

*North Powerline Road  
Community Development District*

*Agenda*

*October 7, 2020*

# AGENDA

# *North Powerline Road*

## *Community Development District*

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

September 30, 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 **Wednesday, October 7, 2020 at 10:00 AM** via **Zoom Teleconference**.

Those wishing to attend the meeting can do so using the information below:

**Zoom Video Link:** <https://zoom.us/j/95494661508>

**Zoom Call-In Information:** 1-646-876-9923  
**Meeting ID:** 954 9466 1508

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the September 17, 2020 Board of Supervisors Meeting
4. Consideration of Second Supplemental to Second Amended and Restated Engineer's Report
5. Consideration of Supplemental Methodology Report
6. Consideration of Resolution 2021-01 Amended Delegation Resolution
7. Consideration of Construction Funding Agreement (Phases 2 and 3)
8. Consideration of Temporary Construction and Access Easement Agreements
  - A. Phase 1 Supplemental

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<sup>1</sup> Comments will be limited to three (3) minutes

- B. Phases 2 and 3
- 9. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
    - iii. Consideration of Change in Monthly Meeting Date to the 4<sup>th</sup> Wednesday of Every Month
- 10. Other Business
- 11. Supervisors Requests and Audience Comments
- 12. 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 September 17, 2020 Board of Supervisors Meeting. A copy of the minutes are enclosed for your review.

The fourth order of business is the Consideration of Second Supplemental to Second Amended and Restated Engineer's Report. The report is enclosed for your review.

The fifth order of business is the Consideration of Supplemental Methodology Report. The report is enclosed for your review.

The sixth order of business is the Consideration of Resolution 2021-01 Amended Delegation Resolution. The resolution is enclosed for your review.

The seventh order of business is the Consideration of Construction Funding Agreement (Phases 2 and 3). The agreement is enclosed for your review.

The eighth order of business is the Consideration of Temporary Construction and Access Easement Agreements. Section A is the Phase 1 Supplemental form of agreement. Section B is the form of agreement for Phases 2 and 3. A copy of the agreements are enclosed for your review.

The ninth order of business is Staff Reports. Section C is the District Manager's report. Sub-Section 1 includes the Check Register for your approval. Sub-Section 2 includes the



balance sheet and income statement for your review. Sub-Section 3 is the Consideration of Change in the Monthly Meeting Date to the 4<sup>th</sup> Wednesday of Every Month.

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

# 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, **September 17, 2020** at 10:00 a.m. via Zoom Teleconference, pursuant to Executive Order 20-69, issued by Governor DeSantis, as amended and supplemented.

Present via Zoom and constituting a quorum:

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

Also present were:

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

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**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**

**Approval of Minutes of the August 5, 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 Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Minutes of the August 5, 2020 Board of Supervisors Meeting, were approved.

#### **FOURTH ORDER OF BUSINESS**

#### **Review and Ranking of Proposals Received for Phase 2 and 3 Construction RFP and Authorizing Staff to Issue Notice of Intent to Award**

Ms. Wertz noted that they opened the bids the prior Thursday. They checked them for completeness and worked with contractors to confirm some questions they had. Ms. Wertz reviewed the ranking sheet, the original bid prices, and adjustments to the bids. After adjustments, the rankings were as follows:

Price: QGS #1, Tucker Paving #2, RIPA #3, Kearney #4

Schedule: QGS #1, Tucker Paving #2, RIPA #3, Kearney #4

Ms. Wertz noted that QGS and Tucker Paving were extremely close, with out of 100 points QGS having 100 and Tucker Paving having 99.25. She stated that all the firms were qualified to do the work. Ms. Schwenk pointed out that in their past work with QGS, at Riverstone 1, they were at least 187 days over. They were 104 days over on VillaMar, and there were 2 other projects that were over 100 days. Ms. Schwenk expressed her concern that QGS would not meet the number of days stated in their proposal, based on her work with them at other districts.

Mr. Heath inquired about the difference in days between the 1<sup>st</sup> and 2<sup>nd</sup> ranked proposers. Ms. Wertz noted that the difference was only 6 days. QGS had 195 days and Tucker Paving had 201 days. Ms. Schwenk noted that Tucker had a better track record with them regarding time.

Mr. Heath suggested that Ms. Wertz change the scoring for QGS on the understanding of scope, because they have continued to not meet their deadlines so it's possible that they do not understand the scope of work. Mr. Heath explained to the Board how not meeting the schedule causes problems with a lot of people, including investors. Ms. Wertz noted that she took QGS's score for understanding of scope down by 10% which put them in second place. Ms. Schwenk clarified that time could be more important than overall cost, because when they go over the estimated time it increases the costs. Ms. Burns asked that Ms. Wertz adjust the rankings and resend the ranking sheet, since they usually get requests for that from the proposers.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Review and Ranking of Proposals Received for Phase 2

and 3 Construction RFP with Tucker Paving #1, QGS #2, RIPA #3, and Kearney #4, and Authorizing Staff to Issue Notice of Intent to Award to Tucker Paving, was approved.

**FIFTH ORDER OF BUSINESS**

**Consideration of Engagement Letter with Bond Counsel**

Ms. Burns noted that a quote of \$45,000 was previously approved, but because of unusual circumstances they are increasing their fee to an additional \$10,000 based on the time lapse between the original fee quoted in September 2018 and the fact that we have not issued.

Mr. Van Wyk noted that this increase brought Mr. Gang's price up to what his normal rate is.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Engagement Letter with Bond Counsel, was approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of Engagement Letter with Grau & Associates for Fiscal Year 2020**

Ms. Burns noted that this is renewal on an existing contract. The total amount is \$3,000. They received a few minor comments from Michelle that they will incorporate, so they would be looking for the Board to approve as amended.

On MOTION by Mr. Heath, seconded by Mr. Chinoy, with all in favor, the Engagement Letter with Grau & Associates for Fiscal Year 2020, was approved as amended, to incorporate changes from counsel.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Rigoni had nothing further to report.

**B. Engineer**

Ms. Wertz had nothing further for the board.

**C. District Manager's Report**

**i. Approval of Check Register**

Ms. Burns stated that the check register was included in the agenda package and totaled \$41,681.77 from July 29<sup>th</sup> through August 24<sup>th</sup>.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Check Register for \$41,681.77, was approved.

**ii. Balance Sheet and Income Statement**

Ms. Burns stated that the financials were in the package and there was no action required. She asked for any questions. Hearing none,

**iii. Ratification of Kearney CO #1**

Ms. Burns noted that the Kearney change order had already been approved, she was seeking ratification.

On MOTION by Mr. Heath, seconded by Mr. Allende, with all in favor, Kearney CO #1, was ratified.

**EIGHTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**NINTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

The Board had no further comments.

**TENTH ORDER OF BUSINESS**

**Adjournment**

Ms. Burns asked for a motion to adjourn.

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

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

## SECTION IV

**NORTH POWERLINE ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**SECOND 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**

**SEPTEMBER 2020**



# **NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT**

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EXHIBIT 2- Legal Description After Boundary Amendment

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Land Use Map

EXHIBIT 5- Zoning Map

EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 7- Summary of Proposed District Facilities

EXHIBIT 8- Summary of Opinion of Probable Costs

EXHIBIT 9- Overall Site Plan

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

**I. INTRODUCTION**

The Second 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 total number of units and infrastructure development cost is unchanged.

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 195.95 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 was established under County Ordinance No. 18-036, as approved by the County Commission on June 5, 2018, further amended by County Ordinance 20-028. 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 supplemental "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 Capital Improvement 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 two (2) phases. Following is a summary of proposed lot sizes per phase:

<b>PHASE</b>	<b>LOT WIDTH</b>	<b>LOT WIDTH</b>	<b>LOT WIDTH</b>	<b>SF TOTAL</b>
	<b>40'</b>	<b>55'</b>	<b>65'</b>	
<b>PHASE 1</b>	<b>244</b>	<b>48</b>	<b>3</b>	<b>295</b>
<b>PHASE 2</b>	<b>228</b>	<b>44</b>		<b>272</b>
<b>TOTAL</b>	<b>472</b>	<b>92</b>	<b>3</b>	<b>567</b>

### **IV. THE CAPITAL IMPROVEMENTS**

The current Capital Improvement Plan, (the “CIP”), consists of public infrastructure in Phases 1 and 2. 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 in 2023. Upon completion 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**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval	LDPD-2020-10
SWFWMD ERP	43044217.002
Construction Permits	LDRES-2019-59
Polk County Health Department Water	139102-070
FDEP Sewer	CS53-0232639-046-DWCMR

## PHASE 2

Permits / Approvals	Approval / Expected Date
Zoning Approval	LDPD-2020-10
Preliminary Plat	City of Davenport Zoning Approval (7/22/20)
SWFWMD ERP	43044217.004
Construction Permits	October 2020
Polk County Health Department Water	October 2020
FDEP Sewer	October 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 and County. 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,

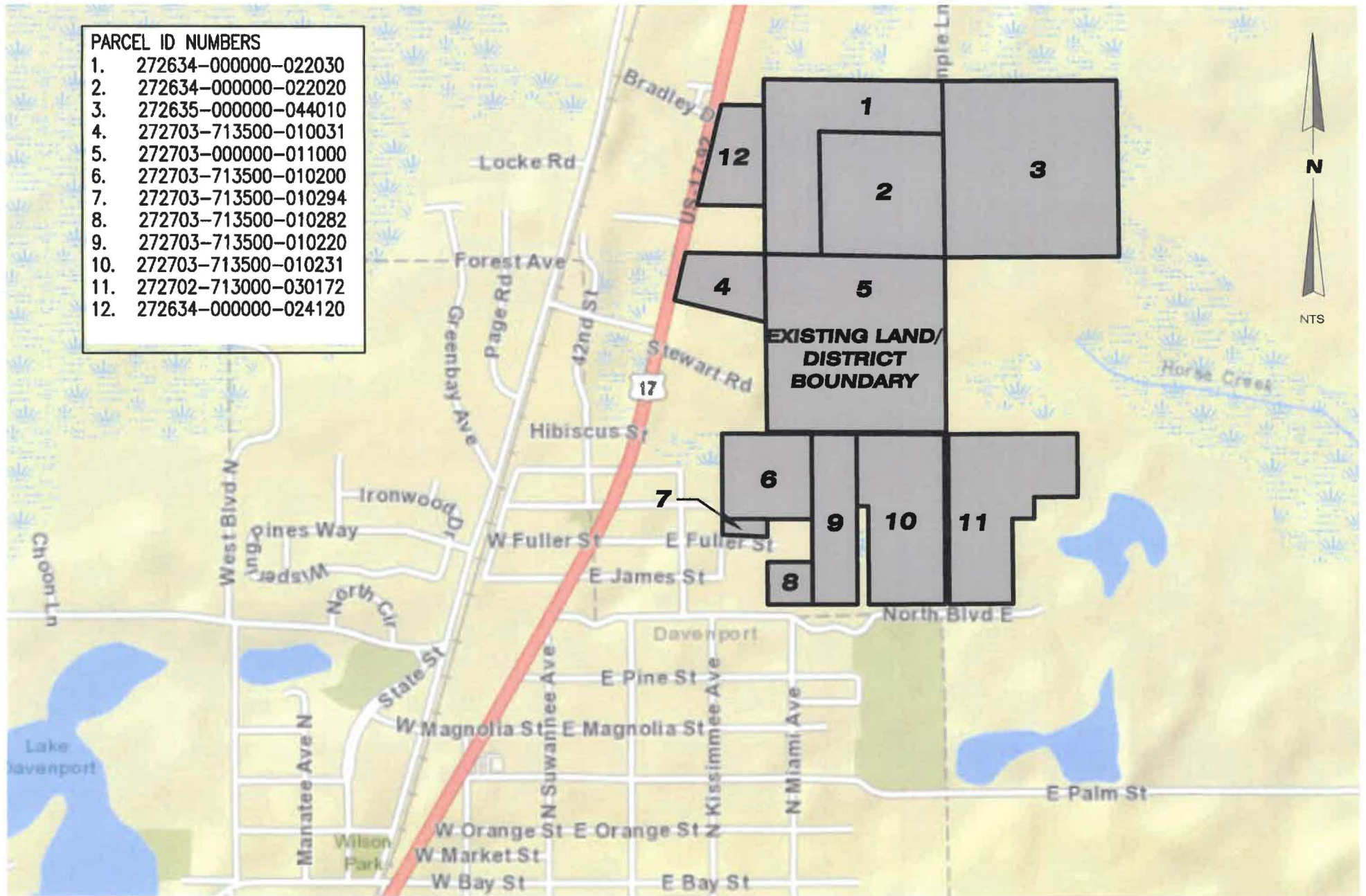
the public infrastructure improvements will benefit and add value to lands within the District at least equal to the costs of such improvements.

