
May 15, 2024 POLK REGIONAL WATER COOPERATIVE
Lake Myrtle Sports Complex

Join Zoom Meeting
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Meeting ID: 884 4574 9820
Passcode: 501743

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- 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 March 2024 BOD Regular Meeting Minutes (Action)
- F. Regular BOD Items**
 - F.1. Legislative Update - Heartland Headwaters Protection & Sustainability Act (Information Item)
 - F.2. Executive Director Contract Amendment (Action)
 - F.3. Approve the First Modification to the Contract Operator Preliminary Works Service Agreement (Action)
- G. Recess Regular BOD/Commence Combined Projects BOD**
 - G.1. Completion of Southeast Wellfield Test Production Well #3 (Information)
 - G.2. Adopt Resolution 2024-13 to Approve the Second Amendment to FDEP SRF Loan DW 532000 for the Combined Projects (Action)
- H. Recess Combined Projects BOD/Commence Southeast Wellfield BOD**
 - H.1. Adopt Resolution 2024-14 to Approve the Second Amendment to FDEP SRF Loan DW 532001 for the Southeast Wellfield Project (Action)

- H.2. Update on Southeast Wellfield Project (Information)
- H.3. Adopt Resolution 2024-15 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #12A) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)
- H.4. Adopt Resolution 2024-16 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #12B) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)
- H.5. Adopt Resolution 2024-17 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #12C) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)
- H.6. Adopt Resolution 2024-18 to Amend Resolution 2024-10 Parcel Resolution of Necessity to Acquire Specific Parcels to Replace the Sketches and Legal Description for Parcels 10045-PE and 10045-TCE (Action)
- H.7. Adopt Resolution 2024-19 to Amend Resolution 2023-16 Parcel Resolution of Necessity to Acquire Specific Parcels to Remove Parcels 3059-TCE and 3066-TCE (Action)
- H.8. Adopt Resolution 2024-20 to Amend Resolutions 2024-01, 2024-03, and 2024-09 Parcel Resolutions of Necessity to Acquire Specific Parcels to Update the Permanent Easement Terms (Action)
- H.9. Approve the Stipulated Final Judgement with PH Citrus, LLC for PRWC Parcel Number 5038 Permanent and Temporary Construction Easements (Action)

I. Recess Southeast Wellfield BOD/Commence West Polk BOD

- I.1. West Polk Schedule Options (Information)
- 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

Agenda Item E.1.

5/15/2024

SUBJECT

Approve March 2024 BOD Regular Meeting Minutes (Action)

DESCRIPTION

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

- Regular PRWC BOD meeting - March 20, 2024

RECOMMENDATION

Recommend approval of minutes for referenced meeting.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Eric DeHaven

MINUTES
POLK REGIONAL WATER COOPERATIVE
March 20, 2024 – 2:00PM

Lake Myrtle Sports Complex
2701 Lake Myrtle Park Road
Auburndale, FL 33823

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

Member Governments in Attendance:

<u>Member Government</u>	<u>Representative</u>
City of Auburndale	Vice Mayor Keith Cowie, Primary
City of Bartow	Vice Mayor Trish Pfeiffer, Primary
City of Davenport	Commissioner Tom Fellows, Primary
City of Dundee	Commissioner Bert Goddard, Primary
City of Eagle Lake	In Absence Commissioner Randy Billings, Primary
City of Fort Meade	Mayor James Watts, Primary
City of Frostproof	In Absence Vice Mayor Austin Gravley, Primary
City of Haines City	Commissioner Morris West, Primary
City of Lake Alfred	Commissioner Charles Lake, Primary
Town of Lake Hamilton	Mayor Mike Kehoe, Primary
City of Lake Wales	In Absence Commissioner Keith Thompson, Primary
City of Lakeland	Mayor Bill Mutz, Primary (Vice Chair)
City of Mulberry	In Absence Commissioner Collins Smith, Primary
City of Polk City	Mayor Joe LaCascia, Primary
City of Winter Haven	Mayor Nathaniel Birdsong, Primary (Secretary/Treasurer)
Polk County	Commissioner George Lindsey, Primary (Chair)

A. Call To Order - 2:00 p.m.

Chairman Lindsey called the meeting to order at 2:00PM.

B. Recognition of new primary/alternate appointees of members

Chairman Lindsey requested members to introduce themselves.

C. Agenda Revisions

Director DeHaven stated there were no changes to the agenda and no items to add to the agenda.

D. Public Comments (Limited to 3 minutes)

Chairman Lindsey was asked if there was anyone from the public that wanted to comment on any matters and there were none.

E. Consent Items

E.1. Approve January 2024 BOD Regular Meeting Minutes (Action) Page 4

Chairman Lindsey asked for a motion to approve the Consent Agenda

Motion to approve January 2024 BOD was made by **Commissioner Lake**, seconded by **Mayor Kehoe**. Motion was unanimously approved.

F. Regular BOD Items

F.1. Update on Business Plan Report, Budgeting Information, and Member Revenue Options (Information)

Mr. Robert Beltran (TeamOne) indicated this item was about finalizing the FY2024 business plan. Copies were distributed. The PRWC had numerous key financial developments in 2023., including closing the Southeast SRF Loan at \$21.9M, increasing the Wells Fargo Loan line of credit from \$5M to \$15M, closing the West Polk SRF Loan at \$14.3M, expanding the SRF Planning Loan to \$13.6M, closing the Truist Loan for over \$150M, closing the WIFIA Loan for \$222M, and receiving additional Heartland Grant funds.

The Business Plan assumptions include incorporating the 3rd party operator input on operational expenses, incorporating a 15% WIFIA loan contingency, and the District's plans to delay reimbursements. In addition, the PRWC has adopted a reserve policy which incorporates 1.25 debt service coverage and reserve funds.

The total funding summary in the current business plan is \$647,759,838. A table of member costs was presented

There are additional costs that have been added to the 2025 budget planning amounts and are captured in the summary tables presented:

- 1) Stuart Crossing - \$52,095,
- 2) Site Maintenance and Asset Protection for \$75,000, and
- 3) A Finance Manager position for \$85,000.

Director DeHaven stated that this position will be a contract position added to the Administrative Budget. It will be added as a part of the Budget process beginning in July and voted on for final approval in September.

Mr. Beltran then provided a table of member costs to budget for FY2025. This table and presentation has been provided to the Funding Workgroup, the Technical Advisory Committee, and the City Managers meeting.

Vice Mayor Pfeiffer asked to clarify the \$52,000 for Stuart Crossing. **Mr. Beltran** confirmed the amount showing at the bottom total was \$52,000 which could also be found in the handout.

Chairman Lindsey asked for confirmation that this information was shared with the City Managers group. **Mr. Beltran** confirmed.

Mr. Beltran finished the first portion of the presentation by focusing on options to reduce project costs and enhance grant funding.

Mr. Murray Hamilton then reviewed member revenue options. He discussed member special assessments, capital connection fees, AWS surcharges, and monthly user fees. Capital connection fees are one of the best options to collect revenue for projects. AWS surcharges have been utilized by members as well and the fallback is to collect revenue via monthly fees. Most members have done or are working on rate studies which is an important step in understanding costs that need to be recovered.

Mr. Beltran concluded the presentation by thanking members for working on the PRWC Funding Work Group and then went over the FY2025 Business Plan process that we are beginning. Some of the key assumptions we are including are a 10% contingency to the Southeast Project in anticipation of a 90%

Design estimate prepared by the Contractor, grant funding updates, and any funding changes proposed by the SWFWMD.

Mayor Mutz asked what are the nuances to think about for a just and equitable application of costs that get tripped over? **Mr. Hamilton** replied that a formula is used which takes revenues for each class within the system and divides it by the cost or sales. This can provide insight into how each class of water user pays for their share of costs. **Chairman Lindsey** indicated the analogy is impact fees and a rational nexus.

Mayor LaCascia asked if you can characterize the PRWC Grants received and where they are coming from. **Mr. Beltran** replied that the State provides most of our newer grant funds. The PRWC works with SWFWMD to obtain grants for water projects. The state recognizes that water is becoming a more critical state-wide issue. **Mayor LaCascia** asked if the state provides funds directly to the PRWC and **Mr. Beltran** indicated yes, through the Heartland Grant process. There will be more presentations on this topic at the future meetings. **Mayor LaCascia** asked if we have a grant writer and **Mr. Beltran** indicated we do as a part of TeamOne. **Chairman Lindsey** indicated in years past others paid for these type of rate studies to get us to where we are today and we need to continue to pay it forward.

Commissioner Lindsey introduced **Governing Member John Hall**, and requested him to say a few words on behalf of Southwest Florida Water Management District. **Mr. Hall** indicated he was happy to attend and stated the SWFWMD Governing Board is in favor of continuing to move forward with alternative water projects and there will be continued support to the PRWC. **Chairman Lindsey** indicated Polk County has two seats on the SWFWMD Board and thanked Mr. Hall and Ms. Bell-Barnett for their service.

F.2. Accept Independent Auditors Report for Fiscal Year 2023 (Action)

Mr. Mike Brynjulfson reviewed the results of the Independent Audit from 2023. He defined an audit as the verification of historical financial information. He also reviewed and explained the audits that were ordered and required.

The first report is the AICPA required report which provides the PRWC an Unmodified Opinion Issued or Clean Opinion which is a fair representation of what happened during the year. This report shows that the financial statements presented conform with generally accepted accounting principles. **Mr. Brynjulfson** encouraged reading the section on auditor's responsibility.

The next report **Mr. Brynjulfson** described is the Report on Internal Control and Compliance which reports significant deficiencies that were found or any significant non-compliance. One material weakness was found on page 29 regarding the internal control structure because of six material audit adjustments; however, no issues of noncompliance were reported. This was a finding in 2022 as well and the recommendation is for the PRWC to obtain additional expertise in financial statement preparation.

The next report was the Report on Compliance with Section 218.415, Florida Statute which contains 16 provisions involving the investment of public funds. There were no issues found of non-compliance.

The next report is the Report on Federal & State Grant/Loan Compliance & Internal Control over Compliance. One instance of noncompliance was identified associated with the Heartland Grant Funds for the purchase of land. The PRWC is required under the Heartland grant agreements with the state to record deeds for easements with a restrictive covenant. The recommendation is to work with the PRWC General Counsel to correct the issue.

The next report is the Management Letter and no adverse findings or recommendations were recommended.

The final report is the Governance Letter used to report non-quantitative items. There were no disagreements with management or difficulties in performing the audit. There were no adjustments recommended.

In 2023, the revenue was about \$14,255,153, and expenses were \$29,297,989. **Mr. Brynjulfson** noted how much the revenue and expenses have increased from 2022 to 2023 as well as how much the finances changed in 2023 as pointed out by **Mr. Beltran** in the earlier presentation.

Mayor LaCascia asked regarding the cash flow on page 29, is the money that was used based on what we invested on a regular basis be considered excess over operated? Mr. Brynjulfson indicated that is what you received in cash in interest. You received \$2.1 million in interest income in total. Mr. LaCascia asked where is the money we used to invest? Mr. Brynjulfson indicated it is on page 8 on the line that says restricted cash which is about \$148 million.

Chairman Lindsey followed up on the audit findings and indicated the PRWC is proposing to hire additional financial expertise and that Mr. de la Parte will provide a remedy to the Heartland Grant requirements. It is important to have this audit completed to look over PRWC finances as the PRWC grows. Commissioner Charlie Lake complimented Mr. Brynjulfson on his report.

Motion to approve Independent Auditors Report for Fiscal Year 2023 made by **Commissioner Lake**, seconded by **Mayor Kehoe**. Motion was unanimously approved.

F.3. Approve PRWC Conservation Project Implementation Agreement (Action)

Director DeHaven mentioned that in September 2023 there was a new budget approved for the PRWC for the implementation of conservation projects. The budget represents \$75,000 from members and \$75,000 from Heartland Grants. The board needs to approve an implementation agreement to execute this program as we have done for the Southeast and West Polk Implementation Agreements. Each member's commission will need to approve this agreement to perform these conservation services. Following that the next step is for the PRWC to procure a third-party provider to implement the conservation program

Chairman Lindsey reviewed the steps to confirm the process. Member governments and IFAS are eligible to become the third-party provider, as well as private companies.

Motion to approve *PRWC Conservation Project Implementation Agreement* made by **Mayor Mutz**, seconded by **Commissioner Goddard**. Motion was unanimously approved.

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)

Mr. Tom Mattiacci reviewed the Southeast Wellfield and West Polk Wellfield test production well projects. The Southeast Wellfield test production well cost was approximately \$3.7 million to complete, and it is estimated the cost for the West Polk test production well will be \$5 million because of drilling conditions and inflation. The PRWC also has four production wells that need to be constructed at approximately \$2.6 million each. A new well driller procurement is necessary to drill these wells and Lakeland has volunteered to lead the procurement. A staff recommendation for driller selection will be brought before the PRWC Board for review and approval.

Motion to 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 #9,10,11,14* made by **Commissioner West** seconded by **Commissioner Lake**. Motion was unanimously approved.

G. Recess Regular BOD/Commence Combined Projects BOD

Chairman Lindsey began the Combined Projects Board meeting and then recessed the meeting as there were no agenda items for this Board.

H. Recess Combined Projects BOD/Commence Southeast Wellfield BOD

Chairman Lindsey turned the meeting over to **Chairman Birdsong** for the Southeast Wellfield BOD agenda. **Chairman Birdsong** welcomed the SE Board members.

H.1. Approve the Guaranteed Maximum Price for Transmission System Early Construction Package 2A

Mr. Mark Addison reviewed the need for an early pipeline bid package for the Lake Hamilton/Dundee area. Four bids were submitted ranging from \$3.82 million - \$5.87 million for the 7,250 feet of pipe needed. After considering bid pricing and proposed schedule, the CMAR recommended award to Garney companies at \$5,138,830. **Mr. Addison** noted that the unit pricing for this bid was significantly lower than the CMAR 60% construction estimate. The bid award is based on both cost and schedule. He noted that the contract will include \$3,250 per day in liquidated damages so if they aren't finished on time the liquidated damages will apply. Also, if Garney were to exceed their schedule, they will not be entitled to any further payments.

Commissioner Lindsey asked if Killebrew was offered the opportunity to meet the shorter time frame, and would that increase costs? **Mr. Addison** replied yes, Killebrew mentioned that they may have to add a second construction crew which would increase price. Further, in talking with CMAR, if we were to select Killebrew, a contingency is recommended to be included in the CMAR price, further increasing overall costs. The best value in this case is Garney companies. **Chairman Birdsong** requested a motion.

Motion to approve the Guaranteed Maximum Price for Transmission System Early Construction Package 2A made by **Commissioner Lindsey**, seconded by **Mayor Kehoe**. Motion was unanimously approved.

H.2. Update on Southeast Wellfield Project (Information)

Mr. Mark Addison highlighted the construction of the test well TPW3 that was completed on December 12, 2023. The aquifer performance test was completed, the transmissivity value (and therefore expected capacity) is within expected range, and the water quality was similar to the other test wells. The site acquisition is completed for Well Nos. 10 and 11, and in progress for Nos. 9 and 14. Construction of the injection well continues, and a pilot hole has been constructed to 3700'. Testing is scheduled for November of this year. Ninety percent design completion for the water production facility is scheduled for June 2024 and the Guaranteed Maximum Price will be brought before the board in November 2024. Ninety percent design progresses on the transmission line and six construction packages will be brought to the Board with Guaranteed Maximum Prices. **Mr. Addison** provided a schedule of when the GMP's will be brought to the Board.

Director DeHaven paused to point out the importance of the schedule of the Guaranteed Maximum Price's. He stated the GMP for the water production facility is currently scheduled for November 2024. On the other hand, when looking at the transmission system, the Board is going to get the GMP's beginning with what was approved today through March of 2025. To emphasize, transmission packages will be approved at different times.

Mayor LaCascia asked if the sum is not the total of the parts? **Director DeHaven** answered stating the sum will be the total of the GMP for the Water Production facility and the transmission construction packages 1,2,4,5, and 6. GMP 3 will stand on its own.

Mr. Addison continued and indicated land acquisition continues. For design segments 5, 6, 7 and 10 there are 117 parcels affected. 77 offers have been made with 37 closed and 21 pending. A summary of the parcels closed or settled to date has been provided in a handout.

As a reminder, the current water use permit issued in 2014 with a finished water allocation of 30 million gallons per day. It was originally issued for Polk County, and last year transferred to the Polk Regional Water Cooperative and expires April 2054. A modification of this permit is in production. The project team continues to move forward with ERP and DOH permitting.

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)

Chairman Birdsong indicated that we will take items H3. – H.6 together in one presentation and in one motion. He introduced Mr. Addison again to review the resolutions and staff request. .

Mr. Addison reviewed the resolutions through 2024-10 that authorize the cooperative to acquire permanent easements and temporary construction easements. The parcels affected in these resolutions are in the Lake Hamilton, Dundee, Haines City and Old Bartow Lake Wales Road areas, and in the Mountain Lake Cut-off Road areas. To date, settlements have been reached on 42 parcels, totaling over \$2.6 Million.

Motion to adopt items H.3 through H.6, Resolutions 2024-07, 2024-08, 2024-09, and 2024-10 Parcel Resolutions of Necessity to Acquire Specified Parcels to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Transmission Line Projects made by **Commissioner Lake**, seconded by **Mayor Kehoe**. Motion was unanimously approved.

H.7. Adopt Resolution 2024-11 to Confirm PRWC's Intentions to Use State Lands for the Southeast Wellfield Project (Action)

Director DeHaven mentioned that this is a resolution to confirm PRWC's intentions to use state lands for the SE Wellfield Project. The PRWC must complete two steps to request use of state lands for the pipeline project. First, the PRWC must get approval from the State agency involved, in this case it is Fish and Wildlife Service, which we have received, and second is the board needs to approve a resolution to request a proposed easement.

Motion to approve Resolution 2024-11 to use State Lands for the Southeast Wellfield Project made by made by **Mayor Mutz**, seconded by **Commissioner Lake**. Motion was unanimously approved.

H.8. Adopt Resolution 2024-12 to Amend Resolutions 2022-12 and 2023-05 Authorizing the Executive Director to Approve Declarations of Restrictive Covenant Pursuant to FDEP Grant Agreements and to Ratify Declarations of Restrictive Covenants Executed Prior to the Amended Resolutions (Action)

Chairman Birdsong introduced **Mr. de la Parte**, PRWC General Counsel to review this item. **Mr. de la Parte** stated that this amendment is to address the non-compliance issue that was identified by the auditor, **Mr. Brynjulfson**, in his presentation earlier today. This resolution amends two prior resolutions,

2022-12 and 2023-05, that authorize the land acquisition process the PRWC follows to approve costs associated with easement acquisition. The state grant that the PRWC uses to pay for easements requires that the PRWC file a declaration of covenant for the easements. This updated resolution authorizes the executive director to sign a declaration of covenant and submit it for recording.

Motion to approve Resolution 2024-12 made by made by **Commissioner Lindsey**, seconded by **Mayor Kehoe**. Motion was unanimously approved.

I. Recess Southeast Wellfield BOD/Commence West Polk BOD

Chairman Birdsong recessed the Southeast Board of Directors and turned the meeting over to **Mayor Mutz** who commenced the West Polk Board of Directors. **Chairman Mutz** welcomed the West Polk BOD members and indicated there were two items of business.

I.1. Elect Officers for the PRWC West Polk Board of Directors for Remainder of FY2024 (Action)

Director DeHaven indicated that due to the resignation of Commissioner Githens from the Bartow City Commission it was necessary for the PRWC to elect new officers as Commissioner Githens was serving as the Chairman for the West Polk BOD.

Chairman Mutz asked for a motion for a slate of officers for the West Polk Project Board.

Commissioner Cowie made a motion to elect Mayor Mutz as Chairman, Commissioner Lindsey as Vice-Chairman, and Commissioner Pfeiffer as Secretary/Treasurer. Mayor Birdsong seconded the motion.

Motion to approve **Mayor Mutz** as Chairman, **Commissioner Lindsey** as Vice-Chairman, and **Commissioner Pfeiffer** as Secretary/Treasurer for the West Polk BOD made by **Commissioner Cowie**, seconded by **Mayor Birdsong**. Motion was unanimously approved.

I.2. Update on West Polk Wellfield Project (Information)

Mr. Tom Mattiacci provided the status of the West Polk Project. The 60% design kick-off is planned for late 2024 for West Polk Wellfield. Acquisition is ongoing for Test Production # 2. The West Polk Injection well procurement with the current driller is underway.

Chairman Mutz adjourned the West Polk Board and turned the meeting over to **Chairman Lindsey**.

J. Recess West Polk BOD/Commence Regular BOD

Chairman Lindsey opened the meeting for discussion by members.

K. Open Discussion

Commissioner Lake noted that he had visited the SE Polk Wellfield area and provided pictures of his visit. **Director DeHaven** offered to accommodate anyone interested in a tour.

L. Chair / Executive Director Report

There were no reports provided.

M. Adjournment

The Board meeting was adjourned by **Chairman Lindsey** at 3:33 P.M.

Agenda Item F.1.

5/15/2024

SUBJECT

Legislative Update - Heartland Headwaters Protection & Sustainability Act (Information Item)

DESCRIPTION

Every year by December 1, the PRWC coordinates and submits the Heartland Headwaters Protection & Sustainability Act Comprehensive Annual Report to the Governor, the President of the Senate, the Speaker of the House of Representatives, the Department of Environmental Protection, and the appropriate Water Management Districts.

Through the Heartland Report, PRWC acts as a clearing house for all water-related project funding requests within the region. PRWC provides a mechanism for a consolidated funding request to the State. The funding requested in 2023 was only for expenditures for the upcoming state fiscal year that begins July 1, 2024 and ends June 30, 2025. There were 47 projects submitted for inclusion in this year's report, including two PRWC projects: Southeast Wellfield and the Demand Management Implementation Program. The remaining funding requested was focused on member receiving facilities critical to the delivery of Southeast Water Production Facility-supplied water. The PRWC requested approximately \$27,000,000 in State funding to support program implementation in FY2024-2025.

The PRWC, through the Southwest Florida Water Management District, also applied for Alternative Water Supply grant funds administered by the Florida Department of Environmental Protection. These funds are directly applied to the Southeast and West Polk Wellfield Projects, reducing each member's proportionate project share.

PRWC Staff will provide the Board of Directors a brief overview of the 2024 Legislative Session and the outcome of the funding requests.

RECOMMENDATION

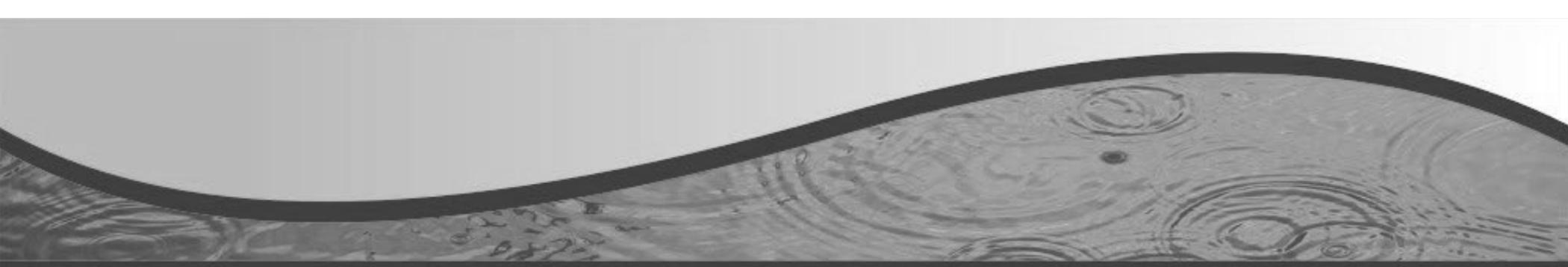
This item is presented for the Board's information and no action is required.

FISCAL IMPACT

The legislature provided \$2,614,379 million in funding under the Heartland Headwaters Protection & Sustainability Act. The Florida Department of Environmental Protection provided \$13,000,000 in Alternative Water Supply grant funding.

CONTACT INFORMATION

Eric DeHaven



2024 Legislative Update

Polk Regional Water Cooperative

May 15, 2024

By

Edgar G. Fernandez, DPL

Anfield Consulting



HB 1557/ SB 1386 DEP Legislative Package

- Mandates water management districts to develop rules promoting reclaimed water use and encouraging potable water offsets, with specific requirements for rule development.
- Defines "Florida Flood Hub" and updates definitions and requirements for pre construction activities, vulnerability assessments, and resilience planning.
- Updates enforcement and penalty provisions for environmental violations, including revising fine calculations and specifying deposit requirements for collected penalties.

HB 1557/ SB 1386 DEP Legislative Package – Cont.

- Requires the Department of Environmental Protection to coordinate with the Department of Health for transferring the Onsite Sewage Program and outlines enforcement activities for onsite sewage treatment regulations.
- Establishes requirements for counties to make services and facilities available as directed by the department.
- Revises legislative findings and requirements for domestic wastewater treatment facilities regarding reuse feasibility studies and implementation of reuse.
- Necessitates the inclusion of certain facilities and systems in basin management action plans for nutrient total maximum daily loads.
- Received by Governor pending approval deadline or veto May 10th, 2024

HB 1417 / SB 1638 Funding for Environmental Res. Mgmt

- Directs 96 percent of any revenue received under the 2021 Gaming Compact to be allocated to:
 - The implementation of the Florida Wildlife Corridor. (\$100 million)
 - The management of uplands and removal of invasive species, divided between the Florida Fish and Wildlife Conservation Commission (FWC), DEP, and the Department of Agriculture and Consumer Services (DACS). (\$100 million)
 - DEP for the Statewide Flooding and Sea Level Rise Resilience Plan (\$100 million); and
 - The remainder to DEP for the Water Quality Improvement Grant Program (the balance of the funds available – estimated between \$300 million - \$1.1 billion/yr).

HB 1417 / SB 1638 Funding for Env. Res. Mgmt. – Cont.

- For FY 24-25 only the bill appropriations include:
 - \$150 million to the South Florida Water Management District for operations and maintenance; and
 - \$220 million to DEP for various programs including:
 - \$100 million from the Resilient Florida Trust Fund for the Statewide Flooding and Sea Level Rise Resilience Plan.
 - \$79 million from the Water Protection and Sustainability Trust Fund for the Water Quality Improvement Grant Program.
 - Approved by Governor on April 4th, 2024

HB 7053 / SB 7040 Stormwater Rule Ratification

- Ratifies and amends environmental regulations concerning stormwater and environmental resource permitting to ensure compliance with state law and requires legislative approval for future amendments
- Pending to be transmitted to Governor for approval as of May 6th, 2024



HB 149 / SB 656 Continuing Contracts

- Raises the maximum estimated construction cost for projects under a continuing contract from \$4 million to \$7.5 million.
- Requires the Department of Management Services to adjust this maximum amount annually starting July 1, 2025, based on the change in the June-to-June Consumer Price Index for All Urban Consumers issued by the Bureau of Labor Statistics of the United States Department of Labor.
- Pending to be transmitted to Governor for approval as of May 6th, 2024

HB 7047 / SB 7006 OGSR / Utility Owned or Operated by a Unit of Local Government

- Amends public records and meetings exemptions for certain security-related information held by utilities operated by local governments and extends repeal dates.
- Approved by Governor March 22, 2024

HB 275 / SB 340 Offenses Involving Critical Infrastructure

Defines and establishes penalties for offenses involving critical infrastructure, including tampering, trespass, and unauthorized computer access.

- Specifies what constitutes "critical infrastructure," including various facilities and structures that are protected against unauthorized access.
- Sets criminal penalties for knowingly and intentionally tampering with critical infrastructure, resulting in significant damage or cost to restore.
- Holds individuals criminally liable for trespassing on critical infrastructure if they enter or remain on the property without authorization.
- Establishes that unauthorized access to, or tampering with, computers, systems, networks, or electronic devices owned by critical infrastructure entities is a criminal offense.
- Pending to be transmitted to Governor for approval as of May 6th, 2014



HB 705 / SB 742 Public Works Projects

- Expands and clarifies the definition of "public works project" and adjusts bidding process stipulations for such projects.
- Revises the definition of a "public works project" to include activities funded by local or state appropriations that encompass construction, maintenance, or improvement of various facilities or infrastructures partly or wholly owned by political subdivisions.
- Excludes from the definition services or work incidental to the public works project, such as security, janitorial, landscaping, and transportation services, as well as activities not requiring a construction contracting license or the supply of construction materials.
- Prohibits the state or any political subdivision contracting for public works from restricting certified, licensed, or registered contractors or suppliers from participating in the bidding process based on the geographic location of the company or the residences of its employees, with an exception for counties or municipalities as sole funders of a project.
- Pending to be transmitted to Governor for approval as of May 6th, 2024

**FY 24/25 Legislative Budget Summary
pending Governors Approval**

Department of Environmental Protection

Total: \$3.4 billion [\$1 billion GR; \$2.3 billion TF]; 3,167 positions

- **Everglades Restoration and South Florida Water Management District Operations - \$702 million**
- **Water Quality Improvements - \$1.7 billion**

Wastewater Grant Program - \$135 million

Water Supply Grant Program - \$25 million

Indian River Lagoon WQI - \$75 million

Biscayne Bay Water Quality Improvements - \$20 million

Caloosahatchee WQI - \$25 million

Water Projects - \$410.4 million

(PRWC - Heartland Headwaters Protection Sustainability Act \$2,614,379)

C-51 Reservoir - \$100 million

Water Quality Improvements - Everglades - \$50 million



Water Quality Improvements - Continued

Non-Point Source Planning Grants - \$5 million

Alternative Water Supply - \$55 million

(FY 23/24 PRWC Awarded \$13 million for SE Well field on 4/26/24)

Onsite Sewage Program - \$4.1 million

Water Quality Improvements - Blue Green Algae Task Force - \$10.8 million

Innovative Technology Grants for Harmful Algal Blooms - \$10 million

Harmful Algal Bloom Grants - \$10 million

Springs Restoration - \$55 million

Flood and Sea-Level Rise Program - \$125 million

Florida Forever Programs and Land Acquisition - \$528.6 million

Division of State Lands - \$100 million

Florida Recreational Development Assistance Grants - \$14.3 million

Rattlesnake Key Land Acquisition - \$8 million

Chips Hole and Wakulla Springs - \$3.8 million

Wekiva-Ocala Greenway - \$2.5 million

Grove Land Reservoir - \$400 million

FY 24/25 DEP Budget - Continued

Hazardous Waste and Dry Clean Site Cleanup - \$14 million

Beach Management Funding Assistance - \$50 million

Water Infrastructure Improvements - \$178.3 million

Small County Wastewater Treatment Grants - \$8 million

Land and Water Conservation Grants - \$16.9 million

Local Parks - \$17.9 million

State Parks Maintenance and Repairs - \$15.5 million

Questions?

Follow up analysis and answers to questions can be provided as needed to cooperative members.

**Edgar G. Fernandez, DPL
Anfield Consulting
Edgar@anfieldflorida.com
(786) 255-5755**



Polk Regional Water Cooperative

Agenda Item F.2.

5/15/2024

SUBJECT

Executive Director Contract Amendment (Action)

DESCRIPTION

On March 16, 2022 the Polk Regional Water Cooperative (“Cooperative”) entered into an Employment Agreement with Eric C. DeHaven as Executive Director/Project Administrator of the Cooperative (“Contract Employee”), which remains in full force and effect. On May 1, 2022, the Contract Employee assumed his duties as Executive Director/Project Administrator. Section 4 of the Employment Agreement establishes a base salary for the Contract Employee of \$115,000, payable on a monthly or biweekly basis. The Employment Agreement also provides that the Cooperative shall evaluate a potential adjustment of the Contract Employee’s salary on an annual basis, beginning on May 2, 2023.

At the Cooperative’s May 17, 2023 meeting the Board of Directors voted to adopt Amendment No. 1 to the Employment Agreement, which increased the Contact Employee’s base salary by five (5%) percent to \$120,750.

Following the Cooperative’s March 20, 2024 board meeting, the Board Chair, Commissioner Lindsey and the Contract Employee met to discuss the Contract Employee’s performance and base salary. Following that meeting the Board Chair has decided to recommend to the Board of Directors a five (5%) increase to the Contract Employee’s salary based on the Contract Employee’s exemplary performance over the past year regarding complicated matters critical to the future of the Cooperative. This would increase the Contract Employee’s base salary to \$126,788 effective for the payment period beginning in May 2024.

This agenda item presents Amendment No. 2 to the Employment Agreement approving a five (5%) percent increase to \$126,788, which is attached to this memorandum.

RECOMMENDATION

Approve the Second Amendment to the Employment Contact.

FISCAL IMPACT

Like the Contract Employee’s current salary, the source of funds for this salary increase will be the Cooperative’s administrative.

CONTACT INFORMATION

Ed de la Parte

Second Amendment to the Employment Agreement for Executive Director

This Second Amendment is made and entered into this 15th day of May, 2024, by and between the POLK REGIONAL WATER COOPERATIVE, a regional water supply authority of the State of Florida, hereinafter referred to as “Employer” or “Cooperative”, and Eric C. DeHaven, hereinafter referred to as “Contract Employee”.

RECITALS:

1. On March 16, 2022 the Cooperative entered into an Employment Agreement with Eric C. DeHaven as Executive Director / Project Administrator of the Cooperative (“Contract Employee”).
2. This Employment Agreement remains in full force and effect.
3. Section 4 of the Employment Agreement establishes a base salary for the Contract Employee of \$115,000, payable on a monthly or biweekly basis.
4. Section 4 of the Employment Agreement also provides that the Cooperative shall evaluate a potential adjustment to the Contract Employee’s salary on an annual basis, beginning on May 2, 2023, based on the Contract Employee’s Annual Performance Evaluation (Section 5).
5. On May 17, 2023 the Cooperative approved the 1st Amendment to the Employment Agreement, which increased the Contract Employee’s base salary to \$120,750.
6. Based on the Contract Employee’s exemplary performance over the past year regarding complicated matters critical to the future of the Cooperative, the Board of Directors wishes to increase the Contract Employee’s annual salary by five (5%) percent to \$126,788.
7. The Board of Directors hereby waives the Contract Employee’s Annual Performance Evaluation.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Cooperative and the Contract Employee agree to the following contract modifications:

- I. Section 4 of Employment Agreement is amended as follows:

The Employer agrees to pay the Contract Employee for his services rendered pursuant hereto an annual base salary of ~~\$120,750~~ \$126,788, payable on a monthly or biweekly basis. The Employer shall evaluate potential adjustment to the Contract Employee’s salary on an annual basis, beginning on May 2, 2023, based on the Contract Employee’s Annual Performance Evaluation (Section 5).

