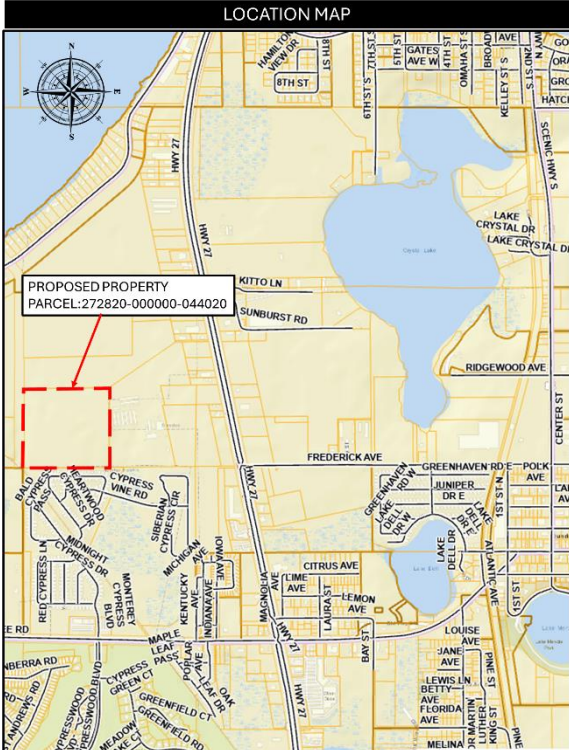



# Town of Dundee

## Town Commission Staff Report

### Cypress Creek Village MHP Phase V

### Zoning Map Amendment

	<b>To:</b> Town Commission
	<b>Agenda Date:</b> July 9, 2024
	<b>Department:</b> Planning and Zoning
	<b>Discussion Topic:</b> Zoning Map Amendment change from Low Density Residential & Conservation to Medium Density Residential.
	<b>Applicant:</b> Bryan Hunter of Hunter Engineering, LLC
	<b>Property Owner:</b> Baxter Groves, a Florida General Partnership
	<b>Planning &amp; Zoning Board Recommendation:</b> Approval 4-0
	<b>Town Commission Transmittal Hearing:</b> 4-0 Approval
	<b>Town Commission Adoption Hearing:</b> Pending Hearing
	<b>DEO Comments:</b> Pending
<b>Prepared By:</b> Lorraine Peterson, Development Director	
	

### **SITE LOCATION**

The proposed site is located on 35.09 +/- acres of land, west of Highway 27, north of Dundee Road, in the Town of Dundee in Section 20, Township 28, Range 27, further described as parcel 27-28-20-000000-044020.

### **BACKGROUND**

The Applicant, Bryan Hunter of Hunter Engineering, LLC is requesting an amendment to the Future Land Use Map for property located in the Town of Dundee. The current FLU is Low Density Residential (LDR) and Conservation with the proposed FLU being Medium Density Residential (MDR) as it would be consistent with the Town of Dundee's FLU districts and compatible with the surrounding land uses.

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**PROPOSED FUTURE LAND USE MAP AMENDMENT**

**Policy 2.4: Medium Density Residential**

The primary function of the Medium Density Residential classification is to accommodate medium density residential development. Permitted uses include duplexes, townhouses, apartments, condominiums, mobile home parks or subdivisions, and single-family houses. The maximum density is 12.0 residential dwelling units per acre.

**Table 1:  
Density/Intensity Information**

	<b>Existing Zoning: RSF-2 &amp; CN (35.09 +/- acres)</b>	<b>Proposed Zoning: RMH-2 (35.09 +/- acres)</b>
Density/Intensity	Moderate- Density Residential: 4.0 DU/acre	Mobile Home Park: 6.6 DU/acre
Density Potential	140 DU	232 DU
Difference	Increase of 246 DU	

**ANALYSIS**

This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

**2.02.02.08. RMH2 mobile home park.**

- (A) *FLUM designation:* Medium-density residential.
- (B) *Purpose:* The purpose of this district is to establish locations suitable for mobile home development on undivided property, along with open space and other amenities for the common use of residents; to designate those uses and activities which are appropriate for and compatible with such areas; and to establish standards and provisions necessary to ensure proper development and public safety in a mobile home park setting.
- (C) *Permitted principal uses and structures:* Mobile home parks.
- (D) *Accessory uses:*
  - 1. Clubhouse, laundry, swimming pool, and other shared facilities for the common use of the residents of the park.

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2. No more than one single-family home, at least 800 square feet in size, for the use of a resident manager.
  3. Carports, porches, and awnings which are physically attached to mobile homes. Such structures shall not exceed a cumulative total of 35 percent of the lot area.
  4. Storage area for boats, recreational vehicles, and other types of vehicles which exceed 30 feet in length. Storage area is for the use of park residents only and shall be fenced and landscaped. Storage of these units shall be prohibited on individual mobile home sites or on park roads.
- (E) *Special exception uses:* Recreational vehicle park, group home, church, public service facilities (see table of land uses).
- (F) *Minimum lot requirements:*
1. *Minimum size for development site:* Five acres, with a width of not less than 150 feet and a depth of not less than 200 feet.
  2. *Minimum size for mobile home site:* 4,000 square feet, with a width of not less than 40 feet.
- (G) *Maximum density:* 6.6 units per acre.
- (H) *Maximum building height:* 35 feet.
- (I) *Minimum floor area:* 800 square feet.
- (J) *Minimum yard requirements:*
1. No mobile home or structure shall be placed less than 50 feet from the front lot line or 30 feet from other lot lines. Where the development site adjoins property with a commercial or industrial zoning designation, the required side and rear setback shall be 15 feet.
  2. Mobile homes and structures shall be placed at least 20 feet from the pavement edge of private park roads.
  3. Mobile homes and freestanding structures serving as common facilities shall be at least 15 feet apart. No carport or other appurtenant structure may be installed on a mobile home less than ten feet from another mobile home or appurtenant structure. This distance shall be measured between the closest points of the units.
- (K) *Other requirements:*
1. *Ownership.* Mobile home parks may not be platted or otherwise divided by fee simple ownership; however, the sale of interests or memberships on a condominium basis is permitted. All facilities, including roads, shall be privately owned or owned in common by residents of the park, and shall not occupy parcels of land which are deeded separately from the rest of the park. The Town of Dundee shall not be

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responsible for maintenance and/or repair of common facilities within a mobile home park.

2. *Parking.* For each mobile home site, two paved off-street parking spaces of ten feet by 20 feet each shall be provided.
3. *Common open space.* An area comprising 20 percent of the development site or five acres, whichever is less, shall be set aside as common open space as defined in article 9.
4. *Nonconformities.* No new mobile homes may be added to an existing mobile home park in an RMH district which does not comply with applicable requirements of this Code. However, previously installed units may be moved and additional property and common facilities may be incorporated into the site if such activities will eliminate nonconforming conditions or reduce the degree of nonconformity. See section 7.07.00.
5. *Site development plan.* No mobile homes, structures or facilities shall be installed or constructed until a site development plan meeting the requirements of section 7.02.00 of this Code has been submitted to and approved by the Town of Dundee. All improvements, regardless of timing or project phasing, shall be substantially consistent with the approved site development plan.

