

RESOLUTION NO. 23-30

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AFFIRMATIVELY APPROVING AND 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 DEED EXECUTED AND DELIVERED BY POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE AND RECORDED ON _____, 2023, IN THE OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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, Sections 163.3161 through 163.3215, Florida Statutes, empowers and mandates local governments to plan for future development in order to guide growth and development; and

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, and the exercise of Municipal Home Rule Powers Act (F.S. Chapter 166) and *Article VIII, §2 of the Florida Constitution*, on December 12, 2023, Polk County, a political subdivision of the State of Florida, delivered the *Right-of-Way Agreement* between the Town, a municipal corporation of the State of Florida, and Polk County, a political subdivision of the State of Florida (hereafter referred to as the "Agreement") for the conveyance of real

property more particularly described therein and attached hereto as **Composite Exhibit “A”** and incorporated herein by reference; and

WHEREAS, on August 12, 2023, the Town Commission of the Town of Dundee, at a duly noticed public meeting, approved the Agreement which provided for the transfer and conveyance of public rights-of-way located within and/or adjacent to the corporate limits of the Town of Dundee, Florida; and

WHEREAS, on December 19, 2023, the Polk County Board of County Commissioners, at a duly noticed public meeting, approved the Agreement which included, but was not limited to, the County Deed (the “Deed”) which provided for the transfer and conveyance of public rights-of-way more particularly described therein and attached hereto as **Composite Exhibit “A”** and incorporated herein by reference to the Town; and

WHEREAS, the Deed provided for the transfer and conveyance of public rights-of-way and/or real property located within and/or adjacent to the corporate limits of the Town of Dundee, Florida, to the Town; and

WHEREAS, the Deed was recorded on _____, 202__, in Official Records Book _____, Page _____, of the public records of Polk County, Florida.

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this Resolution is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Resolution is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of 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 adoption of this Resolution, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Resolution.

Section 2. Approval and Acceptance. 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 (the “Deed”) delivered and recorded on _____, 202__, in Official Records Book _____, Page _____, of the public records of Polk County, Florida, a copy of which is attached hereto as **Composite Exhibit “A”** and incorporated herein by reference. Upon receipt of an

executed County Deed, the Town Clerk is authorized and directed to record this Resolution and County Deed in the public records of Polk County, Florida.

Section 3. Administrative Correction of Scrivener's Errors. Any provision in this Resolution 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/her designee, without the need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

Section 4. Conflicts. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

Section 5. Severability. If any section, subsection, sentence, clause, phrase of this Resolution, or the application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission hereby declares that it would have passed this Resolution, 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.

Section 6. Effective Date. This Resolution shall take effect immediately upon passage.

READ, PASSED and ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 12th day of December, 2023.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

Trevor Douthat, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

Composite Exhibit "A"
Resolution No. 23-30



Board of County Commissioners

Project Name: Lincoln Avenue Sidewalk Project
Parent Parcel ID No.: 272833-000000-033010

RIGHT-OF-WAY AGREEMENT

**STATE OF FLORIDA
COUNTY OF POLK**

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 202 East Main Street, Dundee, Florida 33838 (the “Town”), and **POLK COUNTY**, a political subdivision of the state of Florida, whose mailing address is P.O. Box 9005, Drawer RE-01, Bartow, Florida 33831-9005, (the “County”).

WITNESSETH

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, pursuant to Section 1(g), Article VIII of the Florida Constitution and Chapter 125, Florida Statutes, Polk County (the “County”) is vested with home rule authority which includes, but is not limited to, the general exercise of any power for local self-government; and

WHEREAS, pursuant to Section(s) 166.021 and 125.01, Florida Statutes and Section(s) 2(b) and 1(g), Article VIII, Florida Constitution, the Town and County are authorized to negotiate and enter into this Agreement; and

WHEREAS, by virtue of that certain Warranty Deed (the “Deed”) recorded in Official Records Book 12445, Page(s) 1157 – 1159, Public Records of Polk County, Florida, the County is the Fee Simple Owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number 272833-000000-033010 (the “County Property”); and