2. The remainder of the Employment Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written above.

Witnesses:

POLK REGIONAL WATER COOPERATIVE, a regional water supply authority of the State of Florida

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Approved as to Form:

Edward P. de la Parte
Legal Counsel

CONTRACT EMPLOYEE

Print Name: _____

Print Name: _____

Eric C. DeHaven

Polk Regional Water Cooperative

Agenda Item F.3.

5/15/2024

SUBJECT

Approve the First Modification to the Contract Operator Preliminary Works Service Agreement (Action)

DESCRIPTION

On September 20, 2023, the Southeast Wellfield Project Board of Directors and the West Polk Project Board of Directors entered into an agreement with US Water Service Corporation / ACCIONA Agua Corporation Joint Venture to provide contract operator preliminary works services for the two projects.

For the preliminary phase of work, the contract operator will provide preconstruction and design review services (\$104,291.78), as well as construction review services (\$304,204.42), for a total cost of \$408,496.20. The final phase of work is the actual operation of the facilities. That final operation contract will be negotiated once the design level reaches 90% complete.

As the PRWC continues to acquire land for production well sites and begins early construction on the transmission main, property and asset maintenance/oversight activities need to begin. These activities include:

- 1) Installation and maintenance of property (landscape installation, grass/shrub cutting, etc.);
- 2) Installation and maintenance of fencing and securing of wells;
- 3) Periodic pipeline assessment visits (Insuring pressurization, chlorine residuals, etc.)
- 4) Location request services for the pipeline (Florida Sunshine 811 service);
- 5) Emergency response services.

During the negotiations for the subject contract, the Cooperative knew that there would be a need for limited services before the operations agreement was negotiated and a brief paragraph was inserted into the Agreement for that purpose. This First Modification further describes the needed services and sets a procedure for the Cooperative to request such services.

PRWC staff have negotiated a modification to the Preliminary Works Service Agreement for the contract operator to perform these services on a as-needed, work order basis. As services are needed, the PRWC and Contract Operator will negotiate and reach an agreement on price for the necessary services. Under the First Modification to the agreement, the Executive Director will have the authority to approve proposals for maintenance and oversight activities up to \$100,000. The appropriate Project Board will be required to approve any activities above that amount.

RECOMMENDATION

Approve the First Modification to the Contract Operator Preliminary Works Service Agreement with US Water Service Corporation / ACCIONA Agua Corporation Joint Venture for the Southeast Wellfield LFA Project and West Polk LFA Project.

FISCAL IMPACT

Funds for the maintenance activities for FY2025 in the amount of \$75,000 (divided equally between the Southeast and West Polk project budgets) will be included in the Fiscal Year (FY) 2025 budget request.

CONTACT INFORMATION

Tom Mattiacci

FIRST MODIFICATION TO THE CONTRACT AND AGREEMENT
CONTRACT OPERATOR PRELIMINARY WORKS SERVICES AGREEMENT

This First Modification to the Contract and Agreement for Contract Operator Services. is entered into on the last date written below, by and between the **Polk Regional Water Cooperative**, an independent special district under the laws of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33831 (“Cooperative”), AND **US WATER-ACCIONA PC JV, LLC.**, a Florida Limited Liability Company whose address is 4939 Cross Bayou Boulevard, New Port Richey, Florida 34652. (“Operator”).

WITNESSETH: that for and in consideration of the mutual covenants and conditions contained herein and in the Contract and Agreement for Contract Operator Services between the Cooperative and the Operator dated September 20, 2023 (the “Agreement”), the parties hereto agree as follows:

1. The Agreement is hereby modified to substitute the following changes to the Agreement

A. Remove Article 22 Project Owner Early Work Program from the Agreement.

B. Insert revised Article 22 as follows:

22. Project Owner Early Works Program

The Cooperative has engaged in both Early Works for the construction of pipelines due to the needs of private landowners and the acquisition of land for the Cooperative. The Cooperative desires the Operator to maintain both the Early Works pipelines and the land acquired.

a. Due to construction by others along the route pipelines must take, the Cooperative must provide early works pipeline construction. The Operator shall be provided with the plans and specifications for the Project Owner’s Early Works construction effort. The Operator must periodically visit the installation site in accordance with the price proposal and ensure the pipeline, valves and other appurtenances are in serviceable condition and pressurized. The Operator will also respond to location requests to locate the pipeline if requested through Florida’s Sunshine 811, or other such organizations. The Operator shall also provide construction services on an emergency response basis necessary to effectuate repairs to the pipeline in the event that the pipeline is damaged by a third party prior to being placed into operation.

b. The Cooperative is in the process of Early Works purchasing land for production well sites and water plant sites, and the Cooperative may need to purchase lands for other purposes as well. These lands along with the assets constructed upon the lands prior to a full construction effort will need to be maintained. The Operator shall be provided with the plans and specifications for the maintenance activities needed upon the lands purchased that require maintenance to production wells and disposal wells; the installation of fencing, landscaping to include shrubbery, sod, and irrigation; the occasional cutting of

grass; and maintenance of any existing shrubbery in accordance with the price proposal.

c. The processes described in Paragraphs "a" and "b" above is an ongoing process meaning that more than one price proposal may be necessary, and this Article 22 shall be considered a master agreement to permit such occurrences. Whenever the Cooperative makes a request to the Operator under this Article 22, the Cooperative and the Operator shall negotiate and reach an agreement on the price the Cooperative will pay for the work requested, and said price proposal shall be signed by the parties and made part of this First Modification.

- 2. The Executive Director is delegated the responsibility to work within the framework of this First Modification with the understanding that if any price proposal exceeds \$100,000.00 then the appropriate Project Board will be required to approve the price proposal.
- 3. Except for the modification herein, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Polk Regional Water Cooperative
An independent special district
of the State of Florida

US WATER-ACCIONA PC JV, LLC
a Florida Limited Liability Company
By: US Water Services Corporation
its Managing Member

By: _____
George Lindsey, Chair

By: _____
Christopher Saliba, Vice President

Attest: _____
Nathaniel Birdsong, Secretary

Attest: _____
Gary Deremer, President

Date: _____

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

Edward P. de la Parte, Legal Counsel

SUBJECT

Completion of Southeast Wellfield Test Production Well #3 (Information)

DESCRIPTION

PRWC contractors recently completed drilling the third Southeast Wellfield Test Production Well (SE-TPW3). Located at the approximate half-way point along the wellfield, the goal of SE-TPW3 was to validate the results of the first two test wells (SE-TPW and SE-DEW) which were completed at the northernmost and southernmost ends of the wellfield alignment, respectively. As requested by SWFWMD, TPW3 was completed prior to the completion of the 90% plant design so that changes to the treatment process design could be incorporated, if needed.

Results of the water quality and pump capacity testing conducted reveal consistency in results with the other test sites. The table below summarizes pertinent data from each test site. The transmissivity at the SE-TPW3 site is similar to that measured at the SE-DEW site and significantly higher than that measured at the SE-TPW site. Water quality at the SE-TPW3 site is similar to that encountered at the SE-TPW site and more mineralized than the SE-DEW site.

Overall, the yield and water quality characteristics encountered at the SE-TPW3 site are within the range expected. The test production well-constructed at the site will be used as a permanent supply well for the reverse osmosis plant that is planned for construction.

Well	Transmissivity (ft ² /d)	Storativity (unitless)	Leakance (day ⁻¹)	Specific capacity (gpm/ft)	Total Dissolved Solids (mg/l)	Specific conductance (µS/cm)
SE-DEW	16,300	3.6 x 10 ⁻⁴	4.07 x 10 ⁻³	37.6	1,100	1,447
SE-TPW	3,830	1.5 x 10 ⁻³	1.1 X 10 ⁻²	13.8	3,220	3,030
SE-TPW3	20,900	1.6 x 10 ⁻³	2.1 x 10 ⁻⁴	31.6	2,640 - 2,837	2,991

RECOMMENDATION

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

FISCAL IMPACT

The design, construction, testing, and oversight budget for the Southeast TPW3 well was \$4,124,500 which is paid through the SWFWMD Grant 21CF0003731 and the SRF Design Loan DW532001

CONTACT INFORMATION

Scott Manahan, WSP

Agenda Item G.2.

5/15/2024

SUBJECT

Adopt Resolution 2024-13 to Approve the Second Amendment to FDEP SRF Loan DW 532000 for the Combined Projects (Action)

DESCRIPTION

The FDEP SRF Loan 532000 for the Combined Projects has been used by the PRWC to fund the construction of Southeast Test Production Well #3 (completed April 2024) and will be used to fund the design and construction of Southeast Test Production Well #2 (to initiate fall 2024).

Because West Polk Test Production Well #2 has not been completed, PRWC staff have requested a time extension to the loan from FDEP. The FDEP has agreed to provide this extension. The first semiannual loan payment was originally due February 15, 2025. With this extension, the first loan payment date has been extended to August 15, 2027. These schedule changes will be reflected in the 2025 Business Plan.

RECOMMENDATION

Adopt Resolution 2024-13 to approve the Second Amendment to FDEP SRF Loan 532000 for the Combined Projects.

FISCAL IMPACT

The total loan amount is \$13,624,440. The fiscal impact of FDEP Loan 532000 does not change with this amendment. The amendment is a time extension only.

CONTACT INFORMATION

Ed de la Parte

**STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT DW532000
POLK REGIONAL WATER COOPERATIVE**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the POLK REGIONAL WATER COOPERATIVE, FLORIDA, (Project Sponsor) existing as an independent special district created pursuant to Chapter 189 Florida Statutes, Section 373.1962, Florida Statutes, and the Interlocal Agreement creating the Polk Regional Water Cooperative (“Interlocal Agreement”) entered into on June 1, 2016 pursuant to Chapter 163.01, Florida Statutes. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

The Department and the Project Sponsor entered into a Drinking Water State Revolving Fund Loan Agreement, Number DW532000, as amended; and

Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete planning activities; and

Certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Section 8.12 is added to the Agreement as follows:

8.12. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

2. Section 8.13 is added to the Agreement as follows:

8.13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Project Sponsor and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

3. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on August 15, 2027, and semiannually thereafter on February 15 and August 15 of each year until all amounts due under the Agreement have been fully paid.

4. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for February 15, 2027.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than February 15, 2027.

(4) The first Semiannual Loan Payment in the amount of \$800,244 shall be due August 15, 2027.

5. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Loan Agreement DW532000 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
POLK REGIONAL WATER COOPERATIVE

George Lindsey, III - Chairman

Attest:

Approved as to form and legal sufficiency:

Eric DeHaven - Executive Director

Edward De La Parte - Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

Agenda Item H.1.

5/15/2024

SUBJECT

Adopt Resolution 2024-14 to Approve the Second Amendment to FDEP SRF Loan DW 532001 for the Southeast Wellfield Project (Action)

DESCRIPTION

The FDEP SRF Loan 532001 for the Southeast Wellfield project has been used by the PRWC to support final design services (design services from 60% to completion) for the Southeast Lower Floridan Aquifer Wellfield Project.

Because the final design services are on-going, PRWC staff have requested a time extension to the loan from FDEP. The FDEP has agreed to provide this extension. The first semiannual loan payment was originally due in September 15, 2024. With this extension, the first loan payment date has been extended to September 15, 2025. These schedule changes will be reflected in the 2025 Business Plan.

RECOMMENDATION

Adopt Resolution 2024-14 to approve the Second Amendment to FDEP SRF Loan 532001 for the Southeast Wellfield Project.

FISCAL IMPACT

The total loan amount is \$22,906,290. The fiscal impact of FDEP Loan 532001 does not change with this amendment. The amendment is a time extension only.

CONTACT INFORMATION

Ed de la Parte

**STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT DW532001
POLK REGIONAL WATER COOPERATIVE**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the POLK REGIONAL WATER COOPERATIVE, FLORIDA, (Project Sponsor) existing as an independent special district created pursuant to Chapter 189 Florida Statutes, Section 373.1962, Florida Statutes and the Interlocal Agreement creating the Polk Regional Water Cooperative (“Interlocal Agreement”) entered into on June 1, 2016 pursuant to Chapter 163.01, Florida Statutes. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW532001, as amended; and

Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete design activities; and

Certain provisions of the Agreement need revision and provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Section 8.12 is added to the Agreement follows:

8.12. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

2. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on September 15, 2025, and semiannually thereafter on March 15 and September 15 of each year until all amounts due under the Agreement have been fully paid.

3. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

- (2) Completion of Design Activities is scheduled for March 15, 2025.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than March 15, 2025.

(4) The first Semiannual Loan Payment in the amount of \$1,230,043 shall be due September 15, 2025.

4. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Loan Agreement DW532001 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
POLK REGIONAL WATER COOPERATIVE

George Lindsey III, Chairman

Attest:

Approved as to form and legal sufficiency:

Eric DeHaven, Clerk

Edward de la Parte, Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

Polk County
Polk Regional Water Cooperative

Agenda Item H.2.

5/15/2024

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

Agenda Item H.3.

5/15/2024

SUBJECT

Adopt Resolution 2024-15 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #12A) 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 2024-15 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 2024-15 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #12A) 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 2024-15

**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 (3059-TCE), (3066-TCE), (10026-PE), (10026-TCE), (10027-PE), (10027-TCE), (10028-PE), (10028-TCE), (10029-PE) and (10029-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 15th day of May, 2024

Southeast Wellfield Project Board of the Polk Regional Water Cooperative:

Chair

Secretary/Treasurer

Approved as to Form:

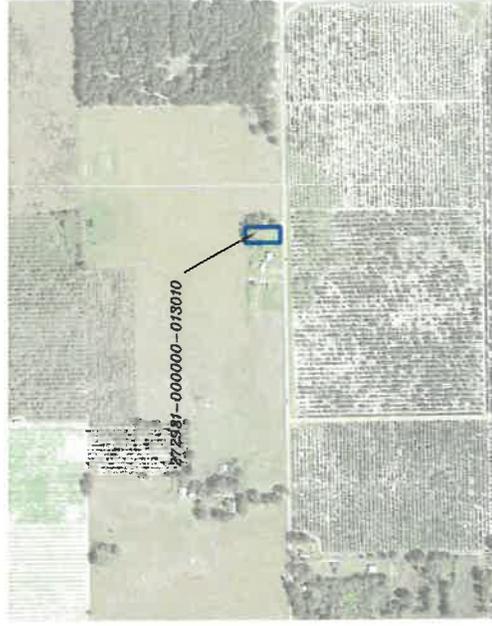
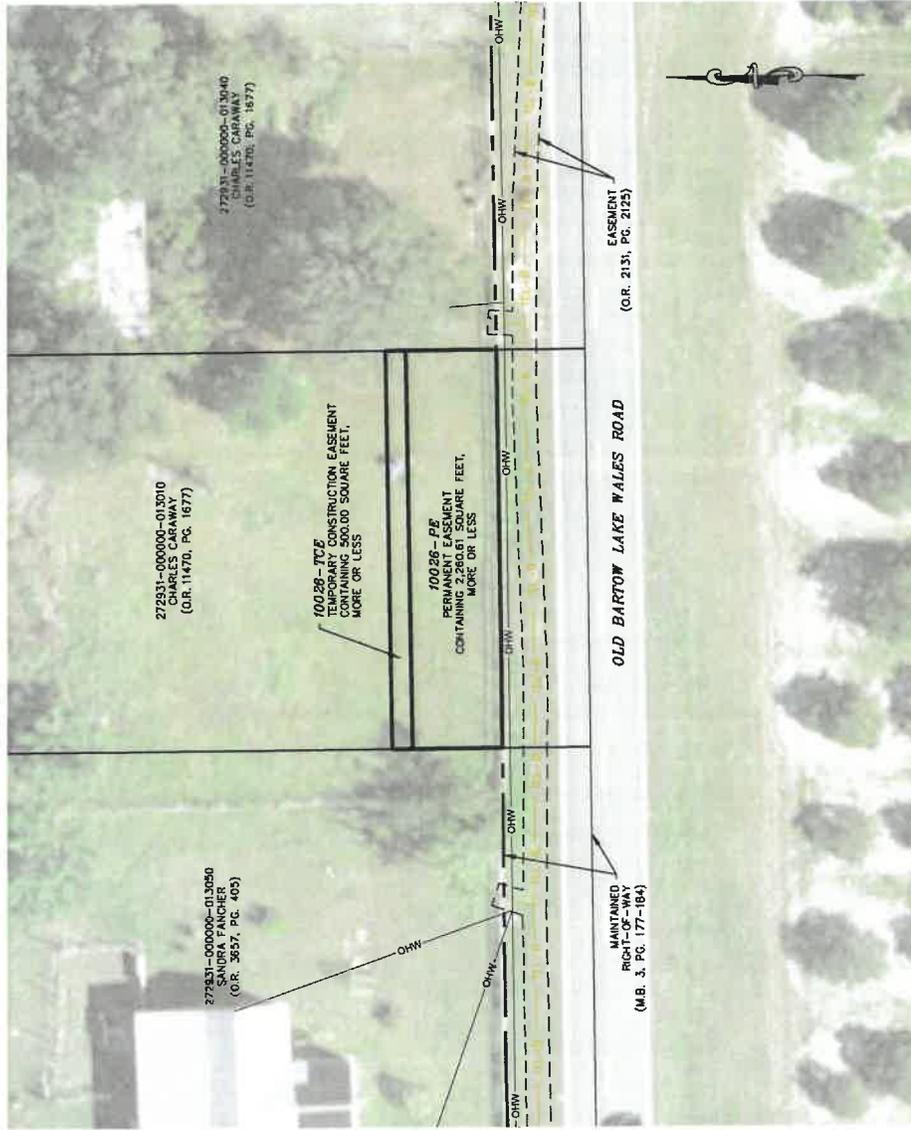
Edward P. de la Parte
Legal Counsel

EXHIBIT A

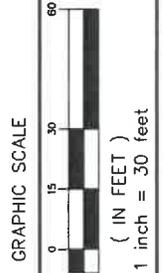
Nonexclusive Permanent Easement Legal Descriptions

[See Attached 9 Pages]

EXHIBIT



CS PROJECT NUMBER: 8825.03	FIELD BY: DATE CONTINUED FIELD BOOK & PAGE 000 000 000
PARCEL NUMBER: 10025	SHEET NUMBER: V-01



PRWC
CHARLES CARAWAY EXHIBIT



CHASTAIN SKILLMAN
290 EAST ORANGE STREET
SUITE #110
LAKE WALKER, FL 34746
(888) 845-1002
© 2023 CHASTAIN SKILLMAN C.A. NO. 001

NUMBER	DATE	DESCRIPTION

DESCRIPTION
10026-PE

DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 11470, Pages 1677 through 1678, Public Records of Polk County, Florida, located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southeast corner of said parcel; thence South 89°17'09" West, along the South line of said parcel, 200.00 feet to the Southwest corner of said parcel; thence North 00°21'20" West, along the West line of said parcel, 22.22 feet to the intersection with the North 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, being the POINT OF BEGINNING; thence continue North 00°21'20" West, along said West line of parcel, 22.47 feet; thence North 89°08'53" East, 100.00 feet to the East line of the West 1/2 of said parcel; thence South 00°21'20" East, along said East line, 22.65 feet to the intersection with said North maintained right-of-way line; thence along said North maintained right-of-way line the following two (2) courses; thence (1) South 89°10'20" West, 73.25 feet; thence (2) South 89°27'31" West, 26.75 feet to the POINT OF BEGINNING. Said parcel containing 2,260.61 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2024.03.11
11:00:07 -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 2
SEE SHEET 2 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

CS PROJECT: 8825.03
10026-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: B. DOREY	FIELD BOOK: — PAGE: —	DATE: 03/11/2024

P:\882503\CAD\Survey\KEY-SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESMTS.dwg 10026-PE Mar 11, 2024 10:51am by jammermann

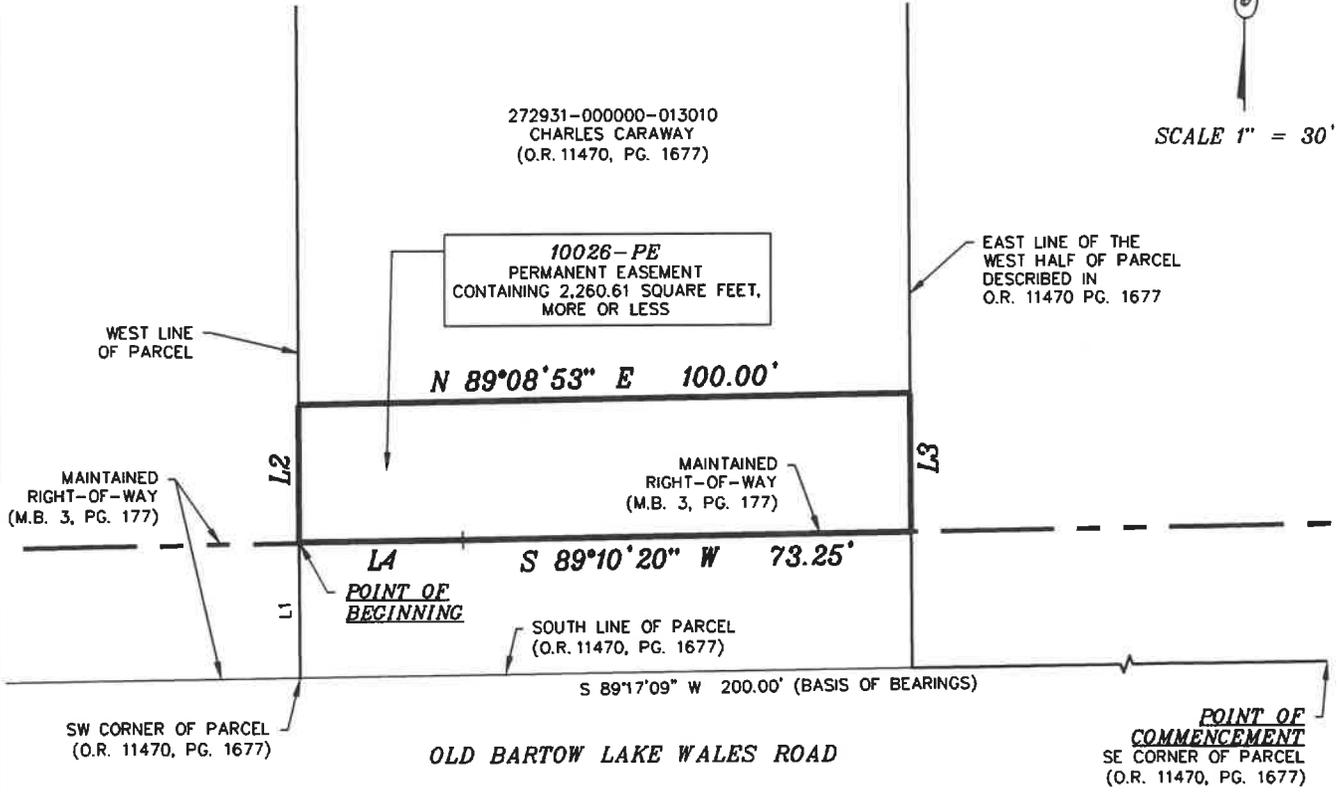
LEGEND:

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

DESCRIPTION SKETCH
10026-PE



SCALE 1" = 30'



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 00°21'20" W	22.22'
L2	N 00°21'20" W	22.47'
L3	S 00°21'20" E	22.65'
L4	S 89°27'31" W	26.75'

NOTES:

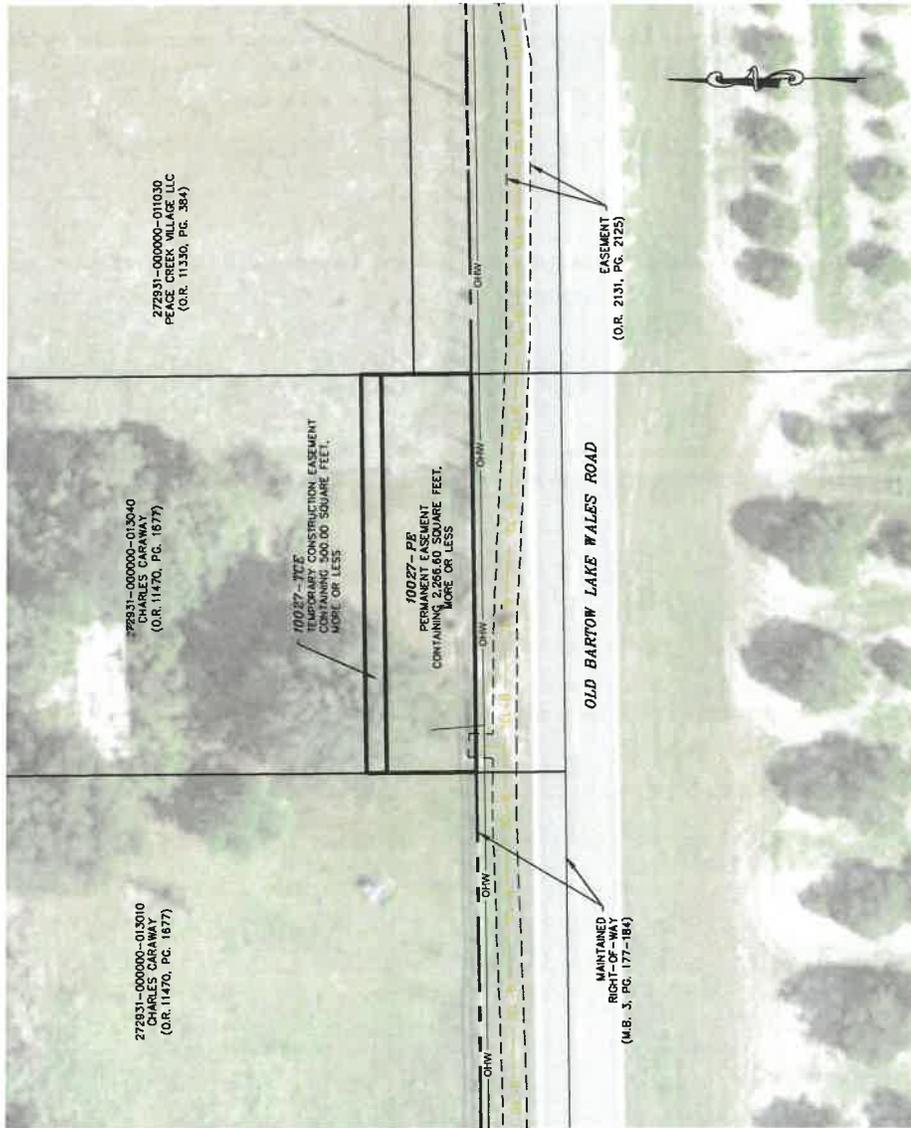
- 1) This is not a Boundary survey.
- 2) Bearings are based on the South line of the parcel described in Official Records Book 11470, Pages 1677 through 1678, Public Records of Polk County, Florida, being South 89°17'09" West.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

SHEET 2 OF 2

PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03
DRAWN BY: B. DOREY		10026-PE
FIELD BOOK: — PAGE: —	DATE: 03/11/2024	SHEET NO. V-01

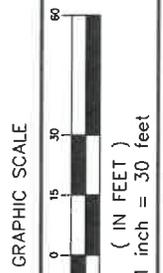
P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESMIS.dwg 10026-PE (2) Mar 11, 2024 10:51am by: jammernann

EXHIBIT



CS PROJECT NUMBER:	8825_03
PARCEL NUMBER:	10027
SHEET NUMBER:	V-01

FIELD BY	
DATE	01/17/2024
FIELD BOOK & PAGE	000 000 000



CHASTAIN SKILLMAN
205 EAST ORANGE STREET
LAKELAND, FL 33851-4811
(883) 856-0022
© 2024 CHASTAIN SKILLMAN P.A. No. 231

NAME	
DATE	
DESCRIPTION	

PRWC
CHARLES CARAWAY EXHIBIT

LEGEND:

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

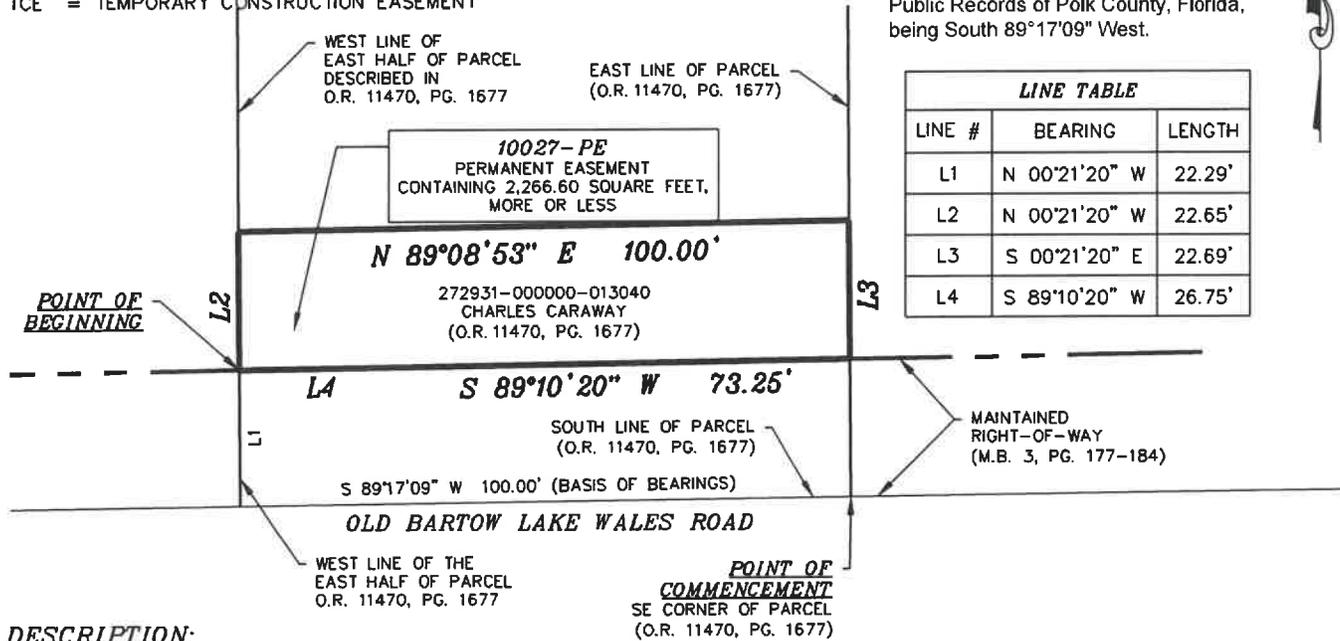
DESCRIPTION AND SKETCH

10027-PE

SCALE 1" = 30'

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South line of the parcel described in Official Records Book 11470, Page 1677 through 1678, Public Records of Polk County, Florida, being South 89°17'09" West.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 00°21'20" W	22.29'
L2	N 00°21'20" W	22.65'
L3	S 00°21'20" E	22.69'
L4	S 89°10'20" W	26.75'

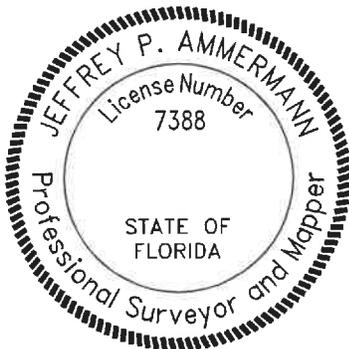
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 11470, Page 1677 through 1678, Public Records of Polk County, Florida, located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southeast corner of said parcel; thence South 89°17'09" West, along the South line of said parcel, 100.00 feet to the West line of the East 1/2 of said parcel; thence North 00°21'20" West, along said West line, 22.29 feet to the intersection with the North maintained right-of-way line of Old Bartow Lake Wales Road as recorded in Map Book 3, Pages 174 through 184, Public Records of Polk County, Florida and the POINT OF BEGINNING; thence continue North 00°21'20" West, along said West line, 22.65 feet; thence North 89°08'53" East, 100.00 feet to the intersection with the East line of said parcel; thence South 00°21'20" East, along said East line, 22.69 feet to the intersection with said North maintained right-of-way line; thence South 89°10'20" West, along said North maintained right-of-way line, 73.25 feet; thence continue South 89°10'20" West, along said North maintained right-of-way line, 26.75 feet to the POINT OF BEGINNING. Said parcel containing 2,266.60 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
11:12:59 -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

