

UTILITY INFRASTRUCTURE AGREEMENT

THIS UTILITY INFRASTRUCTURE AGREEMENT (the “Agreement”) is made and entered into as of the Effective Date (defined in Section 9, below), by and between **Clayton Properties Group, Inc.**, a Tennessee corporation, the address of which is 3020 S. Florida Avenue, Suite 101, Lakeland, Florida 33803 (hereinafter referred to as “Clayton” or “Developer”) and **Polk County** (the “County”), a political subdivision of the State of Florida, 330 West Church Street, Bartow, Florida 33830. The Developer and the County are also referred to herein individually as a “Party” and collectively as the “Parties.”

W I T N E S S E T H

WHEREAS, the Developer is the owner of that certain real property (the “Property”) situated in Polk County, Florida, which is situated south of Crews Lake Drive and east of Yarborough Lane, as generally described and depicted on the attached composite Exhibit “A;” and

WHEREAS, the Property is also identified with reference to the following Polk County Property Appraiser Parcel Identification Numbers:

Parcels: 242923288000004001, 242923288000004002, 242923288000003900,
242923288000004100, 242923288000004200, 242923288000005500;
2429230000000042020, 242923288000005700, and 242923288000005801; and

WHEREAS, Clayton received a planned development approval for a single family detached project (the “Project”) in LDPD-2021-17 on September 22, 2021; and

WHEREAS, Clayton has received final Level 2 approval through the County’s land development process for up to 558 single family homes and associated infrastructure for the Project as identified by LDRES-2022-3, which is generally depicted on the Site Plan attached hereto as Exhibit “B;” and

WHEREAS, Clayton has determined it essential for the Property development that public potable water and wastewater services be available to serve the Property; and

WHEREAS, the Property is located within the County’s Southwest Regional Utility Service Area (“SWRUSA”), a geographic area where the County provides potable water, wastewater, and reclaimed water services; and

WHEREAS, the County has an existing eight-inch (8”) wastewater force main in the Crews Lake Drive right of way near the Property, which is inadequate to serve the Project and future development in undeveloped portions of the service area, and

WHEREAS, the County’s SWRUSA Master Plan addresses extending existing County wastewater utility service mains into undeveloped portions of the service area where the County expects future development; and

WHEREAS, Clayton has requested the County extend its existing wastewater force main located south of East County Road 540A from its existing terminus at or near the western boundary of the Hickory Ridge subdivision to the intersection of County Road 540A and Yarborough Lane, and install a separate wastewater force main south from the County Road 540A and Yarborough Lane intersection to the Project entrance as generally depicted on Exhibit “C” (each a “Utility Service Main”; together, the “Utility Service Mains”) ahead of the time projected in the Master Plan; and

WHEREAS, to facilitate the Utility Service Main extensions Clayton wishes to design, permit, construct, and install those wastewater main extensions; and

WHEREAS, based on the anticipated future development of the surrounding area, the County has determined it is in its best interest to proceed with Clayton designing, permitting, constructing, and installing the Utility Service Mains; and

WHEREAS, Clayton has received County Level 2 approval for constructing the Utility Service Mains as project number LDNON-2023-216, as generally described on the attached Exhibit "C" attached hereto; and

WHEREAS, the County has Community Investment Program funds available to pay a share of the cost associated with the design, permitting, and construction of the Utility Service Mains; and

WHEREAS, current economic conditions preclude the Developer from initially paying all costs to construct and install the Utility Service Mains, then seek reimbursement from the County for the County's share of such costs; and

WHEREAS, the County recognizes that the Project scope and current economic conditions have created circumstances requiring a need for the County to enter into a special arrangement with the Developer pursuant to Section 10 G) of Ordinance 2010-81 for the County's payment of its share of the Utility Service Mains cost as described herein; and

WHEREAS, the Parties desire to enter into this Agreement to establish the respective rights and obligations of the Developer and the County in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Recitals.** The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation, which is the basis for the Agreement.