WHEREAS, a copy of the Deed is attached hereto as **Exhibit “A”** and incorporated herein by reference; and

WHEREAS, the Town has a current and/or planned capital improvement project which includes, but is not limited to, the design and construction of a sidewalk along the south side of a municipal road known as Lincoln Avenue (the “Project”); and

WHEREAS, in order for the Town to construct and/or complete the Project, the Town has requested that the County convey to the Town certain additional right-of-way along the south side of Lincoln Avenue as described and depicted in the attached **Exhibit “B”** (the “Property”); and

WHEREAS, in an effort to plan for future development and growth, the County agrees to donate and/or convey the Property (see **Exhibit “B”**) to the Town; and

WHEREAS, the County requested and The Town agrees to construct, as part of the Project, a 20-foot wide and 6-inch thick driveway (the “Driveway”) to serve as a point of access for the County Property to access the parent tract; and

WHEREAS, the Town and County agree that the cost(s) arising out of the design and construction of the Driveway will be initially borne by the Town and reimbursed by the County in accordance with the terms and conditions set forth by this Agreement; and

WHEREAS, on December 12, 2023, the Town Commission of the Town of Dundee, Florida, at a duly noticed public meeting, adopted Resolution No. 23-30 (the “Resolution”) approving and accepting the conveyance of the Property (see **Exhibit “B”**); and

WHEREAS, a copy of the Resolution is attached hereto as **Exhibit “C”** and incorporated herein by reference; and

WHEREAS, in order to construct the Driveway, the County acknowledges and agrees that the Town, its agents, representatives, contractors and consultants have a temporary easement to enter upon, over and across and to use any and all of the County Property as more particularly described in **Exhibit “D”** attached hereto and incorporated herein by reference (the “Construction Easement”); and

WHEREAS, to the extent permitted by applicable Florida law, County agrees to indemnify and hold harmless the Town, its agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney’s fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the County, or anyone for whose acts or omissions the County may be liable as a result of the County’s fee ownership or the County’s use of the Construction Easement (see **Exhibit “D”**); and

WHEREAS, to the extent permitted by applicable Florida law, the Town agrees to indemnify and hold harmless the County, its agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney's fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any negligent act or omission by the Town or anyone for whose negligent acts or omissions the Town may be liable as a result of the Town's rights under this Agreement; and

WHEREAS, the Town and County acknowledge, represent and agree that nothing contained in this Agreement shall constitute a waiver of either parties' sovereign immunity under applicable Florida law and or the limits of either parties' limits of liability as set forth in Section 768.28, Florida Statutes, or to extend the limits of liability or recovery under Section 768.28, Florida Statutes regardless of whether based on contract, statute, negligence, products liability, strict liability, or otherwise.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar each to the other paid, it is agreed as follows:

- (a) The foregoing factual recitals are incorporated herein by the parties as true and correct statements which form the factual and material basis for entry into this Agreement between the Town and County.
- (b) County agrees to donate and convey the Property (see **Exhibit "B"**) by County Deed unto the Town for the Project.
- (c) The Town agrees to construct for the County, as part of the Project, a 20-foot wide and 6-inch thick driveway (the "Driveway") in accordance with applicable Town standards to serve as a point of access for the County in order to access the parent tract. The County agrees to reimburse the Town for the cost(s) arising out of the design and construction of the Driveway as more particularly set forth in **Exhibit "E"** attached hereto and incorporated herein by reference.
- (d) The County, by this Agreement, hereby grants a temporary easement to enter upon, over and across and to use any and all of the County Property as more particularly described in **Exhibit "D"** attached hereto and incorporated herein by reference (the "Construction Easement") for the purpose of constructing the Driveway.
- (e) The Town agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement are just and full compensation for the construction of the Driveway and no other monies including fees and/or cost are owed by the County to Town.
- (f) Notwithstanding any other provision set forth in the Agreements, nothing contained in this Agreement shall be construed as a waiver of the parties' right to sovereign immunity under applicable Florida law and/or a waiver of the limits of the parties' liability set forth in Section 768.28, Florida Statutes (2023), or other limitations imposed on the parties' potential liability

under state or federal law regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. This Section shall survive termination of this Agreements.

