

January 24, 2008
GAI Proj. No. A070144.00

RECEIVED-FPSC
08 JAN 28 AM 10:21
COMMISSION
CLERK

Ms. Blanca Bayó, Director
Division of Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Subject: City of Lake Wales Utility Service Area

080000

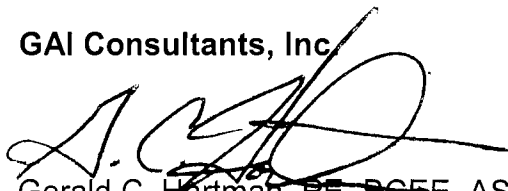
Dear Ms. Bayó:

This letter provides notice to the FPSC of the location of the exclusive service area for central water and wastewater of the City of Lake Wales formed by interlocal agreements. We have attached the service area delineation as Attachment 1, the Lake Wales/Winter Haven agreement, as well as the Lake Wales/Dundee agreement as Attachments 2 and 3. At the present time we are in the process of entering into an agreement with Polk County also documenting their small service area. We will forward a copy of the agreement with Polk County to you once it is executed.

We would appreciate recognition and acknowledgement of the City of Lake Wales exclusive utility service area pursuant to the agreements between the appropriate governmental units. We request standing and notice concerning any water and/or wastewater utility development within our delineated and exclusive service area.

Very truly yours,

GAI Consultants, Inc.



Gerald C. Hartman, PE, BCEE, ASA
City Engineer
Vice President

GCH/jev/A070144.00/corresp/Bayó-FPSC

Attachments

Cc: Tony Otte, City Manager
Judy Delmar, Assistant City Manager
Margaret Swanson, Planning and Zoning Director
Ray Creel, Public Works Director
Johnnie Windsor, Utilities Director

DOCUMENT NUMBER-DATE

00671 JAN 28 08

FPSC-COMMISSION CLERK

Attachment 1
City of Lake Wales Exclusive Service Area Map

DOCUMENT NUMBER - DATE

00671 JAN28 8

FPSC-COMMISSION CLERK

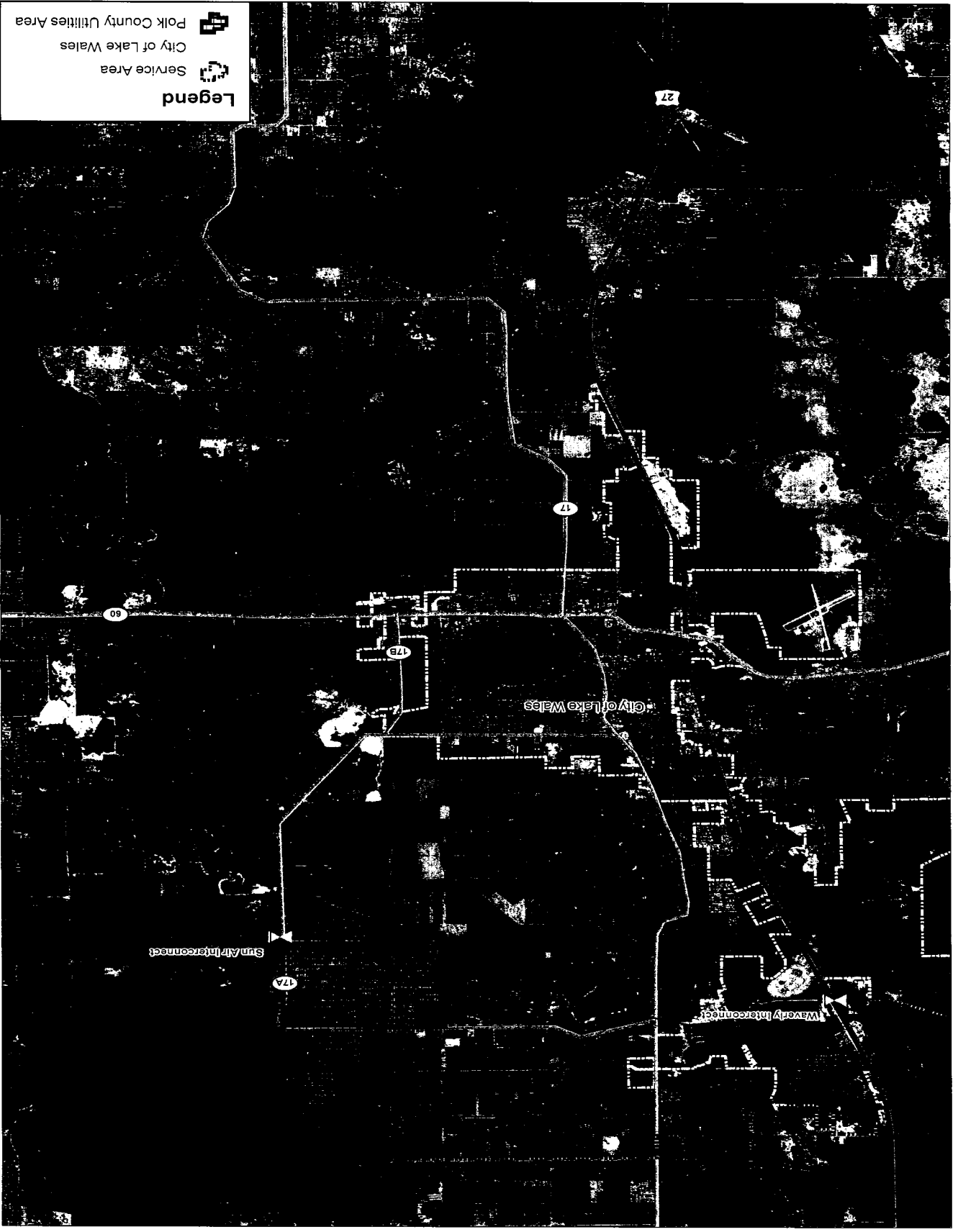
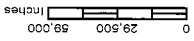
EXHIBIT
A

UTILITIES AREA
CITY OF LAKE WALES
POLK COUNTY, FLORIDA

gal consultants



ORLANDO OFFICE
301 E. Pine Street - Suite 1020
Orlando, Florida 32801-2724
P 407-423-8398 - F 407-843-1070



Legend

- Service Area
- City of Lake Wales
- Polk County Utilities Area

Florida Professional Surveyor License No. 18318 and County Surveyor License

Attachment 2
Lake Wales/Winter Haven Agreement

DOCUMENT NUMBER-DATE
00671 JAN 28 8
FPSC-COMMISSION CLEAR

*e-mail
to all*

FILED
2007 MAY 18 PM 12: 01
CIRCUIT COURT CIVIL DEPT.
POLK COUNTY CLERK

IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT IN AND
FOR POLK COUNTY, FLORIDA

Case No. 2007CA-001738-0000-00
Section 11

CITY OF LAKE WALES,
a Florida municipal corporation,

Plaintiff,

v.

CITY OF WINTER HAVEN, a Florida municipal
corporation, and BFR DEVELOPMENT, LLC, a
Florida limited liability corporation

Defendants.

*Dean
ao
|*

**AGREED ORDER APPROVING STIPULATED SETTLEMENT AGREEMENT AND
DISMISSING ACTION WITH PREJUDICE**

THIS CAUSE having come before the Court on the Unopposed Joint Motion for Entry of Order Approving Stipulated Settlement Agreement and Dismissing Action With Prejudice (the "Motion") and the Court, having considered the Motion and the pleadings and papers constituting the record in this matter to include the Stipulated Settlement Agreement (the "Agreement"), and being otherwise fully advised in the premises, it is thereupon;

CONSIDERED, ORDERED AND ADJUDGED as follows:

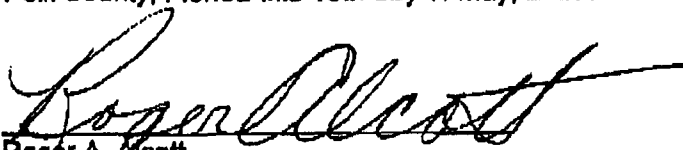
1. The Motion is hereby **GRANTED**.
2. The Agreement is declared to be a judicially enforceable interlocal agreement under the provisions of Section 163.01, *Florida Statutes*, (the "Florida

Interlocal Cooperation Act of 1969"); a judicially enforceable joint planning agreement entered under the provisions of Part II, Chapter 163, *Florida Statutes*; as well as a judicially enforceable agreement entered under the home rule powers of the parties as set forth in Article VIII of the *Constitution of the State of Florida* and Chapter 166, *Florida Statutes*; and the Agreement is hereby adopted as an order of this Court.

3. This action is hereby dismissed with prejudice, with all Parties to bear their own attorneys' fees and costs.

4. Notwithstanding the dismissal of this action with prejudice, the Court retains jurisdiction to enforce the Agreement.

DONE AND ORDERED at Polk County, Florida this 18th day of May, 2007.


