

*North Powerline Road
Community Development District*

Meeting Agenda

April 20, 2022

AGENDA

North Powerline Road

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

April 13, 2022

**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 **Wednesday, April 20, 2022 at 1:30 PM** at **346 East Central Ave., Winter Haven, FL 33880**.

Zoom Video Link: <https://us06web.zoom.us/j/86711045297>

Zoom Call-In Number: 1-646-876-9923

Meeting ID: 867 1104 5297

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 March 16, 2022 Board of Supervisors Meeting
4. Consideration of Resolution 2022-10 Amending the Delegation Resolution
5. Presentation and Approval of Updated Third Amended and Restated Engineer's Report
6. Presentation and Approval of Updated Supplemental Assessment Methodology for AA2
7. Consideration of Series 2022 Developer Agreements:
 - A. Phase 3
 - i. True-Up Agreement
 - ii. Collateral Assignment Agreement
 - iii. Completion Agreement
 - iv. Acquisition Agreement
 - v. Declaration of Consent
 - B. Phase 4
 - i. True-Up Agreement
 - ii. Collateral Assignment Agreement
 - iii. Completion Agreement
 - iv. Acquisition Agreement
 - v. Declaration of Consent
8. Consideration of Resolution 2022-08 Supplemental Assessment Resolution
9. Public Hearing
 - A. Public Hearing on the Adoption of Amenity Policies and Rates
 - i. Consideration of Resolution 2022-11 Adopting Amenity Policies and Rates for the District

¹ Comments will be limited to three (3) minutes

10. Staff Reports

A. Attorney

B. Engineer

C. Field Manager's Report

i. Consideration of Solar Lighting at the Mailboxes (*to be provided under separate cover*)

D. District Manager's Report

i. Approval of Check Register

ii. Balance Sheet & Income Statement

11. Other Business

12. Supervisors Requests and Audience Comments

13. Adjournment

MINUTES

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

The regular meeting of the Board of Supervisors of the North Powerline Road Community Development District was held on Wednesday, **March 16, 2022** at 1:30 p.m. at 346 East Central Ave., Winter Haven, Florida.

Present and constituting a quorum:

Lauren Schwenk
Patrick Marone
Andrew Rhinehart
Kevin Chinoy

Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Roy Van Wyk
Jake Whealdon
Marshall Tindall

District Manager/GMS
KE Law
KE Law
GMS

The following is a summary of the discussions and actions taken at the March 16, 2022 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 or in person. There being no public comments, the next item followed.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the February 23,
2022 Board of Supervisors Meeting**

Ms. Burns presented the February 23, 2022 meeting minutes and asked for any comments, corrections, or changes. The Board had no changes to the minutes.

On MOTION by Ms. Schwenk, seconded by Mr. Chinoy, with all in favor, the Minutes of the February 23, 2022 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Series 2022 Developer Agreement (Phase 3) *(to be provided under separate cover)*

- A. True-Up Agreement**
- B. Collateral Assignment Agreement**
- C. Completion Agreement**
- D. Acquisition Agreement**
- E. Declaration of Consent**

This item was tabled.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2022-08 Supplemental Assessment Resolution *(to be provided under separate cover)*

This item was tabled.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2022-09 Authorizing the Use of Electronic Documents and Signatures

Ms. Burns noted that this will allow the Board to use DocuSign for most of their documents.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, Resolution 2022-09 Authorizing the Use of Electronic Documents and Signature, was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Whealdon noted he had nothing further to report.

B. Engineer

There being none, the next item followed.

C. Field Manager's Report

Mr. Tindall presented the field manager's report to the Board.

i. Consideration of Pond Contract Amendment for Phase 2 from Aquagenix

Mr. Tindall presented the proposal for the pond contract amendment totaling \$10,593.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Pond Contract Amendment for Phase 2 from Aquagenix, was approved.

ii. Consideration of Proposal for Janitorial Services *(to be provided under separate cover)*

Mr. Tindall presented the proposal for janitorial services from Clean Star.

On MOTION by Ms. Schwenk, seconded by Mr. Marone, with all in favor, the Proposal for Janitorial Services with CSS, was approved.

iii. Consideration of Proposal for Pest Maintenance Services *(to be provided under separate cover)*

Mr. Tindall presented the proposal from Massey for \$480 annually and asked for a motion to approve.

On MOTION by Mr. Marone, seconded by Mr. Rhinehart, with all in favor, the Proposal for Pest Maintenance Services with Massey, was approved.

D. District Manager's Report

i. Proposal for Pool Furniture

Ms. Burns presented the proposal, noting the total was \$12,746.16. She asked for a motion to approve.

On MOTION by Mr. Marone, seconded by Mr. Rhinehart, with all in favor, the Proposal for Pool Furniture, was approved.

ii. Authorization of Chairman to Sign Lease Purchase Agreement

Ms. Burns presented the agreement and asked for motion to approve.

On MOTION by Mr. Marone, seconded by Mr. Rhinehart, with all in favor, Authorization for Chairman to Sign Lease Purchase Agreement, was approved.

iii. Approval of Check Register

Ms. Burns reviewed the check register. The Board had no questions.

On MOTION by Mr. Marone, seconded by Mr. Rhinehart, with all in favor, the Check Register, was approved.

iv. Balance Sheet and Income Statement

Ms. Burns stated that these were included in the packet and no action was needed.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

Ms. Burns asked for a motion to continue the meeting to April 5th at 2:00 p.m. at 346 E. Central Ave., Winter Haven, FL 33880.

On MOTION by Mr. Marone, seconded by Mr. Rhinehart, with all in favor, the meeting was continued.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV

RESOLUTION NO. 2022-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT AMENDING AND SUPPLEMENTING RESOLUTION NO. 2022-06 TO AMEND CERTAIN PROVISIONS OF SECTIONS 1 AND 5 THEREOF RELATING TO THE CONDITIONS FOR THE ISSUANCE OF ITS NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022 (THE "SERIES 2022 BONDS") RATIFYING AND CONFIRMING ALL ACTIONS HERETOFORE TAKEN RELATING TO THE SALE OF THE SERIES 2022 BONDS; PROVIDING FOR INCIDENTAL ACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, North Powerline Road Community Development District (the "District") is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and created by Ordinance No. 18-036 enacted by the Board of County Commissioners of Polk County, Florida (the "County") on June 5, 2018, as amended by Ordinance Nos. 20-028, 20-046 and 22-001, enacted by the Board of County Commissioners of the County on June 16, 2020, December 2, 2020 and January 4, 2022, respectively, and approved and consented to by the City Commission of the City of Davenport, Florida pursuant to Resolution Nos. 387-18, 456-20 and 474-21, adopted on March 19, 2018, November 16, 2020 and December 6, 2021, respectively; and

WHEREAS, the District determined to undertake, in one or more stages, the acquisition and/or construction of additional public infrastructure improvements for the special benefit of the District Lands (the "Series 2022 Project"), as described in the Engineer's Report for Capital Improvements Third Amended and Restated dated February 2022; and

WHEREAS, the Series 2022 Project is to be financed in part with proceeds of the Series 2022 Bonds authorized to be issued pursuant to Resolution No. 2022-06 (the "Original Delegation Resolution") adopted by the Board of the District on February 23, 2022, in a principal amount not to exceed \$9,315,000; and

WHEREAS, the District's methodology for allocating debt to property within the District is set forth in the Supplemental Assessment Methodology – Assessment Area Two for North Powerline Road Community Development District dated April 5, 2022 (the "Supplemental Assessment Methodology") prepared by the District's assessment consultant, Governmental Management Services – Central Florida, LLC, which reflects certain increases in costs of the financing of the Series 2022 Project which changed following the adoption of the Original Delegation Resolution; and

WHEREAS, the District now desires to amend the provisions of the Original Delegation Resolution to increase the maximum principal amount of Series 2022 Bonds that can be issued pursuant to Sections 1 and 5 thereof from \$9,315,000 to \$11,000,000, as reflected in the Supplemental Assessment Methodology; and

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

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

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

There are hereby authorized and directed to be issued: the North Powerline Road Community Development District Special Assessment Bonds, Series 2022 (the "Series 2022 Bonds") in an aggregate principal amount not to exceed \$11,000,000, for the purposes of (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2022 Project, (ii) making a deposit to the Series 2022 Reserve Account in an amount equal to the Series 2022 Reserve Requirement, (iii) funding a portion of the interest coming due on the Series 2022 Bonds, and (iv) paying certain costs of issuance in respect of the Series 2022 Bonds. The Series 2022 Bonds shall be issued under and secured by the Indenture, the form of which by reference is hereby incorporated into this resolution as if set forth in full herein.

Section 3. Amendment of Section 5(iii) of the Original Delegation Resolution. Section 5(iii) of the Original Delegation Resolution is hereby amended in its entirety to read as follows:

"(iii) The aggregate principal amount of the Series 2022 Bonds shall not exceed \$11,000,000 "

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED in Public Session of the Board of Supervisors of North Powerline Road Community Development District, this 20th day of April, 2022.

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

Attest:

Secretary, Board of Supervisors

Chairperson, Board of Supervisors

SECTION V

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

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

Prepared for:

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

Prepared by:

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

FEBRUARY 2022

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT

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EXHIBIT 2- Legal Description Existing District

EXHIBIT 3- Legal Description Expansion Parcels

EXHIBIT 4- Legal Description After Boundary Expansion

EXHIBIT 5- Summary of Proposed District Facilities

EXHIBIT 6- Summary of Opinion of Probable Costs

EXHIBIT 7- Composite Exhibit Existing and Future Land Use

EXHIBIT 8- Water and Sewer Locations

EXHIBIT 9- Overall Site Plan

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

I. INTRODUCTION

The North Powerline Road Community Development District (the “District”) is north of North Blvd East and east of Hwy 17-92 N partially within unincorporated Polk County, (the “County”) Florida and partially within Davenport (the “City”). The District currently contains approximately 271.64 gross acres, and is expected to be constructed in Six (6) phase and consist of 1825 single family lots, recreation / amenity areas, parks, and associated infrastructure. The District previously amended its boundaries (“Boundary Amendment No. 3”) to include an additional 158.74 acres (“Expansion Parcels”) to the lands within the District. This report includes information regarding the Expansion Parcels in various exhibits.

