

*North Powerline Road
Community Development District*

Agenda

December 4, 2019

AGENDA

North Powerline Road Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

November 27, 2019

**Board of Supervisors
North Powerline Road
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **North Powerline Road Community Development District** will be held **Wednesday, December 4, 2019 at 10:00 AM at 346 E Central Ave., Winter Haven, Florida 33880**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the November 6, 2019 Board of Supervisors Meeting
4. Consideration of Temporary Construction Easement Agreement
5. Consideration of Construction Funding Agreement for Bella Vita Phase I
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Registers
 - ii. Balance Sheet and Income Statement
7. Other Business
8. Supervisors Requests and Audience Comments
9. Adjournment

¹ Comments will be limited to three (3) minutes

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items. Speakers must fill out a Request to Speak form and submit it to the District Manager prior to the beginning of the meeting.

The third order of business is the approval of the minutes from the November 6, 2019 Board of Supervisors Meeting. A copy of the minutes are enclosed for your review.

The fourth order of business is the Consideration of Temporary Construction Easement Agreement. A copy of the agreement is enclosed for your review.

The fifth order of business is the Consideration of Construction Funding Agreement for Bella Vita Phase 1. A copy of the agreement is enclosed for your review.

The sixth order of business is Staff Reports. Section C is the District Manager's report. Sub-Section 1 includes the check register for your approval and Sub-Section 2 includes the balance sheet and income statement. A copy of both are included for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Jill Burns
District Manager

CC: Roy Van Wyk, District Counsel

Enclosures

MINUTES

**MINUTES OF MEETING
NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the North Powerline Road Community Development District was held on Wednesday, **November 6, 2019** at 10:00 a.m. at 346 E Central Ave., Winter Haven, Florida.

Present and constituting a quorum:

Lauren Schwenk	Vice Chairman
Phillip Allende	Assistant Secretary
Andrew Rhinehart	Assistant Secretary
Kevin Chinoy	Assistant Secretary

Also present were:

Jill Burns	District Manager/GMS
Roy Van Wyk	HGS
Patrick Marone	Developer's Office
Heather Wertz <i>via phone</i>	Absolute Engineering

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. A quorum was present.

SECOND ORDER OF BUSINESS

Public Comment Period

No members of the public were present.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the October 2, 2019
Board Meeting**

Ms. Burns asked for any questions, comments, or corrections on the minutes, hearing none.

On MOTION by Mr. Rhinehart, seconded by Ms. Schwenk, with all in favor, the Minutes of the October 2, 2019 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Public Hearing

A. Public Hearing on the Adoption of the Amended and Restated Rules of Procedure

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, Opening the Public Hearing on the Adoption of the Amended and Restated Rules of Procedure, was approved.

Ms. Burns noted that there were no members of the public present at this time and asked for a motion to close the public hearing.

On MOTION by Mr. Rhinehart, seconded by Mr. Allende, with all in favor, Closing the Public Hearing on the Adoption of the Amended and Restated Rules of Procedure, was approved.

i. Consideration of Resolution 2020-01 Adopting the Amended and Restated Rules of Procedure

Ms. Burns noted that the rules had not changed since they were presented to the Board at their previous meeting. Mr. Burns asked for any questions on the rules, hearing none,

On MOTION by Mr. Allende, seconded by Mr. Rhinehart, with all in favor, the Consideration of Resolution 2020-01 Adopting the Amended and Restated Rules of Procedure, was approved.

FIFTH ORDER OF BUSINESS

Discussion Regarding Bid Protest from Tucker Paving

Mr. Wyk noted that following the last board meeting where they awarded the contract for construction services to QGS, they received a bid protest from Tucker Paving. Mr. Wyk noted that he went ahead and responded to the bid protest because there is a strict requirement that the response be received within 72 hours. Tucker Paving's bid protest was unfortunately not timely and was rejected on that portion. In speaking with Tucker Paving, they wanted the board to have the two protests that they sent in. One of their concerns was regarding the timing issue that they were dated for on the last consideration of the contract. This protest is now gone, and the board has entered into the contract with QGS. Mr. Wyk suggested ratifying the letter and the determination that the bid protest was not timely and was dismissed.

On MOTION by Mr. Rhinehart, seconded by Ms. Schwenk, with all in favor, The Letter and Bid Protest from Tucker Paving Determination that it was Not Timely, was ratified.

Ms. Schwenk stated that there was discussion last time about changing the wait of time as part of the process and she stated that she does not think that should be done. Mr. Wyk noted that there are a lot of ways to manipulate your bid. The board members want to leave it as is and use the process that they have in place to select our contractors. The board determined that if some of the times are unreasonable, or the dollar amounts are unreasonable, the board should be able to reject those bids for those purposes.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Wyk had nothing further for the board.

B. Engineer

Ms. Wertz had nothing further for the board.

C. District Manager’s Report

i. Balance Sheet and Income Statement

Ms. Burns presented the financials and noted there were no new checks cut since the meeting held in October.

SEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisor’s Requests and Audience Comments

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV

Prepared By and Return To

Roy Van Wyk, Esq.
Hopping Green & Sams
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

Parcel IDs: 27-26-34-000000-022030
27-26-34-000000-022020
27-26-35-000000-044010

TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made and entered into this 4th day of August, 2019, by and between **JMBI REAL ESTATE, LLC**, a Florida limited liability company, whose mailing address is 346 East Central Avenue, Winter Haven, Florida 33880 (“**Grantor**”) in favor of **NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (“**Grantee**” or the “**District**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of that certain parcel of real property located in Polk County, Florida, being more particularly described on **Exhibit “A”** attached hereto, and by this reference incorporated herein (the “**Easement Area**”); and

WHEREAS, Grantee intends to complete within the Easement Area, the design, installation and construction of roadway improvements, water, stormwater management facilities, sanitary sewer utilities, signage, neighborhood parks and recreational facilities, and other such improvements as authorized by law, (collectively, the “**Improvements**”); and

WHEREAS, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements, until either construction of the Improvements is completed or the Grantee acquires the Easement Area, whichever occurs first.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “**Easement**”).

3. **Term of Easement.** Upon the earlier of (i) the completion of all Improvements and the acceptance of such by the District’s Board of Supervisors, or (ii) recordation of a release of the Easement in the Public Records of Polk County, Florida, then this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easement granted herein. Should the Grantee acquire the Easement Area from the Grantor prior to the occurrence of events (i) and (ii) enumerated herein, this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately vest in the Grantee, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area.

4. **Insurance and Indemnity.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, *Florida Statutes*, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee’s construction activities within the Easement Area.

5. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, *Florida Statutes*, each Party hereby agrees to

indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

6. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.

7. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Polk County, Florida, except as provided in Section 3 of this Agreement. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

9. **Use of Easement Area.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

10. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

12. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid,

inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Polk County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

“GRANTOR”

Signed, sealed and delivered
in the presence of:

JMBI REAL ESTATE, LLC,
a Florida limited liability company

Print Name:_____

Jack M. Berry, Manager

Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Jack M. Berry, as Manager of **JMBI REAL ESTATE, LLC**, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.:_____
My Commission Expires:_____

[Continue onto next page]

“GRANTEE”

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**, a local unit of special-purpose
government established
pursuant to Chapter 190, *Florida Statutes*

Signed, sealed and delivered
in the presence of:

Print Name: _____

Warren “Rennie” Heath, II
Chairperson, Board of Supervisors

Print Name: _____

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Warren “Rennie” Heath II, as Chairperson of **NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*. He/She is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

[Continue onto next page]

EXHIBIT A

SECTION V

**CONSTRUCTION FUNDING AGREEMENT BETWEEN
NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT AND JM BI
REAL ESTATE, LLC (BELLA VITA PHASE 1)**

THIS AGREEMENT (“Agreement”) is made and entered into this 4th day of December, 2019, by and between:

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in City of Davenport and Polk County, Florida (hereinafter "District"), and

JM BI REAL ESTATE, LLC, a Florida limited liability company, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and the owner of certain undeveloped lands within the District (hereinafter "Developer").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the County Commission of Polk County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District known as Bella Vita Phase 1 (hereinafter the "Development") upon which the District's improvements have been or will be made; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated master improvements and facilities within the Development, which are described in **Exhibit A** including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the “Improvements”); and

WHEREAS, in order to induce the District to proceed at this time with the construction of the necessary or desired improvements, the Developer desires to provide the funds necessary to enable the District to proceed with such improvements if and when the District exhausts the funds on deposit in the construction account; and

WHEREAS, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements as described in **Exhibit A**, and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from those bonds.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. FUNDING. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the Improvements. Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's construction account with such depository as determined by the District.