10027-PE

SHEET NO. V-01

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

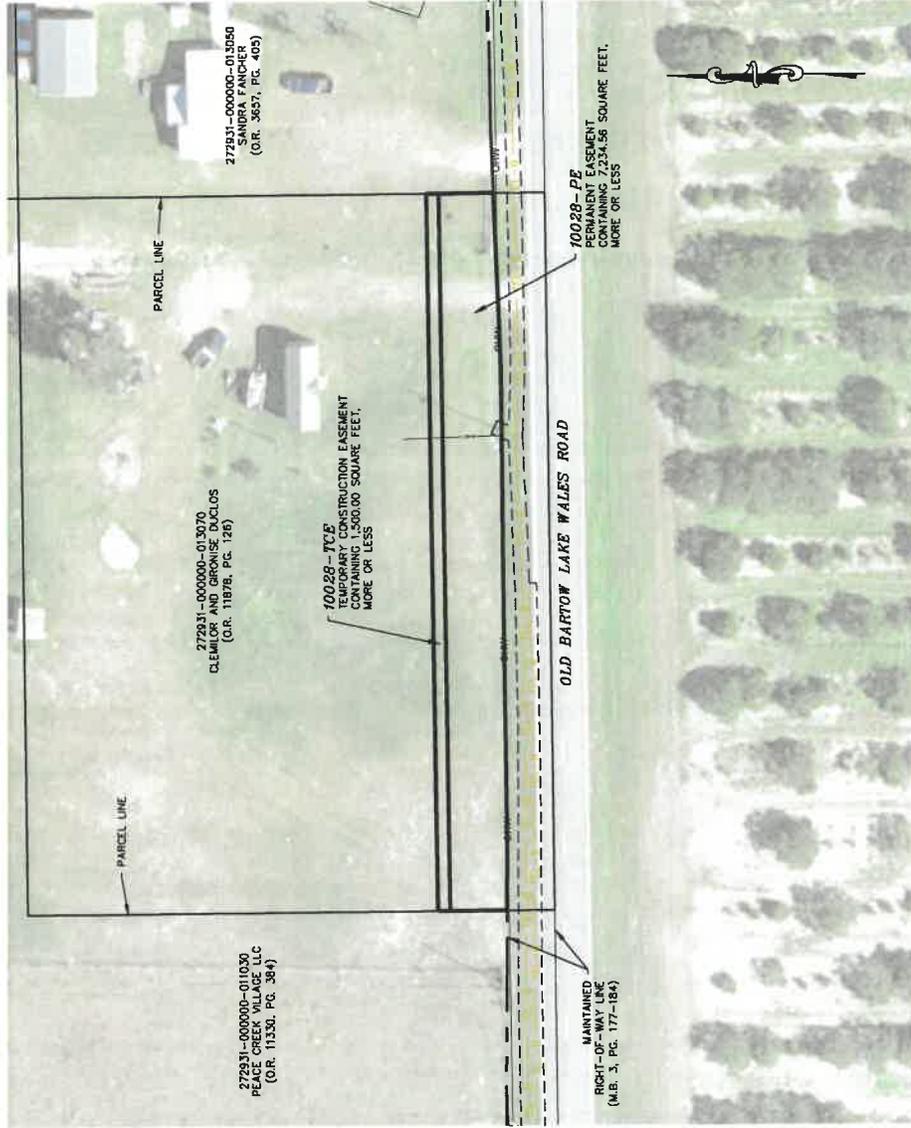
DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 03/11/2024

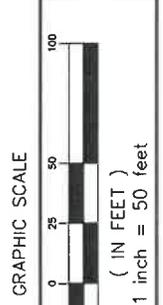
P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESM.TS.dwg 10027-PE Mar 11, 2024 11:12am by: jammerrmann

EXHIBIT



CS PROJECT NUMBER:	8825.03
PARCEL NUMBER:	10028
SHEET NUMBER:	V-01

FIELD BY:	
DATE:	03/12/24
FIELD BOOK & PAGE:	000 000 000



PRWC
CLEMILOR AND GIRONISE DUCLOS EXHIBIT



CHASTAIN SKILLMAN
205 EAST ORANGE STREET
LAKE WALES, FL 34801
(888) 446-7402
© 2024 CHASTAIN SKILLMAN 2, 4, 10, 11

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

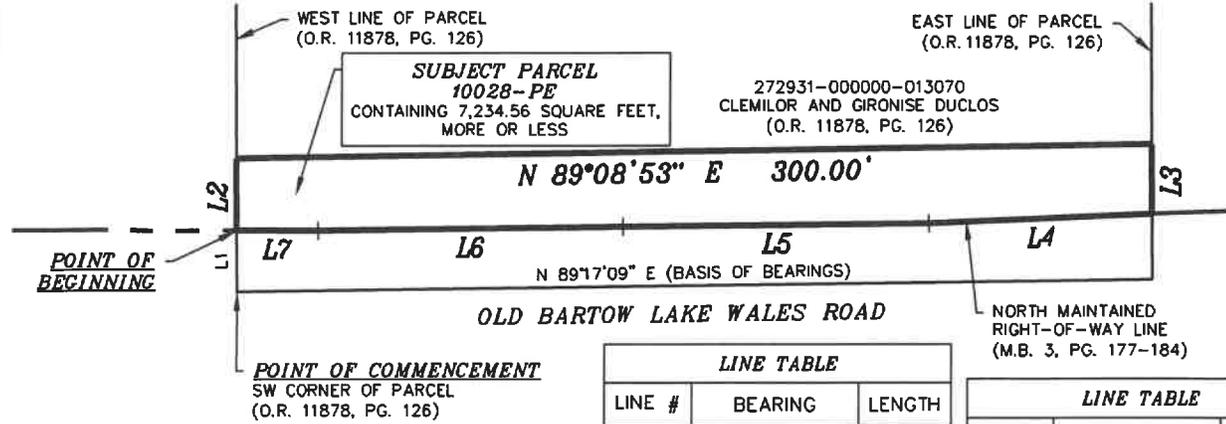
DESCRIPTION AND SKETCH

10028-PE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South line of the parcel described in Official Records Book 11878, Page 126 through 127, Public Records of Polk County, Florida, being North 89°17'09" East

SCALE 1" = 60'



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 00°21'20" W	19.98'
L2	N 00°21'20" W	23.51'
L3	S 00°21'20" E	22.82'
L4	S 87°40'58" W	73.26'

LINE TABLE		
LINE #	BEARING	LENGTH
L5	S 89°24'05" W	100.00'
L6	S 89°17'12" W	100.00'
L7	N 89°47'48" W	26.78'

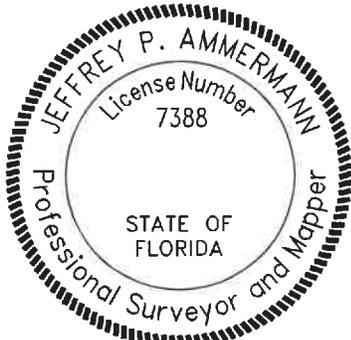
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 11878, Pages 126 through 127, Public Records of Polk County, Florida, located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southwest corner of said parcel; thence North 00°21'20" West, along the West line of said parcel, 19.98 feet to the intersection with the North 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, also being the POINT OF BEGINNING; thence continue North 00°21'20" West, along said West line of parcel, 23.51 feet; thence North 89°08'53" East, 300.00 feet to the intersection with the East line of said parcel; thence South 00°21'20" East, along said East line, 22.82 feet to the intersection of said North maintained right-of-way line; thence along said North maintained right-of-way line the following four (4) courses; thence (1) South 87°40'58" West, 73.26 feet; thence (2) South 89°24'05" West, 100.00 feet; thence (3) South 89°17'12" West, 100.00 feet; thence (4) North 89°47'48" West, 26.78 feet to the POINT OF BEGINNING. Said parcel containing 7,234.56 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 11:33:28 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMAN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 1

CS PROJECT: 8825.03

10028-PE

SHEET NO. V-01

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

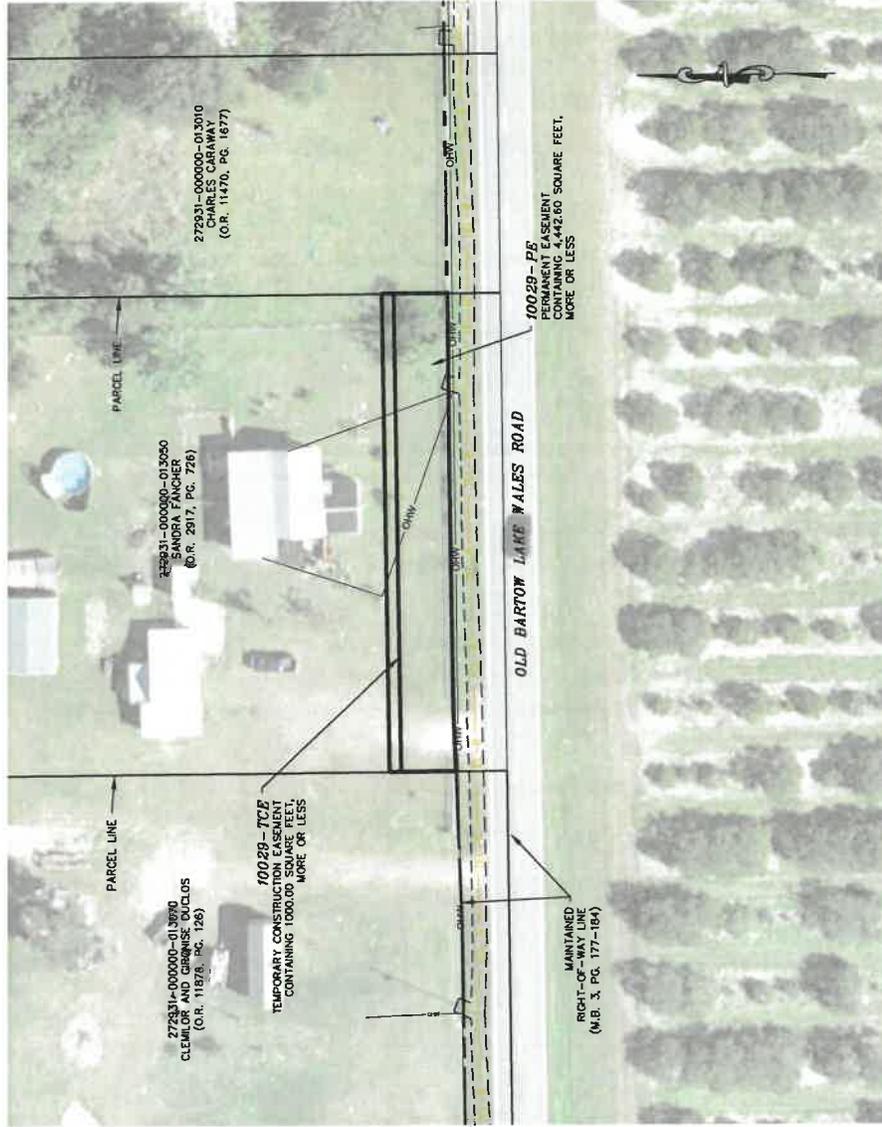
DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 03/11/2024

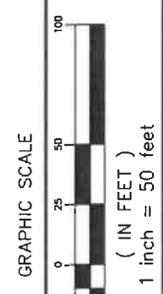
P: \882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SOC-2023-08-21-ESMIS.dwg 10028-PE Mar 11, 2024 11:32am by: jammermann

EXHIBIT



CS PROJECT NUMBER:	8925.03
PARCEL NUMBER:	10029
SHEET NUMBER:	V-01

FIELD BY:	DATE
	09/15/24
FIELD NOTES & PAGE	
000	000
000	000



PRWC
SANDRA FANCHER EXHIBIT



CHASTAIN SKILLMAN
205 EAST ORANGE STREET
LAKEWALES, MO. E. 63051-4011
(816) 646-1422
© 2024 CHASTAIN SKILLMAN

DATE	
DEC 18/2024	

LEGEND:

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

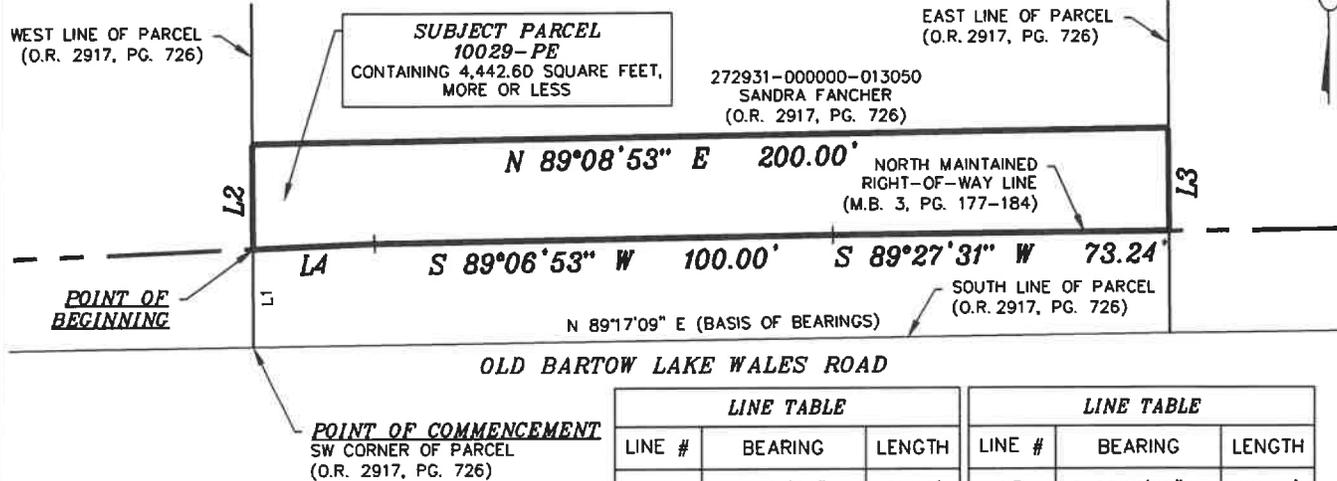
DESCRIPTION AND SKETCH

10029-PE

NOTES:

SCALE 1" = 40'

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South line of the parcel described in Official Records Book 2917, Page 726, Public Records of Polk County, Florida, being North 89°17'09" East.



LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	N 00°21'20" W	21.40'	L3	S 00°21'20" E	22.47'
L2	N 00°21'20" W	22.82'	L4	S 87°40'58" W	26.77'

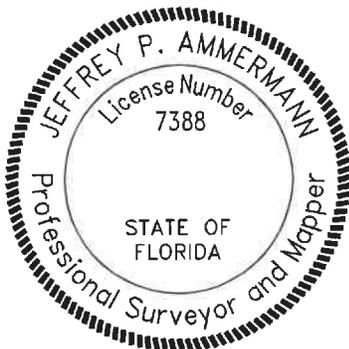
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 2917, Page 726, Public Records of Polk County, Florida, located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southwest corner of said parcel; thence North 00°21'20" West, along the West line of said parcel, 21.40 feet to the intersection with the North 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, being the POINT OF BEGINNING; thence continue North 00°21'20" West, along said West line of parcel, 22.82 feet; thence North 89°08'53" East, 200.00 feet to the intersection with the East line of said parcel; thence South 00°21'20" East, along said East line, 22.47 feet to the intersection with said North maintained right-of-way line; thence along said North maintained right-of-way line the following three (3) courses; thence (1) South 89°27'31" West, 73.24 feet; thence (2) South 89°06'53" West, 100.00 feet; thence (3) South 87°40'58" West, 26.77 feet to the POINT OF BEGINNING. Said parcel containing 4,442.60 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 11:45:28 -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

10029-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: B. DOREY

FIELD BOOK: — PAGE: —

DATE: 03/11/2024

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESM.TS.dwg 10029-PE Mar 11, 2024 11:44am by: jammerrmann

EXHIBIT B
Nonexclusive Permanent Easement

[See Attached 2 Page]

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

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

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

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

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

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

EXHIBIT C

Nonexclusive Temporary Construction Easement Legal Descriptions

[See Attached 13 Pages]

**DESCRIPTION AND SKETCH
PARCEL 3059-TCE**

PARCEL ID 272922-866300-045080
PAI MOUNTAIN LAKE GROVES, LLC
(O.R. 12813, PG. 215-233)

LOT H, BLOCK 45



PRIVATE ROADWAY

LEGEND:

- D.B. = DEED BOOK
- O.R. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

SCALE 1" = 100'

A parcel of land being a portion of "Parcel 46" as described in Official Records Book 12813, Pages 215 through 233, located in Section 30, Township 29 South, Range 28 East, Public Records of Polk County, Florida, also known as Lot H, Block 45 of the unrecorded plat of Mountain Lake, being more particularly described as follows:

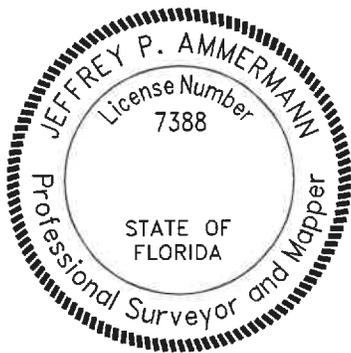
The South 10 feet of the said parcel. Said parcel containing 5,250.00 square feet, more or less.

SURVEYOR'S NOTES:

- 1) This is not a boundary survey.

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: 2024.05.03
15:08:01 -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
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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

3059-TCE

SHEET NO. V-01

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 05/03/2024

P:\882503\CAD\Survey\KEY SHEET 1\MOUNTAIN LAKE\882503-SCC-2023-01-23-EASEMENTS.dwg 3059-TCE (1) May 03, 2024 3:07pm by jammermann

DESCRIPTION
PARCEL 3066-TCE

A parcel of land being a portion "Parcel 34" described in Official Records Book 12813, Pages 215 through 233, located in Section 25, Township 29 South, Range 27 East, Public Records of Polk County, Florida, also known as Lot E, Block 51 of the unrecorded plat of Mountain Lake, being more particularly described as follows:

COMMENCE at the Southeast corner of said "Parcel 34"; thence South 89°47'56" West, along the South line of said parcel, 159.81 feet to the POINT OF BEGINNING; thence continue South 89°47'56" West, along said South line, 66.97 feet; thence North 00°12'04" West, 20.00 feet; thence North 89°47'56" East, 47.00 feet; thence South 45°09'13" East, 28.26 feet to the POINT OF BEGINNING. Said parcel containing 1,139.67 square feet, more or less.

P:\882503\CAD\Survey\KEY SHEET 1\MOUNTAIN LAKE\882503-SCC-2023-01-23-EASEMENTS.dwg 3066-TCE (1) May 03, 2024 3:32pm by: jammermann

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: 2024.05.03
15:43:03 -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
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SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

CS PROJECT: 8825.03

3066-TCE

SHEET NO. V-01

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

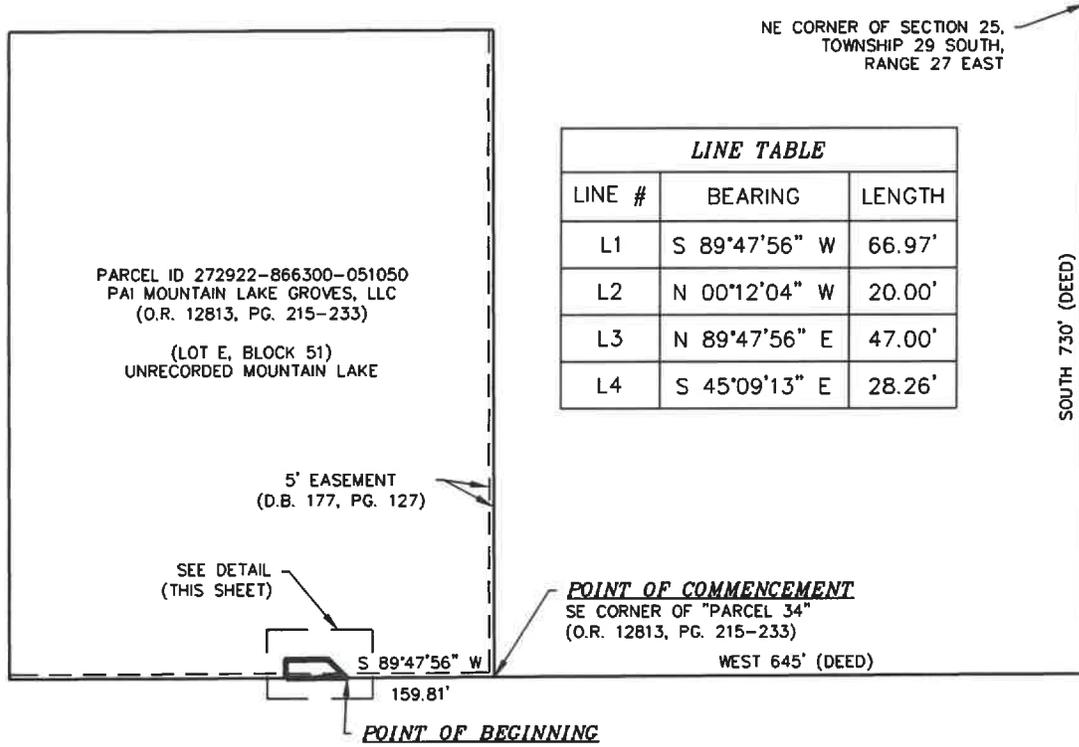
DRAWN BY: S. CHILDS

FIELD BOOK: — **PAGE:** —

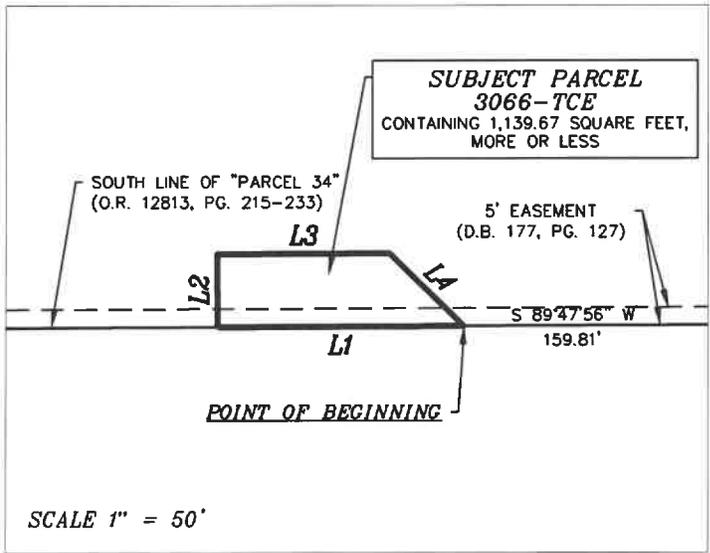
DATE: 05/03/2024

**DESCRIPTION SKETCH
PARCEL 3066-TCE**

SCALE 1" = 200'



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 89°47'56" W	66.97'
L2	N 00°12'04" W	20.00'
L3	N 89°47'56" E	47.00'
L4	S 45°09'13" E	28.26'



SURVEYOR'S NOTES:

- 1) This is not a boundary survey.
- 2) Bearings are based on the State of Florida State Plane Coordinate System, North American Datum 1983, adjustment 2011, West Zone, with the South line of a "Parcel 34" described in Official Records Book 6551, Page 1859, in Section 25, Township 29 South, Range 27 East, Public Records of Polk County, Florida, being South 89°47'56" West.
- 3) See sheet 1 of 2 for description, Surveyor's signature, seal, and certification.

LEGEND:

- O.R. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

SHEET 2 OF 2

CS PROJECT: 8825.03

3066-TCE

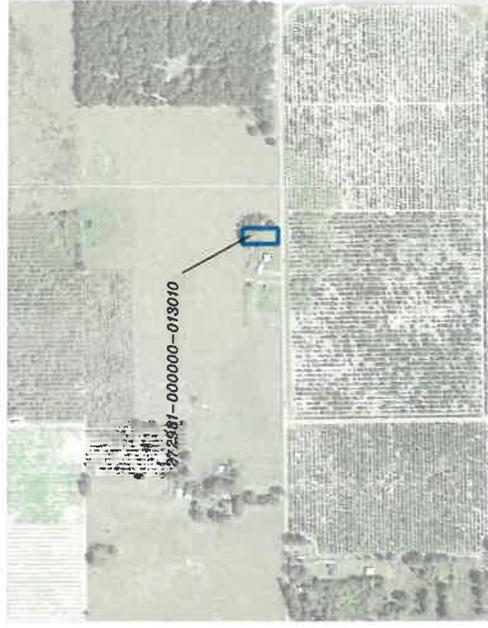
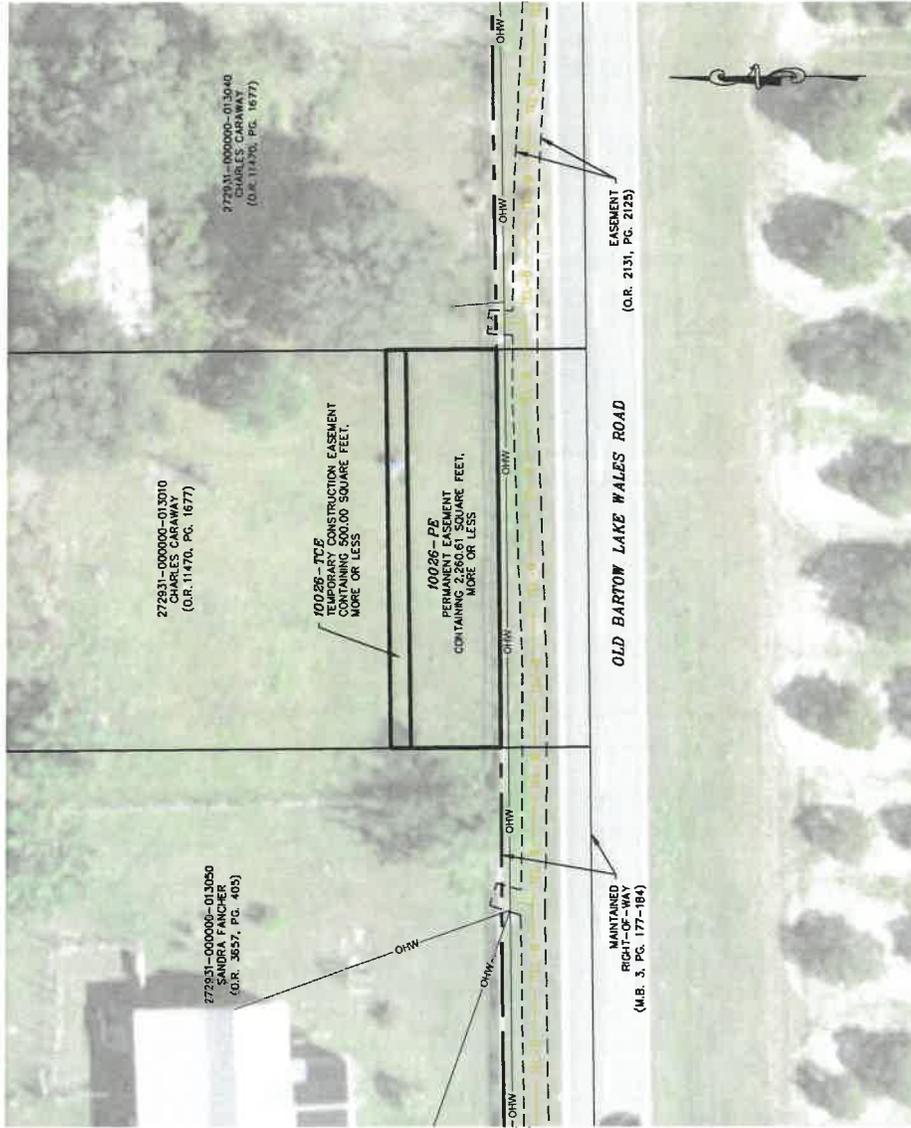
PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

SHEET NO. V-02

DRAWN BY: S. CHILDS FIELD BOOK: — PAGE: — DATE: 05/03/2024

P:\882503\CAD\Survey\KEY SHEET 1\MOUNTAIN LAKE\882503-SCC-2023-01-23-EASEMENTS.dwg 3066-TCE (2) May 03, 2024 3:32pm by: jammermann

EXHIBIT



<p>CHASTAIN SKILLMAN 200 EAST CHARGE STREET LAKELAND, FL 33850-4811 (888) 848-1022 © 2012 CHASTAIN SKILLMAN FL REG. 2012</p>	<p>PRWC</p>	<p>CHARLES CARAWAY EXHIBIT</p>	<p>FIELD BY</p>	<p>DATE 03/11/2024</p>	<p>FIELD BOOK & PAGE 000 000</p>	<p>GS PROJECT NUMBER: 8825.03</p>
			<p>PARCEL NUMBER: 10026</p>	<p>SHEET NUMBER: V-01</p>	<p>GRAPHIC SCALE (IN FEET) 1 inch = 30 feet</p>	

LEGEND:

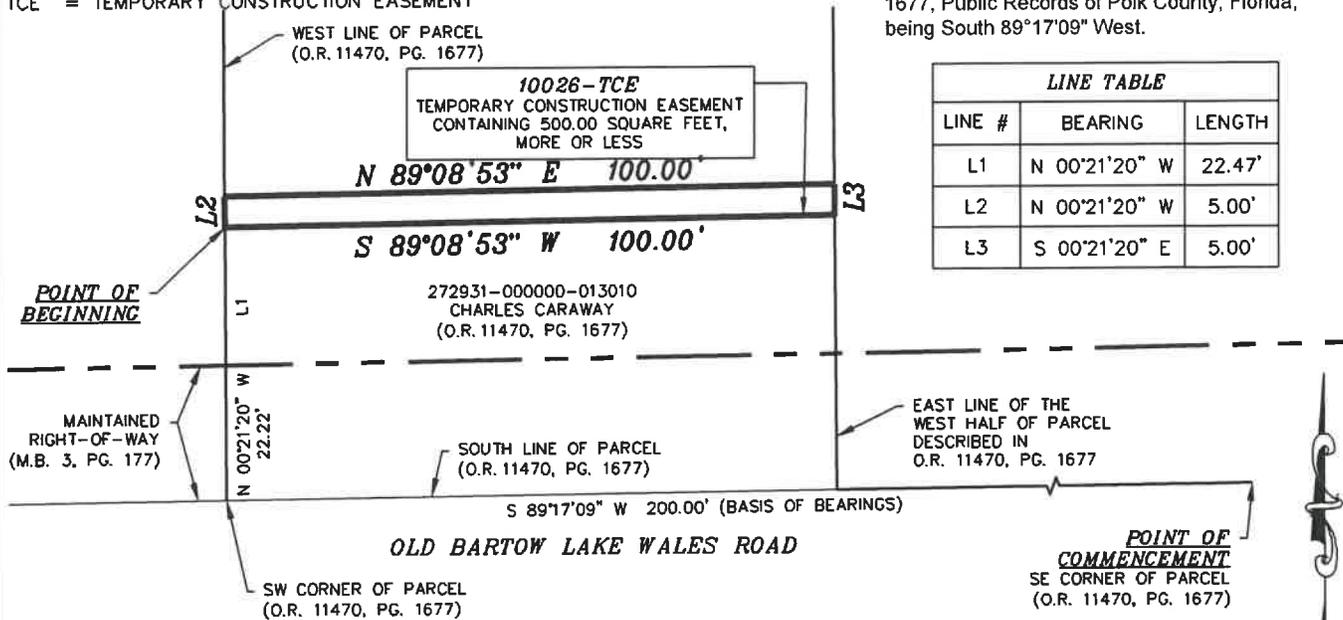
- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION AND SKETCH

10026-TCE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South line of the parcel described in Official Records Book 11470, Page 1677, Public Records of Polk County, Florida, being South 89°17'09" West.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 00°21'20" W	22.47'
L2	N 00°21'20" W	5.00'
L3	S 00°21'20" E	5.00'

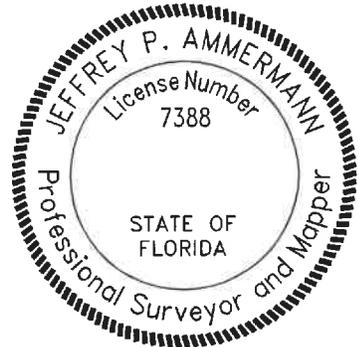
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 11470, Pages 1677 through 1678, Public Records of Polk County, Florida, located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southeast corner of said parcel; thence South 89°17'09" West, along the South line of said parcel, 200.00 feet to the Southwest corner of said parcel; thence North 00°21'20" West, along the West line of said parcel, 22.22 feet to the intersection with the North maintained right-of-way of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida; thence continue North 00°21'20" West, 22.47 feet to the POINT OF BEGINNING; thence continue North 00°21'20" West, along said West line of parcel, 5.00 feet; thence North 89°08'53" East, 100.00 feet to the East line of the West 1/2 of said parcel; thence South 00°21'10" East, along said East line, 5.00 feet; thence South 89°08'53" West, 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 Ammermann
Date: 2024.03.11 10:57:42 -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
10026-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: 03/11/2024

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LEGEND:

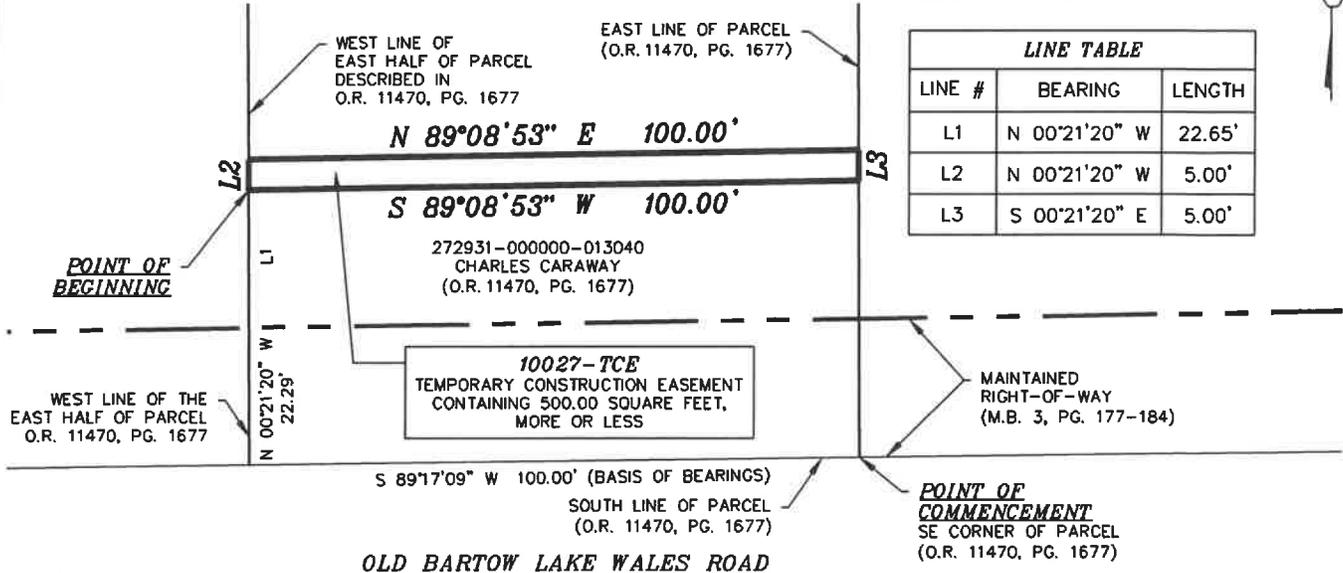
- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION AND SKETCH
10027-TCE

SCALE 1" = 30'

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South line of the parcel described in Official Records Book 11470, Pages 1677 through 1678, Public Records of Polk County, Florida, being South 89°17'09" West.



