

POLK REGIONAL WATER COOPERATIVE

FRANK AND ANNE AMORE

RE: PARCEL 2033

PRE-SUIT MEDIATION SETTLEMENT AGREEMENT

COMES NOW, the parties, the POLK REGIONAL WATER COOPERATIVE ("PRWC), and FRANK AMORE, JR. and ANNE AMORE ("OWNERS"), and following a Mediation Conference that took place on Wednesday, October 16, 2024, the parties agreed to the following terms of this Mediation Settlement Agreement:

1. PRWC will pay to the OWNERS, the total sum of ONE HUNDRED AND THIRTY THOUSAND (130,000.00) DOLLARS AND NO CENTS (\$130,000.00), for all claims of compensation for the taking of Parcel 2033, including all improvements, all damages, and all claims for apportionment.
2. PRWC will pay THIRTY-FIVE THOUSAND EIGHT HUNDRED AND FIFTY-FOUR DOLLARS AND 50/XX (\$35,854.50) for all attorney's fees incurred in this matter.
3. PRWC will pay THIRTEEN THOUSAND AND FIFTY-EIGHT DOLLARS AND 38/XX (\$13,058.38) for all expert's fees incurred in this matter.
4. PRWC will construct and restore the driveway and apron to its original condition, or better. All throat distances and width will be restored to the original lengths and widths.

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5. PRWC will replace the 3-board boundary fence along Edwards Road (750 lineal feet +/-) with barbed wire strand fencing (12.5 gauge) on the backside, using new materials that match the existing fencing, with the original spacing of the fence posts. The original fencing is comprised of pressure treated lumber, with 4-5" round pressure treated round posts with a minimum length of 8-feet.
6. PRWC will erect temporary fencing before initiating construction to confine any livestock on Parcel 2033. PRWC will remove and take away the temporary fencing upon the completion of construction on Parcel 2033. Coordination will occur between PRWC and the Owners prior to installing and removal of the temporary fencing.
7. This Agreement is subject to board approval of PRWC. If the Agreement is approved by the board, a closing will be scheduled within ____ days of approval.
8. This Agreement dated October 16, 2024, and attached addendum, if any, contain(s) all the agreements of the parties.

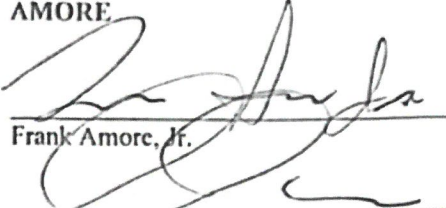
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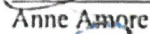
POLK REGIONAL
COOPERATIVE

WATER FRANK AMORE, JR. AND ANNE
AMORE

Right of Way Manager



Frank Amore, Jr.



Anne Amore

Deborah A. Ruster, Esquire
PETERSON & MYERS, P.A.
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**POLK REGIONAL
COOPERATIVE**

WATER

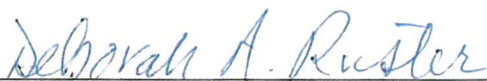
**FRANK AMORE, JR. AND ANNE
AMORE**



Right of Way Manager
EXECUTIVE DIRECTOR

Frank Amore, Jr.

Anne Amore



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