

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,)

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.)

Defendants.)

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

Section: 08

5038-PE
5038-TCE

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.



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Attorneys for Petitioner,
Polk Regional Water Cooperative

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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

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.

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

SHEET 1 OF 2
See sheet 2 of 2 for sketch.

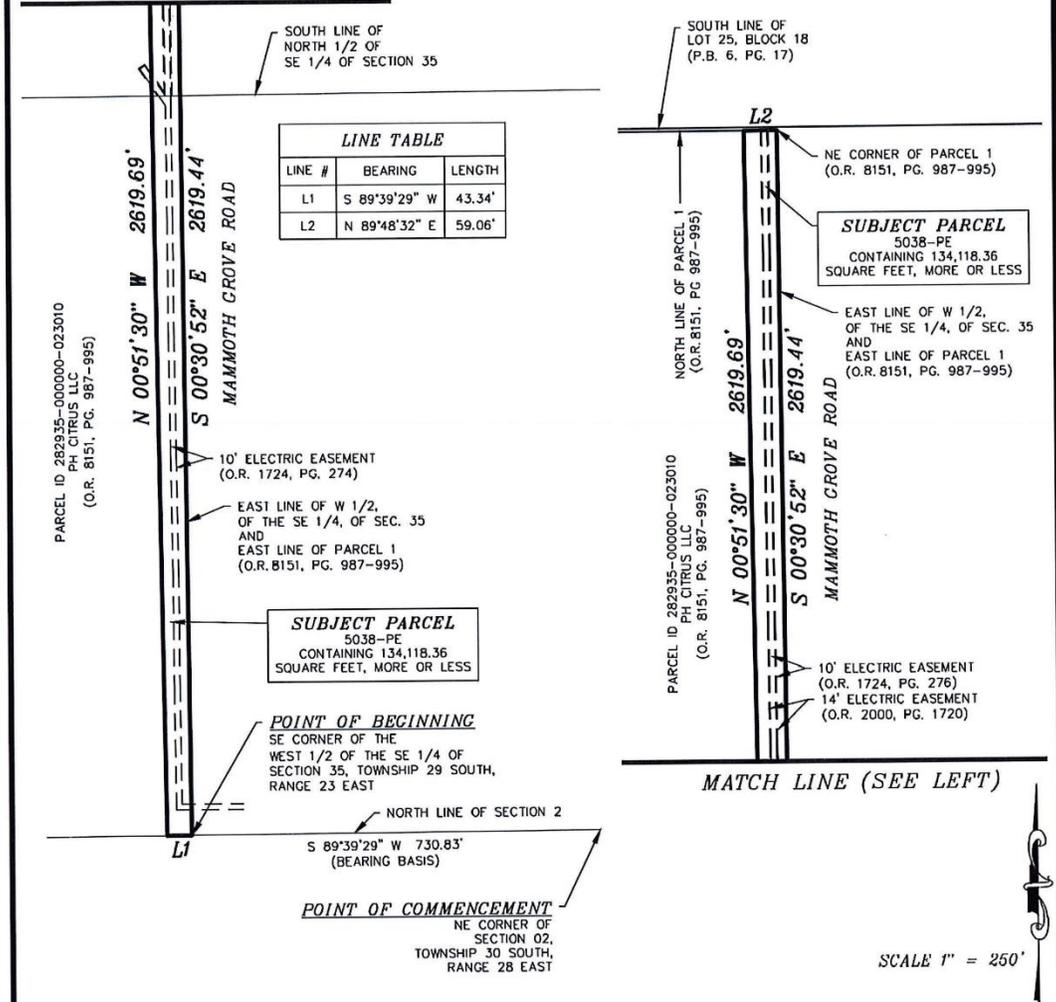
PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03
DRAWN BY: S. CHILDS		5038-PE
FIELD BOOK: — PAGE: —	DATE: 09/28/2023	SHEET NO. V-01

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DESCRIPTION SKETCH

5038-PE

MATCH LINE (SEE RIGHT)



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.

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

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**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.



