



February 10, 2025

Via E-Mail: BCarter@TownofDundee.com

Brenda Carter, Development Services Coordinator
Town of Dundee
124 Dundee Road
Dundee, FL 33838

**RE: Request for Hardship Exemption under Ordinance No. 24-09
Caldwell Ridge Subdivision**

Dear Ms. Carter,

Please accept this application packet as a formal request for a hardship exception under Section 5 of Ordinance No. 24-09 for the Caldwell Ridge single-family home subdivision within the Town of Dundee. Due to the imposed moratorium, the project faces extreme hardship, including significant financial and contractual challenges that necessitate the approval of this request.

Please note that the applicant is reserving their right to submit a vested rights determination under Section 6 of Ordinance No. 24-09 should this application for a hardship exemption be denied.

We kindly request to present our case at the next scheduled public hearing and are available to provide any additional information required to facilitate your review. Thank you for considering this request and we appreciate your attention to this matter.

Sincerely,

RAYSOR Ventures, LLC

A handwritten signature in blue ink that reads 'Michael Raysor'.

Michael D. Raysor, P.E.

Principal

mdr@raysor-transportation.com

cc: Jessica Icerman, Esq., Stearns Weaver Miller, P.A.



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: Caldwell Ridge Subdivision

Parcel ID Numbers: 27-28-24-000000-[013010 & 013020]

Site Address or General Location: Southwest corner of Lake Hatchineha Road & Caldwell Drive

Present Use of Property: Vacant - Ag Row Crops Total Acreage: 24-Ac +/-

Legal Description of the Property: See Attached Legal Description Document

Property Owner

Name: Raysor Ventures, LLC

Mailing Address: 19046 Bruce B. Downs Blvd, Ste. 308 State: Tampa, FL Zip: 33647

Home/Mobile Phone: (813) 625-1699 Email Address: mdr@raysor-transportation.com

Applicant / Agent:

Name: Raysor Ventures, LLC

Mailing Address: 19046 Bruce B. Downs Blvd, Ste. 308

City: Tampa State: FL Zip: 33647

Home/Mobile Number: N/A Office Number: (813) 625-1699

Email Address: mdr@raysor-transportation.com

Agent is: Owner ☒ Agent/Representative ☐ Purchaser ☐ Lessee ☐

Please submit a narrative with your hardship application.

Date Application accepted by Town of Dundee: _____

Name of Development: _____

Application Fee Amount Paid: _____ Date: _____

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.

**Narrative for Hardship Exemption Application
Caldwell Ridge Subdivision
February 10, 2025**

Project Overview

The proposed Caldwell Ridge Subdivision consists of 81 single-family detached homes (the “**Project**”) and is located on approximately 24 acres at the southwest corner of Lake Hatchineha Road and Caldwell Drive (“**Property**”). The Property is owned by Raysor Ventures, LLC (“**Applicant**”). The Applicant obtained all approvals and is responsible for all expenditures noted herein.

Extraordinary Hardship Criteria

As described in Section 5 of Ordinance No. 24-09, the Town Commission reviews all competent substantial evidence and relevant testimony, which includes, but is not limited to, the following (Applicant responses included inline):

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

The Project has been ongoing since February 2023 when the applicant applied for annexation into the Town. Since then, the Project has received numerous approvals prior to July 23, 2024, including:

- May 9, 2023: Annexation of the Property
- October 10, 2023: Comprehensive Plan Amendment
- January 23, 2024: Rezoning allowing for development of the Project

Prior to July 23, 2024, the Applicant submitted its Concept Plan Review. The Applicant received comments from Town staff on May 7, 2024. Thereafter, the Applicant resubmitted to the Town on July 3, 2024 to address the first round of comments. It was not until August 9, 2024, that the Applicant was informed by Town staff via e-mail that the Town was under a development moratorium and that the review of the Project would be paused indefinitely.

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

In good faith reliance on the above noted approvals, specifically the approval of the rezoning, the Applicant purchased the Property. The Property deed is dated July 22, 2024 (**Attachment #1**), which is prior to the date established by the pending ordinance doctrine. Had the Applicant known of the pending moratorium, the applicant would have renegotiated the sale contract or backed out of the deal entirely.

