

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 GLK LAKE TRASK, LLC, an active Florida limited liability corporation, whose address is 346 East Central Ave, Winter Haven, Florida 33880, PHC I Property, LLC an active Florida limited liability corporation, whose address is 346 East Central Ave, Winter Haven, Florida 33880 and Northeast Polk Land Investments, LLC an active Florida limited liability corporation, whose address is 346 East Central Ave, Winter Haven, Florida 33880 ( collectively 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 matter 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.

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. 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 no. 13116 & 3818, 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 27,200 & 19,000 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. 13116.002 & 3818.007) (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, LITA O'NEILL, AT 863-438-8330, EXT. 238, [loneill@townofdundee.com](mailto:loneill@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**

\_\_\_\_\_  
Erica Anderson  
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 \_\_\_\_\_, 2025.

My Commission expires:

\_\_\_\_\_  
Notary Public in and for the State of Florida at Large



Lauren Durham  
Witness Signature  
Lauren Durham  
Print witness name

Kristin Cassidy  
Witness Signature  
Kristin Cassidy  
Print witness name

OWNER

GLK Lake Trask, LLC

[Signature]  
By: Lauren Schwenk  
Print Name:

Its: Manager

Date: October 3, 2024

[CORPORATE SEAL]

STATE OF FLORIDA  
COUNTY OF Polk

Before me, by means of ☒ physical presence or ☐ online notarization, the undersigned authority, this day personally appeared Lauren Schwenk, as manager of GLK Lake Trask, a Limited Liability Company who is personally known to me 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 3rd day of October, 2024.

My Commission expires:

\_\_\_\_\_  
Bobbie Henley  
Notary Public in and for the State of Florida at Large



Lauren Durham  
Witness Signature

Lauren Durham  
Print witness name

Kristin Cassidy  
Witness Signature

Kristin Cassidy  
Print witness name

**OWNER**

PHC I Property, LLC

[Signature]  
By: Lauren Schwenk  
Print Name:

Its: Manager

Date: October 3, 2024

[CORPORATE SEAL]

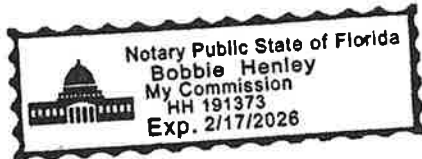
STATE OF FLORIDA  
COUNTY OF Polk

Before me, by means of ☒ physical presence or ☐ online notarization, the undersigned authority, this day personally appeared Lauren Schwenk, as Manager of PHC I Property, a Limited Liability Corp., who is personally known to me 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 3rd day of October, 2024.

My Commission expires:

[Signature]  
Notary Public in and for the State of Florida at Large



Lauren Durham  
Witness Signature

Lauren Durham  
Print witness name

Kristin Cassidy  
Witness Signature

Kristin Cassidy  
Print witness name

**OWNER**

Northeast Polk Land Investments, LLC

[Signature]

By: Albert B Cassidy  
Print Name:

Its: Manager

Date: October 3, 2024

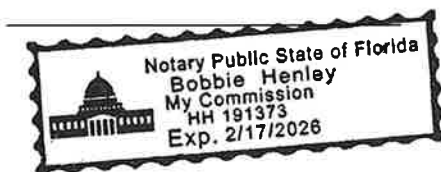
[CORPORATE SEAL]

STATE OF FLORIDA  
COUNTY OF POLK

Before me, by means of ☒ physical presence or ☐ online notarization, the undersigned authority, this day personally appeared Albert B Cassidy, as manager of Northeast Polk Land Investments, a Limited Liability Corp, who is personally known to me 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 3<sup>rd</sup> day of October, 2024.

My Commission expires:



[Signature]  
Notary Public in and for the State of Florida at Large



## EXHIBIT "A"

### The Landing at Lake Trask Ph 2

DESCRIPTION: (As prepared by GeoPoint Surveying, Inc.)