2. **Condition Precedent.** The County's obligation to reimburse the Developer for costs associated with construction of utility infrastructure is contingent on the following: (i) the Developer obtains and maintains all required permits and approvals necessary for the construction and installation of the Utility Service Mains; (ii) the Developer selects responsible professionals to design, permit, and construct the infrastructure that are mutually agreeable with the County; (iii) the infrastructure is designed and constructed in accordance with the applicable standards stated in this Agreement, to include without limitation those stated in the County's Utilities Standards and Specifications Manual, latest revision; and (iv) the County is permitted to have Polk County Land Development Construction Site Representatives observe the work during the course of construction of the Utility Service Mains.

3. **Infrastructure Components** The Developer shall contract with qualified professionals to design, permit, and construct the infrastructure components as described below. The infrastructure components will be located within the limits depicted on the attached Exhibit "C." Reimbursement by the County for each component will be as described below.

4. Utility Service Mains and a Master Lift Station

a. County Road 540A Western Force Main Extension

Clayton shall fund, design, permit, construct, and install a sixteen-inch (16") wastewater force main together with all required valves, fittings, services and associated appurtenances (collectively, the "CR540A Western FM Extension") that will extend approximately four thousand (4,000) linear feet east from an existing County force main located at near the western boundary of the Hickory Ridge subdivision along the south side of the right of way of County Road 540A to a point where the force main is expected to reduce to a twelve inch (12") pipe which is expected to be located where McCall Road and County Road 540 intersect, as generally depicted on the attached **Exhibit "C."** The Developer shall be responsible for obtaining all utility easements necessary for the construction, operation and maintenance of the CR540A Western FM Extension. The County must approve the final design and location of the sixteen-inch (16") wastewater force main. The Developer shall commence construction and installation work on each respective component of this project within one hundred twenty (120) days after the County approves the final design for the particular component. Once commenced, the Developer will work continuously and diligently to complete all work within twenty-four (24) months. If Developer provides proof of continuous and diligent work to the County, the County and Developer may agree in writing, without amending or modifying this Agreement, to extend the twenty-four (24) month construction period in the event of commercially reasonable, unavoidable delay, including but not limited to weather, lack of necessary materials, or other natural events, not caused by Developer actions prevents completion of construction.

b. County Road 540A Eastern Force Main Extension

Clayton shall fund, design, permit, construct, and install a twelve-inch (12") wastewater force main together with all required valves, fittings, services and associated appurtenances (collectively, the "CR540A Eastern FM Extension") two thousand five hundred (2,500) linear feet east from the terminus of the CR540A Western FM Extension east along the south side of County Road 540A to the point of intersection with Yarborough Lane, as generally depicted on the attached **Exhibit "C"**. The Developer shall be responsible for obtaining all utility easements necessary for the construction, operation and maintenance of the CR540A Eastern FM Extension. The County must approve the final design and location of the twelve-inch (12") wastewater force main. The Developer shall commence construction and installation work on each respective component of this project within one hundred twenty (120) days after the County approves the final design for the particular component. Once commenced, Clayton will work continuously and diligently to complete all work within twenty-four (24) months. If Developer provides proof of continuous and diligent work to the County, the County and Developer may agree in writing, without amending or modifying this Agreement, to extend the twenty-four (24) month construction period in the event of commercially reasonable, unavoidable delay, including but not limited to weather, lack of necessary materials, or other natural events, not caused by Developer actions prevents completion of construction.

c. Yarborough Lane Force Main Extension

Clayton shall fund, design, permit, construct, and install a twelve-inch (12") wastewater force main together with all required valves, fittings, services and associated appurtenances (collectively, the "Yarborough FM Extension") approximately four-thousand two hundred(4,200) linear feet east from the terminus of the CR540A Eastern FM Extension south along the west side of the existing Yarborough Lane right of way to the point of intersection with southern entrance of the Project as generally depicted on the attached **Exhibit "C"**. The Developer shall be responsible for obtaining all utility easements necessary for the construction, operation and maintenance of the Yarborough FM Extension along Yarborough Lane. Clayton shall be responsible for obtaining all utility easements necessary for the construction, operation and maintenance of the Yarborough FM Extension within the Project. The County must approve the final design and location of the twelve-inch (12") wastewater force main. The Developer shall commence construction and installation work on each respective component of this project within one hundred twenty (120) days after the County approves the final design for the particular component. Once commenced, Clayton will work continuously and diligently to complete all work within twenty-four (24) months. If Developer provides proof of continuous and diligent work to the County, the County and Developer may agree in writing, without amending or modifying this Agreement, to extend the twenty-four (24) month construction period in the event of commercially reasonable, unavoidable delay, including but not limited to weather, lack of necessary materials, or other natural events, not caused by Developer actions prevents completion of construction.

