

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

Frederick J. Murphy, Jr., Esquire  
Boswell & Dunlap LLP  
Post Office Drawer 30  
245 South Central Avenue (33830)  
Bartow, FL 33831

## WATER SUPPLY ALLOCATION AGREEMENT

THIS WATER SUPPLY ALLOCATION AGREEMENT (the "Agreement") is made and entered into this 16<sup>th</sup> day of August, 2024, by and between KB HOME ORLANDO, LLC, an active Delaware limited liability corporation, whose address is 9102 Southpark Center Loop, Suite 100, Orlando, Florida 32819 ("OWNER"), and the **TOWN OF DUNDEE, FLORIDA**, a municipal corporation created under the laws of the State of Florida ("TOWN").

### RECITALS

1. TOWN owns and operates a central water supply system and provides central water service throughout its exclusive service area.
2. OWNER owns property ("Property") upon which it currently owns and operates well(s) through which groundwater is supplied for agricultural or other uses on the Property. The Property is described in **Exhibit "A"** attached to and incorporated in this Agreement.
3. OWNER proposes to develop the Property which contemplates a conversion of land uses from agricultural or other uses to urban uses.
4. These urban uses will require the extension and delivery of domestic potable water service to the Property.
5. OWNER desires the extension of domestic potable water service to the Property.
6. TOWN is ready, willing, and able to extend such service subject to the terms and conditions of those certain CONCURRENCY DEVELOPER'S AGREEMENTS (collectively the "Agreements") entered into by the OWNER and TOWN regarding the TOWN's provision of water and wastewater services for the Property as well as other development matters associated with the Property and further subject to transfer of OWNER's water allocation associated with the well(s) located on the Property.
7. The Agreements are attached hereto as **Composite Exhibit "C"** and made a part hereof by reference.

8. OWNER is willing to agree to such water allocation.
9. The parties agree and acknowledge that each of them is authorized and empowered to enter into this Agreement.

**ACCORDINGLY**, in consideration of the above-referenced Recitals, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

**SECTION 1. 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 entry into this Agreement, and the factual recitals are hereby adopted as the findings supporting the entry into this Agreement between the TOWN and OWNER.

**SECTION 2. WATER ALLOCATION TRANSFER.** The OWNER hereby consents and agrees to transfer and transfers the water allocation (whether surface water, groundwater, or both) allocated by the Southwest Florida Water Management District ("SWFWMD") under consumptive use/water use permit numbers, as more particularly described in **Exhibit "B"** attached to and incorporated in this Agreement, (and any other unpermitted water allocation associated with any wells on the Property) to the TOWN. The permitting quantity for the well(s) is currently 230,800 gallons per day ("GPD"). OWNER further agrees to transfer said permit to TOWN if necessary to effectuate the transfer of the water allocation to the TOWN and execute any documents and/or take any and all other actions determined necessary by the TOWN in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. Provided further that OWNER shall be responsible for any costs and/or actions required by SWFWMD and/or any agencies with jurisdiction in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. This transfer shall become effective upon the effective date of this Agreement. The Town, upon credit or increase to the Town WUP from SWFWMD arising out of the transfer of the Wells, shall allocate and assign any increase or credit to the Town's WUP to the Owner, or related entities, on a pro rata basis for the purpose of establishing concurrency for Owner's projects located within the Town's Chapter 180 Utility Service Area.

**SECTION 3. RECORDING.** OWNER agrees that TOWN may record this Agreement in the Public Records of Polk County, Florida.

**SECTION 4. EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date on which the TOWN's governing body approves this Agreement.

**SECTION 5. COVENANT RUNNING WITH THE LAND.** OWNER agrees that its transfer of water allocation is a covenant running with the Property and shall be binding on future owners of the Property.

**SECTION 6. WATER SERVICE.** Upon the receipt of a credit and/or increase in the permitted capacity of Public Supply Water Use Permit (No. 20005893.013) (the "Town WUP") arising out of the transfers (see **Exhibit "B"**) which are the subject of this Agreement, the TOWN shall provide water service to the OWNER, its successors or assigns for use on the Property.

SECTION 7. **SEVERABILITY**. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 8. **GOVERNING LAW AND VENUE**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be exclusively in the state courts of competent jurisdiction in Polk County, Florida.

SECTION 9. **AUTHORITY TO EXECUTE AGREEMENT**. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full power and authority to bind the entity for which that person is signing.

SECTION 10. **CAPACITY**. No specific reservation of water or wastewater capacity is granted by TOWN under this Agreement EXCEPT as specifically stated herein.

SECTION 11. **ARMS LENGTH TRANSACTION**. Both parties have contributed to the preparation, drafting and negotiation of this Agreement and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 12. **AMENDMENT AND ASSIGNMENT**. This Agreement may not be amended and/or assigned, unless evidenced in writing and executed by the parties hereto and approved by the TOWN's governing body.

