

This instrument prepared by and return to:
Name: Edward P. de la Parte, Jr., Esquire
de la Parte Gilbert McNamara & Caldevilla, P.A.
101 East Kennedy Boulevard, Suite 3100
Tampa, Florida 33602

INGRESS AND EGRESS EASEMENT

THIS INGRESS AND EGRESS EASEMENT, made this _____ day of _____, 2026, between **THE TOWN OF DUNDEE**, a Florida municipal corporation, 202 East Main Street, Dundee, Florida 33838, the owner(s) of the property, hereinafter referred to as Grantor(s), in consideration of the sum of One Dollar and other valuable considerations in hand paid, do hereby give and grant unto the **POLK REGIONAL WATER COOPERATIVE**, hereinafter referred to as Grantee, a nonexclusive perpetual ingress and egress easement.

The nature, terms and duration of the nonexclusive perpetual ingress and egress 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 perpetual right, privilege and authority of ingress and egress, and vehicular and pedestrian access, in and over the Easement Area for the purpose of providing PRWC access to the Owner's northerly adjoining portions of the property in order to install, operate, and maintain facilities upon that land in accordance with a separate utility easement the Owner is concurrently granting to PRWC, and subject to existing easements of record.
2. PRWC shall be responsible for the routine maintenance and repairs of the Easement Area as needed from PRWC's use of those lands so it remains in a serviceable condition for use by the Owner and PRWC.
3. If PRWC damages the Owner's land, equipment, facilities, or any improvements when accessing and using the Easement Area, then, PRWC shall either repair or replace the damaged real property and personal property to the same or substantially similar conditions

which existed prior to such damage with the damaged property being restored to the same, like, or better quality and at their original locations or as near as is reasonably practicable thereto, all to the reasonable satisfaction of the Owner.

4. The Owner retains the right to use the Easement Area subject to noninterference with PRWC's easement rights. PRWC shall have the right to use the Easement Area subject to noninterference with the Owner's rights as the fee owner of the Easement Area.
5. Damages to the Easement Area and any improvements, facilities or personal property which are caused by PRWC shall be repaired within a reasonable time by PRWC.
6. Should PRWC not repair the Easement Area within a reasonable time as set forth in Paragraph 5, the Owner may repair the Easement Area after providing PRWC notice that the Owner will undertake the repair because PRWC has not timely begun the required repair. If the Owner repairs the damage, then PRWC shall pay the Owner all reasonable costs the Owner incurs to do so.
7. In the event PRWC performs emergency-related repairs, unscheduled facility adjustment activities, or scheduled improvement projects within the Easement Area, PRWC shall be responsible for restoring the disturbed portions of the Easement Area in as good or better condition than existed prior to the disturbance activity by PRWC, and to the satisfaction of the Owner.
8. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
9. PRWC shall indemnify and hold the Owner, and its officers, agents, employees, and invitees harmless from any injuries, liability, loss, or damage suffered as a result of PRWC's use of the Easement Area.
10. It is expressly understood and agreed that the Easement granted herein shall not be construed or used as a public easement or a public right-of-way, but is expressly limited to use by PRWC and any successor organization thereto, to provide PRWC access to the northerly adjoining portions of the property so it can install, operate, and maintain PRWC facilities upon that land in accordance with a separate utility easement the Owner has concurrently granted to PRWC.
11. PRWC, in the exercise of its rights hereunder, shall permit no action, activity, or course of conduct by its contractors, agents, representatives, employees, guests, invitees, or licensees that would be detrimental, hazardous, or unduly restrictive to the Owner's joint use of the Easement Area. Likewise, the Owner, in the exercise of its ownership rights, shall not permit any action, activity, or course of conduct by its contractors, agents, representatives, employees, guests, invitees, or licensees that would be detrimental, hazardous, or unduly restrictive to the rights granted herein to PRWC.

12. In the event there is a breach of any of the covenants, conditions, or agreements contained herein, the Owner and PRWC shall first meet and attempt to resolve the breach. If they are not able to resolve the dispute, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise, prior to commencing any legal action or proceeding they shall submit the dispute to non-binding mediation conducted by a mutually agreeable mediator, sharing the cost of mediation equally. Should the mediator declare an impasse and a lawsuit or other action is brought to remedy, restrain or otherwise seek redress of such breach, reasonable attorneys' fees and court costs shall be awarded to the prevailing party in addition to any damages that may be awarded. Among other matters the parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida Governmental Conflict Resolution Act, Florida Statutes, Chapter 164.
13. This Easement shall be governed under the laws of the State of Florida, with venue for any action being the Circuit Court for the State of Florida's 10th Judicial Circuit, Polk County, Florida, or the Federal District Court for the Middle District of Florida, Tampa Division.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging to or otherwise appertaining to that real property, unto the Grantee, its successors and assigns;

IN WITNESS WHEREOF, the Grantor(s) have hereunto set hand(s) and seal this ____ day of _____, 2026, at Dundee, Polk County, Florida.

