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February 19, 2025  
POLK REGIONAL WATER COOPERATIVE  
Lake Myrtle Sports Complex

- 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**
- F. Commence Southeast Wellfield BOD**
  - F.1. Adopt Resolution 2025-02 Superseding and Replacing Resolution 2023-12 Parcel Resolution of Necessity to Acquire Certain Specified Parcels to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)
  - F.2. Approve the Facility Encroachment Agreement with CSX Transportation, Inc. for the Southeast Transmission Line Project (Action)
  - F.3. Approve Three Encroachment Agreements with Florida Gas Transmission Company, LLC for the Southeast Transmission Line Project (Action)
- G. Open Discussion**
- H. Chair / Executive Director Report**
- I. 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.

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Agenda Item F.1.

2/19/2025

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**SUBJECT**

Adopt Resolution 2025-02 Superseding and Replacing Resolution 2023-12 Parcel Resolution of Necessity to Acquire Certain Specified Parcels to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)

**DESCRIPTION**

Pursuant to Cooperative Resolution 2023-06, as amended by Resolution 2024-34, 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 2025-02 supersedes and replaces Resolution 2023-12 and 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," "D" and "E." 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," "D" and "E" by negotiation, contract or legal proceedings, including eminent domain proceedings pursuant to Chapters 73 and 74, Florida Statutes.

**RECOMMENDATION**

Adopt Resolution 2025-02 Superseding and Replacing Resolution 2023-12 Parcel Resolution of Necessity to Acquire Certain Specified Parcels to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects.

**FISCAL IMPACT**

No fiscal impact.

**CONTACT INFORMATION**

Ed de la Parte

**POLK REGIONAL WATER COOPERATIVE**

**Resolution 2025-02**

**SUPERSEDING AND REPLACING PARCEL RESOLUTION OF NECESSITY 2023-12 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 is 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 Alternative Water Supply (“AWS”) projects to meet the future potable water needs of the citizens of Polk County; and

**WHEREAS**, the Interlocal Agreement was approved by a Final Order of the Secretary of the Florida Department of Environmental on September 26, 2023, pursuant to Section 373.713(1), Florida Statutes; and

**WHEREAS**, in April 2021, the Cooperative and 15 of its member governments entered into the Implementation Agreement for the Southeast Wellfield, as amended, 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 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, as modified by Cooperative Resolution 2024-34, 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, as modified by Cooperative Resolution 2024-34, the Cooperative Board approved the construction of the SELFA WPF raw water transmission line as depicted in said resolution and the SETM finished water pipeline as depicted in said resolution as necessary, practical and in the best interest of the Cooperative and its member governments and that the acquisition of such property and property rights are needed for such construction is necessary for the performance of its duties and for the construction, reconstruction and maintenance of said facilities for the use of the general public; and that the Cooperative is authorized to make such acquisition by gift, purchase or condemnation; and

**WHEREAS**, as part of the SETM route selection process the Cooperative considered two route alignments consisting of a 40-foot wide permanent easement and a 10-foot wide temporary construction easement for the proposed 42-inch finished water pipeline at the end of Roy Keene Road; and

**WHEREAS**, one route alignment would place the proposed 42-inch finished water pipeline on approximately 2600 linear feet of property owned by the Greater Tampa Bay Council of the Boy Scouts of America (“Boy Scout Alignment”) and the other route alignment would place the proposed 42-inch finished water pipeline on 2,600 feet of property owned by Rolling Meadow Ranch Groves, LLC (“Rolling Meadow Alignment”) directly south of the Boy Scout Alignment, as shown in **Exhibit “A;”** and

**WHEREAS**, the Engineer of Record and the SEWF Project Manager recommended that the Rolling Meadow Alignment be selected as the approved alignment for the proposed 42-inch finished water pipeline because there is an active conservation bank (Ancient Islands Conservation Bank) approved by the United States Fish and Wildlife Service for endangered and/or threatened species on the Boy Scout Property and the Boy Scout Property is encumbered by a conservation easement; and

**WHEREAS**, selecting the Rolling Meadow Alignment would avoid environmental impacts to habitat for Scrub Jay, Sand Skink and Blue-Tailed Mole Skinks on the conservation bank, prevent project schedule delays and resolve uncertainty as to the permitting outcome of attempting to place a water pipeline through a conservation easement and conservation bank; and

**WHEREAS**, the SETM alignment approved by Cooperative Resolution 2023-06 includes the Rolling Meadow Alignment; and

**WHEREAS**, following the approval of Cooperative Resolution 2023-06, the Cooperative Board of Directors approved Parcel Resolution of Necessity 2023-12 on April 26, 2023 to acquire Parcels (6014-PE), (6014-TCE), (6015-PE) and (6015-TCE) comprising the Rolling Meadow Alignment and initiated eminent domain proceedings on May 25, 2023 to acquire these parcels; and

**WHEREAS**, after a lengthy legal proceeding, on January 27, 2025, the Court entered an Order Granting Respondent Rolling Meadow Ranch Groves, LLC's Preliminary Motion to Deny Order of Taking on the grounds that Cooperative Resolution 2023-06 was approved before the Secretary of the Department of Environmental Protection approved the Interlocal Agreement on September 26, 2023, which has necessitated revisiting this matter; and

**WHEREAS**, during the eminent domain proceeding, the owners of the Rolling Meadow Property have expressed concern over the selection of the Rolling Meadow Alignment over the Boy Scout Alignment generally on the grounds that the most reasonable and practical route for the SETM would be to place the 42-inch finished water pipeline on an active conservation bank encumbered by a conservation easement rather than placing the pipeline through an orange grove; and

**WHEREAS**, in order to address these concerns Team One was tasked with preparing an Addendum to the Conceptual Route Analysis Technical Memorandum, Final, Revised March 2020 re-analyzing the Boy Scout and the Rolling Meadow Alignments using the same factors listed in the original Technical Memorandum, but with consideration of new or supplemental information that was not available when the original analysis was performed; and

**WHEREAS**, the two routes were re-evaluated based on the following factors:

- A. **Pipeline Length:** Duration of construction; number of pipe joints; number of appurtenances; and duration of public inconvenience.
- B. **Public Inconvenience:** Community relations; business operations; tranquility of life; traffic; school and public bus routes; and pedestrian and bike traffic.
- C. **Safety:** Accessibility for emergency vehicles; availability of detour routes; coordination between traffic agencies; hazard proximity to active traffic lanes; hazard proximity to residences, businesses and recreational areas; hazard proximity next to overhead and underground power lines or petrochemical pipelines; traffic proximity to construction workers; and sufficient staging areas.
- D. **Trenchless:** Duration of construction; permitting; and sufficient staging or shaft room.
- E. **Geotechnical:** Dewatering; construction duration; corrosion potential; poor soil; and construction contingency cost.
- F. **Operation and Maintenance Accessibility:** Future O&M convenience and efficiency; future public inconvenience for maintenance activities; critical access corridors; improved constructability; design and

bidding schedules to obtain easements; and, uncertainty of courts and legal system for easements.

G. **Long Range Planning:** Consistency with future projects; future utilities and transportation; and, future road and intersection enhancements.

H. **Environmental:** Hazardous materials and contaminated soils; wetlands and ecosystem impacts; and dewatering activities.

I. **Archaeological and Historic Sites:** Impact to construction schedule.

J. **Costs:** Pipeline costs; easement acquisition and mitigation costs; and other miscellaneous costs.

**WHEREAS**, based on these factors and upon consideration of all reasonably available information, Team One scored the two alignments as follows:

A. **Pipeline Length:** This factor was scored as neutral. The factors are similar for both alignments.

B. **Public Inconvenience:** This factor favors selection of the Rolling Meadow Alignment. Impact to the Boy Scout Property and the conservation bank may draw public opposition from scouting supporters and environmental advocates, delaying easements or permitting. During construction, the temporary and permanent easement will impact citrus operations on the Rolling Meadow Property and mitigation activities on the Boy Scout Property. However, citrus business impacts may be mitigated by requiring the contractor to clean its equipment to prevent spread of disease to adjacent citrus property. The remaining factors are similar for both alignments.

C. **Safety:** This factor favors the selection of the Rolling Meadow Alignment. The Boy Scout Alignment is adjacent to the Flaming Arrow Boy Scout Camp and has hazard potential for scouting activities. Also, the Boy Scout Alignment has overhead active power lines parallel to the proposed pipe for a portion of the alignment, whereas the Rolling Meadow Alignment does not. The remaining factors are similar for both alignments.

D. **Trenchless:** This factor was scored as neutral. The factors are similar for both alignments.

E. **Geotechnical:** This factor was scored as neutral. The factors are similar for both alignments.

F. **Operation and Maintenance Accessibility:** This factor favors the selection of the Rolling Meadow Alignment. With regards to future O&M convenience and efficiency, the conservation bank manager, Wildlands Conservation, Inc. has advised the Cooperative that its permanent easement would be subordinated to the conservation easement, which will conflict with the Cooperative's future maintenance and operation of the water pipeline. With regards to design bidding schedules to obtain easements, the Boy Scout alignment presents greater uncertainty in terms of timely obtaining a permit for the pipeline as confirmed by correspondence from Wildlands Conservation, Inc. and a representative of the United States Fish and Wildlife Service, while the Rolling Meadow Property is unencumbered by a conservation easement or conservation mitigation bank. As to uncertainty of courts and legal systems for easements, the Boy Scout Property is encumbered by a conservation easement and there is a potential for additional litigants such as Wildlands Conservation, Inc., outside environmental advocacy groups and the United States Fish and Wildlife Service. The remaining factors are similar for both alignments.

G. **Long Range Planning:** This factor favors the selection of the Rolling Meadow Alignment. The Boy Scout Property has the potential for extended permitting or the possibility that a permit or a modification of the conservation easement for the conservation bank could not be obtained. This would delay the implementation of the SEWF Project, which is required under Section 373.0465, Florida Statutes and Rule 62-41, Florida Administrative Code to meet the water supply needs for the Cooperative's members in excess of their Demonstrated 2025 water demands. This will either leave the Cooperative's members with insufficient water to meet the public's potable water supply needs. The remaining factors are similar for both alignments.

H. **Environmental:** This factor favors the selection of the Rolling Meadow Alignment. There would be significantly more environmental impacts along the Boy Scout Alignment as it will impact a conservation bank established to preserve a scrub habitat for Sand Skink and Blue-tailed Mole Skinks. While these species occur on both alignments, skink occurrence within the Boy Scout Property has long-term population viability and sustainability, due to the presence of rare Lake Wales scrub habitat, a perpetual conservation easement, and a land management plan. Conversely, the Rolling Meadow Property is used for citrus production, which is not consistent with skink survival. The conflict between skink survival and citrus operations is recognized by the United States Fish and Wildlife Service, which does not require species-specific surveys for infrastructure projects impacting active citrus groves. The only skinks

present on the Rolling Meadow Property are located in the narrow habitat ecotone between the citrus operations and the adjoining conservation bank. Additionally, damage to thousands of acres of wetlands and dozens of lakes has resulted from over-pumping of the Upper Floridan Aquifer as documented in Section 373.0465, Florida Statutes and Rule 62-41, Florida Administrative Code and any delay in this project will allow those impacts to continue or worsen as the water from the SEWF Project is intended to replace withdrawals from the Upper Floridan Aquifer. The remaining factors are similar for both alignments.

I. **Archaeological and Historic Sites:** This factor is neutral. The factors are similar for both alignments.

J. **Costs:** The impact of this factor is uncertain. The pipeline cost and the easement and environmental mitigation costs are similar for both alignments. However, the impact of this factor is uncertain because recent correspondence indicates the conservation bank manager Wildlands Conservation, Inc. would request the following compensation should Cooperative select the Boy Scout Alignment: (a) project coordination and planning; (b) evaluation and assessment of potential short-and long-term impacts of additional encumbrances to sand skink and blue-tailed mole skink populations, their habitat, and management practices and costs; (c) development of mitigation strategies to offset any potential, incidental, or accidental impact to the skink resources; (d) increased land management cost associated with the disturbance within the pipeline easement; and (e) additional compensation to demonstrate a net positive benefit from this project and further Wildland's mission as an environmental and non-profit organization. Wildlands Conservation, Inc. did not offer an estimate of these additional costs and Team One is unable to quantify these costs without further information from Wildlands Conservation, Inc.

**WHEREAS**, upon consideration of the factors listed above and new information that has come to light since the original 2020 report, the Engineer of Record and the SEWF Project Manager continue to recommend the Rolling Meadow Alignment as the preferred route for the SETM; and

**WHEREAS**, the Cooperative has been granted the power of eminent domain pursuant to the Interlocal Agreement and Section 163.01(7)(f) and 373.713(2)(e), 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 "B"**, the nature, terms and duration of the nonexclusive permanent easement as set forth in **Exhibit "C"**; 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 "D"**, the nature, term and duration of the nonexclusive temporary construction easement as set forth in **Exhibit "E"**; 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. The selection of the Rolling Meadow Alignment as the preferred alignment as originally set forth in Cooperative Resolution 2023-06, as amended by Cooperative Resolution 2024-34 is hereby ratified and reconfirmed.

Section 3. That Cooperative Resolution 2023-12 is superseded and replaced in its entirety by this Cooperative Resolution 2025-02.

Section 4. That after consideration of the factors described in the foregoing recitals, the description of the property and interests described as Parcels ((6014-PE), (6014-TCE), (6015-PE) and (6015-TCE) in **Exhibits “B,” “C,” “D,” and “E”** 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 5. 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 “B,” “C,” “D” and “E.”**

Section 6. 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 7. That this Resolution shall take effect immediately upon its adoption.

Section 8. 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 19<sup>th</sup> day of February, 2025

Southeast Wellfield Project Board of the Polk Regional Water Cooperative:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary/Treasurer

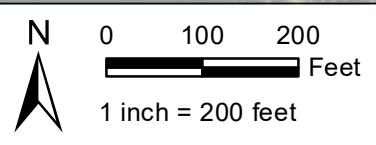
Approved as to Form:

\_\_\_\_\_  
Edward P. de la Parte  
Legal Counsel

## **EXHIBIT A**

### **Aerials of the Rolling Meadows and Boy Scout Alignments**

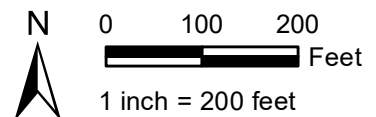
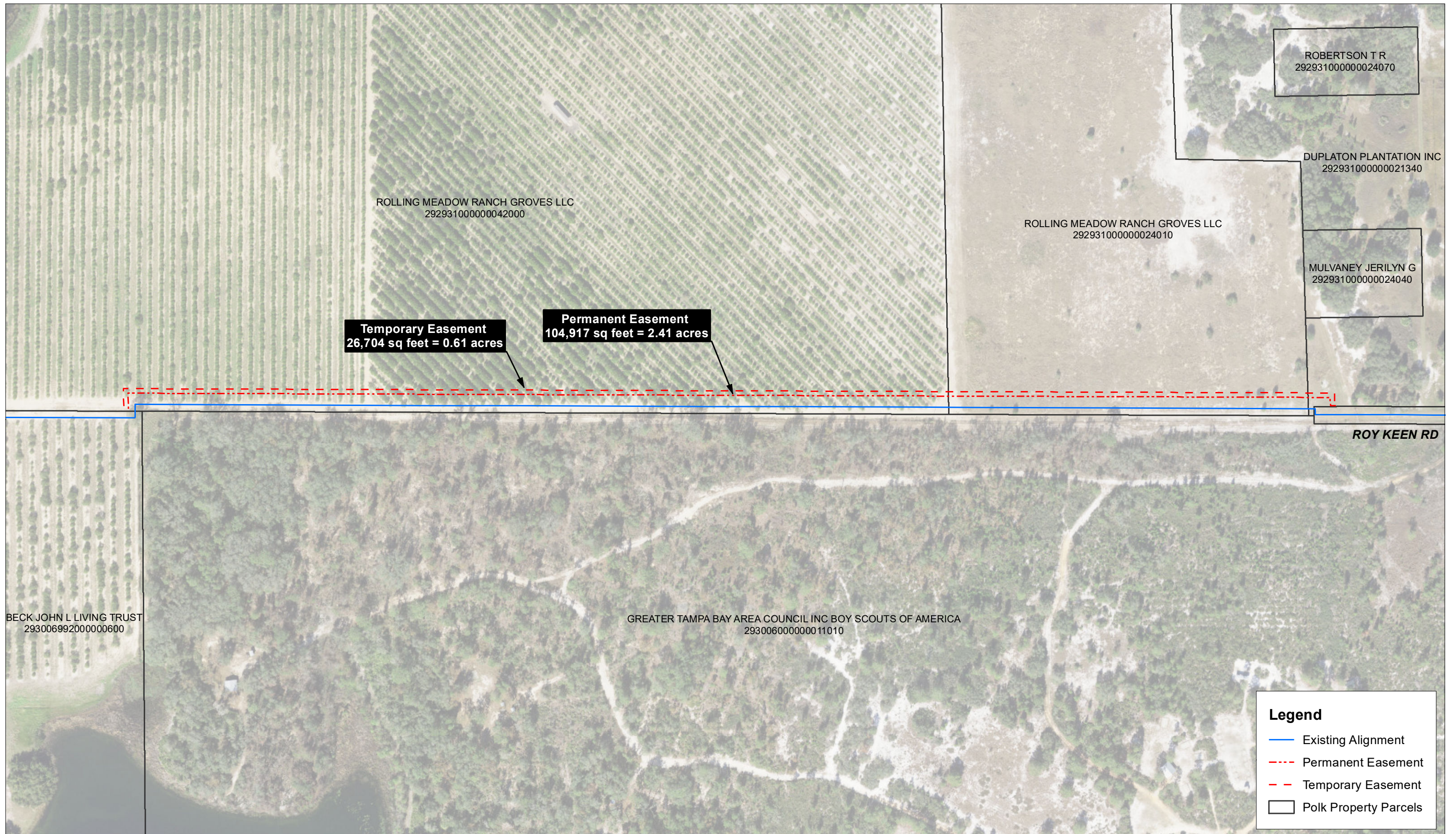
[See Attached 3 Pages]



NOTE:  
 This is not a survey.  
 To be used from planning purposes only.

**POLK REGIONAL WATER COOPERATIVE  
 SOUTHEAST WATER TRANSMISSION MAIN  
 LAKE PARK/ ROY KEEN ROAD**

**FIGURE 1:  
 LAKE PARK EXISTING AND ALTERNATIVE  
 ALIGNMENTS**



NOTE:  
This is not a survey.  
To be used from planning purposes only.

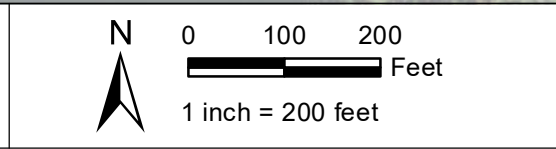
**POLK REGIONAL WATER COOPERATIVE  
SOUTHEAST WATER TRANSMISSION MAIN  
LAKE PARK/ ROY KEEN ROAD**

**FIGURE 2:  
LAKE PARK EXISTING ALIGNMENT**



**Legend**

- Existing Alignment
- - - Alternative Pipe Alignment (2,680 feet)
- - - Permanent Easement
- . - . Temporary Easement
- Polk Property Parcels



NOTE:  
This is not a survey.  
To be used from planning purposes only.