5. Cost Share for Utility Service Mains. The County will reimburse the Developer a percentage of the actual cost it incurs to design, permit, construct, and install the Utility Service Mains, as follows:

CR540A Western FM Extension (16")	84.3%
CR540A Eastern FM Extension (12"), and	72.6%
Yarborough FM Extension (12")	72.6%
Miscellaneous Costs	77.1%

The Developer estimates the total cost to design, permit, construct, and install the Utility Service Mains will be \$3,902,426.00, as shown on the Reimbursement Form attached as **Exhibit "D."** If the actual total cost for any Utility Service Main exceeds its final estimated cost, the Developer shall be solely responsible for payment of such excess costs. As the Developer undertakes construction and installation of the Utility Service Mains, the Developer will invoice the County on a monthly basis for the County's corresponding share of the cost for the respective project work completed during the prior month, providing the County copies of Applications for Payment, invoices, bills, copies of check payment, releases of lien, and other documents substantiating the invoiced amount. Each invoice must separately and specifically account for the costs incurred for each Utility Service Main. The County shall pay the Developer the full amount of the substantiated costs stated in an invoice no later than 30 days after the date the County receives a complete reimbursement invoice.

6. Ownership. Immediately upon completing each Utility Service Main the Developer shall submit the necessary construction and financial information to the County so it can confirm the

Utility Service Main has been properly constructed and installed and that all contractors, subcontractors, and material suppliers have been paid in full. The Developer shall submit written documentation to the County no later than sixty (60) days after it has completed construction and installation of each Utility Service Main to include without limitation: (1) copies of field inspections, test reports and regulatory agency permits/clearances, (2) Letter of Dedication, (3) Engineer of Record Certification, (4) Contractor's Certification of Completion, (5) Schedule of Values, (6) Release of Liens, and (7) Final Record Drawings. In addition written documentation shall include contractor invoices and proof of payments by copy of the check or bank invoices to include records and documentation evidencing the Utility Service Main costs incurred. The submitted materials shall meet all County Utilities Code requirements and all other County financial and accounting requirements. Upon delivery of documents to the County, the County shall have thirty (30) days to review and determine whether submitted documentation is complete and, if not, to request the Developer submit any additional documentation needed. Once the County has determined that all necessary documentation has been submitted and meets all requirements, the Utility Service Mains will be presented to the Polk County Board of County Commissioners for acceptance, ownership, operation and maintenance responsibilities.

7. Warranty Period. The Developer shall warrant the Utility Service Mains for a period of one year from the date in which the County accepts the respective improvements for ownership, operation and maintenance. If the warranty period has not been completed prior to the expiration of this Agreement, the warranty period shall survive the expiration and shall continue until the one-year period is complete.

8. Notices. Whenever either party desires to give notice to the other, it must be given by written notice delivered: (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 8. For the present, the parties designate the following as the respective places for giving notice:

- a. Notice to the County shall be:

Polk County
Attn.: Director, Utilities Division
Drawer UT01, P. O. Box 9005
Bartow, Florida 33831-9005

with a copy to:

Polk County
Attn.: County Attorney
Drawer AT01, P.O. Box 9005
Bartow, FL 33831-9005

- b. Notices to Developer shall be:

Clayton Properties Group, LLC
Attn: Joel Adams
3020 S. Florida Ave., Suite 101
Lakeland, FL 33803

with a copy to:

Peterson & Myers, P.A.
Attn: John B. (Bart) Allen
P.O. Box 24628
Lakeland, FL 33802

Notices shall be effective upon receipt or upon refusal to accept receipt.