3. REPAYMENT. The parties agree that the funds provided by Developer pursuant to this Agreement will be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds. Within forty-five (45) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Improvements, the District shall reimburse Developer until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Improvements within five (5) years of the date of this Agreement, and, thus does not reimburse the Developer for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

4. DEFAULT. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

7. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

9. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: North Powerline Road Community Development District
135 West Central Boulevard, Suite 320
Orlando, Florida 32801
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Developer: JMBI Real Estate, LLC
346 East Central Avenue
Winter Haven, Florida 33880
Attn: Manager

With a copy to: Straughn & Turner P.A.
255 Magnolia Avenue, S.W.
Winter Haven, Florida 33883
Attn: Richard Straughn

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the party he/she represents. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

10. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and

conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. EFFECTIVE DATE. The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

15. COUNTERPARTS. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

[Signatures on next page]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

ATTEST:

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

WITNESS:

JMBI REAL ESTATE, LLC,
a Florida limited liability company

Print Name: _____

Jack M. Berry, Manager

Exhibit A: *Engineer's Report for Capital Improvements Amended and Restated*
dated August 2019

EXHIBIT A

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

**ENGINEER'S REPORT
FOR CAPITAL IMPROVEMENTS
*AMENDED AND RESTATED***

Prepared for:

**BOARD OF SUPERVISORS
NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Prepared by:

**ABSOLUTE ENGINEERING, INC.
1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602**

AUGUST 2019

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

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EXHIBIT 1- Location Map

EXHIBIT 2- Legal Description

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Land Use Map

EXHIBIT 5- Zoning Map

EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 7- Summary of Proposed District Facilities

EXHIBIT 8- Summary of Opinion of Probable Costs

EXHIBIT 9- Overall Site Plan

**ENGINEER'S REPORT
NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

I. INTRODUCTION

The North Powerline Road Community Development District (the "District") is north of North Blvd East and east of Hwy 17-92 N partially within unincorporated Polk County, (the "County") Florida and partially within Davenport (the "City"). The District currently contains approximately 190.56 gross acres, and is expected to be constructed in three (3) phase and consist of 585 single family lots, recreation / amenity areas, parks, and associated infrastructure.

The CDD was established under County Ordinance No. 18-036, which was approved by the County Commission on June 5, 2018. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the City, the County, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of probable cost of the public improvements is provided in Exhibit 8 of this report.

This "Capital Improvement Plan" or "Report" reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits received by the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development, while maintaining comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Implementation of any proposed facilities or improvements outlined in this Report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this report are based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, be dedicated to the City for ownership and maintenance.

II. PURPOSE AND SCOPE

The purpose of this Report is to provide engineering support to fund improvements in the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report.

The predominant portion of this Report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. The engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, the District Board of Supervisors, and its staff and consultants.

III. THE DEVELOPMENT

The development will consist of 585 single family homes and associated infrastructure (“Development”). The Development is a planned residential community located north of North Blvd East and east of Hwy 17-92 N partially within the County and partially within the City. The Development has received zoning approval by the City and County. The property has an underlying Future Land Use Designation of RM (Residential Medium) in the City and County. The development will be constructed in three (3) phases.

IV. THE CAPITAL IMPROVEMENTS

The Capital Improvement Plan, (the “CIP”), consists of public infrastructure in Phases 1-3. The primary portions of the CIP will entail stormwater pond construction, roadways, water and sewer facilities and public off-site improvements (including turn public lanes and extension of roadway, water mains and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of power, telecommunications and cable TV will occur, but will not be funded by the District. Installation of street lights within the public right of way will not be funded by the District.

As a part of the recreational component of the CIP, a public park/amenity center will be constructed adjacent to the entry road off US 17-92. The public park/amenity center will have connectivity via sidewalks to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

V. CAPITAL IMPROVEMENT PLAN COMPONENTS

The Capital Improvement Plan includes the following:

Stormwater Management Facilities

Stormwater management facilities consist of storm conveyance systems and retention ponds contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the City, the County, and the SWFWMD. There are no known surface waters, but there are natural wetlands on or immediately adjacent to the Development.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0240G (dated 12/22/2016) demonstrates that the majority of the property is located within Flood Zone X and the remainder in Flood Zone A. Based on this information and the site topography, floodplain compensation will be required.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

Public Roadways

The proposed public roadway sections are to be 50' R/W with 24' of asphalt and Miami curb or Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. Underdrain is provided as necessary to control groundwater and protect the roadway base material.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

Water and Wastewater Facilities

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the Development. The water service provider will be the City of Davenport Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. No funds provided by the District will be used to provide lines on privately held lands. A lift station is anticipated for this CIP. Flow from the lift station shall be connected to a proposed sewer manhole southwest of the site.

Reclaimed water is not available for this site. An irrigation well to be funded by the District will be installed onsite to provide irrigation within the public right of way or irrigation water service shall be provided as part of the domestic water system design. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the CIP are anticipated for completion by phases based on the following estimated schedule: Phase 1 in 2019; Phase 2 in 2020; Phases 3 in 2021. Upon completion of each phase of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City/County.

Amenities and Parks

The District will provide funding for an Amenity Center to include the following: parking area, pavilion with restroom facilities, pool, tot lot, dog park/all-purpose play field, and walking trails between the phases to provide connectivity to the Amenity Center. All amenities and parks provided by the District will be accessible and available for use by the general public.

Electric and Lighting

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund and construct the undergrounding of the electric conduit for the required electrical system. The electrical system, including conduit, transformer/cabinet pads, and electric manholes will be owned and maintained by DUKE, with DUKE providing underground electrical service to the Development. The purchase and installation of street lighting along internal roadways within the CDD will not be funded by the District. These lights will be owned, operated and maintained by DUKE after dedication, with the District funding maintenance services.

Entry Feature

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the various phases of the development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD. It should be noted that the District is only funding the capital landscaping costs.

Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family planned development.

VI. PERMITTING

Construction permits for all phases are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and City construction plan approval.

Following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

PHASE 1

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
SWFWMD ERP	September 2019
Construction Permits	September 2019
Polk County Health Department Water	September 2019
FDEP Sewer	September 2019
FDEP NOI	September 2019

PHASE 2

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	August 2019
SWFWMD ERP	January 2020
Construction Permits	January 2020
Polk County Health Department Water	January 2020
FDEP Sewer	January 2020
FDEP NOI	January 2020
ACOE	January 2020

PHASE 3

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
SWFWMD ERP	January 2021
Construction Permits	January 2021
Polk County Health Department Water	January 2021
FDEP Sewer	January 2021
FDEP NOI	January 2021
ACOE	January 2021

VII. RECOMMENDATION

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the City. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the City, the County and the SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation is in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD and the City regulations.

