

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 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 (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

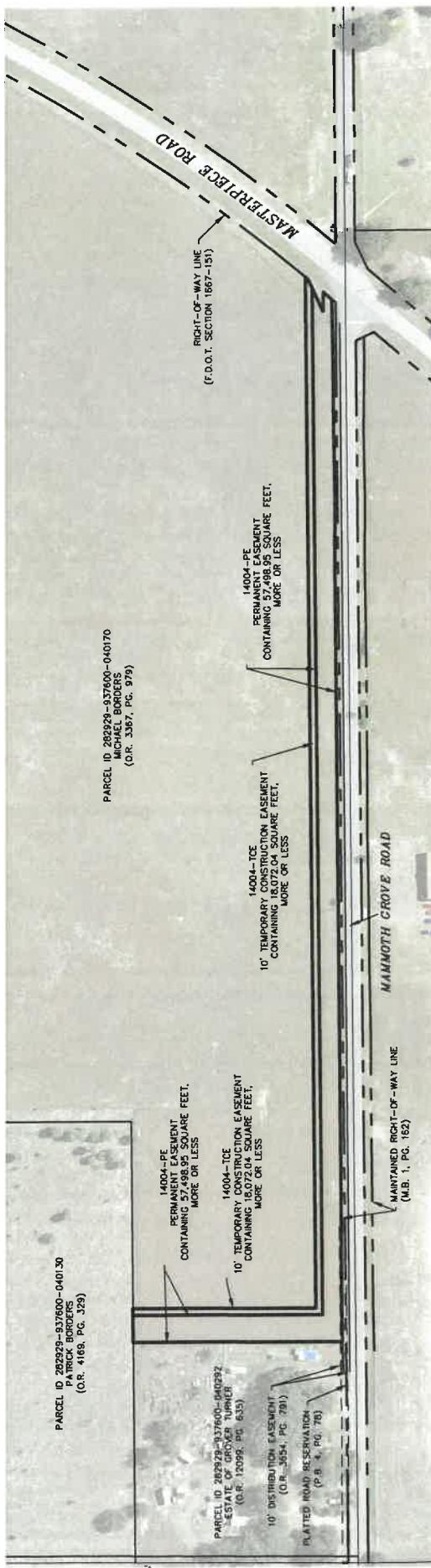
Approved as to Form:

Edward P. de la Parte
Legal Counsel

EXHIBIT A
Nonexclusive Permanent Easement Legal Descriptions

[See Attached 4 Pages]

EXHIBIT



DESIGNATION	PRWC	GRAPHIC SCALE
DATE	11/02/2023	FIELD BY:
MAPPER	CHASTAIN SKILLMAN	DATE:
DESIGNATOR	CHASTAIN SKILLMAN 205 EAST ORANGE STREET LAUREL, MD 20701-4611 (800) 246-1402	FIELD BOOK & PAGE: 000 000
CS PROJECT NUMBER:	8825.03	SHEET NUMBER: V-01
PARCEL NUMBER:	14004	

**CHASTAIN
SKILLMAN**

MICHAEL BORDERS EXHIBIT

**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. 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 3
SEE SHEETS 2 AND 3 FOR
DESCRIPTION SKETCH AND
SURVEYOR'S NOTES

