

Resolution No. 25-39
Exhibit "A"

PERFORMANCE BOND

Bond No. 0842702

KNOWN ALL MEN BY THESE PRESENTS, That we, KB Home Orlando LLC, as Principal, and Harco National Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Illinois and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, as Obligee, in the sum of Two Million Four Hundred Forty Four Thousand Seven Hundred Seventy Seven and 50/100 (\$ 2,444,777.50) Dollars, 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 Land Development Code of the Town of Dundee (hereinafter the "LDC") and *Town of Dundee Resolution No.* 22-49 (hereinafter the "Resolution") are, by reference, incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to construct the dedicated improvements, improvements, infrastructure and other items described in the Engineer's Cost Estimate, attached hereto as **Composite Exhibit "A"** and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Landings at Lake Mabel Loop platted subdivision, in accordance with the ULDC, drawings, plans, specifications, and other applicable data and information (hereinafter collectively referred to as the "Plans") filed with the Town of Dundee, which the Plans are by reference incorporated into and made part of this Bond by reference; and

WHEREAS, the LDC and/or Resolution requires the Principal to submit an instrument ensuring completion of construction of the Improvements.

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

1. If the Principal shall well and truly perform the construction of the Improvements in the platted area known as Landings at Lake Mabel Loop - Phase 1 subdivision in accordance with the Plans, LDC and Resolution by October 22, 2026 (the "Guaranty Period") and as verified by the Town of Dundee Development Services Division, upon the written approval and acceptance by the Obligee by resolution of the Town Commission of the Town of Dundee, this Bond shall be null and void. If the Improvements are not constructed by 10/22/26 or such later date the Obligee may approve, then this Bond shall be payable to the Obligee.
2. The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the Improvements within the time specified in Paragraph 1, above, the Surety, upon thirty (30) days written notice from the Obligee, or its authorized agent or officer, of the default, will forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs. Should the

Initials

[Signature]

Page 1 of 3

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Surety fail or refuse to perform and complete the Improvements, the Obligee, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the plat for the above-referenced subdivision, shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree.

3. The Principal and Surety further jointly and severally agree that the Obligee, at its option, shall have the right to construct, or caused to be constructed the Improvements in case the Principal should fail or refuse to do so. In the event the Obligee should exercise such right, the Principal and Surety shall be jointly and severally liable hereunder to reimburse the Obligee the total cost of, including without limitation, construction, design, engineering, legal costs and fees, and any contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to complete all of the obligations for construction of the Improvements.
4. Applicable Law, Jurisdiction and Venue. This Performance 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 the Tenth Judicial Circuit in and for Polk County, Florida.
5. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

**Harco National Insurance Company
702 Oberlin Road
Raleigh, NC 27605**

The Principal at:

**KB Home Orlando LLC
9102 Southpark Center Loop Suite 100
Orlando FL 32837**

The Obligee at:

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

[Signatures appear on the next page]

Initials 

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 13th day of September, 2024.

PRINCIPAL:

[Signature]
Witness

Stephen White
Printed Name

[Signature]
Witness

Eileen Sesto
Printed Name

KB Home Orlando LLC
Name of Corporation

By: [Signature]

James Makransky
Printed Name

Title: VP of Finance
(SEAL)

SURETY:

[Signature]
Witness

My Hua
Printed Name

[Signature]
Witness

Claire Trinidad
Printed Name

Harco National Insurance Company
Name of Corporation

By: [Signature]

Brenda Wong
Printed Name

Title: Attorney-in-Fact
(SEAL)

(attach power of attorney)

Initials [Signature]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 9/12/2024 before me, M. Gonzales, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature

M. Gonzales
M. Gonzales, Notary Public



Bond # 0842702

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

SOKHA EVANS, JEFFREY STRASSNER, BRENDA WONG, MARTHA GONZALES, TENZER V. CUNNINGHAM

Los Angeles, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

***RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz
a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day. 9/13/2024

AO0846

Resolution No. 25-39
Exhibit “B”



INSTR # 2024242875
BK 209 Pgs 45-47 PG(s)3
RECORDED 10/25/2024 02:35:00 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$60.00
RECORDED BY triscorn

**Plat Name: Landings at Lake Mabel Loop Phase 1
(Dundee)**

**Section 35
Township 28S
Range 27E**

STATE OF FLORIDA
COUNTY OF POLK

FILED FOR RECORD this **24th day of October**
Recorded in Plat Book: **209**
Page(s) ----- **45-47**

Record verified 10/24/2024.