Roger A. Alcott
Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by facsimile and regular U.S. Mail this 18th day of May, 2007, to Albert C. Galloway, Jr., Esquire, Post Office Box 3339, Lake Wales, Florida 33859-3339, Robert A. Young, Gibson & Valenti, 212 East Stuart Avenue, Lake Wales, FL 33853, and Frederick J. Murphy, Jr., Esquire, P.O. Drawer 30, Bartow, Florida 33831, Thomas A. Cloud, Esquire, Tracy A. Marshall, Esquire, GrayRobinson, P.A., 301 E. Pine Street, Suite 1400, Orlando, FL 32801, Neal L. O'Toole, Esquire, Lilly, O'Toole & Brown, LLP, Post Office Box 50, Bartow, Florida 33831-0050.


Judicial Assistant

FILED - GENERAL
POLK COUNTY CLERK
CIRCUIT COURT
2007 MAY 18 PM 12:07

EXHIBIT "A"

IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT IN AND
FOR POLK COUNTY, FLORIDA

Case No. 2007CA-001738-0000-00
Section 11

CITY OF LAKE WALES,
a Florida municipal corporation,

Plaintiff,

v.

CITY OF WINTER HAVEN, a Florida municipal
corporation, and BFR DEVELOPMENT, LLC, a
Florida limited liability corporation

Defendants.

STIPULATED SETTLEMENT AGREEMENT

This Stipulated Settlement Agreement ("Agreement") is made and entered into this 15th day of MAY, 2007, by and among CITY OF LAKE WALES, a municipal corporation of the State of Florida ("LAKE WALES"), CITY OF WINTER HAVEN, a municipal corporation of the State of Florida ("WINTER HAVEN"), and BFR DEVELOPMENT, LLC, a Florida limited liability corporation ("BFR"). LAKE WALES, WINTER HAVEN, and BFR shall hereafter collectively be referred to as the "Parties."

RECITALS

1. LAKE WALES and WINTER HAVEN have raised disputes over who should provide water and wastewater service in portions of Polk County, Florida.
2. Proceedings under Chapter 164, *Florida Statutes*, were initiated and the Parties met in March and April of 2007 to resolve their disputes.
3. Previously, LAKE WALES and WINTER HAVEN entered into a Water and Wastewater Intergovernmental Service Area Agreement dated April 13, 1999 and

recorded in Official Records Book 4328, Page 2191 through 2200, Public Records of Polk County, Florida (the "Territorial Agreement").

4. LAKE WALES filed a complaint against WINTER HAVEN on or about April 2, 2007, in the above-captioned action (the "Action"), in which BFR was granted intervenor status as a full party on April 5, 2007.

5. The Parties met to resolve this dispute on several occasions and have reduced to writing their agreement in this document.

6. Park Water Company and any other investor-owned/private-owned or other utility any portion of which is on the Lake Wales side of the Boundary Line and Annexation Line on the date of execution of this Agreement, would be served or acquired by LAKE WALES, if at all, and Winter Haven shall not attempt to acquire or serve Park Water Company or any other utility east of the Boundary.

7. The governmental signatories to this Agreement wish to create a mutually binding agreement which cannot be abrogated during its term by future commissions, councils, or boards.

8. The City of Winter Haven and the City of Lake Wales wish this Settlement Agreement to supersede Sections 2(b), 2(c), 4, 5, 6, 7 & 8 of the Territorial Agreement as between the Parties to this Agreement. The City of Winter Haven and the City of Lake Wales wish this Settlement Agreement to amend 2(d) of the Territorial Agreement as between the Parties to this Agreement, as to portions in conflict and additional territories in the map provided in Exhibit "A"

9. The receipt of substantial and valuable portions of Lake Wales' service territory under the Territorial Agreement is the valuable consideration received by Winter Haven to induce it to enter into this Agreement, while the receipt of the interconnections from Winter Haven and adequate water flows at only Winter Haven's lowest "in-city" block rate for consumption of metered flows (see Exhibit C) as amended from time to time, and without capacity fees or any other costs or fees, including without limitation, minimum monthly charge, minimum meter charge, etc., is the valuable consideration and inducement to Lake Wales upon which it relies to enter into this Agreement.

10. All Parties now wish to resolve the Action.

ACCORDINGLY, in consideration of the above-stated Recitals, the covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties hereto, the Parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and are hereby incorporated in this Agreement as a material part thereof.

SECTION 2. SUBMISSION OF ORDER. The Parties to this proceeding will submit to the Court a joint motion and agreed Order approving this Agreement and dismissing with prejudice the action and any other litigation or administrative proceedings that may be pending between or among the Parties with each Party to bear its own respective attorney fees and costs for the case(s), a copy of which joint motion and agreed Order are attached to this Agreement as a material part, upon its full execution by the Parties.

SECTION 3. INCORPORATION OF EXHIBIT "A"/ UTILITIES TERRITORIAL SERVICE AREA BOUNDARY MAP. The Parties agree to and do hereby incorporate, as a material part, into this Agreement Exhibit "A" which is an updated utilities territorial service area boundary map. The map shall be referred to and explained as set forth in this Agreement, and replaces the boundary map in the Territorial Agreement except as to boundary lines north of Thompson Nursery Road, which shall remain unchanged.

SECTION 4. AGREEMENT ON ANNEXATION LINE. All Parties agree that the line identified as Exhibit "A," the utilities territorial Boundary Line, shall also serve as the Annexation Line for the purposes of this Agreement. LAKE WALES shall not annex lands lying on the WINTER HAVEN side of the Annexation Line and WINTER HAVEN shall not annex lands lying on the LAKE WALES side of the Annexation Line. No Party to this Stipulated Settlement Agreement may appeal or otherwise legally challenge annexations occurring as provided in this section.

SECTION 5. UTILITY AGREEMENTS. The Parties agree as follows:

5.1. Territorial Agreements. Each Party agrees that it shall honor all other Parties' service area Boundary Lines as specified on the map attached to and

incorporated in this Agreement as Exhibit "A" ("Boundary Line") and shall not seek to offer or provide retail service in the other Parties' exclusive water, wastewater, and reclaimed water service areas as depicted on the map attached hereto as Exhibit "A." The Parties agree that within the service area designated for WINTER HAVEN, WINTER HAVEN shall be the exclusive provider of water, wastewater, and reclaimed water service within said service area as of the date of this order. The Parties agree that within the service area designated for LAKE WALES, LAKE WALES shall be the exclusive provider of water, wastewater, and reclaimed water service within said service area as of the date of this order.

5.2. Interconnections. The Parties agree that the installations depicted on Exhibit "A" attached to and incorporated in this Agreement (the "Interconnect Map") shall be installed as set forth below and shall include pressure sustaining valves sufficient to provide adequately for peaking operational conditions and all fire flows. The Lake Ashton Interconnect shall be constructed as soon as possible after execution of this Agreement and shall be paid for on an equal share basis (50/50 percent) between LAKE WALES and WINTER HAVEN. The pressure sustaining side of each meter shall be set at 45 psi or may be bypassed manually during emergency conditions. Both systems shall be operated at the maximum possible pressures allowed by the system infrastructure. The Lake Ashton interconnection facilities detail shall be as shown in Exhibit "B," interconnecting the City of Winter Haven's existing 12" water main with the City of Lake Wales existing 8" water main. Winter Haven shall provide the easements within its territory and for the meter and Lake Wales shall provide easements within its territory and access to, the facilities. The future interconnections

Exhibit "A," shall be generally located as depicted in Exhibit "A" once facilities are available for such interconnections. The future interconnection facilities and terms shall generally be the same as the Lake Ashton interconnection as discussed herein and as described in Exhibit "B." Winter Haven shall provide a 12" water main for the two northern interconnections and 10" mains for the 2 southern interconnections (the SR 60 and the Alturas Road area (2 southernmost interconnects)), when facilities are available for the southern interconnections. LAKE WALES and WINTER HAVEN shall provide easements within their respective territories to facilitate implementation of these future interconnection facilities and the consummation of the terms of this Stipulated Settlement Agreement.

5.3 If either Party determines that it is not in its citizens' best interest to serve or annex a property on its side of the Boundary Line, prior to the other Party's service or annexation of that property, the Party with the right to serve or annex under Exhibit "A" must have rejected service and annexation through a written resolution of the City Commission which amends the Boundary and Annexation Line.

5.4 The Parties agree that although the agreement not to annex over the Annexation Lines as provided in Section 4, and not to serve utilities over the boundary line as provided in Section 5, may or may not be enforceable even if such actions are otherwise a breach of this Agreement, and although damages for such a breach of this Agreement might be remote or speculative, the Parties agree that in the event one party breaches this Agreement at any time by annexing over the Annexation Line or serving utilities over the Boundary Line without the City Commission resolution of the Party having the apparent right to annex or serve utilities on that side of the Line

under Exhibit "A" in this Agreement, that Party losing territory or annexation rights by the other Party's breach of this Agreement is entitled to stipulated damages from the intruding Party for the loss of the territory or annexation rights in the following manner.

