

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, FL 33831

WATER SUPPLY ALLOCATION AGREEMENT

THIS **WATER SUPPLY ALLOCATION AGREEMENT** (the "Agreement") is made and entered into this _____ day of _____, 2024, by and between LEGACY HILL OF DUNDEE, LLC, an active Florida limited liability corporation, whose address is 4900 Dundee Road, Winter Haven, Florida 33884 (referred to as the "OWNER"), and the **TOWN OF DUNDEE, FLORIDA**, a municipal corporation created under the laws of the State of Florida ("TOWN").

RECITALS

1. TOWN owns and operates a central water supply system and provides central water service throughout its exclusive service area.
2. OWNER owns property ("Property") upon which it currently owns and operates well(s) through which groundwater is supplied for agricultural or other uses on the Property. The Property is described in **Exhibit "A"** attached to and incorporated in this Agreement.
3. OWNER proposes to develop the Property which contemplates a conversion of land uses from agricultural or other uses to urban uses.
4. These urban uses will require the extension and delivery of domestic potable water service to the Property.
5. OWNER desires the extension of domestic potable water service to the Property.
6. TOWN is ready, willing, and able to extend such service subject to the terms and conditions of those certain **CONCURRENCY DEVELOPER'S AGREEMENTS** (collectively the "Agreements") entered into by the OWNER and TOWN regarding the TOWN's provision of water and wastewater services for the Property as well as other development matters associated with the Property and further subject to transfer of OWNER's water allocation associated with the well(s) located on the Property.
7. The Agreements are attached hereto as **Composite Exhibit "C"** and made a part hereof by reference.

7. The Agreements are attached hereto as **Composite Exhibit "C"** and made a part hereof by reference.
8. OWNER is willing to agree to such water allocation.
9. The parties agree and acknowledge that each of them is authorized and empowered to enter into this Agreement.

ACCORDINGLY, in consideration of the above-referenced Recitals, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. FACTUAL RECITALS. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the factual recitals are hereby adopted as the findings supporting the entry into this Agreement between the TOWN and OWNER.

SECTION 2. WATER ALLOCATION TRANSFER. The OWNER hereby consents and agrees to transfer and transfers the water allocation (whether surface water, groundwater, or both) allocated by the Southwest Florida Water Management District ("SWFWMD") under consumptive use/water use permit numbers _____, as more particularly described in **Exhibit "B"** attached to and incorporated in this Agreement, (and any other unpermitted water allocation associated with any wells on the Property) to the TOWN. The permitting quantity for the well(s) is currently _____ gallons per day ("GPD"). OWNER further agrees to transfer said permit to TOWN if necessary to effectuate the transfer of the water allocation to the TOWN and execute any documents and/or take any and all other actions determined necessary by the TOWN in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. Provided further that OWNER shall be responsible for any costs and/or actions required by SWFWMD and/or any agencies with jurisdiction in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. This transfer shall become effective upon the effective date of this Agreement. The Town, upon credit or increase to the Town WUP from SWFWMD arising out of the transfer of the Wells, shall allocate and assign any increase or credit to the Town's WUP to the Owner, or related entities, on a pro rata basis for the purpose of establishing concurrency for Owner's projects located within the Town's Chapter 180 Utility Service Area.

SECTION 3. RECORDING. OWNER agrees that TOWN may record this Agreement in the Public Records of Polk County, Florida.

SECTION 4. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date on which the TOWN's governing body approves this Agreement.

SECTION 5. COVENANT RUNNING WITH THE LAND. OWNER agrees that its transfer of water allocation is a covenant running with the Property and shall be binding on future owners of the Property.

SECTION 6. WATER SERVICE. Upon the receipt of a credit and/or increase in the permitted capacity of **Public Supply Water Use Permit** (No. 20005893.013) (the "Town WUP") arising out of the transfers (see **Exhibit "B"**) which are the subject of this Agreement, the TOWN shall provide water service to the OWNER, its successors or assigns for use on the Property.

SECTION 7. **SEVERABILITY**. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 8. **GOVERNING LAW AND VENUE**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be exclusively in the state courts of competent jurisdiction in Polk County, Florida.

SECTION 9. **AUTHORITY TO EXECUTE AGREEMENT**. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full power and authority to bind the entity for which that person is signing.