VIII. REPORT MODIFICATION

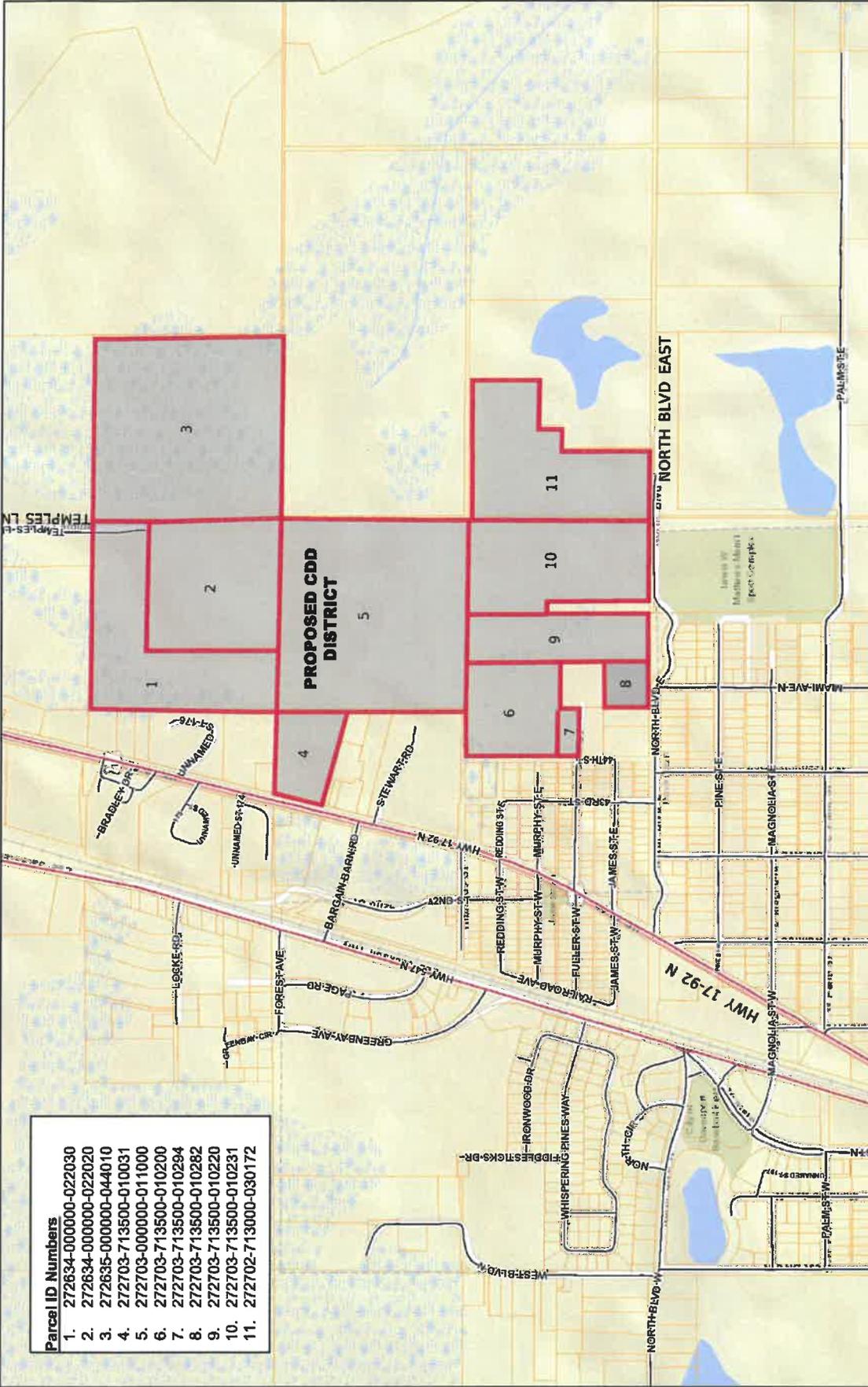
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the costs differences would not materially affect the proposed cost estimates.

IX. CONCLUSION

It is our professional opinion that the public infrastructure costs for the CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District at least equal to the costs of such improvements.

The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the County. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure improvements when constructed and built in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site contractors and consultants in the County, which we believe to be necessary in order to facilitate accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction costs of the proposed CIP can be completed at the cost as stated.



TEMPLES LN

Parcel ID Numbers	
1.	272634-000000-022030
2.	272634-000000-022020
3.	272635-000000-044010
4.	272703-713500-010031
5.	272703-000000-011000
6.	272703-713500-010200
7.	272703-713500-010294
8.	272703-713500-010282
9.	272703-713500-010220
10.	272703-713500-010231
11.	272702-713000-030172

N
NO SCALE

EXHIBIT 1
NORTH POWERLINE RD CDD
LOCATION MAP

Dennis Wood Engineering LLC
 OFFICE: (863) 940-2040
 FAX: (863) 940-2044
 CELL: (863) 662-0018
 1925 BARTOW ROAD
 LAKELAND, FL 33801
 DENNIS WOOD, PROFESSIONAL ENGINEER
 EMAIL: dennis@woodcivil.com

LEGAL DESCRIPTION

PARCEL 1 (272634-000000-022030)

THE SE-1/4 OF SE-1/4 OF SECTION 34, LESS THE SOUTH 933.34 FEET OF THE EAST 933.34 FEET THEREOF, OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 2 (272634-000000-022020)

THE SOUTH 933.34 FEET OF THE EAST 933.34 FEET OF THE SOUTHEAST ¼ OF SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 3 (272635-000000-044010)

THE SW-1/4 OF SW-1/4 OF SECTION 35, ALL IN TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 4 (272703-713500-010031)

PARCEL "A": FROM THE NE CORNER OF THE NW ¼ OF THE NE ¼ OF SECTION 3, TOWNSHIP 27S, RANGE 27E, POLK COUNTY, FLORIDA, RUN WEST, ALONG THE NORTH LINE OF SAID SECTION 3, 595.8 FT., TO THE EASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 17 & 92; RUN THENCE S-12°46'30"-W, ALONG RIGHT-OF-WAY, 125.0 FT.; RUN THENCE EAST, PARALLEL TO THE NORTH LINE OF SAID SECTION 3, 625.95 FT., TO A POINT ON THE EAST LINE OF SAID NW ¼ RUN THENCE NORTH, ALONG SAID EAST LINE, 121.91 FT., TO POINT OF BEGINNING.

SUBJECT TO ANY EXISTING DEDICATIONS OF ROAD RIGHT-OF-WAYS IN FLORIDA DEVELOPMENT COMPANY'S PLAT OF SAID SECTION 3. AND PARCEL "B" FROM THE NE CORNER OF THE NW ¼ OF THE NE ¼ OF SECTION 3 TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, RUN WEST, ALONG THE NORTH LINE OF SAID SECTION 3, 595.8 FT., TO THE EASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 17 & 92; RUN THENCE S-12°46'30"-W, ALONG SAID RIGHT OF WAY LINE, 125.0 FT., TO THE POINT OF BEGINNING; RUN THENCE EAST, PARALLEL TO THE NORTH LINE OF SAID SECTION 3, 625.95 FT., TO A POINT ON THE EAST LINE OF SAID NW ¼ OF NE 1/4; RUN THENCE SOUTH, ALONG SAID EAST LINE, 390.33 FT; RUN THENCE N-77°13'30"-W, 704.65 FT., TO THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY; RUN THENCE N-12°46'30"-E, 241.4 FT., TO THE POINT OF BEGINNING.

PARCEL 5 (272703-000000-011000)

THE NE ¼ OF NE ¼ OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 6 (272703-713500-010200)

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63 TRACTS 20, 21 LESS N 15 FT FOR ROAD R/W ALL IN NE ¼ OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 7 (272703-713500-010294)

FLA DEVELOPMENT CO SUB PLAT BOOK 3, PAGES 60 TO 63, TRACT 29, NORTH ½ NORTH OF CLAY ROAD IN NE ¼ OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 8 (272703-713500-010282)

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63, SOUTH ½ TRACT 28 IN NE1/4 SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

SEE PAGE 2 FOR CONTINUATION



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1925 BARTOW ROAD
LAKELAND, FL 33801

DENNIS WOOD, PROFESSIONAL ENGINEER
EMAIL: dennis@woodcivil.com

EXHIBIT 2 NORTH POWERLINE RD CDD LEGAL DESCRIPTION

PARCEL 9 (272703-713500-010220)

TRACT 22 LESS NORTH 15 FEET AND TRACT 27 LESS SOUTH 15 FEET IN FLORIDA DEVELOPMENT COMPANY'S SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 60 TO 63, IN SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 10 (272703-713500-010231)

LOT 23, LESS THE SOUTH 100 FEET OF THE WEST 84.74 THEREOF AND LESS THE NORTH 15 FEET THEREOF, LOT 24 LESS THE NORTH 15 FEET THEREOF; THE EAST $\frac{1}{4}$ OF LOT 26 AND ALL OF LOT 25, LESS THE SOUTH 15 FEET OF SAID LOTS, ALL LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING A PART OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SUBJECT TO AN EASEMENT AS SHOWN ON PLAT 30 FEET IN WIDTH, 15 FEET ALONG THE EAST BOUNDARY OF THE NORTHEAST QUARTER OF SECTION 3, AND 15 FEET ALONG THE WEST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 2.

