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SPACE FOR RECORDING

ORDINANCE NO.: 23-15

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (GENERAL LOCATION: FOR ALL OF WELSH ROAD FROM SR 17 (US 27A) WEST AND NORTH TO SR 17 (US 27A), DUNDEE, FLORIDA).

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, the applicant-initiated petition to voluntarily integrate territory into the Town of Dundee, Florida, has been filed requesting the Town of Dundee to extend its corporate limits to include certain property herein described; and

WHEREAS, the Town of Dundee deems it expedient and practical to incorporate said territory as the same is in conformity with overall plans for extending the boundaries of the Town of Dundee; and

WHEREAS, the property herein described is contiguous and adjacent to the corporate limits of the Town of Dundee, and the property will become a part of the unified corporate area with respect to municipal services and benefits.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE TOWN OF DUNDEE, FLORIDA:

1. **RECITALS.** The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for the passage of this Ordinance.

2. **ANNEXATION PETITION.** A petition has been filed to integrate territory into the Town of Dundee, Florida, as attached hereto as **Composite Exhibit “A”** and made a part hereof by reference.

3. **PROPERTY INFORMATION.** The Town Commission of the Town of Dundee, Florida, does hereby annex into the corporate limits of the Town of Dundee, Florida, the property as legally described and depicted (i.e., location map) in **Composite Exhibit “B”** attached hereto and made a part hereof.

4. **CONFLICTS.** All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided, however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the Town of Dundee Land Development Code unless such repeal is explicitly set forth herein.

5. **SEVERABILITY.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, hereby declares that it would have passed this Ordinance, 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.

6. **ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS AND CODIFICATION.** It is the intention of the Town Commission that the provisions of this Ordinance shall be codified; and that sections of this Ordinance may be renumbered or

re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; sections of this Ordinance may be renumbered 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 his or her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

7. **EFFECTIVE DATE.** This ordinance shall take effect immediately after second reading.

INTRODUCED AND PASSED on first reading at a regular meeting of the Town Commission of the Town of Dundee held this 14th day of November, 2023.

PASSED AND ADOPTED on second reading/public hearing at the meeting of the Town Commission of the Town of Dundee assembled on the 12th day of December, 2023.

TOWN OF DUNDEE, FLORIDA

Mayor-Samuel Pennant

ATTEST:

TOWN CLERK – Trevor Douthat

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

EXHIBIT "A"
Ordinance 23-15
Annexation Petition



EXHIBIT A

Town of Dundee

201 Center Street PO Box 1000 Dundee, Florida 33838 (863) 419-3114 Fax (863) 419-3186 Suncom 515-9950

Petition for Annexation Applicant

The following information is required for submission of an application to annex into the Town limits of Dundee, Florida. **Please print or type the required information below. Attach three copies of the current survey with metes and bounds description of subject property certified to the Town of Dundee along with an aerial photograph and location map**

Name of Property Owner: Town of Dundee
Mailing Address: PO Box 1000, Dundee, FL 33838 Phone: 863-438-8330
Name of Representative, if applicable: N/A
Mailing Address: N/A Phone: N/A
Reason for Request: Town responsible for maintenance.

Property Identification

Property Address or General Location: All of Welsh Road from SR 17 (US 27A) West and North to SR 17 (US 27A)
Present Use of the Property: Unopened ROW
Existing Structures Located on the Site: None
Total Acreage: None Number of Residents on Site: None
Assessed Property Value: None Taxable Value: None
Legal Description of the Property: See attached Deed
Section: 34 Township: 28 South Range: 27 East
Subdivision: N/A
Parcel I.D.#: N/A

Planning and Zoning Information

Present County Future Land Use Designation: N/A
Requested City Zoning Classification: N/A
Requested City Future Land Use Designation: N/A

Note: Unless specific land use and zoning designations are requested, the City will assign designations which most closely conform with the actual use of the property or with designations of surrounding properties. An application fee will be assessed only on requests for land use and zoning changes which result in an increase in land use or zoning intensity over that allowed under the County designations. (You will need to fill out separate applications for land use/zoning requests.)

