

**POLK REGIONAL WATER COOPERATIVE**

**Resolution 2026-03**

**PARCEL RESOLUTION OF NECESSITY TO ACQUIRE CERTAIN SPECIFIED PARCELS  
TO IMPLEMENT  
THE SOUTHEAST LOWER FLORIDAN AQUIFER WATER PRODUCTION FACILITY AND  
SOUTHEAST TRANSMISSION LINE PROJECTS**

The Polk Regional Water Cooperative (“Cooperative”), created pursuant to Section 373.713, Florida Statutes, and an Interlocal Agreement pursuant to Section 163.01, Florida Statutes, in lawful session and in regular order of business properly presented, finds that:

**WHEREAS**, the Cooperative as an independent special district created pursuant to Chapter 189, Section 373.713, Florida Statutes and an Interlocal Agreement entered into on June 1, 2016 pursuant to Section 163.01, Florida Statutes by Polk County and 15 municipalities within Polk County (the “Interlocal Agreement”) for the purpose of developing AWS projects to meet the future potable water needs of the citizens of Polk County; and

**WHEREAS**, the Interlocal Agreement was approved by a Final Order of the Secretary of the Florida Department of Environmental Protection on September 26, 2023, pursuant to Section 373.713(1), Florida Statutes; and

**WHEREAS**, in April 2021, the Cooperative and 15 of its member governments entered into the Implementation Agreement for the Southeast Wellfield, which obligates the Cooperative to construct and operate the Southeast Wellfield Project to supply the participating member governments 15.15 million gallons a day of potable water by 2045 (the “Implementation Agreement”); and

**WHEREAS**, the Southeast Wellfield Project consists of the Southeast Lower Floridan Aquifer Water Production Facility (“SELFA WPF”) and the Southeast Transmission Main (“SETM”); and

**WHEREAS**, the Cooperative is in the process of constructing the first phase of the SELFA WPF, which consists of a 5 raw water wells, approximately 10 miles of raw water transmission line and a water treatment plant capable of producing 7.5 million gallons a day of high quality potable water and the SETM, which consists of approximately 61 miles of water transmission pipeline to deliver the finished water from the water treatment plant to the project participants for use in their water service areas; and

**WHEREAS**, pursuant to Cooperative Resolution 2023-06, as amended by Cooperative Resolutions 2024-34 and 2025-05, the Cooperative Board designated the SELFA WPF and SETM Projects as approved projects pursuant to the Interlocal Agreement and the Implementation Agreement; and

**WHEREAS**, pursuant to Cooperative Resolution 2023-06, as amended by Cooperative Resolutions 2024-34 and 2025-05, the Cooperative Board approved the construction of the SEFLA WPF raw water transmission line as depicted in said resolution and the SETM finished water pipeline as depicted in said resolution as necessary, practical and in the best interest of the Cooperative and its member governments and that the acquisition of such property and property rights are needed for such construction is necessary for the performance of its duties and for the construction, reconstruction and maintenance of said facilities for the use of the general public; and that the Cooperative is authorized to make such acquisition by gift, purchase or condemnation.

**WHEREAS**, the Cooperative has been granted the power of eminent domain pursuant to the Interlocal Agreement and Section 163.01(7)(f) and 373.713(2)(e), Florida Statutes for the condemnation of private property interest for public use, and to acquire any interest in such real property as is necessary for the purpose of carrying out the Interlocal Agreement; and

**WHEREAS**, before exercising the power of eminent domain the Cooperative Board of Directors is required to adopt a resolution authorizing the acquisition of property for any purpose set forth in the Interlocal Agreement for the Cooperative's purpose or use subject to limitations set forth in Sections 73.013 and 73.014, Florida Statutes; and

**WHEREAS**, the Cooperative has bifurcated its eminent domain resolution into two separate resolutions; the Project Resolution, authorizing acquisition of property and property rights for the SELFA WPF raw water transmission line and SETM finished water pipeline projects, and the Parcel Resolution, authorizing the parcel acquisition and identifying the specific property and property rights to be acquired for the projects; and

**WHEREAS**, this Resolution constitutes a Parcel Resolution for the Southeast Wellfield Project; and

**WHEREAS**, the Cooperative has determined the need to acquire a non-exclusive permanent easement for construction of the Southeast Wellfield Project on certain lands located in Polk County, Florida, as more fully described in **Exhibit "A"**, the nature, terms and duration of the nonexclusive permanent easement as set forth in **Exhibit "B"**; and

