



Polk Regional Water Cooperative Meeting

Agenda - Final

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

Join Zoom Meeting
[https://us02web.zoom.us/j/88445749820?](https://us02web.zoom.us/j/88445749820?pwd=WDAwak52RUY4aINGanZHNHF1Y01TQT09)
pwd=WDAwak52RUY4aINGanZHNHF1Y01TQT09 Meeting ID: 884 4574 9820
Passcode: 501743

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- A. Call To Order - 2:00 p.m.**
- B. Recognition of new primary/alternate appointees of members**
- C. Agenda Revisions**
- D. Public Comments (Limited to 3 minutes)**
- E. Consent Items**
 - E.1. Approve May 2024 BOD Regular Meeting Minutes (Action) *Page 4*
 - E.2. Authorization to Submit the Annual SWFWMD Cooperative Funding Agreement Program Applications for the Southeast and West Polk Wellfield Projects for FY2026 (Action) *Page 10*
 - E.3. Approve the Revised PRWC Conservation Project Implementation Agreement (Action) *Page 11*
 - E.4. Heartland Headwaters Act Member Agreement Amendments (Action) *Page 56*
 - E.5. Approve Amendment 2 to FDEP Standard Grant Agreement LPA0251 using Heartland Headwaters Act Funding for the West Polk Project (Action) *Page 74*
 - E.6. Approve Contract Amendment with Youngquist Brothers Drilling, Inc. for Construction of the Southeast Wellfield Injection Well #1 (Action) *Page 80*
- F. Regular BOD Items**
 - F.1. Southwest Florida Water Management District Update on Central Florida Water Initiative (Information) *Page 84*
 - F.2. Preliminary PRWC Administrative Budget and Conservation Budget - FY2025 (Information) *Page 85*

F.3. Heartland Headwater Act Fund Allocation and Project Applications (Action) *Page 90*

F.4. Approve the Agreement with the Selected Respondent to Provide Municipal Financial Advisory Services to the PRWC (Action) *Page 93*

G. Recess Regular BOD/Commence Combined Projects BOD

G.1. Preliminary Combined Projects Budget - FY2025 (Information) *Page 108*

H. Recess Combined Projects BOD/Commence West Polk BOD

H.1. Preliminary West Polk Wellfield Project Budget - FY2025 (Information) *Page 110*

H.2. Approve Change Order to the Youngquist Brothers Drilling, Inc. Contract for the Construction of West Polk Wellfield Injection Well #1 (Action) *Page 112*

H.3. Update on West Polk Wellfield Project (Information) *Page 118*

I. Recess West Polk BOD/Commence Southeast Wellfield BOD

I.1. Preliminary Southeast Wellfield Project Budget (Information) *Page 119*

I.2. Update on Southeast Wellfield Project (Information) *Page 121*

I.3. Adopt Resolution 2024-21 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #13A) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action) *Page 122*

I.4. Adopt Resolution 2024-22 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #13B) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action) *Page 178*

J. Recess Southeast Wellfield BOD/Commence Regular BOD

K. Open Discussion

L. Chair / Executive Director Report

M. Recess Regular BOD/Reconvene Southeast Wellfield BOD

- M.1. Private Attorney-Client Session Concerning the Following Cases: Polk Regional Water Cooperative v. John Beck, et. al., Case No. 2023-CA-004769 (Tenth Judicial Circuit Court - Polk County, Florida); and, Rolling Meadows Ranch Groves, LLC v. Polk Regional Water Cooperative, Case No. 6D23-4325 (Florida 6th District Court of Appeal).

The Cooperatives attorney has requested that the Board hold a private attorney-client session at the end of the Southeast Wellfield Project Board of Directors meeting scheduled for July 24, 2024 at 2:00 P.M. The Board will convene the Regular meeting at 2:00 P.M. and, at the conclusion of the Southeast Board of Directors meeting, recess to the private session. At the conclusion of the private session the Chairman will re-open the Southeast Board of Directors meeting, announce termination of the private session, and adjourn the Southeast Board of Directors meeting and the Regular Meeting.

When recessing the Southeast Board of Directors meeting to the private session the Chairman will announce the following:

The Board is commencing a private attorney-client session, as authorized by Section 286.011(8), Florida Statutes to discuss pending litigation and to seek advice from the Board. The estimated length of the session is one hour. The names of the persons attending the session are members of the Southeast Wellfield Project Board of Directors (or alternates) including Chairman Nathaniel Birdsong (Winter Haven), Vice-Chairman Keith Cowie (Auburndale) Trish Pfeiffer (Bartow), Brynn Summerlin (Davenport), Bert Goddard (Dundee), Randy Billings (Eagle Lake), Morris West (Haines City), Mac Fuller (Lake Alfred), Mike Kehoe (Lake Hamilton), Bill Mutz (Lakeland), George Lindsey (Polk County), as well as Executive Director Eric DeHaven, General Counsel Ed de la Parte, Attorney Nick Porter, Attorney Deborah Ruster, and Attorney Shelton Rice.

N. Recess Southeast Wellfield BOD/Reconvene Regular BOD

O. 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.

Agenda Item E.1.

7/24/2024

SUBJECT

Approve May 2024 BOD Regular Meeting Minutes (Action)

DESCRIPTION

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

- Regular PRWC BOD meeting - May 15, 2024

RECOMMENDATION

Recommend approval of minutes for referenced meeting.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Eric DeHaven

PRWC BOD MEETING MINUTES
POLK REGIONAL WATER COOPERATIVE
May 15, 2024 – 2:00PM

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

Join Zoom Meeting
<https://us02web.zoom.us/j/87878328287?pwd=VW1lQklxeXMwaHlIWTVVc3V3eWI6QT09>
Meeting ID: 878 7832 8287
Passcode: 552494
One tap mobile
+13052241968, 87878328287

Member Governments in Attendance:

<u>Member Government</u>	<u>Representative</u>
City of Auburndale	Commissioner Alex Cam, Alternate
City of Bartow	Mayor Trish Pfeiffer, Primary
City of Davenport	Mayor Brynn Summerlin, Primary
City of Dundee	Commissioner Bert Goddard, Primary
City of Eagle Lake	Absent
City of Fort Meade	Absent
City of Frostproof	Absent
City of Haines City	Vice-Mayor Morris West, Primary
City of Lake Alfred	Absent
Town of Lake Hamilton	Mayor Mike Kehoe, Primary
City of Lake Wales	Absent
City of Lakeland	Mayor Bill Mutz, Primary (Vice Chair)
City of Mulberry	Absent
City of Polk City	Absent
City of Winter Haven	Mayor Nathaniel Birdsong, Primary (Secretary/Treasurer)
Polk County	Commissioner George Lindsey, Primary (Chair)

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

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

B. Recognition of new primary/alternate appointees of members

C. Agenda Revisions

Eric DeHaven made one agenda revision for the West Polk Board to hold elections for Secretary/Treasurer temporary for this meeting.

D. Public Comments (Limited to 3 minutes)

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

E. Consent Items

E.1. Approve March 2024 BOD Regular Meeting Minutes

Chairman Lindsey asked for a motion to approve the Consent Agenda

Motion to approve March 2024 BOD Regular Meeting Minutes was made by **Commissioner West**, seconded by **Mayor Kehoe**. Motion was unanimously approved.

F. Regular BOD Items

F. 1. Legislative Update - Heartland Headwaters Protection & Sustainability Act

Mr. DeHaven indicated a legislative summary was provided in the Board packet by Anfield Consulting. Water projects have received an allocation of \$410.4 million. The PRWC- Heartland Protection Sustainability Act has been granted \$2,614,379. The allocation of this funding is pending and will be discussed at the July Board of Directors meeting. Additionally, PRWC has been awarded \$13 million in AWS grant funding for the Southeast Wellfield Project.

F.2. Executive Director Contract Amendment

Mr. De la Parte provided an overview of the Executive Director contract and annual performance review of the Executive Director with a current annual compensation of \$120,750. The board is requested to approve a 5% salary increase for **Mr. DeHaven**, resulting in a revised annual compensation of \$126,788.

Motion to approve Executive Director Contract Amendment made by **Mayor Birdsong**, seconded by **Mayor Pfeiffer**. Motion was unanimously approved.

G. Recess Regular BOD/Commence Combined Projects BOD.

G.1 Completion of Southeast Wellfield Test Production Well #3

Mr. Scott Manahan provided a summary on the completion of the SE Wellfield Test Production well #3. Testing indicated consistent results with other test wells constructed for the SE project. The next steps involve finalizing the report and converting the test well into production Well-12, with no changes to the RO treatment design. Additionally, the acquisition of the remaining wells is to be completed.

G.2 Adopt Resolution 2024-13 to Approve the Second Amendment to FDEP SRF Loan DW 532000 for the Combined Projects

Mr. DeHaven presented an overview of Resolution 2024-13, which pertains to the approval of the Second Amendment to the FDEP SRF Loan DW532000 for the Combined Projects. The total amount of the SRF Loan DW 532000 is \$13,624,440 and will be allocated to finance SE TPW #3 (completed) and WP TPW #2 (set to commence in the fall of 2025). The second amendment does not alter the cost, but rather extends the timeline. Specifically, it extends the initial payment deadline from February 15, 2025, to August 15, 2027.

Motion to adopt Resolution 2024-13 made by **Mayor Summerlin** seconded by **Mayor Kehoe**. Motion was unanimously approved.

H. Recess Combined Projects BOD/Commence Southeast Wellfield BOD

Mayor Birdsong called to order the Southeast Wellfield BOD meeting. **Mr. DeHaven** provided updates regarding the officers on the board, noting that two officers were missing and there will be an inability to execute documents approved today without a Secretary/Treasurer in attendance. **Mr. DeHaven** requested the board to conduct an election for a temporary Secretary to ensure that all documents could be signed. It was specified that the temporary election would be for this meeting only.

Chairman Lindsey nominated **Mayor Mutz** to serve as temporary Secretary, which was seconded by **Mayor Pfeiffer**. Motion was unanimously approved.

H.1. Adopt Resolution 2024-14 to Approve the Second Amendment to FDEP SRF Loan DW 532001 for the Southeast Wellfield Project

Mr. DeHaven delivered a short presentation on Resolution 2024-14, pertaining to the approval of the Second Amendment to the FDEP SRF Loan DW532001 for the combined projects. The total amount of the SRF Loan DW 532001 stands at \$22,906,290 and is intended to finance final design services for the Southeast Wellfield project. The second amendment does not modify the cost but rather extends the timeline, particularly pushing the initial payment deadline from September 15, 2024, to September 15, 2025.

Motion to adopt Resolution 2024-14 made by **Vice-Mayor West**, seconded by **Mayor Kehoe**. Motion was unanimously approved.

H.2. Update on Southeast Wellfield Project

Mr. Mark Addison provided an update on the SE Wellfield Project. The construction and testing of TPW #3 have been successfully completed as earlier described by **Mr. Manahan**. The approved contract amount totaled \$3,697,690, while the final contract amounted to \$3,573,060, resulting in a favorable outcome of being \$124,630 under budget. Site acquisition has been finalized for Well Nos. 10 and 11 and is currently in progress for Well Nos. 9 and 14. Furthermore, Injection Well-1 has been almost completed. It is anticipated that the design of the project will reach 90% completion by June 2024. **Mrs. Mary Thomas** has provided supplementary details and a video representation concerning the conversion of Site 1 to a steel building. The rationale behind this modification is to prioritize functionality over aesthetics and to furnish a more efficient facility. Mrs. Thomas also provided an overall site layout video. **Mr. DeHaven** noted that it was important that the Board see the video renderings to understand how the facility will look. **Chairman Lindsey** indicated he favored function over fashion so was comfortable with the renderings.

Mr. Addison indicated the design is currently nearing 90% completion, with ongoing design review meetings in place. The housing development projects are posing challenges to easement acquisition as development is happening at a brisk pace. It is important that members work with the PRWC design team to coordinate new developments with the transmission main routing to minimize changes in the line routing to maintain project costs. The construction cost estimate based on the 90% design is expected to be available in August and there are 6 construction packages. Each package will have a Guaranteed Maximum Price (GMP) developed, and the bidding process will be staggered to enable local contractors to bid on multiple segments. GMP-2 for construction packages 1 and 6 is expected to be finalized and ready for the Board to review in September 2024.

Mr. DeHaven emphasized the need for better coordination regarding land development. The PRWC has had to make changes to the pipeline design due to development. **Mr. DeHaven** asked members to provide us contact information of City staff that are knowledgeable on the new development locations. **Chairman Lindsey** reiterated this was important to save us all money and time. **Mayor Kehoe** noted concerns associated with Detour Road that was closed. **Mr. Addison** noted that PRWC is planning to begin construction in that area in July and did not anticipate the need for long-term road closures. Temporary closures were possible. **Chairman Lindsey** noted it was important to talk with developers to obtain donated easements if possible. **Mr. DeHaven** indicated the transmission line location is available on the PRWC website through an interactive map application.

Mr. Addison continued with projected Board dates for the GMP's based on the land acquisition process. Land acquisition is the critical element impacting the project schedule. Acquisitions for all segments are currently in progress, with segments 5, 6, 7, and 10 undergoing the permitting process. He provided an update on the easement acquisition schedule and a summary slide on status. He also provided an update on the South Florida WMD on the permit modification.

H.3. Adopt Resolution 2024-15 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #12A) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line

Projects (Action)

H.4. Adopt Resolution 2024-16 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #12B) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)

H.5. Adopt Resolution 2024-17 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #12C) to Implement the Southeast Lower Floridan Aquifer

Mark Addison presented an update on the current parcel resolutions and the locations of the parcels being considered of the parcels.

Motion to adopt Resolutions 2024-15, 2024-16, 2024-17 was made by **Mayor Mutz**, and seconded by **Mayor Kehoe**. Motion was unanimously approved.

H.6. Adopt Resolution 2024-18 to Amend Resolution 2024-10 Parcel Resolution of Necessity to Acquire Specific Parcels to Replace the Sketches and Legal Description for Parcels 10045-PE and 10045-TCE

Eric DeHaven indicated this resolution was needed to update the property owner's name and the language pertaining to the permanent easement.

Motion to adopt Resolution 2024-18 made by **Mayor Kehoe** and seconded by **Chairman Lindsey**. Motion was unanimously approved.

H.7. Adopt Resolution 2024-19 to Amend Resolution 2023-16 Parcel Resolution of Necessity to Acquire Specific Parcels to Remove Parcels 3059-TCE and 3066-TCE

Eric DeHaven provided information on this resolution. Two parcels, both temporary construction easements, are to be removed from the original resolution due to a conflict with Peterson and Myers representation following a change in ownership.

Motion to adopt Resolution 2024-19 made by **Mayor Kehoe**, seconded by **Chairman Lindsey**. Motion was unanimously approved.

H.8. Adopt Resolution 2024-20 to Amend Resolutions 2024-01, 2024-03, and 2024-09 Parcel Resolutions of Necessity to Acquire Specific Parcels to Update the Permanent Easement Terms

Eric DeHaven provided a quick overview of this resolution to adjust the permanent easement terms.

Motion to adopt Resolution 2024-20 made by **Mayor Kehoe**, seconded by **Chairman Lindsey**. Motion was unanimously approved.

H.9. Approve the Stipulated Final Judgement with PH Citrus, LLC for PRWC Parcel Number 5038 Permanent and Temporary Construction Easements

Eric DeHaven presented an overview of the Stipulated Final Judgement: The PRWC has reached an agreement on compensation to PH Citrus for transmission line easements. The PRWC appraised value of the easements is \$106,150. The negotiated cost for the easements is \$223,325 with additional attorney fees of \$38,733.75 for a total settlement amount of \$262,058.75. **Mr. DeHaven** reviewed the reasons for recommending the settlement and the benefits to the PRWC.

Motion to approve the Stipulated Final Judgement with PH Citrus, LLC for PRWC Parcel Number 5038 Permanent and Temporary Construction Easements made by **Mayor Mutz**, seconded by **Chairman Lindsey**. Motion was unanimously approved.

I. Recess Southeast Wellfield BOD/Commence West Polk BOD

I.1. West Polk Schedule Options

Mrs. Mary Thomas provided information regarding the West Polk Project schedule. By 2045, the PRWC will deliver 7.88 MGD of alternative water per the West Polk Implementation Agreement. Current member requests for alternative water indicate that members need less water for the initial phase of 2.5 MGD. As a result of this, as well as project funding and workload, the option of adjusting the schedule needs to be considered. **Mrs. Thomas** provided three scenarios for the West Polk project schedule, one that brought water on in 2029, one that brought water on in 2036, and a third that brought water on in 2032. She indicated staff are looking at all options and will bring additional information back to the Board following consultation with members and our funding partners. The project will still move forward regardless with regard to Test Production Well #2, the Injection Well #1, and easement acquisition. **Mayor West** asked when water is available from the Southeast Project. **Mrs. Thomas** replied summer 2028 as a reasonable estimate. **Chairman Lindsey** asked if Lakeland had a preference on the schedule and **Mayor Mutz** indicated the 2032 middle schedule is what they preserve.

I.2. Update on West Polk Wellfield Project

Mr. Tom Mattiacci presented updates on the West Polk Wellfield Project. He began by discussing the 60% design kick-off and that the start date is under review based on the previous presentation. Test Production Well #2 is planned for fall of 2025. Well site acquisition is on-going as well as the Land transfer from Lakeland to PRWC for the Water Treatment Facility. The Injection well will also begin construction this year. **Mayor Birdsong** requested the new date for the 60% design kick-off and **Mr. Mattiacci** indicated spring of 2025 is likely but this is under refinement. **Mayor Mutz** asked if the building design for West Polk will be similar to Southeast and **Mr. Mattiacci** indicated yes. **Mr. DeHaven** indicated we will coordinate with Lakeland to match their buildings.

J. Recess West Polk BOD/Commence Regular BOD

K. Open Discussion

Mr. de le Parte proposed conducting a closed-door discussion on legal matters at the conclusion of the July meeting. Chairman Lindsey suggested a motion be made to hold the closed-door session. **Mayor Pfeiffer** put forward the motion for approval, which was seconded by **Mayor West**. Subsequently, the motion was approved.

L. Chair / Executive Director Report

M. Adjournment

Agenda Item E.2.

7/24/2024

SUBJECT

Authorization to Submit the Annual SWFWMD Cooperative Funding Agreement Program Applications for the Southeast and West Polk Wellfield Projects for FY2026 (Action)

DESCRIPTION

During the first week of October every year the Southwest Florida Water Management District (SWFWMD) receives applications for new and continued funding through their Cooperative Funding Initiative for the subsequent fiscal year.

In 2020 the PRWC submitted a Cooperative Funding application for the Southeast Wellfield project which was approved by SWFWMD in two parts - the Water Production Facility (Q184) and Transmission Mains (Q216). Work under these two funding agreements is currently underway. Applications for continued annual funding need to be made each year. The District funding requests are based on the annual allocations developed with the District at the inception of these co-funding agreements. The total District funding, also known as a 'cap', has not changed across the projects. This item requests approval to submit an application to SWFWMD for each project (Q184 and Q216) for approximately \$38.1M and \$30.2M, respectively, of District grant funds for continued funding for FY2026. Corresponding PRWC funds are provided primarily through the WIFIA loan.

In 2021 the PRWC ratified the submission of the Cooperative Funding application for the West Polk project (Q308) for \$107,052,000, which was approved by the SWFWMD and work under this funding agreement commenced in late 2023. Applications for continued annual funding need to be made each year. This item also requests approval to submit an application to SWFWMD for approximately \$15.5M of District funds for continued funding for FY2026 for the West Polk project. Corresponding PRWC funds are provided through the WIFIA loan.

RECOMMENDATION

Staff recommends approval of the submission of the SWFWMD Cooperative Funding Applications for Southeast LFA Wellfield Water Production Facility and Transmission System, and for the West Polk LFA Wellfield Project for FY2026.

FISCAL IMPACT

Approval of this item will request grant funding of approximately \$83.8M from the SWFWMD for FY2026.

CONTACT INFORMATION

Katie Gierok

SUBJECT

Approve the Revised PRWC Conservation Project Implementation Agreement (Action)

DESCRIPTION

In September 2023 the PRWC Board of Directors approved the fiscal year 2024 Conservation Budget. This budget represents a new cost center associated with the PRWC to be used for water conservation initiatives as presented to the BOD in November 2022. This proposed budget consists of member government annual contributions of \$75,000 matched by Heartland Grant funds (total FY2024 budget of \$150,000). At the time of the budget approval, staff informed the Board that funds would not be spent from this budget until a Conservation Implementation Agreement was executed with member governments.

The Conservation Work Group developed a Conservation Implementation Agreement and initial scope of work for the use of these funds. At the March 20, 2024 PRWC Board of Directors meeting the Conservation Implementation Agreement was approved by the Board. The agreement was then provided to members for their final review and approval where several additional modifications were suggested to the agreement. Attached is a red-line version of the agreement to show changes and a clean version for Board approval. The key revisions to the Implementation Agreement are:

- 1) Edits to the “Whereas” recitals that recognize the project board and cooperative funding agreements in the implementation agreement;
- 2) Annual funding will be limited to \$150,000 from all sources with member governments obligated to pay 50% of the annual amount. This amount can be changed by modification of this agreement by the Board.
- 3) Clarifies and assigns the powers of the Conservation Project Board to the full Board until such time that members wish to empanel a Project Board;

If the revised agreement is approved by the PRWC Board of Directors, the next step will be to have each member government approve the agreement at their respective council/commission meetings. If approved at those meetings, the PRWC will then procure a service provider to administer the conservation program. Approval of a contract resulting from that procurement will be brought to the PRWC Board of Directors when ready.

RECOMMENDATION

Approve the revised PRWC Conservation Program Implementation Agreement.

FISCAL IMPACT

The PRWC BOD approved the FY2024 budget of \$150,000 to support the Conservation Program. Of this amount, half is provided by members and matched by Heartland Grant funds. The PRWC will request similar funding support over the next several fiscal years to maintain the Conservation Program.

CONTACT INFORMATION

Eric DeHaven

**CONSERVATION PROJECT AGREEMENT RELATING TO THE
DEVELOPMENT OF A POLK REGIONAL WATER COOPERATIVE
CONSERVATION PROGRAM**

THIS CONSERVATION PROJECT AGREEMENT RELATING TO THE DEVELOPMENT OF A POLK REGIONAL WATER COOPERATIVE CONSERVATION PROGRAM (the “Agreement”) is made and entered into as of the Effective Date as hereinafter defined, by and among the Polk Regional Water Cooperative (“Cooperative” or “PRWC”), whose address is 330 W. Church Street, Bartow, FL 33830 and the City of Auburndale whose address is P.O. Box 186, Auburndale, FL 33823, the City of Bartow whose address is P.O. Box 1069, Bartow, FL 33831, the City of Davenport whose address is P.O. Box 125, Davenport, FL 33836, the City of Eagle Lake whose address is P.O. Box 129, Eagle Lake, FL 33839, the City of Fort Meade whose address is P.O. Box 856, Fort Meade, FL 33841, the City of Frostproof whose address is P.O. Box 308, Frostproof, FL 33843, the City of Haines City whose address is 620 E. Main Street, Haines City, FL 33844, the City of Lake Alfred whose address is 120 E Pomelo Street, Lake Alfred, FL 33850, the City of Lakeland whose address is 228 S Massachusetts Ave., Lakeland, FL 33801, the City of Lake Wales whose address is P.O. Box 1320, Lake Wales, FL 33859, the City of Mulberry whose address is P.O. Box 707, Mulberry, FL 33860, the City of Polk City whose address is 123 Broadway Blvd SE, Polk City, FL 33868, the City of Winter Haven whose address is P.O. Box 2277, Winter Haven, FL 33883, the Town of Dundee whose address is P.O. Box 1000, Dundee, FL 33838, the Town of Lake Hamilton whose address is P.O. Box 126, Lake Hamilton, FL 33851 and Polk County, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 9005, Bartow, Florida 33831, all of whom are collectively referred to as the “Parties.”

WHEREAS, this Agreement is being executed by the Parties pursuant to their March, 2017 Conservation Project Implementation Agreement (the “CPI Agreement”) and any terms from

the CPI Agreement used in this Agreement shall be defined in accordance with the CPI Agreement;
and

WHEREAS, the CPI Agreement provides for the Cooperative to act as the representative of its Members Governments with regard to the implementation of Conservation Projects pursuant to the Interlocal Agreement and Section 163.01 and 373.713 Florida Statutes; and

WHEREAS, the Cooperative and its Member Governments seek to enter into a Conservation Project Agreement to implement a conservation program which provides consumer-focused water conservation services to Member Governments (“Conservation Program”); and

WHEREAS, the Conservation Program is expected to include the implementation of a water savings rebate program, a system for reimbursement of funds to Member Governments for conservation activities, implementation of consumer-focused conservation outreach and advertising, provision of customer conservation evaluation services to Member Governments, record keeping and documentation related to the Conservation Program, installation and evaluation of irrigation conservation measures for Member Government customers, and other potential conservation initiatives; and

WHEREAS, the Cooperative has developed an initial scope of work for the Conservation Program which describes the initial scope of the Conservation Program, and which may be modified from time to time; and

WHEREAS, the Cooperative will need to retain a Contractor to manage, execute, and provide reporting for the Conservation Program in accordance with the terms of this Agreement;
and

WHEREAS, the CPI Agreement states in Section 3.1 that “All the powers, privileges and duties vested in or imposed on the Cooperative with regards to implementation of this Agreement

shall be exercised through [a] Project Board”; and

WHEREAS, for purposes of Section 3.1 of the CPI Agreement, the Member Governments agree that the powers of the Project Board for the Conservation Project in this Agreement may be exercised by the Cooperative Board of Directors, and to reserve unto themselves collectively the right to constitute and vest a Project Board with appropriate authority over some, part, or all of the Conservation Program in the future; and

WHEREAS, the CPI Agreement further states in Section 4.2 that “Upon approval of a cooperative funding application submitted by the Cooperative to a Cooperative Funding Agency, the Cooperative shall have the authority to enter into a Conservation Project Agreement with any participating Parties”; and

WHEREAS, the Cooperative and its Member Governments anticipate and expect for this Agreement and the Conservation Program to be provided annually with base fund monies that are specially appropriated by the Florida Legislature pursuant to the Heartland Headwaters Protection and Sustainability Act, Chapter 2017-111, Laws of Florida; and

WHEREAS, for purposes of Section 4.2 of the CPI Agreement, the Parties agree that Heartland Headwaters Protection and Sustainability Act base funding constitutes the necessary cooperative funding from a Cooperative Funding Agency; and

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorize local governments and special districts to enter into agreements for their mutual benefit;

NOW, THEREFORE, in consideration of the mutual promises stated herein and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged, the Parties hereby agree, stipulate and covenant as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.

2. **PURPOSE.** This Agreement defines the duties and obligations of the Parties with respect to development and implementation of the Conservation Program.

3. **DUTIES AND OBLIGATIONS.**

3.1 The Cooperative shall engage a Contractor with the requisite education, experience, and ability to manage, execute, and provide reporting for the Conservation Program, consistent with the goals and the approved scope of work of the Conservation Program.

3.2 The Project Manager shall coordinate all matters relating to the Conservation Program between and among the Contractor, all the participating Parties, and any Cooperative Funding Agency, as applicable.

3.3 The Project Manager shall be responsible for the expenditure of funds authorized for use by the Parties in association with the Conservation Program.

3.4 All powers of the Project Board under the CPI Agreement for the Conservation Program shall be assigned to and exercised by the Cooperative Board of Directors, provided however that the Member Governments reserve unto themselves the right to constitute and empanel a Project Board for some, part, or all of the Conservation Program as they may deem necessary. A decision by the Member Governments to empanel and constitute a Project Board shall be determined by majority vote using the Normal Vote Method. If a Project Board is empaneled and constituted, it shall have the authorities and powers assigned in this Agreement to the Cooperative Board of Directors, but only for that part of the Conservation Program for which it was expressly created.

3.5 The annual budget and scope of work for the Conservation Program shall

be as authorized by the Cooperative Board of Directors for the Conservation Program for the upcoming fiscal year. The annual budget may be comprised of Member Government annual contributions, funding from special legislative appropriations pursuant to the Heartland Headwaters Protection and Sustainability Act, funding from a Cooperative Funding Agency as available, and other potential funding sources, as approved by the Board of Directors.

3.6 All fees and expenditures associated with the Conservation Program shall not exceed the amount authorized by the Board of Directors for the fiscal year.

3.43.7 Each Member Government shall be responsible to pay its proportionate share of all fees, costs, and expenses (collectively, the “Conservation Program Cost”), based on the amount approved for the Conservation Program in the annual budget as described in Section 3.33.5.

3.8 The Parties agree that: (a) the Conservation Program Cost shall be limited annually to a maximum aggregate budget amount of \$150,000 from all sources; and (b) the Conservation Program Cost will be split each year between Member Governments and other funding sources with the Member Governments obligated to pay no more than fifty percent (50%) of the same up to a maximum annual collective amount of \$75,000 (the “Members’ Cost”). The Member Governments may agree to adjust one or both of the Conservation Program Cost and Members’ Cost limitations by modifying or amending this Agreement using the method described in Section 4. A

3.9 For any given fiscal year, each Member Government’s proportionate share of the Members’ Conservation Program Cost shall be in proportion to the Member Government’s annual average water use in comparison to the total annual average water use by ~~the all~~ Member Governments, as reported to the Southwest Florida Water Management District, during the

calendar year preceding the one in which the fiscal year budget is adopted.

~~3.10 The Parties anticipate the Subject to Section 3.8 above, if a Cooperative Funding Agency agrees to will fund some, part, or all of the Conservation Program Cost, the Parties anticipate that the Cooperative Funding Agency will provide funds equal to fifty percent (50%) of the eligible overall Conservation Program Cost pursuant to a Cooperative Funding Agreement which, together with specially appropriated legislative funds and funds from sources other than Member Governments, would reduce the amount each Member Government must pay. However, each Member Government acknowledges its proportionate share payment obligation extends to the full amount of the Conservation Program Costs its share of expenditures authorized by the Cooperative Board of Directors for the Conservation Program up to the maximum amount of its proportionate share of the Members' Cost for the applicable fiscal year should funds not be available from the Cooperative Funding Agency.~~

~~3.53.11~~ The participating Parties will work closely with the Contractor to timely provide water use data, customer billing data, information necessary to process conservation-related reimbursements and rebates, customer conservation information, and other information necessary for implementation of the Conservation Program. The Contractor will coordinate with the participating Parties to assure that the required data and information is identified and provided.

~~3.63.12~~ The Cooperative shall require the Contractor to deliver, at regular intervals determined to be appropriate by the Project Manager, a report to the Project Manager which will include a detailed status update of the work conducted to date regarding the implementation and execution of the Conservation Program. The Project Manager shall provide copies of the Contractor's report to each Party, upon the request of the Party, or as determined appropriate by the Project Manager.

3.73.13 The Contractor shall submit detailed invoices to the Project Manager on a quarterly basis. The Project Manager will review each Contractor invoice, then when determined to be accurate and consistent with this Agreement, any agreement(s) with the Contractor, the applicable fiscal year budget and scope of work, process for timely payment using the funds allocated for the Conservation Program by the Board of Directors for the fiscal year. The Project Manager shall provide copies of the invoices to each Party, upon the request of the Party, or as determined appropriate by the Project Manager.

4. MODIFICATION; ASSIGNMENT. This Agreement may be modified or amended only if the Parties agree. All modifications or amendments must be in writing signed by all the Parties. This Agreement, and each Party's rights and obligations hereunder, may not be assigned in whole or in part unless such assignment is approved by the unanimous written consent of all Parties.

5. TERM. The initial term of this Agreement shall commence on the Effective Date and unless terminated sooner will continue as long as funding for the Conservation Program is approved by the Board of Directors for a given fiscal year. The "Effective Date" of this Agreement is the date the last Party executes the Agreement and it is filed with the Clerk of the Circuit Court of Polk County.

6. NOTICES. All notices provided for in this Agreement must be in writing and shall be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested. A copy shall also be sent to the Party by email.

6.1 All notices shall be delivered or sent to the Parties at their respective addresses shown below or such other addresses as a Party may designate by prior notice given in accordance with this provision to the other Parties:

City of Auburndale
City Manager
P.O. Box 186
Auburndale, Florida 33823
863-965-5530

City of Bartow
City Manager
P.O. Box 1069
Bartow, Florida 33831
863-534-0100

City of Davenport
City Manager
P.O. Box 125
Davenport, Florida 33836
863-419-3300

City of Eagle Lake
City Manager
P.O. Box 129
Eagle Lake, Florida 33839
863-293-4141

City of Fort Meade
City Manager
P.O. Box 856
Fort Meade, Florida 33841
863-285-1100

City of Frostproof
City Manager
P.O. Box 308
Frostproof, Florida 33843
863-635-7855

City of Haines City
City Manager
620 E Main Street
Haines City, Florida 33844
863-421-3600

City of Lake Alfred
City Manager
155 E Pomelo Street
Lake Alfred, Florida 33850

863-291-5270

City of Lakeland
City Manager
228 S Massachusetts Ave
Lakeland, Florida 33801
863-834-6000

City of Lake Wales
City Manager
P. O. Box 1320
Lake Wales, Florida 33859
863-678-4196

City of Mulberry
City Manager
P.O. Box 707
Mulberry, Florida 33860
863-425-1125

City of Polk City
City Manager
123 Broadway SE
Polk City, Florida 33868
863-984-1375

City of Winter Haven
City Manager
P. O. Box 2277
Winter Haven, Florida 33883
863-291-5600

Town of Dundee
Town Manager
P.O. Box 1000
Dundee, Florida 33838
863-438-8330

Town of Lake Hamilton
Town Manager
P.O. Box 126
Lake Hamilton, Florida 33851
863-439-1910

Polk County
County Manager

Drawer CA01/P.O. Box 9005
Bartow, Florida 33831
Phone: 863-534-6444

6.2 All notices shall also be sent to the Cooperative, to the attention of its Project Administrator, with a separate copy to its legal counsel.

6.3 Any Party, may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or facsimile transmission) or three (3) days after the date mailed.

7. LIMIT OF PARTIES' LIABILITY. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTIES OR TO ANYONE CLAIMING FOR, BY, OR THROUGH A PARTY, TO INCLUDE, BUT NOT LIMITED, TO A PARTICPANT OR CONTRACTOR, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

8. DEFAULT AND REMEDY. If any Party fails to observe, comply, perform or maintain in any material way, any term, covenant, condition, duty, obligation, representation, or warranty contained in or arising under this Agreement, such action shall constitute a default, and the other Parties may seek the remedies stated in this section if that default is not timely cured within thirty (30) days, unless the default cannot be reasonable cured within that time period in

which case the Party must cure the default as soon as practicable. The exclusive remedy for default under this Agreement shall be for the non-defaulting Parties to individually or jointly seek specific performance arising from such default.

9. ATTORNEY'S FEES AND COSTS. Each Party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

10. GOVERNING LAW; VENUE. The interpretation and performance of this Agreement shall be governed by the laws of the State of Florida; venue for any such litigation with respect to the Agreement shall be in Polk County, Florida.

11. INTEGRATION. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements relating to the Conservation Projects. The Parties do not intend by this provision to amend, modify or supersede the Conservation Project Implementation Agreement or the Interlocal Agreement.

12. WAIVER. No failure by a Party to exercise any right, power or privilege under this Agreement is a waiver of that or any other right, power or privilege under this Agreement, except as otherwise expressly set forth in the Agreement.

13. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted, and shall not invalidate the remaining provisions. However, if the deleted language is considered a key provision of the Agreement, the Parties must agree to a substitute provision that will accomplish the original intent of the Parties. If the Parties cannot agree to a substitute provision within ninety (90) days of the determination by the court, then the Agreement shall be deemed terminated.

14. AMBIGUITY. The Parties agree that each has played an equal part in negotiation and drafting of this Agreement, and in the event ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

15. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of Chapter 119 and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all Project documents and materials that are subject to the requirements of Chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed nor is intended to, expand the scope of Chapter 119, Florida Statutes or make into a public record a document that is not a public record under the applicable law.

16. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original and all of which collectively shall constitute one and the same instrument.

17. INTERLOCAL AGREEMENT; FILING. This is an interlocal agreement entered into by the parties pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969. This Agreement and any amendment thereto shall be filed with the Clerk of the Circuit Court of Polk County, Florida.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly

executed and entered into by the Parties.

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

**CONSERVATION PROJECT AGREEMENT RELATING TO THE
DEVELOPMENT OF A POLK REGIONAL WATER COOPERATIVE
CONSERVATION PROGRAM**

THIS CONSERVATION PROJECT AGREEMENT RELATING TO THE DEVELOPMENT OF A POLK REGIONAL WATER COOPERATIVE CONSERVATION PROGRAM (the “Agreement”) is made and entered into as of the Effective Date as hereinafter defined, by and among the Polk Regional Water Cooperative (“Cooperative” or “PRWC”), whose address is 330 W. Church Street, Bartow, FL 33830 and the City of Auburndale whose address is P.O. Box 186, Auburndale, FL 33823, the City of Bartow whose address is P.O. Box 1069, Bartow, FL 33831, the City of Davenport whose address is P.O. Box 125, Davenport, FL 33836, the City of Eagle Lake whose address is P.O. Box 129, Eagle Lake, FL 33839, the City of Fort Meade whose address is P.O. Box 856, Fort Meade, FL 33841, the City of Frostproof whose address is P.O. Box 308, Frostproof, FL 33843, the City of Haines City whose address is 620 E. Main Street, Haines City, FL 33844, the City of Lake Alfred whose address is 120 E Pomelo Street, Lake Alfred, FL 33850, the City of Lakeland whose address is 228 S Massachusetts Ave., Lakeland, FL 33801, the City of Lake Wales whose address is P.O. Box 1320, Lake Wales, FL 33859, the City of Mulberry whose address is P.O. Box 707, Mulberry, FL 33860, the City of Polk City whose address is 123 Broadway Blvd SE, Polk City, FL 33868, the City of Winter Haven whose address is P.O. Box 2277, Winter Haven, FL 33883, the Town of Dundee whose address is P.O. Box 1000, Dundee, FL 33838, the Town of Lake Hamilton whose address is P.O. Box 126, Lake Hamilton, FL 33851 and Polk County, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 9005, Bartow, Florida 33831, all of whom are collectively referred to as the “Parties.”

WHEREAS, this Agreement is being executed by the Parties pursuant to their March, 2017 Conservation Project Implementation Agreement (the “CPI Agreement”) and any terms from

the CPI Agreement used in this Agreement shall be defined in accordance with the CPI Agreement;
and

WHEREAS, the CPI Agreement provides for the Cooperative to act as the representative of its Members Governments with regard to the implementation of Conservation Projects pursuant to the Interlocal Agreement and Section 163.01 and 373.713 Florida Statutes; and

WHEREAS, the Cooperative and its Member Governments seek to enter into a Conservation Project Agreement to implement a conservation program which provides consumer-focused water conservation services to Member Governments (“Conservation Program”); and

WHEREAS, the Conservation Program is expected to include the implementation of a water savings rebate program, a system for reimbursement of funds to Member Governments for conservation activities, implementation of consumer-focused conservation outreach and advertising, provision of customer conservation evaluation services to Member Governments, record keeping and documentation related to the Conservation Program, installation and evaluation of irrigation conservation measures for Member Government customers, and other potential conservation initiatives; and

WHEREAS, the Cooperative has developed an initial scope of work for the Conservation Program which describes the initial scope of the Conservation Program, and which may be modified from time to time; and

WHEREAS, the Cooperative will need to retain a Contractor to manage, execute, and provide reporting for the Conservation Program in accordance with the terms of this Agreement;
and

WHEREAS, the CPI Agreement states in Section 3.1 that “All the powers, privileges and duties vested in or imposed on the Cooperative with regards to implementation of this Agreement

shall be exercised through [a] Project Board”; and

WHEREAS, for purposes of Section 3.1 of the CPI Agreement, the Member Governments agree that the powers of the Project Board for the Conservation Project in this Agreement may be exercised by the Cooperative Board of Directors, and to reserve unto themselves collectively the right to constitute and vest a Project Board with appropriate authority over some, part, or all of the Conservation Program in the future; and

WHEREAS, the CPI Agreement further states in Section 4.2 that “Upon approval of a cooperative funding application submitted by the Cooperative to a Cooperative Funding Agency, the Cooperative shall have the authority to enter into a Conservation Project Agreement with any participating Parties”; and

WHEREAS, the Cooperative and its Member Governments anticipate and expect for this Agreement and the Conservation Program to be provided annually with base fund monies that are specially appropriated by the Florida Legislature pursuant to the Heartland Headwaters Protection and Sustainability Act, Chapter 2017-111, Laws of Florida; and

WHEREAS, for purposes of Section 4.2 of the CPI Agreement, the Parties agree that Heartland Headwaters Protection and Sustainability Act base funding constitutes the necessary cooperative funding from a Cooperative Funding Agency; and

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorize local governments and special districts to enter into agreements for their mutual benefit;

NOW, THEREFORE, in consideration of the mutual promises stated herein and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged, the Parties hereby agree, stipulate and covenant as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.

2. **PURPOSE.** This Agreement defines the duties and obligations of the Parties with respect to development and implementation of the Conservation Program.

3. **DUTIES AND OBLIGATIONS.**

3.1 The Cooperative shall engage a Contractor with the requisite education, experience, and ability to manage, execute, and provide reporting for the Conservation Program, consistent with the goals and the approved scope of work of the Conservation Program.

3.2 The Project Manager shall coordinate all matters relating to the Conservation Program between and among the Contractor, all the participating Parties, and any Cooperative Funding Agency, as applicable.

3.3 The Project Manager shall be responsible for the expenditure of funds authorized for use by the Parties in association with the Conservation Program.

3.4 All powers of the Project Board under the CPI Agreement for the Conservation Program shall be assigned to and exercised by the Cooperative Board of Directors, provided however that the Member Governments reserve unto themselves the right to constitute and empanel a Project Board for some, part, or all of the Conservation Program as they may deem necessary. A decision by the Member Governments to empanel and constitute a Project Board shall be determined by majority vote using the Normal Vote Method. If a Project Board is empaneled and constituted, it shall have the authorities and powers assigned in this Agreement to the Cooperative Board of Directors, but only for that part of the Conservation Program for which it was expressly created.

3.5 The annual budget and scope of work for the Conservation Program shall

be as authorized by the Cooperative Board of Directors for the Conservation Program for the upcoming fiscal year. The annual budget may be comprised of Member Government annual contributions, funding from special legislative appropriations pursuant to the Heartland Headwaters Protection and Sustainability Act, funding from a Cooperative Funding Agency as available, and other potential funding sources, as approved by the Board of Directors.

3.6 All fees and expenditures associated with the Conservation Program shall not exceed the amount authorized by the Board of Directors for the fiscal year.

3.7 Each Member Government shall be responsible to pay its proportionate share of all fees, costs, and expenses (collectively, the “Conservation Program Cost”), based on the amount approved for the Conservation Program in the annual budget as described in Section 3.5.

3.8 The Parties agree that: (a) the Conservation Program Cost shall be limited annually to a maximum aggregate budget amount of \$150,000 from all sources; and (b) the Conservation Program Cost will be split each year between Member Governments and other funding sources with the Member Governments obligated to pay no more than fifty percent (50%) of the same up to a maximum annual collective amount of \$75,000 (the “Members’ Cost”). The Member Governments may agree to adjust one or both of the Conservation Program Cost and Members’ Cost limitations by modifying or amending this Agreement using the method described in Section 4.

3.9 For any given fiscal year, each Member Government’s proportionate share of the Members’ Cost shall be in proportion to the Member Government’s annual average water use in comparison to the total annual average water use by all Member Governments, as reported to the Southwest Florida Water Management District, during the calendar year preceding the one

in which the fiscal year budget is adopted.

3.10 Subject to Section 3.8 above, if a Cooperative Funding Agency agrees to fund some, part, or all of the Conservation Program Cost, the Parties anticipate that the Cooperative Funding Agency will provide funds equal to fifty percent (50%) of the eligible overall Conservation Program Cost pursuant to a Cooperative Funding Agreement which, together with specially appropriated legislative funds and funds from sources other than Member Governments, would reduce the amount each Member Government must pay. However, each Member Government acknowledges its proportionate share payment obligation extends to the its share of expenditures authorized by the Cooperative Board of Directors for the Conservation Program up to the maximum amount of its proportionate share of the Members' Cost for the applicable fiscal year should funds not be available from the Cooperative Funding Agency.

3.11 The participating Parties will work closely with the Contractor to timely provide water use data, customer billing data, information necessary to process conservation-related reimbursements and rebates, customer conservation information, and other information necessary for implementation of the Conservation Program. The Contractor will coordinate with the participating Parties to assure that the required data and information is identified and provided.

3.12 The Cooperative shall require the Contractor to deliver, at regular intervals determined to be appropriate by the Project Manager, a report to the Project Manager which will include a detailed status update of the work conducted to date regarding the implementation and execution of the Conservation Program. The Project Manager shall provide copies of the Contractor's report to each Party, upon the request of the Party, or as determined appropriate by the Project Manager.

3.13 The Contractor shall submit detailed invoices to the Project Manager on a

quarterly basis. The Project Manager will review each Contractor invoice, then when determined to be accurate and consistent with this Agreement, any agreement(s) with the Contractor, the applicable fiscal year budget and scope of work, process for timely payment using the funds allocated for the Conservation Program by the Board of Directors for the fiscal year. The Project Manager shall provide copies of the invoices to each Party, upon the request of the Party, or as determined appropriate by the Project Manager.

4. MODIFICATION; ASSIGNMENT. This Agreement may be modified or amended only if the Parties agree. All modifications or amendments must be in writing signed by all the Parties. This Agreement, and each Party's rights and obligations hereunder, may not be assigned in whole or in part unless such assignment is approved by the unanimous written consent of all Parties.

5. TERM. The initial term of this Agreement shall commence on the Effective Date and unless terminated sooner will continue as long as funding for the Conservation Program is approved by the Board of Directors for a given fiscal year. The "Effective Date" of this Agreement is the date the last Party executes the Agreement and it is filed with the Clerk of the Circuit Court of Polk County.

6. NOTICES. All notices provided for in this Agreement must be in writing and shall be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested. A copy shall also be sent to the Party by email.

6.1 All notices shall be delivered or sent to the Parties at their respective addresses shown below or such other addresses as a Party may designate by prior notice given in accordance with this provision to the other Parties:

City of Auburndale
City Manager

P.O. Box 186
Auburndale, Florida 33823
863-965-5530

City of Bartow
City Manager
P.O. Box 1069
Bartow, Florida 33831
863-534-0100

City of Davenport
City Manager
P.O. Box 125
Davenport, Florida 33836
863-419-3300

City of Eagle Lake
City Manager
P.O. Box 129
Eagle Lake, Florida 33839
863-293-4141

City of Fort Meade
City Manager
P.O. Box 856
Fort Meade, Florida 33841
863-285-1100

City of Frostproof
City Manager
P.O. Box 308
Frostproof, Florida 33843
863-635-7855

City of Haines City
City Manager
620 E Main Street
Haines City, Florida 33844
863-421-3600

City of Lake Alfred
City Manager
155 E Pomelo Street
Lake Alfred, Florida 33850
863-291-5270

City of Lakeland
City Manager
228 S Massachusetts Ave
Lakeland, Florida 33801
863-834-6000

City of Lake Wales
City Manager
P. O. Box 1320
Lake Wales, Florida 33859
863-678-4196

City of Mulberry
City Manager
P.O. Box 707
Mulberry, Florida 33860
863-425-1125

City of Polk City
City Manager
123 Broadway SE
Polk City, Florida 33868
863-984-1375

City of Winter Haven
City Manager
P. O. Box 2277
Winter Haven, Florida 33883
863-291-5600

Town of Dundee
Town Manager
P.O. Box 1000
Dundee, Florida 33838
863-438-8330

Town of Lake Hamilton
Town Manager
P.O. Box 126
Lake Hamilton, Florida 33851
863-439-1910

Polk County
County Manager
Drawer CA01/P.O. Box 9005
Bartow, Florida 33831

Phone: 863-534-6444

6.2 All notices shall also be sent to the Cooperative, to the attention of its Project Administrator, with a separate copy to its legal counsel.

6.3 Any Party, may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or facsimile transmission) or three (3) days after the date mailed.

7. LIMIT OF PARTIES' LIABILITY. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTIES OR TO ANYONE CLAIMING FOR, BY, OR THROUGH A PARTY, TO INCLUDE, BUT NOT LIMITED, TO A PARTICPANT OR CONTRACTOR, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

8. DEFAULT AND REMEDY. If any Party fails to observe, comply, perform or maintain in any material way, any term, covenant, condition, duty, obligation, representation, or warranty contained in or arising under this Agreement, such action shall constitute a default, and the other Parties may seek the remedies stated in this section if that default is not timely cured within thirty (30) days, unless the default cannot be reasonable cured within that time period in which case the Party must cure the default as soon as practicable. The exclusive remedy for default

under this Agreement shall be for the non-defaulting Parties to individually or jointly seek specific performance arising from such default.

9. ATTORNEY'S FEES AND COSTS. Each Party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

10. GOVERNING LAW; VENUE. The interpretation and performance of this Agreement shall be governed by the laws of the State of Florida; venue for any such litigation with respect to the Agreement shall be in Polk County, Florida.

11. INTEGRATION. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements relating to the Conservation Projects. The Parties do not intend by this provision to amend, modify or supersede the Conservation Project Implementation Agreement or the Interlocal Agreement.

12. WAIVER. No failure by a Party to exercise any right, power or privilege under this Agreement is a waiver of that or any other right, power or privilege under this Agreement, except as otherwise expressly set forth in the Agreement.

13. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted, and shall not invalidate the remaining provisions. However, if the deleted language is considered a key provision of the Agreement, the Parties must agree to a substitute provision that will accomplish the original intent of the Parties. If the Parties cannot agree to a substitute provision within ninety (90) days of the determination by the court, then the Agreement shall be deemed terminated.

14. AMBIGUITY. The Parties agree that each has played an equal part in negotiation

and drafting of this Agreement, and in the event ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

15. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of Chapter 119 and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all Project documents and materials that are subject to the requirements of Chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed nor is intended to, expand the scope of Chapter 119, Florida Statutes or make into a public record a document that is not a public record under the applicable law.

16. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original and all of which collectively shall constitute one and the same instrument.

17. INTERLOCAL AGREEMENT; FILING. This is an interlocal agreement entered into by the parties pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969. This Agreement and any amendment thereto shall be filed with the Clerk of the Circuit Court of Polk County, Florida.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Parties.

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

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Water Demand Management Plan to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF AUBURNDALE, FLORIDA

By: _____

Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM AND CORRECTNESS:

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Water Demand Management Plan to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF BARTOW, FLORIDA

By: _____

Date: _____

ATTEST:

By: _____

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Water Demand Management Plan to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF DAVENPORT, FLORIDA

By: _____

Date: _____

ATTEST:

By: _____

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF EAGLE LAKE, FLORIDA

By: _____

Date: _____

ATTEST:

By: _____

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF FT. MEADE, FLORIDA

By: _____

Date: _____

ATTEST:

By: _____

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COUNCIL OF THE
CITY OF FROSTPROOF, FLORIDA

By: _____

Date: _____

ATTEST:

By: _____

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF HAINES CITY, FLORIDA

By: _____

Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM AND CORRECTNESS:

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKE ALFRED, FLORIDA

By: _____

Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM AND CORRECTNESS:

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKELAND, FLORIDA

By: _____

Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM AND CORRECTNESS:

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKE WALES, FLORIDA

By: _____

Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM AND CORRECTNESS:

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF MULBERRY, FLORIDA

By: _____

Date: _____

ATTEST:

By: _____

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF POLK CITY, FLORIDA

By: _____

Date: _____

ATTEST:

By: _____

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF WINTER HAVEN, FLORIDA

By: _____

Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM AND CORRECTNESS:

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

TOWN COMMISSION OF THE
TOWN OF DUNDEE, FLORIDA

By: _____

Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM AND CORRECTNESS:

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

TOWN COUNCIL OF THE
TOWN OF LAKE HAMILTON, FLORIDA

By: _____

Date: _____

ATTEST:

By: _____

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

ATTEST:

POLK COUNTY, a political subdivision of the State of Florida

Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

By: _____

Dated and signed by the Chairman: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

POLK REGIONAL WATER COOPERATIVE,
a public agency and unit of special purpose government

By: _____
George Lindsey, Chair

Date: _____

Approved as to form:

Edward P. de la Parte, Legal Counsel

Agenda Item E.4.

7/24/2024

SUBJECT

Heartland Headwaters Act Member Agreement Amendments (Action)

DESCRIPTION

The Florida Legislature passed HB 573, known as the Heartland Headwaters Protection and Sustainability Act, which recognizes the importance of water resources in and around Polk County. The Act declared that fostering partnerships between Regional Water Supply Authority and local governments is in the state interest, and in doing so requires that the Polk Regional Water Cooperative (PRWC) prepare an annual comprehensive report listing projects that are needed to protect and restore the region’s water resources so that these may be considered for state funding support. The Annual report must be submitted to the State by December 1 of each year.

The Florida Legislature and Governor appropriated \$7,122,052 for PRWC projects in FY 2019-2020 and FY 2021-22 and the PRWC has executed an agreement (LPA0212) with the FDEP for these funds. The table below shows how a portion of the funds will be distributed to the PRWC member governments. The FDEP requested the PRWC pass the funds through the PRWC to the members for this funding cycle.

Project Name	Entity	Line Item Appropriation	State Funding Requested (FY 21-22)
West Polk Lower Floridan Aquifer Project	PRWC	LP,GAA Line Item 1607A, FY 21-22, GR	\$ 1,477,556.89
West Polk Lower Floridan Aquifer Project	PRWC	LP,GAA Line Item 1657A, FY 19-20, GR	\$ 122,052
Subtotal for PRWC Projects			\$ 1,599,609
Wastewater Pump Station Replacements	City of Eagle Lake	LP,GAA Line Item 1607A, FY 21-22, GR	\$ 900,000
Septic to Sewer Program	City of Winter Haven	LP,GAA Line Item 1607A, FY 21-22, GR	\$ 1,000,000
Wastewater System Upgrades	City of Frostproof	LP,GAA Line Item 1607A, FY 21-22, GR	\$ 1,831,345
ASR Wellfield Construction at WWTP #3	City of Winter Haven	LP,GAA Line Item 1607A, FY 21-22, GR	\$ 1,375,000
Alternative Water Supply Receiving	Polk County	LP,GAA Line Item 1607A, FY 21-22, GR	\$ 416,098
Subtotal for Member Local Projects			\$ 5,522,443
TOTAL FOR ALL PRWC PROJECTS			\$ 7,122,052

Contract agreements with the four local governments receiving funds (Eagle Lake, Winter Haven, Frostproof, and Polk County) were executed in the fall of 2022. Subsequently, the FDEP and PRWC have amended their agreement to provide additional time and clarification on how the funds can be used by the members receiving funds. Because of these amendments, the PRWC needs to amend the member agreements as well.

RECOMMENDATION

There is minimal fiscal impact to the PRWC in passing the funds from FDEP to the Member Governments through these contract amendments.

FISCAL IMPACT

Approve the Heartland Headwaters Act Member Agreement Amendments for FY2021-2022.

CONTACT INFORMATION

Eric DeHaven

AMENDMENT TO AGREEMENT BETWEEN
POLK REGIONAL WATER COOPERATIVE
AND
CITY OF EAGLE LAKE
POLK REGIONAL WATER COOPERATIVE
HEARTLAND PROTECTION AND SUSTAINABILITY PROJECT

This AMENDMENT TO AGREEMENT (Amendment) effective upon execution by both parties, by and between the POLK REGIONAL WATER COOPERATIVE, a public entity established by Interlocal Agreement, having an address of 330 West Church Street, Bartow, Florida 33831, hereinafter referred to as the “PRWC”, and City of Eagle Lake, a municipality of the State of Florida, having an address of 75 N 7th St; PO Box 129 Eagle Lake, FL 33839, hereinafter referred to as the “Member.” The PRWC and the Member are also referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, in 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida) (the Act), which statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County’s aquifers as the headwaters for six of Florida’s major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County’s aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state’s interest;

WHEREAS, for the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region’s water resources, so that they may be considered for state funding. These funds are awarded to PRWC by the Florida Department of Environmental Protection (FDEP);

WHEREAS, on July 28, 2022, FDEP and PRWC entered into grant agreement number LPA0212 (Grant Agreement), a copy of which attached hereto as **Exhibit A**, for PRWC to receive funding as Grantee for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project;

WHEREAS, the Grant Agreement identified the City of Eagle Lake Wastewater Pump Station Replacements Project as a component of the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project (Project(s));

WHEREAS, the Member is a member government of PRWC, and the Grant Agreement provides that PRWC and Member shall work in conjunction with PRWC in implementing the Projects; and

WHEREAS, on or about September 21, 2022, Member and PRWC entered into an agreement titled Agreement Between Polk Regional Water Cooperative and City of Eagle Lake Polk Regional Water Cooperative Heartland Protection and Sustainability Project (Member Agreement), a copy of which is attached hereto as **Exhibit B**, to provide for utilization of funds allocated in the Grant Agreement for the Projects by the Member, and for the Member to be bound by the requirements of the Grant Agreement as those requirements pertain to Member's activities with regard to the Projects; and

WHEREAS, on March 24, 2023, FDEP and PRWC entered into Amendment No. 1 to the Grant Agreement (Amendment No. 1), a copy of which is attached hereto as **Exhibit C-1**, which made revisions to Grant Agreement, including modifying the budget and scope of work for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project as a result of additional funds being appropriated by the Florida Legislature under the 2022-2023 General Appropriations Act; and

WHEREAS, on September 29, 2023, FDEP and PRWC entered into Amendment No. 2 to the Grant Agreement (Amendment No. 2), a copy of which is attached hereto as **Exhibit C-2**, which made further revisions to the Grant Agreement, including modifying the budget and scope of work for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project as a result of additional funds being appropriated by the Florida Legislature under the 2023-2024 General Appropriations Act; and

WHEREAS, Section 4 of the Member Agreement provides that in the event the Grant Agreement is amended, the Parties shall coordinate in good faith to amend the Member Agreement to be consistent with the Grant Agreement; and

WHEREAS, Member and PRWC desire to amend the Member Agreement be consistent with and to account for the modifications reflected in Amendment No. 1 and Amendment No. 2 to the Grant Agreement;

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the Parties hereby mutually agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and form a material part of this Agreement.
2. **PURPOSE**. This Amendment modifies the Member Agreement to incorporate and implement the changes reflected in Amendment No. 1 and Amendment

No. 2 to the Grant Agreement., but otherwise does not alter the existing terms of the Member Agreement.

3. **AMENDMENT TO THE MEMBER AGREEMENT.** The Parties agree that the Member Agreement is amended such that the term "Grant Agreement" utilized in the Member Agreement shall be defined as the original Grant Agreement, as amended by Amendment No. 1 and Amendment No. 2., and incorporate **Exhibit C-1 and Exhibit C-2** as exhibits to the Member Agreement. The terms of Member Agreement shall otherwise remain unchanged and in full effect.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and entered into by the Parties.

CITY OF EAGLE LAKE, FLORIDA

By: _____

_____, Mayor

Date: _____

ATTEST:

By: _____
_____, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____, City Attorney

POLK REGIONAL WATER COOPERATIVE

By: _____
_____, Chairman

Date: _____

ATTEST:

AMENDMENT TO AGREEMENT BETWEEN
POLK REGIONAL WATER COOPERATIVE
AND
CITY OF FROSTPROOF
POLK REGIONAL WATER COOPERATIVE
HEARTLAND PROTECTION AND SUSTAINABILITY PROJECT

This AMENDMENT TO AGREEMENT (Amendment) effective upon execution by both parties, by and between the POLK REGIONAL WATER COOPERATIVE, a public entity established by Interlocal Agreement, having an address of 330 West Church Street, Bartow, Florida 33831, hereinafter referred to as the “PRWC”, and and City of Frostproof, a municipal corporation of the State of Florida, having an address of 111 West 1st Street, Frostproof, Florida 33843, hereinafter referred to as the “Member.” The PRWC and the Member are also referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, in 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida) (the Act), which statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County’s aquifers as the headwaters for six of Florida’s major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County’s aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state’s interest;

WHEREAS, for the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region’s water resources, so that they may be considered for state funding. These funds are awarded to PRWC by the Florida Department of Environmental Protection (FDEP);

WHEREAS, on July 28, 2022, FDEP and PRWC entered into grant agreement number LPA0212 (Grant Agreement), a copy of which attached hereto as **Exhibit A**, for PRWC to receive funding as Grantee for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project;

WHEREAS, the Grant Agreement identified the City of Frostproof Wastewater System Upgrades Project as one component of the Polk Regional Water Cooperative

Heartland Headwaters Protection and Sustainability Project (Project(s));

WHEREAS, the Member is a member government of PRWC, and the Grant Agreement provides that PRWC and Member shall work in conjunction with PRWC in implementing the Projects; and

WHEREAS, on or about August 1, 2022, Member and PRWC entered into an agreement titled Agreement Between Polk Regional Water Cooperative and City of Frostproof Polk Regional Water Cooperative Heartland Protection and Sustainability Project (Member Agreement), a copy of which is attached hereto as **Exhibit B**, to provide for utilization of funds allocated in the Grant Agreement for the Projects by the Member, and for the Member to be bound by the requirements of the Grant Agreement as those requirements pertain to Member's activities with regard to the Projects; and

WHEREAS, on March 24, 2023, FDEP and PRWC entered into Amendment No. 1 to the Grant Agreement (Amendment No. 1), a copy of which is attached hereto as **Exhibit C-1**, which made revisions to Grant Agreement, including modifying the budget and scope of work for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project as a result of additional funds being appropriated by the Florida Legislature under the 2022-2023 General Appropriations Act; and

WHEREAS, on September 29, 2023, FDEP and PRWC entered into Amendment No. 2 to the Grant Agreement (Amendment No. 2), a copy of which is attached hereto as **Exhibit C-2**, which made further revisions to the Grant Agreement, including modifying the budget and scope of work for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project as a result of additional funds being appropriated by the Florida Legislature under the 2023-2024 General Appropriations Act; and

WHEREAS, Section 4- MODIFICATION- of the Member Agreement provides that in the event the Grant Agreement is amended, the Parties shall coordinate in good faith to amend the Member Agreement to be consistent with the Grant Agreement; and

WHEREAS, Member and PRWC desire to amend the Member Agreement to be consistent with and to account for the modifications reflected in Amendment No. 1 and Amendment No. 2 to the Grant Agreement;

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the Parties hereby mutually agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and form a material part of this Agreement.

2. **PURPOSE.** This Amendment modifies the Member Agreement to incorporate and implement the changes reflected in Amendment No. 1 and Amendment No. 2 to the Grant Agreement, but otherwise does not alter the existing terms of the Member Agreement.

3. **AMENDMENT TO THE MEMBER AGREEMENT.** The Parties agree that the Member Agreement is amended such that the term "Grant Agreement" utilized in the Member Agreement shall be defined as the original Grant Agreement, as amended by Amendment No. 1 and Amendment No. 2, and incorporate **Exhibit C-1 and Exhibit C-2** as exhibits to the Member Agreement. The terms of Member Agreement shall otherwise remain unchanged and in full effect.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and entered into by the Parties.

CITY OF FROSTPROOF, FLORIDA

By: _____

_____, Mayor

Date: _____

ATTEST:

By: _____

_____, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____ City Attorney

POLK REGIONAL WATER COOPERATIVE

By: _____

_____, Chairman

Date: _____

AMENDMENT TO AGREEMENT BETWEEN
POLK REGIONAL WATER COOPERATIVE
AND
CITY OF WINTER HAVEN
POLK REGIONAL WATER COOPERATIVE
HEARTLAND PROTECTION AND SUSTAINABILITY PROJECT

This AMENDMENT TO AGREEMENT (Amendment) effective upon execution by both parties, by and between the POLK REGIONAL WATER COOPERATIVE, a public entity established by Interlocal Agreement, having an address of 330 West Church Street, Bartow, Florida 33831, hereinafter referred to as the "PRWC", and the City of Winter Haven, a municipal corporation organized and existing under the laws of the State of Florida, having an address of 451 Third Street, N.W., Winter Haven, Florida 33881, hereinafter referred to as the "Member." The PRWC and the Member are also referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, in 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida) (the Act), which statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest;

WHEREAS, for the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds are awarded to PRWC by the Florida Department of Environmental Protection (FDEP);

WHEREAS, on July 28, 2022, FDEP and PRWC entered into grant agreement number LPA0212 (Grant Agreement), a copy of which attached hereto as **Exhibit A**, for PRWC to receive funding as Grantee for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project;

WHEREAS, the Grant Agreement identified the Winter Haven Septic to Sewer Program and the ASR Wellfield Construction at the City's WWTP #3 Project as two components of the Polk Regional Water Cooperative Heartland Headwaters

Protection and Sustainability Project (Project(s));

WHEREAS, the Member is a member government of PRWC, and the Grant Agreement provides that PRWC and Member shall work in conjunction with PRWC in implementing the Projects; and

WHEREAS, on September 21, 2022, Member and PRWC entered into an agreement titled Agreement Between Polk Regional Water Cooperative and Winter Haven Polk Regional Water Cooperative Heartland Protection and Sustainability Project (Member Agreement), a copy of which attached hereto as **Exhibit B**, to provide for utilization of funds allocated in the Grant Agreement for the Projects by the Member, and for the Member to be bound by the requirements of the Grant Agreement as those requirements pertain to Member's activities with regard to the Projects; and

WHEREAS, on March 24, 2023, FDEP and PRWC entered into Amendment No. 1 to the Grant Agreement (Amendment No. 1), a copy of which is attached hereto as **Exhibit C-1**, which made revisions to Grant Agreement, including modifying the budget and scope of work for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project as a result of additional funds being appropriated by the Florida Legislature under the 2022-2023 General Appropriations Act; and

WHEREAS, on September 29, 2023, FDEP and PRWC entered into Amendment No. 2 to the Grant Agreement (Amendment No. 2), a copy of which is attached hereto as **Exhibit C-2**, which made further revisions to the Grant Agreement, including modifying the budget and scope of work for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project as a result of additional funds being appropriated by the Florida Legislature under the 2023-2024 General Appropriations Act; and

WHEREAS, Section 4 of the Member Agreement provides that in the event the Grant Agreement is amended, the Parties shall coordinate in good faith to amend the Member Agreement to be consistent with the Grant Agreement; and

WHEREAS, Member and PRWC desire to amend the Member Agreement be consistent with and to account for the modifications reflected in Amendment No. 1 and Amendment No. 2 to the Grant Agreement;

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the Parties hereby mutually agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and form a material part of this Agreement.
2. **PURPOSE**. This Amendment modifies the Member Agreement to

incorporate and implement the changes reflected in Amendment No. 1 and Amendment No. 2 to the Grant Agreement., but otherwise does not alter the existing terms of the Member Agreement.

3. **AMENDMENT TO THE MEMBER AGREEMENT.** The Parties agree that the Member Agreement is amended such that the term “Grant Agreement” utilized in the Member Agreement shall be defined as the original Grant Agreement, as amended by Amendment No. 1 and Amendment No. 2., and incorporate **Exhibit C-1 and Exhibit C-2** as exhibits to the Member Agreement. The terms of Member Agreement shall otherwise remain unchanged and in full effect.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and entered into by the Parties.

CITY OF WINTER HAVEN, FLORIDA

By: _____

_____, Mayor

Date: _____

ATTEST:

By: _____

_____, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____, City Attorney

POLK REGIONAL WATER COOPERATIVE

By: _____

_____, Chairman

Date: _____

AMENDMENT TO AGREEMENT BETWEEN
POLK REGIONAL WATER COOPERATIVE
AND
POLK COUNTY
POLK REGIONAL WATER COOPERATIVE
HEARTLAND PROTECTION AND SUSTAINABILITY PROJECT

This AMENDMENT TO AGREEMENT (Amendment) effective upon execution by both parties, by and between the POLK REGIONAL WATER COOPERATIVE, a public entity established by Interlocal Agreement, having an address of 330 West Church Street, Bartow, Florida 33831, hereinafter referred to as the "PRWC", and Polk County, a political subdivision of the State of Florida, having an address of Attn.: Utilities Division Director, 1101 Jim Keene Boulevard, Winter Haven, Florida 33880, hereinafter referred to as the "Member." The PRWC and the Member are also referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, in 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida) (the Act), which statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest;

WHEREAS, for the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds are awarded to PRWC by the Florida Department of Environmental Protection (FDEP);

WHEREAS, on July 28, 2022, FDEP and PRWC entered into grant agreement number LPA0212 (Grant Agreement), a copy of which attached hereto as **Exhibit A**, for PRWC to receive funding as Grantee for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project;

WHEREAS, the Grant Agreement identified the the Polk County Alternative Water Supply Receiving Facility Project (Project 6) as a component of the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability

Project (Project(s));

WHEREAS, the Member is a member government of PRWC, and the Grant Agreement provides that PRWC and Member shall work in conjunction with PRWC in implementing the Projects; and

WHEREAS, on September 21, 2022, Member and PRWC entered into an agreement titled Agreement Between Polk Regional Water Cooperative and Polk County Polk Regional Water Cooperative Heartland Protection and Sustainability Project (Member Agreement), a copy of which is attached hereto as **Exhibit B**, to provide for utilization of funds allocated in the Grant Agreement for the Projects by the Member, and for the Member to be bound by the requirements of the Grant Agreement as those requirements pertain to Member's activities with regard to the Projects; and

WHEREAS, on March 24, 2023, FDEP and PRWC entered into Amendment No. 1 to the Grant Agreement (Amendment No. 1), a copy of which is attached hereto as **Exhibit C-1**, which made revisions to Grant Agreement, including modifying the budget and scope of work for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project as a result of additional funds being appropriated by the Florida Legislature under the 2022-2023 General Appropriations Act; and

WHEREAS, on September 29, 2023, FDEP and PRWC entered into Amendment No. 2 to the Grant Agreement (Amendment No. 2), a copy of which is attached hereto as **Exhibit C-2**, which made further revisions to the Grant Agreement, including modifying the budget and scope of work for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project as a result of additional funds being appropriated by the Florida Legislature under the 2023-2024 General Appropriations Act; and

WHEREAS, Section 4 of the Member Agreement provides that in the event the Grant Agreement is amended, the Parties shall coordinate in good faith to amend the Member Agreement to be consistent with the Grant Agreement; and

WHEREAS, Member and PRWC desire to amend the Member Agreement be consistent with and to account for the modifications reflected in Amendment No. 1 and Amendment No. 2 to the Grant Agreement;

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the Parties hereby mutually agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and form a material part of this Agreement.
2. **PURPOSE**. This Amendment modifies the Member Agreement to

incorporate and implement the changes reflected in Amendment No. 1 and Amendment No. 2 to the Grant Agreement., but otherwise does not alter the existing terms of the Member Agreement.

3. **AMENDMENT TO THE MEMBER AGREEMENT.** The Parties agree that the Member Agreement is amended such that the term "Grant Agreement" utilized in the Member Agreement shall be defined as the original Grant Agreement, as amended by Amendment No. 1 and Amendment No. 2., and incorporate **Exhibit C-1 and Exhibit C-2** as exhibits to the Member Agreement. The terms of Member Agreement shall otherwise remain unchanged and in full effect.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and entered into by the Parties.

POLK COUNTY, FLORIDA

By: _____

_____ ,

Date: _____

ATTEST:

By: _____

_____, _____

APPROVED AS TO FORM AND CORRECTNESS:

POLK REGIONAL WATER COOPERATIVE

By: _____

_____, Chairman

Date: _____

Agenda Item E.5.

7/24/2024

SUBJECT

Approve Amendment 2 to FDEP Standard Grant Agreement LPA0251 using Heartland Headwaters Act Funding for the West Polk Project (Action)

DESCRIPTION

The Heartland Headwaters Protection and Sustainability Act passed in 2017 recognizes Polk County’s vital importance to the economic and ecological health of the surrounding regions. The act indicates that partnerships between regional water supply authorities and local governments is in the state interest, and that funding for projects that restore and protect the state’s resources should be a priority.

The legislature, through the Florida Department of Environmental Protection (FDEP), has provided \$188,171 in funding for the West Polk Project. The original agreement was executed in July 2022 and amended for the first time in September 2023 to add additional time to the contract. The contract currently ends on December 30, 2024.

The FDEP has provided Amendment 2 to existing grant agreement LPA0251 to extend the expiration date to April 30, 2026. Funding from Agreement LPA0251 will be used for West Polk property acquisition. Parcel acquisition for Test Production Well #2 has taken more time than anticipated, and the contract extension will allow for additional time to secure parcels and request reimbursement for the cost.

RECOMMENDATION

Staff recommends that the board authorize the Executive Director to sign Amendment 2 to FDEP Standard Grant Agreement LPA0251.

FISCAL IMPACT

There is no fiscal impact from the execution of grant agreement LPA0251, as \$188,771 was already allocated to the project with the original agreement.

CONTACT INFORMATION

Mary Thomas

**AMENDMENT NO. 2
TO AGREEMENT NO. LPA0251
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
POLK REGIONAL WATER COOPERATIVE**

This Amendment to Agreement No. LPA0251 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Polk Regional Water Cooperative (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for PRWC Groundwater Feasibility Program (Project), effective July 28, 2022; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to delays in the land acquisition process; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to April 30, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Attachment 3-1, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.
3. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.
4. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

POLK REGIONAL WATER COOPERATIVE

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Eric DeHaven, Executive Director
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Nathan Jagoda, DEP Grant Manager

Michael Barr, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-2	Revised Grant Work Plan
Exhibit	A-1	Progress Report Form

**ATTACHMENT 3-2
REVISED GRANT WORK PLAN**

PROJECT TITLE: PRWC Groundwater Feasibility Program

PROJECT LOCATION: The Project will be located in Lakeland, Florida, Lat/Long (28.0741, -81.9763).

PROJECT BACKGROUND: In 2017, the Florida Legislature passed the Heartland Headwaters Protection and Sustainability Act. The Act recognizes the vital importance of the portions of the Green Swamp Area that lie within the bounds of Polk and Lake counties, and designates Polk County's (Grantee) aquifers as the headwaters for six of Florida's major rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions.

The Polk Regional Water Cooperative (PRWC) exists within the Central Florida Water Initiative area, a region of Florida identified as being limited in traditional water supply. This project includes the acquisition of the land for the regional alternative water supply project. Once constructed, the Water Supply will provide up to 2.5 Million Gallons per Day (MGD) of alternative potable water supply offset.

PROJECT DESCRIPTION: The Grantee will acquire a site for achieving up to 2.5 MGD of alternative water supply in central Polk County.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Land Acquisition

Deliverables: The Grantee will acquire fee simple or less-than-fee simple interest on properties within Polk County. Costs related to pre-acquisition and acquisition will be reimbursable. The property interests will be held by the Grantee.

Documentation: The Grantee will submit: 1) copies of all appraisals; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement at the conclusion of the task.

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PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Land Acquisition	Land Acquisition	\$188,771	7/1/2019	10/31/2025
Total:			\$188,771		

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

Agenda Item E.6.

7/24/2024

SUBJECT

Approve Contract Amendment with Youngquist Brothers Drilling, Inc. for Construction of the Southeast Wellfield Injection Well #1 (Action)

DESCRIPTION

On September 21, 2022, the PRWC Project Board authorized staff to publish an advertisement for a qualified well driller to construct Southeast Injection Well 1 (SEIW-1) in support of the Southeast Wellfield Project. Subsequently, the Polk County Procurement Division (on behalf of the PRWC) advertised SEIW-1 for bid on November 7, 2022. On December 14, 2022, one (1) bid was received from Youngquist Brothers, Inc. in the amount of \$18,888,000. Youngquist Brothers, Inc. was subsequently determined to be responsive and qualified to construct the SEIW-1. A contract agreement was approved by the PRWC Board of Directors at the March 22, 2023 Board meeting.

Construction of SEIW-1 is now concluding with final testing occurring in August and September of 2024. The well was constructed to a cased depth of 3,300' with a total depth of 8,050'. Preliminary testing has indicated that the well will be able to accept the full amount of concentrate water from Phase 1 of the project.

The contract between the PRWC and Youngquist Brother Drilling anticipated the possible need for a second injection well at the Southeast site; therefore, the contract was written in a manner to allow for a second well at or near the water production facility site. Because the contract allowed for a second well and this has been determined not to be needed for Phase One of the Southeast Wellfield Project, staff would like to utilize the existing contract to drill the second well at the West Polk facility. In discussions with Polk County procurement and the PRWC General Counsel, it has been determined that this can be accomplished through a contract amendment with Youngquist.

There are numerous advantages in proceeding with the contract amendment to move the location of the second well including:

- 1) Youngquist Brothers Drilling was the only qualified drilling firm to respond on the initial procurement request for Southeast and it is anticipated they are the only qualified firm for West Polk Injection Well 1 (WPIW-1). This will save the PRWC time and money on another bid solicitation.
- 2) Youngquist Brothers Drilling has agreed to maintain unit pricing from the SEIW-1 construction to the WPIW-1. Staff anticipate if the project was re-bid, pricing would be higher.
- 3) Youngquist Brothers Drilling has agreed to move directly from the Southeast site to the West Polk site. Given the significant demand for injection well drilling in the state of Florida, this schedule will best accommodate the schedule being developed for the West Polk Project.

Under this item presented on the consent agenda, staff are requesting approval of the contract amendment to allow for the location change of the injection well. A second related item will be presented to the West Polk Board of Directors at the July 24, 2024 Board of Directors meeting to request a change order to the contract to increase the contract amount and schedule duration for the construction of WPIW-1.

RECOMMENDATION

Approve the contract amendment with Youngquist Brothers Drilling, Inc. to add the construction of West Polk Injection Well 1

FISCAL IMPACT

There is no fiscal impact associated with the change in location of the injection well requested as a part of this contract amendment. However, the West Polk Board of Directors will be requested to approve the cost and time increase as a separate agenda item presented at the July 24, 2024 Board of Directors meeting. The following cost information will be considered by the West Polk Board of Directors:

The WPIW-1 is anticipated to cost \$18,762,600 (inclusive of stand-by time and contingency, well acidification, and final demobilization costs) and the dual zone monitor well is anticipated to cost \$4,586,710 for a total price of \$23,349,310. This overall cost of WPIW-1 is higher due to the need to construct a dual zone monitor well at the West Polk site. The Southeast site also required appropriate monitor wells, but those wells were constructed as a part of Test Well #2 under a separate drilling contract. Southwest Florida Water Management District grant funds and the Water Infrastructure Finance and Innovation Act (WIFIA) loan have and will be utilized to fund the construction of both injection wells.

CONTACT INFORMATION

Eric DeHaven
Mark Addison
Tom Mattiacci

FIRST AMENDMENT TO THE AGREEMENT FOR WELL DRILLING SERVICES

This First Amendment to the Agreement for Well Drilling Services (“Agreement”), is entered into on the last date written below, by and between the **Polk Regional Water Cooperative**, an independent special district under the laws of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33831 (“Cooperative”), AND **Youngquist Brothers, LLC.**, a Florida Limited Liability Company whose address is 15465 Pine Ridge Road, Fort Myers, FL 33908. (“Driller”).

WITNESSETH: that for and in consideration of the mutual covenants and conditions contained herein and in the Agreement between the Cooperative and the Driller dated March 22, 2023, the parties hereto agree as follows:

1. The Agreement is hereby modified to substitute the following for the Scope of Work in the Supplementary Conditions to the Bid Documents.

Scope of Work

This project consists of construction and testing of one concentrate injection well and the completion of two monitor wells for the Polk Regional Water Cooperative (OWNER) Southeast Lower Florida Aquifer Water Production Facility (SELFA WPF). The work will include construction of one (1) deep injection well (SE IW-1), completion of one (1) Lower LFA (SE-DMW-1) monitor well and completion of one (1) Upper LFA monitor well (SE-SMW-1). The injection well will be constructed to the appropriate depths included in the Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) Permit 0385020-004-UC/SEC, which was issued on June 17, 2022 (Attachment “E”). The injection well was permitted as a Class V exploratory well system. It is anticipated that the well will be permitted as a Class I injection well after construction and testing have been completed.

The injection well will be used for the disposal of desalination concentrate and other minor flows associated with the desalination process. Two existing test wells at the site will be converted to the upper and lower zone UIC monitor wells. The OWNER reserves the right to expand the Scope of Work at a later date through a change order to construct a second injection well either at or near the SELFA WPF site or the West Polk Lower Floridan Aquifer Water Production Facility (WPLFA WPF) site. Proposed well locations are shown on the attached figure. Anticipated cased and total depths for the wells are provided in the attached construction specifications.

The successful Bidder, any subcontractors, and material suppliers shall be bound by the terms of the Agreement No. 20CF0003424 Cooperative Funding Agreement between the Southwest Florida Water Management District and Polk Regional Water Cooperative (Attachment “D”) and any future amendments to these agreements.

To receive a copy of Agreement No. 20CF0003424 Cooperative Funding Agreement between the Southwest Florida Water Management District and Polk Regional Water Cooperative (Attachment “D”), please go to the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder “**BID 22-641, PRWC SE Polk Wellfield Cretaceous Injection Well IW-1.zip**”, select “Open” or “Save As” to download the Bid documents and attachments, drawings, technical specifications, and

Excell Bid Sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

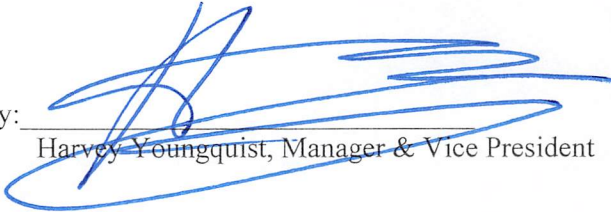
2. Except for the modification herein, the Agreement shall remain unaltered and in full force and effect.

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

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

Youngquest Brothers, LLC
a Florida Limited Liability Company

By: _____
George Lindsey, Chair

By: 
Harvey Youngquist, Manager & Vice President

Attest: _____
Nathaniel Birdsong, Secretary

Attest: 

Date: _____

Date: June 26, 2024

APPROVED AS TO FORM AND CORRECTNESS:

Edward P. de la Parte, Legal Counsel

Agenda Item F.1.

7/24/2024

SUBJECT

Southwest Florida Water Management District Update on Central Florida Water Initiative (Information)

DESCRIPTION

The Central Florida Water Initiative (CFWI) is a collaborative water supply planning effort among three Water Management Districts, the Florida Department of Environmental Protection, and other stakeholders. The planning area includes all of Polk County. The CFWI was initiated to address long-term water supply needs due to concerns resulting from over-use of the Upper Floridan aquifer, the region's main water supply source.

On January 5, 2022, the FDEP established new rules (ratified by the Florida Legislature) for the CFWI region (Chapter 62-41.300) to address growing water concerns within the CFWI. The new rules limit potable supply water users in the CFWI to the quantities of water necessary to meet their needs in 2025. It also requires all new and expanded uses of the Upper Floridan aquifer to be offset, among other provisions.

As a result of the CFWI, PRWC participating members have contractually and financially committed themselves to meet their projected annual average water demands from Alternative Water Supply (AWS) sources over the next 20 years and beyond. The AWS projects are anticipated to generate up to 45 MGD AWS water by 2070, with each phase taking substantial time, funding, and effort to construct.

Staff from the Southwest Florida Water Management District will provide an overview of the CFWI and discuss implications of the CFWI rule on PRWC members existing water use permits.

RECOMMENDATION

This is an information item, and no action is required at this BOD meeting.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Eric DeHaven
Ed de la Parte

Agenda Item F.2.

7/24/2024

SUBJECT

Preliminary PRWC Administrative Budget and Conservation Budget - FY2025 (Information)

DESCRIPTION

The fiscal year 2025 Preliminary Administrative Budget for the PRWC is being presented for the Board's information, review, and comment. This budget is related to the operations of the PRWC which includes staff, outside support, legal, financial, and office incidentals. This proposed budget consists of member government annual contributions of \$346,516. This is an increase of \$111,516 from Fiscal Year 2024.

The fiscal year 2024 Preliminary Conservation Budget for the PRWC is also presented for the Board's review. The funds in this budget will be matched through a Heartland Headwaters grant. This proposed budget consists of member government annual contributions of \$75,000.

Final budget resolutions will be presented to the BOD for consideration at the next BOD meeting on September 18, 2024. Since the member government contributions are greater than \$200,000, the budget must be approved by a majority vote of a seventy-five percent (75%) vote of a quorum of the Board of Directors (BOD) using the weighted vote method. A quorum is defined as a majority of voting directors currently comprising the BOD, and the weighted vote method being defined as a procedure by which each Director is assigned one vote for each full 100,000 gallons a day annual average (water delivered by its Member Government for public supply) based on a five-year rolling average. The Conservation budget can be adopted by a simple majority of the BOD.

RECOMMENDATION

This item is presented for the Boards information and no action is required.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Eric DeHaven

Preliminary Annual Administrative Budget Expenditures

Polk Regional Water Cooperative Preliminary Annual Budget - Expenditures Fiscal Year 2025									
	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Actual	Actual	Actual	12 Month Budget	6 Month Budget	Actual (6 Months)	Proposed
REVENUE									
Member Funding	\$ 198,000	\$ 198,000	\$ 198,000	\$ 198,000	\$ 235,000	\$ 235,000	\$ 117,500	\$ 130,039	\$ 346,516
Interest	\$ 675	\$ 560	\$ 128	\$ 201	\$ 4,534	\$ -	\$ -	\$ 6,260	\$ -
Demand Management Plan	\$ 35,440	\$ 130,863	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ 53	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE	\$ 234,115	\$ 329,423	\$ 198,128	\$ 198,201	\$ 239,587	\$ 235,000	\$ 117,500	\$ 136,299	\$ 346,516
STAFF									
Executive Director	\$ 80,000	\$ 80,000	\$ 80,000	\$ 94,583	\$ 117,396	\$ 115,000	\$ 57,500	\$ 60,375	\$ 126,788
Administrative Assistant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 2,500	\$ -	\$ 5,000
Project Manager/Engineer	\$ 70,880	\$ 261,906	\$ -	\$ -	\$ -	\$ 19,000	\$ 9,500	\$ -	\$ 10,000
Financial Manager	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,000
Construction Technician	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Staff Subtotal	\$ 150,880	\$ 341,906	\$ 80,000	\$ 94,583	\$ 117,396	\$ 139,000	\$ 69,500	\$ 60,375	\$ 236,788
OUTSIDE SUPPORT									
Accounting Services	\$ 24,000	\$ 24,720	\$ 25,647	\$ 27,216	\$ 53,162	\$ 28,000	\$ 14,000	\$ 22,249	\$ 45,000
Audit Services	\$ 12,000	\$ 18,275	\$ 18,950	\$ 21,150	\$ 22,900	\$ 20,000	\$ 10,000	\$ 35,000	\$ 32,000
Legal Services	\$ 47,572	\$ 50,281	\$ 39,795	\$ 60,962	\$ 60,961	\$ 45,000	\$ 22,500	\$ 8,991	\$ 25,000
Legislative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Outside Support Subtotal	\$ 83,572	\$ 93,276	\$ 84,392	\$ 109,328	\$ 137,023	\$ 93,000	\$ 46,500	\$ 66,240	\$ 102,000
PROJECTED OFFICE INCIDENTALS									
Bank Charge	\$ 13	\$ 61	\$ 104	\$ 862	\$ 42	\$ -	\$ -	\$ -	\$ -
Advertising / Public Notices	\$ 661	\$ 1,876	\$ -	\$ 1,635		\$ 600	\$ 300	\$ -	\$ 1,800
Supplies	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 1,070	\$ 400
Registration / Dues	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
State Fees / Assessment (\$175/yr)	\$ 175	\$ 175	\$ -	\$ 174		\$ 175	\$ 88	\$ -	\$ 175
Travel & Meetings	\$ -	\$ -	\$ 1,291	\$ -	\$ 2,962	\$ -	\$ -	\$ 994	\$ -
Equipment / Furnishings	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 353
Inclusive (not categorized)	\$ 1,265	\$ -	\$ 1,279	\$ 25,642	\$ 7,691	\$ 2,225	\$ 1,113	\$ 300	\$ 5,000
Office Subtotal	\$ 2,114	\$ 2,112	\$ 2,674	\$ 28,313	\$ 10,695	\$ 3,000	\$ 1,500	\$ 2,364	\$ 7,728
TOTAL EXPENSES	\$ 236,566	\$ 437,294	\$ 167,066	\$ 232,224	\$ 265,114	\$ 235,000	\$ 117,500	\$ 128,979	\$ 346,516

Polk Regional Water Cooperative Preliminary Annual Budget - Revenues Fiscal Year 2025			
	2023 Annual Water Use (MGD)	% of Total 2023 Water Use	FY 2025 Proposed
MEMBER FUNDING COSTS			
Lakeland	23.75	29.23%	\$ 101,289.29
Polk County	20.50	25.23%	\$ 87,428.65
Winter Haven	10.84	13.34%	\$ 46,230.57
Haines City	6.58	8.10%	\$ 28,062.46
Auburndale	6.67	8.21%	\$ 28,446.30
Bartow	3.19	3.93%	\$ 13,604.75
Lake Wales	2.77	3.41%	\$ 11,813.53
Lake Alfred	1.33	1.64%	\$ 5,672.20
Davenport	2.03	2.50%	\$ 8,657.57
Dundee	0.80	0.98%	\$ 3,411.85
Fort Meade	0.60	0.74%	\$ 2,558.89
Mulberry	0.47	0.58%	\$ 2,004.46
Polk City	0.42	0.52%	\$ 1,791.22
Frostproof	0.38	0.47%	\$ 1,620.63
Eagle Lake	0.64	0.79%	\$ 2,729.48
Lake Hamilton	0.28	0.34%	\$ 1,194.15
Highland Park			
Hillcrest Heights			
Subtotal	81.25	100.00%	\$ 346,516.00

Polk Regional Water Cooperative Preliminary Annual Budget - Expenditures Fiscal Year 2025				
	FY 2024			FY 2025
	12 Month Budget	6 Month Budget	Actual (6 Months)	Proposed
REVENUE				
Member Funding	\$ 75,000	\$ 37,500	\$ -	\$ 75,000
Heartland Grant	\$ 75,000	\$ 37,500	\$ -	\$ 75,000
Miscellaneous	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE	\$ 150,000	\$ 75,000	\$ -	\$ 150,000
STAFF				
Conservation Coordinator	\$ -	\$ -	\$ -	\$ -
Staff Subtotal				\$ -
OUTSIDE SUPPORT				
Conservation Consultant	\$ 150,000	\$ 75,000	\$ -	\$ 150,000
Outside Support Subtotal	\$ 150,000	\$ 75,000	\$ -	\$ 150,000
PROJECTED OFFICE INCIDENTALS				
Advertising / Public Notices	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -
Print / Reproduction	\$ -	\$ -	\$ -	\$ -
Registration / Dues	\$ -	\$ -	\$ -	\$ -
Telephone / Communication	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment / Furnishings	\$ -	\$ -	\$ -	\$ -
Inclusive (not categorized)	\$ -	\$ -	\$ -	\$ -
Office Subtotal	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 150,000	\$ 75,000	\$ -	\$ 150,000
SURPLUS / (DEFICIT)	\$ -	\$ -	\$ -	\$ -

Polk Regional Water Cooperative Preliminary Conservation Budget - Revenues Fiscal Year 2025			
	2023 Annual Average Water Use (MGD)	% of Total 2023 Water Use	FY 2025 Proposed
MEMBER FUNDING COSTS			
Lakeland	23.75	29.23%	\$ 21,923.08
Polk County	20.50	25.23%	\$ 18,923.08
Winter Haven	10.84	13.34%	\$ 10,006.15
Haines City	6.58	8.10%	\$ 6,073.85
Auburndale	6.67	8.21%	\$ 6,156.92
Bartow	3.19	3.93%	\$ 2,944.62
Lake Wales	2.77	3.41%	\$ 2,556.92
Lake Alfred	1.33	1.64%	\$ 1,227.69
Davenport	2.03	2.50%	\$ 1,873.85
Dundee	0.80	0.98%	\$ 738.46
Fort Meade	0.60	0.74%	\$ 553.85
Mulberry	0.47	0.58%	\$ 433.85
Polk City	0.42	0.52%	\$ 387.69
Frostproof	0.38	0.47%	\$ 350.77
Eagle Lake	0.64	0.79%	\$ 590.77
Lake Hamilton	0.28	0.34%	\$ 258.46
Subtotal	81.25	100.00%	\$ 75,000.00

Agenda Item F.3.

7/24/2024

SUBJECT

Heartland Headwater Act Fund Allocation and Project Applications (Action)

DESCRIPTION

The Heartland Headwaters Protection and Sustainability Act passed in 2017 recognizes Polk County's vital importance to the economic and ecological health of the surrounding regions. The act indicates that partnerships between regional water supply authorities and local governments is in the state interest, and that funding for projects that restore and protect the state's resources should be a priority.

To be considered for state funding, the PRWC and its members must submit an annual report summarizing the projects that are being implemented to achieve state resource protection goals. The Annual Report was approved by the PRWC BOD in November of 2023 and submitted to the state soon after. The total PRWC need to implement water resource-related projects submitted exceeded \$805 million for Fiscal Year 2024/2025 alone, with a request from the state for approximately \$27 million. The Governor subsequently signed budget legislation allocating funds to the Heartland Headwaters projects for a total of \$2,614,387 for FY2024/2025.

This agenda item requests approval to allocate funds as shown in the attached Table 1. In summary, the PRWC would receive \$1,235,187 for the Southeast Wellfield Project and \$75,000 for the Conservation Implementation Project. PRWC members (Haines City, Lake Alfred, and Davenport) would receive a total of \$1,304,200 for Alternative Water Supply receiving facilities. These members have not previously received Heartland Headwaters Act funding.

This agenda item also serves as a reminder that member project funding request forms will be available in late July 2024 for the FY2025/2026 funding cycle and applications will be due September 6, 2024.

RECOMMENDATION

Staff recommends that the board authorize the Executive Director to distribute the \$2,614,387 in legislative appropriations as presented, so that PRWC and each member may proceed with executing FDEP Standard Grant Agreements.

FISCAL IMPACT

Approval of this item will allow for a modification of the PRWC existing grant agreement LPA0212 with the FDEP for an additional \$1,235,387 for the Southeast Wellfield and Conservation Projects, to be presented to the Board at the September Board of Directors meeting. In addition, members receiving \$1,304,200 in grant funds will be able to begin contract discussions with the FDEP.

CONTACT INFORMATION

Mary Thomas

Table 1 – FY 2024/FY 2025 Heartland Headwaters Act Appropriation Distribution

Project Name	Member Government	Total Project Cost	FY2024 -2025 Project Cost	State Funding Requested	State Funding Received
Southeast Wellfield Construction and Land Acquisition	PRWC	\$411,136,646	\$68,682,361	\$10,008,179	\$1,235,187
Conservation Implementation	PRWC	\$150,000	\$150,000	\$75,000	\$75,000
PRWC AWS Receiving Facility	Haines City	\$5,400,000	\$500,000	\$500,000	\$500,000
PRWC AWS Receiving Facility	Lake Alfred	\$3,500,000	\$500,000	\$500,000	\$500,000
PRWC AWS Blending Facility	Davenport	\$608,400	\$304,200	\$304,200	\$304,200

Agenda Item F.4.

7/24/2024

SUBJECT

Approve the Agreement with the Selected Respondent to Provide Municipal Financial Advisory Services to the PRWC (Action)

DESCRIPTION

At the August 4, 2021 PRWC Board of Directors meeting the Board approved an agreement with RBC Capital Markets, LLC to provide Municipal Financial Advisory services to the PRWC. These services have been instrumental to the PRWC in securing two FDEP SRF loans, a line of credit increase and extension from Wells Fargo, the EPA WIFIA loan, and the Truist loan to fund the construction of the Southeast and West Polk Wellfield Projects. The agreement expires on August 4, 2024 and RBC Capital Markets, LLC has indicated they do not plan to renew the agreement.

The PRWC Executive Director has reached out to a number of firms to solicit interest in providing advisory services to the PRWC into the future. PRWC staff, in conjunction with General Counsel, developed a Request for Proposals that was advertised on the PRWC website and supplied to firms expressing an interest in providing these services to the PRWC. On July 3, 2024, the PRWC received proposals from three firms. PRWC staff have reviewed the proposals and find that all three firms can provide the necessary services at a high level. The three firms are ranked as follows:

1. PFM Financial Advisors LLC
2. Ford and Associates, Inc.
3. Public Resources Advisory Group, Inc. (PRAG) - the response did not meet the requirements for the Request for Proposal

Staff recommend that the PRWC retain PFM Financial Advisors LLC to provide Municipal Financial Advisory services based upon the following key points:

- 1) PFM Financial Advisors provided the lowest overall fee structure, including fees related to issuance of debt, with the lowest minimum fee. They also provided the lowest fees for non-transactional services and lowest hourly fees for staff.
- 2) PFM Financial Advisors have extensive experience in Polk County, including providing services currently for Polk County, Lakeland, Winter Haven, Haines City, and Fort Meade.

PFM Financial Advisors have very relevant experience with agencies similar to the PRWC, having served as advisors to Tampa Bay Water since 2009.

RECOMMENDATION

Approve the Agreement with PFM Financial Advisors LLC to provide Municipal Financial Advisory Services to the PRWC.

FISCAL IMPACT

The Service Agreement with PFM Financial Advisors LLC includes costs for obtaining the necessary debt instruments to fund the PRWC projects. The costs associated with the services will be paid primarily through the loans obtained by the PRWC.

CONTACT INFORMATION

Eric DeHaven

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This agreement (“Agreement”), made and entered into this 24th day of July, 2024, by and between the Polk Regional Water Cooperative (“Client”) and PFM Financial Advisors LLC (hereinafter called “PFM”), sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, Client desires to obtain the services of a financial advisor to develop and assist in implementing Client’s strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above-mentioned premises and intending to be legally bound hereby, Client and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide, upon request of the Client, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. Client acknowledges and agrees that most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by PFM which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the Client and PFM. Upon the request of Client, an affiliate of PFM or a third party referred or otherwise introduced by PFM and/or designated by the Client may agree to additional services to be provided under a separate writing, including separate scope and compensation, between Client and such affiliate or third party.

II. WORK SCHEDULE

The services of PFM are to commence as soon as practicable after the execution of this Agreement and a request by the Client for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. PFM is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If Client has designated PFM as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the responsibility of such third party seeking to rely on such IRMA exemption. PFM shall have the right to review and approve in advance any representation of PFM’s role as IRMA to Client.

2. MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM’s Disclosure Statement delivered to Client prior to or together with this Agreement.

IV. FINANCIAL ADVISORY COMPENSATION; REIMBURSEMENT OF EXPENSES

For the services provided under this Agreement, PFM's professional fees shall be paid as provided in Exhibit B to this Agreement and Client shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

All fees shall be due to PFM within thirty (30) days of the date of invoice.

1. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including any travel, meals, lodging, data recovery, and other actual extraordinary cost which are incurred by PFM. Appropriate documentation will be provided, and all expenses are subject to Client approval.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

V. TERMS AND TERMINATION

This Agreement shall be effective from the date of execution until July 24, 2029 (the "Initial Term") and shall automatically renew for additional three-year periods (each a "Renewal Term" and together with the Initial Term, the "Term"), unless terminated in writing by either party upon thirty (30) days written notice to the other party.

Upon any such termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.

VI. ASSIGNMENT

PFM shall not assign or transfer any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Client; provided that PFM retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving PFM's business without any such consent.

VII. INFORMATION TO BE FURNISHED TO PFM

All information, data, reports, and records in the possession of the Client or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

VIII. NOTICES

All notices and other communication required under this Agreement shall be in writing and may be sent by certified mail, return receipt requested, by nationally recognized courier, with written verification of receipt, or by electronic mail. Notices shall be sent to the parties at the following addresses, or to such other address as a party may furnish to the other party:

POLK REGIONAL WATER COOPERATIVE

330 W. Church Street
PO Box 9005
Drawer CA01
Bartow FL 33831-9005
Attention: Chief Executive Officer

PFM FINANCIAL ADVISORS LLC

200 South Orange Avenue
Suite 760 Orlando, FL 32801
Attention: James W. Glover, Managing Director

IX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Agreement shall be the property of the Client. Subject to the exception described above, upon termination of this Agreement, at Client's reasonable request no later than three (3) years after the termination of this Agreement, PFM shall deliver to the Client copies of any deliverables pertaining to this Agreement.