Stacy M. Butterfield
Clerk of Circuit Court

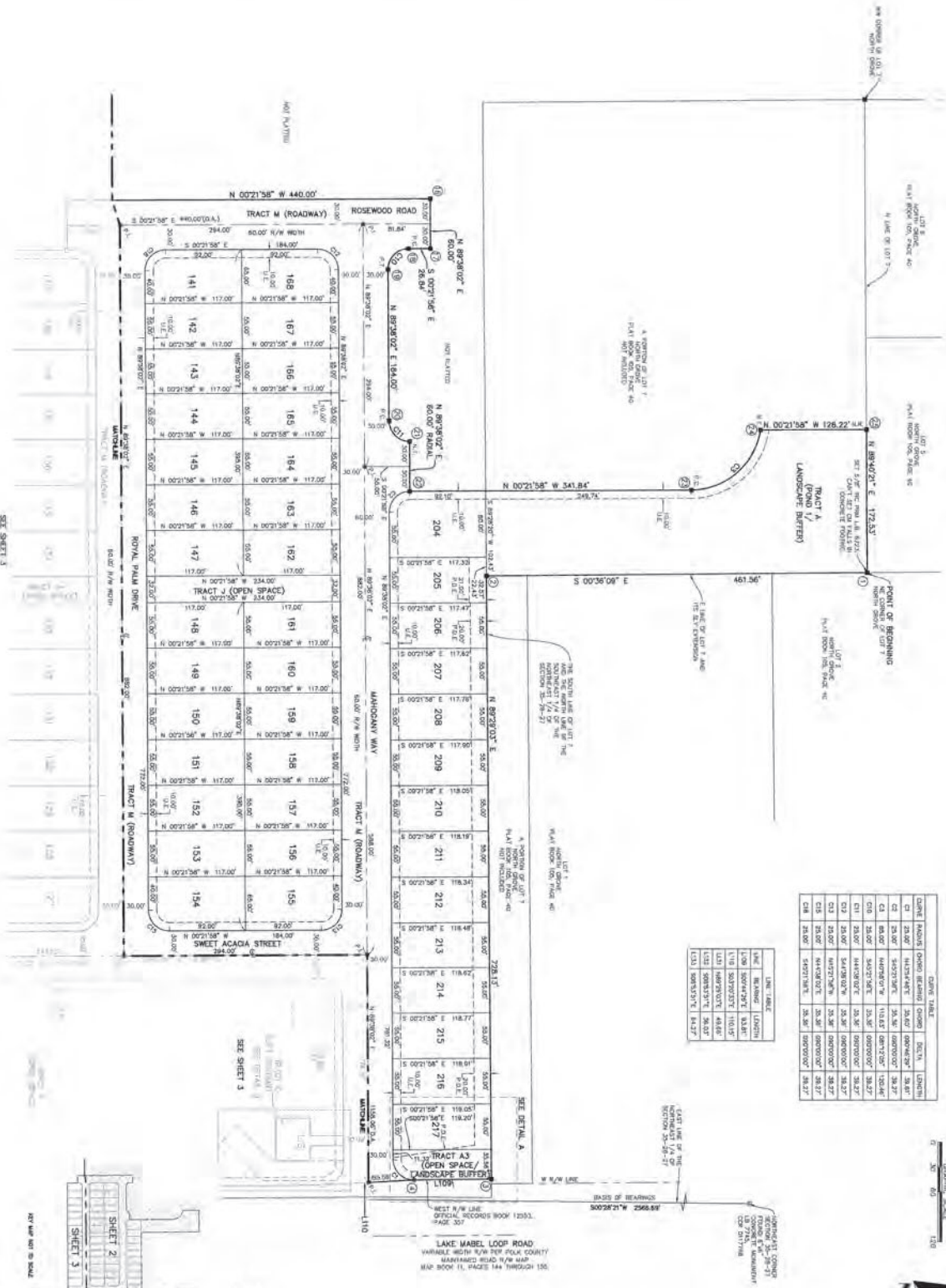
By: *Yolanda Harris*
Yolanda Harris
Deputy Clerk



LANDINGS AT LAKE MABEL LOOP PHASE 1

REPLACING A PORTION OF LOT 7, NORTH GROVE, PLAT BOOK 105 PAGE 40
OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND A PORTION OF LAND
LYING IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST,
TOWN OF DUNDEL, POLK COUNTY, FLORIDA

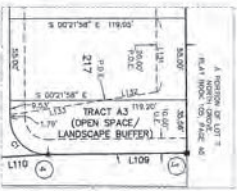
SHEET 2 OF 3 PLAT BOOK 209 PAGE 46



CHAIN	FAULTING	CHAINS	CHAINS	CHAINS	CHAINS
C1	20.00	1137.44	20.00	1137.44	20.00
C2	20.00	1137.44	20.00	1137.44	20.00
C3	20.00	1137.44	20.00	1137.44	20.00
C4	20.00	1137.44	20.00	1137.44	20.00
C5	20.00	1137.44	20.00	1137.44	20.00
C6	20.00	1137.44	20.00	1137.44	20.00
C7	20.00	1137.44	20.00	1137.44	20.00
C8	20.00	1137.44	20.00	1137.44	20.00
C9	20.00	1137.44	20.00	1137.44	20.00
C10	20.00	1137.44	20.00	1137.44	20.00
C11	20.00	1137.44	20.00	1137.44	20.00
C12	20.00	1137.44	20.00	1137.44	20.00
C13	20.00	1137.44	20.00	1137.44	20.00
C14	20.00	1137.44	20.00	1137.44	20.00
C15	20.00	1137.44	20.00	1137.44	20.00
C16	20.00	1137.44	20.00	1137.44	20.00
C17	20.00	1137.44	20.00	1137.44	20.00
C18	20.00	1137.44	20.00	1137.44	20.00
C19	20.00	1137.44	20.00	1137.44	20.00
C20	20.00	1137.44	20.00	1137.44	20.00

LINE	BEARING	LENGTH
1	N 89°28'02" E	32.81
2	S 89°28'02" E	32.81
3	N 89°28'02" E	32.81
4	S 89°28'02" E	32.81
5	N 89°28'02" E	32.81
6	S 89°28'02" E	32.81
7	N 89°28'02" E	32.81
8	S 89°28'02" E	32.81
9	N 89°28'02" E	32.81
10	S 89°28'02" E	32.81

STATE PLAT COORDINATE TABLE	POINT NO.	NORTHING	EASTING
1	13381.01	7914.24	7914.24
2	13381.01	7914.24	7914.24
3	13381.01	7914.24	7914.24
4	13381.01	7914.24	7914.24
5	13381.01	7914.24	7914.24
6	13381.01	7914.24	7914.24
7	13381.01	7914.24	7914.24
8	13381.01	7914.24	7914.24
9	13381.01	7914.24	7914.24
10	13381.01	7914.24	7914.24
11	13381.01	7914.24	7914.24
12	13381.01	7914.24	7914.24
13	13381.01	7914.24	7914.24
14	13381.01	7914.24	7914.24
15	13381.01	7914.24	7914.24
16	13381.01	7914.24	7914.24
17	13381.01	7914.24	7914.24
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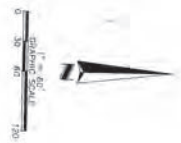


ALLEN COMPANY

SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
LICENSED BUSINESS #723
WINTER GARDEN, FLORIDA 32789
(888) 846-2261 FAX (888) 846-2262