**POLK REGIONAL WATER COOPERATIVE  
SOUTHEAST WATER TRANSMISSION MAIN  
LAKE PARK/ ROY KEEN ROAD**

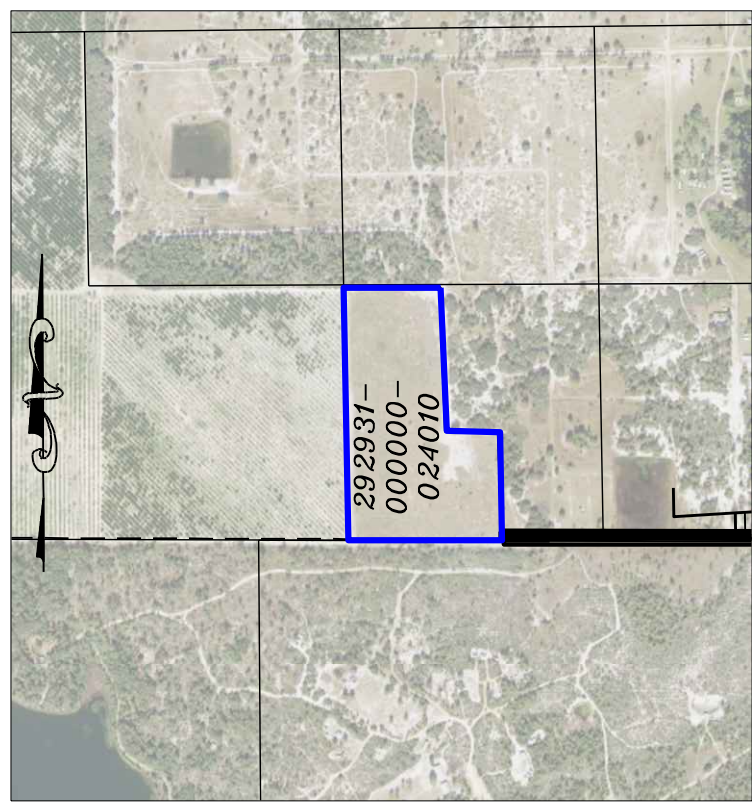
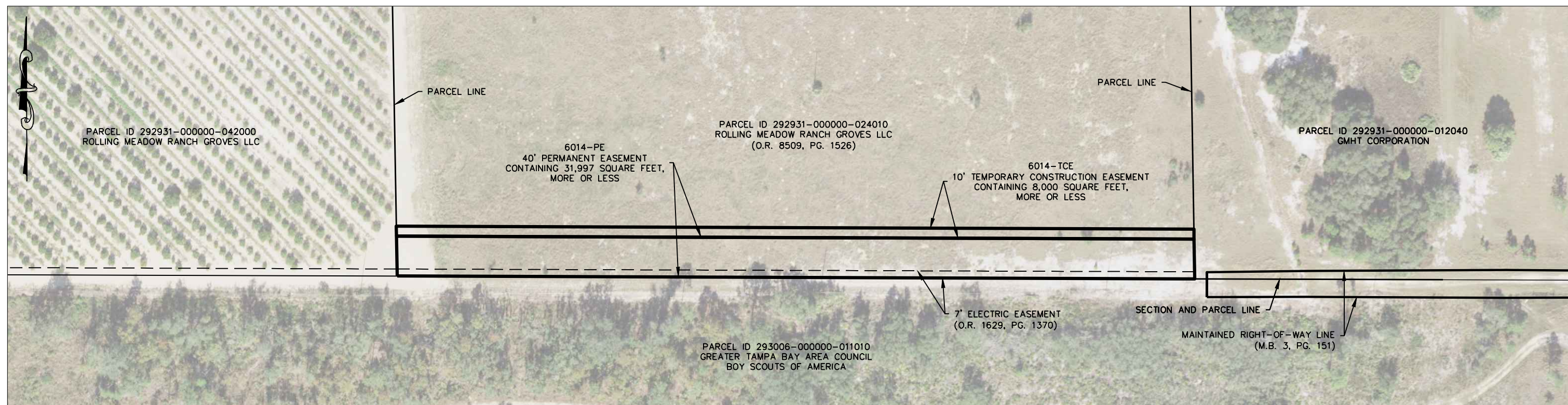
**FIGURE 3:  
LAKE PARK ALTERNATIVE ALIGNMENT**

## **EXHIBIT B**

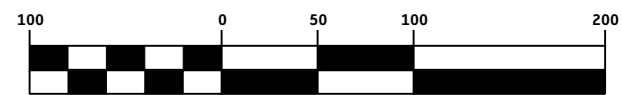
### **Nonexclusive Permanent Easement Legal Descriptions**

[See Attached 4 Pages]

EXHIBIT



GRAPHIC SCALE



( IN FEET )  
1 inch = 100 feet

P:\882503\CAD\Survey\KEY SHEET 1\20- LAKE PARK ROAD\882503-SCC-2023-03-22-EASEMENTS.dwg PARCEL 6014 EX Apr 12, 2023 3:42pm by schlds

NUMBER	DATE	DESCRIPTION

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

© 2023 CHASTAIN SKILLMAN C.A. NO. 262



PRWC

ROLLING MEADOWS RANCH GROVES EXHIBIT

FIELD BY:

DATE OF SURVEY:  
04/12/2023

FIELD BOOK & PAGE:  
000  
000  
000

PROJECT NUMBER:  
8825.03-6014

SHEET NUMBER:  
V-01



*EXHIBIT "A"*  
*DESCRIPTION AND SKETCH*  
*PARCEL 6014-PE*

**LEGEND:**

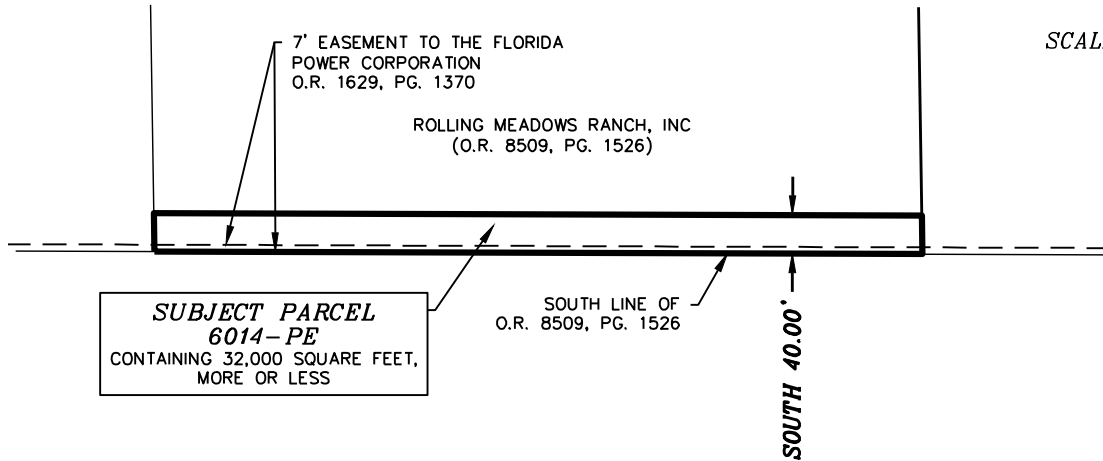
PG. = PAGE  
 O.R. = OFFICIAL RECORDS BOOK  
 PE = PERMANENT EASEMENT  
 TCE = TEMPORARY CONSTRUCTION EASEMENT

**NOTES:**

1) This is not a Boundary survey.



SCALE 1" = 200'



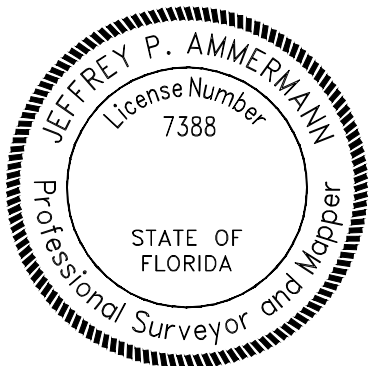
**DESCRIPTION:**

A portion of a parcel described in Official Records Book 8509, Page 1526, in the Southeast 1/4 of Section 31, Township 29 south, Range 29 East, Public Records of Polk County, Florida, being more particularly described as follows:

The South 40.00 feet of said parcel described in Official Records Book 8509, Page 1526, Public Records of Polk County, Florida. Said parcel containing 32,000 square feet more or less.

**CERTIFICATION:**

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



**Jeffrey P  
 Ammermann**

Digitally signed by  
 Jeffrey P Ammermann  
 Date: 2023.04.12  
 17:54:12 -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**

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

**PARCEL: 6014-PE**

**DRAWN BY: S. CHILDS**

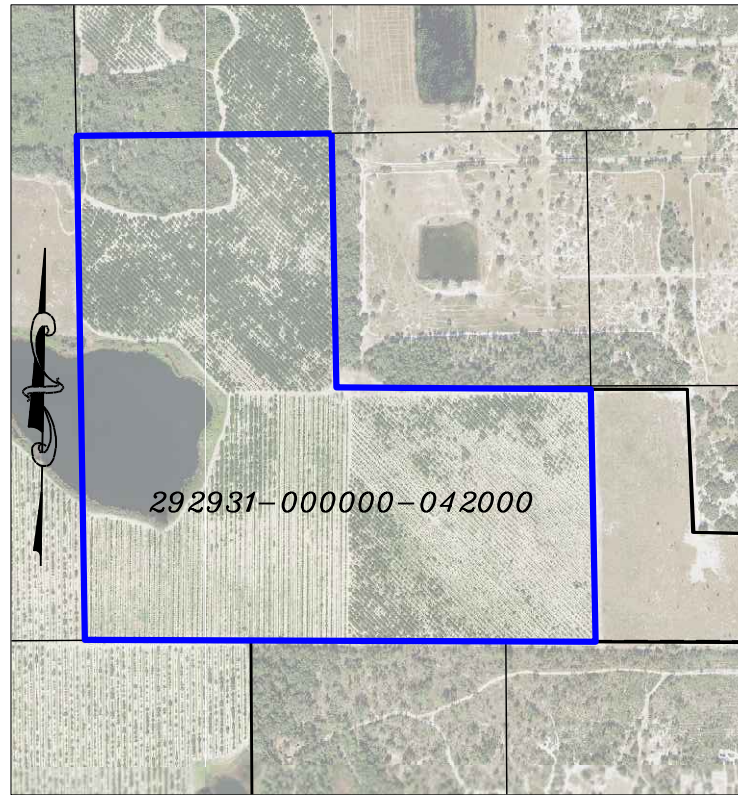
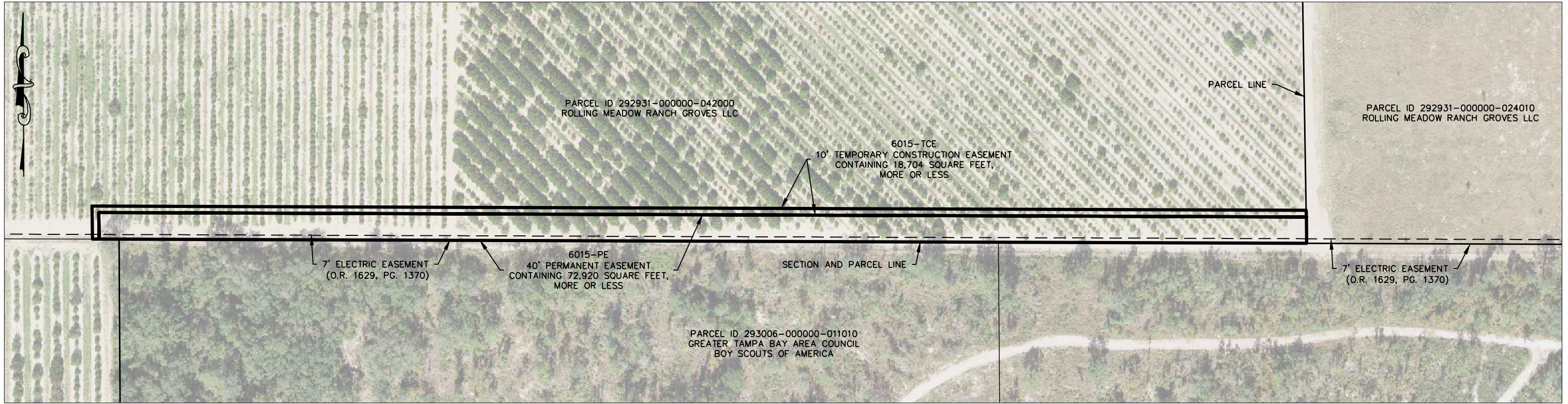
**FIELD BOOK: — PAGE: —**

**DATE: 04/12/2023**

**SHEET NO. V-01**

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EXHIBIT



GRAPHIC SCALE



( IN FEET )  
1 inch = 100 feet

FIELD BY:	PROJECT NUMBER:
DATE OF SURVEY: 04/12/2023	8825.03-6015
FIELD BOOK & PAGE: 000 000 000	SHEET NUMBER: V-01

NUMBER	DATE	DESCRIPTION

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



PRWC  
ROLLING MEADOWS RANCH GROVES EXHIBIT

*EXHIBIT "A"*  
*DESCRIPTION AND SKETCH*  
*PARCEL 6015-PE*

**NOTES:**

1) This is not a Boundary survey.

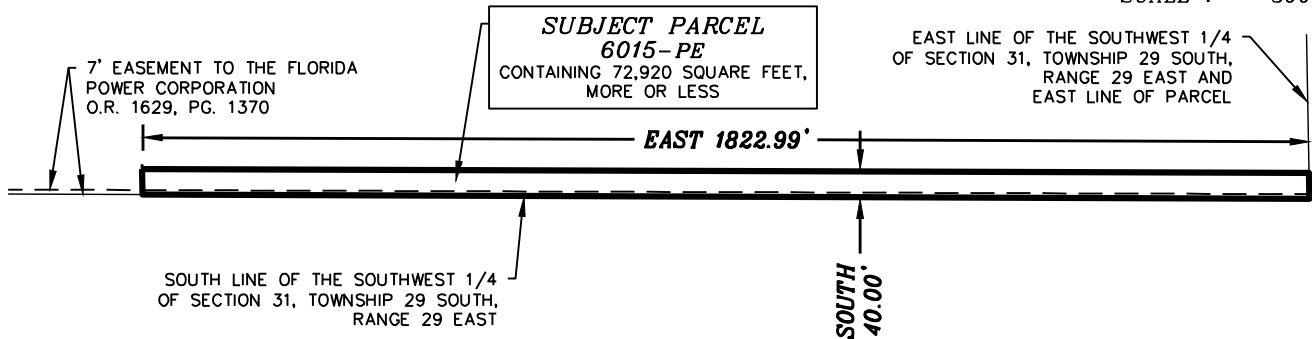
**LEGEND:**

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

ROLLING MEADOWS RANCH, INC  
(O.R. 8509, PG. 1526)



SCALE 1" = 300'



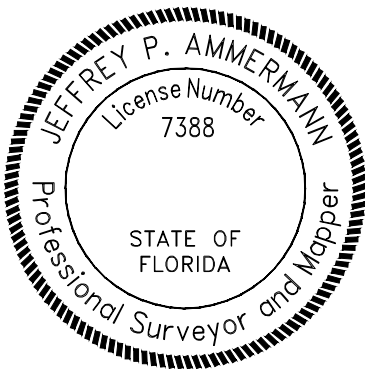
**DESCRIPTION:**

A portion of a parcel described in Official Records Book 8509, Page 1526, in the Southwest 1/4 of Section 31, Township 29 south, Range 29 East, of the Public Records of Polk County, Florida, being more particularly described as follows:

The East 1822.99 feet of the South 40.00 feet of the Southwest 1/4 of Section 31, Township 29 South, Range 29 East, Polk County, Florida.

**CERTIFICATION:**

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



**Jeffrey P  
Ammermann**

Digitally signed by  
Jeffrey P Ammermann  
Date: 2023.04.12  
17:31:16 -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

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

PARCEL: 6015-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 04/12/2023

SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 1\20- LAKE PARK ROAD\882503-SCC-2023-03-22-EASEMENTS.dwg 6015-PERIM Apr 12, 2023 5:15pm by: schilds

## **EXHIBIT C**

### **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.

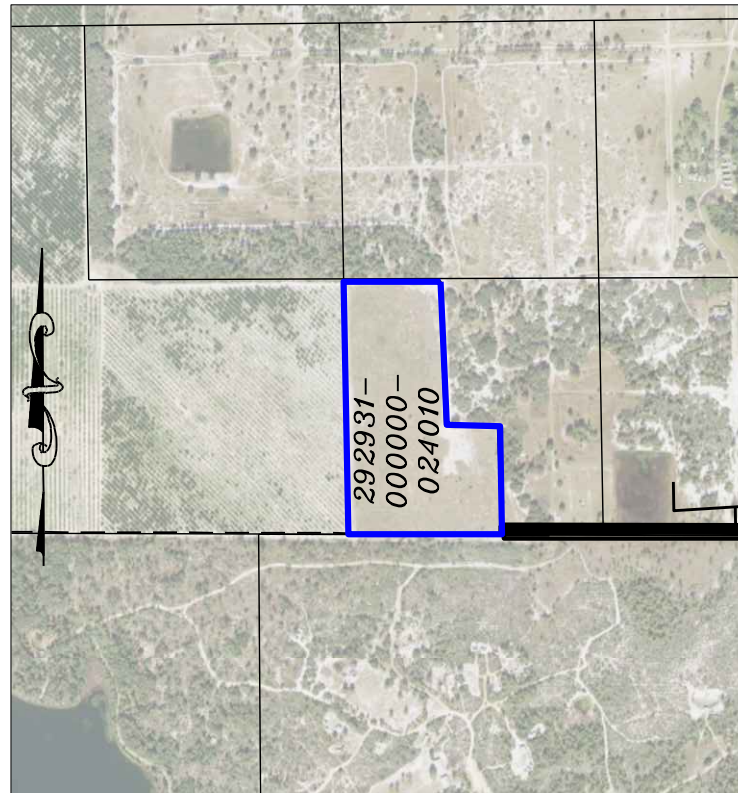
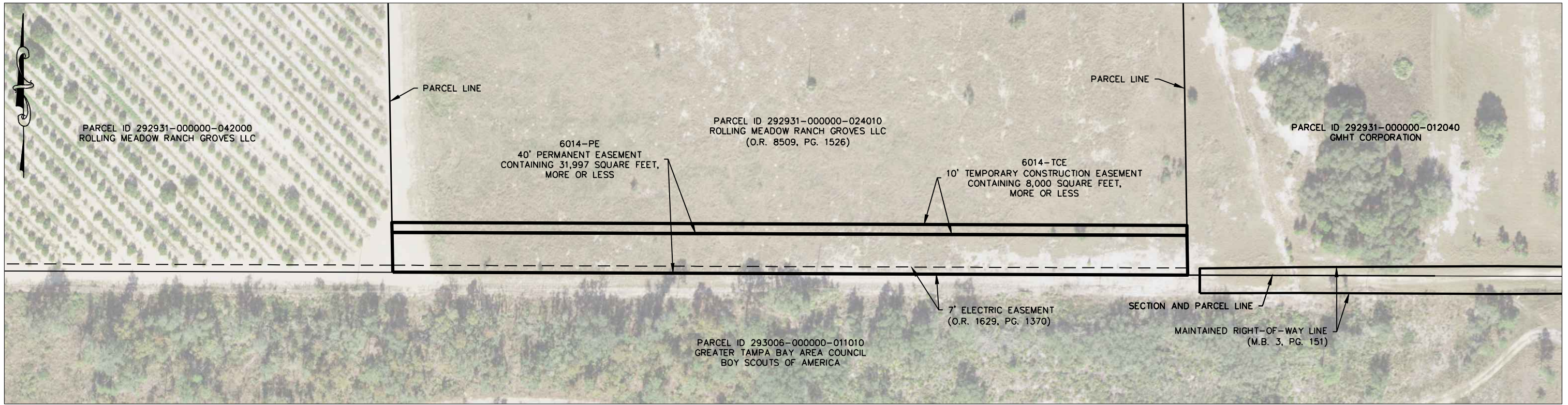
5. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good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

