

*North Powerline Road
Community Development District*

Meeting Agenda

April 6, 2021

AGENDA

North Powerline Road

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

March 30, 2021

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

Dear Board Members:

A meeting of the Board of Supervisors of **North Powerline Road Community Development District** will be held **Tuesday, April 6, 2021 at 2:00 PM at 346 East Central Ave., Winter Haven, FL 33880.**

Call-In Information: 1-646-876-9923

Meeting ID: 952 3599 2545

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the February 24, 2021 Board of Supervisors Meeting
4. Review and Ranking of Proposals Received for the Bella-Vita Subdivision Phase 1B-1 & 1B-2 Berry Lane Bridge over Horse Creek Project
5. Consideration of Corrective Temporary Construction and Access Easement Agreement
6. Consideration of Resolution 2021-12 Directing Chairman and District Staff to File a Petition Amending District Boundaries
7. Consideration of Boundary Amendment Funding Agreement
8. Consideration of Resolution 2021-13 Approving an Escrow Agreement--**ADDED**
9. Consideration of Escrow Agreement with JMBI Real Estate, LLC--**ADDED**
10. Consideration of Revised Audit Engagement Letter from Grau with Increase in Services Price for Fiscal Year 2020 Audit

¹ Comments will be limited to three (3) minutes

11. Staff Reports

A. Attorney

B. Engineer

C. District Manager's Report

i. Ratification of Summary of Requisitions

a) Series 2020 Phase 1 Requisitions #28 to #33 and #35 to #36

b) Series 2020 Phase 2 Requisitions #13 to #32

12. Other Business

13. Supervisors Requests and Audience Comments

14. Adjournment

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

The third order of business is the approval of the minutes from the February 24, 2021 Board of Supervisors Meeting. A copy of the minutes is enclosed for your review.

The fourth order of business is the Review and Ranking of Proposals Received for the Bella-Vita Subdivision Phase 1B-1 & 1B-2 Berry Lane Bridge over Horse Creek Project. A copy of the ranking is enclosed for your review.

The fifth order of business is the Consideration of Corrective Temporary Construction and Access Easement Agreement. The agreement is enclosed for your review.

The sixth order of business is the Consideration of Resolution 2021-12 Directing Chairman and District Staff to File a Petition Amending District Boundaries. A copy of the resolution is enclosed for your review.

The seventh order of business is the Consideration of Boundary Amendment Funding Agreement. A copy of the agreement is enclosed for your review.

The eighth order of business is the Consideration of Resolution 2021-13 Approving an Escrow Agreement. The resolution is enclosed for your review.

The ninth order of business is the Consideration of Escrow Agreement with JMBI Real Estate, LLC. A copy of the agreement is enclosed for your review.

The tenth order of business is the Consideration of Revised Audit Engagement Letter from Grau with Increase in Services Price for Fiscal Year 2020 Audit. A copy of the letter is enclosed for your review.

The eleventh order of business is Staff Reports. Section C is the District Manager's report. Sub-Section 1 is the Ratification of Summary of Requisitions. Section (a) includes Series 2020 Phase 1 Requisitions #28 to #33 and #35 to #36. Section (b) includes Series 2020 Phase 2 Requisitions #13 to #32. A copy of each summary is enclosed for your review.

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

Sincerely,

Jill Burns
District Manager

CC: Roy Van Wyk, District Counsel

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 Thursday, **February 24, 2021** at 10:00 a.m. at 346 East Central Ave., Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Lauren Schwenk	Vice Chairman
Kevin Chinoy	Assistant Secretary
Phillip Allende <i>via phone</i>	Assistant Secretary
Andrew Rhinehart	Assistant Secretary

Also present were:

Jill Burns	District Manager/GMS
Heather Wertz <i>via Zoom</i>	Absolute Engineering
Michelle Rigoni	HGS

The following is a summary of the discussions and actions taken at the February 24, 2021 North Powerline Road Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Four Board members were present in person 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

Organizational Matters

A. Recognition that Supervisor Phillip Allende was Sworn in Outside of Meeting

Ms. Burns noted that Mr. Allende was sworn in prior to the Board meeting.

B. Administration of Oath to Supervisor Andrew Rhinehart

Ms. Burns read the oath of office and swore in Mr. Rhinehart.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the December 10, 2020 Board of Supervisors Meeting

Ms. Burns asked for any questions, comments, or corrections on the December 10, 2020 minutes. The Board had no changes to the minutes.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Minutes of the December 10, 2020 Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS

Consideration of Third Amended and Restated Engineer's Report

Ms. Burns asked that items five through eight be tabled and placed on the next agenda for discussion and review.

SIXTH ORDER OF BUSINESS

Consideration of Amended and Restated Master Assessment Methodology

This item was tabled.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2021-07 Declaring Special Assessments on Boundary Amendment Parcel

This item was tabled.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2021-08 Setting a Public Hearing on the Imposition of Special Assessments on Boundary Amendment Parcel

This item was tabled.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2021-09
Setting a Public Hearing Expressing the
District's Intent to Utilize the Uniform
Method of Levying, Collecting, and
Enforcing Non-Ad Valorem Assessments
on Boundary Amendment Parcel**

Ms. Burns noted that this resolution will allow them to collect the assessments on roll for the new area that was added to the District. She suggested setting the public hearing for April 28, 2021.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, Resolution 2021-09 Setting Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments on Boundary Amendment Parcel for April 28, 2021, was approved.

TENTH ORDER OF BUSINESS

**Consideration of Disclosure of Public
Financing**

Ms. Burns stated that the Disclosure of Public Financing will be recorded in the public record to put property owners on notice of the Series 2020 bond issuance.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Disclosure of Public Financing and Authorization for Counsel to Record, was approved.

ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2021-10
Ratifying the Emergency Action Taken by
the District Engineer, District Manager,
and District Chairman**

Ms. Burns noted that this resolution allows them to issue an RFP outside of a meeting, which helps not delay the construction.

On MOTION by Mr. Heath, seconded by Mr. Chinoy, with all in favor, Resolution 2021-10 Ratifying the Emergency Action Taken by the District Engineer, District Manager, and District Chairman, was approved.

TWELTH ORDER OF BUSINESS

**Consideration of Resolution 2021-11
Appointing Treasurer and Assistant
Treasurer**

Ms. Burns noted that this resolution would appoint George Flint as Treasurer and Katie Costa as Assistant Treasurer.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, Resolution 2021-11 Appointing Mr. Flint as Treasurer and Ms. Costa as Assistant Treasurer, was approved.

THIRTEENTH ORDER OF BUSINESS

**Consideration of Memorandum from
Hopping, Green & Sams Regarding E-
Verify Requirements in 2021**

Ms. Burns reviewed the memorandum and asked for ratification of the actions taken by the District Manager regarding the E-Verify requirements.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Actions taken by the District Manager Regarding E-Verify Requirements in 2021, was ratified.

FOURTEENTH ORDER OF BUSINESS

**Consideration of Fee Increase Letter from
Hopping, Green & Sams for District
Counsel Services**

Ms. Rigoni reviewed the Hopping, Green & Sams fee increase letter. Their agreement with the District contemplates annual adjustments.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Fee Increase Letter from Hopping, Green & Sams for District Counsel Services, was approved.

FIFTEENTH ORDER OF BUSINESS

**Ratification of 2021 Data Sharing and
Usage Agreement with Polk County
Property Appraiser**

Ms. Burns stated that Polk County requires an annual agreement that confirms the District will not disclose the exempt parcels on the tax roll.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the 2021 Data Sharing and Usage Agreement with Polk County Property Appraiser, was ratified.

SIXTEENTH ORDER OF BUSINESS

**Ratification of Contract Agreement with
Polk County Property Appraiser**

Ms. Burns noted this agreement is for the upcoming tax year.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Contract Agreement with Polk County Property Appraiser, was ratified.

SEVENTEENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Rigoni had nothing further to report to the Board.

B. Engineer

Ms. Wertz had nothing further to report 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. It is from November 18th through February 17th and totaled \$30,393.94.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Check Register for \$30,393.94, 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 Change Orders #8 and #11

Ms. Burns noted that the change orders had been approved, and she was seeking ratification.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Kearney Change Orders #8 and #11, were ratified.

iv. Ratification of Summary of Requisitions

a) Series 2020 Phase 1 Requisitions #1-#24 and #26-#27

b) Series 2020 Phase 2 Requisitions #1 to #12

Ms. Burns noted that the requisitions had been approved, and she was seeking ratification.

On MOTION by Mr. Rhinehart, seconded by Mr. Heath, with all in favor, the Series 2020 Phase 1 Requisitions #1-#24 and #26-#27, and the Series 2020 Phase 2 Requisitions #1-#12, were ratified.

EIGHTEENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINETEENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

TWENTIETH ORDER OF BUSINESS

Adjournment

Ms. Burns asked for a motion to adjourn.

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV

Horseshoe Creek Bridge Bid Results
Opening on Monday, March 22, 2021 at 3:00 p.m.

Company	Bid Price	Days to Complete
Jr. Davis Construction	\$2,540,000.00	198
American Empire Builders, Inc.	\$1,765,000.00	137

SECTION V

Prepared By and Return To

Michelle K. Rigoni, Esq.
Hopping Green & Sams
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

NOTE: THIS EASEMENT IS BEING RE-RECORDED FOR THE SPECIFIC PURPOSE OF CORRECTING EXHIBIT A OF THE EASEMENT RECORDED IN THE OFFICIAL RECORDS BOOK 11466, PGS. 2241-2248, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**CORRECTIVE TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made and entered into this 6th day of April, 2021, by and between **CH DEV 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:

CH DEV, LLC, a Florida
limited liability company

Print Name:_____

Albert B. Cassidy, Manager

Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of _____, 2021, by Albert B. Cassidy, as Manager of CH Dev,
LLC.

[notary seal]

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

[Continue onto next page]

“GRANTEE”

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

Signed, sealed and delivered
in the presence of:

Print Name:_____

Warren K. “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 _____, 2021, by Warren K. “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 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.

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 (272634-000000-024120)

BEGINNING AT AN IRON PIPE 360 FEET NORTH OF THE SE CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, RUNNING THENCE NORTH 630 FEET; THENCE WEST 340 FEET TO HIGHWAY RIGHT-OF-WAY; THENCE ALONG THE HIGHWAY SOUTH 14° WEST 650 FEET; THENCE EAST 473 FEET TO POINT OF BEGINNING, LESS AND EXCEPT: BEGINNING AT AN IRON PIPE 990 FEET NORTH OF THE SOUTHEAST CORNER OF THE SW ¼ OF SE ¼ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, RUN THENCE WEST 339.5 FEET ALONG THE SOUTH BOUNDARY OF PREMISES DESCRIBED IN THAT CERTAIN DEED RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF POLK COUNTY, FLORIDA IN DEED BOOK 762, PAGE 65, TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY;

THENCE WITH SAID EAST RIGHT-OF-WAY SOUTHWESTERLY 130 FEET; THENCE EAST TO THE EAST LINE OF SAID SW ¼ OF SE ¼ OF SAID SECTION 34, THENCE NORTH TO POINT OF BEGINNING, ALSO DESCRIBED AS FOLLOWS: BEGINNING AT CONCRETE MONUMENT, THE SE CORNER OF THE SW ¼ OF SE ¼ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 27 EAST, THENCE RUN NORTH 360 FEET TO AN IRON ROD FOR POINT OF BEGINNING; THENCE NORTH 528.89 FEET TO AN IRON ROD; THENCE WEST 372.42 FEET TO AN IRON ROD; THENCE SOUTH 14° 18' 34", WEST 543.19 FEET TO AN IRON ROD; THENCE EAST 506.12 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

DESCRIPTION:

A parcel of land being a portion of Lots 3 and 4 of the Northeast 1/4 of Section 3, Township 27 South, Range 27 East of the FLORDIA DEVELOPMENT CO. TRACT, according to the Map or plat thereof as recorded in Plat Book 3, Pages 60 through 63; along with an additional portion of the Northeast 1/4 said Section 3; also a portion of the Southwest 1/4 of the Southeast 1/4 of Section 34, Township 26 South, Range 27 East; all of the Southeast 1/4 of the Southeast 1/4 of said Section 34; and all of the Southwest 1/4 of the Southwest 1/4 of Section 35, Township 26 South, Range 27 East all situated in Polk County, Florida, and being more particularly described as follows:

BEGIN at the Northeast corner of said Section 3; thence along the East line of the Northeast 1/4 of said Section 3, S.00°13'11"E., a distance of 728.38 feet; thence S.85°25'36"W., a distance of 108.11 feet; thence S.85°25'36"W., a distance of 140.07 feet; thence S.87°10'41"W., a distance of 142.32 feet; thence N.76°25'46"W., a distance of 108.80 feet; thence N.09°40'34"W., a distance of 94.27 feet; thence Northerly, 29.91 feet along the arc of a tangent curve to the right having a radius of 180.00 feet and a central angle of 09°31'09" (chord bearing N.04°54'59"W., 29.87 feet); thence N.00°16'07"E., a distance of 14.62 feet; thence S.89°50'35"W., a distance of 40.11 feet; thence S.00°09'25"E., a distance of 14.62 feet; thence Southerly, 36.55 feet along the arc of a tangent curve to the left having a radius of 220.00 feet and a central angle of 09°31'09" (chord bearing S.04°54'59"E., 36.51 feet); thence S.09°40'34"E., a distance of 69.73 feet; thence N.66°31'16"W., a distance of 279.39 feet; thence N.62°49'22"W., a distance of 268.60 feet; thence N.61°11'39"W., a distance of 203.58 feet; thence N.51°43'12"W., a distance of 197.90 feet to the East boundary of aforesaid Lot 4; thence along said East boundary, S.00°41'14"E., a distance of 229.20 feet; thence N.76°15'52"W., a distance of 697.66 feet to the East Right-of-Way line of US Highway 17-92 (also known as State Road 2) as recorded in Deed Book 515, Page 105 of the public records of said county; thence along said East Right of Way line, N.13°44'24"E., a distance of 366.40 feet to the South boundary of the Southeast 1/4 of aforesaid Section 34; thence along said South boundary, S.89°00'46"E., a distance of 584.64 feet to the Southeast corner of aforesaid Southwest 1/4 of the Southeast 1/4 of Section 34; thence along the East boundary of said Southwest 1/4 of the Southeast 1/4, N.00°48'09"E., a distance of 360.00 feet; thence N.89°00'48"W., a distance of 502.02 feet to the East Right of Way line of US Highway 17-92 (also known as State Road 2) as recorded in Deed Book 515, Page 95 of the public records of said county; thence along said East Right of Way line, N.13°44'01"E., a distance of 542.26 feet; thence S.89°00'46"E., a distance of 380.68 feet to said East boundary; thence along said East boundary, N.00°48'09"E., a distance of 420.63 feet to the Northwest corner of the aforesaid Southeast 1/4 of the Southeast 1/4 of Section 34; thence along the North boundary of said Southeast 1/4 of the Southeast 1/4, S.89°56'45"E., a distance of 1334.04 feet to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 35; thence along the North

boundary of said Southwest 1/4 of the Southwest 1/4, N.89°46'08"E., a distance of 1312.59 feet to the Northeast corner of said Southwest 1/4 of the Southwest 1/4; thence along the East boundary of said Southwest 1/4 of the Southwest 1/4, S.00°37'26"E., a distance of 1333.53 feet to the Southeast corner of said Southwest 1/4 of the Southwest 1/4; thence along the South boundary of said Southwest 1/4 of the Southwest 1/4, S.89°47'25"W., a distance of 1311.10 feet to the POINT OF BEGINNING.

Containing 83.95 acres, more or less.

SECTION VI

RESOLUTION 2021-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRPERSON AND DISTRICT STAFF TO FILE A PETITION WITH POLK COUNTY, FLORIDA, REQUESTING THE ADOPTION OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Powerline Road Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("Act"), as established by Ordinance No. 18-036, as amended by Ordinance Nos. 20-028 and 20-046, all adopted by the Board of County Commissioners of Polk County, Florida ("County"), effective June 5, 2018, June 16, 2020 and December 2, 2020, respectively (collectively, the "Ordinance"), as consented to and approved by the Board of City Commissioners of City of Davenport, Florida ("City") by Resolution Nos. 387-18 and 456-20 adopted on March 19, 2018 and November 16, 2020, respectively, being situated partially in the City of Davenport and partially in Polk County, Florida; and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 271.64 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, the primary developer of the lands within the District ("Developer"), has approached the District and requested the District petition to amend its boundaries to (i) remove approximately _____ acres of land and (ii) add approximately _____ acres of land, more or less, as more particularly described in the attached **Exhibit A** ("Property"); and

WHEREAS, the proposed boundary amendment will result in a net expansion of _____ acres of land, more or less, and is within the amendment size restrictions contained within Section 190.046(1), *Florida Statutes*; and

WHEREAS, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, for the area of land that will lie in the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

WHEREAS, addition of the Property in **Exhibit A** to the District is not inconsistent with either the State or local comprehensive plans; and

WHEREAS, the area of land that will lie in the amended boundaries of the District continues to be amenable to separate special district government; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs and other expenses by the District as authorized by the District's Board of Supervisors ("Board"); and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the County, and such other actions as are necessary in furtherance of the boundary amendment process.

