



Polk Regional Water Cooperative Meeting

Agenda - Final

January 24, 2024
POLK REGIONAL WATER COOPERATIVE
Lake Myrtle Sports Complex

Zoom Meeting
<https://us02web.zoom.us/j/85042423900?pwd=OXBBOUlycXdwcVJkOGpSSGdHTSs2dz09>
Meeting ID: 850 4242 3900
Passcode: 790085

One tap mobile
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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. Approval of November 2023 BOD Regular Meeting Minutes (Action) *Pg 3*
 - E.2. Approval of the Peace River Protocol Agreement with the Peace River Manasota Regional Water Supply Authority (Action) *Pg 12*
- F. Regular BOD Items**
 - F.1. Business Plan Update (Information) *Pg 26*
- G. Recess Regular BOD/Commence Combined Projects BOD**
- H. Recess Combined Projects BOD/Commence Southeast Wellfield BOD**
 - H.1. Approval of Repayment to Polk County for Retreat at Stuart Crossing Early Construction Package (Action) *Pg 41*
 - H.2. Update on Southeast Wellfield Project (Information) *Pg 43*
 - H.3. Adopt Resolution 2024-01 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #10A) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action) *Pg 44*

- H.4. Adopt Resolution 2024-02 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #10B) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action) *Pg 77*
- H.5. Adopt Resolution 2024-03 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #10C) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action) *Pg 109*
- H.6. Adopt Resolution 2024-04 to Amend Resolution 2023-33 Parcel Resolution of Necessity to Acquire Specific Parcels to Replace the Sketches and Legal Descriptions for Parcels 5077-PE and 5077-TCE (Action) *Pg 157*
- H.7. Adopt Resolution 2024-05 to Amend Resolution 2023-29 Parcel Resolution of Necessity to Acquire Specific Parcels to replace the Sketches and Legal Description for Parcels 5054-PE and 5054-TCE (Action) *Pg 173*
- H.8. Adopt Resolution 2024-06 to Amend Resolution 2023-33 Parcel Resolution of Necessity to Acquire Specific Parcels to Remove Parcels 5095-PE and 5095-TCE (Action) *Pg 189*

I. Recess Southeast Wellfield BOD/Commence West Polk BOD

- I.1. Update on West Polk Wellfield Project (Information) *Pg 193*
- I.2. Approval to Defer the Determination of Final Points of Connection for the West Polk Project (Action) *Pg 194*

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 Regional Water Cooperative

Agenda Item E.1.

1/24/2024

SUBJECT

Approval of November 2023 BOD Regular Meeting Minutes (Action)

DESCRIPTION

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

- Regular PRWC BOD meeting - November 15, 2023

RECOMMENDATION

Recommend approval of minutes for referenced meeting.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Eric DeHaven



MINUTES
POLK REGIONAL WATER COOPERATIVE
November 15, 2023 – 2:00 PM
Lake Myrtle Sports Complex
2701 Lake Myrtle Park Road
Auburndale, FL 33823

Member Governments in Attendance:

<u>Member Government</u>	<u>Representative</u>
City of Auburndale	Vice Mayor Keith Cowie, Primary
City of Bartow	Commissioner Steve Githens, Primary
City of Davenport	Commissioner Tom Fellows, Primary
City of Dundee	Commissioner Bert Goddard, Primary
City of Eagle Lake	Commissioner Randy Billings, Primary - ABSENT
City of Fort Meade	Mayor James Watts, Primary - ABSENT
City of Frostproof	Vice Mayor Austin Gravley, Primary – ABSENT
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	Commissioner Daniel Williams, Primary
City of Lakeland	Mayor Bill Mutz, Primary (Vice Chair)
City of Mulberry	Commissioner Collins Smith, Primary
City of Polk City	Mayor Joe LaCascia, Primary
City of Winter Haven	Mayor Pro-Tem Nathaniel Birdsong, Primary (Secretary/Treasurer)
Polk County	Commissioner George Lindsey, Primary (Chair) - ABSENT

A. Call to Order

Meeting called to order by Mayor Mutz, Vice Chair at 2:00 PM.

B. Recognition of new primary/alternate appointees of members

No new primary or alternate appointee were presented.

C. Agenda Revisions

Eric DeHaven noted that Item F.3, Peace River Protocol Agreement with the Peace River Manasota Regional Water Supply Authority, has been changed from an Action Item to Information Item only.

D. Public Comments

No public comments were presented.

E. Consent Items

E.1. Board of Directors Meeting Minutes from September 20, 2023 (ACTION)

E.2. Approval of the of the Permitting Plan for Temporary Member Allocations Under the Central Florida Water Initiative (CFWI) Rule (ACTION)

Motion to approve consent agenda made by Commissioner Lake, seconded by Commissioner Fellows. Motion was Approved.

F. Regular Board of Directors

F.1. Approval of the PRWC Board of Directors Meeting Schedule for 2024 (ACTION)

Mr. DeHaven presented the PRWC meeting calendar for 2024. Adjusted calendar dates are in January for Polk County Day and in July for the Annual Environmental Permitting Summer School Conference.

Motion to approve PRWC 2024 meeting schedule made by Vice Mayor Cowie, seconded by Commissioner Lake. Motion was Approved.

F.2. Approval of the Heartland Headwaters Protection and Sustainability Act Annual Comprehensive Water Resources Report - FY2024-2025 (ACTION)

Mary Thomas with TeamOne presented. Ms. Thomas summarized the history of Heartland reports and funding. The annual report must be submitted to Legislature by December 1st each year. The report prioritizes funding for critical water resource projects. Mayor Mutz reiterated the importance of rallying behind the program and the goal of solidifying recurring, annual appropriations.

Commissioner West asked if PRWC has a lobbyist? Mr. DeHaven answered that PRWC uses Polk County's lobbyist as the goals to obtain recurring appropriation align.

Motion to approve Heartland Resources Report made by Vice Mayor Cowie, seconded by Commissioner Phillips. Motion was Approved.

F.3. Approval of the Peace River Protocol Agreement with the Peace River Manasota Regional Water Supply Authority (**ACTION**) – **INFORMATION ONLY**

Mr. DeHaven presented. This agreement allows PRWC to use up to 12% of Peace River high flows up to the MFL allowable amount. The agreement allows for a potentially more feasible Peace River water supply project and allows for potential restoration projects by PRWC or its members. This item is presented as information to allow members to review and will be presented to the Board in January 2024 for ACTION. Staff will continue to work with SWFWMD staff on MFL development associated with the Ridge Lakes and Upper Peace River.

F.4. Updated Member Demand Projections for January 2024 Business Plan Update (Information Only)

Robert Beltran of TeamOne presented. Mr. Beltran reviewed the CFWI rule and cap on the 2025 upper Floridan supplies and summarized the various permittee scenarios and how TeamOne treated demands in the projections. A resulting, cumulative PRWC-wide demand graphic was presented that shows that demands are quickly reaching the predicted 2025 demand (as memorialized in the 2020 RWSP). This line was the original basis for planning. Demand updates have shifted the 2025 demand estimate upward from 78.01 MGD 89.13 MGD. Demand beyond that line must be met by some other source such as another alternative water supply, conservation, or an offset.

The demands will continue to be presented annually for planning purposes, but once water production begins, these demand updates will be used as a tool by members for requesting water allocation per the Implementation Agreement (IA). Mr. Beltran went on to clarify the difference between ongoing demand updates and what is memorialized in the Implementation agreement, which was originally a 2045 milestone. Mr. Beltran presented a table that compared their Phase 1 legal allotment. Some members need more than this amount in 2028, some need less. Water sharing may be needed to balance these estimates.

Mr. Beltran also presented a per-capita update, which is also a CFWI requirement. Some members are in compliance with the rule, some are not. There is the time for members to come into compliance.

Mr. Beltran then completed his presentation with potential project phasing graphics. As demands are updated and conditions change, phasing may change.

Commissioner West asked how do you create the demand projections? Mr. Beltran replied that we get individual numbers directly from your staff. We discuss historical use, planned homes, and additional data. Then we consolidate this information into a regional graphic. Vice-Chair Mutz indicated that it is important to note that we need to keep pace with growth and will need to be mindful of the importance of cooperation amongst each other in the balancing of water supplies.

Recess Regular Board of Directors Meeting / Commence Combined Projects Board of Directors Meeting at 2:32 P.M.

G. Combined Project Board of Directors Items

G.1. Approval of the Amendments to SWFWMD Grant Agreements for the Peace Creek (N928 - Contract 17CF0000832) and Peace River (Q133 – Contract 19CF0002558) Projects Table (ACTION ITEM)

Mr. DeHaven presented and provided a summary of the status of the Peace Creek and Peace River surface water projects. Peace Creek would capture surface water and create a recharge offset. Peace River would treat surface water to potable water. Feasibility studies for each project have been submitted to the SWFWMD for review. As the projects were being completed, SWFWMD initiated the development of a revised MFL for the Upper Peace River. Since the outcome of the MFL was not known, PRWC agreed with SWFWMD to put the projects on hold until the MFL is complete.

The Cooperative Funding agreements will need to be amended/reduced to reflect reduced level of effort.

Motion to approve SWFWMD Grant Agreements made by Commissioner Githens, seconded by Commissioner West. Motion was approved.

Recess Combined Projects Board of Directors Meeting / Commence Southeast Wellfield Board of Directors Meeting.

H. Southeast Wellfield Project Board of Directors Items

H.1. Southeast Wellfield Construction Costs History and Status (Information)

Mary Thomas presented and provided a history of the SE Wellfield program costs. All costs presented are estimates only, and nothing is official until the project is competitively bid and final costs are prepared as the “Guaranteed Maximum Price” later in 2024. Mary presented a cost update, where the January 2024 business plan will reflect indexing and a recommended WIFIA contingency, and then a “hypothetical” scenario with CMAR 60% cost estimates.

Question from Mayor Joe LaCascia: Has SWFWMD increased their commitment? Mr. DeHaven responded no, but they have changed their policy to allow Cooperators (PRWC) to take 100% of any state grants received when the District is not providing 50% of eligible costs. Previously, SWFWMD would require Cooperators to split grants 50/50 with SWFWMD.

Question from Commissioner Bert Goddard: When will we get the GMP? Eric responded: Likely Fall 2024.

H.2. Southeast Wellfield Project Update (Information)

Mark Addison (Polk County Utilities CIP Manager) summarized status of project elements. Mr. DeHaven called for the Board's attention to the acquisition summary to make sure board members were aware of approvals to date.

H.3. Adoption of Resolution 2023-31 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #9A) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (ACTION ITEM)

Mark Addison summarized all acquisition resolutions for items H.3 through H.6. (These resolutions allow PRWC to pursue land through traditional acquisition or eminent domain.)

Motion to approve Resolution 2023-31 through 2023-34 (Agenda Items H.3 through H.6) made by Vice Mayor Cowie, seconded by Member Goddard. Motion was Approved.

H.4. Adoption of Resolution 2023-32 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #9B) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (ACTION ITEM)

See notes from H3.

H.5. Adoption of Resolution 2023-33 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #9C) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (ACTION ITEM)

See notes from H3.

H.6. Adoption of Resolution 2023-34 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #9D) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (ACTION ITEM)

See notes from H3.

H.7. Approval of the Mediated Settlement Agreement with John Beck, Trustee of Elizabeth W. Beck Credit Shelter Trust; John Beck, Trustee of the John L. Beck Living Trust Et. Al. for PRWC Parcel Numbers 6005 and 6010 Permanent and Temporary Construction Easements (ACTION ITEM)

Mr. DeHaven presented a summary of the settlement with Mr. Beck. The process of eminent domain was initiated and approved by the court, with the court requesting mediation for costs. This parcel was unique for the SE Transmission Project in that the pipeline bisects a citrus grove property. The PRWC appraised the easement at \$99,980. Owner appraisal was \$2,214,400. Through the mediation process the final, settled cost was \$695,000 (plus fees) totaling \$950,923. Mr. DeHaven indicated the settlement is beneficial to the PRWC for the following reasons: 1) we settled well below owner's appraisal, 2) the PRWC avoids \$2+Million in pipeline cost to route line around Mr. Beck's property, and 3) the PRWC avoids the unknowns associated with a jury trial.

Mayor LaCasia asked if this is this residential property? Mr. DeHaven responded no; the property is all citrus groves. Mayor LaCasia asked if we know the appraised cost of the entire grove? Mr. DeHaven responded not definitively but we can provide general information on grove costs in the region.

Motion to approve Settlement Agreement made by Mayor LaCasia, seconded by Commissioner Lake. Motion was Approved.

H.8. Approval of Amendment 1 to the License Agreement with Putnam Groves, Inc. in support of Construction Activities Associated with Test Production Well #3 ACTION ITEM)

Mark Addison presented. The construction of the well was delayed due to unforeseen field conditions. As a result, the construction company has requested an extension to the contract from December 31, 2023, to February 29, 2024. There is no fiscal impact.

Motion to approve Amendment 1 made by Commissioner Lake, seconded by Commissioner Fellows. Motion was approved.

H.9. Approval of Change Order No. 001 with A.C. Schultes, Inc. for Additional Time for the Construction of Test Production Well #3 (ACTION ITEM)

Mark Addison presented. As mentioned in Item H.8, the construction company has requested an extension to their well construction contract from December 31, 2023, to February 29, 2024. This also requires an extension to the license agreement with Putnam Farms to February 29, 2024.

Mayor LaCasia asked why we were paying so much for a change order. Mr. Addison stated there was no fiscal impact.

Motion to approve Change Order No. 001 made by Commissioner Lake, seconded by Commissioner Githens. Motion was Approved.

Recess Southeast Wellfield Board of Directors Meeting / Commence West Polk Board of Directors Meeting at 3:17 P.M.

I. West Polk Wellfield Project Board of Directors Items

I.1. West Polk Wellfield Project Update (Information)

Tom Mattiacci (PRWC) presented and provided updates for the West Polk Wellfield. Acquisition is ongoing and the PRWC has narrowed the potential well sites down to 3 sites with negotiations underway. The 60% design begins Winter 2023/2024. The Final Permit for the Underground Injection Control is forthcoming.

I.2. Approval of Eminent Domain Counsel for the West Polk Wellfield Project (ACTION ITEM)

Eric DeHaven presented and indicated that eminent domain counsel was retained for the Southeast project and that similar services are needed for West Polk. Peterson and Myers have preformed well on the Southeast project and are recommended for the West Polk Project.

Motion to approve Eminent Domain Counsel made by Vice Mayor Cowie, seconded by Commissioner Goddard. Motion was Approved.

Recess West Polk Board of Directors Meeting / Commence Regular Board of Directors Meeting at 3:22 P.M.

J. Open Discussion

Mayor LaCasia requested to address the members regarding a proposed referendum for a transportation tax increase and requested attendance at the Polk County BoCC Board Meeting on November 21, 2023. Mayor LaCasia provided a handout with information about a sales tax increase to produce over \$2 Billion over the next 20 years. Transportation sales tax funds would be shared between Polk County and City partners.

Mayor Kehoe noted that in his experience, he saw Charlotte County's pass easily with good marketing.

Commissioner Fellows commented that he has responded to his commissioners with limited response. County commissioners have not generally been supportive.

Mayor Mutz indicated that the Commissioners must recognize that this decision must be with the citizens, not the Commissioners. It is imperative that Cities attend this meeting.

K. Chair / Executive Director Comments

Chair:

Executive Director:

Eric DeHaven thanked Mayor LaCasia for his attendance at the PRWC insurance meeting. He also noted that SWFWMD passed a water shortage order that impacts Hillsborough, Pasco, and Pinellas Counties. Polk County is not impacted with the exception of the additional reporting requirements on conservation activities by members.

L. Adjournment

Board meeting adjourned by Vice Chair Mutz at 3:43 P.M.

SUBJECT

Approval of the Peace River Protocol Agreement with the Peace River Manasota Regional Water Supply Authority (Action)

DESCRIPTION

On January 22, 2019, the PRWC and the Peace River Manasota Regional Water Supply Authority (PRMRWSA) resolved a permit challenge through the execution of the Peace River Cooperation Settlement Agreement. On May 10, 2019, the PRWC and the PRMRWSA entered into the Peace River Interlocal Cooperation Agreement to further coordination between the Authority and Cooperative with regards to joint use of the Peace River for water supply. The Cooperation Agreement required the parties to develop a protocol to ensure their joint use of the Peace River was consistent with the Minimum Flow and Level (MFL) withdrawal limits established by the Southwest Florida Water Management District (SWFWMD).

On April 12, 2021, the SWFWMD established new rules for the Lower Peace River MFL which resulted in modifications to the Water Use Permit for the PRMRWSA. With these new rules and the modification to the PRMRWSA permit, additional water during the wet season is now potentially available for public supply use. The Peace River Protocol Agreement follows the directive of the Peace River Interlocal Cooperation Agreement by allocating the additional wet season flows potentially available for use between the PRWC and PRMRWSA.

The agreement stipulates that the PRMRWSA will maintain their permit allocated Maximum Daily Withdrawal Limit at 258 MGD. In addition, the PRMRWSA shall only utilize up to 28% of the high wet season flows (defined as flows over 402 MGD) in the Peace River, out of a potential maximum 40% river diversion allowed by the Lower Peace River MFL during high flow conditions. The PRWC can then potentially utilize up to the additional 12% of high wet season flows from the river for water supply or natural system restoration, contingent upon the issuance of a future Water Use Permit to the PRWC. These amounts are agreed to by both parties for so long as the current Lower Peace River MFL rules are in effect in their current form.

Analysis by the PRWC and its consultants indicate that these withdrawals available to the PRWC during the high wet season could potentially allow for a feasible alternative water supply withdrawal and storage project on the Peace River in the southern portion of Polk County. These findings are based on the original feasibility project co-funded by the SWFWMD (N928 - Contract 17CF0000832) with additional analysis performed based on the revised Lower Peace River MFL. Additionally, high wet season flows may be available for natural system restoration projects.

It is important to note the SWFWMD is currently performing data collection and analysis with the intent of updating Minimum Flow rules for the Upper Peace River. These updated rules have the potential to impact the PRWC's ability to use water from the Peace River for a future alternative water supply project. The PRWC is working with SWFWMD staff as this analysis moves forward.

The Peace River Protocol Agreement with the PPRMRWSA was presented for the Board's information and consideration at the November 15, 2023 PRWC Board of Directors meeting. No comments or edits have been received to this agreement. Therefore, the item is now being presented for Board action. If approved this item will then be presented to the Board of the PPRMRWSA for their consideration and approval.

RECOMMENDATION

Staff recommend approval of The Peace River Protocol Agreement with the Peace River Manasota Regional Water Supply Authority.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Eric DeHaven

Ed de la Parte

PEACE RIVER PROTOCOL AGREEMENT

THIS PEACE RIVER PROTOCOL AGREEMENT (the “Agreement”) is entered into between the Peace River/Manasota Regional Water Supply Authority (the “Authority”) and the Polk Regional Water Cooperative (the “Cooperative”) collectively, the “Parties” with the Effective Date of the Agreement, as described herein.

WHEREAS, the Parties entered into the Peace River Interlocal Cooperation Agreement (“Cooperation Agreement”) on or about May 10, 2019 to further coordination between the Authority and the Cooperative with regards to their joint use of the Peace River; and

WHEREAS, the Cooperation Agreement required the Parties to develop a protocol to ensure their joint use of the Peace River and its tributaries consistent with the Minimum Flow and Maximum Day Withdrawal Limit established by the Southwest Florida Water Management District (“District”) for the Lower Peace River pursuant to Section 373.042, Florida Statutes and Rule 40D-8.041(8), Florida Administrative Code (“F.A.C.”); and

WHEREAS, at the time the Parties entered the Cooperation Agreement the Lower Peace River Minimum Flow limited withdrawals from the Lower Peace during three seasonally dependent blocks based on combined flows from Horse Creek, Joshua Creek and the Peace River at Arcadia gages; and

WHEREAS, the maximum withdrawal allowed from the Lower Peace River was limited to 16% of the flow above 130 cfs in Block 1, 16% of the flow between 130 cfs and 625 cfs and 29% above 625 cfs in Block 2 and 16% of the flow between 130 cfs and 625 cfs and 38% above 625 cfs in Block 3; and

WHEREAS, the Maximum Daily Withdrawal from the Peace River was limited to 400 cfs or 258 mgd; and

WHEREAS, prior to 2019 the Authority had been issued a water use permit by the District authorizing the withdrawal of water from the Lower Peace River up to the maximum percentage allowed under the Lower Peace River Minimum Flow for Block 1 and up to 28% in Blocks 2 and 3 and up to a maximum daily amount of 120 mgd; and

WHEREAS, in 2018 the District proposed to issue the Authority a 50-year water use permit, which would have increased the maximum daily withdrawal amount from 120 mgd to 258 mgd or 400 cfs; and

WHEREAS, that proposed agency action prompted the Cooperative, several of its member governments and the City of Wauchula to challenge the proposed permit; and

WHEREAS, this litigation was resolved through the execution of the Peace River Cooperation Settlement Agreement (“Settlement Agreement”) by the Cooperative, the Authority and the other challengers on or about January 22, 2019; and

WHEREAS, the Settlement Agreement required the addition of a new permit condition to the Authority’s proposed water use permit that for ten years would require reduction of the 258 mgd maximum daily withdrawal quantity by up to 48 mgd should the maximum daily withdrawal quantity interfere with the Cooperative’s ability to obtain a permit to withdraw water from the Upper Peace River for natural system restoration or potable water supply; and

WHEREAS, the District issued the Authority a water use permit with the new special condition required under the Settlement Agreement on or about February 26, 2019; and

WHEREAS, on or about April 12, 2021, the District adopted a new rule modifying the Lower Peace River Minimum Flow and Maximum Daily Withdrawal Limit; and

WHEREAS, in place of the previous three seasonally dependent blocks, the new Lower Peace River Minimum Flow now consists of seven flow dependent minimum flows; and

WHEREAS, the maximum withdrawal allowed from the Lower Peace River is limited to 0% of the flow below 130 cfs, 0-13% of the flow between 130 cfs and 149 cfs, 13% of the flow between 149 cfs and 297 cfs, 13-23% of the flow between 297 cfs and 335 cfs, 23% of the flow between 335 cfs and 622 cfs, 23-40% of the flow between 622 cfs and 798 cfs and 40% of the flow above 798 cfs; and

WHEREAS, the new rule adopted by the District clarified that the 400 cfs or 258 mgd Maximum Daily Withdrawal Limit only applied to permitted withdrawals within the Lower Peace River and not the Upper and Middle Peace River; and

WHEREAS, on or about July 19, 2021 the District modified the Authority’s water use permit to allow the Authority to withdraw up to the limit of the five of the seven flow dependent minimum flows, but limited the Authority’s withdrawal under the sixth and seventh flow dependent minimum flows to 28% rather than the maximum allowable 40%; and

WHEREAS, the Cooperative and its consultants have determined that more water can be withdrawn from Upper Peace River for natural system restoration or potable water supply, if the Authority’s withdrawal from the Lower Peace River under the two highest flow dependent minimum flows is limited to 28% than would be available if the Authority’s Maximum Daily Withdrawal is limited to 210 mgd; and

WHEREAS, the Authority and its consultants have determined that more water would be available for its use, if the Maximum Daily Withdrawal is increased from 210 mgd to 258 mgd, than would be available from increasing its withdrawal from the Lower Peace River under the highest flow dependent minimum flow from 28% to 40%; and

WHEREAS, it is in the interest of both Parties to approve an operating protocol for the Peace River and its tributaries based on the current Minimum Flow and Maximum Daily Withdrawal Limit for the Lower Peace River.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree, as follows:

I. Effective Date. This Agreement shall become effective on the date it is duly executed by all the Parties. The last date of execution by all the Parties shall be known as the “Effective Date” of this Agreement.

II. Duration. This Agreement shall be in effect until May 20, 2070, unless terminated in writing by mutual consent of all Parties.

III. Operating Protocol. To ensure the combined withdrawals by the Authority and the Cooperative do not exceed the District’s Lower Peace River Minimum Flow and the Maximum Daily Withdrawal Limit, as set forth in Rule 40D-8.041(8), F.A.C., as of the Effective Date (“Lower Peace MFL”), the following distribution of

the available quantities is agreed to by both Parties as long as the Lower Peace MFL is in effect, in its current form.

- a. The Authority's maximum daily withdrawal limit shall be 258 mgd, fully utilizing the water allocation available under the Lower Peace MFL in flow-based blocks 1 and 2 of Special Condition 6 of Water Use Permit No. 20010420.012 ("Authority Permit").
- b. The Authority's maximum daily withdrawal limit shall be 258 mgd, but the Authority shall only utilize 28% of the available water in flow-based block 3 of Special Condition 6 of the Authority Permit leaving the remaining available for use by the Cooperative.

IV. Authority Permit.

- a. Modification of Flow Based Block 3 Flow Limit. For as long as this Agreement and the Lower Peace MFL remains in effect, the Authority shall not apply for any change to Special Condition 6 of the Authority Permit that would increase the quantity of water that it could withdraw from the Lower Peace River under Flow Based Block 3 above 28% of the available water.
- b. Special Condition 19. For as long as this Agreement and the Lower Peace MFL remains in effect, the Cooperative acknowledges that the Authority's maximum daily withdrawal allocation of 258 mgd does not interfere with its ability to withdraw water from the Upper Peace River for native system restoration and potable water supply nor shall the Cooperative request or accept the reduction of the Authority's maximum daily withdrawal allocation of 258 mgd pursuant to Special Condition 19 of the Authority Permit or Article V of the Settlement Agreement.

VI. Modification of the Lower Peace MFL. Should the District modify the Lower Peace MFL, the Parties agree to work on an updated Operating Protocol.

VII. Miscellaneous Provisions.

- a. Notice. All notices, amendments, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex, facsimile or telecommunication) and shall be (as elected by the Party giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated or mailed (air-mail if international) by registered or certified mail (postage prepaid), return receipt requested, to the following addresses or to such other address(es) as a Party may designate by prior written notice in accordance with this provision to the other Party:

As to the Authority: Peace River/Manasota Regional Water
Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202
Attn: Mike Coates, P.G.
 Executive Director
Phone: (941) 316-1776
Fax: (941) 316-1772

With a copy to:
(Which Shall Not
Constitute Notice) Manson Bolves Donaldson Varn, P.A.
109 N. Brush Street
Suite 300
Tampa, FL 33602
Attn: Douglas P. Manson, Esq.
Phone: (813) 514-4700
Fax: (813) 514-4701

As to the Cooperative Polk Regional Water Cooperative
330 W. Church Street
Bartow, FL 33831-9005
Attn: Eric DeHaven
 Executive Director
Phone: (863) 534-6475
Fax: (863) 534-7069

With a copy to:
(Which Shall Not
Constitute Notice) de la Parte & Gilbert, P.A.
101 E. Kennedy Boulevard
Suite 2000

Tampa, FL 33601
Attn: Edward P. de la Parte, Jr. Esq.
Phone: (813) 229-2775
Fax: (813) 229-2712

- b. Authority to Enter Agreement. The Parties each have the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties has been duly authorized by the governing authority of each of the Parties.
- c. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof.
- d. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors and permitted assigns.
- e. Default and Remedy.
 - i. Default. Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or express warranty contained in this Agreement shall constitute a Default under this Agreement.
 - ii. Notice of Default and Opportunity to Cure. Upon occurrence of an alleged Default by any Party, the other Party shall deliver written notice to the Party allegedly in Default that identifies the specific nature of the alleged Default. The Party receiving such notice shall have thirty (30) days within which to cure the alleged Default. Provided, that if the alleged Default is of such nature that it cannot be reasonably cured within thirty (30) days, the Party allegedly in Default shall have such additional time as may be reasonably necessary to cure the alleged Default, so long as within said period, the alleged defaulting Party commences the cure and diligently prosecutes such cure until completion.

- iii. Remedy for Default. For any alleged Default not cured as provided in Article VII.e.ii of this Agreement, the non-Defaulting Party may seek any remedy it may have available in law or in equity against the alleged Defaulting Party.

- iv. Mediation. Prior to seeking any legal remedy for a Default as provided in Article VII.e.iii of this Agreement, a Party shall be required to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Party a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within 10 business days after receipt of the notice from the requesting Party, the other Party shall in writing provide notice of either the selection of one of the mediators proposed by the requesting Party or offer a list of three additional mediators for consideration. Within 10 business days of the requesting Party's receipt of the notice of selection or list of alternative mediators, the Parties shall meet for the purpose of selecting one of the mediators proposed by the Parties. The mediators proposed by the Parties shall be Florida Supreme Court certified mediators, and, to the extent practicable, mediators shall have special competence and experience with respect to the subject matter under consideration. Within 20 days after a mediator is agreed upon, a reasonable time and date for the mediation shall be scheduled between the Parties and documented in writing. The mediation shall be conducted expeditiously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location in Hillsborough County of the mediator's choosing if the Parties cannot agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other expenses related to the mediation. Any settlement achieved through mediation shall be made in writing approved by the Parties. If a settlement is not reached within 120 days after the initiation of mediation or, if the mediator declares an impasse, then the non-Defaulting Party may seek any and all legal or equitable remedies for the alleged Default. The mediation process set forth herein is intended to be a waiver of or a substitute or replacement for the conflict resolution process set forth in Chapter 164, Florida Statutes.

- f. Time Extensions. The Parties by joint written consent may extend or change any of the deadlines specified in this Agreement.
- g. Amendment or Modification. This Agreement may only be amended or modified, in whole or in part, at any time, through a written instrument that sets forth such changes and which is signed by all the Parties.
- h. Waiver. Any failure by a Party to exercise any right, power or privilege under this Agreement shall not constitute a waiver of that right, power, or privilege under this Agreement.
- i. Assignability. This Agreement may not be assigned without the prior written consent of all the Parties to this Agreement.
- j. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement, on any person other than the Parties their legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to any Party nor shall any provision of this Agreement be interpreted to give any third person any right of subrogation or action over or against the Parties.
- k. Recording. The Parties intend this Agreement to be an interlocal agreement pursuant to Section 163.01, Florida Statutes and it shall be recorded by the Cooperative with the Clerk of the Circuit Court in and for Polk, Manatee, Sarasota, DeSoto and Charlotte Counties, Florida.
- l. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- m. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall be exclusively in Hillsborough

County, Florida and each Party hereby waives whatever their respective rights may have been in the selection of venue.

- n. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- o. Attorney's Fees. The Parties agree that each Party shall bear its own attorney's fees and costs incurred in connection with this Settlement Agreement.
- p. Waiver of Jury Trial. The Parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected to this Agreement.
- q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- r. No Construction Against Drafting Party. The Parties to this Agreement expressly recognize that this Agreement results from a negotiation process in which each Party was given the opportunity to consult with counsel and contribute to the drafting of this Agreement. Given this fact, no legal or other presumptions against the Party drafting any portion of this Agreement concerning its construction, interpretation, or otherwise shall accrue to the benefit of any Party to this Agreement and each Party expressly waives the right to assert such presumption in any proceeding or disputes connected with, arising out of, or involving this Agreement.
- s. Miscellaneous Provisions.
 - i. No Party shall be deemed to be an agent of any other Party nor shall represent that it has the authority to bind any other Party.
 - ii. In computing any time period under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of

time is a Saturday, Sunday or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday or legal holiday.

- iii. Nothing in this Agreement shall be deemed a waiver of any Party's police powers.

[Signatures being on the following page]

**PEACE RIVER/MANASOTA
REGIONAL WATER SUPPLY
AUTHORITY**

By: _____
Elton Langford, Chair

Date: _____

Approved as to Form and Correctness:

Douglas Manson
General Counsel

ATTEST:

[Seal]

Agency Clerk

**POLK REGIONAL
WATER COOPERATIVE**

By: _____
George Lindsay, Chair

Date: _____

Approved as to Form and Correctness:

Edward P. de la Parte, Jr.
Legal Counsel

ATTEST:

[Seal]

Nathaniel Birdsong, Secretary/Treasurer

Agenda Item F.1.

1/24/2024

SUBJECT

Business Plan Update (Information)

DESCRIPTION

The Business Plan is a management planning tool that will be updated annually as assumptions evolve into actual data points and future assumptions are refined. Annual updates encompass changes in funding, policies, and member water needs from the previous year. The key areas that are anticipated to drive changes in the business plan include:

- Financial changes (interest rate changes, actual expenditures, or other changes in timing of funding)
- Demand allocations and future supply needs
- Additional grants and appropriations received

This Business Plan update includes funding needed for Phase I of both the Southeast and West Polk Wellfield projects. The funding summary for the program, known as the base-case scenario, has been updated to incorporate a 15% WIFIA funding flexibility, additional Heartland grant funding, Legislative Appropriations, water needs, etc. The update also accounts for third-party operator input on operational expenses and a delayed project reimbursement schedule from the Water Management District.

TeamOne has also prepared an alternative scenario based on the Florida Water Partner estimate of the Southeast Wellfield 60% design. While this scenario is hypothetical, it was prepared to show the Members a possible future cost trend based on the construction estimate from Florida Water Partners.

RECOMMENDATION

This item is an Information item only and no Board action is required.

FISCAL IMPACT

The cost schedule tables associated with the Business Plan update can be used for member budgeting of Fiscal Year 2025 PRWC costs. They also provide long-term program and individual member project costs.

CONTACT INFORMATION

Robert Beltran, Dewberry Engineers
Murray Hamilton, Raftelis

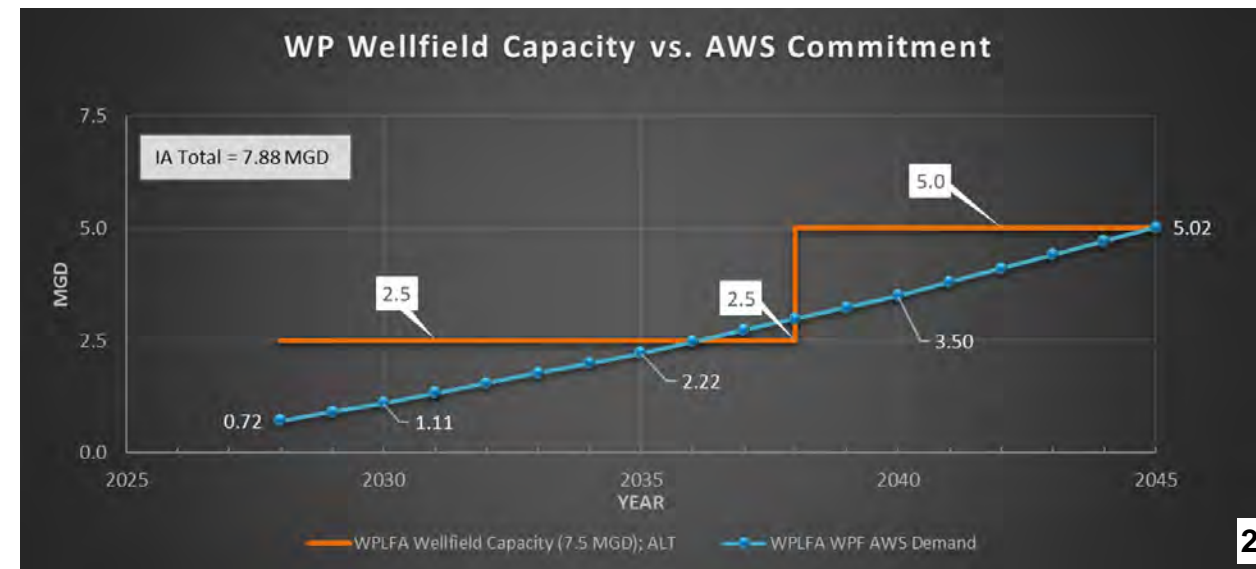
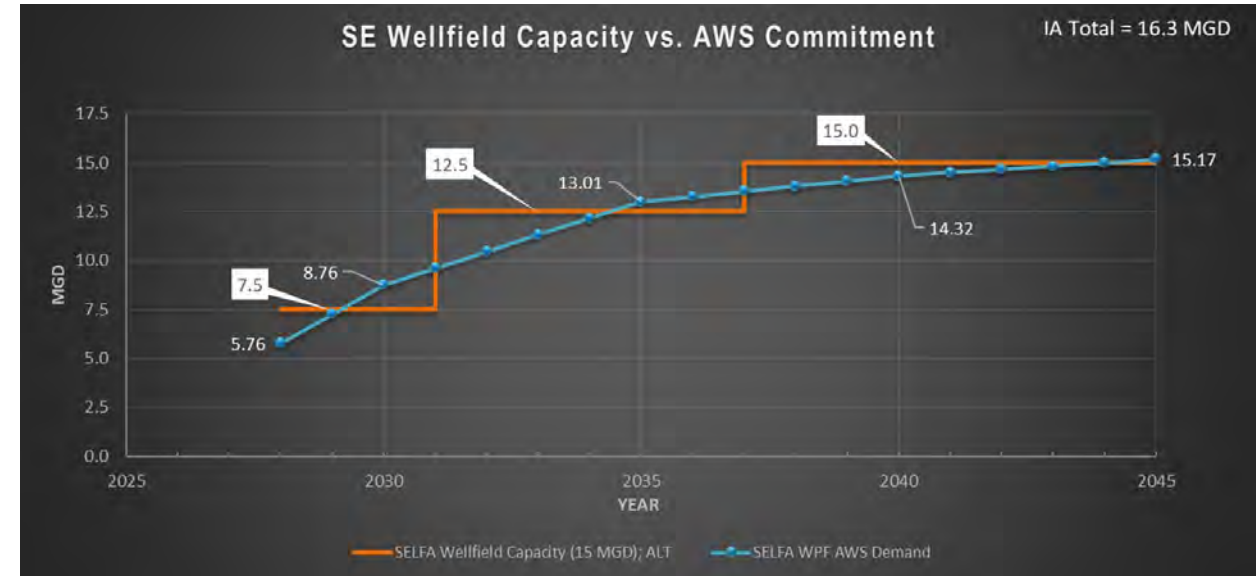
Southeast Wellfield Project

- **7.5 MGD Phase I**
- 12.5 MGD Phase II
- 15 MGD Phase III

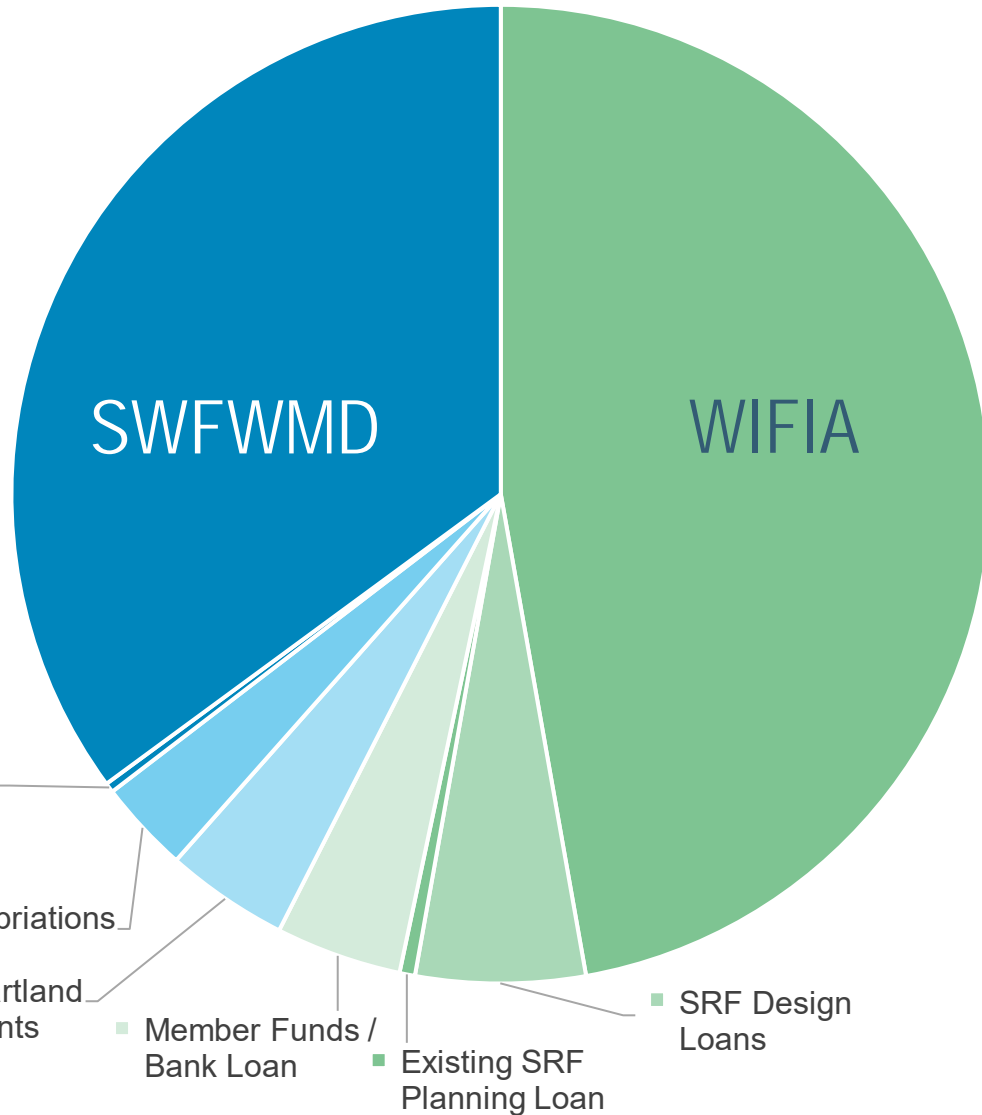
West Polk Wellfield Project

- **2.5 MGD Phase I**
- 5 MGD Phase II

This business plan presents Phase 1 only.