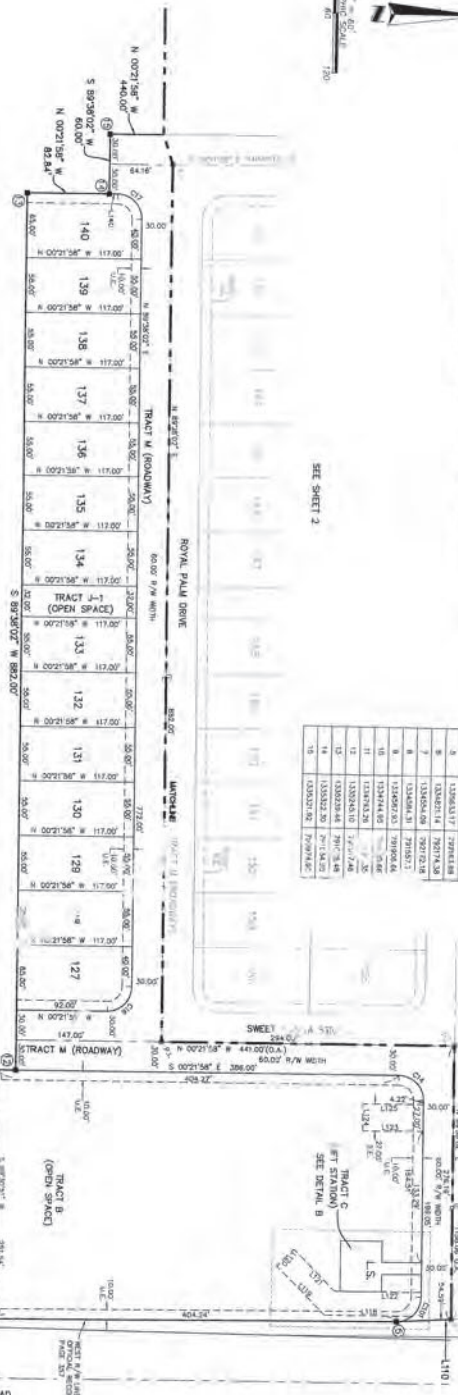
LANDINGS AT LAKE MABEL LOOP PHASE 1

REPLACING A PORTION OF LOT 7, NORTH GROVE, PLAT BOOK 105 PAGE 40 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND A PORTION OF LAND IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUDEE, POLK COUNTY, FLORIDA.



SHEET 2

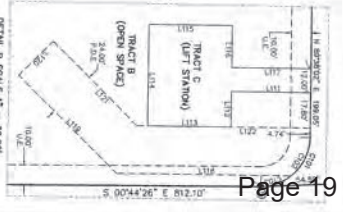
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7	1205421.77	770551.81
8	1205421.77	770551.81
9	1205421.77	770551.81
10	1205421.77	770551.81
11	1205421.77	770551.81
12	1205421.77	770551.81
13	1205421.77	770551.81
14	1205421.77	770551.81
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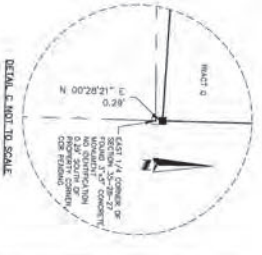
SHEET 2

PLAT BOOK 209 PAGE 47

SHEET 3 OF 3



LINE	BEARING	DISTANCE	AREA
1	N 00°21'58" W	157.02	1.6
2	S 00°28'21" W	207.08	1.6
3	N 00°21'58" W	451.84	1.6
4	S 00°44'29" E	812.10	1.6
5	N 00°21'58" W	157.02	1.6
6	S 00°28'21" W	207.08	1.6
7	N 00°21'58" W	451.84	1.6
8	S 00°44'29" E	812.10	1.6
9	N 00°21'58" W	157.02	1.6
10	S 00°28'21" W	207.08	1.6
11	N 00°21'58" W	451.84	1.6
12	S 00°44'29" E	812.10	1.6
13	N 00°21'58" W	157.02	1.6
14	S 00°28'21" W	207.08	1.6
15	N 00°21'58" W	451.84	1.6
16	S 00°44'29" E	812.10	1.6
17	N 00°21'58" W	157.02	1.6
18	S 00°28'21" W	207.08	1.6
19	N 00°21'58" W	451.84	1.6
20	S 00°44'29" E	812.10	1.6



LINE	BEARING	DISTANCE	AREA
1	N 00°21'58" W	157.02	1.6
2	S 00°28'21" W	207.08	1.6
3	N 00°21'58" W	451.84	1.6
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17	N 00°21'58" W	157.02	1.6
18	S 00°28'21" W	207.08	1.6
19	N 00°21'58" W	451.84	1.6
20	S 00°44'29" E	812.10	1.6

Resolution No. 25-39
Exhibit "C"



Town of Dundee

DEVELOPMENT SERVICES

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

October 1, 2025

Genevieve LaBuda
Poulos & Bennett, LLC
2602 E Livingston St.
Orlando, Florida 32803

RE: Landings at Lake Mabel Loop Phase 1 Subdivision

Dear Genevieve,

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 approved the final plat on October 8, 2024 by Resolution 24-26 for Landings at Lake Mabel Loop Phase 1 Subdivision,

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

Lorraine Peterson
Assistant Town Manager/Development Services Director
Town of Dundee
124 Dundee Road
Dundee, Florida 33838-4306
LPeterson@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

Resolution No. 25-39
Exhibit “D”



**TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY**

APPLICANT: Landings at Lake Mabel Loop, LLC
KB Home Orlando, LLC

DEVELOPMENT: LANDINGS AT LAKE MABEL LOOP (“Development”)

PARCEL NUMBER(S): 272835-000000-012010, 272835-000000-021020, 272835-000000-023020 and 272853050-000071.

LEGAL DESCRIPTION: See attached legal description(s) and map(s).

