



AMENDED

TOWN COMMISSION MEETING AGENDA

April 08, 2025 at 6:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

(Each speaker shall be limited to three (3) minutes)

1. CIVILITY PLEDGE

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR APRIL 8, 2025

A. A. MINUTES:

1. MARCH 25, 2025, MEETING MINUTES:

B. B. AGREEMENTS:

1. Zambelli Fireworks 2025 Proposal

2. Valencia Ridge Reserve Hardship Order No 01-25

APPROVAL OF AGENDA

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

- 1. PROCLAMATION, NATIONAL LIBRARY WEEK**
- 2. PROCLAMATION, NATIONAL AUTISM AWARENESS MONTH**

NEW BUSINESS

- 3. DISCUSSION AND ACTION, RESOLUTION 25-08 RESERVE AT DUNDEE LAKES CERTIFIED SUBDIVISION PLAN**
- 4. DISCUSSION & ACTION RESOLUTION 25-09 EXTREME CAR CARE SPECIAL EXCEPTION**
- 5. DISCUSSION & ACTION, RESOLUTION 25-10 CAMP ROCK SUMMER PROGRAM**
- 6. DISCUSSION & ACTION, JUNETEENTH TEMPORARY ROAD CLOSURES**

REPORTS FROM OFFICERS

Polk County Sheriff's Office
Dundee Fire Department
Town Attorney
Department Updates
Town Manager
Commissioners
Mayor

ADJOURNMENT

PUBLIC NOTICE: Please be advised that if you desire to appeal from any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases, a verbatim record is required. You must make your own arrangements to produce this record. (Florida statute 286.0105)

If you are a person with disability who needs any accommodations in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the town clerk's office at 202 east main street, Dundee, Florida 33838 or phone (863) 438-8330 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.



Town of Dundee

Item 1.

TOWN CLERK

◆ 202 East Main Street ◆ P.O. Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330

Dear Town of Dundee Resident:

Welcome to the Town of Dundee. We are truly delighted to have you with us and sincerely appreciate your interest in our vibrant community. Your thoughts and participation are invaluable.

The Town Commission invites you to help us create meetings that are not only successful but also productive as we collectively navigate our legislative processes.

To ensure that every voice is heard, public comments are limited to three (3) minutes per person. In the event of multiple speakers, you may be kindly asked to shorten your remarks.

We encourage you to consider whether your question or comment has already been addressed, as this will help us make the most of our time together.

Public Comment cards are readily available and should be submitted to the Town clerk before the meeting begins. When you take the floor, please share your name and address for the record; and, in order to provide an opportunity for all members of the delegation to participate in the meeting, please also be mindful of the time limitations applicable for all public comment(s).

In the agenda for this public meeting, the section titled **“Delegation and Comments”** provides an opportunity for all members of the delegation to speak on any matter which may or may not be agendaized for consideration and/or discussion. In order to allow meaningful participation in the democratic process, please acknowledge and adhere to the Town’s “Pledge of Civility” in order to foster a respectful atmosphere. The Town Commission will not tolerate abusive language, threats, and/or any inappropriate conduct which includes, but shall not be limited to, inappropriate outbursts or addressing the commission out of turn.

These guidelines are crafted to help us govern efficiently and facilitate an orderly meeting. We genuinely hope you have a rewarding experience with your Town government.

Thank you once again for joining us!

Warm regards,

Mayor Sam Pennant



TOWN COMMISSION MEETING MINUTES

March 25, 2025, at 6:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER at 6:28 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION led by Mayor Pennant

RECOGNITION OF SERGEANT AT ARMS – Detective Carlos Raymondi

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS provided by Mayor Pennant

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Commissioner Richardson

Commissioner Pugh

Commissioner Quarles

Vice-Mayor Goddard

Mayor Pennant

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

(Each speaker shall be limited to three (3) minutes)

Mayor Pennant opened the floor for delegations; seeing none, the floor was closed.

Mayor Pennant asked for a moment of silence for the recently passed resident Mr. Kevin Kitto

LETTER OF CIVILITY presented

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR MARCH 25, 2025

The minutes being reviewed include minutes from the following meetings:

Item A. Minutes for March 11, 2025

Mayor Pennant opened the floor for public comment; being none, the floor was closed.

A motion was made to approve the minutes from the March 11, 2025, meeting, on the consent agenda by Mayor Pennant, seconded by Vice Mayor Goddard.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant

The motion passed unanimously.

Item B. Agreements

1. Respec Company Scope of Work

Mayor Pennant opened the floor for public comment; being none, the floor was closed.

A motion was made to approve the agreement on consent agenda by Vice Mayor Goddard, seconded by Commissioner Richardson

Voting in favor: Commissioner Quarles, Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant

The motion passed unanimously.

APPROVAL OF AGENDA

The following changes were made to the agenda:

- Agenda item #1 – Brynjulfson presentation was added to the agenda.
- Agenda item #4 – task order #4 was updated to task order #6

Mayor Pennant opened the floor for public comment: being none, the floor was closed.

A motion to approve the agenda with changes was made by Commissioner Pugh, seconded by Commissioner Richardson.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant

The motion passed unanimously.

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

A. WATER CONSERVATION MONTH

Mayor Pennant read the Water Conservation Month Proclamation. Receiving the proclamation was Utilities and Special Projects Administrative Assistant Melissa Glogowski.

NEW BUSINESS

1. DISCUSSION & ACTION, LAKE RUTH STORM POND SLOPE REPAIR

Public Works Director, Vice, presented the analysis.

The Stormwater department has been repairing this slope throughout the rainy season and has consulted with different contractors and staff to receive three (3) quotes for repairs and a long-term solution to prevent a washout occurring again. Staff is requesting a contractor to install an overflow structure and pipe with an outfall closer to Lake Ruth. Doing so will allow the pond to fill to a designated level and outfall any large amounts of water.

Mayor Pennant opened the floor for public comment:
Michelle Thompson inquired about the bid for this project.

A motion to approve the Lake Ruth Storm Pond repair was made with Odom Contracting by Commissioner Pugh and seconded by Vice Mayor Goddard.

Voting in favor, Commissioner Quarles, Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant

The motion passed unanimously.

2. DISCUSSION & ACTION, RESOLUTION 25-07 APPOINTMENT TO AUDITOR SELECTION COMMITTEE

Town Attorney Claytor provided the analysis for the Auditor Selection Committee.

Staff is seeking the appointment of Mr. Donaldson Barclay to serve as a member of the Auditor Selection Committee. Mr. Barclay is a resident of the Town and has expressed interest in serving this community. This appointment is to replace Committee Member Kevin Kitto.

Mayor Pennant opened the floor for public comment.

Michelle Thompson inquired about the placement of Mr. Barclay to the Auditor Selection Committee.

Motion made and seconded to approve the appointment Mr. Donaldson Barclay to the Auditor Selection Committee.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant

The motion passed unanimously.

REPORTS FROM OFFICERS

Dundee Fire Department

Town Attorney

No Comments

Department Updates

TownManager

Main Street Center use for April 1, 2025, for Commissioner Pugh.

Assistant Town Attorney Claytor commented that, pursuant to applicable Florida law, the Main Street Center should not be used for campaigning purposes.

Interviews for the Finance Director position will be scheduled shortly.

Summer Camp information registration is on April 10, 2025. Financial Aid programs are available.

Sgt. Anderson has been promoted to Lieutenant.

Commissioners

Rafeal Jamarillo encouraged everyone to get out and vote.

ADJOURNMENT at 8:48 p.m.

Respectfully submitted,

Erica Anderson

Erica Anderson, Town Clerk

APPROVAL DATE: _____

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TOWN COMMISSION MEETING

April 8, 2025, at 6:30 PM

AGENDA ITEM TITLE:	Zambelli Fireworks 2025 Proposal
SUBJECT:	The Town Commission will consider approval of the Zambelli Fireworks Proposal for 2025
STAFF ANALYSIS:	The Town utilizes Zambelli Fireworks each year for our Fourth of July fireworks display. Their price has increased this year from \$15,000.00 to \$20,000.00, representing an increase of \$5,000.00. Upon approval, the Town will proceed with reaching out to Zambelli to secure the contract for the 2025 display.
FISCAL IMPACT:	\$20,000.00
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Zambelli 2025 Proposal

Zambelli

FIREWORKS

FIREWORKS PROPOSAL TOWN OF DUNDEE, FL. JULY 4, 2025



Fireworks proposal prepared by
Ernie Simmons
Operations Manager
(863) 287-9168
epsimms@aol.com

Display Overview

Town of Dundee

Budget \$20,000.00

Insurance Liability Coverage: \$10 Million dollars (per show coverage) for each Fireworks Display. Zambelli uses the highest insurance premium in the industry

Permit/Fire Dept: Zambelli Fireworks will secure all needed permits (unless otherwise specified by the City) and organize plans directly with Fire and Safety Authorities.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of Florida.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

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Zambelli

FIREWORKS

Item B.

Product List-Dundee

Opening Finale

10-3" finale salute shells

20-3" color finale shells

Body of Program

150-3" color and pattern shells

100-4" color and pattern shells

24-5" color and pattern shells

27-6" color and pattern shells

4-100 shot 1.5" multishot cakes

2-408 Z shape multishot cakes

Grand Finale

20-3" finale salute shells

260-3" color finale shells

1827 Total shots

Program Philosophy

Generally speaking there's an opening segment, main body and grand finale of a fireworks display. Just as a great play or movie has various segments that flow together, firework shows are similar type productions that should never leave the audience wanting more or leaving disappointed.

There are fundamental basics that Zambelli Fireworks adheres to, with which we create the best displays in the industry. Some of these fundamentals include:

- **No Dead Air** Just as any TV, radio or Big Screen Production, "Dead-Air" is simply not acceptable. At any given time there will be multiple firings of shots and shells in the air for the display.
- **Shell Size Combinations** A common way for companies to set a show is to shoot all 2 inch shells, then all 3 inch shells, then all 4 inch shells, etc. While this makes it easy for a technician, it is simply boring. Zambelli technicians are trained to set shows to create the ultimate in shell combinations for the various firing sites. For example, firing two 3 inch Gold Kamuro Willow shell (400 ft.) and six 2.5 inch Purple Dahlias is a great, beautiful combination. Firing two 3 inch Pink strobing lights and six 2.5 inch white strobing lights within seconds offers up to 8 seconds of beautiful strobes covering 200 to 400 ft in the air.
- **Rhythm and Intensity** Just as many movies have a loud, action-packed car chase one moment followed by a romantic scene the next moment, fireworks productions also need to flow. A show that is too fast or too slow can get monotonous. Zambelli designs shows that one moment are a constant barrage of colors and booms while the next moment may be soft horsetail golden willows fluttering down from the sky one-by-one.
- **Finales** There's a major art to shooting a spectacular finale. Many people think a finale is simply shooting a lot of shells. While true from a quantitative standpoint, a finale must make sense in order to entertain most effectively. Zambelli designs finales that start slower and lower. For example, 3 inch peony finale shells fired every half-second for 20 seconds may then grow in intensity to include white or silver glittering for the next 20 seconds. Then larger 4 inch blue cracking spiders take over while 3 inch white coconut trees are laying the ground cover. Finally the 100 3 inch multi-color crossettes are covering the sky while the 3 inch titanium salutes are rumbling the skies for miles.

Details of Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention... "The show has just begun!" The opening barrage for your event will certainly impress as a barrage of assorted colors, effects, and noise shells fill the night's air.

The purpose of the opener is to impress on your audience that they are about to see something spectacular. A well-designed Zambelli opener will grab the crowd's attention and prepare them for a wonderful fireworks display.

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and choosing the perfect effects to complement one another to build themes. Some fireworks shells are designed to be extremely intense while others are designed to slow the pace down with beautiful, softer effects. The design team hand picks every display shell used to ensure a wonderful variety of effects. The audience will never see the same combinations of shells fired in a Zambelli production.

Different size shells will be breaking simultaneously throughout the display. This allows us to vary the intensity of the show, but more importantly create beautiful canvases of color and effect in the sky, that stimulate both visually and audibly.

BARRAGES OF MULTI-SHOT DEVICES: Multi-shot devices or barrage cakes are used to add to the dynamics of the show. Zambelli Fireworks uses only the highest quality Barrages with innovative effects, colors, and angles. These devices incorporate effect sizes from 1" to 2".

Zambelli

FIREWORKS

Item B.

GRAND FINALE: and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the best and biggest finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titaniumsalutes will be the magical ending of the grand display. The finale will be fired from multiple positions with dynamic angles. The incorporated shells, with multiple different sizes and effects, will cover every inch of sky from 150 to 300 ft in the air.

The Finale will be LARGE, but classy. Effects will be fired at angles to light up a larger portion of the sky rather than create an area of overlapping colors. After an intense array of colors, effects, and sounds, the final few seconds of the Display will fire a barrage of gold hanging effects that will linger in the sky well after the last shell breaks.

Products:

Zambelli Fireworks carries an inventory of display shells that is more than 2,000 unique shapes, colors, patterns or varieties from nearly a dozen manufacturers. During the 2017 July 4th display season Zambelli fired more than 1,200 different types of unique shells during the opener, body and finale of shows. It would be next to impossible to discuss every single shell in detail and provide information on each one.

Zambelli chooses fireworks from a number of different manufacturers from around the world to provide audiences with both unique and creative products. Sunny, PyroEast, Vulcan, Dominator and Dancing products all come from premium Chinese manufacturers. Cabeller shells are very premium Spanish shells. Panzera from Italy make the best multi-shot shells and roman candles in the industry. Hosoya Japanese shells provide some of the best willow and kamuro shells in the world. Lastly, Zambelli still manufactures shells, some of which will be seen during the display.

WHY CHOOSE ZAMBELLI?

Zambelli Fireworks prides itself on being able to provide the largest “bang for your buck.” We have a Florida network which is unrivaled in the industry. With our offices in Boca Raton, a permanent storage facility in Okeechobee, and technicians around the state, Zambelli can pass the savings these local facilities provide, onto you. We can offer more shells, regular site visits for safety, and local technicians and management to ensure you receive the best production possible.

Zambelli Fireworks believes in honesty and integrity as a core company philosophy. We invite, and encourage, our clients to audit our firing sites for quality and quantity of our fireworks and equipment.

Experience and Qualifications

Proudly known as the "First Family of Fireworks," Zambelli Fireworks is one of the oldest and largest American fireworks companies.

The corporate headquarters and main plant operations are based in New Castle, PA. The southeast regional office is located in Boca Raton, FL and the western office is located in Bakersfield, CA. Zambelli Fireworks currently employees over 40 full-time individuals and thousands of trained, qualified pyrotechnicians. All full-time staff and technicians working with your display will be fully trained, federally approved, Zambelli employees.

The Zambelli family has manufactured the highest quality fireworks and has presented artistic excellence in fireworks displays for over 100 years.

The Zambelli name is recognized and respected, worldwide. Competitors strive to achieve the name recognition that Zambelli Fireworks commands today.

Zambelli

FIREWORKS

Zambelli Fireworks is known worldwide for setting the industry standard in show design and technology.

George Zambelli, Sr. was the pioneer of Zambelli Fireworks for over 65 years. His father, Antonio Zambelli, brought the artistry to New Castle, PA from Italy.

George Zambelli Jr., current Chairman of the Board, is carrying on the Family Tradition of "Lighting Up the Skies!" The Zambelli family and year-round professional staff of technicians, designers, office staff and administrators are here to assist and guide you in the development and implementation that is specific for your fireworks event. We have a team of individuals ready to make your event an extreme success.

Many of the most sought-after master pyrotechnicians in the industry are longtime employees of Zambelli Fireworks.

Experience means quality. Zambelli Fireworks is proud to have a number of individuals who have made long careers within the pyrotechnics industry. The Senior Plant Manager has over 35 years experience in fireworks, the Senior Choreographer/Show Designer has over 25 years experience in fireworks, and the Senior Product Manager has over 25 years experience choosing the highest quality shells and equipment. These individuals' dedication to the artistry of pyrotechnics creates a scenario for quality fireworks shows for every client, large and small.

There's a tremendous dedication to technician training to ensure the most safe display with the highest quality production.

All of our display technicians have attended Zambelli Fireworks' extensive training program and have met all of the rigid safety procedures, which exceed state and federal requirements. We offer a number of different training courses with extensive classroom and hands-on training, per year, around the country. New technicians must also work alongside experienced technicians to gain competence and meet the highest safety, regulatory, and overall performance standards.

Zambelli Fireworks exists as the largest fireworks company in the United States for one reason...customer service and satisfaction EVERY SHOW!

Zambelli Fireworks is proud to be the largest fireworks company in the United States. However, we cannot rest on our laurels by simply being the largest. We must prove our quality and customer satisfaction to every client, on every show, every time. Clients trust us to successfully produce thousands of displays every year. Our goal is to outperform with every show, large or small.

COMPANY EXPERIENCE:

Internationally Known Programs

The Statue of Liberty, Super Bowls, Presidential Inaugurations, Visits of Kings and Queens, Times Square New Years Eve, Mount Rushmore, Washington D.C. and New York City Fireworks displays, Kuwait Display for the Troops in the First Gulf War and many more historical events.

Top U.S. Festivals and Civic Celebrations

Thunder Over Louisville/Kentucky Derby Festival, Minneapolis Aquatennial, Pittsburgh 250th Anniversary, Boise Riverfest, Macon Cherry Blossom Festival, the North Carolina State Fair, Canton Football Hall of Fame, Tampa Gasparilla Celebration, the Florida State Fair and many more.

Sports Franchises and Venues

Detroit Tigers, Pittsburgh Pirates, Baltimore Orioles, Colorado Rockies, Washington Redskins, Pittsburgh Steelers, Ft. Myers Miracle, Carolina Mudcats, Buffalo Bison, Charleston Riverdogs, Winston-Salem Wart Hogs, Louisville Bats, Clemson University, University of Miami, ACC Championship Game (Tampa), St. Petersburg Bowl (Tropicana Field) and a number of other College and HS Football venues.

Florida and Caribbean Displays

Tampa Gasparilla Pirate Festival, Annual FFEA conference, Edison Ft. Myers Festival of Light, Orlando July 4th, Boca Raton July 4th, Sanibel Island July 4th, Naples July 4th and New Year's Eve, Sarasota July 4th, the Florida State Fair, Coconut Creek Festival, City of Winter Haven, Nevis West Indies, St. Thomas NYE, Puerto Rico NYE, and many more!

Your Personalized Zambelli Fireworks Team and Technicians

Ernie Simmons
Operations Manager
Senior Project Manager
863-287-9168 cell epsimms@aol.com

Ernie has worked with Zambelli Fireworks since 1978 designing, shooting and training technicians. His primary roles include training both fireworks technicians and Fire Marshals/Safety Officials, and of course lead technician on dozens of shows annually.

Tony Sawdey
Project Manager/Storage Facility Manger
(941) 232-2114 Cell
mikesimmons@zambellifireworks.com

Tony has been designing and displaying shows for Zambelli Fireworks for more than 25 years. He also oversees displays primarily on the East Coast of Florida. Toney is also the Storage Facility Logistics and Inventory manager for the Florida ATF facility. He will spend significant time coordinating the logistics of the display.

Danielle Fredrickson
Senior Customer Service Manager
561-395-0955
daniellefredrickson@zambellifireworks.com

Danielle is the person who works behind the scenes to make everything regarding the fireworks show logistics come together. She will work on the permit applications, certificates of insurance, technician coordination, area site maps, and can answer any question you may have regarding your fireworks display.

Zach Taminosian
Senior Designer/Choreographer
561-395-0955 office
239-225-8012 cell zach@zambellifireworks.com

Zach has worked for Zambelli Fireworks for more than twelve years. His in-depth knowledge of show design and choreography is second-to-none. He is tasked with designing some of the largest displays in the United States. Zach also works tirelessly to buy the best fireworks from around the world

Chrysanthemums



Description: Typically a spherical break of colored stars that leave a trail or sparks behind. May include pistils (center multi break stars) or other features such as multicolored, half and half, cracking, etc.

Body

Red Chrys
Green Chrys
Yellow Chrys
Blooming Silvery Chrys
Blue Chrys
Red, White and Blue Chrys
Green to Purple Chrys
Varied Colorful Flowers
Multi-Color Chrys
Golden Chrys w/rising tails
Silver to Purple Chrys
Glittering Silver to Red Chrys
Purple Chrys with White Pistil
Red Chrys with white Pistil
Gold Wave to Red/Blue Chrys

Red to Blue Chrys.
Silver to Green Chrys.
Gold Chrys. w/ rising tails
Glitter Silver to Red Chrys
White Twinkling Chrys.
Spangle Chrys. w/rising tails
Orange Chrys. w/rising tails
Purple Chrys
Yellow Chrys
Silver Chrys w/rising tails
Silver to Green Chrys
Variegated Rainbow Chrys
Green Chrys with Green Pistil
Silver and Gold Chrys
Multi-Color Chrys to Popping Flowers

Peonies



Description: Typically a spherical break of colored stars that leave no trail or sparks behind. May include pistils (center multi break stars) or other features such as multicolored, half and half, cracking, etc.

Body

White Peony
Silver Wave to Purple Peony
Yellow Peony
Purple Peony w/Gold Palm
Variegated Peony (rainbow)
Red, White and Blue Peony
Silver to Red Peony
Orange Peony
Silver Wave to Blue Peony
Red to Silver Peony
Golden Peony
Red and Green Peony
Color Changing Peony
Popping Peony (Red)
Half Blue Half Red Peony
Half Green Half White Peony
Pink Peony
Green to Silver to Blue Peony

Blue Peony w/Blue Palm Tree.
Multi-Colored Peony
Green Peony w/Gold Palm Tree
Red to Blue Peony
White Peony w/Blue Pistil
Glittering Peony
Silver to Blue Peony
Half Green Half White Peony
Silver Wave to Purple Peony
Green to Purple Peony
Blue Peony w/titanium reports
Blue to Silver Peony
Sparkling Peony w/Pistil
Popping Peony (White)
Half White Half Red Peony
Golden Waves to Purple Peony
Brilliant Orange Peony
Red to White to Blue Peony

Crossettes



Description: A crossette is a unique shell that breaks into 6 or 8 arms. Then, after some delay, those arms again break into multiple arms criss-crossing each other in a grid-like fashion throughout the sky. Larger caliber shells may even have a third break in all of the arms.

Blue Crossettes
Red to Blue Crossettes
Variegated Rainbow Crossettes
Crackling Crossettes
Red to Green Crossettes
Green to Purple Crossettes
Red Crossette Palm Tree
White Flitter Crossettes

Green to Blue Crossettes
Silver Crossettes
Purple and White Crossettes
Gold Crossettes w/rising tails
Green Crossette w/green Tails
Rainbow Crossettes w/red Tails
Blue Crossette Palm Tree
Silver Crossettes

Duration/Lingering Effects (Willows, Brocades, Kamuros)



Description: A Long Duration/Lingering Effect is like a Chrysanthemum but burns slowly to the ground leaving a trail of aerial spark dust. These shells are many times gold or silver with various color tips, color changing, or have various colored centers. Zambelli uses many long duration effects at the end of finales to create a sky of gold or silver.

Twilight Glitter w/Purple
Brocade Crowns
Brocade Crown to Purple
Variegated Falling Leaves
Long Duration Kamuro
Pixie Dust Willows
White Poca Shells

Twilight Glitter w/Red
Long Duration Red Falling Leaves
Brocade Crown to Red
Purple Falling Leaves
Super Brocade Crowns
Ultra-Long Duration Gold Kamuro
Gold Poca Shells

Dahlias



Description: A Dahlia shell is like a peony but uses dramatically larger and fewer stars to create brighter, wider trails of sparks through the air. They are typically very bold, defined colors used to mix up the pace of a show. They many times are also used in finales.

Assorted Color Dahlia
Green Dahlia w/Pistil
Yellow Dahlia w/Pistil
Pink Dahlia
Gold Strobe Dahlia
Red Strobe Dahlia
Variegated Dalia
Purple and Red Dahlia

Blue Dahlias w/Pistil
Red Dahlia w/Pisitl
Red and Blue Dahlia
Silver Dahlia
Blue Strobe Dahlia
Purple Strobe Dahlia
White Dahlie w/Purple Tips
White Dahlia w/Red Tips

Patterns



Description: Pattern shells come in a variety of shapes, sizes and depictions. Most notable shapes are shells with stars in patterns of hearts, smile faces, Saturn or other planet blasts, 4-leaf clovers, wagon wheels, etc.

Red Palm Trees
Red Hearts
Green to Purple Ring
Octopus Shells
Saturn Rings
Smile Faces
Green to Blue Crossing Rings
Bowtie in Ring

Blue Palm Trees
Triple Rings
Saturn Blasts
Meteor Rings
Crackling Palm Trees
Triple Rings w/scattering stars
Half White Half Purple Ring White/Red

Specialty Shells



Description: There's a variety of specialty, premium shells that include horsetail willows, scattering stars, bees, falling leaves, Palm Trees and other unique designs and effects.

Silver Bees
Horsetails
Large Silver Whirls (Serpents)
Trees of Many Colors
Peacock Feathers
Thousands of Gold Waves
Peacock Tails
Silver and Purple Strobes
Treasure Chests
Green Magnesium to Fast Strobe
Multi-Color Shell of Shells

Blue Bees
Aluminum King Shells
Blue and Red Spiders
Kaleidoscopes
Gold Sparkling Kamikazes
Thousands of Red Waves
Red, White, Blue Dragon Eggs
Popping Flowers
Red Shell of Shells
Green Shell of Shells
Tourbillion and Multi-Color

Zambelli

FIREWORKS
Specialty Noise



Description: Noise shells come in many different types. The most popular are cracking, whistling or screamers, thousands of popping flowers, and the extremely loud titanium salutes.

Cracking Delight
Diamond Screamer Whistles
Crackling Double Rings
Crackling Coconut Trees
Twice Crackling Rain
Blue Crackling Flowers
Artillery Titanium
Gold Crackling Chrys

Serpents with Reports
Large Silver Screaming Whirls
White and Green Scattering
Blue Crackling Spiders
Tourbillion w/Reports
Green Crackling Flowers
Thundering Tourbillions
Whistles and Stars

Zambelli

FIREWORKS

Item B.

Barrage Cakes



Description: Barrage Cakes or Multi-shot devices are designed to significantly enhance fireworks displays by adding hundreds of rapid-fire shots of various effects. They are mainly used to create tableaus in tandem with aerial shells breaking around the multishot devices. Below are an example of the various types and designs.

- | | |
|--|---------------------------------------|
| 35 Shot White Flitter Comet Box | 119 Shot Rapid Fired Gold Comets |
| 35 Shot Red Crossette Fan Box | 192 Shot Fast Pearl Zippers |
| 35 Shot Thunder Tourbillion Fan Box | 96 Shot Peacock Tails |
| 35 Shot Dragon Eggs w/Tails | 140 Shot Silver Rain |
| 36 Shot Silver Fish with Tourbillion | 80 Shot V-Shape Silver Coconuts |
| 36 Shot Assorted Colorful Falling Leaves | 80 Shot V-Shape Rainbow Chrys. |
| 36 Shot Gold Twinkling Kamuro Box | 200 Shot Whistling Comets |
| 36 Shot Red and Blue Crossettes | 70 Shot Z-Shape Midnight Snow |
| 49 Shot Red and Silver Moons | 400 Shot V Shape Rapid Fire Box |
| 49 Shot Red Crackling Tails | 408 Shot Zipper Rapid Fire Box |
| 49 Shot Silver Crossettes | 300 Shot Finale Comet Box |
| 49 Shot Red and Green Crossettes | 665 Shot Silver Barriers |
| 100 Shot Hammer Boxes | Angle Wipe Devices – (various angles) |
| 100 Shot Brocade Crowns | Zipper Curtain Devices |
| 100 Shot Blue Crossettes with Tails | Zipper Chase Devices |
| 100 Shot Variegated Peonies | Fan Chase Devices |
| 136 Shot W Shape Purple Kamuro | 136 Shot W-Shape Silver to Green |
| 300 Shot 8 Shape White Strobe | 300 Shot 8 Shape Red Pear Comets |
| 372 Shot W-Shape Golden Willow | 408 Shot Z Shape Lime Green Pearl |

Pompano Beach P-47-17

Zambelli Fireworks has had no litigation within the past 5 years

Zambelli

FIREWORKS

Item B.



TOWN COMMISSION MEETING

Item B.

April 08, 2025, at 6:30 PM

AGENDA ITEM TITLE: Valencia Ridge Reserve Hardship Order No. 01-25

SUBJECT: REQUEST: Pursuant to *Section 5(i) of the Town of Dundee Ordinance No. 24-09*, Welsh Road Land Investments, LLC (the "Applicant") requested an exception to the moratorium imposed by *Town of Dundee Ordinance No. 24-09* for the Valencia Ridge Reserve development arising out of extraordinary hardship(s).

STAFF ANALYSIS: The Town has experienced significant and unprecedented residential growth in a short time resulting in new residential annexations, land use modifications, rezonings, major Planned Unit Development (PUD) amendments, master planned communities, and phased residential development(s) resulting in significant increased demand for Town-provided utility services which includes, but shall not be limited to, potable water utility service(s); and, as a direct result of the unprecedented number of proposed and/or approved new residential development projects within the corporate limits of the Town, the Town is at and/or has exceeded its maximum allocable daily potable water capacity permitted under the Town's current consumptive water use permits (WUPs) issued by the Southwest Florida Water Management District (SWFWMD).

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: Hardship Order
Exhibits A-D

Town Commission of the Town of Dundee, Florida
 Hardship Order No. 01-25
 Valencia Ridge Reserve
 Public Hearing – February 25, 2025

IN AND FOR THE TOWN OF DUNDEE, FLORIDA
 BEFORE THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA

ORDINANCE 24-09: HARDSHIP ORDER NO. 01-25
IN RE: VALENCIA RIDGE RESERVE
PARCEL NUMBER(S): SEE ATTACHED HARDSHIP APPLICATION
LEGAL DESCRIPTION: SEE ATTACHED HARDSHIP APPLICATION

REQUEST: Pursuant to *Section 5(i) of the Town of Dundee Ordinance No. 24-09, Welsh Road Land Investments, LLC* (the “Applicant”) requested an exception to the moratorium imposed by *Town of Dundee Ordinance No. 24-09* for the Valencia Ridge Reserve development arising out of extraordinary hardship(s).

ORDER DENYING HARDSHIP APPLICATION

The Town of Dundee (the “Town”) is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution.

Section(s) 163.3161 through 163.3215, Florida Statutes (2024), the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and mandates That the Town plan for future development and growth.

The Town has experienced significant and unprecedented residential growth in a short time resulting in new residential annexations, land use modifications, rezonings, major Planned Unit Development (PUD) amendments, master planned communities, and phased residential development(s) resulting in significant increased demand for Town-provided utility services which includes, but shall not be limited to, potable water utility service(s); and, as a direct result of the unprecedented number of proposed and/or approved new residential development projects within the corporate limits of the Town, the Town is at and/or has exceeded its maximum allocable daily potable water capacity permitted under the Town’s current consumptive water use permits (WUPs) issued by the Southwest Florida Water Management District (SWFWMD).

Pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the “Code”) and Section 6.01.07.03 of the Town of Dundee Land Development Code (the “LDC”), a *Concurrency Developer’s Agreement* has been required as a condition of approval for any *Town of Dundee Certified Subdivision Plan* (“CSP”) in order to provide, at a minimum, as follows: (1) detail the Town’s inability to currently provide allocable potable water capacity; (2) detail the necessary expansion of the Town’s potable water

Town Commission of the Town of Dundee, Florida
Hardship Order No. 01-25
Valencia Ridge Reserve
Public Hearing – February 25, 2025

treatment facilities in order to serve the proposed development; and (3) detail the terms and conditions under which the Town will provide potable water utility service(s) to and/or for the proposed project which is the subject of the CSP.

The *Concurrency Developer’s Agreement(s)*, which are required as a condition of approval for any CSP, clearly and unequivocally identifies that the Town does not presently have the necessary utility infrastructure, utility facilities, and/or allocable potable water capacity to serve the proposed residential development.

On July 12, 2022, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the “Town Commission”) passed and adopted *Town of Dundee Ordinance No. 22-17* (the “PUD Ordinance”) approving the change in zoning from moderate-density residential (RSF-2) to Planned Unit Development-Residential (PUD-R) with conditions for certain real property which is the subject of the Valencia Ridge Reserve development.

A copy of the PUD Ordinance is attached hereto as **Exhibit “A”** and made a part hereof by reference.

On September 10, 2024, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Ordinance No. 24-09* (the “Ordinance”) establishing a moratorium on the acceptance and processing of applications for residential annexations, rezonings, building permits, planned developments, master planned communities, development order(s), and development permits, amongst others.

A copy of the Ordinance is attached hereto as **Exhibit “B”** and incorporated herein by reference.

On February 11, 2025, pursuant to *Section 5(i) of the Ordinance*, the Applicant submitted the *Town of Dundee Development Services – Hardship Application* and all required and relevant documentation (collectively referred to as the “Application”) to the Town in order to request certain exception(s) from the moratorium.

A copy of the Application is attached hereto as **Exhibit “C”** and incorporated herein by reference.

On February 25, 2025, at a duly noticed public meeting, the Town Commission found that the Valencia Ridge Reserve development (the “Development”) has not received and/or obtained the necessary *development permits* and/or *development orders*¹ allowing for horizontal construction on and/or for the Development which includes, but is not limited to, Town Commission approval of any proposed certified subdivision

¹ For purposes of this Order, the terms *development order* and *development permit* shall have the meaning(s) provided in §163.3164, *Florida Statutes (2024)*.

Town Commission of the Town of Dundee, Florida
Hardship Order No. 01-25
Valencia Ridge Reserve
Public Hearing – February 25, 2025

plan for the Development; and therefore, based on the evidence and testimony presented, the Town Commission found and determined that the Applicant failed to satisfy the requirements set forth in the Ordinance for a hardship.

On February 25, 2025, at a duly noticed public meeting, the Application was presented to and considered by the Town Commission at a public hearing and with a quorum present and voting; and, based on the competent substantial evidence and testimony presented by Applicant's representative, the Town Commission unanimously voted to enter this **ORDER DENYING HARDSHIP APPLICATION** (the "Order").

The meeting minutes (the "Minutes") for the public hearing of the Town Commission on and/or for the Application, which was held on February 25, 2025, are attached hereto as **Exhibit "D"** and incorporated herein by reference.

A quorum of the Town Commission present and voting, at a duly noticed public meeting, as required by *Town of Dundee Ordinance No. 24-09* and applicable law, and a vote by the majority in favor of entering this **ORDER DENYING HARDSHIP APPLICATION**.

[Remainder of page intentionally blank]

DONE AND ORDERED by the Town Commission of the Town of Dundee, Florida, on the 25th day of February, 2025.

Town Commission of the Town of Dundee, Florida
Hardship Order No. 01-25
Valencia Ridge Reserve
Public Hearing – February 25, 2025

TOWN OF DUNDEE, FLORIDA

Joseph Carbone, Interim Town Manager

Attest:

Erica Anderson, Town Clerk

Approved as to Form:

Frederick J. Murphy, Jr., Town Attorney

ORDINANCE NO. 22-17

AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM MODERATE-DENSITY SINGLE-FAMILY RESIDENTIAL (RSF-2) TO PLANNED UNIT DEVELOPMENT-RESIDENTIAL (PUD-R) ON APPROXIMATELY 161.1 ACRES OF LAND, LOCATED EAST OF STATE ROAD 17 (SCENIC HIGHWAY), SOUTH OF LAKE MABEL LOOP ROAD, AND NORTH OF ALMBURG ROAD FURTHER DESCRIBED AS PARCELS: 272835-000000-034020, 272835-000000-032040, 272835-000000-043030, 272835-000000-043010, 272835-000000-031020, 272835-000000-032010, 272835-000000-032020, 272835-000000-014020, 272835-000000-041010, 272835-000000-013000, AND 272835-000000-014010; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Thomas Thayer (the "Applicant") requests a change of zoning from Moderate Density Single Family Residential (RSF-2) and lake to Planned Unit Development-Residential on approximately 161.1 acres of land, located east of State Road 17 (Scenic Highway), south of Lake Mabel Loop Road, and north of Almburg Road; and

WHEREAS, the Planned Unit Development Process (updated through Ordinance 13-09) establishes five Planned Unit Development Districts, including Planned Unit Development-Residential (PUD-R); and

WHEREAS, the proposed Master Development Plan, which is known as the Valencia Ridge Reserve, is consistent with the Future Land Use Element of the Dundee Comprehensive Plan; and

WHEREAS, the real property which is the subject of this Ordinance constitutes less than five percent (5%) of the municipally zoned area of the Town; and

WHEREAS, on April 21, 2021, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting considered the Applicant's request for rezoning as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on April 21, 2022, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

ORDINANCE NO. 22-17**Page 2**

WHEREAS, on April 21, 2022, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town's Planning and Zoning Board voted to recommend approval of the Applicant's request for the rezoning as set forth in this Ordinance to the Town Commission; and

WHEREAS, as a result of this Ordinance being initiated by the Applicant (not the municipality), the Town Commission of the Town of Dundee held duly noticed public hearings regarding the parcel shown on Exhibit "A" in accordance with Section 166.041 (3), Florida Statutes, to provide the public an opportunity to be heard, obtain public comment, and receive and consider all written and oral testimony presented during such public hearings, including supporting documentation; and

WHEREAS, in exercise of its authority, the Town Commission of the Town of Dundee has determined it necessary to amend the Official Zoning Map to change the Town zoning classifications assigned to this property, adopt the Master Development Plan and associated conditions.

NOW, THEREFORE, be it enacted by the Town Commission of the Town of Dundee, Florida:

Section 1. The official zoning map of the Town of Dundee is amended so as to change the Town zoning classifications from Moderate-Density Single-Family Residential (RSF-2) and lake to Planned Unit Development-Residential (PUD-R) on approximately 161.1 acres of land, located east of State Road 17 (Scenic Highway), south of Lake Mabel Loop Road, and north of Almburg Road further described as parcels: 272835-000000-034020, 272835-000000-032040, 272835-000000-043030, 272835-000000-043010, 272835-000000-031020, 272835-000000-032010, 272835-000000-032020, 272835-000000-014020, 272835-000000-041010, 272835-000000-013000, and 272835-000000-014010, as shown in Exhibit "A".

Section 2. All property located within the Valencia Ridge Reserve PUD property is hereby zoned Planned Unit Development-Residential (PUD-R) Zoning District and the provisions of the Land Development Code, and special conditions attached hereto shall govern further public review and development of the property within this District.

Section 3. The Master Development Plan (MDP) for this Planned Unit Development attached hereto as Exhibit "B" is approved in accordance with Article 7.09.03 of the Unified Land Development Code of the Town of Dundee for the total property known as the Valencia Ridge Reserve PUD, including development requirements attached hereto as Exhibit "C" and additional special conditions attached hereto as Exhibit "D" and made a part hereof.

ORDINANCE NO. 22-17

Page 3

Section 4. Repealing. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect.

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Codification. This Ordinance shall not be codified in the Code of Ordinances of the Town of Dundee, Florida. A certified copy of this enacting ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

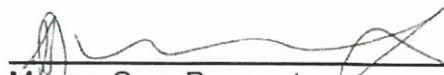
Section 7. Administrative Correction of Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 8. Effective Date. The effective date of this ordinance shall be immediately upon passage on second reading.

INTRODUCED on first reading this 28th day of June, 2022.

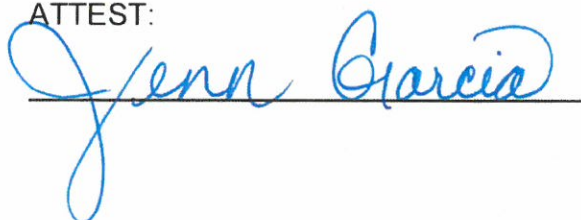
PASSED on second reading this 12th day of July, 2022.

TOWN OF DUNDEE, FLORIDA



Mayor- Sam Pennant

ATTEST:



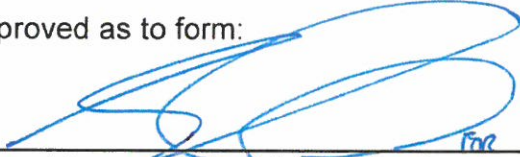
Jenn Garcia

ORDINANCE NO. 22-17

Page 4

Town Clerk – Jenn Garcia

Approved as to form:



for
Town Attorney - Frederick J. Murphy, Jr.

ORDINANCE NO. 22-17
Page 5

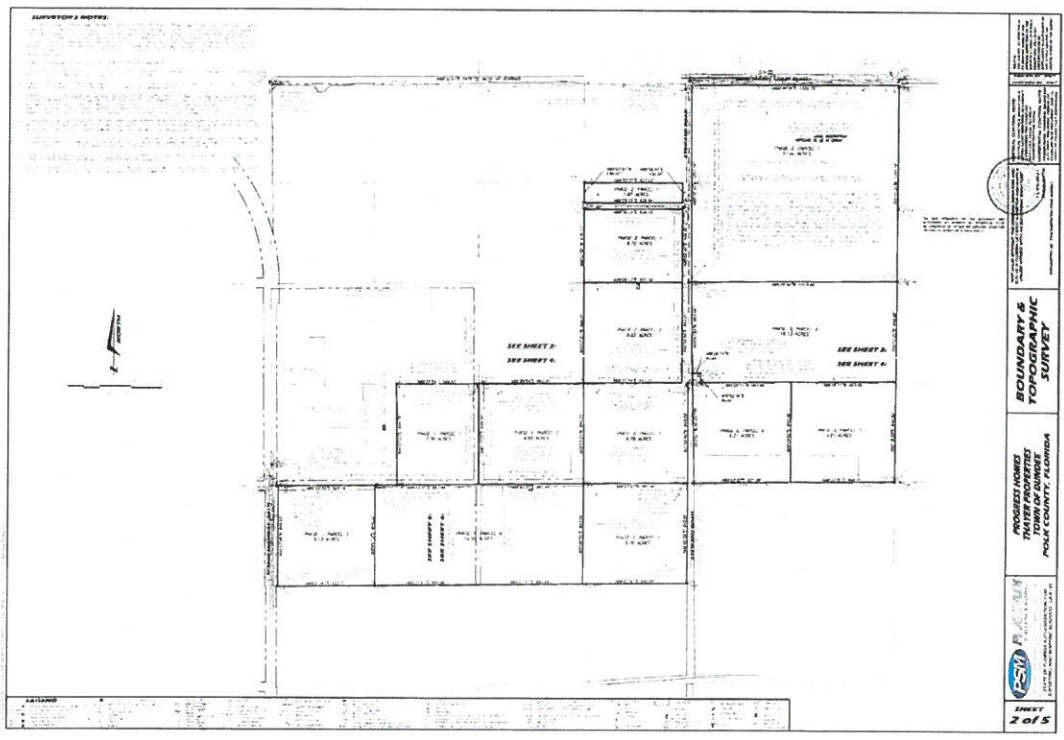
Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 1 of 6

The parcels listed below and illustrated on the map on the following five pages.

Parcels 272835-000000-034020, 272835-000000-032040, 272835-000000-043030, 272835-000000-043010, 272835-000000-031020, 272835-000000-032010, 272835-000000-032020, 272835-000000-014020, 272835-000000-041010, 272835-000000-013000, and 272835-000000-014010.

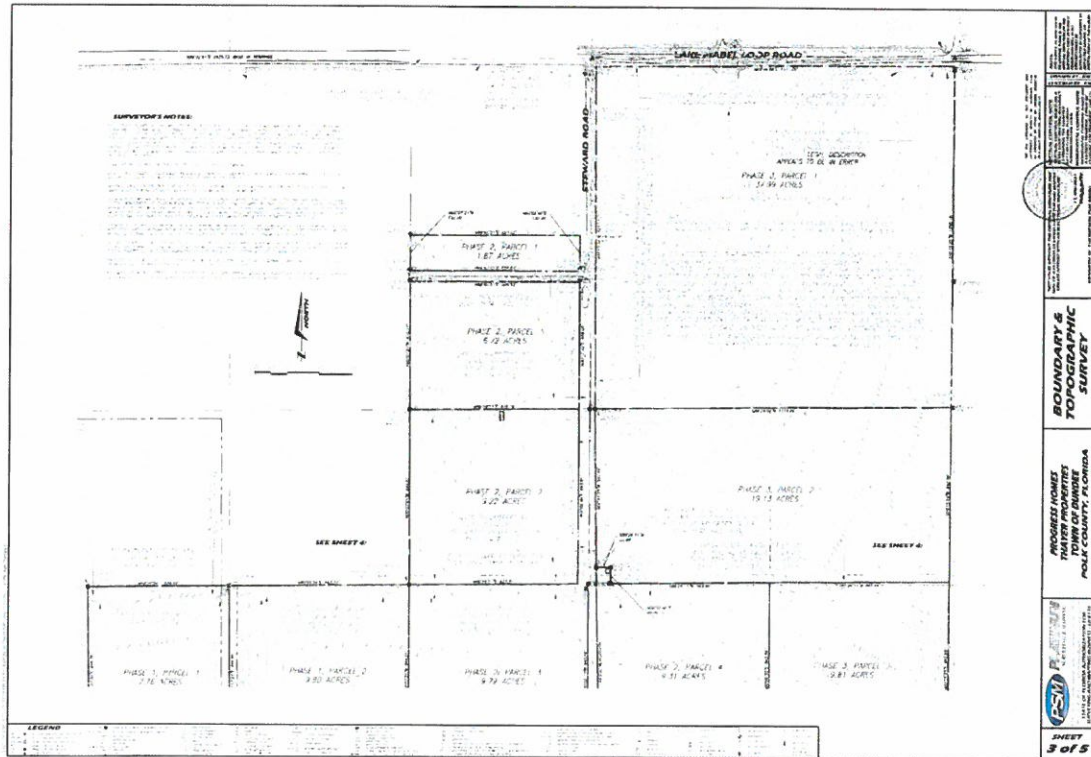
ORDINANCE NO. 22-17
Page 7

Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 3 of 6



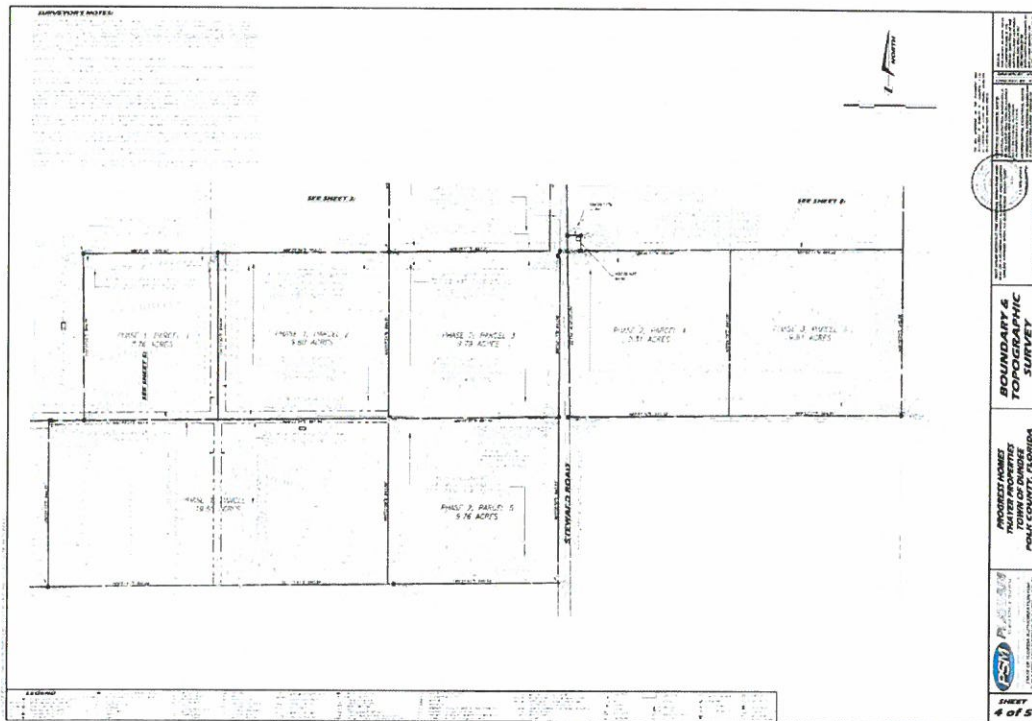
ORDINANCE NO. 22-17
Page 8

Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 4 of 6



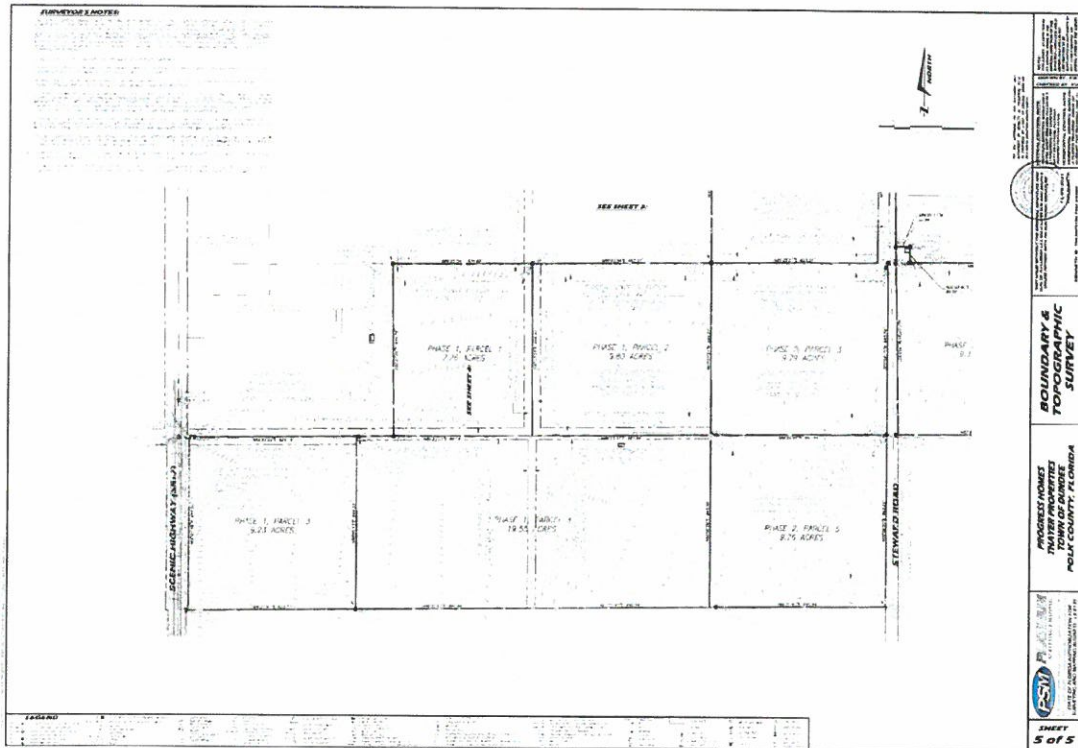
ORDINANCE NO. 22-17
Page 9

Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 5 of 6

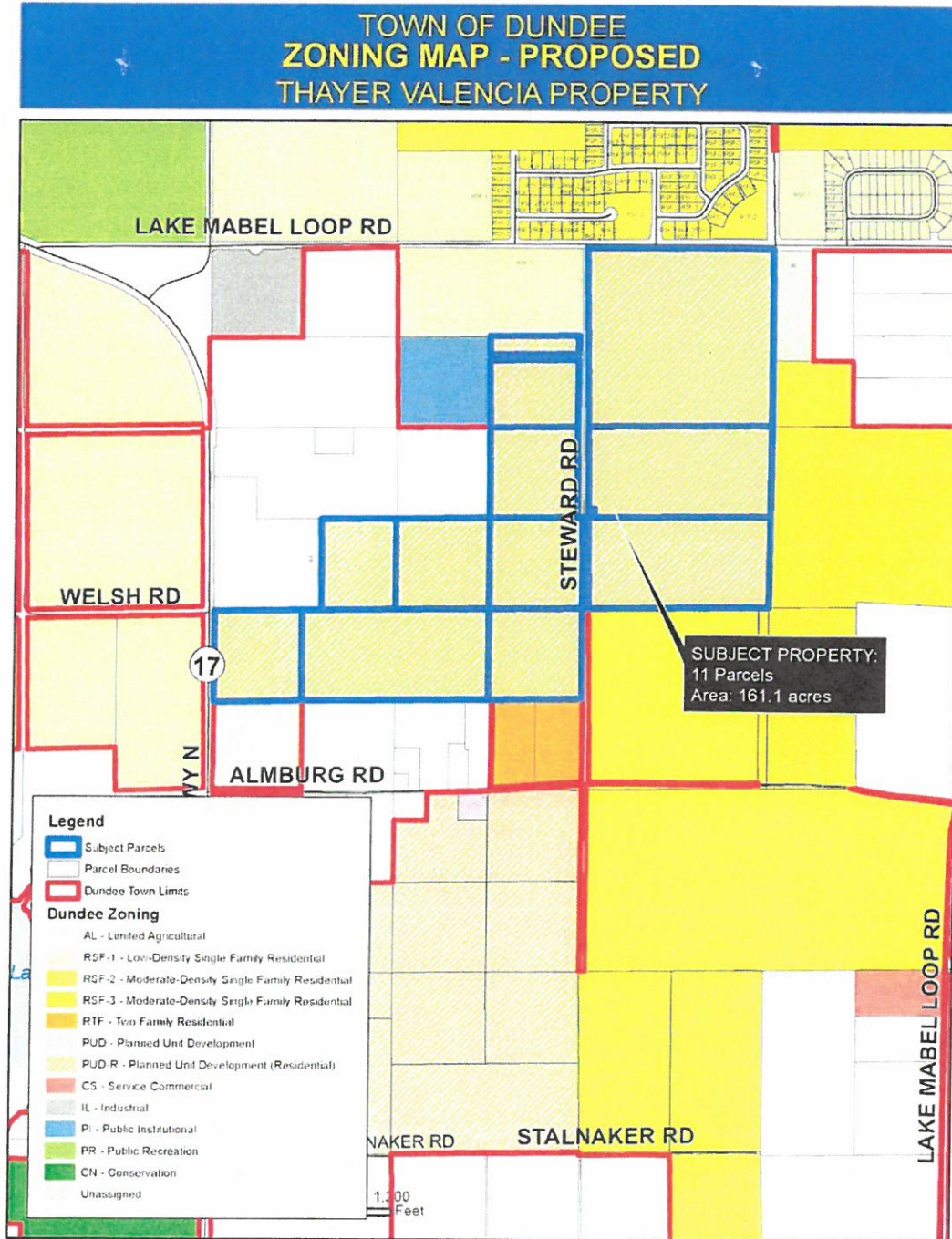


ORDINANCE NO. 22-17
Page 10

Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 6 of 6

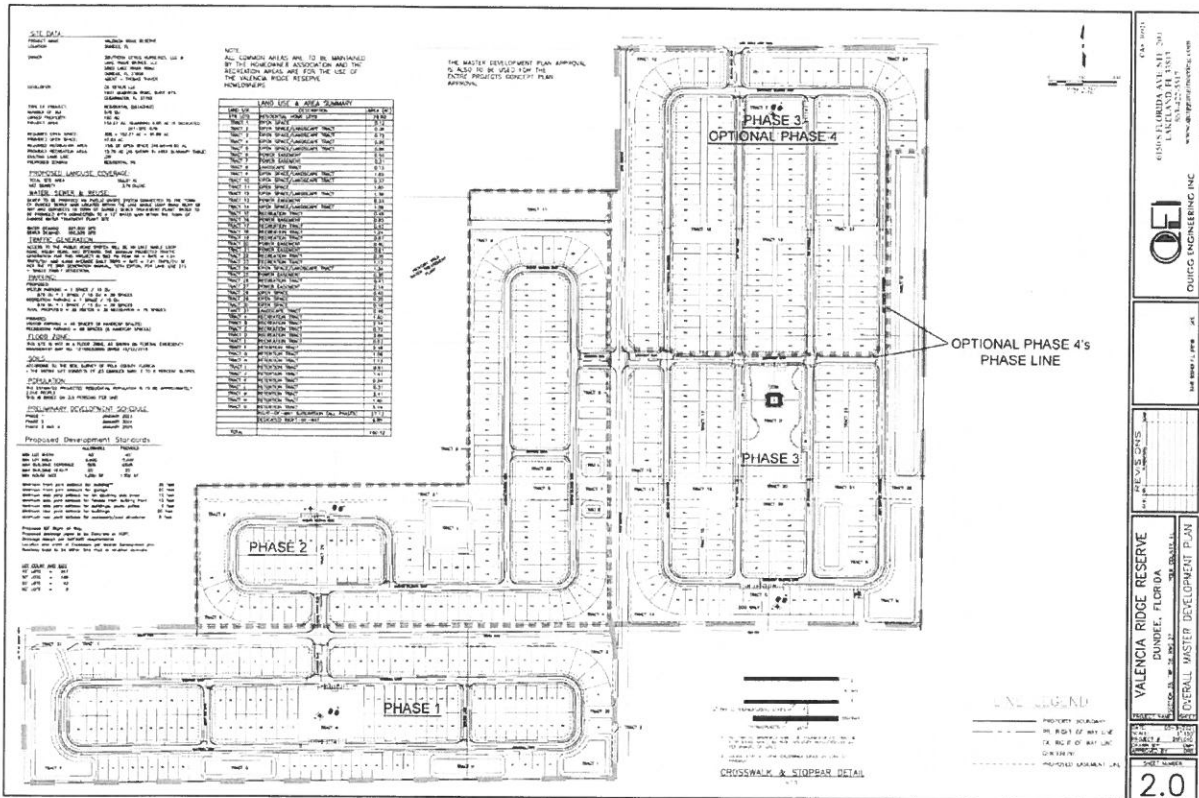


Composite Exhibit "A"
Ordinance No. 22-17
Legal Description and Excerpt from the Official Zoning Map
Page 4 of 4



ORDINANCE NO. 22-17
Page 12

Composite Exhibit "B"
Ordinance 22-17
Valencia Ridge Reserve Master Development Plan



Ordinance 22-17
Exhibit "C"
Valencia Ridge Reserve PUD Development Requirements
Page 1 of 3

1. The Valencia Ridge Reserve Planned Unit Development shall consist of up to 576 dwelling units that meet the following requirements for single-family lots.

Lot Width	Setbacks*					Min. Lot Size	Min. Home Size	Max. Building Height	Max. Lot Coverage	Unit Mix
	Front	Garage	Rear	Side	Corner					
45'	20'	25'	20'	6'	15'	5,400	1,200	35'	50%	357
50'	20'	25'	20'	6'	15'	5,400	1,200	35'	50%	148
55'	20'	25'	20'	6'	15'	5,400	1,200	35'	50%	63
60'	20'	25'	20'	6'	15'	5,400	1,200	35'	50%	8

* Minimum side yard setback for buildings, pools, and patios is 6 feet
 Minimum rear yard setback for accessory/pool structures is 5 feet

2. The Developer has proposed a phasing of development for the Valencia Ridge Reserve Planned Unit Development (the "Development"). Pursuant to the Town of Dundee Land Development Code (the "LDC"), the Development shall be phased in order to match the availability of capacity with the timing of each phase of the Development. Pursuant to Section 7.09.00 of the LDC, the phasing of the Development, as conceptually shown by the Valencia Ridge Reserve Master Development Plan (the "MDP") which is attached to Ordinance No. 22-17 as Exhibit "B", establishes the proposed phases, neighborhoods and overall development concept.
3. Pursuant to Section 7.09.05 of the LDC, the developer shall submit a construction schedule for the Development; submit subdivision development plans for each phase of the Development; and, as part of the subdivision development plan review and approval for each phase of the Development, the specific unit count and/or lot lay out of each phase and/or neighborhood within the Development shall be specifically identified.
4. The Development shall be subject to reasonable conditions which may include, but shall not be limited to, a recordable agreement which sets forth in detail the terms and conditions under which the Town of Dundee will provide utility service(s) to the Development if, in the opinion of the Town of Dundee, such an agreement is necessary to facilitate the construction and extension of the Town's utilities. Such reasonable conditions are necessary to ensure consistency and conformance with the Town of Dundee Comprehensive Plan and compliance with the regulations and development standards set forth by the LDC.

ORDINANCE NO. 22-17

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Ordinance 22-17

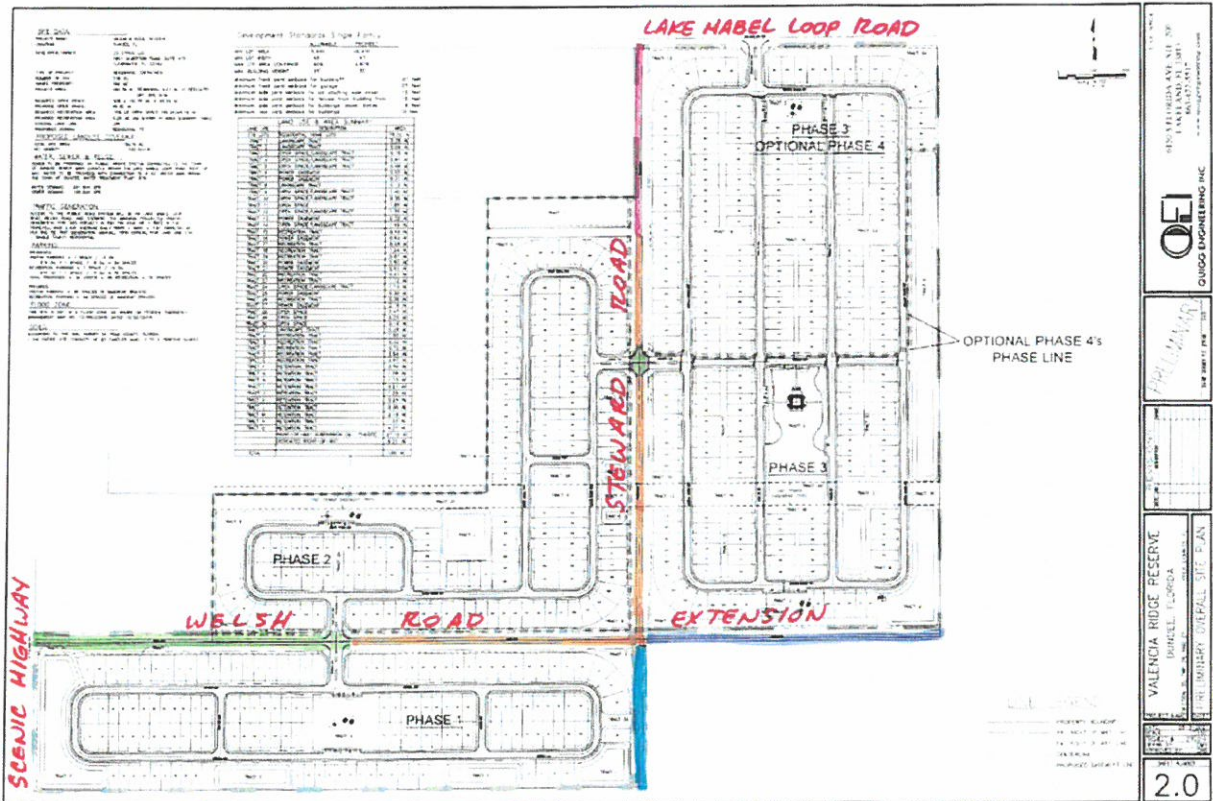
Exhibit "C"

Valencia Ridge Reserve PUD Development Requirements

Page 2 of 3

5. To avoid repetitive design, single-family homes shall not utilize the same building elevation, façade materials, or color scheme within three single-family lots of each other on the same side of the street.
6. Unless otherwise set forth in writing and agreed to by both the developer and Town of Dundee, in a recordable agreement binding upon all successors and assigns, all roads, drainage, and utility facilities needed to support all phases of the Development shall be completed and available for use prior to the issuance of any building permit(s).
7. No more than half the lots in a phase shall receive a Certificate of Occupancy prior to the Developer completing the construction of each amenity center and/or active recreation facility identified in each phase.
8. All internal and perimeter roads which includes, but shall not be limited to, Lake Mabel Loop Road, Steward Road, and the Welsh Road Extension shall be shown to have adequate rights-of-way and/or land shall be dedicated to meet the standards set forth by the Town of Dundee Land Development Code and/or Code of Ordinances; and all substandard roads shall be completed, inspected, approved and accepted in a manner as determined by the Town as part of the development of the project.

Ordinance 22-17
Exhibit "C"
Valencia Ridge Reserve PUD Development Requirements
Page 3 of 3



Ordinance 22-17
Exhibit "D"
Valencia Ridge Reserve PUD Special Conditions

1. The applicant/developer shall pay all costs associated with constructing the utility system extension(s) necessary to connect to and obtain water and wastewater service to the site. The completed improvements shall be completed, inspected, approved and accepted in a manner as determined by the Town.
2. All agricultural wells and associated water capacity shall be dedicated and/or conveyed to the Town of Dundee at the time development commences for each phase of the Development. The developer shall cooperate with the Town regarding any related regulatory approvals required by such a dedication and/or conveyance. In the event the Town receives a credit towards its WUP for the closure of said agricultural well(s), the Town and developer shall enter into a separate written agreement for the reservation of capacity commensurate with, but not to exceed, the amount of said credit received by the Town.
3. The MDP (see Exhibit "B" attached to the Ordinance) shall serve as the Concept Plan for the proposed subdivision. Upon approval of the MDP, the developer shall have twelve (12) months to begin construction of the required improvements. If construction does not commence within the initial twelve (12) month time period provided, the developer may request an extension for an additional six (6) months by providing written notice to the Development Director no later than thirty (30) days prior to the expiration the initial twelve (12) month time period. In the event the developer has attempted in good faith to commence construction activity(ies) and, due to circumstances beyond its control, construction activity(ies) related to the required improvements have not commenced within time period(s) provided for in this Paragraph, the developer may request and the Development Director may, in his or her sole discretion, grant an additional six (6) month extension of time. If the time set forth herein lapses, the MDP shall become subject to any changes in the Town's rules and/or regulations.
4. Any approval of the MDP, concept plan, preliminary subdivision plan, certified subdivision plan, and/or the Town's acceptance of an application for final plat or final site development plan approval shall not create any reservation of capacity or network capacity, shall not constitute a commitment on behalf of the Town to provide service(s), shall not constitute an acceptance of improvements or dedications, and shall not constitute an approval of the final site development plan.
5. At time of Preliminary Subdivision Plan, the applicant shall complete environmental studies which include, but shall not be limited to, studies specifically related to sand skinks and gopher tortoises.

ORDINANCE NO. 22-17**Page 17**

6. The Development shall include appropriate and compliant bus stop location(s) for each phase and/or neighborhood for school children.
7. Pursuant to Section 7.09.01(D)(5) of the LDC, the developer shall be required to complete a transportation analysis/study; and, for each successive phase of the Development, the developer shall be required to update the transportation analysis/study as determined by the Town. The developer shall implement project related transportation improvements consistent with the requirements of Florida Statutes, the LDC, and/or any other applicable laws, ordinances, and Town established adequacy determinations.
8. Subject to applicable Florida law and the LDC, the developer and Town may enter into an agreement in order to ensure: (i) the performance of the conditions set forth herein; (ii) the necessary public facilities and services will be in place with the impacts of each phase of the development; and (iii) the necessary improvements proportional to the share of additional capacity resulting from the development are constructed and funded.
9. All internal road rights-of-way shall be at a minimum 50' and shall be constructed in accordance with the requirements set forth by the LDC and/or any other applicable code and/or standards as determined by the Town.
10. In addition to any requirement set forth by the LDCs, Final Subdivision Plat approval shall be contingent upon the developer (a) filing with the Department of State the bylaws and articles of incorporation for the applicable Homeowners Association; (b) when the construction of the necessary infrastructure and/or improvements are not complete and accepted by the Town, a developer's agreement or development agreement has been approved by the Town Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and (c) when approved by the Town, the developer has provided the Town with adequate performance security and adequate defect security pursuant to the terms and provisions of a developer's agreement or development agreement.
11. For purposes of this Ordinance, "adequate performance security" and "adequate defect security" shall mean, at a minimum, as follows:
 - (a) *Adequate performance security* shall be satisfactory in form to the Town Attorney and the Town Engineer and the Town's planning staff and be in an amount equal to one hundred and twenty-five (125%) percent of the developer's contract for the work that remains uncompleted and not accepted at the time of final plat or final site development plan approval, as certified in writing by the engineer of record, subject to the approval by the Town's planning staff and the Town Engineer. No more than fifty percent (50%) of the value of the total required improvements for each phase of the Development shall be considered for bonding and/or letter of credit given hereunder. Subject to the terms of the applicable agreement,

ORDINANCE NO. 22-17

Page 18

the performance security shall be released by the Town when all private improvements are installed, inspected and approved and when all public improvements are installed, inspected and accepted. When providing a bond for performance security, the bonding company shall have a B+ or better rating in accordance with "Best Bond Book." In the case of a letter of credit, provisions for drawdowns from the letter of credit as improvements are completed and accepted shall accompany the surety. The letter of credit shall have a duration of twenty-four (24) months; and

- (b) *Adequate defect security* shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Development that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable developer's agreement or development agreement for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed improvements. Upon default, the Town may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to the parties to the instrument or as otherwise set forth in an applicable agreement.
12. No lot may be sold by the developer until all contingencies have been fulfilled. Upon recordation of the final plat or final site development plan, the developer may submit application(s) for building permits.

EXHIBIT B

Item B.

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap, LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, FL 33831

ORDINANCE NO. 24-09

INSTR # 2024211464
BK 13264 Pgs 0031-0044 PG(s)14
09/12/2024 01:27:34 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 120.50

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, ENACTING THE PENDING ORDINANCE DOCTRINE AND ESTABLISHING A MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR ANNEXATIONS, REZONINGS, BUILDING PERMITS, PLANNED DEVELOPMENTS, MASTER PLANNED COMMUNITIES, DEVELOPMENT ORDER(S), AND DEVELOPMENT PERMIT(S); PROVIDING EXEMPTIONS; PROVIDING FOR VESTED RIGHTS AND PROCEDURES; PROVIDING FOR THE INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee (the "Town") is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the Town is vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, as provided in section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, pursuant to Section 6.01.07.04 of the Town of Dundee Land Development Code (LDC), the Town is the sole provider of water utility service(s) within its Chapter 180, Florida Statutes, Utility Service Area (the "USA") and all new development is required to connect to the Town of Dundee Water System; and

WHEREAS, the Town of Dundee continues to experience substantial residential growth in a short time causing the addition of new residential annexations, land use modifications, rezonings, major Planned Unit Development (PUD) amendments, master planned communities, and conditional uses for residential development(s) over one (1) acre resulting in significant increased demand for Town-provided potable water; and

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers

and mandates the Town of Dundee, Florida, to plan for future development and growth and to adopt and amend comprehensive plans, or elements, or portions thereof, to guide the future growth and development of the Town; and

WHEREAS, on March 12, 2024, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the "Town Commission") approved RFQ 24-01 for municipal planning and revisioning services (the "RFQ"); and

WHEREAS, the RFQ authorized qualified consultants, pursuant to the *Master Continuing Professional Consulting Agreement For Professional Planning and Visioning Services* entered into between the Town and consultant(s), to assist the Town with amending its 2030 Comprehensive Plan, updating the Town of Dundee Land Development Code to implement any adopted comprehensive plan amendments, and assist the Town with planning for the impacts of unprecedented growth and new residential development(s); and

WHEREAS, due to the historically high number of proposed and/or approved new residential development projects within the boundaries of the Town, the Town is at and/or has exceeded its maximum allocable daily potable water capacity allowed under the Town's current consumptive water use permits (WUPs) issued by the Southwest Florida Water Management District (SWFWMD); and

WHEREAS, on August 23, 2022, at a duly noticed public meeting of the Town Commission, the Town Commission considered and approved the *Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, and The Town of Dundee, Florida* (the "Interconnect Agreement"); and

WHEREAS, pursuant to the Interconnect Agreement and subject to availability, in order for the Town to meet its existing need for potable water, the City of Winter Haven agreed to provide **0.5 MGD** of potable water to the Town during the term of the Interconnect Agreement; and

WHEREAS, in accordance with the Interconnect Agreement, the Town engaged the Chastain-Skillman, Inc. engineering firm to prepare conceptual construction plans (the "Concept Plans") for the design and construction of the interconnect facilities which included, but were not limited to, the Town of Dundee Potable Water Main Interconnect Layout and Construction Plans for the Town of Dundee Potable Water Interconnect; and

WHEREAS, on September 27, 2023, the Town engaged CHA Consulting, Inc. ("CHA") for engineering services to evaluate the capacity of the high service pump station at the Town's Riner Water Treatment Plant for purposes of constructing the potable water interconnect with the City of Winter Haven and perform a comprehensive evaluation of the Town's water distribution network related to the Town's Riner Water Treatment Plant in order to identify and plan for improvements necessitated by and/or through concurrency management, substandard infrastructure, and new growth within the corporate limits of

the Town; and

WHEREAS, on February 27, 2024, at a duly noticed public meeting, the Town Commission passed and adopted Resolution No. 24-02 accepting and approving the CHA Memorandum Riner Water Treatment Plant Capacity Evaluation, dated January 9, 2024; and

WHEREAS, on June 25, 2024, at a duly noticed public meeting, the Town Commission considered and approved the *Interlocal Agreement For Potable Water and Wastewater Utility Services* for a proposed mobile home development (Cypress Creek Village Phase V) within the Town’s municipal limits (the “Interlocal Agreement”) between the Town and City of Winter Haven, Florida; and

WHEREAS, on the effective date of the Interlocal Agreement, the Town did not have sufficient allocable potable water capacity to provide the necessary potable water utility service(s) for the *Cypress Creek Village Phase V* development; and

WHEREAS, pursuant to the Interlocal Agreement, in order to ensure that utility facilities and service(s) needed to support the *Cypress Creek Village Phase V* development located within the Town’s corporate limits are available, the City of Winter Haven agreed to provide extra-jurisdictional utility services for the *Cypress Creek Village Phase V* development; and

WHEREAS, SWFWMD regulates, through the issuance of a WUP, the amount of water the Town is permitted to provide to users of the Town's potable water supply; and

WHEREAS, the Town of Dundee has applied for an expansion of its public supply WUP and that application is under review by SWFWMD; and

WHEREAS, beginning in or about September 2022, the Town has processed and approved certain application(s) for development order(s) and/or development permit(s) which include, but are not limited to, conditional Certified Subdivision Plan (CSP) approvals for residential development(s); and

WHEREAS, pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the “Code”) and Section 6.01.07.03 of the LDC, a *Concurrency Developer’s Agreement* has been required as a condition of approval for any CSP in order to provide, at a minimum, as follows: (1) detail the Town’s inability to currently provide allocable potable water capacity; (2) detail the necessary expansion of the Town’s potable water treatment facilities in order to serve the proposed development; and (3) detail the terms and conditions under which the Town will provide potable water utility service(s); and

WHEREAS, the *Concurrency Developer’s Agreement(s)* also clearly and unequivocally identifies that the Town does not presently have the necessary utility infrastructure, utility facilities, and/or allocable potable water capacity to serve the

proposed residential development and, for the purpose of providing a basis upon which a final plat may be considered for approval by the Town Commission, the conditional CSP approval will not be considered complete until the Town has the ability to provide allocable potable water capacity; and

WHEREAS, the Town has conditionally approved a CSP for approximately twelve (12) applicants and, in certain instances, entered into a Water Supply Allocation Agreement for the transfer of capacity associated with applicable agricultural wells associated with such proposed residential developments; and

WHEREAS, the purpose of this Ordinance is to place a temporary moratorium on accepting and processing applications for residential development orders and development permits for real property consisting of more than one (1) acre located within the corporate limits of the Town of Dundee, Florida; and

WHEREAS, the Town Commission hereby finds that the temporary moratorium imposed by this Ordinance is being imposed for a reasonable duration which is intended to give the Town a reasonable period of time to construct the interconnect and receive **0.5 MGD** of potable water from the City of Winter Haven, apply for and obtain the proper and necessary increases to the Town's public supply WUP including, but not limited to, the transfer of allocated capacity of certain agricultural wells and perhaps others not yet identified, and adopt and implement necessary amendments and/or revisions to various aspects of the 2030 Comprehensive Plan and LDC in order to accommodate the unprecedented residential growth and development within the corporate limits of the Town; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, hereby finds that the expected impacts of the unprecedented residential growth and development on public facilities and infrastructure necessary to serve such new residential development and maintain required levels of service may negatively affect the public health, safety, and welfare of the Town; and

WHEREAS, on August 26, 2024, pursuant to the requirements in Chapter 163 of the Florida Statutes, the Town's Planning & Zoning Board, sitting as the Town's Local Planning Agency at a duly advertised and noticed public meeting, conducted a public hearing on this Ordinance and, after considering all such comments and/or matters considered at said public hearing, voted to recommend approval of this Ordinance to the Town Commission; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, hereby finds that this Ordinance advances an important government purpose by preventing the demand for Town-provided potable water service to exceed the current allowable daily withdrawal limits authorized in its WUPs; and

WHEREAS, to the extent that this Ordinance is determined to substantially affect

the use of land located within the corporate limits of the Town under Florida common law, the Town Commission of the Town of Dundee, Florida, specifically finds that the Town issued all necessary or required statutory notices, held and duly convened all necessary or required public hearings, and complied with all necessary or required formalities for the adoption of an ordinance seeking to involuntarily zone or rezone property pursuant to the rule established in *Sanibel v. Buntrock*, 409 So. 2d 1073 (Fla. 2d DCA 1981) and Section 166.041(3)(c), Florida Statutes; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this Ordinance No. 24-09 is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Ordinance No. 24-09 is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

NOW, THEREFORE BE IT ENACTED BY THE PEOPLE OF THE TOWN OF DUNDEE, FLORIDA:

Section 1. Incorporation of Factual Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this Ordinance, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Ordinance.