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



**ABSOLUTE  
ENGINEERING, INC.**

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

## EXHIBIT 1 NORTH POWERLINE ROAD CDD LOCATION MAP

SEC TWP RGE  
**34-26-27**

JOB NUMBER  
**0002.0002**

DRAWN BY  
**ROA**

DATE  
**10-02-2020**

SHEET  
**1**



## **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.

**EXHIBIT 2**  
**NORTH POWERLINE ROAD CDD**  
**LEGAL DESCRIPTION**

SHEET	1
DATE	10-02-2020
DRAWN BY	ROA
JOB NUMBER	0002.0002
SEC TWP RGE	34-26-27

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

### 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.

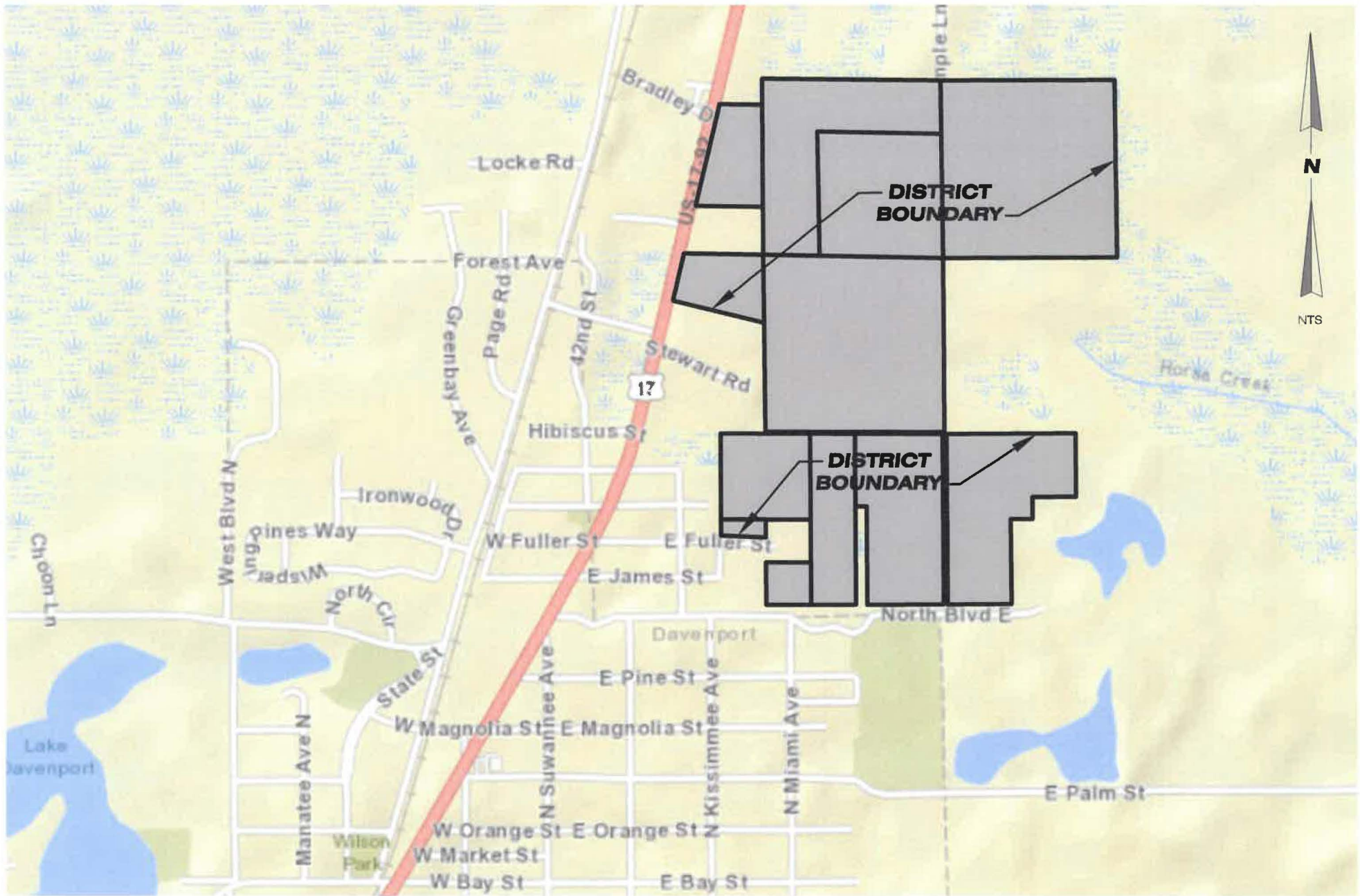
NOTE: SUBJECT TO AN EASEMENT TO FLORIDA POWER CO. FOR POWER LINE AS OF RECORD AND/OR IN USE.

CONTAINING 195.95 ACRES MORE OR LESS.

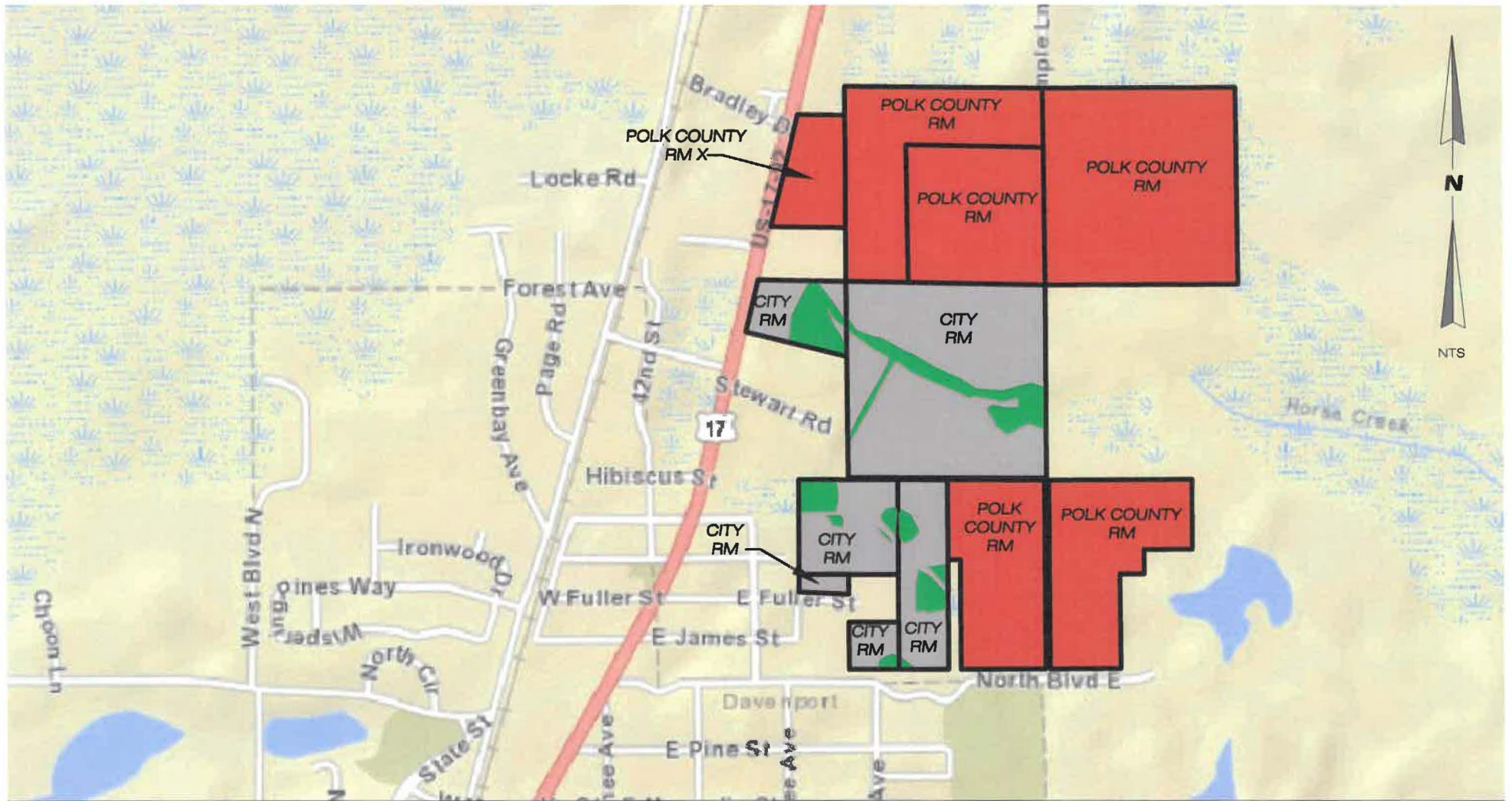
## EXHIBIT 2 NORTH POWERLINE ROAD CDD LEGAL DESCRIPTION

SEC TWP RGE	DRAWN BY	DATE	SHEET
34-26-27	ROA	10-02-2020	1





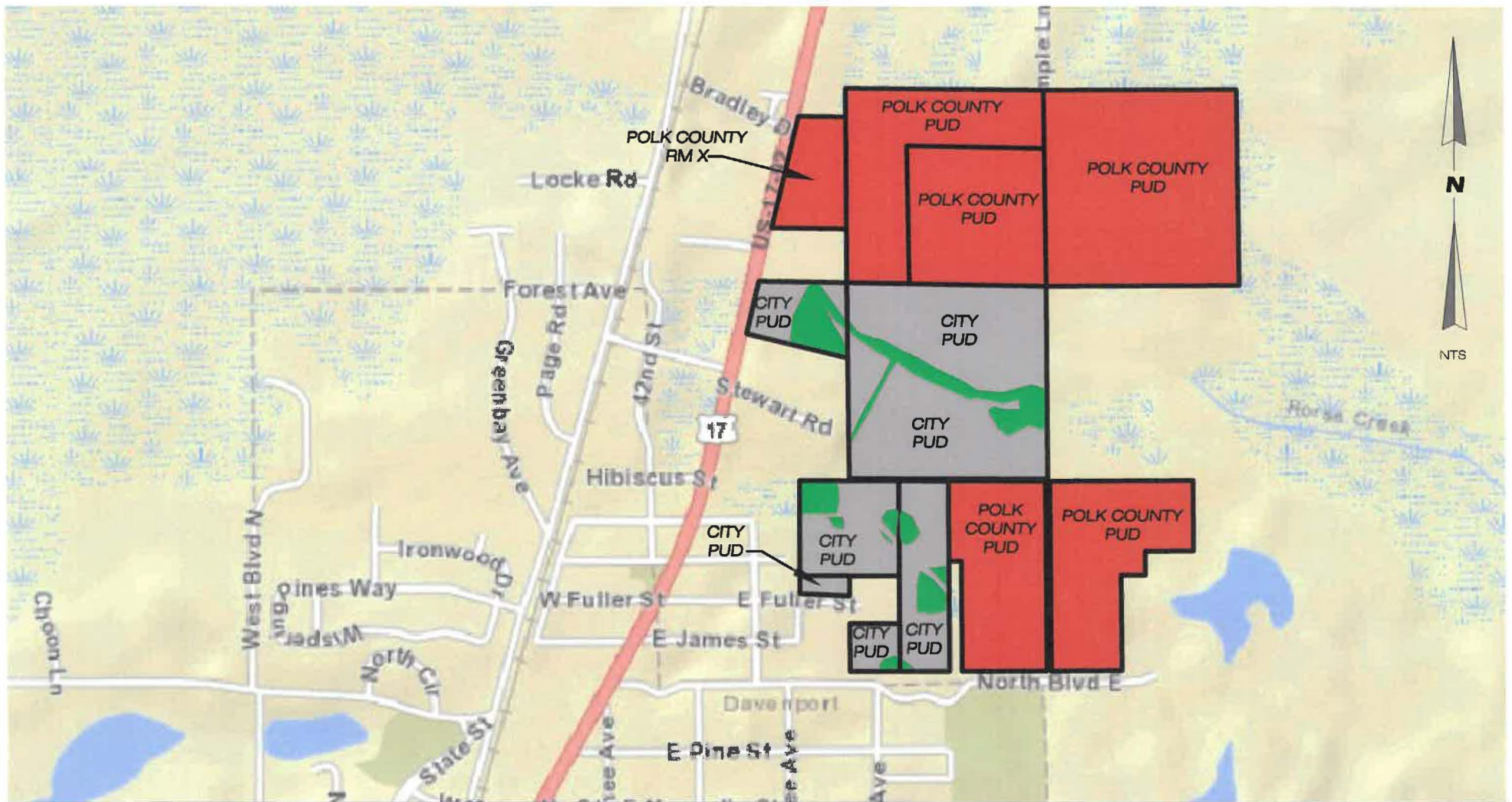




**LEGEND**

- 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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(813) 344-0100 FAX