X. PFM'S REPRESENTATIVES

1. Advisory Team

The employees of PFM set forth below will provide the services set forth in this Agreement; provided that PFM may, from time to time, supplement or otherwise amend the advisory team members set forth below.

A. Professional Staff

- James Glover, Managing Director
- Julie Santamaria, Director
- Nicklas Rocca, Director

2. Changes in Advisory Team Requested by the Client

The Client has the right to request, for any reason, that PFM replace any member of the advisory team. Should the Client make such a request, PFM shall promptly suggest a substitute for approval by the Client.

XI. INSURANCE

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XII. LIMITATION OF LIABILITY

Except to the extent caused by its willful misconduct, bad faith, gross negligence or reckless disregard of its obligations or duties, PFM shall have no liability to any party under this Agreement.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances

beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. COMPLIANCE WITH ALL LAWS

PFM, at its sole expense, shall comply with all applicable laws, ordinances, judicial decisions, orders, and regulations of federal, state, regional, county, municipality, and Client, as well as their respective departments, commissions, boards and officers, which are in effect on the Effective Date of this Agreement and any time following execution of this Agreement.

XV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. PFM and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action. In the event either party initiates legal action regarding this agreement, venue shall lie in Polk County, Florida for purposes of state legal actions and the U.S. District Court for the Middle District of Florida, Tampa Division, for federal legal actions.

XVI. FLORIDA PUBLIC RECORDS LAW

PFM shall comply with Chapter 119, Florida Statutes and the Florida Public Records Act as it relates to records maintained by PFM in performance of its services under this Agreement. In accordance with Section 119.0701, Florida Statutes, PFM shall keep and maintain public records required by the Client in performance of services pursuant to this contract. Upon request from Client's custodian of public records, PFM shall provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not PFM shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement. If PFM does not transfer the records to the Client, PFM shall, upon completion of the Agreement, transfer at no cost to the Client all public records in possession of PFM or keep and maintain public records required by the Client to perform services pursuant to the Agreement. If PFM transfers all public records to the Client upon completion of the Contract, PFM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PFM keeps and maintains public records upon completion of the Agreement, PFM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible within the information technology systems of the Client.

IF PFM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PFM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT POLK COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: RECORDS MANAGEMENT LIASON OFFICER, POLK COUNTY, 330 WEST CHURCH STREET, BARTOW, FL 33830, TELEPHONE (863)534-7527, EMAIL: RMLO@POLK-COUNTY.NET

XVII. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by laws and regulations, PFM shall indemnify and hold harmless the Client, its directors, Employees, agents and member governments (including member commissioners and councils, employees, and agents), from all liabilities, damages, losses, including reasonable attorney's fees, to

the extent caused by the gross negligence, reckless disregard, or intentional wrongful conduct of PFM and other persons employed or utilized by PFM in performance of this agreement.

XVIII. SOVEREIGN IMMUNITY

The Client expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes or other provision of law. Nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted or may be adopted by the Florida Legislature, and the cap on the amount and liability of the Client for damages, attorney's fees, and costs, regardless of the number or nature of claims in tort, equity or otherwise, shall not exceed the dollar amount set forth in Florida Law for tort. Nothing in this agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Client which would otherwise be barred under the doctrine of sovereign immunity or operation of law.

XIX. WAIVER OF JURY TRIAL

EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. THE PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XX. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between Client and an affiliate of PFM or any third party referred or introduced by PFM and/or designated by Client shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XXI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, Client and PFM have executed this Agreement as of the day and year herein above written.

POLK REGIONAL WATER COOPERATIVE

By: _____

Name: _____

Title: _____

PFM FINANCIAL ADVISORS LLC

By: _____

Name: James W. Glover

Title: Managing Director

EXHIBIT A
SCOPE OF SERVICES

1. Services related to the Financial Planning and Policy Development upon request of the Client:
 - Assist the Client in the formulation of Financial and Debt Policies and Administrative Procedures.
 - Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the Client with savings.
 - Analyze future debt capacity to determine the Client's ability to raise future debt capital.
 - Assist the Client in the development of the Client's Capital Improvement Program by identifying sources of capital funding.
 - Assist the Client with the development of the Client's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
 - Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
 - Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of ad valorem and non-ad valorem taxation, growth rates by operating revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected operating and debt ratios and other financial performance measures as may be determined by the Client.
 - Conduct strategic modeling and planning and related consulting.
 - Attend meetings with Client's staff, consultants and other professionals and the Client.
 - Undertake financial planning and policy development assignments made by the Client regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
 - Assist the Client in preparing financial presentations for public hearings and/ or referendums.
 - Provide special financial services as requested by the Client.
2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will be modified in advance in writing to reflect that process. Upon the request of the Client:
 - Analyze financial and economic factors to determine if the issuance of bonds is appropriate.

- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the Client.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the Client the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the Client.
- Assist the Client in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.
- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the Client's obligation.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with Client's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents.
- As applicable, advise the Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.

EXHIBIT B
COMPENSATION FOR SERVICES

1. Services Related to Debt Transactions

Following is the compensation for services related to the issuance of debt, which will be included in the proceeds of any borrowing and calculated per \$1,000 of bond proceeds. These fees would be the same for fixed/variable rate debt and new money/refunding bonds. Bank Loans and Lines of Credit will be billed at 80% of the following fee schedule.

<u>Bond Proceeds</u>	<u>Fee Per \$1,000</u>
Up to \$50 million	\$0.95
Next \$50 million	\$0.80
Additional amounts over \$100 million	\$0.70

The minimum fee for any transaction would be \$19,500.

2. Fees for Non-Transactional Services

For non-transactional related services, PFM proposes an \$18,000 annual retainer payable quarterly in arrears.

If the Client prefers hourly fees for services not involving the issuance of debt, PFM proposes the following schedule:

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director/Director	\$250
Senior Managing Consultant	\$225
Analyst/Senior Analyst	\$200

Any hourly fee services would be upon direction from the Client.

Certain projects that are more in-depth may be subject to a separately negotiated fee. For such special projects, a fixed fee is typically agreed to in advance and documented in a written agreement. Any requested services provided by PFM affiliates are subject to separate agreements and fees.

EXHIBIT C
INSURANCE

Insurance Statement

PFM Financial Advisors LLC ("PFM") has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains Professional (E&O)/Cyber Liability coverage which total \$5 million single loss/ \$5 million aggregate.

Our Professional/Cyber Liability policies are a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision
General Liability \$0
Professional (E&O)/ Cyber Liability \$250,000
Crime \$50,000

Insurance Company & AM Best Rating

Professional Liability (E&O).....	AIG Specialty Insurance Company; (A; Stable)
.....	Great American Fidelity Insurance Co; (A+; Stable)
Crime.....	Berkley Regional Insurance Company; (A+; Stable)
Cyber Liability.....	AIG Specialty Insurance Company (A; Stable)
General Liability.....	The Continental Insurance Company; (A Stable)
Automobile Liability.....	The Continental Insurance Company; (A Stable)
Excess /Umbrella Liability.....	The Continental Insurance Company; (A Stable)
Workers Compensation.....	The Continental Insurance Company; (A Stable)
& Employers Liability	

**DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER
IMPORTANT MUNICIPAL ADVISORY INFORMATION
PFM Financial Advisors LLC**

I. Introduction

PFM Financial Advisors LLC and PFM Swap Advisors LLC (hereinafter, referred to as “We,” “Us,” or “Our”) are registered municipal advisors with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by Us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). We employ a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

How We Identify and Manage Conflicts of Interest

Code of Ethics. The Code requires that all employees conduct all aspects of Our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and Our clients.

Policies and Procedures. We have adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allows Us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to Our analysis of potential conflicts of interest.

Supervisory Structure. We have both a compliance and supervisory structure in place that enables Us to identify and monitor employees’ activities, both on a transaction and Firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, Our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows Us to evaluate any situations that may be an actual or potential conflict of interest.

Disclosures. We will disclose to clients those situations that We believe would create a material conflict of interest, such as: 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work We perform for such client; 2) any payment made to obtain or retain a municipal advisory engagement with a client; 3) any fee-splitting arrangement with any provider of an investment or services to a client; 4) any conflict that may arise from the type of compensation arrangement We may have with a client; and 5) any other actual or potential situation that We are or become aware of that might constitute a material conflict of interest that could reasonably expect to impair Our ability to provide advice to or on behalf of clients consistent with regulatory requirements. If We identify such situations or circumstances, We will prepare meaningful disclosure that will describe the implications of the situation and how We intend to manage the situation. We will also disclose any legal or disciplinary events that are material to a client’s evaluation or the integrity of Our management or advisory personnel. We will provide this disclosure (or a means to access this information) in writing prior to starting Our proposed engagement, and will provide such additional information or clarification as the client may request. We will also advise Our clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, Our plan to manage that situation, and any additional information such client may require.

II. General Conflict of Interest Disclosures

Disclosure of Conflicts Concerning the Firm’s Affiliates

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. The affiliate’s business with the client could create an incentive for Us to recommend a course of action designed to increase the level of the client’s business activities with the affiliate or to recommend against a course of

action that would reduce the client's business activities with the affiliate. In either instance, We may be perceived as recommending services for a client that are not in the best interests of Our clients, but rather are in Our interests or the interests of Our affiliates. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, We receive no compensation from Our affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, We require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure of Conflicts Related to the Firm's Compensation

From time to time, We may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since We may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, We may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest, if the transaction requires more work than contemplated and We are perceived as recommending a less time consuming alternative contrary to the client's best interest so as not to sustain a loss. Finally, We may contract with clients on an hourly fee basis. If We do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as We would not have a financial incentive to recommend an alternative that would result in fewer hours. We manage and mitigate all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

Disclosure of Conflicts Related to the Firm's Compensation Structure for Our Registered Advisors. Pursuant to various employee compensation structures, from time to time We offer certain of Our registered municipal advisors ("Registered Advisors") financial benefits based on his or her business plan, client base, performance, and/or transactions closed. This provides an incentive for such Registered Advisors to seek to retain additional clients and/or transactions or services from clients. While this form of compensation may be customary in some segments of the municipal advisory market, provision of such financial benefits may be deemed to present a conflict of interest. We manage and mitigate these types of conflicts by Registered Advisor's adherence to Our Code of Ethics and Policies and Procedures, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients

We regularly provide financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While Our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of Our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees Our engagement with any other particular client as a conflict, We will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes an "Informational Bubble" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, We will withdraw from the engagement.

Disclosure Related to Legal and Disciplinary Events

As registered municipal advisors with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, Our legal, disciplinary and judicial events are required to be disclosed on Our forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of form MA, 'Item 6 Disclosure Information' of form MA-I, and if applicable, the corresponding disclosure reporting page(s) ("DRP"). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically

Revised 06/13/2024

access PFM Financial Advisors LLC filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

PFM Financial Advisors LLC –

<http://www.sec.gov/cgi-bin/browse-edgar?company=PFM+Financial&owner=exclude&action=getcompany>

III. Specific Conflicts of Interest Disclosures – Polk Regional Water Cooperative – Financial Advisory Services Agreement

To Our knowledge, following reasonable inquiry, we are not aware of any other actual or potential conflict of interest that could reasonably be anticipated to impair Our ability to provide advice to or on behalf of the client in accordance with applicable standards of conduct of MSRB Rule G-42.

IV. Municipal Advisory Complaint and Client Education Disclosure

The MSRB protects state and local governments and other municipal entities and the public interest by promoting fair and efficient municipal securities markets. To that end, MSRB rules are designed to govern the professional conduct of brokers, dealers, municipal securities dealers and municipal advisors. Accordingly, if you as municipal advisory customer have a complaint about any of these financial professionals, please contact the MSRB's website at www.msrb.org, and consult the MSRB's Municipal Advisory Client brochure. The MSRB's Municipal Advisory Client brochure describes the protections available to municipal advisory clients under MSRB rules, and describes the process for filing a complaint with the appropriate regulatory authority.

PFM's Financial Advisory services are provided by PFM Financial Advisors LLC. PFM's Swap Advisory services are provided by PFM Swap Advisors LLC. Both entities are registered municipal advisors with the MSRB and SEC under the Dodd Frank Act of 2010.

Agenda Item G.1.

7/24/2024

SUBJECT

Preliminary Combined Projects Budget - FY2025 (Information)

DESCRIPTION

Per the requirements of the Interlocal Agreement Creating the Cooperative entered into on June 1, 2016, the Cooperative shall submit a budget of the Water Project Costs with a copy of the tentative budget no later than 30 days before the budget hearing. This is an informational item in preparation for the budget approval at the next PRWC BOD meeting.

This budget is related to the project work being completed under the Phase 1 Combined Projects' Implementation project, which now includes the continued work on the SE Test Production Well #3 (TPW #3) and the West Polk Test Production Well #2 (TPW#2), following BOD approval in January 2022. In January 2023 the remaining contracted work for the Southeast Wellfield, West Polk LFA, Peace Creek Integrated Water Supply Plan and the Peace River and Land Use Transitions portions of the Phase 1 Combined Projects was completed.

This item recaps expenditures on previous FY budgets and includes budgets for FY 2025 for the Board's information, review and comment. A final budget will be presented for consideration and approval at the September 2024 BOD meeting, which will memorialized by resolution.

RECOMMENDATION

Information only. This information will be presented again as an action item at the September 2024 BOD meeting.

FISCAL IMPACT

Approval of this budget at the September Board of Directors meeting will authorize PRWC staff to collect revenue and expend funds in accordance with the budget.

CONTACT INFORMATION

Katie Gierok

Eric DeHaven

Southeast Wellfield TPW #3 and West Polk TPW #2

Fiscal Year	Estimated Annual Costs (\$M)	SWFWMD Co-Funding and Grants (\$M)	Estimated Annual PRWC Obligation (\$M)	Actual PRWC Expenditures (\$M)
FY 2023 ¹	\$2.36	\$1.03	\$1.33	\$3.10
FY 2024 ²	\$6.49	\$3.09	\$3.39	\$1.68
FY 2025 is reflective of the latest business plan				
FY 2025 ^{3,4}	\$2.67	\$1.33	\$1.34	

Notes:

1. FY 23 Actual Expenditures are through the end of the fiscal year (September 2023).
2. FY 24 Actual Expenditures are through March 2024.
3. FY 2025 budgeting methodology differs from previous years' budgeting to reflect the latest Business Plan. FY 25 budget includes amounts previously budgeted for FY 2024 but not currently planned to be expended in that FY.
4. Budget includes amount for West Polk TPW #2. The Southeast TPW #3 was fully budgeted in FY 23 and FY 24,

Agenda Item H.1.

7/24/2024

SUBJECT

Preliminary West Polk Wellfield Project Budget - FY2025 (Information)

DESCRIPTION

Per the requirements of the Interlocal Agreement Creating the Cooperative entered into on June 1, 2016, the Cooperative shall submit a budget of the Water Project Costs with a copy of the tentative budget no later than 30 days before the budget hearing. This is an informational item in preparation for the budget approval at the next PRWC BOD meeting.

This budget is related to the project work being completed through the Implementation Agreement for the West Polk Lower Floridan Wellfield dated April 2021 for the design and construction of the West Polk (WP) Water Production Facility (WPF) and Transmission Mains (TM). This item recaps expenditures on previous FY budgets and includes budgets for FY 2025 for the Board's information, review and comment.

A final budget will be presented for consideration and approval at the September 2024 BOD meeting, which will memorialized by resolution.

RECOMMENDATION

Information only. This information will be presented again as an action item at the September 2024 BOD meeting.

FISCAL IMPACT

Approval of this budget at the September Board of Directors meeting will authorize PRWC staff to collect revenue and expend funds in accordance with the budget.

CONTACT INFORMATION

Katie Gierok

Eric DeHaven

Fiscal Year	Estimated Annual Costs (\$M)	SWFWMD Co-Funding and Grants (\$M) ¹	Estimated Annual PRWC Obligation (\$M) ²	Actual PRWC Expenditures (\$M) ³
FY 2023	\$7.18	\$1.85	\$5.33	\$1.74
FY 2024	\$11.89	\$3.95	\$7.94	\$0.19
FY 2025 is reflective of the latest business plan				
FY 2025 ⁴	\$27.18	\$7.62	\$19.56	

1. SWFWMD co-funding does not cover land, legal fees, and other non-eligible expenses. These costs may be covered by other types of grant funding.
2. Costs being financed through the Truist Loan, WIFIA, and SRF. Amount could be reduced with additional grant funding and does not include the cost of financing.
3. Actual expenditures through March 2024.
4. FY 2025 budgeting methodology differs from previous years' budgeting to reflect the latest Business Plan. FY 25 budget includes amounts previously budgeted for FY 2024 but not currently planned to be expended in that FY.

Agenda Item H.2.

7/24/2024

SUBJECT

Approve Change Order to the Youngquist Brothers Drilling, Inc. Contract for the Construction of West Polk Wellfield Injection Well #1 (Action)

DESCRIPTION

On March 22, 2023 the Southeast Board of Directors approved a contract with Youngquist Brothers Drilling, Inc. for the construction of the Southeast Injection Well 1 (SEIW-1). Construction of SEIW-1 is now concluding with final testing occurring in August and September of 2024. The well was constructed to a cased depth of 3,300' with a total depth of 8,050'. Preliminary testing has indicated that the well will be able to accept the full amount of concentrate water from Phase 1 of the project. The total cost for the SEIW-1 is \$18,888,000.

At the July 24, 2024 PRWC Southeast Wellfield Board of Directors meeting the Board will be asked to approve a contract amendment to allow construction of the West Polk Injection Well 1 (WPIW-1). In addition to the contract amendment, and in order to proceed with the construction of WPIW-1, the West Polk Board of Directors will be asked to consider a change order to the contract which allocates funding to the construction of WPIW-1.

The WPIW-1 Change Order (attached) provides for the following:

- 1) A construction contract time of an additional 1000 calendar days from Notice to Proceed to Final Completion with a substantial completion date of June 24, 2027;
- 2) An additional Construction Contract Price of \$23,349,310 for WPIW-1 and the Dual Zone Monitor Well.

The full contract price is now \$42,237,310 for both the Southeast and West Polk Projects injection wells and necessary monitor wells.

RECOMMENDATION

Approve the Change Order to the Youngquist Brothers Drilling, Inc. contract for the construction of West Polk Injection Well 1.

FISCAL IMPACT

The WPIW-1 is anticipated to cost \$18,762,600 (inclusive of stand-by time and contingency, well acidification, and final demobilization costs) and the dual zone monitor well is anticipated to cost \$4,586,710 for a total price of \$23,349,310. This overall cost of WPIW-1 is higher due to the need to construct a dual zone monitor well at the West Polk site. The Southeast site also required appropriate monitor wells, but those wells were constructed as a part of Test Well #2 under a separate drilling contract. Southwest Florida Water Management District grant funds and the Water Infrastructure Finance

and Innovation Act (WIFIA) loan have and will be utilized to fund the construction of both injection wells.

CONTACT INFORMATION

Eric DeHaven
Mark Addison
Tom Mattiacci



Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

July 2, 2024

Mark Addison, P.E.
Polk Regional Water Cooperative
1011 Jim Keene Blvd.
Winter Haven, FL 33880

Subject: Contract No. 22-641 - Southeast Polk Cretaceous Wellfield Injection Well IW-1

RE: Change Order No. 1 (West Polk LFA IW-1)

Mr. Addison,

Youngquist Brothers is pleased to submit the attached cost proposal for the West Polk LFA Injection Well No. 1 project. Should you have any questions, or require additional information, please contact our office.

Respectfully,

A handwritten signature in blue ink, appearing to read "Harvey Youngquist, Jr.", written over a horizontal line.

Harvey Youngquist, Jr.
LLC Manager & Vice President
Youngquist Brothers, LLC
Harvey@YoungquistBrothers.com

PRWC WPALFA WPF CRETACEOUS INJECTION WELL

BID SHEET

UNIT PRICE SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price (\$)	Item Total (\$)
Injection Well EW-1/IW-1					
1	Mobilization	1	LS	4,200,000	\$ 4,200,000
2	12-inch pilot hole to 350 ft	350	LF	500	\$ 175,000
3	Geophysical logging of pilot hole to 350 ft	1	LS	30,000	\$ 30,000
4	Ream nominal 56-inch diameter borehole to 350 ft	350	LF	500	\$ 175,000
5	Geophysical logging of reamed hole to 350 ft	1	LS	30,000	\$ 30,000
6	Install 48-inch diameter casing to 350 ft	350	LF	670	\$ 234,500
7	Cementing 48-inch diameter casing	1,620	94 lb. sack	30	\$ 48,600
8	12-inch pilot hole to 1,100 ft	750	LF	500	\$ 375,000
9	Geophysical logging of pilot hole to 1,100 ft	1	LS	40,000	\$ 40,000
10	Back-plug pilot hole	1,200	94 lb. sack	30	\$ 36,000
11	Ream nominal 48-inch diameter borehole to 1100 ft	750	LF	500	\$ 375,000
12	Geophysical logging of reamed hole to 1,100 ft	1	LS	35,000	\$ 35,000
13	Install 40-inch diameter casing to 1,100 ft	1,100	LF	656	\$ 721,600
14	Cementing 40-inch diameter casing	6,000	94 lb. sack	40	\$ 240,000
15	12-inch pilot hole to 2,800 ft	1,700	LF	500	\$ 850,000
16	Packer Tests (1,100 to 2,800 ft bls)	4	LS each	40,000	\$ 160,000
17	Geophysical logging of pilot hole to 2,800 ft	1	LS	50,000	\$ 50,000
18	Back-plug pilot hole	2,800	94 lb. sack	30	\$ 84,000
19	Ream nominal 40-inch diameter borehole to 2,800 ft	1,700	LF	500	\$ 850,000
20	Geophysical logging of reamed hole to 2,800 ft	1	LS	40,000	\$ 40,000
21	Install 30-inch diameter casing to 2,800	2,800	LF	403	\$ 1,128,400
22	Cementing 30-inch diameter casing	9,000	94 lb. sack	30	\$ 270,000
23	12-inch pilot hole to 3,900 ft	1,100	LF	500	\$ 550,000
24	Coring	5	LS each	40,000	\$ 200,000
25	Geophysical logging of pilot hole to 3,900 ft	1	LS	60,000	\$ 60,000
26	Packer tests (2,800 to 3,900 ft)	3	LS each	40,000	\$ 120,000
27	Back-plug pilot hole	6,000	94 lb. sack	30	\$ 180,000
28	Ream nominal 30-inch diameter borehole to 3,900 ft	1,100	LF	600	\$ 660,000
29	Geophysical logging of reamed hole to 3,900 ft	1	LS	45,000	\$ 45,000
29	Install 20-inch diameter casing to 3,900 ft	3,900	LF	500	\$ 1,950,000
30	Cementing 20-inch diameter casing (Type II)	6,000	94 lb. sack	30	\$ 180,000
31	Cementing 20-inch diameter casing (Type V)	4,400	94 lb. sack	100	\$ 440,000
32	MIT (Pressure test and CBL)	1	LS	175,000	\$ 175,000
33	Drill Nominal 20-inch diameter borehole to 8000 ft	4,100	LF	100	\$ 410,000
34	Packer tests below 3,900 ft	5	LS ea.	50,000	\$ 250,000
35	Geophysical logging of 20-inch diameter borehole	1	LS	70,000	\$ 70,000
36	Install and cement injection tubing to 3,900 ft	1	LS	923,000	\$ 923,000
37	Well development and sampling	1	LS	80,000	\$ 80,000
38	MIT Final	1	LS	200,000	\$ 200,000
39	Injection test	1	LS	250,000	\$ 250,000
SUBTOTAL					\$ 16,891,100
Dual-Zone Monitoring Well (DZMW-1)					
D1	Mobilization	1	LS	1,218,170	\$ 1,218,170
D1	12-inch pilot hole to 350 ft	350	LF	500	\$ 175,000
D3	Geophysical logging of pilot hole to 350 ft	1	LS	30,000	\$ 30,000
D4	Ream nominal 32-inch diameter borehole to 350 ft	350	LF	640	\$ 224,000
D5	Geophysical logging of reamed hole to 350 ft	1	LS	30,000	\$ 30,000
D6	Install 24-inch diameter casing to 350 ft	350	LF	240	\$ 84,000
D7	Cementing 24-inch diameter casing	1,500	94 lb. sack	30	\$ 45,000
D8	12-inch pilot hole to 1,120 ft	770	LF	500	\$ 385,000
D9	Geophysical logging of pilot hole to 1,120 ft	1	LS	40,000	\$ 40,000
D10	Back-plug pilot hole	1,200	94 lb. sack	30	\$ 36,000

D11	Ream nominal 24-inch diameter borehole to 1,120 ft	770	LF	480	\$	369,600
D12	Install 16-inch diameter casing to 1,120 ft	1,120	LF	400	\$	448,000
D13	Cementing 16-inch diameter casing	4,000	94 lb. sack	30	\$	120,000
D14	Perform casing pressure test	1	LS	87500	\$	87,500
D15	Drill nominal 16-diameter borehole to to 1,220 ft	100	LF	318	\$	31,800
D16	Perform pumping (step-drawdown) test	1	LS	40,000	\$	40,000
D17	Drill nominal 16-diameter borehole to to 2,700 ft	1,480	LF	318	\$	470,640
D18	Geophysical logging of hole to 2,700 ft	1	LS	50,000	\$	50,000
D19	Perform off-bottom packer test of LMZ	1	LS	40,000	\$	40,000
D20	Install 6 5/8-inch diameter FRP tubing to 2,600 ft	1	LS	434,000	\$	434,000
D21	Cement FRP tubing to base of UMZ (1,220 ft)	2600	94 lb. sack	30	\$	78,000
D22	Perform casing pressure test and CBL log					
D23	Well development and sampling	2	LS	30,000	\$	60,000
D24	Step-drawdown test	2	LS	30,000	\$	60,000
D25	Video survey	1	LS	30,000	\$	30,000
SUBTOTAL					\$	4,586,710
Upon Completion of Drilling						
M-1	Installation of wellheads, demobilization, and site restoration	1	LS	946,500	\$	946,500
Additional and Optional Tasks						
A-1	Acidification of EW-1	1	LS	133,000	\$	133,000.00
A-2	Stand-by and Rig time	240	HRS	800	\$	192,000.00
A-3	Contingency	1	EA	600,000	\$	600,000.00
GRAND TOTAL FOR ALL ITEMS (BASIS OF AWARD)					\$	23,349,310.00

EXHIBIT XVII: CHANGE ORDER
Polk Regional Water Cooperative

Project: Southeast Polk Cretaceous Wellfield Injection Well IW-1

Contract No.: 22-641

Change Order No: 001

Contractor: Youngquist Brothers, LLC

Architect/Engineer: Carollo Engineers/WSP

Description of Change Order: Expand the Scope of Work to add a second injection well (West Polk LFA Cretaceous Injection Well IW-1/EW-1) as provided for in the Agreement for Well Drilling Services (as Amended)

Contract is changed as follows: Expand the Scope of Work to add a second injection well (West Polk LFA Cretaceous Injection Well IW-1/EW-1) as detailed in the attached cost proposal and technical specifications.

Architect/Engineer: William S. Manahan, P.E. (Signature) Date: 7/10/2024
WSP USA Inc.

Original Contract Sum:	\$18,888,000.00
Net change by previously authorized Change Order	\$0
Contract Sum prior to this Change Order	\$18,888,000.00
Contract Sum will be increased/decreased by this Change Order in the amt of	\$23,349,310.00
New Contract Sum including this Change Order will be	\$42,237,310.00

Contract Time will be increased by 1,000 days.

Date of Substantial Completion as of the date of this Change Order therefore is June 24, 2027.

The above changes are accepted by:

Contractor: Harvey Youngquist, Jr. Date: July 2, 2024

You are hereby authorized to make the changes noted above:

Reviewed as to form and legal sufficiency:

Cooperative Attorney's Office Date

Cooperative Executive Director Date
or Designee

Attest:
By: _____

Polk Regional Water Cooperative
By: _____

_____, Chairman
Board of Directors

Date Signed by Chairman: _____

Agenda Item H.3.

7/24/2024

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
- 2) Land acquisition
 - a. Water Treatment Facility property
 - b. Well sites
- 3) Permitting activities
- 4) Construction

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.1.

7/24/2024

SUBJECT

Preliminary Southeast Wellfield Project Budget (Information)

DESCRIPTION

Per the requirements of the Interlocal Agreement Creating the Cooperative entered into on June 1, 2016, the Cooperative shall submit a budget of the Water Project Costs with a copy of the tentative budget no later than 30 days before the budget hearing. This is an informational item in preparation for the budget approval at the next PRWC BOD meeting.

This budget is related to the project work being completed through the Implementation Agreement for the Southeast Wellfield dated April 2021 for the design and construction of the Southeast Wellfield (SE) Water Production Facility (WPF) and Transmission Mains (TM). This item recaps expenditures on previous FY budgets and includes budgets for FY 2025 for the Board's information, review and comment.

A final budget will be presented for consideration and approval at the September 2024 BOD meeting, which will memorialized by resolution.

RECOMMENDATION

Information only. This information will be presented again as an action item at the September 2024 BOD meeting.

FISCAL IMPACT

Approval of this budget at the September Board of Directors meeting will authorize PRWC staff to collect revenue and expend funds in accordance with the budget.

CONTACT INFORMATION

Katie Gierok

Eric DeHaven

Fiscal Year	Estimated Annual Costs (\$M)	SWFWMD Co-Funding and Grants (\$M) ¹	Estimated Annual PRWC Obligation (\$M) ²	Actual PRWC Expenditures (\$M) ³
FY 2023	\$34.97	\$10.40	\$24.57	\$14.29
FY 2024	\$28.40	\$8.62	\$19.78	\$5.90
FY 2025 is reflective of the latest business plan				
FY 2025 ⁴	\$180.49	\$78.20	\$102.29	

1. SWFWMD co-funding does not cover land, legal fees, and other non-eligible expenses. These costs may be covered by other types of grant funding.
2. Costs being financed through the Truist Loan, WIFIA, and SRF. Amount could be reduced with additional grant funding and does not include the cost of financing.
3. Actual expenditures through March 2024.
4. FY 2025 budgeting methodology differs from previous years' budgeting to reflect the latest Business Plan. FY 25 budget includes amounts previously budgeted for FY 2024 but not currently planned to be expended in that FY.

Agenda Item I.2.

7/24/2024

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) Design and Cost Estimating;
 - a. Water Production Facility
 - b. Transmission Main
 - c. 90% Design - Construction Cost Estimate
- 2) Bidding and Construction;
 - a. Production wells
 - b. Injection well
 - c. Transmission Main
 - d. Water Production Facility
- 3) Land acquisition;
- 4) Permitting;
- 5) 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 I.3.

7/24/2024

SUBJECT

Adopt Resolution 2024-21 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #13A) 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 2024-21 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 2024-21 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #13A) 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 2024-21

**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 (2032-PE), 2032-TCE), (2035-PE), (2035-TCE), (3000-PE), (3000-TCE), (3001-PE), (3001-TCE), (3002-PE), (3002-TCE), (3003-PE), (3003-TCE), (3004-PE), (3004-TCE), (3005-PE), (3005-TCE), (3006-PE), (3006-TCE), (3010-PE) and (3010-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 July, 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 22 Pages]

DESCRIPTION
2032-PE

DESCRIPTION:

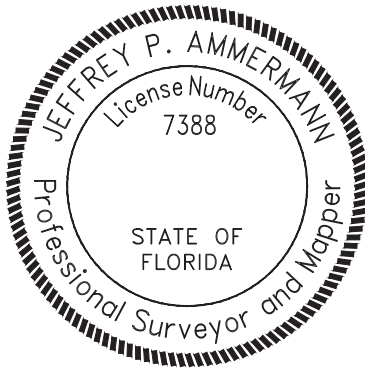
A parcel of land being a portion of a parcel described in Official Records Book 12353, Pages 1278 through 1280, Public Records of Polk County, Florida, as located in Section 23, Township 28 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the West 1/4 of the Southwest 1/4 of said Section 23; thence South 00°19'44" East, along the East line of said West 1/4 of the Southwest 1/4, 21.03 feet to the intersection with the South maintained right-of-way line of Edwards Road as depicted in Map Book 10, Pages 31 through 36, Public Records of Polk County, Florida also being the North line of said parcel described in Official Records Book 12353, Pages 1278 through 1280, and the POINT OF BEGINNING; thence continue South 00°19'44" East, along the East line of said parcel, 35.29 feet; thence South 89°23'21" West, 189.56 feet; thence North 89°15'09" West, 450.09 feet; thence North 00°10'48" West, 35.83 feet to the intersection with said South maintained right-of-way line of Edwards Road; thence North 89°53'39" East, along said South line, 87.37 feet; thence South 88°57'38" East, along said South line, 100.04 feet; thence South 87°14'43" East, along said South line, 100.18 feet; thence North 89°53'39" East, along said South line, 300.01 feet; thence North 88°18'58" East, along said South line, 52.06 feet to the POINT OF BEGINNING.

Said combined parcels contain 22,554.46 square feet, more or less.

CERTIFICATION:

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



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

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

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

CS PROJECT: 8825.03

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

2032-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 01/20/2024

SHEET NO. V-01

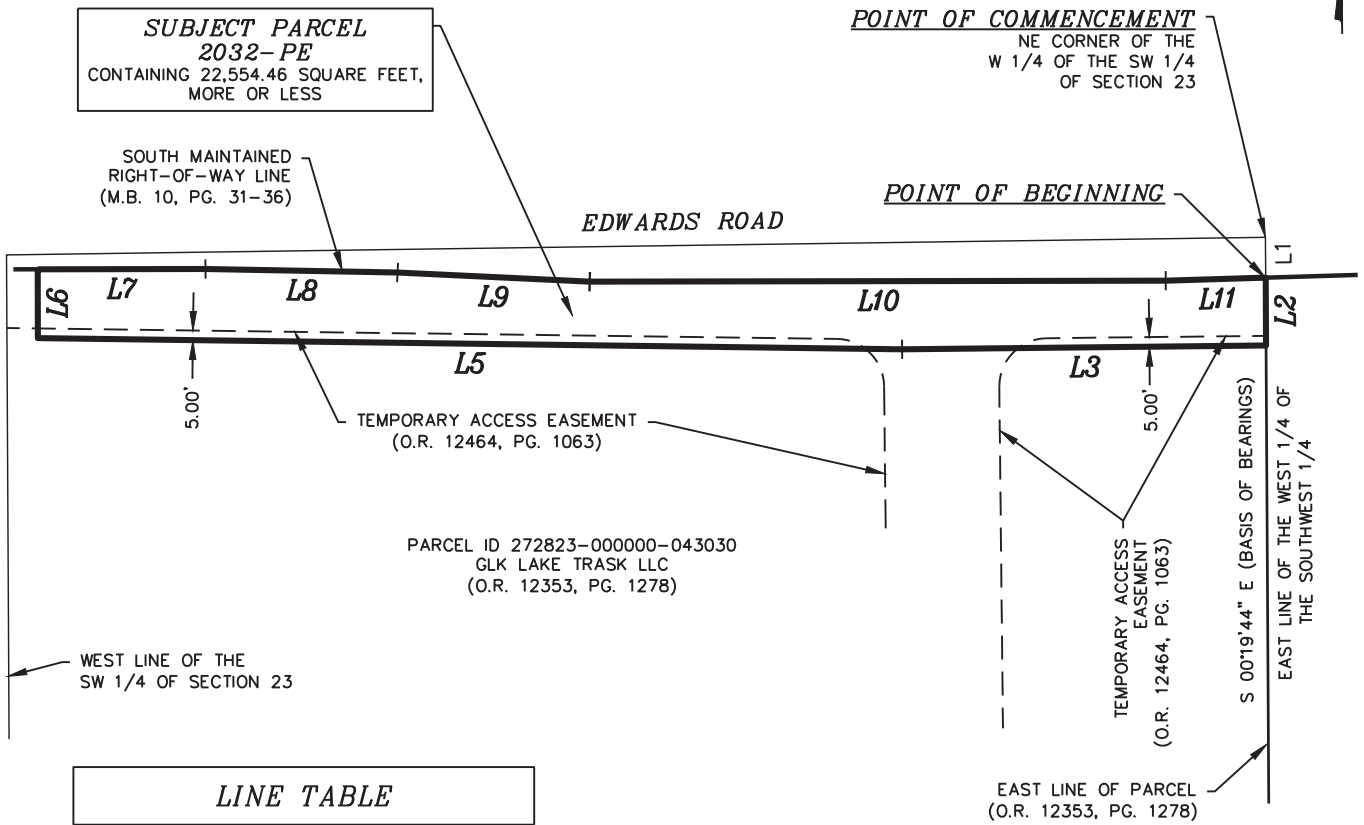
C:\Users\JAMMER~1\AppData\Local\Temp\AcPublish_6708\882503-SCC-2023-04-05-EDWARDS ESMT.dwg 2032-PE Jan 20, 2024 2:01pm By: jammermann

LEGEND:

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

DESCRIPTION SKETCH
2032-PE

SCALE 1" = 100'



LINE TABLE

LINE #	BEARING	LENGTH
L1	S 00°19'44" E	21.03'
L2	S 00°19'44" E	35.29'
L3	S 89°23'21" W	189.56'
L5	N 89°15'09" W	450.09'
L6	N 00°10'48" W	35.83'
L7	N 89°53'39" E	87.37'
L8	S 88°57'38" E	100.04'
L9	S 87°14'43" E	100.18'
L10	N 89°53'39" E	300.01'
L11	N 88°18'58" E	52.06'

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the parcel as recorded in Official Records Book 12353, Pages 1278 through 1280, Public Records of Polk County, Florida, being described as South 00°19'44" East.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

SHEET 2 OF 2

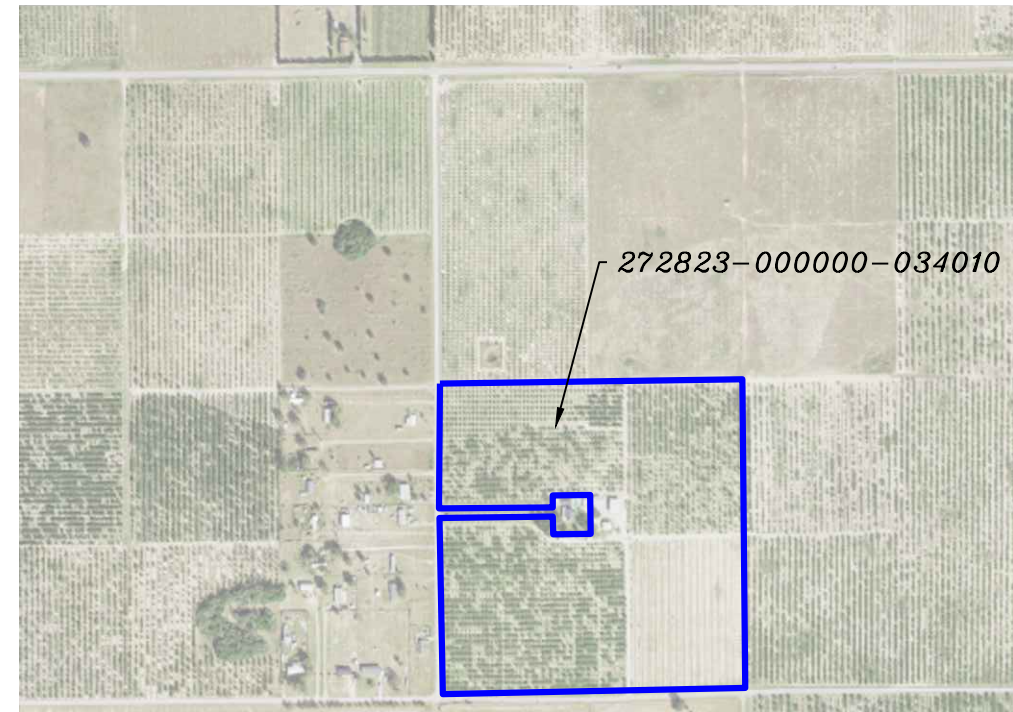
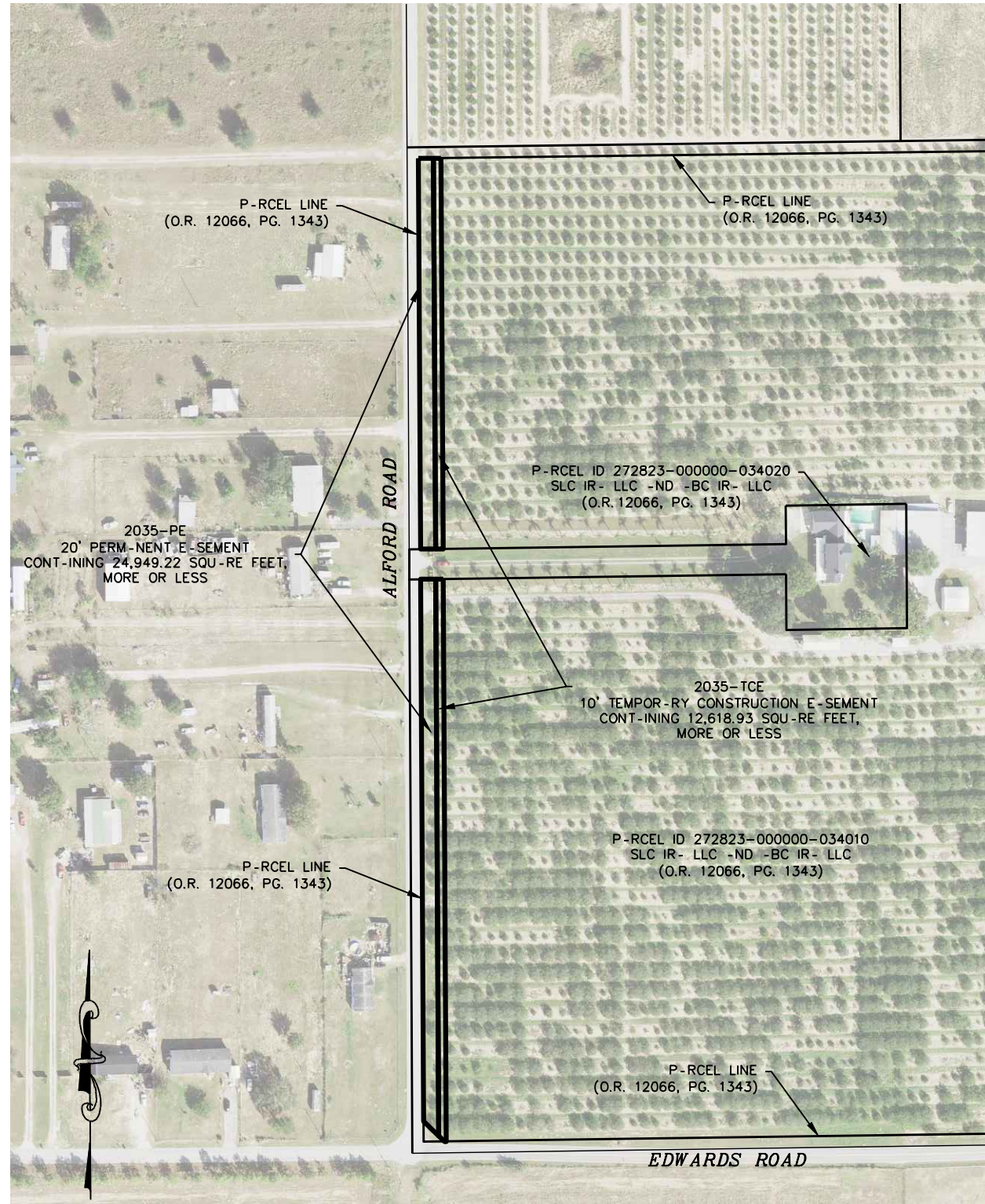
CS PROJECT: 8825.03
 2032-PE
 SHEET NO. V-02

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: **01/20/2024**



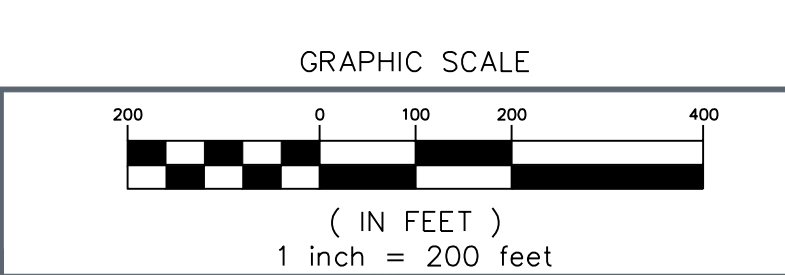
P:\882503\CAD\Survey\KEY SHEET 1\11-ALFORD ROAD\882503-SCC-2023-04-05-ALFORD ESMT.dwg 2035-EX Jan 23, 2024 7:25pm by: jammermann

NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN
 205 EAST ORANGE STREET
 SUITE #110
 LAKELAND, FL 33801-4611
 (863) 646-1402
 © 2023 CHASTAIN SKILLMAN C.A. NO. 262



PRWC
 SLC IRA LLC AND ABC IRA LLC EXHIBIT



FIELD BY:	CS PROJECT NUMBER: 8825.03
DATE: 01/23/2024	PARCEL NUMBER: 2035
FIELD BOOK & PAGE: 000 000 000	SHEET NUMBER: V-01

DESCRIPTION
2035-PE

DESCRIPTION:

parcel of land being portion of parcel described in Official Records Book 12066 Pages 1343 through 1344 Public Records of Polk County Florida located in Section 23 Township 28 South Range 27 East being more particularly described as follows: a

The West 20.00 feet of the southwest 1/4 of the northwest 1/4 of Section 23 Township 28 South Range 27 East LE a 15 feet off the West North East and South sides thereof LE a a D EXCEPT: Begin on the West line and 761.35 feet north of the southwest corner of the southwest 1/4 of the northwest 1/4 of Section 23 Township 28 South Range 27 East and run thence north 89°29' East 500 feet; thence south 74.1 feet; thence south 89°25' East 160 feet; thence north 165 feet; thence north 89°25' West 160 feet; thence south 50.9 feet; thence south 89°29' West 500 feet to the West line of Section 23; and thence south 40 feet to the Point of Beginning. a

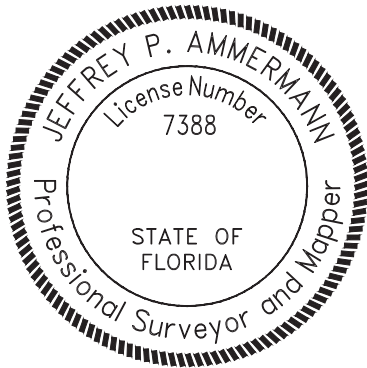
LE a a D EXCEPT a

Containing the southwest corner of the southwest 1/4 of the northwest 1/4 of Section 23 Township 28 South Range 27 East Polk County Florida; thence north 00°00'00" East along the West line of said Section 23 distance of 15.00 feet; thence north 89°30'08" East parallel to the south line of said southwest 1/4 of the northwest 1/4 15.00 feet to the intersection with line line being 15.00 feet East of and parallel to said West line of Section 23 and the POINT OF BEGINNING; thence north 00°00'00" East along said parcel line 27.21 feet to the intersection with the north maintained right-of-way line of Edwards Road as depicted in Map Book 10 Pages 31 through 36 Public Records of Polk County Florida; thence south 45°50'43" East along said maintained right-of-way line 27.88 feet to the intersection with line being 35.00 feet East of and parallel to said West line of Section 23; thence south 00°00'00" East along said parallel line 7.62 feet to the intersection with line being 15.00 feet north of and parallel to the south line of said southwest 1/4 of the northwest 1/4; thence south 89°30'08" West along said parallel line 20.00 feet to the POINT OF BEGINNING. a

parcel contains 24 949.22 square feet more or less. a

CERTIFICATION:

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



JEFFREY P. AMMERMAN P. ...
FLORIDA REGISTRATION # 7388 a
JEFFREY P. AMMERMAN @CHARTERED SURVEYORS.COM
THIS IS A HARD COPY OF THE ORIGINAL AND ELECTRONIC COPY OF THE ORIGINAL
SURVEYOR ON THE DATE OF THE ORIGINAL AND ELECTRONIC COPY OF THE ORIGINAL
VERIFIED ON ANY ELECTRONIC COPY A PRINTED COPY OF THE ORIGINAL DOCUMENT
REPRODUCED WITHOUT REPRODUCTION

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

CS PROJECT: 8825.03
2035-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: 01/23/2024

P:\882503\CAD\Survey\KEY SHEET 1\11-ALFORD ROAD\882503-SCC-2023-04-05-ALFORD ESMT.dwg 2035-PE Jan 23, 2024 7:07pm by: jammermann

SCALE
1" = 200'

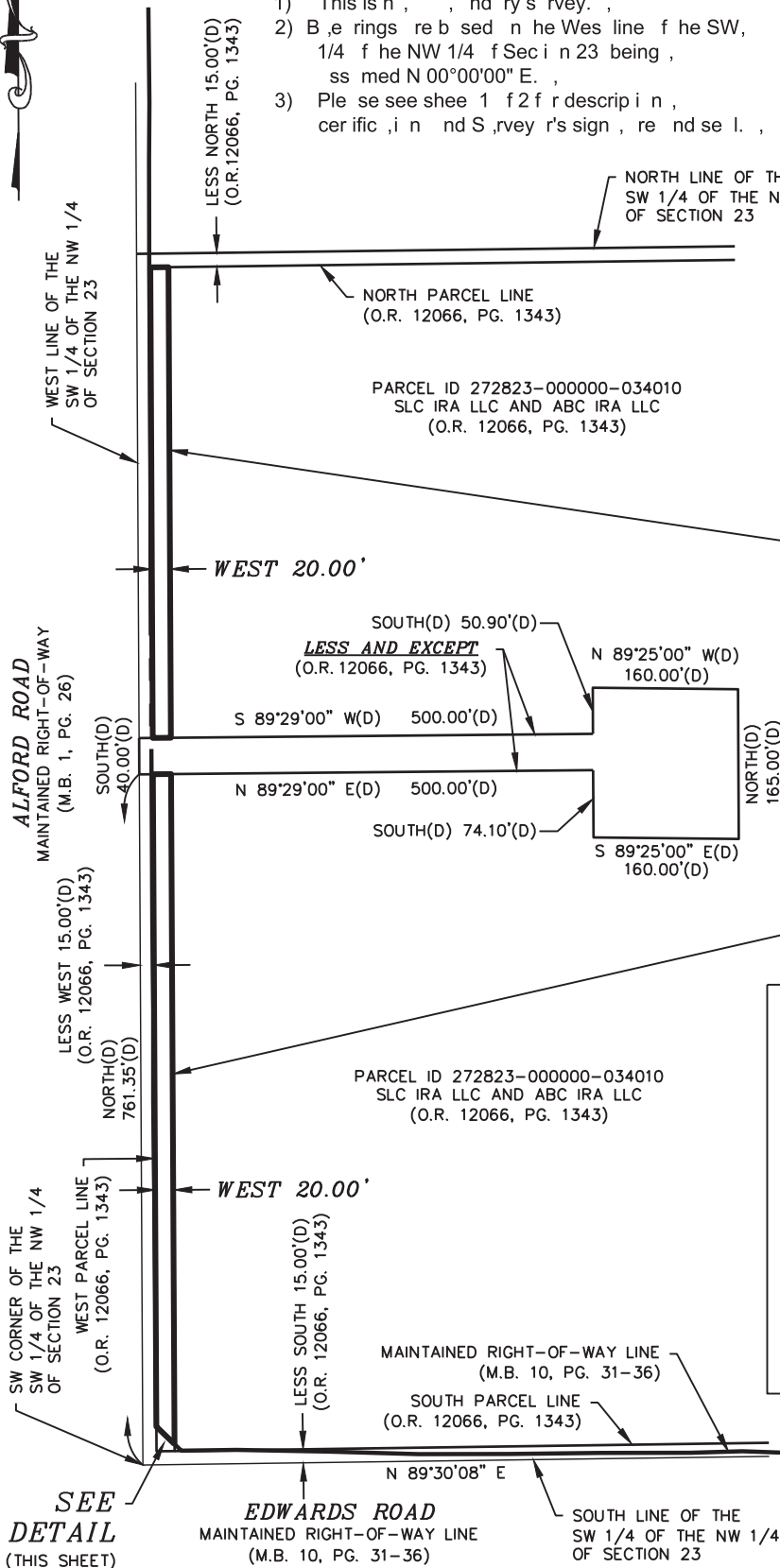
DESCRIPTION SKETCH LEGEND:
2035-PE

NOTES:

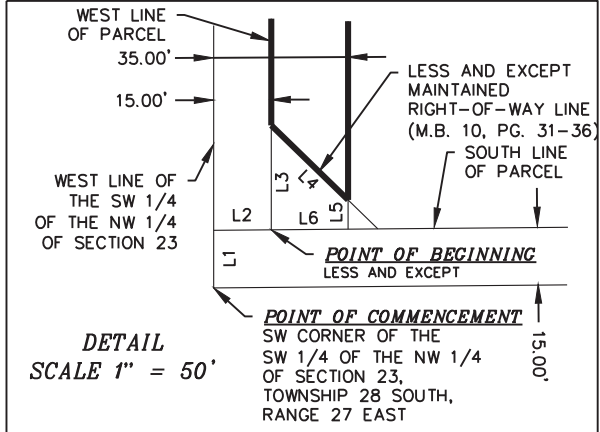
- 1) This is a new survey.
- 2) Bearings are based on the West line of the SW 1/4 of the NW 1/4 of Section 23 being, S 89°29'00" E.
- 3) Please see sheet 1 of 2 for description, certificate and surveyor's signature and seal.