The Parties agree that, given the uncertainty and unpredictability of the overall benefit derived by a city through a future annexation right or the right to serve utilities to a territory, the City losing such utility service territory or future annexation rights due to a breach of this Agreement due annexation or utility service over the Boundary Line shown in Exhibit "A", shall be entitled to stipulated damages in an amount of \$10,000 per acre of annexation and/or utility service territory lost. Nevertheless, the non-breaching City may seek any form of legal or equitable remedy of the offending City's actions, or may elect at any time prior to final judgment to receive the stipulated damages described above.

5.5 Interconnection Maintenance. The governmental Parties shall equally share the costs associated with operating, maintaining and replacing as necessary, the pressure sustaining valves, meters and other interconnection appurtenances. The governmental Parties agree to have the meter calibrated no less than once every three (3) years by a calibration contractor substantially familiar with proper calibration of the meter used, and mutually acceptable to the governmental Parties. If either party has reason to believe at any time that a meter is not accurate that Party may have an additional calibration performed at their own expense, however, if a meter is determined to be inaccurate and requires calibration, the cost of that additional calibration shall be shared equally as well. For the purposes of this Agreement, the meter is "accurate" when it is within 3% more or less, accuracy.

5.6 LAKE WALES and WINTER HAVEN agree that receipt of water flows from the interconnections shall be charged at no more than the lowest "in-city" block rate for consumption of metered flows (See Exhibit "C") as amended from time to time, and without capacity fees or any other costs or fees, including without limitation, minimum monthly charge, minimum meter charge, etc.

5.7 SECTION 6, TERMINATION OF AGREEMENT

This Agreement shall terminate after twenty-five (25) years from date of execution, except that the Agreement shall automatically renew for an unlimited number of consecutive ten (10) year periods, unless either party notifies the other of its intent to terminate this Agreement, in writing by certified mail, return receipt requested, at least five (5) years prior to the termination date.

SECTION 7. ENFORCEABLE AGREEMENT. The Parties that are governmental entities agree and acknowledge that they have complied with the requirements of applicable law. In executing this Agreement, the Parties are involving and utilizing the authority granted pursuant to both Section 163.01, *Florida Statutes* (the "Florida Interlocal Cooperation Act of 1969"), the provisions of Part II, Chapter 163, *Florida Statutes* (2008); an agreement entered into under the home rule powers of the parties as set forth in Article VIII of the *Constitution of the State of Florida* and Chapter 166, *Florida Statutes*. Notwithstanding anything to the contrary, the Parties agree that this Agreement is valid, binding, and enforceable, and each Party warrants to all other Parties that it has the requisite power and authority to be bound by this Agreement. The Parties agree that they shall not challenge in any forum the validity or enforceability of this Agreement.

SECTION 8. DISMISSAL OF PROCEEDINGS. That all legal proceedings between the Parties and entities referenced above shall be dismissed upon entry of the Order, each party to pay its own attorney's fees and costs. The Parties agree that they shall not challenge the necessary permits and approvals required by the Parties in the execution of their respective responsibilities relating to their respective utility service areas in accordance with the controlling requirements of law. Within three (3) business days after the full execution of this Agreement and the date that the Court enters an Order approving this Agreement and Dismissing the Action with Prejudice, the Parties, through their counsel, shall cause to be filed in the Circuit Court of Polk County, Florida, a Joint Stipulation for Dismissal, with prejudice, relative to any other litigation or any administrative proceedings that may be pending between or among the Parties.

SECTION 9. COOPERATION. No Party nor entity referenced above shall take any action or refrain from taking any action in a manner which is inconsistent with the intent and spirit of this Agreement. This cooperation shall include but not be limited to the support of all Parties for the approval of the modification of each city's water use permit or water use permit application. LAKE WALES and WINTER HAVEN agree to engage in ongoing activities that will result in the provision of utility services to the public in a coordinated manner. LAKE WALES and WINTER HAVEN agree to exchange technical information and engage in intergovernmental coordination and collaboration in order to benefit the public. LAKE WALES and WINTER HAVEN agree to amend their respective comprehensive plans and codes and ordinances as may be necessary to implement the provisions of this Agreement.

SECTION 10. RELEASES. The Parties on their own behalf and on behalf of their past and present agents, assigns, and any all persons or entities claiming through them or under them, hereby each release and forever discharge the other and their respective past, present and future parent corporations, subsidiaries, affiliates, shareholders, agents, employees, directors, officers, servants, assigns, insurers, partners, attorneys, predecessors, successors, officers, directors, staff and elected officials ("Released Parties"), from any and all claims and demands, actions and causes of action, at law or in equity, known and unknown, which either now owns or holds, or has at any time heretofore owned or held against the other or any of the Released Parties, including, but not limited to, any and all claims, demands or causes of action of any kind whatsoever arising out of this Action or any litigation pending between and among the Parties. Notwithstanding the foregoing, no Party is released of its rights or obligations under this Agreement.

SECTION 11. VENUE. The venue for all lawsuits brought by any Party hereto involving any dispute, controversy, or claim arising out of or in connection with this Agreement shall be brought in the Circuit Court of Polk County, Florida.

SECTION 12. BINDING UPON SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, parent corporations, subsidiaries affiliates, representatives, and assigns.

SECTION 13. EFFECTIVE DATE. Upon the full execution of this Agreement by the Parties, WINTER HAVEN shall file a certified copy of this Agreement with the Clerk of the Circuit Court for Polk County pursuant to Section 163.01, *Florida Statutes*. This

Agreement shall be effective upon the later of (1) entry of Order of the Court and (2) filing of the Agreement by WINTER HAVEN with the Clerk of the Circuit Court for Polk County, and shall be perpetual in nature and be subject only to amendment by mutual agreement by all of the applicable Parties to this Agreement.

SECTION 14 DOCUMENT IS THE RESULT OF MUTUAL DRAFTSMANSHIP.

The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms-length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.


SECTION 15. CONDITION PRECEDENT TO SUBMITTAL OF JOINT STIPULATION. This Stipulated Settlement Agreement shall not become effective and shall not be submitted for approval unless and until this Stipulated Settlement Agreement is approved by the governing bodies of LAKE WALES and WINTER HAVEN.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

ATTEST:

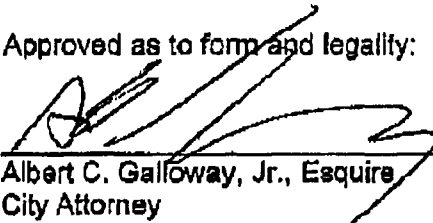

Clara VanBlargan, City Clerk

LAKE WALES

CITY OF LAKE WALES
By: 
Lee A. Wheeler III, Mayor

Date: 5-15-07

Approved as to form and legality:

 5-15-07
Albert C. Galloway, Jr., Esquire
City Attorney

DOCUMENT NUMBER-DATE
00671 JAN 28 08
FPSC-COMMISSION CLERK

ATTEST:

Barbara McKenzie
Barbara McKenzie, City Clerk

WINTER HAVEN

CITY OF WINTER HAVEN

By: Nathaniel Birsong
NATHANIEL BIRSONG, Mayor

Date: 5/14/07

Approved as to form and legality:

Frederick John Murphy, Jr. 5-14-07
Frederick John Murphy, Jr., Esquire
City Attorney

BFR

BFR DEVELOPMENT, LLC, a Florida limited liability corporation

Lori M. Elroy

Print Name: Lori McElroy

Melanie Hart

Print Name: Melanie Hart

By: James E. Blackwell

Name: James E. Blackwell

Title: Member

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 7th day of May, 2007 by James E. Blackwell, the Member of BFR DEVELOPMENT, LLC, and Florida limited liability corporation. He is personally known to me and did not take an oath.