REQUEST: Section 6.01.07.03 of the Land Development Code of the Town of Dundee – *Adequacy Determination Potable Water*

I. General Narrative.

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

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

Pursuant to *Section 6.01.07.04 of the Land Development Code of Dundee* (hereafter the “LDC”), the Town is the sole provider of water utility service(s) within its Chapter 180, Florida Statutes, Utility Service Area (the “USA”) and all new development is required to connect to the Town’s Water System.

Pursuant to applicable Florida law, the Development is a *master planned community* which is located within the corporate limits of the Town and the USA; and, pursuant to *Section 7.02.08 of the LDC*, the Development is a residential development project to be *built in phases*.

On November 8, 2022, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the “Town Commission”) passed and adopted *Town of Dundee*



**TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY**

Resolution No. 22-49 approving the Certified Subdivision Plan for the Development with Conditions (hereafter the “CSP”).

On October 22, 2024, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Resolution No. 24-26* approving the *Landings at Lake Mabel Loop Phase 1 Final Plat* with Conditions (hereafter the “Phase 1 Approval”).

Pursuant to *Sec. 54-9 of the Code of Ordinances of the Town of Dundee, Florida* (hereafter the “Code”) and *Sections 6.01.04, 6.01.07.03, and 6.01.10(C) of the LDC*, as a condition of approval of the CSP, the Town and Applicant negotiated and entered into a *Concurrency Developer’s Agreement* in order to identify and address, at a minimum, the following: (i) at that time, the Town did not have the necessary utility infrastructure, utility facilities, and/or allocable potable water capacity to serve the Development; (ii) the CSP, for the purpose of providing a basis upon which a final subdivision plat for the Development may be considered for approval, would not be considered complete until the Town has the ability to provide allocable potable water capacity for the Development; and (iii) by entering into the *Concurrency Developer’s Agreement*, the Applicant acknowledged and agreed to assume all risk(s) associated therewith.

The Applicant did in fact negotiate and enter into a *Concurrency Developer’s Agreement* and two (2) *Water Supply Allocation Agreement(s)* for the Development (hereafter collectively the “Agreements”) with the Town. Pursuant to the terms and conditions of the Agreements, any credit or increase to the Town of Dundee Public Supply Water Use Permit, Permit No. 20005893.014 (hereafter the “Town WUP”), by virtue of any transferred agricultural well(s) shall be allocated to the Development.

Pursuant to applicable law which includes, but shall not be limited to, *Section 6.01.04 of the LDC*, where concurrency deficiencies are identified, agreement(s) entered into in order to provide the needed service(s) shall be a condition of development approval of and/or for any development plan(s).

On **May 21, 2025**, pursuant to the Code, the LDC, and applicable provision(s) of the Agreements, the Applicant submitted a request to the Town for an *adequacy determination* related to potable water concurrency for the Development.

Based on the aforementioned, this *adequacy determination* shall **not** modify the terms and conditions of the Agreements (see **Exhibit “B”**); and, in the event of any



**TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY**

conflict(s) between the findings set forth in the *adequacy determination* and the terms and conditions set forth in the Agreements, the Agreements shall be the governing document(s) and take precedence.

II. Moratorium.

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

The purpose of the Ordinance was to place a temporary moratorium on the acceptance and processing of applications for residential *development orders* and *development permits* for real property consisting of more than one (1) acre located within the corporate limits of the Town of Dundee, Florida, in order for the Town to address, amongst other things, potable water capacity and applicable level(s) of service in the Town’s water utility system.

Copies of the CSP, Phase 1 Approval, and the Ordinance are attached hereto as **Exhibit “A”** and incorporated herein by reference.

Pursuant to *Section 5* and *Section 6* of the Ordinance (see **Exhibit “A”**), the Ordinance provided for certain exception(s) to the moratorium imposed which include, but are not limited to, the following: (i) any credit/increase received to the Town’s Public Supply Water Use Permit (hereafter the “Town WUP”) arising out of the transfer of agricultural wells pursuant to and/or in accordance with the Agreements; and (ii) any individual exceptions authorized by the Town Commission for those developers with *extraordinary hardship(s)* or *vested development rights*.

Copies of the Agreements are attached hereto as **Exhibit “B”** and incorporated herein by reference.

This *adequacy determination* is issued pursuant to the terms and conditions of the Ordinance (see **Exhibit “A”**) and the Agreements (see **Exhibit “B”**); and, in the event of any conflict(s) between the findings set forth in the *adequacy determination* and the terms



**TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY**

and conditions set forth in the Agreements, the Agreements shall be the governing document(s) and take precedence.

III. Public Supply Water Use Permit, Permit No. 20005893.014.

On May 20, 2025, the Southwest Florida Water Management District (SWFWMD) held a Governing Board Meeting (hereafter the "SWFWMD Meeting"); and, at that time, SWFWMD *conditionally approved* Consent Agenda Item No. 2.5 which consisted of the Town's application for the renewal of the Town WUP (hereafter the "WUP Renewal").

The conditions of approval for the WUP Renewal are memorialized and made a part of the WUP Renewal which was issued on May 20, 2025. The WUP Renewal authorizes an annual average quantity increase from 917,500 gallons per day (GPD) to 1,702,700 GPD.

A copy of the WUP Renewal is attached hereto as **Exhibit "C"** and incorporated herein by reference.

Pursuant to the terms and conditions set forth in the WUP Renewal, the approved increase in withdrawals from the Upper Floridian Aquifer (UFA) above the 2025 demand is supported by *impact offsets* associated with the pending retirement of eighteen (18) existing water use permits related to the land use transition(s) of and/or for the agricultural wells which are the subject of the Agreements.

As a direct result of the WUP Renewal, on **June 24, 2025**, at a duly notice public meeting, the Town Commission approved *Town of Dundee Resolution No. 25-21* (hereafter the "Resolution") supporting certain amendments to the *Town of Dundee 2030 Comprehensive Plan*, the Code, and the LDC in order to amend the Town's level of service requirements for an *Equivalent Residential Connection* (ERC) from 360 GPD to 250 GPD for a standard single-family dwelling unit.