Section 2. Authority.

This Ordinance is enacted pursuant to Chapter 163 of the Florida Statutes and the Town's home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution.

Section 3. Enactment of Pending Ordinance Doctrine.

From and after the effective date of this Ordinance, no development permit and/or development order shall be issued where an amendment to the Land Development Code of the Town of Dundee, Florida, is pending before the Town Commission, which amendment, if adopted, would make illegal the use authorized by the development permit and/or development order.

From and after the effective date of this Ordinance, a valid and current local development order shall be required prior to the issuance of any building permit to authorize development or a change of use. No development or change of use shall be made or continued without a lawful building permit; and no development permit shall be

issued where an amendment to the Land Development Code, Town of Dundee, Florida, is pending before the Town Commission or Planning and Zoning Board, which amendment, if adopted, would make nonconforming the development authorized by the development order and/or development permit.

Subject to applicable Florida law, an amendment to the Land Development Code, Town of Dundee, Florida, shall be considered "pending" within the meaning of this rule so long as there is active and documented efforts on the part of the Town which, in the normal course of municipal action, culminates in the requisite amendment to the Land Development Code; and, at a minimum, the Town Commission or Town Planning and Zoning Board must be aware of and have documented such efforts.

Section 4. Temporary Moratorium.

- (a) **Purpose.** The purpose of this temporary moratorium is to provide a reasonable period of time for the Town to construct a potable water interconnect, in accordance with the *Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, and The Town of Dundee, Florida*, and receive up to **0.5 MGD** of potable water from the City of Winter Haven; apply to SWFWMD for the transfer of potable water capacity from applicable agricultural wells including but not limited to those identified in Section 5 (e) of this Ordinance and obtain the proper and necessary increases to the Town's public supply WUP; and, pursuant to Section 163.3184, *Florida Statutes*, and applicable Florida law, adopt and implement necessary amendments and/or revisions to various aspects of the 2030 Comprehensive Plan and LDC in order to accommodate the unprecedented residential growth and development within the corporate limits of the Town.
- (b) **Moratorium.** Beginning on the effective date of this Ordinance, the moratorium shall continue for twelve (12) consecutive months.

The moratorium shall be imposed on the Town's consideration of applications for annexation(s), permit applications, planned developments, master planned communities, rezonings, special exceptions, and residential development permits and/or development orders as defined in §380.031, *Florida Statutes (2024)* (collectively hereinafter referred to as the "Applications"); and, during the pendency of the moratorium, the Town of Dundee shall not accept, review, or process any of the Applications.

No Applications (including applications that may have been submitted prior to July 23, 2024) for properties subject to the moratorium established herein may be processed by Town staff until the expiration and/or termination of this moratorium, unless provided for by this Ordinance.

The Applications for properties subject to the moratorium established herein

received by the Town on or before July 23, 2024, will be held in abeyance until the conclusion of the moratorium, unless provided for by this Ordinance.

- (c) **Expiration and/or Termination.** Subject to the *extension* provision(s) provided for below, the moratorium imposed by this Ordinance shall terminate upon the earliest of two (2) occurrences, as follows: (1) one (1) calendar year at 11:59 P.M. on the 365th day after the effective date of this Ordinance; or (2) a date before **September 9, 2025**, if provided for by Ordinance of the Town Commission of the Town of Dundee, Florida.
- (d) **Extension.** The provisions of this Ordinance may be extended once by ordinance for a period of not more than twelve (12) additional months, upon a finding by the Town Commission following a public hearing/public comment that good cause exists and an extension would be in the best interests of the citizens and residents of the Town of Dundee, Florida.

Section 5. Exemptions. Exemptions from this Ordinance are, as follows:

(a) Subject to Sections 7.02.03 and 6.01.00 of the LDC, upon confirmation that a satisfactory concurrency evaluation has been performed, the moratorium imposed by this Ordinance shall not apply to any development permit and/or development order, as the terms are defined in §380.031, Florida Statutes (2024), on and/or for real property consisting of one (1) acre or less.

(b) The moratorium shall not include building permits that are issued by the Town for interior remodeling, maintenance, repair(s), reroofing, and/or health and safety improvements on lawfully existing structures.

(c) The moratorium shall not apply to building permits for the demolition and/or replacement of lawfully existing structures which pose a life, health, and safety hazard, so long as the structure, once replaced, complies with all applicable provision(s) of the Town's LDC, Code of Ordinances, and 2030 Comprehensive Plan. For purposes of this exception, any application(s) for local building permit(s) for the replacement of a lawfully existing structure shall include a written certification from a professional engineer registered and licensed in the State of Florida as being necessary to correct and/or remedy the structural deficiencies which pose a threat to the life, health, safety and general welfare of the public.

(d) Upon written confirmation from Town staff that, pursuant to Sections 7.02.03 and 6.01.00 of the LDC, a satisfactory concurrency evaluation has been performed, the following residential developments are specifically and conditionally exempt from this Ordinance, as follows:

- (i) *Seasons at Bella Vista*;
- (ii) *Crystal Lake Preserve*;
- (iii) *Landings at Lake Mabel Loop*;

- (iv) *Reserve at Dundee Lakes (up to limit of 306 ERCs);*
- (v) *Seasons at Hilltop;*
- (vi) *Shores at Lake Dell;*
- (vii) *Sol Vista; and*
- (viii) *Cypress Creek Village Phase V.*

(e) Upon written confirmation from Town staff that, pursuant to Florida law and applicable provision(s) of the LDC, the Town has received a credit and/or increase to its public supply WUP from SWFWMD arising out of the transfer of agricultural wells pursuant to and/or in accordance with a Concurrency Developer's Agreement and/or Water Supply Allocation Agreement, the transferor thereof shall be specifically and conditionally exempt and only to the extent of such credit and/or increase actually credited to the Town's public supply WUP. For purposes of this exemption, the potable water capacity credited to or causing an increase in the Town's public supply WUP by SWFWMD for each agricultural well transferred pursuant to a Concurrency Developer's Agreement and/or Water Supply Allocation Agreement shall, to the extent of such credit and/or increase provided, be specifically and conditionally exempt from this Ordinance and reserved for certain residential development(s) which include, but are not limited to, the following:

- (i) *Woodland Ranch Phase(s) 1, 2 & 3;*
- (ii) *Alford Ridge;*
- (iii) *Reserve at Dundee Lakes (Remaining Phases);*
- (iv) *Landings at Lake Trask Phases 1 & 2;*
- (v) *Legacy Hills Phases 1 & 2;*
- (vi) *Valencia Ridge Reserve;*
- (vii) *Weiberg West Development;*
- (viii) *Estes Planned Unit Development; and*
- (ix) *Vista Del Lago Phase 4.*

(f) The moratorium imposed by this Ordinance shall not apply to any vested right and/or vested status as provided for by this Ordinance.

(g) The moratorium shall not apply to the Town's acceptance of a petition for the establishment of a Community Development District (CDD), which is a local unit of special-purpose government, created pursuant to chapter 190, Florida Statutes. In the event a petition for the establishment of a CDD includes any other matter(s) which are the subject of the moratorium, this exception shall not prevent the abeyance of the subject petition until the termination of the moratorium.

(h) The moratorium imposed by this Ordinance shall not apply to any development in the General Retail Commercial (CC), Highway Commercial (CH), and Service Commercial (CS) Zoning Districts within the Town and all such developments shall be otherwise subject to applicable laws, Code of Ordinances, LDC's and/or other applicable rules and regulations for such development.

(i) The Town Commission may authorize exception(s) to the moratorium imposed by this Ordinance when it finds, based upon competent substantial evidence presented at a duly noticed public meeting, that the deferral of action and/or issuance on an application for a development order and/or development permit for the duration of the moratorium imposes an extraordinary hardship. For purposes of requesting a hardship exception, the owner shall request a determination in the same form and manner provided for in **Section 6** of this Ordinance.

In reviewing an application for an exception based upon a claim of extraordinary hardship, the Town Commission shall consider all competent substantial evidence and relevant testimony which includes, but is not limited to, the following:

- (i) Prior to July 23, 2024 (date established by pending ordinance doctrine), the extent to which the owner had received permit(s) and/or approvals from the Town.
- (ii) Prior to July 23, 2024, whether the owner had entered into any contractual commitments in reliance upon the permit(s) and/or approval(s) issued by the Town.
- (iii) Prior to July 23, 2024, whether the owner has made a substantial made a substantial expenditure in *good faith* reliance upon the permit(s) and/or approval(s) issued by the Town.
- (iv) Prior to July 23, 2024, in *good faith* reliance upon the permit(s) and/or approval(s) issued by the Town, the owner has incurred financial obligation(s) to a lending institution which cannot be met unless the subject development proceeds (i.e., owner exhausted all available alternatives).
- (v) Whether the moratorium exposes the owner to substantial monetary liability to third-parties, results in the owner's inability to earn a reasonable investment-backed expectation on and/or for the subject real property.

Section 6. Vested Rights and Quasi-Judicial Review Procedures.

- (a) Owner(s) of real property located within the corporate limits of the Town or an authorized agent of the owner(s) may request a vested rights determination by paying an application fee, provided hereunder, and filing a technically complete application with the Town's Chief Administrative Officer or designee.
- (b) The application form shall, at a minimum, contain the following information:

- (i) The name and address of the applicant(s), who must be the owner(s) of the subject parcel(s) or real property, or an agent expressly authorized to apply on behalf of the owner(s).
- (ii) A legal description, current tax parcel identification number and survey or a sketch of the real property that is the subject of the application.
- (iii) The name and address of each owner of the parcel(s) or real property.
- (iv) Any approved site plan, approved Certified Subdivision Plan, or plat that is applicable to the real property.
- (v) Identify with particularity with specific reference to any ordinance, resolution, or other action of the Town of Dundee or failure to act by the Town of Dundee, any statute or other general law, upon which the applicant relied and which the applicant believes supports the applicant's position that a development order and/or development permit should be issued during the moratorium.
- (vi) A statement of fact that the applicant intends to prove or demonstrate, in support of the application that a vested right exists which warrants the issuance of a development order and/or development permit during the moratorium.

The application shall fully articulate the legal basis for being issued a development order and/or development permit notwithstanding the moratorium.

- (c) The applicant shall provide a sworn statement, executed by all owners of the real property at issue or an authorized agent averring that all factual information set forth in the application is true and accurate.
- (d) The Town's Chief Administrative Officer or designee shall screen each application to determine whether the application is technically complete, as set forth herein. No screening shall take place until an applicant has paid an application processing fee of \$760.81.

The sufficiency determination shall be made within fourteen (14) calendar days after receipt of the application. If not technically complete, the application shall be returned to the applicant with written notification identifying the deficiencies in the application and the applicant shall be granted fourteen (14) additional calendar days to complete a technically sufficient application. If a response is not submitted to the Town's Chief Administrative Officer or designee within the time specified in this subsection, the application shall be deemed abandoned.

- (e) Upon the Town's Chief Administrative Officer or designee's acceptance of a technically complete application, for which the application fee has been submitted and paid, the Town Commission shall review the application, hold a public hearing, and make a final determination within forty-five (45) calendar days as to whether or not it has been clearly and convincingly demonstrated that the real property at issue has a vested right and/or vested status and therefore should be issued a development order and/or development permit for new residential development notwithstanding this moratorium.
- (f) Within seven (7) calendar days after making a final determination of vested rights status, the Town Commission shall provide the applicant with a written order, notifying the applicant of the determination of vested rights status. Notwithstanding the moratorium, if the Town Commission determines that a vested right and/or vested status exists, and all other applicable provisions of the Code of Ordinances, LDC, and 2030 Comprehensive Plan have been met, then a development order and/or development permit for the new residential development shall issue and the applicant shall have the right to rely upon such written notification that the real property is vested. The Town Commission's written notification shall be final and not subject to further appeal to the Town, revocation, or modification.
- (g) The public hearing on the application for vested rights shall be a quasi-judicial hearing before the Town Commission. The applicant shall present all the applicant's evidence in support of the application. The technical Florida Rules of Evidence shall not apply to the hearing, but basic notions of due process will be observed, and all testimony of witnesses shall be given under oath.
- (h) The Town Commission's decision to grant vested rights status shall be based on common law criteria for vested rights determinations which includes, but shall not be limited to, the following:
 1. Evidence that warrants a finding that this Ordinance has denied the owner(s) of beneficial use of the subject property in violation of State and Federal Constitutions; or
 2. Owner has relied in good faith upon the act or omission of the Town;
 3. Owner has made a substantial change in position or incurred extensive obligations and expenses; and
 4. Owner(s) change in position results in a highly inequitable and unjust deprivation of the right(s) that the owner acquired.
- (i) The Town Commission's decision to grant vested rights status shall be final.

- (j) Any property expressly exempt from this moratorium, as set forth in Section 5(b)-(c) is presumptively vested for purposes of this Ordinance and shall not be required to file an application under this Section.

Section 7. Conflicts. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the 2030 Comprehensive Plan of the Town of Dundee, unless such repeal is explicitly set forth herein.

Section 8. Severability. The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Ordinance for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Ordinance shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 9. Administrative Correction of Scrivener's Errors and Codification. It is the intention of the Town Commission that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code of Ordinances of the Town of Dundee is accomplished, sections of this Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 10. Codification. It is the intention of the Town Commission of the Town of Dundee that Section 3 of this Ordinance incorporated herein shall become and be made a part of the Code of Ordinances, Town of Dundee, Florida.

Section 11. Business Impact Estimate.

On October 1, 2023, Senate Bill 170 ("SB 170"), Chapter 2023-309, Laws of Florida, was enacted amending Section 166.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance. Section 166.041(4)(c)1, as amended, provided that municipal ordinances enacted to implement Part II of Chapter 163, Florida Statutes, were not subject to the *business impact estimate* requirement.

On October 1, 2024, Senate Bill 1628 ("SB 1628"), as codified under Chapter 2024-145, Laws of Florida, becomes effective and further amends Section 166.041, Fla. Stat. (2023), by creating express exclusion(s) for *development orders* and *development permits*, as defined by Section 163.3164, Florida Statutes (2023).

In this instance, this Ordinance is enacted and is necessary to implement the issuance of *development orders* and/or *development permits* (as defined by §163.3164, Florida Statutes). As such, pursuant to applicable Florida law, this Ordinance is exempt and does not require a business impact estimate

Section 12. Effective Date. This Ordinance shall take effect immediately upon its adoption.

INTRODUCED AND PASSED, on First Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 29th day of August, 2024.

PASSED AND DULY ADOPTED, on Second Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 10th day of September, 2024.


TOWN OF DUNDEE


MAYOR – Sam Pennant

Attest:


TOWN CLERK – Lita O'Neill

Approved as to Form:


TOWN ATTORNEY, ~~Frederick J. Murphy, Jr.~~ ^{Polk}



Landmark Engineering Group, Inc.

FEB 12 2025

Letter of Transmittal

TO:	Town Of Dundee
Attention:	Brenda Carter
Regarding:	Valencia Ridge Reserve
Date:	02/11/2025
Job Number:	21FL010

We are sending you: Hand Deliver the following items:

- Attached
- Prints
- Plans
- Samples
- Shop Drawings
- Specifications
- Copy of a Letter
- Other

Copies	Description
1	Hardship Application
1	Narrative w/backup
1	Check for \$760.81
	<i>Brenda Carter</i>

These items are transmitted as checked below:

- For approval
- Resubmit copies for approval
- Exceptions taken as noted
- As Requested
- Return ___ corrected prints
- _____
- No exceptions taken
- For your use
- Submit copies for distribution
- Returned for correction
- For review and comment
- For bids due _____

Remarks:

If enclosures are not as noted, kindly notify us at once. Signed: _____



Town of Dundee

DEVELOPMENT SERVICES – HARDSHIP APPLICATION

◆ 124 Dundee Road ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8339

Project Review Name: Valencia Ridge Reserve
 Parcel ID Numbers: 272835-000000-041010
 Site Address or General Location: South of Welsh Rd
 Present Use of Property: Citrus Grove Total Acreage: 39.77
 Legal Description of the Property: See Attached

Property Owner

Name: Welsh Road Land Investments LLC
 Mailing Address: 1901 Ulmerton Road City: Clearwater State: FL Zip: 33762
 Home/Mobile Phone: 727-599-4603 Email Address: susan@cornerstonelandcompany.com

Applicant / Agent:

Name: Susan Collins/Welsh Rd Land Investments LLC
 Mailing Address: 1901 Ulmerton Road Suite 475
 City: Clearwater State: FL Zip: 33762
 Home/Mobile Number: 727-599-4603 Office Number: _____
 Email Address susan@cornerstonelandcompany.com
 Agent is: Owner Agent/Representative Purchaser Lessee _____

Please submit a narrative with your hardship application.

Date Application accepted by Town of Dundee: FEB 12 2025
 Name of Development: Valencia Ridge Reserve
 Application Fee Amount Paid: \$760.81 Date: FEB 12 2025

Please submit your application to:

Brenda Carter, Development Services Coordinator
 Town of Dundee
 124 Dundee Road
 Dundee FL 33838
 BCarter@TownofDundee.com



Disclaimer: According to Florida Public Records Law, email correspondence to and from the Town of Dundee, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

To:
Town of Dundee
Joe Carbone, Interim Town Manager
202 E. Main Street
Dundee, FL 33838

From:
Susan Collins, Managing Member/Owner
Welsh Road Land Investments, LLC (Valencia Ridge Reserve)
1901 Ulmerton Road, Suite 475
Clearwater, FL 33762

DATE: February 10, 2025

SUBJECT: Hardship Request for Valencia Ridge Reserve

Dear Mr. Carbone,

Over the past two years we have worked with the Town of Dundee to obtain all of the entitlements including development plans for Valencia Ridge Reserve. Prior to receiving the site development plan approval, the Town of Dundee adopted Moratorium Ordinance No. 24-09, which was approved around September 10, 2024. Our last submittal was on September 5, 2024 with an additional submittal of the lighting plan/site plan on September 12 & September 26, 2024. We were not notified, even after several emails and phone calls about the project status, until December 10, 2024, of the hold on our review due to the moratorium, so our project was inactive for three (3) months. This Moratorium is a water moratorium only. Valencia Ridge Reserve is presently a producing citrus grove with four (4) active wells, in addition, we also included an additional four (4) wells from another site. We submitted to the Town of Dundee both applications for SWFWMD to grant the maximum allowable water credits for the development of the project. The Town of Dundee approved the applications, and it is our understanding they have been forwarded to SWFWMD for transfer of ownership credits to SWFWMD. Due to the active grove, if the wells are approved for transfer prior to the Certified Subdivision Plan being approved, we will no longer be able to irrigate our crops. This will result in the loss of crop production. Based on the metrics in the application we would have more than our required water credits for the entire project. Additionally, we estimate the Certificate of Occupancy for the first home in the project will not be submitted for approximately a year and a half from now. We then estimate that 7 homes a month on average will be completed until the project is sold out.

Section 4 (b) states "**No application** (including applications that may have been submitted prior to July 23, 2024) for properties subject to the moratorium established therein **may be processed by Town staff** until the expiration and/or termination of this moratorium, unless provided for by this Ordinance." Therefore there will be no administrative action until the final determination is made by SWFWMD on the agriculture WUP transfers.

These events and timetables have created for us an exceptional hardship and we request the Town Commission to authorize an exception to the moratorium as provided in Section 5(i) of Ordinance No. 24-09.

The substantial competent evidence for the five (5) criteria to base the Town's approval of the extraordinary hardship includes but is not limited to the following:

- i. Prior to July 23, 2024 (date established by the pending ordinance doctrine), the extent to which the owner had received permit(s) and/or approvals from the Town.

Valencia Ridge Reserve

- FDOT Variances Issued: December 11, 2024.
- FDEP permit: **Cannot submit until the town approves.**
- DOH permit: **Cannot submit until the town approves.**
- SWFWMD permit issued: January 17, 2025.

- ii. Prior to July 23, 2024, whether the owner had entered into any contractual commitments in reliance up on the permit(s) and/or approvals(s) issued by the Town.

Prior to July 23, 2024, we have 100s of hours of time, effort and negotiations with a number of builders. Presently we have three (3) letters of intent and two contract drafts for the purchase of the entire project, however, none of the builders are willing to sign a contract until we have site development plans approved for a minimum of Phase 1. As we anticipated, the builders we are negotiating with are becoming impatient and have indicated they are looking at other properties due to their need to begin development.

- iii. Prior to July 23, 2024, whether the owner has made a substantial expenditure in good faith reliance upon the permits and/or approvals issued by the Town.

We have made very substantial expenditures in good faith reliance upon the expectation of the final site development plan approval, including expenses for obtaining all other entitlements and approvals.

To date, we have purchased two of the three phases of land from Thomas Thayer, et al. We have made contractual commitments to Mr. Thayer for the final purchase of the Phase 3 land.

- iv. Prior to July 23, 2024, in good faith reliance upon the permit(s) and approval(s) issued by the Town, the owner has incurred financial obligations to a lending institution which cannot be met unless the subject development proceeds (i.e. owner has exhausted all available alternatives).

We have no obligations to any financial institutions; however, we have a contractual obligation to Mr. Thayer to close on Phase 3 of the land. We do not want to default on that obligation due to further delays.

- v. Whether the moratorium exposes the owner to substantial monetary liability to third-parties, results in the owner's inability to earn a reasonable investment-backed expectation on and /or for the subject real property.

Any additional delays for the final site development plan approval will result in significant financial losses with regard to the expected return on investment from this land purchased from Mr. Thayer.

We clearly understand that Valencia Ridge Reserve AND the Town of Dundee are both at the mercy of the SWFWMD to review, process and approve the agricultural WUP transfers to public use. We also understand that certain adjustments to the approved permits issued by the Town may be necessary at the conclusion of the SWFWMD approval process.

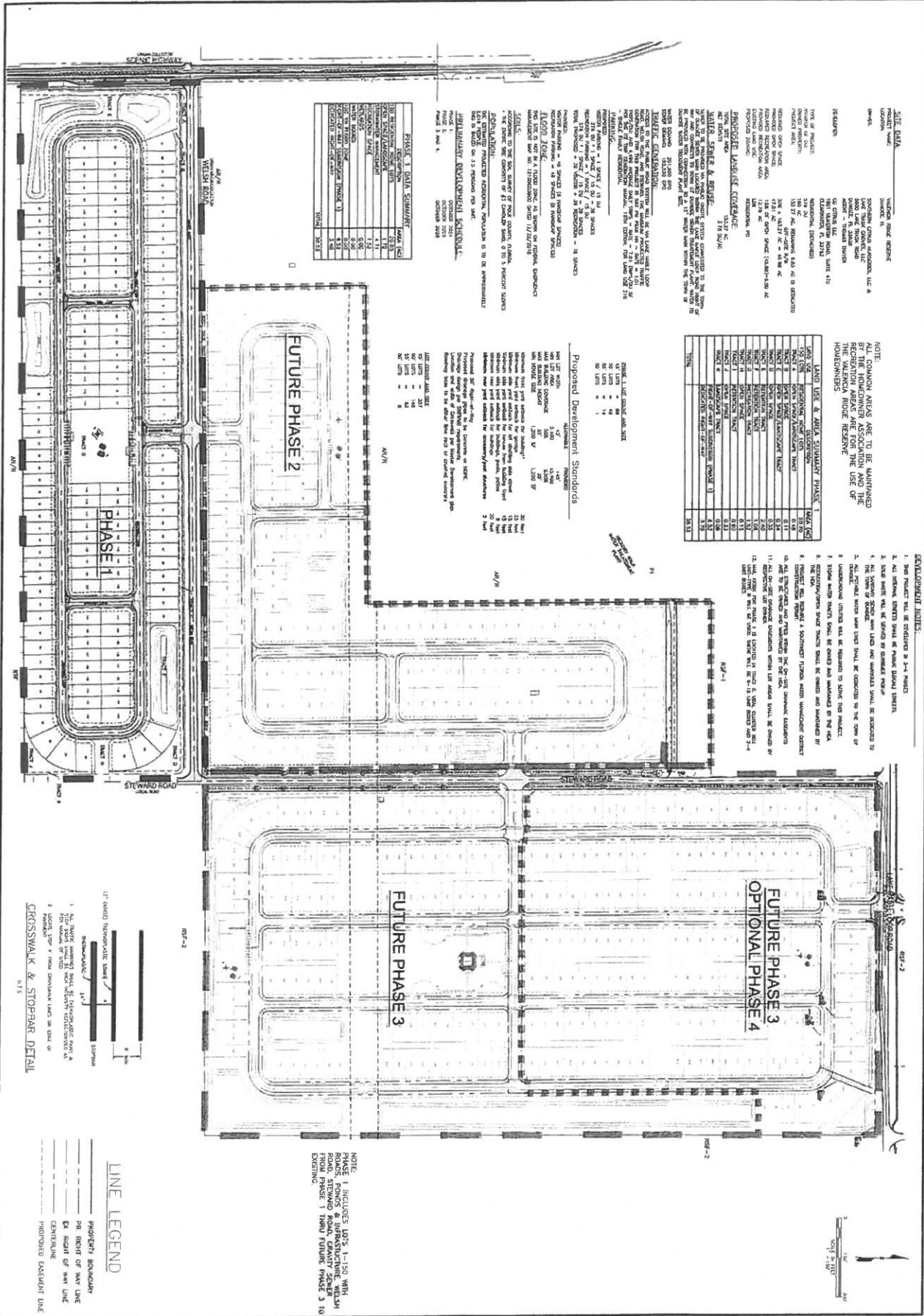
As an owner and managing member of Welsh Road Land Investments, LLC and owner of Valencia Ridge Reserve, I respectfully request the Town Commission review the above information and authorize staff to proceed with the Phase 1 Final Sited Development Plan approval.

Thank you for your favorable and timely approval. Also find enclosed the required application processing fee of \$760.81.

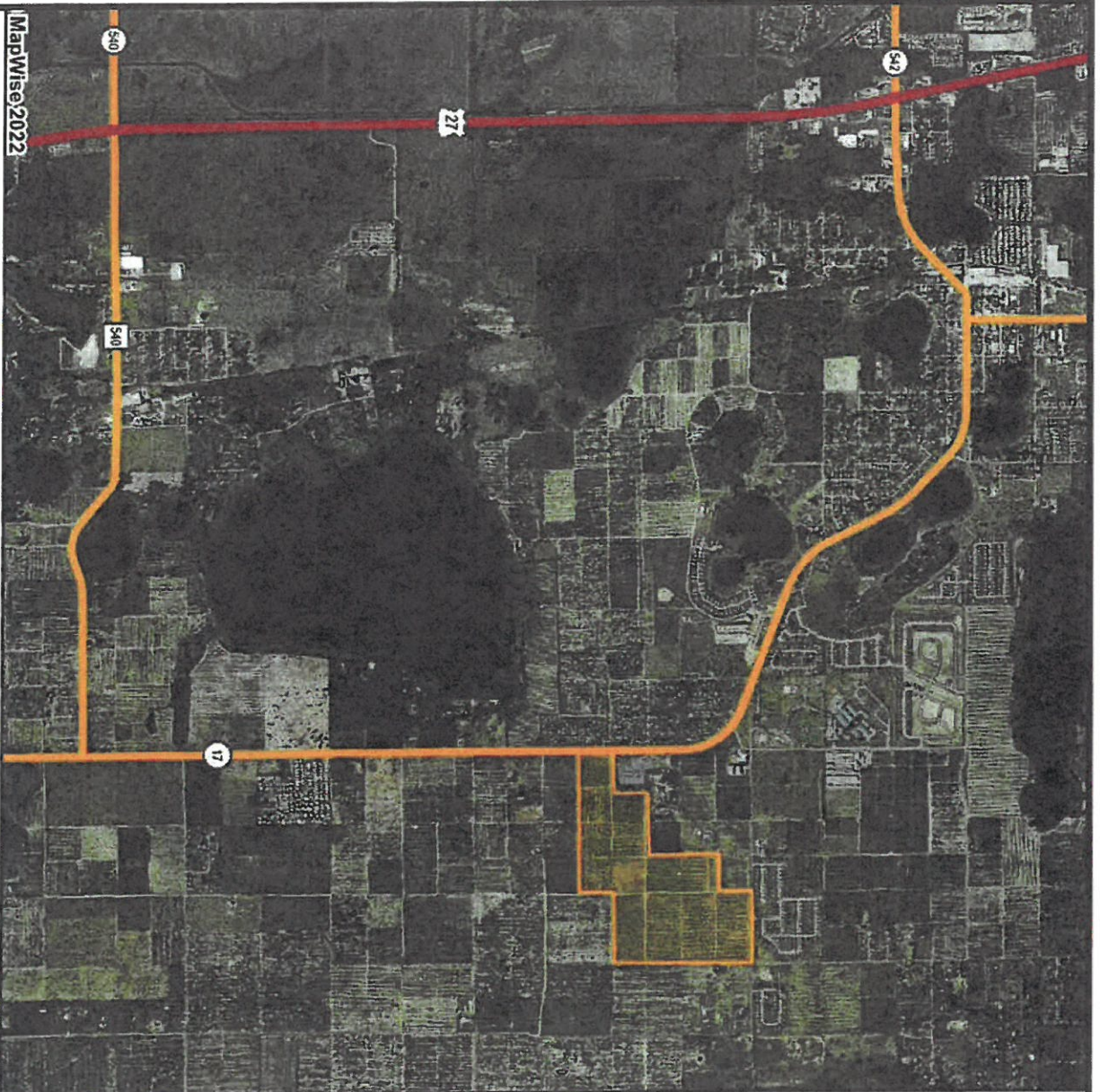
Respectfully,



Susan Collins, Manager/Owner
Welsh Road Land Investments, LLC
Valencia Ridge Reserve



<p>3.0</p>	<p>REVISIONS</p>	<p>QUIGG ENGINEERING INC</p>	<p>600 N BROADWAY AVE, STE. 301 BARTOW, FL 33830 863-422-5517 www.quiggengineering.com</p>
	<p>DATE: 11/15/2017</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p> <p>APPROVED: [Signature]</p>		
<p>VALENCIA RIDGE RESERVE CERTIFIED SUBDIVISION PLAN - CSP DUNDEE, FLORIDA</p>			
<p>MASTER DEVELOPMENT PLAN OA</p>			



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Dundee: Valencia Ridge Reserve

- Labels Drawing
- Points Drawing
- Lines Drawing
- Polygons Drawing
- Selected Custom Parcels
- Toll Roads
- Interstates
- US Roads
- State Roads
- County Roads
- County Boundaries



SPACE FOR RECORDING:

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

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

WATER SUPPLY ALLOCATION AGREEMENT

THIS WATER SUPPLY ALLOCATION AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2024, by and between **WELSH ROAD LAND INVESTMENTS, LLC**, an active Florida limited liability company authorized to transact business in the State of Florida, whose address is 1901 Ulmerton Road, Suite 475, Clearwater, Florida, 33762 (the "OWNER"), and the **TOWN OF DUNDEE, FLORIDA**, a municipal corporation created under the laws of the State of Florida ("TOWN").

FACTUAL RECITALS

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

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

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

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

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

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

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

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

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

the Property.

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

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

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

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

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

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

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

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

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

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

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

keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, the OWNER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

IF THE OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, LITA O'NEILL, AT 863-438-8330, EXT. 238, LONEILL@TOWNOFDUNDEE.COM, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

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

[Remainder of page intentionally left blank]

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

ATTEST:

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

Lita O'Neill
Town Clerk

Samuel Pennant
Mayor

Approved as to form and correctness:

Frederick J. Murphy, Jr.
Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

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

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

My Commission expires:

Notary Public in and for the State of Florida at Large

OWNER

WELSH ROAD LAND INVESTMENTS LLC
a FLORIDA limited liability company

By: [Signature]
Print Name: SUSAN K COLLINS

Its: MANAGER

Date: 10.4.2024

[Signature]
↑ Witness signature ↑
Angela Duncan
↑ Witness signature ↑

Print witness name: Angela Duncan

[Signature]
↑ Witness signature ↑

Print witness name: Mary S Emerson

STATE OF FLORIDA
COUNTY OF Pinellas

Before me, by means of physical presence or online notarization, the undersigned authority, this day personally appeared SUSAN K COLLINS, as MANAGER of WELSH ROAD LAND INVESTMENTS, a Florida limited liability company, to me well known and known to me to be the individual described in and/or produced Driver License as identification and who executed the forgoing instrument, and was authorized on behalf of said WELSH ROAD LAND INVESTMENTS, a Florida limited liability company, to execute same, and (s)he severally acknowledged before me that (s)he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 4 day of October, 2024.

My Commission expires: 11.4.2025

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


 **RALDIRY L. WARFIELD**
Notary Public
State of Florida
Comm# NH195379
Expires 11/4/2025

EXHIBIT "A"

LEGAL DESCRIPTION & DEPICTION OF PROPERTY

PHASE 1, PARCEL 1:

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

LESS AND EXCEPT:

COMMENCING AT A POINT ON THE WEST BOUNDARY OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, SOUTH 1953.86 FEET FROM THE NORTHWEST CORNER OF SAID SECTION, THENCE NORTH 89°58'00" EAST, 31.80 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 17 FOR THE POINT OF BEGINNING, SAID POINT BEING 33.00 FEET FROM AND AT RIGHT ANGLE TO THE CENTERLINE OF SAID STATE ROAD, THENCE SOUTH 00°02'40" WEST ALONG SAID RIGHT-OF-WAY LINE, 75.80 FEET TO THE POINT OF CURVATURE OF RIGHT-OF-WAY LINE CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 114,625.60 FEET, THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE CURVE A CHORD BEARING AND DISTANCE OF SOUTH 00°03'00" WEST, 22.28 FEET, THENCE SOUTH 89°45'20" EAST, 304.80 FEET, THENCE NORTH 00°02'40" EAST, 418.63 FEET, THENCE NORTH 89°45'20" WEST, 304.78 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE, SAID POINT BEING 33.00 FEET FROM AND AT RIGHT ANGLE TO CENTERLINE OF SAID STATE ROAD, THENCE SOUTH 00°02'40" WEST ALONG SAID RIGHT-OF-WAY LINE 320.55 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

A PARCEL OF LAND LYING AND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE SOUTH 00°44'56" EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 1953.97 FEET; THENCE NORTH 89°13'13" EAST A DISTANCE OF 31.85 FEET TO THE EAST OF RIGHT-OF-WAY LINE OF STATE ROAD NO. 17 (U.S. HIGHWAY 27-A); THENCE SOUTH 00°42'07" EAST ALONG SAID EAST RIGHT-OF-WAY LINE 75.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 114,624.97 FEET; THENCE SOUTH ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°00'40", AN ARC DISTANCE OF 21.98 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 427, PAGE 715 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH AND EAST BOUNDARY OF SAID PARCEL THE FOLLOWING TWO (2) COURSES 1.) NORTH 89°29'00" EAST 304.85 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE 2.) NORTH 00°55'37" WEST 115.65 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH 89°20'13" EAST ALONG SAID NORTH LINE A DISTANCE OF 250.00 FEET; THENCE SOUTH 00°45'25" EAST 276.29 FEET; THENCE SOUTH 89°29'00" WEST AND PARALLEL WITH THE SOUTH LINE OF THE AFOREMENTIONED PARCEL A DISTANCE OF 554.80 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 17 (U.S. HIGHWAY 27-A), SAID POINT BEING A NON-TANGENT INTERSECTION WITH A CURVE CONCAVED WESTERLY HAVING A RADIUS OF 114,624.97 FEET; THENCE NORTH ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°04'48" (CHORD BEARING=N00°39'03" W, CHORD=160.00 FEET) AN ARC DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK 7427, PAGE 2202, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

FURTHER, LESS AND EXCEPT THE RIGHT OF WAY OF SCENIC HIGHWAY NORTH AS DESCRIBED IN DEED BOOK 612, PAGES 72, DEED BOOK 612, PAGE 75 AND DEED BOOK 612, PAGE 84, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PHASE 1, PARCEL 2:

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PHASE 1, PARCEL 3:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

LESS AND EXCEPT:

COMMENCING AT A POINT ON THE WEST BOUNDARY OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, SOUTH 1953.86 FEET FROM THE NORTHWEST CORNER OF SAID SECTION, THENCE NORTH 89°58'00" EAST, 31.80 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 17 FOR THE POINT OF BEGINNING, SAID POINT BEING 33.00 FEET FROM AND AT RIGHT ANGLE TO THE CENTERLINE OF SAID STATE ROAD, THENCE SOUTH 00°02'40" WEST ALONG SAID RIGHT-OF-WAY LINE, 75.80 FEET TO THE POINT OF CURVATURE OF RIGHT-OF-WAY LINE CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 114,625.60 FEET, THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE CURVE A CHORD BEARING AND DISTANCE OF SOUTH 00°03'00" WEST, 22.28 FEET, THENCE SOUTH 89°45'20" EAST, 304.80 FEET, THENCE NORTH 00°02'40" EAST, 418.63 FEET, THENCE NORTH 89°45'20" WEST, 304.78 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE, SAID POINT BEING 33.00 FEET FROM AND AT RIGHT ANGLE TO CENTERLINE OF SAID STATE ROAD, THENCE SOUTH 00°02'40" WEST ALONG SAID RIGHT-OF-WAY LINE 320.55 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

A PARCEL OF LAND LYING AND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE SOUTH 00°44'56" EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 1953.97 FEET; THENCE NORTH 89°13'13" EAST A DISTANCE OF 31.85 FEET TO THE EAST OF RIGHT-OF-WAY LINE OF STATE ROAD NO. 17 (U.S. HIGHWAY 27-A); THENCE SOUTH 00°42'07" EAST ALONG SAID EAST RIGHT-OF-WAY LINE 75.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 114,624.97 FEET; THENCE SOUTH ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°00'40", AN ARC DISTANCE OF 21.98 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 427, PAGE 715 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH AND EAST BOUNDARY OF SAID PARCEL THE FOLLOWING TWO (2) COURSES 1.) NORTH 89°29'00" EAST 304.85 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE 2.) NORTH 00°55'37" WEST 115.65 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH 89°20'13" EAST ALONG SAID NORTH LINE A DISTANCE OF 250.00 FEET; THENCE SOUTH 00°45'25" EAST 276.29 FEET; THENCE SOUTH 89°29'00" WEST AND PARALLEL WITH THE SOUTH LINE OF THE AFOREMENTIONED PARCEL A DISTANCE OF 554.80 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 17 (U.S. HIGHWAY 27-A), SAID POINT BEING A NON-TANGENT INTERSECTION WITH A CURVE CONCAVED WESTERLY HAVING A RADIUS OF 114,624.97 FEET; THENCE NORTH ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF

00°04'48" (CHORD BEARING=N00°39'03" W, CHORD=L60.00 FEET) AN ARC DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK 7427, PAGE 2202, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

FURTHER, LESS AND EXCEPT THE RIGHT OF WAY OF SCENIC HIGHWAY NORTH AS DESCRIBED IN DEED BOOK 612, PAGES 72, DEED BOOK 612, PAGE 75 AND DEED BOOK 612, PAGE 84, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PHASE 1, PARCEL 4:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PHASE 2, PARCEL 1:

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 LYING IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM ANY PORTION LYING WITHIN THE BOUNDARY OF THE MAINTAINED RIGHT OF WAY OF STEWARD ROAD.

LESS AND EXCEPT THEREFROM THAT PORTION AS CONVEYED TO THE TOWN OF DUNDEE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7674, PAGE 176, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING DESCRIBED AS: THE EAST 40.0 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; LESS AND EXCEPT THEREFROM EXISTING ROAD RIGHT OF WAY;

ALSO LESS AND EXCEPT THEREFROM THAT PORTION AS CONVEYED TO THE TOWN OF DUNDEE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7674, PAGE 178, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING DESCRIBED AS: THE SOUTH 40.0 FEET OF THE NORTH 170.00 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; LESS AND EXCEPT THEREFROM EXISTING ROAD RIGHT OF WAY.

PHASE 2, PARCEL 2:

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 LYING IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM ANY PORTION LYING WITHIN THE BOUNDARY OF THE MAINTAINED RIGHT OF WAY OF STEWARD ROAD.

LESS AND EXCEPT THEREFROM THAT PORTION AS CONVEYED TO THE TOWN OF DUNDEE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7674, PAGE 176, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING DESCRIBED AS: THE EAST 40.0 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; LESS AND EXCEPT THEREFROM EXISTING ROAD RIGHT OF WAY.

PHASE 2, PARCEL 3:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTION LYING WITHIN THE BOUNDARY OF THE MAINTAINED RIGHT-OF-WAY OF STEWARD ROAD.

PHASE 2, PARCEL 4:

THE WEST HALF OF THE FOLLOWING:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTH 60.00 FEET OF THE WEST 81.51 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTION LYING WITHIN THE BOUNDARY OF THE MAINTAINED RIGHT-OF-WAY OF STEWARD ROAD.

PHASE 2, PARCEL 5:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

PHASE 3, PARCEL 1:

THE NW 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS ANY EXISTING RIGHTS-OF-WAY FOR LAKE MABEL LOOP ROAD AND ALMBURG ROAD.

PHASE 3, PARCEL 2:

NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, ALL LYING IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA;

LESS AND EXCEPT THEREFROM ANY PORTION LYING WITHIN THE BOUNDARY OF THE MAINTAINED RIGHT OF WAY OF STEWARD ROAD.

FURTHER, LESS AND EXCEPT THEREFROM THAT PORTION AS CONVEYED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7590, PAGE 489, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING DESCRIBED AS: THE SOUTH 60 FEET OF THE WEST 81.51 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PHASE 3, PARCEL 3:

THE EAST ONE HALF OF THE FOLLOWING:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTH 60.00 FEET OF THE WEST 81.51 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTION LYING WITHIN THE BOUNDARY OF THE MAINTAINED RIGHT-OF-WAY OF STEWARD ROAD.



Town of Dundee

PUBLIC UTILITIES

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

October 23, 2024

CG Citrus, LLC
Attn: Susan Collins
1901 Ulmerton Road Suite 475
Clearwater, FL 33762

Dear Ms. Collins,

The attached correspondence is the WUP transfer letter, for WUP 7916.004 permitted for 82,600 gallons per day.

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

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

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

Thank you,

A handwritten signature in blue ink that reads "Tracy Mercer".

Tracy Mercer
Public Utilities & Special Projects Director

cc: WUP agreement

October 23, 2024

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

Dear Ms. Davis:

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

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

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

- **WUP number:** 7916.004
- **Development:** Valencia Ridge Reserve
- **Permittee Name:** CG Citrus, LLC
- **List of all withdrawal points to be retired:** District ID Nos. 1,2,3 & 4
- Quantities to be retired from each withdrawal point. If only part of the historically used quantities are to be retired, specify what uses are associated with the quantities to be retired:


Withdrawal Point ID:	Permitted Quantity:
• <u>DID No. 1</u>	<u>10,200 gallons/day (annual avg.)</u>
• <u>DID No. 2</u>	<u>20,400 gallons/day (annual avg.)</u>
• <u>DID No. 3</u>	<u>21,400 gallons/day (annual avg.)</u>
• <u>DID No. 4</u>	<u>30,600 gallons/day (annual avg.)</u>
<u>Total:</u>	<u>82,600 gallons/day (annual avg.)</u>

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

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

We, the WUP 7916.004 Permittee, agree that the above information is true and correct.

CG Citrus, LLC
Permittee/Owner

 , OWNER
Authorized Signature

10.25.2024

Date

 , OWNER
Authorized Signature

OCTOBER 25, 2024

Date

Report Cover Page

Selection Criteria:

- Permit Number: 7916
- Permit Revision: 4
- Report Name: WUP File of Record Report

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

Report Generation Date: October 24, 2024

Permit #: 7916.004
Permit Dept: Bartow
Permittee Name: Cg Citrus, Lic/Attn: Mike Galvin
Address: 1901 Ulmerton Road, Suite 475
 Clearwater, FL 33762
Phone: (727) 330-3908
Type: General
Class: Renewal
Project Name: Charles M Lassiter & Craig A
Acres:

Application Received: 12/10/2014
Issue Date: 01/30/2015
Expire Date: 02/01/2025

Owned	Controlled	Serviced	Leased	Total
81.00	0.00			81.00

Total Quantities:

	Avg GPD	Avg Drought GPD	Peak GPD	Max GPD
Requested	10,200	Not Specified	62,200	398,900
Permitted	82,600	112,600	503,800	4,782,500

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

Referencing:		
Township	Range	Section(s)
30	28	06

Withdrawals:									
District ID #: 4									
User ID: 4					Well Use: Irrigation				
WD Type: Withdrawal of Groundwater					WD Status: Existing				
Predom. Use: Agricultural					Site Operation: No Further Info Necessary				
Monitor Type:					Monitor Use:				
Stand By Qty	Casing Diam	Casing Depth	Total Depth	WD Avg GPD	WD Peak GPD	WD Max GPD	Latitude	Longitude	
	10	200	750	30,600	186,600	1,804,300	27° 54' 12.03"	81° 33' 07.12"	
District ID #: 2									
User ID: 2					Well Use: Irrigation				
WD Type: Withdrawal of Groundwater					WD Status: Existing				
Predom. Use: Agricultural					Site Operation: No Further Info Necessary				
Monitor Type:					Monitor Use:				
Stand By Qty	Casing Diam	Casing Depth	Total Depth	WD Avg GPD	WD Peak GPD	WD Max GPD	Latitude	Longitude	
	8	200	800	20,400	124,400	1,015,200	27° 54' 18.59"	81° 33' 11.46"	
District ID #: 1									
User ID: 1					Well Use: Irrigation				
WD Type: Withdrawal of Groundwater					WD Status: Existing				
Predom. Use: Agricultural					Site Operation: No Further Info Necessary				
Monitor Type:					Monitor Use:				
Stand By Qty	Casing Diam	Casing Depth	Total Depth	WD Avg GPD	WD Peak GPD	WD Max GPD	Latitude	Longitude	
	6	210	520	10,200	62,200	450,700	27° 54' 10.14"	81° 32' 58.88"	

Withdrawals: (continued)

District ID #: 3		User ID: 3						
WD Type: Withdrawal of Groundwater		WD Status: Existing						
Predom. Use: Agricultural		Well Use: Irrigation						
Monitor Type:		Site Operation: No Further Info Necessary						
Stand By Qty	Casing Diam	Casing Depth	Total Depth	WD Avg GPD	WD Peak GPD	WD Max GPD	Latitude	Longitude
	10	227	630	21,400	130,600	1,512,300	27° 54' 15.63"	81° 32' 59.16"

Use:

District ID #	Use Type	Predominant Use Type	Use Avg GPD	Drought GPD	Use Peak GPD	Use Max GPD	Use Average Soil Type	IRR Method
1	Citrus	Agricultural	10,200	13,900	62,200	450,700	10.00	Low Volume Spray
2	Citrus	Agricultural	20,400	27,800	124,400	1,015,200	20.00	Low Volume Spray
3	Citrus	Agricultural	21,400	29,200	130,600	1,512,300	21.00	Low Volume Under Tree Spray (Lvs/Some Low Volume Spray)
4	Citrus	Agricultural	30,600	41,700	186,600	1,804,300	30.00	Low Volume Spray



Town of Dundee

PUBLIC UTILITIES

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

August 28, 2024

Welsh Road Land Investments, LLC
Attn: Susan K. Collins
1901 Ulmerton Road
Clearwater, FL 33762-2312

Dear Ms. Collins,

The attached correspondence is the WUP transfer letter, for WUP 2250.008 permitted for 37,700 gallons per day.

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

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

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

Thank you,


Tracy Mercer
Public Utilities & Special Projects Director

cc: WUP agreement

August 26, 2024

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

Dear Ms. Davis:

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

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

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

- **WUP number:** 2250.008
- **Development:** Valencia Ridge Reserve
- **Permittee Name:** Welsh Road Land Investments, LLC
- **List of all withdrawal points to be retired:** District ID Nos. 1
- Quantities to be retired from each withdrawal point. If *only* part of the historically used quantities are to be retired, specify what uses are associated with the quantities to be retired:

Withdrawal Point ID:	Permitted Quantity:
• <u>DID No. 1</u>	<u>37,700 gallons/day (annual avg.)</u>
<u>Total:</u>	<u>37,700 gallons/day (annual avg.)</u>

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

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

We, the WUP 2250.008 Permittee agree that the above information is true and correct.

Welsh Road Land Investments, LLC
Permittee/Owner



Authorized Signature

September 9, 2024

Date

Welsh Road Land Investments, LLC
Permittee/Owner



Authorized Signature

September 9, 2024

Date

Valencia Ridge Reserve Hardship
Town of Dundee
124 Dundee Road
PO Box 1000
Dundee, FL 33838
727-262-0737

BC

Date	Type	Reference	Original Amt.	Balance Due	2/10/2025	Discount	Payment
2/10/2025	Bill	ValenciaRidgeReserve	760.81	760.81			760.81
							760.81

Check Amount
Account: 6500643701
CITIZENS BANK General Acct
Amt: 760.81 Date: 02/10/25
Ref Num: 33532 Seq: 1 to 1

Trust Checking 8452 Valencia Ridge Reserve Hardship 760.81

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

WELSH ROAD LAND INVESTMENTS LLC
1901 ULMERTON ROAD, STE475
CLEARWATER FL 33762
727-262-0737

Trust

003023

2/10/2025

PAY TO THE ORDER OF Town of Dundee \$**760.81

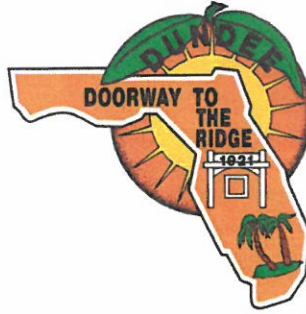
Seven Hundred Sixty and 81/100***** DOLLARS

Town of Dundee
124 Dundee Road
PO Box 1000
Dundee, FL 33838

MEMO Valencia Ridge Reserve Hardship

NEW RED IMAGE
FADING WITH HEAT

Security Features Included Details on back



TOWN COMMISSION MEETING MINUTES

February 25, 2025, at 6:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER at 6:28 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION led by Mayor Pennant

RECOGNITION OF SERGEANT AT ARMS – Sgt. Anderson

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS provided by Mayor Pennant

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Commissioner Richardson

Commissioner Pugh

Commissioner Quarles

Vice-Mayor Goddard

Mayor Pennant

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

(Each speaker shall be limited to three (3) minutes)

Mayor Pennant opened the floor for delegations, seeing none, the floor was closed.

LETTER OF CIVILITY presented

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR FEBRUARY 25, 2025

Item A. Community Center Rental Application with Polk County School Board for JROTC – *(this item was placed on the agenda)*

Mayor Pennant opened the floor for public comment; being none, the floor was closed.

A motion was made to approve the School Board Application on the consent agenda by Vice Mayor Goddard, seconded by Commissioner Quarles.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant

The motion passed unanimously.

The minutes being reviewed include minutes from the following meetings:

Item B. 2/11/2025 Town Commission Regular Meeting

Item C. Board Appointment

1. Visioning Committee Application - Terry Hudson

Mayor Pennant opened the floor for public comment; being none, the floor was closed.

A motion was made to approve the consent agenda by Commissioner Richardson, seconded by Vice Mayor Goddard.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant

The motion passed unanimously.

APPROVAL OF AGENDA

The following changes were made to the agenda:

- Agenda item #1 – Brynjulfson presentation was added to the agenda.
- Agenda item #4 – task order #4 was updated to task order #6

Mayor Pennant opened the floor for public comment: being none, the floor was closed.

A motion to approve the agenda with changes was made by Vice Mayor Goddard, seconded by Commissioner Quarles.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant

The motion passed unanimously.

NEW BUSINESS

1. DISCUSSION & ACTION, PRESENTATION FROM BRYNJULFSON, CPA FY 2022-2023 COMPREHENSIVE ANNUAL FINANCIAL REPORT

The Comprehensive Annual Financial Report was presented by CPA Mike Brynjulfson.

Attorney Claytor explained the investment of restricted funds.

Mayor Pennant opened the floor for public comment:

Annette Wilson asked about the timeliness of the audit, affecting the results of the audit and how well the town did with the audit.

Commissioner Richardson stated she was enthused with the details and structure of which the audit report was completed.

Commissioner Pugh asked for one positive take away from the audit report.

2. DISCUSSION & ACTION, VALENCIA RIDGE RESERVE HARDSHIP APPLICATION

Interim Town Manager and Attorney Claytor provided the analysis for the hardship application.

This is an applicant-initiated request for approval of a hardship application for the Valencia Ridge Subdivision. The Town Commission may authorize exception(s) to the moratorium imposed by Ordinance 24-09 when it finds, based upon competent substantial evidence presented at a duly noticed public meeting, that the deferral of action and/or issuance on an application for a development order and/or development permit for the duration of the moratorium imposes an extraordinary hardship. For purposes of requesting a hardship exception, the owner shall request a determination in the same form and manner provided for in **Section 6** of the Ordinance.

In reviewing an application for an exception based upon a claim of extraordinary hardship, the Town Commission shall consider all competent substantial evidence and relevant testimony which includes, but is not limited to, the following:

- (i) Prior to July 23, 2024 (date established by pending ordinance doctrine), the extent to which the owner had received permit(s) and/or approvals from the Town.
- (ii) Prior to July 23, 2024, whether the owner had entered into any contractual commitments in reliance upon the permit(s) and/or approval(s) issued by the Town.
- (iii) Prior to July 23, 2024, whether the owner has made a substantial expenditure in *good faith* reliance upon the permit(s) and/or approval(s) issued by the Town.
- (iv) Prior to July 23, 2024, in *good faith* reliance upon the permit(s) and/or approval(s) issued by the Town, the owner has incurred financial obligation(s) to a lending institution which cannot be met unless the subject development proceeds (i.e., owner exhausted all available alternatives).

Whether the moratorium exposes the owner to substantial monetary liability to third-parties, results in the owner's inability to earn a reasonable investment-backed expectation on and/or for the subject real property.

Mayor Pennant inquired of Assistant Town Manager Peterson of the relevance to the claims of a hardship. She said there is no CSP Approval allowing the developer to move earth.

Assistant Town Manager Peterson stated that in her opinion there was no relevance.

Mayor Pennant opened the floor for public comment:

Annette Wilson asked if this was one of the projects before the moratorium.

Commissioner Pugh asked, how does the commission reasonably bypass the considerations for a hardship. She said based on the five items before the commission, the commission cannot reasonably vote for the hardship application.

Attorney Claytor stated the Ordinance spells out the conditions of hardship and that staff is not making any recommendations.

Joe Esposito, on behalf of Valencia Ridge Reserve, said they are not asking for approval but to continue their plans so they may receive approval at the end, once they receive water in 90 days or so.

Mayor Pennant stated several things need to be done. Even with everything done and ready to go, we still must wait for the report from SWFMD as to how much water the project will receive.

Commissioner Pugh spoke in support of staff's recommendations and asked for a vote.

A motion to deny the hardship application based on the project not receiving the level of approval to justify a hardship was made by Vice Mayor Goddard and seconded by Commissioner Pugh.

Voting in favor, Commissioner Quarles, Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant

The motion passed unanimously.

3. DISCUSSION & ACTION, UTILITIES DEPARTMENT TRUCK PURCHASE

Interim Town Manager Carbone presented the analysis.

The Public Utilities Department is requesting an additional \$7,887.60 to facilitate the purchase of a 2024 Ford Ranger XL 4X4 and a 2025 Ford Maverick XL from Jarrett Gordon Ford. The Ford Ranger is currently in stock at the dealership, and the Maverick is in production with an estimated availability in 30 days.

At the April 9, 2024, Town Commission Meeting, the Commission approved the purchase of two (2) 2024 Ford Maverick trucks from Bartow Ford in the amount of \$59,095.40, for the Utilities Department, as outlined in the FY 2023-2024 budget. These vehicles were intended to replace vehicle #405 and vehicle #502, both of which are out of service.

The trucks were ordered from Bartow Ford on April 10, 2024. In December 2024, the Town was notified that the vehicles could not be delivered due to a stop-sale recall with an indefinite resolution timeline. With no further updates or resolution, the Public Utilities Department canceled the order with Bartow Ford on February 17, 2025.

The mayor opened the floor for public comment; being none, the floor was closed.

A motion to approve the purchase of the Ford Maverick and Ford Ranger was made by Vice Mayor Goddard and seconded by Commissioner Quarles.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant

The motion passed unanimously.

4. DISCUSSION & ACTION, RAFTELIS TASK ORDER #6

Interim Town Manager Carbone presented the analysis.

Task Order Number 6 to Continuing Contract for Consulting Services for Stormwater Rate Study.

Mayor Pennant opened the floor for public comment; being none, the floor was closed.

A motion to approve Task order #6 was made by Vice Mayor Goddard, seconded by Commissioner Quarles.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant

The motion passed unanimously.

REPORTS FROM OFFICERS

Dundee Fire Department

Interim Town Manager Carbone reported as of YTD, there are a total of 211 calls for service, since the last update there have been 102 calls for service, 64 rescue calls, 2 fires, 3 false alarms, 32 good intents and 1 public assist. He further shared the 2025 calendar featuring the Town of Dundee's fire truck by the truck's manufacturer.

Commissioner Richardson called for a resident who arrived late to the meeting to address the commission. Brandon Ramirez spoke concerning a letter received by staff. It was explained that the letter is to notify residents of the right-of-way vacation taking place within 300 ft. of their property.

A brief conversation was had between Commissioner Richardson and Public Works Director John Vice concerning

Town Attorney

Town Attorney Claytor stated he would be working with staff, Sgt. Anderson, and PCSO to evaluate the need for speed control devices within certain school zones. He stated their findings would be shared with the commission at a later date. He went on to say, based on feedback from the community, there is a need for deterrents within the school zones.

Mayor Pennant inquired about a crossing zone identified for the middle school. It was stated that it was a county-owned road and the county did not designate a crossing zone.

Department Updates

Town Manager

Assistant Town Manager Peterson is planning a tour of the Town with the visioning committee. Permits will no longer be accepted after 3:00 p.m. and signage has been placed to notify residents, and Facebook will be updated to reflect the changes. After a meeting with Mike Brynjolfson, a game plan was established

Commissioners

Commissioner Richardson called for a resident who arrived late to the meeting to address the commission concerning a letter received by staff. It was explained the letter is to notify residents of to Quarles thanked everyone for coming out.

Commissioner Pugh said the town does need a CRA consultant. She said they have a specialized skill set and the staff has their skill set but the consultant will help identify issues that we cannot. [she stated on February 22, from 11:00 a.m. until 2:00 p.m. there will be a free community day of service in the Winn Dixie parking lot.]

Vice Mayor Goddard thanked everyone for coming out for what was a productive meeting.

Mayor Pennant said he echoes his seatmates' sentiments and thanked everyone for coming out to help the commission govern and make a great experience.

ADJOURNMENT at 8:48 p.m.

Respectfully submitted,

Erica Anderson

Erica Anderson, Town Clerk

APPROVAL DATE: _____

PUBLIC NOTICE: *Please be advised that if you desire to appeal any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases, a verbatim record is required. You must make your own arrangements to produce this record. (Florida statute 286.0105)*

If you are a person with disability who needs any accommodations in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the town clerk's office at 202

east main street, Dundee, Florida 33838 or phone (863) 438-8330 within 2 working days of your receipt of meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.

PROCLAMATION



WHEREAS, libraries are the heart of their communities, campuses, and schools’ and

WHEREAS, librarians work tirelessly to meet the changing needs of their communities, from providing linguistically diverse literature and life-skill classes to bringing services outside of library walls; and

WHEREAS, libraries and librarians bring together community members to enrich and shape the community and address local issues; and

WHEREAS, librarians are trained, tech savvy professionals, providing technological training and access to downloadable content like e-books; and

WHEREAS, libraries offer programs to meet the community needs of Dundee by providing learning opportunities for our future through the summer reading program, story time reading sessions and other engagement opportunities for children; and

WHEREAS, libraries continuously grow and evolve in how they provide for the needs of every member of their communities; and

WHEREAS, libraries, librarians, library workers, and supporters across Polk County are celebrating National Library Week;

NOW, THEREFORE, I, Samuel Pennant, Mayor of the Town of Dundee, do hereby proclaim April 6-12, 2025 to be

NATIONAL LIBRARY WEEK

and encourage all residents to visit the Dundee Library this week to take advantage of the wonderful library resources.

Dated this 8th day of April, 2025

Sam Pennant, Mayor

Attest:

Erica Anderson, Town Clerk

PROCLAMATION



WHEREAS, Autism Awareness Month is observed annually in April intended to increase understanding and acceptance of the Autism Spectrum Disorder; and

WHEREAS, Autism Spectrum Disorder refers to a broad range of conditions characterized by challenges with social skills, repetitive behaviors, speech, and nonverbal communication' it is accompanied by medical issues such as GI disorders, seizures, sleep disturbances, anxiety, and depression; research indicates that early diagnosis, intervention, and access to support services leads to positive outcomes for those living with the disorder; and

WHEREAS, National Autism Awareness month is backed by the Autism Society of America which has local chapters throughout the United States which hold special events throughout April and undertake a number of activities to raise awareness of autism; and

WHEREAS, Autism Awareness Month promotes acceptance and celebration of those on the spectrum who are our family members, friends, classmates, co-workers, and community members and the valuable contributions and richness they bring to our world; and

WHEREAS, Autism Spectrum Disorder is a natural variation of the human experience, and we can all create a world which values, includes, and celebrates all minds and abilities; and

NOW, THEREFORE, I, Samuel Pennant, Mayor of the Town of Dundee, recognizes and proclaims the month of April as

NATIONAL AUTISM AWARENESS MONTH

and encourages all residents to be better informed; more empathetic and supportive of those on the Autism Spectrum.

Dated this 8th day of April, 2025

Sam Pennant, Mayor

Attest:

Erica Anderson, Town Clerk



TOWN COMMISSION MEETING

April 8, 2025, at 6:30 PM

AGENDA ITEM TITLE: Reserve at Dundee Lakes Certified Subdivision Plan, Resolution 25-08

SUBJECT: The Town Commission will hear the Certified Subdivision Plan Staff Report for Reserve at Dundee Lakes Subdivision, Resolution 25-08

STAFF ANALYSIS: The Applicant, Moshe Goldshmidt on behalf of Dundee Reserve Holdings, LLC is requesting approval of the Certified Subdivision Plan (CSP) for Reserve at Dundee Lakes Subdivision Phases 1&2 (1A, 1B, 2A, and 2B). The proposed subdivision is located on 211.69 +/- acres of land and is located west of H.L. Smith Rd, south of Weiberg Rd., east of 8th street, and on the north and south side of Lake Marie Dr., further described as parcels: 272822-000000-022010,272822-000000-041050,272823-000000-044010,272826-000000-013010,272826-000000-031030,272826-000000-033000,272827-000000-011000,272827-000000-031010, and 272827-835500-000010. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning designation of Planned Unit Development-Residential (PUD-R).

FISCAL IMPACT: No Fiscal Impact

STAFF RECOMMENDATION: Staff recommends approval with conditions

ATTACHMENTS: Staff Report

Resolution 25-08

Developers Agreement

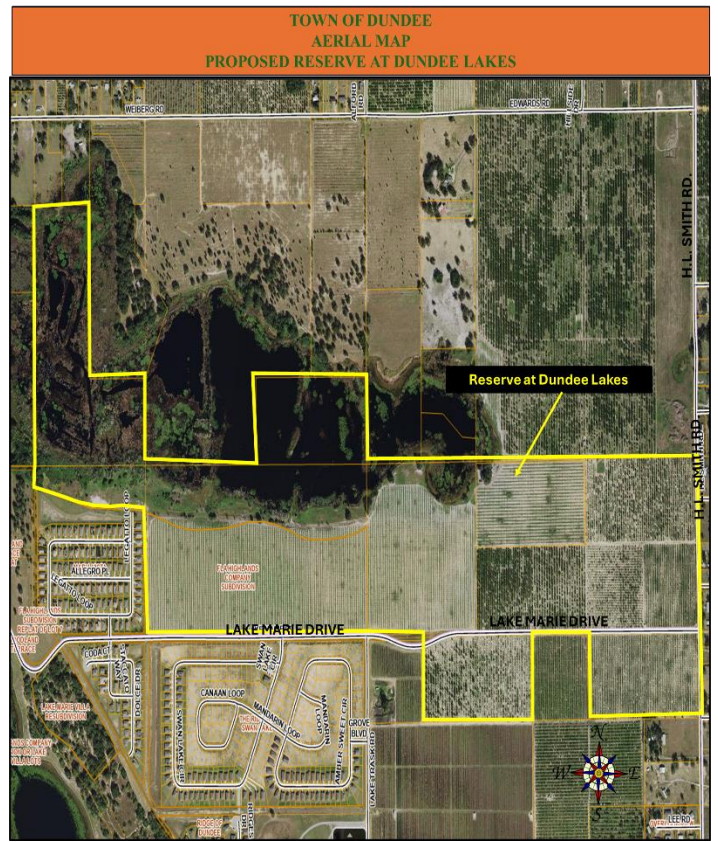
Water Allocation Agreement

Town of Dundee Town Commission Staff Report Reserve at Dundee Lakes Certified Subdivision Plan

To:	Town of Dundee Town Commission
Agenda Date:	April 8, 2025
Department:	Planning and Zoning
Request:	Consider the Certified Subdivision Plan (CSP) for Reserve at Dundee Lakes Subdivision Phases 1&2 (1A, 1B, 2A, and 2B)
Applicant:	Moshe Goldshmidt
Property Owner:	Dundee Reserve Holdings, LLC
Location:	Located west of H.L. Smith Rd., south of Weiberg Rd., east of 8 th street, north side of Lake Marie Dr. in the Town of Dundee
Area Size & Parcel Number(s)	211.69 +/-, 272822-000000-022010,272822-000000-041050,272823-000000-044010,272826-000000-013010,272826-000000-031030,272826-000000-033000,272827-000000-011000,272827-000000-031010, and 272827-835500-000010
Staff Recommendation (DRC):	Approval
Prepared By:	Lorraine Peterson, Development Director



LOCATION MAP



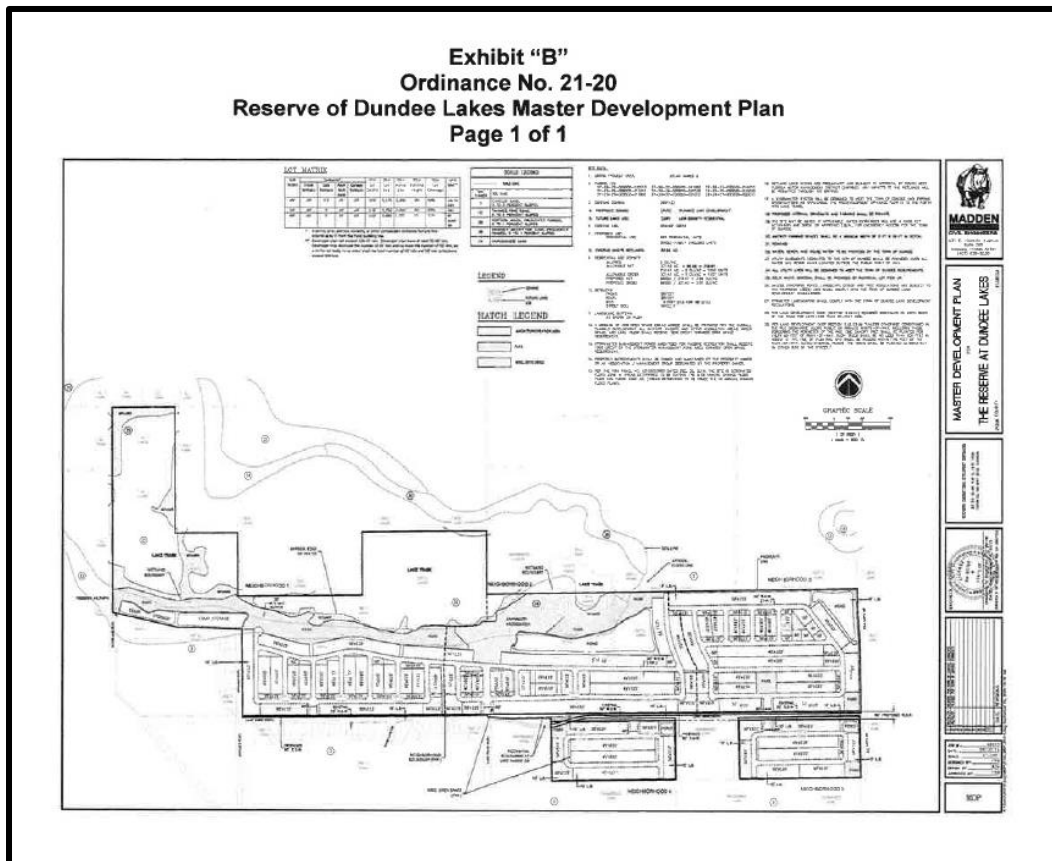
AERIAL MAP

Town of Dundee Town Commission Staff Report Reserve at Dundee Lakes Certified Subdivision Plan

BACKGROUND

The Applicant, Moshe Goldshmidt on behalf of Dundee Reserve Holdings, LLC is requesting approval of the Certified Subdivision Plan (CSP) for Reserve at Dundee Lakes Subdivision Phases 1&2 (1A, 1B, 2A, and 2B). The proposed subdivision is located on 211.69 +/- acres of land and is located west of H.L. Smith Rd, south of Weiberg Rd., east of 8th street, and on the north and south side of Lake Marie Dr., further described as parcels: 272822-000000-022010, 272822-000000-041050, 272823-000000-044010, 272826-000000-013010, 272826-000000-031030, 272826-000000-033000, 272827-000000-011000, 272827-000000-031010, and 272827-835500-000010. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning designation of Planned Unit Development-Residential (PUD-R).

The proposed project includes 412 single-family units and 131.23 +/- acres of open space (90.38 +/- acres required) to be owned and maintained by the Homeowners Association (HOA). The Town Commission approved the Master Development Plan (MDP) for the Planned Unit Development on September 28, 2021.



Town of Dundee Town Commission Staff Report Reserve at Dundee Lakes Certified Subdivision Plan

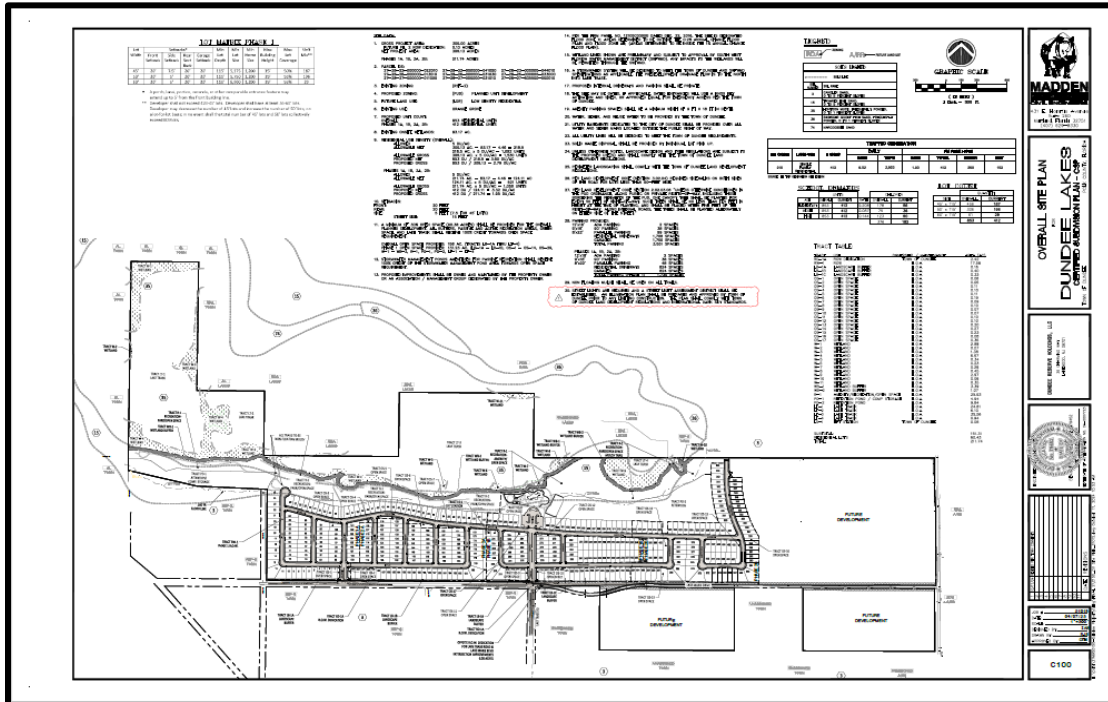
CERTIFIED SUBDIVISION PLAN

Per Section 7.01.07 of the Land Development Code, the purpose of the Certified Subdivision Plan (CSP) is to allow town staff to perform a technical review of all proposed site improvements and serves as the basis upon which the final plat is prepared. Upon approval of CSP, the applicant may proceed with permitting for installation of improvements, including:

- tree removal
- clearing and grubbing
- installation of streets and utilities
- installation of stormwater management systems.

Certified subdivision plans remain valid for one year from the date of approval. No residential building permit shall be issued until the final plat has been accepted by the Town and recorded with the Clerk of the Circuit Court for Polk County, except where approval has been given for residential units as models. Final certificates of occupancy for models shall not be issued until the final plat has been accepted by the town and recorded in the public records for Polk County.

The Overall Site Plan portion of the proposed Certified Subdivision Plan for the Reserve at Dundee Lakes can be seen below.



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Town Commission Staff Report
Reserve at Dundee Lakes
Certified Subdivision Plan

POTABLE WATER AND WASTEWATER

Reserve at Dundee Lakes has 306 ERC’s (Equivalent Residential Connection), the certificates were renewed on August 29, 2024, in the amount of 33,048.00.

306X360=110,160GPD

Equivalent residential connection (ERC) shall mean a unit of measurement of water and wastewater service used to determine water and wastewater service capacity usage and connection fees for new development/improvement, which reduces all classes of utility system users to a common denominator, such as a standard single-family dwelling unit. **One ERC equates to 360 gallons per day (GPD) of water used and 270 GPD of wastewater generated.** The ERCs for a new user of the Town of Dundee-owned water and/or wastewater system shall be determined by the Town of Dundee as the method by which a new user pays the fair share of the costs for the new use.

Estimated Demand is as follows:

Table 1

Permitted Intensity 211.74 +/- acres	Maximum Permitted in PUD-R PUD-R@5 units/acres=1,059 units	Proposed Permitted in PUD-R PUD- R@1.95units/acres=412 units
Potable Water Consumption	1,059 X 360 = 381,240 GPD	412 X 360 = 148,320 GPD
Wastewater Generation	1,059 X 270 = 285,930 GPD	412 X 270 = 111,240 GPD

ERC’s 306X360=110,160 GPD (305 SF D/U), need 148,320 GPD (412 SF D/U) leaving a deficit of 38,160 GPD/107units

ROADWAYS/TRANSPORTATION NETWORK

Estimated Demand is as follows:

Table 2

Permitted Intensity 211.74+/- acres	Maximum Permitted in PUD-R PUD-R @ 5 units/acres= 1,059 units	Proposed Permitted in PUD-R PUD-R @1.95 units/acres = 412 units
Average Annual Daily Trips (AADT)	1,059 X 7.81 = 8,271 AADT	412 X 7.81 = 3,218 AADT
PM Peak Hour Trip	1,059X 1.00= 1,059 PM Peak	412 X 1.00 = 412 PM Peak

Source: Polk TPO April 8, 2022 -ITE Code 210-Single Family Detached rate per unit 7.81 AADT and 1.00 AADT PM Peak Hour

Town of Dundee
Town Commission Staff Report
Reserve at Dundee Lakes
Certified Subdivision Plan

Available Capacity is as follows:

Table 3 Roadway Link Concurrency

Link #	Road Name	Functional Classification	Current Level of Service (LOS)	Available Peak Hour Capacity	Minimum LOS Standard	5- Year Peak Hr. Projected LOS
8212N	H.L. Smith Road (Lake Mabel Loop Rd. to CR 542/Hatchineha Rd.)	Rual Minor Collector	C	667	D	C
8212S			C	661	D	C
8218E	SR 17 (Scenic Highway) to H.L. Smith Road	Urban Collector	C	713	E	C
8218W			C	710	E	C

Source: Polk Transportation Planning Organization-2023 Roadway Network Database

STREET NAMES

According to section 7.01.07 11 (A) (2) C of the Land Development Code the Town Commission shall have the authority to approve or disapprove any street name, listed below are the proposed street name for the subdivision.

- Seashell Ave.
- Sandstone Ave.
- Oak Blossom Way
- Peach Street
- Lily Lane
- Great Oaks Road
- Hollow Drive
- Bush Court
- Red Oak Dr.
- Pebble Way

PUBLIC SCHOOLS

Name of School	Proposed Use Estimated Demand	% Capacity 2024-2025 School Year	Available Seats	Average Driving Distance from Subject Site
Elbert Elementary School (zoned)	86			6.6 ± miles driving distance
Dension Middle School (zoned)	36			7.5± miles driving distance
Haines City Senior High School (zoned)	59			7.6± miles driving distance

Source: Polk County School Board School Concurrency letters are valid for 18 months

Town of Dundee
Town Commission Staff Report
Reserve at Dundee Lakes
Certified Subdivision Plan

CONDITIONS

Please see conditions in Resolution 25-09 (attached).