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

SECTION 1. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby directs the Chairperson or another Board member and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the County, to seek the amendment of the District's boundaries to add the lands depicted in **Exhibit A**, pursuant to Chapter 190, *Florida Statutes*, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundaries.

SECTION 3. The Board hereby authorizes the District Chairperson, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to the County to amend the boundaries of the District.

SECTION 4. This Resolution shall become effective upon its passage.

[Remainder of this page intentionally left blank]

PASSED AND ADOPTED this 6th day of April 2021.

ATTEST:

**NORTH POWERLINE ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A

SECTION VII

**BOUNDARY AMENDMENT FUNDING AGREEMENT BETWEEN
THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
AND _____ (BOUNDARY AMENDMENT NO. 3)**

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of April 2021, by and between:

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the "District"), and

_____, a Florida _____ and affiliate of the primary developer within the District, with a mailing address of _____ ("Developer").

RECITALS

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("Act"), as established by Ordinance No. 18-036, as amended by Ordinance Nos. 20-028 and 20-046, all adopted by the Board of County Commissioners of Polk County, Florida ("County"), effective June 5, 2018, June 16, 2020 and December 2, 2020, respectively (collectively, the "Ordinance"), as consented to and approved by the Board of City Commissioners of City of Davenport, Florida ("City") by Resolution Nos. 387-18 and 456-20 adopted on March 19, 2018 and November 16, 2020, respectively, being situated partially in the City of Davenport and partially in Polk County, Florida; and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services within and without the boundaries of the District; and

WHEREAS, the District presently consists of approximately 271.64 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, Developer has approached the District and requested the District petition to amend its boundaries to include additional lands to the District; and

WHEREAS, the amendment proposed by Developer is within the amendment size restrictions contained within section 190.046(1), *Florida Statutes*, and will result in the District being comprised of approximately _____ acres, more or less; and

WHEREAS, the District agrees to petition to amend its boundary in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include

the preparation of a petition to the County and such other actions as are necessary in furtherance of the boundary amendment process; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering and managerial staff, to provide such services as are necessary throughout the boundary amendment process; and

WHEREAS, any such work shall only be performed in accord with the authorizations of the District's Board of Supervisors ("Board"); and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the Board; and

WHEREAS, Developer desires to provide sufficient funds to the District to reimburse the District for any such expenditures including but not limited to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses, if any.

NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. PROVISION OF FUNDS. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the boundary amendment and to provide such monies as are necessary to enable District staff, including legal, engineering, and managerial staff, to assist in the boundary amendment process and proceedings. Developer will make such funds available monthly, within thirty (30) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

SECTION 2. DISTRICT USE OF FUNDS. The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for seeking an amendment to the boundaries of the District in accord with Chapter 190, *Florida Statutes*. The District agrees to use good faith best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the amendment of the District's boundary pursuant to Chapter 190, *Florida Statutes*, and with the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundary. The District also agrees to make monthly requests for necessary funds from Developer for reimbursement for services of the boundary amendment team, as described in Section 1 of this Agreement. The District shall not reimburse Developer for funds made available to the District under this Agreement.

SECTION 3. DEFAULT. A default by either party under 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 damages, injunctive relief and/or specific performance.

SECTION 4. 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.

SECTION 5. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

SECTION 6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing executed by both parties hereto.

SECTION 7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 8. NOTICES. All notices, requests, consents and other communications under this Agreement ("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 the District: North Powerline Road Community
Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: Jillian Burns

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Roy Van Wyk

B. If to Developer: _____

Attn: _____

With a copy to: Straughn & Turner, P.A.
255 Magnolia Avenue SW

Winter Haven, Florida 33880
Attention: Richard E. Straughn

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. 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 parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses 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 addresses set forth in this Agreement.

SECTION 9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement 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 to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement 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 contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

SECTION 10. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party. Any purported assignment without such prior written approval shall be null and void.

SECTION 11. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

SECTION 12. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

SECTION 13. 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 may be public records and will be treated as such in accord with Florida law.

SECTION 14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a

dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

SECTION 15. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statutes or law.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signatures on next page]

IN WITNESS THEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**NORTH POWERLINE ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

a Florida _____

Print Name: _____

By: _____
Its: _____

SECTION VIII

RESOLUTION 2021-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT APPROVING AN ESCROW AGREEMENT REGARDING CONSTRUCTION OF DISTRICT AMENITIES; PROVIDING GENERAL AUTHORIZATION, AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the North Powerline Road Community Development District (“the **District**”) was established pursuant to Chapter 190, Florida Statutes (“**Act**”) and by Ordinance No. 18-036, as further amended, adopted by the Board of County Commissioners in and for Polk County Florida, for the purposes of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, the District is empowered to finance and maintain roads and related improvements such as streetlights, landscaping, hardscaping, utilities and related improvements (the “**Improvements**”), as identified in the *Engineer’s Report for Capital Improvements Second Amended and Restated*, dated February 2020 (the “**Improvement Plan**”); and

WHEREAS, included within the Improvements is the construction of certain parks and amenities (“**Amenities**”), as described in the Improvement Plan; and

WHEREAS, pursuant to that certain *Agreement between the North Powerline Road Community Development District and JMBI Real Estate* (“**Landowner**”), *Regarding the Completion of Certain Improvements*, dated December 14, 2020 (the “**Completion Agreement**”), incorporated herein by this reference, the Landowner agreed to cause funds to be provided to the District to complete Phase 1 of the Series 2020 Project, as set forth in the Improvement Plan, not funded by the proceeds of the North Powerline Road Community Development District Special Assessment Bonds, Series 2020, (the “**Series 2020 Bonds**”); and

WHEREAS, to comply with its obligations under the Completion Agreement, District and Landowner desire to enter into an Escrow Agreement to provide a dedicated source of funds for the completion of the Amenities portion of the Improvements (“**Amenity Costs**”), and set forth the terms and conditions upon the use of such Escrow Funds, as defined in the Completion Agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE DISTRICT AS FOLLOWS:

1. **RECITALS.** The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.
2. **ESCROW AGREEMENT.** The District hereby authorizes and approves the execution of the Escrow Agreement by the Chairperson and the delivery of the Escrow Agreement substantially in the form attached hereto as Exhibit A with such changes as shall

be approved by the Chairperson, with such execution to constitute conclusive evidence of the Chairperson's approval and the District's approval of any changes therein from the form of the Escrow Agreement attached hereto.

3. **GENERAL AUTHORIZATION.** The Board and staff are hereby authorized and directed to do all such acts and things, and to execute and deliver all such documents as may be necessary to carry out and comply with the provisions of this Resolution, and all such actions which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved. The Vice Chairperson shall be authorized to undertake any action herein authorized to be taken by the Chairperson, in the absence or unavailability of the Chairperson, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary. Further, each Assistant Secretary and the Secretary are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairperson or Vice Chairperson or any other member of the Board as they appear on any documents which may be necessary or helpful in connection with the intent of this Resolution.

4. **SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

5. **CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 6TH DAY OF APRIL, 2021.

ATTEST:

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A
ESCROW AGREEMENT
(NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT AMENITIES)

THIS ESCROW AGREEMENT (this “Agreement”) is made as of this _____ day of _____, 2021 (“Effective Date”), by and among the North Powerline Road Community Development District, a special-purpose unit of local government with offices at 219 E. Livingston Street, Orlando, Florida 32801, (“District” or “District acting as Escrow Agent ”); and JMBI Real Estate, LLC, a Florida limited liability company with offices located at 346 East Central Boulevard, Winter Haven, Florida 33880, (“Landowner” or “Developer”).

RECITALS

WHEREAS, the District has agreed to fund and/or acquire certain infrastructure improvements, (the “Improvements”), within the North Powerline Road Community Development District, which Improvements include those capital infrastructures known as Phase 1 Project to be constructed in accordance with plans, specifications, and *Engineer’s Report for Capital Improvements Second Amended and Restated February 2020*, (the “Improvement Plan”) prepared the District Engineer; and

WHEREAS, pursuant to that certain *Agreement between the North Powerline Road Community Development District and JMBI Real Estate, Regarding the Completion of Certain Improvements*, dated December 14, 2020 (the “Completion Agreement”), incorporated herein by this reference, the Landowner agreed to cause funds to be provided to the District to complete Phase 1 of the Series 2020 Project, as set forth in the Improvement Plan, not funded by the proceeds of the North Powerline Road Community Development District Special Assessment Bonds, Series 2020, (the “Series 2020 Bonds”)¹; and

WHEREAS, included within the Improvements is the construction of certain parks and amenities (“Amenities”), as described in the Improvement Plan; and

WHEREAS, as consideration for ensuring that the District will issue the Series 2020 Bonds, Landowner agreed to provide at least \$1,262,365.00 to the District for the construction Remaining Improvements, including the Parks and Amenities, as set forth in the Completion Agreement: and

WHEREAS, to comply with its obligations under the Completion Agreement, Landowner desires to place \$_____ in escrow (the “Escrow Funds”) until such time as the District requests the release of the Escrow Funds (“Release” or “Request for Release of Escrow Funds”); and

WHEREAS, District and Landowner desire to enter into this Agreement to provide a dedicated source of funds for the completion of the Park and Amenities portion of the Improvements (“Amenity Costs”), and set forth the terms and conditions upon the use of such Escrow Funds; and

¹ All capitalized terms not defined herein shall be as defined in the Completion Agreement.

