

*North Powerline Road
Community Development District*

Agenda

June 18, 2020

AGENDA

North Powerline Road

Community Development District

219 E. Livingston St., Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

June 11, 2020

**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 **Thursday, June 18, 2020 at 10:00 AM via Zoom Teleconference.**

Zoom Video Link: <https://zoom.us/j/92712175066>

Zoom Call-In Information: 1-646-876-9923
Meeting ID: 927 1217 5066

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (¹Speakers 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 May 6, 2020 Board of Supervisors Meeting and the May 21, 2020 Continued Meeting
4. Consideration of Notice of Boundary Amendment
5. Consideration of Termination and Release of Temporary Construction Easement Agreement
6. Consideration of Temporary Construction and Access Easement Agreements
 - A. Astoria Properties, LLC
 - B. JMBI Real Estate, LLC
 - C. Polk Urban Management Project, LLC
7. Consideration of First Amendment to Construction Funding Agreement

¹ Comments will be limited to three (3) minutes

8. Consideration of Resolution 2020-11 Declaring Special Assessments on Boundary Amendment Parcel
9. Consideration of Resolution 2020-12 Setting a Public Hearing on the Imposition of Special Assessments on Boundary Amendment Parcel (Suggested Date August 5, 2020)
10. Consideration of Resolution 2020-13 Setting a Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non Ad-Valorem Assessments on Boundary Amendment Parcel (Suggested Date August 5, 2020)
11. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Presentation of Number of Voters—0
12. Other Business
13. Supervisors Requests and Audience Comments
14. Adjournment

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 May 6, 2020 Board of Supervisors Meeting and the May 21, 2020 Continued Meeting. A copy of the minutes from each are enclosed for your review.

The fourth order of business is the Consideration of Notice of Boundary Amendment. A copy of the amendment is enclosed for your review.

The fifth order of business is the Consideration of Termination and Release of Temporary Construction Easement Agreement. A copy of the agreement is enclosed for your review.

The sixth order of business is the Consideration of Temporary Construction and Access Easement Agreements. Section A is an agreement with Astoria Properties, LLC. Section

B is an agreement with JMBI Real Estate, LLC and Section C is an agreement with Polk Urban Management Project, LLC. All agreements are enclosed for your review.

The seventh order of business is the Consideration of First Amendment to Construction Funding Agreement. A copy of the amendment is enclosed for your review.

The eighth order of business is the Consideration of Resolution 2020-11 Declaring Special Assessments on Boundary Amendment Parcel. A copy of the resolution is enclosed for your review.

The ninth order of business is the Consideration of Resolution 2020-12 Setting a Public Hearing on the Imposition of Special Assessments on Boundary Amendment Parcel. A copy of the resolution is enclosed for your review.

The tenth order of business is the Consideration of Resolution 2020-13 Setting a Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non Ad-Valorem Assessments on Boundary Amendment Parcel. A copy of the resolution is enclosed for your review.

The eleventh order of business is Staff Reports. Section C is the District Manager's report. Sub-Section 1 includes the balance sheet and income statement included for your review. Sub-Section 2 is the Presentation of the Number of Voters. A copy of the letter determining this is enclosed 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, **May 6, 2020** at 10:00 a.m. via Zoom Teleconference.

Present via Zoom and constituting a quorum:

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

Also present via Zoom or telephone were:

Jill Burns	District Manager/GMS
Michelle Rigoni <i>via phone</i>	HGS
Heather Wertz <i>via phone</i>	Absolute Engineering
Roy Van Wyk	HGS

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Five board members were present via Zoom constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

No members of the public were present by Zoom. There being no public comments, the next item followed.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the March 11,
2020 Board of Supervisors Meeting**

Ms. Burns asked for any questions, comments, or corrections on the minutes. The board had no changes to the minutes.

On MOTION by Mr. Rhinehart, seconded by Mr. Heath, with all in favor, the Minutes of the March 11, 2020 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS**Consideration of Resolution 2020-09
Setting a Public Hearing and Approving
the Proposed Fiscal Year 2021 Budget**

Ms. Burns stated the budget was attached to the Resolution. The budget would be Developer funded. The total budget amount is \$286,038 to be funded by the Developer as the expenses are incurred. Ms. Burns asked for any questions or comments on the budget line items. She stated the field items are estimates based on when they thought amenities and landscaping would come online from discussion with Patrick. The suggested date for the Public Hearing is August 5, 2020 at 10:00 a.m., which is the regularly scheduled August meeting.

On MOTION by Mr. Heath, seconded by Ms. Rhinehart, with all in favor, the Resolution 2020-09 Setting a Public Hearing for August 5, 2020 at 10:00 a.m. and Approving the Proposed Fiscal Year 2021 Budget, was approved.

FIFTH ORDER OF BUSINESS**Acceptance of Fiscal Year 2019 Audit**

Ms. Burns noted that on page 25 is the report to management which summarizes the audit. It was a clean audit and there were no instances of non-compliance, and there were no findings. It has been reviewed by Counsel and by Management.

On MOTION by Mr. Heath, seconded by Mr. Chinoy, with all in favor, the Fiscal Year 2019 Audit, was approved.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2020-10
Designating a Date, Time, and Location
for a Landowners' Meeting and Election**

Ms. Burns noted per statute the meeting needed to be held on November 3, 2020. The Board does not need to be present for the Landowners' Election. It was decided to be held at 9:35 a.m. at the Cassidy offices located at 346 E. Central Ave., Winter Haven, FL 33880.

On MOTION by Ms. Schwenk, seconded by Mr. Chinoy, with all in favor, Resolution 2020-10 Designating November 3, 2020 at 9:35 a.m. at the Cassidy offices at 346 E. Central Ave., Winter Haven, FL 33880, for the Landowner's Meeting and Election, was approved.

SEVENTH ORDER OF BUSINESS

**Review and Ranking of Proposals
Received for Phase 1 Construction RFP**

Ms. Burns noted these bids are not due for a couple of days, but the intent is to continue the meeting. Ms. Wertz confirmed the bid openings would be at 3:00 p.m. on May 8th. That gives Ms. Wertz a week to review and rank them prior to setting the meeting. This item was tabled to the continued meeting.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Rigoni and Mr. Van Wyk had nothing further to report.

B. Engineer

Ms. Wertz had nothing further for the board.

C. District Manager's Report

i. Approval of Check Registers

Ms. Burns presented the check register and asked for any questions.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns presented the financials and stated there was no action and asked for any questions.

NINTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TENTH ORDER OF BUSINESS

**Supervisor's Requests and Audience
Comments**

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Continuation of Meeting

The meeting was continued to May 21st at 10:00 a.m..

On MOTION by Mr. Heath, seconded by Mr. Chinoy, with all in favor, the Meeting was Continued to May 21, 2020 at 10:00 a.m.
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Secretary / Assistant Secretary

Chairman / Vice Chairman

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

The Continued meeting of the Board of Supervisors of the North Powerline Road Community Development District was held on Thursday, **May 21, 2020** at 10:07 a.m. via Zoom Teleconference.

Present via Zoom and constituting a quorum:

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

Also present were:

Jill Burns	District Manager/GMS
Michelle Rigoni <i>via phone</i>	HGS
Heather Wertz <i>via phone</i>	Absolute Engineering
Roy Van Wyk	HGS
April Payeur	Developer's Office

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Five board members were present via Zoom constituting a quorum. Two members joined after roll call, Lauren Schwenk and Phillip Allende.

SECOND ORDER OF BUSINESS

Public Comment Period

No members of the public were present via Zoom. There being no public comments, the next item followed.

THIRD ORDER OF BUSINESS**Review and Ranking of Proposals
Received for Phase 1 Construction RFP**

Ms. Wertz presented the ranking results and reviewed them for the Board. The bids were opened on Friday, May 8th. The two original responders were Kearney and Blue Ox. Kearney was the low bidder at \$5,356,789.10. They gave 230 days for completion. Blue Ox was next in line at \$5.65 million and 225 days. QGS gave us a proposal above \$6 million with 170 days, and RIPA was above \$6 million as well, with 243 days. Ms. Wertz noted that they looked at all bids to make sure they were complete, and we were comparing everything making sure it was apples to apples. They did some adjustments to the bid price. For QGS, they deducted the demo because they figured the owner would probably handle that. For Kearney they added a generator back in, because the pump station does require one, and a retaining wall, that they had not included a number for. For Blue Ox, they added a bid bond, and we took out the demo. This reflects the adjusted bid price. Kearney was still the low bidder at \$5,432,195.14. Blue Ox was a little bit higher, it moved up about \$30,000. Points were given for price, schedule, financial capability, and everything the market is going for now. Basically, it comes down to price and schedule because all these firms are financially capable, they can do the work, they have experienced personnel. So they had the same points there. Then on schedule, QGS got the 25 points, and then we took off two points for Kearney, Blue Ox, and three points for RIPA. Then on price, Kearney got 25 points, and we took off a point for Blue Ox, 3 points for QGS, and 4 points for RIPA. So when you total it up, for the total overall ranking Kearney came in 1st with a 98. Blue Ox and QGS tied for 2nd at 97 because of the price and schedule. These bids have been reviewed, and we recommend selecting Kearney to perform the work and awarding the bid to Kearney. Ms. Wertz asked for questions.

Ms. Rigoni asked if the four ranked were responsive and responsible to the request. Heather Wertz replied they were. Ms. Wertz added that seven people requested a bid. Only four turned in bids. The three that didn't turn in bids were Tucker Paving, JMHC, and BRW Contracting, Inc. Ms. Rigoni asked if the four ranked were responsive and responsible to the request. Heather Wertz replied they were. Mr. Heath asked that the ranking be emailed to him. Ms. Schwenk and Ms. Wertz briefly discussed demoing and clearing in the proposals.

Mr. Heath asked on Kearney's bid about unclassified excavation. Ms. Wertz clarified if there was wetland, or if you have to get rid of some extra soils, etc. or a GeoTech report says you have to get rid of something, that's what it is for. There was some questions that needed further

clarification for Kearney. Mr. Heath added there was a contingency, so we could go over later and get clarification.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, to Rank Kearney #1 with 98 points and Authorization for Staff to Send a Notice of Intent to Award, and Authorize Counsel to Draft a Form of Agreement, was approved.

FOURTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk informed the Board that the Boundary Amendment final hearing will be on June 16th at 9:00 a.m. Rennie Heath stated he would cover this meeting.

B. Engineer

Ms. Wertz had nothing further for the board.

C. District Manager's Report

Ms. Burns had nothing further to report.

FIFTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

SIXTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS

Continuation of Meeting

The meeting was adjourned at 10:20.

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV

This space reserved for use by the Clerk of the Circuit Court

This Instrument Prepared by
and return to:

Roy Van Wyk, Esq.
HOPPING GREEN & SAMS, P.A.
119 S. Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314

**NOTICE OF BOUNDARY AMENDMENT OF THE
NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT**

PLEASE TAKE NOTICE that on June 16, 2020, the Board of County Commissioners in and for Polk County, Florida, adopted Ordinance No _____, effective June 16, 2020, amending the boundaries of the North Powerline Road Community Development District (“District”). The legal description of the lands encompassed within the District, after amendment, is attached hereto as Exhibit “A.” The North Powerline Road Community Development District was established by Polk County Ordinance No. 18-036, which became effective on June 5, 2018, as approved and consented to by Ordinance No. 387-18 adopted by the City Commission of the City of Davenport, Florida. The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 190, *Florida Statutes*, or by contacting the District’s registered agent as designated to the Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*.

**THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT
DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH
TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND**

ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed on this 18th day of June, 2020, and recorded in the Official Records of Polk County, Florida.

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT

By: _____
Warren K. (“Rennie”) Heath II, Chairman

Witness

Witness

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online notarization this ____ day of _____, 2020, by Warren “Rennie” Heath, II, as Chairperson of the Board of Supervisors of the North Powerline Road Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 1 (272634-000000-022030)

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

PARCEL 2 (272634-000000-022020)

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

PARCEL 3 (272635-000000-044010)

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 4 (272703-713500-010031)

PARCEL "A"

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, RUN WEST, ALONG THE NORTH LINE OF SAID SECT. 3, 595.8 FT., TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 RUN THENCE NORTH, ALONG SAID EAST LINE, 121.91 FT., TO POINT OF BEGINNING.

PARCEL "B"

SUBJECT TO ANY EXISTING DEDICATIONS OF ROAD RIGHT-OF-WAYS IN FLORIDA DEVELOPMENT COMPANY'S PLAT OF SAID SECTION 3. FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 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 U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 OF NORTHEAST 1/4; RUN THENCE SOUTH, ALONG SAID EAST LINE, 390.33 FT; RUN THENCE NORTH 77°13'30" WEST, 704.65 FT., TO THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY; RUN THENCE NORTH 12°46'30" EAST, 241.4 FT., TO THE POINT OF BEGINNING.

PARCEL 5 (272703-000000-010000)

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 6 (272703-713500-010200)

TRACTS 20 AND 21, LESS THE NORTH 15 FEET THEREOF FOR ROADWAY, IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 7 (272703-713500-010294)

THAT PART OF THE NORTH 1/2 OF TRACT 29 LYING NORTH OF CLAY ROAD, IN NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

SEE SHEET 3 FOR CONTINUATION

EXHIBIT 4			
NORTH POWERLINE ROAD CDD			
LEGAL DESCRIPTION PROPOSED DISTRICT BOUNDARY AFTER EXPANSION			
SEC TWP RGE	JOB NUMBER	DRAWN BY	SHEET
34-26-27	0002.0002	ROA	1 OF 2
		DATE	
		1-29-2020	

**ABSOLUTE
ENGINEERING, INC.**
613/221-1516 TEL. 1000N. ASHLEY DRIVE, SUITE 025
613/344-0100 FAX TAMPA, FLORIDA 33602
C.A. NO. 26356

LEGAL DESCRIPTION:

PARCEL 8 (272703-713500-010282)

THE SOUTH 1/2 OF TRACT 28 IN THE NORTHEAST 1/4 OF SECTION 03, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 9 (272703-713500-010220)

TRACT 22, LESS NORTH 15 FEET AND TRACT 27 LESS SOUTH 15 FEET, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, IN THE NORTHEAST 1/4 OF 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 FEET THEREOF AND LESS THE NORTH 15 FEET THEREOF, LOT 24 LESS THE NORTH 15 FEET THEREOF, THE EAST 3/4 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 OF FLORIDA DEVELOPMENT CO. SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 11 (272702-713000-030172)

LOT 17, 18 AND THE NORTH 3/4 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 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF FLORIDA DEVELOPMENT CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 12 (272834-000000-024120)

BEGINNING AT AN IRON PIPE 360 FEET NORTH OF THE SE CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, RUNNING THENCE NORTH 630 FEET; THENCE WEST 340 FEET TO HIGHWAY RIGHT-OF-WAY; THENCE ALONG THE HIGHWAY SOUTH 14' WEST 650 FEET; THENCE EAST 473 FEET TO POINT OF BEGINNING, LESS AND EXCEPT: BEGINNING AT AN IRON PIPE 990 FEET NORTH OF THE SOUTHEAST CORNER OF THE SW 1/4 OF SE 1/4 OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, RUN THENCE WEST 339.5 FEET ALONG THE SOUTH BOUNDARY OF PREMISES DESCRIBED IN THAT CERTAIN DEED RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF POLK COUNTY, FLORIDA IN DEED BOOK 762, PAGE 65, TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY; THENCE WITH SAID EAST RIGHT-OF-WAY SOUTHWESTERLY 130 FEET; THENCE EAST TO THE EAST LINE OF SAID SW 1/4 OF SE 1/4 OF SAID SECTION 34, THENCE NORTH TO POINT OF BEGINNING, ALSO DESCRIBED AS FOLLOWS: BEGINNING AT CONCRETE MONUMENT, THE SE CORNER OF THE SW 1/4 OF SE 1/4 OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, THENCE RUN NORTH 360 FEET TO AN IRON ROD FOR POINT OF BEGINNING; THENCE NORTH 528.89 FEET TO AN IRON ROD; THENCE WEST 372.42 FEET TO AN IRON ROD; THENCE SOUTH 14' 18" 34", WEST 543.19 FEET TO AN IRON ROD; THENCE EAST 506.12 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 195.95 ACRES MORE OR LESS.

EXHIBIT 4

NORTH POWERLINE ROAD CDD

LEGAL DESCRIPTION PROPOSED DISTRICT BOUNDARY AFTER EXPANSION

SEC TWP RGE 34-26-27	JOB NUMBER 0002.0002	DRAWN BY ROA	DATE 1-29-2020	SHEET 2 OF 2
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**ABSOLUTE
ENGINEERING, INC.**
813-221-1916 TEL
813-244-0100 FAX
1000N. ASHLEY DRIVE, SUITE 600
TAMPA, FLORIDA 33602
C.A. NO. 26580

SECTION V

Prepared By and Return to:

Roy Van Wyk, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**TERMINATION AND RELEASE OF CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT**

THIS TERMINATION AND RELEASE OF CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (this “Release”) is made as of June 18th, 2020, by **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-CF, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“Grantee”), and is joined by **JMBI REAL ESTATE, LLC**, a Florida limited liability company (“Grantor”), whose address is 346 East Central Avenue, Winter Haven, Florida 32801.

WHEREAS, Grantor and Grantee are parties to that certain *Temporary Construction and Access Easement Agreement*, recorded at Book 11080, Pages 1739-1745, of the Public Records of Polk County, Florida (the “Easement Agreement”); and

WHEREAS, Grantor, joined by Grantee, desire to terminate the Easement Agreement and to release the easement area from the Easement Agreement.

NOW, THEREFORE, for and in consideration of the agreements herein set forth, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby declares as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms that are not otherwise defined herein shall have the meanings ascribed thereto in the Easement Agreement.
2. The Easement Agreement is hereby terminated and is of no further force or effect and the easement area is released from the Easement Agreement.
3. This Release shall be recorded in the Public Records of Polk County, Florida, by Grantor at Grantor’s cost.

[Remainder of page intentionally left blank; signature pages to follow]

IN WITNESS WHEREOF, Grantee has executed this Release as of the day and year first above written.

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

Witness Signature

Witness Name Printed

By: _____
Warren “Rennie” Heath, II
Chairperson, Board of Supervisors

Witness Signature

Witness Name Printed

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of _____, 2020, by Warren “Rennie” Heath, II, as Chairperson of
the Board of Supervisors of the North Powerline Road Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Joined by and consented to:

JMBI REAL ESTATE, LLC, a Florida
limited liability company

Witness Signature

By: _____
Jack M Berry, Manager

Witness Name Printed

Witness Signature

Witness Name Printed

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of _____, 2020, by Jack M. Berry as Manager of JMBI Real Estate,
LLC.

[notary seal]

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

SECTION VI

SECTION A

Prepared By and Return To

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

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made and entered into this 18th day of June, 2020, by and between **ASTORIA PROPERTIES, 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, 219 East Livingston Street, 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. Alternatively, (iii) upon recordation of a plat, this Agreement shall partially and automatically terminate and be extinguished over the platted residential lots (“Lots”), and all rights in the Easement upon such Lots 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 Lots in the 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), (ii) and (iii) 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:

ASTORIA PROPERTIES, LLC,
a Florida limited liability company

Print Name:_____

Richard E. Straughn, Manager

Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online notarization this ____ day of _____, 2020, by Richard E. Straughn as Manager of Astoria Properties, LLC.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[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 _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of _____, 2020, by Warren “Rennie” Heath, II, as Chairperson of
the Board of Supervisors of the North Powerline Road Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[Continue onto next page]

EXHIBIT A

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

LEGAL DESCRIPTION:

PARCEL 1 (272634-000000-022030)

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

PARCEL 2 (272634-000000-022020)

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

PARCEL 3 (272635-000000-044010)

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

SECTION B

Prepared By and Return To

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

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made and entered into this 18th day of June, 2020, 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, 219 East Livingston Street, 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 in **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. Alternatively, (iii) upon recordation of a plat, this Agreement shall partially and automatically terminate and be extinguished over the platted residential lots (“Lots”), and all rights in the Easement upon such Lots 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 Lots in the 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), (ii) and (iii) 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 ☐ physical presence or ☐ online notarization this ____ day of _____, 2020, by Jack M. Berry as Manager of JMBI Real Estate, LLC.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[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 _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of _____, 2020, by Warren “Rennie” Heath, II, as Chairperson of
the Board of Supervisors of the North Powerline Road Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[Continue onto next page]

EXHIBIT A

Parcel IDs: 27-26-34-000000-024120

LEGAL DESCRIPTION:

PARCEL 12 (272634-000000-024120)

BEGINNING AT AN IRON PIPE 360 FEET NORTH OF THE SE CORNER OF THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, RUNNING THENCE NORTH 630 FEET; THENCE WEST 340 FEET TO HIGHWAY RIGHT-OF-WAY; THENCE ALONG THE HIGHWAY SOUTH 14' WEST 650 FEET; THENCE EAST 473 FEET TO POINT OF BEGINNING, LESS AND EXCEPT: BEGINNING AT AN IRON PIPE 990 FEET NORTH OF THE SOUTHEAST CORNER OF THE SW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, RUN THENCE WEST 339.5 FEET ALONG THE SOUTH BOUNDARY OF PREMISES DESCRIBED IN THAT CERTAIN DEED RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF POLK COUNTY, FLORIDA IN DEED BOOK 762, PAGE 65, TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY; THENCE WITH SAID EAST RIGHT-OF-WAY SOUTHWESTERLY 130 FEET; THENCE EAST TO THE EAST LINE OF SAID SW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SAID SECTION 34, THENCE NORTH TO POINT OF BEGINNING, ALSO DESCRIBED AS FOLLOWS: BEGINNING AT CONCRETE MONUMENT, THE SE CORNER OF THE SW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, THENCE RUN NORTH 360 FEET TO AN IRON ROD FOR POINT OF BEGINNING; THENCE NORTH 528.89 FEET TO AN IRON ROD; THENCE WEST 372.42 FEET TO AN IRON ROD; THENCE SOUTH 14' 18' 34", WEST 543.19 FEET TO AN IRON ROD; THENCE EAST 506.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.39 ACRES MORE OR LESS.

SECTION C

Prepared By and Return To

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

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made and entered into this 18th day of June, 2020, by and between **POLK URBAN MANAGEMENT PROJECT, 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, 219 East Livingston Street, 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. Alternatively, (iii) upon recordation of a plat, this Agreement shall partially and automatically terminate and be extinguished over the platted residential lots (“Lots”), and all rights in the Easement upon such Lots 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 Lots in the 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), (ii) and (iii) 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:

**POLK URBAN MANAGEMENT
PROJECT, LLC**, a Florida limited liability
company

Print Name:_____

Kevin Chinoy, Manager

Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of _____, 2020, by Kevin Chinoy as Manager of Polk Urban
Management Project, LLC.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[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 _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of _____, 2020, by Warren “Rennie” Heath, II, as Chairperson of
the Board of Supervisors of the North Powerline Road Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[Continue onto next page]

EXHIBIT A

Parcel IDs: 27-27-03-713500-010031
27-27-03-000000-011000

PARCEL 4 (272703-713500-010031)

PARCEL "A"

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, RUN WEST, ALONG THE NORTH LINE OF SAID SECT. 3, 595.8 FT., TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 RUN THENCE NORTH, ALONG SAID EAST LINE, 121.91 FT., TO POINT OF BEGINNING.

PARCEL "B"

SUBJECT TO ANY EXISTING DEDICATIONS OF ROAD RIGHT-OF-WAYS IN FLORIDA DEVELOPMENT COMPANY'S PLAT OF SAID SECTION 3. FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 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 U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 OF NORTHEAST 1/4; RUN THENCE SOUTH, ALONG SAID EAST LINE, 390.33 FT; RUN THENCE NORTH 77°13'30" WEST, 704.65 FT., TO THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY; RUN THENCE NORTH 12°46'30" EAST, 241.4 FT., TO THE POINT OF BEGINNING.

PARCEL 5 (272703-000000-011000)

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

SECTION VII

**FIRST AMENDMENT TO THE CONSTRUCTION FUNDING AGREEMENT
BETWEEN NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
AND JMBI REAL ESTATE, LLC (BELLA VITA PHASE 1)**

THIS FIRST AMENDMENT (“First Amendment”) is made and entered into this 18th day of June, 2020, 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 the City of Davenport and Polk County, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”), and

JMBI REAL ESTATE, LLC, a Florida limited liability company, the primary developer of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“Developer”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the County Commission of Polk County, Florida, as approved and consented to by the City Commission of City of Davenport, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District and Developer previously entered into that *Construction Funding Agreement between North Powerline Road Community Development District and JMBI Real Estate, LLC (Bella Vita Phase 1)*, dated December 4, 2019 (the “Funding Agreement”), whereby the Developer agreed to provide the funds necessary to enable the District to proceed with the construction of the Improvements (as such term is defined in the Funding Agreement); and

WHEREAS, subsequent to the execution of the Funding Agreement, there were changes to the development plan requiring the District to revise and adopt that *Engineer’s Report for Capital Improvements Second Amended and Restated*, dated February 2020, as supplemented by that *First Supplemental to Second Amended and Restated Engineer’s Report for Capital Improvements*, dated _____ March _____ 2020, attached hereto as **Composite Exhibit A** (together, the “Engineer’s Report”); and

WHEREAS, upon the request of the Developer, the District amended its boundaries to include that certain undeveloped lands identified as “Expansion Parcel” in the Engineer’s Report, upon which Improvements have been or will be made as part of the Development (as such term is defined in the Funding Agreement); and

WHEREAS, the District intends to levy and impose special assessments upon the Expansion Parcel for the Improvement costs associated with said land; and

WHEREAS, Section 7 of the Funding Agreement provides that amendments to and waivers of the provisions contained in the Funding Agreement may be made by an instrument in writing which is executed by both of the parties; and

WHEREAS, the parties desire to amend the Funding Agreement to clarify the scope of the Funding Agreement and reflect the current development plan.

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 First Amendment.

2. AFFIRMATION OF THE FUNDING AGREEMENT. The District and the Developer agree that nothing contained herein shall alter or amend the parties' rights, responsibilities and obligations under the Funding Agreement, except to the extent set forth in Section 3 of this First Amendment. The Funding Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Funding Agreement.

3. AMENDMENT. Pursuant to Section 7 of the Funding Agreement, Exhibit A to the Funding Agreement is hereby replaced in its entirety and superseded by the Engineer's Report attached to this First Amendment as **Composite Exhibit A**. References to the Improvements and the Development in the Funding Agreement, as amended and supplemented, are hereby amended to include those infrastructure improvements and development plan as identified in the Engineer's Report attached to this First Amendment.

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

5. EFFECTIVE DATE. This First Amendment shall be effective as of the day and year first written above.

[Signatures on next page]

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

ATTEST:

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

JMBI REAL ESTATE, LLC

Print Name: _____

Jack M. Berry, Manager

Comp. Exhibit A: *Engineer's Report for Capital Improvements Second Amended and Restated*, dated February 2020, as supplemented by that *First Supplemental to Second Amended and Restated Engineer's Report for Capital Improvements*, dated March 2020.

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

**ENGINEER'S REPORT
FOR CAPITAL IMPROVEMENTS
*SECOND 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**

FEBRUARY 5, 2020

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT

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LIST OF EXHIBITS

EXHIBIT 1- Location Map

EXHIBIT 2- Current Legal Description

EXHIBIT 3- Legal Description After Boundary Amendment

EXHIBIT 4- District Boundary Map

EXHIBIT 5- Land Use Map

EXHIBIT 6- Zoning Map

EXHIBIT 7- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9- Summary of Opinion of Probable Costs

EXHIBIT 10- 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 551 single family lots, recreation / amenity areas, parks, and associated infrastructure. It is anticipated at this time that the District will petition to amend its boundaries to include an additional 5.39 acres ("Expansion Parcel") to the lands within the District. This report includes information regarding the Expansion Parcel in various Exhibits.

The District 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 common area 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 551 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. It is currently anticipated that the development will be constructed in three (3) phases. Following is a summary of proposed lot sizes per phase:

PHASE	LOT WIDTH	LOT WIDTH	LOT WIDTH	LOT WIDTH	SF TOTAL
	40'	45'	55'	65'	
PHASE 1	200		48	3	251
PHASE 2		8	95		103
PHASE 3	197				197
TOTAL	397	8	143	3	551

IV. THE CAPITAL IMPROVEMENTS

The current 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 public turn 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 Horse Creek in Phase 1. 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 system of improvements comprising the Capital Improvement Plan for the District 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 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 40' and 50' R/W with 24' of asphalt and Miami curb 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 2023; Phase 2 in 2024; Phases 3 in 2025. 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 the recreational facilities including parks and 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 throughout 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 District 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 District with District funds and operated and maintained by the District. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the District. It should be noted that the District is only funding the capital landscaping costs. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the District.

