

RESOLUTION NO. 25-17

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING THE CONDITIONAL APPROVAL AND ACCEPTANCE OF THAT CERTAIN UTILITY EASEMENT LOCATED ON POLK COUNTY PARCEL IDENTIFICATION NUMBER 272827-835500-000392; AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL NECESSARY FURTHER ACTIONS TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR THE INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee (the "Town") is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the Town is vested with governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, on December 18, 2024, marketable fee simple title to the real property, which the Polk County Property Appraiser identifies as Parcel Number 272827-835500-000392 (the "Property"), was vested in Signature Homes & Land Development of FL, LLC, by virtue of the certain Warranty Deed recorded in the Official Records Book 13381, Page(s) 1061-1062, Public Records of Polk County, Florida; and

WHEREAS, a copy of the Polk County Property Appraiser Parcel Details for the Property is attached hereto as **Exhibit "A"** and made a part hereof by reference; and

WHEREAS, on December 19, 2024, marketable fee simple title to the Property (see **Exhibit “A”**) was vested in **Aracelis Marquez Ruiz** (hereafter the “Owner” or “Applicant”) by virtue of the certain Warranty Deed recorded in the Official Records Book 13381, Page(s) 1064-1065, Public Records of Polk County, Florida; and

WHEREAS, on December 24, 2019, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the “Town Commission”) adopted *Town of Dundee Resolution No. 19-21* which approved with conditions that certain plat entitled *Vista Del Lago Phase II-Replat* (the “Development”) recorded in Plat Book 176, page 15, public records of Polk County, Florida; and

WHEREAS, on January 28, 2020, at a duly noticed public meeting, the Town Commission adopted *Town of Dundee Resolution No. 20-05* which accepted the infrastructure and improvements relating to the acceptance of all water and wastewater, roads/streets and related rights-of-way infrastructure for the Development; and

WHEREAS, pursuant to *Section 7.02.00 of the Town of Dundee Land Development Code* (“LDC”), the Owner submitted an application for approval of a *site development plan* (the “Application”) in order to construct a single-family residence on the Property; and

WHEREAS, upon receipt and review of the Application, the Town determined that the sixty (60) foot stormwater drainage/retention easement (the “Vista II Easement”) was not recorded for the Development; and

WHEREAS, Town staff and Town consultants confirmed that all utility improvements located within the Development, as identified by the that certain plat entitled *Vista Del Lago Phase II-Replat* were completed to the standards set forth by the Town, passed all necessary and required tests, received the necessary and required certifications, and the utility system(s) are operational pursuant to Town standards; and

WHEREAS, pursuant to the LDC, Town staff and Town consultants confirmed that the Vista II Easement and stormwater drainage infrastructure were insufficient to serve its intended purpose and rendered the Property (see **Exhibit “A”**) undevelopable; and

WHEREAS, at the request of the Owner, the Town reevaluated the technical specifications and requirements which are set forth in the LDC and applicable code(s) related to stormwater drainage for the Development and Property; and

WHEREAS, the Owner and Town prepared a description sketch (the “Scenic Highway Design”) for the Property (see **Exhibit “A”**) providing an alternative stormwater drainage design and easement location which included, but was not limited to, adequate and operational stormwater drainage, readily available connectivity to the Town’s water and wastewater utility systems, and adequate developable area on and/or for the Property; and

WHEREAS, a copy of the Scenic Highway Design is attached hereto as **Exhibit “B”** and made a part hereof by reference; and

WHEREAS, Owner submitted an applicant-initiated request for the Town to prepare a utility easement (the “Easement”) reserving unto the Town the right and authority to access those portions of the Property (see **Exhibit “A”**) more specifically identified and depicted in the Scenic Highway Design (see **Exhibit “B”**); and

WHEREAS, a copy of the Easement is attached hereto as **Exhibit “C”** and made a part hereof by reference; and

WHEREAS, Owner requests that the Easement (see **Exhibit “C”**) be approved and accepted by the Town Call conditions and/or requirements being satisfactorily completed which include, but are not limited to, the recordation of a fully-executed Easement in the Public Records of Polk County, Florida, and the entry into a Hold Harmless, Release, and Indemnification Agreement between the Owner and Town; and

WHEREAS, the Easement (see **Exhibit “C”**) was reviewed by Town staff and Town consultants and, pursuant to said review, determined to meet the requirements of applicable provisions of the LDC and Town of Dundee Code of Ordinances; and

WHEREAS, on May 27, 2025, pursuant to Florida law, applicable provisions of the Town of Dundee Code of Ordinances and Land Development Code, the Owner requested and that the Town Commission review and conditionally approve and accept the Easement (see **Exhibit “C”**); and

WHEREAS, on May 27, 2025, the Town Commission, at a duly noticed public meeting, held a public hearing to consider the Easement (see **Exhibit “C”**) for approval, acceptance, and recording; and

WHEREAS, on May 27, 2025, the Town Commission found that the conditional approval and acceptance of the Easement (see **Exhibit “C”**) preserves, enhances and encourages the most appropriate use of land consistent with the public interest, the Town of Dundee 2030 Comprehensive Plan policies and objectives, and the Town of Dundee Land Development Code; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Resolution No. 25-17** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest; and this **Resolution No. 25-17** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Resolution No. 25-17**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Resolution No. 25-17**. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this **Resolution No. 25-17**.