WHEREAS, upon receipt by the District of a Requisition of Escrow Funds, the District as District acting as Escrow Agent shall disburse the requested amount of the Escrow Funds, including interest earnings thereon, to pay all or a portion of the Amenity Costs; and

WHEREAS, if within three (3) years from the date of execution of this Agreement, or in the event that District or Landowner files for bankruptcy protection, is adjudged or declared insolvent, or is voluntarily or involuntarily dissolved under the laws of the State of Florida, or for any other reason the parties are unable or unwilling to comply with the provisions of this Agreement or the Completion Agreement, or the intent of such agreements have been frustrated, District shall have the right and title to all Escrow Funds, including interest earning thereon, and shall deposit such funds into the Construction and Acquisition Account of the District's Construction Fund to be used as set forth in the Trust Indenture; and

WHEREAS, District has agreed to hold, invest, and disburse the Escrow Funds as hereinafter set forth.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. RECITALS. The foregoing Recitals are true and correct and are hereby incorporated into this Agreement.

2. DEFINITIONS. Capitalized terms which are not defined within the context of the Agreement are defined in **Exhibit A** attached hereto and made a part hereof or shall have the meanings ascribed in the Completion Agreement.

3. ESTABLISHMENT OF ESCROW ACCOUNT.

3.1. *Appointment of District acting as Escrow Agent.* Landowner and the District hereby appoint District acting as Escrow Agent to serve as District acting as Escrow Agent hereunder. District acting as Escrow Agent hereby accepts such appointment and, upon receipt of the Escrow Funds agrees to hold the same in a separate account and invest and distribute the Escrow Funds in accordance with this Agreement. Landowner has deposited or will cause to be deposited with District acting as Escrow Agent the Escrow Funds.

3.2. *Permitted Uses of Escrow Funds.* The District and Landowner agree that the Escrow Funds in the Escrow Account are to be used exclusively for the purpose of funding the Amenity Costs in accordance with the Improvement Plan and as provided herein.

3.3. Accounting. District acting as Escrow Agent shall furnish to the Landowner an accounting of the receipts in, and disbursements from, the Escrow Account, upon request.

3.4. The execution of this Agreement by the District and Landowner shall serve as authorization by District and Landowner for District acting as Escrow Agent to represent Landowner in any and all other transactions between District and Landowner and shall serve as a waiver of any actual or potential conflict of interest now existing or arising from any future representation of Landowner by District acting as Escrow Agent in any capacity.

4. DISBURSEMENT OF ESCROW FUNDS. The District as District acting as Escrow Agent shall disburse all of the Escrow Funds as follows:

4.1. On or before three (3) years from the Effective Date, within five (5) Business Days to any contractor that the District has entered into an agreement with to construct the Amenities ("Contractor") on behalf of the District or Landowner, and upon District acting as Escrow Agent's receipt of a Release in substantially the form attached hereto as **Exhibit B**, and reviewed and executed by the District Secretary and the District Engineer. The disbursement shall be in an amount set forth in the Release, which amount shall not exceed the actual costs of constructing the Amenities, including any legal or administrative costs associated therewith. Any excess funds remaining in the Escrow Account beyond the amount of funds necessary to complete the Amenities, when such Amenities are completed, shall be released to the District upon District acting as Escrow Agent's receipt of the Release in substantially the form attached hereto as **Exhibit C** executed by the District Secretary and District Engineer to be applied towards additional cost of Improvements and/or deferred construction costs of the Remaining Improvements.

5. INVESTMENT OF ESCROW FUNDS. District acting as Escrow Agent shall invest and reinvest the Escrow Funds as directed by the District Board of Supervisors (subject to applicable minimum investment requirements) in: (1) direct obligations of the United States of America or obligations the principal of and the interest on which are unconditionally guaranteed by the United States of America maturing not more than twelve (12) months from the date of acquisition; or (2) any money market fund collateralized within securities of the types described above the foregoing investment category, including any money market fund managed by District acting as Escrow Agent and any of its affiliates, provided that such investment shall be consistent with the applicable investment policies of the District. District and Landowner agree to provide District acting as Escrow Agent a signed Internal Revenue Service form W-9 upon execution of this Escrow Agreement. The payee of the funds in the Escrow Account shall be deemed to have earned all of the investment income on the Escrow Funds. Notwithstanding anything to the contrary contained herein, District acting as Escrow Agent may without notice to the District or Landowner sell or liquidate any investments at any time the proceeds are required for any release of Escrow Funds permitted or required hereunder. District acting as

Escrow Agent shall not be liable or responsible for any loss, charge, load, premium cost, and/or penalty resulting from any such sale or liquidation. If an investment must be liquidated, the District and Landowner understand that District acting as Escrow Agent must receive clear funds before distributions may be made.

6. *Disputes.*

6.1. *Resolution of Disputes.* Any and all disputes arising between Landowner and District under this Agreement shall be resolved in accordance with the procedures set forth in this Agreement.

6.2. *Rights of District acting as Escrow Agent in Disputes.* If, at any time, there shall exist any dispute between Landowner and the District with respect to the holding or disposition of any portion of the Escrow Funds or any other obligations of the District acting as District acting as Escrow Agent hereunder, or if at any time District acting as Escrow Agent is unable to determine, to District's sole satisfaction, the proper disposition of any portion of the Escrow Funds or District acting as Escrow Agent's proper actions with respect to its obligations hereunder, or if an Landowner and District have not appointed a successor District acting as Escrow Agent if District acting as Escrow Agent resigns hereunder, then District may, in its sole discretion, take either or both of the following actions:

6.2.1. suspend the performance of any of its obligations (including, without limitation, any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of District until a successor Escrow Agent shall have been appointed (as the case may be); *provided, however*, that District acting as Escrow Agent shall continue to hold the Escrow Funds in accordance herewith, and/or

6.2.2. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in Polk County, Florida for instructions with respect to such dispute or uncertainty, and, to the extent required by law, pay into such court all Escrow Funds held by it for holding by such court.

6.3. *Generally.* District acting as Escrow Agent shall have no liability to Landowner, the District, or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of a delay in the disbursement of Escrow Funds or any delay in or with respect to any other action required or requested of District acting as Escrow Agent.

7. RESIGNATION AND REMOVAL OF ESCROW AGENT.

7.1. *Generally.* District acting as Escrow Agent may resign from the performance of its duties at any time by giving twenty (20) Business Days' prior written notice to Landowner and the District or may be removed, with or without cause, by a

Joint Written Direction to District at any time by the giving of ten (10) Business Days' prior written notice to District. Such resignation or removal shall take effect upon the appointment of a successor Escrow Agent as provided hereinbelow and the successor Escrow's Agent's acceptance of the appointment. Upon any such notice of resignation or removal, Landowner and District shall jointly appoint a successor Escrow Agent hereunder.

7.2. *Transmittal of Funds and Records.* Upon its resignation or replacement, District acting as Escrow Agent, shall pay, transfer, transmit and release any and all of the Escrow Funds and related documents and records to the successor Escrow Agent.

8. DISTRICT ACTING AS ESCROW AGENT RIGHTS.

8.1. The parties acknowledge that the obligations of District acting as Escrow Agent shall be determined solely by the express provisions of this Agreement, and no implied duties or obligations of any kind shall be read into this Agreement against or on the part of the District acting as Escrow Agent. District acting as Escrow Agent may act in reliance upon any writing, instrument, and/or signature, whether original or facsimile, which District acting as Escrow Agent, in good faith, believes to be genuine, may assume the validity, truth, and accuracy of any statement or assertion contained in such a writing or instrument, and that any person purporting to give any writing, notice, advice, or instruction in connection with the provisions hereof has been duly authorized to do so. District acting as Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner or validity of any instrument deposited or delivered pursuant to this Agreement, not as to the identity, authority, or right of any person executing the same. Without limiting the foregoing, District acting as Escrow Agent shall have no responsibility to determine whether any Contractor has completed Improvements, or to determine whether Landowner or District has deposited all amounts required to be deposited by the terms of this Agreement.

8.2. District acting as Escrow Agent shall have no liability or obligation with respect to the Escrow Funds except for District acting as Escrow Agent's willful misconduct or gross negligence. District acting as Escrow Agent's sole responsibility shall be for the safekeeping, investment, and disbursement of the Escrow Funds in accordance with the terms of this Agreement.

