

INTERLOCAL AGREEMENT FOR POTABLE WATER AND WASTEWATER UTILITY SERVICES

THIS INTERLOCAL AGREEMENT FOR POTABLE WATER AND WASTEWATER

UTILITY SERVICES (the "Agreement") is made and entered into this lath day of August

2024, by and between the municipalities of the Town of Dundee (hereinafter the "Town"), and the City of Winter Haven (hereinafter the "City"), Florida municipal corporations organized and existing under the laws of the State of Florida (hereinafter collectively the "Municipalities").

FACTUAL RECTIALS

WHEREAS, Municipalities are Florida municipal corporations vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and

WHEREAS, Municipalities are vested with governmental, corporate and proprietary powers to enable it to conduct and perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, Baxter Groves (the "Owner"), a Florida general partnership, is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number 272820-000000-044020 (the "Property"); and

WHEREAS, Owner was conveyed fee simple ownership of the Property by virtue of that certain Warranty Deed (the "Deed") dated February 19, 1992, and recorded in Official Records Book 3068, Page(s) 0278, public records of Polk County, Florida; and

WHEREAS, copies of the Deed and Polk County Property Appraiser Parcel Details for the Property are attached hereto as Exhibit "A" and made a part hereof by reference; and

WHEREAS, on August 10, 2004, at a duly noticed public meeting, the Town Commission of the Town of Dundee passed and adopted Ordinance No. 04-101 (the "Ordinance") extending the corporate limits of the Town to include the Property within the

Town's municipal boundaries; and

WHEREAS, a copy of the Ordinance is attached hereto as Exhibit "B" and made a part hereof by reference; and

WHEREAS, City currently provides potable water, wastewater, and reclaimed utility services to the *Cypress Creek Village Mobile Home Park Phases I – IV*; and

WHEREAS, Owner proposes to develop the Property (see Exhibit "A") in order to design and construct the *Cypress Creek Village Phase V* (the "Development"); and

WHEREAS, copies of the proposed conceptual site plan and aerial depictions of the Development are attached hereto as Exhibit "C" and made a part hereof by reference; and

WHEREAS, Town and City acknowledge and agree that, on the effective date of this Agreement, the City has available capacity and the utility facilities readily available and necessary to provide potable water, wastewater, and reclaimed utility service(s) to the Development; and

WHEREAS, Town and City mutually agree and acknowledge that the City has no general duty to supply potable water and/or wastewater utility service(s) to area(s) outside its corporate limits; and

WHEREAS, Section 163.01, Florida Statutes, the *Florida Interlocal Cooperation Act*, authorizes the Town and City, which also possess home rule and other general law authority, to enter into agreements with each other to ensure the most efficient use of their respective powers and to exercise, jointly, any power, privilege, or authority which agencies share in common and which each might exercise separately; and

WHEREAS, Town and City acknowledge that an interlocal agreement entered into pursuant to the *Florida Interlocal Cooperation Act* ("FICA"), codified in Part I of F.S. Ch. 163, is considered a contract binding the parties thereto; and

WHEREAS, Town and City covenant and agree that they have the power and authority to enter into this Agreement and bind their respective governmental entities to the provisions of this Agreement; and

WHEREAS, Municipalities acknowledge that planned, orderly growth is essential to the economic and social well-being of the people of the Municipalities which are located in Polk County, Florida; and

WHEREAS, Municipalities acknowledge that orderly and economic growth depends in large part upon the ability of local governments to cooperate and provide an environment for development which includes, but is not limited to, the timely availability of public facilities and public services; and

WHEREAS, Municipalities acknowledge that public resources managed by local governments should be used in an efficient manner to foster growth and development in order to maximize the benefits of such growth and development to the residents and citizens; and

WHEREAS, Municipalities share and will share common municipal boundaries, and provide public utilities in the unincorporated areas surrounding the Municipalities, and recognize that interlocal cooperation in the provision of such services will prevent duplicate systems, eliminate confusion, foster planned and orderly expansion of public utilities, encourage controlled growth and development, prevent future conflict of utility and annexation boundaries, and maximize the beneficial use of public facilities, services and resources for the citizens and residents of the Municipalities; and

WHEREAS, Town and City acknowledge the validity and enforceability of the respective utility service area boundaries each has adopted, if any; and

WHEREAS, Town and City acknowledge and agree that, pursuant to the terms and conditions of this Agreement, City will provide extra-jurisdictional potable water, wastewater,

and reclaimed utility service(s) to the Development; and

WHEREAS, Town and City acknowledge and agree that, pursuant to the terms and conditions of this Agreement, the City will charge, bill, and collect from Town residents residing and/or located within the Development any applicable extra-jurisdictional utility service(s) rates which are established by the City in accordance with applicable Florida law; and

WHEREAS, Town and City acknowledge and agree that, for the sole purpose of providing utility service(s) to the Development, City will own, operate, and maintain the potable water, wastewater, and reclaimed utility lines located within the corporate limits of the Town; and

WHEREAS, Town and City agree to enter into this Agreement as a matter of intergovernmental cooperation and coordination; and

WHEREAS, Town and City acknowledge and agree that, by entering into this Agreement, it is the intent of the Municipalities to conserve and protect water resources in the interest of public health, safety and welfare, and to avoid circumstances giving rise to the aforesaid duplications and resulting in uneconomical and wasteful operations.

NOW THEREFORE, it is agreed and affirmed as follows: in consideration of the recitals, covenants, agreements and promises herein contained, the parties covenant and agree that the purpose of this Agreement is to extend and provide for the manner in which municipal potable water and wastewater utility service(s) for the proposed *Cypress Creek Village Phase V* will be provided.

1. <u>Incorporation of Recitals</u>. 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 Town and City hereby adopt the above-referenced factual recitals as the legislative findings supporting the

entry into this Agreement between the Town and City.

2. <u>Definitions</u>. Term(s) used in this Agreement shall possess the meanings, interpretations and/or definitions assigned herein, provided however, that where one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning, as follows:

"Day(s)" means calendar day unless specifically stated otherwise.

"Calendar Day(s)" means all days in a 365-day calendar year.