Beth M. Scott



Signature of Notary Public

Beth M. Scott


Print Notary Name

My Commission Expires: _____

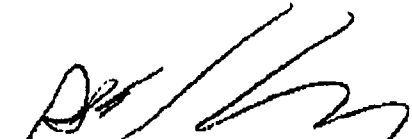
Commission No.: _____

- Personally known, or
 - Produced Identification
- Type of Identification Produced

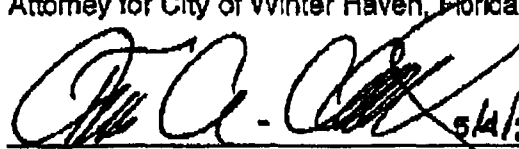
AFFIX NOTARY STAMP


5.14.07

Frederick John Murphy, Jr., Esquire
Florida Bar Number: 0709913
City Attorney, City of Winter Haven
Boswell & Dunlap, LLP
245 S. Central Ave.
P.O. Drawer 30
Bartow, FL 33831
Telephone: 863-533-7117
Facsimile: 863-533-7412
Attorney for City of Winter Haven, Florida


5.15.07

Albert C. Galloway, Jr.
Florida Bar Number: 475662
City Attorney, City of Lake Wales
Albert C. Galloway, Jr., P.A.
202 East Stuart Avenue
P.O. Box 3339
Lake Wales, FL 33859-3339
Telephone: 863-679-5333
Facsimile: 863-679-5332
Attorney for City of Lake Wales, Florida


5/14/2007

Thomas A. Cloud, Esquire
Florida Bar Number: 293328
Tracy A. Marshall, Esquire
Florida Bar Number: 863300
GRAYROBINSON, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801
Telephone: 407-843-8880
Facsimile: 407-244-5690
Attorney for BFR Development, LLC and
Special Counsel for City of Winter Haven,
Florida

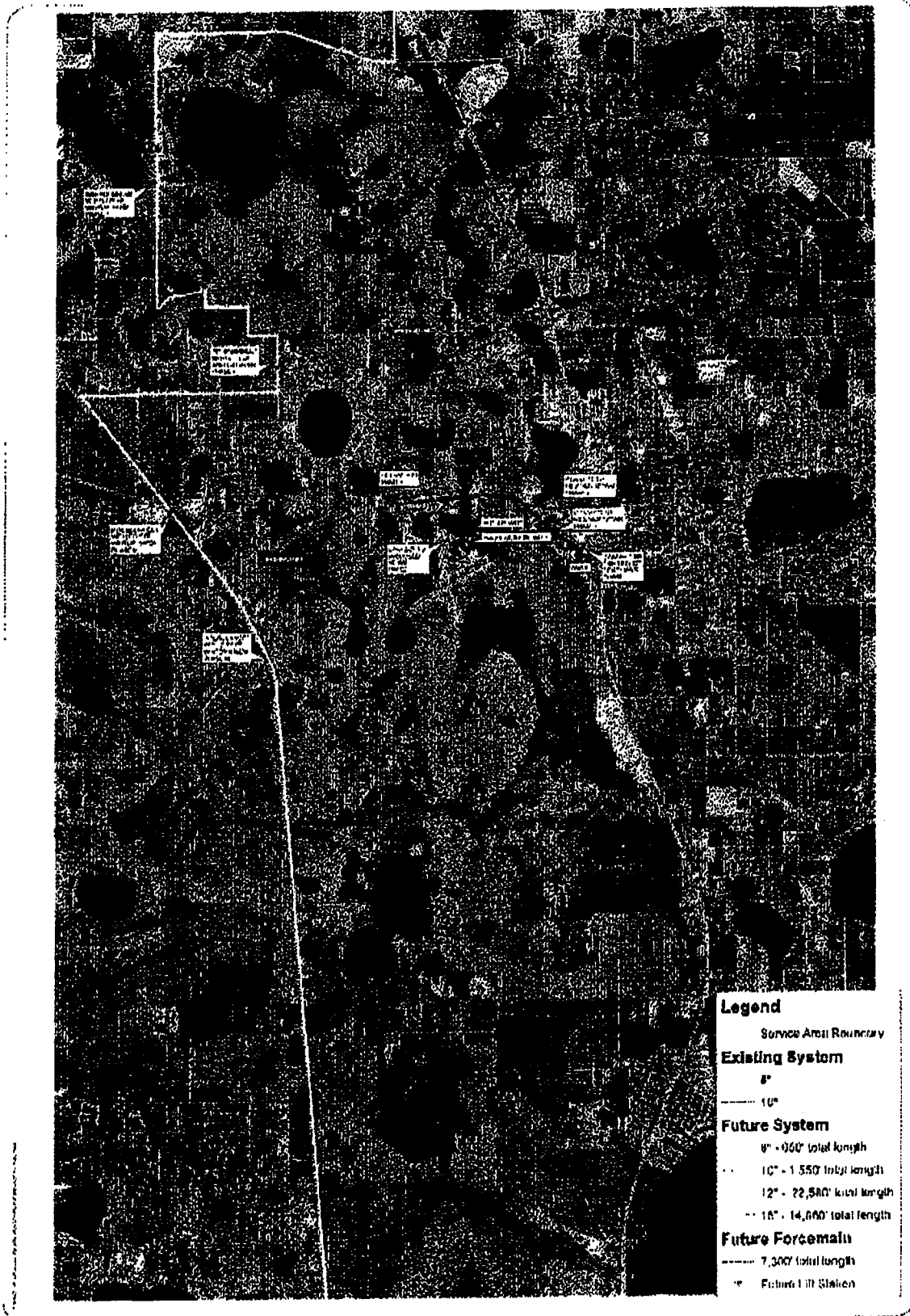


EXHIBIT A
WEST SIDE TRUNK WATERMAIN AND
SEWERMAIN EXTENSIONS
CITY OF LAKE WALES
POLK COUNTY, FLORIDA



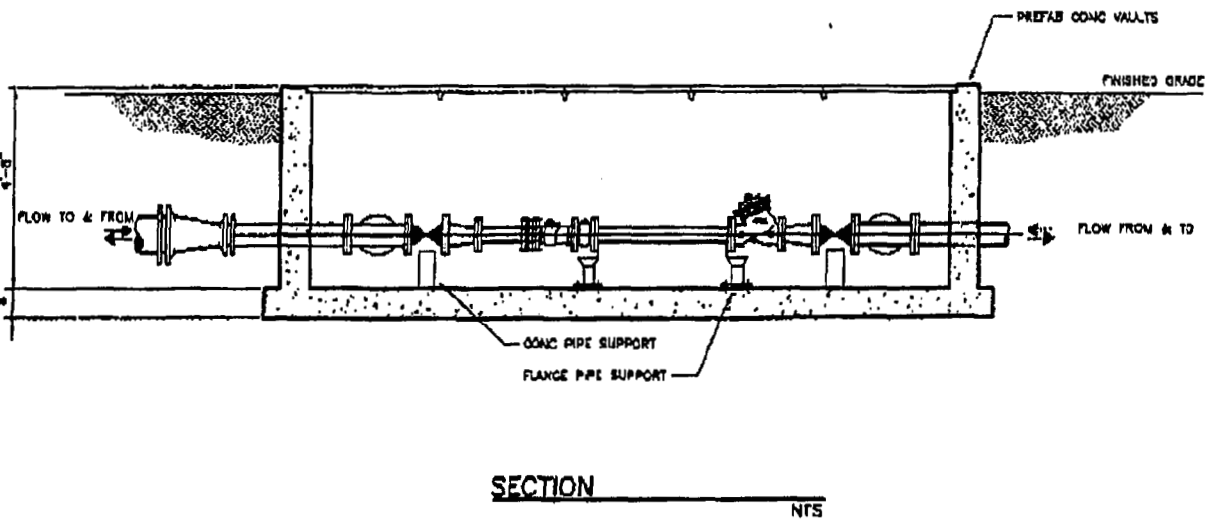
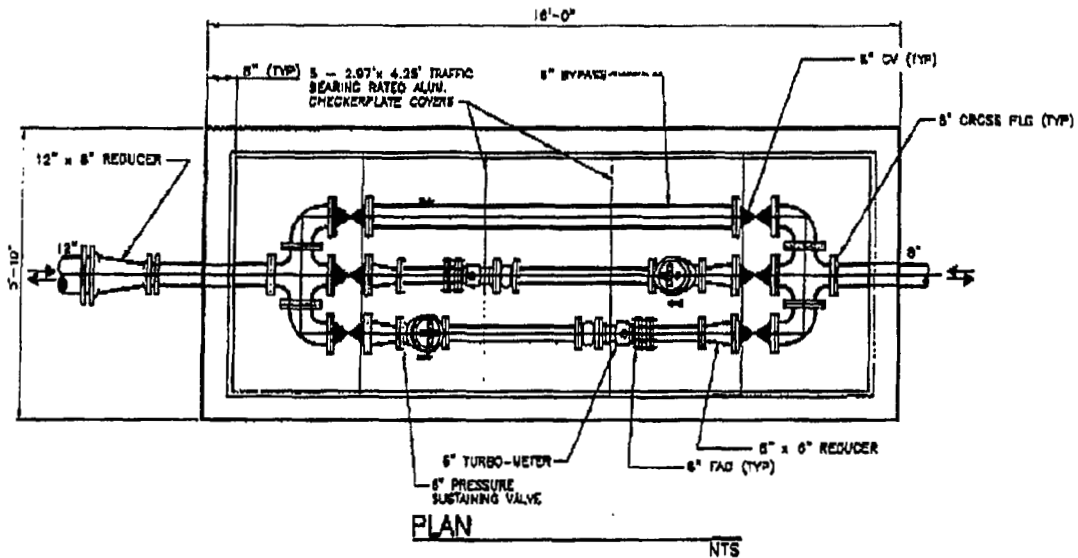
201 S. PALM STREET, SUITE 102, LAKE WALES, FL 33853
 PHONE: 888.644.4444 FAX: 888.644.4444