Signed, sealed and delivered in the presence of:

The Town of Dundee, Florida

By: _____
Joe Garrison, Mayor

Attest:

Erica Anderson, Town Clerk

Approved as to Form:

Markeishia Smith, Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2026, by Joe Garrison, Mayor, on behalf of the Town of Dundee, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public

Print Name

My Commission Expires _____

EXHIBIT “A”

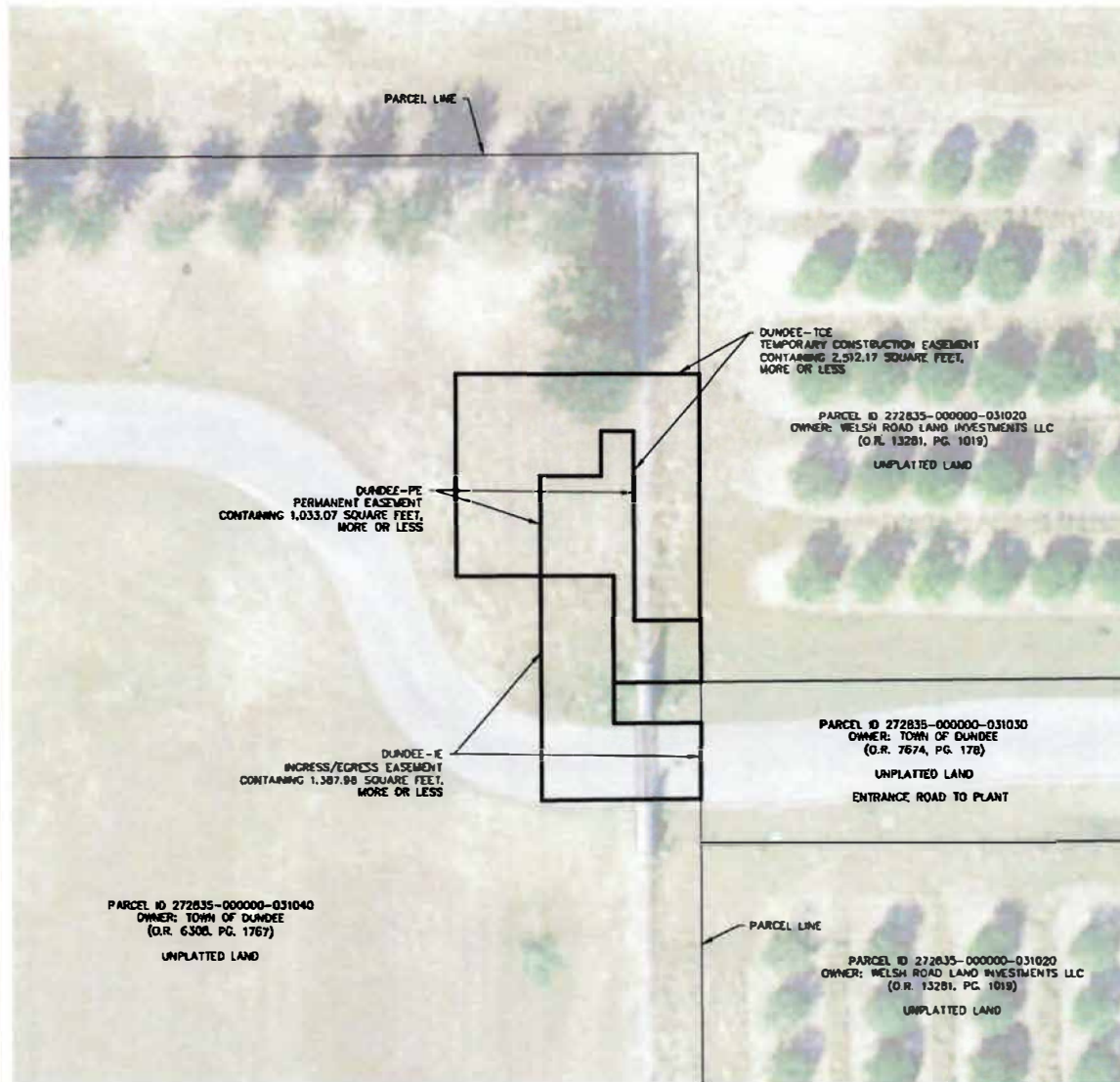
PARCEL DUNDEE-IE

INGRESS AND EGRESS EASEMENT

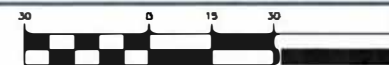
Town of Dundee to Polk Regional Water Cooperative

(Parcel Map and Legal Description)