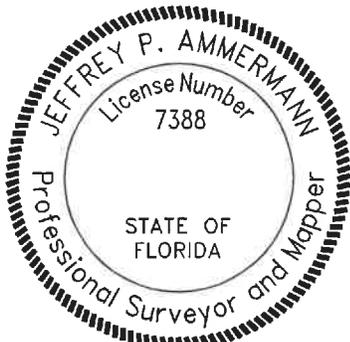
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 11470, Pages 1677 through 1678, Public Records of Polk County, located in Section 31, Township 29 South, Range 27 East, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said parcel; thence South 89°17'09" West, along the South line of said parcel, 100.00 feet to the West line of the East 1/2 of said parcel; thence North 00°21'20" West, along said West line, 22.29 feet; thence North 00°21'20" West, along said West line, 22.65 feet to the POINT OF BEGINNING; thence continue North 00°21'20" West, along said West line, 5.00 feet; thence North 89°08'53" East, 100.00 feet to the intersection with the East line of said parcel; thence South 00°21'20" East, along said East line, 5.00 feet; thence South 89°08'53" West, 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 Ammermann
Date: 2024.03.11
11:15:12 -04'00'

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

10027-TCE

SHEET NO. V-01

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

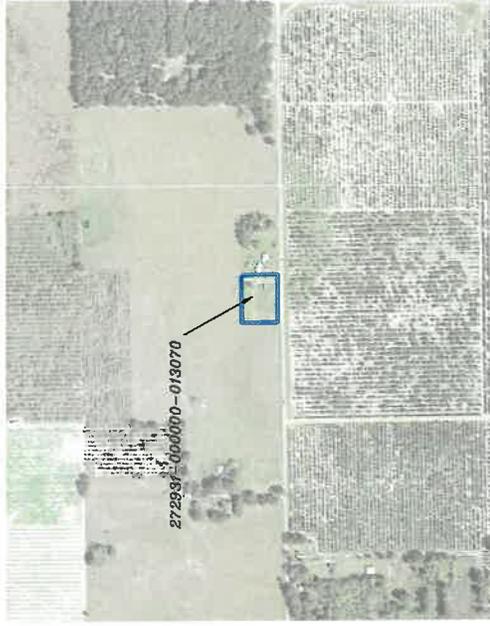
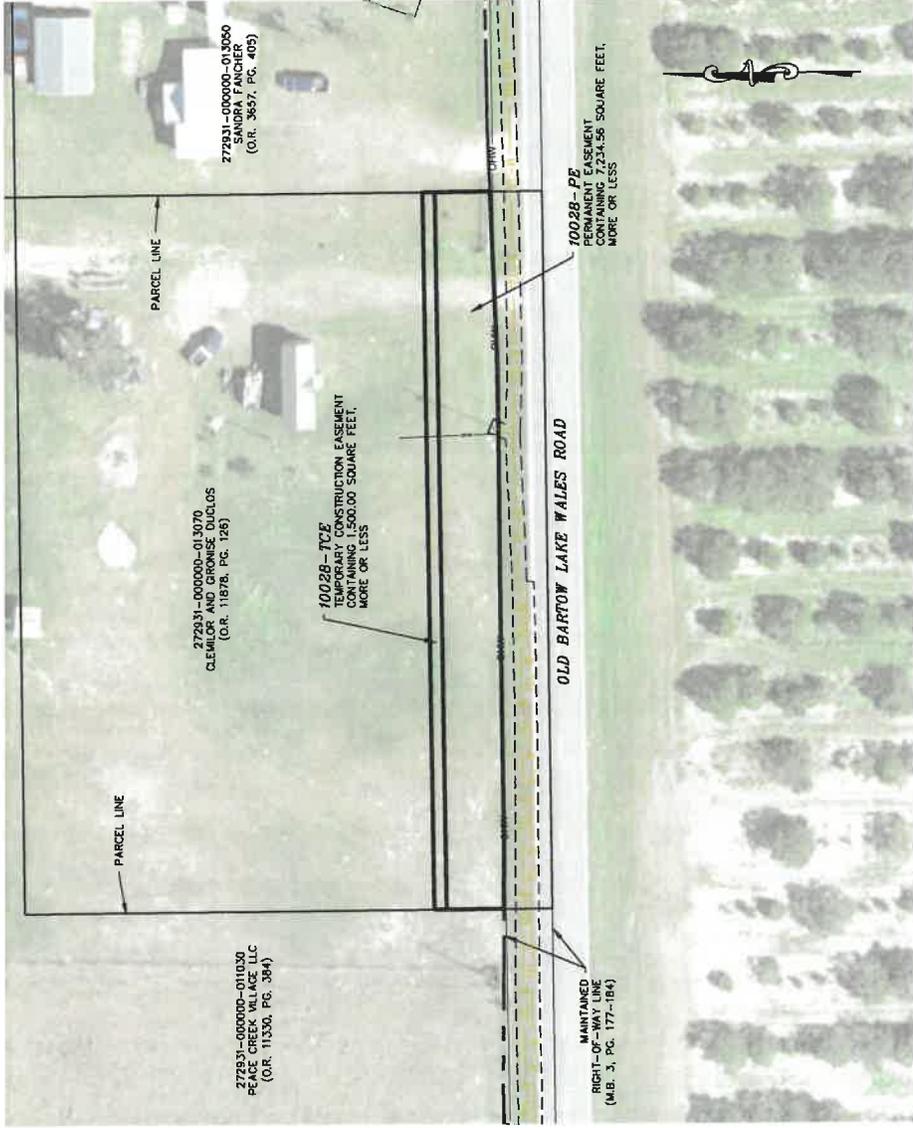
DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 03/11/2024

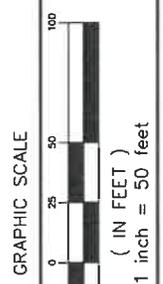
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EXHIBIT



CS PROJECT NUMBER:	8825.03
PARCEL NUMBER:	10028
SHEET NUMBER:	V-01

FIELD #:	
DATE:	03/15/24
FIELD BOOK & PAGE:	000



PRWC
CLEMILOR AND GIRONISE DUJLOS EXHIBIT



CHASTAIN SKILLMAN
26 EAST ORANGE STREET
SUITE #110
LAKE WALES, FL 33853
(888) 248-7400
C.A. NO. 21

NUMBER	
DATE	
DESCRIPTION	

LEGEND:

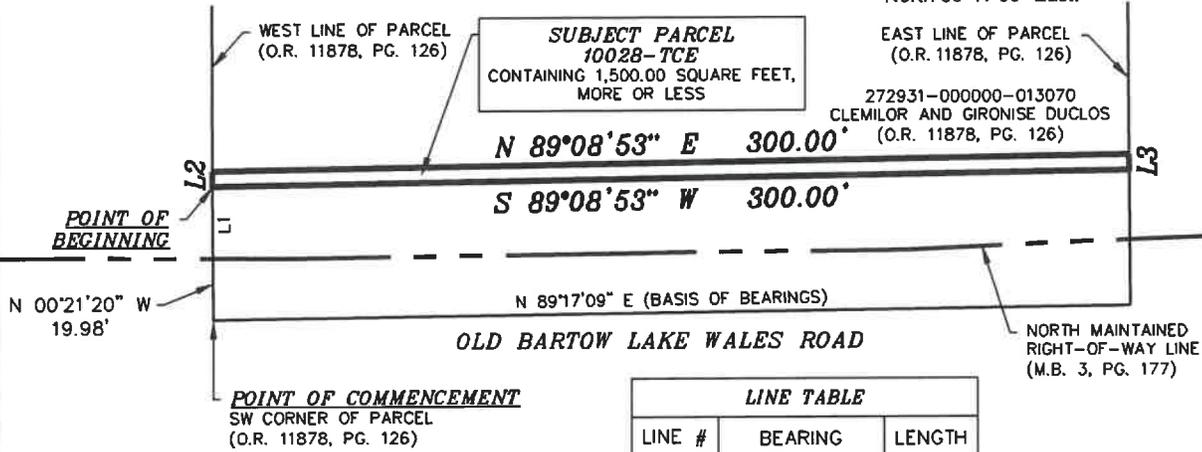
- P.B. = PLAT BOOK
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- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION AND SKETCH
10028-TCE

SCALE 1" = 60'

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South line of the parcel described in Official Records Book 11878, Page 126 through 127, Public Records of Polk County, Florida, being North 89°17'09" East.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 00°21'20" W	23.51'
L2	N 00°21'20" W	5.00'
L3	S 00°21'20" E	5.00'

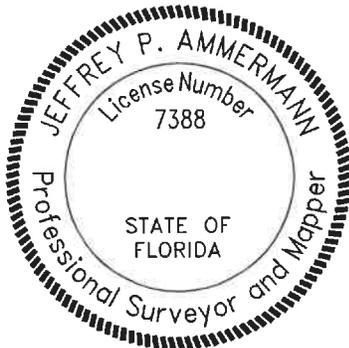
DESCRIPTION:

A parcel of land being a portion of a parcel described Official Records Book 11878, Page 126 through 127, Public Records of Polk County, Florida, located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southwest corner of said parcel; thence North 00°21'20" West, along the West line of said parcel, 19.98 feet to the intersection with the North 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 continue North 00°21'20" West, along said West line, 23.51 feet to the POINT OF BEGINNING; thence continue North 00°21'20" West, along said West line of parcel, 5.00 feet; thence North 89°08'53" East, 300.00 feet to the intersection with the East line of said parcel; thence South 00°21'20" East, along said East line, 5.00 feet; thence South 89°08'53" West, 300.00 feet to the POINT OF BEGINNING. Said parcel containing 1,500.00 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, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
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SHEET 1 OF 1

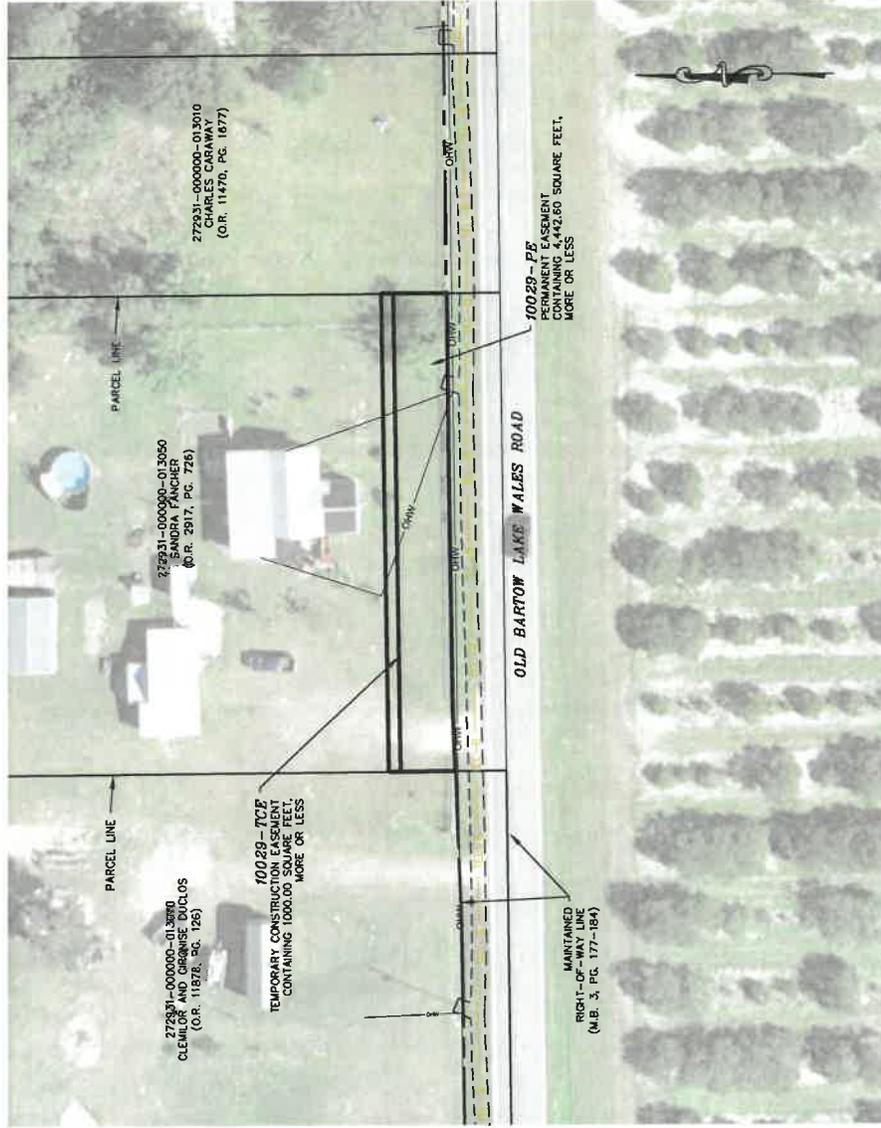
PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

DRAWN BY: S. CHILDS FIELD BOOK: — PAGE: — DATE: 03/11/2024

CS PROJECT: 8825.03
10028-TCE
SHEET NO. V-01

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EXHIBIT

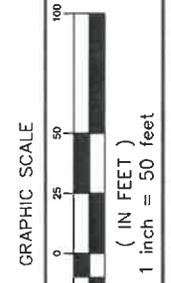


CHASTAIN SKILLMAN
 209 EAST ORANGE STREET
 LAKELAND, FL 33854-4811
 (888) 948-1422
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PRWC
 SANDRA FANCHER EXHIBIT

CS PROJECT NUMBER:	8825.03
PARCEL NUMBER:	10029
SHEET NUMBER:	V-01



DATE	
DESCRIPTION	

LEGEND:

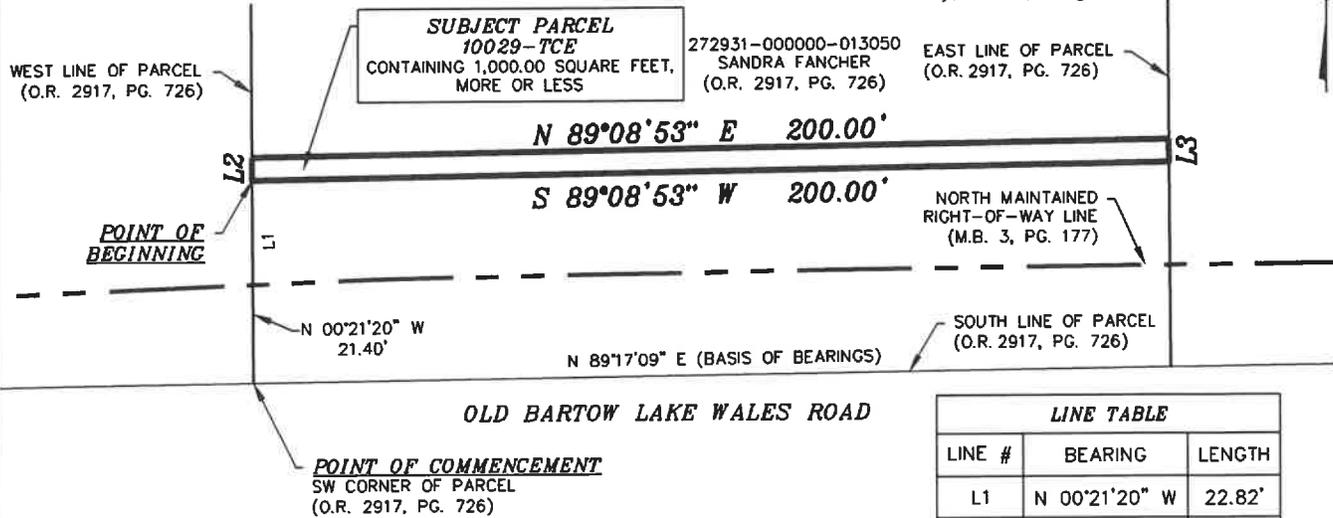
- P.B. = PLAT BOOK
- PG. = PAGE
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- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION AND SKETCH
10029-TCE

NOTES:

SCALE 1" = 40'

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South line of the parcel described in Official Records Book 2917, Page 726, Public Records of Polk County, Florida, being North 89°17'09" East.



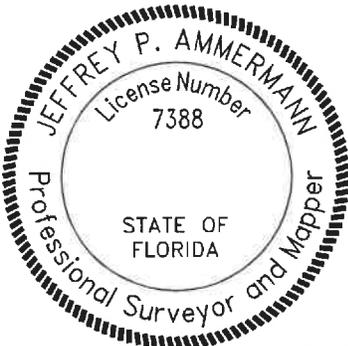
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 2917, Page 726, Public Records of Polk County, Florida, located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southwest corner of said parcel; thence North 00°21'20" West, along the West line of said parcel, 21.40 feet to the intersection with the North 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 continue North 00°21'20" West, along said West line of parcel, 22.82 feet to the POINT OF BEGINNING; thence continue North 00°21'20" West, along said West line of parcel, 5.00 feet; thence North 89°08'53" East, 200.00 feet to the intersection with the East line of said parcel; thence South 00°21'20" East, along said East line, 5.00 feet; thence South 89°08'53" West, 200.00 feet to the POINT OF BEGINNING. Said parcel containing 1,000.00 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: 2024.03.11 11:47:38 -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

10029-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: 03/11/2024

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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

Agenda Item H.4.

5/15/2024

SUBJECT

Adopt Resolution 2024-16 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #12B) 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 2024-16 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 2024-16 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #12B) 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 2024-16

**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 SELFA 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 (4072-PE), (4072-TCE), (10020-PE), (10020-TCE), (10021-PE), (10021-TCE), (10030-PE), (10030-TCE), (10043-PE) and (10043-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 15th day of May, 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 12 Pages]

DESCRIPTION
4072-PE

DESCRIPTION:

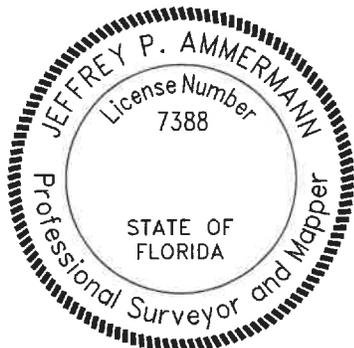
A parcel of land being a portion of a parcel described in Official Records Book 10797, Pages 792 through 793, Public Records of Polk County, Florida, located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 31; thence North 74°01'39" East, 537.00 feet to the Northwest corner of said parcel; thence South 08°01'39" East, along the West line of said parcel, 1.86 feet to the intersection with 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, and the POINT OF BEGINNING; thence North 72°05'53" East, along said South maintained right-of-way line, 20.34 feet to the North line of said parcel; thence North 77°20'05" East (South 77°20'21" West per Official Records Book 10797, Pages 792 through 793), along the North line of said parcel, 313.91 feet to the intersection with said South maintained right-of-way line; thence South 82°15'37" East, along said South line, 8.60 feet to the East line of said parcel; thence South 08°25'40" East, along said East line, 21.58 feet; thence North 71°43'17" West, 14.12 feet; thence South 77°04'21" West, 97.71 feet; thence South 31°23'44" West, 21.81 feet; thence South 75°57'50" West, 35.88 feet; thence North 58°33'04" West, 21.72 feet; thence South 76°06'05" West, 165.91 feet to the West line of said parcel; thence North 08°01'39" West, along said West line, 20.90 feet to the POINT OF BEGINNING.

Said parcel containing 7,413.61 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2024.03.21
16:31:25 -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 2
SEE SHEET 2 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

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

CS PROJECT: 8825.03
4072-PE
SHEET NO. V-01

DRAWN BY: S. CHILDS	FIELD BOOK: — PAGE: —	DATE: 03/21/2024
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P: \882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESMITS.dwg 4072-PE Mar 21, 2024 1:38pm by: jammermann

LEGEND:

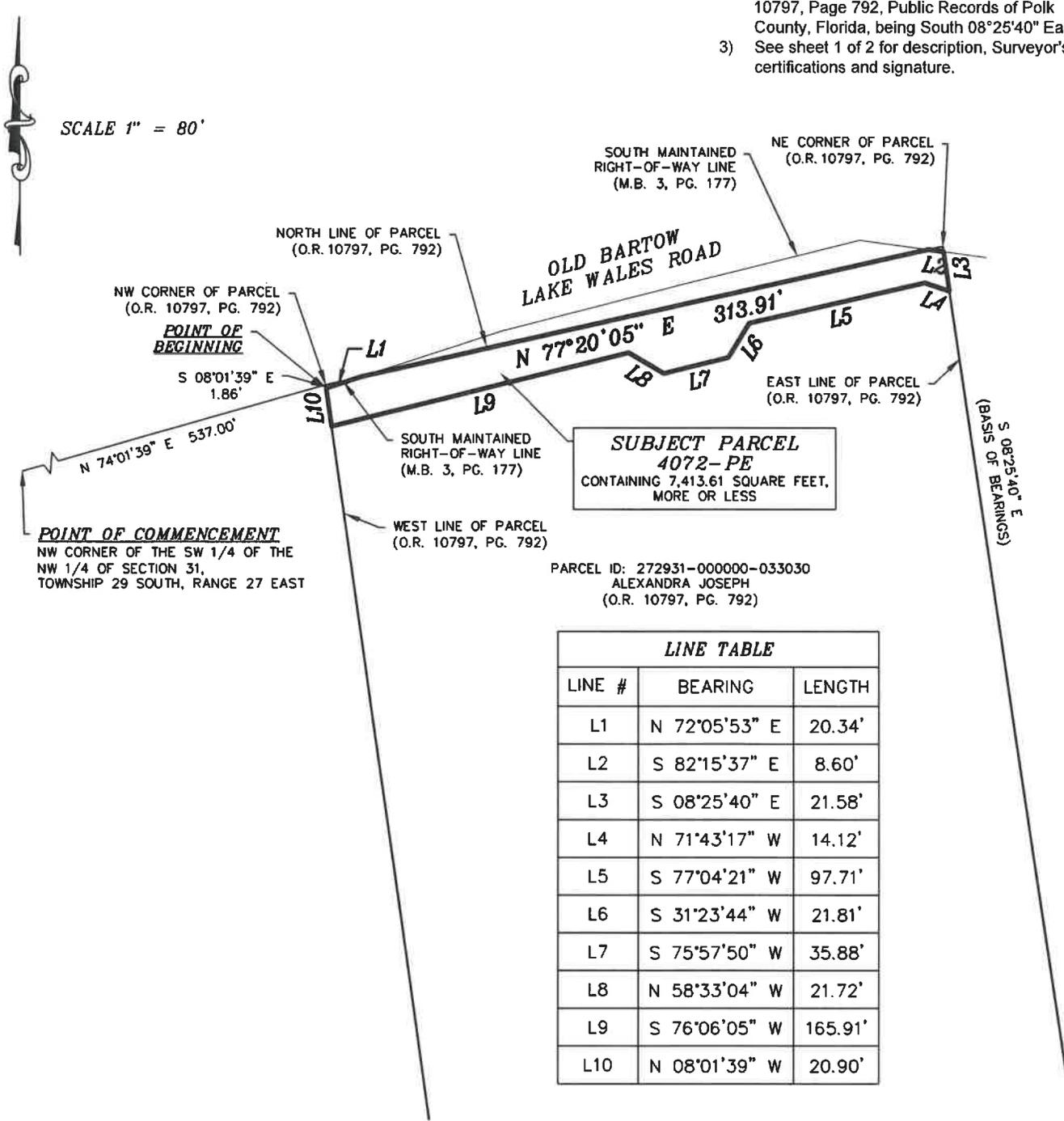
- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ID = IDENTIFICATION

DESCRIPTION SKETCH
4072-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 10797, Page 792, Public Records of Polk County, Florida, being South 08°25'40" East.
- 3) See sheet 1 of 2 for description, Surveyor's certifications and signature.

SCALE 1" = 80'



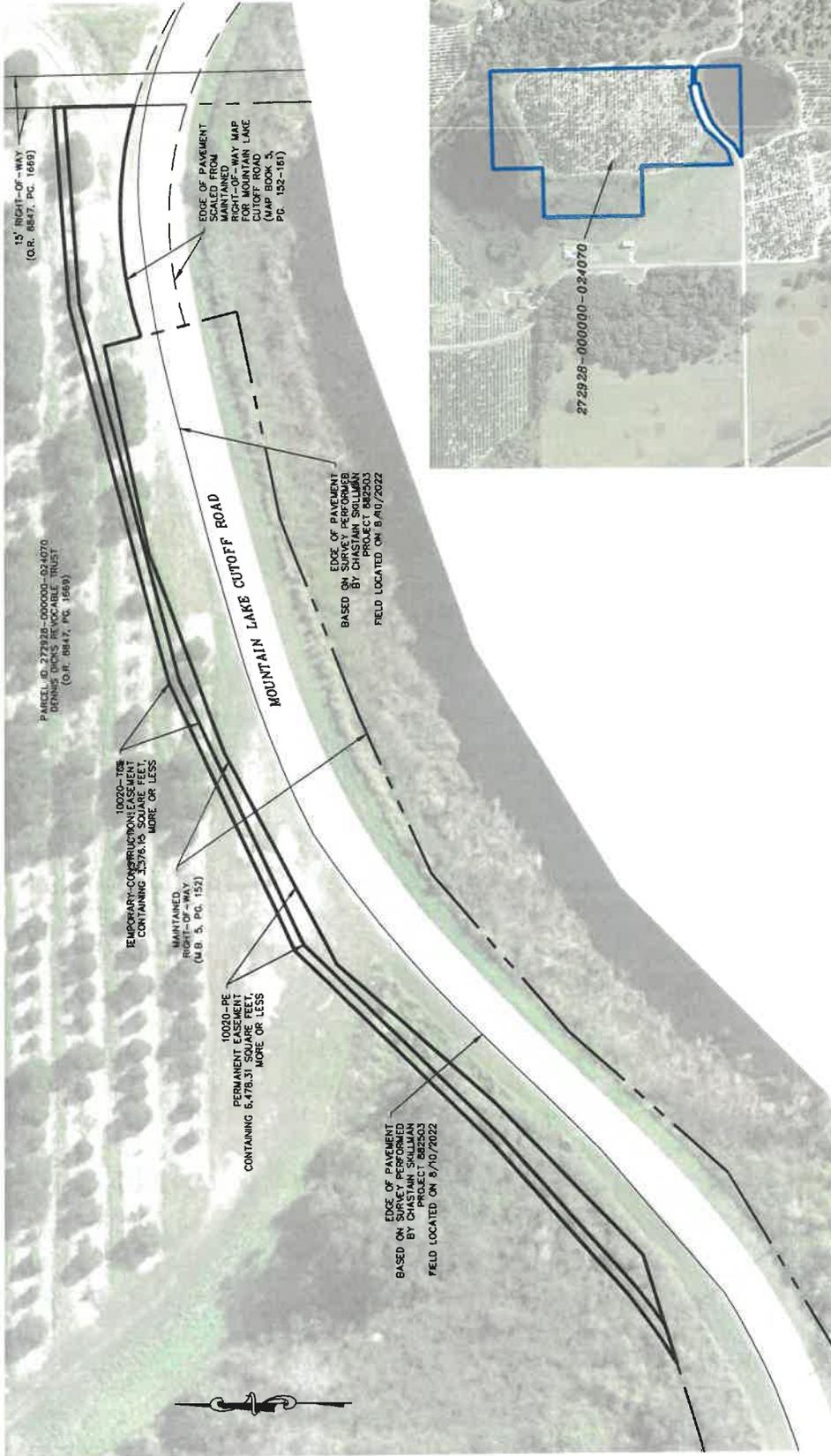
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 72°05'53" E	20.34'
L2	S 82°15'37" E	8.60'
L3	S 08°25'40" E	21.58'
L4	N 71°43'17" W	14.12'
L5	S 77°04'21" W	97.71'
L6	S 31°23'44" W	21.81'
L7	S 75°57'50" W	35.88'
L8	N 58°33'04" W	21.72'
L9	S 76°06'05" W	165.91'
L10	N 08°01'39" W	20.90'

SHEET 2 OF 2

PREPARED BY: CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262			CS PROJECT: 8825.03
DRAWN BY: S. CHILDS			4072-PE
FIELD BOOK: — PAGE: —	DATE: 03/21/2024	SHEET NO. V-02	

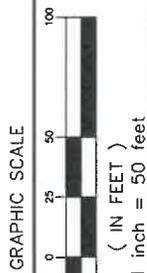
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EXHIBIT



CS PROJECT NUMBER:	8825.03
PARCEL NUMBER:	10020
SHEET NUMBER:	V-01

FIELD BY:	N/A
DATE:	07/22/24
FIELD BOOK & PAGE:	N/A



CHASTAIN-SKILLMAN
209 EAST ORANGE STREET
LAKELAND, FL 33801-4811
(883) 646-1427
C.S. No. 03

PRWC

DENNIS DICKS REVOCABLE TRUST EXHIBIT

MAKER

DATE

DATE

DATE

DESCRIPTION
10020-PE

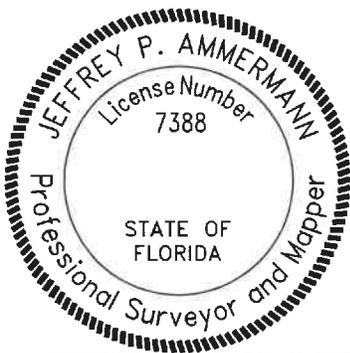
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 8847, Pages 1669 through 1672, Public Records of Polk County, Florida, located in Section 28, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 28; thence South 89°03'12" West, along the South line of said Southwest 1/4 of the Southeast 1/4, a distance of 15.00 feet to the intersection with the West right-of-way line as described in said Official Records Book 8847, Pages 1669 through 1672; thence North 01°00'16" West, along said West right-of-way line, also being 15.00 feet West of and parallel to the East line of said Southwest 1/4 of the Southeast 1/4, a distance of 324.27 feet to the intersection with the North edge of pavement as scaled from the maintained right-of-way map 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; said point lying on a non-tangent curve to the left having a radius of 186.90 feet, a central angle of 33°55'20", a chord bearing of South 88°22'14" West, and a chord distance of 109.04 feet; thence along the arc of said curve and said scaled edge of pavement, 110.66 feet to the North maintained right-of-way line of said Mountain Lake Cutoff Road; thence along said North maintained right-of-way line the following seven (7) courses; thence (1) North 14°38'58" West, 18.04 feet; thence (2) South 77°48'46" West, 100.09 feet; thence (3) South 69°31'35" West, 100.52 feet; thence (4) South 62°18'07" West, 113.85 feet; thence (5) South 41°20'56" West, 100.35 feet; thence (6) South 46°05'36" West, 100.00 feet; thence (7) South 72°52'55" West, 35.52 feet to the intersection with a non-tangent curve to the left having a radius of 299.57 feet, a central angle of 04°06'31", a chord bearing of North 53°22'31" East, and a chord distance of 21.48 feet; thence along the arc of said curve, 21.48 feet; thence North 48°32'45" East, 98.28 feet; thence North 44°24'45" East, 129.77 feet; thence North 64°58'29" East, 138.76 feet; thence North 75°13'35" East, 183.47 feet; thence North 85°34'24" East, 93.52 feet to the intersection with said West right-of-way line described in Official Records Book 8847, Pages 1669 through 1672; thence South 01°00'16" East, along said West right-of-way line, 33.28 feet to the POINT OF BEGINNING. Said parcel containing 6,478.31 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: 2024.03.28
11:29:18 -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 2

SEE SHEET 2 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

CS PROJECT: 8825.03

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

DRAWN BY: S. CHILDS

FIELD BOOK: — **PAGE:** —

DATE: 03/28/2024

SHEET NO. V-01

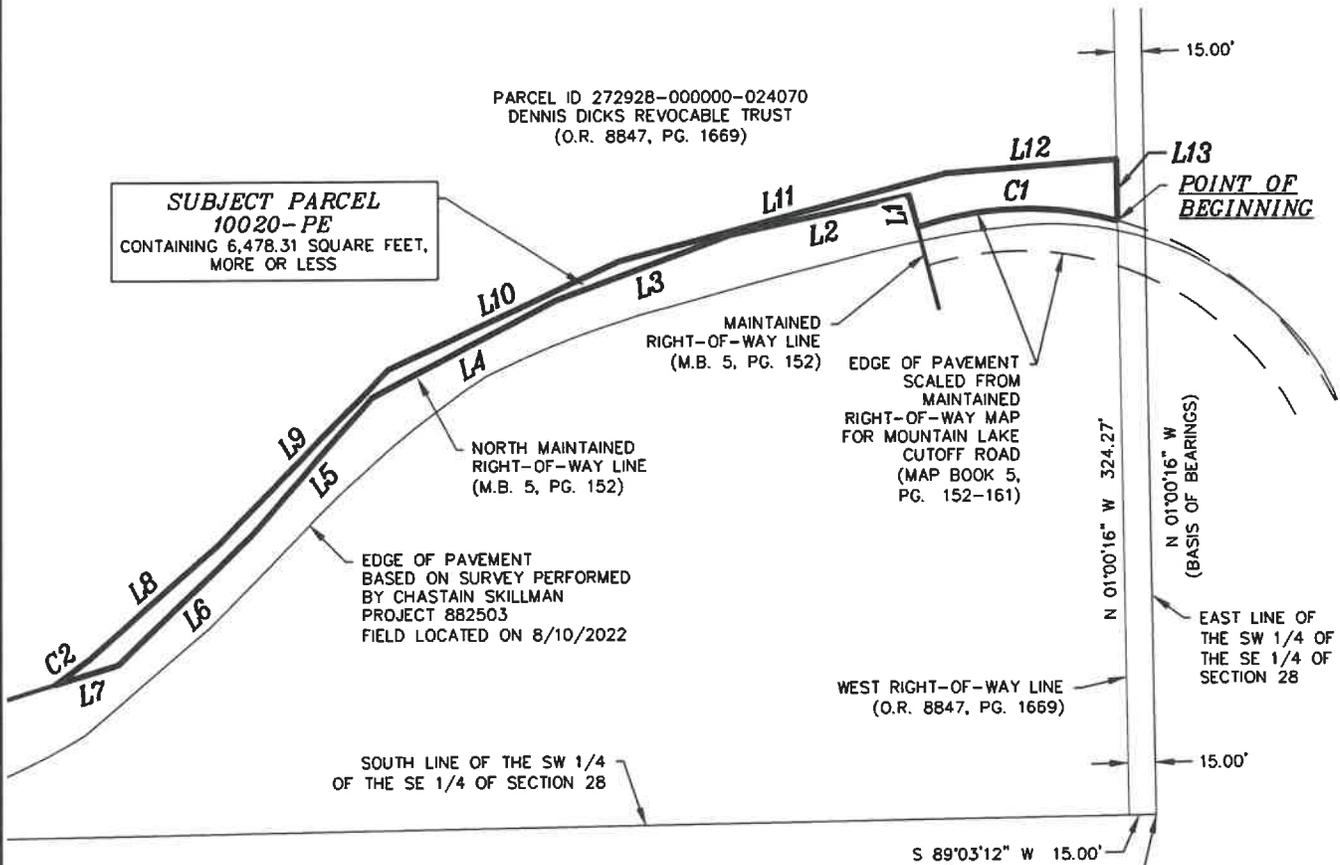
P:\882503\CAD\Survey\KEY SHEET 2 (8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESMITS.dwg 10020-PE Mar 28, 2024 11:03am by: jammermann

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
10020-PE

CURVE TABLE					
CURVE #	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	186.90'	110.65'	109.04'	S 88°22'14" W	33°55'20"
C2	299.57'	21.48'	21.48'	N 53°22'31" E	4°06'31"



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 14°38'58" W	18.04'
L2	S 77°48'46" W	100.09'
L3	S 69°31'35" W	100.52'
L4	S 62°18'07" W	113.85'
L5	S 41°20'56" W	100.35'
L6	S 46°05'36" W	100.00'
L7	S 72°52'55" W	35.52'
L8	N 48°32'45" E	98.28'
L9	N 44°24'45" E	129.77'
L10	N 64°58'29" E	138.76'
L11	N 75°13'35" E	183.47'
L12	N 85°34'24" E	93.52'
L13	S 01°00'16" E	33.28'

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the Southwest 1/4 of the Southeast 1/4 of Section 28, Township 29 South, Range 27 East, Polk County, Florida, being North 01°00'16" West.
- 3) See sheet 1 of 2 for description, certifications, surveyor's signature and seal.
- 4) The scaled edge of pavement shown below was scaled from the maintained right-of-way map for Mountain Lake Cutoff Road depicted in Map Book 5, Pages 152 through 161. The edge of pavement that was field located on 08/10/2023 was taken from the Topographic Survey performed by Chastain Skillman, under project number 882503 and is shown for reference purposes.