Date Received: _____

Received By: _____

Hearing Date: _____

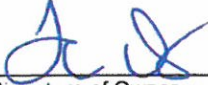
File Number: _____

OWNER'S SIGNATURE PAGE

(I) (We), Tandra Davis for the Town of Dundee being duly sworn, depose and say that (I) (we) own one or more of the properties involved in this petition and that (I) (we) authorize the Town of Dundee to process this petition for annexation into the Town, in accordance with all adopted Town rules and regulations, and in conformance with State law.

Further (I) (we) or any agent or lessee of the subject property authorized by (me) (us) to file this petition, deposes and say that the statements and answers contained in the application for annexation, and any information attached thereto, present the arguments in behalf of this petition to the best of (my) (our) ability; and that the statements and information referred to above are in all respects true and correct to the best of (my) (our) knowledge and belief.

OWNERS



Signature of Owner
Tandra Davis for the Town of Dundee

Printed Name of Owner

N/A

Signature of Owner
N/A

Printed Name of Owner

N/A

Signature of Owner
N/A

Printed Name of Owner

N/A

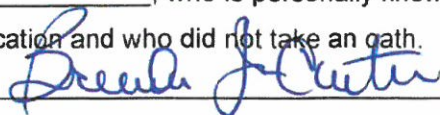
Signature of Owner
N/A

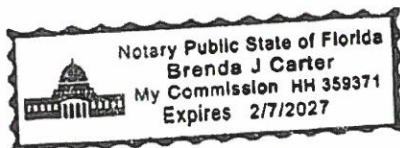
Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 4 day of October, 2023, by Tandra Davis, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.





Notary Public
Notarial Seal and Commission
Expiration Date

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), N/A being
duly sworn, depose and say that (I) (we) serve as _____ for the owner(s)
(agent or lessee)

in making this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this
capacity.

Further, (I) (we) depose and say that the statements and answers herein contained and other
information attached hereto present the arguments in behalf of the petition herein requested to
the best of (my) (our) ability and that the statements and information above referred to are in all
respects true and correct to the best of (my) (our) knowledge and belief.

AGENT, LESSEE, OR BUYER(S)

[Signature]
Signature of Agent, Lessee, or Buyer(s)
Tandra Davis
Printed Name of Agent, Lessee, or Buyer(s)

Signature of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s)

Signature of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s)

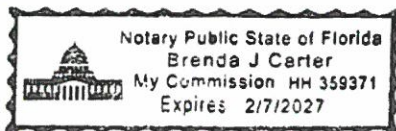
Signature of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA
COUNTY OF POLK

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

The foregoing instrument was acknowledged before me this 4 day of October,
2023, by TANDRA DAVIS, who is personally known
to me or who has produced a driver's license as identification and who did not take an oath.



[Signature]

Notary Public
Notarial Seal and Commission
Expiration Date



Town of Dundee

Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

FINANCIAL RESPONSIBILITY FORM

The undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all Town expenses associated with the referenced application, including time spent by the Town's consultants consistent with the Town's adopted application fee schedule, extraordinary expenses, and development review deposit policies (Section 8.08.00 of the Land Development Code and Resolution 2007-02).

Name: Tandra Davis Title: Town Manager

Company: Town of Dundee

Company Address: 202 E. Main Street

City/State/Zip Code: Dundee FL 33838

Telephone Number: 863-438-8330

Email Address: tdavis@townofdundee.com

I hereby certify that all information contained herein is true and correct.

1. Signed this 4 day of October, 2023.

Signature of Property Owner, Lessee, Contract Purchase, or Applicant (circle one)

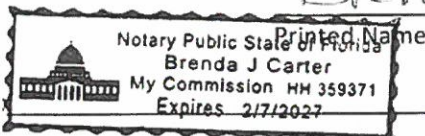
STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4 day of October, 2023 by, as, on its behalf, who is personally known to me or who has produced known to me as identification.