**WHEREAS**, the Cooperative has determined the need to acquire a non-exclusive temporary construction easement for construction of the Southeast Wellfield Project on certain lands located in Polk County, Florida, as more fully described in **Exhibit "C"**, the nature, term and duration of the nonexclusive temporary construction easement as set forth in **Exhibit "D"**; and

**WHEREAS**, absent a relinquishment of the property pursuant to Section 73.013(4), Florida Statutes, land to be acquired will not be conveyed to natural persons or private entities and the land is not being acquired to abate or eliminate a public nuisance or to prevent or eliminate a slum or blight; and

**WHEREAS**, the Cooperative intends in good faith to construct the Southeast Wellfield Project on, under or over the described property; and

**WHEREAS**, the Cooperative has caused to be surveyed the line and area of construction by map or survey and location for the project; and

**WHEREAS**, the Cooperative shall comply with Chapters 73 and 74, Florida Statutes; and

**WHEREAS**, upon compliance with Chapters 73 and 74, Florida Statutes, the Cooperative is hereby authorized to exercise its power of eminent domain to acquire an interest in real property by initiating condemnation proceedings under Chapters 73 and 74, Florida Statutes.

**NOW, THEREFORE, BE IT RESOLVED:**

Section 1. The forgoing findings are incorporated herein by reference and made a part hereof.

Section 2. That after consideration of the factors described in the foregoing recitals, the description of the property and interests described as Parcels (3095-PE) and (3095-TCE) in **Exhibits "A," "B," "C," and "D"** attached hereto and the same is ratified and confirmed and found to be reasonably necessary for the Cooperative's public purpose in constructing the Southeast Wellfield Project.

Section 3. That the Cooperative, its officers, employees, contractors and attorneys are hereby authorized and directed to acquire by negotiation, contract or legal proceedings, including eminent domain proceedings pursuant to Chapters 73 and 74, Florida Statutes, as may be necessary to acquire permanent and temporary construction easements in certain lands located in Polk County, Florida described in **Exhibits "A," "B," "C" and "D."**

Section 4. That the proper offices of the Cooperative are hereby authorized to do all things necessary and proper under the applicable provisions of Chapters 73, 74 and 163, Florida Statutes and the Interlocal Agreement and Implementation Agreements.

Section 5. That this Resolution shall take effect immediately upon its adoption.

Section 6. That if any phrase, portion or part of this Resolution is found to be invalid or unconstitutional by a court of competent jurisdiction, such phrase, portion or part shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remainder of the Resolution.

DONE at Auburndale, Florida this 20<sup>th</sup> day of May, 2026

Southeast Wellfield Project Board of the Polk Regional Water Cooperative:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary/Treasurer

Approved as to Form:

\_\_\_\_\_  
Edward P. de la Parte  
Legal Counsel

## **EXHIBIT A**

### **Nonexclusive Permanent Easement Legal Descriptions**

[See Attached 3 Pages]



*DESCRIPTION*  
*3095-PE*

**DESCRIPTION:**

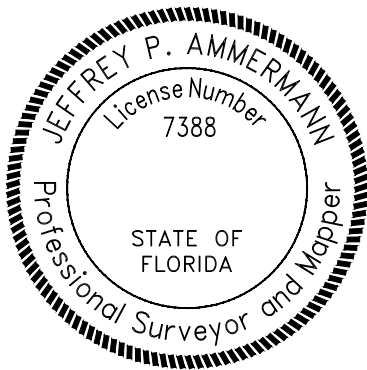
A parcel of land being a portion of the parcel described in Official Records Book 13638, Pages 1787 through 1791, Public Records of Polk County, Florida, as located in Section 35, Township 28 South, Range 27 East, being more particularly described as follows:

BEGIN at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 35; thence North 00°15'42" East, along the West line of the Southeast 1/4 of the Northeast 1/4 of said Section 35; a distance of 35.00 feet; thence North 89°23'56" East, parallel to the South line of said Southeast 1/4 of the Northeast 1/4; a distance of 622.18 feet to the intersection with the East line of said parcel as described in said Official Records Book 13638, Pages 1787 through 1791; thence South 00°30'16" East, along said East line, 35.00 feet to the intersection with said South line of said Southeast 1/4 of the Northeast 1/4; thence South 89°23'56" West, along said South line, 622.65 feet to the POINT OF BEGINNING.

