

# **Polk County Polk Regional Water Cooperative**

## **Meeting Agenda - Final**

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**March 20, 2024 POLK REGIONAL WATER COOPERATIVE  
Lake Myrtle Sports Complex**

**Join Zoom Meeting**  
**<https://us02web.zoom.us/j/85303231955?pwd=eVNBOGRGQTZwcmJ5U3NFQkVhSVB1QT09>**  
**Meeting ID: 853 0323 1955**  
**Passcode: 306174**  
**One tap mobile**  
**+13052241968,,85303231955**

- A. Call To Order - 2:00 p.m.**
- B. Recognition of new primary/alternate appointees of members**
- C. Agenda Revisions**
- D. Public Comments (Limited to 3 minutes)**
- E. Consent Items**
  - E.1. Approve January 2024 BOD Regular Meeting Minutes (Action)
- F. Regular BOD Items**
  - F.1. Update on Business Plan Report, Budgeting Information, and Member Revenue Options (Information)
  - F.2. Accept Independent Auditors Report for Fiscal Year 2023 (Action)
  - F.3. Approve PRWC Conservation Project Implementation Agreement (Action)
  - F.4. Authorize Staff to Advertise for Well Construction Services for West Polk Test Production Well (TPW) #2 and Southeast Production Wells 9, 10, 11 and 14 (Action)
- G. Recess Regular BOD/Commence Combined Projects BOD**
- H. Recess Combined Projects BOD/Commence Southeast Wellfield BOD**
  - H.1. Approve the Guaranteed Maximum Price for Transmission System Early Construction Package 2A (Action)
  - H.2. Update on Southeast Wellfield Project (Information)

- H.3. Adopt Resolution 2024-07 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #11A) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)
- H.4. Adopt Resolution 2024-08 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #11B) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)
- H.5. Adopt Resolution 2024-09 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #11C) to Implement the Southeast Lower Florida Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)
- H.6. Adopt Resolution 2024-10 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #11D) to Implement the Southeast Lower Florida Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)
- H.7. Adopt Resolution 2024-11 to Confirm PRWC's Intentions to Use State Lands for the Southeast Wellfield Project (Action)
- H.8. Adopt Resolution 2024-12 to Amend Resolutions 2022-12 and 2023-05 Authorizing the Executive Director to Execute and Record Declarations of Restrictive Covenant Pursuant to FDEP Grant Agreements and to Ratify Declarations of Restrictive Covenants Executed Prior to the Amended Resolutions (Action)

**I. Recess Southeast Wellfield BOD/Commence West Polk BOD**

- I.1. Elect Officers for the PRWC West Polk Board of Directors for Remainder of FY2024 (Action)
- I.2. Update on West Polk Wellfield Project (Information)

**J. Recess West Polk BOD/Commence Regular BOD**

**K. Open Discussion**

**L. Chair / Executive Director Report**

**M. Adjournment**

In accordance with the American with Disabilities Act, persons with disabilities needing special accommodations to participate in this proceeding should contact the Polk County Communications Office not later than forty eight hours prior to the proceeding. Their offices are located in the Neil Combee Administration Building, 330 West Church Street in Bartow. Telephone (863) 534-6090, TDD (863) 534-7777 or 1-800-955-8771, Voice Impaired 1-800-955-8770 via Florida Relay Service.

If a person decides to appeal any decision made by the board with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Polk County  
Polk Regional Water Cooperative

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Agenda Item E.1.

3/20/2024

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**SUBJECT**

Approve January 2024 BOD Regular Meeting Minutes (Action)

**DESCRIPTION**

The Board of Directors (BOD) will consider approval of the minutes for:

- Regular PRWC BOD meeting - January 24, 2024

**RECOMMENDATION**

Recommend approval of minutes for referenced meeting.

**FISCAL IMPACT**

No fiscal impact.

**CONTACT INFORMATION**

Eric DeHaven



## Polk Regional Water Cooperative

### Board Meeting Minutes

January 24, 2024 – 2:00 PM  
Lake Myrtle Sports Complex  
2701 Lake Myrtle Park Road  
Auburndale, FL 33823

Zoom Meeting

<https://us02web.zoom.us/j/85042423900?pwd=OXBBOUlycXdwcVJkOGpSSGdHTSs2dz09>

Meeting ID: 850 4242 3900

Passcode: 790085

### Member Governments in Attendance:

#### Member Government

City of Auburndale  
City of Bartow  
City of Davenport  
City of Dundee  
City of Eagle Lake  
City of Fort Meade  
City of Frostproof  
City of Haines City  
City of Lake Alfred  
Town of Lake Hamilton  
City of Lake Wales  
City of Lakeland  
City of Mulberry  
City of Polk City  
City of Winter Haven  
Polk County

#### Representative

Commissioner Keith Cowie, Primary  
Vice Mayor Trish Pfeiffer, Primary  
Commissioner Tom Fellows, Primary  
Commissioner Bert Goddard, Primary  
In Absence, Commissioner Randy Billings, Primary  
Commissioner James Watts, Primary  
In Absence, Vice Mayor Austin Gravley, Primary  
Commissioner Morris West, Primary  
Commissioner Charlie Lake, Primary  
Mayor Mike Kehoe, Primary  
Commissioner Keith Thompson, Primary  
Mayor Bill Mutz, Primary (Vice Chair)  
In Absence, Commissioner Collins Smith, Primary  
Mayor Joe LaCascia, Primary  
Mayor Nathaniel Birdsong, Primary (Secretary/Treasurer)  
Commissioner George Lindsey, Primary (Chair)

#### A. Call to Order

Chairman Lindsey called the meeting to order.

#### B. Recognition of new primary/alternate appointees of members

Member roll call around the table was requested by **Chairman Lindsey**.

**Commissioner Cowie** (Auburndale) introduced **Commissioner Alex Cam** as the new alternate member from Auburndale. **Vice Mayor Pfeiffer** (Bartow) introduced herself as the new primary member from Bartow.



C. Agenda Revisions

**Chairman Lindsey** asked if there were agenda revisions and if announcements were needed.

**Director DeHaven** stated there were no agenda revisions and he will hold announcements until the end of the meeting.

D. Public Comments:

**Chairman Lindsey** asked if any members of the public wished to address the Board.

**Ms. Leigh Reiner**, 470 Goldenrod, Auburndale indicated a desire to speak. **Ms. Reiner** is a life-long resident and came to speak on potable water. She stated her concerns over future potable water availability, the cost and the infrastructure needs, and the need to stop development until there is enough potable water.

E. Consent Items

E.1. Approval of the Board of Directors meeting minutes from November 16, 2023

**Chairman Lindsey** asked if the members had any concerns or questions on the consent items. He asked for a motion and second to approve the November 16 2023 BOD meeting minutes.

Motion to Approve the November meeting minutes made by **Commissioner Lake** and seconded by **Commissioner Fellows**. Motion was unanimously approved.

E.2. Approval of the Peace River Protocol Agreement with the Peace River Manasota Regional Water Supply Authority

**Chairman Lindsey** asked **Mr. Ed de la Parte** (PRWC General Counsel) to provide a brief background of this item.

**Mr. de la Parte** provide a brief summary of the presentation provided to the Board at the November BOD meeting.

**Chairman Lindsey** then explained and clarified the adjustment of water available based on District MFL's.

**Commissioner Fellows** asked if the water is available now.

**Commissioner Lindsey** answered the access to it will occur at certain times at certain flow levels.



**Director DeHaven** stated no permit exists yet to use this water, but this agreement positions the PRWC to access that water through a District permit and in coordination with the Authority.

**Chairman Lindsey** asked for any other questions and then requested a motion.

Motion to Approve the Peace River Protocol Agreement was made by **Mayor Mutz** and seconded by **Mayor Kehoe**. Motion was unanimously approved.

#### F. Regular Board of Director Items

##### F.1 Business Plan Update

**Mr. Robert Beltran** (TeamOne) provided a quick overview of the Business Plan process and thanked the members for their contributions in formulating the plan. The plan applies to the Southeast and West Polk projects and allows members to understand costs and budgeting needs. He reviewed the project funding summary and schedule, and also noted how important appropriations and grants are to reducing member costs. He indicated the plan represents an \$81M increase over last years business plan and why costs have risen.

**Mr. Murray Hamilton** (TeamOne) then provided an overview of projected annual member payments under the Base-Case Scenario. He used Polk County as an example to demonstrate how to read the payment schedules to see each member's all-in cost and how that is determined.

**Mr. Hamilton** also provided a 60 percent design cost schedule that showed how costs might change if 60 percent design cost estimates are used.

**Mayor LaCasia** referred to page 33 of the presentation and, using the Polk County example, asked if this money is what is collected from customers.

**Chairman Lindsey** indicated it is.

**Mayor LaCasia** asked if it has been conveyed yet to the customer.

**Chairman Lindsey** indicated that the member will be collecting the money from customers and rate studies are key. There is no more cheap water.

**Mayor LaCasia** asked if there is there any education for the customer on the costs.



**Chairman Lindsey** stated the county has adopted an alternative water surcharge several years ago that was discussed and information provided to residents.

**Mayor LaCasia** asked if Lakeland has done this.

**Mayor Mutz** indicated that Lakeland has and has performed rate studies to understand impacts to customers and has had commission discussions on the topic.

**Commissioner Watts** then asked if Ft. Meade had done a rate study and how were the rates shown today calculated.

**Mr. Hamilton** indicated that costs are based on costs to construct, operate, and run the two projects of the PRWC, including loan agreements and interest amounts.

**Chairman Lindsey** noted that Ft. Meade is an Associate Member so capital and operational costs are not part of Ft. Meades's costs.

**Chairman Lindsey** asked if Polk City was performing a rate study.

**Mayor LaCascia** indicated yes.

**Mayor Kehoe** noted the resident today who spoke on potable water concerns and suggested impact fees should be an option.

**Chairman Lindsey** indicated the County did think of that as a part of overall rate study and how to pay costs. Lake Hamilton is performing a rate study.

**Mayor Mutz** indicated that water used to be cheaper, and we need to recognize water costs are getting more expensive, but we have a good plan moving forward to provide long-term potable water to residents.

**Chairman Lindsey** indicated if members attempted these projects on their own, the costs would be higher.

**Commissioner Watts** asked when rate studies are due.

**Mr. Hamilton and Mr. Beltran** indicated we do annual updates to the Business Plan to keep members apprised of expected current costs and how to budget for these.

**Commissioner Lake** indicated Auburndale has done a rate study several years ago and they feel well positioned to pay costs. Members can speak with Auburndale City Manager if questions.



**Mr. Beltran** concluded the presentation by providing an overview on how the PRWC can reduce costs of projects and a cost comparison of PRWC costs to other options. Mr. Beltran requested if there were any other questions. **Chairman Lindsey** noted this presentation was for the Boards information.

### **Recess Regular BOD/Commence Combined Projects BOD**

#### **G. Combined Projects Board of Directors Items**

No items for consideration.

### **Recess Combined Projects BOD/Commence Southeast Wellfield BOD**

#### **H. Southeast Wellfield Board of Directors Items**

##### **H.1 Approval of Repayment to Polk County for Retreat at Stuart Crossing Early Construction Package**

**Chairman Birdsong** brought the Board to order and introduced **Mr. Mark Addison** (Southeast Wellfield Project Manager).

**Mr. Addison** reviewed the early construction package with the Board. Polk County has a competitively bid continuing services contract that will be used for the package. Work is being done to coordinate PRWC construction with the developer's construction. The cost for the package is \$52,000 and cost will be distributed amongst members following the Southeast Implementation Agreement.

**Director DeHaven** explained that the amount will be added to the costs of the Business Plan.

**Chairman Birdsong** called for a motion.

Motion to Approve the Polk County repayment for the early construction package made by **Mayor Mutz** and seconded by **Commissioner Lindsey**. Motion was unanimously approved.

#### **H.2 Update on the Southeast Wellfield Project**

**Chairman Birdsong** introduced **Mr. Mark Addison** to provide an update presentation.

**Mr. Addison** reviewed the status of Test Production Well #3 and other production well sites, an update on the Injection Well construction, and an update on the



design of the water production facility and transmission line. He then provided an overview of land acquisition status for the transmission line. He discussed an upcoming early construction package that will be bid and provide a read on current market conditions. Mr. Addison also discussed the TeamOne contract and Change Order #4 to address out-of-scope and value engineering costs.

**Director DeHaven** noted a handout to the Board that provides a summary of land acquisition costs.

**Mr. Addison** then concluded by covering several items associated with the projects Water use Permit and the need to submit a modification to the permit to the South Florida Water Management District.

**Chairman Birdsong** asked for questions and noted that this item was for information only.

H.3 – H.5 Adopt Resolutions 2024-01, 2024-02, and 2024-03 Resolutions of Necessity to Acquire Specified Parcels to Implement the Southeast Lower Floridan Aquifer Water Production facility and Transmission Line Projects.

**Chairman Birdsong** reintroduced **Mr. Mark Addison** to review these items.

**Director DeHaven** noted that items H.3 through H.5 will be presented as one item and the Board can make a motion to approve all at once as they wish.

**Mr. Addison** provided an overview of what these resolutions are for. He then provided a review of the parcels represented by each resolution, including the parcel location and general easement size. He then provided an update on progress of these resolutions for all the easement area needed.

**Mr. Addison** requested the Board approve the staff recommendation.

**Chairman Birdsong** called for a motion and vote.

Motion to Approve made by **Commissioner Lindsey** and seconded by **Commissioner Lake**.  
Motion was unanimously approved.

H.6 Adopt Resolution 2024-04 to Amend Resolution 2023-33 to Replace the Sketches and Legal Description for Parcels 5077-PE and 5077-TCE.

**Chairman Birdsong** asked Director DeHaven to describe this item.

**Director DeHaven** provided a brief overview where he indicated the revised resolution was needed due to a change in the pipeline routing.



**Chairman Birdsong** called for a motion and vote.

Motion to Approve made by **Commissioner Lindsey** and seconded by **Mayor Mutz**. Motion was unanimously approved.

H.7 Adopt Resolution 2024-05 to Amend Resolution 2023-29 to Replace the Sketches and Legal Description for Parcels 5054-PE and 5054-TCE.

**Chairman Birdsong** asked Director DeHaven to describe this item.

**Director DeHaven** provided a brief overview where he indicated the revised resolution was needed in a similar manner to the previous resolution.

**Chairman Birdsong** called for a motion and vote.

Motion to Approve made by **Commissioner Lindsey** and seconded by **Commissioner West**. Motion was unanimously approved.

H.8 Adopt Resolution 2024-06 to Amend Resolution 2023-33 to Replace the Sketches and Legal Description for Parcels 5095-PE and 5095-TCE.

**Chairman Birdsong** asked Director DeHaven to describe this item.

**Director DeHaven** provided a brief overview where he indicated the revised resolution was needed because the PRWC no longer needs an easement on this property.

**Chairman Birdsong** called for a motion and vote.

Motion to Approve made by **Commissioner Lindsey** and seconded by **Commissioner Lake**. Motion was unanimously approved.

## **Recess Southeast Wellfield BOD/Commence West Polk BOD**

I.1 Update on West Polk Wellfield Project

**Vice-Chairman Lindsey** asked **Mr. Tom Mattiacci** (West Polk Project Manager) to



provide the board the update.

**Mr. Mattiacci** provided an overview of the status of land acquisition, design, and well contracting.

**Vice-Chairman Lindsey** thanked **Mr. Mattiacci** and indicated this item was for the Boards information.

I.2 Approval to Defer the Determination of Final Points of Connection for the West Polk Wellfield Project.

**Secretary/Treasurer Mutz** led this item and requested **Director DeHaven** to provide an overview.

**Director DeHaven** indicate that the West Polk Implementation Agreement requires the West Polk Board approve points of connection by January 2023. At the January 2023 Board meeting action on this item was deferred to January 2024 because the design was not finalized. The is still the case now, therefore staff is requesting the Board defer the approval until January 2025.

**Secretary/Treasurer Mutz** called for a motion and vote.

Motion to Approve made by **Mayor Birdsong** and seconded by **Commissioner Cowie**. Motion was unanimously approved.

## Recess West Polk BOD/Commence Regular BOD

### Open Discussion

**Mayor LaCasia** credited **Director DeHaven** for understanding the PRWC Insurance Program and the amount of time that was put in.

**Commissioner Lake** asked about a field trip to the Southeast Wellfield. **Director DeHaven** said there was potential for a BOD meeting in Lake Wales and offered to take a trip with any Board member. Mayor Watts inquired about map locations of the sites.

**Director DeHaven** mentioned the link in the PRWC website.

### Chair/Executive Director Report

**Director DeHaven** gave plaques to long-term members and Chairman of project boards **Commissioner Lindsey** and **Mayor Mutz**.



**Director DeHaven** and **Mr. de la Parte** provided an overview of a letter the PRWC would like to send to FDEP regarding proposed legislation on reclaimed water.

**Commissioner Watts, Mayor Mutz and Mayor LaCascia** provided comments and indicated support for the letter.

**Chairman Lindsey** called for a motion to support.

Motion to Approve made by **Mayor Mutz** and seconded by **Commissioner LaCascia**. Motion was unanimously approved.

**Chairman Lindsey** then adjourned the meeting.

**Meeting Adjourned.**

**SUBJECT**

Update on Business Plan Report, Budgeting Information, and Member Revenue Options (Information)

**DESCRIPTION**

In January, the Board was presented with the estimated funding needs tables for the upcoming 2025 Fiscal Year. With the associated Business Plan document to be delivered to the membership in March, this presentation recaps the Plan contents and assumptions, provides updates on estimated expenditures, and summarizes the revenue options members may elect to evaluate as they advance their individual rate studies. In addition to rates, revenue options include special assessments, capital connection fees, and alternative water supply (AWS) surcharges. Members are encouraged to consult with their Utility rate advisors to execute the best options for their unique situations.

**RECOMMENDATION**

This is an Information Item, and no Board action is required.

**FISCAL IMPACT**

The cost schedule tables included in the Business Plan document can be used for member budgeting of Fiscal Year 2025 PRWC costs. The revenue options can be considered by individual members and their advisors on how best to manage these costs.

**CONTACT INFORMATION**

Robert Beltran

Murray Hamilton

# Updated FY 2025 Payments

Member	Business Plan	Additional FY 2025 Cost				TOTAL FY 2025 Payment
	Projected Payment	Stuart Crossing	Finance Manager	Maintenance - SE	Maintenance – WP	
Auburndale	\$610,344	\$5,272	\$6,721	\$3,795	\$476	\$626,608
Bartow	\$270,906	\$1,151	\$3,450	\$829	\$1,713	\$278,049
Davenport	\$708,541	\$8,695	\$2,294	\$6,259	-	\$725,789
Dundee	\$284,380	\$2,876	\$918	\$2,070	-	\$290,243
Eagle Lake	\$169,352	\$2,079	\$484	\$1,496	-	\$173,411
Fort Meade	\$10,784	-	\$671	-	-	\$11,455
Haines City	\$1,039,963	\$11,185	\$6,789	\$8,051	-	\$1,065,989
Lake Alfred	\$261,806	\$3,193	\$1,164	\$2,299	-	\$268,462
Lake Hamilton	\$129,936	\$1,599	\$331	\$1,151	-	\$133,018
Lake Wales	\$71,593	-	\$3,076	-	-	\$74,669
Lakeland	\$887,781	\$318	\$25,764	\$229	\$30,029	\$944,121
Mulberry	\$2,027	-	\$476	-	-	\$2,503
Polk City	\$3,096	-	\$442	-	\$143	\$3,680
Polk County	\$1,706,102	\$10,867	\$20,258	\$7,823	\$4,664	\$1,749,713
Winter Haven	\$651,689	\$4,860	\$11,760	\$3,499	\$476	\$672,285
Frost Proof	\$1,608	-	\$399	-	-	\$2,007
<b>TOTAL</b>	<b>\$6,809,908</b>	<b>\$52,095</b>	<b>\$85,000</b>	<b>\$37,500</b>	<b>\$37,500</b>	<b>\$7,022,003</b>

## Polk Regional Water Cooperative

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Agenda Item F.2.3/20/2024

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**SUBJECT**

Accept Independent Auditors Report for Fiscal Year 2023 (Action)

**DESCRIPTION**

Mike Brynjulfson, Brynjulfson CPA, P.A., will present the Executive Summary of Independent Audit results for Fiscal Year ending September 30, 2023.

The Polk Regional Water Cooperative received an unmodified (“clean”) opinion of its financial statements. The financial statements were free of material errors and were presented in accordance with Generally Accepted Accounting Principles (GAAP). The auditors were able to determine that the actions taken by the Board were represented fairly by the financial transactions. In addition to the audit of the financial statements, the auditors are required to perform compliance testing and in connection with those audit procedures two findings were identified associated with the financial statements as follows:

**RECOMMENDATION**

**Criteria:** The grant agreement No. LPA0212 between the Polk Regional Water Cooperative (the “Cooperative”) and the State of Florida Department of Environmental Protection requires certain language to be included on the deed of any property purchased under the agreement or by recording of a separate declaration of restrictive covenant that shall run with the title to the property.

**Condition:** The Cooperative purchased land funded by grant agreement No. LPA0212 and the deeds did not contain the required language nor was a separate declaration of restrictive covenant recorded.

**Cause:** Cooperative Management was not aware of this particular requirement.

**Effect:** Noncompliance

**Recommendation:** We recommend management consult with their legal advisors and take whatever actions are deemed necessary to remedy the noncompliance.

**Management Response:** Management has consulted with Mr. de la Parte to develop a plan to remedy the noncompliance which will be presented to the Cooperative’s Board of Directors at the March 20, 2024 meeting for approval.

**Finding 2023-02**

**Criteria:** The Cooperative's management is responsible for establishing and maintaining internal controls to ensure that transactions are properly reported in the financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP).

**Condition:** As part of our audit, we proposed several material adjustments to correct amounts due from other governments, due from members, capital assets, long-term debt, revenue, and expenses.

**Cause:** Year-end cutoff procedures did not detect certain material receivables while others were overstated, and debt insurance costs were capitalized rather than expensed.

**Effect:** Before the corrections, amounts due from other governments was understated by \$1,737,381, amounts due from members was overstated by \$11,962,449 and capital assets were understated by \$840,407.

**Recommendation:** The Cooperative should implement additional review procedures to ensure that transactions are reported in the current period (cutoff), reported in the correct amounts and that capitalization of is appropriate.

**Management Response:** The PRWC is currently taking the necessary steps to address the audit finding following the recommendation set forth by the auditor. Additional review procedures will be implemented to ensure transactions are reported in the correct period and that capital costs are segregated from operating expenses.

**FISCAL IMPACT**

No fiscal impact.

**CONTACT INFORMATION**

Mike Brynjulfson

Eric DeHaven

**POLK REGIONAL WATER COOPERATIVE**  
**FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2023**

**POLK REGIONAL WATER COOPERATIVE  
TABLE OF CONTENTS  
SEPTEMBER 30, 2023**

<b>INDEPENDENT AUDITOR'S REPORT</b>	<b>1</b>
<b>MANAGEMENT'S DISCUSSION AND ANALYSIS</b>	<b>4</b>
<b>FINANCIAL STATEMENTS</b>	
<b>STATEMENT OF NET POSITION</b>	<b>8</b>
<b>STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITIONS</b>	<b>9</b>
<b>STATEMENT OF CASH FLOWS</b>	<b>10</b>
<b>NOTES TO FINANCIAL STATEMENTS</b>	<b>11</b>
<b>SUPPLEMENTARY INFORMATION</b>	
<b>SCHEDULE OF REVENUES AND EXPENSES - BUDGET TO ACTUAL - ADMIN</b>	<b>20</b>
<b>SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE</b>	<b>21</b>
<b>NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE</b>	<b>22</b>
<b>SUPPLEMENTARY REPORTS</b>	
<b>INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS</b>	<b>23</b>
<b>INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES</b>	<b>25</b>
<b>INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND MAJOR STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550, RULES OF THE AUDITOR GENERAL</b>	<b>26</b>
<b>SCHEDULE OF FINDINGS AND QUESTIONED COSTS</b>	<b>28</b>
<b>MANAGEMENT LETTER</b>	<b>30</b>
<b>MANAGEMENTS RESPONSE</b>	<b>33</b>

## INDEPENDENT AUDITOR'S REPORT

To the Members of the Board of Directors  
Polk Regional Water Cooperative

### **Report on the Audit of the Financial Statements**

#### ***Opinion***

We have audited the accompanying financial statements of the Polk Regional Water Cooperative (the "Cooperative"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Cooperative's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Cooperative as of September 30, 2023, and the changes in financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Cooperative and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Cooperative's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Cooperative's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Cooperative's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 7 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinion on the financial statements that collectively comprise the Cooperative's basic financial statements. The *schedule of revenues and expenses – budget to actual – admin* and the *schedule of expenditures of federal awards and state financial assistance*, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and Chapter 10.550, Rules of the Auditor General and Section 215.97, *Florida Statutes* (collectively the "Supplementary Information"), are presented for purposes of additional analysis and is not a required part of the basic financial statements.

This Supplementary Information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Supplementary Information is fairly stated in all material respects in relation to the basic financial statements as a whole.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated January 31, 2024 on our consideration of the Cooperative's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Cooperative's internal control over financial reporting and compliance.

**Other Reporting Required by Chapter 10.550, Rules of the Auditor General**

In accordance with *Chapter 10.550, Rules of the Auditor General*, we have also issued our report dated January 31, 2024 on our examination of compliance with requirements of Section 218.415, *Florida Statutes*. The purpose of that report is to describe the scope of our examination and the issuance of an opinion on Cooperative's compliance with requirements of Section 218.415, *Florida Statutes*.

Brynjulfson CPA, P.A.

Brynjulfson CPA, P.A.  
Auburndale, Florida  
January 31, 2024

**POLK REGIONAL WATER COOPERATIVE  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
SEPTEMBER 30, 2023**

Polk Regional Water Cooperative's (Cooperative) Management's Discussion and Analysis presents an overview of the Cooperative's financial activities for the years ended September 30, 2023 and 2022. Please read it in conjunction with the Cooperative's financial statements which follow.

**FINANCIAL HIGHLIGHTS**

The following is a summary of significant financial highlights related to the Cooperative's year ended September 30, 2023 and 2022:

- Operating revenues were \$1,171,867 and \$2,790,442, respectively.
- Operating expenses were \$1,193,416 and \$1,394,050, respectively.
- Net position totaled \$9,564,740 and of \$53,393, respectively.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

The basic financial statements included in this annual report are designed to appear corporate-like in that all their activities are business-type activities. The following statements are included:

**Statement of Net Position** – reports the Cooperative's assets and liabilities, with the difference between the two reported as net position, at the end of the fiscal year. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Cooperative is improving or deteriorating.

**Statement of Revenues, Expenses and Changes in Net Position** – reports the results of activity over the course of the fiscal year. It details the costs associated with operating the Cooperative and how those costs were funded.

**Statement of Cash Flows** – reports the Cooperative's cash flows in and out from operating activities, capital and related financing activities, non-capital financing activities and investing activities. It details the sources of the Cooperative's cash, what it was used for and the change in cash over the course of the period.

The following analysis of net position, revenue and expenses provides a comprehensive portrayal of financial conditions. Accrual accounting is similar to the accounting used by most private sector companies. Accrual accounting recognizes revenue and expenses when earned regardless of when cash is received or paid.

**POLK REGIONAL WATER COOPERATIVE  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
SEPTEMBER 30, 2023**

**SUMMARY STATEMENT OF NET POSITION**

	September 30,		Dollar	Percent
	2023	2022	Variance	Variance
<b>ASSETS</b>				
Capital Assets	\$ 29,472,332	\$ 1,977,725	\$ 27,494,607	
Other Assets	170,668,320	9,690,536	160,977,784	
Total Assets	<u>200,140,652</u>	<u>11,668,261</u>	<u>188,472,391</u>	1615%
<b>LIABILITIES</b>				
Current Liabilities	5,247,809	2,354,517	2,893,292	
Noncurrent Liabilities	185,328,103	9,260,351	176,067,752	
Total Liabilities	<u>190,575,912</u>	<u>11,614,868</u>	<u>178,961,044</u>	1541%
<b>NET POSITION</b>				
Net Investment in Capital Assets	(5,603,149)	35,000	(5,638,149)	
Unrestricted	15,167,889	18,393	15,149,496	
Total Net Position	<u>9,564,740</u>	<u>53,393</u>	<u>9,511,347</u>	17814%
Total Liabilities and Net Position	<u>\$ 200,140,652</u>	<u>\$ 11,668,261</u>	<u>\$ 188,472,391</u>	1615%

Capital assets are comprised of land of \$5,738,717 and construction in progress of \$23,733,615. The significant increase is due to the start of construction on the Southeast and West Polk wellfields.

Other assets are comprised of restricted and unrestricted cash of \$153,202,055 as well as receivables of \$9,451,450. The significant increase is due to the closing of the bond in 2023.

Current liabilities are comprised of accounts and construction payable. The increase of \$3,514,954 is due to timing of accounts payable projects during the year.

Noncurrent liabilities consist of a line of credit, bonds payable and state revolving funds. The increase of \$175,446,090 is due primarily to the closing of revenue notes during the year.

Net position in total increased by \$9,511,347 due primarily to construction in progress.

**POLK REGIONAL WATER COOPERATIVE  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
SEPTEMBER 30, 2023**

**SUMMARY STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**

	September 30,		Dollar	Percent
	2023	2022	Variance	Variance
<b>OPERATING REVENUES</b>				
Member Revenue	\$ 444,002	\$ 2,155,572	\$ (1,711,570)	
Project Revenues	657,506	577,470	80,036	
Conservation Grant Revenues	68,829	57,400	11,429	
Miscellaneous	1,530	-	1,530	
Total Operating Revenues	1,171,867	2,790,442	(1,618,575)	-58%
<b>OPERATING EXPENSES</b>				
Project Expenses	693,639	873,303	(179,664)	
Grant Expenses	13,114	55,454	(42,340)	
Other Operating Expenses	486,663	465,293	21,370	
Total Operating Expenses	1,193,416	1,394,050	(200,634)	-14%
<b>OPERATING INCOME (LOSS)</b>	(21,549)	1,396,392	(1,417,941)	102%
<b>NONOPERATING REVENUES (EXPENSES)</b>				
Interest Revenue	2,147,787	201	2,147,586	
Interest Expense	(3,550,390)	(171,399)	(3,378,991)	
Total Nonoperating Revenues (Expenses)	(1,402,603)	(171,198)	(1,231,405)	719%
<b>CAPITAL CONTRIBUTIONS</b>	10,935,499	49,306	10,886,193	22079%
<b>CHANGE IN NET POSITION</b>	9,511,347	1,274,500	8,236,847	646%
Net Position - Beginning of Period	53,393	(1,221,107)	1,274,500	-104%
<b>NET POSITION - END OF PERIOD</b>	<u>\$ 9,564,740</u>	<u>\$ 53,393</u>	<u>\$ 9,511,347</u>	17814%

Operating revenue declined 58% due to the increase of capital activity with the Southeast and West Polk wellfield projects.

Operating expenses include \$693,639 of project expenses, \$161,961 in legal expense, primarily for assistance with state grants and funding for future projects, with \$237,944 in expenses for contract services, \$53,162 in expenses for accounting fees, \$22,900 in expenses for audit fees, \$13,114 in grant expenses, and \$10,696 in other general expenses. Total operating expenses decreased \$200,634 over the prior year due to an increase of capitalized costs.

Interest revenue increased significantly due to the proceeds from the bonds that are now earning income. Interest expenses increased significantly due to an increase on the line of credit as well as two new SRF loans and a bond.

Capital contributions increase significantly as the funding obtained was used for the purchase of capital assets under both the Southeast and West Polk projects.

**POLK REGIONAL WATER COOPERATIVE  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
SEPTEMBER 30, 2023**

**Economic Factors and Conditions**

PRWC is still in the early stages of testing and designing its capital asset program. Capital assets to date consist of land, as well as components to its two alternative water supply programs such as monitor and production wells. To date, PRWC has secured FDEP SRF and EPA WIFIA loans to support the design and construct the regional water supply facilities, which is expected to begin in late 2024. Final bidding, and therefore final costs, are not yet known. There is currently no known debt limitation that may affect the financing of planned facilities and there have been no changes to PRWC's initial credit rating.

The Central Florida economy is anchored by the tourism industry. The key regional economic indicators, such as personal income growth, total employment, unemployment rate, population growth and housing starts are expected to show varying degrees of strengths and weaknesses in future business cycles, however, the overall economic trend is expected to continue steady movement in a favorable direction. Population growth is expected to be approximately 2% while unemployment is expected to trend below 5%. Overall, the Central Florida economy is expected to perform slightly better than state and national averages.

**Request for Information**

This financial report is designed to provide a general overview of the Cooperative's finances for all those with an interest in the government's finances. Questions concerning any of the information should be addressed to the Cooperative's Executive Director, 330 W. Church Street, P.O. Box 9005, Drawer CA01, Bartow, FL 33831-9005.

**POLK REGIONAL WATER COOPERATIVE  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2023**

**ASSETS**

**CURRENT ASSETS**

Cash	\$ 5,013,917
Due from Members	2,219
Accrued Interest	438,833
Other Assets	5,000
Due from Other Governments	8,014,815
Total Current Assets	<u>13,474,784</u>

**NONCURRENT ASSETS**

Restricted Cash	148,188,138
Due from Members	9,005,398
Capital Assets Not Being Depreciated	
Land	5,738,717
Construction in Progress	23,733,615
Total Capital Assets	<u>29,472,332</u>
Total Noncurrent Assets	<u>186,665,868</u>
Total Assets	<u><u>\$ 200,140,652</u></u>

**LIABILITIES AND NET POSITION**

**CURRENT LIABILITIES**

Accounts Payable	\$ 11,315
Construction Payable	4,103,847
State Revolving Fund	1,132,647
Total Current Liabilities	<u>5,247,809</u>

**NONCURRENT LIABILITIES**

Line of Credit	11,154,595
Bonds Payable	154,338,308
State Revolving Fund	19,835,200
Total Noncurrent Liabilities	<u>185,328,103</u>
Total Liabilities	<u>190,575,912</u>

**NET POSITION**

Net Investment in Capital Assets	(5,603,149)
Unrestricted	<u>15,167,889</u>
Total Net Position	<u>9,564,740</u>
Total Liabilities and Net Position	<u><u>\$ 200,140,652</u></u>

**POLK REGIONAL WATER COOPERATIVE  
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION  
YEAR ENDED SEPTEMBER 30, 2023**

**OPERATING REVENUES**

Member Project Contributions	\$ 209,002
Project Grant Revenue	657,506
Member Funding Revenue	235,000
Miscellaneous Revenue	1,530
Conservation Grant Revenue	68,829
Total Operating Revenues	<u>1,171,867</u>

**OPERATING EXPENSES**

Project Expenses	693,639
Legal Fees	161,961
Outside Contract Services	237,944
Conservation Grant Expenses	13,114
Accounting Fees	53,162
Other General Expenses	10,696
Audit	22,900
Total Operating Expenses	<u>1,193,416</u>

**OPERATING INCOME (LOSS)** (21,549)

**NONOPERATING REVENUES (EXPENSES)**

Interest Revenue	2,147,787
Interest Expense and Fiscal Charges	<u>(3,550,390)</u>
Total Nonoperating Revenues (Expenses)	(1,402,603)

**INCOME (LOSS) BEFORE CAPITAL CONTRIBTUIONS** (1,424,152)

**CAPITAL CONTRIBUTIONS**

Capital Grants	<u>10,935,499</u>
Total Capital Contributions	10,935,499

**CHANGE IN NET POSITION** 9,511,347

Net Position - Beginning of Period 53,393

**NET POSITION - END OF PERIOD** \$ 9,564,740

**POLK REGIONAL WATER COOPERATIVE  
STATEMENT OF CASH FLOWS  
YEAR ENDED SEPTEMBER 30, 2023**

**CASH FLOWS FROM OPERATING ACTIVITIES**

Receipts from Members	\$ 292,135
Receipts from Other Governments	727,865
Payments for Goods and Services	<u>(1,249,144)</u>
Net Cash Provided by (Used for) Operating Activities	(229,144)

**CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES**

Gross Borrowings from Line of Credit	10,690,640
Gross Borrowings from SRF	<u>49,768</u>
Net Cash Provided by (Used for) Noncapital Financing Activities	10,740,408

**CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES**

Acquisition and Construction of Capital Assets	(25,231,183)
Loan Proceeds	166,233,602
Capital Grants Received	2,747,150
Interest Paid on Borrowings	<u>(3,324,001)</u>
Net Cash Provided by (Used by) Financing Activities	140,425,568

**CASH FLOWS FROM INVESTING ACTIVITIES**

Receipts of Interest	<u>1,708,954</u>
Net Cash Provided by (Used for) Investing Activities	1,708,954

**NET INCREASE IN CASH**

152,645,786

Cash - Beginning of Period

556,269

**CASH - END OF PERIOD**

\$ 153,202,055

**As shown in the Accompanying Financial Statements**

Equity in cash and investments	\$ 5,013,917
Restricted equity in cash and investments	<u>148,188,138</u>
<b>Total Cash and Cash Equivalents</b>	<u><u>\$ 153,202,055</u></u>

**SCHEDULE OF NONCASH CAPITAL & FINANCING ACTIVITIES**

Capitalized Interest	<u><u>\$ 226,389</u></u>
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**RECONCILIATION OF OPERATING INCOME (LOSS) TO  
NET CASH FROM OPERATING ACTIVITIES**

Operating Income (Loss)	\$ (21,549)
Adjustments to Reconcile Operating Income (Loss) to Net Cash from Operating Activities:	
(Increase) Decrease in Assets:	
Due from Members	(151,867)
Other Assets	(5,000)
Increase (Decrease) in Liabilities:	
Due to Other Government	(18,357)
Accounts Payable	<u>(32,371)</u>
Net Cash Provided by (Used for) Operating Activities	<u><u>\$ (229,144)</u></u>

**POLK REGIONAL WATER COOPERATIVE  
NOTES TO FINANCIAL STATEMENTS  
YEAR ENDED SEPTEMBER 30, 2023**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The accounting policies of the Cooperative conform to accounting principles generally accepted in the United States of America as applicable to governments. The following is a summary of the more significant accounting principles and policies used in the preparation of these financial statements.

**Organization**

The Polk Regional Water Cooperative (Cooperative) was created on April 1, 2016 by an interlocal agreement between the City of Auburndale, City of Bartow, City of Davenport, City of Eagle Lake, City of Fort Meade, City of Frostproof, City of Haines City, City of Lake Alfred, City of Lakeland, City of Lake Wales, City of Mulberry, Polk City, City of Winter Haven, Town of Dundee, Town of Lake Hamilton and Polk County in accordance with Chapters 163 and 373 of the Florida Statutes.

Each local government which bound in execution of the interlocal agreement is considered a Member Government.

The Cooperative is devoted to encourage the development of fully integrated, robust public water supply systems comprised of diverse sources managed in a manner that take full advantage of Florida's intense climatic cycles to ensure reliable, sustainable and drought resistant systems which maximize the use of alternative water supplies to the greatest extent practicable. The Cooperative will evaluate, plan and implement water projects and coordinate partnerships with other water users (agriculture, mining, industry and commercial).

The Cooperative's governing body is comprised of one Director appointed by each Member Government, who is a sitting member of a Member Government. Reappointments shall be made when necessary to ensure continuous representation of the Member Governments. Appointment to the Board of Directors shall be effective only for so long as the appointing government is a Member Government. These financial statements present the financial statements of the Cooperative and are not meant to represent any of the Member Organizations as a whole.

**Component Unit**

Criteria for determining if other entities are potential component units of the Cooperative that should be reported with the Cooperative's basic financial statements are identified and described in GASB Cod. Sec. 2100. The application of these criteria provides for identification of any entities for which the Cooperative is financially accountable and other organizations for which the nature and significance of their relationship with the Cooperative are such that exclusion would cause the Cooperative's basic financial statements to be misleading or incomplete. Based on these criteria, no component units are included within the reporting entity of the Cooperative.

**POLK REGIONAL WATER COOPERATIVE  
NOTES TO FINANCIAL STATEMENTS  
YEAR ENDED SEPTEMBER 30, 2023**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Basis of Presentation, Measurement Focus and Basis of Accounting**

The accounts of the Cooperative are organized and reported as a proprietary fund type – Enterprise fund. Enterprise funds are used to report an activity for which a fee is charged to external users for goods or services.

The financial statements are reported using the economic measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of cash flows.

Proprietary funds distinguish between operating revenues and expenses from non-operating items. The operating revenues of the Cooperative consist of member dues and funds received from grantor organizations. Operating expenses include the costs to support the operations and noncapital costs of the combined water projects of the Cooperative. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

**Net Position**

Net position is classified into three components:

*Net Investment in Capital Assets* – This component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction or improvement of those assets or related debt are also included in this component of net position. If there are significant unspent related debt proceeds or deferred inflows of resources at the end of the reporting period, the portion of the debt or deferred inflows of resources attributable to the unspent amount is not included in the calculation of net investment in capital assets but is included in the same net position component as the unspent proceeds.

*Restricted* – This component consists of net position whose use is subject to external constraints (such as through debt covenants) by creditors, grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

*Unrestricted Net Position* – This component consists of net position elements that do not meet the definition of restricted or net investment in capital assets.

When the Cooperative incurs any expense where it can use both restricted and unrestricted funds the cooperative will first use restricted funds.

**POLK REGIONAL WATER COOPERATIVE  
NOTES TO FINANCIAL STATEMENTS  
YEAR ENDED SEPTEMBER 30, 2023**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Budgetary Requirements**

Budgets are prepared in accordance with Section 189.06, Florida Statutes on an annual basis and used as a management tool throughout the accounting cycle. Budgets are not, however, legally adopted nor legally required for financial statement presentation.

**Cash and Cash Equivalents**

The Cooperative considers all highly-liquid short term investment instruments with an original maturity of three months or less to be cash equivalents.

**Investments**

The Cooperative is allowed to invest excess public funds pursuant to the guidelines established in their investment policy. Accordingly, the Cooperative is authorized to invest excess public funds in the following instruments: U.S. government securities, U.S. government agencies, federal instrumentalities, mortgage-backed securities, non-negotiable certificates of deposit, repurchase agreements, commercial paper, corporate notes, bankers' acceptances, state and/or local government debt, supranationals, money market mutual funds, and local government investment pools.

At September 30, 2023 and during the year then ended, the Cooperative held no investments.

**Capital Assets**

Capital assets are defined by the Cooperative as tangible assets of significant value of more than \$5,000 and a useful life that extends beyond one year. Such assets are recorded at historical cost if purchased or constructed and at an estimated historical cost where no historical records exist. Donated capital assets are recorded at estimated acquisition value at the date of donation.

**Due from Members**

Accounts receivable are shown at their net realizable value and reduced by an allowance for uncollectible accounts, if any.

**Unearned Revenue**

Unearned revenues arise when resources are received by the Cooperative before it has a legal claim to them as when dues are received prior to incurring qualified expenses.

**Member Funding Revenue**

Member dues for the Cooperative are established by annual contributions from each Member Government which is in proportion to its annual average water use in comparison to the annual average water used by the Member Governments during 2021.

**POLK REGIONAL WATER COOPERATIVE  
NOTES TO FINANCIAL STATEMENTS  
YEAR ENDED SEPTEMBER 30, 2023**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Member Project Contribution**

These funds are being drawn down through SRF DW532000 and the members will then repay the liability through the allocated portion identified in the interlocal agreements. As the funds are drawn down, a revenue and receivable is recorded from the members.

**Operating Revenue and Expense**

Operating revenues and expenses generally result from providing and producing and delivering goods and services in connection with an enterprise fund's principal ongoing operations. The principal operating revenues consists of Member Project Contributions, Project Grant Revenue, Member Funding Revenue and Conservation Grant Revenue. Operating expenses for PRWC include noncapital project costs, legal and administrative fees. All other revenues are considered non-operating revenues and expenses.

**Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America, as applicable to government entities, requires management to make use of estimates that affect the reported amounts in the financial statements. Actual results could differ from estimates.

**NOTE 2 CASH AND DEPOSITS**

Custodial credit risk is defined as the risk that, in the event of failure of the counterparty, the Cooperative would not be able to recover the value of the investment or collateral securities that are in the possession of an outside party. The Cooperative does not have a formal policy for custodial credit risk.

All cash deposits are carried at cost and are in financial institutions whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC) and collateralized. Florida Statutes Chapter 280 sets forth the qualifications and requirements that a financial institution must meet in order to become a qualified public depository. The Statute also defines the amount and type of collateral that must be pledged in order to remain qualified.

Section 280.17, Florida Statutes requires deposits of governmental entities be made only with Qualified Public Depositories (QPD's). Public funds on deposit in QPD's are protected against loss due to insolvency by: (1) federal deposit insurance; (2) the pledge of securities as collateral; and (3) a contingent liability agreement that allows the Chief Financial Officer of the state of Florida to assess QPD's if the securities pledged by an insolvent QPD are insufficient. The agreement for collateralization of public funds is with the state of Florida and not with the Cooperative. Similar to FDIC, the state of Florida is guaranteeing the deposit.

**POLK REGIONAL WATER COOPERATIVE  
NOTES TO FINANCIAL STATEMENTS  
YEAR ENDED SEPTEMBER 30, 2023**

**NOTE 2 CASH AND DEPOSITS (CONTINUED)**

At September 30, 2023, the carrying amount of the Cooperative's unrestricted cash deposits was \$5,013,917 and the balance per the bank was \$5,095,443.

Restricted cash of \$148,188,138 is for the financing of the costs of the Southeast Wellfield Project and the West Polk Wellfield (collectively the "2023 Project"). These funds are held in an FDIC-insured interest-bearing collateralized deposit account. The funds are insured up to FDIC limits and the collateral is comprised of U.S. bonds or obligations, and/or bonds or obligations guaranteed as to principal and interest by the United States.

The Cooperative did not have any investments at September 30, 2023.

**NOTE 3 CAPITAL ASSETS**

Capital asset activity for the year ended September 30, 2023, was as follows:

	Balance October 1, 2022	Additions	(Deletions)	Balance September 30, 2023
Capital assets not being depreciated				
Land	\$ 35,000	\$ 5,703,717	\$ -	\$ 5,738,717
Construction in Progress	1,942,725	21,790,890	-	23,733,615
Total capital assets not being depreciated	<u>\$ 1,977,725</u>	<u>\$ 27,494,607</u>	<u>\$ -</u>	<u>\$ 29,472,332</u>

**NOTE 4 DUE FROM MEMBERS**

Member receivables consist of the following at September 30, 2023:

Polk County	\$ 3,186,437
City of Lakeland	2,445,570
City of Winter Haven	931,723
City of Auburndale	692,037
City of Bartow	676,702
City of Haines City	502,549
City of Lake Wales	311,237
Town of Dundee	218,851
City of Fort Meade	42,511
Total Due from Members, Net	<u>\$ 9,007,617</u>

No allowance was recorded as all receivables were deemed collectible.

**POLK REGIONAL WATER COOPERATIVE  
NOTES TO FINANCIAL STATEMENTS  
YEAR ENDED SEPTEMBER 30, 2023**

**NOTE 5 LINE OF CREDIT**

PRWC had a \$5,000,000 line of credit with Wells Fargo which matured on May 16, 2023. On February 17, 2023, PRWC entered into a \$15,000,000 direct borrowing Revolving Revenue Note Series 2023A (Tax-Exempt Note) & Series 2023B (Federally Taxable) with Wells Fargo as a continuation of the line.

Interest is payable monthly in arrears on the first business day of each month. The interest rate is the Tax-Exempt Adjusted Daily Simple SOFR Rate which is the sum of (i) 80% times the secured overnight financing rate of the Federal Reserve Bank of New York (SOFR) and (ii) the tax-exempt applicable spread. The Tax-Exempt Applicable Spread is 46 basis points (0.46%). Final maturity is February 17, 2025. As of September 30, 2023 the full balance was held in Series 2023A.

In the event of default the lender may stop advances, charge the default interest rate of the greater of Prime+4% or FFR+5% or 10%, declare the outstanding amounts immediately due and payable, and other remedies as allowed by law.

A summary of the changes for the year ended September 30, 2023 are as follows:

Balance October 1, 2022	Additions	(Deletions)	Balance September 30, 2023	Due Within One Year
\$ 463,955	\$ 10,690,640	\$ -	\$ 11,154,595	\$ -

The annual requirements to amortize the debt outstanding as of September 30, 2023 are as follows:

<b>Line of Credit</b>		
<b>Year</b>	<b>Principal</b>	<b>Interest</b>
2024	\$ -	\$ 524,266
2025	11,154,595	218,444
Total	<u>\$ 11,154,595</u>	<u>\$ 742,710</u>

As of September 30, 2023, \$3,845,405 is undrawn.

**POLK REGIONAL WATER COOPERATIVE  
NOTES TO FINANCIAL STATEMENTS  
YEAR ENDED SEPTEMBER 30, 2023**

**NOTE 6 STATE REVOLVING FUND**

As of September 30, 2023, PRWC had three direct borrowing State Revolving Fund loans of which \$20,967,847 had been drawn on.

There are a number of limitations and restrictions contained in the various loan indentures. As of September 30, 2023, all funds are being maintained in accordance with such requirements.

In the event of default, remedies may include termination of further disbursements, assignment of a receiver, acceleration of the repayment schedule, or increasing the interest rate to as much as 1.667 times the loan interest rate

A summary of the changes for the year ended September 30, 2023 are as follows:

Balance October 1, 2022	Additions	(Deletions)	Balance September 30, 2023	Due Within One Year
\$ 8,796,396	\$12,171,451	\$ -	\$ 20,967,847	\$ 1,132,647

The annual debt service requirements as of September 30, 2023 are as follows:

<b>State Revolving Fund</b>		
<b>Year</b>	<b>Principal</b>	<b>Interest</b>
2024	\$ 1,132,647	\$ 97,396
2025	3,855,112	331,969
2026	3,795,004	265,570
2027	3,861,431	199,143
2028	3,929,027	131,547
2029-2033	4,394,626	84,612
Total	<u>\$ 20,967,847</u>	<u>\$ 1,110,237</u>

As of September 30, 2023, a total of \$29,564,400 was remaining to be drawn at a later date.

**POLK REGIONAL WATER COOPERATIVE  
NOTES TO FINANCIAL STATEMENTS  
YEAR ENDED SEPTEMBER 30, 2023**

**NOTE 7 BONDS PAYABLE**

On May 9, 2023, the District issued a direct placement Water Revenue Bond, Series 2023C in the amount of \$154,338,308, at a fixed interest rate of 4.250%, with Truist Commercial Equity, Inc., which matures on October 1, 2048. Debt service payments are made semiannually with payments being interest only until October 1, 2029. The Series 2023C bond is for the purpose of funding the Southeast Wellfield and the West Polk Wellfield (collectively, the 2023 Project). In an event of default, a trustee may be appointed by the owners of the bond obligation, who may sue for, enforce payment of and receive any and all amounts then or during any default becoming, at any time remaining, due from the issuer for principal, interest, and any costs and expenses of collections and of all proceedings.

A summary of the changes for the year ended September 30, 2023 are as follows:

Balance October 1, 2022	Additions	(Deletions)	Balance September 30, 2023	Due Within One Year
<u>\$</u>		<u>\$</u>	<u>\$</u>	<u>\$</u>
-	\$ 154,338,308	-	\$ 154,338,308	-

The annual debt service requirements as of September 30, 2023 are as follows:

<b>Series 2023C Bond</b>		
<u>Year</u>	<u>Principal</u>	<u>Interest</u>
2024	\$ -	\$ 2,739,505
2025	-	5,479,010
2026	-	6,019,194
2027	-	6,559,378
2028	-	6,559,378
2029-2033	21,524,300	31,014,895
2034-2038	32,468,580	24,887,973
2039-2043	39,980,076	17,216,858
2044-2048	49,229,331	7,771,056
2048-2049	11,136,021	236,640
Total	<u>\$ 154,338,308</u>	<u>\$ 108,483,887</u>

**POLK REGIONAL WATER COOPERATIVE  
NOTES TO FINANCIAL STATEMENTS  
YEAR ENDED SEPTEMBER 30, 2023**

**NOTE 8 WIFIA LOAN**

On May 31, 2023, PRWC closed on two direct borrowing WIFIA loans. One for the Southeast wellfield for an amount up to \$222,802,928 and one for the West Polk wellfield for an amount up to \$82,996,513. The interest rate is equal to the sum of 4.02% per annum plus 200 basis points. Debt service payments are made semiannually with payments being interest only until September 30, 2032. In an event of default, the WIFIA lender may suspend or terminate all its obligations with respect to any undisbursed amounts, may cease permitting interest, may suspend, or debar PRWC from further participation in any government program administered by the WIFIA lender and the WIFIA lender shall be entitled and empowered to institute any actions or proceedings at law for any sums due and unpaid. As of September 30, 2023, there have been no draws on either WIFIA loan.

**NOTE 9 PLEDGED FUTURE REVENUES**

All debts of the PRWC as of September 30, 2023, are secured by pledged revenues as defined in the master bond resolution as rates, fees, charges, and earnings derived from the operation of the Southeast Wellfield and West Polk Wellfield. No pledged revenues were received during the year ended September 30, 2023. Maturity dates for each debt are as disclosed in notes 5, 6, 7 and 8.

**NOTE 10 RISK MANAGEMENT**

The Cooperative is exposed to various risks of loss related to torts, theft of assets, errors and omissions, and natural disasters. The Cooperative has purchased commercial insurance to insure itself against these risks.

**NOTE 11 COMMITMENTS**

The Cooperative has entered into various construction commitments. At September 30, 2023, the Cooperative had the following outstanding major commitments in process:

<b>Project</b>	<b>Authorization</b>	<b>Expended</b>	<b>Commitment</b>
Combined Implementation	\$ 17,296,477	\$ 16,405,081	\$ 891,396
SE Wellfield Test	4,157,098	3,063,550	1,093,548
SE Water Production Facility	30,159,750	9,699,033	20,460,717
SE Wellfield Transmission	22,371,036	10,065,985	12,305,051
West Polk Wellfield & Production Facility	10,027,057	239,359	9,787,698
	<u>\$ 84,011,418</u>	<u>\$ 39,473,008</u>	<u>\$ 44,538,410</u>

## **SUPPLEMENTARY INFORMATION**

**POLK REGIONAL WATER COOPERATIVE  
SCHEDULE OF REVENUES AND EXPENSES  
BUDGET TO ACTUAL – ADMIN  
YEAR ENDED SEPTEMBER 30, 2023**

	Actual	Budget	Amount Over (Under) Budget
<b>REVENUES</b>			
Member Funding Revenue	\$ 235,000	\$ 235,000	\$ -
Miscellaneous Revenue	53	-	53
Interest	4,534	-	4,534
Total Revenues	<u>239,587</u>	<u>235,000</u>	<u>4,587</u>
<b>EXPENSES</b>			
Accounting Fees	53,162	28,000	25,162
Audit Fees	22,900	20,000	2,900
Legal Fees	60,961	45,000	15,961
Outside Contract Services	117,396	115,000	2,396
Administrative Assistant	-	5,000	(5,000)
Engineer	-	19,000	(19,000)
Other General Expenses	10,696	3,000	7,696
Total Expenses	<u>265,115</u>	<u>235,000</u>	<u>30,115</u>
<b>CHANGE IN NET POSITION</b>	(25,528)	-	(25,528)
Net Position - Beginning of Period	<u>67,237</u>	<u>-</u>	<u>67,237</u>
<b>NET POSITION - END OF PERIOD</b>	<u><u>\$ 41,709</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 41,709</u></u>

**POLK REGIONAL WATER COOPERATIVE  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE  
YEAR ENDED SEPTEMBER 30, 2023**

<u>Agency/Program</u>	<u>ALN/CSFA Number</u>	<u>Grant Identification</u>	<u>Expenditures</u>	<u>Passed Through to Subrecipients</u>
<b><u>FEDERAL AWARDS</u></b>				
<b><u>Department of the Treasury</u></b>				
<b>Passed through Florida Department of Environmental Protection</b>				
Coronavirus State and Local Fiscal Recovery Funds	21.027	WSA12	\$ 1,238,675	\$ -
<b>Total Department of Treasury</b>			<u>\$ 1,238,675</u>	<u>\$ -</u>
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>			<u><u>\$ 1,238,675</u></u>	<u><u>\$ -</u></u>
<b><u>STATE FINANCIAL ASSISTANCE</u></b>				
<b><u>Florida Department of Environmental Protection</u></b>				
Drinking Water Facility Construction	37.076	DW532000	\$ 209,002	\$ -
Drinking Water Facility Construction	37.076	DW532001	\$ 11,837,062	\$ -
Drinking Water Facility Construction	37.076	DW532002	\$ 125,387	\$ -
Statewide Surface Restoration and Wastewater Projects	37.039	LPA0212	\$ 6,206,275	\$ 636,806
Florida Springs Grant Program	37.052	17CF0000475	<u>\$ 68,829</u>	<u>\$ 13,114</u>
<b>Total Florida Department of Environmental Protection</b>			<u>\$ 16,921,619</u>	<u>\$ 705,635</u>
<b>TOTAL EXPENDITURES OF STATE FINANCIAL ASSISTANCE</b>			<u><u>\$ 16,921,619</u></u>	<u><u>\$ 705,635</u></u>

**POLK REGIONAL WATER COOPERATIVE  
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE  
FINANCIAL ASSISTANCE  
YEAR ENDED SEPTEMBER 30, 2023**

**NOTE 1 BASIS OF PRESENTATION**

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance (Schedule) includes the federal award and state financial assistance activity of Polk Regional Water Cooperative (Cooperative) under programs of the federal government and projects of the state of Florida for the year ended September 30, 2023.