- (iii) Prior to July 23, 2024, whether the owner has made a substantial expenditure in good faith reliance upon the permit(s) and/or approval(s) issued by the Town.***

In good faith reliance on the above noted approvals, specifically the approval of the rezoning, the Applicant made substantial expenditures prior to July 23, 2024, including purchasing the Property for \$1,225,000 and over \$100,000 for professional services, including planning, engineering, surveying, geotechnical engineering, and environmental consultants.

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

In good faith reliance on the above noted approvals, specifically the approval of the rezoning, the Applicant sought and obtained a private investor. The private investor signed an investor agreement on April 18, 2024, and committed \$1,105,000 toward the Project with expectations for a return on the investment within a certain timeframe. Unless the Project proceeds, the obligations made to the private investor cannot be met. See **Attachment #2** for contract pertaining to financial commitments.

- (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.***

The moratorium exposes the Applicant to substantial monetary liability to a third-party investor. The moratorium also results in the Applicant's inability to earn a reasonable investment-backed expectation, specifically the development of the Project and the sale of lots. The moratorium will delay the Applicant's ability to obtain any returns on their investment for at least one year, and possibly two years if the moratorium extension clause is exercised. The delay also results in carrying costs for the Property while it sits idle, such as payment of property taxes and insurance. Without question, the moratorium will expose the Applicant to substantial monetary liabilities and significantly decrease the return on investment.

Request for Relief

In light of the above, the Applicant respectfully requests the Town Commission to grant a hardship exemption for the Project under the extraordinary hardship provisions of Ordinance No. 24-09. We kindly request to present our case at the next scheduled public hearing and are available to provide any additional information required to facilitate your review. Thank you for considering this request and we appreciate your attention to this matter.

Please find enclosed supporting documentation, including evidence of financial commitments, contracts, and project plans.

ATTACHMENT 1

Prepared by and return to:

Ammie Elmore
Ridge Security Title, Inc
1012 5th Street Southeast
Winter Haven, FL 33880
863-419-8485
File No R22-310
Sales Price \$1,225,000.00
Parcel Identification No 27-28-24-000000-013010

INSTR # 2024168951
BK 13199 Pgs 2262-2263 PG(s)2
07/23/2024 08:16:05 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50
DEED DOC 8,575.00

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the **22nd day of July, 2024** between **W & G Groves LLC, a Florida Limited Liability Company**, whose post office address is P.O. Box 130, Dundee, FL 33838, of the County of Florida, Grantor, to **Raysor Ventures, LLC, a Florida Limited Liability Company**, whose post office address is 19046 Bruce B Downs Boulevard, Suite 308, Tampa, FL 33647, of the County of Hillsborough, Florida, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Polk, Florida, to-wit:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 28 South, Range 27 East, LESS road right of way for State Road S-542; AND the East 1/4 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 24, LESS road right of way for State Road S-542; AND the North 31 feet of the West 1/4 of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 24; AND the North 31 feet of the East 1/4 of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 24, Township 28 South, Range 27 East, all of said property being located in Polk County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2024 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

ATTACHMENT 1

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

W & G Groves LLC, a Florida Limited Liability Company

By: Bradley D. Weihrauch
Bradley D. Weihrauch, Manager

By: Matthew E. Green
Matthew E. Green, Manager

Ammie Elmore
WITNESS
PRINT NAME: **Ammie Elmore**

Kayla Sharick
WITNESS
PRINT NAME: **Kayla Sharick**

1012 5th St. SE
Winter Haven, FL 33880
WITNESS 1 ADDRESS

1012 5th St. SE
Winter Haven, FL 33880
WITNESS 2 ADDRESS

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22nd day of July, 2024 by Bradley D. Weihrauch and Matthew E. Green, Managers of W & G Groves LLC, a FL Limited Liability Company, on behalf of the Limited Liability Company.

Ammie Elmore
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: _____
OR Produced Identification: ☒

Type of Identification Produced: **Drivers License**



ATTACHMENT 1



ATTACHMENT 2



CALDWELL RIDGE SINGLE-FAMILY RESIDENTIAL SUBDIVISION INVESTOR AGREEMENT

THIS AGREEMENT is made and entered into this 18 day of APRIL, 2024 by and between RAYSOR VENTURES, LLC, hereinafter referred to as "RV", and [REDACTED] hereinafter referred to as "INVESTOR", in association with the development of the CALDWELL RIDGE SINGLE-FAMILY RESIDENTIAL SUBDIVISION, hereinafter referred to as the "PROJECT".