Where an existing mobile home park in an RMH district has no site development plan, such a plan shall be prepared and submitted to the town prior to the addition, improvement, rearrangement or replacement of park facilities or mobile homes.

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### Cypress Creek Village MHP Phase V

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#### Surrounding Uses

Table 1 lists the Zoning Uses (FLU) for the surrounding areas adjacent to the subject site.

**Table 1: Surrounding Uses**

<b>Northwest</b> Polk County Pasture w/ Residential FLU-RL-1 Zoning-	<b>North</b> Dundee Vacant Farmland FLU-VLDR & LDR Zoning-Unassigned & PUD-R	<b>Northeast</b> Dundee Vacant Farmland & Industrial FLU-VLDR & Commercial/Industrial Corridor Zoning-Unassigned & CH
<b>West</b> Polk County Pasture w/Commercial Building FLU-RL-1 Zoning-	<b>Subject Site</b> Vacant Farmland Current FLU-LDR & CN Current Zoning- RSF2/ CN Proposed FLU-MDR Proposed Zoning-RMH-2	<b>East</b> Dundee Nursery & Vacant Farmland FLU-LDR Zoning-Unassigned
<b>Southwest</b> Winter Haven Vacant Land FLU-NR Zoning-AG-1	<b>South</b> Winter Haven Cypress Creek Village FLUM-NSUB Zoning-PUD	<b>Southeast</b> Winter Haven Vacant Farmland FLU-RL & CON Zoning-PUD

*Sources: Polk County Property Appraiser, Polk County Geographical Information System, and site visit by staff*

#### Potable Water and Sanitary Sewer

Potable water and Sanitary sewer lines are not yet located in the area. An interlocal agreement with the city of Winter Haven for potable water and wastewater has been agreed upon, the agreement can be found as an attachment in this staff report.

#### Solid Waste

Dundee transfers solid waste collected in the Town to the Polk County Landfill. As the operators of the landfill, the County plans for capacity for all municipalities in the county, as well as unincorporated areas. Polk County determined that there is sufficient landfill space for the county, including Dundee, to dispose of household garbage for approximately 65 years.

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### Cypress Creek Village MHP Phase V

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#### Roads

Access to the proposed addition will be from within the previously constructed MHP in addition any proposed development will require a full traffic study to determine necessary off-site improvements. Coordination with FDOT is required.

#### Recreation

The Town currently meets the level of service requirement of 4.5 acres per 1,000 residents as established in the Comprehensive Plan. The applicant will be required to provide recreational opportunities per the Land Development Code. The dedication of land for park and recreation services is 0.0116 acres/dwelling unit. The Town Commission may approve a dedication of land, a fee paid in lieu of dedication, or a combination of the two. The Town Commission makes this determination at time of concept plan.

#### Environmental Impacts

According to the Fish and Wildlife Service (FWS), the sand skink (endangered species) is endemic to the sandy ridges of central Florida, occurring in Highlands, Lake, Marion, Orange, Osceola, Polk, and Putnam counties. The proposed site is in an area identified as potential habitat for the Gopher Tortoises, Sand Skinks and threatened species so, if the proposed project continues through to site development plan or subdivision review approval stages, specific environmental studies will be completed, and requirements will be addressed.

#### School Impacts

If necessary, the Polk County School Board will review the proposed project as it continues through the subdivision review and approval stages. Any development will have to address school concurrency issues and any necessary mitigation.

#### **CONSISTENCY WITH THE COMPREHENSIVE PLAN**

The following Town of Dundee Comprehensive Plan policies are relevant to the proposed request. The policy is provided with an analysis of how the request may or may not be consistent with the Town's Comprehensive Plan. The request is consistent with the Comprehensive Plan.

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**Table 2: Consistency with the Comprehensive Plan**

Comprehensive Plan Policy	Analysis
<b>FLU Policy 5.1:</b> Direct higher densities and intensity of use to areas where public facilities and services are available or are projected to be available. Limit the density and intensity of use in areas where public facilities and services are not available.	There is an interlocal agreement with the city of Winter Haven.
<b>FLU Policy 5.2:</b> Ensure that development orders or permits for future development and redevelopment are issued only if the public facilities and services necessary to meet the adopted level of service standards are available concurrent with the impacts of the development as established within all Elements of the Town of Dundee Comprehensive Plan, including the level of service standards listed within the following Elements: 1. Infrastructure Element 2. Transportation Element 3. Capital Improvements Element 4. Public School Facilities Element	The proposed impacts of the potential Future Land Use map amendment can be facilitated. There is an interlocal agreement with the city of Winter Haven for potable water and wastewater.
<b>FLU Policy 6.1:</b> Locate Future Land Uses at densities and intensities that will reduce greenhouse gas emissions while encouraging energy efficiency and will discourage urban sprawl and leap-frog development that unduly depletes the physical, social, and fiscal resources of the Town.	The property is located near an existing residential development.
<b>CIE Policy 2.3:</b> At the time a development permit is issued, adequate facility capacity is available or will be available when needed to serve the development.	Adequate public facilities will be available at the time of final plat approval. There is an interlocal agreement for potable and wastewater with the city of Winter Haven.

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<b>PSFE Policy 2.4.1:</b> Final subdivision and site plan approvals for residential development shall be conditioned upon the availability of adequate school capacity as per the adopted level of service standards (LOS) of this element and as required by Section 163.3180(13) F.S.	The School Board will review any proposed projects for concurrency determination during the subdivision review process.
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**DEVELOPMENT REVIEW COMMITTEE**

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the Future Land Use Map Amendment for Hunter Engineering, LLC with specific regard to the codes and ordinances of the Town of Dundee and have given their approval.

DRC Team:

TOD Fire Chief- Chief Joseph Carbon

TOD Public Works Director-Johnathan Vice

TOD Utilities Director-Tracy Mercer

TOD Utilities Supervisor- Raymond Morales

TOD Development Director-Lorraine Peterson

TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC

TOD Consulting Attorney- Seth Claytor of Boswell & Dunlap, LLP

**MOTION OPTIONS:**

1. I move **approval of Ordinance 24-04**, a request by Bryan Hunter of Hunter Engineering, Inc. to amend the Zoning Map for property located in the Town of Dundee from Moderate-Density Single Family (RSF-2) & Conservation (CN) to Mobile Home Park (RMH-2) on approximately 35.09 +/- acres. The subject property is located north of the Cypress Creek Village MHP, further described as parcel 27-28-20-000000-044020 in Section 23, Township 29, and Range 27.
2. I move **approval with changes of Ordinance 24-04**, a request by Bryan Hunter of Hunter Engineering, Inc. to amend the Zoning Map for property located in the Town of Dundee from Moderate-Density Single Family (RSF-2) & Conservation (CN) to Mobile Home Park (RMH-2) on approximately 35.09 +/- acres. The subject property is located



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north of the Cypress Creek Village MHP, further described as parcel 27-28-20-000000-044020 in Section 23, Township 29, and Range 27.