The information in this Schedule is presented in accordance with the requirements of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* and Chapter 69I-5, Rules of the Florida Department of Financial Services. Because the Schedule presents only a selected portion of the operation of the Cooperative, it is not intended to and does not present the financial position, changes in net position, or cash flows of the Cooperative.

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting for financial assistance received in the enterprise fund, which are described in Note 1 to the Cooperative's basic financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance and Chapter 69I-5, Rules of the Florida Department of Financial Services, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Under these principles, certain types of expenditures are not allowable or are limited as to reimbursement.

The Cooperative had not elected to use the 10-percent de minimis indirect cost rate as allowed under Uniform Guidance.

**NOTE 3 LOANS OUTSTANDING**

PRWC had the following loan balances outstanding at September 30, 2023.

State Grantor/Pass through Grantor/ Program or Cluster Title	Ending Balance
Department of Environmental Protection Drinking Water Facility Construction	\$ 20,967,847

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND  
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Members of the Board of Directors  
Polk Regional Water Cooperative

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Polk Regional Water Cooperative (the "Cooperative") as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Cooperative's basic financial statements, and have issued our report thereon dated January 31, 2024.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Cooperative's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Cooperative's internal control. Accordingly, we do not express an opinion on the effectiveness of the Cooperative's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Cooperative's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit the attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2023-02 that we consider to be material weakness.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Cooperative's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Polk Regional Water Cooperative Response to Findings**

*Government Auditing Standards* requires the auditor to perform limited procedures on the Polk Regional Water Cooperative's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. Polk Regional Water Cooperative's response was not subject to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Cooperative's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Cooperative's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Brynjulfson CPA, P.A.

Brynjulfson CPA, P.A.  
Auburndale, Florida  
January 31, 2024

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE  
WITH SECTION 218.415, FLORIDA STATUTES

To the Members of the Board of Directors  
Polk Regional Water Cooperative

We have examined the Polk Regional Water Cooperative's (the "Cooperative") compliance with Section 218.415, Florida Statutes for year ended September 30, 2023. Management is responsible for the Cooperative's compliance with those specified requirements. Our responsibility is to express an opinion on the Cooperative's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Cooperative complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Cooperative complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a basis for our opinion.

We are required to be independent of the Cooperative and to meet our ethical responsibilities, in accordance with the relevant ethical requirements related to our examination.

Our examination does not provide a legal determination of the Cooperative's compliance with the specified requirements.

In our opinion, the Cooperative complied, in all material respects, with the aforementioned requirements of Section 218.415, Florida Statutes for the year ended September 30, 2023.

*Brynjulfson CPA, P.A.*

Brynjulfson CPA, P.A.  
Auburndale, Florida  
January 31, 2024

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND MAJOR STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL*

Members of the Board of Directors  
Polk Regional Water Cooperative

**Report on Compliance for Each Major Federal Program and State Project**

***Opinion on Each Major Federal Program and State Project***

We have audited Polk Regional Water Cooperative's (the "Cooperative") compliance with the types of compliance requirements identified as subject to audit in the U.S. Office of Management and Budget ("OMB") *Compliance Supplement* and Department of Financial Services *State Compliance Supplement* that could have a direct and material effect on each of the Cooperative's major federal programs and major state projects for the year ended September 30, 2023. The Cooperative's major federal programs and major state projects are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Cooperative complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and major state projects for the year ended September 30, 2023.

***Basis for Opinion on Each Major Federal Program and State Project***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General*. Our responsibilities under those standards, the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Cooperative and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program and major state projects. Our audit does not provide a legal determination of the Cooperative's compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Cooperative's federal programs and state projects.

***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Cooperative's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance; and Chapter 10.550, *Rules of the Auditor General* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Cooperative's compliance with the requirements of each major federal program and state project as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550, *Rules of the Auditor General*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Cooperative's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Cooperative's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, but not for the purpose of expressing an opinion on the effectiveness of the Cooperative's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

#### **Other Matters**

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Chapter 10.550, *Rules of the Auditor General* and which are described in the accompanying schedule of findings and questioned costs as item 2023-01. Our opinion on each major federal program and state project is not modified with respect to these matters.

*Government Auditing Standards* requires the auditor to perform limited procedures on Cooperative's response to the noncompliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The Cooperative's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

#### **Report on Internal Control over Compliance**

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*. Accordingly, this report is not suitable for any other purpose.

Brynjulfson CPA, P.A.

Brynjulfson CPA, P.A.  
Auburndale, Florida  
January 31, 2024

**POLK REGIONAL WATER COOPERATIVE**

Schedule of Findings and Questioned Costs

For the year ended September 30, 2023

**Section I – Summary of Independent Auditor’s Results****Financial Statements**

Type of Auditor’s Report Issued:

Unmodified Opinion

Internal control over financial reporting:

Material weakness(es) identified?

☒ Yes ☐ No

Significant deficiency(ies) identified?

☐ Yes ☒ None reported

Noncompliance material to the financial statements reported?

☐ Yes ☒ No**Federal Awards and State Financial Assistance**

Type of Auditor’s Report Issued on Compliance:

Unmodified Opinion

Internal control over major federal programs and major state projects:

Material weakness(es) identified?

☐ Yes ☒ No

Significant deficiency(ies) identified?

☐ Yes ☒ None reportedAny audit findings disclosed that are required to be reported in accordance with 2 CFR Section 200.516(a) of the Uniform Guidance or Chapter 10.557, *Rules of the Auditor General*?☒ Yes ☐ No

Major Federal Program(s):

*21.027 – Coronavirus State and Local Fiscal Recovery Funds*

Major State Project(s):

*37.076 – State of Florida Department of Environmental Protection – Drinking Water Facility Construction**37.039 – State of Florida Department of Environmental Protection – Statewide Surface Water Restoration and Waste Water Projects*

Dollar threshold used to distinguish between Type A and Type B State projects:

Federal:

\$750,000

State:

\$5,533,967

Auditee qualified as low-risk auditee?

☐ Yes ☒ No**Section II – Summary Schedule of Prior Audit Findings Related to Federal Awards or State Financial Assistance**

None reported

**Section III – Federal Award and State Financial Assistance Findings and Questioned Costs Section Reported in Accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General****Findings and questioned costs – Major Federal Programs - None*

## **POLK REGIONAL WATER COOPERATIVE**

### **Schedule of Findings and Questioned Costs**

**For the year ended September 30, 2023**

#### *Findings and questioned costs – Major State Projects*

##### **Finding Number: 2023-01 – CSFA 37.039 – Florida Department of Environmental Protection**

*Criteria:* The grant agreement No. LPA0212 between the Polk Regional Water Cooperative (the “Cooperative”) and the State of Florida Department of Environmental Protection requires certain language to be included on the deed of any property purchased under the agreement or by recording of a separate declaration of restrictive covenant that shall run with the title to the property.

*Condition:* The Cooperative purchased land funded by grant agreement No. LPA0212 and the deeds did not contain the required language nor was a separate declaration of restrictive covenant recorded.

*Cause:* Cooperative management was not aware of this particular requirement.

*Effect:* Noncompliance

*Recommendation:* We recommend management consult with their legal advisors and take whatever actions are deemed necessary to remedy this noncompliance.

*Views of responsible officials and planned corrective actions:* See accompanying letter of management’s response.

#### **Section IV – Findings Related to the Financial Statement Audit, as Required to be Reported in Accordance with Government Auditing Standards**

##### **Finding Number: 2023-02**

*Criteria:* The Cooperative’s management is responsible for establishing and maintaining internal controls to ensure that transactions are properly reported in the financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP).

*Condition:* As part of our audit, we proposed several material adjustments to correct amounts due from other governments, due from members, capital assets, long-term debt, revenue, and expenses.

*Cause:* Year-end cutoff procedures did not detect certain material receivables while others were overstated, and debt issuance costs were capitalized rather than expensed.

*Effect:* Before the corrections, amounts due from other governments was understated by \$1,737,381, amounts due from members was overstated by \$11,962,449 and capital assets were overstated by \$840,407.

*Recommendation:* The Cooperative should implement additional review procedures to ensure that transactions are reported in the current period (cutoff), reported in the correct amounts and that capitalization of costs is appropriate.

*Views of responsible officials and planned corrective actions:* See accompanying letter of management’s response.

## MANAGEMENT LETTER

To the Members of the Board of Directors  
Polk Regional Water Cooperative

### Report on the Financial Statements

We have audited the financial statements of the Polk Regional Water Cooperative (the "Cooperative") as of and for the year ended September 30, 2023 and have issued our report thereon dated January 31, 2024.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Auditor General.

### Other Reporting Requirements

We have issued the following reports and schedule in connection with our audit:

- Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
- Independent Auditor's Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance.
- Schedule of Findings and Questioned Costs.
- Independent Accountant's Report on Compliance with Section 218.415, Florida Statutes conducted in accordance with *AICPA Professional Standards*, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General.

Disclosures in these reports and schedule, which are dated January 31, 2024, should be considered in conjunction with this management letter.

### Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The specific legal authority that established the Cooperative is disclosed in Note 1 of the financial statements.

### Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There was one finding in the preceding annual financial audit report (2022-01) and that finding has not been corrected and is reported as finding 2023-02 in the accompanying schedule of findings and questioned costs. This finding was not reported in the second preceding financial audit report.

### Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7) Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Cooperative has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit of the financial statements, we determined that the Cooperative did not meet any of the specified conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Cooperative. It is management's responsibility to monitor the Cooperative's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

### Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

### Specific Information

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Cooperative reported the following (we do not express an opinion or provide any assurance on the following information):

- The total number of district employees compensated in the last pay period of the district's fiscal year being reported – *None*.
- The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year being reported – *5*.
- All compensation earned or awarded to employees, whether paid or accrued, regardless of contingency – *Zero*.
- All compensation earned or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency - *\$966,708*.
- Each construction project with a total cost of at least \$65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project.

Project	Estimated total cost
West Polk Test Production Well #2	\$3,697,690
Southeast Injection Well #1	\$18,000,000
Southeast Wellfield Transmission	\$135,000,000
Southeast Wellfield Water Production Facility	\$170,000,000
West Polk Injection Well #1	\$18,000,000
West Polk Water Production Facility and Transmission	\$124,000,000

- A budget variance based on the budget adopted under Section 189.016[4], Florida Statutes, before the beginning of the fiscal year being reported if the district amended a final adopted budget under section 189.016(6), Florida Statutes, as: *The original budget was not amended*.

**Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, members of the Board of Directors, Member Governments and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Brynjulfson CPA, P.A.*

Brynjulfson CPA, P.A.  
Auburndale, Florida  
January 31, 2024



330 W. Church Street  
PO Box 9005  
Drawer CA01  
Bartow, FL 33831

Providing clean, safe water for Polk County now and for future generations.

January 31, 2024

Polk Regional Water Cooperative  
Board of Directors  
330 West Church Street  
Bartow, Florida 33831

**SUBJECT**

Management Response to the Independent Auditors Report for Fiscal Year 2023

Members of the PRWC Board;

The Polk Regional Water Cooperative recently received an Unmodified ("Clean") Opinion of its financial statements. The financial statements were free of material errors and were presented in accordance with Generally Accepted Accounting Principles (GAAP). The Auditors were able to determine that the actions taken by the Board were represented fairly by the financial transactions and that there were no material weaknesses in the PRWC's internal controls. In addition to the audit of the financial statements, the auditors are required to perform compliance testing and in connection with those audit procedures two findings (Finding 2023-01 and 2023-2) were identified associated with the financial statements:

**Finding 2023-01**

**Criteria:** The grant agreement No. LPA0212 between the Polk Regional Water Cooperative (the "Cooperative") and the State of Florida Department of Environmental Protection requires certain language to be included on the deed of any property purchased under the agreement or by recording of a separate declaration of restrictive covenant that shall run with the title to the property.

**Condition:** The Cooperative purchased land funded by grant agreement No. LPA0212 and the deeds did not contain the required language nor was a separate declaration of restrictive covenant recorded.

**Cause:** Cooperative Management was not aware of this particular requirement.

**Effect:** Noncompliance

**Recommendation:** We recommend management consult with their legal advisors and take whatever actions are deemed necessary to remedy the noncompliance.

**Management Response:** Management has consulted with Mr. de la Parte to develop a plan to remedy the noncompliance which will be presented to the Cooperative's Board of Directors at the March 20, 2024 meeting for approval.

**Finding 2023-02**

**Criteria:** The Cooperative's management is responsible for establishing and maintaining internal controls to ensure that transactions are properly reported in the financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP).

**Condition:** As part of our audit, we proposed several material adjustments to correct amounts due from other governments, due from members, capital assets, long-term debt, revenue, and expenses.

**Cause:** Year-end cutoff procedures did not detect certain material receivables while others were overstated, and debt insurance costs were capitalized rather than expensed.

**Effect:** Before the corrections, amounts due from other governments was understated by \$1,737,381, amounts due from members was overstated by \$11,962,449 and capital assets were understated by \$840,407.

**Recommendation:** The Cooperative should implement additional review procedures to ensure that transactions are reported in the current period (cutoff), reported in the correct amounts and that capitalization of is appropriate.

**Management Response:** The PRWC is currently taking the necessary steps to address the audit finding following the recommendation set forth by the auditor. Additional review procedures will be implemented to ensure transactions are reported in the correct period and that capital costs are segregated from operating expenses.

Sincerely,



Eric DeHaven  
PRWC Executive Director

Polk County  
Polk Regional Water Cooperative

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Agenda Item F.3.

3/20/2024

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**SUBJECT**

Approve PRWC Conservation Project Implementation Agreement (Action)

**DESCRIPTION**

In September 2023 the PRWC Board of Directors approved the fiscal year 2024 Conservation Budget. This budget represents a new cost center associated with the PRWC to be used for water conservation initiatives as presented to the BOD in November 2022. This proposed budget consists of member government annual contributions of \$75,000 matched by Heartland Grant funds (total FY2023 budget of \$150,000). At the time of the budget approval, staff informed the Board that funds would not be spent from this budget until a Conservation Implementation Agreement was executed with member governments.

The Conservation Work Group has now developed an initial scope of work for the use of these funds. In addition, an Implementation Agreement has now been developed to support the Scope of Work. Some of the key items contained within the Implementation Agreement include:

- 1) Annual funds in the amount of \$150,000 (subject to PRWC BOD approval through the PRWC budget process) will be used to support the program;
- 2) The conservation program will be implemented by a third-party provider;
- 3) Conservation will be focused on a rebate program for items such as rain sensors, smart irrigation controllers, and conservation kits directly through the PRWC Conservation Program;
- 4) Funds can also be used to reimburse member government programs for their similar conservation activities;
- 5) Funds can also be used for outreach and advertising efforts to promote conservation activities;
- 6) Funds will be used for administrative tasks such as financial tracking, compiling estimates of water savings through conservation efforts, and targeting conservation at high water users;

If approved by the PRWC Board of Directors, the next step will be to have each member government approve the agreement at their respective council/commission meetings. If approved at those meetings, the PRWC will then procure a service provider to administer the conservation program. Approval of a contract resulting from that procurement will be brought to the PRWC Board of Directors when ready.

**RECOMMENDATION**

Approve the PRWC Conservation Program Implementation Agreement.

**FISCAL IMPACT**

The PRWC BOD approved the FY2024 budget of \$150,000 to support the Conservation Program. Of this amount, half is provided by members and matched by Heartland Grant funds. The PRWC will request similar funding support over the next several fiscal years to maintain the Conservation Program.

**CONTACT INFORMATION**

Eric DeHaven

**CONSERVATION PROJECT AGREEMENT RELATING TO THE  
DEVELOPMENT OF A POLK REGIONAL WATER COOPERATIVE  
CONSERVATION PROGRAM**

THIS CONSERVATION PROJECT AGREEMENT RELATING TO THE DEVELOPMENT OF A POLK REGIONAL WATER COOPERATIVE CONSERVATION PROGRAM (the “Agreement”) is made and entered into as of the Effective Date as hereinafter defined, by and among the Polk Regional Water Cooperative (“Cooperative” or “PRWC”), whose address is 330 W. Church Street, Bartow, FL 33830 and the City of Auburndale whose address is P.O. Box 186, Auburndale, FL 33823, the City of Bartow whose address is P.O. Box 1069, Bartow, FL 33831, the City of Davenport whose address is P.O. Box 125, Davenport, FL 33836, the City of Eagle Lake whose address is P.O. Box 129, Eagle Lake, FL 33839, the City of Fort Meade whose address is P.O. Box 856, Fort Meade, FL 33841, the City of Frostproof whose address is P.O. Box 308, Frostproof, FL 33843, the City of Haines City whose address is 620 E. Main Street, Haines City, FL 33844, the City of Lake Alfred whose address is 120 E Pomelo Street, Lake Alfred, FL 33850, the City of Lakeland whose address is 228 S Massachusetts Ave., Lakeland, FL 33801, the City of Lake Wales whose address is P.O. Box 1320, Lake Wales, FL 33859, the City of Mulberry whose address is P.O. Box 707, Mulberry, FL 33860, the City of Polk City whose address is 123 Broadway Blvd SE, Polk City, FL 33868, the City of Winter Haven whose address is P.O. Box 2277, Winter Haven, FL 33883, the Town of Dundee whose address is P.O. Box 1000, Dundee, FL 33838, the Town of Lake Hamilton whose address is P.O. Box 126, Lake Hamilton, FL 33851 and Polk County, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 9005, Bartow, Florida 33831, all of whom are collectively referred to as the “Parties.”

**WHEREAS**, this Agreement is being executed by the Parties pursuant to their March, 2017 Conservation Project Implementation Agreement (the “CPI Agreement”) and any terms from

the CPI Agreement used in this Agreement shall be defined in accordance with the CPI Agreement;  
and

**WHEREAS**, the CPI Agreement provides for the Cooperative to act as the representative of its Members Governments with regard to the implementation of Conservation Projects pursuant to the Interlocal Agreement and Section 163.01 and 373.713 Florida Statutes; and

**WHEREAS**, the Cooperative and its Member Governments seek to enter into a Conservation Project Agreement to implement a conservation program which provides consumer-focused water conservation services to Member Governments (“Conservation Program”); and

**WHEREAS**, the Conservation Program is expected to include the implementation of a water savings rebate program, a system for reimbursement of funds to Member Governments for conservation activities, implementation of consumer-focused conservation outreach and advertising, provision of customer conservation evaluation services to Member Governments, record keeping and documentation related to the Conservation Program, installation and evaluation of irrigation conservation measures for Member Government customers, and other potential conservation initiatives; and

**WHEREAS**, the Cooperative has developed an initial scope of work for the Conservation Program which describes the initial scope of the Conservation Program, and which may be modified from time to time; and

**WHEREAS**, the Cooperative will need to retain a Contractor to manage, execute, and provide reporting for the Conservation Program in accordance with the terms of this Agreement;  
and

**WHEREAS**, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorize local governments and special districts to enter into agreements for their mutual benefit;

**NOW, THEREFORE**, in consideration of the mutual promises stated herein and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged, the Parties hereby agree, stipulate and covenant as follows:

**1. RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.

**2. PURPOSE.** This Agreement defines the duties and obligations of the Parties with respect to development and implementation of the Conservation Program.

**3. DUTIES AND OBLIGATIONS.**

3.1 The Cooperative shall engage a Contractor with the requisite education, experience, and ability to manage, execute, and provide reporting for the Conservation Program, consistent with the goals and the approved scope of work of the Conservation Program.

3.2 The Project Manager shall coordinate all matters relating to the Conservation Program between and among the Contractor, all the participating Parties, and any Cooperative Funding Agency, as applicable.

3.3 The Project Manager shall be responsible for the expenditure of funds authorized for use by the Parties in association with the Conservation Program. The annual budget and scope of work for the Conservation Program shall be as authorized by the Cooperative Board of Directors for the Conservation Program for the upcoming fiscal year. The annual budget may be comprised of Member Government annual contributions, funding from a Cooperative Funding Agency as available, and other potential funding sources, as approved by the Board of Directors.

All fees and expenditures associated with the Conservation Program shall not exceed the amount authorized by the Board of Directors for the fiscal year.

3.4 Each Member Government shall be responsible to pay its proportionate share of all fees, costs, and expenses (collectively, the “Conservation Program Cost”), based on the amount approved for the Conservation Program in the annual budget as described in Section 3.3. A Member Government’s proportionate share of the Conservation Program Cost shall be in proportion to the Member Government’s annual average water use in comparison to the total annual average water use by the Member Governments during the calendar year preceding the one in which the fiscal year budget is adopted. The Parties anticipate the Cooperative Funding Agency will provide funds equal to fifty percent (50%) of eligible Conservation Program Cost pursuant to a Cooperative Funding Agreement which would reduce the amount each Member Government must pay. However, each Member Government acknowledges its proportionate share payment obligation extends to the full amount of the Conservation Program Cost should funds not be available from the Cooperative Funding Agency.

3.5 The participating Parties will work closely with the Contractor to timely provide water use data, customer billing data, information necessary to process conservation-related reimbursements and rebates, customer conservation information, and other information necessary for implementation of the Conservation Program. The Contractor will coordinate with the participating Parties to assure that the required data and information is identified and provided.

3.6 The Cooperative shall require the Contractor to deliver, at regular intervals determined to be appropriate by the Project Manager, a report to the Project Manager which will include a detailed status update of the work conducted to date regarding the implementation and execution of the Conservation Program. The Project Manager shall provide copies of the

Contractor's report to each Party, upon the request of the Party, or as determined appropriate by the Project Manager.

3.7 The Contractor shall submit detailed invoices to the Project Manager on a quarterly. The Project Manager will review each Contractor invoice, then when determined to be accurate and consistent with this Agreement, any agreement(s) with the Contractor, the applicable fiscal year budget and scope of work, process for timely payment using the funds allocated for the Conservation Program by the Board of Directors for the fiscal year. The Project Manager shall provide copies of the invoices to each Party, upon the request of the Party, or as determined appropriate by the Project Manager.

**4. MODIFICATION; ASSIGNMENT.** This Agreement may be modified or amended only if the Parties agree. All modifications or amendments must be in writing signed by all the Parties. This Agreement, and each Party's rights and obligations hereunder, may not be assigned in whole or in part unless such assignment is approved by the unanimous written consent of all Parties.

**5. TERM.** The initial term of this Agreement shall commence on the Effective Date and unless terminated sooner will continue as long as funding for the Conservation Program is approved by the Board of Directors for a given fiscal year. The "Effective Date" of this Agreement is the date the last Party executes the Agreement and it is filed with the Clerk of the Circuit Court of Polk County.

**6. NOTICES.** All notices provided for in this Agreement must be in writing and shall be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested. A copy shall also be sent to the Party by email.

**6.1** All notices shall be delivered or sent to the Parties at their respective addresses shown below or such other addresses as a Party may designate by prior notice given in accordance with this provision to the other Parties:

City of Auburndale  
City Manager  
P.O. Box 186  
Auburndale, Florida 33823  
863-965-5530

City of Bartow  
City Manager  
P.O. Box 1069  
Bartow, Florida 33831  
863-534-0100

City of Davenport  
City Manager  
P.O. Box 125  
Davenport, Florida 33836  
863-419-3300

City of Eagle Lake  
City Manager  
P.O. Box 129  
Eagle Lake, Florida 33839  
863-293-4141

City of Fort Meade  
City Manager  
P. O. 856  
Fort Meade, Florida 33841  
863-285-1100

City of Frostproof  
City Manager  
P.O. Box 308  
Frostproof, Florida 33843  
863-635-7855

City of Haines City  
City Manager  
620 E Main Street  
Haines City, Florida 33844  
863-421-3600

City of Lake Alfred  
City Manager  
155 E Pomelo Street  
Lake Alfred, Florida 33850  
863-291-5270

City of Lakeland  
City Manager  
228 S Massachusetts Ave  
Lakeland, Florida 33801  
863-834-6000

City of Lake Wales  
City Manager  
P. O. Box 1320  
Lake Wales, Florida 33859  
863-678-4196

City of Mulberry  
City Manager  
P.O. Box 707  
Mulberry, Florida 33860  
863-425-1125

City of Polk City  
City Manager  
123 Broadway SE  
Polk City, Florida 33868  
863-984-1375

City of Winter Haven  
City Manager  
P. O. Box 2277  
Winter Haven, Florida 33883  
863-291-5600

Town of Dundee  
Town Manager  
P.O. Box 1000  
Dundee, Florida 33838  
863-438-8330

Town of Lake Hamilton  
Town Manager  
P.O. Box 126  
Lake Hamilton, Florida 33851  
863-439-1910

Polk County  
County Manager  
Drawer CA01/P.O. Box 9005  
Bartow, Florida 33831  
Phone: 863-534-6444

**6.2** All notices shall also be sent to the Cooperative, to the attention of its Project Administrator, with a separate copy to its legal counsel.

**6.3** Any Party, may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or facsimile transmission) or three (3) days after the date mailed.

**7. LIMIT OF PARTIES' LIABILITY. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTIES OR TO ANYONE CLAIMING FOR, BY, OR THROUGH A PARTY, TO INCLUDE, BUT NOT LIMITED, TO A PARTICIPANT OR CONTRACTOR, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW,**

**WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

**8. DEFAULT AND REMEDY.** If any Party fails to observe, comply, perform or maintain in any material way, any term, covenant, condition, duty, obligation, representation, or warranty contained in or arising under this Agreement, such action shall constitute a default, and the other Parties may seek the remedies stated in this section if that default is not timely cured within thirty (30) days, unless the default cannot be reasonable cured within that time period in which case the Party must cure the default as soon as practicable. The exclusive remedy for default under this Agreement shall be for the non-defaulting Parties to individually or jointly seek specific performance arising from such default.

**9. ATTORNEY'S FEES AND COSTS.** Each Party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

**10. GOVERNING LAW; VENUE.** The interpretation and performance of this Agreement shall be governed by the laws of the State of Florida; venue for any such litigation with respect to the Agreement shall be in Polk County, Florida.

**11. INTEGRATION.** This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements relating to the Conservation Projects. The Parties do not intend by this provision to amend, modify or supersede the Conservation Project Implementation Agreement or the Interlocal Agreement.

**12. WAIVER.** No failure by a Party to exercise any right, power or privilege under this Agreement is a waiver of that or any other right, power or privilege under this Agreement, except as otherwise expressly set forth in the Agreement.

**13. SEVERABILITY.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted, and shall not invalidate the remaining provisions. However, if the deleted language is considered a key provision of the Agreement, the Parties must agree to a substitute provision that will accomplish the original intent of the Parties. If the Parties cannot agree to a substitute provision within ninety (90) days of the determination by the court, then the Agreement shall be deemed terminated.

**14. AMBIGUITY.** The Parties agree that each has played an equal part in negotiation and drafting of this Agreement, and in the event ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

**15. PUBLIC RECORDS.** Should any Party assert any exemption to, or inapplicability of, the requirements of Chapter 119 and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all Project documents and materials that are subject to the requirements of Chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed nor is intended to, expand the scope of Chapter 119, Florida

Statutes or make into a public record a document that is not a public record under the applicable law.

**16. COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original and all of which collectively shall constitute one and the same instrument.

**17. INTERLOCAL AGREEMENT; FILING.** This is an interlocal agreement entered into by the parties pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969. This Agreement and any amendment thereto shall be filed with the Clerk of the Circuit Court of Polk County, Florida.

**IN WITNESS WHEREOF,** the undersigned have caused this Agreement to be duly executed and entered into by the Parties.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE  
WITH THE PARTIES' SIGNATURES.**

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Water Demand Management Plan to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF AUBURNDALE, FLORIDA

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

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

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Water Demand Management Plan to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF BARTOW, FLORIDA

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

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

ATTEST:

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

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Water Demand Management Plan to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF DAVENPORT, FLORIDA

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

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

ATTEST:

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

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF EAGLE LAKE, FLORIDA

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

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

ATTEST:

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

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF FT. MEADE, FLORIDA

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

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

ATTEST:

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

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COUNCIL OF THE  
CITY OF FROSTPROOF, FLORIDA

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

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

ATTEST:

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

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF HAINES CITY, FLORIDA

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

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

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF LAKE ALFRED, FLORIDA

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

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

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF LAKE LAND, FLORIDA

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

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

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF LAKE WALES, FLORIDA

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

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

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF MULBERRY, FLORIDA

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

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

ATTEST:

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

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF POLK CITY, FLORIDA

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

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

ATTEST:

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

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF WINTER HAVEN, FLORIDA

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

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

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

TOWN COMMISSION OF THE  
TOWN OF DUNDEE, FLORIDA

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

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

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

TOWN COUNCIL OF THE  
TOWN OF LAKE HAMILTON, FLORIDA

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

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

ATTEST:

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

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

ATTEST:

POLK COUNTY, a political subdivision of  
the State of Florida

Stacy M. Butterfield  
Clerk to the Board

By: \_\_\_\_\_  
Deputy Clerk

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

Dated and signed by the Chairman: \_\_\_\_\_

Reviewed as to form and legal sufficiency:

\_\_\_\_\_  
County Attorney's Office

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

POLK REGIONAL WATER COOPERATIVE,  
a public agency and unit of special purpose government

By: \_\_\_\_\_  
George Lindsey, Chair

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

Approved as to form:

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

## Polk Regional Water Cooperative

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Agenda Item F.4.3/20/2024

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**SUBJECT**

Authorize Staff to Advertise for Well Construction Services for West Polk Test Production Well (TPW) #2 and Southeast Production Wells 9, 10, 11 and 14 (Action)

**DESCRIPTION**

In 2020, the PRWC completed construction of the West Polk Lower Floridan Aquifer Wellfield Test Production Well #1 (TPW#1). This well provided the technical basis for the Conceptual and Preliminary Design reports for the project as well as the Water Use Permit issued by the Southwest Florida Water Management District in 2023. In 2021, the PRWC submitted the Preliminary Design Report (30% design) to the District for their use to support District funding of the project. The District then performed a third-party review of the proposed project, and through the review process, the District subsequently required a second test drilling program that includes the installation of test/production well (TPW#2) to be constructed to support project funding. Once the testing is complete, the well can be converted into a production well to supply the West Polk Water Production Facility. PRWC staff are now prepared to secure the services of a qualified well drilling contractor to perform the construction and testing of TPW#2 and associated monitor wells.

In addition to the necessary well construction and testing required at West Polk TPW#2, four production wells at the Southeast Lower Floridan Aquifer Wellfield (Wells # 9, 10, 11, and 14) also need to be constructed in order to bring the full phase one project on-line within the construction schedule. These well sites have or will be acquired within the next several months and staff are now prepared to secure well construction services for these sites.

It is anticipated that including well construction and testing services for both the Southeast and West Polk projects into one procurement will have cost and schedule advantages to the PRWC. In discussion with PRWC members, Lakeland has agreed to lead the procurement process for the requested well construction and testing solicitation.

**RECOMMENDATION**

Authorize staff, in coordination with the City of Lakeland, to advertise for well construction services for West Polk Test Production Well #2 and Southeast Production Wells 9, 10, 11, and 14.

**FISCAL IMPACT**

Construction costs for the West Polk TPW#2 are estimated to be approximately \$5 million which is higher than the costs incurred for the Southeast TPW#3 program (\$3,697,690) due to increased depths of the wells and inflation pressures. The SRF Combined Projects loan (FDEP loan DW532000 A1) will be used to pay costs for the TPW#2 test drilling program. Construction costs for each of the four production wells at the Southeast Wellfield are expected to be approximately \$2,650,000. The EPA WIFIA loan (WIFIA ID - 19139FL) will be used to pay the costs to construct the production wells.

**CONTACT INFORMATION**

Eric DeHaven

Tom Mattiacci

Mark Addison

## Polk Regional Water Cooperative

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Agenda Item H.1.3/20/2024

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**SUBJECT**

Approve the Guaranteed Maximum Price for Transmission System Early Construction Package 2A (Action)

**DESCRIPTION**

Several residential developments are currently planned along the transmission main route, including the Hamilton Bluffs, Alford Ridge and Landings at Lake Trask developments in Lake Hamilton and Dundee. Site improvements associated with these developments has commenced or is expected to commence in the next 12 months. In order to accommodate the developer's time frame for site improvements and final platting, an early construction package was prepared in order to:

1. Minimize construction impacts to the future residents;
2. Reduce the cost of construction by installing the PRWC water transmission main prior to or concurrent with development-related site improvements; and
3. Coordinate future utility improvements with the water transmission main.

Construction Package 2A includes approximately 7,250 linear feet of 30-inch water transmission main within the Detour Road, Alford Road, Edwards Road corridors.

Competitive bids were received on February 22, 2024 for Construction Package 2A. After analysis of the bids, including proposed construction schedules, the Construction Manager-at-Risk (Florida Water Partners) has recommended that Construction Package 2A be awarded to Garney Companies, Inc. for a Guaranteed Maximum Price of \$5,138,830.00, inclusive of a 5% contingency, general conditions, bonds, insurance, and an 8% construction fee. Construction of this portion of water transmission main is expected to commence in June 2024 with completion in early 2025.

**RECOMMENDATION**

Request Board approve the Guaranteed Maximum Price for Transmission System Early Construction Package 2A.

**FISCAL IMPACT**

Construction Package 2A results in a fiscal impact of \$5,138,830. The EPA WIFIA loan (WIFIA ID - 19139FL) will be used to pay the costs to construct this portion of the transmission main.

**CONTACT INFORMATION**

Mark Addison

# SOUTHEAST LFA WELLFIELD PROJECT

GMP-1

SETM - Construction Package 2A

March 13, 2024



# Table of Contents

<b>Section 1:</b>	Cover Letter
<b>Section 2:</b>	Exhibit “C” GMP Addendum Summary
<b>Section 3:</b>	Schedule 1 - CMAR’s Personnel
<b>Section 4:</b>	Schedule 2 - Contract Drawings & Specifications
<b>Section 5:</b>	Schedule 3 - GMP Bid Breakdown
<b>Section 6:</b>	Schedule 4 - Clarifications, Assumptions, Exclusions & Allowances
<b>Section 7:</b>	Bid Package 2A - CPM Schedule

## Section 1: Cover Letter

Florida Water Partners (FWP) is pleased to provide this Guaranteed Maximum Price 1 (GMP-1) for the Southeast LFA Wellfield Project – SETM – Construction Package 2A. This bid package was advertised on January 25, 2024 with bids received on February 22, 2024. A total of four bid packages were received and evaluated by FWP and PRWC to determine the best value bidder for this scope of work. After the review and evaluation period it was determined that Garney Companies was the best value selection for Construction Package 2A. A complete analysis can be found in Section 4 – Schedule 3 – GMP Bid Breakdown.

GMP-1 SETM Bid Package 2A includes cost for performance and payment bonds, insurance, CMAR general conditions, CMAR contingency, and CMAR fee. In order to provide PRWC the best value for this GMP, it was agreed that the insurance provisions found within this GMP proposal will be utilized only for this GMP. The provisions found in the executed CMAR contract as it relates to insurance will be further negotiated and refined for future GMPs as agreed to by FWP and PRWC.

FWP will serve as the CMAR, furnishing construction administration and management services and will use the CMAR efforts to perform the Work in accordance with the Contract Documents.

GMP-1 scope of work description is included in Section 3 – Schedule 2 – Contract Drawings and Specifications.

The GMP is based on a closed book lump sum agreement with a Notice to Proceed date of April 9, 2024. The construction schedule for GMP-1 is provided Section 6.

Should you have any questions, comments, or wish to discuss any of the GMP package in greater detail, please feel free to contact us immediately.

## Section 2: Exhibit ‘C’ GMP Addendum Summary

### EXHIBIT “C”

#### GMP ADDENDUM TO

Agreement between Polk Regional Water Cooperative and Construction Manager at Risk

#### ***Southeast LFA Wellfield and West Polk LFA Wellfield***

Pursuant to the Agreement (the “Agreement”) dated 11/16/2022 between Polk Regional Water Cooperative, an independent special district of the State of Florida (the “Cooperative”) and FWP (the “CMAR”), with respect to the Project, as identified and described in the Pre-Construction Addendum, the Cooperative and the CMAR hereby establish a Guaranteed Maximum Price (GMP), Contract Time for the Work and amend the Agreement as set forth below.

1. The CMAR’s (GMP) for the Work as defined in Section 6.1.3 and the CMAR’s Fee as defined in Section 6.1.2, for the Construction Phase Services is \$5,138,830.00.

2. This price is for the performance of the Work in accordance with the Schedules listed below and attached to this Addendum as follows:

Schedule 1 CMAR’s Personnel.

Schedule 2 Contract Drawings & Specifications.

Schedule 3 GMP Bid Breakdown.

Schedule 4 Clarifications, Assumptions, Exclusions and Allowances.

3. Pursuant to Article 2, Section 2.5, the Project critical dates are as follow:

A. Construction Phase Commencement Date 04/08/2024 Stated in the Notice To Proceed

B. Project Substantial Completion Date 252 Calendar days from Notice to Proceed

C. Project Final Completion Date 35 Calendar days after Substantial Completion

4. In the event the CMAR does not achieve Substantial Completion within the Contract Time, including approved extensions, the CMAR shall pay the Cooperative, as liquidated damages and not as a penalty, the sum of **\$750** per day for each calendar day the actual time of performance exceeds the authorized Contract Time.

5. The CMAR shall not be due any additional Construction Phase Fee on increases in the GMP that do not exceed a cumulative total of \$5,138,830.00.

6. The CMAR’s Fee for overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, shall be 8% of the cost of work, as defined under section 6.1.3, and contingency. The CMAR’s Fee shall be converted to a fix amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid proportionally to the ratio of the work in place, including stored materials (see Article 8.1.3), as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less.

7. Pursuant to Section 6.1.3.2.2, the cost of the premiums for all insurance and cost of premiums for all bonds, which the CMAR is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of 1.75 % of the final Contract Amount and CMAR bonds will be cost at a fixed rate of 0.60 %. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor bonds the CMAR deems appropriate. There shall be no CMAR Overhead and profit fee on this item.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized Project Administrators, as of the effective date.

**POLK REGIONAL WATER COOPERATIVE, an  
independent special district of the State of Florida**

ATTEST:

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

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

Chairman  
Board of Directors

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Cooperative Attorney                      Date

**Construction Manager at Risk.**

a \_\_\_\_\_ corporation

Attest:

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

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

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

## Section 3: Schedule 1 – CMAR's Personnel

Name	Title	Duration (Months)	Percentage
<b>Off-Site Staff</b>			
Dave Boyer	Scheduler	9	20%
Ryan Smith	Safety Manager	9	10%
Kathy Gawlik	Project Coordinator	9	40%
Jared Costello	Project Engineer	9	40%
<b>On-Site Staff</b>			
John Graf	Sr. Project Manager	9	80%

## **Section 4: Schedule 2 – Contract Drawings & Specifications**

The following documents were used to develop GMP-1.

1. SE Water Transmission Main Construction Package 2A Technical Specifications, dated December 2023 prepared by TeamOne.
2. Southeast Water Transmission Main Construction Package 2A drawings, dated January 2024 prepared by TeamOne.
3. Geotechnical Engineering Report – PRWC SE Wellfield Pipeline Seg 8, dated March 14, 2023 prepared by Madrid CPWG.
4. Addendums 1 -3 prepared by FWP, TeamOne, and PRWC. The addendums are included in Section 5.

## **Section 5:** Schedule 3 – GMP Bid Breakdown

Enclosed is the GMP-1 summary and backup.

**POLK REGIONAL WATER COOPERATIVE**  
**Southeast Transmission Pipeline**  
**CONSTRUCTION PACKAGE NO. 2A**

Bid Form-Construction Package No. 2A - *Addendum 2					
Pay Item No.	Item Description	Qty.	Unit	Unit Cost (\$)	Extended Cost (\$)
1	Mobilization/Demobilization	1	LS	\$195,000.00	\$195,000.00
2	Gopher Tortoise Survey	1	LS	\$5,000.00	\$5,000.00
3	Pre-construction Video	1	LS	\$4,000.00	\$4,000.00
4	Survey & As-builts	1	LS	\$27,000.00	\$27,000.00
5	30" Ductile Iron Water Main	7,268	LF	\$371.50	\$2,700,062.00
6	30" Butterfly Valve	3	EA	\$26,000.00	\$78,000.00
7	30" Fittings	6	EA	\$15,000.00	\$90,000.00
8	2" Flushing valve outlet	4	EA	\$5,000.00	\$20,000.00
9	3" Air Release assembly	3	EA	\$22,000.00	\$66,000.00
10	8" Blow off assembly	3	EA	\$25,000.00	\$75,000.00
11	Below Grade Bacteriological Sampling Assembly	10	EA	\$4,000.00	\$40,000.00
12	Water Main Testing and Disinfection	1	LS	\$65,000.00	\$65,000.00
13	Existing Utility Location, Relocations & Support	1	LS	\$40,000.00	\$40,000.00
14	Fill Dirt-Temporary Berm	205	CY	\$35.00	\$7,175.00
15	Maintenance of Traffic	1	LS	\$45,000.00	\$45,000.00
16	Clearing and Grubbing	1	LS	\$50,000.00	\$50,000.00
17	Erosion and Sediment Control	1	LS	\$40,000.00	\$40,000.00
18	Asphalt Roadway Repair	50	SY	\$751.00	\$37,550.00
19	Milling and Overlay	865	SY	\$87.00	\$75,255.00
20	Asphalt Driveway Replacement	22	SY	\$350.00	\$7,700.00
21	Concrete Driveway Replacement	14	SY	\$450.00	\$6,300.00
22	Dirt Road Restoration	41	SY	\$200.00	\$8,200.00
23	Sodding	1	LS	\$46,000.00	\$46,000.00
24	Seed and Mulch	1	LS	\$25,000.00	\$25,000.00
<b>25</b>	<b>Fencing-Remove/Reinstall</b>	<b>1965</b>	<b>LF</b>	\$14.00	\$27,510.00
26	Brick wall Demolition and Disposal	1	LS	\$5,000.00	\$5,000.00
27	Gopher Tortoise Permitting And Relocation			\$50,000.00	\$ 50,000.00
28	Utility Pole Protection			\$80,000.00	\$ 80,000.00
<b>Three million nine hundred fifteen thousand seven hundred fifty-two dollars</b>					<b>\$3,915,752.00</b>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and Agreement to Perform Work with full knowledge and understanding that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



William Poczekaj - Director

02/22/2024

Signature

Print Name/Title

Date



## SETM PACKAGE 2A ADDENDUM #1

1. **BIDDER QUESTION:** Where will water come from for pigging and testing the lines?

**RESPONSE:** Water for construction is accessible as indicated in Exhibit A to this Addendum.

2. **BIDDER QUESTION:** Will 5% retainage be withheld from stored material until final completion?

**RESPONSE:** 5% retainage will be withheld from each pay application, including any stored materials, until final completion is achieved.

3. **BIDDER QUESTION:** The current design is for the installation of 2ea butterfly valves. Please note that BFVs cannot be pigged through and as such the line must be installed with sleeves holding the location of proposed BFVs to allow pigging. After pigging and prior to pressure testing the valves will then be installed at the location of the sleeves. With this large diameter pipe the combined cost of the BFV and sleeve is nearly identical to the cost of a gate valve which does allow pigging. Will gate valves be allowed in lieu of BFVs?

**RESPONSE:** Note that there are three (3) butterfly valves indicated in the drawings and on the bid form. The project specifications do not require pigging however it is the responsibility of the selected Contractor to ensure that the installed lines are clean, tested and disinfected per the standards and FDEP. Bidders should base their pricing on the valves specified (butterfly). The bid submittal documents contain sections for value added, value engineering and substitutions that may be considered as part of the bid evaluation.

4. **BIDDER QUESTION:** Please provide the following information for: a) substantial & final completion time, b) liquidated damages per day, c) warranty/maintenance period.

**RESPONSE:**

- a) Bidder is to provide a project baseline schedule in accordance with 9. Submittal Documents in the Invitation to Bid as a consideration for evaluation and determination of substantial and final completion dates.

- b) Liquidated damages for this package will be \$3,250/day.

- c) Reference 3.22 Uncovering/Correction of Subcontract Work in the Agreement to Perform Work document.

### Additional Bidder Information/Clarification:

-The selected Contractor will need to submit a right-of-way permit application with \$30 fee for review to Lake Hamilton for the work along Detour Road.

-References to PAVT-01 on Sheets PP-006 and PP-031 should reference PAVT-11.

-Bid Submittal Documents optional value engineering, cost savings and substitutions form should reference ITB Section 2.1 Items #5 & **#6**

-There is no owner direct purchase materials anticipated for this package.

-Exhibit G Federal Funding Requirements and the CMAR Services Agreement has been uploaded to BuildingConnected for reference.

-Bid Submittal Documents page 1 indicates that the documents should be included in the Sealed Bid and submitted to CMAR's Winter Garden office. These documents should **not** be submitted to the CMARs Winter Garden office and should be submitted in accordance with the Submittal Instructions in the Invitation to Bid.

**The undersigned hereby certifies that Bidder has carefully reviewed the information provided as included herein and with full knowledge and understanding of the aforementioned intends to submit a Bid Proposal and is able to enter into contract with the PRWC either directly or indirectly to complete all work as bid.**

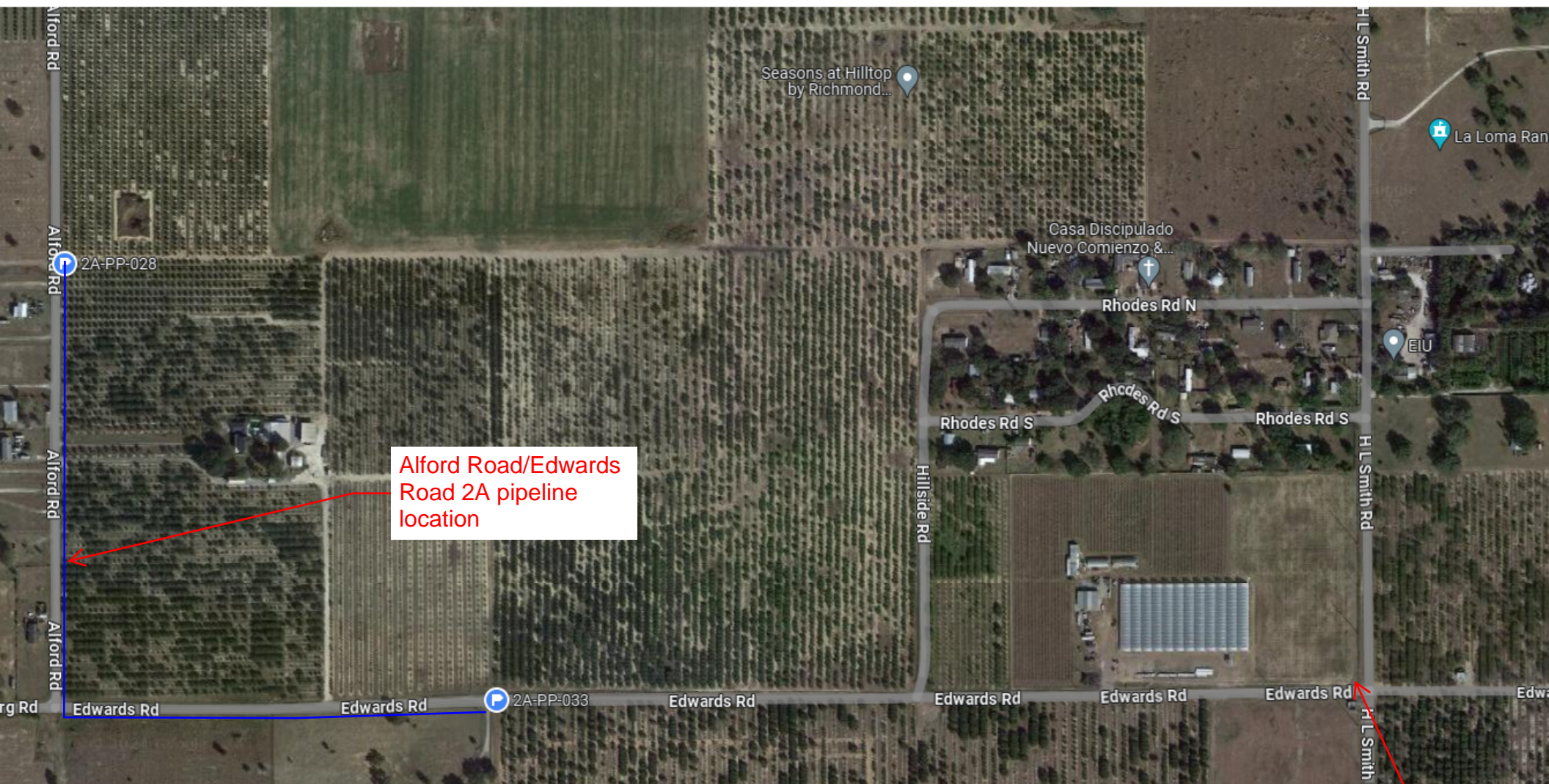
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**SIGNATURE**

**PRINT NAME/TITLE**

**DATE**

EXHIBIT A



Alford Road/Edwards Road 2A pipeline location



Fire Hydrant location for an existing 10" WM operated by the Dundee Water District. Contractor will be responsible for procuring a water meter and water usage costs. 99 / 863-438-8330



GENERAL NOTES:

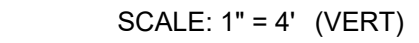
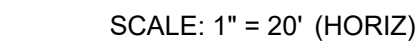
1. CONTRACTOR SHALL COORDINATE WITH CASSIDY HOMES DEVELOPMENT PRIOR TO CONSTRUCTION.
2. MAINTAIN MIN. 4FT HORIZONTAL SEPARATION FROM ALL FUTURE STRUCTURES.
3. FULL LENGTH OF PIPE PREFERRED TO BE CENTERED AT UTILITY CROSSINGS.
4. CONTRACTOR TO CONTACT DUKE ENERGY FOR POWER POLES WITHIN 5' OF WATER MAIN INSTALLATION SO UTILITY POLES CAN BE PROTECTED AND HELD DURING EXCAVATION.

SUE DATA (TEST HOLES):

1. TH-03-005: TELEPHONE, DIRECT BURIED CABLE  
1" Ø T.O.P = 175.14'
2. TH-03-006: TELEPHONE, DIRECT BURIED CABLE  
1.5" Ø T.O.P = 176.09'
3. TH-03-007: WATER MAIN, CAST IRON  
4" Ø T.O.P = 174.60'
4. TH-03-008: GAS MAIN, POLYETHYLENE  
4" Ø T.O.P = 172.91'



## KEY PLAN



DESIGNED
JC
DRAWN
JC
CHECKED
WR
DATE
January 2024



**WSP USA, INC.**  
301 E. PINE STREET  
SUITE 1020  
ORLANDO, FL 32801  
Tel.: +1 407.587.7800  
**wsp.com**  
NUMBER: 00001462

POLK REGIONAL WATER COOPERATIVE  
SOUTHEAST WATER TRANSMISSION MAIN

CONSTRUCTION PACKAGE 2A  
HAMILTON BLUFFS. DETOUR ROAD  
STA. 3059+50 TO STA. 3063+50

## VERIFY SCALES

BAR IS ONE INCH ON  
ORIGINAL DRAWING

0 1"

IF NOT ONE INCH ON

THIS SHEET, ADJUST  
SCALES ACCORDINGLY

**JOB NO.**

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## AWING N

PP - 012

SHEET NO.

17 OF 30



**SETM PACKAGE 2A  
ADDENDUM #2  
02/09/2024**

1. **BIDDER QUESTION:** Is the contractor to completely clear the utility easement along the pipe alignment?

**RESPONSE:** The limits of the permanent easement are to be cleared. Clearing of the temporary easement is up to the discretion of the selected contractor except for citrus grove areas. The contractor must clear any citrus trees they encounter within the Permanent Easement and temporary easement unless there is a note or call out specifically stating otherwise.

**Additional Bidder Information/Clarification:**

-The bid sheet has been reissued as "4 – Bid Sheet – SETM Package 2A Addendum 2" and bid item **25. Fencing Remove/Reinstall** now accounts for removal and replacement of both fence types (barbed wire and wood stockade) encountered on pages PP-031, PP-032, and PP-033.

The undersigned hereby certifies that Bidder has carefully reviewed the information provided as included herein and with full knowledge and understanding of the aforementioned intends to submit a Bid Proposal and is able to enter into contract with the PRWC either directly or indirectly to complete all work as bid.