"Business Day(s)" means each calendar day which is not a Saturday, Sunday or a recognized holiday by both the City of Winter Haven and Town of Dundee, Florida.

"Development" means the design, construction, and improvements performed for the proposed Cypress Creek Village Phase V development project which is the subject of this Agreement and located on, over, under and across the Property.

"Effective Date" means, for purposes of calculating time periods and the commencement of the term of this Agreement, the last date on which this Agreement is approved at a duly noticed public meeting and executed by the Town and City.

"Term" means the duration of this Agreement which shall commence on the Effective Date and expire and/or terminate in accordance with the provisions set forth in Section 9 of this Agreement.

3. Interlocal Agreement and Purpose.

Town and City agree to enter into this Agreement pursuant to such special and general constitutional and statutory legal authority which includes, but is not limited to Chapters 163, 166 and 180, Florida Statutes (2023), in order to address among other things the City's provision of extra-jurisdictional water, wastewater and reclaimed water utility services for the proposed Development (as defined in §2 of this Agreement).

The purpose of this Agreement is to ensure that water, wastewater, and reclaimed utility facilities and service(s) needed to reasonably support the proposed Development which is located within the corporate limits of the Town are available, and this Agreement is also intended to establish and expressly memorialize the respective rights and general obligations

of the Town and City with respect to the ownership of the utility facilities and payment for said utility services.

4. Operation and Maintenance of Facilities.

Unless otherwise agreed to by the Municipalities, the utility facilities for potable water, wastewater, and reclaimed utility service(s) in and/or for the proposed Development (as defined in §2 of this Agreement) shall be owned and maintained by the City in accordance with the regulation(s) and requirement(s) prescribed by the City of Winter Haven Unified Land Development Code and/or City of Winter Haven Code of Ordinances; and any and all utility easements dedicated to the Town by the fee simple owner of the Property comprising the proposed Development within the corporate limits of the Town shall also run in favor of the City.

5. Connection Fees and Establishing Customer Utility Accounts.

At the time of building permit issuance for structures within the proposed Development (as defined in §2 of this Agreement), the Owner shall deliver payment to the City for all applicable connection fees for the Development and/or other applicable charges, rates, and fees set forth and/or established by the City for connecting to the City's utility system(s) and the provision of extra-jurisdictional utility service(s) at the time of service activation in accordance with City Code of Ordinances, policies and rules and regulations. Provided further that at the time that water, wastewater and reclaimed utility service is established for any structure within the Development then the customer/user within the Development shall establish an account(s) directly with the City for water, wastewater and reclaimed water utility services in accordance with applicable City Code of Ordinances, rules and regulations and as may be more specifically set forth in Paragraph 7(d) of this Agreement.

6. Coordination of Planning Activities.

The Municipalities recognize that to achieve the mutual goal of planning for and providing future development of their respective utility systems in an efficient, economic, and orderly manner, it will be necessary for each to maintain written communications with the other as necessary, concerning plans and actual development of water, wastewater, and reclaimed utility facilities which lie adjacent to the service area of the adjoining Municipality which may or could affect the adopted Comprehensive Plans for future development of the systems of the other party. The Municipalities shall provide written communication to the other when the review and approval of new land development occurs along the Municipalities' shared municipal and/or utility service area borders or where the new development may impact the other. Such written communication will promote planned and actual implementation of improved public utilities and facilities along the Municipalities' shared municipal and utility service area borders.

7. Potable Water and Sanitary Sewer Areas.

a. City water, wastewater and reclaimed utility services extended into the corporate limits of the Town and within the Town's utility service area shall be designed in such a way, where appropriate, to facilitate the connection and/or interconnection (i.e. force main locations, size, etc.) with the existing City's utility facilities currently servicing previous phases of the Development located within the municipal limits of the City. The Owner and/or applicable developer(s) shall be responsible for any and all costs in providing lines and other related utility infrastructure to service the Development in accordance with applicable laws, City ordinances, rules and regulations for the municipality providing utility services. The City may elect to, amongst other things, upsize the lines and alter force main locations which may also include, but shall not be limited to, requiring development exactions and/or developers to pay all costs and expenses of the design, permitting and construction of utility infrastructure in accordance with applicable laws, ordinances, rules and regulations.

- b. Municipalities agree not to provide water, sewer, and/or re-use water utility services in the established utility service area(s) of the other municipality other than as set forth herein.
- c. The utility facilities constructed for such water, wastewater and reclaimed utility services for the Development may be purchased by the Town when, if ever, it either has utilities and/or utility facilities available; and, pursuant to a separate written agreement, the terms and conditions for the transfer of service(s) and sale of utility facilities shall be agreed to and entered into by the Municipalities. Regardless of whether a sale is ever agreed upon, all Connection/impact fees shall be retained by the City for providing the water, wastewater and reclaimed utility services to the Development contemplated in this Agreement and said fees shall not be deducted from or accounted for in the purchase price of the facilities constructed for such utility services if a purchase ever occurs.
- d. The City shall establish fees for providing utility services to the Development which is located within the corporate limits of the Town for the water, wastewater and reclaimed utility services, which are the subject of this Agreement, consistent with applicable Florida law and City Code of Ordinances. Provided further the City shall bill all customers directly within the Development for all water, wastewater, and reclaimed utility services provided to such customers in accordance with the City's ordinances, rules and regulations applicable for customers outside the City's municipal limits and as those may be amended from time to time. Town agrees to cooperate with City to the extent the City determines it necessary and/or desirable relating to the establishment of accounts with customers within the Development with the City for the provision of City water, wastewater and reclaimed water utility services therein.
- 8. <u>Service Not Required</u>. Nothing herein shall be construed to require the Municipalities to serve any customer or customers deemed by the respective municipality to

be not feasible, economically or physically, to serve. Further, this Agreement shall not be

construed to place either a contractual, statutory, or any other legal obligation, on any of the

parties hereto, to provide utility services outside its municipal and utility service area

boundaries.

7. Term of Agreement. This Agreement shall remain in effect until such time as the

City and Town mutually agree, in writing, to terminate the Agreement. This Agreement shall

not be unilaterally terminated.

10. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit

of the formal parties herein, and no right or cause of action shall accrue upon or by reason

hereof to or for the benefit of any third-party not a formal party hereto.

11. Disclaimer of Security. Notwithstanding any other provisions of this Agreement,

the parties hereto expressly acknowledge that they have no pledge of or lien upon any real

property, personal property, or any existing or future revenue source of the other as security

for any amounts of money payable by the other under this Agreement.

12. Notice.

Any notice required or allowed to be delivered hereunder shall be in writing and be

deemed to be delivered when: (1) hand delivered to the official hereinafter designated; or (2)

upon receipt of such notice when mailed by certified U.S. mail, postage prepaid, return receipt

requested, addressed to a party at the address set forth opposite the party's name below or at

such other address as the party shall have specified by written notice to the other party

delivered in accordance herewith:

AS TO TOWN:

Tandra Davis

Town Manager

Town of Dundee

202 E. Main Street

Dundee, FL 33838

COPY TO:

(which shall not constitute notice)
Albert C. Galloway, Jr., Esquire
Albert C. Galloway, Jr., P.A.
Special Counsel for Town

Town of Dundee

116 East Stuart Avenue Lake Wales, FL 33859-3339

AS TO CITY:

T. Michael Stavres

City Manager

City of Winter Haven 451 Third Street, N.W. Winter Haven, FL 33881

COPY TO:

(which shall not constitute notice)

Frederick John Murphy, Jr., Esquire

City Attorney

City of Winter Haven Boswell & Dunlap, LLP 245 S. Central Ave. Bartow, FL 33830-4620

13. Severability.

If any part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

14. Applicable Law.

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

15. Assignment.

This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations to any other party without the prior written consent of the other party hereto.

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16. Indemnification.

- 16.1 Neither party hereto waives sovereign immunity except that consistent with all applicable State law, including, but not limited to Chapter 768, Florida Statutes, the parties agree to hold each other harmless for the negligent acts of itself, its officers, agents, and employees, but only to the extent permitted by law regardless of whether such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.
- 16.2 If service provided hereunder is discontinued to a customer due to failure of the customer to pay for services provided, the party responsible for discontinuing service shall hold the other party harmless as to any and all claims or suits regarding such action.
- 17. Entire Agreement; Effect on Prior Agreements. This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

18. Recordation.

This Agreement shall constitute a covenant running with the Property which is the subject of the Development (as defined in §2 of this Agreement) and shall be recorded in the Public Records of Polk County, Florida.

19. Counterparts.

This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

20. Multiple Originals. This Agreement has been prepared in duplicate in order that

each of the Municipalities will receive a fully executed original upon adoption and execution by the parties hereto.

21. <u>Duty to Cooperate and Act in Good Faith</u>. The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein

[The balance of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

By: Mathaniel J. Birdsong, Jr., Mayor	By: Samuel Pennant, Mayor
ATTEST: By:	By:
By: Frederick J. Murohv Jr. City Attorney	LEGAL IN FORM AND VALID IF ENACTED By: Albert C. Galloway, Jr. Special Counsel

This provid



WARRANTY DEED

THIS WARRANTY DEED is made this Harday of February, 1992, by DANA F. BAXTER (the "Grantor"), to BAXTER GROVES, a Florida general partnership, the address of which is P. O. Box 1879, Winter Haven, Florida 33882 (the "Grantee").

Grantor, in consideration of TEN DOLLARS (\$10.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, grants and conveys to Grantee that real property located in Polk County, Florida, more particularly described as follows:

> The SW-1/4 of SW-1/4 of Section 20, Township 28 South, Range 27 East, LESS AND EXCEPT the North 128 feet thereof; and subject to R/W of Peace River Valley Drainage Canal along the Westerly side thereof;

AND

Together with and including the maturing citrus fruit crop for 1991-92 season now situated thereon.

SUBJECT TO taxes for 1992 and subsequent years.

1710,00 The property is not the homestead or residence of the Grantor, nor is it contiguous to the homestead or residence of Grantor.

Grantor does hereby fully warrant the title to such property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed on the date first above written.

Witnesses:

NAHHUL

STATE OF FLORIDA COUNTY OF POLK

DANA F. BAXTER Address: ATI

Documentary Tax Pd. \$ 17/0,00 Intangible Tax Pd. S. E. D. "Bud" Dixon, Clerk, Polk Co. By: Louis & A Decel Deputy Clerk

The foregoing instrument was acknowledged before me this 19Th day of February, 1992, by DANA F. BAXTER, who is personally known as identification and to me or has produced did take an oath.

Parcel Details: 27-28-20-000000-044020

TAX EST PRT CALC

元

HTML PRC

TRIM

HTML TRIM

TAX BILL

Owners Recently purchased this property? Click here

BAXTER GROVES

100%

Mailing Address

Address Line 1

120 SELVA VIS

Address Line 2

Address Line 3

WINTER HAVEN FL 33884-3651

Physical Street Address Looking for site address? Click here.

Address Line 1

0 US HIGHWAY 27

Address Line 2

Postal City and Zip

City/St/Zip

DUNDEE FL 33838

Parcel Information

Municipality /

DUNDEE/SWFWMD (Code: 90460)

Taxing District

140990.00

Neighborhood

Show Recent Sales in this

Neighborhood

Subdivision

NOT IN SUBDIVISION

Property (DOR)

Unplatted tracts 30 to 59.99

Use Code

acres (Code: 9925)

Acreage

35.09

Community

Redevelopment NOT IN CRA

Area

Property Desc

DISCLAIMER: This property description is a condensed version of the original legal description recorded in the public records of Polk County, FL. It does not include the section, township, range, or the county where the property is located. It is a description of the ownership boundaries only and does not include easements or other interests of record. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.

Area Map



Mapping Worksheets (plats) for 272820

Mapping Worksheet Mapping Worksheet Printable PDF HTML (opens in new (dst

Linked Tangible Personal Property Accounts

EXCIL

Linked Accounts (1)

Note: Tangible Personal Property is defined as everything other than real estate that has value by itself. Please click the + plus sign to show the list of TPP accounts linked to this parcel. Only first two owner names shown.