3. **I move denial of Ordinance 24-04**, a request by Bryan Hunter of Hunter Engineering, Inc. to amend the Future Land Use Map for property located in the Town of Dundee from Moderate-Density Single Family (RSF-2) & Conservation (CN) to Mobile Home Park (RMH-2) on approximately 35.09 +/- acres. The subject property is located north of the Cypress Creek Village MHP, further described as parcel 27-28-20-000000-044020 in Section 23, Township 29, and Range 27.

Attachments: Legal Descriptions

Location Map

Existing Future Land Use Map

Proposed Future Land Use Map

Town of Dundee and Winter Haven Interlocal Agreement

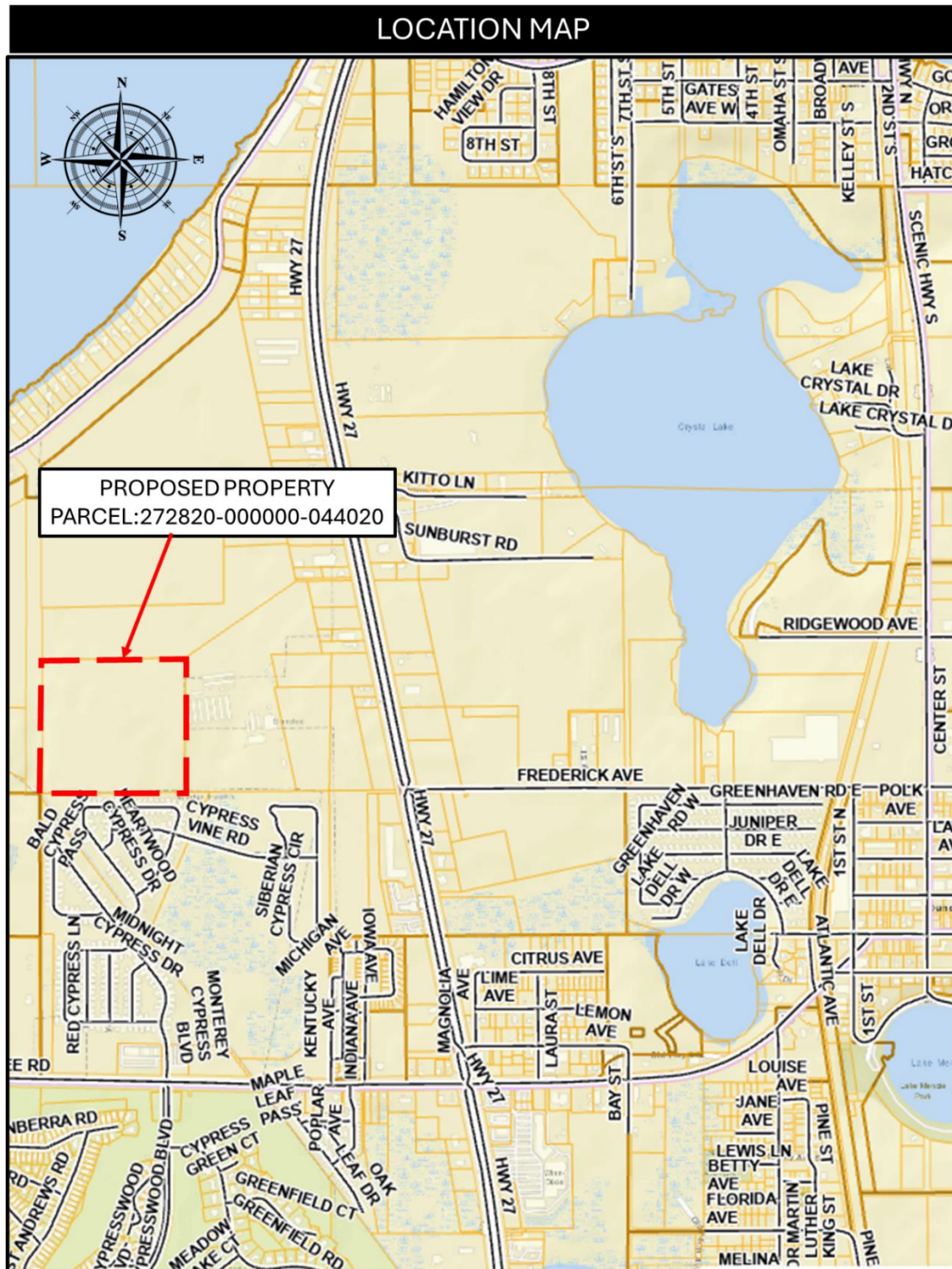
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BAXTER GROVES LEGAL DESCRIPTION

THE SW ¼ OF THE SW ¼ OF SECTION 20, TOWNSHIP 28 SOUTH, RANGE 27 EAST, LESS AND EXCEPT THE NORTH 128 FT. THEREOF; AND SUBJECT TO RIGHT OF WAY OF THE PEACE RIVER VALLEY DRAINAGE CANAL ALONG THE WESTERLY SIDE THEREOF.

Legal Description

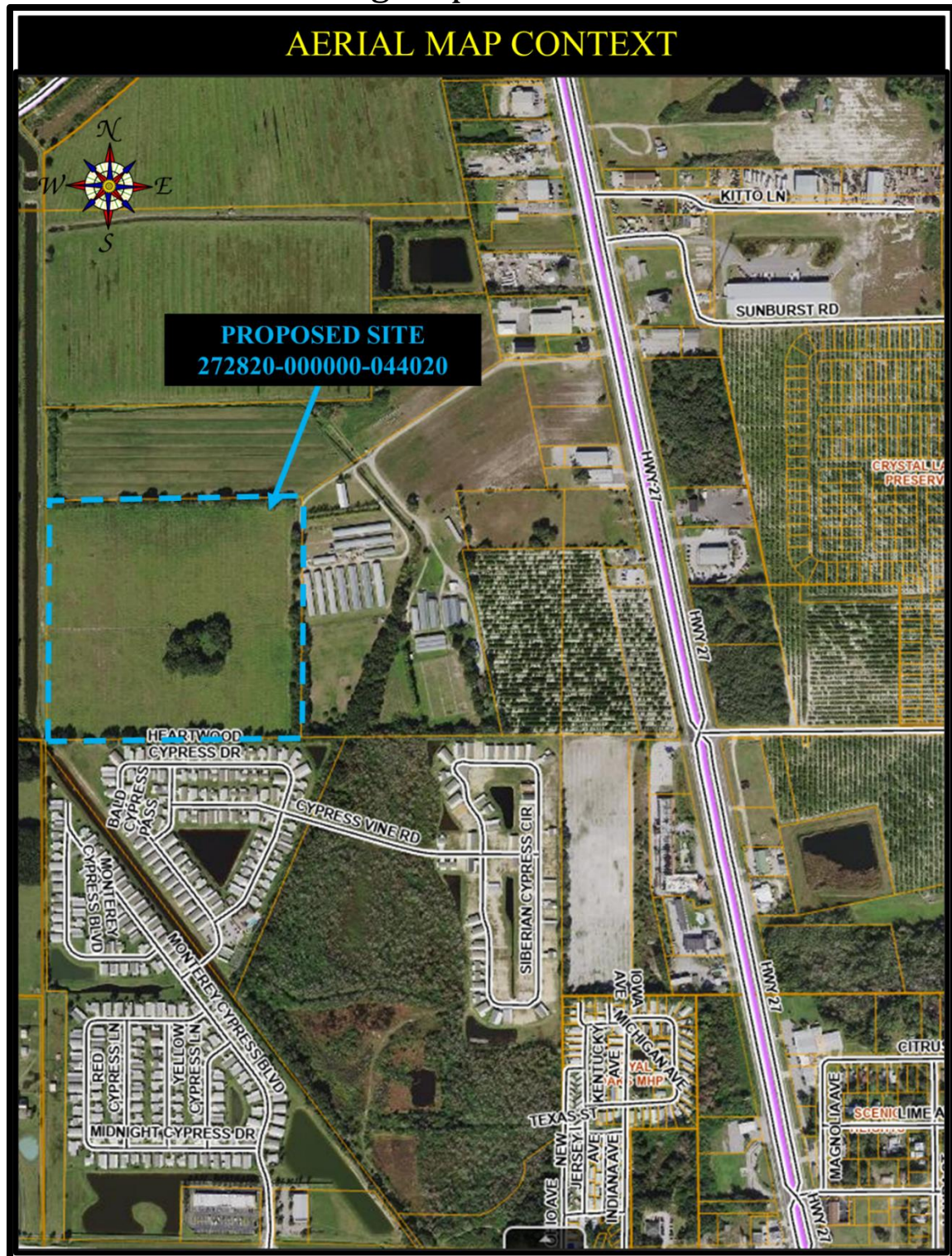
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Location Map



