners.

9. Neither the Partnership nor its General Partner is, nor has been, a debtor in a bankruptcy or insolvency proceeding during the existence of the Partnership.

10. This affidavit shall be conclusive as to the facts stated herein, and no party shall be obligated to inquire into the terms of the Partnership Agreement or the authority of the undersigned to execute the documents or instruments described above.

11. Under penalties of perjury, Affiant declares that he has read the foregoing document and that the facts stated in it are true.

[SIGNATURE PAGE FOLLOWS NEXT.]

SAMPLE



FURTHER AFFIANT SAYETH NOT.

Dated \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[Name of Affiant]

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who  is personally known to me, or  produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature  
Print Notary Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

SAMPLE

**EXHIBIT "A"**  
**PROPERTY**

SAMPLE

This instrument prepared by and return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LIMITED LIABILITY COMPANY  
AUTHORIZATION AFFIDAVIT  
OF \*, LLC**

BEFORE ME, the undersigned authority, personally appeared \* ("Affiant"), whose address is \*, who, under oath warrants, represents, deposes and says as follows:

1. The facts and matters contained and recited in this Affidavit are based upon the personal knowledge of the Affiant and are true and correct as of the date of execution of this Affidavit.
2. Affiant is the President and Manager of \*, a Florida limited liability company (the "LLC").
3. The only Members of the LLC are (a) \* and (b) \*.
4. Affiant is the sole manager of the Board of Managers of the LLC.
5. The principal place of business of the LLC is \*.
6. That the LLC is a limited liability company currently in good standing in the State of Florida having filed all required Articles of Organization and any other required documents with the Florida Secretary of State and has otherwise taken any and all action necessary to be and remain current and in good standing with the State of Florida.
7. The Operating Agreement of the LLC provides that the \* of the LLC may deal in the name of the LLC by executing documents conveying, selling or mortgaging the interest of the LLC in real property, which documents and instruments include, but are not limited to, deeds, mortgages, loan documents, assignments, easements, affidavits, closing statements and similar related closing and loan documents.
8. Any person, partnership, corporation, or other business entity dealing with the LLC shall be entitled to rely fully on any documents executed in the name of the LLC provided they are signed by the \* of the LLC in the name of the LLC.
9. Affiant is authorized and empowered to furnish this Affidavit, that it is in all respects in conformity with the Articles of Organization and Operating Agreement of the LLC and there is no provision in the Articles of Organization or Operating Agreement of the LLC limiting the power of Affiant to furnish this Affidavit or which limits the power of Affiant to enter into the conveyance documents described above.
10. This Affidavit is given for the purpose of inducing Tohopekaliga Water Authority ("Toho") to accept a conveyance of the property described in **Exhibit "A"** attached hereto and incorporated herein (the "Property") and to induce \_\_\_\_\_, as agent of \* Title Insurance

Company to issue a Mortgagee's Title Insurance Policy insuring the priority of the mortgage, knowing that said parties are going to rely on the accuracy of the information contained herein.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
Print name: \_\_\_\_\_

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

Sworn to and subscribed by (check one) \_\_\_\_\_ online notarization or \_\_\_\_\_ physical presence, this  
\_\_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Print Notary Name)

