

SPACE FOR RECORDING:

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 5th day of November, 2024, by and between AG INVESTMENTS OF BURLINGTON, an Florida Limited Liability Company, whose address is 5524 US 90 N, LOVELAND, Florida 33804 (the "OWNER"), and the **TOWN OF DUNDEE, FLORIDA**, a municipal corporation created under the laws of the State of Florida ("TOWN").

FACTUAL 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. 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
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. **FACTUAL 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 28,600 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, LITA O'NEILL, AT 863-438-8330, EXT. 238, LONEILL@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**

Lita O'Neill
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 Lee Sab
AG Investments of Polk County, LLC

By: LEE Saunders - member
Print Name:

Its: member

Date: 11/5/2024

[CORPORATE SEAL]

[Signature]
Witness signature

↑ Witness signature ↑
Print witness name: Jessica Brady

[Signature]
Witness signature

↑ Witness signature ↑
Print witness name: Pam Chaney

STATE OF FLORIDA
COUNTY OF Polk

Before me, by means of physical presence or online notarization, the undersigned authority, this day personally appeared Lee Saunders, as member of AG Investments of Polk County, LLC a PK to me well known and known to me to be the individual described in and/or produced PK as identification and who executed the forgoing instrument, and was authorized on behalf of said _____, a _____, 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 7 day of November 2024.

My Commission expires:
HH562402

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



PAMELA G. CHANCEY
Commission # HH 562402
Expires October 15, 2028

EXHIBIT "A"

LEGAL DESCRIPTION & DEPICTION OF PROPERTY

SKETCH OF DESCRIPTION

SECTION 2, TOWNSHIP 29 SOUTH, RANGE 27 EAST
POLK COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION (OVERALL PARCEL)

A parcel of land lying within Section 2, Township 29 South, Range 27 East, Polk County, Florida and being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 2; thence N.89 degrees 14'49"E., on the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 2, a distance of 33.00 feet to a point on the East right of way line of Scenic Highway and the POINT OF BEGINNING; thence N.00 degrees 36'30"W., on the East right of way line of said Scenic Highway, a distance of 663.53 feet to a point on the North line of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 2 also being the South line of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.00 degrees 36'30"W., continuing on the East right of way line of said Scenic Highway, a distance of 648.41 feet to a point at the intersection of the East right of way line of said Scenic Highway and the South right of way line of Stalnakar Road; thence N.89 degrees 15'15"E., on the South right of way line of said Stalnakar Road, a distance of 1285.32 feet to a point on the East line Southwest 1/4 of the Northwest 1/4 of said Section 2 also being a point on the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence N.89 degrees 15'15"E., continuing on the South right of way line of said Stalnakar Road, a distance of 659.16 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being a point on the West line Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.89 degrees 15'15"E., continuing on the South right way line of said Stalnakar Road, a distance of 659.16 feet to the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence N.88 degrees 57'38"E., continuing on the South right of way line of said Stalnakar Road, a distance of 653.70 feet to a point on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.00 degrees 47'33"E., on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 650.30 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.89 degrees 06'56"W., on the South line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 656.30 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2 also being a point on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence S.00 degrees 33'42"W., on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2, a distance of 663.54 feet to the Southeast corner of the Northwest 1/4 of said Section 2; thence S.89 degrees 55'32"W., on the South line of the Northwest 1/4 of said Section 2, a distance of 1318.08 feet to the Northeast corner of TWIN FOUNTAINS CLUB, INC., as recorded in Condominium Plat Book 33 Page 3 of the Public Records of Polk County, Florida, also being the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence S.88 degrees 25'09"W., on the North line of the said TWIN FOUNTAINS CLUB, INC. also being the South line of the Northwest 1/4 of said Section 2, a distance of 1284.78 feet to the POINT OF BEGINNING.

Parcel contains 87.60 acres, more or less.

SURVEYOR'S REPORT

1. This sketch not valid unless embossed or stamped with a surveyor's seal.
2. Underground encroachments such as utilities and foundations, that may exist, have nor been located.
3. Parcel numbers, owners name, address and zoning shown hereon obtained from the Polk County Property Appraisers web site.
4. This is NOT a Boundary Survey.
5. This sketch was prepared without the benefit of a current Title Commitment, Title Opinion or Ownership and Encumbrance Report. Therefore there may be easements, rights of way or other encumbrances that are not shown on this sketch that may be found in the Public Records of Polk County, Florida.
6. Legal description shown hereon prepared by the undersigned surveyor.
7. Bearings shown hereon are based on the Florida State Plane Coordinate System, West Zone, 1983-2011 adjustment, holding the West line of the Northwest 1/4 Section 2, Township 29 South, Range 27 East as being N.00 degrees 36'30"W.