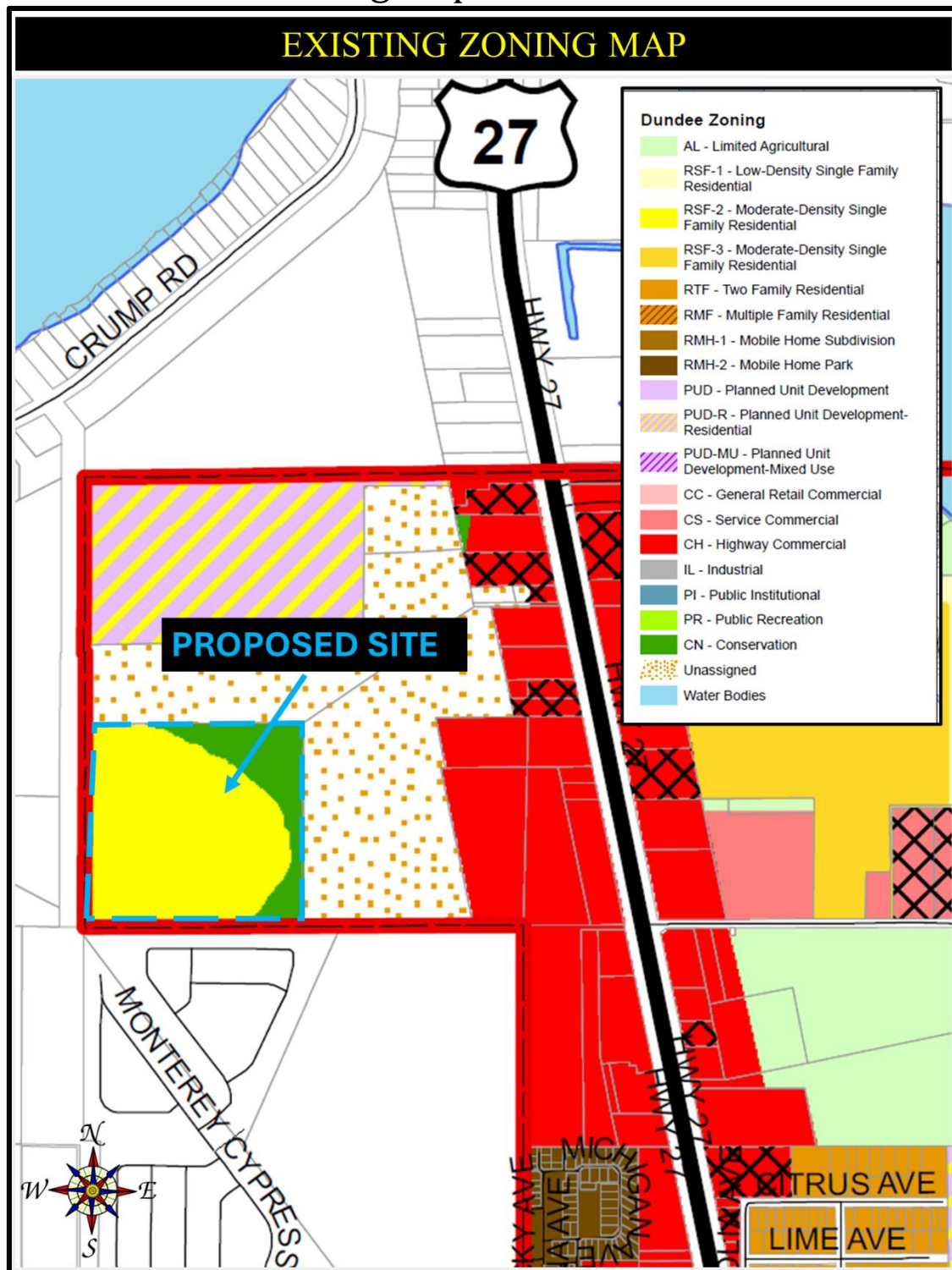
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Aerial Map Context

