



RESOLUTION NO. 24-27

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THAT CERTAIN PLAT ENTITLED "SHORES OF LAKE DELL" FOR FILING IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES, AND APPLICABLE PROVISIONS OF THE TOWN OF DUNDEE CODE OF ORDINANCES AND TOWN OF DUNDEE LAND DEVELOPMENT CODE; CONFIRMING THE ACCEPTANCE OF IMPROVEMENTS, INFRASTRUCTURE, AND DEDICATIONS IN FAVOR OF THE GENERAL PUBLIC AND TOWN OF DUNDEE, FLORIDA, AS NOTATED ON THAT CERTAIN PLAT ENTITLED "SHORES OF LAKE DELL" AND ACCEPTING A MAINTENANCE BOND FOR CERTAIN ITEMS OF INFRASTRUCTURE AND IMPROVEMENTS WITHIN THE SHORES OF LAKE DELL SUBDIVISION; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE REPEAL OF ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. (General Location: Northeast corner of the intersection of Bay Street and Lemon Avenue, Town of Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Number 272828-846000-000010).

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.

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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 November 8, 2022, at a duly noticed public meeting, the Town Commission of the Town of Dundee, Florida (the "Town Commission"), adopted *Town of Dundee Resolution No. 22-52* (the "Resolution") conditionally approving the Certified Subdivision Plan (the "CSP") for the *Shores of Lake Dell residential subdivision* (the "Subdivision"); and

WHEREAS, a copy of the Resolution is attached hereto as **Exhibit "A"** and made a part hereof by reference; and

WHEREAS, pursuant to the Resolution (see **Exhibit "A"**), the Town Commission conditionally approved the 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 (the "LDC") and the conditions set forth in the Resolution which included, but was not limited to, the condition that, prior to the issuance of a building permit for *any* structure located on or within the Subdivision, all required infrastructure systems and improvements required by the LDC, the Town of Dundee Code of Ordinances, the Resolution (see **Exhibit "A"**), and applicable Florida law are fully operational and accepted by the Town and/or entity with jurisdiction; and

WHEREAS, on September 10, 2024, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Ordinance No. 24-10* (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 *Town of Dundee Ordinance No. 24-10*, pending a satisfactory concurrency evaluation, the Subdivision was specifically and conditionally exempt from the Moratorium; and

WHEREAS, the Subdivision is to occur on approximately 13.09 +/- acres which are located at the northeast corner of the intersection of Bay Street and Lemon Avenue (0 Old Highway 542, Dundee), Town of Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Number 272828-846000-000010; and

WHEREAS, the applicant, **TBHG, LLC**, an active Florida limited liability company authorized to transact business in the State of Florida (the "Owner" and/or

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"Applicant"), is the owner of the below-described lands, which is the subject of the Subdivision, and submitted that certain plat entitled *Shores of Lake Dell* (the "Plat") for approval for filing by the Town Commission in accordance Chapter 177 of the Florida Statutes, Section 7.01.00 of the LDC, and the Resolution (see **Exhibit "A"**) and

WHEREAS, copies of the Plat, Mortgagee Joinder and Consent, and Notice(s) of Termination of Notice of Commencement are attached hereto as **Composite Exhibit "B"** and made a part hereof by reference; and

WHEREAS, the Plat (see **Composite Exhibit "B"**) includes certain improvements and dedications in favor of the general public and Town of Dundee, Florida; and

WHEREAS, on September 19, 2024, the Bank of Central Florida executed that certain *Joinder and Consent to the Plat and The Dedications and Reservations Shown Thereon (Shores of Lake Dell)* (the "Mortgagee Joinder and Consent") (see **Composite Exhibit "B"**) which was recorded in Official Records Book 13271, Page(s) 1939-1940, public records of Polk County, Florida; and

WHEREAS, on September 24, 2024, the Notice of Termination of Notice of Commencement was executed and thereafter recorded in Official Records Book 13278, Page 212, public records of Polk County, Florida, which terminated the Notice of Commencement recorded in Official Records Book 13122, Page 1524, public records of Polk County, Florida; and

WHEREAS, on September 23, 2024, the Notice of Termination of Notice of Commencement was executed and thereafter recorded in Official Records Book 13278, Pages 213-214, public records of Polk County, Florida, which terminated the Notice of Commencement recorded in Official Records Book 13008, Page 1442, public records of Polk County, Florida; and

WHEREAS, all required conditions and/or performance items set forth by the Resolution (see **Exhibit "A"**) for the Subdivision which included, but were not limited to, road rights-of-way, utility system(s), stormwater management infrastructure and improvements, and wetland mitigation, if any, have been satisfactorily performed and/or completed in accordance with applicable Town requirements and/or standards; and

WHEREAS, Town staff and Town Consultants have confirmed that, pursuant to the Resolution (see **Exhibit "A"**) and all approved construction plans and/or applicable plans for the Subdivision, all improvements have been completed in accordance with applicable Town standards, passed all required tests, all required certifications have been obtained, and the systems are fully operational pursuant to Town requirements and/or standards; and

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WHEREAS, pursuant to applicable law and the Resolution (see **Exhibit “A”**), upon acceptance by the Town Engineer of all subdivision improvements, or the Town’s acceptance of a performance surety, the Applicant may present a final plat to the Town Commission for approval; and

WHEREAS, pursuant to the Resolution (see **Exhibit “A”**) and applicable law, a Maintenance Warranty Bond/Adequate Defect Security (the “Maintenance Bond”) is required in the amount of ten percent (10%) of the actual cost(s) of construction for all public improvements, to be in force for a period of one (1) year and thirty (30) days following acceptance by the Town, via resolution, of said public improvements and dedications; and

WHEREAS, copies of the Maintenance Bond and Engineer’s Certification of Costs for Total Construction are attached hereto as **Composite Exhibit “C”** and made a part hereof by reference; and

WHEREAS, on September 27, 2024, the Engineer’s Certificate (the “Engineer’s Certificate”) was issued by the project engineer for the substantial performance of all required construction in and/or for the Subdivision ; and

WHEREAS, on November 18, 2024, Town staff and/or Town Consultants issued Town of Dundee Acknowledgement of Completion (the “Acknowledgment”) for all improvements required by the approved construction plans and/or applicable plans for the Subdivision; and

WHEREAS, a copy of the Engineer’s Certificate, Acknowledgment, and Town of Dundee Developer Infrastructure Form (collectively referred to as the “COC Documents”) are attached hereto as **Composite Exhibit “D”** and made a part hereof by reference; and

WHEREAS, the Maintenance Bond (see **Composite Exhibit “C”**) ensures the completion of the dedications, improvements, and required infrastructure for the Subdivision as shown on the Plat (see **Composite Exhibit “B”**) in accordance with applicable Florida law, the requirements and standards set forth by the LDC and Town of Dundee Code of Ordinances, and the Resolution (see **Exhibit “A”**); and

WHEREAS, the Plat (see **Composite Exhibit “B”**) was reviewed by Town staff and Town Consultants and, pursuant to said technical review, determined to meet the requirements of Chapter 177 of the Florida Statutes, the LDC and Town of Dundee Code of Ordinances, and the Resolution (see **Exhibit “A”**); and

WHEREAS, on December 10, 2024, at a duly noticed public meeting, the Town Commission considered the *applicant-initiated* request for approval of the Plat (see **Composite Exhibit “B”**) for filing and Town acceptance of the dedications notated

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thereon; and

WHEREAS, on December 10, 2024, the Town Commission, at a duly noticed public meeting, held a public hearing to consider the Plat (see **Composite Exhibit "B"**) for approval and recording; and

WHEREAS, on December 10, 2024, the Town Commission found that approval of the Plat (see **Composite Exhibit "B"**) 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, the Resolution (see **Exhibit "A"**), and the Town of Dundee Land Development Code; and

WHEREAS, on December 10, 2024, the Town Commission held a duly noticed public hearing in order to approve the Plat (see **Composite Exhibit "B"**) and accept the Maintenance Bond (see **Composite Exhibit "C"**), confirm and ratify the Town's affirmative acceptance of the improvements and dedications in favor of the general public and Town of Dundee, Florida, as notated on the plat entitled *Shores of Lake Dell* and found that the approval of this **Resolution No. 24-27** 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 approval and adoption of this **Resolution No. 24-27** is intended and necessary 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 **Resolution No. 24-27** 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, 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.

Section 2. Plat Acceptance.

The applicant, **TBHG, LLC**, an active Florida limited liability company authorized to transact business in the State of Florida (the "Owner" and/or "Applicant"), is the owner

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of the real property, which is the subject of that certain plat entitled *Shores of Lake Dell* (the "Plat") and described in **Composite Exhibit "B"** which is attached hereto and incorporated herein by reference.

The Town Commission of the Town of Dundee (the "Town Commission") having been otherwise fully advised in the premises hereby approves the Plat (see **Composite Exhibit "B"**) for filing by the Town Commission in accordance Chapter 177 of the Florida Statutes, Section 7.01.00 of the LDC, and the Resolution (see **Exhibit "A"**); and the Town Commission hereby confirms and ratifies the Town's acceptance of the dedications to the general public and Town of Dundee, Florida, as notated on the Plat (see **Composite Exhibits "B" and "C"**) which includes, but not limited to, the rights-of-way, utility easements, and infrastructure in accordance with Chapter 177, Florida Statutes.

On December 10, 2024, at a duly noticed public meeting, the Plat (see **Composite Exhibit "B"**) was presented to and reviewed by the Town Commission; and, on December 10, 2024, the Town Commission having been otherwise fully advised in the premises approves the Plat for filing and authorizes the Mayor and Town Clerk to sign the copy of the Plat to be recorded.

Section 3. Maintenance Bond.

Pursuant to the Resolution (see **Exhibit "A"**) and applicable law, the Applicant has provided a Maintenance Warranty Bond/Adequate Defect Security (the "Maintenance Bond"), which is attached hereto as **Composite Exhibit "C"** and made a part hereof, issued by The Ohio Casualty Insurance Company in the sum of **\$124,092.33**, or 10% of the cost of all dedicated and required infrastructure, improvements, and offsite infrastructure in favor of the Town of Dundee, Florida, for the *Shores of Lake Dell Subdivision* (the "Subdivision") as shown on the Plat (see **Composite Exhibit "B"**) and more specifically described in the COC Documents (see **Composite Exhibit "D"**) which shall warrant and indemnify the Town of Dundee, Florida, against all losses sustained resulting from defects in construction, design, or materials for a period of one (1) year and thirty (30) days from the effective date of this **Resolution No. 24-27** accepting the improvements.

Section 4. Authorization.

The Town Manager, or her designee, is hereby authorized to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 24-27** which includes, but shall not be limited to, negotiating and executing any documentation and/or instrument necessary and incidental to the acceptance and approval of the infrastructure and/or required improvements as depicted by the Plat (see **Composite Exhibit "B"**) and more specifically described and/or identified in the COC Documents (see **Composite Exhibit "D"**).

Section 5. Conflicts.

All resolutions in conflict herewith are repealed in order to give this **Resolution No. 24-27** full force and effect.

Section 6. Severability.

The provisions of this **Resolution No. 24-27** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 24-27**, 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. 24-27**, 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. 24-27** 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. 24-27** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 24-27** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 24-27**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 24-27**, 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. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 24-27** 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. 24-27** 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 8. Effective Date.

This **Resolution No. 24-27** shall take effect upon passage by the Town Commission of the Town of Dundee, Florida.

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INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in Regular Session this 10th day of December 2024.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

Lita O'Neill, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

EXHIBIT A

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Shores of Lake Dell Certified Subdivision Plan (CSP)
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RESOLUTION NO. 22-52

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE SHORES OF LAKE DELL SUBDIVISION; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) RELATED TO ENTERING INTO A DEVELOPER'S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE WITH REGARD TO THE CONDITIONAL APPROVAL OF THE CSP FOR THE SHORES OF LAKE DELL; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed Shores of Lake Dell Subdivision (the "Subdivision") is to occur on approximately 13.09 +/- acres which are located at the northeast corner of the intersection of Bay Street and Lemon Avenue (0 Old Highway 542, Dundee), in Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Number 272828-846000-000010, (collectively referred to as the "Property"); and

WHEREAS, the location map for the Property is attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, on November 08, 2022, pursuant to Section 7.01.07 of the Town of Dundee Land Development Code ("LDC"), JSK Consulting, INC (the "Applicant") submitted a Certified Subdivision Plan (the "CSP") for the Subdivision; and

WHEREAS, the CSP is attached hereto as **Exhibit "B"** and incorporated herein by reference; and

WHEREAS, on August 19, 2021, at a duly notice public meeting of the Town Commission of the Town of Dundee, the Town Commission approved a credit for 7.43 +/- acres of privately owned recreation space for the Subdivision; and

WHEREAS, the CSP includes 41 single-family lots and 7.43 +/- acres of recreational land to be owned and maintained by a Home Owner's Association; 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 the technical review performed by the Town and/or Town's consultants, the CSP has not satisfied the general requirements set forth by Section 7.01.07 of the LDC; 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, the Applicant has substantially complied with all the requirements set forth in Section 7.01.07 of the LDC regarding the preparation the CSP 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 a development unless a satisfactory concurrency evaluation is performed in accordance with Section 6.01.00 of the LDC; and

WHEREAS, on the effective date of this Resolution, the Town of Dundee is not able to provide allocable water capacity for the Subdivision; and

WHEREAS, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP; and

WHEREAS, 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 to the Subdivision; and

WHEREAS, the Applicant requests that the Town Commission of the Town of Dundee conditionally approve the CSP for the Subdivision subject to the terms and conditions set forth by this Resolution; and Town Commission's approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to final platting in accordance with applicable Town of Dundee Land Development Code and the conditions set forth by this Resolution.

