RESOLUTION NO. ____

PROPOSED RESOLUTION NO. 19-047

A RESOLUTION RELATING TO WASTEWATER SERVICE; AUTHORIZING EXECUTION OF A WASTEWATER SERVICE AGREEMENT WITH THE SEMINOLE TRIBE OF FLORIDA TO PROVIDE WASTEWATER SERVICE TO PROPERTY LOCATED APPROXIMATELY ONE-HALF MILE NORTH OF OLD POLK CITY ROAD, EAST OF MOORE ROAD AND WEST OF BRYANT ROAD; ADOPTING FINDINGS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seminole Tribe of Florida, an organized Indian Tribe as defined in Section 1 of the Indian Reorganization Act of 1934 (the "Seminole Tribe") is desirous of connecting to the City of Lakeland's wastewater facilities in order to provide wastewater service to property owned by it and located approximately one-half mile north of Old Polk City Road, east of Moore Road and west of Bryant Road (the "Property"); and

WHEREAS, the Seminole Tribe plans to construct new residential facilities on the Property and has applied to the City for service and the reservation of 59,500 gallons of wastewater treatment capacity to support their residential development; and

WHEREAS, based upon the City's current wastewater system flows, the City has sufficient capacity to serve the Property as requested; and

WHEREAS, the Seminole Tribe has agreed to be wholly responsible for the design, permitting and construction of all wastewater improvements necessary to connect the Property to the City's wastewater facilities, including a lift station with emergency standby power and a flow meter, approximately 5,060 linear feet of

new 6-inch force main and the rehabilitation of 9,713 linear feet of existing 8-inch force main; and

WHEREAS, following City approval of the above wastewater improvements, the Seminole Tribe will convey said improvements to the City at no cost to the City, whereupon the City shall assume responsibility for the maintenance and operation of the improvements; and

WHEREAS, the Seminole Tribe will design, permit and construct all wastewater facilities within the Property, which shall remain under the ownership of the Seminole Tribe, with the exception of the lift station described above, and all costs and expenses associated with the operation and maintenance of such improvements within the Property, with the exception of the lift station, shall be the sole responsibility of the Seminole Tribe; and

WHEREAS, the City Commission finds that it will further the public health, safety and welfare of the City of Lakeland to enter into the Wastewater Service Agreement attached hereto and to provide wastewater service to the Property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKELAND, FLORIDA:

SECTION 1. The foregoing findings are true and correct and are adopted herein and made a part hereof by reference.

SECTION 2. The City Commission hereby approves and authorizes the Mayor and other appropriate City officials to execute the attached Wastewater Service Agreement.

SECTION 3. This Resolution shall take effect immediately upon passage.

PASSED AND CERTIFIED AS TO PASSAGE this 5th day of August, A.D. 2019.

_____
H. WILLIAM MUTZ, MAYOR

ATTEST: _____
KELLY S. KOOS, CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS: _____
TIMOTHY J. MCCAUSLAND
CITY ATTORNEY

WASTEWATER SERVICE AGREEMENT

THIS WASTEWATER SERVICE AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2019, by and between the **City of Lakeland**, a Florida municipal corporation, whose address is 228 South Massachusetts Avenue, Lakeland, Florida 33801, (hereinafter referred to as **"City"**) and the **Seminole Tribe of Florida**, an organized Indian Tribe as defined in Section 1 of the Indian Reorganization Act of 1934 codified in 25 U.S.C. 5123, whose address is 6300 Stirling Road, Hollywood, Florida 33024 (hereinafter referred to as **"Developer")**, and collectively referred to as the **"Parties".**

WITNESSETH

Whereas, Developer owns or controls property located in Polk County Florida as described in **Exhibit "A"**, hereinafter referred to as the **"Property"**, located on Developer's sovereign lands and desires to construct residential premises upon the Property, and desires to provide sanitary sewer service to said residential premises at Developer's sole cost and expense; and

Whereas, City is the sole wastewater purveyor serving the Property and as such owns, operates, and maintains wastewater collections lines and one or more wastewater treatment plants hereinafter referred to as **"Utility"**; and

Whereas, Developer is required to execute this Agreement setting forth such reasonable provisions governing the Developer's and City's obligations and responsibilities pertaining to the provision of wastewater service to the Property such as the manner and method of paying fees, inclusive of Impact Fees; and

Whereas, City is willing to provide wastewater service and permit Developer to connect to Utility.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 **Incorporation of Recitals:** The forgoing recitals are true and correct and are incorporated herein by reference.

2.0 **Incorporation of City Documents:** The City of Lakeland Water Utilities Rates, Charges, and fees at their current rate and as may be raised from time to time by action of the City Commission of the City of Lakeland are incorporated herein by this reference. City and Developer acknowledge that City does not have jurisdiction over any portion of the project located within Developer's sovereign lands, however, the Parties agree to work cooperatively and timely respond to all issues or abnormal event associated with the system in accordance with Chapter 102 of the City Code of Ordinances and state and federal rules and statutes regulating sanitary sewer systems.