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C.A. NO. 28358 TAMPA, FLORIDA 33602

### EXHIBIT 5 NORTH POWERLINE ROAD CDD ZONING MAP

SEC TWP RGE  
**34-26-27**

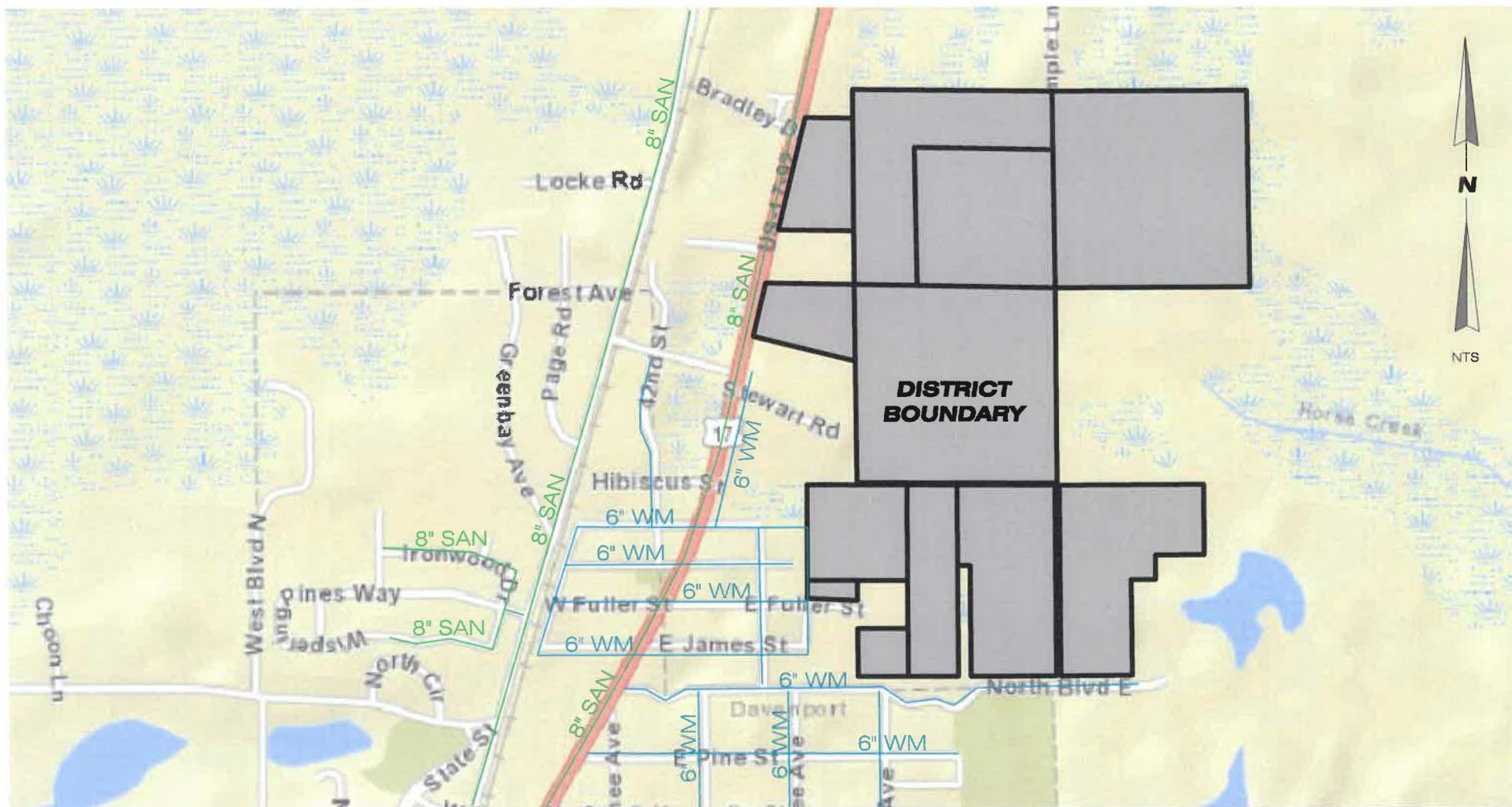
JOB NUMBER  
**0002.0002**

DRAWN BY  
**ROA**

DATE  
**10-02-2020**

SHEET  
**1**





#### LEGEND

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



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ENGINEERING, INC.

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### COMPOSITE EXHIBIT 6 NORTH POWERLINE ROAD CDD WATER & SEWER (C.O.D.)

SEC TWP RGE  
**34-26-27**

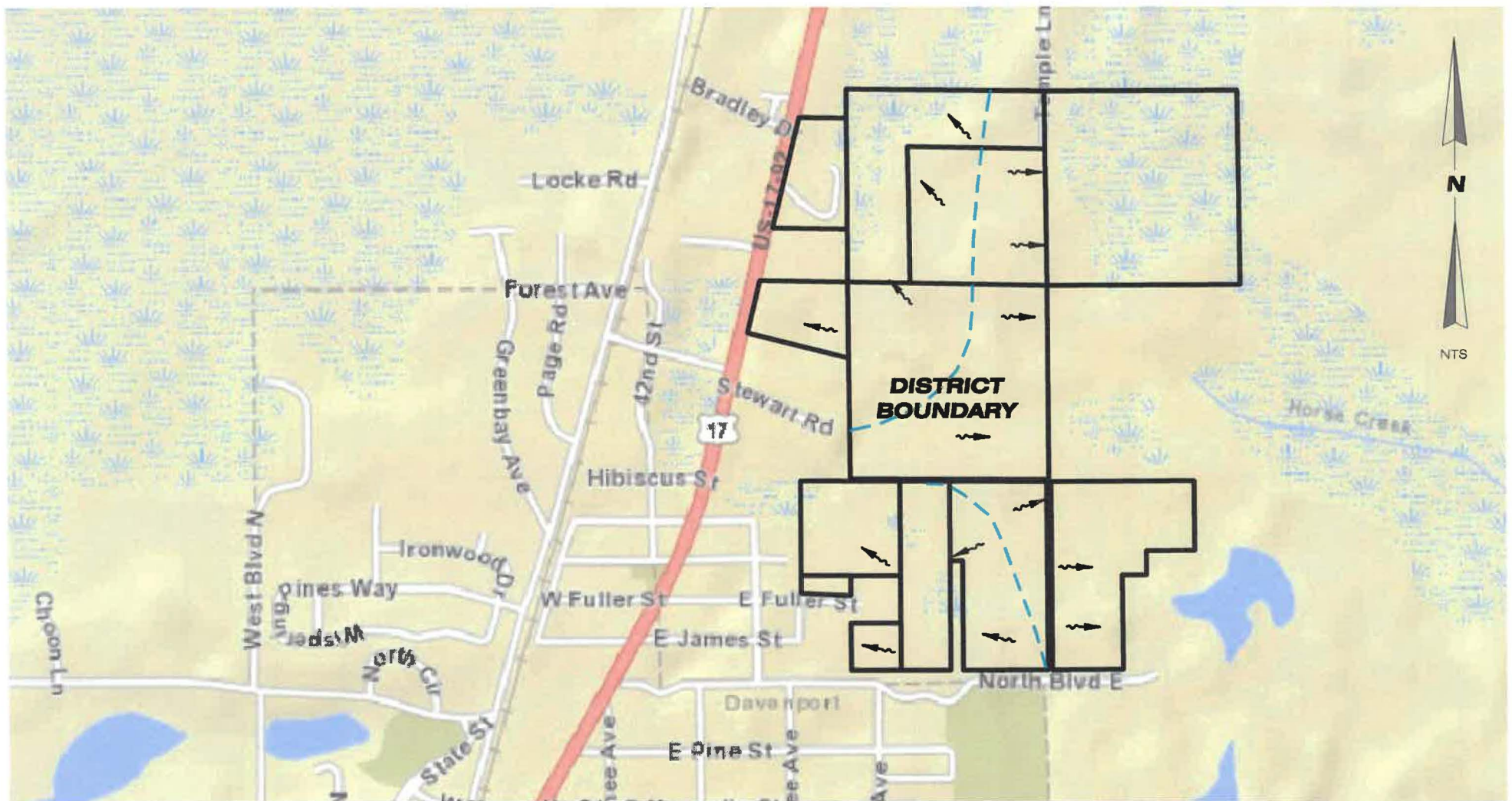
JOB NUMBER  
**0002.0002**

DRAWN BY  
**ROA**

DATE  
**10-02-2020**

SHEET  
**1**





#### LEGEND

-  FLOW DIRECTION
-  DRAINAGE



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### COMPOSITE EXHIBIT 6 NORTH POWERLINE ROAD CDD DRAINAGE FLOW PATTERN MAP

SEC TWP RGE  
34-26-27

JOB NUMBER  
0002.0002

DRAWN BY  
ROA

DATE  
10-02-2020

SHEET  
1

**Exhibit 7**  
**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	District**	District Bonds	District***
Road Construction	District	District	District Bonds	District
Parks & Amenities	District	District	District Bonds	District
Offsite Improvements	District	FDOT	District Bonds	FDOT

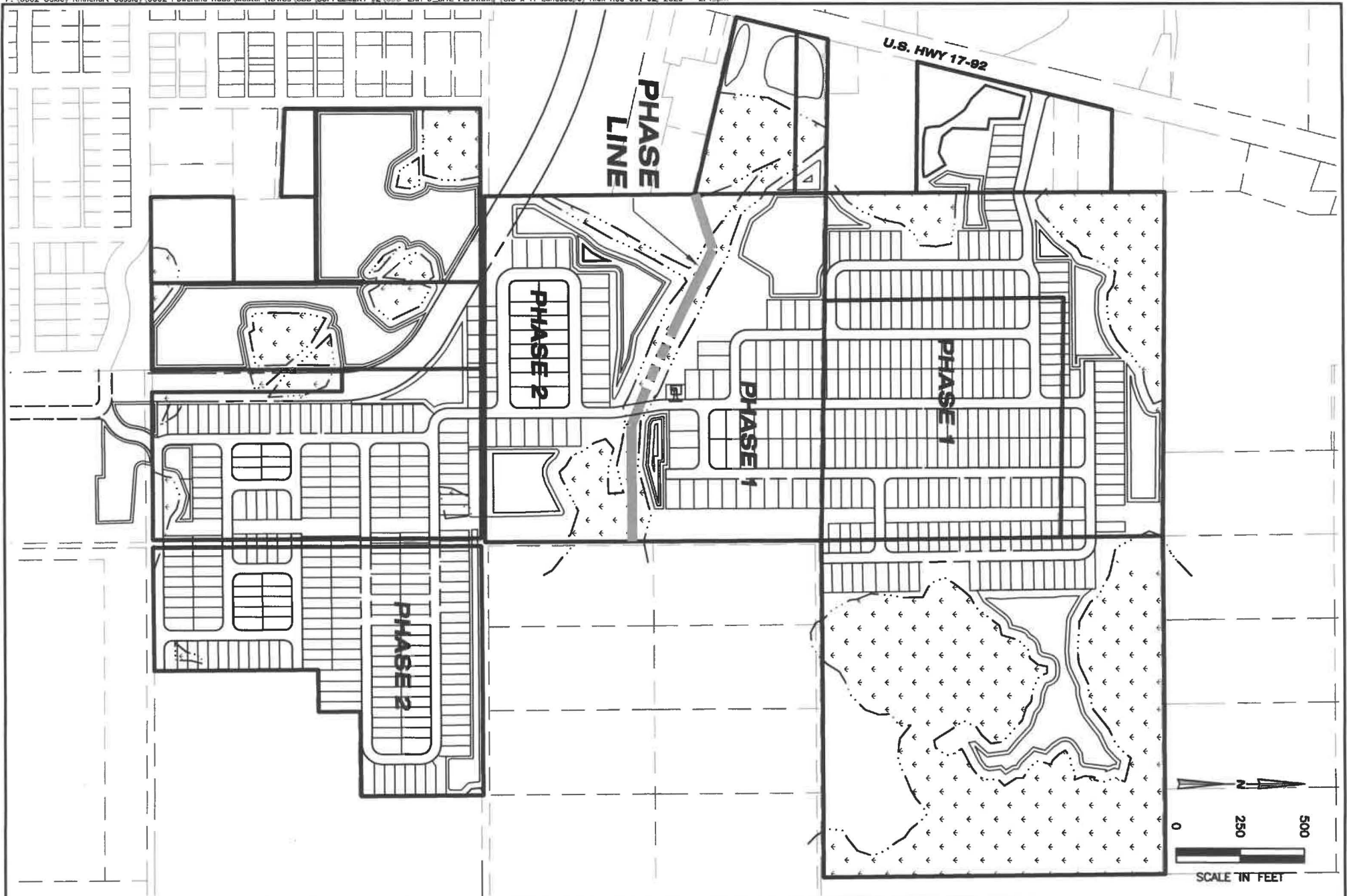
- \*Costs not funded by bonds will be funded by the developer  
\*\* District will fund undergrounding of electrical conduit only  
\*\*\*District will fund street lighting maintenance services