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

1. The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for this Resolution.
2. The Shores of Lake Dell Certified Subdivision Plan (the "CSP") is attached hereto as **Exhibit "B"** and incorporated herein by reference. The Crystal Lake Preserve Subdivision (the "Subdivision") is located at the northeast corner of the intersection of Bay Street and Lemon Avenue (0 Old Highway 542, Dundee), in Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Number 272828-846000-000010, (collectively referred to as the "Property").

3. The Property is depicted by the location map which is attached hereto as **Exhibit "A"** and incorporated herein by reference.
4. The Town Commission of the Town of Dundee having reviewed the CSP and having been otherwise fully advised in the premises hereby conditionally approves the 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, as follows:
 - a. 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, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.
 - b. 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 developer's agreement is required as a condition of approval for the CSP in order to provide, at a minimum, as follows: (1) detail the Town's inability to currently provide allocable 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.
 - c. Pursuant to Section 7.01.07 of the LDC and applicable provisions of the Code and LDC, the technical review comments which include but are not limited to, the comments included where as composite Exhibit C (the "Comments") provided by the Town's consultants related to the CSP and Subdivision shall be satisfied and accepted by the Town and/or Town's consultants.
 - d. Copies of the Comments are attached hereto as **Composite Exhibit "C"** and incorporated herein by reference.
 - e. 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 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.
5. 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 Subdivision, the construction of the required infrastructure systems and/or

improvements for the Subdivision shall also be complete and accepted by the Town prior to Final Subdivision Plat approval.

6. 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 Subdivision shall be conditioned upon the following: (a) a developer's agreement or development agreement shall be approved by the Town Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and (b) when approved by the Town, the applicant shall provide the Town with *adequate performance security* and *adequate defect security* pursuant to the terms and provisions of a developer's agreement or development agreement.

For purposes of this Resolution, "*adequate performance security*" and "*adequate defect security*" shall mean, at a minimum, as follows:

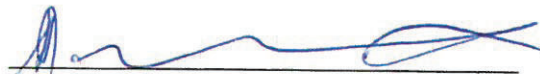
- (a) *Adequate performance security* shall be satisfactory in form to the Town Attorney and the Town Engineer and the Town's planning staff and be in an amount equal to one hundred and twenty-five (125%) percent of the developer's contract for the work that remains uncompleted and not accepted at the 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 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.

7. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions related to entering into a Developer's Agreement with the Applicant and/or Applicant's authorized designee with regard to the terms and conditions set forth by this Resolution and the Town's conditional approval of the Shores of lake Dell Certified Subdivision Plan.
8. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared 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.
9. 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.
10. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, this 8th day of November, 2022.

TOWN OF DUNDEE



Mayor – Sam Pennant

ATTEST:



Town Clerk – Jenn Garcia

Approved as to form:

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Shores of Lake Dell Certified Subdivision Plan (CSP)
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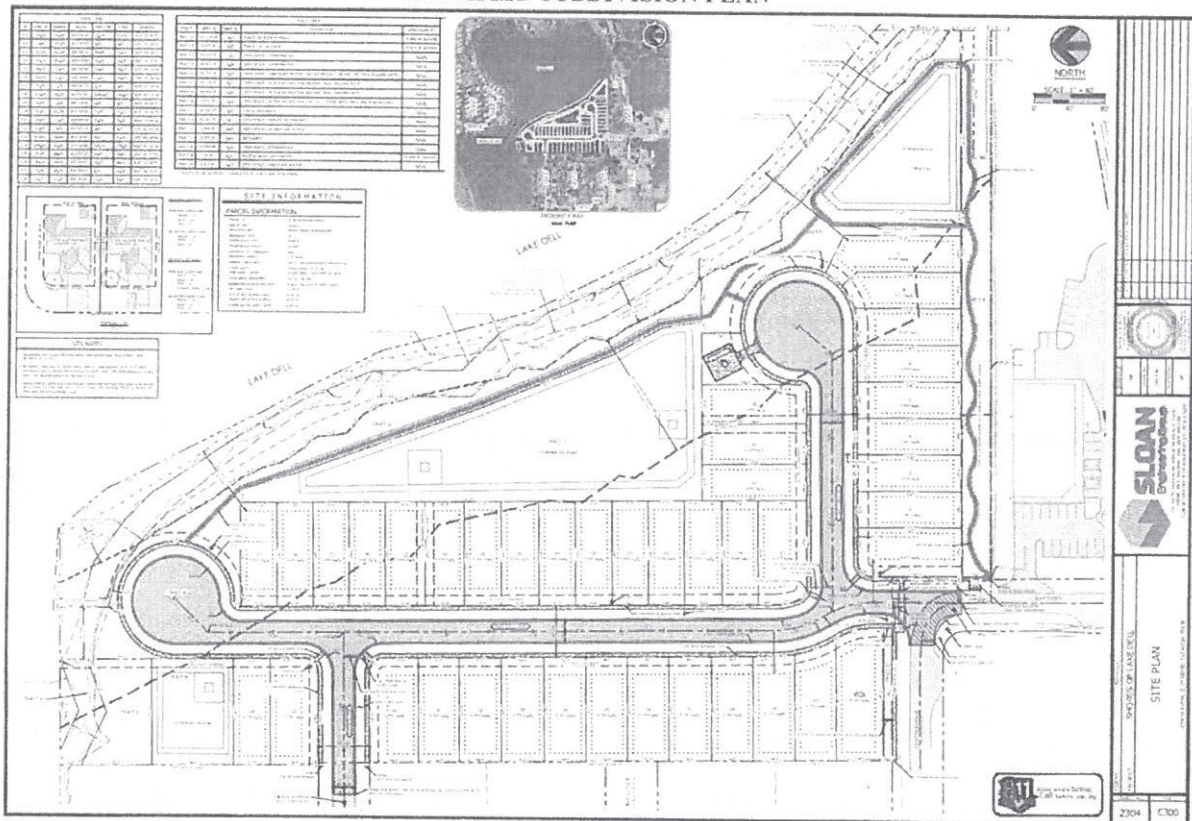
A handwritten signature in blue ink, consisting of several overlapping loops and a final flourish that ends in a small 'm' or 'mu' character.

Town Attorney - Frederick J. Murphy, Jr.

RESOLUTION 22-52 EXHIBIT A LOCATION MAP



RESOLUTION 22-52 EXHIBIT B CERTIFIED SUBDIVISION PLAN



**RESOLUTION 22-52 EXHIBIT C
ORDINANCE 21-19 EXHIBIT D**

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**Ordinance 21-19
Exhibit "D"
Shores of Lake Dell PUD Special Conditions**

1. The Master Development Plan includes potential impacts to the secondary shoreline protection zone. If at the time of subdivision plan review, the project includes impacts in the secondary shoreline protection zone, the applicant will complete a mitigation plan consistent with Section 5.04.06, which may include the enhancement of Lake Dell's shoreline.

REPLAT OF LOTS A THROUGH C OF THE RE-PLAT OF B.B. GRAY PROPERTY, RECORDED IN PLAT BOOK 31, PAGE 2, LOT 5 BLOCK 1, AND LOT 7, BLOCK 2 OF THE PLAT OF LAKE DELL HEIGHTS, RECORDED IN PLAT BOOK 15, PAGE 45, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SHORES OF LAKE DELL

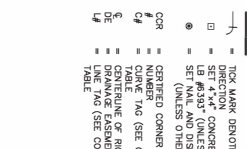
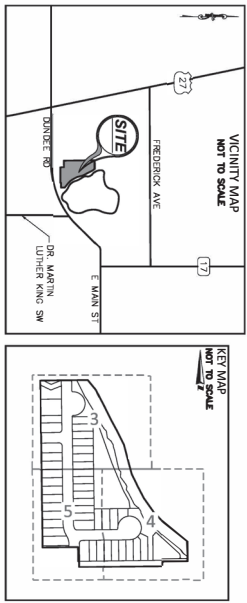
SHORES OF LAKE DELL DEDICATION.

LEGAL DESCRIPTION
REPLAT OF LOTS A THROUGH C OF THE RE-PLAT OF B.B. GRAY PROPERTY, RECORDED IN PLAT BOOK 31, PAGE 2, LOT 5 BLOCK 1, AND LOT 7, BLOCK 2 OF THE PLAT OF LAKE DELL HEIGHTS, RECORDED IN PLAT BOOK 15, PAGE 45, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- SURVEYORS NOTES
1. CALCULATED BY SURVEYOR HERSON ARE BASED ON THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 28 SOUTH, RANGE 27 EAST, BEING SOUTH 00°11'13" EAST, AS MEASURED USING...

CERTIFICATE OF APPROVAL BY HOMEOWNERS ASSOCIATION
THIS IS TO CERTIFY THAT THE SHORES OF LAKE DELL HOMEOWNERS ASSOCIATION HAS REVIEWED AND APPROVED THE SHORES OF LAKE DELL DEDICATION, AND THAT THIS DEDICATION IS IN ACCORDANCE WITH THE BY-LAWS AND ARTICLES OF ASSOCIATION...

ACKNOWLEDGMENT:
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION. THE NAMES OF THE PARTIES TO THIS INSTRUMENT ARE: [] ANDREW HELEY SMALL, AS MANAGER OF THE COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PROVIDED [] IDENTIFICATION.



LEGEND
TICK MARK DENOTING CHANGE IN DIRECTION
CONCRETE MONUMENT
SET NAIL AND DISK PER 11B 6393
(UNLESS OTHERWISE NOTED)
CORNER OF RECORD
CARE TAG (SEE CORRESPONDING CURVE)
CENTERLINE OF RIGHT-OF-WAY
DRAINAGE EXISTING
DRAINAGE EXISTING
UTILITY EASEMENT

ASSM AMERICAN SURVEYING & MAPPING, INC.
NATIONAL DUE DILIGENCE SERVICES
SHEET KEY
SECTION 1 OF 5 LOTS, LEGAL DESCRIPTION, PLAT NOTES, DEDICATION, VICINITY MAP, SCAFFOLDINGS, SEE SHEET 2 OF 5 FOR OVERALL VIEW AND KEY MAP SEE SHEET 3 THROUGH 5 OF 5 FOR DETAILED VIEW AND KEY MAP

NOTICE
THIS PLAT IS BEING RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES, AND THAT THIS PLAT COMPLETES THE DEDICATION AND SURVEYING AND THAT THIS PLAT COMPLETES THE DEDICATION AND SURVEYING AND THAT THIS PLAT COMPLETES THE DEDICATION AND SURVEYING...

CERTIFICATE OF APPROVAL BY CHAIRMAN OF PLANNING AND ZONING BOARD
THIS PLAT HAS BEEN REVIEWED AND ACKNOWLEDGED BY THE PLANNING AND ZONING BOARD OF THE TOWN OF DUNDEE, FLORIDA, ON THIS DATE...