The District was established under County Ordinance No. 18-036, as approved by the County Commission on June 5, 2018, further amended by County Ordinance 20-028 and county Ordinance 20-046 and County Ordinance 22-001. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the City, the County, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of probable cost of the public improvements is provided in Exhibit 6 of this report.

This “Capital Improvement Plan” or “Report” reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the

benefits received by the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development, while maintaining comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

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

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

II. PURPOSE AND SCOPE

The purpose of this Report is to provide engineering support to fund improvements in the current District and to reflect changes in the Capital Improvement Plan. Phase 1 and Phase 2 remain unchanged. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report. The predominant portion of this Report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements.

Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. The engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, the District Board of Supervisors, and its staff and consultants.

III. THE DEVELOPMENT

The Development will consist of 1825 single family homes and associated infrastructure (“Development”). The Development is a planned residential community located north of South Blvd East and east of Hwy 17-92 N partially within the County and partially within the City. The Development has received zoning approval by the City and County. The property has an underlying Future Land Use Designation of RM (Residential Medium) in the City and County. It is currently anticipated that the development will be constructed in six (6) phases. Following is a summary of proposed lot sizes per phase:

	SF Lot Width	SF Lot Width	SF Lot Width	SF Lot Width	SF Lot Width	SF Lot Width	SF TOTAL
Phase	20'	40'	50'	55'	65'	80'	
1		244		48	3		295
2		228	44				272
3			158			4	162
4	300	8					308
5	532						532
6		164	92				256
Total	832	644	294	48	3	4	1825

IV. THE CAPITAL IMPROVEMENTS

The current Capital Improvement Plan, (the “CIP”), consists of public infrastructure in phases 1-6 including stormwater pond construction, roadways, water and sewer facilities and public off-site improvements (including public turn lanes and extension of roadway, water mains and sewer mains to serve the development).

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

As a part of the recreational component of the CIP, a public park/amenity center will be constructed adjacent to Horse Creek in Phase 1 of the existing District. The public park/amenity center will have connectivity via sidewalks to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

V. CAPITAL IMPROVEMENT PLAN COMPONENTS

The system of improvements comprising the Capital Improvement Plan for the District includes the following:

Stormwater Management Facilities

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

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

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

Public Roadways

The proposed internal public roadway sections are to be 40' and 50' R/W with 24' of asphalt and Miami curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. Underdrain is provided as necessary to control groundwater and protect the roadway base material. The extension of Powerline Road from 17-92 to South Boulevard is a four lane divided collector road, comprised of 110' R/W consisting of 4 travel lanes, bike lanes and sidewalks on both sides. This section includes 58' of asphalt and Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. Underdrain is provided as necessary to control groundwater and protect the roadway base material. There is a bridge over Horse Creek connecting Phases 1 and 2.

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

Water and Wastewater Facilities

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

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

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

Off-Site Improvements

The District will provide funding for the anticipated roadway connections to the Development and offsite utility extensions required for the Development. The site construction activities associated with the CIP are anticipated for completion in 2023. Upon completion of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City/County.

Amenities and Parks

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

Electric and Lighting

The District presently intends to fund and construct the incremental cost of undergrounding of the electric

conduit for the required electrical system. The electrical system, including conduit, transformer/cabinet pads, and electric manholes not funded by the District will be owned and maintained by DUKE, with DUKE providing underground electrical service to the Development. The purchase and installation of street lighting along internal roadways within the District will not be funded by the District. These lights will be owned, operated and maintained by DUKE after dedication, with the District funding maintenance services. All improvements funded by the District will be on land owned by, or on which a permanent easement is granted in favor of the District or other governmental entity.

Entry Feature

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

Miscellaneous

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

VI. PERMITTING

Construction permits for all phases are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and City and County construction plan approval. Following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

PHASE 1

Permits / Approvals	Approval / Expected Date
Zoning Approval	City Ordinances 878, 946, 947,952 and 960
Preliminary Plat	7-20-20
SWFWMD ERP	43044217.002 and 43044217.003
Construction Permits	200760
Polk County Health Department Water	139102-070 & 0139102-073 DS/C
FDEP Sewer	CS53-0232639-040-DWC/CM & CS53-0232639-048-DWC/CM

PHASE 2

Permits / Approvals	Approval / Expected Date
Zoning Approval	City Ordinances 878, 945, 953,954 and 960
Preliminary Plat	7-20-20
SWFWMD ERP	43044217.003 and 43044217.004
Construction Permits	200975
Polk County Health Department Water	0139102-073 DS/C & 0139102-074 DS/C
FDEP Sewer	CS53-0232639-048-DWC/CM & CS53-0232639-048-DWC/CM

PHASE 3

Permits / Approvals	Approval / Expected Date
Zoning Approval	City Ordinances 936, 937,941 and 960
Preliminary Plat	Approved
SWFWMD ERP	Approved
Construction Permits	February 2022
Polk County Health Department Water	March 2022
FDEP Sewer	March 2022

PHASE 4

Permits / Approvals	Approval / Expected Date
Zoning Approval	County RMX
Preliminary Plat	N/A
SWFWMD ERP	February 2022
Construction Permits	Approved
Polk County Health Department Water	March 2022
FDEP Sewer	March 2022

PHASE 5

Permits / Approvals	Approval / Expected Date
Zoning Approval	County RMX
Preliminary Plat	June 2022
SWFWMD ERP	June 2022
Construction Permits	June 2022
Polk County Health Department Water	June 2022
FDEP Sewer	June 2022

PHASE 6

Permits / Approvals	Approval / Expected Date
Zoning Approval	County RMX
Preliminary Plat	June 2022
SWFWMD ERP	June 2022
Construction Permits	June 2022
Polk County Health Department Water	June 2022
FDEP Sewer	June 2022

VII. RECOMMENDATION

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

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

VIII. REPORT MODIFICATION

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

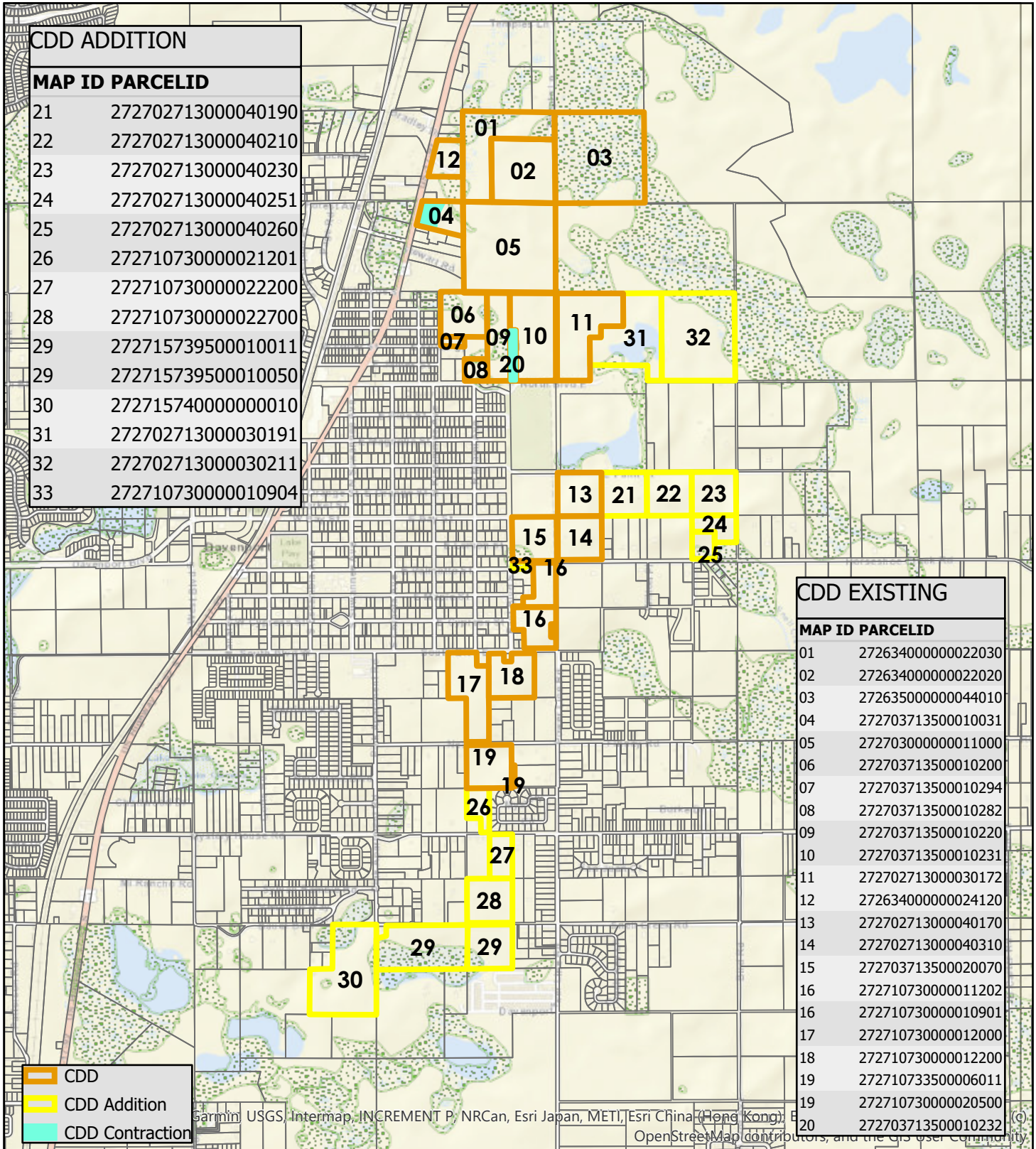
IX. CONCLUSION

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

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

costs of equipment, materials, changes to the regulatory permitting agencies activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