**Exhibit 8**  
**North Powerline Road**  
**Community Development District**  
**Summary of Probable Cost**

<b><u>Infrastructure</u></b>	<b><u>Phase 1 (295 Lots)</u></b> <b><u>2020-2023</u></b>	<b><u>Phase 2 (272 Lots)</u></b> <b><u>2020-2023</u></b>	<b><u>Total</u></b> <b><u>(567 Lots)</u></b>
Offsite Improvements <sup>(1)(5)(7)(11)</sup>	\$1,150,467	\$1,060,770	\$2,211,237
Stormwater Management <sup>(1)(2)(3)(5)(6)(7)</sup>	\$1,936,035	\$1,785,089	\$3,721,124
Utilities (Water, Sewer, & Street Lighting) <sup>(1)(5)(7)(9)(11)</sup>	\$1,765,823	\$1,628,148	\$3,393,971
Roadway <sup>(1)(4)(5)(7)</sup>	\$878,980	\$1,897,225	\$2,776,205
Entry Feature <sup>(1)(7)(8)(9)(11)</sup>	\$109,348	\$100,823	\$210,171
Parks and Amenities <sup>(1)(7)(11)</sup>	\$459,264	\$423,456	\$882,720
Contingency <sup>(11)</sup>	<u>\$692,425</u>	<u>\$638,440</u>	<u>\$1,330,865</u>
<b>TOTAL</b>	<b>\$6,992,342</b>	<b>\$7,533,951</b>	<b>\$14,526,293</b>

**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).



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## EXHIBIT 9 - SITE PLAN NORTH POWERLINE ROAD CDD

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S34-26S-27E	19-0020-0001	ROA	10-02-2020	1

## SECTION V

**SUPPLEMENTAL  
ASSESSMENT METHODOLOGY**

**FOR**

**NORTH POWERLINE ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: October 7, 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 \$12,430,000 of tax exempt bonds (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Capital Improvement Plan”) within the District more specifically described in the Second Supplemental to Second Amended and Restated Engineer’s Report for Capital Improvements dated September 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 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 the District boundaries. This Assessment Report allocates the debt to properties based on the special benefits each receives from the 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 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 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 in Polk County, Florida. The development program for the District currently envisions approximately 567 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 \$14,526,293. 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, is \$12,430,000. JMBI Real Estate, LLC and GLK Real Estate, LLC as developers (the "Developer") would fund any additional funds needed to complete the Capital Improvement Plan. 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.

## **2.0 Assessment Methodology**

### **2.1 Overview**

The District expects to issue \$12,430,000 in Bonds to fund a portion 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 \$12,430,000 in debt to the properties 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 approved 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 \$14,526,293. 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 \$12,430,000. 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 the District is completed. Until the platting process occurs, the Improvement Plan funded by District bonds benefits all developable property 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 equally 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 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 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. 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 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 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 the 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 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 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

Land Use*	Phase 1	Phase 2	Total Assessable		Total ERUs
			Units	ERUs per Unit (1)	
Single Family 40'	244	228	472	1.00	472
Single Family 55'	48	44	92	1.25	115
Single Family 65'	3	0	3	1.25	4
Total Units	295	272	567		591

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

\* 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

Capital Improvement Plan ("CIP") (1)	Phase 1 Cost Estimate	Phase 2 Cost Estimate	Total Cost Estimate
Offsite Improvements	\$ 1,150,467	\$ 1,060,770	\$ 2,211,237
Stormwater Management	\$ 1,936,035	\$ 1,785,089	\$ 3,721,124
Utilities (Water, Sewer, & Street Lighting)	\$ 1,765,823	\$ 1,628,148	\$ 3,393,971
Roadway	\$ 878,980	\$ 1,897,225	\$ 2,776,205
Entry Feature	\$ 109,348	\$ 100,823	\$ 210,171
Parks and Amenities	\$ 459,264	\$ 423,456	\$ 882,720
Contingencies	\$ 692,425	\$ 638,440	\$ 1,330,865
	\$ 6,992,342	\$ 7,533,951	\$ 14,526,293

(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 Second Supplemental to Second Amended and Restated Engineer's Report dated September 2020.

Prepared by: Governmental Management Services - Central Florida, LLC

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

Description	Total
Construction Funds	\$ 10,765,382
Debt Service Reserve	\$ 718,819
Capitalized Interest	\$ 497,200
Underwriters Discount	\$ 248,600
Cost of Issuance	\$ 200,000
Contingency	\$ -
<b>Par Amount*</b>	<b>\$ 12,430,000</b>

Bond Assumptions:

Average Coupon	4.00%
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

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

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family 40'	472	1.00	472	79.90%	\$ 11,606,281	\$ 24,590
Single Family 55'	92	1.25	115	19.47%	\$ 2,827,801	\$ 30,737
Single Family 65'	3	1.25	4	0.63%	\$ 92,211	\$ 30,737
Totals	567		591	100.00%	\$ 14,526,293	

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

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

Land Use	No. of Units *	Total Improvements Costs	Par - Prior to Developer Contribution	Developer Contribution	Revised Par at Issue Per Product Type	Per Unit Revised Par
<u>Phase 1</u>						
Single Family 40'	244	\$ 5,999,857	\$ 5,115,917	\$ -	\$ 5,115,917	\$ 20,967
Single Family 55'	48	\$ 1,475,375	\$ 1,258,012	\$ (171,089)	\$ 1,086,923	\$ 22,644
Single Family 65'	3	\$ 92,211	\$ 78,626	\$ (10,694)	\$ 67,932	\$ 22,644
Phase 1 Total	295	\$ 7,567,443	\$ 6,452,555	\$ (181,783)	\$ 6,270,772	
<u>Phase 2</u>						
Single Family 40'	228	\$ 5,606,424	\$ 5,162,882	\$ -	\$ 5,162,882	\$ 22,644
Single Family 55'	44	\$ 1,352,427	\$ 1,245,432	\$ (249,086)	\$ 996,346	\$ 22,644
Phase 2 Total	272	\$ 6,958,850	\$ 6,408,314	\$ (249,086)	\$ 6,159,228	\$ 45,288
Totals	567	\$ 14,526,293	\$ 12,860,869	\$ (430,869)	\$ 12,430,000	

\* 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

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>Phase 1</u>						
Single Family 40'	244	\$ 5,115,917	\$ 20,967	\$ 305,000	\$ 1,250	\$ 1,344
Single Family 55'	48	\$ 1,086,923	\$ 22,644	\$ 64,800	\$ 1,350	\$ 1,452
Single Family 65'	3	\$ 67,932	\$ 22,644	\$ 4,050	\$ 1,350	\$ 1,452
Phase 1 Total	295	\$ 6,270,772		\$ 373,850		
<u>Phase 2</u>						
Single Family 40'	228	\$ 5,162,882	\$ 22,644	\$ 307,800	\$ 1,350	\$ 1,452
Single Family 55'	44	\$ 996,346	\$ 22,644	\$ 59,400	\$ 1,350	\$ 1,452
Phase 2 Total	272	\$ 6,159,228		\$ 367,200		
Totals	567	\$ 12,430,000		\$ 718,819		

(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

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)
<b><u>District</u></b>						
JMBI Real Estate LLC	27-26-34-000000-022030	21.25	\$63,435	\$ 1,347,984	\$ 77,953	\$ 83,820
JMBI Real Estate LLC	27-26-34-000000-022020	19.99	\$63,435	\$ 1,268,057	\$ 73,331	\$ 78,850
JMBI Real Estate LLC	27-26-35-000000-044010	40.14	\$63,435	\$ 2,546,263	\$ 147,249	\$ 158,332
JMBI Real Estate LLC	27-27-03-713500-010031	6.47	\$63,435	\$ 410,422	\$ 23,734	\$ 25,521
JMBI Real Estate LLC	27-27-03-000000-011000	40.79	\$63,435	\$ 2,587,495	\$ 149,633	\$ 160,896
JMBI Real Estate LLC	27-27-03-713500-010200	10.06	\$63,435	\$ 638,152	\$ 36,904	\$ 39,682
JMBI Real Estate LLC	27-27-03-713500-010294	1.10	\$63,435	\$ 69,778	\$ 4,035	\$ 4,339
Astoria Properties, LLC	27-27-03-713500-010282	2.47	\$63,435	\$ 156,683	\$ 9,061	\$ 9,743
JMBI Real Estate LLC	27-27-03-713500-010220	9.90	\$63,435	\$ 628,002	\$ 36,317	\$ 39,050
Astoria Properties, LLC	27-27-03-713500-010231	18.26	\$63,435	\$ 1,158,315	\$ 66,985	\$ 72,026
Astoria Properties, LLC	27-27-02-713000-030172	20.13	\$63,435	\$ 1,276,937	\$ 73,844	\$ 79,403
JMBI Real Estate LLC	27-26-34-000000-024120	5.39	\$63,435	\$ 341,912	\$ 19,773	\$ 21,261
<b>Totals</b>		<b>195.95</b>		<b>\$ 12,430,000</b>	<b>\$ 718,819</b>	<b>\$ 772,923</b>

(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 (%)	4.00%
Maximum Annual Debt Service	\$718,819

Prepared by: Governmental Management Services - Central Florida, LLC

## SECTION VI

## **RESOLUTION NO. 2021-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT AMENDING AND SUPPLEMENTING RESOLUTION NO. 2020-02 TO AMEND CERTAIN PROVISIONS OF SECTIONS 1 AND 5 AND AMENDING SCHEDULE I THEREOF RELATING TO THE CONDITIONS FOR THE ISSUANCE OF, AND USE OF PROCEEDS OF ITS NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020 (SERIES 2020 PROJECT) (THE "SERIES 2020 BONDS"); RATIFYING AND CONFIRMING ALL ACTIONS HERETOFORE TAKEN RELATING TO THE SALE OF THE SERIES 2020 BONDS; PROVIDING FOR INCIDENTAL ACTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, North Powerline Road Community Development District (the "District") is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and created by Resolution No. 387-18 adopted by the City Commission of the City of Davenport, Florida on March 19, 2018 and Ordinance No. 18-036 enacted by the Board of County Commissioners of Polk County, Florida on June 5, 2018, as further amended by Ordinance No. 2020-028 enacted by the Board of County Commissioners of Polk County, Florida on June 16, 2020; and

**WHEREAS**, the District originally determined to undertake, in three phases, the acquisition and/or construction of public infrastructure improvements for the special benefit of the lands in the District (the "District Lands"), as described more particularly in the North Powerline Road Community Development District Engineer's Report for Capital Improvements Second Amended and Restated dated February 2020 (the "Prior Engineer's Report") and prepared by Absolute Engineering, Inc. (the "District Engineer"), and summarized in Schedule I attached to Resolution No. 2020-02 adopted by the Board of Supervisors of the District (the "Board") on February 5, 2020 (the "Original Delegation Resolution"), as supplemented by that First Supplemental to Second Amended and Restated Engineer's Report for Capital Improvements dated March 2020, and referred to therein as "Phase 1" (the "Original Series 2020 Project"); and

**WHEREAS**, the District now desires to expand the scope of the Original Series 2020 Project as described in the Prior Engineer's Report to include two phases instead of one phase of development and increasing the original developable units from 251 to 567 (the "Series 2020 Project"), as described more particularly as "Phase 1" comprising 295 lots, and "Phase 2" comprising 272 lots, respectively, in the North Powerline Road Community Development District Second Supplemental to Second Amended and Restated Engineer's Report for Capital Improvements dated September 2020 (the "Engineer's Report") and prepared by the District Engineer, and summarized in Schedule I attached hereto; and

**WHEREAS**, the District Lands benefited by the Series 2020 Project and securing repayment of the Series 2020 Bonds (the "Series 2020 Assessment Area") are anticipated to be (i) owned by JMBI Real Estate, LLC, a Florida limited liability company, comprising Phase 1, and



(ii) GLK Real Estate, LLC, a Florida limited liability company, comprising Phase 2, which landowners will develop their respective portions of the Series 2020 Assessment Area; and

**WHEREAS**, the Series 2020 Project is to be financed with proceeds of the Series 2020 Bonds authorized to be issued pursuant to the Original Delegation Resolution and this Amendment to Original Delegation Resolution; and

**WHEREAS**, the District now desires to amend the provisions of the Original Delegation Resolution to increase the maximum principal amount of Series 2020 Bonds that can be issued pursuant to Sections 1 and 5 thereof from \$7,535,000 to \$13,500,000 to more fully reflect the costs of financing the Series 2020 Project; and

**WHEREAS**, the District also desires to amend the provision of the Original Delegation Resolution regarding optional redemption of the Series 2020 Bonds pursuant to Section 5 thereof; and

**WHEREAS**, the District also desires to amend the description of the Series 2020 Project as described in the Engineer's Report and attached hereto as Schedule I; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of North Powerline Road Community Development District, as follows:

**Section 1. Defined Terms.** Any term used herein and not otherwise defined shall have the meaning given to such term in the Original Delegation Resolution.