EXHIBIT



GRAPHIC SCALE



(IN FEET)
1 inch = 30 feet

CS PROJECT NUMBER:
8825.03

PARCEL NUMBER:
DUNDEE

SHEET NUMBER:
V-01

FIELD BY:
N/A

DATE:
05/07/2026

FIELD BOOK & PAGE:
N/A

POLK REGIONAL WATER COOPERATIVE

DUNDEE METERING STATION EXHIBIT

ChastainSkillman
DCCM

CHASTAIN-SKILLMAN, LLC
288 EAST ORANGE STREET
SUITE #110
LAKE LAND, FL 33404-4611
(888) 846-1408

© 2025 CHASTAIN-SKILLMAN, LLC C.A. NO. 822

*DESCRIPTION
DUNDEE-1E*

DESCRIPTION:

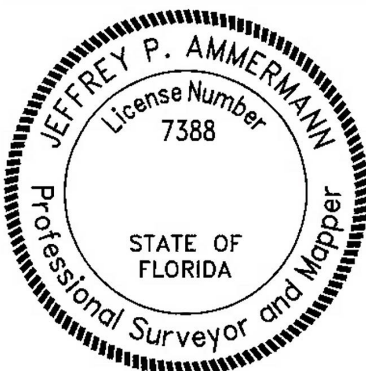
A parcel of land being a portion of the parcel described in Official Records Book 6308, Pages 1767 through 1768, Public Records of Polk County, Florida, located in Section 35, Township 28 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 35; thence South 00°06'46" East, along the East line of said Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4, a distance of 139.86 feet to the POINT OF BEGINNING; thence continue South 00°06'46" East, along said East line of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4, a distance of 19.00 feet; thence South 89°31'40" West, 39.00 feet; thence North 00°06'46" West, 55.00 feet; thence North 89°53'14" East, 18.00 feet; thence South 00°06'46" East, 35.89 feet; thence North 89°31'40" East, 21.00 feet to the POINT OF BEGINNING.

Said parcel contains 1,387.98 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: 2026.05.15
11:24:30 -04'00'

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

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

CS PROJECT: 8825.03

DUNDEE-1E

SHEET NO. V-01

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (888) 646-1402 - LB 262

DRAWN BY: S. CHILDS

FIELD BOOK: N/A **PAGE:** N/A

DATE: 05/15/2026

P:\882503\CAD\Survey\KEY SHEET 1\METERING STATIONS\CAD\882503-SCC-2025-07-02-DUNDEE METERING.dwg by: jammermann May 15, 2026 11:17am

DESCRIPTION SKETCH DUNDEE-IE

LEGEND:

ID = IDENTIFICATION
O.R. = OFFICIAL RECORDS BOOK
PG. = PAGE
IE = INGRESS/EGRESS EASEMENT

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based East line of the SW 1/4 of the NE 1/4 of the NW 1/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida, being South 00°06'46" East.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
- 4) The parcel identification numbers, and owner information was obtained from the Polk County Property Appraiser's website (www.polkpa.org) and is for information purposes only.

POINT OF COMMENCEMENT

NE CORNER OF THE
SW 1/4 OF THE NE 1/4
OF THE NW 1/4 OF SECTION 35,
TOWNSHIP 28 SOUTH,
RANGE 27 EAST

EAST LINE OF THE
SW 1/4 OF THE NE 1/4
OF THE NW 1/4 OF SECTION 35

(BASIS OF BEARINGS)
S 00°06'46" E 139.86'

LINE TABLE

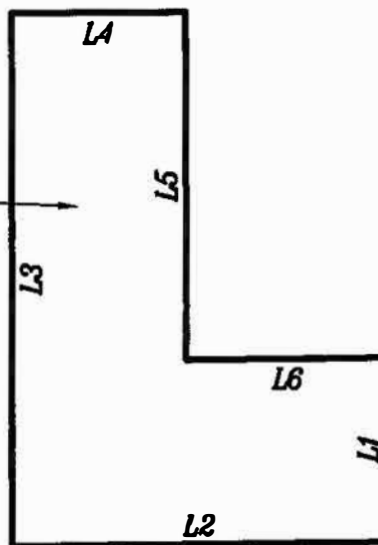
LINE #	BEARING	LENGTH
L1	S 00°06'46" E	19.00'
L2	S 89°31'40" W	39.00'
L3	N 00°06'46" W	55.00'
L4	N 89°53'14" E	18.00'
L5	S 00°06'46" E	35.89'
L6	N 89°31'40" E	21.00'

PARCEL ID 272835-000000-031040
OWNER: TOWN OF DUNDEE
(O.R. 6308, PG. 1767)
UNPLATTED LAND

SUBJECT PARCEL
DUNDEE-IE
CONTAINING 1,387.98 SQUARE FEET,
MORE OR LESS



SCALE 1" = 30'



POINT OF
BEGINNING

SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR
DESCRIPTION, CERTIFICATION,
SURVEYOR'S NOTES, SURVEYOR'S
SIGNATURE AND SEAL.

CS PROJECT: 8825.03

DUNDEE-IE

SHEET NO. V-02

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (888) 646-1402 - LB 262

DRAWN BY: S. CHILDS

FIELD BOOK: N/A PAGE: N/A

DATE: 05/15/2026