DEVELOPMENT REVIEW COMMITTEE

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the Certified Subdivision Plan for Reserve at Dundee Lakes Phases 1 and 2 on the basis of the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee finds that with the proposed conditions, the request by the applicant Moshe Goldshmidt on behalf of Dundee Reserve Holdings, LLC is compatible with surrounding land uses and general character of the area, is consistent with the Town of Dundee Comprehensive Plan and Land Development Code, and therefore recommends **approval of Reserve and Dundee Lakes Phases 1 and 2(1A, 1B, 2A and 2B) Certified Subdivision Plan (CSP)**.

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

TOWN COMMISSION REVIEW

Following its own review, the Town Commission shall either approve the CSP or disapprove with reasons stated. Should any adverse review comment or recommendation be made by the Town Commission which may require a revision of the proposed CSP, the necessary revisions may be made for reconsideration at the applicable step within the review process.

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MOTION OPTIONS:

1. I move the Town Commission **approve Resolution 25-09**, a resolution for the Certified Subdivision Plan of Reserve at Dundee Lakes Phases 1 and 2 Subdivision, a request by the applicant Moshe Goldshmidt on behalf of Dundee Reserve Holdings, LLC.
2. I move the Town Commission **approve with conditions Resolution 25-09**, a resolution for the Certified Subdivision Plan of Reserve at Dundee Lakes Phases 1 and 2 Subdivision, a request by the applicant Moshe Goldshmidt on behalf of Dundee Reserve Holdings, LLC.
3. I move the Town Commission **deny Resolution 25-09**, a resolution for the Certified Subdivision Plan of Reserve at Dundee Lakes Phases 1 and 2 Subdivision, a request by the applicant Moshe Goldshmidt on behalf of Dundee Reserve Holdings, LLC.

Attachments:

Resolution 25-09

Developers Agreement

Water Allocation Agreement

Town of Dundee
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Reserve at Dundee Lakes Phase(s) 1 and 2
Conditional Certified Subdivision Plan



RESOLUTION NO. 25-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE RESERVE AT DUNDEE LAKES PHASE(S) 1 AND 2; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee (the “Town”) is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the Town is vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, the proposed *Reserve at Dundee Lakes Subdivision* (the “Subdivision”) is to occur on approximately 305 +/- acres which are located within the corporate limits of the Town of Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-

Town of Dundee
 Resolution 25-07
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000010, 272826-000000-033000, 272826-000000-031030 and 272826-000000-013010 (hereafter collectively referred to as the "Property"); and

WHEREAS, on July 1, 2021, an application was submitted and received for the Property for *Planned Unit Development (PUD) Zoning and Master Development Plan Approval* (hereafter the "PUD Application"); and

WHEREAS, the PUD Application included, but was not limited to, a Letter of Transmittal, Developer's Statement, and Impact Assessment Statement; and

WHEREAS, on August 19, 2021, in accordance with Section 163.3174, Florida Statutes, and applicable Florida law, the *Town of Dundee Planning and Zoning Board* (hereafter the "TOD Board"), sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting considered the PUD Application which included, but was not limited to, an updated *Master Development Plan* dated August 9, 2021; *Color Exhibit* dated August 19, 2021; and all testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on August 19, 2021, after considering all relevant testimony and evidence, the TOD Board voted to recommend approval of the PUD Application; and

WHEREAS, on September 28, 2021, at a duly noticed public hearing, the Town Commission of the Town of Dundee (hereafter the "Town Commission") passed and approved *Town of Dundee Ordinance No. 21-20* (hereafter the "Ordinance"); and

WHEREAS, pursuant to Section 7.09.00 of the *Town of Dundee Land Development Code* (hereafter the "LDC"), the Ordinance *conditionally* approved the change in zoning designation on and/or for the Property from Moderate-Density Single-Family Residential (RSF-2) to *Planned Unit Development-Residential (PUD-R)*; and

WHEREAS, pursuant to Section 7.09.01 of the LDC, the Ordinance included, but was not limited to, the *Master Development Plan dated August 9, 2021; Color Exhibit dated August 19, 2021; Development Requirements; and Special Conditions* for the Subdivision (hereafter collectively referred to as the "MDP"); and

WHEREAS, copies of the Staff Report, the Ordinance, and the MDP are attached hereto as **Composite Exhibit "A"** and made a part hereof by reference; and

WHEREAS, pursuant to Section 7.09.03 of the LDC, approval of the Ordinance (see **Composite Exhibit "A"**) constituted a rezoning of the Property and amendment to the official zoning map; and

WHEREAS, pursuant to Section 7.09.03 of the LDC, any and all development of

Town of Dundee
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Reserve at Dundee Lakes Phase(s) 1 and 2
Conditional Certified Subdivision Plan

the Property and/or Subdivision shall be in strict conformance with the MDP (see **Composite Exhibit “A”**); and

WHEREAS, pursuant to Section 7.09.03 of the LDC and applicable Florida law, approval of the MDP does not convey the right to develop property in a manner which is inconsistent with the comprehensive plan and current codes; and

WHEREAS, on March 2, 2022, fee simple title to the Property was conveyed to **Dundee Reserve Holdings, LLC** (hereafter referred to as the “Applicant” and/or “Owner”), an active Florida limited liability company authorized to transact business in the State of Florida, by virtue of that certain Special Warranty Deed (hereafter the “Deed”) recorded in Official Records Book 12146, Pages 1840-42, Public Records of Polk County, Florida; and

WHEREAS, on August 29, 2024, at a duly noticed public meeting, the Town Commission approved that certain *Amendment to Agreement Regarding the Extension of Certain Equivalent Residential Connections for Reserved Capacity in the Town of Dundee’s Water Treatment Plant* (hereafter the “ERC Agreement”); and

WHEREAS, copies of the Deed, Polk County Property Appraiser Aerial, and the ERC Agreement are attached hereto as **Composite Exhibit “B”** and made a part hereof by reference; and

WHEREAS, on September 10, 2024, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Ordinance No. 24-09* (the “Moratorium”) establishing a moratorium on and/or for the acceptance and processing of applications for annexations, rezonings, building permits, planned developments, master planned communities, development order(s), and development permit(s); and

WHEREAS, prior to the adoption of the Ordinance, the Owner negotiated and executed the *Town of Dundee Concurrency Developer’s Agreement and Water Supply Allocation Agreement* (hereafter collectively referred to as the “Agreements”); and

WHEREAS, the Agreements are attached hereto as **Composite Exhibit “C”** and made a part hereof by reference; and

WHEREAS, pursuant to the terms and conditions of the Moratorium, the Subdivision was specifically and conditionally exempt from the Moratorium; and

WHEREAS, the Applicant submitted a *Town of Dundee Subdivision Application* (hereafter the “Application”) for approval of the proposed *Certified Subdivision Plan for the Reserve at Dundee Lakes Phases 1 and 2* (hereafter the “Reserve CSP”) which is located on the Property; and

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WHEREAS, on December 6, 2024, pursuant to the applicable Florida law which includes, but is not limited to the LDC and Section 163.31801, Florida Statutes (2024), the Applicant submitted an application for a *Transportation Infrastructure Developer's Agreement* (the "Infrastructure Agreement"); and

WHEREAS, on January 1, 2025, which was the effective date set forth in *Town of Dundee Ordinance No. 24-10*, the Town established an updated schedule of Transportation Impact Fees (TIF) in accordance with Section 163.31801, Florida Statutes (2024); and

WHEREAS, pursuant to *Section 54-9 of the Town of Dundee Code of Ordinances* and *Section 6.01.07 of the LDC*, the Infrastructure Agreement is required as a condition of approval for the Reserve CSP; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the purpose of the *certified subdivision plan* is to allow Town staff to perform a technical review of all proposed site improvements; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the *certified subdivision plan* forms the basis upon which a final plat will be prepared and consists complete working drawings and design specifications; and

WHEREAS, copies of the Application and proposed Reserve CSP are attached hereto as **Composite Exhibit "D"** and made a part hereof by reference; and

WHEREAS, the Reserve CSP (see **Composite Exhibit "D"**) includes 412 single-family lots, amongst other improvements and amenities; and

WHEREAS, pursuant to the technical review performed by the Town and/or Town's consultants, the Reserve CSP (see **Composite Exhibit "D"**) has not satisfied the general requirements set forth by Section 7.01.07 of the LDC; and

WHEREAS, the Applicant has substantially complied with all the requirements set forth in *Section 7.01.07 of the LDC* regarding the preparation the Reserve CSP (see **Composite Exhibit "D"**) for the Subdivision; and

WHEREAS, pursuant to *Section 7.02.03 of the LDC* and applicable provision of the Code of Ordinances of the Town of Dundee, a *development order* and/or *development permit* will not be approved by the Town for the Subdivision unless a satisfactory concurrency evaluation is performed in accordance with Section 6.01.00 of the LDC; and

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WHEREAS, on the effective date of this Resolution, pursuant to the terms and conditions of the ERC Agreement (see **Composite Exhibit “B”**), the Applicant has reserved potable water capacity for 306 residential units (hereafter the “Reserved Capacity”); and

WHEREAS, on the effective date of this Resolution, the Town of Dundee is not able to provide allocable potable water capacity for the Subdivision in excess of the Reserved Capacity (i.e., remaining 106 residential units); and

WHEREAS, pursuant to *Section 54-9 of the Town of Dundee Code of Ordinances* and *Section 6.01.07.03 of the LDC*, an updated *Town of Dundee Concurrency Developer’s Agreement* is required as a condition of approval for the Reserve CSP; and

WHEREAS, notwithstanding the Reserved Capacity (see **Composite Exhibit “B”**), pursuant to Section 6.01.07.03 of the LDC and applicable Florida law, this Resolution does not create a reservation of capacity in the Town water plant or network capacity or a commitment to provide such service(s) to and/or for the Subdivision; and

WHEREAS, the Applicant requests that the Town Commission of the Town of Dundee conditionally approve the Reserve CSP (see **Composite Exhibit “D”**) for the Subdivision subject to the terms and conditions set forth by this **Resolution No. 25-07**; and Town Commission’s approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to final platting in accordance with applicable provisions of the Town of Dundee Land Development Code and the conditions set forth by this **Resolution No. 25-07**; and

WHEREAS, on April 8, 2025, the Town Commission, at a duly noticed public meeting, held a public hearing to consider the Reserve CSP (see **Composite Exhibit “D”**) for approval; and

WHEREAS, on April 8, 2025, the Town Commission found that approval of this **Resolution No. 25-07** and the Reserve CSP (see **Composite Exhibit “D”**) preserves, enhances and encourages the most appropriate use of land consistent with the public interest, the Town of Dundee 2030 Comprehensive Plan policies and objectives, and the Town of Dundee Land Development Code; and

WHEREAS, on April 8, 2025, the Town Commission held a duly noticed public hearing in order to approve the Reserve CSP (see **Composite Exhibit “D”**) and found that the approval of this **Resolution No. 25-07** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the *Town of Dundee 2030 Comprehensive Plan* policies, goals, and objectives; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the

Town of Dundee
 Resolution 25-07
 Reserve at Dundee Lakes Phase(s) 1 and 2
 Conditional Certified Subdivision Plan

approval and adoption of this **Resolution No. 25-07** is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; and this **Resolution No. 25-07** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

Section 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 adoption of this **Resolution No. 25-07**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Resolution No. 25-07**.

Section 2. Conditional Approval.

Dundee Reserve Holdings, LLC (hereafter referred to as the “Applicant” and/or “Owner”), an active Florida limited liability company authorized to transact business in the State of Florida, is the fee simple owner of the real property which is identified by the Polk County Property Appraiser as Parcel Identification Numbers 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030 and 272826-000000-013010 (hereafter collectively referred to as the “Property”).

The Owner of the Property submitted that certain *Town of Dundee Subdivision Application* (hereafter the “Application”) for approval of the *Certified Subdivision Plan for the Reserve at Dundee Lakes Phases 1 and 2* (hereafter the “Reserve CSP”). Copies of the Application and Reserve CSP are attached hereto as **Composite Exhibit “D”** and incorporated herein by reference.

The Town Commission of the Town of Dundee (hereafter the “Town Commission”) having reviewed the Reserve CSP (see **Composite Exhibit “D”**) and having been otherwise fully advised in the premises hereby conditionally approves the Reserve CSP for construction of utility systems and other required infrastructure in accordance with Section 7.01.07 of the Town of Dundee Land Development Code (hereafter the “LDC”) and the conditions (hereafter the “Reserve CSP Conditions”) which are attached hereto as **Exhibit “E”** and incorporated herein by reference.

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 Reserve at Dundee Lakes Phase(s) 1 and 2
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Section 3. Authorization.

The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions in order to effectuate the intent of this **Resolution No. 25-07** which includes, but shall not be limited to, negotiating and entering into any agreement(s) with the Applicant and/or Applicant's authorized designee with regard to the terms and Reserve CSP Conditions (see **Exhibit "E"**) set forth by this **Resolution No. 25-07** and the Town's conditional approval of the Reserve CSP (see **Composite Exhibit "B"**) and applicable *site development plan* for the *Reserve at Dundee Lakes Phases 1 and 2*.

Section 4. Conflicts.

All resolutions in conflict herewith are repealed in order to give this **Resolution No. 25-07** full force and effect.

Section 5. Severability.

The provisions of this **Resolution No. 25-07** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-07**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 25-07**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 25-07** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 25-07** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-07** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 25-07**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-07**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 25-07** may be renumbered or re-lettered and the word "resolution" may be changed to,

Town of Dundee
Resolution 25-07
Reserve at Dundee Lakes Phase(s) 1 and 2
Conditional Certified Subdivision Plan

"section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 25-07** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 7. Effective Date.

This **Resolution No. 25-07** shall take effect upon passage by the Town Commission of the Town of Dundee, Florida.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in Regular Session this 8th day of April 2025.

TOWN OF DUNDEE

Mayor – Sam Pennant

ATTEST:

Town Clerk – Erica Anderson

Approved as to form:

Town Attorney - Frederick J. Murphy, Jr.

**DUNDEE TOWN COMMISSION MEETING
SEPTEMBER 28, 2021**

**AGENDA ITEM 05: ORDINANCE 21-20: PUBLIC HEARING, RESERVE AT DUNDEE
ZONING AMENDMENT**

SUBJECT:

The Town Commission will consider the request by Wheeler Farms, Inc to amend the official zoning map.

STAFF ANALYSIS:

The property, which is located north and south of Lake Marie Drive, west of H. L. Smith Road, includes eight parcels, comprising approximately 302 acres of land. The land is presently vacant. The property related to the zoning map amendment request includes Low Density Residential (LDR) Future Land Use and lake. It is located adjacent to the shores of Lake Trask.

The applicant is requesting a Zoning Map amendment from 14.5 acres of Moderate-Density Single Family Residential-2 (RSF-2) to Planned Unit Development-Residential (PUD-R). The applicant wants to develop a single-family subdivision with a mixture of lot widths not available through straight zoning and an enhanced amenities component.

STAFF RECOMMENDATION:

Approval

ATTACHMENTS:

- CFRPC Staff Analysis
- Ordinance 21-20



**TOWN OF DUNDEE
ZONING AMENDMENT
STAFF REPORT & PROPOSED AMENDMENTS**

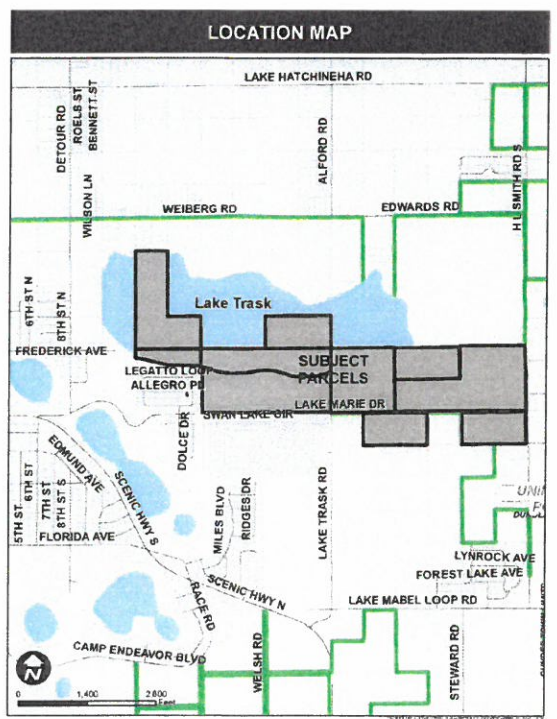
TO: Town of Dundee Town Commission
PREPARED BY: Central Florida Regional Planning Council
AGENDA DATE: September 28, 2021
REQUESTED ACTION: **PUBLIC HEARING ORDINANCE 21-20:**

A request by Wheeler Farms, Inc. to amend the official zoning map designation for property from Moderate-Density Single-Family Residential (RSF-2) and lake to Planned Unit Development-Residential (PUD-R) on approximately 302 acres of land, located north and south of Lake Marie Drive, west of H. L. Smith Road, further described as parcels: 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, AND 272826-000000-013010.

BACKGROUND:

The property, which is located north and south of Lake Marie Drive, west of H. L. Smith Road, includes eight parcels, comprising approximately 302 acres of land. The land is presently vacant.

The property related to the zoning map amendment request includes Low Density Residential (LDR) Future Land Use and lake. It is located adjacent to the shores of Lake Trask.



REQUEST

The applicant is requesting a Zoning Map amendment from 14.5 acres of Moderate-Density Single Family Residential-2 (RSF-2) to Planned Unit Development-Residential (PUD-R). A description for the existing Zoning category is provided below.

EXISTING ZONING

Town of Dundee, Policy 2.02.02.03(B): Moderate-Density Single Family Residential (RSF-2)

The purpose of the RSF2 single-family residential zoning district shall be to locate and establish areas within the Town of Dundee which are deemed to be suited for the development and maintenance of moderately low-density residential living of an urban character; to designate those uses and services appropriate and proper for location and development within said zoning district; and to establish such development standards and provisions as are appropriate to ensure proper development in a moderately low-density residential environment. It is intended that the maximum residential density within the district shall be 4.0 dwelling units per acre of land.

REASON FOR REQUEST:

The applicant wants to develop a single-family subdivision with a mixture of lot widths not available through straight zoning and an enhanced amenities component.

ANALYSIS:

Table 1 includes the density/intensity for the existing and proposed Zoning designations for the property.

**Table 1:
Analysis of Impacts from Proposed Zoning change**

	Existing Zoning: RSF-2 (201.7 acres) Lake (99.7 acres)	Proposed Zoning: PUD-R (301.4 acres)
Density/Intensity	RSF-2: 4 du/acre Lake: 0 du/acre	2.9 du/acre
Density Potential	807 DU	865 DU
Difference	Increase of 58 DU	

SURROUNDING PROPERTIES:

The property to the south includes single-family homes and citrus. The property to the east includes agriculture development. The property to the north includes Lake Trask. The property to the west includes single-family homes.

PUBLIC FACILITIES AND SERVICES ANALYSIS:

Potable Water

Town of Dundee potable water lines are located in the vicinity of the property. The maximum development potential for the property under the existing zoning designation generates a demand of 290,520 gpd. The maximum development potential for the property under the proposed zoning generates a demand of 311,400 gpd. The change in zoning increases the potential impact to the Town's potable water by 20,880 gpd. See calculations below. The Town has capacity to serve phases of the project but not the entire project at this time. Per Section 6.01.01, facilities and services needed to serve the development must be available concurrent with the impacts of development. The Town is working on expanding water services. The developer will be responsible for connecting to the Town's potable water system.

Estimated water consumption for residential based on 360 gallons per day (gpd) as established in the Code of Ordinances.

- Existing Zoning:
 - 807 dwelling units * 360 gpd = 290,520 gpd
- Proposed Zoning:
 - 865 dwelling units * 360 gpd = 311,400 gpd

**Table 3a:
Impact on Town's Water Services – Existing Zoning**

	Current Town Usage (gpcd)	Total Town Capacity (gpcd)	Remaining Town Capacity (gpcd)	Demand for Project (gpcd)	Town Capacity Remaining (gpcd)
Existing Zoning	705,685	917,500	211,815	290,520	-78,705

**Table 3b:
Impact on Town's Water Services – Proposed Zoning**

	Current Town Usage (gpcd)	Total Town Capacity (gpcd)	Remaining Town Capacity (gpcd)	Demand for Project (gpcd)	Town Capacity Remaining (gpcd)
Proposed Zoning	705,685	917,500	211,815	311,400	-99,585

Sanitary Sewer

Town of Dundee sanitary sewer lines are in the vicinity of the property. The maximum development potential for the property under the existing zoning designation generates a demand of 217,890 gpd. The maximum development potential for the property under the proposed zoning generates a demand of 233,550 gpd. The change in zoning increases the potential impact to the Town's sanitary sewer services by 15,660 gpd. See calculations below. The Town has capacity to serve the project.. The developer will be responsible for connecting to the Town's sanitary sewer system.

Estimated sanitary sewer consumption for residential is based on 270 gallons per day (gpd) as established in the Code of Ordinances.

- Existing Zoning:
 - 807 dwelling units * 270 gpd = 217,890 gpd
- Proposed Zoning:
 - 865 dwelling units * 270 gpd = 233,550 gpd

Table 4a:
Impact on Town's Sanitary Sewer Services – Existing Zoning

	Current Town Usage (gpcd)	Total Town Capacity (gpcd)	Remaining Town Capacity (gpcd)	Demand for Project (gpcd)	Capacity Remaining (gpcd)
Existing Zoning	120,000	700,000	580,000	217,890	362,110

Table 4b:
Impact on Town's Sanitary Sewer Services – Proposed Zoning

	Current Town Usage (gpcd)	Total Town Capacity (gpcd)	Remaining Town Capacity (gpcd)	Demand for Project (gpcd)	Capacity Remaining (gpcd)
Proposed Zoning	120,000	700,000	580,000	233,550	346,450

Solid Waste

Dundee transfer 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.

Traffic/Transportation

Access to the site is from Lake Marie Drive. The proposed Master Development Plan includes five access points on Lake Marie Drive. There is a Developer's Agreement for Swan Road (renamed to Lake Marie Drive) that includes all the property within this proposed subdivision. The applicant will have to coordinate with the Town as to the requirements of the agreement. A traffic study will be completed by the applicant to determine what impacts the currently proposed development will have on the Town's road system and what potential improvements will have to be made. The traffic impacts of the project will be addressed through the subdivision approval process.

Recreation

The Planned Unit Development zoning requires the incorporation of a minimum of 30 percent open space and recreation. The proposed Master Development plan meets this requirement. It includes an amenity center, which shall consist of a clubhouse, pool, pavilion, waterslide, playground, splash pad, recreational fields and courts, planting area, barbeque area, and dog park. Per the applicant, prior to issuance of the 216th Certificate of Occupancy, the Developer shall have completed construction of the pool, pavilion, and waterslide. Prior to issuance of the 432nd Certificate of Occupancy, the Developer shall have completed all of the Amenity Center improvements stated in this condition. The Master Development Plan includes walking trails and open space along Lake Trask. Per the developer, the Developer shall complete construction of all walking trails and open space along Lake Trask within Neighborhood 1 concurrent with the first neighborhood, and the Developer shall complete all walking trails and open space along Lake Trask within Neighborhood 2 concurrent with the second neighborhood. There are smaller isolated pocket parks and open spaces in each phase, which will be constructed during that phase.

Environmental Impacts

There are wetlands, floodplains, and a lake on the property. 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. This site is also located in areas identified as potential habitat for the Gopher Tortoise, a threatened species. Since this site is located in an area identified as potential sand skink and gopher tortoise habitat, as the project continues through to site development plan approval stages, specific environmental studies will be completed and requirements will be addressed.

The proposed project includes potential impacts to the lakeshore and wetlands protection zones. If the PUD conditions include the development of a mitigation/enhancement plan to address the impacts to the secondary shoreline protection zone.

School Impacts:

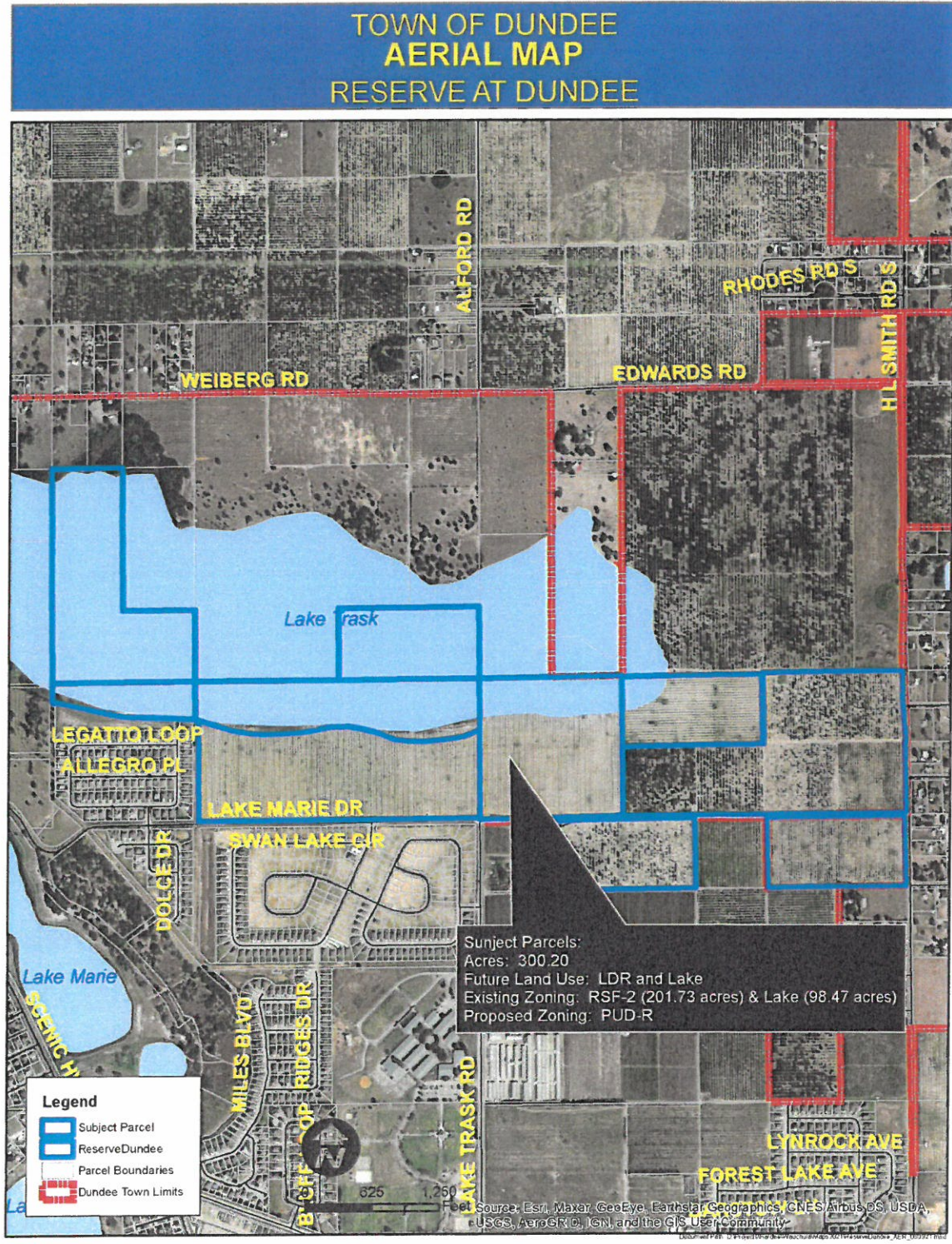
The project will have to coordinate with the Polk County School Board regarding concurrency for schools, which will occur with the development of each phase.

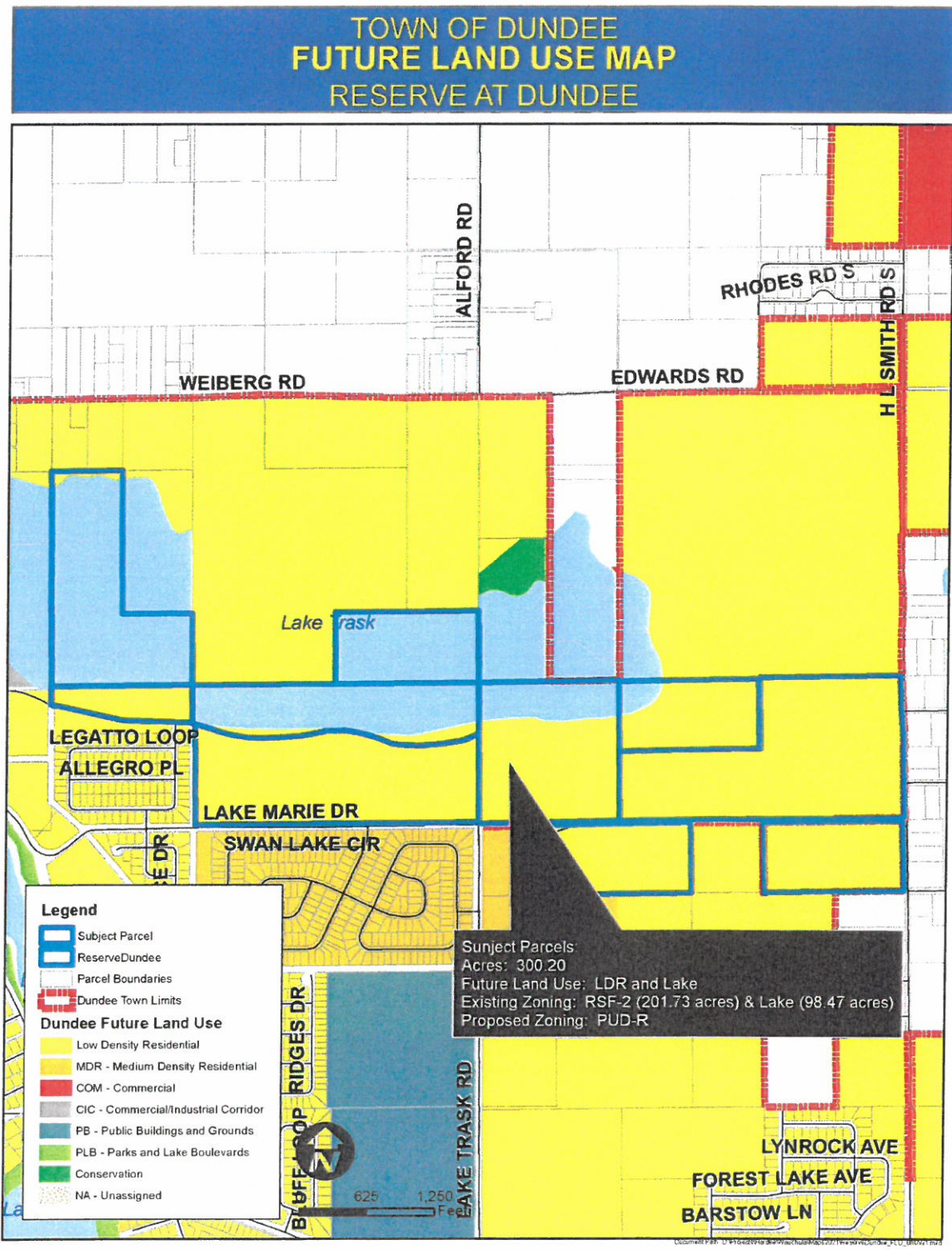
CONSISTENCY WITH THE COMPREHENSIVE PLAN:

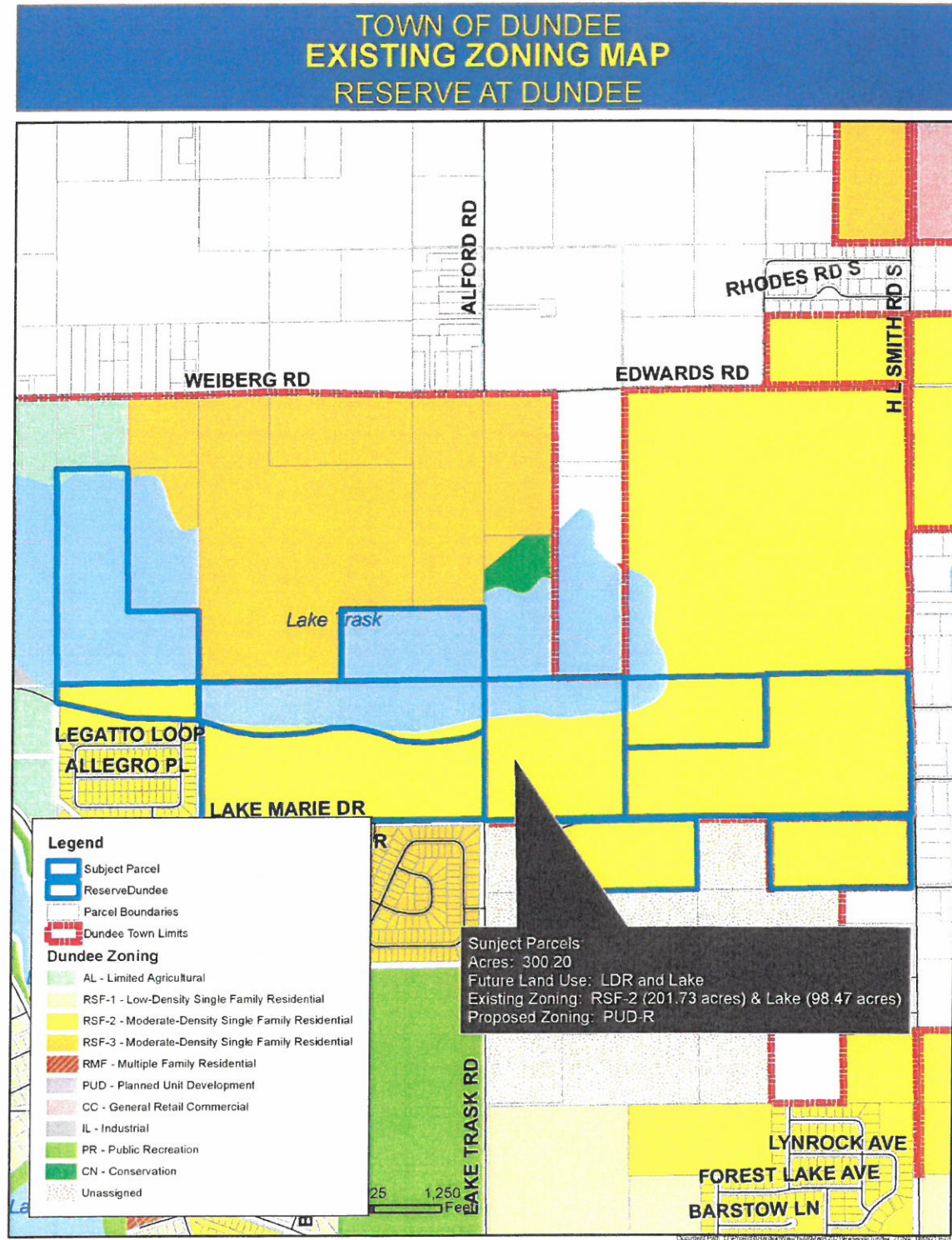
The following Town of Dundee Comprehensive Plan polices are relevant to the proposed request. The policy is provided with an analysis of how the request may or may not be consistent with the Town's Comprehensive Plan. Overall, the request is consistent with the Comprehensive Plan. The proposed change to PUD-R is consistent with the type of development and uses in the surrounding area.

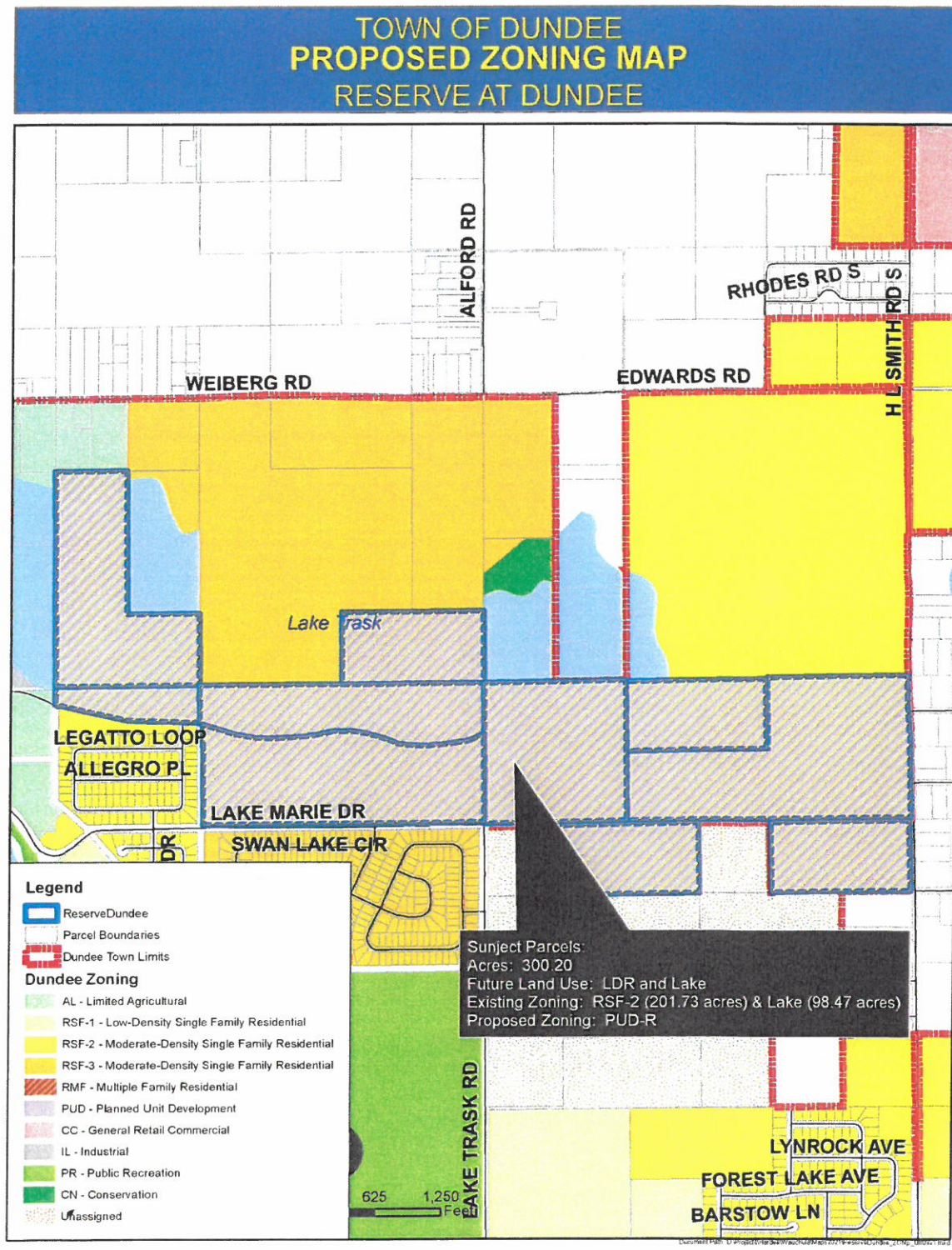
**Table 5:
Consistency with the Comprehensive Plan**

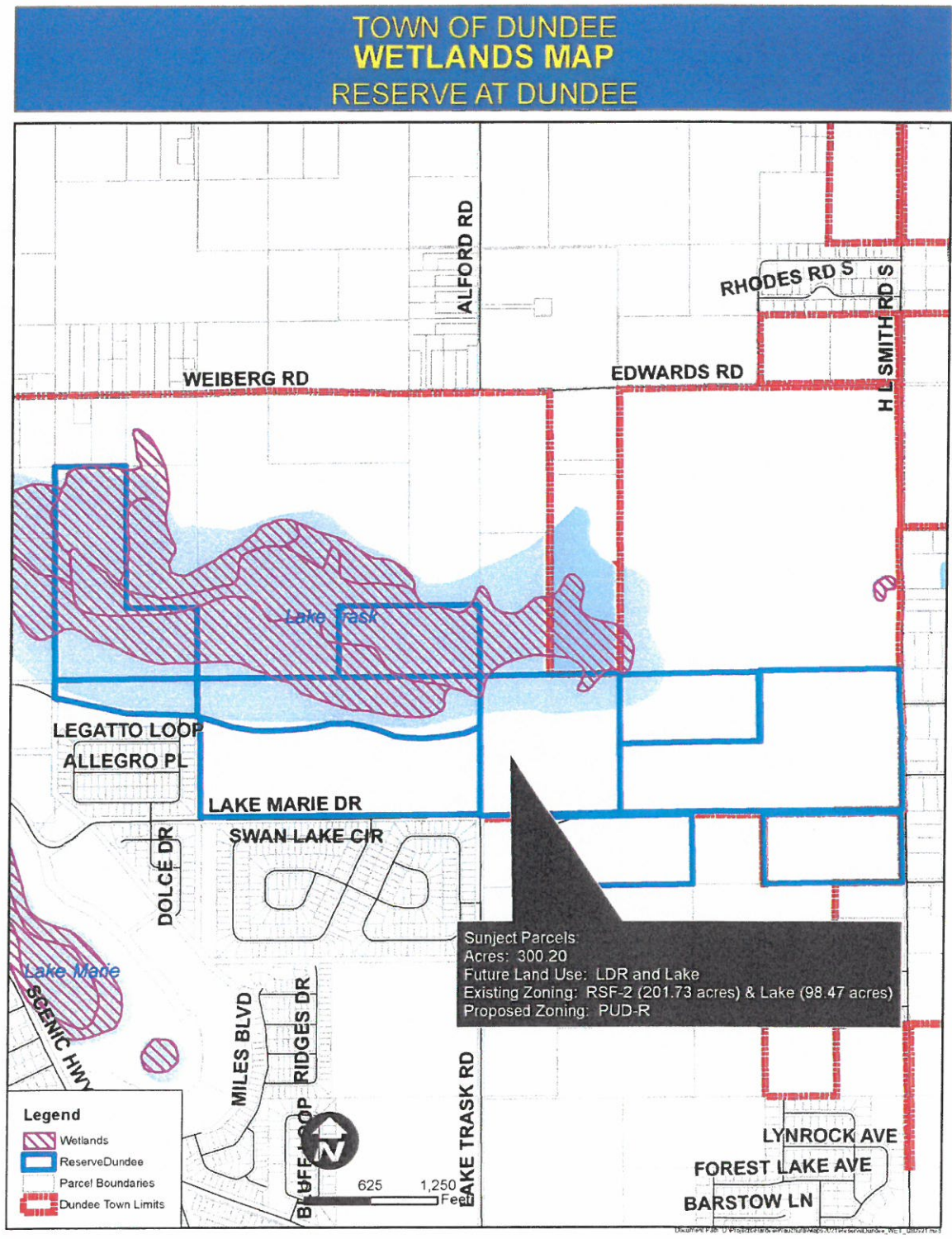
Comprehensive Plan Policy	Analysis
FLU Policy 5.1: Direct higher densities and intensity of use to areas where public facilities and services are available or are projected to be available. Limit the density and intensity of use in areas where public facilities and services are not available.	Water and wastewater lines exist in the area. They will be extended to the property for development.
FLU Policy 5.2: 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	Most of the proposed impacts of the potential Zoning map amendment can be facilitated within the Town's existing services and the remainder will be developed as the Town expands its water system; therefore, the adopted levels of service will be maintained.
FLU Policy 5.4: Agricultural land uses shall not be converted to uses of higher	The Town has adequate public facilities to serve phases of the proposed future

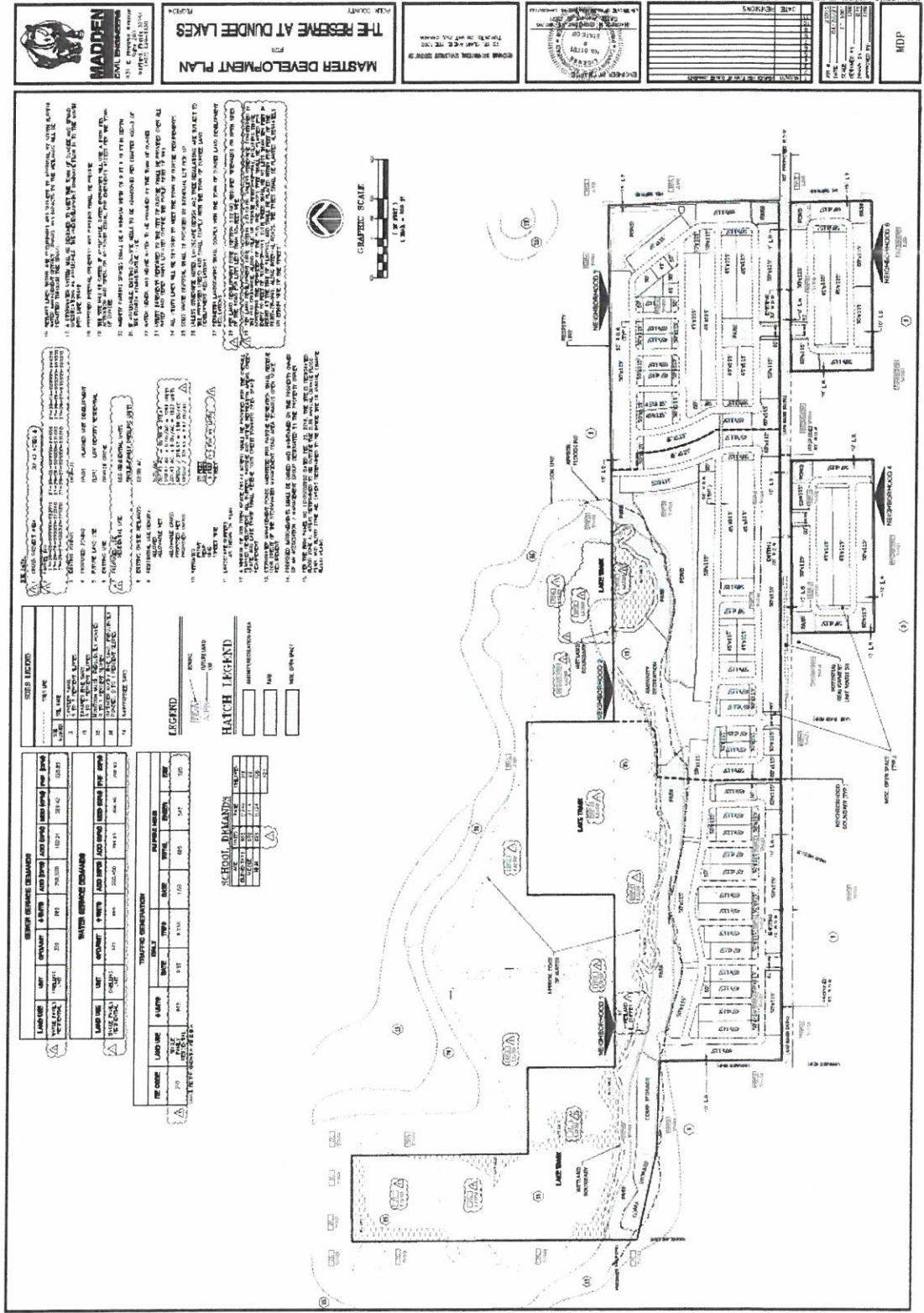












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density or intensity until adequate public facilities and services are available concurrent with the impacts of the proposed new development.	development. The developer will have to connect to the Town's systems and ensure concurrently Development of the property will coincide with connection to utilities.
FLU Policy 6.1: 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 existing residential development, which may promote energy efficiency. The property is adjacent to existing development so the proposed development is not urban sprawl or leap frog development.
FLU Policy 6.2: Promote compact urban growth through the location of public facility expansions contiguous to existing developed areas	The area west and south of portions of this property is developed with single family homes.
CIE Policy 2.3: 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 development of each phase.
PSFE Policy 2.4.1: 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.	Coordination with the School Board will occur.

PROPOSED DEVELOPMENT REQUIREMENTS:

1. The Reserve at Dundee Lakes Planned Unit Development shall consist of 865 dwelling units that meet the following requirements for single-family lots.

Not 40

Lot Width	Setbacks*				Min Lot Depth	Min Lot Size	Unit Mix
	Front	Side	Rear	Garage			
45'	20'	7.5'	20'	20'	115'	5,175	Up to 428
50'	20'	6 (5')	20'	20'	115'	5,750	381
60'	20'	6 (5')	20'	20'	115'	6,900	At least 56

* A porch, lanai, portico, veranda, or other comparable entrance feature which may extend up to 5' from the front building line.

** Developer shall not exceed 428-45' lots. Developer shall have at least 56-60' lots. Developer may decrease the number of 45' lots and increase the number of 50' lots, on a lot-for-lot basis; in no event shall the total number of 45' lots and 50' lots collectively exceed 809 lots.

2. The Developer will complete the development in phases or neighborhoods, as generally shown on the MDP. The unit count and lot lay out of each neighborhood shall be specifically identified at site development plan for each neighborhood.
3. A single-family home, within three single-family lots on the same side of the street, shall not utilize a combination of two of the same following design characteristics: building elevation, façade materials or color scheme.
4. The Amenity Center shall consist of a clubhouse, pool, pavilion, waterslide, playground, splash pad, recreational fields and courts, planting area, barbeque area, and dog park. Prior to issuance of the 216th Certificate of Occupancy, the Developer shall have completed, at a minimum, construction of the pool and pavilion. Prior to issuance of the 432nd Certificate of Occupancy, the Developer shall have completed all of the Amenity Center improvements stated in this condition. Except for the pool, pavilion, and clubhouse, the Developer may be permitted to replace any amenity stated herein with a similar or substitute amenity which shall be considered for approval by the Town of Dundee at subdivision plan review.
5. Lake Front Amenities. Subject to applicable law, except for the Amenity Center, the Developer shall: (1) complete construction of all walking trails and open space along Lake Trask serving and within Neighborhood 1 concurrent with development of Neighborhood 1, and (2) shall complete all walking trails and open space along Lake Trask serving and within Neighborhood 2 concurrent with development of Neighborhood 2. The open space and recreation provided by the Amenity Center and Lake Front Amenities shall, upon completion of construction, be applicable to satisfying the Town's PUD-R open space and recreation requirements for the entire development.
6. Neighborhood Open Space. Smaller isolated pocket parks and open space identified within each phase/neighborhood shall be completed concurrent with the development of said neighborhood.

PROPOSED SPECIAL CONDITIONS:

1. The Master Development Plan includes potential impacts to the wetland protection zones and shoreline protection zones. If at the time of subdivision plan review, the project includes impacts to the wetland or shoreline protection zones, the applicant may request approval of a mitigation plan consistent with Sections 5.03.07 or 5.04.06.
2. The Developer shall be required to complete a transportation study and implement project related transportation improvements consistent with the requirements of Florida Statutes and the Town of Dundee Unified Land Development Code.

3. The Town of Dundee may, in its sole discretion, require the Developer to enter into a mutually agreeable Agreement in order to clarify and/or resolve any issue(s) or impacts related to transportation concurrency which includes (i) the perimeter roadways (Swan Road, H.L. Smith Road, Lake Marie Drive, other unnamed roadway) which impact the Reserve at Dundee development; and (ii) any developer's agreement(s) or development agreement(s) recorded in the Public Records of Polk County, Florida.
4. Except as otherwise may be approved by the Town, all perimeter roads (H. L. Smith road, Lake Marie Drive, unnamed road by neighborhood 1, and unnamed right-of-way by neighborhood 5) shall be shown to have adequate rights-of-way or land shall be dedicated to meet the minimum standard(s) set forth by the Town of Dundee Unified Land Development Code.
5. The water capacity for all agricultural wells shall be dedicated to the Town of Dundee at time of development of each neighborhood/phase.
6. The Developer shall submit a proposed phasing schedule to assist the Town in planning for water and wastewater services.
7. All internal road rights-of-way shall be at a minimum 50' and shall be constructed in accordance with the requirements set forth by the Town of Dundee Unified Land Development Code.

CONSISTENCY WITH LAND DEVELOPMENT CODE:

Section 7.04.01 of the Land Development Code provides the basis for rezoning applications that the Planning and Zoning Board is to consider and evaluate.

- (A) The character of the district and its peculiar suitability for particular uses.
- (B) Conservation of the value of buildings and encouraging the most appropriate use of land throughout the town.
- (C) The applicable portions of any current town plans and programs such as land use, trafficways, recreation, schools, neighborhoods, drainage and housing.
- (D) The needs of the town for land areas for specific purposes to serve population and economic activities.
- (E) Whether there have been substantial changes in the character or development of areas in or near an area under consideration for rezoning.
- (F) The facts and opinions presented to the planning and zoning board through hearings.

- (G) The public welfare: Is there a substantial relationship between the protection and advancement of the health, safety, morals and general welfare of Dundee and the zoning or land use classification you are recommending for the property in question? A recommendation to keep the zoning or land use the same, and therefore deny the request, still requires you to answer this question.
- (H) Comprehensive planning: Has the town undertaken a thorough study of all of the factors and conditions that influence the growth and development of Dundee, and developed a comprehensive plan that safeguards the wishes of the people and their general welfare? Has the comprehensive plan been adopted according to Florida Statutes, and how does it direct and guide the zoning or land use decision before you?
- (I) Need of the change: Has there been a significant change in the assumptions that underlie the comprehensive plan and the zoning map for Dundee, that would support the requested rezoning? Has there been a great deal of growth or has new infrastructure been extended to the property or has the petitioner presented a market analysis or other information that would change the planning conclusions supporting the present zoning district?
- (J) State concerns (level of service): This is another way of describing the system of infrastructure in the town. It refers not only to water, sewer, streets and drainage, but also to fire and police protection, recreation facilities, schools, garbage collection and disposal, health care, jails, and the condition of the natural environment itself. What impact will the change in zoning or land use have on the current and future level of service of all of these systems and services?
- (K) Zoning and use of nearby property: What is the pattern of zoning of nearby property, and how does the pattern of the actual land use compare to the zoning? This knowledge is important in judging whether the comprehensive plan and the zoning map are reasonably consistent in accommodating development and in respecting the timing of development. Depending on the inconsistency of the two patterns, rezoning may be overdue, or early, and the comprehensive plan may require amending to keep things synchronized.
- (L) Substantial change in land use circumstances: Apart from paragraph (I), above, have there been significant changes in land use in the vicinity of the property requested for rezoning? Such changes are substantial if they include: widening of a street from two lanes to three or four lanes; a large expansion of an existing use like a new wing on the hospital or the doubling of an office complex; the completion of a subdivision that was only platted a few years ago; the construction of a new public facility like a park, fire station, or even a town hall; or any number of other examples. One such change may not be significant, but several would be.

- (M) Effect on property values: Has evidence been presented that the proposed rezoning will adversely affect the value of neighboring property? This information can be presented by either the petitioner or the opponents. And, has the petitioner presented any information that shows that the current zoning classification has devalued the property by removing some or all of its reasonable use?
- (N) Suitability: Is the land, the location and the amount of property suitable for the purposes for which it is zoned, or is the proposed rezoning or land use change better? This idea also requires an answer to a related question: Is the requested zoning or land use classification compatible with development on surrounding property, or can it be made so with the imposition of conditions, buffers or limitations on the uses within the zone? The answers to these questions should lead to a conclusion as to the appropriate use of the property.
- (O) Time vacant: How long has the property been vacant under the present zoning classification, or a similar classification prior to its present one? This information should be compared to the rate of land development in the vicinity of the property and particularly in the conversion of vacant land to development in the same zoning district in other parts of the town.
- (P) Gain versus hardship: This idea has only one interpretation and should be answered before you recommend denial. Is the public gain in maintaining the present zoning or land use classification so great that the hardship imposed on the property owner is justified?

PLANNING AND ZONING BOARD MOTION:

At their August 19, 2021 meeting, the Planning and Zoning Board voted to **recommend approval** to the Town Commission for a change in zoning classification from Moderate-Density Single-Family Residential (RSF-2) and lake to Planned Unit Development-Residential (PUD-R) on approximately 302 acres of land, located north and south of Lake Marie Drive, west of H. L. Smith Road.

PUBLIC HEARING: ZONING

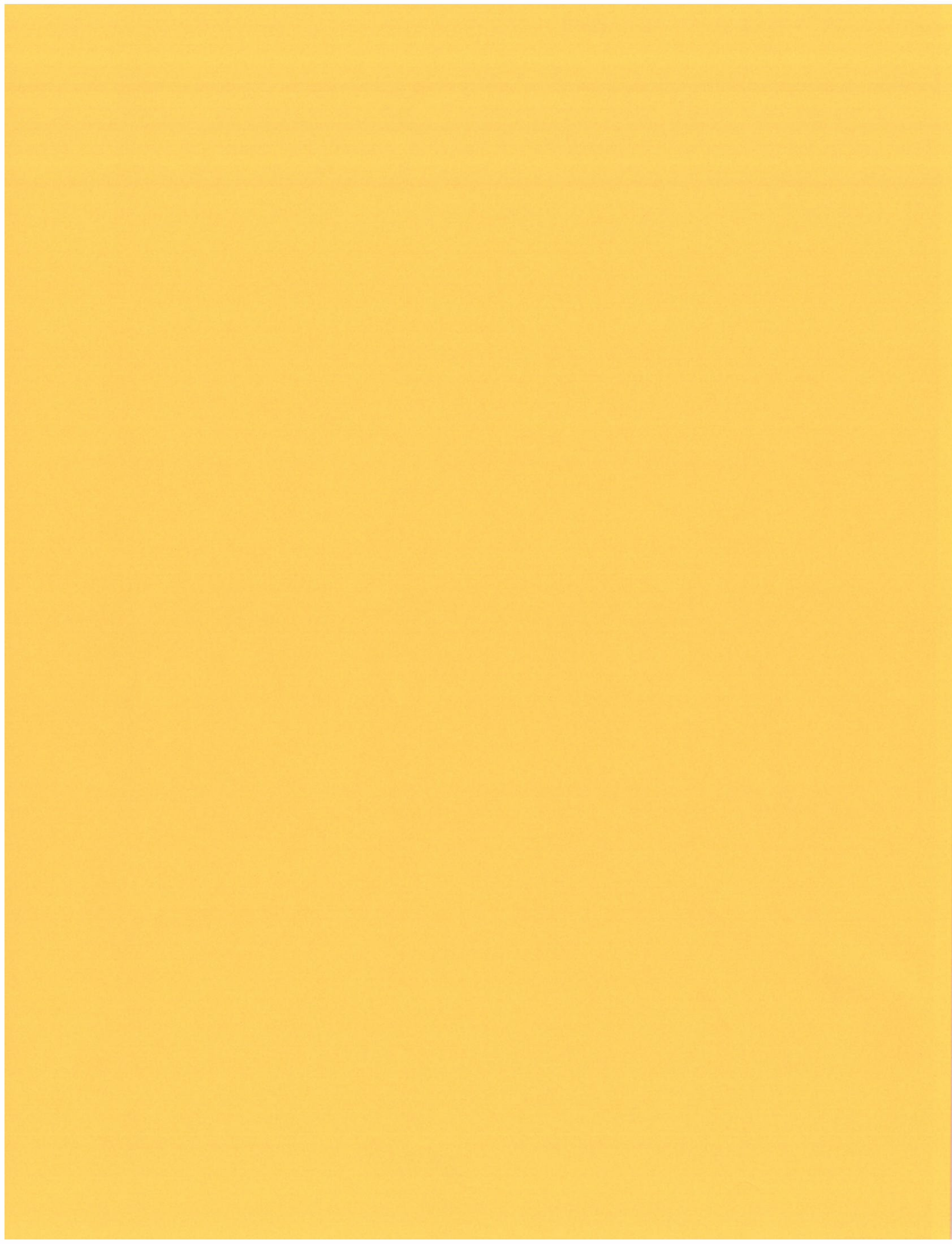
MOTION OPTIONS:

1. I move **approval of Ordinance 21-20** for a change in zoning classification from Moderate-Density Single-Family Residential (RSF-2) and lake to Planned Unit Development-Residential (PUD-R) on approximately 302 acres of land, located north and south of Lake Marie Drive, west of H. L. Smith Road.

2. I move **approval of Ordinance 21-21 with changes** for a change in zoning classification from Moderate-Density Single-Family Residential (RSF-2) and lake to Planned Unit Development-Residential (PUD-R) on approximately 302 acres of land, located north and south of Lake Marie Drive, west of H. L. Smith Road.
3. I move **continuation until a date certain.**

Attachments:

- Aerial Photo
- Existing Future Land Use Map
- Existing Zoning Map
- Proposed Zoning Map
- Wetlands Map
- Master Development Plan
- Ordinance 21-20



ORDINANCE NO. 21-20

AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM MODERATE-DENSITY SINGLE-FAMILY RESIDENTIAL (RSF-2) AND LAKE TO PLANNED UNIT DEVELOPMENT-RESIDENTIAL (PUD-R) ON APPROXIMATELY 305 ACRES OF LAND, LOCATED NORTH AND SOUTH OF LAKE MARIE DRIVE WEST OF H. L. SMITH ROAD, FURTHER DESCRIBED AS PARCELS: 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, AND 272826-000000-013010; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Wheeler Farms, Inc., an active Florida corporation (the "Applicant") requests a change of zoning from Moderate Density Single Family Residential (RSF-2) and lake to Planned Unit Development-Residential on approximately 305 acres of land located at the northeast corner of the intersection of Lemon Avenue and Bay Street; and

WHEREAS, the Planned Unit Development Process (updated through Ordinance 13-09) establishes five Planned Unit Development Districts, including Planned Unit Development-Residential (PUD-R); and

WHEREAS, there has been a request for approval of amendment of a Master Development Plan for a Planned Unit Development (PUD) known as the Reserve at Dundee Lakes; and

WHEREAS, the request is consistent with the Future Land Use Element of the Dundee Comprehensive Plan; and

WHEREAS, the real property which is the subject of this Ordinance constitutes less than five percent (5%) of the municipally zoned area of the Town; and

WHEREAS, on August 19, 2021, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting considered the Applicant's request for rezoning as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on August 19, 2021, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

ORDINANCE NO. 21-20

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WHEREAS, on August 19, 2021, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town's Planning and Zoning Board voted to recommend approval of the Applicant's request for the rezoning as set forth in this Ordinance to the Town Commission; and

WHEREAS, as a result of this Ordinance being initiated by the Applicant (not the municipality), the Town Commission of the Town of Dundee held duly noticed public hearings regarding the parcel shown on Exhibit "A" in accordance with Section 166.041 (3), Florida Statutes, to provide the public an opportunity to be heard, obtain public comment, and receive and consider all written and oral testimony presented during such public hearings, including supporting documentation; and

WHEREAS, in exercise of its authority, the Town Commission of the Town of Dundee has determined it necessary to amend the Official Zoning Map to change the Town zoning classifications assigned to this property, adopt the Master Development Plan and associated conditions.

NOW, THEREFORE, be it enacted by the Town Commission of the Town of Dundee, Florida:

Section 1. The official zoning map of the Town of Dundee is amended so as to change the Town zoning classifications from Moderate-Density Single-Family Residential (RSF-2) and lake to Planned Unit Development-Residential (PUD-R) on approximately 305 acres of land, located north and south of Lake Marie Drive west of H. L. Smith Road, further described as parcels: 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, and 272826-000000-013010, as shown in Exhibit "A".

Section 2. All property located within the Reserve at Dundee Lakes PUD property is hereby zoned Planned Unit Development-Residential (PUD-R) Zoning District and the provisions of the Land Development Code, and special conditions attached hereto shall govern further public review and development of the property within this District.

Section 3. The Master Development Plan (MDP) for this Planned Unit Development attached hereto as Exhibit "B" is approved in accordance with Article 7.09.03 of the Unified Land Development Code of the Town of Dundee for the total property known as the Reserve at Dundee Lakes PUD, including development requirements attached hereto as Exhibit "C" and additional special conditions attached hereto as Exhibit "D" and made a part hereof.

Section 4. Severability. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect.

Section 5. Repealing. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Codification. This Ordinance shall not be codified in the Code of Ordinances of the Town of Dundee, Florida. A certified copy of this enacting ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

Section 7. Administrative Correction of Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 8. Effective Date. The effective date of this ordinance shall be immediately upon passage on second reading.

INTRODUCED on first reading this 14th day of September, 2021.

PASSED on second reading this 28th day of September, 2021.

TOWN OF DUNDEE, FLORIDA



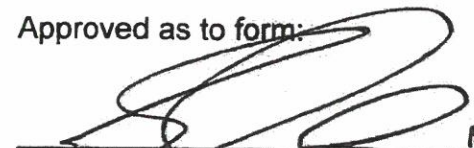
Mayor- Sam Pennant

ATTEST:



Town Clerk - Jenn Garcia

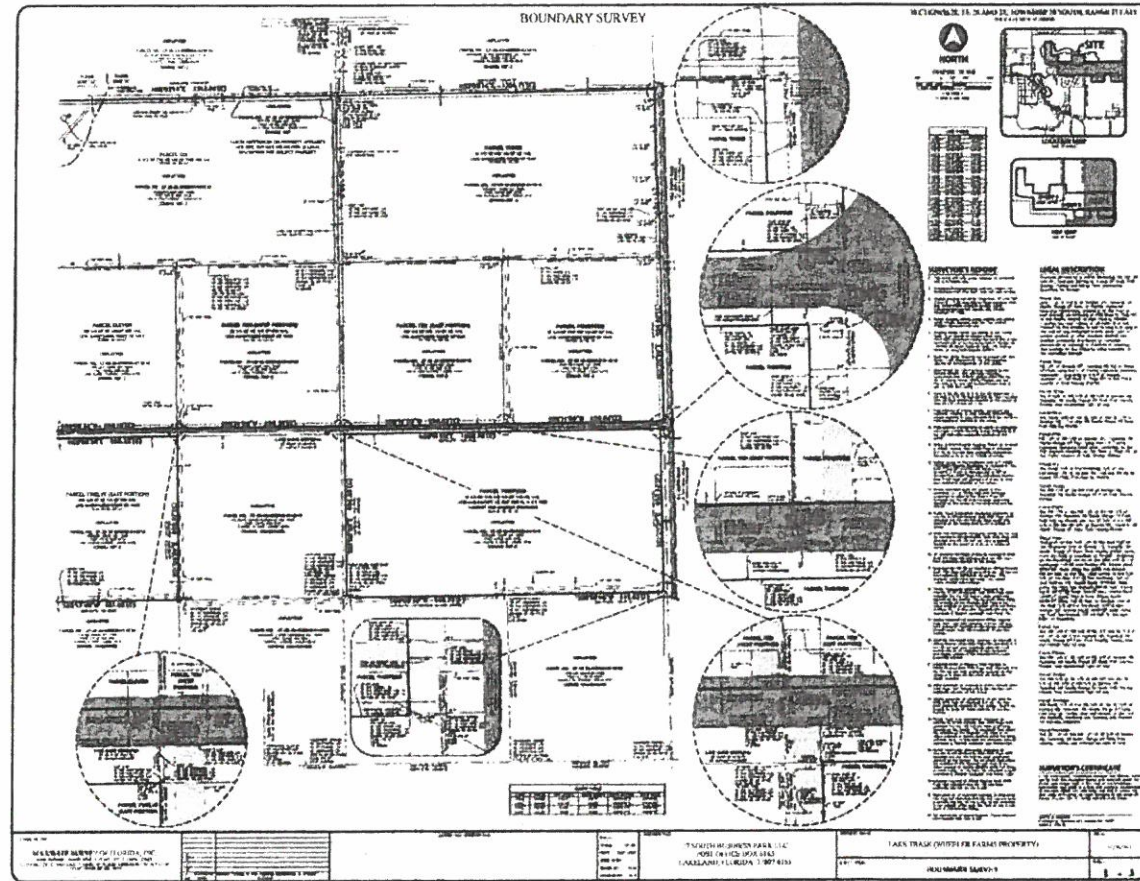
Approved as to form:



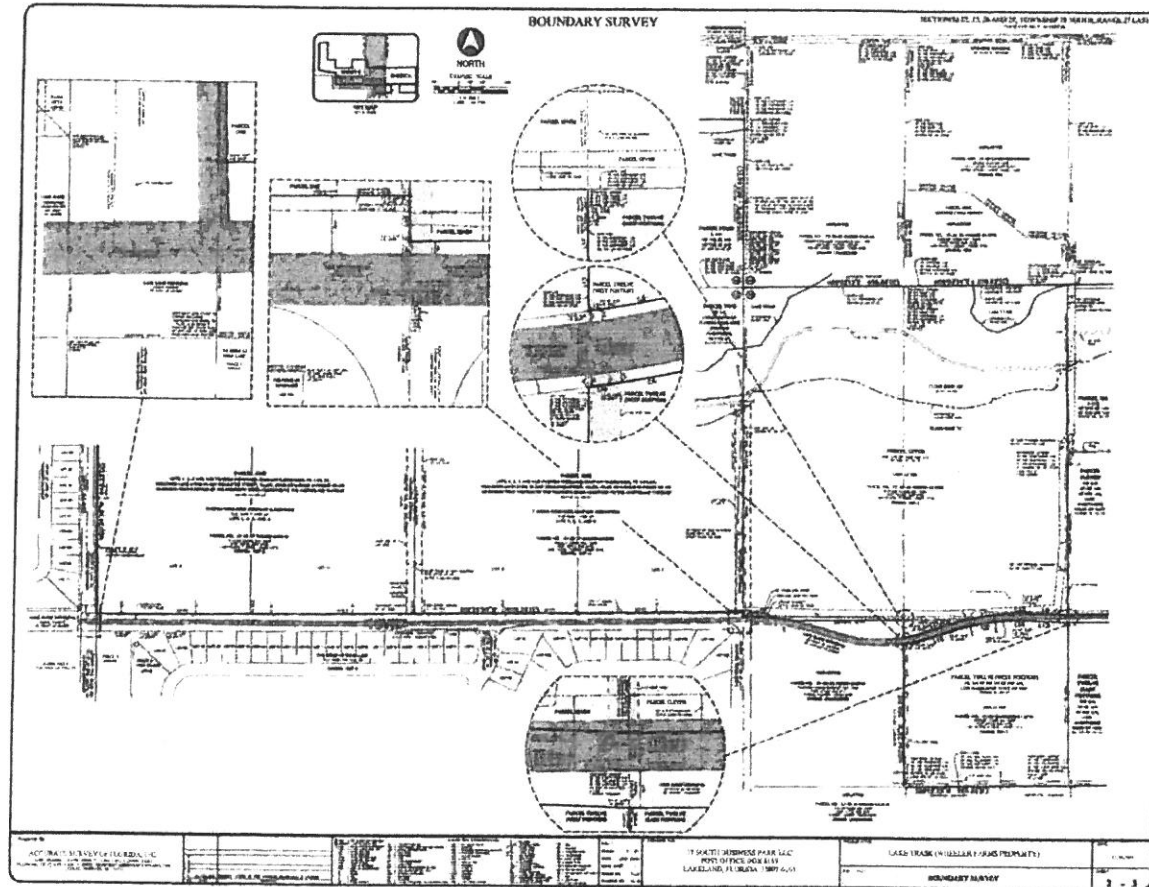
Town Attorney - Frederick J. Murphy, Jr.

Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 1 of 4

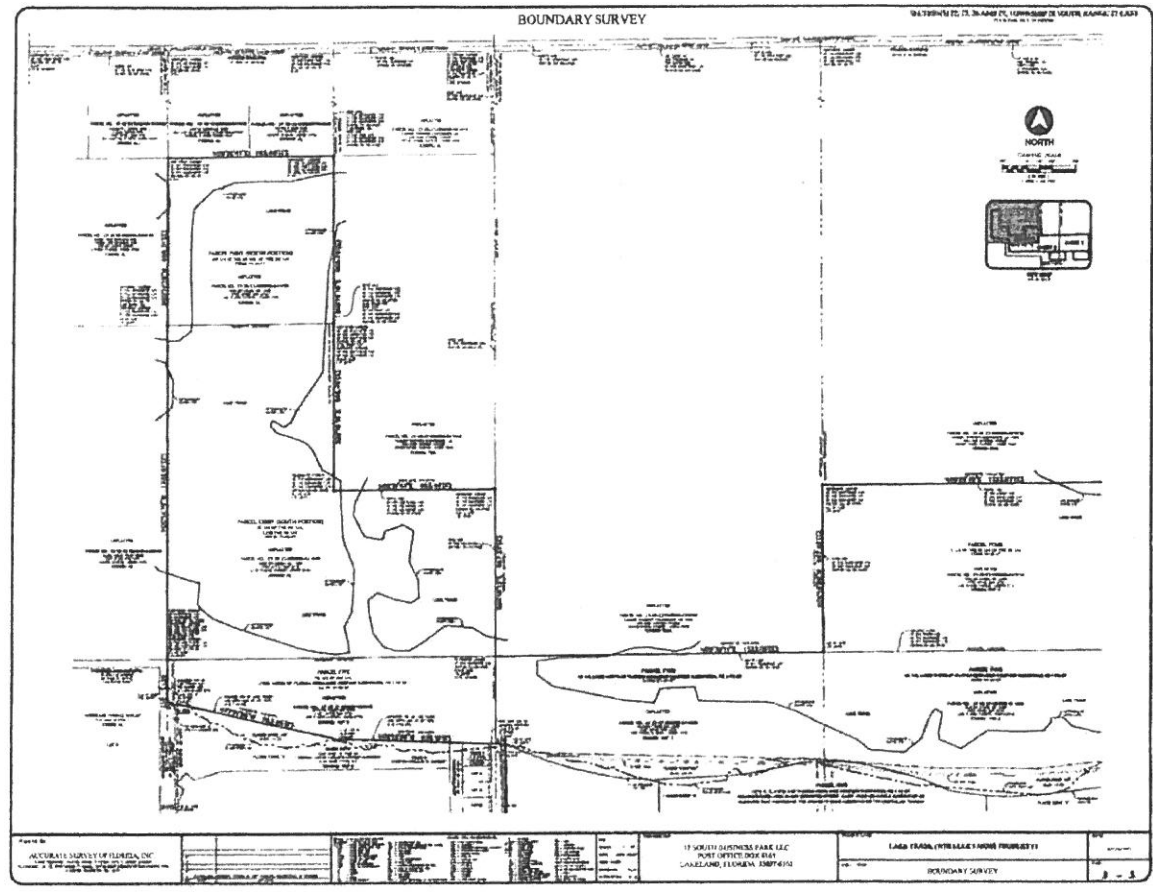
The parcel described below and illustrated on the map on the following three pages.



Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 2 of 4



Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 3 of 4



Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 4 of 4

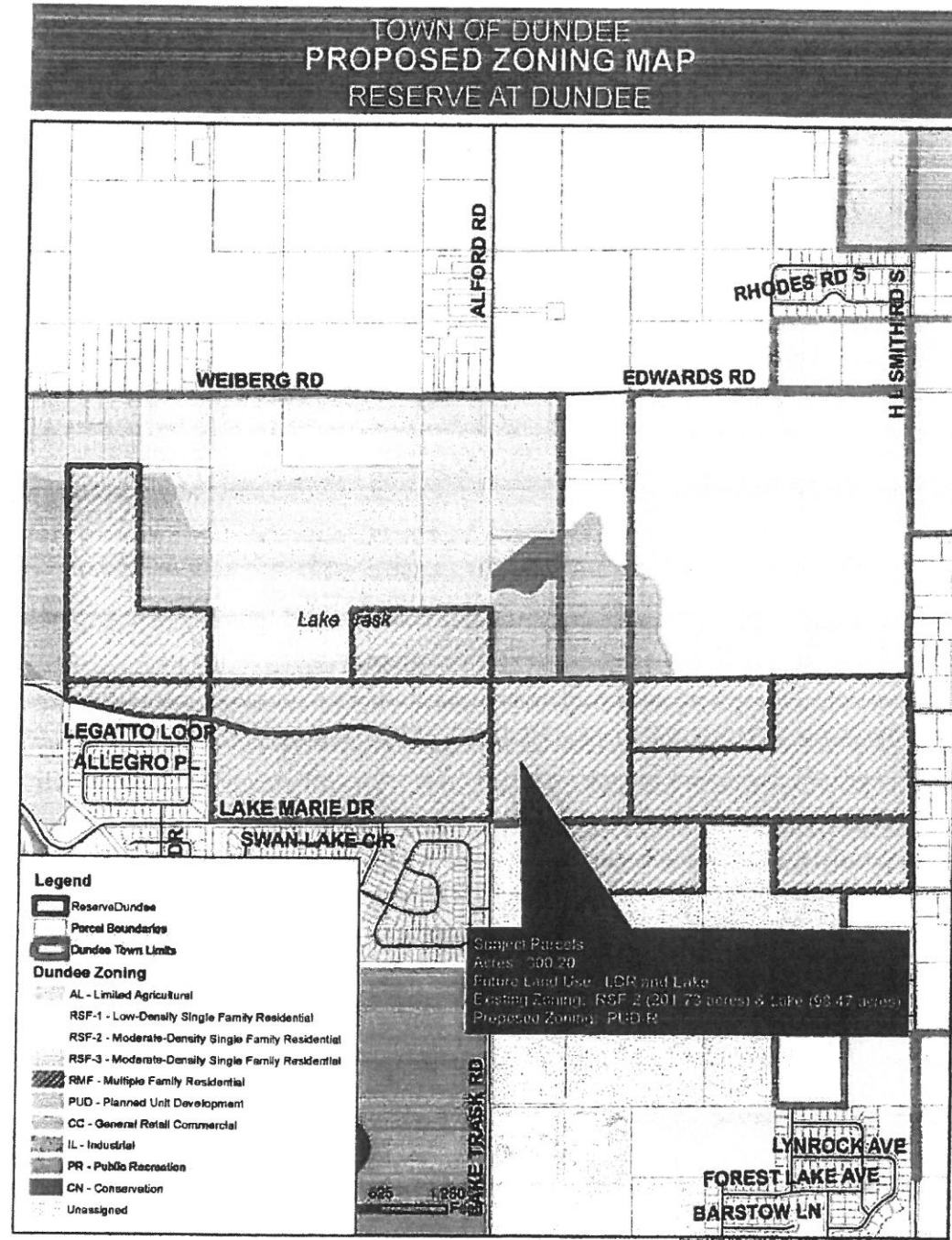


Exhibit "B"
Ordinance No. 21-20
Reserve of Dundee Lakes Master Development Plan
Page 1 of 1

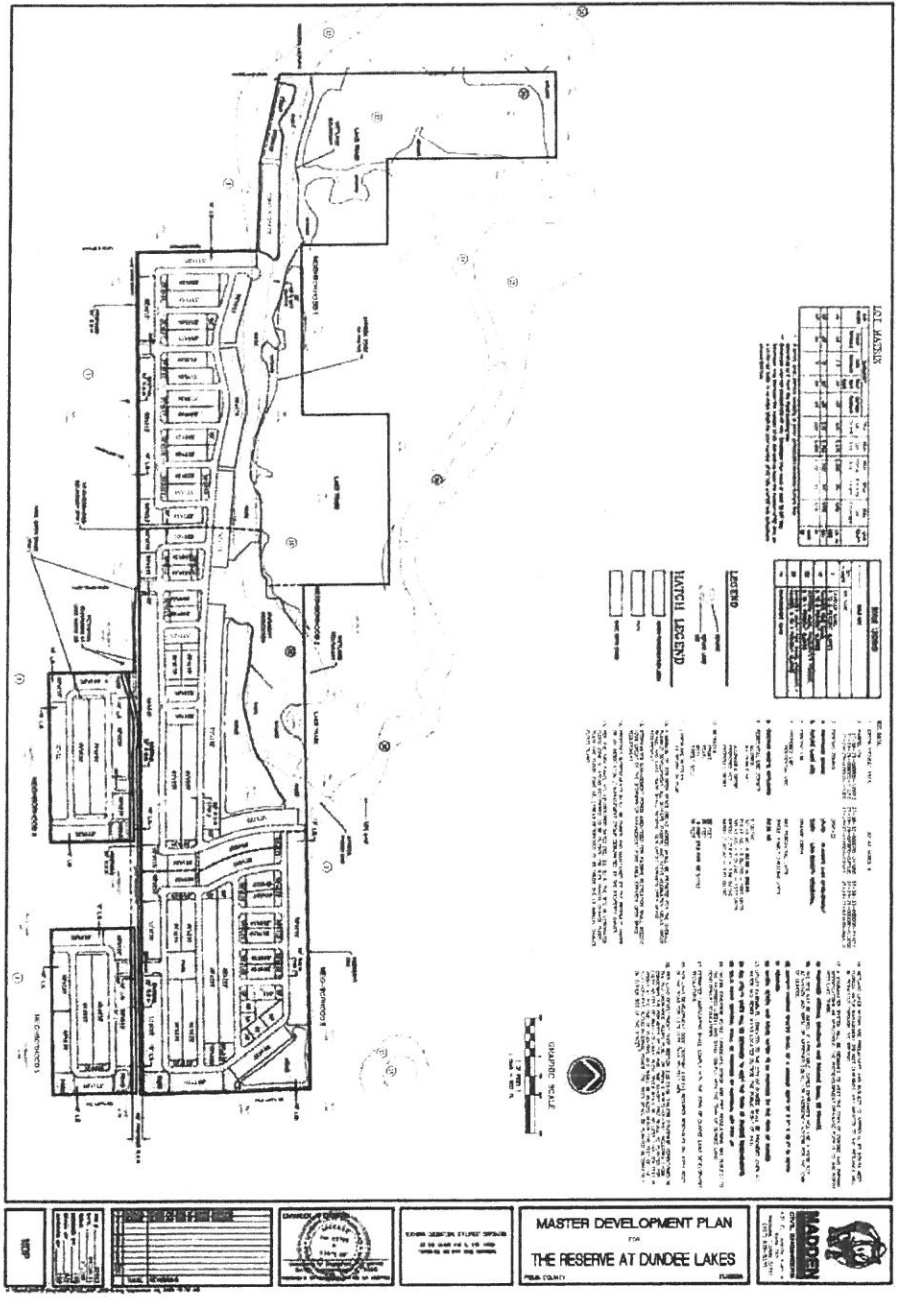


Exhibit "C"
Ordinance No. 21-20
Reserve at Dundee Lakes PUD Development Requirements
Page 1 of 2

1. The Reserve at Dundee Lakes Planned Unit Development shall consist of up to 865 dwelling units that meet the following requirements for single-family lots.

Lot Width	Setbacks*				Min. Lot Depth	Min. Lot Size	Min. Home Size	Max. Building Height	Max. Lot Coverage	Unit Mix**
	Front Setback	Side Setback	Rear Sect Back	Garage Setback						
45'	20'	7.5'	20'	20'	115'	5,175	1,200	35'	50%	Up to 428
50'	20'	5'	20'	20'	115'	5,750	1,200	35'	55%	381
60'	20'	5'	20'	20'	115'	6,900	1,200	35'	55%	At least 56

* A porch, lanai, portico, veranda, or other comparable entrance feature may extend up to 5' from the front building line.

** Developer shall not exceed 428-45' lots. Developer shall have at least 56-60' lots. Developer may decrease the number of 45' lots and increase the number of 50' lots, on a lot-for-lot basis; in no event shall the total number of 45' lots and 50' lots collectively exceed 809 lots.

2. The Developer will complete the development in phases or neighborhoods, as generally shown on the MDP. The unit count and lot lay out of each neighborhood shall be specifically identified at site development plan for each neighborhood.
3. A single-family home, within three single-family lots on the same side of the street, shall not utilize a combination of two of the same following design characteristics: building elevation, façade materials or color scheme.
4. The Amenity Center shall consist of a clubhouse, pool, pavilion, waterslide, playground, splash pad, recreational fields and courts, planting area, barbeque area, and dog park. Prior to issuance of the 216th Certificate of Occupancy, the Developer shall have completed, at a minimum, construction of the pool and pavilion. Prior to issuance of the 432nd Certificate of Occupancy, the Developer shall have completed all of the Amenity Center improvements stated in this condition. Except for the pool, pavilion, and clubhouse, the Developer may be permitted to replace any amenity stated herein with a similar or substitute amenity which shall be considered for approval by the Town of Dundee at subdivision plan review.

Exhibit "C"
Ordinance No. 21-20
Reserve at Dundee Lakes PUD Development Requirements
Page 2 of 2

5. Lake Front Amenities. Subject to applicable law, except for the Amenity Center, the Developer shall: (1) complete construction of all walking trails and open space along Lake Trask serving and within Neighborhood 1 concurrent with development of Neighborhood 1, and (2) shall complete all walking trails and open space along Lake Trask serving and within Neighborhood 2 concurrent with development of Neighborhood 2. The open space and recreation provided by the Amenity Center and Lake Front Amenities shall, upon completion of construction, be applicable to satisfying the Town's PUD-R open space and recreation requirements for the entire development.


6. Neighborhood Open Space. Smaller isolated pocket parks and open space identified within each phase/neighborhood shall be completed concurrent with the development of said neighborhood.

Exhibit "D"
Ordinance No. 21-20
Reserve at Dundee Lakes PUD Special Conditions
Page 1 of 1

1. The Master Development Plan includes potential impacts to the wetland protection zones and shoreline protection zones. If at the time of subdivision plan review, the project includes impacts to the wetland or shoreline protection zones, the applicant may request approval of a mitigation plan consistent with Sections 5.03.07 or 5.04.06.
2. The Developer shall be required to complete a transportation study and implement project related transportation improvements consistent with the requirements of Florida Statutes and the Town of Dundee Unified Land Development Code.
3. The Town of Dundee may, in its sole discretion, require the Developer to enter into a mutually agreeable Agreement in order to clarify and/or resolve any issue(s) or impacts related to transportation concurrency which includes (i) the perimeter roadways (Swan Road, H.L. Smith Road, Lake Marie Drive, other unnamed roadway) which impact the Reserve at Dundee development; and (ii) any developer's agreement(s) or development agreement(s) recorded in the Public Records of Polk County, Florida.
4. Except as otherwise may be approved by the Town, all perimeter roads (H. L. Smith road, Lake Marie Drive, unnamed road by neighborhood 1, and unnamed right-of-way by neighborhood 5) shall be shown to have adequate rights-of-way or land shall be dedicated to meet the minimum standard(s) set forth by the Town of Dundee Unified Land Development Code.
5. The water capacity for all agricultural wells shall be dedicated to the Town of Dundee at time of development of each neighborhood/phase.
6. The Developer shall submit a proposed phasing schedule to assist the Town in planning for water and wastewater services.
7. All internal road rights-of-way shall be at a minimum 50' and shall be constructed in accordance with the requirements set forth by the Town of Dundee Unified Land Development Code.



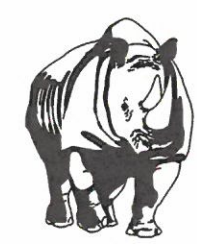
MASTER DEVELOPMENT PLAN FOR THE RESERVE AT DUNDEE LAKES

27-28-22-000000-022010, 27-28-22-000000-041050, 27-28-23-000000-044010, 
27-28-26-000000-013010, 27-28-26-000000-031030,
27-28-26-000000-033000, 27-28-27-000000-011000, 27-28-27-000000-031010,
27-28-27-835500-000010

**LAKE MARIE BLVD.
DUNDEE, FLORIDA 33838**

FOR

**WHEELER FARMS, INC
P.O. BOX 2715
LAKE PLACID, FLORIDA 33862**



**MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS**

431 E. HORATIO AVENUE, SUITE 260
MAITLAND, FLORIDA 32751
PHONE (407) 629-8330
FAX (407) 629-8336

LEGAL DESCRIPTION

A parcel of land lying within Section(s) 22, 23, 26 and 27, Township 28 South, Range 27 East, Polk County, Florida and being more particularly described as follows:

Parcel One:
Lots 1, 2, 3 and 4, in Section 27, Township 28 South, Range 27 East, of Florida Highlands Company Subdivision, according to the map or plat thereof, as recorded in Plat Book 1, Page 87, of the Public records of Polk County, Florida.
Including but not limited to all right, title and interest of the Grantor in and to any land lying in the bed of any dedicated street, alley, road or avenue (before or after vacation thereof, and whether previously abandoned or hereafter abandoned or vacated) in front of or adjoining that portion of the Property being conveyed to the centerline thereof.

Parcel Two:
NE 1/4 of Section 27, Township 28 South, Range 27 East, lying North of Florida Highlands Company Subdivision, according to the Plat thereof, recorded in Plat Book 1, Page 87, of the Public records of Polk County, Florida.

Parcel Three:
The N 1/2 of NW 1/4 of NE 1/4 in Section 26, Township 28 South, Range 27 East, Polk County, Florida, less maintained right of way.

Parcel Four:
The South 1/2 of the SE 1/4 of the SE 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Five:
NE 1/4 of NW 1/4 of Section 27, Township 28 South, Range 27 East, lying North of Florida Highlands Company Subdivision, according to the Plat thereof, recorded in Plat Book 1, Page 87, of the Public records of Polk County, Florida.

Parcel Six:
The North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Seven:
The NW 1/4 of the NW 1/4 of Section 26, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Eight:
The SW 1/4 of the NE 1/4 of the SW 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida and the SE 1/4 of the SW 1/4, LESS the NE 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Nine:
Removed.

Parcel Ten:
The SW 1/4 of NW 1/4 of NE 1/4 and SE 1/4 of NE 1/4 of NW 1/4 in Section 26, Township 28 South, Range 27 East, Polk County, Florida, less maintained right of way.

Parcel Eleven:
The SW 1/4 of NE 1/4 of NW 1/4 in Section 26, Township 28 South, Range 27 East, Polk County, Florida, less maintained right of way.

Parcel Twelve:
The NW 1/4 of SE 1/4 of NW 1/4 and the NE 1/4 of SW 1/4 of NW 1/4 in Section 26, Township 28 South, Range 27 East, Polk County, Florida, less maintained right of way.

Parcel Thirteen:
The North 1/2 of the SW 1/4 of the NE 1/4 of Section 26, Township 28 South, Range 27 East, Polk County, Florida, less and except 15 feet out the Westerly, Northerly and Easterly side thereof for highway purposes.

Parcel Fourteen:
The SE 1/4 of the NW 1/4 of NE 1/4 of Section 26, Township 28 South, Range 27 East, Polk County, Florida, less maintained right of way.

INDEX OF SHEETS

SHEET	SHEET TITLE
C001	COVER SHEET
1 - 3	BOUNDARY SURVEY
C100	MASTER PLAN

PROJECT TEAM MEMBERS:

OWNER:
WHEELER FARMS, INC.
P.O. BOX 2715
LAKE PLACID, FLORIDA 33862

DEVELOPER:
REICHMANN INTERNATIONAL
DEVELOPMENT CORPORATION
22 ST. CLAIR AVE. E, SUITE 1200
TORONTO, ON. M4T 2S3, CANADA

PLANNER / ENGINEER:
MADDEN MOORHEAD & STOKES, LLC
431 E HORATIO AVENUE, SUITE 260
MAITLAND, FL 32751
PHONE: (407) 629-8330
CONTACT: CHAD MOORHEAD, PE

SURVEYOR:
ACCURATE SURVEY OF FLORIDA, INC.
4206 NATIONAL GUARD DR
PLANT CITY, FL 33563
PHONE: (813) 645-2300
CONTACT: GENNIS J. BENHAM, PSM

ATTORNEY:
PETERSON & MYERS, P.A.
225 EAST LEMON STREET, SUITE 300
P.O. BOX 24628
LAKELAND, FLORIDA 33802-4628

UTILITY PROVIDERS:

WATER:
TOWN OF DUNDEE
105 CENTER STREET
P.O. BOX 1000
DUNDEE, FLORIDA 33838
(863) 419-3114

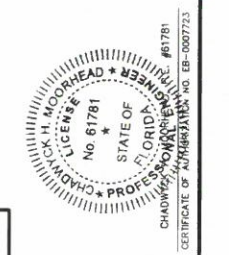
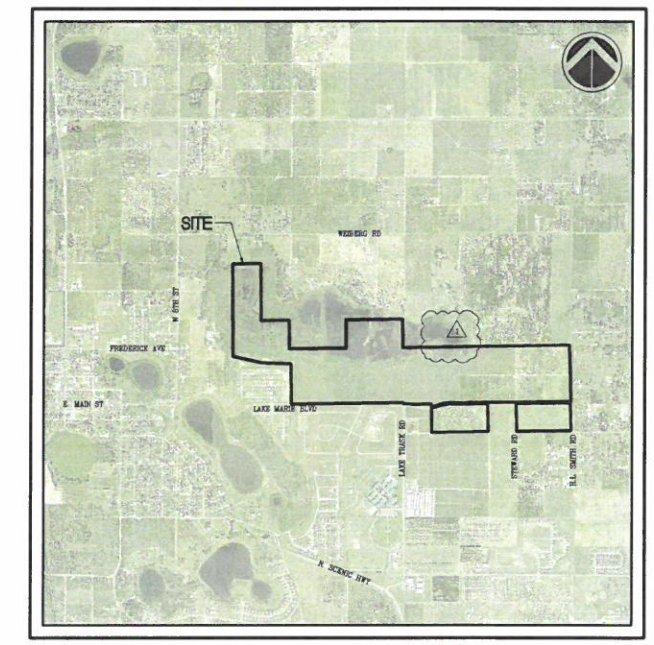
ELECTRIC:
PROGRESS ENERGY
199 E. MOUNTAIN LAKE CUTOFF ROAD
LAKE WALES, FLORIDA 33898
(863) 678-4562

SEWER:
TOWN OF DUNDEE
105 CENTER STREET
P.O. BOX 1000
DUNDEE, FLORIDA 33838
(863) 419-3114

TELEPHONE:
VERIZON
120 E. LIME STREET FLX 3014
LAKELAND, FLORIDA 32801
(863) 883-0955

CABLE:
BRIGHOUSE NETWORKS
1004 U.S. HIGHWAY 92 WEST
AUBURNDALE, FLORIDA 33823
(863) 965-7733

VICINITY MAP
1" = 2,000'



THE RESERVE AT DUNDEE / MASTER PLAN (JOB NO. 21015)



MADDEN
 CIVIL ENGINEERS
 431 E. Horatio Avenue
 Suite 260
 Maitland, Florida 32751
 (407) 629-8330

MASTER DEVELOPMENT PLAN
 FOR
THE RESERVE AT DUNDEE LAKES
 POLK COUNTY, FLORIDA

REDMAN INTERNATIONAL DEVELOPMENT CORPORATION
 22 ST. CLAIR AVE. E. STE. 1200
 TORONTO, ON M4T 2S3, CANADA

ENGINEER: [Signature]
 LICENSE: No. 61781
 STATE OF FLORIDA
 PROFESSIONAL SEAL

REVISIONS

NO.	DATE	REVISIONS

DATE: 04/20/21
 SCALE: 1" = 100'
 DESIGNED BY: CHM
 DRAWN BY: RJG
 APPROVED BY: CHM

LAND USE	UNIT	GPD/UNIT	# UNITS	ADD (GPD)	ADD (GPM)	MDD (GPM)	PHF (GPM)
SINGLE FAMILY RESIDENTIAL	DWELLING UNIT	300	865	259,500	180.21	360.42	720.83

LAND USE	UNIT	GPD/UNIT	# UNITS	ADD (GPD)	ADD (GPM)	MDD (GPM)	PHF (GPM)
SINGLE FAMILY RESIDENTIAL	DWELLING UNIT	330	865	285,450	198.23	396.46	792.92

ITE CODE	LAND USE	# UNITS	DAILY			PM PEAK HOUR		
			RATE	TRIPS	RATE	TOTAL	ENTER	EXIT
210	SINGLE FAMILY RESIDENTIAL	865	9.52	8,235	1.00	865	545	320

SOURCE: ITE TRIP GENERATION 9TH EDITION

AGE	UNITS	RATE	CHILDREN
ELEMENTARY	865	0.249	216
MIDDLE	865	0.114	99
HIGH	865	0.124	108

SOIL NUMBER	SOIL NAME
3	CANDLER SAND, 0 TO 5 PERCENT SLOPES
15	TAVARES FINE SAND, 0 TO 5 PERCENT SLOPES
35	HONTON MUCK, FREQUENTLY PONDED, 0 TO 1 PERCENT SLOPES
36	BASINGER MUCKY FINE SAND, FREQUENTLY PONDED, 0 TO 1 PERCENT SLOPES
74	NARCOOSSEE SAND

LEGEND

ZONING: RDA
 FUTURE LAND USE: A/RR

HATCH LEGEND

AMENITY/RECREATION AREA
 PARK
 MISC. OPEN SPACE

SITE DATA:

1. GROSS PROJECT AREA: 301.43 ACRES ±

2. PARCEL IDS:
 27-28-22-00000-022010 27-28-22-00000-041050 27-28-23-00000-044010
 27-28-26-00000-013010 27-28-26-00000-031030 27-28-26-00000-033000
 27-28-27-00000-011000 27-28-27-00000-031010 27-28-27-835500-000010

3. EXISTING ZONING: (RSF-2)

4. PROPOSED ZONING: (PUD) PLANNED UNIT DEVELOPMENT

5. FUTURE LAND USE: (LDR) LOW DENSITY RESIDENTIAL

6. EXISTING USE: ORANGE GROVE

7. PROPOSED USE: RESIDENTIAL USE: 865 RESIDENTIAL UNITS SINGLE-FAMILY DWELLING UNITS

8. EXISTING ONSITE WETLANDS: 82.96 AC

9. RESIDENTIAL USE DENSITY:
 ALLOWED: 5 DU/AC
 ALLOWABLE NET: 301.43 AC - 82.96 = 218.47 AC
 ALLOWABLE GROSS: 218.47 AC x 5 DU/AC = 1092 UNITS
 PROPOSED NET: 301.43 AC x 5 DU/AC = 1507 UNITS
 PROPOSED GROSS: 865 DU / 218.47 = 3.96 DU/AC
 865 DU / 301.43 = 2.87 DU/AC

10. SETBACKS:
 FRONT: 20 FEET
 REAR: 20 FEET
 SIDE: 5 FEET (7.5 FOR 45' LOTS)
 STREET SIDE: 15 FEET

11. LANDSCAPE BUFFERS: AS SHOWN ON PLAN

12. A MINIMUM OF 30% OPEN SPACE (90.43 ACRES) SHALL BE PROVIDED FOR THE OVERALL PLANNED DEVELOPMENT. ALL BUFFERS, PASSIVE AND ACTIVE RECREATION AREAS, GREEN SPACE, AND LAKE TRASK SHALL RECEIVE 100% CREDIT TOWARDS OPEN SPACE REQUIREMENT.

13. STORMWATER MANAGEMENT PONDS AMENITIZED FOR PASSIVE RECREATION SHALL RECEIVE 100% CREDIT OF THE STORMWATER MANAGEMENT POND AREA TOWARDS OPEN SPACE REQUIREMENT.

14. PROPOSED IMPROVEMENTS SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER OR AN ASSOCIATION / MANAGEMENT GROUP DESIGNATED BY THE PROPERTY OWNER.

15. PER THE FIRM PANEL NO. 12105003900 DATED DEC 22, 2016, THE SITE IS DESIGNATED FLOOD ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AND FLOOD ZONE AE, (AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOOD PLAIN).

16. WETLAND LINES SHOWN ARE PRELIMINARY AND SUBJECT TO APPROVAL BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD). ANY IMPACTS TO THE WETLANDS WILL BE PERMITTED THROUGH THE SFWMD.

17. A STORMWATER SYSTEM WILL BE DESIGNED TO MEET THE TOWN OF DUNDEE AND SFWMD SPECIFICATIONS AS APPLICABLE. THE PREDEVELOPMENT DRAINAGE FLOW IS TO THE NORTH INTO LAKE TRASK.

18. PROPOSED INTERNAL DRIVEWAYS AND PARKING SHALL BE PRIVATE.

19. THE SITE MAY BE GATED, IF APPLICABLE. GATED ENTRANCES WILL USE A KNOX KEY ACTIVATION AND SIREN, OR APPROVED EQUAL, FOR EMERGENCY ACCESS PER THE TOWN OF DUNDEE.

20. AMENITY PARKING SPACES SHALL BE A MINIMUM WIDTH OF 9 FT X 18 FT IN DEPTH.

21. IF APPLICABLE, EXISTING ON-SITE WELLS TO BE ABANDONED PER CHAPTER 40C-3 OF THE FLORIDA ADMINISTRATIVE CODE.

22. WATER, SEWER, AND REUSE WATER TO BE PROVIDED BY THE TOWN OF DUNDEE.

23. UTILITY EASEMENTS DEDICATED TO THE CITY OF DUNDEE SHALL BE PROVIDED OVER ALL WATER AND SEWER MAINS LOCATED OUTSIDE THE PUBLIC RIGHT OF WAY.

24. ALL UTILITY LINES WILL BE DESIGNED TO MEET THE TOWN OF DUNDEE REQUIREMENTS.

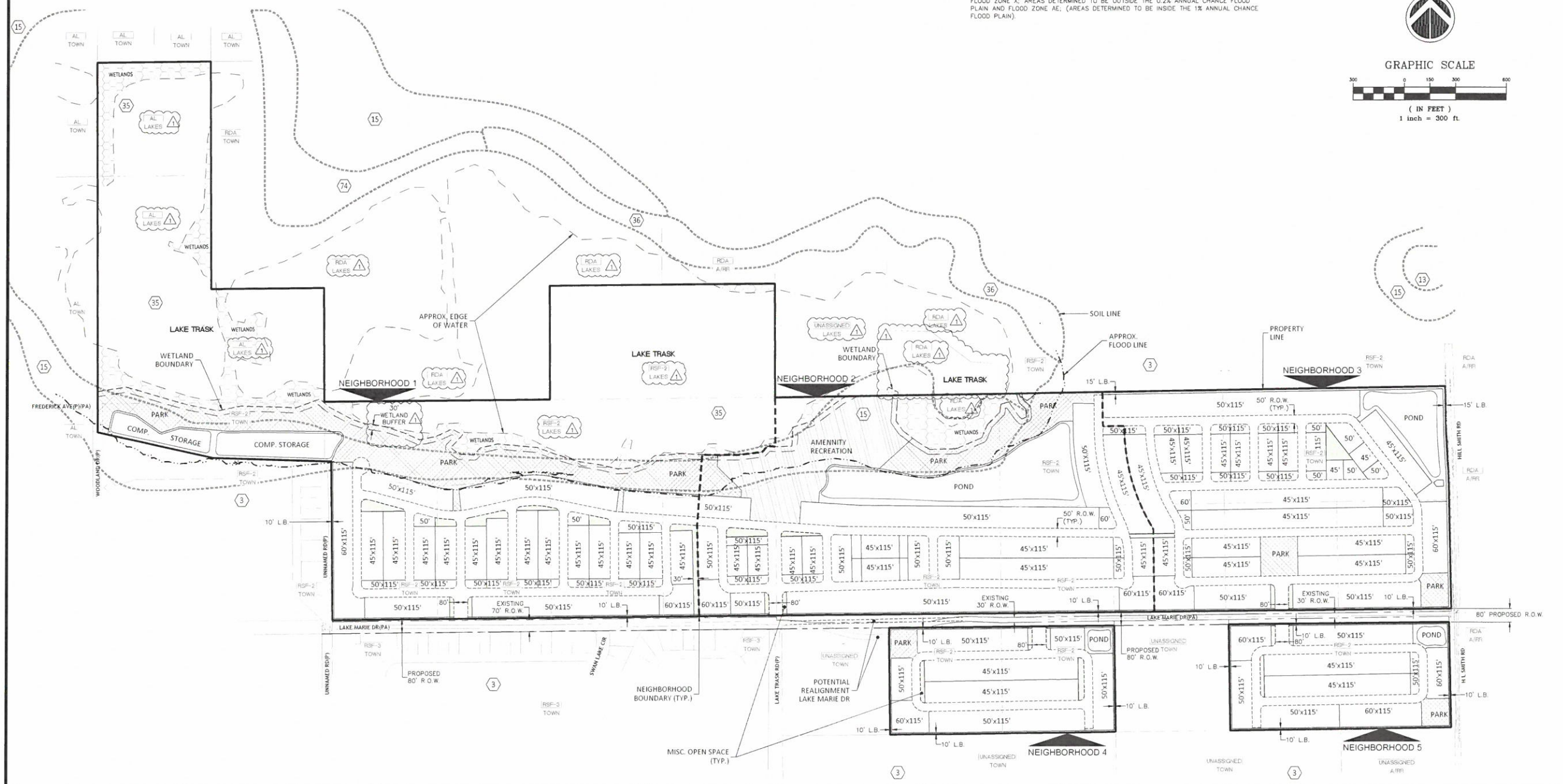
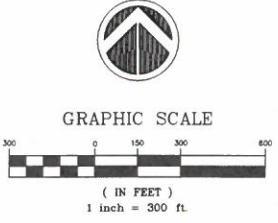
25. SOLID WASTE DISPOSAL SHALL BE PROVIDED BY INDIVIDUAL LOT PICK UP.

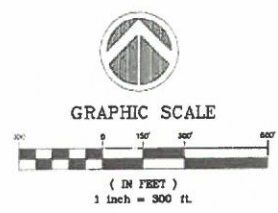
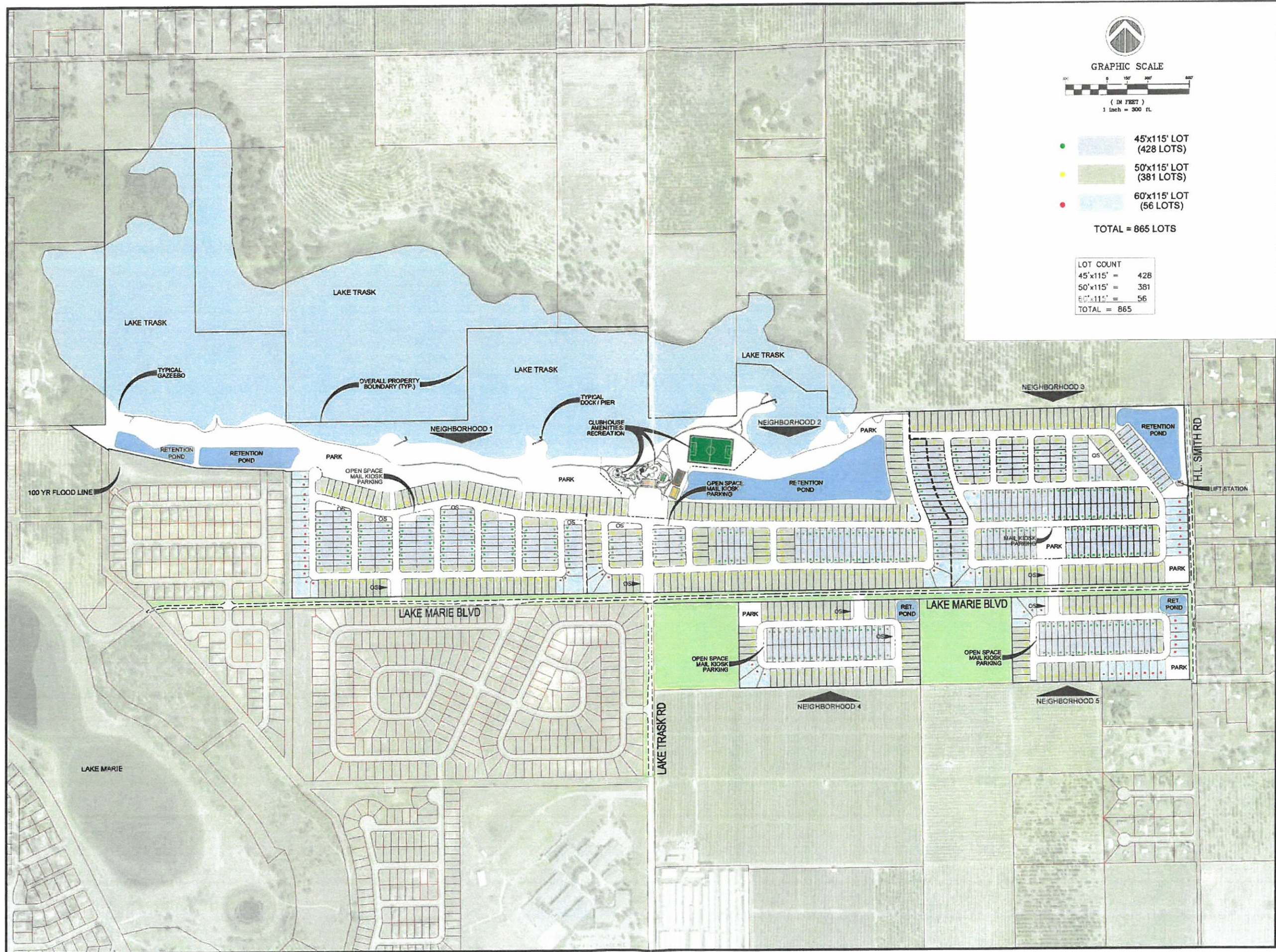
26. UNLESS OTHERWISE NOTED, LANDSCAPE DESIGN AND TREE REGULATIONS ARE SUBJECT TO THE PROPOSED USE(S) AND SHALL COMPLY WITH THE TOWN OF DUNDEE LAND DEVELOPMENT REGULATIONS.

27. PERIMETER LANDSCAPING SHALL COMPLY WITH THE TOWN OF DUNDEE LAND DEVELOPMENT REGULATIONS.

28. PER LAND DEVELOPMENT CODE (SECTION 3.02.04) REQUIRES SIDEWALKS ON BOTH SIDES OF THE ROAD FOR LOTS LESS THAN 60-FEET WIDE.

29. PER LAND DEVELOPMENT CODE SECTION 2.02.03.06 "UNLESS OTHERWISE CONDITIONED IN THE PUD ORDINANCE, ALONG PUBLIC OR PRIVATE RIGHTS-OF-WAY, INCLUDING THOSE BORDERING THE PERIMETER OF THE PUD, ONE CANOPY TREE SHALL BE PLANTED FOR EVERY 50 FEET OF RIGHT-OF-WAY. SUCH TREES SHALL BE NO LESS THAN TEN FEET IN HEIGHT AT THE TIME OF PLANTING, AND SHALL BE PLACED WITHIN FIVE FEET OF THE RIGHT-OF-WAY ALONG INTERNAL ROADS. THE TREES SHALL BE PLANTED ALTERNATELY ON EITHER SIDE OF THE STREET."

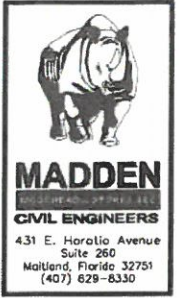




- 45'x115' LOT (428 LOTS)
- 50'x115' LOT (381 LOTS)
- 60'x115' LOT (56 LOTS)

TOTAL = 865 LOTS

LOT COUNT	
45'x115' =	428
50'x115' =	381
60'x115' =	56
TOTAL =	865



COLOR EXHIBIT
 FOR
THE RESERVE AT DUNDEE LAKES
 POLK COUNTY
 FLORIDA

RECONSTRUCTION DEVELOPMENT CORPORATION
 22 ST. CLAIR AVE. E. STE 1200
 TORONTO, ON M4T 2E3, CANADA

ENGINEER IN CHARGE:
 CHANDICE H. WOODHEAD, P.E. #81781
 DATE: AUGUST 19, 2021
 CERTIFICATE OF AUTHORIZATION NO. CA-000723

NO.	DATE	REVISIONS

JOB # 21015
 DATE: 04/20/21
 SCALE: 1" = 300'
 DESIGNED BY: CHL
 DRAWN BY: CHL
 APPROVED BY: CHL

EXHIBIT

H:\Data\21015\Eng\Map\Color-Exhibit_Cz.dwg August 19, 2021 1:37 PM

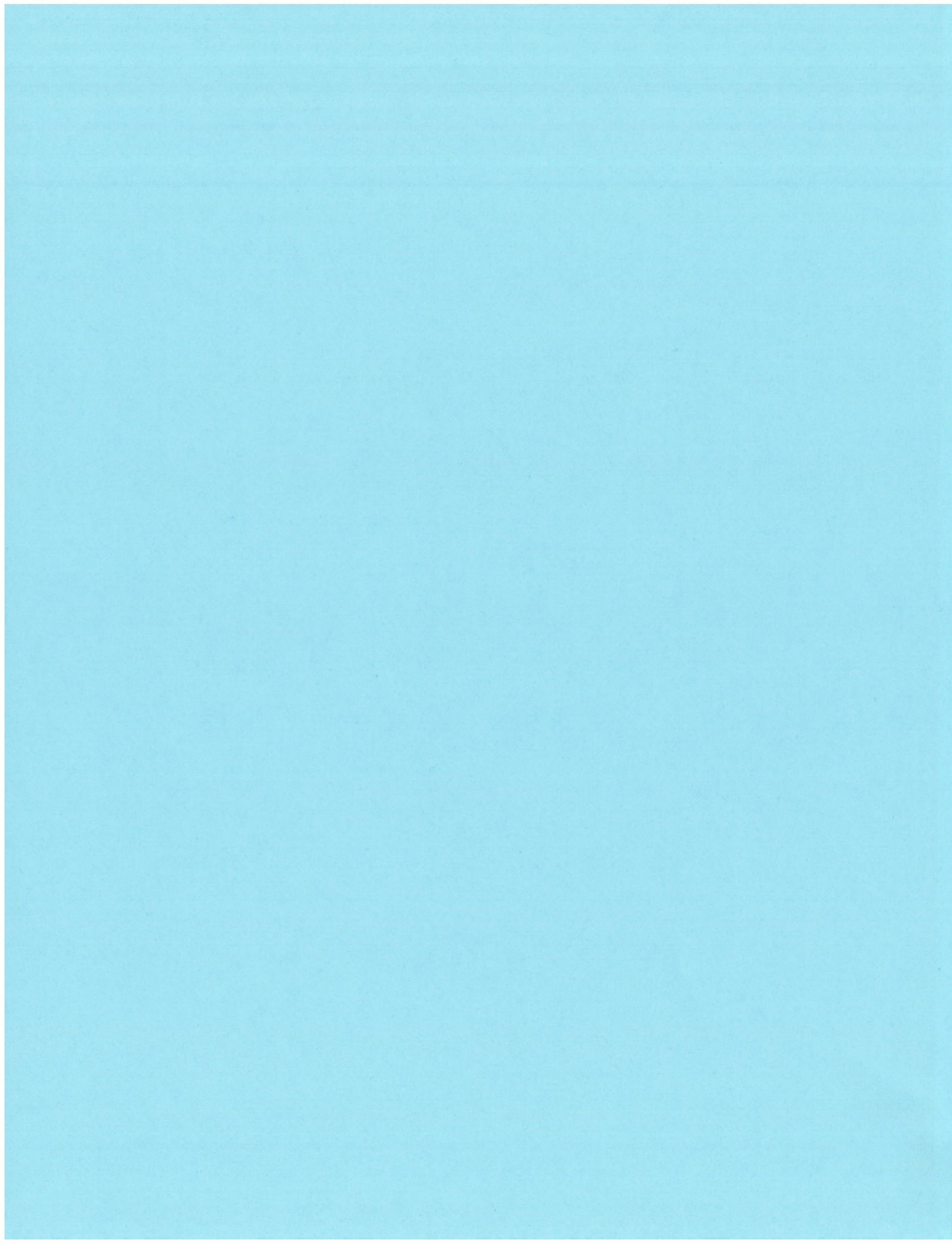


EXHIBIT B

INSTR # 2022059904
BK 12146 Pgs 1840-1842 PG(s) Item 3.
03/07/2022 07:51:58 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 27.00
DEED DOC 49,000.00

Prepared by and return to:
MELISSA E. BARLAUG
Legal Assistant
KARLSON LAW GROUP, P.A.
301 Dal Hall Boulevard
Lake Placid, FL 33852
863-465-5033
File Number: 39-21
\$7,000,000.00
\$27.00 Rec
\$49,000 Doc

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 2 day of **March, 2022** between **WHEELER FARMS, INC.**, a Florida corporation whose post office address is **PO Box 2715, Lake Placid, FL 33862**, grantor, and **DUNDEE RESERVE HOLDINGS LLC**, a Delaware limited liability company whose post office address is **36 Charming Way, Lakewood, NJ 08701**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Polk and Highlands Counties, Florida**, to-wit:

Parcel One:

Lots 1, 2, 3 and 4, in Section 27, Township 28 South, Range 27 East, of Florida Highlands Company Subdivision, according to the map or plat thereof, as recorded in Plat Book 1, Page 87, of the Public records of Polk County, Florida.

Including but not limited to all right, title and interest of the Grantor in and to any land lying in the bed of any dedicated street, alley, road or avenue (before or after vacation thereof, and whether previously abandoned or hereafter abandoned or vacated) in front of or adjoining that portion of the Property being conveyed to the centerline thereof.

Parcel Identification Number: 27-28-27-835500-000010

Parcel Two:

NE 1/4 of Section 27, Township 28 South, Range 27 East, lying North of Florida Highlands Company Subdivision, according to the Plat thereof, recorded in Plat Book 1, Page 87, of the public records of Polk County, Florida.

Parcel Identification Number: 27-28-27-000000-011000

Parcel Three:

The N 1/2 of NW 1/4 of NE 1/4 in Section 26, Township 28 South, Range 27 East, Polk County, Florida, less maintained right of way.

Parcel Identification Number: 27-28-26-000000-013010

Parcel Four:

The South 1/2 of the SE 1/4 of the SE 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Identification Number: 27-28-22-000000-022010

Parcel Five:

NE 1/4 of NW 1/4 of Section 27, Township 28 South, Range 27 East, lying North of Florida Highlands Company Subdivision, according to the Plat thereof, recorded in Plat Book 1, Page 87, of the public records of Polk County, Florida.

Parcel Identification Number: 27-28-27-000000-031010

Parcel Six:

The North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Identification Number: 27-28-26-000000-031030 / 27-28-26-000000-031010

Parcel Seven:

The NW 1/4 of the NW 1/4 of Section 26, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Identification Number: 27-28-26-000000-033000

Parcel Eight:

The SW 1/4 of the NE 1/4 of the SW 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida and the SE 1/4 of the SW 1/4, LESS the NE 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Identification Number: 27-28-22-000000-041050

Parcel Nine:

That part of the East 1/2 of the West 1/2 of the Southwest 1/4 of Section 23, Township 28 South, Range 27 East, Polk County, Florida, being more particularly described as follows: Beginning at the Southeast corner of the West 1/2 of the Southwest 1/4 of said Section 23; thence South 89°03'28" West, along the South line thereof, 656.95 feet to the Southwest corner of the East 1/2 of the West 1/2 of the Southwest 1/4 of said Section 23; thence North 00°19'44" West, along the West line thereof, 384.00 feet; thence South 88°07'38" East, 262.37 feet; thence South 52°44'57" East, 293.54 feet; thence South 86°39'27" East, 162.35 feet to the East line of the West 1/2 of the Southwest 1/4 of said Section 23; thence South 00°21'29" East, along the East line thereof, 177.48 feet to the said Point of Beginning.

Parcel Identification Number: 27-28-23-000000-043060

Parcel Ten:

The SW 1/4 of NW 1/4 of NE 1/4 and SE 1/4 of NE 1/4 of NW 1/4 in Section 26, Township 28 South, Range 27 East, Polk County, Florida, less maintained right of way.

Parcel Identification Number: 27-28-26-000000-031030

Parcel Eleven:

The SW 1/4 of NE 1/4 of NW 1/4 in Section 26, Township 28 South, Range 27 East, Polk County, Florida, less maintained right of way.

Parcel Identification Number: 27-28-26-000000-031030

Parcel Twelve:

The NW 1/4 of SE 1/4 of NW 1/4 and the NE 1/4 of SW 1/4 of NW 1/4 in Section 26, Township 28 South, Range 27 East, Polk County, Florida, less maintained right of way.

Parcel Identification Number: 27-28-26-000000-031030

Parcel Thirteen:

The North 1/2 of the SW 1/4 of the NE 1/4 of Section 26, Township 28 South, Range 27 East, Polk County, Florida, less and except 15 feet out the Westerly, Northerly and Easterly side thereof for highway purposes.

Parcel Identification Number: 27-28-26-000000-031030

Parcel Fourteen:

The SE 1/4 of the NW 1/4 of NE 1/4 of Section 26, Township 28 South, Range 27 East, Polk County, Florida, less maintained right of way

Parcel Identification Number: 27-28-26-000000-031030

SUBJECT TO:

- 1. Ad valorem taxes and solid waste charges subsequent to 2021;
- 2. Zoning, restrictions, prohibitions and other requirements imposed by governmental authority;
- 3. Restrictions and matters appearing on the plat or otherwise common to the subdivision;
- 4. Public utility easements of record.


Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

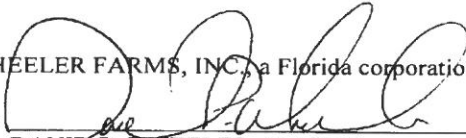
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

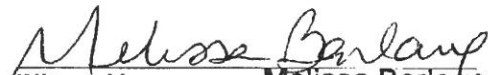
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


 Witness Name: Paul A Koukos

WHEELER FARMS, INC., a Florida corporation
 By: 
DAVID P. WHEELER, President

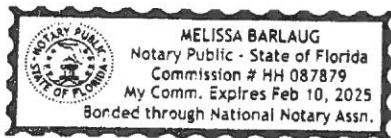
(Corporate Seal)


 Witness Name: Melissa Barlaug

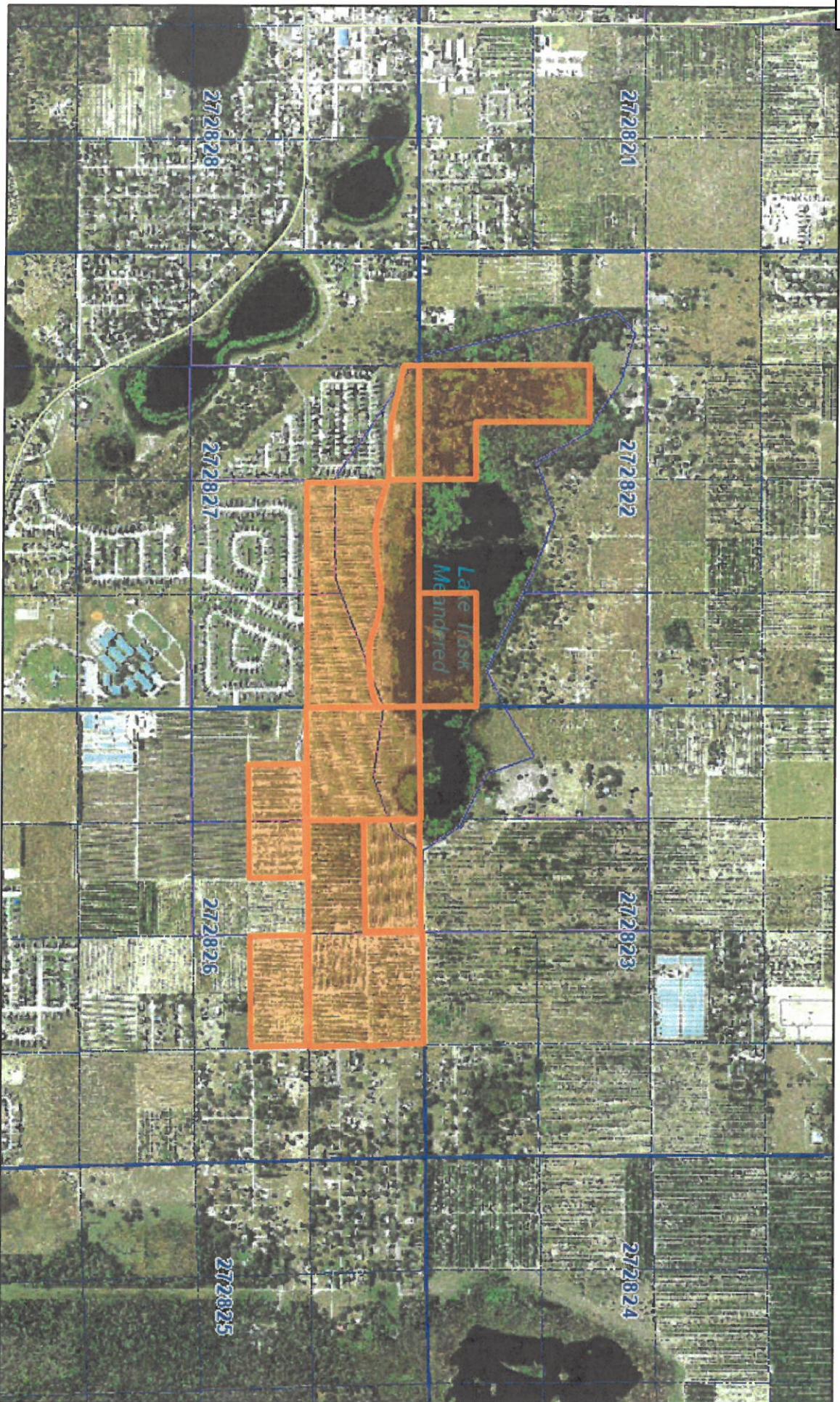
State of Florida
County of Highlands

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of March, 2022 by DAVID P. WHEELER, President of WHEELER FARMS, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification.

[Notary Seal]




 Notary Public
 Printed Name: Melissa Barlaug
 My Commission Expires: _____



Major Roads PLSS Sections HALFFOOT2023

Highways PLSS Boundaries RGB

Waterbodies Gov't Lots

PLSS Townships

Red: Band_1
Green: Band_2
Blue: Band_3

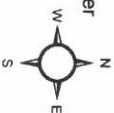
0 500 1,000 2,000 Feet

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".



Polk County Property Appraiser
Polk County, Florida

April 6, 2025



INSTR # 2024211872
BK 13264 Pgs 1339-1346 PG(s)8
09/13/2024 08:15:54 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 69.50

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap, LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, Florida 33831
Telephone (863) 533-7117
Facsimile (863) 533-7412

For Recording Purposes Only

**AMENDMENT TO AGREEMENT REGARDING THE EXTENSION OF CERTAIN
EQUIVALENT RESIDENTIAL CONNECTIONS FOR RESERVED CAPACITY IN THE
TOWN OF DUNDEE'S WATER TREATMENT PLANT**

THIS AMENDMENT TO **AGREEMENT REGARDING THE EXTENSION OF CERTAIN EQUIVALENT RESIDENTIAL CONNECTIONS FOR RESERVED CAPACITY IN THE TOWN OF DUNDEE'S WATER TREATMENT PLANT** ("Amendment"), made and entered into this 29th day of August, 2024, by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **DUNDEE RESERVE HOLDINGS, LLC**, an active Delaware limited liability company, authorized to transact business in State of Florida ("Owner").

RECITALS

1. On or about August 17, 2005, the Town entered into that certain TOWN OF DUNDEE RECEIPT AND ACKNOWLEDGEMENT OF PAYMENT AND RESERVATION OF WATER TREATMENT PLANT CAPACITY (the "Reservation") with Silver Residential Development, Inc., for reservation in the Town's Water Treatment Plant of 153,000 GPO in equivalent capacity or 425 Equivalent Residential Connections (the "Water ERCs") for the Tree-O-Groves and Raley's Groves Subdivisions.
2. A copy of the Reservation is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference.
3. Pursuant to the Reservation (see **Exhibit "A"**), the term for the Water ERCs commenced on January 1, 2006 and expired on January 1, 2016.
4. On or about January 9, 2006, the Town entered into that certain ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S RIGHTS (the "Assignment") approving the request of Silver Residential Development, Inc., to assign 105 of the Water ERCs (Nos. 1321-1425) to State Housing and Development, Inc.

5. A copy of the Assignment is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference.

6. On December 1, 2011, pursuant to that certain Bill of Sale (the "Bill") executed by Larry D. Silver, Manager of Silver Capital Advisors, LLC as Manager of Lake Marie, LLC, 306 Water ERCs (Nos. 1015-1320) were transferred to Wheeler Farms, Inc., a Florida corporation.

7. A copy of the Bill is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference.

8. On March 2, 2022, Wheeler Farms, Inc. and Owner entered into that certain ASSIGNMENT OF DEVELOPMENT RIGHTS, ENTITLEMENTS, IMPACT FEE CREDITS, AND OTHER RIGHT, TITLE AND INTEREST (the "Assignment of Rights") which transferred and/or assigned, amongst others, 306 Water ERCs (Nos. 1015-1320) to the Owner.

9. A copy of the Assignment of Rights is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference.

10. On September 13, 2022, the Owner requested that the Town ratify and approve the transfer(s) and assignment(s) of the 306 Water ERCs (Nos. 1015-1320) and renew and/or reactivate the Water ERCs (Nos. 1015-1320).

11. At that time, the Town renewed and reissued the 306 Water ERCs (Nos. 1015-1320) as re-issued Water ERC Nos. 22-01 through 22-306.

12. The Town and Owner have determined that, at this time, the Owner holds, albeit expired, 306 Water ERCs representing 110,160 gallons per day (GPO) in equivalent capacity in the Town's Water Treatment Plant represented by ERC Certificates numbered 22-01 through 22-306.

13. The Owner has not otherwise conveyed, assigned, pledged, hypothecated or otherwise redeemed any of said certificates representing the Water ERCs as defined and identified herein although said Owner ERCs expired on July 25, 2024.

14. The Owner is the owner of certain real property situated in Polk County, Florida, more particularly described by **Composite Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property") which is the Reserve at Dundee Lakes Subdivision.

15. Prior to July 25, 2024, the Owner requested that the Town reactivate or renew 306 Water ERCs (Nos. 22-01 through 22-306) for a period of twenty-four (24) months beginning on July 25, 2024 through July 24, 2026.

16. The 306 Water ERCs requested for renewal and/or reactivation would accrue Thirty-Three Thousand Forty-Eight Dollar and zero cents (\$33,048.00) in idle capacity charges from July 25, 2024 through July 24, 2026, if same remained unpaid.

17. On August 29, 2024, at a duly notice public meeting, the Town Commission approved the reactivation of the Water ERCs (Nos. 22-01 through 22-306) for the development of the Reserve at Dundee Lakes Subdivision.

18. Owner received the transfer or assignment of the 306 Water ERCs for construction of single-family homes to be located within the municipal limits of the Town.

19. The parties covenant and agree that they have the power and authority to enter into this Amendment and bind themselves to the provisions of this Amendment.

ACCORDINGLY, in consideration of the Recitals stated above and other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS; OWNERSHIP. The Factual Recitals above are true and correct and form a factual and material basis of this Amendment. The Town acknowledges and reactivates the Water ERCs (Nos. 22-01 through 22-306), and the Town further acknowledges and agrees that Owner owns the 306 Water ERCs which are the subject matter of this Amendment.

SECTION 2. DEFINITIONS. All capitalized terms not defined herein shall have the same meaning as defined in the Agreements.

SECTION 3. GRANT OF EXTENSION.

A. The Town, pursuant to the terms of this Amendment, hereby reactivates said 306 Water ERCs and grants to the Owner an extension of the term of the 306 Water ERCs of equivalent capacity in the Town's Water Treatment Plant represented by Water ERC Certificates (ERC Certificates 22-01 through 22-306) through a period expiring July 25, 2026 ("Expiration Date").

B. In consideration for such extension, within thirty (30) calendar days after mutual execution of this Agreement and approval by the Town Commission, Owner shall pay Thirty-Three Thousand Forty-Eight Dollar and zero cents (\$33,048.00) in immediately available funds to the Town in full satisfaction of the water idle capacity charges outstanding as of the date of this Agreement and due through July 24, 2026, and pay any and all other charges that may be due pursuant to Chapter 54 of the Town's Code of Ordinances. To the extent the Town determines that any other idle capacity charges are due in accordance with Chapter 54 of the Town's Code of Ordinances regarding the Water ERCs that are the subject of this Agreement then Owner agrees to pay said charges to the Town within thirty (30) calendar days of receipt of an invoice sent to Owner for same. No refunds of any idle capacity charges paid by Owner shall be given by the Town.

C. Once the Owner has paid the sum of Thirty-Three Thousand Forty-Eight Dollar and zero cents (\$33,048.00) in immediately available funds to the Town, all previously issued certificates representing the Water ERCs extended herein and that are the subject of this Agreement shall be returned to the Town and cancelled and of no force and effect. Thereafter, in exchange for the returned certificates, the Town will issue new certificates for Water ERCs extended herein and that are the subject matter of this Agreement and provide same to the Owner. Provided however that the terms of the Agreement attached hereto as **Composite Exhibit "A"** shall not control and when new

certificates are issued by the Town to Owner. No Water capacity in the Town's Water Treatment Plant shall be reserved beyond July 24, 2026, and the 306 Water ERCs extended herein shall expire on July 25, 2026.

SECTION 4. GRANT OF OPTION.

A. The Town, pursuant to the terms of this Amendment and in addition to any rights granted to Owner under the Agreement or under applicable law, hereby grants to the Owner an option to transfer, from time to time (i) all or a portion of the Water ERCs to a third party ("ERC Transferee") without transferring fee simple title to all or any portion of the Property ("ERC Transfer"), and/or (ii) transfer of all or any portion of the Property to a third party ("Property Transferee"; ERC Transferees and Property Transferees are collectively "Transferees") and retain all or any Water ERCs ("Property Transfer"; "ERC Transfers" and "Property Transfers" are collectively "Independent Transfers"). Owner may exercise such option in its sole and absolute discretion.

B. At least thirty (30) days prior to any Independent Transfer as defined herein, Owner shall provide written notice to the Town thereof ("Transfer Notice"), which shall include the Transferee's (i) name, (ii) address, (iii) employer identification number (EIN) or federal tax identification number, and (iv) contact information (including telephone number, fax number, and e-mail address, as applicable). The parties agree that Owner shall enter into transfer and/or assignment agreement with DUNDEE RESERVE HOLDINGS, LLC, in the event of any transfer and/or assignment of the Water ERCs and that notice was previously given by Owner for this specific anticipated Independent Transfer.

C. In the case of a Water ERC Transfer of all outstanding ERCs, Owner shall no longer be liable for any idle capacity charges which may accrue with respect to the applicable Water ERCs if Transferee executes a written commitment to pay such charges. In that event the Transferee must also comply with all of the conditions and obligations in the Reservation and this Agreement.

SECTION 5. OBLIGATIONS OF TOWN.

A. The Town shall allocate water capacity for the Water ERCs in the name of Owner and/or its successors and assigns in accordance with all applicable laws and Ordinances and the terms of the Agreements, as amended by this Amendment through the Expiration Date.

B. The Town shall, within ten (10) days following receipt of Owner's request, provide a written statement to Owner certifying the current number of Water ERCs in the name of Owner.

SECTION 6. AGREEMENT TO COOPERATE. The parties agree to cooperate and to do all things reasonably necessary to accomplish the terms of this Amendment, and that they respectively shall, upon being requested by the other party to do so, execute and deliver promptly any and all such authorizations, instruments, papers or documents of any and every kind and character as may be reasonably required, necessary or proper for the purpose of giving full force and effect to this Amendment and to the covenants, conditions, and agreements contained herein. Except as specifically modified by this

Amendment, all of the terms, covenants, conditions and agreements of the Agreements shall remain in full force and effect.

SECTION 7. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Amendment is solely for the benefit of the formal parties hereto 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.

SECTION 8. SEVERABILITY. If any part of this Amendment is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Amendment if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Amendment is declared to be severable.

SECTION 9. LAND USE APPROVALS. Owner acknowledges and understands that the Town is prohibited from engaging in "Contract Zoning" or the bartering away of its legislative prerogative. As such this Amendment shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

SECTION 10. BINDING UPON SUCCESSORS. This Amendment shall be binding upon and shall inure to the benefit of the successors or assigns of the parties hereto.

SECTION 11. APPLICABLE LAW AND VENUE. This Amendment and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any dispute or cause of action under the Agreements, as modified by this Amendment, shall be exclusively in the state courts of competent subject matter jurisdiction in Polk County, Florida.

SECTION 12. NOTICES. All notices, demands, requests and other communications required or permitted by the Agreements, as modified by this Amendment, by any party hereto to any other party shall be in writing and shall be validly given or made by any party, or any party's attorney on behalf of such party, only if personally served or delivered by Federal Express or other similar reputable national courier service keeping records of deliveries and attempted deliveries. In the event of personal service, notice shall be deemed effective when delivered. Service by courier shall be conclusively deemed made on the second business day delivery is attempted or upon receipt, whichever is sooner.

TOWN: TOWN OF DUNDEE
P.O. Box 1000
105 Center Street
Dundee, Florida 33838-1000
Attention: Town Manager

With a copy to:
*(which shall not
constitute notice)*

Frederick J. Murphy, Jr.
Town Attorney, Town of Dundee
P.O. Drawer 30
245 South Central Avenue
Bartow, Florida 33830

OWNER: DUNDEE RESERVE HOLDINGS, LLC
Attn: Shelton Rice
225 East Lemon Street
Suite 300
Lakeland, Florida 33801

Any person or entity may change their address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

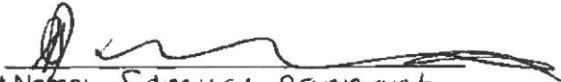
SECTION 13. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitute the entire agreement between the parties. Modifications to and waivers of the provisions herein shall not be binding unless made in writing and signed by the parties hereto and approved by the Town's governing body. Except as expressly amended by this Amendment, the terms and conditions of the Agreement and the Assignment shall remain unchanged and unamended, and are hereby ratified and confirmed. In the event of any conflict between the terms of the Agreement and Amendment, the terms of this Amendment shall control.

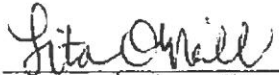
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Owner and the Town have executed or have caused this Amendment, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Amendment.

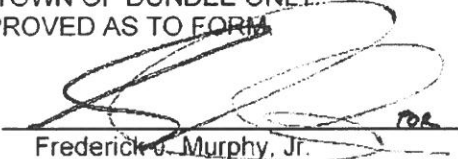
ATTEST:

THE TOWN OF DUNDEE

By: 
Print Name: Samuel Pennant
As Its: Mayor
Date: 8/30/2024


By: 
Print Name: Lita O'Neill
As Its: Town Clerk

FOR THE USE AND RELIANCE
OF TOWN OF DUNDEE ONLY.
APPROVED AS TO FORM


By: 
Frederick J. Murphy, Jr.
Town Attorney

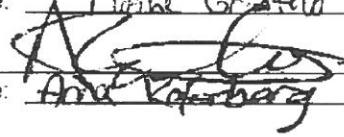
OWNER:

DUNDEE RESERVE HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Moshe Goldshmidt
Title: Manager

Signed and delivered
In the presence of:


Print Name: Moshe Grunfeld


Print Name: Andre Katsberg

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 29th day of August,
2024, by Moshe Goldshmidt, as Manager of DUNDEE RESERVE HOLDINGS,
LLC, on behalf of the company, DUNDEE RESERVE HOLDINGS, LLC. He is personally known to me or has produces _____ as identification and (did) (did not) take an oath

MOSHE ZACHARY GRUNFELD
NOTARY PUBLIC,
IN AND FOR THE PROVINCE OF ONTARIO
MY COMMISSION IS FOR LIFE


Signature of Person Taking Acknowledgement

Moshe Zachary Grunfeld
Name of Acknowledger Types, Printed, or Stamped

Notary Public in and for province of Ontario
Title or Rank

LSD # 666346
Serial Number, if any

EXHIBIT C

INSTR # 2024211935
BK 13264 Pgs 1549-1591 PG(s)43
09/13/2024 08:47:22 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 367.00

Item 3.

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

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

WATER SUPPLY ALLOCATION AGREEMENT

THIS **WATER SUPPLY ALLOCATION AGREEMENT** (the "Agreement") is made and entered into this 10th day of September, 2024, by and between **DUNDEE RESERVE HOLDINGS, LLC**, an active Delaware limited liability company, whose address is 36 Charming Way, Lakewood, New Jersey 08701 (the "OWNER") which is authorized to do business in the State of Florida, and the **TOWN OF DUNDEE, FLORIDA**, a municipal corporation created under the laws of the State of Florida ("TOWN").

FACTUAL RECITALS

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

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

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

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

SECTION 2. WATER ALLOCATION TRANSFER. The OWNER hereby consents and agrees to transfer and transfers the water allocation (whether surface water, groundwater, or both) allocated by the Southwest Florida Water Management District ("SWFWMD") under consumptive use/water use permit numbers, as more particularly described in **Exhibit "B"** attached to and incorporated in this Agreement, (and any other unpermitted water allocation associated with any wells on the Property) to the TOWN. The permitting quantity for the well(s) is currently 208,000 gallons per day ("GPD") (Annual Average). OWNER further agrees to transfer said permit to TOWN if necessary to effectuate the transfer of the water allocation to the TOWN and execute any documents and/or take any and all other actions determined necessary by the TOWN in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. Provided further that OWNER shall be responsible for any costs and/or actions required by SWFWMD and/or any agencies with jurisdiction in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. This transfer shall become effective upon the effective date of this Agreement. The Town, upon credit or increase to the Town WUP from SWFWMD arising out of the transfer of the Wells, shall allocate and assign any increase or credit to the Town's WUP to the Owner, or related entities, on a pro rata basis for the purpose of establishing concurrency for Owner's projects located within the Town's Chapter 180 Utility Service Area.

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

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

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

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

the Property.

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

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

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

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

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

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

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

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

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

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

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

keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, the OWNER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

IF THE OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, LITA O'NEILL, AT 863-438-8330, EXT. 238, LONEILL@TOWNOFDUNDEE.COM, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

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

[Remainder of page intentionally left blank]

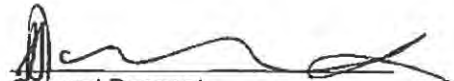
IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the date and year first above written.

ATTEST:

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




Lita O'Neill
Town Clerk



Samuel Pennant
Mayor

Approved as to form and correctness:



Frederick J. Murphy, Jr.
Town Attorney


STATE OF FLORIDA
COUNTY OF POLK

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

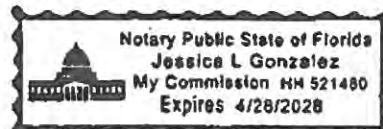
WITNESS my hand and official seal this 10 day of 9, 2024.

My Commission expires:

4-28-2028



Notary Public in and for the State of Florida at Large



OWNER

Dundee Reserve Holdings, LLC
a Delaware limited liability company

By: [Signature]
Print Name: Moishe Goldshmidt

Gamaliel Rodriguez [Signature]
↑ Witness signature ↑

↑ Witness signature ↑
Print witness name: Gamaliel Rodriguez

R. D. Kaner
↑ Witness signature ↑

↑ Witness signature ↑
Print witness name: RAJESH KANERIA

Its: Manager

Date: 8/27/24

[CORPORATE SEAL]



GAMALIEL RODRIGUEZ
Commission # HH 572461
Expires July 17, 2028

STATE OF FL
COUNTY OF POLK

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

WITNESS my hand and official seal this 27 day of August, 2024.

My Commission expires: July, 27 2028

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



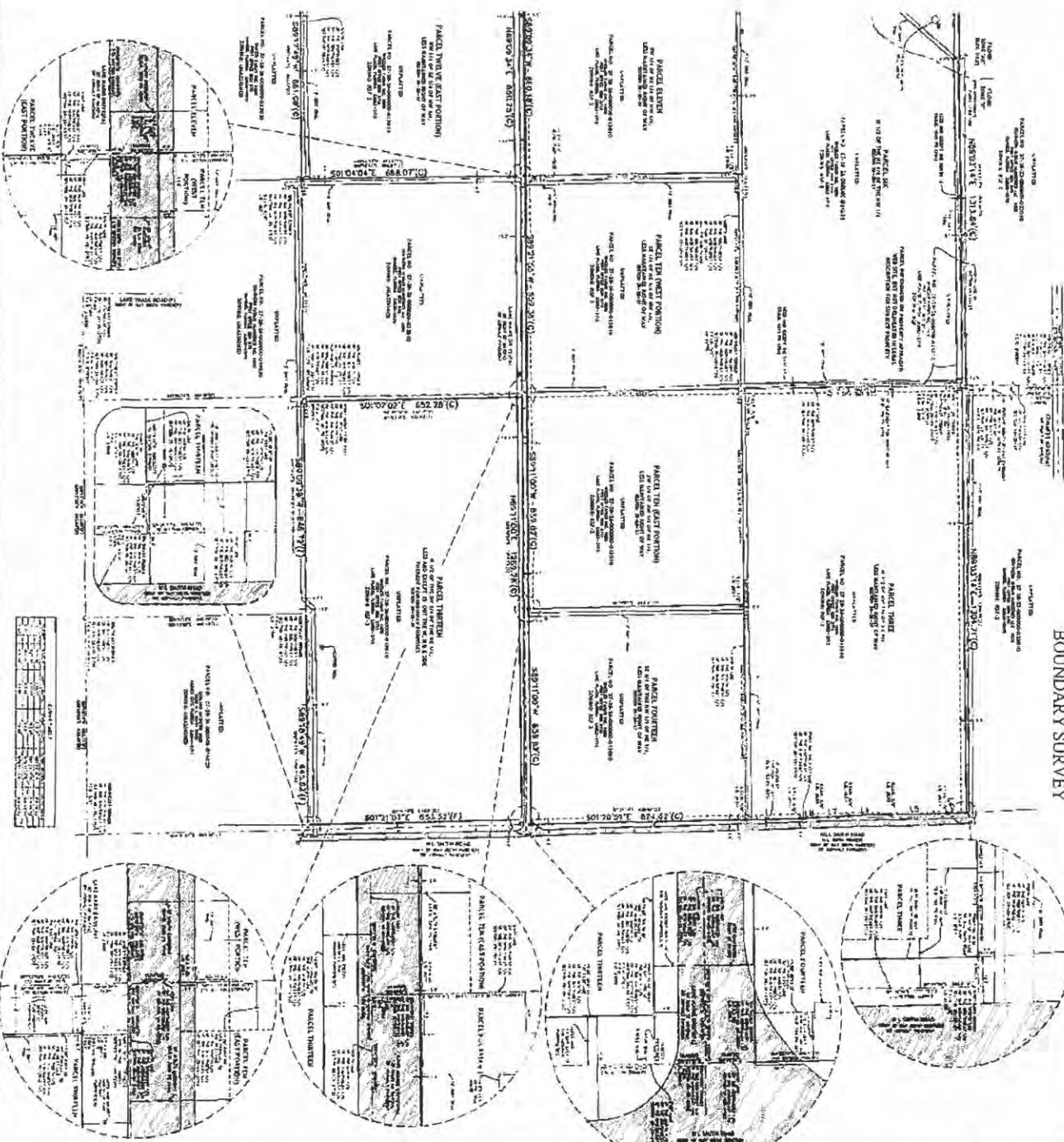
GAMALIEL RODRIGUEZ
Commission # HH 572461
Expires July 17, 2028



GAMALIEL RODRIGUEZ
Commission # HH 572461
Expires July 17, 2028

Exhibit "A"
BOUNDARY SURVEY

SECTIONS 22, 23, 26 AND 27, TOWNSHIP 28 SOUTH, RANGE 27 EAST
FIELD COUNTY, FLORIDA



Prepared by:
ACCURATE SURVEY OF FLORIDA, INC.
11000 W. 11th Ave., Suite 100
Lakeland, FL 33809-5165
Phone: 888-257-1111
Fax: 888-257-1112
www.accurate-survey.com

3) SOUTH BUSINESS PARK, LLC
POST OFFICE BOX 5100
LAKE WINDY, FLORIDA 33807-5100

PROJECT NAME: LAKE TRASK (WHEELER ESTATE PROPERTY)
BOUNDARY SURVEY

DATE: 08/20/2024

SCALE: 1" = 30'

1 of 3

STATIONING REPORT

LEGAL DESCRIPTION

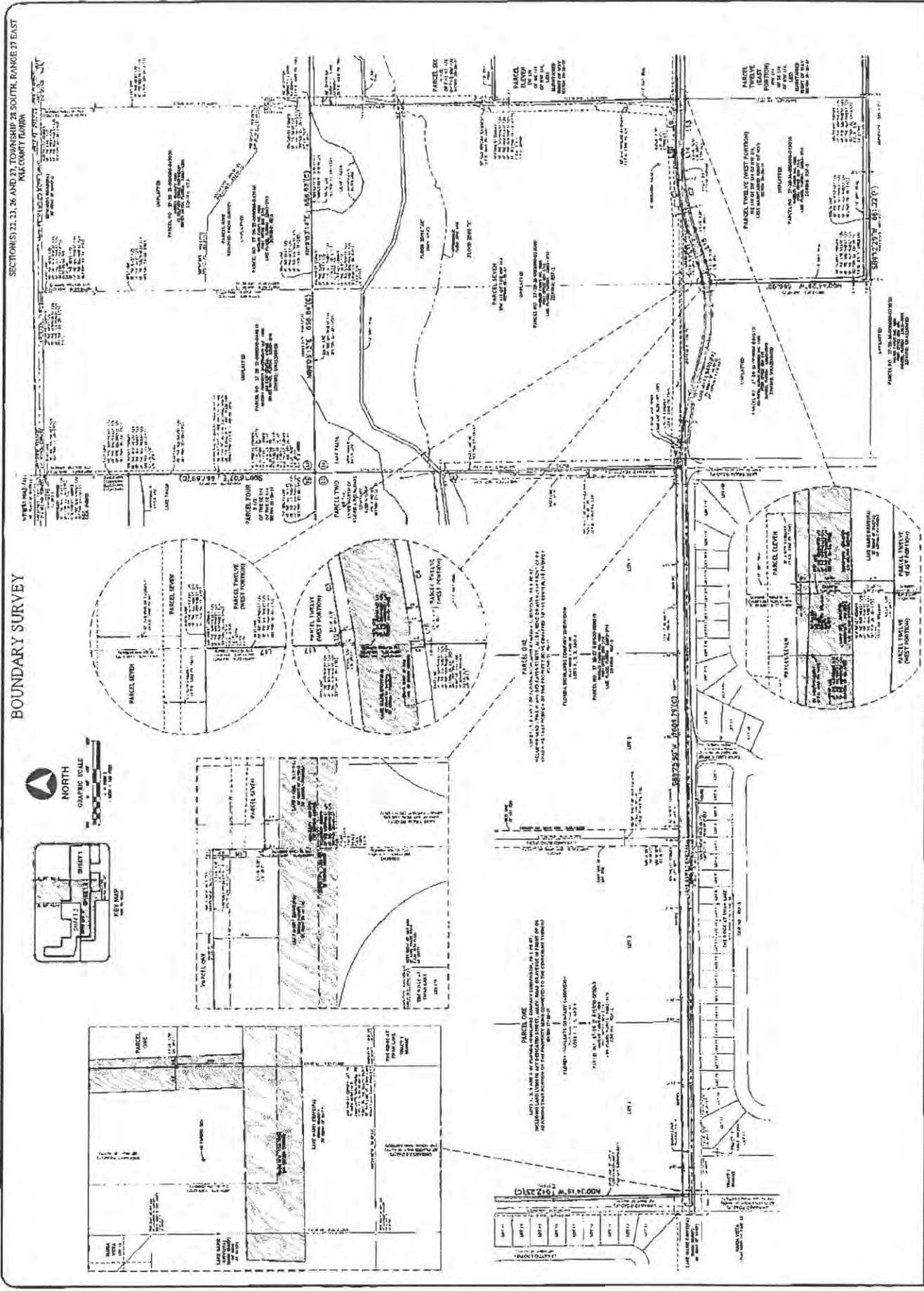
STATIONING CERTIFICATE

GRAPHIC SCALE

NEUTRAL

SITE

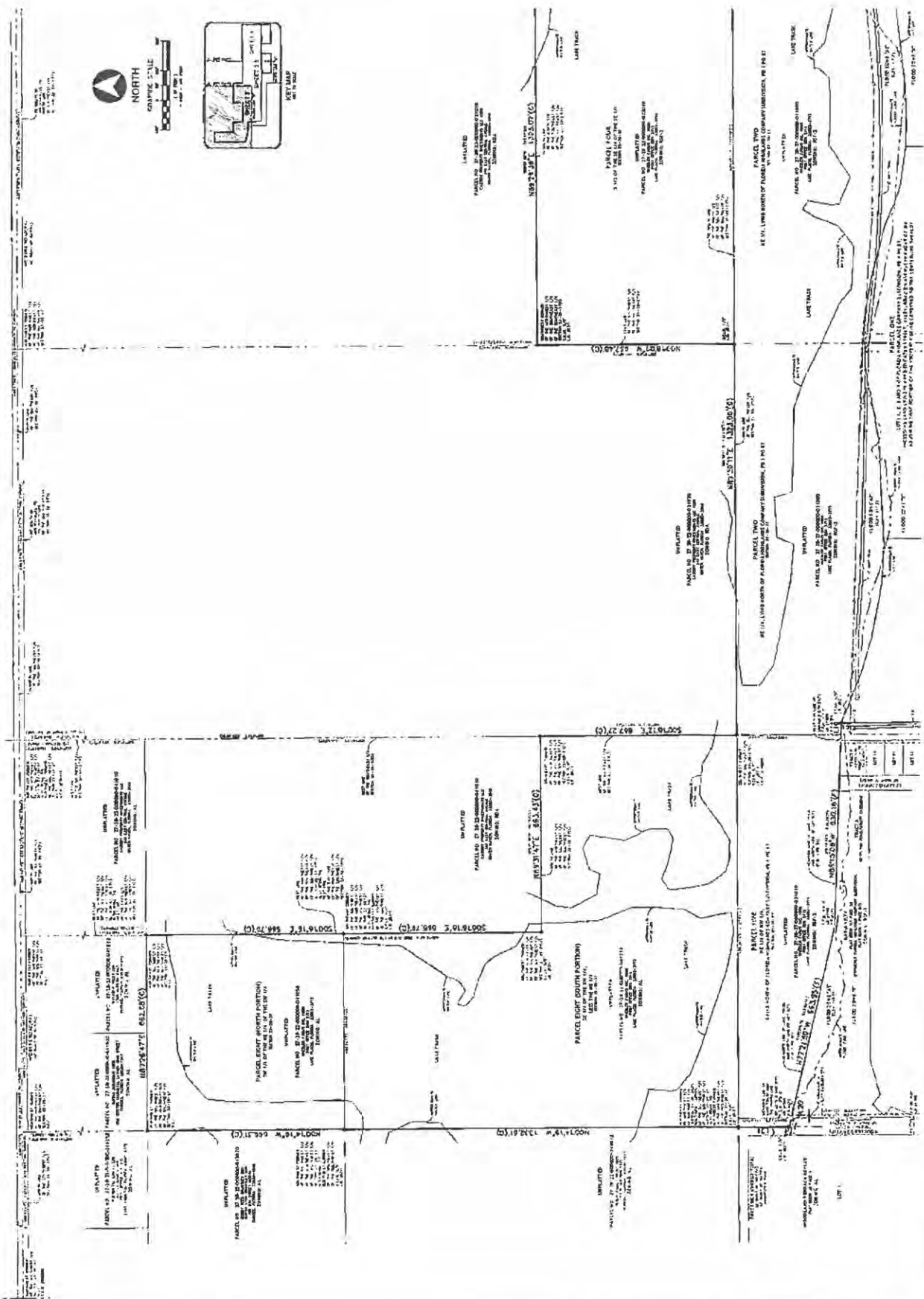
BOUNDARY SURVEY



PROPERTY NAME	LAKE TRASK (WHEELER FARMS PROPERTY)
PROJECT NAME	BOUNDARY SURVEY
TRACT FILE	2
SECTION	2
DATE	09/13/2024
BY	STACY M. BUTTERFIELD, POLK
FOR	37 SOUTH BUSINESS PARK LLC POST OFFICE BOX 6165 LAKELAND, FLORIDA, 33807-6165
SCALE	AS SHOWN
DATE	09/13/2024
BY	STACY M. BUTTERFIELD, POLK
FOR	37 SOUTH BUSINESS PARK LLC POST OFFICE BOX 6165 LAKELAND, FLORIDA, 33807-6165

BOUNDARY SURVEY

SECTIONS 12, 13, 26 AND 27, TOWNSHIP 28 SOUTH, RANGE 27 EAST
MCL COUNTY, FLORIDA



Project No.	31
Client	31 SOUTH BUSINESS PARK, LLC POST OFFICE BOX 6065 LAKELAND, FLORIDA 33807-6065
Survey Type	BOUNDARY SURVEY
Scale	AS SHOWN
Date	08/13/2024
Surveyor	Stacy M. Butterfield, P.L.C.
Project Location	SECTION 12, 13, 26 AND 27, TOWNSHIP 28 SOUTH, RANGE 27 EAST, MCL COUNTY, FLORIDA
Parcel No.	31
Area	1,100,000.00 SQ. FT.
Perimeter	10,000.00 FT.
Accuracy	± 0.01 FT.
Notes	SEE SURVEY REPORT FOR DETAILED INFORMATION.