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



**ABSOLUTE
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EXHIBIT 1
NORTH POWER LINE ROAD CDD
GENERAL LOCATION MAP - EXISTING DISTRICT



MAP DATE: 8/30/2021

LOCATION: POLK COUNTY

0 1,250 2,500
Feet

LEGAL DESCRIPTION:

PARCEL 1 (272634-000000-022030)

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

PARCEL 2 (272634-000000-022020)

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

PARCEL 3 (272635-000000-044010)

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

PARCEL 4 (272703-713500-010031)

PARCEL "A"

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, RUN WEST, ALONG THE NORTH LINE OF SAID SECT. 3, 595.8 FT., TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, ALONG RIGHT OF WAY, 125.0 FT.; RUN THENCE EAST, PARALLEL TO THE NORTH LINE OF SAID SECTION 3, 625.95 FT., TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 RUN THENCE NORTH, ALONG SAID EAST LINE, 121.91 FT., TO POINT OF BEGINNING.

PARCEL "B"

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

PARCEL 5 (272703-000000-011000)

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

PARCEL 6 (272703-713500-010200)

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

PARCEL 7 (272703-713500-010294)

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



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C.A. NO. 28355

EXHIBIT 2

NORTH POWER LINE ROAD CDD LEGAL DESCRIPTION EXISTING DISTRICT BOUNDARY

SEC TWP RGE
34-26-27

JOB NUMBER
0002.0002

DRAWN BY
JJM

DATE
5-14-2021

SHEET

1 OF 5

LEGAL DESCRIPTION:

PARCEL 8 (272703-713500-010282)

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

PARCEL 9 (272703-713500-010220)

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

PARCEL 10 (272703-713500-010231)

LOT 23, LESS THE SOUTH 100 FEET OF THE WEST 84.74 FEET THEREOF AND LESS THE NORTH 15 FEET THEREOF, LOT 24 LESS THE NORTH 15 FEET THEREOF, THE EAST 3/4 OF LOT 26 AND ALL OF LOT 25, LESS THE SOUTH 15 FEET OF SAID LOTS, ALL LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA OF FLORIDA DEVELOPMENT CO. SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 11 (272702-713000-030172)

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

PARCEL 12 (272634-000000-024120)

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

PARCEL 13: (272702-713000-040170)

THE NW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY; ALSO DESCRIBED AS LOTS 17 AND 18 IN THE SW 1/4 OF SECTION 2, FLORIDA DEVELOPMENT COMPANY SUB (PLAT BOOK 3, PAGE 60-63), LESS EXISTING ROAD RIGHT-OF-WAY.



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EXHIBIT 2

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION EXISTING DISTRICT BOUNDARY

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	JJM	5-14-2021	2 OF 5

LEGAL DESCRIPTION:

PARCEL 14: (272702-713000-040310)

TRACTS 31 AND 32 IN THE SW 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 15: (272703-713500-020070)

TRACTS G AND H IN THE SE 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 16: (272710-730000-010901 AND 272710-730000-011202)

PARCEL 1:

TRACTS "L" AND "M" OF FLORIDA DEVELOPMENT CO. TRACT SUBDIVISION, LYING IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

LESS AND EXCEPT THE FOLLOWING FIVE DESCRIBED LANDS:

- (1) BEGINNING AT A POINT 411.63 FEET NORTH AND 30 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST; THENCE WEST 61.25 FEET, THENCE SOUTH 190.82 FEET, THENCE EAST 61.15 FEET, THENCE NORTH 190.81 FEET TO THE POINT OF BEGINNING; ABOVE DESCRIBED PARCEL BEING A PART OF LOT "M" OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION.
- (2) BEGINNING AT A POINT IN THE CENTERLINE OF A CONCRETE DRIVEWAY AT ITS INTERSECTION WITH THE SOUTH LINE OF LOT "M" IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT SUBDIVISION, RECORDED IN PLAT BOOK 3, PAGES 60 ET SEQ., 577.92 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT "M" AND RUN THENCE NORTHERLY WITH THE CENTERLINE OF SAID CONCRETE DRIVEWAY 125 FEET, THENCE WEST TO THE WEST LINE OF SAID LOT "M", THENCE SOUTH ALONG THE WEST LINE OF SAID LOT "M" TO THE SOUTH LINE OF LOT "M", THENCE EAST TO THE POINT OF BEGINNING.
- (3) BEGINNING AT A POINT IN THE CENTERLINE OF A CONCRETE DRIVEWAY AT ITS INTERSECTION WITH THE SOUTH LINE OF LOT "M" IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, 577.92 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT "M", THENCE NORTHERLY WITH THE CENTERLINE OF SAID CONCRETE DRIVEWAY 125 FEET, THENCE EAST 75 FEET, THENCE SOUTH 125 FEET, THENCE WEST 78.5 FEET TO THE POINT OF BEGINNING.
- (4) BEGINNING AT A POINT IN THE WEST LINE OF LOT "M" IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, WHERE AN IRON PIPE IS SET IN THE WEST LINE OF SAID LOT "M" APPROXIMATELY 225 FEET NORTH OF THE SOUTH LINE OF SAID LOT "M", RUN THENCE EAST 150 FEET, THENCE NORTH 50 FEET, THENCE WEST 150 FEET TO THE WEST LINE OF SAID LOT "M", THENCE SOUTH ON THE WEST LINE OF SAID LOT "M" TO THE POINT OF BEGINNING.
- (5) BEGIN AT A POINT IN THE WEST LINE OF LOT "M" OF FLORIDA DEVELOPMENT CO. TRACT SUBDIVISION, PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, WHERE AN IRON PIPE IS SET IN THE WEST LINE OF SAID LOT "M" APPROXIMATELY 225 FEET NORTH OF THE SOUTH LINE OF SAID LOT "M" FOR A POINT OF BEGINNING, RUN THENCE EAST 150 FEET, THENCE SOUTH 100 FEET, MORE OR LESS, TO A POINT 125 FEET NORTH OF THE SOUTH BOUNDARY LINE OF SAID LOT "M", THENCE WEST 150 FEET TO THE WEST BOUNDARY LINE OF SAID LOT "M", THENCE NORTH THE WEST LINE OF SAID LOT "M" TO THE POINT OF BEGINNING.

EXHIBIT 2

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION EXISTING DISTRICT BOUNDARY

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	JJM	5-14-2021	3 OF 5

**ABSOLUTE
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LEGAL DESCRIPTION:

Parcel 2:

THAT PORTION OF TRACTS I AND K IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 10 AND RUN SOUTH 00 DEGREES 16 MINUTES 36 SECONDS WEST, 15.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HORSE SHOE CREEK ROAD, ALSO KNOWN AS PALMETTO STREET; THENCE NORTH 89 DEGREES 47 MINUTES 39 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE, 15.00 FEET TO THE WEST RIGHT OF WAY LINE OF AN UNOPENED PLATTED RIGHT OF WAY, AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 16 MINUTES 36 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, 647.46 FEET TO THE SOUTH BOUNDARY OF SAID TRACT K; THENCE NORTH 89 DEGREES 49 MINUTES 06 SECONDS WEST ALONG SAID SOUTH BOUNDARY OF TRACT K, 625.98 FEET TO THE EAST RIGHT OF WAY LINE OF EAST BOULEVARD; THENCE NORTH 00 DEGREES 20 MINUTES 54 SECONDS WEST ALONG SAID EAST RIGHT OF LINE, 15.00 FEET TO THE SOUTHWEST CORNER OF LOT 6 OF HARTTS SUBDIVISION, FIRST ADDITION, RECORDED IN PLAT BOOK 90, PAGE 15, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 49 MINUTES 06 SECONDS EAST ALONG THE SOUTH BOUNDARY OF SAID LOT 6, 145.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 00 DEGREES 20 MINUTES 54 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID LOT 6, AND THE EAST BOUNDARY OF LOT 1 OF HARTTS SUBDIVISION, RECORDED IN PLAT BOOK 89, PAGE 33, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, 132.50 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 06 SECONDS EAST, 155.00 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 54 SECONDS WEST PARALLEL WITH THE EAST BOUNDARY OF SAID HARTTS SUBDIVISION, 500.12 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A PLATTED RIGHT OF WAY LINE LYING 15.00 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SECTION 10; THENCE SOUTH 89 DEGREES 47 MINUTES 39 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, 333.04 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF SAID TRACT I OF SAID FLORIDA DEVELOPMENT COMPANY SUBDIVISION IN THE NORTHEAST 1/4 OF SAID SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF PALMETTO STREET/HORSE SHOE CREEK ROAD, AS NOW IN USE, LESS AND EXCEPT RIGHTS OF WAY OF RECORD AND/OR IN USE.

PARCEL 17: (272710-730000-012000)

LOT 21 AND THE EAST 264 FEET OF LOT 20 IN THE NE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 226.0 FEET OF THE EAST 175.4 FEET OF SAID LOT 21.