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Date: 2023.09.28
16:34:25 -04'00'

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FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
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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

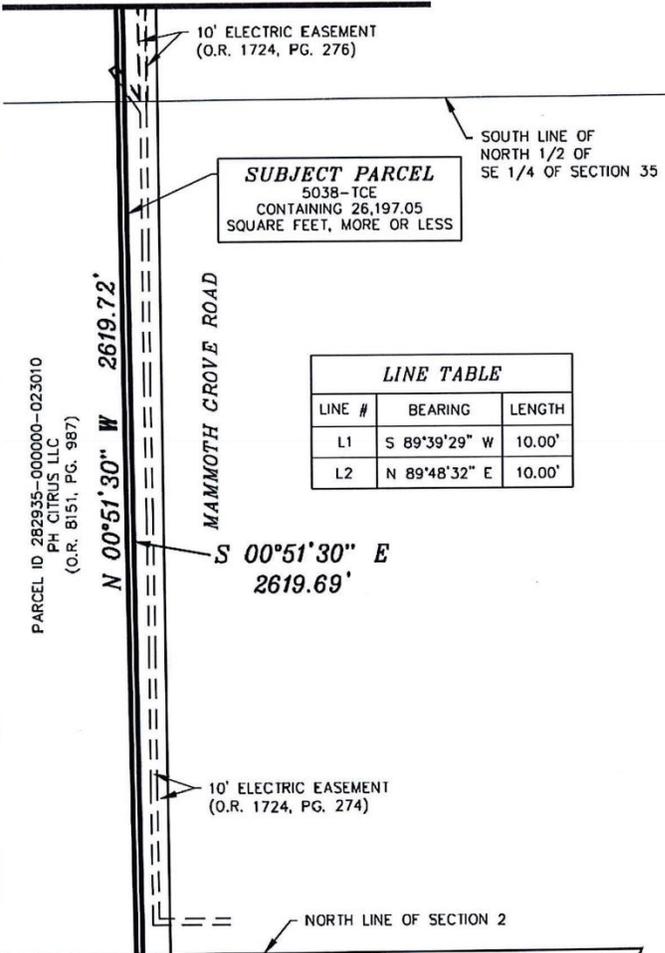
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DESCRIPTION SKETCH

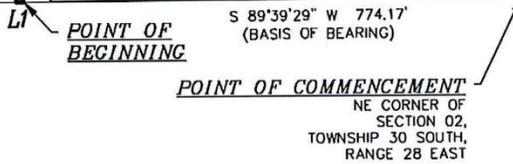
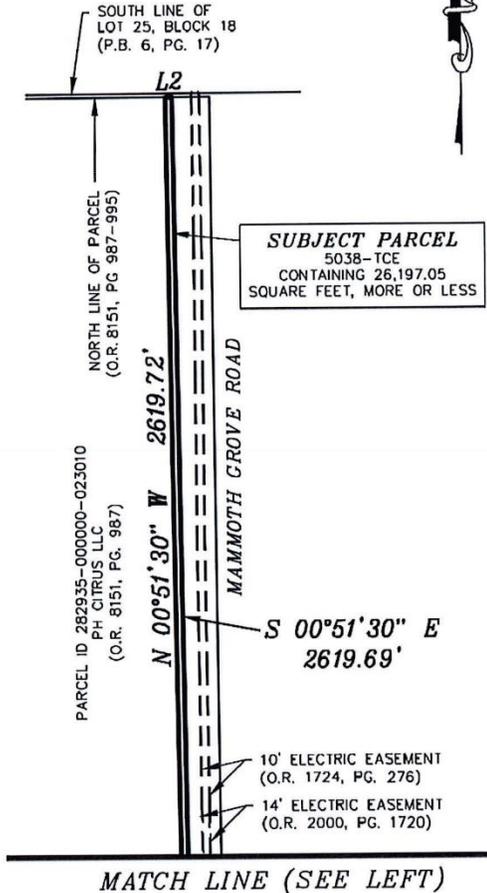
5038-TCE

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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