Said parcel contains 21,784.61 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: 2025.11.19  
13:56:23 -05'00'

JEFFREY P. AMMERMANN, P.S.M.  
FLORIDA REGISTRATION PSM 7388  
JAMMERMANN@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

**CS PROJECT: 8825.03**

PREPARED BY: **CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

**3095-PE**

**DRAWN BY: S. CHILDS**

**FIELD BOOK: — PAGE: —**

**DATE: 11/19/2025**

**SHEET NO. V-01**

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**LEGEND:**

- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- D.B. = DEED BOOK
- ID = IDENTIFICATION

**DESCRIPTION SKETCH**  
**3095-PE**

**NOTES:**

- 1) This is not a Boundary survey.
- 2) The bearings are based on the South line of the SE 1/4 of the NE 1/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida, being South 89°23'56" West.
- 3) See sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

PARCEL ID: 272835-000000-012010  
OWNER: KB HOME ORLANDO LLC  
(O.R. 13638, PG. 1787)

WEST LINE OF THE  
SE 1/4 OF THE NE 1/4  
OF SECTION 35 AND WEST  
LINE OF PARCEL  
(O.R. 13638, PG. 1787)

**SUBJECT PARCEL**  
**3095-PE**  
CONTAINING 21,784.61 SQUARE FEET,  
MORE OR LESS

PARCEL LINE  
(O.R. 12843, PG. 2052)

NORTH LINE OF PARCEL II  
(O.R. 13638, PG. 1787)

35.00'

**N 89°23'56" E 622.18'**

35.00'

**L1**

**L2**

**S 89°23'56" W 622.65'**  
(BASIS OF BEARINGS)

SOUTH LINE OF THE  
SE 1/4 OF THE NE 1/4  
OF SECTION 35

**POINT OF BEGINNING**  
NW CORNER OF THE NE 1/4  
OF THE SE 1/4 OF SECTION 35,  
TOWNSHIP 28 SOUTH,  
RANGE 27 EAST

EAST LINE OF PARCEL  
(O.R. 13638, PG. 1787)

**LINE TABLE**

LINE #	BEARING	LENGTH
L1	N 00°15'42" E	35.00'
L2	S 00°30'16" E	35.00'



**SCALE**  
1" = 100'

**SHEET 2 OF 2**

**CS PROJECT: 8825.03**

**PREPARED BY: CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

**3095-PE**

**DRAWN BY: S. CHILDS**

**FIELD BOOK: — PAGE: —**

**DATE: 11/19/2025**

**SHEET NO. V-01**

**EXHIBIT B**

**Nonexclusive Permanent Easement**

[See Attached 2 Page]

The nature, terms and duration of the nonexclusive permanent easement (the "Easement") which the Polk Regional Water Cooperative ("PRWC") acquires from the property owners/interest holders ("Owner") of the real property shown and described on Exhibit "A" are:

The Easement in, upon and through the following described land in the County of Polk, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"  
(the "Easement Area")

1. The permanent perpetual water line Easement interests and rights acquired by PRWC are the perpetual right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.
2. In the event that the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact Owner's improvements, PRWC shall, to the extent practicable, relocate or replace with the same, like, or better quality and at their original locations or as near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields, that PRWC damaged or caused to be removed, relocated or replaced from the Easement before or during initial construction and installation of the water transmission line or lines and related fixtures and/or appurtenances. Furthermore subject to PRWC's acquired easement rights, PRWC will restore the surface of all disturbed areas within the Easement to its original contour and condition, as near as is reasonably practicable.
3. This Grant of Easement shall not be construed as a grant of right of way and is limited to a PRWC Easement. The Owner shall have the right to use the area subject to the Easement granted hereby, including without limitation for improved parking areas, improved driveways, and landscaping, which are not inconsistent with the use of the Easement by PRWC for the purposes granted hereby. Inconsistent improvements to the use of the Easement by Owner for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific written approval of PRWC, the limited use of trees, walls, and mounded landscaping may be utilized within the Easement by Owner.
4. Owner reserves the right to grant permission or other easements to other parties for ingress and egress. In addition, the Owner reserves the right to grant

permission or other easements to other parties for the purpose of installing and maintaining underground utilities, including without limitation, electrical, gas, broadband, fiber optic and cable (but not other water transmission lines), with the prior written consent of PRWC. PRWC shall not unreasonably withhold, condition, or delay its decision concerning such utility easements. Owner's request to grant permission or an easement to other parties must be written and delivered 1) in person, 2) via certified or registered mail (return receipt), or 3) via nationally recognized overnight delivery service to the attention of the Executive Director of the Polk Regional Water Cooperative at the then-current address of the PRWC as reflected on the PRWC website. If after sixty (60) days, PRWC has not responded to Owner's request to grant permission or an easement to other parties, Owner may assume PRWC has granted permission for same. Any permissions or easements granted under this Paragraph prior to Owner's development of the subject property must be perpendicular to the PRWC easement.

5. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good or better condition that existed prior to the disturbance activity by PRWC.