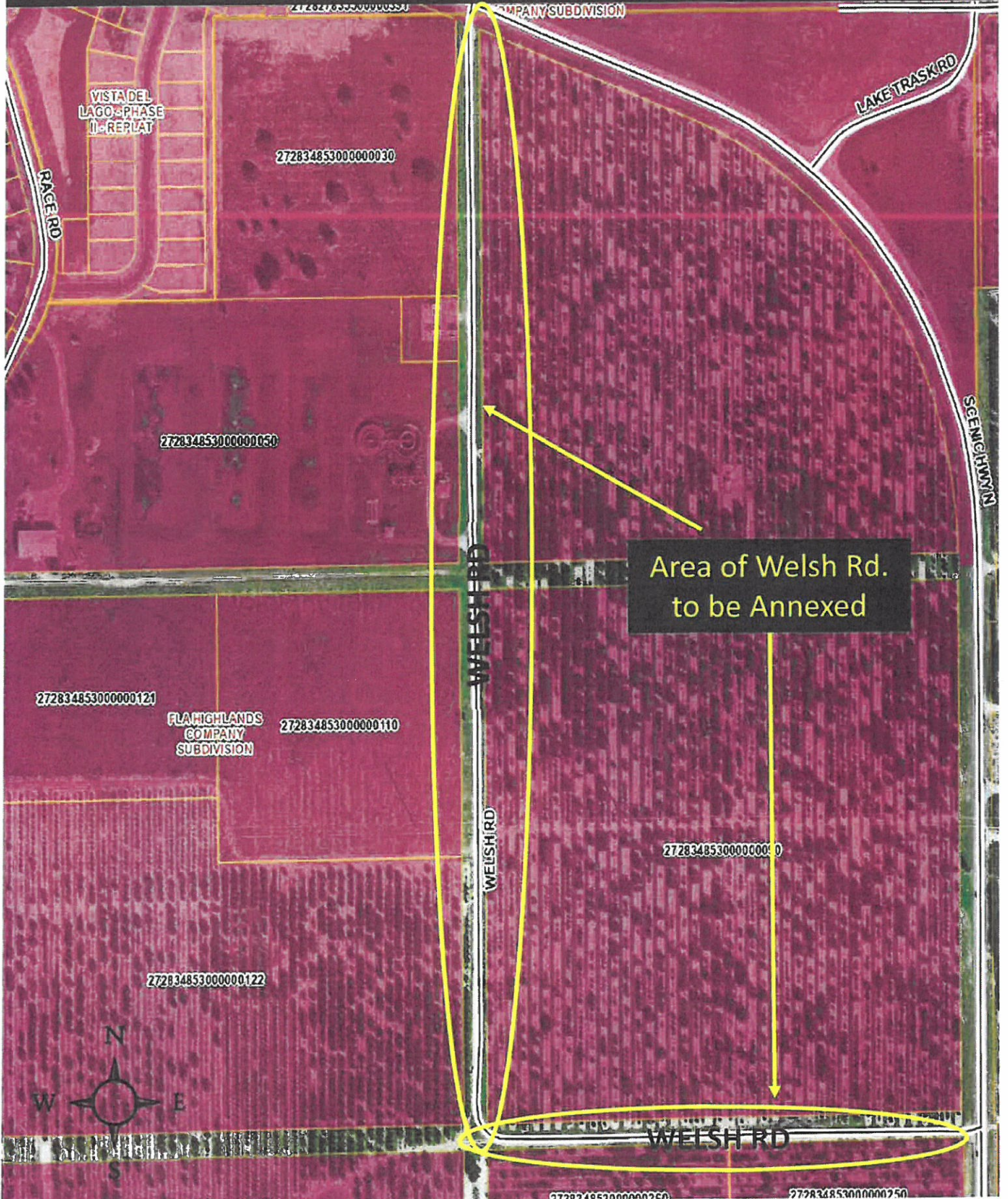
Brenda J Carter
Notary Public, State of Florida