A copy of the Resolution is attached hereto as **Exhibit "D"** and incorporated herein by reference.



**TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY**

IV. Adequacy Determination and Certification.

Unless specifically provided for in this *Certification of Sufficient Potable Water Capacity* (hereafter the “Certification”), this Certification shall not constitute a waiver or variance from applicable law which includes, but shall not to be limited to, the *Code of Ordinances of the Town of Dundee, Florida*; the *Land Development Code of Dundee*; and/or applicable provision(s) and conditions set forth in any agreement(s), *development order(s)* and/or *development permit(s)*¹ entered into or issued for the Development.

Pursuant to *Sec. 54-2 of the Code*, land development within the corporate limits of the Town of Dundee, Florida, and/or Town of Dundee *utility service area* shall be permitted only where adequate water facilities exist.

Pursuant to *Section 6.01.01 of the LDC*, no development shall be approved unless public facilities are or will be available to serve a proposed development, such that the adopted *levels of service* (“LOS”) are maintained, concurrent with the impacts of the proposed development; and, in accordance with *Section 54-9 of the Code* and *Article 6 of the LDC*, the Agreements shall be a condition of development approval of and/or for any development plan(s) arising out of and/or related to the Development.

For purposes of the Development and pursuant to applicable law which includes, but shall not to be limited to, the Code, the LDC, and/or applicable provision(s) and conditions set forth in the Agreements, the Town has determined and certifies, as follows:

1. The terms, condition(s), and covenants set forth in the Agreements for the CSP shall remain in full-force and effect.
2. This Certification shall allocate potable water capacity for purposes of determining whether adequate potable water capacity is available and allocable to and/or for the Development.
3. This Certification shall not create any vested right(s) and/or development entitlement(s); and therefore, this Certification shall not be interpreted to

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



**TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY**

create any vested right and/or entitlement to develop the Property in accordance with any development plan(s) and/or documents submitted to the Town for the Development.

4. Beginning on its effective date, this Certification shall constitute an adequacy determination and notice of concurrency certification under the Code and LDC of available potable water service capacity to serve the Development within the Town's municipal water system for a period not to exceed five (5) calendar years (the "Term"), subject to the terms, conditions, and provisions herein. This Certification is specific to the Development, limited to capacity only, and is non-transferrable. Upon approval by resolution of the Town Commission or otherwise of the final subdivision plat for the Development or final subdivision plat for a phase of the Development, the Term provided for herein shall terminate; and, pursuant to *Section 6.01.05(A) of the LDC*; the Development shall receive an allocation of potable water service capacity for the applicable term beginning on the effective date of the subject resolution and/or subdivision plat approval.
5. The Town shall not vest potable water capacity in and/or for the Development unless and until the Applicant has paid the applicable *connection fee(s)* as provided and specifically set forth in *Chapter 54 of the Code*.
6. The effective date of this Certification shall be the date on which this Certification is duly executed by the Town and Applicant.
7. This Certification may be executed in counterparts.
8. Pursuant to the Agreements and WUP Renewal, it has been found and determined that, for purposes of the Development, an *equivalent residential connection* (hereafter "ERC") shall equate to 250 GPD for each new residential connection; and pursuant to the WUP Renewal and Resolution, the Development shall be allocated potable water capacity for 177 *equivalent residential connections* (i.e., the remaining number of equivalent residential connections following the *Phase 1 Approval* which vested potable water capacity for 40 residential units) in and/or for the Development for the term set forth in Paragraph 4 (see above).



**TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY**

9. This Certification is related only to the allocation of potable water service capacity and shall not grant authority to alter the Property.
10. This Certification shall not waive any permitting requirements, including building permits, that may be required by Federal, State, or County agencies which may have jurisdiction.

By executing this Certification, the Town and Applicant acknowledge, agree, and affirm that the Town has fully-satisfied and/or performed the obligations and requirements set forth in the Agreements; and the Applicant and its successors and assigns agree to indemnify and hold the Town, its elected and appointed officials, employees and agents harmless of and from any and all costs, expenses, damages, liability and claims (including reasonable attorneys' fees and costs) related to and/or arising out of this Certification, the Agreements, and the Applicant's transfer of the agricultural wells to the Town.

[Remainder of page intentionally left blank]



**TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY**

The Applicant:

**KB Home Orlando, LLC,
an active Delaware limited liability company**

By: Casey Dare
Casey Dare
Vice President Operations
KB Home Orlando, LLC

Juni Sesto
Witness

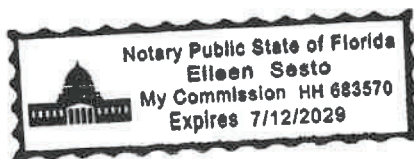
7/16/25
[Date]

Paul Hume
Witness

7/16/25
[Date]

**STATE OF FLORIDA
COUNTY OF Orange**

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 16th day of July, 2025, by Casey Dare as VP, Operations, on its behalf, who is personally known to me or who has produced _____ as identification.



Juni Sesto
Notary Public, State of Florida
Printed Name: Eileen Sesto
My commission expires: 7/12/29



**TOWN OF DUNDEE, FLORIDA
CONCURRENCY CERTIFICATION
POTABLE WATER CAPACITY**

The Applicant:

**Landing at Lake Mabel Loop, LLC,
an active Florida limited liability company**

By: [Signature] [7.14.2025]
David A. Waronker, Manager of CBD Land
Investors, LLC, an active Florida limited
liability company

[Signature]
Witness ras balkaran

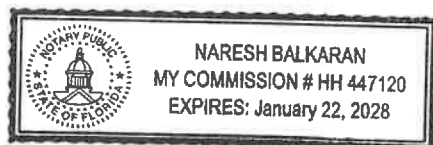
July 14th, 2025
[Date]

[Signature]
Witness Yolanda Perez

July 14th, 2025
[Date]

**STATE OF FLORIDA
COUNTY OF Osceola**

The foregoing instrument was acknowledged before me, by means of ☒ physical
presence or ☐ online notarization, this 14th day of July, 2025, by David A. Waronker as Manager,
FL DL, on its behalf, who is personally known to me or who has produced FL DL as identification.