ACCURATE SURVEY OF FLORIDA, INC.
10000 W. US HWY 90, SUITE 100
LAKELAND, FLORIDA 33807-6065
TEL: 888-333-3333
WWW.ACCURATE-SURVEY.COM

Exhibit "B"



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
TDD only: 1-800-231-6103 (FL only)
On the Internet at WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

8/4/2022

Dundee Reserve Holdings, LLC
Attn: Hannah Nachison
36 Charming Way
Lakewood, NJ 08701

Subject: Transfer of Water Use Permit No. 20004105.008

Dear Ms. Nachison:

The Water Use Permit referenced above has been transferred. Please note that the transfer of the Water Use Permit only authorizes continuance of the activities currently listed in the permit. Any changes to the withdrawals, use type, or water use must be approved through a Water Use Permit Modification application prior to the changes. Please be advised the Permittee is responsible for compliance with all terms of the permit including the Special and Standard Conditions listed in the Permit. This includes any data reporting such as meter readings, pumpage, water quality, or water levels as well as any water conservation or feasibility analysis. In the event a water shortage order is declared, the District may modify the permit. Additionally, the permit may be subject to any new rules adopted by the District.

If you have any questions or concerns regarding your permit or any other information, please contact Shelbi More, at extension 2085, in the Tampa Service Office, Water Use Permit Bureau.

Sincerely,

Shelbi More
Water Use Permitting Intern
Water Use Permit Bureau
Regulation Division

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 004105.008

PERMIT ISSUE DATE: April 22, 2020

EXPIRATION DATE: April 24, 2040

The Permittee is responsible for submitting an application to renew this permit no sooner than one year prior to the expiration date, and no later than the end of the last business day before the expiration date, whether or not the Permittee receives prior notification by mail. Failure to submit a renewal application prior to the expiration date and continuing to withdraw water after the expiration date is a violation of Chapter 373, Florida Statutes, and Chapter 40D-2, Florida Administrative Code, and may result in a monetary penalty and/or loss of the right to use the water. Issuance of a renewal of this permit is contingent upon District approval.

TYPE OF APPLICATION: Renewal
GRANTED TO: Wheeler Farms, Inc. / Attn: David P. Wheeler
Post Office Box 2715
Lake Placid, FL 33862

Transferred On: August 4, 2022
To: Dundee Reserve Holdings, LLC
Attn: Hannah Nachison
36 Charming Way
Lakewood, NJ 08701
Expiration Date: April 24, 2040
New Permit No: 20004105.009

PROJECT NAME: Wheeler Farms/Lake Marie
WATER USE CAUTION AREA(S): SOUTHERN WATER USE CAUTION AREA
COUNTY: Polk

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)	
ANNUAL AVERAGE	208,000 gpd
PEAK MONTH ¹	1,268,700 gpd
DROUGHT ANNUAL AVERAGE ²	283,500 gpd
CROP PROTECTION/MAXIMUM ³	6,156,200 gpd

1. Peak Month: Average daily use during the highest water use month.
2. Drought Annual Average: Annual average limit when less than historical average rainfall if sufficient Water Conservation credits exist in the Permittee's account.
3. Crop Protection/Maximum: Maximum use allowed any 24-hour period/Frost and Freeze protection of crops.

ABSTRACT:

This is a renewal of an existing water use permit for agricultural use. The authorized quantities have not changed from those previously permitted. The annual average quantities are 208,000 gallons per day (gpd), drought annual average quantities are 283,500 gpd, peak month quantities are 1,268,700 gpd, and crop protection quantities are 6,156,200 gpd. There is no change in use type from the previous revision. These quantities are based on the District's irrigation allotment calculation program, AGMOD. The permittee is not using alternative water supplies because none are feasible at this time. This permit is located within the Southern Water Use Caution Area and the Central Florida Water Initiative .

This application satisfies existing conditions for permit issuance because reasonable assurances have been approved that demonstrate that water resources, existing legal users, offsite land uses, and surface water and groundwater quality will not be adversely impacted. Additionally, documentation has been provided that demonstrates the request is necessary to fulfill a reasonable demand, conservation measures will be incorporated, and an evaluation of alternative water has been provided. The recommended permit duration is commensurate with the applicant's ability to satisfy conditions of permit issuance.

The CFWI is a collaborative regional water supply endeavor to protect, conserve, and restore water resources in the area by working to accomplish the goals presented in the Central Florida Water Initiative Guidance Document. These goals include crafting long-term water supply solutions for the Central Florida region. The CFWI effort may also result in specific regulatory requirements. While the scope and content of these regulatory requirements are unknown at this time, it is possible they may include requirements that are related to the Permittee's relative contribution to the water resource impact being addressed, the timing of permit issuance compared to other existing legal users, and/or include other considerations identified by the CFWI Solutions Planning and Regulatory Teams. Therefore, this permit includes Special Conditions that provide specific notification that the permit may be modified during the term of the permit to address unanticipated harm or impacts to existing legal users that is occurring or is projected to occur from the Permittee's authorized withdrawal over the permit duration. Since this application is located within the CFWI area, it is necessary for the applicant to consider implementing the heightened water conservation requirements defined in the Special Conditions. The applicant is advised to carefully consider its infrastructure investments in light of the on-going Central Florida Water Initiative.

Special conditions include those that require the Permittee to record and report meter readings monthly, cap withdrawals not in use, comply with allocated irrigation quantities, investigate the feasibility of using reclaimed water, submit annual irrigation water use crop reports, eliminate off-site discharge through Best Management Practices, and comply with the Southern Water Use Caution Area recovery strategy.

WATER USE TABLE (in gpd)

<u>USE</u>	<u>ANNUAL AVERAGE</u>	<u>PEAK MONTH</u>	<u>DROUGHT ANNUAL AVERAGE</u>	<u>CROP PROTECTION /MAXIMUM</u>
Agricultural	208,000	1,268,700	283,500	6,156,200

USES AND IRRIGATION ALLOCATION RATE TABLE

<u>CROP/USE TYPE</u>	<u>IRRIGATED ACRES</u>	<u>IRRIGATION METHOD</u>	<u>STANDARD IRRIGATION RATE</u>	<u>DROUGHT IRRIGATION RATE</u>
Citrus	204.00	Low Volume Spray	15.30"/yr.	20.89"/yr.

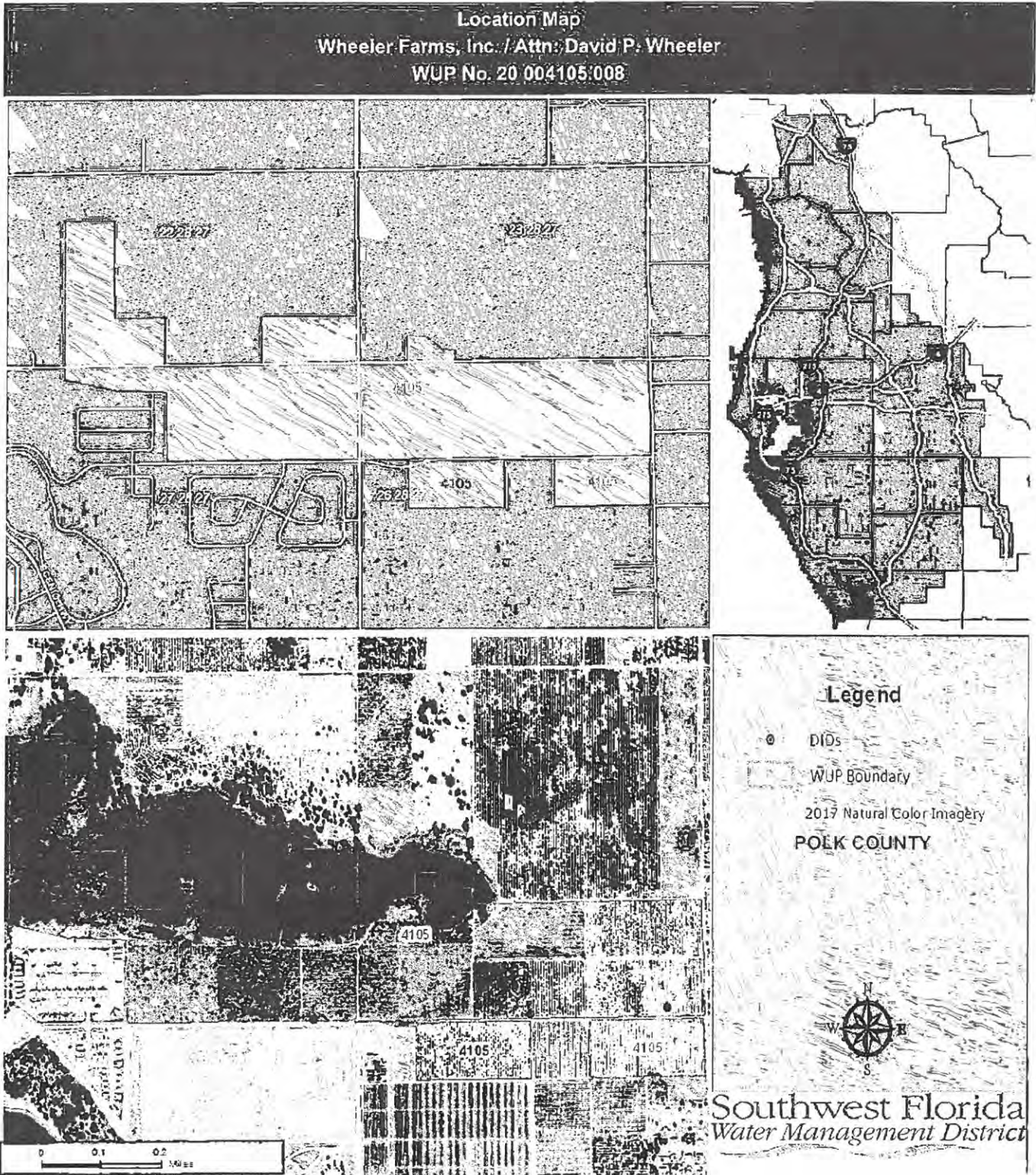
WITHDRAWAL POINT QUANTITY TABLE

Water use from these withdrawal points are restricted to the quantities given below :

<u>I.D. NO.</u>	<u>PERMITTEE/ DISTRICT</u>	<u>DIAM (in.)</u>	<u>DEPTH TTL./CSD.FT. (feet bls)</u>	<u>USE DESCRIPTION</u>	<u>AVERAGE (gpd)</u>	<u>PEAK MONTH (gpd)</u>	<u>CROP PROTECTION (gpd)</u>
1 / 1		12	660 / 110	Irrigation	72,400	441,600	2,537,300
2 / 2		6	300 / UNK	Irrigation	31,600	192,800	633,600
4 / 4		10	1,000 / UNK	Irrigation	86,700	528,600	1,761,100
6 / 6		10	560 / 200	Irrigation	17,300	105,700	1,224,200

WITHDRAWAL POINT LOCATION TABLE

<u>DISTRICT I.D. NO.</u>	<u>LATITUDE/LONGITUDE</u>
1	28° 01' 21.61"/81° 35' 20.18"
2	28° 01' 22.19"/81° 35' 02.80"
4	28° 01' 21.08"/81° 35' 47.80"
6	28° 01' 32.38"/81° 35' 26.32"



STANDARD CONDITIONS:

The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit A and made a part hereof.

SPECIAL CONDITIONS:

1. All reports and data required by condition(s) of the permit shall be submitted to the District according to the due date(s) contained in the specific condition. If the condition specifies that a District-supplied form is to be used, the Permittee should use that form in order for their submission to be acknowledged in a timely manner. The only alternative to this requirement is to use the District Permit Information Center (www.swfwmd.state.fl.us/permits/epermitting/) to submit data, plans or reports online. There are instructions at the District website on how to register to set up an account to do so. If the report or data is received on or before the tenth day of the month following data collection, it shall be deemed as a timely submittal.

All mailed reports and data are to be sent to:

Southwest Florida Water Management District
Tampa Service Office, Water Use Permit Bureau
7601 U.S. Hwy. 301 North
Tampa, Florida 33637-6759

Submission of plans and reports: Unless submitted online or otherwise indicated in the special condition, the original and two copies of each plan and report, such as conservation plans, environmental analyses, aquifer test results, per capita annual reports, etc. are required.

Submission of data: Unless otherwise indicated in the special condition, an original (no copies) is required for data submittals such as crop report forms, meter readings and/or pumpage, rainfall, water level, evapotranspiration, or water quality data.
(499)

2. The Permittee shall document and report on District forms, the beginning and ending hours and dates of operation of each withdrawal point used for the protection of crops from frost, freeze or heat damage. The report shall include the gallons per day pumped from each withdrawal point based on irrigation system capacity, or if available, totalizing flow meter readings. This report shall be submitted by the 10th day of the month following irrigation for crop protection. The crop protection daily quantities specified in this permit are solely for the purpose of crop protection, and do not apply to routine irrigation practices. Irrigation for crop protection shall not exceed the crop protection daily quantity listed on the permit and shall not cause water to go to waste.
(1)
3. The Permittee shall evaluate the feasibility of improving the efficiency of the current irrigation system or converting to a more efficient system. This condition includes implementation of the improvement(s) or conversion when determined to be operationally and economically feasible.(296)
4. The Permittee shall implement a leak detection and repair program as an element of an ongoing system maintenance program. This program shall include a system-wide inspection at least once per year.(309)
5. The Permittee shall incorporate best water management practices, specifically including but not limited to irrigation practices, as recommended for the permitted activities in reports and publications by the IFAS.(312)
6. The Permittee shall limit daytime irrigation to the greatest extent practicable to reduce losses from evaporation. Daytime irrigation for purposes of system maintenance, control of heat stress, crop protection, plant establishment, or for other reasons which require daytime irrigation are permissible; but should be limited to the minimum amount necessary as indicated by best management practices.
(331)
7. Within 90 days of the replacement of any or all withdrawal quantities from ground water or surface water bodies with an Alternative Water Supply, the Permittee shall apply to modify this permit to place

equal quantities of permitted withdrawals from the ground and/or surface water resource on standby. The standby quantities can be used in the event that some or all of the alternative source is not available.(363)

8. The Permittee shall geophysically (caliper) or video log District ID Nos. 2 and 4, Permittee ID Nos. 2 and 4, if the pump assembly is removed for maintenance or replacement within the term of this permit. If the Permittee does not have to remove the pump assembly during the term of this permit, he or she shall notify the District in writing upon submittal of their application to renew their water use permit (WUP). Such notification will not prejudice the Permittee's application. The District does not require the Permittee to remove the well assembly for the single purpose of logging the well.

The geophysical or video log must clearly show the diameter and total depth of each well, and the casing depth and casing continuity in each well. If a video log is made of the well, it shall clearly show the WUP number, Permittee name, and well identification number on the tape itself. One copy of the log shall be submitted to the District within 30 days of the logging event. Upon sufficient notice (approximately two to three weeks), the District can caliper log the well(s) at no cost to the Permittee; however, the Permittee shall remove the pump assembly at their own cost and prior to the arrival of the District logging vehicle on location.

Until such time as the logging is performed, the District shall continue to assess withdrawal impacts, and credit existing use per aquifer based on the assumption that multiple aquifers are open in the well bore. If an analysis of the log with respect to geology or hydrogeology is made, the report must be signed and sealed by a Professional Geologist who is registered and in good standing with the Florida Department of Business and Professional Regulation.
(408)

9. Permittee shall not exceed the quantity determined by multiplying the total irrigated acres by the total allocated acre-inches per irrigated acre per season for each crop type. For all crops except Citrus, an irrigated acre, hereafter referred to as "acre," is defined as the gross acreage under cultivation, including areas used for water conveyance such as ditches, but excluding uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches. For Citrus, an irrigated acre is based on 74% shaded area, equivalent to 89.4% of the gross acreage minus uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches.

An applicant or permittee within the Southern Water Use Caution Area may obtain the total allocated acre-inches per acre per season for their crops, plants, soil types, planting dates, and length of growing season by completing the "Irrigation Water Allotment Form" and submitting it to the District. The District will complete and return the form with the calculated total allocated acre-inches and water conserving credit per acre per season per crop, if applicable, based on the information provided. The "Irrigation Water Allotment Form" is available upon request.
(427)

10. The Permittee shall immediately implement the District-approved water conservation plan dated April 3, 2020 that was submitted in support of the application for this permit. Conservation measures that the Permittee has already implemented shall continue, and proposed conservation measures shall be implemented as proposed in the plan. Progress reports on the implementation of water conservation practices indicated as proposed in the plan as well as achievements in water savings that have been realized from each water conservation practice shall be submitted May 1, 2030.(449)
11. The Permittee shall investigate the feasibility of increasing the use of or using reclaimed water for irrigation when notified by the District that reclaimed water may be available in sufficient supply to be utilized for this permit. The Permittee shall submit a report documenting the feasibility investigation within six months of the notification. The report shall contain an analysis of reclaimed water sources for the area, including the relative location of these sources to the Permittee's property, the quantity of reclaimed water available, the projected date(s) of availability, costs associated with obtaining the reclaimed water, and an implementation schedule for reuse, if feasible. Infeasibility shall be supported with a detailed explanation. If the use of reclaimed water is determined to be feasible by the Permittee or by the District, then the Permittee shall submit an application to modify this water use permit to include reclaimed water as a source of water. The modification application shall include a date when the reclaimed water will be available and shall indicate a proposed reduction in permitted quantities. If the permit application is not submitted by the Permittee, the District may reduce, following notice to the Permittee, the quantities authorized with this permit to account for the availability of reclaimed water.

(458)

12. The Permittee shall record the following information on the Irrigation Water Use Form that is supplied by the District for annual crops for each permitted irrigation withdrawal point, District ID. No(s). 1, 2, 4, and 6, Permittee ID No(s). 1, 2, 4, and 6:
1. Crop type,
 2. Irrigated acres,
 3. Irrigation method (NTBWUCA only),
 4. Dominant soil type per crop or the number of acres per crop on that dominant soil type, and
 5. If used, quantities used for crop protection.

This information shall be submitted by March 1 of each year documenting irrigation for the previous calendar year.

(474)

13. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C.(568)
14. The Permittee shall comply with allocated irrigation quantities, which are determined by multiplying the total irrigated acres by the total allocated inches per acre per season per actual crop grown. If the allocated quantities are exceeded, upon request by the District, the Permittee shall submit a report that includes reasons why the allocated quantities were exceeded, measures taken to attempt to meet the allocated quantities, and a plan to bring the permit into compliance. The District will evaluate information submitted by Permittees who exceed their allocated quantities to determine whether the lack of achievement is justifiable and a variance is warranted. The report is subject to approval by the District; however, justification for exceeding the allowed withdrawal quantity does not constitute a waiver of the District's authority to enforce the terms and conditions of the permit.(651)
15. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.(652)
16. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief: District ID No(s). 1, 2, 4, and 6, Permittee ID No(s). 1, 2, 4, and 6. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(719)
17. This project is located in the Central Florida Water Initiative (CFWI) area, an area with on-going impacts to water resources which are being addressed by the CFWI. If the District determines that adverse impacts to water resources or existing legal users are occurring or are projected to occur because of the Permittee's authorized withdrawals over the permit duration, the District, upon reasonable notice to the Permittee and including a statement of facts upon which the District based its determination, may modify quantities permitted or other conditions of the permit, as appropriate, to address the impact, but only after an opportunity for the Permittee to resolve or mitigate the impact or to request a hearing. Such modification, if any, will consider such factors as the Permittee's relative contribution to the water resource impact being addressed due to groundwater withdrawals, the timing of this permit issuance compared to presently existing legal use of water, and other considerations identified by the CFWI Solutions Planning and Regulatory Teams. Modifications may include mitigation of impacts and / or reconsideration of allocations or requirements to timely implement required actions that are consistent with the long-term, regional water supply solutions as implemented by rules. Such actions may include the development of alternative water supplies, the implementation of water resource and / or water supply development projects, the application of impact offsets or substitution credits, operating plans, heightened water conservation or other appropriate actions. Nothing in this condition is intended to abrogate the rights of the Governing Board or of any other person under Section 373.233, Florida Statute.(1025)
18. The Central Florida Water Initiative documented existing water resource environmental impacts within its boundaries. This Initiative remains underway and is, in part, crafting long-term water supply solutions for the region. As a component of immediate, interim measures the Permittee is encouraged

to participate in the District's on-going, heightened water conservation public education program. Given the Permittee's use class, opportunities may include such activities as participation in water conservation public service announcements, demonstrations of irrigation efficiency at community gardens, posting water conservation information or links on the Permittee's website. Please contact the Water Use Permit Bureau Chief at 813 985-7481, to discuss opportunities for participation in this important District effort.(1026)

19. The permittee is eligible for water conserving credits on May 1, 2030 through the submittal of a Letter Modification Application." The Permittee must be in compliance with all permit conditions and have submitted all appropriate seasonal and annual crop reporting forms to be eligible for the additional water conserving credits. The available water conserving credit quantity will be equal to twice the difference between the 5-in-10 and 2-in-10 irrigation requirements as determined by AGMOD.(1027)

40D-2
Exhibit A

WATER USE PERMIT STANDARD CONDITIONS

1. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, collect samples, take measurements, observe permitted and related facilities and collect and document any information deemed necessary to determine compliance with the approved plans, specifications and conditions of this permit. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
2. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
3. A District identification tag shall be prominently displayed at each withdrawal point that is required by the District to be metered or for which withdrawal quantities are required to be reported to the District, by permanently affixing the tag to the withdrawal facility.
4. The Permittee shall mitigate any adverse impact to environmental features or offsite land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Examples of adverse impacts include the following:
 - A. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - B. Damage to crops and other vegetation causing financial harm to the owner; and
 - C. Damage to the habitat of endangered or threatened species.
5. The Permittee shall mitigate any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District may require the Permittee to mitigate the impacts. Adverse impacts include:
 - A. A reduction in water levels which impairs the ability of a well to produce water;
 - B. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - C. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of an aquifer or water body.
6. Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40D-1.6105, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
7. All withdrawals authorized by this WUP shall be implemented as conditioned by this permit, including any documents submitted as part of the permit application incorporated by reference in a permit condition. This permit is subject to review and modification, enforcement action, or revocation, in whole or in part, pursuant to Section 373.136 or 373.243, F.S.
8. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
9. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below the applicable minimum water level established in Chapter 40D-8, F.A.C., or rates of flow in streams fall below the minimum levels established in Chapter 40D-8, F.A.C.
10. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.

11. A Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and Rule 40D-2.331, F.A.C., are applicable to permit modifications.
12. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.
13. The District may establish special regulations for Water-Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.
14. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
15. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that a statement in the application and in the supporting data are found to be untrue and inaccurate, the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing, pursuant to sections 373.136 or 373.243, F.S. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
16. Within the Southern Water Use Caution Area, if the District determines that significant water quantity or quality changes, impacts to existing legal uses, or adverse environmental impacts are occurring, the District, upon reasonable notice to the Permittee, including a statement of facts upon which the District based its determination, may reconsider the quantities permitted or other conditions of the permit as appropriate to address the change or impact, but only after an opportunity for the Permittee to resolve or mitigate the change or impact or to request a hearing.
17. All permits are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.

Exhibit B
Instructions

METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the tenth day of the following month for monthly reporting frequencies. For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the tenth day of the month following the sixth month of recorded data. The Permittee shall submit meter readings online using the Permit Information Center at www.swfwmd.state.fl.us/permits/epermitting/ or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

The meters shall adhere to the following descriptions and shall be installed or maintained as follows:

1. The meter(s) shall be non-resettable, totalizing flow meter(s) that have a totalizer of sufficient magnitude to retain total gallon data for a minimum of the three highest consecutive months permitted quantities. If other measuring device(s) are proposed, prior to installation, approval shall be obtained in writing from the Water Use Permit Bureau Chief.
2. The Permittee shall report non-use on all metered standby withdrawal facilities on the scanning form or approved alternative reporting method.
3. If a metered withdrawal facility is not used during any given month, the meter report shall be submitted to the District indicating the same meter reading as was submitted the previous month.
4. The flow meter(s) or other approved device(s) shall have and maintain an accuracy within five percent of the actual flow as installed.
5. Meter accuracy testing requirements:
 - A. For newly metered withdrawal points, the flow meter installation shall be designed for inline field access for meter accuracy testing.
 - B. The meter shall be tested for accuracy on-site, as installed according to the Flow Meter Accuracy Test Instructions in this Exhibit B, every five years in the assigned month for the county, beginning from the date of its installation for new meters or from the date of initial issuance of this permit containing the metering condition with an accuracy test requirement for existing meters.
 - C. The testing frequency will be decreased if the Permittee demonstrates to the satisfaction of the District that a longer period of time for testing is warranted.
 - D. The test will be accepted by the District only if performed by a person knowledgeable in the testing equipment used.
 - E. If the actual flow is found to be greater than 5% different from the measured flow, within 30 days, the Permittee shall have the meter re-calibrated, repaired, or replaced, whichever is necessary. Documentation of the test and a certificate of re-calibration, if applicable, shall be submitted within 30 days of each test or re-calibration.
6. The meter shall be installed according to the manufacturer's instructions for achieving accurate flow to the specifications above, or it shall be installed in a straight length of pipe where there is at least an upstream length equal to ten (10) times the outside pipe diameter and a downstream length equal to two (2) times the outside pipe diameter. Where there is not at least a length of ten diameters upstream available, flow straightening vanes shall be used in the upstream line.
7. Broken or malfunctioning meter:
 - A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.
 - B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.
 - C. If the meter is removed from the withdrawal point for any other reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.
8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted

by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.

- 9. In the event a new meter is installed to replace a broken meter, it and its installation shall meet the specifications of this condition. The permittee shall notify the District of the replacement with the first submittal of meter readings from the new meter.

FLOW METER ACCURACY TEST INSTRUCTIONS

- 1. **Accuracy Test Due Date** - The Permittee is to schedule their accuracy test according to the following schedule:

- A. For existing metered withdrawal points, add five years to the previous test year, and make the test in the month assigned to your county.
- B. For withdrawal points for which metering is added for the first time, the test is to be scheduled five years from the issue year in the month assigned to your county.
- C. For proposed withdrawal points, the test date is five years from the completion date of the withdrawal point in the month assigned to your county.
- D. For the Permittee's convenience, if there are multiple due-years for meter accuracy testing because of the timing of the installation and/or previous accuracy tests of meters, the Permittee can submit a request in writing to the Water Use Permit Bureau Chief for one specific year to be assigned as the due date year for meter testing. Permittees with many meters to test may also request the tests to be grouped into one year or spread out evenly over two to three years.
- E. The months for accuracy testing of meters are assigned by county. The Permittee is requested but not required to have their testing done in the month assigned to their county. This is to have sufficient District staff available for assistance.

January	Hillsborough
February	Manatee, Pasco
March	Polk (for odd numbered permits)*
April	Polk (for even numbered permits)*
May	Highlands
June	Hardee, Charlotte
July	None or Special Request
August	None or Special Request
September	Desoto, Sarasota
October	Citrus, Levy, Lake
November	Hernando, Sumter, Marion
December	Pinellas

* The permittee may request their multiple permits be tested in the same month.

- 2. **Accuracy Test Requirements:** The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:

- A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.
- B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or longer per test until consistent results are obtained.
- C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.
- D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.

- 3. **Accuracy Test Report:** The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:

- A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.101.00 (5/14) for each flow meter tested. This form can be obtained from the District's website (www.watermatters.org) under "ePermitting and Rules" for Water Use Permits.

- B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a printout;
- C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;
- D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.
- E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.
- F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items.

April Breton

Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This permit, issued under the provision of Chapter 373, Florida Statutes and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined above, and may require various activities to be performed by the Permittee as described in the permit, including the Special Conditions. The permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

Exhibit "C"

CONCURRENCY DEVELOPER'S AGREEMENT

THIS CONCURRENCY DEVELOPER'S AGREEMENT ("Agreement") is made this _____ day of _____, 2024 by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **DUNDEE RESERVE HOLDINGS, LLC**, an active Delaware limited liability company, authorized to do business in the State of Florida, the address of which is 36 Charming Way, Lakewood, New Jersey 08701 (the "Developer").

FACTUAL RECITALS

WHEREAS, Town is a Florida municipal corporation 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, Town is vested with governmental, corporate and proprietary powers to enable municipal governments to conduct and perform municipal functions and render municipal services, including the exercise of any power for municipal purposes; and

WHEREAS, the Developer is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number(s): 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, and 272826-000000-013010 which totals approximately 305 acres (the "Property"); and

WHEREAS, the Developer is pursuing residential development of the Property; and

WHEREAS, the Reserve at Dundee Lakes development (the "Development") which is located within the municipal boundaries of the Town is proposed to be developed on the Property; and

WHEREAS, the Public Supply Water Use Permit for the Town (the "Town WUP"), Water Use Permit No. 20005893.012, authorizes the withdrawal of 917,500 gallons per day; and

WHEREAS, pursuant to the Town WUP, the Town does not have the permitted capacity to necessary to support the potable water needs and/or demands for the Development; and

WHEREAS, Town and Developer acknowledge and agree that the Town is currently unable to provide allocable water capacity for the Development; and

WHEREAS, pursuant to applicable provisions of the Code of Ordinances of the Town of Dundee and Town of Dundee Land Development Code, the Town and Developer acknowledge and agree that the facilities and services needed to support the Development are not available; and

WHEREAS, Town and Developer acknowledge and agree that, pursuant to Section 7.02.03 of the Town Code, a development order and/or development permit will not be approved for the Development unless a satisfactory concurrency evaluation has been performed in accordance with Section 6.01.00 of the Town Code; and

WHEREAS, pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee

(the "Code"), the Town may require a developer/owner to enter into a developer's agreement which sets forth in detail the terms and conditions under which the Town will provide utility service to the subject real property; and

WHEREAS, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer's agreement may be required prior to approval(s) in order to provide for the necessary expansion of the Town's water treatment facilities to serve the Development; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC, the Town and Developer acknowledge and agree that any Town approval(s) will not create a reservation of potable water plant or network capacity, or a commitment to provide service; and

WHEREAS, Town and Developer acknowledge and agree that, on August 23, 2022, at a duly noticed public meeting of the Town of Dundee Town Commission, the Town Commission considered and approved the Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, And The Town of Dundee, Florida (the "Interconnect Agreement"); and

WHEREAS, the Town approved Ordinance No. 21-20 (the "Ordinance") which established a Planned Unit Development-Residential (PUD-R) on the Property (the "Project"), which permits Developer to construct up to an 865-unit single-family detached residential community, subject to the development requirements and special conditions contained within the Ordinance and the applicable local, state, and federal laws and regulations, a copy of the Ordinance is attached hereto and incorporated herein as **Exhibit "A"**;

WHEREAS, upon receipt of Certified Subdivision Plan ("CSP") approval, the Developer shall be authorized to proceed with dry-line construction of potable water lines to serve the Development;

WHEREAS, on August 29, 2024, at a duly noticed public meeting, the Town Commission approved an Amendment to Agreement Regarding the Extension of Certain Equivalent Residential Connections For Reserved Capacity in the Town of Dundee's Water Treatment Plant, renewing 306 water Equivalent Residential Connections (ERC Nos. 22-01 through 22-306) for a 24-month period beginning from July 25, 2024 through July 24, 2026, which ERCs are owned by the Developer;

WHEREAS, the Developer acknowledges and agrees that, upon completion of the dry-line construction and other required improvements for the Development, the Town may not be able to provide allocable water capacity for the Development; and

WHEREAS, Developer acknowledges, represents, and agrees that it accepts any and all of the risk(s) related to proceeding with the Development; and

WHEREAS, Town acknowledges and agrees that the Developer holds fee simple title to an agricultural well (the "Well"); and

WHEREAS, the Well has been issued a water use permit granted by the Southwest Florida Water Management District ("SWFWMD"), Water Use Permit No. 20004105.008 (the "Developer WUP"); and

WHEREAS, the Well provides irrigation water for agricultural uses on 305 acres of real

property which includes, but is not limited to, the Property; and

WHEREAS, Developer offered and agreed to cooperate with the Town and SWFWMD in transferring the Well and any capacity related thereto to the Town; and

WHEREAS, Town and Developer agree to enter into a Water Supply Allocation Agreement (the "Allocation Agreement") to facilitate the transfer the Well, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Well to the Town; and

WHEREAS, Town and Developer acknowledge and agree that, upon receiving a credit or increase to the Town's WUP from SWFWMD arising out of the transfer of the Developer WUP and/or closing of the Well, any increase or credit to the Town's WUP will be allocated to the Development on a pro-rata basis; and

WHEREAS, on November 8, 2022, the Town of Dundee Town Commission and Developer agreed that, as a condition precedent to its entering into this Agreement, Developer and its successors and permitted assigns indemnify and hold harmless the Town, its elected and appointed officials, employees and agents from any and all damages, claims, and/or other liabilities arising out of the Developer's construction of dry-lines, the Town's inability to provide allocable water capacity for the Development, and any subject covered by this Agreement; and

WHEREAS, Developer and its successors and assigns agree to indemnify and hold the Town, its elected and appointed officials, employees and agents harmless of and from any and all costs, expenses, damages, liability and claims (including reasonable attorneys' fees and costs) related to and/or arising out of this Agreement, the Allocation Agreement, and the transfer of the Well to the Town; and

WHEREAS, Developer acknowledges and agrees that any provision(s) set forth in this Agreement holding the Town, its elected and appointed officials, employees and agents harmless is intended to be as broad and inclusive as is permitted by the laws of the State of Florida; and

WHEREAS, Developer acknowledges, represents, and agrees that the Town's willingness to enter into this Agreement shall not be construed by the Developer and/or its successors and assigns as a waiver by the Town of applicable law; and

WHEREAS, Developer acknowledges, represents, and agrees that this Agreement is intended to and shall constitute a covenant running with the Property; and

WHEREAS, The parties acknowledge, represent and agree that the Town and Developer are not partners and/or joint venturers; and

WHEREAS, The parties agree that this Agreement shall be liberally construed in favor of the Town; and

WHEREAS, Town and Developer represent and agree that good and valuable consideration has been received by the parties for entering into this Agreement, and the Town and Developer acknowledge the sufficiency of the consideration received; and

WHEREAS, The Town Commission of the Town of Dundee finds that this Agreement between the Town and Developer to be in the best interests of the public health, safety, and

general welfare of the citizens and residents of the Town of Dundee.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

SECTION 1. RECITALS. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the entry into this Agreement between the Town and Developer.

SECTION 2. PURPOSE. The purpose of this Agreement is to acknowledge and memorialize that as of the Effective Date (as defined in 3.12 of this Agreement) of this Agreement, the Town (as defined in 3.2 of this Agreement) performed a concurrency evaluation and determined that it does not have the necessary public facilities and services needed to support the Development (as defined in 3.11 of this Agreement). This Agreement shall therefore establish the respective rights and obligations of the Town, Developer, and any successors-in-interest to the Town and Developer concerning the Development (as defined in 3.11 of this Agreement) and concurrency approval for same.

SECTION 3. DEFINITIONS. Term(s) used in this Agreement and/or any exhibits incorporated herein and made a part hereof shall possess the meanings, 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:

3.1 *"Applicable Law"* means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

3.2 *"Town"* means the Town of Dundee, Florida.

3.3 *"Dundee Representative"* means the Town Manager, or her/his designated appointee, who is authorized to act on behalf of the Town in the administration of this Agreement. The Dundee Representative does not have the authority to waive or modify any condition or term of this Agreement.

3.4 *"Developer"* means Dundee Reserve Holdings, LLC, an active Delaware limited liability company, authorized to transact business in the State of Florida, and any and all of the successors and permitted assigns of Dundee Reserve Holdings, LLC.

3.5 *"Developer Representative"* any agent, employee and/or person with either apparent authority to act on behalf of Developer or the written authorization of Developer to act on its behalf in the administration of this Agreement. The Developer Representative does not have the authority to waive or modify any condition or term of this Agreement.

3.6 “*Town Code*” means the Town of Dundee Code of Ordinances and Town of Dundee Land Development Code.

3.7 “*Day(s)*” means calendar day unless specifically stated otherwise.

3.8 “*Calendar Day(s)*” means all days in a 365-day calendar year.

3.9 “*Business Day(s)*” means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.

3.10 “*Town Commission*” means the duly elected Town of Dundee Town Commission and/or governing body of the Town of Dundee.

3.11 “*Development*” means the design, construction, paving, maintenance and improvements performed by the Developer for the Reserve at Dundee Lakes project which are the subject of this Agreement and located on, over, under and across the Property and related to and/or arising out of the Reserve at Dundee Lakes Subdivision.

3.12 “*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which the Town Commission, at a duly noticed public meeting, approves the Agreement.

3.13 “*Term*” means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in **SECTION 16** of this Agreement.

SECTION 4. OBLIGATIONS. The parties’ obligations pursuant to this Agreement are stated below:

4.1 Town Obligations.

4.1.1 Pursuant to the Town Code (as defined by 3.6 of this Agreement) and Applicable Law (as defined by 3.1 of this Agreement), the Development (as defined by 3.11 of this Agreement) shall be subject to development review by the Town; and, in accordance with the development regulations set forth by the Town Code and Applicable Law, upon the payment of the applicable and required fee(s) by or on behalf of the Developer, the Town agrees to review any and all requests for a development order and/or development or construction permit.

4.1.2 To the extent applicable, the Town shall negotiate and enter into a separate Water Supply Allocation Agreement (the “Allocation Agreement”) with the Developer (as defined by 3.4 of this Agreement).

4.1.3 The Town, upon entering into a separate Allocation Agreement with the Developer and receiving a credit or increase to the Public Supply Water Use Permit (No. 20005893.012) (the “Town WUP”) from SWFWMD arising out of the transfer of the Well and/or the Developer’s Water Use Permit (No. 20004105.008) (the “Developer WUP”), shall allocate

and assign any increase or credit to the Town's WUP will be allocated to the Development on a pro-rata basis.

4.2 Developer Obligations.

4.2.1 Pursuant to the Town Code and Applicable Law (as defined by 3.1 of this Agreement), the Developer (as defined by 3.4 of this Agreement) shall apply for and obtain any and all required development orders, development permits and/or development approvals for the Development (as defined by 3.11 of this Agreement).

4.2.2 Pursuant to Section(s) 54-5 and 6.01.07.04 of the Town Code, any new development or improvement located on any parcel of land within the municipal boundaries of the Town or within the Town's water and wastewater service area, shall be required to connect to the Town's water and wastewater system at the time of development.

4.2.3 If mutually determined by the Town and Developer to be applicable, the Developer (as defined by 3.4 of this Agreement) shall negotiate and enter into a separate Allocation Agreement with the Town; and, by entering into the Allocation Agreement, the Developer shall facilitate the transfer the Well, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Well to the Town.

4.2.4 Developer (as defined by 3.4 of this Agreement) releases, acquits and forever discharges the Town, its elected and appointed officials, employees, and agents of and from any and all known or unknown claims, causes of action, suits, debts, dues, sums of money, damages, judgments, and demands whatsoever, in law or in equity, which Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents by reason of any matter, cause or thing, from the beginning of the world until the date on which this Agreement is terminated and/or expires, which are specifically arising out of the Development. This Release includes, but is not limited to, any case, lien, suit and/or cause of action, including reasonable attorney's fees both trial and appellate, and all other claims Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents whether arising out of tort, contract, equity, constitution, statute, or other theory of recovery, and whether for compensatory, punitive damages, or for equitable relief which Developer now has, or which may hereafter accrue or otherwise be acquired on account of or in any way growing out of, or which is the subject of the provisions set forth by this Agreement and specifically arising out of the Development. For purposes of this Agreement, this section shall not be applicable to any reserved capacity arising out of or relating to the 306 water Equivalent Residential Connections as referenced herein (ERC Nos. 22-01 through 22-306).

4.2.5 This Agreement shall be binding on Developer, its successors in interest, and permitted assigns.

4.2.6 The obligations of the Developer shall survive the termination of this Agreement.

SECTION 5. DEVELOPER'S ACKNOWLEDGMENT OF RISK.

5.1 The Developer acknowledges that as of the Effective Date (as defined by 3.12 of this Agreement) the facilities and services needed to support the Development (as defined by 3.11 of this Agreement) are not available concurrently with the impacts of the Development.

5.2 The Developer acknowledges, accepts, and assumes the risk(s) arising out of the Developer proceeding with the Development and installation of “dry-lines;” and, by entering into this Agreement, the Town does not guarantee the availability of allocable potable water capacity for the Development.

SECTION 6. FURTHER ASSURANCES. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

SECTION 7. BINDING EFFECT. Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and applicable successors, representatives, heirs, permitted assigns, employees, officers, directors, superintendents, administrators, shareholders and agents. As such, the parties agree that this Agreement shall be binding upon and inure to any and all successors-in-interest to the parties hereto. The parties further acknowledge and agree that, in the event this Agreement omits and/or does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development (as defined by 3.11 of this Agreement), such omission shall not relieve the parties hereto or any successor-in-interest of the obligation to comply with Applicable Law (as defined by 3.1 of this Agreement).

SECTION 8. MERGER. This Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein. This Agreement supersedes all prior agreements and development orders pertaining to the subjects covered and/or described herein.

SECTION 9. NO EFFECT ON CODE VIOLATIONS; NO CONTRACT ZONING. This Agreement shall not be interpreted to condone, authorize or permit any violation of the Town Code or Applicable Law (as defined by 3.1 of this Agreement). Further, this Agreement shall not be construed as the Town’s authorization or acceptance of the status of the present existing structures or uses on the Property, nor shall it be construed as an attempt to contractually zone the Property.

SECTION 10. TOWN’S POLICE POWERS. The Developer (as defined by 3.4 of this Agreement) acknowledges and understands that the Town (as defined by 3.2 of this Agreement) is prohibited from engaging in “Contract Zoning” or the bartering away of its legislative prerogative. While the Town will cooperate with Developer as set forth herein, this Agreement does not constitute an approval that would require the exercise of Town’s legislative and/or quasi-judicial authority. Provided further, nothing in this Agreement shall serve to affect or limit Town’s police powers in the exercise of zoning decisions or other governmental action associated with the Development or any development order associated therewith. As such, this Agreement shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

SECTION 11. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Town (as defined by 3.2 of this Agreement) and Developer (as defined by 3.4 of this Agreement) shall be governed by Florida law. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

SECTION 12. NOTICES. All notices, demands, requests, consents, approvals, and other communications (collectively referred to as the "Notice"), required or permitted to be given hereunder shall be in writing and sent by either: (i) registered or certified mail, postage prepaid, return receipt requested; or, (ii) special delivery service (e.g. Federal Express, DHL, UPS, etc.); addressed to the party to be so notified as follows:

TOWN: TOWN OF DUNDEE
Attn: Tandra Davis, Town Manager
PO Box 1000
105 Center Street
Dundee, FL 33838-1000
Attention: Town Manager

With a copy to (which shall not constitute notice):

Frederick J. Murphy, Jr.
Town Attorney, Town of Dundee
PO Drawer 30
245 South Central Avenue
Bartow, FL 33830

DEVELOPER: Dundee Reserve Holdings, LLC
36 Charming Way
Lakewood, NJ 08701

With a copy to (which shall not constitute notice):

Peterson & Myers, PA
Attention: Shelton T. Rice
225 E. Lemon St., Suite 300
Lakeland, FL 33801

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notice(s), or that the address for the delivery of such notice(s) has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or facsimile number shall be effective.

SECTION 13. MISCELLANEOUS PROVISIONS.

13.1 **Exhibits.** All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

13.2 **Headings.** The heading(s) preceding the several section(s), paragraph(s) and article(s) hereof are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

13.3 **Gender Neutral.** For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

13.4 **Calculation of Time.** The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date (as defined by 3.12 of this Agreement). For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day which the Town is open for business to the public.

13.5 **Neutral Interpretation.** Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.

13.6 **Modification.** This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by the parties hereto and approved by the Town's governing body. No oral modifications will be effective or binding on either the Town or Developer regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, the parties agree to modify and/or amend this Agreement, to the extent necessary, in order for the parties to perform the obligations set forth herein.

13.7 **Construction.** The parties acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in strict accordance with the terms, covenants and conditions set forth herein.

13.8 **Successors and Assigns.** All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

13.9 **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Town (as defined by 3.2 of this Agreement) and Developer (as defined by 3.4 of this Agreement) and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party.

13.10 **Authorization.** The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

13.11 **Representations and Warranties.** Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein.

13.12 **Compliance with Applicable Law.** The Developer (as defined by 3.4 of this Agreement) shall comply with Applicable Law (as defined by 3.1 of this Agreement) in performing the obligations and requirements set forth by the Agreement.

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

13.14 **No Waiver.** Failure of the Town to enforce any right hereunder shall not be deemed a waiver of such right. The inaction or failure of the Town to address and/or remedy any breach of the covenants, conditions, and/or provisions of this Agreement shall not constitute a waiver of such Town's rights hereunder with respect to such action, non-action, and/or default. No covenant, condition or provision of this Agreement can be waived, except with the written consent of both the Town and Developer. Any such waiver, in one instance, shall not constitute a waiver of a subsequent default or for any other past, present or future default, unless the waiver expressly and specifically states and/or identifies such default.

13.15. **Time is of the Essence.** Time is of the essence for all of the provisions, conditions, and terms of this Agreement.

SECTION 14. PUBLIC RECORDS. The Developer covenants and agrees to:

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

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

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

14.4 Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of the Developer or keep and maintain public records required by the Town to perform the service. If the Developer transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the

Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

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

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

SECTION 15. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to act as a waiver of the Town's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Agreement.

SECTION 16. TERMINATION AND REMEDIES.

16.1 This Agreement shall remain in effect until the completion of the Development (as defined by 3.11 of this Agreement); and, on or before the effective date of the termination of this Agreement, the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement shall be required to be in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code (as defined by 3.6 of this Agreement). In the event the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement are not in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code, the Town may, at its option, seek any remedy available at law or in equity and/or perform the necessary work and thereafter render an invoice for services to Developer for reimbursement.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 17. ENFORCEMENT COSTS. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and/or appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

SECTION 18. JURY TRIAL. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR

PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

SECTION 19. DUTY TO COOPERATE 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.

SECTION 20. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

SECTION 21. STATE LAW COMPLIANCE. The following provisions are included to comply with Florida State Statutes:

- (a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing and/or entering into the Agreements, DEVELOPER certifies that it does not and did not at any time since the submission of a response to the TOWN'S initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. DEVELOPER understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate the Agreements at the TOWN'S option if the DEVELOPER is found to have submitted a false certification.
- (b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime

may not submit a proposal and/or bid on a contract to provide any goods or services to a public entity, may not submit a proposal and/or bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By executing the Agreements, DEVELOPER certifies that it is not on the convicted vendor list.

- (c) ***Drug-Free Workplace.*** By executing the Agreement(s), DEVELOPER certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
- (d) ***E-Verify.*** By entering into the Agreement(s), DEVELOPER becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the DEVELOPER and any subcontractor hired by the DEVELOPER. If the DEVELOPER enters into a contract with a subcontractor, the subcontractor must provide the DEVELOPER with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Agreement(s), or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) Calendar Days after the date of termination. If the Agreement(s) are terminated for a violation of the statute by the DEVELOPER, the DEVELOPER may not be awarded a public contract for a period of one (1) year after the date of termination.
- (e) ***No Consideration of Social, Political, and Ideological Interests.*** DEVELOPER acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective vendor and/or contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. DEVELOPER affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the DEVELOPER'S social, political, or ideological interests in negotiating, awarding, and/or entering into the Agreement(s).
- (f) ***Contracting with Foreign Entities.*** By executing the Agreement(s), DEVELOPER certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, DEVELOPER certifies that no government of a Foreign Country of Concern has a "controlling interest" in DEVELOPER as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the DEVELOPER organized under the laws of a Foreign Country of Concern, nor does the

DEVELOPER have its principal place of business located in a Foreign Country of Concern. If the Agreement(s) permit the DEVELOPER to access the personal identifying information of any individual, DEVELOPER agrees to notify the TOWN in advance of any contemplated transaction that would cause DEVELOPER to be disqualified from such access under Section 287.138 of the Florida Statutes. DEVELOPER agrees to furnish the TOWN with an affidavit signed by an officer or representative of the DEVELOPER under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

SECTION 22. RECORDATION. This Agreement shall constitute a covenant running with the Property and be recorded in the Public Records of Polk County, Florida.

The rest of this page left intentionally blank; signatures follow

Executed by the parties on the date shown adjacent thereto:

Developer:

**Dundee Reserve Holdings, LLC,
a Delaware limited liability company**

By: [Signature]
Moishe Goldshmidt, as its Manager

[Signature] Gamaliel Rodriguez
Witness

[Signature] Rajesh Kanani, 8/27/24
Witness Date

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 27 day of August 2024, by Moishe Goldshmidt, as Manager of Dundee Reserve Holdings, LLC, a Delaware limited liability company, on its behalf, who is personally known to me or who has produced DL 24911070 as identification.

[Signature]
Notary Public, State of Florida
Printed Name: Gamaliel Rodriguez
My commission expires: July 17, 2028



GAMALIEL RODRIGUEZ
Commission # HH 572461
Expires July 17, 2028

Town of Dundee:

TOWN OF DUNDEE

By: _____
Sam Pennant, Town Mayor

ATTEST:

Trevor Douthat, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney

ORDINANCE NO. 21-20

AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM MODERATE-DENSITY SINGLE-FAMILY RESIDENTIAL (RSF-2) AND LAKE TO PLANNED UNIT DEVELOPMENT-RESIDENTIAL (PUD-R) ON APPROXIMATELY 305 ACRES OF LAND, LOCATED NORTH AND SOUTH OF LAKE MARIE DRIVE WEST OF H. L. SMITH ROAD, FURTHER DESCRIBED AS PARCELS: 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, AND 272826-000000-013010; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Wheeler Farms, Inc., an active Florida corporation (the "Applicant") requests a change of zoning from Moderate Density Single Family Residential (RSF-2) and lake to Planned Unit Development-Residential on approximately 305 acres of land located at the northeast corner of the intersection of Lemon Avenue and Bay Street; and

WHEREAS, the Planned Unit Development Process (updated through Ordinance 13-09) establishes five Planned Unit Development Districts, including Planned Unit Development-Residential (PUD-R); and

WHEREAS, there has been a request for approval of amendment of a Master Development Plan for a Planned Unit Development (PUD) known as the Reserve at Dundee Lakes; and

WHEREAS, the request is consistent with the Future Land Use Element of the Dundee Comprehensive Plan; and

WHEREAS, the real property which is the subject of this Ordinance constitutes less than five percent (5%) of the municipally zoned area of the Town; and

WHEREAS, on August 19, 2021, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting considered the Applicant's request for rezoning as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on August 19, 2021, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

ORDINANCE NO. 21-20

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WHEREAS, on August 19, 2021, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town's Planning and Zoning Board voted to recommend approval of the Applicant's request for the rezoning as set forth in this Ordinance to the Town Commission; and

WHEREAS, as a result of this Ordinance being initiated by the Applicant (not the municipality), the Town Commission of the Town of Dundee held duly noticed public hearings regarding the parcel shown on Exhibit "A" in accordance with Section 166.041 (3), Florida Statutes, to provide the public an opportunity to be heard, obtain public comment, and receive and consider all written and oral testimony presented during such public hearings, including supporting documentation; and

WHEREAS, in exercise of its authority, the Town Commission of the Town of Dundee has determined it necessary to amend the Official Zoning Map to change the Town zoning classifications assigned to this property, adopt the Master Development Plan and associated conditions.

NOW, THEREFORE, be it enacted by the Town Commission of the Town of Dundee, Florida:

Section 1. The official zoning map of the Town of Dundee is amended so as to change the Town zoning classifications from Moderate-Density Single-Family Residential (RSF-2) and lake to Planned Unit Development-Residential (PUD-R) on approximately 305 acres of land, located north and south of Lake Marie Drive west of H. L. Smith Road, further described as parcels: 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, and 272826-000000-013010, as shown in Exhibit "A".

Section 2. All property located within the Reserve at Dundee Lakes PUD property is hereby zoned Planned Unit Development-Residential (PUD-R) Zoning District and the provisions of the Land Development Code, and special conditions attached hereto shall govern further public review and development of the property within this District.

Section 3. The Master Development Plan (MDP) for this Planned Unit Development attached hereto as Exhibit "B" is approved in accordance with Article 7.09.03 of the Unified Land Development Code of the Town of Dundee for the total property known as the Reserve at Dundee Lakes PUD, including development requirements attached hereto as Exhibit "C" and additional special conditions attached hereto as Exhibit "D" and made a part hereof.

Section 4. Severability. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect.

ORDINANCE NO. 21-20

Page 3

Section 5. Repealing. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Codification. This Ordinance shall not be codified in the Code of Ordinances of the Town of Dundee, Florida. A certified copy of this enacting ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.


Section 7. Administrative Correction of Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 8. Effective Date. The effective date of this ordinance shall be immediately upon passage on second reading.

INTRODUCED on first reading this 14th day of September, 2021.

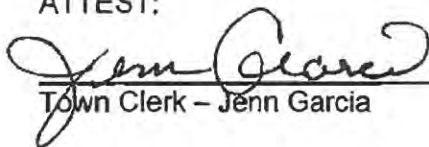
PASSED on second reading this 28th day of September, 2021.

TOWN OF DUNDEE, FLORIDA



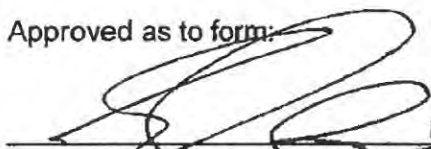
Mayor- Sam Pennant

ATTEST:



Town Clerk - Jenn Garcia

Approved as to form:

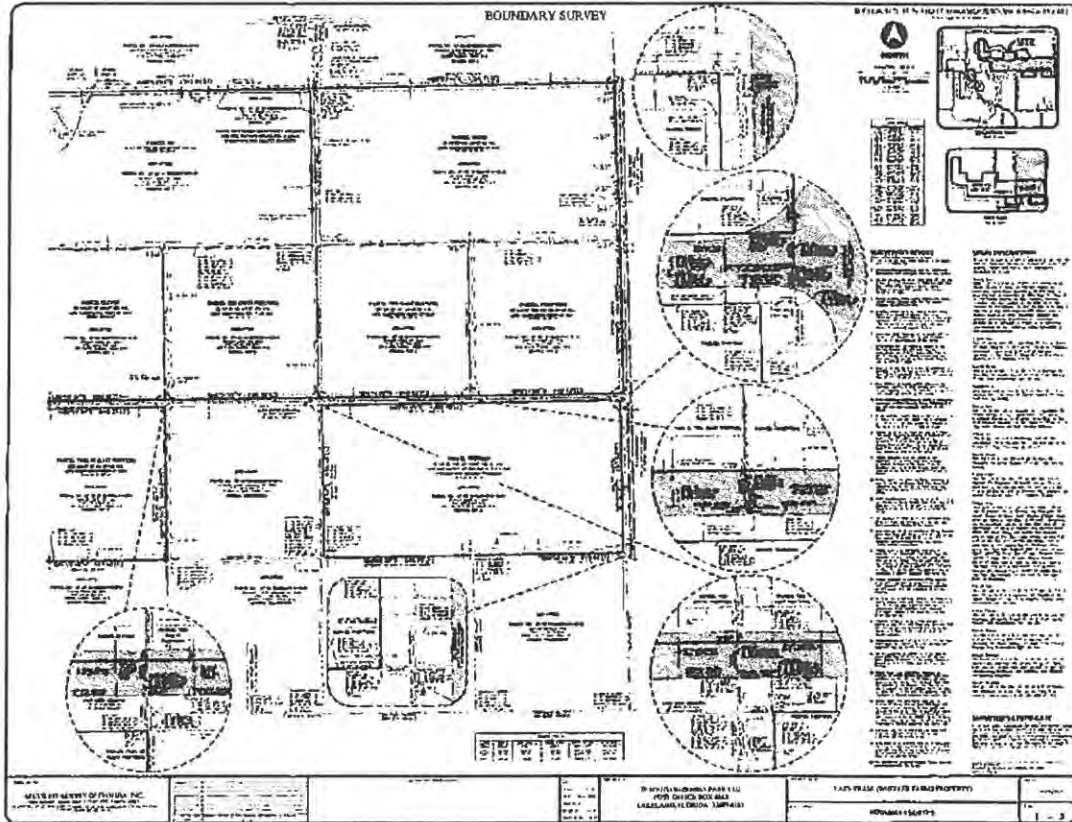


Town Attorney - Frederick J. Murphy, Jr.

ORDINANCE NO. 21-20
Page 4

Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 1 of 4

The parcel described below and illustrated on the map on the following three pages.



INSTR # 2024211054
BK 13263 Pgs 1019-1045 PG(s)27
09/12/2024 09:35:37 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 231.00

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, FL 33831

CONCURRENCY DEVELOPER'S AGREEMENT

THIS CONCURRENCY DEVELOPER'S AGREEMENT ("Agreement") is made this 10th day of September, 2024 by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **DUNDEE RESERVE HOLDINGS, LLC**, an active Delaware limited liability company, authorized to do business in the State of Florida, the address of which is 36 Charming Way, Lakewood, New Jersey 08701 (the "Developer").

FACTUAL RECITALS

WHEREAS, Town is a Florida municipal corporation 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, Town is vested with governmental, corporate and proprietary powers to enable municipal governments to conduct and perform municipal functions and render municipal services, including the exercise of any power for municipal purposes; and

WHEREAS, the Developer is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number(s): 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, and 272826-000000-013010 which totals approximately 305 acres (the "Property"); and

WHEREAS, the Developer is pursuing residential development of the Property; and

WHEREAS, the Reserve at Dundee Lakes development (the "Development") which is located within the municipal boundaries of the Town is proposed to be developed on the Property; and

WHEREAS, the Public Supply Water Use Permit for the Town (the "Town WUP"), Water Use Permit No. 20005893.012, authorizes the withdrawal of 917,500 gallons per day; and

WHEREAS, pursuant to the Town WUP, the Town does not have the permitted capacity to necessary to support the potable water needs and/or demands for the Development; and

WHEREAS, Town and Developer acknowledge and agree that the Town is currently unable to provide allocable water capacity for the Development; and

WHEREAS, pursuant to applicable provisions of the Code of Ordinances of the Town of Dundee and Town of Dundee Land Development Code, the Town and Developer acknowledge and agree that the facilities and services needed to support the Development are not available; and

WHEREAS, Town and Developer acknowledge and agree that, pursuant to Section 7.02.03 of the Town Code, a development order and/or development permit will not be approved for the Development unless a satisfactory concurrency evaluation has been performed in accordance with Section 6.01.00 of the Town Code; and

WHEREAS, pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee

(the “Code”), the Town may require a developer/owner to enter into a developer’s agreement which sets forth in detail the terms and conditions under which the Town will provide utility service to the subject real property; and

WHEREAS, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer’s agreement may be required prior to approval(s) in order to provide for the necessary expansion of the Town’s water treatment facilities to serve the Development; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC, the Town and Developer acknowledge and agree that any Town approval(s) will not create a reservation of potable water plant or network capacity, or a commitment to provide service; and

WHEREAS, Town and Developer acknowledge and agree that, on August 23, 2022, at a duly noticed public meeting of the Town of Dundee Town Commission, the Town Commission considered and approved the Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, And The Town of Dundee, Florida (the “Interconnect Agreement”); and

WHEREAS, the Town approved Ordinance No. 21-20 (the “Ordinance”) which established a Planned Unit Development-Residential (PUD-R) on the Property (the “Project”), which permits Developer to construct up to an 865-unit single-family detached residential community, subject to the development requirements and special conditions contained within the Ordinance and the applicable local, state, and federal laws and regulations, a copy of the Ordinance is attached hereto and incorporated herein as **Exhibit “A”**;

WHEREAS, upon receipt of Certified Subdivision Plan (“CSP”) approval, the Developer shall be authorized to proceed with dry-line construction of potable water lines to serve the Development;

WHEREAS, on August 29, 2024, at a duly noticed public meeting, the Town Commission approved an Amendment to Agreement Regarding the Extension of Certain Equivalent Residential Connections For Reserved Capacity in the Town of Dundee’s Water Treatment Plant, renewing 306 water Equivalent Residential Connections (ERC Nos. 22-01 through 22-306) for a 24-month period beginning from July 25, 2024 through July 24, 2026, which ERCs are owned by the Developer;

WHEREAS, the Developer acknowledges and agrees that, upon completion of the dry-line construction and other required improvements for the Development, the Town may not be able to provide allocable water capacity for the Development; and

WHEREAS, Developer acknowledges, represents, and agrees that it accepts any and all of the risk(s) related to proceeding with the Development; and

WHEREAS, Town acknowledges and agrees that the Developer holds fee simple title to an agricultural well (the “Well”); and

WHEREAS, the Well has been issued a water use permit granted by the Southwest Florida Water Management District (“SWFWMD”), Water Use Permit No. 20004105.008 (the “Developer WUP”); and

WHEREAS, the Well provides irrigation water for agricultural uses on 305 acres of real

property which includes, but is not limited to, the Property; and

WHEREAS, Developer offered and agreed to cooperate with the Town and SWFWMD in transferring the Well and any capacity related thereto to the Town; and

WHEREAS, Town and Developer agree to enter into a Water Supply Allocation Agreement (the "Allocation Agreement") to facilitate the transfer the Well, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Well to the Town; and

WHEREAS, Town and Developer acknowledge and agree that, upon receiving a credit or increase to the Town's WUP from SWFWMD arising out of the transfer of the Developer WUP and/or closing of the Well, any increase or credit to the Town's WUP will be allocated to the Development on a pro-rata basis; and

WHEREAS, on November 8, 2022, the Town of Dundee Town Commission and Developer agreed that, as a condition precedent to its entering into this Agreement, Developer and its successors and permitted assigns indemnify and hold harmless the Town, its elected and appointed officials, employees and agents from any and all damages, claims, and/or other liabilities arising out of the Developer's construction of dry-lines, the Town's inability to provide allocable water capacity for the Development, and any subject covered by this Agreement; and

WHEREAS, Developer and its successors and assigns agree to indemnify and hold the Town, its elected and appointed officials, employees and agents harmless of and from any and all costs, expenses, damages, liability and claims (including reasonable attorneys' fees and costs) related to and/or arising out of this Agreement, the Allocation Agreement, and the transfer of the Well to the Town; and

WHEREAS, Developer acknowledges and agrees that any provision(s) set forth in this Agreement holding the Town, its elected and appointed officials, employees and agents harmless is intended to be as broad and inclusive as is permitted by the laws of the State of Florida; and

WHEREAS, Developer acknowledges, represents, and agrees that the Town's willingness to enter into this Agreement shall not be construed by the Developer and/or its successors and assigns as a waiver by the Town of applicable law; and

WHEREAS, Developer acknowledges, represents, and agrees that this Agreement is intended to and shall constitute a covenant running with the Property; and

WHEREAS, The parties acknowledge, represent and agree that the Town and Developer are not partners and/or joint venturers; and

WHEREAS, The parties agree that this Agreement shall be liberally construed in favor of the Town; and

WHEREAS, Town and Developer represent and agree that good and valuable consideration has been received by the parties for entering into this Agreement, and the Town and Developer acknowledge the sufficiency of the consideration received; and

WHEREAS, The Town Commission of the Town of Dundee finds that this Agreement between the Town and Developer to be in the best interests of the public health, safety, and

general welfare of the citizens and residents of the Town of Dundee.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

SECTION 1. RECITALS. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the entry into this Agreement between the Town and Developer.

SECTION 2. PURPOSE. The purpose of this Agreement is to acknowledge and memorialize that as of the Effective Date (as defined in 3.12 of this Agreement) of this Agreement, the Town (as defined in 3.2 of this Agreement) performed a concurrency evaluation and determined that it does not have the necessary public facilities and services needed to support the Development (as defined in 3.11 of this Agreement). This Agreement shall therefore establish the respective rights and obligations of the Town, Developer, and any successors-in-interest to the Town and Developer concerning the Development (as defined in 3.11 of this Agreement) and concurrency approval for same.

SECTION 3. DEFINITIONS. Term(s) used in this Agreement and/or any exhibits incorporated herein and made a part hereof shall possess the meanings, 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:

3.1 “*Applicable Law*” means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

3.2 “*Town*” means the Town of Dundee, Florida.

3.3 “*Dundee Representative*” means the Town Manager, or her/his designated appointee, who is authorized to act on behalf of the Town in the administration of this Agreement. The Dundee Representative does not have the authority to waive or modify any condition or term of this Agreement.

3.4 “*Developer*” means Dundee Reserve Holdings, LLC, an active Delaware limited liability company, authorized to transact business in the State of Florida, and any and all of the successors and permitted assigns of Dundee Reserve Holdings, LLC.

3.5 “*Developer Representative*” any agent, employee and/or person with either apparent authority to act on behalf of Developer or the written authorization of Developer to act on its behalf in the administration of this Agreement. The Developer Representative does not have the authority to waive or modify any condition or term of this Agreement.

3.6 “*Town Code*” means the Town of Dundee Code of Ordinances and Town of Dundee Land Development Code.

3.7 “*Day(s)*” means calendar day unless specifically stated otherwise.

3.8 “*Calendar Day(s)*” means all days in a 365-day calendar year.

3.9 “*Business Day(s)*” means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.

3.10 “*Town Commission*” means the duly elected Town of Dundee Town Commission and/or governing body of the Town of Dundee.

3.11 “*Development*” means the design, construction, paving, maintenance and improvements performed by the Developer for the Reserve at Dundee Lakes project which are the subject of this Agreement and located on, over, under and across the Property and related to and/or arising out of the Reserve at Dundee Lakes Subdivision.

3.12 “*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which the Town Commission, at a duly noticed public meeting, approves the Agreement.

3.13 “*Term*” means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in **SECTION 16** of this Agreement.

SECTION 4. OBLIGATIONS. The parties’ obligations pursuant to this Agreement are stated below:

4.1 Town Obligations.

4.1.1 Pursuant to the Town Code (as defined by 3.6 of this Agreement) and Applicable Law (as defined by 3.1 of this Agreement), the Development (as defined by 3.11 of this Agreement) shall be subject to development review by the Town; and, in accordance with the development regulations set forth by the Town Code and Applicable Law, upon the payment of the applicable and required fee(s) by or on behalf of the Developer, the Town agrees to review any and all requests for a development order and/or development or construction permit.

4.1.2 To the extent applicable, the Town shall negotiate and enter into a separate Water Supply Allocation Agreement (the “Allocation Agreement”) with the Developer (as defined by 3.4 of this Agreement).

4.1.3 The Town, upon entering into a separate Allocation Agreement with the Developer and receiving a credit or increase to the Public Supply Water Use Permit (No. 20005893.012) (the “Town WUP”) from SWFWMD arising out of the transfer of the Well and/or the Developer’s Water Use Permit (No. 20004105.008) (the “Developer WUP”), shall allocate

and assign any increase or credit to the Town's WUP will be allocated to the Development on a pro-rata basis.

4.2 Developer Obligations.

4.2.1 Pursuant to the Town Code and Applicable Law (as defined by 3.1 of this Agreement), the Developer (as defined by 3.4 of this Agreement) shall apply for and obtain any and all required development orders, development permits and/or development approvals for the Development (as defined by 3.11 of this Agreement).

4.2.2 Pursuant to Section(s) 54-5 and 6.01.07.04 of the Town Code, any new development or improvement located on any parcel of land within the municipal boundaries of the Town or within the Town's water and wastewater service area, shall be required to connect to the Town's water and wastewater system at the time of development.

4.2.3 If mutually determined by the Town and Developer to be applicable, the Developer (as defined by 3.4 of this Agreement) shall negotiate and enter into a separate Allocation Agreement with the Town; and, by entering into the Allocation Agreement, the Developer shall facilitate the transfer the Well, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Well to the Town.

4.2.4 Developer (as defined by 3.4 of this Agreement) releases, acquits and forever discharges the Town, its elected and appointed officials, employees, and agents of and from any and all known or unknown claims, causes of action, suits, debts, dues, sums of money, damages, judgments, and demands whatsoever, in law or in equity, which Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents by reason of any matter, cause or thing, from the beginning of the world until the date on which this Agreement is terminated and/or expires, which are specifically arising out of the Development. This Release includes, but is not limited to, any case, lien, suit and/or cause of action, including reasonable attorney's fees both trial and appellate, and all other claims Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents whether arising out of tort, contract, equity, constitution, statute, or other theory of recovery, and whether for compensatory, punitive damages, or for equitable relief which Developer now has, or which may hereafter accrue or otherwise be acquired on account of or in any way growing out of, or which is the subject of the provisions set forth by this Agreement and specifically arising out of the Development. For purposes of this Agreement, this section shall not be applicable to any reserved capacity arising out of or relating to the 306 water Equivalent Residential Connections as referenced herein (ERC Nos. 22-01 through 22-306).

4.2.5 This Agreement shall be binding on Developer, its successors in interest, and permitted assigns.

4.2.6 The obligations of the Developer shall survive the termination of this Agreement.

SECTION 5. DEVELOPER'S ACKNOWLEDGMENT OF RISK.

5.1 The Developer acknowledges that as of the Effective Date (as defined by 3.12 of this Agreement) the facilities and services needed to support the Development (as defined by 3.11 of this Agreement) are not available concurrently with the impacts of the Development.

5.2 The Developer acknowledges, accepts, and assumes the risk(s) arising out of the Developer proceeding with the Development and installation of “dry-lines;” and, by entering into this Agreement, the Town does not guarantee the availability of allocable potable water capacity for the Development.

SECTION 6. FURTHER ASSURANCES. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

SECTION 7. BINDING EFFECT. Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and applicable successors, representatives, heirs, permitted assigns, employees, officers, directors, superintendents, administrators, shareholders and agents. As such, the parties agree that this Agreement shall be binding upon and inure to any and all successors-in-interest to the parties hereto. The parties further acknowledge and agree that, in the event this Agreement omits and/or does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development (as defined by 3.11 of this Agreement), such omission shall not relieve the parties hereto or any successor-in-interest of the obligation to comply with Applicable Law (as defined by 3.1 of this Agreement).

SECTION 8. MERGER. This Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein. This Agreement supersedes all prior agreements and development orders pertaining to the subjects covered and/or described herein.

SECTION 9. NO EFFECT ON CODE VIOLATIONS; NO CONTRACT ZONING. This Agreement shall not be interpreted to condone, authorize or permit any violation of the Town Code or Applicable Law (as defined by 3.1 of this Agreement). Further, this Agreement shall not be construed as the Town’s authorization or acceptance of the status of the present existing structures or uses on the Property, nor shall it be construed as an attempt to contractually zone the Property.

SECTION 10. TOWN’S POLICE POWERS. The Developer (as defined by 3.4 of this Agreement) acknowledges and understands that the Town (as defined by 3.2 of this Agreement) is prohibited from engaging in “Contract Zoning” or the bartering away of its legislative prerogative. While the Town will cooperate with Developer as set forth herein, this Agreement does not constitute an approval that would require the exercise of Town’s legislative and/or quasi-judicial authority. Provided further, nothing in this Agreement shall serve to affect or limit Town’s police powers in the exercise of zoning decisions or other governmental action associated with the Development or any development order associated therewith. As such, this Agreement shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

SECTION 11. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Town (as defined by 3.2 of this Agreement) and Developer (as defined by 3.4 of this Agreement) shall be governed by Florida law. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

SECTION 12. NOTICES. All notices, demands, requests, consents, approvals, and other communications (collectively referred to as the "Notice"), required or permitted to be given hereunder shall be in writing and sent by either: (i) registered or certified mail, postage prepaid, return receipt requested; or, (ii) special delivery service (e.g. Federal Express, DHL, UPS, etc.); addressed to the party to be so notified as follows:

TOWN: TOWN OF DUNDEE
Attn: Tandra Davis, Town Manager
PO Box 1000
105 Center Street
Dundee, FL 33838-1000
Attention: Town Manager

With a copy to (which shall *not* constitute notice):

Frederick J. Murphy, Jr.
Town Attorney, Town of Dundee
PO Drawer 30
245 South Central Avenue
Bartow, FL 33830

DEVELOPER: Dundee Reserve Holdings, LLC
36 Charming Way
Lakewood, NJ 08701

With a copy to (which shall not constitute notice):

Peterson & Myers, PA
Attention: Shelton T. Rice
225 E. Lemon St., Suite 300
Lakeland, FL 33801

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notice(s), or that the address for the delivery of such notice(s) has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or facsimile number shall be effective.

SECTION 13. MISCELLANEOUS PROVISIONS.

13.1 **Exhibits.** All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

13.2 **Headings.** The heading(s) preceding the several section(s), paragraph(s) and article(s) hereof are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

13.3 **Gender Neutral.** For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

13.4 **Calculation of Time.** The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date (as defined by 3.12 of this Agreement). For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day which the Town is open for business to the public.

13.5 **Neutral Interpretation.** Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.

13.6 **Modification.** This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by the parties hereto and approved by the Town's governing body. No oral modifications will be effective or binding on either the Town or Developer regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, the parties agree to modify and/or amend this Agreement, to the extent necessary, in order for the parties to perform the obligations set forth herein.

13.7 **Construction.** The parties acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in strict accordance with the terms, covenants and conditions set forth herein.

13.8 **Successors and Assigns.** All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

13.9 **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Town (as defined by 3.2 of this Agreement) and Developer (as defined by 3.4 of this Agreement) and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party.

13.10 **Authorization.** The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

13.11 **Representations and Warranties.** Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein.

13.12 **Compliance with Applicable Law.** The Developer (as defined by 3.4 of this Agreement) shall comply with Applicable Law (as defined by 3.1 of this Agreement) in performing the obligations and requirements set forth by the Agreement.

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

13.14 **No Waiver.** Failure of the Town to enforce any right hereunder shall not be deemed a waiver of such right. The inaction or failure of the Town to address and/or remedy any breach of the covenants, conditions, and/or provisions of this Agreement shall not constitute a waiver of such Town's rights hereunder with respect to such action, non-action, and/or default. No covenant, condition or provision of this Agreement can be waived, except with the written consent of both the Town and Developer. Any such waiver, in one instance, shall not constitute a waiver of a subsequent default or for any other past, present or future default, unless the waiver expressly and specifically states and/or identifies such default.

13.15. **Time is of the Essence.** Time is of the essence for all of the provisions, conditions, and terms of this Agreement.

SECTION 14. PUBLIC RECORDS. The Developer covenants and agrees to:

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

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

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

14.4 Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of the Developer or keep and maintain public records required by the Town to perform the service. If the Developer transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the

Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

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

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

SECTION 15. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to act as a waiver of the Town's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Agreement.

SECTION 16. TERMINATION AND REMEDIES.

16.1 This Agreement shall remain in effect until the completion of the Development (as defined by 3.11 of this Agreement); and, on or before the effective date of the termination of this Agreement, the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement shall be required to be in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code (as defined by 3.6 of this Agreement). In the event the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement are not in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code, the Town may, at its option, seek any remedy available at law or in equity and/or perform the necessary work and thereafter render an invoice for services to Developer for reimbursement.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 17. ENFORCEMENT COSTS. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and/or appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

SECTION 18. JURY TRIAL. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR

PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

SECTION 19. DUTY TO COOPERATE 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.

SECTION 20. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

SECTION 21. STATE LAW COMPLIANCE. The following provisions are included to comply with Florida State Statutes:

- (a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing and/or entering into the Agreements, DEVELOPER certifies that it does not and did not at any time since the submission of a response to the TOWN'S initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. DEVELOPER understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate the Agreements at the TOWN'S option if the DEVELOPER is found to have submitted a false certification.
- (b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime

may not submit a proposal and/or bid on a contract to provide any goods or services to a public entity, may not submit a proposal and/or bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By executing the Agreements, DEVELOPER certifies that it is not on the convicted vendor list.