NOTE: SUBJECT TO AN EASEMENT TO FLORIDA POWER CO. FOR POWER LINE AS OF RECORD AND/OR IN USE.

PARCEL 11 (272702-713000-030172)

LOTS 17, 18 AND THE NORTH $\frac{1}{4}$ OF LOT 19, LESS THE NORTH 15 FEET OF SAID LOTS; LOT 32 AND THE WEST ONE HALF OF LOT 31, LESS THE SOUTH 15 FEET OF SAID LOTS, ALL LYING AND BEING IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING A PART OF THE FLORIDA DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGES 60 TO 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SUBJECT TO AN EASEMENT AS SHOWN ON PLAT 30 FEET IN WIDTH, 15 FEET ALONG THE EAST BOUNDARY OF THE NORTHEAST QUARTER OF SECTION 3, AND 15 FEET ALONG THE WEST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 2.

NOTE: SUBJECT TO AN EASEMENT TO FLORIDA POWER CO. FOR POWER LINE AS OF RECORD AND/OR IN USE.

CONTAINING 190.56 ACRES MORE OR LESS.

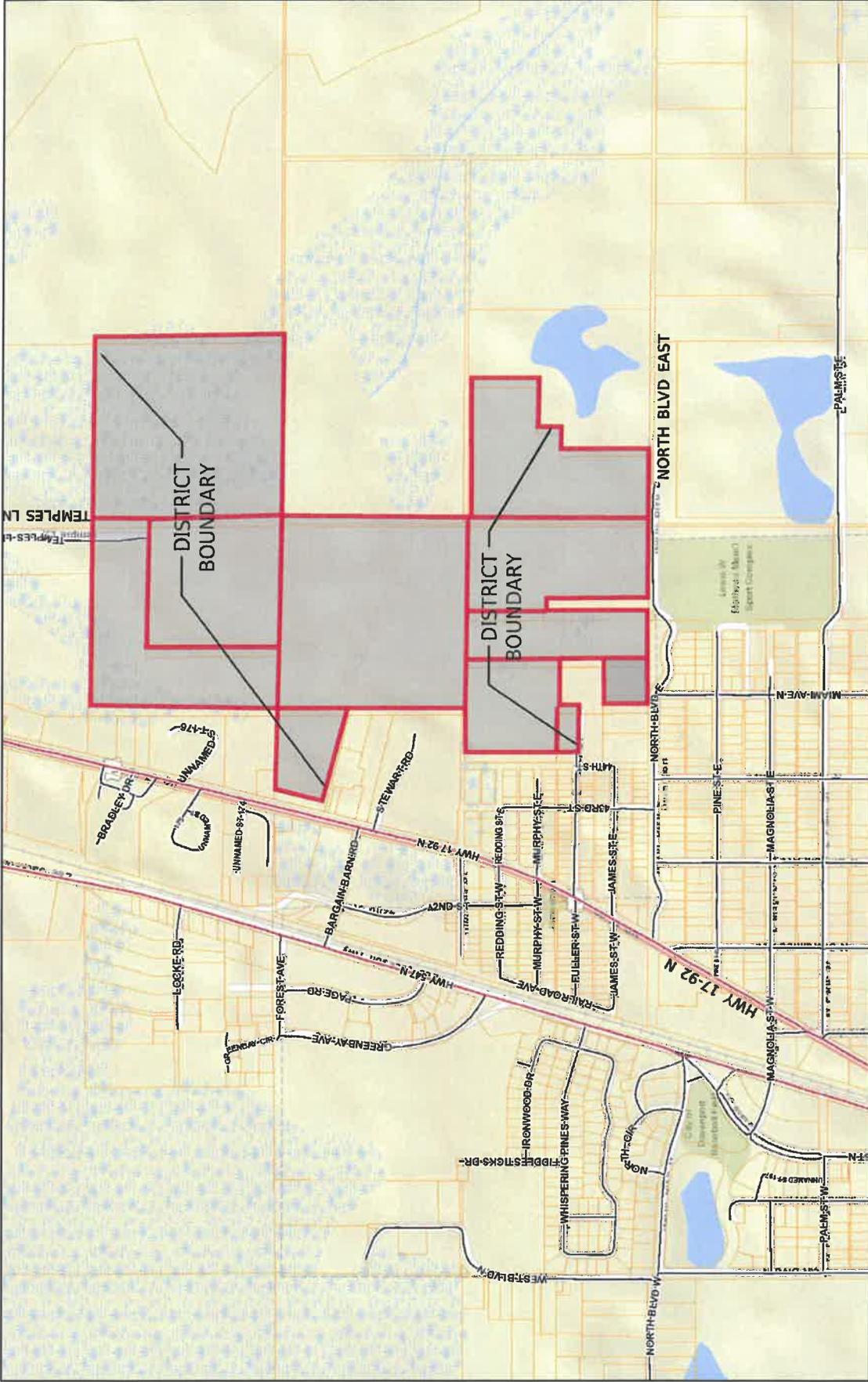


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LAKELAND, FL 33801

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EMAIL: dennis@woodcivil.com

EXHIBIT 2
NORTH POWERLINE RD CDD
LEGAL DESCRIPTION



N
NO
SCALE

EXHIBIT 3
NORTH POWERLINE RD CDD
DISTRICT BOUNDARY MAP

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 1925 BARTOW ROAD
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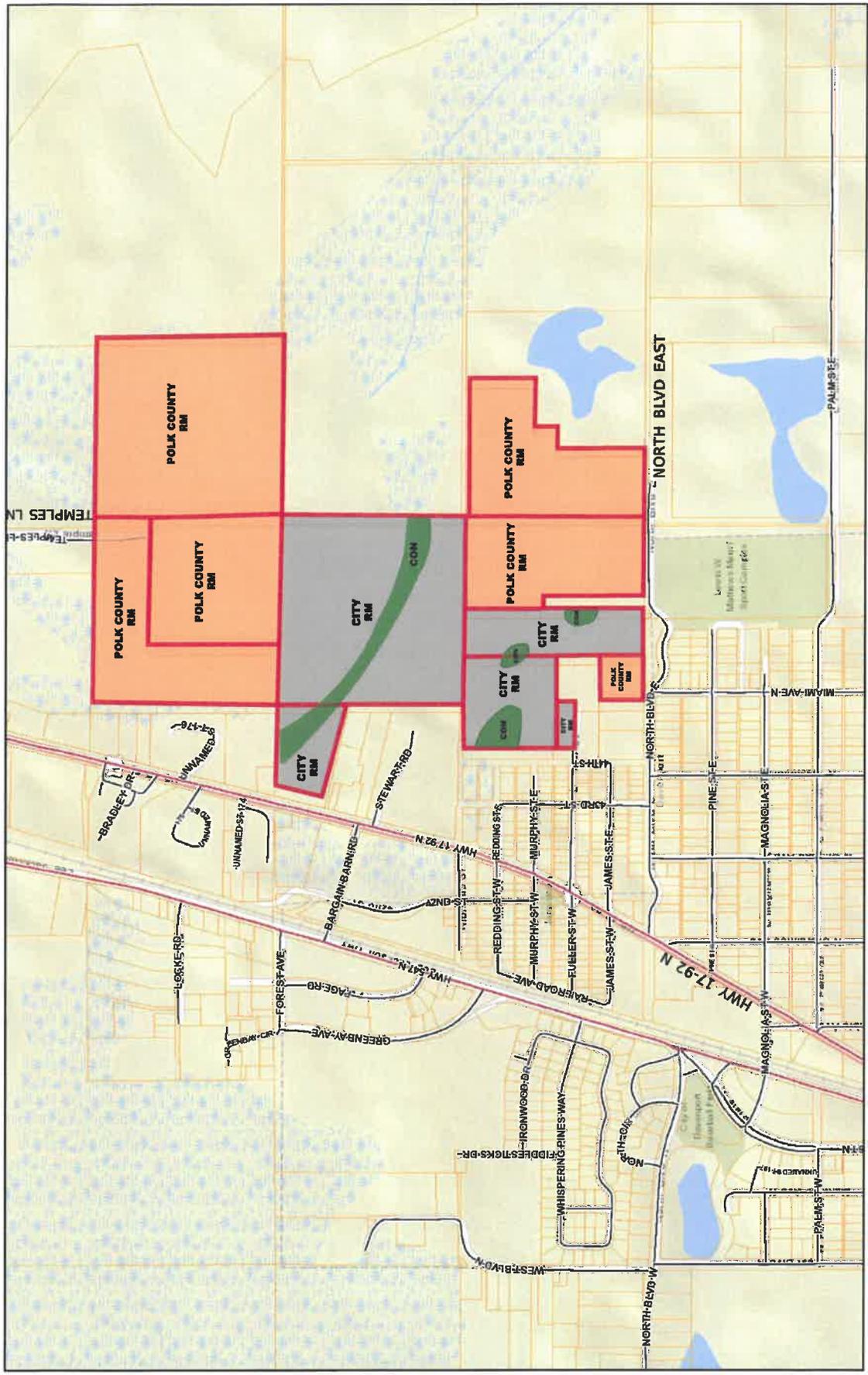
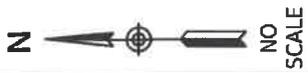