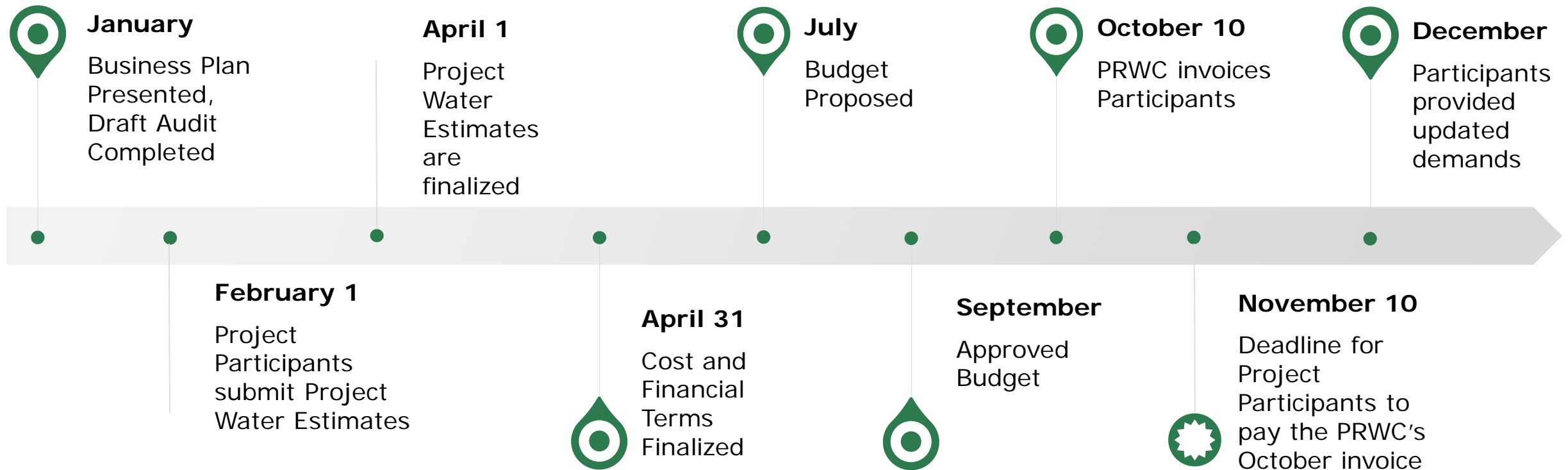


Funding Summary - Combined



Description	Capital Costs	Funding Percentage
SRF Design Loan	\$36,276,957	5.6%
Member Funds / Bank Loan	\$26,973,149	4.2%
Heartland Grants	\$26,304,047	4.1%
State Appropriations	\$19,790,782	3.1%
SRF Planning Loan	\$3,308,400	0.5%
Federal Grants	\$2,062,500	0.3%
Total	\$647,759,838	

After Water Production





Grand total has increased from last year.

- Incorporates third party operator input on operational expenses, including fixed and variable charges.
- Incorporates 15% contingency, requested by WIFIA (may require a future bank loan in addition to the existing WIFIA & SRF loans).
- Reflects the District's plans to delay reimbursements (requires interim funding source supported by Member payments).



Member payments delayed to incorporate updated construction schedule.

- SE water delivery in October 2027.
- WP water delivery October 2028.
- Variable expenses based on each members allocated capacity for Phase 1 (Actual charges will be based on water delivery).



Consistent with Adopted Reserve Policy

- Incorporates 1.25 debt service coverage margin.
- DSRF, R&R Fund, and O&M Reserve Policy amounts fully funded well ahead of FY 2032.
- By FY 2032 combined projects hold ~ \$10M in operating reserves in the Reserve Fund above the 90-day requirement.
- While these funds *may* be distributed back to the members, they *may* also be used for any legal purpose approved by the Board of Directors.



"Base-Case" Scenario

Davenport

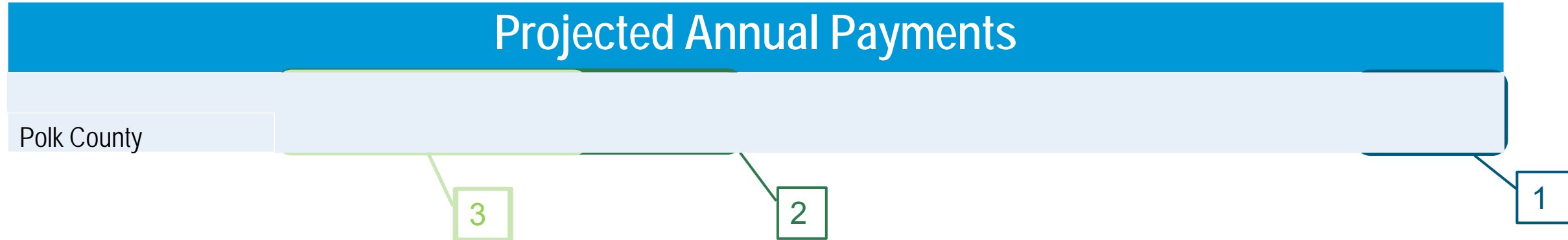
Eagle Lake

Haines City

Mulberry

Polk City

Polk County



1. Assumes interest-only payments on WIFIA loan after completion of construction and prior to full loan amortization in 2032.
2. Assumes interest-only payments on the line of credit until 2027.
3. FDEP Loans for planning & design begin debt payment service start in 2025 / 2026 (annual payments include existing planning loan and test wells).

Detailed Schedule

1	Debt Service [1]	LOC Interest Payments	Coverage Allowance [2]	Variable O&M [3]	Member Funded [4]	Total Project Budgets	Admin Budget	Conservation Budgets	Annual Payments

2

3

4

5

1. Total Base Cost (Fixed O&M, Debt Service, Line of Credit, Coverage) based on 2045 demand % per IA 12 monthly payments.
2. LOC is being used to pay invoices prior to reimbursement or other capital costs.
3. Variable O&M is based on each member's allocated water capacity for Phase 1 and will be "trued up" annually based on actual water delivered.
4. Member funded payments are other services not covered by other funding sources (e.g. legal fees unrelated to acquisition & unfunded capital improvements, self-funded member contributions, and interim financing costs related to deferred WMD repayments).
5. Annual payments are estimated for each member and match previous slide for Polk County Utilities.

Estimated Southeast Project Costs

Category	December 2022 Business Plan	January 2024 Business Plan ¹ 	Potential New Costs: 60% Southeast Scenario
Program Management	\$5,200,000	\$5,200,000	\$5,155,615
Design and Permitting	\$31,675,000	\$31,675,000	\$34,331,306
Construction – TOTAL (includes well and oversight)	\$345,825,462	\$395,038,802 ⁽¹⁾	\$524,229,337
Test Well #3	\$4,425,000	\$4,425,000	\$4,157,134
Land Acquisition	\$21,254,000	\$21,254,000	\$21,254,000
Other Fees (Legal, Financial, Bond Counsel)	\$2,507,184	\$2,507,184	\$2,507,184
Third Party Contract Operator Pre-Construction Services	\$250,000	\$250,000	\$250,000
Total Phase 1 WPF	\$411,136,646	\$460,349,986	\$591,884,576



~30%

“Base-Case”

Notes:

(1) 2024 business plan includes additional \$49M contingency from new WIFIA loan.



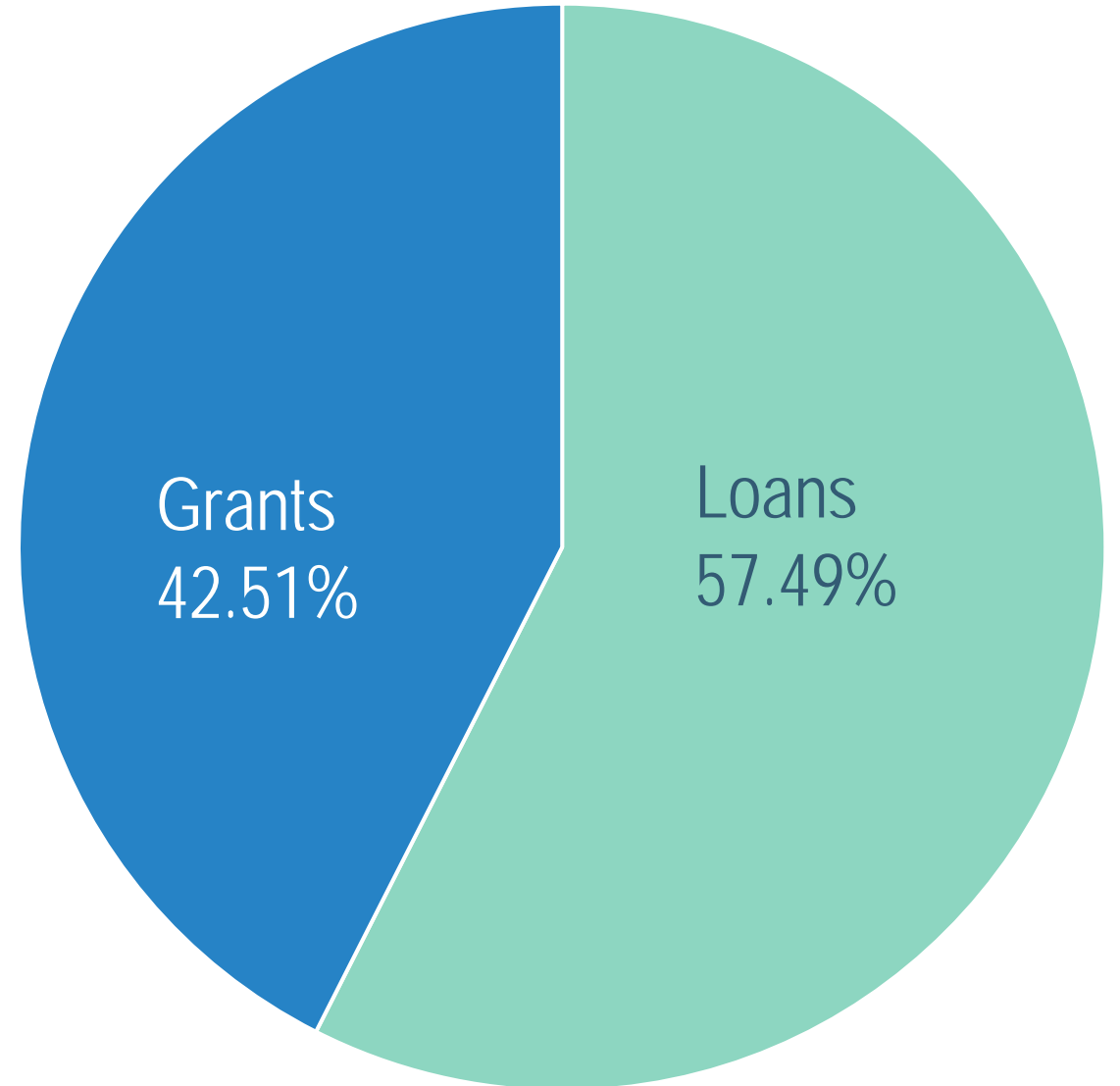
Projected Annual Payments – “Base-Case”

Member	2025	2026	2027	2028	2029	2030	2031	2032
Polk County	\$1,706,102	\$2,930,271	\$2,500,711	\$8,611,865	\$9,942,433	\$10,579,996	\$10,574,451	\$11,964,728

Projected Annual Payments – “60% Southeast Scenario”

Polk County								
-------------	--	--	--	--	--	--	--	--

- Competitive contractor bidding.
- Take advantage of any lower market rates (WIFIA, Truist, etc.).
- Continue the dialog with the WMD on their planned reimbursement schedule.
- **Work collaboratively to maximize grant opportunities.**



AWS still less costly than other options



Previous estimate, per gallon delivered: \$0.0120



Current estimate, per gallon delivered: \$0.0175



Cost of gallon of milk¹: \$3.05



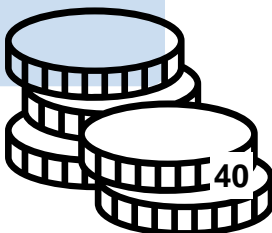
Cost of a 20 oz bottle of water: \$1.50 (\$9.60 per gallon)



Cost of gallon of bottled water²: \$1.87

¹ State average per milkpick.com

² Average of Deer Park, Publix, Pure Life, Crystal



Agenda Item H.1.

1/24/2024

SUBJECT

Approval of Repayment to Polk County for Retreat at Stuart Crossing Early Construction Package (Action)

DESCRIPTION

The Retreat at Stuart Crossing is a 288-unit residential apartment development located on Ernest Smith Boulevard in the City of Bartow. Construction of this development has commenced including two (2) main drives connecting to Ernest Smith Boulevard. Construction of approximately 240 linear feet of 12-inch water transmission main will be constructed concurrent with the driveways within the existing right-of-way to:

1. Minimize construction impacts to the future residents;
2. Reduce the cost of construction by installing the PRWC water transmission main concurrent with the driveways; and
3. Eliminate future potential conflicts with utility crossings.

In order to accommodate the schedule for construction of the driveways by the developer, Polk County, on behalf of the PRWC, has agreed to utilize a competitively bid existing utility construction contract to construct this portion of water transmission main. The cost of this work is \$52,095.00. As this work is not reimbursable under the current funding agreements, the cost will be distributed amongst the participating members based on their current water allocation percentage. Construction of this portion of water transmission main is in progress with construction completion anticipated in early 2024.

RECOMMENDATION

Request Board approve repayment to Polk County in the amount of \$52,095.00 for the Retreat at Stuart Crossing early construction package.

FISCAL IMPACT

Fiscal impact in the amount of \$52,095.00 to be distributed among the Southeast Wellfield Project Participants as follows per the Southeast Wellfield Implementation Agreement:

Member	2045 Water Allotment (MGD)	2045 Water Allotment Percentage	Member Cost
Auburndale	1.65	10.12%	\$5,272.01
Bartow	0.36	2.21%	\$1,151.30
Davenport	2.72	16.69%	\$8,694.66
Eagle Lake	0.65	3.99%	\$2,078.59
Haines City	3.50	21.47%	\$11,184.80
Lake Alfred	1.00	6.13%	\$3,193.42
Lakeland	0.10	0.61%	\$317.78
Winter Haven	1.52	9.33%	\$4,860.46
Dundee	0.90	5.52%	\$2,875.64
Lake Hamilton	0.50	3.07%	\$1,599.32
Polk County	3.40	20.86%	\$10,867.02
TOTAL	16.30	100%	\$52,095.00

CONTACT INFORMATION

Mark Addison

Agenda Item H.2.

1/24/2024

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

Agenda Item H.3.

1/24/2024

SUBJECT

Adopt Resolution 2024-01 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #10A) 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 2024-01 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 2024-01 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #10A) 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 2024-01

**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 (10000-PE), (10000-TCE), (10001-PE), (10001-TCE), (10004-PE-A), (10004-PE-B) and (10004-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 24th day of January, 2024

Southeast Wellfield Project Board of the Polk Regional Water Cooperative:

Chair

Secretary/Treasurer

Approved as to Form:

Edward P. de la Parte
Legal Counsel

EXHIBIT A

Nonexclusive Permanent Easement Legal Descriptions

[See Attached 11 Pages]

DESCRIPTION
10000-PE

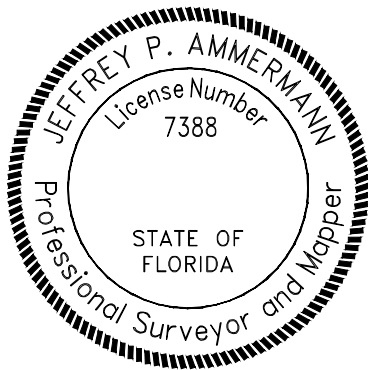
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 5682, Pages 423 through 424, located in Section 34, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of said Section 34; thence South 00°25'23" East, along the West line of said Northeast 1/4, a distance of 28.68 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 along said South maintained right-of-way line the following twenty-seven (27) courses: thence (1) South 89°54'29" East, 96.31 feet; thence (2) North 89°34'35" East, 100.00 feet; thence (3) South 89°44'10" East, 100.00 feet; thence (4) South 89°54'29" East, 100.00 feet; thence (5) South 89°47'36" East, 100.00 feet; thence (6) South 89°40'43" East, 100.00 feet; thence (7) South 89°54'29" East, 100.00 feet; thence (8) South 89°47'36" East, 100.00 feet; thence (9) North 89°24'16" East, 100.01 feet; thence (10) South 89°23'32" East, 100.00 feet; thence (11) South 89°51'02" East, 100.00 feet; thence (12) South 89°57'55" East, 100.00 feet; thence (13) South 89°47'36" East, 100.00 feet; thence (14) South 89°44'10" East, 100.00 feet; thence (15) North 89°44'54" East, 100.00 feet; thence (16) South 89°30'25" East, 100.00 feet; thence (17) South 89°23'32" East, 100.00 feet; thence (18) North 89°55'13" East, 100.00 feet; thence (19) North 89°55'13" East, 100.00 feet; thence (20) South 89°40'43" East, 100.00 feet; thence (21) South 89°40'43" East, 100.00 feet; thence (22) North 89°34'35" East, 100.00 feet; thence (23) South 89°37'17" East, 100.00 feet; thence (24) South 89°13'13" East, 100.01 feet; thence (25) North 89°51'46" East, 100.00 feet; thence (26) North 89°34'35" East, 100.00 feet; thence (27) South 89°23'23" East, 69.78 feet to the East line of said parcel and said East line of Northeast 1/4 of Section 34; said point lying South 00°15'33" East, 27.80 feet from the Northeast corner of said Northeast 1/4; thence South 00°15'33" East, along said East line of parcel, 24.57 feet; thence South 89°41'04" West, 605.53 feet; thence North 89°57'49" West, 194.20 feet; thence North 44°57'19" West, 15.42 feet; thence South 89°59'08" West, 50.36 feet; thence South 44°58'34" West, 15.34 feet; thence North 89°57'49" West, 441.07 feet; thence North 89°48'32" West, 1353.10 feet to the West line of said parcel; thence North 00°25'23" West, along said West line, 28.95 feet to the POINT OF BEGINNING. Said parcel containing 78,094.17 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: 2023.11.08
15:10:46 -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 SHEET 2 OF 3 FOR
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 10000-PE
DRAWN BY: S. CHILDS FIELD BOOK: — PAGE: — DATE: 11/09/2023	SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESM.TS.dwg 10000-PE Nov 09, 2023 1:19pm by: jommerrmann

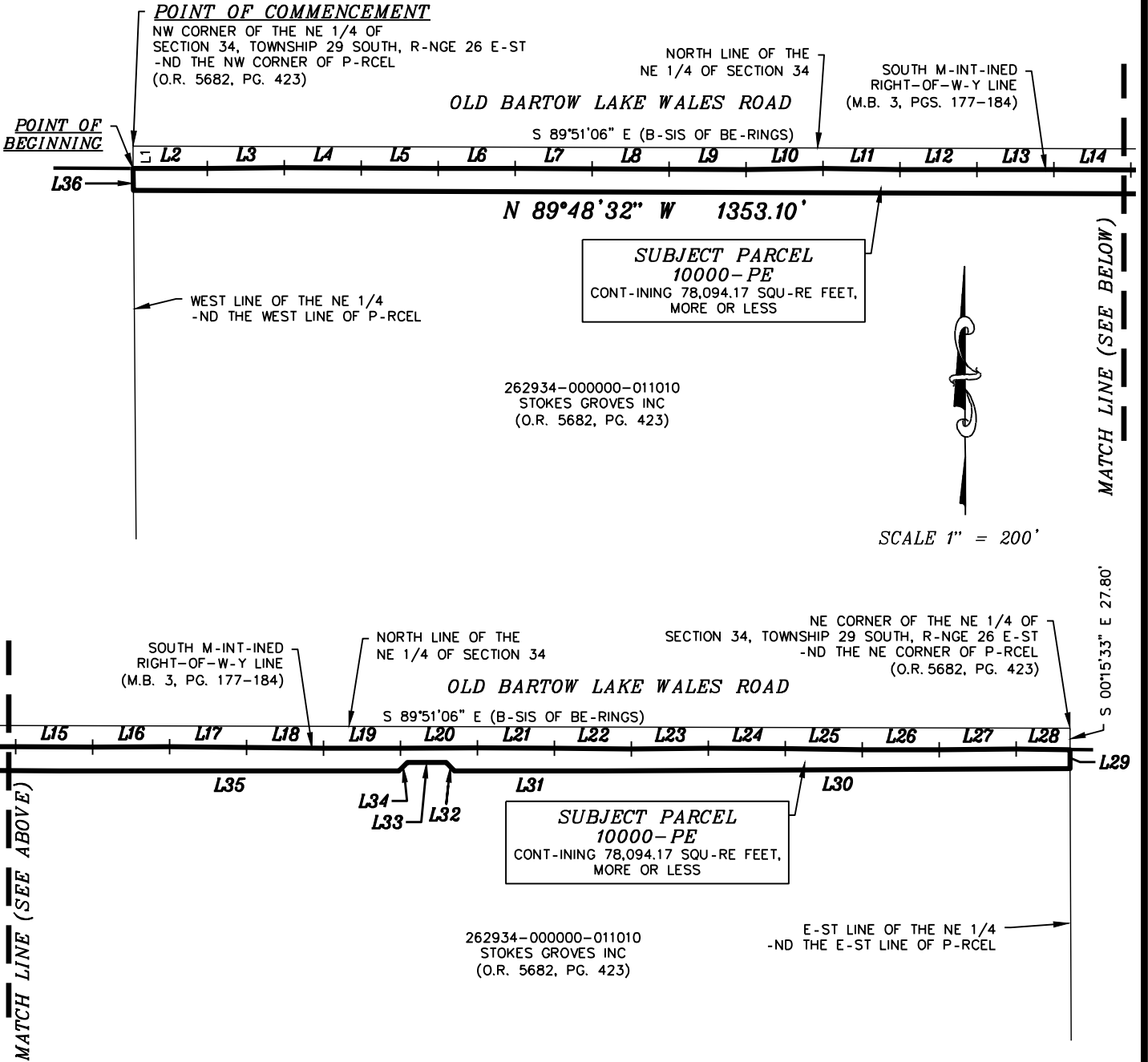
LEGEND:

- P.B. = PL-T BOOK
- PGS. = P-GES
- O.R. = OFFICI-L RECORDS BOOK
- M.B. = M-P BOOK
- PE = PERM-NENT E-SEMENT
- TCE = TEMPOR-RY CONSTRUCTION E-SEMENT

DESCRIPTION SKETCH
10000-PE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northeast 1/4 of Section 34, Township 29 south, Range 26 East, Polk County, Florida, being South 89°51'06" East.
- 3) See sheet 1 of 3 for description, certification, Surveyor's signature and seal.
- 4) See sheet 3 of 3 for line tables.



SHEET 2 OF 3

CS PROJECT: 8825.03

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

10000-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 11/09/2023

SHEET NO. V-02

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESM\TS.dwg 10000-PE (2) Nov 09, 2023 1:19pm by: jammermann

DESCRIPTION AND SKETCH
10000-PE

<i>LINE TABLE</i>		
LINE #	BE-RING	LENGTH
L1	S 00°25'23" E	28.68'
L2	S 89°54'29" E	96.31'
L3	N 89°34'35" E	100.00'
L4	S 89°44'10" E	100.00'
L5	S 89°54'29" E	100.00'
L6	S 89°47'36" E	100.00'
L7	S 89°40'43" E	100.00'
L8	S 89°54'29" E	100.00'
L9	S 89°47'36" E	100.00'
L10	N 89°24'16" E	100.01'
L11	S 89°23'32" E	100.00'
L12	S 89°51'02" E	100.00'
L13	S 89°57'55" E	100.00'
L14	S 89°47'36" E	100.00'
L15	S 89°44'10" E	100.00'
L16	N 89°44'54" E	100.00'
L17	S 89°30'25" E	100.00'
L18	S 89°23'32" E	100.00'
L19	N 89°55'13" E	100.00'
L20	N 89°55'13" E	100.00'

<i>LINE TABLE</i>		
LINE #	BE-RING	LENGTH
L21	S 89°40'43" E	100.00'
L22	S 89°40'43" E	100.00'
L23	N 89°34'35" E	100.00'
L24	S 89°37'17" E	100.00'
L25	S 89°13'13" E	100.01'
L26	N 89°51'46" E	100.00'
L27	N 89°34'35" E	100.00'
L28	S 89°23'23" E	69.78'
L29	S 00°15'33" E	24.57'
L30	S 89°41'04" W	605.53'
L31	N 89°57'49" W	194.20'
L32	N 44°57'19" W	15.42'
L33	S 89°59'08" W	50.36'
L34	S 44°58'34" W	15.34'
L35	N 89°57'49" W	441.07'
L36	N 00°25'23" W	28.95'

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northeast 1/4 of Section 34, Township 29 South, Range 26 East, Polk County, Florida, being South 89°51'06" East.
- 3) See sheet 1 of 3 for description, certification, and Surveyor's signature and seal.
- 4) See sheet 2 of 3 for sketch.

SHEET 3 OF 3

CS PROJECT: 8825.03

10000-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: 11/09/2023

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LEGEND:

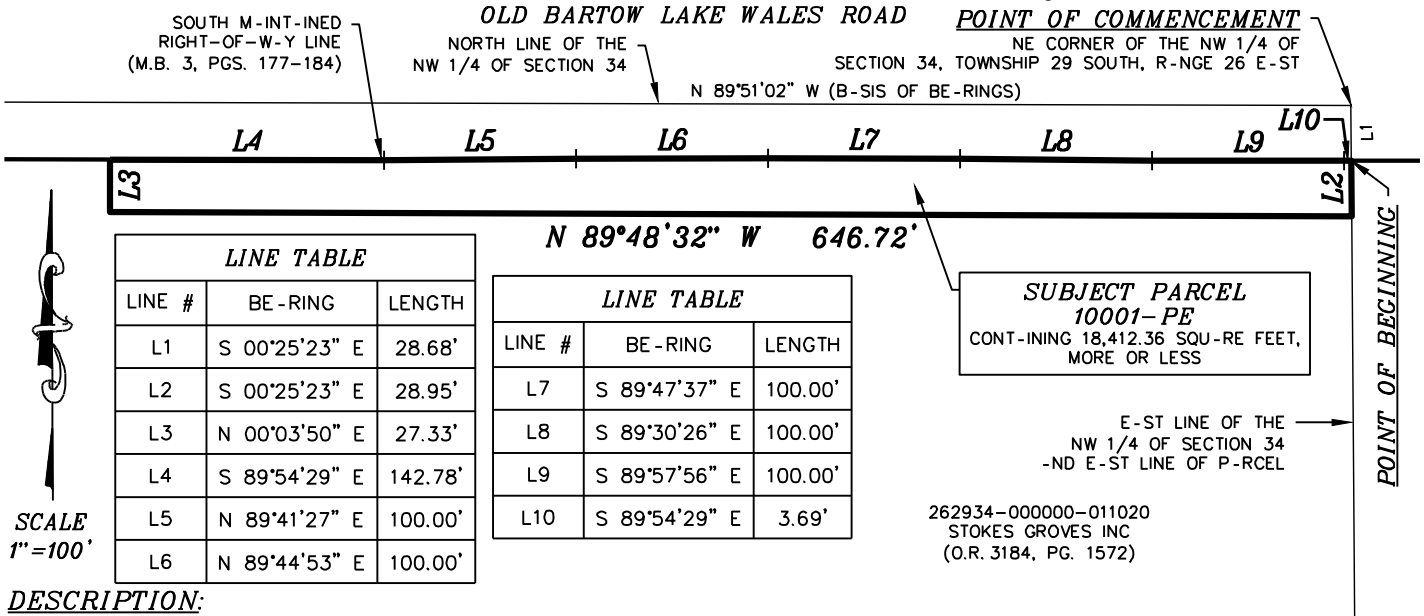
- P.B. = PL-T BOOK
- PGS. = P-GES
- O.R. = OFFICI-L RECORDS BOOK
- M.B. = M-P BOOK
- PE = PERM-NENT E-SEMENT
- TCE = TEMPOR-RY CONSTRUCTION E-SEMENT

DESCRIPTION AND SKETCH

10001-PE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northwest 1/4 of Section 34, Township 29 south, Range 26 East, Polk County, Florida, being North 89°51'02" West



LINE TABLE		
LINE #	BE-RING	LENGTH
L1	S 00°25'23" E	28.68'
L2	S 00°25'23" E	28.95'
L3	N 00°03'50" E	27.33'
L4	S 89°54'29" E	142.78'
L5	N 89°41'27" E	100.00'
L6	N 89°44'53" E	100.00'

LINE TABLE		
LINE #	BE-RING	LENGTH
L7	S 89°47'37" E	100.00'
L8	S 89°30'26" E	100.00'
L9	S 89°57'56" E	100.00'
L10	S 89°54'29" E	3.69'

SUBJECT PARCEL
10001-PE
 CONT-INING 18,412.36 SQU-RE FEET,
 MORE OR LESS

E- ST LINE OF THE
 NW 1/4 OF SECTION 34
 -ND E- ST LINE OF P-RCEL
 262934-000000-011020
 STOKES GROVES INC
 (O.R. 3184, PG. 1572)

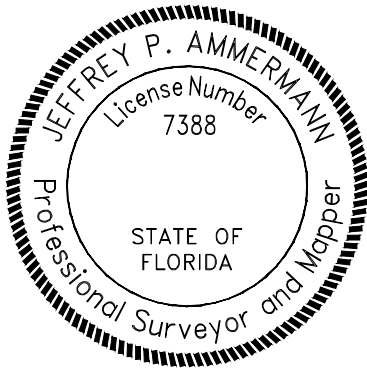
DESCRIPTION:

parcel of land being a portion of a parcel described in Official Records Book 3184, Page 1572, located in Section 34, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of said Section 34; thence South 00°25'23" East, along the East line of said Northwest 1/4, a distance of 28.68 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 continue South 00°25'23" East, along said East line of parcel, 28.95 feet; thence North 89°48'32" West, 646.72 feet; thence North 00°03'50" East, 27.33 feet to the intersection with said South maintained right-of-way line; thence along said South maintained right-of-way line the following seven (7) courses: thence 1) South 89°54'29" East, 142.78 feet; thence 2) North 89°41'27" East, 100.00 feet; thence 3) North 89°44'53" East, 100.00 feet; thence 4) South 89°47'37" East, 100.00 feet; thence 5) South 89°30'26" East, 100.00 feet; thence 6) South 89°57'56" East, 100.00 feet; thence 7) South 89°54'29" East, 3.69 feet to the POINT OF BEGINNING. Said parcel containing 18,412.36 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: 2023.11.08
 15:10:46 -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

10001-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: 11/09/2023

DESCRIPTION

10004-PE

DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 3184, Page 1572, located in Section 35, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

PE-A

COMMENCE at the Northwest corner of the Northwest 1/4 of said Section 35; thence South 00°15'33" East, along the West line of said Northwest 1/4, a distance of 27.80 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 along said South maintained right-of-way line the following twenty-eight (28) courses; thence (1) South 89°23'23" East, 30.51 feet; thence (2) North 89°37'55" East, 100.00 feet; thence (3) North 89°31'02" East, 100.00 feet; thence (4) North 89° 51' 40" East, 100.00 feet; thence (5) North 89°44'47" East, 100.00 feet; thence (6) North 89°51'40" East, 100.00 feet; thence North 89°10'25" East, 100.00 feet; thence (7) South 89°47'43" East, 100.01 feet; thence (8) North 89°06'58" East, 100.00 feet; thence (9) North 89°31'02" East, 100.00 feet; thence (10) South 89°47'43" East, 100.01 feet; thence (11) North 89°34'28" East, 100.00 feet; thence (12) North 89°37'55" East, 100.00 feet; thence (13) South 89°16'47" East, 100.02 feet; thence (14) North 88°46'21" East, 100.01 feet; thence (15) North 89°10'25" East, 100.00 feet; thence (16) North 89°37'55" East, 100.00 feet; thence (17) North 89°24'10" East, 100.00 feet; thence (18) North 89°27'36" East, 100.00 feet; thence (19) North 89°24'10" East, 100.00 feet; thence (20) South 89°54'35" East, 100.00 feet; thence (21) North 88°56'40" East, 100.01 feet; thence (22) South 89°58'02" East, 100.00 feet; thence (23) North 89°31'02" East, 100.00 feet; thence (24) North 89°44'47" East, 100.00 feet; thence (25) North 89°44'47" East, 100.00 feet; thence (26) North 89°27'36" East, 100.00 feet; thence (27) North 89°24'10" East, 100.00 feet; thence (28) North 89°38'33" East, 47.58 feet to the intersection with the South right-of-way line as described in Official Records Book 9022, Pages 219 through 222, Public Records of Polk County, Florida; thence South 71°19'20" East, along said South line, 55.31 feet; thence South 88°08'01" East, along said South line, 126.85 feet to Point "A"; thence South 89°28'28" West, 1271.42 feet; thence South 89°41'04" West, 1685.75 feet to said West line of the Northwest 1/4 and the West line of said parcel; thence North 00°15'33" West, along said West line, 24.57 feet to the POINT OF BEGINNING. Said parcel containing 68,823.82 square feet, more or less.

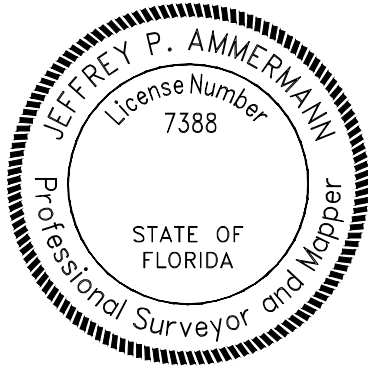
AND

PE-B

BEGIN at said Point "A", thence South 88°08'01" East, along said South right-of-way line described in Official Records Book 9022, Pages 219 through 222, 46.02 feet; thence North 89°34'33" East, along said South right-of-way line, 300.00 feet; thence North 75°16'17" East, along said South right-of-way line, 9.99 feet to the POINT OF BEGINNING; thence continue North 75°16'17" East, along said South right-of-way line, 93.21 feet to the intersection with said South maintained right-of-way line; thence along said South maintained right-of-way line the following seven (7) courses; thence (1) South 89°57'50" East, 27.42 feet; thence (2) North 89°55'07" East, 100.00 feet; thence (3) North 89°31'03" East, 100.00 feet; thence (4) South 89°58'01" East, 100.00 feet; thence (5) North 89°31'03" East, 100.00 feet; thence (6) North 89°31'03" East, 100.00 feet; thence (7) North 89°51'40" East, 66.51 feet to the intersection with the East line of the West 3/4 of said Section 35 also being the East line of said parcel; thence South 00°16'40" East, along said East line, 20.17 feet; thence South 89°28'28" West, 684.20 feet to the POINT OF BEGINNING. Said parcel containing 13,678.18 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: 2023.11.08 15:10:46 -05'00'

JEFFREY P. AMMERMAN, P.S.M. FLORIDA REGISTRATION PSM 7388 JAMMERMAN@CHASTAINSKILLMAN.COM THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE 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 4 SEE SHEETS 2-4 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

10004-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 11/17/2023

SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESM\T.S.dwg 10004-PE Nov 18, 2023 11:45am by: jammermann

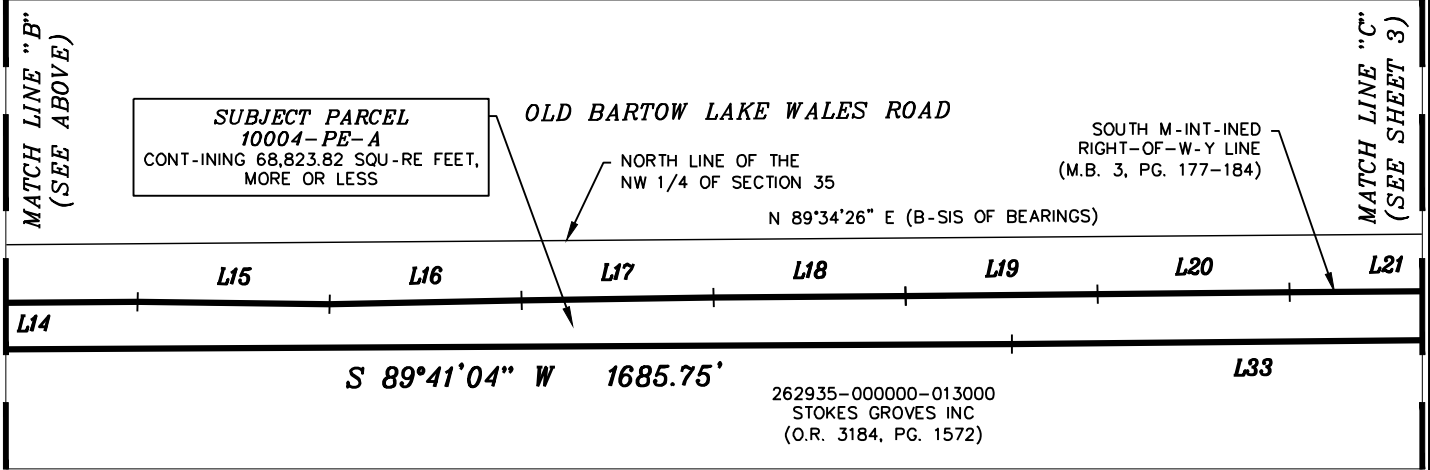
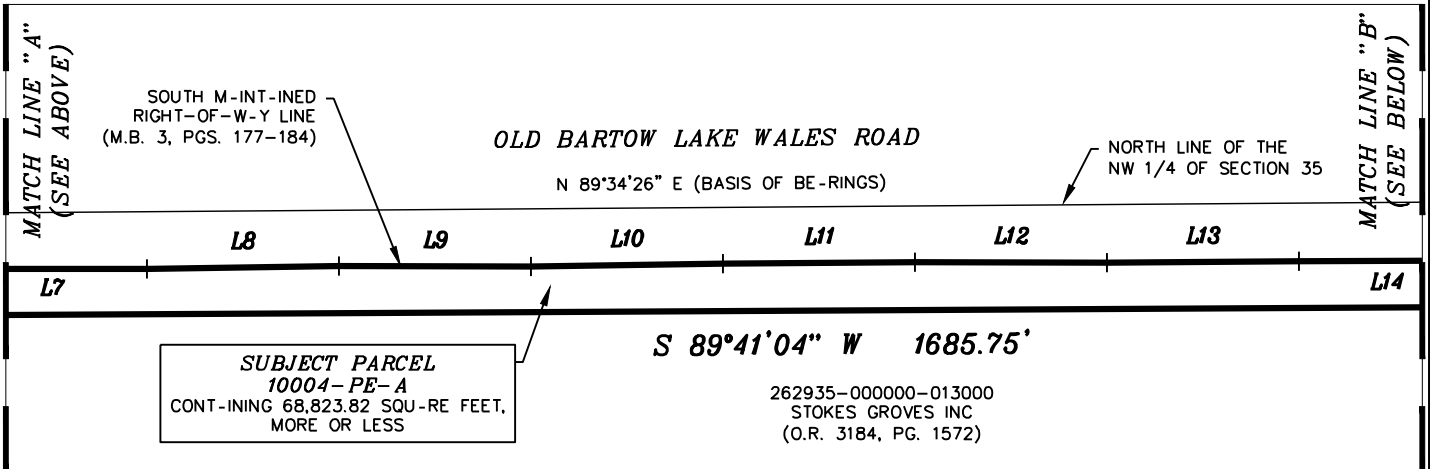
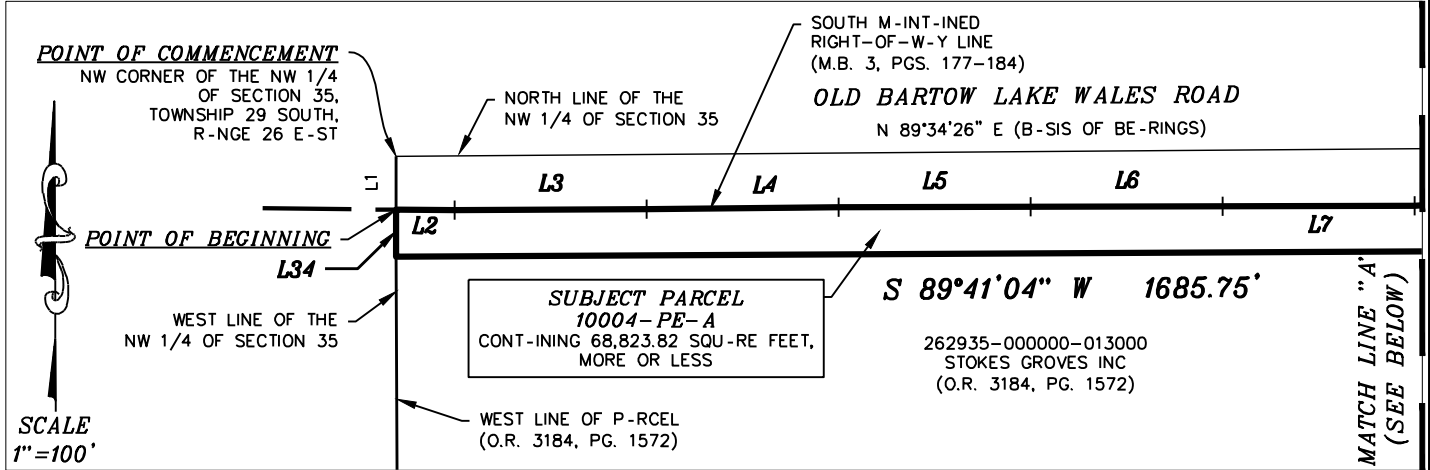
LEGEND:

- P.B. = PL-T BOOK
- PGS. = P-GES
- O.R. = OFFICI-L RECORDS BOOK
- M.B. = M-P BOOK
- PE = PERM-NENT E-SEMENT
- TCE = TEMPOR-RY CONSTRUCTION E-SEMENT

DESCRIPTION SKETCH
10004-PE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northwest 1/4 of Section 35, Township 29 South, Range 26 East, Polk County, Florida, being North 89°34'26" East.
- 3) See sheet 1 of 4 for description, certification, and Surveyor's signature and seal.
- 4) See sheet 4 of 4 for line tables.