The West 3/4s of the South 1/4 of the Northeast 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida, LESS Right of Way for Weiberg Road, being more particularly described as follows:

COMMENCE at the Northwest corner of said Northeast 1/4, run thence along the West boundary of said Northeast 1/4, S 00°21'58" E, a distance of 1996.70 feet to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Northeast 1/4, and the POINT OF BEGINNING; thence along the North boundary of said South 1/4, N 89°25'42" E, a distance of 1985.32 feet to the East boundary of the Southwest 1/4 of the Southeast 1/4 of said Northeast 1/4; thence along said East boundary, S 00°18'57" E, a distance of 654.17 feet to the North Maintained Right of Way of Weiberg Road, according to the Polk County Maintained Right of Way Map of Edwards Road, recorded in Map Book 1, Pages 24 through 26, of the Public Records of Polk County, Florida; thence along said North Maintained Right of Way the following eleven (11) courses: 1) S 89°45'21" W, a distance of 36.87 feet; 2) S 89°10'58" W, a distance of 100.00 feet; 3) S 89°45'21" W, a distance of 100.00 feet; 4) S 88°53'47" W, a distance of 100.00 feet; 5) S 89°28'09" W, a distance of 200.00 feet; 6) S 88°53'47" W, a distance of 100.00 feet; 7) S 89°28'09" W, a distance of 100.00 feet; 8) N 89°57'28" W, a distance of 200.01 feet; 9) S 89°28'09" W, a distance of 100.00 feet; 10) S 89°10'58" W, a distance of 100.00 feet; 11) N 89°57'28" W, a distance of 186.29 feet to the East boundary of the Southwest 1/4 of the Southwest 1/4 of said Northeast 1/4; thence along said East boundary, N 00°20'57" W, a distance of 5.64 feet to the North Right of Way of Weiberg Road by deed exception, being 20.00 feet North of and parallel with the South boundary of said Northeast 1/4; thence along said North Right of Way, S 89°28'09" W, a distance of 661.58 feet to aforesaid West boundary of the Northeast 1/4; thence along said West boundary, N 00°21'58" W, a distance of 645.57 feet to the POINT OF BEGINNING.

Containing 29.682 acres, more or less.

## Landing at Lake Trask Ph 1

### LEGAL DESCRIPTION & DEPICTION OF PROPERTY

**DESCRIPTION:** (As prepared by GeoPoint Surveying, Inc.)

A parcel of land lying in Sections 22 and 23, Township 28 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

**COMMENCE** at the Southwest corner of said Section 22, run thence along the South line of the Southwest 1/4 of said Section 22, N.89°34'25"E., a distance of 2647.22 feet to the South 1/4 corner of said Section 22 and the **POINT OF BEGINNING**; thence along the East line of said Southwest 1/4, N.00°18'14"W., a distance of 667.29 feet to the South line of the Northeast 1/4 of the Southeast 1/4 of said Southwest 1/4; thence along said South line, S.89°30'28"W., a distance of 661.93 feet to the West line of the East 1/4 of said Southwest 1/4; thence along said West line, N.00°18'53"W., a distance of 1979.58 feet to the South Right of Way of Weiberg Road per deed exception; thence along said South Right of Way the following two (2) courses: 1) N.89°18'34"E., a distance of 662.32 feet to the East line of said Southwest 1/4; 2) N.89°28'09"E., a distance of 661.58 feet to the West line of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence along said West line, N.00°18'11"W., a distance of 4.00 feet to the South Maintained Right of Way of said Weiberg Road, according to the Polk County Maintained Right of Way Map of EDWARDS ROAD, recorded in Map Book 1, Pages 24 through 26 of the Public Records of Polk County, Florida; thence along said South Maintained Right of Way the following eight (8) courses: 1) N.89°28'09"E., a distance of 286.39 feet; 2) N.88°19'25"E., a distance of 100.02 feet; 3) N.89°28'09"E., a distance of 100.00 feet; 4) N.89°10'58"E., a distance of 100.00 feet; 5) N.89°45'21"E., a distance of 100.00 feet; 6) N.89°10'58"E., a distance of 300.00 feet; 7) N.89°45'21"E., a distance of 100.00 feet; 8) N.89°28'09"E., a distance of 236.77 feet to the East line of the Northwest 1/4 of the Northeast 1/4 of said Southeast 1/4; thence along said East line, S.00°18'04"E., a distance of 7.00 feet to the South Right of Way of said Weiberg Road per deed exception; thence along said South Right of Way, N.89°28'09"E., a distance of 661.58 feet to the East line of said Southeast 1/4; thence along said East line, N.00°18'00"W., a distance of 12.47 feet to the South Maintained Right of Way of Edwards Road, according to the Polk County Maintained Right of Way Map of EDWARDS ROAD, recorded in Map Book 10, Pages 31 through 36 of said Public Records; thence along said South Maintained Right of Way the following five (5) courses: 1) N.89°52'50"E., a distance of 103.42 feet; 2) S.88°58'26"E., a distance of 100.04 feet; 3) S.87°15'31"E., a distance of 100.18 feet; 4) N.89°52'50"E., a distance of 300.01 feet; 5) N.88°18'09"E., a distance of 52.06 feet to the East line of the West 1/4 of the Southwest 1/4 of said Section 23; thence along said East line, S.00°19'44"E., a distance of 2648.18 feet to the South line of said Southwest 1/4; thence along said South line, S.89°03'20"W., a distance of 656.92 feet to the Southeast corner of said Section 22; thence along aforesaid East line of the Southeast 1/4 of Section 22, N.00°18'00"W., a distance of 667.68 feet to the