EXHIBIT 4
NORTH POWERLINE RD CDD
2030 FUTURE LAND USE

LEGEND

	CONSERVATION (CITY OF DAVENPORT)
	RESIDENTIAL MEDIUM (POLK COUNTY)
	RESIDENTIAL MEDIUM (CITY OF DAVENPORT)

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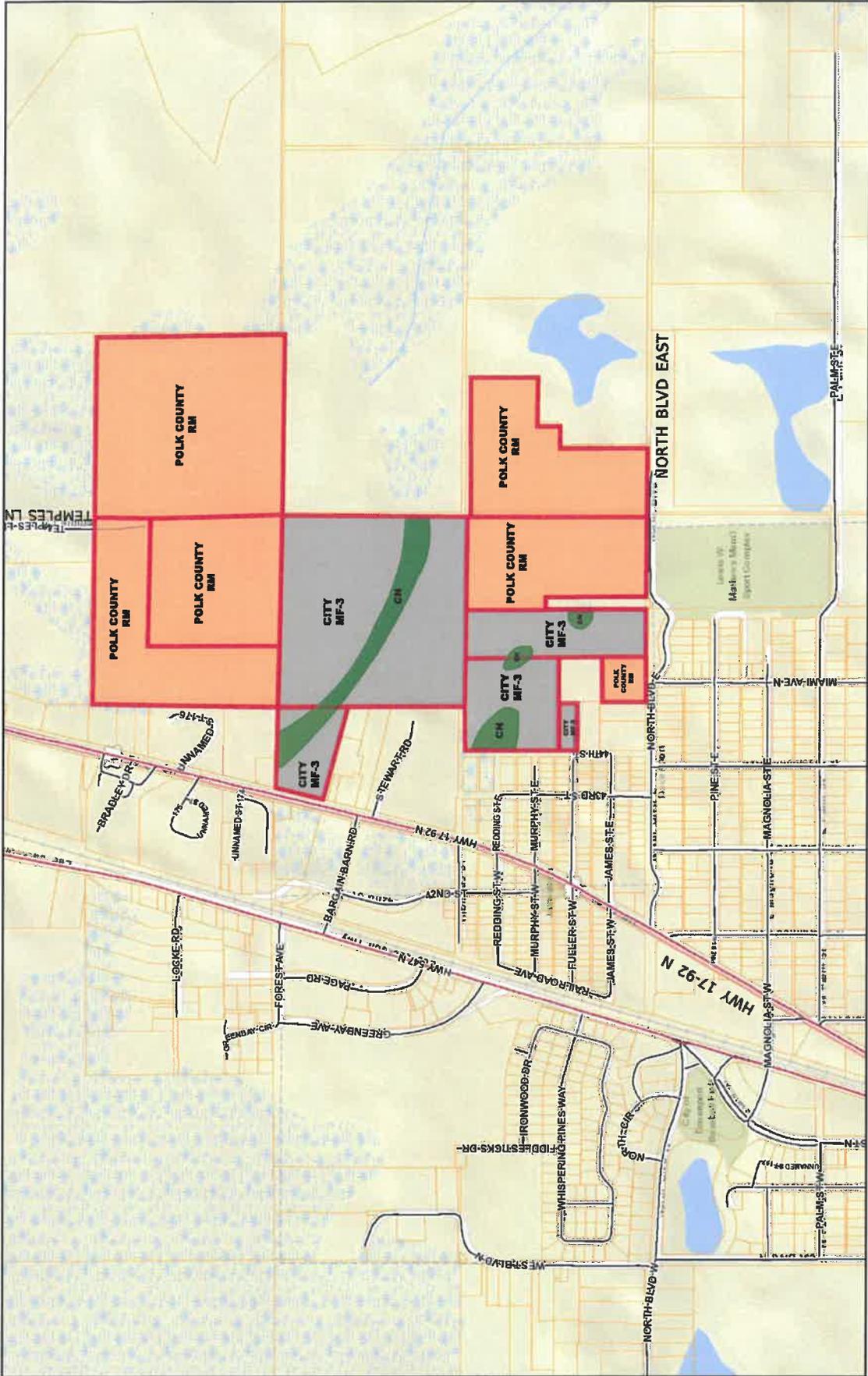
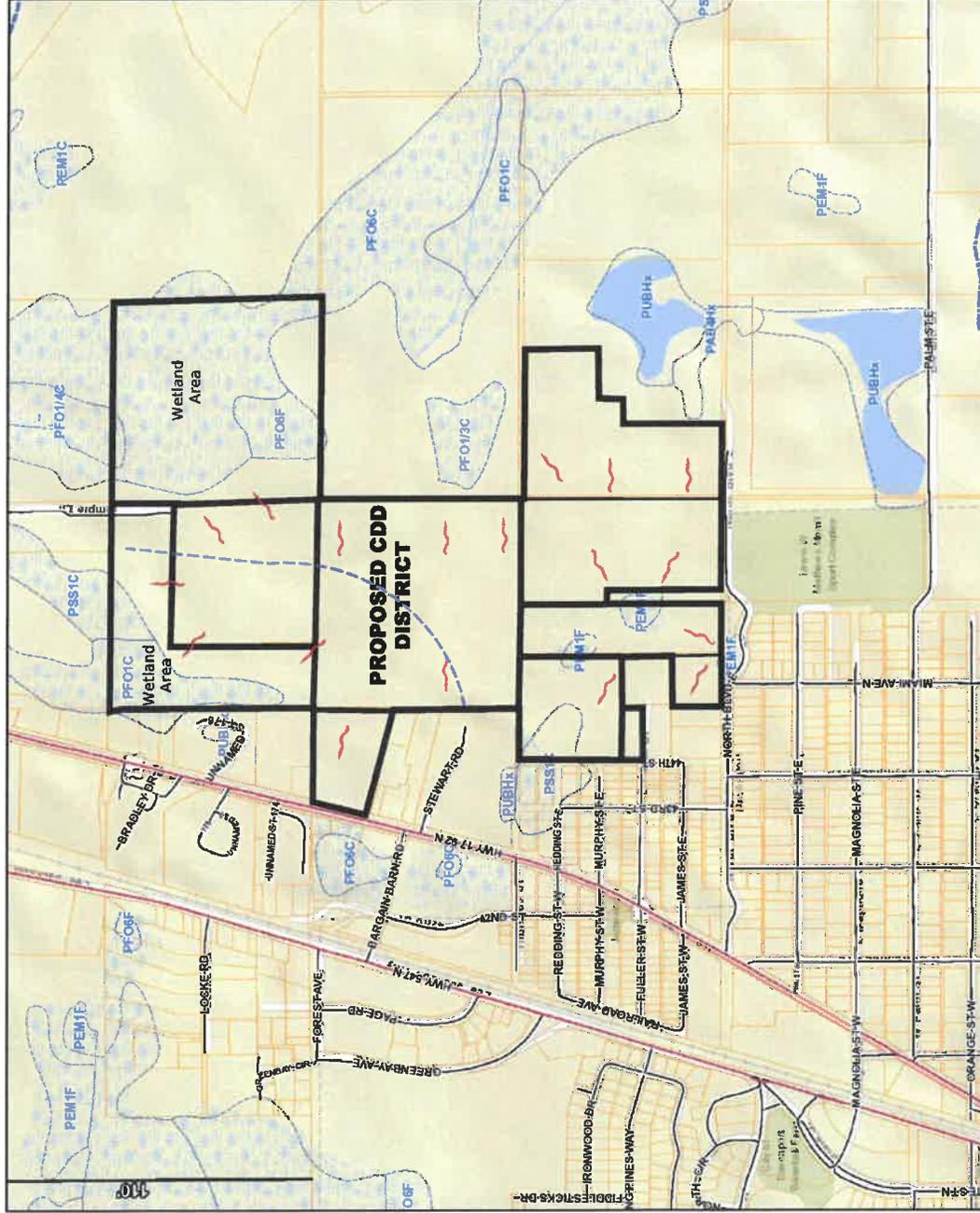