- (c) ***Drug-Free Workplace.*** By executing the Agreement(s), DEVELOPER certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
- (d) ***E-Verify.*** By entering into the Agreement(s), DEVELOPER becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the DEVELOPER and any subcontractor hired by the DEVELOPER. If the DEVELOPER enters into a contract with a subcontractor, the subcontractor must provide the DEVELOPER with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Agreement(s), or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) Calendar Days after the date of termination. If the Agreement(s) are terminated for a violation of the statute by the DEVELOPER, the DEVELOPER may not be awarded a public contract for a period of one (1) year after the date of termination.
- (e) ***No Consideration of Social, Political, and Ideological Interests.*** DEVELOPER acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective vendor and/or contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. DEVELOPER affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the DEVELOPER'S social, political, or ideological interests in negotiating, awarding, and/or entering into the Agreement(s).
- (f) ***Contracting with Foreign Entities.*** By executing the Agreement(s), DEVELOPER certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, DEVELOPER certifies that no government of a Foreign Country of Concern has a "controlling interest" in DEVELOPER as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the DEVELOPER organized under the laws of a Foreign Country of Concern, nor does the

DEVELOPER have its principal place of business located in a Foreign Country of Concern. If the Agreement(s) permit the DEVELOPER to access the personal identifying information of any individual, DEVELOPER agrees to notify the TOWN in advance of any contemplated transaction that would cause DEVELOPER to be disqualified from such access under Section 287.138 of the Florida Statutes. DEVELOPER agrees to furnish the TOWN with an affidavit signed by an officer or representative of the DEVELOPER under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.


SECTION 22. RECORDATION. This Agreement shall constitute a covenant running with the Property and be recorded in the Public Records of Polk County, Florida.

The rest of this page left intentionally blank; signatures follow


Executed by the parties on the date shown adjacent thereto:

Developer:

**Dundee Reserve Holdings, LLC,
a Delaware limited liability company**


By: 
Moishé Goldshmidt, as its Manager


Witness

 8/27/24
Witness Date

**STATE OF FLORIDA
COUNTY OF Polk**

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 27 day of August 2024, by Moishe Goldshmidt, as Manager of Dundee Reserve Holdings, LLC, a Delaware limited liability company, on its behalf, who is personally known to me or who has produced DL 2491070 as identification.

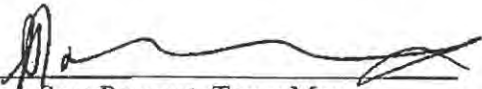

Notary Public, State of Florida
Printed Name: Gamaliel Rodriguez
My commission expires: July 17, 2028



GAMALIEL RODRIGUEZ
Commission # HH 572461
Expires July 17, 2028

Town of Dundee:


TOWN OF DUNDEE

By: 
Sam Pennant, Town Mayor

ATTEST:


~~Trevor Douthat, Town Clerk~~
Lita O'Neill

APPROVED AS TO FORM:


Frederick J. Murphy, Jr., Town Attorney

ORDINANCE NO. 21-20

AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM MODERATE-DENSITY SINGLE-FAMILY RESIDENTIAL (RSF-2) AND LAKE TO PLANNED UNIT DEVELOPMENT-RESIDENTIAL (PUD-R) ON APPROXIMATELY 305 ACRES OF LAND, LOCATED NORTH AND SOUTH OF LAKE MARIE DRIVE WEST OF H. L. SMITH ROAD, FURTHER DESCRIBED AS PARCELS: 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, AND 272826-000000-013010; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Wheeler Farms, Inc., an active Florida corporation (the "Applicant") requests a change of zoning from Moderate Density Single Family Residential (RSF-2) and lake to Planned Unit Development-Residential on approximately 305 acres of land located at the northeast corner of the intersection of Lemon Avenue and Bay Street; and

WHEREAS, the Planned Unit Development Process (updated through Ordinance 13-09) establishes five Planned Unit Development Districts, including Planned Unit Development-Residential (PUD-R); and

WHEREAS, there has been a request for approval of amendment of a Master Development Plan for a Planned Unit Development (PUD) known as the Reserve at Dundee Lakes; and

WHEREAS, the request is consistent with the Future Land Use Element of the Dundee Comprehensive Plan; and

WHEREAS, the real property which is the subject of this Ordinance constitutes less than five percent (5%) of the municipally zoned area of the Town; and

WHEREAS, on August 19, 2021, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting considered the Applicant's request for rezoning as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on August 19, 2021, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

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WHEREAS, on August 19, 2021, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town's Planning and Zoning Board voted to recommend approval of the Applicant's request for the rezoning as set forth in this Ordinance to the Town Commission; and

WHEREAS, as a result of this Ordinance being initiated by the Applicant (not the municipality), the Town Commission of the Town of Dundee held duly noticed public hearings regarding the parcel shown on Exhibit "A" in accordance with Section 166.041 (3), Florida Statutes, to provide the public an opportunity to be heard, obtain public comment, and receive and consider all written and oral testimony presented during such public hearings, including supporting documentation; and

WHEREAS, in exercise of its authority, the Town Commission of the Town of Dundee has determined it necessary to amend the Official Zoning Map to change the Town zoning classifications assigned to this property, adopt the Master Development Plan and associated conditions.

NOW, THEREFORE, be it enacted by the Town Commission of the Town of Dundee, Florida:

Section 1. The official zoning map of the Town of Dundee is amended so as to change the Town zoning classifications from Moderate-Density Single-Family Residential (RSF-2) and lake to Planned Unit Development-Residential (PUD-R) on approximately 305 acres of land, located north and south of Lake Marie Drive west of H. L. Smith Road, further described as parcels: 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, and 272826-000000-013010, as shown in Exhibit "A".

Section 2. All property located within the Reserve at Dundee Lakes PUD property is hereby zoned Planned Unit Development-Residential (PUD-R) Zoning District and the provisions of the Land Development Code, and special conditions attached hereto shall govern further public review and development of the property within this District.

Section 3. The Master Development Plan (MDP) for this Planned Unit Development attached hereto as Exhibit "B" is approved in accordance with Article 7.09.03 of the Unified Land Development Code of the Town of Dundee for the total property known as the Reserve at Dundee Lakes PUD, including development requirements attached hereto as Exhibit "C" and additional special conditions attached hereto as Exhibit "D" and made a part hereof.

Section 4. Severability. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect.

ORDINANCE NO. 21-20

Page 3

Section 5. Repealing. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Codification. This Ordinance shall not be codified in the Code of Ordinances of the Town of Dundee, Florida. A certified copy of this enacting ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

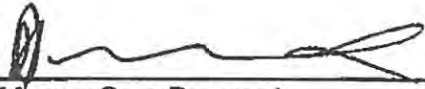
Section 7. Administrative Correction of Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 8. Effective Date. The effective date of this ordinance shall be immediately upon passage on second reading.

INTRODUCED on first reading this 14th day of September, 2021.

PASSED on second reading this 28th day of September, 2021.

TOWN OF DUNDEE, FLORIDA



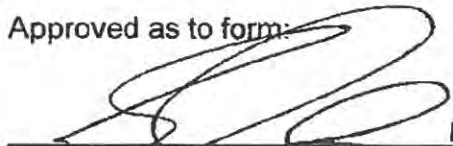
Mayor- Sam Pennant

ATTEST:



Town Clerk - Jenn Garcia

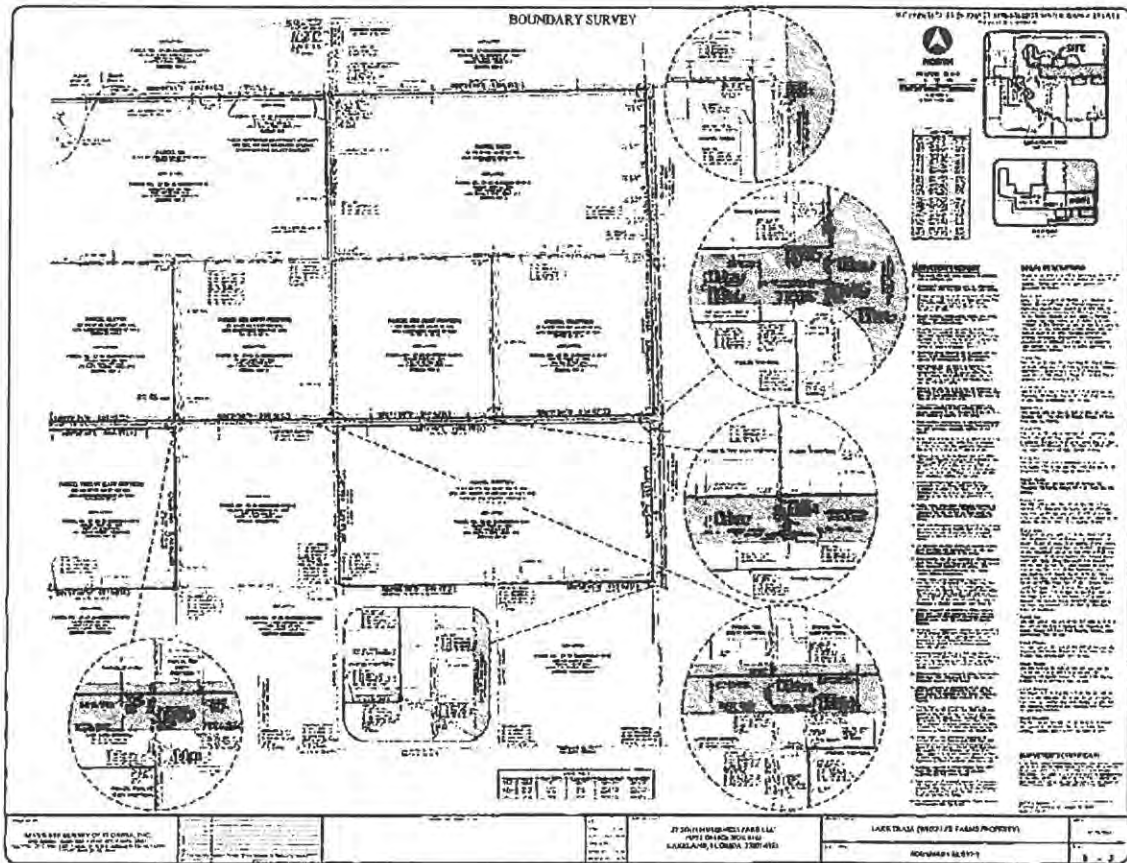
Approved as to form:



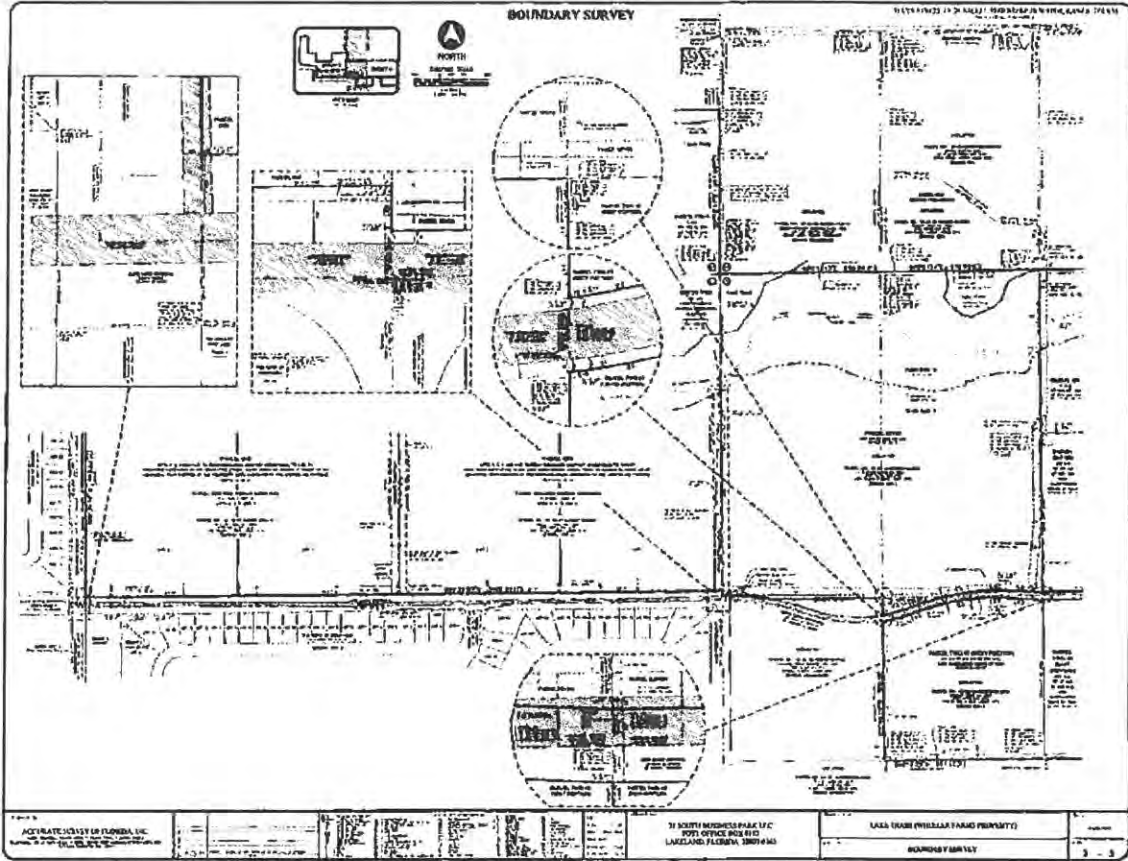
Town Attorney - Frederick J. Murphy, Jr.

Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 1 of 4

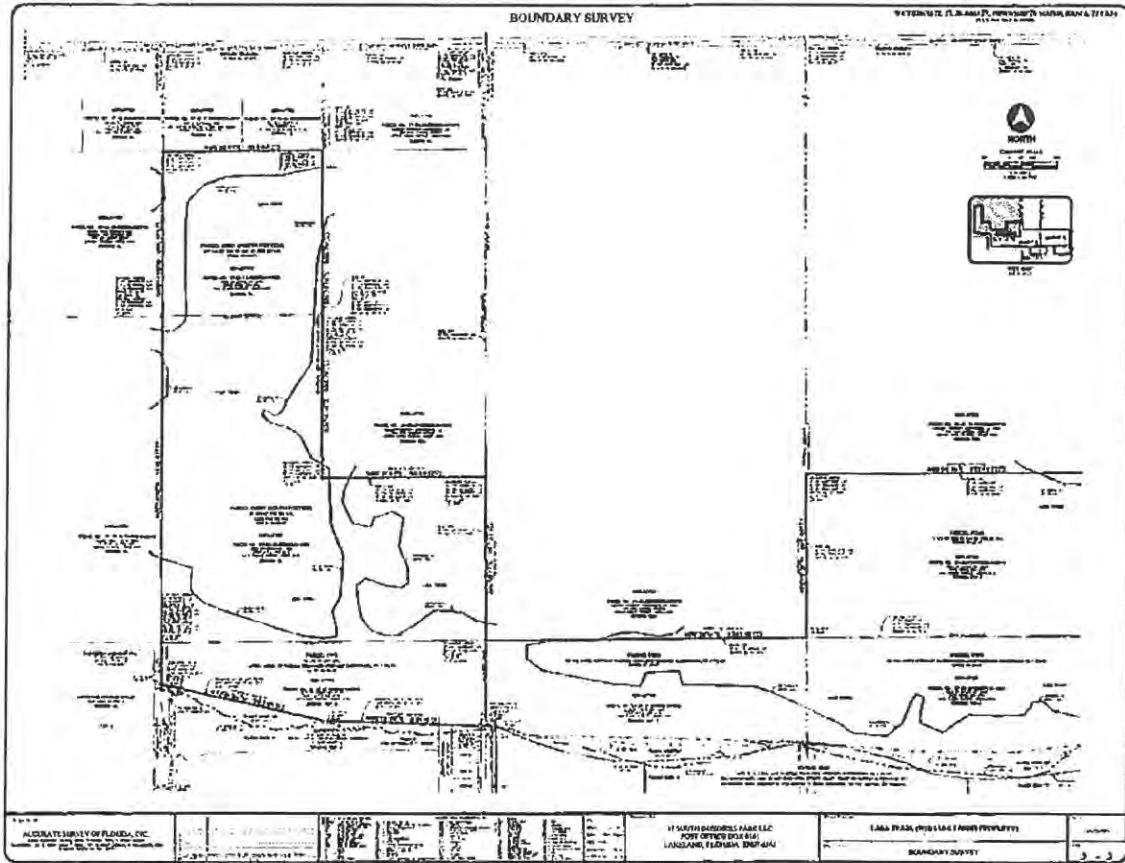
The parcel described below and illustrated on the map on the following three pages.



Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 2 of 4



Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 3 of 4



Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 4 of 4

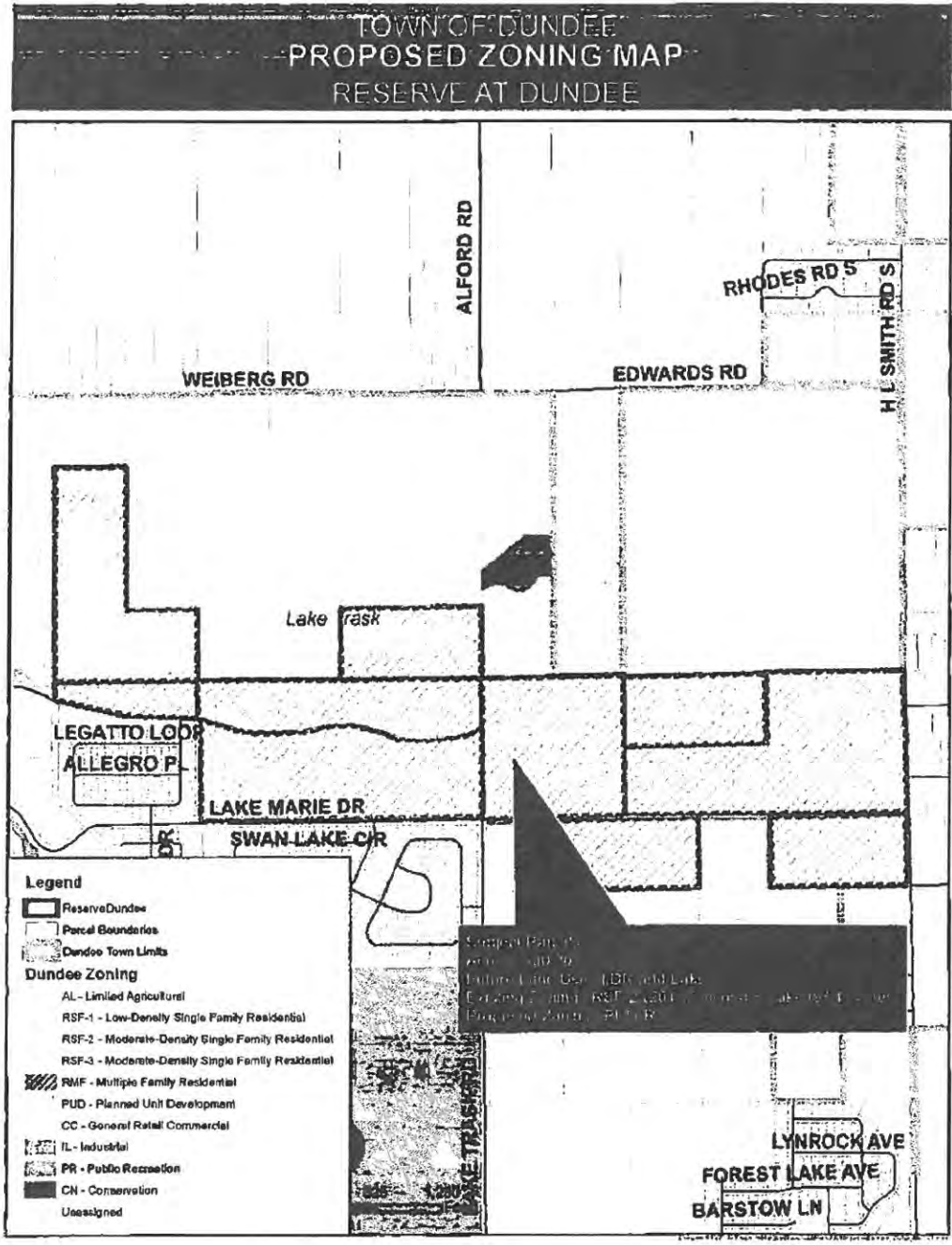


Exhibit "B"
Ordinance No. 21-20
Reserve of Dundee Lakes Master Development Plan
Page 1 of 1

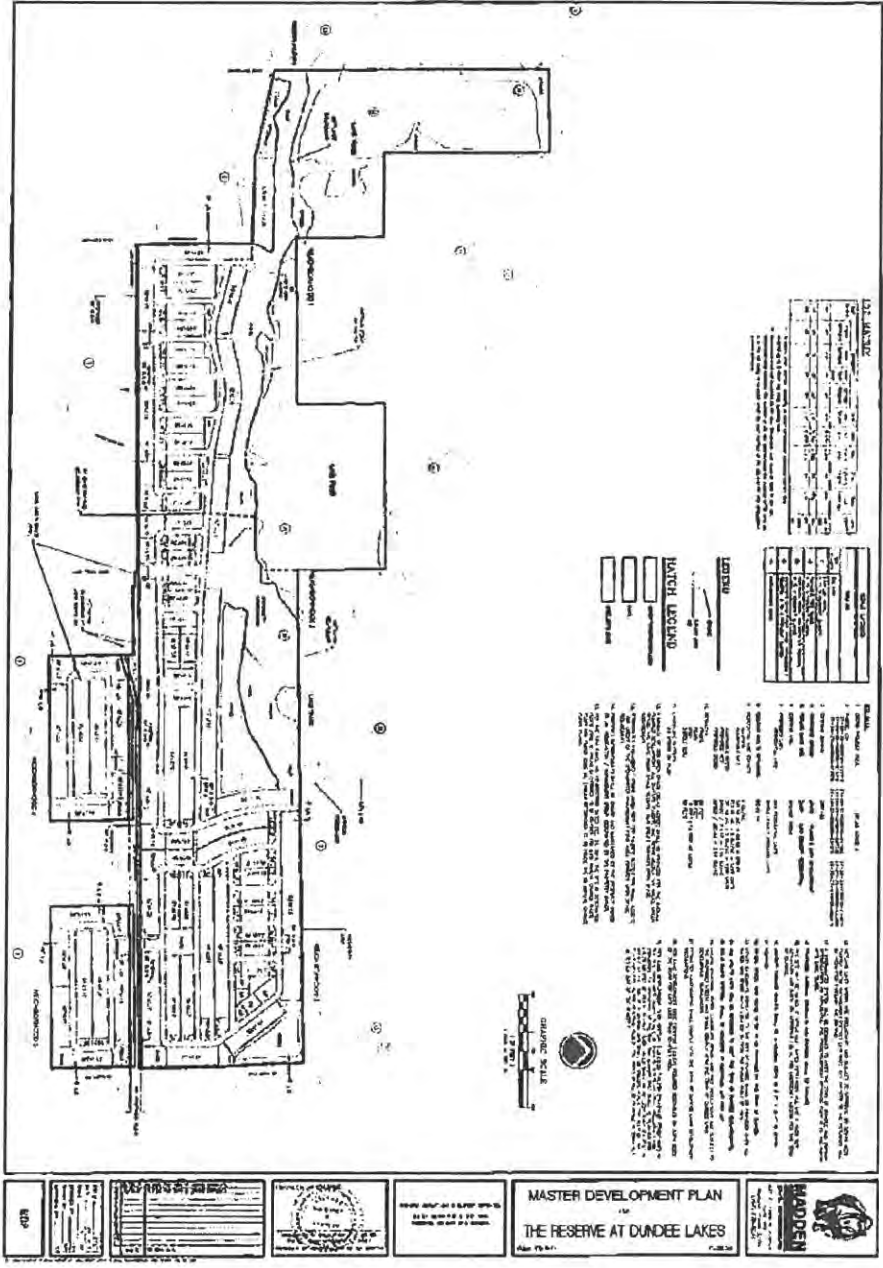


Exhibit "C"
Ordinance No. 21-20
Reserve at Dundee Lakes PUD Development Requirements
Page 1 of 2

1. The Reserve at Dundee Lakes Planned Unit Development shall consist of up to 865 dwelling units that meet the following requirements for single-family lots.

Lot Width	Setbacks*				Min. Lot Depth	Min. Lot Size	Min. Home Size	Max. Building Height	Max. Lot Coverage	Unit Mix**
	Front Setback	Side Setback	Rear Sect Back	Garage Setback						
45'	20'	7.5'	20'	20'	115'	5,175	1,200	35'	50%	Up to 428
50'	20'	5'	20'	20'	115'	5,750	1,200	35'	55%	381
60'	20'	5'	20'	20'	115'	6,900	1,200	35'	55%	At least 56

* A porch, lanai, portico, veranda, or other comparable entrance feature may extend up to 5' from the front building line.

** Developer shall not exceed 428-45' lots. Developer shall have at least 56-60' lots. Developer may decrease the number of 45' lots and increase the number of 50' lots, on a lot-for-lot basis; in no event shall the total number of 45' lots and 50' lots collectively exceed 809 lots.

2. The Developer will complete the development in phases or neighborhoods, as generally shown on the MDP. The unit count and lot lay out of each neighborhood shall be specifically identified at site development plan for each neighborhood.
3. A single-family home, within three single-family lots on the same side of the street, shall not utilize a combination of two of the same following design characteristics: building elevation, façade materials or color scheme.
4. The Amenity Center shall consist of a clubhouse, pool, pavilion, waterslide, playground, splash pad, recreational fields and courts, planting area, barbeque area, and dog park. Prior to issuance of the 216th Certificate of Occupancy, the Developer shall have completed, at a minimum, construction of the pool and pavilion. Prior to issuance of the 432nd Certificate of Occupancy, the Developer shall have completed all of the Amenity Center improvements stated in this condition. Except for the pool, pavilion, and clubhouse, the Developer may be permitted to replace any amenity stated herein with a similar or substitute amenity which shall be considered for approval by the Town of Dundee at subdivision plan review.

Exhibit "C"
Ordinance No. 21-20
Reserve at Dundee Lakes PUD Development Requirements
Page 2 of 2

5. **Lake Front Amenities.** Subject to applicable law, except for the Amenity Center, the Developer shall: (1) complete construction of all walking trails and open space along Lake Trask serving and within Neighborhood 1 concurrent with development of Neighborhood 1, and (2) shall complete all walking trails and open space along Lake Trask serving and within Neighborhood 2 concurrent with development of Neighborhood 2. The open space and recreation provided by the Amenity Center and Lake Front Amenities shall, upon completion of construction, be applicable to satisfying the Town's PUD-R open space and recreation requirements for the entire development.
6. **Neighborhood Open Space.** Smaller isolated pocket parks and open space identified within each phase/neighborhood shall be completed concurrent with the development of said neighborhood.

Exhibit "D"
Ordinance No. 21-20
Reserve at Dundee Lakes PUD Special Conditions
Page 1 of 1

1. The Master Development Plan includes potential impacts to the wetland protection zones and shoreline protection zones. If at the time of subdivision plan review, the project includes impacts to the wetland or shoreline protection zones, the applicant may request approval of a mitigation plan consistent with Sections 5.03.07 or 5.04.06.
2. The Developer shall be required to complete a transportation study and implement project related transportation improvements consistent with the requirements of Florida Statutes and the Town of Dundee Unified Land Development Code.
3. The Town of Dundee may, in its sole discretion, require the Developer to enter into a mutually agreeable Agreement in order to clarify and/or resolve any issue(s) or impacts related to transportation concurrency which includes (i) the perimeter roadways (Swan Road, H.L. Smith Road, Lake Marie Drive, other unnamed roadway) which impact the Reserve at Dundee development; and (ii) any developer's agreement(s) or development agreement(s) recorded in the Public Records of Polk County, Florida.
4. Except as otherwise may be approved by the Town, all perimeter roads (H. L. Smith road, Lake Marie Drive, unnamed road by neighborhood 1, and unnamed right-of-way by neighborhood 5) shall be shown to have adequate rights-of-way or land shall be dedicated to meet the minimum standard(s) set forth by the Town of Dundee Unified Land Development Code.
5. The water capacity for all agricultural wells shall be dedicated to the Town of Dundee at time of development of each neighborhood/phase.
6. The Developer shall submit a proposed phasing schedule to assist the Town in planning for water and wastewater services.
7. All internal road rights-of-way shall be at a minimum 50' and shall be constructed in accordance with the requirements set forth by the Town of Dundee Unified Land Development Code.



Town of Dundee

EXHIBIT D

Item 3.

Subdivision Applications

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

In addition to the application, please provide all materials as listed on the application checklist. It is important that all information be complete and accurate when submitted to the Town. Additional pages may be attached to provide necessary information. The project review name shall be a unique name that will be carried through the entire subdivision review process (Concept Plan, Preliminary Subdivision Plan, Certified Subdivision Plan, and Final Plat). The project may be platted as a different name, but the project review name shall carry through the entire review process.

SITE INFORMATION

Project Review Name: Dundee Lakes, Phases 1 and 2

Parcel I.D.#s: 27-28-22-000000-022010, 27-28-22-000000-041050, 27-28-26-000000-013010, 27-28-26-000000-031030, 27-28-26-000000-033000, 27-28-27-000000-011000, 27-28-27-000000-031010, 27-28-27-835500-000010

Site Address or General Location: Lake Marie Blvd./Lake Trask Rd.

Present Use of the Property: vacant Total Acreage: 211.69

Legal Description of the Property: See survey

PROPERTY OWNER:

Name: Dundee Reserve Holdings LLC / Moshe Goldshmidt

Mailing Address: 36 Charming Way

City: Lakewood State: NJ Zip: 08701

Home/Mobile Phone: 437-922-5793 Email Address: Fiddlersholdings@gmail.com

APPLICANT/AGENT:

Name: Dundee Reserve Holdings LLC / Moshe Goldshmidt

Mailing Address: 36 Charming Way

City: Lakewood State: NJ Zip: 08701

Home/Mobile Phone: 437-922-5793 Office:

Email Address: Fiddlersholdings@gmail.com

Applicant is: Owner Agent/Representative Purchaser Lessee

SUBDIVISION APPLICATION:

Concept Plan Preliminary Subdivision Plan Certified Subdivision Plan Final Plat

Current Future Land Use Designation: PUD Current Zoning Designation: PUD

Proposed Number of lots: 419

Date Application Accepted by Town:

Project ID Number:

Application Fee Amount Paid: Review Deposit Amount Paid:

**Resolution No. 25-07
Exhibit “E”**

**Reserve at Dundee Lakes
Certified Subdivision Plan Conditions**

1. Pursuant to *Section 7.09.01 of the LDC*, the *Reserve at Dundee Lakes Phases 1 and 2* shall be constructed in strict accordance with the MDP (see **Composite Exhibit “A”**).
2. Pursuant to *Section 7.02.03 of the LDC* and applicable Florida law, a *development order and/or development permit* will not be approved by the Town for the Subdivision unless a satisfactory concurrency evaluation is performed in accordance with *Article 6 of the LDC*. For purposes of this Agreement, the term(s) *development order and development permit* shall have the meanings as set forth in §163.3164, Florida Statutes (2024).
3. Pursuant to *Section 54-9 of the Town of Dundee Code of Ordinances* and *Section Section 6.01.07.03 of the LDC*, an updated *Town of Dundee Concurrency Developer’s Agreement* is required as a condition of approval for the Reserve CSP in order to provide, at a minimum, as follows: (1) notwithstanding the reserved potable water capacity which is the subject of that certain *Amendment to Agreement Regarding the Extension of Certain Equivalent Residential Connections for Reserved Capacity in the Town of Dundee’s Water Treatment Plant* (see **Composite Exhibit “B”**), the Town’s inability to currently provide allocable potable water capacity for the Subdivision; (2) detail the necessary expansion of the Town’s water treatment facilities to serve the Subdivision; and (3) detail the terms and conditions under which the Town will provide potable water utility service for the Subdivision.
4. Pursuant to *Section 54-9 of the Town of Dundee Code of Ordinances* and *Section 6.01.07 of the LDC*, the Applicant and Town shall enter into a *Transportation Infrastructure Developer’s Agreement* in order to address substandard rights-of-way; necessary transportation improvements necessitated by the capacity demands of the Subdivision; transportation impact fee credits, if applicable; and, subject to applicable Florida law and to the extent applicable, terminate any previously entered into agreement(s) which may be applicable to the Property.
5. No building permits for any residential structures shall be issued by the Town for the *Reserve at Dundee Lakes Phases 1 and 2* until all required infrastructure systems and improvements required by the Town of Dundee Land Development Code, Code of Ordinances, this **Resolution No. 25-07**, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.

6. Pursuant to *Town of Dundee Ordinance No. 24-09*, unless the Town has performed a *satisfactory concurrency evaluation* related to the Town's ability to provide allocable potable water capacity for the remaining 106 residential units identified in the Reserve CSP (see **Composite Exhibit "D"**), the Reserve CSP shall not be considered complete for the purpose of providing a basis upon which a final plat may be considered for approval by the Town Commission of the Town of Dundee.
7. Pursuant to *Town of Dundee Ordinance No. 24-09* and applicable law, in the event the Town has performed a *satisfactory concurrency evaluation* related to the Town's ability to provide allocable potable water capacity for the remaining 106 residential units identified in the Reserve CSP (see **Composite Exhibit "D"**), the construction of the applicable and required infrastructure systems and/or improvements for the *Reserve at Dundee Lakes Phases 1 and 2* shall also be complete and accepted by the Town prior to Final Subdivision Plat approval.
8. In the event the construction of the required infrastructure systems and/or improvements for the *Reserve at Dundee Lakes Phases 1 and 2* are not complete and accepted by the Town, *Final Subdivision Plat approval* for the *Reserve at Dundee Lakes Phases 1 and 2* shall be conditioned upon the Applicant providing the Town with *adequate performance security* and *adequate defect security*.

For purposes of this **Resolution No. 25-07**, *adequate performance security* and *adequate defect security* shall mean, at a minimum, as follows:

- (a) ***Adequate performance security*** shall be satisfactory in form to the Town Attorney and the Town Engineer and the Town's planning staff and be in an amount equal to one hundred and twenty-five (125%) percent of the developer's contract for the work that remains uncompleted and not accepted at the time of final plat or final site development plan approval, as certified in writing by the engineer of record, subject to the approval by the Town's planning staff and the Town Engineer. No more than fifty percent (50%) of the value of the total required improvements for each phase of the Development shall be considered for bonding and/or letter of credit given hereunder. Subject to the terms of the applicable agreement, the performance security shall be released by the Town when all private improvements are installed, inspected and approved and when all public improvements are installed, inspected and accepted. When providing a bond for performance security, the bonding company shall have a B+ or better rating in accordance with "Best Bond Book." In the case of a letter of credit, provisions for drawdowns from the letter of credit as improvements are completed and accepted shall accompany the surety. The letter of credit shall have a duration of twenty-four (24) months; and

- (b) **Adequate defect security** shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Subdivision that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable developer's agreement or development agreement, if applicable, for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The form and manner of execution of such securities shall be subject to the approval of the Town Attorney and Town Engineer. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed improvements. Upon default, the Town may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to the parties to the instrument or as otherwise set forth in an applicable agreement.
9. To the extent not inconsistent with *Town of Dundee Ordinance No. 24-09* and applicable law, this **Resolution No. 25-07** expressly incorporates by reference all conditions and set forth in *Town of Dundee Ordinance No. 21-20* and the MDP (see **Composite Exhibit "A"**); the ERC Agreement (see **Composite Exhibit "B"**); the Agreements (see **Composite Exhibit "C"**).
10. Notwithstanding other applicable provisions of the Town of Dundee Land Development Code, for purposes of this **Resolution No. 25-07**, the term(s) *Abandon/Abandonment* shall mean the intentional and voluntary relinquishment of the approved use(s). The *temporary cessation* of approved use(s) does not operate to effect an abandonment of the use(s). For purposes of this condition, *temporary cessation* means a temporary cessation of a use for a period of time not to exceed 120 consecutive calendar days. In the event of *discontinuance* of a use for a period of time exceeding 120 consecutive calendar days or a period of time totaling 180 calendar days within a calendar year, the use(s) shall be deemed abandoned. An order of the Town of Dundee Code Enforcement Special Magistrate finding that the property failed to strictly adhere to the condition(s) prescribed by **Resolution No. 25-07** shall constitute an *abandonment* of the *site development plan* approved herein.

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, FL 33831

CONCURRENCY DEVELOPER'S AGREEMENT

THIS CONCURRENCY DEVELOPER'S AGREEMENT ("Agreement") is made this 10th day of September, 2024 by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **DUNDEE RESERVE HOLDINGS, LLC**, an active Delaware limited liability company, authorized to do business in the State of Florida, the address of which is 36 Charming Way, Lakewood, New Jersey 08701 (the "Developer").

FACTUAL RECITALS

WHEREAS, Town is a Florida municipal corporation 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, Town is vested with governmental, corporate and proprietary powers to enable municipal governments to conduct and perform municipal functions and render municipal services, including the exercise of any power for municipal purposes; and

WHEREAS, the Developer is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number(s): 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, and 272826-000000-013010 which totals approximately 305 acres (the "Property"); and

WHEREAS, the Developer is pursuing residential development of the Property; and

WHEREAS, the Reserve at Dundee Lakes development (the "Development") which is located within the municipal boundaries of the Town is proposed to be developed on the Property; and

WHEREAS, the Public Supply Water Use Permit for the Town (the "Town WUP"), Water Use Permit No. 20005893.012, authorizes the withdrawal of 917,500 gallons per day; and

WHEREAS, pursuant to the Town WUP, the Town does not have the permitted capacity to necessary to support the potable water needs and/or demands for the Development; and

WHEREAS, Town and Developer acknowledge and agree that the Town is currently unable to provide allocable water capacity for the Development; and

WHEREAS, pursuant to applicable provisions of the Code of Ordinances of the Town of Dundee and Town of Dundee Land Development Code, the Town and Developer acknowledge and agree that the facilities and services needed to support the Development are not available; and

WHEREAS, Town and Developer acknowledge and agree that, pursuant to Section 7.02.03 of the Town Code, a development order and/or development permit will not be approved for the Development unless a satisfactory concurrency evaluation has been performed in accordance with Section 6.01.00 of the Town Code; and

WHEREAS, pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee

(the “Code”), the Town may require a developer/owner to enter into a developer’s agreement which sets forth in detail the terms and conditions under which the Town will provide utility service to the subject real property; and

WHEREAS, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer’s agreement may be required prior to approval(s) in order to provide for the necessary expansion of the Town’s water treatment facilities to serve the Development; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC, the Town and Developer acknowledge and agree that any Town approval(s) will not create a reservation of potable water plant or network capacity, or a commitment to provide service; and

WHEREAS, Town and Developer acknowledge and agree that, on August 23, 2022, at a duly noticed public meeting of the Town of Dundee Town Commission, the Town Commission considered and approved the Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, And The Town of Dundee, Florida (the “Interconnect Agreement”); and

WHEREAS, the Town approved Ordinance No. 21-20 (the “Ordinance”) which established a Planned Unit Development-Residential (PUD-R) on the Property (the “Project”), which permits Developer to construct up to an 865-unit single-family detached residential community, subject to the development requirements and special conditions contained within the Ordinance and the applicable local, state, and federal laws and regulations, a copy of the Ordinance is attached hereto and incorporated herein as **Exhibit “A”**;

WHEREAS, upon receipt of Certified Subdivision Plan (“CSP”) approval, the Developer shall be authorized to proceed with dry-line construction of potable water lines to serve the Development;

WHEREAS, on August 29, 2024, at a duly noticed public meeting, the Town Commission approved an Amendment to Agreement Regarding the Extension of Certain Equivalent Residential Connections For Reserved Capacity in the Town of Dundee’s Water Treatment Plant, renewing 306 water Equivalent Residential Connections (ERC Nos. 22-01 through 22-306) for a 24-month period beginning from July 25, 2024 through July 24, 2026, which ERCs are owned by the Developer;

WHEREAS, the Developer acknowledges and agrees that, upon completion of the dry-line construction and other required improvements for the Development, the Town may not be able to provide allocable water capacity for the Development; and

WHEREAS, Developer acknowledges, represents, and agrees that it accepts any and all of the risk(s) related to proceeding with the Development; and

WHEREAS, Town acknowledges and agrees that the Developer holds fee simple title to an agricultural well (the “Well”); and

WHEREAS, the Well has been issued a water use permit granted by the Southwest Florida Water Management District (“SWFWMD”), Water Use Permit No. 20004105.008 (the “Developer WUP”); and

WHEREAS, the Well provides irrigation water for agricultural uses on 305 acres of real

property which includes, but is not limited to, the Property; and

WHEREAS, Developer offered and agreed to cooperate with the Town and SWFWMD in transferring the Well and any capacity related thereto to the Town; and

WHEREAS, Town and Developer agree to enter into a Water Supply Allocation Agreement (the "Allocation Agreement") to facilitate the transfer the Well, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Well to the Town; and

WHEREAS, Town and Developer acknowledge and agree that, upon receiving a credit or increase to the Town's WUP from SWFWMD arising out of the transfer of the Developer WUP and/or closing of the Well, any increase or credit to the Town's WUP will be allocated to the Development on a pro-rata basis; and

WHEREAS, on November 8, 2022, the Town of Dundee Town Commission and Developer agreed that, as a condition precedent to its entering into this Agreement, Developer and its successors and permitted assigns indemnify and hold harmless the Town, its elected and appointed officials, employees and agents from any and all damages, claims, and/or other liabilities arising out of the Developer's construction of dry-lines, the Town's inability to provide allocable water capacity for the Development, and any subject covered by this Agreement; and

WHEREAS, Developer and its successors and assigns agree to indemnify and hold the Town, its elected and appointed officials, employees and agents harmless of and from any and all costs, expenses, damages, liability and claims (including reasonable attorneys' fees and costs) related to and/or arising out of this Agreement, the Allocation Agreement, and the transfer of the Well to the Town; and

WHEREAS, Developer acknowledges and agrees that any provision(s) set forth in this Agreement holding the Town, its elected and appointed officials, employees and agents harmless is intended to be as broad and inclusive as is permitted by the laws of the State of Florida; and

WHEREAS, Developer acknowledges, represents, and agrees that the Town's willingness to enter into this Agreement shall not be construed by the Developer and/or its successors and assigns as a waiver by the Town of applicable law; and

WHEREAS, Developer acknowledges, represents, and agrees that this Agreement is intended to and shall constitute a covenant running with the Property; and

WHEREAS, The parties acknowledge, represent and agree that the Town and Developer are not partners and/or joint venturers; and

WHEREAS, The parties agree that this Agreement shall be liberally construed in favor of the Town; and

WHEREAS, Town and Developer represent and agree that good and valuable consideration has been received by the parties for entering into this Agreement, and the Town and Developer acknowledge the sufficiency of the consideration received; and

WHEREAS, The Town Commission of the Town of Dundee finds that this Agreement between the Town and Developer to be in the best interests of the public health, safety, and

general welfare of the citizens and residents of the Town of Dundee.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

SECTION 1. RECITALS. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the entry into this Agreement between the Town and Developer.

SECTION 2. PURPOSE. The purpose of this Agreement is to acknowledge and memorialize that as of the Effective Date (as defined in 3.12 of this Agreement) of this Agreement, the Town (as defined in 3.2 of this Agreement) performed a concurrency evaluation and determined that it does not have the necessary public facilities and services needed to support the Development (as defined in 3.11 of this Agreement). This Agreement shall therefore establish the respective rights and obligations of the Town, Developer, and any successors-in-interest to the Town and Developer concerning the Development (as defined in 3.11 of this Agreement) and concurrency approval for same.

SECTION 3. DEFINITIONS. Term(s) used in this Agreement and/or any exhibits incorporated herein and made a part hereof shall possess the meanings, 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:

3.1 “*Applicable Law*” means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

3.2 “*Town*” means the Town of Dundee, Florida.

3.3 “*Dundee Representative*” means the Town Manager, or her/his designated appointee, who is authorized to act on behalf of the Town in the administration of this Agreement. The Dundee Representative does not have the authority to waive or modify any condition or term of this Agreement.

3.4 “*Developer*” means Dundee Reserve Holdings, LLC, an active Delaware limited liability company, authorized to transact business in the State of Florida, and any and all of the successors and permitted assigns of Dundee Reserve Holdings, LLC.

3.5 “*Developer Representative*” any agent, employee and/or person with either apparent authority to act on behalf of Developer or the written authorization of Developer to act on its behalf in the administration of this Agreement. The Developer Representative does not have the authority to waive or modify any condition or term of this Agreement.

3.6 “*Town Code*” means the Town of Dundee Code of Ordinances and Town of Dundee Land Development Code.

3.7 “*Day(s)*” means calendar day unless specifically stated otherwise.

3.8 “*Calendar Day(s)*” means all days in a 365-day calendar year.

3.9 “*Business Day(s)*” means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.

3.10 “*Town Commission*” means the duly elected Town of Dundee Town Commission and/or governing body of the Town of Dundee.

3.11 “*Development*” means the design, construction, paving, maintenance and improvements performed by the Developer for the Reserve at Dundee Lakes project which are the subject of this Agreement and located on, over, under and across the Property and related to and/or arising out of the Reserve at Dundee Lakes Subdivision.

3.12 “*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which the Town Commission, at a duly noticed public meeting, approves the Agreement.

3.13 “*Term*” means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in **SECTION 16** of this Agreement.

SECTION 4. OBLIGATIONS. The parties’ obligations pursuant to this Agreement are stated below:

4.1 Town Obligations.

4.1.1 Pursuant to the Town Code (as defined by 3.6 of this Agreement) and Applicable Law (as defined by 3.1 of this Agreement), the Development (as defined by 3.11 of this Agreement) shall be subject to development review by the Town; and, in accordance with the development regulations set forth by the Town Code and Applicable Law, upon the payment of the applicable and required fee(s) by or on behalf of the Developer, the Town agrees to review any and all requests for a development order and/or development or construction permit.

4.1.2 To the extent applicable, the Town shall negotiate and enter into a separate Water Supply Allocation Agreement (the “Allocation Agreement”) with the Developer (as defined by 3.4 of this Agreement).

4.1.3 The Town, upon entering into a separate Allocation Agreement with the Developer and receiving a credit or increase to the Public Supply Water Use Permit (No. 20005893.012) (the “Town WUP”) from SWFWMD arising out of the transfer of the Well and/or the Developer’s Water Use Permit (No. 20004105.008) (the “Developer WUP”), shall allocate

and assign any increase or credit to the Town's WUP will be allocated to the Development on a pro-rata basis.

4.2 Developer Obligations.

4.2.1 Pursuant to the Town Code and Applicable Law (as defined by 3.1 of this Agreement), the Developer (as defined by 3.4 of this Agreement) shall apply for and obtain any and all required development orders, development permits and/or development approvals for the Development (as defined by 3.11 of this Agreement).

4.2.2 Pursuant to Section(s) 54-5 and 6.01.07.04 of the Town Code, any new development or improvement located on any parcel of land within the municipal boundaries of the Town or within the Town's water and wastewater service area, shall be required to connect to the Town's water and wastewater system at the time of development.

4.2.3 If mutually determined by the Town and Developer to be applicable, the Developer (as defined by 3.4 of this Agreement) shall negotiate and enter into a separate Allocation Agreement with the Town; and, by entering into the Allocation Agreement, the Developer shall facilitate the transfer the Well, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Well to the Town.

4.2.4 Developer (as defined by 3.4 of this Agreement) releases, acquits and forever discharges the Town, its elected and appointed officials, employees, and agents of and from any and all known or unknown claims, causes of action, suits, debts, dues, sums of money, damages, judgments, and demands whatsoever, in law or in equity, which Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents by reason of any matter, cause or thing, from the beginning of the world until the date on which this Agreement is terminated and/or expires, which are specifically arising out of the Development. This Release includes, but is not limited to, any case, lien, suit and/or cause of action, including reasonable attorney's fees both trial and appellate, and all other claims Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents whether arising out of tort, contract, equity, constitution, statute, or other theory of recovery, and whether for compensatory, punitive damages, or for equitable relief which Developer now has, or which may hereafter accrue or otherwise be acquired on account of or in any way growing out of, or which is the subject of the provisions set forth by this Agreement and specifically arising out of the Development. For purposes of this Agreement, this section shall not be applicable to any reserved capacity arising out of or relating to the 306 water Equivalent Residential Connections as referenced herein (ERC Nos. 22-01 through 22-306).

4.2.5 This Agreement shall be binding on Developer, its successors in interest, and permitted assigns.

4.2.6 The obligations of the Developer shall survive the termination of this Agreement.

SECTION 5. DEVELOPER'S ACKNOWLEDGMENT OF RISK.

5.1 The Developer acknowledges that as of the Effective Date (as defined by 3.12 of this Agreement) the facilities and services needed to support the Development (as defined by 3.11 of this Agreement) are not available concurrently with the impacts of the Development.

5.2 The Developer acknowledges, accepts, and assumes the risk(s) arising out of the Developer proceeding with the Development and installation of “dry-lines;” and, by entering into this Agreement, the Town does not guarantee the availability of allocable potable water capacity for the Development.

SECTION 6. FURTHER ASSURANCES. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

SECTION 7. BINDING EFFECT. Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and applicable successors, representatives, heirs, permitted assigns, employees, officers, directors, superintendents, administrators, shareholders and agents. As such, the parties agree that this Agreement shall be binding upon and inure to any and all successors-in-interest to the parties hereto. The parties further acknowledge and agree that, in the event this Agreement omits and/or does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development (as defined by 3.11 of this Agreement), such omission shall not relieve the parties hereto or any successor-in-interest of the obligation to comply with Applicable Law (as defined by 3.1 of this Agreement).

SECTION 8. MERGER. This Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein. This Agreement supersedes all prior agreements and development orders pertaining to the subjects covered and/or described herein.

SECTION 9. NO EFFECT ON CODE VIOLATIONS; NO CONTRACT ZONING. This Agreement shall not be interpreted to condone, authorize or permit any violation of the Town Code or Applicable Law (as defined by 3.1 of this Agreement). Further, this Agreement shall not be construed as the Town’s authorization or acceptance of the status of the present existing structures or uses on the Property, nor shall it be construed as an attempt to contractually zone the Property.

SECTION 10. TOWN’S POLICE POWERS. The Developer (as defined by 3.4 of this Agreement) acknowledges and understands that the Town (as defined by 3.2 of this Agreement) is prohibited from engaging in “Contract Zoning” or the bartering away of its legislative prerogative. While the Town will cooperate with Developer as set forth herein, this Agreement does not constitute an approval that would require the exercise of Town’s legislative and/or quasi-judicial authority. Provided further, nothing in this Agreement shall serve to affect or limit Town’s police powers in the exercise of zoning decisions or other governmental action associated with the Development or any development order associated therewith. As such, this Agreement shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

SECTION 11. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Town (as defined by 3.2 of this Agreement) and Developer (as defined by 3.4 of this Agreement) shall be governed by Florida law. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

SECTION 12. NOTICES. All notices, demands, requests, consents, approvals, and other communications (collectively referred to as the "Notice"), required or permitted to be given hereunder shall be in writing and sent by either: (i) registered or certified mail, postage prepaid, return receipt requested; or, (ii) special delivery service (e.g. Federal Express, DHL, UPS, etc.); addressed to the party to be so notified as follows:

TOWN: TOWN OF DUNDEE
Attn: Tandra Davis, Town Manager
PO Box 1000
105 Center Street
Dundee, FL 33838-1000
Attention: Town Manager

With a copy to (*which shall not constitute notice*):

Frederick J. Murphy, Jr.
Town Attorney, Town of Dundee
PO Drawer 30
245 South Central Avenue
Bartow, FL 33830

DEVELOPER: Dundee Reserve Holdings, LLC
36 Charming Way
Lakewood, NJ 08701

With a copy to (*which shall not constitute notice*):

Peterson & Myers, PA
Attention: Shelton T. Rice
225 E. Lemon St., Suite 300
Lakeland, FL 33801

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notice(s), or that the address for the delivery of such notice(s) has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or facsimile number shall be effective.

SECTION 13. MISCELLANEOUS PROVISIONS.

13.1 **Exhibits.** All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

13.2 **Headings.** The heading(s) preceding the several section(s), paragraph(s) and article(s) hereof are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

13.3 **Gender Neutral.** For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

13.4 **Calculation of Time.** The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date (as defined by 3.12 of this Agreement). For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day which the Town is open for business to the public.

13.5 **Neutral Interpretation.** Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.

13.6 **Modification.** This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by the parties hereto and approved by the Town's governing body. No oral modifications will be effective or binding on either the Town or Developer regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, the parties agree to modify and/or amend this Agreement, to the extent necessary, in order for the parties to perform the obligations set forth herein.

13.7 **Construction.** The parties acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in strict accordance with the terms, covenants and conditions set forth herein.

13.8 **Successors and Assigns.** All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

13.9 **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Town (as defined by 3.2 of this Agreement) and Developer (as defined by 3.4 of this Agreement) and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party.

13.10 **Authorization.** The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

13.11 **Representations and Warranties.** Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein.

13.12 **Compliance with Applicable Law.** The Developer (as defined by 3.4 of this Agreement) shall comply with Applicable Law (as defined by 3.1 of this Agreement) in performing the obligations and requirements set forth by the Agreement.

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

13.14 **No Waiver.** Failure of the Town to enforce any right hereunder shall not be deemed a waiver of such right. The inaction or failure of the Town to address and/or remedy any breach of the covenants, conditions, and/or provisions of this Agreement shall not constitute a waiver of such Town's rights hereunder with respect to such action, non-action, and/or default. No covenant, condition or provision of this Agreement can be waived, except with the written consent of both the Town and Developer. Any such waiver, in one instance, shall not constitute a waiver of a subsequent default or for any other past, present or future default, unless the waiver expressly and specifically states and/or identifies such default.

13.15. **Time is of the Essence.** Time is of the essence for all of the provisions, conditions, and terms of this Agreement.

SECTION 14. PUBLIC RECORDS. The Developer covenants and agrees to:

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

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

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

14.4 Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of the Developer or keep and maintain public records required by the Town to perform the service. If the Developer transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the

Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

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

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

SECTION 15. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to act as a waiver of the Town's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Agreement.

SECTION 16. TERMINATION AND REMEDIES.

16.1 This Agreement shall remain in effect until the completion of the Development (as defined by 3.11 of this Agreement); and, on or before the effective date of the termination of this Agreement, the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement shall be required to be in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code (as defined by 3.6 of this Agreement). In the event the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement are not in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code, the Town may, at its option, seek any remedy available at law or in equity and/or perform the necessary work and thereafter render an invoice for services to Developer for reimbursement.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 17. ENFORCEMENT COSTS. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and/or appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

SECTION 18. JURY TRIAL. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR

PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

SECTION 19. DUTY TO COOPERATE 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.

SECTION 20. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

SECTION 21. STATE LAW COMPLIANCE. The following provisions are included to comply with Florida State Statutes:

- (a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing and/or entering into the Agreements, DEVELOPER certifies that it does not and did not at any time since the submission of a response to the TOWN'S initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. DEVELOPER understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate the Agreements at the TOWN'S option if the DEVELOPER is found to have submitted a false certification.
- (b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime

may not submit a proposal and/or bid on a contract to provide any goods or services to a public entity, may not submit a proposal and/or bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By executing the Agreements, DEVELOPER certifies that it is not on the convicted vendor list.

- (c) ***Drug-Free Workplace.*** By executing the Agreement(s), DEVELOPER certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
- (d) ***E-Verify.*** By entering into the Agreement(s), DEVELOPER becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the DEVELOPER and any subcontractor hired by the DEVELOPER. If the DEVELOPER enters into a contract with a subcontractor, the subcontractor must provide the DEVELOPER with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Agreement(s), or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) Calendar Days after the date of termination. If the Agreement(s) are terminated for a violation of the statute by the DEVELOPER, the DEVELOPER may not be awarded a public contract for a period of one (1) year after the date of termination.
- (e) ***No Consideration of Social, Political, and Ideological Interests.*** DEVELOPER acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective vendor and/or contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. DEVELOPER affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the DEVELOPER'S social, political, or ideological interests in negotiating, awarding, and/or entering into the Agreement(s).
- (f) ***Contracting with Foreign Entities.*** By executing the Agreement(s), DEVELOPER certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, DEVELOPER certifies that no government of a Foreign Country of Concern has a "controlling interest" in DEVELOPER as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the DEVELOPER organized under the laws of a Foreign Country of Concern, nor does the

DEVELOPER have its principal place of business located in a Foreign Country of Concern. If the Agreement(s) permit the DEVELOPER to access the personal identifying information of any individual, DEVELOPER agrees to notify the TOWN in advance of any contemplated transaction that would cause DEVELOPER to be disqualified from such access under Section 287.138 of the Florida Statutes. DEVELOPER agrees to furnish the TOWN with an affidavit signed by an officer or representative of the DEVELOPER under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

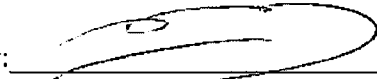
SECTION 22. RECORDATION. This Agreement shall constitute a covenant running with the Property and be recorded in the Public Records of Polk County, Florida.

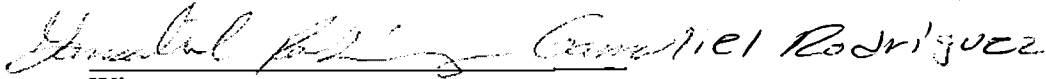
The rest of this page left intentionally blank; signatures follow

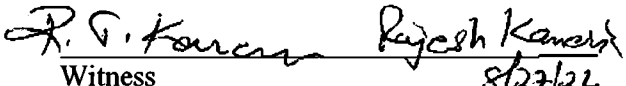
Executed by the parties on the date shown adjacent thereto:

Developer:

**Dundee Reserve Holdings, LLC,
a Delaware limited liability company**

By: 
Moishe Goldshmidt, as its Manager

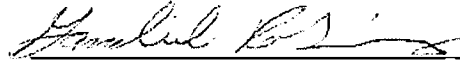

Witness


Witness

8/27/24
Date

**STATE OF FLORIDA
COUNTY OF Polk**

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 27 day of August 2024, by Moishe Goldshmidt, as Manager of Dundee Reserve Holdings, LLC, a Delaware limited liability company, on its behalf, who is personally known to me or who has produced DL 24911070 as identification.

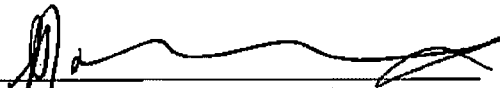

Notary Public, State of Florida
Printed Name: Gamaliel Rodriguez
My commission expires: July 17, 2028



GAMALIEL RODRIGUEZ
Commission # HH 572461
Expires July 17, 2028

Town of Dundee:


TOWN OF DUNDEE

By: 
Sam Pennant, Town Mayor

ATTEST:


~~Frevor Douthat, Town Clerk~~
Lita O'Neill

APPROVED AS TO FORM:


Frederick J. Murphy, Jr., Town Attorney

ORDINANCE NO. 21-20

AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM MODERATE-DENSITY SINGLE-FAMILY RESIDENTIAL (RSF-2) AND LAKE TO PLANNED UNIT DEVELOPMENT-RESIDENTIAL (PUD-R) ON APPROXIMATELY 305 ACRES OF LAND, LOCATED NORTH AND SOUTH OF LAKE MARIE DRIVE WEST OF H. L. SMITH ROAD, FURTHER DESCRIBED AS PARCELS: 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, AND 272826-000000-013010; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Wheeler Farms, Inc., an active Florida corporation (the "Applicant") requests a change of zoning from Moderate Density Single Family Residential (RSF-2) and lake to Planned Unit Development-Residential on approximately 305 acres of land located at the northeast corner of the intersection of Lemon Avenue and Bay Street; and

WHEREAS, the Planned Unit Development Process (updated through Ordinance 13-09) establishes five Planned Unit Development Districts, including Planned Unit Development-Residential (PUD-R); and

WHEREAS, there has been a request for approval of amendment of a Master Development Plan for a Planned Unit Development (PUD) known as the Reserve at Dundee Lakes; and

WHEREAS, the request is consistent with the Future Land Use Element of the Dundee Comprehensive Plan; and

WHEREAS, the real property which is the subject of this Ordinance constitutes less than five percent (5%) of the municipally zoned area of the Town; and

WHEREAS, on August 19, 2021, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting considered the Applicant's request for rezoning as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on August 19, 2021, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

WHEREAS, on August 19, 2021, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town’s Planning and Zoning Board voted to recommend approval of the Applicant’s request for the rezoning as set forth in this Ordinance to the Town Commission; and

WHEREAS, as a result of this Ordinance being initiated by the Applicant (not the municipality), the Town Commission of the Town of Dundee held duly noticed public hearings regarding the parcel shown on Exhibit “A” in accordance with Section 166.041 (3), Florida Statutes, to provide the public an opportunity to be heard, obtain public comment, and receive and consider all written and oral testimony presented during such public hearings, including supporting documentation; and

WHEREAS, in exercise of its authority, the Town Commission of the Town of Dundee has determined it necessary to amend the Official Zoning Map to change the Town zoning classifications assigned to this property, adopt the Master Development Plan and associated conditions.

NOW, THEREFORE, be it enacted by the Town Commission of the Town of Dundee, Florida:

Section 1. The official zoning map of the Town of Dundee is amended so as to change the Town zoning classifications from Moderate-Density Single-Family Residential (RSF-2) and lake to Planned Unit Development-Residential (PUD-R) on approximately 305 acres of land, located north and south of Lake Marie Drive west of H. L. Smith Road, further described as parcels: 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, and 272826-000000-013010, as shown in Exhibit “A”.

Section 2. All property located within the Reserve at Dundee Lakes PUD property is hereby zoned Planned Unit Development-Residential (PUD-R) Zoning District and the provisions of the Land Development Code, and special conditions attached hereto shall govern further public review and development of the property within this District.

Section 3. The Master Development Plan (MDP) for this Planned Unit Development attached hereto as Exhibit “B” is approved in accordance with Article 7.09.03 of the Unified Land Development Code of the Town of Dundee for the total property known as the Reserve at Dundee Lakes PUD, including development requirements attached hereto as Exhibit “C” and additional special conditions attached hereto as Exhibit “D” and made a part hereof.

Section 4. Severability. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect.

Section 5. Repealing. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Codification. This Ordinance shall not be codified in the Code of Ordinances of the Town of Dundee, Florida. A certified copy of this enacting ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.


Section 7. Administrative Correction of Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 8. Effective Date. The effective date of this ordinance shall be immediately upon passage on second reading.

INTRODUCED on first reading this 14th day of September, 2021.

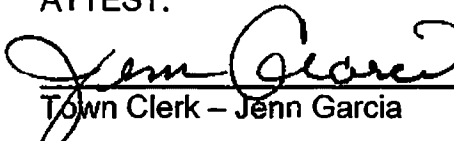
PASSED on second reading this 28th day of September, 2021.

TOWN OF DUNDEE, FLORIDA



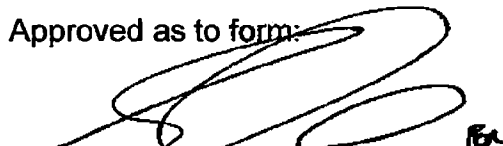
Mayor- Sam Pennant

ATTEST:



Town Clerk – Jenn Garcia

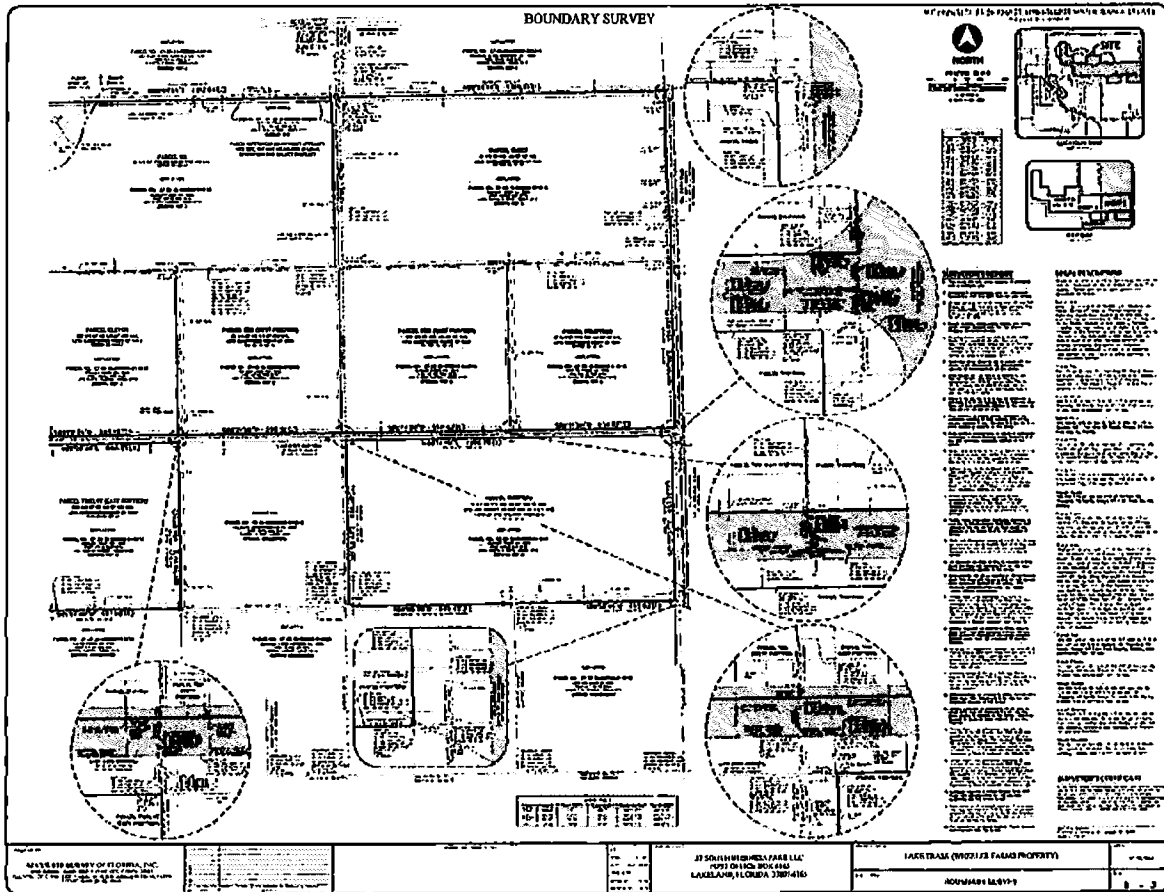
Approved as to form:



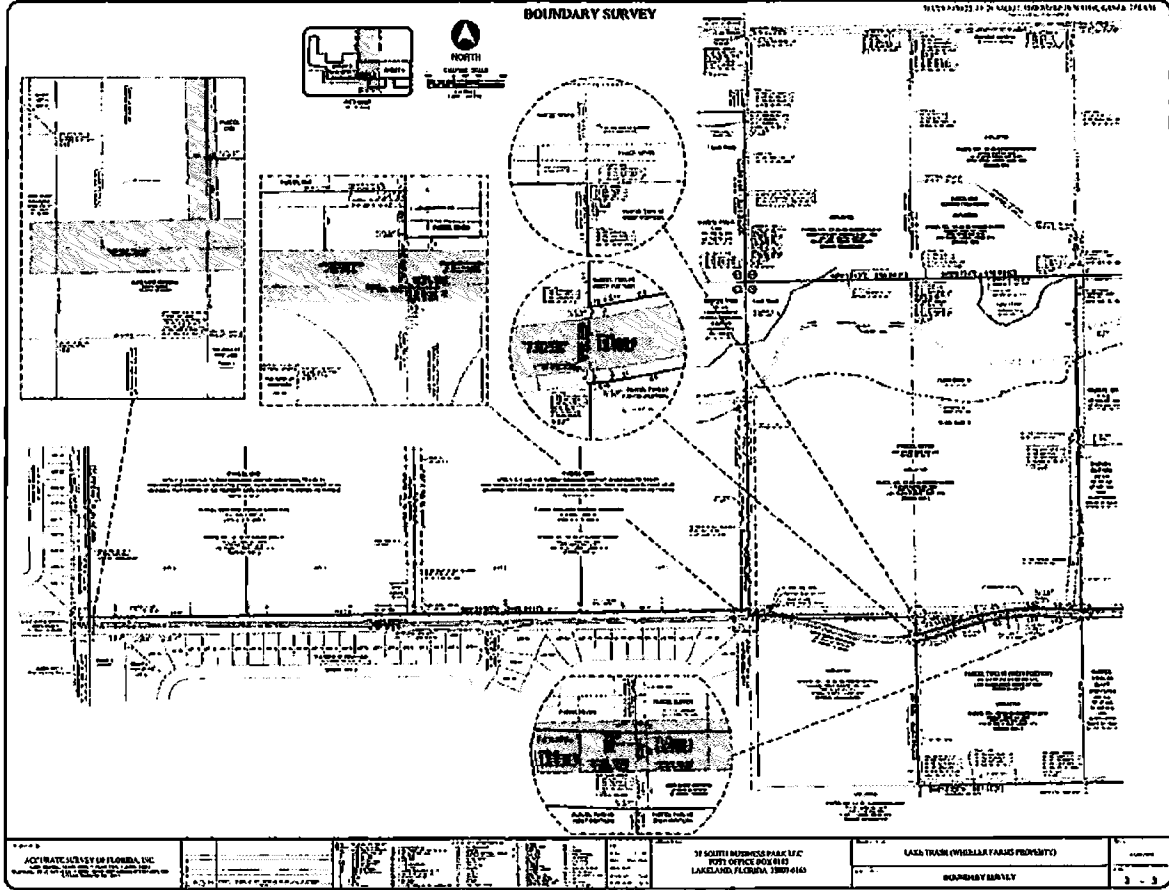
Town Attorney – Frederick J. Murphy, Jr.

Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 1 of 4

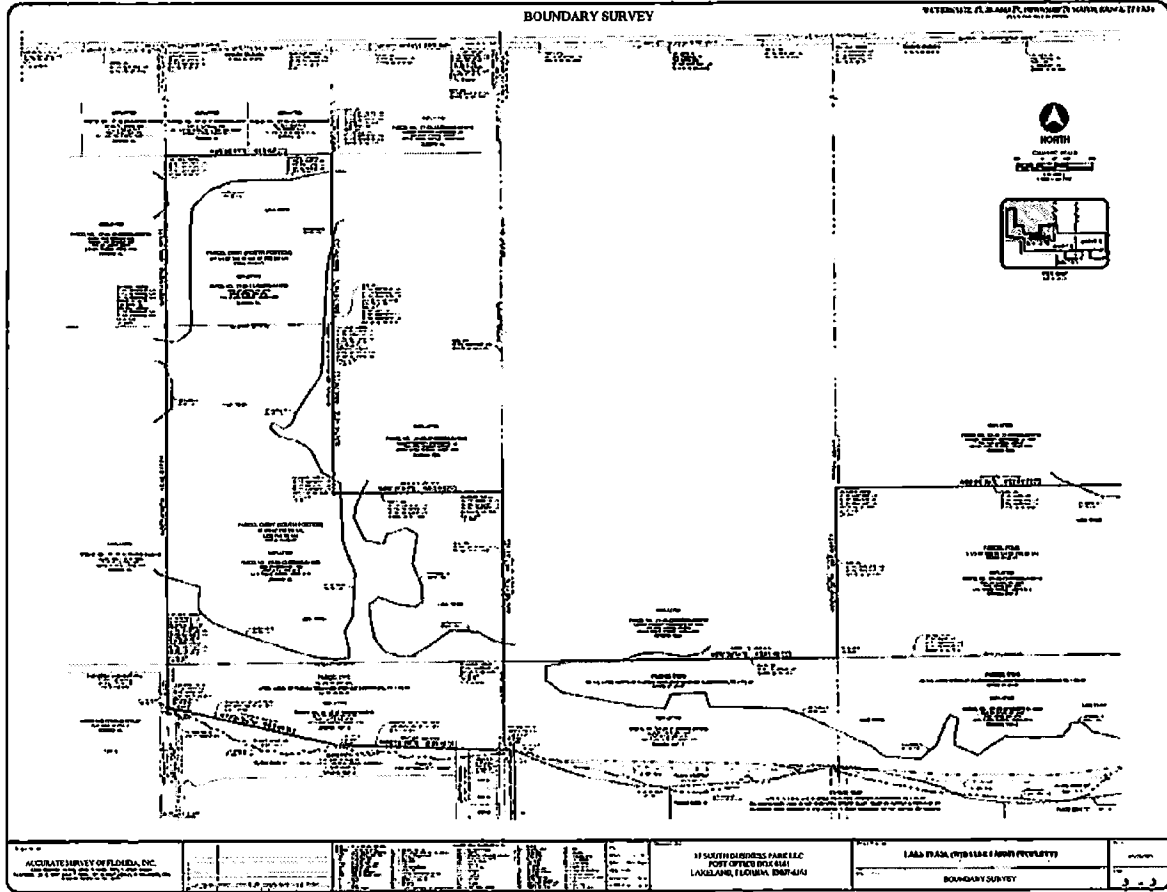
The parcel described below and illustrated on the map on the following three pages.



Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 2 of 4



Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 3 of 4



Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 4 of 4

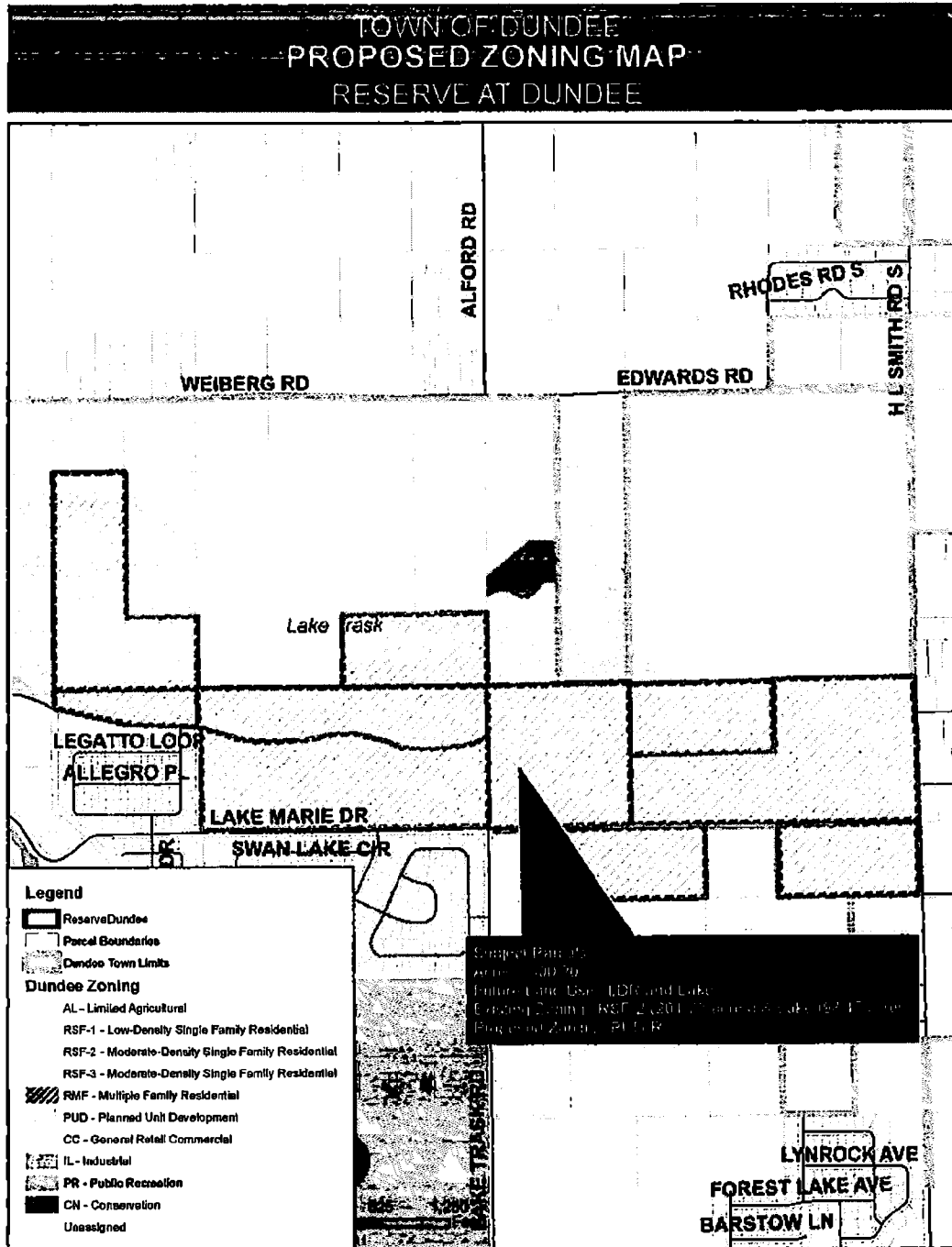


Exhibit "B"
Ordinance No. 21-20
Reserve of Dundee Lakes Master Development Plan
Page 1 of 1

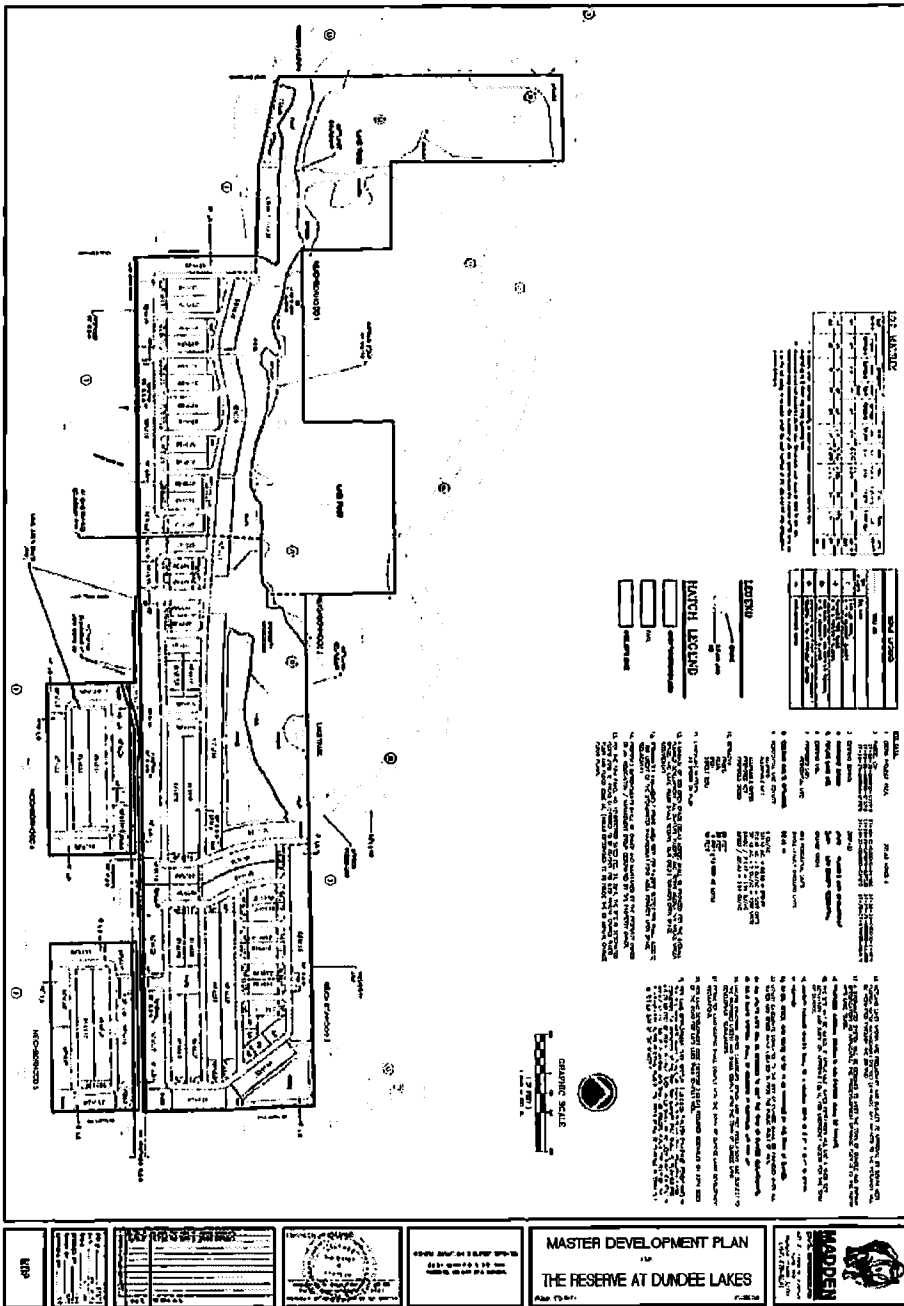


Exhibit "C"
Ordinance No. 21-20
Reserve at Dundee Lakes PUD Development Requirements
Page 1 of 2

1. The Reserve at Dundee Lakes Planned Unit Development shall consist of up to 865 dwelling units that meet the following requirements for single-family lots.