AND

TRACT 28 IN THE NE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; LESS AND EXCEPT THE SOUTH 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY CONVEYED TO POLK COUNTY IN O.R. BOOK 1234, PAGE 482, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 18: (272710-730000-012200)

LOTS 22 AND 23 IN THE NE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LESS AND EXCEPT

A PORTION OF TRACT 22 IN THE NE 1/4 OF SECTION 10, 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, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 22; THENCE NORTH 89°43'39" EAST ALONG THE NORTH LINE OF SAID TRACT 22, A DISTANCE OF 223.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°16'21" EAST, 120.00 FEET; THENCE NORTH 89°43'39" EAST, 110.00 FEET; THENCE NORTH 00°16'21" WEST, 120.00 FEET TO SAID NORTH LINE OF TRACT 22; THENCE SOUTH 89°43'39" WEST ALONG SAID NORTH LINE OF TRACT 22, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.



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EXHIBIT 2

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION EXISTING DISTRICT BOUNDARY

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	JJM	5-14-2021	4 OF 5

LEGAL DESCRIPTION:

PARCEL 19: (272710-730000-020500, 272710-733500-006011)

TRACTS 5 AND 6 IN SE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE NORTH 25 FEET FOR ROAD RIGHT-OF-WAY.

AND

THE WEST 45 FEET OF BLOCK 6, AND THE WEST 45 FEET OF SYLVAN WAY, DRUID HILLS UNIT NUMBER ONE ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 19, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 20: (272703-713500-010232)

SOUTH 100 FEET OF WEST 84.74 FEET OF TRACT 23, SOUTH 15 FEET OF TRACT 25 AND SOUTH 15' OF E ¼ OF TRACT 26 AND W ¼ OF TRACT 26 AND SOUTH 15 FEET OF TRACT 27, FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO PLAT THEREOF AND RECORDED IN PLAT BOOK 3 PAGES 60 THROUGH 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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

CONTAINING 271.64 ACRES MORE OR LESS.



EXHIBIT 2		5-14-2021		5 OF 5
NORTH POWER LINE ROAD CDD		DATE		
LEGAL DESCRIPTION EXISTING DISTRICT BOUNDARY		DRAWN BY		JJM
SEC TWP RGE		JOB NUMBER		
34-26-27		0002.0002		

LEGAL DESCRIPTION:

PARCEL NUMBER 21: (272702-713000-040190)

TRACTS 19 AND 20, MAP OF FLORIDA DEVELOPMENT CO TRACT IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER 22: (272702-713000-040210)

TRACTS 21 AND 22 OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, ON PAGES 60 THROUGH 63, INCLUSIVE, IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER 23: (272702-713000-040230)

TRACTS 23 AND 24 OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 60-63 LOCATED IN SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER 24: (272702-713000-040251)

THE NORTH 396 FEET OF TRACT 25 AND TRACT 26 LEES THE SOUTH 396 FEET OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 60 - 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING IN SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST.

PARCEL NUMBER 25: (272702-713000-040260)

THE SOUTH 396 FEET OF TRACT 26 OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION IN THE SW 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 SOUTH, POLK COUNTY FLORIDA.

PARCEL NUMBER 26: (272710-730000-021201)

THE W 1/2 OF SW 1/4 OF NE 1/4 OF SE 1/4 IN SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, LESS THE W 208 FEET OF THE S 208 FEET TOGETHER WITH A 1971 AMERICAN HOME MOBILE HOME ID# HDGA070994.

PARCEL NUMBER 27: (272710-730000-022200)

TRACT 22 IN THE SE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO.

TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER 28: (272710-730000-022700)

TRACTS 27 AND 28 IN THE SE 1/4 OF SECTION 10, 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 NUMBER 29: (272715-739500-010011 AND 272715-739500-010050)

FLORIDA DEVELOPMENT COMPANY SUBDIVISION, PLAT BOOK 3, PAGES 60 TO 63, TRACTS 1 TO 6, LESS LOTS 1, 2, AND 3, OF BLOCK A, LAKEWOOD PARK UNIT #3, ALL IN THE NE 1/4 OF SECTION 15, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA



EXHIBIT 3

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION - EXPANSION PARCELS

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S2&10-27S-27E	0002.0002	JJM	5-14-2021	1 OF 3

LEGAL DESCRIPTION:

PARCEL NUMBER 30: (272715-740000-000010)

GROVE LOT 1 OF THE REPLAT OF DIAMOND SHORES, BEING A REPLAT OF LOTS 7, 8, 9, 10, AND 11 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT CO. SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 30, PAGE 24, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBERS 31: 272702-713000-030191 AND 32: 272702-713000-030211

A PARCEL OF LAND BEING ALL OF TRACTS 20 THROUGH 28, THE SOUTH 1/4 OF TRACT 19, AND A PORTION OF TRACTS 29-31, OF THE MAP OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGES 60-63 OF PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 2, RUN THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4, S 00°13'11" E, A DISTANCE OF 1313.95 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4, S 00°12'52" E, A DISTANCE OF 15.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH BOUNDARY OF TRACTS 17 THROUGH 19, SAID MAP OF FLORIDA DEVELOPMENT CO. TRACT; THENCE ALONG SAID NORTH BOUNDARY, AND WESTERLY EXTENSION THEREOF, N 89°43'43" E, A DISTANCE OF 986.81 FEET TO THE NORTHWEST CORNER OF SAID TRACT 20 AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACTS 20 THROUGH 24, N 89°43'43" E, A DISTANCE OF 1629.77 FEET TO THE EAST BOUNDARY OF SAID TRACT 24; THENCE ALONG THE EAST BOUNDARY OF SAID TRACTS 24 AND 25, S 00°37'24" E, A DISTANCE OF 1281.12 FEET TO THE SOUTH BOUNDARY OF SAID TRACT 25; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACTS 25 THROUGH 31, S 89°39'34" W, A DISTANCE OF 1380.59 FEET TO A LINE 750.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 31; THENCE ALONG SAID PARALLEL LINE, N 00°17'30" W, A DISTANCE OF 200.00 FEET TO A LINE 200.00 FEET NORTH OF AND PARALLEL WITH AFORESAID SOUTH BOUNDARY OF TRACTS 25 THROUGH 31; THENCE ALONG SAID PARALLEL LINE, S 89°39'34" W, A DISTANCE OF 750.00 FEET TO THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 31; THENCE ALONG SAID WEST LINE, N 00°17'30" W, A DISTANCE OF 441.84 FEET TO THE NORTH BOUNDARY OF SAID TRACT 31; THENCE ALONG SAID NORTH BOUNDARY, N 89°41'37" E, A DISTANCE OF 164.76 FEET TO THE WEST BOUNDARY OF SAID TRACT 19; THENCE ALONG SAID WEST BOUNDARY, N 00°19'03" W, A DISTANCE OF 164.18 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF SAID TRACT 19; THENCE ALONG SAID NORTH LINE, N 89°42'08" E, A DISTANCE OF 329.37 FEET TO THE WEST BOUNDARY OF SAID TRACT 20; THENCE ALONG SAID WEST BOUNDARY, N 00°22'09" W, A DISTANCE OF 477.40 FEET TO THE POINT OF BEGINNING.

PARCEL NUMBER 33: 272710-730000-010904

THAT PORTION OF SAID TRACT I OF SAID FLORIDA DEVELOPMENT CO. TRACT SUBDIVISION IN THE NORTHEAST 1/4 OF SAID SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, AS SHOWN ON THE MAP OR PLAT RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING NORTH OF PALMETTO STREET/HORSE SHOE CREEK ROAD, AS NOW IN USE, LESS AND EXCEPT RIGHTS OF WAY OF RECORD AND/OR IN USE.



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

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

EXHIBIT 3

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION - EXPANSION PARCELS

SEC TWP RGE S2&10-27S-27E	JOB NUMBER 0002.0002	DRAWN BY JJM	DATE 5-14-2021	SHEET 2 OF 3
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LEGAL DESCRIPTION:

LESS A PORTION OF EXISTING PARCEL 4: 272703-713500-010031

DESCRIPTION: A PORTION OF TRACTS 3 & 4, OF FLORIDA DEVELOPMENT COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF US 17-92, AS RECORDED IN DEED BOOK 515, PAGE 105, OF THE PUBLIC RECORDS OF SAID COUNTY AND THE NORTH BOUNDARY OF SAID NORTHEAST 1/4 OF SECTION 3; RUN THENCE ALONG SAID NORTH BOUNDARY, S 89°00'46" E, A DISTANCE OF 345.37 FEET; THENCE S 27°20'24" W, A DISTANCE OF 257.08 FEET; THENCE S 06°18'39" W, A DISTANCE OF 194.37 FEET; THENCE N 76°15'52" W, A DISTANCE OF 301.53 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY OF US 17-92; THENCE ALONG SAID EASTERLY RIGHT OF WAY, N 13°44'24" E, A DISTANCE OF 366.40 FEET TO THE POINT OF BEGINNING.