3.0 Design and Construction of Facilities:

3.1 Developer understands and agrees that it shall be wholly responsible for the design, applicable permitting and construction of the wastewater improvements necessary to connect to the Utility (these improvements to include a duplex lift station with emergency standby power with new flow meter, approximately 5,060 linear feet of new 6-inch force main and rehabilitation of 9,713 linear feet of existing 8-inch force main.) The design of these improvements shall require City approval. A depiction of these improvements hereafter referred to as **"Connection Facilities"** and their locations is attached hereto as **Exhibit "B"**. Following construction and City's inspection and approval of the Connection Facilities, Developer will convey same to City as evidenced by a Bill of Sale, at no cost to City, whereupon City shall assume sole responsibility for the maintenance and operation of these improvements. The instrument of conveyance of the necessary property rights shall be by the granting of an exclusive utility easement for the lift station site and a nonexclusive utility easement over the associated pipelines to be owned and maintained by the City and will include rights of ingress/egress to allow the City to operate and maintain the Connection Facilities.

3.2 The Developer will design and construct all wastewater facilities and necessary appurtenances within the Property for connection to the Utility. All wastewater improvements within the Property shall remain in the ownership of Developer, and all costs and expenses associated with the operation and maintenance of the improvements shall be the sole responsibility of the Developer. A schedule of facilities and corresponding construction costs is attached hereto as **Exhibit "C"**. Notwithstanding the above, it is understood by the Parties that the lift station and sewage flow meter located within the Property and conveyed to the City as described in the preceding paragraph, shall be owned and maintained at the sole expense of City.

4.0 Additional Off Site Requirements: Currently Utility is not available for Developer because offsite force main requires repairs before Developer can connect to Utility and repairs will be effected by Developer at Developer's sole cost in a manner approved by City as detailed in Article 3 above, and such force main inclusive of the repairs shall remain the property of the City with Developer allocated up to 59,500 gallons per day (as further described in attached **Exhibit "D"**) upon payment of all fees and cost inclusive of impact fees.

5.0 Additional On Site Requirements City Requirements: In accordance with Article 3 above Developer shall construct a master lift station complete with emergency standby power generation system of sufficient capacity to deliver all wastewater flows generated by Developer to City via Utility along with a wastewater primary flow meter in order for City to bill Developer for wastewater service, and construction of same shall be completed in strict accordance with City requirements with City being responsible for electrical power

cost upon acceptance of the lift station by City. Developer hereby agrees that the forgoing will include all necessary property rights and ingress /egress rights to allow City reasonable access to own and maintain the master lift station and to read, own and maintain the wastewater flow meter.

6.0 **Additional On Site Requirements Developer Requirements:** Developer shall own, operate, and maintain all wastewater facilities upstream of the facilities discussed in Article 3 above, and Developer shall construct same using reasonable construction techniques with all improvements designed by a Florida licensed professional engineer. City will not provide oversight of Developer's construction of its own facilities; however, City has an interest in eliminating extraneous non wastewater flows from the Utility and may request, per the Notice provisions below, that Developer investigate any indication of extraneous flows identified by City. Developer will report back to City the results of its investigations within thirty (30) days of receipt of notice. All submittals to City regarding extraneous flows shall be stamped and sealed by a professional engineer licensed to practice in the State of Florida.

7.0 **Commencement of Services by City:** Upon the completion of all prerequisites outlined in Articles 3 through 6 above, payment of impact fees outlined in Article 8 below, and clearance by Developer's regulators for all improvements set forth in Exhibit "B", including but not limited to the Florida Department of Environmental Protection, services may commence.

8.0 **Impact Fees:**

8.1 In addition to the requirements of Articles 3 through 6 above the Developer shall pay to City an initial impact fee of $548,313.40 based upon the flowage provided in Article 4 above, and payment of all required impact fees is required prior to commencement of services by the City as described in Article 7 above, and payable at the current rate at the time of payment.

8.2 The City evaluates the wastewater flows of Developer monthly and should it find that Developer has sent City more flowage above the impact fees paid as averaged over a six (6) months rolling period in the preceding paragraph, City will bill Developer for any additional impact fees at the current prevailing rate for similarly situated customers should the Utility have the capacity; and should the Utility not have the capacity, Developers flowage shall conform to Article 4 above. Should Developer find that it is using less wastewater services than impact fees paid on a six months' average, Developer may petition City for a downward modification of flowage and a refund of impact fees at the amount first paid for said flowage capacity. Developer must be the account holder for 24 consecutive months and be active during that period. Refund will be reviewed based on criteria established by City Ordinance.