SECTION 10. **CAPACITY**. No specific reservation of water or wastewater capacity is granted by TOWN under this Agreement EXCEPT as specifically stated herein.

SECTION 11. **ARMS LENGTH TRANSACTION**. Both parties have contributed to the preparation, drafting and negotiation of this Agreement and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 12. **AMENDMENT AND ASSIGNMENT**. This Agreement may not be amended and/or assigned, unless evidenced in writing and executed by the parties hereto and approved by the TOWN's governing body.

SECTION 13. **PUBLIC RECORDS**. The OWNER covenants and agrees to:

13.1 Keep and maintain public records required by the TOWN to perform in accordance with the terms of this Agreement.

13.2 Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

13.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement and/or any amendment(s) issued hereunder if the OWNER does not transfer the records to the TOWN.

13.4 Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the TOWN all public records in possession of the OWNER or keep and maintain public records required by the TOWN to perform the service. If the OWNER transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the OWNER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the OWNER keeps and maintains public records upon completion of the Agreement and/or any Amendment(s)

issued hereunder, the OWNER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

IF THE OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TREVOR DOUTHAT, AT 863-438-8330, EXT. 238, TDouthat@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

If the OWNER does not comply with a public records request, the TOWN shall enforce the Agreement and/or any amendment(s) issued hereunder which may include immediate termination of Agreement and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreement.**

[Remainder of page intentionally left blank]

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

ATTEST:

**TOWN OF DUNDEE, FLORIDA, a
Florida municipal corporation**

Trevor Douthat
Town Clerk

Samuel Pennant
Mayor

Approved as to form and correctness:

Frederick J. Murphy, Jr.
Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

Before me, by means of physical presence or online notarization, the undersigned authority, this day personally appeared SAMUEL PENNANT, as Mayor of the Town of Dundee, Florida, a Florida municipal corporation, to me well known and known to me to be the individual described in and/or produced _____ as identification and who executed the forgoing instrument, and was authorized on behalf of said Town of Dundee, Florida, a Florida municipal corporation, to execute same, and he severally acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2024.

My Commission expires:

Notary Public in and for the State of Florida at Large

OWNER

LEGACY HILL OF DUNDEE, LLC,
A Florida limited liability company

By: Harold R. Baxter, Managing Member
Print Name:

↑ Witness signature ↑

↑ Witness signature ↑

Print witness name: _____

Its: _____

Date: _____

↑ Witness signature ↑

↑ Witness signature ↑

Print witness name: _____

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF _____

Before me, by means of physical presence or online notarization, the undersigned authority, this day personally appeared _____, as _____ of _____, a _____, to me well known and known to me to be the individual described in and/or produced _____ as identification and who executed the forgoing instrument, and was authorized on behalf of said _____, a _____, to execute same, and (s)he severally acknowledged before me that (s)he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2024.

My Commission expires:

Notary Public in and for the State of Florida at Large

EXHIBIT "A"

