

**Resolution No. 26-06**  
**Exhibit “D”**

**Alford Ridge Subdivision**  
**Certified Subdivision Plan Conditions**

The Town Commission of the Town of Dundee having reviewed the Alford Ridge Subdivision CSP (hereafter the “Alford Ridge CSP”) and having been otherwise fully advised in the premises hereby conditionally approves the Alford Ridge 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* and the conditions set forth in this **Resolution No. 26-06**, as follows:

1. No building permits for any structures will be issued until all required infrastructure systems and improvements required by the Town of Dundee Land Development Code, Code of Ordinances, this **Resolution No. 26-06**, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.
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 (2025)*. For purposes of this condition, upon approval of this **Resolution No. 26-06**, the Applicant shall be authorized to proceed with site construction and dry-line installation for the Subdivision.
3. 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 necessary transportation improvements necessitated by the capacity demands of the Subdivision; proportionate share payment; 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. .
4. Unless the Town has performed a *satisfactory concurrency evaluation* related to the Town’s ability to provide allocable potable water capacity for the Subdivision, the Alford Ridge CSP (see **Composite Exhibit “C”**) shall not be considered complete for the purpose of providing a basis upon which a final plat may be considered for approval.
5. In the event the construction of the required infrastructure systems and/or improvements for the Subdivision are not complete and accepted by the Town, *Final Subdivision Plat approval* for the *Alford Ridge Subdivision* shall be

conditioned upon the Applicant providing the Town with *adequate performance security* and *adequate defect security*.

For purposes of this **Resolution No. 26-06**, *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.

6. The Town of Dundee shall require a lighting plan for all offsite lighting improvements for the Subdivision. The lighting plan shall be submitted by the Owner before completion and approval of all offsite improvements, and it will be the responsibility of the Owner to contact Duke Energy to create such off site lighting improvements. this improvement will be at the cost of the developer being that this is a Polk County RIGHT OF WAY the developer will need to communicate with Polk County for any further requirements set forth by Polk County. Once approved by Polk County, the Owner will need to provide the Town of Dundee with a letter of approval of off-site lighting improvements.
7. The Town requires a school concurrency letter for the Polk County School Board that is good for 180 days. This approval will be conditioned on receipt of a school concurrency letter.
8. Notwithstanding other applicable provisions of the Town of Dundee Land Development Code, for purposes of this **Resolution No. 26-09**, 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. 26-09** shall constitute an *abandonment* of the *site development plan* approved herein.