CS PROJECT: 8825.03

14004-PE

SHEET NO. V-01

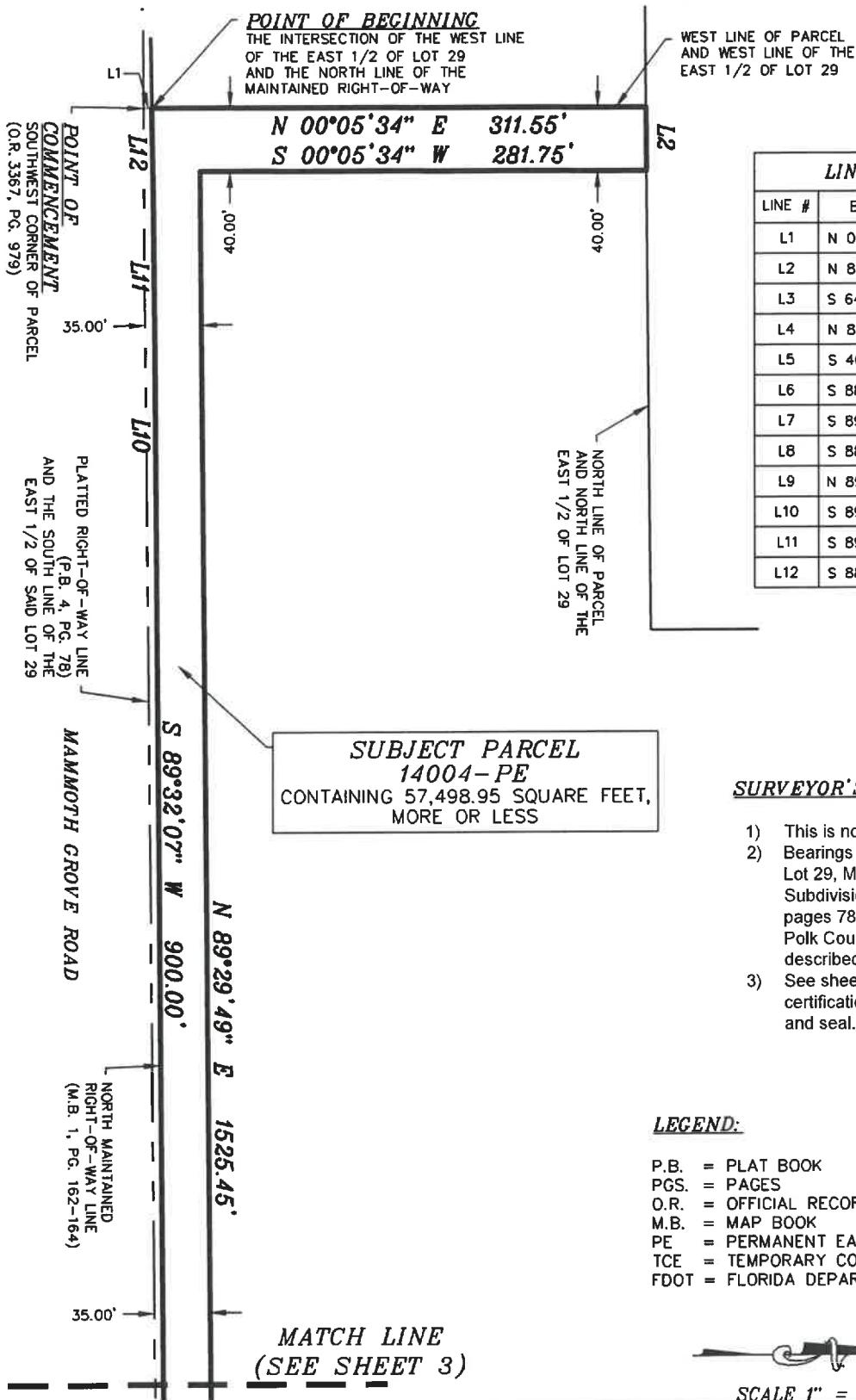
**PREPARED BY: CHASTAIN-SKILLMAN, INC. – 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 – (863) 646-1402 – LB 262**

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 11/08/2023

**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'

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

SCALE 1" = 100'

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: — PACE: —

DATE: 11/08/2023

DESCRIPTION AND SKETCH
PARCEL 14004-PE

SCALE 1" = 100'

MATCH LINE
(SEE SHEET 2)

PLATTED RIGHT-OF-WAY LINE
(P.B. 4, PG. 78)
AND THE SOUTH LINE OF THE
EAST 1/2 OF SAID LOT 29

S 89°32'07" W 900.00'

N 89°29'49" E 1525.45'

35.00'

MAMMOTH GROVE ROAD
NORTH MAINTAINED
RIGHT-OF-WAY LINE
(M.B. 1, PGS. 162-164)