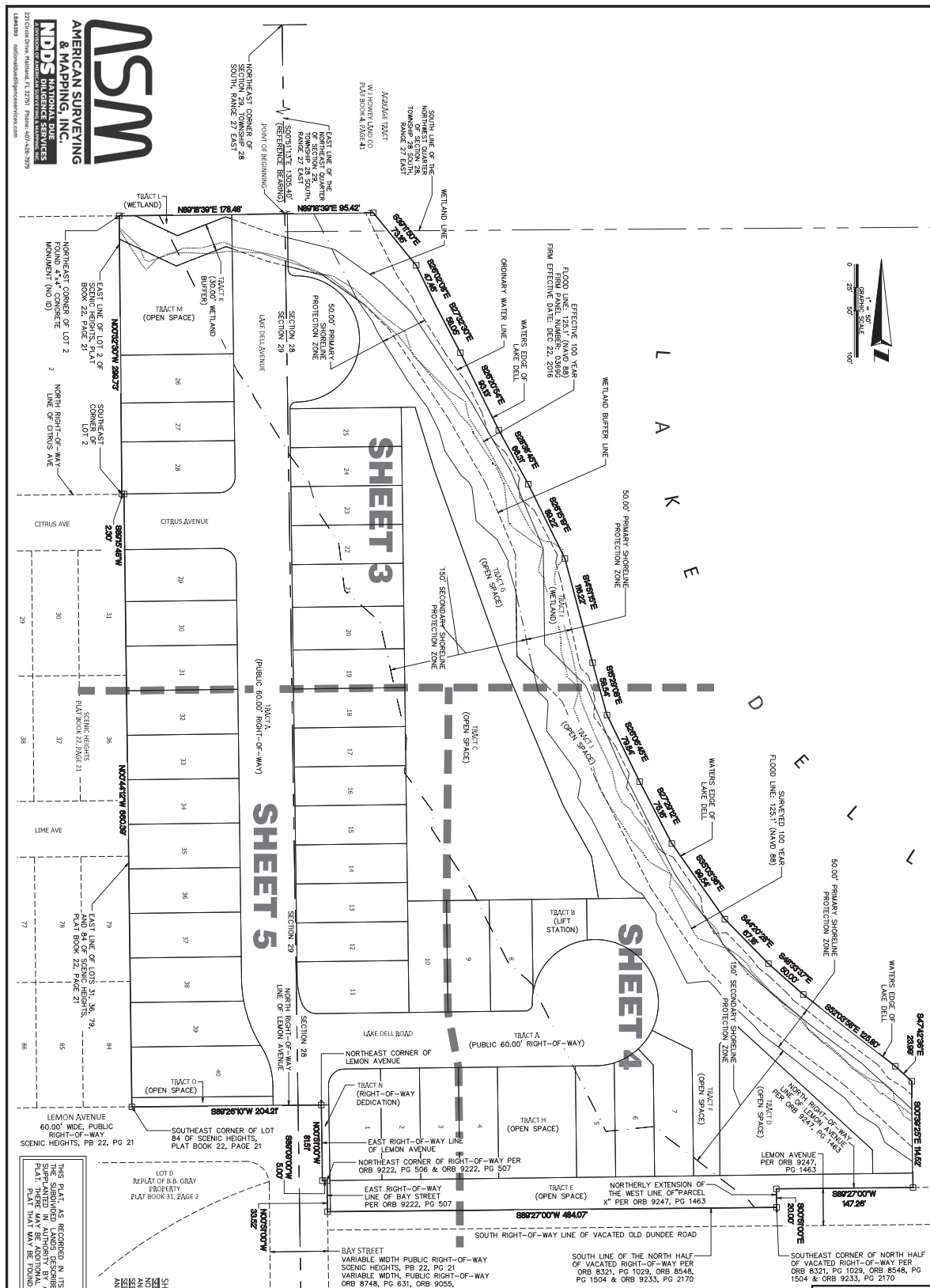
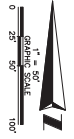
CERTIFICATE OF APPROVAL BY THE TOWN ENGINEERING CONSULTANT
THIS PLAT IS HEREBY APPROVED BY THE TOWN ENGINEERING CONSULTANT ON THIS DATE...

CERTIFICATE OF COUNTY CLERK
I, COUNTY CLERK, HAVE REVIEWED THE PLAT AND THE INSTRUMENTS THEREON AND HAVE FOUND THAT THE PLAT COMPLETES THE DEDICATION AND SURVEYING AND THAT THIS PLAT COMPLETES THE DEDICATION AND SURVEYING...

SHORES OF LAKE DELL

SHEET 2 OF 5
 PLAT BOOK PAGE

A REPLAT OF LOTS A THROUGH C OF THE RE-PLAT OF B.B. GRAY PROPERTY, RECORDED IN PLAT BOOK 31, PAGE 2, LOT 5 BLOCK 1, AND LOT 7, BLOCK 2 OF THE PLAT OF LAKE DELL HEIGHTS, RECORDED IN PLAT BOOK 15, PAGE 45, ALL RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, LYING WITHIN SECTIONS 28 & 29, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA.



ASIM
 AMERICAN SURVEYING
 & MAPPING, INC.
 N.D.S. NATIONAL DUE
 DIVERGENCE SERVICES
 221 Church Street, Tallahassee, FL 32301 Phone: 907-432-7878
 14848343 info@asimusa.com

NOTICE
 THIS PLAT WAS RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, IN THE OFFICE OF THE CLERK OF THE PUBLIC RECORDS, AND WILL BE IN FULL FORCE AND EFFECT FROM THE DATE OF RECORDATION. THE SUBDIVISION LOTS DESCRIBED HEREIN AND WILL BE IN FULL FORCE AND EFFECT FROM THE DATE OF RECORDATION. THE SUBDIVISION LOTS DESCRIBED HEREIN AND WILL BE IN FULL FORCE AND EFFECT FROM THE DATE OF RECORDATION. THE SUBDIVISION LOTS DESCRIBED HEREIN AND WILL BE IN FULL FORCE AND EFFECT FROM THE DATE OF RECORDATION.

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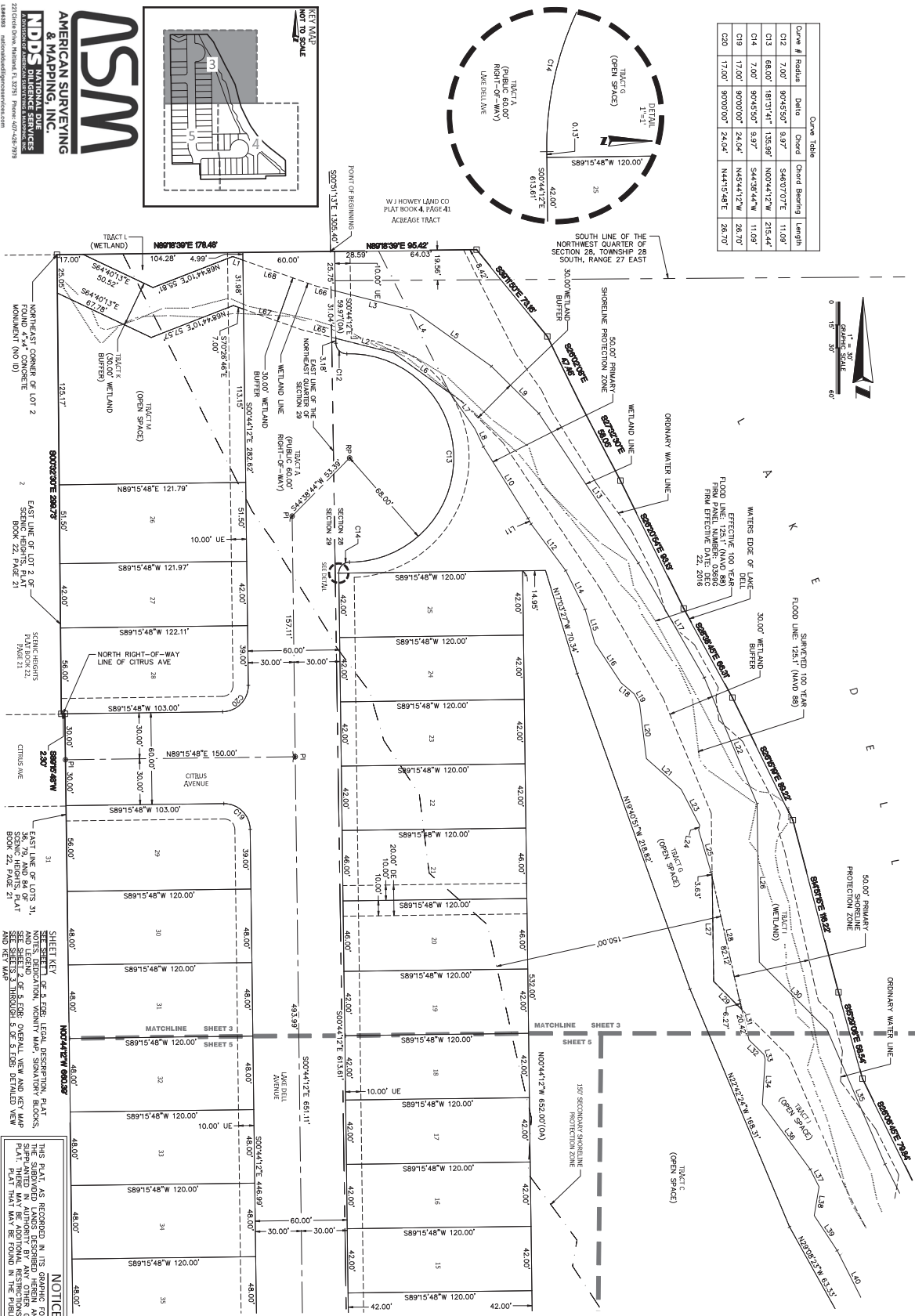
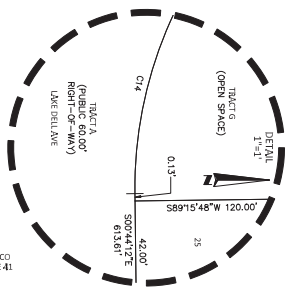
NOTICE
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KEY MAP
 A small inset map showing the location of the current sheet within the larger project area, with sections 28 and 29 highlighted.

SHORES OF LAKE DELL

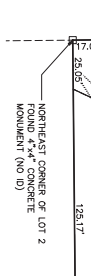
A REPLAT OF LOTS A THROUGH C OF THE RE-PLAT OF B.B. GRAY PROPERTY, RECORDED IN PLAT BOOK 31, PAGE 2, LOT 5 BLOCK 1, AND LOT 7, BLOCK 2 OF LAKE DELL HEIGHTS, RECORDED IN PLAT BOOK 15, PAGE 45, OF THE PUBLIC RECORDS OF POLK COUNTY, LYING WITHIN SECTIONS 28 & 29, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA.

Curve #	Radius	Chord	Chord Bearing	Length
C12	7.00'	90°45'50"	S46°07'07"E	11.09'
C13	68.00'	181°31'41"	N00°04'12"W	215.44'
C14	7.00'	90°45'50"	S44°38'44"W	11.09'
C19	17.00'	90°00'00"	N45°41'29"W	26.30'
C20	17.00'	90°00'00"	N44°15'48"E	26.30'



Line #	Direction	Length
L1	S70°26'46"E	7.07'
L2	S75°22'02"E	38.29'
L3	S75°22'02"E	52.44'
L4	S68°12'21"E	104.06'
L5	N64°29'42"W	44.52'
L6	S40°24'46"E	28.25'
L7	S40°24'46"E	28.25'
L8	S20°48'47"E	13.00'
L9	S45°10'19"E	43.67'
L10	S31°27'48"E	53.08'
L11	S28°09'33"E	4.17'
L12	S36°38'13"E	37.95'
L13	S33°56'42"E	117.36'
L14	S32°58'49"E	28.34'
L15	S10°00'02"E	22.86'
L16	S53°24'32"E	30.89'
L17	S29°34'43"E	86.23'
L18	S49°29'08"E	11.44'
L19	S20°48'47"E	7.02'
L20	S07°07'47"E	36.28'
L21	S46°30'02"E	30.25'
L22	S22°41'27"E	89.30'
L23	S27°11'07"E	26.44'
L24	S12°09'37"W	3.32'
L25	S10°24'46"E	28.44'
L26	S00°43'24"E	103.36'
L27	S00°43'24"E	67.89'
L28	S12°33'42"E	85.15'
L29	S45°00'25"E	25.97'
L30	S45°00'25"E	62.71'
L31	S13°43'51"E	26.69'
L32	S43°17'02"E	13.52'
L33	S19°41'27"E	3.22'
L34	S03°29'03"W	29.57'
L35	S23°18'17"E	95.36'
L36	S30°24'21"E	52.67'
L37	S06°42'39"E	12.80'
L38	S09°30'07"W	18.01'
L39	S33°16'44"E	27.29'
L40	S06°48'27"E	69.32'
L41	S75°52'20"E	23.03'
L46	N75°26'46"W	13.65'
L47	N70°26'46"W	40.23'
L48	N70°26'46"W	48.90'

AMERICAN SURVEYING & MAPPING, INC.
ASMA
 NATIONAL DUE DILIGENCE SERVICES
 221 Church Street, Suite 1100, Jacksonville, FL 32202
 Phone: 904-742-7979
 Fax: 904-742-7979
 Website: www.asma-surveying.com



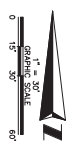
NOTICE
 THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SHORES OF LAKE DELL HEIGHTS, RECORDED IN PLAT BOOK 15, PAGE 45, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. THIS PLAT MAY BE ADDED TO THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE
 THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SHORES OF LAKE DELL HEIGHTS, RECORDED IN PLAT BOOK 15, PAGE 45, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. THIS PLAT MAY BE ADDED TO THE PUBLIC RECORDS OF THIS COUNTY.

SHORES OF LAKE DELL

A REPLAT OF LOTS A THROUGH C OF THE RE-PLAT OF B.B. GRAY PROPERTY, RECORDED IN PLAT BOOK 31, PAGE 2, LOT 5 BLOCK 1, AND LOT 7, BLOCK 2 OF THE PLAT OF LAKE DELL HEIGHTS, RECORDED IN PLAT BOOK 15, PAGE 45, OF THE PUBLIC RECORDS OF POLK COUNTY, LYING WITHIN SECTIONS 28 & 29, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA.