- (g) All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.
- (h) Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.
- (i) This Agreement shall be governed by Florida law. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.
- (j) This Agreement which includes, but shall not be limited to, the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.
- (k) 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 to be severable.
- (l) This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

*** THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA AND THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

COUNTY:
POLK COUNTY, a political subdivision of
the State of Florida

Town:
TOWN OF DUNDEE

By: _____
R. Wade Allen, Administrator
Real Estate Services
Its Agent

By: _____

Print Name/Title

Approved by the County Board:

Approved by the Town Commission:

Date

Date

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX

EXHIBIT A



INSTR # 2022269043
BK 12445 Pgs 1157-1159 PG(s)3
RECORDED 10/10/2022 03:16:33 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
DEED DOC \$4,690.00
RECORDING FEES \$27.00
RECORDED BY ericrand

This Instrument prepared under the direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
Post Office Box 9005, Drawer RE-01
Bartow, Florida 33831-9005

By: Stina Leftenant
American Government Services Corporation
3812 W. Linebaugh Avenue, Tampa, Florida 33618
AGS File Number: 31899

WARRANTY DEED

Lake Annie Wetland Restoration
Consideration: \$670,000.00
State Documentary Stamps Paid: \$4,690.00
Property Appraiser's Parcel Numbers: 272833-000000-032010, 272833-000000-033010 and 272833-000000-034010

THIS INDENTURE, made this 7th day of October, 2022, between **Thelma C. Raley, Inc., a Florida Corporation, as successor by merger to Dundee Groves, Inc., a Florida Corporation**, whose mailing address is 1112 Winter Haven, Florida 33882, Grantor, to **POLK COUNTY, a political subdivision of the State of Florida**, whose mailing address is Post Office Box 988, Bartow, Florida 33831, Grantee,

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "Grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Polk County, Florida, to-wit:

See attached Exhibit "A" Legal Description

This property is not the homestead property of the Grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

This conveyance is subject to easements, restrictions, limitations, and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD the same unto the said grantee in fee simple forever.



IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
(Signature of First Witness)

Keith H. Wadsworth
(Printed Name of First Witness)

Thelma C. Raley, Inc., a Florida Corporation,
as successor by merger to Dundee Groves, Inc., a
Florida Corporation

By [Signature]
William L. Raley, Jr., President

[Signature]
(Signature of Second Witness)

Jackie S. Hoverkamp
(Printed Name of Second Witness)

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence this 5th day of October, 2022, by William L. Raley, Jr. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced his current driver license.
- produced _____ as identification.

(Notary Seal)

[Signature]
Notary Public

Printed Name of Notary
Commission Number:
My Commission Expires

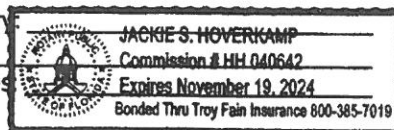


EXHIBIT "A"

LEGAL DESCRIPTION - LAKE ANNIE WETLAND

Parcel 1

That certain 100-foot wide strip of land being the easterly 100 feet of the 130-foot wide abandoned right-of-way located in the East 1/2 of the Southwest 1/4, the West 1/2 of the Southeast 1/4, the Southeast 1/4 of the Northwest 1/4, and the Southwest 1/4 of the Northeast 1/4, Section 33, Township 28 South, Range 27 East, Polk County, being all or part of the right-of-way acquired by deed as recorded in Deed Book 97, Pages 105-108, Public Records of Polk County, Florida.

Parcel ID Number 272833-000000-032010

AND

Parcel 2

The Northwest 1/4 of the Northwest 1/4 of Section 33, Township 28 South, Range 27 East, Polk County, Florida LESS and EXCEPT right-of-way parcel 101.1 (FDOT) as described in that certain Warranty Deed recorded in Official Records Book 6339, Pages 14-16, and LESS and EXCEPT the North 25 feet for road right-of-way as described in Official Records Book 1215, Pages 402-403, all recorded in the Public Records of Polk County, Florida.

