

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

Reserved for Recording

WATER SUPPLY ALLOCATION AGREEMENT

THIS **WATER SUPPLY ALLOCATION AGREEMENT** (the "Agreement") is made and entered into this **13th day of January, 2026**, by and between **CASSIDY HOLDINGS, LLC**, an active Florida limited liability company, **MCGRADY ROAD INVESTMENT, LLC**, an active Florida limited liability company and **BHSL, LLC**, an active Florida limited liability company (hereafter collectively referred to as 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 **Composite 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. TOWN is ready, willing, and able to extend such service subject to the terms and conditions of that certain **CONCURRENCY DEVELOPER'S AGREEMENT** (the "Agreement") 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 the Agreement 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 Agreement is incorporated herein 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 **Composite 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.

OWNER further agrees to transfer said permits 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 well(s) located on the Property, 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 the Development (as defined in the Agreement) which is 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 the applicable **Town of Dundee Public Supply Water Use Permit** (No. 20005893.012) (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 for the Development (as defined in the Agreement).

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, ERICA ANDERSON, AT 863-438-8330, EXT. 238, EAnderson@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
Town Clerk

Samuel Pennant
Mayor

01/13/2026

Approved as to form and correctness:

Frederick J. Murphy, Jr.
Town Attorney

OWNER

By: _____

Print Name:

Its: _____

Date: _____

↑ Witness signature
↑

↑ Witness signature ↑ [CORPORATE SEAL]

Print witness name: _____

↑ Witness signature
↑

↑ Witness signature ↑

Print witness name: _____

STATE OF FLORIDA

COUNTY OF _____

Before me, by means of ☐ physical presence or ☐ online notarization, the undersigned authority, this day personally appeared _____, as _____ of _____, a _____, ☐ 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 _____, 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 _____ day of _____, 2026.

My Commission expires:

Notary Public in and for the State of Florida at Large

OWNER

By: _____

Print Name:

Its: _____

Date: _____

↑ Witness signature
↑

↑ Witness signature ↑ [CORPORATE SEAL]

Print witness name: _____

↑ Witness signature
↑

↑ Witness signature ↑

Print witness name: _____

STATE OF FLORIDA

COUNTY OF _____

Before me, by means of ☐ physical presence or ☐ online notarization, the undersigned authority, this day personally appeared _____, as _____ of _____, a _____, ☐ 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 _____, 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 _____ day of _____, 2026.

My Commission expires:

Notary Public in and for the State of Florida at Large

OWNER

By: _____

Print Name:

Its: _____

Date: _____

↑ Witness signature
↑

↑ Witness signature ↑ [CORPORATE SEAL]

Print witness name: _____

↑ Witness signature
↑

↑ Witness signature ↑

Print witness name: _____

STATE OF FLORIDA

COUNTY OF _____

Before me, by means of ☐ physical presence or ☐ online notarization, the undersigned authority, this day personally appeared _____, as _____ of _____, a _____, ☐ 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 _____, 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 _____ day of _____, 2026.

My Commission expires:

Notary Public in and for the State of Florida at Large

