

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 1, 2026

CONSENT AGENDA
ITEM 7

Phase 2B Najmi Properties, Inc. Stipulated Final Judgment

Recommended Action -

Motion to approve the Najmi Properties Inc. Mediated Settlement Agreement and authorize General Counsel to submit to the Court for signature a mutually-approved Stipulated Final Judgement incorporating settlement modifications into the Permanent Pipeline Easement Number 610 and Temporary Construction Easement Number 510 for the Phase 2B Regional Interconnect, and to Authorize the Executive Director to pay the costs and transaction fees as specified in the Mediated Settlement Agreement and as will be required by the Stipulated Final Judgement.

The Regional Integrated Loop Phase 2B Pipeline Project includes approximately 13 miles of 42-inch diameter pipeline. The pipeline route is located along the border of Sarasota and Charlotte County, extending from Serris Boulevard, generally west along Hillsborough and Chancellor Boulevards and south mostly in Charlotte County crossing the Myakka River, and then extending to Charlotte County’s Gulf Cove Booster Station.

The Authority deposited \$200,000.00 into the court registry for the quick take of Permanent Utility Easement 610 and Temporary Construction Easement 510. A mediation conference was held on January 27, 2026, at which a final agreement on value was reached for total compensation in the amount of \$525,000.00. The requested motion is for Board approval of the Mediated Settlement Agreement and to authorize the Executive Director to pay the remaining required amount of \$325,000.00, any recording and transaction fees necessary, and to authorize General Counsel to prepare the proposed Stipulated Final Judgement.

	Permanent Easement #	Perm. Easement Area (Ac)	Temporary Easement #	Temp. Easement Area (Ac)	Additional Cost
Stipulated Final Judgement	610	3.04	510	1.60	\$325,000.00

Budget Action – No action is needed.

Attachments:

Najmi Mediated Settlement Agreement

**IN THE TWENTIETH JUDICIAL CIRCUIT COURT
IN AND FOR CHARLOTTE COUNTY, FLORIDA
CIVIL DIVISION**

PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY,

Petitioner,

v.

Case No: 2025-0000743-ca

NAJMI PROPERTIES, INC., et al.,

Parcels: 610/510

Defendants.

_____ /

MEDIATED SETTLEMENT AGREEMENT

At a Mediation Conference held on January 27, 2026, the parties reached the following Settlement Agreement:

1. Petitioner, PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY (PEACE RIVER) will pay to Respondent, NAJMI PROPERTIES, INC. (NAJMI) the sum of \$525,000.00, inclusive of any and all deposits or payments already made, in full settlement of all claims for compensation for the taking of Parcels 610 and 510 and any and all damages relating thereto, and in full satisfaction of all attorney's fees pursuant to Florida Statute 73.092 and in full satisfaction of attorney's costs and expert costs pursuant to Florida Statute 73.091.

2. The Parties shall coordinate to modify the easement language to accommodate the following agreed provisions:

a. The 42" pipe shall be installed via directional bore located on the adjacent property to the west until it enters the NAJMI property as shown on the permitted plans approximately 712' south of the northern Najmi property boundary;

b. Within two years of the date of deposit, PEACE RIVER shall file in the public records documents reducing the northernmost 200 feet of the permanent easement to 15 feet in width, located adjacent to the property line;

c. The entirety of the permanent easement (as reduced above) shall be cleared as part of the project;

d. Residential subdivision access shall be an allowable use through the “pinch point” of the permanent easement;

e. construction of the pipe in the vicinity of the pinch point will be hardened using either additional cover or with casings;

f. the cost to restore any fencing damaged during construction shall be borne by Petitioner and shall be replaced with like kind or better;

g. the cost to restore any roadway or other improvements damaged due to maintenance, repair or replacement of the pipeline shall be borne by Petitioner;

h. any above ground appurtenances will be shifted away from the area between the “pinch point” to the south, and the beginning of the directional drill to the north and if located in this area, shall be shifted to the west immediately adjacent to the property line in all events as to allow enough room for a vehicle to access/drive through the area;

i. Petitioner will use commercially reasonable efforts to coordinate access through the “pinch point” during construction;

j. Utilities will be permitted to run parallel with the pipeline in the easement area as long as the distance from the pipe meets FDEP separation standards;

k. Construction of the pipeline will be completed by October 31, 2027.


3. This agreement is subject to PEACE RIVER Board approval, and the agreement will come with the recommendation of counsel and the undersigned representative.

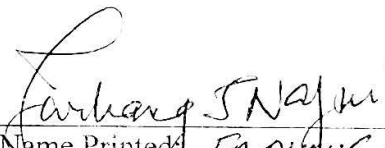
4. Counsel for PEACE RIVER and NAJMI will jointly submit to the Court for signature a mutually-approved Stipulated Final Judgment, incorporating the above modifications to the easement rights, as soon as practical after Board approval.

5. Settlement proceeds shall be made payable within thirty (30) days of entry of the Stipulated Final Judgment.

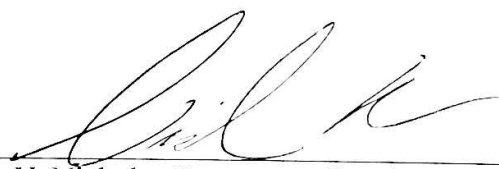
6. This agreement dated January 27, 2026 contains all of the agreements of the parties.

**PEACE RIVER MANASOTA NAJMI PROPERTIES, INC.
REGIONAL
WATER SUPPLY AUTHORITY**


Name Printed: Michael S. Kunkel
Title: Director of Engineering


Name Printed: FARHANG J. NAJMI
Title: PRESIDENT


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