EXHIBIT 5
NORTH POWERLINE RD CDD
ZONING MAP

- LEGEND**
-  CONSERVATION DISTRICT (CITY OF DAVENPORT)
 -  RESIDENTIAL MEDIUM (POLK COUNTY)
 -  MF3- MULTIFAMILY (CITY OF DAVENPORT)

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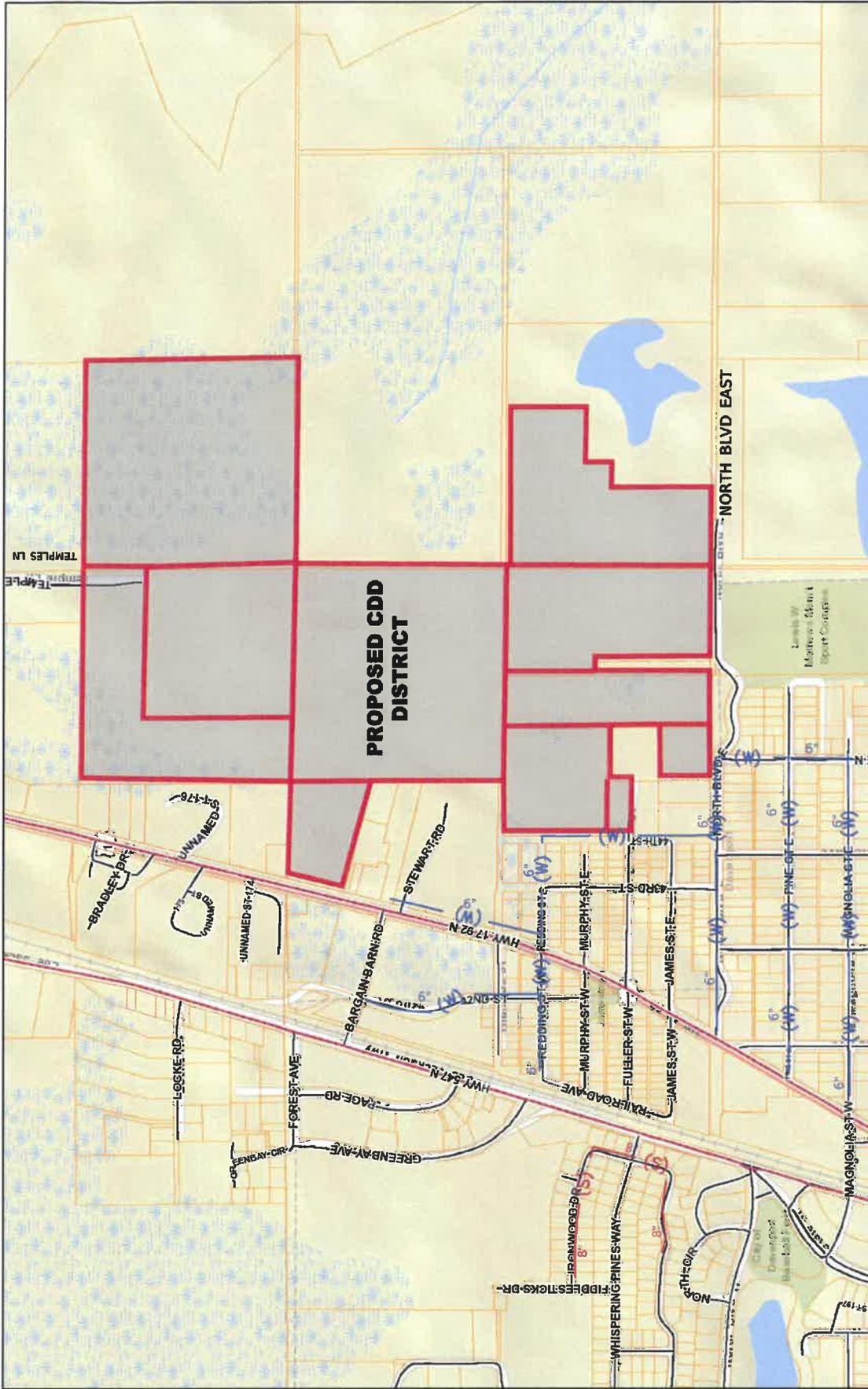
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 1925 BARTOW ROAD
 LAKELAND, FL 33801

LEGEND
 ——— FLOW DIRECTION
 - - - - - DRAINAGE

COMPOSITE EXHIBIT 6
NORTH POWERLINE RD CDD
DRAINAGE FLOW PATTERN MAP

N
 NO SCALE



COMPOSITE EXHIBIT 6
NORTH POWERLINE RD CDD
WATER & SEWER
CITY OF DAVENPORT

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LEGEND

(W) — EXISTING 6" WATER MAIN (CITY OF DAVENPORT)

(S) — EXISTING 8" GRAVITY SEWER MAIN (CITY OF DAVENPORT)

Exhibit 7
North Powerline Rd
Community Development District
Summary of Proposed District Facilities

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Davenport	District Bonds	City of Davenport
Street Lighting/Conduit	District	Duke/District	District Bonds	Duke
Road Construction	District	District	District Bonds	District
Parks & Amenities	District	District	District Bonds	District
Offsite Improvements	District	FDOT	District Bonds	FDOT