1.0 DEFINITIONS

- A. **PROJECT:** PROJECT is defined as a Single-Family Residential Subdivision located within the jurisdictional limits of the Town of Dundee, Florida; consisting of approximately 80 single-family "SHOVEL READY" residential lots on, and including, the PROPERTY.
- B. **PROPERTY:** PROPERTY is defined as POLK COUNTY Parcel Numbers 272824000000013010 and 272824000000013020, which combine for a total area of approximately 24 acres; located at the southwest corner of the intersection of Lake Hatchineha Road (CR 542) and Caldwell Drive, Haines City, Florida 33844.
- C. **SHOVEL READY:** SHOVEL READY is defined as residential lots with the appropriate and necessary (1) Comprehensive Plan Future Land Use and Zoning Category entitlements, (2) approved engineering plans, and (3) site development permits, including (a) Subdivision Plans, (b) Water Management District Environmental Resource Permitting, and (c) FDEP Water & Wastewater Permits; as needed to construct the PROJECT. The definition of SHOVEL READY does not include site clearing, site development, infrastructure construction, lot grading, or any other physical disturbance of, or improvement to, the PROPERTY.

2.0 PROJECT SUMMARY

- A. **ENTITLEMENTS:** The PROPERTY has been approved for entitlement by the Town of Dundee, as follows:
- (1) **Annexation** – The PROPERTY was approved for annexation into the Town of Dundee (from unincorporated Polk County) by the Town of Dundee Town Council on May 9, 2023.
 - (2) **Comprehensive Plan Future Land Use** – The PROPERTY was approved for an amendment to the Comprehensive Plan Future Land Use Map for the PROPERTY from Polk County Agricultural Residential (A/RR) to Town of Dundee Low Density Residential (LDR) by the Town of Dundee Town Council on October 10, 2023.
 - (3) **Zoning** – The PROPERTY was approved for an amendment to the Zoning Map for the PROPERTY from undesignated (Polk County) to Town of Dundee Moderate Density Single-Family Residential (RSF3) by the Town of Dundee Town Council on January 23, 2024. The RSF3 zoning district allows for a maximum density of 5.0 units per acre with minimum lot dimensions of 55' wide x 110' deep.
- B. **PERMITTING:** The PROJECT is currently undergoing the Town of Dundee Subdivision Review process, which is a four (4) step process, summarized as follows:
- (1) **Concept Plan Review**
 - (2) **Preliminary Subdivision Plan Review**
 - (3) **Certified Subdivision Plan Review** – Upon approval of the Certified Subdivision Plan, site development construction may commence.
 - (4) **Final Subdivision Plat** – Upon recording of the Final Subdivision Plat, issuance of building permits may commence.

ATTACHMENT 2

CALDWELL RIDGE SINGLE FAMILY RESIDENTIAL SUBDIVISION
INVESTOR AGREEMENT
APRIL 8, 2024
PAGE 2 OF 3



3.0 INVESTMENT DETAILS

- A. RV is currently under contract to purchase the PROPERTY.
- (1) The Purchase Price for the PROPERTY is \$1,225,000.
 - (2) An initial escrow deposit has been made in the amount of \$100,000; of which \$25,000 is non-refundable.
 - (3) Additional escrow deposits in the amount of \$10,000 per month began on March 9th, 2024 and will continue monthly until closing on the property between RV and the PROPERTY seller. These deposits are non-refundable but are applicable to the Purchase Price of the PROPERTY.
 - (4) As of the date of this Agreement, the REMAINING BALANCE of the Purchase Price is \$1,105,000.
- B. RV is seeking an INVESTMENT from INVESTOR totaling the REMAINING BALANCE for the purpose of closing on the property between RV and the PROPERTY seller.
- C. Within 30-days of the Conclusion of the PROJECT, INVESTOR shall be compensated as follows:
- (1) Reimbursement of full INVESTMENT amount; plus
 - (2) Payment equal to [REDACTED] resulting from sale of the PROJECT.
- D. Conclusion of the PROJECT is defined as the sale of the PROJECT to a third-party developer and/or home builder upon approval of the Certified Subdivision Plan (referenced as 2.B.(3) herein) and successfully obtaining all site development permits associated therewith.
- E. NET PROFIT is defined as the amount of the sale to the third-party developer and/or home builder (Sales Price), minus real estate & related fees, and minus the cumulative contributions by RV, as defined herein.
- F. RV has, and will continue to, contribute to the development of the PROJECT, including both monetarily and with engineering work product. All contributions will be tracked throughout the development process to determine a final cumulative contribution at the Conclusion of the PROJECT (Project Expenses). Specific contributions subject to inclusion in the cumulative contribution will include, but not be limited to, the items listed below; where the value of certain contributions that are currently known are listed below, and the value of certain contributions that are unknown at this time are listed below as to be determined (TBD). Other contributions subject to inclusion in the cumulative contribution, in addition to those listed below, will include ordinary and regular items associated with property development, such as permit fees, platting fees, environmental fees, and other similar development expenses.