---

**SIGNATURE**

**PRINT NAME/TITLE**

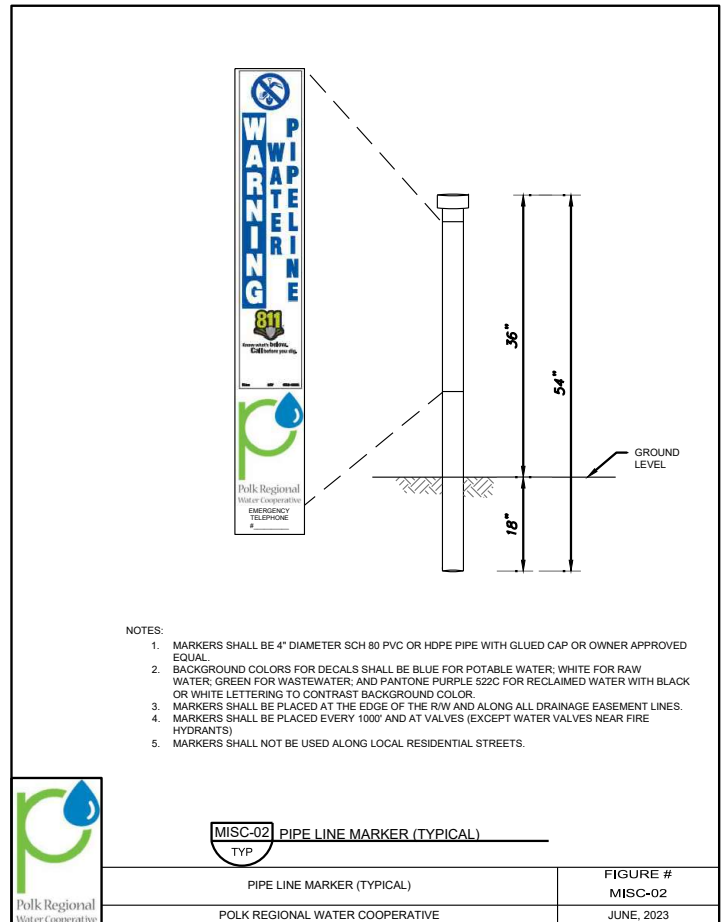
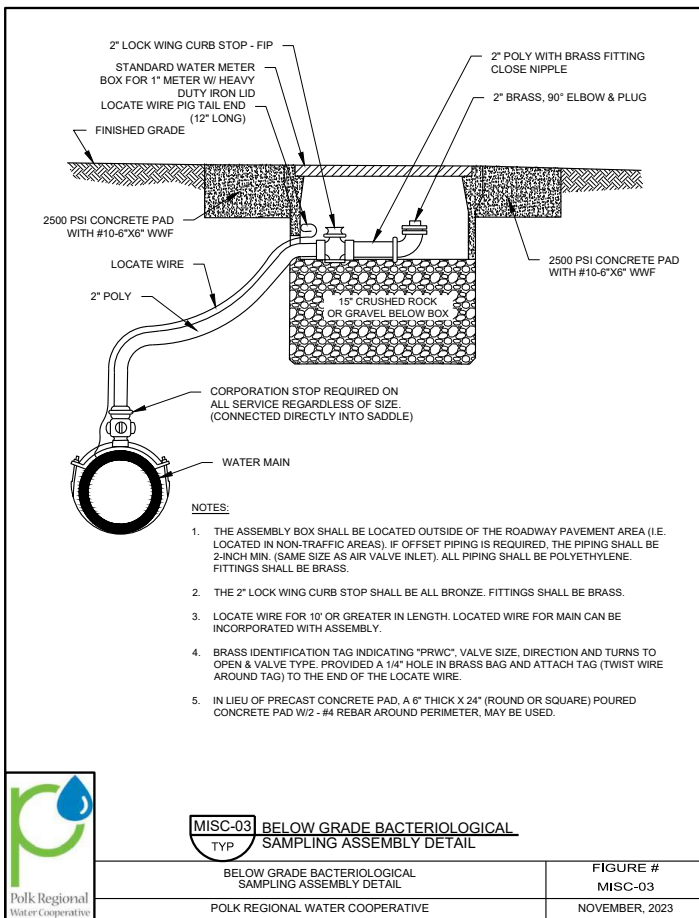
**DATE**



SETM PACKAGE 2A  
ADDENDUM #3  
02/13/2024

**Additional Bidder Information/Clarification:**

-Details are being provided for the below grade bacteriological sampling assemblies as well as pipeline markers.



The undersigned hereby certifies that Bidder has carefully reviewed the information provided as included herein and with full knowledge and understanding of the aforementioned intends to submit a Bid Proposal and is able to enter into contract with the PRWC either directly or indirectly to complete all work as bid.

SIGNATURE

PRINT NAME/TITLE

DATE

## **Section 6: Schedule 4 – Clarifications, Assumptions, Exclusions & Allowances**

GMP and project schedule provided is contingent on all easements being available no later than 6/1/2024 so that gopher tortoise relocation, clearing and grubbing and material deliveries can occur before the full mobilization takes place.

Permitting costs other than for gopher tortoises are excluded from these costs. All other permits should be available no later than 4/29/24.

No species mitigation efforts have been included other than gopher tortoise survey and relocation.

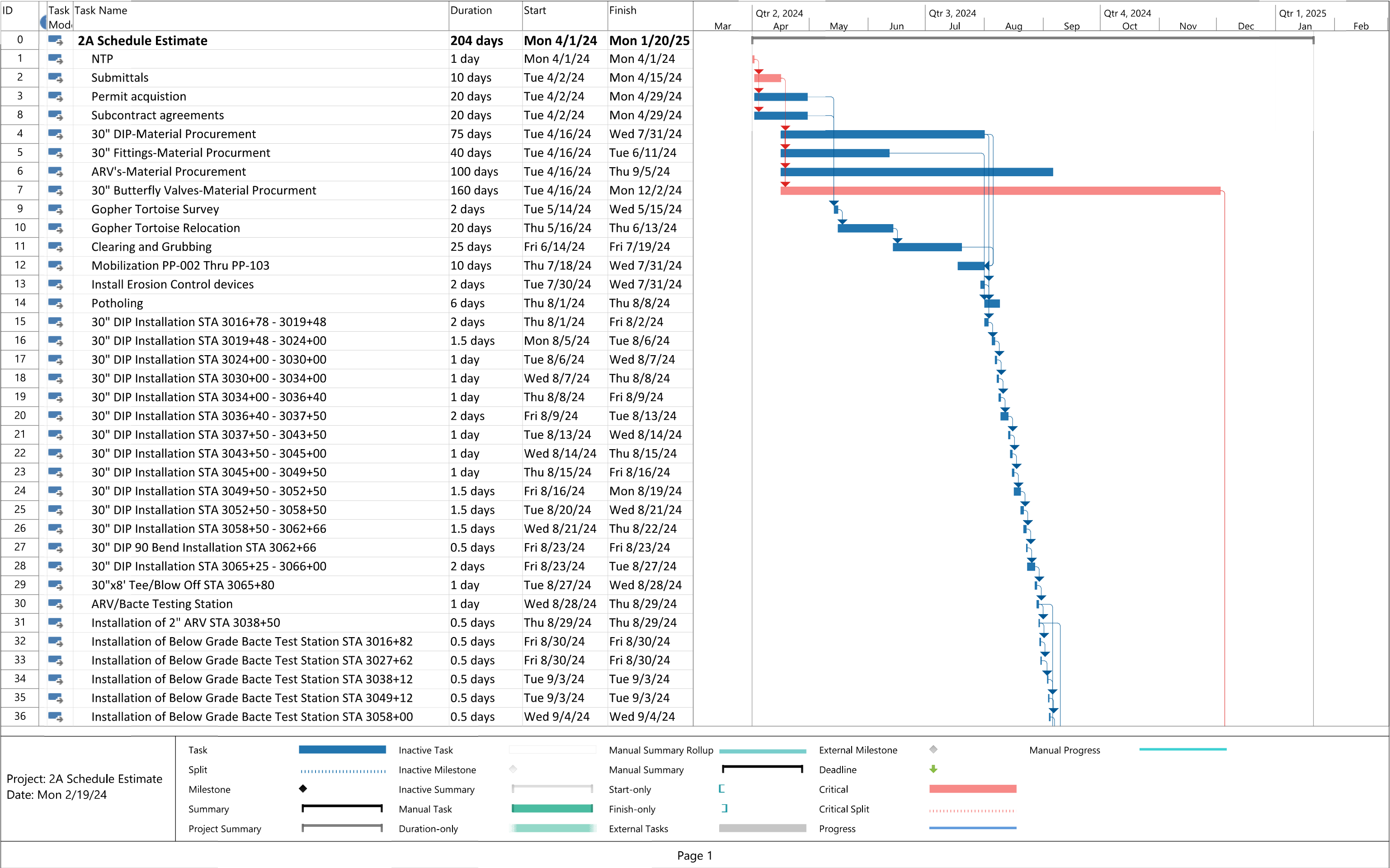
No cost has been included in the GMP for CMAR, Engineer or Owner related facilities for this segment.

The GMP is based on a closed book lump sum agreement with a NTP date of April 9, 2024

The following pages are Addendums 1 – 3 as prepared during the bidding process.

## **Section 7: Bid Package 2A – CPM Schedule**

Please see the following pages for the CPM Schedule for Bid Package 2A.





# Polk County

## Polk Regional Water Cooperative

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Agenda Item H.2.

3/20/2024

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### **SUBJECT**

Update on Southeast Wellfield Project (Information)

### **DESCRIPTION**

This will be a recurring agenda item to keep the PRWC Board of Directors updated on progress related to the design, permitting and construction of the Southeast Wellfield Project. Staff will provide an overview of:

- 1) Production well construction;
- 2) Injection well construction;
- 3) Water production facility design;
- 4) Water transmission main design;
- 5) Land acquisition;
- 6) Permitting activities;
- 7) Other key activities as needed.

### **RECOMMENDATION**

This is an information item, and no action is required.

### **FISCAL IMPACT**

No fiscal impact.

### **CONTACT INFORMATION**

Mark Addison

## Polk Regional Water Cooperative

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Agenda Item H.3.3/20/2024

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**SUBJECT**

Adopt Resolution 2024-07 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #11A) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)

**DESCRIPTION**

Pursuant to Cooperative Resolution 2023-06, the Cooperative Board approved (March 2023) 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. Resolution 2024-07 constitutes a Parcel Resolution for the SELFA WPF raw water transmission line and SETM finished water pipeline projects, specifically related to those parcels described in Exhibits "A," "B," "C" and "D." This resolution authorizes the Cooperative, its officers, employees, contractors and attorneys to acquire permanent and temporary construction easement(s) in certain lands described in Exhibits "A," "B," "C" and "D" by negotiation, contract or legal proceedings, including eminent domain proceedings pursuant to Chapters 73 and 74, Florida Statutes.

**RECOMMENDATION**

Adopt Resolution 2024-07 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #11A) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects.

**FISCAL IMPACT**

No fiscal impact.

**CONTACT INFORMATION**

Mark Addison

Ed de la Parte

## **POLK REGIONAL WATER COOPERATIVE**

### **Resolution 2024-07**

#### **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**, 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 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 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), 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 (2033-PE), (2033-TCE), (2034-PE), (3007-PE) and (3007-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 March, 2024

Southeast Wellfield Project Board of the Polk Regional Water Cooperative:

\_\_\_\_\_  
Chair

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

Approved as to Form:

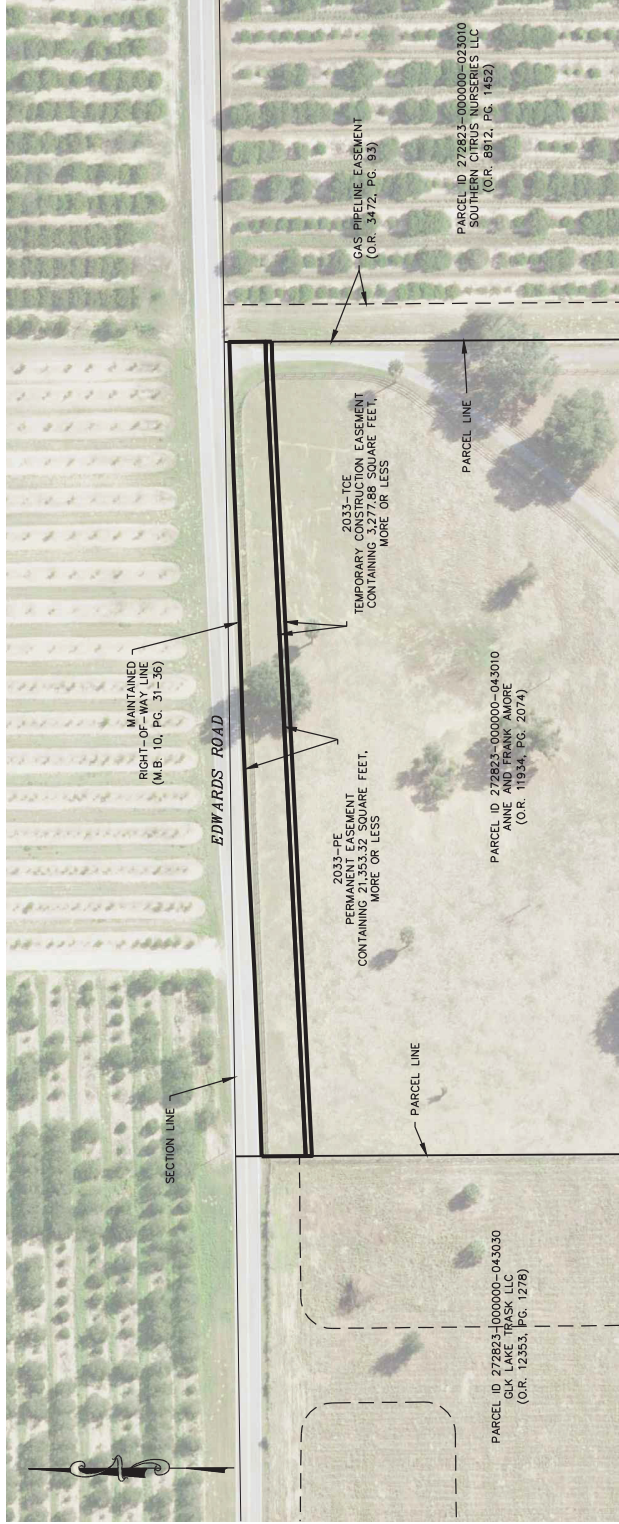
\_\_\_\_\_  
Edward P. de la Parte  
Legal Counsel

## **EXHIBIT A**

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

[See Attached 8 Pages]

EXHIBIT



GRAPHIC SCALE



( IN FEET )  
1 inch = 100 feet

PRWC

ANNE AND FRANK AMORE EXHIBIT



CHASTAIN-SKILLMAN  
205 EAST ORANGE STREET  
LAKELAND, FL 33801-4811  
(883) 645-1402

© 2023 CHASTAIN-SKILLMAN C.S. No. 201

CS PROJECT NUMBER: 8825.03
PARCEL NUMBER: 2033
SHEET NUMBER: V-01

FIELD BY:	DATE OF SURVEY: 9/23/2024	
FIELD BOOK & PAGE: 000 000		
NUMBER	DATE	DESCRIPTION

DESCRIPTION  
2033-PE

DESCRIPTION:

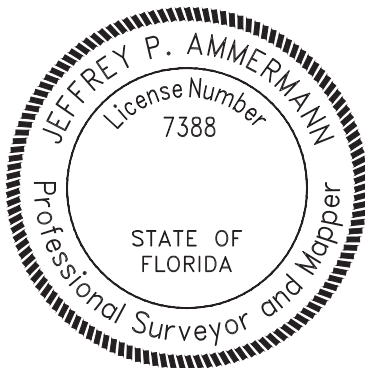
A parcel of land being a portion of a parcel as described in Official Records Book 11934, Pages 2074 through 1275, Public Records of Polk County, Florida, as located in Section 23, Township 28 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the East 1/2 of the West 1/2 of the Southwest 1/4 of said Section 23; thence South 00°19'44" East, along the West line of said East 1/2 of the West 1/2 of the Southwest 1/4 of Section 23, 21.03 feet to the intersection with the South maintained right-of-way line of Edwards Road as depicted in Map Book 10, Pages 31 through 36, Public Records of Polk County, Florida and the POINT OF BEGINNING; thence along said South maintained right-of-way line the following nine (9) courses; thence (1) North 88°19'12" East, 5.08 feet; thence (2) North 87°59'36" East, 43.01 feet; thence (3) North 87°36'10" East, 100.04 feet; thence (4) North 87°02'06" East, 100.08 feet; thence (5) North 87°36'26" East, 100.04 feet; thence (6) North 88°10'48" East, 100.02 feet; thence (7) North 87°36'26" East, 100.04 feet; thence (8) North 88°10'48" East, 100.02 feet; thence (9) North 88°38'19" East, 7.59 feet to the intersection with the East line of said parcel; said intersection point lying South 00°21'33" East, 4.28 feet from the Northeast corner of the East 1/2 of the West 1/2 of the Southwest 1/4 of said Section 23; thence South 00°21'33" East, along the East line of said parcel, 29.18 feet; thence South 89°09'14" West, 15.52 feet; thence South 87°09'14" West, 640.66 feet to the West line of said parcel; thence North 00°19'44" West, along said West line of parcel, 35.29 feet to the POINT OF BEGINNING.

Said combined parcels contain 21,353.32 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: 2024.01.23  
14:53:47 -05'00'

JEFFREY P. AMMERMAN, 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, INC. - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

**2033-PE**

**DRAWN BY: S. CHILDS**

**FIELD BOOK: — PAGE: —**

**DATE: 01/23/2024**

**SHEET NO. V-01**

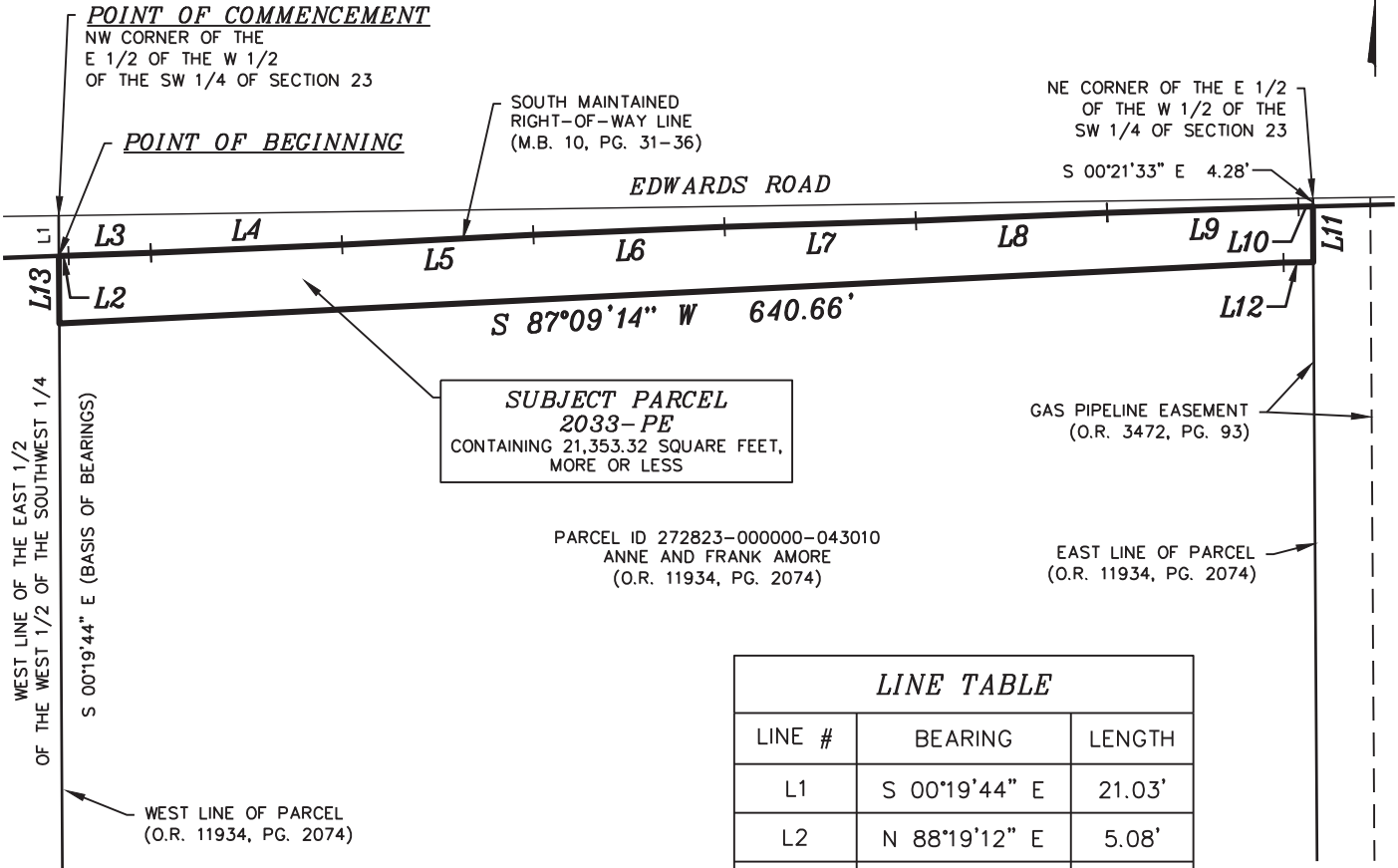
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**LEGEND:**

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

**DESCRIPTION SKETCH**  
**2033-PE**

SCALE 1" = 100'

**NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the West line of the Parcel described in Official Records Book 11934, Pages 2074 through 2075, Public Records of Polk County, Florida, being assumed South 00°19'44" East.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°19'44" E	21.03'
L2	N 88°19'12" E	5.08'
L3	N 87°59'36" E	43.01'
L4	N 87°36'26" E	100.04'
L5	N 87°02'06" E	100.08'
L6	N 87°36'26" E	100.04'
L7	N 88°10'48" E	100.02'
L8	N 87°36'26" E	100.04'
L9	N 88°10'48" E	100.02'
L10	N 88°38'19" E	7.59'
L11	S 00°21'33" E	29.18'
L12	S 89°17'24" W	15.52'
L13	N 00°19'44" W	35.29'

SHEET 2 OF 2

CS PROJECT: 8825.03

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

2033-PE

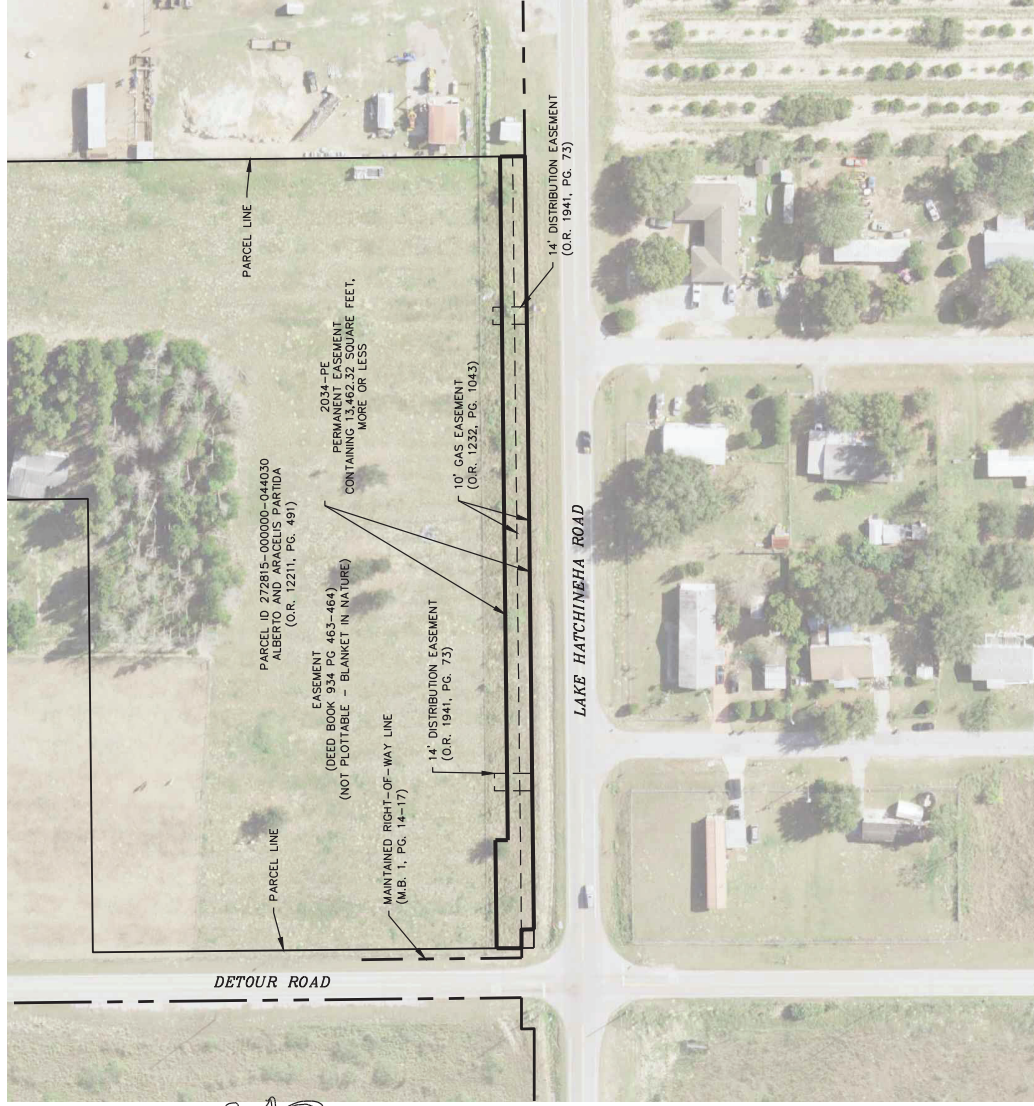
DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 01/23/2024

SHEET NO. V-02

C:\Users\JAMMER~1\AppData\Local\Temp\AcPublish\_6708\882503-SCC-2023-04-05-EDWARDS ESMT.dwg 2033-PE(2) Jan 23, 2024 12:06pm by: jammermann



<div> <div>CHASTAIN SKILLMAN</div> <div>205 EAST ORANGE STREET SUITE #101 LAKEVIEW, NJ 07033-4611 (863) 646-1402</div> <div>  <div>CHASTAIN SKILLMAN</div> </div> </div>		<div> <div>PRWC</div> <div>ALBERTO AND ARACELIS PARTIDA EXHIBIT</div> </div>		<div> <div>GRAPHIC SCALE</div> <div>  <div>100 0 50 100 200</div> <div>( IN FEET )</div> <div>1 inch = 100 feet</div> </div> </div>		<div> <div>CS PROJECT NUMBER: 8825.03</div> <div>PARCEL NUMBER: 2034</div> <div>SHEET NUMBER: V-01</div> </div>	
<div> <div>NUMBER</div> <div>DATE</div> <div>DESCRIPTION</div> </div>		<div> <div>FIELD BY:</div> <div>DATE: 02/19/2024</div> <div>FIELD BOOK &amp; PAGE: 000 000 000</div> </div>		<div> <div>FIELD BY:</div> <div>DATE:</div> <div>FIELD BOOK &amp; PAGE:</div> </div>		<div> <div>CS PROJECT NUMBER: 8825.03</div> <div>PARCEL NUMBER: 2034</div> <div>SHEET NUMBER: V-01</div> </div>	

DESCRIPTION  
2034-PE

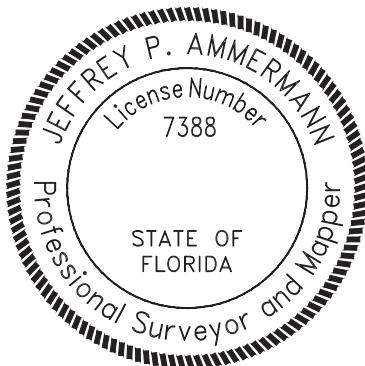
DESCRIPTION:

A parcel of land being a portion of the parcel described in Official Records Book 12211, Pages 491 through 492, Public Records of Polk County, Florida, as located in Section 15, Township 28 South, Range 27 East, being more particularly described as follows:

BEGIN at the Southeast corner of said parcel; thence South 89°33'15" West, along the South line of said parcel and the North right-of-way line of Lake Hatchineha Road as depicted on the Florida Department of Transportation Section Map 16820-2150, a distance of 622.08 feet to the right-of-way as described in Official Records Book 423, Pages 325 through 326, Public Records of Polk County, Florida; thence North 00°21'21" West, along said right-of-way line, 10.00 feet; thence South 89°33'15" West, along said right-of-way line, 15.00 feet to the intersection with the West line of said parcel, also being described as the East right-of-way line of Detour Road in said Official Records Book 12211, Pages 491 through 492; thence North 00°23'27" West, along said West line of parcel, 20.00 feet; thence North 89°33'15" East, 87.08 feet; thence South 00°21'21" East, 10.00 feet; thence North 89°33'15" East, 550.01 feet to the East line of said parcel; thence South 00°23'27" East, along said East line of parcel, 20.00 feet to the POINT OF BEGINNING. Said parcel containing 13,462.32 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: 2024.02.19  
18:37:04 -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, INC. - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

**2034-PE**

**DRAWN BY:** S. CHILDS

**FIELD BOOK:** — **PAGE:** —

**DATE:** 02/19/2024

**SHEET NO. V-01**

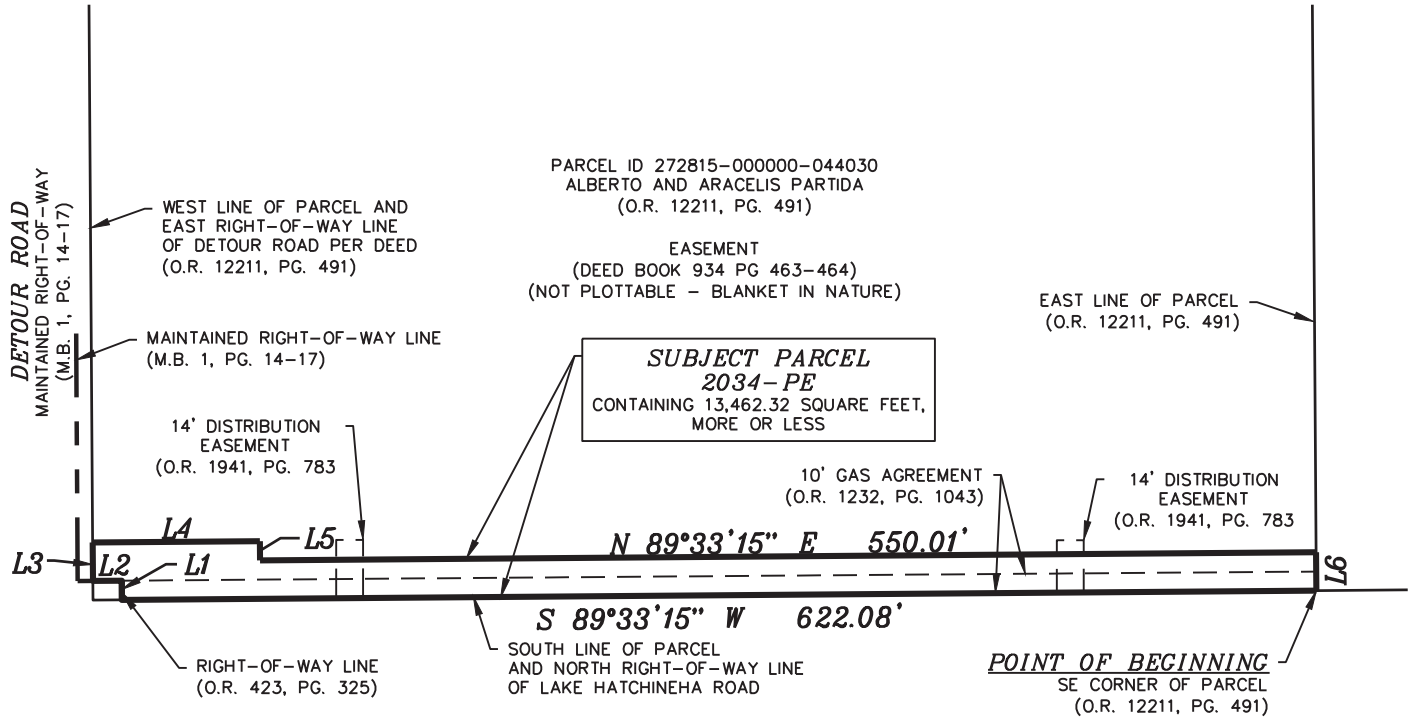
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**LEGEND:**

P.B. = PLAT BOOK  
PGS. = PAGES  
O.R. = OFFICIAL RECORDS BOOK  
M.B. = MAP BOOK  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT

**DESCRIPTION SKETCH**  
**2034-PE****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on South line of a parcel described in Official Records Book 12211, Pages 491-492, Public Records of Polk County, Florida, being South 89°33'15" West.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

**LINE TABLE**

LINE #	BEARING	LENGTH
L1	N 00°21'21" W	10.00'
L2	S 89°33'15" W	15.00'
L3	N 00°23'27" W	20.00'
L4	N 89°33'15" E	87.08'
L5	S 00°21'21" E	10.00'
L6	S 00°23'37" E	20.00'

**LAKE HATCHINEHA ROAD**  
RIGHT-OF-WAY WIDTH VARIES  
(FLORIDA DEPARTMENT  
OF TRANSPORTATION  
SECTION 16820-2150)

SCALE 1" = 100'

SHEET 2 OF 2

CS PROJECT: 8825.03

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

2034-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/19/2024

SHEET NO. V-02

EXHIBIT



CS PROJECT NUMBER 8825.03		FIELD BY:		GRAPHIC SCALE	
PARCEL NUMBER: 3007		DATE: 02/13/2024		100 0 100 200 1 inch = 100 feet	
SHEET NUMBER: V-01		FIELD BOOK & PAGE: 000 000 000			
		PRWC		UNIVERSITY OF FLORIDA FOUNDATION EXHIBIT	
		CHASTAIN SKILLMAN			
		CHASTAIN-SKILLMAN 205 EAST ORANGE STREET LAKELAND, FL 33801-4811 (883) 645-1402 © 2023 CHASTAIN SKILLMAN C.S. No. 281			
NUMBER		DATE		DESCRIPTION	

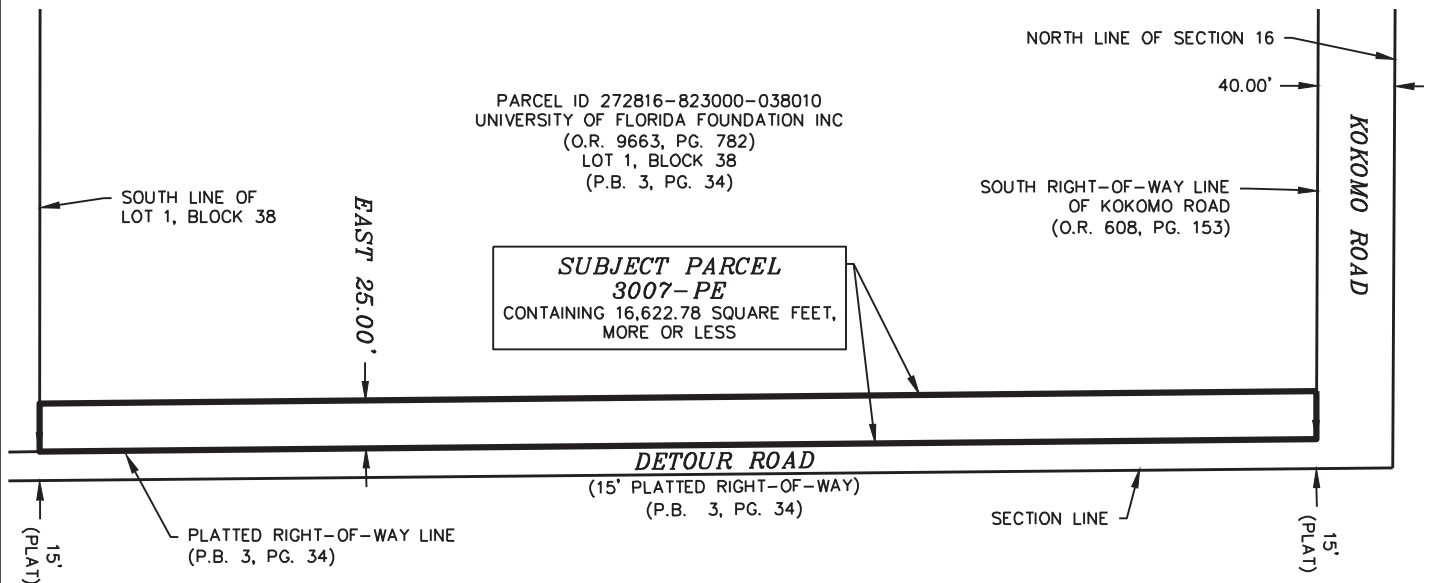
**LEGEND:**

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

**DESCRIPTION AND SKETCH**  
**3007-PE****NOTES:**

1) This is not a Boundary survey.

SCALE  
1"=100'

**DESCRIPTION:**

A parcel of land being a portion of Lot 1, Block 38, of the plat of MAP OF LAKE HAMILTON, as recorded in Plat Book 3, Page 34, and described in Official Records Book 9663 Pages 782 through 784, Public Records of Polk County, Florida, located in Section 16, Township 28 South, Range 27 East, being more particularly described as follows:

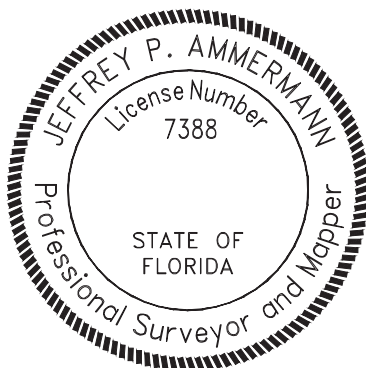
The East 25.00 feet of said Lot 1, Block 38.

LESS AND EXCEPT right-of-way for Kokomo Road as described in Official Records Book 608, Pages 153 through 154, Public Records of Polk County, Florida.

Said parcel containing 16,622.78 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: 2024.02.13  
09:50:30 -05'00'

JEFFREY P. AMMERMAN, 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 1

CS PROJECT: 8825.03

3007-PE

SHEET NO. V-01

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/13/2024

P:\882503\CAD\Survey\KEY SHEET 1\9-DETOUR ROAD\882503-SCC-2023-04-04-DETOUR ESMT.dwg 3007-PE Feb 13, 2024 9:49am by: jammermann

## **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 exclusive and 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 Grantor'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, well, septic tanks and septic drain fields, that PRWC damaged or cause 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 GRANTOR 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 the GRANTOR 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 GRANTOR.
4. GRANTOR shall not have the right to grant other easements to other parties without the prior written consent of the PRWC. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be

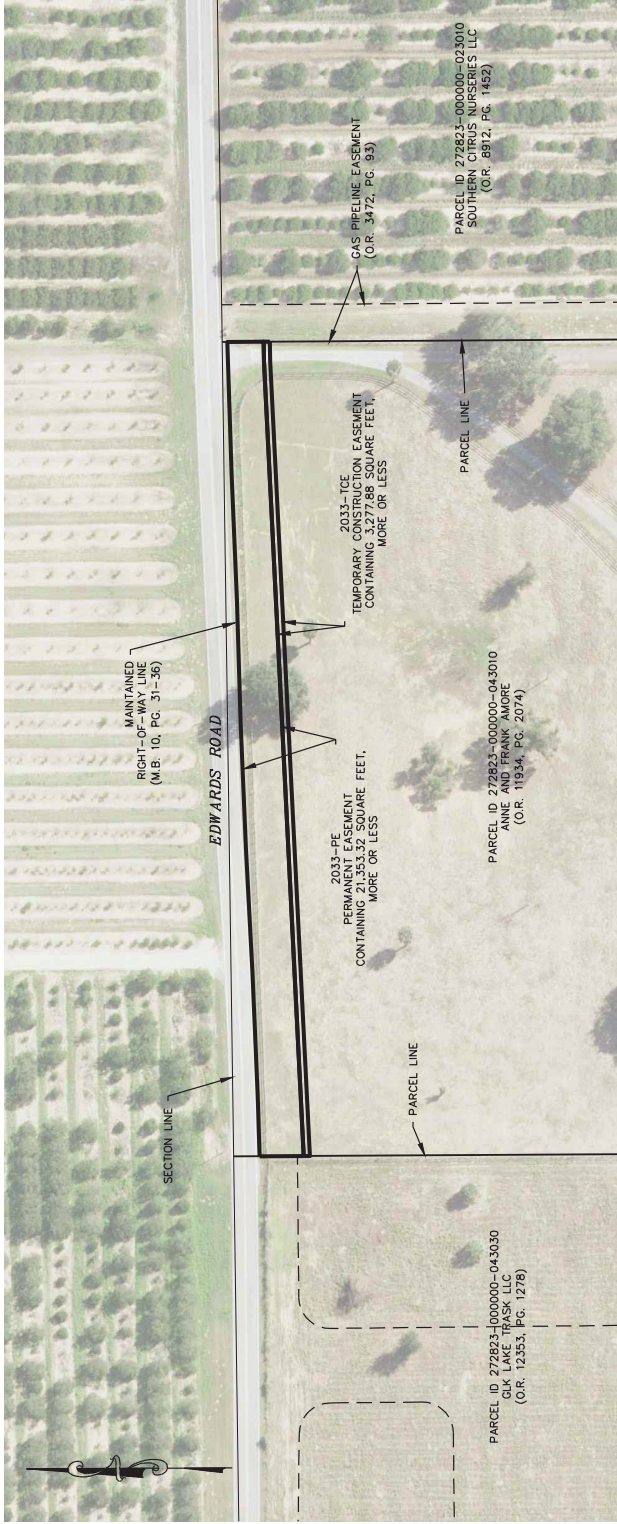
responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good or better condition that existed prior to the disturbance activity by PRWC.

## **EXHIBIT C**

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

[See Attached 5 Pages]

EXHIBIT



GRAPHIC SCALE



( IN FEET )  
1 inch = 100 feet

PRWC

ANNE AND FRANK AMORE EXHIBIT



CHASTAIN-SKILLMAN  
205 EAST ORANGE STREET  
LAKELAND, FL 33801-4811  
(883) 645-1402

C.S. No. 201  
© 2023 CHASTAIN-SKILLMAN

CS PROJECT NUMBER: 8825.03
PARCEL NUMBER: 2033
SHEET NUMBER: V-01

			PRWC			ANNE AND FRANK AMORE EXHIBIT		
								
			CHASTAIN SKILLMAN 200 CHASTAIN SKILLMAN STREET SUITE #110 LAKELAND, FL 33801-4811 (888) 546-1622			C.A. NO. 201		

DESCRIPTION  
2033-TCE

DESCRIPTION:

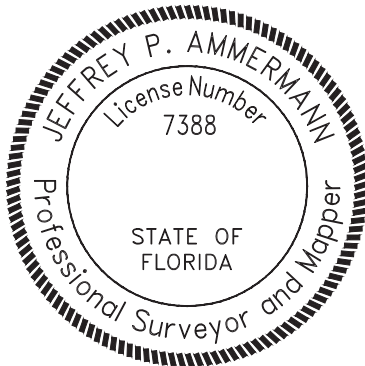
A parcel of land being a portion of a parcel as described in Official Records Book 11934, Pages 2074 through 1275, Public Records of Polk County, Florida, as located in Section 23, Township 28 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the East 1/2 of the West 1/2 of the Southwest 1/4 of said Section 23; thence South 00°19'44" East, along the West line of said East 1/2 of the West 1/2 of the Southwest 1/4 of Section 23, 21.03 feet to the intersection with the South maintained right-of-way line of Edwards Road as depicted in Map Book 10, Pages 31 through 36, Public Records of Polk County, Florida; thence continue South 00°19'44" East, along the West line of said parcel, 35.29 feet to the POINT OF BEGINNING; thence North 87°09'14" East, 640.66 feet; thence North 89°17'24" East, 15.52 feet to the intersection with the East line of said parcel; said point lying South 00°21'33" East, 33.46 feet from the Northeast corner of the East 1/2 of the West 1/2 of the Southwest 1/4 of said Section 23; thence South 00°21'33" East, along said East parcel line, 5.00 feet; thence South 89°17'24" West, 15.53 feet; thence South 87°09'14" West, 640.66 feet to the West line of said parcel; thence North 00°19'44" West, along said West line of parcel, 5.00 feet to the POINT OF BEGINNING.

Said combined parcels contain 3,277.88 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: 2024.01.23  
14:55:50 -05'00'

JEFFREY P. AMMERMAN, 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, INC. - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

**2033-TCE**

**DRAWN BY: S. CHILDS**

**FIELD BOOK: — PAGE: —**

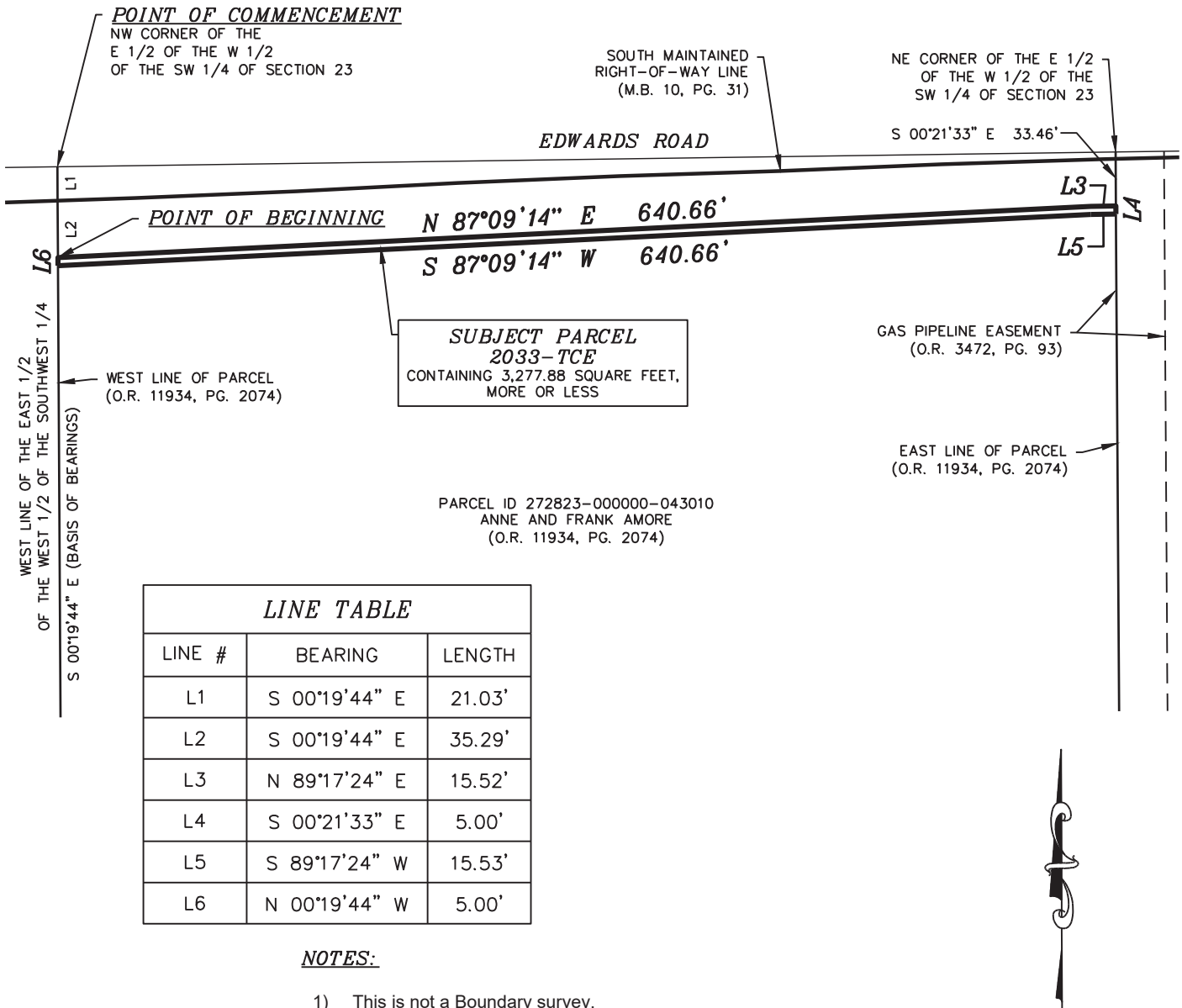
**DATE: 01/23/2024**

**SHEET NO. V-01**

P:\882503\CAD\Survey\KEY SHEET 1\12-EDWARDS ROAD\882503-SCC-2023-04-05-EDWARDS ESMT.dwg 2033-TCE Jan 23, 2024 1:44pm by: jammermann

**LEGEND:**

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

**DESCRIPTION SKETCH**  
**2033-TCE****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the West line of the Parcel described in Official Records Book 11934, Pages 2074 through 2075, Public Records of Polk County, Florida, being assumed South 00°19'44" East.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

**SHEET 2 OF 2****CS PROJECT: 8825.03**

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

**2033-TCE****DRAWN BY: S. CHILDS****FIELD BOOK: — PAGE: —****DATE: 01/23/2024****SHEET NO. V-02**

5: \\882503\CAD\Survey\KEY SHEET 1\12-EDWARDS ROAD\882503-SCC-2023-04-05-EDWARDS ESMT.dwg 2033-TCE(2) Jan 23, 2024 1:44pm by: jammermann

EXHIBIT



NUMBER
DATE
DESCRIPTION

CHASTAIN-SKILLMAN  
205 EAST ORANGE STREET  
LAKELAND, FL 33801-4811  
(883) 645-1402  
© 2023 CHASTAIN-SKILLMAN C.S. No. 281



UNIVERSITY OF FLORIDA FOUNDATION EXHIBIT

PRWC

GRAPHIC SCALE



CS PROJECT NUMBER: 8825.03
PARCEL NUMBER: 3007
SHEET NUMBER: V-01

**LEGEND:**

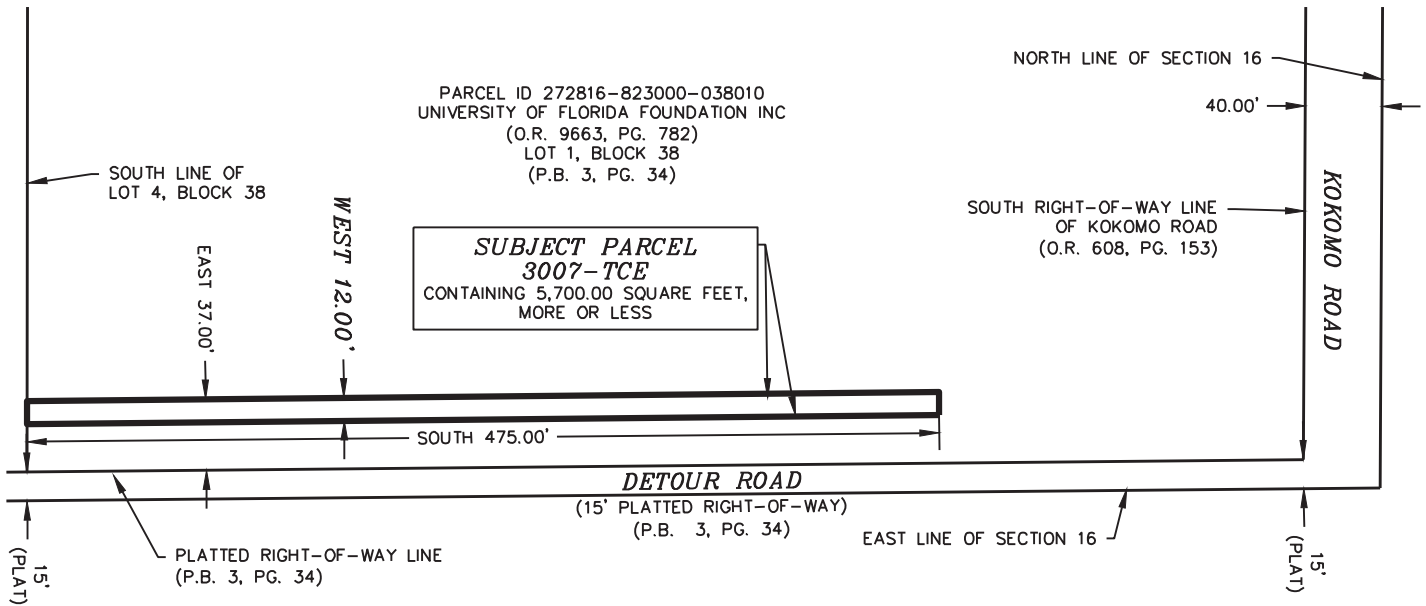
P.B. = PLAT BOOK  
PG. = PAGE  
O.R. = OFFICIAL RECORDS BOOK  
M.B. = MAP BOOK  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT

**DESCRIPTION AND SKETCH**  
**3007-TCE**

**NOTES:**

1) This is not a Boundary survey.

**SCALE**  
**1"=100'**



**DESCRIPTION:**

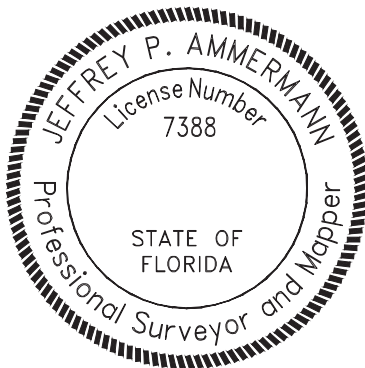
A parcel of land being a portion of Lot 1, Block 38, of the plat of MAP OF LAKE HAMILTON, as recorded in Plat Book 3, Page 34, and described in Official Records Book 9663 Pages 782 through 784, Public Records of Polk County, Florida, located in Section 16, Township 28 South, Range 27 East, being more particularly described as follows:

The West 12.00 feet of the East 37.00 feet of the South 475.00 feet of said Lot 1, Block 38.

Said parcel containing 5,700.00 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: 2024.02.13 10:25:18 -05'00'

JEFFREY P. AMMERMAN, 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 1**

**CS PROJECT: 8825.03**

**3007-TCE**

**SHEET NO. V-01**

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

**DRAWN BY: S. CHILDS**

**FIELD BOOK: — PAGE: —**

**DATE: 02/13/2024**

5: \\882503\CAD\Survey\KEY SHEET 1\9-DETOUR ROAD\882503-SCC-2023-04-04-DETOUR ESMT.dwg 3007-TCE Feb 13, 2024 9:59am by: jammermann

## **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.

## Polk Regional Water Cooperative

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Agenda Item H.4.3/20/2024

---

**SUBJECT**

Adopt Resolution 2024-08 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #11B) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)

**DESCRIPTION**

Pursuant to Cooperative Resolution 2023-06, the Cooperative Board approved (March 2023) 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. Resolution 2024-08 constitutes a Parcel Resolution for the SELFA WPF raw water transmission line and SETM finished water pipeline projects, specifically related to those parcels described in Exhibits "A," "B," "C" and "D." This resolution authorizes the Cooperative, its officers, employees, contractors and attorneys to acquire permanent and temporary construction easement(s) in certain lands described in Exhibits "A," "B," "C" and "D" by negotiation, contract or legal proceedings, including eminent domain proceedings pursuant to Chapters 73 and 74, Florida Statutes.

**RECOMMENDATION**

Adopt Resolution 2024-08 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #11B) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects.

**FISCAL IMPACT**

No fiscal impact.

**CONTACT INFORMATION**

Mark Addison

Ed de la Parte

## **POLK REGIONAL WATER COOPERATIVE**

### **Resolution 2024-08**

#### **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**, 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 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 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), 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 (1044-PE), (1044-TCE), (1045-PE), (1045-TCE), (1050-PE) and (1050-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 March, 2024.

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 6 Pages]

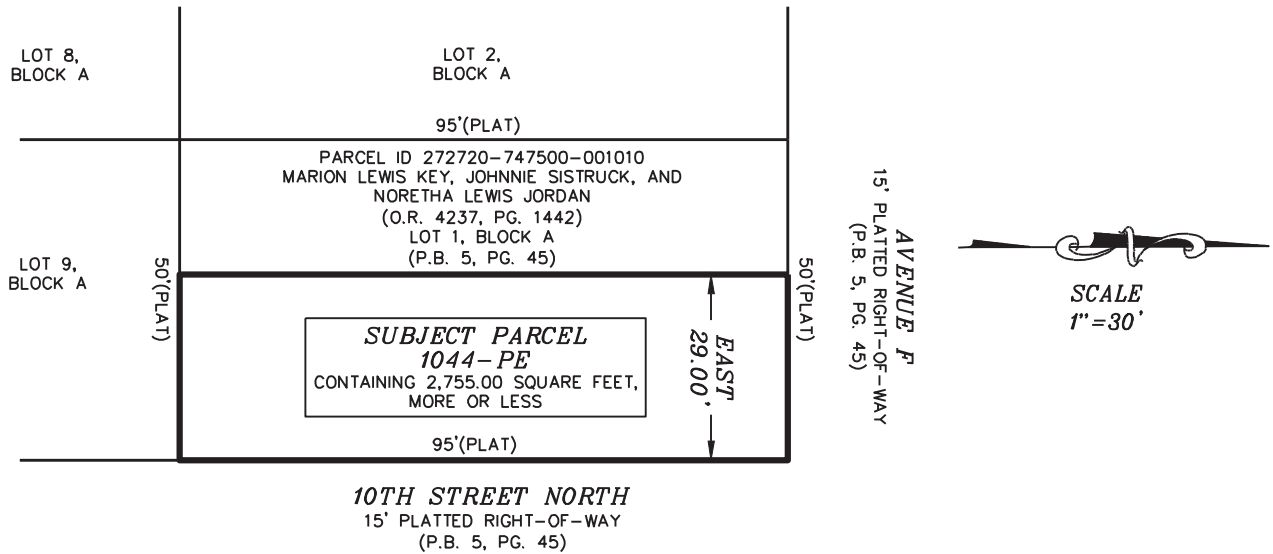


**LEGEND:**

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

**DESCRIPTION AND SKETCH**  
**1044-PE****NOTES:**

1) This is not a Boundary survey.