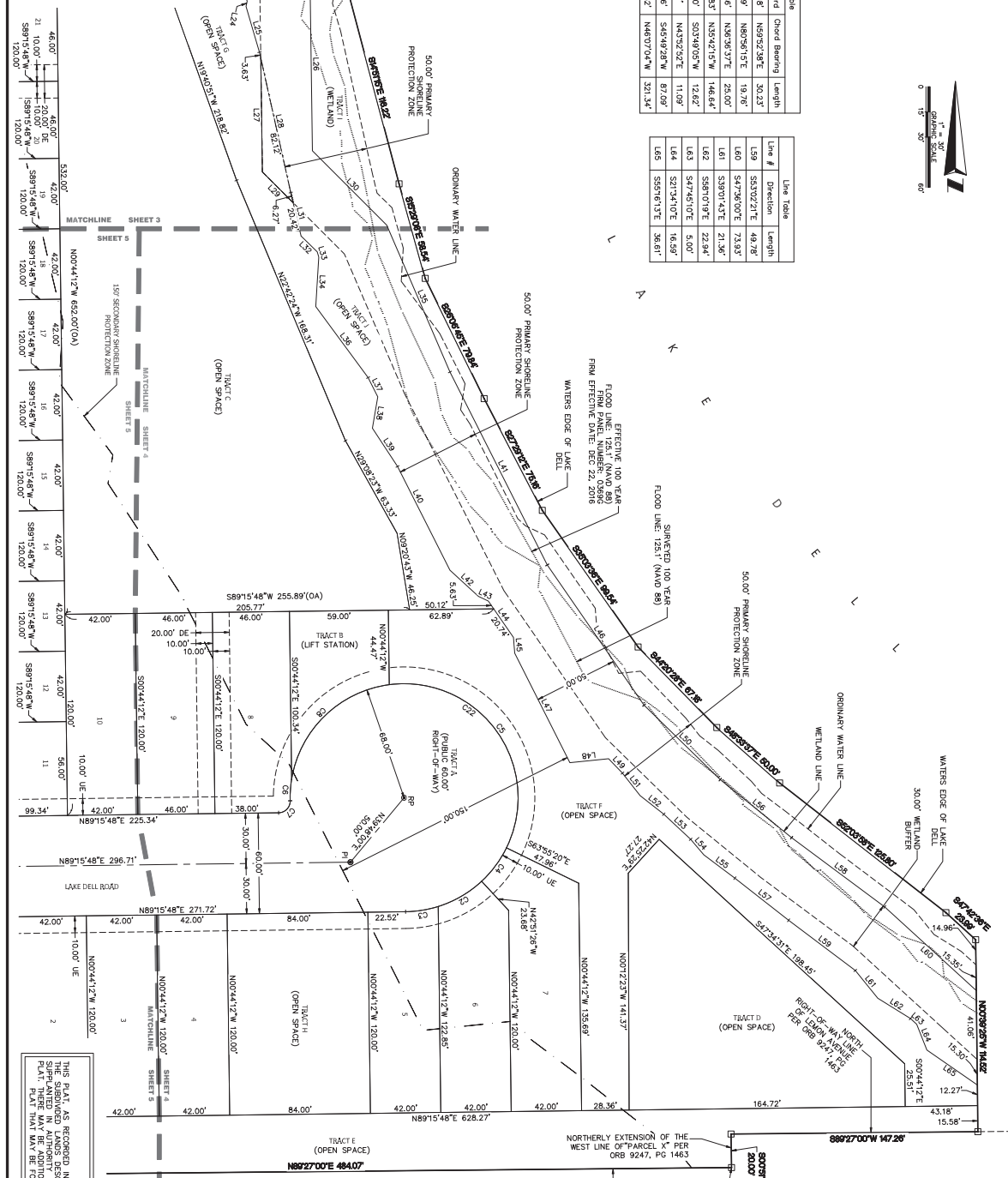
SHEET 4 OF 5
PLAT BOOK
PAGE



Curve #	Radius	Delta	Chord	Chord Bearing	Length
C2	68.00'	2928.07'	29.98'	N89°52'38"E	30.23'
C3	68.00'	1679.07'	19.69'	N80°56'15"E	19.76'
C4	68.00'	2103.97'	24.86'	N87°56'37"E	25.00'
C5	68.00'	1233.94'	19.33'	N35°42'15"W	19.644'
C6	68.00'	1028.02'	12.80'	S03°49'05"W	12.82'
C7	7.00'	9076.53'	9.97'	N43°52'52"E	11.09'
C8	68.00'	7322.44'	81.26'	S45°49'28"W	87.09'
C22	68.00'	27049.44'	95.92'	N46°57'04"W	121.34'

Line #	Direction	Length
L59	S53°02'31"E	49.78'
L60	S47°38'00"E	73.93'
L61	S39°01'43"E	21.36'
L62	S58°10'19"E	22.94'
L63	S47°45'10"E	5.00'
L64	S27°34'10"E	16.89'
L65	S58°16'13"E	36.61'

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AMERICAN SURVEYING & MAPPING, INC.
NATIONAL DUE DILIGENCE SERVICES
227 Church Street, Suite 1100, Jacksonville, FL 32201 Phone: 904-742-9729
www.asssm.com



Line #	Direction	Length
L59	S53°02'31"E	49.78'
L60	S47°38'00"E	73.93'
L61	S39°01'43"E	21.36'
L62	S58°10'19"E	22.94'
L63	S47°45'10"E	5.00'
L64	S27°34'10"E	16.89'
L65	S58°16'13"E	36.61'
L66	S53°22'48"E	69.24'
L67	S53°22'48"E	69.24'
L68	S53°22'48"E	69.24'
L69	S53°22'48"E	69.24'
L70	S53°22'48"E	69.24'
L71	S53°22'48"E	69.24'
L72	S53°22'48"E	69.24'
L73	S53°22'48"E	69.24'
L74	S53°22'48"E	69.24'
L75	S53°22'48"E	69.24'
L76	S53°22'48"E	69.24'
L77	S53°22'48"E	69.24'
L78	S53°22'48"E	69.24'
L79	S53°22'48"E	69.24'
L80	S53°22'48"E	69.24'
L81	S53°22'48"E	69.24'
L82	S53°22'48"E	69.24'
L83	S53°22'48"E	69.24'
L84	S53°22'48"E	69.24'
L85	S53°22'48"E	69.24'
L86	S53°22'48"E	69.24'
L87	S53°22'48"E	69.24'
L88	S53°22'48"E	69.24'
L89	S53°22'48"E	69.24'
L90	S53°22'48"E	69.24'
L91	S53°22'48"E	69.24'
L92	S53°22'48"E	69.24'
L93	S53°22'48"E	69.24'
L94	S53°22'48"E	69.24'
L95	S53°22'48"E	69.24'
L96	S53°22'48"E	69.24'
L97	S53°22'48"E	69.24'
L98	S53°22'48"E	69.24'
L99	S53°22'48"E	69.24'
L100	S53°22'48"E	69.24'

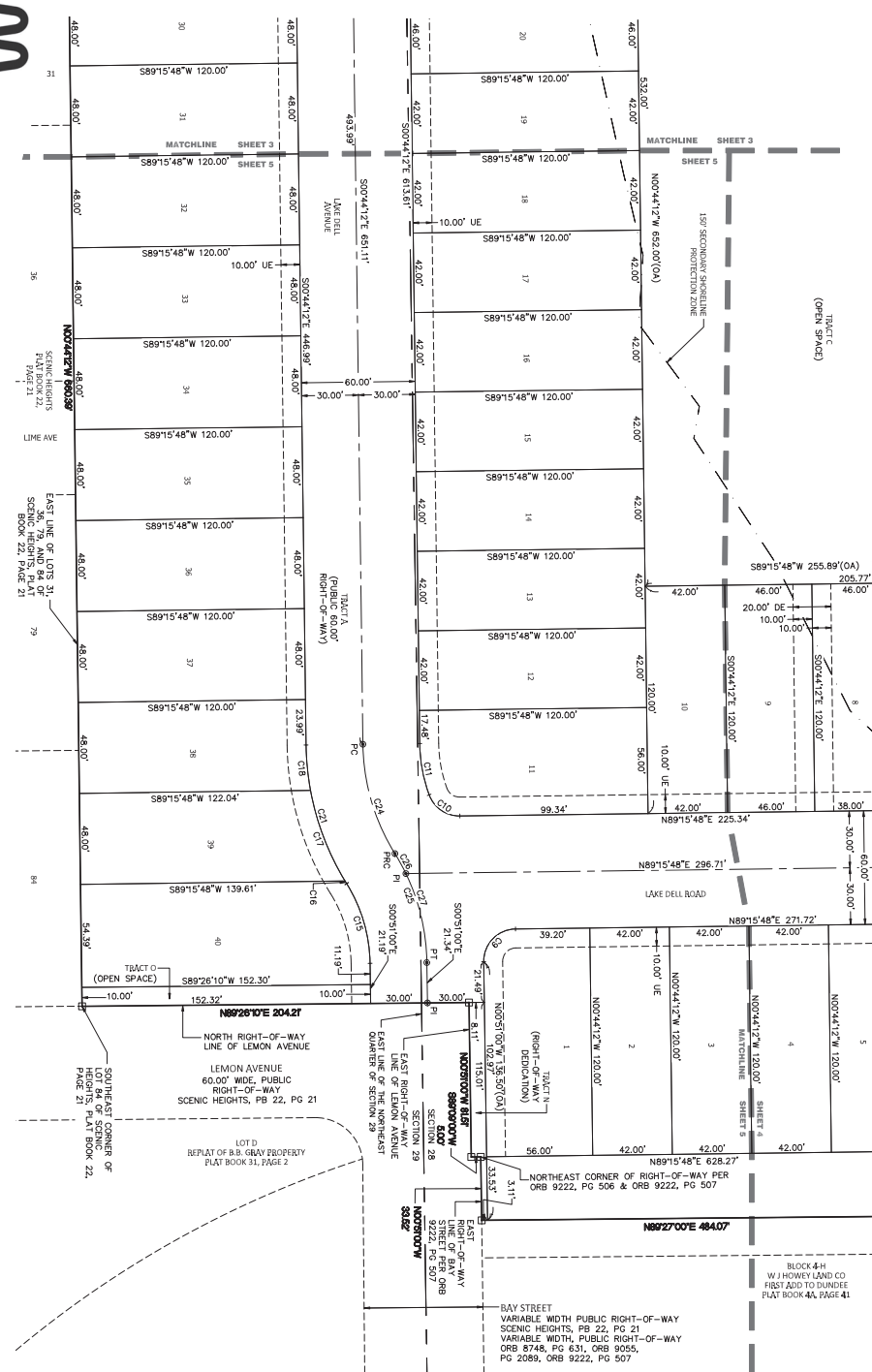
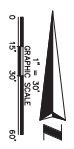
NOTICE
THIS PLAT WAS REGENERATED BY THE ORIGINAL SURVEYOR AND THE ORIGINAL DESCRIPTIONS OF THE SUBDIVISION ARE HEREBY REPRODUCED IN FULL. THE SUBDIVISION IS THE ORIGINAL DESCRIPTION OF THE PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

KEY MAP
NOT TO SCALE

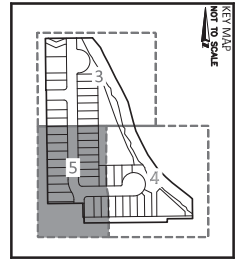
SHEET KEY
OF 5 SHEETS. LEGAL DESCRIPTION, PLAT NOTES, REVISIONS, ADJUSTMENT MAP, SIGNATURE BLOCKS, AND LEGEND OF 5 SHEETS OVERALL VIEW AND KEY MAP SHEETS 1 THROUGH 5 OF 5 SHEETS DETAILED VIEW AND KEY MAP.

SHORES OF LAKE DELL

A REPLAT OF LOTS A THROUGH C OF THE RE-PLAT OF B.B. GRAY PROPERTY, RECORDED IN PLAT BOOK 31, PAGE 2, LOT 5 BLOCK 1, AND LOT 7, BLOCK 2 OF THE PLAT OF LAKE DELL HEIGHTS, RECORDED IN PLAT BOOK 15, PAGE 45, OF THE PUBLIC RECORDS OF POLK COUNTY, LYING WITHIN SECTIONS 28 & 29, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA.