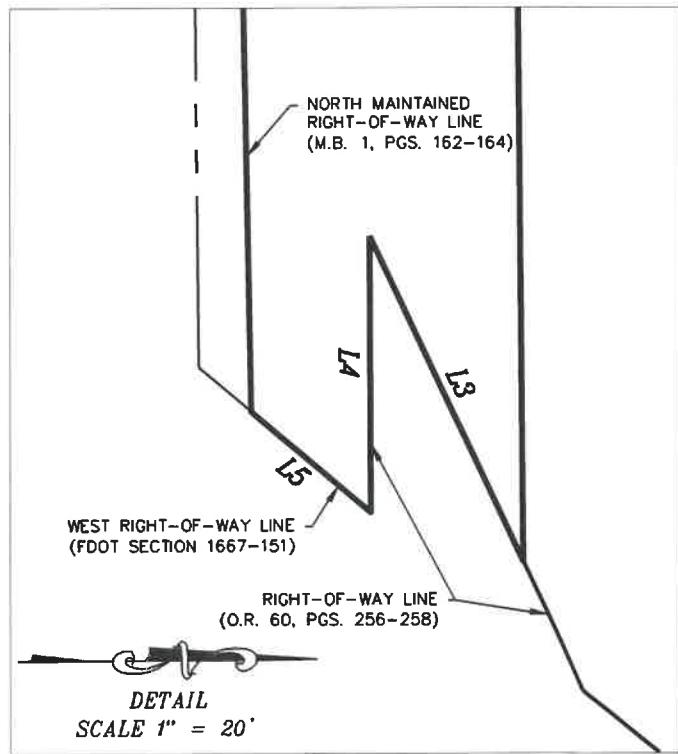
SEE DETAIL
THIS SHEET

MASTERPIECE ROAD
(STATE ROAD 17-A)

WEST RIGHT-OF-WAY LINE
OF MASTERPIECE ROAD
(STATE ROAD 17-A)
(FDOT SECTION 1667-151)

RIGHT-OF-WAY LINE
(O.R. 60, PG. 256)

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'



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
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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.

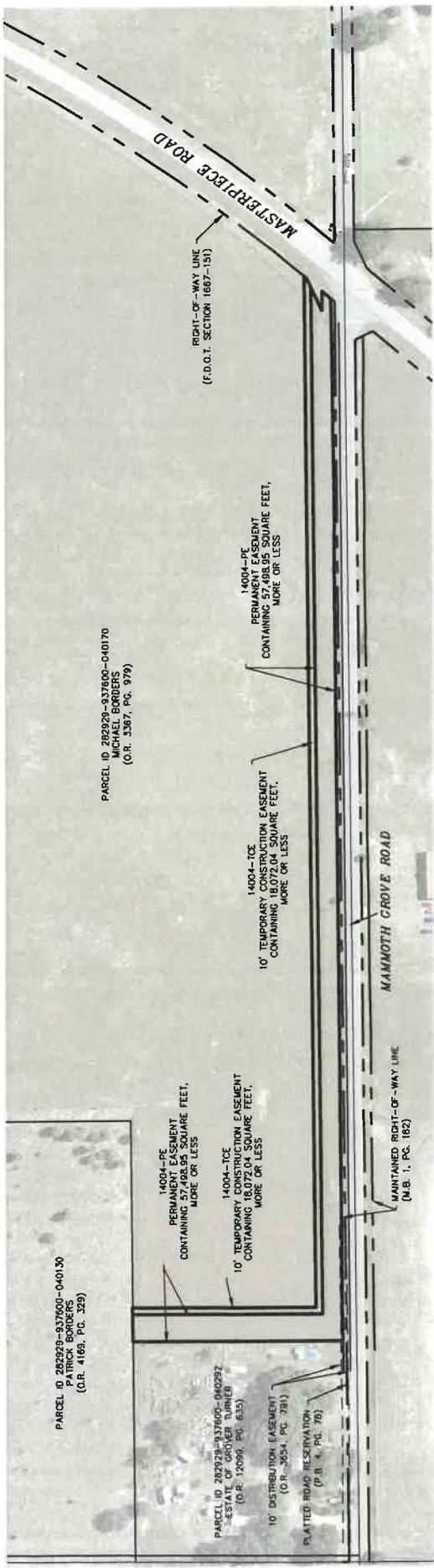
5. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good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