SURVEYOR'S CERTIFICATE

I, the undersigned Professional Surveyor and Mapper, hereby certify that this Sketch of Description was prepared under my direct supervision, that to the best of my knowledge, information and belief is a true and accurate representation shown and described, and that it meets the Standards of Practice for Land Surveying in the State of Florida Florida Administrative Code.



Steven E. Semple
Professional Surveyor and Mapper No. 5489
State of Florida



| | | |
|---|--|--|
| PREPARED BY: ACCURATE SURVEYING OF FLORIDA, INC. 4206 NATIONAL GUARD DRIVE PLANT CITY, FLORIDA 33563 (813) 645-2300 LICENSE BUSINESS NO. 8211 | PREPARED FOR: AG INVESTMENT OF POLK COUNTY LLC 5529 US HIGHWAY 98 N LAKELAND, FLORIDA 33809-3103 | CREW CHIEF: N/A PROJECT # STALNAKER OVERALL |
| | SHEET NAME: SKETCH OF DESCRIPTION HILLS OF DUNDEE - OVERALL PARCEL POLK COUNTY, FLORIDA | DRAWN BY: BB DATE: 11/27/22 |
| | | REVISION DATE: 01/20/23 01/28/23 02/02/23 |

SKETCH OF DESCRIPTION

SECTION 2, TOWNSHIP 29 SOUTH, RANGE 27 EAST
POLK COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY



NORTH

GRAPHIC SCALE



(IN FEET)

1 inch = 300' ft.

POINT AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SCENIC HIGHWAY AND THE SOUTH RIGHT OF WAY LINE OF STALNAKER ROAD

STALNAKER ROAD
RIGHT OF WAY (WIDTH VARIES)
L4

POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2-29-27 ALSO BEING A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 2-29-27 **L5**

SCENIC HIGHWAY (SR 17)

66' RIGHT OF WAY PER FDOT
RIGHT-OF-WAY MAP PROJECT NO. 5209, DATED JUNE 4, 1940

L3

L2

L1

MATCH LINE "A" - (SEE SHEET 3 OF 3)

PARCEL NO. 27-29-02-000000-034010

AG INVESTMENTS OF POLK COUNTY LLC
5529 US HIGHWAY 98 NORTH
LAKELAND, FLORIDA 33809-3103

PROPERTY USE: CITRUS

UNPLATTED

SOUTH RIGHT OF WAY LINE OF STALNAKER ROAD

NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 SECTION 2-29-27 ALSO BEING THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 SECTION 2-29-27

"OVERALL PARCEL"

87.60 ACRES MORE OR LESS

PARCEL NO. 27-29-02-000000-034020

AG INVESTMENTS OF POLK COUNTY LLC
5529 US HIGHWAY 98 NORTH
LAKELAND, FLORIDA 33809-3103

PROPERTY USE: CITRUS

UNPLATTED

NORTH BOUNDARY LINE OF TWIN FOUNTAINS CLUB, INC. CONDOMINIUM BOOK 3 PAGE 33

L12

SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 2-29-27

NORTHEAST CORNER OF TWIN FOUNTAINS CLUB, INC. ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2-29-27 ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2-29-27 **L11**

POINT OF BEGINNING

OVERALL PARCEL POINT ON THE EAST RIGHT OF WAY LINE OF SCENIC HIGHWAY

POINT OF COMMENCEMENT

OVERALL PARCEL SOUTHWEST CORNER OF THE NORTHWEST 1/4 SECTION 2-29-27
F.I.P. 1"
F.N&D. L.B. #7805
1.03' N
1.53' W

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | LENGTH |
| L1 | N89°25'09"E | 33.00' |
| L2 | N00°36'30"W | 663.53' |
| L3 | N00°36'30"W | 648.41' |
| L4 | N89°15'15"E | 1285.32' |
| L5 | S89°55'19"E | 659.16' |
| L11 | S89°55'32"W | 1318.08' |
| L12 | S88°25'09"W | 1284.78' |

TWIN FOUNTAINS CLUB, INC.,
(CONDOMINIUM PLAT BOOK 3 PAGE 33)

LEGEND

F.I.P. FOUND IRON PIPE
L.B. LICENSE BUSINESS
F.P.K.N. & D. FOUND P.K. NAIL AND DISK (NUMBER AS NOTED)

PREPARED BY:

ACCURATE SURVEYING OF FLORIDA, INC.
4206 NATIONAL GUARD DRIVE
PLANT CITY, FLORIDA 33563
(813) 645-2300
LICENSE BUSINESS NO. 8211

PREPARED FOR:

AG INVESTMENT OF POLK COUNTY LLC
5529 US HIGHWAY 98 N
LAKELAND, FLORIDA 33809-3103

SHEET NAME:

SKETCH OF DESCRIPTION
HILLS OF DUNDEE - OVERALL PARCEL
POLK COUNTY, FLORIDA

CREW CHIEF:

N/A

PROJECT #

STALNAKER OVERALL

DRAWN BY:

BB

DATE:

11/27/22

CHECKED BY:

D.J.B.