9.0 **Wastewater Rates and Billing:** City shall bill at least monthly and Developer shall pay for the amount of wastewater sent to the City during the preceding month. In accordance with Article 2, the City Commission may amend the wastewater rates from time to time and may promulgate reasonable rules and regulations regarding the manner in which wastewater services are provided. Rates shall be assessed in accordance with rate ordinances and resolutions for all similarly situated customers.

10.0 **Commercial and/or Industrial Activities:** Developer has no intention of constructing commercial or industrial improvements that would generate abnormal strength wastes. Should this change, Developer will notify City and the Parties agree to work cooperatively to address any such change in use, including, without limitation, an adjustment in rates to reflect higher strength sewage.

11.0 **Alternative Dispute Resolution**

11.1 Modified Mediation Agreement

11.1.1 In the event of any dispute under this Agreement which cannot be readily resolved, it shall be referred to the appropriate executives of the respective Parties for negotiation and resolution as described below:

11.1.2 Either party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties who have not previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved by these persons within thirty (30) days of the disputing Party's notice, or if the Parties fail to meet within ten (10) days, the dispute shall be referred to senior executives of both Parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to senior executives or if no meeting of senior executives has taken place within fifteen (15) days after such referral, either Party may initiate mediation as provided herein.

11.1.3 All negotiations pursuant to this Article shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

11.1.4 If the dispute has not been resolved by negotiation as provided herein, the Parties shall endeavor to settle the dispute by mediation. Either Party may initiate mediation proceedings by a request in writing to the other Party. Thereupon, both Parties will be obligated to engage in mediation. The

proceeding will be conducted in accordance with the then current CPR International Institute for Conflict Prevention & Resolution CPR Mediation Procedure, with the following exceptions:

11.1.5 If the Parties have not agreed within thirty (30) days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either Party, shall appoint a member of the CPR Panels on Neutrals as the mediator; and

11.1.6 Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: (a) a written settlement is reached, or (b) the mediator concludes and informs the Parties in writing that further efforts would not be useful, or (c) the Parties agree in writing that an impasse has been reached. Neither Party may withdraw before the conclusion of the proceeding.

11.1.7 The Parties regard the aforesaid obligation to mediate as essential provision of this Agreement and one that is legally binding on them. In case of a violation of such obligation by either Party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.

11.1.8 If the dispute has not been resolved by negotiation or mediation as provided herein within one hundred twenty (120) days of the initiation of such mediation procedure, either party may initiate litigation upon ten (10) days' written notice to the other Party; provided, however, that if one Party has requested the other to participate in a non-binding procedure, as provided for under this Article, and the other has failed to participate, the requesting Party may initiate litigation before expiration of the above period.

11.1.9 The procedures specified in this article shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this Agreement; provided, however, that a Party may seek a preliminary injunction or other provisional judicial relief if in its reasonable judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the Parties will continue to participate in good faith in the procedures specified in this Article.

12.0 Force Majeure

12.1 For the purpose of this Agreement, an "Event of Force Majeure" means any circumstance not within the reasonable control of the Party affected, but only if

and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of Good Utility Practice, cannot be, or be caused to be, prevented, avoided or removed by such Party, and (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

12.2 For the purposes of this section a Force Majeure shall include but not be limited to fire, chemical or radioactive contamination or ionizing radiation, earthquakes, lightning, cyclones, hurricanes, floods, droughts or such other extreme weather or environmental conditions, unanticipated geological or ground conditions, epidemic, famine, plague or other natural calamities and acts of God, explosion, accident, breakage of a plant or equipment, structural collapse, or chemical contamination, caused by a person not being the affected Party or one of its contractors or subcontractors or any of their respective employees or agents, acts of war (whether declared or undeclared), invasion, acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage, strikes, lockouts, work stoppage, labor disputes, and such other industrial action by workers related to or in response to the terms and conditions of employment of those workers or others with whom they are affiliated save, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the party whose workers resort to such action.

13.0 **Binding Effect:** This Agreement shall inure and be binding upon the Parties, and be binding upon their successors, heirs, and assigns with the limitation that any substitution of parties must be approved by the other party, and that approval shall not be unreasonably withheld.

14.0 **Default**: Should either party breach any condition of this Agreement, the Parties agree to invoke the remedies provided by Article 11 above.

15.0 **Termination**: Wastewater service is required to maintain the health and welfare of a community. Should Developer wish to terminate this Agreement, Developer will notify City in accordance with Article 16 below, and City shall allow Developer sufficient time to make other arrangements for sanitary sewer service. Should City wish to terminate this Agreement, City will notify Developer in accordance with Article 16 below, and City shall allow Developer sufficient time to make other arrangements for sanitary sewer service.

16.0 **Notice:** As Developer's Utility Department does not have an office location on the property and to ensure timely receipt, all notices required pursuant to this Agreement shall be sent electronically and mailed by United States mail to the addresses below.

Notice shall be properly given when the receiving Party responds electronically confirming receipt.