Section 2. Acceptance.

The owner/applicant, **Aracelis Marquez Ruiz**, is the owner of the real property and/or lands more specifically described in **Exhibit "A"** which is attached hereto and incorporated herein by reference. The Owner has provided the Easement, which is attached hereto as **Exhibit "C"** and incorporated herein, which is required for the Property and the installation and construction of necessary improvements and utility infrastructure in favor of the Town of Dundee, Florida, in order to ensure the completion of adequate and operational utility service(s) and utility infrastructure.

The Easement (see **Exhibit "C"**), as more specifically identified and depicted in the Scenic Highway Design attached hereto as **Exhibit "B"** and incorporated herein by reference, was presented to the Town Commission on May 27, 2025. The Town Commission, having reviewed the Easement, conditionally approves and accepts the Easement and authorizes the Mayor and Town Clerk to sign the copy of the Easement to be recorded.

Section 3. Conditions.

Approval of the Easement (see **Exhibit "C"**) is conditioned, as follows:

(a) The Town of Dundee shall record, at the Owner's sole cost and expense, a fully-executed original copy of the Easement (see **Exhibit "C"**).

(b) No Certificates of Occupancy ("CO") for any structures constructed on the Property (see **Exhibit "A"**) will be issued until the Owner and Town negotiate and enter into a *Hold Harmless, Release, and Indemnification Agreement* as related to the relocation of the *Vista II Easement*; available connectivity to the Town's water and wastewater utility system(s); and the designated authority, right(s), and obligation(s) reserved unto and binding on both the Town and Owner arising out of the Town's approval and acceptance of the Easement (see **Exhibit "C"**) and this **Resolution No. 25-17**.

(c) All surface and/or storm water systems for the Property (see **Exhibit "A"**), as shown on the Scenic Highway Sketch (see **Exhibit "B"**), shall be the sole responsibility of the Owner; and the Owner shall have the sole responsibility for the maintenance, repair, and liability for the entire surface and/or storm water systems,

including all collection, transmission, and piping components. It is the express intention of the Town of Dundee that it shall not accept said surface and/or storm water systems.

Section 4. Authorization.

The Town Manager, or his/her designee, is hereby authorized to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 25-17** and the approval and acceptance of the Easement (see **Exhibit "C"**) on and/or for the Property (see **Exhibit "A"**) which includes, but shall not be limited to, negotiating and executing any documentation necessary and incidental to the acceptance and approval of the Easement.

Section 5. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 25-17** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 25-17** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 6. Conflicts.

All resolutions in conflict with this **Resolution No. 25-17** are repealed to the extent necessary to give this **Resolution No. 25-17** full force and effect.

Section 7. Severability.

The provisions of this **Resolution No. 25-17** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-17**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 25-17**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 25-17** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 25-17** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-17** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 25-17**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-17**, and

each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 8. Recordation.

The Town Clerk shall be responsible for recording the Easement (see **Exhibit “C”**) and this **Resolution No. 25-17**, as adopted, with the Clerk of the Circuit Court in and for the Tenth Judicial Circuit of Polk County, Florida, for inclusion in the public records of Polk County, Florida.


Section 9. Effective Date.

This **Resolution No. 25-17** shall take effect immediately upon passage by the Town Commission of the Town of Dundee, Florida.

[Remainder of page intentionally blank]

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 27th day of May, 2025.

TOWN OF DUNDEE

A handwritten signature in blue ink, appearing to read 'Samuel Pennant', written over a horizontal line.

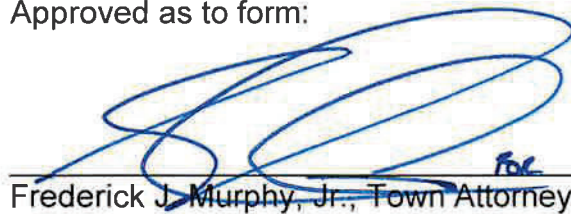
Samuel Pennant, Mayor

ATTEST WITH SEAL:

A handwritten signature in black ink, appearing to read 'Erica Anderson', written over a horizontal line.

Erica Anderson, Town Clerk

Approved as to form:

A large, stylized handwritten signature in blue ink, appearing to read 'Frederick J. Murphy, Jr.', written over a horizontal line.

Frederick J. Murphy, Jr., Town Attorney

Parcel Details: 27-28-27-835500-000392

Owners [Recently purchased this property? Click here.](#)

RUIZ ARACELIS MARQUEZ 100%

Mailing Address [\(Address Change form\)](#)

7799 SCENIC HWY
DUNDEE FL 33838

Physical Street Address [Why postal city and municipality? Click here.](#)