Sales History

Important Notice: If you wish to obtain a copy of a deed for this parcel, click on the blue OR Book/Page number. Doing so will cause you to leave the Property Appraiser's website and access the Polk County Clerk of the Circuit Court's Official Records Search. Once the document opens, click the printer icon to print the document. If you have any issues opening the document once you have met all the listed system requirements, please contact the Clerk's office at (863)534-4000 and ask to speak to an IT staff member. If the Book/Page number does not have a blue link to Official Records, the deed may not be available through the online records of the Clerk of the Circuit Court. In order to obtain a copy of the deed you will need to contact the Clerk of the Circuit Court Indexing Department at 863-534-4516. If the Type Inst is an "R", the document is not available through the Clerk of the Circuit Court's Official Records Search. Please contact the Property Appraiser to order "R" type instruments.

OR Book/Page	Date	Type Inst	Vacant/ Improved	Grantee	Sales Price
3068/0278	02/1992	W	V		\$285,000
1251/0950	10/1969		E		\$100

Exemptions

Important Notice: In 2022, the Florida Legislature increased property tax exemptions for residents who are widows, widowers, blind, or totally and permanently disabled from \$500 to \$5,000. The increased exemption amount will become effective as of January 1, 2023, for the 2023 tax year. This change does not affect your tax bill for 2022.

Note: The drop down menus below provide information on the amount of exemption applied to each taxing district. The HX—first \$25,000 homestead exemption may be allocated to one or more owners. The HB -second \$25,000 amended homestead exemption reflects the name of the first owner only.

Bld. # Description % Ownership Renew Cd Year Name Note Value Code If you have a Senior Exemption(Additional Homestead Exemption for Persons 65 and Older): For the 2024 tax year, the allowable total household adjusted gross income received during 2023 could not exceed \$36,614. If your total household adjusted gross income exceeded this limit, YOU MUST NOTIFY THIS OFFICE. Receiving no notification from the qualified senior will be considered a sworn statement, under

penalty of perjury, that the income does not exceed the limit. Improperly claiming any exemption could result in a lien against your property. If you would like to receive a notice of renewal electronically, please send us an email at paoffice@polk-county.net with your name, property address, and confirmation of your request.

PERMITS

The Polk County Property Appraiser's Office does not issue or maintain permits. Please contact the appropriate permit issuing agency to obtain information. This property is located in the DUNDEE/SWFWMD taxing district. The beginning of the description indicates permit agency (UNINCORP is an abbreviation for Unincorporated POLK COUNTY).

Land Lines

LN Land Dscr	Ag/GreenBelt	Land Unit Type	Front	Depth	Units
1 * Residential	N	A	0	0	35.09
		the state of the s		1 1	

^{*} For Zoning/Future Land Use contact Polk County or the Municipality the parcel is located in.

NOTICE: All information ABOVE this notice is current (as of Tuesday, April 23, 2024 at 5:05:38 AM). All information BELOW this notice is from the 2023 Tax Roll, except where otherwise noted.

Value Summary (2023)

Desc Value Land Value \$338,452 \$0

Building Value

Misc. Items Value	\$0
Land Classified Value	\$5,542
Just Market Value	\$338,452
*Cap Differential and Portability	\$0
Agriculture Classification	\$332,910
Assessed Value	\$5,542
Exempt Value (County)	\$0
Taxable Value (County)	\$5,542

^{*}This property does not contain a cap or portability value.

Values by District (2023)

District Description	Final Tax Rate	Assessed Value	Final Assessed Taxes	Exemption	Final Tax Savings	Taxable Value	Final Taxes
BOARD OF COUNTY COMMISSIONERS	6.685200	\$5,542	\$37.05	\$0	\$0.00	\$5,542	\$37.05
POLK COUNTY SCHOOL BOARD - STATE	3.160000	\$5,542	\$17.51	\$0	\$0.00	\$5,542	\$17.51
POLK COUNTY SCHOOL BOARD - LOCAL	2.248000	\$5,542	\$12.46	\$0	\$0.00	\$5,542	\$12.46
TOWN OF DUNDEE	7.900000	\$5,542	\$43.78	\$0	\$0.00	\$5,542	\$43.78
SOUTHWEST FLA WATER MGMT DIST	0.204300	\$5,542	\$1.13	\$0	\$0.00	\$5,542	\$1.13
		Assessed Taxes:	\$111.93	Tax Savings:	\$0.00	Total Taxes:	\$111.93

Non-Ad Valorem Assessments (2023)

LN	Code	Desc	Units	Rate	Assessment
1	ST460	DUNDEE STORMWATER UTILITY	1.00	34.50	\$34.50
Total	Assessm	ents			\$34.50

Taxes

Desc	Last Year	2023 Final
Taxing District	DUNDEE/SWFWMD (Code: 90460)	DUNDEE/SWFWMD (Code: 90460)
Millage Rate	20.3370	20.1975
Ad Valorem Assessments	\$112.71	\$111.93
Non-Ad Valorem Assessments	\$34.50	\$34.50
Total Taxes	\$147.21	\$146.43

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this page, such as assessments for roads, drainage, garbage, fire, lighting, water, sewer, or other governmental services and facilities which may be levied by your county, city or any other special district. Visit the Polk County Tax Collector's site for Tax Bill information related to this account. Use the Property Tax Estimator to estimate taxes for this account.

The Final Tax Roll is the 1st certification of the tax rolls by the Value Adjustment Board, per Florida Statute 193.122(2), F.S. This is the date all taxable property and tax rolls are certified for collection to the Tax Collector Corrections made after this date are not reflected in the Final Tax Roll Values.