South line of the North 1/2 of the Southeast 1/4 of said Southeast 1/4; thence along said South line, S.89°29'41"W., a distance of 1323.08 feet to the West line of the Southeast 1/4 of said Southeast 1/4; thence along said West line, S.00°18'07"E., a distance of 667.49 feet to the South line of the Southwest 1/4 of said Southeast 1/4; thence along said South line, S.89°30'12"W., a distance of 1323.06 feet to the **POINT OF BEGINNING**.

#### **LESS AND EXCEPT**

**DESCRIPTION:** A parcel of land lying in Section 22, Township 28 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

**COMMENCE** at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 22, run thence along the West line thereof, S.00°18'53"E, a distance of 20.00 feet to the South Right-of-Way of Weiberg Road, said point also being the **POINT OF BEGINNING**; thence along said South Right-of-Way, N.89°18'34"E, a distance of 50.00 feet to a point on a line 50.00 feet East of and parallel with the West line of the East 1/4 of the Southwest 1/4 of said Section 22; thence along said parallel line, S.00°18'53"E, a distance of 102.98 feet; thence N.90°00'00"E., a distance of 179.27 feet; thence S.36°19'39"E., a distance of 524.37 feet; thence S.00°30'16"E., a distance of 479.56 feet; thence S.41°56'49"E., a distance of 589.78 feet; thence S.26°37'41"W., a distance of 593.81 feet to the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Said Section 22; thence along the South line thereof, S.89°30'28"W, a distance of 661.93 feet to the Southwest corner of said Northeast 1/4; thence along the West line of the East 1/4 of the Southwest 1/4 of said Section 22, N.00°18'55"W, a distance of 1979.58 feet to the **POINT OF BEGINNING**.

## **EXHIBIT “B”**

WATER USE PERMIT LETTER & INFORMATION



# Town of Dundee

## PUBLIC UTILITIES

◆ 202 E. Main Street ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8333

August 28, 2024

PH Citrus Property LLC  
Attn: Tyler Bowen  
P.O. Box 1912  
Winter Haven, FL 33883

Dear Mr. Bowen,

This correspondence is to verify that the previously signed agricultural WUP transfer letter dated 10/2/2023, for WUP 13116 permitted 27,200 gallons a day, is still accurate.

Per the attached letter, we show the following DID numbers and permitted quantity of gpd to be transferred to the Town of Dundee for permanent retirement is:

WUP number: 13116

• <u>DID No. 1</u>	<u>27,200 gallons/day (annual avg.)</u>
<u>TOTAL:</u>	<u>27,200 gallons/day (annual avg.)</u>

Please review and confirm that the above information is correct and that no changes to DID Numbers and/or gallons per day need to be made. This will accompany the Town's submittal to Southwest Florida Water Management District (SWFWMD) for transfer of the wells.