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 and County 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	Approved
Construction Permits	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved

PHASE 2

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	Approved
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved

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

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, County, SWFWMD, FDEP and ACOE. 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

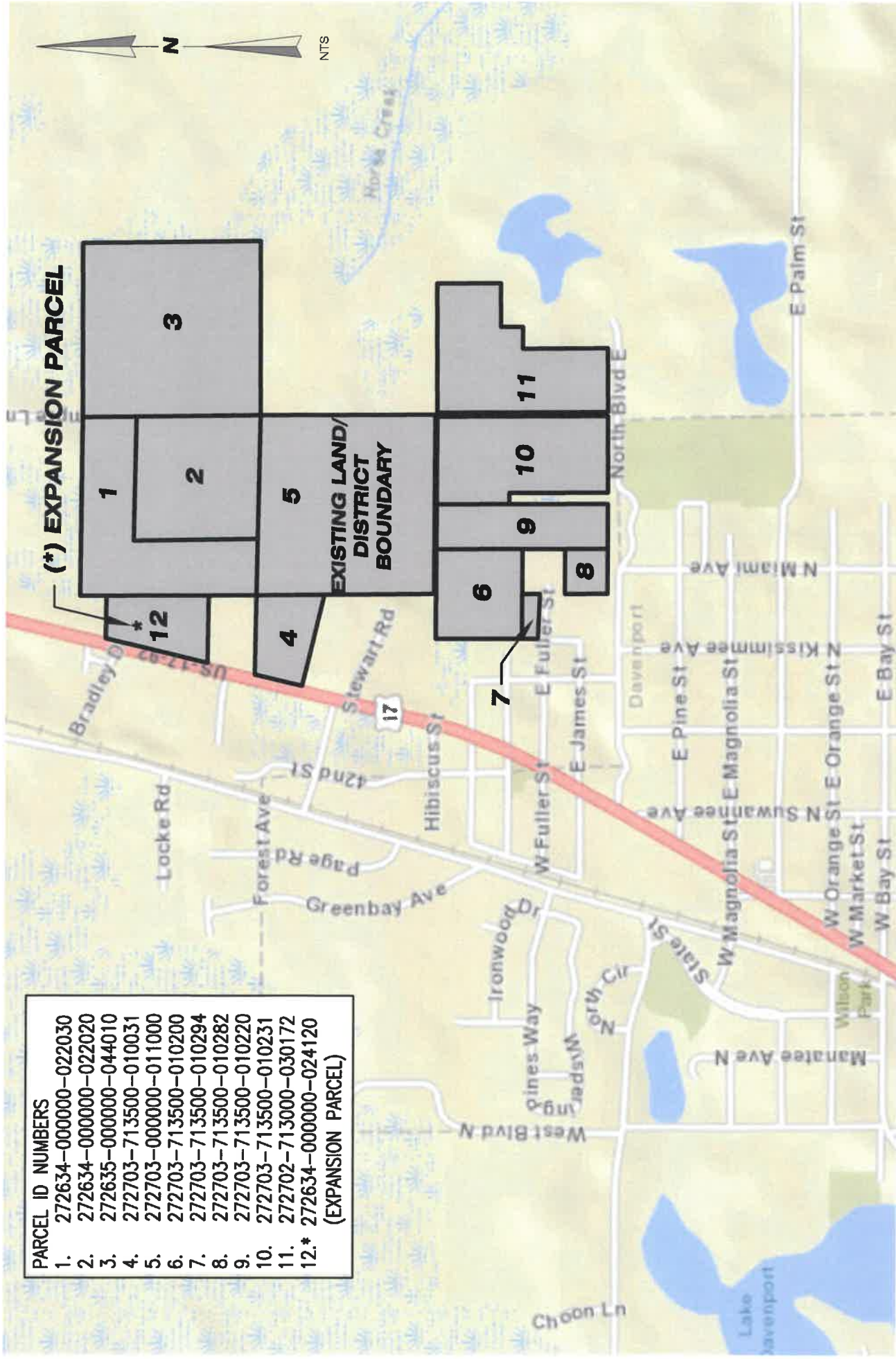
to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

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 City and 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.

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
- 12.* 272634-000000-024120
(EXPANSION PARCEL)

(*) EXPANSION PARCEL



LEGAL DESCRIPTION:

PARCEL 1 (272634-000000-022030)

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

PARCEL 2 (272634-000000-022020)

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

PARCEL 3 (272635-000000-044010)

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 4 (272703-713500-010031)

PARCEL "A"

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, RUN WEST, ALONG THE NORTH LINE OF SAID SECT. 3, 595.8 FT., TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 RUN THENCE NORTH, ALONG SAID EAST LINE, 121.91 FT., TO POINT OF BEGINNING.

PARCEL "B"

SUBJECT TO ANY EXISTING DEDICATIONS OF ROAD RIGHT-OF-WAYS IN FLORIDA DEVELOPMENT COMPANY'S PLAT OF SAID SECTION 3. FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 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 U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 OF NORTHEAST 1/4; RUN THENCE SOUTH, ALONG SAID EAST LINE, 390.33 FT; RUN THENCE NORTH 77°13'30" WEST, 704.65 FT., TO THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY; RUN THENCE NORTH 12°46'30" EAST, 241.4 FT., TO THE POINT OF BEGINNING.

PARCEL 5 (272703-000000-011000)

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 6 (272703-713500-010200)

TRACTS 20 AND 21, LESS THE NORTH 15 FEET THEREOF FOR ROADWAY, IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 7 (272703-713500-010294)

THAT PART OF THE NORTH 1/2 OF TRACT 29 LYING NORTH OF CLAY ROAD, IN NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

SEE SHEET 3 FOR CONTINUATION

EXHIBIT 2 NORTH POWERLINE ROAD CDD LEGAL DESCRIPTION

DATE	1-29-2020	SHEET	2
DRAWN BY	ROA	JOB NUMBER	0002.0002
SEC TWP RGE	34-26-27		

**ABSOLUTE
ENGINEERING, INC.**
(813) 221-1516 TEL
(813) 344-0100 FAX
1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
C.A. NO. 28358

LEGAL DESCRIPTION:

PARCEL 8 (272703-713500-010282)

THE SOUTH 1/2 OF TRACT 28 IN THE NORTHEAST 1/4 OF SECTION 03, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 9 (272703-713500-010220)

TRACT 22, LESS NORTH 15 FEET AND TRACT 27 LESS SOUTH 15 FEET, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, IN THE NORTHEAST 1/4 OF 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 FEET THEREOF AND LESS THE NORTH 15 FEET THEREOF, LOT 24 LESS THE NORTH 15 FEET THEREOF, THE EAST 3/4 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 OF FLORIDA DEVELOPMENT CO. SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 11 (272702-713000-030172)

LOT 17, 18 AND THE NORTH 3/4 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 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF FLORIDA DEVELOPMENT CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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.

EXHIBIT 2 NORTH POWERLINE ROAD CDD LEGAL DESCRIPTION

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	ROA	1-29-2020	3

**ABSOLUTE
ENGINEERING, INC.**
(813) 221-1516 TEL 1000 N. ASHLEY DRIVE, SUITE 925
(813) 344-0100 FAX TAMPA, FLORIDA 33602
C.A. NO. 28358

LEGAL DESCRIPTION:

PARCEL 1 (272634-000000-022030)

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

PARCEL 2 (272634-000000-022020)

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

PARCEL 3 (272635-000000-044010)

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

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PARCEL "A"

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/ 4 OF THE NORTHEAST 1/ 4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, RUN WEST, ALONG THE NORTH LINE OF SAID SECT. 3, 595.8 FT., TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 RUN THENCE NORTH, ALONG SAID EAST LINE, 121.91 FT., TO POINT OF BEGINNING.

PARCEL "B"

SUBJECT TO ANY EXISTING DEDICATIONS OF ROAD RIGHT-OF-WAYS IN FLORIDA DEVELOPMENT COMPANY'S PLAT OF SAID SECTION 3. FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 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 U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 OF NORTHEAST 1/4; RUN THENCE SOUTH, ALONG SAID EAST LINE, 390.33 FT; RUN THENCE NORTH 77°13'30" WEST, 704.65 FT., TO THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY; RUN THENCE NORTH 12°46'30" EAST, 241.4 FT., TO THE POINT OF BEGINNING.

PARCEL 5 (272703-000000-011000)

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 6 (272703-713500-010200)

TRACTS 20 AND 21, LESS THE NORTH 15 FEET THEREOF FOR ROADWAY, IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 7 (272703-713500-010294)

THAT PART OF THE NORTH 1/2 OF TRACT 29 LYING NORTH OF CLAY ROAD, IN NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

SEE SHEET 3 FOR CONTINUATION

EXHIBIT 3
NORTH POWERLINE ROAD CDD
LEGAL DESCRIPTION AFTER BOUNDARY AMENDMENT

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	ROA	1-29-2020	4

**ABSOLUTE
ENGINEERING, INC.**
1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
C.A. NO. 28358
TEL (813) 221-1516
FAX (813) 344-0100

P: 0002 Oakley Rhinehart Cossid\0002 Powerline Road Master 1DWGs\0001 CDD-EXH 3 LEGAL DESC AMEND-2.dwg (LEGAL) Rick Roa Feb 03, 2020 - 1:39: m

THE SOUTH 1/2 OF TRACT 28 IN THE NORTHEAST 1/4 OF SECTION 03, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TRACT 22, LESS NORTH 15 FEET AND TRACT 27 LESS SOUTH 15 FEET, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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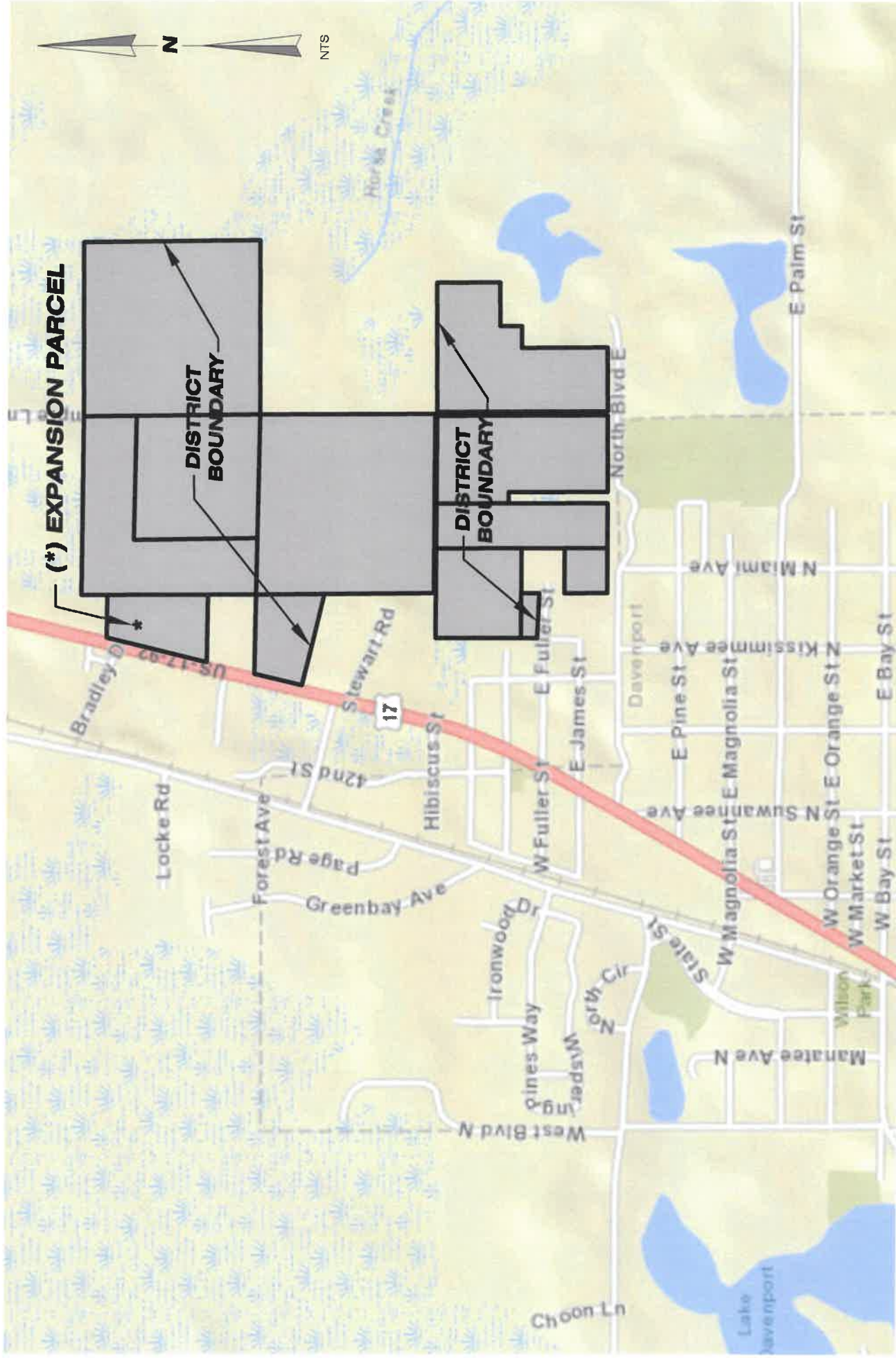
LOT 17, 18 AND THE NORTH 3/4 OF LOT 19, LESS THE NORTH 15 FEET OF SAID LOTS; LOT 32 AND THE WEST ONE HALF OF LOT 31, LESS THE SOUTH 15 FEET OF SAID LOTS, ALL LYING AND BEING IN THE NORTHWEST 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF FLORIDA DEVELOPMENT CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

BEGINNING AT AN IRON PIPE 360 FEET NORTH OF THE SE CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, RUNNING THENCE NORTH 630 FEET; THENCE SOUTH 340 FEET TO HIGHWAY RIGHT-OF-WAY; THENCE ALONG THE HIGHWAY SOUTH 14° WEST 650 FEET; THENCE EAST 473 FEET TO POINT OF BEGINNING, LESS AND EXCEPT: BEGINNING AT AN IRON PIPE 990 FEET NORTH OF THE SOUTHEAST CORNER OF THE SW ¼ OF SE ¼ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, RUN THENCE WEST 339.5 FEET ALONG THE SOUTH BOUNDARY OF PREMISES DESCRIBED IN THAT CERTAIN DEED RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF POLK COUNTY, FLORIDA IN DEED BOOK 762, PAGE 65, TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY; THENCE WITH SAID EAST RIGHT-OF-WAY SOUTHWESTERLY 130 FEET; THENCE EAST TO THE EAST LINE OF SAID SW ¼ OF SE ¼ OF SAID SECTION 34, THENCE NORTH TO POINT OF BEGINNING, ALSO DESCRIBED AS FOLLOWS: BEGINNING AT CONCRETE MONUMENT, THE SE CORNER OF THE SW ¼ OF SE ¼ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, THENCE RUN NORTH 360 FEET TO AN IRON ROD FOR POINT OF BEGINNING; THENCE NORTH 528.89 FEET TO AN IRON ROD; THENCE WEST 372.42 FEET TO AN IRON ROD; THENCE SOUTH 14° 18' 34", WEST 543.19 FEET TO AN IRON ROD; THENCE EAST 506.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 195.95 ACRES MORE OR LESS.

EXHIBIT 3			
NORTH POWERLINE ROAD CDD			
LEGAL DESCRIPTION AFTER BOUNDARY AMENDMENT			
SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE
34-26-27	0002.0002	ROA	1-29-2020
			SHEET
			5

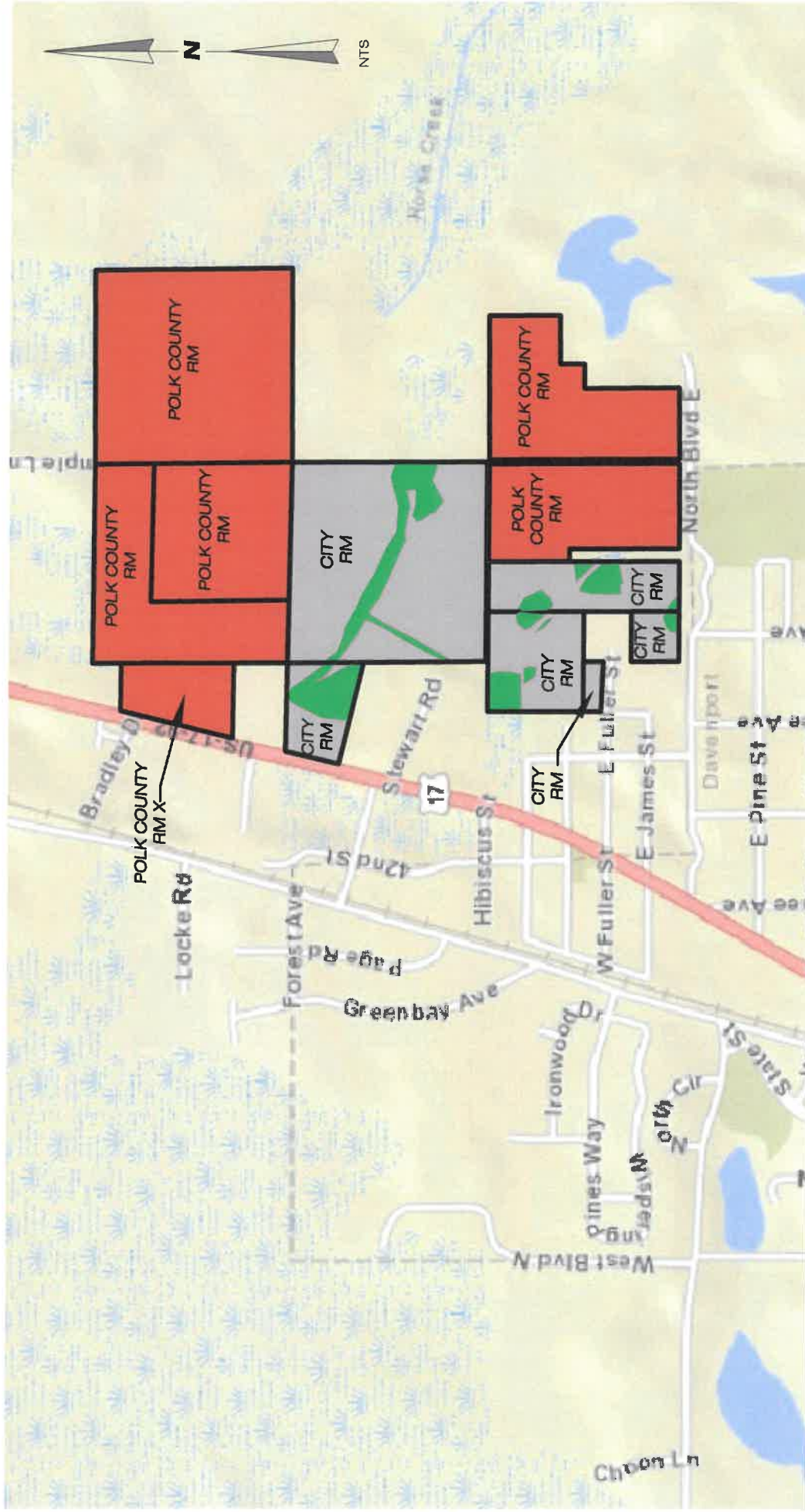
AE **ABSOLUTE
ENGINEERING, INC.**
(813) 221-1516 TEL.
(813) 344-0100 FAX
1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
C.A. NO. 29356



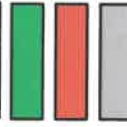
(813) 221-1516 TEL
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C.A. NO. 28358
1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602

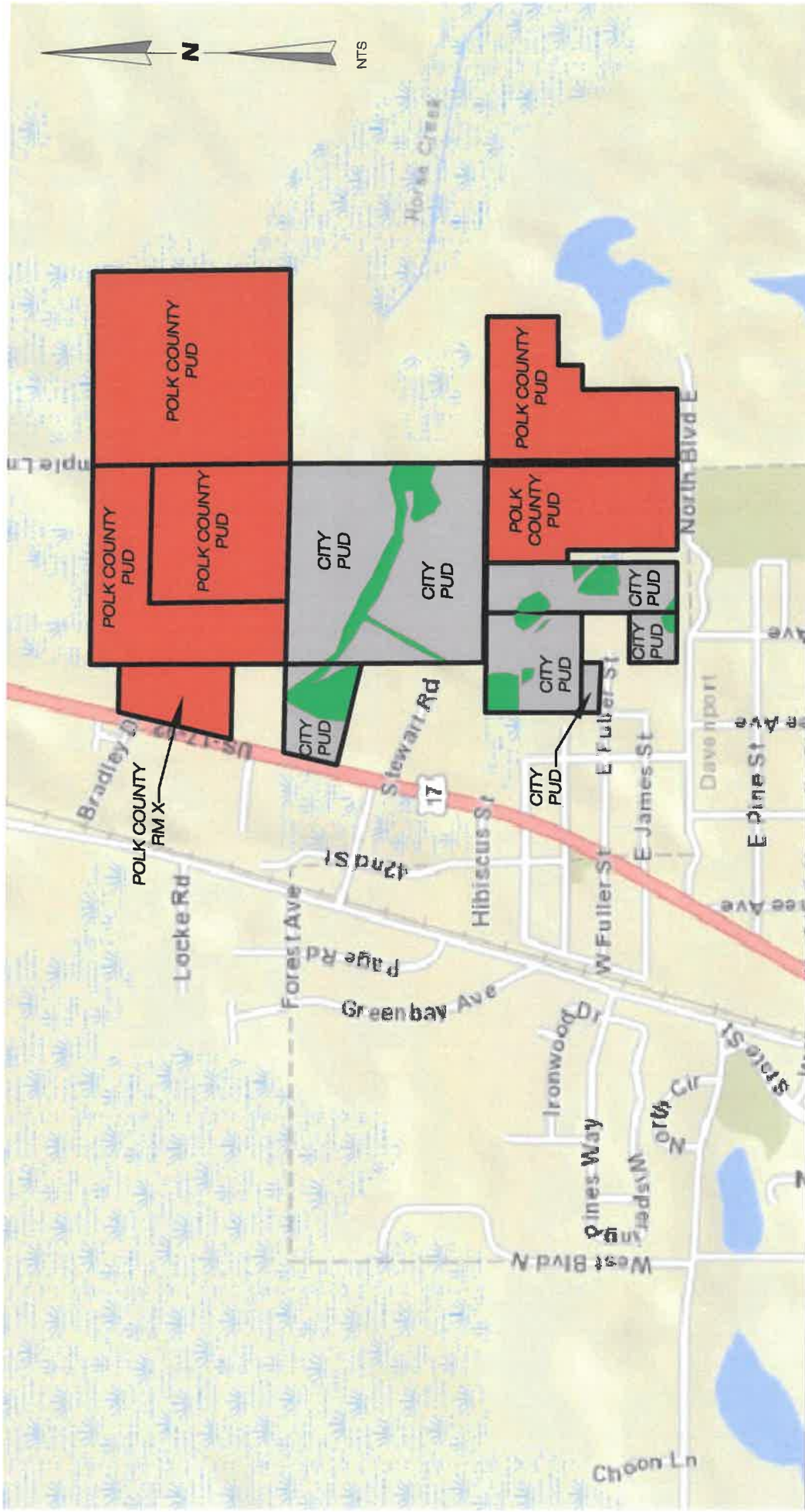
EXHIBIT 4
NORTH POWERLINE ROAD CDD
DISTRICT BOUNDARY MAP

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	ROA	1-29-2020	6

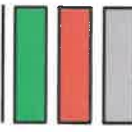


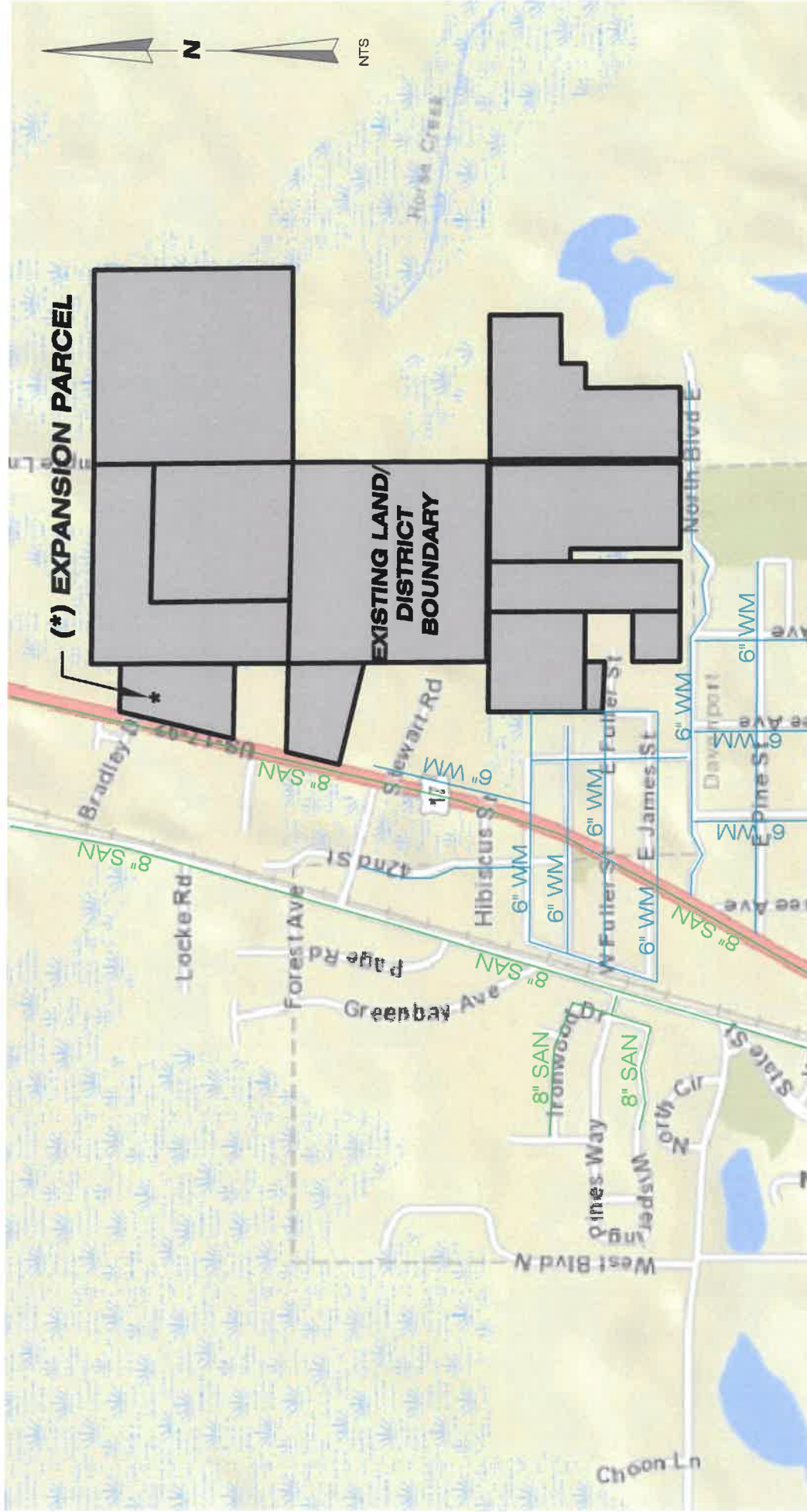
LEGEND





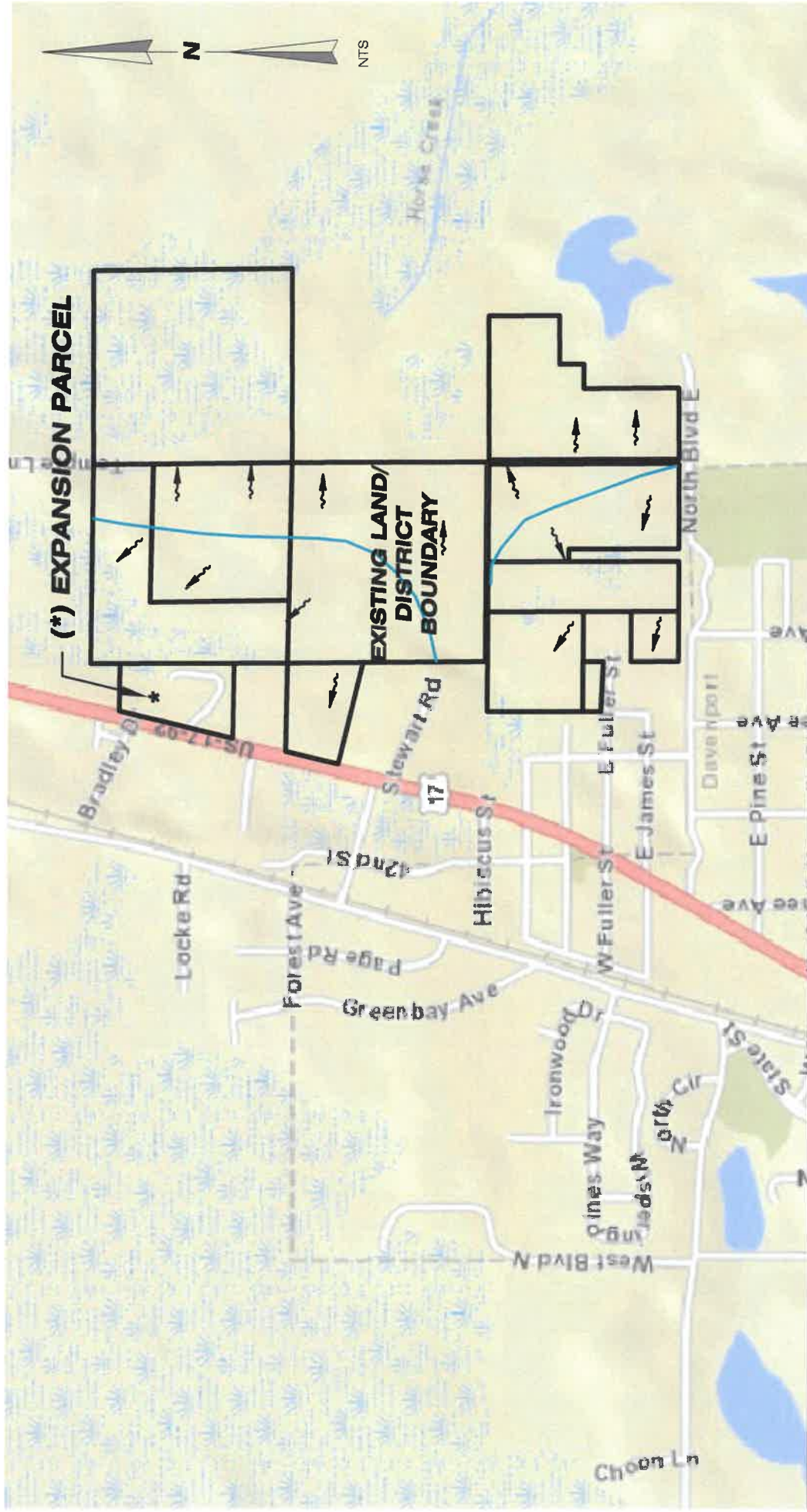
LEGEND





LEGEND

- EXISTING 6" WATER MAIN (C.O.D.)
- EXISTING 8" GRAVITY SEWER MAIN (C.O.D.)