**DESCRIPTION:**

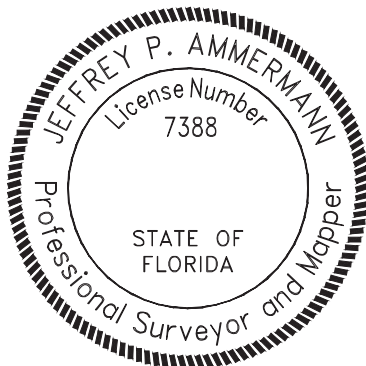
A parcel of land being a portion of Lot 1, Block A, of the plat of I. KATZ'S LAKE SHORE ADDITION, as recorded in Plat Book 5, Page 45, as described in Official Records Book 4237, Page 1442, Public Records of Polk County, Florida, located in Section 20, Township 27 South, Range 27 East, being more particularly described as follows:

The East 29.00 feet of said Lot 1, Block A.

Said parcel containing 2,755.00 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: 2024.02.23  
16:19:49 -05'00'

JEFFREY P. AMMERMAN, 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 1****CS PROJECT: 8825.03****1044-PE****SHEET NO. V-01**

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

**DRAWN BY: S. CHILDS****FIELD BOOK: — PAGE: —****DATE: 02/23/2024**

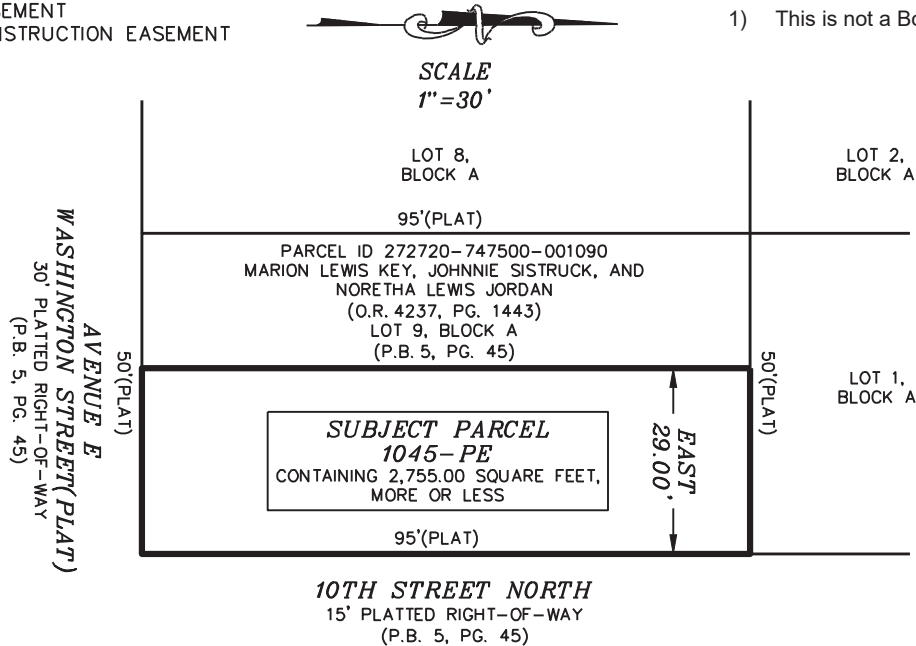


**LEGEND:**

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

**DESCRIPTION AND SKETCH**  
**1045-PE****NOTES:**

1) This is not a Boundary survey.

**DESCRIPTION:**

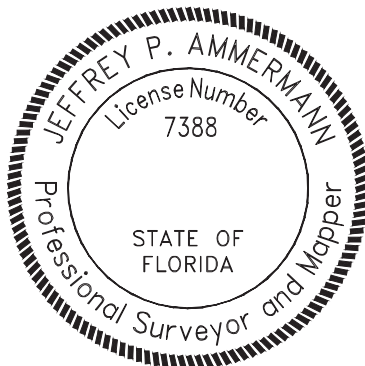
A parcel of land being a portion of Lot 9, Block A, of the plat of I. KATZ'S LAKE SHORE ADDITION, as recorded in Plat Book 5, Page 45, as described in Official Records Book 4237, Page 1443, Public Records of Polk County, Florida, located in Section 20, Township 27 South, Range 27 East, being more particularly described as follows:

The East 29.00 feet of said Lot 9, Block A.

Said parcel containing 2,755.00 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: 2024.02.23  
17:07:08 -05'00'

JEFFREY P. AMMERMAN, 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 1****CS PROJECT: 8825.03**

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

**1045-PE****DRAWN BY: S. CHILDS****FIELD BOOK: — PAGE: —****DATE: 02/23/2024****SHEET NO. V-01**

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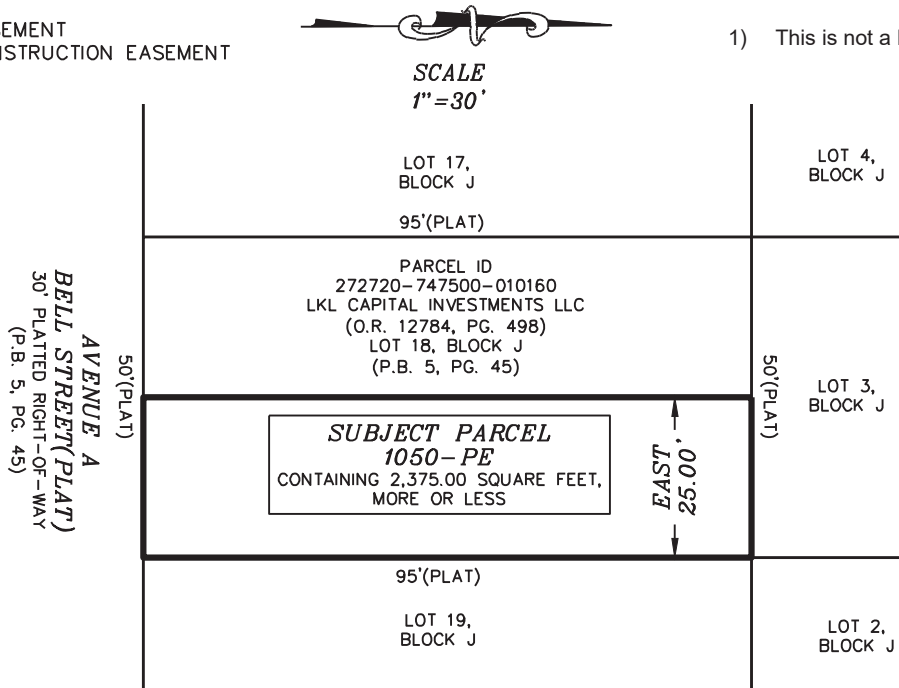


**LEGEND:**

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

**DESCRIPTION AND SKETCH**  
**1050-PE****NOTES:**

1) This is not a Boundary survey.

**DESCRIPTION:**

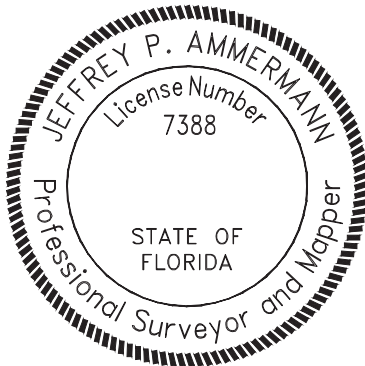
A parcel of land being a portion of Lot 18, Block J, of the plat of I. KATZ'S LAKE SHORE ADDITION, as recorded in Plat Book 5, Page 45, and described in Official Records Book 12784, Pages 498 through 499, Public Records of Polk County, Florida, located in Section 20, Township 27 South, Range 27 East, being more particularly described as follows:

The East 25.00 feet of said Lot 18, Block J.

Said parcel containing 2,375.00 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: 2024.02.24

08:34:30 -05'00'

JEFFREY P. AMMERMAN, 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  
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SHEET 1 OF 1

CS PROJECT: 8825.03

1050-PE

SHEET NO. V-01

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/24/2024

## **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 exclusive and 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 Grantor'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, well, septic tanks and septic drain fields, that PRWC damaged or cause 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 GRANTOR 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 the GRANTOR 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 GRANTOR.
4. GRANTOR shall not have the right to grant other easements to other parties without the prior written consent of the PRWC. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be

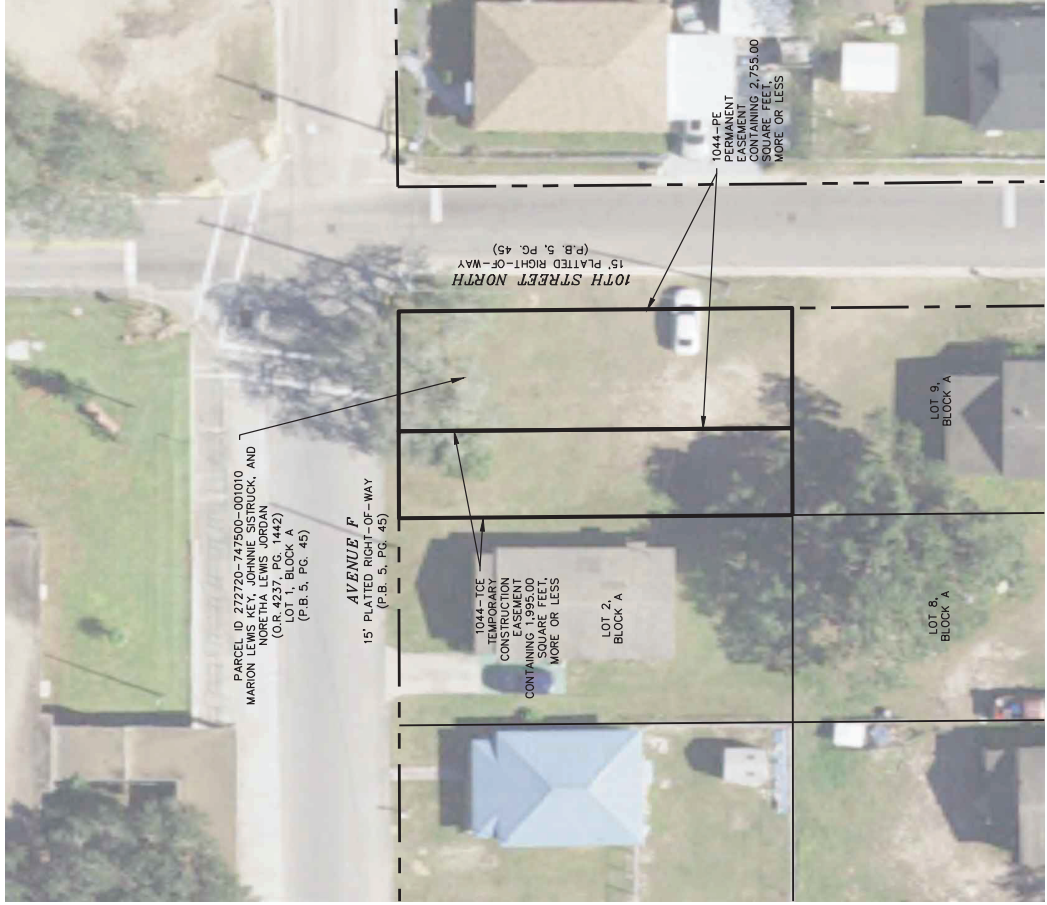
responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good or better condition that existed prior to the disturbance activity by PRWC.

## **EXHIBIT C**

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

[See Attached 6 Pages]

EXHIBIT



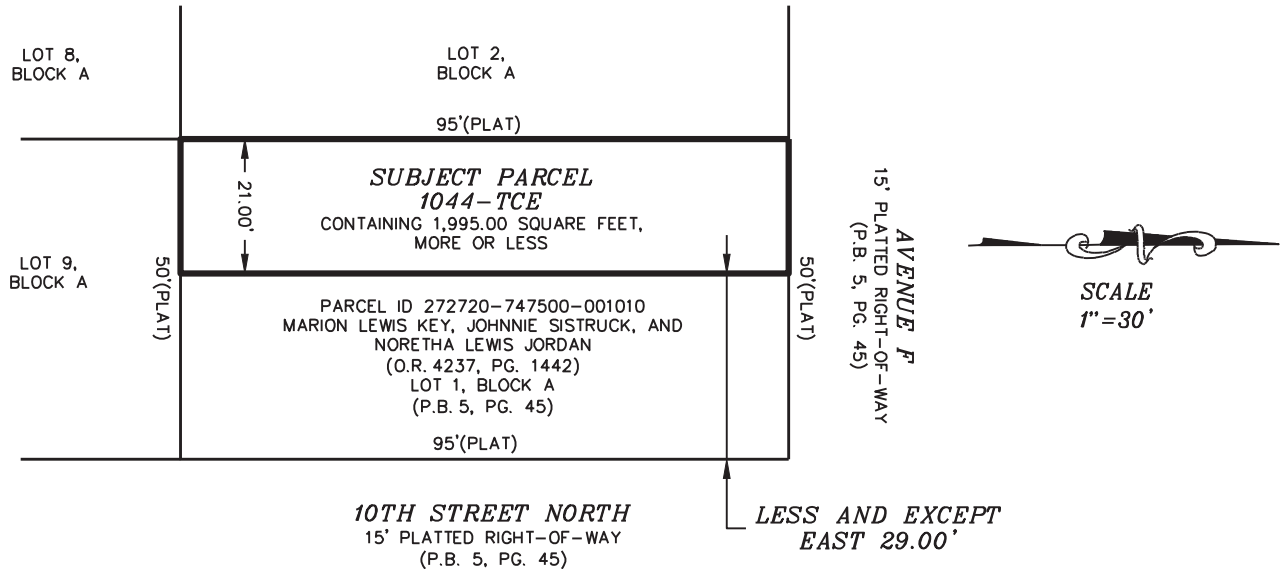
CHASTAIN-SKILLMAN 205 EAST ORANGE STREET LAKELAND, FL 33801-14811 (883) 645-1402 © 2023 CHASTAIN-SKILLMAN C.S. No. 281			 <b>CHASTAIN SKILLMAN</b>			PRWC						FIELD BY: <div>DATE: 02/23/2024</div>			PARCEL NUMBER: 1044
NUMBER			DATE			DESCRIPTION			FIELD BOOK & PAGE: 000 000 000			SHEET NUMBER: V.01			

**LEGEND:**

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

**DESCRIPTION AND SKETCH**  
**1044-TCE****NOTES:**

1) This is not a Boundary survey.

**DESCRIPTION:**

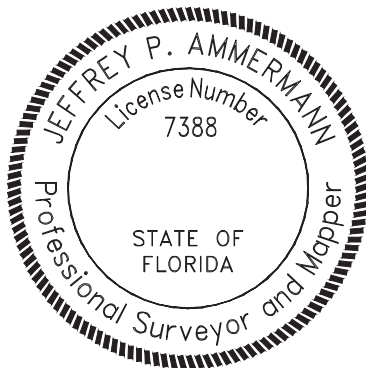
A parcel of land being a portion of Lot 1, Block A, of the plat of I. KATZ'S LAKE SHORE ADDITION, as recorded in Plat Book 5, Page 45, as described in Official Records Book 4237, Page 1442, Public Records of Polk County, Florida, located in Section 20, Township 27 South, Range 27 East, being more particularly described as follows:

Lot 1, Block A, less and except the East 29 feet.

Said parcel containing 1,995.00 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: 2024.02.23  
16:29:14 -05'00'

JEFFREY P. AMMERMAN, 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  
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SHEET 1 OF 1

CS PROJECT: 8825.03

1044-TCE

SHEET NO. V-01

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/23/2024

5: \\882503\CAD\Survey\KEY SHEET 1\1-10TH STREET\882503-SCC-2024-02-21-10TH-ESM\TS.dwg 1044-TCE Feb 23, 2024 4:28pm by: jammermann



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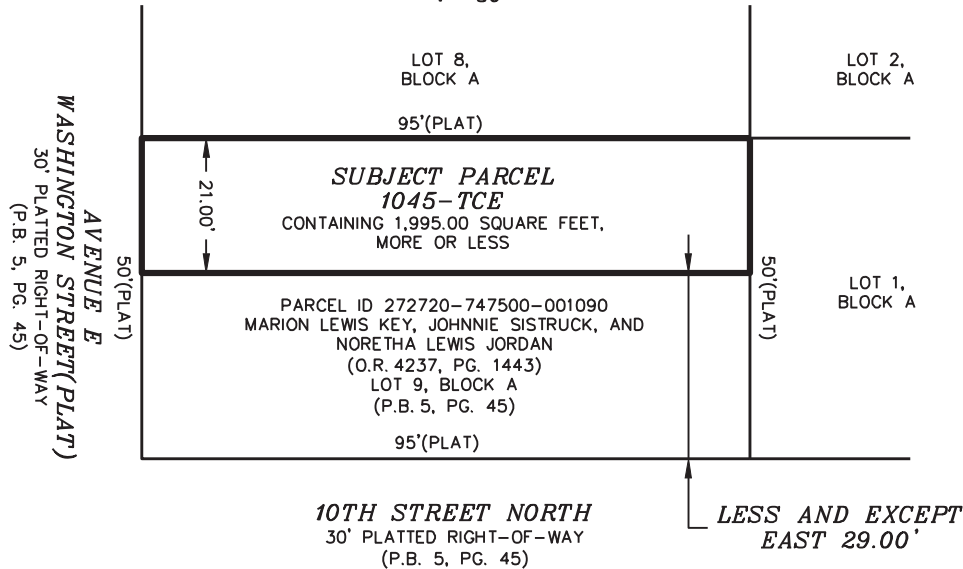
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ID = IDENTIFICATION  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT

**DESCRIPTION AND SKETCH**  
**1045-TCE**

**NOTES:**

1) This is not a Boundary survey.

**SCALE**  
**1"=30'**



**DESCRIPTION:**

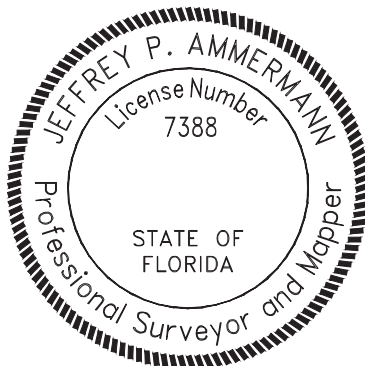
A parcel of land being a portion of Lot 9, Block A, of the plat of I. KATZ'S LAKE SHORE ADDITION, as recorded in Plat Book 5, Page 45, as described in Official Records Book 4237, Page 1443, Public Records of Polk County, Florida, located in Section 20, Township 27 South, Range 27 East, being more particularly described as follows:

Lot 9, Block A, less and except the East 29 feet.

Said parcel containing 1,995.00 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: 2024.02.23  
17:13:00 -05'00'

JEFFREY P. AMMERMAN, 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 1**

**CS PROJECT: 8825.03**

**1045-TCE**

**SHEET NO. V-01**

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

**DRAWN BY: S. CHILDS**

**FIELD BOOK: — PAGE: —**

**DATE: 02/23/2024**

5: \\882503\CAD\Survey\KEY SHEET 1\1-10TH STREET\882503-SCC-2024-02-21-10TH-ESMTS.dwg 1045-TCE Feb 23, 2024 5:12pm by: jammermann



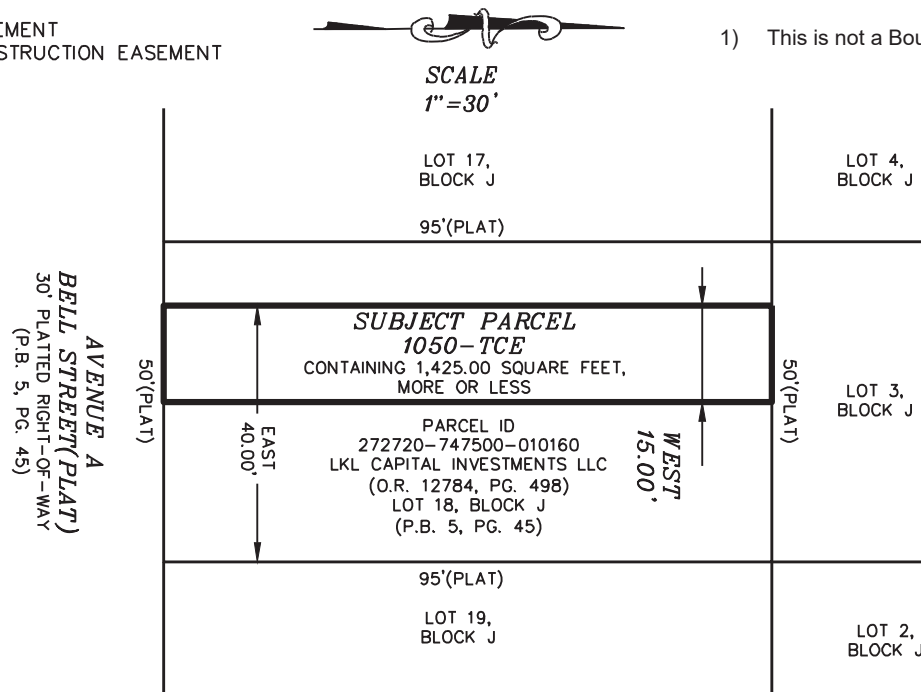
**LEGEND:**

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

**DESCRIPTION AND SKETCH**  
**1050-TCE**

**NOTES:**

1) This is not a Boundary survey.



**DESCRIPTION:**

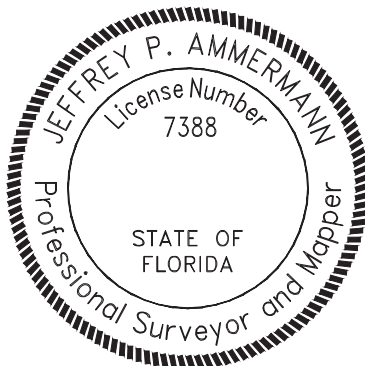
A parcel of land being a portion of Lot 18, Block J, of the plat of I. KATZ'S LAKE SHORE ADDITION, as recorded in Plat Book 5, Page 45, and described in Official Records Book 12784, Pages 498 through 499, Public Records of Polk County, Florida, located in Section 20, Township 27 South, Range 27 East, being more particularly described as follows:

The West 15.00 feet of the East 40.00 feet of said Lot 18, Block J.

Said parcel containing 1,425.00 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.



Digitally signed by  
Jeffrey P Ammermann  
Date: 2024.02.24  
08:39:40 -05'00'

JEFFREY P. AMMERMAN, 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  
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SHEET 1 OF 1

CS PROJECT: 8825.03

1050-TCE

SHEET NO. V-01

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/24/2024

5: \\882503\CAD\Survey\KEY SHEET 1\1-10TH STREET\882503-SCC-2024-02-21-10TH-ESMTS.dwg 1050-TCE Feb 24, 2024 8:39am by: jammermann

## **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.

## Polk Regional Water Cooperative

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Agenda Item H.5.3/20/2024

---

**SUBJECT**

Adopt Resolution 2024-09 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #11C) to Implement the Southeast Lower Florida Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)

**DESCRIPTION**

Pursuant to Cooperative Resolution 2023-06, the Cooperative Board approved (March 2023) 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. Resolution 2024-09 constitutes a Parcel Resolution for the SELFA WPF raw water transmission line and SETM finished water pipeline projects, specifically related to those parcels described in Exhibits "A," "B," "C" and "D." This resolution authorizes the Cooperative, its officers, employees, contractors, and attorneys to acquire permanent and temporary construction easement(s) in certain lands described in Exhibits "A," "B," "C" and "D" by negotiation, contract or legal proceedings, including eminent domain proceedings pursuant to Chapters 73 and 74, Florida Statutes.

**RECOMMENDATION**

Adopt Resolution 2024-09 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #11C) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects.

**FISCAL IMPACT**

No fiscal impact.

**CONTACT INFORMATION**

Mark Addison

Ed de la Parte

## **POLK REGIONAL WATER COOPERATIVE**

### **Resolution 2024-09**

#### **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**, 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 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 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), 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 (10008-PE), (10008-TCE), (10009-PE), (10009-TCE), (10011-PE), (10011-TCE), (10016-PE-A), (10016-TCE-A), (10016-PE-B) and (10016-TCE-B) 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 March, 2024

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 11 Pages]



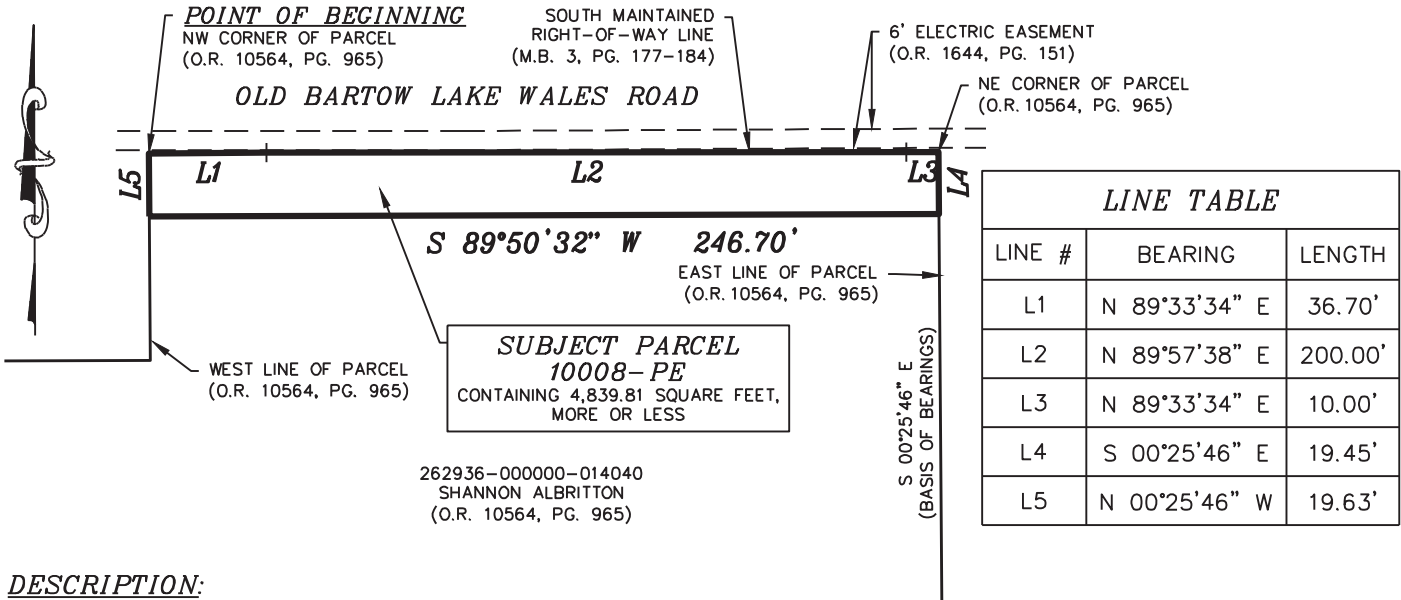
**LEGEND:**

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

**DESCRIPTION AND SKETCH****10008-PE****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the parcel described in official Records Book 12564, Page 965, Public Records of Polk County, Florida, being South 00°25'46" East

SCALE 1" = 60'

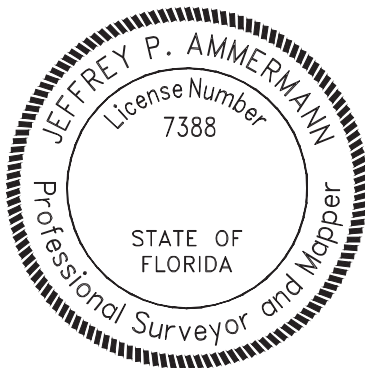
**DESCRIPTION:**

A parcel of land being a portion of a parcel described in Official Records Book 10564, Pages 965 through 966, located in Section 36, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of said parcel also being the South maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, thence North 89°33'34" East, along said maintained right-of-way line, 36.70 feet; thence North 89°57'38" East, along said maintained right-of-way line, 200.00 feet; thence North 89°33'34" East, along said maintained right-of-way line, 10.00 feet to the Northeast corner of said parcel; thence South 00°25'46" East, along the East line of said parcel, 19.45 feet; thence South 89°50'32" West, 246.70 feet to the West line of said parcel; thence North 00°25'46" West, along said West line, 19.63 feet to the POINT OF BEGINNING. Said parcel containing 4,839.81 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: 2024.02.24  
10:47:45 -05'00'

JEFFREY P. AMMERMAN, 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 1

CS PROJECT: 8825.03

10008-PE

SHEET NO. V-01

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/24/2024



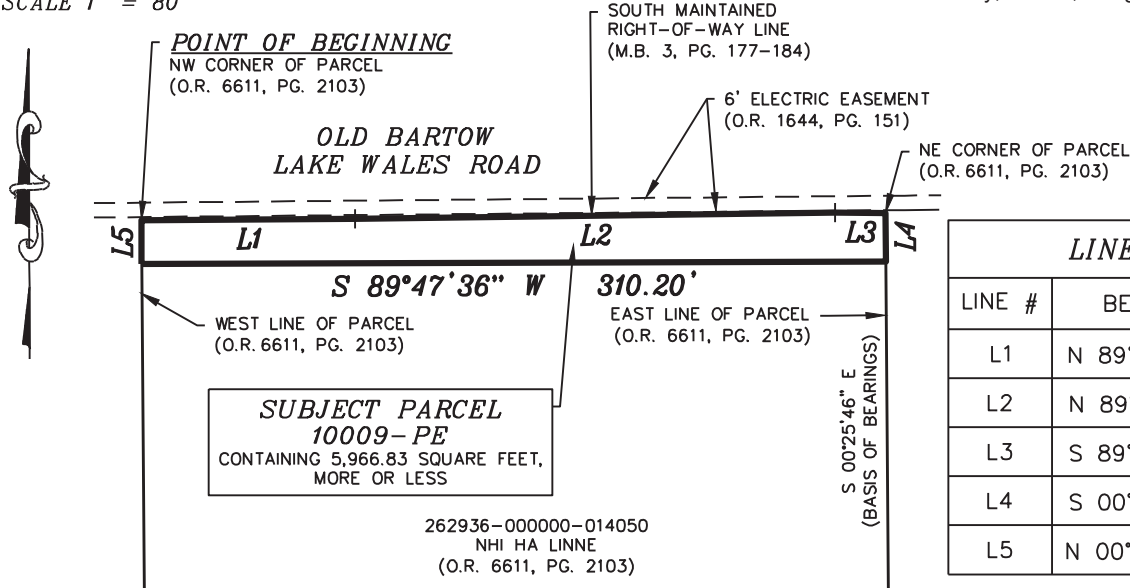
**LEGEND:**

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

**DESCRIPTION AND SKETCH****10009-PE****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the parcel described in official Records Book 6611, Pages 2103 through 2104, Public Records of Polk County, Florida, being South 00°25'46" East

SCALE 1" = 80'

**LINE TABLE**

LINE #	BEARING	LENGTH
L1	N 89°33'34" E	89.10'
L2	N 89°16'23" E	200.00'
L3	S 89°40'37" E	21.10'
L4	S 00°25'46" E	20.21'
L5	N 00°25'46" W	18.22'

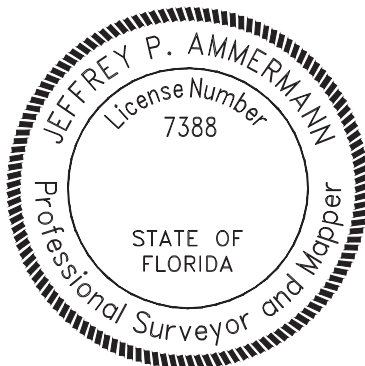
**DESCRIPTION:**

A parcel of land being a portion of a parcel described in Official Records Book 6611, Pages 2103 through 2104, located in Section 36, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of said parcel also being the South maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, thence North 89°33'34" East, along said maintained right-of-way line, 89.10 feet; thence North 89°16'23" East, along said maintained right-of-way line, 200.00 feet; thence South 89°40'37" East, along said maintained right-of-way line, 21.10 feet to the Northeast corner of said parcel; thence South 00°25'46" East, along the East line of said parcel, 20.21 feet; thence South 89°47'36" West, 310.20 feet to the West line of said parcel; thence North 00°25'46" West, along said West line, 18.22 feet to the POINT OF BEGINNING. Said parcel containing 5,966.83 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: 2024.02.24 12:45:25 -05'00'

JEFFREY P. AMMERMAN, P.S.M.  
FLORIDA REGISTRATION PSM 7388  
JAMMERMANN@CHASTAINSKILLMAN.COM  
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SHEET 1 OF 1

CS PROJECT: 8825.03

10009-PE

SHEET NO. V-01

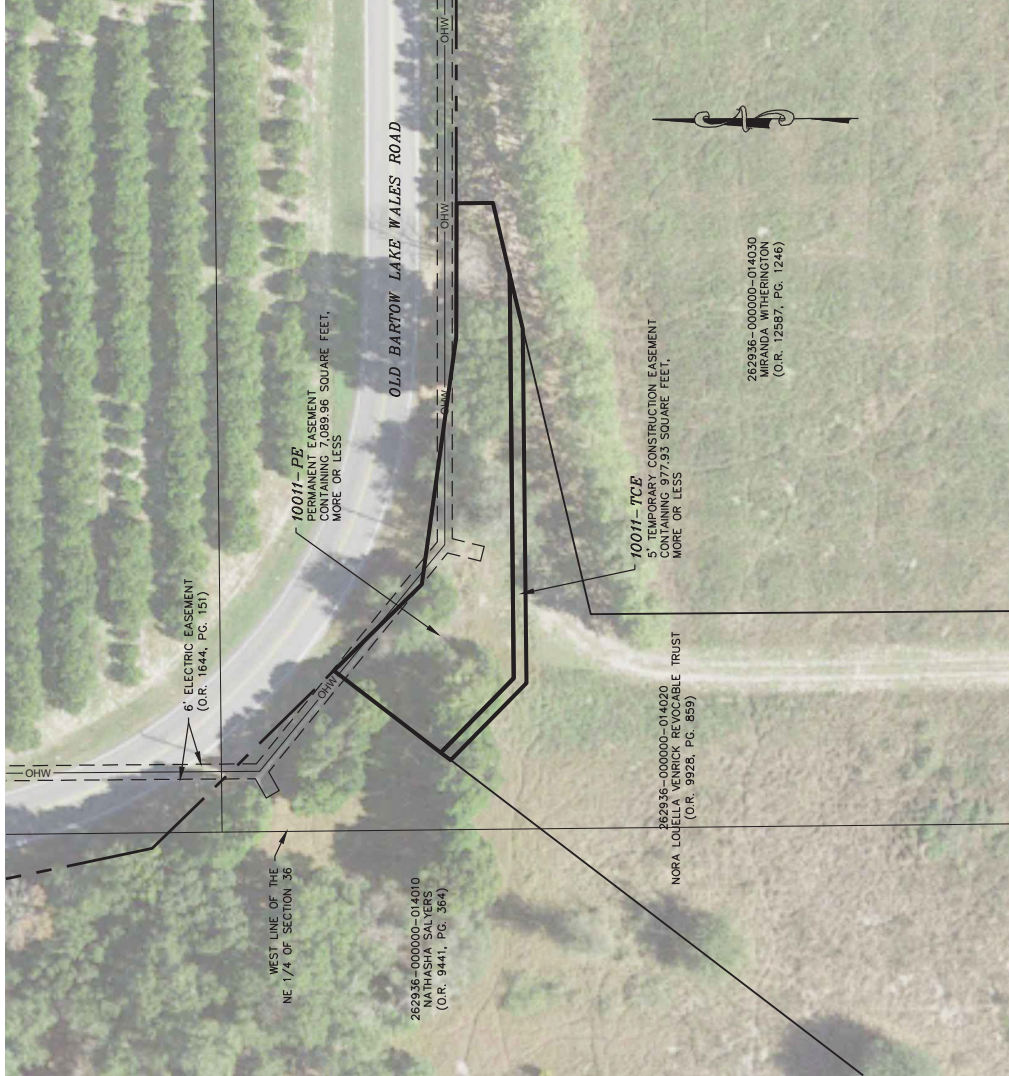
PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/24/2024

EXHIBIT



CS PROJECT NUMBER: 8825.03		FIELD BY:		GRAPHIC SCALE		PRWC		CHASTAIN SKILLMAN		CHASTAIN-SKILLMAN 205 EAST ORANGE STREET LAKELAND, FL 33801-14811 (883) 645-1402 © 2023 CHASTAIN SKILLMAN C.S. No. 281		NORA VENRICK REVOCABLE TRUST EXHIBIT		FIELD BOOK & PAGE DATE: 02/24/2024 10011 000 000		PARCEL NUMBER: 10011		SHEET NUMBER: V-01	
50		0		50		100		( IN FEET )		1 inch = 50 feet									

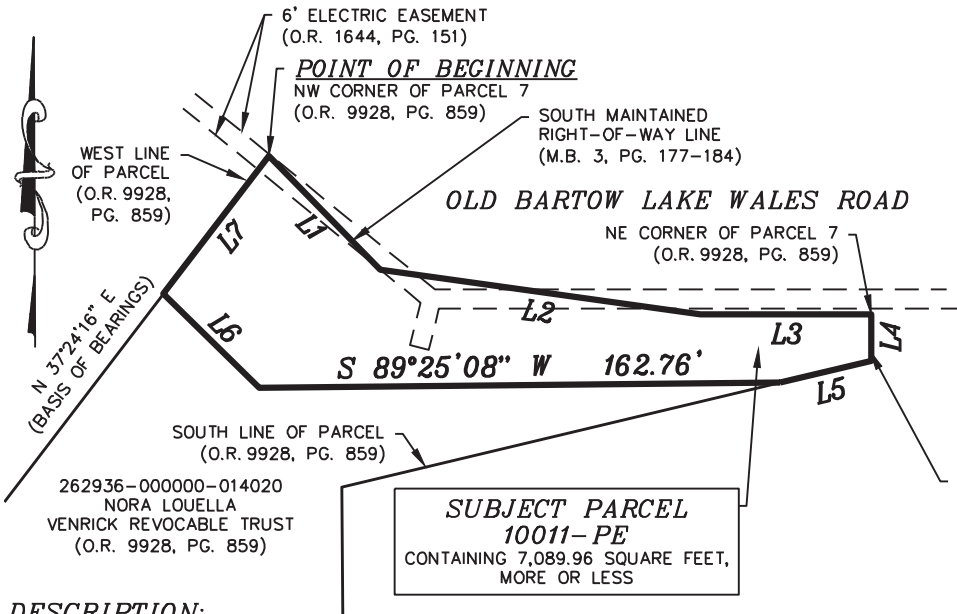
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PG. = PAGE  
O.R. = OFFICIAL RECORDS BOOK  
M.B. = MAP BOOK  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT

**DESCRIPTION AND SKETCH****10011-PE****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the West line of Parcel 7 as described in official Records Book 9928, Pages 859 through 866, Public Records of Polk County, Florida, being North 37°24'16" East

SCALE 1" = 60'

**LINE TABLE**

LINE #	BEARING	LENGTH
L1	S 44°26'56" E	49.72'
L2	S 82°01'10" E	101.06'
L3	N 89°54'11" E	53.38'
L4	S 00°06'11" E	14.61'
L5	S 76°35'37" W	29.25'
L6	N 45°31'28" W	42.04'
L7	N 37°24'16" E	54.16'

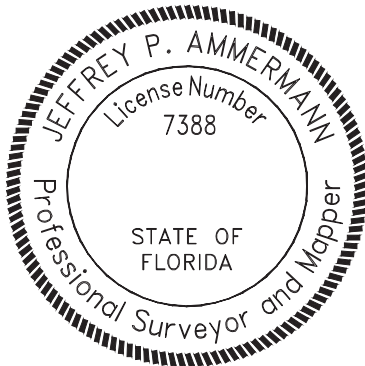
**DESCRIPTION:**

A parcel of land being a portion of "Parcel 7" as described in Official Records Book 9928, Pages 859 through 866, Public Records of Polk County, Florida, located in Section 36, Township 29 South, Range 26 East, being more particularly described as follows:

BEGIN at the Northwest corner of said Parcel 7 also being the South maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, thence South 44°26'56" East, along said maintained right-of-way line, 49.72 feet; thence South 82°01'10" East, along said maintained right-of-way line, 101.06 feet; thence North 89°54'11" East, along said maintained right-of-way line, 53.38 feet to the Northeast corner of said Parcel 7; thence South 00°06'11" East, along the East line of said Parcel 7, a distance of 14.61 feet to the Southeasterly line of said Parcel 7; thence South 76°35'37" West, along said Southeasterly line, a distance of 29.25 feet; thence South 89°25'08" West, 162.76 feet; thence North 45°31'28" West, 42.04 feet to the West line of said Parcel 7; thence North 37°24'16" East, along said West line, 54.16 feet to the POINT OF BEGINNING. Said parcel containing 7,089.96 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 AmmermannDate: 2024.02.24  
14:14:05 -05'00'

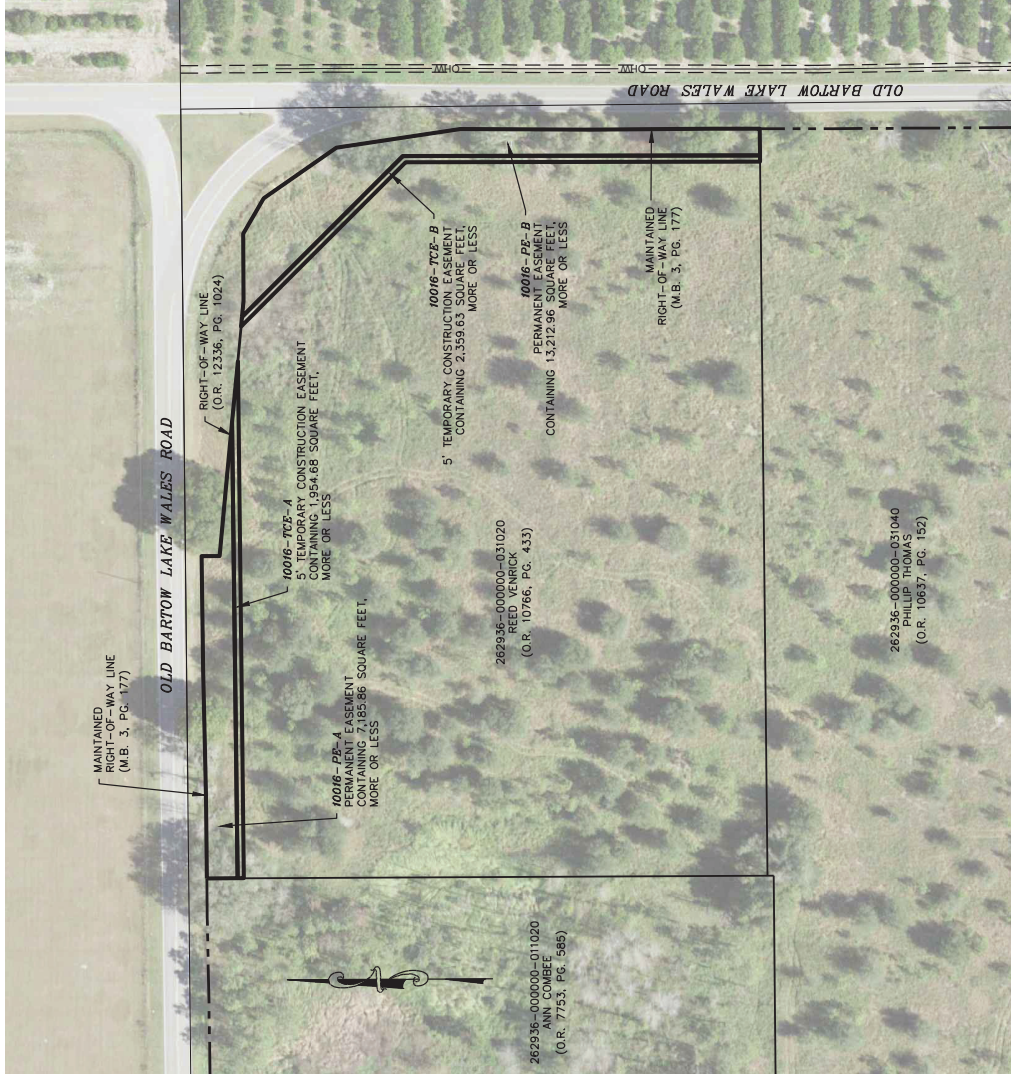
JEFFREY P. AMMERMAN, P.S.M.  
FLORIDA REGISTRATION PSM 7388  
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**SHEET 1 OF 1****CS PROJECT: 8825.03****10011-PE****SHEET NO. V-01**

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

**DRAWN BY: S. CHILDS****FIELD BOOK: — PAGE: —****DATE: 02/24/2024**

EXHIBIT



CS PROJECT NUMBER: 8825.03		FIELD BY:		GRAPHIC SCALE		PRWC		CHASTAIN-SKILLMAN		CHASTAIN-SKILLMAN 205 EAST ORANGE STREET LAKELAND, FL 33801-4811 (883) 645-1402 C.S. No. 281		FIELD BOOK & PAGE 000 000 000		SHEET NUMBER: V-01	
PARCEL NUMBER: 10016		DATE: 02/25/2024		1 inch = 100 feet ( IN FEET )		REED VENRICK EXHIBIT		205 EAST ORANGE STREET LAKELAND, FL 33801-4811 (883) 645-1402 C.S. No. 281		205 EAST ORANGE STREET LAKELAND, FL 33801-4811 (883) 645-1402 C.S. No. 281		FIELD BOOK & PAGE 000 000 000		SHEET NUMBER: V-01	

**LEGEND:**

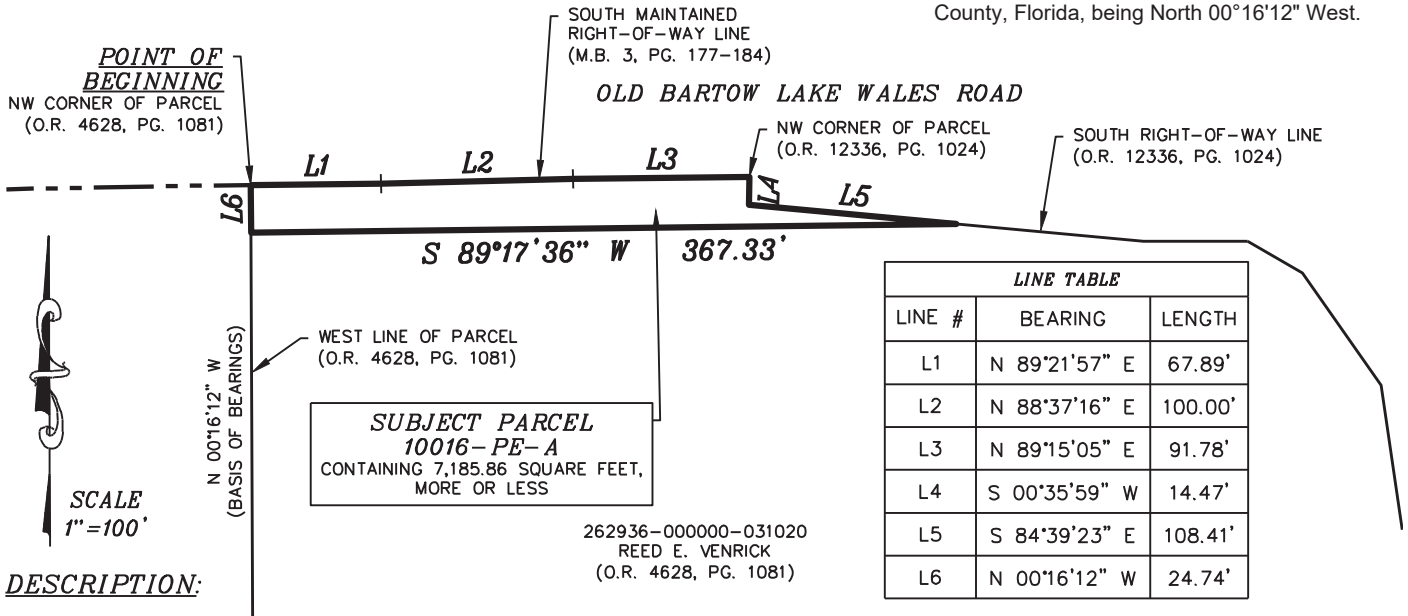
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**DESCRIPTION AND SKETCH**

10016-PE-A

**NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the West line of the parcel described in Official Records Book 4628, Pages 1081 through 1085, Public Records of Polk County, Florida, being North 00°16'12" West.