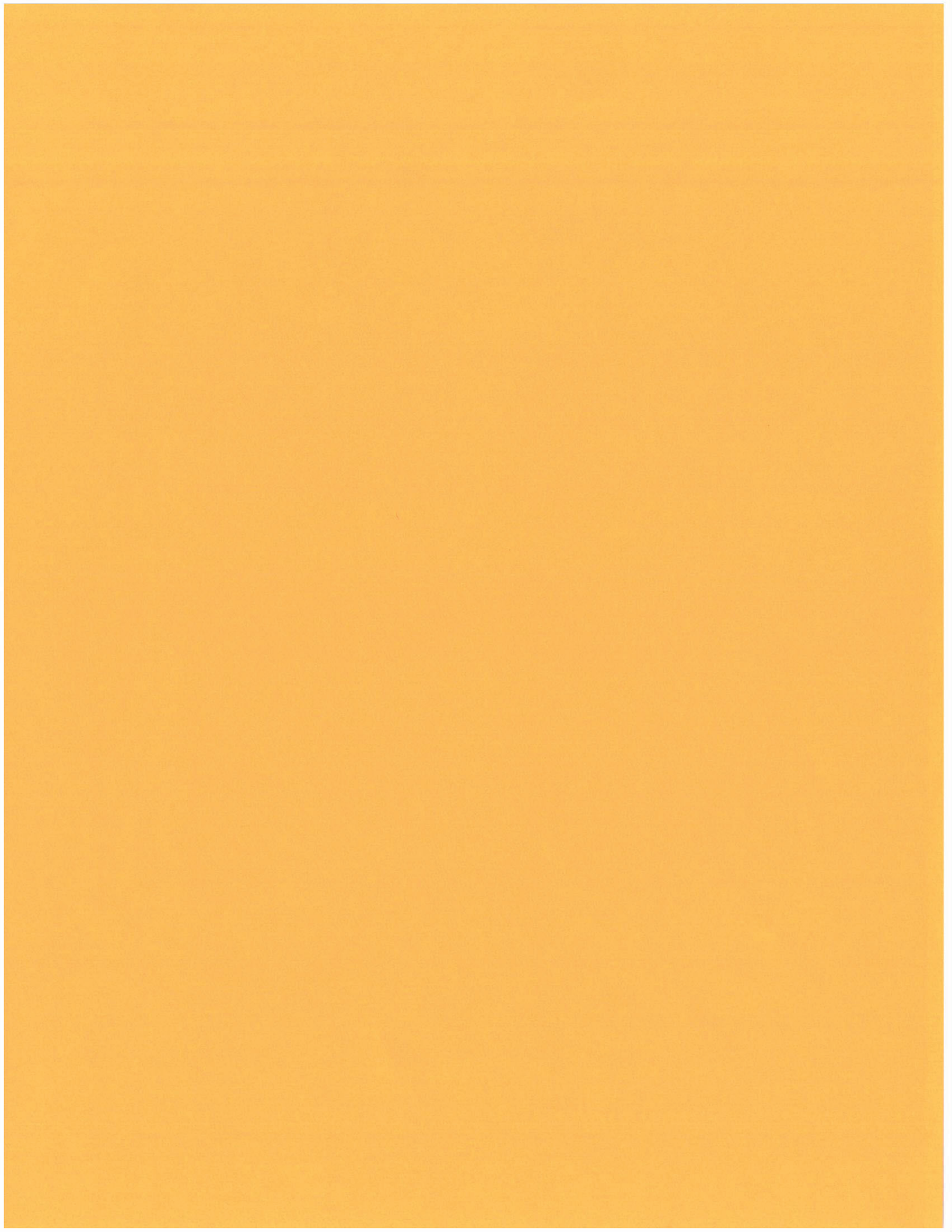
Curve #	Radius	Delta	Chord	Chord Bearing	Length
C3	172.00'	90°00'00"	24.07'	S44°22'44"W	28.73'
C10	172.00'	70°40'10"	19.86'	S55°24'05"E	20.97'
C11	82.00'	191°95'00"	27.53'	S10°24'40"E	27.67'
C18	82.00'	31°01'25"	43.86'	N65°21'44"W	44.40'
C17	142.00'	0°40'05"	1.66'	S31°32'26"E	1.66'
C18	142.00'	20°44'15"	51.11'	S20°50'16"E	51.39'
C21	142.00'	9°43'58"	24.09'	S05°30'11"E	24.12'
C24	112.00'	31°01'25"	78.23'	S16°18'07"E	77.17'
C25	112.00'	31°01'25"	60.12'	S16°18'07"E	60.87'
C26	112.00'	31°01'25"	59.91'	N65°21'44"W	60.65'
C27	112.00'	24°52'34"	48.25'	N31°17'17"W	48.63'



NOTICE

THIS PLAT WAS RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, IN PLAT BOOK 31, PAGE 2, AND IS THE OFFICIAL DESCRIPTION OF THE SUBDIVISION OF LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPERSEDED BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THIS PLAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ASIM
AMERICAN SURVEYING & MAPPING, INC.
NATIONAL DUE DILIGENCE SERVICES
221 CHINA BOWL DRIVE, SUITE 111, DUNDEE, FLORIDA 32114
PH: 407-426-7878
WWW.ASIMSURVEYING.COM





INSTR # 2024216940
 BK 13271 Pgs 1939-1940 PG(s) 2
 RECORDED 09/19/2024 12:53:33 PM
 STACY M. BUTTERFIELD,
 CLERK OF COURT POLK COUNTY
 RECORDING FEES \$18.50
 RECORDED BY jeanboyl

Return to and prepared by:
 Tula Michele Haff, Attorney at Law
 135 N. 6th Street, Second Floor
 Haines City, Florida 33844
 Telephone: 863-421-2626

**JOINDER AND CONSENT TO THE PLAT
 AND THE DEDICATIONS AND RESERVATIONS SHOWN THEREON
 (SHORES OF LAKE DELL)**

The undersigned hereby certifies that it is the holder of the Commercial Mortgage and Security Agreement, between TBHG, LLC and Bank of Central Florida, dated February 14, 2024, recorded February 15, 2024 in OR Book 13008, Page 1428, Public Records of Polk County, Florida upon the real property described in that certain plat entitled SHORES OF LAKE DELL (the "Plat") and that the undersigned hereby joins in and consents to the Plat and the dedications of the lands and reservations described in and/or by the Plat, and agrees that its mortgage, lien or other encumbrance, as it has been, and as it may be, modified, amended, and assigned from time to time, shall be subordinated to the conveyances, dedications, and reservations provided for in and/or by the Plat. This joinder is being executed in accordance with and as required by Section 177.081(2), Florida Statutes, and is intended to serve as a "separate instrument" pursuant to such section.

Signed, sealed and delivered
 in the presence of:

Bank of Central Florida

Michele Hardcastle
 Witness #1

BY: William B Boyle

Michele Hardcastle
 Printed Name

William B Boyle
 Printed Name

1748 Huckleberry Hill Tr.
 Address of Witness #1
Frostproof FL 33843

Title: VP Commercial Banking

Sheldon Williams
 Witness #2

Sheldon Williams
 Printed Name

201 3rd Street SW Winter Haven, FL 33880
 Address of Witness #2

(Signature of **TWO** witnesses required by Florida law)

PROJECT:
PLAT NAME: SHORES OF LAKE DELL

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of September, 2024, by William Boyte as VP of Bank of Central Florida, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

(Notary Seal)

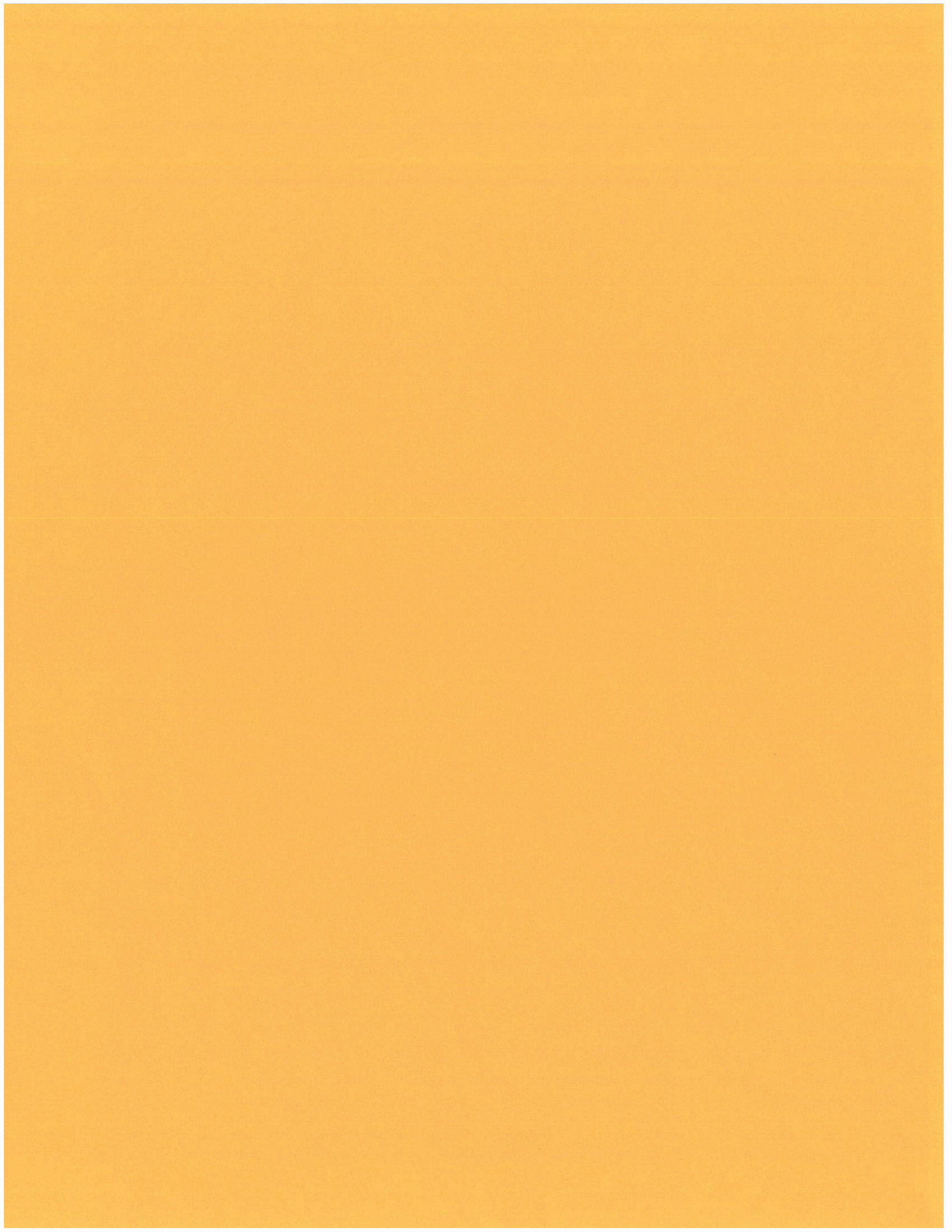


Michele Marie Hardcastle
Notary Signature

Printed Notary Name
Notary Public in and for the County and State aforesaid

My Commission Expires: _____

THIS JOINDER AND CONSENT TO THE PLAT IS BEING RECORDED TO CORRECT THAT CERTAIN JOINDER AND CONSENT DATED SEPTEMBER 16, 2024, FILED FOR RECORD SEPTEMBER 18, 2024 IN O.R. BOOK 13268, PAGE 1770, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.



Prepared by:



INSTR # 2024221384
BK 13278 Pg 212 PG(s)1
RECORDED 09/25/2024 10:33:24 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$10.00
RECORDED BY jeanboyl

Return to: **BANK OF CENTRAL FLORIDA**
5015 S. FLORIDA AVE
LAKE LAND FL 33813

NOTICE OF TERMINATION OF NOTICE OF COMMENCEMENT

The undersigned hereby informs all concerned that the undersigned will **TERMINATE** that certain Notice of Commencement dated 5/20/2024, recorded in **POLK** County, Florida as **OFFICIAL RECORDS INSTRUMENT NUMBER** 2024116952 in **BOOK** 13122, **PAGE** 1524.

In accordance with Section 713.132, Florida Statutes, the following information is provided:

- 1. This Notice of Termination applies to all real property described in the Notice of Commencement, unless a legal description is set forth below this paragraph (in which case this termination is effective only as to the property described on this Notice of Termination).

Legal description of the property: 27-28-28-846000-000010
NEIGHBORHOOD 6666.24 Subdivision Gray B B Property Replat PB 31 PG 2
Street address (if available): 8 OLD HIGHWAY 542, DUNDEE FL 33838

- 2. The date and recording information of the Notice of Commencement being terminated is described above.
- 3. The Notice of Commencement shall be terminated as of _____, (which date may not be earlier than 30 days after this Notice of Termination is recorded). If no date is inserted in the previous blanks, the Notice of Commencement will be terminated 30 days from the date of recording this Notice of Termination.
- 4. All lienors have been paid in full. Prior to the recording of this termination, owner has served a copy of said termination to the contractor and one to each lienor who has given notice.

[Signature]

Owner's Signature

ANDREW SWAIN

Owner's printed or typed name

3100 CYPRESS GARDENS ROAD, WINTER HAVEN FL, 33884

Address

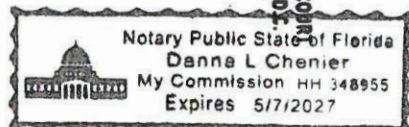
State of FLORIDA
County of POLK

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 24th day of SEPTEMBER, 2024 by ANDREW SWAIN who is X personally known to me OR produced _____ as identification.

Notary Signature and Seal [Signature]



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 _____
This copy has been reviewed, and if required by law, redacted.
By [Signature]
STACY M. BUTTERFIELD, CPA, CLERK CIRCUIT COURT OF POLK COUNTY, FLORIDA





INSTR # 2024221385
 BK 13278 Pgs 213-214 PG(s)2
 RECORDED 09/25/2024 10:33:24 AM
 STACY M. BUTTERFIELD,
 CLERK OF COURT POLK COUNTY
 RECORDING FEES \$18.50
 RECORDED BY jeanboyl

Prepared by:
 Bank of Central Florida
 5015 S. Florida Ave.
 Lakeland FL 33813

**NOTICE OF TERMINATION
 OF NOTICE OF COMMENCEMENT**

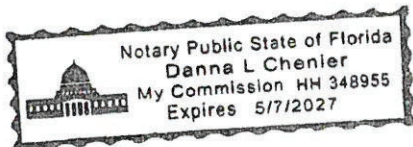
STATE OF FLORIDA
 COUNTY OF POLK

The undersigned hereby gives Notice of Termination of the Notice of Commencement recorded February 15, 2024 in O.R. Book 13008, Pages 1442-1444, of the public records of Polk County, Florida.