## **EXHIBIT D**

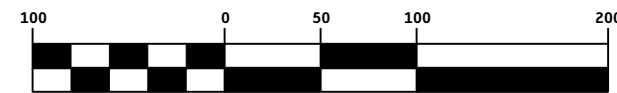
### **Nonexclusive Temporary Construction Easement Legal Descriptions**

[See Attached 4 Pages]

EXHIBIT



GRAPHIC SCALE



( IN FEET )  
1 inch = 100 feet

FIELD BY:	PROJECT NUMBER:
DATE OF SURVEY: 04/12/2023	8825.03-6014
FIELD BOOK & PAGE: 000 000 000	SHEET NUMBER: V-01

PRWC

ROLLING MEADOWS RANCH GROVES EXHIBIT



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

© 2023 CHASTAIN SKILLMAN C.A. NO. 262

NUMBER	DATE	DESCRIPTION

P:\882503\CAD\Survey\KEY SHEET 1\20- LAKE PARK ROAD\882503-SCC-2023-03-22-EASEMENTS.dwg PARCEL 6014 EX Apr 12, 2023 3:42pm by schlds



*EXHIBIT "A"*  
*DESCRIPTION AND SKETCH*  
*PARCEL 6014-TCE*

**LEGEND:**

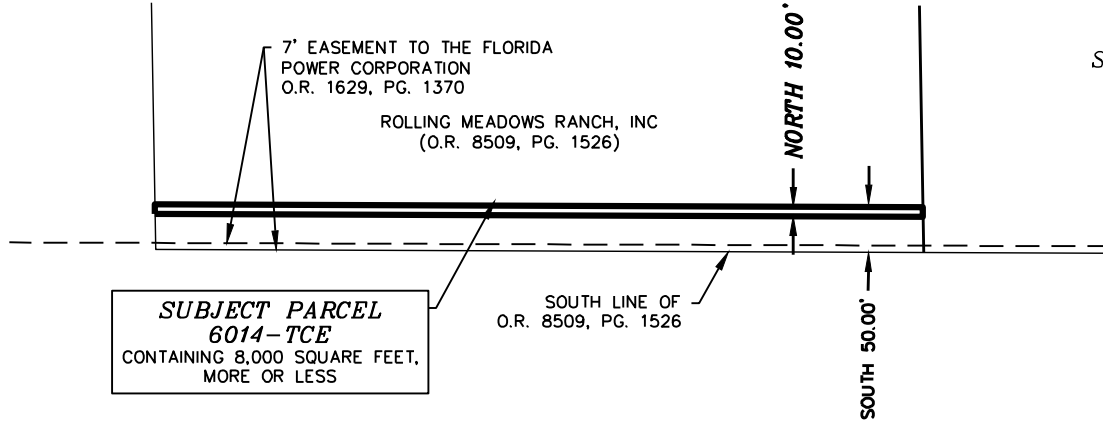
PG. = PAGE  
O.R. = OFFICIAL RECORDS BOOK  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT

**NOTES:**

1) This is not a Boundary survey.



SCALE 1" = 200'



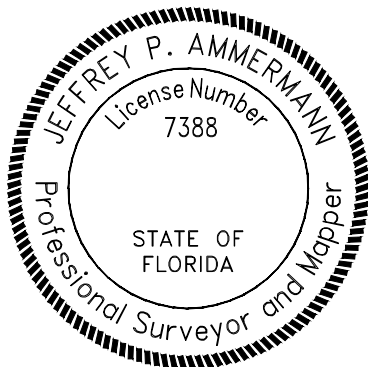
**DESCRIPTION:**

A portion of a parcel described in Official Records Book 8509, Page 1526, in the Southeast 1/4 of Section 31, Township 29 South, Range 29 East, Public Records of Polk County, Florida, being more particularly described as follows:

The North 10.00 feet of the South 50.00 feet of said parcel described in Official Records Book 8509, Page 1526, Public Records of Polk County, Florida. Said parcel containing 8,000 square feet, more or less.

**CERTIFICATION:**

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



Jeffrey P  
Ammermann

Digitally signed by  
Jeffrey P Ammermann  
Date: 2023.04.12  
17:36:12 -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

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

PARCEL: 6014-TCE

DRAWN BY: S. CHILDS

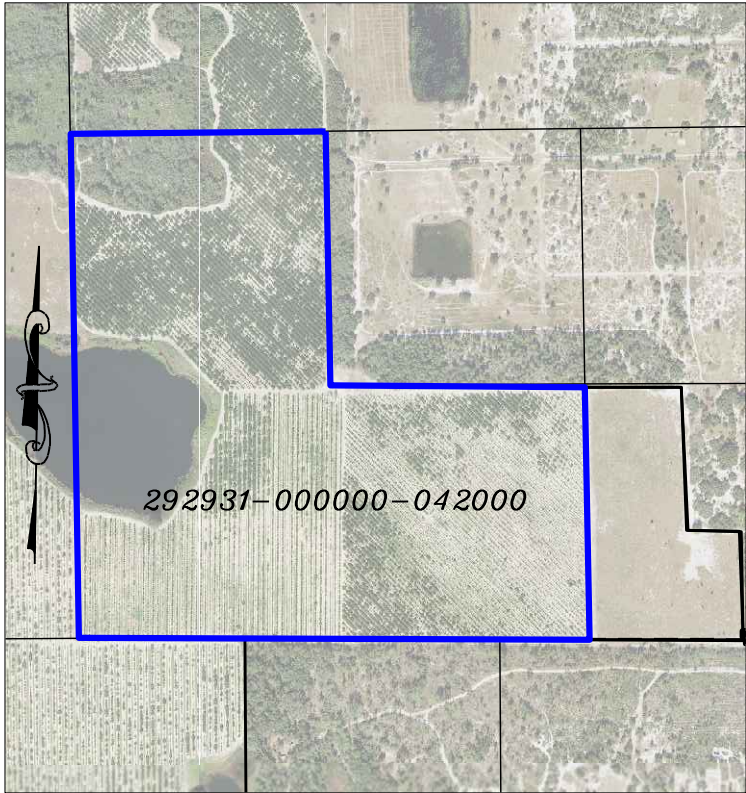
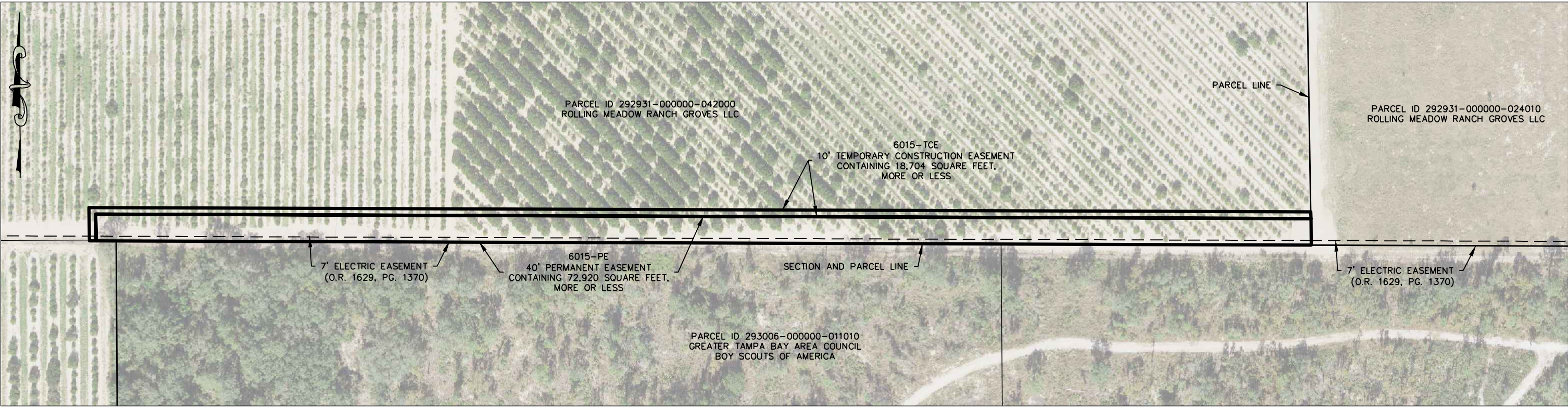
FIELD BOOK: — PAGE: —

DATE: 04/12/2023

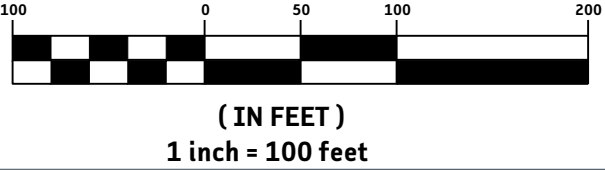
SHEET NO. V-01

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EXHIBIT



GRAPHIC SCALE



NUMBER	DATE	DESCRIPTION

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



PRWC  
 ROLLING MEADOWS RANCH GROVES EXHIBIT

FIELD BY:	PROJECT NUMBER:
DATE OF SURVEY: 04/12/2023	8825.03-6015
FIELD BOOK & PAGE: 000 000 000	SHEET NUMBER: V-01

P:\882503\CAD\Survey\KEY SHEET 1\20- LAKE PARK ROAD\882503-SCC-2023-03-22-EASEMENTS.dwg PARCEL 6015 EX Apr 12, 2023 3:45pm by: schlds

*EXHIBIT "A"*  
*DESCRIPTION AND SKETCH*  
*PARCEL 6015-TCE*

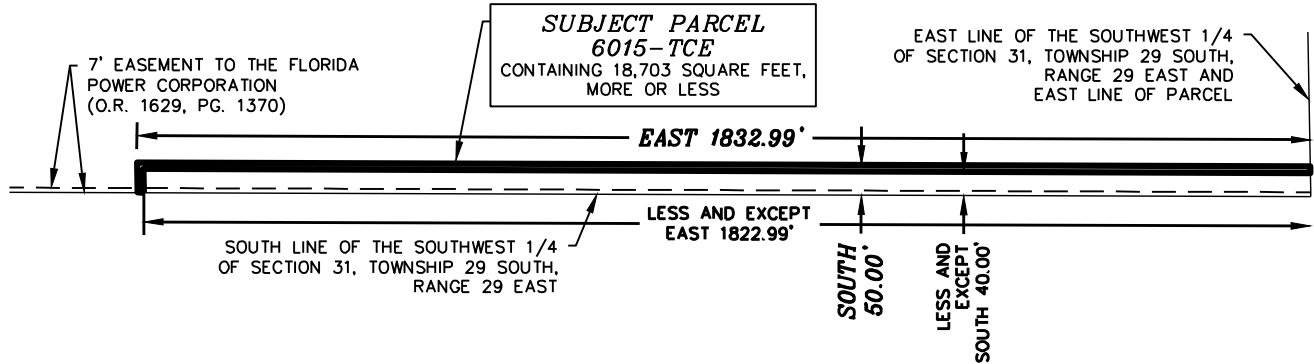
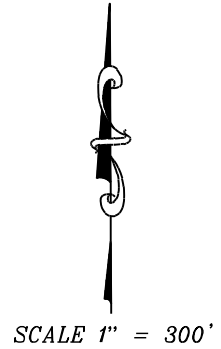
**NOTES:**

1) This is not a Boundary survey.

**LEGEND:**

O.R. = PLAT BOOK  
 PG. = PAGE  
 PE = PERMANENT EASEMENT  
 TCE = TEMPORARY CONSTRUCTION EASEMENT

ROLLING MEADOWS RANCH, INC  
 (O.R. 8509, PG. 1526)



**DESCRIPTION:**

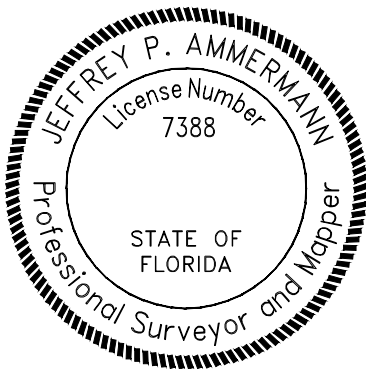
A portion of a parcel described in Official Records Book 8509, Page 1526, in the Southwest 1/4 of Section 31, Township 29 South, Range 29 East, Public Records of Polk County, Florida, being more particularly described as follows:

The East 1832.99 feet of the South 50.00 feet of the said Southwest 1/4 of Section 31, Township 29 South, Range 29 East, Polk County, Florida.

LESS AND EXCEPT the East 1822.99 feet of the South 40.00 feet of the Southwest 1/4 of said Section 31. Said parcel containing 18,703 square feet more or less.

**CERTIFICATION:**

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



Jeffrey P  
 Ammermann

Digitally signed by  
 Jeffrey P Ammermann  
 Date: 2023.04.12  
 16:59:14 -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

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

PARCEL: 6015-TCE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 04/12/2023

SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 1\20- LAKE PARK ROAD\882503-SCC-2023-03-22-EASEMENTS.dwg 6015-TCE Apr 12, 2023 3:44pm by: schlds

## **EXHIBIT D**

### **Nonexclusive Temporary Construction Easement**

[See Attached 1 Page]

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

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

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

1. The Easement interests and rights acquired by PRWC are the right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.
2. After construction is complete, the lands of the Owner shall be restored to the same, or as good as, condition as existed before construction began.
3. Within a reasonable time after construction is complete, paving, grassed areas and other improvements will be replaced by PRWC.
4. The rights granted herein shall expire upon completion of construction within this Easement or sixty (60) months from the date the Easement is established, whichever occurs sooner.

---

Agenda Item F.2.

2/19/2025

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**SUBJECT**

Approve the Facility Encroachment Agreement with CSX Transportation, Inc. for the Southeast Transmission Line Project (Action)

**DESCRIPTION**

A Facility Encroachment Agreement with CSX Transportation, Inc. is needed to use a portion of property owned or controlled by CSX for the construction, operation and maintenance of the Southeast Wellfield Transmission Main ("SETM"). The SETM will cross CSX property along Old Bartow Lake Wales Road between Logistics Parkway and State Road 653 as shown in Exhibit A. The Agreement requires a one-time fee of \$5,100 for application and document processing. The Agreement term is perpetual through the life of the transmission pipeline.

**RECOMMENDATION**

Approve the Facility Encroachment Agreement with CSX Transportation, Inc. for the Southeast Transmission Line Project.

**FISCAL IMPACT**

Fiscal impact in the amount of \$5,100 (one-time fee).

**CONTACT INFORMATION**

Mark Addison

## FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of May 28, 2024, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and POLK REGIONAL WATER COOPERATIVE, a municipal corporation, political subdivision or state agency, under the laws of the State of Florida, whose mailing address is 330 W. Church Street, P.O. Box 9005, Drawer CA01, Bartow, Florida 33830, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) twenty-four inch (24") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Bartow, Polk County, Florida, Jacksonville Division, Auburndale Subdivision, Milepost SX-832.8, Latitude N27:55:23., Longitude W81:40:34.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

### 1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structure(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its agent or contractor ("Licensee's Contractor") with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

## **2. ENCROACHMENT FEE; TERM:**

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS (\$5,100.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees it shall not assess Licensor any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

## **3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.



3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting on or adjacent to Licensor's property without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

#### **4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

#### **5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

**6. TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within sixty (60) days or such other time frame agreed upon by both parties after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

**7. FACILITY CHANGES:**

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

**8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

## **9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whosoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.3 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.4 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage; and (d) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any drainage or runoff on or off the Encroachment area as a result of the Facilities/Encroachment herein permitted.

9.5 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.6 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.7 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.8 Notwithstanding anything contained in this Agreement, the Licensee does not waive its right to assert sovereign immunity under Section 768.28, Florida Statutes as may be amended from time to time. The limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

## **10. INSURANCE:**

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).

- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to [RenewalCOI@csx.com](mailto:RenewalCOI@csx.com).
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's Contractor's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and notwithstanding anything to the contrary in this Agreement, the insurance required and provided by Licensee shall not be subject to the limitations of sovereign immunity.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require Licensee's Contractor(s) performing such operations to procure and

maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

## **11. GRADE CROSSINGS; PROTECTION SERVICES:**

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to consent of Licensor, in its sole discretion, and subject to Licensor's operating rules and labor agreements, Licensee may provide flagmen, in place of Licensor's provision, at Licensee's sole risk, cost and expense, and in such event, Licensor shall not be liable for the failure or neglect of such flagmen. Such flagmen shall be approved by Licensor and shall meet all Licensor's requirement for performing such work.

## **12. LICENSOR'S COSTS:**

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

### **13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

### **14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within sixty (60) days or such other time frame agreed upon by both parties after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore



the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

**15. NOTICE:**

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:  
[https://propertyportal.csx.com/pub\\_ps\\_res/ps\\_res/jsf/public/index.faces](https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces)

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 888-646-1402.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

**16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensors expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

**17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based

upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

## **18. GENERAL PROVISIONS:**

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within one hundred twenty (120) days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

## **19. CONTRACTOR'S ACCEPTANCE:**

19.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

**Witness for Licensor:**

**CSX TRANSPORTATION, INC.**

\_\_\_\_\_

By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

**Witness for Licensee:**

**POLK REGIONAL WATER COOPERATIVE**

\_\_\_\_\_

By: \_\_\_\_\_

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

Tax ID No.: \_\_\_\_\_

Authority under Ordinance or

Resolution No. \_\_\_\_\_,

Dated \_\_\_\_\_.

**Schedule "A"**

**CONTRACTOR'S ACCEPTANCE**

This Amendment is and shall be a part of Agreement No. CSX1019018, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purposed of performing work in accordance with the Agreement dated May 28, 2024, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

CSX TRANSPORTATION INC.