NAME DATE DESIGNATION	PRWC	150	0	75	150	300	FIELD BY:
CHASTAIN SKILLMAN 200 EAST ORANGE STREET LAKELAND, FL 33853-1611 (863) 446-1522 C. No. 852	MICHAEL BORDERS EXHIBIT	14004	11/02/2023	FIELD BOOK & PAGE 000 000 000	DATE PARCEL NUMBER: 88225.03	PARCEL NUMBER: 14004	CS PROJECT NUMBER: 88225.03

**DESCRIPTION
PARCEL 14004-TCE**

DESCRIPTION:

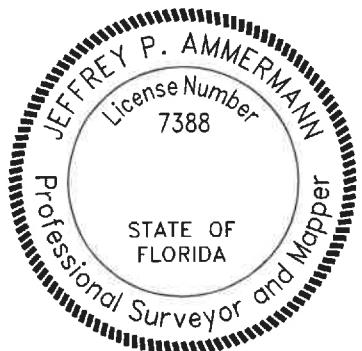
A parcel of land being a portion of a parcel described in Official Records Book 3367, Pages 979 through 980, being the East 1/2 of Lot 29, of the plat of MAMMOTH GROVE SUBDIVISION as recorded in Plat Book 4, Pages 78 through 79, all in the Public Records of Polk County, Florida located in the Southwest 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. 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
DESCRIPTION SKETCH AND
SURVEYOR'S NOTES