DOCUMENT NUMBER-DATE
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 COMMISSION CLERK

EXHIBIT A-2**DESCRIPTION OF THE AMENDED PORTION OF THE BOUNDARY OF
UTILITY SERVICE AREA BETWEEN CITY OF LAKE WALES AND CITY OF
WINTER HAVEN**

The boundary of the City of Lake Wales and the City of Winter Haven utility service area is described as follows:

Beginning at the intersection of Thompson Nursery Road and the western boundary of Section 18, Township 29 South, Range 27 East following the city limits of both cities in a southerly direction to include all of the western boundary of Section 19, Township 29 South, Range 27 East and Section 30, Township 29 South, Range 27 East, less the southern $\frac{1}{4}$; continuing in a northeasterly direction along the southern canal edge to the western boundary of the southeast quarter of the northeast quarter of the southwest quarter of Section 30, Township 29 South, Range 27 East; continuing in a southerly direction along the aforementioned western boundary to the southern boundary of the southeast quarter of the northeast quarter of the southwest quarter of Section 30, Township 29 South, Range 27 East; continuing in an easterly direction along the northern boundary of the southern quarter of aforementioned section, less the eastern $\frac{1}{4}$; continuing in a southerly direction along the western boundary of the southeast quarter of the southeast quarter of aforementioned section to the southern boundary of the aforementioned section; continuing in an easterly direction to the northeast corner of Section 31, Township 29 South, Range 27 East; continuing in a southerly direction to the northern boundary of the southern half of the aforementioned section continuing in a westerly direction along the northern boundary of the southern half of Section 31, Township 29 South, Range 27 East and Section 36, Township 29 South, Range 26 East to a point of intersection with the east side of the railroad tracks; continuing in a southerly direction along the east side of the railroad tracks ending at the north boundary of Section 8, Township 31 South, Range 27 East, all located within Polk County, Florida.



M:\CADD\DWG\2007\4070-44-00\INTERCONNECT.dwg
 Plotted: May 05, 2007 - 4:03pm by Masmansky


HARTMAN CONSULTING & DESIGN
 301 E. Pine Street - Suite 1020 - Orlando, Florida 32801
 Phone 407-447-9095 - Fax 407-447-9406

INTERCONNECT DETAIL
LAKE ASHTON & BFR
LOCATIONS

EXHIBIT
B

DOCUMENT NUMBER-DATE
 00671 JAN 28 08
 FPSC-COMMISSION CLERK

EXHIBIT C
APPLICABLE CHARGES ⁽¹⁾

Lake Wales (currently) \$2.14/1,000 gallons

Winter Haven (currently) \$1.54/1,000 gallons

(1) Subject to change as the inside city limits lowest block water rate is adjusted.

DOCUMENT NUMBER - DATE

00671 JAN 28 88

FPSC - COMMISSION CLERK

**IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT IN AND
FOR POLK COUNTY, FLORIDA**

Case No. 2007CA-001738-0000-00
Section 11

CITY OF LAKE WALES,
a Florida municipal corporation,

Plaintiff,

v.

CITY OF WINTER HAVEN, a Florida municipal
corporation, and **BFR DEVELOPMENT, LLC,** a
Florida limited liability corporation

Defendants.

**UNOPPOSED JOINT MOTION FOR ENTRY OF ORDER APPROVING STIPULATED
SETTLEMENT AGREEMENT AND DISMISSING ACTION WITH PREJUDICE**

Plaintiff, **CITY OF LAKE WALES**, a municipal corporation of the State of Florida ("LAKE WALES"), Defendant **CITY OF WINTER HAVEN**, a municipal corporation of the State of Florida ("WINTER HAVEN") and **BFR DEVELOPMENT, LLC**, a Florida limited liability corporation ("BFR") shall hereafter collectively be referred to as the "Parties." By and through their undersigned counsel, Parties move this Court to enter the attached Agreed Order approving the attached Stipulated Settlement Agreement and dismissing this action with prejudice, and as grounds therefore the Parties state as follows:

1. On _____, 2007, the Parties to the foregoing cause reached a consensus in negotiations.

2. The Parties have conferred and agreed upon a Stipulated Settlement Agreement (the "Agreement"), which is attached hereto as Exhibit "A", and the Agreement along with its exhibits has been approved and executed by all Parties.

Composite Exhibit "D"
Stipulated Settlement Agreement
Page 1 of 5

680464 v1

DOCUMENT NUMBER-DATE
00671 JAN 28 8
FPSC-COMMISSION CLERK

WHEREFORE, the Parties move this Court to enter the attached Agreed Order approving the Stipulated Settlement Agreement and Dismissing the Action with Prejudice.

Frederick J. Murphy, Jr., Esquire
Florida Bar Number: 0709913
City Attorney, City of Winter Haven
Boswell & Dunlap, LLP
245 S. Central Ave.
P.O. Drawer 30
Bartow, FL 33831
Telephone: 863-633-7117
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Special Counsel for City of Winter Haven,
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Florida

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Bartow, Florida 33830
Telephone: 863-533-5525
Facsimile: 863-533-0506
Special Counsel for City of Winter Haven,
Florida

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by regular U.S. Mail this ____ day of _____, 2007, to Albert C. Galloway, Jr., Esquire, Post Office Box 3339, Lake Wales, Florida 33859-3339, Robert A. Young, Gibson & Valenti, 212 East Stuart Avenue, Lake Wales, FL 33853, and Frederick J. Murphy, Jr., Esquire, P.O. Drawer 30, Bartow, Florida 33831, Neal L. O'Toole, Esquire, Lilly, O'Toole & Brown, LLP, Post Office Box 50, Bartow, Florida 33831.

THOMAS A. CLOUD

Florida Bar Number: 263328

TRACY A. MARSHALL

Florida Bar Number: 863300

GrayRobinson, P.A.

Suite 1400, 301 East Pine Street

Orlando, Florida 32801

407-843-8880 Telephone

407-244-5890 Facsimile

Attorneys for BFR Development, LLC

**IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT IN AND
FOR POLK COUNTY, FLORIDA**

**Case No. 2007CA-001738-0000-00
Section 11**

**CITY OF LAKE WALES,
a Florida municipal corporation,**

Plaintiff,

v.

**CITY OF WINTER HAVEN, a Florida municipal
corporation, and BFR DEVELOPMENT, LLC, a
Florida limited liability corporation**

Defendants.

**AGREED ORDER APPROVING STIPULATED SETTLEMENT AGREEMENT AND
DISMISSING ACTION WITH PREJUDICE**

THIS CAUSE having come before the Court on the Unopposed Joint Motion for Entry of Order Approving Stipulated Settlement Agreement and Dismissing Action With Prejudice (the "Motion") and the Court, having considered the Motion and the pleadings and papers constituting the record in this matter to include the Stipulated Settlement Agreement (the "Agreement"), and being otherwise fully advised in the premises, it is thereupon;

CONSIDERED, ORDERED AND ADJUDGED as follows:

- 1. The Motion is hereby GRANTED.**
- 2. The Agreement is declared to be a judicially enforceable Interlocal agreement under the provisions of Section 163.01, Florida Statutes, (the "Florida**

Composite Exhibit "D"
Stipulated Settlement Agreement
Page 4 of 5

680542.v1

DOCUMENT NUMBER DATE

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FPSC-COMMISSION CLERK

interlocal Cooperation Act of 1989"); a judicially enforceable joint planning agreement entered under the provisions of Part II, Chapter 163, *Florida Statutes*; as well as a judicially enforceable agreement entered under the home rule powers of the parties as set forth in Article VIII of the *Constitution of the State of Florida* and Chapter 186, *Florida Statutes*; and the Agreement is hereby adopted as an order of this Court.

3. This action is hereby dismissed with prejudice, with all Parties to bear their own attorneys' fees and costs.

4. Notwithstanding the dismissal of this action with prejudice, the Court retains jurisdiction to enforce the Agreement.

DONE AND ORDERED at Polk County, Florida this ____ day of _____, 2007.

Roger A. Alcott
Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by facsimile and regular U.S. Mail this ____ day of _____, 2007, to Albert C. Galloway, Jr., Esquire, Post Office Box 3339, Lake Wales, Florida 33859-3339, Robert A. Young, Gibson & Valenti, 212 East Stuart Avenue, Lake Wales, FL 33853, and Frederick J. Murphy, Jr., Esquire, P.O. Drawer 30, Bartow, Florida 33831, Thomas A. Cloud, Esquire, Tracy A. Marshall, Esquire, GrayRobinson, P.A., 301 E. Pine Street, Suite 1400, Orlando, FL 32801, Neal L. O'Toole, Esquire, Lilly, O'Toole & Brown, LLP, Post Office Box 50, Bartow, Florida 33831-0050.