SHEET 2 OF 4

CS PROJECT: 8825.03

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

10004-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 11/17/2023

SHEET NO. V-02

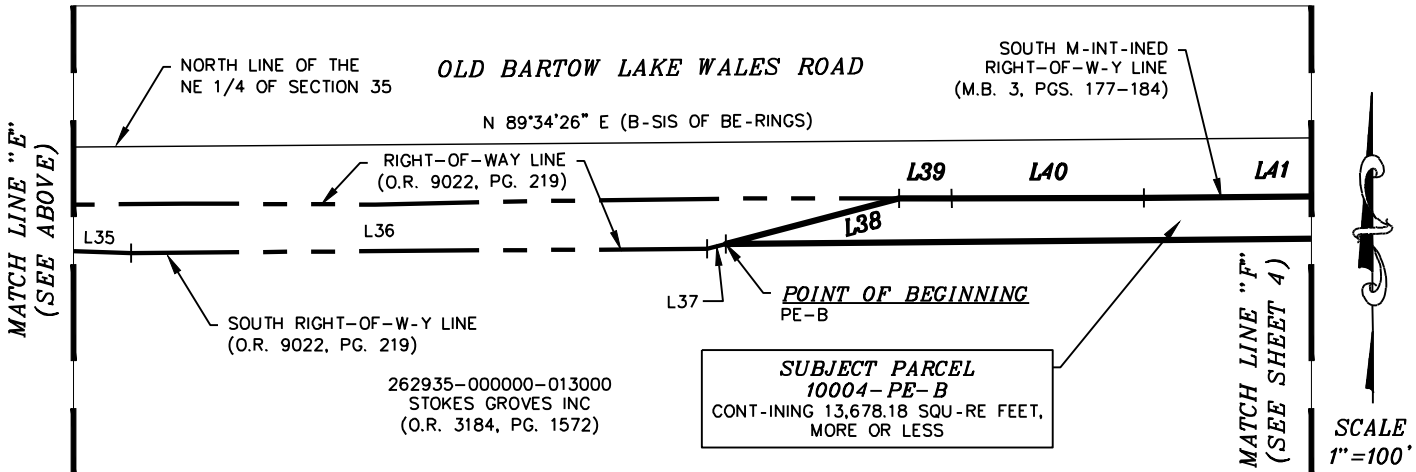
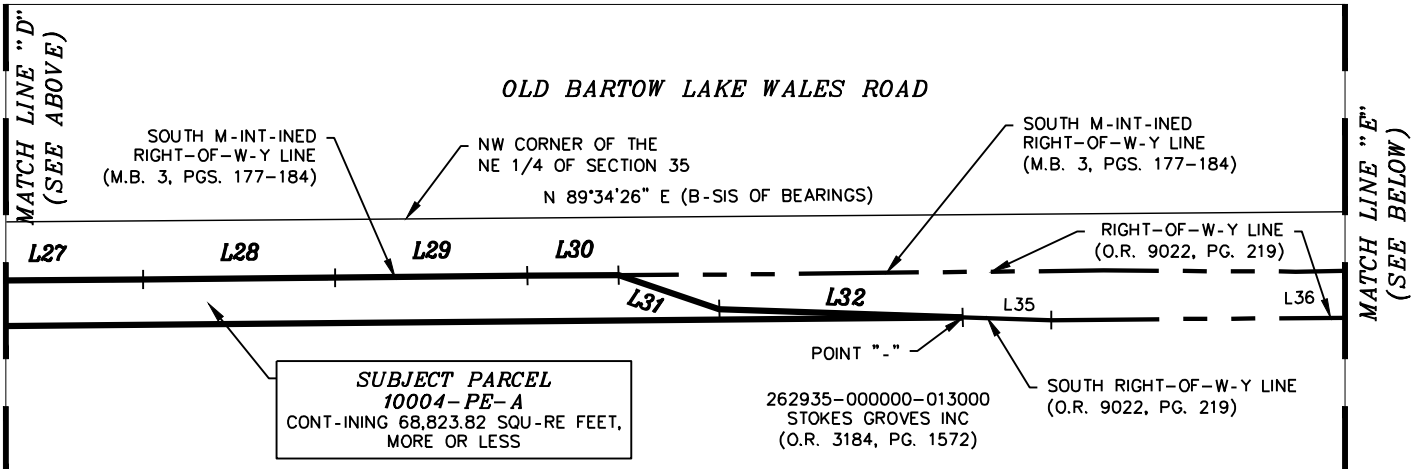
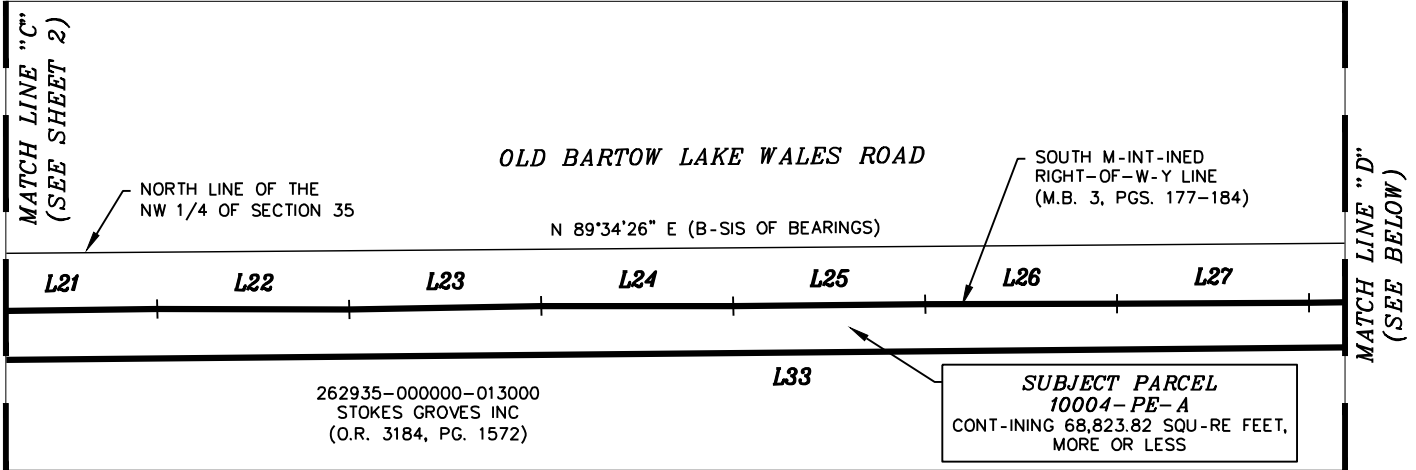
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LEGEND:

- P.B. = PL-T BOOK
- PGS. = P-GES
- O.R. = OFFICI-L RECORDS BOOK
- M.B. = M-P BOOK
- PE = PERM-NENT E-SEMENT
- TCE = TEMPOR-RY CONSTRUCTION E-SEMENT

DESCRIPTION SKETCH **NOTES:**
 10004-PE

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northwest 1/4 of Section 35, Township 29 South, Range 26 East, Polk County, Florida, being North 89°34'26" East.
- 3) See sheet 1 of 4 for description, certification, and Surveyor's signature and seal.
- 4) See sheet 4 of 4 for line tables.



SHEET 3 OF 4

CS PROJECT: 8825.03

10004-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: —

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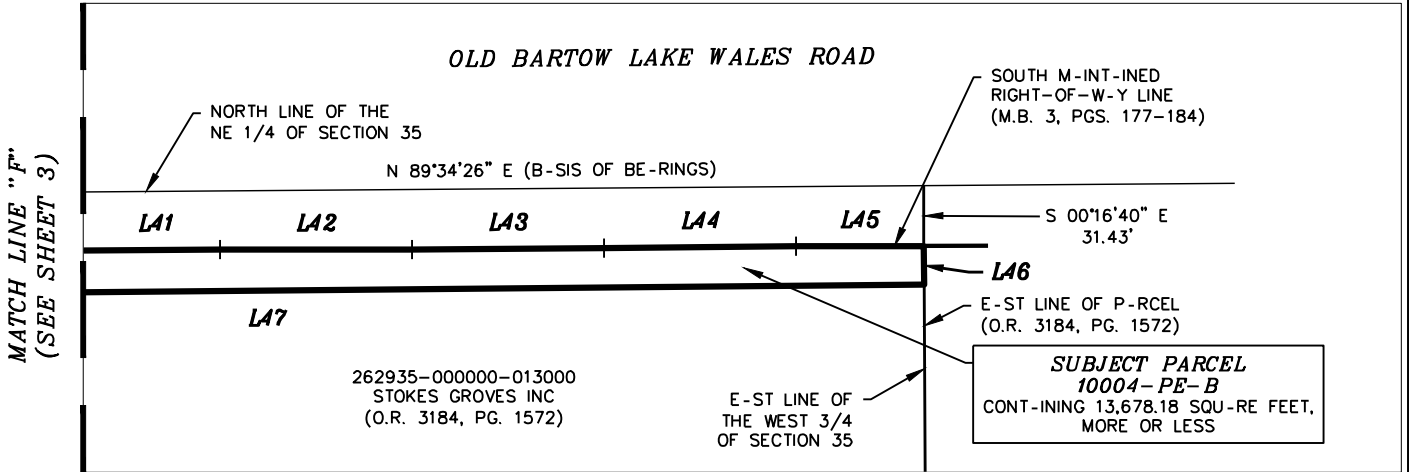
LEGEND:

- P.B. = PL-T BOOK
- PGS. = P-GES
- O.R. = OFFICI-L RECORDS BOOK
- M.B. = M-P BOOK
- PE = PERM-NENT E-SEMENT
- TCE = TEMPOR-RY CONSTRUCTION E-SEMENT

DESCRIPTION SKETCH
10004-PE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northwest 1/4 of Section 35, Township 29 South, Range 26 East, Polk County, Florida, being North 89°34'26" East.
- 3) See sheet 1 of 4 for description, certification, and Surveyor's signature and seal.



LINE TABLE		
LINE #	BE-RING	LENGTH
L1	S 00°15'33" E	27.80'
L2	S 89°23'23" E	30.51'
L3	N 89°37'55" E	100.00'
L4	N 89°31'02" E	100.00'
L5	N 89°51'40" E	100.00'
L6	N 89°44'47" E	100.00'
L7	N 89°51'40" E	100.00'
L8	N 89°10'25" E	100.00'
L9	S 89°47'43" E	100.01'
L10	N 89°06'58" E	100.00'
L11	N 89°31'02" E	100.00'
L12	S 89°47'43" E	100.01'
L13	N 89°34'28" E	100.00'
L14	N 89°37'55" E	100.00'
L15	S 89°16'47" E	100.02'
L16	N 88°46'21" E	100.01'
L17	N 89°10'25" E	100.00'
L18	N 89°37'55" E	100.00'
L19	N 89°24'10" E	100.00'
L20	N 89°27'36" E	100.00'

LINE TABLE		
LINE #	BE-RING	LENGTH
L21	N 89°24'10" E	100.00'
L22	S 89°54'35" E	100.00'
L23	N 88°56'40" E	100.01'
L24	S 89°58'02" E	100.00'
L25	N 89°31'02" E	100.00'
L26	N 89°44'47" E	100.00'
L27	N 89°44'47" E	100.00'
L28	N 89°27'36" E	100.00'
L29	N 89°24'10" E	100.00'
L30	N 89°38'33" E	47.58'
L31	S 71°19'20" E	55.31'
L32	S 88°08'01" E	126.85'
L33	S 89°28'28" W	1271.42'
L34	N 00°15'33" W	24.57'
L35	S 88°08'01" E	46.02'
L36	N 89°34'33" E	300.00'
L37	N 75°16'17" E	9.99'
L38	N 75°16'17" E	93.21'
L39	S 89°57'50" E	27.42'
L40	N 89°55'07" E	100.00'

LINE TABLE		
LINE #	BE-RING	LENGTH
L41	N 89°31'03" E	100.00'
L42	S 89°58'01" E	100.00'
L43	N 89°31'03" E	100.00'
L44	N 89°31'03" E	100.00'
L45	N 89°51'40" E	66.51'
L46	S 00°16'40" E	20.17'
L47	S 89°28'28" W	684.20'

SHEET 4 OF 4

CS PROJECT: 8825.03

10004-PE

SHEET NO. V-04

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

DRAWN BY: **S. CHILDS**

FIELD BOOK: — PAGE: —

DATE: **11/17/2023**

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESM\T.S.dwg 10004-PE (4) Nov 18, 2023 11:45am by: jammermann

EXHIBIT B

Nonexclusive Permanent Easement

[See Attached 2 Page]

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

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

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

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

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

EXHIBIT C

Nonexclusive Temporary Construction Easement Legal Descriptions

[See Attached 10 Pages]

DESCRIPTION
10000-TCE

DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 5682, Pages 423 through 424, located in Section 34, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

TCE-A

COMMENCE at the Northwest corner of the Northeast 1/4 of said Section 34, thence South 00°25'23" East, along the West line of said Northeast 1/4, a distance of 28.68 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; thence continue South 00°25'23" East, along said West line of the Northeast 1/4, a distance of 28.95 feet to the POINT OF BEGINNING; thence South 89°48'32" East, 1353.10 feet; thence South 89°57'49" East, 441.07 feet; thence North 44°58'34" East, 15.34 feet; thence North 89°59'08" East, 7.07 feet to Point "A"; thence South 44°58'34" West, 22.42 feet; thence North 89°57'49" West, 443.15 feet; thence North 89°48'32" West, 1353.05 feet to the West line of said parcel; thence North 00°25'23" West, along said West line, 5.00 feet to the POINT OF BEGINNING. Said parcel containing 9070.31 square feet, more or less.

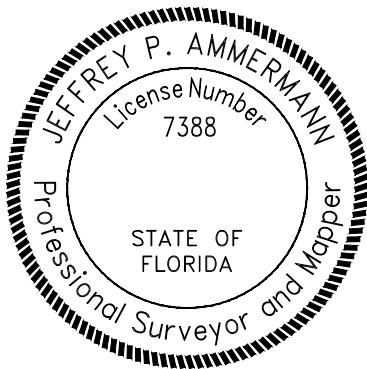
AND

TCE-B

COMMENCE at aforementioned Point "A"; thence North 89°59'08" East, 36.23 feet to the POINT OF BEGINNING; thence continue North 89°59'08" East, 7.06 feet; thence South 44°57'19" East, 15.42 feet; thence South 89°57'49" East, 194.20 feet; thence North 89°41'04" East, 605.53 feet to the East line of said parcel and East line of said Northeast 1/4, said point lying South 00°15'33" East, 52.37 feet from the Northeast corner of said Northeast 1/4; thence South 00°15'33" East, along said East line of parcel, 5.00 feet; thence South 89°41'04" West, 605.54 feet; thence North 89°57'49" West, 196.28 feet; thence North 44°57'19" West, 22.48 feet to the POINT OF BEGINNING. Said combined parcels containing 4098.63 square feet, more or less.

CERTIFICATION:

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



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2023.11.08
15:10:46 -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 SHEET 2 OF 3 FOR
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		<i>CS PROJECT:</i> 8825.03
<i>DRAWN BY:</i> S. CHILDS		<i>10000-TCE</i>
<i>FIELD BOOK:</i> — <i>PAGE:</i> —	<i>DATE:</i> 12/22/2023	<i>SHEET NO.</i> V-01

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESM\T.dwg 10000-TCE Dec 22, 2023 10:15am by: jammermann

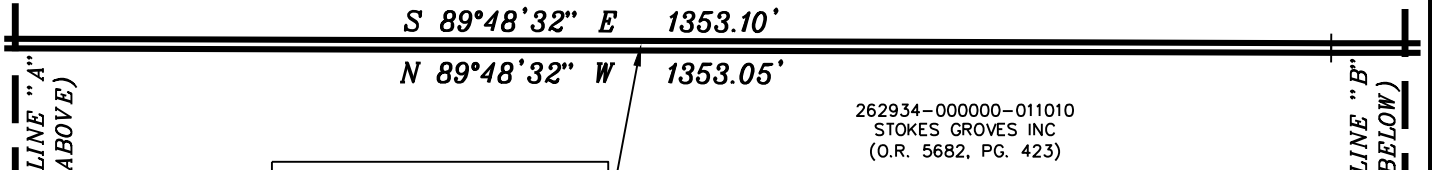
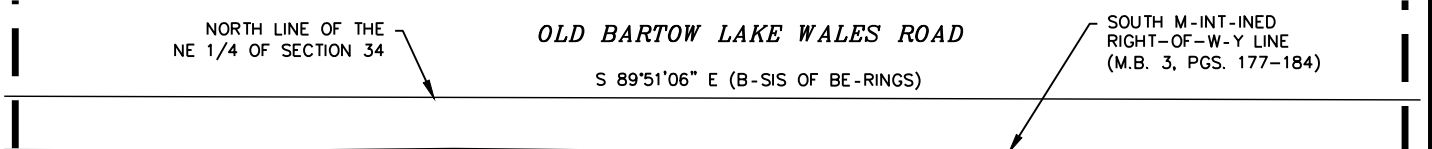
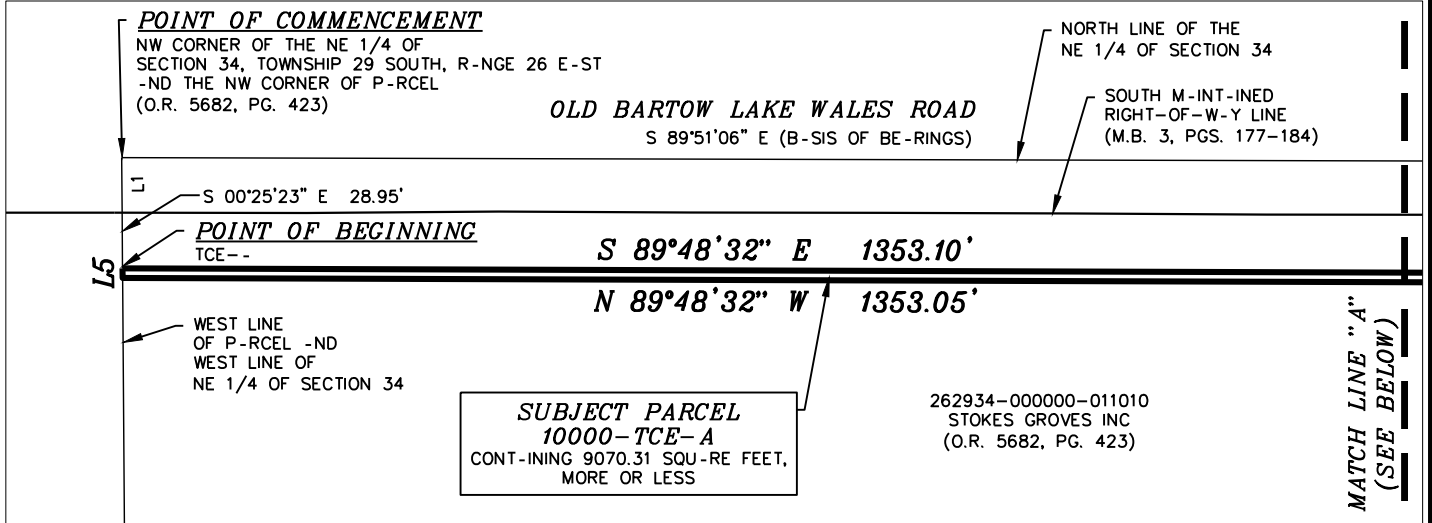
LEGEND:

- P.B. = PL-T BOOK
- PGS. = P-GE
- O.R. = OFFICI-L RECORDS BOOK
- M.B. = M-P BOOK
- PE = PERM-NENT E-SEMENT
- TCE = TEMPOR-RY CONSTRUCTION E-SEMENT

DESCRIPTION SKETCH
10000-TCE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northeast 1/4 of Section 34, Township 29 south, Range 26 East, Polk County, Florida, being South 89°51'06" East.
- 3) See sheet 1 of 3 for description, certifications, and surveyor's signature.



SUBJECT PARCEL
10000-TCE-A
CONT-INING 9070.31 SQU-RE FEET,
MORE OR LESS

262934-000000-011010
STOKES GROVES INC
(O.R. 5682, PG. 423)

LINE TABLE		
LINE #	BE-RING	LENGTH
L1	S 00°25'23" E	28.68'
L2	N 44°58'34" E	15.34'
L3	N 89°59'08" E	7.07'
L4	S 44°58'34" W	22.42'
L5	N 00°25'23" W	5.00'
L6	N 89°59'08" E	36.23'
L7	N 89°59'08" E	7.06'
L8	S 44°57'19" E	15.42'
L9	S 00°15'33" E	5.00'
L10	N 44°57'19" W	22.48'



SCALE 1" = 100'

SHEET 2 OF 3

CS PROJECT: 8825.03
10000-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: 12/22/2023

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESM\T.S.dwg 10000-TCE (2) Dec 22, 2023 10:15am by: jammermann

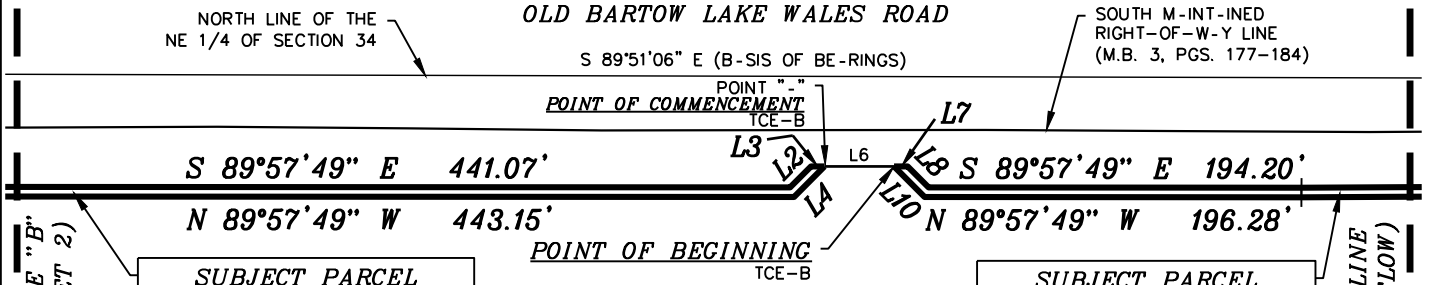
LEGEND:

- P.B. = PL-T BOOK
- PGS. = P-GE
- O.R. = OFFICI-L RECORDS BOOK
- M.B. = M-P BOOK
- PE = PERM-NENT E-SEMENT
- TCE = TEMPOR-RY CONSTRUCTION E-SEMENT

DESCRIPTION SKETCH
10000-TCE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northeast 1/4 of Section 34, Township 29 south, Range 26 East, Polk County, Florida, being South 89°51'06" East.
- 3) See sheet 1 of 3 for description, certifications, and surveyor's signature.



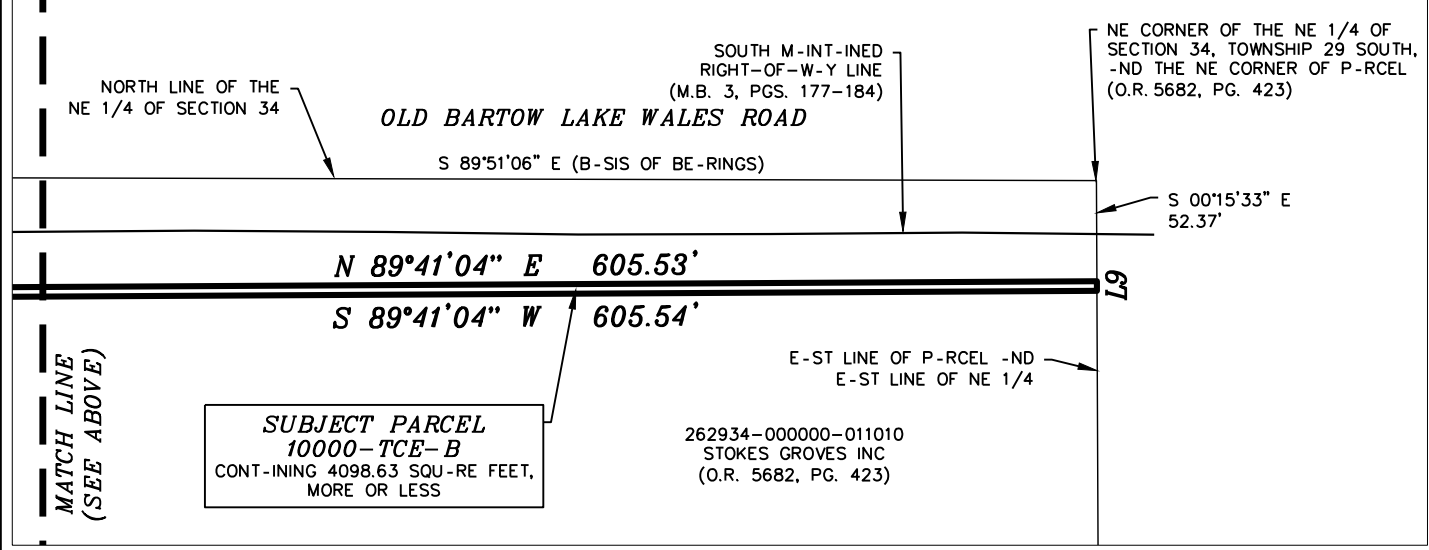
SUBJECT PARCEL
10000-TCE-A
CONT-INING 9070.31 SQU-RE FEET,
MORE OR LESS

SUBJECT PARCEL
10000-TCE-B
CONT-INING 4098.63 SQU-RE FEET,
MORE OR LESS

LINE TABLE		
LINE #	BE-RING	LENGTH
L1	S 00°25'23" E	28.68'
L2	N 44°58'34" E	15.34'
L3	N 89°59'08" E	7.07'
L4	S 44°58'34" W	22.42'
L5	N 00°25'23" W	5.00'
L6	N 89°59'08" E	36.23'
L7	N 89°59'08" E	7.06'
L8	S 44°57'19" E	15.42'
L9	S 00°15'33" E	5.00'
L10	N 44°57'19" W	22.48'



SCALE 1" = 100'



SUBJECT PARCEL
10000-TCE-B
CONT-INING 4098.63 SQU-RE FEET,
MORE OR LESS

262934-000000-011010
STOKES GROVES INC
(O.R. 5682, PG. 423)

SHEET 3 OF 3

CS PROJECT: 8825.03
10000-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: 12/22/2023

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW LAKE WALES\882503-SCC-2023-08-21-ESM\T.S.dwg 10000-TCE (3) Dec 22, 2023 10:15am by: jommermann

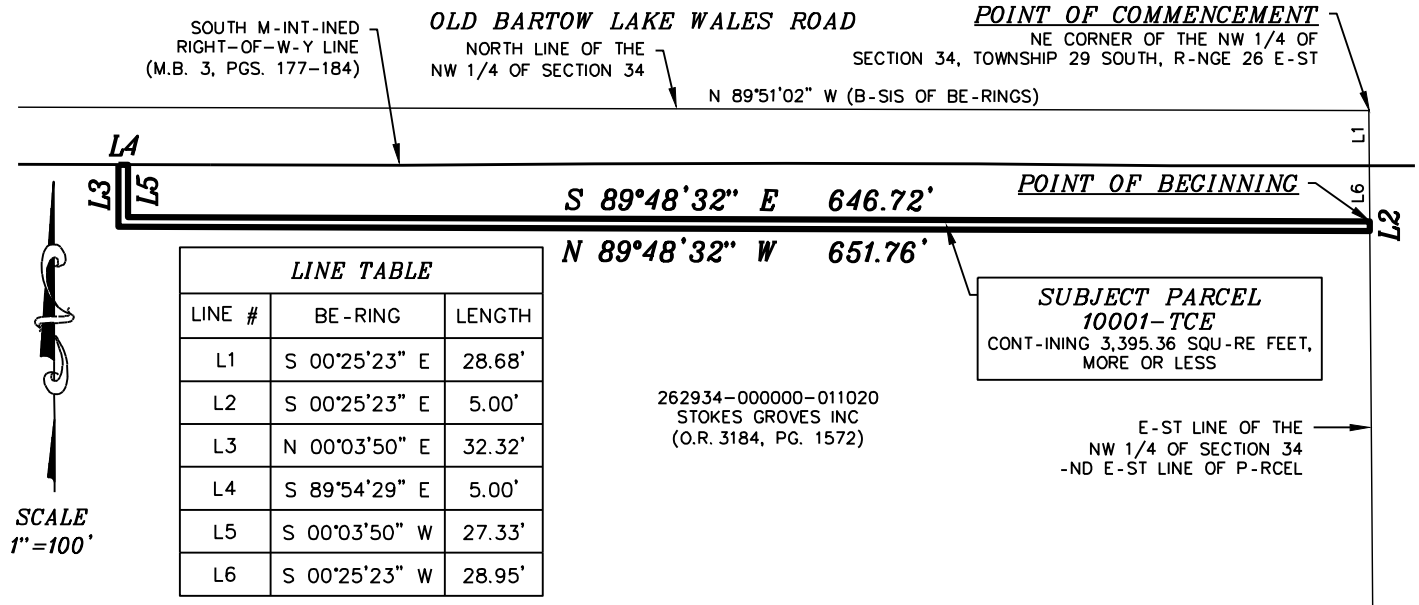
LEGEND:

- P.B. = PL-T BOOK
- PGS. = P-GES
- O.R. = OFFICI-L RECORDS BOOK
- M.B. = M-P BOOK
- PE = PERM-NENT E-SEMENT
- TCE = TEMPOR-RY CONSTRUCTION E-SEMENT

DESCRIPTION AND SKETCH
10001-TCE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northwest 1/4 of Section 34, Township 29 south, Range 26 East, Polk County, Florida, being North 89°51'02" West



LINE TABLE		
LINE #	BE-RING	LENGTH
L1	S 00°25'23" E	28.68'
L2	S 00°25'23" E	5.00'
L3	N 00°03'50" E	32.32'
L4	S 89°54'29" E	5.00'
L5	S 00°03'50" W	27.33'
L6	S 00°25'23" W	28.95'

SCALE
1"=100'

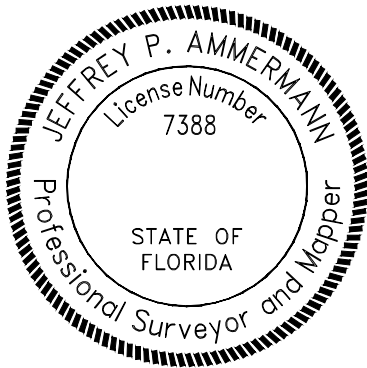
DESCRIPTION:

parcel of land being a portion of a parcel described in Official Records Book 3184, Page 1572, located in Section 34, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of said Section 34, thence South 00°25'23" East, along the East line of said Northwest 1/4 and the East line of said parcel, a distance of 28.68 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; thence continue South 00°25'23" East, along the East line of said parcel, 28.95 feet to the POINT OF BEGINNING; thence continue South 00°25'23" East, along said East line of parcel, 5.00 feet; thence North 89°48'32" West, 651.76 feet; thence North 00°03'50" East, 32.32 feet to the intersection with said South maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida; thence South 89°54'29" East, along said South maintained right-of-way line, 5.00 feet; thence South 00°03'50" West, 27.33 feet; thence South 89°48'32" East, 646.72 feet to the POINT OF BEGINNING. Said parcel containing 3,395.36 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: 2023.11.08
15:10:46 -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

10001-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: 11/09/2023

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DESCRIPTION
10004-TCE

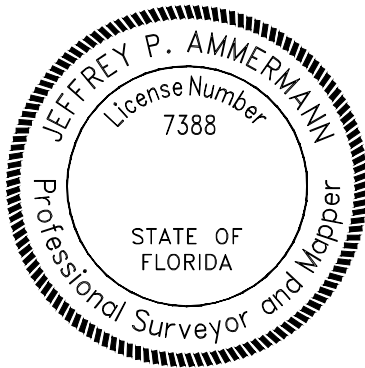
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 3184, Page 1572, located in Section 35, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 of said Section 35, thence South 00°15'33" East, along the West line of said Northwest 1/4, a distance of 27.80 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; thence continue South 00°15'33" East, along said West line of Northwest 1/4 and the West line of said parcel, 24.57 feet to the POINT OF BEGINNING; thence North 89°41'04" East, 1685.75 feet; thence North 89°28'28" East, 1271.42 feet to the intersection with the South right-of-way line as recorded in Official Records Book 9022, Pages 219 through 222, Public Records of Polk County, Florida; thence South 88°08'01" East, along said South line, 46.02 feet; thence North 89°34'33" East, along said South line, 300.00 feet; thence North 75°16'17" East, along said South line, 9.99 feet; thence North 89°28'28" East, 684.20 feet to the intersection with the East line of the West 3/4 of said Section 35 and the the East line of said parcel; thence South 00°16'40" East, along said East line, 5.00 feet; thence South 89°28'28" West, 2311.28 feet; thence South 89°41'04" West, 1685.76 feet to said West line of the Northwest 1/4 and the West line of said parcel; thence North 00°15'33" West, along said West line, 5.00 feet to the POINT OF BEGINNING. Said parcel containing 19,273.23 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: 2023.11.08
15:10:46 -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 2-3 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 10004-TCE
DRAWN BY: S. CHILDS FIELD BOOK: — PAGE: — DATE: 11/17/2023	SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESM\T5.dwg 10004-TCE Nov 18, 2023 11:49am by: jammermann

LEGEND:

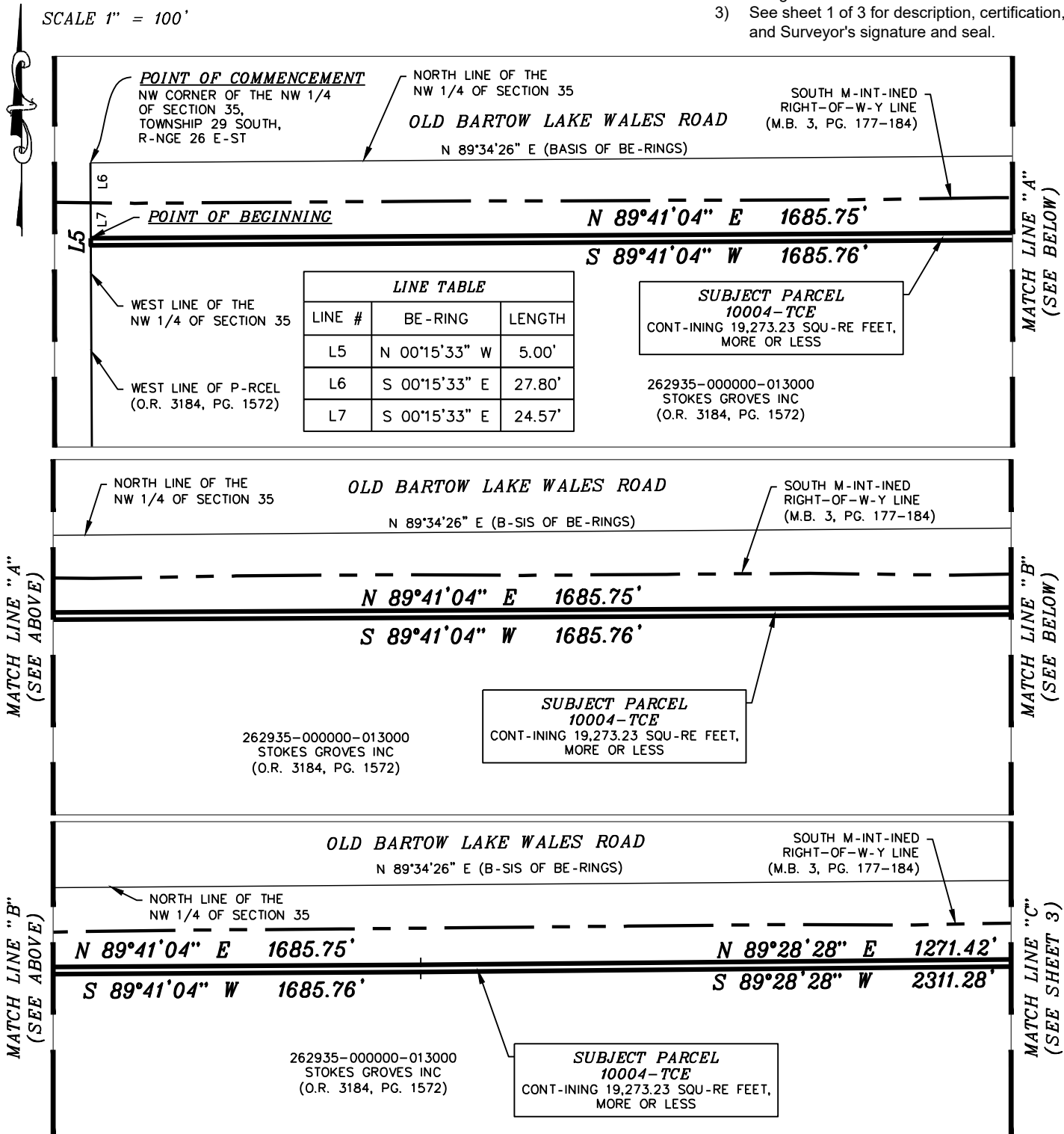
- P.B. = PL-T BOOK
- PG. = P-GE
- O.R. = OFFICI-L RECORDS BOOK
- M.B. = M-P BOOK
- PE = PERM-NENT E-SEMENT
- TCE = TEMPOR-RY CONSTRUCTION E-SEMENT

DESCRIPTION SKETCH
10004-TCE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northwest 1/4 of Section 35, Township 29 South, Range 26 East, Polk County, Florida, being North 89°34'26" East.
- 3) See sheet 1 of 3 for description, certification, and Surveyor's signature and seal.

SCALE 1" = 100'



SHEET 2 OF 3

CS PROJECT: 8825.03

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

10004-TCE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 11/17/2023

SHEET NO. V-02

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESM\TSD.dwg 10004-TCE (2) Nov 18, 2023 11:49am by: jammermann

LEGEND:

- P.B. = PL-T BOOK
- PG. = P-GE
- O.R. = OFFICI-L RECORDS BOOK
- M.B. = M-P BOOK
- PE = PERM-NENT E-SEMENT
- TCE = TEMPOR-RY CONSTRUCTION E-SEMENT

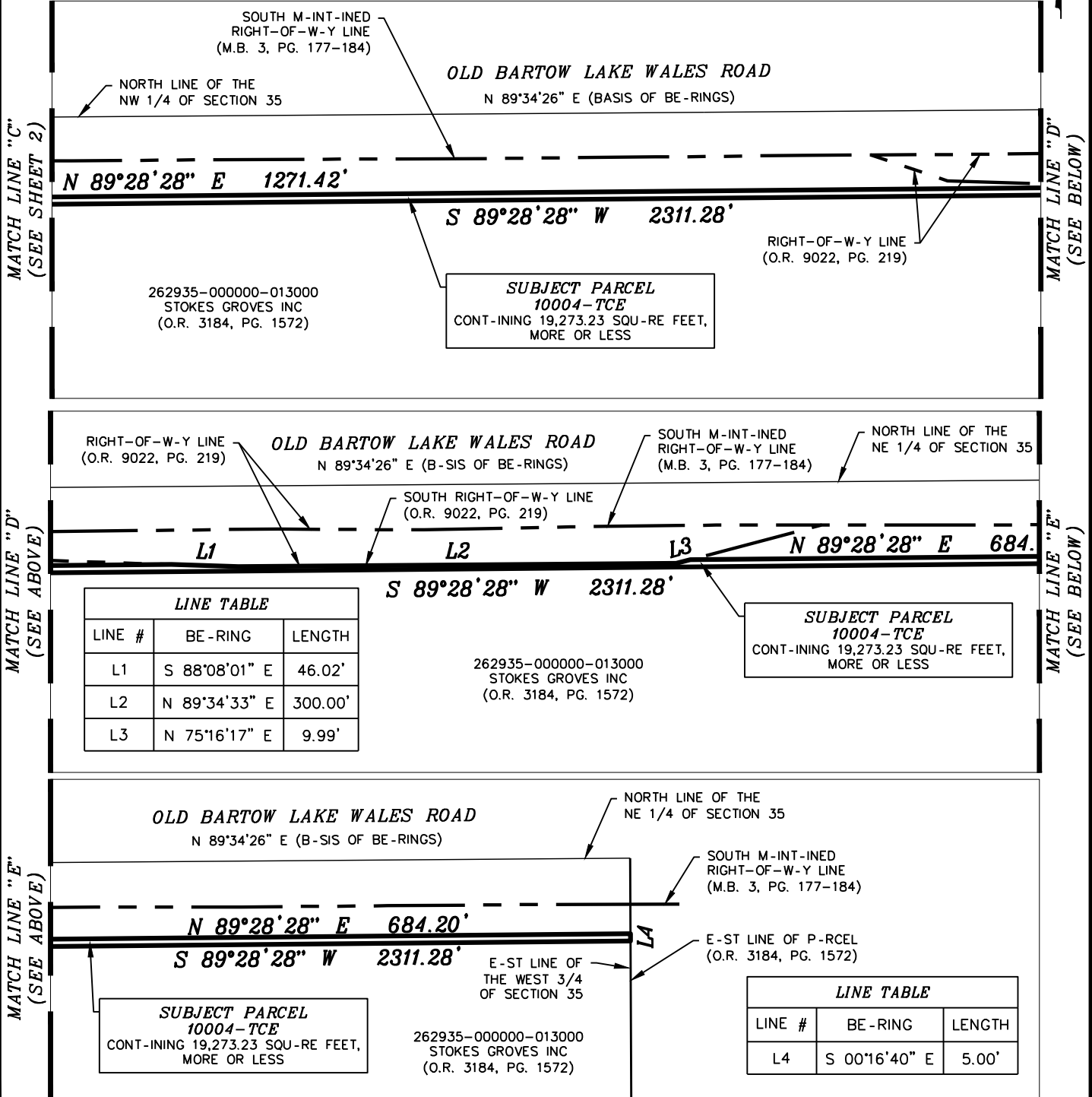
DESCRIPTION SKETCH

10004-TCE

NOTES:

SCALE 1" = 100'

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northwest 1/4 of Section 35, Township 29 South, Range 26 East, Polk County, Florida, being North 89°34'26" East.
- 3) See sheet 1 of 3 for description, certification, and Surveyor's signature and seal.