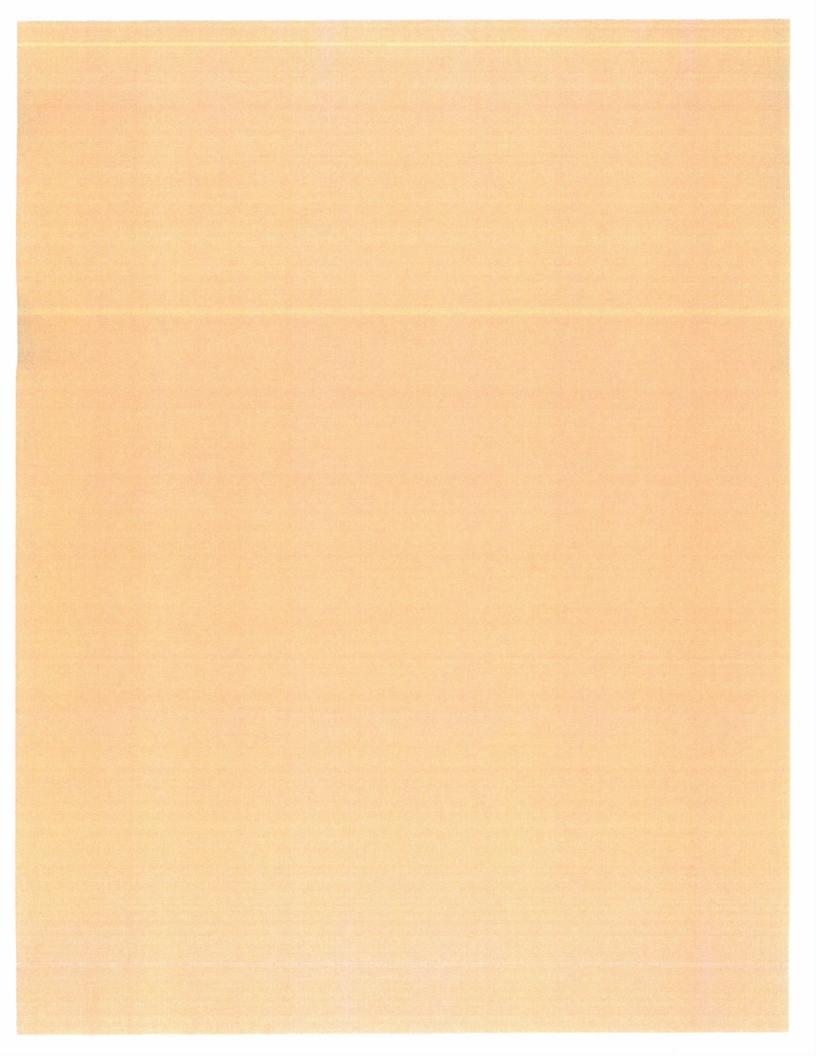
-	-	-	-
L	u	1	4

2022	
Land Value	\$284,874.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$284,874.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00
2021	
Land Value	\$256,839.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$256,839.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00
2020	
Land Value	\$243,822.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$243,822.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00
2019	
Land Value	\$243,822.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$243,822.00
Assessed Value	\$5,542.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$5,542.00

DISCLAIMER:

The Polk County Property Appraiser makes every effort to produce and publish the most current and accurate information possible. The PCPA assumes no responsibility for errors in the information and does not guarantee that the data are free from errors or inaccuracies. Similarly the PCPA assumes no responsibility for the consequences of inappropriate uses or interpretations of the data. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. Utilization of the search facility indicates understanding and acceptance of this statement by the user.

Last Updated: Tuesday, April 23, 2024 at 5:05:38 AM





FREDERICK J. MURPHY, JR.
BOSWELL & DUNLAP LLP
PO. DRAWER 30
BARTOW, FL33831-0030

INSTR # 2004182036
BK 05912 PGS 0909-0912 PG(s)4
RECORPED 09/07/2004 04:26:41 PM
RICHARD M WEISH, CLERK OF COURT
POLK COUNTY
RECORDING FEES 35.50
RECORDED BY B Marris

SPACE FOR RECORDING

ORDINANCE NO.: 04-101

AN ORDINANCE 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 AS THE BAXTER GROVES PROPERTY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE. (General Location: North Western portion of the Town, Property West of US 27 and North of Highway 542)

WHEREAS, a petition to integrate territory into the Town of Dundee, Florida, has been filled 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:

 That the City Council of the Town of Dundee does hereby annex into the corporate limits of the Town of Dundee, Florida, the following described property:

See Composite Exhibit "A" attached hereto and made a part hereof consisting of two (2) pages, the first being a legal description, and the second being a locational map.

Ordinance 04-101 Page Two

- 2. All ordinances in conflict herewith are hereby repealed.
- If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.
 - This ordinance shall take effect immediately after second reading.

INTRODUCED on first reading this 2nd day of August, 2004. PASSED on second reading this 10th day of August, 2004.

TOWN OF DUNDEE, FLORIDA

Mayor-Kevin Kitto

ATTEST

TOWN CLERK - Emily Chang

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

EXHIBIT "A"

Page 1 of 2 Legal Description of subject parcel(s) being proposed for voluntary annexation

27282000000044020 SW ¼ of SW ¼ Less N 128 FT THEREOF & LESS CANAL R/W

The SW ¼ of SW ¼ of Section 20, Township 28 South, Range 27 East, LESS AND EXCEPT the North 128 feet thereof; and subject to R/W of Peace River Valley Drainage Canal along the Westerly side thereof;

A portion of Section 20, Township 28 South, Range 27 East, Polk County, Florida, described as follows: The Southwest ¼ of the Southwest ¼ of said Section 20, LESS AND EXCEPT the North 128 feet thereof, and subject to right-of-way of Peace River Drainage District Canal long the Westerly side thereof, more particularly described as:

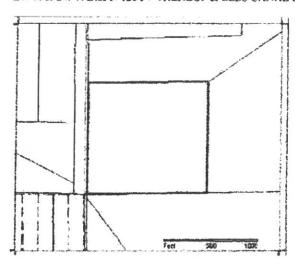
Commence at the Southwest corner of said Section 20, thence North 89°34'02" East, along the South boundary of said Section 20, a distance of 27.98 feet to a point on the East right-of-way of said canal, said point being the POINT OF BEGINNING: thence North 00°03'02"East, along said East right-of-way, a distance of 1192.89 feet, to a point on a line which is 128 feet South of the North line of the Southwest ¼ of the Southwest ¼, of said Section 20; thence North 89°22'34" East, along said line which is 128 feet South of said North line, a distance of 1287.63 feet to a point on the East line of the Southwest ¼, of the Southwest ¼ of said Section 20; thence South 00'29" West, along said East line, a distance of 1198.48 feet, to the Southwest corner of the Southwest ¼ of the Southwest ¼ of said Section 20, a distance of 1278.52 feet to the POINT OF BEGINNING.