0 SCENIC HIGHWAY

Postal City and Zip

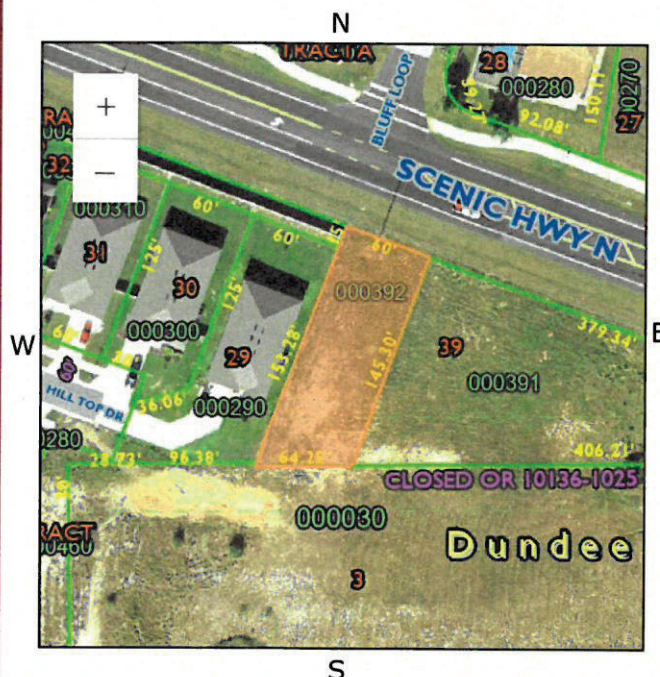
DUNDEE FL 33838

Parcel Information

Municipality **DUNDEE (Code: 90460)**
140630.00
 Neighborhood [Search Recent Sales in this Neighborhood](#)
 Subdivision **FLA HIGHLANDS COMPANY
SUB PB 1 PG 87**
 Property (DOR) Use Code **Vac.Res (Code: 0001)**
 Acreage **0.22**
[Community Redevelopment Area](#) **NOT IN CRA**

Property Desc

DISCLAIMER: The property description provided is a summary of the original legal description and should not be used for conveying property, as it may render the deed invalid.

Area Map

Recorded Plat

[Recorded Plat for this parcel](#)

Section Maps for 272827

[HTML \(opens in new tab\)](#)

[Printable PDF](#)

Sales History

Important Notice: If you wish to obtain a copy of a deed for this parcel, click on the blue OR Book/Page number. If the Book/Page number does not have a blue link or if the document is restricted, it may not be available online. Please contact the Polk County Clerk Indexing Department at 863-534-4516. If the Type Inst is an "R", please contact the Property Appraiser at 863-534-4765 to order "R" type instruments.

OR Book/Page	Date	Type Inst	Vacant/Improved	Grantee	Sales Price
13381/01064	12/2024	W	I	RUIZ ARACELIS MARQUEZ	\$319,000
13381/01061	12/2024	W	V	SIGNATURE HOMES & LAND DEVELOPMENT	\$52,000

10136/01025	04/2017	M	V	OWNER OF RECORD	\$0
09640/00353	09/2015	W	V	AG INVESTMENTS OF POLK COUNTY LLC	\$90,000
08240/01999	10/2010	C	V	PERM 4 LLC	\$0
08208/00144	08/2010	W	V	PERM 4 LLC	\$375,000
6446/0717	10/2005	W	V	PRECISION LAND INVESTMENTS INC	\$1,151,700
5698/1810	03/2004	W	V	VISTA DEL LAGO OF POLK COUNTY LLC	\$842,900
3456/0025	10/1994	W	V	ALT 27 DUNDEE GROVES PARTNETSHIP	\$35,150

Exemptions

Note: The drop down menus below provide information on the amount of exemption applied to each taxing district. The HX—first \$25,000 homestead exemption may be allocated to one or more owners. The HB second amended homestead exemption reflects the name of the first owner only.

Code	Bld. #	Description	% Ownership	Renew Cd	Year Name	Note	Value
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PERMITS

Please contact the [appropriate permit issuing agency](#) to obtain information. This property is located in the **DUNDEE** taxing district.

Land Lines

LN	Land Description	Ag/GreenBelt	Land Unit Type	Front	Depth	Units
1 *	RESIDENTIAL	N	ACREAGE	0	0	0.22

* For Zoning/Future Land Use contact Polk County or the Municipality the parcel is located in.

NOTICE: All information ABOVE this notice is current (as of Thursday, May 22, 2025 at 2:09:24 AM). All information BELOW this notice is from the 2024 Tax Roll, except where otherwise noted.

Value Summary (2024)

Desc	Value
LAND VALUE	\$8,560
BUILDING VALUE	\$0
EXTRA FEATURES VALUE	\$0
JUST MARKET VALUE	\$8,560
AG CLASSIFIED LAND VALUE	\$0
AGRICULTURE CLASSIFICATION SAVINGS	\$0
*HOMESTEAD CAP AND SOH PORTABILITY SAVINGS	\$61
ASSESSED VALUE	\$8,499
EXEMPTION VALUE (COUNTY)	\$0
TAXABLE VALUE (COUNTY)	\$8,499

*This property contains a Non Homestead Cap with a differential of \$61.

Values by District (2024)

District Description	Just Market Value	Assessed Value	Exemption	Final Tax Savings	Taxable Value	Final Tax Rate	Final Taxes
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COUNTY COMMISSIONERS	\$8,560	\$8,499	\$0	\$0.00	\$8,499	6.634800	\$56.39
POLK COUNTY SCHOOL BOARD - STATE	\$8,560	\$8,560	\$0	\$0.00	\$8,560	3.048000	\$26.09
POLK COUNTY SCHOOL BOARD - LOCAL	\$8,560	\$8,560	\$0	\$0.00	\$8,560	2.248000	\$19.24
TOWN OF DUNDEE	\$8,560	\$8,499	\$0	\$0.00	\$8,499	7.900000	\$67.14
SOUTHWEST FLA WATER MGMT DIST	\$8,560	\$8,499	\$0	\$0.00	\$8,499	0.190900	\$1.62
				Tax Savings:	\$0.00	Total Taxes:	\$170.48