Judicial Assistant

Attachment 3
Lake Wales/Town of Dundee Agreement

DOCUMENT NUMBER-DATE

00671 JAN 28 8

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File
A070144.00

**WATER AND WASTEWATER
INTERGOVERNMENTAL SERVICE AREA AGREEMENT**

THIS AGREEMENT, made and entered into this 13th day of April, 1999,
by and between the MUNICIPALITIES of DUNDEE, LAKE WALES, and WINTER HAVEN,
Florida municipal corporations (hereinafter the "Municipalities");

WITNESSETH that:

WHEREAS the parties hereto recognize that planned, orderly growth is essential to the economic and social well-being of the people of the stated Municipalities located in Polk County; and

WHEREAS the orderly and economic growth of the urban area of each Municipality depends in large part upon the ability of local government to provide an environment for development which would include the availability of water and wastewater services; and

WHEREAS public resources managed by local government should be utilized in an efficient manner to foster growth and development and to maximize the benefits of same to the citizens of the Municipalities; and

WHEREAS the Municipalities operate water and wastewater utilities in the unincorporated areas surrounding their respective municipal boundaries and are accorded certain protections pursuant to the provisions of chap. 180, FLA.STAT.; and

WHEREAS the Municipalities 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 growth and development and maximize the beneficial use of public resources for the citizens of the Municipalities.

NOW, THEREFORE, in order to accomplish the purposes set forth above and in consideration of the mutual promises and covenants contained herein, the Municipalities agree as follows:

1. **INTERLOCAL AGREEMENT.** This is an interlocal agreement made and entered into by and between the Municipalities pursuant to the provisions of chap. 163, FLA.STAT.
2. **WATER AND WASTEWATER SERVICE AREAS.**
 - a. The area described as lying to the north and east of a line described in the attached Exhibit "A" shall hereafter be known as the Town of Dundee Water and Wastewater Utility Service Area (hereinafter the Dundee Service Area). An official map of the area shall be maintained by the Town of Dundee. The Town of Dundee shall have the first right to

RECORDED TO: Sarah Lee Stimulate, City Clerk
City of Winter Haven - City Hall
P.O. BOX 2277 - 451 Third St., NW
Winter Haven, FL. 33883

FPSC-COMMISSION CLERK
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DOCUMENT INFORMATION DATE

provide water and/or wastewater services within the area to any customer residing or doing business within the area and to deliver said service in accordance with the city's general practice, policy, and procedures. The Municipalities of Lake Wales and Winter Haven shall not provide water and/or wastewater service to any customer within the Dundee Service Area unless that customer has first requested service from the Town of Dundee and said request has been denied. In the event that the majority of a property lies partially within the Dundee Service Area, the property shall be deemed included within the area, and upon receipt of service, the boundary of the area shall be automatically amended to include all of such property. In the event that the majority of the property lies without the Dundee Service Area, the Town may serve such property with the written consent of the affected city, be it Lake Wales or Winter Haven, and in that event, the boundary shall be amended pursuant to paragraph 3 hereof. It is mutually understood and agreed that the Town of Dundee may, in its discretion, impose conditions upon connection to the Town's water and/or wastewater systems within the Dundee Service Area, and no customer shall be deemed to have been denied service by the Town of Dundee if said service is made available in accordance with the Town's general practice, policy, and procedures.

b. The area described as lying to the south and east of a line lying along described in the attached Exhibit "B" shall hereafter be known as the City of Lake Wales Water and Wastewater Utility Service Area (hereinafter Lake Wales Service Area). An official map of the area shall be maintained by the City of Lake Wales. The City of Lake Wales shall have the first right to provide water and/or wastewater services within the area to any customer residing or doing business within the area and to deliver said service in accordance with the city's general practice, policy, and procedures. The Municipalities of Winter Haven and Dundee shall not provide water and/or wastewater service to any customer within the Lake Wales Service Area unless that customer has first requested service from the City of Lake Wales and said request has been denied. In the event that the majority of a property lies partially within the Lake Wales Service Area, the property shall be deemed included within the area, and upon receipt of service, the boundary of the area shall be automatically amended to include all of such property. In the event that the majority of the property lies without the Lake Wales Service Area, the City may serve such property with

the written consent of the affected municipality, be it Winter Haven or Dundee, and in that event, the boundary shall be amended pursuant to paragraph 3 hereof. It is mutually understood and agreed that the City of Lake Wales may, in its discretion, impose conditions upon connection to the City's water and/or wastewater systems within the Lake Wales Service Area, and no customer shall be deemed to have been denied service by the City of Lake Wales if said service is made available in accordance with the City's general practice, policy, and procedures.

c. The area described as lying to the north and west of a line described in the attached Exhibit "C" shall hereafter be known as the City of Winter Haven Water and Wastewater Utility Service Area (hereinafter the Winter Haven Service Area). An official map of the area shall be maintained by the City of Winter Haven. The City of Winter Haven shall have the first right to provide water and/or wastewater services within the area to any customer residing or doing business within the area and to deliver said service in accordance with the city's general practice, policy, and procedures. The Municipalities of Lake Wales and Dundee shall not provide water and/or wastewater service to any customer within the Winter Haven Service Area unless that customer has first requested service from the City of Winter Haven and said request has been denied. In the event that the majority of a property lies partially within the Winter Haven Service Area, the property shall be deemed included within the area, and upon receipt of service, the boundary of the area shall be automatically amended to include all of such property. In the event that the majority of the property lies without the Winter Haven Service Area, the City may serve such property with the written consent of the affected municipality, be it Lake Wales or Dundee, and in that event, the boundary shall be amended pursuant to paragraph 3 hereof. It is mutually understood and agreed that the City of Winter Haven may, in its discretion, impose conditions upon connection to the City's water and/or wastewater systems within the Winter Haven Service Area, and no customer shall be deemed to have been denied service by the City of Winter Haven if said service is made available in accordance with the City's general practice, policy, and procedures.

d. A map of the Service Areas described in subparagraphs a., b., and c. above is attached hereto and made a part hereof.

3. **COORDINATION OF PLANNING ACTIVITIES.** The Municipalities recognize that to achieve the mutual goal of planning for and providing future development of their respective systems in an efficient, economic, and orderly manner, it will be necessary for each to maintain written communication with the other, as necessary, concerning plans and actual development of water and/or wastewater utility facilities which lie adjacent to the service area of the adjoining Municipality which may or should affect the adopted Comprehensive Plans for future development of the systems of the other party.

4. **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 parties hereto, to provide water or sewer services outside its municipal boundaries.

5. **SERVICE OUTSIDE AREA.** Except with the written consent of the affected adjoining Municipality(ies), no Municipality shall serve any customer whose property to be served lies completely outside the Service Area of the Municipality. In the event a Municipality gives its written consent to service by another Municipality outside its Service Area, the Service Area shall be deemed expanded and the description thereof shall be automatically, and without the necessity of any act by either party, amended.

6. **SERVICE AREA REVISION.** In the event of an automatic alteration of a Service Area pursuant to the provisions of paragraph 5 hereof, the Municipalities may, by mutual consent, amend the Agreement to reflect such alteration. Any such consent shall be in writing and executed by the Municipalities.

7. **CHAPTER 180 ORDINANCE REVISION.** Within sixty (60) days of the effective date of this Agreement, any party hereto having previously established a chap. 180, FLA.STAT. area or zone which is within another party's Service Area, as defined herein, shall repeal or otherwise legally withdraw such portion of said area or zone. Further, during the term of this Agreement, no party hereto shall establish a chap. 180, FLA.STAT. area or zone within the Service Area of another party.

8. **TERM.** This Agreement shall be for a term of twenty (20) years unless terminated earlier by mutual consent. It is the intention of the parties, as part of their respective comprehensive

plan review procedures pursuant to chap. 163, FLA.STAT., to review the boundaries of the Service Areas and the terms of this Agreement and to mutually discuss renewal for such additional time and upon such terms and conditions as may be mutually agreeable.

9. **EFFECTIVE DATE.** This Agreement shall become effective upon ratification and execution subsequent to authorization by the governing authority of each of the Municipalities which is a party hereto.

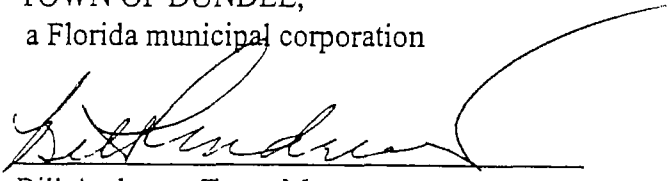
10. **BREACH.** Breach by any Municipality which is a party not cured upon sixty (60) days' notice shall not affect other provisions this Agreement nor the respective Service Area boundaries of the Municipalities which are not in breach of this Agreement.

11. **MULTIPLE ORIGINALS.** This Agreement has been prepared in triplicate in order that each of the subscribing municipalities will receive a fully executed original upon adoption and execution by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 13th day of April, 1999.