1. **Description of Property:** Street Address: Old Hwy 542, Dundee, Florida
 See Exhibit "A"
2. **General description of Improvements:** Subdivision Improvements
3. **Owner Information:**
 - (a) TBHG, LLC
 - (b) Owner's Interest in Property: Fee Simple
4. **Contractor:**
 - (a) Name:
 - (b) Address:
5. Pursuant to Florida Statutes, Section 713.132, the Notice of Commencement is terminated as of 30 days after the Notice of Termination is recorded.
6. This Notice of Termination applies to all real property subject to the Notice of Commencement.
7. To the best of Owner's knowledge, all lienors have been paid in full.
8. A copy of this document is being provided to the Contractor and to anyone who has provided Owner or its designee with a Notice to owner as provided in Florida Statutes Section 713.06(2)(c)(d).

By: _____
 Ian B. Prince, Manager

The foregoing instrument was acknowledged before me on this 23rd day of September, 2024 by Ian B. Prince, by means of physical presence or online notarization who is personally known to me or who [] has produced _____ as identification.



Danna L. Chenier
 Notary Public
 My commission expires: 5-7-2027

CERTIFICATION ON LAST PAGE
 STACY M. BUTTERFIELD
 CLERK OF THE CIRCUIT COURT

EXHIBIT "A"

Lots A, B, and C, REPLAT OF B.B. GRAY PROPERTY, according to the map or plat thereof as recorded in Plat Book 31, Page 2, of the Public Records of Polk County, Florida.

AND

Lot 5, Block 1, LAKE DELL HEIGHTS, according to the map or plat thereof as recorded in Plat Book 15, Page 45, of the Public Records of Polk County, Florida.

AND

Lot 7, Block 2, LAKE DELL HEIGHTS, according to the map or plat thereof as recorded in Plat Book 15, Page 45, of the Public Records of Polk County, Florida.

AND

The North ½ of vacated Old Dundee Road lying South of the same. LESS AND EXCEPT road right of way described in Deed recorded in Official Records Book 9222, Page 506, of the Public Records of Polk County, Florida, and LESS AND EXCEPT that property described in Deed recorded in Official Records Book 9247, Page 1463, of the Public Records of Polk County, Florida.



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 9/25/14
This copy has been reviewed, and if required by
law, redacted.
STACY M. BUTTERFIELD, CPA, CLERK CIRCUIT COURT
By [Signature] D.C.

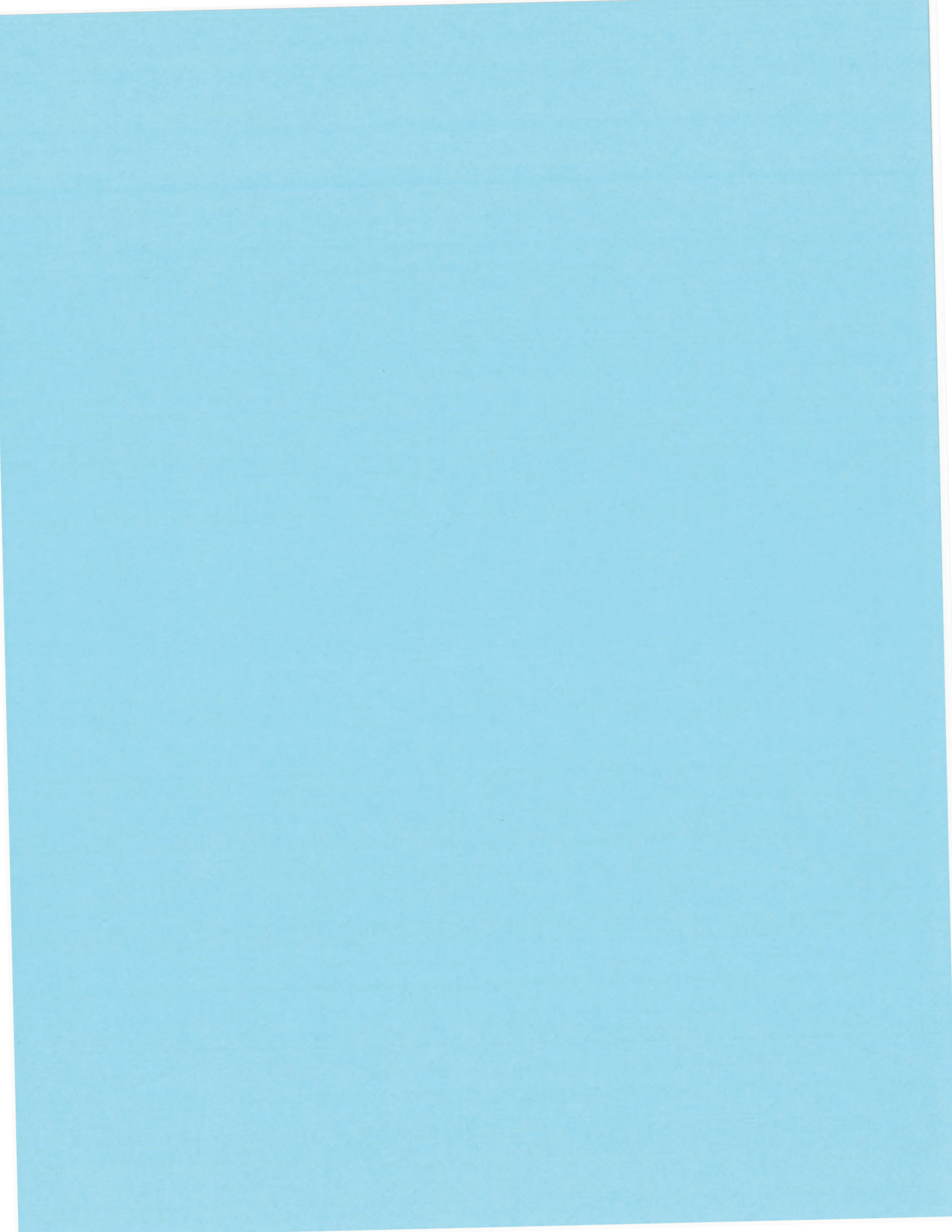


EXHIBIT C

TOWN OF DUNDEE, FLORIDA RESIDENTIAL MAINTENANCE BOND

Bond No. 41K237609

KNOWN ALL MEN BY THESE PRESENTS, that we, TBHG, LLC
_____ as **Principal**, and The Ohio Casualty Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Florida and duly licensed to conduct surety business in the State of Florida, as **Surety**, are held and firmly bound unto The **Town of Dundee, Florida**, a municipal corporation organized and existing under the laws of the State of Florida, as **Obligee**, in the sum of One Hundred Twenty Four Thousand Ninety Two Dollars and Thirty Three Cents (\$ 124,092.33), for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, the Town of Dundee Land Development Code and Town of Dundee Code of Ordinances (collectively hereinafter referred to as the "Code") are by reference incorporated into and made part of this **Town of Dundee, Florida, Residential Maintenance Bond** (hereinafter the "Bond"); and

WHEREAS, the Principal has constructed the required improvements and publicly dedicated infrastructure and utility infrastructure described in the Engineer's Cost Estimate, attached hereto as **Exhibit "A"** and incorporated into and made part of this Bond (collectively hereinafter referred to as the "Improvements"), in the Shores of Lake Dell
_____ subdivision (hereinafter the "Subdivision"), in accordance with the drawings, plans, specifications, certified subdivision plan, recorded plat for the Subdivision, and other applicable data and information related to the Subdivision (collectively hereinafter referred to as the "Plans") filed with the Town of Dundee, Florida, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, as a condition of acceptance of the Improvements, the Principal agrees to provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of Two (2) years following the date of the Obligee's acceptance of the Improvements in the approved platted subdivision known as Shores of Lake Dell
_____ against all loss that Obligee may sustain resulting from defects in construction, design, or materials; and

2. If the Principal shall correct within the above-described warranty period any failure, deterioration, or damage existing in the Improvements so that the Improvements thereafter comply with the technical requirements set forth in the Plans and/or the technical specifications contained in the Code; and

Then this Bond shall be void, otherwise to remain in full force and effect.

3. **Applicable Law, Jurisdiction and Venue.** This Residential Maintenance Bond shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida.
4. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

The Ohio Casualty Insurance Company
175 Berkley Street
Boston, MA 02116

The Principal at:

TBHG, LLC
200 South F Street
Haines City, FL 33844

The Obligee at:

Town of Dundee
202 E. Main Street
Dundee, FL 33838

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 8 day of November, 2024.

[Signature]
Witness

Digna Lopez
Printed Name

[Signature]
Witness

Patricia Blair
Printed Name

[Signature]
Witness

Candy Wagner
Printed Name

[Signature]
Witness

Daniel F. Wagner, JR.
Printed Name

PRINCIPAL:

TBHG, LLC
Name of Corporation

By: [Signature]

Ian Prince
Printed Name

Title: Manager
(SEAL)

SURETY:

The Ohio Casualty Insurance Company
Name of Corporation

By: [Signature]

Taylor Wagner
Printed Name

Title: Attorney-in-Fact
(SEAL)

(attach power of attorney)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210665-984127

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel F. Wagner Jr., Taylor Wagner

all of the city of Lakeland state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of August, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8 day of November, 2024.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



PO Box 253, Bartow, FL 33831

Office: (863) 800-3046

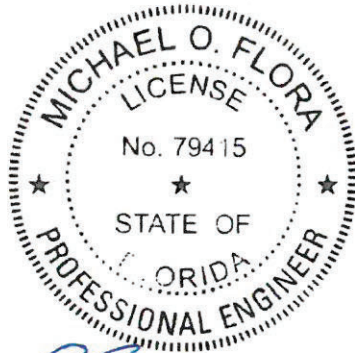
Fax: (863) 800-1159

**COST ESTIMATE FOR CONSTRUCTION
ENGINEERS ESTIMATE OF PROBABLE COSTS FOR "SHORES AT LAKE DELL"**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	GENERAL CONDITIONS				
1	Mobilization	1	LS	\$23,537.63	\$23,537.63
2	Silt Fence	4400	LF	\$1.83	\$8,052.00
3	Saw Cut - Asphalt	500	LF	\$3.85	\$1,925.00
4	Sodding	6238	SY	\$2.87	\$17,903.06
5	Seed and Mulch	1	LS	\$19,798.01	\$19,798.01
	GENERAL CONDITIONS TOTAL				\$71,215.70
	ROADWAY ON-SITE				
6	1.50" SP-9.5 Recycled Asphalt	5430	SY	\$14.19	\$77,051.70
7	8" Limerock Base	5430	SY	\$22.91	\$124,401.30
8	12" Stabilization LBR 40	6330	SY	\$7.58	\$47,981.40
9	Miami Curb	3255	LF	\$15.95	\$51,917.25
10	4' Sidewalk	3085	SF	\$5.11	\$15,764.35
11	Sidewalk Ramps	4	EACH	\$1,099.89	\$4,399.56
12	Striping & Signage Thermoplastic	1	LS	\$3,272.17	\$3,272.17
13	Striping & Signage Standard	1	LS	\$4,633.28	\$4,633.28
	ROADWAY ONSITE CONTROL TOTAL				\$329,421.01
	***ROADWAY OFF-SITE ***				
9	4" Sidewalk Off-Site	1220	SF	\$5.11	\$6,234.20
10	Sidewalk Ramps	2	EACH	\$1,099.89	\$2,199.78
11	1" Mill / SP-9.5 Recycled Asphalt Overlay	220	SY	\$46.03	\$10,126.60
	ROADWAY OFFSITE TOTAL				\$18,560.58
	SANITARY SEWER SYSTEM				
12	5' Manhole (8'-10')	1	EACH	\$17,351.56	\$17,351.56
13	4' Manhole (8'-10')	3	DY	\$8,630.87	\$25,892.61
14	4' Manhole (0'-6')	1	EACH	\$7,383.22	\$7,383.22
15	8" SDR 26 (8'-10')	140	LF	\$34.78	\$4,869.20
16	8" SDR 26 (6'-8')	140	LF	\$30.41	\$4,257.40
17	8" SDR 26 (0'-6')	840	LF	\$27.78	\$23,335.20
18	Single Sewer Service	9	EACH	\$921.24	\$8,291.16
19	Double Sewer Service	16	EACH	\$1,794.21	\$28,707.36
20	Hard Rock	5	LOAD	\$1,099.89	\$5,499.45
	SANITARY SEWER SYSTEM TOTAL				\$125,587.16