LINE TABLE

LINE #	BE-RING	LENGTH
L1	S 88°08'01" E	46.02'
L2	N 89°34'33" E	300.00'
L3	N 75°16'17" E	9.99'

LINE TABLE

LINE #	BE-RING	LENGTH
L4	S 00°16'40" E	5.00'

SHEET 3 OF 3

CS PROJECT: 8825.03

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

10004-TCE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 11/17/2023

SHEET NO. V-03

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESM\T.S.dwg 10004-TCE (3) Nov 18, 2023 11:49am 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.

Agenda Item H.4.

1/24/2024

SUBJECT

Adopt Resolution 2024-02 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #10B) 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 2024-02 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 2024-02 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #10B) 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 2024-02

**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 (10005-PE), (10005-TCE), (10007-PE), (10007-TCE), (10012-PE), (10012-TCE), (10017-PE), (10017-TCE), (10018-PE) and (10018-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 24th day of January, 2024

Southeast Wellfield Project Board of the Polk Regional Water Cooperative:

Chair

Secretary/Treasurer

Approved as to Form:

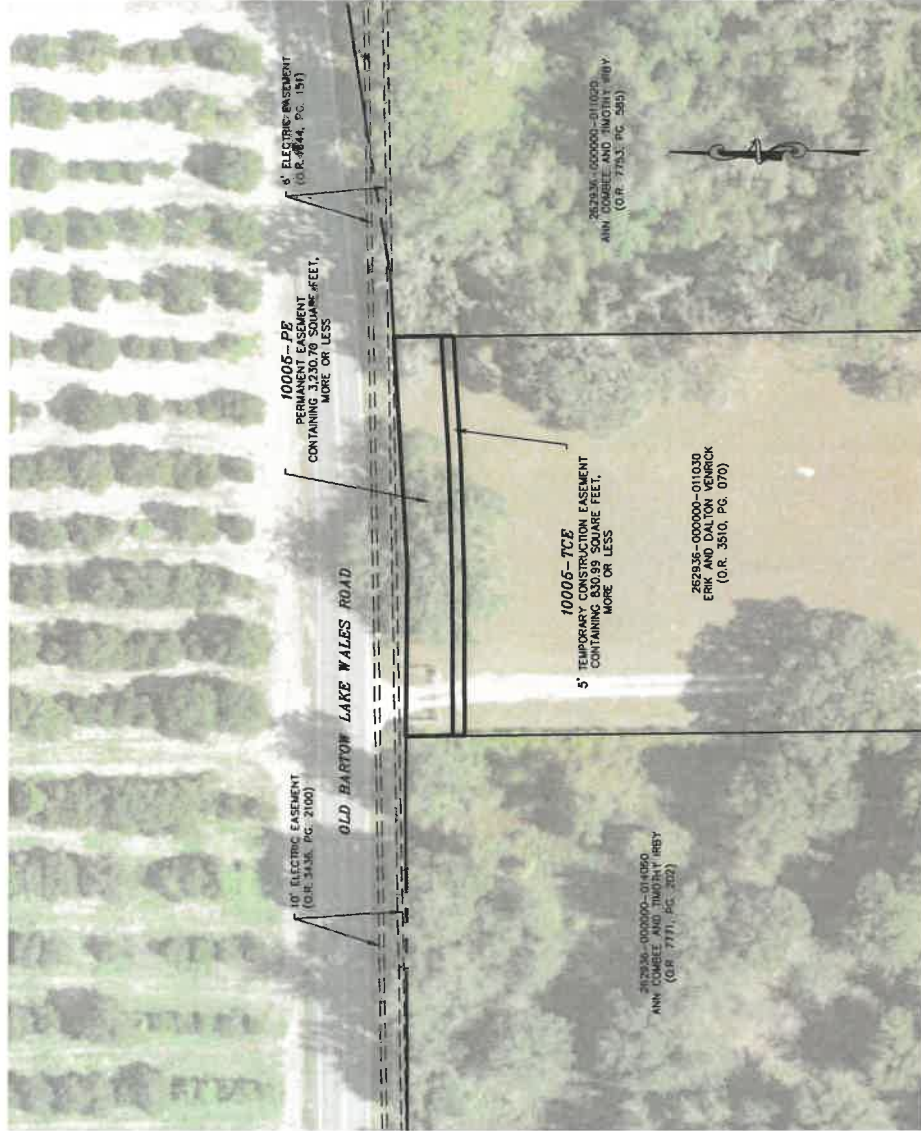
Edward P. de la Parte
Legal Counsel

EXHIBIT A

Nonexclusive Permanent Easement Legal Descriptions

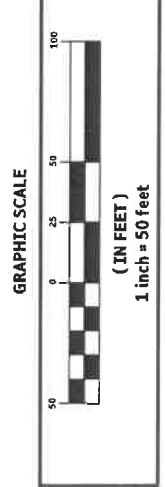
[See Attached 10 Pages]

EXHIBIT



CS PROJECT NUMBER:	8925.03
PARCEL NUMBER:	10005
SHEET NUMBER:	V-01

FIELD BY:	
DATE:	09/29/2023
FIELD BOOK & PAGE:	N/A



PRWC
ERIK AND DALTON VERRICK EXHIBIT



CHASTAIN SKILLMAN
205 EAST ORANGE STREET
LAVELAND, FL 32801-4611
(850) 646-1602
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C-3-242-001

DATE	
SCALE	
PROJECT	
DRAWN BY	
CHECKED BY	
DATE	

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

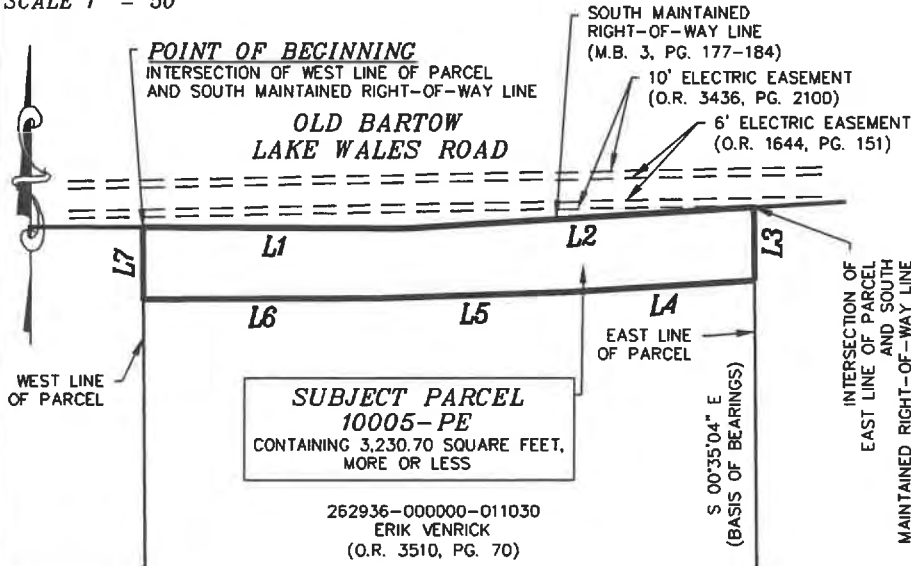
DESCRIPTION AND SKETCH

10005-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 12554, Page 312, Public Records of Polk County, Florida, being South 00°35'04" East

SCALE 1" = 50'



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 89°43'43" E	71.61'
L2	N 86°33'24" E	94.60'
L3	S 00°35'04" E	19.88'
L4	S 86°28'17" W	50.41'
L5	S 88°10'38" W	51.00'
L6	S 89°45'34" W	64.77'
L7	N 00°32'05" W	19.53'

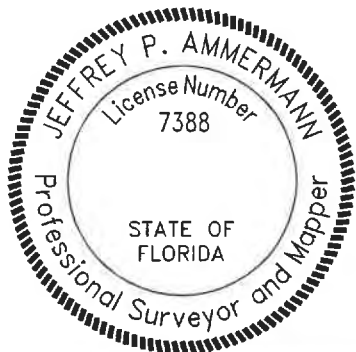
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 3510, Page 70, located in Section 36, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

BEGIN at the intersection of the West line of said parcel and the South maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, thence South 89°43'43" East, along said maintained right-of-way line, 71.61 feet; thence North 86°33'24" East, along said maintained right-of-way line, 94.60 feet to the intersection of the East line of said parcel and said South maintained right-of-way line of Old Bartow Lake Wales Road; thence South 00°35'04" East, along the East line of said parcel, 19.88 feet; thence South 86°28'17" West, 50.41 feet; thence South 88°10'38" West, 51.00 feet; thence South 89°45'34" West, 64.77 feet to the West line of said parcel; thence North 00°32'05" West, along said West line, 19.53 feet to the POINT OF BEGINNING. Said parcel containing 3,230.70 square feet, more or less.

CERTIFICATION:

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



Jeffrey P Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2023.09.23
13:14:12 -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 ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 1

CS PROJECT: 8825.03

10005-PE

SHEET NO. V-01

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

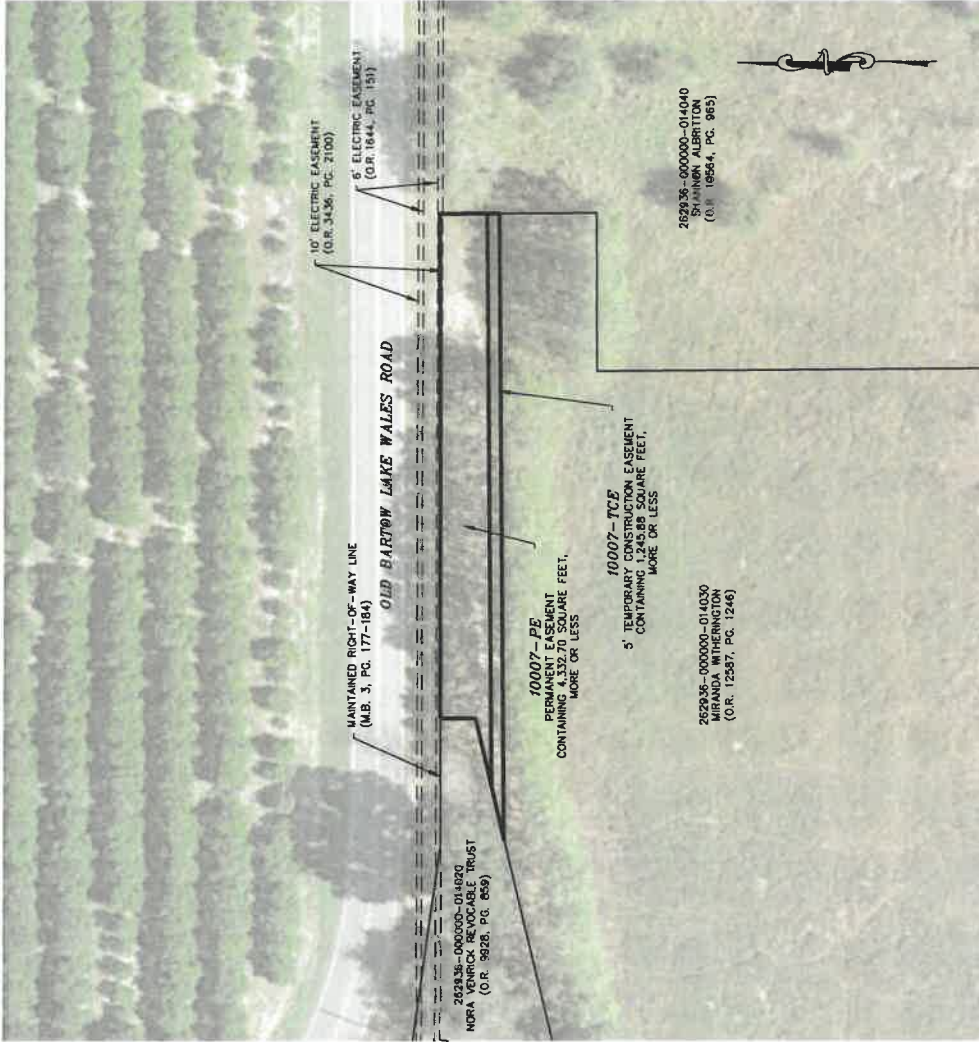
DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 09/23/2023

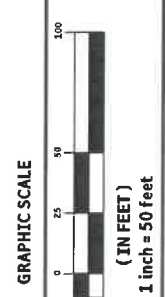
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EXHIBIT



CS PROJECT NUMBER:	8825.03
PARCEL NUMBER:	10007
SHEET NUMBER:	V-01

FIELD BY:	
DATE:	11/10/2023
FIELD BOOK & PAGE:	000 000



PRWC
MIRANDA WITHERINGTON EXHIBIT



CHASTAIN SKILLMAN
205 EAST CHANCE STREET
LAKELAND, FL 33853-4611
(888) 566-1422
© 2023 ENGINEERS & ARCHITECTS, P.A.

NO.	DATE	DESCRIPTION

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

DESCRIPTION AND SKETCH

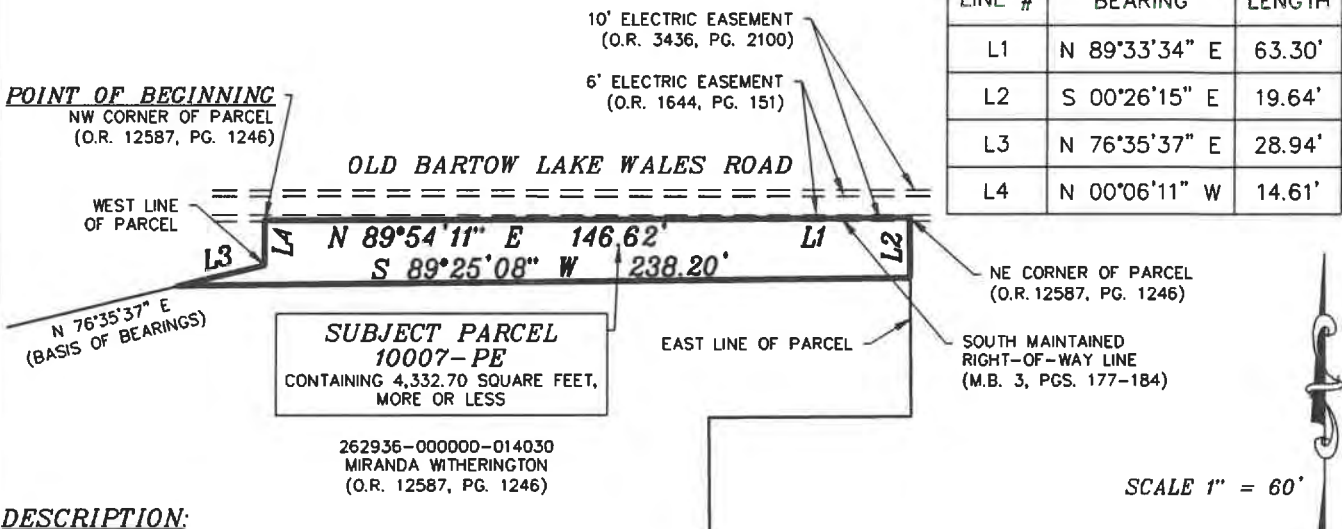
10007-PE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the West line of the parcel described in official Records Book 12587, Page 1246, Public Records of Polk County, Florida, being North 76°35'37" East

LINE TABLE

LINE #	BEARING	LENGTH
L1	N 89°33'34" E	63.30'
L2	S 00°26'15" E	19.64'
L3	N 76°35'37" E	28.94'
L4	N 00°06'11" W	14.61'



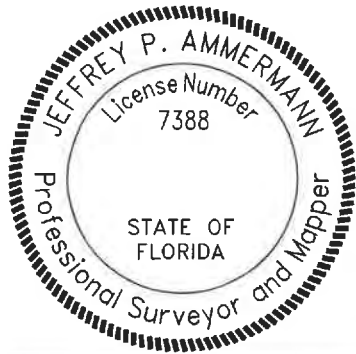
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 12587, Page 1246, located in Section 36, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of said parcel also being the South maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, thence North 89°54'11" East, along said maintained right-of-way line, 146.62 feet; thence North 89°33'34" East, along said maintained right-of-way line, 63.30 feet to the Northeast corner of said parcel; thence South 00°26'15" East, along the East line of said parcel, 19.64 feet; thence South 89°25'08" West, 238.20 feet to the West line of said parcel; thence North 76°35'37" East, along said West line, 28.94 feet; thence North 00°06'11" West, along said West line, 14.61 feet to the POINT OF BEGINNING. Said parcel containing 4,332.70 square feet, more or less.

CERTIFICATION:

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



Jeffrey P Ammermann

Digitally signed by Jeffrey P Ammermann
Date: 2023.11.10 15:22:10 -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

10007-PE

SHEET NO. V-01

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

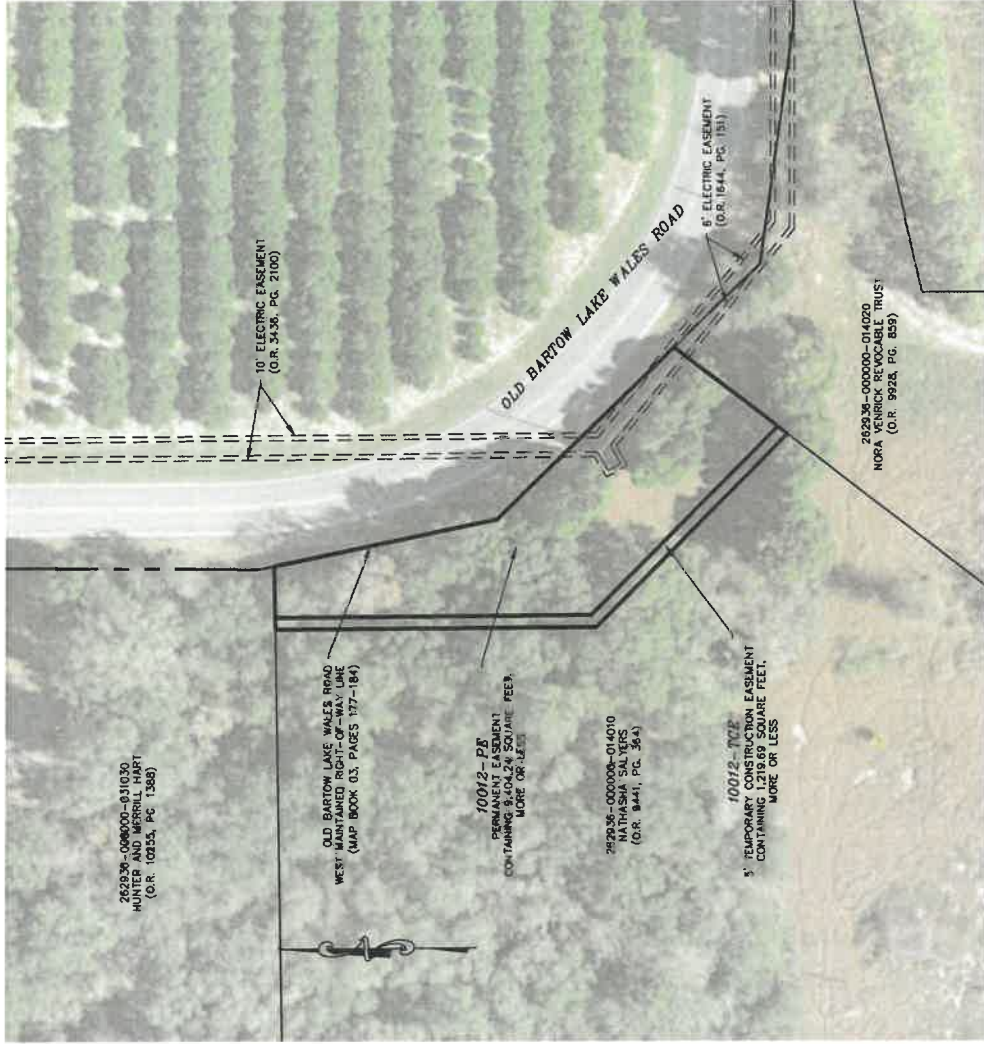
DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

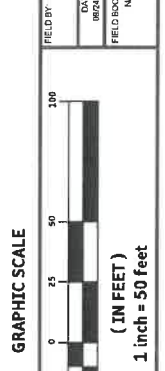
DATE: 11/10/2023

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EXHIBIT



CS PROJECT NUMBER:	8825.03
PARCEL NUMBER:	10012
SHEET NUMBER:	V-01



PRWC
NATHASHA SALYERS EXHIBIT



C/MS/MSKILLMAN
200 EAST ORANGE STREET
LAKE JAC, FL 33801-4611
(888) 646-1022
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DATE	
MAKER	
DESCRIPTION	

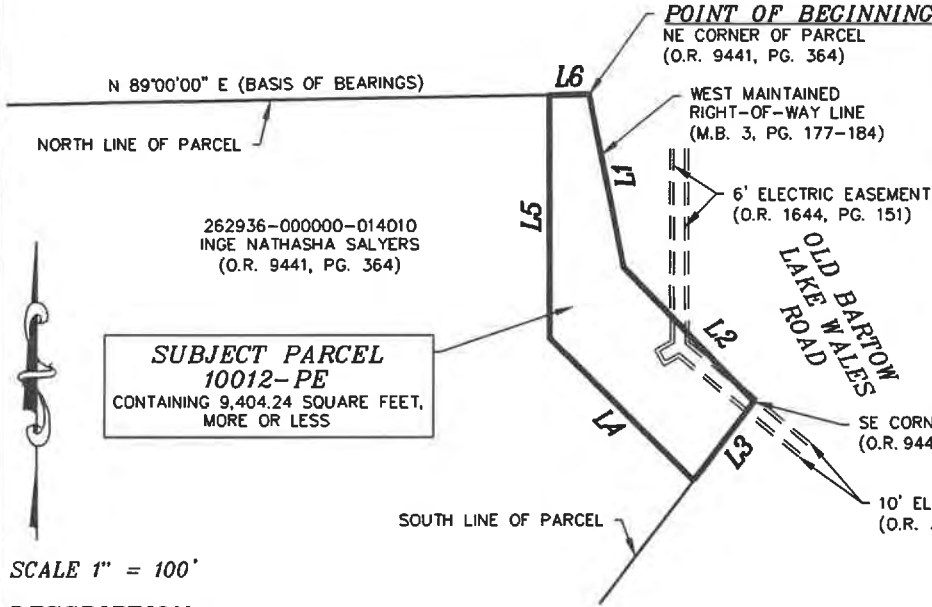
LEGEND:

- 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
10012-PE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the parcel described in official Records Book 9441, Page 364, Public Records of Polk County, Florida, being North 89°00'00" East



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 11°38'44" E	95.21'
L2	S 44°26'56" E	102.15'
L3	S 37°24'16" W	53.89'
L4	N 45°31'28" W	110.09'
L5	N 00°21'59" W	131.48'
L6	N 89°00'00" E	21.38'

262936-000000-014010
INGE NATHASHA SALYERS
(O.R. 9441, PG. 364)

SUBJECT PARCEL
10012-PE
CONTAINING 9,404.24 SQUARE FEET,
MORE OR LESS

SCALE 1" = 100'

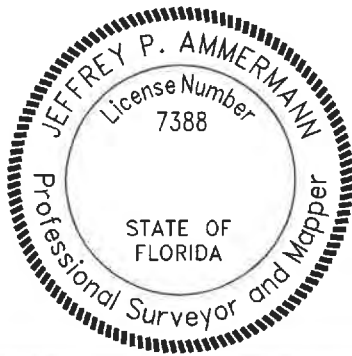
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 9441, Page 3648, located in Section 36, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of said parcel also being the West maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, thence South 11°38'44" East, along said maintained right-of-way line, 95.21 feet; thence South 44°26'56" East, along said maintained right-of-way line, 102.15 feet to the Southeast corner of said parcel; thence South 37°24'16" West, along the South line of said parcel, 53.89 feet; thence North 45°31'28" West, 110.09 feet; thence North 00°21'59" West, 131.48 feet to the North line of said parcel; thence North 89°00'00" East, along said North line, 21.38 feet to the POINT OF BEGINNING. Said parcel containing 9,404.24 square feet, more or less.

CERTIFICATION:

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



**Jeffrey P
Ammermann**

Digitally signed by
Jeffrey P Ammermann
Date: 2023.09.24
12:02:15 -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
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SHEET 1 OF 1

CS PROJECT: 8825.03

10012-PE

SHEET NO. V-01

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

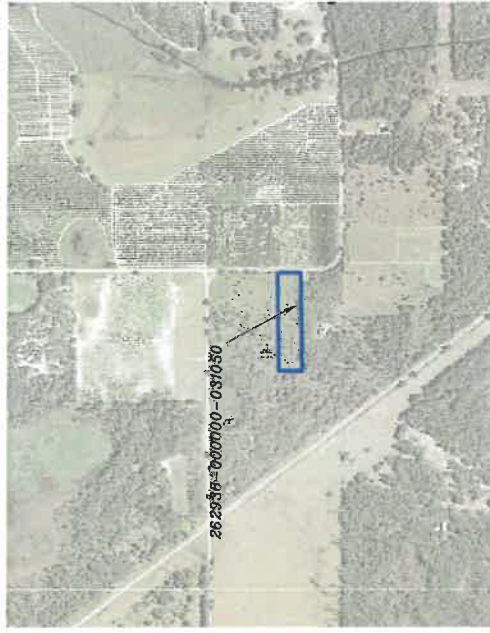
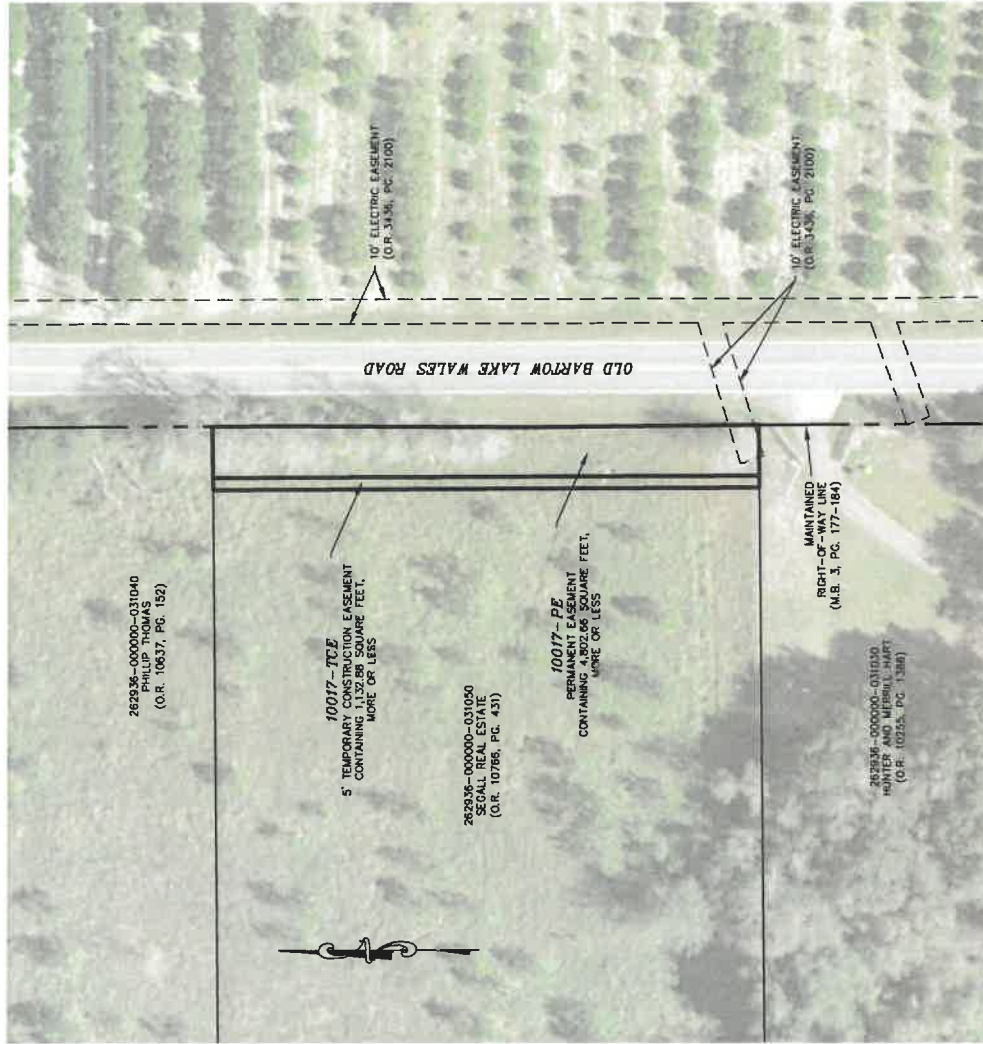
DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 09/24/2023

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EXHIBIT



CS PROJECT NUMBER: 8825-03	PARCEL NUMBER: 10017
FIELD BY:	DATE: 09/20/23
	FIELD BOOK & PAGE: NA
	SHEET NUMBER: V-01

GRAPHIC SCALE



(IN FEET)

1 inch = 50 feet

PRWC

SEGALL REAL ESTATE EXHIBIT



CHASTAIN SKILLMAN
200 EAST ORANGE STREET
LAKE ANDERSON, SC 29560-4811
(853) 848-4702

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DATE	DESCRIPTION

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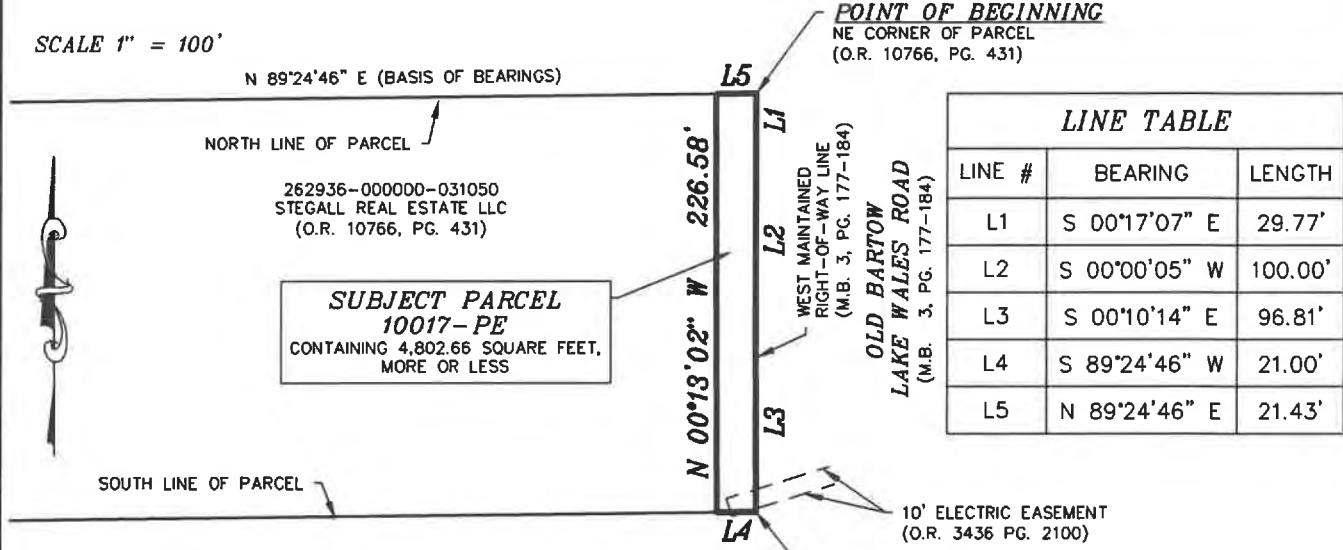
DESCRIPTION AND SKETCH

10017-PE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the parcel described in official Records Book 12519, Page 2118, Public Records of Polk County, Florida, being North 89°24'46" East

SCALE 1" = 100'



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°17'07" E	29.77'
L2	S 00°00'05" W	100.00'
L3	S 00°10'14" E	96.81'
L4	S 89°24'46" W	21.00'
L5	N 89°24'46" E	21.43'

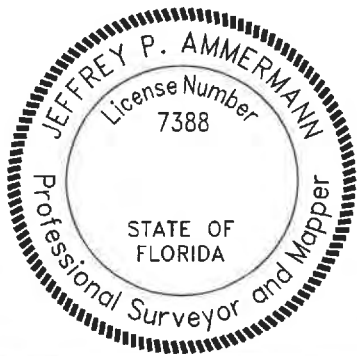
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 10766, Page 431, located in Section 36, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of said parcel also being the West maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, thence South 00°17'07" East, along said maintained right-of-way line, 29.77 feet; thence South 00°00'05" West, along said maintained right-of-way line, 100.00 feet; thence South 00°10'14 East, along said maintained right-of-way line, 96.81 feet to the Southeast corner of said parcel; thence South 89°24'46" West, along the South line of said parcel, 21.00 feet; thence North 00°13'02" West, 226.58 feet to the North line of said parcel; thence North 89°24'46" East, along said North line, 21.43 feet to the POINT OF BEGINNING. Said parcel containing 4,802.66 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: 2023.09.23 12:39:42 -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

10017-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: 09/23/2023

P:\882503\CAD\Survey\KEY SHEET 2 V-01-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESMITS.dwg 10017-PE Sep 23, 2023 12:39pm by: jammermann

LEGEND:

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

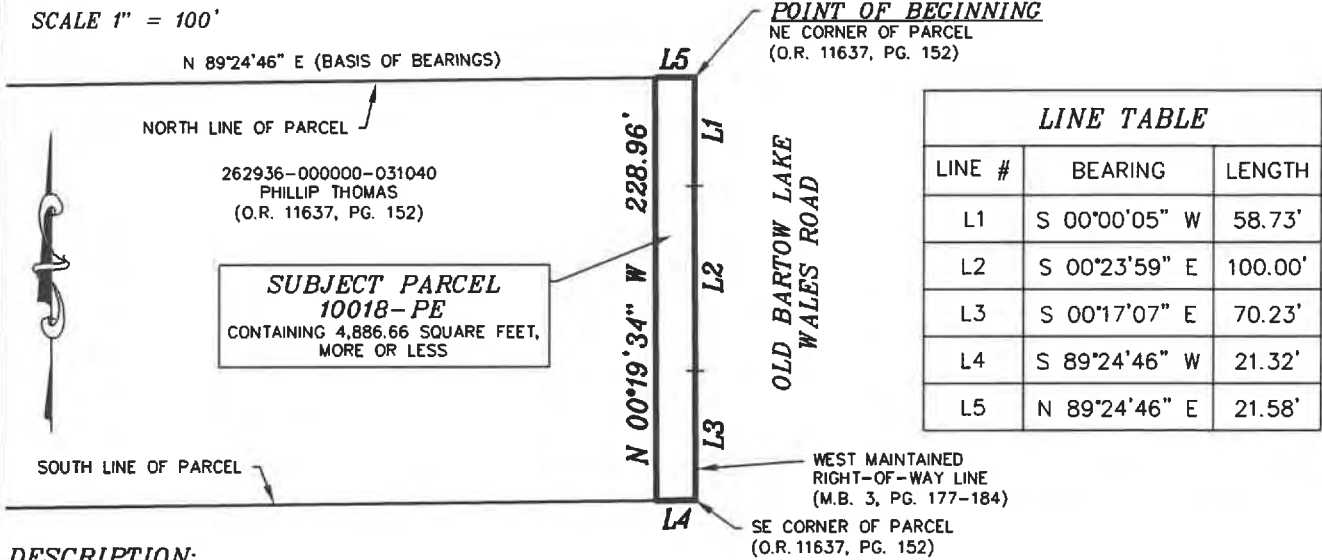
DESCRIPTION AND SKETCH

10018-PE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the parcel described in official Records Book 10637, Page 152, Public Records of Polk County, Florida, being North 89°24'46" East

SCALE 1" = 100'



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°00'05" W	58.73'
L2	S 00°23'59" E	100.00'
L3	S 00°17'07" E	70.23'
L4	S 89°24'46" W	21.32'
L5	N 89°24'46" E	21.58'

DESCRIPTION:

A parcel of land being a portion of the parcel described in Official Records Book 11637, Page 152, located in Section 36, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of said parcel also being the West maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, thence South 00°00'05" West, along said maintained right-of-way line, 58.73 feet; thence South 00°23'59" East, along said maintained right-of-way line, 100.00 feet; thence South 00°17'07" East, along said maintained right-of-way line, 70.23 feet to the Southeast corner of said parcel; thence South 89°24'46" West, along the south line of said parcel, 21.32 feet; thence North 00°19'34" West, 228.96 feet to the North line of said parcel; thence North 89°24'46" East, along said North line, 21.58 feet to the POINT OF BEGINNING. Said parcel containing 4,886.66 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: 2023.09.23

11:10:05 -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

10018-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: 09/23/2023

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESMITS.dwg 10018-PE Sep 23, 2023 11:09am 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 exclusive and perpetual right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.
2. In the event that the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact Grantor's improvements, PRWC shall, to the extent practicable, relocate or replace with the same, like, or better quality and at their original locations or as near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, well, septic tanks and septic drain fields, that PRWC damaged or cause to be removed, relocated or replaced from the Easement before or during initial construction and installation of the water transmission line or lines and related fixtures and/or appurtenances. Furthermore subject to PRWC's acquired easement rights, PRWC will restore the surface of all disturbed areas within the Easement to its original contour and condition, as near as is reasonably practicable.
3. This Grant of Easement shall not be construed as a grant of right of way and is limited to a PRWC Easement. The GRANTOR shall have the right to use the area subject to the Easement granted hereby, including without limitation for improved parking areas, improved driveways, and landscaping, which are not inconsistent with the use of the Easement by PRWC for the purposes granted hereby. Inconsistent improvements to the use of the Easement by the GRANTOR for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific written approval of PRWC, the limited use of trees, walls, and mounded landscaping may be utilized within the Easement by GRANTOR.
4. GRANTOR shall not have the right to grant other easements to other parties without the prior written consent of the PRWC. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be

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

EXHIBIT C

Nonexclusive Temporary Construction Easement Legal Descriptions

[See Attached 10 Pages]

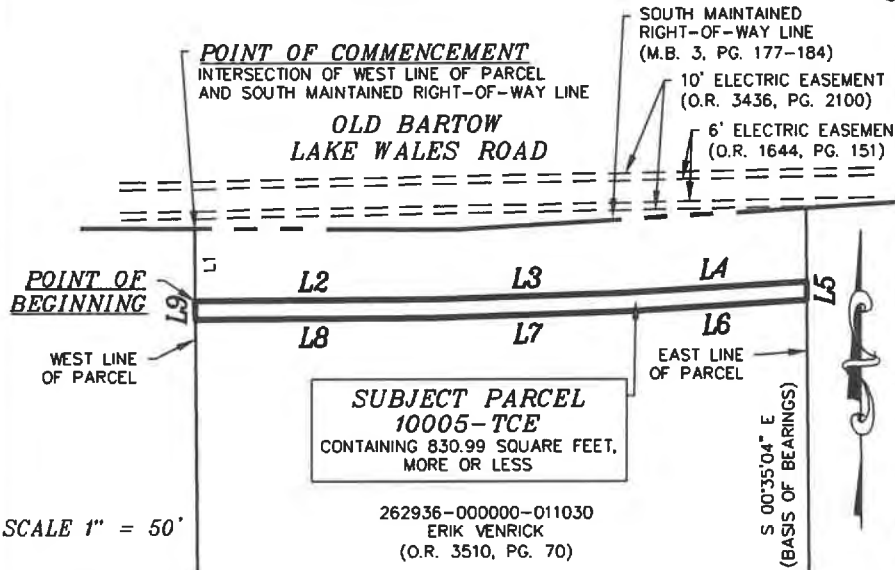
LEGEND:

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

DESCRIPTION AND SKETCH
10005-TCE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the parcel described in Official Records Book 12554, Page 312, Public Records of Polk County, Florida, being South 00°35'04" East



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°32'05" E	19.53'
L2	N 89°45'34" E	64.77'
L3	N 88°10'38" E	51.00'
L4	N 86°28'17" E	50.41'
L5	S 00°35'04" E	5.01'
L6	S 86°28'17" W	50.22'
L7	S 88°10'38" W	51.15'
L8	S 89°45'34" W	64.84'
L9	N 00°14'26" W	5.00'

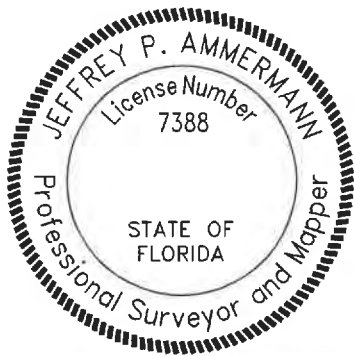
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 3510, Page 70, located in Section 36, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the West line of said parcel and the South maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, thence South 00°32'05" East, along said West line of parcel, 19.53 feet to the POINT OF BEGINNING; thence North 89°45'34" East, 64.77 feet; thence North 88°10'38" East, 51.00 feet; thence North 86°28'17" East, 50.41 feet to the East line of said parcel; thence South 00°35'04" East, along said East line, 5.01 feet; thence South 86°28'17" West, 50.22 feet; thence South 88°10'38" West, 51.15 feet; thence South 89°45'34" West, 64.84 feet to said West line of parcel; thence North 00°14'26" West, along said West line, 5.00 feet to the POINT OF BEGINNING. Said parcel containing 830.99 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: 2023.09.23
13:10:04 -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

10005-TCE

SHEET NO. V-01

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

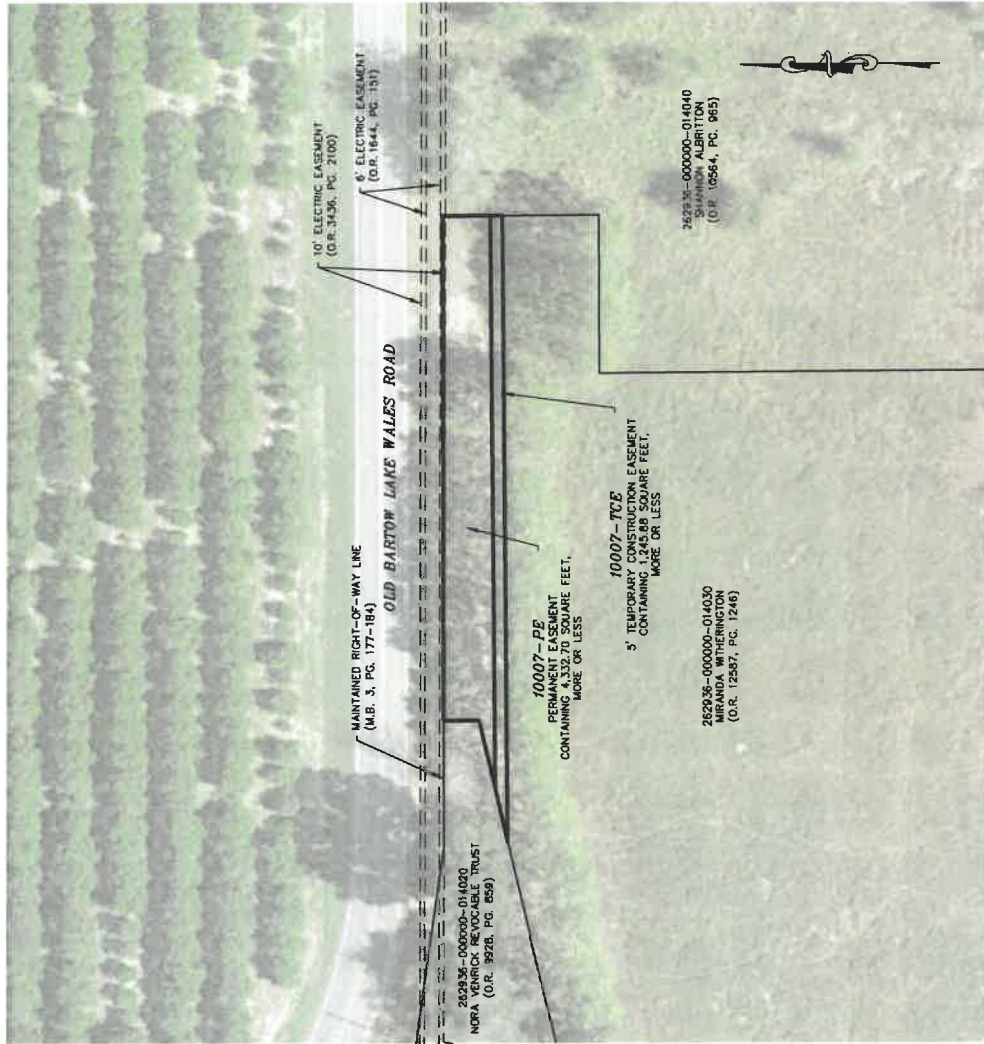
DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

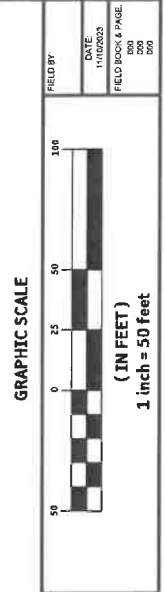
DATE: 09/23/2023

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EXHIBIT



CS PROJECT NUMBER: 8825.03	PARCEL NUMBER: 10007
FIELD BY:	SHEET NUMBER: V-01
DATE: 1-11-2023	FIELD BOOK & PAGE: 200 200



PRWC
MIRANDA WITHERINGTON EXHIBIT



CHASTAIN SKILLMAN
226 EAST ORANGE STREET
LAKE ARD, FL 33864-8111
(888) 666-4422
© 2023 CHASTAIN SKILLMAN C.A. No. 201

NUMBER	DATE	DESCRIPTION

LEGEND:

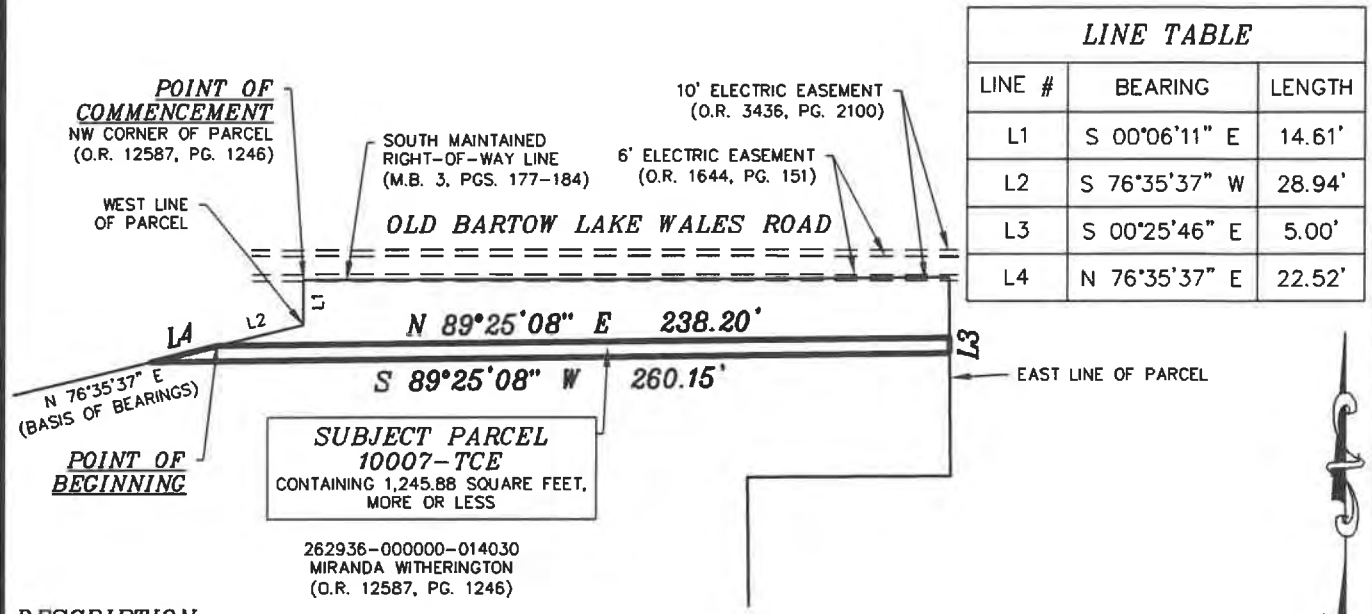
- P.B. = PLAT BOOK
- PGS. = PAGES
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION AND SKETCH

10007-TCE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the West line of the parcel described in official Records Book 12587, Page 1246, Public Records of Polk County, Florida, being North 76°35'37" East



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°06'11" E	14.61'
L2	S 76°35'37" W	28.94'
L3	S 00°25'46" E	5.00'
L4	N 76°35'37" E	22.52'

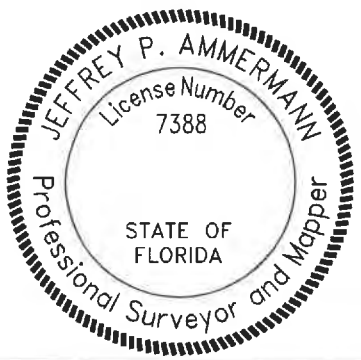
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 12587, Page 1246, located in Section 36, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said parcel also being the South maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, thence South 00°06'11" East, along the West line of said parcel, 14.61 feet; thence South 76°35'37" West, along said West line, 28.94 feet to the POINT OF BEGINNING; thence North 89°25'08" East, 238.20 feet to the East line of said parcel; thence South 00°25'46" East, along said East line, 5.00 feet; thence South 89°25'08" West, 260.15 feet to said West line of said parcel; thence North 76°35'37" East, along said West line, 22.52 feet to the POINT OF BEGINNING. Said parcel containing 1,245.88 square feet, more or less.

CERTIFICATION:

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



Jeffrey P Ammermann

Digitally signed by Jeffrey P Ammermann
Date: 2023.11.10 15:32:27 -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

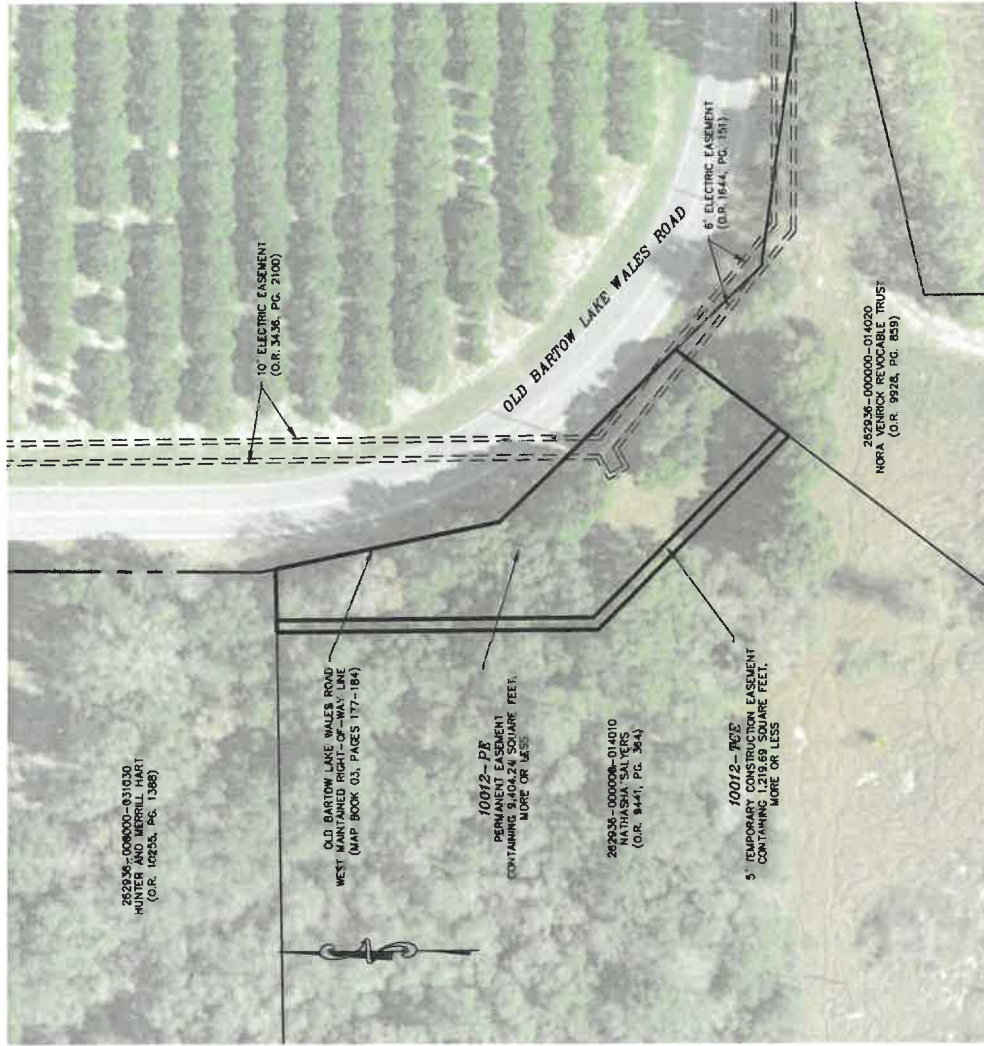
CS PROJECT: 8825.03
10007-TCE
SHEET NO. V-01

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: 11/10/2023

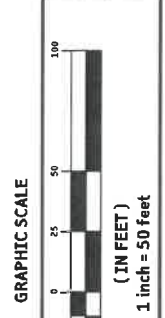
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EXHIBIT



CS PROJECT NUMBER:	8825.03
PARCEL NUMBER:	10012
SHEET NUMBER:	V-01

FIELD BY:	
DATE:	09/24/2023
FIELD BOOK & PAGE:	N/A



PRWC
NATHASHA SALTERS EXHIBIT



CHASTAIN SKILLMAN
200 EAST ORANGE STREET
LAKELAND, FL 33850-4811
(813) 846-1402
© 2023 CHASTAIN SKILLMAN C.A. No. 118

NUMBER	DATE	DESCRIPTION

LEGEND:

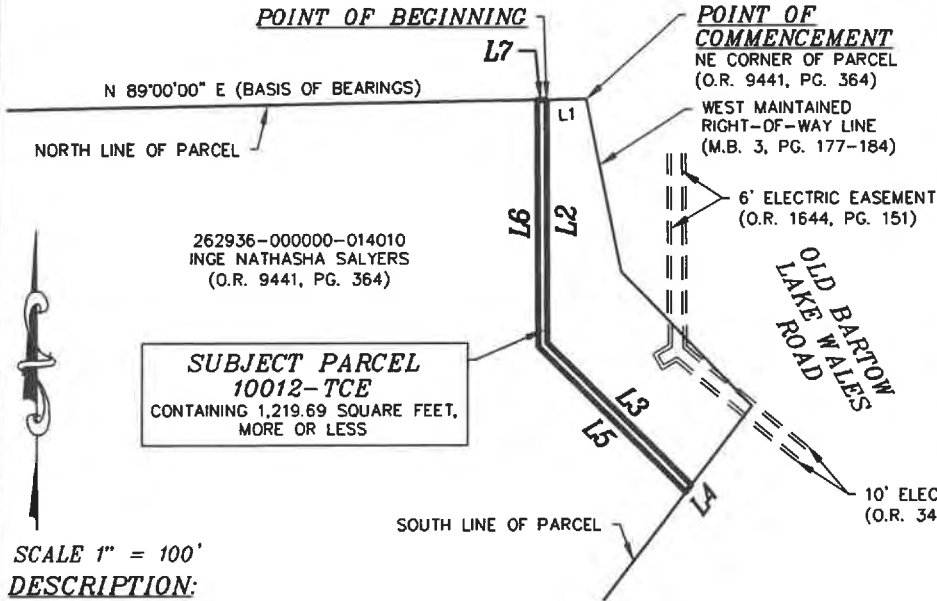
- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION AND SKETCH

10012-TCE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the parcel described in official Records Book 9441, Page 364, Public Records of Polk County, Florida, being North 89°00'00" East



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 89°00'00" W	21.38'
L2	S 00°21'59" E	131.48'
L3	S 45°31'28" E	110.09'
L4	S 37°24'16" W	5.04'
L5	N 45°31'28" W	112.79'
L6	N 00°21'59" W	133.51'
L7	N 89°00'00" E	5.00'

SCALE 1" = 100'

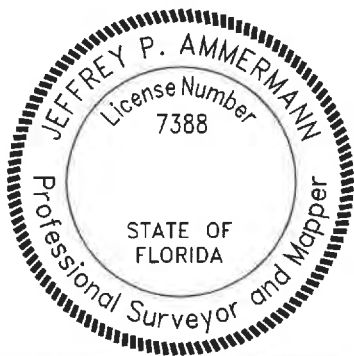
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 9441, Page 3648, locate in Section 36, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said parcel also being the West maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, thence South 89°00'00" West, along the North line of said parcel, 21.38 feet to the POINT OF BEGINNING; thence South 00°21'59" East, 131.48 feet; thence South 45°31'28" East, 110.09 feet to the South line of said parcel; thence South 37°24'16" West, along said South line, 5.04 feet; thence North 45°31'28" West, 112.79 feet; thence North 00°21'59" West, 133.51 feet to said North line of parcel; thence North 89°00'00" East, along said North line, 5.00 feet to the POINT OF BEGINNING. Said parcel containing 1,219.69 square feet, more or less.

CERTIFICATION:

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



Jeffrey P Ammermann

Digitally signed by Jeffrey P Ammermann
Date: 2023.09.24 12:06:48 -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

CS PROJECT: 8825.03

10012-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: 09/24/2023

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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

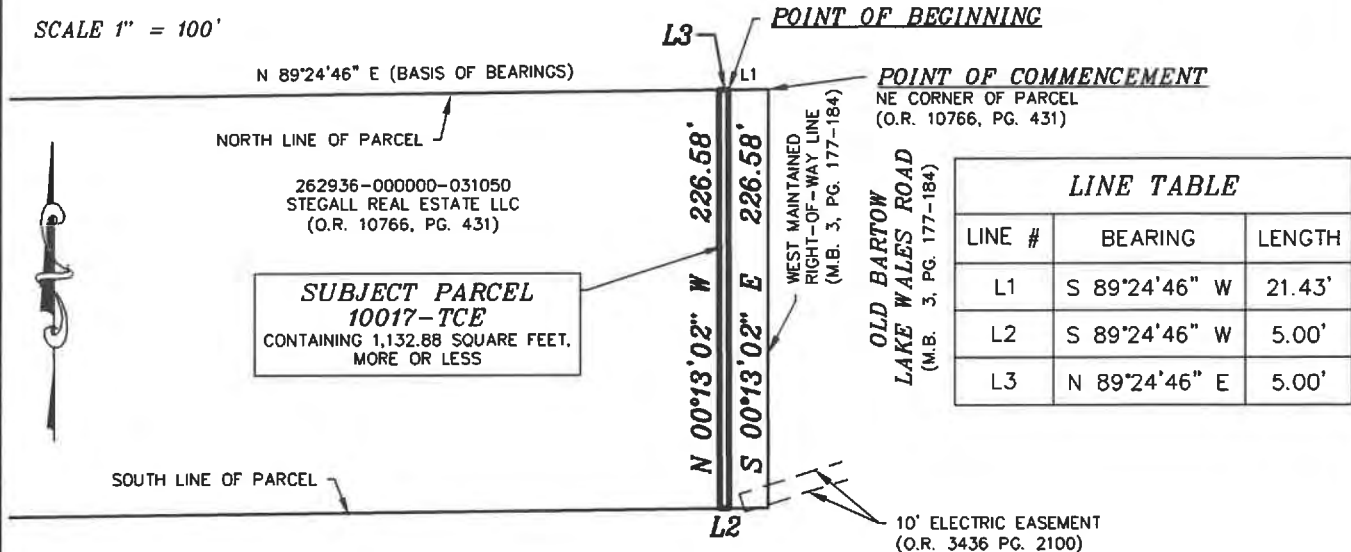
DESCRIPTION AND SKETCH

10017-TCE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the parcel described in official Records Book 12519, Page 2118, Public Records of Polk County, Florida, being North 89°24'46" East

SCALE 1" = 100'



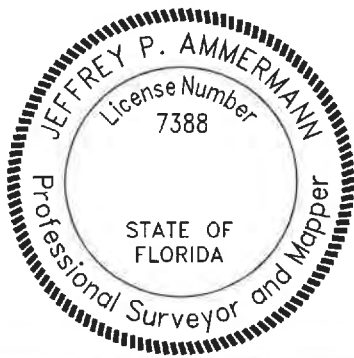
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 10766, Page 431, located in Section 36, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said parcel also being the West maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, thence South 89°24'46" West, along the North line of said parcel, 21.43 feet to the POINT OF BEGINNING; thence South 00°13'02" East, 226.58 feet to the South line of said parcel, thence South 89°24'46" West, along said South line, 5.00 feet; thence North 00°13'02" West, 226.58 feet to said North line of parcel; thence North 89°24'46" East, along said North line, 5.00 feet to the POINT OF BEGINNING. Said parcel containing 1,132.88 square feet, more or less.

CERTIFICATION:

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



Jeffrey P Ammermann

Digitally signed by
 Jeffrey P Ammermann
 Date: 2023.09.23
 12:46:42 -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

10017-TCE

SHEET NO. V-01

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

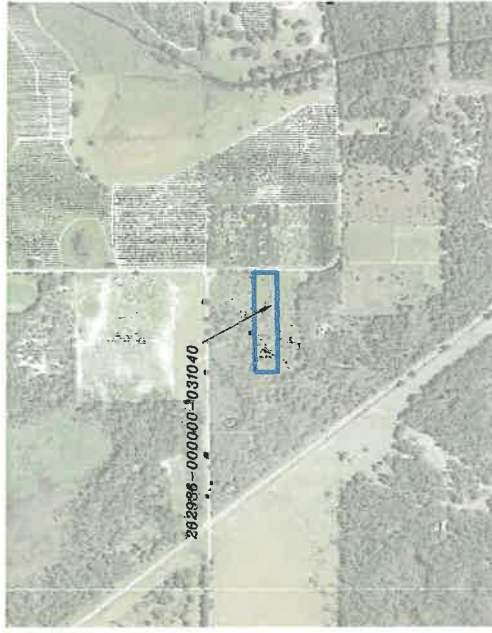
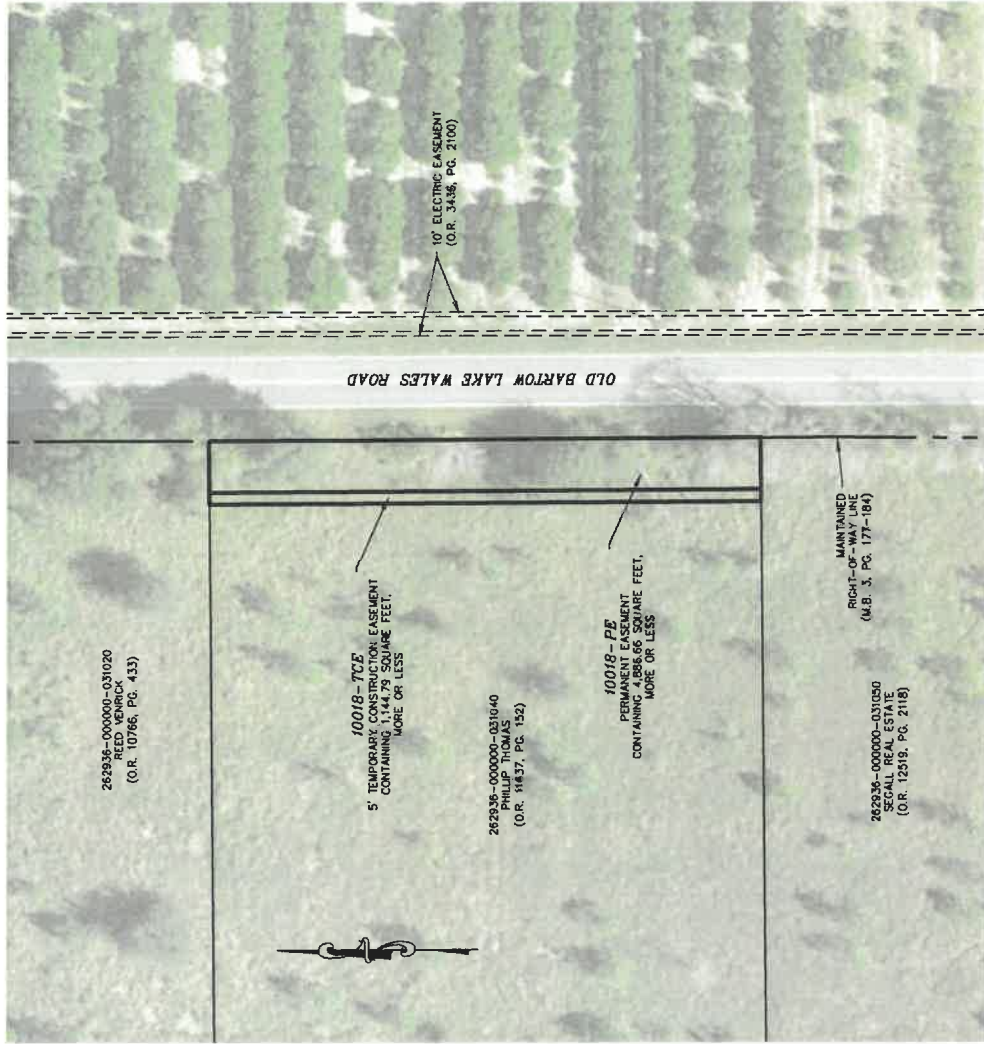
DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 09/23/2023

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EXHIBIT



CS PROJECT NUMBER: 8925.03	PARCEL NUMBER: 10018
FIELD BY: DATE OF SURVEY: 10/22/2023	SHEET NUMBER: V-01
FIELD BOOK & PAGE: NA	

GRAPHIC SCALE



(IN FEET)

1 inch = 50 feet

PRWC

PHILLIP THOMAS EXHIBIT



CHASTAIN-SKILLMAN
200 EAST ORANGE STREET
LAKELAND, FL 33850-4811
(881) 666-1402

CS-16-36

© 2023 CHASTAIN-SKILLMAN

MAKER	
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

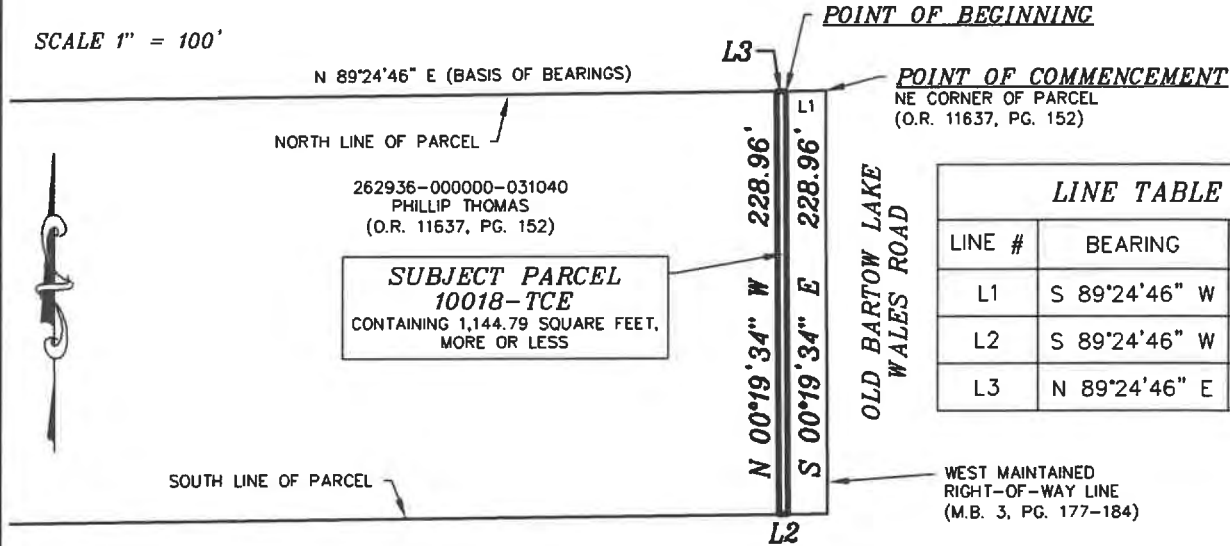
DESCRIPTION AND SKETCH

10018-TCE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the parcel described in official Records Book 10637, Page 152, Public Records of Polk County, Florida, being North 89°24'46" East

SCALE 1" = 100'



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 89°24'46" W	21.58'
L2	S 89°24'46" W	5.00'
L3	N 89°24'46" E	5.00'

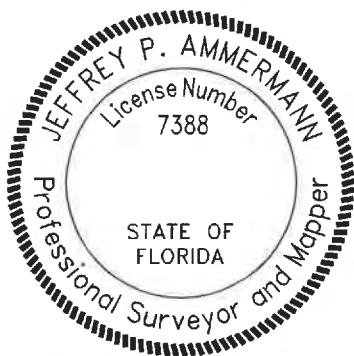
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 11637, Page 152, located in Section 36, Township 29 South, Range 26 East, Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said parcel also being the West maintained right-of-way line of Old Bartow Lake Wales Road as depicted in Map Book 3, Pages 177 through 184, Public Records of Polk County, Florida, thence South 89°24'46" West, along the North line of said parcel, 21.58 feet to the POINT OF BEGINNING; thence South 00°19'34" East, 228.96 feet to the South line of said parcel, thence South 89°24'46" West, along said South line, 5.00 feet; thence North 00°19'34" West, 228.96 feet to the North line of said parcel; thence North 89°24'46" East, along said North line, 5.00 feet to the POINT OF BEGINNING. Said parcel containing 1,144.79 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: 2023.09.23
11:13:11 -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 1

CS PROJECT: 8825.03

10018-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: 09/23/2023

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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.

Agenda Item H.5.

1/24/2024

SUBJECT

Adopt Resolution 2024-03 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #10C) 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 2024-03 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 2024-03 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #10C) 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 2024-03

**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 (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-C) 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 24th day of January, 2024

Southeast Wellfield Project Board of the Polk Regional Water Cooperative:

Chair

Secretary/Treasurer

Approved as to Form:

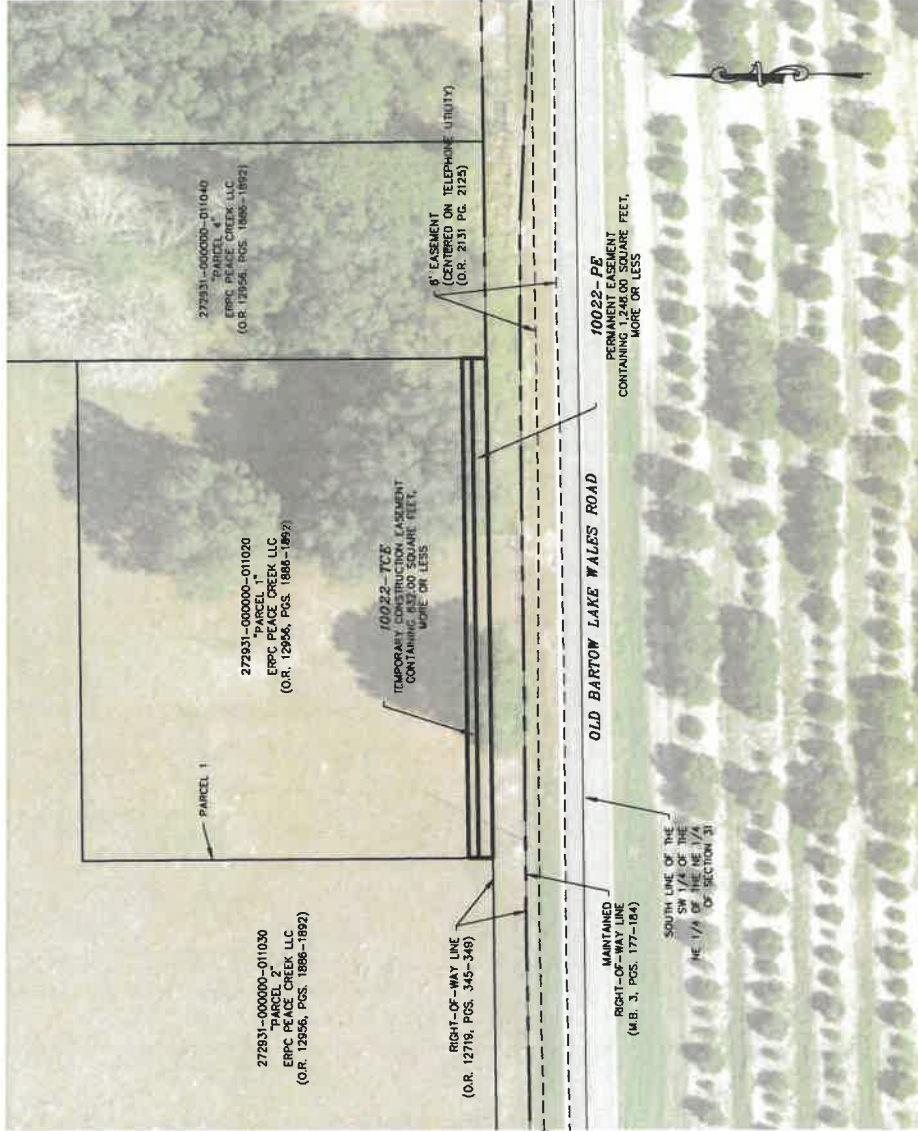
Edward P. de la Parte
Legal Counsel

EXHIBIT A

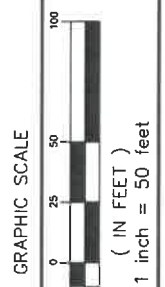
Nonexclusive Permanent Easement Legal Descriptions

[See Attached 18 Pages]

EXHIBIT



CS PROJECT NUMBER: 8825.03	FIELD BY: NA
PARCEL NUMBER: 10022	DATE: 01/12/2024
SHEET NUMBER: V-01	FIELD BOOK & PAGE: NA



CHASTAIN SKILLMAN
200 EAST ORANGE STREET
LAKE WALE, FL 33009-4611
(853) 646-1422
© 2024 CHASTAIN SKILLMAN CA 16 201

MAKER	DATE	DESCRIPTION

PRVC
ERPC PEACE CREEK LLC EXHIBIT

DESCRIPTION
10022-PE

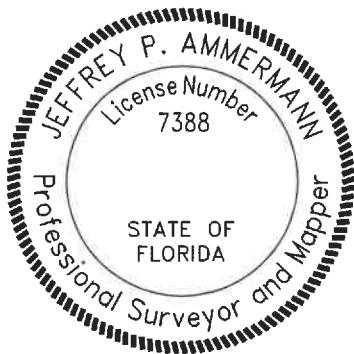
DESCRIPTION:

A parcel of land being a portion of "Parcel 1" as described in Official Records Book 12956, Pages 1886 through 1892, Public Records of Polk County, Florida, as located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 31; thence North 88°59'48" East, along the North line of said Northeast 1/4 of the Northwest 1/4, a distance of 31.00 feet to the East right-of-way line of McClean Road as described in Official Records Book 12719, Pages 345 through 349, Public Records of Polk County, Florida; thence South 00°27'53" East, along said East right-of-way line, 1191.10 feet; thence South 45°39'48" East, 49.33 feet to the North right-of-way line of Old Bartow Lake Wales Road as described in said Official Records Book 12719, Pages 345 through 349; thence North 89°08'17" East, along said North right-of-way line, 2965.44 feet to the intersection with the West line of said Parcel 1, also being the POINT OF BEGINNING; thence North 00°19'06" West, along said West line of Parcel 1, a distance of 6.00 feet to the intersection with a line being 6.00 feet North of and parallel to said North right-of-way line; thence North 89°08'17" East, along said parallel line, 208.00 feet to the East line of said Parcel 1; thence South 00°19'06" East, along said East line of said Parcel 1, 6.00 feet to said North right-of-way line; thence South 89°08'17" West, along said North right-of-way line, 208.00 feet to the POINT OF BEGINNING. Said parcel containing 1,248.00 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: 2024.01.08
14:43:22 -05'00'

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

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

CS PROJECT: 8825.03
10022-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:** 01/08/2024

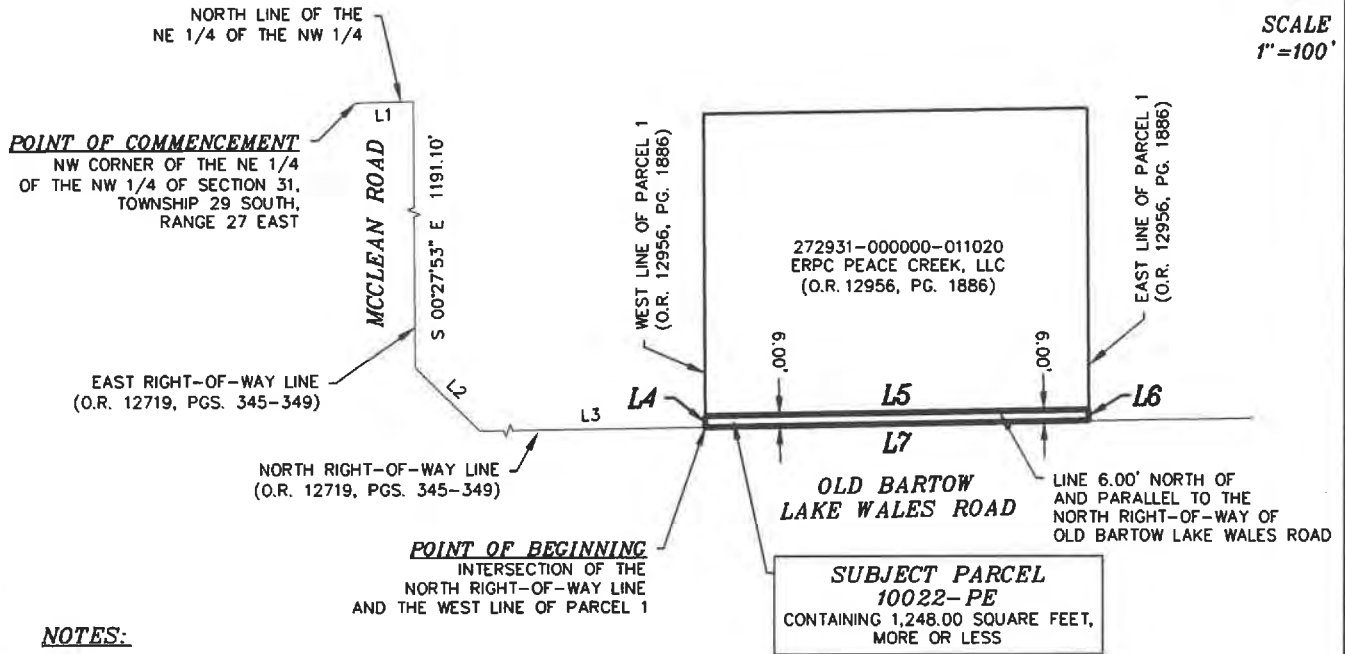
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DESCRIPTION SKETCH 10022-PE

LEGEND:

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

SCALE
1"=100'



NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East right of way line of McClean Road as described in Official Records Book 12719, Page 345-349, Public Records of Polk County, Florida, being South 00°27'53" East.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 88°59'48" E	31.00'
L2	S 45°39'48" E	49.33'
L3	N 89°08'17" E	2965.44'
L4	N 00°19'06" W	6.00'
L5	N 89°08'17" E	208.00'
L6	S 00°19'06" E	6.00'
L7	S 89°08'17" W	208.00'