[Signature]
Notary Public, State of Florida
Printed Name: Naresh Balkaran
My commission expires: 01-22-2028

**Resolution No. 25-39
Composite Exhibit “E”**

**TOWN OF DUNDEE, FLORIDA
RESIDENTIAL MAINTENANCE BOND**

Bond No. 024289558

KNOWN ALL MEN BY THESE PRESENTS, that we, **KB Home Orlando, LLC** as **Principal**, and **Liberty Mutual Insurance Company**, a corporation organized and doing business under and by virtue of the laws of the State of Massachusetts 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 Three Hundred Twenty Seven Thousand One Hundred Twenty Eight Dollars and 88 Cents (\$327,128.88), 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 Landings at Lake Mabel subdivision (hereinafter the "Subdivision"), in accordance with the drawings, plans, specifications, recorded plat for the Subdivision, and other data and information (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 maintenance bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements by Town of Dundee Resolution No. _____.

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

1. If the Principal shall warrant and indemnify for a period of One (1) year and thirty (30) days following the date of the Obligee's acceptance of the Improvements in the approved platted subdivision known as Landings at Lake Mabel against all loss that Obligee may sustain resulting from defects in construction, design, or materials; and

Initials _____

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 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:

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

The Principal at:

KB Home Orlando, LLC
9102 Southpark Center Loop Suite 100
Orlando, FL 32819

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 14th day of October, 2025.

Juan Sesto
Witness

Eileen Sesto
Printed Name

JPF
Witness

Juan Pardo
Printed Name

Mv Hua
Witness

Mv Hua
Printed Name

CT
Witness

Claire Trinidad
Printed Name

PRINCIPAL:

KB Home Orlando, LLC
Name of Corporation

By: [Signature]

Fred Wyborski
Printed Name
Title: Division President
(SEAL)

SURETY:

Liberty Mutual Insurance Company
Name of Corporation

By: [Signature]

Brenda Wong
Printed Name
Title: Attorney-in-Fact
(SEAL)

(attach power of attorney)

Initials [Signature]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE§ 1189**

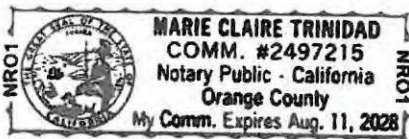
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)County of Los Angeles)On 10/11/2025 before me, Marie Claire Trinidad, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]personally appeared Brenda Wong -----
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Marie Claire Trinidad
Signature of Notary Public, Marie Claire Trinidad

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Brenda Wong

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____



POWER OF ATTORNEY

Certificate No: 8204866

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

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, Brenda Wong

all of the city of Los Angeles, state of CA 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 1st day of July, 2024.



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

By:

Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, 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 26, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
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 Nathan J. Zangerle, 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, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this 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 14th day of October, 2025.



By:

Renee C. Llewellyn
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.

POULOS & BENNETT

a Pape-Dawson company

Orlando Office
2602 E. Livingston Street
Orlando, Florida 32803

(407) 487-2594
www.poulosandbennett.com

Jacksonville Office
7563 Philips Hwy., Suite 303
Jacksonville, Florida 32256

September 29, 2025

Ms. Brenda Carter
Development Services Coordinator
Town of Dundee
202 W Main St
Dundee, FL 33838

Subject: Landings at Lake Mable
Engineer's Certification of Construction Cost
Poulos & Bennett Project No.: 22-082

Dear Ms. Carter:

	☒ Reviewed without objection
	☐ Rejected
	☐ Resubmit
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.	
Caleb Wingo	Oct 01 2025
Name	Date
810 East Main Street, Bartow, FL 33830 • 863-537-7901	

Below is a summary of the construction costs associated with the above-referenced project. The cost figures provided in this document are based on pay applications received from the site contractor. An itemized cost breakdown is attached.

I.	On Site Roads: Includes excavating, paving, curbs, ADA ramps, striping and sod	\$609,415.40
II.	Off Site Paving: Includes excavating, asphalt, curb, ramps, striping and sod	\$346,712.90
III.	Off Site Water: Includes pipes, valves, fittings, pigging, testing	\$224,405.00
IV.	Off Site Storm: Includes pipes, fittings, inlet, manhole	\$580,664.00
V.	On Site Sewer: Includes manhole, pipes, valves, services	\$713,747.10
VI.	Off Site Forcemain: Includes pipes, manholes, fittings, testing	\$112,823.60
VII.	On Site Water: Includes pipes, valves, services, testing	\$374,864.00
VIII.	On Site Reuse: Includes pipes, fittings, services	\$208,673.00
IX.	Change Order: Includes boring, pipes, wall installs, water, vac truck	\$99,983.80

TOTAL:

\$3,271,288.80

Based on the total cost of **\$3,271,288.80** shown above, the amount of **\$327,128.88** (\$3,271,288.80x 10%) is to be included in the maintenance surety. Your review and approval of the construction cost improvements is requested.

Sincerely,



Alejandro M. Sorondo
Poulos & Bennett, LLC
P.E. No. 62954

Attachment: Certified Utility Cost Breakdown

**Landings at Lake Mabel Phase 1
Engineer's Cost Breakdown**

September 29, 2025

Description	Unit	Quantity	Unit Price	Total
On Site Roads				
1.5" Asphalt	SY	8,145	\$ 13.75	\$ 111,993.75
8" Base	SY	8,160	\$ 17.00	\$ 138,720.00
12" Stabilized	SY	10,145	\$ 6.35	\$ 64,420.75
Miami Curb	LF	5,942	\$ 15.75	\$ 93,586.50
Common Sidewalk	LS	6,735	\$ 5.00	\$ 33,675.00
Handicap Ramps	EA	10	\$ 1,100.00	\$ 11,000.00
Striping	LS	1	\$ 17,000.00	\$ 17,000.00
Sod	SY	25,418	\$ 3.60	\$ 91,504.80
Seed & Mulch	SY	135,756	\$ 0.35	\$ 47,514.60
Total				\$ 609,415.40