Please reply by email to verify that the above information is correct or if changes need to be made, to Melissa Glogowski at [MGlogowski@townofdundee.com](mailto:MGlogowski@townofdundee.com)

If you have any questions or concerns, please contact us at your earliest convenience.

Thank you,

Tracy Mercer  
Public Utilities & Special Projects Director

cc: signed WUP agreement



October 2, 2023

Tandra S. Davis  
Town Manager  
Town of Dundee  
202 Main St.  
Dundee, FL 33838-1000

Dear Ms. Davis:

As signed below, I am the permittee for the below-listed Southwest Florida Water Management District (SWFWMD) Water Use Permit (WUP). The property associated with this WUP is planned to transition from agricultural use to residential development (i.e. Land Use Transition) and will require the public supply of water provided by the Town of Dundee (Town). As such, the agricultural well(s) associated with the WUP listed below will be abandoned and the WUP will be retired in accordance with Southwest Florida Water Management District (SWFWMD) Rules regarding Mitigation Plus Recovery associated with Land Use Transition (LUT).

It is requested that permitted quantities from this agricultural WUP's be utilized by the Town to help offset the Town's potential well withdrawal impacts associated with its Public Supply WUP.

In accordance with the above, it is agreed that the following WUP's will be permanently retired:

- **WUP number:** 13116
- **Development:** Landings at Lake Trask PH2
- **Permittee Name:** PHC I Property, LLC
- **List of all withdrawal points to be retired:** District ID Nos. 1
- Quantities to be retired from each withdrawal point. If only part of the historically used quantities are to be retired, specify what uses are associated with the quantities to be retired:

<b>Withdrawal Point ID:</b>	<b>Permitted Quantity:</b>
<ul style="list-style-type: none"><li>• <u>DID No. 1</u></li></ul>	<u>27,200 gallons/day (annual avg.)</u>
<b><u>Total:</u></b>	<b><u>27,200 gallons/day (annual avg.)</u></b>

As the permittee for the above WUP, which, when retired, will result in an elimination of groundwater quantities from this WUP's withdrawal points. My signature below confirms the following statements:

- It is agreed to permanently retire the historical use indicated for the above WUP.
- The Southwest Florida Water Management District has permission to modify the above WUP to decrease quantities to only those historically used quantities that are not being retired

Oct. 2, 2023

Tandra S. Davis  
Town Manager  
Town of Dundee  
202 Main St.  
Dundee, FL 33838-1000

Dear Ms. Davis:

As signed below, I am the permittee for the below-listed SWFWMD Water Use Permit (WUP) number. The property associated with this WUP is planned for residential development and will require the public supply of water provided by the Town of Dundee (Town). As such, the one agricultural well associated with this WUP will be abandoned and the WUP will be retired.

It is requested that permitted quantities from this agricultural WUP be transferred to the Town to help offset the Town's additional well withdrawals associated with its public supply WUP.

In accordance with the above, it is agreed that the following WUP will be permanently retired:

- WUP number: 13116
- Permittee Name: PHC I Property, LLC
- List of all withdrawal points to be retired: DID Nos. 1
- Quantities to be retired from each withdrawal point. If only part of the historically used quantities are to be retired, specify what uses are associated with the quantities to be retired:

Withdrawal Point ID:    Permitted Quantity:

▪	<u>DID No. 1</u>	<u>27,200 gallons/day (annual avg.)</u>
	<u>Total:</u>	<u>27,200 gallons/day (annual avg.)</u>

As the permittee for the above WUP, which, when retired, will result in an elimination of groundwater quantities from this WUP's one withdrawal point, my signature below confirms the following statements:

- It is agreed to permanently retire the historical use indicated for the above WUP.
  - The Southwest Florida Water Management District has permission to modify the above WUP to decrease quantities to only those historically used quantities that are not being retired.
- I, the WUP 13116 permittee, agree that the above information is true and correct.

