

**EIGHTH AMENDMENT TO
ENCROACHMENT MANAGEMENT AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND
CONSERVATION FLORIDA
AND ADDING
POLK COUNTY**

This **EIGHTH AMENDMENT TO ENCROACHMENT MANAGEMENT AGREEMENT** (“**Eighth Amendment**”) is made between **THE UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE AIR FORCE** (the “**Air Force**”), **CONSERVATION FLORIDA**, a non-profit corporation incorporated in the State of Florida (“**Conservation Florida**” or “**Eligible Entity**”), and **POLK COUNTY**, a Political subdivision of the State of Florida (“**Polk County**” or “**Eligible Entity**”). Conservation Florida and Polk County are each individually called an “**Eligible Entity**” or collectively referred to as the “**Eligible Entities**”. The Air Force and the Eligible Entities are sometimes collectively referred to as the “**Parties**,” or each may be referred to individually as a “**Party**” in this Eighth Amendment.

WITNESSETH:

WHEREAS, the Air Force and Conservation Florida entered into that certain Encroachment Management Agreement dated September 23, 2020, as amended by that certain First Amendment to Encroachment Management Agreement dated June 5, 2021, Second Amendment to Encroachment Management Agreement dated August 26, 2021, Third Amendment to Encroachment Management Agreement dated March 17, 2022, Fourth Amendment to Encroachment Management Agreement dated September 28, 2022, Fifth Amendment to Encroachment Management Agreement dated April 12, 2023, Sixth Amendment to Encroachment Management Agreement dated September 11, 2023 and Seventh Amendment to Encroachment Management Agreement dated April 30, 2025 (collectively, the “**Agreement**”);

WHEREAS, the Parties have agreed to add Polk County as an additional eligible entity under the Agreement, in order for Polk County to be bound by the terms of the Agreement and to have the authority to use funds that have been obligated by the Air Force under the Agreement;

WHEREAS, the Parties have also agreed to identify additional parcels of interest within the area of interest, in order to satisfy the purposes of the Agreement as provided in Article 4; and

WHEREAS, the Parties agree that this Eighth Amendment shall not otherwise modify the provisions of the Agreement, except as expressly provided herein.

NOW THEREFORE, for and in consideration of good and valuable consideration, mutual covenants and promises of the Parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to this Eighth Amendment as follows:

1. The above recitals are true and correct.

2. Addition of Polk County to Agreement. Polk County is hereby added as an additional Eligible Entity under the Agreement and is bound by all the duties and responsibilities of the Eligible Entity under the Agreement. Therefore, the Agreement is amended as follows:

(a) The first sentence of Article 5.2 is hereby deleted and replaced with the following:

“The individual Acquisition Cost share for each Eligible Entity shall be fifty percent (50%) over the life of the Project under this Agreement, and shall be in cash, cash contributions from other agencies and organizations, and/or agreed in kind services.”

(b) Article 5.5 is added to the Agreement as follows:

“5.5. Conservation Florida and Polk County, each an Eligible Entity under the Agreement, shall each be solely responsible for implementing its own projects within the Area of Interest described in the Agreement, sourcing its own matching funds, and complying with and performing its duties and responsibilities as set forth in the Agreement.”

(c) Article 10.11 is amended to add the following required notice information for Polk County as an Eligible Entity:

Polk County
4177 Ben Durrance Rd
Bartow, FL 33830
863-899-8157

(d) ATTACHMENT 3 (PROGRAM MANAGEMENT) is amended to add the following additional EEPM for Polk County:

Eligible Entity Program Manager (EEPM): Tabitha Biehl, Land & Water Natural Areas Manager, Polk County Parks & Natural Resources Division, 4177 Ben Durrance Rd. Bartow, FL 338830, Phone Number: 863-899-8157, Email: tabithabiehl@polk-county.net

3. Attachment 1-D and Attachment 2-D, which are attached to this Eighth Amendment, are hereby added as additional Attachments to the Agreement.

4. All other terms of the Agreement remain unchanged and in full force and effect and are hereby ratified and confirmed as of the Effective Date of this Eighth Amendment.

5. The Effective Date of this Eighth Amendment shall be the date upon which the last of the Parties executes this Eighth Amendment.

(signatures on following pages)

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have caused this Eighth Amendment to be executed in their names as of the day and year indicated below.

"ELIGIBLE ENTITY"

**CONSERVATION FLORIDA, a non-profit
corporation incorporated in the State of Florida**

By: _____

TRACI DEEN

Executive Director/CEO

Date: _____

"ELIGIBLE ENTITY"

POLK COUNTY

ATTEST:
STACY M. BUTTERFIELD
CLERK OF THE BOARD

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Chair
Board of County Commissioners

Date Signed by Chair: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

"AIR FORCE"

THE UNITED STATES OF AMERICA, acting
by and through **THE SECRETARY OF THE AIR
FORCE**

By: _____
BRENDA L. ROESCH
Director, Installations
Air Force Civil Engineer Center

Date: _____