SCALE 1" = 100'

SHEET 2 OF 2

CS PROJECT: 8825.03
10020-PE
SHEET NO. V-02

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: 03/28/2024

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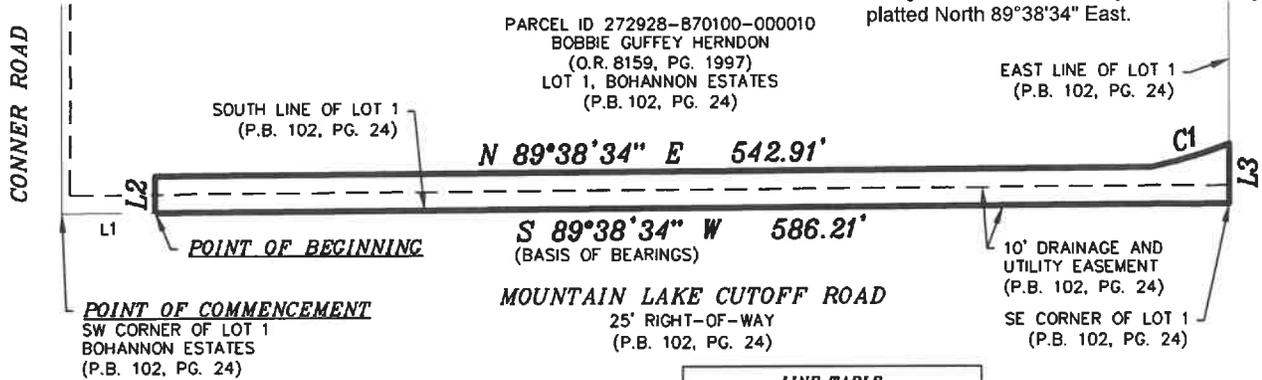
LEGEND:

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

DESCRIPTION AND SKETCH
10021-PE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South line of the Lot 1, Bohannon Estates as recorded in Plat Book 102, Page 24, Public Records of Polk County, Florida being in Section 28, Township 29 South, Range 27 East, Polk County, Florida, being platted North 89°38'34" East.



CURVE TABLE					
CURVE #	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	294.57'	45.05'	45.00'	N 73°28'16" E	8°45'43"

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 89°38'34" E	50.43'
L2	N 00°02'25" W	20.00'
L3	S 00°18'22" E	32.53'

SCALE 1" = 100'

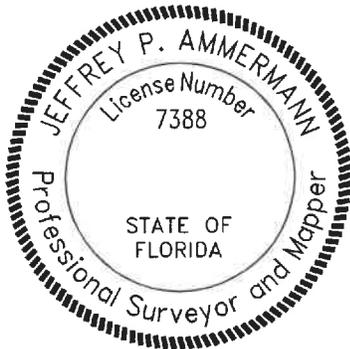
DESCRIPTION:

A parcel of land being a portion of Lot 1, BOHANNON ESTATES, as recorded in Plat Book 102, Page 24, described in Official Records Book 8159, Pages 1997 through 1998, Public Records of Polk County, Florida, located in Section 28, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southwest corner of said Lot 1; thence North 89°38'34" East, along the South line of said Lot 1, a distance of 50.43 feet to the POINT OF BEGINNING; thence North 00°02'25" West, 20.00 feet to the intersection of a line being 20.00 feet North of and parallel to said South line of Lot 1; thence North 89°38'34" East, along said parallel line, 542.91 feet to a non-tangent curve to the left having a radius of 294.57 feet, a central angle of 08°45'43", a chord bearing of North 73°28'16" East, and a chord distance of 45.00 feet; thence along the arc of said curve, 45.05 feet to the East line of said Lot 1; thence South 00°18'22" East, along said East line, 32.53 feet to the Southeast corner of said Lot 1; thence South 89°38'34" West, along said South line of Lot 1, a distance of 586.21 feet to the POINT OF BEGINNING. Said parcel containing 11,968.31 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: 2024.03.13
17:30:12 -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
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SHEET 1 OF 1

CS PROJECT: 8825.03

10021-PE

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: 03/13/2024

P:\882503\CAD\Survey\KEY-SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-03-18-ESM1S.dwg 10021-PE Mar 13, 2024 5:29pm by: jammermann

LEGEND:

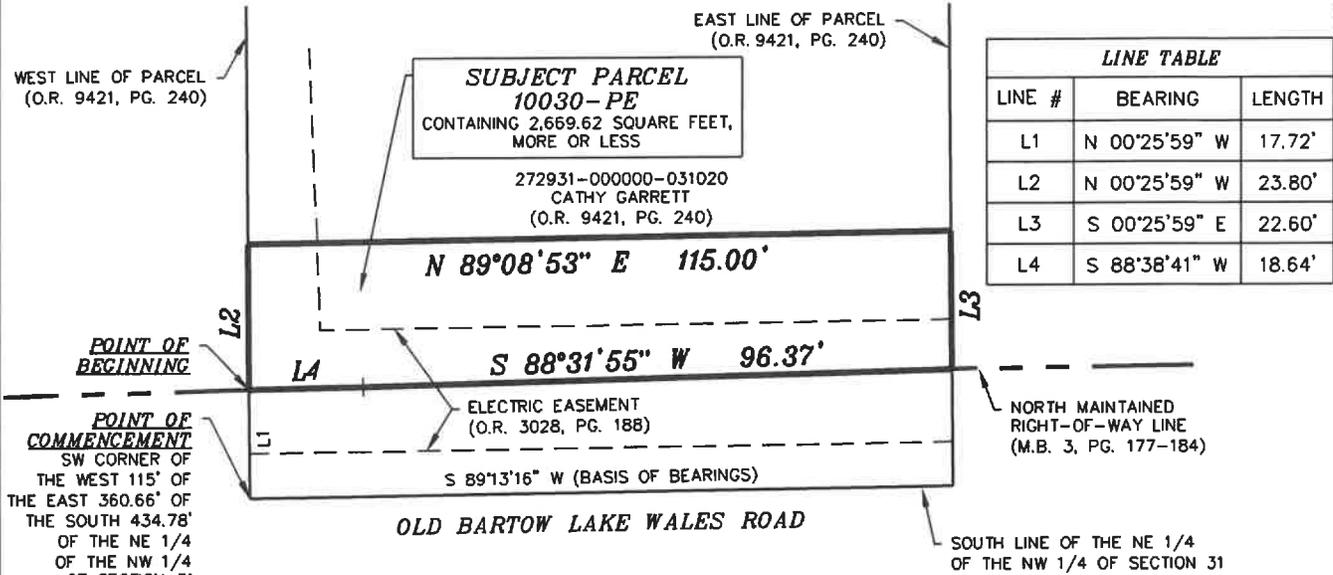
- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION AND SKETCH
10030-PE

SCALE 1" = 30'

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South line of the NE 1/4, of the NW 1/4 of Section 31, being South 89°13'16" West.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 00°25'59" W	17.72'
L2	N 00°25'59" W	23.80'
L3	S 00°25'59" E	22.60'
L4	S 88°38'41" W	18.64'

DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 9421, Page 240, Public Records of Polk County, Florida, located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southwest corner of the West 115 feet of the East 360.66 feet of the South 434.78 feet of the Northeast 1/4 of the Northwest 1/4 of said Section 31; thence North 00°25'59" West, along the West line of said West 115 feet of the East 360.66 feet of the South 434.78 feet, 17.72 feet to the intersection with the North 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, being the POINT OF BEGINNING; thence continue North 00°25'59" West, along the West line of said parcel, 23.80 feet; thence North 89°08'53" East, 115.00 feet to the intersection with the East line of said parcel; thence South 00°25'59" East, along said East line, 22.60 feet to the intersection with said North maintained right-of-way line; thence South 88°31'55" West, along said North line, 96.37 feet; thence South 88°38'41" West, along said North line, 18.64 feet the POINT OF BEGINNING. Said parcel containing 2,669.62 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
12:52:00 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMAN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 1

CS PROJECT: 8825.03

10030-PE

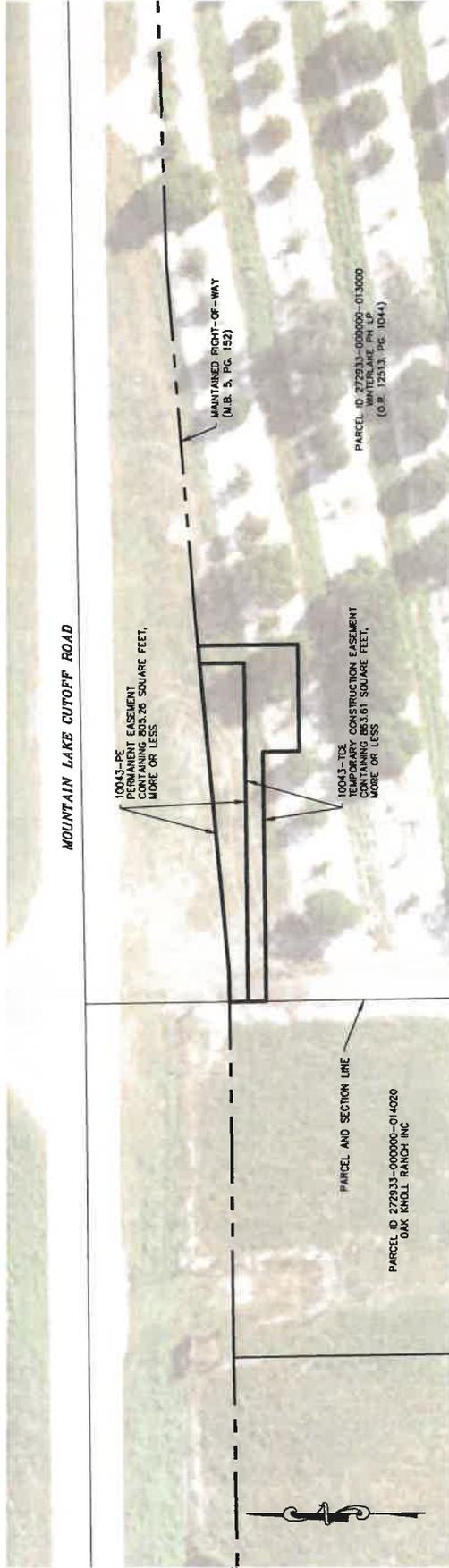
SHEET NO. V-01

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

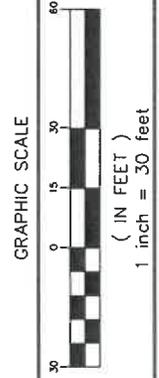
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EXHIBIT



CS PROJECT NUMBER:	8825.03
PARCEL NUMBER:	10043
SHEET NUMBER:	V-01

FIELD BY:	
DATE:	02/29/2024
FIELD BOOK & PAGE:	100 200



PRWC
WINTERLAKE PH LP EXHIBIT



CHASTAIN SKILLMAN
200 EAST ORANGE STREET
LAKE ARROWHEAD, CA 92511
(951) 862-1422
CA. No. 912

DATE	DESCRIPTION

LEGEND:

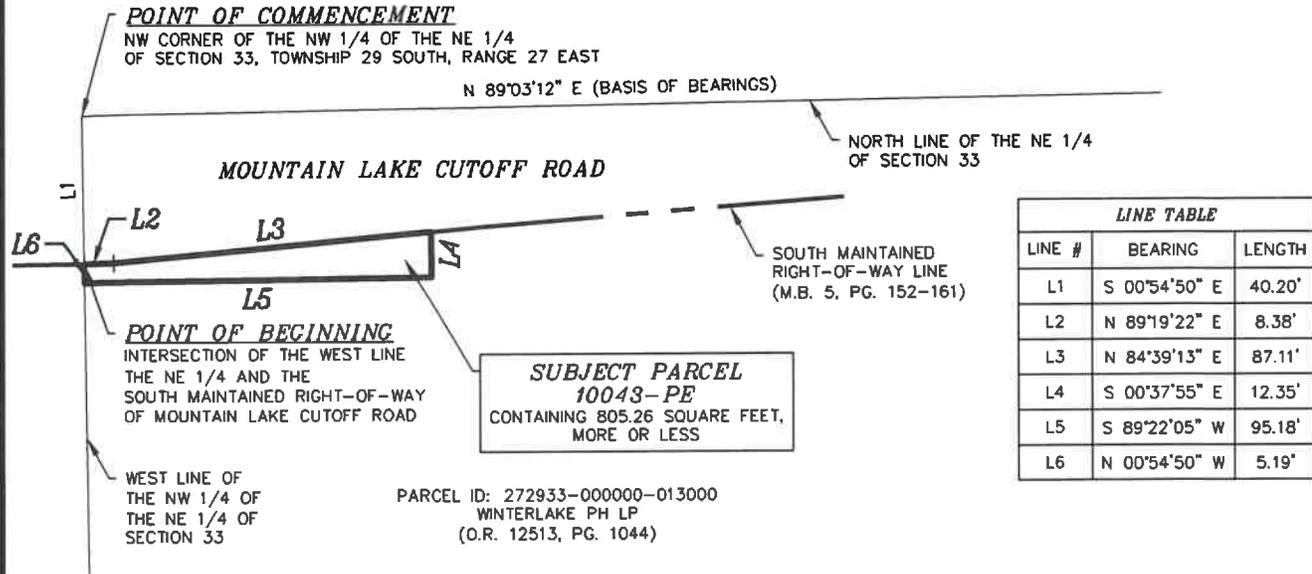
- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ID = IDENTIFICATION

DESCRIPTION AND SKETCH
10043-PE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northeast 1/4 of Section 33, Township 29 South, Range 27 East, Polk County, Florida, being North 89°03'12" East.

SCALE 1" = 50'



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°54'50" E	40.20'
L2	N 89°19'22" E	8.38'
L3	N 84°39'13" E	87.11'
L4	S 00°37'55" E	12.35'
L5	S 89°22'05" W	95.18'
L6	N 00°54'50" W	5.19'

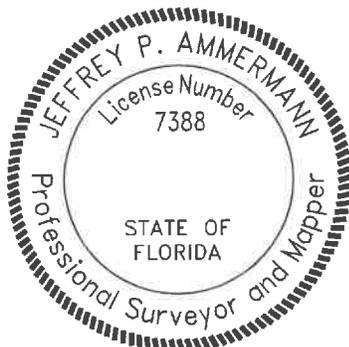
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 12513, Pages 1044 through 1045, located in Section 33, Township 29 South, Range 27 East, Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 33; thence South 00°54'50" East, along the West line of said Northwest 1/4 of the Northeast 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 North 89°19'22" East, along said South line, 8.38 feet; thence North 84°39'13" East, along said South line, 87.11 feet; thence South 00°37'55" East, 12.35 feet; thence South 89°22'05" West, 95.18 feet to said West line of the Northwest 1/4 of the Northeast 1/4; thence North 00°54'50" West, along said West line, 5.19 feet to the POINT OF BEGINNING. Said parcel containing 805.26 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: 2024.02.29
11:15:07 -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

10043-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: 02/29/2024

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-JPA-2024-02-28-ESMITS.dwg 10043-PE Feb 29, 2024 10:57am 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 perpetual right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.
2. In the event that the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact Owner's improvements, PRWC shall, to the extent practicable, relocate or replace with the same, like, or better quality and at their original locations or as near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields, that PRWC damaged or caused to be removed, relocated or replaced from the Easement before or during initial construction and installation of the water transmission line or lines and related fixtures and/or appurtenances. Furthermore subject to PRWC's acquired easement rights, PRWC will restore the surface of all disturbed areas within the Easement to its original contour and condition, as near as is reasonably practicable.
3. This Grant of Easement shall not be construed as a grant of right of way and is limited to a PRWC Easement. The Owner shall have the right to use the area subject to the Easement granted hereby, including without limitation for improved parking areas, improved driveways, and landscaping, which are not inconsistent with the use of the Easement by PRWC for the purposes granted hereby. Inconsistent improvements to the use of the Easement by Owner for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific written approval of PRWC, the limited use of trees, walls, and mounded landscaping may be utilized within the Easement by Owner.
4. Owner reserves the right to grant permission or other easements to other parties for ingress and egress. In addition, the Owner reserves the right to grant

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

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

EXHIBIT C

Nonexclusive Temporary Construction Easement Legal Descriptions

[See Attached 12 Pages]

DESCRIPTION
4072-TCE

DESCRIPTION:

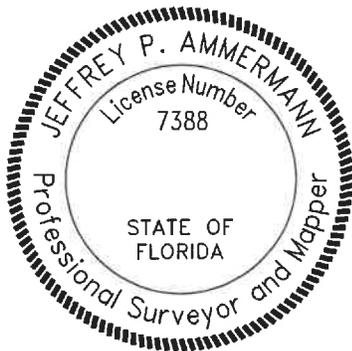
A parcel of land being a portion of a parcel described in Official Records Book 10797, Pages 792 through 793, Public Records of Polk County, Florida, located in the Northwest 1/4 of Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 31; thence North 74°01'39" East, 537.00 feet to the Northwest corner of said parcel; thence South 08°01'39" East, along the West line of said parcel, 1.86 feet; thence continue South 08°01'39" East, along said West line, 20.90 feet to the POINT OF BEGINNING; thence North 76°06'05" East, 165.91 feet; thence South 58°33'04" East, 21.72 feet; thence North 75°57'50" East, 35.88 feet; thence North 31°23'44" East, 21.81 feet; thence North 77°04'21" East, 97.71 feet; thence South 71°43'17" East, 14.12 feet to the East line of said parcel; thence South 08°25'40" East, along said East line, 5.99 feet; thence North 69°45'30" West, 15.14 feet; thence South 77°04'21" West, 89.53 feet; thence South 12°55'39" East, 15.17 feet; thence South 75°57'50" West, 80.48 feet; thence North 13°56'30" West, 15.50 feet; thence South 76°06'02" West, 159.34 feet to the West line of said parcel; thence North 08°01'39" West, along said West line, 5.03 feet to the POINT OF BEGINNING.

Said parcel containing 2,176.07 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: 2024.03.21
16:32:14 -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 2
SEE SHEET 2 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

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

CS PROJECT: 8825.03
4072-TCE
SHEET NO. V-01

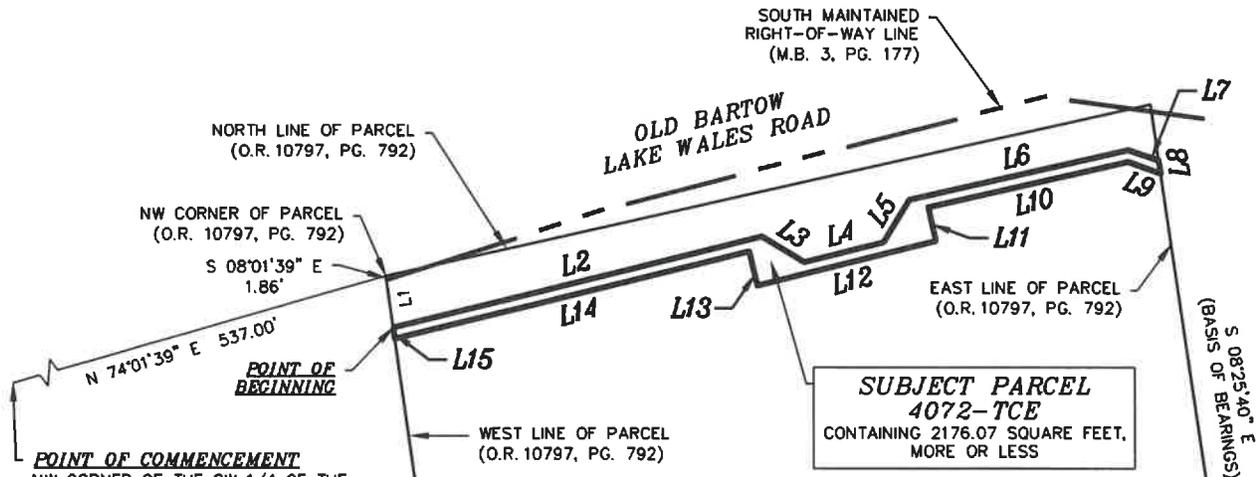
DRAWN BY: S. CHILDS FIELD BOOK: — PAGE: — DATE: 03/21/2024

P:\882503\CAD\Survey\KEY-SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SGC-2023-08-21-ESMITS.dwg 4072-TCE Mar 21, 2024 4:24pm 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
4072-TCE



PARCEL ID: 272931-000000-033030
ALEXANDRA JOSEPH
(O.R. 10797, PG. 792)

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 08°01'39" E	20.90'
L2	N 76°06'05" E	165.91'
L3	S 58°33'04" E	21.72'
L4	N 75°57'50" E	35.88'
L5	N 31°23'44" E	21.81'
L6	N 77°04'21" E	97.71'
L7	S 71°43'17" E	14.12'
L8	S 08°25'40" E	5.99'
L9	N 69°45'30" W	15.14'
L10	S 77°04'21" W	89.53'
L11	S 12°55'39" E	15.17'
L12	S 75°57'50" W	80.48'
L13	N 13°56'30" W	15.50'
L14	S 76°06'02" W	159.34'
L15	N 08°01'39" W	5.03'

SCALE 1" = 80'

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the parcel described in Official Records Book 10797, Pages 792 through 793, Public Records of Polk County, Florida, being South 08°25'40" East.
- 3) See sheet 1 of 2 for description, Surveyor's certifications and signature.

SHEET 2 OF 2

CS PROJECT: 8825.03

4072-TCE

SHEET NO. V-02

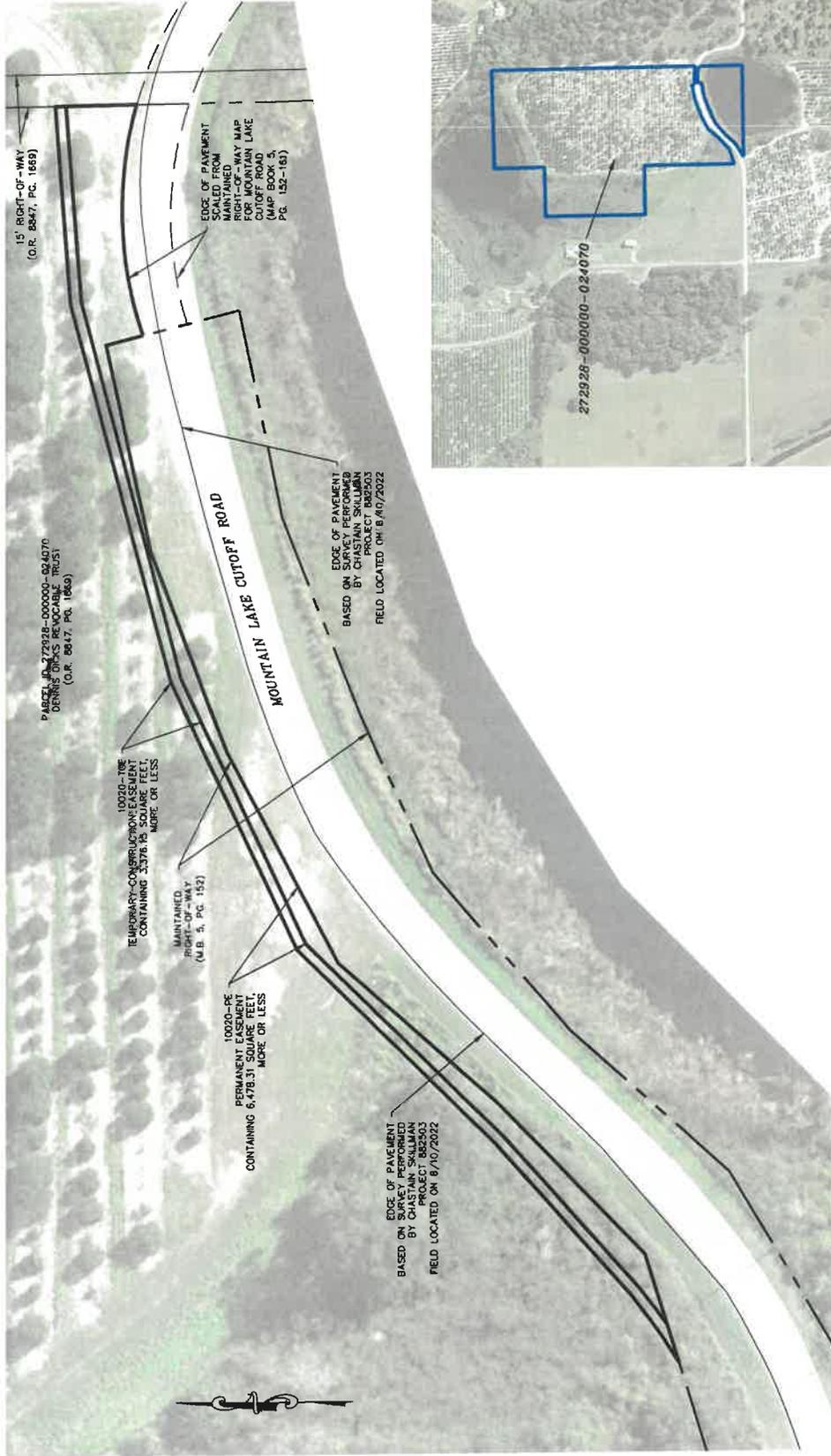
PREPARED BY: CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

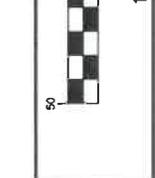
DATE: 03/21/2024

EXHIBIT



CS PROJECT NUMBER:	8825.03
PARCEL NUMBER:	10020
SHEET NUMBER:	V-01

FIELD BY:	N/A
DATE:	02/28/24
FIELD BOOK & PAGE:	N/A



PRWC
DENNIS DICKS REVOCABLE TRUST EXHIBIT



CHASTAINSKILLMAN
295 EAST ORANGE STREET
LAKELAND, FL 33801-4811
(863) 945-1622
© 2024 CHASTAINSKILLMAN.COM 04/20/2024

REVISION	
DATE	
MAKER	

DESCRIPTION
10020-TCE

DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 8847, Pages 1669 through 1672, Public Records of Polk County, Florida, located in Section 28, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 28; thence South 89°03'12" West, along the South line of said Southwest 1/4 of the Southeast 1/4, a distance of 15.00 feet to the intersection with the West right-of-way line as described in said Official Records Book 8847, Pages 1669 through 1672; thence North 01°00'16" West, along said West right-of-way line, also being 15.00 feet West of and parallel to the East line of said Southwest 1/4 of the Southeast 1/4, a distance of 324.27 feet to the intersection with the North edge of pavement as scaled from the maintained right-of-way map of Mountain Lake Cutoff Road as depicted in Map Book 5, Pages 152 through 161, Public Records of Polk County, Florida; thence continue North 01°00'16" West, along said West right-of-way line, 33.28 feet to the POINT OF BEGINNING; thence South 85°34'24" West, 93.52 feet; thence South 75°13'35" West, 183.47 feet; thence South 64°58'29" West, 138.76 feet; thence South 44°24'45" West, 129.77 feet; thence South 48°32'45" West, 98.28 feet to a non-tangent curve to the right having a radius of 299.57 feet, a central angle of 04°06'31", a chord bearing of South 53°22'31" West, and a chord distance of 21.48 feet; thence along the arc of said curve, 21.48 feet to the intersection with said North maintained right-of-way line of Mountain Lake Cutoff Road; thence South 72°52'55" West, along said North line, 18.42 feet to a non-tangent curve to the left having a radius of 294.57 feet, a central angle of 07°30'18", a chord bearing of North 55°05'50" East, and a chord distance of 38.56 feet; thence along the arc of said curve, 38.59 feet; thence North 48°32'45" East, 97.97 feet; thence North 44°24'45" East, 130.50 feet; thence North 64°58'29" East, 140.11 feet; thence North 75°13'35" East, 184.37 feet; thence North 85°34'24" East, 94.27 feet to the intersection with said West right-of-way line described in Official Records Book 8847, Pages 1669 through 1672; thence South 01°00'16" East, along said West right-of-way line, 5.01 feet to the POINT OF BEGINNING. Said parcel containing 3,376.15 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: 2024.03.28
11:30:36 -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 2

SEE SHEET 2 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

CS PROJECT: 8825.03

10020-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: 03/28/2024

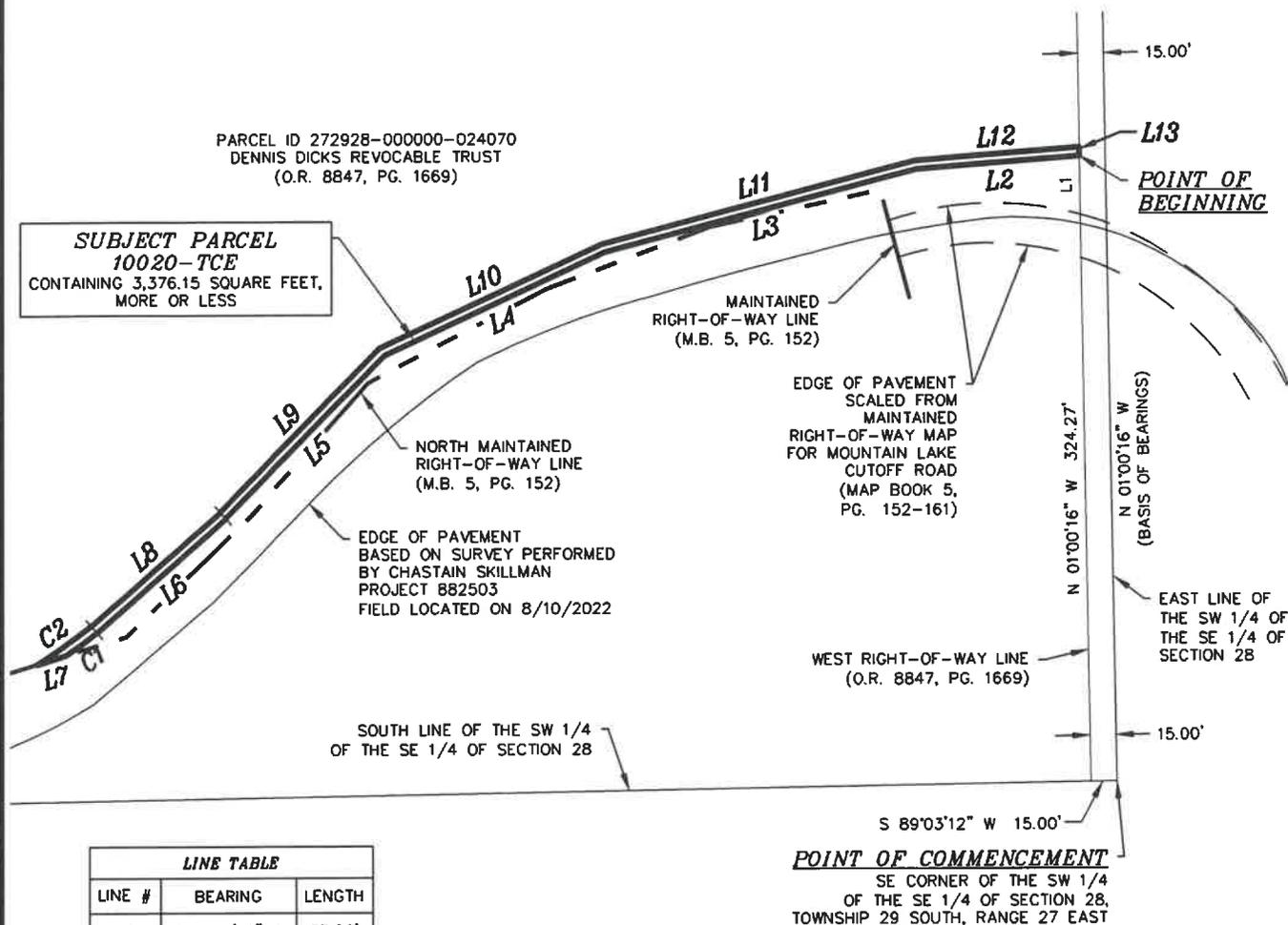
P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\TS.dwg 10020-TCE Mar 28, 2024 11:22am by: jammermann

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
10020-TCE

CURVE TABLE					
CURVE #	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	299.57'	21.48'	21.48'	S 53°22'31" W	4°06'31"
C2	294.57'	38.59'	38.56'	N 55°05'50" E	7°30'18"



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 01°00'16" W	33.28'
L2	S 85°34'24" W	93.52'
L3	S 75°13'35" W	183.47'
L4	S 64°58'29" W	138.76'
L5	S 44°24'45" W	129.77'
L6	S 48°32'45" W	98.28'
L7	S 72°52'55" W	18.42'
L8	N 48°32'45" E	97.97'
L9	N 44°24'45" E	130.50'
L10	N 64°58'29" E	140.11'
L11	N 75°13'35" E	184.37'
L12	N 85°34'24" E	94.27'
L13	S 01°00'16" E	5.01'

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the Southwest 1/4 of the Southeast 1/4 of Section 28, Township 29 South, Range 27 East, Polk County, Florida, being North 01°00'16" West.
- 3) See sheet 1 of 2 for description, certifications, surveyor's signature and seal.
- 4) The scaled edge of pavement shown below was scaled from the maintained right-of-way map for Mountain Lake Cutoff Road depicted in Map Book 5, Pages 152 through 161. The edge of pavement that was field located on 08/10/2023 was taken from the Topographic Survey performed by Chastain Skillman, under project number 882503 and is shown for reference purposes.