LESS EXISTING PARCEL 20: (272703-713500-010232)

SOUTH 100 FEET OF WEST 84.74 FEET OF TRACT 23, SOUTH 15 FEET OF TRACT 25 AND SOUTH 15' OF E ¾ OF TRACT 26 AND W ¼ OF TRACT 26 AND SOUTH 15 FEET OF TRACT 27, FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO PLAT THEREOF AND RECORDED IN PLAT BOOK 3 PAGES 60 THROUGH 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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

CONTAINING 1.56 AC. MORE OR LESS

ALTOGETHER CONTAINING 158.74 AC. MORE OR LESS



EXHIBIT 3

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION - EXPANSION PARCELS

SEC TWP RGE S2&10-27S-27E	JOB NUMBER 0002.0002	DRAWN BY JJM	DATE 5-14-2021	SHEET 2 OF 3
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P:\0002 Oakley Rhinehart Cassidy\0002 Powerline Road\CD\CD-EXPANSION SOUTH 2\CD-EXH 4-LEGAL DESC AMEND (1-5).dwg (LEGAL) jrm Feb 05, 2022 - 12:35pm

LEGAL DESCRIPTION:

PARCEL 1 (272634-000000-022030)

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

PARCEL 2 (272634-000000-022020)

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

PARCEL 3 (272635-000000-044010)

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

PARCEL 4 (272703-713500-010031)

PARCEL "A"

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/ 4 OF THE NORTHEAST 1/ 4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, RUN WEST, ALONG THE NORTH LINE OF SAID SECT. 3, 595.8 FT., TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, ALONG RIGHT OF WAY, 125.0 FT.; RUN THENCE EAST, PARALLEL TO THE NORTH LINE OF SAID SECTION 3, 625.95 FT., TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 RUN THENCE NORTH, ALONG SAID EAST LINE, 121.91 FT., TO POINT OF BEGINNING.

PARCEL "B"

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

PARCEL 5 (272703-000000-011000)

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

PARCEL 6 (272703-713500-010200)

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

PARCEL 7 (272703-713500-010294)

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

EXHIBIT 4

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION PROPOSED DISTRICT BOUNDARY AFTER EXPANSION

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S2&10-27S-27E	0002.0002	JJM	5-14-2021	1 OF 7



LEGAL DESCRIPTION:

PARCEL 8 (272703-713500-010282)

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

PARCEL 9 (272703-713500-010220)

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

PARCEL 10 (272703-713500-010231)

LOT 23, LESS THE SOUTH 100 FEET OF THE WEST 84.74 FEET THEREOF AND LESS THE NORTH 15 FEET THEREOF, LOT 24 LESS THE NORTH 15 FEET THEREOF, THE EAST 3/4 OF LOT 26 AND ALL OF LOT 25, LESS THE SOUTH 15 FEET OF SAID LOTS, ALL LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA OF FLORIDA DEVELOPMENT CO. SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 11 (272702-713000-030172)

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

PARCEL 12 (272634-000000-024120)

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

PARCEL 13: (272702-713000-040170)

THE NW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY; ALSO DESCRIBED AS LOTS 17 AND 18 IN THE SW 1/4 OF SECTION 2, FLORIDA DEVELOPMENT COMPANY SUB (PLAT BOOK 3, PAGE 60-63), LESS EXISTING ROAD RIGHT-OF-WAY.

EXHIBIT 4

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION PROPOSED DISTRICT BOUNDARY AFTER EXPANSION

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S2&10-27S-27E	0002.0002	JJM	5-14-2021	2 OF 7



P:\0002 Oakley Rhinehart Cassidy\0002 Powerline Road\CD\EXPANSION SOUTH 2\CD-EXH 4-LEGAL DESC AMEND (1-5).dwg (LEGAL (3)) jlm Feb 05, 2022 -- 12:38pm

LEGAL DESCRIPTION:

PARCEL 14: (272702-713000-040310)

TRACTS 31 AND 32 IN THE SW 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 15: (272703-713500-020070)

TRACTS G AND H IN THE SE 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 16: (272710-730000-010901 AND 272710-730000-011202)

PARCEL 1:

TRACTS "L" AND "M" OF FLORIDA DEVELOPMENT CO. TRACT SUBDIVISION, LYING IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

LESS AND EXCEPT THE FOLLOWING FIVE DESCRIBED LANDS:

- (1) BEGINNING AT A POINT 411.63 FEET NORTH AND 30 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST; THENCE WEST 61.25 FEET, THENCE SOUTH 190.82 FEET, THENCE EAST 61.15 FEET, THENCE NORTH 190.81 FEET TO THE POINT OF BEGINNING; ABOVE DESCRIBED PARCEL BEING A PART OF LOT "M" OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION.
- (2) BEGINNING AT A POINT IN THE CENTERLINE OF A CONCRETE DRIVEWAY AT ITS INTERSECTION WITH THE SOUTH LINE OF LOT "M" IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT SUBDIVISION, RECORDED IN PLAT BOOK 3, PAGES 60 ET SEQ., 577.92 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT "M" AND RUN THENCE NORTHERLY WITH THE CENTERLINE OF SAID CONCRETE DRIVEWAY 125 FEET, THENCE WEST TO THE WEST LINE OF SAID LOT "M", THENCE SOUTH ALONG THE WEST LINE OF SAID LOT "M" TO THE SOUTH LINE OF LOT "M", THENCE EAST TO THE POINT OF BEGINNING.
- (3) BEGINNING AT A POINT IN THE CENTERLINE OF A CONCRETE DRIVEWAY AT ITS INTERSECTION WITH THE SOUTH LINE OF LOT "M" IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, 577.92 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT "M", THENCE NORTHERLY WITH THE CENTERLINE OF SAID CONCRETE DRIVEWAY 125 FEET, THENCE EAST 75 FEET, THENCE SOUTH 125 FEET, THENCE WEST 78.5 FEET TO THE POINT OF BEGINNING.
- (4) BEGINNING AT A POINT IN THE WEST LINE OF LOT "M" IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, WHERE AN IRON PIPE IS SET IN THE WEST LINE OF SAID LOT "M" APPROXIMATELY 225 FEET NORTH OF THE SOUTH LINE OF SAID LOT "M", RUN THENCE EAST 150 FEET, THENCE NORTH 50 FEET, THENCE WEST 150 FEET TO THE WEST LINE OF SAID LOT "M", THENCE SOUTH ON THE WEST LINE OF SAID LOT "M" TO THE POINT OF BEGINNING.
- (5) BEGIN AT A POINT IN THE WEST LINE OF LOT "M" OF FLORIDA DEVELOPMENT CO. TRACT SUBDIVISION, PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, WHERE AN IRON PIPE IS SET IN THE WEST LINE OF SAID LOT "M" APPROXIMATELY 225 FEET NORTH OF THE SOUTH LINE OF SAID LOT "M" FOR A POINT OF BEGINNING, RUN THENCE EAST 150 FEET, THENCE SOUTH 100 FEET, MORE OR LESS, TO A POINT 125 FEET NORTH OF THE SOUTH BOUNDARY LINE OF SAID LOT "M", THENCE WEST 150 FEET TO THE WEST BOUNDARY LINE OF SAID LOT "M", THENCE NORTH THE WEST LINE OF SAID LOT "M" TO THE POINT OF BEGINNING.

EXHIBIT 4

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION PROPOSED DISTRICT BOUNDARY AFTER EXPANSION

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S2&10-27S-27E	0002.0002	JJM	5-14-2021	3 OF 7

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

LEGAL DESCRIPTION:

Parcel 2:

THAT PORTION OF TRACTS I AND K IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 10 AND RUN SOUTH 00 DEGREES 16 MINUTES 36 SECONDS WEST, 15.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HORSE SHOE CREEK ROAD, ALSO KNOWN AS PALMETTO STREET; THENCE NORTH 89 DEGREES 47 MINUTES 39 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE, 15.00 FEET TO THE WEST RIGHT OF WAY LINE OF AN UNOPENED PLATTED RIGHT OF WAY, AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 16 MINUTES 36 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, 647.46 FEET TO THE SOUTH BOUNDARY OF SAID TRACT K; THENCE NORTH 89 DEGREES 49 MINUTES 06 SECONDS WEST ALONG SAID SOUTH BOUNDARY OF TRACT K, 625.98 FEET TO THE EAST RIGHT OF WAY LINE OF EAST BOULEVARD; THENCE NORTH 00 DEGREES 20 MINUTES 54 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE, 15.00 FEET TO THE SOUTHWEST CORNER OF LOT 6 OF HARTTS SUBDIVISION, FIRST ADDITION, RECORDED IN PLAT BOOK 90, PAGE 15, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 49 MINUTES 06 SECONDS EAST ALONG THE SOUTH BOUNDARY OF SAID LOT 6, 145.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 00 DEGREES 20 MINUTES 54 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID LOT 6, AND THE EAST BOUNDARY OF LOT 1 OF HARTTS SUBDIVISION, RECORDED IN PLAT BOOK 89, PAGE 33, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, 132.50 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 06 SECONDS EAST, 155.00 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 54 SECONDS WEST PARALLEL WITH THE EAST BOUNDARY OF SAID HARTTS SUBDIVISION, 500.12 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A PLATTED RIGHT OF WAY LINE LYING 15.00 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SECTION 10; THENCE SOUTH 89 DEGREES 47 MINUTES 39 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, 333.04 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF SAID TRACT I OF SAID FLORIDA DEVELOPMENT COMPANY SUBDIVISION IN THE NORTHEAST 1/4 OF SAID SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF PALMETTO STREET/HORSE SHOE CREEK ROAD, AS NOW IN USE, LESS AND EXCEPT RIGHTS OF WAY OF RECORD AND/OR IN USE.

PARCEL 17: (272710-730000-012000)

LOT 21 AND THE EAST 264 FEET OF LOT 20 IN THE NE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 226.0 FEET OF THE EAST 175.4 FEET OF SAID LOT 21.