Parcel ID Number 272833-000000-033010

AND

Parcel 3

That part of the following described property lying westerly of a strip of land described in that certain deed recorded in Official Records Book 2209, Pages 597-603, Public Records of Polk County Florida:

The South 1/2 of the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4, and the West 1/2 of the Southeast 1/4, Section 33, Township 28 South, Range 27 East, Polk County, Florida.

Parcel ID Number 272833-000000-034010

EXHIBIT B

Right-of-Way Agreement
 Parent Parcel ID No.: 272833-000000-033010

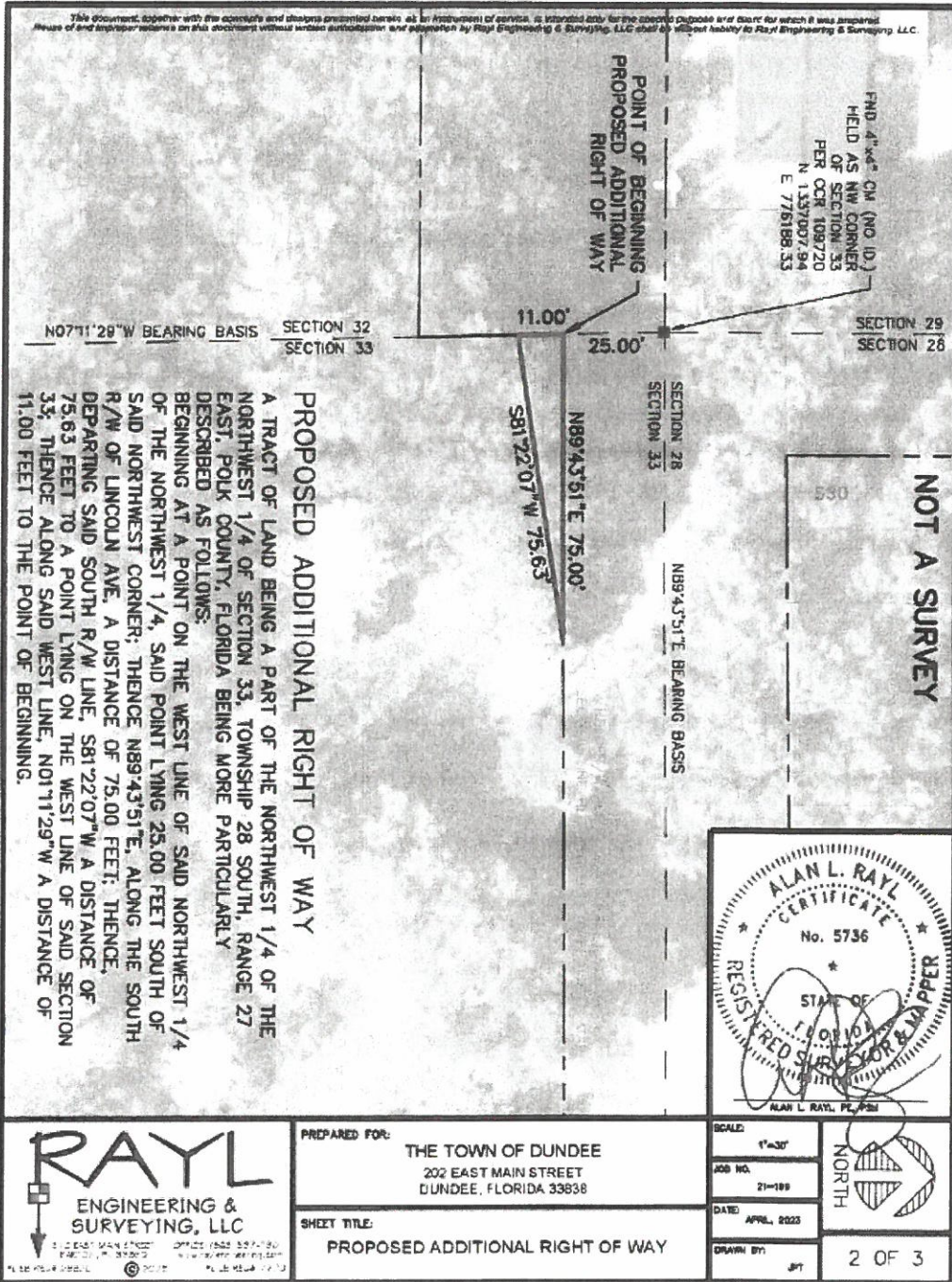


EXHIBIT C

RESOLUTION NO. 23-30

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AFFIRMATIVELY APPROVING AND 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 DEED EXECUTED AND DELIVERED BY POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE AND RECORDED ON _____, 2023, IN THE OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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, Sections 163.3161 through 163.3215, Florida Statutes, empowers and mandates local governments to plan for future development in order to guide growth and development; and

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, and the exercise of Municipal Home Rule Powers Act (F.S. Chapter 166) and *Article VIII, §2 of the Florida Constitution*, on December 12, 2023, Polk County, a political subdivision of the State of Florida, delivered the *Right-of-Way Agreement* between the Town, a municipal corporation of the State of Florida, and Polk County, a political subdivision of the State of Florida (hereafter referred to as the "Agreement") for the conveyance of real

property more particularly described therein and attached hereto as **Composite Exhibit “A”** and incorporated herein by reference; and

WHEREAS, on August 12, 2023, the Town Commission of the Town of Dundee, at a duly noticed public meeting, approved the Agreement which provided for the transfer and conveyance of public rights-of-way located within and/or adjacent to the corporate limits of the Town of Dundee, Florida; and

WHEREAS, on December 19, 2023, the Polk County Board of County Commissioners, at a duly noticed public meeting, approved the Agreement which included, but was not limited to, the County Deed (the “Deed”) which provided for the transfer and conveyance of public rights-of-way more particularly described therein and attached hereto as **Composite Exhibit “A”** and incorporated herein by reference to the Town; and