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

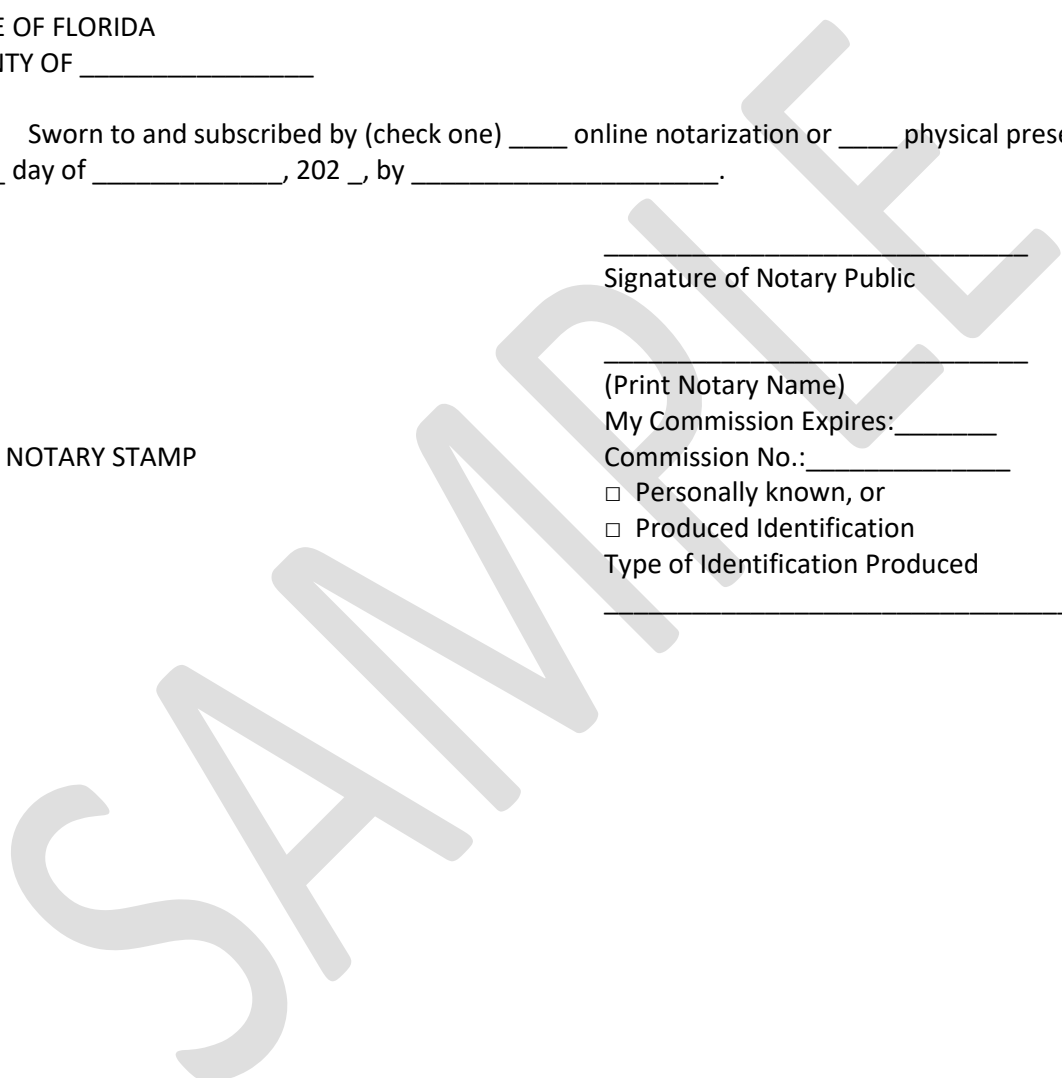
Commission No.: \_\_\_\_\_

Personally known, or

Produced Identification

Type of Identification Produced

AFFIX NOTARY STAMP



**EXHIBIT "A"**  
**Legal Description**

**SELLER'S AFFIDAVIT**

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

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ ("Affiant"), as \_\_\_\_\_ of \_\_\_\_\_, a Florida \_\_\_\_\_ ("Seller"), who being by me first duly sworn, on oath, deposes and says:

1. That the Seller is the owner of the following described property:

See Exhibit "A" attached hereto and incorporated herein (the "Property").

2. That the Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description of record whatsoever, except for real estate taxes for the year 2022 and except for those items mentioned in \_\_\_\_\_ Title Insurance Company Commitment Number \_\_\_\_\_, and that there have been no documents recorded in the Public Records of \_\_\_\_\_ County, Florida subsequent to \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ p.m. which affect title to the Property and that Seller has not entered into any contracts for the sale, disposition, leasing or conveyance of the Property since said date, other than with respect to the conveyance to TOHOPEKALIGA WATER AUTHORITY, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature ("Buyer").

3. That there have been no improvements, alterations, or repairs since acquisition by the Seller to the Property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no construction, mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the Property.

4. That the Affiant knows of no violations of Municipal or County Ordinances pertaining to the Property. There are no unpaid bills, liens or assessments for mowing, water, sanitary sewers, paving or other public utilities or improvements and no notice has been received regarding future or pending assessments for improvements by any government agency or department.

5. That this Affidavit is made for the purpose of inducing the Buyer to acquire said Property from Seller and for the purpose of inducing \_\_\_\_\_ and \_\_\_\_\_ Title Insurance Company to delete certain standard exceptions from the title policy being issued in connection with Buyer's purchase of the Property.