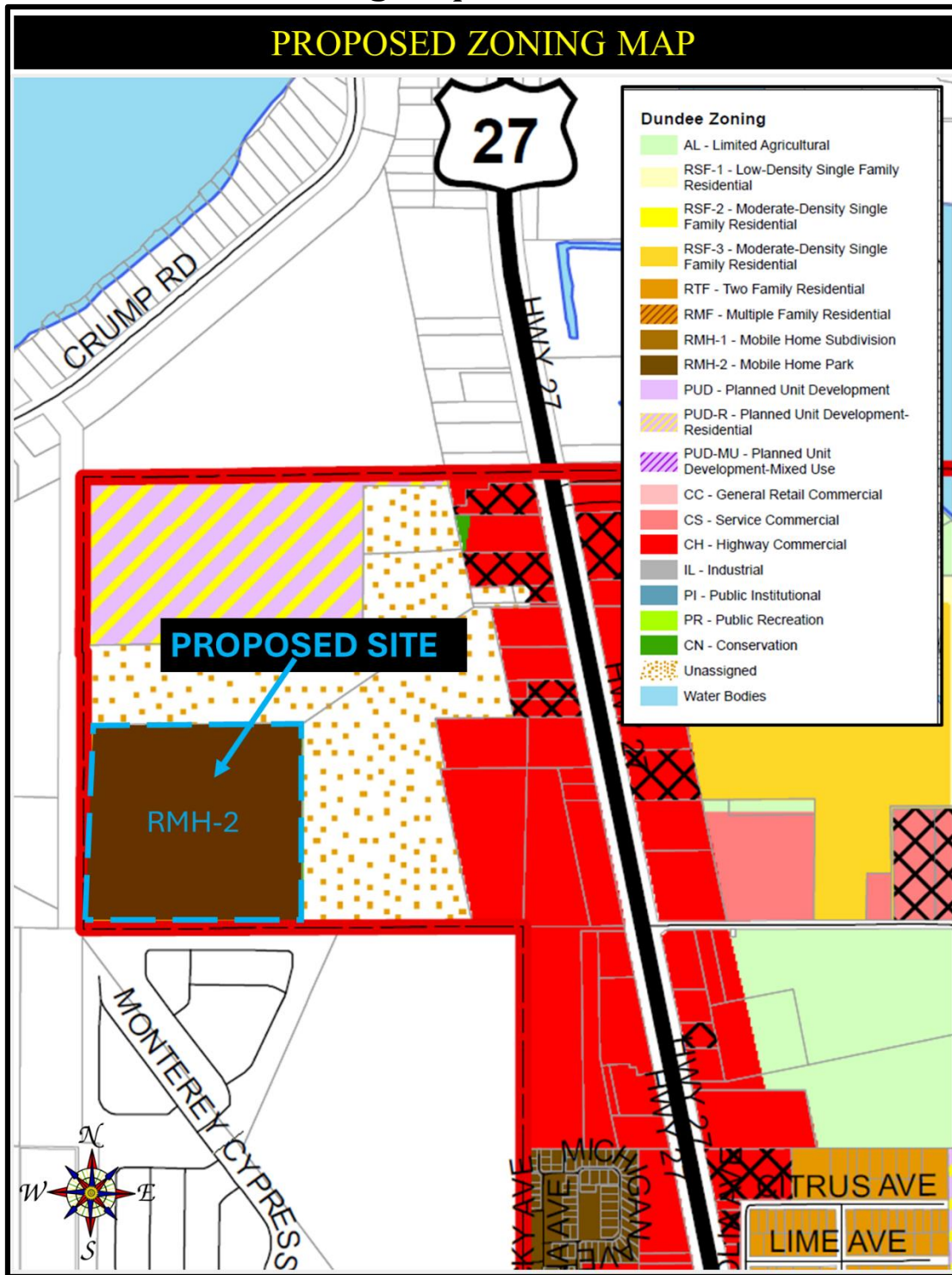


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Existing FLUM Map

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# Proposed Future Land Use Map

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**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 \_\_\_\_ day of \_\_\_\_, 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 of Dundee

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### Cypress Creek Village MHP Phase V

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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 reclaim 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 reclaim 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

## Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP



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### Cypress Creek Village MHP Phase V

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**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,

# Town of Dundee

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### Cypress Creek Village MHP Phase V

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and reclaim 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 reclaim 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; and

**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 how municipal potable water and wastewater utility service(s) for the proposed *Cypress Creek Village Phase 5* will be provided.

1. **Incorporation of Recitals**. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the 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. **Definitions**. Term(s) used in this Agreement shall possess the meanings,

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### Cypress Creek Village MHP Phase V

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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 reclaim 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.

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#### **4. Operation and Maintenance of Facilities.**

Unless otherwise agreed to by the Municipalities, the utility facilities for potable water, wastewater, and reclaim 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

# Town of Dundee

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### Cypress Creek Village MHP Phase V

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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 reclaim 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.

# Town of Dundee

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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 reclaim 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. **Service Not Required**. 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

# Town of Dundee

## Town Commission Staff Report

### Cypress Creek Village MHP Phase V

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

9. **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, Esquire  
    Special Counsel for Town  
    Town of Dundee

## Town of Dundee and Winter Haven Interlocal Agreement for

## Cypress Creek MHP

Town of Dundee  
Town Commission Staff Report  
Cypress Creek Village MHP Phase V  
Zoning Map Amendment

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.

16. **Indemnification.**

16.1 Neither party hereto waives sovereign immunity except that consistent



# Town of Dundee

## Town Commission Staff Report

### Cypress Creek Village MHP Phase V

### Zoning Map Amendment

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, and 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 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.

Town of Dundee  
Town Commission Staff Report  
Cypress Creek Village MHP Phase V  
Zoning Map Amendment

21. Duty to Cooperate and Act in Good Faith. 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.]*

**Town of Dundee  
Town Commission Staff Report  
Cypress Creek Village MHP Phase V  
Zoning Map Amendment**

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

**CITY OF WINTER HAVEN**

By: \_\_\_\_\_  
Nathaniel J. Birdsong, Jr., Mayor

ATTEST:

By: \_\_\_\_\_  
Vanessa Castillo, MMC, City Clerk

LEGAL IN FORM AND VALID IF  
ENACTED

By: \_\_\_\_\_  
Frederick J. Murphy, Jr.  
City Attorney

**TOWN OF DUNDEE**

By: \_\_\_\_\_  
Samuel Pennant, Mayor

ATTEST:

By: \_\_\_\_\_  
Trevor Douthat, Town Clerk

LEGAL IN FORM AND VALID IF  
ENACTED

By: \_\_\_\_\_  
Albert C. Galloway, Jr.  
Special Counsel

# Town of Dundee

## Town Commission Staff Report

### Cypress Creek Village MHP Phase V

### Zoning Map Amendment

EXHIBIT A

WARRANTY DEED

3068 0278  
 POLK OFF. REC. PAGE

THIS WARRANTY DEED is made this 17<sup>th</sup> day 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.

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:

<p>✓ <u>[Signature]</u>          Name <u>JOYCE F. P. JOHNSON</u></p> <p>✓ <u>[Signature]</u>          Name <u>W. Arthur Johnson</u></p> <p>STATE OF FLORIDA          COUNTY OF POLK</p>	<p>✓ <u>[Signature]</u>          DANA F. BAXTER          Address: <u>4511 Pineland Ct.</u>  <u>Winter Haven, Florida</u></p> <p>Documentary Tax Pd. \$ <u>1710.00</u>          Intangible Tax Pd. \$ <u>0-</u>          E. D. "Bud" Dixon, Clerk, Polk Co.          By: <u>[Signature]</u> Deputy Clerk</p>
---	---

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

Town of Dundee and Winter Haven Interlocal Agreement for  
Cypress Creek MHP **Exhibit A**

# Town of Dundee Town Commission Staff Report Cypress Creek Village MHP Phase V Zoning Map Amendment

[Skip to main content](#)  
[Home Page » Return To Search Results](#)

[Change Browser Language](#)

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

[TAX EST](#)
[PRT CALC](#)
[PRC](#)
[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 / Taxing District **DUNDEE/SWFWMD (Code: 90460)**

Neighborhood **140990.00**  
[Show Recent Sales in this Neighborhood](#)

Subdivision **NOT IN SUBDIVISION**

Property (DOR) Use Code **Unplatted tracts 30 to 59.99 acres (Code: 9925)**


Acreage **35.09**

[Community Redevelopment Area](#) **NOT IN CRA**

**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 tab)

---

**Linked Tangible Personal Property Accounts**

[Linked Accounts](#) [Link](#)

**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.

**1** TPP Account(s)

## Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit A**

# Town of Dundee

## Town Commission Staff Report

### Cypress Creek Village MHP Phase V

### Zoning Map Amendment

[List of Accounts](#)

#### 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
<a href="#">3068/0278</a>	02/1992	W	V		\$285,000
<a href="#">1251/0950</a>	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.