8.3. District acting as Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein.

8.4. In no event shall District acting as Escrow Agent be liable for incidental, indirect, special, consequential, or punitive damages.

8.5. District acting as Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Escrow Funds, without determination by District acting as Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds is at any time attached,

garnished, or levied upon under any court order, or if the payment, assignment, transfer, conveyance, or delivery of the Escrow funds shall be stayed or enjoined by any court order, or if any order, judgment, or decree shall be made or entered by any court affecting the Escrow Funds, then and in any such event, District acting as Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment, or decree which it is advised by its legal counsel is binding upon District acting as Escrow Agent without the need for appeal or other action. If District acting as Escrow Agent complies with any such order, writ, judgment, or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment, or decree may be subsequently reversed, modified, annulled, set aside or vacated.

9. INDEMNIFICATION OF DISTRICT ACTING AS ESCROW AGENT.

From and at all times after the date of this Agreement, the Landowner shall, to the fullest extent permitted by law and to the extent provided herein, defend, indemnify and hold harmless District acting as Escrow Agent and its affiliates, director, officer, employee, representatives and agent (collectively, the "Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees, paraprofessional fees, costs and expenses (collectively, "Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation, except to the extent such Losses are caused by the District acting as Escrow Agent's gross negligence or willful misconduct. All of the foregoing Losses shall be payable by the Landowner upon demand by any Indemnified Party. The obligations of the Landowner hereunder shall survive the termination of this Agreement.

10. FEES AND EXPENSES OF DISTRICT ACTING AS ESCROW AGENT.

The Landowner shall compensate District acting as Escrow Agent for its services hereunder in advance in accordance with **Exhibit D** attached hereto and, in addition, shall reimburse District acting as Escrow Agent for all of its reasonable out-of-pocket expenses. The obligations of the Landowner under this Section shall survive any termination of this Agreement and resignation or removal of District acting as Escrow Agent.

11. NOTICE. All notices, requests, consents and other communications under this Agreement ("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:

If to Landowner: JMBI Real Estate, LLC
346 East Central Avenue
Winter Haven, Florida 33880
Attn: Warren K. Heath II

With a copy to: Straughn & Turner, P.A.
255 Magnolia Avenue SW
Winter Haven, Florida 33880
Attn: Richard Straughn

If to the District or Escrow Agent: North Powerline Road
Community Development District
219 E. 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: Roy Van Wyk

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 each party may deliver Notice on behalf of such party. 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.

12. AMENDMENT OR WAIVER. This Agreement may be changed, waived, discharged or terminated only by a written agreement duly executed by the District Representative and Landowner Representative. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver of such right. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

13. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

14. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of State of Florida. Each party agrees and consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties relating to the holding, investment and disbursement of the Escrow Funds and sets forth in their entirety the obligations and duties of District acting as Escrow Agent with respect to the Escrow Funds. No third party shall be a beneficiary of this Agreement, or derive any rights or benefits, or have any causes of action, hereunder.

16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason of, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement, and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and permitted assigns.

17. BINDING EFFECT. All of the terms of this Agreement, as amended from time to time, shall be binding upon, inure to the benefit of and be enforceable by the respective representatives, successors and assigns of Landowner, the District and District acting as Escrow Agent.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

19. DEALINGS. District acting as Escrow Agent and any stock holder, director, officer or employee of District acting as Escrow Agent may buy, sell and seal in any of the securities of the District and its affiliates and become pecuniarily interested in any transaction in which Landowner, or the District may be in interest, and contract and lend money to the District, or Landowner and otherwise act as fully and freely as though it were not District acting as Escrow Agent under this Agreement. Nothing herein shall preclude District acting as Escrow Agent from acting in any other capacity for Landowner or the District or for any other entity.

20. ASSIGNMENT. No party hereto may assign this Agreement or any monies to become due hereunder without the prior written approval of the other parties. Any purported assignment without such prior written approval shall be null and void.

21. AUTHORIZATION. The execution of this Agreement, including amendments hereto, has been duly authorized by the appropriate body or official of the parties; the parties have complied with all the requirements of law; and the parties have full power and authority to comply with the terms and provisions of this instrument.

22. HEADINGS FOR CONVENIENCE ONLY. The descriptions heading sin this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

ATTEST:

DEVELOPMENT DISTRICT

**NORTH POWERLINE ROAD
COMMUNITY**

[Print Name] Vice-Chairperson, Board of Supervisors

Lauren O. Schwenk

WITNESSE:

JMBI Real Estate, LLC

[Print Name]

Warren K. Heath II, Manager

WITNESS:

**DEVELOPMENT DISTRICT
AS ESCROW AGENT**

**NORTH POWERLINE ROAD
COMMUNITY**

By: Jillian Burns as Secretary of the Board of Supervisors

EXHIBIT A

DEFINITIONS

“Agreement” shall mean this Agreement together with all modifications and amendments thereof.

“District” shall have the meaning set forth in the initial sentence hereof.

“District Representative” shall mean Jillian Burns, as Secretary of the North Powerline Road Community Development Board of Supervisors or any other person designated in writing signed by the District’s Board of Supervisors and delivered to District acting as Escrow Agent and Landowner in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement. The specimen signatures for the current District Representatives are on file with District acting as Escrow Agent. No substitution or addition of a District Representative shall be effective without a specimen signature for such substitute or additional District Representative.

“Business Day” shall mean any day upon which District acting as Escrow Agent is open to the public for business.

“Effective Date” shall mean the date upon which the last of the District, Landowner, and District acting as Escrow Agent shall have executed this Agreement.

“Landowner” shall have the meaning set forth in the initial sentence hereof.

“Landowner Representative” shall mean Warren K. Heath, Manager of JMBI Real Estate, LLC, or any other person designated in writing signed by the Landowner Representative and delivered to District acting as Escrow Agent and the District in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement. The specimen signatures for the current Landowner Representatives are on file with District acting as Escrow Agent. No substitution or addition of a Landowner Representative shall be effective without a specimen signature for such substitute or additional Landowner Representative.

“Escrow Account” shall mean the account created by District acting as Escrow Agent pursuant to this Agreement.

“District acting as Escrow Agent” shall have the meaning set forth in the initial sentence hereof.

“Escrow Funds” shall mean the amount set forth in the fifth “Whereas” clause of this Agreement, and all income, interest, and dividends thereon. Each reference herein to the Escrow Funds shall be deemed a reference to a portion of such funds, or all of such funds, as applicable.

“Improvements” shall have the meaning set forth in the Recitals hereof.

“Indemnified Parties” shall have the meaning set forth in Section 9 hereof.

“Written Direction” shall mean a written direction executed by a District Representative and a Landowner Representative directing District acting as Escrow Agent to take or refrain from taking an action pursuant to this Agreement.

“Losses” shall have the meaning set forth in Section 9 hereof.

“Release of Escrow Funds” shall have the meaning set forth in the Recitals hereof.

“Requisition” shall me the form of requisition identified as Exhibit D to the Master Trust indenture dated December 1, 2020.

EXHIBIT B
FORM OF RELEASE – REQUEST FOR RELEASE OF ESCROW FUNDS

(This form is for use by District only, before or during three (3) years from the Effective Date of the Agreement.) Must attach a copy of approved Requisition.

_____, 2021
District acting as Escrow Agent.
219 E. Livingston Street
Orlando, Florida 32801

Re: *Escrow Agreement* dated _____, 2021, by and among the North Powerline Road Community Development District (the “District”), JMBI Real Estate, LLC (“Landowner”) and District acting as Escrow Agent.

Dear _____:

Pursuant to the Escrow Agreement, District acting as Escrow Agent is hereby requested and authorized to disburse: \$ _____ United States Dollars to:

To the following Payee: _____ [name]
_____ [address]

Very truly yours,

[_____]
[District Representative]

BELOW FOR USE BY DISTRICT ACTING AS ESCROW AGENT FOR REVIEW AND APPROVAL ONLY

Approved this _____ day of _____, 2021, by NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: Jillian Burns
Title: Secretary
Date: _____

By: _____
Name: Heather Wertz
Title: District Engineer
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by Jillian Burns and Heather Wertz as Secretary and District Engineer, respectively, for the North Powerline Road Community Development District, a local unit of special purpose government, on behalf of its Board of Supervisors.

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

EXHIBIT C
FORM OF RELEASE – REQUEST FOR RELEASE OF ESCROW FUNDS

(This form is for use in the event any excess funds remain in the Escrow Account beyond the amount of funds necessary to complete the Amenities)

_____, 2021
District acting as Escrow Agent.
219 E. Livingston Street
Orlando, Florida 32817

Re: *Escrow Agreement* dated _____, 2021, by and among the North Powerline Road Community Development District (the “District”), JMBI Real Estate, LLC (“Landowner”) and District acting as Escrow Agent.