TOWN OF DUNDEE,
a Florida municipal corporation

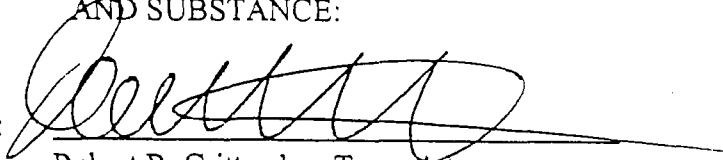
By:



Bill Andrews, Town Manager

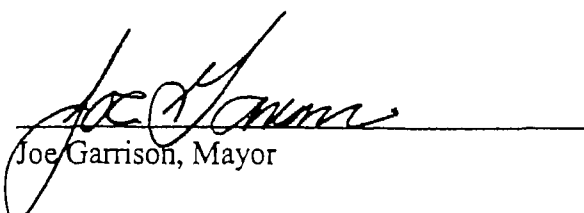
APPROVED AS TO FORM
AND SUBSTANCE:

By:



Robert R. Crittenden, Town Attorney

APPROVED AND RATIFIED by the Town Council of the Town of Dundee this 13 day of April, 1999.



Joe Garrison, Mayor

RETURNED TO:

Sarah Lee Shumate, City Clerk
City of Winter Haven - City Hall
P.O. Box 2277 - 451 Third St. NW
Winter Haven, Fl. 33883

CITY OF LAKE WALES,
a Florida municipal corporation

By: David L. Greene
David L. Greene, City Manager

APPROVED AS TO FORM
AND SUBSTANCE

By: [Signature]
Albert C. Galloway, Jr., City Attorney

APPROVED AND RATIFIED by the City Commission of the City of Lake Wales this
6th day of April, 1999.

[Signature]
Clifford L. Tonjes, Mayor

CITY OF WINTER HAVEN

By: [Signature]
Carl Cheatham, City Manager

APPROVED AS TO FORM
AND SUBSTANCE:

By: [Signature]
Robert J. Antonello, City Attorney

APPROVED AND RATIFIED by the City Commission of the City of Winter Haven this
12th day of April, 1999.

[Signature]
Scott Girouard, Mayor

March 29, 1999

REJUKN 10: SARAH LEE SHUMALE, CITY CLERK
City of Winter Haven - City Hall
P.O. Box 2277 - 451 Third St. NW
Winter Haven, FL. 33883

North Utility Boundary Legal Description of City of Lake Wales

Commence North from the Point of Beginning of the intersection point at the North Right of Way Line of State Road 60 and the east side of Section 33, Township 29 South, Range 26 East; thence north a distance of 3,000 feet more or less to the northeast corner of Section 33, Township 29 South, Range 26 East; thence east 15,840 feet more or less along section lines 34, 35 and 36, to the northeast corner of Section 36, Township 29 South, Range 26 East; thence north a distance of 13,160 feet more or less to an intersecting point on the South Right of Way Line of County Road 540-A; thence east along said right of way a distance of 11,060 feet more or less to an intersecting point on the east line of Section 17, Township 29 South, Range 26 East; thence north along said section 2,950 feet more or less to an intersecting point of the East Right of Way Line of U.S. 27 and northeast corner of Section 17, Township 29 South, Range 26 East; thence north along said right of way a distance of 5,500 feet more or less to a intersecting point of U.S. 27 and the North Right of Way Line of County Road 540; thence east along said right of way a distance of 7,750 feet more or less to a point on the south shore line of Lake Lee; thence north across said lake a distance of 2,017 feet more or less to an intersecting point on the north line of Section 10, Township 29 South, Range 26 East; thence east a distance of 14,568 feet more or less to the southeast corner of Section 1, Township 29 South, Range 27 East; thence north a distance of 5,280 feet more or less to the northeast corner of Section 1, Township 29 South, Range 27 East; thence east a distance of 5,280 feet more or less to the southeast corner of Section 31, Township 29 South, Range 27 East; thence north a distance of 5,280 feet more or less to the northeast corner of Section 31, Township 29 South, Range 27 East; thence east a distance of 7,000 feet more or less to the west shoreline of Lake Pierce lying in Section 33, Township 29, South, Range 27 East. This describes the North Utility Boundary Line for the City of Lake Wales.

EXHIBIT "B"

DOCUMENT NUMBER-DATE

00671 JAN 28 88

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LEGAL DESCRIPTION
CITY OF WINTER HAVEN
Utility Boundary Agreement Line

Begin at the Northeast Corner of the Southwest Quarter of Section 20, Township 28 South, Range 27 East; Thence Southerly, 1,320± feet to the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 20; Thence South 89°16' West, along said quarter, quarter section line to a point 400 feet West of the Westerly Right-of-Way of U.S. Highway 27; Thence South 11°37'00" East, 110 feet; Thence South 89°16' West, 450 feet parallel to the North Boundary of said quarter, quarter of Section 20; Thence South 11°37'00" East, 300 feet; Thence South 89°16' West, 31.38 feet parallel to the North Boundary of said quarter, quarter of Section 20; Thence Southeasterly, 946.08 feet to a point on the South Boundary of said Section 20, said point being 294 feet west of the Southeast Corner of the Southwest Quarter of Section 20; Thence Easterly along the South Boundary of said Section 20 to the Southeast Corner of the Southwest Quarter of Section 20, said point also being the Northeast Corner of the Northwest Quarter of Section 29, Township 28 South, Range 27 East; Thence Southerly, 2,690± feet along said quarter section line to the South Right-of-Way of S.R. 542 (aka Dundee Road); Thence Westerly, 630± feet along said Right-of-Way to the Peace Creek Canal; Thence Southeasterly along the Easterly Right-of-Way of canal to the East Boundary of the Southwest Quarter of said Section 29; Thence Southerly to the Southeast Corner of the Southwest Quarter of said Section 29, said point also being the Northeast Corner of the Northwest Quarter of Section 32, Township 28 South, Range 27 East; Thence continue Southerly, 1,320± feet to the Northwest Corner of the South Half of the Northeast quarter Section 32; Thence Easterly, 1,420± feet along the North Boundary of said South Half of said Northeast Quarter of Section 32, to the centerline of Right-of-Way of U.S. Highway 27; Thence Southerly, 10,560± feet along the centerline of Right-of-Way of U.S. Highway 27 to a point on the South Boundary of the Northeast Quarter of the Northeast Quarter of Section 8, Township 29 South, Range 27 East; Thence Southeasterly along an arc, 4,100± feet continuing along the centerline of Right-of-Way of U.S. Highway 27 to a point on the East Boundary of Section 17, Township 29 South, Range 27 East; Thence Southerly, 3,823± feet along the East Boundary of said Section 17 to the centerline of Right-of-Way of S.R.542-A (aka Thompson Nursery Road); Thence Westerly, 5,500± feet along the centerline of Right-of-Way of S.R.542-A to a point on the East Boundary of Section 18, Township 29 South, Range 27 East; Thence continue Westerly, 5,280± feet along said centerline said S.R.542-A to a point on the East Boundary of Section 13, Township 29 South, Range 26 East, said point also being on the East Boundary of Range 26 East; Thence Southerly, 13,200± feet to the Southeast Corner of Section 25, Township 28 South, Range 26 East; Thence Westerly, 15,840± feet to the Northeast Corner of Section 33, Township 28 South, Range 26 East; Thence Southerly, 5,280± feet to the Southeast Corner of said Section 33; All being within Polk County, Florida.

LEGAL-DESCRIPTION-UTILITY BOUNDARY AGREEMENT

DOCUMENT NUMBER-DATE

00671 JAN 28 8

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Exhibit "C"

EXHIBIT "D"

to
Water and Wastewater Intergovernmental
Service Area Agreement

(Exhibit "D" Service Area Map is on file in the
respective City offices of Dundee, Lake Wales and Winter Haven.)

DOCUMENT NUMBER-DATE

00671 JAN 28 8

FPSC-COMMISSION CLERK

DESCRIPTION SKETCH

THIS IS NOT A SURVEY

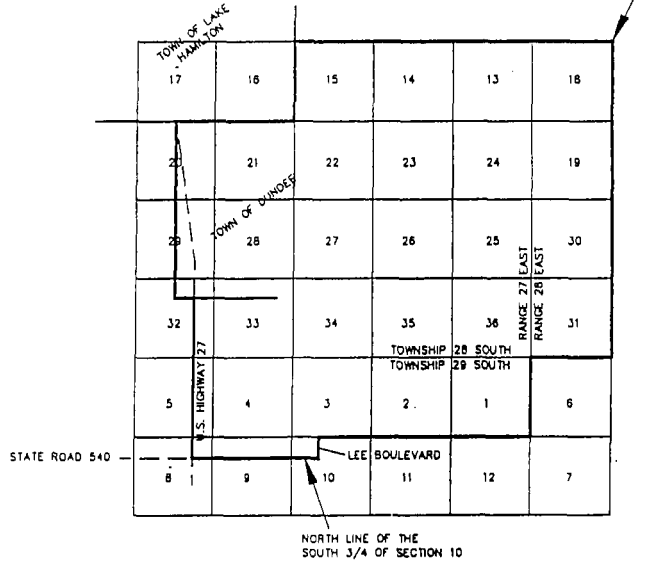
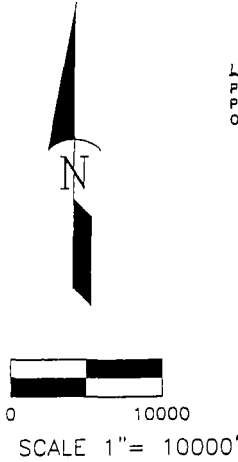
THIS DESCRIPTION WAS PREPARED FOR THE FRANCHISE AGREEMENT LINE ONLY AND IS NOT WARRANTED FOR MARKETABLE TITLE.