9. **Effective Date.** The Effective Date of this Agreement shall be the date the County executes this Agreement.

10. **Expiration.** Unless sooner terminated as provided herein, this Agreement shall expire on the date the Parties complete all their respective Agreement duties and obligations.

11. **Default and Remedy.** If either Party materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Party receives written notice of the default from the other non-defaulting Party, then the non-defaulting Party may as its sole and exclusive remedy, except with respect to any amount that may be due and payable pursuant to Section 14, below, enforce this Agreement by suit for specific performance in full settlement of all claims arising from such material default, each Party expressly waiving any right to recover damages from the other Party. The County may seek recovery for any amount due pursuant to Section 14 in an action at law or equity.

12. **Limitation of Liability.** IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE DEVELOPER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

13. **Indemnity.** The Developer shall indemnify, defend (by counsel reasonably acceptable to the County), protect and hold harmless the County and its officers, employees, and agents from and against any and all claims, demands, actions, causes of action, suits, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) arising out of or resulting from the design, construction, and installation of the Utility Service Mains all as described in Sections 4 – 6, above, that are caused in whole or in part by an act or omission of the Developer, its engineers, designers, contractors, subcontractors, material suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The provisions of this Section 13 shall survive the expiration or earlier termination of this Agreement.

14. **Employment Eligibility Verification (E-Verify)**

- a. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

- b. Pursuant to Section 448.095(5), Florida Statutes, the Developer, and any contractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Developer or contractor. The Developer acknowledges and agrees that (i) the County and the Developer may not enter into this Agreement, and the Developer may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.
- c. By entering into this Agreement, the Developer becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all contractors to provide an affidavit attesting that the contractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a contractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the contract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the Developer, the Developer may not be awarded a public contract for a period of 1 year after the date of termination. The Developer shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

15. Waiver. A waiver by either Party of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either Party with the knowledge of the other Party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

16. Attorneys' Fees and Costs. Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

17. Modification. This Agreement may only be modified by a written amendment properly executed by the Parties. No oral modifications will be effective or binding.

18. Integration. This Agreement sets forth the entire agreement between the Parties with respect to its subject matter and that there are no promises or understandings other than those stated herein.

This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the Parties pertaining to the Utility Service Main extensions, whether written or oral.

19. **Counterparts.** This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

20. **Governing Law; Venue.** This Agreement shall be governed and interpreted under the laws of the State of Florida. Venue for any action relating to the construction, interpretation, or enforcement of this Agreement shall be the courts of the Tenth Judicial Circuit, Polk County, Florida.

21. **Binding Effect; Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of all successors and assigns of the Parties. The Developer's conveyance or transfer of title (by any means) to any portion of the Property shall not relieve Developer of its Agreement obligations to the County. Those conveyed fee simple title to any portion of the Property shall be jointly and severally responsible with the Developer for the performance of all the Developer's obligations to the County hereunder to include without limitation those undertaken pursuant to Section 4, Section 5, and Section 6, above, unless the benefits and entitlements herein described are otherwise assigned or transferred in accordance with this Agreement. The County must consent to any proposed Agreement assignments of obligations, benefits, or entitlements to those who are not conveyed fee simple title to a portion of the Property. The County will not unreasonably withhold its consent to any such proposed assignment or transfer.

22. **Days.** The term "days" in this Agreement shall mean calendar days, unless otherwise so noted. If a date for performance falls on a Saturday, Sunday, or legal State of Florida or federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday or legal holiday.

23. **Severability.** If any section, phrase, sentence or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

24. **Human Trafficking Attestation.** Prior to being eligible for reimbursement of costs as provided herein, the Developer must execute and deliver an affidavit to the County as required by Section 787.06, Florida Statutes, attesting the Developer does not use coercion for labor or services. The affidavit shall be in a form acceptable to the County.

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

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have made and executed this Agreement as of the Effective Date.