PHC I Property, LLC  
Permittee/Owner

  
Authorized Signature

10/2/23  
Date



WUP File of Record Report  
*Permit: 13116.2*



Report Cover Page

**Selection Criteria:**

- Permit Number: 13116
- Permit Revision: 2
- Report Name: WUP File of Record Report

The information provided is based on the information available at the time of request. The information is believed to be accurate and complete, but is subject to the accuracy and completeness of information submitted to the District by permittees and other sources and is subject to the specific request made. The District does not warrant that the information is suitable for any particular use.

Report Generation Date: September 09, 2024

**Permit #:** 13116.002  
**Permit Dept:** Bartow  
**Permittee Name:** Phc I Property, LLC/Attn: Joe Braddy  
**Address:** 346 E. Central Ave.  
 Winter Haven, FL 33880  
**Phone:** (863) 324-3698  
**Type:** Small General  
**Class:** Ownership Transfer  
**Project Name:** Ford Property  
**Acres:**

**Application Received:** 08/09/2023  
**Issue Date:** 08/15/2023  
**Expire Date:** 01/04/2028

Owned	Controlled	Serviced	Leased	Total
29.70	0.00	0.00	0.00	29.70

**Total Quantities:**

	Avg GPD	Avg Drought GPD	Peak GPD	Max GPD
<b>Requested</b>	Not Specified	Not Specified	Not Specified	Not Specified
<b>Permitted</b>	27,200	37,100	166,000	423,400

**Pred Use Type:** Agricultural  
**WUCA:** Southern Water Use Caution Area  
**Basin:** Peace River  
**County:** Polk

Referencing:		
Township	Range	Section(s)
28	27	22



**Withdrawals:**

<b>District ID #:</b> 1		<b>User ID:</b> 1	
<b>WD Type:</b> Withdrawal of Groundwater		<b>WD Status:</b> Existing	
<b>Predom. Use:</b> Agricultural		<b>Well Use:</b> Irrigation	
<b>Monitor Type:</b>		<b>Site Operation:</b> No Further Info Necessary	
<b>Monitor Use:</b>			

Stand By Qty	Casing Diam	Casing Depth	Total Depth	WD Avg GPD	WD Peak GPD	WD Max GPD	Latitude	Longitude
	6	0	330	27,200	166,000	423,400	28° 02' 00.57"	81° 36' 05.22"

**Use:**

District ID #	Use Type	Predominant Use Type	Use Avg GPD	Drought GPD	Use Peak GPD	Use Max GPD	Use Acreage	Soil Type	IRR Method
1	Cirrus	Agricultural	27,200	37,100	166,000	423,400	26.70	Candler	Low Volume Under Tree Spray (Leaves)/Sun



WUP File of Record Report  
Permit: 13116.1



Report Cover Page

**Selection Criteria:**

- Permit Number: 13116
- Permit Revision: 1
- Report Name: WUP File of Record Report

The information provided is based on the information available at the time of request. The information is believed to be accurate and complete, but is subject to the accuracy and completeness of information submitted to the District by permittees and other sources and is subject to the specific request made. The District does not warrant that the information is suitable for any particular use.

Report Generation Date: August 09, 2023

**Permit #:** 13116.001  
**Permit Dept:** Bartow  
**Permittee Name:** Ph Citrus Llc / Attn.: Tyler Bowen  
**Address:** Post Office Box 1912  
 Winter Haven, FL 33883  
**Phone:** (863) 557-0449  
**Type:** Small General  
**Class:** Letter Modification  
**Project Name:** Ford Property  
**Acres:**

**Application Received:** 08/19/2014  
**Issue Date:** 09/02/2014  
**Expire Date:** 01/04/2028

Owned	Controlled	Serviced	Leased	Total
29.70	0.00	0.00	0.00	29.70

**Total Quantities:**

	Avg GPD	Avg Drought GPD	Peak GPD	Max GPD
<b>Requested</b>	Not Specified	Not Specified	Not Specified	Not Specified
<b>Permitted</b>	27,200	37,100	166,000	423,400