Brenda J Carter



My commission expires _____

TOWN OF DUNDEE
WELSH ROAD VOLUNTARY ANNEXATION
AERIAL MAP



TOWN OF DUNDEE WLSH ROAD VOLUNTARY ANNEXATION LOCATION MAP

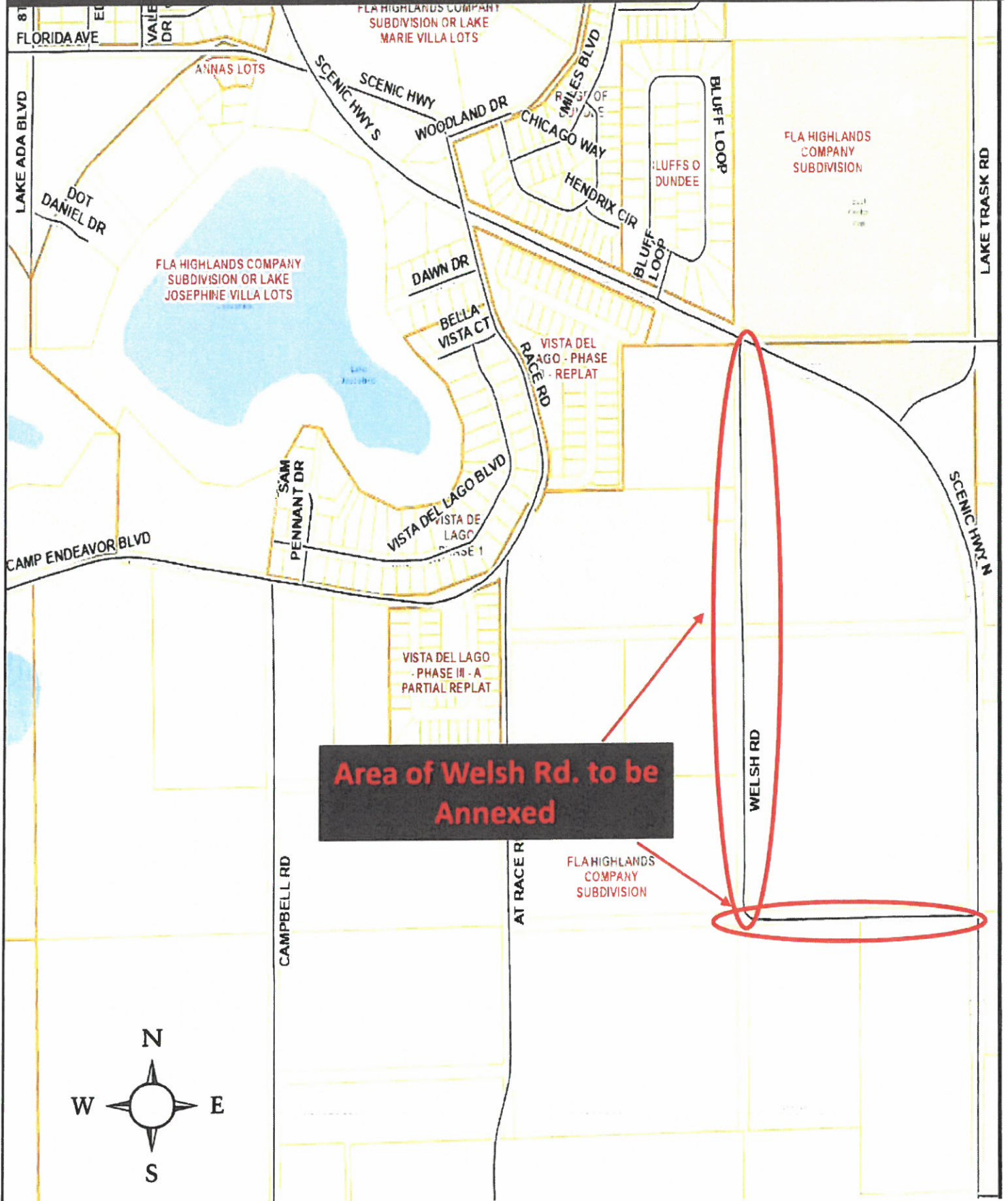


EXHIBIT A

RESOLUTION NO. 22-17

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF THAT CERTAIN REAL PROPERTY FROM POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE COUNTY DEEDS EXECUTED AND DELIVERED BY POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE AND RECORDED ON FEBRUARY 17, 2022, IN OFFICIAL RECORDS BOOK 12123, PAGE 657; OFFICIAL RECORDS BOOK 12123, PAGE 663; OFFICIAL RECORDS BOOK 12123, PAGE 669; AND OFFICIAL RECORDS BOOK 12123, PAGE 675, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 15, 2022, the Town of Dundee, Florida and Polk County, Florida entered into certain Agreement(s) for Transfer of Public Roads (hereinafter collectively referred to as the "Agreements") approved by the Town of Dundee, Florida Town Commission which provided for the transfer of publicly platted unmaintained road that lies within and adjacent to the corporate limits of the Town of Dundee, Florida; and

WHEREAS, on February 17, 2022, Polk County, Florida delivered the Agreements and certain County Deed(s) for the real property more particularly described therein and attached hereto as Composite Exhibit "A" and incorporated herein by reference to the Town of Dundee, Florida; and