ATTEST:

Stacy M. Butterfield
Clerk of the Board

Deputy Clerk

Approved as to form and legal sufficiency:

By: _____
County Attorney's Office

POLK COUNTY,

a political subdivision of the State of Florida

By: _____
T. R. Wilson, Chairman
Board of County Commissioners

Date: _____, 2025

ATTEST:

CLAYTON PROPERTIES GROUP, INC.

a Tennessee corporation

By: [Signature]
Signature
Brent Elliott
Print Name
CFO
Title
[SEAL]

By: [Signature]
Signature
D. Joel Adams
Print Name
Vice President
Title



STATE OF Florida
COUNTY OF Polk

The foregoing instrument is hereby acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27 day of March, 2025, by D. Joel Adams as Vice President of CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, on behalf of the corporation. He/She is ☒ personally known to me or ☐ has produced _____ as identification.

NOTARY PUBLIC: [Signature]

Seal

My Commission Expires: 10/15/28

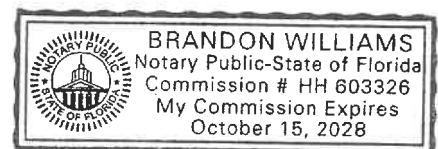


EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1

Lot 40 of Section 23, Township 29 South, Range 24 East, W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT of Lakeland Highlands, Florida, said lot being equivalent to the NW 1/4 of the NW 1/4 of the SW 1/4 of said Section, Township and Range. Parcel ID 242923-288000-004001 and 242923-288000-004002.

And

Parcel 2

Lot 39 of W.F. HALLAM & COMPANY'S CLUB COLONY TRACT of Lakeland Highlands, according to the plat thereof recorded in Plat Book 1, Page 102, of the Public Records of Polk County, Florida and that part of vacated road recorded December 21, 2017 in Official Records Book 10348, Page 703, LESS that portion of additional road right-of-way recorded for Crews Lake Drive. Parcel ID. 242923-288000-003900.

And

Parcel 3

Lot 41 of Section 23, Township 29 South, Range 24 East, of W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT of Lakeland Highlands, Florida, according to plat thereof recorded in Plat Book 1, Page 102, public records of Polk County, Florida. Parcel ID. 242923-288000-004100.

And

Parcel 4

The SE 1/4 of NW 1/4 of SW 1/4 of Section 23, Township 29 South, Range 24 East, also known as Lot 42 of W. F. Hallam & Co's Club Colony Tract of Lakeland Highlands, according to the map or plat thereof as recorded in Plat Book 1, Page 102A of the public records of Polk County, Florida and that part of vacated road recorded December 21, 2017 in Official Records Book 10348, Page 703. Parcel ID. 242923-288000-004200.

And

Parcel 5

Lots 55 and 56 of Section 23, Township 29 South, Range 24 East, of W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT of Lakeland Highlands, Florida, according to plat thereof recorded in Plat Book 1, Page 102, public records of Polk County, Florida and that part of vacated road recorded December 21, 2017 in Official Records Book 10348, Page 703. Parcel ID. 242923-288000-005500.

And

Parcel 6

The SW 1/4 of the SW 1/4 of the SW 1/4 in Section 23, Township 29 South, Range 24 East or Lot 57 of W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS FLORIDA, according to the map or plat thereof as recorded in Plat Book 1, Page 102A, and that part of vacated road recorded December 21, 2017 in Official Records Book 10348, Page 703, Public Records of Polk County, Florida. Parcel ID. 242923-288000-005700.

And

Parcel 7

The SE 1/4 of the SW 1/4, LESS the NE 1/4 of SE 1/4 of SW 1/4 of Section 23, Township 29 South, Range 24 East, and that part of vacated road recorded December 21, 2017 in Official Records Book 10348, Page 703, Public Records of Polk County, Florida. Parcel ID. 242923-000000-042020.

And

Parcel 8

Lot 58, in Section 23, Township 29 South, Range 24 East, W. F. Hallam & Co.'s Club Colony Tract, according to the map or plat thereof recorded in Plat Book 1, Page 102 and that part of vacated road recorded December 21, 2017 in Official Records Book 10348, Page 703, Public Records of Polk County, Florida. Parcel ID. 242923-288000-005801.