WHEREAS, the Deed provided for the transfer and conveyance of public rights-of-way and/or real property located within and/or adjacent to the corporate limits of the Town of Dundee, Florida, to the Town; and

WHEREAS, the Deed was recorded on _____, 202__, in Official Records Book _____, Page _____, of the public records of Polk County, Florida.

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this Resolution is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Resolution is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of 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 adoption of this Resolution, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Resolution.

Section 2. Approval and Acceptance. 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 (the “Deed”) delivered and recorded on _____, 202__, in Official Records Book _____, Page _____, of the public records of Polk County, Florida, a copy of which is attached hereto as **Composite Exhibit “A”** and incorporated herein by reference. Upon receipt of an

executed County Deed, the Town Clerk is authorized and directed to record this Resolution and County Deed in the public records of Polk County, Florida.

Section 3. Administrative Correction of Scrivener's Errors. Any provision in this Resolution 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/her designee, without the need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

Section 4. Conflicts. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

Section 5. Severability. If any section, subsection, sentence, clause, phrase of this Resolution, or the application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission hereby declares that it would have passed this Resolution, 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.

Section 6. Effective Date. This Resolution shall take effect immediately upon passage.

READ, PASSED and ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 12th day of December, 2023.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

Trevor Douthat, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

Composite Exhibit "A"
Resolution No. 23-30

EXHIBIT C

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: Scott C. Lowery

Lincoln Avenue R/W

COUNTY DEED

THIS DEED, made this 19th day of December, 2023 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:

SEE EXHIBIT "A"

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:

Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

GRANTOR:

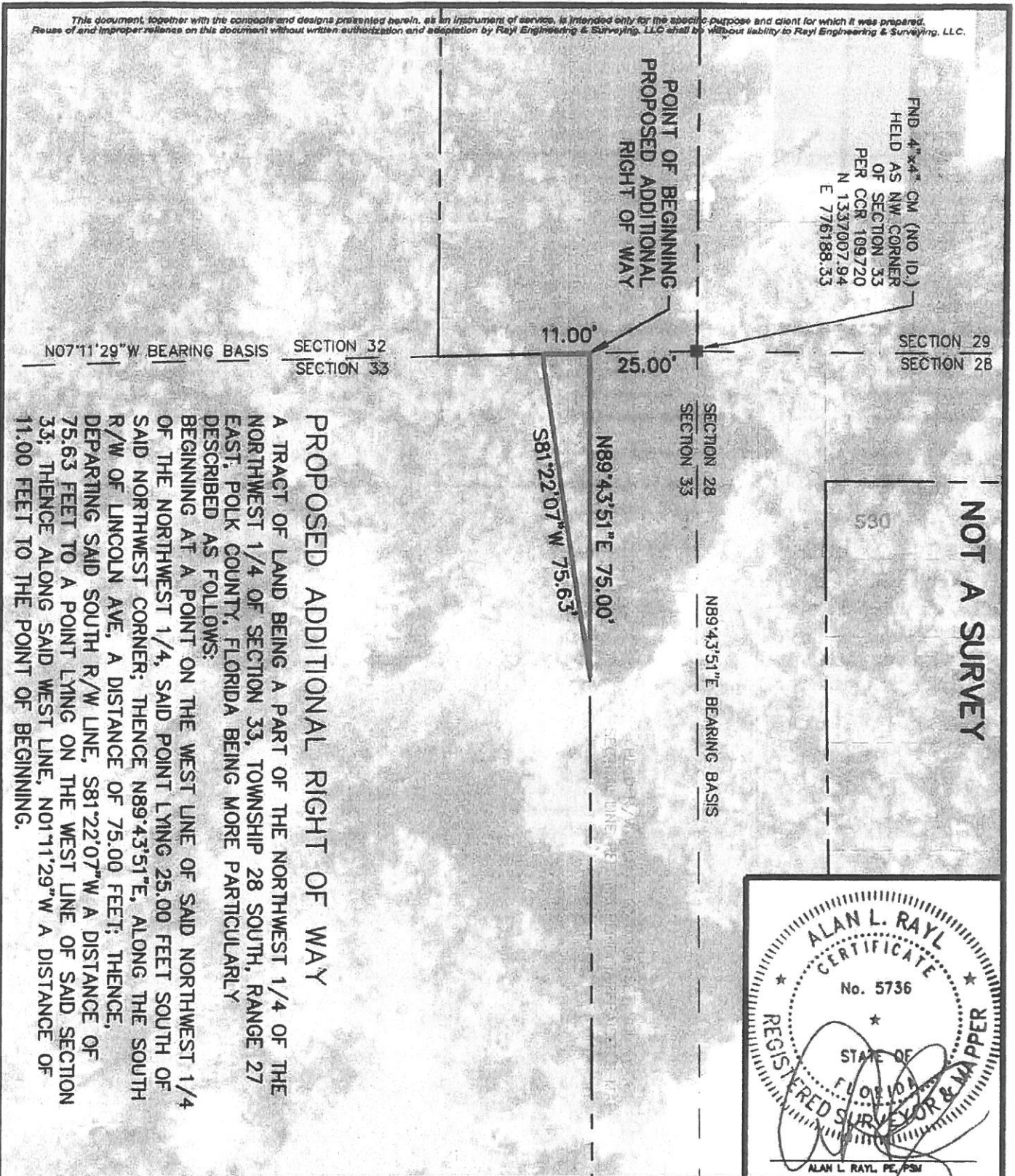
Polk County, Florida

By: _____
, Chair
Board of County Commissioners

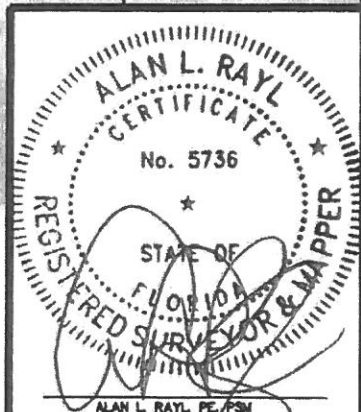
(Seal)

Exhibit "A"

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Rayl Engineering & Surveying, LLC shall be without liability to Rayl Engineering & Surveying, LLC.