6. That no judgment or decree has been entered in any court in this State or the United States against said Seller which remains unsatisfied.

7. That there are no persons other than Seller in possession of the Property.

8. Affiant further states that she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that she has read, or heard read to her, the full facts of this Affidavit and understands its context.

[Signature follows on the next page.]

SAMPLE

\_\_\_\_\_  
Print name: \_\_\_\_\_

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_, who  is personally known to me, or  produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature

Print Notary Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

SAMPLE

EXHIBIT "A"

**LEGAL DESCRIPTION**

SAMPLE



**SETTLEMENT STATEMENT**

**GRANTOR:** \_\_\_\_\_

**GRANTEE:** **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

**ESCROW AGENT:** \_\_\_\_\_

**SUBJECT PROPERTY:** LIFT STATION AND UTILITY EASEMENT

**DATE OF CLOSING:** \_\_\_\_\_, 202\_\_\_\_\_

**PLACE OF CLOSING:** \_\_\_\_\_, FLORIDA

SAMPLE

**GRANTOR'S EXPENSES**

<u>County Clerk of Court - Transfer Tax –</u>	\$
<u>Deed</u>	
<u>County Clerk of the Court – Recording</u>	\$
<u>Fees (Deed, Authority)</u>	
<u>Title Company – Title Search and Owner’s</u>	\$
<u>Policy (\$[insert policy amount])</u>	
<u>[e-recording company]– E-Recording</u>	\$
	<hr/>
	\$
<b>GRANTOR'S TOTAL EXPENSES OF SALE</b>	

**GRANTEE'S EXPENSES**

	<u>CREDIT GRANTEE</u>	<u>DUE GRANTORS</u>
PURCHASE PRICE	(\$0.00)	\$0.00
<hr/>		
NONE		

The Property is [a portion of] Tax Parcel \_\_\_\_\_ (the "[Overall] Tax Parcel"). Real estate taxes for the year 20\_\_ through the date of conveyance of the Property (the "Conveyance Date"), shall be the sole responsibility of Grantor. Grantee is exempt from the payment of ad valorem taxes; therefore, Grantor shall be responsible for and shall pay the 20\_\_ real estate taxes, if any, for the [Overall] Parcel through the Conveyance Date. The parties agree to cooperate after closing by working with the \_\_\_\_\_ County Tax Collector and/or \_\_\_\_\_ County Property Appraiser in obtaining a final 20\_\_ tax bill for the [Overall] Parcel through the Conveyance Date to Grantee.

The undersigned hereby agrees with the above statement and to pay all charges shown on this Settlement Statement.

**GRANTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GRANTEE:**

**TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This instrument prepared by and return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parcel ID Number: \_\_\_\_\_

NOTE TO RECORDER: This deed is a conveyance of unencumbered property for no consideration and is exempt from documentary stamp tax pursuant to Florida Administrative Code Rule 12B-4.014(2)(b). Minimum documentary stamp tax of \$0.70 is being paid hereon.

**WARRANTY DEED**

**THIS INDENTURE** is made this \_\_\_\_ day of \_\_\_\_\_, 2024 between \_\_\_\_\_, a Florida \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter the "Grantor", and **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741, hereinafter the "Grantee".

**WITNESSETH:** That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in \_\_\_\_\_ County, Florida, as follows:

See Exhibit "A" attached hereto and incorporated herein.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances whatsoever, save and except only for the following, to wit:

1. Ad valorem real property taxes for the year 2024 (which will become a lien on said lands as of January 1, 2024) and any taxes or assessments levied or assessed against said lands subsequent to the date hereof, if any.
2. [Reference permitted title exceptions (which may be attached as Exhibit "B")], the reference to which shall not serve to reimpose the same.

**[Remainder of page intentionally left blank. Signature page to follow.]**

SAMPLE

**IN WITNESS WHEREOF**, the Grantor has duly caused the execution of this Warranty Deed as of the date set forth above.

**WITNESSES:**

Signed, sealed and delivered  
in our presence:

WITNESS #1

x \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\_\_\_\_\_

WITNESS #2

x \_\_\_\_\_

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

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

\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a Florida \_\_\_\_\_, who  is personally known to me, or  produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

**GRANTOR:**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

Print Notary Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION AND SKETCH OF DESCRIPTION FOR  
LIFT STATION PARCEL**

SAMPLE