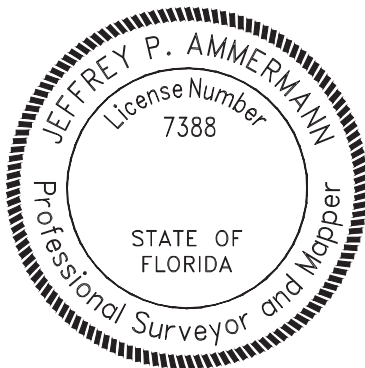
**DESCRIPTION:**

A parcel of land being a portion of a parcel described in Official Records Book 4628, Pages 1081 through 1085, Public Records of Polk County, Florida, located in Section 36, Township 29 South, Range 26 East, being more particularly described as follows:

BEGIN at the Northwest corner the parcel described in said Official Records Book 4628, Pages 1081 through 1085, also being the South maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, thence North 89°21'57" East, along said maintained right-of-way line, 67.89 feet; thence North 88°37'16" East, along said maintained right-of-way line, 100.00 feet; thence North 89°15'05" East, along said maintained right-of-way line, 91.78 feet to the Northwest corner of a parcel described in Official Records Book 12336, Pages 1024 through 1027, Public Records of Polk County, Florida; thence South 00°35'59" West, along the West line of said parcel also being the South right-of-way line of Old Bartow Lake Wales Road, 14.47 feet; thence South 84°39'23" East, along the South line of said parcel and said South right-of-way line of Old Bartow Lake Wales Road, 108.41 feet; thence South 89°17'36" West, 367.33 feet to the West line of said parcel described in Official Records Book 4628, Pages 1081 through 1085; thence North 00°16'12" West, along said West line, 24.74 feet to the POINT OF BEGINNING. Said parcel containing 7,185.86 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: 2024.02.25  
09:25:12 -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 1

CS PROJECT: 8825.03

10016-PE-A

SHEET NO. V-01

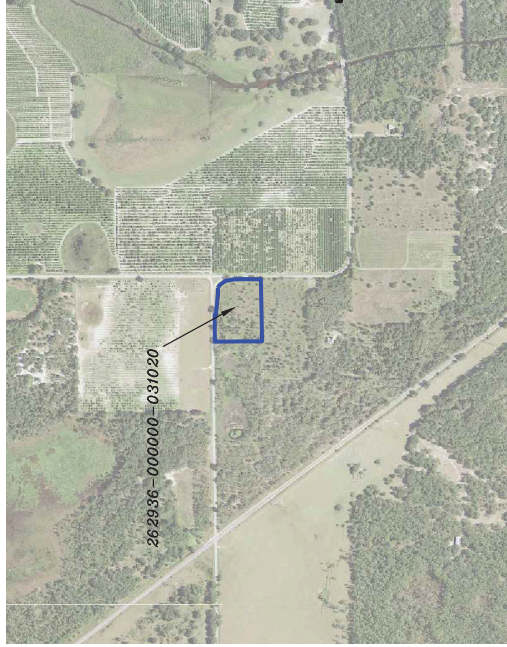
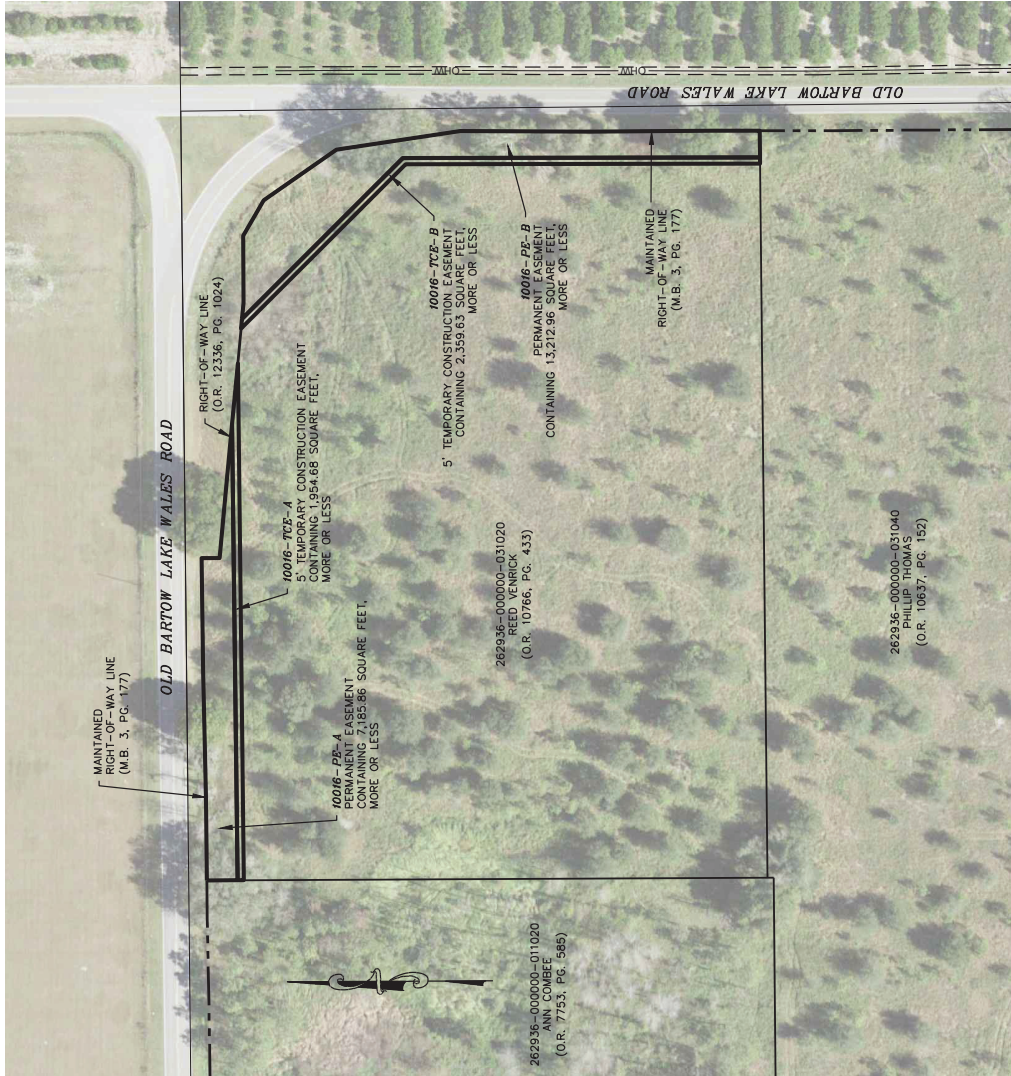
PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/25/2024

EXHIBIT



CS PROJECT NUMBER: 8825.03		FIELD BY:		GRAPHIC SCALE		PRWC		CHASTAIN SKILLMAN		CHASTAIN SKILLMAN 205 EAST ORANGE STREET LAKELAND, FL 33801-4811 (883) 645-1402 C.S. No. 281		REED VENRICK EXHIBIT		CS PROJECT NUMBER: 8825.03	
PARCEL NUMBER: 10016		DATE: 02/25/2024		100 50 0 50 100 200 ( IN FEET ) 1 inch = 100 feet								FIELDBOOK & PAGE: 000 000 000		SHEET NUMBER: V-01	

*DESCRIPTION AND SKETCH*  
*10016-PE-B*

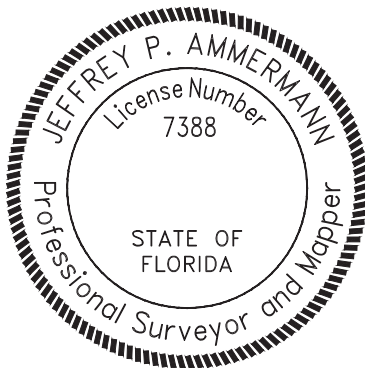
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 4628, Pages 1081 through 1085, Public Records of Polk County, Florida, located in Section 36, Township 29 South, Range 26 East, being more particularly described as follows:

COMMENCE at the Northwest corner of said parcel also being the South maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, thence North 89°21'57" East, along said maintained right-of-way line, 67.89 feet; thence North 88°37'16" East, along said maintained right-of-way line, 100.00 feet; thence North 89°15'05" East, along said maintained right-of-way line, 91.78 feet to the Northwest corner of a parcel described in Official Records Book 12336, Pages 1024 through 1027, Public Records of Polk County, Florida; thence South 00°35'59" West, along the West line of said parcel also being the South right-of-way line of Old Bartow Lake Wales Road, 14.47 feet; thence South 84°39'23" East, along the South line of said parcel and said South right-of-way line of Old Bartow Lake Wales Road, 193.44 feet to the POINT OF BEGINNING; thence continue South 84°39'23" East, along said South right-of-way line, 12.73 feet; thence North 89°46'36" East, along said South right-of-way line, 54.36 feet to the intersection with the West line of said maintained right-of-way of Old Bartow Lake Wales Road; thence South 59°56'34" East, along said West maintained right-of-way line, 33.02 feet; thence South 34°58'06" East, along said West maintained right-of-way line, 71.18 feet; thence South 08°28'37" East, along said West maintained right-of-way line, 101.06 feet; thence South 00°03'31" West, along said West maintained right-of-way line, 100.00 feet; thence South 00°06'48" East, along said West maintained right-of-way line, 100.00 feet; thence South 00°00'05" West, along said West maintained right-of-way line, 41.28 feet the intersection of the North line of a parcel described in Official Records Book 11637, Pages 152 through 153, Public Records of Polk County, Florida; thence South 89°24'46" West, along said North line of parcel, 20.86 feet; thence North 00°11'33" West, 287.71 feet; thence North 44°59'51" West, 183.25 feet to the POINT OF BEGINNING. Said parcel containing 13,212.96 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: 2024.02.25  
11:00:08 -05'00'

JEFFREY P. AMMERMAN, 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, INC. - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

**10016-PE-B**

**DRAWN BY:** S. CHILDS

**FIELD BOOK:** — **PAGE:** —

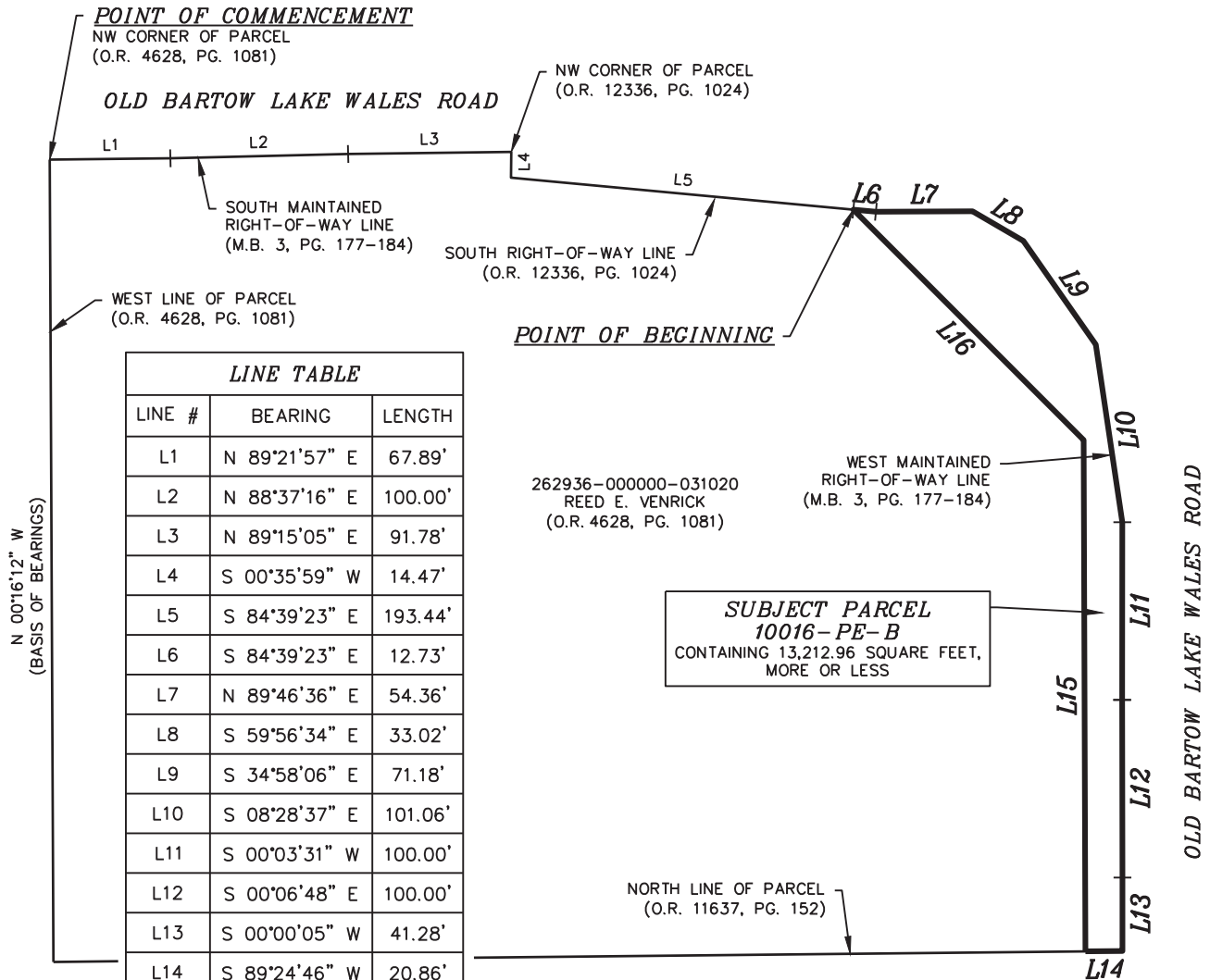
**DATE:** 02/25/2024

**SHEET NO. V-01**

P: \882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALS\882503-SCC-2023-08-21-ESM\T.S.dwg 10016-PE-B (1) Feb 25, 2024 10:18am by: jammermann

**LEGEND:**

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

**DESCRIPTION AND SKETCH**  
**10016-PE-B**

SCALE 1" = 100'

**NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the West line of the parcel described in Official Records Book 4628, Pages 1081 through 1085, Public Records of Polk County, Florida, being North 00°16'12" West.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

SHEET 2 OF 2

CS PROJECT: 8825.03

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

10016-PE-B

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/25/2024

SHEET NO. V-02

## **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 exclusive and 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 Grantor'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, well, septic tanks and septic drain fields, that PRWC damaged or cause 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 GRANTOR 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 the GRANTOR 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 GRANTOR.
4. GRANTOR shall not have the right to grant other easements to other parties without the prior written consent of the PRWC. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be

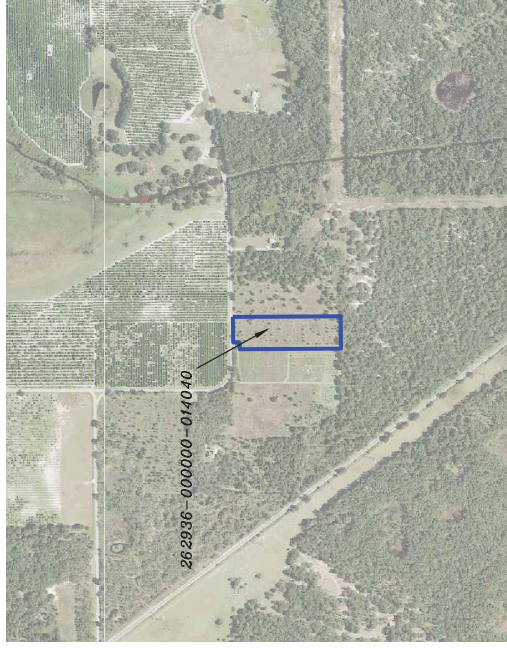
responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good or better condition that existed prior to the disturbance activity by PRWC.

## **EXHIBIT C**

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


[See Attached 11 Pages]

EXHIBIT



GRAPHIC SCALE



CS PROJECT NUMBER: 8825.03		FIELD BY:		GRAPHIC SCALE	PRWC	SHANNON ALBRITTON EXHIBIT	 <div>CHASTAIN-SKILLMAN 205 EAST ORANGE STREET LAKELAND, FL 33801-4811 (883) 645-1402 © 2023 CHASTAIN-SKILLMAN C.S. No. 301</div>	CS PROJECT NUMBER: 8825.03	PARCEL NUMBER: 10008	SHEET NUMBER: V-01							
DATE: 02/29/2024		FIELD BOOK & PAGE: 000 000															
FIELD BOOK & PAGE: 000 000																	

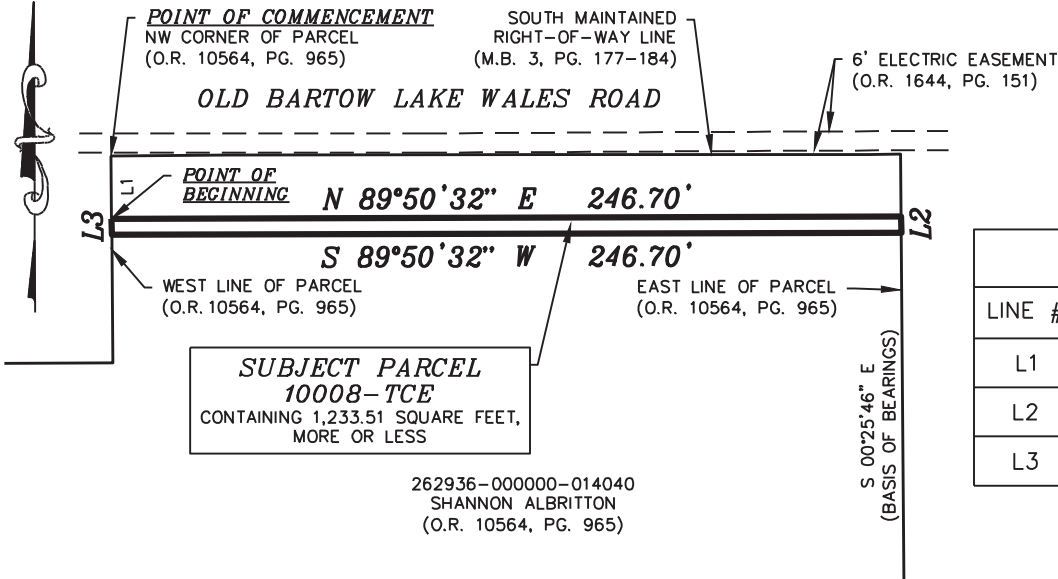
**LEGEND:**

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

**DESCRIPTION AND SKETCH****10008-TCE****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the parcel described in official Records Book 12564, Page 965, Public Records of Polk County, Florida, being South 00°25'46" East

SCALE 1" = 60'

**LINE TABLE**

LINE #	BEARING	LENGTH
L1	S 00°25'46" E	19.63'
L2	S 00°25'46" E	5.00'
L3	N 00°25'46" W	5.00'

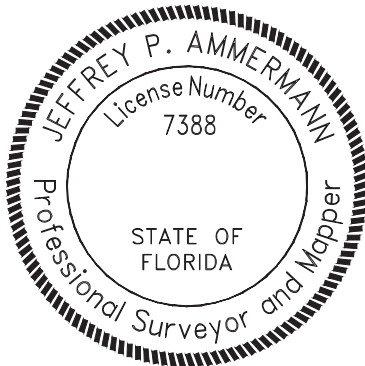
**DESCRIPTION:**

A parcel of land being a portion of a parcel described in Official Records Book 10564, Pages 965 through 966, located in Section 36, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said parcel also being the South maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, thence South 00°25'46" East, along the West line of said parcel, 19.63 feet to the POINT OF BEGINNING; thence North 89°50'32" East, 246.70 feet to the East line of said parcel; thence South 00°25'46" East, along said East line, 5.00 feet; thence South 89°50'32" West, 246.70 feet to said West line of parcel; thence North 00°25'46" West, along said West line, 5.00 feet to the POINT OF BEGINNING. Said parcel containing 1,233.51 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: 2024.02.24 10:51:37 -05'00'

JEFFREY P. AMMERMAN, 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 1****CS PROJECT: 8825.03****10008-TCE****SHEET NO. V-01**

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

**DRAWN BY: S. CHILDS****FIELD BOOK: — PAGE: —****DATE: 02/24/2024**



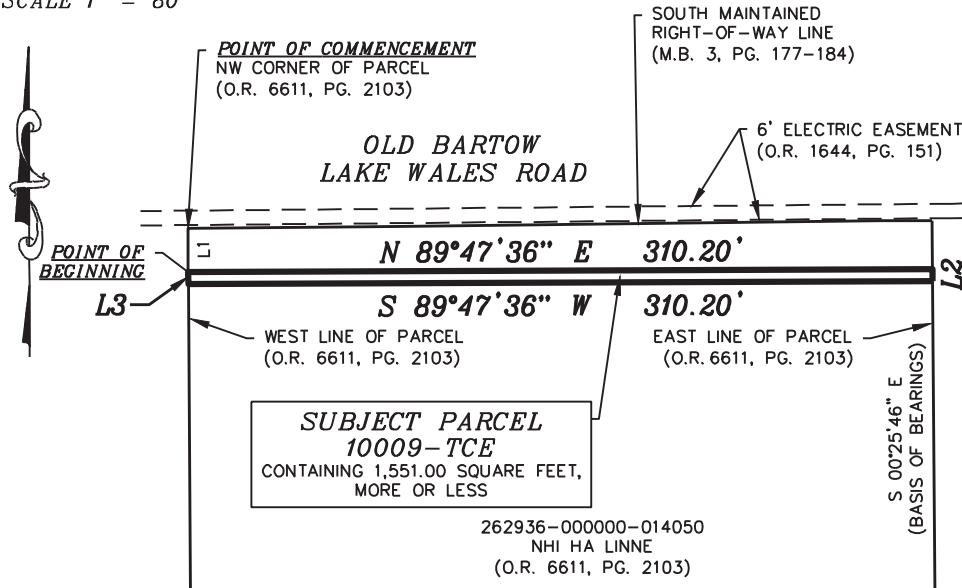
**LEGEND:**

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

**DESCRIPTION AND SKETCH****10009-TCE****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the parcel described in official Records Book 6611, Pages 2103 through 2104, Public Records of Polk County, Florida, being South 00°25'46" East

SCALE 1" = 80'

**LINE TABLE**

LINE #	BEARING	LENGTH
L1	S 00°25'46" E	18.22'
L2	S 00°25'46" E	5.00'
L3	N 00°25'46" W	5.00'

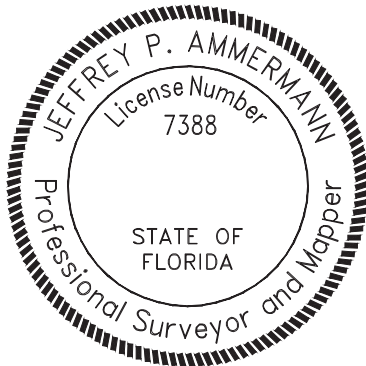
**DESCRIPTION:**

A parcel of land being a portion of a parcel described in Official Records Book 6611, Pages 2103 through 2104, located in Section 36, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said parcel also being the South maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, thence South 00°25'46" East, along the West line of said parcel, 18.22 feet to the POINT OF BEGINNING; thence North 89°47'36" East, 310.20 feet to the East line of said parcel; thence South 00°25'46" East, along said East line, 5.00 feet; thence South 89°47'36" West, 310.20 feet to said West line of parcel; thence North 00°25'46" West, along said West line, 5.00 feet to the POINT OF BEGINNING. Said parcel containing 1,551.00 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: 2024.02.24  
12:44:53 -05'00'

JEFFREY P. AMMERMAN, 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  
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SHEET 1 OF 1

CS PROJECT: 8825.03

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

10009-TCE

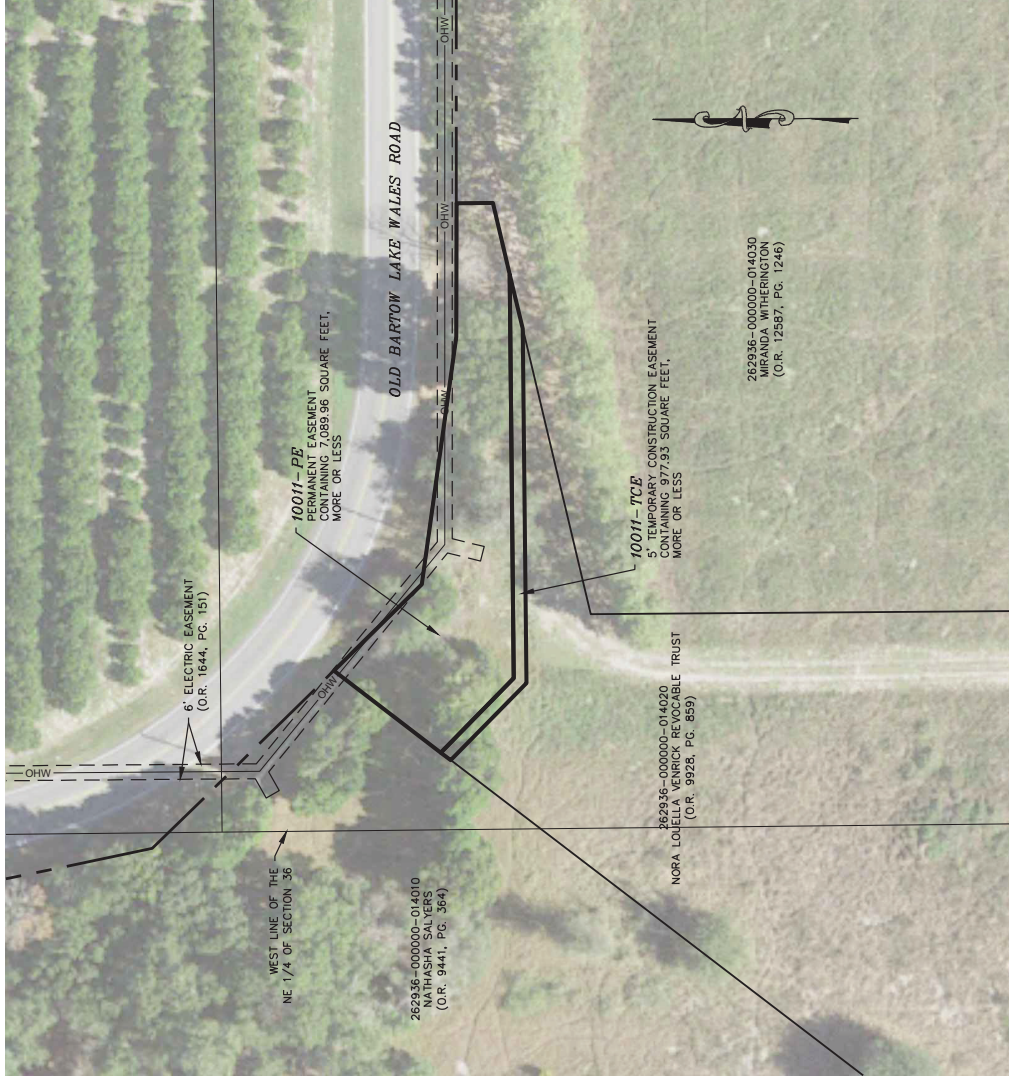
DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/24/2024

SHEET NO. V-01

EXHIBIT



CS PROJECT NUMBER: 8825.03		FIELD BY:		GRAPHIC SCALE		PRWC		CHASTAIN SKILLMAN		CHASTAIN-SKILLMAN 205 EAST ORANGE STREET LAKELAND, FL 33801-14811 (883) 645-1402 © 2023 CHASTAIN SKILLMAN C.S. No. 281		NORA VENRICK REVOCABLE TRUST EXHIBIT		SHEET NUMBER: V-01	
PARCEL NUMBER: 10011		DATE: 02/24/2024		1 inch = 50 feet ( IN FEET )				CHASTAIN SKILLMAN						FIELD BOOK & PAGE: 000 000	

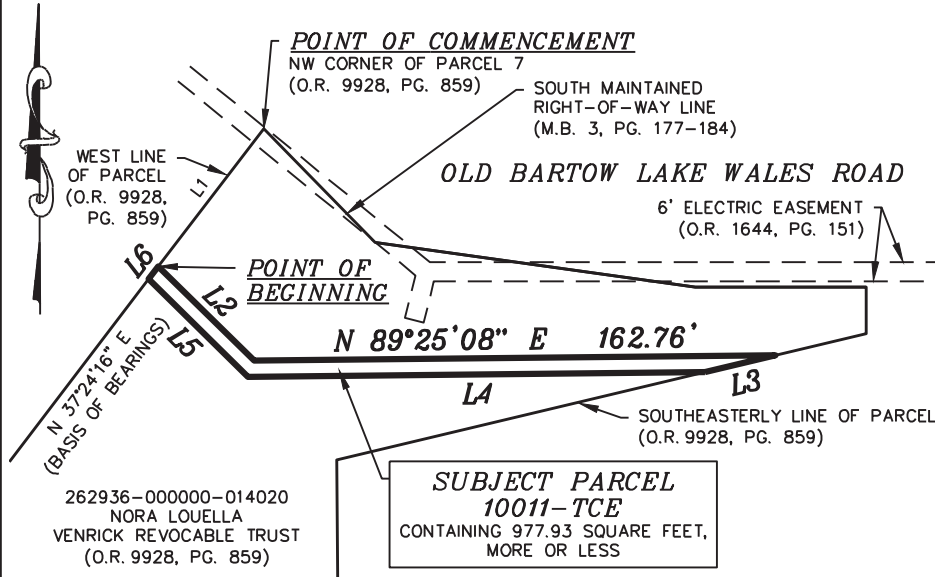
**LEGEND:**

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

SCALE 1" = 60'

**DESCRIPTION AND SKETCH****10011-TCE****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the West line of Parcel 7 as described in official Records Book 9928, Pages 859 through 866, Public Records of Polk County, Florida, being North 37°24'16" East

**LINE TABLE**

LINE #	BEARING	LENGTH
L1	S 37°24'16" W	54.16'
L2	S 45°31'28" E	42.04'
L3	S 76°35'37" W	22.52'
L4	S 89°25'08" W	142.87'
L5	N 45°31'28" W	43.50'
L6	N 37°24'16" E	5.04'

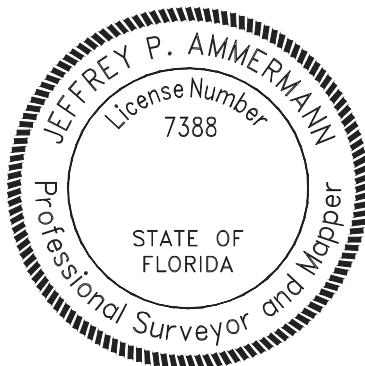
**DESCRIPTION:**

A parcel of land being a portion of "Parcel 7" as described Official Records Book 9928, Pages 859 through 866, Public Records of Polk County, Florida, located in Section 36, Township 29 South, Range 26 East, being more particularly described as follows:

COMMENCE at the Northwest corner of said Parcel 7, also being the South maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, thence South 37°24'16" West, along the West line of said Parcel 7, a distance of 54.16 feet to the POINT OF BEGINNING; thence South 45°31'28" East, 42.04 feet; thence North 89°25'08" East, 162.76 feet to the Southeasterly line of said Parcel 7; thence South 76°35'37" West, along said Southeasterly line, 22.52 feet; thence North 89°25'08" West, 142.87 feet; thence North 45°31'28" West, 43.50 feet to said West line of Parcel 7; thence North 37°24'16" East, along said West line, 5.04 feet to the POINT OF BEGINNING. Said parcel containing 977.93 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: 2024.02.24  
14:13:18 -05'00'

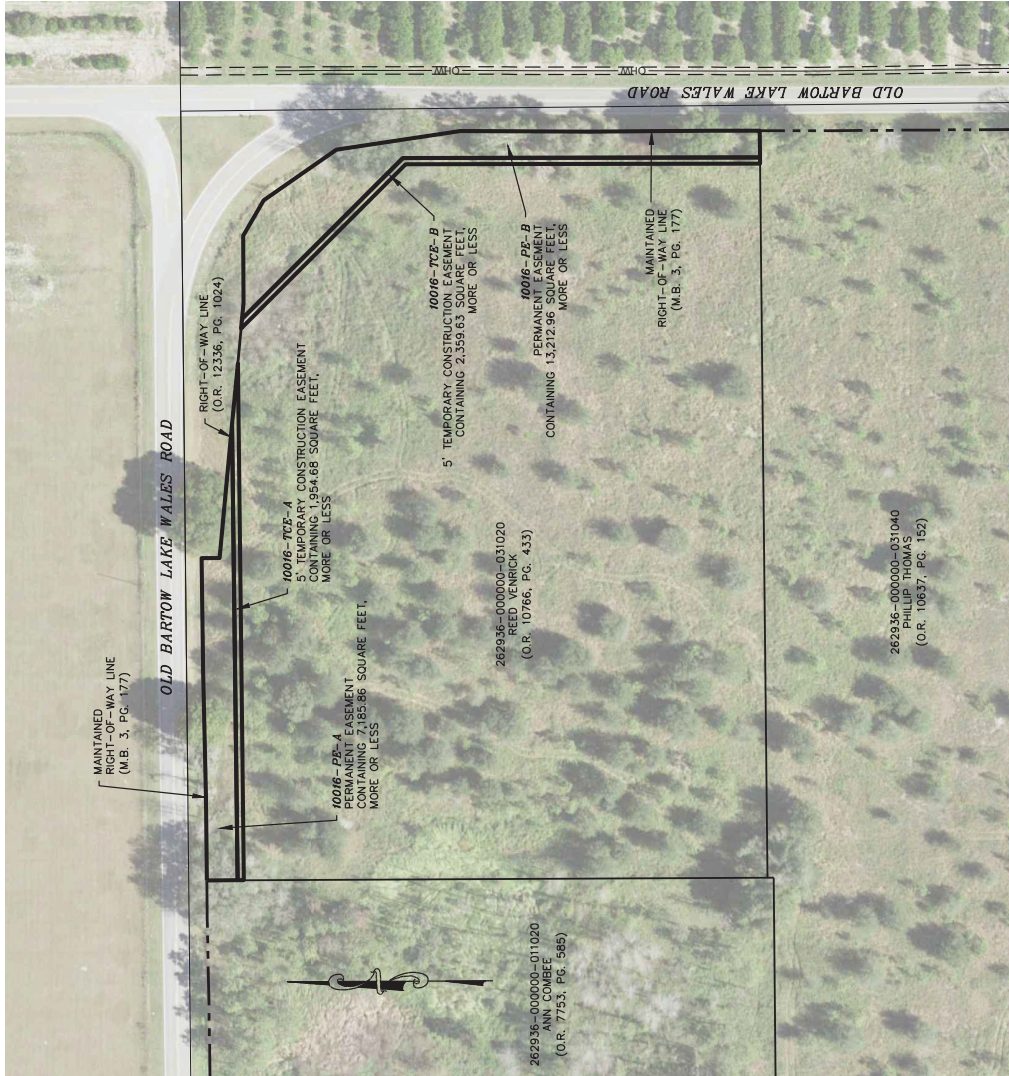
JEFFREY P. AMMERMAN, P.S.M.  
FLORIDA REGISTRATION PSM 7388  
JAMMERMANN@CHASTAINSKILLMAN.COM  
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE  
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VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT  
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**SHEET 1 OF 1****CS PROJECT: 8825.03****10011-TCE****SHEET NO. V-01**

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

**DRAWN BY: S. CHILDS****FIELD BOOK: — PAGE: —****DATE: 02/24/2024**

EXHIBIT



CS PROJECT NUMBER: 8825.03		FIELD BY:		GRAPHIC SCALE		PRWC		CHASTAIN-SKILLMAN		CHASTAIN-SKILLMAN 205 EAST ORANGE STREET LAKELAND, FL 33801-4811 (883) 645-1402 C.S. No. 281	
PARCEL NUMBER: 10016		DATE: 02/25/2024		100 0 50 100 200 ( IN FEET ) 1 inch = 100 feet		REED VENRICK EXHIBIT		NUMBER		DATE	
SHEET NUMBER: V-01		FIELDBOOK & PAGE: 000 000						DESCRIPTION			

**LEGEND:**

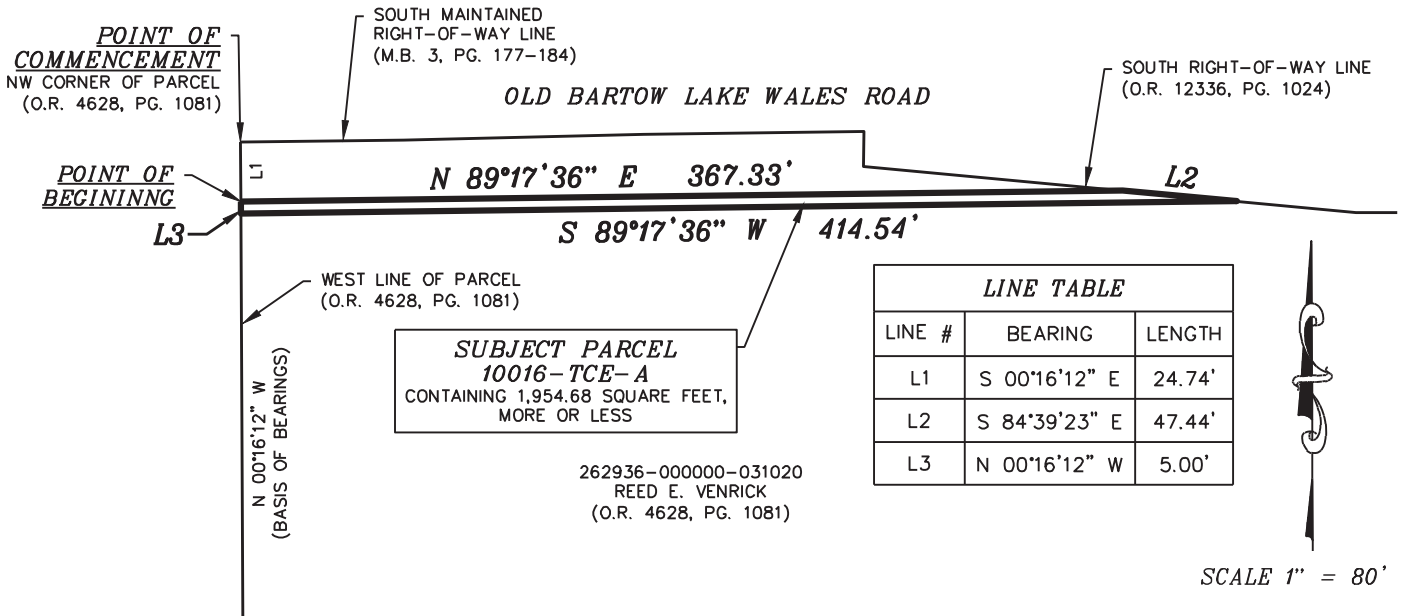
P.B. = PLAT BOOK  
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M.B. = MAP BOOK  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT

**DESCRIPTION AND SKETCH**

10016-TCE-A

**NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the West line of the parcel described in Official Records Book 4628, Pages 1081 through 1085, Public Records of Polk County, Florida, being North 00°16'12" West.



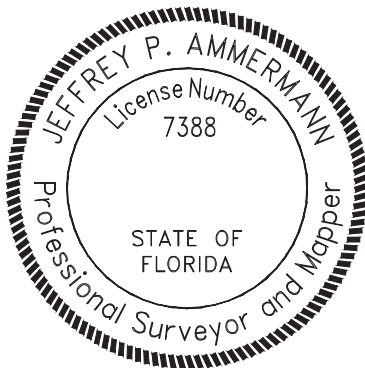
**DESCRIPTION:**

A parcel of land being a portion of a parcel described in Official Records Book 4628, Pages 1081 through 1085, Public Records of Polk County, Florida, located in Section 36, Township 29 South, Range 26 East, being more particularly described as follows:

COMMENCE at the Northwest corner of said parcel, thence South 00°16'12" East, along the West line of said parcel, 24.74 feet to the POINT OF BEGINNING; thence North 89°17'36" East, 367.33 feet to the South right-of-way line of Old Bartow Lake Wales Road as described in Official Records Book 12336, Pages 1024 through 1027, Public Records of Polk County, Florida; thence South 84°39'23" East, along said South right-of-way line, 47.44 feet; thence South 89°17'36" West, 414.54 feet to said West line of the parcel described in Official Records Book 4628, Pages 1081 through 1085; thence North 00°16'12" West, along said West line, 5.00 feet to the POINT OF BEGINNING. Said parcel containing 1,954.68 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: 2024.02.25

09:26:07 -05'00'

JEFFREY P. AMMERMAN, 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 1

CS PROJECT: 8825.03

10016-TCE-A

SHEET NO. V-01

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/25/2024

EXHIBIT



CS PROJECT NUMBER: 8825.03		FIELD BY:		GRAPHIC SCALE		PRWC	<b>CHASTAIN-SKILLMAN</b>	CHASTAIN-SKILLMAN 205 EAST ORANGE STREET LAKELAND, FL 33801-4811 (883) 645-1402 C.S. No. 281	REED VENRICK EXHIBIT
PARCEL NUMBER: 10016		DATE: 02/25/2024		100 50 0 50 100 200 ( IN FEET ) 1 inch = 100 feet					
SHEET NUMBER: V-01		FIELDBOOK & PAGE: 000 000							

*DESCRIPTION AND SKETCH*  
*10016-TCE-B*

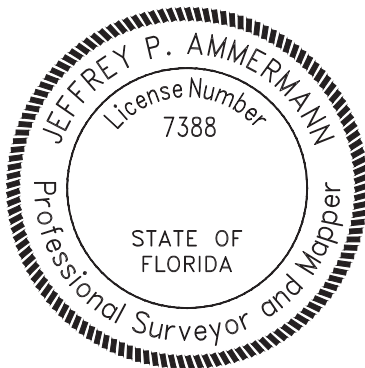
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 4628, Pages 1081 through 1085, Public Records of Polk County, Florida, located in Section 36, Township 29 South, Range 26 East, being more particularly described as follows:

COMMENCE at the Northwest corner of said parcel also being the South maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, thence North 89°21'57" East, along said maintained right-of-way line, 67.89 feet; thence North 88°37'16" East, along said maintained right-of-way line, 100.00 feet; thence North 89°15'05" East, along said maintained right-of-way line, 91.78 feet to the Northwest corner of a parcel described in Official Records Book 12336, Pages 1024 through 1027, Public Records of Polk County, Florida; thence South 00°35'59" West, along the West line of said parcel also being the South right-of-way line of Old Bartow Lake Wales Road, 14.47 feet; thence South 84°39'23" East, along the South line of said parcel and said South right-of-way line of Old Bartow Lake Wales Road, 185.61 feet to the POINT OF BEGINNING; thence continue South 84°39'23" East, along said South line, 7.83 feet; thence South 44°59'51" East, 183.25 feet; thence South 00°11'33" East, 287.71 feet to the intersection with the North line of a parcel described in Official Records Book 11637, Pages 152 through 153, Public Records of Polk County, Florida; thence South 89°24'46" West, along said North line, 5.00 feet; thence North 00°11'33" West, 285.68 feet; thence North 44°59'51" West, 187.22 feet to the POINT OF BEGINNING. Said parcel containing 2,359.63 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: 2024.02.25

11:01:05 -05'00'

JEFFREY P. AMMERMAN, 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, INC. - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

**10016-TCE-B**

**DRAWN BY:** S. CHILDS

**FIELD BOOK:** — **PAGE:** —

**DATE:** 02/25/2024

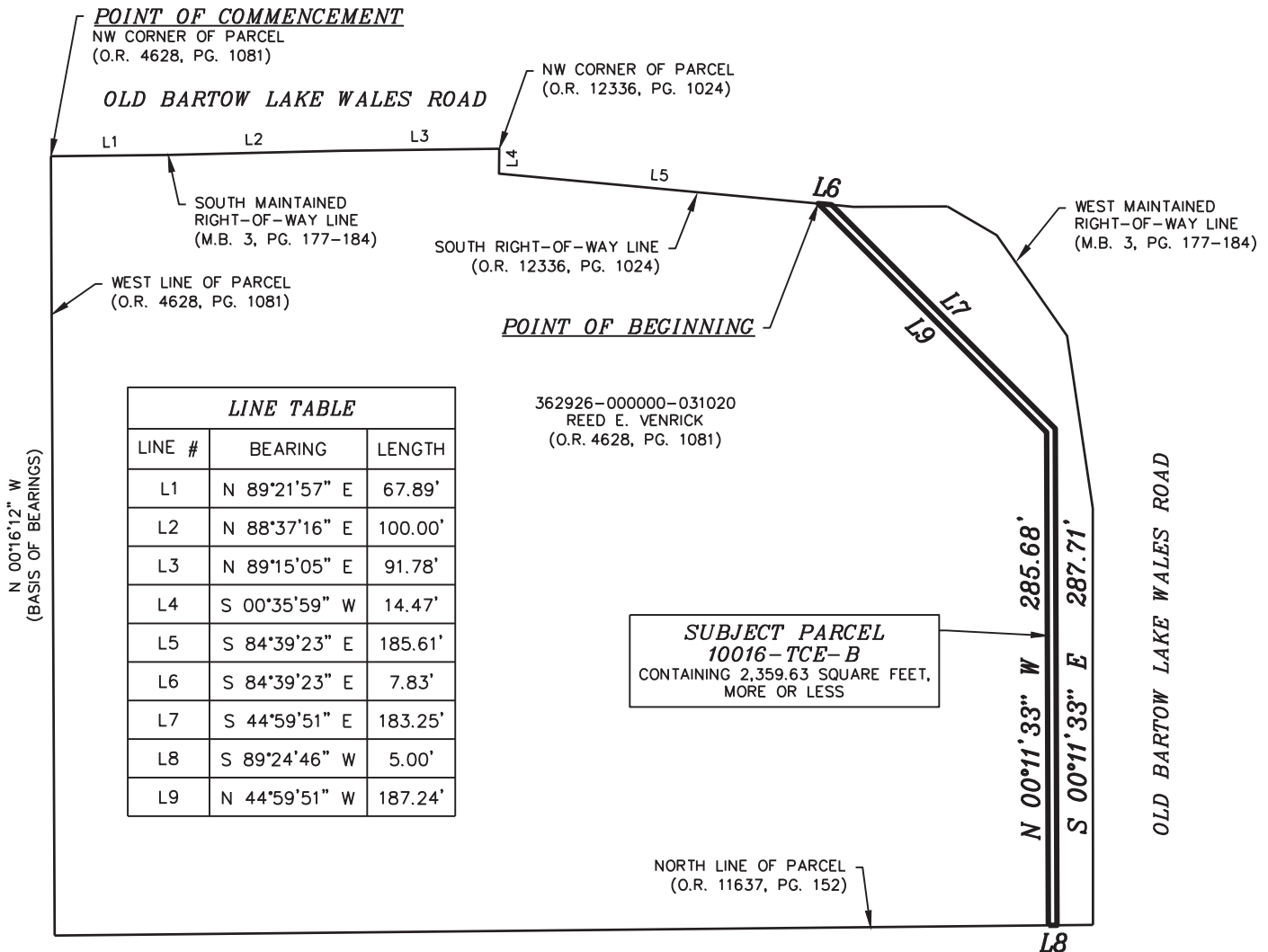
**SHEET NO. V-01**

5: \\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESM\T.S.dwg 10016-TCE-B (1) Feb 25, 2024 10:57am by: jammermann

**LEGEND:**

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

*DESCRIPTION AND SKETCH*  
*10016-TCE-B*



SCALE 1" = 100'

**NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the West line of the parcel described in Official Records Book 4628, Pages 1081 through 1085, Public Records of Polk County, Florida, being North 00°16'12" West.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

SHEET 2 OF 2

CS PROJECT: 8825.03

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

10016-TCE-B

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/25/2024

SHEET NO. V-02

5: \\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESM.TS.dwg 10016-TCE-B (2) Feb 25, 2024 10:57am by: jammermann

## **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.

## Polk Regional Water Cooperative

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Agenda Item H.6.3/20/2024

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**SUBJECT**

Adopt Resolution 2024-10 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #11D) to Implement the Southeast Lower Florida Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)

**DESCRIPTION**

Pursuant to Cooperative Resolution 2023-06, the Cooperative Board approved (March 2023) 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. Resolution 2024-10 constitutes a Parcel Resolution for the SELFA WPF raw water transmission line and SETM finished water pipeline projects, specifically related to those parcels described in Exhibits "A," "B," "C" and "D." This resolution authorizes the Cooperative, its officers, employees, contractors and attorneys to acquire permanent and temporary construction easement(s) in certain lands described in Exhibits "A," "B," "C" and "D" by negotiation, contract or legal proceedings, including eminent domain proceedings pursuant to Chapters 73 and 74, Florida Statutes.

**RECOMMENDATION**

Adopt Resolution 2024-10 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #11D) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects.

**FISCAL IMPACT**

No fiscal impact.

**CONTACT INFORMATION**

Mark Addison

Ed de la Parte

## **POLK REGIONAL WATER COOPERATIVE**

### **Resolution 2024-10**

#### **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**, 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 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 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), 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 (4071-PE), (4071-TCE) (10032-PE-A), (10032-TCE-A), (10032-PE-B), 10032-TCE-B), (10033-PE), (10033-TCE), (10044-PE), (10044-TCE), (10045-PE) and (10045-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 March, 2024

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 17 Pages]

EXHIBIT



CS PROJECT NUMBER: 8825.03		FIELD BY:		GRAPHIC SCALE		PRWC		CHASTAIN SKILLMAN		CHASTAIN-SKILLMAN 205 EAST ORANGE STREET LAKELAND, FL 33801-4811 (883) 645-1402 C.S. No. 301		NUMBER		DATE		DESCRIPTION	
PARCEL NUMBER: 4071		DATE: 02/26/2024		100 0 50 100 200 ( IN FEET ) 1 inch = 100 feet		SPENCER REDDICK EXHIBIT		CS		C.S. No. 301							
SHEET NUMBER: V.01		FIELD BOOK & PAGE: 000 000 001															

*DESCRIPTION AND SKETCH*  
*4071-PE*

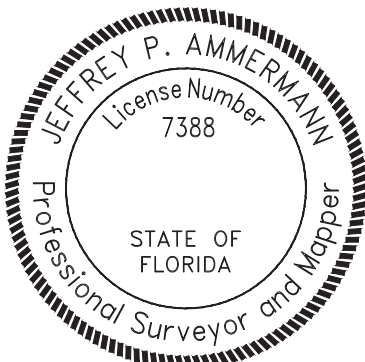
**DESCRIPTION:**

A parcel of land being a portion of land described in Official Records Book 8027, Pages 636 through 637, Public Records of Polk County, Florida located in the Northwest 1/4 of Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

BEGIN at the intersection of the West line of said Northwest 1/4 of Section 31 and the South maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, said intersection point being North 00°26'06" West, 1277.03 feet (said intersection point described as 1271.56 feet North, in said Official Records Book 8027, Pages 636 through 637) of the Southwest corner of said Northwest 1/4 of Section 31; thence along said South maintained right-of-way line the following eight (8) courses; thence (1) North 80°16'21" East, 34.94 feet; thence (2) North 73°32'25" East, 65.00 feet; thence (3) North 74°47'56" East, 35.02 feet; thence (4) North 72°43'14" East, 100.00 feet; thence (5) North 72°56'59" East, 100.00 feet; thence (6) North 72°36'22" East, 100.00 feet; thence (7) North 72°46'40" East, 100.00 feet; thence (8) North 69°24'06" East, 0.47 feet to the intersection with the East line of said parcel; thence South 08°43'26" East, along said East line, 20.99 feet; thence South 72°48'00" West, 376.05 feet; thence South 71°14'03" West, 165.56 feet to the intersection with said West line of the Northwest 1/4 of Section 31; thence North 00°26'08" West, along said West line, 33.01 feet to the POINT OF BEGINNING. Said parcel containing 11,721.81 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: 2024.02.26 16:55:39  
-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  
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**SHEET 1 OF 2**  
SEE SHEET 2 FOR  
DESCRIPTION SKETCH, LEGEND,  
AND SURVEYOR'S NOTES

**CS PROJECT: 8825.03**

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

**4071-PE**

**DRAWN BY:** S. CHILDS

**FIELD BOOK:** — **PAGE:** —

**DATE:** 02/26/2024

**SHEET NO. V-01**

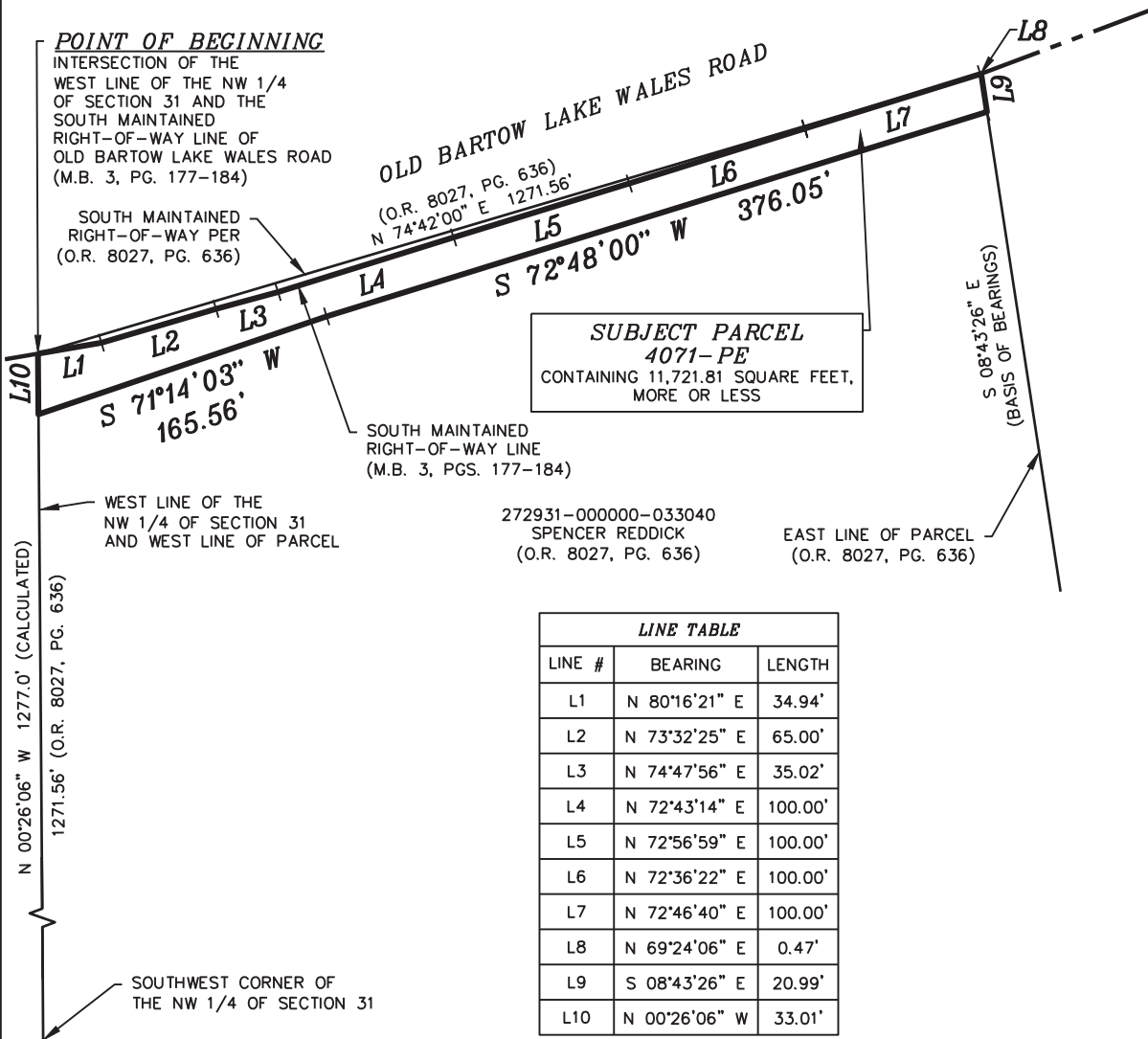
5: \\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESM\T.S.dwg 4071-PE Feb 26, 2024 4:20pm by: jammermann

**LEGEND:**

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

**DESCRIPTION AND SKETCH**  
**4071-PE**

SCALE 1" = 100'

**NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the parcel described in Official Records Book 8027, Pages 636 through 637, Public Records of Polk County, Florida, being South 08°43'26" East.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

SHEET 2 OF 2

CS PROJECT: 8825.03

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

4071-PE

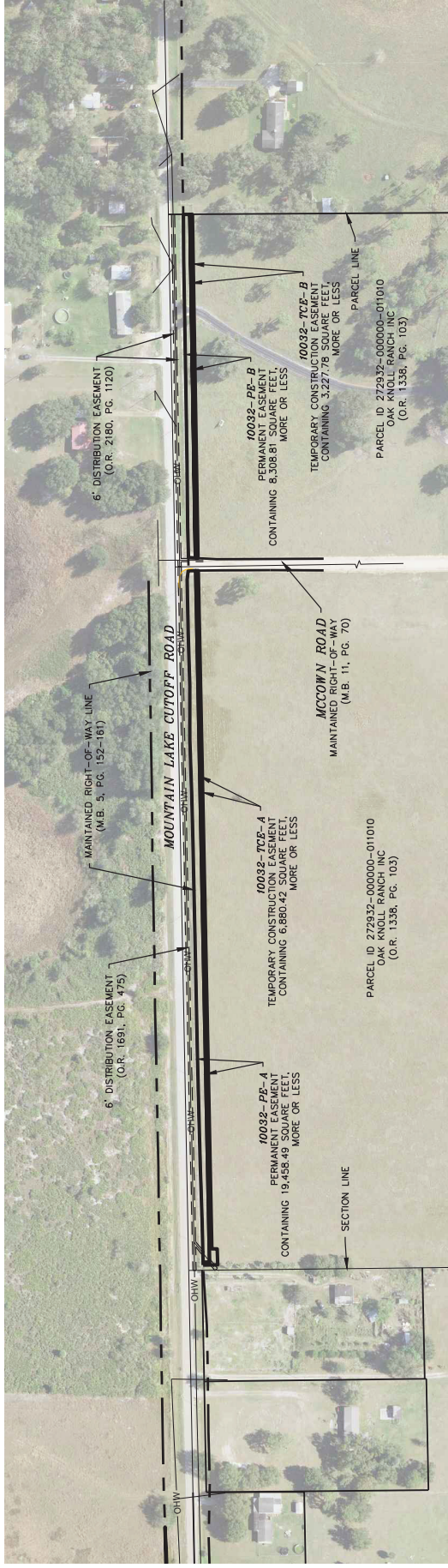
DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/26/2024

SHEET NO. V-01

EXHIBIT



GRAPHIC SCALE



( IN FEET )  
1 inch = 200 feet

PRWC

OAK KNOLL RANCH EXHIBIT



CHASTAIN-SKILLMAN  
205 EAST ORANGE STREET  
LAKELAND, FL 33801-4811  
(883) 645-1422

C.S. No. 201  
© 2013 CHASTAIN-SKILLMAN

CS PROJECT NUMBER: 8825.03
PARCEL NUMBER: 10032
SHEET NUMBER: V-01

FIELD BY:
DATE: 02/26/2024
FIELD BOOK & PAGE: 000 000 000

NUMBER
DATE
DESCRIPTION

DESCRIPTION  
10032-PE-A

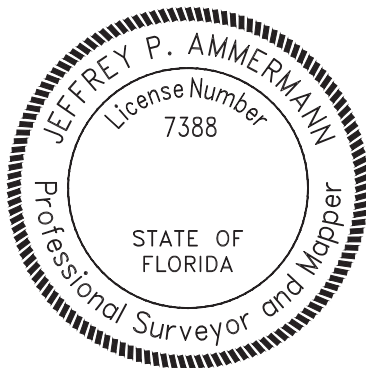
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 1338, Page 103, Public Records of Polk County, Florida, located in Section 32, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 32; thence South 00°48'45" East, along the East line of said Northwest 1/4 of the Northeast 1/4, a distance of 25.22 feet to the intersection with the South maintained right-of-way line of Mountain Lake Cutoff Road as depicted in Map Book 5, Pages 152-161, Public Records of Polk County, Florida; thence North 84°00'50" West, along said South maintained right-of-way line, 7.83 feet to the intersection with the West maintained right-of-way line of McCown Road as depicted in Map Book 11, Pages 70 through 73, Public Records of Polk County, Florida and the POINT OF BEGINNING; thence South 00°47'29" East, along said West line, 14.00 feet; thence South 88°50'21" West, 1298.84 feet; thence North 01°09'39" West, 12.26 feet to said South maintained right-of-way line of Mountain Lake Cutoff Road; thence along said South maintained right-of-way line the following thirteen (13) courses; thence (1) North 88°49'45" East, 81.95 feet; thence (2) North 88°15'33" East, 100.01 feet; thence (3) North 87°58'22" East, 100.01 feet; thence (4) North 88°46'29" East, 100.00 feet; thence (5) North 88°53'21" East, 200.00 feet; thence (6) North 88°29'18" East, 100.00 feet; thence (7) North 88°49'55" East, 100.00 feet; thence (8) North 88°43'03" East, 100.00 feet; thence (9) North 87°54'55" East, 100.01 feet; thence (10) North 89°55'14" East, 100.02 feet; thence (11) North 88°12'06" East, 100.01 feet; thence (12) North 89°00'14" East, 100.00 feet; thence (13) South 84°00'50" East, 17.10 feet to the POINT OF BEGINNING. Said parcel containing 19,458.64 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: 2024.02.26  
18:33:41 -05'00'

JEFFREY P. AMMERMAN, P.S.M.  
FLORIDA REGISTRATION PSM 7388  
JAMMERMANN@CHASTAINSKILLMAN.COM  
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE  
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**SHEET 1 OF 2**  
SEE SHEET 2 FOR  
DESCRIPTION SKETCH, LEGEND,  
AND SURVEYOR'S NOTES

**CS PROJECT: 8825.03**

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

**10032-PE-A**

**DRAWN BY:** S. CHILDS

**FIELD BOOK:** — **PAGE:** —

**DATE:** 02/01/2024

**SHEET NO. V-01**

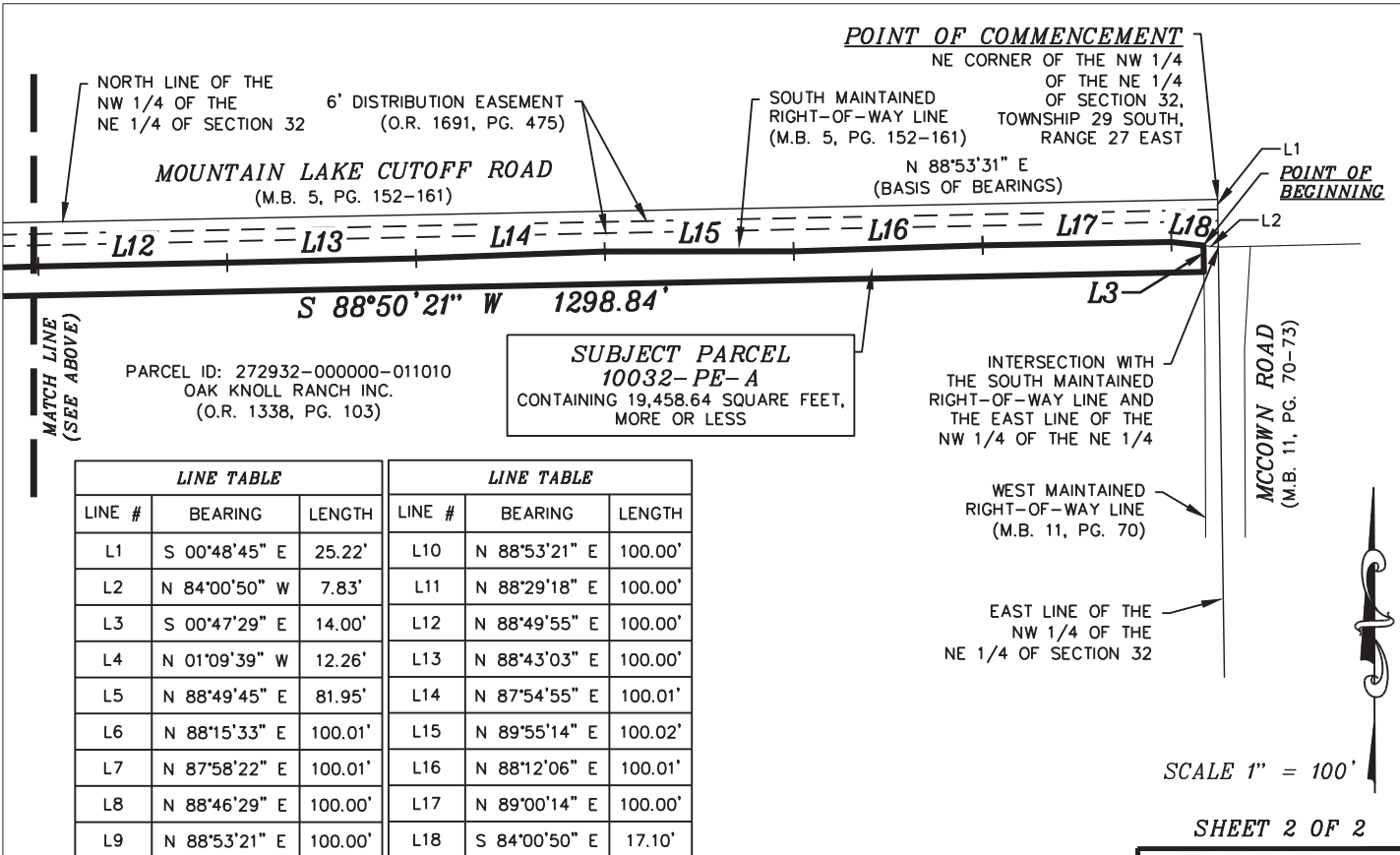
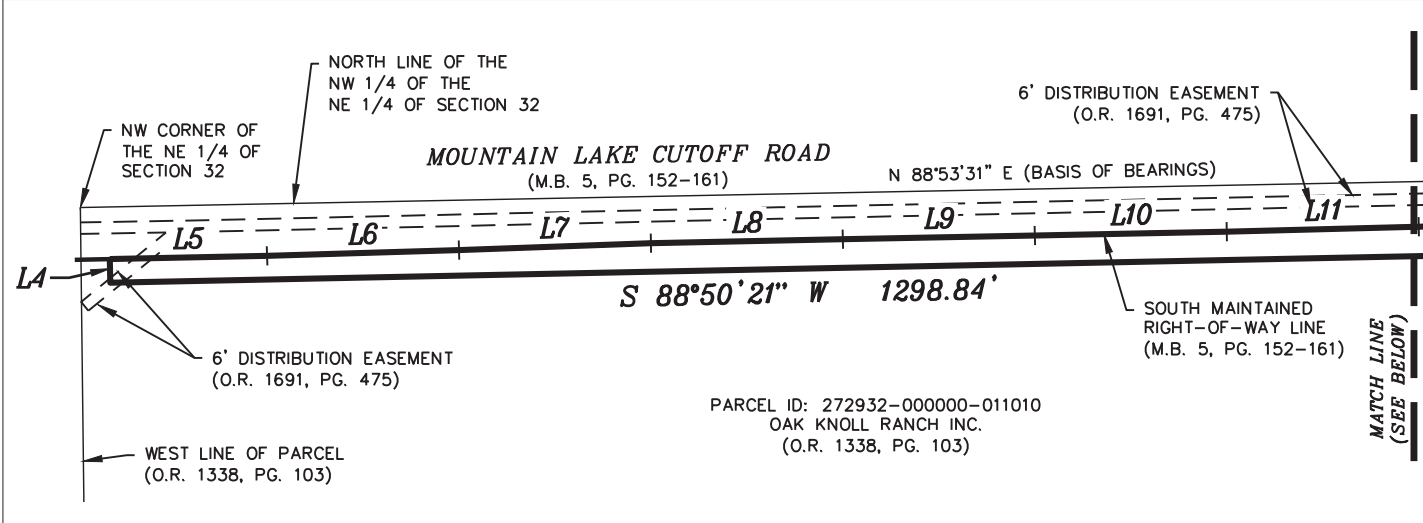
5: \\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-JPA-2024-02-26-ESM\TS.dwg 10032-PE-A Feb 26, 2024 5:46pm by: jammermann

**LEGEND:**

P.B. = PLAT BOOK  
PG. = PAGE(S)  
O.R. = OFFICIAL RECORDS BOOK  
M.B. = MAP BOOK  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT  
ID = IDENTIFICATION

**DESCRIPTION SKETCH****10032-PE-A****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 29 South, Range 27 East, Polk County, Florida, being North 88°53'31" East.
- 3) See sheet 1 of 2 for description, certifications, surveyor's signature and seal.