Non-Ad Valorem Assessments (2024)

LN	Code	Desc	Units	Rate	Assessment
1	FC460	DUNDEE FIRE PROTECTION	1.00	9.00	\$9.00
2	ST460	DUNDEE STORMWATER UTILITY	1.00	34.50	\$34.50
Total Assessments					\$43.50

Taxes

Desc	Last Year (2023)	2024 Final
Taxing District	DUNDEE/SWFWMD (Code: 90460)	DUNDEE/SWFWMD (Code: 90460)
Millage Rate	20.1975	20.0217
Ad Valorem Assessments	\$159.38	\$170.48
Non-Ad Valorem Assessments	\$43.50	\$43.50
Total Taxes	\$202.88	\$213.98

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this page, such as assessments for roads, drainage, garbage, fire, lighting, water, sewer, or other governmental services and facilities which may be levied by your county, city or any other special district. [Visit the Polk County Tax Collector's site for Tax Bill information related to this account.](#)

Prior Year Final Values

The Final Tax Roll is the 1st certification of the tax rolls by the Value Adjustment Board, [per Florida Statute 193.122\(2\), F.S.](#) This is the date all taxable property and tax rolls are certified for collection to the Tax Collector. Corrections made after this date are not reflected in the Final Tax Roll Values.

2023

LAND VALUE	\$8,341.00
BUILDING VALUE	\$0.00
EXTRA FEATURES VALUE	\$0.00
JUST MARKET VALUE	\$8,341.00

ASSESSED VALUE	\$7,726.00
EXEMPTION VALUE (COUNTY)	\$0.00
TAXABLE VALUE (COUNTY)	\$7,726.00
2022	
LAND VALUE	\$7,024.00
BUILDING VALUE	\$0.00
EXTRA FEATURES VALUE	\$0.00
JUST MARKET VALUE	\$7,024.00
HOMESTEAD CAP AND SOH PORTABILITY SAVINGS	\$0.00
ASSESSED VALUE	\$7,024.00
EXEMPTION VALUE (COUNTY)	\$0.00
TAXABLE VALUE (COUNTY)	\$7,024.00

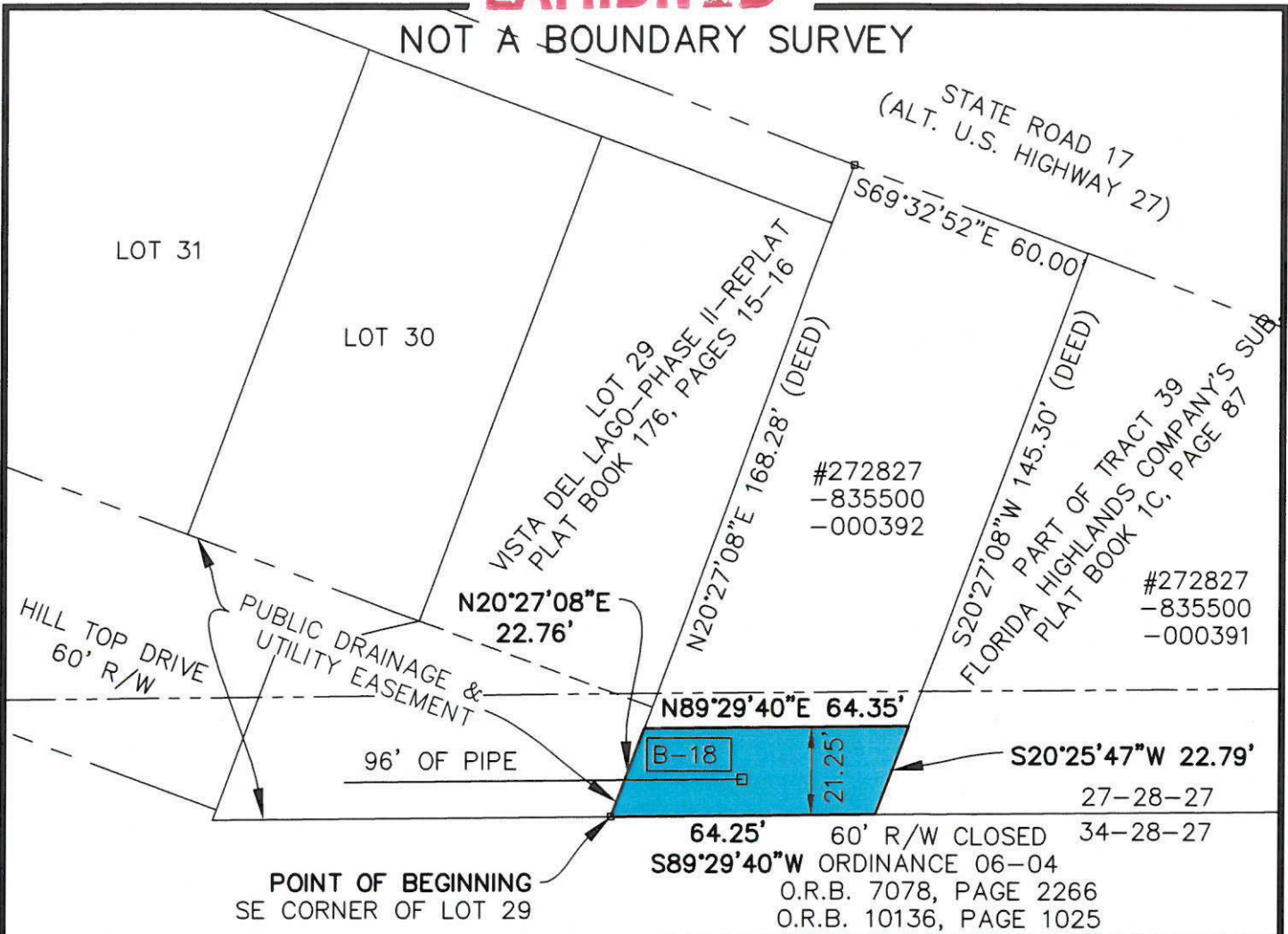
DISCLAIMER:

The Polk County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

Last Updated: Thursday, May 22, 2025 at 2:09:24 AM

EXHIBIT B

NOT A BOUNDARY SURVEY



LEGEND

- B-18 □ STORM INLET
- PRM
- EASEMENT

DESCRIPTION:

THE SOUTH 21.25 FEET OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 13381, PAGE 1064 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 29 OF VISTA DEL LAGO-PHASE II-REPLAT AS RECORDED IN PLAT BOOK 176, PAGE 15 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID LOT 29, N20°27'08"E A DISTANCE OF 22.76 FEET; THENCE LEAVING SAID EAST LINE, N89°29'40"E A DISTANCE OF 64.35 FEET TO THE EAST LINE OF SAID PARCEL; THENCE ALONG THE EAST LINE OF SAID PARCEL, S20°25'47"W A DISTANCE OF 22.79 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTH LINE OF SAID PARCEL, S89°29'40"W A DISTANCE OF 64.25 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 1367.7 SQUARE FEET, MORE OR LESS.

ALAN L. RAYL, PE, PSM



FL EB REG# 28820 ©2025 FL LB REG# 7770

PREPARED FOR:

TOWN OF DUNDEE
202 EAST MAIN STREET
DUNDEE, FLORIDA 33838

SHEET TITLE:

SCENIC HIGHWAY
DESCRIPTION SKETCH
PUBLIC DRAINAGE & UTILITY EASEMENT

JOB NO.

25-111

DATE:

MARCH, 2024

DRAWN BY:

JPT

CHECKED BY:

AR



1 OF 1

EXHIBIT C

PARCEL ID. # (See Composite Exhibit "A")

UTILITY EASEMENT

THIS UTILITY EASEMENT (hereinafter the "Easement") made this _____ day of _____, 2025, between the **ARACELIS MARQUEZ RUIZ**, a single person, with a mailing address of 7799 Scenic Highway, Dundee, Florida 33838 (hereinafter referred to as the "Grantor"), and the **TOWN OF DUNDEE**, a municipal corporation under the laws of the State of Florida, with an address of 202 East Main Street, Dundee, FL 33838 (hereinafter the "Grantee").

WITNESSETH: That the Grantor, in consideration of the sum of Ten Dollars (\$10.00); and other valuable considerations paid, the receipt of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a **perpetual Utility Easement**, to access, install, construct operate, repair, replace and/or maintain water, wastewater and/or re-claimed water line(s) and related infrastructure and/or facilities, in, under, over, upon and through the property described below and to access for the limited purposes of performing emergency repairs to storm water utility line(s) and related infrastructure and/or facilities in, under, over, upon and through the following described land in Polk County, Florida, as shown on **Exhibit "B"** attached hereto and incorporated herein by reference.

See Legal Description and Sketch as Composite Exhibit "B" attached hereto and incorporated herein by reference,

(hereinafter the "Easement Area").

The Easement includes and reserves unto the Grantee ingress and egress in, over, under, upon and through the Easement Area and any tract(s), easement(s), private drainage easement(s), and the private utility easement(s) for the Grantee's provision of water, wastewater, re-claimed water, stormwater utility services, including doing such work and repair as may be necessary underground and under the surface of the Easement Area subject to the limitations in the Easement as to stormwater utility matters (see **Exhibit "B"**), provided that the Town of Dundee shall not be obligated to replace or restore any surface improvements on and/or within the Easement Area which the Town of Dundee does not own and which may have been damaged or removed as a result of such work, and the Town of Dundee shall only be obligated to replace or restore the surface of the Property (other than where the Town's infrastructure and facilities are above grade) to its natural or improved state. The Grantor shall have the right and duty to replace and restore any surface improvements on and/or within the Easement Area and to maintain the surface of the Easement Area subject to this Easement, excepting only the above-grade Town of Dundee infrastructure and facilities.

The stormwater drainage easement(s), drainage and retention easement(s), and the drainage and access for maintenance easement(s) related to stormwater utility line(s) and related infrastructure

which are provided for herein are for the sole purpose of providing emergency maintenance and repair(s) to and/or for the stormwater utility line(s) and related infrastructure as Grantee determines within its sole discretion may be necessary to protect public improvements, together with the right, but not the obligation, to perform emergency maintenance and repair(s) to such stormwater utility line(s) and related infrastructure located on and/or within the Easement Area (see **Exhibit "B"**). **Other than emergency maintenance that the Grantee determines within its sole discretion is necessary to perform to protect public improvements as identified above, the Grantee shall not be responsible for the maintenance of any part of the stormwater line(s) and related infrastructure located on and/or within the Easement Area.**

This Easement includes and reserves unto the Grantee ingress and egress in, over, under, upon and through the Easement Area in order to perform any such work and repair as may be necessary underground and under the surface of the Easement Area as set forth herein that Grantee determines within its sole discretion is necessary.