LEGEND

FLOW DIRECTION



DRAINAGE



**ABSOLUTE
ENGINEERING, INC.**

(813) 221-1516 TEL 1000 N. ASHLEY DRIVE, SUITE 925
(813) 344-0100 FAX TAMPA, FLORIDA 33602
C.A. NO. 28358

**COMPOSITE EXHIBIT 7
NORTH POWERLINE ROAD CDD
DRAINAGE FLOW PATTERN MAP**

SEC TWP RGE 34-26-27	JOB NUMBER 0002.0002	DRAWN BY ROA	DATE 1-29-2020	SHEET 10
--------------------------------	--------------------------------	------------------------	--------------------------	--------------------

Exhibit 8
North Powerline Road
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/District***
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

** District will fund undergrounding of electrical conduit

***District will fund street lighting maintenance services

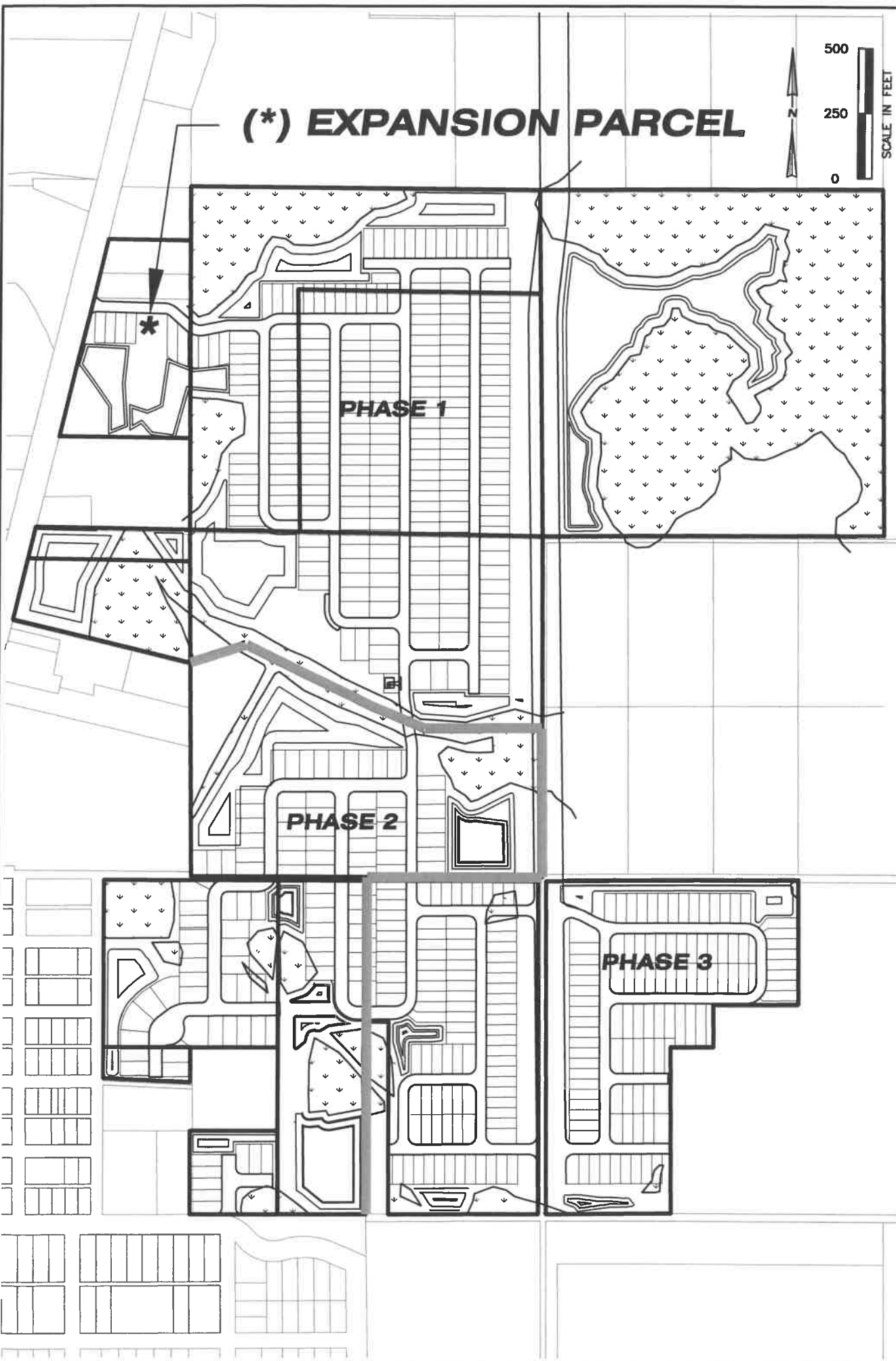
Exhibit 9
North Powerline Road
Community Development District
Summary of Probable Cost

<u>Infrastructure</u>	<u>Phase 1</u> <u>Existing Land</u> <u>(245 Lots)</u> <u>2020-2023</u>	<u>Phase 1</u> <u>Expansion</u> <u>Parcel (6 Lots)</u> <u>2020-2023</u>	<u>Phase 2</u> <u>(103 Lots)</u> <u>2021-2024</u>	<u>Phase 3</u> <u>(197 Lots)</u> <u>2022-2025</u>	<u>Total</u> <u>(551 Lots)</u>
Offsite Improvements ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽¹¹⁾	\$1,058,143	\$46,426	\$343,214	\$656,439	\$2,104,222
Stormwater Management ⁽¹⁾⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾⁽⁷⁾	\$1,780,668	\$78,127	\$577,569	\$1,104,671	\$3,541,035
Utilities (Water, Sewer, & Street Lighting) ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽⁹⁾⁽¹¹⁾	\$1,624,116	\$71,258	\$526,790	\$1,007,551	\$3,229,715
Roadway ⁽¹⁾⁽⁴⁾⁽⁵⁾⁽⁷⁾	\$779,237	\$34,189	\$1,452,750	\$483,415	\$2,749,591
Entry Feature ⁽¹⁾⁽⁷⁾⁽⁸⁾⁽⁹⁾⁽¹¹⁾	\$87,500	\$2,500	\$37,200	\$72,800	\$200,000
Parks and Amenities ⁽¹⁾⁽⁷⁾⁽¹¹⁾	\$368,965	\$9,035	\$156,240	\$305,760	\$840,000
Contingency ⁽¹¹⁾	<u>\$569,863</u>	<u>\$24,154</u>	<u>\$309,376</u>	<u>\$363,064</u>	<u>\$1,266,456</u>
TOTAL	\$6,268,492	\$265,689	\$3,403,139	\$3,993,700	\$13,931,019

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 2020 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 551 lots.
11. The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).

P:\0002_Oakley_Rhineland_Cassidy\0002_Powerline_Road_Master\DWG\0002_CDD-EXH 9 SITE PLAN.dwg (8.5 x 11 Landscape) Risk Rec Feb 03, 2020 - 2:23pm



(*) EXPANSION PARCEL

PHASE 1

PHASE 2

PHASE 3

AE **ABSOLUTE
ENGINEERING, INC.**
(813) 221-1516 TEL 1000 N. ASHLEY DRIVE, SUITE 925
(813) 344-0100 FAX TAMPA, FLORIDA 33602
C.A. NO. 28358

**EXHIBIT 10 - SITE PLAN
NORTH POWERLINE ROAD CDD**

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S34-26S-27E	19-0020-0001	ROA	1-29-2020	11

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

**FIRST SUPPLEMENTAL
TO SECOND AMENDED AND RESTATED
ENGINEER'S REPORT
FOR CAPITAL IMPROVEMENTS**

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**

MARCH 2020

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	PURPOSE AND SCOPE	2
III.	THE DEVELOPMENT	3
IV.	THE CAPITAL IMPROVEMENTS.....	3
V.	CAPITAL IMPROVEMENT PLAN COMPONENTS	4
	Stormwater Management Facilities	4
	Public Roadways.....	5
	Water and Wastewater Facilities	6
	Off-site Improvements	7
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	Electric and Lighting.....	7
	Entry Features.....	8
	Miscellaneous	8
VI.	PERMITTING	9
VII.	RECOMMENDATION.....	10
VIII.	REPORT MODIFICATION.....	10
IX.	CONCLUSION.....	10

LIST OF EXHIBITS

EXHIBIT 1- Location Map

EXHIBIT 2- Current Legal Description

EXHIBIT 3- Legal Description After Boundary Amendment

EXHIBIT 4- District Boundary Map

EXHIBIT 5- Land Use Map

EXHIBIT 6- Zoning Map

EXHIBIT 7- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9- Summary of Opinion of Probable Costs

EXHIBIT 10- Overall Site Plan

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

I. INTRODUCTION

The First Supplemental to the Second Amended and Restated Engineer's Report reflects changes to the development plan affecting number of lots per phase and the associated infrastructure development costs. The increase in overall units is 16 and the associated increase in the infrastructure development cost is \$595,297.00.

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 567 single family lots, recreation / amenity areas, parks, and associated infrastructure. The District is in the process of petitioning to amend its boundaries to include an additional 5.39 acres ("Expansion Parcel") to the lands within the District. The petition to amend the boundaries of the District to annex the Expansion Parcel in the District has been filed with the County. This report includes information regarding the Expansion Parcel in various Exhibits.

The District 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 common area 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 and to reflect changes in the Development Plan. 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 567 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. It is currently anticipated that the development will be constructed in three (3) phases. Following is a summary of proposed lot sizes per phase:

PHASE	LOT WIDTH	LOT WIDTH	LOT WIDTH	SF TOTAL
	40'	55'	65'	
PHASE 1	244	48	3	295
PHASE 2		44		44
PHASE 3	228			228
TOTAL	472	92	3	567

IV. THE CAPITAL IMPROVEMENTS

The current 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 public turn 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 Horse Creek in Phase 1. 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 system of improvements comprising the Capital Improvement Plan for the District 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 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 40' and 50' R/W with 24' of asphalt and Miami curb 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 2023; Phase 2 in 2024; Phases 3 in 2025. 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 the recreational facilities including parks and 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 throughout 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 not funded by the District 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 District 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 District with District funds and operated and maintained by the District. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the District. It should be noted that the District is only funding the capital landscaping costs. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the District.

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 and County 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	June 2020
SWFWMD ERP	June 2020
Construction Permits	June 2020
Polk County Health Department Water	June 2020
FDEP Sewer	June 2020

PHASE 2

Permits / Approvals	Approval / Expected Date
Zoning Approval	June 2020
Preliminary Plat	June 2020
SWFWMD ERP	June 2020
Construction Permits	June 2020
Polk County Health Department Water	June 2020
FDEP Sewer	June 2020

PHASE 3

Permits / Approvals	Approval / Expected Date
Zoning Approval	June 2020
SWFWMD ERP	June 2020
Construction Permits	June 2020
Polk County Health Department Water	June 2020
FDEP Sewer	June 2020

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, County, SWFWMD, FDEP and ACOE. 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

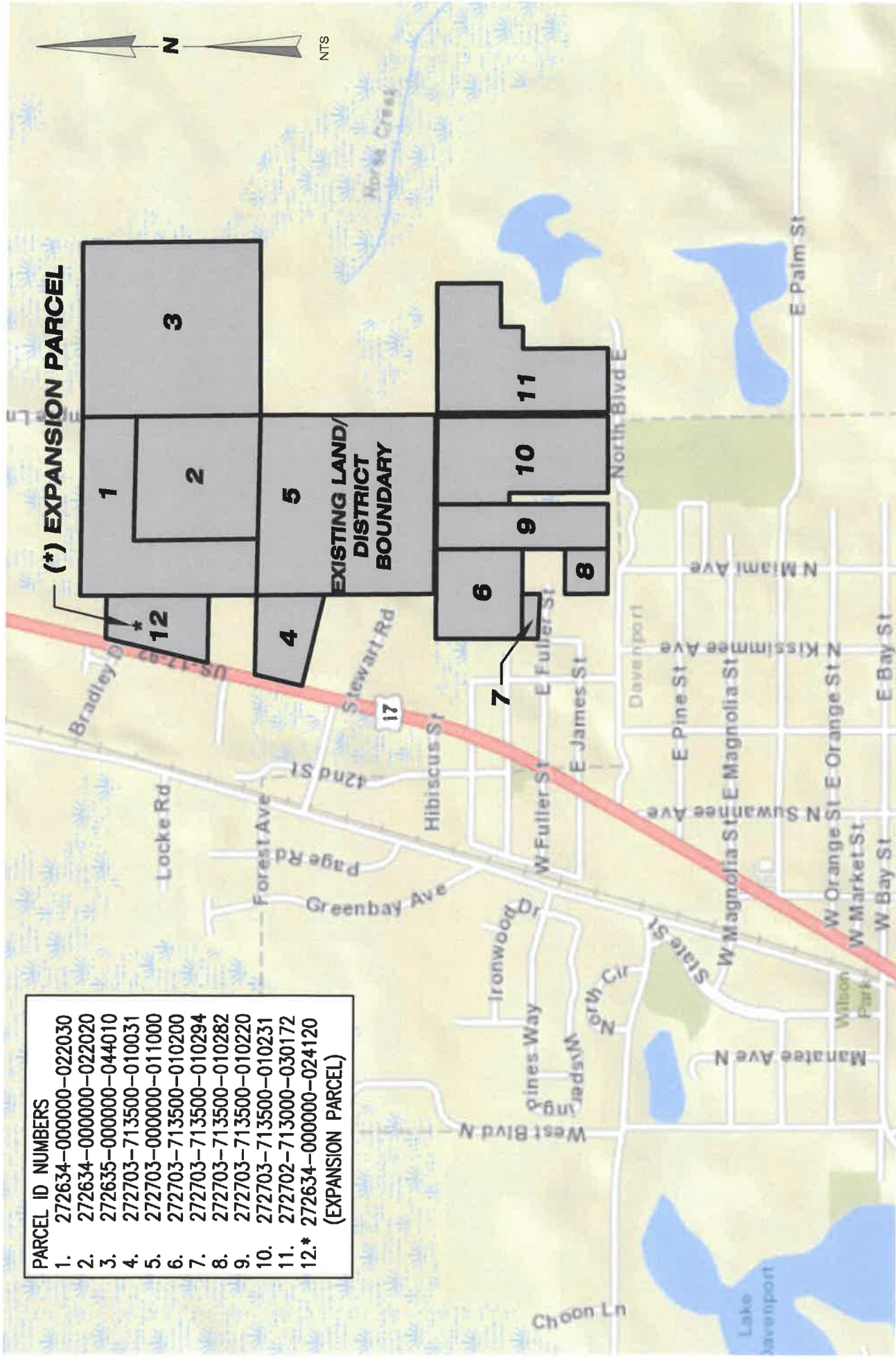
to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

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 City and 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.

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
- 12.* 272634-000000-024120
(EXPANSION PARCEL)

(*) EXPANSION PARCEL



LEGAL DESCRIPTION:

PARCEL 1 (272634-000000-022030)

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

PARCEL 2 (272634-000000-022020)

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

PARCEL 3 (272635-000000-044010)

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 4 (272703-713500-010031)

PARCEL "A"

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, RUN WEST, ALONG THE NORTH LINE OF SAID SECT. 3, 595.8 FT., TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 RUN THENCE NORTH, ALONG SAID EAST LINE, 121.91 FT., TO POINT OF BEGINNING.

PARCEL "B"

SUBJECT TO ANY EXISTING DEDICATIONS OF ROAD RIGHT-OF-WAYS IN FLORIDA DEVELOPMENT COMPANY'S PLAT OF SAID SECTION 3. FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 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 U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 OF NORTHEAST 1/4; RUN THENCE SOUTH, ALONG SAID EAST LINE, 390.33 FT; RUN THENCE NORTH 77°13'30" WEST, 704.65 FT., TO THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY; RUN THENCE NORTH 12°46'30" EAST, 241.4 FT., TO THE POINT OF BEGINNING.

PARCEL 5 (272703-000000-011000)

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 6 (272703-713500-010200)

TRACTS 20 AND 21, LESS THE NORTH 15 FEET THEREOF FOR ROADWAY, IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 7 (272703-713500-010294)

THAT PART OF THE NORTH 1/2 OF TRACT 29 LYING NORTH OF CLAY ROAD, IN NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

SEE SHEET 3 FOR CONTINUATION

EXHIBIT 2 NORTH POWERLINE ROAD CDD LEGAL DESCRIPTION

DATE	1-29-2020	SHEET	2
DRAWN BY	ROA	JOB NUMBER	0002.0002
SEC TWP RGE	34-26-27		

**ABSOLUTE
ENGINEERING, INC.**
(813) 221-1516 TEL
(813) 344-0100 FAX
1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
C.A. NO. 28358

LEGAL DESCRIPTION:

PARCEL 8 (272703-713500-010282)

THE SOUTH 1/2 OF TRACT 28 IN THE NORTHEAST 1/4 OF SECTION 03, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 9 (272703-713500-010220)

TRACT 22, LESS NORTH 15 FEET AND TRACT 27 LESS SOUTH 15 FEET, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, IN THE NORTHEAST 1/4 OF 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 FEET THEREOF AND LESS THE NORTH 15 FEET THEREOF, LOT 24 LESS THE NORTH 15 FEET THEREOF, THE EAST 3/4 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 OF FLORIDA DEVELOPMENT CO. SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 11 (272702-713000-030172)

LOT 17, 18 AND THE NORTH 3/4 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 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF FLORIDA DEVELOPMENT CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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.

EXHIBIT 2 NORTH POWERLINE ROAD CDD LEGAL DESCRIPTION

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	ROA	1-29-2020	3

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(813) 221-1516 TEL 1000 N. ASHLEY DRIVE, SUITE 925
(813) 344-0100 FAX TAMPA, FLORIDA 33602
C.A. NO. 28358

LEGAL DESCRIPTION:

PARCEL 1 (272634-000000-022030)

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

PARCEL 2 (272634-000000-022020)

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PARCEL 3 (272635-000000-044010)

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

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PARCEL "A"

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PARCEL "B"

SUBJECT TO ANY EXISTING DEDICATIONS OF ROAD RIGHT-OF-WAYS IN FLORIDA DEVELOPMENT COMPANY'S PLAT OF SAID SECTION 3. FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 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 U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 OF NORTHEAST 1/4; RUN THENCE SOUTH, ALONG SAID EAST LINE, 390.33 FT; RUN THENCE NORTH 77°13'30" WEST, 704.65 FT., TO THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY; RUN THENCE NORTH 12°46'30" EAST, 241.4 FT., TO THE POINT OF BEGINNING.

PARCEL 5 (272703-000000-011000)

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 6 (272703-713500-010200)

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PARCEL 7 (272703-713500-010294)

THAT PART OF THE NORTH 1/2 OF TRACT 29 LYING NORTH OF CLAY ROAD, IN NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

SEE SHEET 3 FOR CONTINUATION

EXHIBIT 3			
NORTH POWERLINE ROAD CDD			
LEGAL DESCRIPTION AFTER BOUNDARY AMENDMENT			
SEC TWP RGE	JOB NUMBER	DRAWN BY	SHEET
34-26-27	0002.0002	ROA	4
DATE		1-29-2020	

**ABSOLUTE
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1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
C.A. NO. 28358
TEL (813) 221-1516
FAX (813) 344-0100

P: 0002 Oakley Rhinehart Cossid\0002 Powerline Road Master 1DWGs\0001 CDD-EXH 3 LEGAL DESC AMEND-2.dwg (LEGAL) Rick Roa Feb 03, 2020 - 1:39: m

THE SOUTH 1/2 OF TRACT 28 IN THE NORTHEAST 1/4 OF SECTION 03, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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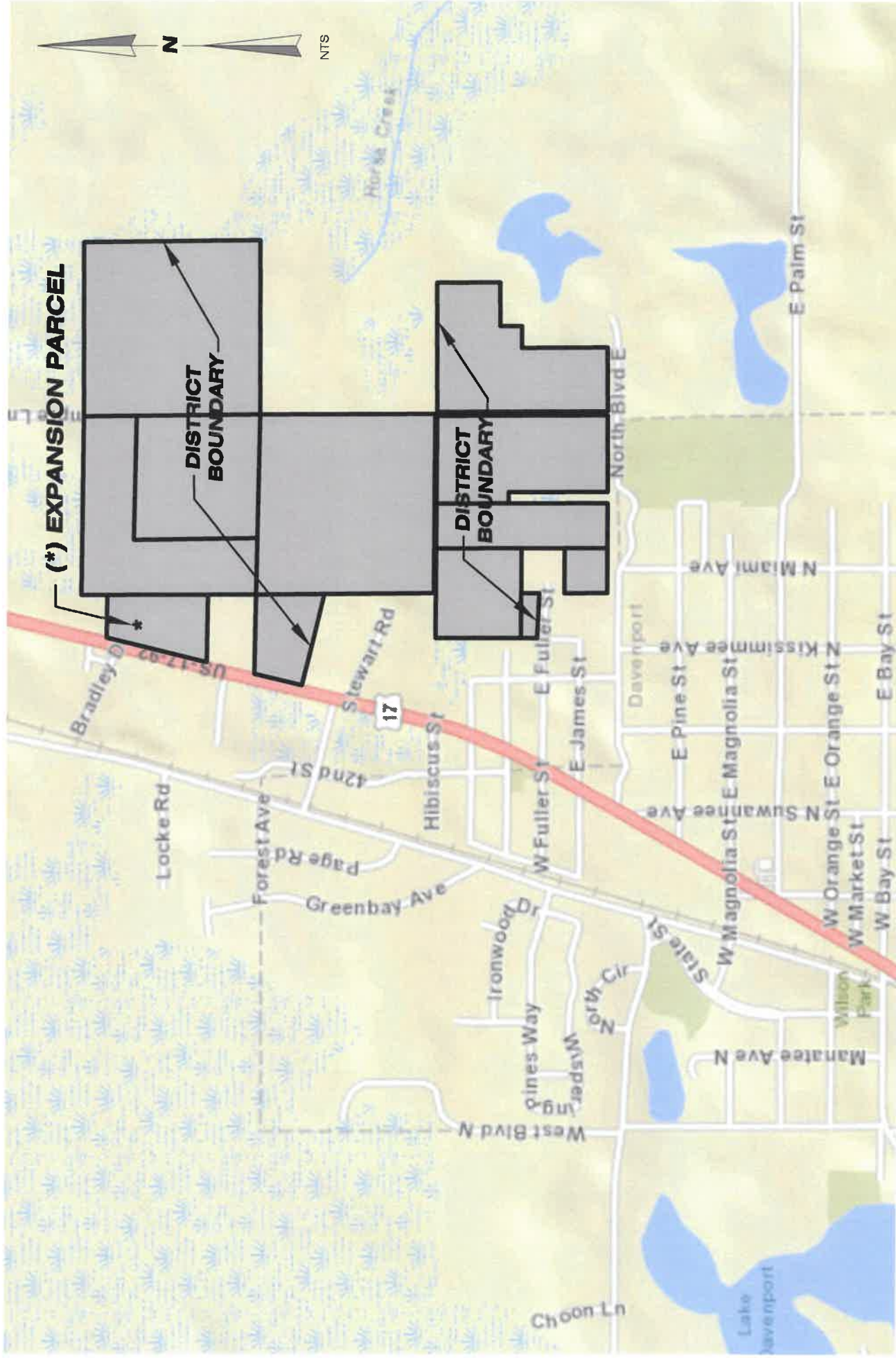
LOT 17, 18 AND THE NORTH 3/4 OF LOT 19, LESS THE NORTH 15 FEET OF SAID LOTS; LOT 32 AND THE WEST ONE HALF OF LOT 31, LESS THE SOUTH 15 FEET OF SAID LOTS, ALL LYING AND BEING IN THE NORTHWEST 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF FLORIDA DEVELOPMENT CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

BEGINNING AT AN IRON PIPE 360 FEET NORTH OF THE SE CORNER OF THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, RUNNING THENCE NORTH 630 FEET; THENCE WEST 340 FEET TO HIGHWAY RIGHT-OF-WAY; THENCE ALONG THE HIGHWAY SOUTH 14' WEST 650 FEET; THENCE EAST 473 FEET TO POINT OF BEGINNING, LESS AND EXCEPT: BEGINNING AT AN IRON PIPE 990 FEET NORTH OF THE SOUTHEAST CORNER OF THE SW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, RUN THENCE WEST 339.5 FEET ALONG THE SOUTH BOUNDARY OF PREMISES DESCRIBED IN THAT CERTAIN DEED RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF POLK COUNTY, FLORIDA IN DEED BOOK 762, PAGE 65, TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY; THENCE WITH SAID EAST RIGHT-OF-WAY SOUTHWESTERLY 130 FEET; THENCE EAST TO THE EAST LINE OF SAID SW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SAID SECTION 34, THENCE NORTH TO POINT OF BEGINNING, ALSO DESCRIBED AS FOLLOWS: BEGINNING AT CONCRETE MONUMENT, THE SE CORNER OF THE SW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, THENCE RUN NORTH 360 FEET TO AN IRON ROD FOR POINT OF BEGINNING; THENCE NORTH 528.89 FEET TO AN IRON ROD; THENCE WEST 372.42 FEET TO AN IRON ROD; THENCE SOUTH 14' 18' 34", WEST 543.19 FEET TO AN IRON ROD; THENCE EAST 506.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 195.95 ACRES MORE OR LESS.