**Section 2. Amendment of Section 1 of the Original Delegation Resolution.** Section 1 of the Original Delegation Resolution is hereby amended in its entirety to read as follows:

"There are hereby authorized and directed to be issued: the North Powerline Road Community Development District Special Assessment Bonds, Series 2020 (the "Series 2020 Bonds") in an aggregate principal amount not to exceed \$13,500,000, for the purposes of (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2020 Project, (ii) making a deposit to the Series 2020 Reserve Account in an amount equal to the Series 2020 Reserve Requirement, (iii) funding a portion of the interest coming due on the Series 2020 Bonds, and (iv) paying certain costs of issuance in respect of the Series 2020 Bonds. The Series 2020 Bonds shall be issued under and secured by the Indenture, the form of which by reference is hereby incorporated into this resolution as if set forth in full herein."

**Section 3. Amendment of Sections 5(i) and (iii) of the Original Delegation Resolution.** Sections 5(i) and (iii) of the Original Delegation Resolution are hereby amended in their entirety to read as follows:

"(i) If the Series 2020 Bonds are subject to optional redemption, which determination will be made on or before the sale date of the Series 2020 Bonds, the first optional call date and the redemption price shall be determined on or before the Bond Purchase Contract is executed by the District;"

"(iii) The aggregate principal amount of the Series 2020 Bonds shall not exceed \$13,500,000;"

**Section 4. Public Meetings.** It is hereby found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of the District, pursuant to all applicable laws and orders including but not limited to Executive Order 20-69 issued by Governor DeSantis, as amended and supplemented, and Section 120.54(5)(b)2, Florida Statutes, and that all deliberations of the District that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

**Section 5. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**Section 6. Inconsistent Proceedings.** All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

**Section 7. Ratification of Original Delegation Resolution.** Except to the extent previously modified and/or hereby modified, the Original Delegation Resolution of the District is hereby ratified, confirmed and approved in all respects.

**Section 8. Effective Date.** This Resolution shall take effect immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

**PASSED** in Public Session of the Board of Supervisors of North Powerline Road Community Development District, this 7th day of October, 2020.

**NORTH POWERLINE ROAD  
COMMUNITY DEVELOPMENT  
DISTRICT**

Attest:

---

Secretary, Board of Supervisors

---

Chairperson, Board of Supervisors

## **SCHEDULE 1**

### **DESCRIPTION OF THE SERIES 2020 PROJECT**

The Series 2020 Project includes Phases 1 and 2 of the following improvements:

<b>Infrastructure</b>	<b>Phase 1 (295 Lots) 2020-2023</b>	<b>Phase 2 (272 Lots) 2020-2023</b>	<b>Total (567 Lots)</b>
Offsite Improvements <sup>(1)(5)(7)(11)</sup>	\$1,150,467	\$1,060,770	\$ 2,211,237
Stormwater Management <sup>(1)(2)(3)(5)(6)(7)</sup>	1,936,035	1,785,089	3,721,124
Utilities (Water, Sewer, & Street Lighting) <sup>(1)(5)(7)(9)(11)</sup>	1,765,823	1,628,148	3,393,971
Roadway <sup>(1)(4)(5)(7)</sup>	878,980	1,897,225	2,776,205
Entry Feature <sup>(1)(7)(8)(9)(11)</sup>	109,348	100,823	210,171
Parks and Amenities <sup>(1)(7)(11)</sup>	459,264	423,456	882,720
Contingency <sup>(11)</sup>	692,425	638,440	1,330,865
<b>TOTAL</b>	<b>\$6,992,342</b>	<b>\$7,533,951</b>	<b>\$14,526,293</b>

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 other 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).

Source: North Powerline Road Community Development District Second Supplemental to Second Amended and Restated Engineer's Report for Capital Improvements dated September 2020, prepared by Absolute Engineering, Inc.

## SECTION VII

**CONSTRUCTION FUNDING AGREEMENT BETWEEN NORTH  
POWERLINE ROAD COMMUNITY DEVELOPMENT  
DISTRICT AND \_\_\_\_\_ (PHASES 2 AND 3)**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 7<sup>th</sup> day of October 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

\_\_\_\_\_, a Florida \_\_\_\_\_, an owner of certain lands within the District, with a mailing address of \_\_\_\_\_ and its successors and assigns (“Developer”)

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the Board of County Commissioners in and for Polk County, Florida (“County”), as approved and consented to by the Board of City Commissioners 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 Developer is the owner and/or developer of certain undeveloped lands **WHEREAS**, the Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District known as Phases 2 and 3 (hereinafter the "Development") upon which the District's improvements have been or will be made; and

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

**WHEREAS**, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated master improvements and facilities within the Development, which are described in the *Engineer’s Report for Capital Improvements Second Amended and Restated*, dated March 2020, attached hereto as **Exhibit A** including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the “Improvements”); and

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



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

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

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

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

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

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

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

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

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

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

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

A. If to District: North Powerline Road Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

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

B. If to Developer: \_\_\_\_\_  
\_\_\_\_\_

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

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

10. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or

for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

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

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

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

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

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

*[Signatures on next page]*

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

ATTEST:

**NORTH POWERLINE ROAD  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Lauren O. Schwenk  
Vice Chairperson, Board of Supervisors

WITNESS:

**[DEVELOPER TO BE ADDED HERE]**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_

**Exhibit A:**     *Engineer's Report for Capital Improvements Second Amended and Restated,*  
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**

**MARCH 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 567 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 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:

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

### **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**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
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**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
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**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
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.

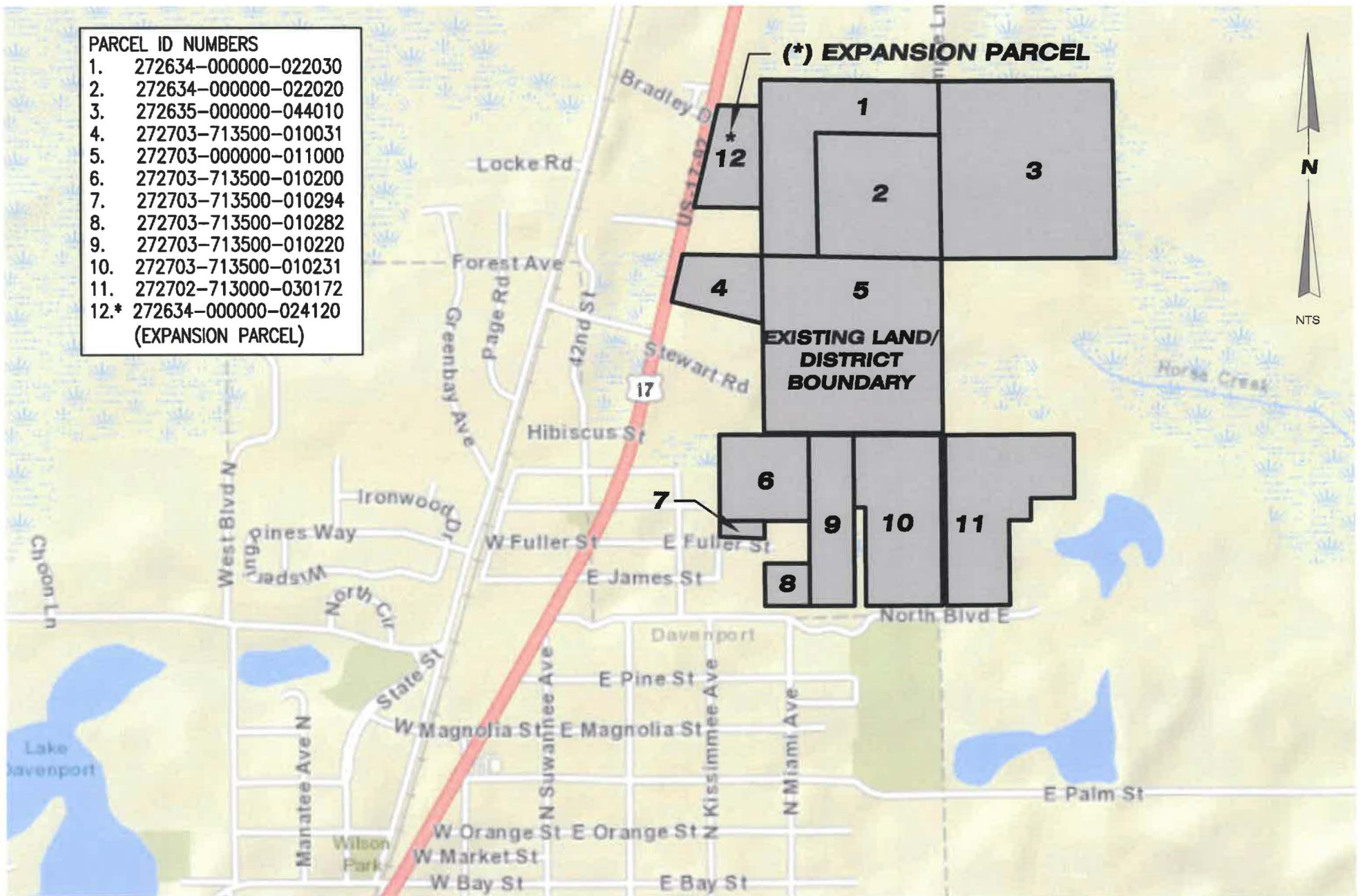
The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the County. However, labor market, future costs of equipment, 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)



**ABSOLUTE  
ENGINEERING, INC.**

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(813) 344-0100 FAX

C.A. NO. 28358

1000 N. ASHLEY DRIVE, SUITE 925  
TAMPA, FLORIDA 33602

## **EXHIBIT 1 NORTH POWERLINE ROAD CDD LOCATION MAP**

SEC TWP RGE  
**34-26-27**

JOB NUMBER  
**0002.0002**

DRAWN BY  
**ROA**

DATE  
**1-29-2020**

SHEET  
**1**



## **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  
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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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SEE SHEET 3 FOR CONTINUATION

**EXHIBIT 3**  
**NORTH POWERLINE ROAD CDD**  
**LEGAL DESCRIPTION AFTER BOUNDARY AMENDMENT**

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

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## **LEGAL DESCRIPTION:**

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### **PARCEL 9 (272703-713500-010220)**

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### **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 (272634-000000-024120)**

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.

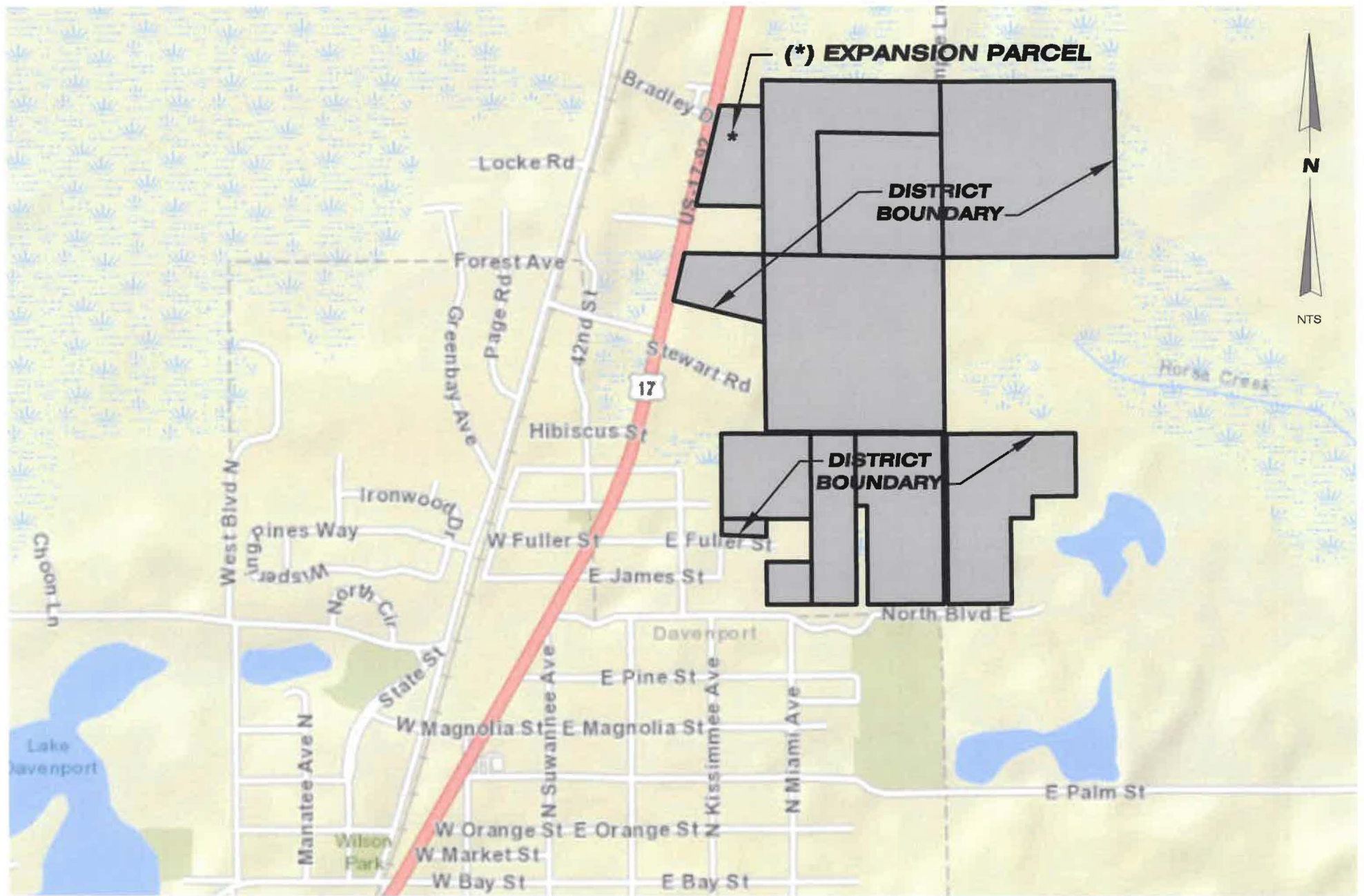
NOTE: SUBJECT TO AN EASEMENT TO FLORIDA POWER CO. FOR POWER LINE AS OF RECORD AND/OR IN USE.