**SHEET 2 OF 2****CS PROJECT: 8825.03**

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

**10032-PE-A****DRAWN BY: S. CHILDS****FIELD BOOK: — PAGE: —****DATE: 02/26/2024****SHEET NO. V-01**



DESCRIPTION  
10032-PE-B

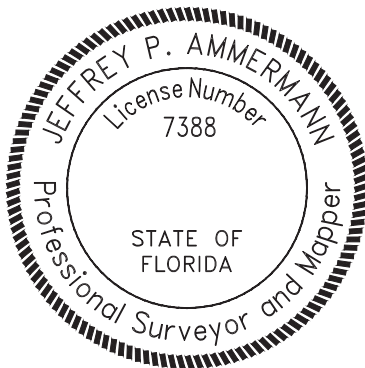
DESCRIPTION:

A parcel of land being a portion of land described in Official Records Book 1338, Page 103, Public Records of Polk County, Florida, located in Section 32, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 32; thence South 00°48'45" East, along the East line of said Northwest 1/4 of the Northeast 1/4, a distance of 25.22 feet to the intersection with the South maintained right-of-way line of Mountain Lake Cutoff Road as depicted in Map Book 5, Pages 152-161, Public Records of Polk County, Florida; thence North 88°39'56" East, along said South maintained right-of-way line, 17.01 feet to the intersection with the East maintained right-of-way line of McCown Road as depicted in Map Book 11, Pages 70 through 73, Public Records of Polk County, Florida and the POINT OF BEGINNING; thence along said South maintained right-of-way line the following seven (7) courses; thence (1) North 88°39'56" East, 58.46 feet; thence (2) North 89°17'44" East, 100.00 feet; thence (3) North 89°28'03" East, 100.00 feet; thence (4) North 89°03'59" East, 100.00 feet; thence (5) North 88°50'14" East, 100.00 feet; thence (6) North 89°10'52" East, 100.00 feet; thence (7) North 89°24'37" East, 86.09 feet to the East line of said parcel; thence South 00°18'48" East, along said East line, 12.04 feet; thence South 89°02'02" West, 645.40 feet to the intersection with said East maintained right-of-way line of McCown Road; thence North 03°13'22" East, along said East maintained right-of-way line, 13.45 feet to the POINT OF BEGINNING. Said parcel containing 8,308.81 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: 2024.02.26  
18:33:02 -05'00'

JEFFREY P. AMMERMAN, 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, INC. - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

**10032-PE-B**

**DRAWN BY: S. CHILDS**

**FIELD BOOK: — PAGE: —**

**DATE: 02/26/2024**

**SHEET NO. V-01**

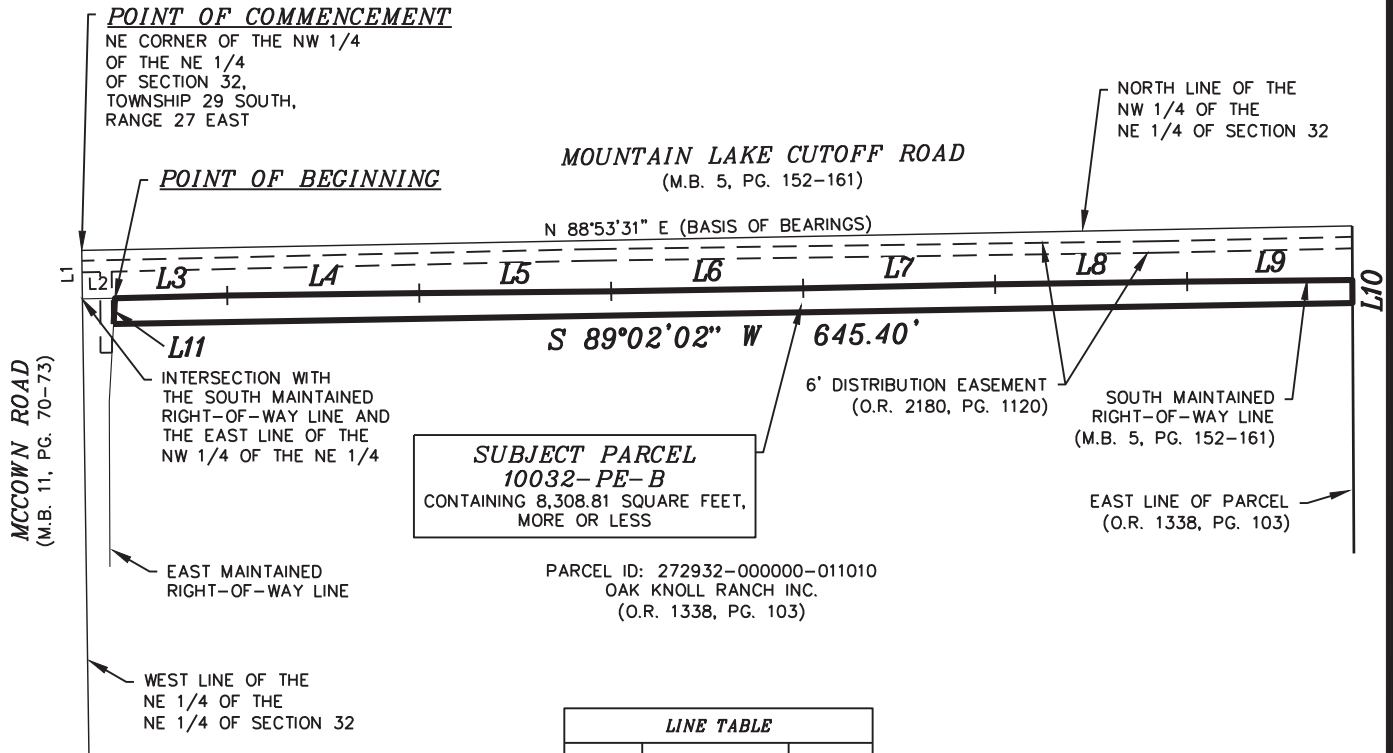
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**LEGEND:**

P.B. = PLAT BOOK  
PG. = PAGE(S)  
O.R. = OFFICIAL RECORDS BOOK  
M.B. = MAP BOOK  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT  
ID = IDENTIFICATION

**DESCRIPTION SKETCH****10032-PE-B****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 29 South, Range 27 East, Polk County, Florida, being North 88°53'31" East.
- 3) See sheet 1 of 2 for description, certifications, surveyor's signature and seal.

**LINE TABLE**

LINE #	BEARING	LENGTH
L1	S 00°48'45" E	25.22'
L2	N 88°39'56" E	17.01'
L3	N 88°39'56" E	58.46'
L4	N 89°17'44" E	100.00'
L5	N 89°28'03" E	100.00'
L6	N 89°03'59" E	100.00'
L7	N 88°50'14" E	100.00'
L8	N 89°10'52" E	100.00'
L9	N 89°24'37" E	86.09'
L10	S 00°18'48" E	12.04'
L11	N 03°13'22" E	13.45'

SCALE 1" = 100'

SHEET 2 OF 2

CS PROJECT: 8825.03

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

10032-PE-B

DRAWN BY: S. CHILDS

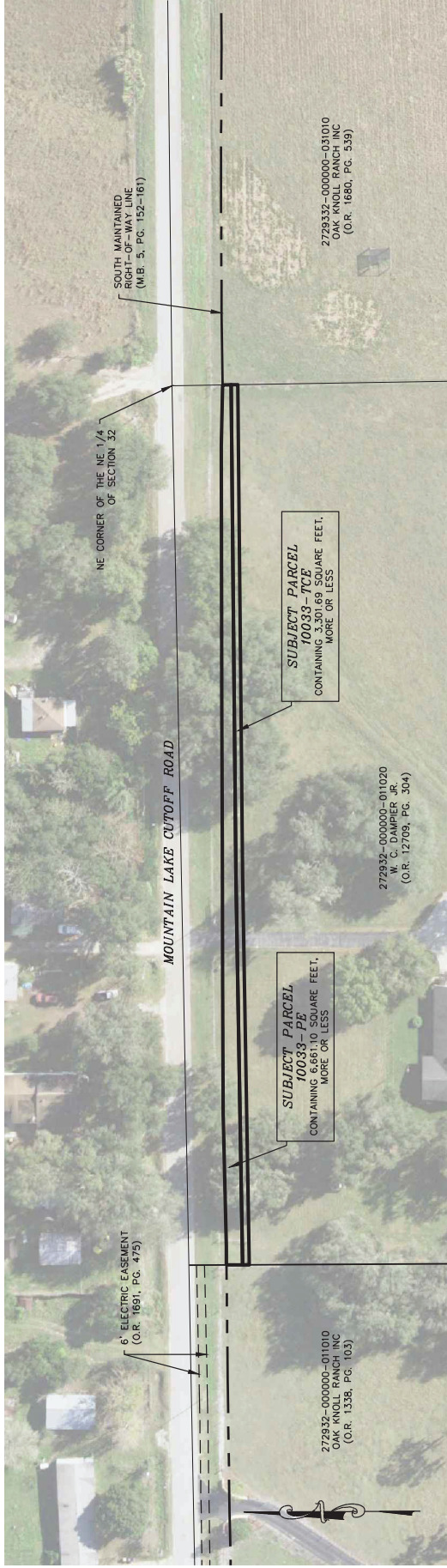
FIELD BOOK: — PAGE: —

DATE: 02/26/2024

SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-JPA-2024-02-26-ESM\T.S.dwg 10032-PE-B (2) Feb 26, 2024 6:08pm by: jammermann

EXHIBIT



GRAPHIC SCALE



( IN FEET )  
1 inch = 80 feet

CS PROJECT NUMBER: 8825.03			FIELD BY:		PARCEL NUMBER: 10033	SHEET NUMBER: V-01					
CHASTAIN-SKILLMAN 205 EAST ORANGE STREET LAKELAND, FL 33801-4811 (883) 646-1402 © 2024 CHASTAIN-SKILLMAN C.S. NO. 201			PRWC						W. C. DAMPIER JR. EXHIBIT		
NUMBER			DATE			DESCRIPTION					

**LEGEND:**

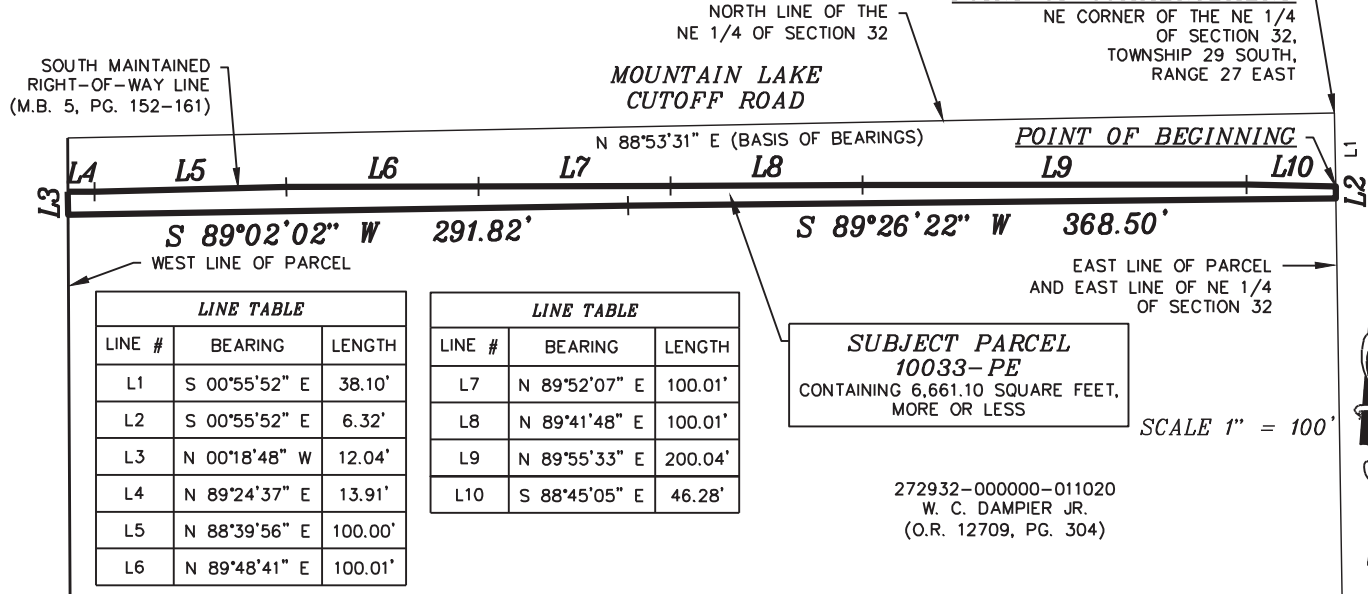
P.B. = PLAT BOOK  
PG. = PAGE  
O.R. = OFFICIAL RECORDS BOOK  
M.B. = MAP BOOK  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT

**DESCRIPTION AND SKETCH****10033-PE****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northeast 1/4 of Section 32, Township 29 South, Range 27 East, Polk County, Florida, being North 88°53'31" East.

**POINT OF COMMENCEMENT**

NE CORNER OF THE NE 1/4  
OF SECTION 32,  
TOWNSHIP 29 SOUTH,  
RANGE 27 EAST

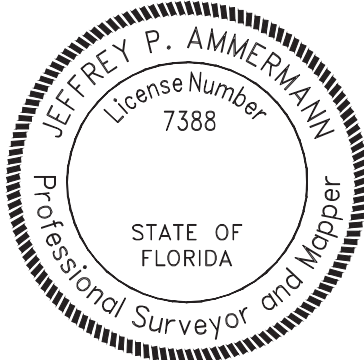
**DESCRIPTION:**

A parcel of land being a portion of a parcel described in Official Records Book 12709, Page 304, in the Northeast 1/4 of Section 32, Township 29 South, Range 27 East, Public Records of Polk County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of said Northeast 1/4 of Section 32; thence South 00°55'52" East, along the East line of parcel and the East line of said Northeast 1/4; a distance of 38.10 feet to the intersection South maintained right-of-way line of Mountain Lake Cutoff Road as depicted in Map Book 5, Page 152 through 161, Public Records of Polk County, Florida, and the POINT OF BEGINNING; thence continue South 00°55'52" East, along said East line, 6.32 feet; thence South 89°26'22" West, 368.50 feet; thence South 89°02'02" West, 291.82 feet to the West line of said parcel; thence North 00°18'48" West, along said West line, 12.04 feet to the intersection of said South maintained right-of-way line; thence along said South maintained right-of-way line the following seven (7) courses: thence (1) North 89°24'37" East, 13.91 feet; thence (2) North 88°39'56" East, 100.00 feet; thence (3) North 89°48'41" East, 100.01 feet; thence (4) North 89°52'07" East, 100.01 feet; thence (5) North 89°41'48" East, 100.01 feet; thence (6) North 89°55'33" East, 200.04 feet; thence (7) South 88°45'05" East, 46.28 feet to the POINT OF BEGINNING. Said parcel containing 6,661.10 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: 2024.03.11  
15:37:29 -04'00'

JEFFREY P. AMMERMAN, 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 1****CS PROJECT: 8825.03****10033-PE****SHEET NO. V-01**

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

**DRAWN BY: S. CHILDS****FIELD BOOK: — PAGE: —****DATE: 03/11/2024**

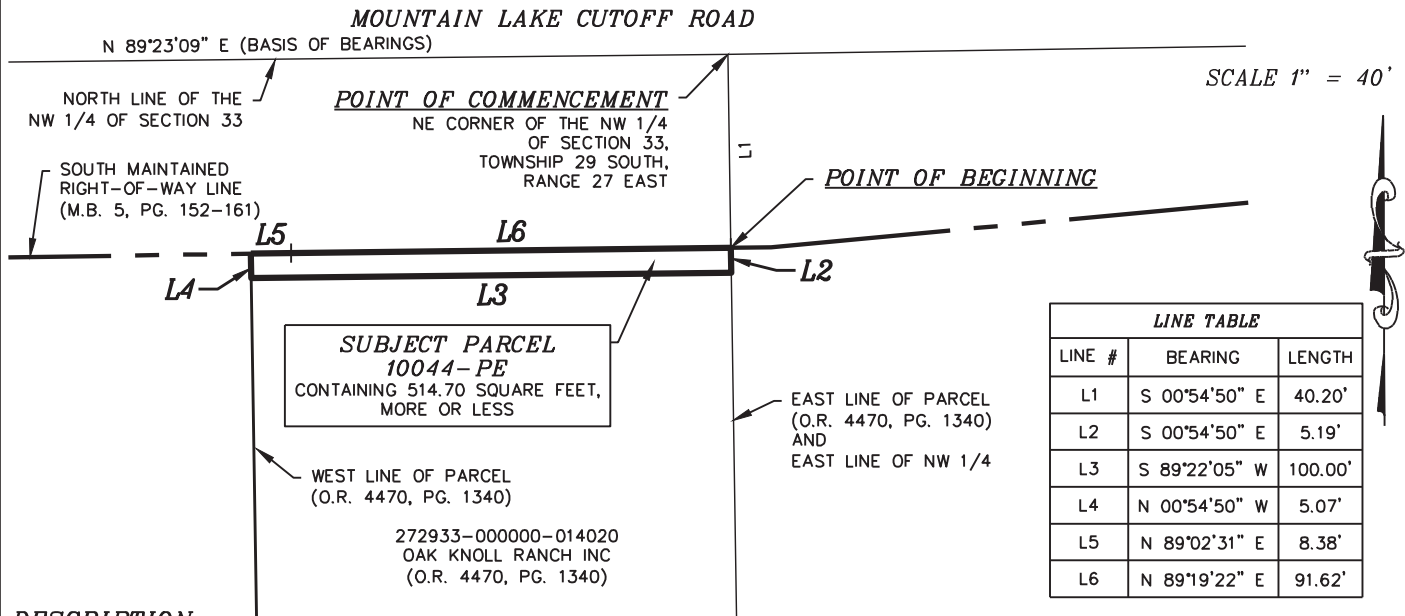


**LEGEND:**

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

**DESCRIPTION AND SKETCH****10044-PE****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northwest 1/4 of Section 33, Township 29 South, Range 27 East, Polk County, Florida, being North 89°23'09" East.

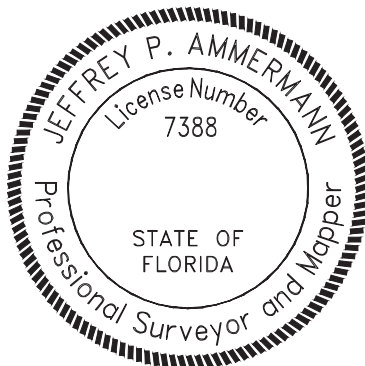
**DESCRIPTION:**

A parcel of land being a portion of a parcel described in Official Records Book 4470, Pages 1340 through 1344, Public Records of Polk County, Florida, located in the Northwest 1/4 of Section 33, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northeast corner of said Northwest 1/4 of Section 33; thence South 00°54'50" East, along the East line of said parcel and the East line of said Northwest 1/4, a distance of 40.20 feet to the intersection with the South maintained right-of-way line of Mountain Lake Cutoff Road as depicted in Map Book 5, Pages 152 through 161, Public Records of Polk County, Florida, and the POINT OF BEGINNING; thence continue South 00°54'50" East, along said East line, 5.19 feet; thence South 89°22'05" West, 100.00 feet to the West line of said parcel; thence North 00°54'50" West, along said West line, 5.07 feet to the intersection of said South maintained right-of-way line; thence along said South maintained right-of-way line the following two (2) courses: thence (1) North 89°02'31" East, 8.38 feet; thence (2) North 89°19'22" East, 91.62 feet to the POINT OF BEGINNING. Said parcel containing 514.70 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 AmmermannDate: 2024.02.26  
20:06:07 -05'00'

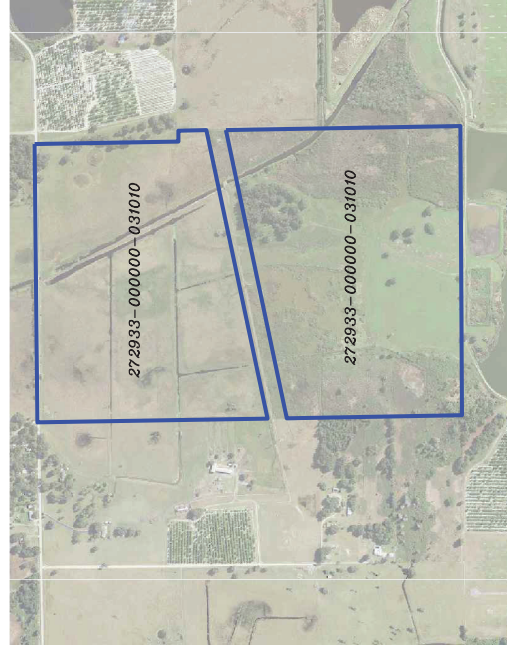
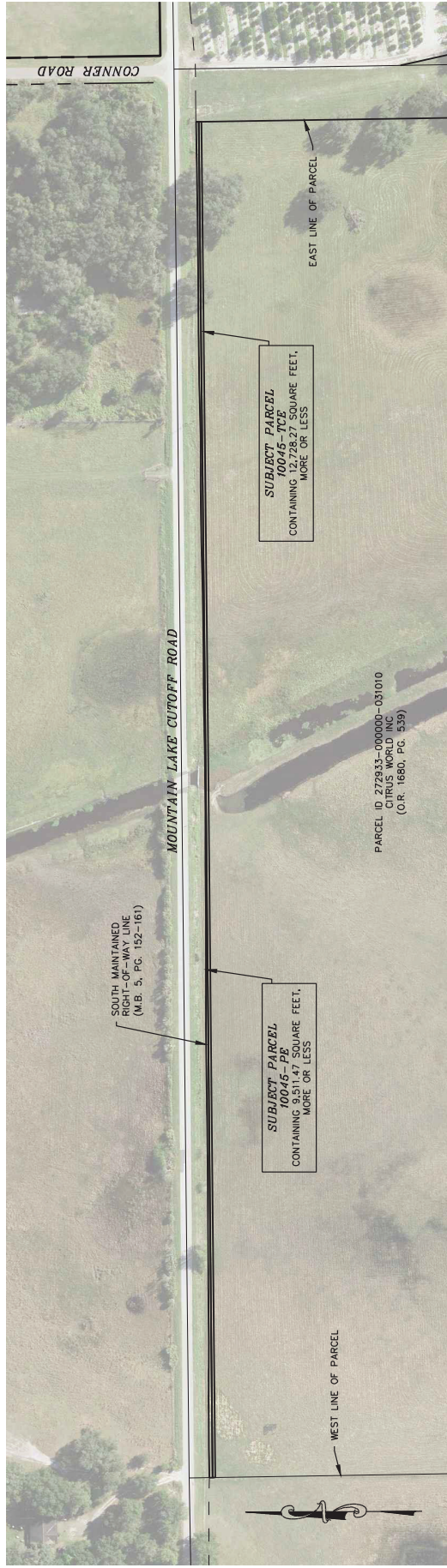
JEFFREY P. AMMERMAN, P.S.M.  
FLORIDA REGISTRATION PSM 7388  
JAMMERMAN@CHASTAINSKILLMAN.COM  
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE  
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE  
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

**SHEET 1 OF 1****CS PROJECT: 8825.03****10044-PE****SHEET NO. V-01**

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

**DRAWN BY: S. CHILDS****FIELD BOOK: — PAGE: —****DATE: 02/26/2024**

## EXHIBIT

[illegible]

DESCRIPTION  
10045-PE

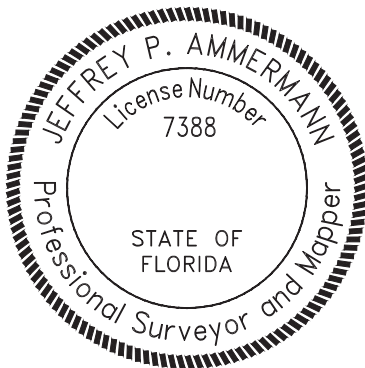
DESCRIPTION:

A parcel of land being a portion of land described in Official Records Book 1680, Pages 539 through 540, Public Records of Polk County, Florida, located in Section 33, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 said Section 33; thence South 00°55'52" East, along the West line of said parcel and the West line of said Northwest 1/4, a distance of 38.10 feet to the intersection with the South maintained right-of-way line of Mountain Lake Cutoff Road as depicted in Map Book 5, Pages 152 through 161, Public Records of Polk County, Florida and the POINT OF BEGINNING; thence along said South maintained right-of-way line the following twenty six (26) courses; thence (1) North 89°10'24" East, 54.05 feet; thence (2) North 89°40'20" East, 100.00 feet; thence (3) North 89°45'17" East, 100.01 feet; thence (4) North 89°26'35" East, 100.00 feet; thence (5) North 89°40'20" East, 100.00 feet; thence (6) North 89°40'20" East, 100.00 feet; thence (7) North 89°23'09" East, 100.00 feet; thence (8) North 89°19'43" East, 100.00 feet; thence (9) North 89°30'01" East, 100.00 feet; thence (10) North 89°57'31" East, 100.00 feet; thence (11) North 89°54'05" East, 100.00 feet; thence (12) North 89°26'35" East, 100.00 feet; thence (13) North 89°52'10" East, 100.01 feet; thence (14) North 89°09'24" East, 100.00 feet; thence (15) North 88°55'39" East, 100.00 feet; thence (16) North 89°40'20" East, 100.00 feet; thence (17) North 89°16'16" East, 100.00 feet; thence (18) North 88°38'28" East, 100.01 feet; thence (19) North 89°05'58" East, 100.00 feet; thence (20) North 89°50'39" East, 100.00 feet; thence (21) North 88°45'20" East, 100.01 feet; thence (22) North 89°09'24" East, 100.00 feet; thence (23) North 89°33'28" East, 100.00 feet; thence (24) North 89°23'09" East, 100.00 feet; thence (25) North 89°09'24" East, 100.00 feet; thence (26) North 89°02'31" East, 91.62 feet to the East line of said parcel; thence South 00°54'50" East, along said East line, 5.07 feet; thence South 89°22'05" West, 1,114.27 feet; thence South 89°26'22" West, 1,431.38 feet to the intersection with the West line of said parcel; thence North 00°55'52" West, along said West line, 6.32 feet to the POINT OF BEGINNING. Said parcel containing 9,511.47 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: 2024.02.26  
20:44:43 -05'00'

JEFFREY P. AMMERMAN, 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 3**  
SEE SHEET 2 AND 3 FOR  
DESCRIPTION SKETCH, LEGEND,  
AND SURVEYOR'S NOTES

**CS PROJECT: 8825.03**

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

**10045-PE**

**DRAWN BY: S. CHILDS**

**FIELD BOOK: — PAGE: —**

**DATE: 02/26/2024**

**SHEET NO. V-01**

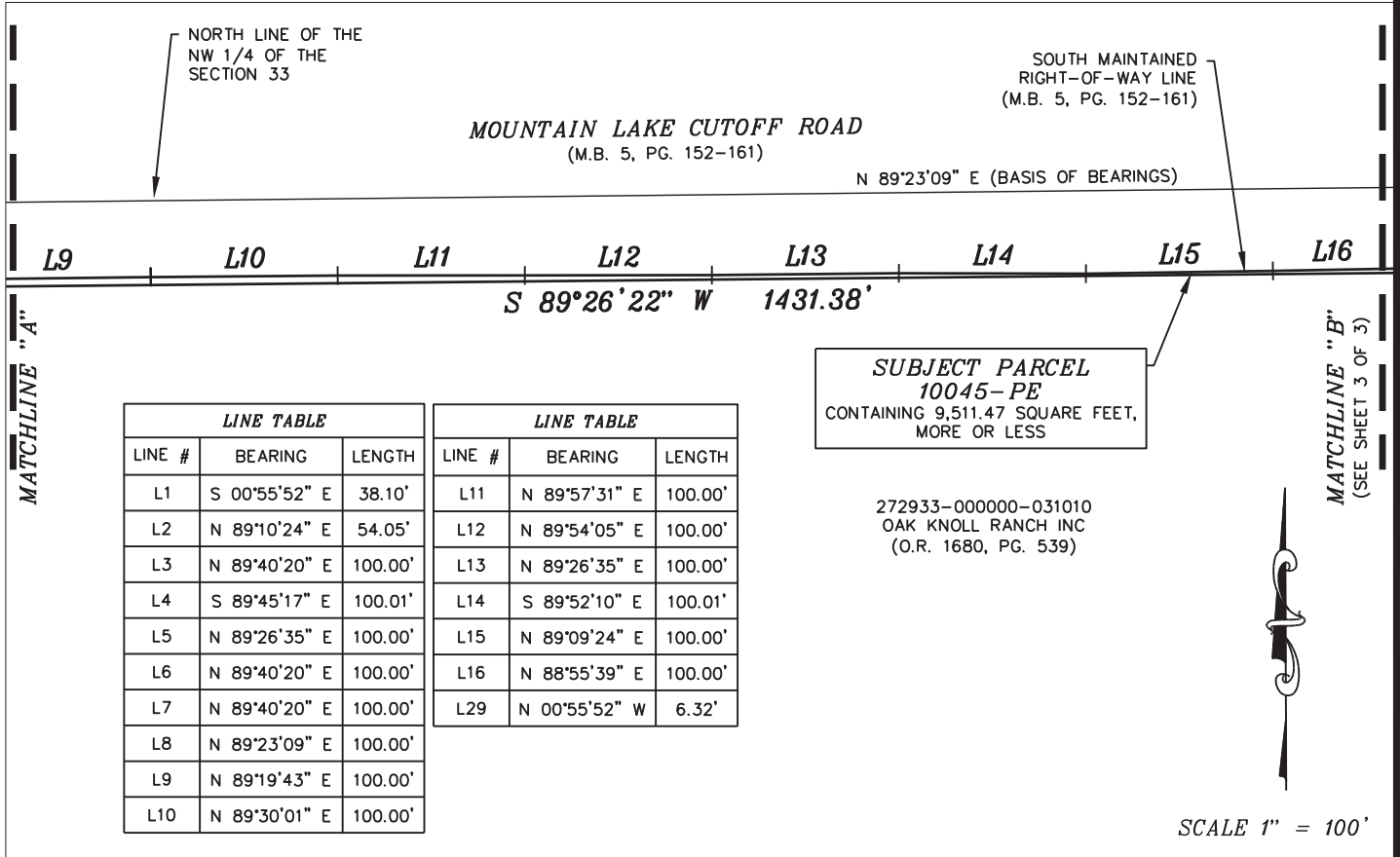
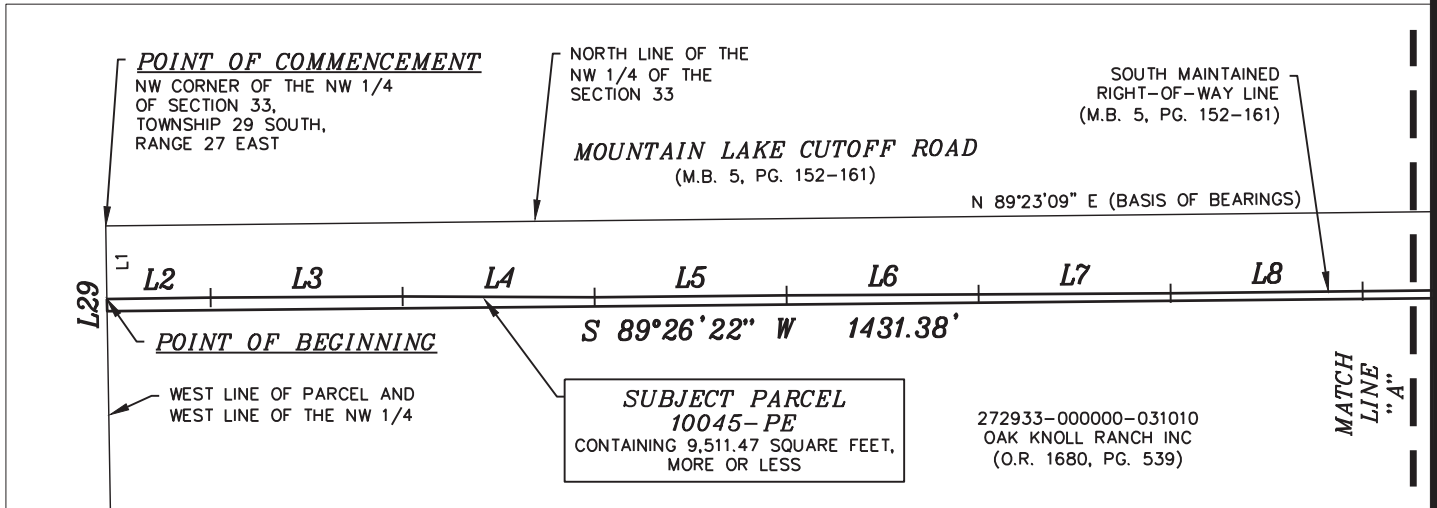
P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-JPA-2024-02-26-ESM\TS.dwg 10045-PE Feb 26, 2024 8:31pm by: jammermann

**LEGEND:**

P.B. = PLAT BOOK  
PG. = PAGE(S)  
O.R. = OFFICIAL RECORDS BOOK  
M.B. = MAP BOOK  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT

**DESCRIPTION SKETCH****10045-PE****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northwest 1/4 of Section 33, Township 29 South, Range 27 East, Polk County, Florida, being North 89°23'09" East.
- 3) See sheet 1 of 3 for description, certification, surveyor's signature and seal.

**SHEET 2 OF 3****CS PROJECT: 8825.03****10045-PE****SHEET NO. V-02**

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

**DRAWN BY: S. CHILDS****FIELD BOOK: — PAGE: —****DATE: 02/26/2024**

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-JPA-2024-02-26-ESM\TS.dwg 10045-PE (2) Feb 26, 2024 8:31pm by: jammermann

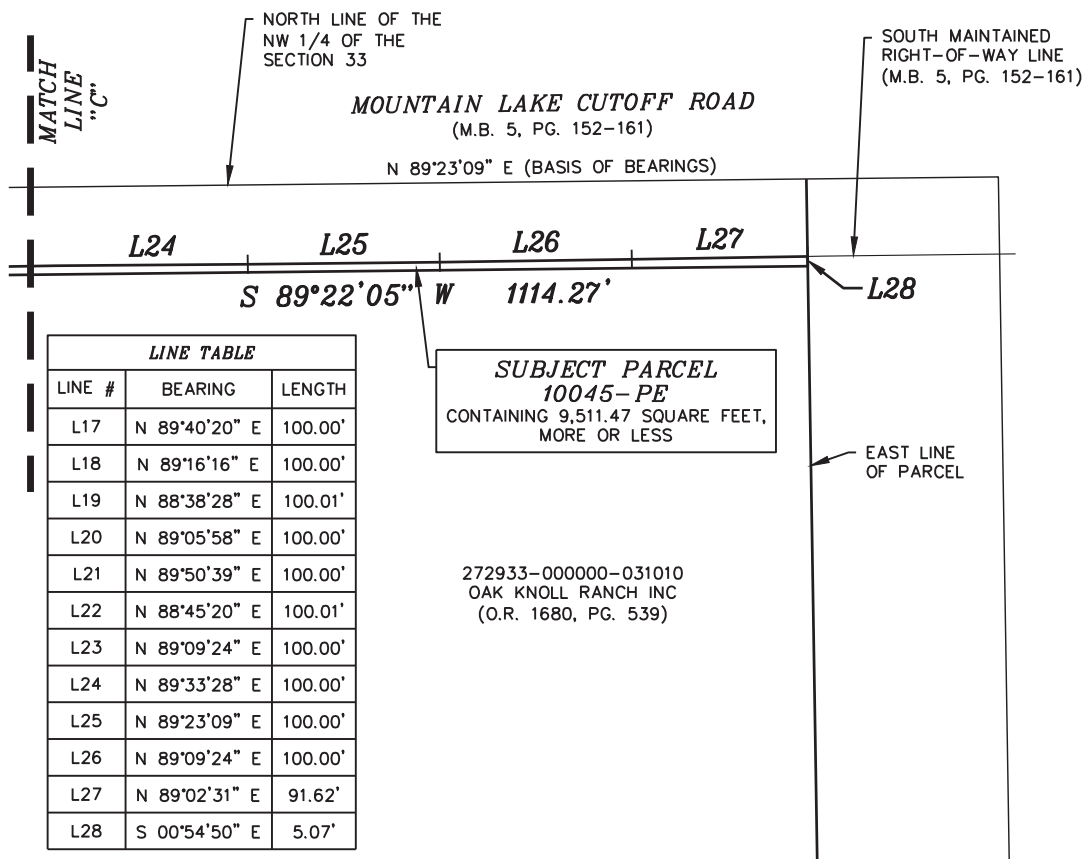
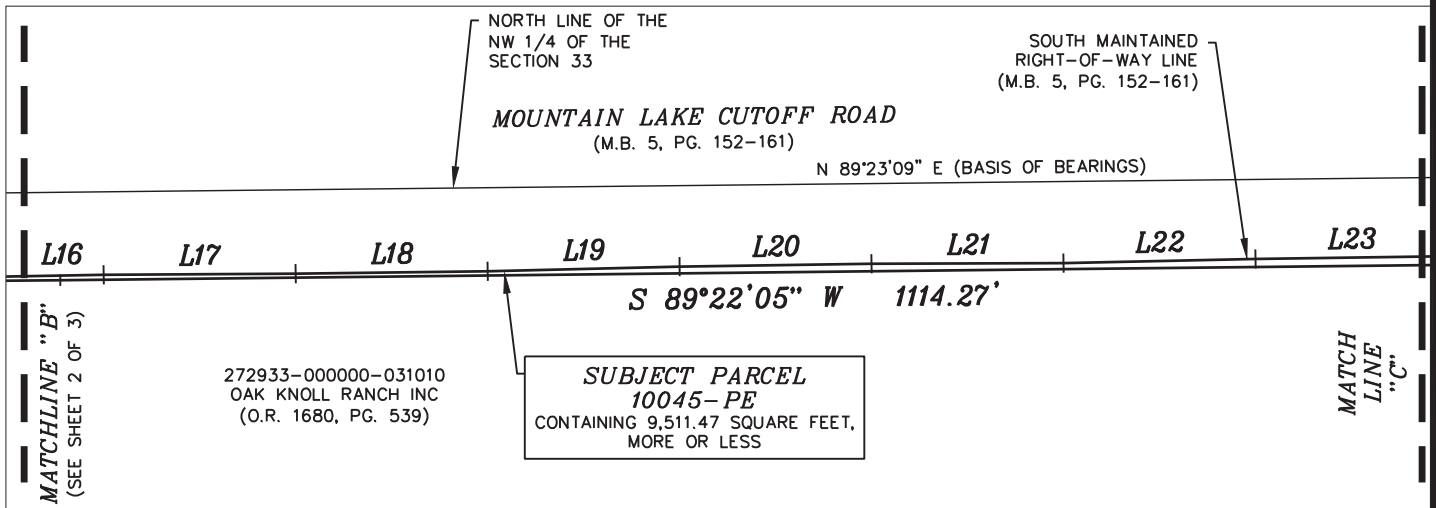
*DESCRIPTION SKETCH*

10045-PE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northwest 1/4 of Section 33, Township 29 South, Range 27 East, Polk County, Florida, being North 89°23'09" East.
- 3) See sheet 1 of 3 for description, certification, surveyor's signature and seal.

P.B. = PLAT BOOK  
PG. = PAGE(S)  
O.R. = OFFICIAL RECORDS BOOK  
M.B. = MAP BOOK  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT



SCALE 1" = 100'

*SHEET 3 OF 3*

CS PROJECT: 8825.03

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

*DRAWN BY: S. CHILDS*

FIELD BOOK: — PAGE: —

*DATE:* 02/26/2024

SHEET NO. V-03

## **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 exclusive and 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 Grantor'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, well, septic tanks and septic drain fields, that PRWC damaged or cause 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 GRANTOR 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 the GRANTOR 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 GRANTOR.
4. GRANTOR shall not have the right to grant other easements to other parties without the prior written consent of the PRWC. 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 16 Pages]

EXHIBIT



P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW LAKE WALES\882503-SCC-2023-08-21-ESM\TSM.dwg 4071-EX Feb 26, 2024 4:53pm by: jammermann

CS PROJECT NUMBER: 8825.03		FIELD BY:		GRAPHIC SCALE		PRWC		CHASTAIN SKILLMAN		CHASTAIN-SKILLMAN 205 EAST ORANGE STREET LAKELAND, FL 33801-4811 (883) 645-1402 C.S. No. 301		NUMBER		DATE		DESCRIPTION	
PARCEL NUMBER: 4071		DATE: 02/26/2024		1 inch = 100 feet ( IN FEET )		SPENCER REDDICK EXHIBIT		CS		C.S. No. 301							
SHEET NUMBER: V.01		FIELDBOOK & PAGE: 000 000 001															

**LEGEND:**

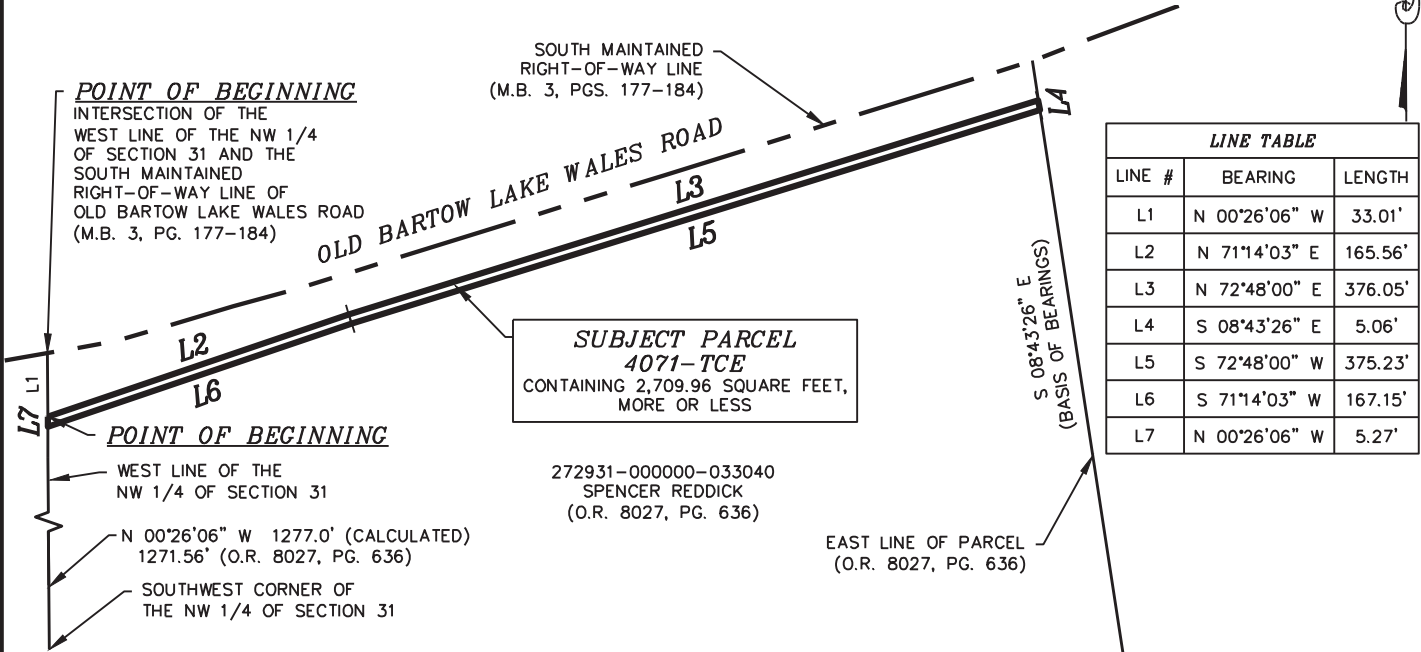
P.B. = PLAT BOOK  
PG. = PAGE  
O.R. = OFFICIAL RECORDS BOOK  
M.B. = MAP BOOK  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT

**DESCRIPTION AND SKETCH****4071-TCE**

SCALE 1" = 100'

**NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the parcel described in Official Records Book 8027, Page 636, Public Records of Polk County, Florida, being South 08°43'26" East

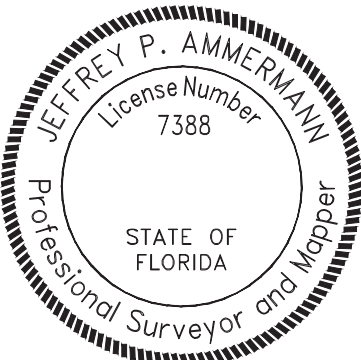
**DESCRIPTION:**

A parcel of land being a portion of land described in Official Records Book 8027, Pages 636 through 637, Public Records of Polk County, Florida located in the Northwest 1/4 of Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the intersection of the West line of said Northwest 1/4 of Section 31 and the South maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, said intersection point being North 00°26'06" West, 1277.03 feet (said intersection point described as 1271.56 feet North, in said Official Records Book 8027, Pages 636 through 637) of the Southwest corner of said Northwest 1/4 of Section 31; thence South 00°26'06" East, along said West line, 33.01 feet to the POINT OF BEGINNING; thence North 71°14'03" East, 165.56 feet; thence North 72°48'00" East, 376.05 feet to the East line of said parcel; thence South 08°43'26" East, along said East line of parcel, 5.06 feet; thence South 72°48'00" West, 375.23 feet; thence South 71°14'03" West, 167.15 feet to said West line of the Northwest 1/4 of Section 31; thence North 00°26'06" West, along said West line, 5.27 feet to the POINT OF BEGINNING. Said parcel containing 2,709.96 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: 2024.02.26  
16:37:07 -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 1

CS PROJECT: 8825.03

4071-TCE

SHEET NO. V-01

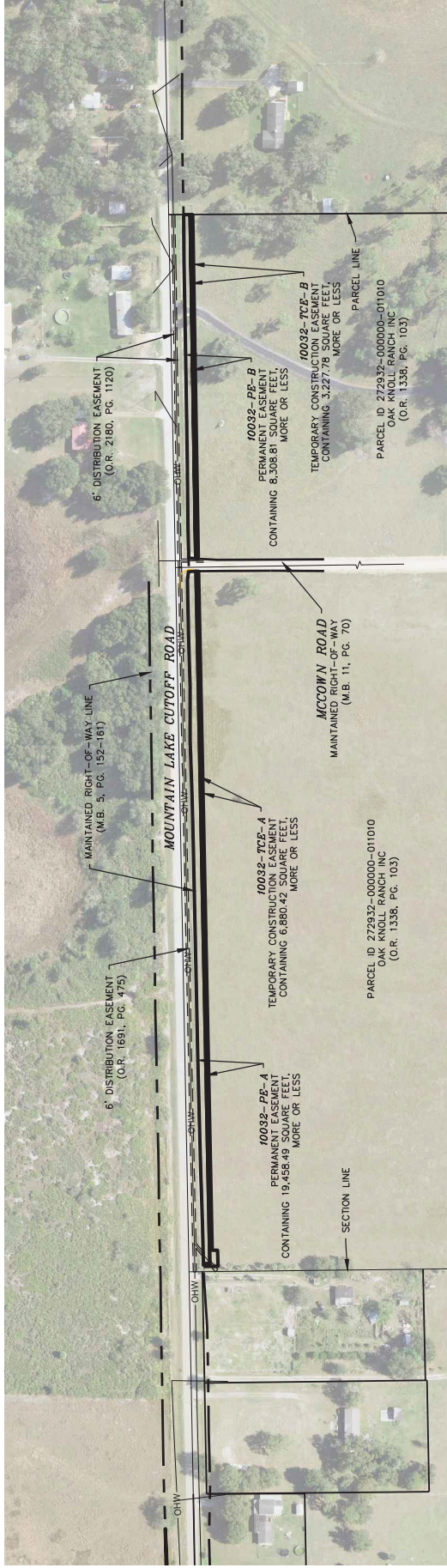
PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/26/2024

EXHIBIT



CS PROJECT NUMBER  
8825.03

PARCEL NUMBER:  
10032

SHEET NUMBER:  
V-01

FIELD BY:

DATE  
02/26/2024

FIELD BOOK & PAGE  
000  
000  
000

GRAPHIC SCALE

200 0 100 200 400

( IN FEET )

1 inch = 200 feet

PRWC

OAK KNOLL RANCH EXHIBIT

CHASTAIN-SKILLMAN

CHASTAIN-SKILLMAN  
205 EAST ORANGE STREET  
LAKELAND, FL 33801-4811  
(883) 645-1422

C.S. No. 281

NUMBER

DATE

DESCRIPTION

DESCRIPTION  
10032-TCE-A

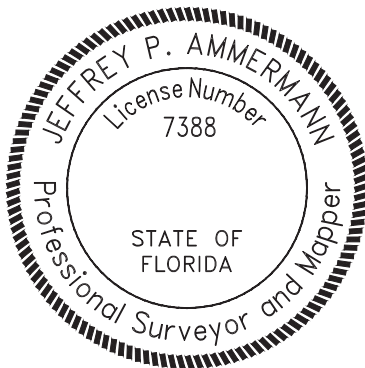
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 1338, Page 103, Public Records of Polk County, Florida, located in Section 32, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 32; thence South 00°48'45" East, along the East line of said Northwest 1/4 of the Northeast 1/4, a distance of 25.22 feet to the intersection with the South maintained right-of-way line of Mountain Lake Cutoff Road as depicted in Map Book 5, Pages 152-161, Public Records of Polk County, Florida; thence North 84°00'50" West, along said South maintained right-of-way line, 7.83 feet to the intersection with the West maintained right-of-way line of McCown Road as depicted in Map Book 11, Pages 70 through 73, Public Records of Polk County, Florida; thence South 00°47'29" East, along said West line, 14.00 feet to the POINT OF BEGINNING; thence continue South 00°47'29" East, along said West line, 5.00 feet; thence South 88°50'21" West, 1273.81 feet; thence South 01°09'39" East, 10.00 feet; thence South 88°50'21" West, 30.00 feet; thence North 01°09'39" West, 27.26 feet to said South maintained right-of-way line of Mountain Lake Cutoff Road; thence North 88°50'21" East, along said South maintained right-of-way line, 5.00 feet; thence South 01°09'39" East, 12.26 feet; thence North 88°50'21" East, 1298.84 feet to the POINT OF BEGINNING. Said parcel containing 6,880.42 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: 2024.02.26  
18:31:34 -05'00'

JEFFREY P. AMMERMAN, 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, INC. - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

10032-TCE-A

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/26/2024

SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-JPA-2024-02-26-ESM\FS.dwg 10032-TCE-A Feb 26, 2024 5:58pm by: jammermann

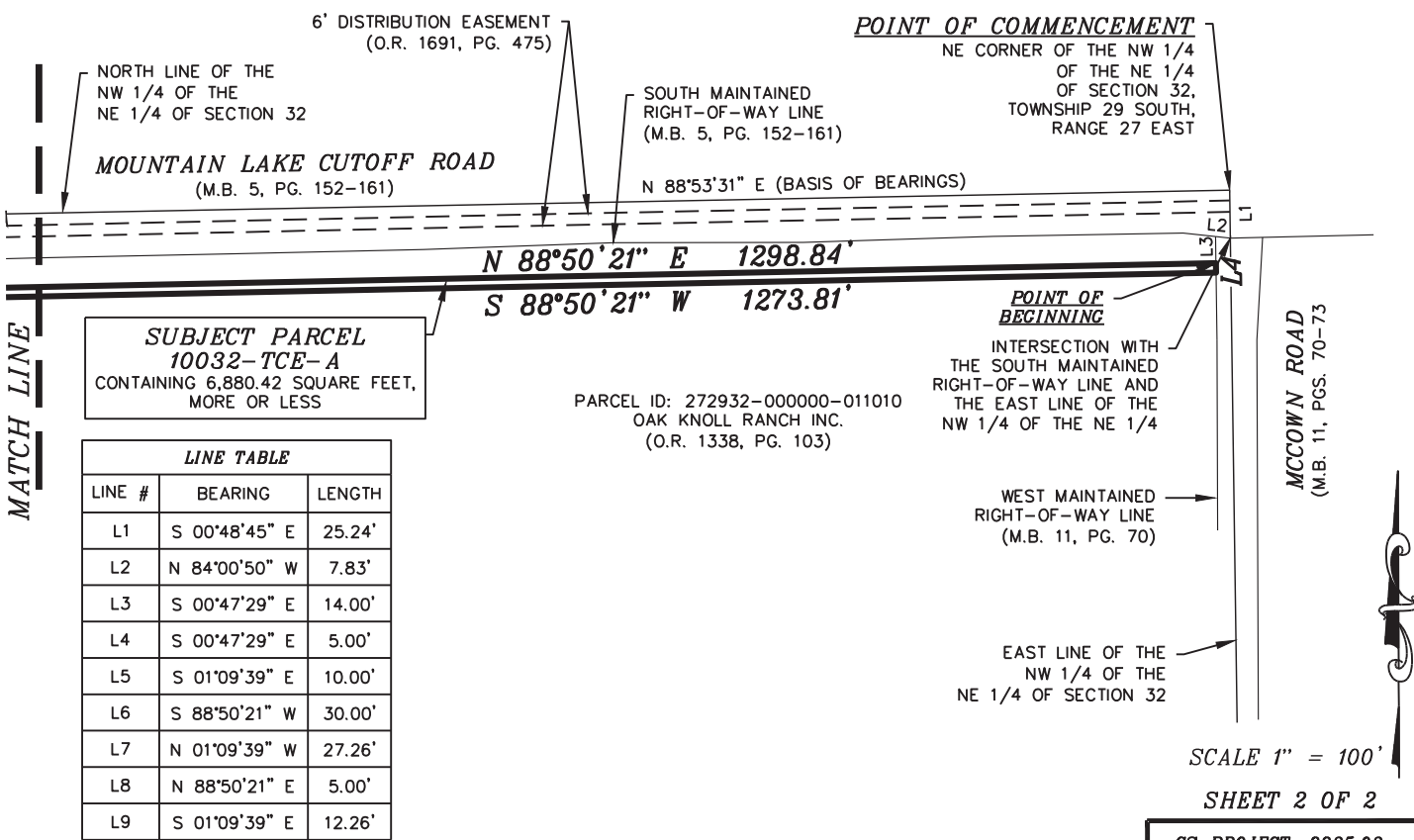
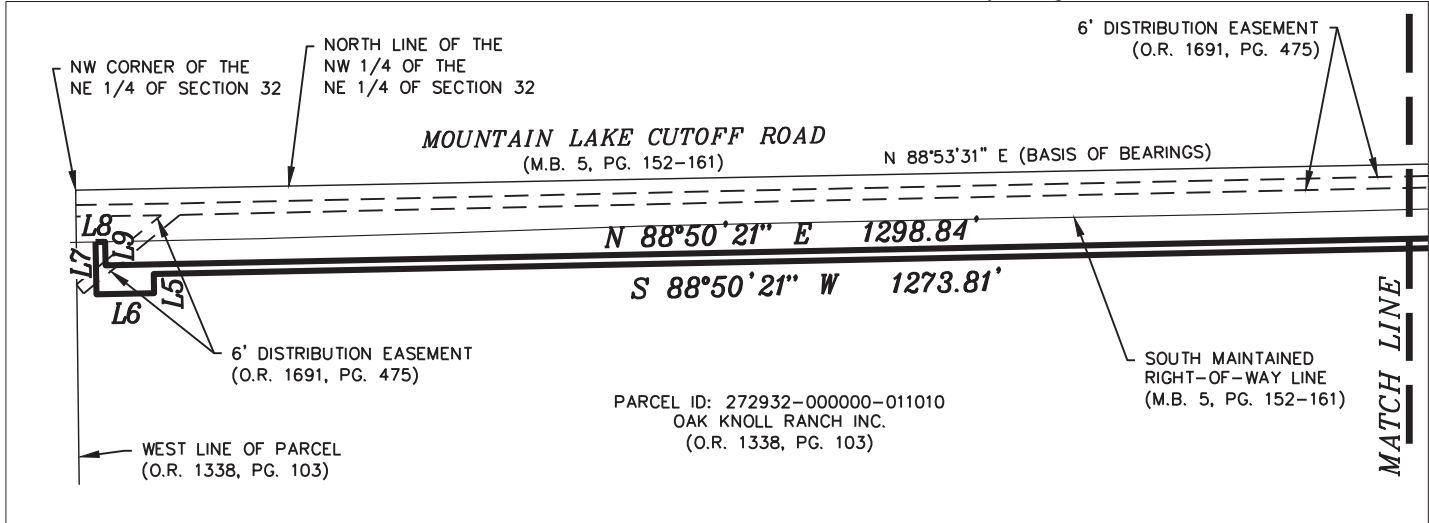
*DESCRIPTION SKETCH*

10032-TCE-A NOTES:

NOTES:

P.B. = PLAT BOOK  
PG. = PAGE(S)  
O.R. = OFFICIAL RECORDS BOOK  
M.B. = MAP BOOK  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT  
ID = IDENTIFICATION

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 29 South, Range 27 East, Polk County, Florida, being North 88°53'31" East.
- 3) See sheet 1 of 2 for description, certifications, surveyor's signature and seal.