	STORM DRAINAGE SYSTEM				
21	15" HP N-12 Pipe	320	LF	\$36.72	\$11,750.40
22	18" HP N-12 Pipe	420	LF	\$41.32	\$17,354.40
23	24" HP N-12 Pipe	400	LF	\$60.15	\$24,060.00
24	30" HP N-12 Pipe	180	LF	\$89.67	\$16,140.60
25	Type C - Control Structure	2	EACH	\$5,462.83	\$10,925.66
26	Type P-5 Inlet	1	EACH	\$10,455.59	\$10,455.59
27	Type P-6 Inlet	7	EACH	\$6,793.73	\$47,556.11
28	15" MES	1	EACH	\$1,539.85	\$1,539.85
29	24" MES	3	EACH	\$1,649.83	\$4,949.49
30	30" MES	1	EACH	\$1,759.82	\$1,759.82
31	Splash Pad	5	EACH	\$1,374.86	\$6,874.30
32	Hard Rock	5	LOAD	\$1,099.89	\$5,499.45
33	Rip Rap	5	LOC	\$1,099.89	\$5,499.45
	STORM DRAINAGE SYSTEM TOTAL				\$164,365.12
	WATER SYSTEM				
34	12" x 8" Wet Tap	1	LS	\$8,834.95	\$8,834.95
35	6" x 6" Wet Tap	1	LS	\$6,865.21	\$6,865.21
36	8" Directional Bore	1	EACH	\$6,937.11	\$6,937.11
37	2" Jumper Assembly	1	EACH	\$2,639.73	\$2,639.73
38	2" Automatic Blowoff Assembly	2	EACH	\$10,202.08	\$20,404.16
39	1" RPZ Backflow Preventer Assembly	1	EACH	\$5,465.93	\$5,465.93
40	4" C900 DR18	120	LF	\$17.04	\$2,044.80
41	6" C900 DR18	40	LF	\$25.26	\$1,010.40
42	8" C900 DR18	1320	LF	\$36.74	\$48,496.80
43	8" Bell Restraint	24	EACH	\$181.60	\$4,358.40
44	8" Gate Valve	8	EACH	\$2,202.63	\$17,621.04
45	8" 22.5° Bend	4	EACH	\$506.89	\$2,027.56
46	8" Sleeve Bend	2	EACH	\$616.39	\$1,232.78
47	8" 45° Bend	3	EACH	\$510.85	\$1,532.55
48	8" Tee	2	EACH	\$819.99	\$1,639.98
49	8" 90° Bend	1	EACH	\$215.39	\$215.39
50	8" Cap	1	EACH	\$274.97	\$274.97
51	8" x 6" Reducer	1	EACH	\$436.83	\$436.83
52	8" x 4" Reducer	1	EACH	\$392.29	\$392.29
53	4" Cap	1	EACH	\$169.28	\$169.28
54	4" Gate Valve	1	EACH	\$1,443.19	\$1,443.19
55	4" Bell Restraint	3	EACH	\$115.50	\$346.50
56	Fire Hydrant Assembly	3	EACH	\$7,145.09	\$21,435.27
57	Single Water Short Service	5	EACH	\$1,132.33	\$5,661.65
58	Single Water Long Service	6	EACH	\$1,137.54	\$6,825.24
59	Double Water Short Service	9	EACH	\$1,989.04	\$17,901.36
60	Double Water Long Service	6	EACH	\$2,315.60	\$13,893.60
	WATER SYSTEM TOTAL				\$200,106.97
	LIFT STATION				
61	Lift Station - Complete	1	LS	\$191,260.42	\$191,260.42
	LIFT STATION TOTAL				\$191,260.42
	FORCEMAIN ON-SITE				
62	Connecting to Liftstation	1	EACH	\$1,044.89	\$1,044.89
63	4" C900 DR18	612	LF	\$15.20	\$9,302.40
64	4" Bell Restraint	7	EACH	\$115.50	\$808.50
65	4" 45° Bend	14	EACH	\$476.58	\$6,672.12
66	4" Gate Valve	1	EACH	\$2,729.11	\$2,729.11
67	Air Release Valve	1	LS	\$16,497.90	\$16,497.90
	FORCEMAIN ON-SITE TOTAL				\$37,054.92

FORCEMAIN OFF-SITE					
68	Connect to Existing Forcemain	1	EACH	\$20,791.25	\$20,791.25
69	4" C900 DR18	1044	LF	\$26.23	\$27,384.12
70	4" Bell Restraint	10	EACH	\$115.50	\$1,155.00
71	4" Directional Bore	1	LS	\$29,396.16	\$29,396.16
72	4" Gate Valve	1	EACH	\$2,729.11	\$2,729.11
73	Air Release Valve	1	EACH	\$16,497.90	\$16,497.90
74	6"x4" Reducer	4	EACH	\$667.36	\$2,669.44
75	4" 45° Bend	4	EACH	\$540.77	\$2,163.08
76	4" 90° Bend	1	EACH	\$565.35	\$565.35
FORCEMAIN OFF-SITE TOTAL					\$103,351.41
				TOTAL	\$1,240,923.29
				WARRANTY BOND 10%	\$124,092.33



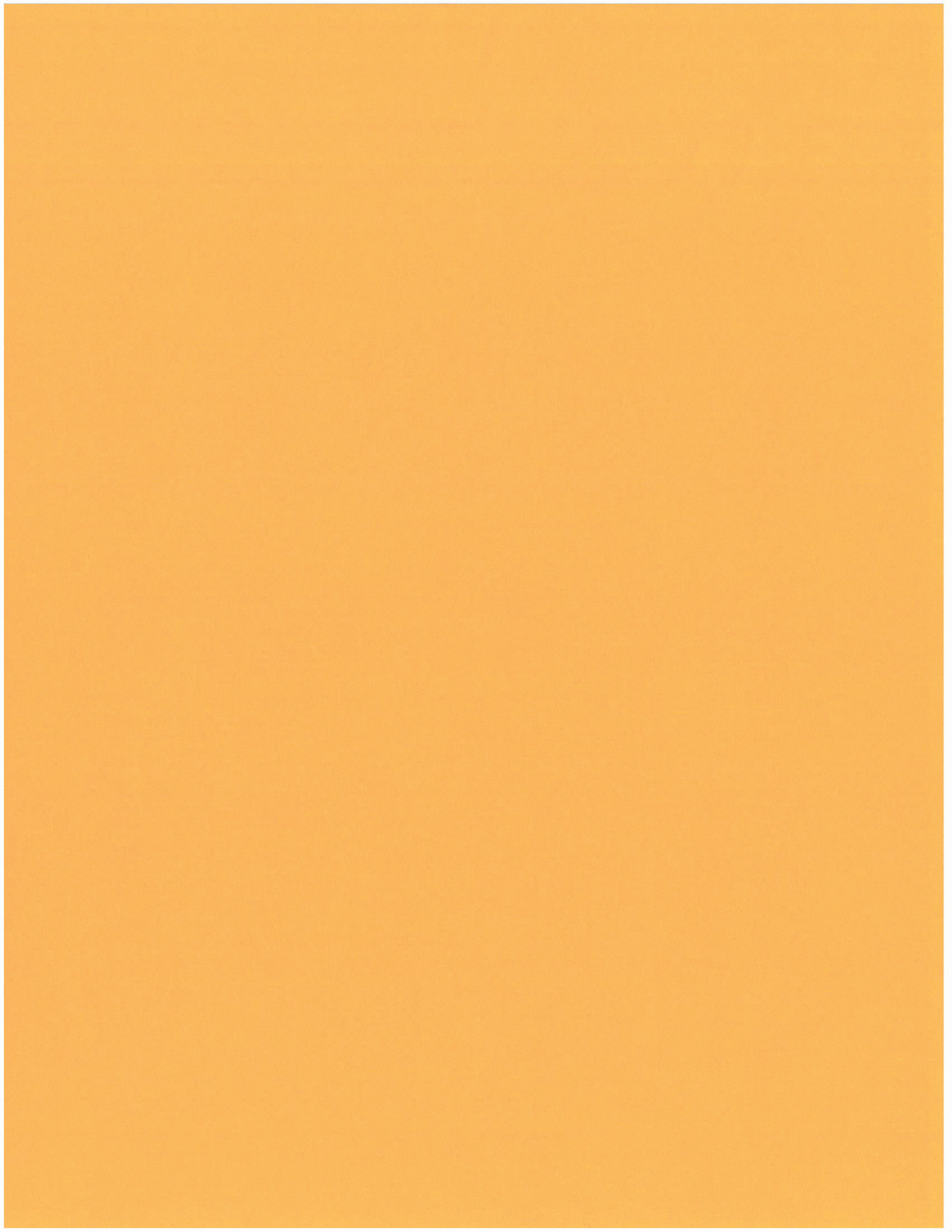
[Handwritten Signature]
 Michael O. Flora, P.E.

8/12/2024

Date

Florida Registration #79415
 Sloan Engineering Group, Inc.
 PO Box 253
 Bartow, Florida 33831 (863) 800-3046
 Certificate of Authorization #26247
 Sloan Engineering Group, Inc.
 PO Box 253
 Bartow, Florida 33831 (863) 800-3046
 Certificate of Authorization #26247

	<input checked="" type="checkbox"/> Reviewed without objection
	<input type="checkbox"/> Rejected
	<input type="checkbox"/> Resubmit
<p>Review is only for general conformance of the submittal with information given and the design concept expressed in the Contract Documents, Plans, and Specifications. Comments made during this review do not provide relief from compliance with the requirements of the same. The Contractor is responsible for confirming and correlating all quantities, dimensions, site conditions, construction means, methods, sequences, procedures, and the coordination of all trades.</p>	
Caleb Wingo	Aug 22 2024
Name	Date
810 East Main Street, Bartow, FL 33830 • 863-537-7901	





PO Box 253, Bartow, Fl 33831

Office: (863) 800-3046

Fax: (863) 800-1159

**COST ESTIMATE FOR CONSTRUCTION
ENGINEERS ESTIMATE OF PROBABLE COSTS FOR "SHORES AT LAKE DELL"**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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	ROADWAY ONSITE CONTROL TOTAL				\$329,421.01
	***ROADWAY OFF-SITE ***				
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	ROADWAY OFFSITE TOTAL				\$18,560.58
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	SANITARY SEWER SYSTEM TOTAL				\$125,587.16

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25	Type C - Control Structure	2	EACH	\$5,462.83	\$10,925.66				
26	Type P-5 Inlet	1	EACH	\$10,455.59	\$10,455.59				
27	Type P-6 Inlet	7	EACH	\$6,793.73	\$47,556.11				
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29	24" MES	3	EACH	\$1,649.83	\$4,949.49				
30	30" MES	1	EACH	\$1,759.82	\$1,759.82				
31	Splash Pad	5	EACH	\$1,374.86	\$6,874.30				
32	Hard Rock	5	LOAD	\$1,099.89	\$5,499.45				
33	Rip Rap	5	LOC	\$1,099.89	\$5,499.45				
	STORM DRAINAGE SYSTEM TOTAL								\$164,365.12
	WATER SYSTEM								
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38	2" Automatic Blowoff Assembly	2	EACH	\$10,202.08	\$20,404.16				
39	1" RPZ Backflow Preventer Assembly	1	EACH	\$5,465.93	\$5,465.93				
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41	6" C900 DR18	40	LF	\$25.26	\$1,010.40				
42	8" C900 DR18	1320	LF	\$36.74	\$48,496.80				
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44	8" Gate Valve	8	EACH	\$2,202.63	\$17,621.04				
45	8" 22.5° Bend	4	EACH	\$506.89	\$2,027.56				
46	8" Sleeve Bend	2	EACH	\$616.39	\$1,232.78				
47	8" 45° Bend	3	EACH	\$510.85	\$1,532.55				
48	8" Tee	2	EACH	\$819.99	\$1,639.98				
49	8" 90° Bend	1	EACH	\$215.39	\$215.39				
50	8" Cap	1	EACH	\$274.97	\$274.97				
51	8" x 6" Reducer	1	EACH	\$436.83	\$436.83				
52	8" x 4" Reducer	1	EACH	\$392.29	\$392.29				
53	4" Cap	1	EACH	\$169.28	\$169.28				
54	4" Gate Valve	1	EACH	\$1,443.19	\$1,443.19				
55	4" Bell Restraint	3	EACH	\$115.50	\$346.50				
56	Fire Hydrant Assembly	3	EACH	\$7,145.09	\$21,435.27				
57	Single Water Short Service	5	EACH	\$1,132.33	\$5,661.65				
58	Single Water Long Service	6	EACH	\$1,137.54	\$6,825.24				
59	Double Water Short Service	9	EACH	\$1,989.04	\$17,901.36				
60	Double Water Long Service	6	EACH	\$2,315.60	\$13,893.60				
	WATER SYSTEM TOTAL								\$200,106.97
	LIFT STATION								
61	Lift Station - Complete	1	LS	\$191,260.42	\$191,260.42				
	LIFT STATION TOTAL								\$191,260.42
	FORCEMAIN ON-SITE								
62	Connecting to Liftstation	1	EACH	\$1,044.89	\$1,044.89				
63	4" C900 DR18	612	LF	\$15.20	\$9,302.40				
64	4" Bell Restraint	7	EACH	\$115.50	\$808.50				
65	4" 45° Bend	14	EACH	\$476.58	\$6,672.12				
66	4" Gate Valve	1	EACH	\$2,729.11	\$2,729.11				
67	Air Release Valve	1	LS	\$16,497.90	\$16,497.90				
	FORCEMAIN ON-SITE TOTAL								\$37,054.92

FORCEMAIN OFF-SITE						
68	Connect to Existing Forcemain		1	EACH	\$20,791.25	\$20,791.25
69	4" C900 DR18		1044	LF	\$26.23	\$27,384.12
70	4" Bell Restraint		10	EACH	\$115.50	\$1,155.00
71	4" Directional Bore		1	LS	\$29,396.16	\$29,396.16
72	4" Gate Valve		1	EACH	\$2,729.11	\$2,729.11
73	Air Release Valve		1	EACH	\$16,497.90	\$16,497.90
74	6"x4" Reducer		4	EACH	\$667.36	\$2,669.44
75	4" 45° Bend		4	EACH	\$540.77	\$2,163.08
76	4" 90° Bend		1	EACH	\$565.35	\$565.35
FORCEMAIN OFF-SITE TOTAL						\$103,351.41
					TOTAL	\$1,240,923.29
					WARRANTY BOND 10%	\$124,092.33