LEGAL DESCRIPTION & DEPICTION OF PROPERTY

A PARCEL OF LAND LYING AND BEING IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST AND IN SECTION 2, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 2, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE SOUTH 00°33'36" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1299.59 FEET TO THE INTERSECTION WITH THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF STALNAKER ROAD AS RECORDED IN MAP BOOK 6, PAGES 182-184 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING TWENTY-FOUR (24) COURSES: 1.) SOUTH 88°43'00" WEST, 34.14 FEET; THENCE 2.) SOUTH 89°20'49" WEST, 100.00 FEET; THENCE 3.) NORTH 89°40'45" WEST, 100.01 FEET; THENCE 4.) SOUTH 87°34'17" WEST, 100.05 FEET; THENCE 5.) NORTH 89°54'30" WEST, 100.01 FEET; THENCE 6.) SOUTH 89°00'11" WEST, 100.00 FEET; THENCE 7.) SOUTH 89°48'19" WEST, 100.00 FEET; THENCE 8.) SOUTH 89°34'34" WEST, 100.00 FEET; THENCE 9.) SOUTH 89°27'41" WEST, 100.00 FEET; THENCE 10.) SOUTH 89°58'38" WEST, 100.00 FEET; THENCE 11.) SOUTH 89°13'56" WEST, 100.00 FEET; THENCE 12.) SOUTH 88°08'38" WEST, 100.03 FEET; THENCE 13.) NORTH 89°57'56" WEST, 100.00 FEET; THENCE 14.) SOUTH 88°15'45" WEST, 100.07 FEET; THENCE 15.) SOUTH 89°47'23" WEST, 100.01 FEET; THENCE 16.) SOUTH 89°06'08" WEST, 100.00 FEET; THENCE 17.) SOUTH 89°19'53" WEST, 100.00 FEET; THENCE 18.) SOUTH 89°30'11" WEST, 100.00 FEET; THENCE 19.) SOUTH 89°16'26" WEST, 100.00 FEET; THENCE 20.) SOUTH 88°52'23" WEST, 100.00 FEET; THENCE 21.) SOUTH 88°52'23" WEST, 100.00 FEET; THENCE 22.) SOUTH 89°06'08" WEST, 100.00 FEET; THENCE 23.) SOUTH 88°42'04" WEST, 100.00 FEET; THENCE 24.) SOUTH 89°50'49" WEST, 50.86 FEET; THENCE DEPARTING SAID NORTHERLY MAINTAINED RIGHT-OF-WAY, NORTH 00°38'38" WEST, 325.54 FEET; THENCE SOUTH 89°21'25" WEST, 316.84 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SCENIC HIGHWAY (STATE ROAD 17) AS DEPICTED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR HIGHWAY SECTION 1609-5209; THENCE NORTH 00°38'35" WEST ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 541.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 172,555.55 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AND SAID EASTERLY RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE/Delta OF 00°17'00" (CHORD = 853.30 FEET, CHORD BEARING = NORTH 00°14'28" WEST) FOR A DISTANCE OF 853.30 FEET; THENCE DEPARTING SAID CURVE, BUT STILL ALONG SAID EASTERLY RIGHT-OF-WAY, SOUTH 89°54'01" WEST, 2.85 FEET; THENCE NORTH 00°05'58" WEST, AND STILL ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 224.00 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 35; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, NORTH 89°17'47" EAST ALONG SAID NORTH LINE, A DISTANCE OF 1286.39 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE NORTH 00°02'32" WEST, 433.95 FEET TO THE SOUTH LINE OF THE NORTH 210 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35; THENCE NORTH 89°19'44" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 210.01 FEET TO THE EAST LINE OF THE WEST 210 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35; THENCE NORTH 00°02'32" WEST, ALONG SAID EAST LINE, A DISTANCE OF 194.89 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ALMBURG ROAD AS RECORDED IN MAP BOOK 3, PAGES 40-43 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1.) NORTH 89°48'11" EAST, 69.15 FEET; THENCE 2.) NORTH 87°35'07" EAST, 100.00 FEET; THENCE 3.) NORTH 86°05'50" EAST, 71.45 FEET TO THE WEST LINE OF THE EAST 210 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF THE EAST 210 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, SOUTH 00°00'09" WEST, 201.39 FEET TO THE SOUTH LINE OF

THE NORTH 210 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35; THENCE NORTH 89°19'44" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 210.01 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35; THENCE NORTH 00°00'09" EAST ALONG SAID WEST LINE, A DISTANCE OF 206.68 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF ALMBURG ROAD; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY THE FOLLOWING SEVEN (7) COURSES: 1.) NORTH 87°41'19" EAST, 116.53 FEET; THENCE 2.) NORTH 85°45'40" EAST, 102.34 FEET; THENCE 3.) NORTH 85°52'18" EAST, 100.00 FEET; THENCE 4.) NORTH 85°55'44" EAST, 100.00 FEET; THENCE 5.) NORTH 86°06'04" EAST, 100.00 FEET; THENCE 6.) NORTH 85°38'33" EAST, 100.00 FEET; THENCE 7.) NORTH 81°49'46" EAST, 43.44 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 00°02'50" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 35, A DISTANCE OF 1322.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 131.32 ACRES, MORE OR LESS TO THE RIGHTS-OF-WAY INDICATED

COMPOSITE EXHIBIT "B"

WUP TRANSFERRED TO TOWN

COMPOSITE EXHIBIT "C"

CONCURRENCY DEVELOPERS' AGREEMENTS FOR LEGACY HILL OF DUNDEE, LLC