SCALE 1" = 100'

*SHEET 2 OF 2*

CS PROJECT: 8825.03

10032-TCE-A

*SHEET NO. V-01*

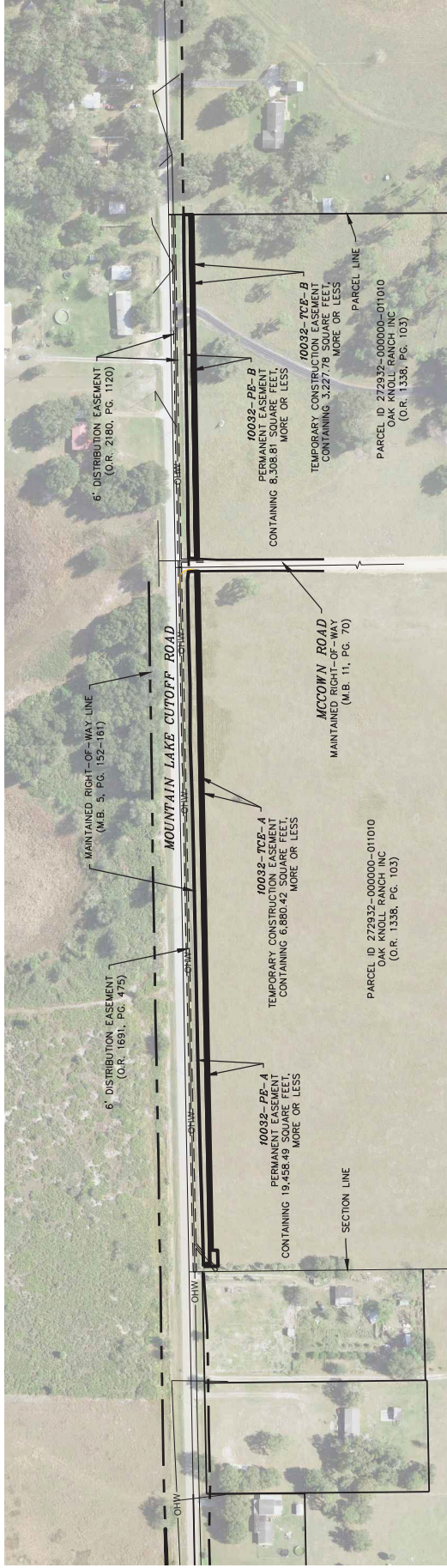
PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

*DRAWN BY: S. CHILDS*

FIELD BOOK: — PAGE: —

DATE: 02/12/2024

EXHIBIT



<b>CHASTAIN-SKILLMAN</b> 205 EAST ORANGE STREET LAKELAND, FL 33801-4811 (883) 645-1422 <small>© 2023 CHASTAIN-SKILLMAN C.S. No. 201</small>		PRWC OAK KNOLL RANCH EXHIBIT	GRAPHIC SCALE ( IN FEET ) 1 inch = 200 feet	CS PROJECT NUMBER: 8825.03
FIELD BY: DATE: 02/26/2024 FIELD BOOK & PAGE: 000 000 000		PARCEL NUMBER: 10032	SHEET NUMBER: V-01	CS PROJECT NUMBER: 8825.03

DESCRIPTION  
10032-TCE-B

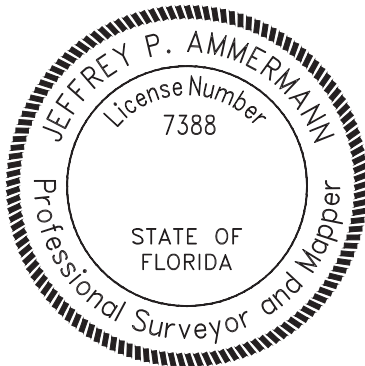
DESCRIPTION:

A parcel of land being a portion of land described in Official Records Book 1338, Page 103, Public Records of Polk County, Florida, located in Section 32, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 32; thence South 00°48'45" East, along the East line of said Northwest 1/4 of the Northeast 1/4, a distance of 25.22 feet to the intersection with the South maintained right-of-way line of Mountain Lake Cutoff Road as depicted in Map Book 5, Pages 152-161, Public Records of Polk County, Florida; thence North 88°39'56" East, along said South maintained right-of-way line, 17.01 feet to the intersection with the East maintained right-of-way line of McCown Road as depicted in Map Book 11, Pages 70 through 73, Public Records of Polk County, Florida; thence South 03°13'22" West, along said East line, 13.45 feet to the POINT OF BEGINNING; thence North 89°02'02" East, 645.40 feet to the East line of said parcel; thence South 00°18'48" East, along said East line, 5.00 feet; thence South 89°02'02" West, 645.71 feet to the intersection with said East maintained right-of-way line of McCown Road; thence North 03°13'22" East, along said East line, 5.01 feet to the POINT OF BEGINNING. Said parcel containing 3,227.78 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: 2024.02.26  
18:30:51 -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, INC. - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

**10032-TCE-B**

**DRAWN BY: S. CHILDS**

**FIELD BOOK: — PAGE: —**

**DATE: 02/26/2024**

**SHEET NO. V-01**

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-JPA-2024-02-26-ESM\TS.dwg 10032-TCE-B Feb 26, 2024 6:16pm by: jammermann

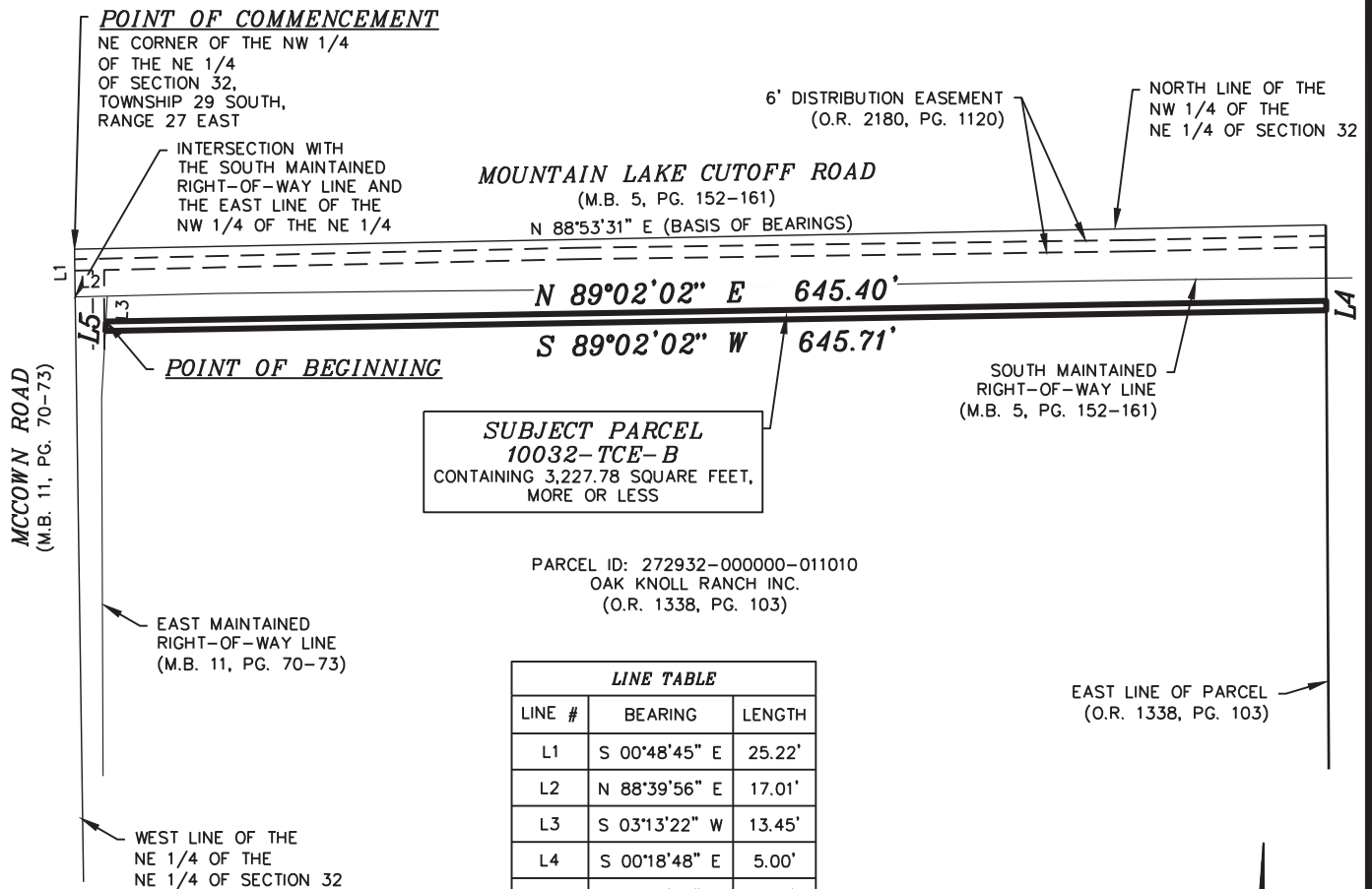
**LEGEND:**

P.B. = PLAT BOOK  
PG. = PAGE(S)  
O.R. = OFFICIAL RECORDS BOOK  
M.B. = MAP BOOK  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT  
ID = IDENTIFICATION

**DESCRIPTION SKETCH**

10032-TCE-B **NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 29 South, Range 27 East, Polk County, Florida, being North 88°53'31" East.
- 3) See sheet 1 of 2 for description, certifications, surveyor's signature and seal.



SCALE 1" = 100'

SHEET 2 OF 2

CS PROJECT: 8825.03

10032-TCE-B

SHEET NO. V-01

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/26/2024

\\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-JPA-2024-02-26-ESM\T.S.dwg 10032-TCE-B (2) Feb 26, 2024 6:16pm by: jammermann



**LEGEND:**

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

**DESCRIPTION AND SKETCH****10033-TCE****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northeast 1/4 of Section 32, Township 29 South, Range 27 East, Polk County, Florida, being North 88°53'31" East.

**POINT OF COMMENCEMENT**

NE CORNER OF THE NE 1/4  
OF SECTION 32,  
TOWNSHIP 29 SOUTH,  
RANGE 27 EAST

**POINT OF BEGINNING**

NORTH LINE OF THE  
NE 1/4 OF SECTION 32

**MOUNTAIN LAKE  
CUTOFF ROAD**

N 88°53'31" E (BASIS OF BEARINGS)

SOUTH MAINTAINED  
RIGHT-OF-WAY LINE  
(M.B. 5, PG. 152-161)

EAST LINE OF PARCEL  
AND EAST LINE OF NE 1/4  
OF SECTION 32

WEST LINE OF PARCEL

**LINE TABLE**

LINE #	BEARING	LENGTH
L1	S 00°55'52" E	44.42'
L2	S 00°55'52" E	5.00'
L3	N 00°18'48" W	5.00'
L4	N 89°02'02" E	291.82'
L5	N 89°26'22" E	368.50'

**SUBJECT PARCEL  
10033-TCE**

CONTAINING 3,301.69 SQUARE FEET,  
MORE OR LESS

SCALE 1" = 100'

272932-000000-011020  
W. C. DAMPIER JR.  
(O.R. 12709, PG. 304)

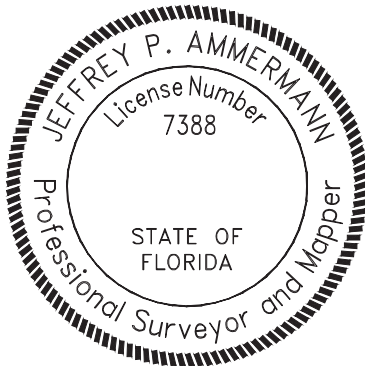
**DESCRIPTION:**

A parcel of land being a portion of a parcel described in Official Records Book 12709, Page 304, in the Northeast 1/4 of Section 32, Township 29 South, Range 27 East, Public Records of Polk County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of said Northeast 1/4 of Section 32; thence South 00°55'52" East, along the East line of parcel and the East line of said Northeast 1/4; a distance of 44.42 feet to the POINT OF BEGINNING; thence continue South 00°55'52" East, along said East line, 5.00 feet; thence South 89°26'22" West, 368.53 feet; thence South 89°02'02" West, 291.84 feet to the West line of said parcel; thence North 00°18'48" West, along said West line, 5.00 feet; thence North 89°02'02" East, 291.82 feet; thence North 89°26'22" East, 368.50 feet to the POINT OF BEGINNING. Said parcel containing 3,301.69 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: 2024.03.11  
15:41:50 -04'00'

JEFFREY P. AMMERMAN, 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 1

CS PROJECT: 8825.03

10033-TCE

SHEET NO. V-01

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 03/11/2024

by: jammermann

Mar 11, 2024 3:41pm

10033-TCE

dwg

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\TS

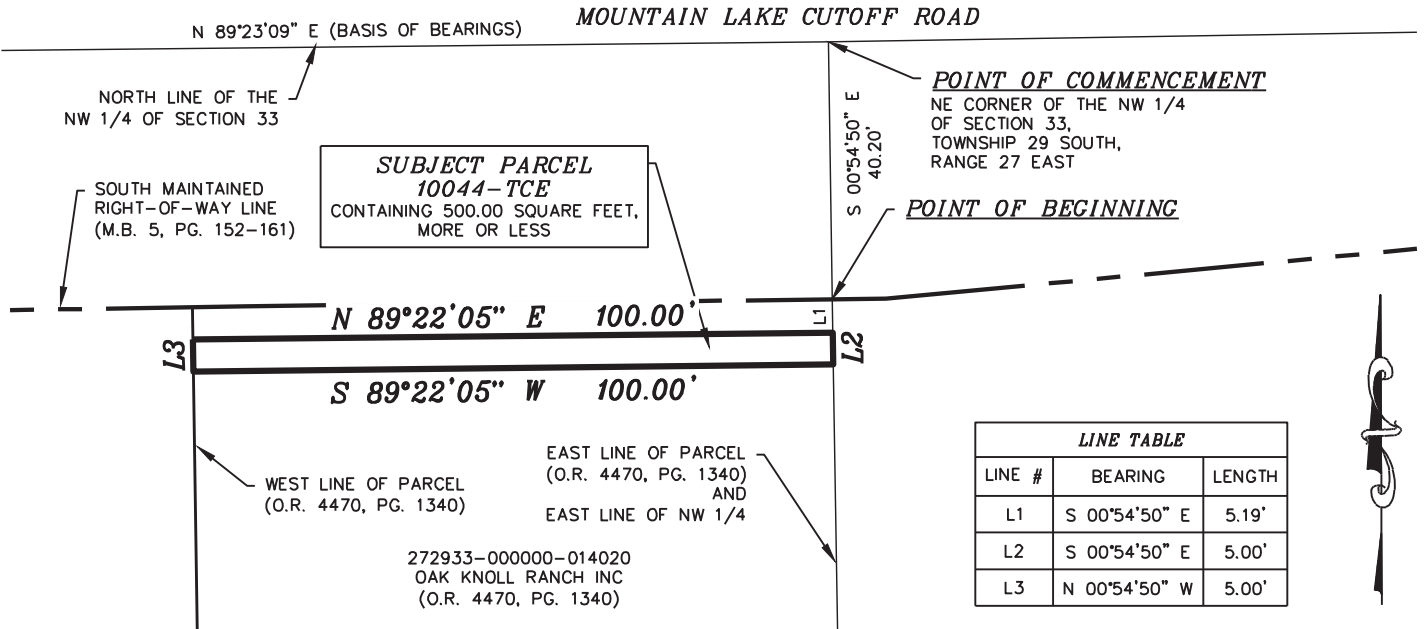


**LEGEND:**

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

**DESCRIPTION AND SKETCH****10044-TCE****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northwest 1/4 of Section 33, Township 29 South, Range 27 East, Polk County, Florida, being North 89°23'09" East.

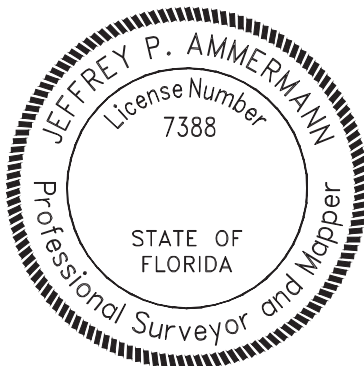
**DESCRIPTION:**

A parcel of land being a portion of a parcel described in Official Records Book 4470, Pages 1340 through 1344, Public Records of Polk County, Florida, located in the Northwest 1/4 of Section 33, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northeast corner of said Northwest 1/4 of Section 33; thence South 00°54'50" East, along the East line of said parcel and the East line of said Northwest 1/4, a distance of 40.20 feet to the intersection with the South maintained right-of-way line of Mountain Lake Cutoff Road as depicted in Map Book 5, Pages 152 through 161, Public Records of Polk County, Florida; thence continue South 00°54'50" East, along said East line, 5.19 feet to the POINT OF BEGINNING; thence continue South 00°54'50" East, along said East line, 5.00 feet; thence South 89°22'05" West, 100.00 feet to the West line of said parcel; thence North 00°54'50" West, along said West line, 5.00 feet; thence North 89°22'05" East, 100.00 feet to the POINT OF BEGINNING. Said parcel containing 500.00 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 AmmermannDate: 2024.02.26  
20:04:41 -05'00'

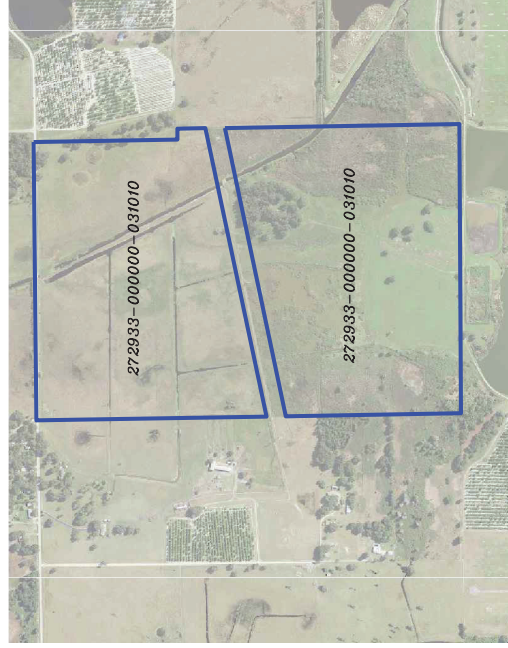
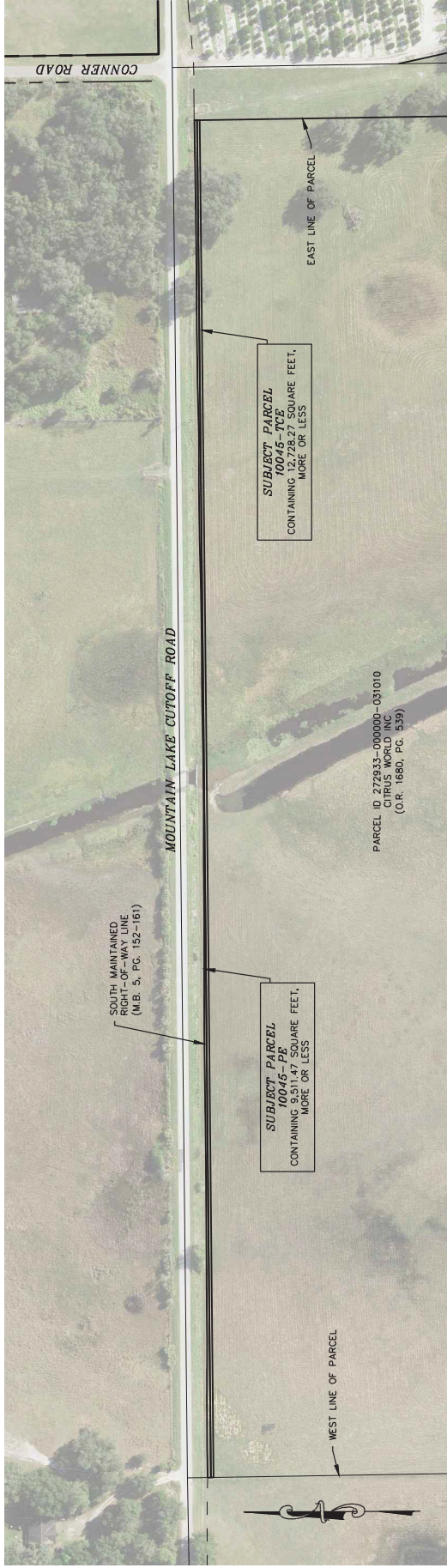
JEFFREY P. AMMERMAN, P.S.M.  
FLORIDA REGISTRATION PSM 7388  
JAMMERMANN@CHASTAINSKILLMAN.COM  
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE  
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE  
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

**SHEET 1 OF 1****CS PROJECT: 8825.03****10044-TCE****SHEET NO. V-01**

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

**DRAWN BY: S. CHILDS****FIELD BOOK: — PAGE: —****DATE: 02/26/2024**

EXHIBIT



GRAPHIC SCALE



( IN FEET )  
1 inch = 200 feet

PRWC

CITRUS WORLD INC EXHIBIT



CHASTAIN-SKILLMAN  
205 EAST ORANGE STREET  
LAKELAND, FL 33801-4811  
(883) 645-1422

C.S. No. 201  
© 2013 CHASTAIN-SKILLMAN

CS PROJECT NUMBER: 8825.03	FIELD BY:	PARCEL NUMBER: 10045	SHEET NUMBER: V-01
	DATE: 02/26/2024		
	FIELD BOOK & PAGE: 000 000 000		

DESCRIPTION  
10045-TCE

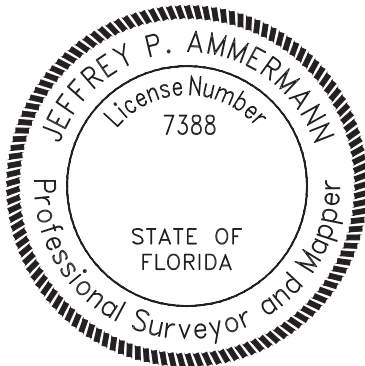
DESCRIPTION:

A parcel of land being a portion of the parcel described in Official Records Book 1680, Pages 539 through 540, Public Records of Polk County, Florida, located in Section 33, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 said Section 33; thence South 00°55'52" East, along the West line of said parcel and the West line of said Northwest 1/4, a distance of 38.10 feet to the intersection with the South maintained right-of-way line of Mountain Lake Cutoff Road as depicted in Map Book 5, Pages 152 through 161, Public Records of Polk County, Florida; thence continue South 00°55'52" East, along said West line, 6.32 feet to the POINT OF BEGINNING; thence North 89°26'22" East, 1,431.38 feet; thence North 89°22'05" East, 1,114.27 feet to the East line of said parcel; thence South 00°54'50" East, along said East line, 5.00 feet; thence South 89°22'05" West, 1,114.30 feet; thence South 89°26'22" West, 1,431.36 feet to the intersection with said West line of parcel; thence North 00°55'52" West, along said West line, 5.00 feet to the POINT OF BEGINNING. Said parcel containing 12,728.27 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: 2024.02.26  
20:43:46 -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  
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**SHEET 1 OF 3**  
SEE SHEET 2 AND 3 FOR  
DESCRIPTION SKETCH, LEGEND,  
AND SURVEYOR'S NOTES

**CS PROJECT: 8825.03**

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

**10045-TCE**

**DRAWN BY: S. CHILDS**

**FIELD BOOK: — PAGE: —**

**DATE: 02/26/2024**

**SHEET NO. V-01**

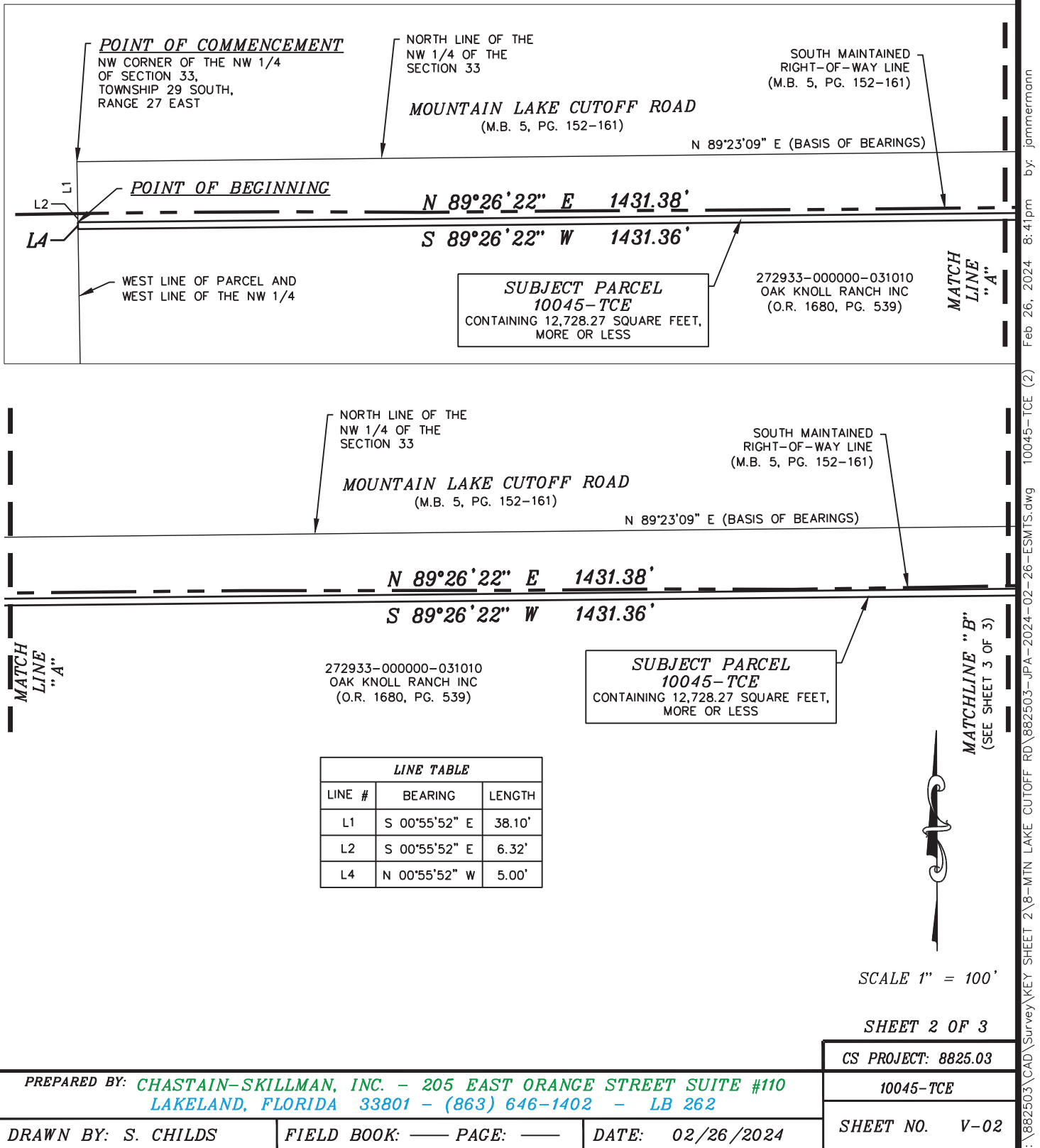
5: \\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-JPA-2024-02-26-ESM\FS.dwg 10045-TCE Feb 26, 2024 8:41pm by: jammermann

**LEGEND:**

P.B. = PLAT BOOK  
PG. = PAGE(S)  
O.R. = OFFICIAL RECORDS BOOK  
M.B. = MAP BOOK  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT

**DESCRIPTION SKETCH****10045-TCE****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northwest 1/4 of Section 33, Township 29 South, Range 27 East, Polk County, Florida, being North 89°23'09" East.
- 3) See sheet 1 of 3 for description, certification, surveyor's signature and seal.



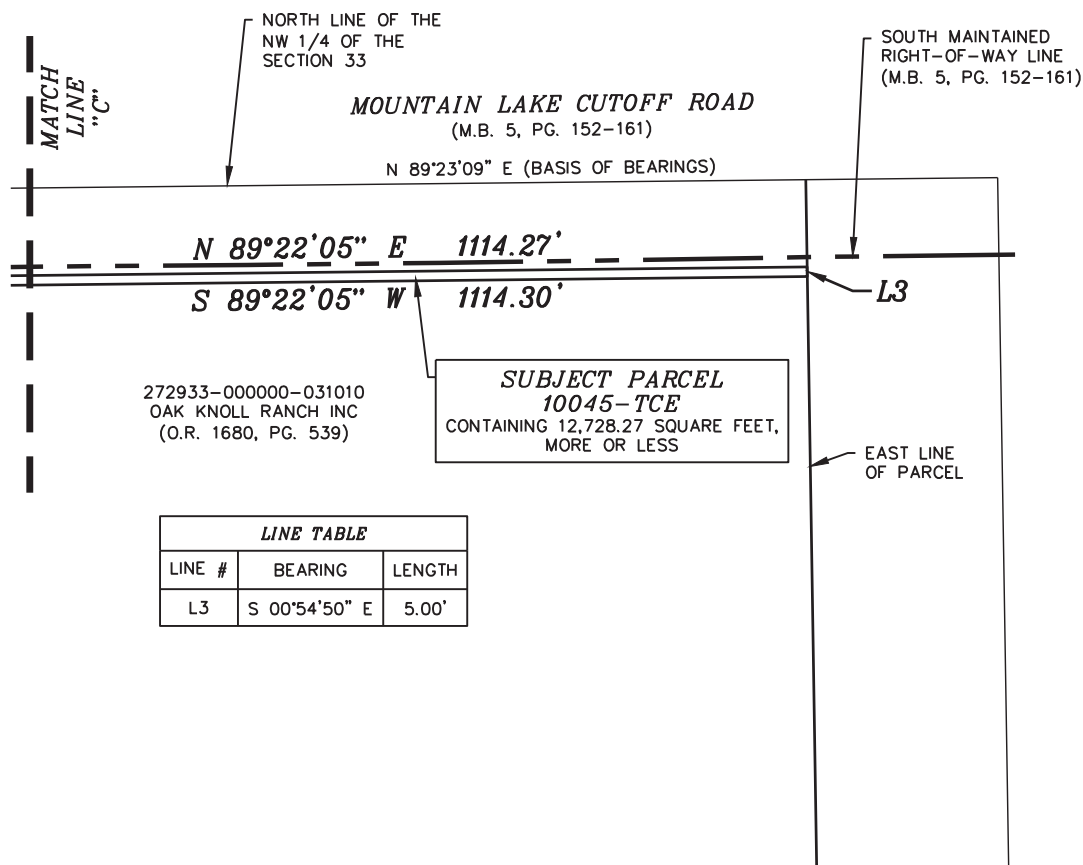
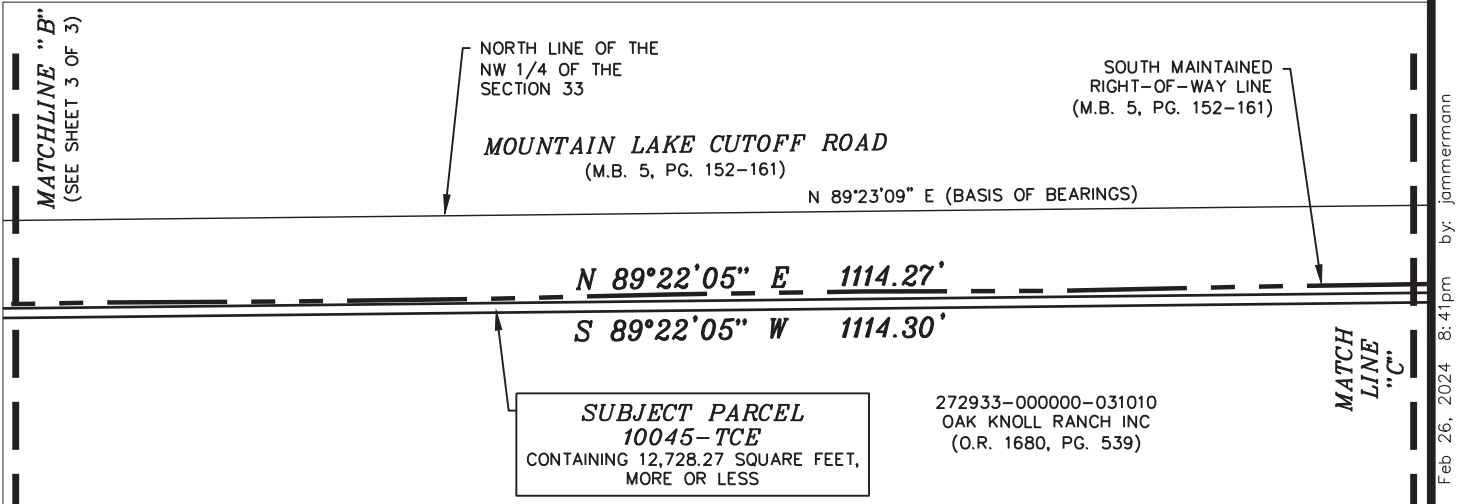
Feb 26, 2024 8:41pm by: jammermann 10045-TCE (2) 10045-TCE.dwg 2\8-MTN LAKE CUTOFF RD\882503-JPA-2024-02-26-ESM\T.S.dwg

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- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northwest 1/4 of Section 33, Township 29 South, Range 27 East, Polk County, Florida, being North 89°23'09" East.
- 3) See sheet 1 of 3 for description, certification, surveyor's signature and seal.



CS PROJECT: 8825.03

10045-TCE

SHEET NO. V-03

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/26/2024

by: jammermann  
Feb 26, 2024 8:41pm

10045-TCE (3)

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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.

## Polk Regional Water Cooperative

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Agenda Item H.7.3/20/2024

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**SUBJECT**

Adopt Resolution 2024-11 to Confirm PRWC's Intentions to Use State Lands for the Southeast Wellfield Project (Action)

**DESCRIPTION**

As part of the ongoing effort to acquire easements for the Southeast Wellfield Transmission Main (SETM), staff and consultants are working with state agencies to gain access to state lands that will be impacted by the transmission main. In order to secure permanent and temporary construction easements for the parcels in question, PRWC must submit an Application for the Use of State-Owned Uplands. The application package must be accompanied by two documents: a written statement from the managing agency approving the proposed action and a formal resolution adopted by the Board requesting the proposed easement.

The Florida Fish and Wildlife Conservation Commission (FWC) has provided staff with a letter of consent for the proposed use, meeting the first requirement for the application. This agenda item presents the second requirement: a resolution that will meet the requirements of the application. If approved, the application will be submitted and staff will engage with appropriate state departments to negotiate the terms of the easement agreement, will determine easement costs, and will present a final action for acquisition of the easement(s) to this Board for final approval.

**RECOMMENDATION**

Adopt Resolution 2024-11 finding it necessary, practical and in the best interest of the PRWC to acquire such easements that are necessary for construction, operation, and maintenance of the transmission line.

**FISCAL IMPACT**

No fiscal impact. A future board action will involve the approval of an easement agreement and associated costs.

**CONTACT INFORMATION**

Ed de la Parte

Eric DeHaven

## **POLK REGIONAL WATER COOPERATIVE**

### **Resolution 2024-11**

#### **RESOLUTION REQUESTING EASEMENT ACROSS STATE LANDS AND/OR USE AGREEMENTS FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF A 24-INCH POTABLE WATER TRANSMISSION LINE**

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**, groundwater from the Upper Floridan aquifer in central Florida, which includes all of Orange, Osceola, Polk and Seminole Counties and southern Lake County, is the primary source of water supply for public, agricultural, commercial and industrial water users; and

**WHEREAS**, in 2011 the Florida Department of Environmental Protection, the South Florida Water Management District, the St. Johns River Water Management District, the Southwest Florida Water Management District, the Florida Department of Agriculture and Consumer Services, public water supply utilities and other stakeholders commenced the Central Florida Water Initiative (“CFWI”), a collaborative process to determine the sustainable yield of the Upper Floridan aquifer in central Florida and to identify strategies for supplying all existing and future reasonable beneficial uses without harming the natural resources; and

**WHEREAS**, the CFWI process concluded that the Upper Floridan aquifer alone could not meet future water demands or currently permitted allocations without resulting in unacceptable harm to water resources and related natural systems; and

**WHEREAS**, in June 2021 pursuant to Section 373.0465, Florida Statutes, the Florida Department of Environmental Protection adopted uniform rules for application within central Florida, which among other things would restrict an applicant’s or permittee’s withdrawal from the Upper Floridan aquifer to an amount no greater than its demonstrated 2025 demand and requiring the development of Alternative Water Supplies (“AWS”) to meet demands above this limit; and

**WHEREAS**, in anticipation of the CFWI rules, Polk County and 15 municipalities within Polk County created the Cooperative as an independent special district 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 (the “Interlocal Agreement”) for the purpose of developing AWS projects to meet the future potable water needs of the citizens of Polk County above and beyond the Demonstrated 2025 Demand of the Cooperative’s founding member governments; and

**WHEREAS**, during the next several years following its creation, the Cooperative and its member governments evaluated over 200 potential AWS projects for the purpose of identifying the most cost-effective projects capable of meeting the potable water needs of the citizens of Polk County and at the end of that process two projects were selected for implementation; and

**WHEREAS**, one of the two projects selected for implementation is the Southeast Wellfield Project, which consists of the Southeast Lower Floridan Aquifer Water Production Facility (“SELFA WPF”) and the Southeast Transmission Main (“SETM”); and

**WHEREAS**, the Southeast Wellfield Project has received a 40-year consumptive use permit authorizing the withdrawal and use of 30 million gallons a day of water from the Lower Floridan aquifer; 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 SELFA WPF and the SETM to supply the participating member governments 15.15 million gallons a day of potable water by 2045 (the “Implementation Agreement”); and

**WHEREAS**, the Cooperative is currently completing planning for and is ready to proceed with construction of 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**, selection of the most reasonable and practical routes for the SELFA WPF raw water transmission line and SETM finished water transmission line involved extensive coordination with the Cooperative’s project participants, a detailed technical evaluation and a public outreach; and

**WHEREAS**, the route of the SETM was evaluated based on the following main factors:

- A. Alternative routes, the location of the raw water production wells and the final delivery points for the member systems.
- B. Environmental factors such as avoidance of wetlands and endangered and threatened species.
- C. Costs of the pipeline, including cost and constructability of the route.
- D. Long range planning for the area, including location of future production wells and land use changes.

E. Safety and accessibility of the pipeline.

**WHEREAS**, alignment of the SELFA WPF raw water transmission line is mostly dictated by the permitted location of the raw production wells identified in the existing consumptive use permit, which at the time the permit was issued, took into account environmental, cost, long range planning and safety and accessibility factors; and

**WHEREAS**, based on this evaluation, the preferred SELFA WPF raw water transmission line route was selected and is depicted in **Exhibit “A.”**

**WHEREAS**, the alignment of the SETM finished water pipeline involved an intensive effort using geographic information system mapping and other digital resources to consider several possible alignments, generally along roadways to the extent possible to minimize impact to property and to allow for a continuous path from the water treatment plant to the member government’s point of connection; and

**WHEREAS**, for each of the possible alignments, desktop and field investigations were conducted and then individual segments were assigned a score between 1 and 4 representing the most preferred to the least preferred; and

**WHEREAS**, once the initial scoring was complete, route segment options were eliminated for such factors as increased cost, significant disruption to residential and commercial areas, extensive environmental, historical or archeological impacts and safety concerns with high traffic areas; and

**WHEREAS**, based on this evaluation, the preferred SETM finished water pipeline route was selected and is depicted in **Exhibit “B;”** and

**WHEREAS**, public workshops were held on February 27, 2023 at the Town of Lake Hamilton Town Council Room and on February 28, 2023 at the Florida Department of Transportation District One Conference Center in Bartow, Florida for the purpose of presenting the preferred routes and to solicit public comments and the public comments have been considered by the Cooperative Board of Directors; and

**WHEREAS**, a segment of the preferred SETM finished water pipeline will cross up to 1.3 acres of state-owned uplands located in Polk County at Property Appraiser’s Parcel ID Numbers: 27-29-34-000000-01310 & 011020 in Section 34, Township 29 South and Range 27 East as depicted in **Exhibit “C”** (the “Project Lands”); and

**WHEREAS**, a legal description and sketch of the requested non-exclusive permanent easement across the Project Lands is set forth in **Exhibit “D;”** and

**WHEREAS**, a legal description and sketch of the requested non-exclusive temporary construction easement across the Project Lands is set forth in **Exhibit “E;”** and

**WHEREAS**, the Cooperative is requesting the Board of Trustees of the Internal Improvement Trust Fund to approve permanent and temporary easements to construct, operate and maintain a 24-inch potable water transmission across the Project Lands, along with any necessary Use Agreement pursuant to Chapter 18-2, Florida Administrative Code; and

**WHEREAS**, the construction of the SETM finished water pipeline across the Project Lands constitutes a valid public purpose of the Cooperative in carrying out its charge under Chapter 189, Section 163.01, Section 373.713, the Interlocal Agreement and the Implementation Agreement to develop an AWS project to meet the existing and future potable water needs of the citizens of Polk County; and

**WHEREAS**, the Cooperative Board, after proper consideration, makes the following findings regarding the alignments depicted in **Exhibits “A” and “B”** in general and SETM segment crossing the Project Lands depicted in **Exhibits “C,” “D” and “E”**, in particular:

A. ALTERNATIVE ROUTES: The Cooperative Board considered various alignments, costs thereof, and projected improvements before approving an alignment for the SELFA WPF raw water transmission line and the SETM finished water pipeline as the “best fit” alignments for the proposed transmission mains.

B. ENVIRONMENTAL FACTORS: Necessary permits are expected to be approved or have been approved by the permitting agencies. The projects have been designed to minimize adverse impacts to environment and historical and archaeological resources and it is anticipated that no adverse environmental impacts will result from these projects.

C. COSTS: The cost of all alternative routes were considered. The preferred alignment for the SELFA WPF raw water transmission line and the SETM finished water pipeline are cost effective within the required design criteria.

D. LONG RANGE PLANNING: The project is consistent with the CFWI Regional Water Supply Plan, the Cooperative’s water supply plan and is part of a program previously adopted by the Cooperative for meeting the long-term potable water demands of the citizens of Polk County.

E. SAFETY CONSIDERATIONS: The routes were selected to parallel existing roads whenever possible and minimize significant interference with residential and commercial property. The identified route will provide sufficient area to construct the proposed transmission lines.

F. PUBLIC INTEREST: The granting of permanent and temporary easements and the approval of any necessary use agreements across the

Project Lands is not contrary to the public interest, as set forth in Rule 18-2.018(1), Florida Administrative Code, as follows:

1. All direct and indirect impacts related to the proposed activity on the State Lands are de minimis and/or will be mitigated; and
2. After construction is complete, the Project lands can be utilized for their intended purpose, as a fire break; and
3. Conservation, general environmental and natural concerns, wetlands values and cultural values, fish and wildlife values, flood hazards, floodplain values, land use, recreation and aesthetics will benefit from the requested use of the Project lands as the SETM is a critical component of an AWS project needed to reduce and limit harmful groundwater withdrawals from the Upper Floridan aquifer within the CFWI area, as specified in Section 373.0465, Florida Statutes; and
4. Economics justify the use of the Project Lands as outlined herein; and
5. Public health and safety will not be jeopardized by the requested use of the Project Lands, as the pipeline will be buried underground and public access will be restricted; and
6. The public has an acute needs for the requested use of the Project Lands as the SETM is a critical component of providing AWS water from the SELFA WPF in order to provide for the public's existing and potable water needs; and
7. Reasonable alternative routes and locations and methods were in order to the objectives of the CFWI and provide for the future potable water needs of the public and as detailed herein, the selected route of the SETM and the requested use of the Project Lands was deemed to be the superior alternative; and
8. The requested use of the Project Lands will not cause potential detrimental effects on the public uses to which the Project Lands are otherwise suited nor will there be any detrimental effects on cultural, scenic and recreational values and the needs and welfare of the people.

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

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

Section 2. The Cooperative requests the Board of Trustees of the internal Improvement Trust Fund approve permanent and temporary easements to construct, operate and maintain a 24-inch potable water transmission across the Project Lands, along with any necessary Use Agreement pursuant to Chapter 18-2, Florida Administrative Code, as set forth in greater detail in **Exhibits "C," "D" and "E."**

Section 3. It is the judgment of the Cooperative that the construction of the SEFLA WPF raw water transmission line as depicted in **Exhibit "A"** and the SETM finished water pipeline as depicted in **Exhibit "B"** is 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.

Section 4. The Cooperative finds that the requested use of the Project Lands, as depicted in **Exhibits "C," "D" and "E"** is not contrary to the public interest, as set forth in Rule 18-2.018(1), Florida Administrative Code.