Off Site Paving				
1.5" Asphalt	SY	2,592	\$ 14.50	\$ 37,584.00
1.25" Asphalt Overlay	SY	6,294	\$ 12.10	\$ 76,157.40
14" Base	SY	3,120	\$ 31.35	\$ 97,812.00
8" Stabilized Shoulder	SY	1,047	\$ 6.35	\$ 6,648.45
F Curb	LF	1,059	\$ 24.75	\$ 26,210.25
Sidewalk	SF	6,345	\$ 5.00	\$ 31,725.00
Ramp	EA	2	\$ 1,100.00	\$ 2,200.00
Striping	LS	1	\$ 40,375.00	\$ 40,375.00
Sod	LS	7,778	\$ 3.60	\$ 28,000.80
Total				\$ 346,712.90

Off Site Water				
10" Wet Trap	EA	1	\$ 10,100.00	\$ 10,100.00
10" DR 18	LF	2,640	\$ 46.00	\$ 121,440.00
10" Directional Bore	LF	140	\$ 128.00	\$ 17,920.00
10" 45 Bend	EA	4	\$ 890.00	\$ 3,560.00
10" Gate Valve	EA	4	\$ 4,570.00	\$ 18,280.00
10"x8" Reducer	EA	1	\$ 665.00	\$ 665.00
8" Gate Valve	EA	1	\$ 2,980.00	\$ 2,980.00
8" 45 Bend	EA	1	\$ 545.00	\$ 545.00
Jumper	EA	1	\$ 4,620.00	\$ 4,620.00
Joint Restraints	EA	19	\$ 335.00	\$ 6,365.00
Pigging	LS	1	\$ 2,640.00	\$ 2,640.00
Pressure Testing	LS	1	\$ 6,000.00	\$ 6,000.00
Bacteriological Testing	LS	1	\$ 4,000.00	\$ 4,000.00
Sod	SY	7,025	\$ 3.60	\$ 25,290.00
			Total	\$ 224,405.00
Onsite Storm				
TV Inspection & Cleaning	LS	1	\$ 26,000.00	\$ 26,000.00
15" ADS HP 0-6	LF	184	\$ 39.30	\$ 7,231.20
15" ADS HP 6-8	LF	35	\$ 39.30	\$ 1,375.50
15" ADS HP 8-10	LF	35	\$ 44.30	\$ 1,550.50
18" ADS HP 0-6	LF	1,070	\$ 43.95	\$ 47,026.50
18" ADS HP 6-8	LF	2,426	\$ 43.95	\$ 106,622.70
24" ADS HP 0-6	LF	137	\$ 61.85	\$ 8,473.45
24" ADS HP 6-8	LF	485	\$ 61.85	\$ 29,997.25
30" ADS HP 6-8	LF	635	\$ 88.50	\$ 56,197.50
36" ADS HP 6-8	LF	452	\$ 98.20	\$ 44,386.40
36" ADS HP 8-10	LF	52	\$ 103.20	\$ 5,366.40
42" ADS HP 6-8	LF	47	\$ 121.80	\$ 5,724.60
42" ADS HP 8-10	LF	90	\$ 126.80	\$ 11,412.00
18" MES	EA	2	\$ 1,500.00	\$ 3,000.00
24" MES	EA	1	\$ 2,000.00	\$ 2,000.00
36" MES	EA	2	\$ 2,000.00	\$ 4,000.00
42" MES	EA	1	\$ 3,000.00	\$ 3,000.00
P-3 Inlet 0-6	EA	9	\$ 5,700.00	\$ 51,300.00
P-3 Inlet 6-8	EA	5	\$ 6,200.00	\$ 31,000.00
P-3 Inlet 8-10	EA	2	\$ 6,200.00	\$ 12,400.00
P-4 Inlet 0-6	EA	1	\$ 5,900.00	\$ 5,900.00
P-4 Inlet 6-8	EA	3	\$ 7,300.00	\$ 21,900.00
P Manhole 0-6	EA	5	\$ 5,920.00	\$ 29,600.00
P Manhole 6-8	EA	1	\$ 7,400.00	\$ 7,400.00
P Manhole 8-10	LF	2	\$ 4,200.00	\$ 8,400.00
J Manhole 0-6	EA	1	\$ 7,400.00	\$ 7,400.00
J Manhole 6-8	EA	4	\$ 7,700.00	\$ 30,800.00
D Bubble Box 0-6	EA	1	\$ 5,200.00	\$ 5,200.00
Type C Inlet	EA	2	\$ 3,000.00	\$ 6,000.00
			Total	\$ 580,664.00

Onsite Sewer				
Lift Station	LS	1	\$ 331,665.00	\$ 331,665.00
Manhole 0-6	EA	5	\$ 4,760.00	\$ 23,800.00
Manhole 6-8	EA	3	\$ 5,785.00	\$ 17,355.00
Manhole 8-10	EA	4	\$ 6,950.00	\$ 27,800.00
Manhole 10-12	EA	1	\$ 8,200.00	\$ 8,200.00
Manhole 16-18	EA	1	\$ 16,720.00	\$ 16,720.00
8" SDR 26 0-6	LF	926	\$ 26.90	\$ 24,909.40
8" SDR 26 6-8	LF	2,088	\$ 29.90	\$ 62,431.20
8" SDR 26 8-10	LF	452	\$ 32.90	\$ 14,870.80
8" SDR 26 12-14	LF	823	\$ 44.90	\$ 36,952.70
8" DR 18	LF	93	\$ 51.00	\$ 4,743.00
8" Gate Valve	EA	1	\$ 3,825.00	\$ 3,825.00
Double Services	EA	33	\$ 1,950.00	\$ 64,350.00
Single Services	EA	25	\$ 1,765.00	\$ 44,125.00
TV Inspection	LS	1	\$ 22,000.00	\$ 22,000.00
Air Testing	LS	1	\$ 10,000.00	\$ 10,000.00
Total				\$ 713,747.10
Off Site Force Main				
6" DR18	LF	1,640	\$ 23.60	\$ 38,704.00
6" Directional Bore	LF	100	\$ 116.20	\$ 11,620.00
Line Exsisting Manhole	EA	1	\$ 8,500.00	\$ 8,500.00
Core Existing Manhole	EA	1	\$ 2,000.00	\$ 2,000.00
Rework Invert Existing Manhole	EA	1	\$ 1,500.00	\$ 1,500.00
6" 45 Bend	EA	6	\$ 960.00	\$ 5,760.00
6" Gate Valve	EA	4	\$ 3,100.00	\$ 12,400.00
Joint Restraint	EA	24	\$ 115.40	\$ 2,769.60
SOD	SY	1,825	\$ 3.60	\$ 6,570.00
Maintenance of Traffic	LS	1	\$ 15,000.00	\$ 15,000.00
Pigging	LS	1	\$ 4,000.00	\$ 4,000.00
Pressure testing	LS	1	\$ 4,000.00	\$ 4,000.00
Total				\$ 112,823.60