If to City:

Water Utilities Director
City of Lakeland
501 E. Lemon Street
Mail Code W-Admin/Eng
Lakeland, Florida 33801

Email: bill.anderson@lakelandgov.net

With a copy to:

City Attorney's Office
City of Lakeland
228 S. Massachusetts Avenue
Lakeland, Florida 33801

Email: palmer.davis@lakelandgov.net

If to Developer:

Seminole Tribe of Florida
Utilities Department
Attn: Director
5700 Griffin Road,
Davie, Florida 33314

Email: Publicworks@semtribe.com

With a copy to:

Jim Shore, General Counsel
Seminole Tribe of Florida
6300 Stirling Road
Hollywood, Florida 33024

Email: jimshore@semtribe.com

17.0 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, property authorized, executed and delivered by both parties hereto.

18.0 **Third Party Rights:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties. Developer shall not connect third party

19.0 **Venue and Choice of Laws:** The parties agree that this agreement will be governed by the laws of the State of Florida and venue arising from any litigation shall be in the Circuit Court of the Tenth Judicial Circuit, Polk County, State of Florida or the United States District Court for the Middle District of Florida.

20.0 **Severability:** In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise by fully enforceable.

21.0 **Recording in the Public Records:** Upon execution of this Agreement by the Parties, the City will cause this Agreement to be recorded with the Clerk of the Court of Polk County Florida at the Developers expense.

22.0 **Effective Date:** This Agreement shall not become effective until a resolution has been adopted by the governing bodies of each of the parties hereto approving this Agreement and authorizing its execution.

Signature Page To Follow

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the dates appearing below.

CITY OF LAKELAND

_____
H. William Mutz, Mayor

ATTEST:

_____ Date: _____
Kelly S. Koos, City Clerk

Approved as to form and correctness:

_____
Timothy J. McCausland, City Attorney

SEMINOLE TRIBE OF FLORIDA

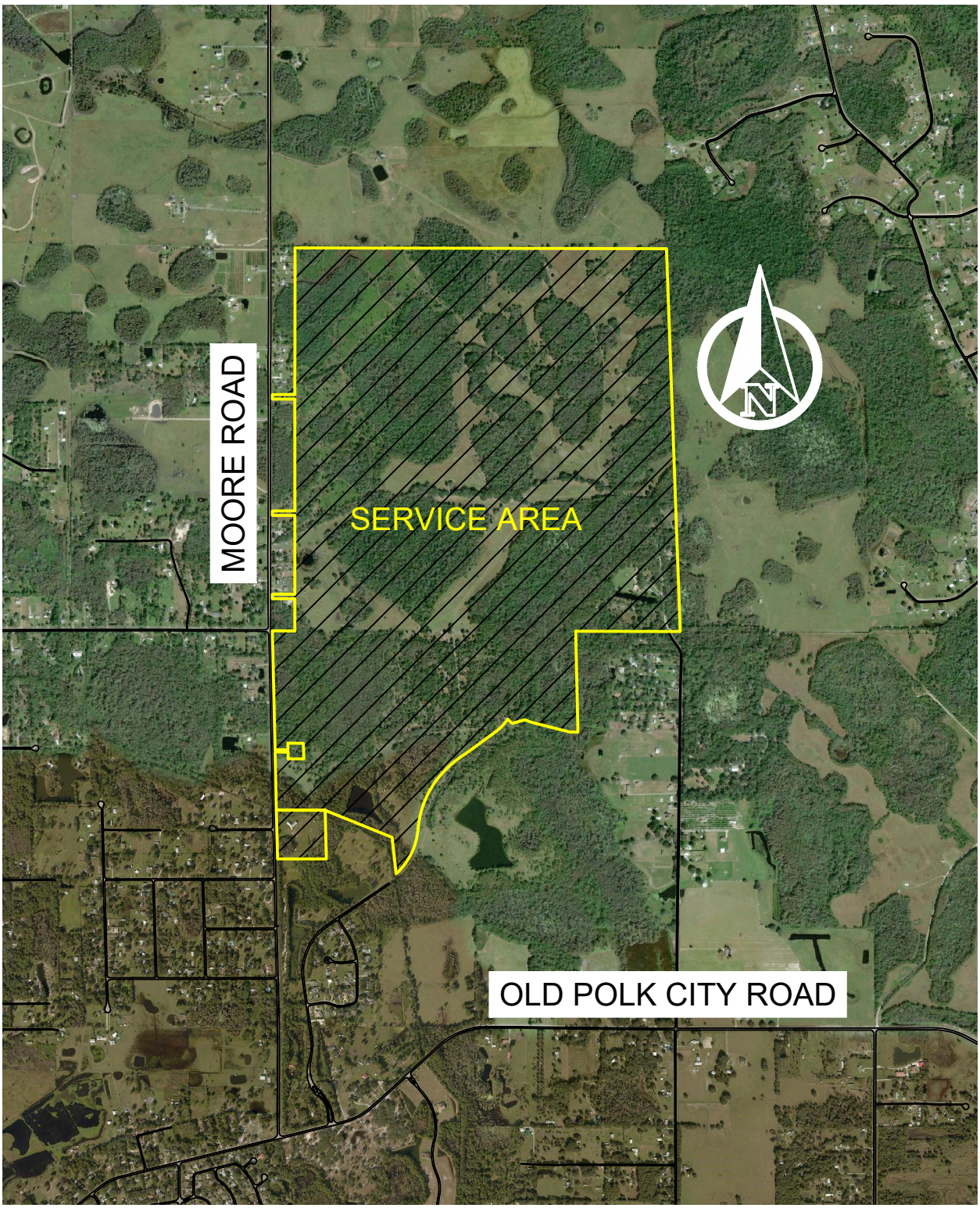
_____
Marcellus W. Osceola, Jr.
Chairman of the Tribal Council