Code	Bld. #	Description	% Ownership	Renew Cd	Year	Name	Note	Value
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, <b>YOU MUST NOTIFY THIS OFFICE</b> . 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. <b>Improperly claiming any exemption could result in a lien against your property.</b> If you would like to receive a notice of renewal electronically, please send us an email at <a href="mailto:paoffice@polk-county.net">paoffice@polk-county.net</a> 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

\* 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
Building Value	\$0

## Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit A**



# Town of Dundee

## Town Commission Staff Report

### Cypress Creek Village MHP Phase V

### Zoning Map Amendment

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
		<b>Assessed Taxes:</b>	<b>\$111.93</b>	<b>Tax Savings:</b>	<b>\$0.00</b>	<b>Total Taxes:</b>	<b>\$111.93</b>

#### Non-Ad Valorem Assessments (2023)

LN	Code	Desc	Units	Rate	Assessment
1	ST460	DUNDEE STORMWATER UTILITY	1.00	34.50	\$34.50
<b>Total Assessments</b>					<b>\$34.50</b>

#### 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
<b>Total Taxes</b>	<b>\$147.21</b>	<b>\$146.43</b>

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.

#### Prior Year Final Values

Town of Dundee and Winter Haven Interlocal Agreement for  
Cypress Creek MHP **Exhibit A**

# Town of Dundee

## Town Commission Staff Report

### Cypress Creek Village MHP Phase V

### Zoning Map Amendment

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.

#### 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

## Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit A**



**EXHIBIT B**

**FREDERICK J. MURPHY, JR.**  
BOSWELL & DUNLAP LLP  
P.O. DRAWER 30  
BARTOW, FL 33831-0030  
*office box*

ORDINANCE NO.: 04-101

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.

Page 33 of 45

Town of Dundee  
Town Commission Staff Report  
Cypress Creek Village MHP Phase V  
Zoning Map Amendment

Ordinance 04-101  
Page Two

2. All ordinances in conflict herewith are hereby repealed.
3. 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.
4. 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 Kito

ATTEST:

  
\_\_\_\_\_  
TOWN CLERK - Emily Chait

Approved as to form:

  
\_\_\_\_\_  
TOWN ATTORNEY - Frederick J. Murphy, Jr.

Town of Dundee and Winter Haven Interlocal Agreement for  
Cypress Creek MHP **Exhibit B**

Town of Dundee  
Town Commission Staff Report  
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Ordinance No. 04-101

**EXHIBIT "A"**

Page 1 of 2

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

272820000000044020

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 along 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; thence South 89°37'13" West, along the South line of said Section 20, a distance of 1278.52 feet to the POINT OF BEGINNING.

Containing 35.25 acres.

Town of Dundee and Winter Haven Interlocal Agreement for  
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Ordinance No. 04-101

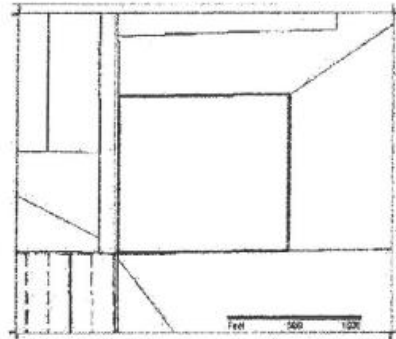
**EXHIBIT "A"**

Page 2 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




Town of Dundee and Winter Haven Interlocal Agreement for  
Cypress Creek MHP **Exhibit B**

# Town of Dundee

## Town Commission Staff Report

### Cypress Creek Village MHP Phase V

### Zoning Map Amendment



### Town of Dundee

201 Carter Street PO Box 1000 Dundee, Florida 33525 (863) 419-3114 Fax (863) 419-3166 Dundee 016-3960

#### 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 Groves  
Mailing Address: 120 Selva Vie, Winter Haven 33884 Phone: (863) 294-7411  
Name of Representative, if applicable: Beard Knapp Development, LLC  
Mailing Address: 4500 US Hwy 92 E, St #1030 Lakeland 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 Residents on Site: 0  
Assessed Property Value: \$57,300 Taxable Value: \$57,300  
Legal Description of the Property: See Attached Deed  
Section: 20 Township: 28 Range: 27  
Subdivision: 000000  
Parcel I.D.#: 044020

#### Planning and Zoning Information

Present County Future Land Use Designation: \_\_\_\_\_  
Requested City Zoning Classification: PDD  
Requested City Future Land Use Designation: MS2 M-C

Note: Unless specific land use and zoning designations are requested, the City will assign designations which most closely conform with the actual use of the property or with designations of surrounding properties. An application fee will be assessed only on requests for land use and zoning changes which result in an increase in land use or zoning intensity over that allowed under the County designations. (You will need to fill out separate applications for land use/zoning requests.)

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_  
Hearing Date: \_\_\_\_\_ File Number: \_\_\_\_\_

Town of Dundee and Winter Haven Interlocal Agreement for  
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<p>Town of Dundee page 2</p>	<p>Annexation Application</p>
----------------------------------	-------------------------------

OWNER'S SIGNATURE PAGE

(I) (We), \_\_\_\_\_ being  
duly sworn, depose and say that (I) (we) own one or more of the properties involved in this  
petition and that (I) (we) authorize the Town of Dundee to process this petition for annexation  
into the Town, in accordance with all adopted Town rules and regulations, and in conformance  
with State law.

Further (I) (we) or any agent or lessee of the subject property authorized by (me) (us) to file this  
petition, depose and say that the statements and answers contained in the application for  
annexation, and any information attached thereto, present the arguments in behalf of this  
petition to the best of (my) (our) ability; and that the statements and information referred to  
above are in all respects true and correct to the best of (my) (our) knowledge and belief.