AND

TRACT 28 IN THE NE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; LESS AND EXCEPT THE SOUTH 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY CONVEYED TO POLK COUNTY IN O.R. BOOK 1234, PAGE 482, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 18: (272710-730000-012200)

LOTS 22 AND 23 IN THE NE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LESS AND EXCEPT

A PORTION OF TRACT 22 IN THE NE 1/4 OF SECTION 10, 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, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 22; THENCE NORTH 89°43'39" EAST ALONG THE NORTH LINE OF SAID TRACT 22, A DISTANCE OF 223.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°16'21" EAST, 120.00 FEET; THENCE NORTH 89°43'39" EAST, 110.00 FEET; THENCE NORTH 00°16'21" WEST, 120.00 FEET TO SAID NORTH LINE OF TRACT 22; THENCE SOUTH 89°43'39" WEST ALONG SAID NORTH LINE OF TRACT 22, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT 4

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION PROPOSED DISTRICT BOUNDARY AFTER EXPANSION

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S2&10-27S-27E	0002.0002	JJM	5-14-2021	4 OF 7



LEGAL DESCRIPTION:

PARCEL 19: (272710-730000-020500, 272710-733500-006011)

TRACTS 5 AND 6 IN SE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE NORTH 25 FEET FOR ROAD RIGHT-OF-WAY.

AND

THE WEST 45 FEET OF BLOCK 6, AND THE WEST 45 FEET OF SYLVAN WAY, DRUID HILLS UNIT NUMBER ONE ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 19, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 20: (272703-713500-010232)

SOUTH 100 FEET OF WEST 84.74 FEET OF TRACT 23, SOUTH 15 FEET OF TRACT 25 AND SOUTH 15' OF E ¾ OF TRACT 26 AND W ¼ OF TRACT 26 AND SOUTH 15 FEET OF TRACT 27, FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO PLAT THEREOF AND RECORDED IN PLAT BOOK 3 PAGES 60 THROUGH 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA

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

PARCEL NUMBER 21: (272702-713000-040190)

TRACTS 19 AND 20, MAP OF FLORIDA DEVELOPMENT CO TRACT IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER 22: (272702-713000-040210)

TRACTS 21 AND 22 OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, ON PAGES 60 THROUGH 63, INCLUSIVE, IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER 23: (272702-713000-040230)

TRACTS 23 AND 24 OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 60-63 LOCATED IN SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER 24: (272702-713000-040251)

THE NORTH 396 FEET OF TRACT 25 AND TRACT 26 LEES THE SOUTH 396 FEET OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 60 - 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING IN SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST.

PARCEL NUMBER 25: (272702-713000-040260)

THE SOUTH 396 FEET OF TRACT 26 OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION IN THE SW 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 SOUTH, POLK COUNTY FLORIDA.

PARCEL NUMBER 26: (272710-730000-021201)

THE W 1/2 OF SW 1/4 OF NE 1/4 OF SE 1/4 IN SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, LESS THE W 208 FEET OF THE S 208 FEET TOGETHER WITH A 1971 AMERICAN HOME MOBILE HOME ID# HDGA070994.

PARCEL NUMBER 27: (272710-730000-022200)

TRACT 22 IN THE SE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO.

TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER 28: (272710-730000-022700)

TRACTS 27 AND 28 IN THE SE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

EXHIBIT 4

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION PROPOSED DISTRICT BOUNDARY AFTER EXPANSION

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S2&10-27S-27E	0002.0002	JJM	5-14-2021	5 OF 7



P:\0002 Oakley Rhinehart Cassidy\0002 Powerline Road\DWG\CDD\EXPANSION SOUTH 2\CDD-EXH 4-LEGAL-DESC AMEND (1-5).dwg (LEGAL (6)) Heather Wertz Mar 31, 2022 - 10:27am

LEGAL DESCRIPTION:

PARCEL NUMBER 29: (272715-739500-010011 AND 272715-739500-010050)

FLORIDA DEVELOPMENT COMPANY SUBDIVISION, PLAT BOOK 3, PAGES 60 TO 63, TRACTS 1 TO 6, LESS LOTS 1, 2, AND 3, OF BLOCK A, LAKEWOOD PARK UNIT #3, ALL IN THE NE ¼ OF SECTION 15, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA

PARCEL NUMBER 30: (272715-740000-000010)

GROVE LOT 1 OF THE REPLAT OF DIAMOND SHORES, BEING A REPLAT OF LOTS 7, 8, 9, 10, AND 11 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT CO. SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 30, PAGE 24, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBERS 31: 272702-713000-030191 AND 32: 272702-713000-030211

A PARCEL OF LAND BEING ALL OF TRACTS 20 THROUGH 28, THE SOUTH 1/4 OF TRACT 19, AND A PORTION OF TRACTS 29-31, OF THE MAP OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGES 60-63 OF PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 2, RUN THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4, S 00°13'11" E, A DISTANCE OF 1313.95 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4, S 00°12'52" E, A DISTANCE OF 15.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH BOUNDARY OF TRACTS 17 THROUGH 19, SAID MAP OF FLORIDA DEVELOPMENT CO. TRACT; THENCE ALONG SAID NORTH BOUNDARY, AND WESTERLY EXTENSION THEREOF, N 89°43'43" E, A DISTANCE OF 986.81 FEET TO THE NORTHWEST CORNER OF SAID TRACT 20 AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACTS 20 THROUGH 24, N 89°43'43" E, A DISTANCE OF 1629.77 FEET TO THE EAST BOUNDARY OF SAID TRACT 24; THENCE ALONG THE EAST BOUNDARY OF SAID TRACTS 24 AND 25, S 00°37'24" E, A DISTANCE OF 1281.12 FEET TO THE SOUTH BOUNDARY OF SAID TRACT 25; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACTS 25 THROUGH 31, S 89°39'34" W, A DISTANCE OF 1380.59 FEET TO A LINE 750.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 31; THENCE ALONG SAID PARALLEL LINE, N 00°17'30" W, A DISTANCE OF 200.00 FEET TO A LINE 200.00 FEET NORTH OF AND PARALLEL WITH AFORESAID SOUTH BOUNDARY OF TRACTS 25 THROUGH 31; THENCE ALONG SAID PARALLEL LINE, S 89°39'34" W, A DISTANCE OF 750.00 FEET TO THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 31; THENCE ALONG SAID WEST LINE, N 00°17'30" W, A DISTANCE OF 441.84 FEET TO THE NORTH BOUNDARY OF SAID TRACT 31; THENCE ALONG SAID NORTH BOUNDARY, N 89°41'37" E, A DISTANCE OF 164.76 FEET TO THE WEST BOUNDARY OF SAID TRACT 19; THENCE ALONG SAID WEST BOUNDARY, N 00°19'03" W, A DISTANCE OF 164.18 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF SAID TRACT 19; THENCE ALONG SAID NORTH LINE, N 89°42'08" E, A DISTANCE OF 329.37 FEET TO THE WEST BOUNDARY OF SAID TRACT 20; THENCE ALONG SAID WEST BOUNDARY, N 00°22'09" W, A DISTANCE OF 477.40 FEET TO THE POINT OF BEGINNING.

PARCEL NUMBER 33: 272710-730000-010904

THAT PORTION OF SAID TRACT I OF SAID FLORIDA DEVELOPMENT CO. TRACT SUBDIVISION IN THE NORTHEAST 1/4 OF SAID SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, AS SHOWN ON THE MAP OR PLAT RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING NORTH OF PALMETTO STREET/HORSE SHOE CREEK ROAD, AS NOW IN USE, LESS AND EXCEPT RIGHTS OF WAY OF RECORD AND/OR IN USE.

EXHIBIT 4

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION PROPOSED DISTRICT BOUNDARY AFTER EXPANSION

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S2&10-27S-27E	0002.0002	JJM	5-14-2021	6 OF 7



LEGAL DESCRIPTION:

LESS A PORTION OF EXISTING PARCEL 4: 272703-713500-010031

DESCRIPTION: A PORTION OF TRACTS 3 & 4, OF FLORIDA DEVELOPMENT COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF US 17-92, AS RECORDED IN DEED BOOK 515, PAGE 105, OF THE PUBLIC RECORDS OF SAID COUNTY AND THE NORTH BOUNDARY OF SAID NORTHEAST 1/4 OF SECTION 3; RUN THENCE ALONG SAID NORTH BOUNDARY, S 89°00'46" E, A DISTANCE OF 345.37 FEET; THENCE S 27°20'24" W, A DISTANCE OF 257.08 FEET; THENCE S 06°18'39" W, A DISTANCE OF 194.37 FEET; THENCE N 76°15'52" W, A DISTANCE OF 301.53 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY OF US 17-92; THENCE ALONG SAID EASTERLY RIGHT OF WAY, N 13°44'24" E, A DISTANCE OF 366.40 FEET TO THE POINT OF BEGINNING.