\_\_\_\_\_

By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

Witness for Licensee's Contractor

\_\_\_\_\_  
LICENSEE'S CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CSX Transportation (CSXT) General Notes (Bore and Jack):**

Bartow, Florida

Engineering Region (Division): SOUTHEAST (SE) / Sub Division: AUBURNDALE (AR) / Nearest DOT: 625418G

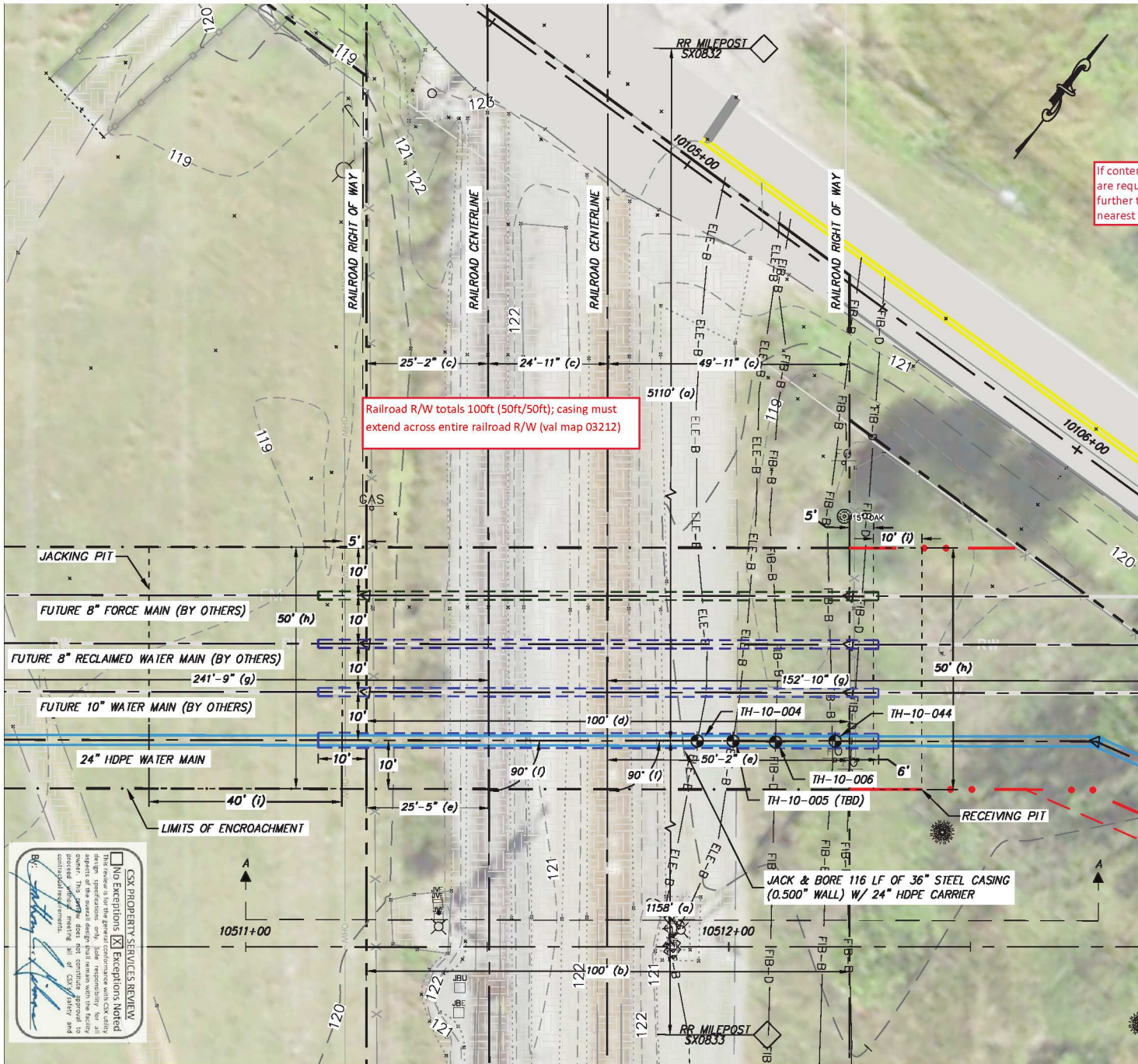
Mile Post: SX 832.8 / Lat\_Long: 27.92333,-81.67623

- 1) CSXT owns its right-of-way for the primary purpose of operating a railroad, and shall maintain unrestricted use of its property for current and future operations.
- 2) Agency or its contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damages to CSXT's property, or to poles, wires, and other facilities of tenants of CSXT's property or right-of-way.
- 3) Refer to the CSXT's "Design & Construction Standard Specifications Pipeline Occupancies" revised June 5, 2018 (4.1.2).
- 4) Work schedule is subject to the approval of all required construction submittals by the CSXT Construction Representative, verification that proposed work will not conflict with any CSXT U.G. Facilities, and the availability of CSXT Flagging and Protection Services. Construction submittals will be based upon the proposed scope of work and may include, but are not limited to; proposed work plan, project schedule, means and methods, site access, dewatering, temporary excavation/shoring, soil disposition/management, track monitoring, concrete placement work, structural lifting/rigging plans for hoisting operations, substructure construction plans, steel erection plans, roadwork plans, etc. No work may begin on, over, or adjacent to CSXT property, or that could potentially impact CSXT property, operations or safety without the prior completion and approval of the required aforementioned information and approvals.
- 5) Prior to construction, all signal facilities and/or warning devices at proposed facility crossing, i.e. cantilevers, flashers, and gates must be located and marked/flagged by CSXT. The traditional "One Call" utility locate services are not responsible for locating any CSXT under-grade utilities or facilities Contractor shall be held liable for any damages to CSXT communication & signal facilities.
- 6) Contractor also has the sole responsibility of ascertaining that all other utilities have been properly located by complying with the local "call before you dig" regulation(s). Contractor shall solely be responsible for notifying owners of adjacent properties and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- 7) The use of construction safety fencing is required when a CSXT Flagman is not present. Distance of fencing from nearest rail to be determined by the CSXT Track Supervisor and shall be removed upon completion of the project.
- 8) Contractor access will be limited to the immediate project area only. The CSXT property outside the project area may not be used for contractor access to the project site and no temporary at-grade crossings will be allowed.
- 9) All material and equipment will be staged to not block any CSXT access or maintenance roads. No hoisting or auxiliary equipment necessary for the procedure shall be placed on CSXT track structure and / or ballast section. Clear working locations for equipment used will be laid out and approved by CSXT's representative prior to equipment set-up. Agency and contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations.
- 10) CSXT does not grant or convey an easement for this installation.
- 11) CSXT requires contractors, subcontractors, and vendors to participate in job safety briefings daily and as necessary with the CSXT flagger. The scope of work may require that various protection against train movements be discussed, understood, and utilized. Work shall only be undertaken with the presence and permission of the CSXT flagger. If at any time the CSXT flagger perceives that the hoisting procedure is causing or has the potential to cause a hazard or delay to CSXT operations through the project site, work will cease until such time as satisfactory modifications have been reviewed and approved.
- 12) The right of way shall be restored to a condition equal to or better than the condition prior to beginning the project before final acceptance will be provided. Punch lists shall be responded to prior to issuance of an acceptance memorandum signed by the CSXT representative.
- 13) No construction or entry upon the CSXT corridor is permitted until the document transaction is completed, you are in receipt of a fully executed document, and you have obtained authority from CSXT's.
- 14) The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that no unsupported excavation is ahead of the pipe. The bore head / auger set-up (sketch or photos) shall be submitted by contractor and accepted by assigned CSXT representative prior to start of the jack & bore.
- 15) The operation shall be progressed on a 24-hour basis without stoppage (except for adding lengths of pipe) until the leading edge of the pipe has reached the receiving pit.
- 16) The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered.
- 17) Pipeline shall be prominently marked at both sides of the CSXT property lines by durable, weatherproof signs located over the centerline of the pipe in accordance with CSXT specifications.
- 18) If required, a dewatering plan in accordance with CSXT specifications will be submitted to the CSXT representative for review and approval prior to any dewatering operations. Dewatering drawdown level at tracks shall be field verified that it meets the approved dewatering design prior to commencement of jack and bore operations.
- 19) Blasting is not permitted under, on, or adjacent to CSXT property.

Revised January 31, 2023

- 20) Jacking pit: identify hazards and put controls in place prior to start of excavation. Contractor shall erect a barrier and construction fence along the face of jacking pit construction limits and not encroach past it when preparing the pit. Stake or mark pit as needed for digging. Erosion control devices shall be placed at the jacking and receiving pits protecting CSXT property and ditches to the satisfaction of the CSXT representative.
- 21) Excavation: If the excavation is 5 feet or greater in depth, the walls may be sloped at 1.5 horizontal to 1 vertical to reduce the risk of cave-ins or slides. A safe manner in which to enter and exit the excavation must be established. The toe of slopes in excavation shall in no case be undercut by power shovels, bulldozers, graders, blasting, or in any manner. Excavation shall not be made in excess of the authorized cross-section.
- 22) Backfill, cover or fence all excavations when unattended. The CSXT representative will approve the protection method and the type of fencing material. Set fencing back at least 3 feet (91 centimeters) from the edges of the excavation. Set fence posts securely in the ground and insure the fencing is securely tied to posts with zip ties or some other tie wrap product.
- 23) For any excavations permitted on CSXT property, all backfill in excavations and trenches shall be compacted to 95% maximum dry density as defined in ASTM standard d1557 and installed in six-inch lifts. In-situ soil shall be used for backfill material. Should additional offsite backfill material be needed, offsite material sources are to meet state and residential clean fill requirements and be preapproved by CSXT's representative. CSXT does not require a specific testing requirement or standard for stone.
- 24) Track monitoring: prior to commencing jack & bore operations, contractor shall be required to conduct and submit a baseline survey along the top of each rail under CSXT flagger protection and in accordance with the preapproved settlement monitoring construction submittal. Additional survey data shall be collected and submitted once each day during casing pipe installation, or as directed by CSXT representative. Contractor shall also take elevation shots at top of tie and top of casing pipe before starting the bore to verify depth of cover proposed for the work has been met.
- 25) Projects that generate soils from CSXT property must adhere to CSXT's soil management policies. CSXT requires soils generated from its property to either be reused on CSXT property or properly disposed in a CSXT approved disposal facility. CSXT environmental department will handle waste characterization and profiling into an approved disposal facility. CSXT prohibits any environmental sampling on its property unless granted through a written environmental right-of-entry or approved in writing by the CSXT environmental department. The management of soils generated from CSXT property should be planned for and properly permitted (if applicable) prior to initiating any work on CSXT property. A list of CSXT approved laboratories and/or disposal facilities may be obtained from the CSXT manager environmental pro
- 26) CSXT does not represent or warrant the right-of-way dimensions depicted on these drawings. A third party survey is recommended for verification and accuracy.
- 27) Upon completion of project construction, contractor must submit to CSXT the as-built plans showing the final alignment on CSXT property, including actual depth of facility and any field change to location on CSXT property, pipe materials, number of innerducts, etc.





Railroad R/W totals 100ft (50ft/50ft); casing must extend across entire railroad R/W (val map 03212)

JACK & BORE 116 LF OF 36" STEEL CASING (0.500" WALL) W/ 24" HDPE CARRIER

**NOTES:**  
 1.) THE FRONT OF THE CASING PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE.

If contents are under pressure shut off valves are required on both sides of the crossing no further than 2,000 feet from centerline of nearest track

LEGEND	
Letter	Description
(a)	Distance from crossing to nearest actual milepost ( . . . feet from MP . . . ). OR: Distance from crossing to centerline of nearest public road intersection (include DOT Crossing #)
(b)	Width of CSX R/W
(c)	Distance from centerline of track to R/W
(d)	Total length of pipe on CSX R/W
(e)	Distance from centerline of nearest track to face of pits or poles at a 90 degree angle to the track(s)
(f)	Angle of crossing
(g)	IF CONTENTS UNDER PRESSURE: Distance of shut-off valves from centerline of nearest track
(h)	Width of Launching/Receiving Pit
(i)	Length of Launching/Receiving Pit



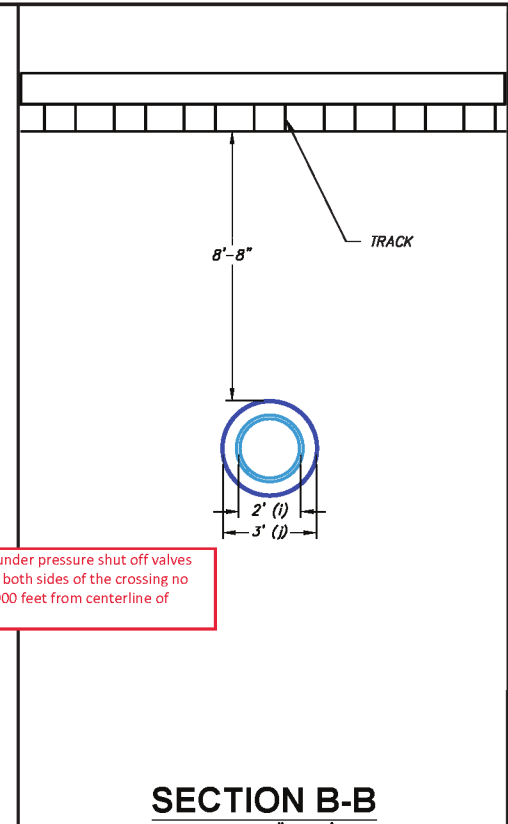
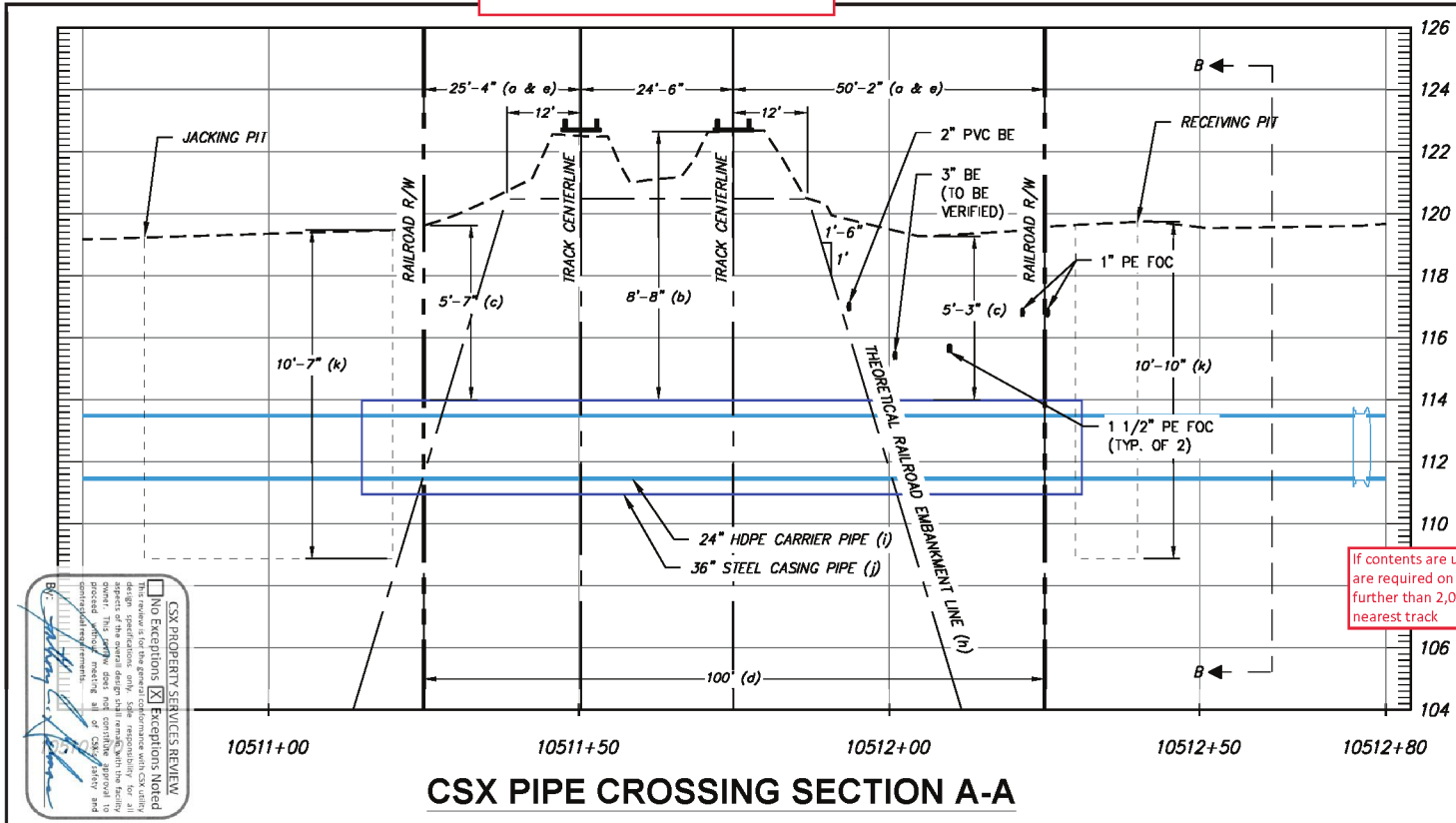
Location:	Old Bartow/Lake Wales Road
Latitude:	27 : 55' : 25" N
Longitude:	81 : 40' : 35"
Drawing No.:	Sheet <input type="text"/> of <input type="text"/>
Drawing Date:	Last Revised: <input type="text"/>
Drawing Scale:	1 Inches = 20 Feet

**CSX PROPERTY SERVICES REVIEW**

No Exceptions  Exceptions Noted

This review is for the general conformance with CSX utility standards. It does not constitute approval to proceed with construction. All of CSX's safety and environmental standards apply.

Railroad R/W totals 100ft (50ft/50ft); casing must extend across entire railroad R/W (val map 03212)



CSX PIPE CROSSING SECTION A-A

SECTION B-B  
SCALE: 1" = 4'

**CSX PROPERTY SERVICES REVIEW**  
 No Exceptions  
 Exceptions Noted  
 This review is for the general information with CSX utility design specifications only. CSX Property Services is not responsible for all design details. This review does not constitute approval to proceed without meeting all of CSX safety and environmental requirements.

LEGEND	
Letter	Description
(a)	Distance from centerline of track to CSX R/W
(b)	Distance from base-of-rail to top-of-casing
(c)	Distance from base-of-ditch to top-of-casing
(d)	Total length of pipe on CSX R/W
(e)	Distance from centerline of nearest track to face of pits at a 90 degree angle to the track(s)
(f)	Distance from top-of-vent pipe to ground surface (4' minimum required)
(g)	Distance from centerline of track to vent pipe at a 90 degree angle to the track(s)
(h)	Theoretical Embankment Line: Starts 12' from centerline of track and extends away from track at a slope of 1.5' over and 1' down
(i)	Carrier pipe diameter
(j)	Casing pipe diameter
(k)	Depth of Launching/Receiving Pit

PIPELINE CONTENT DETAILS		
Commodity Description:	Potable Water	
Maximum Operating Pressure:	100 psi	
Is Commodity Flammable:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
CARRIER/CASING PIPE DETAILS		
	Carrier Pipe	Casing Pipe
Pipe Material:	HDPE, DR11	Carbon Steel
Material Specifications & Grade:	ASTM F714, D3035	ASTM A139, Grade B
Specified Minimum Yield Strength:	3,500 psi	35,000 psi
Nominal Size Outside Diameter (Inches):	25.80	36
Wall Thickness (Inches):	2.345	0.532
Type of Seam:	Seamless	Seamless
Type of Joints:	Butt-Fused	Welded
Tunnel Liner Plates Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Cathodic Protection:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Type: _____	
Protective Coating:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Type: _____	
Temp. Track Support or Rip-Rap Req.:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Must Describe & Show on Dwg.	