EXHIBIT 3			
NORTH POWERLINE ROAD CDD			
LEGAL DESCRIPTION AFTER BOUNDARY AMENDMENT			
SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE
34-26-27	0002.0002	ROA	1-29-2020
			SHEET
			5

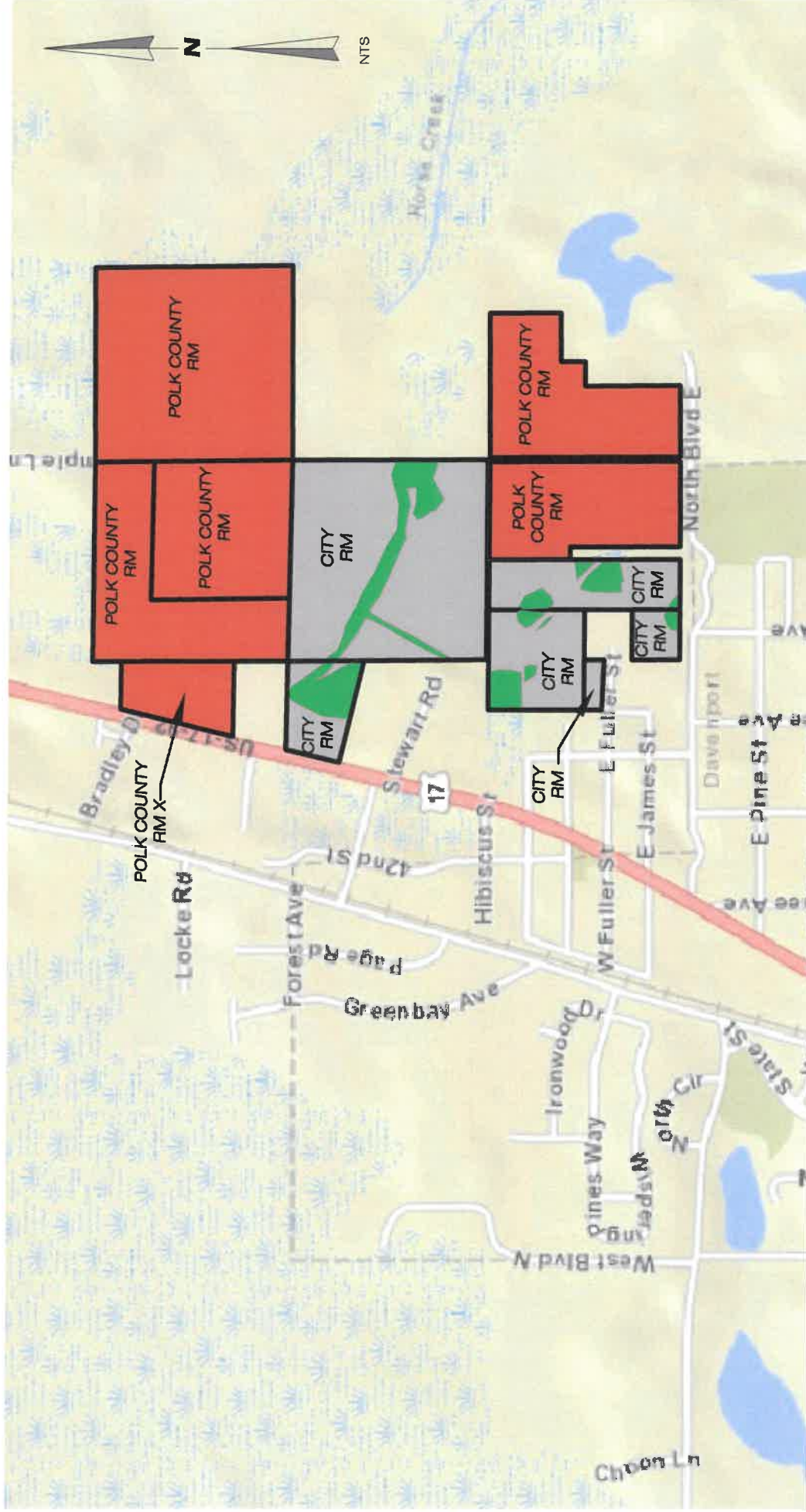
AE **ABSOLUTE
ENGINEERING, INC.**
(813) 221-1516 TEL
(813) 344-0100 FAX
1000 N. ASHLEY DRIVE, SUITE 925
TAMPA/FLORIDA 33602
C.A. NO. 28356



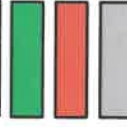
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TAMPA, FLORIDA 33602
C.A. NO. 28358

EXHIBIT 4
NORTH POWERLINE ROAD CDD
DISTRICT BOUNDARY MAP

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	ROA	1-29-2020	6



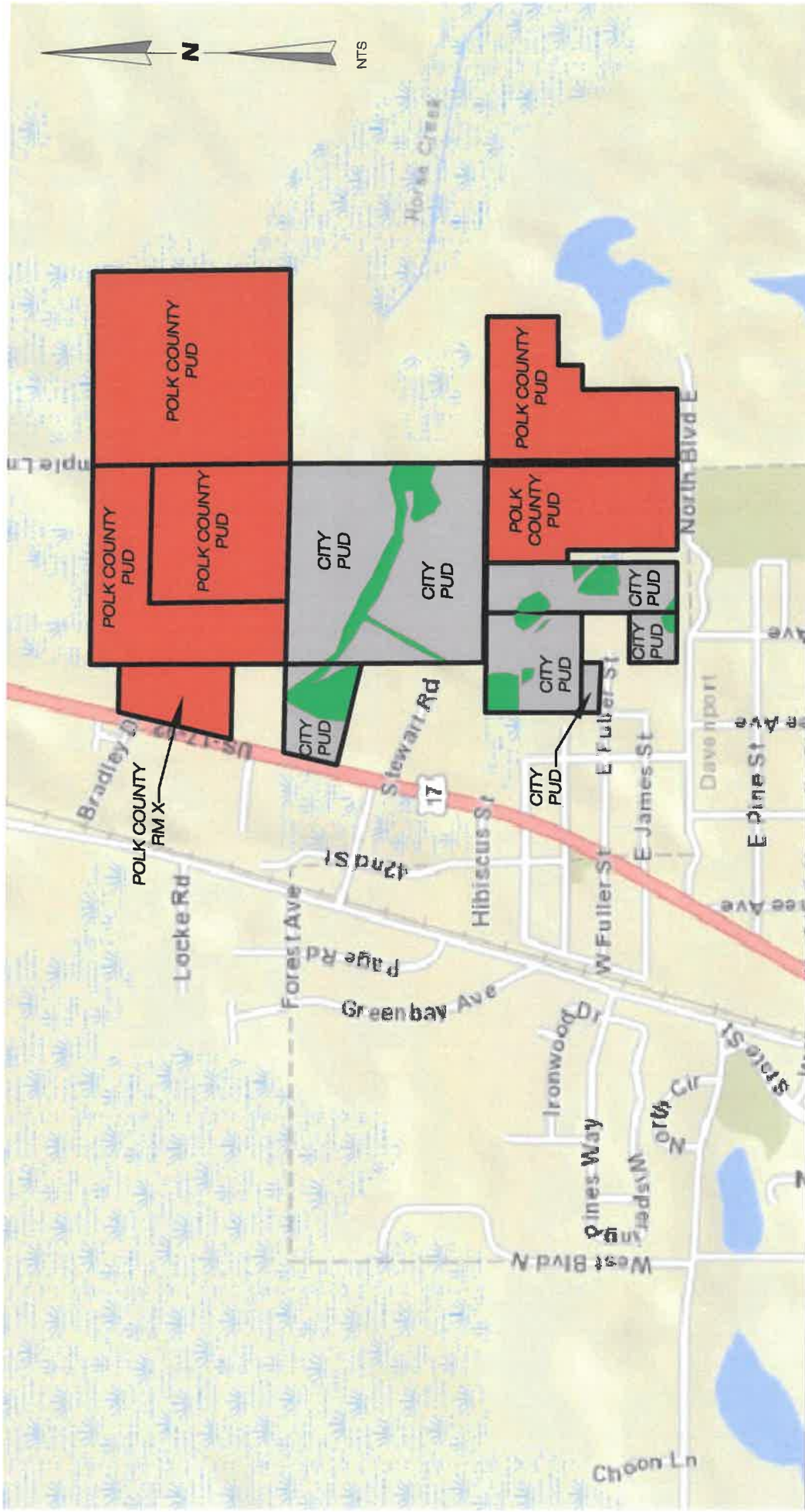
LEGEND



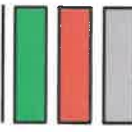
CONSERVATION (CITY OF DAVENPORT)

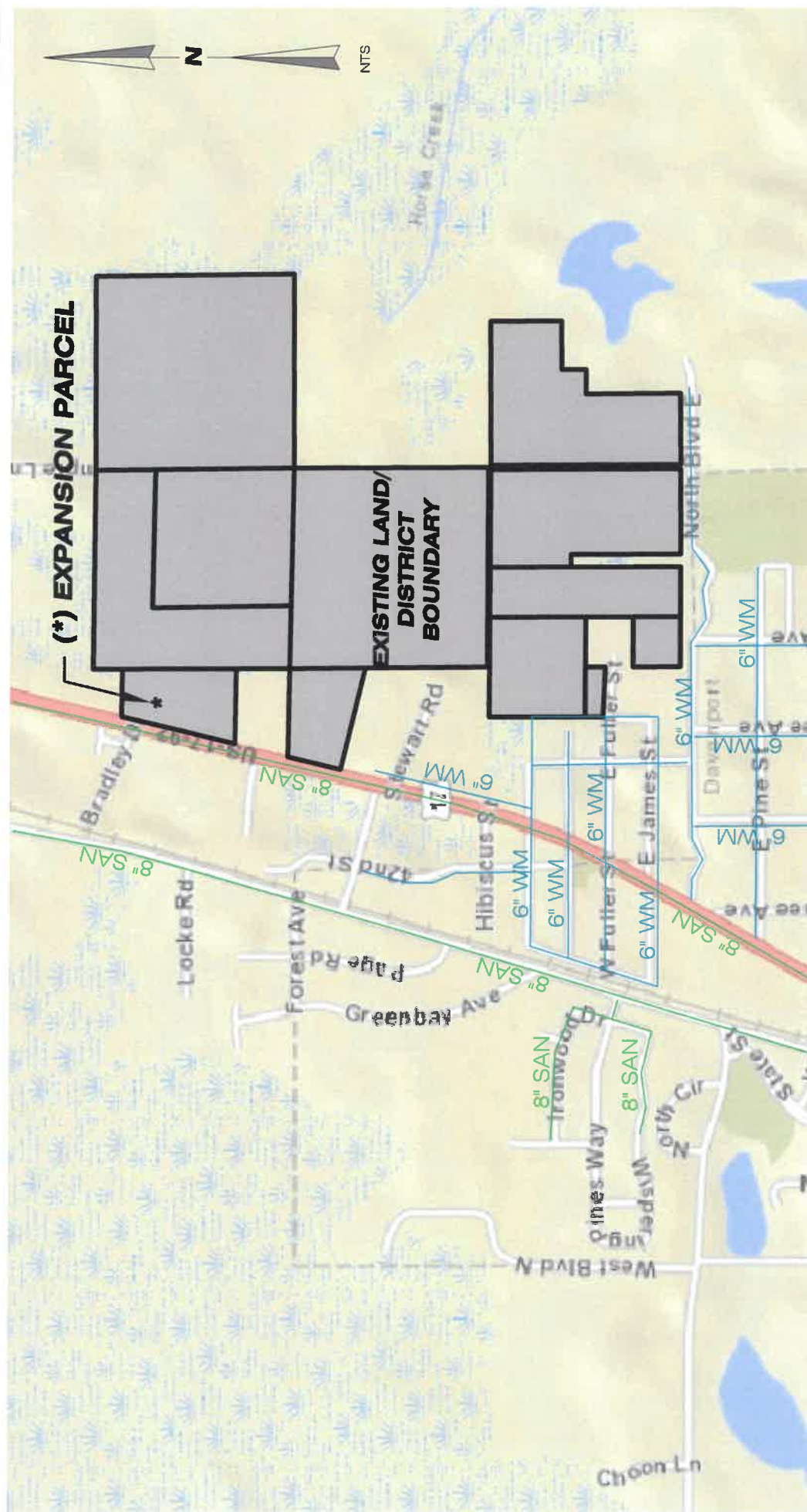
RESIDENTIAL MEDIUM (POLK COUNTY)

RESIDENTIAL MEDIUM (CITY OF DAVENPORT)



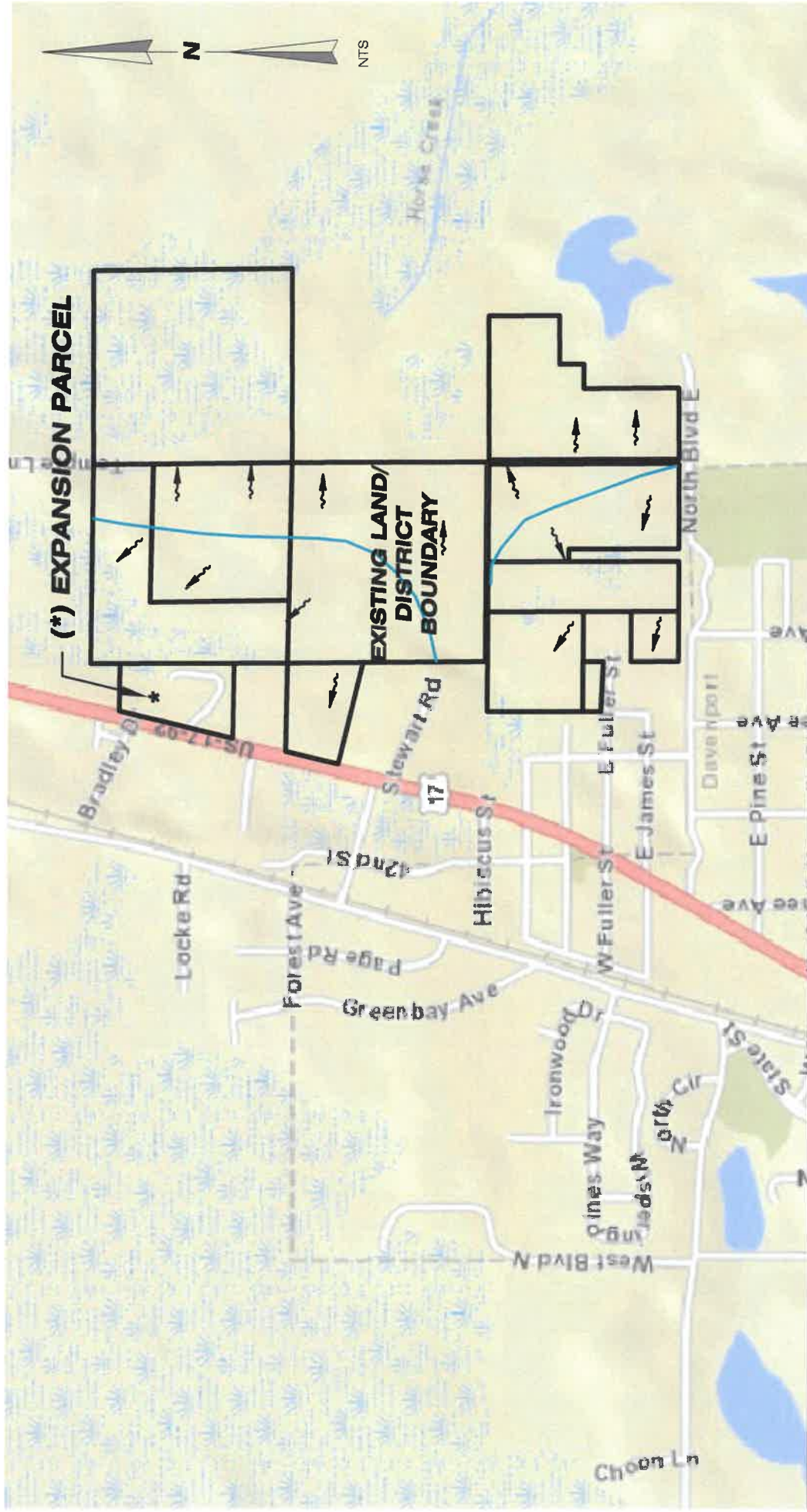
LEGEND





LEGEND

- EXISTING 6" WATER MAIN (C.O.D.)
- EXISTING 8" GRAVITY SEWER MAIN (C.O.D.)



LEGEND

 FLOW DIRECTION

 DRAINAGE

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COMPOSITE EXHIBIT 7
NORTH POWERLINE ROAD CDD
DRAINAGE FLOW PATTERN MAP

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	ROA	1-29-2020	10

Exhibit 8
North Powerline Road
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/District***
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

** District will fund undergrounding of electrical conduit

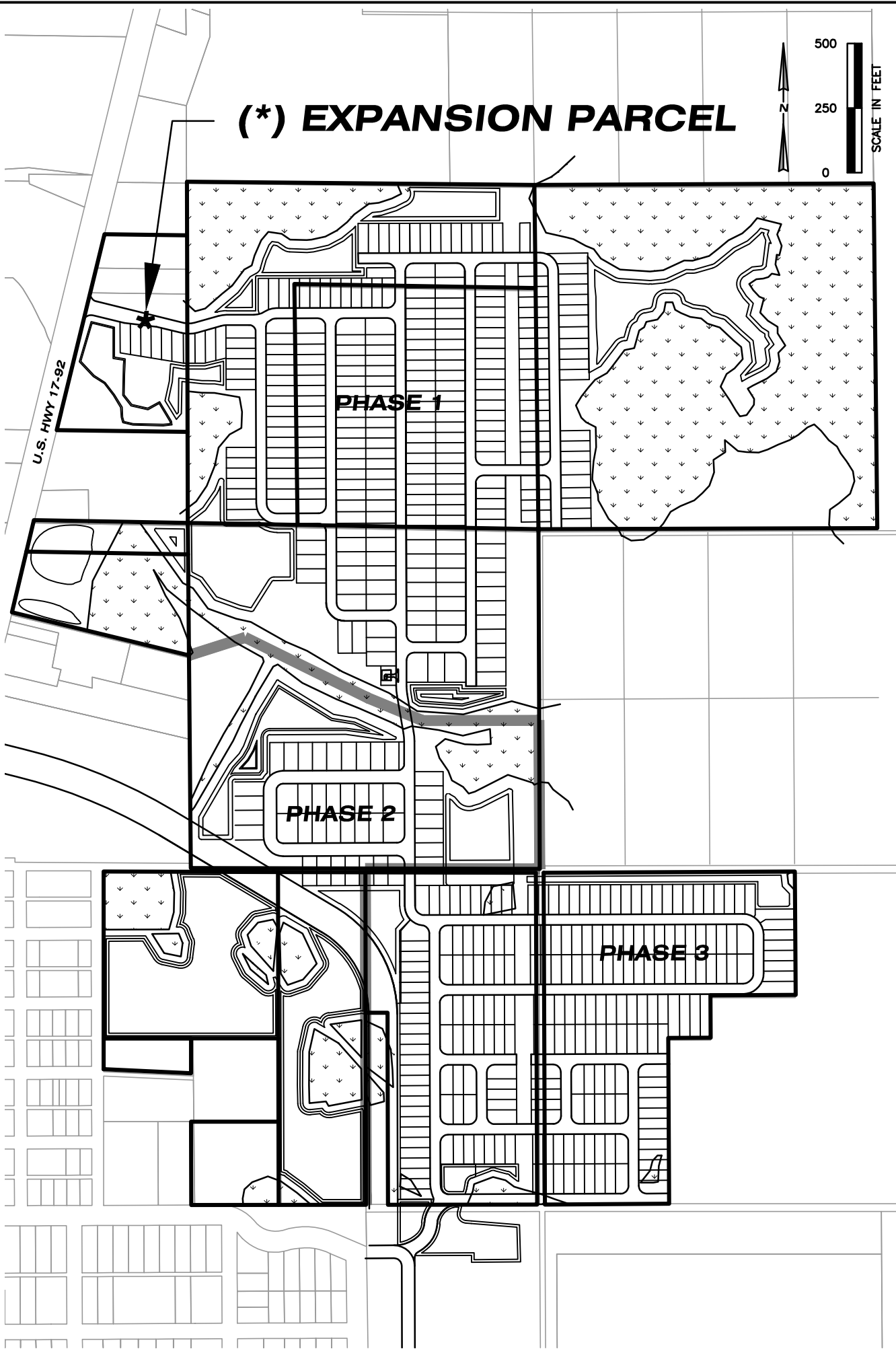
***District will fund street lighting maintenance services

Exhibit 9
North Powerline Road
Community Development District
Summary of Probable Cost

<u>Infrastructure</u>	<u>Phase 1 Existing Land (289 Lots) 2020-2023</u>	<u>Phase 1 Expansion Parcel (6 Lots) 2020-2023</u>	<u>Phase 2 (44 Lots) 2021-2024</u>	<u>Phase 3 (228 Lots) 2022-2025</u>	<u>Total (567 Lots)</u>
Offsite Improvements ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽¹¹⁾	\$1,127,068	\$23,399	\$171,595	\$889,175	\$2,211,237
Stormwater Management ⁽¹⁾⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾⁽⁷⁾	\$1,896,658	\$39,377	\$288,764	\$1,496,325	\$3,721,124
Utilities (Water, Sewer, & Street Lighting) ^{(1) (5)(7) (9)(11)}	\$1,729,908	\$35,915	\$263,377	\$1,364,771	\$3,393,971
Roadway ⁽¹⁾⁽⁴⁾⁽⁵⁾⁽⁷⁾	\$761,102	\$117,878	\$1,217,878	\$679,347	\$2,776,205
Entry Feature ⁽¹⁾⁽⁷⁾⁽⁸⁾⁽⁹⁾⁽¹¹⁾	\$107,124	\$2,224	\$16,310	\$84,513	\$210,171
Parks and Amenities ⁽¹⁾⁽⁷⁾⁽¹¹⁾	\$449,923	\$9,341	\$68,500	\$354,956	\$882,720
Contingency ⁽¹¹⁾	<u>\$678,342</u>	<u>\$14,083</u>	<u>\$103,277</u>	<u>\$535,163</u>	<u>\$1,330,865</u>
TOTAL	\$6,750,125	\$242,217	\$2,129,701	\$5,404,250	\$14,526,293

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 2020 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 567 lots.
11. The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).



SECTION VIII

RESOLUTION 2020-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT ADOPTING AND CONFIRMING THE MASTER ASSESSMENT METHODOLOGY; ADOPTING AND CONFIRMING THE SECOND AMENDED AND RESTATED ENGINEER'S REPORT AS SUPPLEMENTED BY THAT FIRST SUPPLEMENTAL TO SECOND AMENDED AND RESTATED ENGINEER'S REPORT; DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Board of Supervisors (the "Board") of the North Powerline Road Community Development District (the "District") previously determined to undertake the construction and maintenance of certain infrastructure improvements, and evidenced its intent to defray the cost of such Improvements through the levy and collection of assessments against property within the District benefitted by the Improvements pursuant to Resolutions 2018-23, 2018-24, 2018-32, 2020-04, 2020-05, and 2020-08 (together, the "Assessment Resolutions"); and

WHEREAS, On June 16, 2020, the Board of County Commissioners of Polk County Florida approved Ordinance _____, amending the external boundaries of the District to include an additional 5.39 acres of land (the "Expansion Parcel"); and

WHEREAS, the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements described in the District's *Engineer's Report for Capital Improvements Second Amended and Restated*, dated February 2020, as supplemented by that *First Supplemental to Second Amended and Restated Engineer's Report for Capital Improvements*, dated _____ 2020, attached hereto as **Composite Exhibit A** and incorporated herein by reference (together, the "Engineer's Report"); and

WHEREAS, the Engineer's Report details the scope and cost of public Improvements necessary to serve the Expansion Parcel ("Improvements"); and

WHEREAS, it is in the best interest of the District to pay the cost of the public Improvements by imposing and collecting special assessments pursuant to Chapter 190, *Florida Statutes* (the "Assessments") upon the Expansion Parcel; and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Public Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the Expansion Parcel, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the *Master Assessment Methodology*, dated February 5, 2020, as supplemented by that *Supplemental Assessment Methodology, Phase I*, dated _____, 2020 (together, the “Assessment Report”), attached hereto as **Composite Exhibit B** and incorporated herein by reference and on file at the office of the District Manager, c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “District Records Office”); and

WHEREAS, the District hereby determines that the Assessments to be levied on the Expansion Parcel will not exceed the benefit to the property improved as set forth in the Assessment Report

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT:

1. Assessments shall be levied to defray a portion of the cost of the Improvements benefitting the Expansion Parcel as specified in the Assessment Report.

2. The nature and general location of, and plans and specifications for, the Improvements benefitting the Expansion Parcel are described in **Composite Exhibit A**, which is on file at the District Records Office. **Composite Exhibit B** is also on file and available for public inspection at the same location.

3. The total estimated cost of the Improvements benefitting the Expansion Parcel is \$_____ (the “Estimated Cost”).

4. The Assessments will defray approximately \$_____, which includes the Estimated Cost, plus financing-related costs, capitalized interest and a debt service reserve.

5. The manner in which the Assessments shall be apportioned and paid is set forth in **Composite Exhibit B**, including provisions for supplemental assessment resolutions.

6. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

7. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.

8. Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than (30) thirty annual installments. The Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.

9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Composite Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

10. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

11. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Polk County and to provide such other notice as may be required by law or desired in the best interests of the District.

12. This Resolution is intended to amend and supplement the Assessment Resolutions relating to the District's levy of special assessments on certain lands within the boundaries of the District benefitting from the Improvements. As such, all such prior resolutions, including but not limited to the Assessment Resolutions, remain in full force and effect, except to the extent provided for herein.

13. This Resolution shall become effective upon its passage.

14. The invalidity or enforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

PASSED AND ADOPTED this 18th day of June 2020.

Attest:

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Comp. Exhibit A: *Engineer's Report for Capital Improvements Second Amended and Restated*, dated February 2020, as supplemented by that *First Supplemental to Second Amended and Restated Engineer's Report for Capital Improvements*, dated March 2020

Comp. Exhibit B: *Master Assessment Methodology*, dated February 5, 2020, as supplemented by that *Supplemental Assessment Methodology, Phase 1*, dated March 11, 2020

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

**ENGINEER'S REPORT
FOR CAPITAL IMPROVEMENTS
*SECOND 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**

FEBRUARY 5, 2020

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT

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LIST OF EXHIBITS

EXHIBIT 1- Location Map

EXHIBIT 2- Current Legal Description

EXHIBIT 3- Legal Description After Boundary Amendment

EXHIBIT 4- District Boundary Map

EXHIBIT 5- Land Use Map

EXHIBIT 6- Zoning Map

EXHIBIT 7- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9- Summary of Opinion of Probable Costs

EXHIBIT 10- 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 551 single family lots, recreation / amenity areas, parks, and associated infrastructure. It is anticipated at this time that the District will petition to amend its boundaries to include an additional 5.39 acres ("Expansion Parcel") to the lands within the District. This report includes information regarding the Expansion Parcel in various Exhibits.

The District 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 common area 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 551 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. It is currently anticipated that the development will be constructed in three (3) phases. Following is a summary of proposed lot sizes per phase:

PHASE	LOT WIDTH	LOT WIDTH	LOT WIDTH	LOT WIDTH	SF TOTAL
	40'	45'	55'	65'	
PHASE 1	200		48	3	251
PHASE 2		8	95		103
PHASE 3	197				197
TOTAL	397	8	143	3	551

IV. THE CAPITAL IMPROVEMENTS

The current 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 public turn 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 Horse Creek in Phase 1. 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 system of improvements comprising the Capital Improvement Plan for the District 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 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 40' and 50' R/W with 24' of asphalt and Miami curb 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 2023; Phase 2 in 2024; Phases 3 in 2025. 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 the recreational facilities including parks and 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 throughout 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 District 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 District with District funds and operated and maintained by the District. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the District. It should be noted that the District is only funding the capital landscaping costs. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the District.

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 and County 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	Approved
Construction Permits	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved

PHASE 2

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	Approved
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved

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

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, County, SWFWMD, FDEP and ACOE. 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.

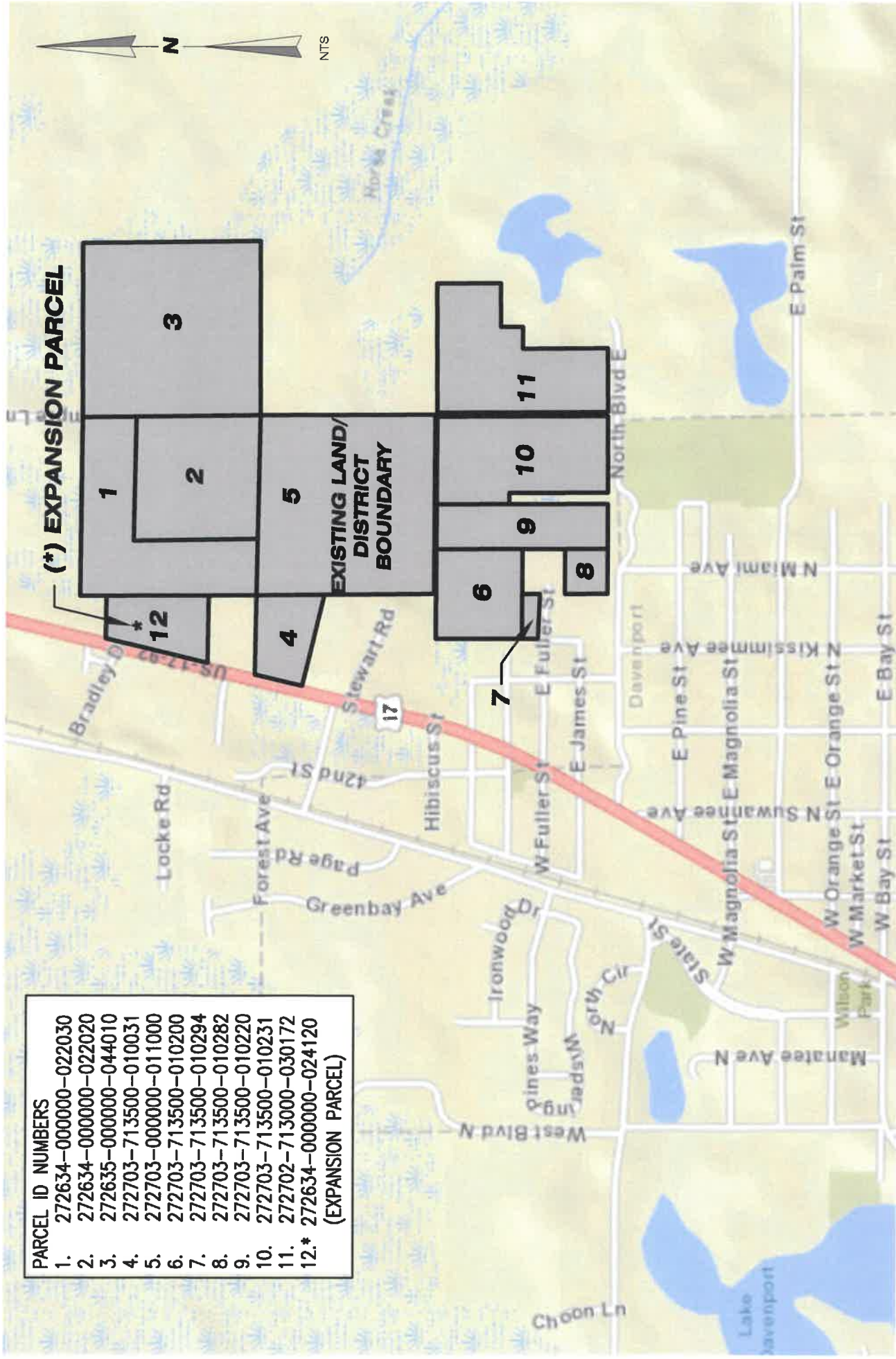
Based upon the presumption that the CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure improvements when constructed and built in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site contractors and consultants in the City and 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.