NOT A SURVEY



PROPOSED ADDITIONAL RIGHT OF WAY

A TRACT OF LAND BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4, SAID POINT LYING 25.00 FEET SOUTH OF SAID NORTHWEST CORNER; THENCE N89°43'51"E, ALONG THE SOUTH R/W OF LINCOLN AVE, A DISTANCE OF 75.00 FEET; THENCE, DEPARTING SAID SOUTH R/W LINE, S81°22'07"W A DISTANCE OF 75.63 FEET TO A POINT LYING ON THE WEST LINE OF SAID SECTION 33; THENCE ALONG SAID WEST LINE, N01°11'29"W A DISTANCE OF 11.00 FEET TO THE POINT OF BEGINNING.

RAYL
ENGINEERING & SURVEYING, LLC

510 EAST MAIN STREET
BARTOW, FL 34623
OFFICE: (888) 597-7901
www.rayleng.com

PL EB REG# 28820 © 2025 PL LE REG# 7770

PREPARED FOR:
THE TOWN OF DUNDEE
202 EAST MAIN STREET
DUNDEE, FLORIDA 33638

SHEET TITLE:
PROPOSED ADDITIONAL RIGHT OF WAY

SCALE: 1"=30'

JOB NO. 21-189

DATE: APRIL, 2023

DRAWN BY: JPT

NORTH

2 OF 3

EXHIBIT D

Right-of-Way Agreement
 Parent Parcel ID No.: 272833-000000-033010

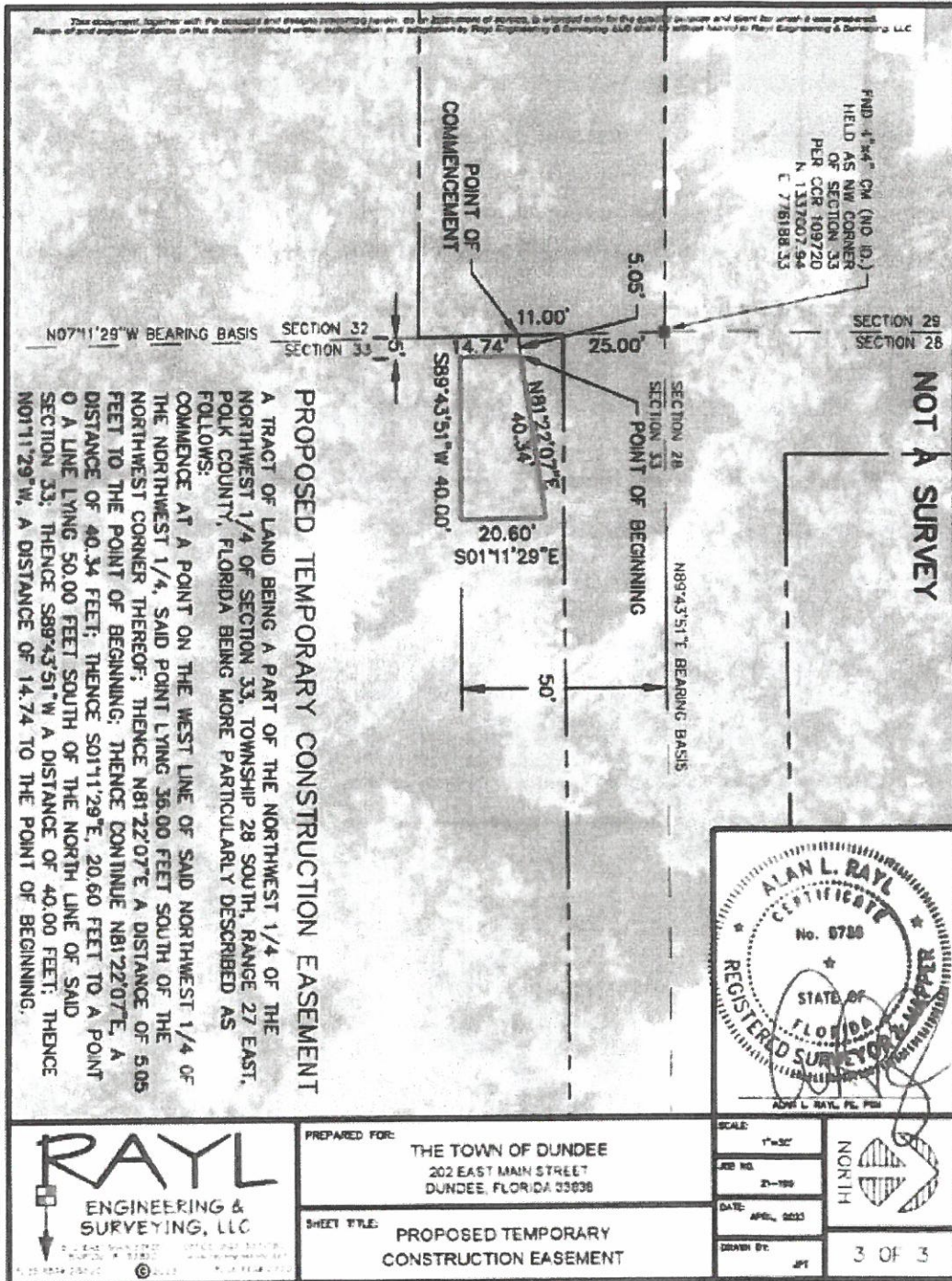


EXHIBIT E



5658 Lucerne Park Road
Winter Haven, FL 33881
Phone: 863-299-2262
Fax: 863-294-1007
www.tuckerpaving.com

To: City Of Dundee	Contact:
Address: P.O. Box 1000 Dundee, FL 33838	Phone: 863.438.8330
	Fax: 863.438.8338
Project Name: Lincoln Ave Sidewalk Phase 2 - TASK ORDER	Bid Number: 23-417
Project Location:	Bid Date: 6/12/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
104-10-3	SEDIMENT BARRIER	1,215.00	LF	\$0.80	\$972.00
120-1	REGULAR EXCAVATION	336.00	CY	\$19.00	\$6,384.00
120-6	EMBANKMENT	128.00	CY	\$13.00	\$1,664.00
522-1	CONCRETE SIDEWALK, 4" THICK	584.00	SY	\$22.00	\$12,848.00