Containing 35.25 acres.

EXHIBIT "A"

Page 2 of 2 Legal Description of subject parcel(s) being proposed for voluntary annexation

272820000000044020 SW 1/4 of SW 1/4 Less N 128 FT THEREOF & LESS CANAL R/W





100

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: Baxter Grove	A		
Mailing Address: 120 Selva Vis. Winter	er Haven 33884	Phone: (863	294.741
Name of Representative, if applicable. Bear	rd Knapp Develo	pment, LLC	
Mailing Address: 4500 US Ewy 92 E. St	#1030 Lakelan	Phone: (863)	665-0185
Reason for Request:			
Property	/ Identification		
Property Address or General Location:			
Present Use of the Property:			
Existing Structures Located on the Site			
Total Acreage: 34± Ac	Number of Residen	ts on Site:	Ø
Assessed Property Value: \$57,300	Taxable Vali	#8: \$57,300	
Legal Description of the Property:See	Attached Deed		
Section: 20 Township	28	Range:	27
Subdivision: 000000			
Parcel I,D.#: 044020			-
	oning Information	and the same of th	
Present County Future Land Use Designation:			_
Requested City Zoning Classification:	POD		
Requested City Future Land Use Designation:	RSE2 M	SR	
Note: Unless specific land use and zoning designations are conform with the softual use of the property or with designation assessed only on requests for land use and zoning changes that allowed under the County designations. (You will need to	ins of surrounding prope	rties An applicatio	n tee will be
Date Received:	Receiv	ед Ву	the country of the second of t
Hearing Date:	File Nu	mber	-

i.

Annexation Application

OWNER'S	SIGNA	TURE	PAGE

duly sworn, depose and say that (I) (we)	own one or more of the properties involved in this
into the Yown, in accordance with all adop with State law.	wn of Dundee to process this petition for ennexation sted Town rules and regulations, and in conformance
petition, deposes and say that the statem annexation, and any information attached petition to the best of (my) (our) ability; as	ne subject property authorized by (me) (us) to file this nexts and answers contained in the application for it thereto, present the arguments in behalf of this and that the statements and information referred to the best of (my) (our) knowledge and belief.
Daxter Groves Dama 7 latent - Gen.	Partner
Printed Name of Owner	Signature of Owner Printed Name of Owner
Signature of Owner	Signature of Owner
Printed Name of Owner	Printed Name of Owner
STATE OF FLORIDA COUNTY OF POLK	OWNER'S NOTARIZATION
The foregoing instrument was acknowledged by Dana F Britan On	bedged before me this all day of July

STA

200

to me or who has produced a driver benefit as identification and who did not take an cath.

**COMMISSION 10 08297
**SPERS On the 12 203
**SPERS On the 12 203
**Notary Public
Notarial Seal and Commission

Notary Public Notaria! Seat and Commission Expiration Date

THE REAL PROPERTY.

page 3

V. ..

AGENT, LESSEE, OR BUYER'S SIGNATUR	E PAGE	
(I) (We) Randall L. Knapp, Managir	og Member	hain
duly sworn, depose and say that (i) (we) serve		for the surestal
, , , , , , , , , , , , , , , , , , , ,	(agent or lessae)	_ for the owner(s)
in making this petition and that the owner(s) capacity.		(us) to act in this
Further, (I) (we) depose and say that the state information attached hereto present the argum	ements and answers herein or nents in behalf of the petition h	ontained and other
the best of (my) (our) ability and that the states	ments and information above re	eferred to are in al
respects true and correct to the best of (my) (or	ur) knowledge and belief.	
Strictuse of Agent Leases. or Buyer(s) Rendell L. Knapp, Managing Member Printed Name of Agent, Leases, or Buyer(s)	Signature of Agent, Lessee, or E Printed Name of Agent, Lessee,	
Signature of Agent, Lessee, or Buyer(s)	Signature of Agent, Lessee, or B	Llyar(e)
Printed Name of Agent, Lessee, or Buyer(s)	Printed Name of Agant, Lesses.	or Suyer(s)
STATE OF FLORIDA AGE		and the state of t
COUNTY OF POLK	NT, LESSEE, OR BUYER(S)	NOTARIZATION
		O. 1
The foregoing instrument was acknowled	ged before me this <u>all</u> day of	July
1004, by Randall L Knapp	who is pe	rsonally known
o me or who has produced a driver's license as	identification and who did not to	ake an oath.
-	Jeret & Shet	Cer
	Notarial Seel and Commissi	on
		on

(FD\$, w 1294)

JANET G. SHETLER

M. COMMISSION # DD 683497

ESPIRES October 22 2205

october This Nativy Profes Understates

Picase Return To: Town Cterk Town Hall – Town of Dundes 105 Center Street Post Office Box 1000 Dunsec, Florida 33838

