

Temporary Construction Easement Agreement

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("TCEA") is made and entered into as of _____, 2026, by and between **City of Winter Haven**, a Florida municipal corporation ("Grantor" and/or "Owner"), whose address is: Post Office Box 2277, 451 Third Street, N.W., Winter Haven, Florida 33881, and the **Polk Regional Water Cooperative**, a non-profit, special district of the State of Florida, whose address is Post Office Box 9005, Drawer CA01, 330 West Church Street, Bartow, FL 33831-9005, its successors and assigns ("Grantee" and/or "PRWC").

WHEREAS, Grantor is the owner of that certain property described and depicted on Composite Exhibit "A" attached hereto and incorporated herein (the "Property" and/or "Temporary Easement Area"); and

WHEREAS, Grantee has requested, and Grantor has agreed to grant, a non-exclusive temporary construction easement ("Temporary Construction Easement") over and access in, upon, through, under and over the property comprising the Temporary Easement Area to Grantee.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are hereby incorporated by reference.
2. In consideration of the conveyance of this Temporary Construction Easement by the Grantor, the Grantee has agreed to provide the following and, in a manner, type, and location as reasonably determined acceptable to the Grantor, to wit:
 - a. The Temporary Construction Easement interests and rights acquired by PRWC are the temporary right, privilege and authority for access over the Temporary Easement Area, in conjunction with construction of water transmission lines and

such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.

- b. After construction is complete, the lands of the Owner shall be restored to the same, or as good as, condition as existed before construction began at the PRWC's sole cost and expense and in a manner determined reasonably acceptable to Grantor.
- c. The rights granted herein shall expire upon completion of construction within this Temporary Easement Area or thirty-six (36) months from the date this Temporary Construction Easement is recorded, whichever occurs sooner. In addition, at Grantee's expense a Notice of Termination of this Temporary Construction Easement shall be recorded in the Public Records of Polk County, Florida by Grantor.

3. The grant of this Temporary Construction Easement in no way restricts the right and interests of the Grantor to use the Temporary Easement Area for its own purposes, including without limitation the installation of paved and unpaved driveways and roadways, curb cuts or for any other use that is not inconsistent with the rights of the Grantee, nor does the grant of this Temporary Construction Easement restrict the right of Grantor to grant other easements or make other uses of the Temporary Easement Area so long as said grants and uses are not inconsistent with the rights of the Grantee. Notwithstanding the above, none of the easement rights granted to the Grantee shall be held for the benefit of or use by individual members of the general public, but rather for the limited purposes and benefited properties referred to herein.

4. In the event that Grantor and/or Grantee is required by any Governmental Authority (as defined below) or other compelling economic or logistical circumstances to relocate the Temporary Construction Easement granted herein, the party requesting relocation shall give reasonable prior notice of the intended relocation to the other party and shall request the other party's consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. Upon consent being given, the other party

shall reasonably cooperate with said relocation, including, without limitation, executing and recording revised easement agreements. All costs associated with relocation shall be borne solely by the party requesting relocation, and all work performed in connection with such relocation shall be performed in a manner to minimize any disruption to the businesses located on the Property, and/or businesses located off the Property and served by the utilities maintained within the Temporary Construction Easement, or the uses then being made thereon, and shall otherwise be performed in accordance with this TCEA. The party requesting relocation shall provide the other party with copies of all prior and as-built plans, specifications and surveys related to such relocation work as may be requested by the other party.

5. Grantee covenants not to interfere with Grantor's improvements or operations within the Property, shall not cause or permit a construction lien or other lien or encumbrance arising from Grantee's activities to be placed against or upon the Property, and shall clearly notify any contractors, subcontractors, materialmen and other persons performing any work on or delivering materials to the Property on behalf of Grantee that the interest of Grantor is not subject to lien. In the event that any claim of lien, lien or encumbrance is filed against the Property arising from Grantee's activities, Grantee shall, at its sole cost, pay such lien in full or post the necessary bond or bonds and have such claim or lien removed within thirty (30) days of its filing. All work performed by Grantee in connection with the rights granted herein shall be performed in full compliance with all laws, regulations and permits issued or promulgated by applicable Governmental Authorities and applicable to the facilities to be relocated.