Location: Old Bartow/Lake Wales Road  
 Latitude: N 27° 55' 25" 00  
 Longitude: W 81° 40' 35" 00  
 Drawing No.: \_\_\_\_\_ Sheet: \_\_\_\_\_ of \_\_\_\_\_  
 Drawing Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Revised: \_\_\_\_/\_\_\_\_/\_\_\_\_

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Agenda Item F.3.

2/19/2025

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**SUBJECT**

Approve Three Encroachment Agreements with Florida Gas Transmission Company, LLC for the Southeast Transmission Line Project (Action)

**DESCRIPTION**

Three Encroachment Agreements with Florida Gas Transmission Company, LLC (FGT) are needed to cross a portion of FGT's existing easements for the construction, operation and maintenance of the Southeast Wellfield Transmission Main ("SETM"). The SETM will cross FGT easements in three locations:

- 1) East of the Bartow Airport and just south of the intersection of Bomber Road and Spruce Road (Exhibit A);
- 2) North of Bartow at the intersection of Old Bartow Eagle Lake Road and Ernest Smith Boulevard (Exhibit B);
- 3) West of the Bartow Airport at intersection of Richardson Road and Radford Road (Exhibit C).

The Agreement term is perpetual through the life of the transmission pipeline.

**RECOMMENDATION**

Approve three Encroachment Agreements with Florida Gas Transmission Company LLC for the Southeast Transmission Line Project.

**FISCAL IMPACT**

No fiscal impact.

**CONTACT INFORMATION**

Mark Addison

# Exhibit A

This Instrument Prepared By and Return To:  
Right-of-Way Department/Amy Powell  
Florida Gas Transmission Company  
2301 Lucien Way, Suite 200  
Maitland, Florida 32751

Project No.: 24-339  
Tract No.: FLBYM-POLK-027

## **ENCROACHMENT AGREEMENT**

**THIS ENCROACHMENT AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, ("FGT"), with principal offices at 1300 Main Street, Houston, Texas 77002 and **POLK REGIONAL WATER COOPERATIVE (PRWC)**, a Political subdivision of the State of Florida, ("PRWC"), whose address is 330 W Church Street, Bartow, Florida 33821-9005.

### **WITNESSETH THAT:**

**WHEREAS**, FGT is the owner and holder of an easement under the provisions of that certain Easement Grant dated April 23, 1959, and recorded in Book 266, Page 281, Official Records, Polk County, Florida; ("Easement Agreement"), covering lands located in Section 19, Township 29 South, Range 26 East, Official Records, Polk County, Florida as described in the Easement Agreement ("Lands"); and

**WHEREAS**, pursuant to the authority contained in the Easement Agreement, FGT has constructed and currently operates and maintains an eight-inch (8") natural gas pipeline and related surface and subsurface appurtenances, (collectively, the "Pipeline Facilities"), across and through the Lands; and

**WHEREAS**, PRWC has been granted or will be granted an easement by the present owner, Velasco Feliciano Pascual and Zamora Fidel Pascual, of that portion of the Lands described in Exhibit "B" attached hereto and made a part hereof for all purposes ("Owned Premises"), with Pipeline Facilities situated thereon;

**WHEREAS**, PRWC seeks consent to install a twenty inch (20") PVC water line under the pipeline via open cut with two feet (2') of separation crossing the thirty-foot (30') FGT Easement ("Easement Area") and the Pipeline Facilities as depicted on Exhibit "C" attached hereto and made a part hereof ("Encroachment"), pursuant to the terms and provisions of this Agreement; and

**WHEREAS**, PRWC has been advised by FGT that FGT is a natural gas transmission company and that FGT operates a high pressure underground natural gas Pipeline Facilities through the Owned Premises; and

**WHEREAS**, PRWC has requested written consent from FGT to maintain, use, and enjoy the Encroachment upon a portion of the Easement Area and in close proximity to the Pipeline Facilities; and

**WHEREAS**, FGT is willing to grant such consent upon the terms and conditions hereafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth in this Encroachment Agreement, FGT and PRWC agree as follows:

1. To the extent that FGT has the right to do so, FGT hereby grants consent to PRWC to maintain, operate and use the Encroachment on the Owned Premises and the Easement Area, and in close proximity to the Pipeline Facilities, subject to compliance with the following terms and conditions:

A. PRWC hereby assumes all risks for damages, injuries, or loss to either property or persons, caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment.

B. The consent granted herein is limited exclusively to the proposed Encroachment upon the Owned Premises within the Easement Area. PRWC shall not alter the grade or permit such alteration anywhere on the Easement Area without the prior express written consent of FGT.

C. PRWC shall at all times conduct all activities on the Easement Area in such a manner as not to interfere with or impede the operation and maintenance of the Pipeline Facilities, as conducted in accordance with the Easement agreement.

D. Except as to the Encroachment, PRWC shall not construct, plant or create additional improvements of any kind, including but not limited to, fences, sheds, irrigation or drainage systems, utilities, decking, pole barns, parking lots, roadways, pools, ponds, trees or shrubs within the confines of the Easement Area without the prior express written consent of FGT.

E. PRWC understands and agrees that FGT may not have the authority to grant PRWC permission to construct the Encroachment in the Easement Area. This Agreement merely defines the terms by which FGT will not object, and that PRWC will obtain permission for the Encroachment from the underlying fee PRWC of the Lands or third parties having an interest in the Owned Premises. The consent granted by this instrument shall not constitute or be construed as a subordination, merger, assignment, conveyance or relinquishment of any of the right, title and interest of FGT under the provisions of the Easement Agreement.

2. PRWC agrees that the Encroachment and any additional approved improvements constructed or installed in the Easement Area shall be constructed in accordance with the Engineering and Construction Specifications detailed in Exhibit "A" attached hereto and made a part hereof. Installation, construction, maintenance, repair and replacement of the Encroachment shall be the sole responsibility and performed at the sole cost and expense of PRWC.

3. PRWC agrees to indemnify, protect, and hold harmless FGT, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents (hereinafter "FGT Entities") from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees (all, collectively, "Liability"), that are caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment as stated herein, except where any such Liability was proximately caused solely by the acts, or omissions, or the intentional or willful misconduct of FGT or any of the FGT Entities; provided, however, the PRWC's aggregate responsibilities to FGT, the FGT Entities and to any third parties regarding such Liability shall not exceed the limits (the "PRWC Liability Limits") of liability stated in section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or any other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the PRWC is responsible to FGT, any of the FGT Entities, or to any third party for any Liability or other obligation in amounts exceeding the PRWC Liability Limits under any legal theory, claim, or cause of action.

In addition, PRWC agrees to indemnify, defend and hold harmless FGT and the FGT Entities from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney's fees, arising from: (a) non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the Encroachment on the Owned Premises and the Easement Area described herein, and (b) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the Easement Area caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, (iii) give rise to

any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, (iv) adversely affect human health or the environment at or near the Easement Area, or (v) constitute a violation of the terms of this Encroachment Agreement, except where any of the foregoing was proximately caused solely by the acts, or omissions, or the intentional or willful misconduct of FGT or any of the FGT Entities. PRWC's aggregate responsibilities to FGT, the FGT Entities and to any third parties regarding such Additional Liability shall not exceed the limits (the "PRWC Liability Limits") of liability stated in section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or any other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the PRWC is responsible to FGT, any of the FGT Entities, or to any third party for any Liability or other obligation in amounts exceeding the PRWC Liability Limits under any legal theory, claim, or cause of action.

4. PRWC shall take reasonable steps to protect the Pipeline Facilities at all times during the performance of any work associated with the Encroachment including maintaining a minimum of three feet (3') of cover over the subsurface Pipeline Facilities at all times. Similarly, FGT shall take reasonable steps to protect the Encroachment at all times during the performance of any work associated with the Pipeline Facilities, with the exception of an emergency situation.

5. Should FGT need to remove any of the Encroachment within the Easement Area in order to construct, maintain, operate, repair, remove, replace or resize the Pipeline Facilities then, except in the case of emergency threatening life or property damage, FGT shall provide PRWC at least one hundred and eighty days (180) days advance written notice describing in detail the work to be performed, the duration of the work with anticipated start and completion dates. FGT shall take steps to make sure that the PRWC will continue to have access to the OWNED Premises while work is being done in the Easement Area. When work is immediately required because of an emergency threatening life or property damage, FGT shall notify the PRWC as soon as reasonably practicable to do so. PRWC shall pay the cost of removing and replacing or reinstalling the Encroachment. In addition, all repair and maintenance work performed by FGT on its existing or additional Pipeline Facilities located on the Easement Area, shall be performed in a reasonable workmanlike manner and FGT shall restore the surface and grade of Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to the Encroachment or any equipment and facilities that exist within the Easement Area, and in this regard, PRWC hereby releases FGT and the FGT Entities from any and all liability for any such loss or damage.

6. INTENTIONALLY DELETED.

7. This Agreement in no way constitutes a waiver by FGT of its rights to enjoy the Easement Area unencumbered by the construction, operation, maintenance or use of the Encroachment within the Easement Area.

8. It is expressly agreed to by and between FGT and PRWC that if PRWC is in violation of any terms or conditions set forth in this Encroachment Agreement, FGT, at its option, may terminate FGT's consent to the Encroachment upon ten (10) days' notice to the PRWC; provided however, that any such termination shall not become effective: (a) if within thirty (30) days after the receipt of such notice of proposed termination, PRWC cures such violation, or (b) if the cure cannot reasonably be completed within such thirty (30) day time period, PRWC commences efforts to cure within ten (10) days after receipt of FGT's notice and thereafter diligently works to complete the cure. PRWC expressly agrees that if FGT terminates its consent to the Encroachment based upon PRWC's failure to cure a violation of the Easement Agreement, the Encroachment Agreement, or both, PRWC will continue to be bound by the terms of the Easement Agreement and the Encroachment Agreement, and PRWC shall, within one hundred and eighty days (180) after FGT's termination becomes effective, remove any and all of the Encroachment which may be situated on the Easement Area, or if PRWC fails to remove any and all of the Encroachment, FGT may, at its option, remove the Encroachment at the expense of PRWC and without any liability whatsoever. If such violation by PRWC constitutes or results in an emergency or a dangerous condition, FGT shall only be required to provide whatever prior notice is reasonable under the circumstances before exercising its rights

to remove the Encroachment or otherwise cure the violation. The failure of FGT to exercise the option to terminate as to any such violation shall not constitute a waiver of FGT's future right to exercise such option as to the same or any future violation. PRWC agrees to pay FGT's costs, including attorneys' fees and costs, arising out of the enforcement of the terms of the Easement Agreement, the Encroachment Agreement, or both. The remedies outlined herein are not exclusive and FGT does not waive any legal or equitable remedies.

9. The provisions of the Easement Agreement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, shall remain in full force and effect and are not affected hereby except to the extent and in the manner specifically and particularly set forth herein.

10. PRWC and FGT stipulate and agree that the statements and information contained in the introductory paragraphs and recitations of this Agreement are true and correct and are incorporated herein by this reference.

11. This instrument and the covenants and agreements herein contained shall extend to and be binding upon PRWC and the heirs, executors, personal representatives, successors and assigns of PRWC and upon FGT and the successors and assigns of FGT and the benefits of this Agreement shall run with the land. Unless terminated as described in Section 8, above, this Agreement shall remain in force and effect unless FGT has abandoned the use of the Pipeline Facilities for a period of three (3) years and has received approval from the appropriate governmental authority to abandon the Pipeline Facilities. This Encroachment Agreement may be executed in counterparts, each of which when conformed shall be an original and all of which together shall constitute a single document.

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



Project No.: 24-339  
Tract No.: FLBYM-POLK-027

**IN WITNESS WHEREOF**, the parties have executed this instrument the day and year first above written.

**WITNESSES:**

**“FGT”  
FLORIDA GAS TRANSMISSION  
COMPANY, LLC**

\_\_\_\_\_  
Name: \_\_\_\_\_

By \_\_\_\_\_  
**DAVID SHELLHOUSE  
VICE PRESIDENT**

\_\_\_\_\_  
Name: \_\_\_\_\_

**ATTEST:**

**“PRWC”  
POLK REGIONAL WATER  
COOPERATIVE, Political subdivision  
of the state of Florida**

\_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_, 2024

By \_\_\_\_\_  
Eric DeHaven, Executive Director

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
County Attorney's Office

**ACKNOWLEDGEMENTS**

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by **DAVID SHELLHOUSE, VICE PRESIDENT OF FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public  
Name (Printed): \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**EXHIBIT "A"**

**Attached to and made a part of that certain  
ENCROACHMENT AGREEMENT**

Dated \_\_\_\_\_, 2024

By and between

**FLORIDA GAS TRANSMISSION COMPANY, LLC**

**And POLK REGIONAL WATER COOPERATIVE, a Political subdivision of the State of Florida**  
**ENGINEERING AND CONSTRUCTION SPECIFICATIONS**

1. No work can be done in FGT's easement property unless FGT has reviewed and approved the plans and an agreement in writing has been entered into between the parties.
2. PRWC shall provide a minimum of forty-eight (48) hours' notice to FGT prior to any installation, construction, excavation, or demolition work on the easement area. To ensure further safety, PRWC must call appropriate ONE CALL for a locate at 1-800-432-4770. An FGT representative must be present when any work is done on the easement area. The onsite FGT representative will have the authority to shutdown work by the PRWC if the PRWC's activities are judged to be unsafe by the FGT representative. The FGT representative will be invited to participate in PRWC's safety meetings. This provision applies each time FGT's pipeline facilities are crossed.
3. Existing ground elevation (a minimum of three feet [3'] of pipeline cover) is to be maintained over the subsurface pipeline facilities within the easement area. Three feet (3') of minimum cover will also be required over the pipeline facilities at all equipment crossings for standard FDOT maximum axle load vehicles (20,000 lbs. per axle; 80,000 lbs. maximum weight).
4. For vehicles and/or construction equipment requesting approval to cross FGT's facilities, each crossing location will be reviewed on a case-by-case, site-specific basis and will require the surveyed elevation of the pipeline and/or facility verified by an FGT field representative to be performed by the party requesting the crossing encroachment and submitted to FGT. The execution of a wheel load calculation must be completed and approved by FGT prior to crossing FGT's facilities for every vehicle and/or construction equipment requesting to cross. FGT may require matting or other suitable material be installed to achieve the necessary support for such crossing. This too will be site specific and case-by-case only.
5. Where consent for roadway crossings has been granted, a minimum of forty-eight inches (48") of cover, including thirty-six (36") of undisturbed or compacted soil, shall be maintained within the easement area. All roads must cross the easement at a ninety degree (90°) angle.
6. When crossing an FGT pipeline (via drill or open lay) PRWC must visually verify the elevation of the pipeline both vertically and horizontally, by means of various methods such as SUE (subsurface utility excavation) etc., with an FGT field representative on-site at all times during this operation. When using direction drill method, a minimum vertical clearance of ten feet (10') from the pipeline is required across the entire easement.
7. Where the encroachment includes utilities, all such utilities crossing the easement area must have a minimum separation of twenty-four inches (24") between the utility and the FGT pipeline(s) at the point of crossing and must cross at a ninety degree (90°) angle. No utilities shall be constructed between the surface of the easement area and the top of the subsurface pipeline facilities unless agreed to in writing by FGT. No parallel utilities, structures, and/or appurtenances are permitted within the easement area. All proposed aerial crossings will be reviewed on a case-by-case basis.
8. Where consent for utility lines has been granted, electric lines must be encased in pvc or steel throughout the entire easement area. All fiber optic, telephone and cable television crossing encasements to be determined by the on-site FGT field representative. Cables energized to 600 volts or more must cross a minimum of three feet (3') below the subsurface pipeline facilities, and also be encased in concrete, color coded red, across the entire easement width, and have external, spiral wound, neutrals grounded on each side of the easement. The cable crossing should be clearly and permanently marked on each side of the easement where permissible.
9. Where consent for fencing has been granted, the PRWC must install and maintain a vehicle access gate at least twelve feet (12') in width at each point in the fence line(s) crossing the easement area. Posthole excavations for fencing placed on the easement area shall not be greater than eighteen inches (18") below the ground surface elevation. No fence posts shall be placed over the pipeline facilities or closer than six feet (6') on either side of the pipeline facilities. Any exceptions will be determined by an FGT field representative. Any such fence shall be constructed and maintained by PRWC in such a manner that does not prevent FGT personnel from viewing the easement area from the ground level through the fence(s) (i.e. no solid fences allowed). No fencing parallel to the FGT pipeline facilities will be allowed within the easement area. FGT's access to its pipeline facilities shall be maintained by PRWC. If the gate is locked with PRWC's lock, PRWC shall provide FGT with keys or allow a FGT lock to enable access.

10. No above or below ground utility appurtenances, junction boxes or retention ponds shall be allowed within the easement area.
11. No roto-mixing or vibrating machinery is allowed within the easement area.
12. When conducting pile driving operations, PRWC shall adhere to a minimum separation of twenty-five feet (25') from the outside edge of the FGT pipeline.
13. Ditches shall be sloped or shoring will be used to allow entry into the excavation. Time will be allowed for a FGT representative to inspect and make coating repairs as the subsurface pipeline facilities are exposed.
14. Twelve inches (12") of backfill around the subsurface pipeline facilities shall be sand or clean fill; free of rocks and debris. Rock Shield will be installed around pipeline facilities.
15. With prior approval, no more than twenty feet (20') of pipe shall be exposed at any given time; if more than twenty feet (20') of pipe is to be exposed, all Standard Operating Procedures (SOP) must be adhered to, pressure reductions must be scheduled at least one (1) year in advance and engineering stress calculations must be performed by FGT Engineering and approved by FGT operations prior to allowing any more than the twenty feet (20') of exposed pipe.
16. With prior approval and an FGT representative on site at all times, excavation equipment equipped with toothless buckets may be allowed to dig or excavate within three (3) feet of the pipeline facilities. All other construction/excavation equipment will not be allowed to perform any excavation within three feet (3') of the pipeline facilities. All mechanical excavation performed within three feet (3') of the pipeline will be performed parallel to the pipeline (i.e. track-hoe may not reach over the pipeline to dig on the opposite side of the pipeline).
17. All excavation within twenty-four (24") from the top or thirty-six inches (36") from the side or bottom of the pipeline shall be by manual means. After top exposure, excavation up to twenty four inches (24") from the side or bottom of the exposed pipeline may proceed by mechanical means if the FGT representative is satisfied it may be done safely with the equipment and operator available.
18. Barriers adequate to prevent vehicular damage to any exposed pipeline facilities shall be installed and maintained at all times.
19. All FGT pipeline facilities, cathodic protection equipment, and test lead wires shall be protected from damage by construction activity at all times.
20. No installation, construction, excavation, or demolition work shall be performed within the easement area on weekends or holidays unless PRWC agrees to reimburse FGT for its cost, including overtime costs, associated with inspection during those periods.
21. The PRWC shall provide and install temporary construction fence along the easement boundaries for the entire length of the proposed work area to preserve and protect the pipeline(s). The fence must be maintained for the duration of the development or construction activity. Access across FGT's easement will be granted at specific locations for vehicle and equipment traffic once a wheel load calculation has been completed. Additional cover or matting may be required. Any changes to this requirement must be approved in writing by FGT prior to start of work.
22. Where consent for landscaping has been granted, PRWC shall not plant shrubs on the easement area which are classified as "deep rooted" or are projected to exceed an eventual growth height of four (4) feet. Shrubs shall be planted so that no part, at its ultimate growth, shall be closer than ten feet (10') to the pipeline facilities. No trees shall be planted on the easement.
23. These Engineering and Construction Specifications may address activities on the easement area for which FGT has not granted consent to PRWC to include as part of the encroachment. Notwithstanding anything to the contrary contained in these Engineering and Construction Specifications, FGT's consent is and shall be limited to the encroachment as described and limited by the Encroachment Agreement to which this Exhibit is attached.