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		-	
pace	For	Recording	-

CERTIFICATION OF OWNERSHIP AND CONSENT TO ANNEXATION

	(I) (We),
	that (I am) (we are) the legal owner (s) of the property or properties specifically identified as Polk County Property Appraiser's Parcel Identification Number: 202827-000000-044020
	Further, (I) (we) hereby consent to the annexation of the above-referenced property or properties, to the Town of Dundee, as generally depicted on the map attached hereto. (I) (We) understand that in reliance upon this consent to annexation that the Town shall
	expend considerable time and resources toward effectuating the annexation. Therefore, this consent to annexation is irrevocable for a period of one (1) year from the date of its execution. (I) (WE) UNDERSTAND THAT (I) (WE) WILL NOT BE ABLE TO REVOKE, RESCIND OR
	WITHDRAW THIS CONSENT TO ANNEXATION FOR A PERIOD OF ONE (1) YEAR FROM THE SIGNING HEREOF. This agreement may be durly recorded in the Public Records of Polk County, Florida, and the terms contained herein shall constitute a covenant running with the
	land, binding on all owners, successors, helds, and assigns. If (filam) (we are) executing this document on behalf of a corporate or partnership owner of land, (I) (we) I do so with the full knowledge and authority of said corporation or partnership
	SIGNED this 21st day of July 2004 Baster Groves By: Dawa F Cax for Jr. Printed Name of Owner
,	SWORN AND SUBSCRIBED before me, the undersigned authority, by Dona F Ganta who is personally known to me, who has produced a drivers license, DL# as identification.
	My Considering Express CANUSSION 100 DOS NOT EXPRESS CANUSSION 100 DOS NOT EXPRESS CANUS 12 2005 NOTARY PUBLIC, STATE OF FLORIDA NOTARY PUBLIC, STATE OF FLORIDA

WARRANTY DEED

THIS WARRANTY DEED is made this "Aday of February, 1992, by DANA F. BACTER (the "Grantor"), to BACTER GROVES, a Florida general partnership, the address of which is 7. O. Box 1879, Winter Haven, Florida 33882 (the "Grantee").

Grantor, in consideration of TEN DOLLARS (\$10.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, grants and conveys to Grantee that real property located in Polk County, Florida, more particularly described as follows:

The SW-1/4 of SW-1/4 of Section 20, Township 28 South, Range 27 East. LESS AND EXCEPT the Morth 128 feet thereof; and subject to R/W of Peace River Valley Drainage Canal along the Westerly side thereof:

AND

Together with and including the maturing citrus fruit crop for 1991-92 season now situated thereon.

SUBJECT TO taxes for 1992 and subsequent years.

The property is not the homestead or residence of the Grantor, nor is it contiguous to the homestead or residence of Grantor.

Grantor does hereby fully warrant the title to such property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed on the date first above written.

Withasses: DANA F. SATTER Address of Planty of Ch World Charles Front Name Javies & Transco None Harten Tenery STATE OF FACRIDA COUNTY OF POLE

The foregoing instrument was acknowledged before me this 1971 day of February, 1992, by DAMA F. BATTER, who is personally known to se or has produced as identification and did take an oath. Sector Fullic States Service

My Compission Expires:

This instrument prepared by: Kerry N. Wilson, Szg. P. O. Drawer 7608 Winter Saven, FL 31881

LE COMMISSION DESIGNATION STATES OF FLORIDA.

CIANOE CLANOE 11177JU 195000

CLIEN OF and the contract of the second of the second

RED. SECONDY AS: RECORD VENERO E.S. "Bud" ORGO, CIL C. C. PREXICENTY, FLA 18100

a legal description requested or given.

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instrument

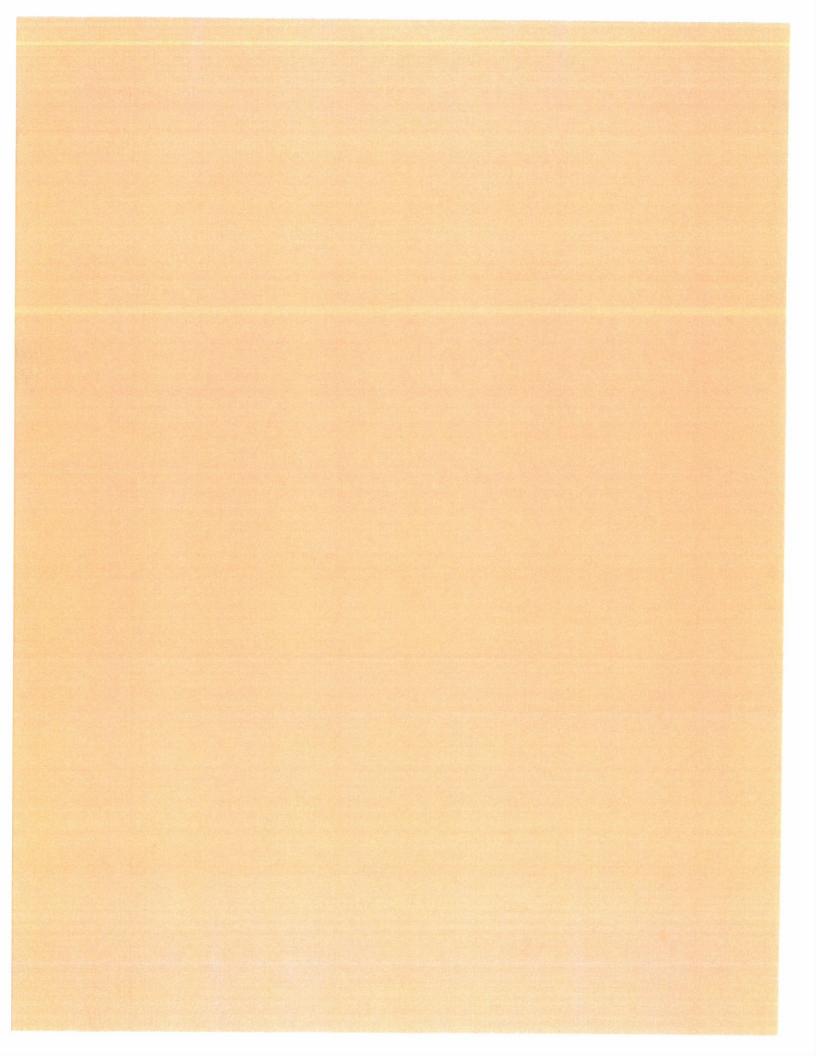
Polk County Property Appraiser, Property Information Card