And

Parcel 9

The NE 1/4 of the NE 1/4 of the NW 1/4 of Section 26, Township 29 South, Range 24 East, and that part of vacated road recorded December 21, 2017 in Official Records Book 10348, Page 703, LESS road right-of-way, lying in Polk County, Florida. Parcel ID. 242926-000000-031030.

And

Parcel 10

The Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 23, Township 29 South, Range 24 East, LESS road right-of-way, lying in Polk County, Florida. Parcel ID. 242923-000000-024030.

And

Parcel 11

The Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 23, Township 29 South, Range 24 East, and that part of vacated road recorded December 21, 2017 in Official Records Book 10348, Page 703, LESS road right-of-way, lying in Polk County, Florida. Parcel ID. 242923-000000-024050.

And

Parcel 12

Lots 7 and 8 of W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS FLORIDA, according to the map or plat thereof as recorded in Plat Book 1, Page 102A, also described as The N 1/2 of the NW 1/4 of the NW 1/4 in Section 26, Township 29 South, Range 24 East and that part of vacated road recorded December 21, 2017 in Official Records Book 10348, Page 703, Public Records of Polk County, Florida, Less the North 24.0 feet of the West 65.0 feet of the NW1/4 of the NW1/4 of the NW 1/4. Parcel ID. 242926-289500-000072.

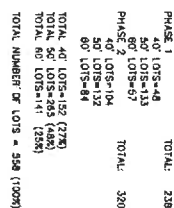
Less and Except

That part of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 and that part of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 23, Township 29 South, Range 24 East and that part of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 29 South, Range 24 East, Polk County, Florida being more particularly described as follows:

Begin at the Northwest corner of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 26, the same also being the Northeast corner of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 26 and also the Southeast corner of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 23 and also the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 23; thence North 89°43'15" East along the South

boundary of said Section 23, a distance of 30.00 feet; thence departing said South boundary, North 00°39'14" West a distance of 382.46 feet to the point of curvature of a curve concave Easterly having a radius of 1970.00 feet; thence Northerly along the arc of said curve, through a central angle/delta of 4°07'19" (chord = 141.70 feet, chord bearing = North 01°24'25" East) for a distance of 141.73 feet to the point of reverse curvature with a curve concave Westerly having a radius of 2030.00 feet; thence Northerly along the arc of said curve, through a central angle/delta of 3°46'28" (chord = 133.71 feet, chord bearing = North 01°34'51" East) for a distance of 133.73 feet to the non-tangent, non-radial intersection with the North boundary of the aforementioned Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 23; thence South 89°38'18" West along said North boundary and along the North boundary of the aforementioned Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 23, a distance of 180.53 feet; thence departing said North boundary, South 00°39'14" East, a distance of 250.00 feet; thence North 89°20'46" East, a distance of 110.39 feet to the non-tangent, non-radial intersection with a curve concave Easterly having a radius of 2030.00 feet; thence Southerly along the arc of said curve, through a central angle/delta of 0°44'15" (chord = 26.13 feet, chord bearing = South 00°17'07" East) for a distance of 26.13 feet to the point of tangency; thence South 00°39'14" East, a distance of 538.78 feet to the point of curvature of a curve concave Northeasterly having a radius of 595.00 feet; thence Southeasterly along the arc of said curve, through a central angle/delta of 18°14'38" (chord = 188.66 feet, chord bearing = South 09°46'33" East) for a distance of 189.46 feet to the non-tangent, non-radial intersection with the East boundary of the aforementioned Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 26; thence departing said curve and along the said East boundary, North 00°38'19" West a distance of 342.78 feet to the point of beginning.

B



© 2023 KIRLEY-HORN AND ASSOCIATES, INC.
109 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33801
PHONE: 883-7671-8762
WWW.KIRLEY-HORN.COM REGISTRY NO. 35106

[illegible]