CONTAINING 195.95 ACRES MORE OR LESS.

**EXHIBIT 3**  
**NORTH POWERLINE ROAD CDD**  
**LEGAL DESCRIPTION AFTER BOUNDARY AMENDMENT**

SEC TWP RGE <b>34-26-27</b>	JOB NUMBER <b>0002.0002</b>	DRAWN BY <b>ROA</b>	DATE <b>1-29-2020</b>	SHEET <b>5</b>
--------------------------------	--------------------------------	------------------------	--------------------------	-------------------

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



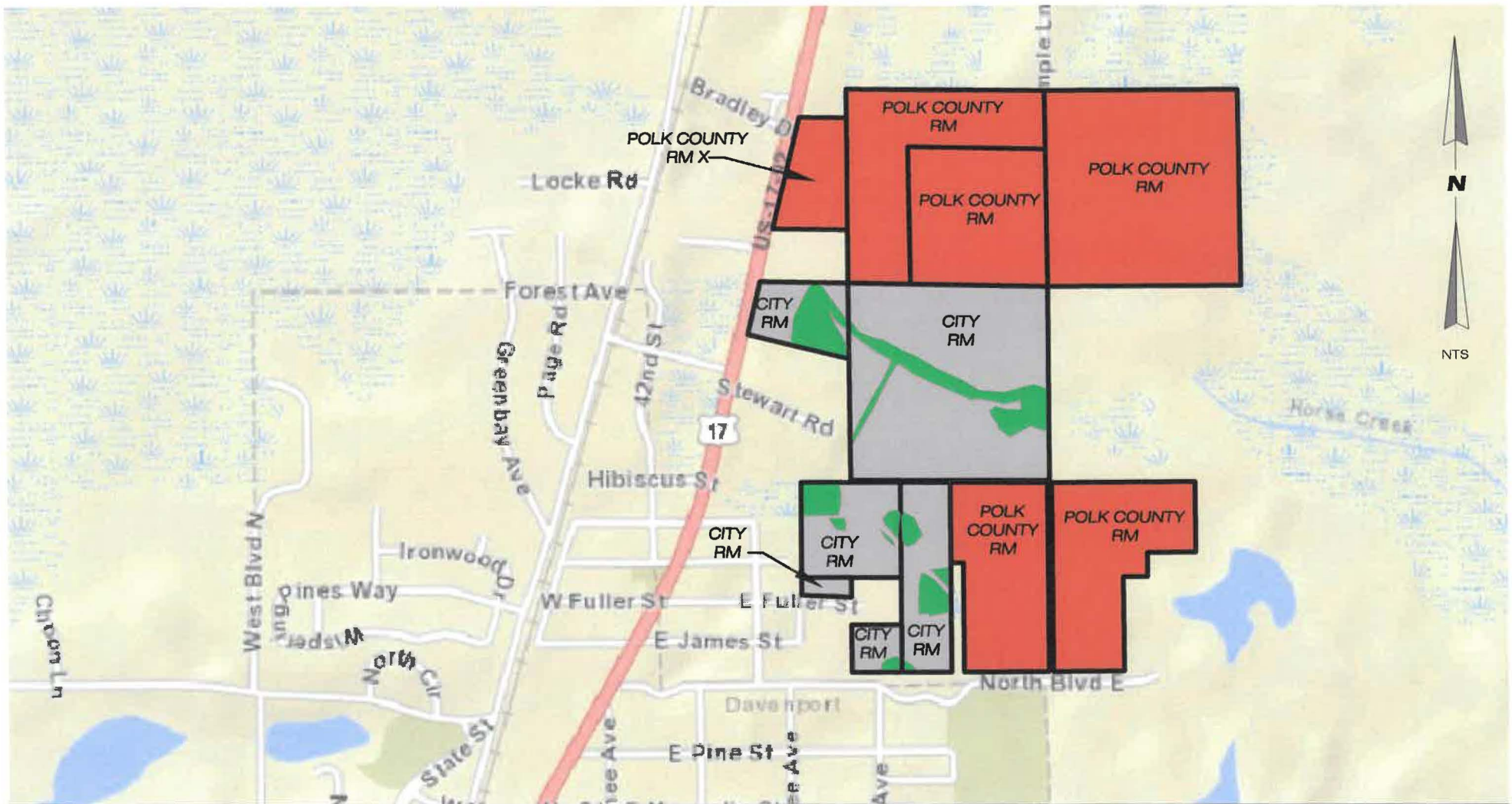
**ABSOLUTE  
ENGINEERING, INC.**

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

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

SEC TWP RGE <b>34-26-27</b>	JOB NUMBER <b>0002.0002</b>	DRAWN BY <b>ROA</b>	DATE <b>1-29-2020</b>	SHEET <b>6</b>
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#### LEGEND