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

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 00°00'00" E	15.00'
L2	N 89°30'08" E	15.00'
L3	N 00°00'00" E	27.21'
L4	S 45°50'43" E	27.88'
L5	S 00°00'00" E	7.62'
L6	S 89°30'08" W	20.00'



SUBJECT PARCEL
2035-PE
CONTAINING 24,949.22 SQUARE FEET,
MORE OR LESS



SHEET 2 OF 2

CS PROJECT: 8825.03

2035-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: 01/17/2024

P:\882503\CAD\Survey\KEY SHEET 1\11-ALFORD ROAD\882503-SCC-2023-04-05-ALFORD ESMT.dwg 2035-PE (2) Jan 23, 2024 7:07pm by: jammermann

LEGEND:

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

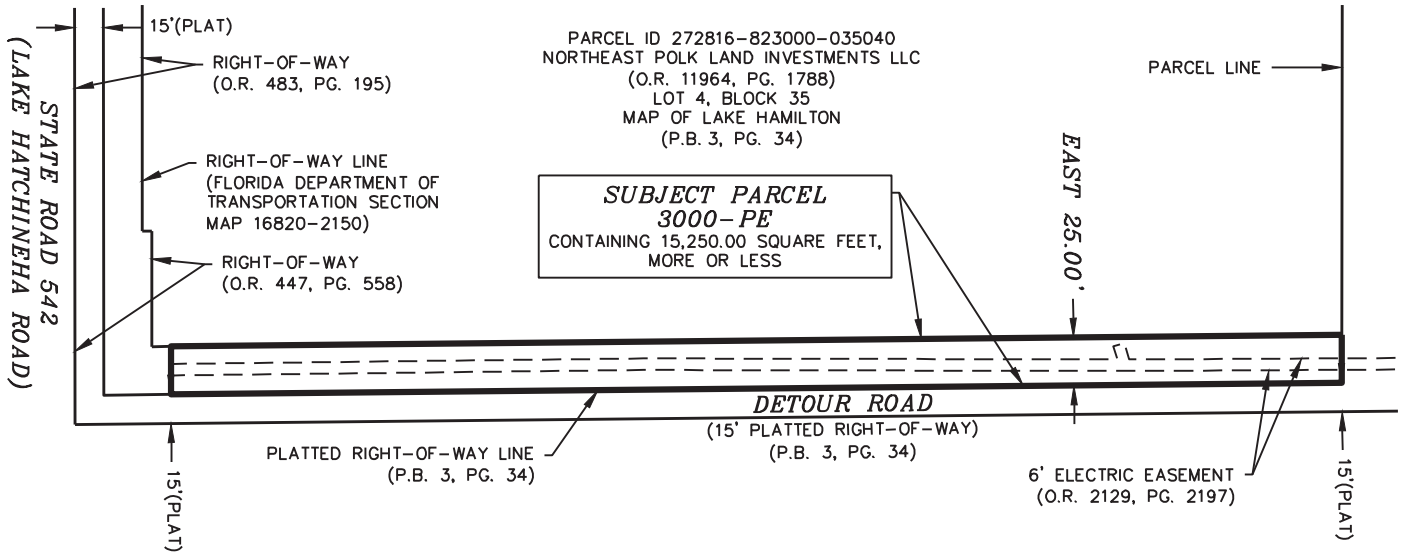
DESCRIPTION AND SKETCH
3000-PE



SCALE
1"=100'

NOTES:

- 1) This is n O O nd ry s rvey. O



DESCRIPTION:

A parcel of land being principal of Lot 4, Block 35, of the plat of MAP OF LAKE HAMILTON, as recorded in Plat Book 3, Page 34, and described in Official Records Book 11964, Page 1788, Public Records of Polk County, Florida, located in Section 16, Township 28 South, Range 27 East, being more or less as follows: 0

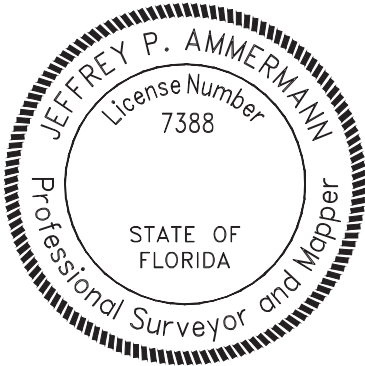
The East 25.00 feet of Lot 4, Block 35. 0

LESS AND EXCEPT the right-of-way for State Road 542 (Lake Hatchineha Road) as recorded in Official Records Book 447, Page 558, and Official Records Book 483, Page 195, both Public Records of Polk County, Florida, and as depicted in Florida Department of Transportation Section Map 16820-2150. 0

Subject parcel containing 15,250.00 square feet, more or less. 0

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, and of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, promulgated in Section 472.027, Florida Statutes. 0



JEFFREY P. AMMERMAN, P.S.M. 0
FLORIDA REGISTRAR OF PSM 7388 0
JAMMERMANN@CHASTAINSKILLMAN.COM 0
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE 0
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE 0
VERIFIED IN ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT 0
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL. 0

SHEET 1 OF 1

CS PROJECT: 8825.03

3000-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: 01/16/2024

P:\882503\CAD\Survey\KEY SHEET 1\9-DETOUR ROAD\882503-SCC-2023-04-04-DETOUR ESMT.dwg 3000-PE Jan 16, 2024 3:12pm By: jammermann

LEGEND:

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

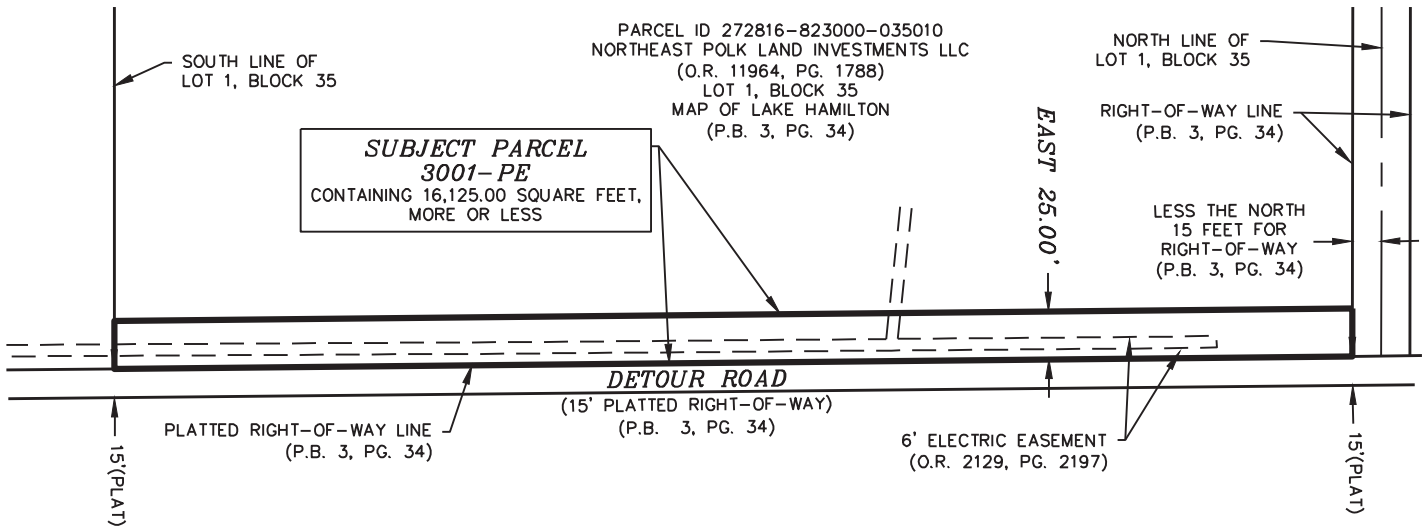
DESCRIPTION AND SKETCH
3001-PE



SCALE
1" = 100'

NOTES:

- 1) This is n O O nd ry s rvey. O



DESCRIPTION:

A parcel of land being principal of Lot 1, Block 35, of the plat of MAP OF LAKE HAMILTON, as recorded in Plat Book 3, Page 34, and described in Official Records Book 11964, Page 1788, Public Records of Polk County, Florida, located in Section 16, Township 28 South, Range 27 East, being more particularly described as follows: O

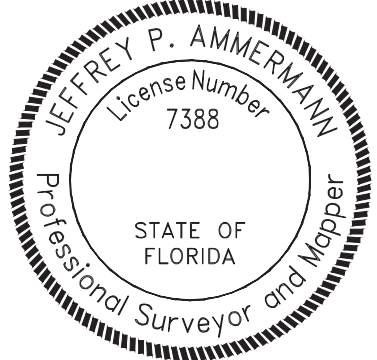
The East 25.00 feet of Lot 1, Block 35. O

LESS AND EXCEPT the North 15 feet of right-of-way as described in said plat. O

Said parcel containing 16,125.00 square feet, more or less. O

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, Order of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, promulgated in Section 472.027, Florida Statutes. O



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

SHEET 1 OF 1	
CS PROJECT: 8825.03	
3001-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: 01/17/2024

P:\882503\CAD\Survey\KEY SHEET 1\9-DETOUR ROAD\882503-SCC-2023-04-04-DETOUR ESMT.dwg 3001 PE Jan 17, 2024 4:38pm 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

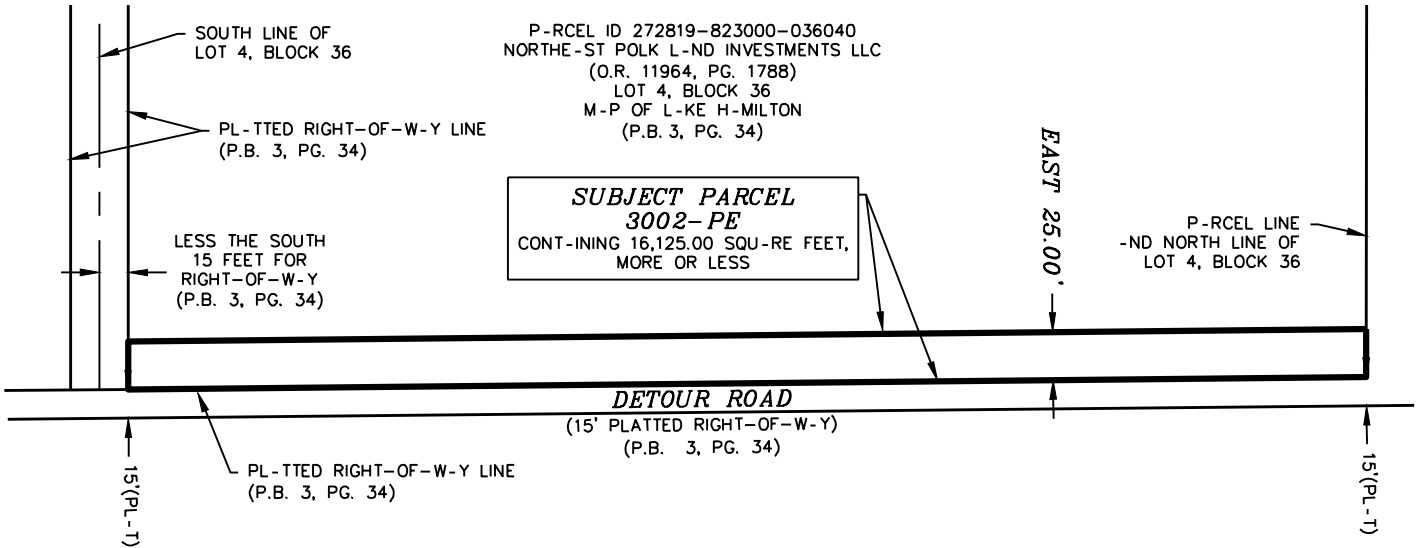
DESCRIPTION AND SKETCH
3002-PE



SCALE
1"=100'

NOTES:

- 1) This is not a Boundary survey.



DESCRIPTION:

A parcel of land being a portion of Lot 4, Block 36, of the plat of MAP OF LAKE HAMILTON, as recorded in Plat Book 3, Page 34, and described in Official Records Book 11964, Page 1788, Public Records of Polk County, Florida, located in Section 16, Township 28 South, Range 27 East, being more particularly described as follows:

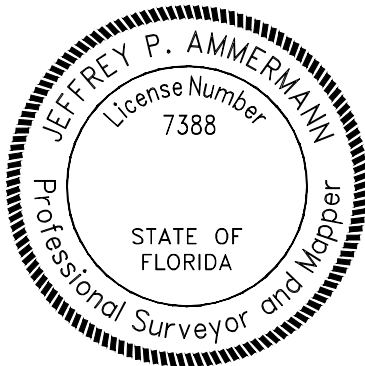
The East 25.00 feet of said Lot 4, Block 36.

LESS AND EXCEPT the South 15 feet for right-of-way as described on said plat.

Said parcel containing 16,125.00 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. 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

3002-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: 01/17/2024

P:\882503\CAD\Survey\KEY SHEET 1\9-DETOUR ROAD\882503-SCC-2023-04-04-DETOUR ESMT.dwg 3002-PE Jan 17, 2024 5:43pm 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

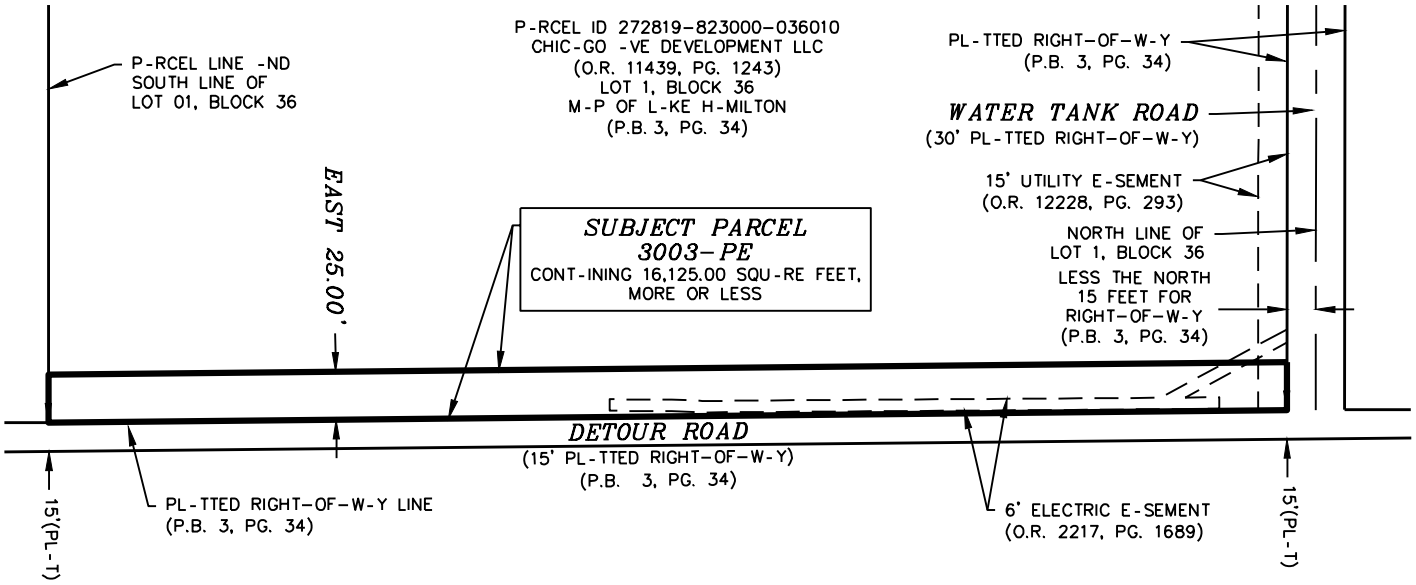
DESCRIPTION AND SKETCH
3003-PE



SCALE
1"=100'

NOTES:

- 1) This is not a Boundary survey.



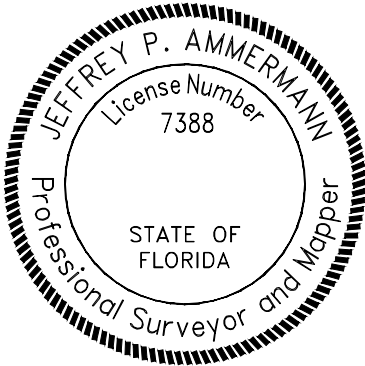
DESCRIPTION:

A parcel of land being a portion of Lot 1, Block 36, of the plat of MAP OF LAKE HAMILTON, as recorded in Plat Book 3, Page 34, and described in Official Records Book 11439 Page 1243, Public Records of Polk County, Florida, located in Section 16, Township 28 South, Range 27 East, being more particularly described as follows:

- The East 25.00 feet of said Lot 1, Block 36.
- LESS AND EXCEPT the North 15 feet for right-of-way as described on said plat.
- Said parcel containing 16,125.00 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. 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
3003-PE
SHEET NO. V-01

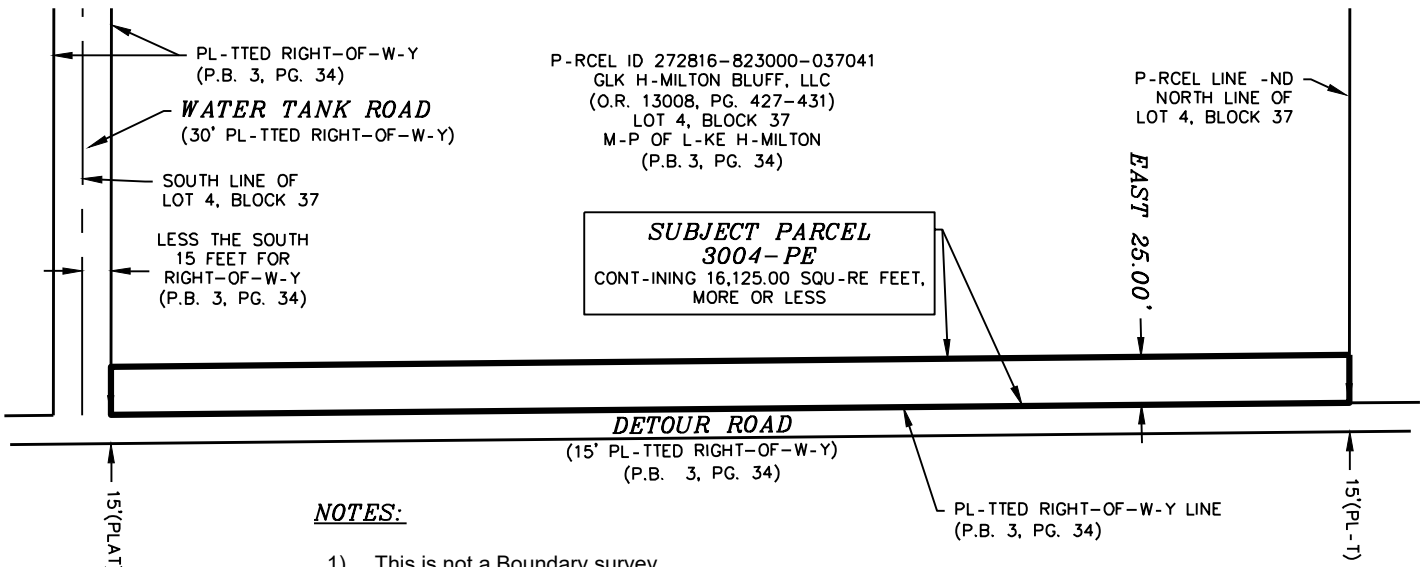
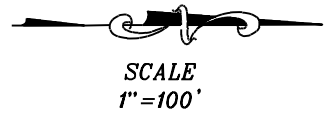
PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262
DRAWN BY: S. CHILDS
FIELD BOOK: — PAGE: — DATE: 01/17/2024

P:\882503\CAD\Survey\KEY SHEET 1\9-DETOUR ROAD\882503-SCC-2023-04-04-DETOUR ESMT.dwg 3003-PE Jan 17, 2024 6:51pm 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 AND SKETCH
3004-PE



NOTES:

- 1) This is not a Boundary survey.
- 2) The Subject Parcel is completely encumbered by the following easements. All of the following easements are recorded in the Public Records of Polk County, Florida.
Temporary Access Easement (O.R 13027, PG. 1101)
Easement Agreement recorded in (O.R 13057, PG. 1097)
Temporary Construction and Access Easement (O.R 13041, PG. 1995)

DESCRIPTION:

A parcel of land being a portion of Lot 4, Block 37, of the plat of MAP OF LAKE HAMILTON, as recorded in Plat Book 3, Page 34, and described in Official Records Book 13008 Page 427 through 431, Public Records of Polk County, Florida, located in Section 16, Township 28 South, Range 27 East, being more particularly described as follows:

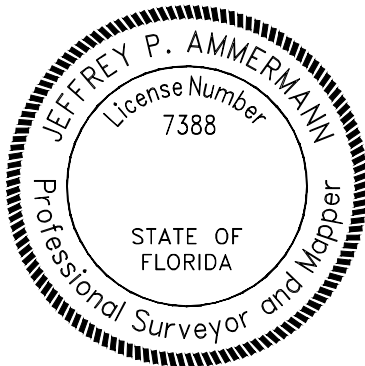
The East 25.00 feet of said Lot 4, Block 37.

LESS AND EXCEPT the South 15 feet for right-of-way as described on said plat.

Said parcel containing 16,125.00 square feet, more or less.

CERTIFICATION:

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



JEFFREY P. AMMERMANN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
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SHEET 1 OF 1

CS PROJECT: 8825.03

3004-PE

SHEET NO. V-01

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

DRAWN BY: S. CHILDS

FIELD BOOK: — **PAGE:** —

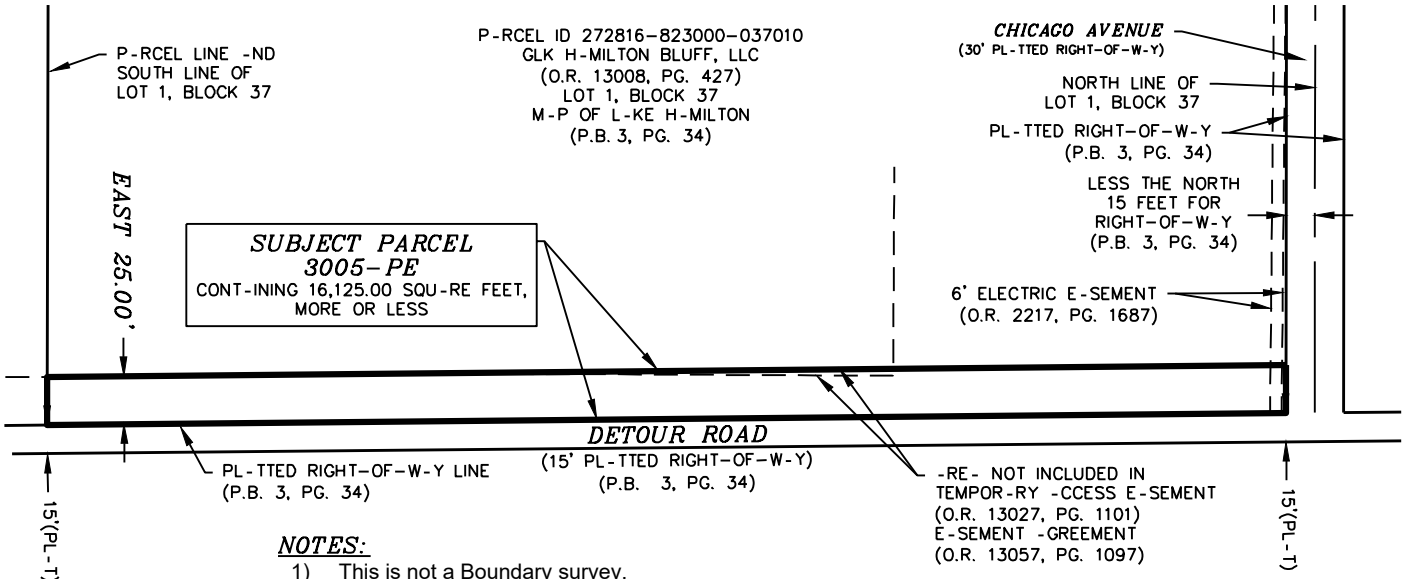
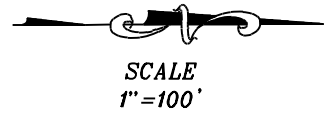
DATE: 06/07/2024

P:\882503\CAD\Survey\KEY SHEET 1\9-DETOUR ROAD\882503-SCC-2023-04-04-DETOUR ESMT.dwg 3004-PE Jun 07, 2024 7:32am 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
- ID = IDENTIFIC-TION

DESCRIPTION AND SKETCH
3005-PE



NOTES:

- 1) This is not a Boundary survey.
- 2) The Subject Parcel is completely encumbered by the following easements except as noted.
All of the following easements are recorded in the Public Records of Polk County, Florida.
Temporary Access Easement (O.R 13027, PG. 1101)
Easement Agreement recorded in (O.R 13057, PG. 1097)
Temporary Construction and Access Easement (O.R 13041, PG. 1995)

DESCRIPTION:

A parcel of land being a portion of Lot 1, Block 37, of the plat of MAP OF LAKE HAMILTON, as recorded in Plat Book 3, Page 34, and described in Official Records Book 13008, Pages 427 through 431, Public Records of Polk County, Florida, located in Section 16, Township 28 South, Range 27 East, being more particularly described as follows:

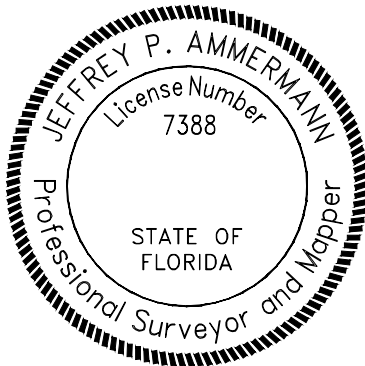
The East 25.00 feet of said Lot 1, Block 37.

LESS AND EXCEPT the North 15 feet for right-of-way as described on said plat.

Said parcel containing 16,125.00 square feet, more or less.

CERTIFICATION:

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



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

3005-PE

SHEET NO. V-01

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

DRAWN BY: S. CHILDS

FIELD BOOK: — **PAGE:** —

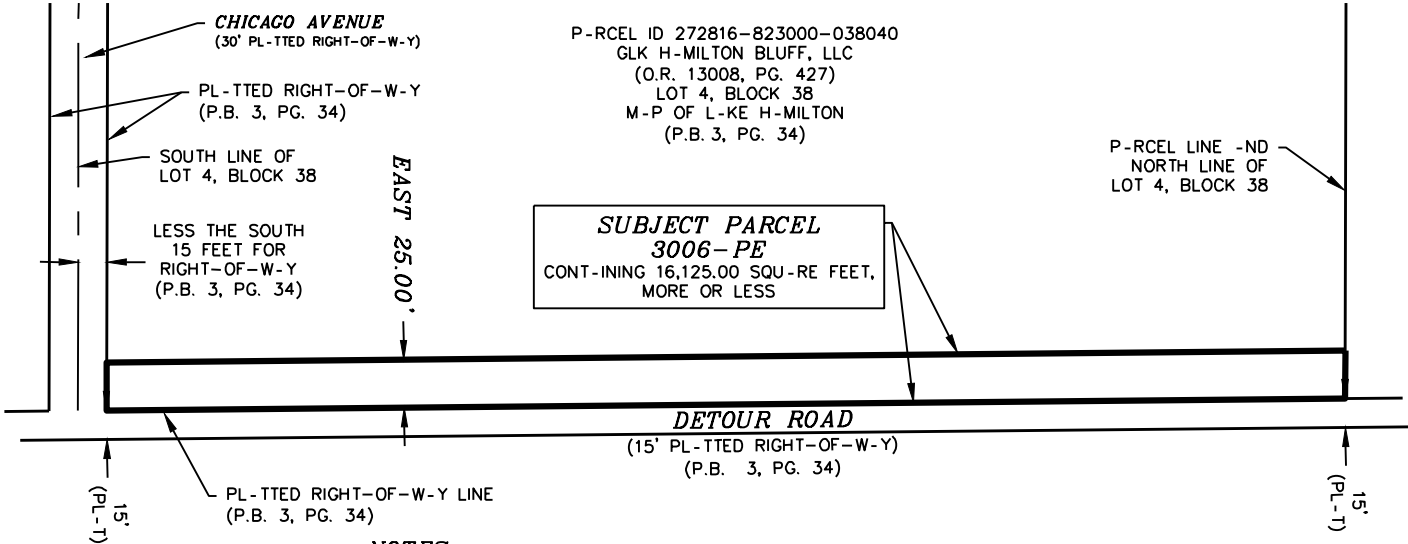
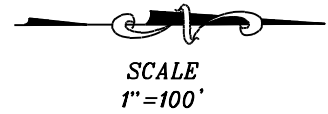
DATE: 06/07/2024

P:\882503\CAD\Survey\KEY SHEET 1\9-DETOUR ROAD\882503-SCC-2023-04-04-DETOUR ESMT.dwg 3005-PE Jun 07, 2024 9:06am 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
- ID = IDENTIFIC-TION

DESCRIPTION AND SKETCH
3006-PE



NOTES:

- 1) This is not a Boundary survey.
- 2) The Subject Parcel is completely encumbered by the following easements. All of the following easements are recorded in the Public Records of Polk County, Florida.
 Temporary Access Easement (O.R 13027, PG. 1101)
 Easement Agreement recorded in (O.R 13057, PG. 1097)
 Temporary Construction and Access Easement (O.R 13041, PG. 1995)

DESCRIPTION:

A parcel of land being a portion of Lot 4, Block 38, of the plat of MAP OF LAKE HAMILTON, as recorded in Plat Book 3, Page 34, and described in Official Records Book 13008, Pages 427 through 431, Public Records of Polk County, Florida, located in Section 16, Township 28 South, Range 27 East, being more particularly described as follows:

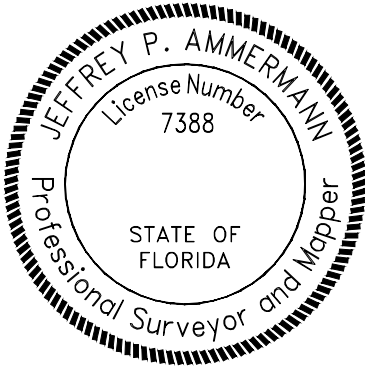
The East 25.00 feet of said Lot 4, Block 38.

LESS AND EXCEPT the South 15 feet for right-of-way as described on said plat.

Said parcel containing 16,125.00 square feet, more or less.

CERTIFICATION:

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



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

3006-PE

SHEET NO. V-01

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

DRAWN BY: S. CHILDS

FIELD BOOK: — **PAGE:** —

DATE: 06/07/2024

P:\882503\CAD\Survey\KEY SHEET 1\9-DETOUR ROAD\882503-SCC-2023-04-04-DETOUR ESMT.dwg 3006-PE Jun 07, 2024 11:01am by: jammermann

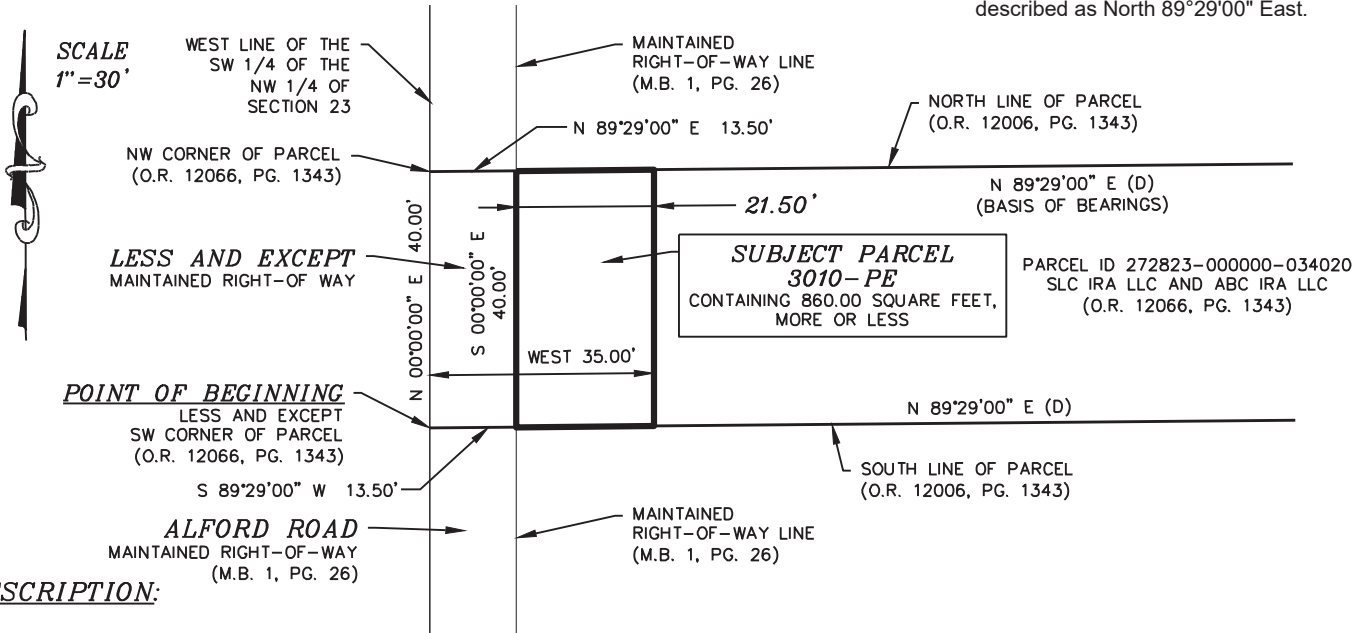
LEGEND:

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

DESCRIPTION AND SKETCH
3010-PE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of parcel described in Official Records Book 12066, Pages 1343 through 1344, Public Records of Polk County, Florida, being described as North 89°29'00" East.



DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 12066, Pages 1343 through 1344, Public Records of Polk County, Florida, located in Section 23, Township 28 South, Range 27 East, being more particularly described as follows:

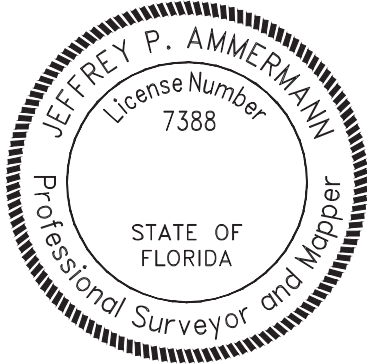
The West 35.00 feet of said parcel.

LESS AND EXCEPT the maintained right-of-way of Alford Road as depicted on Map Book 1, Pages 24 through 26, Public Records of Polk County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of said parcel; thence North 00°00'00" East, along the West line of said parcel, 40.00 feet to the Northwest corner of said parcel; thence North 89°29'00" East, along the North line of said parcel, 13.50 feet to the intersection with the East maintained right-of way line of said Alford Road; thence South 00°00'00" East, along said maintained right-of-way line, 40.00 feet to the intersection of the South line of said parcel; thence South 89°29'00" West, along said South line, 13.50 feet to the POINT OF BEGINNING. Said parcel containing 860.00 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. 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

3010-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: 01/30/2024

5: \\882503\CAD\Survey\KEY SHEET 1\11-ALFORD ROAD\882503-SCC-2023-04-05-ALFORD ESMT.dwg 3010-PE Jan 30, 2024 4:55pm by: jammerrmann

EXHIBIT B

Nonexclusive Permanent Easement

[See Attached 2 Page]

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

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

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

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

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

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

EXHIBIT C

Nonexclusive Temporary Construction Easement Legal Descriptions

[See Attached 3 Pages]

DESCRIPTION
2032-TCE

DESCRIPTION:

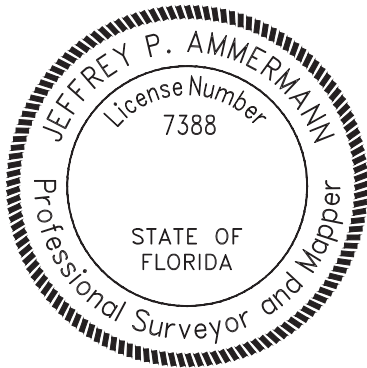
A parcel of land being a portion of a parcel described in Official Records Book 12353, Pages 1278 through 1280, Public Records of Polk County, Florida, as located in Section 23, Township 28 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the West 1/4 of the Southwest 1/4 of said Section 23; thence South 00°19'44" East, along the East line of said West 1/4 and the East line of said parcel described in Official Records Book 12353, Pages 1278 through 1280, 56.32 feet to the POINT OF BEGINNING; thence continue South 00°19'44" East, along the East line of said parcel, 5.00 feet; thence South 89°23'21" West, 189.59 feet; thence North 89°15'09" West, 455.07 feet; thence North 00°10'48" West, 40.75 feet to the intersection with said South maintained right-of-way line of Edwards Road as depicted in Map Book 10, Pages 31 through 36, Public Records of Polk County, Florida; thence North 89°53'39" East, along said South line, 5.00 feet; thence South 00°10'48" East, 35.83 feet; thence South 89°15'09" East, 450.09 feet; thence North 89°23'21" East, 189.56 feet to the POINT OF BEGINNING.

Said combined parcels contain 3,402.17 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. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

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

CS PROJECT: 8825.03

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

2032-TCE

DRAWN BY: S. CHILDS

FIELD BOOK: — **PAGE:** —

DATE: 01/20/2024

SHEET NO. V-01

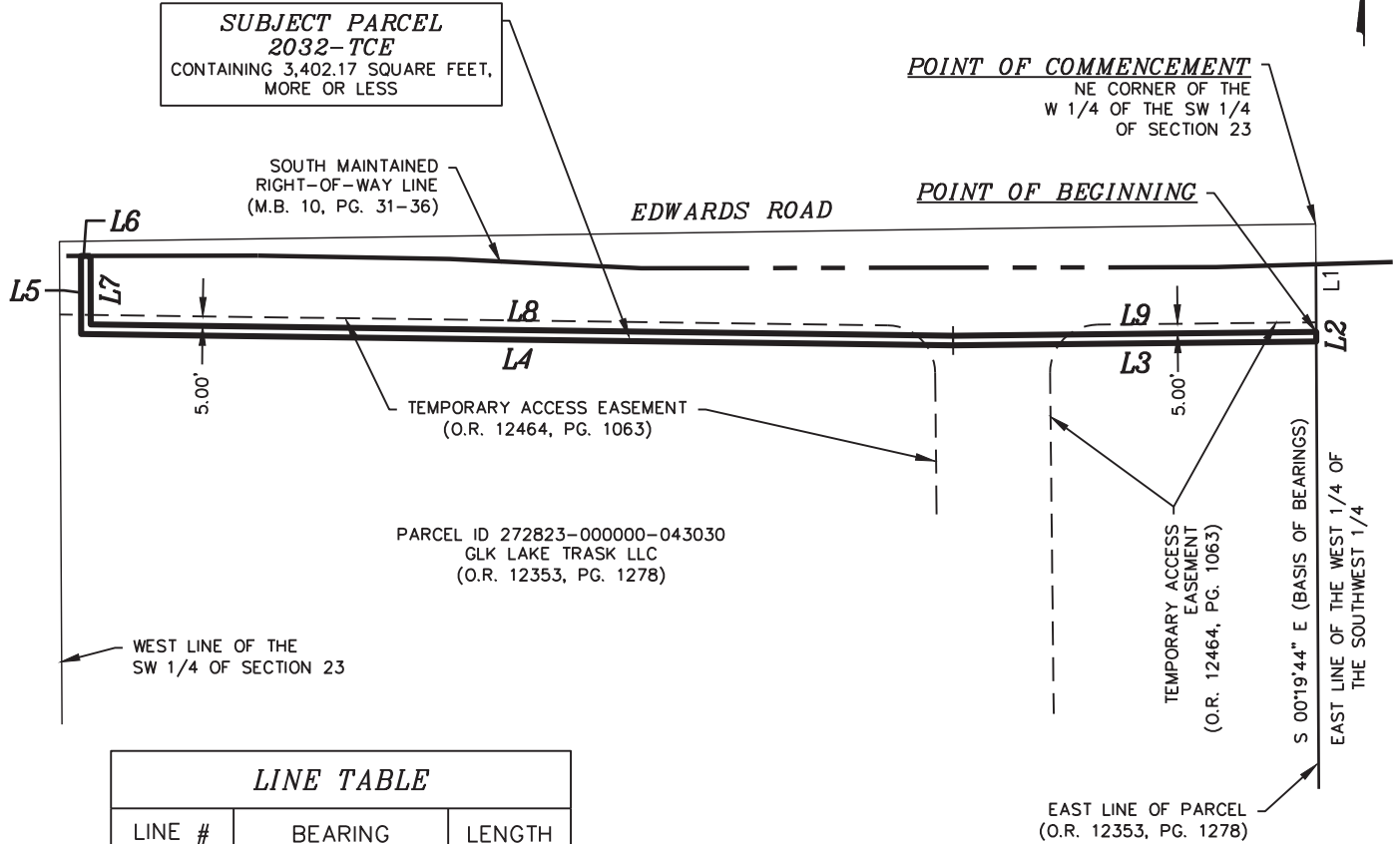
C:\Users\JAMMER~1\AppData\Local\Temp\AcPublish_6708\882503-SCC-2023-04-05-EDWARDS_ESMT.dwg 2032-TCE Jan 20, 2024 2:10pm by: jammermann

LEGEND:

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

DESCRIPTION SKETCH
2032-TCE

SCALE 1" = 100'



LINE TABLE

LINE #	BEARING	LENGTH
L1	S 00°19'44" E	56.32'
L2	S 00°19'44" E	5.00'
L3	S 89°23'21" W	189.59'
L4	N 89°15'09" W	455.07'
L5	N 00°10'48" W	40.75'
L6	N 89°53'39" E	5.00'
L7	S 00°10'48" E	35.83'
L8	S 89°15'09" E	450.09'
L9	N 89°23'22" E	189.56'

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the parcel as recorded in Official Records Book 12353, Pages 1278 through 1280, Public Records of Polk County, Florida, being described as South 00°19'44" East.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.