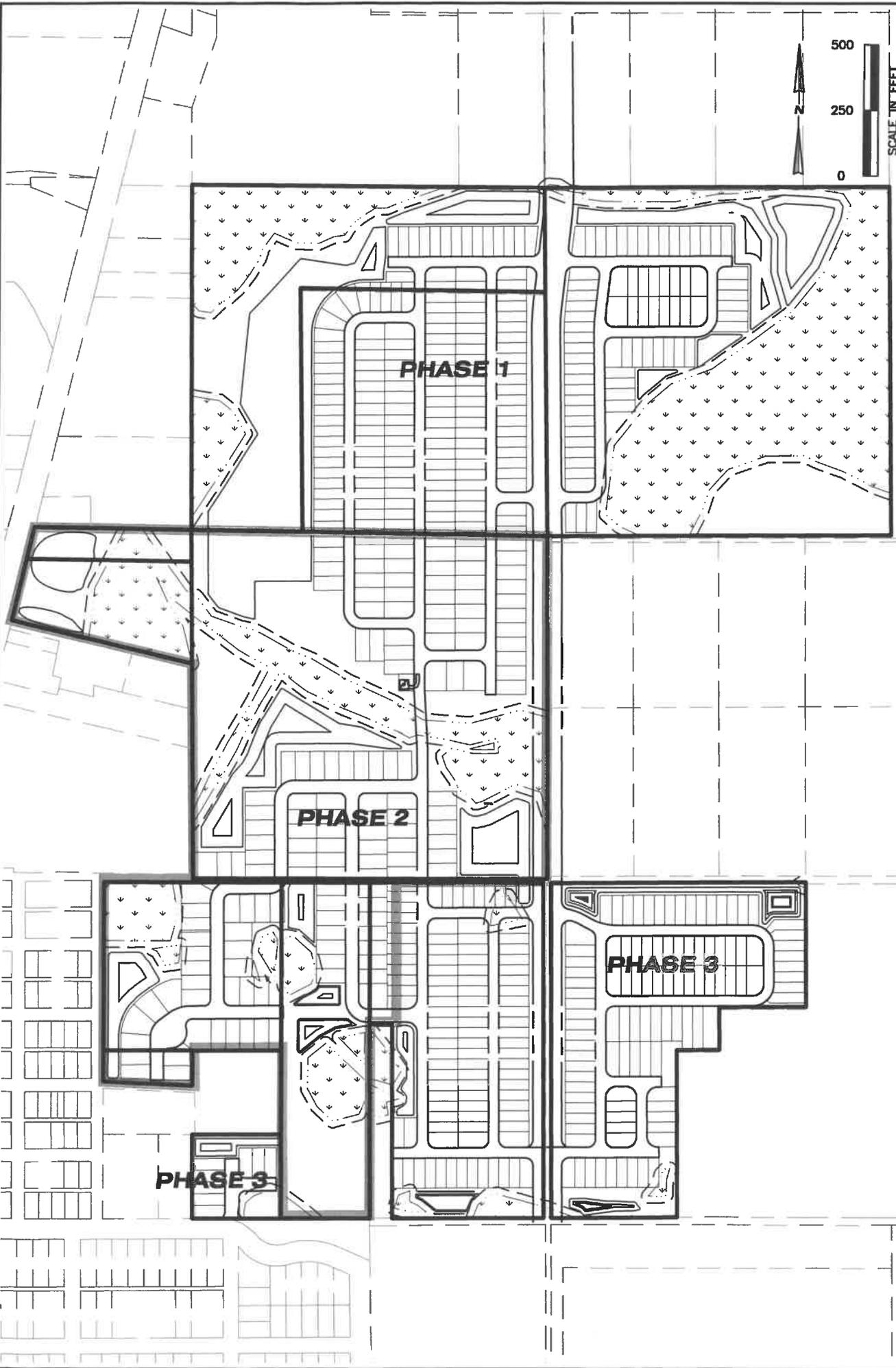
*Costs not funded by bonds will be funded by the developer

Exhibit 8
North Powerline Rd
Community Development District
Summary of Probable Cost

Infrastructure	Phase 1 (278 Lots) 2019-2023	Phase 2 (95 Lots) 2019-2024	Phase 3 (212 Lots) 2020-2025	Total (585 Lots)
Offsite Improvements ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽¹¹⁾	\$ 140,000.00	\$ 42,000.00	\$ 98,000.00	\$ 280,000.00
Stormwater Management ⁽¹⁾⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾⁽⁷⁾	\$3,325,000.00	\$1,150,000.00	\$2,980,000.00	\$ 7,455,000.00
Utilities (Water, Sewer, & Street Lighting) ^{(1) (5)(7) (9)(11)}	\$1,965,000.00	\$ 575,000.00	\$ 1,375,000.00	\$ 3,915,000.00
Roadway ⁽¹⁾⁽⁴⁾⁽⁵⁾⁽⁷⁾	\$ 1,250,000.00	\$ 750,000.00	\$ 1,065,000.00	\$ 3,065,000.00
Entry Feature ⁽¹⁾⁽⁷⁾⁽⁸⁾⁹¹¹⁾	\$ 100,000.00	\$ 30,000.00	\$ 70,000.00	\$ 200,000.00
Parks and Amenities ⁽¹⁾⁽⁷⁾⁽¹¹⁾	\$ 420,000.00	\$ 126,000.00	\$ 294,000.00	\$ 840,000.00
Contingency ⁽¹¹⁾	<u>\$ 335,000.00</u>	<u>\$ 135,000.00</u>	<u>\$ 280,000.00</u>	<u>\$ 750,000.00</u>
TOTAL	\$7,535,000.00	\$2,808,000.00	\$ 6,162,000.00	\$16,505,000.00

Notes:

1. Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.
2. Excludes grading of each lot in conjunction with home construction, which will be provided by home builder.
3. Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Stormwater does not include grading associated with building pads.
7. Estimates are based on 2019 cost.
8. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
9. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Includes only the cost of undergrounding.
10. Estimates based on 585 lots.
11. The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).



ABSOLUTE ENGINEERING, INC.
 1000 N. ASHLEY DRIVE, SUITE 925
 TAMPA, FLORIDA 33602
 (813) 221-1516 TEL
 (813) 344-0100 FAX
 C.A. NC. 28358

**SITE PLAN
 POWERLINE ROAD SUBDIVISION**

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S34-26S-27E	19-0020-0001	ROA	7-25-2019	EXH.-9

SECTION VI

SECTION C

SECTION 1

North Powerline Road Community Development District

Summary of Checks

September 26, 2019 to November 24, 2019

Bank	Date	Check No.'s		Amount
General Fund	10/28/19	48-54	\$	5,407.66
	11/4/19	55	\$	175.00
	11/6/19	56-58	\$	14,968.00
			\$	20,550.66
			\$	20,550.66

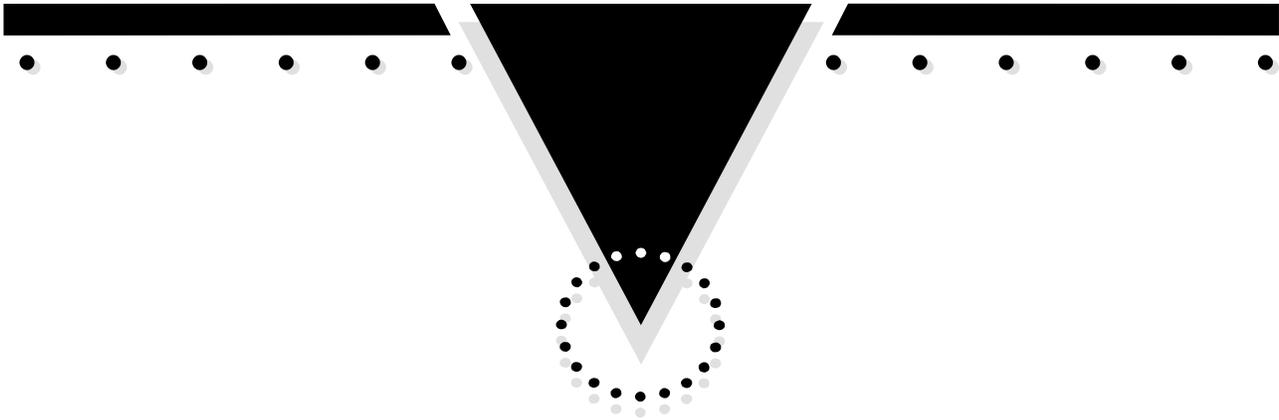
CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/28/19	00001	10/02/19	AR100219	201910	310	51300	11000		SUPV FEE 10/2/19 ANDREW RHINEHART	*	200.00	200.00	000048
10/28/19	00007	9/16/19	109861	201908	310	51300	31500		AGRMNT/ENGINEER RPRT/MTG HOPPING GREEN & SAMS	*	3,208.34	3,208.34	000049
10/28/19	00008	10/02/19	KC100219	201910	310	51300	11000		SUPV FEE 10/2/19 KEVIN CHINOY	*	200.00	200.00	000050
10/28/19	00009	10/02/19	LS100219	201910	310	51300	11000		SUPV FEE 10/2/19 LAUREN SCHWENK	*	200.00	200.00	000051
10/28/19	00010	10/02/19	PA100219	201910	310	51300	11000		SUPV FEE 10/2/19 PHILLIP ALLENDE	*	200.00	200.00	000052
10/28/19	00011	10/02/19	RH100219	201910	310	51300	11000		SUPV FEE 10/2/19 RENNIE HEATH	*	200.00	200.00	000053
10/28/19	00012	8/28/19	L060G0IZ	201908	310	51300	48000		BOARD OF SUPERVISORS	*	281.16		
		9/04/19	L060G0IZ	201909	310	51300	48000		BOARD OF SUPERVISORS	*	281.16		
		9/23/19	L060G0J0	201909	310	51300	48000		SCHEDULE OF MEETINGS	*	365.16		
		9/25/19	L060G0J0	201909	310	51300	48000		NOT OF BOARD MTG 9/25/19	*	271.84		
									THE LEDGER/ NEWS CHIEF			1,199.32	000054
11/04/19	00003	10/01/19	74734	201910	310	51300	54000		SPECIAL DISTRICT FEE FY20 DEPT OF ECONOMIC OPPORTUNITY	*	175.00	175.00	000055
11/06/19	00014	7/31/19	20076	201911	300	20700	10000		BID PACK/ENGIN REP-JUL19	*	8,080.00		
		8/31/19	20097	201911	300	20700	10000		BID PACK/ENGIN REP-AUG19	*	1,410.00		
									ABSOLUTE ENIGNEERING INC			9,490.00	000056
11/06/19	00015	11/03/19	2422	201911	300	20700	10000		ENGINEER REPORT-OCT19 DENNIS WOOD ENGINEERING	*	5,452.50	5,452.50	000057