SHEET

2 OF 3

REVISION DATE:

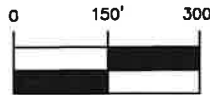
01/20/23
01/28/23

SKETCH OF DESCRIPTION

SECTION 2, TOWNSHIP 29 SOUTH, RANGE 27 EAST
POLK COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY

GRAPHIC SCALE



(IN FEET)

1 inch = 300' ft.



NORTH

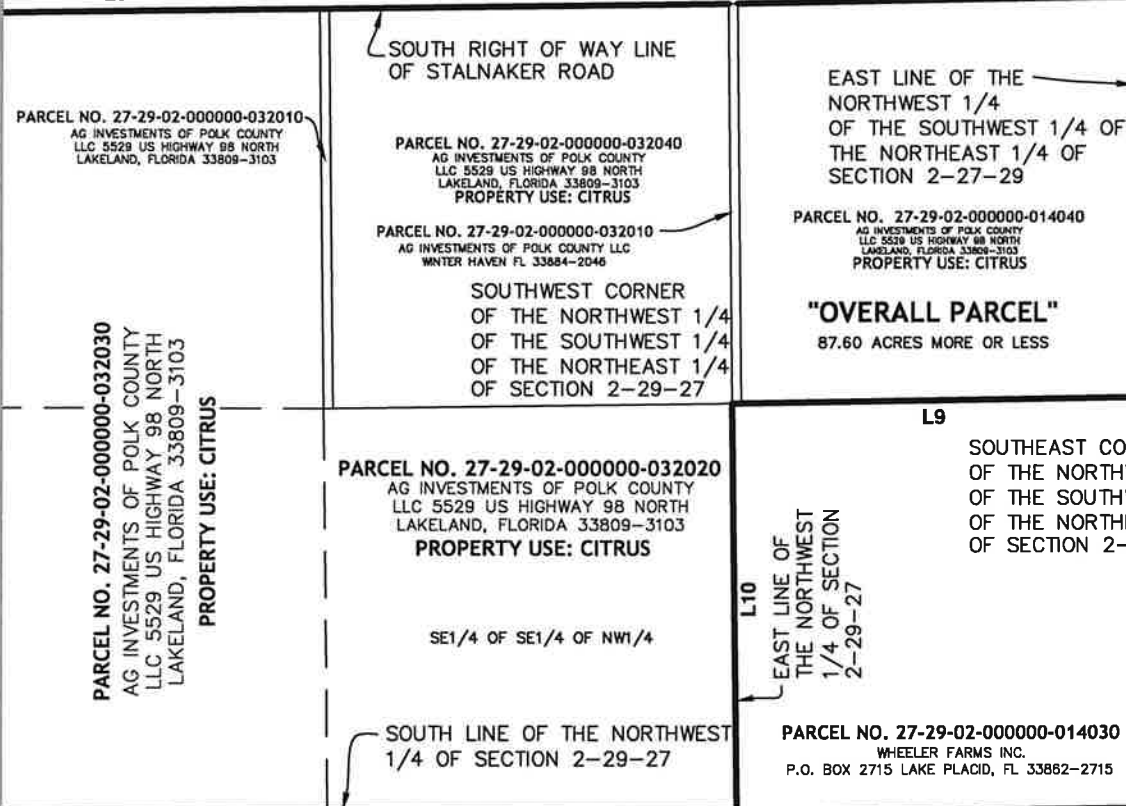
POINT ON THE EAST LINE
OF THE NORTHWEST 1/4
OF THE SOUTHWEST 1/4
OF THE NORTHWEST 1/4
OF SECTION 2-29-27
ALSO BEING
A POINT ON THE WEST LINE
OF THE NORTHEAST 1/4
OF THE SOUTHWEST 1/4
OF THE NORTHWEST 1/4
OF SECTION 2-29-27
L5

POINT ON THE EAST LINE
OF THE SOUTHWEST 1/4
OF THE NORTHWEST 1/4
OF SECTION 2-29-27
ALSO BEING
A POINT ON THE WEST LINE
OF THE SOUTHWEST 1/4
OF THE NORTHEAST 1/4
OF SECTION 2-29-27
L6

POINT ON THE EAST LINE
OF THE NORTHWEST 1/4
OF THE SOUTHWEST 1/4
OF THE NORTHEAST 1/4
OF SECTION 2-29-27
L7

STALNAKER ROAD
RIGHT OF WAY (WIDTH VARIES)
L6

MATCH LINE "A" - (SEE SHEET 2 OF 3)