WHEREAS, said County Deed(s) were recorded on February 17, 2022, in Official Records Book 12123, Page 657; Official Records Book 12123, Page 663; Official Records Book 12123, Page 669; and Official Records Book 12123, Page 675 of the public records of Polk County, Florida.

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

1. The Town Commission of the Town of Dundee, Florida hereby affirmatively accepts from Polk County, Florida the conveyance of said real property described in the County Deed(s) delivered and recorded on February 17, 2022, in Official Records Book 12123, Page 657; Official Records Book

12123, Page 663; Official Records Book 12123, Page 669; and Official Records Book 12123, Page 675 of the public records of Polk County, Florida, a copy of which is attached hereto as Composite Exhibit "A" and incorporated herein by reference.

2. This Resolution shall take effect immediately upon passage.

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

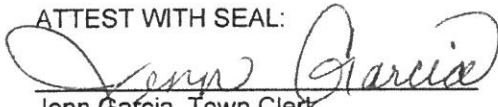
INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session this 26th day of April, 2022.

TOWN OF DUNDEE



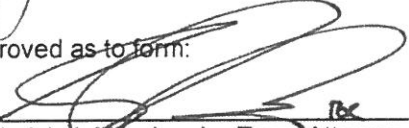
Sam Pennant, Mayor

ATTEST WITH SEAL:



Jenn Garcia, Town Clerk

Approved as to form:



Frederick J. Murphy, Jr., Town Attorney



INSTR # 2022044890
 BK 12123 Pgs 664-668 PG(s)5
 RECORDED 02/17/2022 03:31:21 PM
 STACY M. BUTTERFIELD, CLERK OF COURT
 POLK COUNTY
 RECORDING FEES \$44.00
 shakcanp

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF DUNDEE, FLORIDA

and

POLK COUNTY, FLORIDA

FOR ALL OF WELSH ROAD FROM SR 17 (US 27A) WEST AND NORTH TO SR 17(US 27A) IN DUNDEE, FLORIDA.