Project No.: 24-339  
Tract No.: FLBYM-POLK-027

**EXHIBIT "B"**

Attached to and made a part of that certain  
**ENCROACHMENT AGREEMENT**

Dated \_\_\_\_\_, 2024

By and between

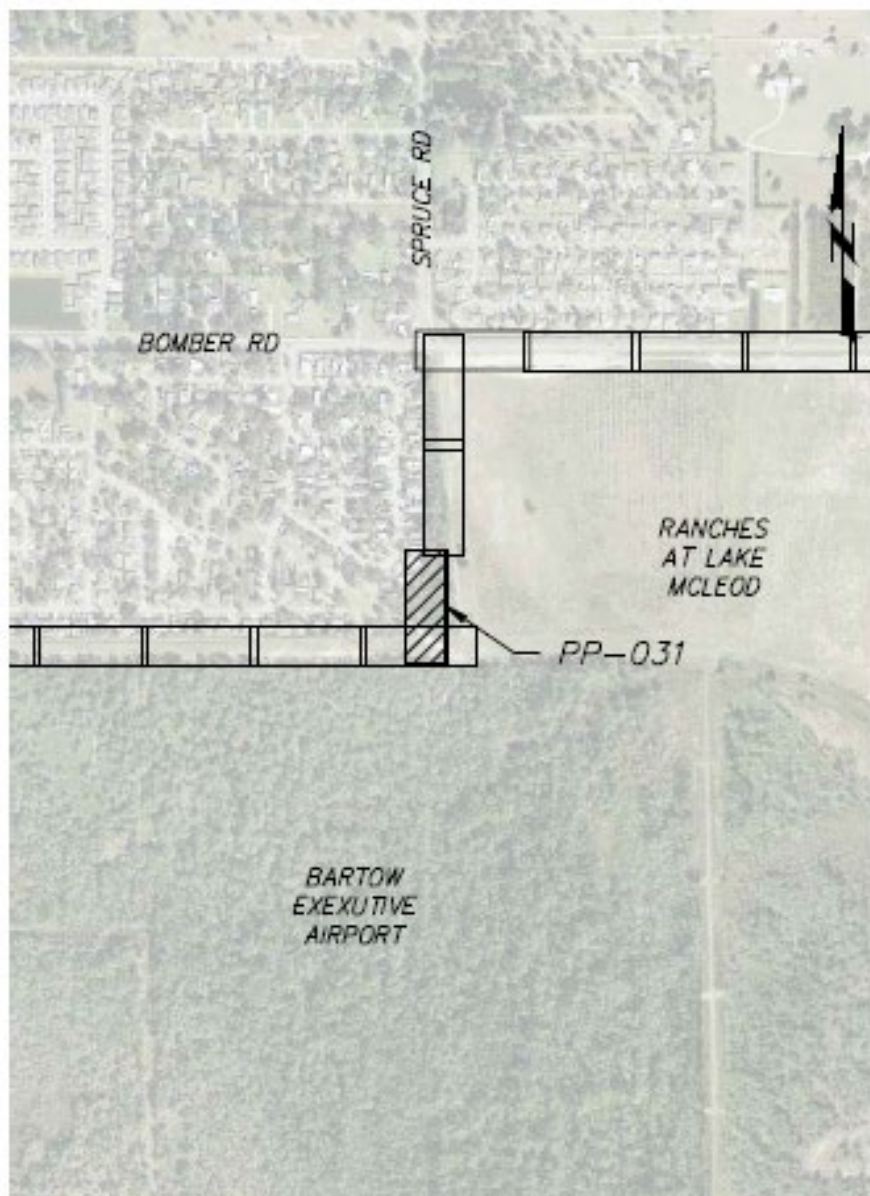
**FLORIDA GAS TRANSMISSION COMPANY, LLC**

And **POLK REGIONAL WATER COOPERATIVE**, a Political subdivision of the State of Florida

**DESCRIPTION OF THE OWNED PREMISES**

Bomber Rd.

Section 19, Township 29 South, Range 26 East

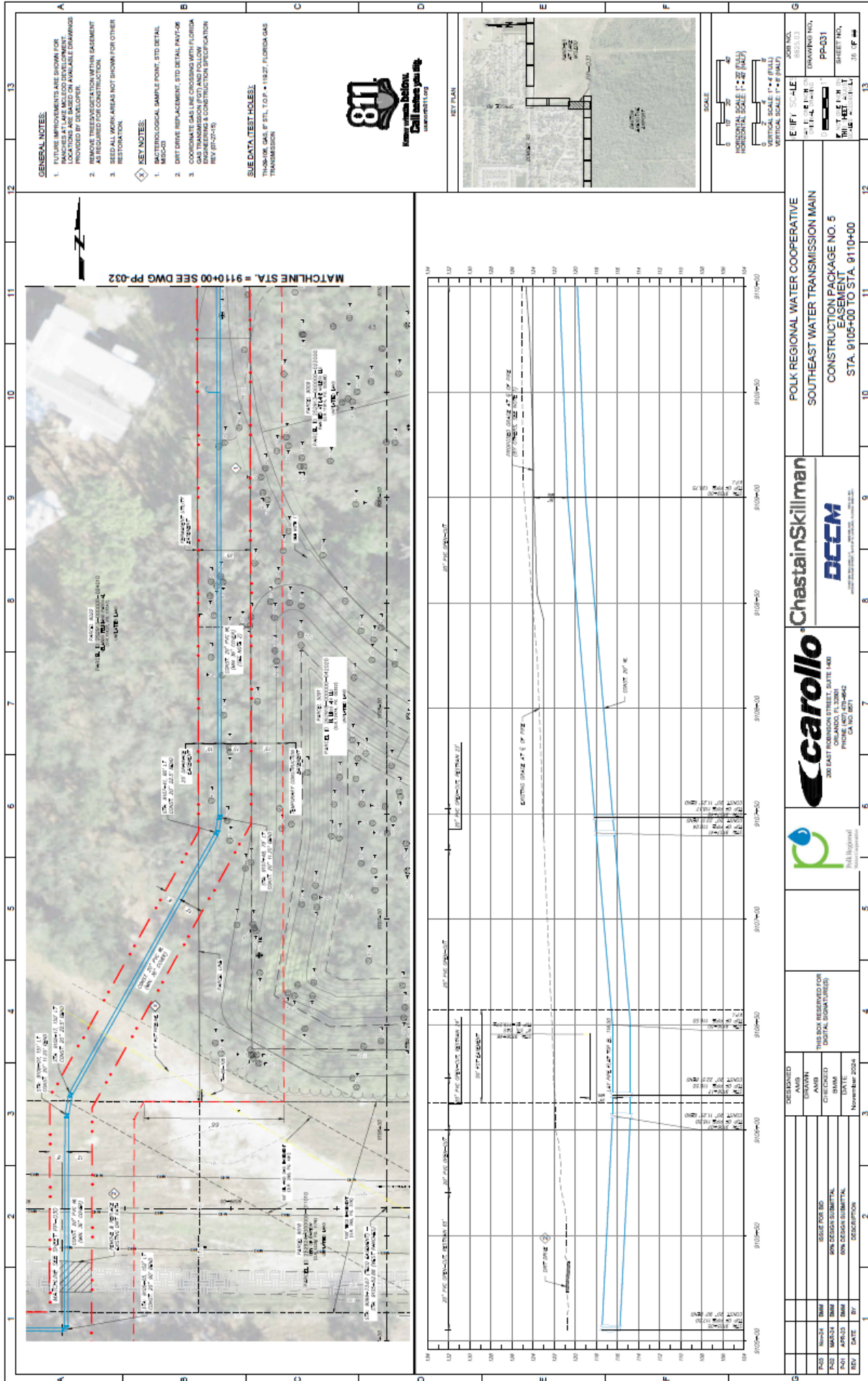


**EXHIBIT "C"**

Attached to and made a part of that certain  
**ENCROACHMENT AGREEMENT**  
 Dated \_\_\_\_\_, 2024

By and between  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
 And **POLK REGIONAL WATER COOPERATIVE**, a Political subdivision of the State of Florida

**DESCRIPTION AND DRAWINGS OF THE ENCROACHMENT**



# Exhibit B

This Instrument Prepared By and Return To:  
Right-of-Way Department/Amy Powell  
Florida Gas Transmission Company  
2301 Lucien Way, Suite 200  
Maitland, Florida 32751

Project No.: 24-338  
Tract No.: FLBYA-POLK-105GB

## **ENCROACHMENT AGREEMENT**

**THIS ENCROACHMENT AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, ("FGT"), with principal offices at 1300 Main Street, Houston, Texas 77002 and **POLK REGIONAL WATER COOPERATIVE (PRWC)**, a Political subdivision of the State of Florida, ("PRWC"), whose address is 330 W Church Street, Bartow, Florida 33821-9005.

### **WITNESSETH THAT:**

**WHEREAS**, FGT is the owner and holder of an easement under the provisions of that certain Easement dated February 7, 1967, and recorded in Book 1333, Page 284, Official Records, Polk County, Florida; ("Easement Agreement"), covering lands located in Section 28, Township 29 South, Range 25 East, Official Records, Polk County, Florida as described in the Easement Agreement ("Lands"); and

**WHEREAS**, pursuant to the authority contained in the Easement Agreement, FGT has constructed and currently operates and maintains a twelve-inch (12") natural gas pipeline and related surface and subsurface appurtenances, (collectively, the "Pipeline Facilities"), across and through the Lands; and

**WHEREAS**, PRWC has been granted a permit by the present owner, Polk County, of that portion of the Lands described in Exhibit "B" attached hereto and made a part hereof for all purposes ("Owned Premises"), with Pipeline Facilities situated thereon;

**WHEREAS**, PRWC seeks consent to install a twelve inch (12") HDPE water line under the pipeline crossing the thirty-foot (30') FGT Easement ("Easement Area") and the Pipeline Facilities as depicted on Exhibit "C" attached hereto and made a part hereof ("Encroachment"), pursuant to the terms and provisions of this Agreement; and

**WHEREAS**, PRWC has been advised by FGT that FGT is a natural gas transmission company and that FGT operates a high pressure underground natural gas Pipeline Facilities through the Owned Premises; and

**WHEREAS**, PRWC has requested written consent from FGT to maintain, use, and enjoy the Encroachment upon a portion of the Easement Area and in close proximity to the Pipeline Facilities; and

**WHEREAS**, FGT is willing to grant such consent upon the terms and conditions hereafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth in this Encroachment Agreement, FGT and PRWC agree as follows:

1. To the extent that FGT has the right to do so, FGT hereby grants consent to PRWC to maintain, operate and use the Encroachment on the Owned Premises and the Easement Area, and in close proximity to the Pipeline Facilities, subject to compliance with the following terms and conditions:

A. PRWC hereby assumes all risks for damages, injuries, or loss to either property or persons, caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment.

B. The consent granted herein is limited exclusively to the proposed Encroachment upon the Owned Premises within the Easement Area. PRWC shall not alter the grade or permit such alteration anywhere on the Easement Area without the prior express written consent of FGT.

C. PRWC shall at all times conduct all activities on the Easement Area in such a manner as not to interfere with or impede the operation and maintenance of the Pipeline Facilities, as conducted in accordance with the Easement agreement.

D. Except as to the Encroachment, PRWC shall not construct, plant or create additional improvements of any kind, including but not limited to, fences, sheds, irrigation or drainage systems, utilities, decking, pole barns, parking lots, roadways, pools, ponds, trees or shrubs within the confines of the Easement Area without the prior express written consent of FGT.

E. PRWC understands and agrees that FGT may not have the authority to grant PRWC permission to construct the Encroachment in the Easement Area. This Agreement merely defines the terms by which FGT will not object, and that PRWC will obtain permission for the Encroachment from the underlying fee PRWC of the Lands or third parties having an interest in the Owned Premises. The consent granted by this instrument shall not constitute or be construed as a subordination, merger, assignment, conveyance or relinquishment of any of the right, title and interest of FGT under the provisions of the Easement Agreement.

2. PRWC agrees that the Encroachment and any additional approved improvements constructed or installed in the Easement Area shall be constructed in accordance with the Engineering and Construction Specifications detailed in Exhibit "A" attached hereto and made a part hereof. Installation, construction, maintenance, repair and replacement of the Encroachment shall be the sole responsibility and performed at the sole cost and expense of PRWC.

3. PRWC agrees to indemnify, protect, and hold harmless FGT, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents (hereinafter "FGT Entities") from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees (all, collectively, "Liability"), that are caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment as stated herein, except where any such Liability was proximately caused solely by the acts, or omissions, or the intentional or willful misconduct of FGT or any of the FGT Entities; provided, however, the PRWC's aggregate responsibilities to FGT, the FGT Entities and to any third parties regarding such Liability shall not exceed the limits (the "PRWC Liability Limits") of liability stated in section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or any other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the PRWC is responsible to FGT, any of the FGT Entities, or to any third party for any Liability or other obligation in amounts exceeding the PRWC Liability Limits under any legal theory, claim, or cause of action.

In addition, PRWC agrees to indemnify, defend and hold harmless FGT and the FGT Entities from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney's fees, arising from: (a) non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the Encroachment on the Owned Premises and the Easement Area described herein, and (b) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the Easement Area caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, (iii) give rise to



any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, (iv) adversely affect human health or the environment at or near the Easement Area, or (v) constitute a violation of the terms of this Encroachment Agreement, except where any of the foregoing was proximately caused solely by the acts, or omissions, or the intentional or willful misconduct of FGT or any of the FGT Entities. PRWC's aggregate responsibilities to FGT, the FGT Entities and to any third parties regarding such Additional Liability shall not exceed the limits (the "PRWC Liability Limits") of liability stated in section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or any other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the PRWC is responsible to FGT, any of the FGT Entities, or to any third party for any Liability or other obligation in amounts exceeding the PRWC Liability Limits under any legal theory, claim, or cause of action.

4. PRWC shall take reasonable steps to protect the Pipeline Facilities at all times during the performance of any work associated with the Encroachment including maintaining a minimum of three feet (3') of cover over the subsurface Pipeline Facilities at all times. Similarly, FGT shall take reasonable steps to protect the Encroachment at all times during the performance of any work associated with the Pipeline Facilities, with the exception of an emergency situation.

5. Should FGT need to remove any of the Encroachment within the Easement Area in order to construct, maintain, operate, repair, remove, replace or resize the Pipeline Facilities then, except in the case of emergency threatening life or property damage, FGT shall provide PRWC at least one hundred and eighty (180) days advance written notice describing in detail the work to be performed, the duration of the work with anticipated start and completion dates. FGT shall take steps to make sure that the PRWC will continue to have access to the OWNED Premises while work is being done in the Easement Area. When work is immediately required because of an emergency threatening life or property damage, FGT shall notify the PRWC as soon as reasonably practicable to do so. PRWC shall pay the cost of removing and replacing or reinstalling the Encroachment. In addition, all repair and maintenance work performed by FGT on its existing or additional Pipeline Facilities located on the Easement Area, shall be performed in a reasonable workmanlike manner and FGT shall restore the surface and grade of Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to the Encroachment or any equipment and facilities that exist within the Easement Area, and in this regard, PRWC hereby releases FGT and the FGT Entities from any and all liability for any such loss or damage.

6. INTENTIONALLY DELETED.

7. This Agreement in no way constitutes a waiver by FGT of its rights to enjoy the Easement Area unencumbered by the construction, operation, maintenance or use of the Encroachment within the Easement Area.

8. It is expressly agreed to by and between FGT and PRWC that if PRWC is in violation of any terms or conditions set forth in this Encroachment Agreement, FGT, at its option, may terminate FGT's consent to the Encroachment upon ten (10) days' notice to the PRWC; provided however, that any such termination shall not become effective: (a) if within thirty (30) days after the receipt of such notice of proposed termination, PRWC cures such violation, or (b) if the cure cannot reasonably be completed within such thirty (30) day time period, PRWC commences efforts to cure within ten (10) days after receipt of FGT's notice and thereafter diligently works to complete the cure. PRWC expressly agrees that if FGT terminates its consent to the Encroachment based upon PRWC's failure to cure a violation of the Easement Agreement, the Encroachment Agreement, or both, PRWC will continue to be bound by the terms of the Easement Agreement and the Encroachment Agreement, and PRWC shall, within one hundred and eighty (180) days after FGT's termination becomes effective, remove any and all of the Encroachment which may be situated on the Easement Area, or if PRWC fails to remove any and all of the Encroachment, FGT may, at its option, remove the Encroachment at the expense of PRWC and without any liability whatsoever. If such violation by PRWC constitutes or results in an emergency or a dangerous condition, FGT shall only be required to provide whatever prior notice is reasonable under the circumstances before exercising its rights

to remove the Encroachment or otherwise cure the violation. The failure of FGT to exercise the option to terminate as to any such violation shall not constitute a waiver of FGT's future right to exercise such option as to the same or any future violation. PRWC agrees to pay FGT's costs, including attorneys' fees and costs, arising out of the enforcement of the terms of the Easement Agreement, the Encroachment Agreement, or both. The remedies outlined herein are not exclusive and FGT does not waive any legal or equitable remedies.

9. The provisions of the Easement Agreement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, shall remain in full force and effect and are not affected hereby except to the extent and in the manner specifically and particularly set forth herein.

10. PRWC and FGT stipulate and agree that the statements and information contained in the introductory paragraphs and recitations of this Agreement are true and correct and are incorporated herein by this reference.

11. This instrument and the covenants and agreements herein contained shall extend to and be binding upon PRWC and the heirs, executors, personal representatives, successors and assigns of PRWC and upon FGT and the successors and assigns of FGT and the benefits of this Agreement shall run with the land. Unless terminated as described in Section 8, above, this Agreement shall remain in force and effect unless FGT has abandoned the use of the Pipeline Facilities for a period of three (3) years and has received approval from the appropriate governmental authority to abandon the Pipeline Facilities. This Encroachment Agreement may be executed in counterparts, each of which when conformed shall be an original and all of which together shall constitute a single document.