Lot Width	Setbacks*				Min. Lot Depth	Min. Lot Size	Min. Home Size	Max. Building Height	Max. Lot Coverage	Unit Mix**
	Front Setback	Side Setback	Rear Sect Back	Garage Setback						
45'	20'	7.5'	20'	20'	115'	5,175	1,200	35'	50%	Up to 428
50'	20'	5'	20'	20'	115'	5,750	1,200	35'	55%	381
60'	20'	5'	20'	20'	115'	6,900	1,200	35'	55%	At least 56

* A porch, lanai, portico, veranda, or other comparable entrance feature may extend up to 5' from the front building line.

** Developer shall not exceed 428-45' lots. Developer shall have at least 56-60' lots. Developer may decrease the number of 45' lots and increase the number of 50' lots, on a lot-for-lot basis; in no event shall the total number of 45' lots and 50' lots collectively exceed 809 lots.

2. The Developer will complete the development in phases or neighborhoods, as generally shown on the MDP. The unit count and lot lay out of each neighborhood shall be specifically identified at site development plan for each neighborhood.
3. A single-family home, within three single-family lots on the same side of the street, shall not utilize a combination of two of the same following design characteristics: building elevation, façade materials or color scheme.
4. The Amenity Center shall consist of a clubhouse, pool, pavilion, waterslide, playground, splash pad, recreational fields and courts, planting area, barbeque area, and dog park. Prior to issuance of the 216th Certificate of Occupancy, the Developer shall have completed, at a minimum, construction of the pool and pavilion. Prior to issuance of the 432nd Certificate of Occupancy, the Developer shall have completed all of the Amenity Center improvements stated in this condition. Except for the pool, pavilion, and clubhouse, the Developer may be permitted to replace any amenity stated herein with a similar or substitute amenity which shall be considered for approval by the Town of Dundee at subdivision plan review.

Exhibit "C"
Ordinance No. 21-20
Reserve at Dundee Lakes PUD Development Requirements
Page 2 of 2

5. **Lake Front Amenities.** Subject to applicable law, except for the Amenity Center, the Developer shall: (1) complete construction of all walking trails and open space along Lake Trask serving and within Neighborhood 1 concurrent with development of Neighborhood 1, and (2) shall complete all walking trails and open space along Lake Trask serving and within Neighborhood 2 concurrent with development of Neighborhood 2. The open space and recreation provided by the Amenity Center and Lake Front Amenities shall, upon completion of construction, be applicable to satisfying the Town's PUD-R open space and recreation requirements for the entire development.

6. **Neighborhood Open Space.** Smaller isolated pocket parks and open space identified within each phase/neighborhood shall be completed concurrent with the development of said neighborhood.

Exhibit "D"
Ordinance No. 21-20
Reserve at Dundee Lakes PUD Special Conditions
Page 1 of 1

1. The Master Development Plan includes potential impacts to the wetland protection zones and shoreline protection zones. If at the time of subdivision plan review, the project includes impacts to the wetland or shoreline protection zones, the applicant may request approval of a mitigation plan consistent with Sections 5.03.07 or 5.04.06.
2. The Developer shall be required to complete a transportation study and implement project related transportation improvements consistent with the requirements of Florida Statutes and the Town of Dundee Unified Land Development Code.
3. The Town of Dundee may, in its sole discretion, require the Developer to enter into a mutually agreeable Agreement in order to clarify and/or resolve any issue(s) or impacts related to transportation concurrency which includes (i) the perimeter roadways (Swan Road, H.L. Smith Road, Lake Marie Drive, other unnamed roadway) which impact the Reserve at Dundee development; and (ii) any developer's agreement(s) or development agreement(s) recorded in the Public Records of Polk County, Florida.
4. Except as otherwise may be approved by the Town, all perimeter roads (H. L. Smith road, Lake Marie Drive, unnamed road by neighborhood 1, and unnamed right-of-way by neighborhood 5) shall be shown to have adequate rights-of-way or land shall be dedicated to meet the minimum standard(s) set forth by the Town of Dundee Unified Land Development Code.
5. The water capacity for all agricultural wells shall be dedicated to the Town of Dundee at time of development of each neighborhood/phase.
6. The Developer shall submit a proposed phasing schedule to assist the Town in planning for water and wastewater services.
7. All internal road rights-of-way shall be at a minimum 50' and shall be constructed in accordance with the requirements set forth by the Town of Dundee Unified Land Development Code.

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

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

WATER SUPPLY ALLOCATION AGREEMENT

THIS **WATER SUPPLY ALLOCATION AGREEMENT** (the "Agreement") is made and entered into this 10th day of September, 2024, by and between **DUNDEE RESERVE HOLDINGS, LLC**, an active Delaware limited liability company, whose address is 36 Charming Way, Lakewood, New Jersey 08701 (the "OWNER") which is authorized to do business in the State of Florida, and the **TOWN OF DUNDEE, FLORIDA**, a municipal corporation created under the laws of the State of Florida ("TOWN").

FACTUAL RECITALS

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

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

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

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

SECTION 2. WATER ALLOCATION TRANSFER. The OWNER hereby consents and agrees to transfer and transfers the water allocation (whether surface water, groundwater, or both) allocated by the Southwest Florida Water Management District ("SWFWMD") under consumptive use/water use permit numbers, as more particularly described in **Exhibit "B"** attached to and incorporated in this Agreement, (and any other unpermitted water allocation associated with any wells on the Property) to the TOWN. The permitting quantity for the well(s) is currently 208,000 gallons per day ("GPD") (Annual Average). OWNER further agrees to transfer said permit to TOWN if necessary to effectuate the transfer of the water allocation to the TOWN and execute any documents and/or take any and all other actions determined necessary by the TOWN in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. Provided further that OWNER shall be responsible for any costs and/or actions required by SWFWMD and/or any agencies with jurisdiction in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. This transfer shall become effective upon the effective date of this Agreement. The Town, upon credit or increase to the Town WUP from SWFWMD arising out of the transfer of the Wells, shall allocate and assign any increase or credit to the Town's WUP to the Owner, or related entities, on a pro rata basis for the purpose of establishing concurrency for Owner's projects located within the Town's Chapter 180 Utility Service Area.

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

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

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

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

the Property.

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

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

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

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

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

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

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

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

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

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

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

keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, the OWNER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

IF THE OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, LITA O'NEILL, AT 863-438-8330, EXT. 238, LONEILL@TOWNOFDUNDEE.COM, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.


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

[Remainder of page intentionally left blank]

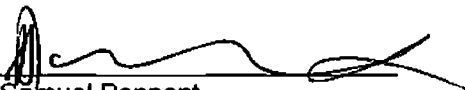
IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the date and year first above written.

ATTEST:

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

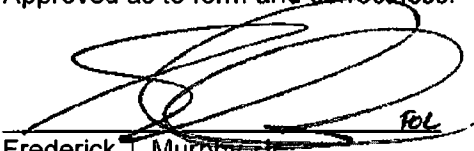


Lita O'Neill
Town Clerk



Samuel Pennant
Mayor

Approved as to form and correctness:




Frederick J. Murphy, Jr.
Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

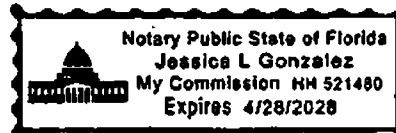
Before me, by means of physical presence or online notarization, the undersigned authority, this day personally appeared **SAMUEL PENNANT**, as Mayor of the Town of Dundee, Florida, a Florida municipal corporation, to me well known and known to me to be the individual described in and/or produced _____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

WITNESS my hand and official seal this 10 day of 9, 2024.

My Commission expires:
4-28-2028



Notary Public in and for the State of Florida at Large



OWNER

Dundee Reserve Holdings, LLC
a Delaware limited liability company

By: [Signature]
Print Name: Moische Goldshmidt

Its: Manager

Date: 8/27/24

[CORPORATE SEAL]

Gamaliel Rodriguez
↑ Witness signature ↑

↑ Witness signature ↑
Print witness name: Gamaliel Rodriguez

R. D. Kamm
↑ Witness signature ↑

↑ Witness signature ↑
Print witness name: RATESH KANERIA



GAMALIEL RODRIGUEZ
Commission # HH 572461
Expires July 17, 2028

STATE OF FL
COUNTY OF Polk

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

WITNESS my hand and official seal this 27 day of August, 2024.

My Commission expires: July, 27 2028

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

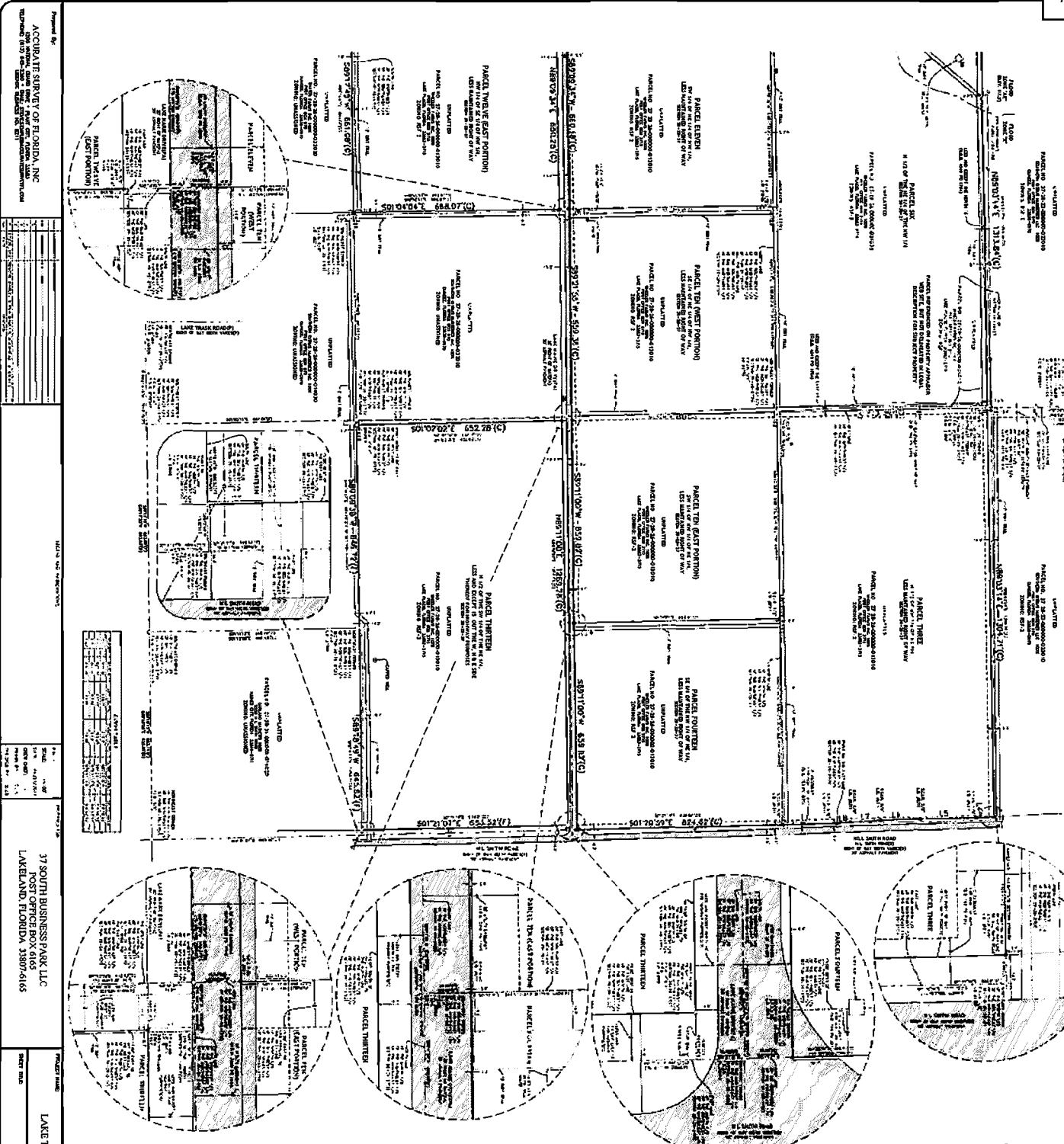


GAMALIEL RODRIGUEZ
Commission # HH 572461
Expires:

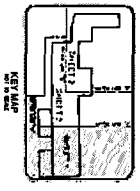
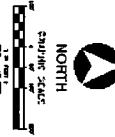


GAMALIEL RODRIGUEZ
Commission # HH 572461
Expires July 17, 2028

Exhibit "A"
BOUNDARY SURVEY



SECTION(S) 21, 26 AND 27, TOWNSHIP 28 SOUTH, RANGE 27 EAST
 LAKE COUNTY, FLORIDA



SURVEYOR'S REPORT

LEGAL DESCRIPTION

The following is a true and correct copy of the original survey report as prepared by the Surveyor, and the same is hereby certified to be a true and correct copy of the original survey report as prepared by the Surveyor.

SURVEYOR'S CERTIFICATE

I, the undersigned, being duly qualified and sworn as a Surveyor for the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original survey report as prepared by the Surveyor.

DATE: 07/20/24

PAGE: 1 of 3

Prepared by:
ACCURATE SURVEY OF FLORIDA, INC.
 37 SOUTH BUSINESS PARK, LLC
 POST OFFICE BOX 6165
 LAKELAND, FLORIDA 33897-6165

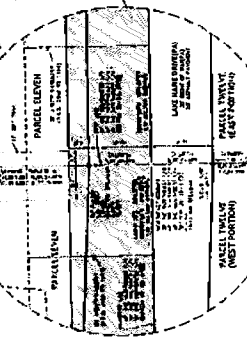
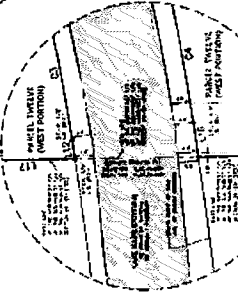
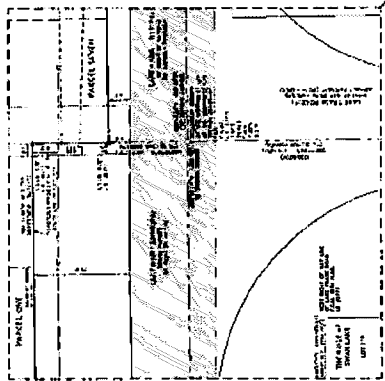
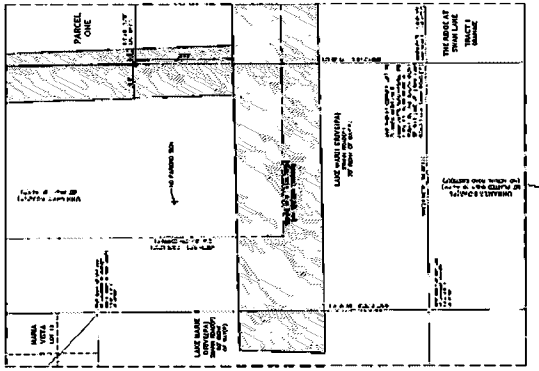
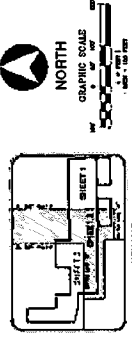
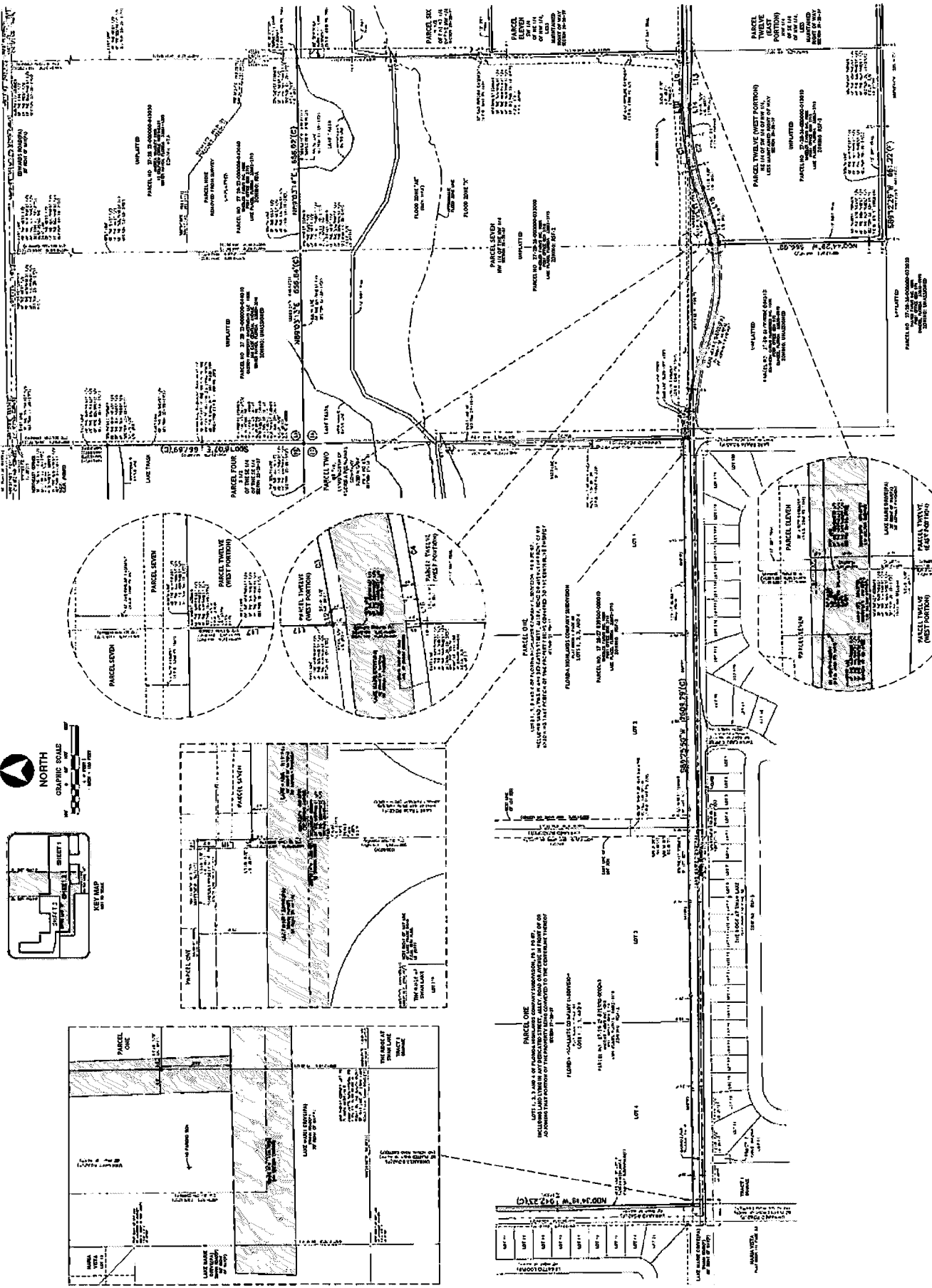
Project Name:
LAKE TRASK (WHEELER FARMS PROPERTY)
 BOUNDARY SURVEY

Scale:
 1" = 40'

Sheet:
 1 of 3

BOUNDARY SURVEY

SECTION(S) 22, 23, 26 AND 27, TOWNSHIP 28 SOUTH, RANGE 27 EAST
POLK COUNTY, FLORIDA



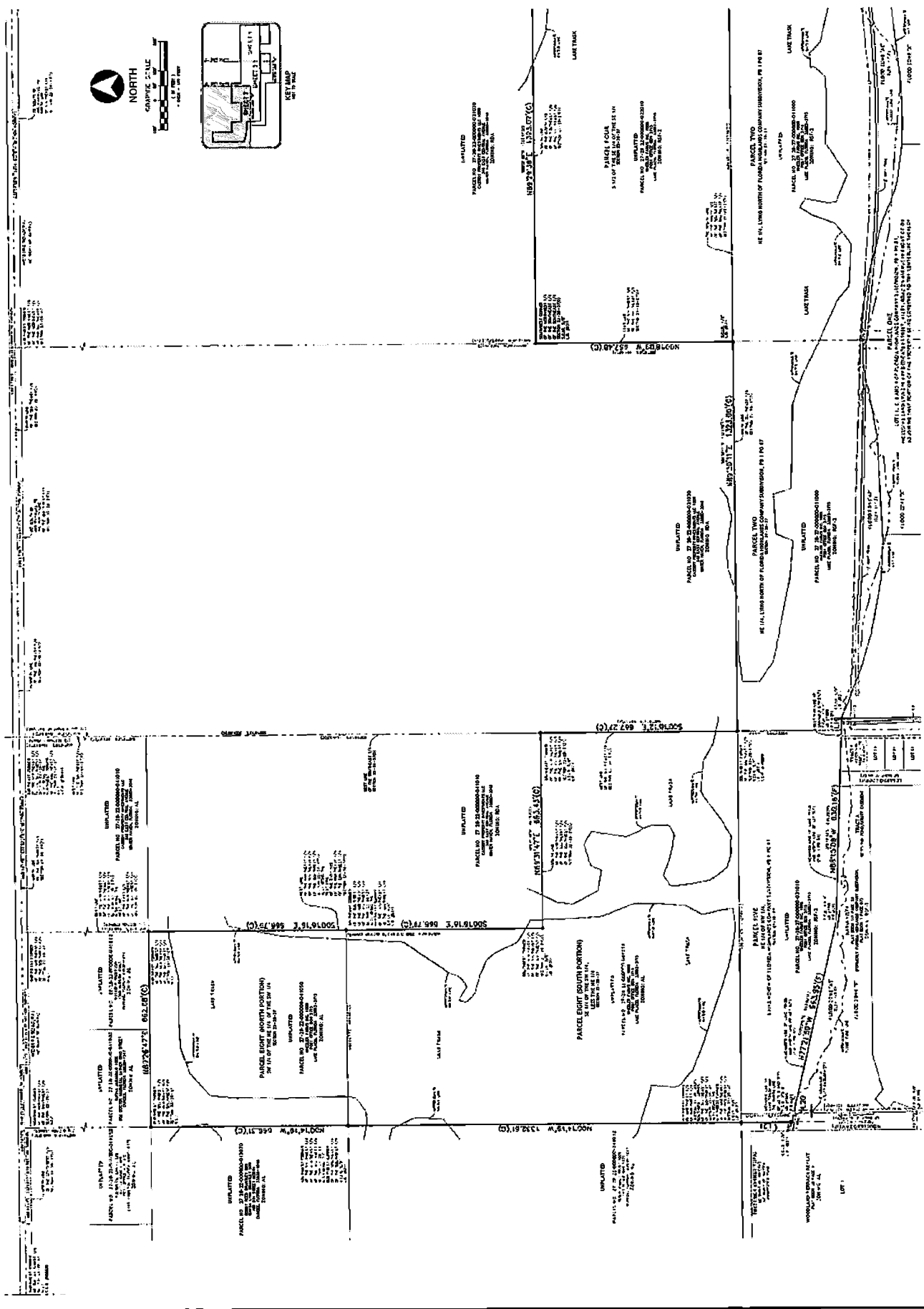
LAKE TRASK (WHEELER FARMS PROPERTY)
BOUNDARY SURVEY

37 SOUTH BUSINESS PARK, LLC
POST OFFICE BOX 6165
LAKELAND, FLORIDA 33807-6165

NO.	DESCRIPTION	AREA	PERCENTAGE	REMARKS
1	PARCEL ONE	0.12	100%	
2	PARCEL TWO	0.12	100%	
3	PARCEL THREE	0.12	100%	
4	PARCEL FOUR	0.12	100%	
5	PARCEL FIVE	0.12	100%	
6	PARCEL SIX	0.12	100%	
7	PARCEL SEVEN	0.12	100%	
8	PARCEL EIGHT	0.12	100%	
9	PARCEL NINE	0.12	100%	
10	PARCEL TEN	0.12	100%	
11	PARCEL ELEVEN	0.12	100%	
12	PARCEL TWELVE (WEST PORTION)	0.12	100%	

Prepared by:
ACCURATE SURVEY OF FLORIDA, INC.
REGISTERED PROFESSIONAL SURVEYOR
STATE OF FLORIDA LICENSE NO. 12511

BOUNDARY SURVEY



PROPERTY OWNER		PROJECT NAME	
37 SOUTH BUSINESS PARK LLC POST OFFICE BOX 6165 LAKELAND, FLORIDA 33807-6165		LAKE TRASK (WHEELER FARMS PROPERTY)	
Prepared By: ACCURATE SURVEY OF FLORIDA, INC. 10000 W. US HWY 90, SUITE 200 LAKELAND, FLORIDA 33853-1000 PHONE: 813-917-1111 FAX: 813-917-1112		TRACT TITLE: BOUNDARY SURVEY	



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
TDD only: 1-800-231-6103 (FL only)
On the Internet at WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

8/4/2022

Dundee Reserve Holdings, LLC
Attn: Hannah Nachison
36 Charming Way
Lakewood, NJ 08701

Subject: Transfer of Water Use Permit No. 20004105.008

Dear Ms. Nachison:

The Water Use Permit referenced above has been transferred. Please note that the transfer of the Water Use Permit only authorizes continuance of the activities currently listed in the permit. Any changes to the withdrawals, use type, or water use must be approved through a Water Use Permit Modification application prior to the changes. Please be advised the Permittee is responsible for compliance with all terms of the permit including the Special and Standard Conditions listed in the Permit. This includes any data reporting such as meter readings, pumpage, water quality, or water levels as well as any water conservation or feasibility analysis. In the event a water shortage order is declared, the District may modify the permit. Additionally, the permit may be subject to any new rules adopted by the District.

If you have any questions or concerns regarding your permit or any other information, please contact Shelbi More, at extension 2085, in the Tampa Service Office, Water Use Permit Bureau.

Sincerely,

Shelbi More
Water Use Permitting Intern
Water Use Permit Bureau
Regulation Division

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 004105.008**

PERMIT ISSUE DATE: April 22, 2020

EXPIRATION DATE: April 24, 2040

The Permittee is responsible for submitting an application to renew this permit no sooner than one year prior to the expiration date, and no later than the end of the last business day before the expiration date, whether or not the Permittee receives prior notification by mail. Failure to submit a renewal application prior to the expiration date and continuing to withdraw water after the expiration date is a violation of Chapter 373, Florida Statutes, and Chapter 40D-2, Florida Administrative Code, and may result in a monetary penalty and/or loss of the right to use the water. Issuance of a renewal of this permit is contingent upon District approval.

TYPE OF APPLICATION: Renewal

GRANTED TO: Wheeler Farms, Inc. / Attn: David P. Wheeler
Post Office Box 2715
Lake Placid, FL 33862

Transferred On: August 4, 2022
To: Dundee Reserve Holdings, LLC
Attn: Hannah Nachison
36 Charming Way
Lakewood, NJ 08701
Expiration Date: April 24, 2040
New Permit No: 20004105.009

PROJECT NAME: Wheeler Farms/Lake Marie

WATER USE CAUTION AREA(S): SOUTHERN WATER USE CAUTION AREA

COUNTY: Polk

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)	
ANNUAL AVERAGE	208,000 gpd
PEAK MONTH ¹	1,268,700 gpd
DROUGHT ANNUAL AVERAGE ²	283,500 gpd
CROP PROTECTION/MAXIMUM ³	6,156,200 gpd

1. Peak Month: Average daily use during the highest water use month.
2. Drought Annual Average: Annual average limit when less than historical average rainfall if sufficient Water Conservation credits exist in the Permittee's account.
3. Crop Protection/Maximum: Maximum use allowed any 24-hour period/Frost and Freeze protection of crops.

ABSTRACT:

This is a renewal of an existing water use permit for agricultural use. The authorized quantities have not changed from those previously permitted. The annual average quantities are 208,000 gallons per day (gpd), drought annual average quantities are 283,500 gpd, peak month quantities are 1,268,700 gpd, and crop protection quantities are 6,156,200 gpd. There is no change in use type from the previous revision. These quantities are based on the District's irrigation allotment calculation program, AGMOD. The permittee is not using alternative water supplies because none are feasible at this time. This permit is located within the Southern Water Use Caution Area and the Central Florida Water Initiative .

This application satisfies existing conditions for permit issuance because reasonable assurances have been approved that demonstrate that water resources, existing legal users, offsite land uses, and surface water and groundwater quality will not be adversely impacted. Additionally, documentation has been provided that demonstrates the request is necessary to fulfill a reasonable demand, conservation measures will be incorporated, and an evaluation of alternative water has been provided. The recommended permit duration is commensurate with the applicant's ability to satisfy conditions of permit issuance.

The CFWI is a collaborative regional water supply endeavor to protect, conserve, and restore water resources in the area by working to accomplish the goals presented in the Central Florida Water Initiative Guidance Document. These goals include crafting long-term water supply solutions for the Central Florida region. The CFWI effort may also result in specific regulatory requirements. While the scope and content of these regulatory requirements are unknown at this time, it is possible they may include requirements that are related to the Permittee's relative contribution to the water resource impact being addressed, the timing of permit issuance compared to other existing legal users, and/or include other considerations identified by the CFWI Solutions Planning and Regulatory Teams. Therefore, this permit includes Special Conditions that provide specific notification that the permit may be modified during the term of the permit to address unanticipated harm or impacts to existing legal users that is occurring or is projected to occur from the Permittee's authorized withdrawal over the permit duration. Since this application is located within the CFWI area, it is necessary for the applicant to consider implementing the heightened water conservation requirements defined in the Special Conditions. The applicant is advised to carefully consider its infrastructure investments in light of the on-going Central Florida Water Initiative.

Special conditions include those that require the Permittee to record and report meter readings monthly, cap withdrawals not in use, comply with allocated irrigation quantities, investigate the feasibility of using reclaimed water, submit annual irrigation water use crop reports, eliminate off-site discharge through Best Management Practices, and comply with the Southern Water Use Caution Area recovery strategy.

WATER USE TABLE (in gpd)

<u>USE</u>	<u>ANNUAL AVERAGE</u>	<u>PEAK MONTH</u>	<u>DROUGHT ANNUAL AVERAGE</u>	<u>CROP PROTECTION /MAXIMUM</u>
Agricultural	208,000	1,268,700	283,500	6,156,200

USES AND IRRIGATION ALLOCATION RATE TABLE

<u>CROP/USE TYPE</u>	<u>IRRIGATED ACRES</u>	<u>IRRIGATION METHOD</u>	<u>STANDARD IRRIGATION RATE</u>	<u>DROUGHT IRRIGATION RATE</u>
Citrus	204.00	Low Volume Spray	15.30"/yr.	20.89"/yr.

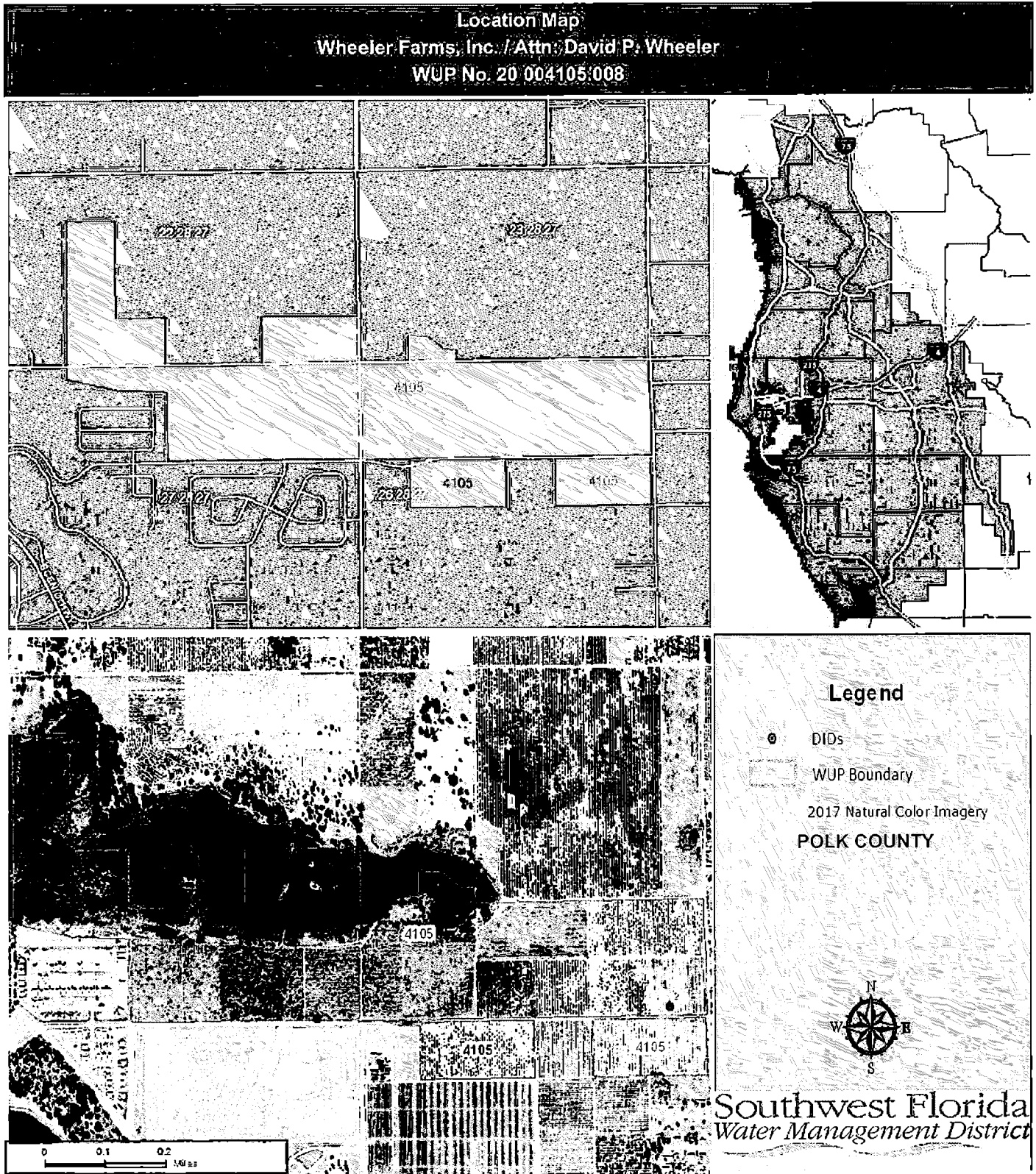
WITHDRAWAL POINT QUANTITY TABLE

Water use from these withdrawal points are restricted to the quantities given below :

<u>I.D. NO. PERMITTEE/ DISTRICT</u>	<u>DIAM (in.)</u>	<u>DEPTH TTL./CSD.FT. (feet bls)</u>	<u>USE DESCRIPTION</u>	<u>AVERAGE (gpd)</u>	<u>PEAK MONTH (gpd)</u>	<u>CROP PROTECTION (gpd)</u>
1 / 1	12	660 / 110	Irrigation	72,400	441,600	2,537,300
2 / 2	6	300 / UNK	Irrigation	31,600	192,800	633,600
4 / 4	10	1,000 / UNK	Irrigation	86,700	528,600	1,761,100
6 / 6	10	560 / 200	Irrigation	17,300	105,700	1,224,200

WITHDRAWAL POINT LOCATION TABLE

<u>DISTRICT I.D. NO.</u>	<u>LATITUDE/LONGITUDE</u>
1	28° 01' 21.61"/81° 35' 20.18"
2	28° 01' 22.19"/81° 35' 02.80"
4	28° 01' 21.08"/81° 35' 47.80"
6	28° 01' 32.38"/81° 35' 26.32"



STANDARD CONDITIONS:

The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit A and made a part hereof.

SPECIAL CONDITIONS:

1. All reports and data required by condition(s) of the permit shall be submitted to the District according to the due date(s) contained in the specific condition. If the condition specifies that a District-supplied form is to be used, the Permittee should use that form in order for their submission to be acknowledged in a timely manner. The only alternative to this requirement is to use the District Permit Information Center (www.swfwmd.state.fl.us/permits/epermitting/) to submit data, plans or reports online. There are instructions at the District website on how to register to set up an account to do so. If the report or data is received on or before the tenth day of the month following data collection, it shall be deemed as a timely submittal.

All mailed reports and data are to be sent to:

Southwest Florida Water Management District
Tampa Service Office, Water Use Permit Bureau
7601 U.S. Hwy. 301 North
Tampa, Florida 33637-6759

Submission of plans and reports: Unless submitted online or otherwise indicated in the special condition, the original and two copies of each plan and report, such as conservation plans, environmental analyses, aquifer test results, per capita annual reports, etc. are required.

Submission of data: Unless otherwise indicated in the special condition, an original (no copies) is required for data submittals such as crop report forms, meter readings and/or pumpage, rainfall, water level, evapotranspiration, or water quality data.
(499)

2. The Permittee shall document and report on District forms, the beginning and ending hours and dates of operation of each withdrawal point used for the protection of crops from frost, freeze or heat damage. The report shall include the gallons per day pumped from each withdrawal point based on irrigation system capacity, or if available, totalizing flow meter readings. This report shall be submitted by the 10th day of the month following irrigation for crop protection. The crop protection daily quantities specified in this permit are solely for the purpose of crop protection, and do not apply to routine irrigation practices. Irrigation for crop protection shall not exceed the crop protection daily quantity listed on the permit and shall not cause water to go to waste.
(1)
3. The Permittee shall evaluate the feasibility of improving the efficiency of the current irrigation system or converting to a more efficient system. This condition includes implementation of the improvement(s) or conversion when determined to be operationally and economically feasible.(296)
4. The Permittee shall implement a leak detection and repair program as an element of an ongoing system maintenance program. This program shall include a system-wide inspection at least once per year.(309)
5. The Permittee shall incorporate best water management practices, specifically including but not limited to irrigation practices, as recommended for the permitted activities in reports and publications by the IFAS.(312)
6. The Permittee shall limit daytime irrigation to the greatest extent practicable to reduce losses from evaporation. Daytime irrigation for purposes of system maintenance, control of heat stress, crop protection, plant establishment, or for other reasons which require daytime irrigation are permissible; but should be limited to the minimum amount necessary as indicated by best management practices.
(331)
7. Within 90 days of the replacement of any or all withdrawal quantities from ground water or surface water bodies with an Alternative Water Supply, the Permittee shall apply to modify this permit to place

equal quantities of permitted withdrawals from the ground and/or surface water resource on standby. The standby quantities can be used in the event that some or all of the alternative source is not available.(363)

8. The Permittee shall geophysically (caliper) or video log District ID Nos. 2 and 4, Permittee ID Nos. 2 and 4, if the pump assembly is removed for maintenance or replacement within the term of this permit. If the Permittee does not have to remove the pump assembly during the term of this permit, he or she shall notify the District in writing upon submittal of their application to renew their water use permit (WUP). Such notification will not prejudice the Permittee's application. The District does not require the Permittee to remove the well assembly for the single purpose of logging the well.

The geophysical or video log must clearly show the diameter and total depth of each well, and the casing depth and casing continuity in each well. If a video log is made of the well, it shall clearly show the WUP number, Permittee name, and well identification number on the tape itself. One copy of the log shall be submitted to the District within 30 days of the logging event. Upon sufficient notice (approximately two to three weeks), the District can caliper log the well(s) at no cost to the Permittee; however, the Permittee shall remove the pump assembly at their own cost and prior to the arrival of the District logging vehicle on location.

Until such time as the logging is performed, the District shall continue to assess withdrawal impacts, and credit existing use per aquifer based on the assumption that multiple aquifers are open in the well bore. If an analysis of the log with respect to geology or hydrogeology is made, the report must be signed and sealed by a Professional Geologist who is registered and in good standing with the Florida Department of Business and Professional Regulation.
(408)

9. Permittee shall not exceed the quantity determined by multiplying the total irrigated acres by the total allocated acre-inches per irrigated acre per season for each crop type. For all crops except Citrus, an irrigated acre, hereafter referred to as "acre," is defined as the gross acreage under cultivation, including areas used for water conveyance such as ditches, but excluding uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches. For Citrus, an irrigated acre is based on 74% shaded area, equivalent to 89.4% of the gross acreage minus uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches.

An applicant or permittee within the Southern Water Use Caution Area may obtain the total allocated acre-inches per acre per season for their crops, plants, soil types, planting dates, and length of growing season by completing the "Irrigation Water Allotment Form" and submitting it to the District. The District will complete and return the form with the calculated total allocated acre-inches and water conserving credit per acre per season per crop, if applicable, based on the information provided. The "Irrigation Water Allotment Form" is available upon request.
(427)

10. The Permittee shall immediately implement the District-approved water conservation plan dated April 3, 2020 that was submitted in support of the application for this permit. Conservation measures that the Permittee has already implemented shall continue, and proposed conservation measures shall be implemented as proposed in the plan. Progress reports on the implementation of water conservation practices indicated as proposed in the plan as well as achievements in water savings that have been realized from each water conservation practice shall be submitted May 1, 2030.(449)
11. The Permittee shall investigate the feasibility of increasing the use of or using reclaimed water for irrigation when notified by the District that reclaimed water may be available in sufficient supply to be utilized for this permit. The Permittee shall submit a report documenting the feasibility investigation within six months of the notification. The report shall contain an analysis of reclaimed water sources for the area, including the relative location of these sources to the Permittee's property, the quantity of reclaimed water available, the projected date(s) of availability, costs associated with obtaining the reclaimed water, and an implementation schedule for reuse, if feasible. Infeasibility shall be supported with a detailed explanation. If the use of reclaimed water is determined to be feasible by the Permittee or by the District, then the Permittee shall submit an application to modify this water use permit to include reclaimed water as a source of water. The modification application shall include a date when the reclaimed water will be available and shall indicate a proposed reduction in permitted quantities. If the permit application is not submitted by the Permittee, the District may reduce, following notice to the Permittee, the quantities authorized with this permit to account for the availability of reclaimed water.

(458)

12. The Permittee shall record the following information on the Irrigation Water Use Form that is supplied by the District for annual crops for each permitted irrigation withdrawal point, District ID. No(s). 1, 2, 4, and 6, Permittee ID No(s). 1, 2, 4, and 6:
1. Crop type,
 2. Irrigated acres,
 3. Irrigation method (NTBWUCA only),
 4. Dominant soil type per crop or the number of acres per crop on that dominant soil type, and
 5. If used, quantities used for crop protection.

This information shall be submitted by March 1 of each year documenting irrigation for the previous calendar year.

(474)

13. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C.(568)
14. The Permittee shall comply with allocated irrigation quantities, which are determined by multiplying the total irrigated acres by the total allocated inches per acre per season per actual crop grown. If the allocated quantities are exceeded, upon request by the District, the Permittee shall submit a report that includes reasons why the allocated quantities were exceeded, measures taken to attempt to meet the allocated quantities, and a plan to bring the permit into compliance. The District will evaluate information submitted by Permittees who exceed their allocated quantities to determine whether the lack of achievement is justifiable and a variance is warranted. The report is subject to approval by the District; however, justification for exceeding the allowed withdrawal quantity does not constitute a waiver of the District's authority to enforce the terms and conditions of the permit.(651)
15. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.(652)
16. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief: District ID No(s). 1, 2, 4, and 6, Permittee ID No(s). 1, 2, 4, and 6. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(719)
17. This project is located in the Central Florida Water Initiative (CFWI) area, an area with on-going impacts to water resources which are being addressed by the CFWI. If the District determines that adverse impacts to water resources or existing legal users are occurring or are projected to occur because of the Permittee's authorized withdrawals over the permit duration, the District, upon reasonable notice to the Permittee and including a statement of facts upon which the District based its determination, may modify quantities permitted or other conditions of the permit, as appropriate, to address the impact, but only after an opportunity for the Permittee to resolve or mitigate the impact or to request a hearing. Such modification, if any, will consider such factors as the Permittee's relative contribution to the water resource impact being addressed due to groundwater withdrawals, the timing of this permit issuance compared to presently existing legal use of water, and other considerations identified by the CFWI Solutions Planning and Regulatory Teams. Modifications may include mitigation of impacts and / or reconsideration of allocations or requirements to timely implement required actions that are consistent with the long-term, regional water supply solutions as implemented by rules. Such actions may include the development of alternative water supplies, the implementation of water resource and / or water supply development projects, the application of impact offsets or substitution credits, operating plans, heightened water conservation or other appropriate actions. Nothing in this condition is intended to abrogate the rights of the Governing Board or of any other person under Section 373.233, Florida Statute.(1025)
18. The Central Florida Water Initiative documented existing water resource environmental impacts within its boundaries. This Initiative remains underway and is, in part, crafting long-term water supply solutions for the region. As a component of immediate, interim measures the Permittee is encouraged

to participate in the District's on-going, heightened water conservation public education program. Given the Permittee's use class, opportunities may include such activities as participation in water conservation public service announcements, demonstrations of irrigation efficiency at community gardens, posting water conservation information or links on the Permittee's website. Please contact the Water Use Permit Bureau Chief at 813 985-7481, to discuss opportunities for participation in this important District effort.(1026)

19. The permittee is eligible for water conserving credits on May 1, 2030 through the submittal of a Letter Modification Application." The Permittee must be in compliance with all permit conditions and have submitted all appropriate seasonal and annual crop reporting forms to be eligible for the additional water conserving credits. The available water conserving credit quantity will be equal to twice the difference between the 5-in-10 and 2-in-10 irrigation requirements as determined by AGMOD.(1027)

40D-2
Exhibit A

WATER USE PERMIT STANDARD CONDITIONS

1. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, collect samples, take measurements, observe permitted and related facilities and collect and document any information deemed necessary to determine compliance with the approved plans, specifications and conditions of this permit. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
2. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
3. A District identification tag shall be prominently displayed at each withdrawal point that is required by the District to be metered or for which withdrawal quantities are required to be reported to the District, by permanently affixing the tag to the withdrawal facility.
4. The Permittee shall mitigate any adverse impact to environmental features or offsite land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Examples of adverse impacts include the following:
 - A. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - B. Damage to crops and other vegetation causing financial harm to the owner; and
 - C. Damage to the habitat of endangered or threatened species.
5. The Permittee shall mitigate any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District may require the Permittee to mitigate the impacts. Adverse impacts include:
 - A. A reduction in water levels which impairs the ability of a well to produce water;
 - B. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - C. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of an aquifer or water body.
6. Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40D-1.6105, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
7. All withdrawals authorized by this WUP shall be implemented as conditioned by this permit, including any documents submitted as part of the permit application incorporated by reference in a permit condition. This permit is subject to review and modification, enforcement action, or revocation, in whole or in part, pursuant to Section 373.136 or 373.243, F.S.
8. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
9. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below the applicable minimum water level established in Chapter 40D-8, F.A.C., or rates of flow in streams fall below the minimum levels established in Chapter 40D-8, F.A.C.
10. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.

11. A Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and Rule 40D-2.331, F.A.C., are applicable to permit modifications.
12. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.
13. The District may establish special regulations for Water-Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.
14. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
15. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that a statement in the application and in the supporting data are found to be untrue and inaccurate, the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing, pursuant to sections 373.136 or 373.243, F.S. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
16. Within the Southern Water Use Caution Area, if the District determines that significant water quantity or quality changes, impacts to existing legal uses, or adverse environmental impacts are occurring, the District, upon reasonable notice to the Permittee, including a statement of facts upon which the District based its determination, may reconsider the quantities permitted or other conditions of the permit as appropriate to address the change or impact, but only after an opportunity for the Permittee to resolve or mitigate the change or impact or to request a hearing.
17. All permits are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.

Exhibit B
Instructions

METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the tenth day of the following month for monthly reporting frequencies. For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the tenth day of the month following the sixth month of recorded data. The Permittee shall submit meter readings online using the Permit Information Center at www.swfwmd.state.fl.us/permits/epermitting/ or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

The meters shall adhere to the following descriptions and shall be installed or maintained as follows:

1. The meter(s) shall be non-resettable, totalizing flow meter(s) that have a totalizer of sufficient magnitude to retain total gallon data for a minimum of the three highest consecutive months permitted quantities. If other measuring device(s) are proposed, prior to installation, approval shall be obtained in writing from the Water Use Permit Bureau Chief.
2. The Permittee shall report non-use on all metered standby withdrawal facilities on the scanning form or approved alternative reporting method.
3. If a metered withdrawal facility is not used during any given month, the meter report shall be submitted to the District indicating the same meter reading as was submitted the previous month.
4. The flow meter(s) or other approved device(s) shall have and maintain an accuracy within five percent of the actual flow as installed.
5. Meter accuracy testing requirements:
 - A. For newly metered withdrawal points, the flow meter installation shall be designed for inline field access for meter accuracy testing.
 - B. The meter shall be tested for accuracy on-site, as installed according to the Flow Meter Accuracy Test Instructions in this Exhibit B, every five years in the assigned month for the county, beginning from the date of its installation for new meters or from the date of initial issuance of this permit containing the metering condition with an accuracy test requirement for existing meters.
 - C. The testing frequency will be decreased if the Permittee demonstrates to the satisfaction of the District that a longer period of time for testing is warranted.
 - D. The test will be accepted by the District only if performed by a person knowledgeable in the testing equipment used.
 - E. If the actual flow is found to be greater than 5% different from the measured flow, within 30 days, the Permittee shall have the meter re-calibrated, repaired, or replaced, whichever is necessary. Documentation of the test and a certificate of re-calibration, if applicable, shall be submitted within 30 days of each test or re-calibration.
6. The meter shall be installed according to the manufacturer's instructions for achieving accurate flow to the specifications above, or it shall be installed in a straight length of pipe where there is at least an upstream length equal to ten (10) times the outside pipe diameter and a downstream length equal to two (2) times the outside pipe diameter. Where there is not at least a length of ten diameters upstream available, flow straightening vanes shall be used in the upstream line.
7. Broken or malfunctioning meter:
 - A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.
 - B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.
 - C. If the meter is removed from the withdrawal point for any other reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.
8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted

- by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.
9. In the event a new meter is installed to replace a broken meter, it and its installation shall meet the specifications of this condition. The permittee shall notify the District of the replacement with the first submittal of meter readings from the new meter.

FLOW METER ACCURACY TEST INSTRUCTIONS

1. **Accuracy Test Due Date** - The Permittee is to schedule their accuracy test according to the following schedule:
 - A. For existing metered withdrawal points, add five years to the previous test year, and make the test in the month assigned to your county.
 - B. For withdrawal points for which metering is added for the first time, the test is to be scheduled five years from the issue year in the month assigned to your county.
 - C. For proposed withdrawal points, the test date is five years from the completion date of the withdrawal point in the month assigned to your county.
 - D. For the Permittee’s convenience, if there are multiple due-years for meter accuracy testing because of the timing of the installation and/or previous accuracy tests of meters, the Permittee can submit a request in writing to the Water Use Permit Bureau Chief for one specific year to be assigned as the due date year for meter testing. Permittees with many meters to test may also request the tests to be grouped into one year or spread out evenly over two to three years.
 - E. The months for accuracy testing of meters are assigned by county. The Permittee is requested but not required to have their testing done in the month assigned to their county. This is to have sufficient District staff available for assistance.

January	Hillsborough
February	Manatee, Pasco
March	Polk (for odd numbered permits)*
April	Polk (for even numbered permits)*
May	Highlands
June	Hardee, Charlotte
July	None or Special Request
August	None or Special Request
September	Desoto, Sarasota
October	Citrus, Levy, Lake
November	Hernando, Sumter, Marion
December	Pinellas

* The permittee may request their multiple permits be tested in the same month.

2. **Accuracy Test Requirements:** The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:
 - A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.
 - B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or longer per test until consistent results are obtained.
 - C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.
 - D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.
3. **Accuracy Test Report:** The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:
 - A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.101.00 (5/14) for each flow meter tested. This form can be obtained from the District’s website (www.watermatters.org) under “ePermitting and Rules” for Water Use Permits.

- B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a printout;
- C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;
- D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.
- E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.
- F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items.

April Breton

Authorized Signature
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This permit, issued under the provision of Chapter 373, Florida Statutes and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined above, and may require various activities to be performed by the Permittee as described in the permit, including the Special Conditions. The permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

Exhibit "C"

CONCURRENCY DEVELOPER'S AGREEMENT

THIS CONCURRENCY DEVELOPER'S AGREEMENT ("Agreement") is made this _____ day of _____, 2024 by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **DUNDEE RESERVE HOLDINGS, LLC**, an active Delaware limited liability company, authorized to do business in the State of Florida, the address of which is 36 Charming Way, Lakewood, New Jersey 08701 (the "Developer").

FACTUAL RECITALS

WHEREAS, Town is a Florida municipal corporation 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, Town is vested with governmental, corporate and proprietary powers to enable municipal governments to conduct and perform municipal functions and render municipal services, including the exercise of any power for municipal purposes; and

WHEREAS, the Developer is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number(s): 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, and 272826-000000-013010 which totals approximately 305 acres (the "Property"); and

WHEREAS, the Developer is pursuing residential development of the Property; and

WHEREAS, the Reserve at Dundee Lakes development (the "Development") which is located within the municipal boundaries of the Town is proposed to be developed on the Property; and

WHEREAS, the Public Supply Water Use Permit for the Town (the "Town WUP"), Water Use Permit No. 20005893.012, authorizes the withdrawal of 917,500 gallons per day; and

WHEREAS, pursuant to the Town WUP, the Town does not have the permitted capacity to necessary to support the potable water needs and/or demands for the Development; and

WHEREAS, Town and Developer acknowledge and agree that the Town is currently unable to provide allocable water capacity for the Development; and

WHEREAS, pursuant to applicable provisions of the Code of Ordinances of the Town of Dundee and Town of Dundee Land Development Code, the Town and Developer acknowledge and agree that the facilities and services needed to support the Development are not available; and

WHEREAS, Town and Developer acknowledge and agree that, pursuant to Section 7.02.03 of the Town Code, a development order and/or development permit will not be approved for the Development unless a satisfactory concurrency evaluation has been performed in accordance with Section 6.01.00 of the Town Code; and

WHEREAS, pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee

(the “Code”), the Town may require a developer/owner to enter into a developer’s agreement which sets forth in detail the terms and conditions under which the Town will provide utility service to the subject real property; and

WHEREAS, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer’s agreement may be required prior to approval(s) in order to provide for the necessary expansion of the Town’s water treatment facilities to serve the Development; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC, the Town and Developer acknowledge and agree that any Town approval(s) will not create a reservation of potable water plant or network capacity, or a commitment to provide service; and

WHEREAS, Town and Developer acknowledge and agree that, on August 23, 2022, at a duly noticed public meeting of the Town of Dundee Town Commission, the Town Commission considered and approved the Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, And The Town of Dundee, Florida (the “Interconnect Agreement”); and

WHEREAS, the Town approved Ordinance No. 21-20 (the “Ordinance”) which established a Planned Unit Development-Residential (PUD-R) on the Property (the “Project”), which permits Developer to construct up to an 865-unit single-family detached residential community, subject to the development requirements and special conditions contained within the Ordinance and the applicable local, state, and federal laws and regulations, a copy of the Ordinance is attached hereto and incorporated herein as **Exhibit “A”**;

WHEREAS, upon receipt of Certified Subdivision Plan (“CSP”) approval, the Developer shall be authorized to proceed with dry-line construction of potable water lines to serve the Development;

WHEREAS, on August 29, 2024, at a duly noticed public meeting, the Town Commission approved an Amendment to Agreement Regarding the Extension of Certain Equivalent Residential Connections For Reserved Capacity in the Town of Dundee’s Water Treatment Plant, renewing 306 water Equivalent Residential Connections (ERC Nos. 22-01 through 22-306) for a 24-month period beginning from July 25, 2024 through July 24, 2026, which ERCs are owned by the Developer;

WHEREAS, the Developer acknowledges and agrees that, upon completion of the dry-line construction and other required improvements for the Development, the Town may not be able to provide allocable water capacity for the Development; and

WHEREAS, Developer acknowledges, represents, and agrees that it accepts any and all of the risk(s) related to proceeding with the Development; and

WHEREAS, Town acknowledges and agrees that the Developer holds fee simple title to an agricultural well (the “Well”); and

WHEREAS, the Well has been issued a water use permit granted by the Southwest Florida Water Management District (“SWFWMD”), Water Use Permit No. 20004105.008 (the “Developer WUP”); and

WHEREAS, the Well provides irrigation water for agricultural uses on 305 acres of real

property which includes, but is not limited to, the Property; and

WHEREAS, Developer offered and agreed to cooperate with the Town and SWFWMD in transferring the Well and any capacity related thereto to the Town; and

WHEREAS, Town and Developer agree to enter into a Water Supply Allocation Agreement (the "Allocation Agreement") to facilitate the transfer the Well, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Well to the Town; and

WHEREAS, Town and Developer acknowledge and agree that, upon receiving a credit or increase to the Town's WUP from SWFWMD arising out of the transfer of the Developer WUP and/or closing of the Well, any increase or credit to the Town's WUP will be allocated to the Development on a pro-rata basis; and

WHEREAS, on November 8, 2022, the Town of Dundee Town Commission and Developer agreed that, as a condition precedent to its entering into this Agreement, Developer and its successors and permitted assigns indemnify and hold harmless the Town, its elected and appointed officials, employees and agents from any and all damages, claims, and/or other liabilities arising out of the Developer's construction of dry-lines, the Town's inability to provide allocable water capacity for the Development, and any subject covered by this Agreement; and

WHEREAS, Developer and its successors and assigns agree to indemnify and hold the Town, its elected and appointed officials, employees and agents harmless of and from any and all costs, expenses, damages, liability and claims (including reasonable attorneys' fees and costs) related to and/or arising out of this Agreement, the Allocation Agreement, and the transfer of the Well to the Town; and

WHEREAS, Developer acknowledges and agrees that any provision(s) set forth in this Agreement holding the Town, its elected and appointed officials, employees and agents harmless is intended to be as broad and inclusive as is permitted by the laws of the State of Florida; and

WHEREAS, Developer acknowledges, represents, and agrees that the Town's willingness to enter into this Agreement shall not be construed by the Developer and/or its successors and assigns as a waiver by the Town of applicable law; and

WHEREAS, Developer acknowledges, represents, and agrees that this Agreement is intended to and shall constitute a covenant running with the Property; and

WHEREAS, The parties acknowledge, represent and agree that the Town and Developer are not partners and/or joint venturers; and

WHEREAS, The parties agree that this Agreement shall be liberally construed in favor of the Town; and

WHEREAS, Town and Developer represent and agree that good and valuable consideration has been received by the parties for entering into this Agreement, and the Town and Developer acknowledge the sufficiency of the consideration received; and

WHEREAS, The Town Commission of the Town of Dundee finds that this Agreement between the Town and Developer to be in the best interests of the public health, safety, and

general welfare of the citizens and residents of the Town of Dundee.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

SECTION 1. RECITALS. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the entry into this Agreement between the Town and Developer.

SECTION 2. PURPOSE. The purpose of this Agreement is to acknowledge and memorialize that as of the Effective Date (as defined in 3.12 of this Agreement) of this Agreement, the Town (as defined in 3.2 of this Agreement) performed a concurrency evaluation and determined that it does not have the necessary public facilities and services needed to support the Development (as defined in 3.11 of this Agreement). This Agreement shall therefore establish the respective rights and obligations of the Town, Developer, and any successors-in-interest to the Town and Developer concerning the Development (as defined in 3.11 of this Agreement) and concurrency approval for same.

SECTION 3. DEFINITIONS. Term(s) used in this Agreement and/or any exhibits incorporated herein and made a part hereof shall possess the meanings, 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:

3.1 *“Applicable Law”* means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

3.2 *“Town”* means the Town of Dundee, Florida.

3.3 *“Dundee Representative”* means the Town Manager, or her/his designated appointee, who is authorized to act on behalf of the Town in the administration of this Agreement. The Dundee Representative does not have the authority to waive or modify any condition or term of this Agreement.

3.4 *“Developer”* means Dundee Reserve Holdings, LLC, an active Delaware limited liability company, authorized to transact business in the State of Florida, and any and all of the successors and permitted assigns of Dundee Reserve Holdings, LLC.

3.5 *“Developer Representative”* any agent, employee and/or person with either apparent authority to act on behalf of Developer or the written authorization of Developer to act on its behalf in the administration of this Agreement. The Developer Representative does not have the authority to waive or modify any condition or term of this Agreement.

3.6 “*Town Code*” means the Town of Dundee Code of Ordinances and Town of Dundee Land Development Code.

3.7 “*Day(s)*” means calendar day unless specifically stated otherwise.

3.8 “*Calendar Day(s)*” means all days in a 365-day calendar year.

3.9 “*Business Day(s)*” means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.

3.10 “*Town Commission*” means the duly elected Town of Dundee Town Commission and/or governing body of the Town of Dundee.

3.11 “*Development*” means the design, construction, paving, maintenance and improvements performed by the Developer for the Reserve at Dundee Lakes project which are the subject of this Agreement and located on, over, under and across the Property and related to and/or arising out of the Reserve at Dundee Lakes Subdivision.

3.12 “*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which the Town Commission, at a duly noticed public meeting, approves the Agreement.

3.13 “*Term*” means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in **SECTION 16** of this Agreement.

SECTION 4. OBLIGATIONS. The parties’ obligations pursuant to this Agreement are stated below:

4.1 Town Obligations.

4.1.1 Pursuant to the Town Code (as defined by 3.6 of this Agreement) and Applicable Law (as defined by 3.1 of this Agreement), the Development (as defined by 3.11 of this Agreement) shall be subject to development review by the Town; and, in accordance with the development regulations set forth by the Town Code and Applicable Law, upon the payment of the applicable and required fee(s) by or on behalf of the Developer, the Town agrees to review any and all requests for a development order and/or development or construction permit.

4.1.2 To the extent applicable, the Town shall negotiate and enter into a separate Water Supply Allocation Agreement (the “Allocation Agreement”) with the Developer (as defined by 3.4 of this Agreement).

4.1.3 The Town, upon entering into a separate Allocation Agreement with the Developer and receiving a credit or increase to the Public Supply Water Use Permit (No. 20005893.012) (the “Town WUP”) from SWFWMD arising out of the transfer of the Well and/or the Developer’s Water Use Permit (No. 20004105.008) (the “Developer WUP”), shall allocate

and assign any increase or credit to the Town's WUP will be allocated to the Development on a pro-rata basis.

4.2 Developer Obligations.

4.2.1 Pursuant to the Town Code and Applicable Law (as defined by 3.1 of this Agreement), the Developer (as defined by 3.4 of this Agreement) shall apply for and obtain any and all required development orders, development permits and/or development approvals for the Development (as defined by 3.11 of this Agreement).

4.2.2 Pursuant to Section(s) 54-5 and 6.01.07.04 of the Town Code, any new development or improvement located on any parcel of land within the municipal boundaries of the Town or within the Town's water and wastewater service area, shall be required to connect to the Town's water and wastewater system at the time of development.

4.2.3 If mutually determined by the Town and Developer to be applicable, the Developer (as defined by 3.4 of this Agreement) shall negotiate and enter into a separate Allocation Agreement with the Town; and, by entering into the Allocation Agreement, the Developer shall facilitate the transfer the Well, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Well to the Town.

4.2.4 Developer (as defined by 3.4 of this Agreement) releases, acquits and forever discharges the Town, its elected and appointed officials, employees, and agents of and from any and all known or unknown claims, causes of action, suits, debts, dues, sums of money, damages, judgments, and demands whatsoever, in law or in equity, which Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents by reason of any matter, cause or thing, from the beginning of the world until the date on which this Agreement is terminated and/or expires, which are specifically arising out of the Development. This Release includes, but is not limited to, any case, lien, suit and/or cause of action, including reasonable attorney's fees both trial and appellate, and all other claims Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents whether arising out of tort, contract, equity, constitution, statute, or other theory of recovery, and whether for compensatory, punitive damages, or for equitable relief which Developer now has, or which may hereafter accrue or otherwise be acquired on account of or in any way growing out of, or which is the subject of the provisions set forth by this Agreement and specifically arising out of the Development. For purposes of this Agreement, this section shall not be applicable to any reserved capacity arising out of or relating to the 306 water Equivalent Residential Connections as referenced herein (ERC Nos. 22-01 through 22-306).

4.2.5 This Agreement shall be binding on Developer, its successors in interest, and permitted assigns.

4.2.6 The obligations of the Developer shall survive the termination of this Agreement.

SECTION 5. DEVELOPER'S ACKNOWLEDGMENT OF RISK.

5.1 The Developer acknowledges that as of the Effective Date (as defined by 3.12 of this Agreement) the facilities and services needed to support the Development (as defined by 3.11 of this Agreement) are not available concurrently with the impacts of the Development.

5.2 The Developer acknowledges, accepts, and assumes the risk(s) arising out of the Developer proceeding with the Development and installation of “dry-lines;” and, by entering into this Agreement, the Town does not guarantee the availability of allocable potable water capacity for the Development.

SECTION 6. FURTHER ASSURANCES. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

SECTION 7. BINDING EFFECT. Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and applicable successors, representatives, heirs, permitted assigns, employees, officers, directors, superintendents, administrators, shareholders and agents. As such, the parties agree that this Agreement shall be binding upon and inure to any and all successors-in-interest to the parties hereto. The parties further acknowledge and agree that, in the event this Agreement omits and/or does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development (as defined by 3.11 of this Agreement), such omission shall not relieve the parties hereto or any successor-in-interest of the obligation to comply with Applicable Law (as defined by 3.1 of this Agreement).

SECTION 8. MERGER. This Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein. This Agreement supersedes all prior agreements and development orders pertaining to the subjects covered and/or described herein.

SECTION 9. NO EFFECT ON CODE VIOLATIONS; NO CONTRACT ZONING. This Agreement shall not be interpreted to condone, authorize or permit any violation of the Town Code or Applicable Law (as defined by 3.1 of this Agreement). Further, this Agreement shall not be construed as the Town’s authorization or acceptance of the status of the present existing structures or uses on the Property, nor shall it be construed as an attempt to contractually zone the Property.

SECTION 10. TOWN’S POLICE POWERS. The Developer (as defined by 3.4 of this Agreement) acknowledges and understands that the Town (as defined by 3.2 of this Agreement) is prohibited from engaging in “Contract Zoning” or the bartering away of its legislative prerogative. While the Town will cooperate with Developer as set forth herein, this Agreement does not constitute an approval that would require the exercise of Town’s legislative and/or quasi-judicial authority. Provided further, nothing in this Agreement shall serve to affect or limit Town’s police powers in the exercise of zoning decisions or other governmental action associated with the Development or any development order associated therewith. As such, this Agreement shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

SECTION 11. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Town (as defined by 3.2 of this Agreement) and Developer (as defined by 3.4 of this Agreement) shall be governed by Florida law. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

SECTION 12. NOTICES. All notices, demands, requests, consents, approvals, and other communications (collectively referred to as the "Notice"), required or permitted to be given hereunder shall be in writing and sent by either: (i) registered or certified mail, postage prepaid, return receipt requested; or, (ii) special delivery service (e.g. Federal Express, DHL, UPS, etc.); addressed to the party to be so notified as follows:

TOWN: TOWN OF DUNDEE
Attn: Tandra Davis, Town Manager
PO Box 1000
105 Center Street
Dundee, FL 33838-1000
Attention: Town Manager

With a copy to (which shall not constitute notice):

Frederick J. Murphy, Jr.
Town Attorney, Town of Dundee
PO Drawer 30
245 South Central Avenue
Bartow, FL 33830

DEVELOPER: Dundee Reserve Holdings, LLC
36 Charming Way
Lakewood, NJ 08701

With a copy to (which shall not constitute notice):

Peterson & Myers, PA
Attention: Shelton T. Rice
225 E. Lemon St., Suite 300
Lakeland, FL 33801

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notice(s), or that the address for the delivery of such notice(s) has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or facsimile number shall be effective.

SECTION 13. MISCELLANEOUS PROVISIONS.

13.1 **Exhibits.** All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

13.2 **Headings.** The heading(s) preceding the several section(s), paragraph(s) and article(s) hereof are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

13.3 **Gender Neutral.** For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

13.4 **Calculation of Time.** The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date (as defined by 3.12 of this Agreement). For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day which the Town is open for business to the public.

13.5 **Neutral Interpretation.** Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.

13.6 **Modification.** This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by the parties hereto and approved by the Town's governing body. No oral modifications will be effective or binding on either the Town or Developer regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, the parties agree to modify and/or amend this Agreement, to the extent necessary, in order for the parties to perform the obligations set forth herein.

13.7 **Construction.** The parties acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in strict accordance with the terms, covenants and conditions set forth herein.

13.8 **Successors and Assigns.** All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

13.9 **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Town (as defined by 3.2 of this Agreement) and Developer (as defined by 3.4 of this Agreement) and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party.

13.10 **Authorization.** The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

13.11 **Representations and Warranties.** Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein.

13.12 **Compliance with Applicable Law.** The Developer (as defined by 3.4 of this Agreement) shall comply with Applicable Law (as defined by 3.1 of this Agreement) in performing the obligations and requirements set forth by the Agreement.

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

13.14 **No Waiver.** Failure of the Town to enforce any right hereunder shall not be deemed a waiver of such right. The inaction or failure of the Town to address and/or remedy any breach of the covenants, conditions, and/or provisions of this Agreement shall not constitute a waiver of such Town's rights hereunder with respect to such action, non-action, and/or default. No covenant, condition or provision of this Agreement can be waived, except with the written consent of both the Town and Developer. Any such waiver, in one instance, shall not constitute a waiver of a subsequent default or for any other past, present or future default, unless the waiver expressly and specifically states and/or identifies such default.

13.15. **Time is of the Essence.** Time is of the essence for all of the provisions, conditions, and terms of this Agreement.

SECTION 14. PUBLIC RECORDS. The Developer covenants and agrees to:

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

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

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

14.4 Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of the Developer or keep and maintain public records required by the Town to perform the service. If the Developer transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the

Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

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

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

SECTION 15. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to act as a waiver of the Town's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Agreement.

SECTION 16. TERMINATION AND REMEDIES.

16.1 This Agreement shall remain in effect until the completion of the Development (as defined by 3.11 of this Agreement); and, on or before the effective date of the termination of this Agreement, the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement shall be required to be in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code (as defined by 3.6 of this Agreement). In the event the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement are not in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code, the Town may, at its option, seek any remedy available at law or in equity and/or perform the necessary work and thereafter render an invoice for services to Developer for reimbursement.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 17. ENFORCEMENT COSTS. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and/or appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

SECTION 18. JURY TRIAL. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR

PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

SECTION 19. DUTY TO COOPERATE 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.

SECTION 20. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

SECTION 21. STATE LAW COMPLIANCE. The following provisions are included to comply with Florida State Statutes:

- (a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing and/or entering into the Agreements, DEVELOPER certifies that it does not and did not at any time since the submission of a response to the TOWN'S initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. DEVELOPER understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate the Agreements at the TOWN'S option if the DEVELOPER is found to have submitted a false certification.
- (b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime

may not submit a proposal and/or bid on a contract to provide any goods or services to a public entity, may not submit a proposal and/or bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By executing the Agreements, DEVELOPER certifies that it is not on the convicted vendor list.

- (c) ***Drug-Free Workplace.*** By executing the Agreement(s), DEVELOPER certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
- (d) ***E-Verify.*** By entering into the Agreement(s), DEVELOPER becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the DEVELOPER and any subcontractor hired by the DEVELOPER. If the DEVELOPER enters into a contract with a subcontractor, the subcontractor must provide the DEVELOPER with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Agreement(s), or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) Calendar Days after the date of termination. If the Agreement(s) are terminated for a violation of the statute by the DEVELOPER, the DEVELOPER may not be awarded a public contract for a period of one (1) year after the date of termination.
- (e) ***No Consideration of Social, Political, and Ideological Interests.*** DEVELOPER acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective vendor and/or contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. DEVELOPER affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the DEVELOPER'S social, political, or ideological interests in negotiating, awarding, and/or entering into the Agreement(s).
- (f) ***Contracting with Foreign Entities.*** By executing the Agreement(s), DEVELOPER certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, DEVELOPER certifies that no government of a Foreign Country of Concern has a "controlling interest" in DEVELOPER as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the DEVELOPER organized under the laws of a Foreign Country of Concern, nor does the

DEVELOPER have its principal place of business located in a Foreign Country of Concern. If the Agreement(s) permit the DEVELOPER to access the personal identifying information of any individual, DEVELOPER agrees to notify the TOWN in advance of any contemplated transaction that would cause DEVELOPER to be disqualified from such access under Section 287.138 of the Florida Statutes. DEVELOPER agrees to furnish the TOWN with an affidavit signed by an officer or representative of the DEVELOPER under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

SECTION 22. RECORDATION. This Agreement shall constitute a covenant running with the Property and be recorded in the Public Records of Polk County, Florida.

The rest of this page left intentionally blank; signatures follow

Executed by the parties on the date shown adjacent thereto:

Developer:

**Dundee Reserve Holdings, LLC,
a Delaware limited liability company**

By: [Signature]
Moishe Goldshmidt, as its Manager

Gamaliel Rodriguez
Witness

R. V. Karcia Rajesh Karcia 8/27/24
Witness Date

**STATE OF FLORIDA
COUNTY OF Polk**

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 27 day of August 2024, by Moishe Goldshmidt, as Manager of Dundee Reserve Holdings, LLC, a Delaware limited liability company, on its behalf, who is personally known to me or who has produced DL 24911070 as identification.

Gamaliel Rodriguez
Notary Public, State of Florida
Printed Name: Gamaliel Rodriguez
My commission expires: July 17, 2028



GAMALIEL RODRIGUEZ
Commission # HH 572461
Expires July 17, 2028

Town of Dundee:

TOWN OF DUNDEE

By: _____
Sam Pennant, Town Mayor

ATTEST:

Trevor Douthat, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney

ORDINANCE NO. 21-20

AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM MODERATE-DENSITY SINGLE-FAMILY RESIDENTIAL (RSF-2) AND LAKE TO PLANNED UNIT DEVELOPMENT-RESIDENTIAL (PUD-R) ON APPROXIMATELY 305 ACRES OF LAND, LOCATED NORTH AND SOUTH OF LAKE MARIE DRIVE WEST OF H. L. SMITH ROAD, FURTHER DESCRIBED AS PARCELS: 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, AND 272826-000000-013010; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Wheeler Farms, Inc., an active Florida corporation (the "Applicant") requests a change of zoning from Moderate Density Single Family Residential (RSF-2) and lake to Planned Unit Development-Residential on approximately 305 acres of land located at the northeast corner of the intersection of Lemon Avenue and Bay Street; and

WHEREAS, the Planned Unit Development Process (updated through Ordinance 13-09) establishes five Planned Unit Development Districts, including Planned Unit Development-Residential (PUD-R); and

WHEREAS, there has been a request for approval of amendment of a Master Development Plan for a Planned Unit Development (PUD) known as the Reserve at Dundee Lakes; and

WHEREAS, the request is consistent with the Future Land Use Element of the Dundee Comprehensive Plan; and

WHEREAS, the real property which is the subject of this Ordinance constitutes less than five percent (5%) of the municipally zoned area of the Town; and

WHEREAS, on August 19, 2021, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting considered the Applicant's request for rezoning as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on August 19, 2021, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

ORDINANCE NO. 21-20

Page 2

WHEREAS, on August 19, 2021, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town’s Planning and Zoning Board voted to recommend approval of the Applicant’s request for the rezoning as set forth in this Ordinance to the Town Commission; and

WHEREAS, as a result of this Ordinance being initiated by the Applicant (not the municipality), the Town Commission of the Town of Dundee held duly noticed public hearings regarding the parcel shown on Exhibit “A” in accordance with Section 166.041 (3), Florida Statutes, to provide the public an opportunity to be heard, obtain public comment, and receive and consider all written and oral testimony presented during such public hearings, including supporting documentation; and

WHEREAS, in exercise of its authority, the Town Commission of the Town of Dundee has determined it necessary to amend the Official Zoning Map to change the Town zoning classifications assigned to this property, adopt the Master Development Plan and associated conditions.