SECTION 13. **PUBLIC RECORDS**. The OWNER covenants and agrees to:

13.1 Keep and maintain public records required by the TOWN to perform in accordance with the terms of this Agreement.

13.2 Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

13.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement and/or any amendment(s) issued hereunder if the OWNER does not transfer the records to the TOWN.

13.4 Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the TOWN all public records in possession of the OWNER or keep and maintain public records required by the TOWN to perform the service. If the OWNER transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the OWNER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the OWNER keeps and maintains public records upon completion of the Agreement and/or any

Amendment(s) issued hereunder, the OWNER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

**IF THE OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TREVOR DOUTHAT, AT 863-438-8330, EXT. 238, [TDouthat@townofdundee.com](mailto:TDouthat@townofdundee.com), 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.**

If the OWNER does not comply with a public records request, the TOWN shall enforce the Agreement and/or any amendment(s) issued hereunder which may include immediate termination of Agreement and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreement.**

***[Remainder of page intentionally left blank]***

**IN WITNESS WHEREOF**, the parties hereto have hereunder executed this Agreement on the date and year first above written.

**ATTEST:**

**TOWN OF DUNDEE, FLORIDA, a  
Florida municipal corporation**

\_\_\_\_\_  
Trevor Douthat  
Town Clerk

\_\_\_\_\_  
Samuel Pennant  
Mayor

Approved as to form and correctness:

\_\_\_\_\_  
Frederick J. Murphy, Jr.  
Town Attorney

STATE OF FLORIDA  
COUNTY OF POLK

Before me, by means of  physical presence or  online notarization, the undersigned authority, this day personally appeared SAMUEL PENNANT, as Mayor of the Town of Dundee, Florida, a Florida municipal corporation,  to me well known and known to me to be the individual described in and/or  produced \_\_\_\_\_ as identification and who executed the forgoing instrument, and was authorized on behalf of said Town of Dundee, Florida, a Florida municipal corporation, to execute same, and he severally acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_

Notary Public in and for the State of Florida at Large

OWNER  
KB HOME ORLANDO LLC, a Delaware  
Limited Liability Company

By: CASEY DARE *Casey Dare*  
Print Name:

Its: VICE PRESIDENT, OPERATIONS

Date: AUGUST 16, 2024

[CORPORATE SEAL]

*[Signature]*  
↑ Witness signature ↑

Print witness name: Stephen White

*[Signature]*  
↑ Witness signature ↑

Print witness name: AARON REID

STATE OF FLORIDA  
COUNTY OF Orange

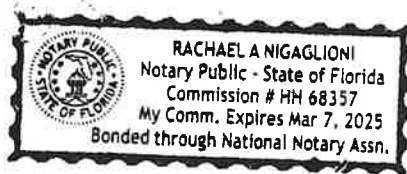
Before me, by means of  physical presence or  online notarization, the undersigned authority, this day personally appeared Casey Dare, as Vice President Operations of KB Home Orlando, a Delaware Limited Liability Company,  to me well known and known to me to be the individual described in and/or  produced \_\_\_\_\_ as identification and who executed the forgoing instrument, and was authorized on behalf of said KB Home Orlando, a Delaware Limited Liability Company, to execute same, and (s)he severally acknowledged before me that (s)he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 16 day of August, 2024.

My Commission expires:

March 7, 2025

*[Signature]*  
Notary Public in and for the State of Florida at Large



**EXHIBIT "A"**

LEGAL DESCRIPTION & DEPICTION OF PROPERTY

## EXHIBIT "A"

### LEGAL DESCRIPTION OF PROPERTY

#### PARCEL I

The Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 and the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida. LESS AND EXCEPT the following described property: Beginning at a point 6 feet East of the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 28 South, Range 27 East, running in a Southerly direction 1,383.8 feet to a fence post located 89.6 feet South and 30 feet East of the Southeast corner of the same 40-acre tract, thence Westerly 719 feet along fence line to a post located 16 feet South of and 22 feet West of the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 28 South, Range 27 East, thence Northerly 1,346.8 feet to a fence

post located 42 feet North and 42 feet West of the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 35, thence Easterly along fence 718 feet to the Point of Beginning.

#### PARCEL II

Beginning at the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida; thence run West 71.5 feet, South 1,285.00 feet, East 65.5 feet to the Southeast corner of the Northwest 1/4 of the Southeast 1/4, thence run North 1,284.95 feet to the Point of Beginning. LESS AND EXCEPT from the above described lands, ALL of North Grove Subdivision recorded in Plat Book 105, Page 40, Public Records of Polk County, Florida.