**Pred Use Type:** Agricultural  
**WUCA:** Southern Water Use Caution Area  
**Basin:** Peace River  
**County:** Polk

Referencing:		
Township	Range	Section(s)
28	27	22

**Withdrawals:**

District ID #: 1		User ID: 1		WD Status: Existing		Well Use: Irrigation	
WD Type: Withdrawal of Groundwater		Site Function: Irrigation		Site Operation: No Further Info Necessary			
Predom. Use: Agricultural		Monitor Use:					
Stand By Qty	Casing Diam	Casing Depth	Total Depth	WD Avg GPD	WD Peak GPD	WD Max GPD	Latitude
	6	0	330	27,200	166,000	423,400	28° 02' 00 57"
							Longitude
							81° 36' 05 72"

**Use:**

District ID #	Use Type	Predominant Use Type	Use Avg GPD	Brought GPD	Use Peak GPD	Use Max GPD	Use Acreage	Soil Type	IRR Method
1	Citrus	Agricultural	27,200	37,100	166,000	423,400	26.70	Candler	Low Volume Under Tree Spray (Levits)/Same



# Town of Dundee

## PUBLIC UTILITIES

◆ 202 E. Main Street ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8333

August 28, 2024

Northeast Polk Land Investments, LLC  
Attn: Renne Heath  
346 East Central Avenue  
Winter Haven, FL 33880

Dear Mr. Heath,

The attached correspondence is the WUP transfer letter, for WUP 3818 permitted for 19,000 gallons per day.

Please review and confirm that the information is correct and that no additions or changes need to be made. This will accompany the Town's submittal to Southwest Florida Water Management District (SWFWMD) for transfer of the wells.

If the information is accurate, please return the signed well transfer letter to Tracy Mercer, with the Town of Dundee, at your earliest convenience. If any additions or changes need to be made, please contact Melissa Glogowski at [MGlogowski@townofdundee.com](mailto:MGlogowski@townofdundee.com), so that the changes can be made and a letter resent for signature before sending to SWFMD.

If you have any questions or concerns, please contact us at your earliest convenience.

Thank you,

  
Tracy Mercer  
Public Utilities & Special Projects Director

cc: WUP agreement



April 7, 2023

Tandra S. Davis  
Town Manager  
Town of Dundee  
202 Main St.  
Dundee, FL 33838-1000

Dear Ms. Davis:

As signed below, I am the permittee for the below-listed Southwest Florida Water Management District (SWFWMD) Water Use Permit (WUP). The property associated with this WUP is planned to transition from agricultural use to residential development (i.e. Land Use Transition) and will require the public supply of water provided by the Town of Dundee (Town). As such, the agricultural well(s) associated with the WUP listed below will be abandoned and the WUP will be retired in accordance with Southwest Florida Water Management District (SWFWMD) Rules regarding Mitigation Plus Recovery associated with Land Use Transition (LUT).

It is requested that permitted quantities from this agricultural WUP's be utilized by the Town to help offset the Town's potential well withdrawal impacts associated with its Public Supply WUP.

In accordance with the above, it is agreed that the following WUP's will be permanently retired:

- **WUP number:** 3818
- **Development:** Landings at Lake Trask
- **Permittee Name:** Northeast Polk Land Investments LLC
- **List of all withdrawal points to be retired:** District ID Nos. 1
- Quantities to be retired from each withdrawal point. If only part of the historically used quantities are to be retired, specify what uses are associated with the quantities to be retired:

Withdrawal Point ID:	Permitted Quantity:
• <u>DID No. 1</u>	<u>19,000 gallons/day (annual avg.)</u>
<b><u>Total:</u></b>	<b><u>19,000 gallons/day (annual avg.)</u></b>

As the permittee for the above WUP, which, when retired, will result in an elimination of groundwater quantities from this WUP's withdrawal points. My signature below confirms the following statements:

- It is agreed to permanently retire the historical use indicated for the above WUP.
- The Southwest Florida Water Management District has permission to modify the above WUP to decrease quantities to only those historically used quantities that are not being retired.

Oct. 2, 2023

Tandra S. Davis  
Town Manager  
Town of Dundee  
202 Main St.  
Dundee, FL 33838-1000

Dear Ms. Davis:

As signed below, I am the permittee for the below-listed SWFWMD Water Use Permit (WUP) number. The property associated with this WUP is planned for residential development and will require the public supply of water provided by the Town of Dundee (Town). As such, the one agricultural well associated with this WUP will be abandoned and the WUP will be retired.