Grantor shall not place any landscaping, fences, structures or other obstructions, albeit temporary or permanent, within this Easement Area that would in any way hinder, delay, or impair the access and/or operation and maintenance of the utilities within the Easement Area.

Grantor acknowledges and represents that, by voluntarily granting this Easement, it has knowingly and voluntarily abandoned, released, and waived the development right(s), if any, which passed to Grantor with the conveyance of the fee simple interest of the parent tract.

This Easement shall be perpetual.

The Grantor covenants with the Grantee that it is lawfully seized and/or is a duly authorized representative of said lands and that it has good, right, and lawful authority to grant this Easement.

The Grantor and Grantee acknowledge and represent that, in the event of a mistake by one or both parties to this Easement as to the identity, situation, boundary, title, amount, or value of the Easement set forth herein and conveyed, any such mistake shall be considered mutual and equity will reform this Easement in order to conform to the intent of Grantor and Grantee as if the mistake did not occur.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF the Grantor hereunto set his/her/their hand and seal this ____ day
of _____ A.D. 2025

Signed, sealed, and delivered
in the presence of:

ARACCELIS MARQUEZ RUIZ,
a single person

↑ Witness signature ↑

Print witness name: _____

↑ Witness signature ↑

Print witness name: _____

Note: Two (2) witness signatures required, notary on reverse side may sign as a witness above.

STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned authority, this day personally appeared, by means of ☐ physical presence
or ☐ online notarization, _____, as _____ of _____, a Florida _____,
who is ☐ personally known to me or ☐ who produced a driver's license as identification, and who
executed the foregoing instrument, and acknowledged to and before me that he executed said
instrument for the purposes therein expressed.

WITNESS my hand and official seal this ____ day of _____, 2025.

My Commission expires:

Notary Public in and for the State of Florida at Large

(AFFIX NOTARY SEAL)

EXHIBIT A

Prepared by and return to:

This instrument prepared by: Linda Holewinski
Real Estate Title Services, Inc.
32 Third Street, SW
Winter Haven, FL 33880
(863) 299-6942
File No.: 24-0381

INSTR # 2024293230
BK 13381 Pgs 1064-1065 PG(s)2
12/30/2024 11:07:47 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50
DEED DOC 2,233.00

[Space Above This Line For Recording Data]

WARRANTY DEED

This Warranty Deed Made this 19th day of December, 2024 by Signature Homes & Land Development of Florida LLC, a Florida Limited Liability Company, hereinafter called the grantor, whose post office address is: 522 Magnolia Ave, Auburndale, FL 33823

to: Aracelis Marquez Ruiz, a single person, whose post office address is: 7799 Scenic Hwy, Dundee, FL 33838, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Polk County, Florida, viz:

A tract of parcel of land lying in a portion of Section 27, Township 28 South, Range 27 East, Polk County, Florida and being more particularly described as follows: Commence at the Northeast corner for Lot 29, VISTA DEL LAGO - PHASE II - REPLAT, as recorded in Plat Book 179, Page 16, of the Public Records for Polk County, Florida, said point lying on the Southerly right of way boundary for State Road 17 (Alternate U.S. Highway No. 27), said right of way shown on Florida Department of Transportation Right-of-Way Map for Section 1609, Sheet 15; run thence South 69°32'52" East along said right of way boundary a distance of 60.00 feet; thence departing said right of way run South 20°27'08" West a distance of 145.30 feet to a point on the South boundary for said Section 27; thence run South 89°29'40" West along said South boundary line a distance of 64.25 feet to the Southeast corner for aforesaid Lot 29; thence run North 20°27'08" East along the Easterly boundary for said Lot 29 a distance of 168.28 feet to the Point of Beginning. Described tract or parcel being a portion of Lot or Tract 39 of Florida Highlands Company's Subdivision, as recorded in Plat Book 1C, Page 87, of the Public Records for Polk County, Florida.

Parcel Identification Number: 272827-835500-000392

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.


And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 12/31/2024, reservations, restrictions and easements of record, if any.

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates)

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Warranty Deed... continued

Signed, Sealed and Delivered in Our Presence:




Witness
Printed Name: AUBREY BREWER
P.O. Address: 32 Third St., SW
Winter Haven, FL 33880

Signature Homes & Land Development of Florida
LLC, a Florida Limited Liability Company

By: 

James M. Spivey, Manager

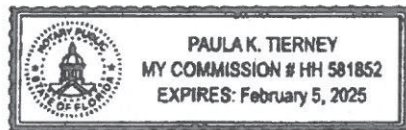


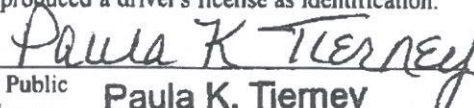
Witness
Printed Name: Paula K. Tierney
P.O. Address: 32 Third St., SW
Winter Haven, FL 33880

State of Florida
County of Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of December, 2024 by James M. Spivey, Manager of Signature Homes & Land Development of Florida LLC who ☐ is personally known or ☒ has produced a driver's license as identification.