LESS EXISTING PARCEL 20: (272703-713500-010232)

SOUTH 100 FEET OF WEST 84.74 FEET OF TRACT 23, SOUTH 15 FEET OF TRACT 25 AND SOUTH 15' OF E ¾ OF TRACT 26 AND W ¼ OF TRACT 26 AND SOUTH 15 FEET OF TRACT 27, FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO PLAT THEREOF AND RECORDED IN PLAT BOOK 3 PAGES 60 THROUGH 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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

CONTAINING 1.56 AC. MORE OR LESS

ALTOGETHER CONTAINING 430.38 AC. MORE OR LESS

EXHIBIT 4

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION PROPOSED DISTRICT BOUNDARY AFTER EXPANSION

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S2&10-27S-27E	0002.0002	JJM	5-14-2021	7 OF 7



Exhibit 5
Summary of Proposed District Facilities

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

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

** District will fund undergrounding of electrical conduit

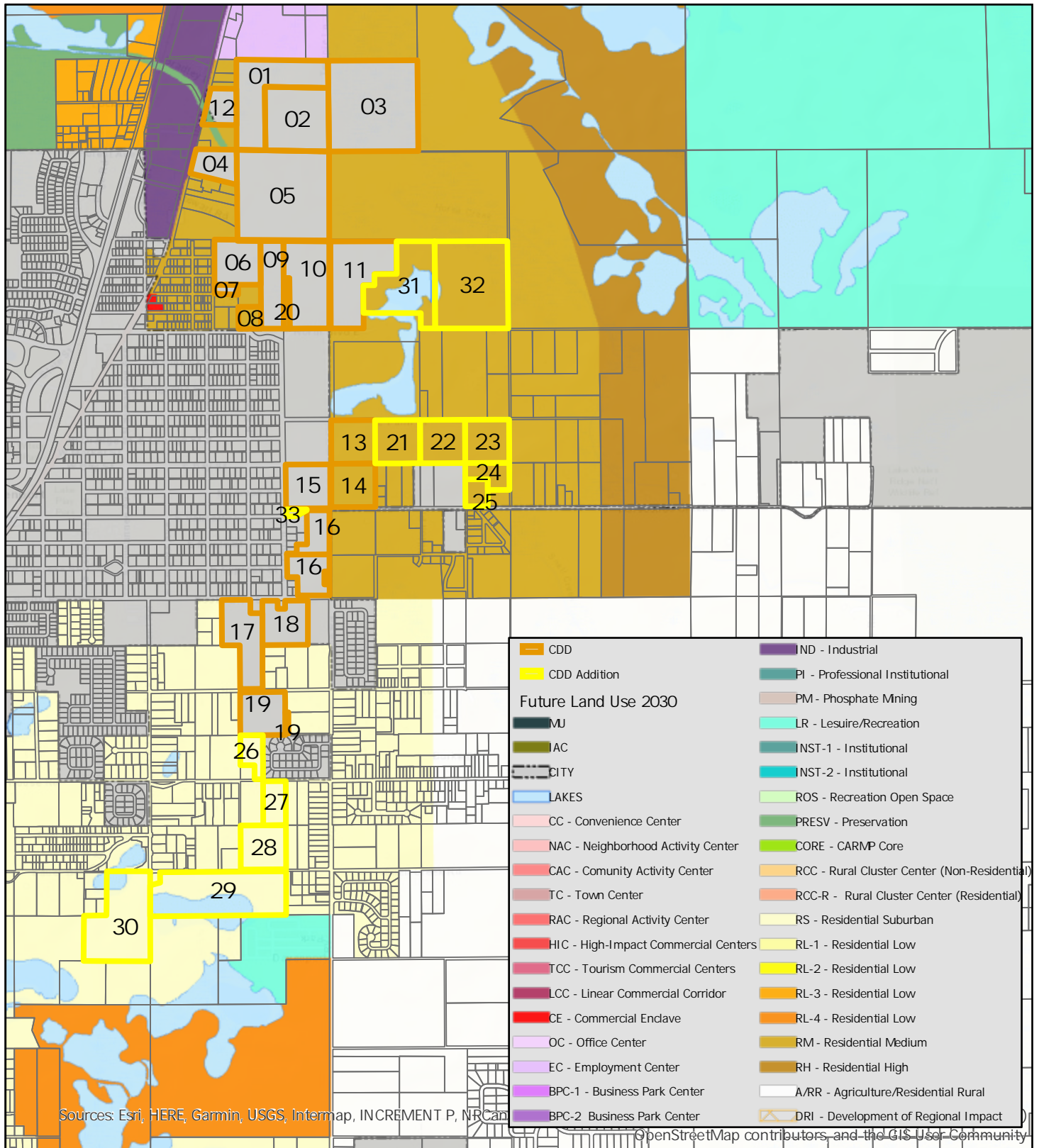
***District will fund street lighting maintenance services


Exhibit 6
Summary of Probable Cost

Infrastructure ⁽¹²⁾	<u>Phase 1 (295 Lots)</u> <u>2020-2023</u>	<u>Phase 2 (272 Lots)</u> <u>2020-2023</u>	<u>Phase 3 (162 Lots)</u> <u>2021-2023</u>	<u>Phase 4 (308 Lots)</u> <u>2022-2023</u>	<u>Phase 5 (532 Lots)</u> <u>2022-2023</u>	<u>Phase 6 (256 Lots)</u> <u>2022-2023</u>	<u>Powerline Road Extension</u>	<u>Total (1825 Lots)</u>
Offsite Improvements ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽¹¹⁾	\$1,150,467	\$1,060,770	\$819,867	\$1,297,418	\$2,248,295	\$1,098,791	\$0	\$7,675,609
Stormwater Management ⁽¹⁾⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾⁽⁷⁾	\$1,936,035	\$1,785,089	\$1,379,692	\$2,183,327	\$3,783,485	\$1,849,071	\$1,500,000	\$14,416,699
Utilities (Water, Sewer, & Street Lighting) ^{(1) (5)(7) (9)(11)}	\$1,765,823	\$1,628,148	\$1,258,392	\$1,991,374	\$3,450,849	\$1,686,505	\$500,000	\$12,281,092
Roadway ⁽¹⁾⁽⁴⁾⁽⁵⁾⁽⁷⁾	\$878,980	\$1,897,225	\$603,766	\$955,444	\$1,655,688	\$809,171	\$7,900,000	\$14,700,274
Entry Feature ⁽¹⁾⁽⁷⁾⁽⁸⁾⁹¹¹⁾	\$109,348	\$100,823	\$66,803	\$105,713	\$183,191	\$89,529	\$0	\$655,407
Parks and Amenities ⁽¹⁾⁽⁷⁾⁽¹¹⁾	\$459,264	\$423,456	\$280,571	\$443,996	\$769,400	\$376,023	\$0	\$2,752,710
Contingency ⁽¹¹⁾	<u>\$692,425</u>	<u>\$638,440</u>	<u>\$440,909</u>	<u>\$697,728</u>	<u>\$1,209,092</u>	<u>\$590,910</u>	<u>\$100,000</u>	\$4,369,504
TOTAL	\$6,992,342	\$7,533,951	\$4,850,000	\$7,675,000	\$13,300,000	\$6,500,000	\$10,000,000	\$56,851,293

Notes:

1. Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.
2. Excludes grading of each lot in conjunction with lot development and home construction, which will be provided by home builder.
3. Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Stormwater does not include grading associated with building pads.
7. Estimates are based on 2022 cost.
8. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
9. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Includes only the incremental cost of undergrounding.
10. Estimates based on 1825 lots.
11. The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).
12. Phasing and cost figures provided herein relate to the existing District.






**ABSOLUTE
ENGINEERING, INC.**

EXHIBIT 7

NORTH POWER LINE ROAD CDD

COMPOSITE EXHIBIT

EXISTING AND FUTURE LAND USE

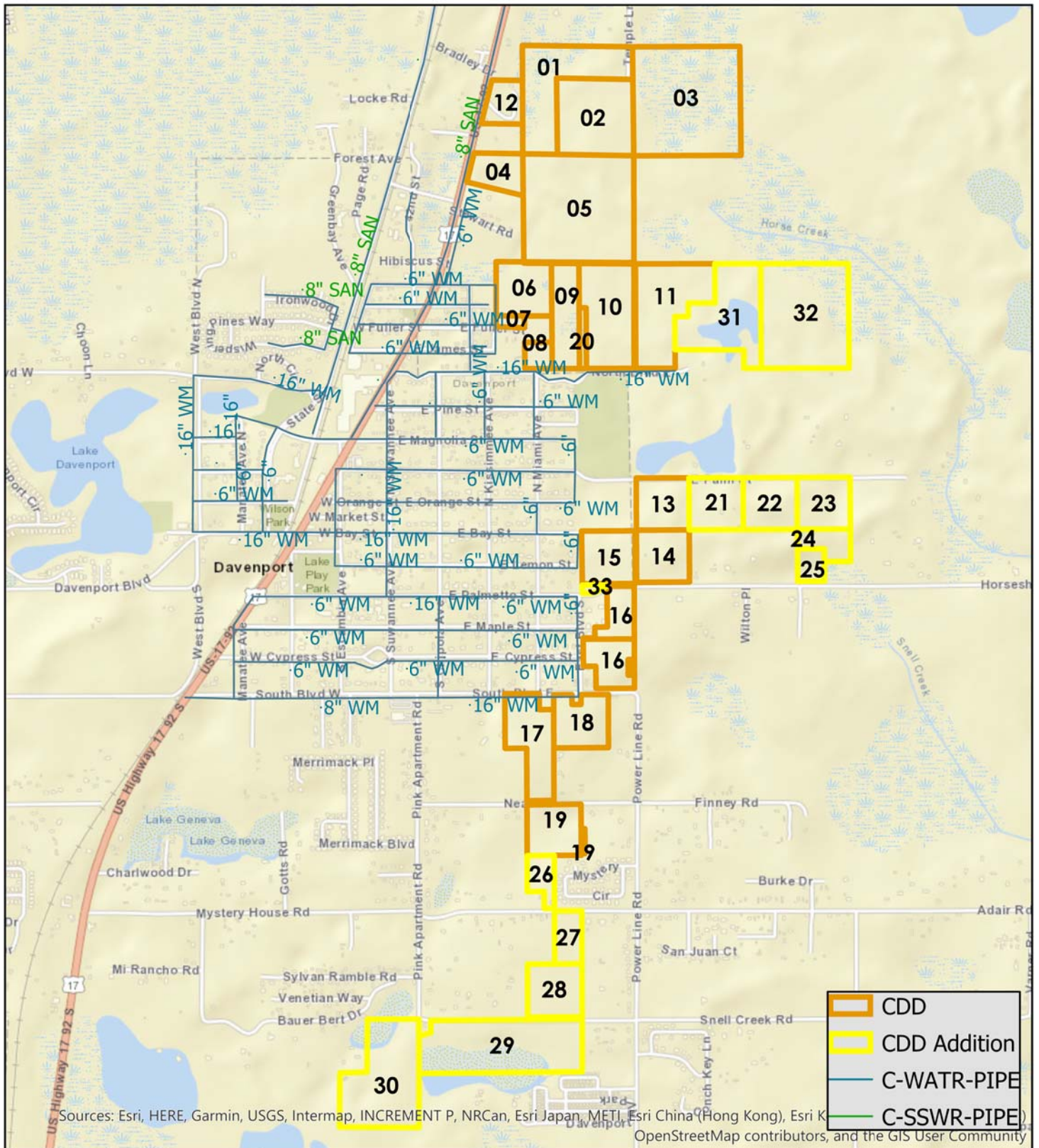


0 250 2,500
Feet

MAP DATE: 5/17/2021

LOCATION: POLK COUNTY

Absolute Engineering, Inc. makes no Warranty, representation, or guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the geodata information provided herein. Service Layer Credit ESRI, HERE, Delorme, USGS, Intermap, OpenStreetMap contributors, and the GIS community.