SCALE 1" = 100'

SHEET 2 OF 2

CS PROJECT: 8825.03

10020-TCE

SHEET NO. V-02

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: 03/28/2024

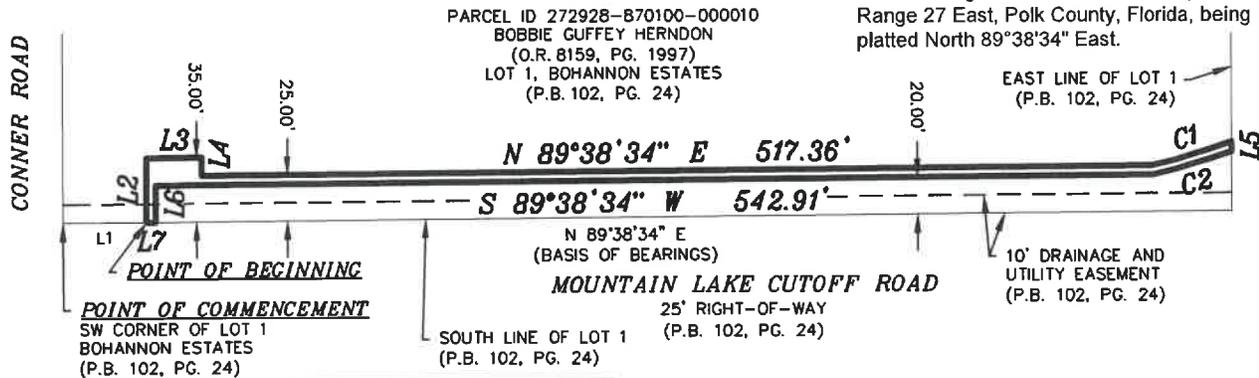
LEGEND:

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

DESCRIPTION AND SKETCH
10021-TCE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South line of the Lot 1, Bohannon Estates as recorded in Plat Book 102, Page 24, Public Records of Polk County, Florida being in Section 28, Township 29 South, Range 27 East, Polk County, Florida, being platted North 89°38'34" East.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 89°38'34" E	45.43'
L2	N 00°02'25" W	35.00'
L3	N 89°38'34" E	30.00'
L4	S 00°02'25" E	10.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L5	S 00°18'22" E	5.35'
L6	S 00°02'25" E	20.00'
L7	S 89°38'34" W	5.00'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	289.57'	45.65'	45.60'	N 73°14'02" E	9°01'57"
C2	294.57'	45.05'	45.00'	S 73°28'16" W	8°45'43"

SCALE 1" = 100'

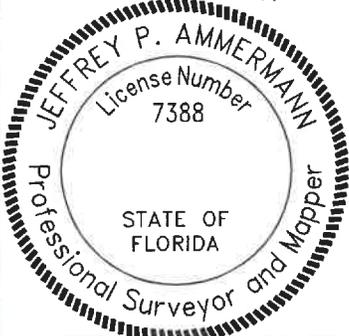
DESCRIPTION:

A parcel of land being a portion of Lot 1, BOHANNON ESTATES, as recorded in Plat Book 102, Page 24, described in Official Records Book 8159, Pages 1997 through 1998, Public Records of Polk County, Florida, located in Section 28, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southwest corner of said Lot 1; thence North 89°38'34" East, along the South line of said Lot 1, a distance of 45.43 feet to the POINT OF BEGINNING; thence North 00°02'25" West, 35.00 feet to the intersection of a line being 35.00 feet North of and parallel to said South line of Lot 1; thence North 89°38'34" East, along said parallel line, 30.00 feet; thence South 00°02'25" East, 10.00 feet to the intersection of a line being 25.00 feet North of and parallel to said South line of Lot 1; thence North 89°38'34" East along said parallel line, 517.36 feet to a non-tangent curve to the left having a radius of 289.57 feet, a central angle of 09°01'57", a chord bearing of North 73°14'02" East, and a chord distance of 45.60 feet; thence along the arc of said curve, 45.65 feet to the East line of said Lot 1; thence South 00°18'22" East, along said East line, 5.35 feet to a non-tangent curve to the right having a radius of 294.57 feet, a central angle of 08°45'43", a chord bearing of South 73°28'16" West, and a chord distance of 45.00 feet; thence along the arc of said curve, 45.05 feet; thence South 89°38'34" West, 542.91 feet; thence South 00°02'25" East, 20.00 feet to said South line of Lot 1; thence South 89°38'34" West, along said South line, 5.00 feet to the POINT OF BEGINNING. Said parcel containing 3,364.91 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: 2024.03.13 17:33:54
-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

10021-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: 03/13/2024

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 10021-TCE Mar 13, 2024 5:33pm by: jammermann

LEGEND:

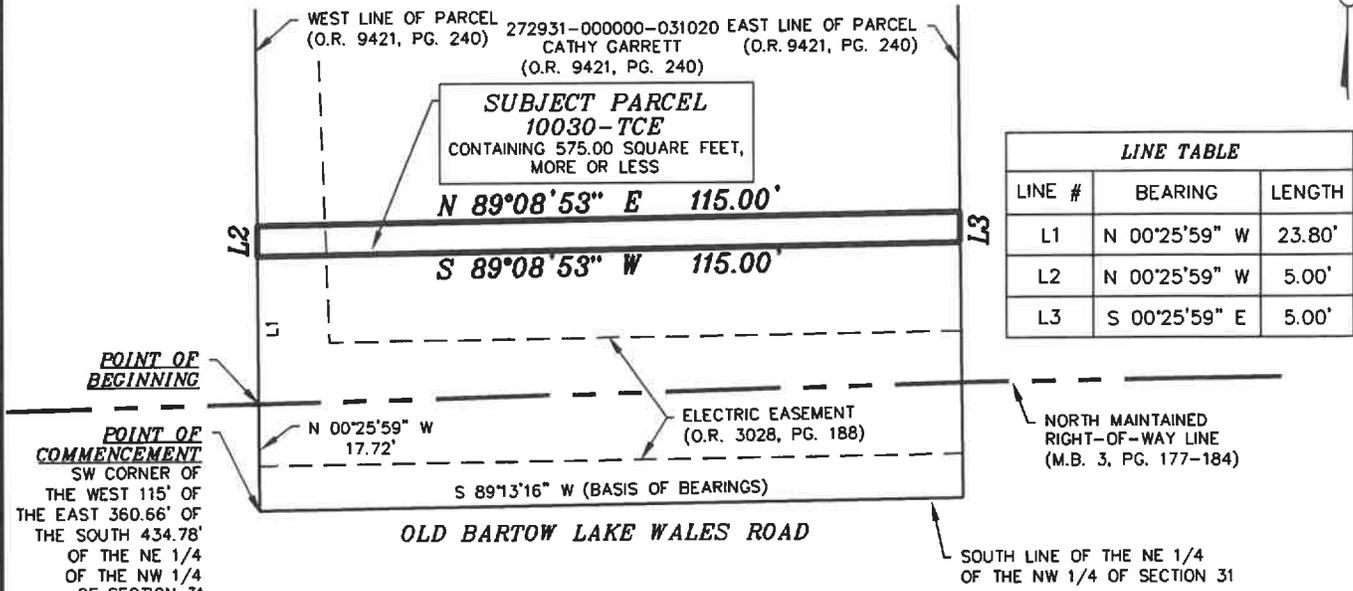
- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION AND SKETCH
10030-TCE

SCALE 1" = 30'

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South line of the NE 1/4, of the NW 1/4 of Section 31, being South 89°13'16" West.



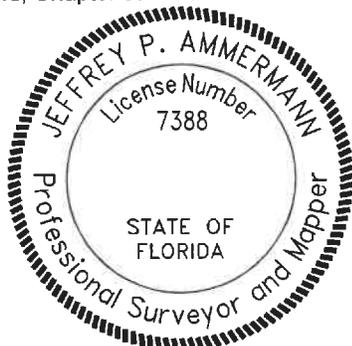
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 9421, Page 240, Public Records of Polk County, Florida, located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southwest corner of the West 115 feet of the East 360.66 feet of the South 434.78 feet of the Northeast 1/4 of the Northwest 1/4 of said Section 31; thence North 00°25'59" West, along the West line of said West 115 feet of the East 360.66 feet of the South 434.78 feet, 17.72 feet to the intersection with the North 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 continue North 00°25'59" West, along the West line of said Parcel, 23.80 feet to the POINT OF BEGINNING; thence continue North 00°25'59" West, along said West line of parcel, 5.00 feet; thence North 89°08'53" East, 115.00 feet to the East line of said parcel; thence South 00°25'59" East, along said East line, 5.00 feet; thence South 89°08'53" West, 115.00 feet the POINT OF BEGINNING. Said parcel containing 575.00 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: 2024.03.11
12:53:48 -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

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

CS PROJECT: 8825.03

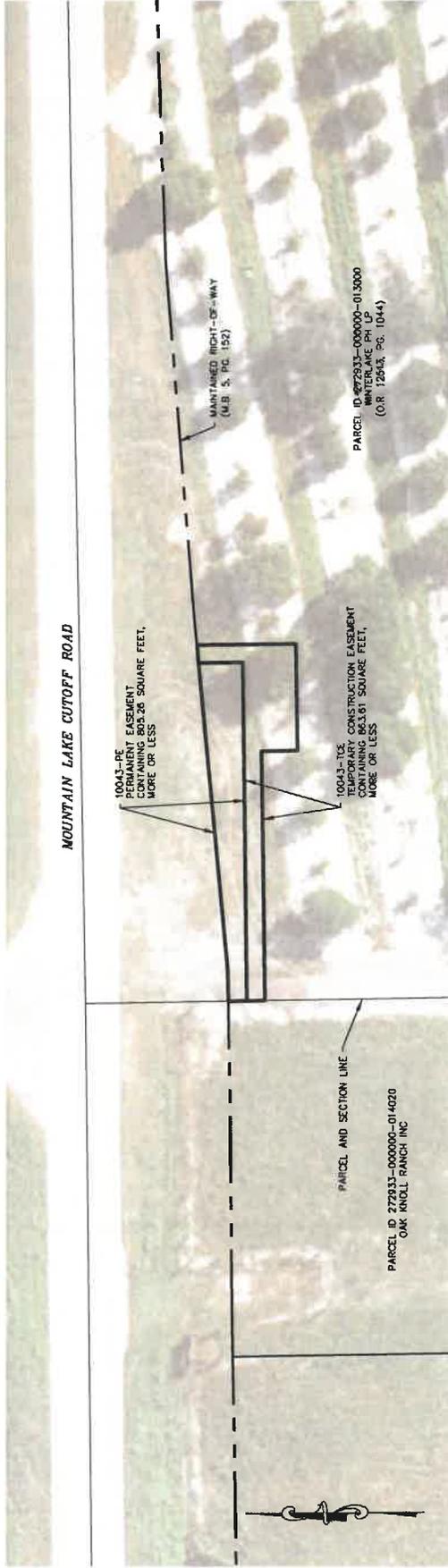
10030-TCE

DRAWN BY: S. CHILDS FIELD BOOK: — PAGE: — DATE: 03/11/2024

SHEET NO. V-01

Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESM\TS.dwg 10030-TCE Mar 11, 2024 12:53pm by: jammermann

EXHIBIT



GRAPHIC SCALE



(IN FEET)
1 inch = 30 feet

CS PROJECT NUMBER:	8825.03
PARCEL NUMBER:	10043
SHEET NUMBER:	V-01

FIELD BY:	
DATE:	02/29/2024
FIELD BOOK & PAGE:	000 000

PRWC
WINTERLAKE PH LP EXHIBIT



CHASTAIN SKILLMAN
290 OAK KNOLL RANCH, WINTERLAKE, TEXAS 75487
LAKELAKE@CSKILLMAN.COM
(980) 463-1492
© 2024 CHASTAIN SKILLMAN P.L.L.C. 02/29/2024

NAME:	
DATE:	
DESCRIPTION:	

LEGEND:

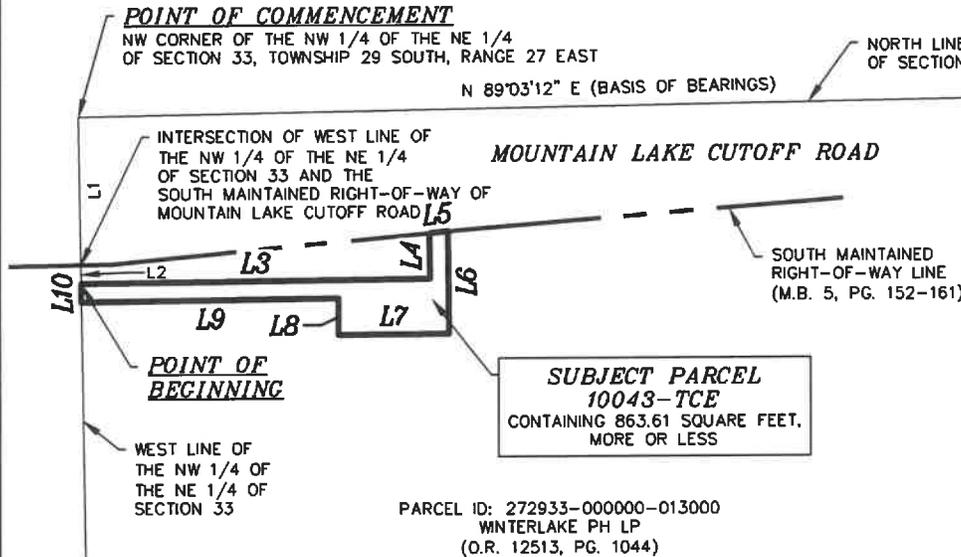
- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ID = IDENTIFICATION

DESCRIPTION AND SKETCH
10043-TCE

NOTES:

SCALE 1" = 50'

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northeast 1/4 of Section 33, Township 29 South, Range 27 East, Polk County, Florida, being North 89°03'12" East.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°54'50" E	40.20'
L2	S 00°54'50" E	5.19'
L3	N 89°22'05" E	95.18'
L4	N 00°37'55" W	12.35'
L5	N 84°39'13" E	5.02'
L6	S 00°37'50" E	27.77'
L7	S 89°22'10" W	30.00'
L8	N 00°37'50" W	10.00'
L9	S 89°22'05" W	70.15'
L10	N 00°54'50" W	5.00'

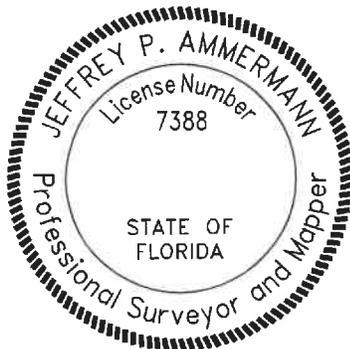
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 12513, Pages 1044 through 1045, located in Section 33, Township 29 South, Range 27 East, Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 33; thence South 00°54'50" East, along the West line of said Northwest 1/4 of the Northeast 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 West line of the Northwest 1/4 of the Northeast 1/4, 5.19 feet to the POINT OF BEGINNING; thence North 89°22'05" East, 95.18 feet; thence North 00°37'55" West, 12.35 feet to the intersection with said South maintained right-of-way line of Mountain Lake Cutoff Road; thence North 84°39'13" East, along said South line, 5.02 feet; thence South 00°37'50" East, 27.77 feet; thence South 89°22'10" West, 30.00 feet; thence North 00°37'50" West, 10.00 feet; thence South 89°22'05" West, 70.15 feet to said West line of the Northwest 1/4 of the Northeast 1/4; thence North 00°54'50" West, along said West line, 5.00 feet to the POINT OF BEGINNING. Said parcel containing 863.61 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P Ammermann

Digitally signed by Jeffrey P Ammermann

Date: 2024.02.29 11:14:21 -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 ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 1

CS PROJECT: 8825.03

10043-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: 02/29/2024

P:\882503\CAD\Survey\KEY-SHEET 2\8-MTN LAKE CUTOFF RD\882503-JPA-2024-02-28-ESMTS.dwg 10043-TCE Feb 29, 2024 11:06am 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

Agenda Item H.5.

5/15/2024

SUBJECT

Adopt Resolution 2024-17 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #12C) 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 2024-17 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 2024-17 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #12C) 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 2024-17

**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 (14004-PE) and (14004-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 15th day of May, 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 4 Pages]

DESCRIPTION
PARCEL 14004-PE

DESCRIPTION:

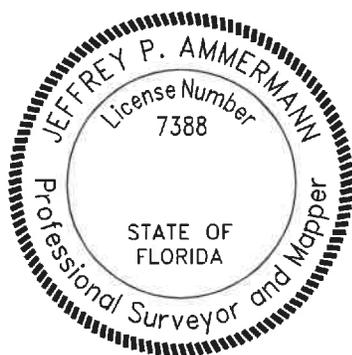
A parcel of land being a portion of a parcel described in Official Records Book 3367, Pages 979 through 980, being the East 1/2 of Lot 29, of the plat of MAMMOTH GROVE SUBDIVISION as recorded in Plat Book 4, Pages 78 through 79, all in the Public Records of Polk County, Florida located in the Southwest 1/4 of Section 29, Township 29 South, Range 28 East, being more particularly described as follows:

COMMENCE at the Southwest corner of said parcel, said parcel being the East 1/2 of Lot 29; thence North 00°05'34" East, along the West line of said parcel, a distance of 5.20 feet to the intersection with the North maintained right-of-way line of Mammoth Grove Road as depicted in Map Book 1, Pages 162 through 164, Public Records of Polk County, Florida and the POINT OF BEGINNING; thence continue North 00°05'34" East, along the West line of said parcel, 311.55 feet to the North line of said parcel; thence North 89°29'20" East, along said North line, 40.00 feet; thence South 00°05'34" West, along a line being 40.00 feet East of and parallel to said West line of parcel, 281.75 feet to the intersection with a line being 35.00 feet North of and parallel to the North platted right-of-way line of Mammoth Grove Road as depicted on said plat of Mammoth Grove Subdivision; thence North 89°29'49" East, along said parallel line, 1525.45 feet to the intersection with the West right-of-way line of Masterpiece Road (State Road 17-A) as described in Official Records Book 60, Pages 256 through 258, Public Records of Polk County, Florida; thence South 64°50'39" West, along said West right-of-way line, 39.05 feet; thence North 89°47'49" East, along said West right-of-way line, 30.00 feet to the intersection with the West right-of-way line of Masterpiece Road (State Road 17-A) as depicted on Florida Department of Transportation Section Map 1667-151; thence South 40°09'15" West, along said West right-of-way line, 17.00 feet to the intersection with said North maintained right-of-way line of Mammoth Grove Road; thence along said North maintained right-of-way line the following eight (8) courses; thence (1) South 88°57'45" West, 93.92 feet; thence (3) South 89°32'07" West, 100.00 feet; thence (3) South 88°57'45" West, 100.00 feet; thence (4) North 89°53'30" West, 100.00 feet; thence (5) South 89°32'07" West, 900.00 feet; thence (6) South 89°57'45" West, 100.00 feet; thence (7) South 89°32'07" West, 100.00 feet; thence (8) South 88°57'45" West, 55.28 feet to the POINT OF BEGINNING.

Said parcel containing 57,498.95 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: 2023.11.09
10:14:20 -05'00'

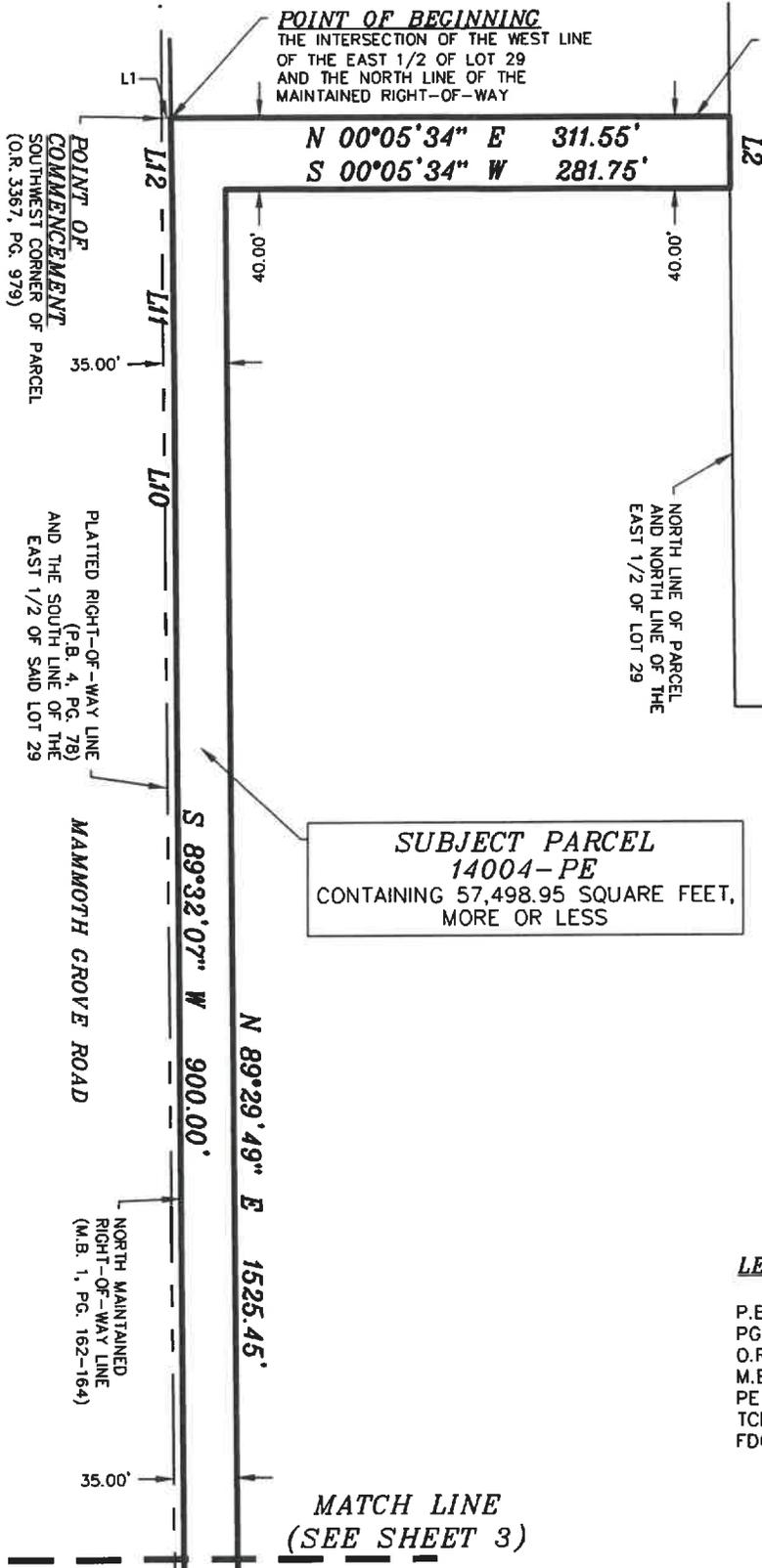
JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 3
SEE SHEETS 2 AND 3 FOR
DESCRIPTION SKETCH AND
SURVEYOR'S NOTES

PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262	CS PROJECT: 8825.03 14004-PE
DRAWN BY: S. CHILDS	SHEET NO. V-01
FIELD BOOK: — PAGE: —	DATE: 11/08/2023

P:\882503\CAD\Survey\KEY SHEET 1\19-MAMMOTH GROVE ROAD\882503-SCC-2023-07-05-MG ESMT.dwg Nov 09, 2023 10:12am by: jammermann

**DESCRIPTION AND SKETCH
PARCEL 14004-PE**



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 00°05'34" E	5.20'
L2	N 89°29'20" E	40.00'
L3	S 64°50'39" W	39.05'
L4	N 89°47'49" E	30.00'
L5	S 40°09'15" W	17.00'
L6	S 88°57'45" W	93.92'
L7	S 89°32'07" W	100.00'
L8	S 88°57'45" W	100.00'
L9	N 89°53'30" W	100.00'
L10	S 89°32'07" W	100.00'
L11	S 89°32'07" W	100.00'
L12	S 88°57'45" W	55.28'

**SUBJECT PARCEL
14004-PE**
CONTAINING 57,498.95 SQUARE FEET,
MORE OR LESS

SURVEYOR'S NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings based on the South line of Lot 29, Mammoth Grove Subdivision, recorded in Plat Book 4, pages 78-79, of the Public Record of Polk County, Florida, being described North 89°29'49" East.
- 3) See sheet 1 of 3 for description, certification, Surveyor's signature and seal.

LEGEND:

- P.B. = PLAT BOOK
- PGS. = PAGES
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION



SHEET 2 OF 3

CS PROJECT: 8825.03
14004-PE
SHEET NO. V-02

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

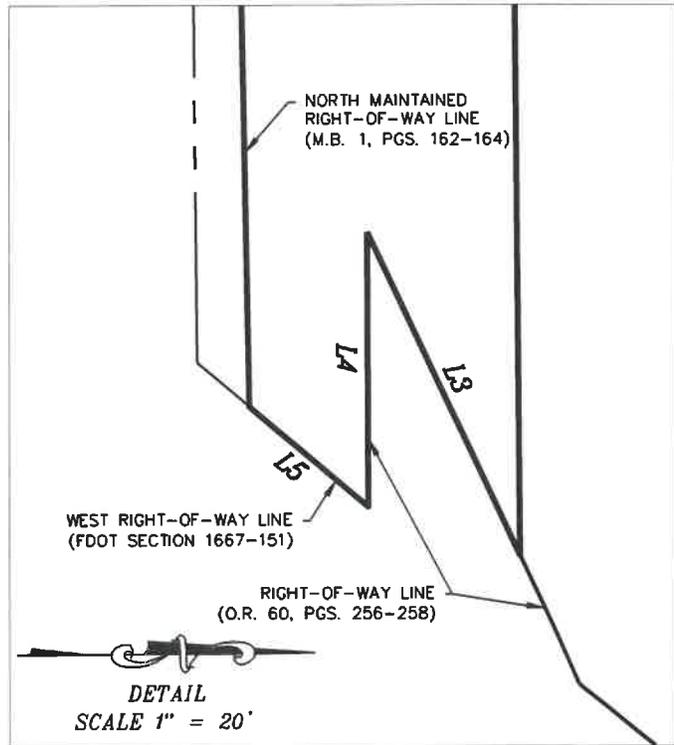
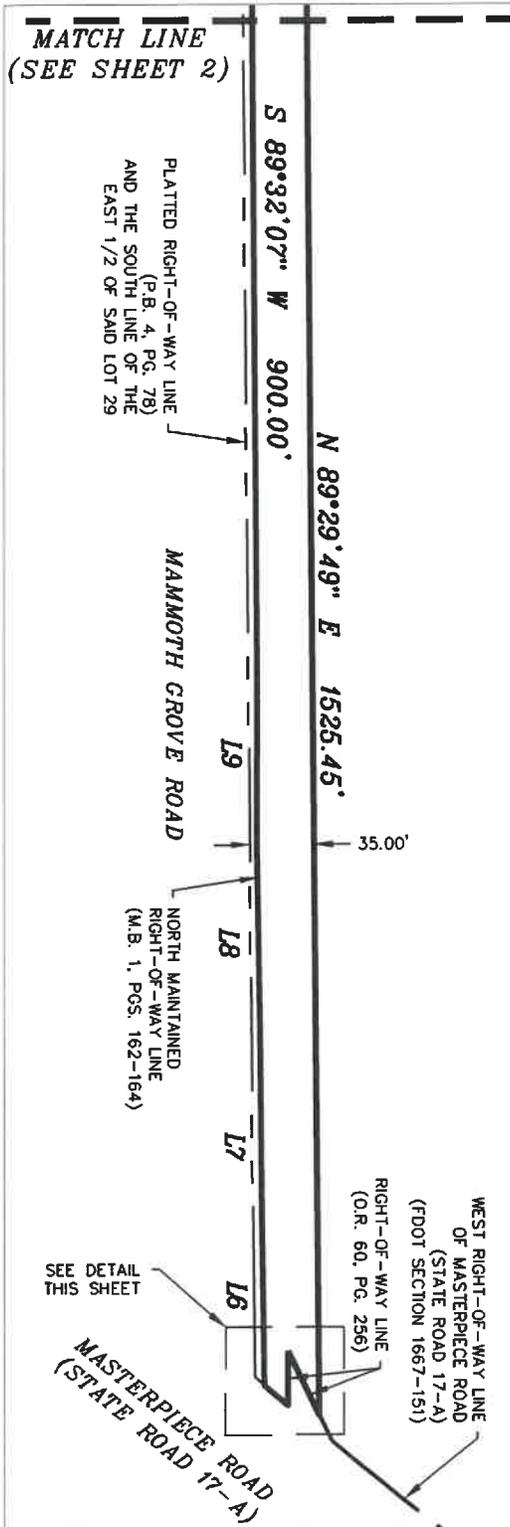
DRAWN BY: S. CHILDS FIELD BOOK: — PAGE: — DATE: 11/08/2023

P:\882503\CAD\Survey\KEY SHEET 1\19-MAMMOTH GROVE ROAD\882503-SCC-2023-07-05-MG ESM1.dwg 14004-PE (2) Nov 09, 2023 10:12am by: jammermann

DESCRIPTION AND SKETCH
PARCEL 14004-PE

SCALE 1" = 100'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 00°05'34" E	5.20'
L2	N 89°29'20" E	40.00'
L3	S 64°50'39" W	39.05'
L4	N 89°47'49" E	30.00'
L5	S 40°09'15" W	17.00'
L6	S 88°57'45" W	93.92'
L7	S 88°32'07" W	100.00'
L8	S 88°57'45" W	100.00'
L9	N 89°33'50" W	100.00'
L10	S 89°32'07" W	100.00'
L11	S 89°32'07" W	100.00'
L12	S 88°57'45" W	55.28'



SURVEYOR'S NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings based on the South line of Lot 29, Mammoth Grove Subdivision, recorded in Plat Book 4, pages 78-79, of the Public Record of Polk County, Florida, being described North 89°29'49" East.
- 3) See sheet 1 of 3 for description, certification, and Surveyor's signature and seal.