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
- 12.* 272634-000000-024120
(EXPANSION PARCEL)

(*) EXPANSION PARCEL

NTS



LEGAL DESCRIPTION:

PARCEL 1 (272634-000000-022030)

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

PARCEL 2 (272634-000000-022020)

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

PARCEL 3 (272635-000000-044010)

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 4 (272703-713500-010031)

PARCEL "A"

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, RUN WEST, ALONG THE NORTH LINE OF SAID SECT. 3, 595.8 FT., TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 RUN THENCE NORTH, ALONG SAID EAST LINE, 121.91 FT., TO POINT OF BEGINNING.

PARCEL "B"

SUBJECT TO ANY EXISTING DEDICATIONS OF ROAD RIGHT-OF-WAYS IN FLORIDA DEVELOPMENT COMPANY'S PLAT OF SAID SECTION 3. FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 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 U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 OF NORTHEAST 1/4; RUN THENCE SOUTH, ALONG SAID EAST LINE, 390.33 FT; RUN THENCE NORTH 77°13'30" WEST, 704.65 FT., TO THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY; RUN THENCE NORTH 12°46'30" EAST, 241.4 FT., TO THE POINT OF BEGINNING.

PARCEL 5 (272703-000000-011000)

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 6 (272703-713500-010200)

TRACTS 20 AND 21, LESS THE NORTH 15 FEET THEREOF FOR ROADWAY, IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 7 (272703-713500-010294)

THAT PART OF THE NORTH 1/2 OF TRACT 29 LYING NORTH OF CLAY ROAD, IN NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

SEE SHEET 3 FOR CONTINUATION

EXHIBIT 2 NORTH POWERLINE ROAD CDD LEGAL DESCRIPTION

DATE	1-29-2020	SHEET	2
DRAWN BY	ROA	JOB NUMBER	0002.0002
SEC TWP RGE	34-26-27		

**ABSOLUTE
ENGINEERING, INC.**
(813) 221-1516 TEL
(813) 344-0100 FAX
1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
C.A. NO. 28358

LEGAL DESCRIPTION:

PARCEL 8 (272703-713500-010282)

THE SOUTH 1/2 OF TRACT 28 IN THE NORTHEAST 1/4 OF SECTION 03, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 9 (272703-713500-010220)

TRACT 22, LESS NORTH 15 FEET AND TRACT 27 LESS SOUTH 15 FEET, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, IN THE NORTHEAST 1/4 OF 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 FEET THEREOF AND LESS THE NORTH 15 FEET THEREOF, LOT 24 LESS THE NORTH 15 FEET THEREOF, THE EAST 3/4 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 OF FLORIDA DEVELOPMENT CO. SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 11 (272702-713000-030172)

LOT 17, 18 AND THE NORTH 3/4 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 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF FLORIDA DEVELOPMENT CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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.

EXHIBIT 2
NORTH POWERLINE ROAD CDD
LEGAL DESCRIPTION

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	ROA	1-29-2020	3

**ABSOLUTE
ENGINEERING, INC.**
(813) 221-1516 TEL 1000 N. ASHLEY DRIVE, SUITE 925
(813) 344-0100 FAX TAMPA, FLORIDA 33602
C.A. NO. 28358

LEGAL DESCRIPTION:

PARCEL 1 (272634-000000-022030)

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

PARCEL 2 (272634-000000-022020)

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

PARCEL 3 (272635-000000-044010)

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 4 (272703-713500-010031)

PARCEL "A"

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PARCEL "B"

SUBJECT TO ANY EXISTING DEDICATIONS OF ROAD RIGHT-OF-WAYS IN FLORIDA DEVELOPMENT COMPANY'S PLAT OF SAID SECTION 3. FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 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 U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 OF NORTHEAST 1/4; RUN THENCE SOUTH, ALONG SAID EAST LINE, 390.33 FT; RUN THENCE NORTH 77°13'30" WEST, 704.65 FT., TO THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY; RUN THENCE NORTH 12°46'30" EAST, 241.4 FT., TO THE POINT OF BEGINNING.

PARCEL 5 (272703-000000-011000)

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 6 (272703-713500-010200)

TRACTS 20 AND 21, LESS THE NORTH 15 FEET THEREOF FOR ROADWAY, IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 7 (272703-713500-010294)

THAT PART OF THE NORTH 1/2 OF TRACT 29 LYING NORTH OF CLAY ROAD, IN NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

SEE SHEET 3 FOR CONTINUATION

EXHIBIT 3
NORTH POWERLINE ROAD CDD
LEGAL DESCRIPTION AFTER BOUNDARY AMENDMENT

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	ROA	1-29-2020	4

**ABSOLUTE
ENGINEERING, INC.**
1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
C.A. NO. 28358
TEL (813) 221-1516
FAX (813) 344-0100

P: 0002 Oakley Rhinehart Cossid\0002 Powerline Road Master 1DWGs\0001 CDD-EXH 3 LEGAL DESC AMEND-2.dwg (LEGAL) Rick Roa Feb 03, 2020 - 1:39: m

THE SOUTH 1/2 OF TRACT 28 IN THE NORTHEAST 1/4 OF SECTION 03, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TRACT 22, LESS NORTH 15 FEET AND TRACT 27 LESS SOUTH 15 FEET, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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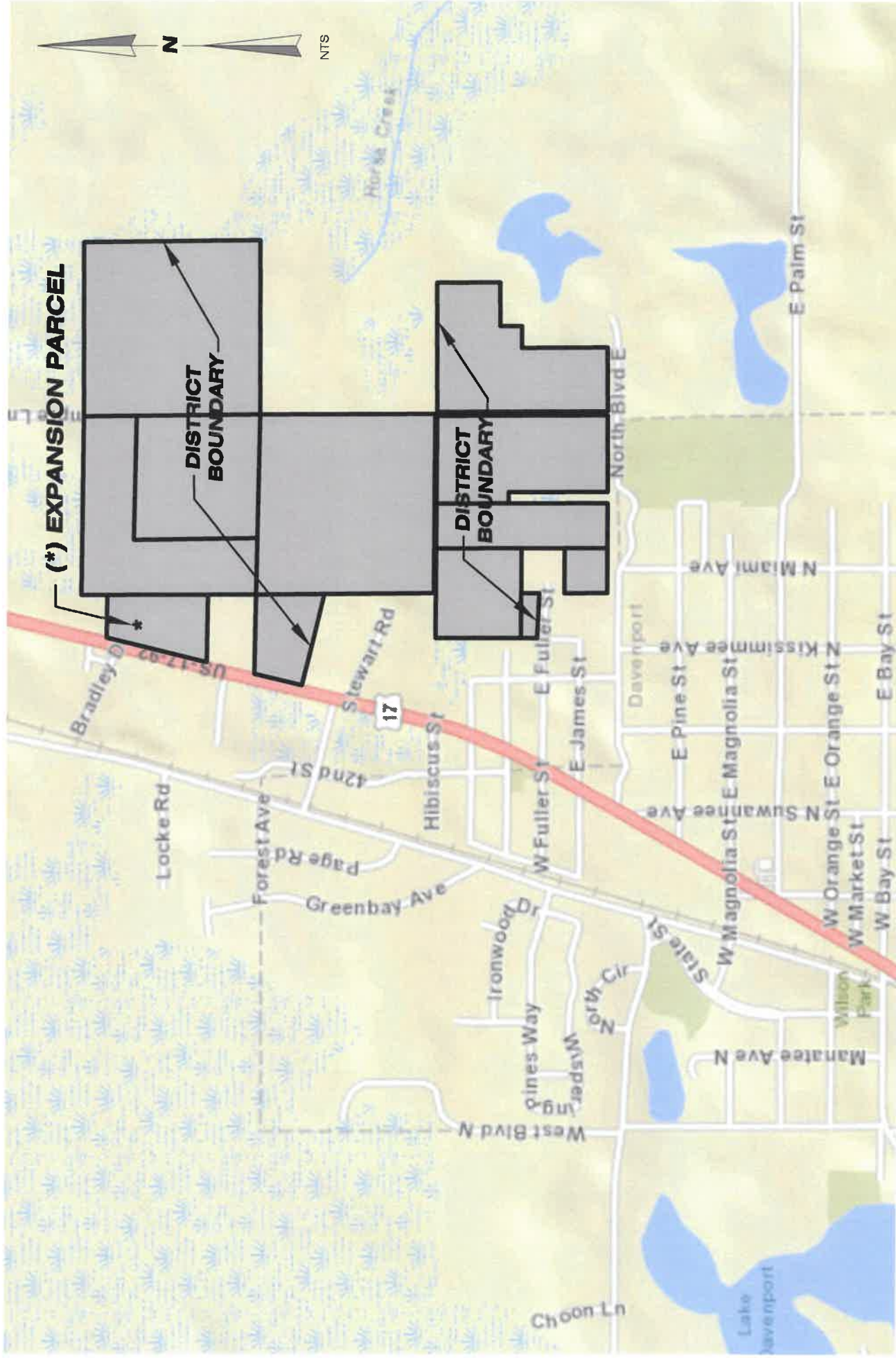
LOT 17, 18 AND THE NORTH 3/4 OF LOT 19, LESS THE NORTH 15 FEET OF SAID LOTS; LOT 32 AND THE WEST ONE HALF OF LOT 31, LESS THE SOUTH 15 FEET OF SAID LOTS, ALL LYING AND BEING IN THE NORTHWEST 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF FLORIDA DEVELOPMENT CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

BEGINNING AT AN IRON PIPE 360 FEET NORTH OF THE SE CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, RUNNING THENCE NORTH 630 FEET; THENCE WEST 340 FEET TO HIGHWAY RIGHT-OF-WAY; THENCE ALONG THE HIGHWAY SOUTH 14° WEST 650 FEET; THENCE EAST 473 FEET TO POINT OF BEGINNING, LESS AND EXCEPT: BEGINNING AT AN IRON PIPE 990 FEET NORTH OF THE SOUTHEAST CORNER OF THE SW ¼ OF SE ¼ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, RUN THENCE WEST 339.5 FEET ALONG THE SOUTH BOUNDARY OF PREMISES DESCRIBED IN THAT CERTAIN DEED RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF POLK COUNTY, FLORIDA IN DEED BOOK 762, PAGE 65, TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY; THENCE WITH SAID EAST RIGHT-OF-WAY SOUTHWESTERLY 130 FEET; THENCE EAST TO THE EAST LINE OF SAID SW ¼ OF SE ¼ OF SAID SECTION 34, THENCE NORTH TO POINT OF BEGINNING, ALSO DESCRIBED AS FOLLOWS: BEGINNING AT CONCRETE MONUMENT, THE SE CORNER OF THE SW ¼ OF SE ¼ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, THENCE RUN NORTH 360 FEET TO AN IRON ROD FOR POINT OF BEGINNING; THENCE NORTH 528.89 FEET TO AN IRON ROD; THENCE WEST 372.42 FEET TO AN IRON ROD; THENCE SOUTH 14° 18' 34", WEST 543.19 FEET TO AN IRON ROD; THENCE EAST 506.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 195.95 ACRES MORE OR LESS.

EXHIBIT 3			
NORTH POWERLINE ROAD CDD			
LEGAL DESCRIPTION AFTER BOUNDARY AMENDMENT			
SECC TWP RGE	JOB NUMBER	DRAWN BY	DATE
34-26-27	0002.0002	ROA	1-29-2020
			SHEET
			5

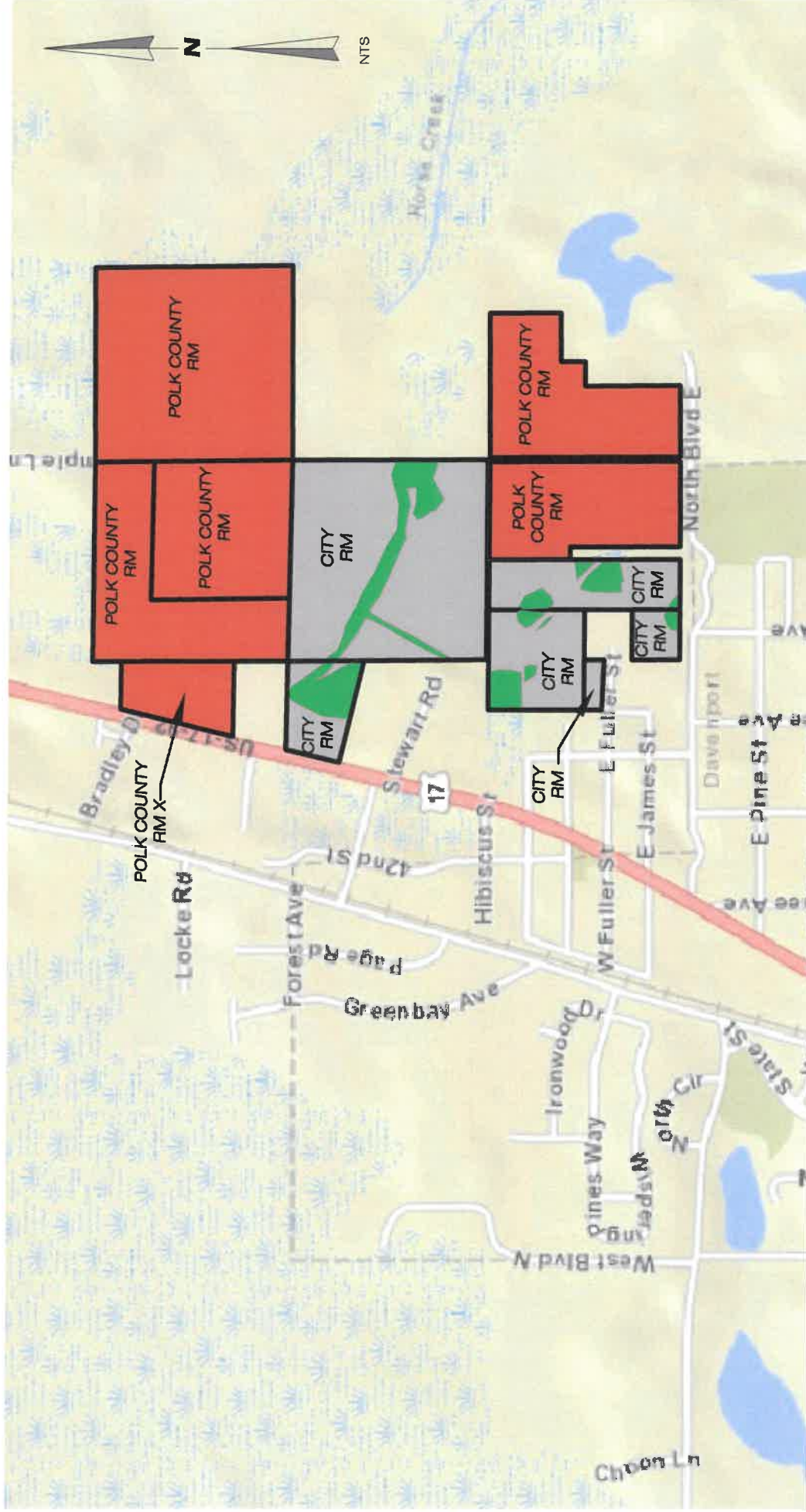
AE **ABSOLUTE
ENGINEERING, INC.**
(813) 221-1516 TEL.
(813) 344-0100 FAX
1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
C.A. NO. 28356



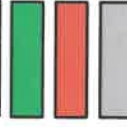
(813) 221-1516 TEL
(813) 344-0100 FAX
1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
C.A. NO. 28358

EXHIBIT 4
NORTH POWERLINE ROAD CDD
DISTRICT BOUNDARY MAP

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	ROA	1-29-2020	6



LEGEND



CONSERVATION (CITY OF DAVENPORT)

RESIDENTIAL MEDIUM (POLK COUNTY)

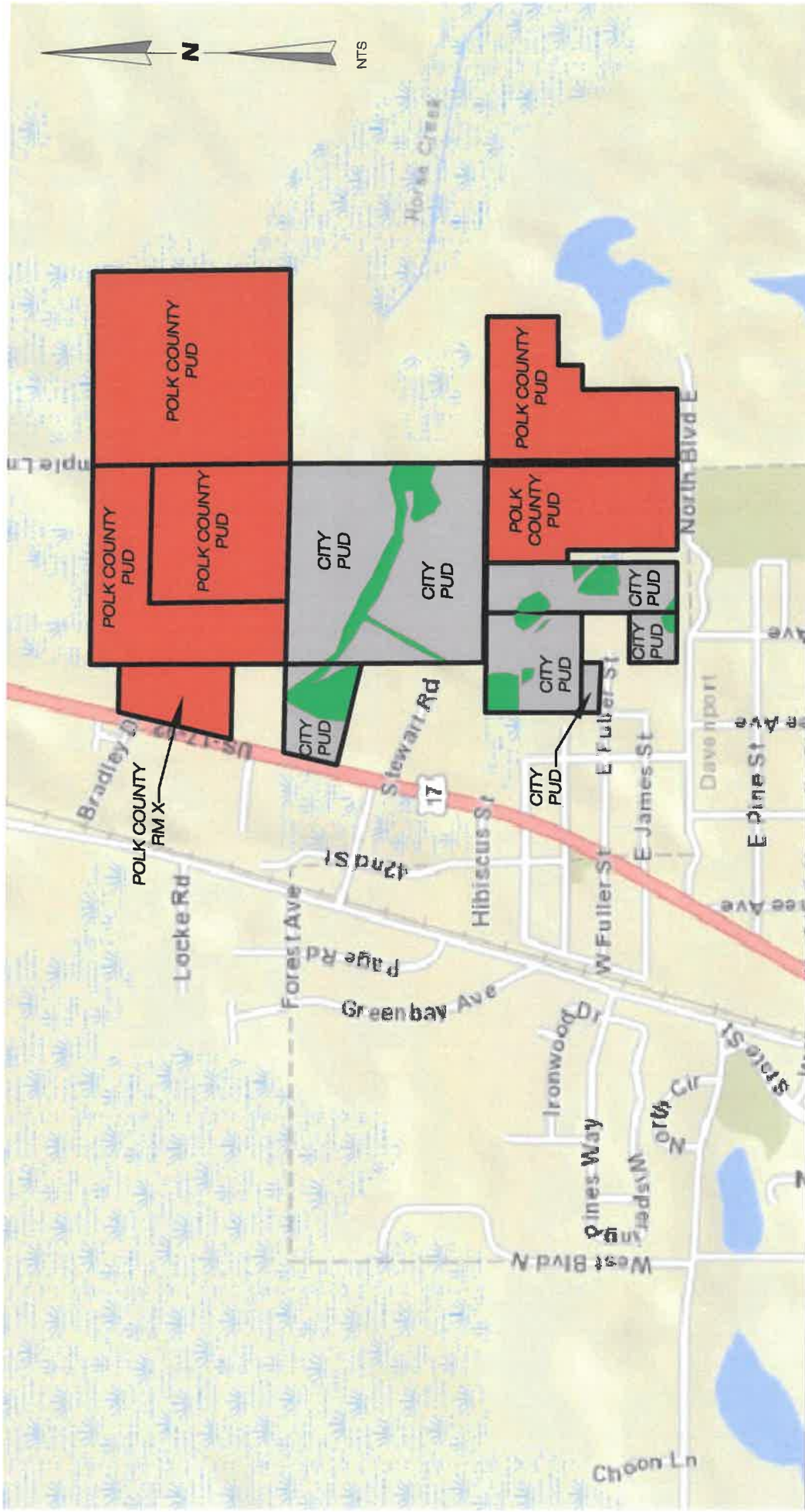
RESIDENTIAL MEDIUM (CITY OF DAVENPORT)



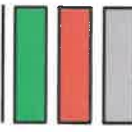
ABSOLUTE
ENGINEERING, INC.
1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
C.A. NO. 28358
(813) 221-1516 TEL
(813) 544-0100 FAX

EXHIBIT 5 NORTH POWERLINE ROAD CDD 2030 FUTURE LAND USE

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	ROA	1-29-2020	7



LEGEND



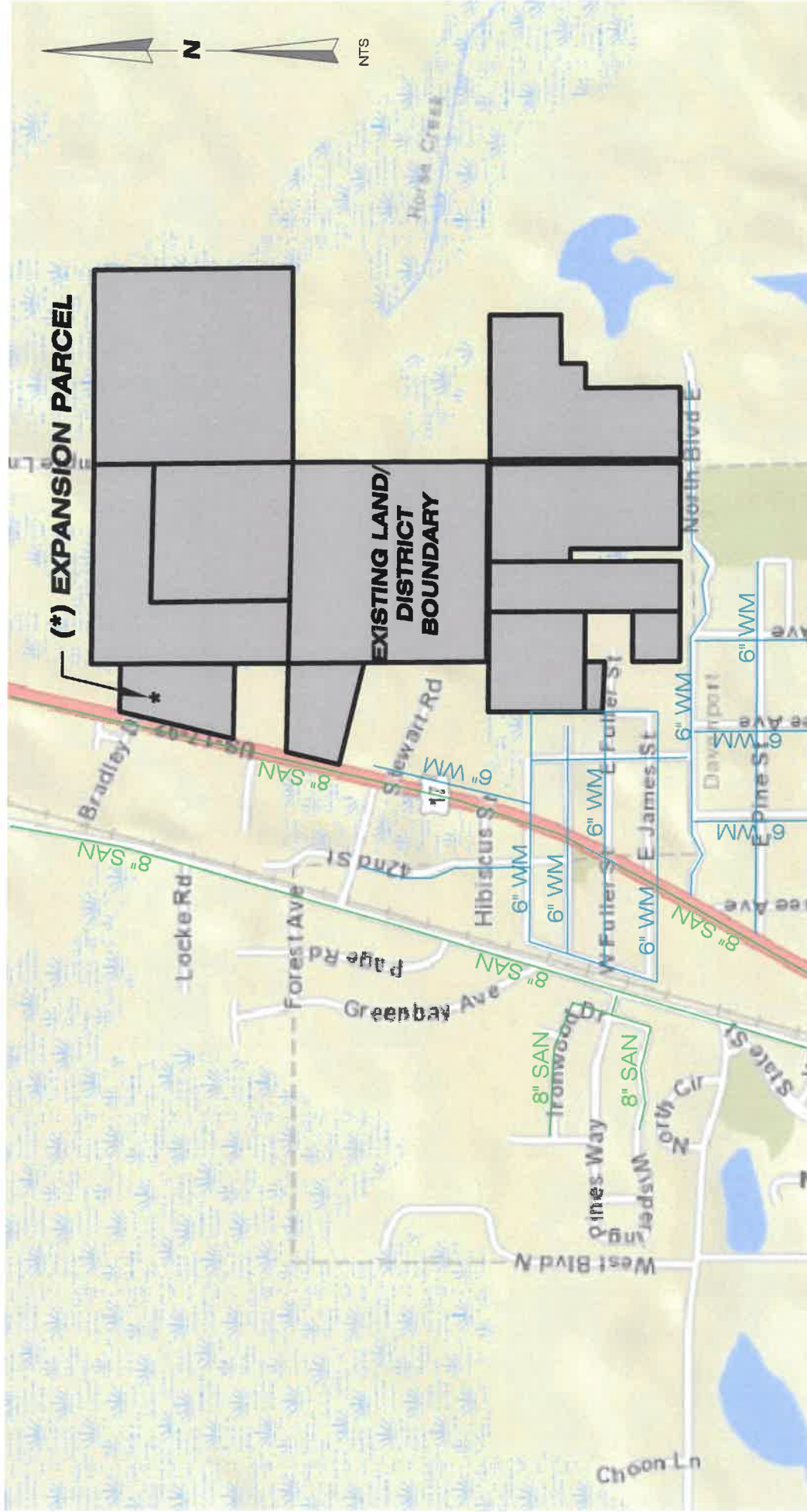
CONSERVATION DISTRICT (CITY OF DAVENPORT)
RESIDENTIAL MEDIUM (POLK COUNTY) & PUD
PUD



(813) 221-1516 TEL 1000 N. ASHLEY DRIVE, SUITE 925
(813) 544-0100 FAX TAMPA, FLORIDA 33602
C.A. NO. 28358

EXHIBIT 6 NORTH POWERLINE ROAD CDD ZONING MAP

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	ROA	1-29-2020	8



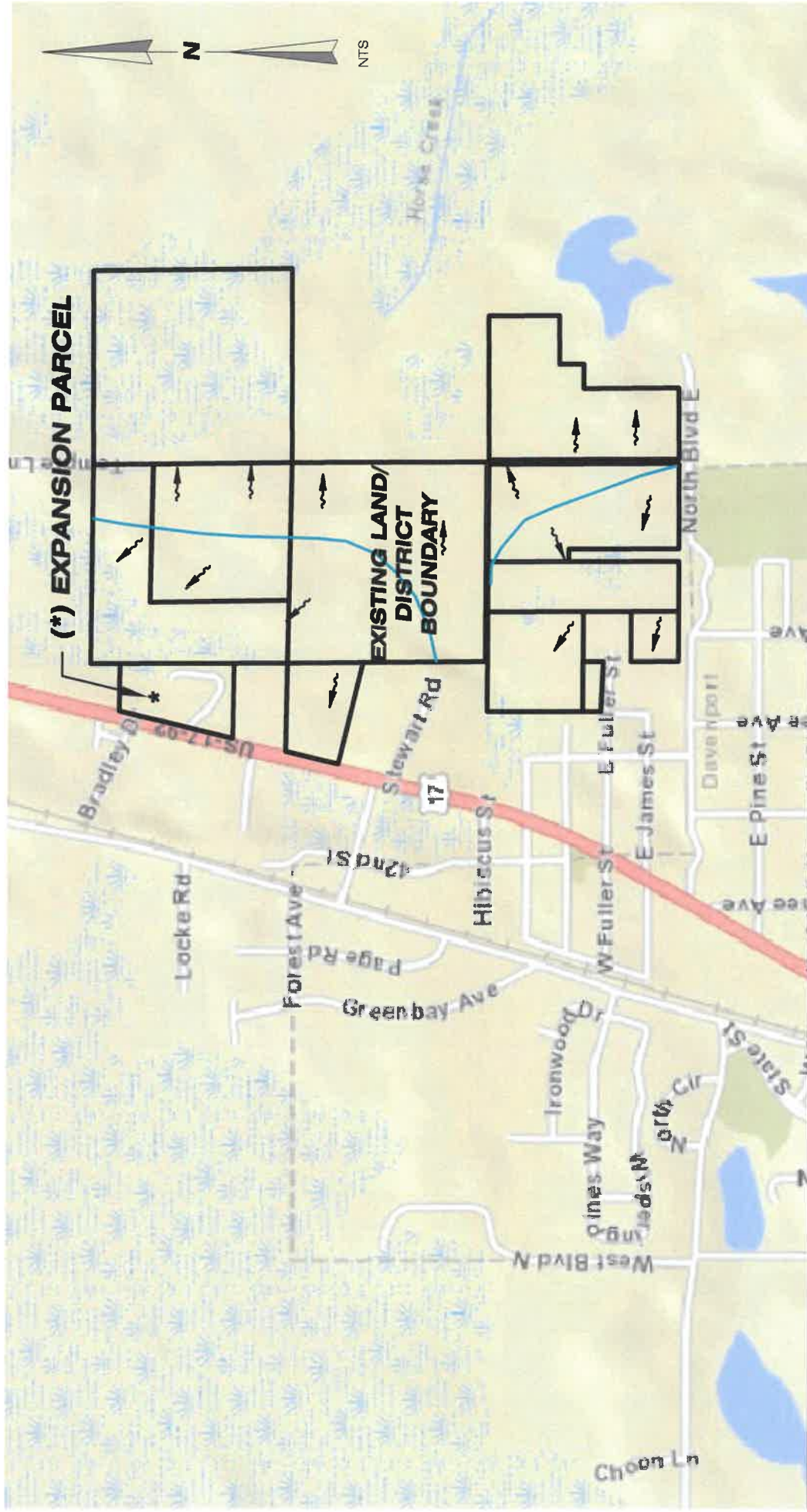
LEGEND

- EXISTING 6" WATER MAIN (C.O.D.)
- EXISTING 8" GRAVITY SEWER MAIN (C.O.D.)

AE ABSOLUTE ENGINEERING, INC.
 (813) 221-1516 TEL
 (813) 344-0100 FAX
 1000 N. ASHLEY DRIVE, SUITE 925
 TAMPA, FLORIDA 33602
 C.A. NO. 28358

COMPOSITE EXHIBIT 7 NORTH POWERLINE ROAD CDD WATER & SEWER (C.O.D.)