## **EXHIBIT C**

### **Nonexclusive Temporary Construction Easement Legal Descriptions**

[See Attached 3 Pages]



DESCRIPTION  
3095-TCE

DESCRIPTION:

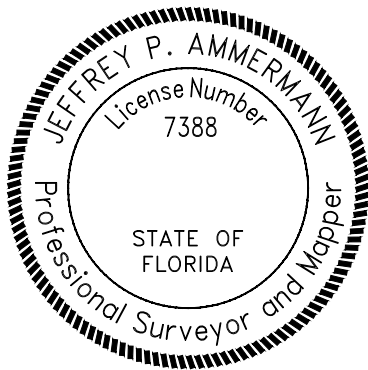
A parcel of land being a portion of the parcel described in Official Records Book 13638, Pages 1787 through 1791, Public Records of Polk County, Florida, as located in Section 35, Township 28 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 35; thence North 00°15'42" East, along the West line of the Southeast 1/4 of the Northeast 1/4 of said Section 35; a distance of 35.00 feet to the POINT OF BEGINNING; thence continue North 00°15'42" East, along said West line, 5.00 feet; thence North 89°23'56" East, parallel to the South line of said Southeast 1/4 of the Northeast 1/4; a distance of 590.82 feet to the intersection with the East line of said parcel described in Official Records Book 13638, Pages 1787 through 1791 Public Records of Polk County, Florida; thence South 00°21'58" East, along said East line, 3.03 feet; thence North 89°24'17" East, along the South line of said parcel described in Official Records Book 13638, Pages 1787 through 1791, a distance of 31.30 feet to the intersection with the East line of the said parcel as described in said Official Records Book 13638, Pages 1787 through 1791; thence South 00°30'16" East, along said East line, 1.97 feet; thence South 89°23'56" West, parallel to the South line of said Southeast 1/4 of the Northeast 1/4, a distance of 622.18 feet to the POINT OF BEGINNING.

Said parcel contains 3,015.96 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: 2025.11.19  
15:47:05 -05'00'

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

CS PROJECT: 8825.03

PREPARED BY: CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

3095-TCE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 11/19/2025

SHEET NO. V-01

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**LEGEND:**

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**DESCRIPTION SKETCH**  
**3095-TCE**

**NOTES:**

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- 3) See sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

PARCEL ID: 272835-000000-012010  
OWNER: KB HOME ORLANDO LLC  
(O.R. 13638, PG. 1787)

WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35 AND WEST LINE OF PARCEL (O.R. 13638, PG. 1787)

**SUBJECT PARCEL**  
**3095-TCE**  
CONTAINING 3,015.96 SQUARE FEET,  
MORE OR LESS

EAST PARCEL LINE (O.R. 13638, PG. 1787)

SOUTH PARCEL LINE (O.R. 13638, PG. 1787)

L1 L2

POINT OF BEGINNING

**N 89°23'56" E 590.82'**

L3 L4 L5

**S 89°23'56" W 622.18'**

S 89°23'56" W (BASIS OF BEARINGS)

SOUTH LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35

POINT OF COMMENCEMENT

NW CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST

**LINE TABLE**

LINE #	BEARING	LENGTH
L1	N 00°15'42" E	35.00'
L2	N 00°15'42" E	5.00'
L3	S 00°21'58" E	3.03'
L4	N 89°24'17" E	31.30'
L5	S 00°30'16" E	1.97'

EAST LINE OF PARCEL (O.R. 13638, PG. 1787)



**SCALE**  
1" = 100'

**SHEET 2 OF 2**

**CS PROJECT: 8825.03**

**PREPARED BY: CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

**3095-TCE**

**DRAWN BY: S. CHILDS**

**FIELD BOOK: — PAGE: —**

**DATE: 11/19/2025**

**SHEET NO. V-01**

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## **EXHIBIT D**

### **Nonexclusive Temporary Construction Easement**

[See Attached 1 Page]

The nature, terms and duration of the nonexclusive temporary construction easement (the "Easement") which the Polk Regional Water Cooperative ("PRWC") acquires from the property owners/interest holders ("Owner) of the real property shown and described on Exhibit "A" are:

The Easement in, upon and through the following described land in the County of Polk, State of Florida to-wit:

SEE ATTACHED EXHIBIT "A"  
(the "Easement Area")

1. The Easement interests and rights acquired by PRWC are the right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.
2. 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.
3. Within a reasonable time after construction is complete, paving, grassed areas and other improvements will be replaced by PRWC.
4. The rights granted herein shall expire upon completion of construction within this Easement or sixty (60) months from the date the Easement is established, whichever occurs sooner.