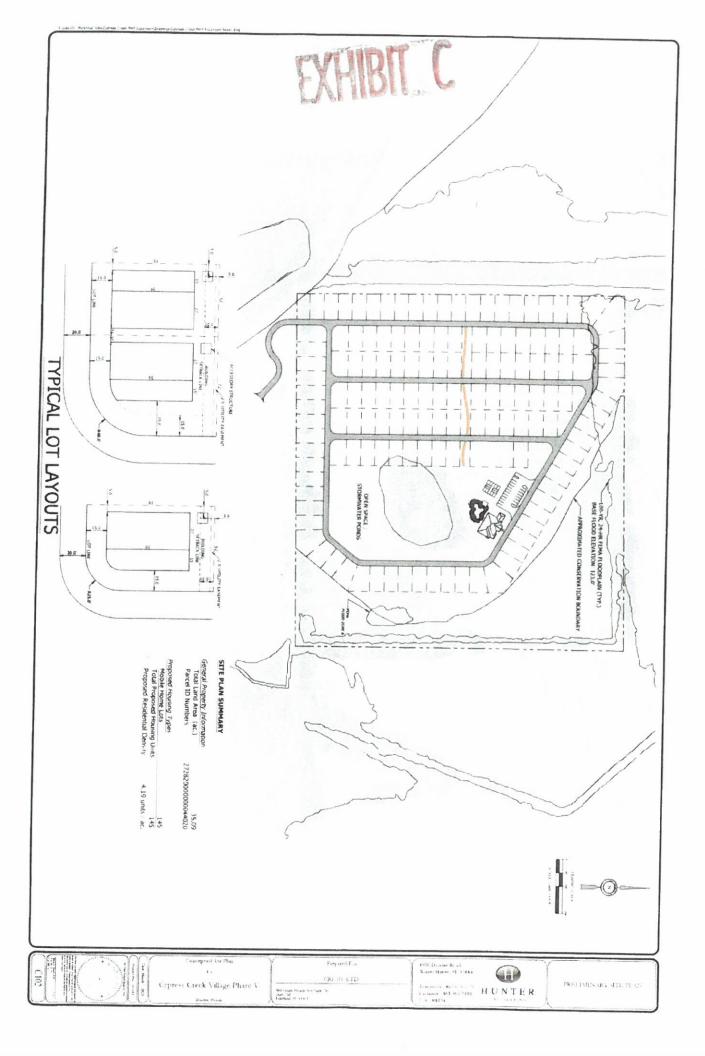
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Printed Property Information Card	Tar In	Topenty Ure: Doctal 4	Tax Digital: 20000	General Property Information 1000000 100° IN SUBDITY BLUE CS Exten W/Irrig. 2014 OF Sulf4 Lass 179 PT TURRAD & 1800		SALE 3			Extemption Information Amougn \$0.00	Acres	CITRU #-M 31 CITRU #-M 31 U 0 3	
1	Land Value: Lifer motion		Austral Value (Marker): \$172,000.00 Austrad Value: \$57,300.00 Taxable Value: \$57,300.00	Neighborhood # 140990 Subdivision # 140990 Subdivision Plane HOT IN HUMBER HOT IN HER WITH IN	CAMBLE AVE	NALE 1 NALE 2 01-0ctober 1969 300.00	950	(a) Information	Yi Bit Bif Ye Bit Area Units Description HOMEGFEALD NATIONER Disability Oblace	spile Units / Type Ag Class 31. 786		
Parcel 113- 412450000000	OWNER BAXTER OROVER	Muhi-Ownegs);	Meding Address: 120 RELM VTS	MINTER BAVER 3384 3651 Sic Addess:			OR Page, 1278 Deed Type: 8 Mutti-Parci Sale 0.3	Mixcellaments Jenuel Information	Description	Classification Land Information JUET Efficient Lit		The second secon

Please Note. All Villa information it as of the lan certified tax rold. Historic and continues exemptions are not reflected in these totals. The information provided is believed to be rosered but is subject to change and is not guaranteed.

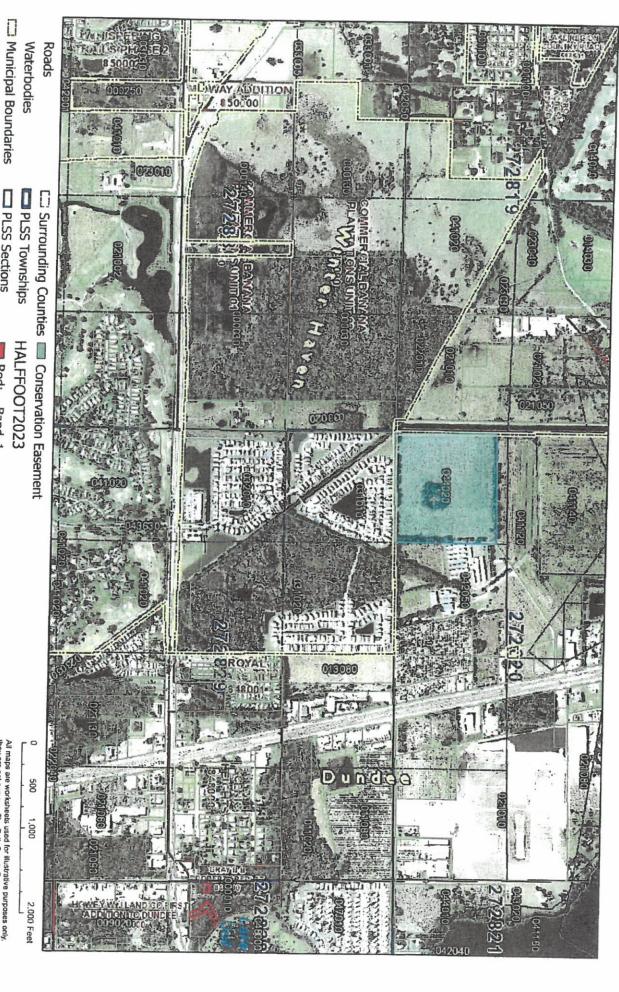
4

MUSTEL





Cypress Creek MHP





Parcels -+ Railroads

Subdivisions

Gov't Lots

Blue: Band_3 Green: Band_2

Dimensions_ParcelFabric --- PLSS Boundaries

☐ PLSS Sections

Red:

Band_1

Marsha M. Faux, CFA, ASA Polk County, Florida Property Appraiser Anril 23 2024

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polik County Property Appraisar assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is."





