



FEB 12 2025

Letter of Transmittal

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

We are sending you: Hand Deliver the following items:

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

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

These items are transmitted as checked below:

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

Remarks:

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



# Town of Dundee

## DEVELOPMENT SERVICES – HARDSHIP APPLICATION

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

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

### Property Owner

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

### Applicant / Agent:

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

**Please submit a narrative with your hardship application.**

Date Application accepted by Town of Dundee:	<u>FEB 12 2025</u>
Name of Development:	<u>Valencia Ridge Reserve</u>
Application Fee Amount Paid:	<u>\$760.81</u> <sup>(32)</sup>
Date:	<u>FEB 12 2025</u>

**Please submit your application to:**

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



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

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

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

DATE: February 10, 2025

SUBJECT: Hardship Request for Valencia Ridge Reserve

Dear Mr. Carbone,

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

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

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

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

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

Valencia Ridge Reserve

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully,

A handwritten signature in black ink, appearing to read 'S/C', with a horizontal line extending to the right.

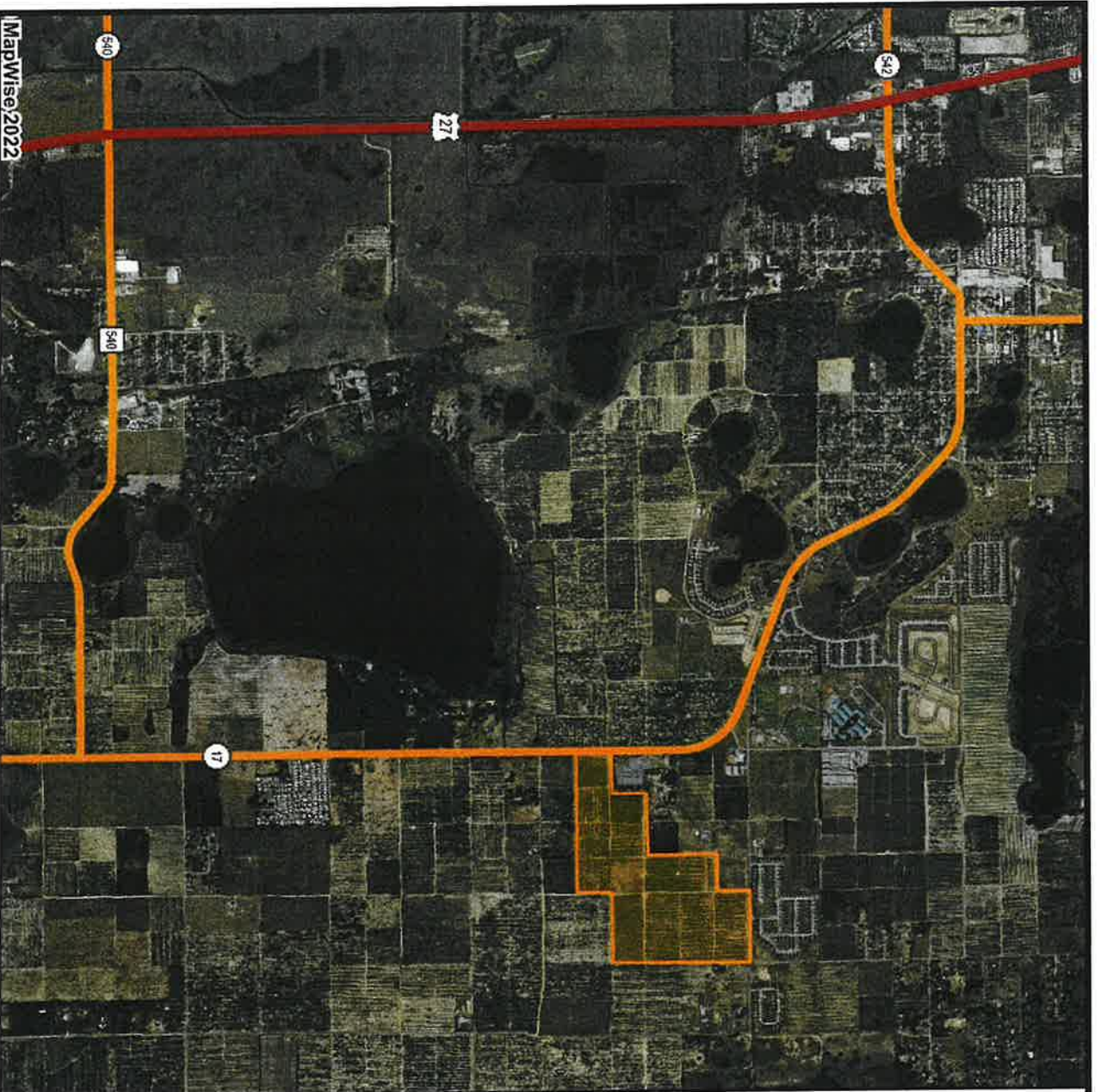
Susan Collins, Manager/Owner  
Welsh Road Land Investments, LLC  
Valencia Ridge Reserve