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	ROA	1-29-2020	9



LEGEND

FLOW DIRECTION



DRAINAGE



**ABSOLUTE
ENGINEERING, INC.**

(813) 221-1516 TEL 1000 N. ASHLEY DRIVE, SUITE 925
(813) 344-0100 FAX TAMPA, FLORIDA 33602
C.A. NO. 28358

**COMPOSITE EXHIBIT 7
NORTH POWERLINE ROAD CDD
DRAINAGE FLOW PATTERN MAP**

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	ROA	1-29-2020	10

Exhibit 8
North Powerline Road
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/District***
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

** District will fund undergrounding of electrical conduit

***District will fund street lighting maintenance services

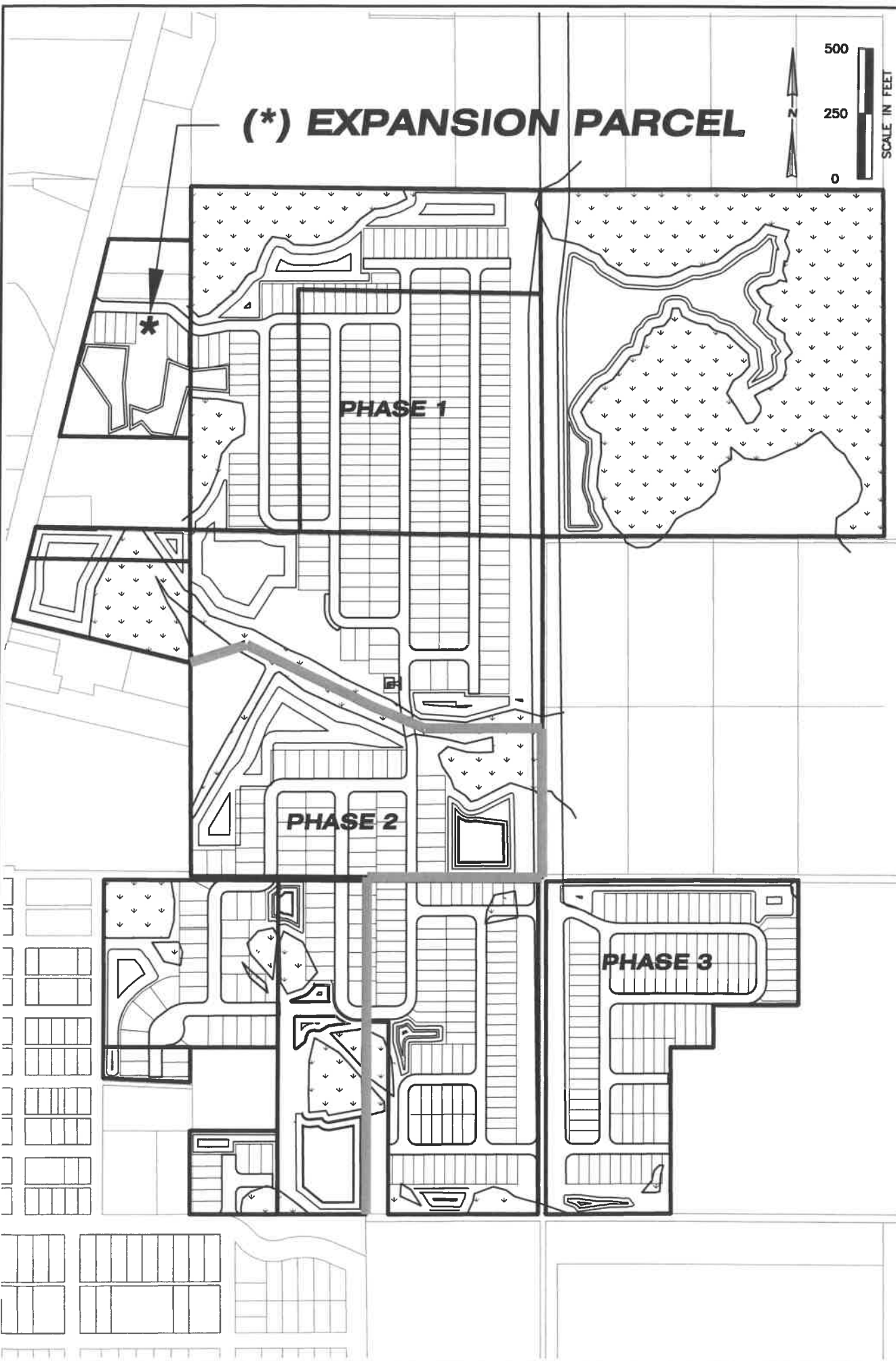
Exhibit 9
North Powerline Road
Community Development District
Summary of Probable Cost

<u>Infrastructure</u>	<u>Phase 1</u> <u>Existing Land</u> <u>(245 Lots)</u> <u>2020-2023</u>	<u>Phase 1</u> <u>Expansion</u> <u>Parcel (6 Lots)</u> <u>2020-2023</u>	<u>Phase 2</u> <u>(103 Lots)</u> <u>2021-2024</u>	<u>Phase 3</u> <u>(197 Lots)</u> <u>2022-2025</u>	<u>Total</u> <u>(551 Lots)</u>
Offsite Improvements ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽¹¹⁾	\$1,058,143	\$46,426	\$343,214	\$656,439	\$2,104,222
Stormwater Management ⁽¹⁾⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾⁽⁷⁾	\$1,780,668	\$78,127	\$577,569	\$1,104,671	\$3,541,035
Utilities (Water, Sewer, & Street Lighting) ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽⁹⁾⁽¹¹⁾	\$1,624,116	\$71,258	\$526,790	\$1,007,551	\$3,229,715
Roadway ⁽¹⁾⁽⁴⁾⁽⁵⁾⁽⁷⁾	\$779,237	\$34,189	\$1,452,750	\$483,415	\$2,749,591
Entry Feature ⁽¹⁾⁽⁷⁾⁽⁸⁾⁽⁹⁾⁽¹¹⁾	\$87,500	\$2,500	\$37,200	\$72,800	\$200,000
Parks and Amenities ⁽¹⁾⁽⁷⁾⁽¹¹⁾	\$368,965	\$9,035	\$156,240	\$305,760	\$840,000
Contingency ⁽¹¹⁾	<u>\$569,863</u>	<u>\$24,154</u>	<u>\$309,376</u>	<u>\$363,064</u>	<u>\$1,266,456</u>
TOTAL	\$6,268,492	\$265,689	\$3,403,139	\$3,993,700	\$13,931,019

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 2020 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 551 lots.
11. The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).

P:\0002_Oakley_Rhineland_Cassidy\0002_Powerline_Road_Master\DWG\0002_CDD-EXH 9_SITE PLAN.dwg (8.5 x 11 Landscape) Risk Rec Feb 03, 2020 - 2:23pm



AE **ABSOLUTE
ENGINEERING, INC.**
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(813) 344-0100 FAX TAMPA, FLORIDA 33602
C.A. NO. 28358

**EXHIBIT 10 - SITE PLAN
NORTH POWERLINE ROAD CDD**

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S34-26S-27E	19-0020-0001	ROA	1-29-2020	11

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

**FIRST SUPPLEMENTAL
TO SECOND AMENDED AND RESTATED
ENGINEER'S REPORT
FOR CAPITAL IMPROVEMENTS**

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**

MARCH 2020

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT

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EXHIBIT 9- Summary of Opinion of Probable Costs

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

I. INTRODUCTION

The First Supplemental to the Second Amended and Restated Engineer's Report reflects changes to the development plan affecting number of lots per phase and the associated infrastructure development costs. The increase in overall units is 16 and the associated increase in the infrastructure development cost is \$595,297.00.

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 567 single family lots, recreation / amenity areas, parks, and associated infrastructure. The District is in the process of petitioning to amend its boundaries to include an additional 5.39 acres ("Expansion Parcel") to the lands within the District. The petition to amend the boundaries of the District to annex the Expansion Parcel in the District has been filed with the County. This report includes information regarding the Expansion Parcel in various Exhibits.

The District 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 common area 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 and to reflect changes in the Development Plan. 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 567 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. It is currently anticipated that the development will be constructed in three (3) phases. Following is a summary of proposed lot sizes per phase:

PHASE	LOT WIDTH	LOT WIDTH	LOT WIDTH	SF TOTAL
	40'	55'	65'	
PHASE 1	244	48	3	295
PHASE 2		44		44
PHASE 3	228			228
TOTAL	472	92	3	567

IV. THE CAPITAL IMPROVEMENTS

The current 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 public turn 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 Horse Creek in Phase 1. 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 system of improvements comprising the Capital Improvement Plan for the District 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 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 40' and 50' R/W with 24' of asphalt and Miami curb 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 2023; Phase 2 in 2024; Phases 3 in 2025. 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 the recreational facilities including parks and 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 throughout 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 not funded by the District 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 District 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 District with District funds and operated and maintained by the District. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the District. It should be noted that the District is only funding the capital landscaping costs. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the District.

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 and County 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	June 2020
SWFWMD ERP	June 2020
Construction Permits	June 2020
Polk County Health Department Water	June 2020
FDEP Sewer	June 2020

PHASE 2

Permits / Approvals	Approval / Expected Date
Zoning Approval	June 2020
Preliminary Plat	June 2020
SWFWMD ERP	June 2020
Construction Permits	June 2020
Polk County Health Department Water	June 2020
FDEP Sewer	June 2020

PHASE 3

Permits / Approvals	Approval / Expected Date
Zoning Approval	June 2020
SWFWMD ERP	June 2020
Construction Permits	June 2020
Polk County Health Department Water	June 2020
FDEP Sewer	June 2020

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, County, SWFWMD, FDEP and ACOE. 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.

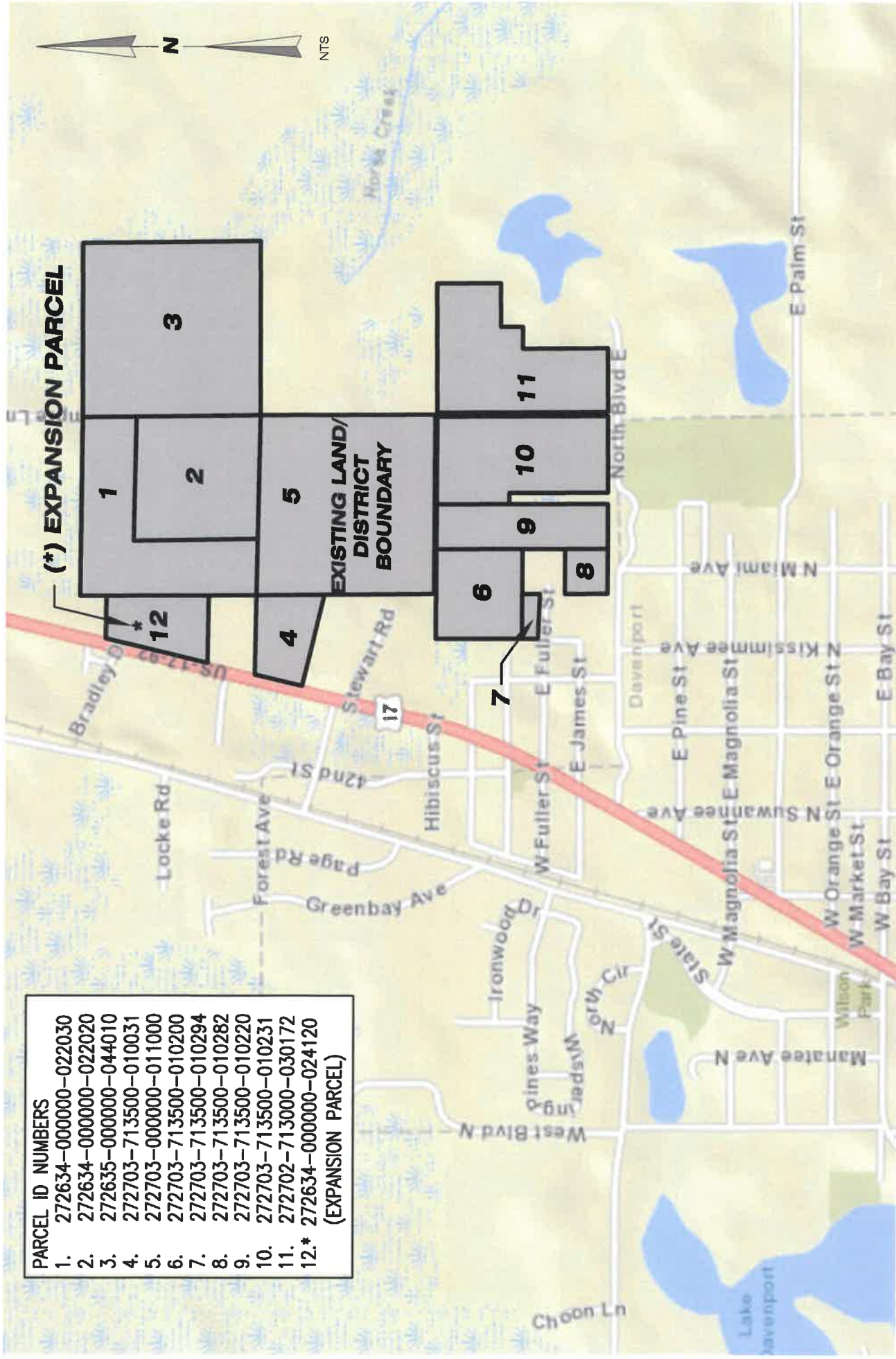
Based upon the presumption that the CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure improvements when constructed and built in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site contractors and consultants in the City and 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.

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
- 12.* 272634-000000-024120
(EXPANSION PARCEL)

(*) EXPANSION PARCEL

NTS



LEGAL DESCRIPTION:

PARCEL 1 (272634-000000-022030)

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

PARCEL 2 (272634-000000-022020)

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

PARCEL 3 (272635-000000-044010)

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 4 (272703-713500-010031)

PARCEL "A"

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, RUN WEST, ALONG THE NORTH LINE OF SAID SECT. 3, 595.8 FT., TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 RUN THENCE NORTH, ALONG SAID EAST LINE, 121.91 FT., TO POINT OF BEGINNING.

PARCEL "B"

SUBJECT TO ANY EXISTING DEDICATIONS OF ROAD RIGHT-OF-WAYS IN FLORIDA DEVELOPMENT COMPANY'S PLAT OF SAID SECTION 3. FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 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 U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 OF NORTHEAST 1/4; RUN THENCE SOUTH, ALONG SAID EAST LINE, 390.33 FT; RUN THENCE NORTH 77°13'30" WEST, 704.65 FT., TO THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY; RUN THENCE NORTH 12°46'30" EAST, 241.4 FT., TO THE POINT OF BEGINNING.

PARCEL 5 (272703-000000-011000)

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 6 (272703-713500-010200)

TRACTS 20 AND 21, LESS THE NORTH 15 FEET THEREOF FOR ROADWAY, IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 7 (272703-713500-010294)

THAT PART OF THE NORTH 1/2 OF TRACT 29 LYING NORTH OF CLAY ROAD, IN NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

SEE SHEET 3 FOR CONTINUATION

EXHIBIT 2 NORTH POWERLINE ROAD CDD LEGAL DESCRIPTION

DATE	1-29-2020	SHEET	2
DRAWN BY	ROA	JOB NUMBER	0002.0002
SEC TWP RGE	34-26-27		

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TAMPA, FLORIDA 33602
C.A. NO. 28358

LEGAL DESCRIPTION:

PARCEL 8 (272703-713500-010282)

THE SOUTH 1/2 OF TRACT 28 IN THE NORTHEAST 1/4 OF SECTION 03, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 9 (272703-713500-010220)

TRACT 22, LESS NORTH 15 FEET AND TRACT 27 LESS SOUTH 15 FEET, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, IN THE NORTHEAST 1/4 OF 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 FEET THEREOF AND LESS THE NORTH 15 FEET THEREOF, LOT 24 LESS THE NORTH 15 FEET THEREOF, THE EAST 3/4 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 OF FLORIDA DEVELOPMENT CO. SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 11 (272702-713000-030172)

LOT 17, 18 AND THE NORTH 3/4 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 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF FLORIDA DEVELOPMENT CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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.

EXHIBIT 2
NORTH POWERLINE ROAD CDD
LEGAL DESCRIPTION

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	ROA	1-29-2020	3

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(813) 344-0100 FAX TAMPA, FLORIDA 33602
C.A. NO. 28358

LEGAL DESCRIPTION:

PARCEL 1 (272634-000000-022030)

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

PARCEL 2 (272634-000000-022020)

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

PARCEL 3 (272635-000000-044010)

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 4 (272703-713500-010031)

PARCEL "A"

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, RUN WEST, ALONG THE NORTH LINE OF SAID SECT. 3, 595.8 FT., TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 RUN THENCE NORTH, ALONG SAID EAST LINE, 121.91 FT., TO POINT OF BEGINNING.

PARCEL "B"

SUBJECT TO ANY EXISTING DEDICATIONS OF ROAD RIGHT-OF-WAYS IN FLORIDA DEVELOPMENT COMPANY'S PLAT OF SAID SECTION 3. FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 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 U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 OF NORTHEAST 1/4; RUN THENCE SOUTH, ALONG SAID EAST LINE, 390.33 FT; RUN THENCE NORTH 77°13'30" WEST, 704.65 FT., TO THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY; RUN THENCE NORTH 12°46'30" EAST, 241.4 FT., TO THE POINT OF BEGINNING.

PARCEL 5 (272703-000000-011000)

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 6 (272703-713500-010200)

TRACTS 20 AND 21, LESS THE NORTH 15 FEET THEREOF FOR ROADWAY, IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 7 (272703-713500-010294)

THAT PART OF THE NORTH 1/2 OF TRACT 29 LYING NORTH OF CLAY ROAD, IN NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

SEE SHEET 3 FOR CONTINUATION

EXHIBIT 3
NORTH POWERLINE ROAD CDD
LEGAL DESCRIPTION AFTER BOUNDARY AMENDMENT

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	ROA	1-29-2020	4

**ABSOLUTE
ENGINEERING, INC.**
1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
C.A. NO. 28358
TEL (813) 221-1516
FAX (813) 344-0100

P:\0002 Oakley Rhinehart Cassidy\0002 Powerline Road Master\DWGs\CDD\EXH 3 LEGAL DESC AMEND-2.dwg (LEGAL) Rick Roa Feb 03, 2020 - 1:39: m

THE SOUTH 1/2 OF TRACT 28 IN THE NORTHEAST 1/4 OF SECTION 03, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TRACT 22, LESS NORTH 15 FEET AND TRACT 27 LESS SOUTH 15 FEET, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LOT 23, LESS THE SOUTH 100 FEET OF THE WEST 84.74 FEET THEREOF AND LESS THE NORTH 15 FEET THEREOF, LOT 24 LESS THE NORTH 15 FEET THEREOF, THE EAST 3/4 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 OF FLORIDA DEVELOPMENT CO. SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

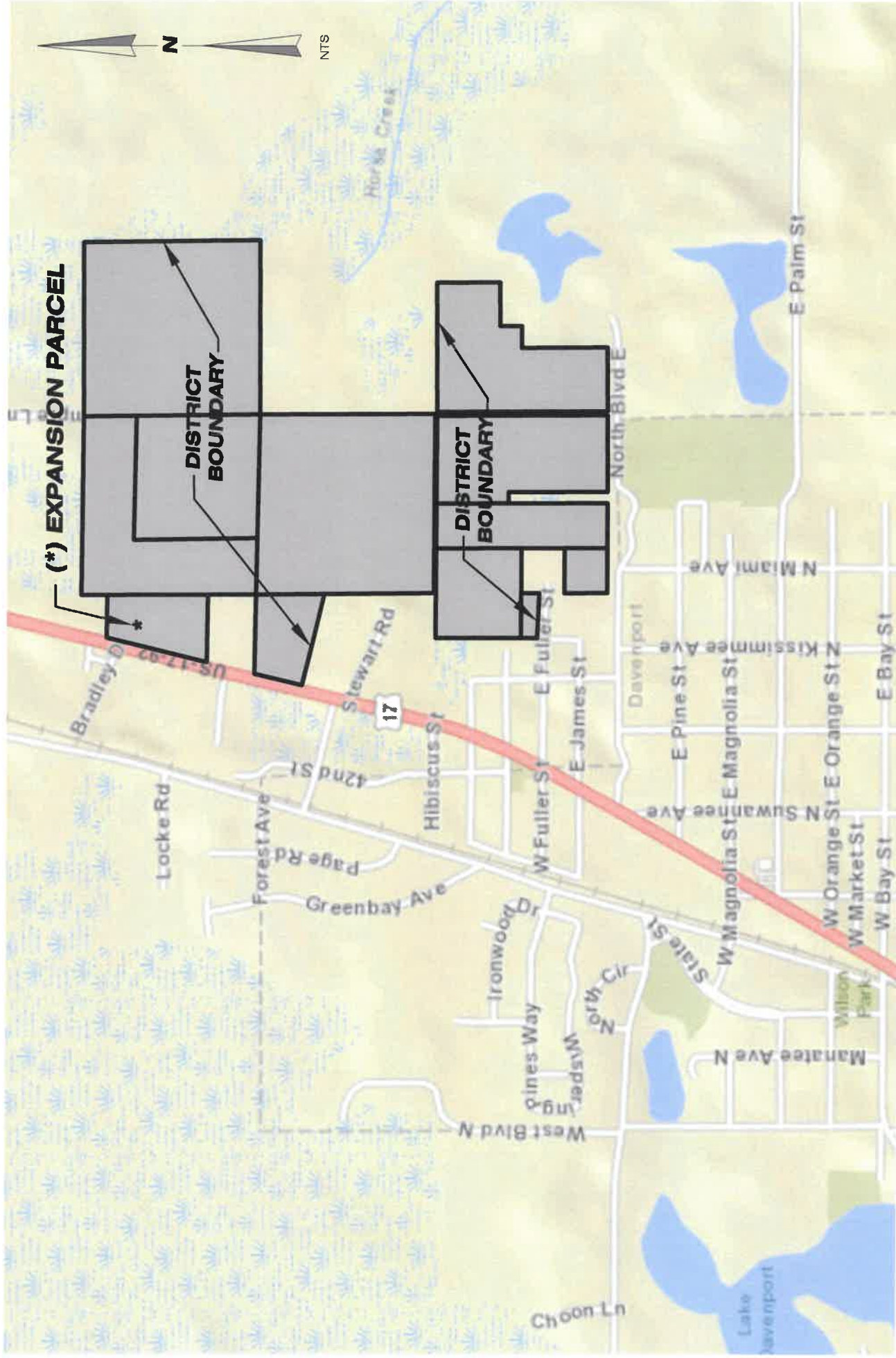
LOT 17, 18 AND THE NORTH 3/4 OF LOT 19, LESS THE NORTH 15 FEET OF SAID LOTS; LOT 32 AND THE WEST ONE HALF OF LOT 31, LESS THE SOUTH 15 FEET OF SAID LOTS, ALL LYING AND BEING IN THE NORTHWEST 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF FLORIDA DEVELOPMENT CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

BEGINNING AT AN IRON PIPE 360 FEET NORTH OF THE SE CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, RUNNING THENCE NORTH 630 FEET; THENCE SOUTH 340 FEET TO HIGHWAY RIGHT-OF-WAY; THENCE ALONG THE HIGHWAY SOUTH 14° WEST 650 FEET; THENCE EAST 473 FEET TO POINT OF BEGINNING, LESS AND EXCEPT: BEGINNING AT AN IRON PIPE 990 FEET NORTH OF THE SOUTHEAST CORNER OF THE SW ¼ OF SE ¼ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, RUN THENCE WEST 339.5 FEET ALONG THE SOUTH BOUNDARY OF PREMISES DESCRIBED IN THAT CERTAIN DEED RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF POLK COUNTY, FLORIDA IN DEED BOOK 762, PAGE 65, TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY; THENCE WITH SAID EAST RIGHT-OF-WAY SOUTHWESTERLY 130 FEET; THENCE EAST TO THE EAST LINE OF SAID SW ¼ OF SE ¼ OF SAID SECTION 34, THENCE NORTH TO POINT OF BEGINNING, ALSO DESCRIBED AS FOLLOWS: BEGINNING AT CONCRETE MONUMENT, THE SE CORNER OF THE SW ¼ OF SE ¼ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, THENCE RUN NORTH 360 FEET TO AN IRON ROD FOR POINT OF BEGINNING; THENCE NORTH 528.89 FEET TO AN IRON ROD; THENCE WEST 372.42 FEET TO AN IRON ROD; THENCE SOUTH 14° 18' 34", WEST 543.19 FEET TO AN IRON ROD; THENCE EAST 506.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 195.95 ACRES MORE OR LESS.

EXHIBIT 3			
NORTH POWERLINE ROAD CDD			
LEGAL DESCRIPTION AFTER BOUNDARY AMENDMENT			
SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE
34-26-27	0002.0002	ROA	1-29-2020
			SHEET
			5

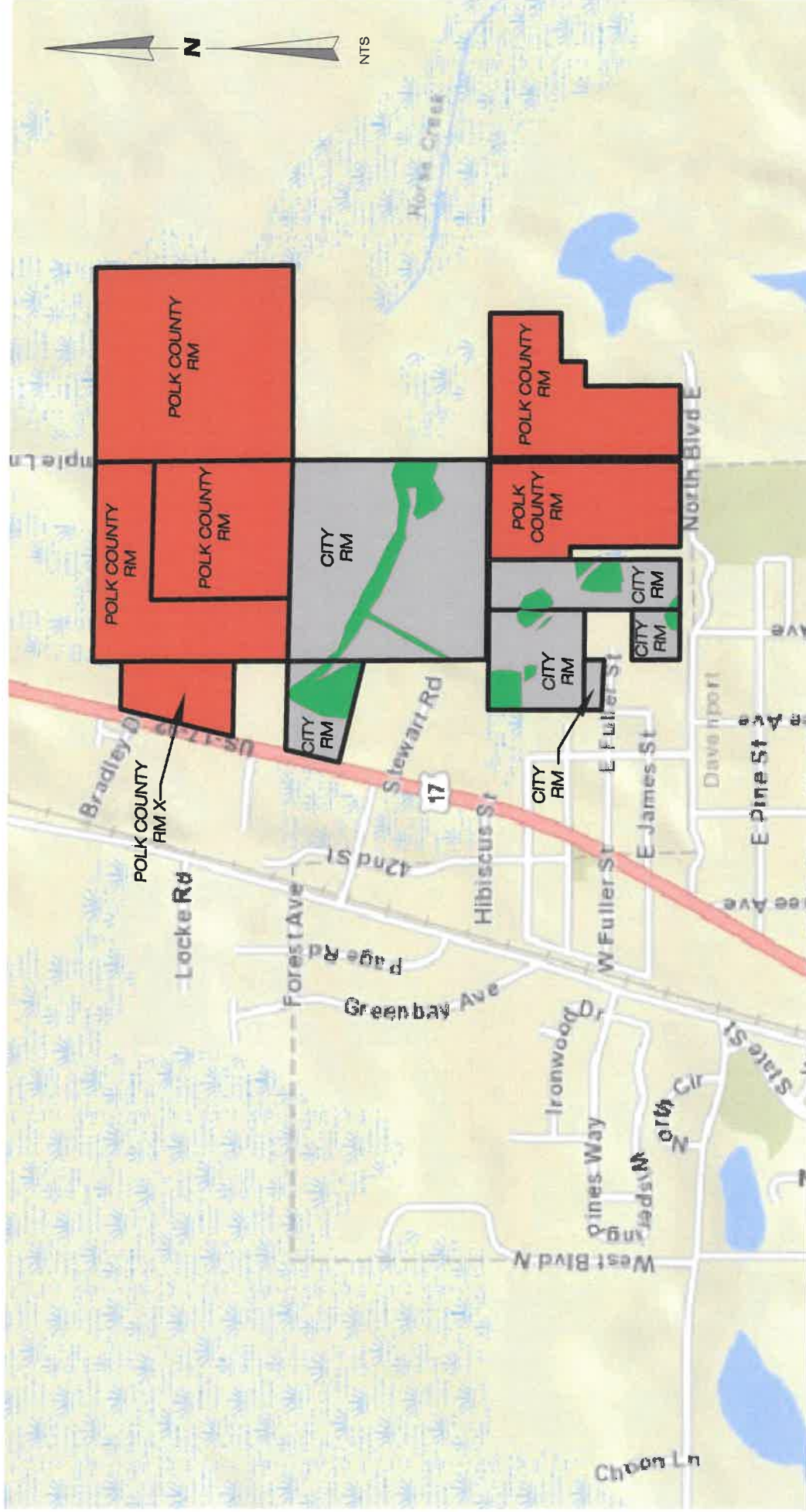
AE **ABSOLUTE
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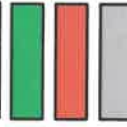
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EXHIBIT 4
NORTH POWERLINE ROAD CDD
DISTRICT BOUNDARY MAP