OWNERS


<p><u>Baxter Groves</u> <u>Dana F. Baxter Jr.</u> - Gen. Partner Signature of Owner <u>Dana F. Baxter Jr.</u> Printed Name of Owner</p>	<p>_____ Signature of Owner _____ Printed Name of Owner</p>
<p>_____ Signature of Owner _____ Printed Name of Owner</p>	<p>_____ Signature of Owner _____ Printed Name of Owner</p>

<p>STATE OF FLORIDA COUNTY OF POLK</p> <p>The foregoing instrument was acknowledged before me this <u>2nd</u> day of <u>July</u> 2004 by <u>Dana F. Baxter Jr.</u> who is personally known to me or who has produced a driver's license as identification and who did not take an oath.</p> <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;"><p>JANET G. SHETLER 19 COMMISSIONER COMES, October 26, 2008 I understand the duties of my office.</p></div> <p>(PLS-6-8000)</p>	<p style="text-align: center;"><u>OWNER'S NOTARIZATION</u></p> <p><u>Janet G. Shetler</u> Notary Public Notarial Seal and Commission Expiration Date</p>
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Town of Dundee and Winter Haven Interlocal Agreement for  
Cypress Creek MHP **Exhibit B**

Town of Dundee  
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<u>Town of Dundee</u>	<u>Annexation Application</u>
page 3	
 <u>AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE</u>	
(I) (We), <u>Randall L. Knapp, Managing Member</u> being duly sworn, depose and say that I (we) serve as <u>Agent</u> for the owner(s) <span style="margin-left: 300px;">(agent or lessee)</span> in making this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this capacity.	
Further, I (we) depose and say that the statements and answers herein contained and other information attached hereto present the arguments in behalf of the petition herein requested to the best of (my) (our) ability and that the statements and information above referred to are in all respects true and correct to the best of (my) (our) knowledge and belief.	
 <u>AGENT, LESSEE, OR BUYER(S)</u>	
<u>Randall L. Knapp, Managing Member</u> Signature of Agent, Lessee, or Buyer(s)	_____ Signature of Agent, Lessee, or Buyer(s)
<u>Randall L. Knapp, Managing Member</u> Printed Name of Agent, Lessee, or Buyer(s)	_____ Printed Name of Agent, Lessee, or Buyer(s)
_____ Signature of Agent, Lessee, or Buyer(s)	_____ Signature of Agent, Lessee, or Buyer(s)
_____ Printed Name of Agent, Lessee, or Buyer(s)	_____ Printed Name of Agent, Lessee, or Buyer(s)
 <u>AGENT, LESSEE, OR BUYER(S) NOTARIZATION</u>	
STATE OF FLORIDA COUNTY OF POLK	
The foregoing instrument was acknowledged before me this <u>21</u> day of <u>July</u> 20 <u>09</u> , by <u>Randall L. Knapp</u> , who is personally known to me or who has produced a driver's license as identification and who did not take an oath.	
<u>Janet D. Shetter</u> Notary Public Notarial Seal and Commission Expiration Date	
	

Town of Dundee and Winter Haven Interlocal Agreement for  
Cypress Creek MHP **Exhibit B**

Town of Dundee  
Town Commission Staff Report  
Cypress Creek Village MHP Phase V  
Zoning Map Amendment

Please Return To:  
Town Clerk  
Town Hall - Town of Dundee  
100 Centar Street  
Post Office Box 1005  
Dundee, Florida 33828

Space For Recording

**CERTIFICATION OF OWNERSHIP AND CONSENT  
TO ANNEXATION**

(I) (We), \_\_\_\_\_, hereby certify  
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 duly 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, heirs, and assigns.

If (I am) (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.

Gentry Groves  
Dana F. Carter - General Mgr.  
By: Dana F. Carter Jr.  
Printed Name of Owner

SWORN AND SUBSCRIBED before me, the undersigned authority, by  
Dana F. Carter Jr. who is personally known to me, \_\_\_\_\_ who has  
produced a drivers license, DL# \_\_\_\_\_ as identification.

Janet D. Shetler  
NOTARY PUBLIC, STATE OF FLORIDA

My Comm. Expires SEP 15, 2005  
JANET D. SHETLER  
NOTARY PUBLIC, STATE OF FLORIDA

Town of Dundee and Winter Haven Interlocal Agreement for  
Cypress Creek MHP **Exhibit B**



# Town of Dundee Town Commission Staff Report Cypress Creek Village MHP Phase V Zoning Map Amendment

020569 H&H/27/ PM 9-16  
 This instrument was prepared based on information and a legal description furnished by the parties and no title information was requested or taken.

020569 H&H/27/ PM 9-16  
 710.00

3069 0278  
 P&L OFF. REC. PAGE

**WARRANTY DEED**  
 THIS WARRANTY DEED is made this 17<sup>th</sup> day of February, 1992, by DANA F. SARKIS (the "Grantor"), to SARKIS GROVES, a Florida general partnership, the address of which is P. O. Box 1479, 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 SE-1/4 of SW-1/4 of Section 10, Township 28 South, Range 21 East, LBS AND EXCEPT the North 1/2 Section thereof; and subject to A/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.  
 Witnesses:  
 Dana F. Sarkis  
 Dana F. Sarkis  
 Address: 4711 Highland Ct  
 Winter Haven, FL 33882  
 Documentary Tax P. \$170.00  
 Manalapan Tax P. \$ 0.00  
 E. O. 12812 Polk County, Fla. Co.  
 By: [Signature] Deputy Clerk  
 The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of February, 1992, by DANA F. SARKIS, who is personally known to me or has produced to me as identification and did take an oath.  
 My Commission Expires:  
 This instrument prepared by:  
 Tracy M. Wilcox, Esq.  
 P. O. Boxer 7608  
 Winter Haven, FL 33882  
 [Seal of Polk County, Florida]  
 [Seal of Manalapan, Florida]  
 [Seal of Polk County, Florida]  
 [Seal of Manalapan, Florida]

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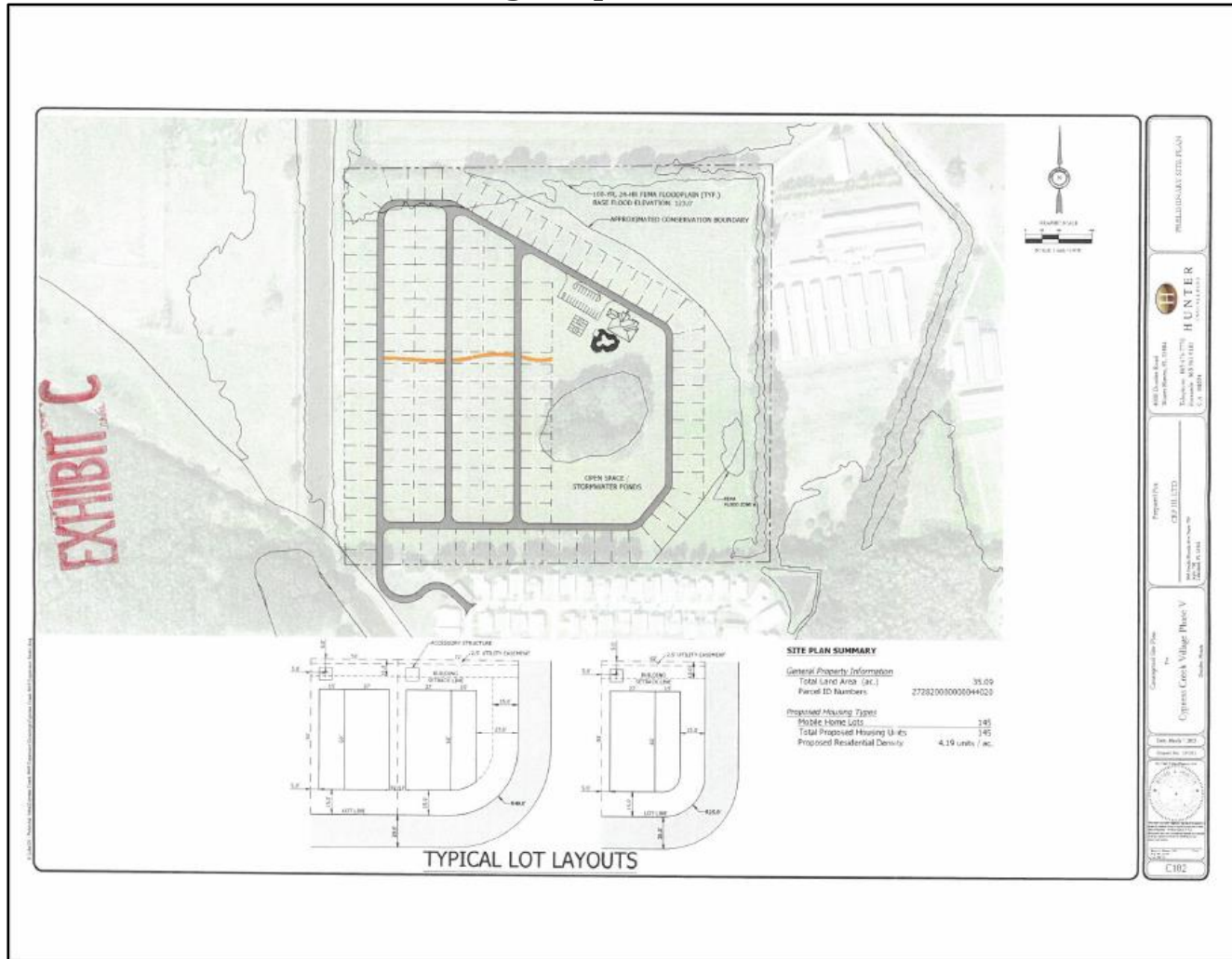
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Town of Dundee and Winter Haven Interlocal Agreement for  
Cypress Creek MHP **Exhibit B**