On Site Water				
Jumper	EA	1	\$ 4,620.00	\$ 4,620.00
8" DR18	EA	3,220	\$ 34.20	\$ 110,124.00
8" 45 Bend	EA	31	\$ 545.00	\$ 16,895.00
8" Gate Valve	EA	18	\$ 2,980.00	\$ 53,640.00
Fire Hydrant	EA	6	\$ 6,500.00	\$ 39,000.00
8"x8" Tee	EA	5	\$ 885.00	\$ 4,425.00
2" Blow Off	EA	4	\$ 2,500.00	\$ 10,000.00
Air Relief Valve	EA	4	\$ 4,670.00	\$ 18,680.00
Double Services	EA	23	\$ 1,875.00	\$ 43,125.00
Single Services	EA	18	\$ 1,300.00	\$ 23,400.00
Pigging	LS	1	\$ 7,000.00	\$ 7,000.00
Pressure Testing	LS	1	\$ 7,000.00	\$ 7,000.00
Bacteriological Testing	LS	1	\$ 4,000.00	\$ 4,000.00
Joint Restraints	EA	169	\$ 195.00	\$ 32,955.00
			Total	\$ 374,864.00
Onsite Reuse				
4" DR18	LF	2,880	\$ 17.35	\$ 49,968.00
8"x4" Tee	EA	1	\$ 700.00	\$ 700.00
Jumper	EA	1	\$ 4,620.00	\$ 4,620.00
4" Gate Valve	EA	20	\$ 1,640.00	\$ 32,800.00
4" 45 Bend	EA	6	\$ 275.00	\$ 1,650.00
4"x4" Tee	EA	5	\$ 475.00	\$ 2,375.00
2" Blow Off Valve	EA	4	\$ 2,165.00	\$ 8,660.00
Air Relief Valve	EA	4	\$ 4,670.00	\$ 18,680.00
Single Services	EA	16	\$ 1,270.00	\$ 20,320.00
Double Services	EA	25	\$ 1,850.00	\$ 46,250.00
Pigging	LS	1	6000	\$ 6,000.00
Pressure Testing	LS	1	6000	\$ 6,000.00
Bacteriological Testing	LS	1	4000	\$ 4,000.00
Joint Restraints	EA	70	\$ 95.00	\$ 6,650.00
			Total	\$ 208,673.00

Change Orders				
2 - Two Directional Bores (998434)				\$ 19,536.00
3 - Water & Directional Bores (998454)				\$ 18,320.00
4 - Generator for Lift Station (998456)				\$ 7,000.00
5 - Power Crossing (998457)				\$ 15,960.00
6 - Additional Electrical Pipe 3" SCH 40 (998470)				\$ 1,748.00
7 - Wall Installation (998476)				\$ 5,928.00
8 - Deflection for Separation (998477)				\$ 12,562.00
7 - Wall Installation (998476)				\$ 18,929.80
Total				\$ 99,983.80

Total Construction Cost	\$ 3,271,288.80
10% of Total Construction Cost	\$ 327,128.88

Alejandro M. Sorondo, P.E.
Poulos & Bennett, LLC
P.E. No. 62954



Town of Dundee

DEVELOPMENT SERVICES

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

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: Landings at Lake Mabel Loop Phase 1

Water Improvements: 6 fire hydrants; \$599,269.00 value of materials and installation;
3,220 linear feet of 8" main line pipe; (on site)
2,640 linear feet of 10" main line pipe; (off site)

Reuse Improvements: \$208,673.00 value of materials and installation;
2,880 linear feet of 4" main line pipe; (on site)

Sewer Improvements: \$826,570.70 value of materials and installation;
93 linear feet of 6" Force main pipe; 4,289 linear feet of 8" gravity line pipe (on site)
1,640 linear feet of 6" Force main pipe; 0 linear feet of gravity line pipe (off site)

Road Improvements: \$609,415.40 value of materials and installation; \$181,555.55 (4.09 ac) value of land;
2,971 linear feet of local road; 6,735 linear feet of sidewalk

Drainage/Stormwater Improvements: \$580,664.00 value of materials and installation (off site)

Other Improvement: Off-site paving Type; \$346,712.90 value of materials and installation
(Examples include lighting, property, fill dirt, etc. Please specify the improvement and cost)

I, Stephen McConn, Vice President of Land Development – KB Home Orlando, LLC for aforementioned project, hereby swear or affirm that the foregoing information related to contributed developer improvements to the Town of Dundee is accurate.

Stephen McConn
Signed and Sealed (or notarized below)

10/3/25
Date

STATE OF FLORIDA

COUNTY OF Orange

OATH OR AFFIRMATION

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of October, 2025, by Stephen McConn (owner(s) listed above).
Personally Known ☒ or Produced Identification ☐.

Miraida Lare

Print or Stamp Name of Notary

(SEAL)

Miraida Lare

Signature of Notary Public – State of Florida