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	ROA	1-29-2020	6



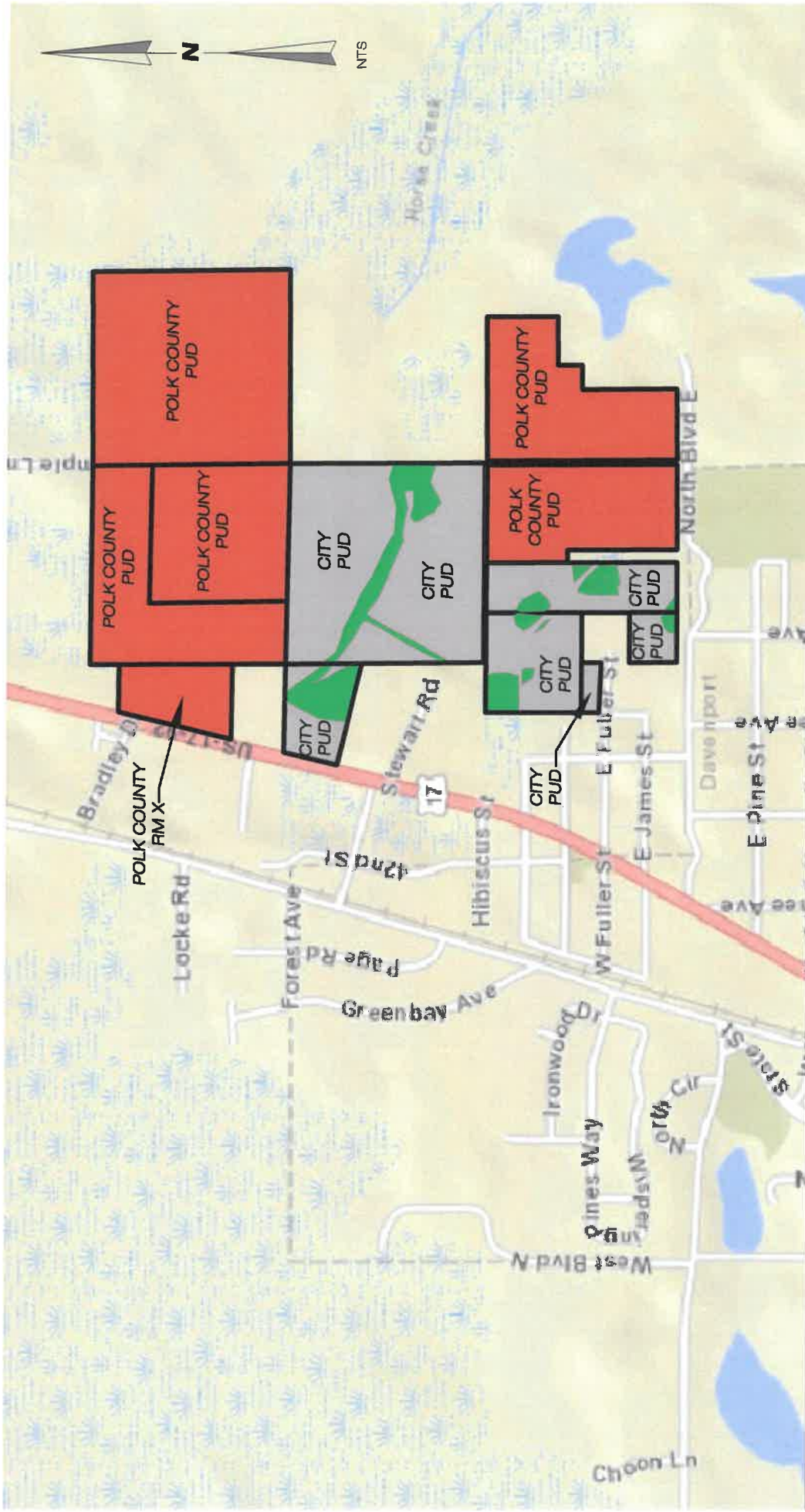
LEGEND



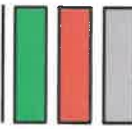
CONSERVATION (CITY OF DAVENPORT)

RESIDENTIAL MEDIUM (POLK COUNTY)

RESIDENTIAL MEDIUM (CITY OF DAVENPORT)



LEGEND



CONSERVATION DISTRICT (CITY OF DAVENPORT)

RESIDENTIAL MEDIUM (POLK COUNTY) & PUD

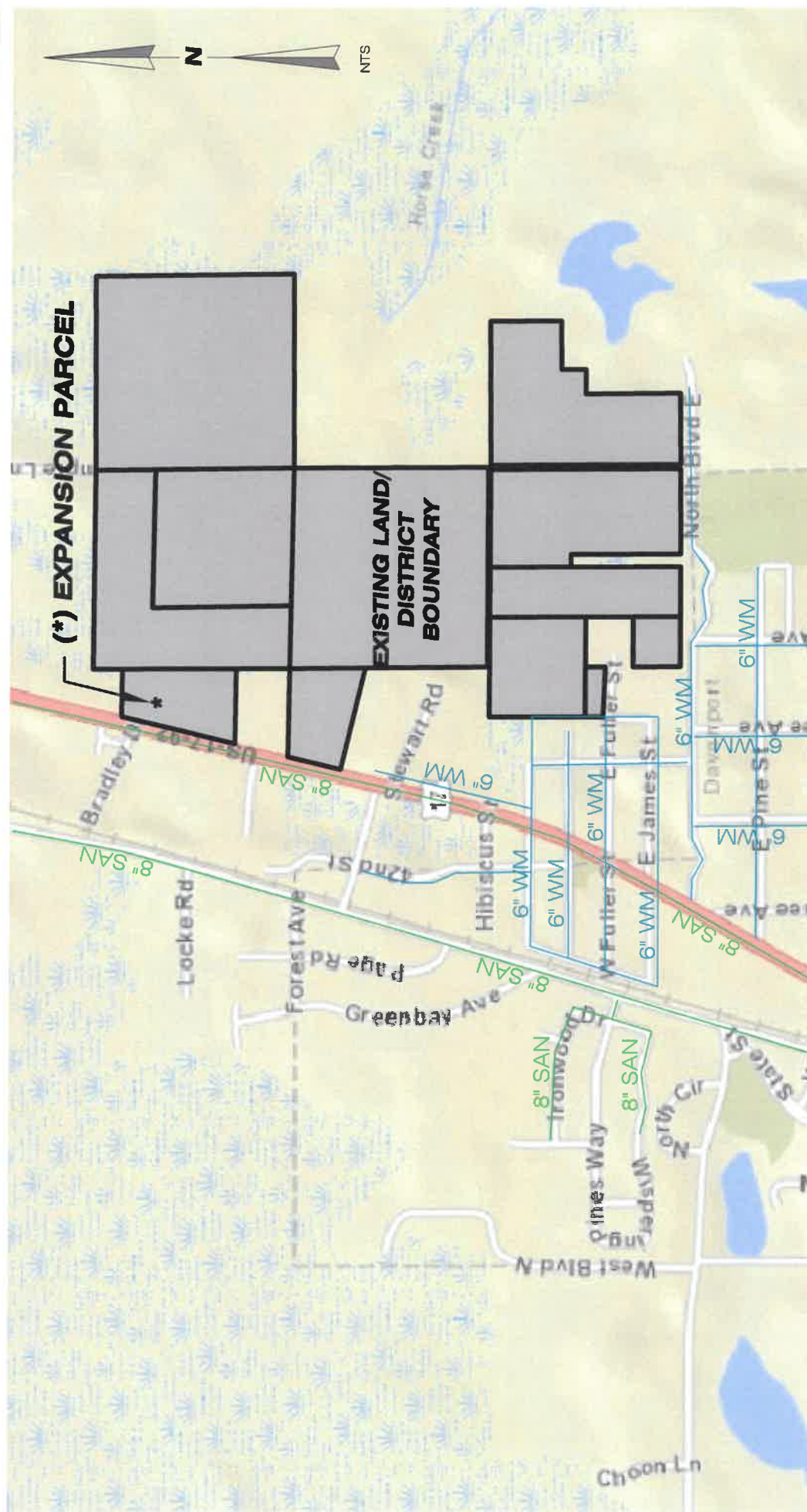
PUD



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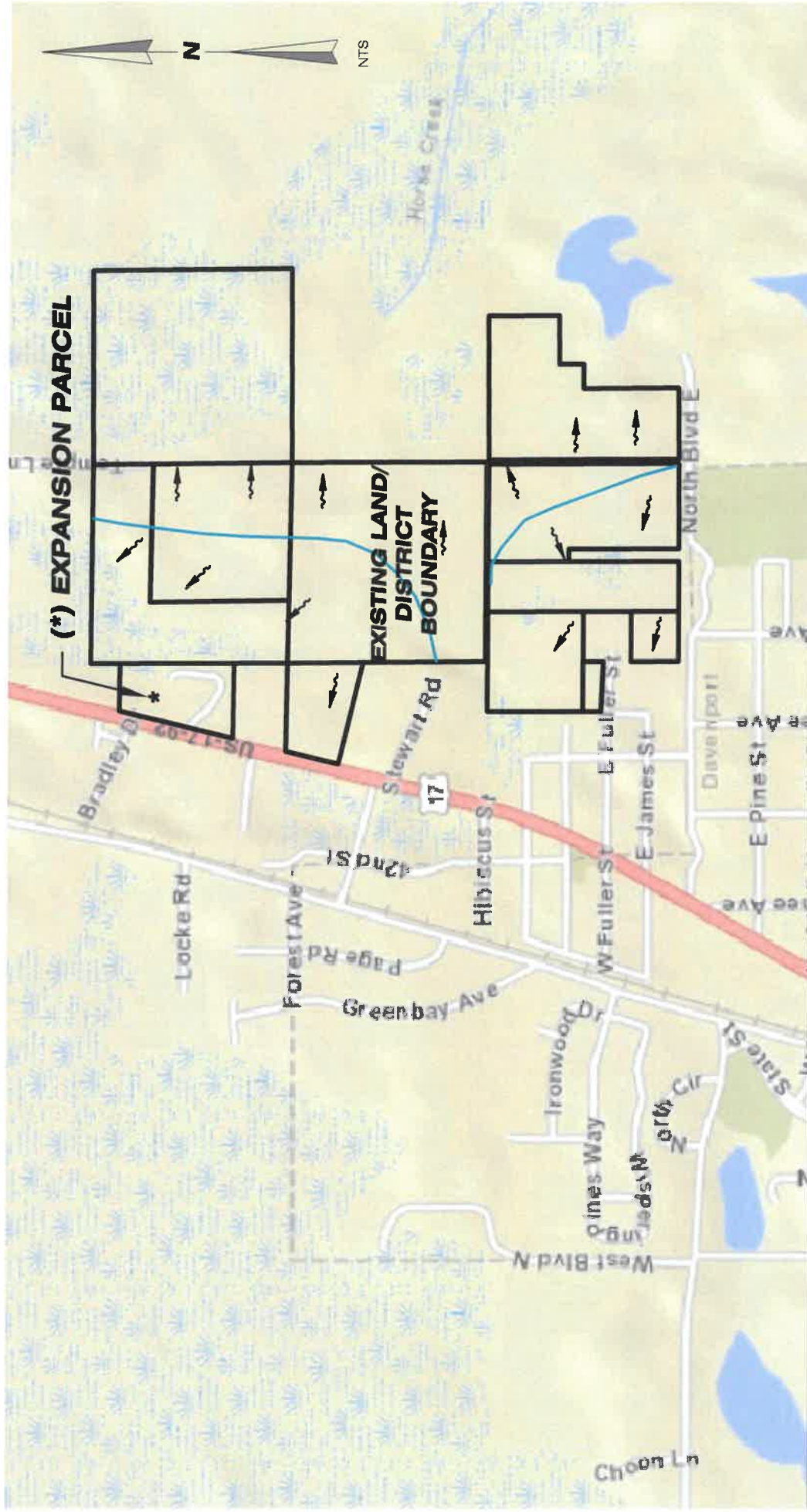
EXHIBIT 6 NORTH POWERLINE ROAD CDD ZONING MAP

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	ROA	1-29-2020	8



LEGEND

- EXISTING 6" WATER MAIN (C.O.D.)
- EXISTING 8" GRAVITY SEWER MAIN (C.O.D.)



LEGEND

 FLOW DIRECTION

 DRAINAGE

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COMPOSITE EXHIBIT 7
NORTH POWERLINE ROAD CDD
DRAINAGE FLOW PATTERN MAP

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	ROA	1-29-2020	10

Exhibit 8
North Powerline Road
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/District***
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

** District will fund undergrounding of electrical conduit

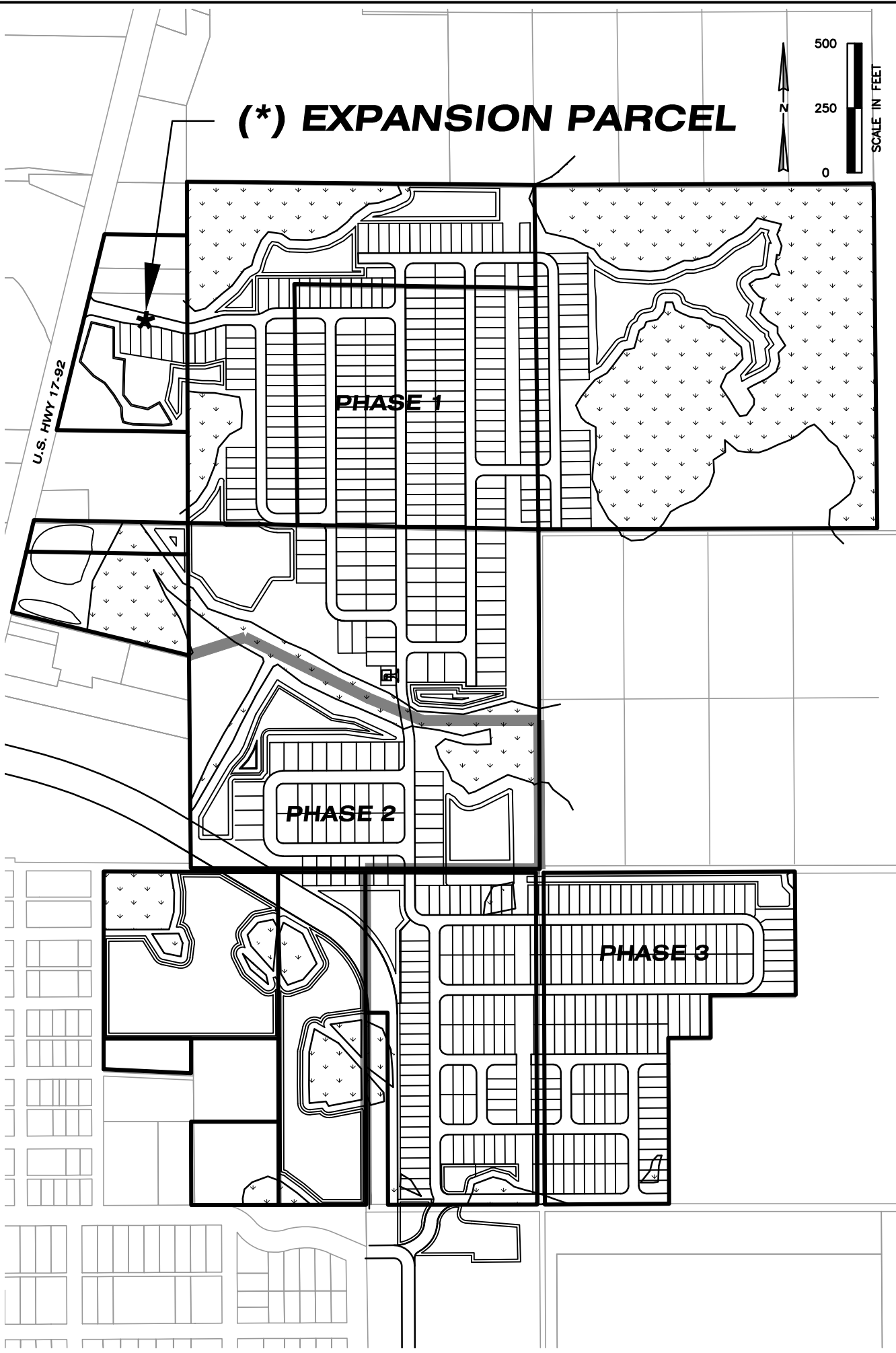
***District will fund street lighting maintenance services

Exhibit 9
North Powerline Road
Community Development District
Summary of Probable Cost

<u>Infrastructure</u>	<u>Phase 1 Existing Land (289 Lots) 2020-2023</u>	<u>Phase 1 Expansion Parcel (6 Lots) 2020-2023</u>	<u>Phase 2 (44 Lots) 2021-2024</u>	<u>Phase 3 (228 Lots) 2022-2025</u>	<u>Total (567 Lots)</u>
Offsite Improvements ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽¹¹⁾	\$1,127,068	\$23,399	\$171,595	\$889,175	\$2,211,237
Stormwater Management ⁽¹⁾⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾⁽⁷⁾	\$1,896,658	\$39,377	\$288,764	\$1,496,325	\$3,721,124
Utilities (Water, Sewer, & Street Lighting) ^{(1) (5)(7) (9)(11)}	\$1,729,908	\$35,915	\$263,377	\$1,364,771	\$3,393,971
Roadway ⁽¹⁾⁽⁴⁾⁽⁵⁾⁽⁷⁾	\$761,102	\$117,878	\$1,217,878	\$679,347	\$2,776,205
Entry Feature ⁽¹⁾⁽⁷⁾⁽⁸⁾⁽⁹⁾⁽¹¹⁾	\$107,124	\$2,224	\$16,310	\$84,513	\$210,171
Parks and Amenities ⁽¹⁾⁽⁷⁾⁽¹¹⁾	\$449,923	\$9,341	\$68,500	\$354,956	\$882,720
Contingency ⁽¹¹⁾	<u>\$678,342</u>	<u>\$14,083</u>	<u>\$103,277</u>	<u>\$535,163</u>	<u>\$1,330,865</u>
TOTAL	\$6,750,125	\$242,217	\$2,129,701	\$5,404,250	\$14,526,293

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 2020 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 567 lots.
11. The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).



**MASTER
ASSESSMENT METHODOLOGY

FOR

NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Date: February 5, 2020

Prepared by

**Governmental Management Services - Central Florida, LLC
219 E. Livingston St.
Orlando, FL 32801**

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GMS-CF, LLC does not represent the North Powerline Road Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the North Powerline Road Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The North Powerline Road Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance at this time of not to exceed \$18,500,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Capital Improvement Plan”) within the District more specifically described in the Engineer’s Report dated February 2020 prepared by Absolute Engineering, Inc. as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Capital Improvement Plan that benefit property owners within the District.

1.1 Purpose

This Master Assessment Methodology (the “Assessment Report”) provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvement Plan. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvement Plan. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 195.95 acres within Polk County, Florida. The development program for the District currently envisions approximately 551 residential units. The proposed development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified or supplemented accordingly.

The improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Capital Improvement Plan.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvement Plan.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvement Plan.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside of the District will benefit from the provision of the Capital Improvement Plan. However, these benefits will be incidental for the purpose of the Capital Improvement Plan, which is designed solely to meet the needs of property within the District. Properties outside of the District boundaries do not depend upon the District's Capital Improvement Plan. The property owners within the District are

therefore receiving special benefits not received by those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed based on the special benefit such properties receive.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District will be greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$13,931,020. The District's Underwriter projects that financing costs required to fund the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$18,500,000. Without the Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

¹

2.0 Assessment Methodology

2.1 Overview

The District anticipates issuing approximately \$18,500,000 in Bonds in one or more series to fund the District's entire Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$18,500,000 in debt to the

¹ District is in process of expanding boundaries and including an additional 6 units, requiring the validation of approximately \$18,500,000 in bonds.

properties within the District benefiting from the Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvement Plan needed to support the development, which these construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$13,931,020. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for the Capital Improvement Plan and related costs was determined by the District's Underwriter to total approximately \$18,500,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for the District is completed. Until the platting process occurs, the Capital Improvement Plan funded by District bonds benefits all acres within the District.

The initial assessments will be levied on an equal basis to all gross acreage within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the bonds will be allocated to the platted units within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There are two product types within the planned development. The single family 40/45' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Capital Improvement Plan will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of the Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of Capital Improvement Plan have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed Capital Improvement Plan is constructed.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Properties. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce

the par amount of the outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

4.0 Assessment Roll

The District will initially distribute the liens across the property within the District boundaries on a gross acreage basis. As Assigned Properties becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The current assessment roll is attached as Table 7.

TABLE 1

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
MASTER ASSESSMENT METHODOLOGY

Land Use	Phase 1	Phase 1 - Annexation	Phase 2	Phase 3	Total Assessable Units	ERUs per Unit (1)	Total ERUs
40/45	200	6	8	197	411	1.00	411
55/65	51	0	95	0	146	1.25	183
Total Units	251	6	103	197	557		594

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family 40/45 = 1 ERU

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT PLAN COST ESTIMATES
MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Phase 1			Phase 2	Phase 3	Total Cost Estimate
	Phase 1	Annexation (2)				
Offsite Improvements	\$ 1,058,143	\$ 46,426	\$ 343,214	\$ 656,439	\$ 2,104,222	
Stormwater Management	\$ 1,780,668	\$ 78,127	\$ 577,569	\$ 1,104,671	\$ 3,541,035	
Utilities (Water, Sewer, & Street Lighting)	\$ 1,624,116	\$ 71,258	\$ 526,790	\$ 1,007,551	\$ 3,229,715	
Roadway	\$ 779,237	\$ 34,189	\$ 1,452,750	\$ 483,415	\$ 2,749,591	
Entry Feature	\$ 87,500	\$ 2,500	\$ 37,200	\$ 72,800	\$ 200,000	
Parks and Amenities	\$ 368,965	\$ 9,035	\$ 156,240	\$ 305,760	\$ 840,000	
Contingencies	\$ 569,863	\$ 24,154	\$ 309,376	\$ 363,064	\$ 1,266,457	
	\$ 6,268,492	\$ 265,689	\$ 3,403,139	\$ 3,993,700	\$ 13,931,020	

(1) A detailed description of these improvements is provided in the Engineer's Report dated February 2020.

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
MASTER ASSESSMENT METHODOLOGY

Bond Sizing With Annexation	
Description	Total
Construction Funds	\$ 13,931,019
Debt Service Reserve	\$ 1,344,005
Capitalized Interest	\$ 2,220,000
Underwriters Discount	\$ 370,000
Cost of Issuance	\$ 220,000
Contingency	\$ 414,976
Par Amount*	\$ 18,500,000

Bond Sizing Without Annexation	
Description	Total
Construction Funds	\$ 13,665,330
Debt Service Reserve	\$ 1,307,680
Capitalized Interest	\$ 2,160,000
Underwriters Discount	\$ 360,000
Cost of Issuance	\$ 220,000
Contingency	\$ 286,990
Par Amount*	\$ 18,000,000

Bond Assumptions:	
Average Coupon	6.00%
Amortization	30 years
Capitalized Interest	36 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the bonds

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
<u>With Annexation</u>						
Single Family 40/45	411	1	411	69.25%	\$ 9,647,261	\$ 23,473
Single Family 55/65	146	1.25	182.5	30.75%	\$ 4,283,759	\$ 29,341
	557		594	100.00%	\$ 13,931,020	
<u>Without Annexation</u>						
Single Family 40/45	405	1	405	68.94%	\$ 9,420,356	\$ 23,260
Single Family 55/65	146	1.25	182.5	31.06%	\$ 4,244,975	\$ 29,075
	551		588	100.00%	\$ 13,665,331	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Total Improvements		Allocation of Par		Per Unit Revised
		Costs Per Product	Type	Debt Per Product	Type	
<u>With Annexation</u>						
Single Family 40/45	411	\$	9,647,261	\$	12,811,289	\$ 31,171
Single Family 55/65	146	\$	4,283,759	\$	5,688,711	\$ 38,964
	557	\$	13,931,020	\$	18,500,000	
<u>Without Annexation</u>						
Single Family 40/45	405	\$	9,420,356	\$	12,408,511	\$ 30,638
Single Family 55/65	146	\$	4,244,975	\$	5,591,489	\$ 38,298
	551	\$	13,665,331	\$	18,000,000	

* Unit mix is subject to change based on marketing and other factors

TABLE 6 NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE MASTER ASSESSMENT METHODOLOGY						
Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
<u>With Annexation</u>						
Single Family 40/45	411	\$ 12,811,289	\$ 31,171	\$ 930,726	\$ 2,265	\$ 2,435
Single Family 55/65	146	\$ 5,688,711	\$ 38,964	\$ 413,279	\$ 2,831	\$ 3,044
	557	\$ 18,500,000	\$	\$ 1,344,005		
<u>Without Annexation</u>						
Single Family 40/45	405	\$ 12,408,511	\$ 30,638	\$ 901,465	\$ 2,226	\$ 2,393
Single Family 55/65	146	\$ 5,591,489	\$ 38,298	\$ 406,215	\$ 2,782	\$ 2,992
	551	\$ 18,000,000	\$	\$ 1,307,680		

(1) This amount includes collection fees and early payment discounts when collected on the Polk County Tax Bill

* Unit mix is subject to change based on marketing and other factors

TABLE 7

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
MASTER ASSESSMENT METHODOLOGY

Property with Annexation

Owner	Property ID #'s	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
District						
Astoria Properties, LLC	27-26-34-000000-022030	21.25	\$ 94,412	\$ 2,006,252	\$ 145,752	\$ 156,723
Astoria Properties, LLC	27-26-34-000000-022020	19.99	\$ 94,412	\$ 1,887,293	\$ 137,110	\$ 147,430
Astoria Properties, LLC	27-26-35-000000-044010	40.14	\$ 94,412	\$ 3,789,691	\$ 275,317	\$ 296,040
Polk Urban Management Project LLC	27-27-03-713500-010031	6.47	\$ 94,412	\$ 610,845	\$ 44,377	\$ 47,717
Polk Urban Management Project LLC	27-27-03-000000-011000	40.79	\$ 94,412	\$ 3,851,059	\$ 279,775	\$ 300,834
Polk Urban Management Project LLC	27-27-03-713500-010200	10.06	\$ 94,412	\$ 949,783	\$ 69,001	\$ 74,194
Polk Urban Management Project LLC	27-27-03-713500-010294	1.10	\$ 94,412	\$ 103,853	\$ 7,545	\$ 8,113
Astoria Properties, LLC	27-27-03-713500-010282	2.47	\$ 94,412	\$ 233,197	\$ 16,942	\$ 18,217
Polk Urban Management Project LLC	27-27-03-713500-010220	9.90	\$ 94,412	\$ 934,677	\$ 67,903	\$ 73,014
Astoria Properties, LLC	27-27-03-713500-010231	18.26	\$ 94,412	\$ 1,723,960	\$ 125,244	\$ 134,671
Astoria Properties, LLC	27-27-02-713000-030172	20.13	\$ 94,412	\$ 1,900,510	\$ 138,070	\$ 148,462
				\$ 17,991,120	\$ 1,307,035	\$ 1,405,414
Annexed Parcel						
Damon Friebohn	27-26-34-000000-024120	5.39	\$ 94,412	\$ 508,880	\$ 36,970	\$ 39,752
Totals		195.95		\$ 18,500,000	\$ 1,344,005	\$ 1,445,167

Annual Assessment Periods

Projected Bond Rate (%)

Maximum Annual Debt Service

30

6.00%

\$1,344,005

Property without Annexation

Owner	Property ID #'s	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
District						
Astoria Properties, LLC	27-26-34-000000-022030	21.25	\$ 94,458	\$ 2,007,242	\$ 145,752	\$ 156,723
Astoria Properties, LLC	27-26-34-000000-022020	19.99	\$ 94,458	\$ 1,888,224	\$ 137,110	\$ 147,430
Astoria Properties, LLC	27-26-35-000000-044010	40.14	\$ 94,458	\$ 3,791,562	\$ 275,317	\$ 296,040
Polk Urban Management Project LLC	27-27-03-713500-010031	6.47	\$ 94,458	\$ 611,146	\$ 44,377	\$ 47,717
Polk Urban Management Project LLC	27-27-03-000000-011000	40.79	\$ 94,458	\$ 3,852,960	\$ 279,775	\$ 300,834
Polk Urban Management Project LLC	27-27-03-713500-010200	10.06	\$ 94,458	\$ 950,252	\$ 69,001	\$ 74,194
Polk Urban Management Project LLC	27-27-03-713500-010294	1.10	\$ 94,458	\$ 103,904	\$ 7,545	\$ 8,113
Astoria Properties, LLC	27-27-03-713500-010282	2.47	\$ 94,458	\$ 233,312	\$ 16,942	\$ 18,217
Polk Urban Management Project LLC	27-27-03-713500-010220	9.90	\$ 94,458	\$ 935,139	\$ 67,903	\$ 73,014
Astoria Properties, LLC	27-27-03-713500-010231	18.26	\$ 94,458	\$ 1,724,811	\$ 125,244	\$ 134,671
Astoria Properties, LLC	27-27-02-713000-030172	20.13	\$ 94,458	\$ 1,901,448	\$ 138,070	\$ 148,462
Total		190.56		\$ 18,000,000	\$ 1,307,035	\$ 1,405,414

Annual Assessment Periods	30
Projected Bond Rate (%)	6.00%
Maximum Annual Debt Service	\$1,307,035

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Prepared by: Governmental Management Services - Central Florida, LLC

LEGAL DESCRIPTION:

PARCEL 1 (272634-000000-022030)

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

PARCEL 2 (272634-000000-022030)

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

PARCEL 3 (272635-000000-044010)

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 4 (272703-713500-010031)

PARCEL "A"

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, RUN WEST, ALONG THE NORTH LINE OF SAID SECT. 3, 595.8 FT., TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 RUN THENCE NORTH, ALONG SAID EAST LINE, 121.91 FT., TO POINT OF BEGINNING.

PARCEL "B"

SUBJECT TO ANY EXISTING DEDICATIONS OF ROAD RIGHT-OF-WAYS IN FLORIDA DEVELOPMENT COMPANY'S PLAT OF SAID SECTION 3. FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 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 U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, 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 NORTHWEST 1/4 OF NORTHEAST 1/4; RUN THENCE SOUTH, ALONG SAID EAST LINE, 390.33 FT; RUN THENCE NORTH 77°13'30" WEST, 704.65 FT., TO THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY; RUN THENCE NORTH 12°46'30" EAST, 241.4 FT., TO THE POINT OF BEGINNING.