522-2	CONCRETE SIDEWALK, 6" THICK	85.00	SY	\$28.00	\$2,380.00
527-2	DETECTABLE WARNINGS	30.00	SF	\$20.00	\$600.00
570-1	PERFORMANCE TURF, SOD, BAHIA	1,665.00	SY	\$1.50	\$2,497.50
101-1	MOBILIZATION	1.00	LS	\$40,129.58	\$40,129.58
102-1	MAINTENANCE OF TRAFFIC	1.00	LS	\$38,907.01	\$38,907.01
110-1-1	CLEARING & GRUBBING	1.00	LS	\$26,443.11	\$26,443.11
OOS-1	CROSSWALK AHEAD SIGN	4.00	EACH	\$1,111.44	\$4,445.76
OOS-2	TIMBER BOARDWALK	1.00	LS	\$104,566.29	\$104,566.29

Total Bid Price: \$241,837.25

Notes:

- *** DUE TO MARKET VOLATILITY PRICING IS GOOD FOR 30 DAYS.

Not Included in Proposal:

- Permits, SWPPP Permits, And Permit Fees
- Landscaping & Irrigation
- Tree Protection/Pruning/Relocation
- Relocation/Repair Of Fence/Gates
- Relocation/Removal/Repair Of Existing Or Unknown Utilities (Except As Listed In Proposal)
- Relocation/Removal/Repair Of Power Poles Or Guy Wires
- Removal Of Muck/Contaminated/Unsuitable Soils Or Materials
- Over Excavation
- Project Identification Sign
- Storm Sewer System
- Materials / Work / Services not indicated or listed.



TUCKER Paving INC.

TOTAL SITE • UTILITIES

5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To:	City Of Dundee	Contact:	
Address:	P.O. Box 1000 Dundee, FL 33838	Phone:	863.438.8330
		Fax:	863.438.8338
Project Name:	Lincoln Ave Sidewalk Phase 2 - TASK ORDER	Bid Number:	23-417
Project Location:		Bid Date:	6/12/2023

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Tucker Paving, Inc.

Authorized Signature: _____

Estimator: Kyle Allen

863-299-2262 kallen@tuckerpaving.com