Dear _____:

Please be advised that District or Landowner has completed the Amenities and met all applicable requirements of the Escrow Agreement. Therefore, the remaining funds in the Escrow Account may be released to the District to be applied towards additional cost of Improvements and/or deferred construction costs of the Remaining Improvements, pursuant to Section 4 of the Escrow Agreement. If you have any questions, or if I may be of any assistance, please feel free to contact me at your convenience.

Very truly yours,

(District Representative)

BELOW FOR USE BY DISTRICT ACTING AS ESCROW AGENT FOR REVIEW AND APPROVAL ONLY

Approved this _____ day of _____, 2021, by NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: Jillian Burns
Title: Secretary
Date: _____

By: _____
Name: Heather Wertz
Title: District Engineer
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by Jillian Burns and Heather Wertz as Secretary and District Engineer, respectively, for the North Powerline Road Community Development District, a local unit of special purpose government, on behalf of its Board of Supervisors.

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

EXHIBIT D
FEE SCHEDULE (guidelines)

FEE SCHEDULE (guidelines)

Legal Fee:

Legal Fee (applicable towards Legal Fees and other expenses)	at cost
--	---------

Administration Fee:

Annual Administration Fee in advance (no pro-ration)	\$ _____
---	----------

Activity Charges:

Disbursement/ Deposits	-0- each
Investment Transactions (Excluding Money Market Funds)	-0- Buy/Sell each
Cash Management Fee (Money Market Funds only)	0 basic points on average monthly balance
Return Checks 1099 Preparation	\$ _____ -0- each
Wire	_____ _____
Out of Pocket Expenses	At cost
Additional Services	At cost

SECTION IX

ESCROW AGREEMENT
(NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT AMENITIES)

THIS ESCROW AGREEMENT (this “Agreement”) is made as of this _____ day of _____, 2021 (“Effective Date”), by and among the North Powerline Road Community Development District, a special-purpose unit of local government with offices at 219 E. Livingston Street, Orlando, Florida 32801, (“District” or “District acting as Escrow Agent ”); and JMBI Real Estate, LLC, a Florida limited liability company with offices located at 346 East Central Boulevard, Winter Haven, Florida 33880, (“Landowner” or “Developer”).

RECITALS

WHEREAS, the District has agreed to fund and/or acquire certain infrastructure improvements, (the “Improvements”), within the North Powerline Road Community Development District, which Improvements include those capital infrastructures known as Phase 1 Project to be constructed in accordance with plans, specifications, and *Engineer’s Report for Capital Improvements Second Amended and Restated February 2020*, (the “Improvement Plan”) prepared the District Engineer; and

WHEREAS, pursuant to that certain *Agreement between the North Powerline Road Community Development District and JMBI Real Estate, Regarding the Completion of Certain Improvements*, dated December 14, 2020 (the “Completion Agreement”), incorporated herein by this reference, the Landowner agreed to cause funds to be provided to the District to complete Phase 1 of the Series 2020 Project, as set forth in the Improvement Plan, not funded by the proceeds of the North Powerline Road Community Development District Special Assessment Bonds, Series 2020, (the “Series 2020 Bonds”)¹; and

WHEREAS, included within the Improvements is the construction of certain parks and amenities (“Amenities”), as described in the Improvement Plan; and

WHEREAS, as consideration for ensuring that the District will issue the Series 2020 Bonds, Landowner agreed to provide at least \$1,262,365.00 to the District for the construction Remaining Improvements, including the Parks and Amenities, as set forth in the Completion Agreement: and

WHEREAS, to comply with its obligations under the Completion Agreement, Landowner desires to place \$ _____ in escrow (the “Escrow Funds”) until such time as the District requests the release of the Escrow Funds (“Release” or “Request for Release of Escrow Funds”); and

WHEREAS, District and Landowner desire to enter into this Agreement to provide a dedicated source of funds for the completion of the Park and Amenities portion of the Improvements (“Amenity Costs”), and set forth the terms and conditions upon the use of such Escrow Funds; and

¹ All capitalized terms not defined herein shall be as defined in the Completion Agreement.

WHEREAS, upon receipt by the District of a Requisition of Escrow Funds, the District as District acting as Escrow Agent shall disburse the requested amount of the Escrow Funds, including interest earnings thereon, to pay all or a portion of the Amenity Costs; and

WHEREAS, if within three (3) years from the date of execution of this Agreement, or in the event that District or Landowner files for bankruptcy protection, is adjudged or declared insolvent, or is voluntarily or involuntarily dissolved under the laws of the State of Florida, or for any other reason the parties are unable or unwilling to comply with the provisions of this Agreement or the Completion Agreement, or the intent of such agreements have been frustrated, District shall have the right and title to all Escrow Funds, including interest earning thereon, and shall deposit such funds into the Construction and Acquisition Account of the District's Construction Fund to be used as set forth in the Trust Indenture; and

WHEREAS, District has agreed to hold, invest, and disburse the Escrow Funds as hereinafter set forth.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. RECITALS. The foregoing Recitals are true and correct and are hereby incorporated into this Agreement.

2. DEFINITIONS. Capitalized terms which are not defined within the context of the Agreement are defined in **Exhibit A** attached hereto and made a part hereof or shall have the meanings ascribed in the Completion Agreement.

3. ESTABLISHMENT OF ESCROW ACCOUNT.

3.1. *Appointment of District acting as Escrow Agent.* Landowner and the District hereby appoint District acting as Escrow Agent to serve as District acting as Escrow Agent hereunder. District acting as Escrow Agent hereby accepts such appointment and, upon receipt of the Escrow Funds agrees to hold the same in a separate account and invest and distribute the Escrow Funds in accordance with this Agreement. Landowner has deposited or will cause to be deposited with District acting as Escrow Agent the Escrow Funds.

3.2. *Permitted Uses of Escrow Funds.* The District and Landowner agree that the Escrow Funds in the Escrow Account are to be used exclusively for the purpose of funding the Amenity Costs in accordance with the Improvement Plan and as provided herein.

3.3. *Accounting.* District acting as Escrow Agent shall furnish to the Landowner an accounting of the receipts in, and disbursements from, the Escrow Account, upon request.

3.4. The execution of this Agreement by the District and Landowner shall serve as authorization by District and Landowner for District acting as Escrow Agent to represent Landowner in any and all other transactions between District and Landowner and shall serve as a waiver of any actual or potential conflict of interest now existing or arising from any future representation of Landowner by District acting as Escrow Agent in any capacity.

4. DISBURSEMENT OF ESCROW FUNDS. The District as District acting as Escrow Agent shall disburse all of the Escrow Funds as follows:

4.1. On or before three (3) years from the Effective Date, within five (5) Business Days to any contractor that the District has entered into an agreement with to construct the Amenities (“Contractor”) on behalf of the District or Landowner, and upon District acting as Escrow Agent ’s receipt of a Release in substantially the form attached hereto as **Exhibit B**, and reviewed and executed by the District Secretary and the District Engineer. The disbursement shall be in an amount set forth in the Release, which amount shall not exceed the actual costs of constructing the Amenities, including any legal or administrative costs associated therewith. Any excess funds remaining in the Escrow Account beyond the amount of funds necessary to complete the Amenities, when such Amenities are completed, shall be released to the District upon District acting as Escrow Agent ’s receipt of the Release in substantially the form attached hereto as **Exhibit C** executed by the District Secretary and District Engineer to be applied towards additional cost of Improvements and/or deferred construction costs of the Remaining Improvements.

5. INVESTMENT OF ESCROW FUNDS. District acting as Escrow Agent shall invest and reinvest the Escrow Funds as directed by the District Board of Supervisors (subject to applicable minimum investment requirements) in: (1) direct obligations of the United States of America or obligations the principal of and the interest on which are unconditionally guaranteed by the United States of America maturing not more than twelve (12) months from the date of acquisition; or (2) any money market fund collateralized within securities of the types described above the foregoing investment category, including any money market fund managed by District acting as Escrow Agent and any of its affiliates, provided that such investment shall be consistent with the applicable investment policies of the District. District and Landowner agree to provide District acting as Escrow Agent a signed Internal Revenue Service form W-9 upon execution of this Escrow Agreement. The payee of the funds in the Escrow Account shall be deemed to have earned all of the investment income on the Escrow Funds. Notwithstanding anything to the contrary contained herein, District acting as Escrow Agent may without notice to the District or Landowner sell or liquidate any investments at any time the proceeds are required for any release of Escrow Funds permitted or required hereunder. District acting as Escrow Agent shall not be liable or responsible for any loss, charge, load, premium cost, and/or penalty resulting from any such sale or liquidation. If an investment must be liquidated, the District and Landowner understand that District acting as Escrow Agent must receive clear funds before distributions may be made.