SHEET 2 OF 2

CS PROJECT: 8825.03

2032-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: **01/20/2024**

DESCRIPTION
2035-TCE

DESCRIPTION:

parcel of land being portion of parcel described in Official Records Book 12066 Pages 1343 through 1344 Public Records of Polk County Florida as located in Section 23 Township 28 South Range 27 East being more particularly described as follows: a

The East 10.00 feet of the West 30.00 feet of the southwest 1/4 of the southwest 1/4 of Section 23 Township 28 South Range 27 East LE a 15 feet off the West north East and south sides thereof LE a aD EXCEPT: Begin on the West line and 761.35 feet north of the southwest corner of the southwest 1/4 of the southwest 1/4 of Section 23 Township 28 South Range 27 East and run thence north 89°29' East 500 feet; thence south 74.1 feet; Thence south 89°25' East 160 feet; thence north 165 feet; thence north 89°25' West 160 feet; thence south 50.9 feet; thence south 89°29' West 500 feet to the West line of Section 23; and thence south 40 feet to the Point of Beginning. a

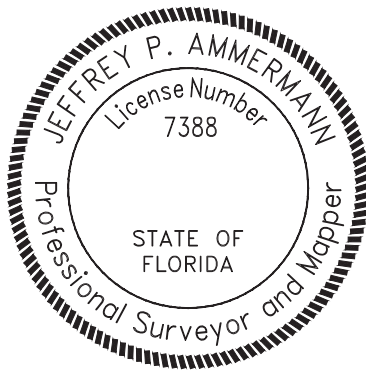
LE a aD EXCEPT a

CO a CE t the southwest corner of the southwest 1/4 of the southwest 1/4 of Section 23 Township 28 South Range 27 East; thence north 00°00'00" East along the West line of said Section 23 distance of 15.00 feet; thence north 89°30'08" East and parallel to the south line of the southwest 1/4 of the southwest 1/4 of Section 23 35.00 feet to the intersection with line line being 35.00 feet East of and parallel to said West line of Section 23 and the POI T OF BEGI a I G; thence north 00°00'00" East along said parallel line 7.62 feet to the intersection with the north maintained right-of-way line of Edwards Roads depicted in map Book 10 Pages 31 through 36 Public Records of Polk County Florida; thence south 45°50'43" East along said maintained right-of-way line 10.84 feet to the intersection with line being 15.00 feet north of and parallel to said south line of said southwest 1/4 of the southwest 1/4; thence south 89°30'08" West along said parallel line 7.78 feet to the POI T OF BEGI a I G. a

id parcel contains 12 618.93 square feet more or less. a

CERTIFICATION:

I hereby certify that this Description with sketch was made under my direction and was made in accordance with standards and practices 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. a



JEFFREY P. Ammermann P. S. M.
FLORIDA REGISTRATION # 7388 a
Jeffrey.P.Ammermann@CHATTAKILL.COM
THIS STATE HAS BEEN DIGITALLY SIGNED AND ELECTRONICALLY SIGNED BY THE ABOVE SURVEYOR ON THE DATE DATE AT TO E. A. Y. I. G. N. A. T. U. R. E. U. S. A. T. B. E. a
VERIFIED ON ANY ELECTRONIC COPIES A PRIOR TO COPIES OF THIS DOCUMENT A T A
RE NOT CONSIDERED VALID WITHOUT RE-ED E. d. a

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

CS PROJECT: 8825.03
2035-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: 01/23/2024

P: \882503\CAD\Survey\KEY SHEET 1\11-ALFORD ROAD\882503-SCC-2023-04-05-ALFORD ESM1.dwg 2035-TCE Jan 23, 2024 7:22pm by: jammermann

SCALE 1" = 200'

DESCRIPTION SKETCH **LEGEND:**

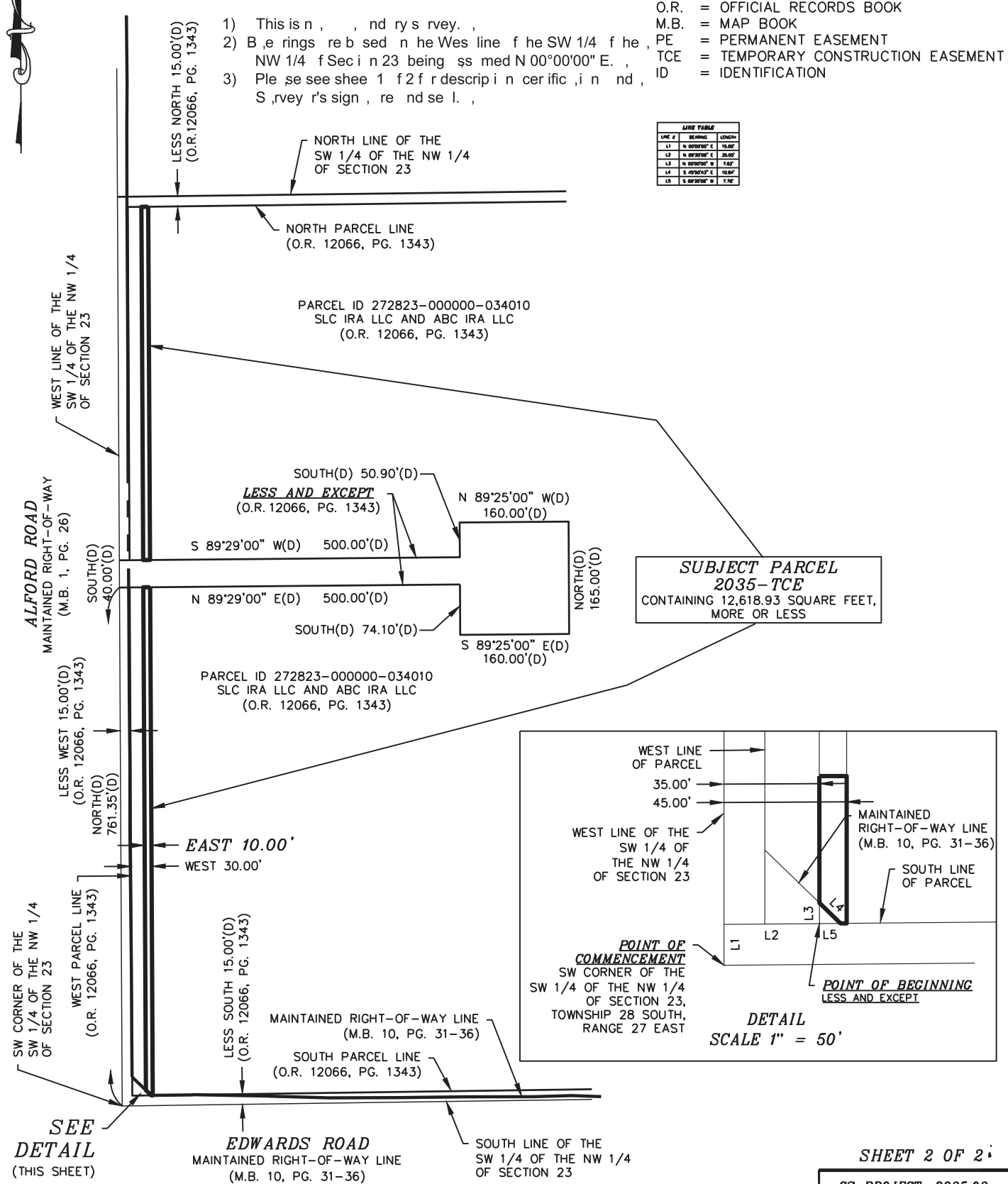
2035-TCE

NOTES:

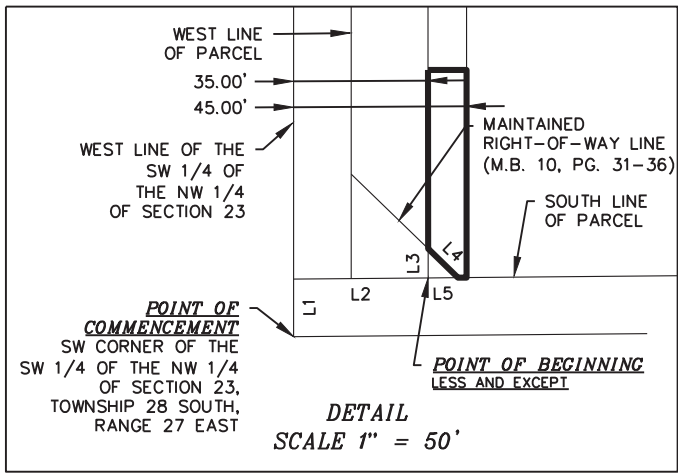
- 1) This is n , , nd rys rvey ,
- 2) B,e rings re b sed n he Wes line f he SW 1/4 f he , NW 1/4 f Sec i n 23 being ss med N 00°00'00" E ,
- 3) Ple se see shee 1 f 2 f rdescri p n cerific ,i n nd , S ,rvey r's sign , re nd se l ,

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

LINE #	BEARING	LENGTH
L1	N 89°29'00" E	160.00'
L2	N 89°29'00" E	25.00'
L3	N 89°29'00" E	74.10'
L4	S 89°25'00" E	160.00'
L5	S 89°29'00" W	500.00'



SUBJECT PARCEL
2035-TCE
CONTAINING 12,618.93 SQUARE FEET,
MORE OR LESS



SHEET 2 OF 2

CS PROJECT: 8825.03

2035-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: 01/23/2024

P:\882503\CAD\Survey\KEY SHEET 1\11-ALFORD ROAD\882503-SCC-2023-04-05-ALFORD ESMT.dwg 2035-TCE (2) Jan 23, 2024 7:22pm by: jommermann

LEGEND:

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

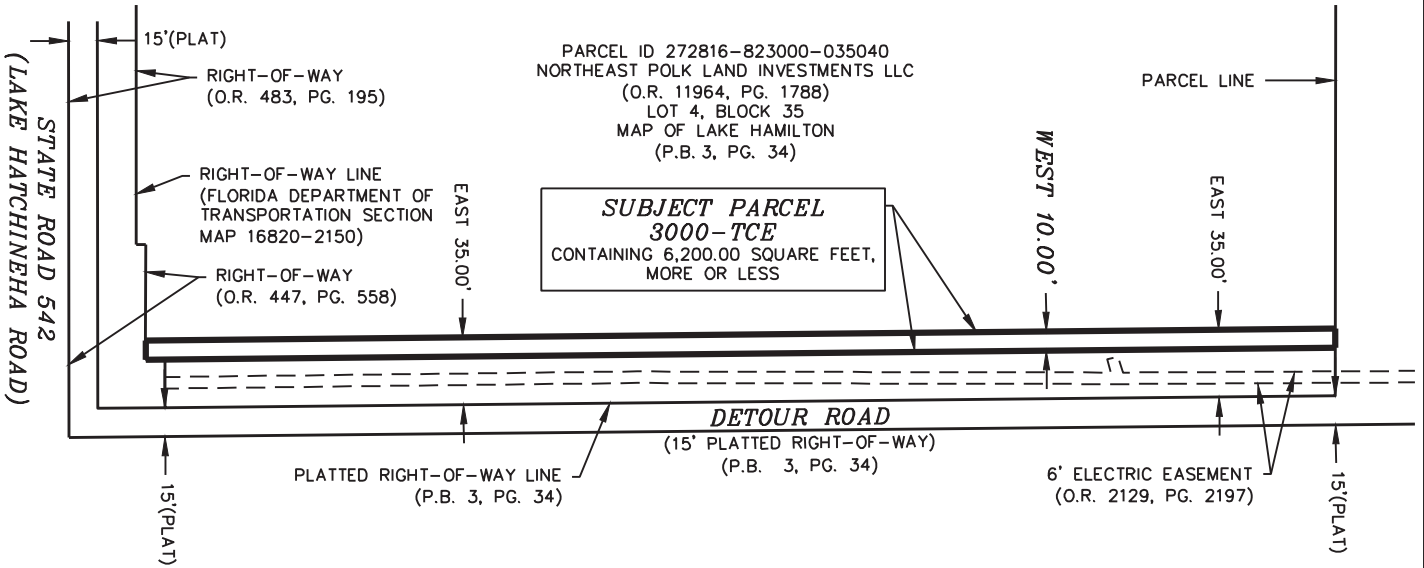
DESCRIPTION AND SKETCH
3000-TCE



SCALE
1"=100'

NOTES:

- 1) This is n O O nd ry s rvey. O



DESCRIPTION:

A parcel of land being principal of L O 4, l ck 35, f he pl f MAPO F LAKE HAMILTON, s rec rded in Pl O k 3, P ge 34, nd described in Official Records O k 11964, P ge 1788, Public Records of Polk County, Florida, l c d in Section 16, Township 28 S O h, R nge 27 E s, being more or less described as follows: O

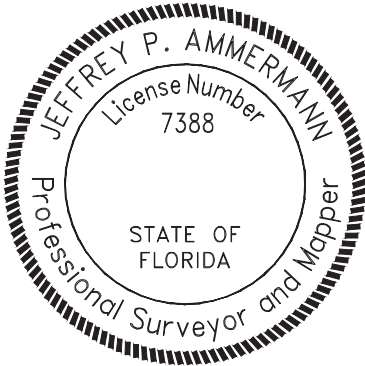
The West 10.00 feet of the East 35.00 feet of L O 4, l ck 35. O

LESS AND EXCEPT the right-of-way for State Road 542 (Lake Hatchineha Road) s rec rded in Official Records O k 447, P ge 558, nd Official Records O k 483, P ge 195, b n Public Records of Polk County, Florida, nd s depicted in Florida Department of Transportation Section Map 16820-2150. O

Side parcel containing 6,200.00 square feet, more or less. O

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, and the Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, per Section 472.027, Florida Statutes. O



JEFFREY P. AMMERMAN, P.S.M. O
FLORIDA REGISTRAR OF PROFESSIONAL SURVEYORS
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. O

SHEET 1 OF 1

CS PROJECT: 8825.03

3000-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: 01/16/2024

P:\882503\CAD\Survey\KEY SHEET 1\9-DETOUR ROAD\882503-SCC-2023-04-04-DETOUR ESMT.dwg 3000-TCE Jan 16, 2024 3:32pm by: jammermann

LEGEND:

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

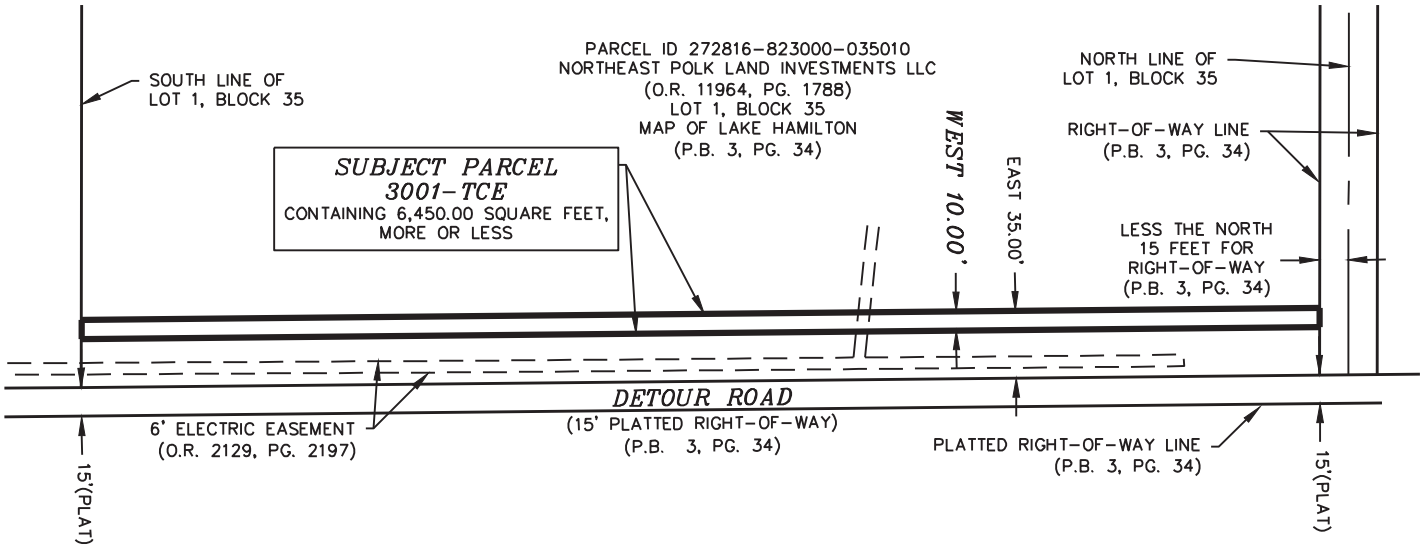
DESCRIPTION AND SKETCH
3001-TCE



SCALE
1"=100'

NOTES:

- 1) This is n O O nd ry s rvey. O



DESCRIPTION:

A parcel of land being principal of Lot 1, Block 35, of the plat of MAP OF LAKE HAMILTON, as recorded in Plat Book 3, Page 34, and described in Official Records Book 11964, Page 1788, Public Records of Polk County, Florida, located in Section 16, Township 28 South, Range 27 East, being more particularly described as follows: O

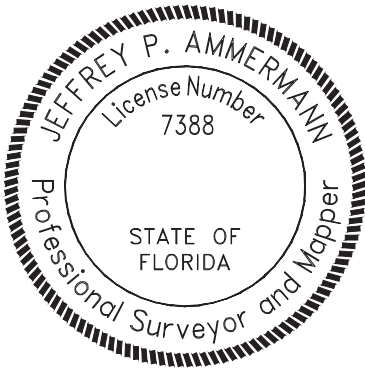
The West 10.00 feet of the East 35.00 feet of said Lot 1, Block 35. O

LESS AND EXCEPT the North 15 feet of right-of-way as described in said plat. O

Said parcel containing 6,450.00 square feet, more or less. O

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, Order of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, promulgated in Section 472.027, Florida Statutes. O



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

SHEET 1 OF 1

CS PROJECT: 8825.03

3001-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: 01/17/2024

P:\882503\CAD\Survey\KEY SHEET 1\9-DETOUR ROAD\882503-SC-2023-04-04-DETOUR ESMT.dwg by: jammermann Jan 17, 2024 4:52pm

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

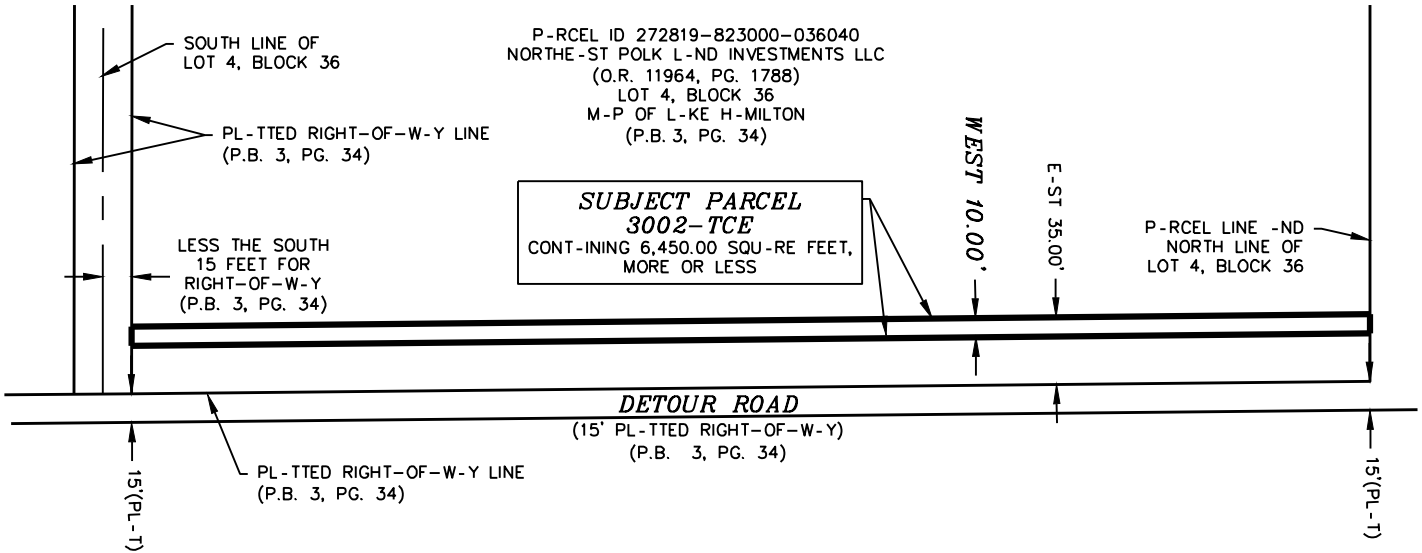
DESCRIPTION AND SKETCH
3002-TCE



SCALE
1"=100'

NOTES:

- 1) This is not a Boundary survey.



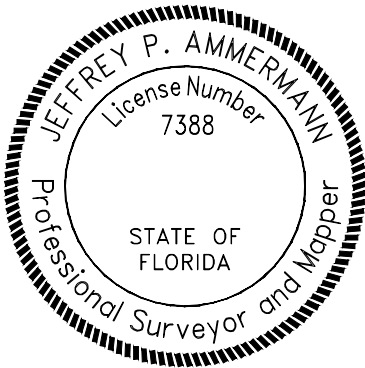
DESCRIPTION:

A parcel of land being a portion of Lot 4, Block 36, of the plat of MAP OF LAKE HAMILTON, as recorded in Plat Book 3, Page 34, and described in Official Records Book 11964, Page 1788, Public Records of Polk County, Florida, located in Section 16, Township 28 South, Range 27 East, being more particularly described as follows:

- The West 10.00 feet of the East 35.00 feet of said Lot 4, Block 36.
- LESS AND EXCEPT the South 15 feet for right-of-way as described on said plat.
- Said parcel containing 6,450.00 square feet, more or less.

CERTIFICATION:

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



JEFFREY P. AMMERMANN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
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	
3002-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:** 01/17/2024

P:\882503\CAD\Survey\KEY SHEET 1\9-DETOUR ROAD\882503-SCC-2023-04-04-DETOUR ESMT.dwg 3002-TCE Jan 17, 2024 5:56pm 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

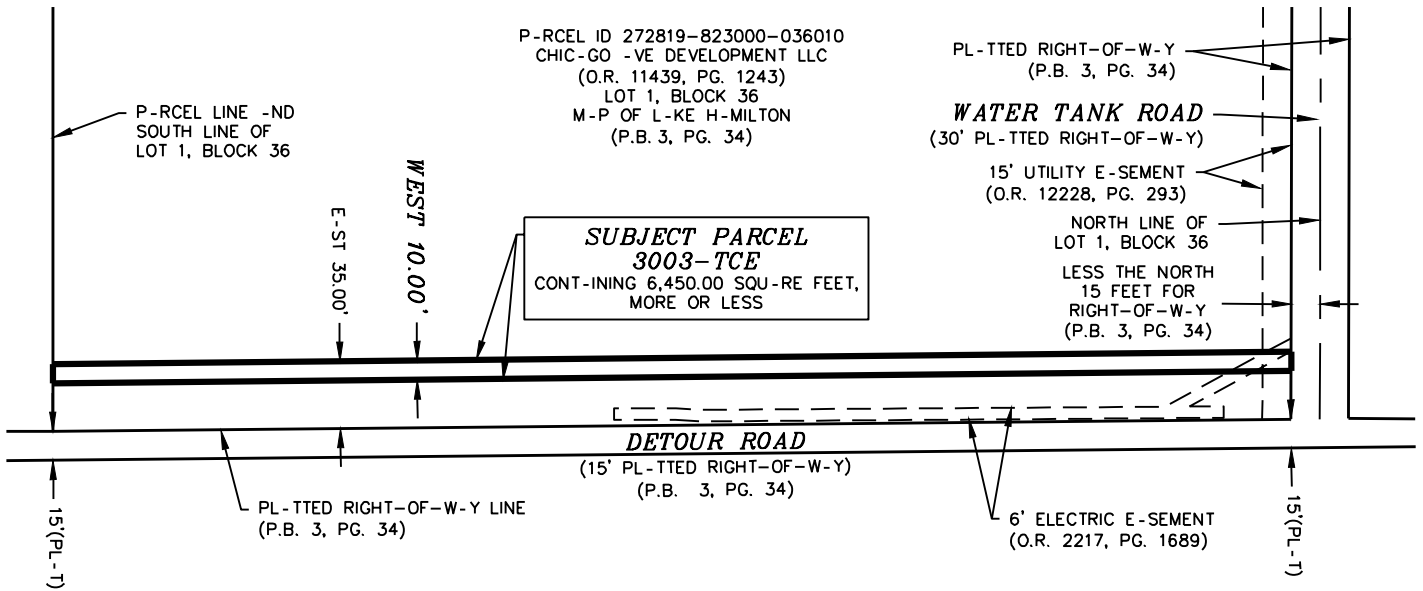
DESCRIPTION AND SKETCH
3003-TCE



SCALE
1" = 100'

NOTES:

- 1) This is not a Boundary survey.



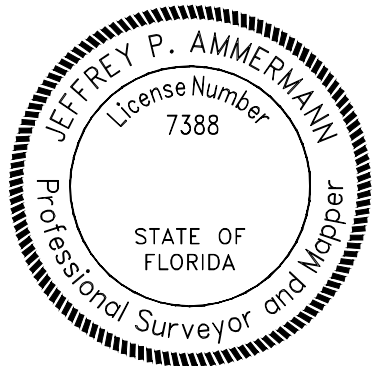
DESCRIPTION:

A parcel of land being a portion of Lot 1, Block 36, of the plat of MAP OF LAKE HAMILTON, as recorded in Plat Book 3, Page 34, and described in Official Records Book 11439 Page 1243, Public Records of Polk County, Florida, located in Section 16, Township 28 South, Range 27 East, being more particularly described as follows:

- The West 10.00 feet of the East 35.00 feet of said Lot 1, Block 36.
- LESS AND EXCEPT the North 15 feet for right-of-way as described on said plat.
- Said parcel containing 6,450.00 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. 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	
3003-TCE	
SHEET NO.	V-01

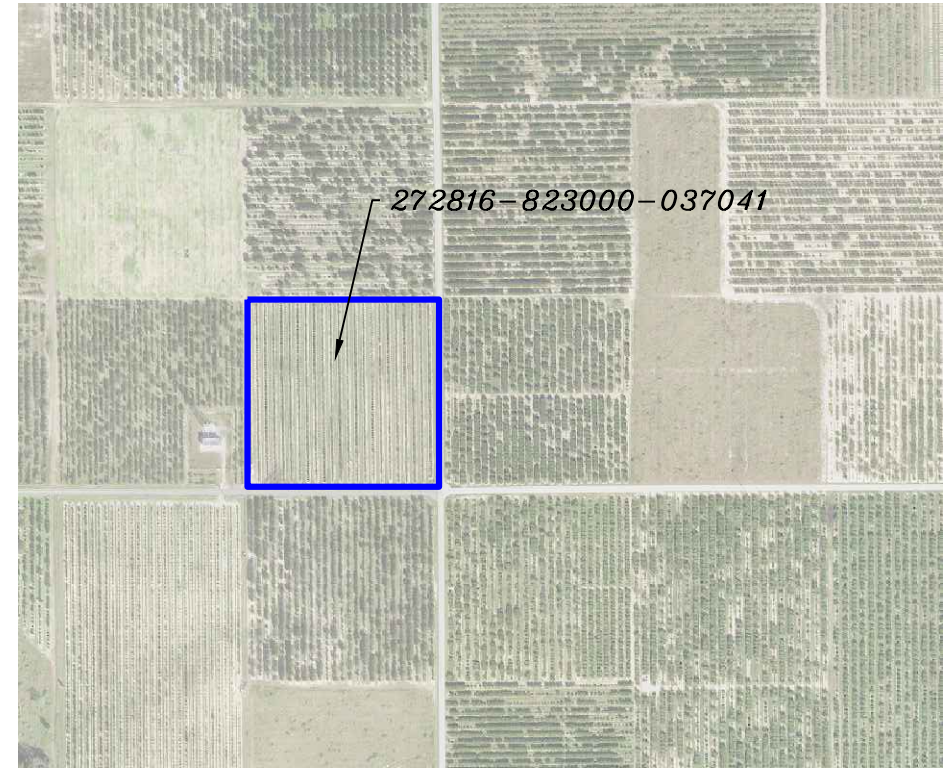
PREPARED BY: **CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

DRAWN BY: **S. CHILDS** FIELD BOOK: — PAGE: — DATE: **01/17/2024**

P:\882503\CAD\Survey\KEY SHEET 1\9-DETOUR ROAD\882503-SCC-2023-04-04-DETOUR ESMT.dwg 3003-TCE Jan 17, 2024 6:58pm by: jammermann

EXHIBIT

P:\882503\CAD\Survey\KEY SHEET 1\9-DETOUR ROAD\882503-SCC-2023-04-04-DETOUR ESMT.dwg 3004-EX Jun 07, 2024 8:31am by: jommermann

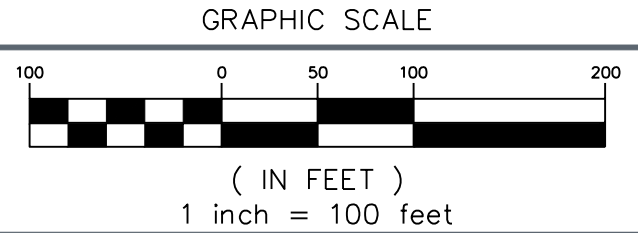


NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN
 205 EAST ORANGE STREET
 SUITE #110
 LAKELAND, FL 33801-4611
 (863) 646-1402



PRWC
 GLK HAMILTON BLUFF, LLC EXHIBIT

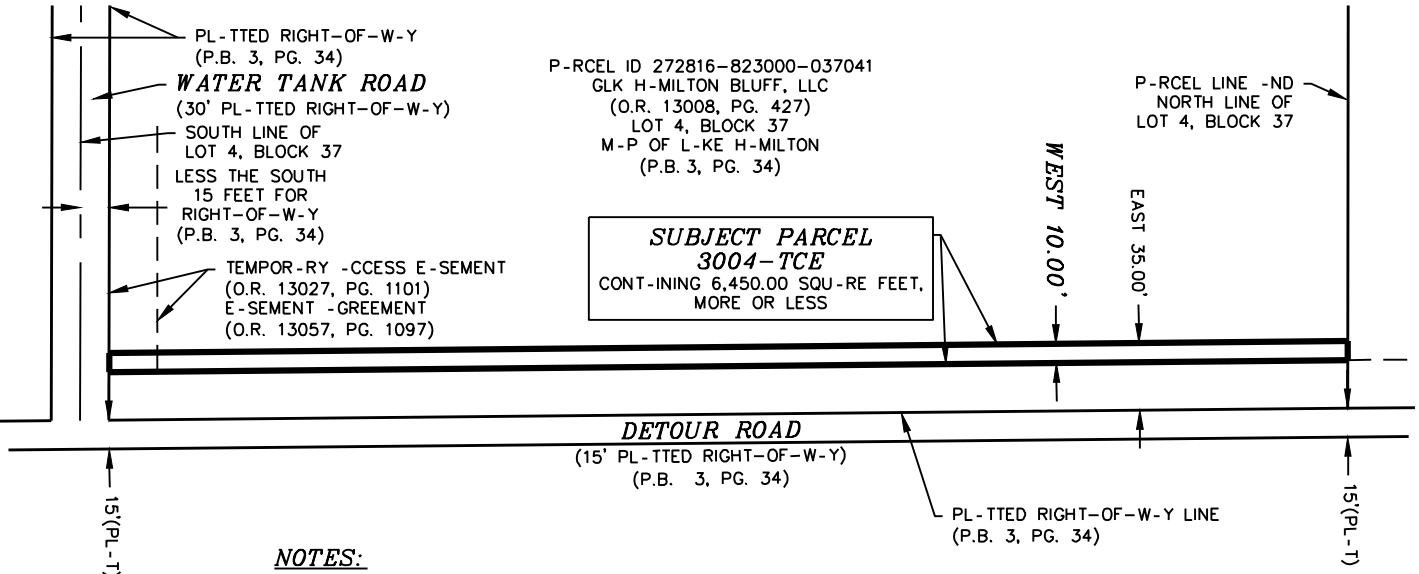
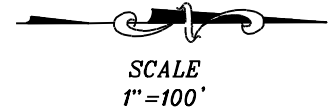


FIELD BY:	CS PROJECT NUMBER: 8825.03
DATE: 06/07/2024	PARCEL NUMBER: 3004
FIELD BOOK & PAGE: 000 000 000	SHEET NUMBER: V-01

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
3004-TCE



NOTES:

- 1) This is not a Boundary survey.
- 2) The Subject Parcel is encumbered by Temporary Construction and Access Easement recorded in Official Records Book 13041, Page 1995-2002, Public Records of Polk County, Florida that is blanket in nature.

DESCRIPTION:

A parcel of land being a portion of Lot 4, Block 37, of the plat of MAP OF LAKE HAMILTON, as recorded in Plat Book 3, Page 34, and described in Official Records Book 13008 Page 427 through 431, Public Records of Polk County, Florida, located in Section 16, Township 28 South, Range 27 East, being more particularly described as follows:

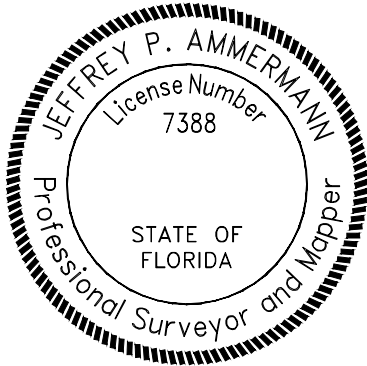
The West 10.00 feet of the East 35.00 feet of said Lot 4, Block 37.

LESS AND EXCEPT the South 15 feet for right-of-way as described on said plat.

Said parcel containing 6,450.00 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. 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

3004-TCE

SHEET NO. V-01

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

DRAWN BY: S. CHILDS

FIELD BOOK: — **PAGE:** —

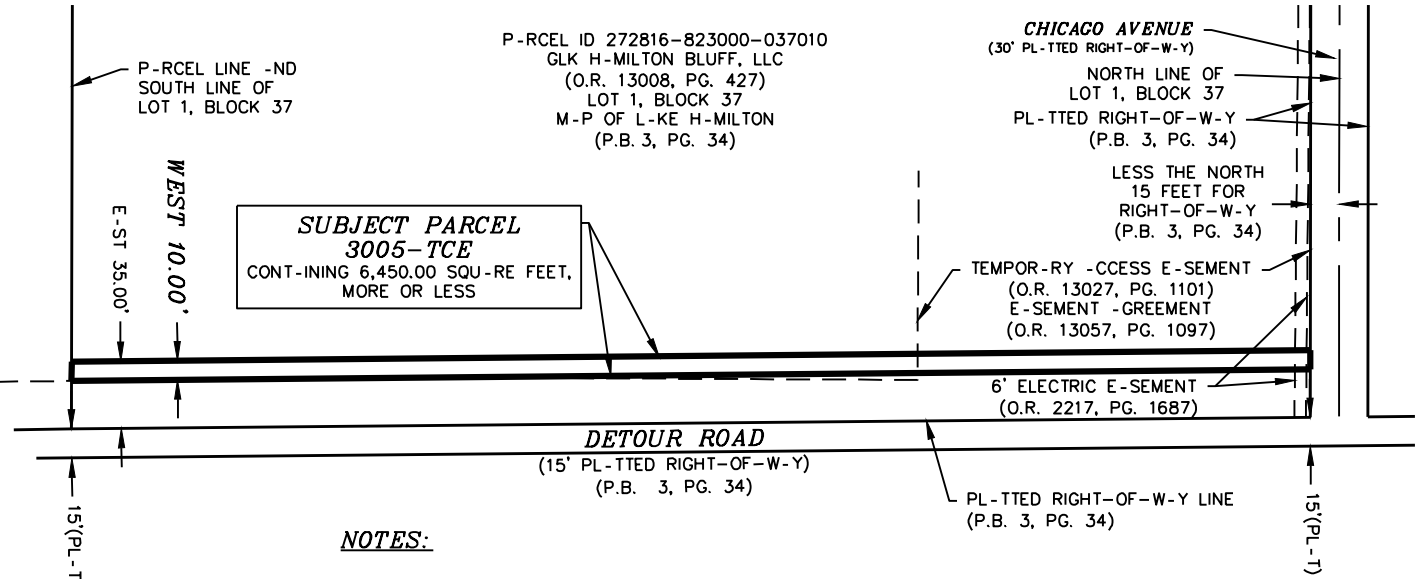
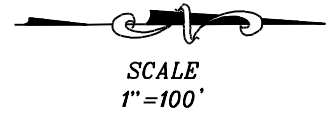
DATE: 06/07/2024

P:\882503\CAD\Survey\KEY SHEET 1\9-DETOUR ROAD\882503-SCC-2023-04-04-DETOUR ESMT.dwg 3004-TCE Jun 07, 2024 7:34am 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
- ID = IDENTIFIC-TION

DESCRIPTION AND SKETCH
3005-TCE



NOTES:

- 1) This is not a Boundary survey.
- 2) The Subject Parcel is encumbered by Temporary Construction and Access Easement recorded in Official Records Book 13041, Page 1995-2002, Public Records of Polk County, Florida that is blanket in nature.

DESCRIPTION:

A parcel of land being a portion of Lot 1, Block 37, of the plat of MAP OF LAKE HAMILTON, as recorded in Plat Book 3, Page 34, and described in Official Records Book 13008, Pages 427 through 431, Public Records of Polk County, Florida, located in Section 16, Township 28 South, Range 27 East, being more particularly described as follows:

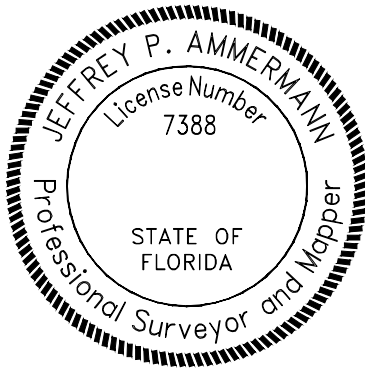
The West 10.00 feet of the East 35.00 feet of said Lot 1, Block 37.

LESS AND EXCEPT the North 15 feet for right-of-way as described on said plat.

Said parcel containing 6,450.00 square feet, more or less.

CERTIFICATION:

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



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

3005-TCE

SHEET NO. V-01

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

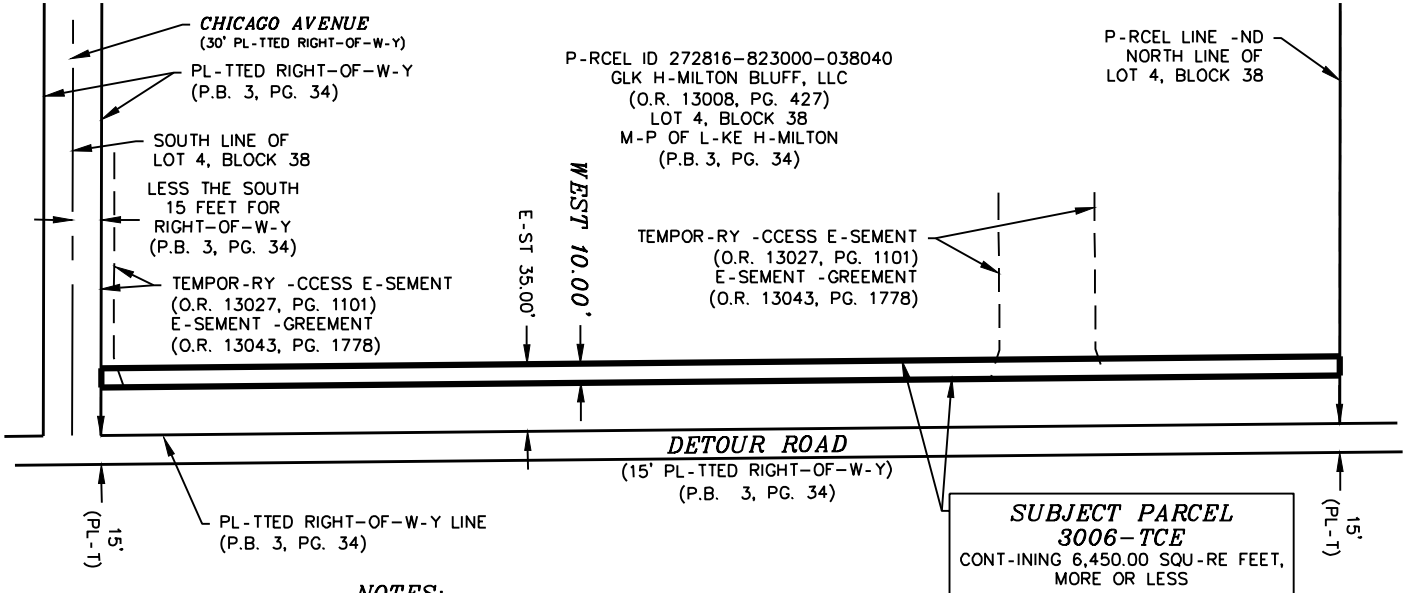
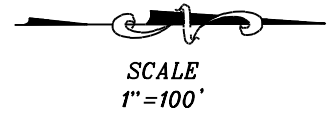
DATE: 06/07/2024

P:\882503\CAD\Survey\KEY SHEET 1\9-DETOUR ROAD\882503-SCC-2023-04-04-DETOUR ESMT.dwg 3005-TCE Jun 07, 2024 9:14am 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
- ID = IDENTIFIC-TION

DESCRIPTION AND SKETCH
3006-TCE



NOTES:

- 1) This is not a Boundary survey.
- 2) The Subject Parcel is encumbered by Temporary Construction and Access Easement recorded in Official Records Book 13041, Page 1995-2002, Public Records of Polk County, Florida that is blanket in nature.

DESCRIPTION:

A parcel of land being a portion of Lot 4, Block 38, of the plat of MAP OF LAKE HAMILTON, as recorded in Plat Book 3, Page 34, and described in Official Records Book 13008, Pages 427 through 431, Public Records of Polk County, Florida, located in Section 16, Township 28 South, Range 27 East, being more particularly described as follows:

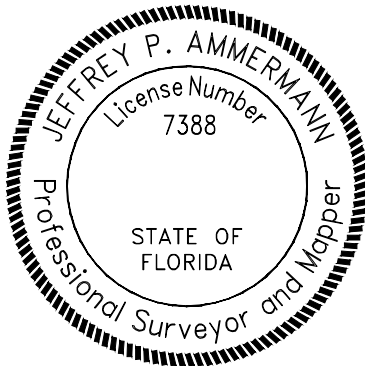
The West 10.00 feet of the East 35.00 feet of said Lot 4, Block 38.

LESS AND EXCEPT the South 15 feet for right-of-way as described on said plat.

Said parcel containing 6,450.00 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. 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

3006-TCE

SHEET NO. V-01

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 06/07/2024

P:\882503\CAD\Survey\KEY SHEET 1\9-DETOUR ROAD\882503-SCC-2023-04-04-DETOUR ESMT.dwg 3006-TCE Jun 07, 2024 11:08am by: jammermann

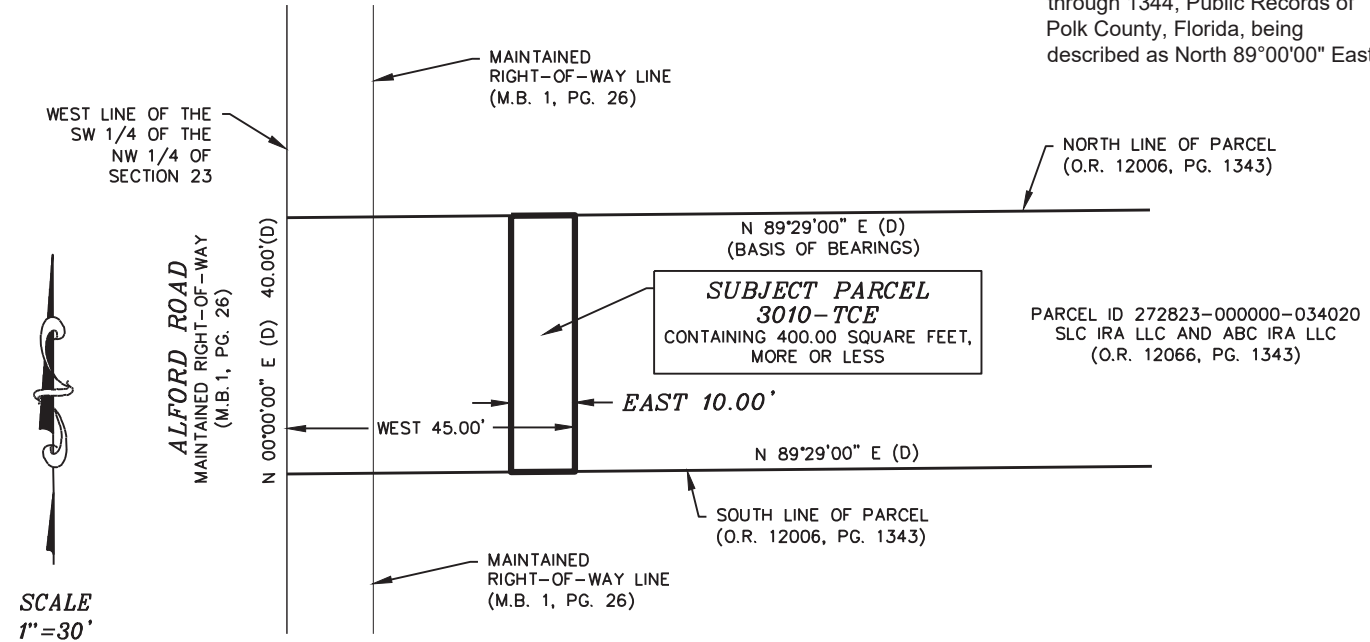
LEGEND:

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

DESCRIPTION AND SKETCH
3010-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 12066, Pages 1343 through 1344, Public Records of Polk County, Florida, being described as North 89°00'00" East.



DESCRIPTION:

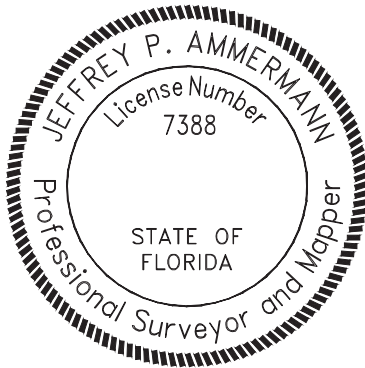
A parcel of land being a portion of a parcel described in Official Records Book 12066, Pages 1343 through 1344, Public Records of Polk County, Florida, located in Section 23, Township 28 South, Range 27 East, being more particularly described as follows:

The East 10.00 feet of the West 45.00 feet of said parcel.

Said parcel containing 400.00 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.



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SHEET 1 OF 1

CS PROJECT: 8825.03

3010-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: 01/23/2024

P:\882503\CAD\Survey\KEY SHEET 1\11-ALFORD ROAD\882503-SCC-2023-04-05-ALFORD ESMT.dwg 3010-TCE Jan 23, 2024 8:07pm 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 I.4.

7/24/2024

SUBJECT

Adopt Resolution 2024-22 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #13B) 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 2024-22 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 2024-22 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #13B) 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 2024-22

**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 (4057-PE), (4057-TCE), (4058-PE), (4058-TCE), (10019-PE), (10019-TCE), (10041-PE), (10041-TCE), (10042-PE), (10042-TCE), (10049-PE) (10049-PE-A), (10049-TCE) (10049-TCE-A) (10049-TCE-B), (10052-PE), (10052-TCE) (10054-PE) and (10054-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 July, 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 25 Pages]

DESCRIPTION
4057-PE

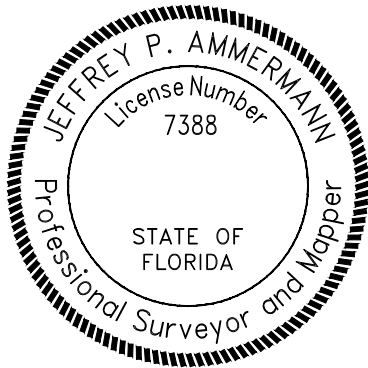
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 12355, Pages 510 through 511, Public Records of Polk County, Florida, located in Section 34, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 of said Section 34; thence North 89°18'56" East, along the North line of said Northwest 1/4, a distance of 1436.77 feet to the intersection with the West right-of-way line of US Highway 27 (State Road 25) as depicted on Florida Department of Transportation Section Map 1618-202, also being described in Deed Book 1050, Pages 365 through 368, Public Records of Polk County, Florida; thence South 14°24'11" East, along said West right-of-way line, 590.58 feet to the POINT OF BEGINNING; thence continue South 14°24'11" East, along said West right-of-way line, 20.29 feet to the intersection with the North edge of pavement of Mountain Lake Cutoff Road as scaled from the Maintained Right-of-way Map for Mountain Lake Cutoff Road recorded in Map Book 5, Pages 152 through 161, Public Records of Polk County, Florida; thence South 64°21'07" West, along said edge of pavement, 57.32 feet to the intersection with the North maintained right-of-way line of said Mountain Lake Cutoff Road; thence along said North maintained right-of-way line the following eight (8) courses; thence (1) North 14°40'01" West, 27.57 feet; thence (2) South 75°09'40" West, 100.00 feet; thence (3) South 75°23'25" West, 100.00 feet; thence (4) South 73°05'58" West, 100.08 feet; thence (5) South 74°55'55" West, 100.00 feet; thence (6) South 75°02'47" West, 100.00 feet; thence (7) South 71°02'38" West, 100.28 feet; thence (8) South 78°04'52" West, 32.55 feet to the centerline of a branch lying between two lakes; thence North 26°38'43" West, along said centerline, 12.04 feet; thence North 77°04'02" East, 104.58 feet; thence North 71°21'48" East, 98.55 feet; thence North 75°23'55" East, 488.52 feet to the POINT OF BEGINNING. Said parcel containing 5,640.78 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: 2024.06.06
11:10:47 -04'00'

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

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

CS PROJECT: 8825.03

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

4057-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 06/06/2024

SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 4057-PE Jun 06, 2024 10:59am by: jammerrmann

LEGEND:

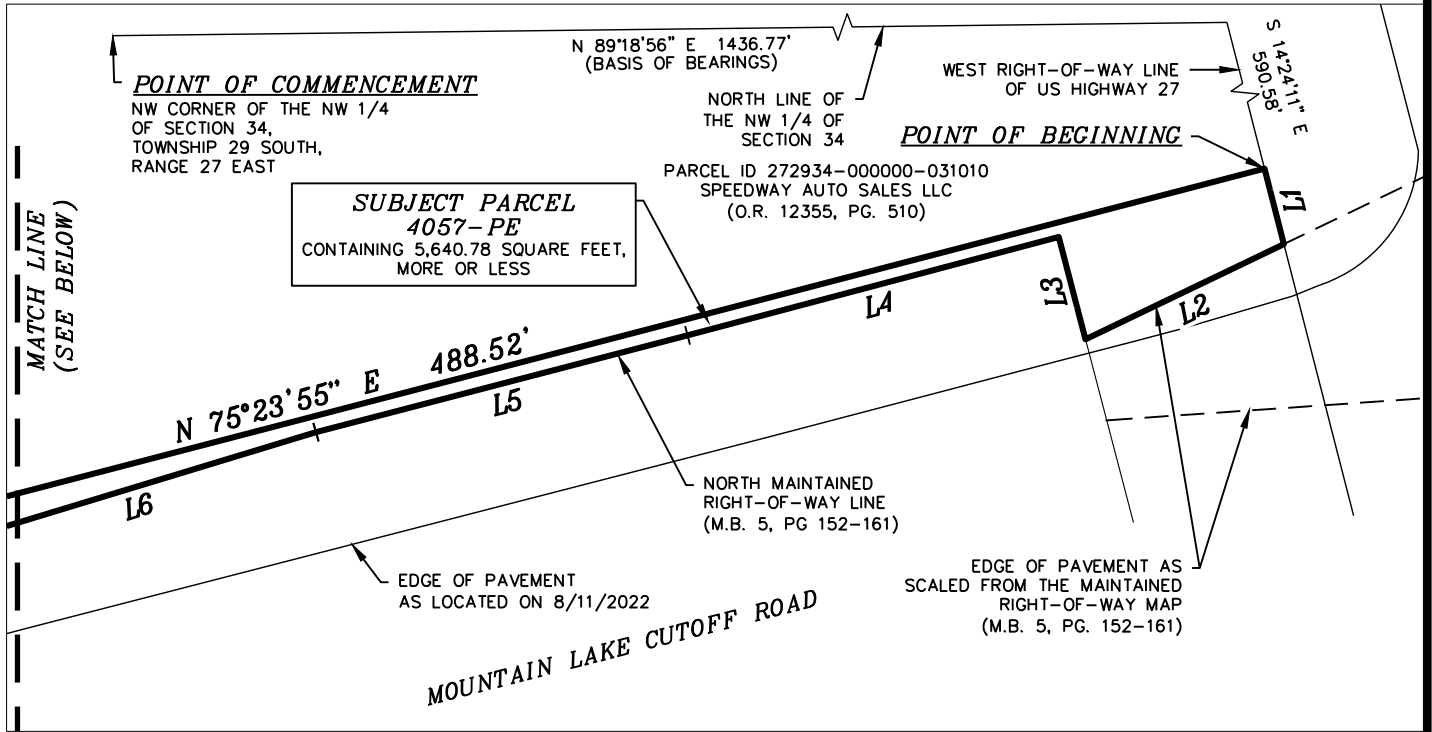
- P.B. = PLAT BOOK
- PG. = PAGE(S)
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ID = IDENTIFICATION

DESCRIPTION SKETCH

4057-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 27 East, Polk County, Florida, being North 89°18'56" East.
- 3) See sheet 1 of 2 for description, certification, and surveyor's signature and seal.