This is an Agreement by and between the Town of Dundee, a municipal corporation of the State of Florida (TOWN), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Welsh Road is a Local Residential Road and is within the County Road System that lies within and adjacent to the corporate limits of the TOWN; and

WHEREAS, TOWN has requested, and POLK has agreed to the transfer of Welsh Road from SR 17 (US 27A) west and north to SR 17 (US 27A), (ROAD) in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of TOWN and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

RETURN TO POLK COUNTY
 REAL ESTATE SERVICES OFFICE BOX

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment "A", and more particularly described as:

All of Welsh Road from SR 17 (US 27A) west and north to SR 17 (US 27A). Including, but not limited to those parts of the rights-of-ways for Welsh Road that lie within the above-described corridor, as depicted, or described in the following document: All of that platted right-of-way as depicted on Florida Highlands Company's Subdivision lying west of Lots 2, 7, 10, 23, east of Lots 3, 6, 11, 22, north of Lots 25, 26 and south of Lots 23 and 24 as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor. All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and TOWN agrees to acknowledge and accept this transfer via Resolution adopted by the Governing Body of the TOWN. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the TOWN via Resolution adopted by the Governing Body of the TOWN both parties agree that, the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the Town of Dundee Road System, and all jurisdiction over the road and the responsibility for operation and maintenance of the road and associated infrastructure will be with TOWN.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to TOWN, liability for torts shall be in the TOWN, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under applicable Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of

the Town's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of public roads

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of public roads shall be borne by TOWN.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not effect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Polk County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the 15 day of February, 2022, and by Town of Dundee, through its Town Commissioners, signing by and through its Mayor, authorized to execute the same by TOWN Commission action on the 25 day of January, 2022.

ATTEST:

TOWN OF DUNDEE

By: Jenn Garcia
Jenn Garcia, Town Clerk

By: Sam Pennant
Sam Pennant, Mayor

This 25 day of January 2022

Reviewed as to form and legality
Frederick J. Murphy, Jr.
Frederick J. Murphy, Jr., Town Attorney

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: Alison Holland
Deputy Clerk