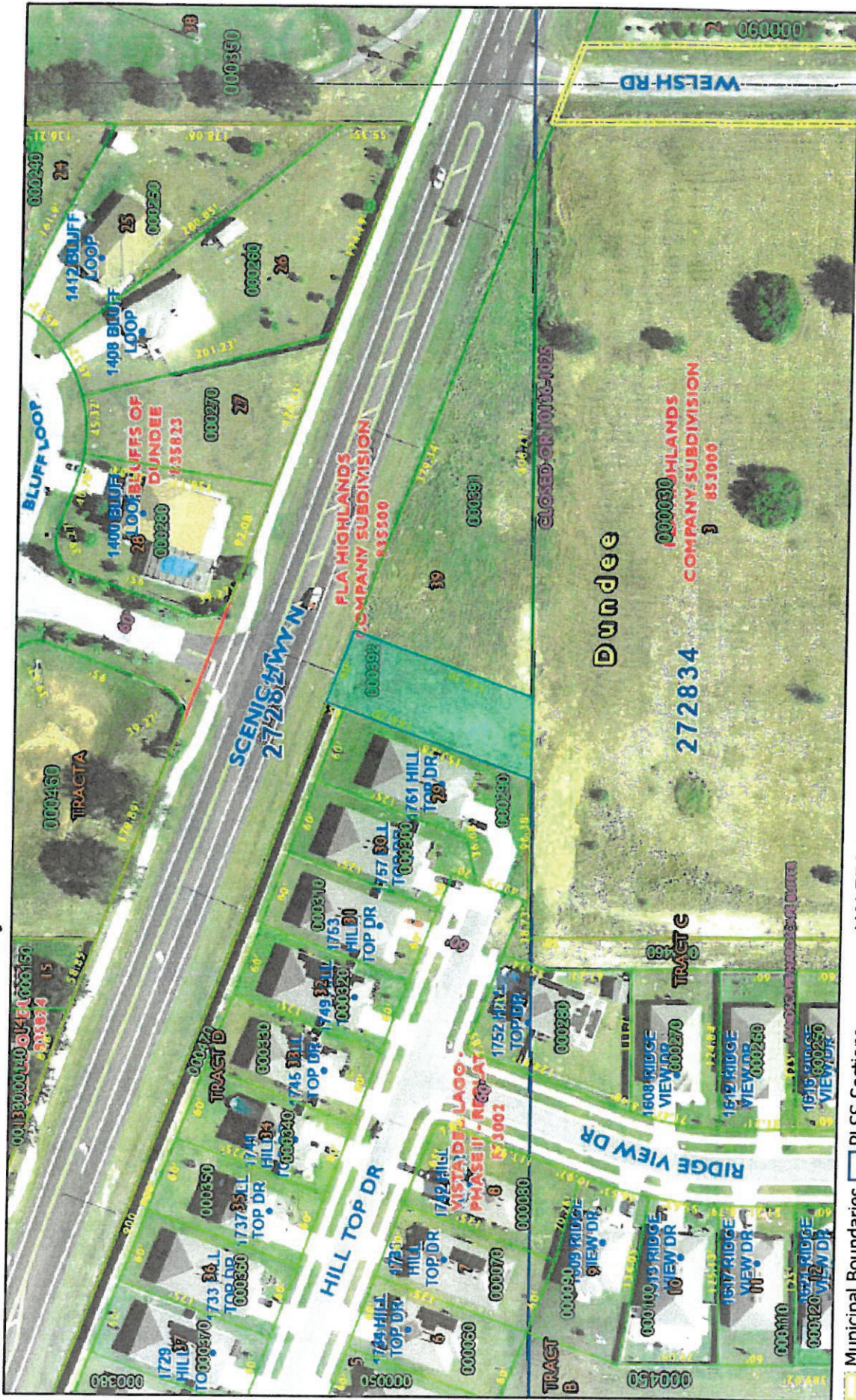
[Seal]