SHEET 2 OF 2

CS PROJECT: 8825.03

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

10022-PE

SHEET NO. V-02

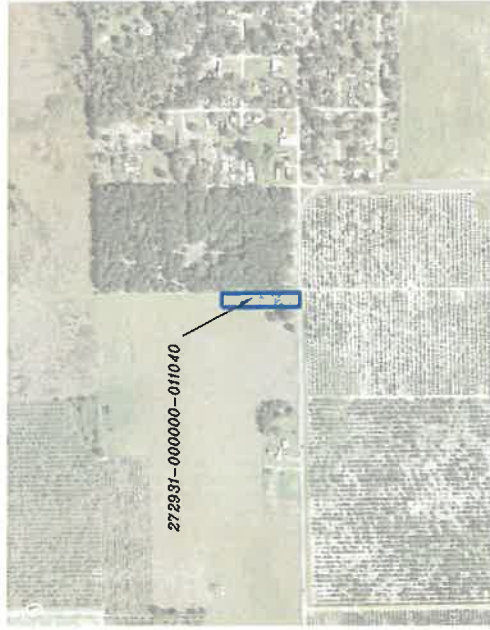
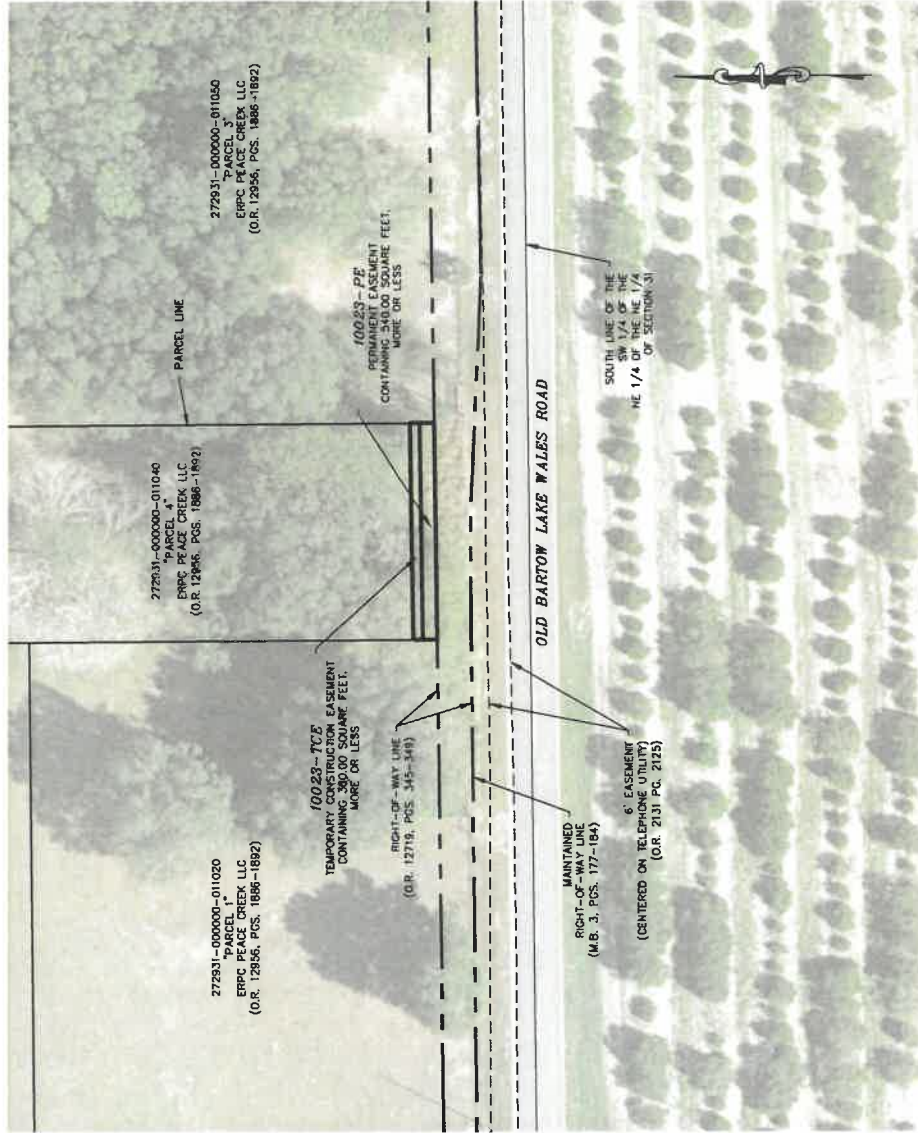
DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

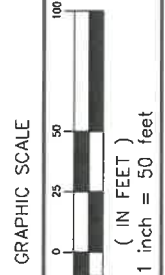
DATE: 01/08/2024

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EXHIBIT



CS PROJECT NUMBER: 8825.03	FIELD BY: NA
PARCEL NUMBER: 10023	DATE OF SURVEY: 01/17/2024
SHEET NUMBER: V-01	FIELD BOOK & PAGE: NA



CHASTAIN SKILLMAN
205 EAST ORANGE STREET
LAKE WALES, FL 34761
(888) 566-1422
© 2024 CHASTAIN SKILLMAN C-11-100-001

NO.	DATE	DESCRIPTION

PRWC
ERPC PEACE CREEK LLC EXHIBIT

DESCRIPTION
10023-PE

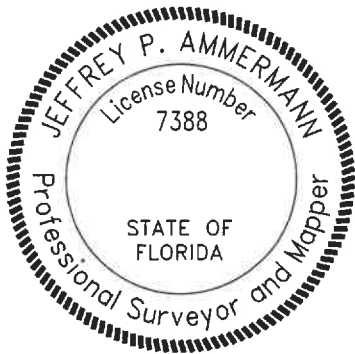
DESCRIPTION:

A parcel of land being a portion of "Parcel 4" as described in Official Records Book 12956, Pages 1886 through 1892, Public Records of Polk County, Florida, as located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 31; thence North 88°59'48" East, along the North line of said Northeast 1/4 of the Northwest 1/4, a distance of 31.00 feet to the East right-of-way line of McClean Road as described in Official Records Book 12719, Pages 345 through 349, Public Records of Polk County, Florida; thence South 00°27'53" East, along said East right-of-way line, 1191.10 feet; thence South 45°39'48" East, 49.33 feet to the North right-of-way line of Old Bartow Lake Wales Road as described in said Official Records Book 12719, Pages 345 through 349; thence North 89°08'17" East, along said North right-of-way line, 3173.44 feet to the intersection with the West line of said Parcel 4, also being the POINT OF BEGINNING; thence North 00°19'06" West, along said West line of Parcel 4, a distance of 6.00 feet to the intersection with a line being 6.00 feet North of and parallel to said North right-of-way line; thence North 89°08'17" East, along said parallel line, 90.00 feet to the East line of said Parcel 4; thence South 00°19'06" East, along said East line, 6.00 feet to said North right-of-way line; thence South 89°08'17" West, along said North right-of-way line, 90.00 feet of to the POINT OF BEGINNING. Said parcel containing 540.00 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: 2024.01.08
18:02:06 -05'00'

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

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

CS PROJECT: 8825.03
10023-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: 01/08/2024

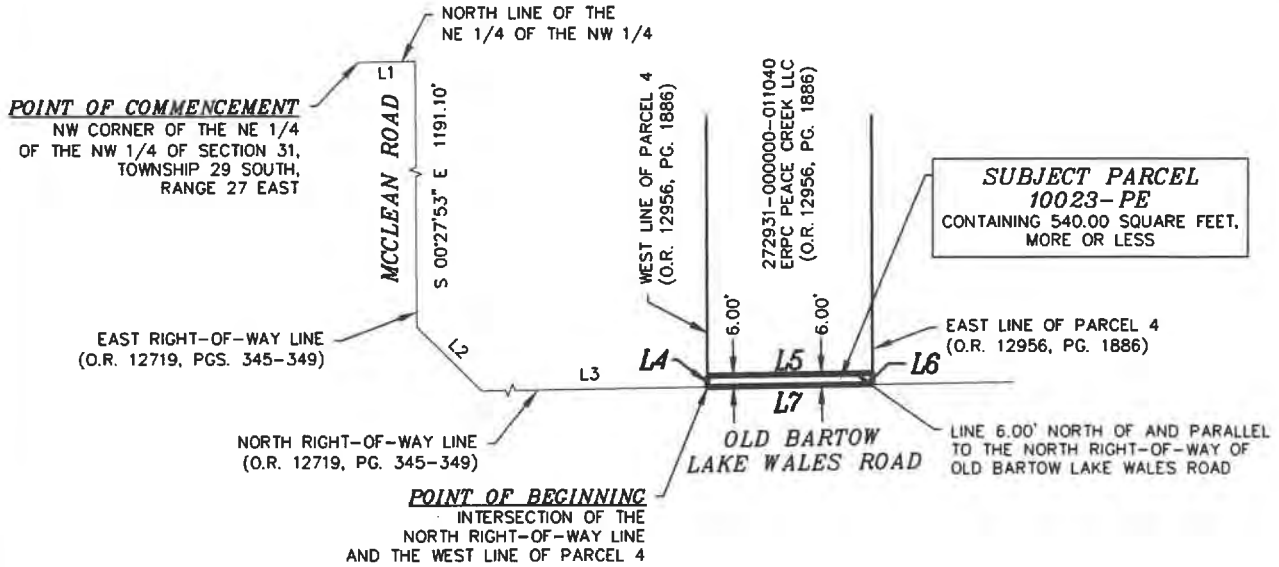
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LEGEND:

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

DESCRIPTION SKETCH
10023-PE

SCALE 1" = 100'



NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East right of way line of McClean Road as described in Official Records Book 12719, Page 345-349, Public Records of Polk County, Florida, being South 00°27'53" East.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 88°59'48" E	31.00'
L2	S 45°39'48" E	49.33'
L3	N 89°08'17" E	3173.44'
L4	N 00°19'06" W	6.00'
L5	N 89°08'17" E	90.00'
L6	S 00°19'06" E	6.00'
L7	S 89°08'17" W	90.00'

SHEET 2 OF 2

CS PROJECT: 8825.03

10023-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: 01/08/2024

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DESCRIPTION
10024-PE

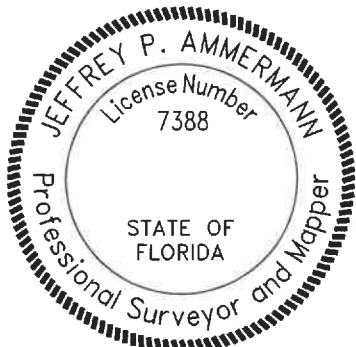
DESCRIPTION:

A parcel of land being a portion of a "Parcel 3" as described in Official Records Book 12956, Pages 1886 through 1892, Public Records of Polk County, Florida, as located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 31; thence North 88°59'48" East, along the North line of said Northeast 1/4 of the Northwest 1/4, a distance of 31.00 feet to the East right-of-way line of McClean Road as described in Official Records Book 12719, Pages 345 through 349, Public Records of Polk County, Florida; thence South 00°27'53" East, along said East right-of-way line, 1191.10 feet; thence South 45°39'48" East, 49.33 feet to the North right-of-way line of Old Bartow Lake Wales Road as described in said Official Records Book 12719, Pages 345 through 349; thence North 89°08'17" East, along said North line, 3263.44 feet to the intersection with the West line of said Parcel 3, also being the POINT OF BEGINNING; thence North 00°19'06" West, along said West line of Parcel 3, 6.00 feet to the intersection with a line being 6.00 feet North of and parallel to said North right-of-way line; thence North 89°08'17" East, along said parallel line, 642.61 feet to the intersection with a line being 5.00 feet West of and parallel to the West right-of-way line of Gary Street as described in said Official Records Book 12719, Pages 345 through 349; thence North 00°16'07" West, along said parallel line, 440.00 feet; thence North 89°43'53" East, 2.00 feet to the intersection with a line being 3.00 feet West of and parallel to the West right-of-way line of Gary Street as described in said Official Records Book 12719, Pages 345 through 349; thence North 00°16'07" West, along said parallel line, 793.47 feet to the intersection with the North line of said Parcel 3, also being the North line of the Northeast 1/4 of the Northeast 1/4 of said Section 31; thence North 88°57'31" East, along said North line, 3.00 feet to the West right-of-way line of said Gary Street as described in said Official Records Book 12719, Pages 345 through 349, also being a point lying South 88°57'31" West of the Northeast corner of the Northeast 1/4 of said Section 31; thence South 00°16'07" East, along said West right-of-way line of Gary Street, 1239.46 feet to the North right-of-way line of said Old Bartow Lake Wales Road; thence South 89°08'17" West, along said North right-of-way line, 647.61 feet to the POINT OF BEGINNING. Said parcel containing 8,464.72 square feet, more or less.

CERTIFICATION:

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



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2024.01.09
07:58:08 -05'00'

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

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

CS PROJECT: 8825.03
10024-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: 01/09/2024

P: \882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESMIS.dwg 10024-PE Jan 09, 2024 7:08am by: jammermann

LEGEND:

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

DESCRIPTION SKETCH
10024-PE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East right of way line of McClean Road as described in Official Records Book 12719, Page 345-349, Public Records of Polk County, Florida, being South 00°27'53" East.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

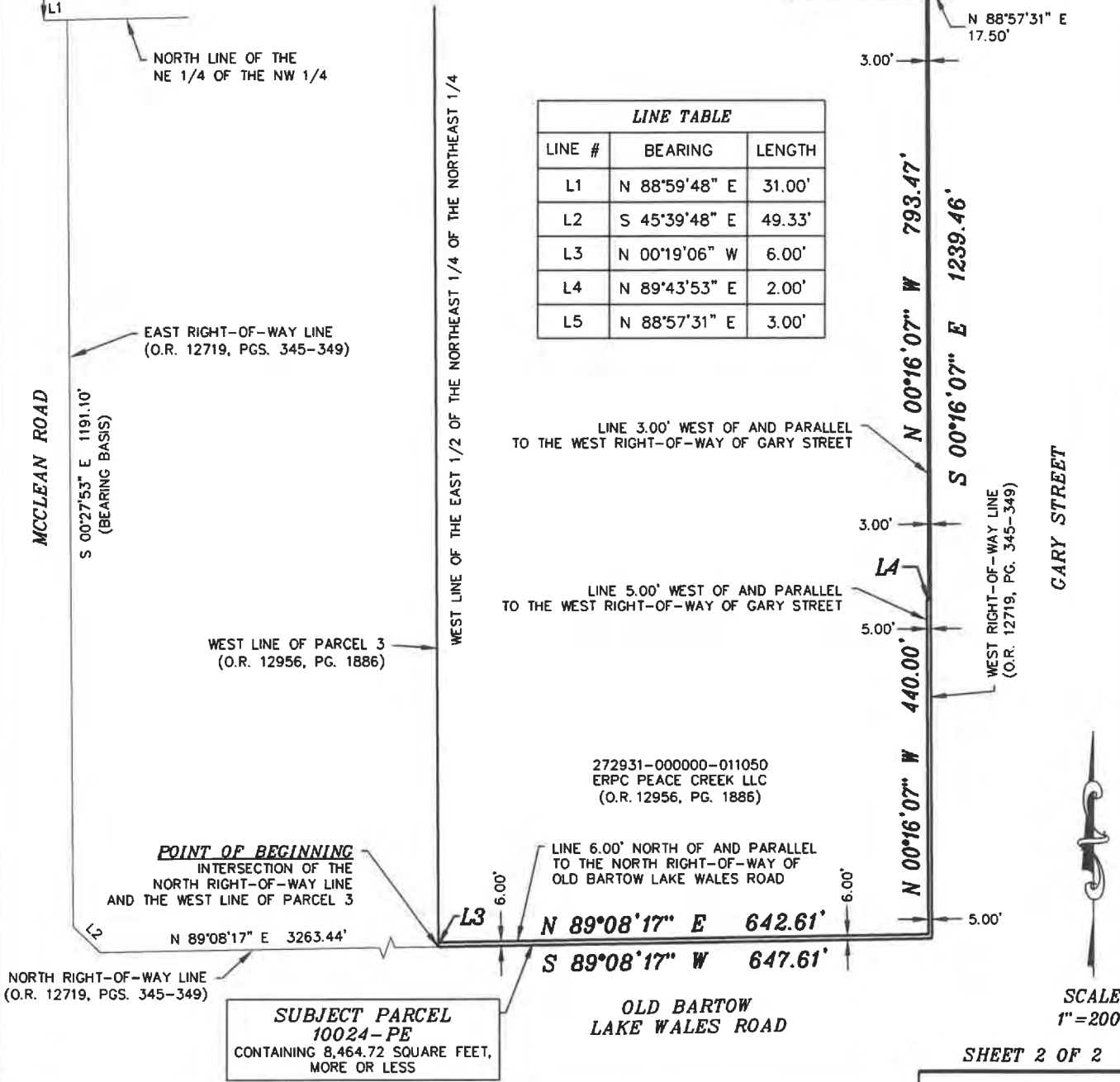
POINT OF COMMENCEMENT

NW CORNER OF THE NE 1/4
OF THE NW 1/4 OF SECTION 31,
TOWNSHIP 29 SOUTH, RANGE 27 EAST

NORTH LINE OF PARCEL 3
(O.R. 12956 PG. 1886)
AND
NORTH LINE OF THE NE 1/4
OF THE NE 1/4 OF SECTION 31

NE CORNER
OF THE NE 1/4
OF SECTION 31

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 88°59'48" E	31.00'
L2	S 45°39'48" E	49.33'
L3	N 00°19'06" W	6.00'
L4	N 89°43'53" E	2.00'
L5	N 88°57'31" E	3.00'



SUBJECT PARCEL
10024-PE
CONTAINING 8,464.72 SQUARE FEET,
MORE OR LESS

272931-000000-011050
ERPC PEACE CREEK LLC
(O.R. 12956, PG. 1886)

SCALE
1" = 200'

SHEET 2 OF 2

CS PROJECT: 8825.03

10024-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: 01/09/2024

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESMTS.dwg 10024-PE (2) Jan 09, 2024 7:08am by: jommermann

DESCRIPTION
10025-PE-A

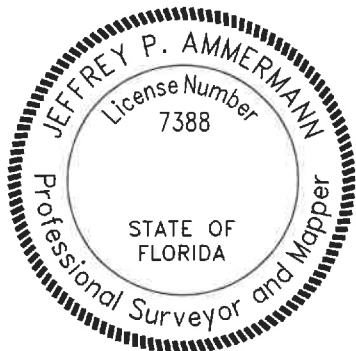
DESCRIPTION:

A parcel of land being a portion of "Parcel 2" as described in Official Records Book 12956, Pages 1886 through 1892, Public Records of Polk County, Florida, as located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 31; thence North 88°59'48" East, along the North line of said Northeast 1/4 of the Northwest 1/4, a distance of 31.00 feet to the East right-of-way line of McClean Road as described in Official Records Book 12719, Pages 345 through 349, Public Records of Polk County, Florida; thence South 00°27'53" East, along said East right-of-way line, 1191.10 feet; thence South 45°39'48" East, 27.86 feet to the POINT OF BEGINNING; thence South 86°30'45" East, 55.09 feet; thence South 89°03'23" East, 160.53 feet to the intersection with a line being 6.00 feet North of and parallel to the North right-of-way line of Old Bartow Lake Wales Road as described in Official Records Book 12719, Pages 345 through 349; thence North 89°08'17" East, along said parallel line, 706.01 feet to the intersection with the West line of a parcel described in Official Records Book 9421, Page 240, Public Records of Polk County, Florida; thence South 00°29'31" East, along said West line, 6.00 feet to said North right-of-way line of Old Bartow Lake Wales Road; thence South 89°08'17" West, along said North right-of-way line, 906.22 feet; thence North 45°39'48" West, 21.47 feet to the POINT OF BEGINNING. Said parcel containing 6,211.72 square feet, more or less.

CERTIFICATION:

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



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2024.01.09
14:41:29 -05'00'

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

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

CS PROJECT: 8825.03
10025-PE-A
SHEET NO. V-01

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

DRAWN BY: **S. CHILDS** FIELD BOOK: — PAGE: — DATE: **01/09/2024**

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESMITS.dwg 10025-PE A Jan 09, 2024 8:14am by: jammermann

LEGEND:

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

DESCRIPTION SKETCH
10025-PE-A

SCALE 1" = 200'

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East right of way line of McClean Road as described in Official Records Book 12719, Page 345-349, Public Records of Polk County, Florida, being South 00°27'53" East.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.



POINT OF COMMENCEMENT
NW CORNER OF THE NE 1/4
OF THE NW 1/4 OF SECTION 31,
TOWNSHIP 29 SOUTH, RANGE 27 EAST

L1
NORTH LINE OF THE
NE 1/4 OF THE NW 1/4

EAST RIGHT-OF-WAY LINE
(O.R. 12719, PGS. 345-349)

S 00°27'53" E 1191.10'
(BEARING BASIS)

MCCLEAN ROAD

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 88°59'48" E	31.00'
L2	S 45°39'48" E	27.86'
L3	S 86°30'45" E	55.09'
L4	S 89°03'23" E	160.53'
L5	N 89°08'17" E	706.01'
L6	S 00°29'31" E	6.00'
L7	S 89°08'17" W	906.22'
L8	N 45°39'48" W	21.47'

272931-000000-011030
ERPC PEACE CREEK LLC
(O.R. 12956, PG. 1886)

272931-000000-031020
CATHY BECTON GARRETT
(O.R. 9421, PG. 240)

LINE 6.00' NORTH OF AND PARALLEL
TO THE NORTH RIGHT-OF-WAY OF
OLD BARTOW LAKE WALES ROAD

ELECTRIC EASEMENT
(O.R. 7795, PG. 1662)

SUBJECT PARCEL
10025-PE-A
CONTAINING 6,211.72 SQUARE FEET,
MORE OR LESS

WEST LINE OF PARCEL
(O.R. 9421, PG. 240)

POINT OF BEGINNING

NORTH RIGHT-OF-WAY LINE
(O.R. 12719, PGS. 345-349)

OLD BARTOW LAKE WALES ROAD

SHEET 2 OF 2

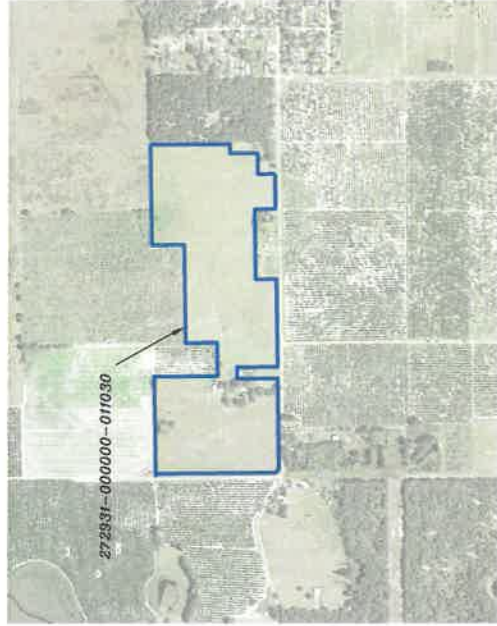
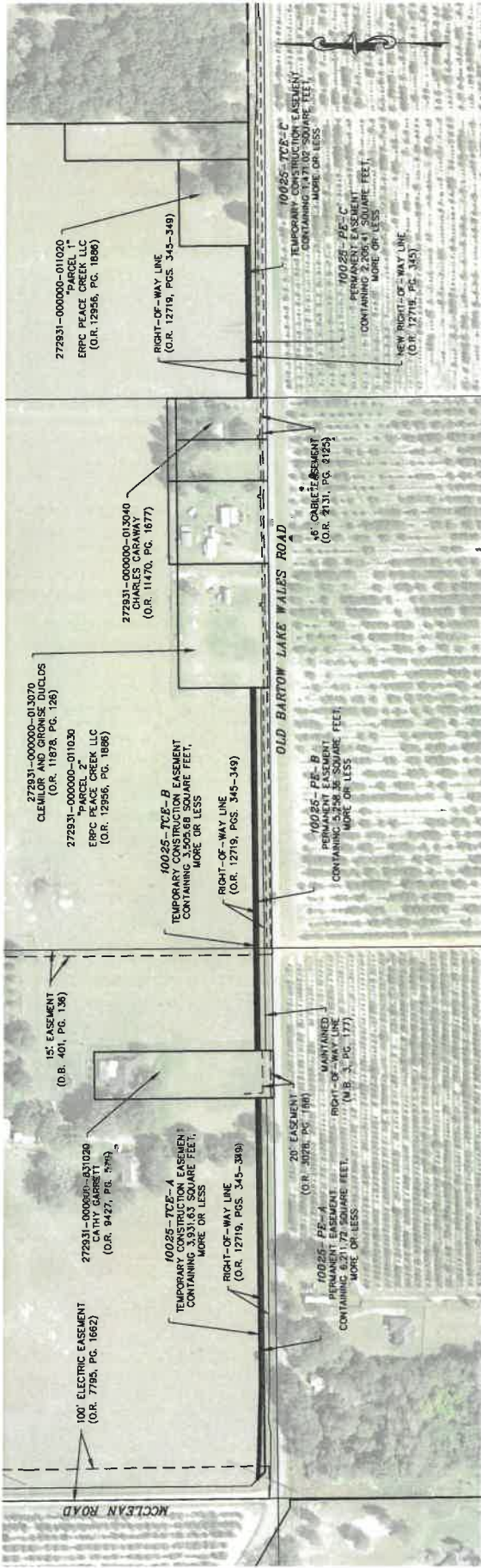
CS PROJECT: 8825.03
10025-PE-A
SHEET NO. V-02

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

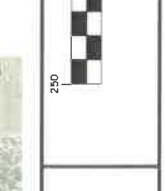
DRAWN BY: S. CHILDS FIELD BOOK: — PAGE: — DATE: 01/09/2024

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESM.TS.dwg 10025-PE A (2) Jan 09, 2024 8:14am by: jammerrmann

EXHIBIT



CS PROJECT NUMBER: 8625.03	FIELD BY: 500
PARCEL NUMBER: 10025	DATE OF SURVEY: 01/20/24
SHEET NUMBER: Y-01	FIELD BOOK & PAGE: 000 000



PRWC
ERPC PEACE CREEK LLC EXHIBIT



CHASTAIN SKILLMAN
206 EAST ORANGE STREET
LAKELAND, FL 33801-4611
(850) 665-1932
© 2024 CHASTAIN SKILLMAN P.A. NO. 082

NUMBER	DATE	REVISION

DESCRIPTION
10025-PE-B

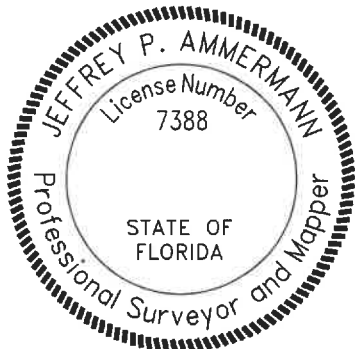
DESCRIPTION:

A parcel of land being a portion of "Parcel 2" as described in Official Records Book 12956, Pages 1886 through 1892, Public Records of Polk County, Florida, as located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 31; thence North 88°59'48" East, along the North line of said Northeast 1/4 of the Northwest 1/4, a distance of 31.00 feet to the East right-of-way line of McClean Road as described in Official Records Book 12719, Pages 345 through 349, Public Records of Polk County, Florida; thence South 00°27'53" East, along said East right-of-way line, 1191.10 feet; thence South 45°39'48" East, 49.33 feet to the North right-of-way line of Old Bartow Lake Wales Road as described in said Official Records Book 12719, Pages 345 through 349; thence North 89°08'17" East, along said North right-of-way line, 1021.27 feet to the intersection with the East line of a parcel described in Official Records Book 9421, Page 240, Public Records of Polk County, Florida and the POINT OF BEGINNING; thence North 00°29'30" West, along said East line of parcel, 6.00 feet to the intersection with a line being 6.00 feet North of and parallel to said North right-of-way line of Old Bartow Lake Wales Road; thence North 89°08'17" East, along said parallel line, 876.42 feet to the intersection with the West line of a parcel described in Official Records Book 11878, Pages 126 through 127, Public Records of Polk County, Florida; thence South 00°24'42" East, along said West line, 6.00 feet to the intersection with said North right-of-way line of Old Bartow Lake Wales Road; thence South 89°08'17" West, along said North right-of-way line, 876.41 feet of to the POINT OF BEGINNING. Said parcel containing 5,258.36 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: 2024.01.09
14:43:40 -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 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

CS PROJECT: 8825.03
10025-PE-B
SHEET NO. V-01

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

DRAWN BY: S. CHILDS **FIELD BOOK:** — **PAGE:** — **DATE:** 01/09/2024

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESM.TS.dwg 10025-PE B Jan 09, 2024 2:15pm by: jammermann

DESCRIPTION SKETCH
10025-PE-B

SCALE 1" = 200'

NOTES:

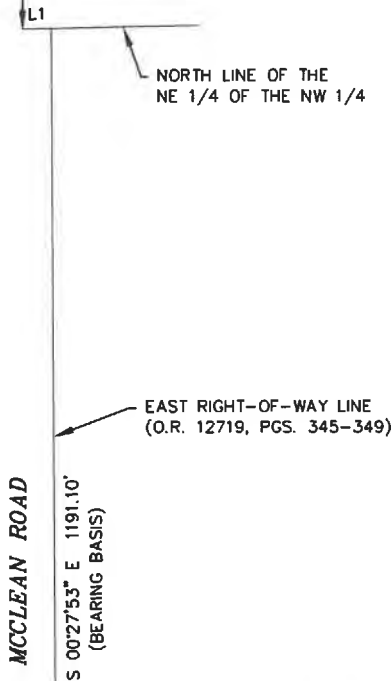
- 1) This is not a Boundary survey.
- 2) Bearings are based on the East right of way line of McClean Road as described in Official Records Book 12719, Page 345-349, Public Records of Polk County, Florida, being South 00°27'53" East.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

LEGEND:

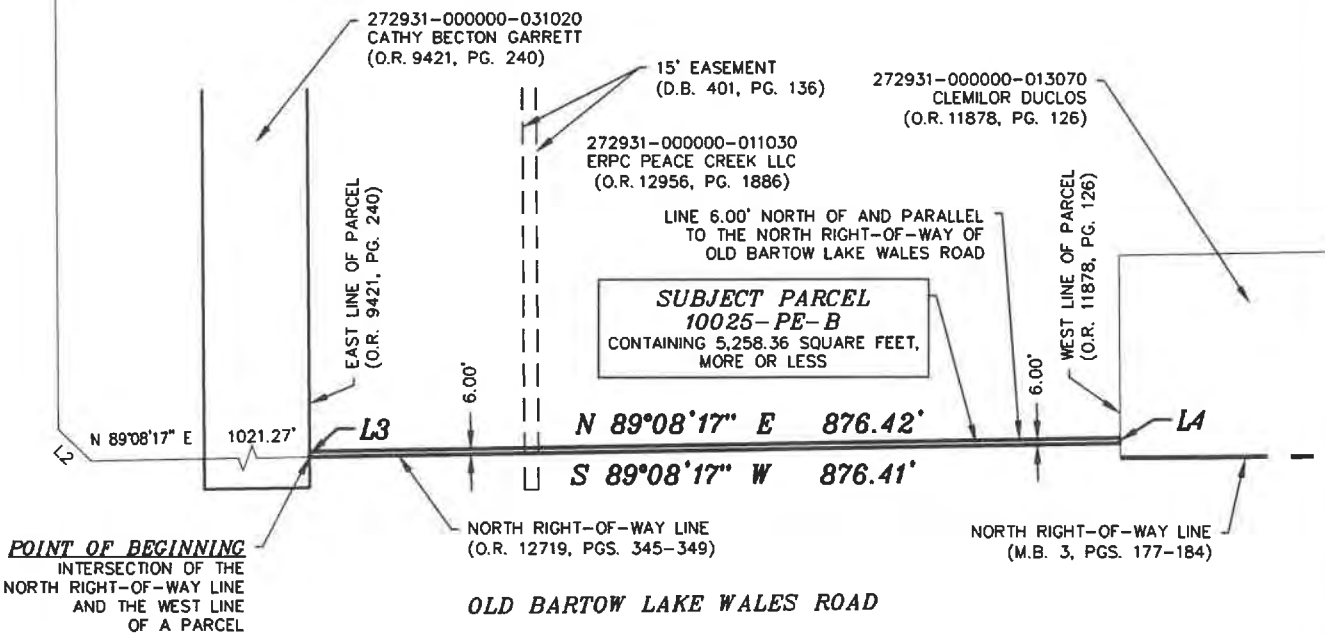
P.B. = PLAT BOOK
 PGS. = PAGES
 O.R. = OFFICIAL RECORDS BOOK
 D.B. = DEED BOOK
 M.B. = MAP BOOK
 PE = PERMANENT EASEMENT
 TCE = TEMPORARY CONSTRUCTION EASEMENT

POINT OF COMMENCEMENT

NW CORNER OF THE NE 1/4
 OF THE NW 1/4 OF SECTION 31,
 TOWNSHIP 29 SOUTH, RANGE 27 EAST



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 88°59'48" E	31.00'
L2	S 45°39'48" E	49.33'
L3	N 00°29'30" W	6.00'
L4	S 00°24'42" E	6.00'



POINT OF BEGINNING
 INTERSECTION OF THE
 NORTH RIGHT-OF-WAY LINE
 AND THE WEST LINE
 OF A PARCEL

SHEET 2 OF 2

CS PROJECT: 8825.03

10025-PE-B

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: 01/09/2024

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESMITS.dwg 10025-PE-B (2) Jan 09, 2024 2:15pm by: jammernonn

DESCRIPTION
10025-PE-C

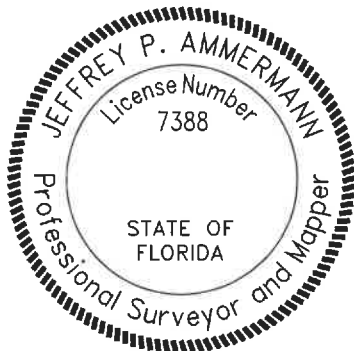
DESCRIPTION:

A parcel of land being a portion of "Parcel 2" as described in Official Records Book 12956, Pages 1886 through 1892, Public Records of Polk County, Florida, as located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 31; thence North 88°59'48" East, along the North line of said Northeast 1/4 of the Northwest 1/4, a distance of 31.00 feet to the East right-of-way line of McClean Road as described in Official Records Book 12719, Pages 345 through 349, Public Records of Polk County, Florida; thence South 00°27'53" East, along said East right-of-way line, 1191.10 feet; thence South 45°39'48" East, 49.33 feet to the North right-of-way line of Old Bartow Lake Wales Road as described in said Official Records Book 12719, Pages 345 through 349; thence North 89°08'17" East, along said North right-of-way line, 2597.70 feet to the intersection with the East line of a parcel described in Official Records Book 11470, Pages 1677 through 1678, Public Records of Polk County, Florida and the POINT OF BEGINNING; thence North 00°31'19" West, along said East line of parcel, 6.00 feet to the intersection with a line being 6.00 feet North of and parallel to said North right-of-way line of Old Bartow Lake Wales Road; thence North 89°08'17" East, along said parallel line, 367.75 feet to the intersection with the West line of Parcel 1 as described in Official Records Book 12956, Pages 1886 through 1892, Public Records of Polk County, Florida; thence South 00°19'06" East, along said West line, 6.00 feet to the intersection with said North right-of-way line of Old Bartow Lake Wales Road; thence South 89°08'17" West, along said North right-of-way line, 367.72 feet to the POINT OF BEGINNING. Said parcel containing 2,206.41 square feet, more or less.

CERTIFICATION:

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



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2024.01.09
14:44:26 -05'00'

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

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

CS PROJECT: 8825.03
10025-PE-C
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: 01/09/2024

P: \882503\CAD\Survey\KEY-SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESMITS.dwg 10025-PE C Jan 09, 2024 2:19pm by: jammerrmann

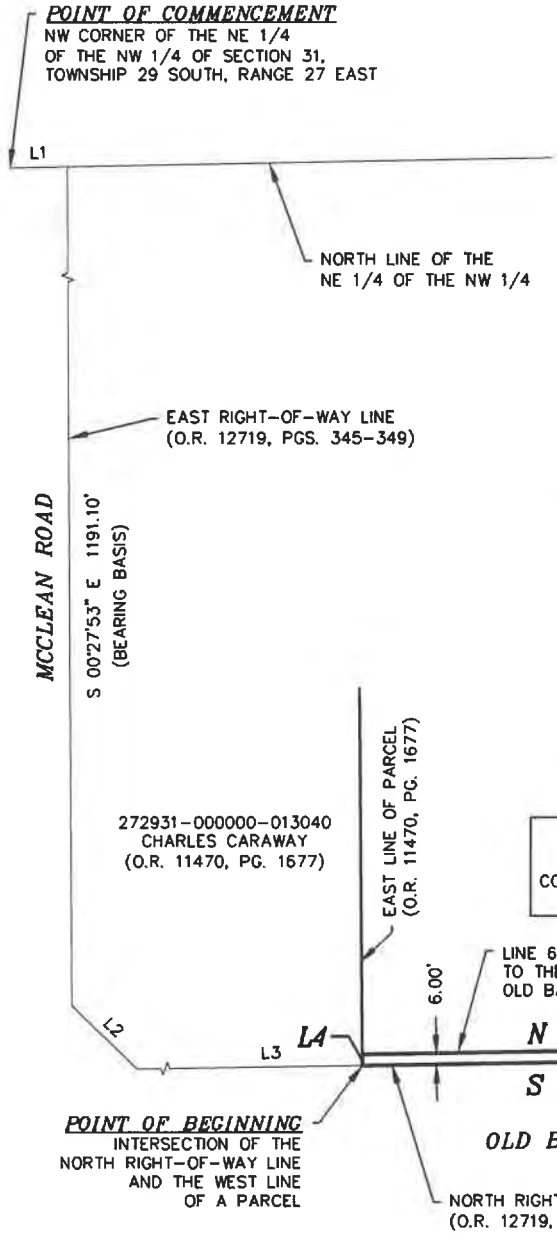
LEGEND:

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

DESCRIPTION SKETCH
10025-PE-C

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East right of way line of McClean Road as described in Official Records Book 12719, Page 345-349, Public Records of Polk County, Florida, being South 00°27'53" East.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 88°59'48" E	31.00'
L2	S 45°39'48" E	49.33'
L3	N 89°08'17" E	2597.70'
L4	N 00°31'19" W	6.00'
L5	S 00°19'06" E	6.00'

272931-000000-011030
PEACE CREEK VILLAGE LLC
(O.R. 11330, PG. 384)

272931-000000-011030
ERPC PEACE CREEK LLC
(O.R. 12956, PG. 1886)

272931-000000-013040
CHARLES CARAWAY
(O.R. 11470, PG. 1677)

SUBJECT PARCEL
10025-PE-C
CONTAINING 2,206.41 SQUARE FEET,
MORE OR LESS

LINE 6.00' NORTH OF AND PARALLEL
TO THE NORTH RIGHT-OF-WAY OF
OLD BARTOW LAKE WALES ROAD

N 89°08'17" E 367.75'
S 89°08'17" W 367.72'
OLD BARTOW LAKE WALES ROAD

SHEET 2 OF 2

CS PROJECT: 8825.03

10025-PE-C

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: 01/09/2024

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESMIS.dwg 10025-PE C (2) Jan 09, 2024 2:19pm by: jammermann

EXHIBIT B
Nonexclusive Permanent Easement

[See Attached 2 Page]

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

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

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

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

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

EXHIBIT C

Nonexclusive Temporary Construction Easement Legal Descriptions

[See Attached 18 Pages]

DESCRIPTION
10022-TCE

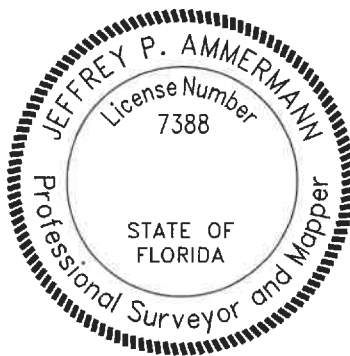
DESCRIPTION:

A parcel of land being a portion of "Parcel 1" as described in Official Records Book 12956, Pages 1886 through 1892, Public Records of Polk County, Florida, as located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 31; thence North 88°59'48" East, along the North line of said Northeast 1/4 of the Northwest 1/4, a distance of 31.00 feet to the East right-of-way line of McClean Road as described in Official Records Book 12719, Pages 345 through 349, Public Records of Polk County, Florida; thence South 00°27'53" East, along said East right-of-way line, 1191.10 feet; thence South 45°39'48" East, 49.33 feet to the North right-of-way line of Old Bartow Lake Wales Road as described in said Official Records Book 12719, Pages 345 through 349; thence North 89°08'17" East, along said North right-of-way line, 2965.44 feet to the intersection with the West line of said Parcel 1; thence North 00°19'06" West, along said West line of Parcel 1, a distance of 6.00 feet to the intersection with a line being 6.00 feet North of and parallel to said North right-of-way line, and the POINT OF BEGINNING; thence continue North 00°19'06" West, along said West line of Parcel 1, a distance of 4.00 feet to the intersection with a line being 10.00 feet North of and parallel to said North right-of-way line; thence North 89°08'17" East, along said parallel line, 208.00 feet to the East line of said Parcel 1; thence South 00°19'06" East, along said East line of Parcel 1, a distance of 4.00 feet to the intersection with said line being 6.00 feet North of and parallel to said North right-of-way line; thence South 89°08'17" West, along said parallel line, 208.00 feet of to the POINT OF BEGINNING. Said parcel containing 832.00 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: 2024.01.08
14:49:28 -05'00'

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

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

CS PROJECT: 8825.03
10022-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: 01/08/2024