Martha Santiago
Dr. Martha Santiago, Chair

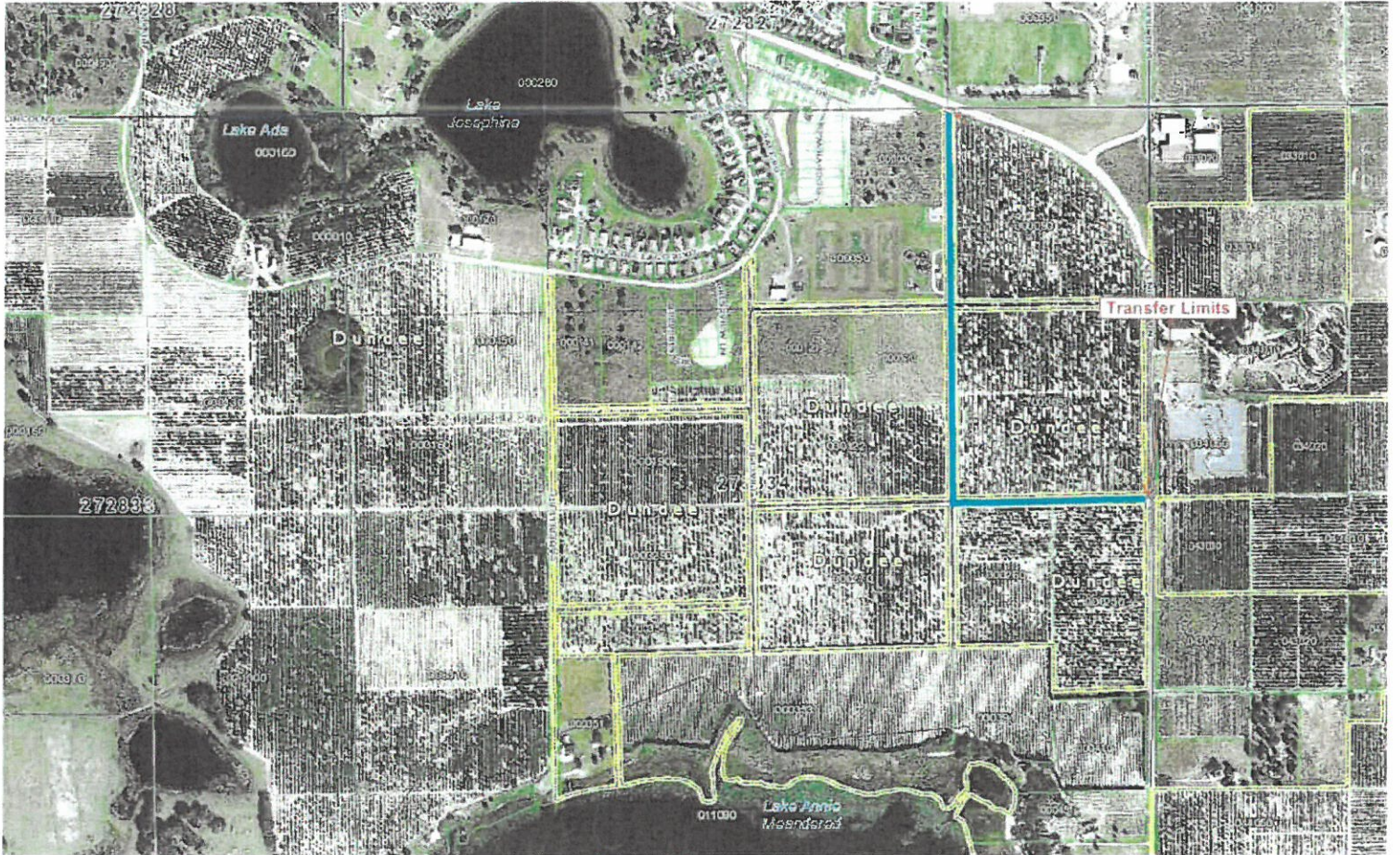
This 15th day of February, 2022

Reviewed as to form and legality

C. Robert W. Van
County Attorney



\$54



ATTACHMENT "A"

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX

This instrument prepared under
The direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Chris Peterson
Road Transfer: Welsh Road



INSTR # 2022044891
BK 12123 Pg 669 PG(s)1
RECORDED 02/17/2022 03:31:21 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
DEED DOC \$0.70
RECORDING FEES \$10.00
RECORDED BY shakecamp

COUNTY DEED

THIS DEED, made this 15th day of February, 2022 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF DUNDEE**, a Florida Municipal Corporation, whose address is, 202 East Main Street, Dundee, Florida 33838, Grantee

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

All of Welsh Road from SR 17 (US 27A) west and north to SR 17 (US 27A). Including, but not limited to those parts of the rights-of-ways for Welsh Road that lie within the above-described corridor, as depicted, or described in the following document:

All of that platted right-of-way as depicted on Florida Highlands Company's Subdivision lying west of Lots 2, 7, 10, 23, east of Lots 3, 6, 11, 22, north of Lots 25, 26 and south of Lots 23 and 24 as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor.

All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for the public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:

GRANTOR:

**Stacy M. Butterfield
Clerk to the Board**

Polk County, Florida

By: *Alison Holland*
Deputy Clerk

By: *Martha Santiago*
**Dr. Martha Santiago, Chair
Board of County Commissioners**

(Seal)



954

COMPOSITE EXHIBIT "B"
Ordinance No. 23-15
Legal Description

All of Welsh Road from SR 17 (US 27A) west and north to SR 17 (US 27A). Including, but not limited to those parts of the rights-of-ways for Welsh Road that lie within the above-described corridor, as depicted, or described in the following document:

All of that platted right-of-way as depicted on Florida Highlands Company's Subdivision lying west of Lots 2, 7, 10, 23, east of Lots 3, 6, 11, 22, north of Lots 25, 26 and south of Lots 23 and 24 as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor.

All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

COMPOSITE EXHIBIT "B"
Ordinance No. 23-15
Location Map