PARCEL NO. 27-29-02-000000-014010
S. & J PARTNERSHIP
POST OFFICE BOX 321
HAWESVILLE, GA 30145-0321
PROPERTY USE: CITRUS W/MISC. IMP.
UNPLATTED

UNPLATTED

PARCEL NO. 27-29-02-000000-041000
SCHOOL BOARD OF POLK COUNTY
FUTURE SITE HIGH SCHOOL SCENIC
HWY P.O. BOX 391 BARTOW, FL 33831-0391

SOUTHWEST CORNER
OF THE NORTHWEST 1/4
OF THE SOUTHWEST 1/4
OF THE NORTHEAST 1/4
OF SECTION 2-29-27
L9

SOUTHWEST CORNER
OF THE NORTHWEST 1/4
OF THE SOUTHWEST 1/4
OF THE NORTHEAST 1/4
OF SECTION 2-29-27
L10

SOUTHWEST CORNER
OF THE NORTHWEST 1/4
OF SECTION 2-29-27
L11

SOUTHWEST CORNER
OF THE SOUTHWEST 1/4
OF THE NORTHWEST 1/4
OF SECTION 2-29-27
N.C.F.

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | LENGTH |
| L5 | S89°55'19"E | 659.16' |
| L6 | S89°55'19"E | 659.16' |
| L7 | S88°57'38"W | 657.30' |
| L8 | S00°47'33"E | 650.30' |
| L9 | S89°06'56"W | 656.30' |
| L10 | S00°33'42"E | 663.54' |
| L11 | S89°55'32"W | 1318.08' |

PREPARED BY:
ACCURATE SURVEYING OF FLORIDA, INC.
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PLANT CITY, FLORIDA 33563
(813) 645-2300
LICENSE BUSINESS NO. 8211

PREPARED FOR:
AG INVESTMENT OF POLK COUNTY LLC
5529 US HIGHWAY 98 N
LAKELAND, FLORIDA 33809-3103

SHEET NAME: **SKETCH OF DESCRIPTION**
HILLS OF DUNDEE - OVERALL PARCEL
POLK COUNTY, FLORIDA

CREW CHIEF: **N/A**
PROJECT # **STALNAKER OVERALL**
DRAWN BY: **BB**
DATE: **11/27/22**
CHECKED BY: **D.J.B.**
SHEET **3** OF **3**
REVISION DATE:
01/20/23
01/28/23

Report Cover Page

Selection Criteria:

- Permit Number: 175
- Permit Revision: 8
- Report Name: WUP File of Record Report

The information provided is based on the information available at the time of request. The information is believed to be accurate and complete, but is subject to the accuracy and completeness of information submitted to the District by permittees and other sources and is subject to the specific request made. The District does not warrant that the information is suitable for any particular use.

Permit #: 175.008
 Permit Dept: Barrow
 Permittee Name: Ag Investments (I) Polk County, Llc Ann L. Saunders
 Address: 5529 E. S. Hwy 98 N
 Label: 11 17809
 Phone: (904) 439-5686
 Type: Small General
 Class: Tier Modification
 Project Name: Clay Road Groves, Llc

| Acre: | () Ined | () ntilled | erled | Leased | Total |
|-------|---------|------------|-------|--------|--------|
| | 31.000 | | | | 31.000 |

| Total Quantities: | Wg GPD | Avg Drough GPD | Peak GPD | Max GPD |
|-------------------|--------|----------------|----------|-----------|
| Requested | 29,500 | Not Specified | 180,400 | 360,000 |
| Permitted | 28,600 | 38,900 | 174,100 | 1,804,300 |

Perd Use Type: Agricultural
 W.C.A.: Southern Water Use (a-hon Area
 Basin: Peace River
 County: Polk

| Referencing: | Range | Section(s) |
|--------------|-------|------------|
| | 27 | 02 |

| Well ID | Well Name | Well Type | Well Status | Well Function | Well Operation |
|---------|-----------|----------------|-------------|---------------|---------------------------|
| 1 | 15000 | AgriIrrigation | 1 | Irrigation | No Further Info Necessary |

| WD Type | WD Status | WD Function | WD Max GPD | WD Peak GPD | WD Avg GPD | Total Length | Case Length | Case Depth | Case ID |
|---------|-----------|-------------|------------|-------------|------------|--------------|-------------|------------|---------|
| 1 | 1 | Irrigation | 15000 | 15000 | 15000 | 251 | 215 | 15 | 15000 |

Monitor Type: None
Predom Use: Agricultural
WD Type: Withdrawal of Groundwater
District ID #: 1
Well ID: 1
Well Status: 1
Well Function: Irrigation
Well Operation: No Further Info Necessary

Well Type: Irrigation
Well Status: 1
Well Function: Irrigation
Well Operation: No Further Info Necessary