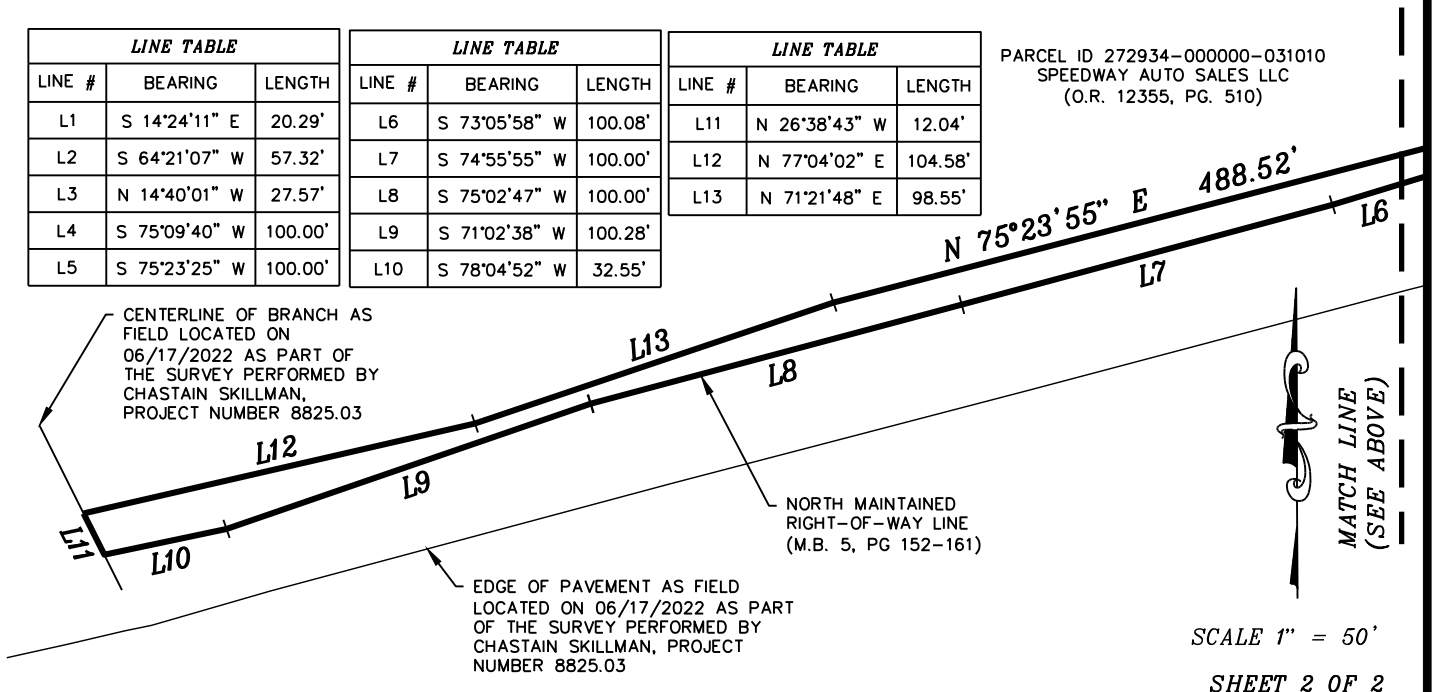


LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 14°24'11" E	20.29'
L2	S 64°21'07" W	57.32'
L3	N 14°40'01" W	27.57'
L4	S 75°09'40" W	100.00'
L5	S 75°23'25" W	100.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L6	S 73°05'58" W	100.08'
L7	S 74°55'55" W	100.00'
L8	S 75°02'47" W	100.00'
L9	S 71°02'38" W	100.28'
L10	S 78°04'52" W	32.55'

LINE TABLE		
LINE #	BEARING	LENGTH
L11	N 26°38'43" W	12.04'
L12	N 77°04'02" E	104.58'
L13	N 71°21'48" E	98.55'

PARCEL ID 272934-000000-031010
SPEEDWAY AUTO SALES LLC
(O.R. 12355, PG. 510)



SCALE 1" = 50'

SHEET 2 OF 2

CS PROJECT: 8825.03
4057-PE
SHEET NO. V-02

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 06/06/2024

DESCRIPTION
4058-PE

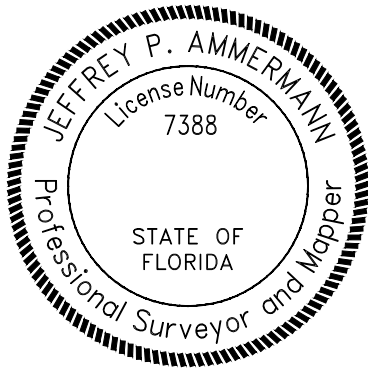
DESCRIPTION:

A parcel of land being a portion of the parcel described in Official Records Book 11002, Pages 987 through 989, Public Records of Polk County, Florida, located in Sections 33 and 34, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 of the Northwest 1/4, of the Northwest 1/4 of said Section 34; thence South 00°55'10" East, along the West line of said Northwest 1/4, a distance of 635.58 feet to the POINT OF BEGINNING, having a Northing of 1304762.49 and an Easting of 781738.80, being on the Florida State Plane Coordinate System, West Zone (0902), North American Datum of 1983, 2011 adjustment, U.S. Surveyor's Feet (sFT); thence North 89°49'56" East, 575.58 feet; thence South 69°45'43" East, 45.85 feet; thence South 60°25'06" East, 21.03 feet to the South line of said Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4; thence South 89°18'17" West, along said South line, 14.29 feet to the intersection with the North maintained right-of-way line of Mountain Lake Cutoff Road as depicted in Map Book 5, Pages 152 through 161, Public Records of Polk County, Florida; thence along said North maintained right-of-way line the following nine (9) courses; thence (1) North 61°56'29" West, 26.22 feet; thence (2) North 85°56'37" West, 116.46 feet; thence (3) South 89°36'55" West, 100.00 feet; thence (4) South 88°04'08" West, 100.06 feet; thence (5) North 89°17'46" West, 100.01 feet; thence (6) South 89°54'06" West, 100.00 feet; thence (7) North 89°38'24" West, 100.00 feet; thence (8) North 88°22'47" West, 100.04 feet; thence (9) North 50°03'42" West, 83.73 feet; thence North 89°50'39" East, 12.69 feet; thence South 45°00'20" East, 71.35 feet; thence North 89°49'56" East, 117.77 feet to the POINT OF BEGINNING. Said parcel containing 5,746.42 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: 2024.06.05
15:09:09 -04'00'

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

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

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03
DRAWN BY: S. CHILDS		4058-PE
FIELD BOOK: — PAGE: —	DATE: 06/05/2024	SHEET NO. V-01

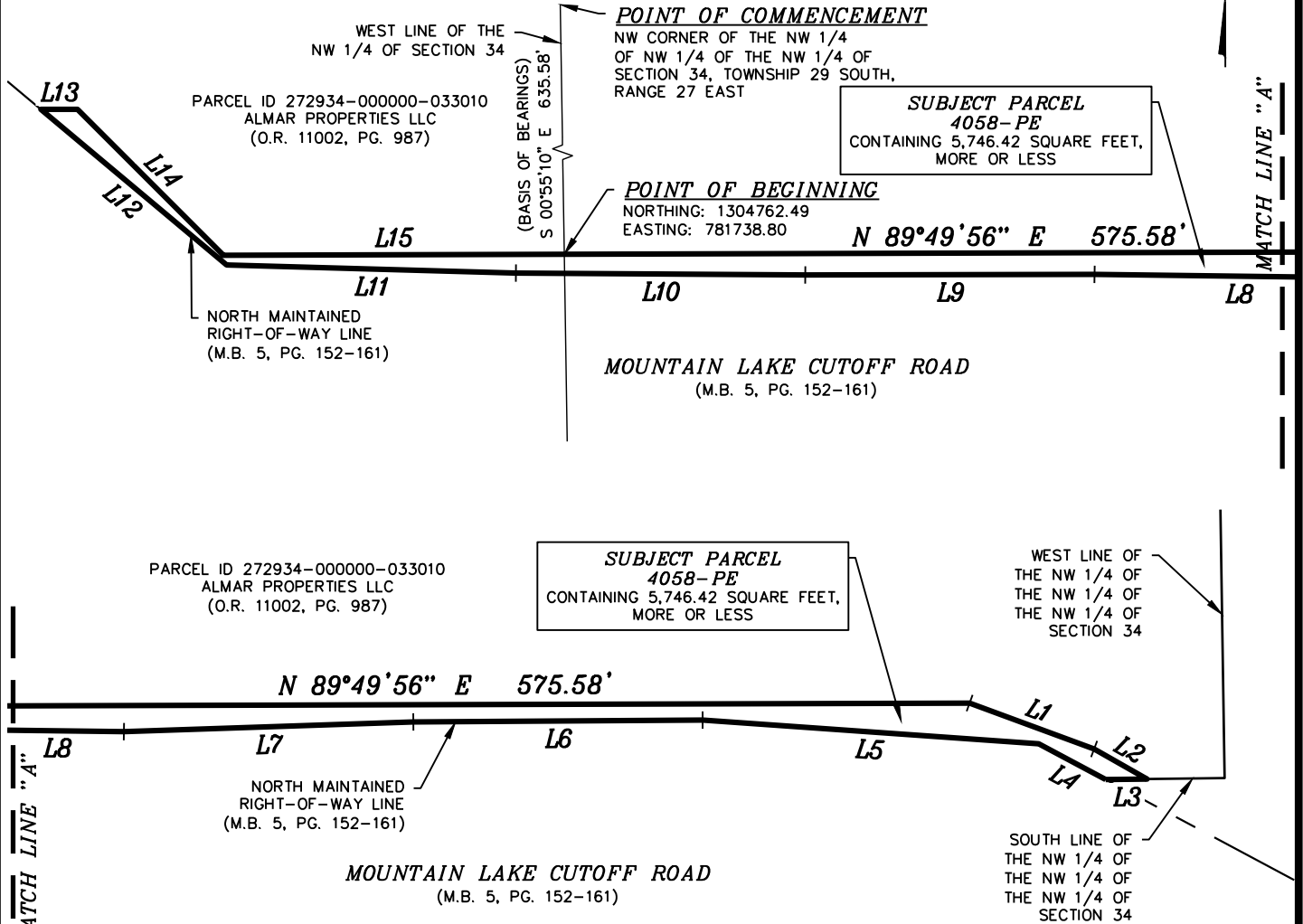
P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\TS.dwg 4058-PE Jun 05, 2024 3:02pm by: jammermann

LEGEND:

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

DESCRIPTION SKETCH
4058-PE

SCALE 1" = 60'



NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the West line of the Northwest 1/4 of Section 34, Township 29 South, Range 27 East, Polk County, Florida, being South 00°55'10" East.
- 3) See sheet 1 of 2 for description, certification, and surveyor's signature and seal.
- 4) The coordinates shown hereon, are based on the Florida Permanent Reference Network (FPRN), being on the Florida State Plane Coordinate System, West Zone (0902), North American Datum of 1983, 2011 Adjustment, U.S. Surveyor's Feet (sFT).

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 69°45'43" E	45.85'
L2	S 60°25'06" E	21.03'
L3	S 89°18'17" W	14.29'
L4	N 61°56'29" W	26.22'
L5	N 85°56'37" W	116.46'
L6	S 89°36'55" W	100.00'
L7	S 88°04'08" W	100.06'
L8	N 89°17'46" W	100.01'

LINE TABLE		
LINE #	BEARING	LENGTH
L9	S 89°54'06" W	100.00'
L10	N 89°38'24" W	100.00'
L11	N 88°22'47" W	100.04'
L12	N 50°03'42" W	83.73'
L13	N 89°50'39" E	12.69'
L14	S 45°00'20" E	71.35'
L15	N 89°49'56" E	117.77'

SHEET 2 OF 2

CS PROJECT: 8825.03
4058-PE
SHEET NO. V-02

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

DRAWN BY: **S. CHILDS** FIELD BOOK: — PAGE: — DATE: **06/05/2024**

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 4058-PE (2) Jun 05, 2024 3:03pm by: jammermann

DESCRIPTION
10019-PE

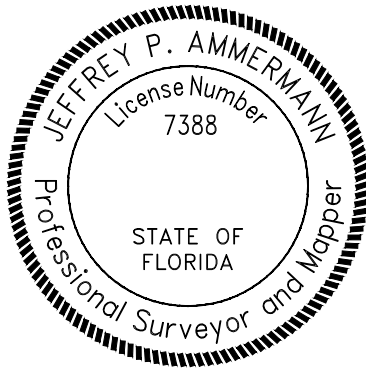
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 3208, Pages 1098 through 1099, Public Records of Polk County, Florida, located in Section 28, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 28; thence North 01°00'16" West, along the West line of said Southeast 1/4, a distance of 319.19 feet to the intersection with the North edge of pavement as scaled from the maintained right-of-way map of Mountain Lake Cutoff Road as depicted in Map Book 5, Pages 152 through 161, Public Records of Polk County, Florida, and the POINT OF BEGINNING; thence continue North 01°00'16" West, along said West line, 39.27 feet; thence North 85°34'24" East, 32.01 feet; thence South 50°24'09" East, 92.76 feet; thence South 28°50'28" East, 74.60 feet; thence South 17°34'00" East, 209.19 feet to the North maintained right-of-way line of said Mountain Lake Cutoff Road; thence along said North maintained right-of-way line the following four (4) courses; thence (1) North 73°05'23" West, 17.63 feet; thence (2) North 26°31'28" West, 100.78 feet; thence (3) North 03°35'53" West, 103.93 feet; thence (4) South 70°36'02" West, 31.66 feet to the intersection with said scaled North edge of pavement of Mountain Lake Cutoff Road; said point lying on a non-tangent curve to the left having a radius of 186.90 feet, a central angle of 43°52'21", a chord bearing of North 47°52'26" West, and a chord distance of 139.64 feet; thence along the arc of said curve and said scaled edge of pavement, 143.11 feet to the POINT OF BEGINNING. Said parcel containing 11,086.31 square feet, more or less.

CERTIFICATION:

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



Jeffrey P

Ammermann

Digitally signed by

Jeffrey P

Ammermann

Date: 2024.04.07

10:44:52 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

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

CS PROJECT: 8825.03

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

10019-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 04/07/2024

SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\TS.dwg 10019-PE Apr 07, 2024 10:21am by: jommerrmann

LEGEND:

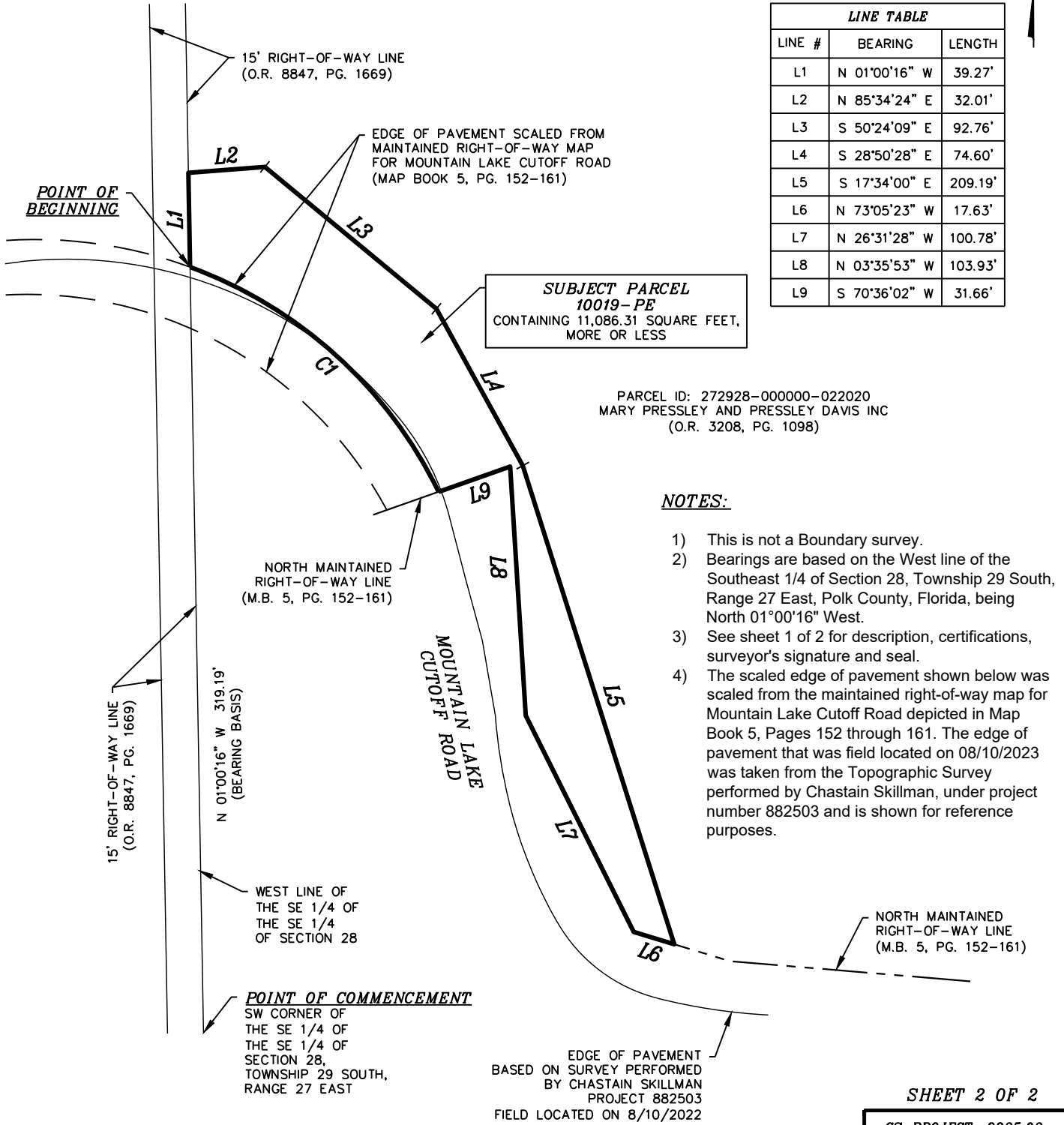
- P.B. = PLAT BOOK
- PG. = PAGE(S)
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ID = IDENTIFICATION

DESCRIPTION SKETCH
10019-PE

SCALE 1" = 60'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	186.90'	143.11'	139.64'	N 47°52'26" W	43°52'21"

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 01°00'16" W	39.27'
L2	N 85°34'24" E	32.01'
L3	S 50°24'09" E	92.76'
L4	S 28°50'28" E	74.60'
L5	S 17°34'00" E	209.19'
L6	N 73°05'23" W	17.63'
L7	N 26°31'28" W	100.78'
L8	N 03°35'53" W	103.93'
L9	S 70°36'02" W	31.66'



PARCEL ID: 272928-000000-022020
MARY PRESSLEY AND PRESSLEY DAVIS INC
(O.R. 3208, PG. 1098)

NOTES:

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

SHEET 2 OF 2

CS PROJECT: 8825.03

10019-PE

SHEET NO. V-02

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

DRAWN BY: S. CHILDS

FIELD BOOK: — **PAGE:** —

DATE: 04/07/2024

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\15.dwg 10019-PE (2) Apr 07, 2024 10:21am by: jammermann

DESCRIPTION
10041-PE

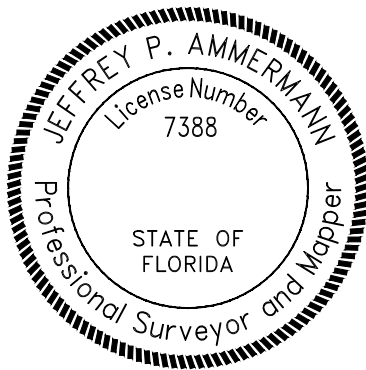
DESCRIPTION:

A parcel of land being a portion of the parcel described in Official Records Book 12349, Page 927, Public Records of Polk County, Florida, located in Section 33, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southwest corner of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 33; thence North 01°00'40" West, along the West line of said East 1/2 also being the West line of said parcel, 612.65 feet to the POINT OF BEGINNING; thence continue North 01°00'40" West, along said West line of parcel, 32.04 feet to the intersection with the South edge of pavement as scaled from the Maintained Right-of-Way map of Mountain Lake Cutoff Road as depicted on Map Book 5, Pages 152 through 161, Public Records of Polk County, Florida; thence South 83°32'56" East, along said scaled edge of pavement, 17.66 feet to a non-tangent curve to the right having a radius of 298.37 feet, a central angle of 18°30'06", a chord bearing of South 53°11'30" East, and a chord distance of 95.93 feet; thence along the arc of said curve and said scaled edge of pavement, 96.35 feet to the North and West Maintained Right-of-Way line of said Mountain Lake Cutoff Road; thence along said Maintained Right-of-Way line the following six (6) courses; thence (1) South 46°05'41" West, 10.76 feet; thence (2) South 00°47'56" West, 81.80 feet; thence (3) South 00°16'23 East, 100.00 feet; thence (4) South 01°43'51" West, 100.10 feet; thence (5) South 00°37'00" East, 200.00 feet; thence (6) South 09°22'31" East, 28.99 feet; thence North 89°44'23" West, 15.60 feet; thence North 00°13'00" West, 485.40 feet; thence North 22°51'14" West, 40.66 feet; thence North 68°12'17" West, 60.32 feet to the POINT OF BEGINNING. Said parcel containing 8,871.72 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: 2024.06.08
11:09:53 -04'00'

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

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

CS PROJECT: 8825.03

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

10041-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 06/08/2024

SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 10041-PE Jun 08, 2024 10:19am by: jommerrmann

LEGEND:

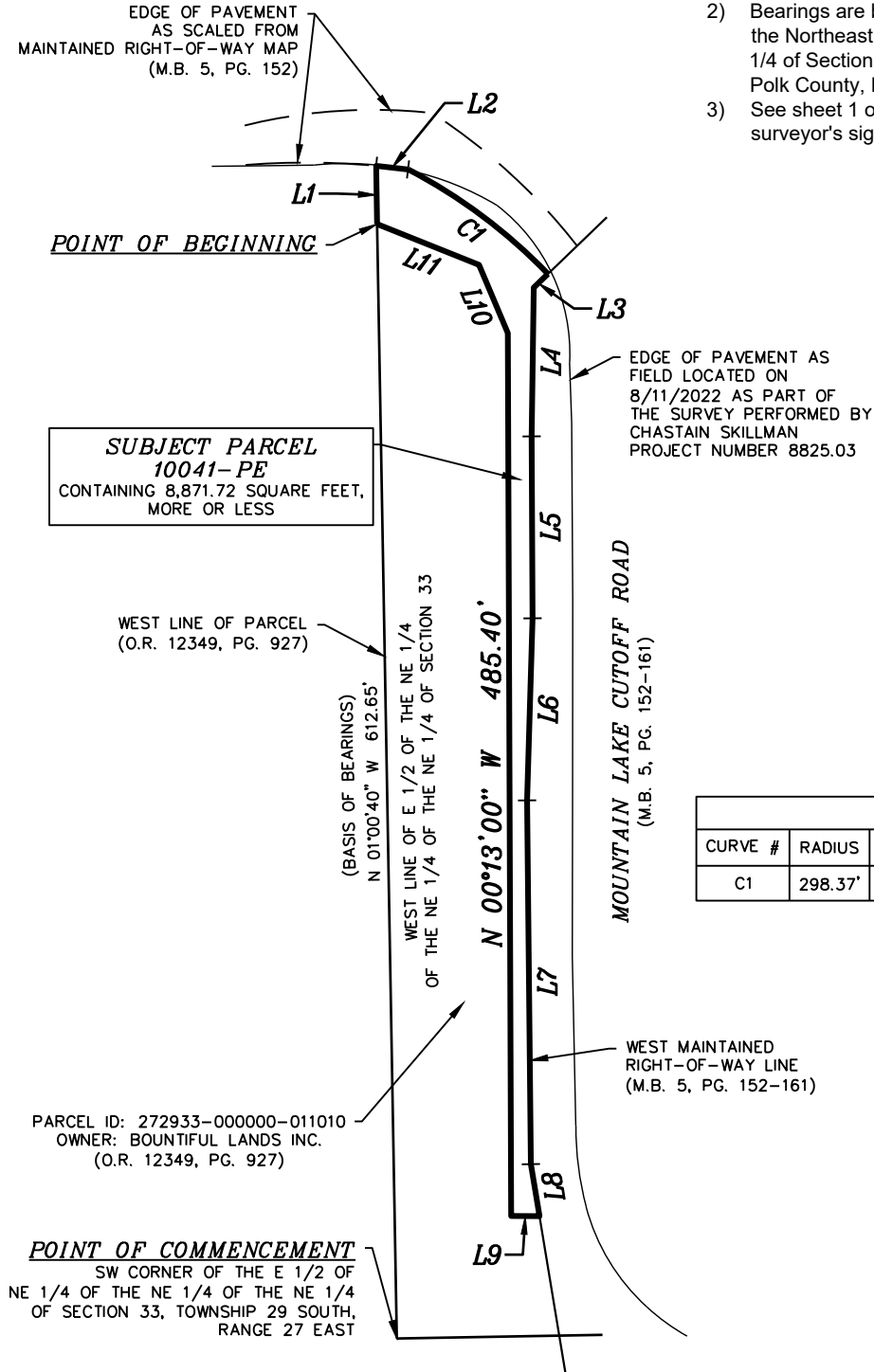
- P.B. = PLAT BOOK
- PG. = PAGE(S)
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ID = IDENTIFICATION

DESCRIPTION SKETCH
10041-PE

SCALE 1" = 100'

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the West line of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33, Township 29 South, Range 27 East, Polk County, Florida, being North 01°00'40" West.
- 3) See sheet 1 of 2 for description, certification, and surveyor's signature and seal.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 01°00'40" W	32.04'
L2	S 83°32'56" E	17.66'
L3	S 46°05'41" W	10.76'
L4	S 00°47'56" W	81.80'
L5	S 00°16'23" E	100.00'
L6	S 01°43'51" W	100.10'
L7	S 00°37'00" E	200.00'
L8	S 09°22'31" E	28.99'
L9	N 89°44'23" W	15.60'
L10	N 22°51'14" W	40.66'
L11	N 68°12'17" W	60.32'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	298.37'	96.35'	95.93'	S 53°11'30" E	18°30'06"

SHEET 2 OF 2

CS PROJECT: 8825.03

10041-PE

SHEET NO. V-02

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

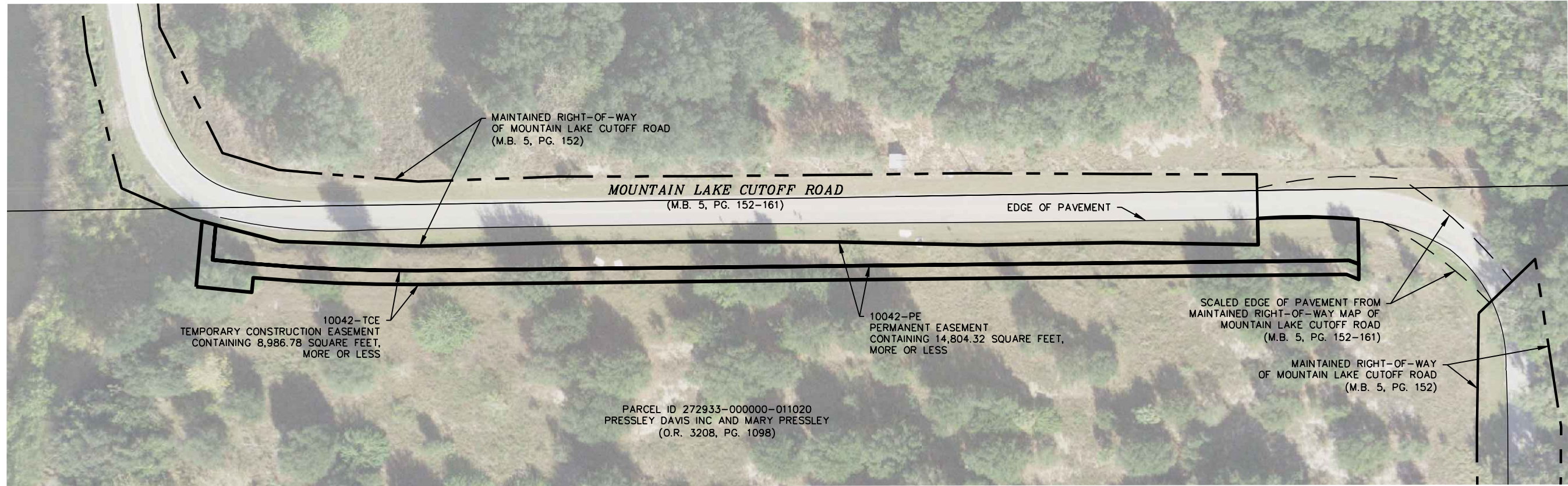
DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

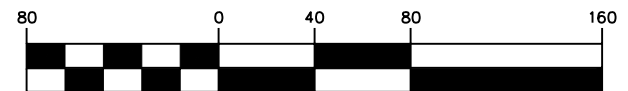
DATE: 06/08/2024

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 10041-PE (2) Jun 08, 2024 10:19am by: jammermann

EXHIBIT



GRAPHIC SCALE



(IN FEET)
1 inch = 80 feet

CS PROJECT NUMBER:
8825.03

PARCEL NUMBER:
10042

SHEET NUMBER:
V-01

FIELD BY:

DATE:
06/15/2024

FIELD BOOK & PAGE:
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000
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CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402



PRWC

MARY PRESSLEY AND PRESSLEY DAVIS INC EXHIBIT

© 2023 CHASTAIN SKILLMAN C.A. NO. 262

DESCRIPTION
10042-PE

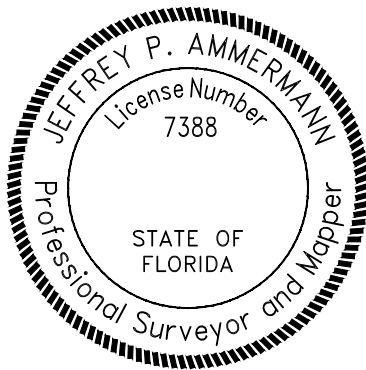
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 3208, Pages 1098 through 1099, Public Records of Polk County, Florida, located in Section 33, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southeast corner of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 33; thence North 01°00'40" West, along the East line of said West 1/2, also being the East line of said parcel described in Official Records Book 3208, Pages 1098 through 1099, a distance of 612.65 feet to the POINT OF BEGINNING; thence North 68°12'17" West, 7.39 feet; thence South 89°15'42" West, 665.94 feet to a non-tangent curve to the right having a radius of 1282.16 feet, a central angle of 06°35'51", a chord bearing of North 87°06'30" West, and a chord distance of 147.56 feet; thence along the arc of said curve, 147.64 feet; thence North 05°03'03" East, 25.06 feet to the intersection with the South maintained right-of-way line of said Mountain Lake Cutoff Road as depicted in Map Book 5, Pages 152 through 161, Public Records of Polk County, Florida; thence along said South maintained right-of-way line the following nine (9) courses; thence (1) South 75°35'49" East, 47.30 feet; thence (2) South 88°09'48" East, 100.15 feet; thence (3) North 88°27'33" East, 100.00 feet; thence (4) North 89°29'25" East, 100.01 feet; thence (5) South 89°59'39" East, 100.02 feet; thence (6) South 88°54'24" East, 100.08 feet; thence (7) North 88°55'03" East, 100.00 feet; thence (8) South 89°14'59" East, 100.06 feet; thence (9) North 01°15'16" West, 18.71 feet to the intersection with said South edge of pavement as scaled from said Maintained Right-of-Way map of Mountain Lake Cutoff Road, said point lying on a non-tangent curve to the right having a radius of 423.55 feet, a central angle of 09°43'06", a chord bearing of South 89°36'11" East, and a chord distance of 71.76 feet; thence along the arc of said curve and said scaled edge of pavement, 71.84 feet to the intersection with said East line of the West 1/2, also being the East line of said parcel described in Official Records Book 3208, Pages 1098 through 1099; thence South 01°00'40" East along said East line, 32.04 feet to the POINT OF BEGINNING. Said parcel containing 14,804.32 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: 2024.06.18
10:44:51 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2

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

CS PROJECT: 8825.03

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

10042-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 06/18/2024

SHEET NO. V-01

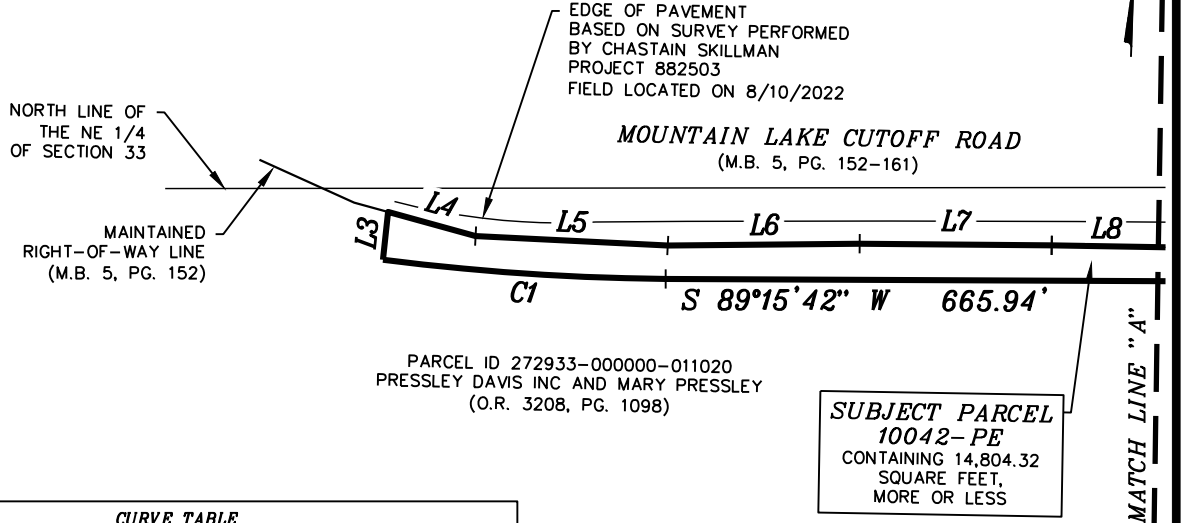
P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 10042-PE Jun 18, 2024 10:37am by: jammerrmann

LEGEND:

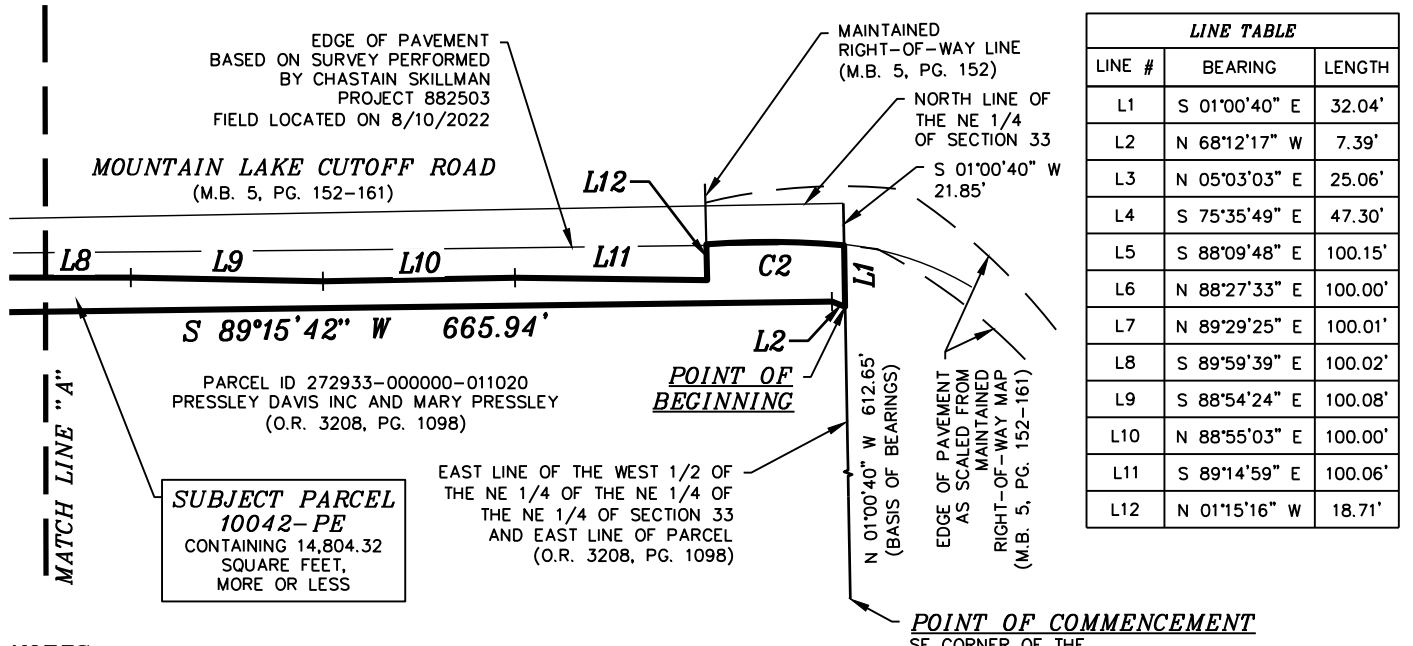
- P.B. = PLAT BOOK
- PG. = PAGE(S)
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ID = IDENTIFICATION

DESCRIPTION SKETCH
10042-PE

SCALE 1" = 100'



CURVE TABLE					
CURVE #	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	1282.16'	147.64'	147.56'	N 87°06'30" W	6°35'51"
C2	423.55'	71.84'	71.76'	S 89°36'11" E	9°43'06"



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 01°00'40" E	32.04'
L2	N 68°12'17" W	7.39'
L3	N 05°03'03" E	25.06'
L4	S 75°35'49" E	47.30'
L5	S 88°09'48" E	100.15'
L6	N 88°27'33" E	100.00'
L7	N 89°29'25" E	100.01'
L8	S 89°59'39" E	100.02'
L9	S 88°54'24" E	100.08'
L10	N 88°55'03" E	100.00'
L11	S 89°14'59" E	100.06'
L12	N 01°15'16" W	18.71'

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Northeast 1/4 of Section 33, Township 29 South, Range 27 East, Polk County, Florida, being South 89°03'12" West.
- 3) See sheet 1 of 2 for description, certifications, surveyor's signature and seal.
- 4) The scaled edge of pavement shown hereon was scaled from the maintained right-of-way map for Mountain Lake Cutoff Road depicted in Map Book 5, Pages 152 through 161.

POINT OF COMMENCEMENT

SE CORNER OF THE
W 1/2 OF THE NE 1/4 OF
THE NE 1/4 OF THE NE 1/4 OF
SECTION 33, TOWNSHIP 29 SOUTH, RANGE 27 EAST

SHEET 2 OF 2

CS PROJECT: 8825.03

10042-PE

SHEET NO. V-02

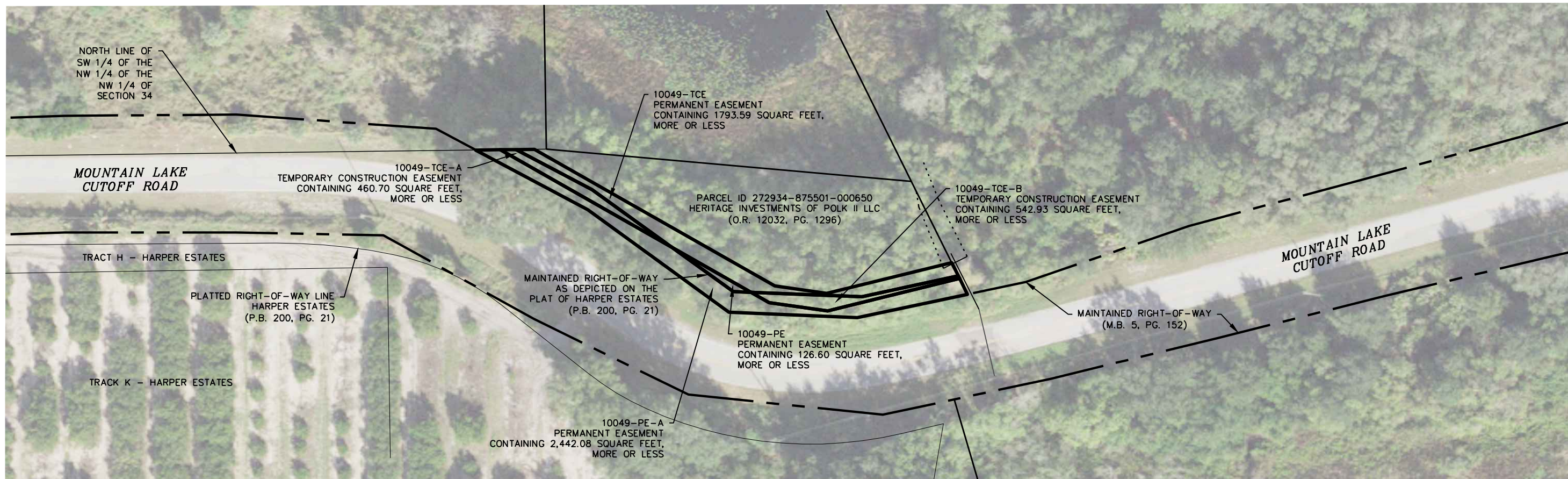
PREPARED BY: **CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

DRAWN BY: S. CHILDS

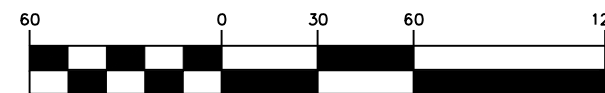
FIELD BOOK: — PAGE: —

DATE: 06/18/2024

EXHIBIT



GRAPHIC SCALE



(IN FEET)
1 inch = 60 feet

CS PROJECT NUMBER:
8825.03

PARCEL NUMBER:
10049

SHEET NUMBER:
V-01

FIELD BY:

DATE:
06/06/2024

FIELD BOOK & PAGE:
000
000
000

PRWC



CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

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ALMAR PROPERTIES LLC EXHIBIT

LEGEND:

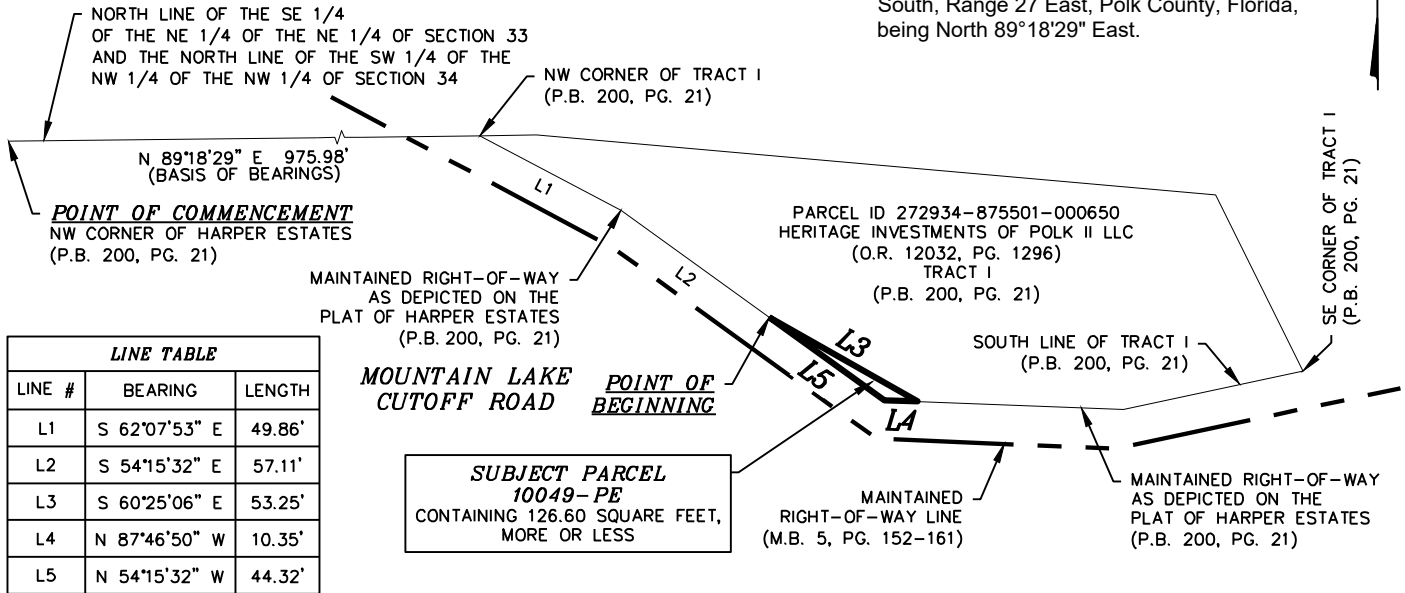
- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- M.B. = MAP BOOK
- ID = IDENTIFICATION

DESCRIPTION AND SKETCH
10049-PE

SCALE 1" = 60'

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 34, Township 29 South, Range 27 East, Polk County, Florida, being North 89°18'29" East.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 62°07'53" E	49.86'
L2	S 54°15'32" E	57.11'
L3	S 60°25'06" E	53.25'
L4	N 87°46'50" W	10.35'
L5	N 54°15'32" W	44.32'

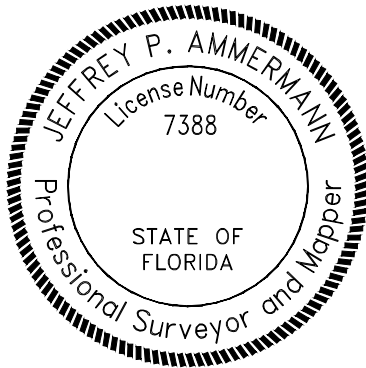
DESCRIPTION:

A parcel of land being a portion of Tract I, of the plat of HARPER ESTATES, as recorded in Plat Book 200, Pages 21 through 22, Public Records of Polk County, Florida, located in Section 34, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of said plat; thence North 89°18'29" East, along the North line of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 33 and the North line of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 34, a distance of 975.98 feet to the Northwest corner of said Tract I; thence South 62°07'53" East, along the South line of Tract I also being the North maintained right-of-way line of Mountain Lake Cutoff Road as depicted on said plat of HARPER ESTATES, 49.86 feet; thence South 54°15'32" East, along said South line of Tract I, 57.11 feet to the POINT OF BEGINNING; thence South 60°25'06" East, 53.25 feet to the intersection with said South line of Tract I; thence North 87°46'50" West, along said South line, 10.35 feet; thence North 54°15'32" West, along said South line, 44.32 feet to the POINT OF BEGINNING. Said parcel containing 126.60 square feet, more or less.