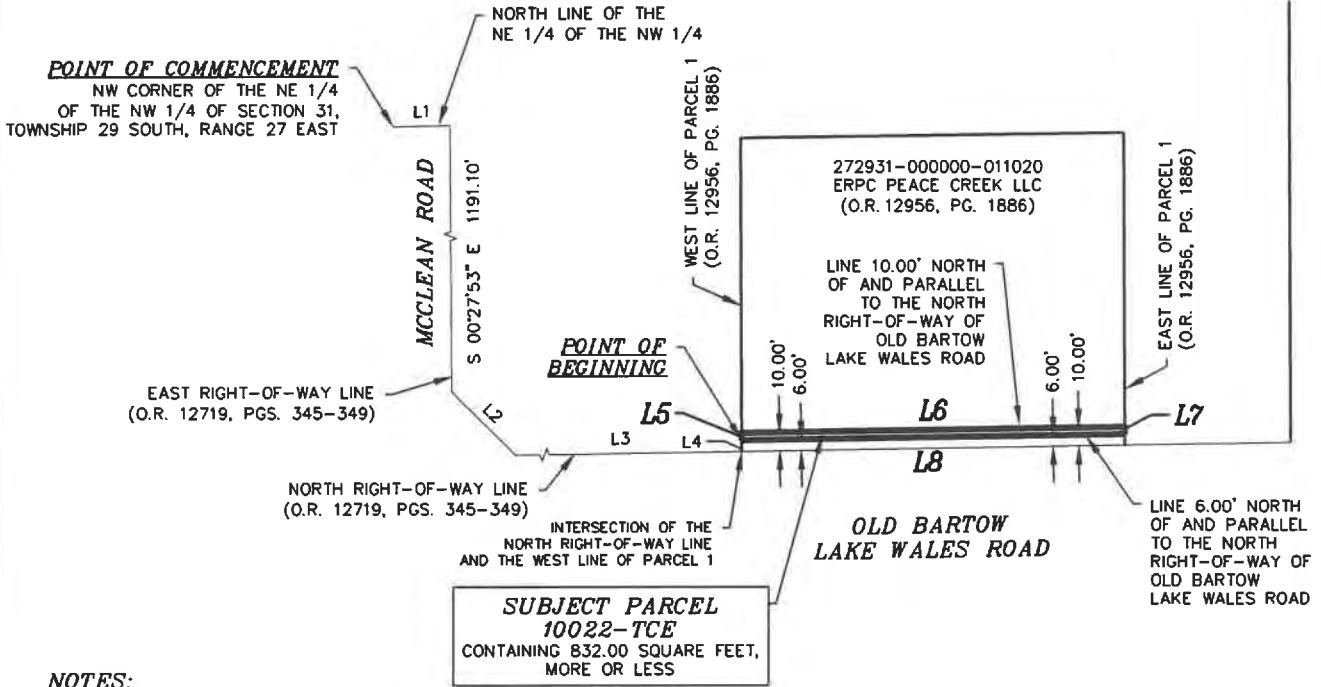
P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESMITS.dwg 10022-TCE Jan 08, 2024 2:34pm by: jammerronn

LEGEND:

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

DESCRIPTION SKETCH
10022-TCE

SCALE 1" = 100'



NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East right of way line of McClean Road as described in Official Records Book 12719, Page 345-349, Public Records of Polk County, Florida, being South 00°27'53" East.
- 3) See sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 88°59'48" E	31.00'
L2	S 45°39'48" E	49.33'
L3	N 89°08'17" E	2965.44'
L4	N 00°19'06" W	6.00'
L5	N 00°19'06" W	4.00'
L6	N 89°08'17" E	208.00'
L7	S 00°19'06" E	4.00'
L8	S 89°08'17" W	208.00'

SHEET 2 OF 2

CS PROJECT: 8825.03

10022-TCE

SHEET NO. V-02

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

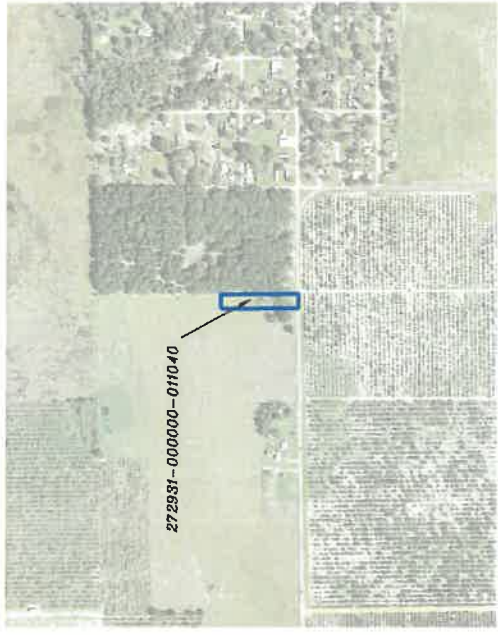
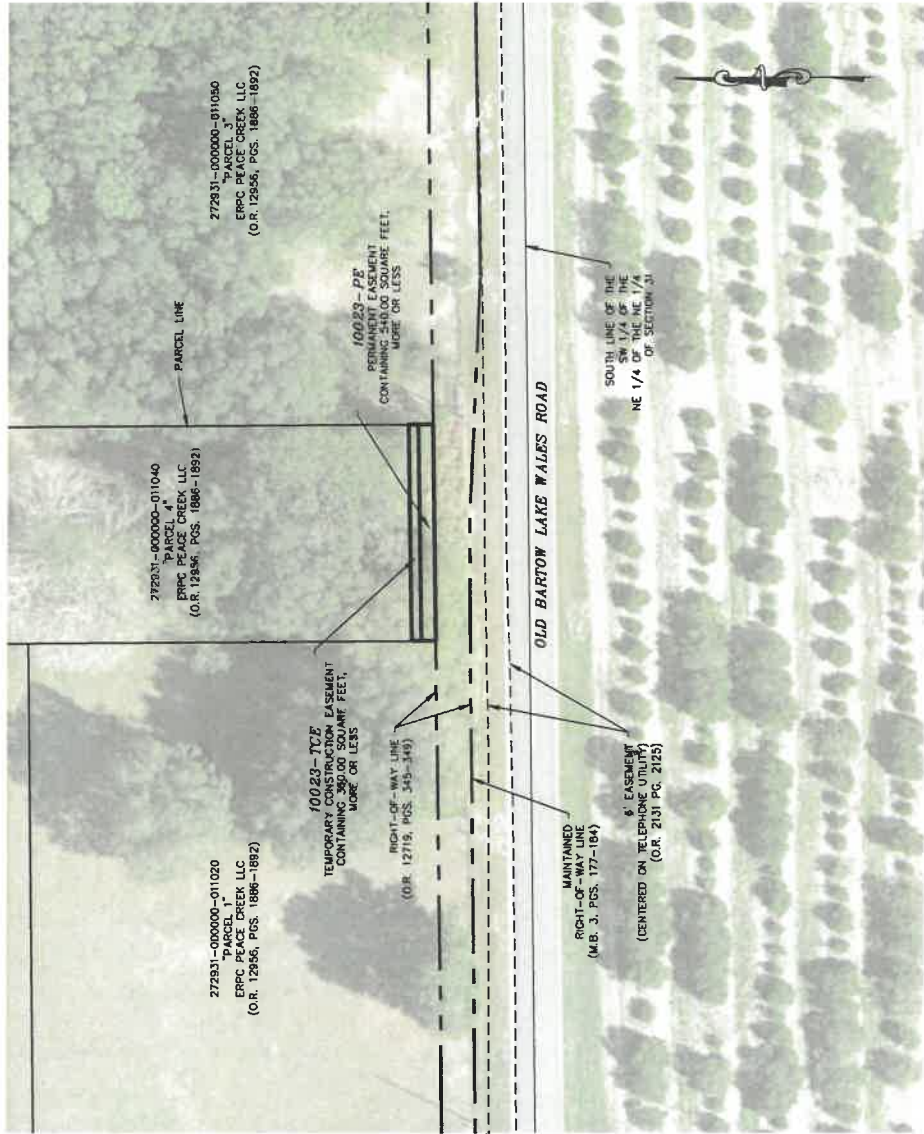
DRAWN BY: **S. CHILDS**

FIELD BOOK: — PAGE: —

DATE: **01/08/2024**

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESMTS.dwg 10022-TCE (2) Jan 08, 2024 2:34pm by: jammerrmann

EXHIBIT



CS PROJECT NUMBER: 8825.03	FIELD BY	N/A
	DATE OF SURVEY	01/12/2024
	FIELD BOOK & PAGE	N/A
PARCEL NUMBER: 10023	GRAPHIC SCALE (IN FEET) 1 inch = 50 feet	
SHEET NUMBER: V-01	PRWC ERPCC PEACE CREEK LLC EXHIBIT	
CHASTAIN SKILLMAN 208 EAST ORANGE STREET LAKE LAKE DRIVE #110 (800) 844-1622 © 2024 CHASTAIN SKILLMAN C.A. No. 381		
NAME DATE DESC. BY/TM		

DESCRIPTION
10023-TCE

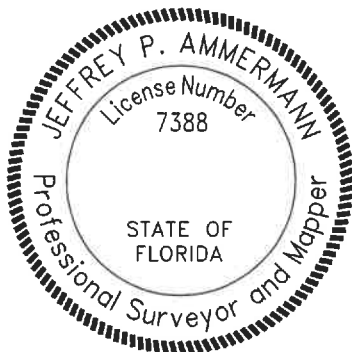
DESCRIPTION:

A parcel of land being a portion of "Parcel 4" as described in Official Records Book 12956, Pages 1886 through 1892, Public Records of Polk County, Florida, as located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 31; thence North 88°59'48" East, along the North line of said Northeast 1/4 of the Northwest 1/4, a distance of 31.00 feet to the East right-of-way line of McClean Road as described in Official Records Book 12719, Pages 345 through 349, Public Records of Polk County, Florida; thence South 00°27'53" East, along said East right-of-way line, 1191.10 feet; thence South 45°39'48" East, 49.33 feet to the North right-of-way line of Old Bartow Lake Wales Road as described in said Official Records Book 12719, Pages 345 through 349; thence North 89°08'17" East, along said North right-of-way line, 3173.44 feet to the intersection with the West line of said Parcel 4; thence North 00°19'06" West, along said West line of Parcel 4, a distance of 6.00 feet to the intersection with a line being 6.00 feet North of and parallel to said North right-of-way line, also being the POINT OF BEGINNING; thence continue North 00°19'06" West, along said West line of Parcel 4, 4.00 feet to the intersection with a line being 10.00 feet North of and parallel to said North right-of-way line; thence North 89°08'17" East, along said parallel line, 90.00 feet to the East line of said Parcel 4; thence South 00°19'06" East, along said East line of Parcel 4, 4.00 feet to the intersection with said line being 6.00 feet North of and parallel to said North right-of-way line; thence South 89°08'17" West, along said parallel line, 90.00 feet of to the POINT OF BEGINNING. Said parcel containing 360.00 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: 2024.01.08
18:01:03 -05'00'

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

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

CS PROJECT: 8825.03

10023-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: 01/08/2024

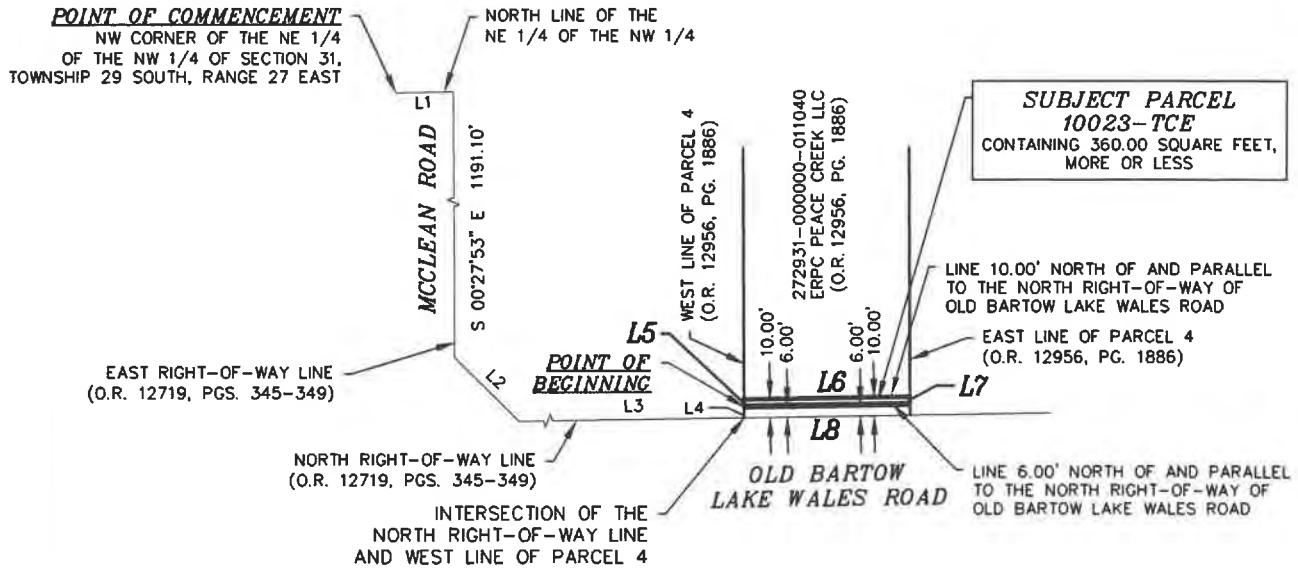
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LEGEND:

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

DESCRIPTION SKETCH
10023-TCE

SCALE 1" = 100'



NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East right of way line of McClean Road as described in Official Records Book 12719, Page 345-349, Public Records of Polk County, Florida, being South 00°27'53" East.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 88°59'48" E	31.00'
L2	S 45°39'48" E	49.33'
L3	N 89°08'17" E	3173.44'
L4	N 00°19'06" W	6.00'
L5	N 00°19'06" W	4.00'
L6	N 89°08'17" E	90.00'
L7	S 00°19'06" E	4.00'
L8	S 89°08'17" W	90.00'

SHEET 2 OF 2

CS PROJECT: 8825.03

10023-TCE

SHEET NO. V-02

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

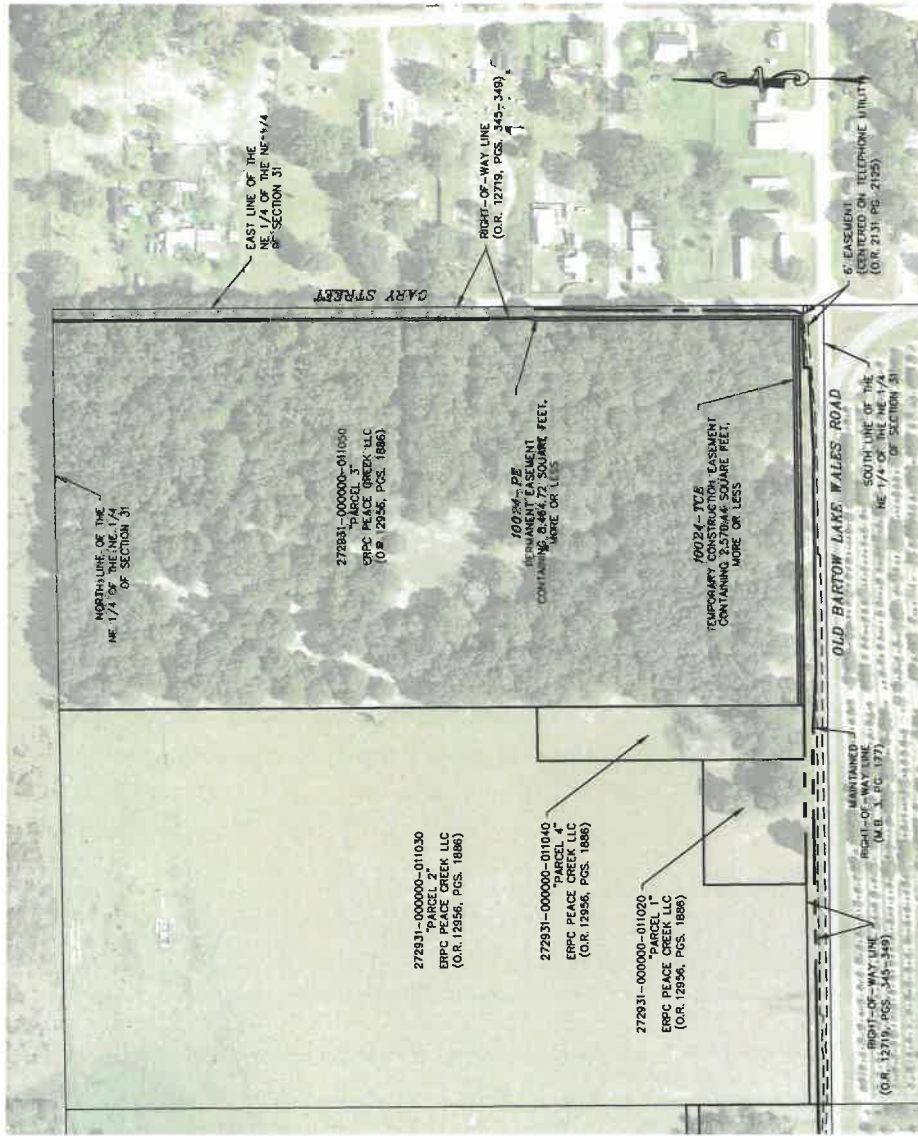
DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 01/08/2024

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EXHIBIT



CS PROJECT NUMBER: 8825.03	
FIELD BY: NA	PARCEL NUMBER: 10024
DATE OF SURVEY: 01/27/2024	FIELD BOOK & PAGE: NA
SHEET NUMBER: V-01	



PRWC
ERPC PEACE CREEK LLC EXHIBIT



CHASTAIN SKILLMAN
205 EAST ORANGE STREET
LABELAND, FL 33601-4811
(813) 646-1602
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DESCRIPTION SKETCH
10024-TCE

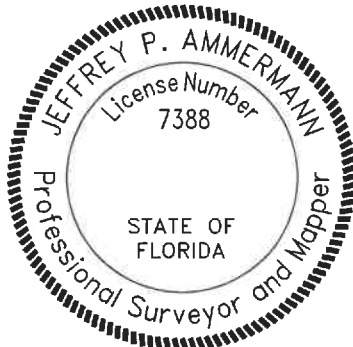
DESCRIPTION:

A parcel of land being a portion of "Parcel 3" as described in Official Records Book 12956, Pages 1886 through 1892, Public Records of Polk County, Florida, as located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 31; thence North 88°59'48" East, along the North line of said Northeast 1/4 of the Northwest 1/4, a distance of 31.00 feet to the East right-of-way line of McClean Road as described in Official Records Book 12719, Pages 345 through 349, Public Records of Polk County, Florida; thence South 00°27'53" East, along said East right-of-way line, 1191.10 feet; thence South 45°39'48" East, 49.33 feet to the North right-of-way line of Old Bartow Lake Wales Road as described in said Official Records Book 12719, Pages 345 through 349; thence North 89°08'17" East, along said North right-of-way line, 3263.44 feet to the intersection with the West line of said Parcel 3; thence North 00°19'06" West, along said West line of Parcel 3, a distance of 6.00 feet to the intersection with a line being 6.00' North of and parallel to said North right-of-way line, also being the POINT OF BEGINNING; thence continue North 00°19'06" West, along said West line of Parcel 3, 4.00 feet to the intersection with a line being 10.00 feet North of and parallel to said North right-of-way line; thence North 89°08'17" East, along said parallel line, 642.61 feet to a line being 5.00 feet West of and parallel to the West right-of-way line of Gary Street as described in said Official Records Book 12719, Pages 345 through 349; thence South 00°16'07" East, along said parallel line, 4.00 feet to the intersection with said line being 6.00 feet North of and parallel to said North right-of-way line; thence South 89°08'17" West, along said parallel line, 642.61 feet to the POINT OF BEGINNING. Said parcel containing 2,570.44 square feet, more or less.

CERTIFICATION:

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



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2024.01.09
07:57:11 -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 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

DRAWN BY: S. CHILDS **FIELD BOOK:** — PAGE: — **DATE:** 01/09/2024

CS PROJECT: 8825.03
10024-TCE
SHEET NO. V-01

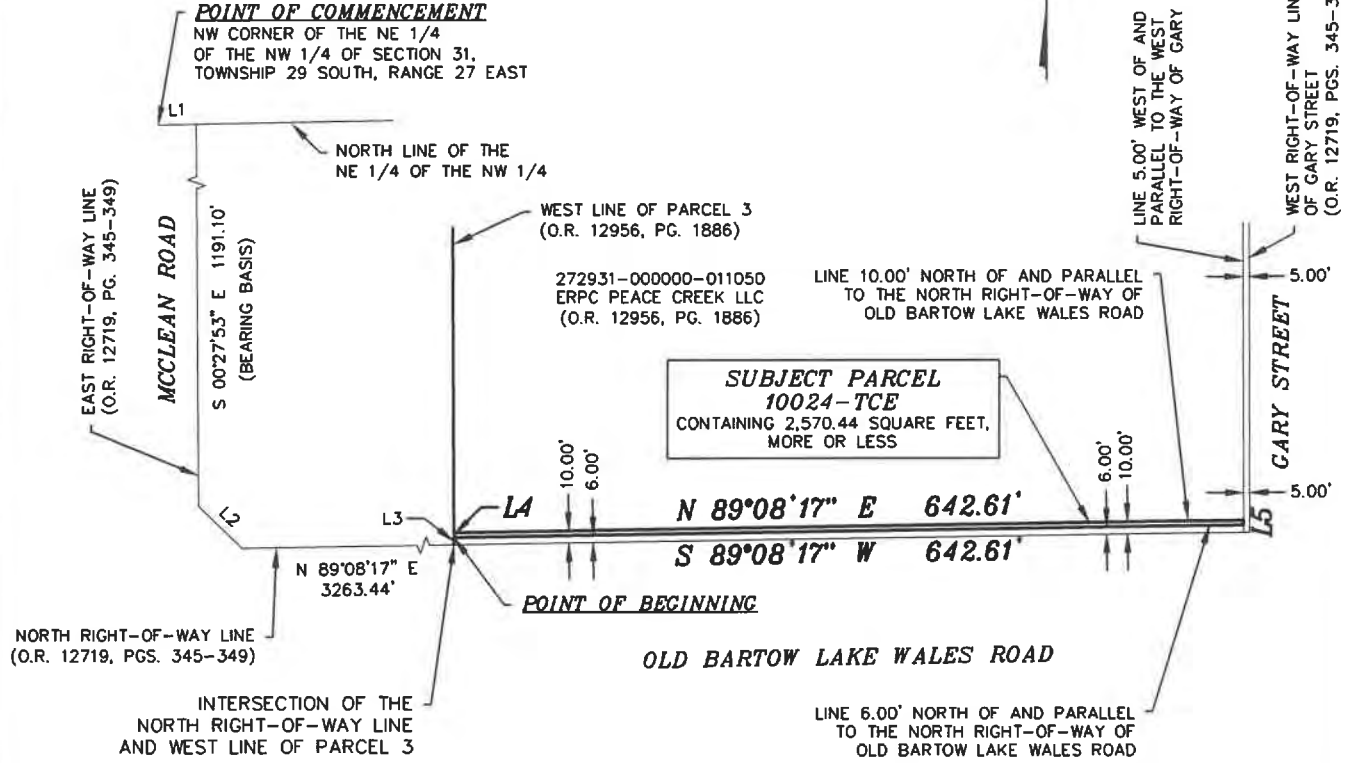
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LEGEND:

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

DESCRIPTION SKETCH
10024-TCE

SCALE 1" = 150'



NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East right of way line of McClean Road as described in Official Records Book 12719, Page 345-349, Public Records of Polk County, Florida, being South 00°27'53" East.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 88°59'48" E	31.00'
L2	S 45°39'48" E	49.33'
L3	N 00°19'06" W	6.00'
L4	N 00°19'06" W	4.00'
L5	S 00°16'07" E	4.00'

SHEET 2 OF 2

CS PROJECT: 8825.03

10024-TCE

SHEET NO. V-02

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

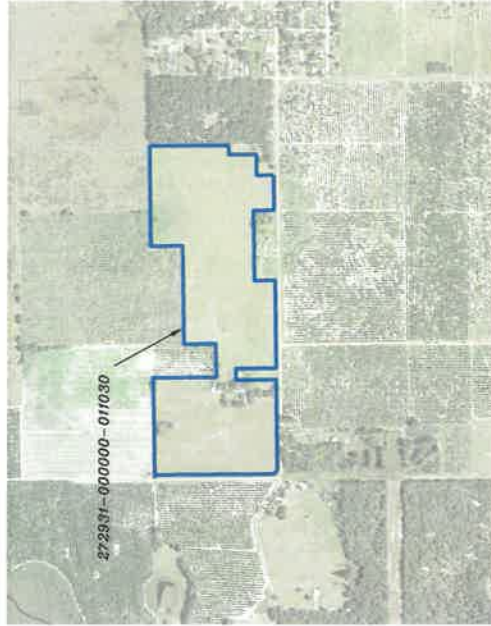
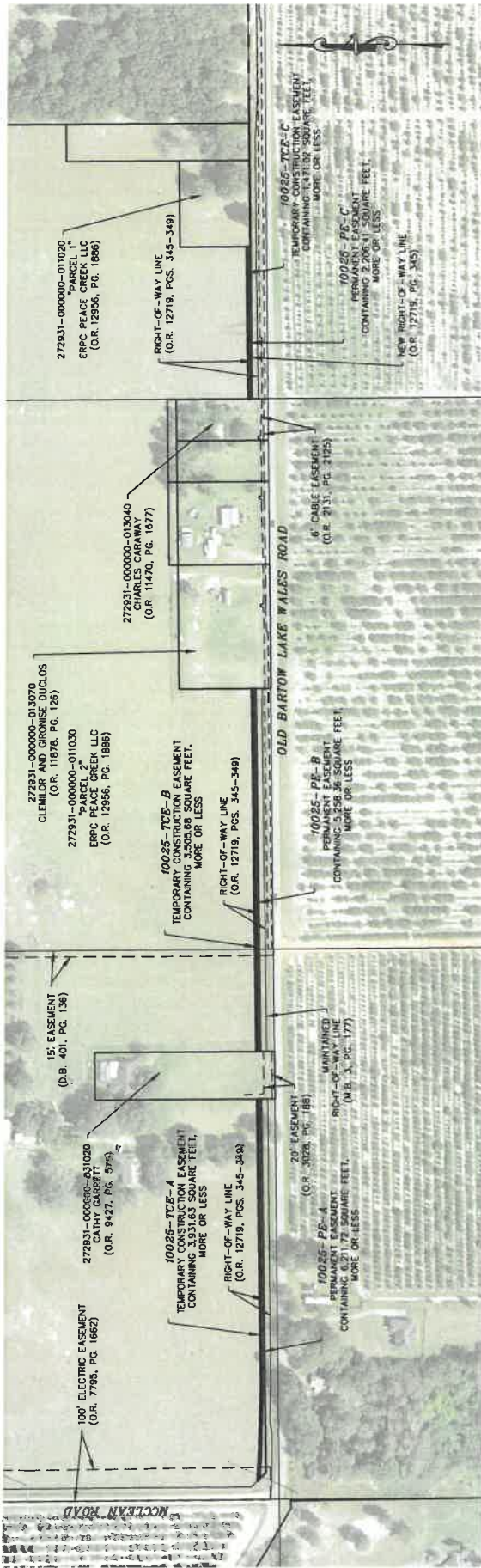
DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 01/09/2024

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESMITS.dwg 10024-TCE (2) Jan 09, 2024 7:34am by: jammersmann

EXHIBIT



CS PROJECT NUMBER:
8825.03

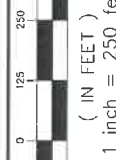
PARCEL NUMBER:
10025

SHEET NUMBER:
V-01

FIELD BY:
DATE OF SURVEY:
FIELD BOOK & PAGE

01/25/2024
000
000

GRAPHIC SCALE
(IN FEET)
1 inch = 250 feet



PRWC

ERPC PEACE CREEK LLC EXHIBIT



CHASTAIN SKILLMAN
208 EAST ORANGE STREET
LAKELAND, FL 33851-4611
(888) 864-1622

© 2024 CHASTAIN SKILLMAN

NUMBER	DATE	DESCRIPTION

DESCRIPTION
10025-TCE-A

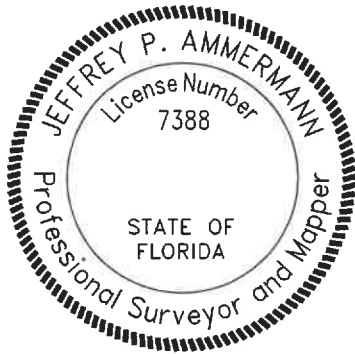
DESCRIPTION:

A parcel of land being a portion of "Parcel 2" as described in Official Records Book 12956, Pages 1886 through 1892, Public Records of Polk County, Florida, as located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 31; thence North 88°59'48" East, along the North line of said Northeast 1/4 of the Northwest 1/4, a distance of 31.00 feet to the East right-of-way line of McClean Road as described in Official Records Book 12719, Pages 345 through 349, Public Records of Polk County, Florida; thence South 00°27'53" East, along said East right-of-way line, 1191.10 feet; thence South 45°39'48" East, 20.22 feet to the POINT OF BEGINNING; thence South 86°30'45" East, 60.76 feet; thence South 89°03'23" East, 192.07 feet to the intersection with a line being 10.00 feet North of and parallel to the North right-of-way line of Old Bartow Lake Wales Road as described in Official Records Book 12719, Pages 345 through 349; thence North 89°08'17" East, along said parallel line, 674.24 feet to the intersection with the West line of a parcel described in Official Records Book 9421, Page 240, Public Records of Polk County, Florida; thence South 00°29'31" East, along said West line of parcel, 4.00 feet to the intersection with a line being 6.00 feet North of and parallel to said North right-of-way line of Old Bartow Lake Wales Road; thence South 89°08'17" West, along said parallel line, 706.01 feet; thence North 89°03'23" West, 160.53 feet; thence North 86°30'45 West, 55.09 feet, to said East right-of-way line of said McClean Road; thence North 45°39'48" West, along said East right-of-way line, 7.64 feet to the POINT OF BEGINNING. Said parcel containing 3,931.63 square feet, more or less.

CERTIFICATION:

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



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2024.01.09
14:42:16 -05'00'

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

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

CS PROJECT: 8825.03
10025-TCE-A
SHEET NO. V-01

PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262
DRAWN BY: S. CHILDS FIELD BOOK: — PAGE: — DATE: 01/09/2024

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESMIS.dwg 10025-TCE A Jan 09, 2024 8:17am by: jammerrmann

LEGEND:

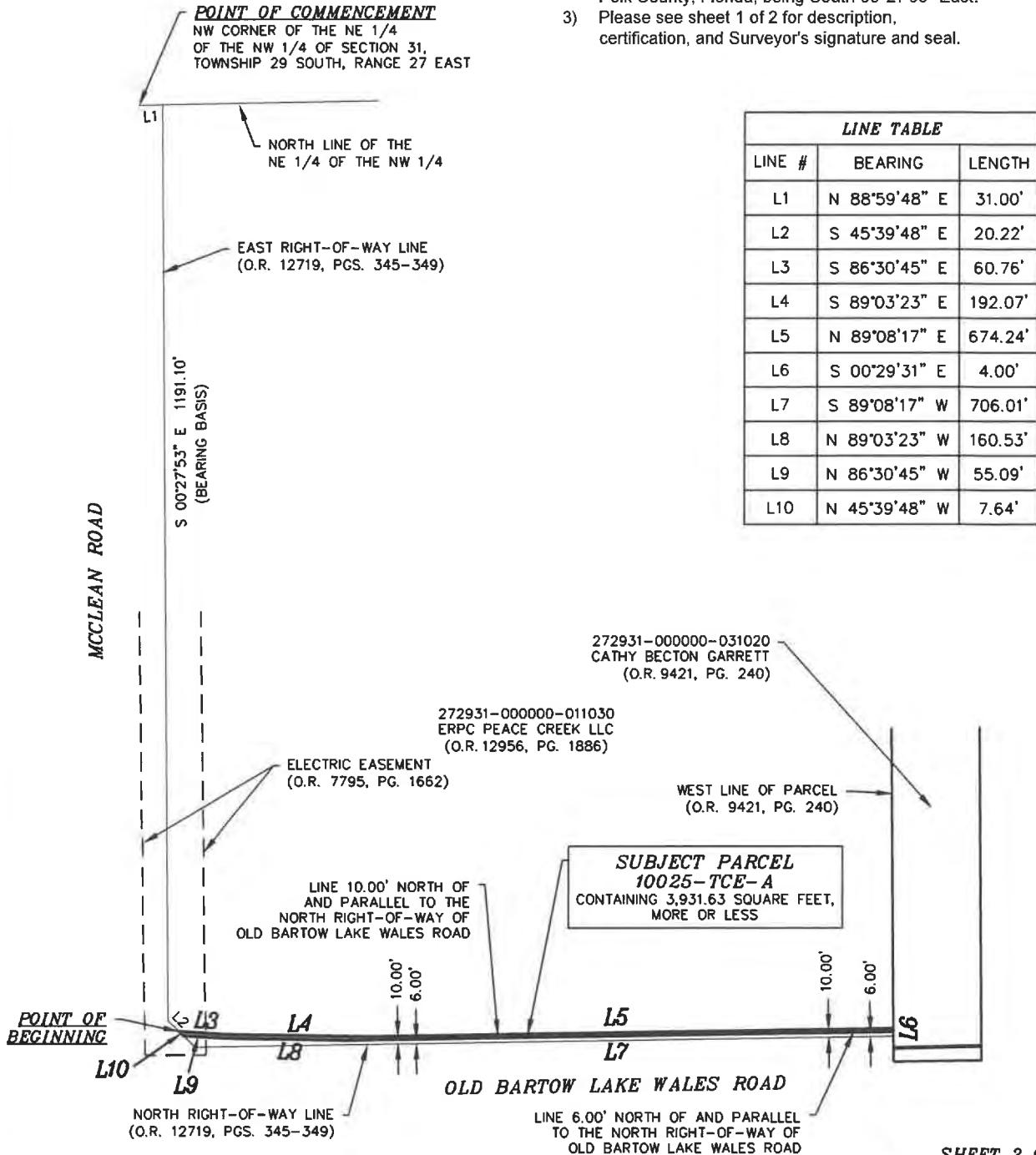
- P.B. = PLAT BOOK
- PGS. = PAGES
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION SKETCH
10025-TCE-A

SCALE 1" = 200'

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East right of way line of McClean Road as described in Official Records Book 12719, Page 345-349, Public Records of Polk County, Florida, being South 00°27'53" East.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 88°59'48" E	31.00'
L2	S 45°39'48" E	20.22'
L3	S 86°30'45" E	60.76'
L4	S 89°03'23" E	192.07'
L5	N 89°08'17" E	674.24'
L6	S 00°29'31" E	4.00'
L7	S 89°08'17" W	706.01'
L8	N 89°03'23" W	160.53'
L9	N 86°30'45" W	55.09'
L10	N 45°39'48" W	7.64'

SHEET 2 OF 2

CS PROJECT: 8825.03

10025-PE-TCE

SHEET NO. V-02

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

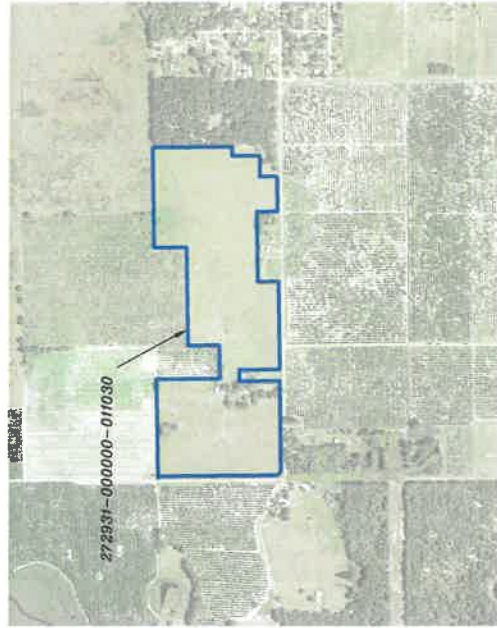
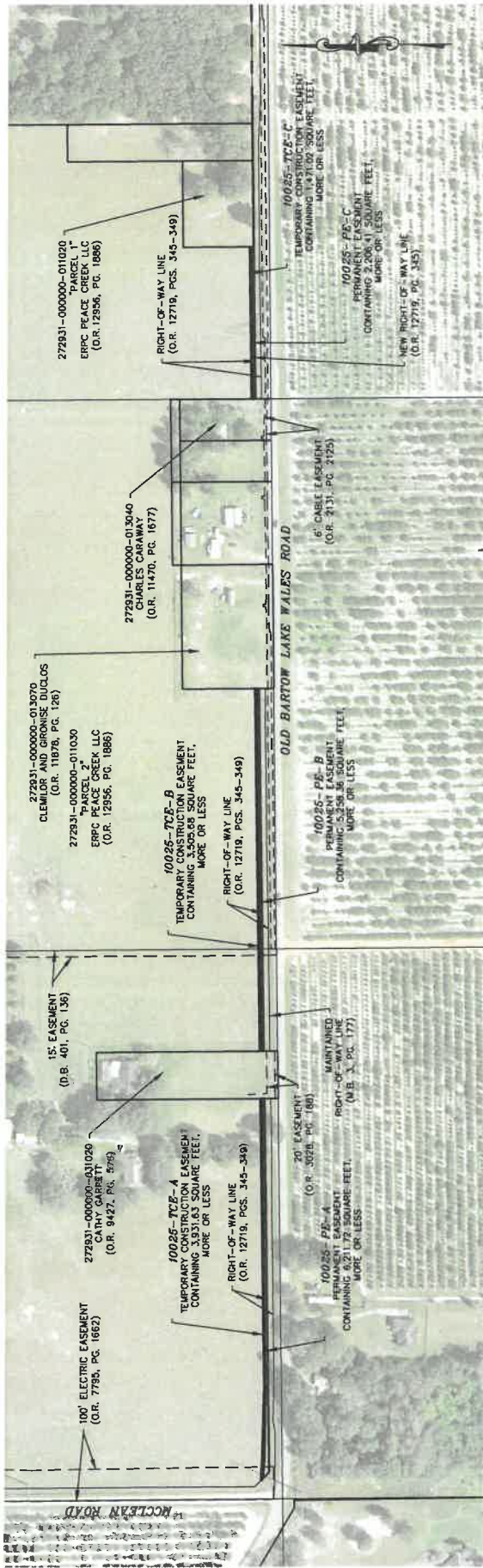
DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

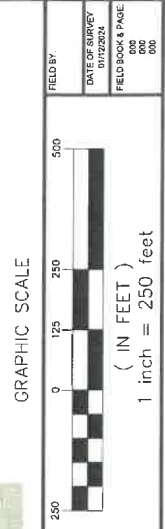
DATE: 01/09/2024

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EXHIBIT



CS PROJECT NUMBER:	8925.03
PARCEL NUMBER:	10025
DATE OF SURVEY:	01/12/2024
FIELD BOOK & PAGE:	000 000 000
SHEET NUMBER:	V-01



PRWC
ERPC PEACE CREEK LLC EXHIBIT



CHASTAIN SKILLMAN
205 EAST ORANGE STREET
LAUREL, MD, F. 21104-4611
(887) 646-1422
© 2024 CHASTAIN SKILLMAN, C.A. 060.002

NAME:	
DATE:	
DESCRIPTION:	

DESCRIPTION
10025-TCE-B

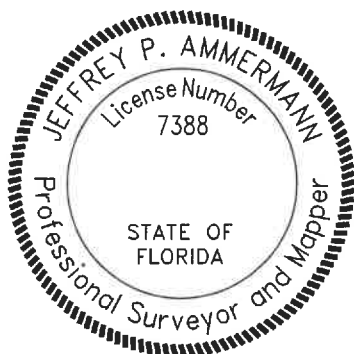
DESCRIPTION:

A parcel of land being a portion of "Parcel 2" as described in Official Records Book 12956, Pages 1886 through 1892, Public Records of Polk County, Florida, as located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 31; thence North 88°59'48" East, along the North line of said Northeast 1/4 of the Northwest 1/4, a distance of 31.00 feet to the East right-of-way line of McClean Road as described in Official Records Book 12719, Pages 345 through 349, Public Records of Polk County, Florida; thence South 00°27'53" East, along said East right-of-way line, 1191.10 feet; thence South 45°39'48" East, 49.33 feet to the North right-of-way line of Old Bartow Lake Wales Road as described in said Official Records Book 12719, Pages 345 through 349; thence North 89°08'17" East, along said North right-of-way line, 1021.27 feet to the intersection with the East line of a parcel described in Official Records Book 9421, Page 240, Public Records of Polk County, Florida; thence North 00°29'30" West, along said East line, 6.00 feet to the POINT OF BEGINNING; thence continue North 00°29'30" West, along said East line of parcel, 4.00 feet to the intersection with a line being 10.00 feet North of and parallel to said North right-of-way line of Old Bartow Lake Wales Road; thence North 89°08'17" East, along said parallel line, 876.42 feet to the intersection with the West line of a parcel described in Official Records Book 11878, Pages 126 through 127, Public Records of Polk County, Florida; thence South 00°24'42" East, along said West line, 4.00 feet to the intersection with a line being 6.00 feet North of and parallel to said North right-of-way line of Old Bartow Lake Wales Road; thence South 89°08'17" West, along said parallel line, 876.42 feet of to the POINT OF BEGINNING. Said parcel containing 3,505.68 square feet, more or less.