Notary Public
Print Name: Paula K. Tierney
My Commission Expires: _____

Utility Easement 0 Scenic Hwy



0 55 110 220 Feet

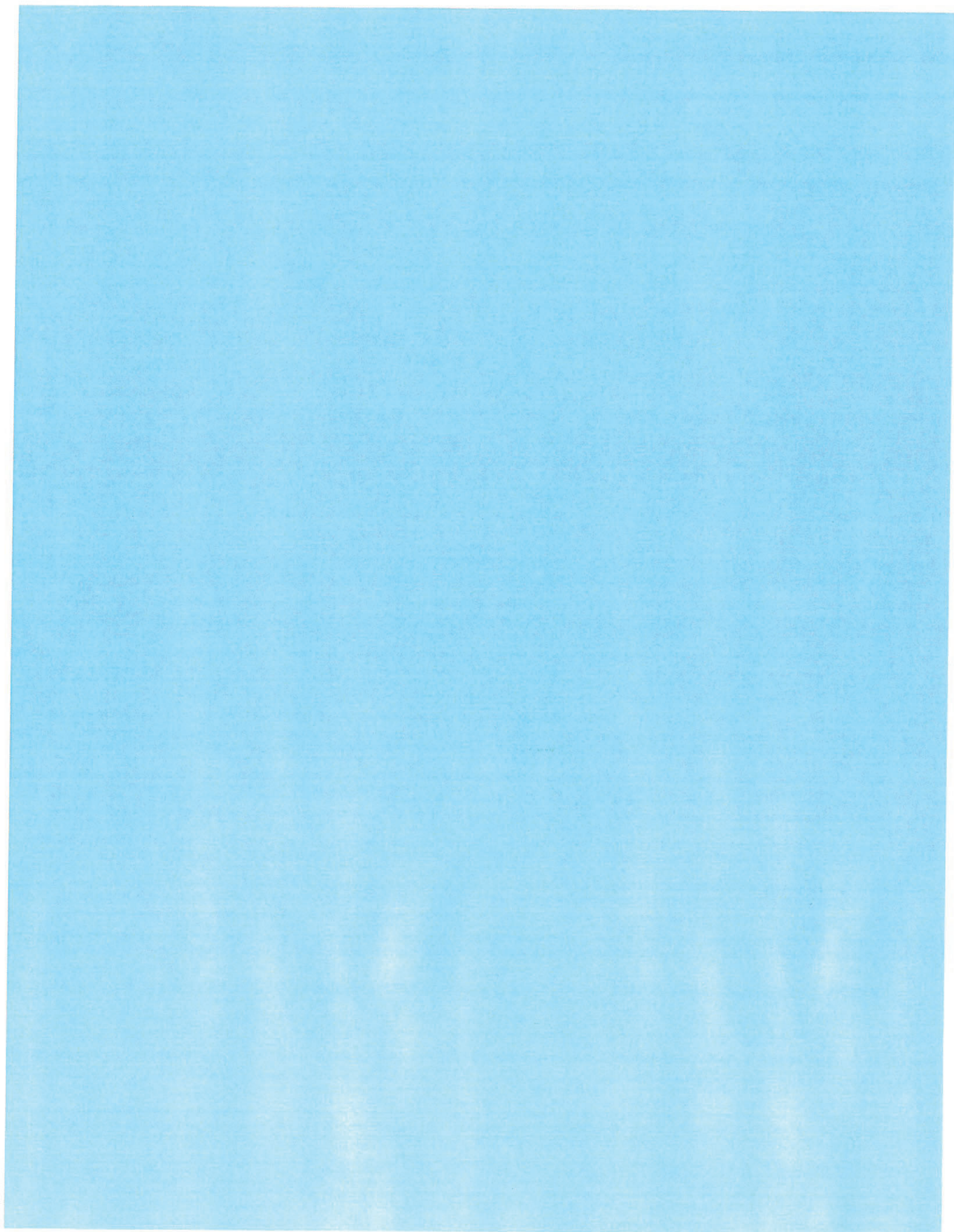
All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".

Polk County Property Appraiser
Polk County, Florida
By Division May 14, 2025

PROPERTY APPRAISER

N
W
E
S

- HALFFOOT2023**
- Municipal Boundaries
 - PLSS Sections
 - PLSS Subdivisions
 - PLSS Townships
 - Arrows
 - Parcels
 - E911 Site Address Points
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3



NOT A BOUNDARY SURVEY (ALT. U.S. HIGHWAY 27) STATE ROAD 17

EXHIBIT B

LOT 31

LOT 30

LOT 29
VISTA DEL LAGO-PHASE II-REPLAT
PLAT BOOK 176, PAGES 15-16

#272827
-835500
-000392

S69°32'52"E 60.00'
S20°27'08"W 145.30' (DEED)
PART OF TRACT 39
FLORIDA HIGHLANDS COMPANY'S SUB.
PLAT BOOK 1C, PAGE 87

#272827
-835500
-000391

HILL TOP DRIVE
60' R/W

N20°27'08"E 31.87'
SE CORNER OF LOT 29

64.25'
S89°29'40"W

S20°27'08"W 31.87'

27-28-27
34-28-27

LEGEND

60' R/W CLOSED
ORDINANCE 17-02
O.R.B. 7078, PAGE 2266
O.R.B. 10136, PAGE 1025

B-18

□ STORM INLET
□ P.R.M.



PROPOSED PUBLIC DRAINAGE & UTILITY EASEMENT
EXISTING PUBLIC DRAINAGE & UTILITY EASEMENT

SOUTH LINE OF
SECTION 27

DESCRIPTION:

THE SOUTH 30.00 FEET OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 13381, PAGE 1064 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 29 OF VISTA DEL LAGO-PHASE II-REPLAT AS RECORDED IN PLAT BOOK 176, PAGE 15 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID LOT 29, N20°27'08"E A DISTANCE OF 31.87 FEET; THENCE LEAVING SAID EAST LINE, N89°29'40"E A DISTANCE OF 64.25 FEET TO THE EAST LINE OF SAID PARCEL; THENCE ALONG THE EAST LINE OF SAID PARCEL, S20°27'08"W A DISTANCE OF 31.87 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTH LINE OF SAID PARCEL, S89°29'40"W A DISTANCE OF 64.25 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1927.7 SQUARE FEET, MORE OR LESS.

ALAN L. RAYL, PE, PSM



PREPARED FOR:

TOWN OF DUNDEE
202 EAST MAIN STREET
DUNDEE, FLORIDA 33838

SHEET TITLE:

SCENIC HIGHWAY
DESCRIPTION SKETCH
DRAINAGE EASEMENT

JOB NO.

25-111

DATE:

APRIL, 2024

DRAWN BY:

JPT

CHECKED BY:

AR



NORTH
SCALE 1"=40'

1 OF 1