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

Project No.: 24-338  
Tract No.: FLBYA-POLK-105GB

**IN WITNESS WHEREOF**, the parties have executed this instrument the day and year first above written.

**WITNESSES:**

**“FGT”  
FLORIDA GAS TRANSMISSION  
COMPANY, LLC**

\_\_\_\_\_  
Name: \_\_\_\_\_

By \_\_\_\_\_  
**DAVID SHELLHOUSE  
VICE PRESIDENT**

\_\_\_\_\_  
Name: \_\_\_\_\_

**ATTEST:**

**“PRWC”  
POLK REGIONAL WATER  
COOPERATIVE, Political subdivision  
of the state of Florida**

\_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_, 2025

By \_\_\_\_\_  
Eric DeHaven, Executive Director

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
County Attorney’s Office

**ACKNOWLEDGEMENTS**

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by **DAVID SHELLHOUSE, VICE PRESIDENT OF FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public  
Name (Printed): \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Project No.: 24-338  
Tract No.: FLBYA-POLK-105GB

**EXHIBIT "A"**

**Attached to and made a part of that certain  
ENCROACHMENT AGREEMENT**

**Dated \_\_\_\_\_, 2025**

**By and between**

**FLORIDA GAS TRANSMISSION COMPANY, LLC**

**And POLK REGIONAL WATER COOPERATIVE, a Political subdivision of the State of Florida**

**ENGINEERING AND CONSTRUCTION SPECIFICATIONS**

1. No work can be done in FGT's easement property unless FGT has reviewed and approved the plans and an agreement in writing has been entered into between the parties.
2. PRWC shall provide a minimum of forty-eight (48) hours' notice to FGT prior to any installation, construction, excavation, or demolition work on the easement area. To ensure further safety, PRWC must call appropriate ONE CALL for a locate at 1-800-432-4770. An FGT representative must be present when any work is done on the easement area. The onsite FGT representative will have the authority to shutdown work by the PRWC if the PRWC's activities are judged to be unsafe by the FGT representative. The FGT representative will be invited to participate in PRWC's safety meetings. This provision applies each time FGT's pipeline facilities are crossed.
3. Existing ground elevation (a minimum of three feet [3'] of pipeline cover) is to be maintained over the subsurface pipeline facilities within the easement area. Three feet (3') of minimum cover will also be required over the pipeline facilities at all equipment crossings for standard FDOT maximum axle load vehicles (20,000 lbs. per axle; 80,000 lbs. maximum weight).
4. For vehicles and/or construction equipment requesting approval to cross FGT's facilities, each crossing location will be reviewed on a case-by-case, site-specific basis and will require the surveyed elevation of the pipeline and/or facility verified by an FGT field representative to be performed by the party requesting the crossing encroachment and submitted to FGT. The execution of a wheel load calculation must be completed and approved by FGT prior to crossing FGT's facilities for every vehicle and/or construction equipment requesting to cross. FGT may require matting or other suitable material be installed to achieve the necessary support for such crossing. This too will be site specific and case-by-case only.
5. Where consent for roadway crossings has been granted, a minimum of forty-eight inches (48") of cover, including thirty-six (36") of undisturbed or compacted soil, shall be maintained within the easement area. All roads must cross the easement at a ninety degree (90°) angle.
6. When crossing an FGT pipeline (via drill or open lay) PRWC must visually verify the elevation of the pipeline both vertically and horizontally, by means of various methods such as SUE (subsurface utility excavation) etc., with an FGT field representative on-site at all times during this operation. When using direction drill method, a minimum vertical clearance of ten feet (10') from the pipeline is required across the entire easement.
7. Where the encroachment includes utilities, all such utilities crossing the easement area must have a minimum separation of twenty-four inches (24") between the utility and the FGT pipeline(s) at the point of crossing and must cross at a ninety degree (90°) angle. No utilities shall be constructed between the surface of the easement area and the top of the subsurface pipeline facilities unless agreed to in writing by FGT. No parallel utilities, structures, and/or appurtenances are permitted within the easement area. All proposed aerial crossings will be reviewed on a case-by-case basis.
8. Where consent for utility lines has been granted, electric lines must be encased in pvc or steel throughout the entire easement area. All fiber optic, telephone and cable television crossing encasements to be determined by the on-site FGT field representative. Cables energized to 600 volts or more must cross a minimum of three feet (3') below the subsurface pipeline facilities, and also be encased in concrete, color coded red, across the entire easement width, and have external, spiral wound, neutrals grounded on each side of the easement. The cable crossing should be clearly and permanently marked on each side of the easement where permissible.
9. Where consent for fencing has been granted, the PRWC must install and maintain a vehicle access gate at least twelve feet (12') in width at each point in the fence line(s) crossing the easement area. Posthole excavations for fencing placed on the easement area shall not be greater than eighteen inches (18") below the ground surface elevation. No fence posts shall be placed over the pipeline facilities or closer than six feet (6') on either side of the pipeline facilities. Any exceptions will be determined by an FGT field representative. Any such fence shall be constructed and maintained by PRWC in such a manner that does not prevent FGT personnel from viewing the easement area from the ground level through the fence(s) (i.e. no solid fences allowed). No fencing parallel to the FGT pipeline facilities will be allowed within the easement area. FGT's access to its pipeline facilities shall be maintained by PRWC. If the gate is locked with PRWC's lock, PRWC shall provide FGT with keys or allow a FGT lock to enable access.

10. No above or below ground utility appurtenances, junction boxes or retention ponds shall be allowed within the easement area.
11. No roto-mixing or vibrating machinery is allowed within the easement area.
12. When conducting pile driving operations, PRWC shall adhere to a minimum separation of twenty-five feet (25') from the outside edge of the FGT pipeline.
13. Ditches shall be sloped or shoring will be used to allow entry into the excavation. Time will be allowed for a FGT representative to inspect and make coating repairs as the subsurface pipeline facilities are exposed.
14. Twelve inches (12") of backfill around the subsurface pipeline facilities shall be sand or clean fill; free of rocks and debris. Rock Shield will be installed around pipeline facilities.
15. With prior approval, no more than twenty feet (20') of pipe shall be exposed at any given time; if more than twenty feet (20') of pipe is to be exposed, all Standard Operating Procedures (SOP) must be adhered to, pressure reductions must be scheduled at least one (1) year in advance and engineering stress calculations must be performed by FGT Engineering and approved by FGT operations prior to allowing any more than the twenty feet (20') of exposed pipe.
16. With prior approval and an FGT representative on site at all times, excavation equipment equipped with toothless buckets may be allowed to dig or excavate within three (3) feet of the pipeline facilities. All other construction/excavation equipment will not be allowed to perform any excavation within three feet (3') of the pipeline facilities. All mechanical excavation performed within three feet (3') of the pipeline will be performed parallel to the pipeline (i.e. track-hoe may not reach over the pipeline to dig on the opposite side of the pipeline).
17. All excavation within twenty-four (24") from the top or thirty-six inches (36") from the side or bottom of the pipeline shall be by manual means. After top exposure, excavation up to twenty four inches (24") from the side or bottom of the exposed pipeline may proceed by mechanical means if the FGT representative is satisfied it may be done safely with the equipment and operator available.
18. Barriers adequate to prevent vehicular damage to any exposed pipeline facilities shall be installed and maintained at all times.
19. All FGT pipeline facilities, cathodic protection equipment, and test lead wires shall be protected from damage by construction activity at all times.
20. No installation, construction, excavation, or demolition work shall be performed within the easement area on weekends or holidays unless PRWC agrees to reimburse FGT for its cost, including overtime costs, associated with inspection during those periods.
21. The PRWC shall provide and install temporary construction fence along the easement boundaries for the entire length of the proposed work area to preserve and protect the pipeline(s). The fence must be maintained for the duration of the development or construction activity. Access across FGT's easement will be granted at specific locations for vehicle and equipment traffic once a wheel load calculation has been completed. Additional cover or matting may be required. Any changes to this requirement must be approved in writing by FGT prior to start of work.
22. Where consent for landscaping has been granted, PRWC shall not plant shrubs on the easement area which are classified as "deep rooted" or are projected to exceed an eventual growth height of four (4) feet. Shrubs shall be planted so that no part, at its ultimate growth, shall be closer than ten feet (10') to the pipeline facilities. No trees shall be planted on the easement.
23. These Engineering and Construction Specifications may address activities on the easement area for which FGT has not granted consent to PRWC to include as part of the encroachment. Notwithstanding anything to the contrary contained in these Engineering and Construction Specifications, FGT's consent is and shall be limited to the encroachment as described and limited by the Encroachment Agreement to which this Exhibit is attached.

Project No.: 24-338  
Tract No.: FLBYA-POLK-105GB

**EXHIBIT "B"**

Attached to and made a part of that certain  
**ENCROACHMENT AGREEMENT**

Dated \_\_\_\_\_, 2025

By and between

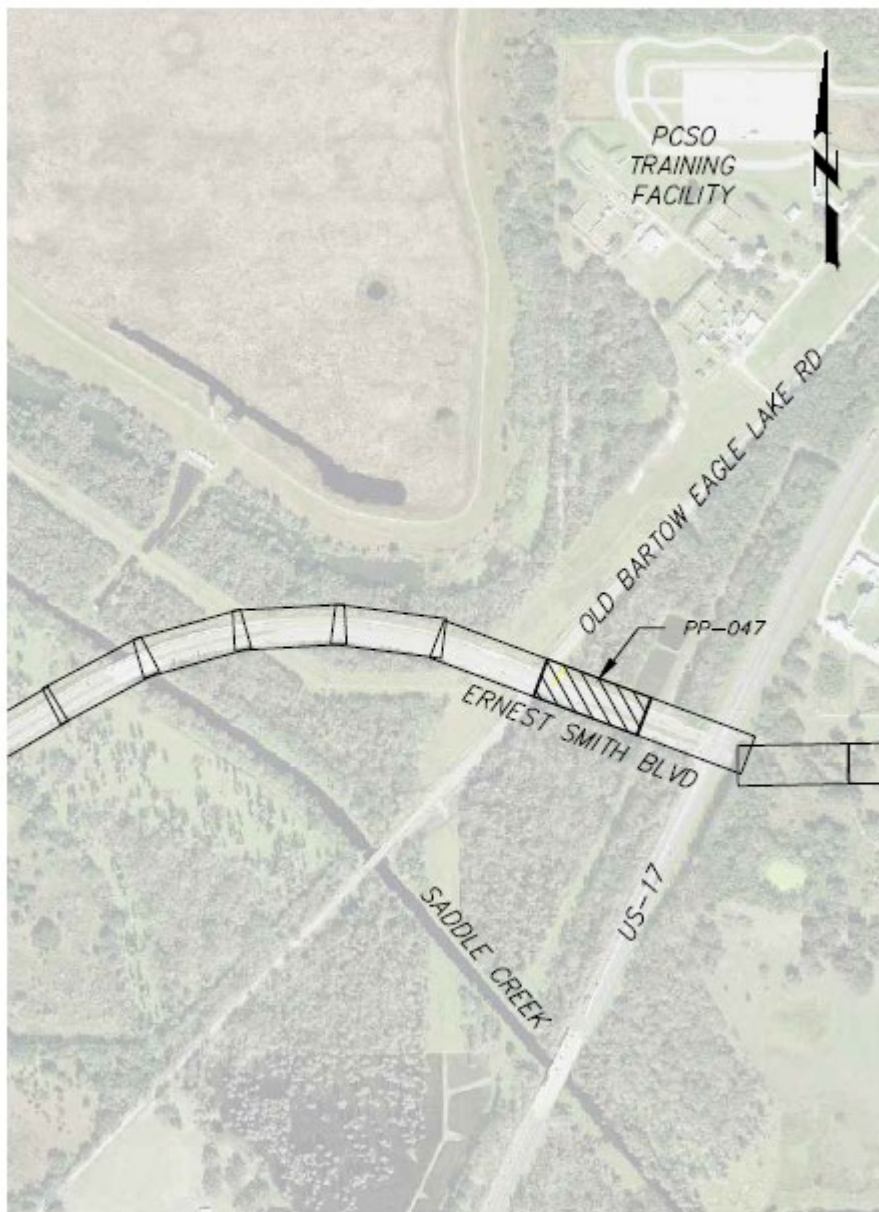
**FLORIDA GAS TRANSMISSION COMPANY, LLC**

And **POLK REGIONAL WATER COOPERATIVE**, a Political subdivision of the State of Florida

**DESCRIPTION OF THE OWNED PREMISES**

Eagle Lake Rd and Ernest Smith Blvd

Section 28, Township 29 South, Range 25 East

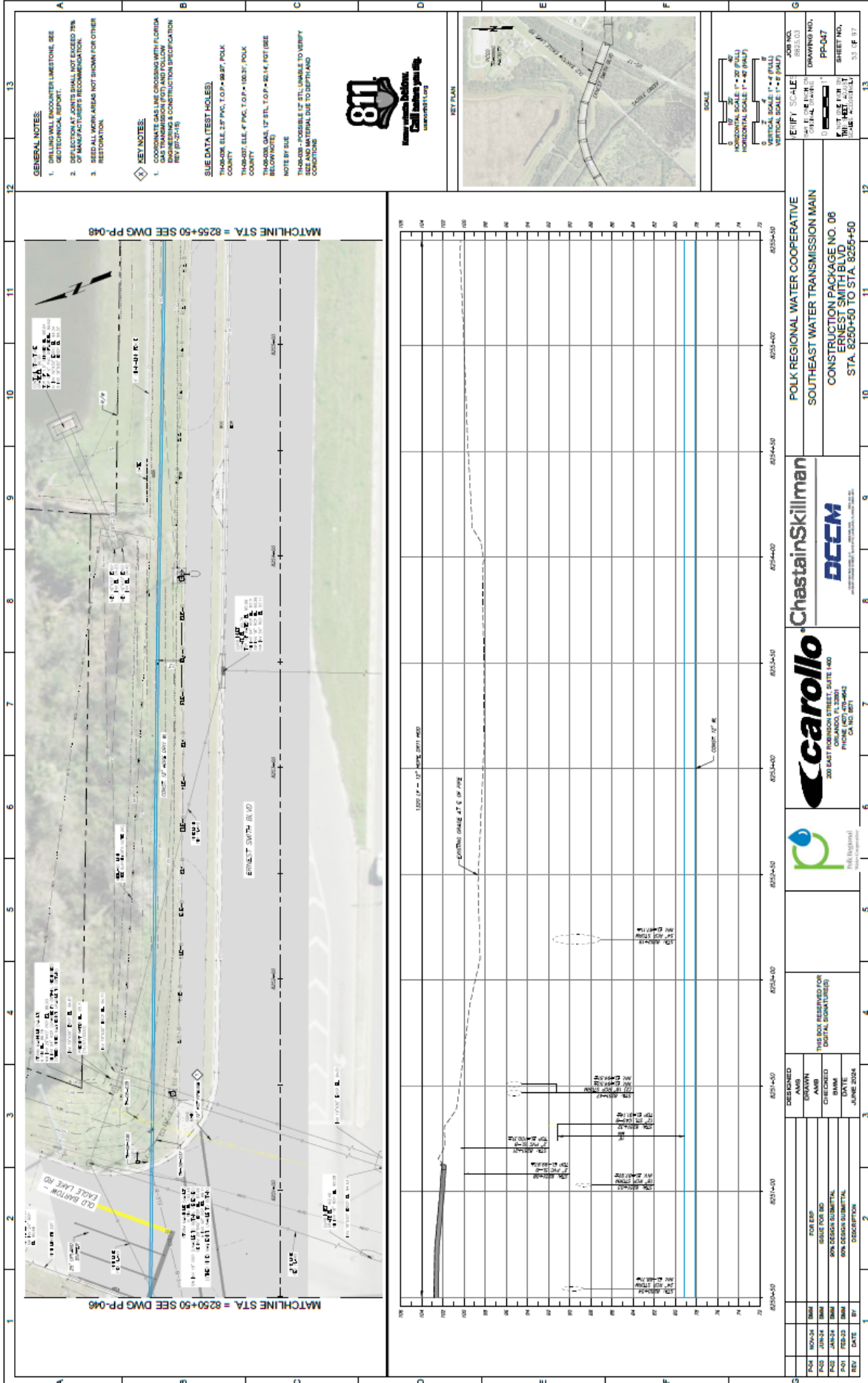


**EXHIBIT "C"**

Attached to and made a part of that certain  
**ENCROACHMENT AGREEMENT**  
 Dated \_\_\_\_\_, 2025

By and between  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
 And **POLK REGIONAL WATER COOPERATIVE**, a Political subdivision of the State of Florida

**DESCRIPTION AND DRAWINGS OF THE ENCROACHMENT**



# Exhibit C



This Instrument Prepared By and Return To:  
Right-of-Way Department/Amy Powell  
Florida Gas Transmission Company  
2301 Lucien Way, Suite 200  
Maitland, Florida 32751

Project No.: 23-175  
Tract No.: FLBYA-POLK-104RR

## ENCROACHMENT AGREEMENT

**THIS ENCROACHMENT AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, ("FGT"), with principal offices at 1300 Main Street, Houston, Texas 77002 and **POLK REGIONAL WATER COOPERATIVE**, a Political subdivision of the State of Florida, ("PRWC"), whose address is 330 W Church Street, Bartow, Florida 33821-9005.

### **WITNESSETH THAT:**

**WHEREAS**, FGT is the owner and holder of an easement under the provisions of that certain Easement Grant dated June 2, 1986, and recorded in Book 2431, Page 224, Official Records, Polk County, Florida; ("Easement Agreement"), covering lands located in Section 22, Township 29 South, Range 25 East, Official Records, Polk County, Florida as described in the Easement Agreement ("Lands"); and

**WHEREAS**, pursuant to the authority contained in the Easement Agreement, FGT has constructed and currently operates and maintains a twelve-inch (12") natural gas pipeline and related surface and subsurface appurtenances, (collectively, the "Pipeline Facilities"), across and through the Lands; and

**WHEREAS**, PRWC has been granted a permit by the present owner, Polk County, of that portion of the Lands described in Exhibit "B" attached hereto and made a part hereof for all purposes ("Owned Premises"), with Pipeline Facilities situated thereon;

**WHEREAS**, PRWC seeks consent to install an eight inch (8") HDPE water line under the pipeline crossing the thirty-foot (30') FGT Easement ("Easement Area") and the Pipeline Facilities as depicted on Exhibit "C" attached hereto and made a part hereof ("Encroachment"), pursuant to the terms and provisions of this Agreement; and

**WHEREAS**, PRWC has been advised by FGT that FGT is a natural gas transmission company and that FGT operates a high pressure underground natural gas Pipeline Facilities through the Owned Premises; and

**WHEREAS**, PRWC has requested written consent from FGT to maintain, use, and enjoy the Encroachment upon a portion of the Easement Area and in close proximity to the Pipeline Facilities; and

**WHEREAS**, FGT is willing to grant such consent upon the terms and conditions hereafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth in this Encroachment Agreement, FGT and PRWC agree as follows:

1. To the extent that FGT has the right to do so, FGT hereby grants consent to PRWC to maintain, operate and use the Encroachment on the Owned Premises and the Easement Area, and in close proximity to the Pipeline Facilities, subject to compliance with the following terms and conditions:

A. PRWC hereby assumes all risks for damages, injuries, or loss to either property or persons, caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment.

B. The consent granted herein is limited exclusively to the proposed Encroachment upon the Owned Premises within the Easement Area. PRWC shall not alter the grade or permit such alteration anywhere on the Easement Area without the prior express written consent of FGT.

C. PRWC shall at all times conduct all activities on the Easement Area in such a manner as not to interfere with or impede the operation and maintenance of the Pipeline Facilities, as conducted in accordance with the Easement agreement.