NOW, THEREFORE, be it enacted by the Town Commission of the Town of Dundee, Florida:

Section 1. The official zoning map of the Town of Dundee is amended so as to change the Town zoning classifications from Moderate-Density Single-Family Residential (RSF-2) and lake to Planned Unit Development-Residential (PUD-R) on approximately 305 acres of land, located north and south of Lake Marie Drive west of H. L. Smith Road, further described as parcels: 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, and 272826-000000-013010, as shown in Exhibit “A”.

Section 2. All property located within the Reserve at Dundee Lakes PUD property is hereby zoned Planned Unit Development-Residential (PUD-R) Zoning District and the provisions of the Land Development Code, and special conditions attached hereto shall govern further public review and development of the property within this District.

Section 3. The Master Development Plan (MDP) for this Planned Unit Development attached hereto as Exhibit “B” is approved in accordance with Article 7.09.03 of the Unified Land Development Code of the Town of Dundee for the total property known as the Reserve at Dundee Lakes PUD, including development requirements attached hereto as Exhibit “C” and additional special conditions attached hereto as Exhibit “D” and made a part hereof.

Section 4. Severability. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect.

ORDINANCE NO. 21-20

Page 3

Section 5. Repealing. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Codification. This Ordinance shall not be codified in the Code of Ordinances of the Town of Dundee, Florida. A certified copy of this enacting ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

Section 7. Administrative Correction of Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 8. Effective Date. The effective date of this ordinance shall be immediately upon passage on second reading.

INTRODUCED on first reading this 14th day of September, 2021.


PASSED on second reading this 28th day of September, 2021.

TOWN OF DUNDEE, FLORIDA



Mayor- Sam Pennant

ATTEST:


Town Clerk - Jenn Garcia

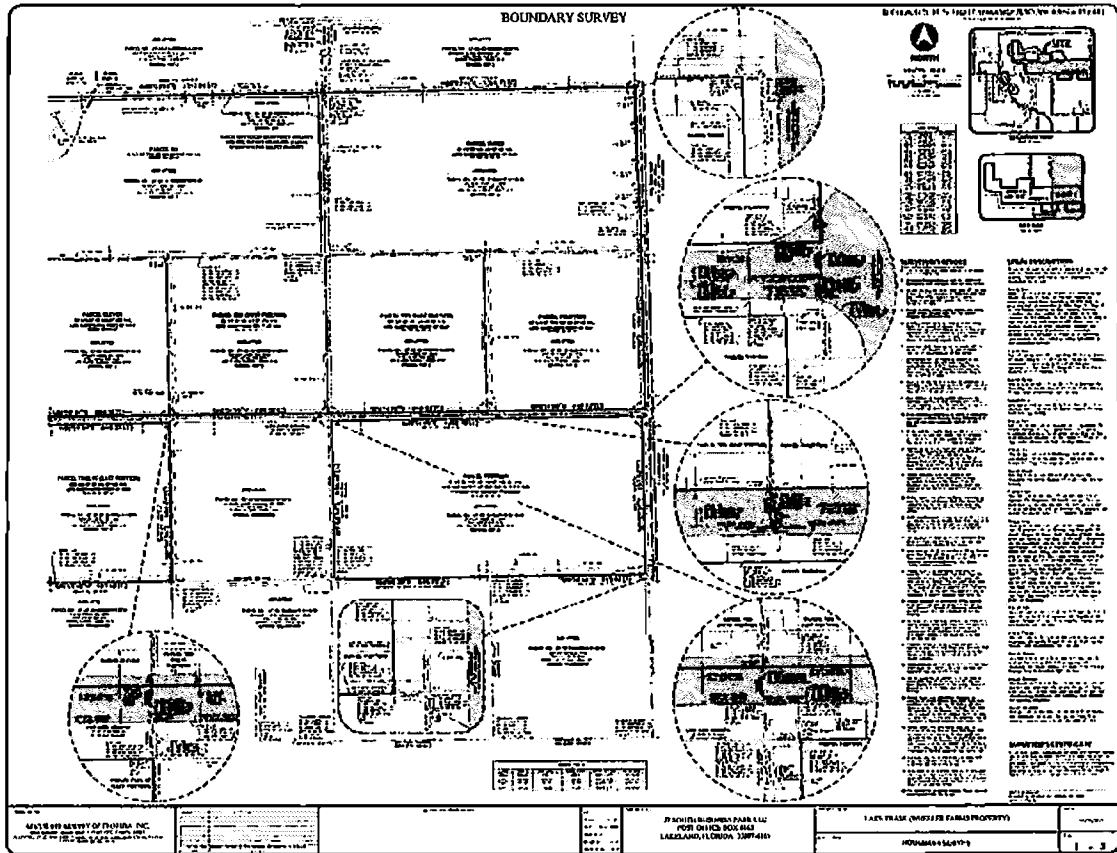
Approved as to form:


Town Attorney - Frederick J. Murphy, Jr.

ORDINANCE NO. 21-20
Page 4

Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 1 of 4

The parcel described below and illustrated on the map on the following three pages.



**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap, LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, Florida 33831
Telephone (863) 533-7117
Facsimile (863) 533-7412

For Recording Purposes Only

**AMENDMENT TO AGREEMENT REGARDING THE EXTENSION OF CERTAIN
EQUIVALENT RESIDENTIAL CONNECTIONS FOR RESERVED CAPACITY IN THE
TOWN OF DUNDEE'S WATER TREATMENT PLANT**

THIS AMENDMENT TO **AGREEMENT REGARDING THE EXTENSION OF CERTAIN EQUIVALENT RESIDENTIAL CONNECTIONS FOR RESERVED CAPACITY IN THE TOWN OF DUNDEE'S WATER TREATMENT PLANT** ("Amendment"), made and entered into this 29th day of August, 2024, by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **DUNDEE RESERVE HOLDINGS, LLC**, an active Delaware limited liability company, authorized to transact business in State of Florida ("Owner").

RECITALS

1. On or about August 17, 2005, the Town entered into that certain **TOWN OF DUNDEE RECEIPT AND ACKNOWLEDGEMENT OF PAYMENT AND RESERVATION OF WATER TREATMENT PLANT CAPACITY** (the "Reservation") with Silver Residential Development, Inc., for reservation in the Town's Water Treatment Plant of 153,000 GPO in equivalent capacity or 425 Equivalent Residential Connections (the "Water ERCs") for the Tree-O-Groves and Raley's Groves Subdivisions.

2. A copy of the Reservation is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference.

3. Pursuant to the Reservation (see **Exhibit "A"**), the term for the Water ERCs commenced on January 1, 2006 and expired on January 1, 2016.

4. On or about January 9, 2006, the Town entered into that certain **ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S RIGHTS** (the "Assignment") approving the request of Silver Residential Development, Inc., to assign 105 of the Water ERCs (Nos. 1321-1425) to State Housing and Development, Inc.

5. A copy of the Assignment is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference.

6. On December 1, 2011, pursuant to that certain Bill of Sale (the "Bill") executed by Larry D. Silver, Manager of Silver Capital Advisors, LLC as Manager of Lake Marie, LLC, 306 Water ERCs (Nos. 1015-1320) were transferred to Wheeler Farms, Inc., a Florida corporation.

7. A copy of the Bill is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference.

8. On March 2, 2022, Wheeler Farms, Inc. and Owner entered into that certain ASSIGNMENT OF DEVELOPMENT RIGHTS, ENTITLEMENTS, IMPACT FEE CREDITS, AND OTHER RIGHT, TITLE AND INTEREST (the "Assignment of Rights") which transferred and/or assigned, amongst others, 306 Water ERCs (Nos. 1015-1320) to the Owner.

9. A copy of the Assignment of Rights is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference.

10. On September 13, 2022, the Owner requested that the Town ratify and approve the transfer(s) and assignment(s) of the 306 Water ERCs (Nos. 1015-1320) and renew and/or reactivate the Water ERCs (Nos. 1015-1320).

11. At that time, the Town renewed and reissued the 306 Water ERCs (Nos. 1015-1320) as re-issued Water ERC Nos. 22-01 through 22-306.

12. The Town and Owner have determined that, at this time, the Owner holds, albeit expired, 306 Water ERCs representing 110,160 gallons per day (GPO) in equivalent capacity in the Town's Water Treatment Plant represented by ERC Certificates numbered 22-01 through 22-306.

13. The Owner has not otherwise conveyed, assigned, pledged, hypothecated or otherwise redeemed any of said certificates representing the Water ERCs as defined and identified herein although said Owner ERCs expired on July 25, 2024.

14. The Owner is the owner of certain real property situated in Polk County, Florida, more particularly described by **Composite Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property") which is the Reserve at Dundee Lakes Subdivision.

15. Prior to July 25, 2024, the Owner requested that the Town reactivate or renew 306 Water ERCs (Nos. 22-01 through 22-306) for a period of twenty-four (24) months beginning on July 25, 2024 through July 24, 2026.

16. The 306 Water ERCs requested for renewal and/or reactivation would accrue Thirty-Three Thousand Forty-Eight Dollar and zero cents (\$33,048.00) in idle capacity charges from July 25, 2024 through July 24, 2026, if same remained unpaid.

17. On August 29, 2024, at a duly notice public meeting, the Town Commission approved the reactivation of the Water ERCs (Nos. 22-01 through 22-306) for the development of the Reserve at Dundee Lakes Subdivision.

18. Owner received the transfer or assignment of the 306 Water ERCs for construction of single-family homes to be located within the municipal limits of the Town.

19. The parties covenant and agree that they have the power and authority to enter into this Amendment and bind themselves to the provisions of this Amendment.

ACCORDINGLY, in consideration of the Recitals stated above and other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS; OWNERSHIP. The Factual Recitals above are true and correct and form a factual and material basis of this Amendment. The Town acknowledges and reactivates the Water ERCs (Nos. 22-01 through 22-306), and the Town further acknowledges and agrees that Owner owns the 306 Water ERCs which are the subject matter of this Amendment.

SECTION 2. DEFINITIONS. All capitalized terms not defined herein shall have the same meaning as defined in the Agreements.

SECTION 3. GRANT OF EXTENSION.

A. The Town, pursuant to the terms of this Amendment, hereby reactivates said 306 Water ERCs and grants to the Owner an extension of the term of the 306 Water ERCs of equivalent capacity in the Town's Water Treatment Plant represented by Water ERC Certificates (ERC Certificates 22-01 through 22-306) through a period expiring July 25, 2026 ("Expiration Date").

B. In consideration for such extension, within thirty (30) calendar days after mutual execution of this Agreement and approval by the Town Commission, Owner shall pay Thirty-Three Thousand Forty-Eight Dollar and zero cents (\$33,048.00) in immediately available funds to the Town in full satisfaction of the water idle capacity charges outstanding as of the date of this Agreement and due through July 24, 2026, and pay any and all other charges that may be due pursuant to Chapter 54 of the Town's Code of Ordinances. To the extent the Town determines that any other idle capacity charges are due in accordance with Chapter 54 of the Town's Code of Ordinances regarding the Water ERCs that are the subject of this Agreement then Owner agrees to pay said charges to the Town within thirty (30) calendar days of receipt of an invoice sent to Owner for same. No refunds of any idle capacity charges paid by Owner shall be given by the Town.

C. Once the Owner has paid the sum of Thirty-Three Thousand Forty-Eight Dollar and zero cents (\$33,048.00) in immediately available funds to the Town, all previously issued certificates representing the Water ERCs extended herein and that are the subject of this Agreement shall be returned to the Town and cancelled and of no force and effect. Thereafter, in exchange for the returned certificates, the Town will issue new certificates for Water ERCs extended herein and that are the subject matter of this Agreement and provide same to the Owner. Provided however that the terms of the Agreement attached hereto as **Composite Exhibit "A"** shall not control and when new

certificates are issued by the Town to Owner. No Water capacity in the Town's Water Treatment Plant shall be reserved beyond July 24, 2026, and the 306 Water ERCs extended herein shall expire on July 25, 2026.

SECTION 4. GRANT OF OPTION.

A. The Town, pursuant to the terms of this Amendment and in addition to any rights granted to Owner under the Agreement or under applicable law, hereby grants to the Owner an option to transfer, from time to time (i) all or a portion of the Water ERCs to a third party ("ERC Transferee") without transferring fee simple title to all or any portion of the Property ("ERC Transfer"), and/or (ii) transfer of all or any portion of the Property to a third party ("Property Transferee"; ERC Transferees and Property Transferees are collectively "Transferees") and retain all or any Water ERCs ("Property Transfer"; "ERC Transfers" and "Property Transfers" are collectively "Independent Transfers"). Owner may exercise such option in its sole and absolute discretion.

B. At least thirty (30) days prior to any Independent Transfer as defined herein, Owner shall provide written notice to the Town thereof ("Transfer Notice"), which shall include the Transferee's (i) name, (ii) address, (iii) employer identification number (EIN) or federal tax identification number, and (iv) contact information (including telephone number, fax number, and e-mail address, as applicable). The parties agree that Owner shall enter into transfer and/or assignment agreement with **DUNDEE RESERVE HOLDINGS, LLC**, in the event of any transfer and/or assignment of the Water ERCs and that notice was previously given by Owner for this specific anticipated Independent Transfer.

C. In the case of a Water ERC Transfer of all outstanding ERCs, Owner shall no longer be liable for any idle capacity charges which may accrue with respect to the applicable Water ERCs if Transferee executes a written commitment to pay such charges. In that event the Transferee must also comply with all of the conditions and obligations in the Reservation and this Agreement.

SECTION 5. OBLIGATIONS OF TOWN.

A. The Town shall allocate water capacity for the Water ERCs in the name of Owner and/or its successors and assigns in accordance with all applicable laws and Ordinances and the terms of the Agreements, as amended by this Amendment through the Expiration Date.

B. The Town shall, within ten (10) days following receipt of Owner's request, provide a written statement to Owner certifying the current number of Water ERCs in the name of Owner.

SECTION 6. AGREEMENT TO COOPERATE. The parties agree to cooperate and to do all things reasonably necessary to accomplish the terms of this Amendment, and that they respectively shall, upon being requested by the other party to do so, execute and deliver promptly any and all such authorizations, instruments, papers or documents of any and every kind and character as may be reasonably required, necessary or proper for the purpose of giving full force and effect to this Amendment and to the covenants, conditions, and agreements contained herein. Except as specifically modified by this

Amendment, all of the terms, covenants, conditions and agreements of the Agreements shall remain in full force and effect.

SECTION 7. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Amendment is solely for the benefit of the formal parties hereto 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.

SECTION 8. SEVERABILITY. If any part of this Amendment is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Amendment if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Amendment is declared to be severable.

SECTION 9. LAND USE APPROVALS. Owner acknowledges and understands that the Town is prohibited from engaging in "Contract Zoning" or the bartering away of its legislative prerogative. As such this Amendment shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

SECTION 10. BINDING UPON SUCCESSORS. This Amendment shall be binding upon and shall inure to the benefit of the successors or assigns of the parties hereto.

SECTION 11. APPLICABLE LAW AND VENUE. This Amendment and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any dispute or cause of action under the Agreements, as modified by this Amendment, shall be exclusively in the state courts of competent subject matter jurisdiction in Polk County, Florida.

SECTION 12. NOTICES. All notices, demands, requests and other communications required or permitted by the Agreements, as modified by this Amendment, by any party hereto to any other party shall be in writing and shall be validly given or made by any party, or any party's attorney on behalf of such party, only if personally served or delivered by Federal Express or other similar reputable national courier service keeping records of deliveries and attempted deliveries. In the event of personal service, notice shall be deemed effective when delivered. Service by courier shall be conclusively deemed made on the second business day delivery is attempted or upon receipt, whichever is sooner.

TOWN: TOWN OF DUNDEE
P.O. Box 1000
105 Center Street
Dundee, Florida 33838-1000
Attention: Town Manager

With a copy to:
*(which shall not
constitute notice)*

Frederick J. Murphy, Jr.
Town Attorney, Town of Dundee
P.O. Drawer 30
245 South Central Avenue
Bartow, Florida 33830

OWNER:

DUNDEE RESERVE HOLDINGS, LLC
Attn: Shelton Rice
225 East Lemon Street
Suite 300
Lakeland, Florida 33801

Any person or entity may change their address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

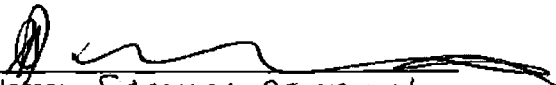
SECTION 13. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitute the entire agreement between the parties. Modifications to and waivers of the provisions herein shall not be binding unless made in writing and signed by the parties hereto and approved by the Town's governing body. Except as expressly amended by this Amendment, the terms and conditions of the Agreement and the Assignment shall remain unchanged and unamended, and are hereby ratified and confirmed. In the event of any conflict between the terms of the Agreement and Amendment, the terms of this Amendment shall control.

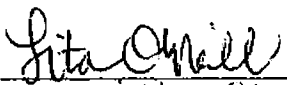
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Owner and the Town have executed or have caused this Amendment, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Amendment.

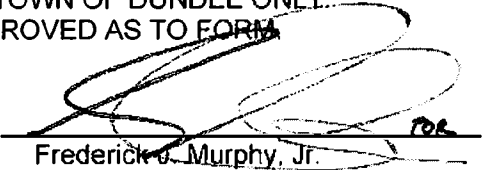
ATTEST:

THE TOWN OF DUNDEE

By: 
Print Name: Samuel Pennant
As Its: Mayor
Date: 8/30/2024


By: 
Print Name: Lita O'Neill
As Its: Town Clerk

FOR THE USE AND RELIANCE
OF TOWN OF DUNDEE ONLY.
APPROVED AS TO FORM


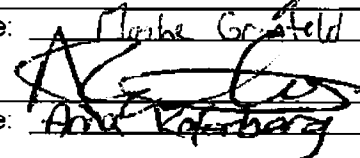
By: 
Frederick J. Murphy, Jr.
Town Attorney

OWNER:

DUNDEE RESERVE HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Moshe Goldshtadt
Title: Manager


Signed and delivered
In the presence of:


Print Name: Moshe Grunfeld

Print Name: And Vokberg

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 24th day of August, 2024, by Moshe Goldshtadt, as Manager of DUNDEE RESERVE HOLDINGS, LLC, on behalf of the company, DUNDEE RESERVE HOLDINGS, LLC. He is personally known to me or has produces _____ as identification and (did) (did not) take an oath.

MOSHE ZACHARY GRUNFELD
NOTARY PUBLIC,
IN AND FOR THE PROVINCE OF ONTARIO
MY COMMISSION IS FOR LIFE


Signature of Person Taking Acknowledgement
Moshe Zachary Grunfeld
Name of Acknowledger Types, Printed, or Stamped
Notary Public in and for province of Ontario
Title or Rank
LSD # 666346
Serial Number, if any.



TOWN COMMISSION MEETING

April 08, 2025, at 6:30 PM

Item 4.

AGENDA ITEM TITLE:

Resolution 25-09 Xtreme Car Care Special Exception

SUBJECT:

Granting a special exception to Extreme Car Care, an active Florida corporation and owner of real property located at 217 Dundee Road, Florida.

STAFF ANALYSIS:

On January 10, 2023, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the "Town Commission") passed and approved *Town of Dundee Resolution No. 22-53*. The Resolution approved the *site development plan* and *special exception* for Xtreme Car Center, Inc., for certain automobile sales and minor automotive repair with conditions and/or safeguards

STAFF RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

Resolution 25-09
Exhibits A-D



RESOLUTION NO. 25-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, CONFIRMING THE TOLLING OF TIME FOR THE DEVELOPMENT RIGHTS, CONDITIONS AND SAFEGUARDS, AND THE TIME PERIODS SET FORTH IN TOWN OF DUNDEE RESOLUTION NO. 22-53 AND FURTHER APPROVING, CONFIRMING, AND/OR RATIFYING THE SITE DEVELOPMENT PLAN FOR THE XTREME CAR CENTER, INC., ON AND/OR FOR REAL PROPERTY TOTALING APPROXIMATELY 1.24 +/- ACRES AND FURTHER IDENTIFIED AS POLK COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER 272828-844000-005020; MAKING FINDINGS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee (the "Town") is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the Town is vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, Xtreme Car Center, Inc. (the "Owner"), an active Florida corporation, is the owner of the real property which is located at 217 Dundee Road, Florida (hereafter the

“Property”); and

WHEREAS, Owner was conveyed fee simple ownership of and/or for the Property by virtue of that certain Corporate Warranty Deed dated December 31, 2020, and recorded in Official Records Book 11525, Page 1, Public Records of Polk County, Florida (hereafter the “Owner Deed”); and

WHEREAS, copies of the Owner Deed and depiction of the Property are attached hereto as **Composite Exhibit “A”** and made a part hereof by reference; and

WHEREAS, the Property has a Town of Dundee zoning designation of General Retail Commercial (CC); and

WHEREAS, on June 28, 2023, Senate Bill 250 (“SB 250”), as codified under *Chapter 2023-304, Laws of Florida*, was signed into law and, except as otherwise stated in SB 250, went into effect on July 1, 2024; and

WHEREAS, SB 250 amended Section 252.363, Florida Statutes (2023), extending the tolling and extension of *development order(s)* and *development permit(s)* (as such term(s) are defined in §163.3164, *Florida Statutes*) during a declared state of emergency issued by the Governor; and

WHEREAS, pursuant to SB 250, the amendment(s) to Section 252.363, Florida Statutes (2023), applied retroactively to September 28, 2022; and

WHEREAS, on Friday, September 23, 2022, the Governor of the State of Florida (the “Governor”) issued Executive Order 22-218, as subsequently amended by Executive Order 22-219, declaring that a State of Emergency existed for the entire State of Florida, inclusive of Polk County, as a consequence of Hurricane Ian; and

WHEREAS, on January 10, 2023, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the “Town Commission”) passed and approved *Town of Dundee Resolution No. 22-53* (the “Resolution”); and

WHEREAS, the Resolution approved the *site development plan* and *special exception* for Xtreme Car Center, Inc., for certain automobile sales and minor automotive repair with conditions and/or safeguards; and

WHEREAS, a copy of the Resolution is attached hereto as **Exhibit “B”** and made a part hereof by reference; and

WHEREAS, on February 14, 2025, the Governor issued Executive Order 25-42 (the “Order”) extending the Executive Order 22-218, as previously extended by Executive Order 24-287, renewing and extending the state of emergency and all provisions of Executive

Order 22-218, as amended, for sixty (60) days following the effective date of the Order (extended to April 15, 2025); and

WHEREAS, a copy of the Order is attached hereto as **Exhibit “C”** and made a part hereof by reference; and

WHEREAS, pursuant to applicable Florida law, the Resolution is a *development order and/or development permit* (as such term(s) are defined in §163.3164, *Florida Statutes*); and

WHEREAS, pursuant to *Section 252.363 of the Florida Statutes*, as retroactively amended by SB 250 and effective September 28, 2022, the declaration of a state of emergency issued by the Governor *tolls* the period remaining to exercise the rights under a *development order, development permit, or other authorization* for a period of 24-48 months in addition to the duration of the emergency declaration (i.e., the *tolled* period); and

WHEREAS, pursuant to *Section 252.363 of the Florida Statutes*, as amended, beginning on the effective date of the Resolution (effective January 10, 2023) (see **Exhibit “B”**), the development right(s), the condition(s) and safeguards, and the time period(s) set forth in the Resolution have been tolled and remain tolled in accordance with the terms of the Order (see **Exhibit “C”**); and

WHEREAS, on September 10, 2024, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Ordinance No. 24-09* (the “Moratorium”) establishing a moratorium on and/or for the acceptance and processing of applications for annexations, rezonings, building permits, planned developments, master planned communities, development order(s), and development permit(s); and

WHEREAS, pursuant to the terms and conditions of the Moratorium, the Moratorium does not apply to development located on real property with a zoning designation of General Retail Commercial (CC); and

WHEREAS, the Town of Dundee, Florida, has complied with all requirements and procedures in processing and adopting this **Resolution No. 25-09**; and

WHEREAS, on March 11, 2025, at a duly noticed public meeting, the Town Commission discussed and confirmed the tolling of the development rights and time periods set forth in the Resolution (see **Exhibit “B”**), and the Town Commission further confirmed and ratified the current Xtreme Car Center, Inc., site development plan ; and

WHEREAS, the March 11, 2025, Town of Dundee Staff Report, site development plan, and supporting documentation are attached hereto as **Composite Exhibit “D”** and made a part hereof by reference; and

WHEREAS, the Town Commission finds that the approval of this **Resolution No. 25-09** preserves, enhances, and encourages the most appropriate use of land consistent with applicable Florida law, the public interest, and the *Town of Dundee 2030 Comprehensive Plan* policies, goals, and objectives; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval of this **Resolution No. 25-09** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and this **Resolution No. 25-09** is intended to promote, protect, and improve the public health, safety, and general welfare of the employees, citizens, and residents of the Town of Dundee, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AS FOLLOWS:

Section 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 passage of this **Resolution No. 25-09**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the passage of this **Resolution No. 25-09**. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this **Resolution No. 25-09**.

Section 2. Confirmation and Approval.

The Town Commission of the Town of Dundee, Florida (the "Town Commission"), having been otherwise fully advised in the premises hereby confirms the *tolling* of the development rights, conditions and safeguards, and the time periods set forth in *Town of Dundee Resolution No. 22-53* (the "Resolution") (see **Exhibit "B"**) in accordance with applicable Florida law; and the Town Commission further approves, confirms, and/or ratifies the current Xtreme Car Center, Inc., site development plan (see **Composite Exhibit "D"**).

Section 3. Authorization.

The Town Manager, or her/his designee, is hereby authorized to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 25-09** which includes, but shall not be limited to, directing and authorizing a certified copy of this **Resolution No. 25-09** to be recorded in the public records of Polk County, Florida.

Section 4. Conflicts.

All resolutions in conflict with this **Resolution No. 25-09** are repealed to the extent necessary to give this **Resolution No. 25-09** full force and effect.

Section 5. Severability.

The provisions of this **Resolution No. 25-09** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-09**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 25-09**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 25-09** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 25-09** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-09** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 25-09**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-09**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 25-09** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 25-09** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 7. Effective Date.

This **Resolution No. 25-09** shall take effect immediately upon passage by the Town Commission of the Town of Dundee, Florida, *nunc pro tunc* to March 11, 2025..

[Remainder of page intentionally blank]

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 8th day of April, 2025.

TOWN OF DUNDEE

Samuel Pennant, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

Prepared by:
Susan Green, an employee of
Executive Title of Central Florida, Inc.,
R-7 203 Avenue K, SE
Winter Haven, Florida 33880

EXHIBIT A

INSTR # 2021002175
BK 11525 Pg 1115 PG(s)1
RECORDED 01/05/2021 03:40:40 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
DEED DOC \$735.00
RECORDING FEES \$10.00
RECORDED BY terndavi

File Number: 2020-315

105,000
735

*This deed is being re-recorded to add the state of incorporation
for the grantee*

Corporate Warranty Deed



INSTR # 2021060835
BK 11615 Pg 1460 PG(s)1
RECORDED 03/10/2021 10:02:34 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$10.00
RECORDED BY SHAURUSS

This Indenture, made , December 31, 2020 A.D.
Between

Kenneth J. Klekamp, Inc., an Ohio Corporation whose post office address is:
5761 Luclare Drive, Cincinnati, Ohio 45233 a corporation existing under the laws
of the State of , Grantor and Xtreme Car Center Inc. whose post office address is: PO BOX 912
Dundee, FL 33838
Grantee,
**a Florida Corporation

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand
paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the
following described land, situate, lying and being in the County of Polk, State of Florida, to wit:

That part South of right of way of State Road 542 of Lot or Block 5-H of the W. J. Howey Land Company's First
Addition to Dundee, as recorded in Plat Book 4-A, Page 41, of the Public Records of Polk County, Florida, and
lying in Section 28, Township 28 South, Range 27 East, Polk County, Florida, less begin at the end on NE corner
of Block 5-H, run westerly along road 325 feet, South 200 feet, East 250 feet, North 325 feet to beginning, and less
State Road Department right of way.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: 282827-844000-005020

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all
persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer
and caused its corporate seal to be affixed the day and year first above written.

Kenneth J. Klekamp, Inc., an Ohio Corporation

Signed and Sealed in Our Presence:

By: Kenneth J. Klekamp
Kenneth J. Klekamp
Its: President

Michael Perry
Witness Print Name: MICHAEL PERRY

Christina Boehm
Witness Print Name: Christina Boehm

(Corporate Seal)

State of Ohio
County of Hamilton

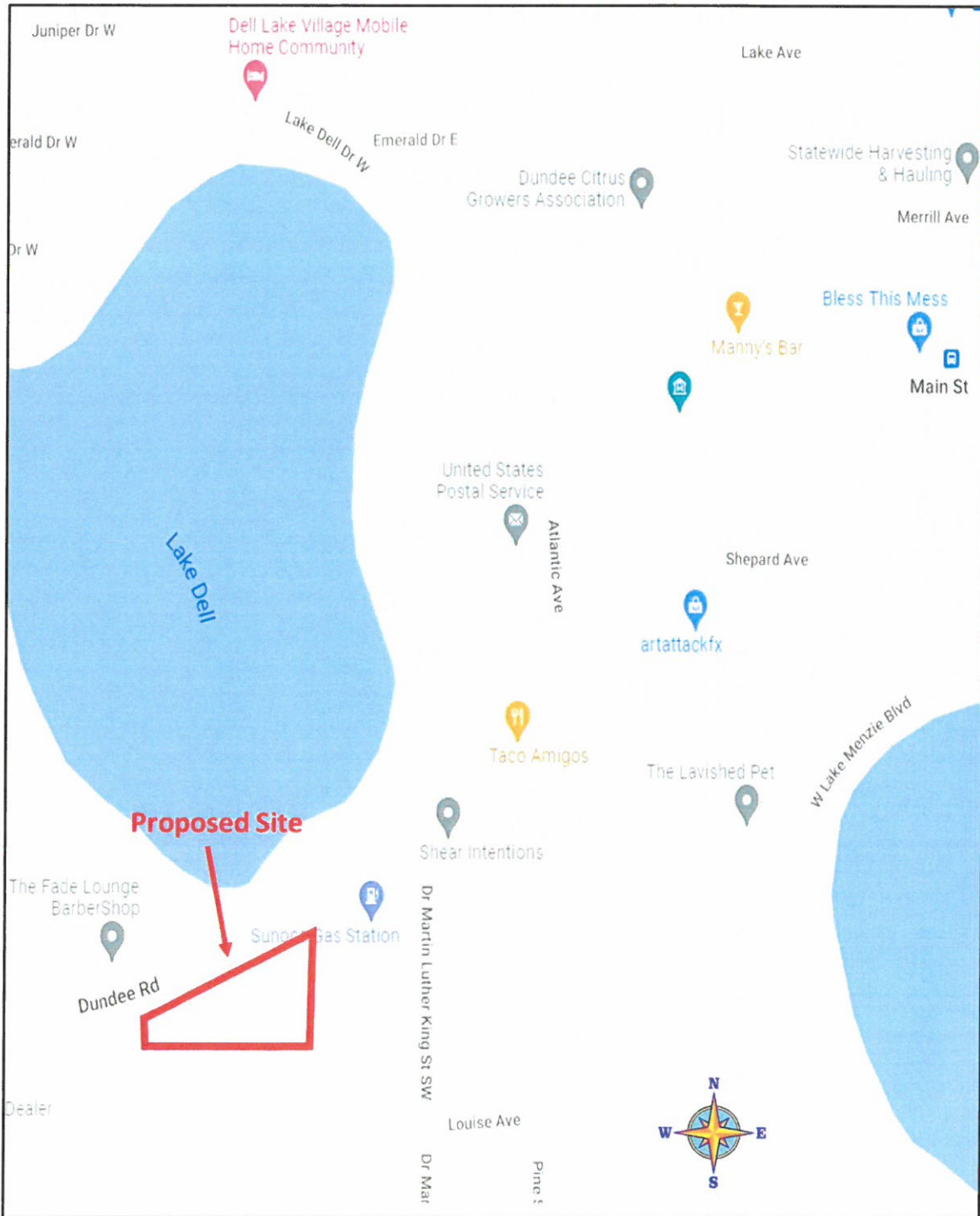
The foregoing instrument was acknowledged before me this 29th day of December, 2020, by Kenneth J. Klekamp, the President of
Kenneth J. Klekamp, Inc., an Ohio Corporation A corporation existing under the laws of the State of , on behalf of the corporation.
He/She is personally known to me or has produced driver license as identification.



CHRISTINA BOEHM
Notary Public, State of Ohio
My Commission Expires 03-19-2022

Christina Boehm (Seal)
Notary Public
Notary Printed Name: Christina Boehm
My Commission Expires:

Location Map



RESOLUTION NO. 22-53

A RESOLUTION APPROVING THE REQUEST OF XTREME CAR CENTER, INC., TO OBTAIN A SPECIAL EXCEPTION WITH CONDITIONS FOR AUTOMOBILE SALES AND MINOR AUTOMOTIVE REPAIR ON APPROXIMATELY 1.24 ACRES ZONED GENERAL RETAIL COMMERCIAL (CC) LOCATED AT 217 DUNDEE ROAD, FURTHER DESCRIBED AS PARCEL IDENTIFICATION NUMBER 272828-844000-005020; PROVIDING FOR TIMING; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) WITH REGARD TO THE CONDITIONS OF APPROVAL INCLUDING, BUT NOT LIMITED TO, NEGOTIATING AND ENTERING INTO A DEVELOPER'S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Xtreme Car Center, Inc. (the "Applicant"), an active Florida corporation, owns the property located at 217 Dundee Road (as shown in Exhibit "A"); and

WHEREAS, pursuant to 7.05.02 of the Town of Dundee Land Development Code (LDC) and applicable Florida law, the Applicant has submitted an application and a site plan for a Special Exception for automobile sales and minor automotive repair for approval by the Town Commission of the Town of Dundee

WHEREAS, the property has a Town of Dundee zoning designation of General Retail Commercial (CC); and

WHEREAS, the General Retail Commercial (CC) Zoning district permits automobile sales by right with an approved Special Exception; and

WHEREAS, the General Retail Commercial (CC) Zoning district permits minor automotive repair by right with an approved Special Exception; and

WHEREAS, the application for automobile sales and minor automotive repair as presented by the Applicant meets all requirements of Section 3.07.00 of the Town of Dundee Unified Land Development Code; and

WHEREAS, on December 15, 2022, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting considered the Applicant's request for special exception as set forth in this Ordinance

RESOLUTION 22-53**PAGE 2**

which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on December 15, 2022, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

WHEREAS, on December 15, 2022, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town's Planning and Zoning Board voted to recommend approval of the Applicant's request for the special exception with conditions as set forth in this Resolution to the Town Commission; and

WHEREAS, the Town Commission has reviewed the Special Exception application, held an advertised public hearing, and provided for comments and public participation in the process in accordance with the requirements of state law; and

WHEREAS, the special exception approval shall be in keeping with the approved site plan (see Exhibit B) and Section 7.05.02(E) of the Dundee Unified Land Development Code, which allows for the conditioning of Special Exceptions.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

Section 1. Special Exception. The Special Exception application for automobile sales and minor automotive repair located at 217 Dundee Road (see Exhibit "A" – aerial photo map of location) is approved and shall conform to the site plan (see Exhibit "B"- the proposed site development plan). Provided further, in accordance with Section 7.05.02(E) of the Town of Dundee Unified Land Development Code, the following conditions and safeguards shall be imposed on the grant this special exception and site plan (see Exhibit "B"), as follows:

1. Completion of a transportation analysis.
2. A signed Concurrency Developer's Agreement and a Water Supply Allocation Agreement.
3. A knee wall and/or wrought iron fence be installed on the portion of property facing Dundee Road.
4. All repair work shall occur inside the building (see attached Exhibit "B");
5. No repair work may occur between 7:00 pm and 8:00 am.

RESOLUTION 22-53**PAGE 3**

6. No parking shall be permitted on any unpaved portion of the property located at 217 Dundee Road (see attached Exhibit "A");
7. The Applicant will work with staff to ensure the building design meets and complies with the intent of the Dundee Vision Plan which includes, but shall not be limited to, building aesthetics; and
8. The requirement that a special exception begin to serve the purpose for which it was granted permission within 180 days from the date of approval is extended to 12 months to permit the applicant time to complete site plan approval, construction plan approval, and construction.
9. Notwithstanding other applicable provisions of the Town of Dundee Land Development Code, for purposes of this condition, the term(s) **Abandon/Abandonment** shall also mean the intentional and voluntary relinquishment of the approved use(s). The temporary cessation of the approved use(s) does not operate to effect an abandonment of the use(s). For purposes of this condition, "temporary cessation" means a temporary cessation of a use for a period of time not to exceed 120 consecutive days. In the event of discontinuance of a use for a period of time exceeding 120 consecutive days or a period of time totaling 180 calendar days within a calendar year, the use shall be deemed abandoned. An order of the Town of Dundee Code Enforcement Special Magistrate finding that the subject real property failed to strictly adhere to the condition(s) prescribed by Resolution 22-53 shall constitute an abandonment of the Special Exception.
10. 217 Dundee Road, Xtreme Car Center, Inc., the washing and detailing of cars are to be done on cars that are sold as part of the business of Xtreme Car Center, Inc. Car washing and detailing of cars for the public is not permitted.

Section 2. Timing. In accordance with Section 7.05.03, the special exception, as granted through this Resolution, shall expire if the special exception uses do not commence within twelve (12) months from the date of approval of this Resolution or if such uses are abandoned for a period greater than 180 days.

Section 3. Town Manager Authorization. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions with regard to the conditions of approval of this Resolution which includes, but shall not be limited to, negotiating and entering into a developer's agreement on behalf of the Town of Dundee.

Section 4. Severability. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared

RESOLUTION 22-53
PAGE 4

by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions or portions of this Resolution shall remain in full force and effect.

Section 5. Administrative Correction of Scrivener's Errors. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or her/his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

Section 6. Conflicts. In any case where a provision of this Resolution is found to be in conflict with a provision of any other resolution of the Town of Dundee, the provisions of this Resolution shall prevail.

Section 7. Effective Date. This Resolution shall become effective immediately upon its passage.

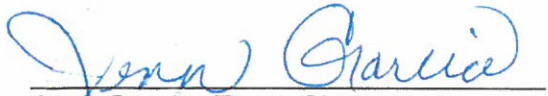
INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session, this 10th day of January, 2023.

TOWN OF DUNDEE



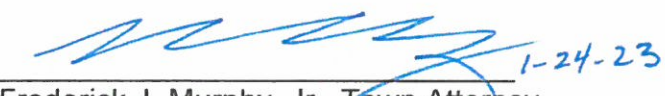
Sam Pennant, Mayor

ATTEST WITH SEAL:



Jenn Garcia, Town Clerk

Approved as to form:



Frederick J. Murphy, Jr., Town Attorney

Resolution 22-53
Exhibit "A"



STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 25-42

(Emergency Management – Extension of Executive Order 22-218 – Hurricane Ian)

WHEREAS, on September 23, 2022, I issued Executive Order 22-218, declaring a state of emergency for several counties in Florida due to the dangers presented by Tropical Depression Nine; and

WHEREAS, on September 24, 2022, I issued Executive Order 22-219, which amended Executive Order 22-218 to declare a state of emergency for the entire State of Florida; and

WHEREAS, on September 28, 2022, Hurricane Ian made landfall off the coast of Fort Myers as a category 4 hurricane with sustained winds of approximately 150 miles per hour, traveled across the peninsula, and exited the state near Cape Canaveral on September 29, 2022; and

WHEREAS, the scope and scale of the destruction in Southwest Florida was immense and unprecedented, and Hurricane Ian stands as one of the most destructive storms in U.S. history; and

WHEREAS, Executive Order 22-218, as subsequently extended by Executive Order 24-287, expires on February 16, 2025, unless extended; and

WHEREAS, an extension of Executive Order 22-218 is necessary because recovery efforts and those affected by this disaster require the continued support of the State of Florida.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency and all provisions of Executive Order 22-218, as amended, are renewed for sixty (60) days following the date of this Executive Order.

Section 2. Except as amended herein, Executive Orders 22-218, 22-219, and 23-214 are ratified and reaffirmed.

Section 3. This Executive Order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 14th day of February, 2025.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2025 FEB 14 AM 10:07
SECRETARY OF STATE
TALLAHASSEE, FL

EXHIBIT D

Item 4.

Item 2.



TOWN COMMISSION MEETING

March 11, 2025 at 6:30 PM

AGENDA ITEM TITLE: Discussion Item-Xtreme Car Center, Inc. Site Development Plan

SUBJECT: The Town Commission will consider the approval of Xtreme Car Center, Inc Site Development Plan.

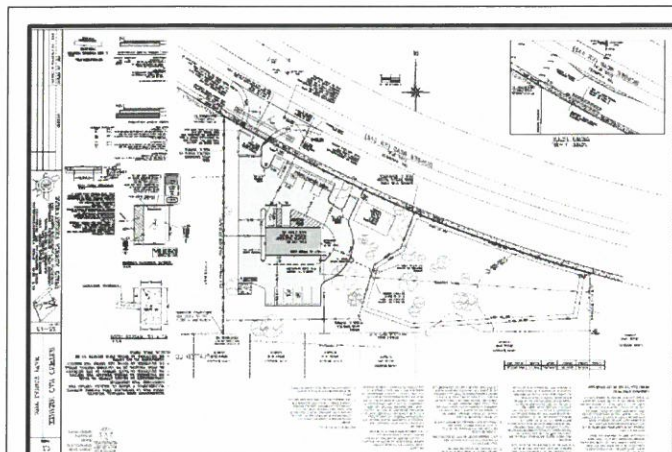
STAFF ANALYSIS: A request by Wilbert Munoz has been submitted for Site Development Plan approval. The proposed location is 217 Dundee Rd and parcel number 27-28-28-844000-005020 on 1.24 +/- acres of land.

FISCAL IMPACT: No Fiscal Impact

STAFF RECOMMENDATION: Staff recommends approval.

ATTACHMENTS: Staff Report, Site Plan, Maps, Water Allocation Agreement, and Resolution 22-53

Town of Dundee Town Commission Meeting



To: Town Commission

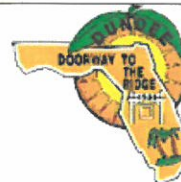
Agenda Date: March 11, 2025

Department: Planning and Zoning

Discussion Topic: Site Development Plan

Requested Action: Approval of the site development plan for Xtreme Car Center Inc.

Prepared By: Lorraine Peterson, Development Director



PROPERTY INFORMATION

The site is situated on 1.24 +/- acres with lot frontage on Dundee Road (Attached Aerial Photo Map). It is on the south side of Dundee Road, north of Louise Avenue, west of Dr. Martin Luther King Street, east of Bay Street, Town of Dundee, in Section 28, Township 28, Range 27, further described as parcel number 27-28-28-844000-005020. The proposed site has an existing Future Land Use (FLU) designation of commercial and the Zoning classification of general retail commercial (CC).

LAND DEVELOPMENT CODE

The Land Development Code requires a site development plan approval prior to the issuance of a building permit for all nonresidential uses, please see section 7.02.02 of the LDC. Section 7.02.03 gives the procedures for such an approval.

The Development Review Committee has reviewed the site development plan submitted by Xtreme Car Center Inc. and determined the plan is consistent with the comprehensive plan and land development code for the Town of Dundee.

SITE DEVELOPMENT PLAN

Per Section 7.02.01 of the Land Development Code, the purpose of the Site Development Plan is to ensure that site-specific development projects meet the requirements of this code prior to the issuance of a building permit. It is the intent of this section that the site development plan process be a part of the building permit application process, in that the site development plan is the instrument by which improvements to the site will be constructed and inspected, and by which final inspection and certificate of occupancy shall be issued. Approval Site Development Plans are valid for one year from the date of approval. Upon approval of the Site Development Plan, the applicant may proceed with submitting detailed construction drawings to the appropriate town

Town of Dundee Town Commission Meeting

staff for permitting. These shall include, but are not limited to, detailed building plans, drainage and stormwater management facilities, road and driveway construction specifications, and tree removal plans.

ANALYSIS

The proposed site has a future land use (FLU) designation of commercial and a zoning classification of general retail commercial (CC). According to the Land Development Code (LDC), Section 2.02.01 (A) table of land uses, automobile sales and minor automotive repair are permitted by special exception approval, which was approved by Town Commission on January 10, 2023, by way of Resolution 22-53 (attached).

➤ Potable Water

The proposed auto sales with minor auto repair center will have a water demand of 432 gpd. (0.24 FAR used)

➤ Sewer

The proposed auto sales with minor auto repair center will have a sewer demand of 360 gpd. (0.20 FAR used)

➤ 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.

➤ Parking

Per section 3.03.02 off-street parking for general retail sales the minimum parking spaces is 4.0 per 1,000 SQFT. gross floor area (SFGFA) and. For a building that is 1800 square feet, 7 parking spaces is the minimum required of the 7 spaces at least 1 of the parking spaces must be an accessible space (14 parking spaces will be available). The applicant meets these requirements.

➤ Schools

Not applicable

Town of Dundee Town Commission Meeting

➤ Roads

A minor traffic study has been conducted, and the town's consulting transportation engineer finds no significant impact will result from Xtreme Car Center Inc. Roadway links that are being affected by this project will be link 8103 east and west, Dundee Rd. (from US 27 to S.R. 17 (Ridge Scenic Hwy.)). Per the applicant the project will generate 58 daily trips and 5 peak hour trips and will not lower the level of service (LOS) on this roadway.

CONDITIONS

Conditions related to a developer's agreement and a water allocation agreement are included in the attachments.

DEVELOPMENT REVIEW COMMITTEE

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the site development plan for Xtreme Car Center Inc. with specific regard to the codes and ordinances of the Town of Dundee and have given their approval.

DRC:

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

TOD Transportation Subconsultant- George Deakin of Deakin Property Services, Inc.

TOWN COMMISSION REVIEW

Per Section 7.02.04, the Town Commission shall have the authority to review and approve or disapprove any site development plan. Alternatively, the development director may determine that a site development plan is inappropriate for administrative approval. In such cases, the town commission shall review and evaluate the site development plan with specific regard to the comprehensive plan, applicable town codes, and the advisory recommendations of town staff. The town commission shall approve, approve with conditions, or deny the site plan.

Town of Dundee Town Commission Meeting

In the alternative, the commission may, for the purpose of allowing the applicant an opportunity to address unresolved issues, continue consideration of the site plan. In the event a site development plan is denied, the reason(s) for the denial shall be noted.

MOTION OPTIONS:

1. I move **approval of the Site Development Plan** for Xtreme Car Center Inc.
 2. I move **approval with conditions of the Site Development Plan** for Xtreme Car Center Inc.
 3. I move **denial of the Site Development Plan** for Xtreme Car Center Inc.
 4. I move **continuing the Site Development Plan** for Xtreme Car Center Inc. to a date and time certain.
-

Attachments: Location Map

Aerial Map

Site Plan

Special Exception Resolution 22-53

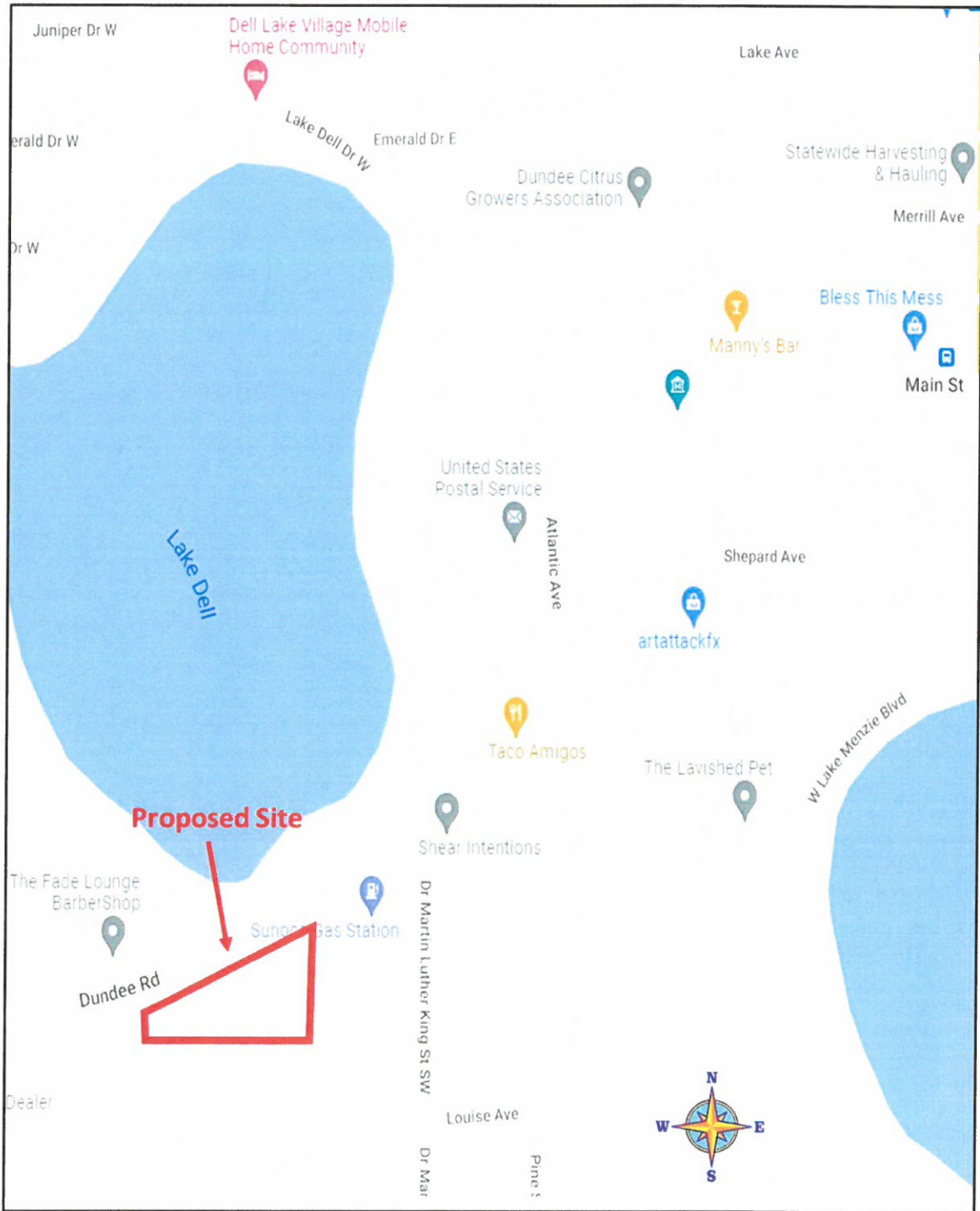
Water Allocation Agreement

Aerial Map

TOWN OF DUNDEE AERIAL PHOTO MAP

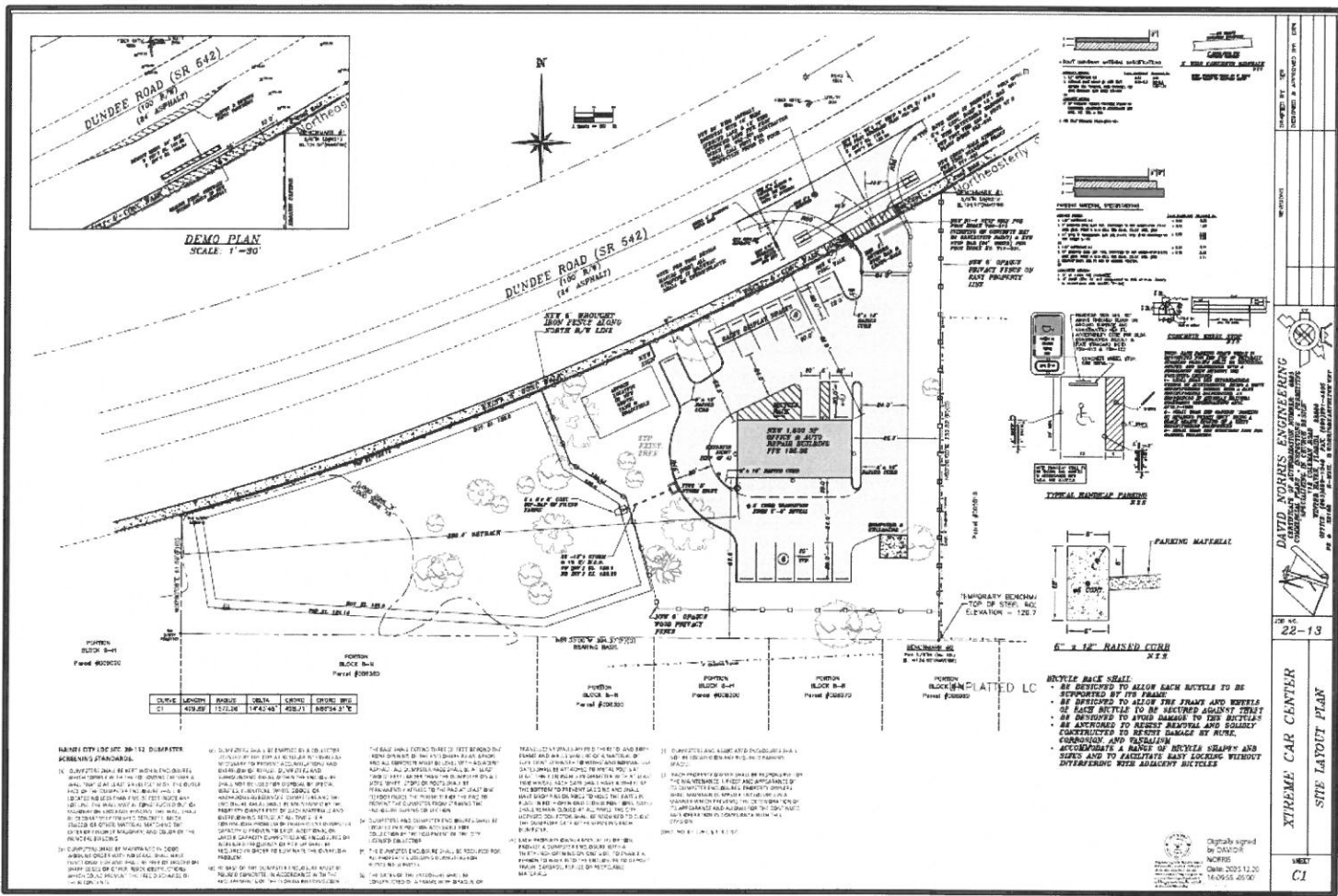


Location Map



Town of Dundee Town Commission Meeting

Site Plan



**RESOLUTION 22-53
PAGE 1**

RESOLUTION NO. 22-53

A RESOLUTION APPROVING THE REQUEST OF XTREME CAR CENTER, INC., TO OBTAIN A SPECIAL EXCEPTION WITH CONDITIONS FOR AUTOMOBILE SALES AND MINOR AUTOMOTIVE REPAIR ON APPROXIMATELY 1.24 ACRES ZONED GENERAL RETAIL COMMERCIAL (CC) LOCATED AT 217 DUNDEE ROAD, FURTHER DESCRIBED AS PARCEL IDENTIFICATION NUMBER 272828-844000-005020; PROVIDING FOR TIMING; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) WITH REGARD TO THE CONDITIONS OF APPROVAL INCLUDING, BUT NOT LIMITED TO, NEGOTIATING AND ENTERING INTO A DEVELOPER'S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Xtreme Car Center, Inc. (the "Applicant"), an active Florida corporation, owns the property located at 217 Dundee Road (as shown in Exhibit "A"); and

WHEREAS, pursuant to 7.05.02 of the Town of Dundee Land Development Code (LDC) and applicable Florida law, the Applicant has submitted an application and a site plan for a Special Exception for automobile sales and minor automotive repair for approval by the Town Commission of the Town of Dundee

WHEREAS, the property has a Town of Dundee zoning designation of General Retail Commercial (CC); and

WHEREAS, the General Retail Commercial (CC) Zoning district permits automobile sales by right with an approved Special Exception; and

WHEREAS, the General Retail Commercial (CC) Zoning district permits minor automotive repair by right with an approved Special Exception; and

WHEREAS, the application for automobile sales and minor automotive repair as presented by the Applicant meets all requirements of Section 3.07.00 of the Town of Dundee Unified Land Development Code; and

WHEREAS, on December 15, 2022, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting considered the Applicant's request for special exception as set forth in this Ordinance

RESOLUTION 22-53
PAGE 2

which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on December 15, 2022, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

WHEREAS, on December 15, 2022, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town's Planning and Zoning Board voted to recommend approval of the Applicant's request for the special exception with conditions as set forth in this Resolution to the Town Commission; and

WHEREAS, the Town Commission has reviewed the Special Exception application, held an advertised public hearing, and provided for comments and public participation in the process in accordance with the requirements of state law; and

WHEREAS, the special exception approval shall be in keeping with the approved site plan (see Exhibit B) and Section 7.05.02(E) of the Dundee Unified Land Development Code, which allows for the conditioning of Special Exceptions.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

Section 1. Special Exception. The Special Exception application for automobile sales and minor automotive repair located at 217 Dundee Road (see Exhibit "A" – aerial photo map of location) is approved and shall conform to the site plan (see Exhibit "B"- the proposed site development plan). Provided further, in accordance with Section 7.05.02(E) of the Town of Dundee Unified Land Development Code, the following conditions and safeguards shall be imposed on the grant this special exception and site plan (see Exhibit "B"), as follows:

1. Completion of a transportation analysis.
2. A signed Concurrency Developer's Agreement and a Water Supply Allocation Agreement.
3. A knee wall and/or wrought iron fence be installed on the portion of property facing Dundee Road.
4. All repair work shall occur inside the building (see attached Exhibit "B");
5. No repair work may occur between 7:00 pm and 8:00 am.

RESOLUTION 22-53
PAGE 3

6. No parking shall be permitted on any unpaved portion of the property located at 217 Dundee Road (see attached Exhibit "A");
7. The Applicant will work with staff to ensure the building design meets and complies with the intent of the Dundee Vision Plan which includes, but shall not be limited to, building aesthetics; and
8. The requirement that a special exception begin to serve the purpose for which it was granted permission within 180 days from the date of approval is extended to 12 months to permit the applicant time to complete site plan approval, construction plan approval, and construction.
9. Notwithstanding other applicable provisions of the Town of Dundee Land Development Code, for purposes of this condition, the term(s) **Abandon/Abandonment** shall also mean the intentional and voluntary relinquishment of the approved use(s). The temporary cessation of the approved use(s) does not operate to effect an abandonment of the use(s). For purposes of this condition, "temporary cessation" means a temporary cessation of a use for a period of time not to exceed 120 consecutive days. In the event of discontinuance of a use for a period of time exceeding 120 consecutive days or a period of time totaling 180 calendar days within a calendar year, the use shall be deemed abandoned. An order of the Town of Dundee Code Enforcement Special Magistrate finding that the subject real property failed to strictly adhere to the condition(s) prescribed by Resolution 22-53 shall constitute an abandonment of the Special Exception.
10. 217 Dundee Road, Xtreme Car Center, Inc., the washing and detailing of cars are to be done on cars that are sold as part of the business of Xtreme Car Center, Inc. Car washing and detailing of cars for the public is not permitted.

Section 2. Timing. In accordance with Section 7.05.03, the special exception, as granted through this Resolution, shall expire if the special exception uses do not commence within twelve (12) months from the date of approval of this Resolution or if such uses are abandoned for a period greater than 180 days.

Section 3. Town Manager Authorization. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions with regard to the conditions of approval of this Resolution which includes, but shall not be limited to, negotiating and entering into a developer's agreement on behalf of the Town of Dundee.

Section 4. Severability. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared

RESOLUTION 22-53
PAGE 4

by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions or portions of this Resolution shall remain in full force and effect.

Section 5. Administrative Correction of Scrivener's Errors. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or her/his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

Section 6. Conflicts. In any case where a provision of this Resolution is found to be in conflict with a provision of any other resolution of the Town of Dundee, the provisions of this Resolution shall prevail.

Section 7. Effective Date. This Resolution shall become effective immediately upon its passage.

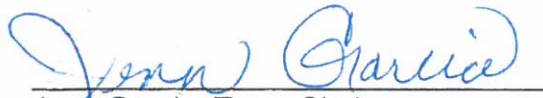
INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session, this 10th day of January, 2023.

TOWN OF DUNDEE



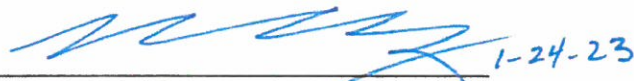
Sam Pennant, Mayor

ATTEST WITH SEAL:



Jenn Garcia, Town Clerk

Approved as to form:



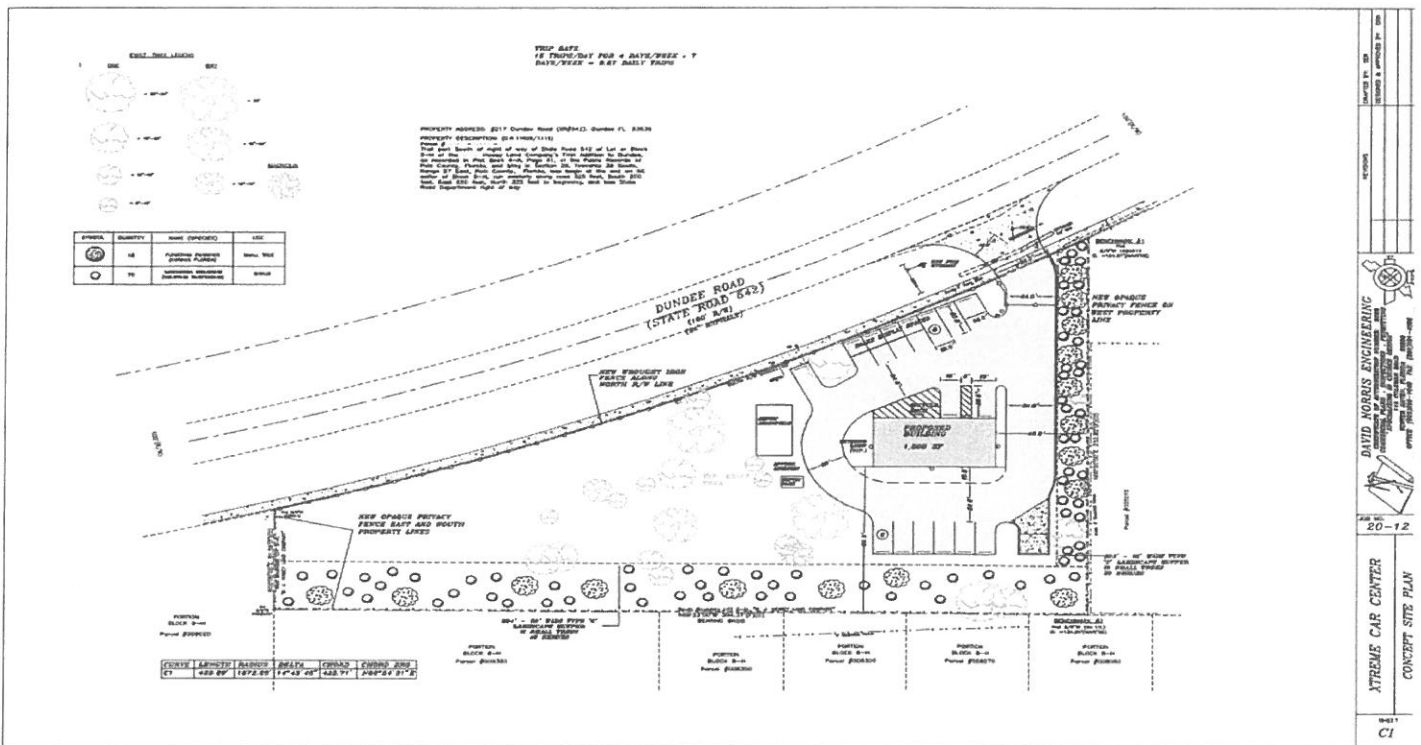
Frederick J. Murphy, Jr., Town Attorney

Resolution 22-53
Exhibit "A"



RESOLUTION 22-53
PAGE 6

Resolution 22-53
Exhibit "B"



Item 4.
Item 2.



INSTR # 2023043719
BK 12592 Pgs 1385-1390 PG(s)6
RECORDED 02/23/2023 04:32:50 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$52.50
RECORDED BY vergayal

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

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

WATER SUPPLY ALLOCATION AGREEMENT

THIS AGREEMENT is made and entered into this 27 day of January, 2023 by and between Xtreme Car Center, Inc. ("OWNER"), and the TOWN OF DUNDEE, FLORIDA, a municipal corporation created under the laws of the State of Florida ("TOWN").
*a FLORIDA Corporation

RECITALS

1. TOWN owns and operates a central water supply system and provides central water service throughout its exclusive service area.
2. OWNER owns property ("Property") upon which it currently owns and operates well(s) through which groundwater is supplied for agricultural or other uses on the Property. The Property is described in Exhibit "A" attached to and incorporated in this Agreement.
3. OWNER proposes to develop the Property which contemplates a conversion of land uses from agricultural or other uses to urban uses.
4. These urban uses will require the extension and delivery of domestic potable water service to the Property.
5. OWNER desires the extension of domestic potable water service to the Property.
6. TOWN is ready, willing, and able to extend such service subject to later execution of an agreement regarding the TOWN's provision of water and wastewater services for the Property as well as other development matters associated with the Property and further subject to transfer of OWNER's water allocation associated with the well(s) located on the Property.
7. OWNER is willing to agree to such water allocation.
8. The parties agree and acknowledge that each of them is authorized and empowered to enter into this Agreement.

*(3 wells existing -
2 are "plugged" -
1 is only
for "monitoring"
W.M.F.)*

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

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. WATER ALLOCATION TRANSFER. The OWNER hereby consents and agrees to transfer and transfers the water allocation (whether surface water, groundwater, or both) allocated by the Southwest Florida Water Management District ("SWFWMD") under consumptive use/water use permit no. A/R (and any other unpermitted water allocation associated with any wells on the Property) to the TOWN. The permitting quantity for the well(s) is currently A/R gallons per day ("GPD"). OWNER further agrees to transfer said permit to TOWN if necessary to effectuate the transfer of the water allocation to the TOWN and execute any documents and/or take any and all other actions determined necessary by the TOWN in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. Provided further that OWNER shall be responsible for any costs and/or actions required by SWFWMD and/or any agencies with jurisdiction in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. This transfer shall become effective upon the effective date of this Agreement.

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

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

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

SECTION 6. WATER SERVICE. Upon execution of an agreement regarding the TOWN's provision of water and wastewater services, the TOWN shall provide water service to the OWNER, its successors or assigns for use on the Property.

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

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

SECTION 9. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full

power and authority to bind the entity for which that person is signing.

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

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

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

SECTION 13. PUBLIC RECORDS. Pursuant to Florida law, if the OWNER is a "contractor" as defined in § 119.07D1(1)(a), Florida Statutes, OWNER must comply with Florida's public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the services herein.
- (b) Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the OWNER upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the TOWN's information technology systems.

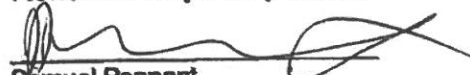
IF OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, JGARCIA@TOWNOFDUNDEE.COM, 202 EAST MAIN STREET, DUNDEE, FL 33838.

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

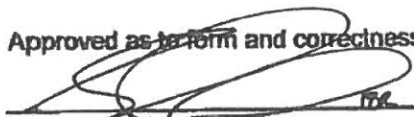
ATTEST:


John Garcia
Town Clerk

TOWN OF DUNDEE, FLORIDA, a
Florida municipal corporation


Samuel Pennant
Mayor

Approved as to form and correctness:


Frederick J. Murphy, Jr.
Town Attorney


STATE OF FLORIDA
COUNTY OF POLK

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

WITNESS my hand and official seal this 10th day of February 2023

My Commission expires:

09/14/2023


Notary Public in and for the State of Florida at Large



Jennifer P. Denson-Garcia
Comm. # GG907816
Expires: Sept. 14, 2023
Bonded Thru Aaron Notary

OWNER
Xtreme Car Center, Inc

Wilbert
By: Wilbert Munoz
Print Name:

↑ Its: President

Date: 1-6-2023

[CORPORATE SEAL]

Brenda Carter
↑ Brenda Carter signature

↑ Witness signature ↑
Print witness name: Joseline Peterson

Joseline Peterson
↑ Witness signature ↑

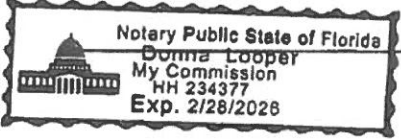
↑ Witness signature ↑
Print witness name _____

STATE OF FLORIDA
COUNTY OF Dolk

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

WITNESS my hand and official seal this 6 day of Jan., 2023.

My Commission expires:



Donna Lopper
Notary Public in and for the State of Florida at Large



EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

That part South of right of way of State Road 542 of Lot or Block 5-H of the W. J. Howey Land Company's First Addition to Dundee, as recorded in Plat Book 4-A, Page 41, of the Public Records of Polk County, Florida, and lying in Section 28, Township 28 South, Range 27 East, Polk County, Florida, less begin at the end on NE corner of Block 5-H, run westerly along road 325 feet, South 200 feet, East 250 feet, North 325 feet to beginning, and less State Road Department right of way.



STATE OF FLORIDA, COUNTY OF POLK
This is to certify that the foregoing is a true and correct copy of the document now of record in this office. Witness my hand and Official Seal on 2/23/23
This copy has been reviewed, and if required by law, redacted.
STACY M. BUTTERFIELD, CLERK CIRCUIT COURT
By [Signature] D.C.

XTREME CAR CENTER INC
217 Dundee Rd, Special Exception

Attn: Lorraine Peterson /Brenda Carter
Town of Dundee

Response to Town Legal Department Comments following email from September 8,2022
As Requested:

Parcel ID: 27-28-28-844000-005020

Metes and Bounds Legal Description of Property: The part South of right of way of State Road 542 of Lot or Block 5-H of the W. J. Howey Land Company's First Addition to Dundee, as recorded in Plat Book 4-A, Page 41, of the Publics Records of Polk County, Florida and lying in Section 28, Township 28 South, Range 27 East, Polk County, Florida, less begin at the end on NE corner of Block 5-H, run westerly along road 325 feet, South 200 feet, East 250 feet, North 325 feet to beginning, and less State Road Department right of way.

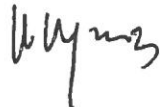
Conditions of use as Auto Sales & Minor Automotive Repairs: "Minor Automotive Repairs" means activities conducted as a service garage involving maintenance or small-scale mechanical work on motor vehicles. This will include inspection, maintenance, repair or replacement of the following:

- A. Batteries
- B. Brake Systems
- C. Fuel Systems
- D. Ignition and Electrical Systems
- E. Oil, Antifreeze, and Other fluids
- F. Tires

"Minor Automotive Repair" does not include disassembly or removal of engines and/or transmissions.

p.d. if any other information is needed feel free to contact me,

Sincerely : Wilbert D. Munoz (863-242-6142)
xtremecarcenterinc@yahoo.com





TOWN COMMISSION MEETING

April 8, 2025, at 6:30 PM

Item 5.

AGENDA ITEM TITLE: Resolution 25-10 in support of Camp Rock

SUBJECT: On March 11, 2025, at a duly noticed public meeting, the Town Commission of the Town of Dundee unanimously voted to approve the *Camp Rock 2025 Summer Program* which included, but was not limited to, Town funding of certain financial assistance and/or scholarship opportunities; and

STAFF ANALYSIS: On March 11, 2025, the Town Commission approved the Program and financial assistance, which is subject to Town appropriation of funding, for children and families residing within the corporate limits of the Town of Dundee, Florida; and The Town Commission of the Town of Dundee, Florida, finds that the Program furthers a *significant public interest* in preserving the welfare and well-being of the children, citizens, and residents of the Town of Dundee, Florida.

FISCAL IMPACT: No Fiscal Impact

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: Resolution 25-10

RESOLUTION NO. 25-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, MEMORIALIZING ITS SUPPORT FOR AND APPROVAL OF THE CAMP ROCK 2025 SUMMER PROGRAM IN ORDER TO PROMOTE AND PROTECT THE HEALTH, SAFETY, AND WELFARE OF CHILDREN AND FAMILIES RESIDING WITHIN THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA; AUTHORIZING THE TOWN MANAGER OR HER/HIS AUTHORIZED DESIGNEE TO TAKE ANY NECESSARY FURTHER ACTIONS TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee (the “Town”) is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the Town is vested with governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, on March 11, 2025, at a duly noticed public meeting, the Town Commission of the Town of Dundee (hereafter the “Town Commission”) unanimously voted to approve the *Camp Rock 2025 Summer Program* (hereafter the “Program”) which included, but was not limited to, Town funding of certain financial assistance and/or scholarship opportunities; and

WHEREAS, on March 11, 2025, the Town Commission approved the Program and financial assistance, which is subject to Town appropriation of funding, for children and families residing within the corporate limits of the Town of Dundee, Florida; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the Program furthers a *significant public interest* in preserving the welfare and well-being of the children, citizens, and residents of the Town of Dundee, Florida; and

WHEREAS, the Town of Dundee, Florida, has complied with all requirements and procedures in processing and adopting this **Resolution No. 25-10**; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval of this **Resolution No. 25-10** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and this **Resolution No. 25-10** is intended to promote, protect, and improve the public health, safety, and general welfare of the employees, citizens, and residents of the Town of Dundee, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AS FOLLOWS:

Section 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 passage of this **Resolution No. 25-10**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the passage of this **Resolution No. 25-10**.

Section 2. Support and Approval.

The Town Commission of the Town of Dundee, Florida (hereafter the “Town Commission”), hereby supports and approves the Camp Rock 2025 Summer Program and/or similar youth summer program (hereafter the “Program”) for the children and families residing within the corporate limits of the Town of Dundee, Florida.

The Town Commission hereby further supports and approves the funding of certain financial assistance and/or scholarship opportunities, which shall be available on a first-come basis and subject to the Town’s appropriation of funding for same, for children and families residing within the corporate limits of the Town of Dundee, Florida.

Section 3. Authorization.

The Town Manager, or her/his designee, is hereby authorized to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 25-10** which includes, but shall not be limited to, negotiating and entering into agreement(s) and, subject to the Town’s appropriation of funding for the Program, authorizing the funding of certain financial assistance and/or scholarship opportunities on a first-come basis for children and families residing within the corporate limits of the Town of Dundee, Florida.

Section 4. Administrative Correction of Scrivener’s Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 25-10** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 25-10** may be re-numbered or re-lettered and the correction of typographical and/or scrivener’s

errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 5. Conflicts.

All resolutions in conflict with this **Resolution No. 25-10** are repealed to the extent necessary to give this **Resolution No. 25-10** full force and effect.

Section 6. Severability.

The provisions of this **Resolution No. 25-10** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-10**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 25-10**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 25-10** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 25-10** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-10** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 25-10**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-10**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 7. Effective Date.

This **Resolution No. 25-10** shall take effect immediately upon passage by the Town Commission of the Town of Dundee, Florida.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 8th day of April, 2025.

TOWN OF DUNDEE

Samuel Pennant, Mayor

Town of Dundee, Florida
Resolution No. 25-10
Resolution in Support of Camp Rock

Item 5.

ATTEST WITH SEAL:

Erica Anderson, CMC, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney



TOWN COMMISSION MEETING

April 8, 2025, at 6:30 PM

AGENDA ITEM TITLE: **DISCUSSION & ACTION, JUNETEENTH TEMPORARY ROAD CLOSURES**

SUBJECT: Town Commission will consider temporary road closures for the Juneteenth parade.

STAFF ANALYSIS: Town staff, in coordination with the community, have scheduled a Juneteenth Parade for Saturday, June 22, 2025, at 10:00 a.m. Staff is requesting approval to temporarily close Dundee Road and Main Street, from Hwy 27 to 8th Street North near the Lake Marie playground restrooms. This route mirrors the one used for the Town’s Annual Christmas Parade.

Upon approval, staff will submit the road closure request to FDOT for permitting. The parade route will be closed starting at 8:30 a.m. and is expected to reopen within an hour. However, staff will request a road closure window from 8:00 a.m. to 12:00 p.m. to ensure adequate time for event setup, the parade, and reopening.

FISCAL IMPACT: None

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: Route Map