REIMBURSEMENT FORM TOUCHSTONE OFFSITE FORCE MAIN					
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
I. MISCELLANEOUS					
1	Mobilization/Demobilization (Not to Exceed 10% of Bid)	1	LS	\$ 310,000	\$ 310,000
2	Maintenance of Traffic	1	LS	\$ 275,000	\$ 275,000
3	Erosion and Sediment Control, Clearing & Grubbing, FM Connection, and Pre-construction Video	1	LS	\$ 110,000	\$ 110,000
4	As-Built Survey and Project Closeout	1	LS	\$ 22,000	\$ 22,000
5	Construction Testing and Staking	1	LS	\$ 67,000	\$ 67,000
SUBTOTAL					\$ 784,000
II. PROPOSED IMPROVEMENTS					
CR540A WESTERN FM EXTENSION					
6	16" PVC DR 18 Force Main (Open Cut) Inclusive of fittings, restoration, etc	3,948	LF	\$ 280	\$ 1,105,440
7	12" PVC DR 18 Force Main (Open Cut Stub Out) Inclusive of fittings, restoration, etc)	11	LF	\$ 195	\$ 2,145
8	6" PVC DR 18 Force Main (Open Cut Stub Out) Inclusive of fittings, restoration, etc)	16	LF	\$ 170	\$ 2,720
9	16" Gate Valves	3	EA	\$ 14,000	\$ 42,000
10	12" Gate Valves	1	EA	\$ 6,500	\$ 6,500
11	2" Air Release Valves	4	EA	\$ 5,400	\$ 21,600
12	6" Gate Valve	1	EA	\$ 4,300	\$ 4,300
14	Roadway 1" Mill and Resurface	7,478	SY	\$ 18	\$ 134,604
15	Roadway Replacement	4,307	SY	\$ 80	\$ 344,560
16	Sidewalk Replacement	39	SY	\$ 320	\$ 12,480
SUBTOTAL					1,676,349
CR540A EASTERN FM EXTENSION					
11	12" HDPE DR 11 Force Main (Directional Drill) Inclusive of fittings, restoration, etc)	3,898	LF	\$ 192	\$ 748,416
12	12" PVC DR 18 Force Main (Open Cut) Inclusive of fittings, restoration, etc)	116	LF	\$ 195	\$ 22,620
14	12" Gate Valves	3	EA	\$ 6,500	\$ 19,500
15	2" Air Release Valves	9	EA	\$ 5,400	\$ 48,600
14	Roadway 1" Mill and Resurface	529	SY	\$ 18	\$ 9,522
15	Roadway Replacement	285	SY	\$ 80	\$ 22,800
16	Sidewalk Replacement	27	SY	\$ 320	\$ 8,640
SUBTOTAL					880,098
YARBOROUGH FM EXTENSION					
7	12" HDPE DR 11 Force Main (Directional Drill) Inclusive of fittings, restoration, etc)	300	LF	\$ 192	\$ 57,600
8	12" PVC DR 18 Force Main (Open Cut) Inclusive of fittings, restoration, etc)	2,371	LF	\$ 195	\$ 462,345
10	12" Gate Valves	1	EA	\$ 6,500	\$ 6,500
15	2" Air Release Valves	3	EA	\$ 5,400	\$ 16,200
14	Roadway 1" Mill and Resurface	203	SY	\$ 18	\$ 3,654
15	Roadway Replacement	128	SY	\$ 80	\$ 10,240
16	Sidewalk Replacement	17	SY	\$ 320	\$ 5,440
SUBTOTAL					561,979
SUMMARY					
I. MISCELLANEOUS					\$784,000
II. PROPOSED IMPROVEMENTS					\$ 3,118,426
CONSTRUCTION TOTAL					\$ 3,902,426
REIMBURSEMENT					
I. MISCELLANEOUS					\$604,464
II. CR540A WESTERN FM EXTENSION (84.3%)					\$1,413,162
III. CR540A EASTERN FM EXTENSION (72.6%)					\$638,951
IV. YARBOROUGH FM EXTENSION (72.6%)					\$407,997
TOTAL COUNTY TO REIMBURSE DEVELOPER					\$3,064,574
NOTE: 84.3% REIMBURSEMENT USED FOR CR540A WESTERN FM EXTENSION, 72.6% FOR CR540A EASTERN FM EXTENSION, AND 72.6% FOR YARBOROUGH FM EXTENSION PER UTILITY INFRASTRUCTURE AGREEMENT AND 77.1% FOR MISC COSTS.					