# Dundee: Valencia Ridge Reserve

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



MapWise 2022

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**SPACE FOR RECORDING:**

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

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

## **WATER SUPPLY ALLOCATION AGREEMENT**

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

### **FACTUAL RECITALS**

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



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

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

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

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

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

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

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

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

the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***[Remainder of page intentionally left blank]***

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

**ATTEST:**

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

\_\_\_\_\_  
Lita O'Neill  
Town Clerk

\_\_\_\_\_  
Samuel Pennant  
Mayor

Approved as to form and correctness:

\_\_\_\_\_  
Frederick J. Murphy, Jr.  
Town Attorney

STATE OF FLORIDA  
COUNTY OF POLK

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

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

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Florida at Large

OWNER

WELSH ROAD LAND INVESTMENTS LLC  
a Florida limited liability company

By: [Signature]  
Print Name: SUSAN K COLLINS

Its: MANAGER

Date: 10.4.2024

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

Print witness name: Angela Duncan

[Signature]  
Witness signature ↑  
Maggie Emerson  
↑ Witness signature ↑

Print witness name: Maggie Emerson

STATE OF FLORIDA  
COUNTY OF Pinellas

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

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

My Commission expires: 11.4.2025

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



RAIDRY L WARFIELD  
Notary Public  
State of Florida  
Comm# HH195379  
Expires 11/4/2025



## EXHIBIT "A"

### LEGAL DESCRIPTION & DEPICTION OF PROPERTY

#### PHASE 1, PARCEL 1:

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

#### LESS AND EXCEPT:

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

#### AND LESS AND EXCEPT:

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

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

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

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

PHASE 1, PARCEL 2:

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

PHASE 1, PARCEL 3:

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

LESS AND EXCEPT:

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

AND LESS AND EXCEPT:

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

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

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

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

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

PHASE 1, PARCEL 4:

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

PHASE 2, PARCEL 1:

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

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

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

PHASE 2, PARCEL 2:

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

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

PHASE 2, PARCEL 3:

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

PHASE 2, PARCEL 4:

THE WEST HALF OF THE FOLLOWING:

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

PHASE 2, PARCEL 5:

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

PHASE 3, PARCEL 1:

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

PHASE 3, PARCEL 2:

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

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

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

PHASE 3, PARCEL 3:

THE EAST ONE HALF OF THE FOLLOWING:

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







# Town of Dundee

## PUBLIC UTILITIES

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

October 23, 2024

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

Dear Ms. Collins,

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

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

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

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

Thank you,

Tracy Mercer  
Public Utilities & Special Projects Director

cc: WUP agreement

October 23, 2024

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

Dear Ms. Davis:

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

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

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

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

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

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

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

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

CG Citrus, LLC  
Permittee/Owner

 , OWNER  
Authorized Signature

10.25.2024  
Date

 , OWNER  
Authorized Signature

OCTOBER 25, 2024  
Date



**WUP File of Record Report**  
*Permit: 7916.4*



**Report Cover Page**

**Selection Criteria:**

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

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

Report Generation Date: October 24, 2024

**Permit #:** 7916.004      **Application Received:** 12/10/2014  
**Permit Dept:** Bartow      **Issue Date:** 01/30/2015  
**Permittee Name:** Cg Citrus, Lic/Attn: Mike Galvin      **Expire Date:** 02/01/2025  
**Address:** 1901 Uimerton Road, Suite 475  
 Clearwater, FL 33762