CS PROJECT: 8825.03

14004-TCE

SHEET NO. V-01

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

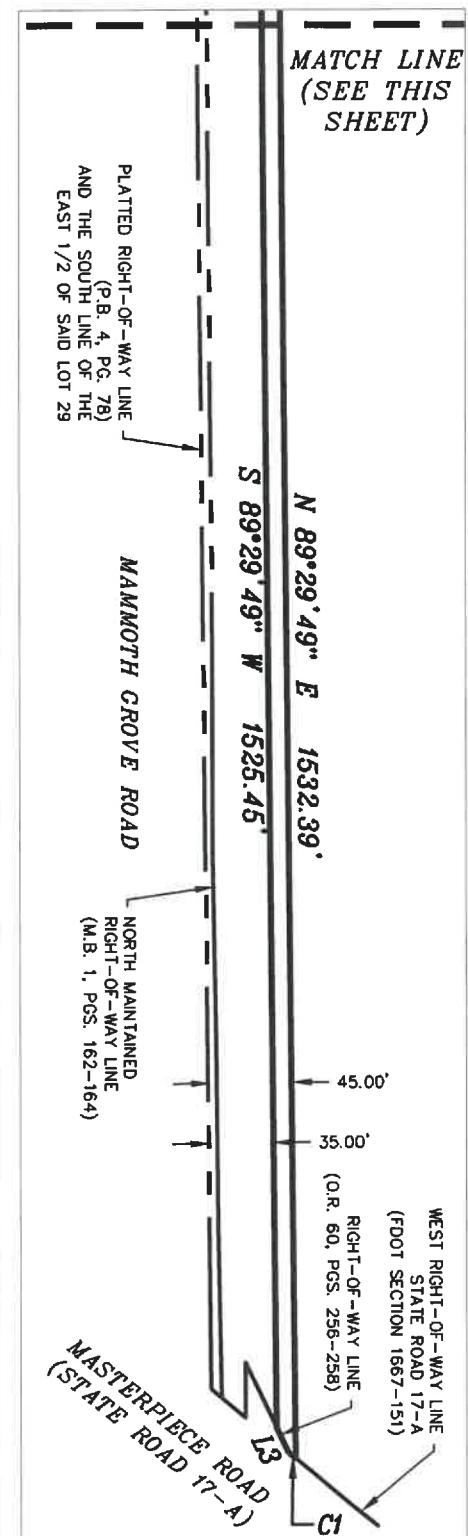
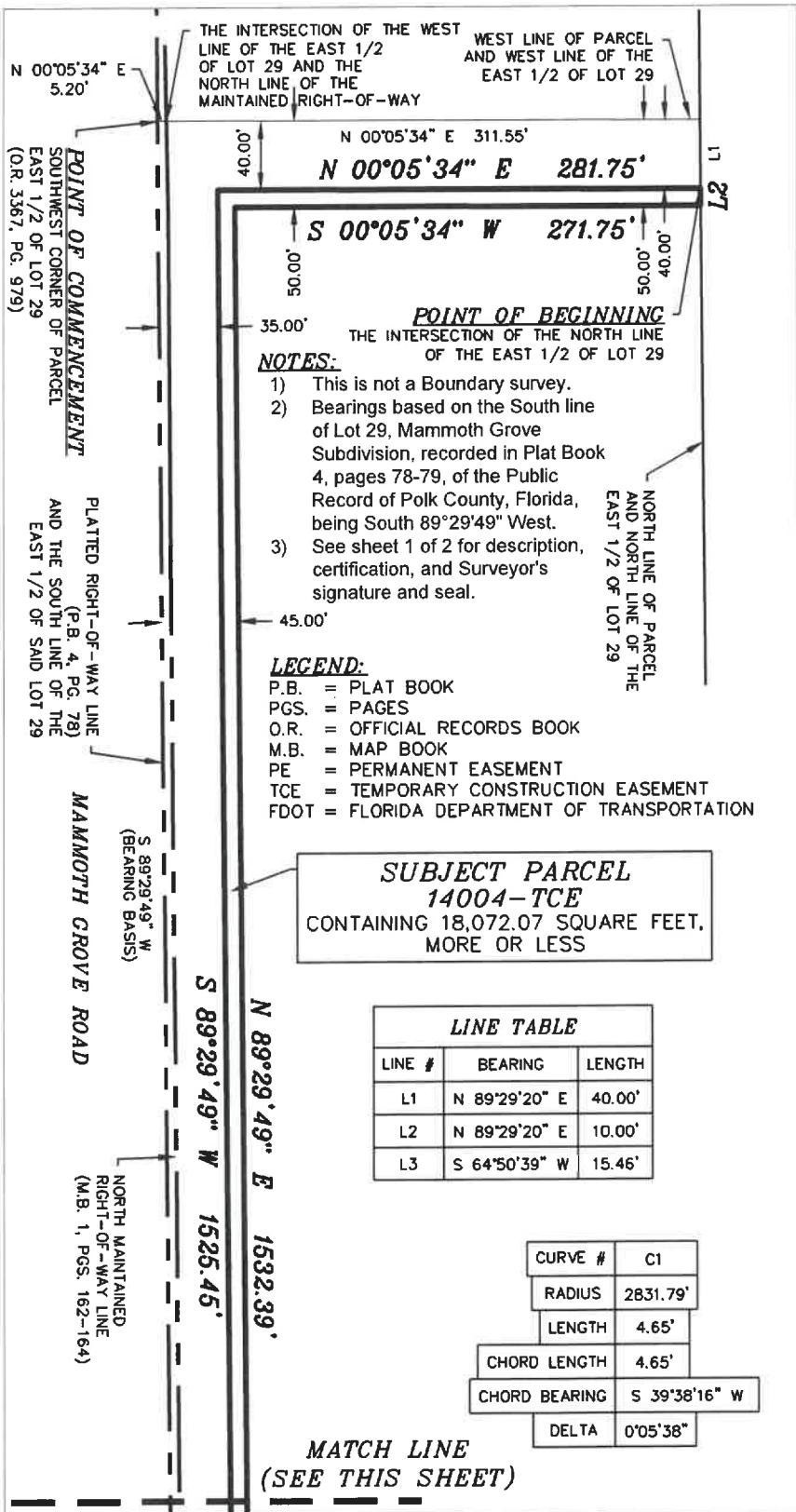
DRAWN BY: S. CHILDS

FIELD BOOK: — PACE: —

DATE: 11/09/2023

**DESCRIPTION AND SKETCH
PARCEL 14004-TCE**

SCALE 1" = 100'



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

CS PROJECT: 8825.03

14004-TCE

SHEET NO. V-02

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 11/09/2023

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.