Attest: Date: _____

_____

By:_____
Secretary, Tribal Counsel

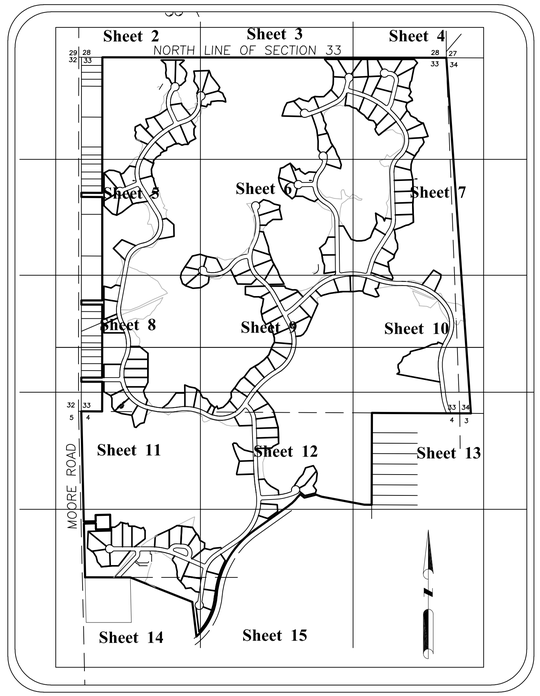
Exhibit-A



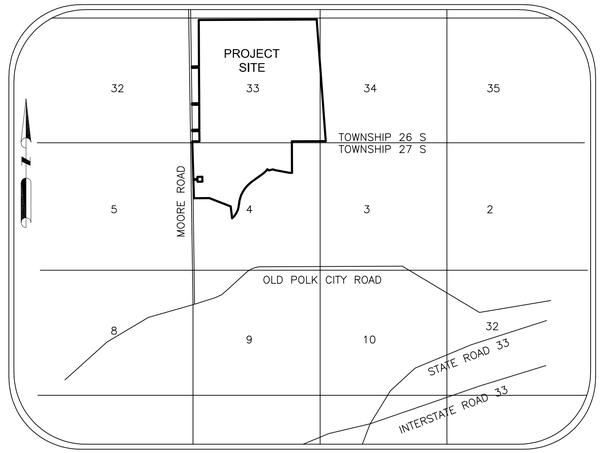
LAKELAND TRUST

SECTION 33, TOWNSHIP 26 SOUTH, RANGE 24 EAST AND SECTION 4, TOWNSHIP 27 SOUTH, RANGE 24 EAST, POLK COUNTY FLORIDA

PLAT BOOK PAGE



SHEET LAYOUT
NOT TO SCALE



VICINITY MAP:
NOT TO SCALE

"NOTICE": THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

FLOOD HAZARD WARNING

THIS PROPERTY MAY BE SUBJECT TO FLOODING. YOU SHOULD CONTACT POLK COUNTY AND OBTAIN THE LATEST INFORMATION ON FLOOD ELEVATIONS AND RESTRICTIONS BEFORE MAKING PLANS FOR THE USE OF THIS PROPERTY. EVEN MEETING FEDERAL, STATE OR LOCAL STANDARDS DOES NOT ENSURE THAT ANY IMPROVEMENTS SUCH AS STRUCTURES, DRIVEWAYS, YARDS, SANITARY SEWAGE SYSTEMS, AND WATER SYSTEMS WILL NOT BE FLOODED IN CERTAIN RAIN EVENTS."