**Phone:** (727) 330-3908  
**Type:** General  
**Class:** Renewal

**Project Name:** Charles M Lassiter & Craig A  
**Acres:**

Owned	Controlled	Serviced	Leased	Total
81.00	0.00			81.00

**Total Quantities:**

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

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

Referencing:		
Township	Range	Section(s)
30	28	06



**Withdrawals:**

**District ID #:** 4

**User ID:** 4

**WD Type:** Withdrawal of Groundwater

**WD Status:** Existing

**Well Use:** Irrigation

**Predom. Use:** Agricultural

**Site Function:** Irrigation

**Site Operation:** No Further Info Necessary

**Monitor Type:**

**Monitor Use:**

Stand By Qty	Casing Diam	Casing Depth	Total Depth	WD Avg GPD	WD Peak GPD	WD Max GPD	Latitude	Longitude
	10	200	750	30,600	186,600	1,804,300	27° 54' 12.03"	81° 33' 07.12"

**District ID #:** 2

**User ID:** 2

**WD Type:** Withdrawal of Groundwater

**WD Status:** Existing

**Well Use:** Irrigation

**Predom. Use:** Agricultural

**Site Function:** Irrigation

**Site Operation:** No Further Info Necessary

**Monitor Type:**

**Monitor Use:**

Stand By Qty	Casing Diam	Casing Depth	Total Depth	WD Avg GPD	WD Peak GPD	WD Max GPD	Latitude	Longitude
	8	200	800	20,400	124,400	1,015,200	27° 54' 18.59"	81° 33' 11.46"

**District ID #:** 1

**User ID:** 1

**WD Type:** Withdrawal of Groundwater

**WD Status:** Existing

**Well Use:** Irrigation

**Predom. Use:** Agricultural

**Site Function:** Irrigation

**Site Operation:** No Further Info Necessary

**Monitor Type:**

**Monitor Use:**

Stand By Qty	Casing Diam	Casing Depth	Total Depth	WD Avg GPD	WD Peak GPD	WD Max GPD	Latitude	Longitude
	6	210	520	10,200	62,200	450,700	27° 54' 10.14"	81° 32' 58.88"

**Withdrawals:** (continued)

District ID #: 3

User ID: 3

WD Type: Withdrawal of Groundwater

WD Status: Existing

Well Use: Irrigation

Predom. Use: Agricultural

Site Function: Irrigation

Site Operation: No Further Info Necessary

Monitor Type:

Monitor Use:

Stand By Qty	Casing Diam	Casing Depth	Total Depth	WD Avg GPD	WD Peak GPD	WD Max GPD	Latitude	Longitude
	10	227	630	21,400	130,600	1,512,300	27° 54' 15.63"	81° 32' 59.16"

**Use:**

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



# Town of Dundee

## PUBLIC UTILITIES

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

August 28, 2024

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

Dear Ms. Collins,

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

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

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

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

Thank you,

  
Tracy Mercer  
Public Utilities & Special Projects Director

cc: WUP agreement

August 26, 2024

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

Dear Ms. Davis:

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

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

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

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

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

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

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

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

Welsh Road Land Investments, LLC  
Permittee/Owner

  
\_\_\_\_\_  
**Authorized Signature**

September 9, 2024  
\_\_\_\_\_  
**Date**

Welsh Road Land Investments, LLC  
Permittee/Owner

  
\_\_\_\_\_  
**Authorized Signature**

September 9, 2024  
\_\_\_\_\_  
**Date**

Valencia Ridge Subdivision  
 Hardship Payment  
 Check #0023  
 Date 02/10/25  
 Ref Num 33522

Town of Dundee  
 2/10/25 09:33 Deposited

Cash Account  
 Check Account  
 Credit Account

BC

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

Town of Dundee  
 FOR DEPOSIT ONLY  
 Account: 4500443701  
 CITIZENS BANK General Acct  
 Amt: 760.81 Date: 02/12/25  
 Ref Num: 33522 Seq: 1 to 1

Trust Checking 8452    Valencia Ridge Reserve Hardship    760.81

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

**WELSH ROAD LAND INVESTMENTS LLC**    **Trust**    **003023**  
 1901 ULMERTON ROAD, STE475  
 CLEARWATER FL 33762  
 727-262-0737  
 2/10/2025

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

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

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



SJK

MEMO Valencia Ridge Reserve Hardship

⑈003023⑈ ⑆263191387⑆ 1100019928452⑈

Security Features Included Details on back