It is requested that permitted quantities from this agricultural WUP be transferred to the Town to help offset the Town's additional well withdrawals associated with its public supply WUP.

In accordance with the above, it is agreed that the following WUP will be permanently retired:

- WUP number: 3818
- Permittee Name Northeast Polk Land Investments LLC
- List of all withdrawal points to be retired: DID Nos. 1
- Quantities to be retired from each withdrawal point. If only part of the historically used quantities are to be retired, specify what uses are associated with the quantities to be retired:

Withdrawal Point ID: Permitted Quantity:

• <u>DID No. 1</u>	<u>19,000 gallons/day (annual avg.)</u>
<u>Total:</u>	<u>19,000 gallons/day (annual avg.)</u>

As the permittee for the above WUP, which, when retired, will result in an elimination of groundwater quantities from this WUP's one withdrawal point, my signature below confirms the following statements:

- It is agreed to permanently retire the historical use indicated for the above WUP.
- The Southwest Florida Water Management District has permission to modify the above WUP to decrease quantities to only those historically used quantities that are not being retired.

I, the WUP 3818 permittee, agree that the above information is true and correct.

Northeast Polk Land Investments, LLC  
Permittee/Owner

  
Authorized Signature

10/2/23  
Date

Report Cover Page

**Selection Criteria:**

- Permit Number: 3818
- Permit Revision: 6
- Report Name: WUP File of Record Report

The information provided is based on the information available at the time of request. The information is believed to be accurate and complete, but is subject to the accuracy and completeness of information submitted to the District by permittees and other sources and is subject to the specific request made. The District does not warrant that the information is suitable for any particular use.

**Permit #:** 3818.006  
**Permit Dept:** Bartow  
**Permittee Name:** Northeast Polk Land Investments, LLC / Altm: Albert B. Cassidy  
**Address:** 346 E. Central Ave.  
 Winter Haven, FL 33880  
**Phone:** (863) 324-3698  
**Type:** Small General  
**Class:** Ownership Transfer  
**Project Name:** Rubush Groves Inc.  
**Acres:**

**Application Received:** 06/27/2022  
**Issue Date:** 07/06/2022  
**Expire Date:** 02/09/2036

Owned	Controlled	Serviced	Leased	Total
10.12	0.00	10.12		20.24

**Total Quantities:**

	Avg GPD	Avg Drought GPD	Peak GPD	Max GPD
<b>Requested</b>	19,300	Not Specified	132,400	421,900
<b>Permitted</b>	19,000	25,800	115,700	421,900

**Pred Use Type:** Agricultural  
**WUCA:** Southern Water Use Caution Area  
**Basin:** Peace River  
**County:** Polk

Referencing:		
Township	Range	Section(s)
28	27	22



**Withdrawals:**

<b>District ID #:</b> 1		<b>User ID:</b> 1		<b>WD Status:</b> Existing		<b>Well Use:</b> Irrigation	
<b>WD Type:</b> Withdrawal of Groundwater		<b>Site Function:</b> Irrigation		<b>Site Operation:</b> No Further Info Necessary			
<b>Predom. Use:</b> Agricultural		<b>Monitor Use:</b>					
<b>Monitor Type:</b>							

Stand By Qty	Casing Diam	Casing Depth	Total Depth	WD Avg GPD	WD Peak GPD	WD Max GPD	Latitude	Longitude
	8	0	610	19,000	115,700	421,900	28° 02' 10.43"	81° 35' 57.63"

**Use:**

District ID #	Use Type	Predominant Use Type	Use Avg GPD	Drought GPD	Use Peak GPD	Use Max GPD	Use Acreage	Soil Type	IRR Method
1	Citrus	Agricultural	19,000	25,800	115,700	421,900	18.60	Candler	Low Volume Spray

## **EXHIBIT “C”**

### **CONCURRENCY DEVELOPER'S AGREEMENT**