NPRC NORTH POWER LI KCOSTA

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
11/06/19	00007	7/26/19 108854	201911 300-20700-10000	ATTEND CONFERENCE CALL	*	25.50	
							25.50 000058

						TOTAL FOR BANK A	20,550.66
						TOTAL FOR REGISTER	20,550.66

SECTION 2



NORTH POWERLINE ROAD
Community Development District

Unaudited Financial Reporting

October 31, 2019

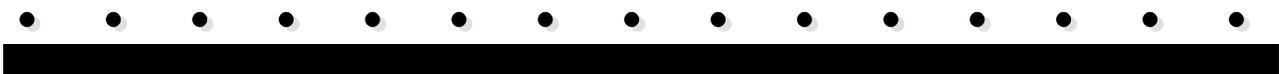


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NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
October 31, 2019

	General Fund	Capital Projects Fund	Totals FY20
<u>ASSETS:</u>			
<u>CASH</u>			
OPERATING ACCOUNT	\$5,596	---	\$5,596
TOTAL ASSETS	<u>\$5,596</u>	<u>\$0</u>	<u>\$5,596</u>
<u>LIABILITIES:</u>			
ACCOUNTS PAYABLE	\$4,716	\$76,498	\$81,214
DUE TO DEVELOPER	---	\$19,805	\$19,805
<u>FUND EQUITY:</u>			
FUND BALANCES:			
UNASSIGNED	\$880	---	\$880
RESERVED FOR CAPITAL PROJECTS	---	(\$96,304)	(\$96,304)
TOTAL LIABILITIES & FUND EQUITY	<u>\$5,596</u>	<u>\$0</u>	<u>\$5,596</u>

NORTH POWERLINE ROAD

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending October 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/19	ACTUAL THRU 10/31/19	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$131,025	\$0	\$0	\$0
INTEREST	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$131,025	\$0	\$0	\$0
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISORS FEES	\$12,000	\$1,000	\$1,000	\$0
ENGINEERING	\$20,000	\$1,667	\$0	\$1,667
ATTORNEY	\$25,000	\$2,083	\$0	\$2,083
ANNUAL AUDIT	\$2,900	\$2,900	\$0	\$2,900
ASSESSMENT ADMINISTRATION	\$5,000	\$0	\$0	\$0
ARBITRAGE	\$650	\$0	\$0	\$0
DISSEMINATION	\$5,000	\$0	\$0	\$0
TRUSTEE FEES	\$3,550	\$0	\$0	\$0
MANAGEMENT FEES	\$35,000	\$2,917	\$2,917	(\$0)
INFORMATION TECHNOLOGY	\$2,100	\$175	\$75	\$100
TELEPHONE	\$250	\$21	\$5	\$16
POSTAGE & DELIVERY	\$850	\$71	\$4	\$67
INSURANCE	\$5,500	\$5,500	\$5,125	\$375
PRINTING & BINDING	\$1,000	\$1,000	\$54	\$946
LEGAL ADVERTISING	\$10,000	\$833	\$0	\$833
OTHER CURRENT CHARGES	\$1,000	\$83	\$0	\$83
OFFICE SUPPLIES	\$500	\$0	\$3	(\$3)
TRAVEL & PER DIEM	\$550	\$46	\$0	\$46
DUES, LICENSES, & FEES	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE:	\$131,025	\$18,471	\$9,357	\$9,114
TOTAL EXPENDITURES	\$131,025	\$18,471	\$9,357	\$9,114
EXCESS REVENUES (EXPENDITURES)	\$0		(\$9,357)	
FUND BALANCE - BEGINNING	\$0		\$10,237	
FUND BALANCE - ENDING	\$0		\$880	

NORTH POWERLINE ROAD

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

Statement of Revenues & Expenditures

For The Period Ending October 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/19	ACTUAL THRU 10/31/19	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY	\$0	\$0	\$0	\$0
CAPITAL OUTLAY - COSTS OF ISSUANCE	\$0	\$0	\$0	\$0
TRANSFER OUT	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$0	
FUND BALANCE - BEGINNING	\$0		(\$96,304)	
FUND BALANCE - ENDING	\$0		(\$96,304)	

NORTH POWERLINE ROAD
Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
REVENUES:													
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INTEREST	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISORS FEES	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATTORNEY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MANAGEMENT FEES	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,917
INFORMATION TECHNOLOGY	\$75	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75
TELEPHONE	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5
POSTAGE & DELIVERY	\$4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4
INSURANCE	\$5,125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,125
PRINTING & BINDING	\$54	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$54
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3
TRAVEL & PER DIEM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES, & FEES	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL ADMINISTRATIVE	\$9,357	\$0	\$9,357										
TOTAL EXPENDITURES	\$9,357	\$0	\$9,357										
EXCESS REVENUES/(EXPENDITURES)	(\$9,357)	\$0	(\$9,357)										

**North Powerline Road Community Development District
Developer Contributions/Due from Developer**

Funding Request #	Prepared Date	Payment Received Date	Check/Wire Amount	Total Funding Request	General Fund Portion (FY18)	Capital Projects Fund Portion (FY18)	General Fund Portion (FY19)	Capital Projects Fund Portion (FY19)	General Fund Portion (FY20)	Over and (short) Balance Due
FY18-1	6/5/18	10/11/18	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
2	9/21/18	10/11/18	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
FY19-01	12/12/18	4/16/19	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -
BV1	12/12/18	4/16/19	\$ 18,804.36	\$ 18,804.36	\$ -	\$ 18,804.36	\$ -	\$ -	\$ -	\$ -
BV2	1/29/19	4/16/19	\$ 1,001.11	\$ 1,001.11	\$ -	\$ -	\$ -	\$ 1,001.11	\$ -	\$ -
2	5/15/19	8/12/19	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -
3	7/26/19	9/13/19	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -
BF-1	9/25/19		\$ -	\$ 14,968.00	\$ -	\$ -	\$ -	\$ 14,968.00	\$ -	\$ 14,968.00
BF-2	10/25/19		\$ -	\$ 61,377.21	\$ -	\$ -	\$ -	\$ 61,377.21	\$ -	\$ 61,377.21
BF-3	11/5/19		\$ -	\$ 153.00	\$ -	\$ -	\$ -	\$ 153.00	\$ -	\$ 153.00
Due from Developer			\$ 124,805.47	\$ 201,303.68	\$ 45,000.00	\$ 18,804.36	\$ 60,000.00	\$ 77,499.32	\$ -	\$ 76,498.21

Total Developer Contributions FY20

\$ -