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



(813) 221-1516 TEL  
(813) 344-0100 FAX

C.A. NO. 28358

1000 N. ASHLEY DRIVE, SUITE 925  
TAMPA, FLORIDA 33602

#### EXHIBIT 5 NORTH POWERLINE ROAD CDD 2030 FUTURE LAND USE

SEC TWP RGE  
**34-26-27**

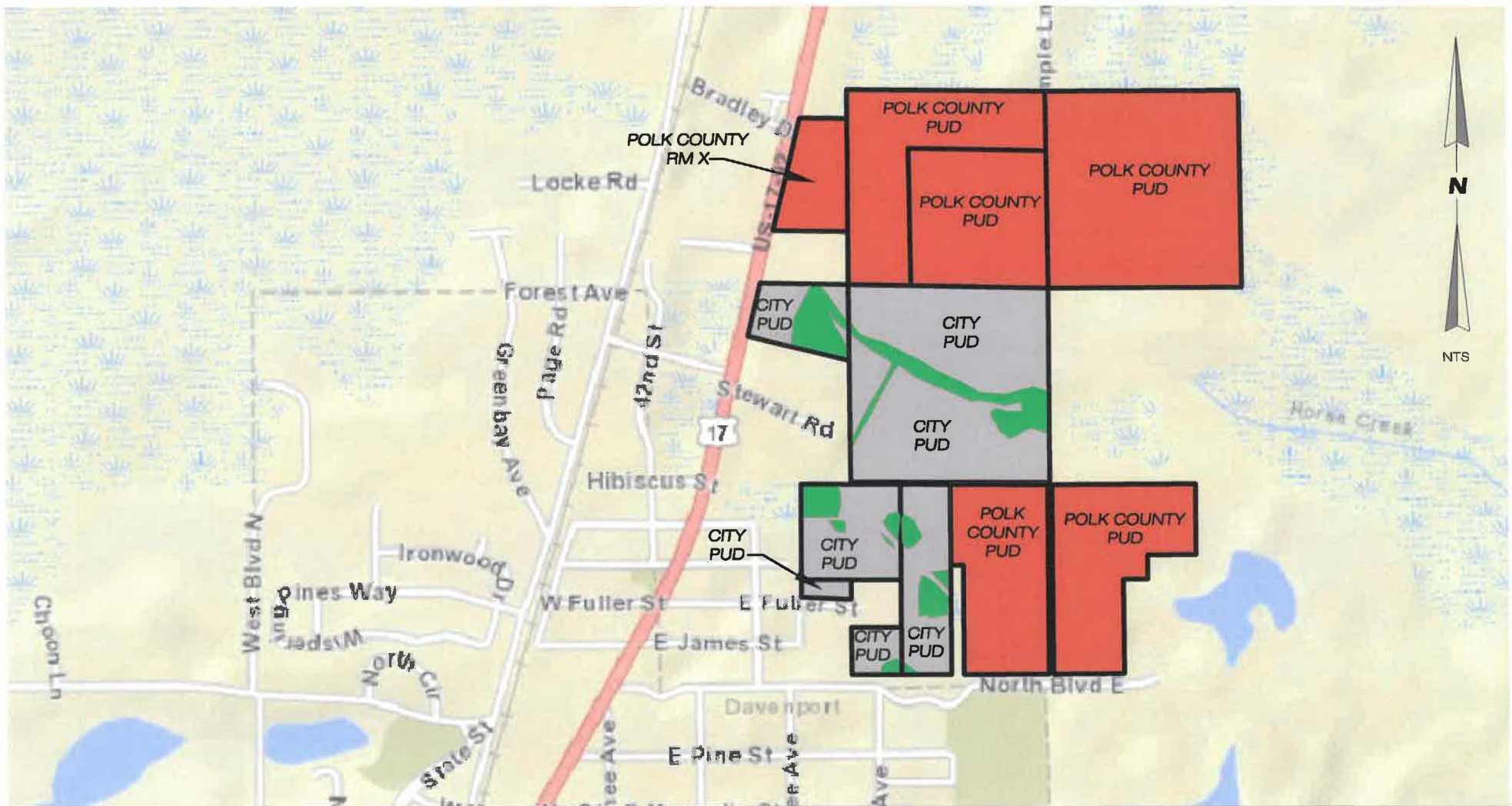
JOB NUMBER  
**0002.0002**

DRAWN BY  
**ROA**

DATE  
**1-29-2020**

SHEET  
**7**





#### LEGEND

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



(813) 221-1516 TEL  
(813) 344-0100 FAX

1000 N. ASHLEY DRIVE, SUITE 925  
TAMPA, FLORIDA 33602  
C.A. NO. 28358

### EXHIBIT 6 NORTH POWERLINE ROAD CDD ZONING MAP

SEC TWP RGE  
**34-26-27**

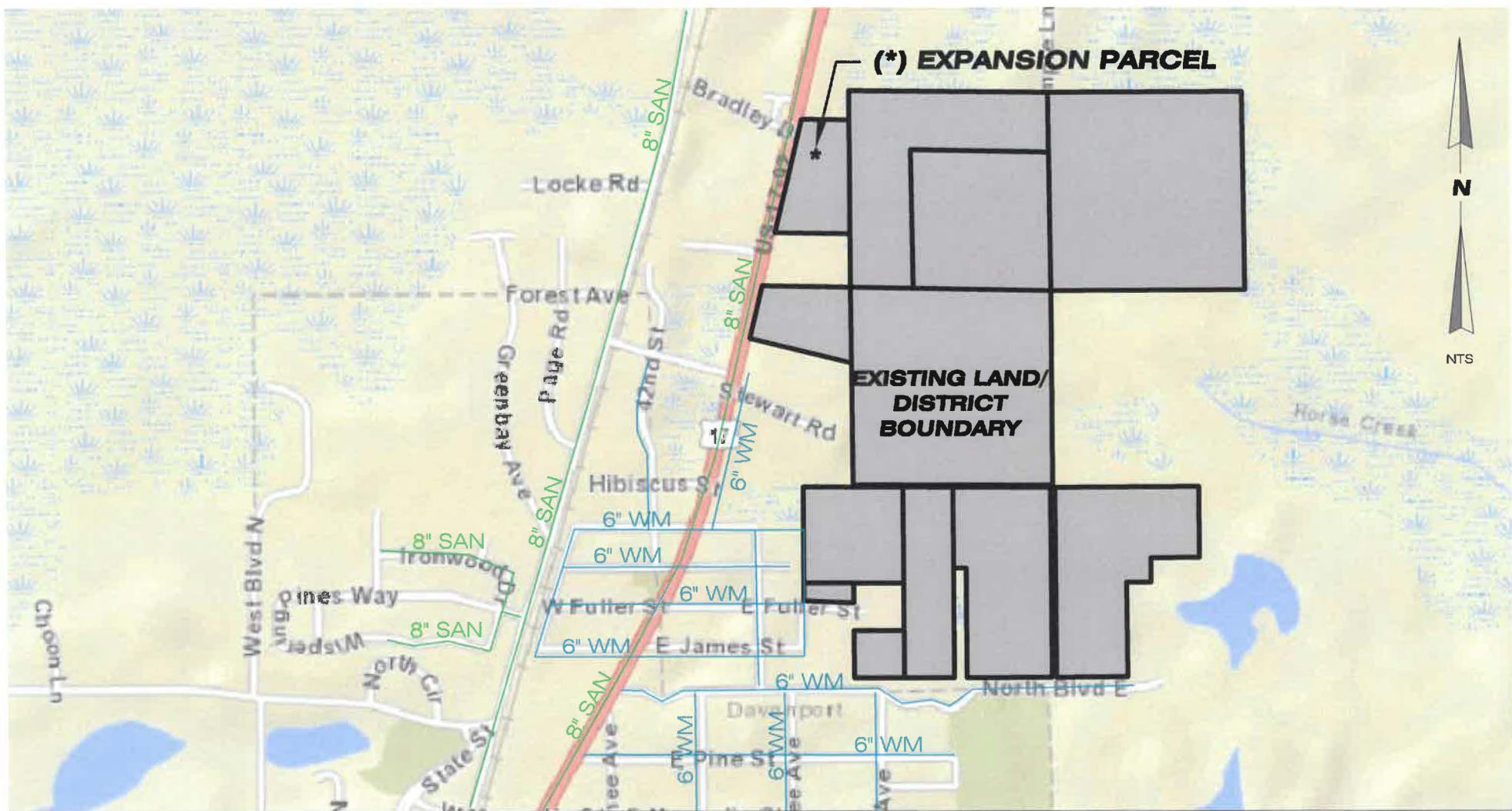
JOB NUMBER  
**0002.0002**

DRAWN BY  
**ROA**

DATE  
**1-29-2020**

SHEET  
**8**





#### LEGEND

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



(813) 221-1516 TEL  
(813) 344-0100 FAX

1000 N. ASHLEY DRIVE, SUITE 925  
C.A. NO. 28358 TAMPA, FLORIDA 33602

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

SEC TWP RGE  
**34-26-27**

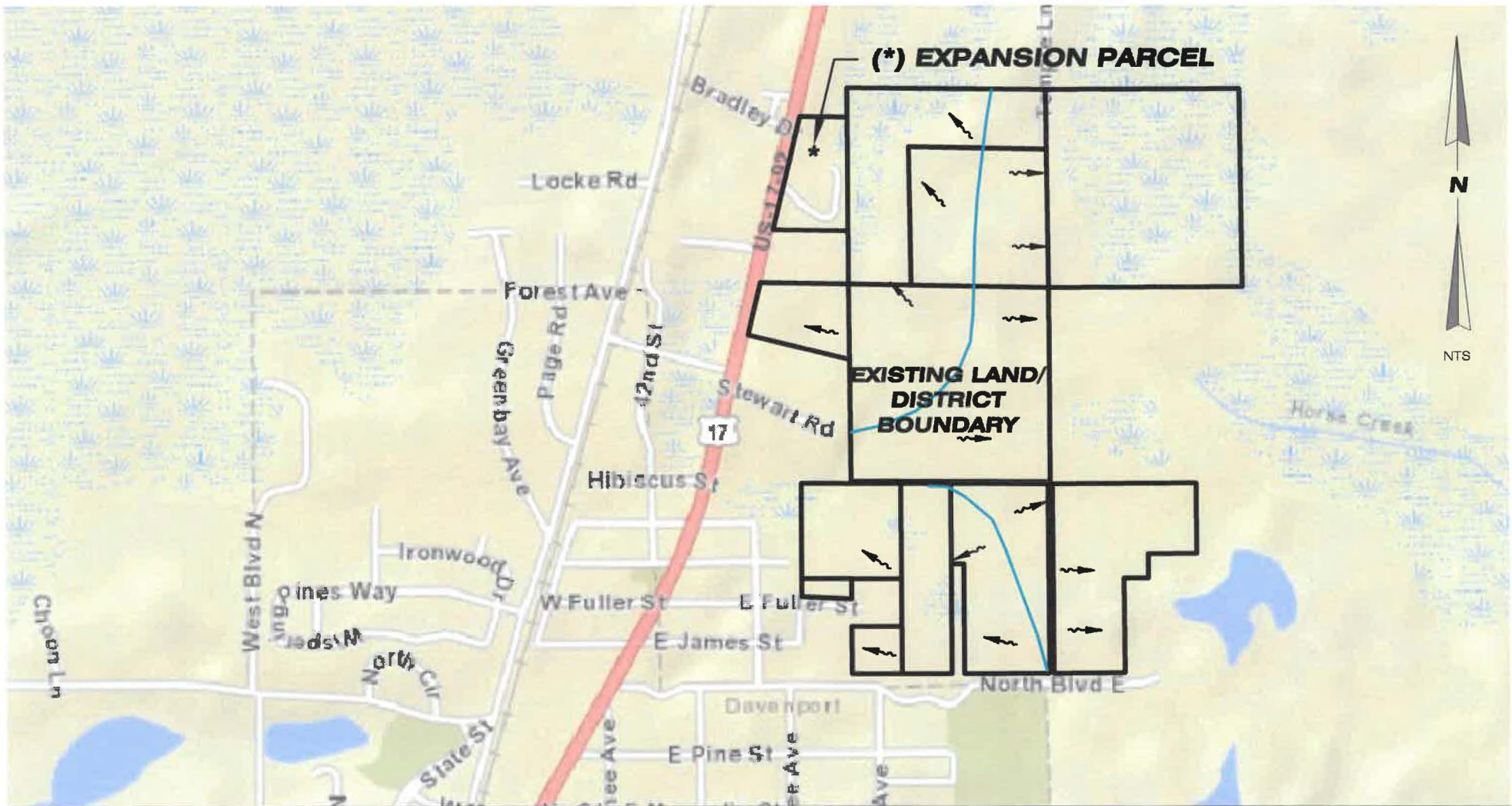
JOB NUMBER  
**0002.0002**

DRAWN BY  
**ROA**

DATE  
**1-29-2020**

SHEET  
**9**





**LEGEND**

-  FLOW DIRECTION  
 DRAINAGE



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

**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 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

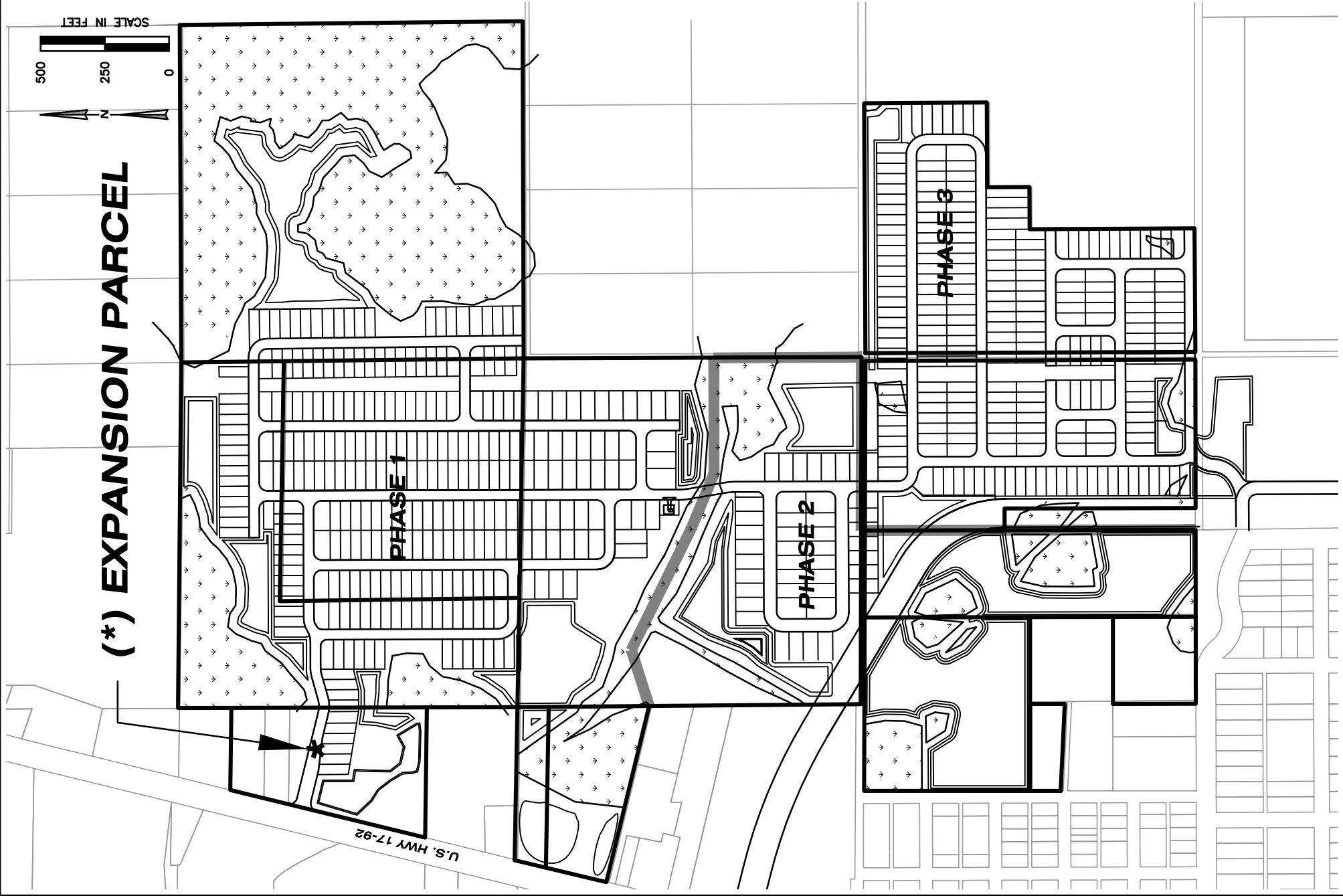
\*\*\*District will fund street lighting maintenance services

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

<b>Infrastructure</b>	<b>Phase 1 Existing Land (289 Lots) 2020-2023</b>	<b>Phase 1 Expansion Parcel (6 Lots) 2020-2023</b>	<b>Phase 2 (44 Lots) 2021-2024</b>	<b>Phase 3 (228 Lots) 2022-2025</b>	<b>Total (567 Lots)</b>
Offsite Improvements <sup>(1)(5)(7)(11)</sup>	\$1,127,068	\$23,399	\$171,595	\$889,175	\$2,211,238
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) <sup>(1) (5)(7) (9)(11)</sup>	\$1,729,908	\$35,915	\$263,377	\$1,364,771	\$3,393,971
Roadway <sup>(1)(4)(5)(7)</sup>	\$761,102	\$117,878	\$1,217,878	\$679,347	\$2,776,205
Entry Feature <sup>(1)(7)(8)(9)(11)</sup>	\$107,124	\$2,224	\$16,310	\$84,513	\$210,172
Parks and Amenities <sup>(1)(7)(11)</sup>	\$449,923	\$9,341	\$68,500	\$354,956	\$882,721
Contingency <sup>(11)</sup>	\$678,342	\$14,083	\$103,277	\$535,163	\$1,330,865
<b>TOTAL</b>	<b>\$6,750,125</b>	<b>\$242,218</b>	<b>\$2,129,701</b>	<b>\$5,404,251</b>	<b>\$14,526,296</b>

**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

# SECTION A

Prepared By and Return To

Michelle K. Rigoni, 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 7<sup>th</sup> day of October, 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, recreational facilities and other 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: \_\_\_\_\_

\_\_\_\_\_  
Warren K. “Rennie” Heath, 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 Warren K. “Rennie” Heath 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: \_\_\_\_\_

\_\_\_\_\_  
Lauren O. Schwenk  
Vice 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 Lauren O. Schwenk, as Vice 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:** 272634-000000-022030  
272634-000000-022020  
272635-000000-044010

### **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

Michelle K. Rigoni, 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 \_\_\_\_\_ day of October, 2020, by and between \_\_\_\_\_, a Florida \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (“**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, recreational facilities and other 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:

\_\_\_\_\_, a Florida  
\_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_.