CERTIFICATION:

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



Digitally signed by
Jeffrey P Ammermann
 Date: 2024.06.06
 10:09:35 -04'00'

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

SHEET 1 OF 1

CS PROJECT: 8825.03

10049-PE

SHEET NO. V-01

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

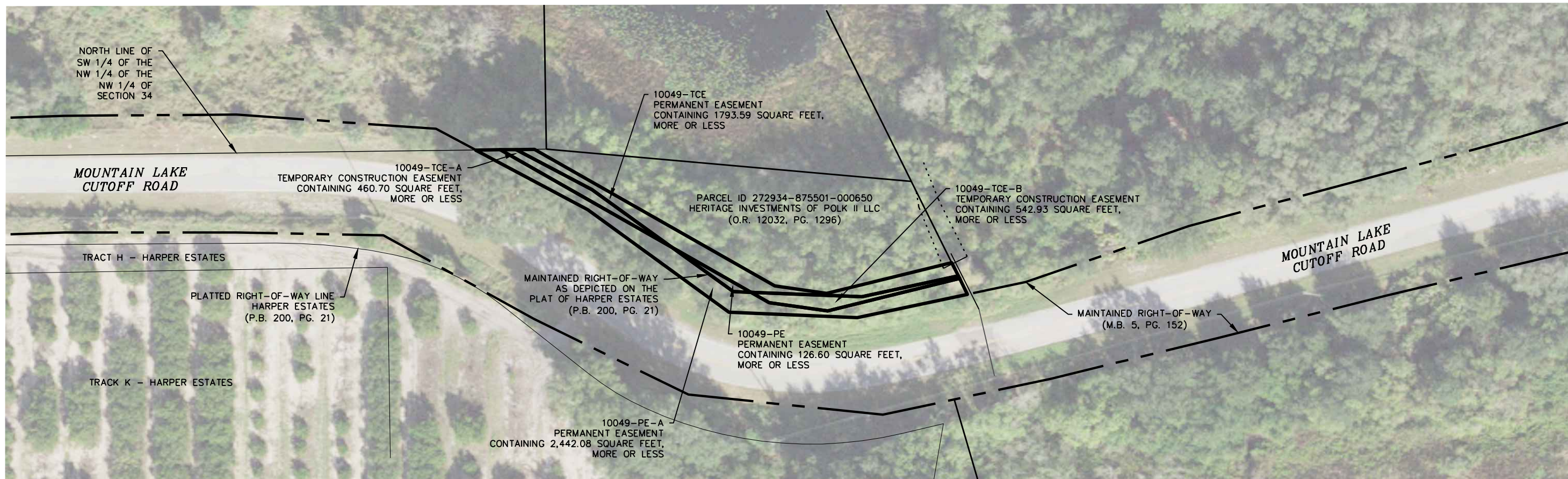
DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

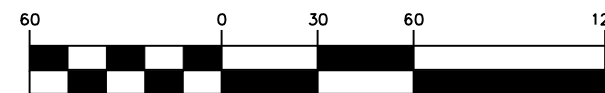
DATE: 06/05/2024

2: \\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\TS.dwg 10049-PE Jun 06, 2024 9:55am by: jammermann

EXHIBIT



GRAPHIC SCALE



(IN FEET)
1 inch = 60 feet

CS PROJECT NUMBER:
8825.03

PARCEL NUMBER:
10049

SHEET NUMBER:
V-01

FIELD BY:
DATE:
06/06/2024
FIELD BOOK & PAGE:
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000
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PRWC



CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

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ALMAR PROPERTIES LLC EXHIBIT

DESCRIPTION
10049-PE-A

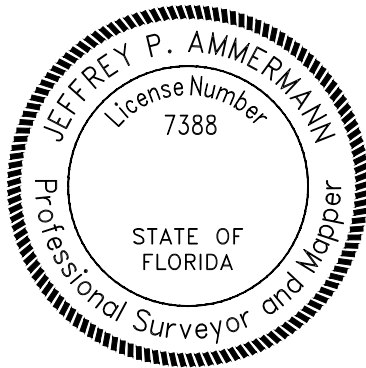
DESCRIPTION:

A parcel of land being a portion of the parcel described in Official Records Book 12032, Pages 1296 through 1297, Public Records of Polk County, Florida, located in Section 34, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of HARPER ESTATES as recorded in Plat Book 200, Pages 21 through 22, Public Records of Polk County, Florida; thence North 89°18'29" East, along the North line of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 33 and the North line of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 34, a distance of 952.49 feet to the intersection with the Northerly maintained right-of-way line of Mountain Lake Cutoff Road as depicted in Map Book 5, Page 152 through 161, Public Records of Polk County, Florida and the POINT OF BEGINNING, said point being South 89°18'29" West, 23.49 feet from the Northwest corner of Tract I of said plat of Harper Estates; thence continue North 89°18'29" East, along said North line, 14.29 feet; thence South 60°25'06" East, 114.56 feet to the intersection with the South line of Tract I of said plat of Harper Estates; thence South 54°15'32" East, along said South line, 44.32 feet; thence South 87°46'50" East, along said South line, 10.35 feet; thence South 60°25'06" East, 12.05 feet; thence South 81°55'23" East, 34.33 feet; thence North 76°12'29" East, 79.04 feet to the intersection with the Southerly extension of the East line of said Tract I; thence South 26°25'23" East, along said Southerly extension, 10.35 feet to the intersection with said Northerly maintained right-of-way line of Mountain Lake Cutoff Road; thence South 78°04'52" West, along said Northerly line, 65.47 feet; thence North 87°35'26" West, along said Northerly line, 74.78 feet; thence North 54°04'08" West, along said Northerly line, 101.43 feet; thence North 61°56'32" West, along said Northerly line, 73.83 feet to the POINT OF BEGINNING. Said parcel containing 2,442.08 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: 2024.06.06
10:08:00 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2

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

CS PROJECT: 8825.03

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

10049-PE-A

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 06/06/2024

SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\TS.dwg 10049-PE-A Jun 06, 2024 9:57am by: jammermann

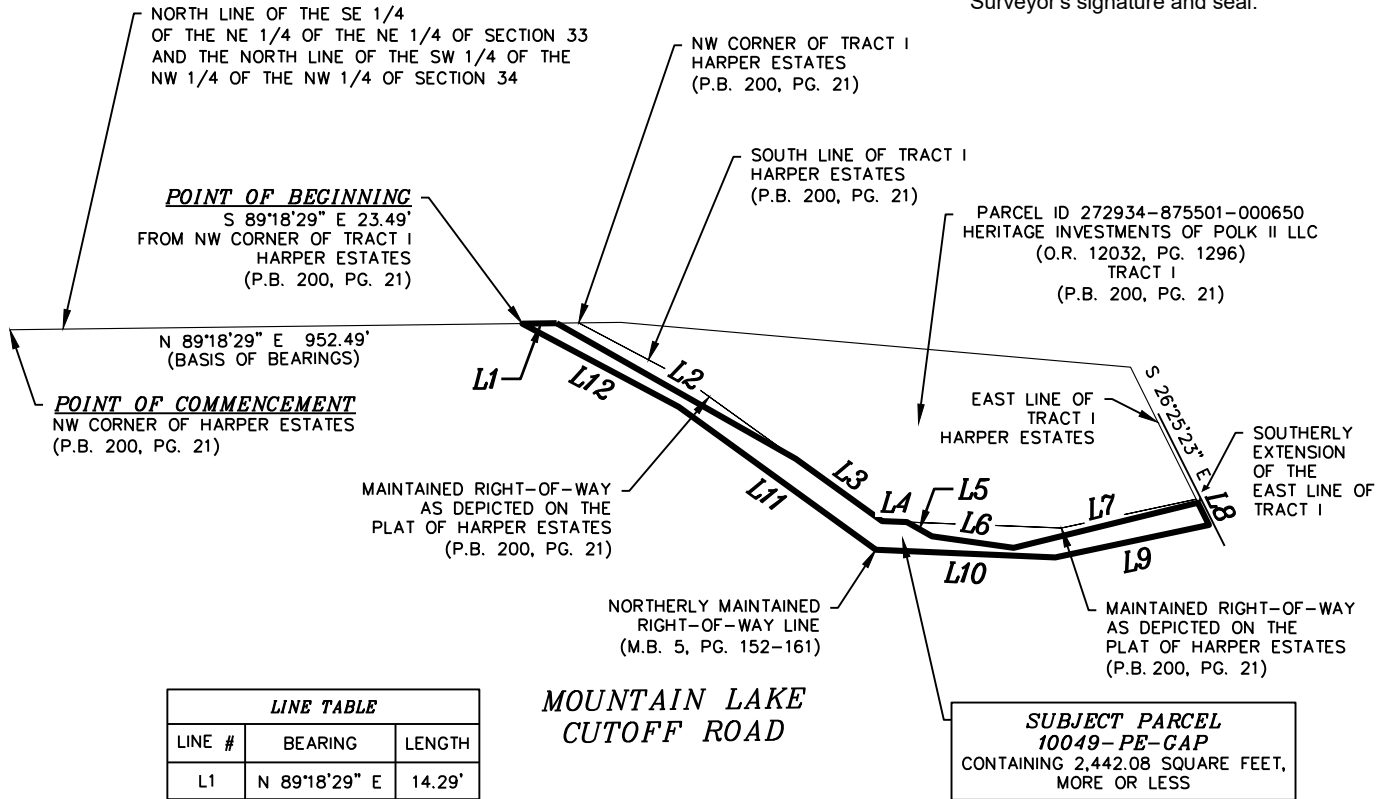
LEGEND:

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

DESCRIPTION SKETCH
10049-PE-A

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 34, Township 29 South, Range 27 East, Polk County, Florida, being North 89°18'29" East.
- 3) See sheet 1 for description, certification, and Surveyor's signature and seal.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 89°18'29" E	14.29'
L2	S 60°25'06" E	114.56'
L3	S 54°15'32" E	44.32'
L4	S 87°46'50" E	10.35'
L5	S 60°25'06" E	12.05'
L6	S 81°55'23" E	34.33'
L7	N 76°12'29" E	79.04'
L8	S 26°25'23" E	10.35'
L9	S 78°04'52" W	65.47'
L10	N 87°35'26" W	74.78'
L11	N 54°04'08" W	101.43'
L12	N 61°56'32" W	73.83'

SCALE 1" = 80'

SHEET 2 OF 2

CS PROJECT: 8825.03

10049-PE-GAP

SHEET NO. V-02

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

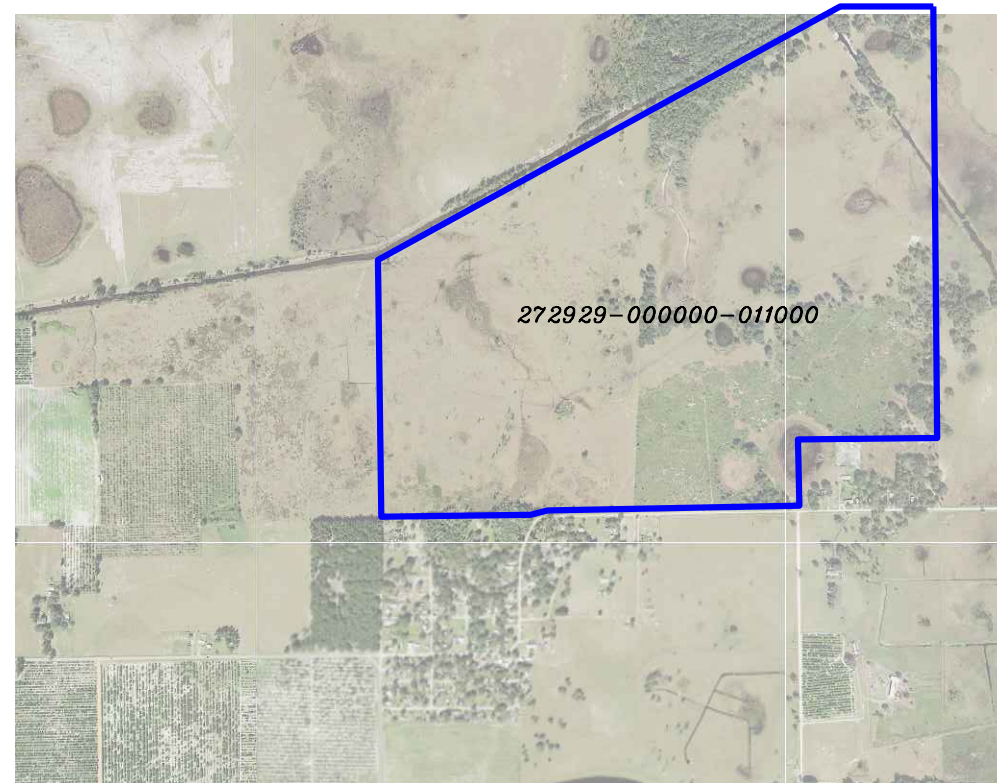
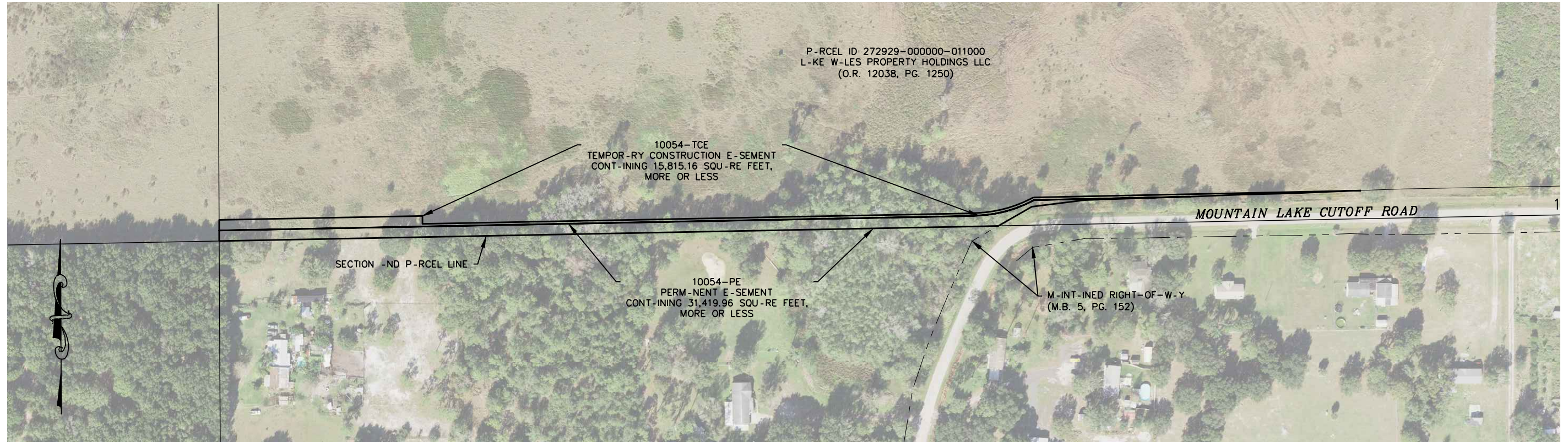
DRAWN BY: **S. CHILDS**

FIELD BOOK: — PAGE: —

DATE: **06/06/2024**

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 10049-PE-A (2) Jun 06, 2024 9:58am by: jammermann

EXHIBIT



GRAPHIC SCALE



(IN FEET)
1 inch = 200 feet

CS PROJECT NUMBER:
8825.03

PARCEL NUMBER:
10054

FIELD BY:

DATE:
06/19/2024

FIELD BOOK & PAGE:
000
000
000

SHEET NUMBER:
V-01

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESMTS.dwg 10054-EX Jun 19, 2024 12:40pm by: jammermann

NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN
 205 EAST ORANGE STREET
 SUITE #110
 LAKELAND, FL 33801-4611
 (863) 646-1402

© 2023 CHASTAIN SKILLMAN C.A. NO. 262



PRWC

LAKE WALES PROPERTY HOLDING LLC EXHIBIT

DESCRIPTION
10054-PE

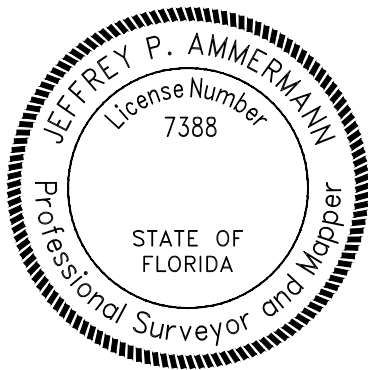
DESCRIPTION:

A parcel of land being a portion of "Parcel 5" as described in Official Records Book 12038, Pages 1250 through 1253, Public Records of Polk County, Florida, located in Section 29, Township 29 South, Range 27 East, being more particularly described as follows:

BEGIN at the Southwest corner of the Southwest 1/4 of said Section 29; thence North 00°16'49" West, along the West line of said Southwest 1/4, a distance of 20.00 feet; thence North 88°53'05" East, 1426.91 feet to a non-tangent curve to the left having a radius of 249.31 feet, a central angle of 27°37'02", a chord bearing of North 75°26'11" East, and a chord distance of 119.01 feet, thence along the arc of said curve, 120.17 feet; thence North 88°47'12" East, 294.74 feet to the intersection with the North maintained right-of-way line of Mountain Lake Cutoff Road as depicted on Map Book 5, Pages 152 through 161, Public Records of Polk County, Florida; thence along said North maintained right-of-way line the following four (4) courses; thence (1) South 88°24'56" West, 100.00 feet; thence (2) South 87°50'15" West, 99.78 feet; thence (3) South 83°03'46" West, 100.51 feet; thence (4) South 60°05'21" West, 73.38 feet to the intersection with the South line of said Southwest 1/4 of said Section 29; thence South 88°53'05" West, along said South line, 1473.64 feet to the POINT OF BEGINNING. Said parcel containing 31,419.96 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: 2024.06.20
13:02:51 -04'00'

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

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

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262	CS PROJECT: 8825.03
DRAWN BY: S. CHILDS	10054-PE
FIELD BOOK: — PAGE: —	SHEET NO. V-01
DATE: 06/19/2024	

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 10054-PE Jun 20, 2024 1:00pm by: jammermann

LEGEND:

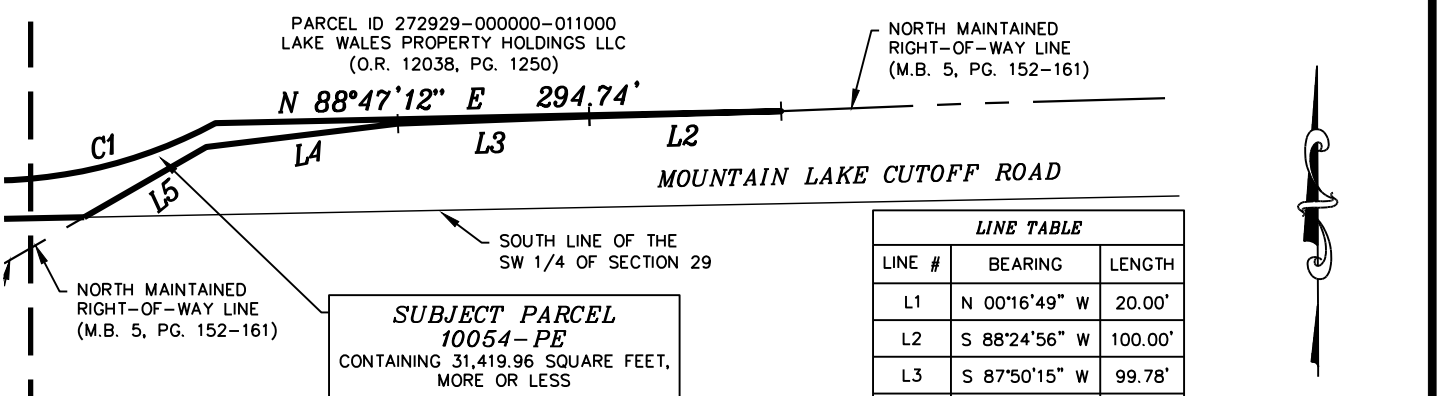
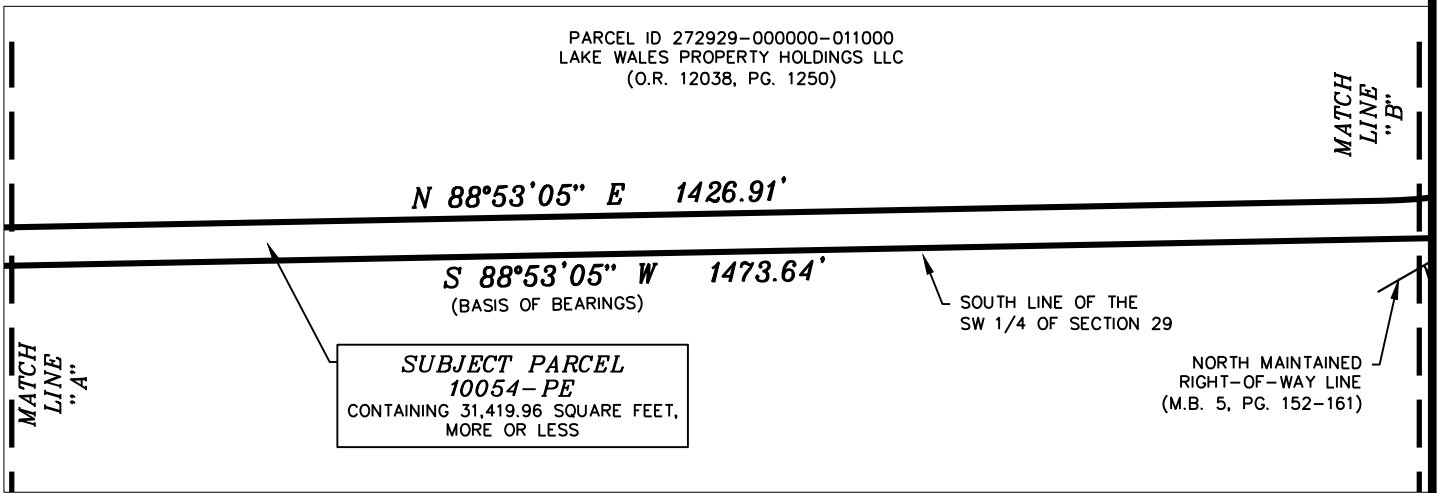
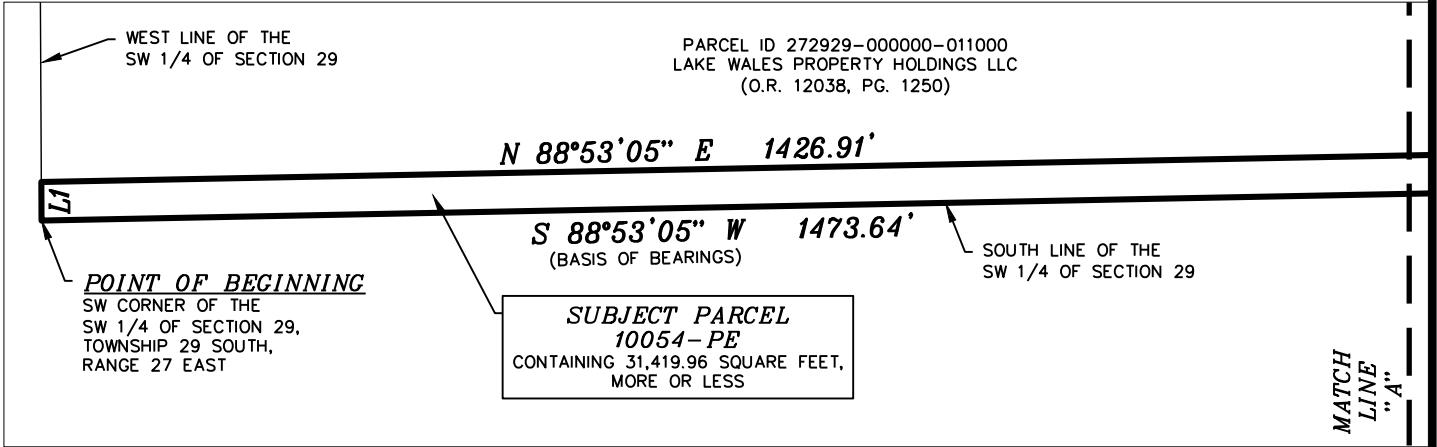
- P.B. = PLAT BOOK
- PG. = PAGE(S)
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ID = IDENTIFICATION

DESCRIPTION SKETCH

10054-PE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South line of the Southwest 1/4 of Section 29, Township 29 South, Range 27 East, Polk County, Florida, being South 88°53'05" West.
- 3) See sheet 1 of 2 for description, certification, and surveyor's signature and seal.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 00°16'49" W	20.00'
L2	S 88°24'56" W	100.00'
L3	S 87°50'15" W	99.78'
L4	S 83°03'46" W	100.51'
L5	S 60°05'21" W	73.38'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	249.31'	120.17'	119.01'	N 75°26'11" E	27°37'02"

SCALE 1" = 100'

SHEET 2 OF 2

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03 10054-PE
DRAWN BY: S. CHILDS	FIELD BOOK: — PAGE: —	DATE: 06/19/2024
		SHEET NO. V-02

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\1S.dwg 10054-PE (2) Jun 20, 2024 1:00pm by: jommerrmann

EXHIBIT B

Nonexclusive Permanent Easement

[See Attached 2 Page]

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

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

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

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

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

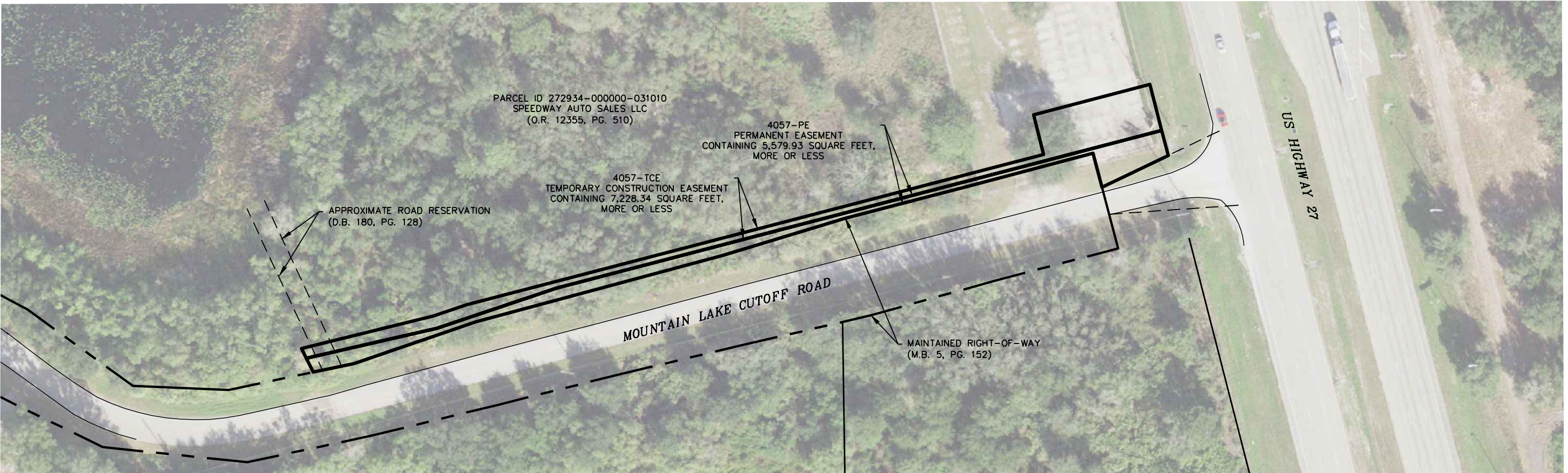
5. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good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

EXHIBIT C

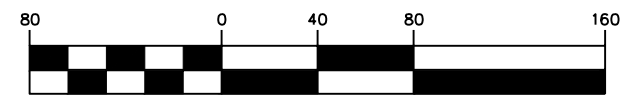
Nonexclusive Temporary Construction Easement Legal Descriptions

[See Attached 26 Pages]

EXHIBIT



GRAPHIC SCALE



(IN FEET)
1 inch = 80 feet

NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402



PRWC
SPEEDWAY AUTO SALES LLC EXHIBIT

FIELD BY:	CS PROJECT NUMBER: 8825.03
DATE: 06/06/2024	PARCEL NUMBER: 4057
FIELD BOOK & PAGE: 000 000 000	SHEET NUMBER: V-01

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESMTS.dwg 4057-EX Jun 06, 2024 11:09am by: jammerrmann

DESCRIPTION
4057-TCE

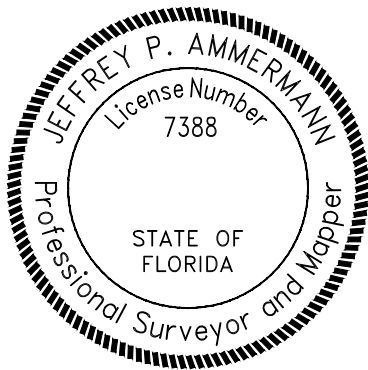
DESCRIPTION:

A parcel of land being a portion of the parcel described in Official Records Book 12355, Pages 510 through 511, Public Records of Polk County, Florida, located in Section 34, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 of said Section 34; thence North 89°18'56" East, along the North line of said Northwest 1/4, a distance of 1436.77 feet to the intersection with the West right-of-way line of US Highway 27 (State Road 25) as depicted on Florida Department of Transportation Section Map 1618-202, also described in Deed Book 1050, Pages 365 through 368, Public Records of Polk County, Florida; thence South 14°24'11" East, along said West right-of-way line, 553.58 feet to the POINT OF BEGINNING; thence continue South 14°24'11" East, along said West right-of-way line, 37.00 feet; thence South 75°23'55" West, 488.52 feet; thence South 71°21'48" West, 98.55 feet; thence South 77°04'02" West, 104.58 feet to the centerline of a branch connecting two lakes; thence North 26°38'43" West, along said centerline, 8.65 feet; thence North 76°12'29" East, 106.07 feet; thence North 71°21'48" East, 27.42 feet; thence North 75°23'55" East, 465.77 feet; thence North 14°24'11" West, 32.00 feet; thence North 75°23'55" East, 94.00 feet to the POINT OF BEGINNING. Said parcel containing 7,228.34 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: 2024.06.06
11:11:54 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2

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

CS PROJECT: 8825.03

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

4057-TCE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 06/06/2024

SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 4057-TCE Jun 06, 2024 11:07am by: jammermann

LEGEND:

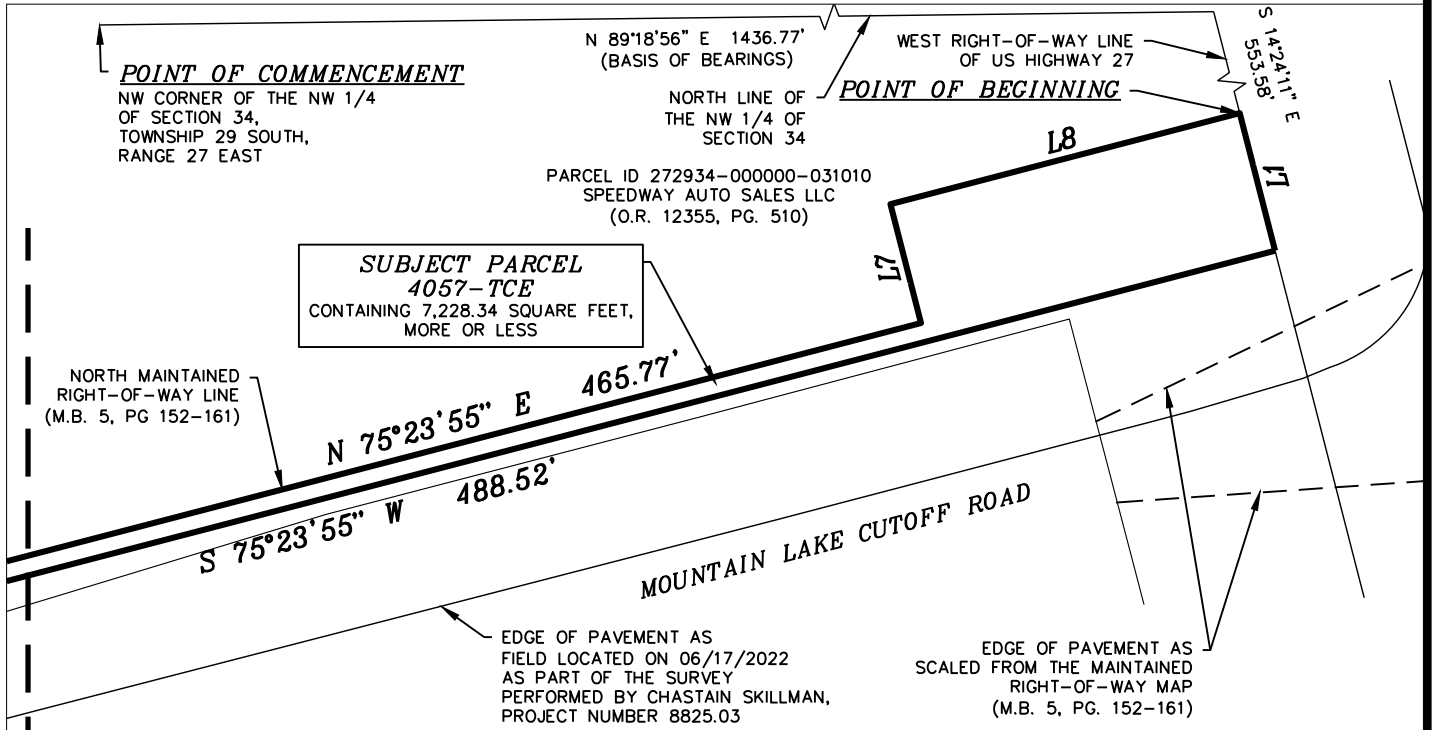
- P.B. = PLAT BOOK
- PG. = PAGE(S)
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ID = IDENTIFICATION

DESCRIPTION SKETCH

4057-TCE

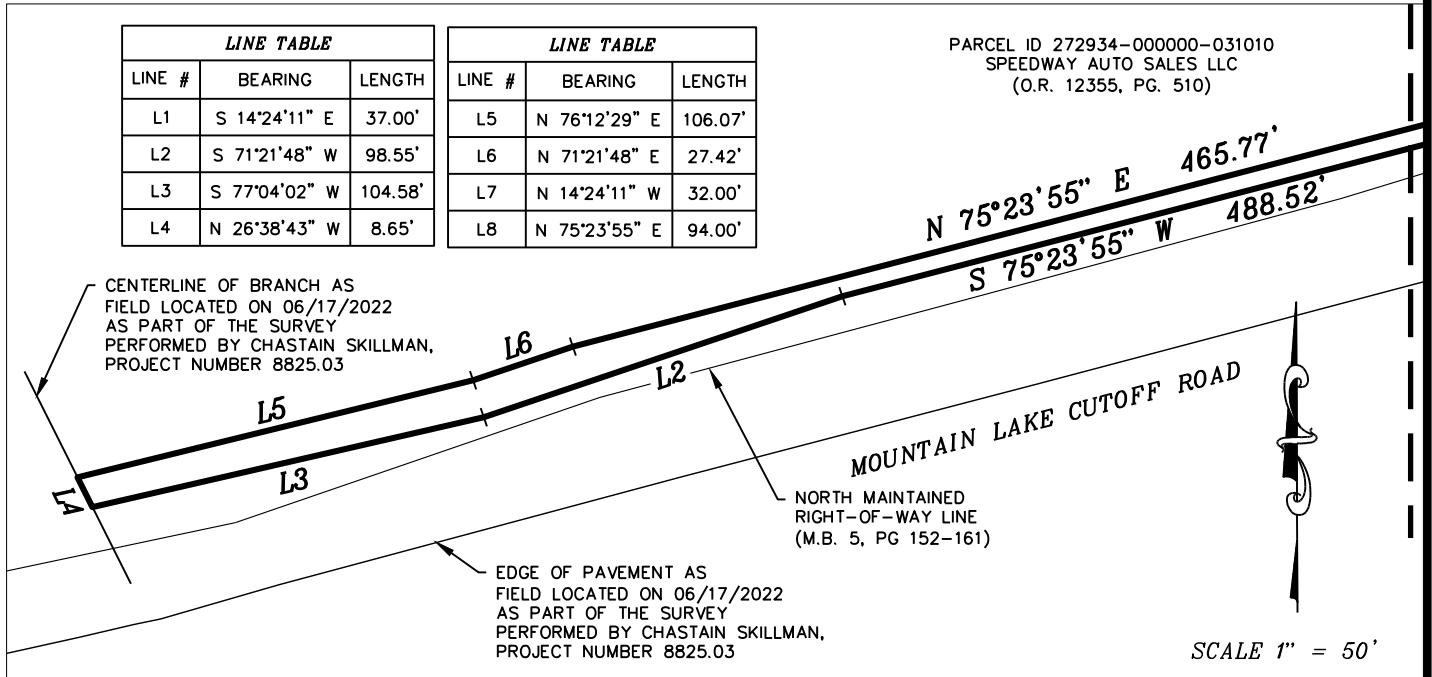
NOTES:

- 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 27 East, Polk County, Florida, being North 89°18'56" East.
- 3) See sheet 1 of 2 for description, certification, and surveyor's signature and seal.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 14°24'11" E	37.00'
L2	S 71°21'48" W	98.55'
L3	S 77°04'02" W	104.58'
L4	N 26°38'43" W	8.65'

LINE TABLE		
LINE #	BEARING	LENGTH
L5	N 76°12'29" E	106.07'
L6	N 71°21'48" E	27.42'
L7	N 14°24'11" W	32.00'
L8	N 75°23'55" E	94.00'



SCALE 1" = 50'

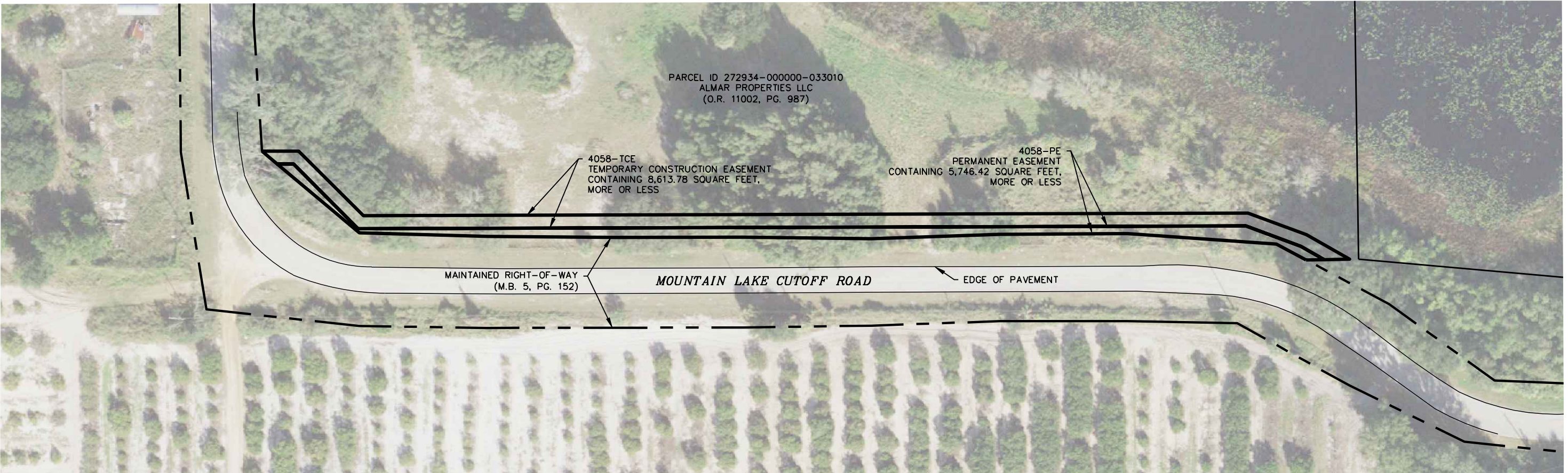
SHEET 2 OF 2

CS PROJECT: 8825.03
4057-TCE
SHEET NO. V-02

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262	DRAWN BY: S. CHILDS	FIELD BOOK: — PAGE: —	DATE: 06/06/2024
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2: \882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 4057-TCE (2) Jun 06, 2024 11:08am By: jammermann

EXHIBIT



GRAPHIC SCALE



(IN FEET)
1 inch = 80 feet

CS PROJECT NUMBER:
8825.03

PARCEL NUMBER:
4058

SHEET NUMBER:
V-01

FIELD BY:

DATE:
06/05/2024

FIELD BOOK & PAGE:
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000
000

PRWC

ALMAR PROPERTIES LLC EXHIBIT



CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

© 2023 CHASTAIN SKILLMAN C.A. NO. 262

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESMTS.dwg 4058-EX Jun 05, 2024 3:07pm by: jimmermann

DESCRIPTION
4058-TCE

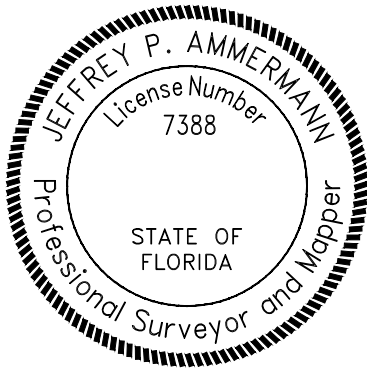
DESCRIPTION:

A parcel of land being a portion of the parcel described in Official Records Book 11002, Pages 987 through 989, Public Records of Polk County, Florida, located in Sections 33 and 34, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 34; thence South 00°55'10" East, along the West line of said Northwest 1/4, a distance of 635.58 feet to the POINT OF BEGINNING, having a Northing of 1304762.49 and an Easting of 781738.80, being on the Florida State Plane Coordinate System, West Zone (0902), North American Datum of 1983, 2011 adjustment, U.S. Surveyor's Feet (sFT); thence South 89°49'56" West, 117.77 feet; thence North 45°00'20" West, 71.35 feet; thence South 89°50'39" West, 12.69 feet to the intersection with the North maintained right-of-way line of Mountain Lake Cutoff Road as depicted in Map Book 5, Pages 152 through 161, Public Records of Polk County, Florida; thence North 50°03'42" West, along said North line, 15.53 feet; thence North 89°50'39" East, 28.72 feet; thence South 45°00'20" East, 71.34 feet; thence North 89°49'56" East, 113.48 feet to the intersection with the West line of the Northwest 1/4 of said Section 34; thence North 89°49'56" East, 577.51 feet; thence South 69°45'43" East, 48.47 feet; thence South 60°25'06" East, 38.98 feet to the South line of said parcel; thence South 89°18'17" West, along said South line, 19.83 feet; thence North 60°25'06" West, 21.03 feet; thence North 69°45'43" West, 45.85 feet; thence South 89°49'56" West, 575.58 feet, to the POINT OF BEGINNING. Said parcel containing 8,613.78 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: 2024.06.05
15:08:15 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2

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

CS PROJECT: 8825.03

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

4058-TCE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 06/05/2024

SHEET NO. V-01

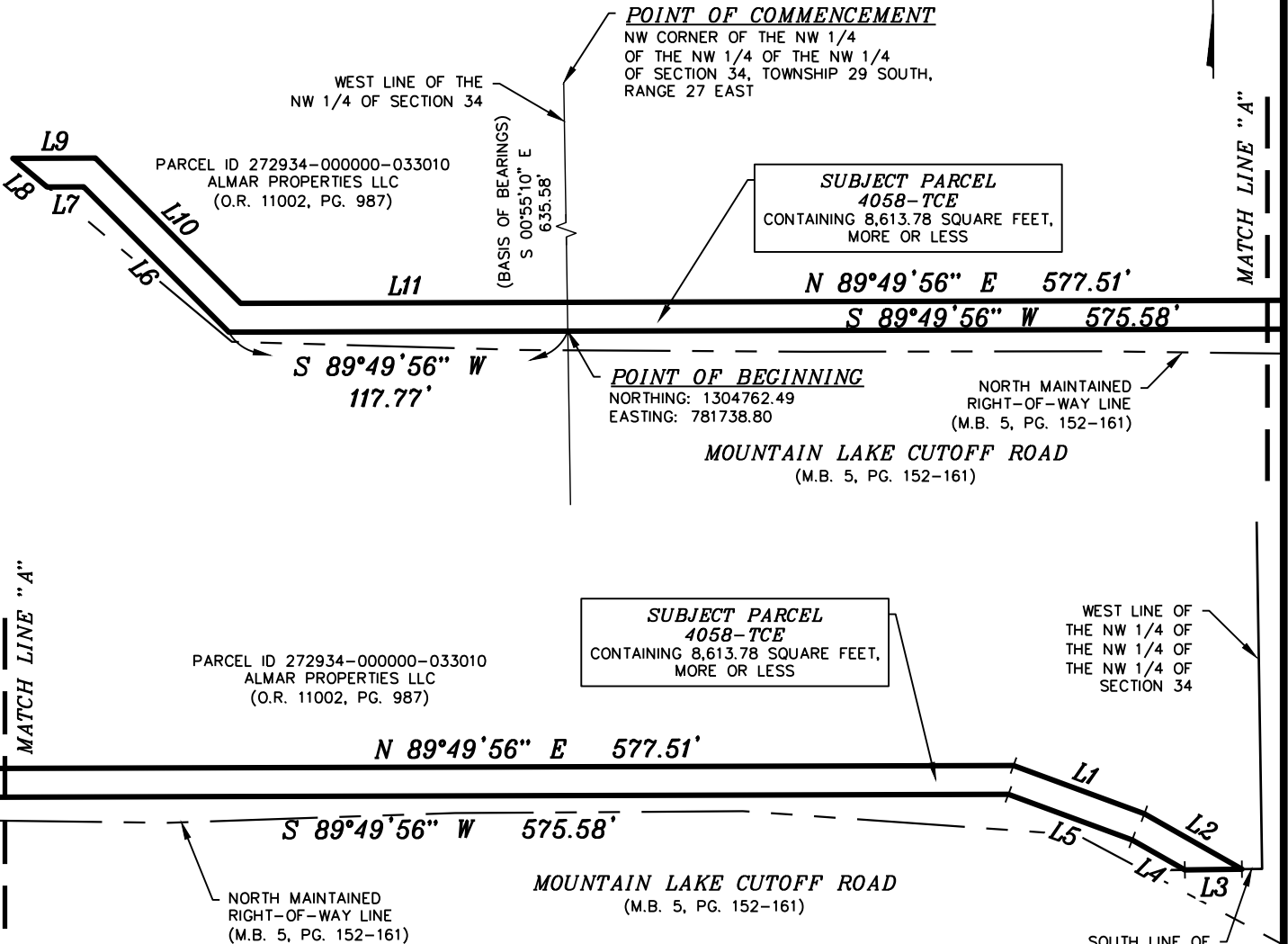
P: \882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 4058-TCE Jun 05, 2024 2:58pm by: jammerrmann

LEGEND:

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

DESCRIPTION SKETCH
4058-TCE

SCALE 1" = 60'



NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the West line of the Northwest 1/4 of Section 34, Township 29 South, Range 27 East, Polk County, Florida, being South 00°55'10" East.
- 3) See sheet 1 of 2 for description, certification, and surveyor's signature and seal.
- 4) The coordinates shown hereon, are based on the Florida Permanent Reference Network (FPRN), being on the Florida State Plane Coordinate System, West Zone (0902), North American Datum of 1983, 2011 Adjustment, U.S. Surveyor's Feet (sFT).

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 69°45'43" E	48.47'
L2	S 60°25'06" E	38.98'
L3	S 89°18'17" W	19.83'
L4	N 60°25'06" W	21.03'
L5	N 69°45'43" W	45.85'
L6	N 45°00'20" W	71.35'

LINE TABLE		
LINE #	BEARING	LENGTH
L7	S 89°50'39" W	12.69'
L8	N 50°03'42" W	15.53'
L9	N 89°50'39" E	28.72'
L10	S 45°00'20" E	71.34'
L11	N 89°49'56" E	113.48'

SHEET 2 OF 2

CS PROJECT: 8825.03

4058-TCE

SHEET NO. V-02

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 06/05/2024

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 4058-TCE (2) Jun 05, 2024 2:58pm by: jammermann

DESCRIPTION
10019-TCE

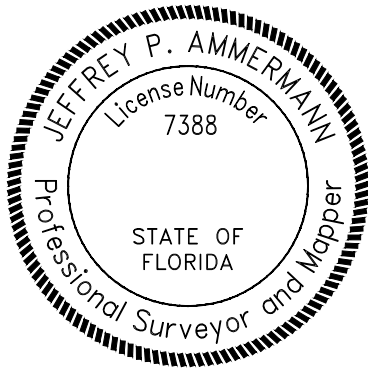
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 3208, Pages 1098 through 1099, Public Records of Polk County, Florida, located in Section 28, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 28; thence North 01°00'16" West, along the West line of said Southeast 1/4, a distance of 319.19 feet to the intersection with the North edge of pavement as scaled from the maintained right-of-way map of Mountain Lake Cutoff Road as depicted in Map Book 5, Pages 152 through 161, Public Records of Polk County, Florida; thence continue North 01°00'16" West, along said West line, 39.27 feet to the POINT OF BEGINNING; thence continue North 01°00'16" West, along said West line, 5.01 feet; thence North 85°34'24" East, 33.73 feet; thence South 50°24'09" East, 95.73 feet; thence South 28°50'28" East, 76.05 feet; thence South 17°34'00" East, 190.10 feet; thence North 90°00'00" East, 17.00 feet; thence South 00°00'00" East, 25.00 feet to the North maintained right-of-way line of said Mountain Lake Cutoff Road; thence North 73°05'23" West, along said North line, 16.57 feet; thence North 17°34'00" west, 209.19 feet; thence North 28°50'28" west, 74.60 feet; thence North 50°24'09" West, 92.76 feet; thence South 85°34'24" West, 32.01 feet to the POINT OF BEGINNING. Said parcel containing 2,380.16 square feet, more or less.

CERTIFICATION:

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



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2024.04.07
10:46:59 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

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

CS PROJECT: 8825.03

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

10019-TCE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 04/07/2024

SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 10019-TCE Apr 07, 2024 10:28am by: jammermann

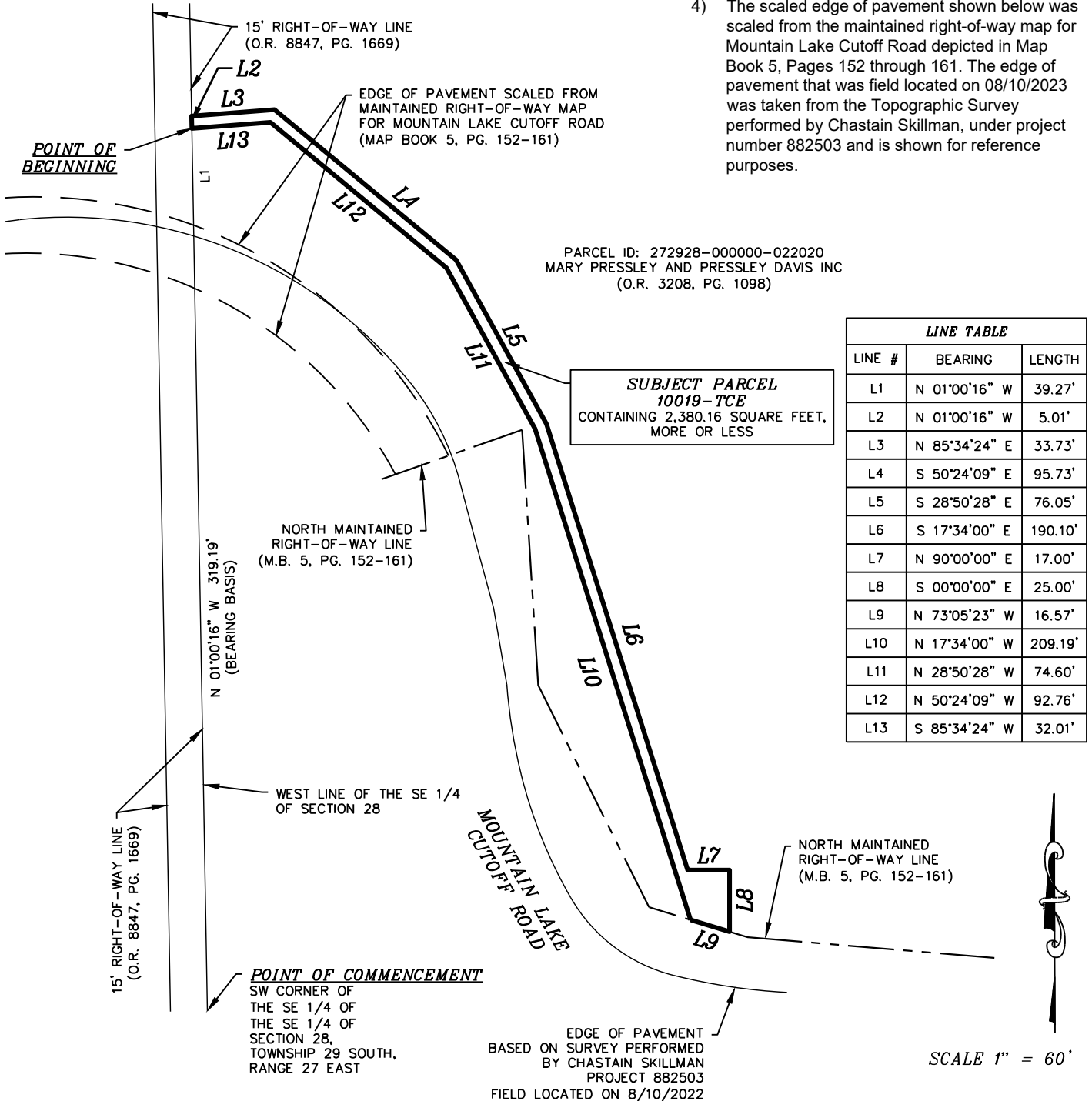
LEGEND:

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

DESCRIPTION SKETCH
10019-TCE

NOTES:

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



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 01°00'16" W	39.27'
L2	N 01°00'16" W	5.01'
L3	N 85°34'24" E	33.73'
L4	S 50°24'09" E	95.73'
L5	S 28°50'28" E	76.05'
L6	S 17°34'00" E	190.10'
L7	N 90°00'00" E	17.00'
L8	S 00°00'00" E	25.00'
L9	N 73°05'23" W	16.57'
L10	N 17°34'00" W	209.19'
L11	N 28°50'28" W	74.60'
L12	N 50°24'09" W	92.76'
L13	S 85°34'24" W	32.01'

SCALE 1" = 60'

SHEET 2 OF 2

CS PROJECT: 8825.03
10019-TCE
SHEET NO. V-02

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

DRAWN BY: **S. CHILDS** FIELD BOOK: — PAGE: — DATE: **04/07/2024**

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\15.dwg 10019-TCE (2) Apr 07, 2024 10:28am by: jommerronn

DESCRIPTION
10041-TCE

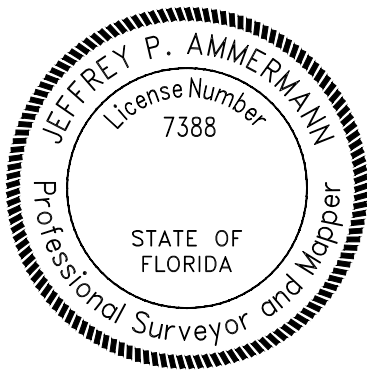
DESCRIPTION:

A parcel of land being a portion of the parcel described in Official Records Book 12349, Page 927, Public Records of Polk County, Florida, located in Section 33, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southwest corner of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 33; thence North 01°00'40" West, along the West line of said East 1/2 also being the West line of said parcel, 601.80 feet to the POINT OF BEGINNING; thence continue North 01°00'40" West, along said West line, 10.85 feet; thence South 68°12'17" East, 60.32 feet; thence South 22°51'14" East, 40.66 feet; thence South 00°13'00" East, 485.40 feet; thence South 89°44'23" East, 15.60 feet to the West Maintained Right-of-Way line of Mountain Lake Cutoff Road as depicted on Map Book 5, Pages 152 through 161, Public Records of Polk County, Florida; thence South 09°22'31" East, along said West Maintained Right-of-Way line, 5.07 feet; thence North 89°44'23" West, 31.40 feet; thence North 00°13'00" West, 30.00 feet; thence South 89°44'23" East, 10.00 feet; thence North 00°13'00" West, 446.36 feet; thence North 22°51'14" West, 47.47 feet; thence North 68°12'17" West, 51.93 feet to the POINT OF BEGINNING. Said parcel containing 3,798.80 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: 2024.06.08
11:13:15 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2

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

CS PROJECT: 8825.03

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

10041-TCE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 06/08/2024

SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 10041-TCE Jun 08, 2024 10:53am by: jammermann

LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE(S)
- O.R. = OFFICIAL RECORDS BOOK
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- ID = IDENTIFICATION

DESCRIPTION SKETCH
10041-TCE

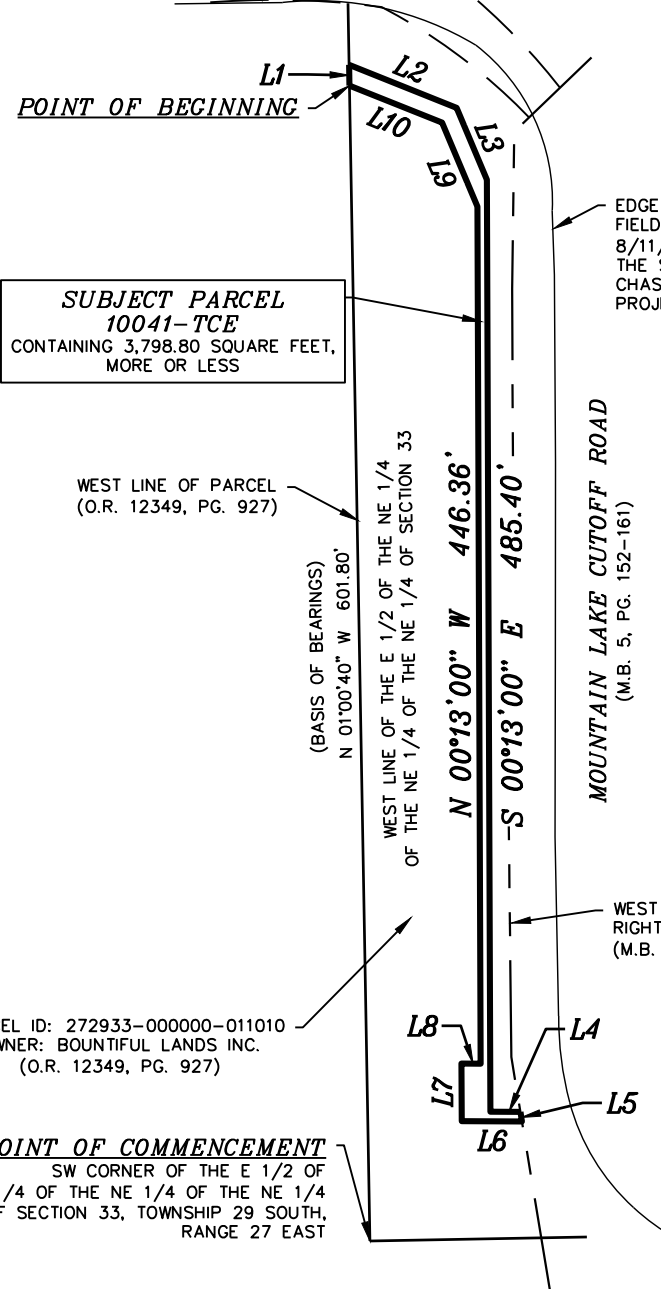
SCALE 1" = 100'



EDGE OF PAVEMENT AS
SCALED FROM MAINTAINED
RIGHT-OF-WAY MAP
(M.B. 5, PG. 152)

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the West line of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33, Township 29 South, Range 27 East, Polk County, Florida, being North 89°03'12" West.
- 3) See sheet 1 of 2 for description, certification, and surveyor's signature and seal.