TABLE OF CONTENTS

SHEET 1 COVER
SHEET 2–16 DETAILS

LEGEND AND ABBREVIATIONS:

□ = FOUND 4"X4" CONCRETE MONUMENT DESCRIPTION AS NOTED
■ = SET 4"x 4" CM PRM–L.B. 2936, UNLESS OTHERWISE NOTED
= LOT CORNER–SET 5/8" IRON ROD L.B. 2936
● = SET 5/8" IRON ROD & CAP LB 2936, UNLESS OTHERWISE NOTED

LS	= LICENSED SURVEYOR	R	= RADIUS
FND	= FOUND	L	= ARC LENGTH
PRC	= POINT OF REVERSE CURVATURE	D	= CENTRAL ANGLE
PCC	= POINT OF COMPOUND CURVATURE	CB	= CHORD BEARING
PT	= POINT OF TANGENCY	CH	= CHORD DISTANCE
RP	= RADIUS POINT	IRC	= IRON ROD AND CAP
PC	= POINT OF CURVATURE	NTC	= NON–TANGENT CURVE
LB	= LICENSED BUSINESS	NTL	= NON–TANGENT LINE
PG	= PAGE		
PB	= PLAT BOOK		
ORB	= OFFICIAL RECORDS BOOK		
U.E.	= UTILITY EASEMENT		
D.E.	= DRAINAGE EASEMENT		
CCR	= CERTIFIED CORNER RECORD		
CM	= CONCRETE MONUMENT		
PRM	= PERMANENT REFERENCE MONUMENT		
PCP	= PERMANENT CONTROL POINT		
R/W	= RIGHT OF WAY		
U.E.	= UTILITY EASEMENT		
(NR)	= NON–RADIAL LINE		
(RAD)	= RADIAL LINE		

LEGAL DESCRIPTION:

A parcel of lands lying in Section 33, Township 26 South, Range 24 East and Section 4, Township 27 South, Range 24 East, Polk County Florida and being more Particularly described as follows:

Beginning at the Northeast corner of said Section 33; thence S 03° 57' 21" E a distance of 5132.07 feet to the South line of Section 34; thence N 89° 51' 02" W along said South Section line a distance of 160.00 feet to the Southeast corner of Section 33; thence N 89° 41' 42" W along the South line of said Section 33 a distance of 1264.78 feet; thence leaving said Section line run S 00° 06' 10" W a distance of 1322.76 feet; thence N 89° 44' 00" W a distance of 107.00 feet; thence N 79° 19' 04" W a distance of 625.75 feet; thence N 69° 15' 26" W a distance OF 163.53 feet; thence S 75° 52' 34" W a distance of 174.88 feet; thence N 50° 42' 13" W a distance OF 160.24 feet to a point on a non–tangent curve concave Southeasterly, having a radius of 799.08 feet, a chord bearing of S 37° 45' 03" W and a chord length of 42.54 feet; thence along the arc of said curve through a central angle of 03° 03' 02"for and arc length of 42.55 feet to a point on a non–tangent curve concave Northwesterly having a radius of 628.99 feet, a chord bearing of S 45° 36' 43" W and a chord length of 196.66 feet; thence along the arc of said curve through a central angle of 17° 59' 16" for an arc length of 197.47 feet to a point of intersection with a non–tangent line; thence S 54° 29' 36" W a distance of 615.85 feet to a point of curvature of a curve concave Southeasterly, having a radius of 1283.00 feet, a chord bearing of S 29° 37' 09" W and a chord length of 1079.70 feet; thence along the arc of said curve through a central angle of 49° 46' 00"for and arc length of 1114.40 feet to a point on a non–tangent curve concave Northwesterly having a radius OF 1682.49 feet, a chord bearing of S 26° 22' 40" W and a chord length of 651.48 feet; thence along the arc of said curve through a central angle of 43° 19' 19" for an arc length of 667.26 feet to a point of intersection with a non–tangent line; thence N 06° 51' 37" W a distance of 501.16 feet; thence N 68° 22' 05" W a distance of 959.82 feet; thence N 89° 57' 18" W a distance of 650.18 feet to the East right of way line of Moore Road; thence N 01° 21' 27" W along said East right of way line a distance of 774.38 feet; thence leaving said right of way line N 88° 40' 21" E a distance of 171.81 feet; thence S 01° 14' 36" E a distance OF 169.41 feet; thence N 88° 37' 50" E a distance of 208.39 feet; thence N 01° 12' 53" W a distance of 208.53 feet; thence S 88° 38' 53" W a distance of 208.98 feet; thence S 01° 28' 17" E a distance OF 169.18 feet; thence S 88° 43' 43" W a distance of 171.73 feet to said East right of way line; thence N 01° 18' 32" W along said right of way line a distance 86.12 feet to a point on the south line of Section 33; thence leaving said right of way line run S 89° 41' 42" E along South line of said section a distance of 300.00 feet; thence leaving said Section line run N 00° 11' 40" E a distance of 428.09 feet; thence N 89° 57' 18" W a distance of 300.00 feet to said East right of way line; thence N 00° 58' 44" W along said right of way line a distance of 60.29 feet; thence leaving said right of way line S 89° 55' 25" E a distance of 299.97 feet; thence N 00° 02' 02" E a distance of 1049.92 feet; thence N 89° 53' 41" W a distance of 300.04 feet to said right of way line; thence N 00° 04' 01" E along said right of way line a distance of 59.98 feet; thence leaving said right of way line S 89° 55' 04" E a distance of 299.90 feet; thence N 00° 02' 10" E a distance of 1489.78 feet; thence N 89° 52' 26" W a distance of 300.05 feet to said right of way line; thence N 00° 02' 18" E along said right of way line a distance of 59.92 feet; thence leaving said right of way line N 89° 53' 45" E a distance of 300.07 feet; thence N 00° 01' 27" E a distance of 1952.33 feet to a point on the North line of Section 33; thence S 89° 54' 13" E along said North section line a distance of 4950.56 feet to the Point of Beginning