6. Disputes.

6.1. Resolution of Disputes. Any and all disputes arising between Landowner and District under this Agreement shall be resolved in accordance with the procedures set forth in this Agreement.

6.2. Rights of District acting as Escrow Agent in Disputes. If, at any time, there shall exist any dispute between Landowner and the District with respect to the holding or disposition of any portion of the Escrow Funds or any other obligations of the District acting as District acting as Escrow Agent hereunder, or if at any time District acting as Escrow Agent is unable to determine, to District's sole satisfaction, the proper disposition of any portion of the Escrow Funds or District acting as Escrow Agent's proper actions with respect to its obligations hereunder, or if an Landowner and District have not appointed a successor District acting as Escrow Agent if District acting as Escrow Agent resigns hereunder, then District may, in its sole discretion, take either or both of the following actions:

6.2.1. suspend the performance of any of its obligations (including, without limitation, any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of District until a successor Escrow Agent shall have been appointed (as the case may be); *provided, however*, that District acting as Escrow Agent shall continue to hold the Escrow Funds in accordance herewith, and/or

6.2.2. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in Polk County, Florida for instructions with respect to such dispute or uncertainty, and, to the extent required by law, pay into such court all Escrow Funds held by it for holding by such court.

6.3. Generally. District acting as Escrow Agent shall have no liability to Landowner, the District, or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of a delay in the disbursement of Escrow Funds or any delay in or with respect to any other action required or requested of District acting as Escrow Agent.

7. RESIGNATION AND REMOVAL OF ESCROW AGENT.

7.1. Generally. District acting as Escrow Agent may resign from the performance of its duties at any time by giving twenty (20) Business Days' prior written notice to Landowner and the District or may be removed, with or without cause, by a Joint Written Direction to District at any time by the giving of ten (10) Business Days' prior written notice to District. Such resignation or removal shall

take effect upon the appointment of a successor Escrow Agent as provided hereinbelow and the successor Escrow's Agent's acceptance of the appointment. Upon any such notice of resignation or removal, Landowner and District shall jointly appoint a successor Escrow Agent hereunder.

7.2. *Transmittal of Funds and Records.* Upon its resignation or replacement, District acting as Escrow Agent, shall pay, transfer, transmit and release any and all of the Escrow Funds and related documents and records to the successor Escrow Agent.

8. DISTRICT ACTING AS ESCROW AGENT RIGHTS.

8.1. The parties acknowledge that the obligations of District acting as Escrow Agent shall be determined solely by the express provisions of this Agreement, and no implied duties or obligations of any kind shall be read into this Agreement against or on the part of the District acting as Escrow Agent. District acting as Escrow Agent may act in reliance upon any writing, instrument, and/or signature, whether original or facsimile, which District acting as Escrow Agent, in good faith, believes to be genuine, may assume the validity, truth, and accuracy of any statement or assertion contained in such a writing or instrument, and that any person purporting to give any writing, notice, advice, or instruction in connection with the provisions hereof has been duly authorized to do so. District acting as Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner or validity of any instrument deposited or delivered pursuant to this Agreement, not as to the identity, authority, or right of any person executing the same. Without limiting the foregoing, District acting as Escrow Agent shall have no responsibility to determine whether any Contractor has completed Improvements, or to determine whether Landowner or District has deposited all amounts required to be deposited by the terms of this Agreement.

8.2. District acting as Escrow Agent shall have no liability or obligation with respect to the Escrow Funds except for District acting as Escrow Agent's willful misconduct or gross negligence. District acting as Escrow Agent's sole responsibility shall be for the safekeeping, investment, and disbursement of the Escrow Funds in accordance with the terms of this Agreement.

8.3. District acting as Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein.

8.4. In no event shall District acting as Escrow Agent be liable for incidental, indirect, special, consequential, or punitive damages.

8.5. District acting as Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Escrow Funds, without determination by District acting as Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds is at any time attached, garnished, or levied upon under any court order, or if the payment, assignment, transfer, conveyance, or delivery of the Escrow funds shall be stayed

or enjoined by any court order, or if any order, judgment, or decree shall be made or entered by any court affecting the Escrow Funds, then and in any such event, District acting as Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment, or decree which it is advised by its legal counsel is binding upon District acting as Escrow Agent without the need for appeal or other action. If District acting as Escrow Agent complies with any such order, writ, judgment, or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment, or decree may be subsequently reversed, modified, annulled, set aside or vacated.

9. INDEMNIFICATION OF DISTRICT ACTING AS ESCROW AGENT. From and at all times after the date of this Agreement, the Landowner shall, to the fullest extent permitted by law and to the extent provided herein, defend, indemnify and hold harmless District acting as Escrow Agent and its affiliates, director, officer, employee, representatives and agent (collectively, the "Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees, paraprofessional fees, costs and expenses (collectively, "Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation, except to the extent such Losses are caused by the District acting as Escrow Agent's gross negligence or willful misconduct. All of the foregoing Losses shall be payable by the Landowner upon demand by any Indemnified Party. The obligations of the Landowner hereunder shall survive the termination of this Agreement.

10. FEES AND EXPENSES OF DISTRICT ACTING AS ESCROW AGENT. The Landowner shall compensate District acting as Escrow Agent for its services hereunder in advance in accordance with **Exhibit D** attached hereto and, in addition, shall reimburse District acting as Escrow Agent for all of its reasonable out-of-pocket expenses. The obligations of the Landowner under this Section shall survive any termination of this Agreement and resignation or removal of District acting as Escrow Agent.

11. NOTICE. All notices, requests, consents and other communications under this Agreement ("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:

If to Landowner: JMBI Real Estate, LLC
346 East Central Avenue
Winter Haven, Florida 33880
Attn: Warren K. Heath II

With a copy to: Straughn & Turner, P.A.
255 Magnolia Avenue SW
Winter Haven, Florida 33880
Attn: Richard Straughn

If to the District or Escrow Agent:
North Powerline Road
Community Development District
219 E. 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: Roy Van Wyk

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 each party may deliver Notice on behalf of such party. 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.

12. AMENDMENT OR WAIVER. This Agreement may be changed, waived, discharged or terminated only by a written agreement duly executed by the District Representative and Landowner Representative. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver of such right. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

13. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

14. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of State of Florida. Each party agrees and consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties relating to the holding, investment and disbursement of the Escrow

Funds and sets forth in their entirety the obligations and duties of District acting as Escrow Agent with respect to the Escrow Funds. No third party shall be a beneficiary of this Agreement, or derive any rights or benefits, or have any causes of action, hereunder.

16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason of, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement, and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and permitted assigns.

17. BINDING EFFECT. All of the terms of this Agreement, as amended from time to time, shall be binding upon, inure to the benefit of and be enforceable by the respective representatives, successors and assigns of Landowner, the District and District acting as Escrow Agent.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

19. DEALINGS. District acting as Escrow Agent and any stock holder, director, officer or employee of District acting as Escrow Agent may buy, sell and seal in any of the securities of the District and its affiliates and become pecuniarily interested in any transaction in which Landowner, or the District may be in interest, and contract and lend money to the District, or Landowner and otherwise act as fully and freely as though it were not District acting as Escrow Agent under this Agreement. Nothing herein shall preclude District acting as Escrow Agent from acting in any other capacity for Landowner or the District or for any other entity.

20. ASSIGNMENT. No party hereto may assign this Agreement or any monies to become due hereunder without the prior written approval of the other parties. Any purported assignment without such prior written approval shall be null and void.

21. AUTHORIZATION. The execution of this Agreement, including amendments hereto, has been duly authorized by the appropriate body or official of the parties; the parties have complied with all the requirements of law; and the parties have full power and authority to comply with the terms and provisions of this instrument.

22. HEADINGS FOR CONVENIENCE ONLY. The descriptions heading in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

[SIGNATURE PAGE OF PARTIES TO ESCROW AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

ATTEST:

**NORTH POWERLINE ROAD
COMMUNITY
DEVELOPMENT DISTRICT**

[Print Name]

Lauren O. Schwenk
Vice-Chairperson, Board of
Supervisors

WITNESSE:

JMBI Real Estate, LLC

[Print Name]

Warren K. Heath II, Manager

WITNESS:

**NORTH POWERLINE ROAD
COMMUNITY
DEVELOPMENT DISTRICT
AS ESCROW AGENT**

By: Jillian Burns as Secretary of the
Board of Supervisors

EXHIBIT A

DEFINITIONS

“Agreement” shall mean this Agreement together with all modifications and amendments thereof.

“District” shall have the meaning set forth in the initial sentence hereof.