(1) Purchase Price for PROPERTY:	\$ 1,225,000.00
(2) Surveying Services:	\$ [REDACTED]
(3) Geotechnical Engineering Services:	\$ [REDACTED]
(4) Environmental Consulting Services:	\$ [REDACTED]
(5) Planning Services:	\$ [REDACTED]
(6) Landscape Architecture Services:	\$ [REDACTED]
(7) Traffic Engineering Services:	\$ [REDACTED]
(8) Civil Engineering Services:	\$ [REDACTED]
(9) Platting Services:	TBD
(10) Application Fees:	TBD

ATTACHMENT 2

CALDWELL RIDGE SINGLE FAMILY RESIDENTIAL SUBDIVISION
INVESTOR AGREEMENT
APRIL 8, 2024
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- G. At the Conclusion of the PROJECT, RV shall provide INVESTOR with a statement detailing the calculation of the NET PROFIT, which will identify the Sale Price for the PROJECT and Project Expenses, including supporting documentation.
- H. At any time throughout the duration of this Agreement, at the request of INVESTOR, RV shall provide a to-date disclosure of all Project Expenses.
- I. In the event that RV and INVESTOR agree that Conclusion of the PROJECT as defined herein is not feasible, an alternative disposition of the PROJECT will be determined by RV and INVESTOR; where the cash value associated with the alternative disposition of the PROJECT will first be paid to INVESTOR up to the INVESTMENT amount, with any cash value greater than the INVESTMENT amount paid to INVESTOR at the same percentage which would have otherwise resulted from the sale of the PROJECT to a third-party developer and/or home builder.
- J. This Agreement does not preclude INVESTOR from electing to continue in the development of the PROJECT past the state of SHOVEL READY, subject to agreement by both parties as would be fulfilled through an amendment to this Agreement.

Subject to the conditions stated herein, INVESTOR hereby agrees to provide a cash INVESTMENT in the full amount of the REMAINING BALANCE to fund closing on the PROPERTY, in the amount of \$1,105,000.

The INVESTMENT amount shall be paid by INVESTOR in accordance with either (A) or (B) as stated below.

- (A) INVESTOR shall pay the full INVESTMENT amount of \$1,105,000 via wire transfer to the escrow agent for the PROPERTY seller prior to May 8, 2024.

OR

- (B) INVESTOR shall pay partial INVESTMENT amounts of \$10,000 per month to RAYSOR VENTURES, until such time that the balance of the full INVESTMENT amount is paid via wire transfer to the escrow agent for the PROPERTY seller; where each \$10,000 payment shall be made prior to the 8th of each month, beginning with May 8, 2024. A maximum of four (4) partial payments shall be allowed under this Agreement, where these payments shall be non-refundable in the event that INVESTOR does not make the payment for the balance of the full INVESTMENT prior to August 8, 2024.

The escrow agent for the PROPERTY seller is identified as Ridge Security Title, 1012 5th Street SE, Winter Haven, Florida 33880.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth beneath their respective signatures.

RAYSOR VENTURES, LLC
19046 Bruce B. Downs Boulevard, #308
Tampa, Florida 33647

SIGNED: Michael Rayson
NAME: Michael D. Raysor
TITLE: President
DATE: April 8, 2024

SIGNED: [Redacted Signature]
NAME: [Redacted Name]
TITLE: PRESIDENT
DATE: 4/18/2024