#### LESS

Any existing rights-of-way for Lake Mabel Loop Road and Almburg Road.  
ALSO DESCRIBED AS:

A parcel of land lying in the East 1/2 of Section 35, Township 28 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of aforesaid Section 35 thence run South 00°28'43" West along the East line of said Northeast 1/4 for a distance of 1283.42 feet; to the Northeast corner of the Southeast 1/4 said Northeast 1/4 also being the POINT OF BEGINNING; thence continuing along said East line run South 00°28'43" West for a distance of 1283.13 feet; thence departing said East line run North 89°11'04" West for a distance of 707.10 feet; thence run South 00°30'16" East for a distance of 1326.48 feet to a point on the South line of the Northeast 1/4 of the Southeast 1/4 of aforesaid Section 35; thence run South 89°20'07" West along said South line for a distance of 639.76 feet to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 35; thence departing said South line run South 89°20'07" West along the South line of the Northwest 1/4 of said Southeast 1/4 of Section 35 for a distance of 65.50 feet; thence departing said South line run North 00°00'33" West for a distance of 1284.89 feet to a point on the North line of the Northwest 1/4 of said Southeast 1/4 of Section 35; thence run North 89°23'56" East along said North line for a distance of 71.50 feet to the Northwest corner of said Northeast 1/4 of the Southeast 1/4 of said Section 35; thence departing said North line run North 00°15'42" East along the West line of the Southeast 1/4 of the Northeast 1/4 of said Section 35 for a distance of 1285.32 feet to the Northwest corner of said Southeast 1/4 of the Northeast 1/4 of Section 35, thence departing said West line run North 89°29'03" East along the North line of said Southeast 1/4 of the Northeast 1/4 for a distance of 1333.40 feet to aforesaid POINT OF BEGINNING.

#### LESS:

Any existing rights-of-way for Lake Mabel Loop Road and Almburg Road.

#### AND

#### PARCEL III:

A portion of Lot 7 of NORTH GROVE SUBDIVISION, according to the Plat thereof as recorded in Plat Book 105, Page 40, of the Public Records of Polk County, Florida, being more particularly described as follows:

Begin at a point on the Southwest corner of said Lot 7, said point also being the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida;



thence run North 00°15'42" East along the West line of said Lot 7 and the East line of the said Northwest 1/4 of the Northeast 1/4 for a distance of 463.48 feet to the Northwest corner of said Lot 7, thence departing said Northwest corner of Lot 7 and the East line of the Northwest 1/4 of the Northeast 1/4 run North 89°40'21" East along the North line of said Lot 7 for a distance of 571.63 feet to the Northeast corner of said Lot 7; thence departing said Northeast corner of Lot 7 run South 00°36'09" East along the East line of said Lot 7 and Southerly extension of said East line for a distance of 461.56 feet to a point on the South line of said Lot 7, said point also being on the North line of the Southeast 1/4 of the Northeast 1/4 of said Section 35, Township 28 South, Range 27 East; thence run South 89°29'03" West along the South line of said Lot 7 and the North line of said Southeast 1/4 of the Northeast 1/4 for a distance of 578.62 feet to the aforesaid Southwest corner of Lot 7 and the Southeast corner of the Northwest 1/4 of the Northeast 1/4 and the Point of Beginning.

#### PARCEL IV:

A portion of the Northwest 1/4 of Section 36, Township 28 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Northwest 1/4, thence South 00°28'43" West, along the West line of said Northwest 1/4, a distance of 1283.42 feet to the Northwest corner of the Southwest 1/4 of said Northwest 1/4 and to a Point of Beginning; thence North 89°51'44" East, a distance of 3.84 feet to a point on the West maintained right-of-way line for Lake Mabel Loop Road as shown in Map Book 11, Pages 144 through 155 of the Public Records of Polk County, Florida; thence the following twelve (12) courses along said West maintained right-of-way line, South 00°08'16" East, a distance of 68.62 feet; thence South 00°01'23" East, a distance of 100.00 feet; thence South 00°08'16" East, a distance of 100.00 feet; thence South 00°32'19" East, a distance of 100.00 feet; thence South 00°42'38" East, a distance of 100.00 feet; thence South 00°32'19" East, a distance of 100.00 feet; thence South 00°46'04" East, a distance of 100.00 feet; thence South 00°39'12" East, a distance of 100.00 feet; thence South 00°42'38" East, a distance of 100.00 feet; thence South 00°35'46" East, a distance of 100.00 feet; thence South 00°42'38" East, a distance of 100.00 feet; thence South 00°45'52" East, a distance of 14.18 feet; thence departing said West maintained right-of-way line, run South 89°14'08" West, a distance of 26.60 feet to the Southwest corner of the Southwest 1/4 of said Northwest 1/4, thence North 00°28'43" East, along the West line of the Southwest 1/4 of said Northwest 1/4, a distance of 1283.13 feet to the Point of Beginning.