CERTIFICATION:

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



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2024.01.09
14:43:00 -05'00'

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

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

CS PROJECT: 8825.03
10025-TCE-B
SHEET NO. V-01

PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		
DRAWN BY: S. CHILDS	FIELD BOOK: — PAGE: —	DATE: 01/09/2024

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESMIS.dwg 10025-TCE B Jan 09, 2024 2:14pm by: jammermann

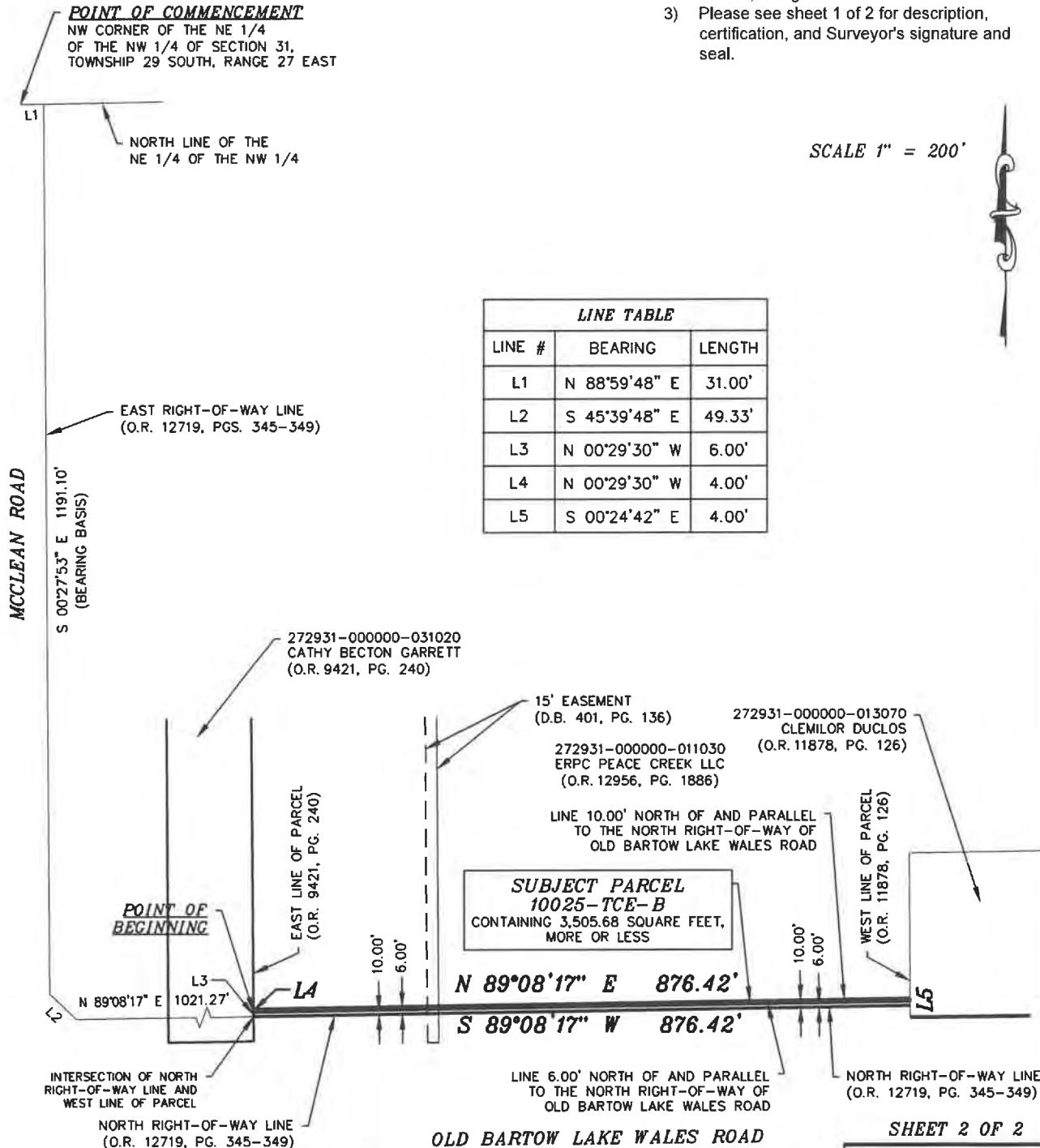
LEGEND:

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

DESCRIPTION SKETCH
10025-TCE-B

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East right of way line of McClean Road as described in Official Records Book 12719, Page 345-349, Public Records of Polk County, Florida, being South 00°27'53" East.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.



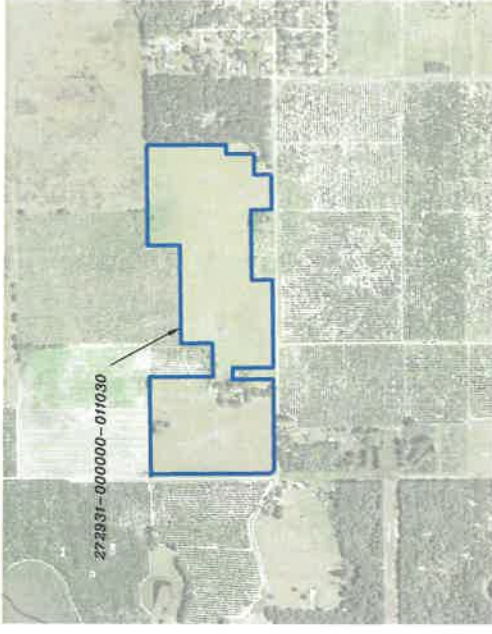
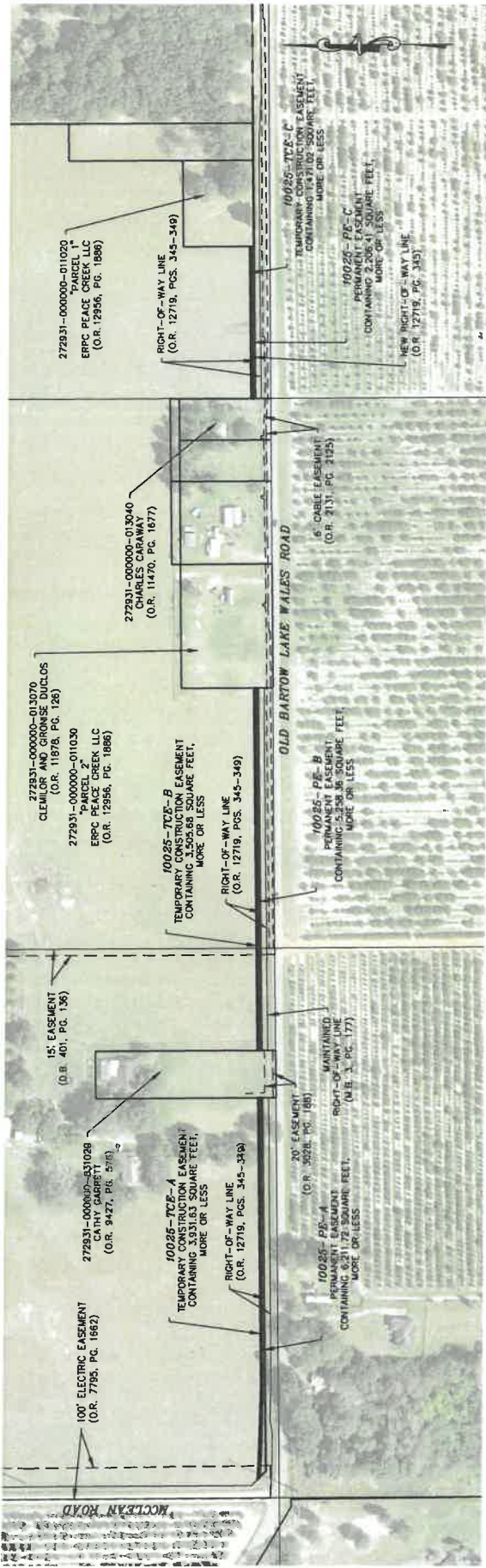
PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

DRAWN BY: S. CHILDS FIELD BOOK: — PAGE: — DATE: 01/09/2024

SHEET 2 OF 2
CS PROJECT: 8825.03
10025-TCE-B
SHEET NO. V-02

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESMIS.dwg 10025-TCE-B (2) Jan 09, 2024 2:14pm by jammerrmann

EXHIBIT



CS PROJECT NUMBER: 8925.03
PARCEL NUMBER: 10025
SHEET NUMBER: V-01

FIELD BY: 000
DATE OF SURVEY: 01/17/2024
FIELD BOOK & PAGE: 000 000



PRWC
ERPC PEACE CREEK LLC EXHIBIT

CHASTAIN SKILLMAN
206 EAST DRUMME STREET
LAKELAND, FL 33811-4611
(888) 686-1622
© 2023 CHASTAIN SKILLMAN, A CORP. FL

DATE
SCALE
DESCRIPTION

DESCRIPTION
10025-TCE-C

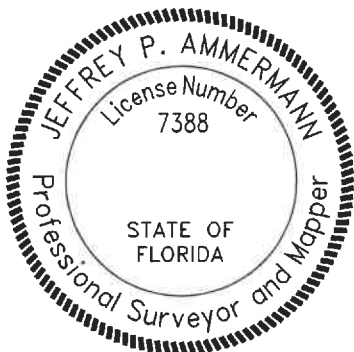
DESCRIPTION:

A parcel of land being a portion of "Parcel 2" as described in Official Records Book 12956, Pages 1886 through 1892, Public Records of Polk County, Florida, as located in Section 31, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 31; thence North 88°59'48" East, along the North line of said Northeast 1/4 of the Northwest 1/4, a distance of 31.00 feet to the East right-of-way line of McClean Road as described in Official Records Book 12719, Pages 345 through 349, Public Records of Polk County, Florida; thence South 00°27'53" East, along said East right-of-way line, 1191.10 feet; thence South 45°39'48" East, 49.33 feet to the North right-of-way line of Old Bartow Lake Wales Road as described in said Official Records Book 12719, Pages 345 through 349; thence North 89°08'17" East, along said North right-of-way line, 2597.70 feet to the intersection with the East line of a parcel described in Official Records Book 11470, Pages 1677 through 1678, Public Records of Polk County, Florida; thence North 00°31'19" West, along said East line, 6.00 feet to the POINT OF BEGINNING; thence continue North 00°31'19" West, along said East line, 4.00 feet to the intersection with a line being 10.00 feet North of and parallel to said North right-of-way line of Old Bartow Lake Wales Road; thence North 89°08'17" East, along said parallel line, 367.76 feet to the intersection with the West line of Parcel 1 as described in Official Records Book 12956, Pages 1886 through 1892, Public Records of Polk County, Florida; thence South 00°19'06" East, along said West line, 4.00 feet to the intersection with a line being 6.00 feet North of and parallel to said North right-of-way line of Old Bartow Lake Wales Road; thence South 89°08'17" West, along said parallel line, 367.75 feet to the POINT OF BEGINNING. Said parcel containing 1,471.02 square feet, more or less.

CERTIFICATION:

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



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2024.01.09
14:45:52 -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 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	10025-TCE-C
FIELD BOOK: — PAGE: — DATE: 01/09/2024	SHEET NO. V-01

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LEGEND:

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

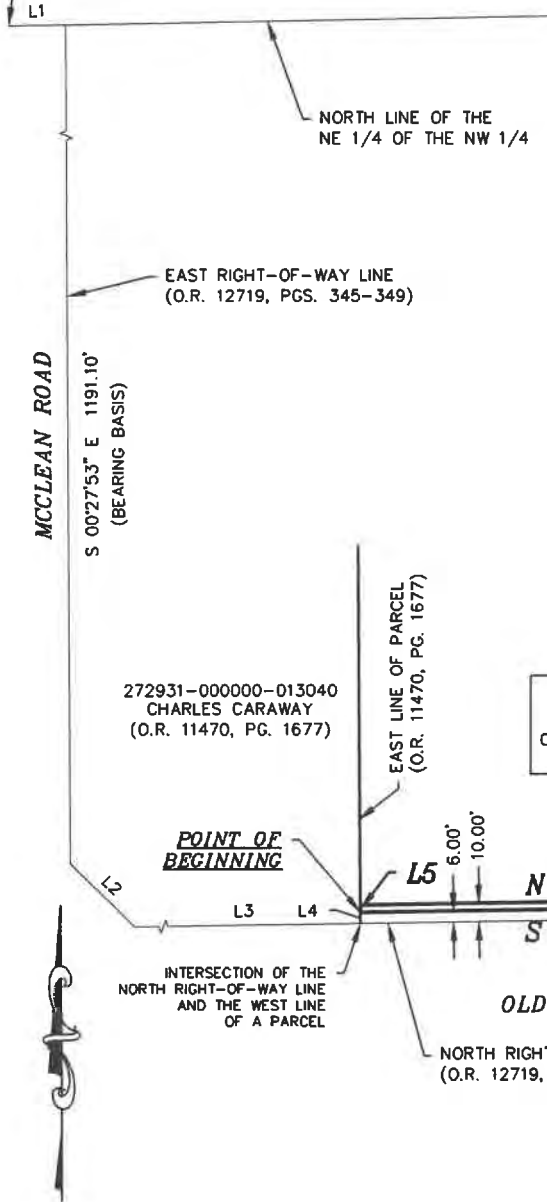
DESCRIPTION SKETCH
10025-TCE-C

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East right of way line of McMclean Road as described in Official Records Book 12719, Page 345-349, Public Records of Polk County, Florida, being South 00°27'53" East.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

POINT OF COMMENCEMENT

NW CORNER OF THE NE 1/4
OF THE NW 1/4 OF SECTION 31,
TOWNSHIP 29 SOUTH, RANGE 27 EAST



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 88°59'48" E	31.00'
L2	S 45°39'48" E	49.33'
L3	N 89°08'17" E	2597.70'
L4	N 00°31'19" W	6.00'
L5	N 00°31'19" W	4.00'
L6	S 00°19'06" E	4.00'

SCALE 1" = 200'

SHEET 2 OF 2

CS PROJECT: 8825.03

10025-TCE-C

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: 01/09/2024

P:\882503\CAD\Survey\KEY SHEET 2\7-OLD BARTOW-LAKE WALES\882503-SCC-2023-08-21-ESMITS.dwg 10025-TCE C (2) Jan 09, 2024 2:22pm by: jammerrmorn

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.

Agenda Item H.6.

1/24/2024

SUBJECT

Adopt Resolution 2024-04 to Amend Resolution 2023-33 Parcel Resolution of Necessity to Acquire Specific Parcels to Replace the Sketches and Legal Descriptions for Parcels 5077-PE and 5077-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 2024-04 amends Resolution 2023-33 to correct the sketches and legal description for Parcels 5077-PE and 5077-TCE due to an adjustment in the transmission line location. 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 2024-04 to Amend Resolution 2023-33 Parcel Resolution of Necessity to Acquire Specified Parcels to Replace the Sketches and Legal Descriptions for Parcels 5077-PE and 5077-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 2024-04

**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 (5077-PE) and (5077-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 this Resolution shall amend Cooperative Resolution 2023-33 so as to replace all reference in said resolution to Parcels (5077-PE) and (5077-TCE), including the Legal Descriptions contained in **Exhibits "A" and "C."**

Section 7. 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 24th day of January, 2024

Southeast Wellfield Project Board of the Polk Regional Water Cooperative:

Chair

Secretary/Treasurer

Approved as to Form:

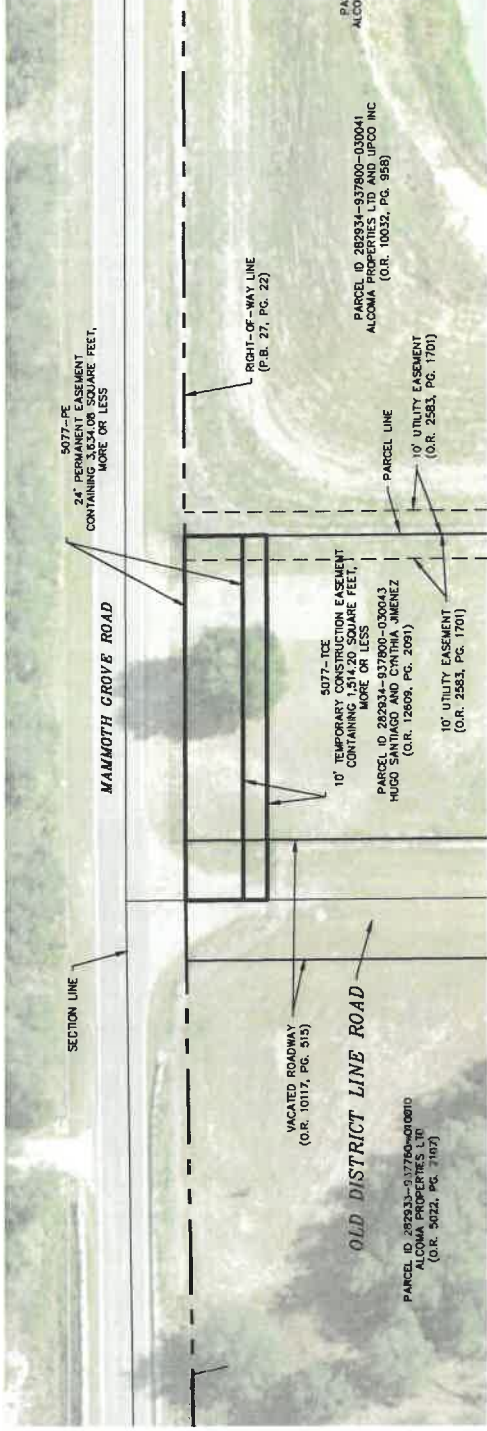
Edward P. de la Parte
Legal Counsel

EXHIBIT A

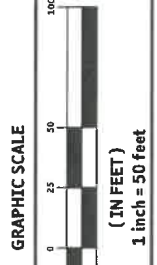
Nonexclusive Permanent Easement Legal Descriptions

[See Attached 2 Pages]

EXHIBIT



CS PROJECT NUMBER: 8825.03	FIELD BY:
PARCEL NUMBER: 5077	DATE: 08/17/2023
SHEET NUMBER: V-01	FIELD BOOK & PAGE: 000 000



PRWC
HUGO SANTIAGO AND CYNTHIA JIMENEZ EXHIBIT



CHASTAIN SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKE CLAY, FL 34461
(888) 658-5482
© 2023 CHASTAIN SKILLMAN CA 160.297

NUMBER	DATE	DESCRIPTION

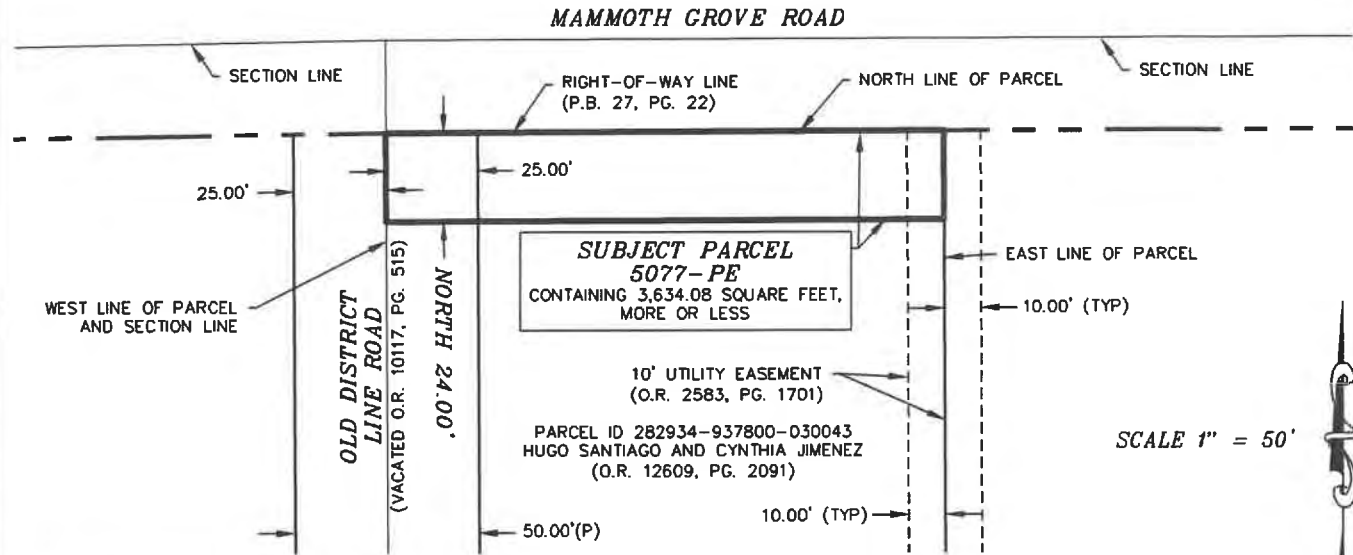
LEGEND:

- P = PLAT
- 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
PARCEL 5077-PE

NOTES:

- 1) This is not a Boundary survey.



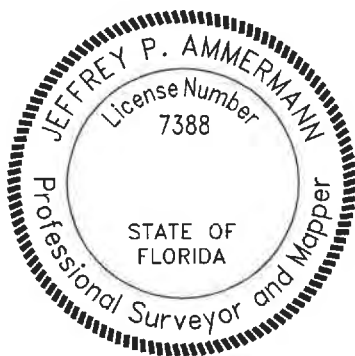
DESCRIPTION:

A parcel of land being a portion of Lot 4, and the East 1/2 of the vacated right-of-way for Old District Line Road, of the MAMMOTH GROVE SUBDIVISION as recorded in Plat Book 27, Page 22, described in Official Records Book 12609, Page 2091, in the Northwest 1/4 of Section 34, Township 29 South, Range 28 East, Public Records of Polk County, Florida, being more particularly described as follows:

The North 24.00 feet of said parcel. Said parcel containing 3,634.08 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: 2023.08.17
12:37:59 -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

5077-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: 08/17/2023

p:\882503\CAD\Survey\KEY SHEET 1\19-MAMMOTH GROVE ROAD\882503-SCC-2023-07-05-MG ESMT.dwg 5077-PE Aug 17, 2023 12:36pm by: schlds

EXHIBIT B

Nonexclusive Permanent Easement

[See Attached 2 Page]

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

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

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

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

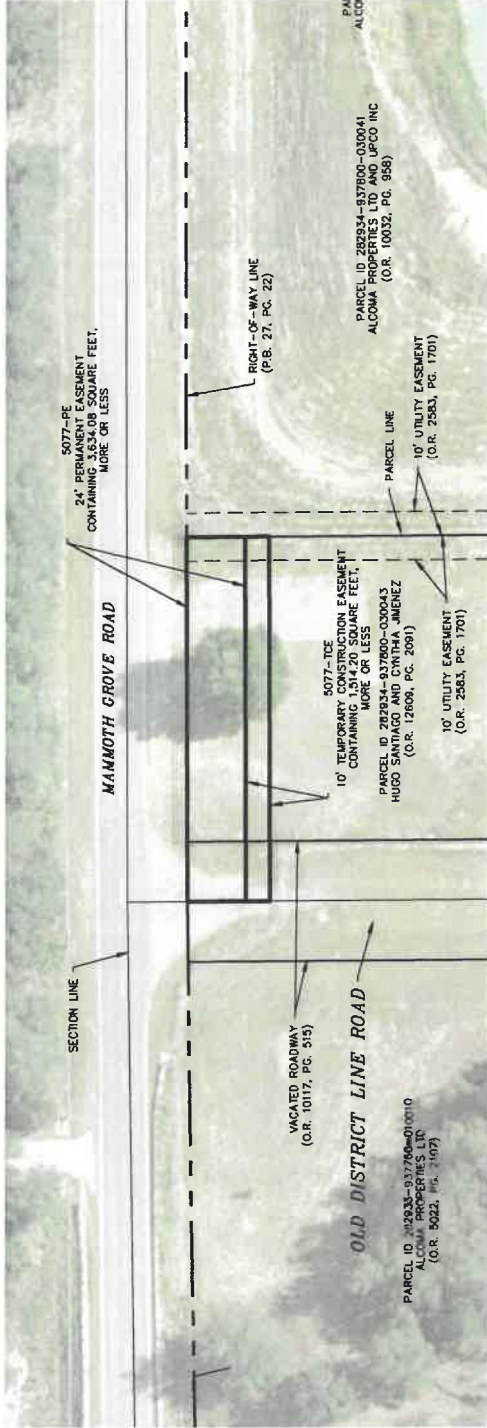
responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good or better condition that existed prior to the disturbance activity by PRWC.

EXHIBIT C

Nonexclusive Temporary Construction Easement Legal Descriptions

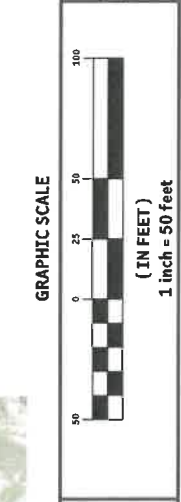
[See Attached 2 Pages]

EXHIBIT



CS PROJECT NUMBER:	8825-03
PARCEL NUMBER:	5077
SHEET NUMBER:	V-01

FIELD BY:	
DATE:	08/17/2023
FIELD BOOK & PAGE:	000 000 000



PRWC
HUGO SANTIAGO AND CYNTHIA JIMENEZ EXHIBIT



CHASTAIN SKILLMAN
200 EAST ORANGE STREET
LAUREL, MD 21045
(410) 526-1402
© 2023 CHASTAIN SKILLMAN C.P. No. 378

DATE:	
DESCRIPTION:	

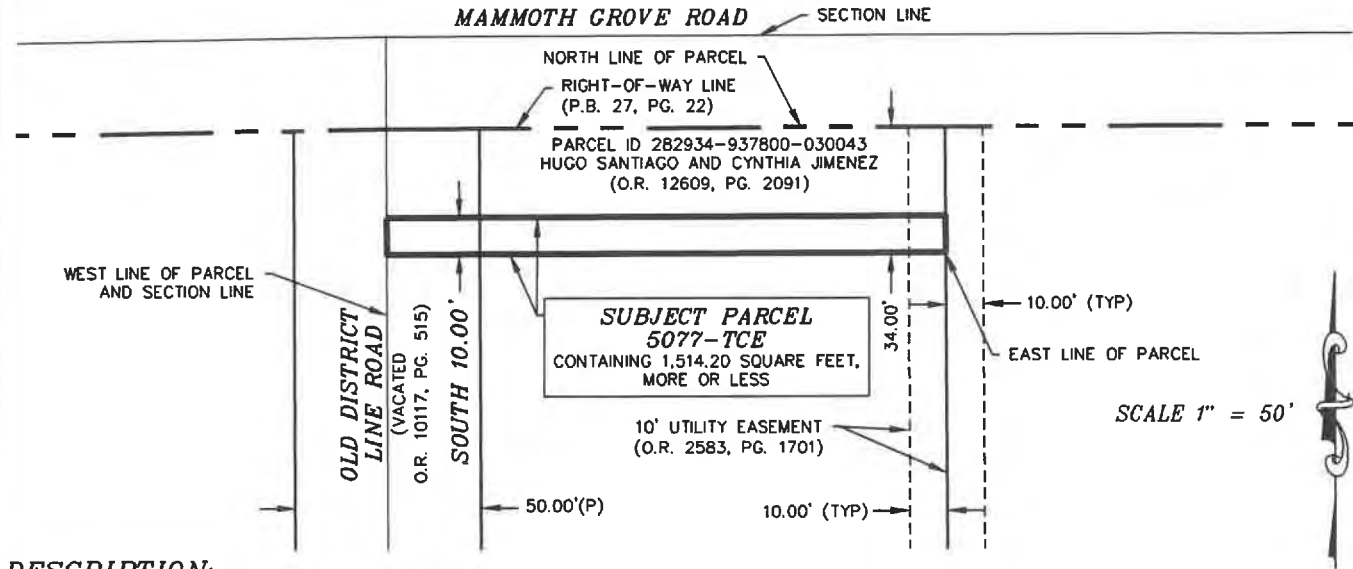
LEGEND:

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- 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
PARCEL 5077-TCE

NOTES:

- 1) This is not a Boundary survey



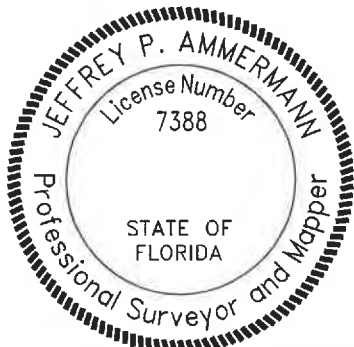
DESCRIPTION:

A parcel of land being a portion of Lot 4, and the East 1/2 of the vacated right-of-way for Old District Line Road, of the MAMMOTH GROVE SUBDIVISION as recorded in Plat Book 27, Page 22, described in Official Records Book 12609, Page 2091, in the Northwest 1/4 of Section 34, Township 29 South, Range 28 East, Public Records of Polk County, Florida, being more particularly described as follows:

The South 10.00 feet of the North 34.00 feet of said parcel. Said parcel containing 1,514.20 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: 2023.08.17
12:39:11 -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 1

CS PROJECT: 8825.03

5077-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: 08/17/2023

P:\882503\CAD\Survey\KEY SHEET 1\19-MAMMOTH GROVE ROAD\882503-SCC-2023-07-05-MG ESM1.dwg 5077-TCE Aug 17, 2023 11:24am by: schlds

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.

Agenda Item H.7.

1/24/2024

SUBJECT

Adopt Resolution 2024-05 to Amend Resolution 2023-29 Parcel Resolution of Necessity to Acquire Specific Parcels to replace the Sketches and Legal Description for Parcels 5054-PE and 5054-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 2024-05 amends Resolution 2023-29 to correct the sketches and legal description for Parcels 5054-PE and 5054-TCE due to an adjustment in the transmission line location. 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 2024-05 to Amend Resolution 2023-29 Parcel Resolution of Necessity to Acquire Specified Parcels to Replace the Sketches and Legal Descriptions for Parcels 5054-PE and 5054-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 2024-05

**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 (5054-PE) and (5054-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 this Resolution shall amend Cooperative Resolution 2023-29 so as to replace all reference in said resolution to Parcels (5054-PE) and (5054-TCE), including the Legal Descriptions contained in **Exhibits "A," and "C."**

Section 7. 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 24th day of January, 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

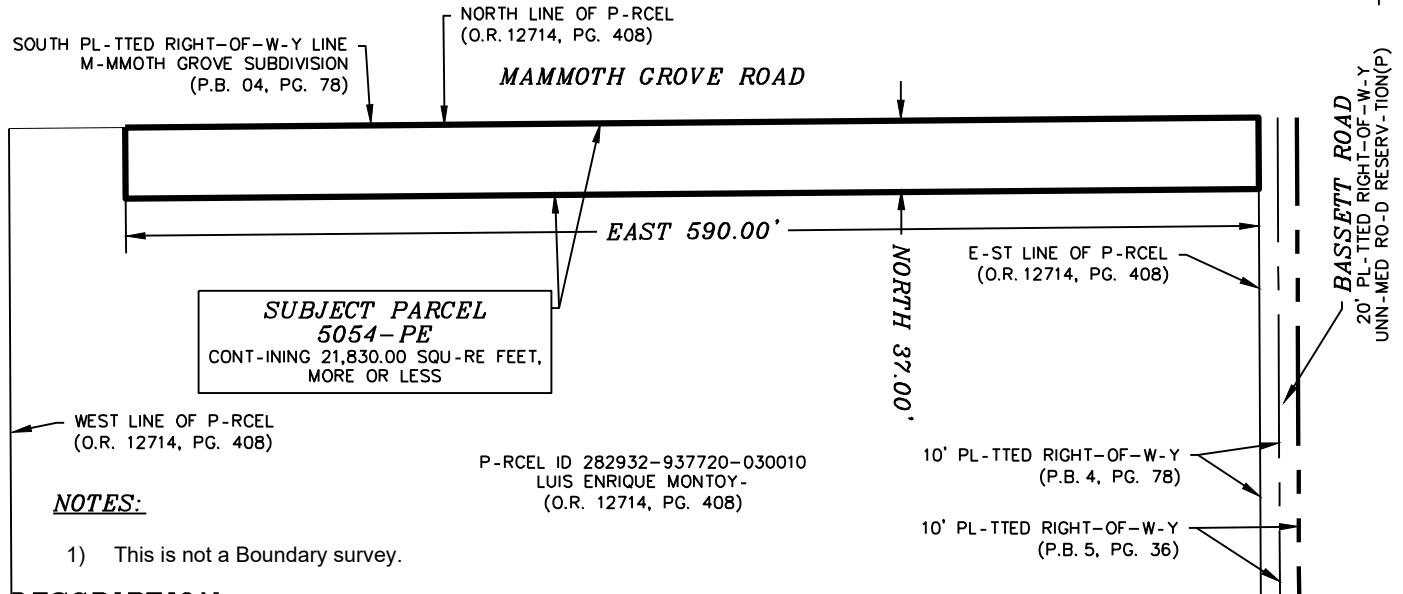
[See Attached 2 Pages]

LEGEND:

- P.B. = PL-T BOOK
- PG. = P-GE
- O.R. = OFFICI-L RECORDS BOOK
- M.B. = M-P BOOK
- PE = PERM-NENT E-SEMENT
- TCE = TEMPOR-RY CONSTRUCTION E-SEMENT

DESCRIPTION AND SKETCH
PARCEL 5054-PE

SCALE 1" = 100'



NOTES:

- 1) This is not a Boundary survey.

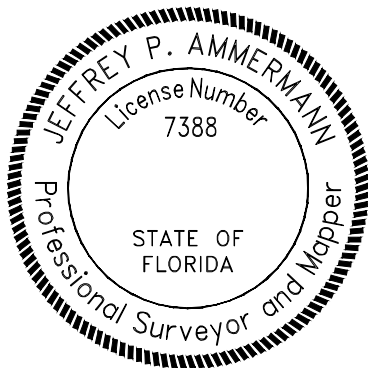
DESCRIPTION:

parcel of land being a portion of Lot 1 of MAMMOTH GROVE SUBDIVISION as recorded in Plat Book 4, Page 78, described in Official Records Book 12714, Page 408, in the Northwest 1/4 of Section 32, Township 29 South, Range 28 East, Public Records of Polk County, Florida, being more particularly described as follows:

The North 37.00 feet of the East 590.00 feet of said parcel. Said parcel containing 21,830.00 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: 2023.11.08
15:10:46 -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

5054-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

P:\882503\CAD\Survey\KEY SHEET 1\19-MAMMOTH GROVE ROAD\882503-SCC-2023-07-05-MG ESMT.dwg 5054-PE Nov 08, 2023 2:42pm by: schilds

EXHIBIT B

Nonexclusive Permanent Easement

[See Attached 2 Page]

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

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

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

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

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

EXHIBIT C

Nonexclusive Temporary Construction Easement Legal Descriptions

[See Attached 2 Pages]

LEGEND:

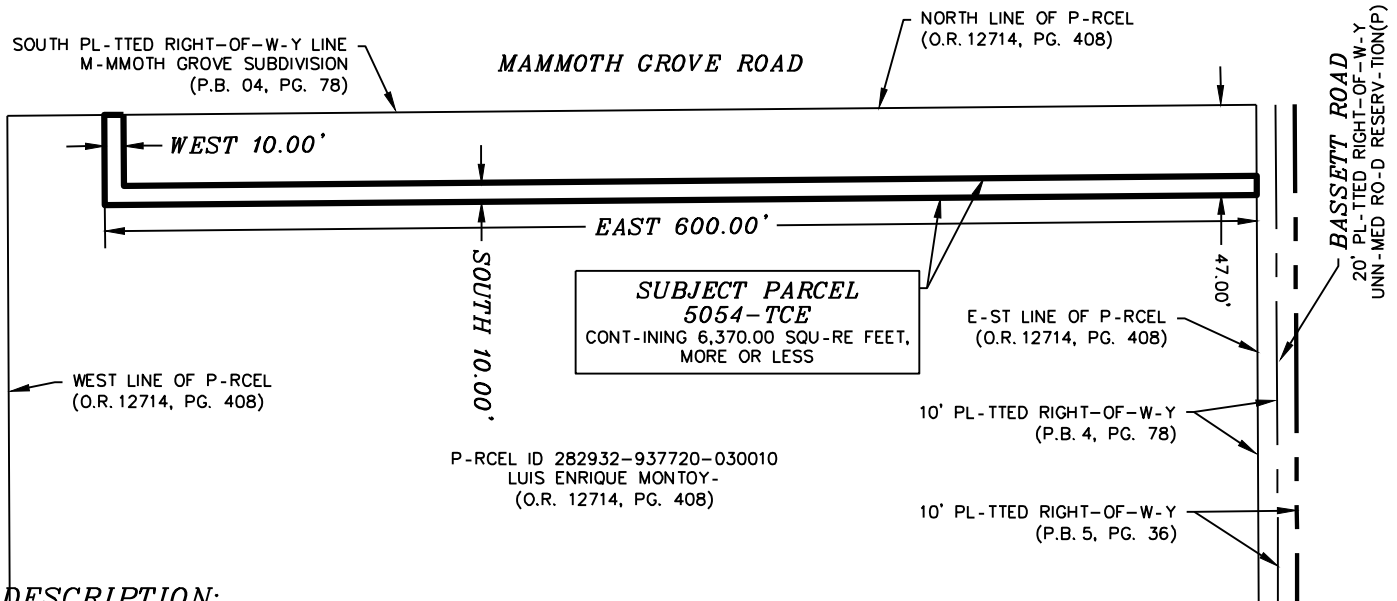
- P.B. = PL-T BOOK
- PG. = P-GE
- O.R. = OFFICI-L RECORDS BOOK
- M.B. = M-P BOOK
- PE = PERM-NENT E-SEMENT
- TCE = TEMPOR-RY CONSTRUCTION E-SEMENT

DESCRIPTION AND SKETCH
PARCEL 5054-TCE

SCALE 1" = 100'

NOTES:

- 1) This is not a Boundary survey.



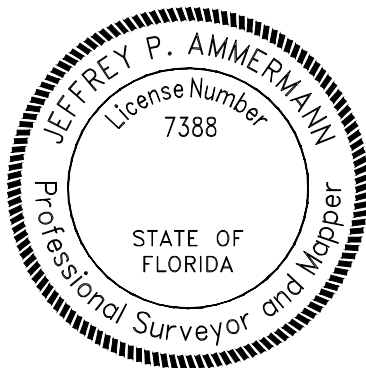
DESCRIPTION:

. parcel of land being a portion of Lot 1 of MAMMOTH GROVE SUBDIVISION as recorded in Plat Book 4, Page 78, described in Official Records Book 12714, Page 408, in the Northwest 1/4 of Section 32, Township 29 South, Range 28 East, Public Records of Polk County, Florida, being more particularly described as follows:

The South 10.00 feet of the North 47.00 feet of the East 590.00 feet and the West 10.00 feet of the East 600.00 feet of said parcel. Said parcel containing 6,370.00 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: 2023.11.08
15:10:46 -05'00'

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

CS PROJECT: 8825.03

5054-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: 11/08/2023

2: \882503\CAD\Survey\KEY SHEET 1\19-MAMMOTH GROVE ROAD\882503-SCC-2023-07-05-MG ESWT.dwg 5054-TCE Nov 08, 2023 2:42pm by: schlds

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.

Agenda Item H.8.

1/24/2024

SUBJECT

Adopt Resolution 2024-06 to Amend Resolution 2023-33 Parcel Resolution of Necessity to Acquire Specific Parcels to Remove Parcels 5095-PE and 5095-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 2024-06 amends Resolution 2023-33 to remove Parcels 5095-PE and 5095-TCE due to an adjustment in the transmission line location. These parcels are no longer needed to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects. This resolution constitutes a Parcel Resolution for the SELFA WPF raw water transmission line and SETM finished water pipeline projects.

RECOMMENDATION

Adopt Resolution 2024-06 to Amend Resolution 2023-33 Parcel Resolution of Necessity to Acquire Specified Parcels to remove Parcels 5095-PE and 5095-TCE.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Mark Addison

Ed de la Parte

POLK REGIONAL WATER COOPERATIVE

Resolution 2024-06

**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, on November 15, 2023 the Cooperative Board approved Resolution 2023-33, which authorized the acquisition of Parcels 5095-PE and 5095-TCE, as more specifically described in said resolution; and

WHEREAS, the Cooperative wishes to amend Resolution to delete Parcels 5095-PE and 5095-TCE and all associated documents contained in **Exhibits “A” and “C”** to said resolution.

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 2023-33 is amended to remove Parcels (5095-PE) and (5095-TCE) and all associated documents contained in **Exhibits “A,” and “C”** to said resolution.

Section 3. The remainder of Cooperative Resolution 2023-33 as it relates to Parcels (5077-PE) and (5077-TCE) shall remain in full force and effect.

Section 4. That this Resolution shall take effect immediately upon its adoption.

Section 5. 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 24th day of January, 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

Agenda Item I.1.

1/24/2024

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

Agenda Item I.2.

1/24/2024

SUBJECT

Approval to Defer the Determination of Final Points of Connection for the West Polk Project (Action)

DESCRIPTION

Section 12.1 of the July 13, 2022 Second Amended and Restated Implementation Agreement requires that the Points of Connection (POC's) and the location of meters used for the delivery of Project Water to the Project Participants be identified by the Cooperative no later than January 1, 2023. At the January 18, 2023 Board of Directors meeting, the Board approved deferring the identification of the POC's until January 1, 2024.

Because the final design of the West Project is still on-going, the Cooperative has not identified the final POC's for the West Polk Project Participants. Therefore, staff request to defer the determination of final points of connection and meter locations for an additional year, or until January 1, 2025. If the final POC's are determined prior to January 1, 2025, staff will request the Board approve those POC's when determined.

RECOMMENDATION

Approval to defer the determination of final points of connection for the West Polk Project until January 1, 2025.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Eric DeHaven