

This instrument prepared by and return to:
Name: Edward P. de la Parte, Jr., Esquire
de la Parte Gilbert McNamara & Caldevilla, P.A.
101 East Kennedy Boulevard, Suite 3100
Tampa, Florida 33602

SPACE FOR RECORDING

EASEMENT

THIS EASEMENT, made this _____ day of _____, 2026, between THE TOWN OF DUNDEE, a Florida municipal corporation, 202 East Main Street, Dundee, Florida 33838, the owner(s) of the property, hereinafter referred to as Grantor(s), in consideration of the sum of One Dollar and other valuable considerations in hand paid, do hereby give and grant unto the POLK REGIONAL WATER COOPERATIVE, hereinafter referred to as Grantee, a nonexclusive permanent easement.

The nature, terms and duration of the nonexclusive permanent easement (the "Easement") which the Polk Regional Water Cooperative ("PRWC") acquires from the property owners/interest holders ("Owner") of the real property shown and described on Exhibit "A" are:

The Easement in, upon and through the following described land in the County of Polk, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"
(the "Easement Area")

1. The permanent perpetual water line Easement interests and rights acquired by PRWC are the perpetual right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.
2. In the event that the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact Owner's improvements, PRWC shall, to the extent practicable, relocate or replace with the same, like, or better quality and at their original locations or as near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields, that PRWC damaged or caused to be removed, relocated or replaced from the Easement before or during initial construction and installation of the water transmission line or lines and related fixtures and/or appurtenances. Furthermore subject to PRWC's acquired easement rights, PRWC will restore the surface of all disturbed areas within the Easement to its original contour and condition, as near as is reasonably practicable.
3. This Grant of Easement shall not be construed as a grant of right of way and is limited to a PRWC Easement. The Owner shall have the right to use the area subject to the Easement granted hereby, including without limitation for improved parking areas, improved driveways, and landscaping, which are not inconsistent with the use of the Easement by PRWC for the purposes granted hereby. Inconsistent improvements to the use of the Easement by Owner for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific written approval of PRWC, the limited use of trees, walls, and mounded landscaping may be utilized within the Easement by Owner.
4. Owner reserves the right to grant permission or other easements to other parties for ingress and egress and for the installation, operation, maintenance, repair, replacement, relocation, or removal of underground utilities, including without limitation electrical, gas, broadband, fiber optic, cable, and water transmission facilities, provided that such use does not materially interfere with PRWC's facilities or PRWC's reasonable access to, operation, maintenance, repair, replacement, or use of the Easement. Owner shall provide PRWC prior written notice of any proposed utility within or crossing the Easement Area and shall reasonably coordinate with PRWC regarding the location and design of the proposed utility. PRWC shall not unreasonably withhold, condition, or delay any approval reasonably required to avoid material interference with PRWC's facilities or access. If PRWC does not respond to Owner's written request within sixty (60) days after receipt, the proposed permission or easement shall be deemed approved. Nothing in this Paragraph prohibits another water transmission line or requires a utility crossing to be perpendicular to the PRWC Easement, provided the proposed use satisfies the non-interference standard stated above and applicable engineering requirements.
5. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be responsible for restoring the

disturbed portions of all existing approved and permitted improvements in as good or better condition that existed prior to the disturbance activity by PRWC.

6. If PRWC permanently abandons the water transmission line, metering facilities, or other facilities for which this Easement was granted, or if PRWC determines in its reasonable and good-faith discretion that this Easement is no longer reasonably necessary for the PRWC water supply project, PRWC shall, upon written request of Owner, execute and record, at PRWC's expense, an appropriate release of this Easement.
7. PRWC may assign this Easement, in whole or in part, without Owner's consent to a governmental entity, public utility, or successor entity that assumes responsibility for the water supply project and agrees in writing to be bound by the terms of this Easement. Any other assignment shall require Owner's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging to or otherwise appertaining to that real property, unto the Grantee, its successors and assigns;

IN WITNESS WHEREOF, the Grantor(s) have hereunto set hand(s) and seal this ____ day of _____, 2026, at Dundee, Polk County, Florida.

Signed, sealed and delivered in the presence of:

Witness Signature

Print Name

Witness Signature

Print Name

Attest:

Erica Anderson, Town Clerk

Approved as to Form:

Markeishia Smith, Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2026, by Joe Garrison, Mayor, on behalf of the Town of Dundee, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public

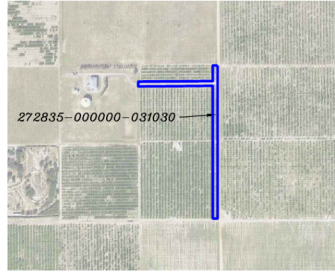
Print Name

My Commission Expires _____

EXHIBIT “A”

PARCEL 3016-PE PERMANENT EASEMENT

Town of Dundee to Polk Regional Water Cooperative
(Parcel Map and Legal Description)

[illegible]

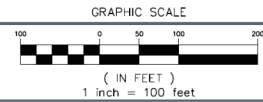
CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

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POLK REGIONAL WATER COOPERATIVE

TOWN OF DUNDEE EXHIBIT



		CS PROJECT NUMBER: 8825.03	
FIELD BY:	N/A	PARCEL NUMBER: 3016	
DATE:	10/3/2025		
FIELD BOOK & PAGE:	N/A	SHEET NUMBER: V-01	

DESCRIPTION
3016-PE

DESCRIPTION:

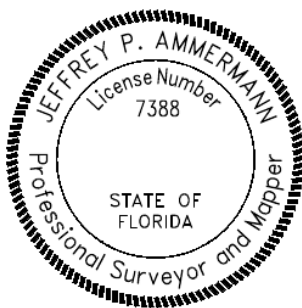
A parcel of land being a portion of the parcel described in Official Records Book 7674, Pages 176 through 179, Public Records of Polk County, Florida, located in Section 35, Township 28 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of said Section 35, thence South 00°02'44" West, along the East line of said Northwest 1/4, a distance of 758.65 feet for the POINT OF BEGINNING; thence continue South 00°02'44" West, along said East line, 15.00 feet to the North line of the South 40.0 feet of the North 170.0 feet of the Southeast 1/4 of the Northeast 1/4 of said Northwest 1/4; thence South 89°31'40" West, along said North line of the South 40.0 feet of the North 170.0 feet of the Southeast 1/4 of the Northeast 1/4, a distance of 40.00 feet to the West line of the East 40.00 feet of said Southeast 1/4 of the Northeast 1/4 of said Northwest 1/4 of Section 35; thence North 00°02'44" East, along said West line, 15.00 feet; thence North 89°31'40" East, 40.00 feet to the POINT OF BEGINNING.

Said parcel contains 600.00 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P

Ammermann

Digitally signed by

Jeffrey P

Ammermann

Date: 2025.10.03

16:03:12 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388

JAMMERMAN@CHASTAINSKILLMAN.COM

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2

SEE SHEET 2 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

CS PROJECT: 8825.03

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

3016-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 10/03/2025

SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 1\15-STEWART ROAD\882503-SCC-2024-08-02-STEWART ESM\15.dwg 3016-PE Oct 03, 2025 2:54pm by: jammermann

LEGEND:

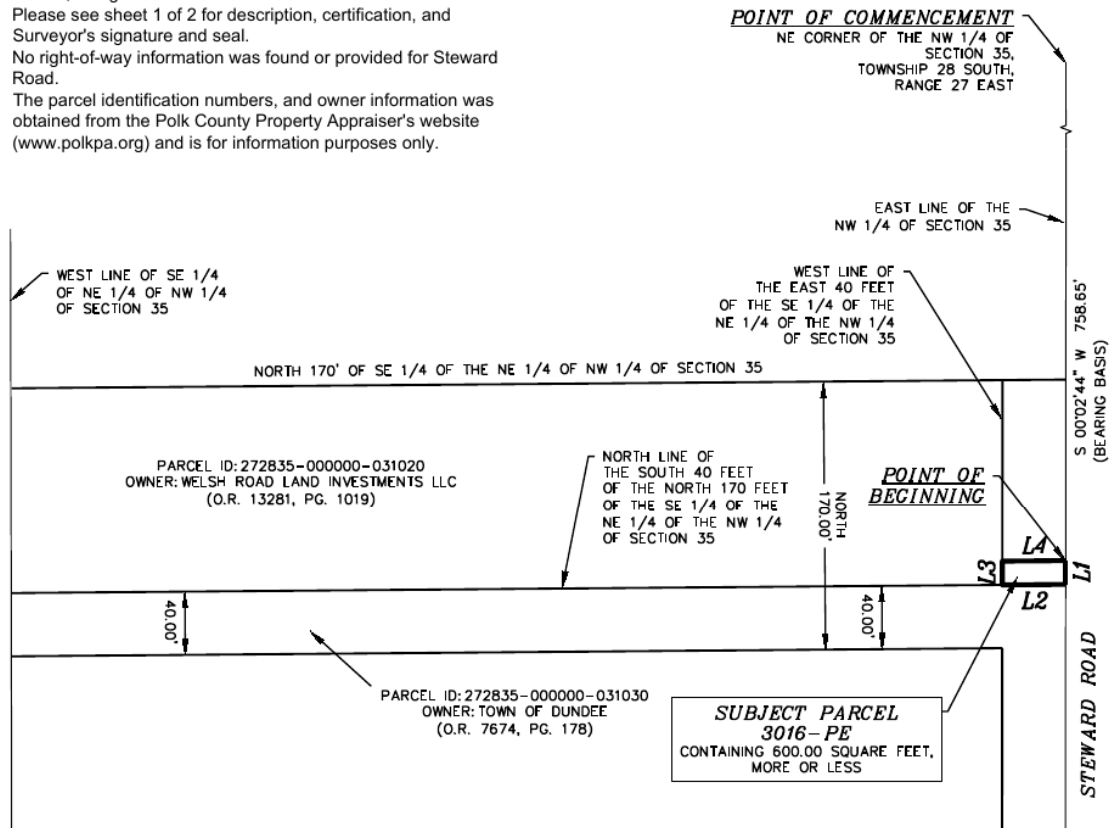
PG. = PAGE
O.R. = OFFICIAL RECORDS BOOK
PE = PERMANENT EASEMENT
ID = IDENTIFICATION

DESCRIPTION SKETCH
3016-PE

SCALE 1" = 100'

NOTES:

- 1) This is not a Boundary survey.
- 2) The bearings are based on the East line of the NW 1/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida, being assumed as South 00°02'44" West.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
- 4) No right-of-way information was found or provided for Steward Road.
- 5) The parcel identification numbers, and owner information was obtained from the Polk County Property Appraiser's website (www.polkpa.org) and is for information purposes only.

**LINE TABLE**

LINE #	BEARING	LENGTH
L1	S 00°02'44" W	15.00'
L2	S 89°31'40" W	40.00'
L3	N 00°02'44" E	15.00'
L4	N 89°31'40" E	40.00'

SHEET 2 OF 2

CS PROJECT: 8825.03

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

3016-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 10/03/2025

SHEET NO. V-02

P: \\882503\CAD\Survey\KEY SHEET 1\15-STEWARDS ROAD\882503-SCC-2024-08-02-STEWARDS ESM\T.S.dwg 3016-PE (2) Oct 03, 2025 2:54pm by: jammernonn