[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:** 272703-713500-010031  
272703-000000-011000  
272703-713500-010200  
272703-713500-010294  
272703-713500-010282  
272703-713500-010220  
272703-713500-010231  
272702-713000-030172

### 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.

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.

## SECTION IX

## SECTION C



# SECTION 1

# North Powerline Road

## Community Development District

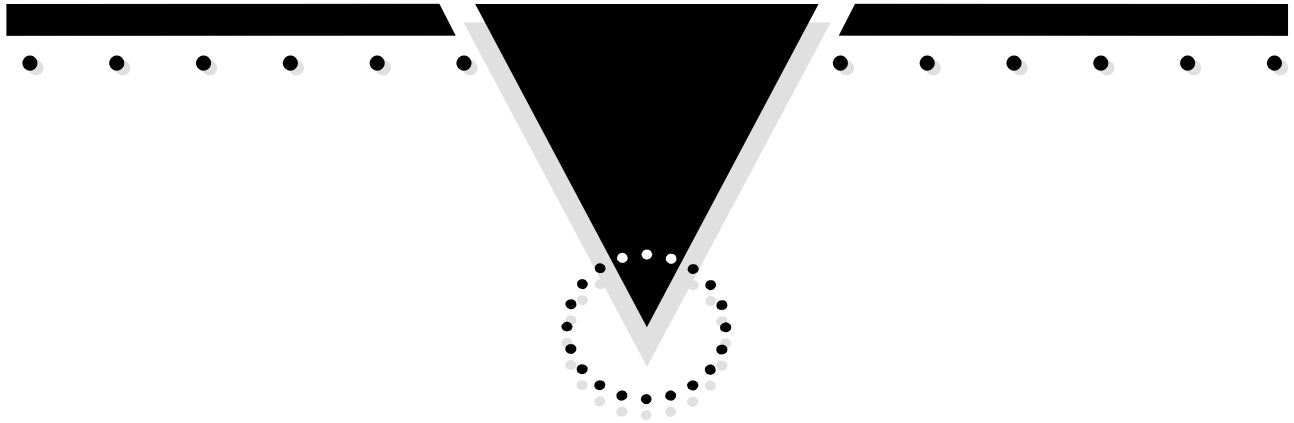
### Summary of Checks

September 9, 2020 to September 27, 2020

Bank	Date	Check No.'s	Amount	
General Fund	9/23/20	104-106	\$	231,653.80
			\$	231,653.80
			\$	231,653.80

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
9/23/20	00007	3/20/20 113661	202002 310-51300-31500		*	3,523.53	
			REVIEW/CONFER/REVISE				
		4/16/20 114151	202003 310-51300-31500		*	4,558.75	
			PREPARE/CONFER/ATTEND				
		5/31/20 115380	202009 300-20700-10000		*	760.50	
			PROJ CONSTRUCT SVC MAY 20				
		5/31/20 115381	202005 310-51300-49100		*	410.10	
			BOUNDARY AMENDMENT MAY 20				
		6/30/20 116309	202009 300-20700-10000		*	2,828.46	
			PROJ CONSTRUCT SVC JUNE20				
		6/30/20 116310	202006 310-51300-49100		*	3,768.85	
			BOUNDARY AMENDMENT JUNE20				
HOPPING GREEN & SAMS						15,850.19	000104
9/23/20	00019	7/31/20 PAY APP	202009 300-20700-10000		*	206,898.14	
			PAY APP 1 THRU 7/31/20				
THE KEARNEY COMPANIES, LLC						206,898.14	000105
9/23/20	00012	7/31/20 1040073	202007 310-51300-48000		*	607.83	
			NOT OF DISTRI 07/8/20				
		7/31/20 1040073	202007 310-51300-48000		*	607.83	
			NOT OF DISTRI 7/15/20				
		7/31/20 1040073	202007 310-51300-48000		*	612.50	
			NOT OF P BUDGET 07/15/20				
		7/31/20 1040073	202007 310-51300-48000		*	2,194.40	
			NOT OF P BUDGET 07/15/20				
		7/31/20 1040073	202007 310-51300-48000		*	607.83	
			NOT OF DISTRI 07/22/20				
		7/31/20 1040073	202007 310-51300-48000		*	612.50	
			NOT OF P BUDGET 07/22/20				
		7/31/20 1040073	202007 310-51300-48000		*	2,194.40	
			NOT OF P BUDGET 07/22/20				
		7/31/20 1040073	202007 310-51300-48000		*	607.83	
			NOT OF DISTRI 07/29/20				
		8/31/20 1040771	202008 310-51300-48000		*	860.35	
			REQ PROPOSALS				
THE LEDGER/ NEWS CHIEF						8,905.47	000106
TOTAL FOR BANK A						231,653.80	
TOTAL FOR REGISTER						231,653.80	

## SECTION 2



# **NORTH POWERLINE ROAD**

## **Community Development District**

**Unaudited Financial Reporting**

**August 31, 2020**



# Table of Contents

1	<hr/> Balance Sheet
2	<hr/> General Fund Income Statement
3	<hr/> Capital Projects Fund Income Statement
4	<hr/> Month to Month
5	<hr/> Developer Contribution Schedule

# NORTH POWERLINE ROAD

## COMMUNITY DEVELOPMENT DISTRICT

### BALANCE SHEET

August 31, 2020

	General Fund	Capital Projects Fund	Totals FY20
<b><u>ASSETS:</u></b>			
<b><u>CASH</u></b>			
OPERATING ACCOUNT	\$7,018	---	\$7,018
<b>TOTAL ASSETS</b>	<b><u>\$7,018</u></b>	<b><u>\$0</u></b>	<b><u>\$7,018</u></b>
<b><u>LIABILITIES:</u></b>			
ACCOUNTS PAYABLE	\$19,878	---	\$19,878
DUE TO DEVELOPER	---	\$117,510	\$117,510
<b><u>FUND EQUITY:</u></b>			
<b>FUND BALANCES:</b>			
UNASSIGNED	(\$12,860)	---	(\$12,860)
RESERVED FOR CAPITAL PROJECTS	---	(\$117,510)	(\$117,510)
<b>TOTAL LIABILITIES &amp; FUND EQUITY</b>	<b><u>\$7,018</u></b>	<b><u>\$0</u></b>	<b><u>\$7,018</u></b>

# NORTH POWERLINE ROAD

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND

#### Statement of Revenues & Expenditures

For The Period Ending August 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
<b><u>REVENUES:</u></b>				
DEVELOPER CONTRIBUTIONS	\$131,025	\$60,000	\$60,000	\$0
BOUNDARY AMENDMENT CONTRIBUTIONS	\$0	\$0	\$9,347	\$9,347
INTEREST	\$0	\$0	\$2	\$2
<b>TOTAL REVENUES</b>	<b>\$131,025</b>	<b>\$60,000</b>	<b>\$69,349</b>	<b>\$9,349</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>ADMINISTRATIVE:</u></b>				
SUPERVISORS FEES	\$12,000	\$11,000	\$7,800	\$3,200
ENGINEERING	\$20,000	\$18,333	\$1,470	\$16,863
ATTORNEY	\$25,000	\$22,917	\$12,156	\$10,761
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	\$32,083	\$32,083	(\$0)
INFORMATION TECHNOLOGY	\$2,100	\$1,925	\$825	\$1,100
TELEPHONE	\$250	\$229	\$28	\$201
POSTAGE & DELIVERY	\$850	\$779	\$197	\$582
INSURANCE	\$5,500	\$5,500	\$5,125	\$375
PRINTING & BINDING	\$1,000	\$917	\$196	\$720
LEGAL ADVERTISING	\$10,000	\$9,167	\$16,427	(\$7,260)
OTHER CURRENT CHARGES	\$1,000	\$917	\$0	\$917
BOUNDARY AMENDMENT EXPENSES	\$0	\$0	\$12,347	(\$12,347)
OFFICE SUPPLIES	\$500	\$458	\$23	\$435
TRAVEL & PER DIEM	\$550	\$504	\$0	\$504
DUES, LICENSES, & FEES	\$175	\$175	\$175	\$0
<b>TOTAL ADMINISTRATIVE:</b>	<b>\$131,025</b>	<b>\$107,804</b>	<b>\$91,753</b>	<b>\$16,051</b>
<b>TOTAL EXPENDITURES</b>	<b>\$131,025</b>	<b>\$107,804</b>	<b>\$91,753</b>	<b>\$16,051</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>(\$22,404)</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$0</b>		<b>\$9,544</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>		<b>(\$12,860)</b>	



# NORTH POWERLINE ROAD

## COMMUNITY DEVELOPMENT DISTRICT

### CAPITAL PROJECTS FUND

#### Statement of Revenues & Expenditures

For The Period Ending August 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
<b><u>REVENUES:</u></b>				
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>EXPENDITURES:</u></b>				
CAPITAL OUTLAY	\$0	\$0	\$21,207	(\$21,207)
CAPITAL OUTLAY - COSTS OF ISSUANCE	\$0	\$0	\$0	\$0
TRANSFER OUT	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$21,207</b>	<b>(\$21,207)</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>(\$21,207)</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$0</b>		<b>(\$96,304)</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>		<b>(\$117,510)</b>	

# NORTH POWERLINE ROAD

## Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>REVENUES:</b>													
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	\$8,459	\$0	\$0	\$0	\$9,347
INTEREST	\$0	\$0	\$0	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$20,889</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$8,459</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$69,349</b>
<b>EXPENDITURES:</b>													
<b>ADMINISTRATIVE:</b>													
SUPERVISORS FEES	\$1,000	\$800	\$800	\$0	\$800	\$1,000	\$0	\$2,000	\$800	\$0	\$600	\$0	\$7,800
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	\$2,629	\$2,603	\$0	\$0	\$0	\$12,156
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	\$2,917	\$2,917	\$2,917	\$0	\$32,083
INFORMATION TECHNOLOGY	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$0	\$825
TELEPHONE	\$5	\$23	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28
POSTAGE & DELIVERY	\$4	\$23	\$4	\$5	\$4	\$18	\$54	\$21	\$36	\$21	\$9	\$0	\$197
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	\$1	\$6	\$0	\$0	\$196
LEGAL ADVERTISING	\$1,540	\$0	\$0	\$267	\$0	\$4,593	\$1,300	\$0	\$683	\$8,045	\$0	\$0	\$16,427
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	\$3,000	\$0	\$12,347
OFFICE SUPPLIES	\$3	\$3	\$3	\$3	\$0	\$3	\$3	\$0	\$4	\$3	\$0	\$0	\$23
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
<b>TOTAL ADMINISTRATIVE</b>	<b>\$14,064</b>	<b>\$5,889</b>	<b>\$4,841</b>	<b>\$8,742</b>	<b>\$7,765</b>	<b>\$12,726</b>	<b>\$5,298</b>	<b>\$7,642</b>	<b>\$7,118</b>	<b>\$11,066</b>	<b>\$6,601</b>	<b>\$0</b>	<b>\$91,753</b>
<b>TOTAL EXPENDITURES</b>	<b>\$14,064</b>	<b>\$5,889</b>	<b>\$4,841</b>	<b>\$8,742</b>	<b>\$7,765</b>	<b>\$12,726</b>	<b>\$5,298</b>	<b>\$7,642</b>	<b>\$7,118</b>	<b>\$11,066</b>	<b>\$6,601</b>	<b>\$0</b>	<b>\$91,753</b>
<b>EXCESS REVENUES/(EXPENDITURES)</b>	<b>(\$14,064)</b>	<b>\$14,111</b>	<b>(\$4,841)</b>	<b>(\$8,742)</b>	<b>\$13,124</b>	<b>\$7,274</b>	<b>(\$5,298)</b>	<b>(\$7,642)</b>	<b>\$1,341</b>	<b>(\$11,066)</b>	<b>(\$6,601)</b>	<b>\$0</b>	<b>(\$22,404)</b>

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

<b>Funding Request #</b>	<b>Prepared Date</b>	<b>Payment Received Date</b>	<b>Check/Wire Amount</b>	<b>Total Funding Request</b>	<b>General Fund Portion (FY18)</b>	<b>General Fund Portion (FY19)</b>	<b>General Fund Portion (FY20)</b>	<b>Over and (short) Balance Due</b>
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	7/1/20	\$ 20,000.00	\$ 20,000.00			\$ 20,000.00	\$ -
BA1-2	6/10/20	7/1/20	\$ 8,458.88	\$ 8,458.88			\$ 8,458.88	\$ -
Due from Developer			\$ 174,346.88	\$ 174,346.88	\$ 45,000.00	\$ 60,000.00	\$ 69,346.88	\$ -