“District Representative” shall mean Jillian Burns, as Secretary of the North Powerline Road Community Development Board of Supervisors or any other person designated in writing signed by the District’s Board of Supervisors and delivered to District acting as Escrow Agent and Landowner in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement. The specimen signatures for the current District Representatives are on file with District acting as Escrow Agent. No substitution or addition of a District Representative shall be effective without a specimen signature for such substitute or additional District Representative.

“Business Day” shall mean any day upon which District acting as Escrow Agent is open to the public for business.

“Effective Date” shall mean the date upon which the last of the District, Landowner, and District acting as Escrow Agent shall have executed this Agreement.

“Landowner” shall have the meaning set forth in the initial sentence hereof.

“Landowner Representative” shall mean Warren K. Heath, Manager of JMBI Real Estate, LLC, or any other person designated in writing signed by the Landowner Representative and delivered to District acting as Escrow Agent and the District in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement. The specimen signatures for the current Landowner Representatives are on file with District acting as Escrow Agent. No substitution or addition of a Landowner Representative shall be effective without a specimen signature for such substitute or additional Landowner Representative.

“Escrow Account” shall mean the account created by District acting as Escrow Agent pursuant to this Agreement.

“District acting as Escrow Agent” shall have the meaning set forth in the initial sentence hereof.

“Escrow Funds” shall mean the amount set forth in the fifth “Whereas” clause of this Agreement, and all income, interest, and dividends thereon. Each reference herein to the Escrow Funds shall be deemed a reference to a portion of such funds, or all of such funds, as applicable.

“Improvements” shall have the meaning set forth in the Recitals hereof.

“Indemnified Parties” shall have the meaning set forth in Section 9 hereof.

“Written Direction” shall mean a written direction executed by a District Representative and a Landowner Representative directing District acting as Escrow Agent to take or refrain from taking an action pursuant to this Agreement.

“Losses” shall have the meaning set forth in Section 9 hereof.

“Release of Escrow Funds” shall have the meaning set forth in the Recitals hereof.

“Requisition” shall me the form of requisition identified as Exhibit D to the Master Trust indenture dated December 1, 2020.

EXHIBIT B
FORM OF RELEASE – REQUEST FOR RELEASE OF ESCROW FUNDS

(This form is for use by District only, before or during three (3) years from the Effective Date of the Agreement.) Must attach a copy of approved Requisition.

_____, 2021
District acting as Escrow Agent.
219 E. Livingston Street
Orlando, Florida 32801

Re: *Escrow Agreement* dated _____, 2021, by and among the North Powerline Road Community Development District (the “District”), JMBI Real Estate, LLC (“Landowner”) and District acting as Escrow Agent.

Dear _____:

Pursuant to the Escrow Agreement, District acting as Escrow Agent is hereby requested and authorized to disburse: \$ _____ United States Dollars to:

To the following Payee: _____ [name]
_____ [address]

Very truly yours,

[_____] [District Representative]

BELOW FOR USE BY DISTRICT ACTING AS ESCROW AGENT FOR REVIEW AND APPROVAL ONLY

Approved this _____ day of _____, 2021, by NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: Jillian Burns
Title: Secretary
Date: _____

By: _____
Name: Heather Wertz
Title: District Engineer
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by Jillian Burns and Heather Wertz as Secretary and District Engineer, respectively, for the North Powerline Road Community Development District, a local unit of special purpose government, on behalf of its Board of Supervisors.

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

EXHIBIT C
FORM OF RELEASE – REQUEST FOR RELEASE OF ESCROW FUNDS

(This form is for use in the event any excess funds remain in the Escrow Account beyond the amount of funds necessary to complete the Amenities)

_____, 2021
District acting as Escrow Agent.
219 E. Livingston Street
Orlando, Florida 32817

Re: *Escrow Agreement* dated _____, 2021, by and among the North Powerline Road Community Development District (the “District”), JMBI Real Estate, LLC (“Landowner”) and District acting as Escrow Agent.

Dear _____:

Please be advised that District or Landowner has completed the Amenities and met all applicable requirements of the Escrow Agreement. Therefore, the remaining funds in the Escrow Account may be released to the District to be applied towards additional cost of Improvements and/or deferred construction costs of the Remaining Improvements, pursuant to Section 4 of the Escrow Agreement. If you have any questions, or if I may be of any assistance, please feel free to contact me at your convenience.

Very truly yours,

(District Representative)

BELOW FOR USE BY DISTRICT ACTING AS ESCROW AGENT FOR REVIEW AND APPROVAL ONLY

Approved this _____ day of _____, 2021, by NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: Jillian Burns
Title: Secretary
Date: _____

By: _____
Name: Heather Wertz
Title: District Engineer
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by Jillian Burns and Heather Wertz as Secretary and District Engineer, respectively, for the North Powerline Road Community Development District, a local unit of special purpose government, on behalf of its Board of Supervisors.

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

EXHIBIT D
FEES PAYABLE TO DISTRICT ACTING AS ESCROW AGENT

FEE SCHEDULE (guidelines)

Legal Fee:

Legal Fee (applicable towards Legal Fees and other expenses)	at cost
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Administration Fee:

Annual Administration Fee in advance (no pro-ration)	\$ _____
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Activity Charges:

Disbursement/ Deposits	-0- each
Investment Transactions (Excluding Money Market Funds)	-0- Buy/Sell each
Cash Management Fee (Money Market Funds only)	0 basic points on average monthly balance
Return Checks	\$ _____
1099 Preparation	-0- each
Wire	_____ _____
Out of Pocket Expenses	At cost
Additional Services	At cost

SECTION X



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

March 9, 2021

Board of Supervisors
North Powerline Road Community Development District
c/o GMS Central Florida, LLC
219 E. Livingston Street
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide North Powerline Road Community Development District, Polk County, Florida (the "District") for the fiscal year ended September 30, 2020. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of North Powerline Road Community Development District for the fiscal year ended September 30, 2020. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2020 audit.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal

agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801 OR BY E-MAIL AT JBURNS@GMSCFL.COM OR BY PHONE AT (407) 841-5524.

Our fee for these services will not exceed \$4,500 for the September 30, 2020 audit, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. The District will be obligated to compensate Grau & Associates for all time expended and to reimburse us for all out-of-pocket costs through the date of termination, subject to any offsets the District may have against Grau & Associates. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District may terminate this agreement, with or without consent, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to North Powerline Road Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

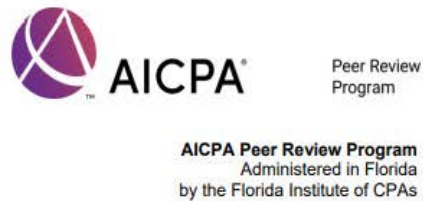
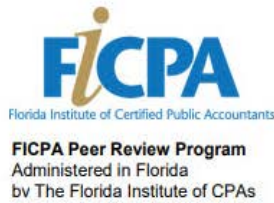
RESPONSE:

This letter correctly sets forth the understanding of North Powerline Road Community Development District.

By: _____

Title: _____

Date: _____



February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

SECTION XI

SECTION C

SECTION 1

SECTION (a)

Requisition	Payee/Vendor		Amount
28	JMBI Real Estate, LLC	\$	3,000.00
29	JMBI Real Estate, LLC	\$	8,359.00
30	Greenberg Traurig	\$	1,161.75
31	JMBI Real Estate, LLC	\$	3,000.00
32	The Kearney Companies, LLC	\$	26,539.86
33	Atlantic TNG	\$	1,423.00
34	VOIDED	\$	-
35	Florida Soil Cement Co.	\$	572.00
36	JMBI Real Estate, LLC	\$	3,000.00
	TOTAL	\$	47,055.61

SECTION (b)

Requisition	Payee/Vendor	Amount
13	Cobb Site Development, Inc.	\$ 75,450.38
14	Tucker Paving, Inc.	\$ 143,072.79
15	Atlantic TNG	\$ 92,262.00
16	County Materials Corporation	\$ 126,401.44
17	Ferguson Waterworks	\$ 100,740.96
18	Greenberg Traurig	\$ 1,161.75
19	Hopping, Green & Sams	\$ 2,858.16
20	Absolute Engineering, Inc.	\$ 29,830.14
21	Hopping, Green & Sams	\$ 116.00
22	VOIDED	\$ -
23	Atlantic TNG	\$ 71,178.00
24	Ferguson Waterworks	\$ 54,093.12
25	County Materials Corporation	\$ 160,133.44
26	Tucker Paving, Inc.	\$ 155,805.70
27	NPR 2020 Ph. 1 Construction Account	\$ 506,540.65
28	Absolute Engineering, Inc.	\$ 14,381.82
29	NPR 2020 Ph. 1 Construction Account	\$ 9,300.00
30	Tucker Paving, Inc.	\$ 519,940.90
31	Atlantic TNG	\$ 17,326.00
32	Ferguson Waterworks	\$ 18,258.85
TOTAL		\$ 2,098,852.10