PARCEL 5 (272703-000000-010000)

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 6 (272703-713500-010200)

TRACTS 20 AND 21, LESS THE NORTH 15 FEET THEREOF FOR ROADWAY, IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 7 (272703-713500-010244)

THAT PART OF THE NORTH 1/2 OF TRACT 29 LYING NORTH OF CLAY ROAD, IN NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

SEE SHEET 3 FOR CONTINUATION

EXHIBIT 2 NORTH POWERLINE ROAD CDD LEGAL DESCRIPTION

DATE	1-29-2020	SHEET	2
DRAWN BY	ROA	JOB NUMBER	0002.0002
SEC TWP RGE	34-26-27		

**ABSOLUTE
ENGINEERING, INC.**
100 N. CLAY DRIVE, SUITE 200
FORT PIERCE, FLORIDA 34932
(813) 231-1516
(813) 346-0110 FAX
C.A. NO. 23372

LEGAL DESCRIPTION:

PARCEL 8 (272703-713500-010282)

THE SOUTH 1/2 OF TRACT 28 IN THE NORTHEAST 1/4 OF SECTION 03, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 9 (272703-713500-010220)

TRACT 22, LESS NORTH 15 FEET AND TRACT 27 LESS SOUTH 15 FEET, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, IN THE NORTHEAST 1/4 OF 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 FEET THEREOF AND LESS THE NORTH 15 FEET THEREOF, LOT 24 LESS THE NORTH 15 FEET THEREOF, THE EAST 3/4 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 OF FLORIDA DEVELOPMENT CO. SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 11 (272702-713000-030172)

LOT 17, 18 AND THE NORTH 3/4 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 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF FLORIDA DEVELOPMENT CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 12 (272834-000000-024220)

BEGINNING AT AN IRON PIPE 360 FEET NORTH OF THE SE CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, RUNNING THENCE NORTH 630 FEET; THENCE WEST 340 FEET TO HIGHWAY RIGHT-OF-WAY; THENCE ALONG THE HIGHWAY SOUTH 14' WEST 650 FEET; THENCE EAST 473 FEET TO POINT OF BEGINNING, LESS AND EXCEPT: BEGINNING AT AN IRON PIPE 990 FEET NORTH OF THE SOUTHEAST CORNER OF THE SW 1/4 OF SE 1/4 OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, RUN THENCE WEST 339.5 FEET ALONG THE SOUTH BOUNDARY OF PREMISES DESCRIBED IN THAT CERTAIN DEED RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF POLK COUNTY, FLORIDA IN DEED BOOK 762, PAGE 65, TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY; THENCE WITH SAID EAST RIGHT-OF-WAY SOUTHWESTERLY 130 FEET; THENCE EAST TO THE EAST LINE OF SAID SW 1/4 OF SE 1/4 OF SAID SECTION 34, THENCE NORTH TO POINT OF BEGINNING, ALSO DESCRIBED AS FOLLOWS: BEGINNING AT CONCRETE MONUMENT, THE SE CORNER OF THE SW 1/4 OF SE 1/4 OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, THENCE RUN NORTH 360 FEET TO AN IRON ROD FOR POINT OF BEGINNING; THENCE NORTH 528.89 FEET TO AN IRON ROD; THENCE WEST 372.42 FEET TO AN IRON ROD; THENCE SOUTH 14' 18' 34", WEST 543.19 FEET TO AN IRON ROD; THENCE EAST 506.12 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 195.95 ACRES MORE OR LESS.

EXHIBIT 2 NORTH POWERLINE ROAD CDD LEGAL DESCRIPTION

DATE	1-29-2020	SHEET	3
DRAWN BY	ROA	JOB NUMBER	0002.0002
SEC TWP RGE	34-26-27		

**ABSOLUTE
ENGINEERING, INC.**
1000 N. 13th St. Suite 200
Tampa, FL 33602
C.A. NO. 00000000
P.L.S. 2014-1-18 TEL
(813) 341-010 FAX



**SUPPLEMENTAL
ASSESSMENT METHODOLOGY - PHASE 1**

FOR

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Date: March 11, 2020

Prepared by

**Governmental Management Services - Central Florida, LLC
219 E. Livingston St.
Orlando, FL 32801**

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GMS-CF, LLC does not represent the North Powerline Road Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the North Powerline Road Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The North Powerline Road Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District intends to issue \$6,465,000 of tax exempt bonds (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Phase 1 Capital Improvement Plan”) within the District (“Phase 1 Assessment Area”) more specifically described in the Engineer’s Report for Capital Improvements Second Amended and Revised dated March 2020 prepared by Absolute Engineering, Inc., as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Phase 1 Capital Improvement Plan that benefit property owners within Phase 1 Assessment Area (“also known as the Series 2020 Assessment Area) of the District. Phase 1 Assessment Area currently consists of 86.77 acres of land¹. The District is in the process of amending its boundaries to add an additional 6 developable units and the recreation facilities to Phase 1 Assessment Area of the District (the “Annexed Parcel”). Upon completion of the annexation of the Annexed Parcel, the District will continue construction of the public infrastructure outlined in the Phase 1 CIP to such Annexed Parcel. Based on the foregoing, the District will issue sufficient Bonds to include public improvements to the Annexed Parcel. The proceeds of the Bonds attributable to the cost of the Phase 1 CIP to the Annexed Parcel will be held in escrow until such time as the annexation is completed. If by the 9th month after the issuance of the Bonds, the conditions to break escrow regarding the Phase 1 Capital Improvement Plan for the Annexed Parcel as described in this Report have not been satisfied, all references to the Annexed Parcel in this report should be disregarded.

1.1 Purpose

This Supplemental Assessment Methodology (the “Assessment Report”) supplements the Master Assessment Methodology, dated February 5, 2020. The Assessment Report provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within Phase 1 Assessment Area of the District boundaries (the “Assessable Parcels”) including the Annexed Parcel (collectively the “2020 Project”). This Assessment Report allocates the debt to properties based on the special benefits each receives from the Phase 1 Capital Improvement Plan. This Assessment Report may be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Phase 1 Capital Improvement Plan. This Assessment Report is designed to conform to the requirements of Chapters 190, 197 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within Phase 1 Assessment Area of the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any

¹ Which includes the Annexed Parcel

other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

1.2 Background

The District currently includes approximately 190.56 acres in Polk County, Florida. Phase 1 is comprised of 86.77 acres. The District anticipated the annexation of 5.39 acres of adjacent land, included in the total acres above, representing the Annexed Parcel. The development program for Phase 1 of the District currently envisions approximately 295 residential units, 6 units are on the Annexed Parcel. The proposed development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified or supplemented accordingly.

The District is in the process of annexing adjacent land into the District known as the Annexed Parcel. The Annexed Parcel is 5.39 acres and is planned for 6 single family units and is owned by Damon Friebolin. Please reference Table 1 for the unit mix.

The District plans to issue bonds for the CIP costs associated with the Annexed Parcel and such proceeds will be escrowed until the following conditions are satisfied: (1) the Annexed Parcel is formally annexed into the District by Polk County and, (2) District completes its assessment proceedings relating to the Annexed Parcel. Of the estimated \$6,465,000 of proceeds, approximately \$129,696 will be escrowed relating to the Annexed Parcel until the aforementioned conditions are satisfied.

The Engineer sets forth the costs associated with the Annexed Parcel in the Engineer's Report and are estimated to be \$242,218. The proposed assessment levels and debt per unit, for the Annexed Parcel, once the conditions are satisfied, are reflected in Table 6.

The improvements contemplated by the District in the Phase 1 Capital Improvement Plan will provide facilities that benefit certain property within the Phase 1 Assessment Area of the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Phase 1 Capital Improvement Plan.
2. The District Engineer determines the assessable acres that benefit from the District's Phase 1 Capital Improvement Plan.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Phase 1 Capital Improvement Plan.

4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the Phase 1 Assessment Area of the District. The implementation of the Phase 1 Capital Improvement Plan enables properties within the boundaries of Phase 1 Assessment Area of the District to be developed. Without the District's Phase 1 Capital Improvement Plan, there would be no infrastructure to support development of land within Phase 1 Assessment Area of the District. Without these improvements, development of the property within Phase 1 Assessment Area of the District would be prohibited by law.

There is no doubt that the general public and property owners outside of the District will benefit from the provision of the Capital Improvement Plan. However, these benefits will be incidental for the purpose of the Capital Improvement Plan, which is designed solely to meet the needs of property within Phase 1 Assessment Area of the District. Properties outside of Phase 1 Assessment Area of the District boundaries do not depend upon the District's Capital Improvement Plan. The property owners within Phase 1 Assessment Area of the District are therefore receiving special benefits not received by those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed based on the special benefit such properties receive.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within Phase 1 Assessment Area of the District will be greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Phase 1 Capital Improvement Plan that is necessary to support full development of property within Phase 1 Assessment Area of the District will cost approximately \$6,992,342. The District's Underwriter projects that financing costs required to fund the Phase 1 Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, is \$6,465,000. JMBI Real Estate as developer (the "Developer") would fund any additional funds needed to complete the Phase 1 Capital Improvement Plan. Without the Phase 1 Capital Improvement Plan, the property within the Phase 1 Assessment Area of District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District expects to issue \$6,465,000 in Bonds to fund a portion of the Phase 1 Assessment Area of the District's Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$6,465,000 in debt to the properties within the Assessable Parcels and Annexed Parcel benefiting from the Phase 1 Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses as identified by the Developer within the Assessable Parcels and Annexed Parcel. The District has approved an Engineer's Report that includes estimated construction costs for the Phase 1 Capital Improvement Plan needed to support the development, which these construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$6,992,342. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for the Phase 1 Capital Improvement Plan and related costs was determined by the District's Underwriter to total \$6,465,000. It is anticipated that the District will issue less than the full cost to complete the Capital Improvement Plan. The Developer will pay the cost to complete the Capital Improvement Plan. This obligation is anticipated to be formalized by a Completion Agreement executed at the time of the issuance of bonds. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for Phase 1 Assessment Area of the District is completed. Until the platting process occurs, the Phase 1 Capital Improvement Plan funded by District bonds benefits all developable property within the Assessable Parcels and Annexed Parcel.

The initial assessments will be levied on an equal basis to all gross acreage within Phase 1 Assessment Area of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the Assessable Parcels and Annexed Parcel District are benefiting equally from the improvements.

Once platting or the recording of a declaration of condominium of any portion of Phase 1 Assessment Area of the District into individual lots or units ("Assigned Properties") has begun, the assessments will be approved to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the bonds will be allocated to the platted units within Phase 1 Assessment Area of the District, which are the beneficiaries of the Phase 1 Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0. Developer is contributing infrastructure to reduce par debt to bring debt allocations to target levels.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report may be supplemented from time to time.

2.3 Allocation of Benefit

The Phase 1 Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There are two product types within the planned development. The single family 40/45' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). The 55'/65' lot is set at 1.25 ERU. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Phase 1 Capital Improvement Plan will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. These

improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of the Phase 1 Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public Improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of Phase 1 Capital Improvement Plan have been apportioned to the property within the Assessable Parcels and Annexed Parcel according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the Assessable Parcels and Annexed Parcel will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each

product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed Phase 1 Capital Improvement Plan is constructed.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Properties. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within Phase 1 Assessment Area of the District, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of Phase 1 Assessment Area of the District. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

4.0 Assessment Roll

The District will initially distribute the liens across the property within Phase 1 Assessment Area of the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in Phase 1 Assessment Area of the District prior to the time final Assigned Properties become known. The current assessment roll is attached as Table 7.

TABLE 1
NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1

Land Use	District	Annexed Parcel (2)	Total Assessable Units	ERUs per Unit (1)	Total ERUs
Single Family 40'	238	6	244	1.00	244
Single Family 55'	48	0	48	1.25	60
Single Family 65'	3	0	3	1.25	4
Total Units	289	6	295		308

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family = 1 ERU

(2) Property is pending annexation into the CDD

* Unit mix is subject to change based on marketing and other factors

TABLE 2
NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT PLAN COST ESTIMATES
SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1

Capital Improvement Plan ("CIP") (1)	Phase 1	Phase 1 Annexed Parcel (2)	Cost Estimate
Offsite Improvements	\$ 1,127,068	\$ 23,399	\$ 1,150,467
Stormwater Management	\$ 1,896,658	\$ 39,377	\$ 1,936,035
Utilities (Water, Sewer, & Street Lighting)	\$ 1,729,908	\$ 35,915	\$ 1,765,823
Roadway	\$ 761,102	\$ 117,878	\$ 878,980
Entry Feature	\$ 107,124	\$ 2,224	\$ 109,348
Parks and Amenities	\$ 449,923	\$ 9,341	\$ 459,264
Contingencies	\$ 678,342	\$ 14,083	\$ 692,425
	\$ 6,750,125	\$ 242,217	\$ 6,992,342

(1) A detailed description of these improvements is provided in the Second Amended and Restated Engineer's Report dated February 2020, as supplemented by that First Supplemental to Second Amended and Restated Engineer's Report dated March 2020.

(2) Property is pending annexation into the CDD

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1

Description	Total
Construction Funds	\$ 5,530,628
Debt Service Reserve	\$ 362,635
Capitalized Interest	\$ 242,438
Underwriters Discount	\$ 129,300
Cost of Issuance	\$ 200,000
Contingency	\$ -
Par Amount*	\$ 6,465,000

Bond Assumptions:

Average Coupon	3.75%
Amortization	30 years
Capitalized Interest	12 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the bonds

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
<u>With Annexation</u>						
Single Family 40'	244	1.00	244	79.29%	\$ 5,543,888	\$ 22,721
Single Family 55'	48	1.25	60	19.50%	\$ 1,363,251	\$ 28,401
Single Family 65'	3	1.25	4	1.22%	\$ 85,203	\$ 28,401
Totals	295		308	100.00%	\$ 6,992,342	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1

Land Use	No. of Units *	Total Improvements Costs Per Product Type	Par - Prior to Developer Contribution	Developer Contribution	Revised Par at Issue Per Product Type	Per Unit Revised Par
<u>With Annexation</u>						
Single Family 40'	244	\$ 5,543,888	\$ 5,351,747	\$ (77,372)	\$ 5,274,375	\$ 21,616
Single Family 55'	48	\$ 1,363,251	\$ 1,316,003	\$ (195,415)	\$ 1,120,588	\$ 23,346
Single Family 65'	3	\$ 85,203	\$ 82,250	\$ (12,213)	\$ 70,037	\$ 23,346
Totals	295	\$ 6,992,342	\$ 6,750,000	\$ (285,000)	\$ 6,465,000	

* Unit mix is subject to change based on marketing and other factors

TABLE 6
NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
<u>With Annexation</u>						
Single Family 40'	244	\$ 5,274,375	\$ 21,616	\$ 283,650	\$ 1,163	\$ 1,250
Single Family 55'	48	\$ 1,120,588	\$ 23,346	\$ 60,264	\$ 1,256	\$ 1,350
Single Family 65'	3	\$ 70,037	\$ 23,346	\$ 3,767	\$ 1,256	\$ 1,350
Totals	295	\$ 6,465,000		\$ 362,635		

(1) This amount includes an estimated 7% collection fees and early payment discounts when collected on the Polk County Tax Bill

* Unit mix is subject to change based on marketing and other factors

TABLE 7
NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL ASSESSMENT METHODOLOGY - PHASE 1

Owner	Property ID #'s	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
<u>District</u>						
Astoria Properties, LLC	27-26-34-000000-022030	21.25	\$74,507	\$ 1,583,281	\$ 88,809	\$ 95,494
Astoria Properties, LLC	27-26-34-000000-022020	19.99	\$74,507	\$ 1,489,401	\$ 83,543	\$ 89,832
Astoria Properties, LLC	27-26-35-000000-044010	40.14	\$74,507	\$ 2,990,724	\$ 167,756	\$ 180,382
		<u>81.38</u>		<u>\$ 6,063,406</u>	<u>\$ 340,108</u>	<u>\$ 365,708</u>
<u>Annexed Parcel</u>						
Damon Friebolin	27-26-34-000000-024120	5.39	\$74,507	\$ 401,594	\$ 22,526	\$ 24,222
Totals		86.77		\$ 6,465,000	\$ 362,635	\$ 389,930

(1) This amount includes an estimated 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Projected Bond Rate (%)	3.75%
Maximum Annual Debt Service	\$362,635

Prepared by: Governmental Management Services - Central Florida, LLC

SECTION IX

RESOLUTION 2020-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON _____, 2020, AT ____:____ A/P.M., AT THE OFFICES OF CASSIDY HOMES, 346 EAST CENTRAL AVENUE, WINTER HAVEN, FLORIDA 33880, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN LANDS WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190, AND 197, FLORIDA STATUTES.

WHEREAS, the Board of Supervisors of the North Powerline Road Community Development District (“Board”) previously adopted Resolution 2020-11, entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT ADOPTING AND CONFIRMING THE MASTER ASSESSMENT METHODOLOGY; ADOPTING AND CONFIRMING THE SECOND AMENDED AND RESTATED ENGINEER’S REPORT AS SUPPLEMENTED BY THAT FIRST SUPPLEMENTAL TO SECOND AMENDED AND RESTATED ENGINEER’S REPORT; DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, in accordance with Resolution 2020-11, a preliminary assessment roll has been prepared and all other conditions precedent set forth in Chapters 170, 190, and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“District Records Office”) and at the Offices of Cassidy Homes, 346 East Central Avenue, Winter Haven, Florida 33880 (“Local District Records Office”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. There is hereby declared a public hearing to be held at : a/p.m., on , 2020, at the Offices of Cassidy Homes, 346 East Central Avenue, Winter Haven, Florida 33880, for the purpose of hearing comment and objections to the proposed special assessment program for community improvements as identified in the preliminary assessment roll, a copy of which is on file.

Currently there is in place federal, state, and local emergency declarations (“Declarations”). In the event the Declarations remain in effect and if future orders or declarations so authorize, the meeting and public hearing may be conducted remotely, using communications media technology pursuant to Executive Orders 20-52, 20-69 and 20-139 issued by Governor DeSantis on March 9, 2020, March 20, 2020, and June 3, 2020, respectively, as such orders may be extended or supplemented, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*.

Anyone wishing to participate in the meeting and public hearing telephonically on the above date and time must call and when prompted, enter meeting ID: . Information regarding this meeting and public hearing may be obtained from the District’s website at <https://northpowerlineroadcdd.com/> or by contacting the District Manager, Jillian Burns, at jburns@gmscfl.com or by calling (407) 841-5524.

Affected parties may appear at that hearing or submit their comments in writing prior to the meeting to the office of the District Manager, Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, or by calling (407) 841-5524 or by emailing jburns@gmscfl.com.

SECTION 2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Polk County, Florida (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days’ written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 18th of June, 2020.

ATTEST:

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION X

RESOLUTION 2020-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS FOR THE EXPANSION PARCEL AS AUTHORIZED BY SECTION 197.3632, *FLORIDA STATUTES*; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Powerline Road Community Development District (the "District") is a local unit of special-purpose government duly organized and existing pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act") and was established by Ordinance 18-036 of the Board of County Commissioners of Polk County, Florida; and

WHEREAS, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect, and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the District's Board of Supervisors (the "Board") to levy, collect, and enforce special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes*; and

WHEREAS, the District previously determined its intent to utilize the Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes* (the "Uniform Method"); and

WHEREAS, effective June 16, 2020, the boundaries of the District were subsequently amended by Ordinance _____ of the Board of County Commissioners of Polk County, Florida to include approximately 5.39 additional acres of land to those lands within the boundaries of the District (the "Expansion Parcels"); and

WHEREAS, the District now desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments with respect to the Expansion Parcels;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt the Uniform Method on _____, 2020, at _____ : _____ a/p.m. at the Offices of Cassidy Homes, 346 East Central Avenue, Winter Haven, Florida 33880, for the purpose of hearing comment and objections to the District's intent to utilize the Uniform Method with respect to the Expansion Parcels.

Currently there is in place federal, state, and local emergency declarations

(“Declarations”). In the event the Declarations remain in effect and if future orders or declarations so authorize, the meeting and public hearing may be conducted remotely, using communications media technology pursuant to Executive Orders 20-52, 20-69 and 20-139 issued by Governor DeSantis on March 9, 2020, March 20, 2020, and June 3, 2020, respectively, as such orders may be extended or supplemented, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*.

Anyone wishing to participate in the meeting and public hearing telephonically on the above date and time must call _____ and when prompted, enter meeting ID: _____. Information regarding this meeting and public hearing may be obtained from the District’s website at <https://northpowerlineroadcdd.com/> or by contacting the District Manager, Jillian Burns, at jburns@gmscfl.com or by calling (407) 841-5524.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of June, 2020.

ATTEST:

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

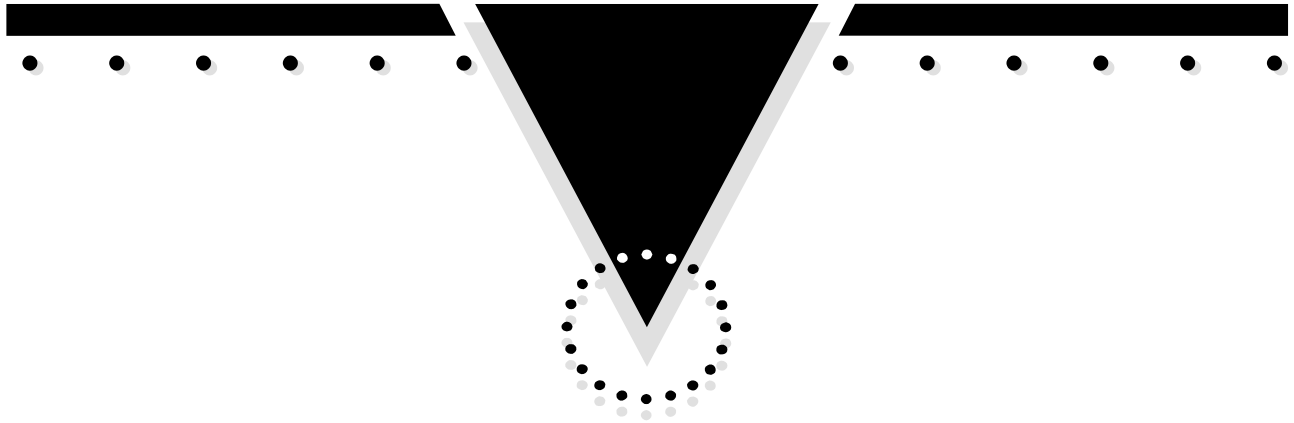
Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION XI

SECTION C

SECTION 1



NORTH POWERLINE ROAD

Community Development District

Unaudited Financial Reporting

May 31, 2020



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NORTH POWERLINE ROAD

COMMUNITY DEVELOPMENT DISTRICT

BALANCE SHEET

May 31, 2020

	General Fund	Capital Projects Fund	Totals FY20
<u>ASSETS:</u>			
<u>CASH</u>			
OPERATING ACCOUNT	\$4,582	---	\$4,582
DUE FROM DEVELOPER	\$20,000	---	\$20,000
TOTAL ASSETS	<u>\$24,582</u>	<u>\$0</u>	<u>\$24,582</u>
<u>LIABILITIES:</u>			
ACCOUNTS PAYABLE	\$18,850	\$0	\$18,850
DUE TO DEVELOPER	---	\$100,235	\$100,235
<u>FUND EQUITY:</u>			
FUND BALANCES:			
UNASSIGNED	\$5,732	---	\$5,732
RESERVED FOR CAPITAL PROJECTS	---	(\$100,235)	(\$100,235)
TOTAL LIABILITIES & FUND EQUITY	<u>\$24,582</u>	<u>\$0</u>	<u>\$24,582</u>

NORTH POWERLINE ROAD

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending May 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 05/31/20	ACTUAL THRU 05/31/20	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$131,025	\$60,000	\$60,000	\$0
BOUNDARY AMENDMENT CONTRIBUTIONS	\$0	\$0	\$888	\$888
INTEREST	\$0	\$0	\$2	\$2
TOTAL REVENUES	\$131,025	\$60,000	\$60,890	\$890
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISORS FEES	\$12,000	\$8,000	\$6,400	\$1,600
ENGINEERING	\$20,000	\$13,333	\$1,470	\$11,863
ATTORNEY	\$25,000	\$16,667	\$6,924	\$9,743
ANNUAL AUDIT	\$2,900	\$2,900	\$2,900	\$0
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	\$23,333	\$23,333	(\$0)
INFORMATION TECHNOLOGY	\$2,100	\$1,400	\$963	\$438
TELEPHONE	\$250	\$167	\$28	\$139
POSTAGE & DELIVERY	\$850	\$567	\$131	\$435
INSURANCE	\$5,500	\$5,500	\$5,125	\$375
PRINTING & BINDING	\$1,000	\$667	\$189	\$478
LEGAL ADVERTISING	\$10,000	\$6,667	\$7,699	(\$1,033)
OTHER CURRENT CHARGES	\$1,000	\$667	\$0	\$667
BOUNDARY AMENDMENT EXPENSES	\$0	\$0	\$9,347	(\$9,347)
OFFICE SUPPLIES	\$500	\$333	\$17	\$316
TRAVEL & PER DIEM	\$550	\$367	\$0	\$367
DUES, LICENSES, & FEES	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE:	\$131,025	\$80,742	\$64,702	\$16,040
TOTAL EXPENDITURES	\$131,025	\$80,742	\$64,702	\$16,040
EXCESS REVENUES (EXPENDITURES)	\$0		(\$3,812)	
FUND BALANCE - BEGINNING	\$0		\$9,544	
FUND BALANCE - ENDING	\$0		\$5,732	

NORTH POWERLINE ROAD

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

Statement of Revenues & Expenditures

For The Period Ending May 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 05/31/20	ACTUAL THRU 05/31/20	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY	\$0	\$0	\$3,931	(\$3,931)
CAPITAL OUTLAY - COSTS OF ISSUANCE	\$0	\$0	\$0	\$0
TRANSFER OUT	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$3,931	(\$3,931)
EXCESS REVENUES (EXPENDITURES)	\$0		(\$3,931)	
FUND BALANCE - BEGINNING	\$0		(\$96,304)	
FUND BALANCE - ENDING	\$0		(\$100,235)	

NORTH POWERLINE ROAD

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
REVENUES:													
DEVELOPER CONTRIBUTIONS	\$0	\$20,000	\$0	\$0	\$20,000	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
BOUNDARY AMENDMENT CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$888	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$888
INTEREST	\$0	\$0	\$0	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2
TOTAL REVENUES	\$0	\$20,000	\$0	\$0	\$20,889	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$60,890
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISORS FEES	\$1,000	\$800	\$800	\$0	\$800	\$1,000	\$0	\$2,000	\$0	\$0	\$0	\$0	\$6,400
ENGINEERING	\$118	\$353	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,470
ATTORNEY	\$2,549	\$897	\$897	\$1,657	\$0	\$0	\$924	\$0	\$0	\$0	\$0	\$0	\$6,924
ANNUAL AUDIT	\$500	\$0	\$0	\$2,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,900
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	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$23,333
INFORMATION TECHNOLOGY	\$75	\$75	\$75	\$75	\$75	\$75	\$438	\$75	\$0	\$0	\$0	\$0	\$963
TELEPHONE	\$5	\$23	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28
POSTAGE & DELIVERY	\$4	\$23	\$4	\$5	\$4	\$18	\$54	\$21	\$0	\$0	\$0	\$0	\$131
INSURANCE	\$5,125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,125
PRINTING & BINDING	\$54	\$41	\$16	\$9	\$7	\$34	\$26	\$0	\$0	\$0	\$0	\$0	\$189
LEGAL ADVERTISING	\$1,540	\$0	\$0	\$267	\$0	\$4,275	\$1,617	\$0	\$0	\$0	\$0	\$0	\$7,699
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BOUNDARY AMENDMENT EXPENSES	\$0	\$758	\$131	\$410	\$3,962	\$4,087	\$0	\$0	\$0	\$0	\$0	\$0	\$9,347
OFFICE SUPPLIES	\$3	\$3	\$3	\$3	\$0	\$3	\$3	\$0	\$0	\$0	\$0	\$0	\$17
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	\$14,064	\$5,889	\$4,841	\$8,742	\$7,765	\$12,409	\$5,978	\$5,013	\$0	\$0	\$0	\$0	\$64,702
TOTAL EXPENDITURES	\$14,064	\$5,889	\$4,841	\$8,742	\$7,765	\$12,409	\$5,978	\$5,013	\$0	\$0	\$0	\$0	\$64,702
EXCESS REVENUES/(EXPENDITURES)	(\$14,064)	\$14,111	(\$4,841)	(\$8,742)	\$13,124	\$7,591	(\$5,977)	(\$5,013)	\$0	\$0	\$0	\$0	(\$3,812)

**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)	General 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	\$ -	\$ -
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	\$ -	\$ -
FY20								
1	11/5/19	12/16/19	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ -
2	2/24/20	3/20/20	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ -
BA1-1	2/24/20	3/20/20	\$ 888.00	\$ 888.00	\$ -	\$ -	\$ 888.00	\$ -
3	3/26/20			\$ 20,000.00			\$ 20,000.00	\$ 20,000.00
Due from Developer			\$ 145,888.00	\$ 165,888.00	\$ 45,000.00	\$ 60,000.00	\$ 60,888.00	\$ 20,000.00

Total Developer Contributions FY20

\$ 60,000.00

SECTION 2



April 21, 2020

Samantha Hoxie – Recording Secretary
North Powerline Road CDD Office
219 E. Livingston Street
Orlando, Florida 32801-1508

RE: North Powerline Road Community Development District Registered Voters

Dear Ms. Hoxie,

In response to your request, there are currently no voters within the North Powerline Road Community Development District as of **April 15, 2020**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Lori Edwards".

Lori Edwards
Supervisor of Elections
Polk County, Florida

RECEIVED

APR 27 2020

BY: _____

P.O. Box 1460, Bartow, FL 33831 • PHONE: (863) 534-5888

PolkElections.com

Para asistencia en Español, por favor de llamar al (863) 534-5888