

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 10th day of December, 2024, by and between **WELSH ROAD LAND INVESTMENTS, LLC**, an active Florida limited liability company authorized to transact business in the State of Florida, whose address is 1901 Ulmerton Road, Suite 475, Clearwater, Florida, 33762 (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 no. 2250 & 8582, 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 37,700 & 96,600 = 134,300 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. 258, 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**

Erica Anderson, CMC
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 _____, 2026.

My Commission expires:

Notary Public in and for the State of Florida at Large

OWNER

WELSH ROAD LAND INVESTMENTS LLC
a FLORIDA limited liability company

By: [Signature]
Print Name: SUSAN K COLLINS

Its: MANAGER

Date: 10.4.2024

[Signature]
↑ Witness signature ↑
Angela Duncan
↑ Witness signature ↑

Print witness name: Angela Duncan

[Signature]
↑ Witness signature ↑
Mangis Emerson
↑ Witness signature ↑

Print witness name: Mangis Emerson

STATE OF FLORIDA
COUNTY OF Pinellas

Before me, by means of physical presence or online notarization, the undersigned authority, this day personally appeared SUSAN K COLLINS, as MANAGER of WELSH ROAD LAND INVESTMENTS a FLORIDA limited liability company, to me well known and known to me to be the individual described in and/or produced Driver License 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 4 day of October, 2024.

My Commission expires: 11.4.2025

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

 **RALDIRY L. WARFIELD**
Notary Public
State of Florida
Comm# HH195379
Expires 11/4/2025

EXHIBIT "A"

LEGAL DESCRIPTION & DEPICTION OF PROPERTY

PHASE 1, PARCEL 1:

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

LESS AND EXCEPT:

COMMENCING AT A POINT ON THE WEST BOUNDARY OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, SOUTH 1953.86 FEET FROM THE NORTHWEST CORNER OF SAID SECTION, THENCE NORTH 89°58'00" EAST, 31.80 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 17 FOR THE POINT OF BEGINNING, SAID POINT BEING 33.00 FEET FROM AND AT RIGHT ANGLE TO THE CENTERLINE OF SAID STATE ROAD, THENCE SOUTH 00°02'40" WEST ALONG SAID RIGHT-OF-WAY LINE, 75.80 FEET TO THE POINT OF CURVATURE OF RIGHT-OF-WAY LINE CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 114,625.60 FEET, THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE CURVE A CHORD BEARING AND DISTANCE OF SOUTH 00°03'00" WEST, 22.28 FEET, THENCE SOUTH 89°45'20" EAST, 304.80 FEET, THENCE NORTH 00°02'40" EAST, 418.63 FEET, THENCE NORTH 89°45'20" WEST, 304.78 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE, SAID POINT BEING 33.00 FEET FROM AND AT RIGHT ANGLE TO CENTERLINE OF SAID STATE ROAD, THENCE SOUTH 00°02'40" WEST ALONG SAID RIGHT-OF-WAY LINE 320.55 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

A PARCEL OF LAND LYING AND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE SOUTH 00°44'56" EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 1953.97 FEET; THENCE NORTH 89°13'13" EAST A DISTANCE OF 31.85 FEET TO THE EAST OF RIGHT-OF-WAY LINE OF STATE ROAD NO. 17 (U.S. HIGHWAY 27-A); THENCE SOUTH 00°42'07" EAST ALONG SAID EAST RIGHT-OF-WAY LINE 75.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 114,624.97 FEET; THENCE SOUTH ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°00'40", AN ARC DISTANCE OF 21.98 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 427, PAGE 715 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH AND EAST BOUNDARY OF SAID PARCEL THE FOLLOWING TWO (2) COURSES 1.) NORTH 89°29'00" EAST 304.85 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE 2.) NORTH 00°55'37" WEST 115.65 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH 89°20'13" EAST ALONG SAID NORTH LINE A DISTANCE OF 250.00 FEET; THENCE SOUTH 00°45'25" EAST 276.29 FEET; THENCE SOUTH 89°29'00" WEST AND PARALLEL WITH THE SOUTH LINE OF THE AFOREMENTIONED PARCEL A DISTANCE OF 554.80 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 17 (U.S. HIGHWAY 27-A), SAID POINT BEING A NON-TANGENT INTERSECTION WITH A CURVE CONCAVED WESTERLY HAVING A RADIUS OF 114,624.97 FEET; THENCE NORTH ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°04'48" (CHORD BEARING=N00°39'03" W, CHORD=160.00 FEET) AN ARC DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK 7427, PAGE 2202, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

FURTHER, LESS AND EXCEPT THE RIGHT OF WAY OF SCENIC HIGHWAY NORTH AS DESCRIBED IN DEED BOOK 612, PAGES 72, DEED BOOK 612, PAGE 75 AND DEED BOOK 612, PAGE 84, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PHASE 1, PARCEL 2:

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PHASE 1, PARCEL 3:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

LESS AND EXCEPT:

COMMENCING AT A POINT ON THE WEST BOUNDARY OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, SOUTH 1953.86 FEET FROM THE NORTHWEST CORNER OF SAID SECTION, THENCE NORTH 89°58'00" EAST, 31.80 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 17 FOR THE POINT OF BEGINNING, SAID POINT BEING 33.00 FEET FROM AND AT RIGHT ANGLE TO THE CENTERLINE OF SAID STATE ROAD, THENCE SOUTH 00°02'40" WEST ALONG SAID RIGHT-OF-WAY LINE, 75.80 FEET TO THE POINT OF CURVATURE OF RIGHT-OF-WAY LINE CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 114,625.60 FEET, THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE CURVE A CHORD BEARING AND DISTANCE OF SOUTH 00°03'00" WEST, 22.28 FEET, THENCE SOUTH 89°45'20" EAST, 304.80 FEET, THENCE NORTH 00°02'40" EAST, 418.63 FEET, THENCE NORTH 89°45'20" WEST, 304.78 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE, SAID POINT BEING 33.00 FEET FROM AND AT RIGHT ANGLE TO CENTERLINE OF SAID STATE ROAD, THENCE SOUTH 00°02'40" WEST ALONG SAID RIGHT-OF-WAY LINE 320.55 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

A PARCEL OF LAND LYING AND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE SOUTH 00°44'56" EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 1953.97 FEET; THENCE NORTH 89°13'13" EAST A DISTANCE OF 31.85 FEET TO THE EAST OF RIGHT-OF-WAY LINE OF STATE ROAD NO. 17 (U.S. HIGHWAY 27-A); THENCE SOUTH 00°42'07" EAST ALONG SAID EAST RIGHT-OF-WAY LINE 75.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 114,624.97 FEET; THENCE SOUTH ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°00'40", AN ARC DISTANCE OF 21.98 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 427, PAGE 715 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH AND EAST BOUNDARY OF SAID PARCEL THE FOLLOWING TWO (2) COURSES 1.) NORTH 89°29'00" EAST 304.85 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE 2.) NORTH 00°55'37" WEST 115.65 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH 89°20'13" EAST ALONG SAID NORTH LINE A DISTANCE OF 250.00 FEET; THENCE SOUTH 00°45'25" EAST 276.29 FEET; THENCE SOUTH 89°29'00" WEST AND PARALLEL WITH THE SOUTH LINE OF THE AFOREMENTIONED PARCEL A DISTANCE OF 554.80 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO, 17 (U.S. HIGHWAY 27-A), SAID POINT BEING A NON-TANGENT INTERSECTION WITH A CURVE CONCAVED WESTERLY HAVING A RADIUS OF 114,624.97 FEET; THENCE NORTH ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF

00°04'48" (CHORD BEARING=N00°39'03" W, CHORD=L60.00 FEET) AN ARC DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK 7427, PAGE 2202, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

FURTHER, LESS AND EXCEPT THE RIGHT OF WAY OF SCENIC HIGHWAY NORTH AS DESCRIBED IN DEED BOOK 612, PAGES 72, DEED BOOK 612, PAGE 75 AND DEED BOOK 612, PAGE 84, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PHASE 1, PARCEL 4:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PHASE 2, PARCEL 1:

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 LYING IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM ANY PORTION LYING WITHIN THE BOUNDARY OF THE MAINTAINED RIGHT OF WAY OF STEWARD ROAD.

LESS AND EXCEPT THEREFROM THAT PORTION AS CONVEYED TO THE TOWN OF DUNDEE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7674, PAGE 176, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING DESCRIBED AS: THE EAST 40.0 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; LESS AND EXCEPT THEREFROM EXISTING ROAD RIGHT OF WAY;

ALSO LESS AND EXCEPT THEREFROM THAT PORTION AS CONVEYED TO THE TOWN OF DUNDEE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7674, PAGE 178, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING DESCRIBED AS: THE SOUTH 40.0 FEET OF THE NORTH 170.00 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; LESS AND EXCEPT THEREFROM EXISTING ROAD RIGHT OF WAY.

PHASE 2, PARCEL 2:

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 LYING IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM ANY PORTION LYING WITHIN THE BOUNDARY OF THE MAINTAINED RIGHT OF WAY OF STEWARD ROAD.

LESS AND EXCEPT THEREFROM THAT PORTION AS CONVEYED TO THE TOWN OF DUNDEE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7674. PAGE 176, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING DESCRIBED AS: THE EAST 40.0 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; LESS AND EXCEPT THEREFROM EXISTING ROAD RIGHT OF WAY.

PHASE 2, PARCEL 3:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTION LYING WITHIN THE BOUNDARY OF THE MAINTAINED RIGHT-OF-WAY OF STEWARD ROAD.

PHASE 2, PARCEL 4:

THE WEST HALF OF THE FOLLOWING:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTH 60.00 FEET OF THE WEST 81.51 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTION LYING WITHIN THE BOUNDARY OF THE MAINTAINED RIGHT-OF-WAY OF STEWARD ROAD.

PHASE 2, PARCEL 5:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

PHASE 3, PARCEL 1:

THE NW 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS ANY EXISTING RIGHTS-OF-WAY FOR LAKE MABEL LOOP ROAD AND ALMBURG ROAD.

PHASE 3, PARCEL 2:

NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, ALL LYING IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA;

LESS AND EXCEPT THEREFROM ANY PORTION LYING WITHIN THE BOUNDARY OF THE MAINTAINED RIGHT OF WAY OF STEWARD ROAD.

FURTHER, LESS AND EXCEPT THEREFROM THAT PORTION AS CONVEYED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7590, PAGE 489, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING DESCRIBED AS: THE SOUTH 60 FEET OF THE WEST 81.51 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PHASE 3, PARCEL 3:

THE EAST ONE HALF OF THE FOLLOWING:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTH 60.00 FEET OF THE WEST 81.51 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTION LYING WITHIN THE BOUNDARY OF THE MAINTAINED RIGHT-OF-WAY OF STEWARD ROAD.