NOTES:

THIS SKETCH WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE OPINION, THEREFORE, IT IS SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY, AND ENCUMBRANCES OF RECORD AND OF USE, AND OTHER MATTERS OF TITLE THAT MAY BE FOUND BY A COMPLETE ABSTRACT OR TITLE OPINION.

LEGEND:

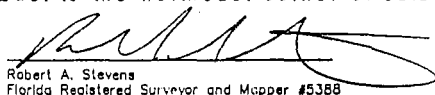
- PB. - Plat Book
- PGS. - Pages
- OR. - Official Records Book



DESCRIPTION: (Proposed Franchise Agreement Line)

Begin at the northeast corner of Section 18, Township 28 South, Range 28 East, Polk County, Florida; thence West along the north line of said Section 18 to the northwest corner of said Section 18; thence along the east line of Township 28 South, Range 27 East, of said Polk County to the northeast corner of Section 13 of said Township 28 South, Range 27 East; thence West along the north line of Sections 13, 14, and 15, of said Township 28 South, Range 27 East, to the east line of the corporate limits of the Town of Lake Hamilton Florida in existence on April 1, 1999; thence South along said east line of the corporate limits of the Town of Lake Hamilton Florida to the southeast corner of said corporate limits of the Town of Lake Hamilton Florida and the north line of the corporate limits of the Town of Dundee Florida in existence on April 1, 1999; thence West along said north line of the corporate limits of the Town of Dundee Florida to the northwest corner of said corporate limits of the Town of Dundee Florida; thence South along the west line of said corporate limits of the Town of Dundee Florida to the southwest corner of said corporate limits of the Town of Dundee Florida; thence East along the south line of said corporate limits of the Town of Dundee Florida to the centerline of the right-of-way for U. S. Highway No. 27; thence South along said centerline of the right-of-way for U. S. Highway No. 27 to the intersection with the centerline of the right-of-way for State Road No. 540; thence East along said centerline of the right-of-way for State Road No. 540 and Main Street to the west line of Section 10 of Township 29 South, Range 27 East; of said Polk County; thence along said west line of Section 10 to the north line of the South 3/4 of said Section 10; thence East along said north line of the South 3/4 to the centerline of the right-of-way for Lee Boulevard; thence North along the said centerline of Lee Boulevard to the north line of said Section 10; thence East along the north line of Sections 10, 11, and 12 of aforesaid Township 29 South, Range 27 East to the west line of Township 29 South, Range 28 East, of said Polk County; thence North along said west line Township 29 South, Range 28 East to the northwest corner of said Township 29 South, Range 28 East; thence East along the north line of said Township 29 South, Range 28 East to the southeast corner of Section 31 of aforesaid Township 28 South, Range 28 East; thence North along the east line of Sections 31, 30, 19, and 18 of said Township 28 South, Range 28 East to the northeast corner of said Section 18 and the Point of Beginning.

DATE:
5, APRIL, 1999

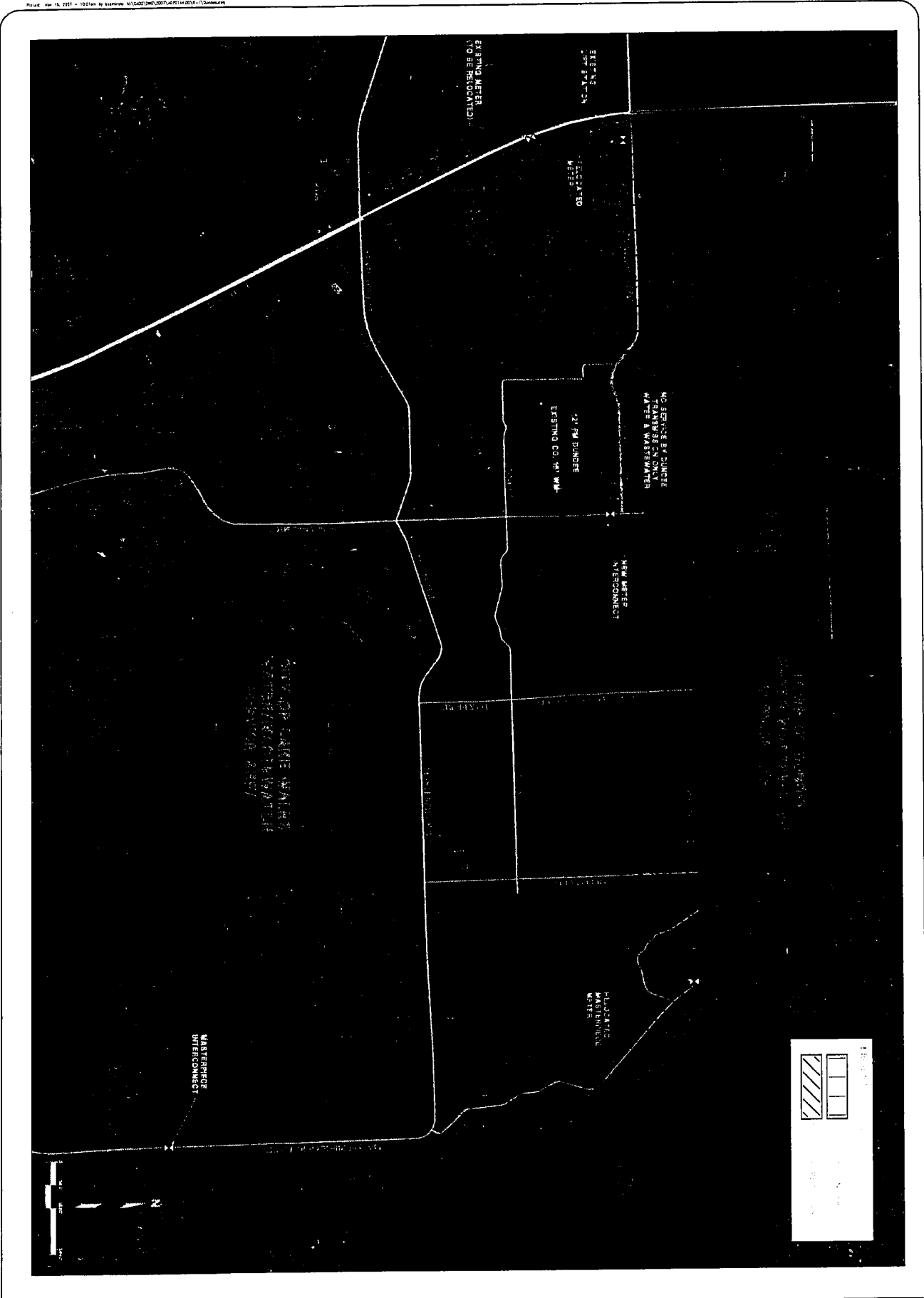

Robert A. Stevens
Florida Registered Surveyor and Mapper #5388
THE SURVEY CREW INC.
Certificate No. LB 5450
Street Address: 2105 Dundee Road
Winter Haven, Fl. 33883
Mailing Address: P.O. Box 9309
Winter Haven, Fl 33883
(941) 299-9900

THIS DRAWING NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DOCUMENT NUMBER DATE
00671 JAN 28 98
FPSC-COMMISSION CLERK

The SURVEY CREW INC.
2105 Dundee Road
P.O. Box 9309, Winter Haven
Florida 33889-9309
(813) 299-9900 Fax (813) 294-6185

DRAWN BY	R.A.S.		
CREW CHIEF		SEC. ,TWP. ,RNG.	SHEET NO.
CHECKED BY	R.A.S	DRAWING FILE: 5990115.DWG	1 OF 1
JOB NO.	5990115	DRAWING DATE: 4/5/99	5990115



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BY	APP

REVISED TOWN OF DUNDEE AND CITY OF LAKE WALES WATER & WASTEWATER SERVICE AREA BOUNDARY

DATE	BY	REVISION	REVISION	REVISION

DATE: _____

H. D. HARTMAN CONSULTING & DESIGN
 301 E. PINE STREET - SUITE 1000 - ORLANDO, FLORIDA 32801
 PHONE 407-440-0293 - FAX 407-440-2908