Said lands having an area of 792.449 acres more or less.

SURVEYOR'S REPORT

1. Easements or rights of way that appear on this survey have been incorporated into this drawing by a search of the Public Records.
2. This survey meet STANDARDS OF PRACTICE FOR LAND SURVEYING Chapter 5J–17.050–.052 requirements.
3. All bearings and distances shown hereon are referenced to the West Zone of Florida State Plane Coordinate System, NAD 83 (1990) adjustment.
4. This survey is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
5. The land description shown hereon was prepared by Carnahan Proctor and Cross Inc.
6. Features shown by symbol as indicated in the legend are not to scale.
7. There are no encroachments from this property onto adjoiners, or from adjoiners onto this property, except as shown.
8. Bearings shown in this Survey are based on North line of Section 33, Township 26 South, Range 24 East as being N89°54'13"W.
9. According to the Federal Emergency Management Agency Flood Insurance Rate Map number 12105C0170G, dated 12/22/2016, the described property in this survey is within Zone "X" and/or Zone "A".
10. This Survey was performed without benefit of an abstract, title search, title opinion or title commitment. A title search may reveal additional information affecting the parcel as shown.
11. Adjacent property information shown in this surveyor was obtained by searching at Polk County appraiser's site.
12. The total area of the subject property is 792.449 acres, more or less.
13. Right of Way information shown in this Survey was determined by found monumentation and information obtained on the Polk County Property Appraisers web site.

COUNTY SURVEYOR'S APPROVAL

State of Florida
County of Polk

This plat has been reviewed and found to be substantially in compliance with provisions of Chapter 177 Part I, Florida Statutes, relating to the making of maps and plats.

_____
Sam L. Thomas, P.S.M. # 5867
County Surveyor

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed Professional Surveyor and Mapper registered in the State of Florida, does hereby certify that on May 16, 2018, he completed the survey of the said lands as shown in the foregoing plat and said survey was made under his responsible direction and supervision. The plat complies with all the requirements of Florida Statutes, Chapter 177. The Permanent Reference Monuments (PRMs), Permanent Control Points and Lot Corner Monuments have been placed as shown hereon as required by Chapter 177. The land is located in Sections 4 and 33, Township 26 and 27 South, Range 24 East, Polk County, Florida.

For the firm by: _____ Date: _____
Judd D. French P.S.M.
Florida Professional Surveyor and Mapper License No. 7095
Carnahan Proctor and Cross, Inc.
604 Courtland Street, Suite 101
Orlando, Florida 32804
407–960–5980 L.B. 2936

CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE : (407) 960-5980
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