# Town of Dundee Town Commission Staff Report Cypress Creek Village MHP Phase V Zoning Map Amendment

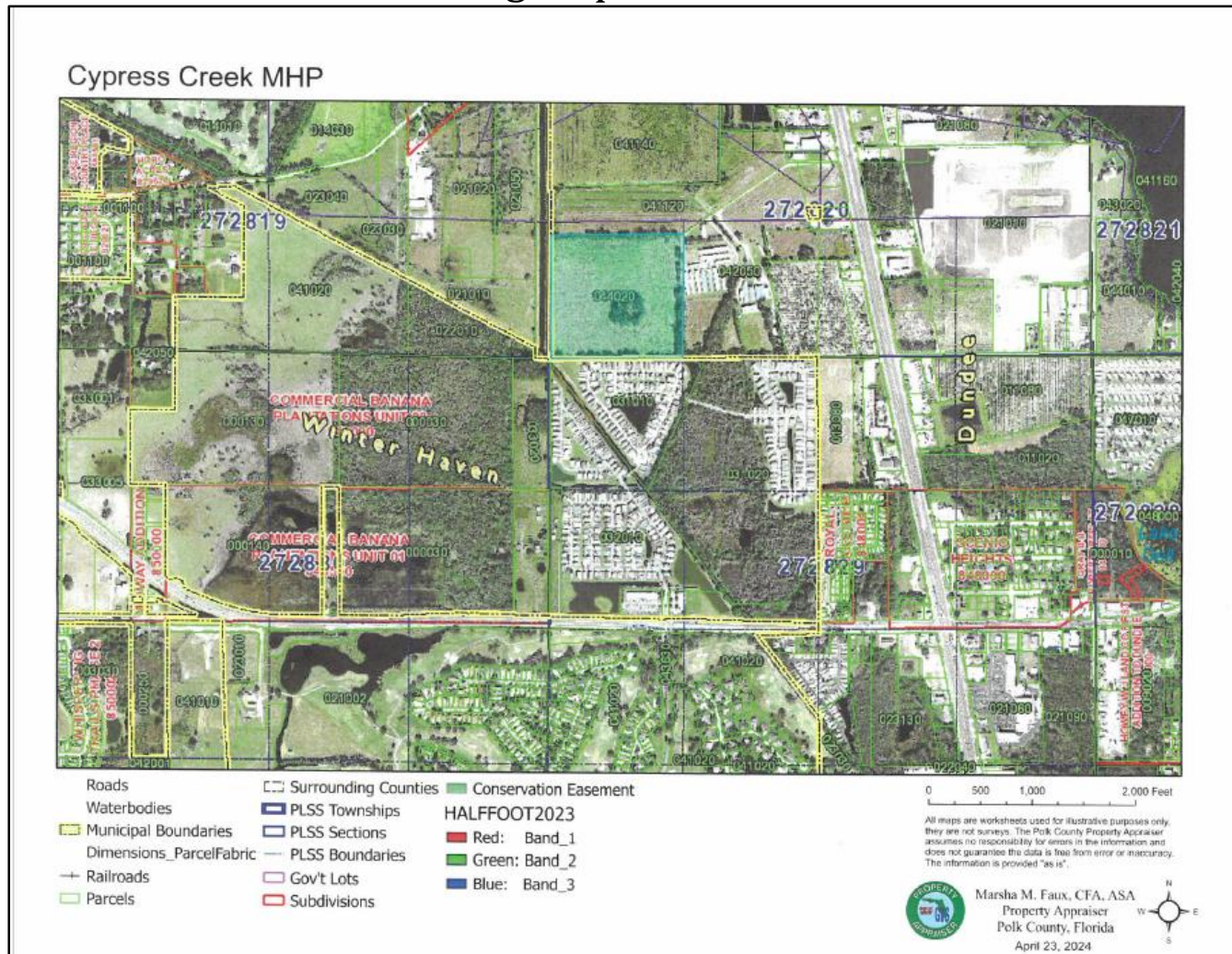
Polk County Property Appraiser, Property Information Card									
Parcel ID: 47829040000044030 Owner: BAXTER, JERRY Multi-Owner(s): Mailing Address: 110 DUNN WAY WINTER HAVEN 33884 3651 Site Address:		<b>Value Information</b> Land Value: \$172,000.00 Bldg. Value: \$0.00 Misc. Item(s) Value: \$0.00 Total Just Value (Market): \$172,000.00 Assessed Value: \$57,396.00 Exempt Value: \$0.00 Taxable Value: \$57,396.00  <b>General Property Information</b> Neighborhood #: 140990 Subdivision #: 000000 Subdivision Name: 2009 2N SUBDIVISION Land Use Code (LUC): 650A LUC Description: CITRUS W/IRRIG. Legal Description: 2014 OF 2017 LOTS 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 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# Town of Dundee Town Commission Staff Report Cypress Creek Village MHP Phase V Zoning Map Amendment



Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit C**

# Town of Dundee Town Commission Staff Report Cypress Creek Village MHP Phase V Zoning Map Amendment



Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit C**



Town of Dundee  
Town Commission Staff Report  
Cypress Creek Village MHP Phase V  
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Town of Dundee and Winter Haven Interlocal Agreement for Cypress Creek MHP **Exhibit C**