SUBJECT PARCEL
10041-TCE
CONTAINING 3,798.80 SQUARE FEET,
MORE OR LESS

EDGE OF PAVEMENT AS
FIELD LOCATED ON
8/11/2022 AS PART OF
THE SURVEY PERFORMED BY
CHASTAIN SKILLMAN
PROJECT NUMBER 8825.03

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 01°00'40" W	10.85'
L2	S 68°12'17" E	60.32'
L3	S 22°51'14" E	40.66'
L4	S 89°44'23" E	15.60'
L5	S 09°22'31" E	5.07'
L6	N 89°44'23" W	31.40'
L7	N 00°13'00" W	30.00'
L8	S 89°44'23" E	10.00'
L9	N 22°51'14" W	47.47'
L10	N 68°12'17" W	51.93'

PARCEL ID: 272933-000000-011010
OWNER: BOUNTIFUL LANDS INC.
(O.R. 12349, PG. 927)

POINT OF COMMENCEMENT
SW CORNER OF THE E 1/2 OF
THE NE 1/4 OF THE NE 1/4 OF SECTION 33,
TOWNSHIP 29 SOUTH,
RANGE 27 EAST

SHEET 2 OF 2

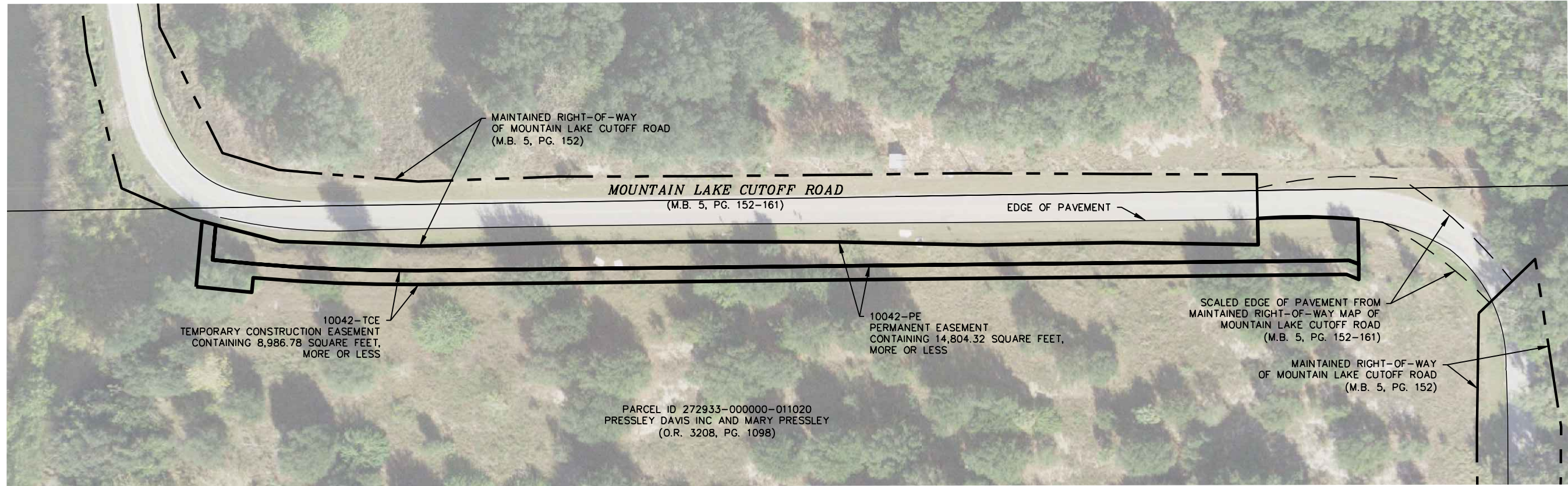
CS PROJECT: 8825.03
10041-TCE
SHEET NO. V-02

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

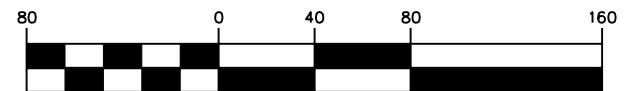
DRAWN BY: S. CHILDS FIELD BOOK: — PAGE: — DATE: 06/08/2024

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 10041-TCE (2) Jun 08, 2024 10:53am by: jommermann

EXHIBIT



GRAPHIC SCALE



(IN FEET)
1 inch = 80 feet

CS PROJECT NUMBER:
8825.03

PARCEL NUMBER:
10042

SHEET NUMBER:
V-01

FIELD BY:

DATE:
06/15/2024

FIELD BOOK & PAGE:
000
000
000

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402



PRWC

MARY PRESSLEY AND PRESSLEY DAVIS INC EXHIBIT

© 2023 CHASTAIN SKILLMAN C.A. NO. 262

DESCRIPTION
10042-TCE

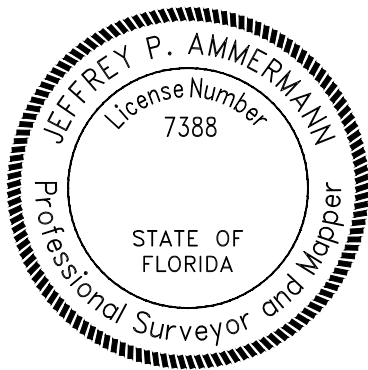
DESCRIPTION:

A parcel of land being a portion of the parcel described in Official Records Book 3208, Pages 1098 through 1099, Public Records of Polk County, Florida, located in Section 33, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southeast corner of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 33; thence North 01°00'40" West, along the East line of said West 1/2, also being the East line of said parcel described in Official Records Book 3208, Pages 1098 through 1099, a distance of 601.80 feet to the POINT OF BEGINNING; thence North 68°12'17" West, 9.60 feet; thence South 89°15'42" West, 663.94 feet to a non-tangent curve to the right having a radius of 1292.16 feet, a central angle of 05°15'40", a chord bearing of North 87°46'46" West, and a chord distance of 118.61 feet; thence along the arc of said curve, 118.65 feet; thence South 05°24'34" West, 10.30 feet; thence North 84°35'26" West, 40.00 feet; thence North 05°07'40" East, 47.00 feet to the intersection with the South maintained right-of-way line of Mountain Lake Cutoff Road as depicted in Map Book 5, Pages 152 through 161, Public Records of Polk County, Florida; thence South 75°35'49" East, along said South line, 10.13 feet; thence South 05°03'03" West, 25.06 feet to a non-tangent curve to the left having a radius of 1282.16 feet, a central angle of 06°35'51", a chord bearing of South 87°06'30" East, and a chord distance of 147.56 feet; thence along the arc of said curve, 147.64 feet; thence North 89°15'42" East, 665.94 feet; thence South 68°12'17" East, 7.39 feet to the intersection with said East line of the West 1/2, also being the East line of said parcel described in Official Records Book 3208, Pages 1098 through 1099; thence South 01°00'40" East, along said East line, 10.85 feet to the POINT OF BEGINNING. Said parcel containing 8,987.23 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: 2024.06.15
10:53:30 -04'00'

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

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

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

CS PROJECT: 8825.03

10042-TCE

DRAWN BY: *S. CHILDS*

FIELD BOOK: — PAGE: —

DATE: *06/10/2024*

SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 10042-TCE Jun 15, 2024 10:37am by: jammermann

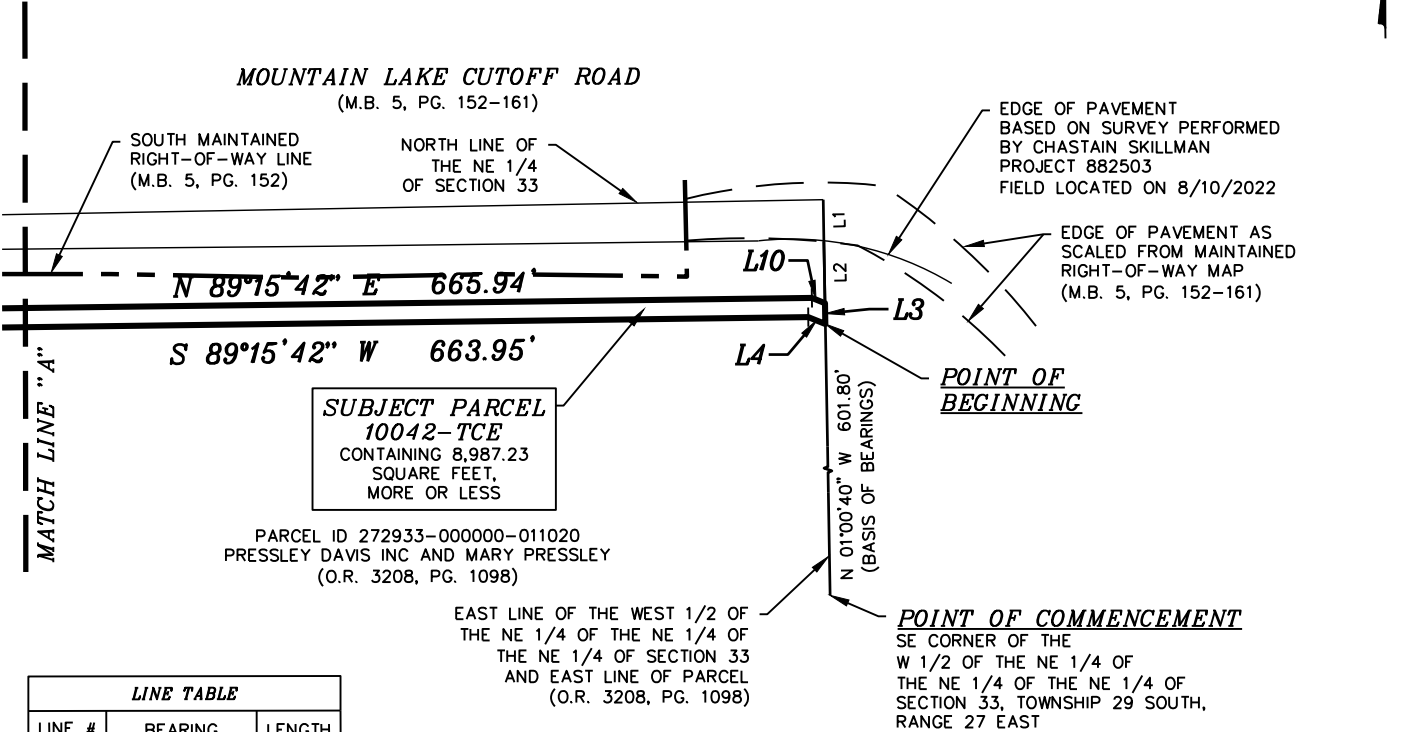
LEGEND:

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

DESCRIPTION SKETCH
10042-TCE

SCALE 1" = 100'

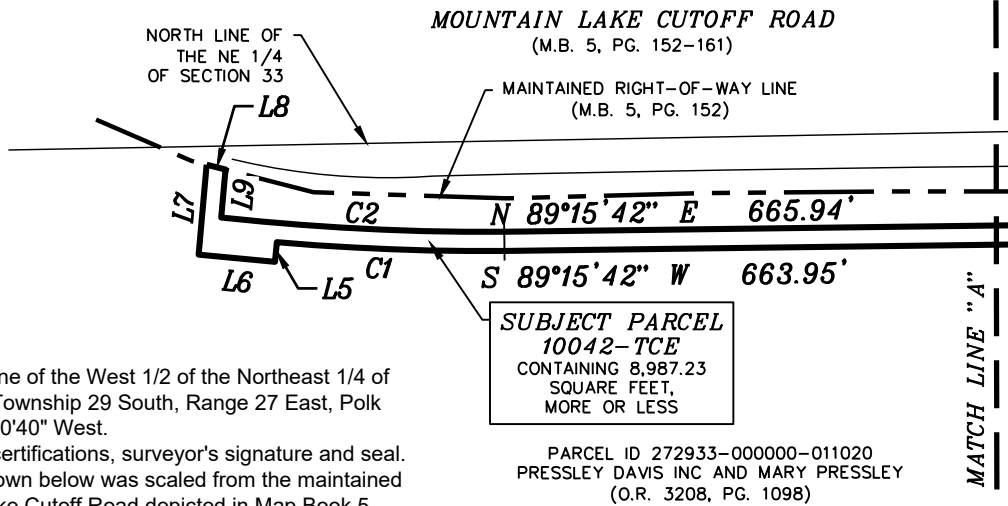
CURVE TABLE					
CURVE #	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	1292.16'	118.65'	118.61'	N 87°46'46" W	5'15"40"
C2	1282.16'	147.64'	147.56'	S 87°06'30" E	6'35"51"



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 01°00'40" E	21.85'
L2	S 01°00'40" E	32.04'
L3	S 01°00'40" E	10.85'
L4	N 68°12'17" W	9.60'
L5	S 05°24'34" W	10.30'
L6	N 84°35'26" W	40.00'
L7	N 05°07'40" E	47.00'
L8	S 75°35'49" E	10.13'
L9	S 05°03'03" W	25.06'
L10	S 68°12'17" E	7.39'

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33, Township 29 South, Range 27 East, Polk County, Florida, being North 01°00'40" West.
- 3) See sheet 1 of 2 for description, certifications, surveyor's signature and seal.
- 4) The scaled edge of pavement shown below was scaled from the maintained right-of-way map for Mountain Lake Cutoff Road depicted in Map Book 5, Pages 152 through 161. The edge of pavement that was field located on 08/10/2023 was taken from the Topographic Survey performed by Chastain Skillman, under project number 882503 and is shown for reference purposes.



SHEET 2 OF 2

CS PROJECT: 8825.03

10042-TCE

SHEET NO. V-02

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 06/15/2024

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 10042-TCE (2) Jun 15, 2024 10:37am by: jommermann

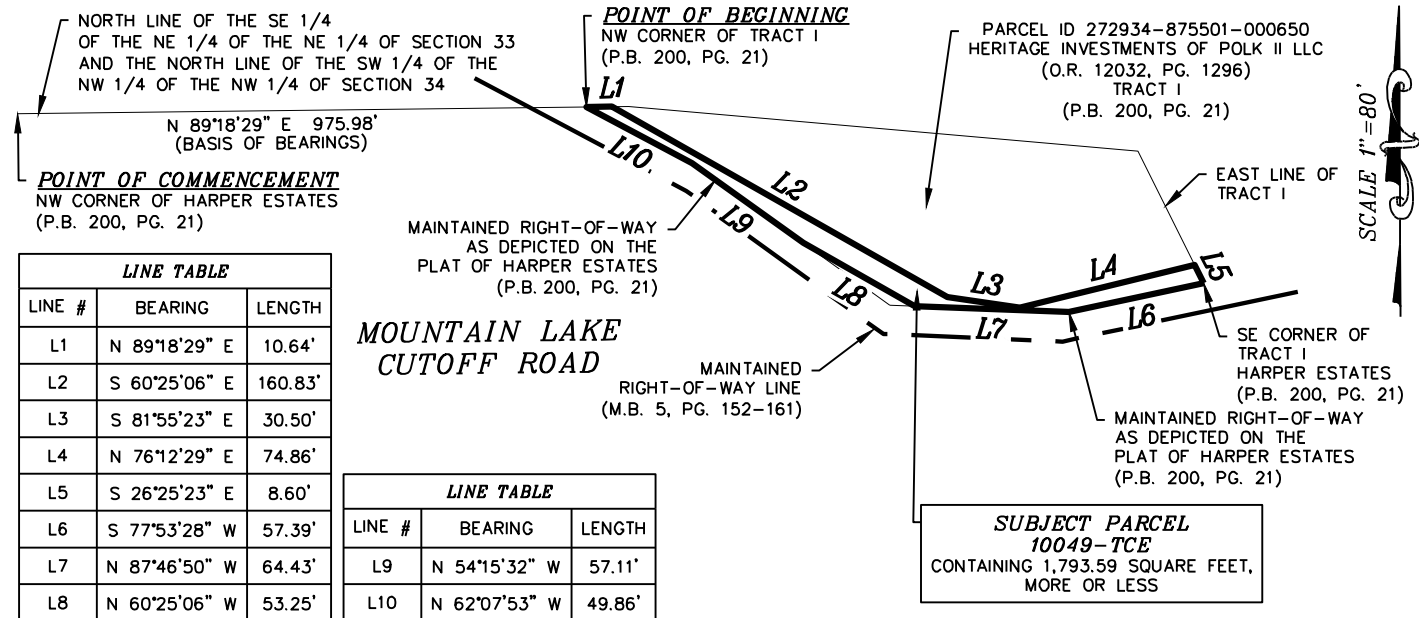
LEGEND:

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

DESCRIPTION AND SKETCH
10049-TCE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 34, Township 29 South, Range 27 East, Polk County, Florida, being North 89°18'29" East.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 89°18'29" E	10.64'
L2	S 60°25'06" E	160.83'
L3	S 81°55'23" E	30.50'
L4	N 76°12'29" E	74.86'
L5	S 26°25'23" E	8.60'
L6	S 77°53'28" W	57.39'
L7	N 87°46'50" W	64.43'
L8	N 60°25'06" W	53.25'

LINE TABLE		
LINE #	BEARING	LENGTH
L9	N 54°15'32" W	57.11'
L10	N 62°07'53" W	49.86'

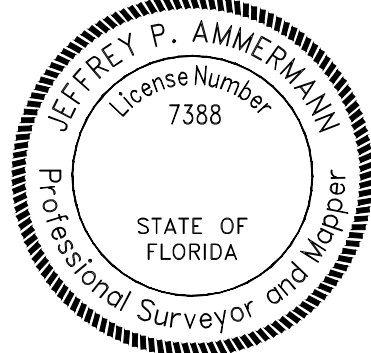
DESCRIPTION:

A parcel of land being a portion of Tract I, of the plat of HARPER ESTATES, as recorded in Plat Book 200, Pages 21 through 22, Public Records of Polk County, Florida, located in Section 34, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of said plat; thence North 89°18'29" East, along the North line of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 33 and the North line of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 34, a distance of 975.98 feet to the Northwest corner of said Tract I and the POINT OF BEGINNING; thence continue North 89°18'29" East, along said North line, 10.64 feet; thence South 60°25'08" East, 160.83 feet; thence South 81°55'23" East, 30.50 feet; thence North 76°12'29" East, 74.86 feet to the East line of said Tract I; thence South 26°25'23" East, along said East line, 8.60 feet to the Southeast corner of said Tract I; thence South 77°53'28" West, along the South line of said Tract I, 57.39 feet; thence North 87°46'50" West, along said South line, 64.43 feet; thence North 60°25'06" West, 53.25 feet to said South line of Tract I; thence North 54°15'32" West, along said South line, 57.11 feet; thence North 62°07'53" West, along said South line, 49.86 feet to the POINT OF BEGINNING. Said parcel containing 1,793.59 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: 2024.06.06 10:08:59 -04'00'

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

SHEET 1 OF 1	
CS PROJECT: 8825.03	
10049-TCE	
SHEET NO.	V-01

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		
DRAWN BY: S. CHILDS	FIELD BOOK: — PAGE: —	DATE: 06/05/2024

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 10049-TCE Jun 06, 2024 9:56am by: jammermann

LEGEND:

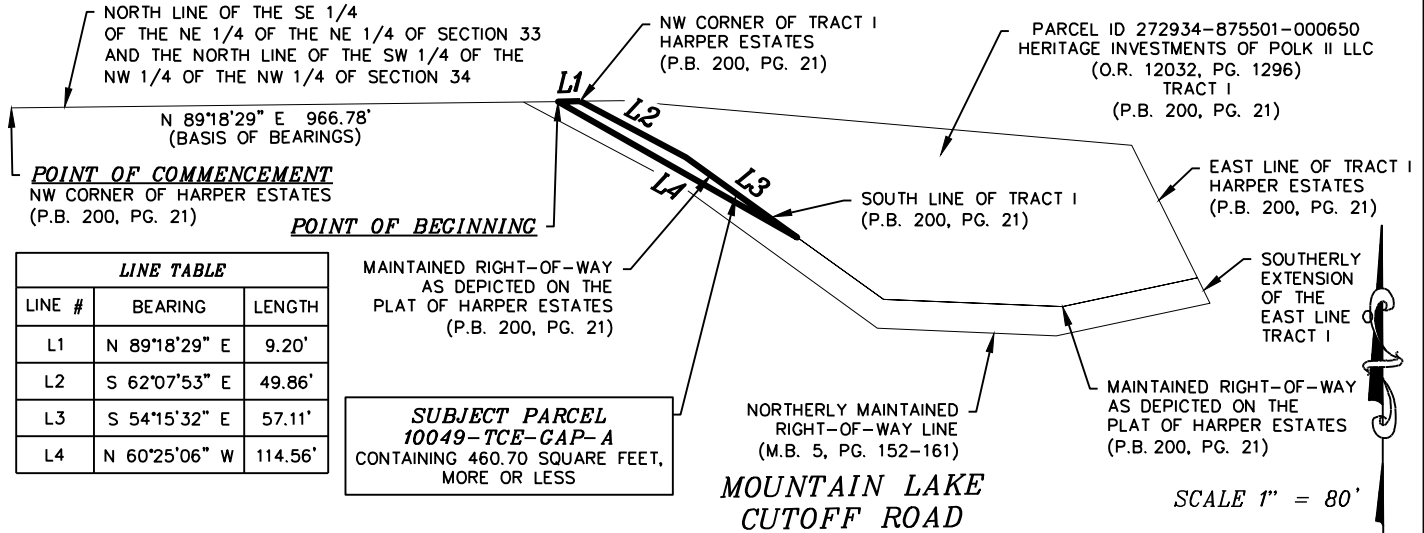
- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- M.B. = MAP BOOK
- ID = IDENTIFICATION

DESCRIPTION AND SKETCH

10049-TCE-A

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 34, Township 29 South, Range 27 East, Polk County, Florida, being North 89°18'29" East.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 89°18'29" E	9.20'
L2	S 62°07'53" E	49.86'
L3	S 54°15'32" E	57.11'
L4	N 60°25'06" W	114.56'

MAINTAINED RIGHT-OF-WAY AS DEPICTED ON THE PLAT OF HARPER ESTATES (P.B. 200, PG. 21)

SUBJECT PARCEL
10049-TCE-CAP-A
CONTAINING 460.70 SQUARE FEET, MORE OR LESS

NORTHERLY MAINTAINED RIGHT-OF-WAY LINE (M.B. 5, PG. 152-161)

MOUNTAIN LAKE CUTOFF ROAD

SCALE 1" = 80'

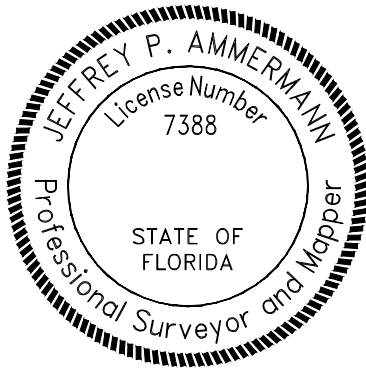
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 12032, Pages 1296 through 1297, Public Records of Polk County, Florida, located in Section 34, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of HARPER ESTATES, as recorded in Plat Book 200, Pages 21 through 22, Public Records of Polk County, Florida; thence North 89°18'29" East, along the North line of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 33 and the North line of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 34, a distance of 966.78 feet to the POINT OF BEGINNING; thence continue North 89°18'29" East, along said North line, 9.20 feet to the Northwest corner of said Tract I; thence South 62°07'53" East, along the South line of Tract I and the maintained right-of-way line of Mountain Lake Cutoff Road as depicted on the plat of said Harper Estates, 49.86 feet; thence South 54°15'32" East, along said South line, 57.11 feet; thence North 60°25'06" West, 114.56 feet to the POINT OF BEGINNING. Said parcel containing 460.70 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: 2024.06.06 10:07:21 -04'00'

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

SHEET 1 OF 1

CS PROJECT: 8825.03

10049-TCE-A

SHEET NO. V-01

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 06/06/2024

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\5.dwg 10049-TCE A Jun 06, 2024 10:04am by: jammermann

LEGEND:

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

POINT OF COMMENCEMENT

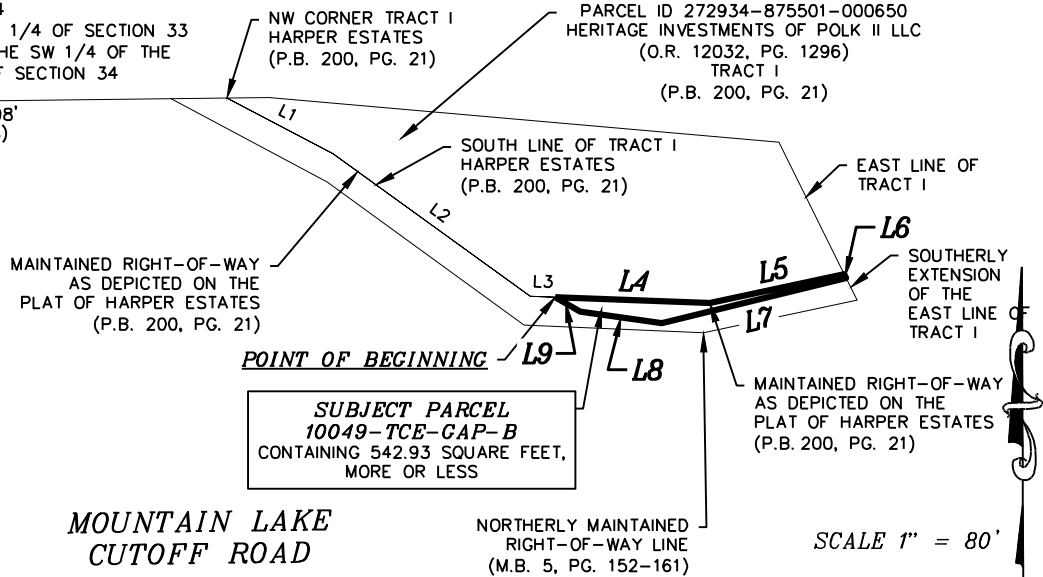
NW CORNER OF HARPER ESTATES
(P.B. 200, PG. 21)
NORTH LINE OF THE SE 1/4
OF THE NE 1/4 OF THE NE 1/4 OF SECTION 33
AND THE NORTH LINE OF THE SW 1/4 OF THE
NW 1/4 OF THE NW 1/4 OF SECTION 34
N 89°18'29" E 975.98'
(BASIS OF BEARINGS)

DESCRIPTION AND SKETCH NOTES:

10049-TCE-B

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 34, Township 29 South, Range 27 East, Polk County, Florida, being North 89°18'29" East.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 62°07'53" E	49.86'
L2	S 54°15'32" E	101.43'
L3	S 87°46'50" E	10.35'
L4	S 87°46'50" E	64.43'
L5	N 77°53'28" E	57.39'
L6	S 26°25'23" E	1.65'
L7	S 76°12'29" W	79.04'
L8	N 81°55'23" W	34.33'
L9	N 60°25'06" W	12.05'



SUBJECT PARCEL
10049-TCE-GAP-B
CONTAINING 542.93 SQUARE FEET,
MORE OR LESS

**MOUNTAIN LAKE
CUTOFF ROAD**

SCALE 1" = 80'

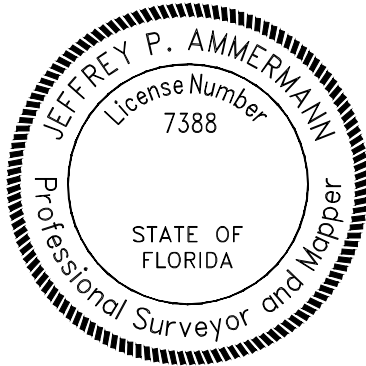
DESCRIPTION:

A parcel of land being a portion of the parcel described in Official Records Book 12032, Pages 1296 through 1297, Public Records of Polk County, Florida, located in Section 34, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northwest corner of HARPER ESTATES, as recorded in Plat Book 200, Pages 21 through 22, Public Records of Polk County, Florida; thence North 89°18'29" East, along the North line of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 33 and the North line of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 34, a distance of 975.98 feet to the Northwest corner of said Tract I; thence South 62°07'53" East, along the South line of Tract I and the maintained right-of-way line of Mountain Lake Cutoff Road as depicted on the plat of said Harper Estates, 49.86 feet; thence South 54°15'32" East, along said South line, 101.43 feet; thence South 87°46'50" East, along said South line, 10.35 feet to the POINT OF BEGINNING; thence continue South 87°46'50" East, along said South line, 64.43 feet; thence North 77°53'28" East, along said South line, 57.39 feet to the Southerly extension of the East line of said Tract I; thence South 26°25'23" East, along said Southerly extension, 1.65 feet; thence South 76°12'29" West, 79.04 feet; thence North 81°55'23" West, 34.33 feet; thence North 60°25'06" West, 12.05 feet to the POINT OF BEGINNING. Said parcel containing 543.05 square feet, more or less.

CERTIFICATION:

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



Digitally signed by
Jeffrey P Ammermann
Date: 2024.06.06
10:06:12 -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

10049-TCE-B

SHEET NO. V-01

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 06/06/2024

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 10049-TCE B Jun 06, 2024 10:05am by: jammermann

LEGEND:

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

DESCRIPTION AND SKETCH

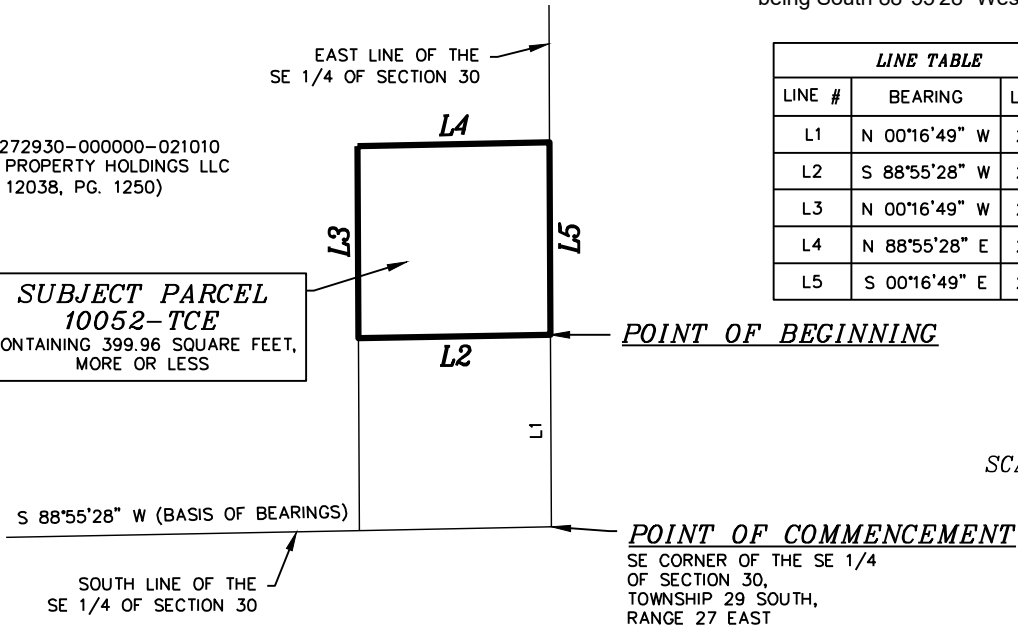
10052-TCE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South line of the Southeast 1/4 of Section 30, Township 29 South, Range 27 East, Polk County, Florida, being South 88°55'28" West.

PARCEL ID 272930-000000-021010
 LAKE WALES PROPERTY HOLDINGS LLC
 (O.R. 12038, PG. 1250)

SUBJECT PARCEL
10052-TCE
 CONTAINING 399.96 SQUARE FEET,
 MORE OR LESS



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 00°16'49" W	20.00'
L2	S 88°55'28" W	20.00'
L3	N 00°16'49" W	20.00'
L4	N 88°55'28" E	20.00'
L5	S 00°16'49" E	20.00'

SCALE 1" = 20'

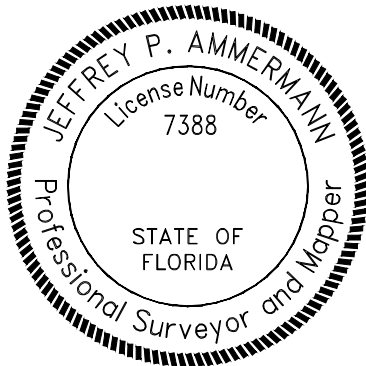
DESCRIPTION:

A parcel of land being a portion of "Parcel 6" as described in Official Records Book 12038, Pages 1250 through 1253, Public Records of Polk County, Florida, located in the Southeast 1/4 of Section 30, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southeast corner of said Southeast 1/4 of Section 30; thence North 00°16'49" West, along the East line of Southeast 1/4 of said Section 30, a distance of 20.00 feet to the POINT OF BEGINNING; thence South 88°55'28" West, 20.00 feet; thence North 00°16'49" West, 20.00 feet; thence North 88°55'28" East, 20.00 feet to said East line of the Southeast 1/4; thence South 00°16'49" East, along said East line, 20.00 feet to the POINT OF BEGINNING. Said parcel containing 399.96 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.



Digitally signed by
 Jeffrey P Ammermann
 Date: 2024.02.26
 21:04:08 -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 1	
CS PROJECT:	8825.03
10052-TCE	
SHEET NO.	V-01

PREPARED BY:	CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262
DRAWN BY:	S. CHILDS
FIELD BOOK:	— PAGE: —
DATE:	02/26/2024

10052-TCE Feb 26, 2024 9:03pm by: jammerrmann
 2:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-JPA-2024-02-26-ESM\1S.dwg

DESCRIPTION
10054-TCE

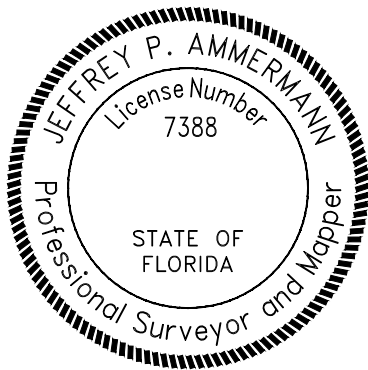
DESCRIPTION:

A parcel of land being a portion of "Parcel 5" as described in Official Records Book 12038, Pages 1250 through 1253, Public Records of Polk County, Florida, located in Section 29, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 29; thence North 00°16'49" West, along the West line of said Southwest 1/4, a distance of 20.00 feet to the POINT OF BEGINNING; thence continue North 00°16'49" West, along said West line, 20.00 feet; thence North 88°53'05" East, 384.46 feet; thence South 01°06'55" East, 15.00 feet; thence North 88°53'05" East, 1042.19 feet to a non-tangent curve to the left having a radius of 244.31 feet, a central angle of 27°53'57", a chord bearing of North 75°17'44" East, and a chord distance of 117.79 feet; thence along the arc of said curve, 118.96 feet; thence North 88°47'12" East, 619.02 feet to the intersection with the North maintained right-of-way line of Mountain Lake Cutoff Road as depicted on Map Book 5, Pages 152 through 161, Public Records of Polk County, Florida; thence along said North maintained right-of-way line the following four (4) courses; thence (1) South 87°54'00" West, 23.08 feet; thence (2) South 87°33'23" West, 100.02 feet; thence (3) South 88°24'56" West, 100.00 feet; thence (4) South 87°43'42" West, 100.01 feet; thence South 88°47'12" West, 294.74 feet to a non-tangent curve to the right having a radius of 249.31 feet, a central angle of 27°37'03", a chord bearing of South 75°26'11" West, and a chord distance of 119.01 feet; thence along the arc of said curve, 120.17 feet; thence South 88°53'05" West, 1426.91 feet to the POINT OF BEGINNING. Said parcel containing 15,815.16 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: 2024.06.20
13:01:32 -04'00'

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

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

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262	CS PROJECT: 8825.03 10054-TCE
DRAWN BY: S. CHILDS FIELD BOOK: — PAGE: — DATE: 06/19/2024	SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 10054-TCE Jun 20, 2024 12:58pm by: jammerrmann

LEGEND:

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

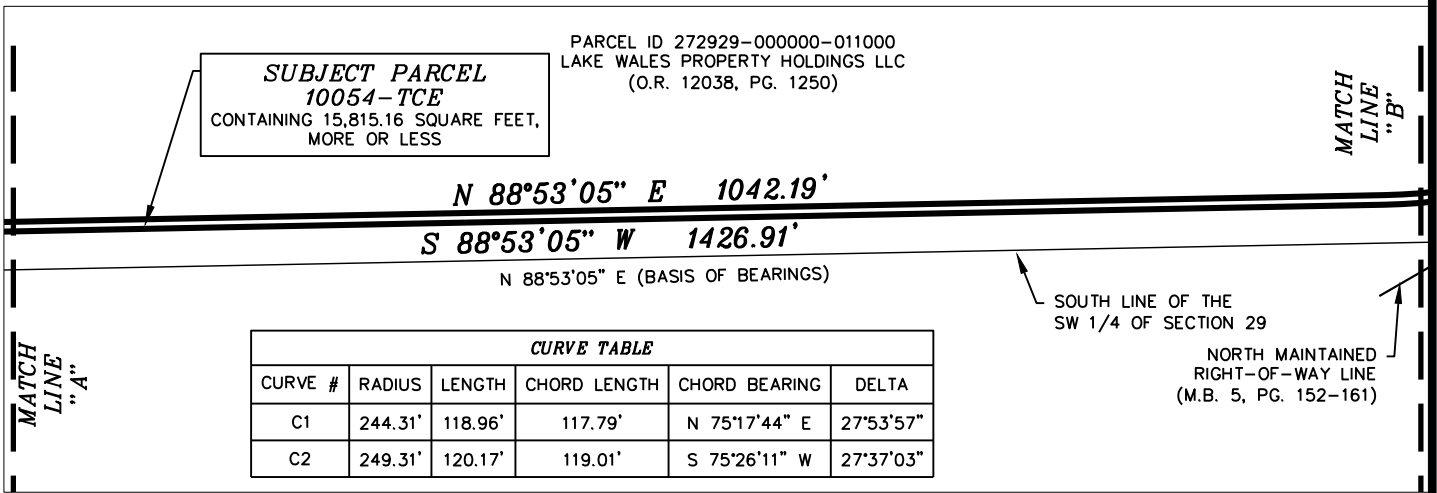
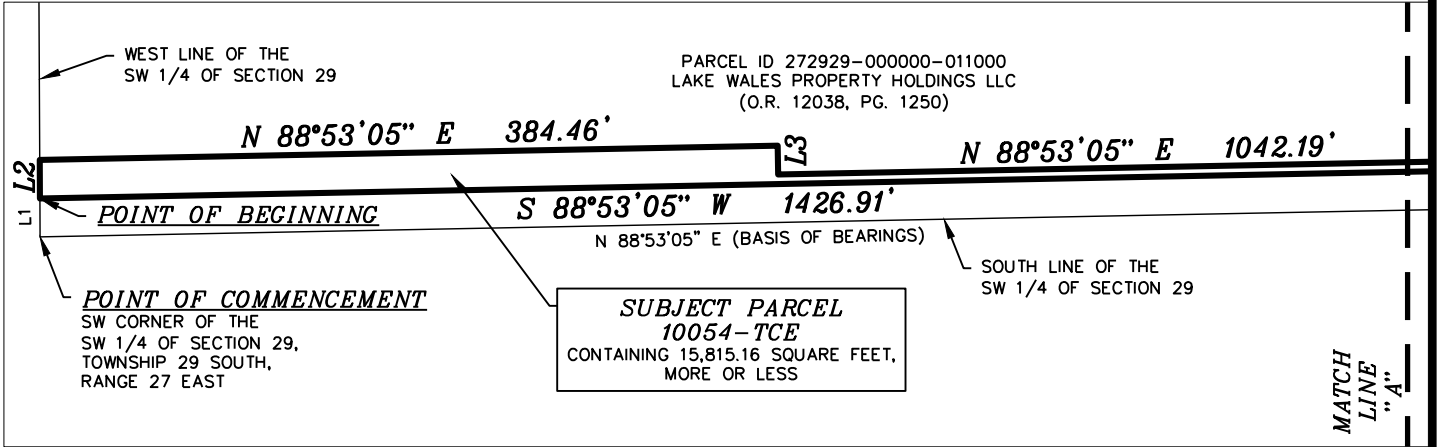
DESCRIPTION SKETCH

10054-TCE

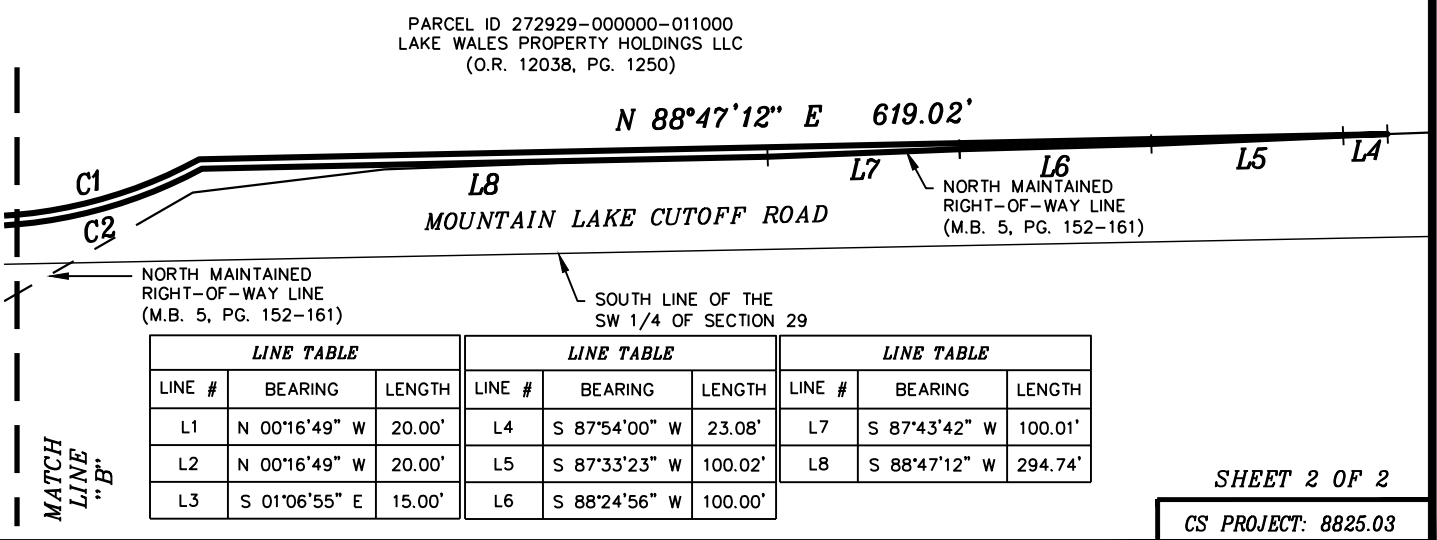
NOTES:

SCALE 1" = 100'

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South line of the Southwest 1/4 of Section 29, Township 29 South, Range 27 East, Polk County, Florida, being South 88°53'05" West.
- 3) See sheet 1 of 2 for description, certification, and surveyor's signature and seal.



CURVE TABLE					
CURVE #	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	244.31'	118.96'	117.79'	N 75°17'44" E	27°53'57"
C2	249.31'	120.17'	119.01'	S 75°26'11" W	27°37'03"



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 00°16'49" W	20.00'
L2	N 00°16'49" W	20.00'
L3	S 01°06'55" E	15.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L4	S 87°54'00" W	23.08'
L5	S 87°33'23" W	100.02'
L6	S 88°24'56" W	100.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L7	S 87°43'42" W	100.01'
L8	S 88°47'12" W	294.74'

SHEET 2 OF 2

CS PROJECT: 8825.03

10054-TCE

SHEET NO. V-02

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

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 06/19/2024

P:\882503\CAD\Survey\KEY SHEET 2\8-MTN LAKE CUTOFF RD\882503-SCC-2023-09-18-ESM\T.S.dwg 10054-TCE (2) Jun 20, 2024 12:58pm 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 M.1.

7/24/2024

SUBJECT □

Private Attorney-Client Session Concerning the Following Cases: Polk Regional Water Cooperative v. John Beck, et. al., Case No. 2023-CA-004769 (Tenth Judicial Circuit Court - Polk County, Florida); and, Rolling Meadows Ranch Groves, LLC v. Polk Regional Water Cooperative, Case No. 6D23-4325 (Florida 6th District Court of Appeal).

The Cooperatives attorney has requested that the Board hold a private attorney-client session at the end of the Southeast Wellfield Project Board of Directors meeting scheduled for July 24, 2024 at 2:00 P.M. The Board will convene the Regular meeting at 2:00 P.M. and, at the conclusion of the Southeast Board of Directors meeting, recess to the private session. At the conclusion of the private session the Chairman will re-open the Southeast Board of Directors meeting, announce termination of the private session, and adjourn the Southeast Board of Directors meeting and the Regular Meeting.

When recessing the Southeast Board of Directors meeting to the private session the Chairman will announce the following:

The Board is commencing a private attorney-client session, as authorized by Section 286.011(8), Florida Statutes to discuss pending litigation and to seek advice from the Board. The estimated length of the session is one hour. The names of the persons attending the session are members of the Southeast Wellfield Project Board of Directors (or alternates) including Chairman Nathaniel Birdsong (Winter Haven), Vice-Chairman Keith Cowie (Auburndale) Trish Pfeiffer (Bartow), Brynn Summerlin (Davenport), Bert Goddard (Dundee), Randy Billings (Eagle Lake), Morris West (Haines City), Mac Fuller (Lake Alfred), Mike Kehoe (Lake Hamilton), Bill Mutz (Lakeland), George Lindsey (Polk County), as well as Executive Director Eric DeHaven, General Counsel Ed de la Parte, Attorney Nick Porter, Attorney Deborah Ruster, and Attorney Shelton Rice.