D. Except as to the Encroachment, PRWC shall not construct, plant or create additional improvements of any kind, including but not limited to, fences, sheds, irrigation or drainage systems, utilities, decking, pole barns, parking lots, roadways, pools, ponds, trees or shrubs within the confines of the Easement Area without the prior express written consent of FGT.

E. PRWC understands and agrees that FGT may not have the authority to grant PRWC permission to construct the Encroachment in the Easement Area. This Agreement merely defines the terms by which FGT will not object, and that PRWC will obtain permission for the Encroachment from the underlying fee PRWC of the Lands or third parties having an interest in the Owned Premises. The consent granted by this instrument shall not constitute or be construed as a subordination, merger, assignment, conveyance or relinquishment of any of the right, title and interest of FGT under the provisions of the Easement Agreement.

2. PRWC agrees that the Encroachment and any additional approved improvements constructed or installed in the Easement Area shall be constructed in accordance with the Engineering and Construction Specifications detailed in Exhibit "A" attached hereto and made a part hereof. Installation, construction, maintenance, repair and replacement of the Encroachment shall be the sole responsibility and performed at the sole cost and expense of PRWC.

3. PRWC agrees to indemnify, protect, and hold harmless FGT, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents (hereinafter "FGT Entities") from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees (all, collectively, "Liability"), that are caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment as stated herein, except where any such Liability was proximately caused solely by the acts, or omissions, or the intentional or willful misconduct of FGT or any of the FGT Entities; provided, however, the PRWC's aggregate responsibilities to FGT, the FGT Entities and to any third parties regarding such Liability shall not exceed the limits (the "PRWC Liability Limits") of liability stated in section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or any other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the PRWC is responsible to FGT, any of the FGT Entities, or to any third party for any Liability or other obligation in amounts exceeding the PRWC Liability Limits under any legal theory, claim, or cause of action.

In addition, PRWC agrees to indemnify, defend and hold harmless FGT and the FGT Entities from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney's fees, arising from: (a) non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the Encroachment on the Owned Premises and the Easement Area described herein, and (b) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the Easement Area caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, (iii) give rise to

any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, (iv) adversely affect human health or the environment at or near the Easement Area, or (v) constitute a violation of the terms of this Encroachment Agreement, except where any of the foregoing was proximately caused solely by the acts, or omissions, or the intentional or willful misconduct of FGT or any of the FGT Entities. PRWC's aggregate responsibilities to FGT, the FGT Entities and to any third parties regarding such Additional Liability shall not exceed the limits (the "PRWC Liability Limits") of liability stated in section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or any other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the PRWC is responsible to FGT, any of the FGT Entities, or to any third party for any Liability or other obligation in amounts exceeding the PRWC Liability Limits under any legal theory, claim, or cause of action.

4. PRWC shall take reasonable steps to protect the Pipeline Facilities at all times during the performance of any work associated with the Encroachment including maintaining a minimum of three feet (3') of cover over the subsurface Pipeline Facilities at all times.

5. Should FGT need to remove any of the Encroachment within the Easement Area in order to construct, maintain, operate, repair, remove, replace or resize the Pipeline Facilities then, except in the case of emergency threatening life or property damage, FGT shall provide PRWC at least one hundred and eighty days (180) days advance written notice describing in detail the work to be performed, the duration of the work with anticipated start and completion dates. FGT shall take steps to make sure that the PRWC will continue to have access to the OWNED Premises while work is being done in the Easement Area. When work is immediately required because of an emergency threatening life or property damage, FGT shall notify the PRWC as soon as reasonably practicable to do so. PRWC shall pay the cost of removing and replacing or reinstalling the Encroachment. In addition, all repair and maintenance work performed by FGT on its existing or additional Pipeline Facilities located on the Easement Area, shall be performed in a reasonable workmanlike manner and FGT shall restore the surface and grade of Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to the Encroachment or any equipment and facilities that exist within the Easement Area, and in this regard, PRWC hereby releases FGT and the FGT Entities from any and all liability for any such loss or damage.

6. INTENTIONALLY DELETED.

7. This Agreement in no way constitutes a waiver by FGT of its rights to enjoy the Easement Area unencumbered by the construction, operation, maintenance or use of the Encroachment within the Easement Area.

8. It is expressly agreed to by and between FGT and PRWC that if PRWC is in violation of any terms or conditions set forth in this Encroachment Agreement, FGT, at its option, may terminate FGT's consent to the Encroachment upon ten (10) days' notice to the PRWC; provided however, that any such termination shall not become effective: (a) if within thirty (30) days after the receipt of such notice of proposed termination, PRWC cures such violation, or (b) if the cure cannot reasonably be completed within such thirty (30) day time period, PRWC commences efforts to cure within ten (10) days after receipt of FGT's notice and thereafter diligently works to complete the cure. PRWC expressly agrees that if FGT terminates its consent to the Encroachment based upon PRWC's failure to cure a violation of the Easement Agreement, the Encroachment Agreement, or both, PRWC will continue to be bound by the terms of the Easement Agreement and the Encroachment Agreement, and PRWC shall, within one hundred and eighty days (180) after FGT's termination becomes effective, remove any and all of the Encroachment which may be situated on the Easement Area, or if PRWC fails to remove any and all of the Encroachment, FGT may, at its option, remove the Encroachment at the expense of PRWC and without any liability whatsoever. If such violation by PRWC constitutes or results in an emergency or a dangerous condition, FGT shall only be required to provide whatever prior notice is reasonable under the circumstances before exercising its rights to remove the Encroachment or otherwise cure the violation. The failure of FGT to exercise the option to terminate as to any such violation shall not constitute a waiver of

Project No.: 23-175  
Tract No.: FLBYA-POLK-104RR

FGT's future right to exercise such option as to the same or any future violation. PRWC agrees to pay FGT's costs, including attorneys' fees and costs, arising out of the enforcement of the terms of the Easement Agreement, the Encroachment Agreement, or both. The remedies outlined herein are not exclusive and FGT does not waive any legal or equitable remedies.

9. The provisions of the Easement Agreement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, shall remain in full force and effect and are not affected hereby except to the extent and in the manner specifically and particularly set forth herein.

10. PRWC and FGT stipulate and agree that the statements and information contained in the introductory paragraphs and recitations of this Agreement are true and correct and are incorporated herein by this reference.

11. This instrument and the covenants and agreements herein contained shall extend to and be binding upon PRWC and the heirs, executors, personal representatives, successors and assigns of PRWC and upon FGT and the successors and assigns of FGT and the benefits of this Agreement shall run with the land. Unless terminated as described in Section 8, above, this Agreement shall remain in force and effect unless FGT has abandoned the use of the Pipeline Facilities for a period of three (3) years and has received approval from the appropriate governmental authority to abandon the Pipeline Facilities. This Encroachment Agreement may be executed in counterparts, each of which when conformed shall be an original and all of which together shall constitute a single document.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;**

**THE AGREEMENT CONTNUES ON THE FOLLOWING PAGE**

**WITH THE PARTIES' SIGNATURES**

Project No.: 23-175  
Tract No.: FLBYA-POLK-104RR

**IN WITNESS WHEREOF**, the parties have executed this instrument the day and year first above written.

**WITNESSES:**

**“FGT”  
FLORIDA GAS TRANSMISSION  
COMPANY, LLC**

\_\_\_\_\_  
Name: \_\_\_\_\_

By \_\_\_\_\_  
**DAVID SHELLHOUSE  
VICE PRESIDENT**

\_\_\_\_\_  
Name: \_\_\_\_\_

**ATTEST:**

**“PRWC”  
POLK REGIONAL WATER  
COOPERATIVE, Political subdivision  
of the state of Florida**

\_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_, 2025

By \_\_\_\_\_  
Eric DeHaven, Executive Director

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
County Attorney’s Office

**ACKNOWLEDGEMENTS**

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by **DAVID SHELLHOUSE, VICE PRESIDENT OF FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public  
Name (Printed): \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**EXHIBIT "A"**

**Attached to and made a part of that certain  
ENCROACHMENT AGREEMENT**

**Dated \_\_\_\_\_, 2025**

**By and between**

**FLORIDA GAS TRANSMISSION COMPANY, LLC**

**And POLK REGIONAL WATER COOPERATIVE, a Political subdivision of the State of Florida**

**ENGINEERING AND CONSTRUCTION SPECIFICATIONS**

1. No work can be done in FGT's easement property unless FGT has reviewed and approved the plans and an agreement in writing has been entered into between the parties.
2. PRWC shall provide a minimum of forty-eight (48) hours' notice to FGT prior to any installation, construction, excavation, or demolition work on the easement area. To ensure further safety, PRWC must call appropriate ONE CALL for a locate at 1-800-432-4770. An FGT representative must be present when any work is done on the easement area. The onsite FGT representative will have the authority to shutdown work by the PRWC if the PRWC's activities are judged to be unsafe by the FGT representative. The FGT representative will be invited to participate in PRWC's safety meetings. This provision applies each time FGT's pipeline facilities are crossed.
3. Existing ground elevation (a minimum of three feet [3'] of pipeline cover) is to be maintained over the subsurface pipeline facilities within the easement area. Three feet (3') of minimum cover will also be required over the pipeline facilities at all equipment crossings for standard FDOT maximum axle load vehicles (20,000 lbs. per axle; 80,000 lbs. maximum weight).
4. For vehicles and/or construction equipment requesting approval to cross FGT's facilities, each crossing location will be reviewed on a case-by-case, site-specific basis and will require the surveyed elevation of the pipeline and/or facility verified by an FGT field representative to be performed by the party requesting the crossing encroachment and submitted to FGT. The execution of a wheel load calculation must be completed and approved by FGT prior to crossing FGT's facilities for every vehicle and/or construction equipment requesting to cross. FGT may require matting or other suitable material be installed to achieve the necessary support for such crossing. This too will be site specific and case-by-case only.
5. Where consent for roadway crossings has been granted, a minimum of forty-eight inches (48") of cover, including thirty-six (36") of undisturbed or compacted soil, shall be maintained within the easement area. All roads must cross the easement at a ninety degree (90°) angle.
6. When crossing an FGT pipeline (via drill or open lay) PRWC must visually verify the elevation of the pipeline both vertically and horizontally, by means of various methods such as SUE (subsurface utility excavation) etc., with an FGT field representative on-site at all times during this operation. When using direction drill method, a minimum vertical clearance of ten feet (10') from the pipeline is required across the entire easement.
7. Where the encroachment includes utilities, all such utilities crossing the easement area must have a minimum separation of twenty-four inches (24") between the utility and the FGT pipeline(s) at the point of crossing and must cross at a ninety degree (90°) angle. No utilities shall be constructed between the surface of the easement area and the top of the subsurface pipeline facilities unless agreed to in writing by FGT. No parallel utilities, structures, and/or appurtenances are permitted within the easement area. All proposed aerial crossings will be reviewed on a case-by-case basis.
8. Where consent for utility lines has been granted, electric lines must be encased in pvc or steel throughout the entire easement area. All fiber optic, telephone and cable television crossing encasements to be determined by the on-site FGT field representative. Cables energized to 600 volts or more must cross a minimum of three feet (3') below the subsurface pipeline facilities, and also be encased in concrete, color coded red, across the entire easement width, and have external, spiral wound, neutrals grounded on each side of the easement. The cable crossing should be clearly and permanently marked on each side of the easement where permissible.
9. Where consent for fencing has been granted, the PRWC must install and maintain a vehicle access gate at least twelve feet (12') in width at each point in the fence line(s) crossing the easement area. Posthole excavations for fencing placed on the easement area shall not be greater than eighteen inches (18") below the ground surface elevation. No fence posts shall be placed over the pipeline facilities or closer than six feet (6') on either side of the pipeline facilities. Any exceptions will be determined by an FGT field representative. Any such fence shall be constructed and maintained by PRWC in such a manner that does not prevent FGT personnel from viewing the easement area from the ground level through the fence(s) (i.e. no solid fences allowed). No fencing parallel to the FGT pipeline facilities will be allowed within the

Project No.: 23-175  
Tract No.: FLBYA-POLK-104RR

easement area. FGT's access to its pipeline facilities shall be maintained by PRWC. If the gate is locked with PRWC's lock, PRWC shall provide FGT with keys or allow a FGT lock to enable access.

10. No above or below ground utility appurtenances, junction boxes or retention ponds shall be allowed within the easement area.
11. No roto-mixing or vibrating machinery is allowed within the easement area.
12. When conducting pile driving operations, PRWC shall adhere to a minimum separation of twenty-five feet (25') from the outside edge of the FGT pipeline.
13. Ditches shall be sloped or shoring will be used to allow entry into the excavation. Time will be allowed for a FGT representative to inspect and make coating repairs as the subsurface pipeline facilities are exposed.
14. Twelve inches (12") of backfill around the subsurface pipeline facilities shall be sand or clean fill; free of rocks and debris. Rock Shield will be installed around pipeline facilities.
15. With prior approval, no more than twenty feet (20') of pipe shall be exposed at any given time; if more than twenty feet (20') of pipe is to be exposed, all Standard Operating Procedures (SOP) must be adhered to, pressure reductions must be scheduled at least one (1) year in advance and engineering stress calculations must be performed by FGT Engineering and approved by FGT operations prior to allowing any more than the twenty feet (20') of exposed pipe.
16. With prior approval and an FGT representative on site at all times, excavation equipment equipped with toothless buckets may be allowed to dig or excavate within three (3) feet of the pipeline facilities. All other construction/excavation equipment will not be allowed to perform any excavation within three feet (3') of the pipeline facilities. All mechanical excavation performed within three feet (3') of the pipeline will be performed parallel to the pipeline (i.e. track-hoe may not reach over the pipeline to dig on the opposite side of the pipeline).
17. All excavation within twenty-four (24") from the top or thirty-six inches (36") from the side or bottom of the pipeline shall be by manual means. After top exposure, excavation up to twenty four inches (24") from the side or bottom of the exposed pipeline may proceed by mechanical means if the FGT representative is satisfied it may be done safely with the equipment and operator available.
18. Barriers adequate to prevent vehicular damage to any exposed pipeline facilities shall be installed and maintained at all times.
19. All FGT pipeline facilities, cathodic protection equipment, and test lead wires shall be protected from damage by construction activity at all times.
20. No installation, construction, excavation, or demolition work shall be performed within the easement area on weekends or holidays unless PRWC agrees to reimburse FGT for its cost, including overtime costs, associated with inspection during those periods.
21. The PRWC shall provide and install temporary construction fence along the easement boundaries for the entire length of the proposed work area to preserve and protect the pipeline(s). The fence must be maintained for the duration of the development or construction activity. Access across FGT's easement will be granted at specific locations for vehicle and equipment traffic once a wheel load calculation has been completed. Additional cover or matting may be required. Any changes to this requirement must be approved in writing by FGT prior to start of work.
22. Where consent for landscaping has been granted, PRWC shall not plant shrubs on the easement area which are classified as "deep rooted" or are projected to exceed an eventual growth height of four (4) feet. Shrubs shall be planted so that no part, at its ultimate growth, shall be closer than ten feet (10') to the pipeline facilities. No trees shall be planted on the easement.
23. These Engineering and Construction Specifications may address activities on the easement area for which FGT has not granted consent to PRWC to include as part of the encroachment. Notwithstanding anything to the contrary contained in these Engineering and Construction Specifications, FGT's consent is and shall be limited to the encroachment as described and limited by the Encroachment Agreement to which this Exhibit is attached.

**EXHIBIT "B"**

Attached to and made a part of that certain  
**ENCROACHMENT AGREEMENT**

Dated \_\_\_\_\_, 2025

By and between

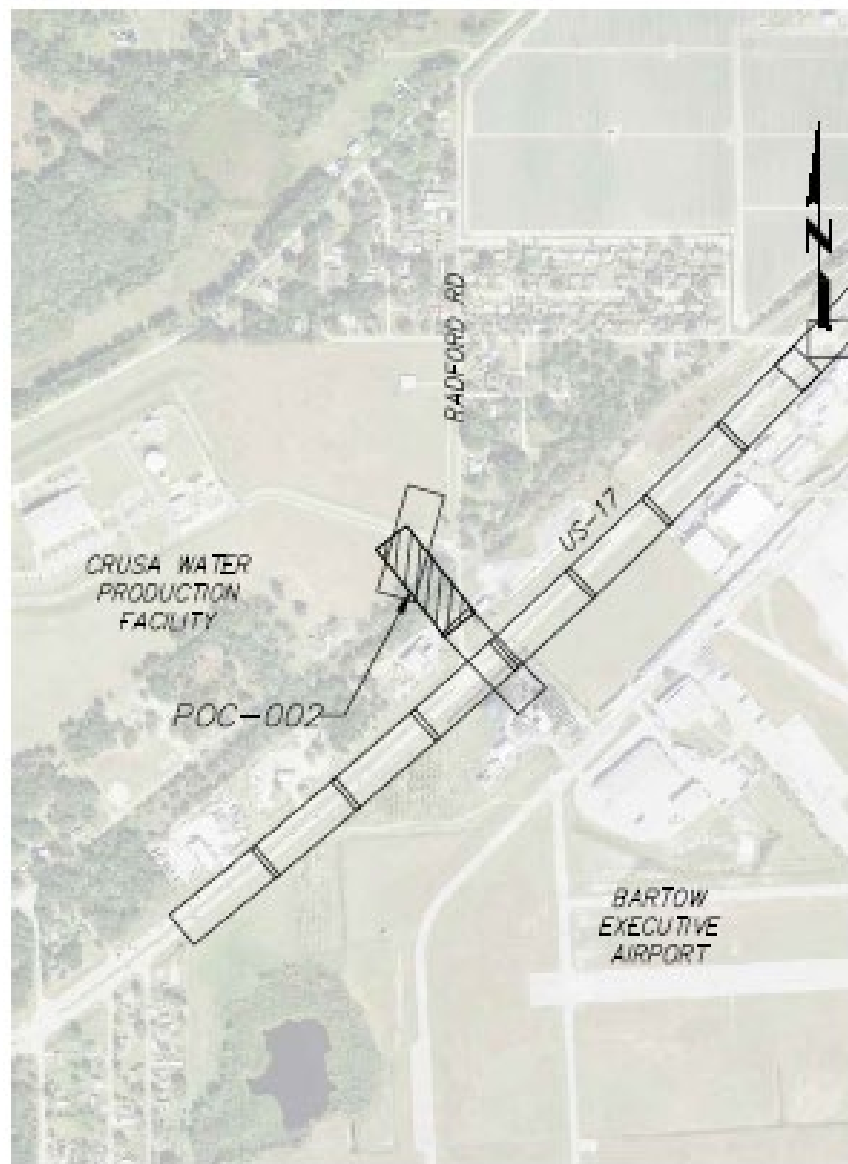
**FLORIDA GAS TRANSMISSION COMPANY, LLC**

And **POLK REGIONAL WATER COOPERATIVE**, a Political subdivision of the State of Florida

**DESCRIPTION OF THE OWNED PREMISES**

Richardson Road and Radford Road

Section 22, Township 29 South, Range 25 East





**EXHIBIT "C"**

Attached to and made a part of that certain  
**ENCROACHMENT AGREEMENT**  
 Dated \_\_\_\_\_, 2025

By and between  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
 And **POLK REGIONAL WATER COOPERATIVE**, a Political subdivision of the State of Florida

**DESCRIPTION AND DRAWINGS OF THE ENCROACHMENT**