LEGEND:

- P.B. = PLAT BOOK
- PGS. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
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- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION

SHEET 3 OF 3

CS PROJECT: 8825.03

14004-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: 11/08/2023

EXHIBIT B
Nonexclusive Permanent Easement

[See Attached 2 Page]

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

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

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

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

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

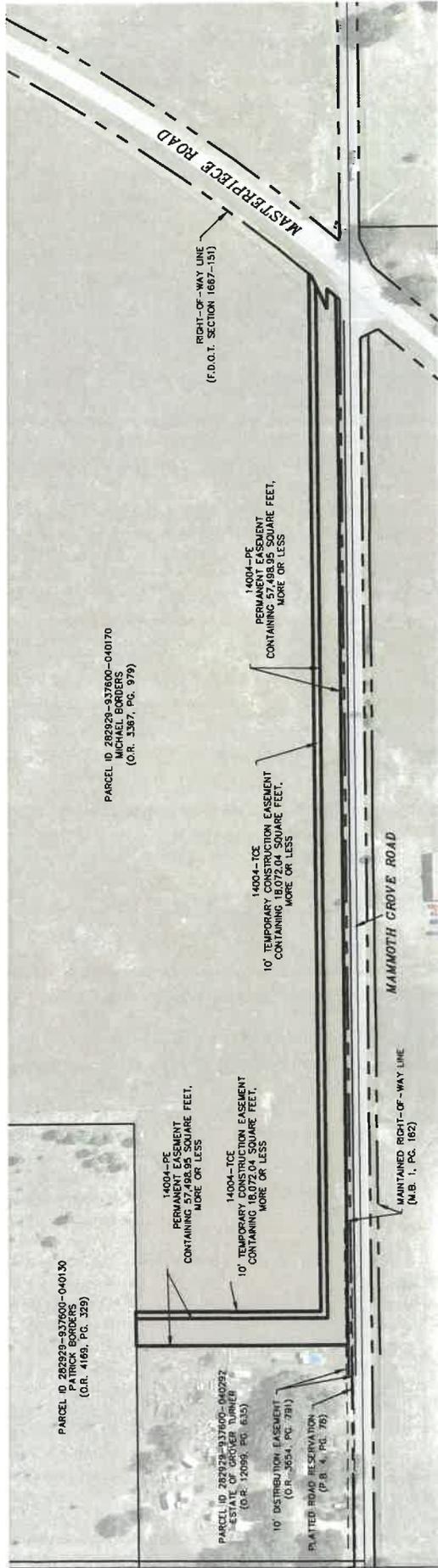
5. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good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

EXHIBIT C

Nonexclusive Temporary Construction Easement Legal Descriptions

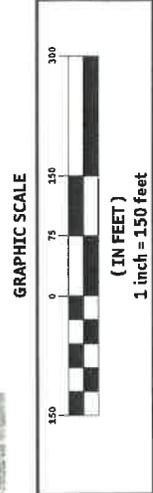
[See Attached 3 Pages]

EXHIBIT



CS PROJECT NUMBER:	8825.03
PARCEL NUMBER:	14004
SHEET NUMBER:	V-01

FIELD BY:	
DATE:	10/23/2023
FIELD BOOK & PAGE:	500 500



PRWC
MICHAEL BORDERS EXHIBIT



CHASTAIN SKILLMAN
205 EAST ORANGE STREET
LAKE JARVIS, TX 75746-4611
(936) 486-1422
© 2023 CHASTAIN SKILLMAN C.A. 10.02.23

NUMBER	
DATE	
DESCRIPTION	

DESCRIPTION
PARCEL 14004-TCE

DESCRIPTION:

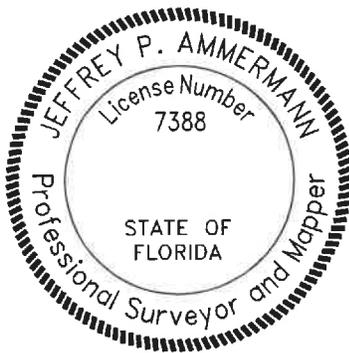
A parcel of land being a portion of a parcel described in Official Records Book 3367, Pages 979 through 980, being the East 1/2 of Lot 29, of the plat of MAMMOTH GROVE SUBDIVISION as recorded in Plat Book 4, Pages 78 through 79, all in the Public Records of Polk County, Florida located in the Southwest 1/4 of Section 29, Township 29 South, Range 28 East, being more particularly described as follows:

COMMENCE at the Southwest corner of said parcel, said parcel being the East 1/2 of Lot 29; thence North 00°05'34" East, along the West line of said parcel, a distance of 5.20 feet to the intersection with the North maintained right-of-way line of Mammoth Grove Road as depicted in Map Book 1, Pages 162 through 164, Public Records of Polk County, Florida; thence continue North 00°05'34" East, along the West line of said parcel, 311.55 feet to the North line of said parcel; thence North 89°29'20" East, along said North line, 40.00 feet to the POINT OF BEGINNING; thence continue North 89°29'20" East, along said North line, 10.00 feet to the intersection with a line being 50.00 feet East of and parallel to the West line of said parcel; thence South 00°05'34" West, along said parallel line, 271.75 feet to the intersection with a line being 45.00 feet North of and parallel to the North platted right-of-way line of Mammoth Grove Road, as depicted on said plat of Mammoth Grove Subdivision; thence North 89°29'49" East, along said parallel line, 1532.39 feet to the intersection with the West line of Masterpiece Road (State Road 17-A) as depicted on the Florida Department of Transportation Section Map 1667-151; said point lying on a non-tangent curve to the right having a radius of 2831.79 feet, a central angle of 00°05'38", a chord bearing of South 39°38'16" West, and a chord distance of 4.65 feet; thence along the arc of said curve and said West right-of-way line, 4.65 feet to the Northerly corner of a parcel describing additional right-of-way for Masterpiece Road (State Road 17-A) as recorded in Official Records Book 60, Pages 256 through 258, Public Records of Polk County, Florida; thence South 64°50'39" West, along the West line of said parcel and Westerly right-of-way line of Masterpiece Road (State Road 17-A), 15.46 feet to the intersection with a line being 35.00 feet North of and parallel to said North platted right-of-way line of Mammoth Grove Road; thence South 89°29'49" West, along said parallel line, 1525.45 feet to the intersection with a line being 40.00 feet East of the West line of said parcel; thence North 00°05'34" East, along said parallel line, 281.75 feet to the POINT OF BEGINNING

Said parcel containing 18,072.07 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: 2023.11.09
10:10:30 -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.

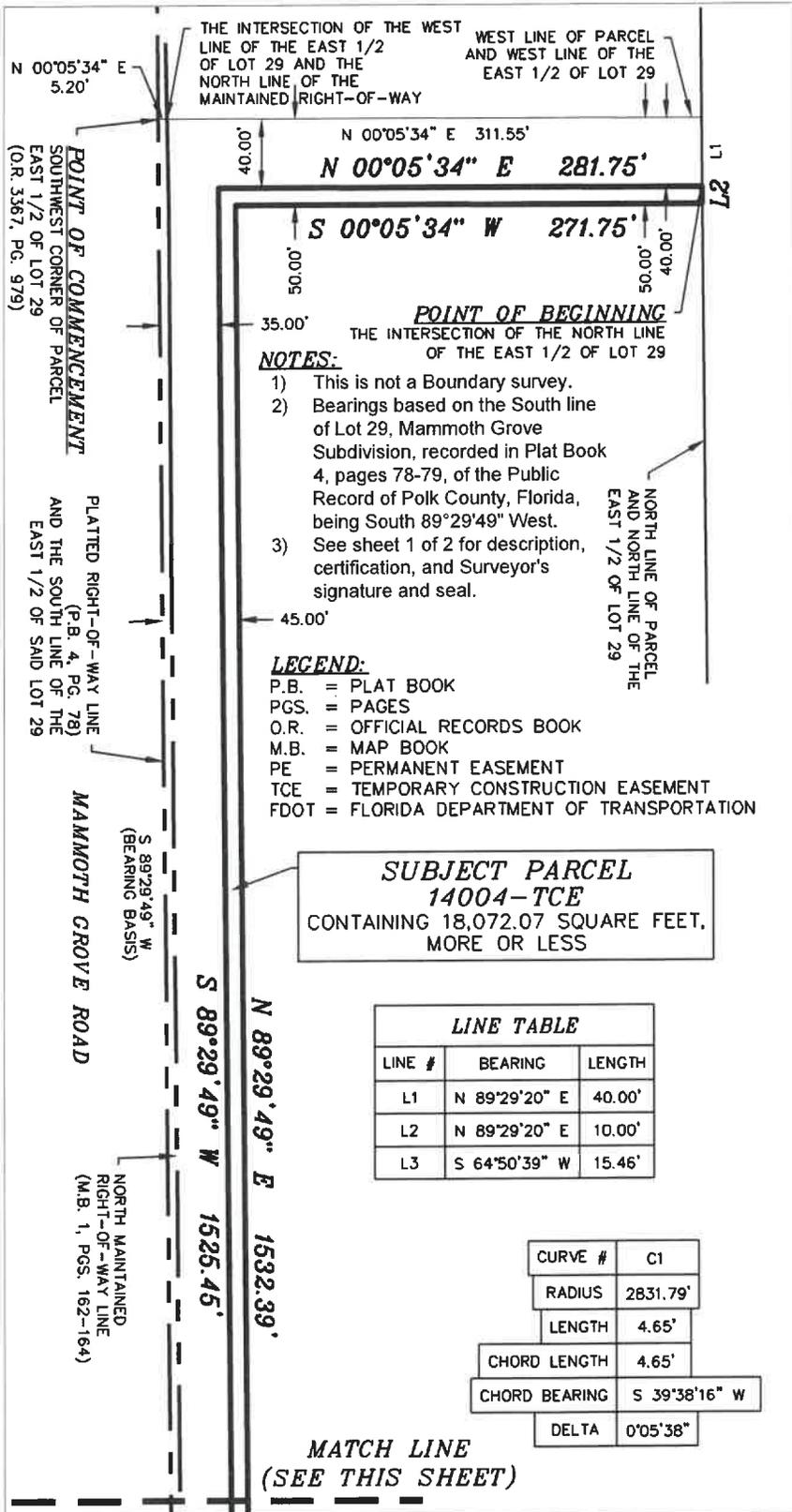
SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR
DESCRIPTION SKETCH AND
SURVEYOR'S NOTES

<i>PREPARED BY:</i> CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03
DRAWN BY: S. CHILDS		14004-TCE
FIELD BOOK: — PAGE: —	DATE: 11/09/2023	SHEET NO. V-01

P:\882503\CAD\Survey\KEY-SHEET 1\19-MAMMOTH GROVE ROAD\882503-SCC-2023-07-05-MG-ESMT.dwg 14004-TCE Nov 09, 2023 10:07am by: jammermann

DESCRIPTION AND SKETCH PARCEL 14004-TCE

SCALE 1" = 100'



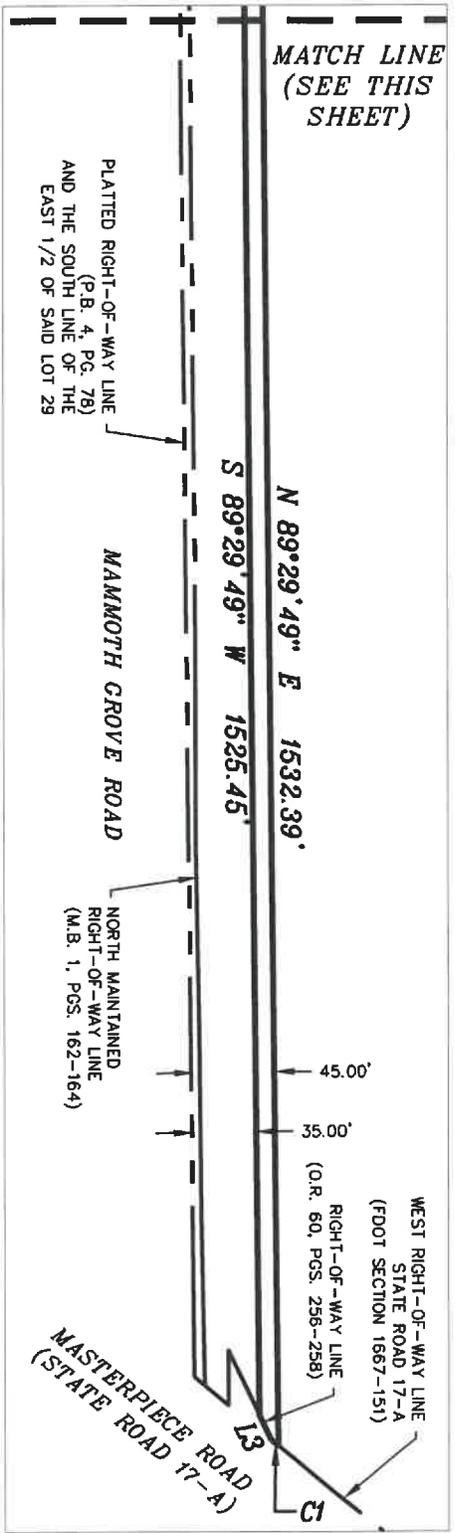
- NOTES:**
- 1) This is not a Boundary survey.
 - 2) Bearings based on the South line of Lot 29, Mammoth Grove Subdivision, recorded in Plat Book 4, pages 78-79, of the Public Record of Polk County, Florida, being South 89°29'49" West.
 - 3) See sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

- LEGEND:**
- P.B. = PLAT BOOK
 - PGS. = PAGES
 - O.R. = OFFICIAL RECORDS BOOK
 - M.B. = MAP BOOK
 - PE = PERMANENT EASEMENT
 - TCE = TEMPORARY CONSTRUCTION EASEMENT
 - FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION

**SUBJECT PARCEL
14004-TCE
CONTAINING 18,072.07 SQUARE FEET,
MORE OR LESS**

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 89°29'20" E	40.00'
L2	N 89°29'20" E	10.00'
L3	S 64°50'39" W	15.46'

CURVE #	C1
RADIUS	2831.79'
LENGTH	4.65'
CHORD LENGTH	4.65'
CHORD BEARING	S 39°38'16" W
DELTA	0°05'38"



SHEET 2 OF 2

CS PROJECT: 8825.03
14004-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: 11/09/2023

P:\882503\CAD\Survey\KEY SHEET 1\19-MAMMOTH GROVE ROAD\882503-SCC-2023-07-05-MG ESMT.dwg 14004-TCE (2) Nov 09, 2023 10:07am 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

Agenda Item H.6.

5/15/2024

SUBJECT

Adopt Resolution 2024-18 to Amend Resolution 2024-10 Parcel Resolution of Necessity to Acquire Specific Parcels to Replace the Sketches and Legal Description for Parcels 10045-PE and 10045-TCE (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 2024-18 amends Resolution 2024-10 to correct the sketches and legal descriptions for parcels 10045-PE and 10045-TCE due to an owner name change and to update the permanent easement terms. This resolution 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 2024-18 to Amend Resolution 2024-10 Parcel Resolution of Necessity to Acquire Specified Parcels to Replace the Sketches and Legal Description for Parcels 10045-PE and 10045-TCE 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 2024-18

**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 (10045-PE) and (10045-TCE) in **Exhibits "A" and "C"** 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 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) and (10044-TCE) in **Exhibits "A," and "C"** of Cooperative Resolution 2024-10 are ratified and confirmed and found to be reasonably necessary for the Cooperative's public purpose in constructing the Southeast Wellfield Project.

Section 4. That this Resolution shall amend Cooperative Resolution 2024-10 so as to replace all reference in said resolution to Parcels (10045-PE) and (10045-TCE), including the Legal Descriptions contained in **Exhibits "A," and "C"** and to replace **Exhibit "B"** as to 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) with the attached **Exhibit "B."**

Section 5. 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 6. 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 7. That this Resolution shall take effect immediately upon its adoption.

Section 8. 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 15th day of May, 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 4 Pages]

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: 2024.04.25
11:13:10 -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 3
SEE SHEET 2 AND 3 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03
DRAWN BY: S. CHILDS		10045-PE
FIELD BOOK: — PAGE: —	DATE: 04/25/2024	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 Apr 25, 2024 11:07am by jammermann

LEGEND:

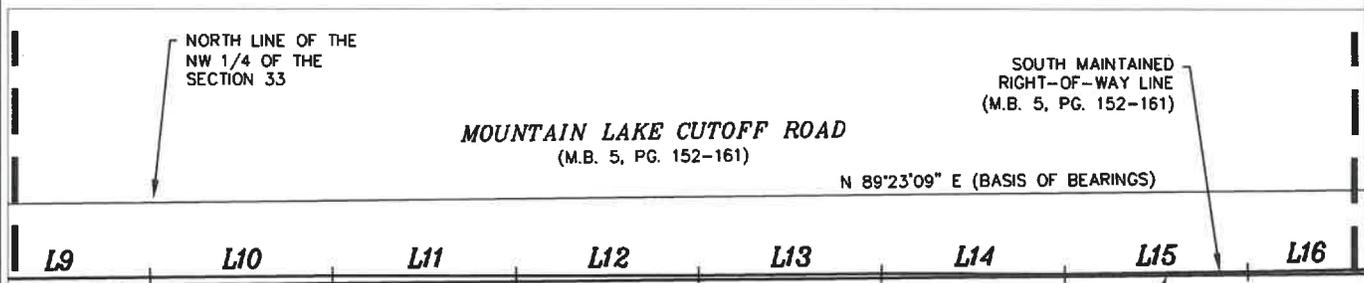
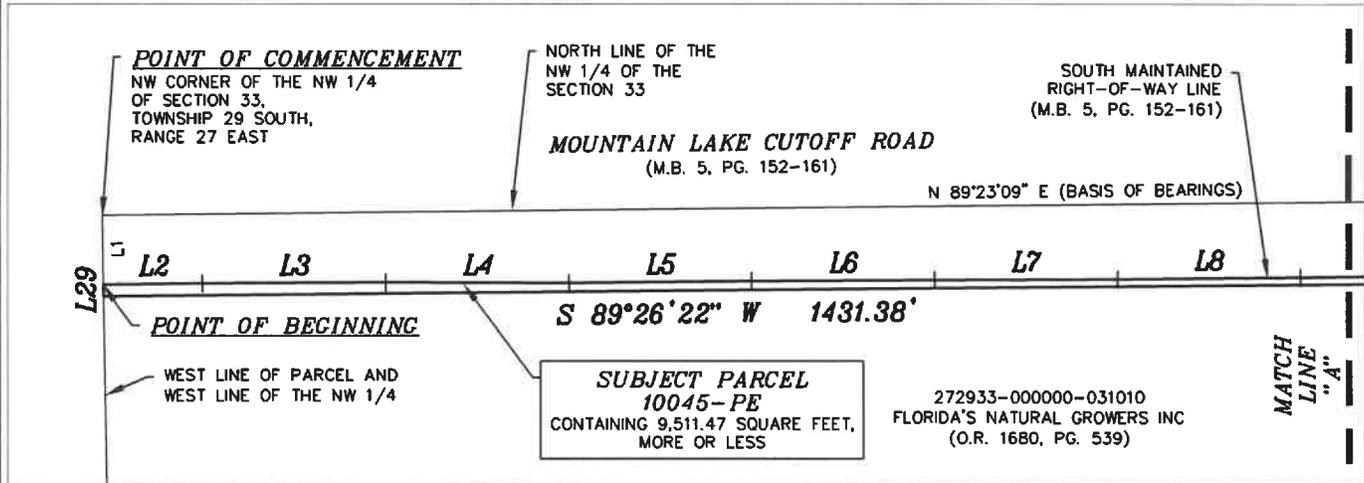
- P.B. = PLAT BOOK
- PG. = PAGE(S)
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

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.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°55'52" E	38.10'
L2	N 89°10'24" E	54.05'
L3	N 89°40'20" E	100.00'
L4	S 89°45'17" E	100.01'
L5	N 89°26'35" E	100.00'
L6	N 89°40'20" E	100.00'
L7	N 89°40'20" E	100.00'
L8	N 89°23'09" E	100.00'
L9	N 89°19'43" E	100.00'
L10	N 89°30'01" E	100.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L11	N 89°57'31" E	100.00'
L12	N 89°54'05" E	100.00'
L13	N 89°26'35" E	100.00'
L14	S 89°52'10" E	100.01'
L15	N 89°09'24" E	100.00'
L16	N 88°55'39" E	100.00'
L29	N 00°55'52" W	6.32'

SUBJECT PARCEL
10045-PE
CONTAINING 9,511.47 SQUARE FEET,
MORE OR LESS

272933-000000-031010
FLORIDA'S NATURAL GROWERS INC
(O.R. 1680, PG. 539)



SCALE 1" = 100'

SHEET 2 OF 3

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: 04/25/2024

CS PROJECT: 8825.03
10045-PE
SHEET NO. V-02

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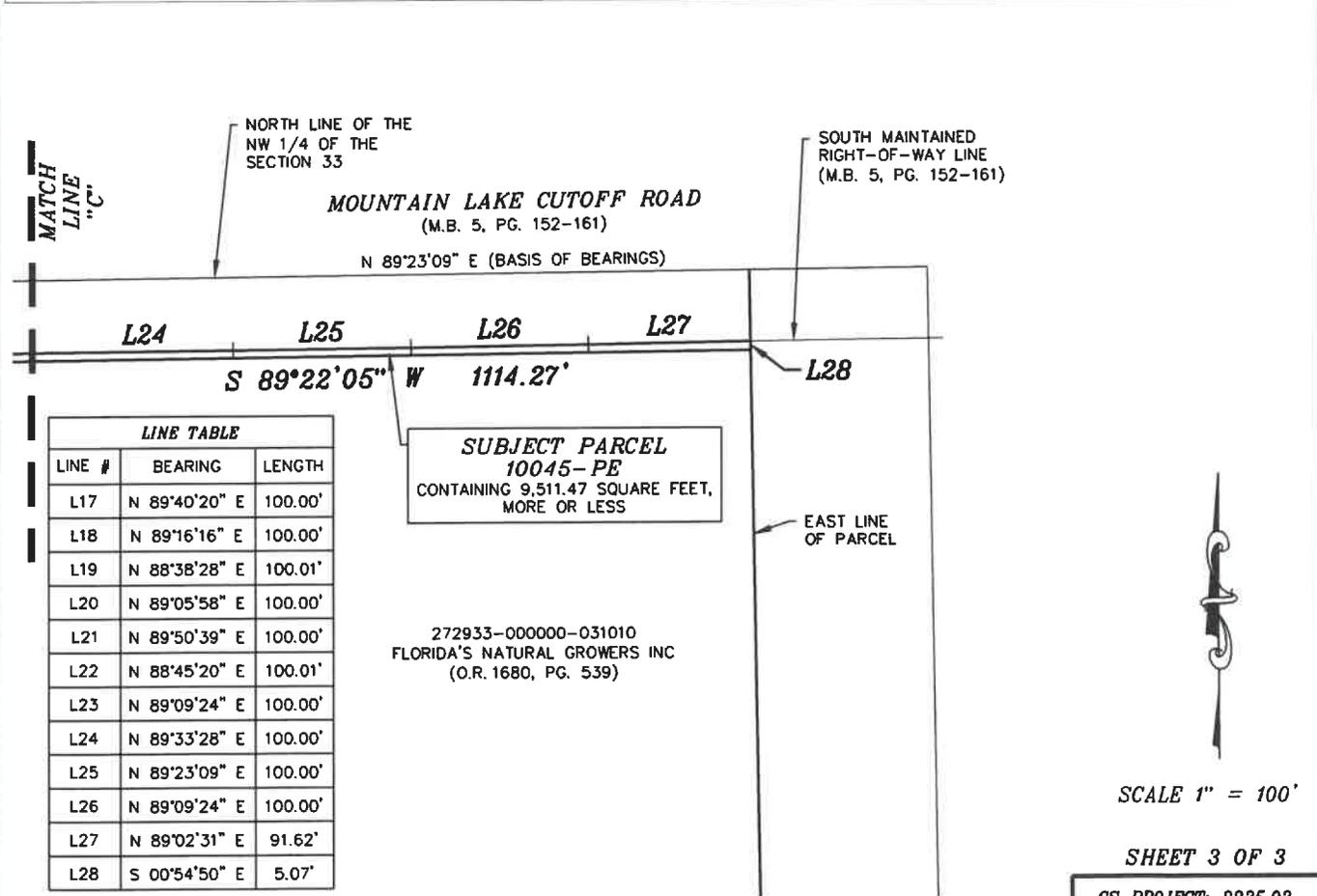
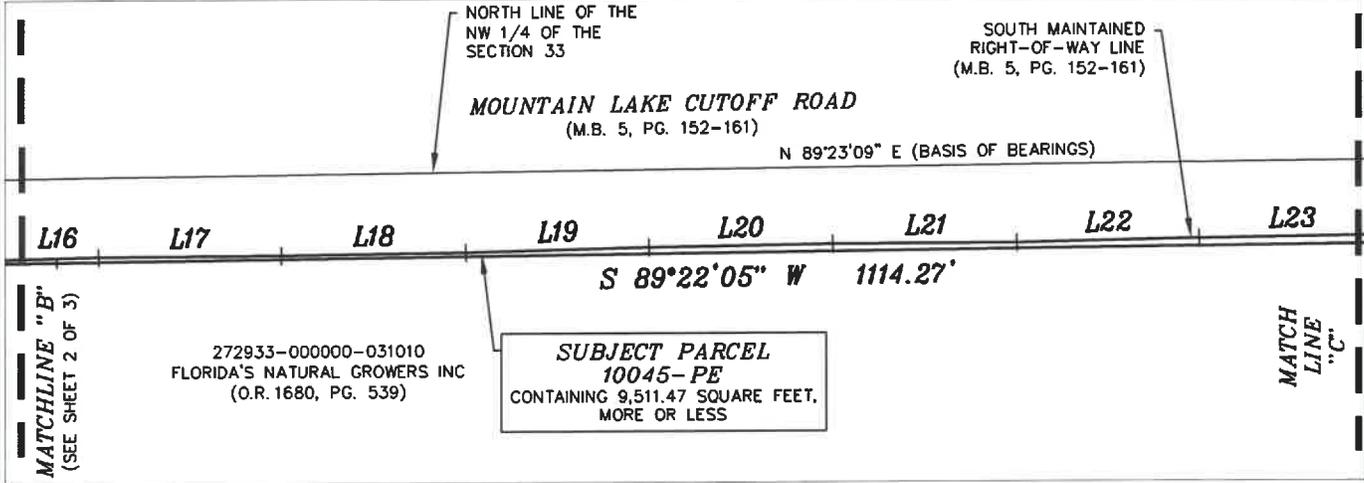
LEGEND:

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

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.



LINE TABLE		
LINE #	BEARING	LENGTH
L17	N 89°40'20" E	100.00'
L18	N 89°16'16" E	100.00'
L19	N 88°38'28" E	100.01'
L20	N 89°05'58" E	100.00'
L21	N 89°50'39" E	100.00'
L22	N 88°45'20" E	100.01'
L23	N 89°09'24" E	100.00'
L24	N 89°33'28" E	100.00'
L25	N 89°23'09" E	100.00'
L26	N 89°09'24" E	100.00'
L27	N 89°02'31" E	91.62'
L28	S 00°54'50" E	5.07'

SCALE 1" = 100'

SHEET 3 OF 3

CS PROJECT: 8825.03

10045-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: 04/25/2024

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-JA-2024-02-26-ESMTS.dwg 10045-PE (3) Apr 25, 2024 11:07am by: jammerronn

EXHIBIT B
Nonexclusive Permanent Easement

[See Attached 2 Page]

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

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

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

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

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

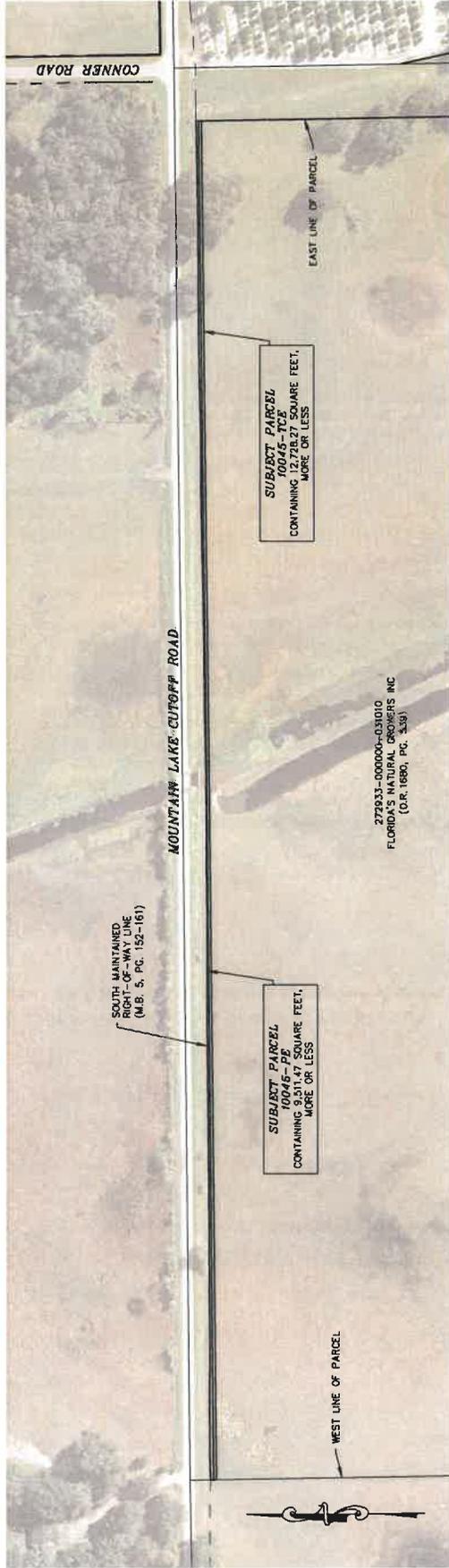
5. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good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

EXHIBIT C

Nonexclusive Temporary Construction Easement Legal Descriptions

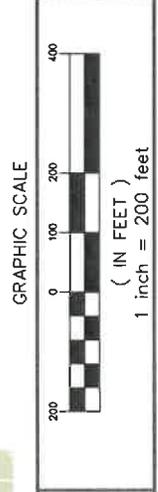
[See Attached 2 Pages]

EXHIBIT



CS PROJECT NUMBER:	8825.03
PARCEL NUMBER:	10045
SHEET NUMBER:	V-01

FIELD BY	
DATE	04/30/2024
FIELD BOOK & PAGE	000



PRWC
FLORIDA'S NATURAL GROWERS INC EXHIBIT



CHASTAIN SKILLMAN
205 EAST GRANCES STREET
LAKE CITY, FL 32801-4811
(813) 562-1822
© 2023 CHASTAIN SKILLMAN C.F.A., INC.

DESCRIPTION	
DATE	
MARKER	

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: 2024.04.25
11:14:27 -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 3
SEE SHEET 2 AND 3 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03
DRAWN BY: S. CHILDS	FIELD BOOK: — PAGE: —	10045-TCE
	DATE: 04/25/2024	SHEET NO. V-01

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LEGEND:

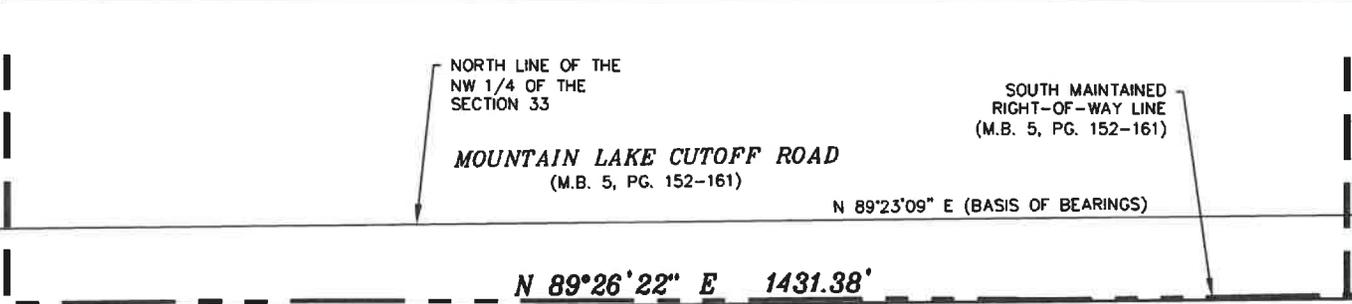
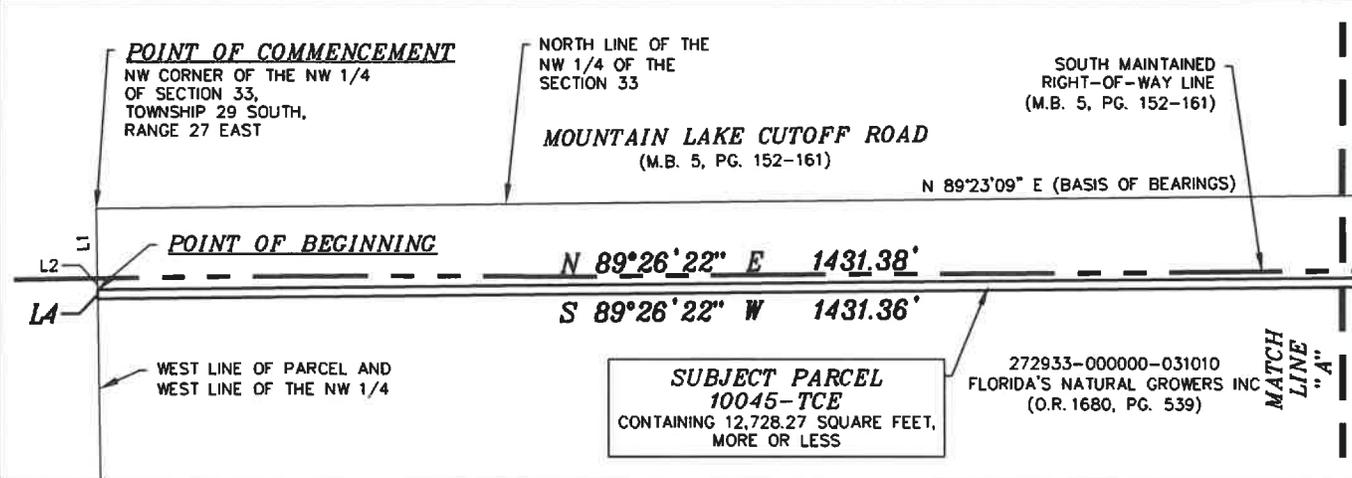
- P.B. = PLAT BOOK
- PG. = PAGE(S)
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

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.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°55'52" E	38.10'
L2	S 00°55'52" E	6.32'
L4	N 00°55'52" W	5.00'



SCALE 1" = 100'

SHEET 2 OF 3

CS PROJECT: 8825.03
10045-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: 04/25/2024

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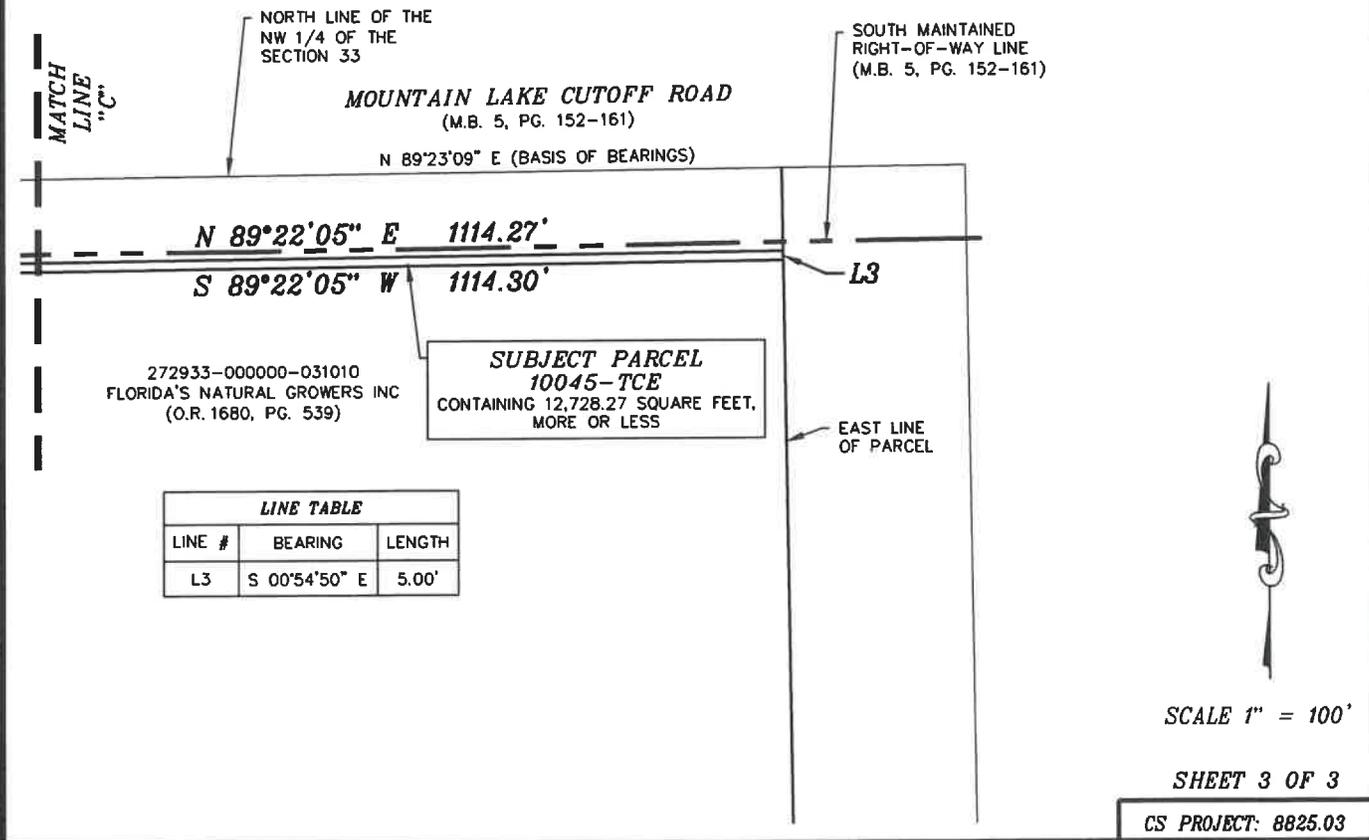
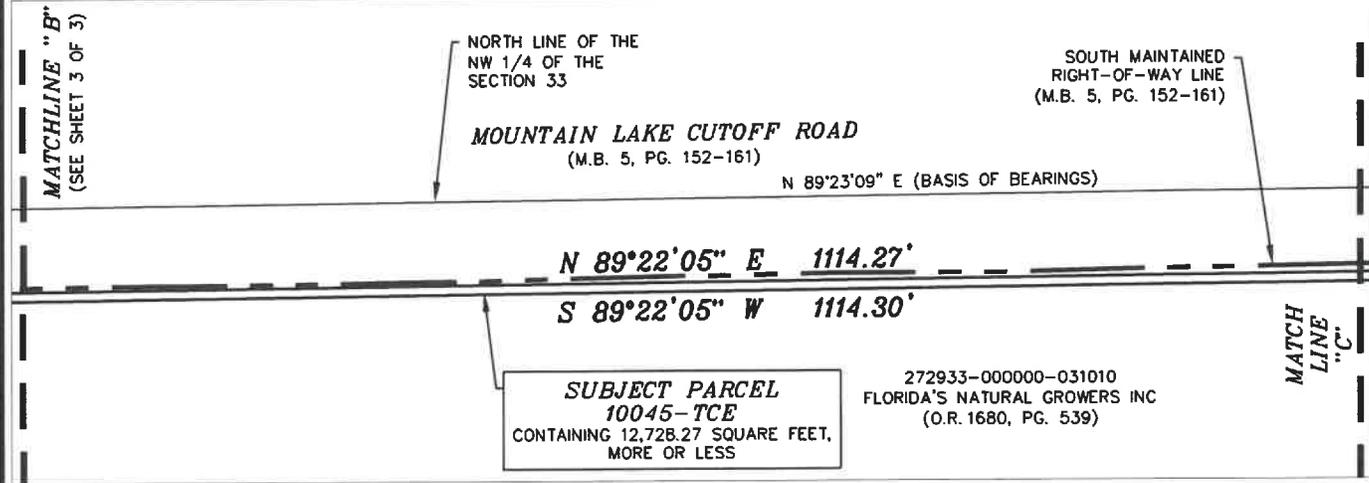
LEGEND:

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- 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.



PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03 10045-TCE
DRAWN BY: S. CHILDS	FIELD BOOK: — PAGE: —	DATE: 04/25/2024 SHEET NO. V-03

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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

Agenda Item H.7.

5/15/2024

SUBJECT

Adopt Resolution 2024-19 to Amend Resolution 2023-16 Parcel Resolution of Necessity to Acquire Specific Parcels to Remove Parcels 3059-TCE and 3066-TCE (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 2024-19 amends Resolution 2023-16 to remove Parcels 3059-TCE and 3066-TCE.

These parcels are still needed to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects; however, the property associated with these parcels has changed ownership to a client of Peterson and Meyers, one of the PRWC eminent domain attorneys. Because Peterson and Meyers now have a conflict of interest, the parcels have been moved to Resolution 2024-15. The parcels under Resolution 2024-15 will be pursued by the Policastro Law Group, the other eminent domain attorney group working for the PRWC. This resolution constitutes a Parcel Resolution for the SELFA WPF raw water transmission line and SETM finished water pipeline projects.

RECOMMENDATION

Adopt Resolution 2024-19 to Amend Resolution 2023-16 Parcel Resolution of Necessity to Acquire Specified Parcels to remove Parcels 3059-PE and 3066-TCE.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Mark Addison

Ed de la Parte

POLK REGIONAL WATER COOPERATIVE

Resolution 2024-19

**RESOLUTION AMENDING COOPERATIVE PARCEL OF NECESSITY RESOLUTION NO. 2023-16
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, on or about July 26, 2023 the Cooperative Board of Directors Resolution No. 2023-16 authorizing the acquisition a non-exclusive permanent easement and a non-exclusive temporary construction easement for the construction of the Southeast Wellfield on certain lands located in Polk County; and

WHEREAS, the Cooperative has determined the need to amend Resolution No. 2023-16 to remove the following Parcels (3059-TCE) and (3066-TCE).

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, Cooperative Resolution No. 2023-16 is amended to remove Parcels (3059-TCE) and (3066-TCE).

Section 3. That this Resolution shall take effect immediately upon its adoption.

Section 4. 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 15th day of May, 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

Polk Regional Water Cooperative

Agenda Item H.8.

5/15/2024

SUBJECT

Adopt Resolution 2024-20 to Amend Resolutions 2024-01, 2024-03, and 2024-09 Parcel Resolutions of Necessity to Acquire Specific Parcels to Update the Permanent Easement Terms (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 2024-20 amends Resolutions 2024-01, 2024-03, and 2024-09 to update the terms in the permanent easement.

The permanent easement terms are being adjusted for these parcels to allow property owners to retain the right to grant permission for ingress and egress, as well as installing and maintaining underground utilities that cross (in a perpendicular manner) the PRWC easement. The PRWC retains the right to approve these crossings. This change allows property owners to cross the PRWC easement with driveways or utility lines necessary to service their property in the future.

RECOMMENDATION

Adopt Resolution 2024-20 to Amend Resolutions 2024-01, 2024-03, and 2024-09 Parcel Resolution of Necessity to Acquire Specified Parcels to Update the Permanent Easement Terms.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Mark Addison

Ed de la Parte

POLK REGIONAL WATER COOPERATIVE

Resolution 2024-20

**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"** to Cooperative Resolutions 2024-01, 2024-03 and 2024-09, the nature and terms and duration of the non-exclusive permanent easement as set forth in **Exhibit "A"** hereto; 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"** to Cooperative Resolutions 2024-01, 2024-03 and 2024-09, the nature, term and duration of the nonexclusive temporary construction easement as set forth in **Exhibit "D"** to said Resolutions; 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 (10000-PE), (10000-TCE), (10001-PE), (10001-TCE) (10004-PE-A), (10004-PE-B) and (10004-TCE) in **Exhibits "A," and "C"** of Cooperative Resolution 2024-01 are ratified and confirmed and found to be reasonably necessary for the Cooperative's public purpose in constructing the Southeast Wellfield Project.

Section 3. That after consideration of the factors described in the foregoing recitals, the description of the property and interests described as Parcels (10022-PE), 10022-TCE), (10023-PE), (10023-TCE), (10024-PE), (10024-TCE), (10025-PE-A), 10025-TCE-A) (10025-PE-B) (10025-TCE-B), (10025-PE-C) and (10025-TCE-B) in **Exhibits "A," and "C"** of Cooperative Resolution 2024-03 are ratified and confirmed and found to be reasonably necessary for the Cooperative's public purpose in constructing the Southeast Wellfield Project.

Section 4. Section 3. 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," and "C"** of Cooperative Resolution 2024-09 are ratified and confirmed and found to be reasonably necessary for the Cooperative's public purpose in constructing the Southeast Wellfield Project.

Section 5. That this Resolution shall amend Cooperative Resolutions 2024-01, 2024-03 and 2024-09 to replace **Exhibit "B"** as to Parcels (10000-PE), (10000-TCE), (10001-PE), (10001-TCE) (10004-PE-A), (10004-PE-B), (10004-TCE), (10022-PE), 10022-TCE), (10023-PE), (10023-TCE), (10024-PE), (10024-TCE), (10025-PE-A), 10025-TCE-A) (10025-PE-B) (10025-TCE-B), (10025-PE-C), (10025-TCE-B), (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) with the attached **Exhibit "A"** to this Resolution.

Section 6. **Exhibit "D"** to Cooperative Resolutions 2024-01, 2024-03 and 2024-09 shall remain unchanged.

Section 7. 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," "C" and "D"** to Cooperative Resolutions 2024-01, 2024-03 and 2024-09 and **Exhibit "A"** hereto.

Section 8. 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 9. That this Resolution shall take effect immediately upon its adoption.

Section 10. 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 15th day of May, 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

[See Attached 2 Page]

EXHIBIT A
Nonexclusive Permanent Easement

[See Attached 2 Page]

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

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

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

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

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

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

Polk Regional Water Cooperative

Agenda Item H.9.

5/15/2024

SUBJECT

Approve the Stipulated Final Judgement with PH Citrus, LLC for PRWC Parcel Number 5038 Permanent and Temporary Construction Easements (Action)

DESCRIPTION

On March 19, 2024, the Tenth Judicial Court for Polk County approved a Stipulated Final Judgement to acquire easements on parcel 5038, owned by PH Citrus, LLC., based upon the PRWC’s power of Eminent Domain. Through this process the PRWC and PH Citrus negotiated the compensation owed to PH Citrus for the permanent and temporary easement.

Pursuant to the negotiated terms, PH Citrus will receive \$223,325 for one permanent easements (3.079 acres) and one temporary construction easements (0.60 acres). The acquisition of the easements results in the loss of 227 citrus trees and the relocation of existing irrigation mains, fencing, and gates.

The PRWC appraised cost for the permanent and temporary construction easements was \$106,150. The appraised cost did not include the value of the citrus trees within the easement or impacts to the existing irrigation system. PH Citrus provided a counteroffer to the PRWC appraised value inclusive of the cost for citrus tree loss, irrigation system relocation, and land value of \$409,410. Following negotiation an agreement was reached with PH Citrus, LLC at a cost to the PRWC of \$223,325 based upon the following breakdown:

Land cost for the 5038 PE & TCE	\$106,150 (PRWC appraisal amount)
Irrigation replacement costs	\$3,675
Citrus tree loss cost	<u>\$113,500</u>
TOTAL	\$223,325

The increase in the amount of compensation provided to PH Citrus, LLC above the PRWC appraised value is considered reasonable and appropriate given the additional items considered such as citrus tree loss and changes to the grove irrigation system. The PRWC is also required to pay statutory attorney fees mandated under Florida law of \$38,733.75. There are no additional expert fees. The total cost for the easement is \$262,058.75.

The negotiated settlement has numerous benefits to the PRWC as outlined below:

- 1) The settlement is just over half of the owner’s opinion of compensation and uses the PRWC appraisal amount for the land;
- 2) A jury trial and mediation were avoided, which would have exposed the PRWC to an additional estimated \$100,000-\$200,000 in costs;
- 3) The PRWC avoided the option of routing the transmission line in an alternate location, likely avoiding additional design, acquisition, and construction costs.

Acquisition of easements associated with PRWC Parcel 6006 (0.516 Acre Permanent Easement and 0.18 Temporary Construction Easement) was also completed as a part of the negotiations with PH Citrus, LLC. The PRWC appraised value for this easement was \$22,000 and the negotiated final price paid to PH Citrus,

LLC was \$75,675 with statutory attorney fees of \$17,712.75 (no expert costs). The acquisition of the easements results in the loss of 100 citrus trees and the relocation of existing irrigation mains, fencing, and gates. This settlement was approved by the PRWC Executive Director following the land acquisition process and cost thresholds detailed in PRWC Resolution 2024-12.

RECOMMENDATION

Approve the Stipulated Final Judgement with PH Citrus, LLC for PRWC Parcel Number 5038 Permanent and Temporary Construction Easements.

FISCAL IMPACT

The Stipulated Final Judgement provides that the PRWC will pay \$262,058.75 (inclusive of attorney fees) for PRWC Parcel Number 5038 Permanent and Temporary Construction Easements. These costs are anticipated to be reimbursed through a Heartland Headwaters Protection and Sustainability Act grant. A total of \$21,229,000 is budgeted for Southeast Wellfield Transmission Main land costs.

CONTACT INFORMATION

Eric DeHaven

IN THE CIRCUIT COURT
 OF THE TENTH JUDICIAL CIRCUIT
 IN AND FOR POLK COUNTY, FLORIDA

THE POLK REGIONAL WATER COOPERATIVE, an)
 Independent Special District created under the laws)
 of the State of Florida,)

Case No. 53-2023CA-
 00696738PE00
 00696738TC00

Petitioner,)

vs.)

PH CITRUS, LLC, a Delaware Limited Liability)
 Company; DUKE ENERGY FLORIDA, LLC, a Florida)
 Limited Liability Company f/k/a Duke Energy Florida,)
 Inc., a Florida Corporation, f/k/a Florida Power)
 Corporation, a Florida Corporation; METLIFE REAL)
 ESTATE LENDING, LLC, a Delaware Limited Liability)
 Company; ALCOMA PROPERTIES, LTD., a Florida)
 Limited Partnership; UPCO, INC., a Florida)
 Corporation; JOE G. TEDDER, POLK COUNTY TAX)
 COLLECTOR; and any and all other persons having)
 or claiming to have any right, title or interest by,)
 through, under or against the above-named)
 defendants, or otherwise claiming any right, title or)
 interest in the real property described in this action.)

Section: 08

5038-PE
 5038-TCE

Defendants.)

STIPULATED FINAL JUDGMENT
AS TO PARCELS 5038-PE AND 5038-TCE

THIS CAUSE came on for consideration by the Court upon the stipulation and motion of Petitioner, THE POLK REGIONAL WATER COOPERATIVE, an Independent Special District created under the laws of the State of Florida and Defendant, PH CITRUS, LLC, a Delaware Limited Liability Company (“PH CITRUS”), by and through their undersigned attorneys, for entry of this Stipulated Final Judgment, and the Court finding that the compensation to be paid by Petitioner for the taking of Parcels 5038-PE and

5038-TCE is full, just and reasonable for all parties concerned, and the Court being fully advised in the premises, it is:

ORDERED and ADJUDGED as follows:

1. This Court has jurisdiction of this action, of the subject properties, and of the parties in this cause pursuant to Chapters 73 and 74 of the Florida Statutes.

2. Defendant, PH CITRUS, recovers from the Petitioner the sum of TWO HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (\$223,325.00) in full payment for the property taken, and all other damages of any nature, subject to apportionment and payment to the Tax Collector of Polk County for pro rata taxes due, if any, and exclusive of attorneys' fees and costs.

3. The Petitioner, PRWC, will receive a credit for the good faith estimate of value deposited into the Court Registry in the amount of ONE HUNDRED SIX THOUSAND ONE HUNDRED FIFTY AND 00/100 DOLLARS (\$106,150.00) pursuant to the Stipulated Order of Taking entered on March 18, 2024.

4. Defendant shall be entitled to the deposit of the additional sum of ONE HUNDRED SEVENTEEN THOUSAND ONE HUNDRED SEVENTY-FIVE and 00/100 DOLLARS (\$117,175.00) to satisfy this judgment; this being the difference between the final award of compensation herein (Paragraph 2, above) and the Order of Taking deposit (Paragraph 3, above).

5. Defendant shall have and recover from Petitioner attorneys' fees in the amount of THIRTY-EIGHT THOUSAND SEVEN HUNDRED THIRTY-THREE AND 75/100 DOLLARS (\$38,733.75).

6. Within thirty (30) days of receipt by Petitioner of a conformed copy of this Stipulated Final Judgment, Petitioner shall deposit into the Registry of the Court the

amount of \$106,629.25 for Parcel 5038-PE (Case # 53-2023CA-00696738PE00) and \$10,545.75 for Parcel 5038-TCE (Case # 53-2023CA-00696738TC00) for a total of ONE HUNDRED SEVENTEEN THOUSAND ONE HUNDRED SEVENTY-FIVE and 00/100 DOLLARS (\$117,175.00) for the two parcels described above, pursuant to Paragraph 4, above.

7. Within thirty (30) days of receipt by Petitioner of a conformed copy of this Stipulated Final Judgment, Petitioner shall forthwith issue a check payable to the Trust Account of Gaylord Merlin Ludovici & Diaz, in the amount of THIRTY-EIGHT THOUSAND SEVEN HUNDRED THIRTY-THREE AND 75/100 DOLLARS (\$38,733.75), and mail said check to Blake Gaylord, Esq., Gaylord Merlin Ludovici & Diaz, 5001 W. Cypress Street, Tampa, FL 33607-3803, pursuant to Paragraph 5, above.

8. Title to Parcels 5038-PE and 5038-TCE, being fully described in Composite Exhibit "AA" attached hereto and incorporated herein, which vested in Petitioner pursuant to the Stipulated Order of Taking dated March 18, 2024 and the deposit of money theretofore made, is hereby approved, ratified, and confirmed.

9. The payments required herein constitute full compensation to the Defendant and Defendant shall not be entitled to any additional compensation, attorneys' fees or costs from Petitioner in this matter.

10. The Court retains jurisdiction to enforce the terms of this Final Judgment and to apportion the award herein.

ORDERED in Bartow, Polk County Florida on DDDD.

JJJJ

Copies furnished to:

The Polk Regional Water Cooperative
Serve: Anthony V. Policastro, Esq.
Policastro Law Group
1700 N. McMullen Booth Road, Suite C5
Clearwater, FL 33759
tony@policastrolaw.com
eric@policastrolaw.com

PH Citrus, LLC
c/o Blake Gaylord, Esq.
Gaylord Merlin Ludovici & Diaz
5001 West Cypress Street
Tampa, FL 33607-3803
bgaylord@gaylordmerlin.com

Metlife Real Estate Lending, LLC
c/o The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

Duke Energy Florida, LLC
Serve: Fred S. Werdine, Esq.
Michael P. Silver, Esq.
SHUTTS & BOWEN LLP
4301 W. Boy Scout Blvd., Suite 300
Tampa, Florida 33607
fwerdine@shutts.com
msilver@shutts.com

Joe G. Tedder
Polk County Tax Collector
Serve: Tineshia D. Morris, Esq.
Office of the Tax Collector
PO Box 2016
Bartow, FL 33831
tineshiamorris@polktaxes.com
legalservice@polktaxes.com

Copies for parties without e-mail addresses to be furnished via U.S. Mail by counsel for Petitioner

STIPULATION AND MOTION FOR ENTRY OF STIPULATED FINAL JUDGMENT

Petitioner, THE POLK REGIONAL WATER COOPERATIVE, an Independent Special District created under the laws of the State of Florida and Defendant, PH CITRUS, LLC, a Delaware Limited Liability Company, by and through their undersigned attorneys stipulate to and move the Court for entry of the foregoing Stipulated Final Judgment as to Parcels 5038-PE and 5038-TCE.



Anthony V. Policastro, Esq.
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Attorneys for Petitioner,
Polk Regional Water Cooperative

Blake H. Gaylord, Esq.
FBN 050761
Gaylord Merlin Ludovici & Diaz
5001 West Cypress Street
Tampa, FL 33607-3803
Phone: (813) 221-9000
bgaylord@gaylordmerlin.com
Attorneys for Defendant,
PH Citrus, LLC

STIPULATION AND MOTION FOR ENTRY OF STIPULATED FINAL JUDGMENT

Petitioner, THE POLK REGIONAL WATER COOPERATIVE, an Independent Special District created under the laws of the State of Florida and Defendant, PH CITRUS, LLC, a Delaware Limited Liability Company, by and through their undersigned attorneys stipulate to and move the Court for entry of the foregoing Stipulated Final Judgment as to Parcels 5038-PE and 5038-TCE.

Anthony V. Policastro, Esq.
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Attorneys for Petitioner,
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Gaylord Merlin Ludovici & Diaz
5001 West Cypress Street
Tampa, FL 33607-3803
Phone: (813) 221-9000
bgaylord@gaylordmerlin.com
Attorneys for Defendant,
PH Citrus, LLC

COMPOSITE EXHIBIT
“AA”

**SOUTHEAST LOWER FLORIDAN AQUIFER WATER PRODUCTION FACILITY AND
SOUTHEAST TRANSMISSION LINE PROJECT** **POLK COUNTY**

PARCEL: 5038-PE

ESTATE: PERMANENT EASEMENT

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, wells, 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 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 with 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 "A"

DESCRIPTION
5038-PE

DESCRIPTION:

A parcel of land being a portion of Parcel 1 as described in Official Records Book 8151, Pages 987 through 995, Public Records of Polk County, Florida, located in Section 35, Township 29 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Section 2, Township 30 South, Range 28 East, Polk County, Florida; thence South 89°39'29" West, along the North line of said Section 2, a distance of 730.83 feet to the Southeast corner of the West 1/2, of the of the Southeast 1/4 of Section 35, Township 29 South, Range 28 East also being the POINT OF BEGINNING; thence continue South 89°39'29" West along the North line of said Section 2, 43.34 feet; thence North 00°51'30" West, 2619.69 feet to the North line of said Parcel 1; thence North 89°48'32" East, along said North line, 59.06 feet to the East line of said Parcel 1, also being the West 1/2 of the Southeast 1/4 of said Section 35; thence South 00°30'52" East, along said East line, 2619.44 feet to the POINT OF BEGINNING.

Said parcel containing 134,118.36 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: 2023.09.28
16:33:11 -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 2
See sheet 2 of 2 for sketch.

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: 09/28/2023

CS PROJECT: 8825.03

5038-PE

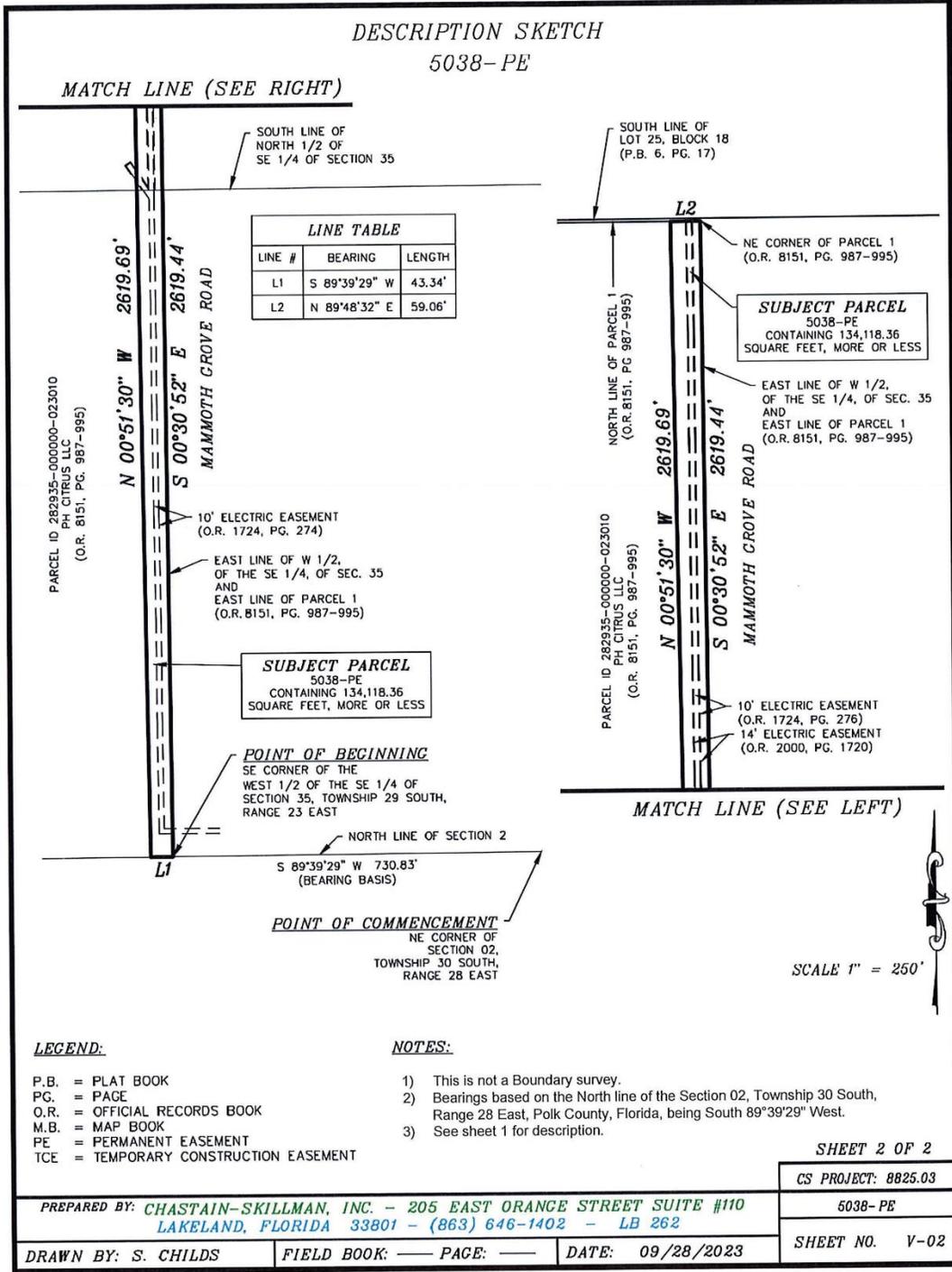
SHEET NO. V-01

P:\BB2503\CAD\Survey\KEY SHEET \13-MAMMOTH GROVE ROAD\BB2503-SCC-2023-07-05-MG ESMT.dwg 5038-PE Sep 28, 2023 4:10pm by: jammermann

DESCRIPTION SKETCH

5038-PE

MATCH LINE (SEE RIGHT)



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 89°39'29" W	43.34'
L2	N 89°48'32" E	59.06'

SUBJECT PARCEL
5038-PE
CONTAINING 134,118.36
SQUARE FEET, MORE OR LESS

POINT OF BEGINNING
SE CORNER OF THE
WEST 1/2 OF THE SE 1/4 OF
SECTION 35, TOWNSHIP 29 SOUTH,
RANGE 23 EAST

POINT OF COMMENCEMENT
NE CORNER OF
SECTION 02,
TOWNSHIP 30 SOUTH,
RANGE 28 EAST

LEGEND:

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

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings based on the North line of the Section 02, Township 30 South, Range 28 East, Polk County, Florida, being South 89°39'29" West.
- 3) See sheet 1 for description.

SCALE 1" = 250'

SHEET 2 OF 2

PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262			CS PROJECT: 8825.03
DRAWN BY: S. CHILDS			5038-PE
FIELD BOOK: — PAGE: —	DATE: 09/28/2023	SHEET NO. V-02	

P:\882503\CAD\Survey\KEY SHEET \19-MAMMOTH GROVE ROAD\882503-SCC-2023-07-05-MG ESM1.dwg 5038-PE (2) Sep 28, 2023 4:10pm b.y. Jannermann

**SOUTHEAST LOWER FLORIDAN AQUIFER WATER PRODUCTION FACILITY AND
SOUTHEAST TRANSMISSION LINE PROJECT** **POLK COUNTY**

PARCEL: 5038-TCE

ESTATE: TEMPORARY CONSTRUCTION EASEMENT

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 "B" are:

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

SEE ATTACHED EXHIBIT "B"
(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 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 area 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.

EXHIBIT "B"

DESCRIPTION
5038-TCE

DESCRIPTION:

A parcel of land being a portion of Parcel 1 as described in Official Records Book 8151, Pages 987 through 995, Public Records of Polk County, Florida, located in Section 35, Township 29 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Section 2, Township 30 South, Range 28 East, Polk County, Florida; thence South 89°39'29" West, along the North line of said Section 2, a distance of 774.17 feet to the POINT OF BEGINNING; thence continue South 89°39'29" West, along said North line, 10.00 feet; thence North 00°51'30" West, 2619.72 feet to the North line of said Parcel 1; thence North 89°48'32" East, along said North line, 10.00 feet; thence South 00°51'30" East, 2619.69 feet to the POINT OF BEGINNING. Said parcel containing 26,197.05 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: 2023.09.28
16:34:25 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
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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 of 2 for sketch.

PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03
DRAWN BY: S. CHILDS		5038-TCE
FIELD BOOK: — PAGE: —	DATE: 09/28/2023	SHEET NO. V-01

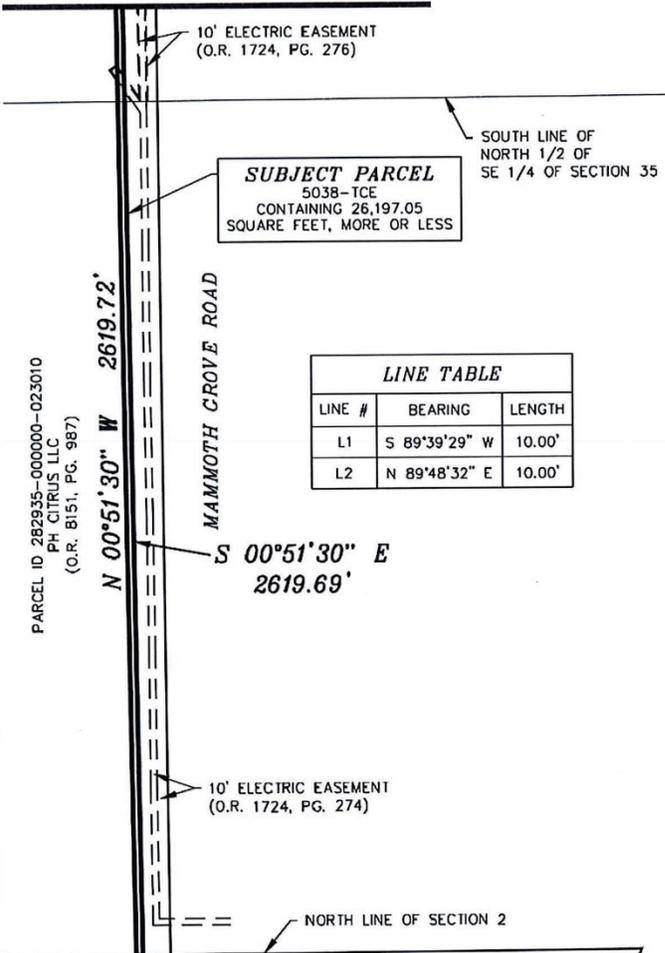
P:\882503\CAD\Survey\KEY SHEET \19-MAMMOTH GROVE ROAD\882503-SCC-2023-07-05-MG ESM.T.dwg 5038-TCE Sep 28, 2023 4:00pm by: jammermann

DESCRIPTION SKETCH

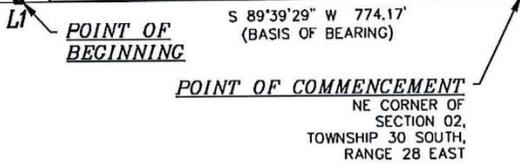
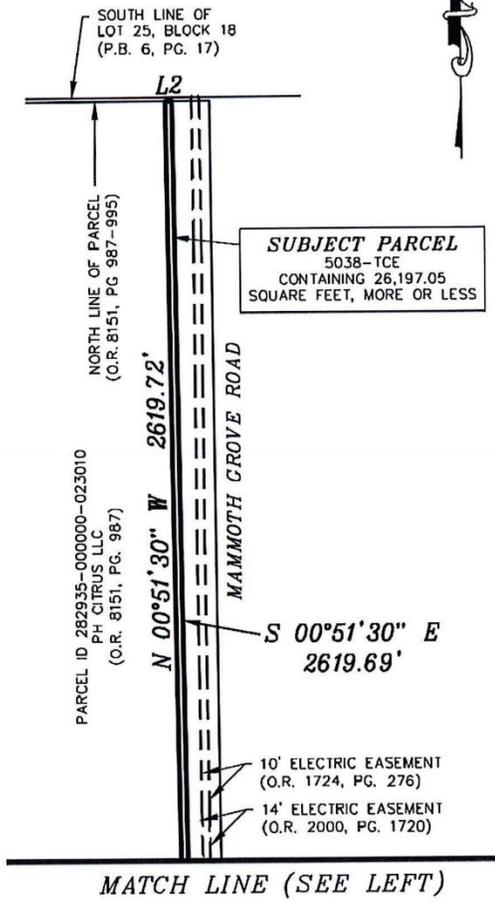
5038-TCE

SCALE 1" = 250'

MATCH LINE (SEE RIGHT)



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 89°39'29" W	10.00'
L2	N 89°48'32" E	10.00'



LEGEND:

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

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings based on the North line of the Northeast 1/4 of Section 02, Township 30 South, Range 28 East, Polk County, Florida, being South 89°39'29" West.
- 3) See sheet 1 for description.

SHEET 2 OF 2

CS PROJECT: 8825.03

5038-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: 09/28/2023

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Agenda Item I.1.

5/15/2024

SUBJECT

West Polk Schedule Options (Information)

DESCRIPTION

Each year, PRWC consultants work with members to update water demand projections. In October of 2023, updated projections for West Polk participating members were lower than previously estimated. While the current schedule contemplates a Phase 1 West Polk Water Production Facility (WPF) coming online in 2028 with a capacity of 2.5 MGD, member 2028 demands for the West Polk WPF are currently estimated to be only 0.62 MGD.

Concurrently, staff and consultants continue to work with the acquisition team and contractors to complete the Southeast WPF project. Schedule delays have occurred, driven primarily by the acquisition process. This information, coupled with West Polk demand updates, has driven staff to evaluate potential modifications to the West Polk schedule.

This presentation will summarize the drivers that are influencing the West Polk schedule and will present a range of potential outcomes. While this is an information only item, the Board will be asked to provide guidance to staff on an implementation plan in future meetings.

RECOMMENDATION

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

FISCAL IMPACT

No fiscal impacts.

CONTACT INFORMATION

Mary Thomas, Carollo

Polk County
Polk Regional Water Cooperative

Agenda Item I.2.

5/15/2024

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