\\CPCDC1\PROJECTS\PROJECT FOLDERS\180204 & 5 - STOF LAKELAND RESERVATION\SURVEY\PLAT\STOF LAKELAND TRUST PLAT

Exhibit-B

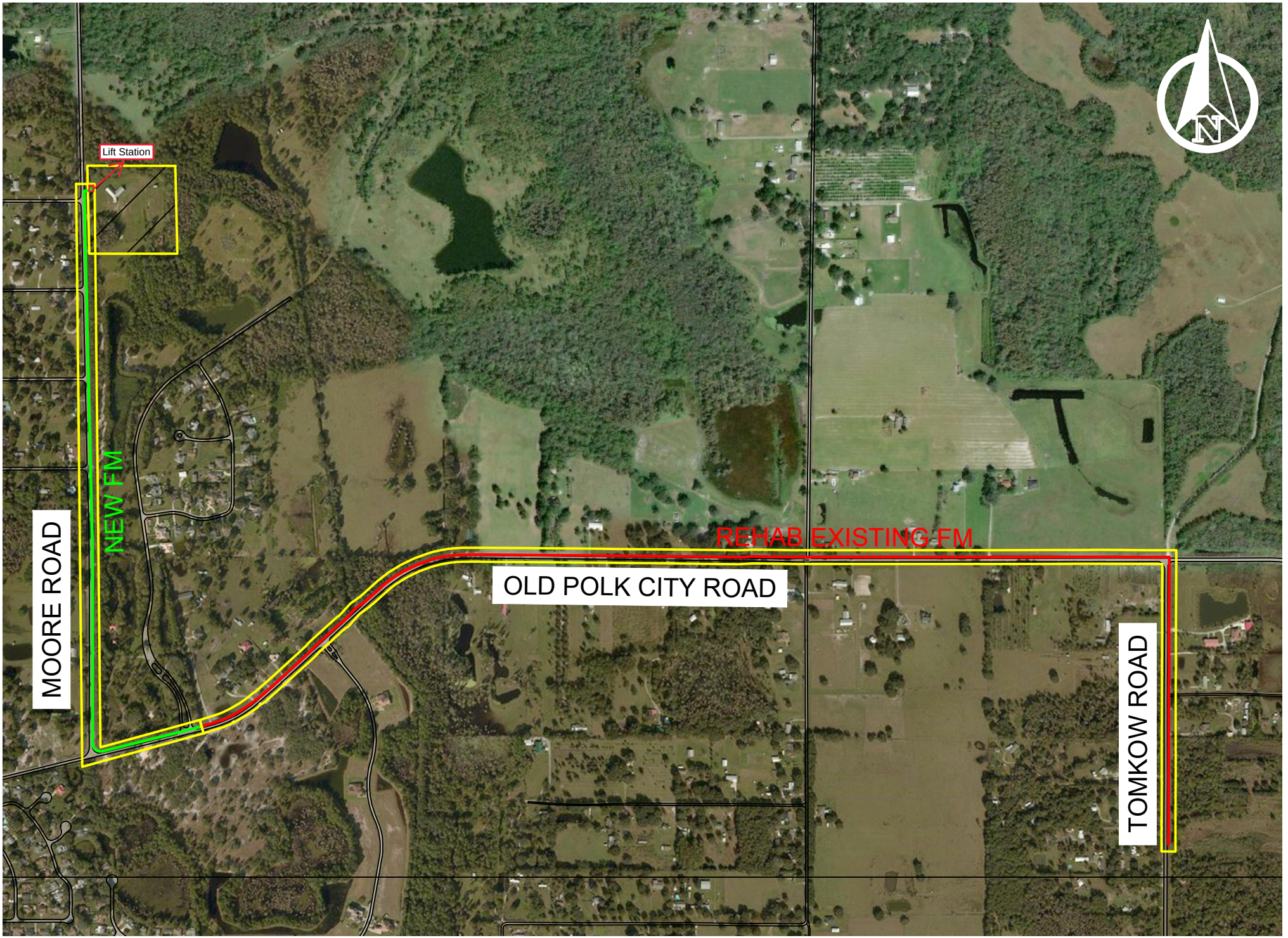

Lift Station
NEW FM
REHAB EXISTING FM
MOORE ROAD
OLD POLK CITY ROAD
TOMKOW ROAD
N

Exhibit - C

Schedule and Construction Cost

Schedule of Improvements

Anticipated Notice to Proceed (NTP) - 09/09/19

Construction Duration- 245 Calendar Days to Substantial Completion from NTP

275 Calendar Days to Final Completion from NTP

Anticipated Substantial Completion Date: 05/11/2020

Anticipated Final Completion Date: 06/10/2020

Construction Cost for City Of Lakeland Facilities

- Sewer Lift Station- $422,000
- New Sewer Force Main- $ 551,000
- Rehabilitation of Existing 8-inch Force Main- $ 978,000

Exhibit-D

February 25th, 2019

Mr. Philip C. Hart, Jr.
Water Engineering Technician
Water Utilities
City of Lakeland
863.834.8316

Re: STOF Lakeland Entryway Parcel
CPC Project # 180205

Dear Mr. Hart,

Please see below table presenting the estimated wastewater flow for the overall STOF Lakeland Entryway Parcel and STOF Lakeland Trust Infrastructure Development Phase 1, 2, 3 & 4.

Type of Structure	Units	GPD/Units	Flow (GPD)	ERU's
Phase 1				
Single Family Units	47	400	18,800	72.31
Community Center	1	520	520	2
Guardhouse	1	150	150	0.58
Sub Total – Phase 1			**19,470**	**74.89**
Phase 2				
Single Family Units	26	400	10,400	40
Sub Total – Phase 2			**10,400**	**40**
Phase 3				
Single Family Units	48	400	19,200	73.85
Sub Total – Phase 3			**19,200**	**73.85**
Phase 4				
Single Family Units	26	400	10,400	40
Sub Total – Phase 4			**10,400**	**40**
Total			**59,470**	**228.74**

Note: 1 ERU = 260 GPD

Thank you for your assistance. If you have any questions or require additional information, please contact me. I can be easily reached at my email address DTintner@cpc-eng.com or my phone number (954)-593-8774.

Sincerely,

Dan Tintner, P.E.
Senior Vice President – Government Services