6. Mutual Indemnification.

(a) Grantee shall indemnify, defend, and hold the Grantor harmless from and against any and all liability, loss, damage, or expense, including reasonable attorney's fees, which Grantor incurs or suffers as a result of any claims, demands, costs, expenses, litigation, or judgments against Grantor to the extent arising out of or relating to: (i) the negligent or wrongful acts or omissions of Grantee, its employees, contractors, agents, or representatives in connection with Grantee's use and/or occupancy of or presence on the Easement Area; (ii) any Environmental Costs (as defined below) to the extent caused by Grantee's activities within the Easement Area; (iii) any breach of the express terms of this Agreement by Grantee; or (iv) any injury to persons or property on the Property and Easement Area that is caused by Grantee, its employees, contractors, agents, or representatives; provided, however, that Grantee shall not indemnify Grantor for that portion of any loss or damage proximately caused by the negligent or wrongful acts or omissions of Grantor.

(b) Grantor shall indemnify, defend, and hold Grantee harmless from and against any and all liability, loss, damage, or expense, including reasonable attorney's fees, which Grantee incurs or suffers as a result of any claims, demands, costs, expenses, litigation, or judgments against Grantee to the extent arising out of or relating to: (i) the negligent or wrongful acts or omissions of Grantor, its employees, contractors, agents, or representatives; (ii) damage to Grantee's facilities within the Easement Area caused by Grantor, its employees, contractors, agents, or representatives; (iii) any breach of the express terms of this Agreement by Grantor; or (iv) Grantor's interference with Grantee's easement rights granted herein; provided, however, that Grantor shall not indemnify Grantee for that portion of any loss or damage proximately caused by the negligent or wrongful acts or omissions of Grantee.

(c) Notwithstanding the foregoing, Grantee's indemnification obligations with respect to Environmental Costs shall be limited to Environmental Costs arising from or caused by Grantee's activities within the Easement Area, and shall not extend to pre-existing environmental conditions or contamination caused by third parties that are not under the control of and/or agents of Grantee.

Grantee shall cause any third-party contractors engaged by Grantee and performing services on the Property and Temporary Easement Area, prior to performing such services, to provide insurance in favor of the Grantor in types and amounts consistent with industry standards for comparable utility construction projects and that are reasonably acceptable to Grantor, and such insurance coverage shall in no manner be limited by the liability limitations set forth above.

The above indemnity shall survive the termination of this TCEA. As used herein, the following terms have the following meanings:

A. "Environmental Costs" means any and all costs and expenditures, including any fees and expenses of attorneys and of environmental consultants or engineers incurred in connection with investigating, defending, remediating or otherwise responding to any Release of Hazardous Materials, any violation or alleged violation of Environmental Law, any fees, fines, penalties or charges associated with any Governmental Authorization, or any actions necessary to comply with any Environmental Law.

B. "Environmental Law" means any Law, Governmental Authorization or Governmental Order relating to pollution, contamination, Hazardous Materials or protection of the environment.

C. "Governmental Authorization" means any approval, consent, license, permit, waiver, registration or other authorization issued, granted, given, made available or otherwise required by any Governmental Entity or pursuant to Law.

D. "Governmental Authority" means any federal, state, local, foreign, international or multinational entity or authority exercising executive, legislative, judicial, regulatory, administrative or taxing functions of or pertaining to government.

E. "Governmental Order" means any judgment, injunction, writ, order, ruling, award or decree by any Governmental Entity or arbitrator.

F. "Hazardous Materials" means any dangerous, toxic or hazardous pollutant, contaminant, chemical, waste, material or substance as defined in or governed by any Law relating to such substance or otherwise relating to the environment of human health or safety, including any waste, material, substance, pollutant or contaminant that might cause any injury to human health or safety or to the environment or might subject the owner of the Property and Temporary Easement Area to any Environmental Costs or liability under any Environmental Law.

G. "Law" means any constitution, law, statute, regulation, ordinance, principle of common law or treaty of any Governmental Authority.

H. "Regulatory Action" means any Litigation brought or instigated by any Governmental Entity in connection with any Environmental Costs, Release of Hazardous Materials, or any Environmental Law.