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 March 2024

Southeast Wellfield Project Board of the Polk Regional Water Cooperative:

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Chair

---

Secretary/Treasurer

Approved as to Form:

---

Edward P. de la Parte  
Legal Counsel

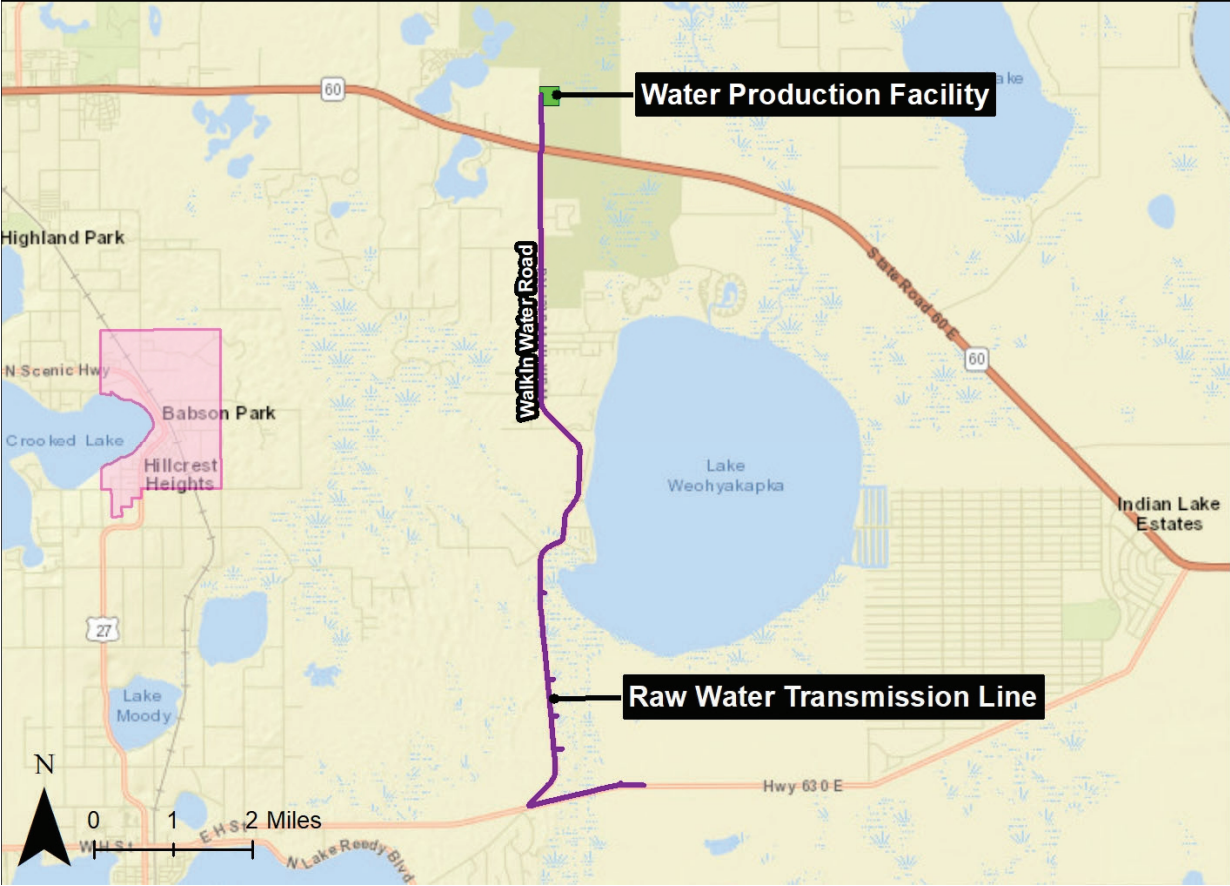
## **EXHIBIT A**

### **SELFA WPF Raw Water Transmission Line Route**

[See Attached 1 Page]

**Exhibit A**

**SELF A WPF Raw Water Line Route**



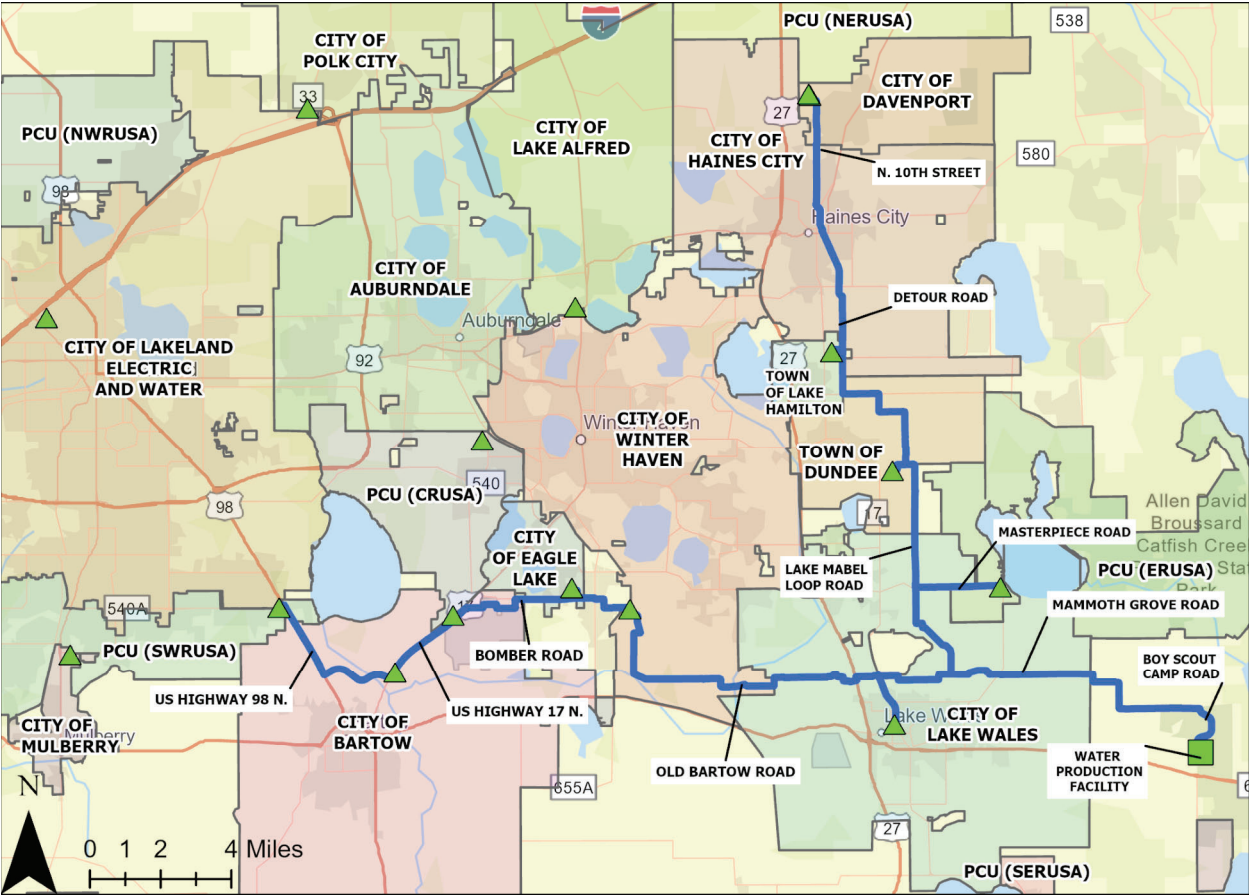
## **EXHIBIT B**

### **SETM Finished Water Pipeline Route**

[See Attached 1 Page]

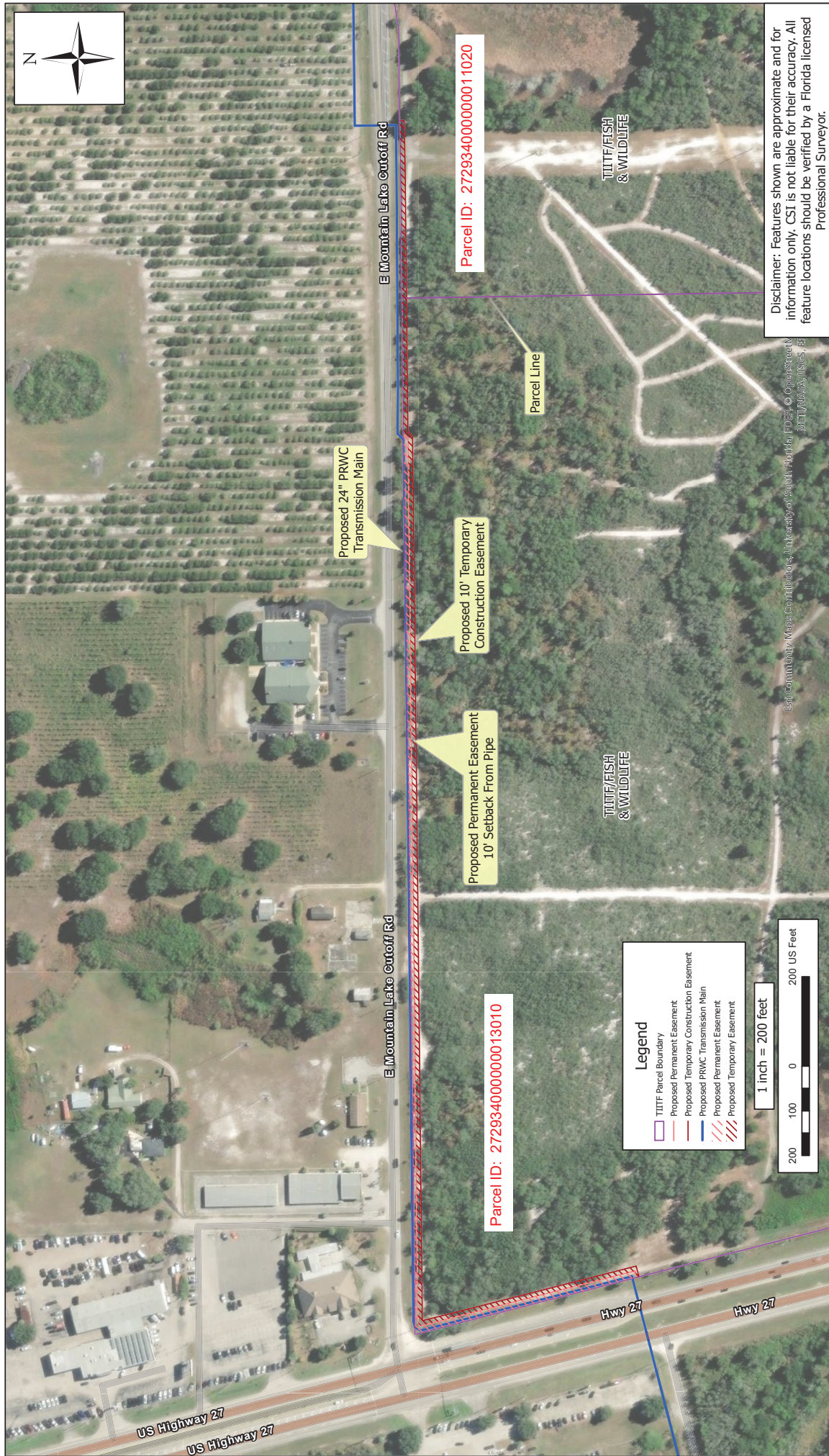
Exhibit B

SETM Finished Water Pipeline Route



**EXHIBIT C**  
**Map of Project Lands**

[See Attached 1 Page]



**Polk Regional Water Cooperative  
Lake Wales, Florida**

**Use of State Owned Uplands  
Proposed Temporary and Permanent Easements**

DRAFTED BY: MOS (August 17, 2023)

CSI PROJ. NO. 8825.03

Easement Figure

## **EXHIBIT D**

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

[See Attached 5 Pages]

EXHIBIT



CS PROJECT NUMBER 8825.03		FIELD BY:		GRAPHIC SCALE		PRWC	CHASTAIN-SKILLMAN 	CHASTAIN-SKILLMAN 205 EAST ORANGE STREET LAKELAND, FL 33801-4811 (883) 645-1402 © 2023 CHASTAIN-SKILLMAN C.S. No. 201	TITF/FISH & WILDLIFE EXHIBIT	1 inch = 200 feet ( IN FEET )	FIELD BOOK & PAGE 000 000 000	SHEET NUMBER: V-01
PARCEL NUMBER: 10047		DATE: 02/29/2024		0 100 200 400								

DESCRIPTION  
10047-PE

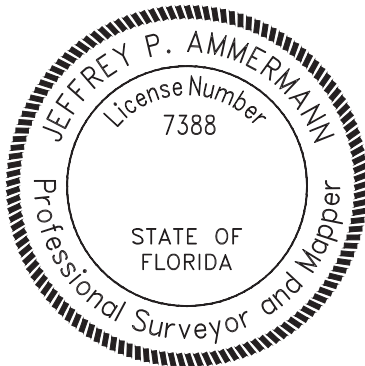
DESCRIPTION:

A parcel of land being a portion of "Parcel One" as described in Official Records Book 5584, Pages 1080 through 1083, Public Records of Polk County, Florida, located in Section 34, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 said Section 34; thence South 00°40'58" East, along the East line of said Northwest 1/4, a distance of 47.74 feet to the intersection with the South maintained right-of-way line of Mountain Lake Cutoff Road as depicted in Map Book 2, Page 106, Public Records of Polk County, Florida, also being the POINT OF BEGINNING; thence along said South maintained right-of-way line the following eleven (11) courses; thence (1) North 89°29'27" East, 21.33 feet; thence (2) North 89°08'49" East, 100.00 feet; thence (3) North 89°26'01" East, 100.00 feet; thence (4) North 88°48'12" East, 100.00 feet; thence (5) North 89°12'16" East, 100.00 feet; thence (6) North 89°15'42" East, 100.00 feet; thence (7) North 89°19'08" East, 100.00 feet; thence (8) North 89°12'16" East, 100.00 feet; thence (9) North 89°29'27" East, 100.00 feet; thence (10) North 88°51'38" East, 100.00 feet; thence (11) North 89°19'08" East, 96.97 feet; thence South 45°00'00" West, 13.17 feet; thence South 89°19'02" West, 1,008.87 feet to the intersection with the East line of the Northwest 1/4 of said Section 34, said intersection point being South 00°40'58" East, 7.29 feet from the Point of Beginning; thence continue South 89°19'02" West, 969.61 feet; thence South 37°28'38" West, 12.36 feet; thence South 14°21'40" East, 490.94 feet; thence South 75°38'20" West, 15.00 feet to the intersection with the Easterly right-of-way line of US Highway 27 (State Road 25) as depicted on the Florida Department of Transportation Section Map 1618-202; thence North 14°21'40" West, along said Easterly right-of-way line, 519.00 feet to the intersection with the South right-of-way line of Mountain Lake Cutoff Road as described in Official Records Book 43, Pages 203 through 204, Public Records of Polk County, Florida; thence North 89°18'56" East, along said South right-of-way line, 119.78 feet to the intersection with said South maintained right-of-way line of Mountain Lake Cutoff Road; thence along said South right-of-way line the following ten (10) courses; thence (1) South 00°40'52" East, 6.45 feet; thence (2) North 89°36'19" East, 100.00 feet; thence (3) North 89°01'57" East, 100.00 feet; thence (4) North 89°53'31" East, 100.00 feet; thence (5) North 88°55'04" East, 100.00 feet; thence (6) North 89°01'57" East, 100.00 feet; thence (7) North 89°26'01" East, 100.00 feet; thence (8) North 89°29'27" East, 100.00 feet; thence (9) North 89°08'49" East, 100.00 feet; thence (10) North 89°29'27" East, 78.67 feet to the POINT OF BEGINNING. Said parcel containing 24,059.42 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: 2024.02.28  
11:25:21 -05'00'

JEFFREY P. AMMERMAN, 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  
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**SHEET 1 OF 4**  
SEE SHEETS 2 THROUGH 4 FOR  
DESCRIPTION SKETCH, LEGEND,  
AND SURVEYOR'S NOTES

**CS PROJECT: 8825.03**

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

**10047-PE**

**DRAWN BY:** S. CHILDS

**FIELD BOOK:** — **PAGE:** —

**DATE:** 02/28/2024

**SHEET NO. V-01**

5: \\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-JPA-2024-02-28-ESM\FS.dwg 10047-PE Feb 28, 2024 10:41am by: jammermann

**LEGEND:**

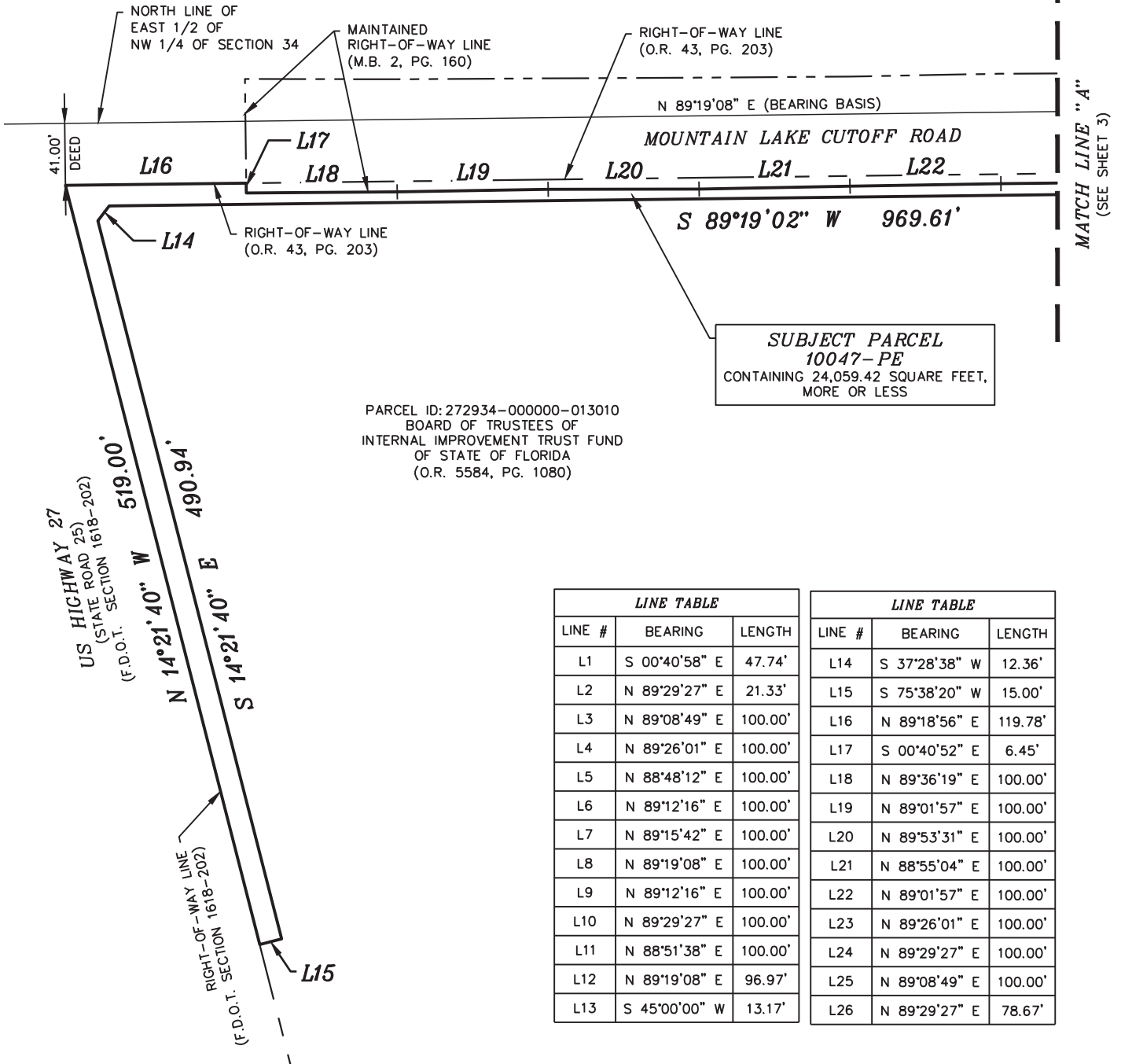
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ID = IDENTIFICATION  
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION

**DESCRIPTION SKETCH**  
**10047-PE**

SCALE 1" = 100'

**NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northeast 1/4 of Section 34, Township 29 South, Range 27 East, Polk County, Florida, being North 89°19'08" East.
- 3) See sheet 1 of 4 for description, certification, and surveyor's signature and seal.



SHEET 2 OF 4

CS PROJECT: 8825.03

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

10047-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

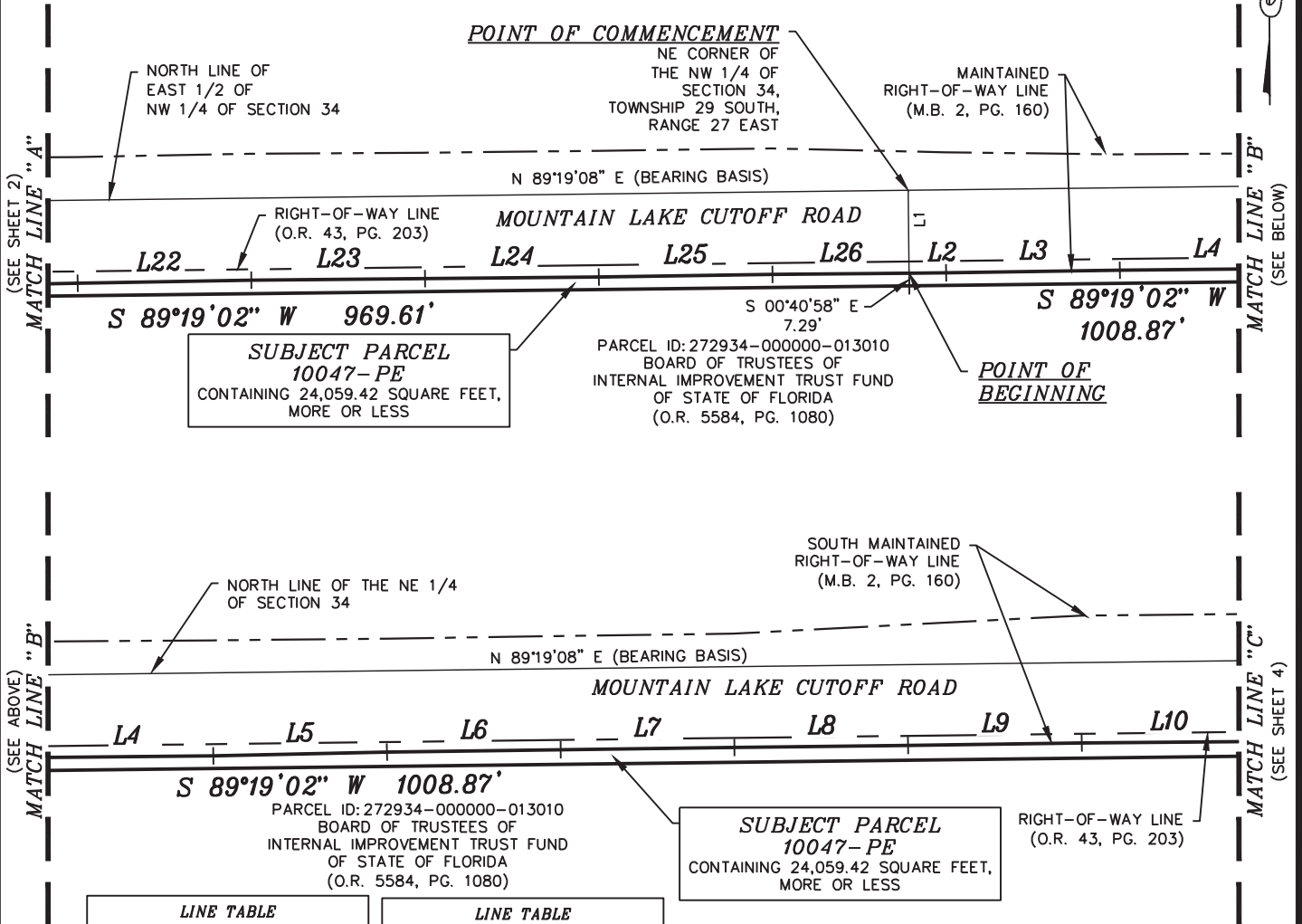
DATE: 02/28/2024

SHEET NO. V-02

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-JPA-2024-02-28-ESM\TS.dwg 10047-PE (2) Feb 28, 2024 10:41am by: jammermann

# DESCRIPTION SKETCH 10047-PE

SCALE 1" = 100'



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°40'58" E	47.74'
L2	N 89°29'27" E	21.33'
L3	N 89°08'49" E	100.00'
L4	N 89°26'01" E	100.00'
L5	N 88°48'12" E	100.00'
L6	N 89°12'16" E	100.00'
L7	N 89°15'42" E	100.00'
L8	N 89°19'08" E	100.00'
L9	N 89°12'16" E	100.00'
L10	N 89°29'27" E	100.00'
L11	N 88°51'38" E	100.00'
L12	N 89°19'08" E	96.97'
L13	S 45°00'00" W	13.17'

LINE TABLE		
LINE #	BEARING	LENGTH
L14	S 37°28'38" W	12.36'
L15	S 75°38'20" W	15.00'
L16	N 89°18'56" E	119.78'
L17	S 00°40'52" E	6.45'
L18	N 89°36'19" E	100.00'
L19	N 89°01'57" E	100.00'
L20	N 89°53'31" E	100.00'
L21	N 88°55'04" E	100.00'
L22	N 89°01'57" E	100.00'
L23	N 89°26'01" E	100.00'
L24	N 89°29'27" E	100.00'
L25	N 89°08'49" E	100.00'
L26	N 89°29'27" E	78.67'

SHEET 3 OF 4

CS PROJECT: 8825.03

10047-PE

SHEET NO. V-03

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/28/2024

**LEGEND:**

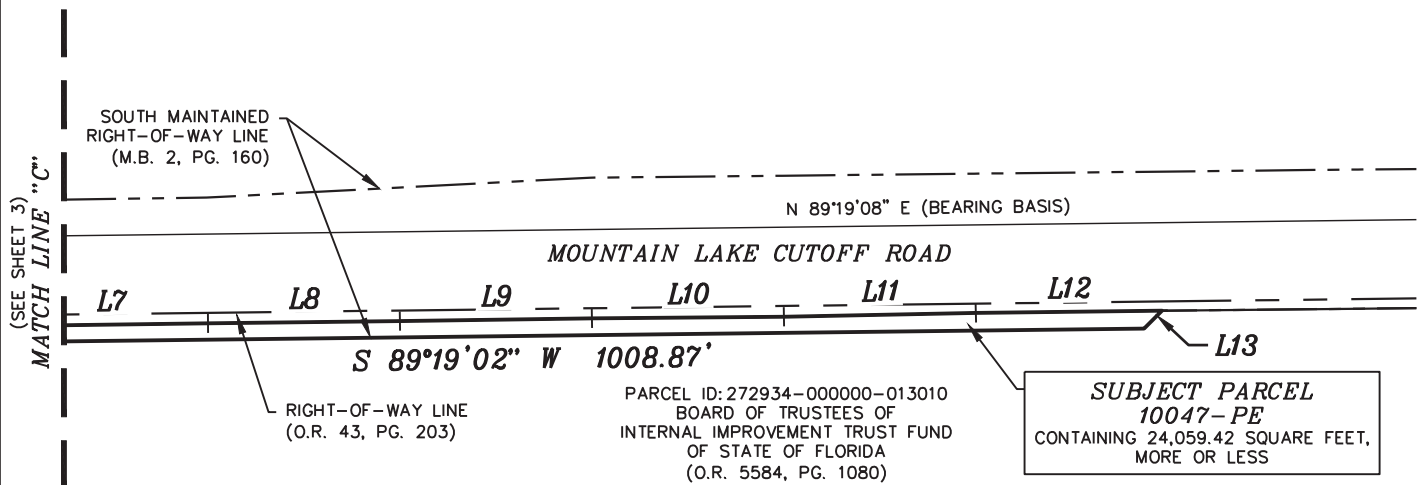
P.B. = PLAT BOOK  
PG. = PAGE(S)  
O.R. = OFFICIAL RECORDS BOOK  
M.B. = MAP BOOK  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT  
ID = IDENTIFICATION  
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION

**DESCRIPTION SKETCH**  
**10047-PE**

SCALE 1" = 100'

**NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northeast 1/4 of Section 34, Township 29 South, Range 27 East, Polk County, Florida, being North 89°19'08" East.
- 3) See sheet 1 of 4 for description, certification, and surveyor's signature and seal.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°40'58" E	47.74'
L2	N 89°29'27" E	21.33'
L3	N 89°08'49" E	100.00'
L4	N 89°26'01" E	100.00'
L5	N 88°48'12" E	100.00'
L6	N 89°12'16" E	100.00'
L7	N 89°15'42" E	100.00'
L8	N 89°19'08" E	100.00'
L9	N 89°12'16" E	100.00'
L10	N 89°29'27" E	100.00'
L11	N 88°51'38" E	100.00'
L12	N 89°19'08" E	96.97'
L13	S 45°00'00" W	13.17'

LINE TABLE		
LINE #	BEARING	LENGTH
L14	S 37°28'38" W	12.36'
L15	S 75°38'20" W	15.00'
L16	N 89°18'56" E	119.78'
L17	S 00°40'52" E	6.45'
L18	N 89°36'19" E	100.00'
L19	N 89°01'57" E	100.00'
L20	N 89°53'31" E	100.00'
L21	N 88°55'04" E	100.00'
L22	N 89°01'57" E	100.00'
L23	N 89°26'01" E	100.00'
L24	N 89°29'27" E	100.00'
L25	N 89°08'49" E	100.00'
L26	N 89°29'27" E	78.67'

SHEET 4 OF 4

CS PROJECT: 8825.03

10047-PE

SHEET NO. V-04

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/28/2024

p: \\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-JPA-2024-02-28-ESM\TS.dwg 10047-PE (4) Feb 28, 2024 10:41am by: jammermann

## **EXHIBIT E**

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

[See Attached 8 Pages]



DESCRIPTION  
10046-TCE

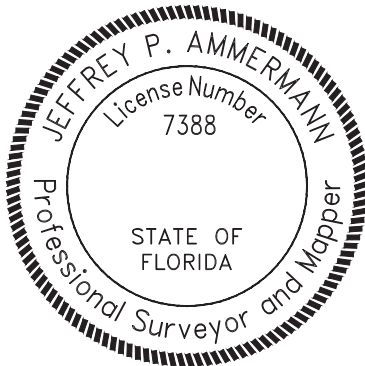
DESCRIPTION:

A parcel of land being a portion of "Parcel One" as described in Official Records Book 5584, Pages 1080 through 1083, Public Records of Polk County, Florida, located in Section 34, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 34; thence South 00°00'00" East, along the West line of said Northeast 1/4 of the Northeast 1/4 of Section 34, 46.00 feet to the intersection with the South maintained right-of-way line of Mountain Lake Cutoff Road as depicted in Map Book 2, Page 106, Public Records of Polk County, Florida and the POINT OF BEGINNING; thence along said South maintained right-of-way line the following five (5) courses; thence (1) North 89°19'08" East, 1.03 feet; thence (2) North 89°36'19" East, 100.00 feet; thence (3) North 89°19'08" East, 100.00 feet; thence (4) North 89°19'08" East, 100.00 feet; thence (5) North 88°44'46" East, 96.77 feet; thence South 00°40'52" East, 10.00 feet; thence South 89°15'06" West, 397.91 feet to said West line the Northeast 1/4 of the Northeast 1/4 of Section 34; thence North 00°00'00" East, along said West line, 10.00 feet to the POINT OF BEGINNING. Said parcel containing 3,758.92 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: 2024.02.28  
12:10:38 -05'00'

JEFFREY P. AMMERMAN, 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, INC. - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

**10046-TCE**

**DRAWN BY:** S. CHILDS

**FIELD BOOK:** — **PAGE:** —

**DATE:** 02/28/2024

**SHEET NO. V-01**

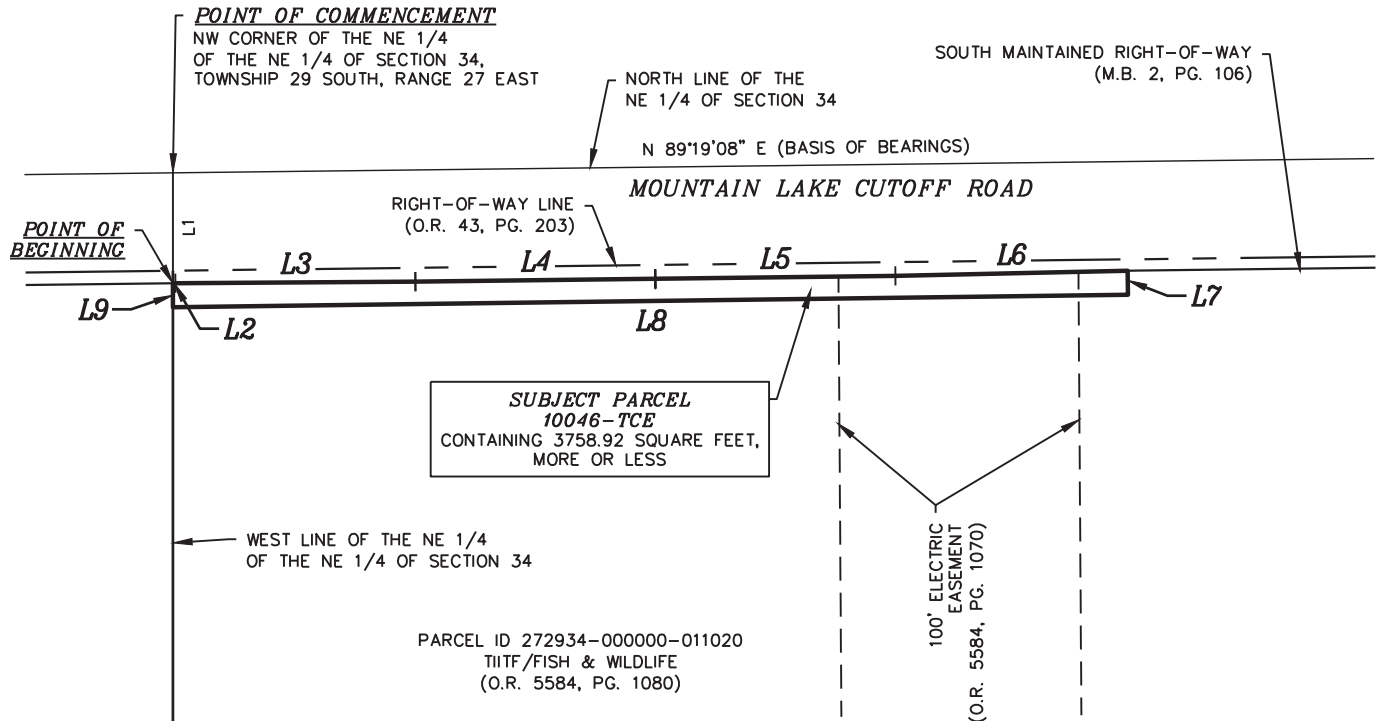
5: \\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-JPA-2024-02-28-ESM\TS.dwg 10046-TCE Feb 28, 2024 12:07pm by: jammermann

**LEGEND:**

P.B. = PLAT BOOK  
PG. = PAGE(S)  
O.R. = OFFICIAL RECORDS BOOK  
M.B. = MAP BOOK  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT

**DESCRIPTION SKETCH****10046-TCE****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northeast 1/4 of Section 34, Township 29 South, Range 27 East, Polk County, Florida, being North 89°19'08" East.
- 3) See sheet 1 of 2 for description, certification, and surveyor's signature and seal.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°00'00" E	46.00'
L2	N 89°19'08" E	1.03'
L3	N 89°36'19" E	100.00'
L4	N 89°19'08" E	100.00'
L5	N 89°19'08" E	100.00'
L6	N 88°44'46" E	96.77'
L7	S 00°40'52" E	10.00'
L8	S 89°15'06" W	397.91'
L9	N 00°00'00" E	10.00'



SCALE 1" = 80'

SHEET 2 OF 2

CS PROJECT: 8825.03

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

**10046-TCE**

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/28/2024

SHEET NO. V-02

p: \\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-JPA-2024-02-28-ESM\T.S.dwg 10046-TCE (2) Feb 28, 2024 12:07pm by: jammermann



*DESCRIPTION*  
*10047-TCE*

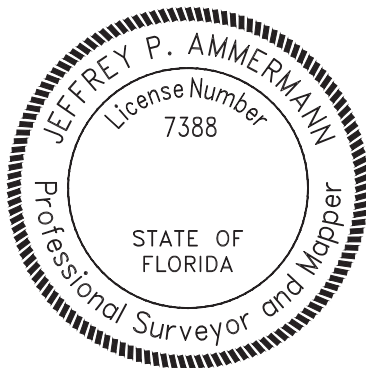
**DESCRIPTION:**

A parcel of land being a portion of "Parcel One" as described in Official Records Book 5584, Pages 1080 through 1083, Public Records of Polk County, Florida, located in Section 34, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 said Section 34; thence South 00°40'58" East, along the East line of said Northwest 1/4; a distance of 47.74 feet to the intersection with the South maintained right-of-way line of Mountain Lake Cutoff Road as depicted in Map Book 2, Page 106, Public Records of Polk County, Florida; thence continue South 00°40'58" East, along said East line, 7.29 feet to the POINT OF BEGINNING; thence North 89°19'02" East, 1,008.87 feet; thence North 45°00'00" East, 13.17 feet to the intersection of said South maintained right-of-way line of Mountain Lake Cutoff Road; thence along said South maintained right-of-way line the following four (4) courses; thence (1) North 89°19'08" East, 3.03 feet; thence (2) North 89°26'01" East, 100.00 feet; thence (3) North 89°19'08" East, 100.00 feet; thence (4) North 89°19'08" East, 98.97 feet to the East line of the Northwest 1/4 of the Northeast 1/4 of said Section 34; thence South 00°00'00" East, along said East line, 10.00 feet; thence South 89°19'08" West, 298.03 feet; thence South 45°00'00" West, 12.88 feet; thence South 89°19'02" West, 1979.81 feet; thence South 14°21'40" East, 493.22 feet; thence South 75°38'20" West, 25.00 feet to the intersection with the Easterly right-of-way line of US Highway 27 (State Road 25) as depicted on the Florida Department of Transportation Section Map 1618-202; thence North 14°21'40" West, along said Easterly right-of-way line, 5.00 feet; thence North 75°38'20" East, 15.00 feet; thence North 14°21'40" West, 490.94 feet; thence North 37°28'38" East, 12.36 feet; thence North 89°19'02" East, 969.61 feet to the POINT OF BEGINNING. Said parcel containing 28,004.24 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, 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  
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**SHEET 1 OF 4**  
SEE SHEETS 2 THROUGH 4 FOR  
DESCRIPTION SKETCH, LEGEND,  
AND SURVEYOR'S NOTES

**CS PROJECT: 8825.03**

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

**10047-TCE**

**DRAWN BY:** S. CHILDS

**FIELD BOOK:** — **PAGE:** —

**DATE:** 02/28/2024

**SHEET NO. V-01**

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-JPA-2024-02-28-ESM\TS.dwg 10047-TCE Feb 28, 2024 11:27am by: jammermann

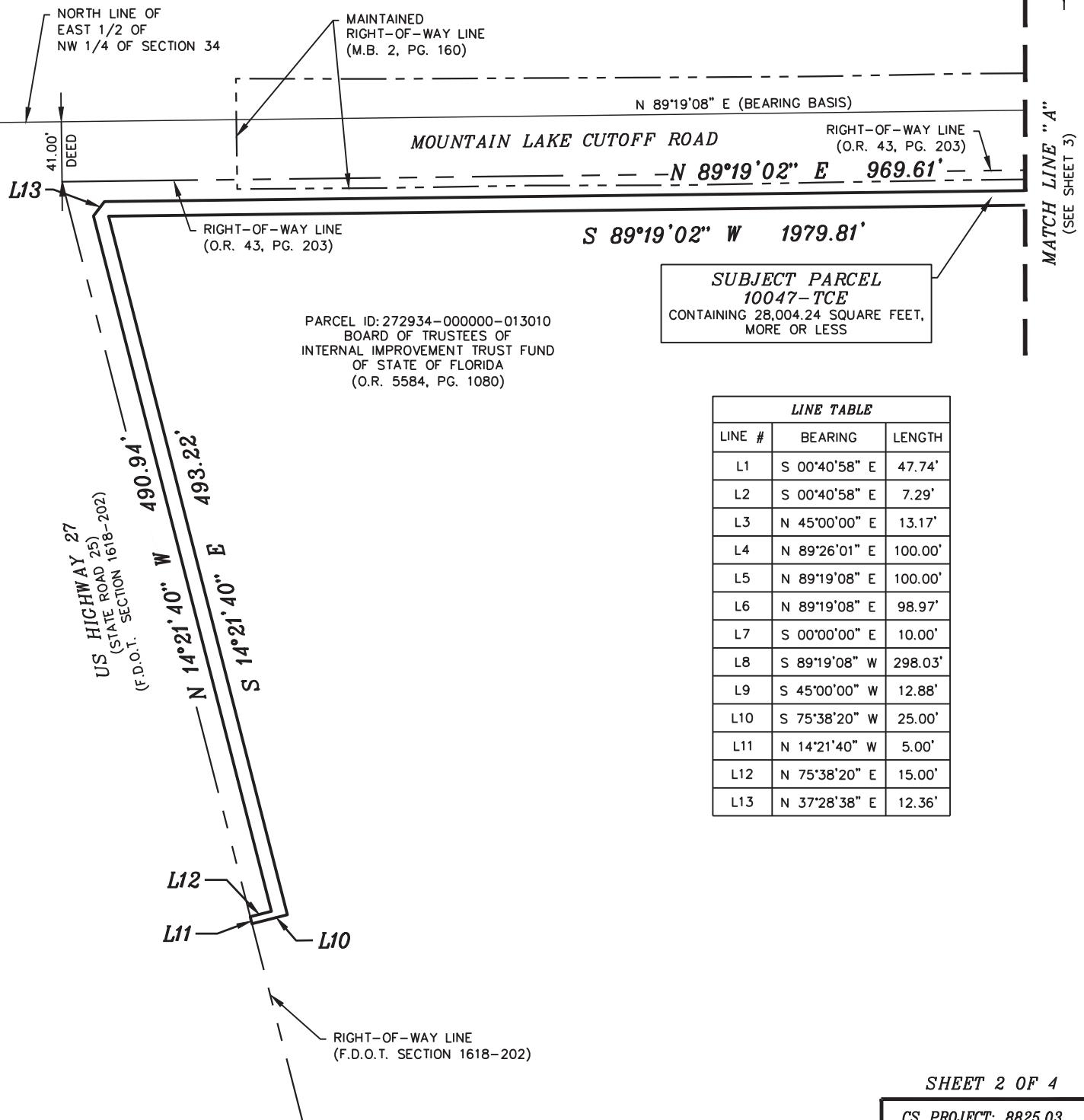
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F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION

**DESCRIPTION SKETCH****10047-TCE****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northeast 1/4 of Section 34, Township 29 South, Range 27 East, Polk County, Florida, being North 89°19'08" East.
- 3) See sheet 1 of 2 for description, certification, and surveyor's signature and seal.

SCALE 1" = 100'



SHEET 2 OF 4

CS PROJECT: 8825.03

10047-TCE

SHEET NO. V-02

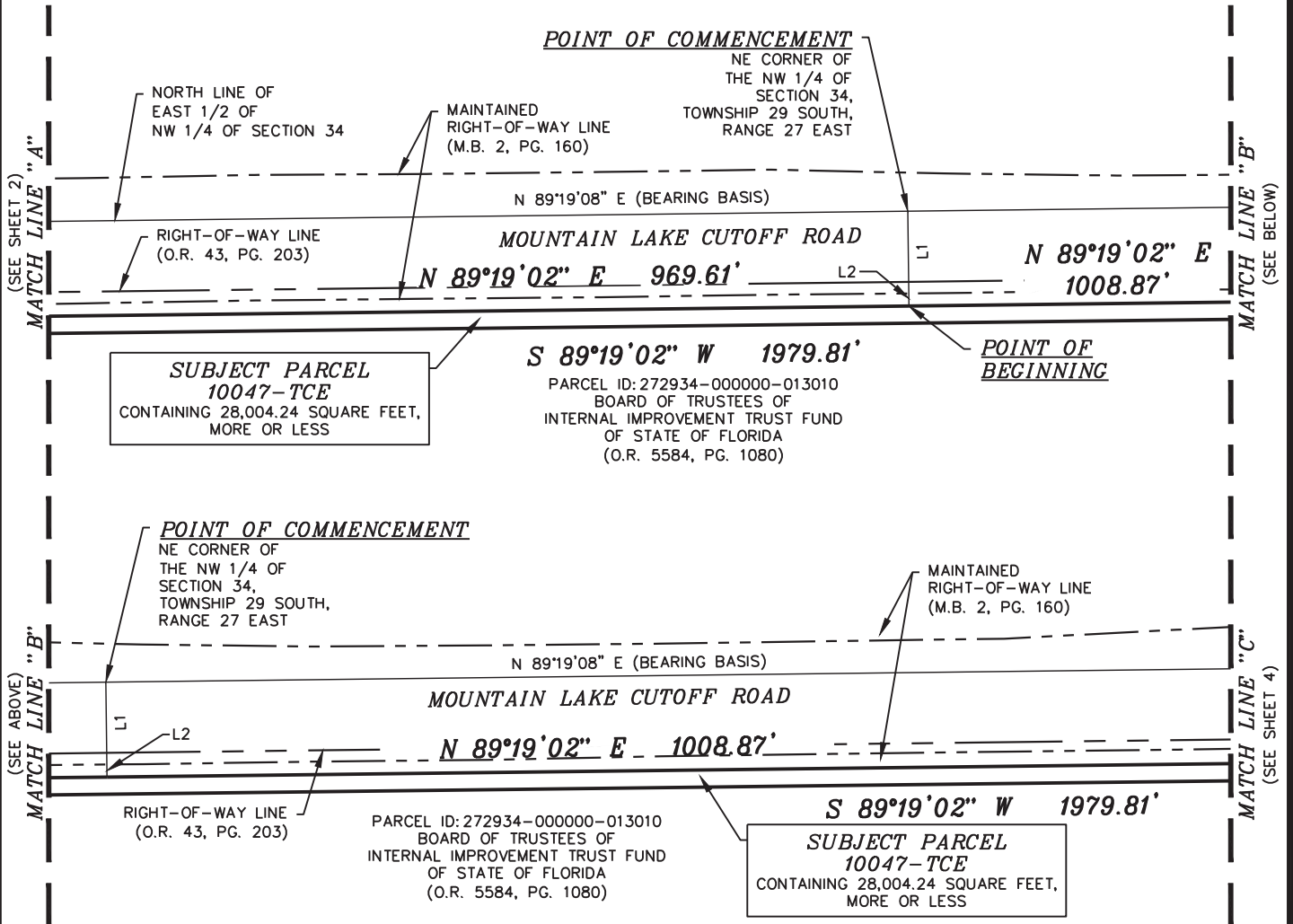
PREPARED BY: **CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110**  
**LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/28/2024

# DESCRIPTION SKETCH 10047-TCE



## LEGEND:

P.B. = PLAT BOOK  
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LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°40'58" E	47.74'
L2	S 00°40'58" E	7.29'
L3	N 45°00'00" E	13.17'
L4	N 89°26'01" E	100.00'
L5	N 89°19'08" E	100.00'
L6	N 89°19'08" E	98.97'
L7	S 00°00'00" E	10.00'
L8	S 89°19'08" W	298.03'
L9	S 45°00'00" W	12.88'
L10	S 75°38'20" W	25.00'
L11	N 14°21'40" W	5.00'
L12	N 75°38'20" E	15.00'
L13	N 37°28'38" E	12.36'

SHEET 3 OF 4

CS PROJECT: 8825.03

10047-TCE

SHEET NO. V-03

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/28/2024

by: jammermann

11:28am Feb 28, 2024

10047-TCE (3)

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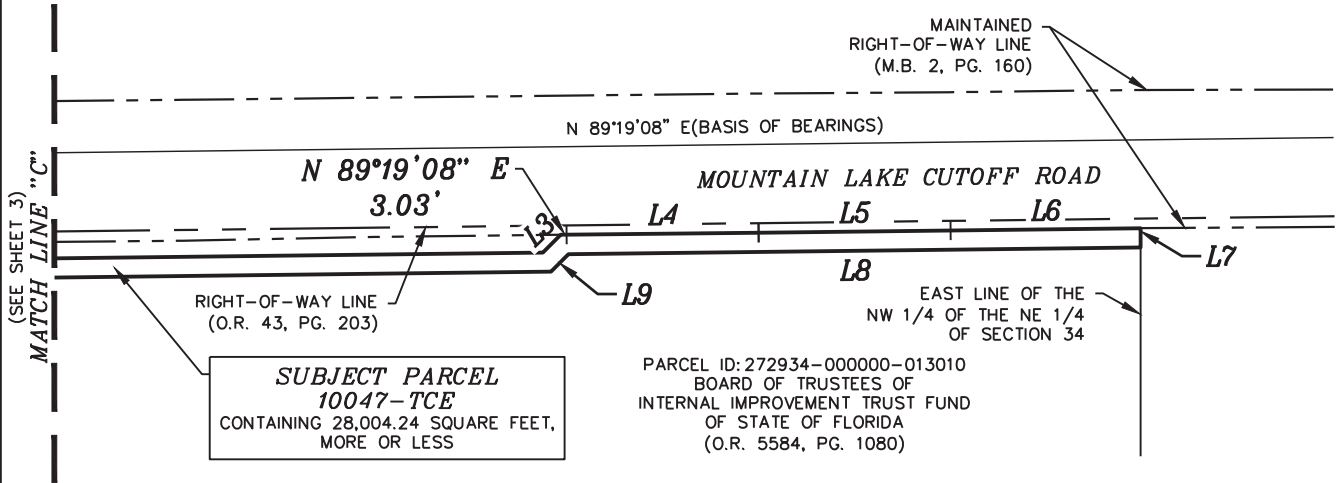
10047-TCE (3)

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10047-TCE (3)

10047-TCE (3)

# DESCRIPTION SKETCH 10047-TCE



SCALE 1" = 100'

## LEGEND:

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- 3) See sheet 1 of 4 for description, certification, and surveyor's signature and seal.

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L5	N 89°19'08" E	100.00'
L6	N 89°19'08" E	98.97'
L7	S 00°00'00" E	10.00'
L8	S 89°19'08" W	298.03'
L9	S 45°00'00" W	12.88'
L10	S 75°38'20" W	25.00'
L11	N 14°21'40" W	5.00'
L12	N 75°38'20" E	15.00'
L13	N 37°28'38" E	12.36'

SHEET 2 OF 2

CS PROJECT: 8825.03

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

10047-TCE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/28/2024

SHEET NO. V-02

## Polk Regional Water Cooperative

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Agenda Item H.8.3/20/2024

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**SUBJECT**

Adopt Resolution 2024-12 to Amend Resolutions 2022-12 and 2023-05 Authorizing the Executive Director to Execute and Record Declarations of Restrictive Covenant Pursuant to FDEP Grant Agreements and to Ratify Declarations of Restrictive Covenants Executed Prior to the Amended Resolutions (Action)

**DESCRIPTION**

At the September 21, 2022 PRWC Board of Directors meeting, the Board approved Resolution 2022-12 which established a three-tier process for the approval of land and easement acquisition for the Southeast Wellfield Transmission Project. That resolution was updated on March 22, 2023 (Resolution 2023-05) to establish cost approval for attorney and expert fees.

The current process does not take into account requirements of FDEP Grant Agreement LPA0212 (Heartland Grant) which requires the PRWC to record a Declaration of Restrictive Covenant with regards to each recordable property interest acquired by the PRWC. The Restrictive Covenant limits the use of the property or easement acquired to only those uses allowed under the funding agreement (essentially a water transmission pipeline and those related appurtenances) and prevents the transfer of that property/easement to another entity without FDEP approval.

In the Fiscal Year 2023 Independent Auditors Report the auditor identified this issue in his compliance testing (Finding 2023-01) and recommended that the PRWC take action to correct the issue. In discussions with the PRWC land acquisition consultants and eminent domain counsel, staff recommend amending the approved land acquisition process established under Resolutions 2022-12 and 2023-05 to delegate to the Executive Director the authority to execute and record Declarations of Restrictive Covenant to satisfy the grant agreement requirements.

This change can be identified in Resolution 2024-12 with the addition of section 1(d). No other material changes are being requested to the original resolutions as a part of this request.

**RECOMMENDATION**

Adopt Resolution 2024-12 to amend Resolutions 2022-12 and 2023-05 authorizing the Executive Director to execute and record Declarations of Restrictive Covenant pursuant to FDEP grant agreements and to ratify Declarations of Restrictive Covenants executed prior to the amended resolutions.

**FISCAL IMPACT**

No fiscal impact.

**CONTACT INFORMATION**

Ed de la Parte

Eric DeHaven

## **POLK REGIONAL WATER COOPERATIVE**

### **Resolution 2024-12**

#### **RESOLUTION AMENDING RESOLUTIONS 2022-12 AND 2023-05 APPROVING LAND ACQUISITION PROCESS FOR THE SOUTHEAST WELLFIELD PROJECT**

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**, in 2016 the Cooperative, the City of Auburndale, the City of Bartow, City of Davenport, City of Eagle Lake, City of Fort Meade, the City of Frostproof, the City of Haines City, the Village of Highland Park, the City of Lake Alfred, the City of Lake Wales, City of Lakeland, City of Mulberry, Polk City, City of Winter Haven, Town of Dundee, Town of Lake Hamilton and Polk County entered into the Interlocal Agreement Relating to the Establishment of the Polk Regional Water Cooperative (“Formation Agreement”) with an effective date of May 1, 2016; and

**WHEREAS**, on July 13, 2022 the Cooperative, the City of Auburndale, the City of Bartow, City of Davenport, City of Eagle Lake, City of Fort Meade, the City of Haines City, the City of Lake Alfred, the City of Lake Wales, City of Lakeland, City of Mulberry, Polk City, City of Winter Haven, Town of Dundee, Town of Lake Hamilton and Polk County entered into the Second Amended and Restated Implementation Agreement – Southeast Wellfield (“Implementation Agreement”); and

**WHEREAS**, the Implementation Agreement requires the Cooperative to move forward with final design, permitting, bidding and construction of the first phase of Southeast Wellfield Project (“Project”) and

**WHEREAS**, Phase 1 of the Project will consist of a 7.5 MGD reverse osmosis facility, raw water wellfield, injection well and transmission pipeline; and

**WHEREAS**, the raw wellfield alignment will include approximately 10 miles of raw water pipeline and 61 miles of finished water transmission pipeline; and

**WHEREAS**, it is currently estimated in order to complete construction of these project elements approximately 329 easement parcels will need to be acquired; and

**WHEREAS**, given the extraordinary number of parcels that will have to be acquired and the fact that the Cooperative Board of Directors only meets every other month, a streamlined land acquisition process will need to be established; and

**WHEREAS**, on September 21, 2022 the Southeast Wellfield Project Board of Directors approved Cooperative Resolution 2022-12 establishing a three-tier process to facilitate the land acquisition process; and

**WHEREAS**, the approved process consists of delegating authority to the Executive Director to approve land acquisition with certain limits, establishing an executive committee composed of three board members and alternate to approve land acquisitions above the Executive Director's limits and reserving to the Board of Directors the authority to approve land acquisitions beyond the limits delegated to the executive committee; and

**WHEREAS**, on March 22, 2023, the Southeast Wellfield Project Board of Directors approved Cooperative Resolution 2023-05 amending Cooperative Resolution 2022-12; and

**WHEREAS**, the process, as modified, was expanded to include the approval of the Owner's attorney's fees and other costs separate from the land acquisition limits;

**WHEREAS**, the currently approved process did not take into account Florida Department of Environmental Protection ("FDEP") Grant Agreement LPA0212, as amended ("Grant Agreement"), which is being used to fund the majority of the acquisition of real property interests for Southeast Wellfield Project; and

**WHEREAS**, the Grant Agreement requires the Cooperative to record a Declaration of Restrictive Covenants with regards to each recordable property interest acquired by the Cooperative guaranteeing the property shall be subject to the terms and conditions of the Grant Award in perpetuity, with FDEP having the right to enforce the Restrictive Covenants in court; and

**WHEREAS**, the Cooperative's land acquisition consultant and eminent domain consultant recommend amending the approved land acquisition process to delegate to the Executive Director the authority to execute and record said Declarations of Restrictive Covenants on the Cooperative's behalf, as needed ,to satisfy the Grant Agreement; and

**WHEREAS**, Section 2.02 of the Formation Agreement authorizes the Board of Directors to delegate any and all executive, administrative and ministerial powers; and

**WHEREAS**, Section 2.03(A) of the Formation Agreement authorizes a project board to delegate any and all executive, administrative and ministerial powers regarding a specific Approved Water Project.

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

Section 1. The Southeast Wellfield Project Board of Directors does hereby amend Cooperative Resolutions 2022-12 and 2023-05 to approve the following modified procedure to handle land acquisition associated with implementation of Phase 1 of the Southeast Wellfield Project and delegate to the Executive Director and the Land Acquisition Executive Committee all powers necessary to effectuate such land acquisition as follows:

(a) Delegate to the Executive Director the authority to approve all land acquisitions up to 50% above the appraised value of the property or \$100,000, whichever is higher and to approve all attorney's fees and other costs up to and including \$150,000; and

(b) Create a Land Acquisition Executive Committee composed of three Board Members and one alternate Board Member appointed by the Board Directors and delegate to this Committee the authority to approve all land acquisitions greater than 50% up to 100% of the appraised value of the property or greater than \$100,000 up to \$500,000, whichever is higher and to approve all attorney's fees and other costs above \$150,000 up to and including \$300,000; and

(c) Reserve to the Southeast Wellfield Project Board the approval of land acquisitions above 100% of the appraised value of the property or above \$500,000, whichever is higher and to approve all attorney's fees and other costs greater than \$300,000; and

(d) Delegate to the Executive Director the authority to execute and record Declarations of Restrictive Covenants as required by the Grant Agreement.

DONE at Auburndale, Florida this 20<sup>th</sup> day of March, 2024

Southeast Project Board of the Polk Regional Water Cooperative:

\_\_\_\_\_  
Chair

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

Approved as to Form:

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

## Polk Regional Water Cooperative

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Agenda Item I.1.3/20/2024

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**SUBJECT**

Elect Officers for the PRWC West Polk Board of Directors for Remainder of FY2024 (Action)

**DESCRIPTION**

The Polk Regional Water Cooperative's (PRWC) Formation Interlocal Agreement and the Implementation Agreements have essentially the same provisions regarding Board of Director's (BOD) officers. Both the Regular Cooperative Board, Combined Projects Board, Southeast Wellfield Project Board, and the West Polk Project Board elect a Chairman, Vice-Chairman, and Secretary/Treasurer to serve for a term of one year. Each officer may serve two consecutive one-year terms, if re-elected. The Chairman shall be rotated at the end of each term so that the Vice-Chairman shall replace the Chairman, unless the Chairman is re-elected to a second consecutive one-year term and a new Vice-Chairman and Secretary/Treasurer shall be elected each year.

The current Chairman on the PRWC West Polk Wellfield Project BOD is Steve Githens (Bartow), the Vice-Chairman is George Lindsey (Polk County), and the Secretary/Treasurer is Bill Mutz (Lakeland). Mr. Githens has resigned his seat as Chairman; therefore, new officers need to be selected. As described under the Interlocal agreement, the current Vice-Chairman (George Lindsey) will become the Chairman, the Secretary/Treasurer (Bill Mutz) will become the Vice-Chairman, and a new Secretary/Treasurer will need to be elected.

**RECOMMENDATION**

Request the BOD to elect a Chairman, Vice-Chairman and Secretary/Treasurer for the remainder of FY2024 (through September 30, 2024).

**FISCAL IMPACT**

No fiscal impact.

**CONTACT INFORMATION**

Eric DeHaven

Ed de la Parte

Polk County  
Polk Regional Water Cooperative

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Agenda Item I.2.

3/20/2024

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**SUBJECT**

Update on West Polk Wellfield Project (Information)

**DESCRIPTION**

This will be a recurring agenda item to keep the PRWC Board of Directors updated on progress related to the design, permitting and construction of the West Polk Wellfield Project. Staff will provide an overview of:

- 1) Project schedule
  - a. Design
  - b. Construction
- 2) Land acquisition
- 3) Permitting activities
- 4) Other key activities as needed

**RECOMMENDATION**

This is an information item, and no action is required.

**FISCAL IMPACT**

No fiscal impact.

**CONTACT INFORMATION**

Tom Mattiacci