

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 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.