I. "Litigation" means any claim, action, arbitration, hearing, investigation, proceeding, litigation or suit (whether civil, criminal or administrative, and whether investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

J. "Release" means the spilling, leaking, disposing, discharging, emitting, depositing, ejecting, leaching, escaping or any other release or threatened release, whether intentional or unintentional, of any Hazardous Material.

Nothing in this Agreement shall be construed as: (a) a waiver of the Parties' respective sovereign immunity under Section 768.28, Florida Statutes; (b) an agreement to indemnify beyond the limits of liability established in Section 768.28, Florida Statutes; (c) consent by a Party to be sued in any forum or jurisdiction other than as provided by applicable law; or (d) an expansion of the Parties' liability beyond that imposed by law.

7. This TCEA and the rights and obligations of the parties hereto shall be binding upon the parties and their respective successors and permitted assigns.

8. In the event of a breach of this TCEA by either party, the other party shall have rights of enforcement and damages then available at law or in equity, including, without limitation, the right to an injunction against such breach by a court of competent jurisdiction and/or specific enforcement. In the event of any dispute between the parties hereto, or their successors and permitted assigns, regarding the enforcement of any provisions of this TCEA, or any right of any party hereto, the prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred in connection with said litigation, whether incurred in trial or on appeal.

9. Assignment. The Grantee may not assign its rights and interests under this TCEA without the prior written consent of Grantor which may be reasonably conditioned, delayed and/or withheld.

10. This TCEA shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically

preempted by federal law. Grantor and Grantee agree that the proper venue with respect to any litigation in connection with this TCEA shall be a Court of competent jurisdiction located in Polk County, Florida.

11. Should any portion of this TCEA be declared invalid or unenforceable, then that portion shall be deemed to be severed from this TCEA and shall not affect the remainder of this TCEA, unless the portion is so material that its severance from this TCEA would alter the intent and purpose of this TCEA.

IN WITNESS WHEREOF, the Grantor has caused this TCEA to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this 23rd day of February, 2026.

By: City of Winter Haven, Florida,
a Florida Municipal Corporation

ATTEST WITH SEAL:

By Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

By William B. Yates
William Brian Yates, Mayor

Approved as to correctness and form:

By Frederick J. Murphy, Jr. 2-23-26
Frederick J. Murphy, Jr., City Attorney

ACKNOWLEDGEMENT

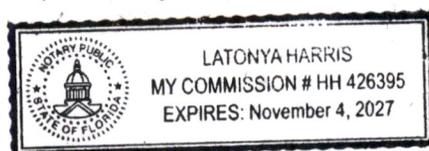
STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned authority, this day personally appeared, by means of physical presence or online notarization, William Brian Yates, as Mayor of the City of Winter Haven, who is personally known to me or who produced a driver's license as identification, and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 23rd day of February, 2026.

My Commission Expires:
November 4, 2027

Latonya Harris
Notary Public in the State of Florida, at large.
(Affix Notary Seal)



IN WITNESS WHEREOF, the Grantee has caused this TCEA to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this _____ day of _____, 2026.

By: Polk Regional Water Cooperative,
a non-profit, special district of the State
of Florida

By: _____
Print Name: _____
Its: _____

WITNESSES:

Witness Signature

Witness Signature

Print Name: _____

Print Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned authority, this day personally appeared, by means of physical presence or online notarization, _____ as _____ of the Polk Regional Water Cooperative, who is personally known to me or who produced a driver's license as identification, and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this ____ day of _____, 2026.

My Commission Expires:

Notary Public in the State of Florida, at large.
(Affix Notary Seal)

COMPOSITE EXHIBIT "A"

DESCRIPTION
9052-TCE

DESCRIPTION:

A parcel of land being a portion of Lot 207, of the plat of WAHNETA FARMS, as recorded in Plat Book 1, Pages 82 through 83 and described in Official Records Book 13418 Pages 462 through 463, both of the Public Records of Polk County, Florida, located in Section 21, Township 29 South, Range 26 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast 1/4 of said Section 21, also being the Northeast corner of said Lot 207 according to said Official Records Book 13418, Pages 462 through 463; thence South 89°18'14" West, along the North line of said Northeast 1/4, also being the South line of 4th Street East according to said Official Records Book 8761, Pages 1454 through 1455, a distance of 450.00 feet to the West line of the East 450.00 feet of said Lot 207; thence South 00°28'17" East, along said West line, 25.00 feet to the intersection with the South right-of-way line of 4th Street East as described in Official Records Book 478, pages 363 through 366; thence continue South 00°28'17" East, along said West line, 35.00 feet for the POINT OF BEGINNING; thence continue South 00°28'17" East, along said West line, 20.00 feet; thence South 89°18'14" West, 803.49 feet; thence North 46°16'27" West, 78.58 feet to the intersection with said South right-of-way line of 4th Street East according to said Official Records Book 478, Pages 363 through 366; thence North 89°18'14" East, along said South right-of-way line, 28.57 feet; thence South 46°16'27" East, 50.00 feet; thence North 89°18'14" East, 795.40 feet to the POINT OF BEGINNING.

Said parcel containing 17,274.68 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: 2025.05.14
11:19:19 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMAN@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 2
SEE SHEET 2 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03
DRAWN BY: S. CHILDS	FIELD BOOK: — PAGE: —	9052-TCE
	DATE: 05/14/2025	SHEET NO. V-01

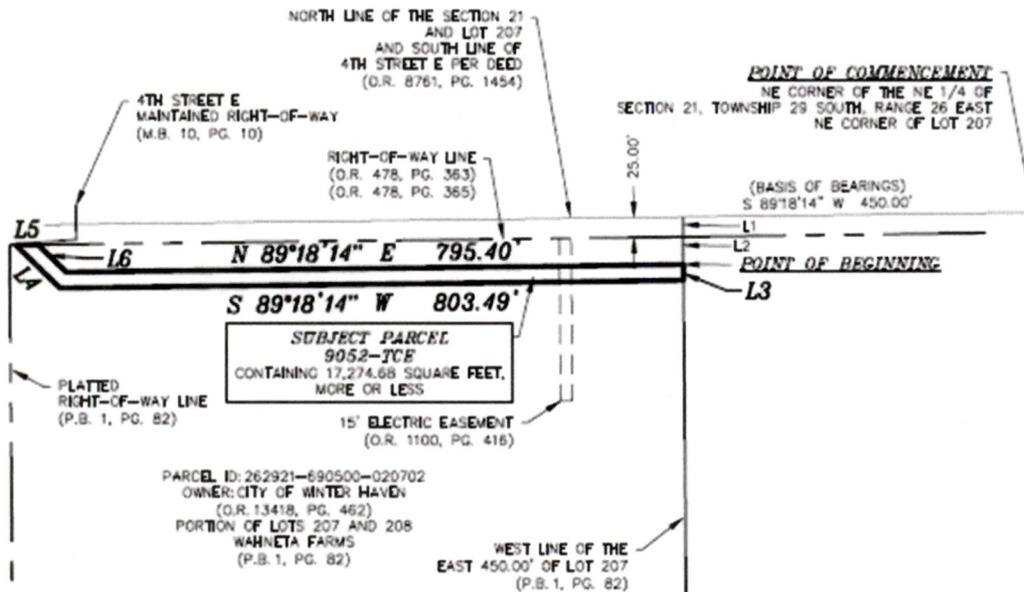
LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
- ID = IDENTIFICATION

DESCRIPTION SKETCH
9052-TCE

SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey.
- 2) The bearings are based on the North line of the Northeast 1/4 of Section 21, Township 29 South, Range 26 East, Polk County, Florida, being South 89°18'14" West.
- 3) See sheet 1 of 2 for description, certification, Surveyor's signature and seal.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°28'17" E	25.00'
L2	S 00°28'17" E	35.00'
L3	S 00°28'17" E	20.00'
L4	N 46°16'27" W	78.58'
L5	N 89°18'14" E	28.57'
L6	S 46°16'27" E	50.00'



SCALE 1" = 200'

SHEET 2 OF 2

CS PROJECT: 8825.03

9052-TCE

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LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

DRAWN BY: S. CHILDS

FIELD BOOK — PAGE: —

DATE: 05/14/2025

SHEET NO. V-01