[Signature] 8/12/2024
 Michael O. Flora, P.E. Date

Florida Registration #79415
 Sloan Engineering Group, Inc.
 PO Box 253
 Bartow, Florida 33831 (863) 800-3046
 Certificate of Authorization #26247
 Sloan Engineering Group, Inc.
 PO Box 253
 Bartow, Florida 33831 (863) 800-3046
 Certificate of Authorization #26247

	<input checked="" type="checkbox"/> Reviewed without objection
	<input type="checkbox"/> Rejected
	<input type="checkbox"/> Resubmit
<p>Review is only for general conformance of the submittal with information given and the design concept expressed in the Contract Documents, Plans, and Specifications. Comments made during this review do not provide relief from compliance with the requirements of the same. The Contractor is responsible for confirming and correlating all quantities, dimensions, site conditions, construction means, methods, sequences, procedures, and the coordination of all trades.</p>	
Caleb Wingo	Aug 22 2024
Name	Date
810 East Main Street, Bartow, FL 33830 • 863-537-7901	



SLOAN
Engineering Group

EXHIBIT D

P.O. Box 253, Bartow, Florida 33831
Office: (863) 800-3046
Fax: (863) 800-1159

ENGINEER'S CERTIFICATE

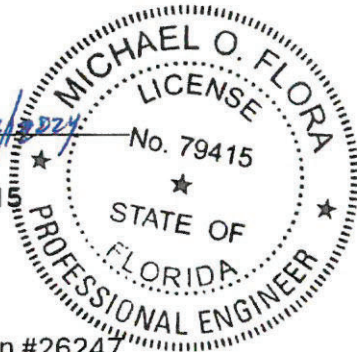
Project Name:
Shores of Lake Dell

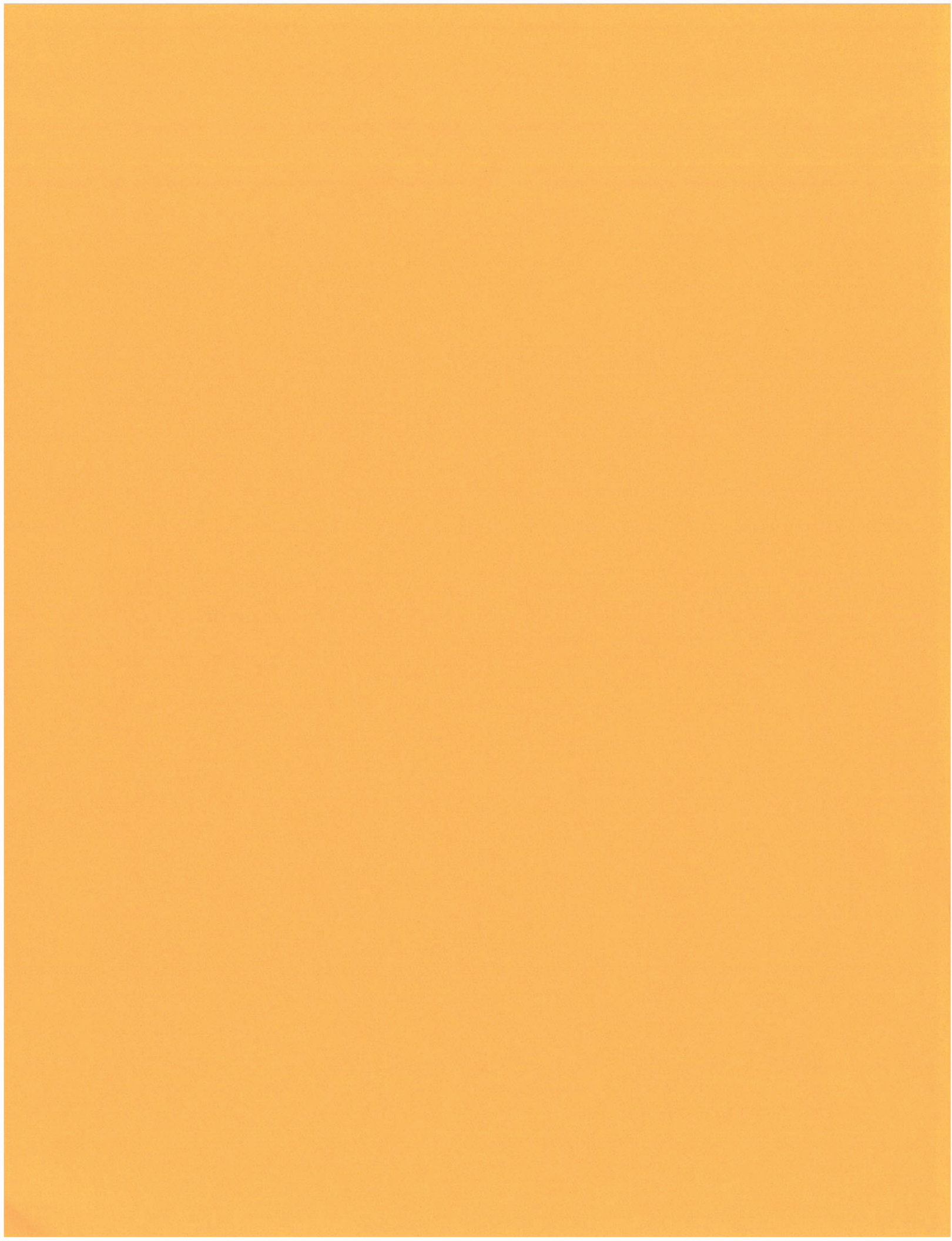
Date:
September 27, 2024

This is to certify that I have made periodic inspections on this project during construction and all work has been substantially performed in accordance with plans and specifications as approved by the Town of Dundee.



Michael O. Flora P.E.
Florida Registration #79415
Sloan Engineering Group
P.O. Box 253
Bartow, Florida 33831
Certificate of Authorization #26247
(863) 800-3046







Town of Dundee

DEVELOPMENT SERVICES

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

November 18, 2024

Taylor Tropf
TBHG, LLC
200 South F Street
Haines City, Florida 33844

RE: Shores of Lake Dell Subdivision

Mr. Tropf

The Town of Dundee acknowledges the completion of all requirements for the water and wastewater utility construction. As well as roads/street and related right-of-way infrastructure, for the above referenced subdivision in accordance with applicable Town of Dundee standards. The Town Commission has not approved the final plat for the Shores of Lake Dell Subdivision, the final plat will be heard at the December 10, 2024, commission meeting.

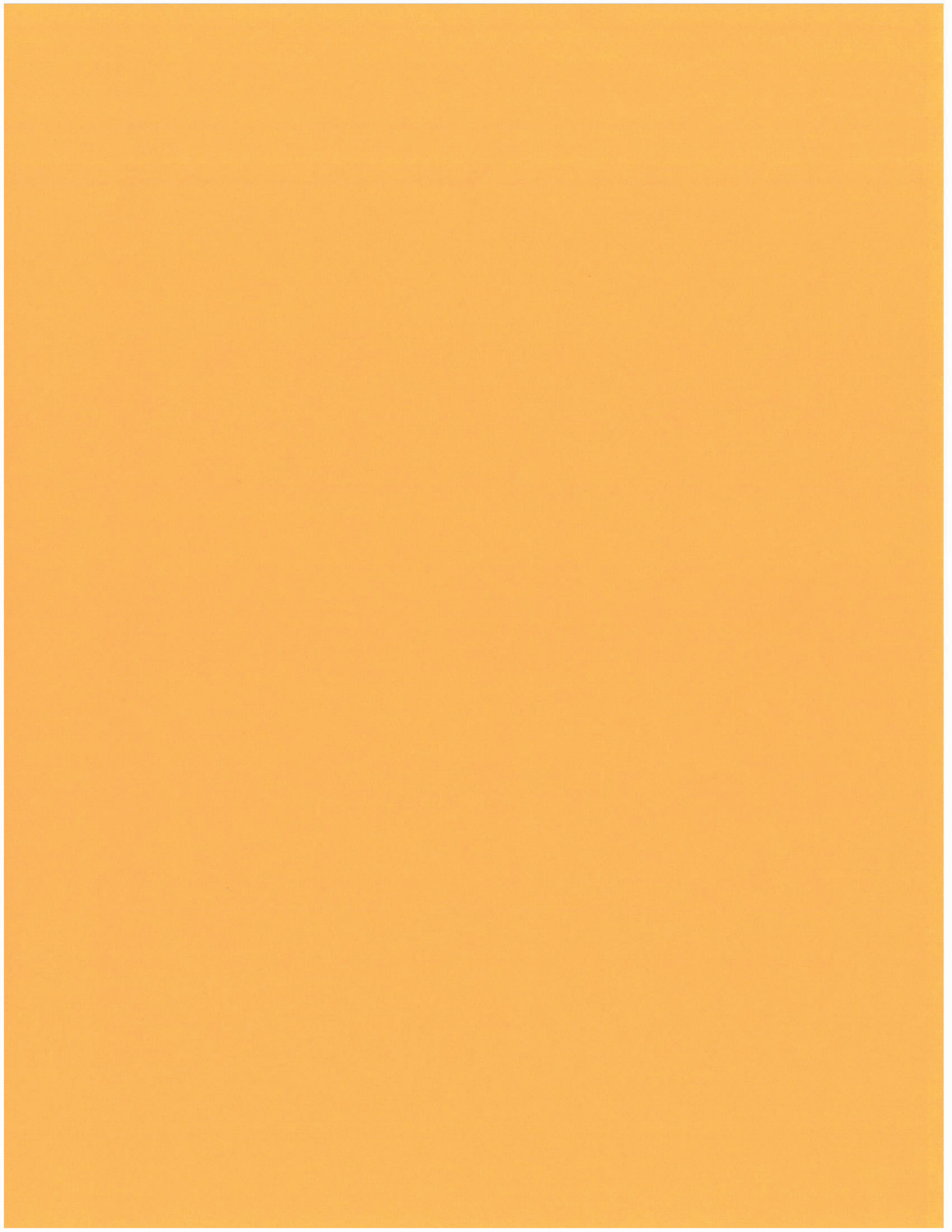
The Public infrastructure should include a 1-year warranty period for all the constructed in accordance with the Town's Code, shall begin as of the date of this letter.

Sincerely,

Lorraine Peterson
Assistant Town Manager/Development Director

Town of Dundee
124 Dundee Road
Dundee, Florida 33838-4306
Tdavis@townofdundee.com
Office: 863-438-8330 ext. 233

CC: Frederick J. Murphy, Jr., Esquire, Town Attorney
Alan L. Rayl, PE, PSM, Rayl Engineering & Surveying, LLC





Town of Dundee

DEVELOPMENT SERVICES

◆ 124 Dundee Road ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8338

Developer Infrastructure Form

For the Town of Dundee to capture the contributed developer improvements for development, please complete and certify the following contributed developer improvements. **Please provide the engineered estimates and/or payouts along with the final costs of the infrastructure improvements** contributed to the Town of Dundee.

Name of Development: Shores of Lake Dell

Water Improvements: 3 # of fire hydrants; \$ 200,106.97 value of materials and installation;
1320 linear feet of 8" main line pipe; 40 linear feet of 6" secondary pipe
 linear feet of " main line pipe; 120 linear feet of 4" secondary pipe

Sewer Improvements: \$ 353,902.50 value of materials and installation;
612 linear feet of 4" Force main pipe; 1,120 linear feet of 8" gravity line pipe
 linear feet of " Force main pipe; linear feet of " gravity line pipe

Road Improvements: \$ 347,981.59 value of materials and installation; \$ 91,057.40 value of land;
 linear feet of collector road; 1,347 linear feet of local road;
 linear feet of alley/trail; 3,175 linear feet of sidewalk

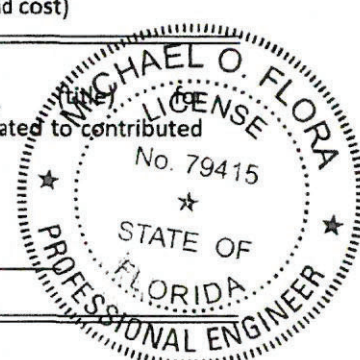
Drainage/Stormwater Improvements: \$ 164,365.12 value of materials and installation

Other Improvement: Silt fence, Sediment, Mulch Type; \$ 45,753.07 value of materials and installation
(Examples include lighting, property, fill dirt, etc. Please specify the improvement and cost)

I, Michael Flora EOE
aforementioned project, hereby swear or affirm that the following information related to contributed
developer improvements to the City of Lake Alfred is accurate.

[Signature]
Signed and Sealed (or notarized below)

11/25/2024
Date



STATE OF FLORIDA
COUNTY OF _____

OATH OR AFFIRMATION

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization,
this _____ day of _____, 20____, by _____ (owner(s) listed above).
Personally Known [] or Produced Identification [].

Print or Stamp Name of Notary (SEAL)

Signature of Notary Public – State of Florida