**ABSOLUTE
ENGINEERING, INC.**

EXHIBIT 8 NORTH POWER LINE ROAD CDD WATER AND SEWER LOCATIONS

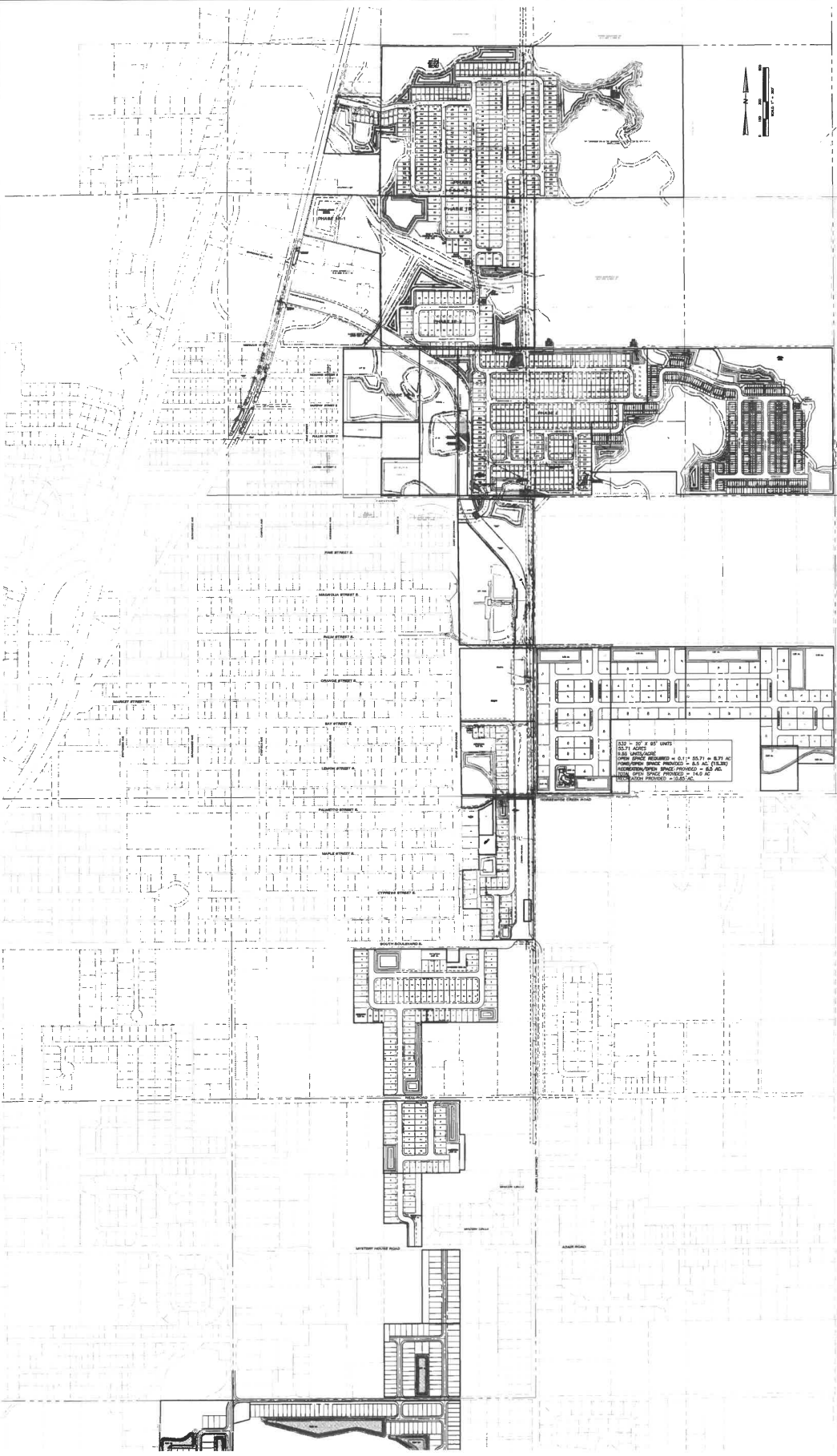


0 1,000 2,000
Feet

MAP DATE: 5/17/2021

LOCATION: POLK COUNTY

Absolute Engineering, Inc. makes no Warranty, representation, or guaranty as to the content, sequence, accuracy, timeliness, or completeness of any of the geodata information provided herein. Service Layer Credit: ESRI, HERE, DeLorme, USGS, Intermap, OpenStreetMap contributors, and the GIS community.



BELLA VITA SUBDIVISION - LOT SUMMARY

PHASE	LOT WIDTH	LOT WIDTH	LOT WIDTH	LOT WIDTH	TOWN	UNIT
PHASE 1A-1	244	59	65	3	244	51
PHASE 1B-1	244	59	65	3	244	51
PHASE 1B-2	244	59	65	3	244	51
PHASE 2	244	59	65	3	244	51
PHASE 3	244	59	65	3	244	51
TOTAL	244	59	65	3	244	51

BELLA VITA SOUTH SUBDIVISION - LOT SUMMARY

PHASE	LOT WIDTH	LOT WIDTH	LOT WIDTH	LOT WIDTH	TOWN	UNIT
PHASE 1A-1	244	59	65	3	244	51
PHASE 1B-1	244	59	65	3	244	51
PHASE 1B-2	244	59	65	3	244	51
PHASE 2	244	59	65	3	244	51
PHASE 3	244	59	65	3	244	51
TOTAL	244	59	65	3	244	51

SECTION VI

**SUPPLEMENTAL
ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO**

FOR

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Date: April 5, 2022

Prepared by

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

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

1.0 Introduction

The North Powerline Road Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates issuing \$11,000,000 of tax-exempt bonds (the “Series 2022 Bonds”) for the purpose of financing certain infrastructure improvements for Phase 3 and Phase 4 (“Capital Improvement Plan”, also known as the Assessment Area Two Project) within the District more specifically described in the Third Amended and Restated Engineer’s Report for Capital Improvements dated February 2022 prepared by Absolute Engineering, Inc., as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Capital Improvement Plan that benefit property owners within the District.

1.1 Purpose

This Supplemental Assessment Methodology (the “Assessment Report”) supplements the Amended and Restated Master Assessment Methodology, dated January 19, 2022. The Assessment Report provides for an assessment methodology that allocates the Assessment Area Two Special Assessments to benefiting properties within the District boundaries known as Assessment Area Two. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvement Plan. This Assessment Report may be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance. This Assessment Report is designed to conform to the requirements of Chapters 190, 197 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

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

1.2 Background

The District currently includes approximately 430.38 acres in Polk County, Florida. The development program for Assessment Area Two of the District currently envisions approximately 470 residential units. The proposed development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified or supplemented accordingly.

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

The assessment methodology is a four-step process.

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

1.3 Special Benefits and General Benefits

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

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

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

1.4 Requirements of a Valid Assessment Methodology

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

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

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

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District will be greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Assessment Area Two Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$12,525,000. The District's Underwriter projects that financing costs required to fund a portion of the Assessment Area Two Capital Improvement Plan costs, the cost of issuance of the Assessment Area Two Bonds, the funding of a debt service reserve account and capitalized interest, is \$11,000,000. GLK Real Estate, LLC and CH Dev, LLC as developers (the "Developer") would fund any additional funds needed to complete the Assessment Area Two Capital Improvement Plan. Without the Assessment Area Two Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District anticipates issuing \$11,000,000 in Assessment Area Two Bonds to fund a portion of the District's Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$11,000,000 in debt to the properties benefiting from the Assessment Area Two Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses as identified by the Developer within Assessment Area Two of the District. The District has approved an Engineer's Report that includes estimated construction costs for the Assessment Area Two Capital Improvement Plan needed to support the development, which these construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$12,525,000. The size of the bond issue under current

market conditions needed to generate funds to pay for a portion of the Assessment Area Two Capital Improvement Plan and related costs was determined by the District's Underwriter to total \$11,000,000. It is anticipated that the District will issue less than the full cost to complete the Assessment Area Two Capital Improvement Plan. The Developer will pay the cost to complete the Assessment Area Two Capital Improvement Plan. This obligation is anticipated to be formalized by a Completion Agreement executed at the time of the issuance of bonds. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for Assessment Area Two of the District is completed. Until the platting process occurs, the Assessment Area Two Improvement Plan funded by Assessment Area Two District bonds benefits all developable property within Assessment Area Two of the District.

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

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

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

2.3 Allocation of Benefit

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There are two product types within the planned development. The single family 40/45' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). The Townhome lot is set at .5 ERU. Table 4 shows the allocation of benefit to the particular land uses. It is important to

note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

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

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

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

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

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

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

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

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

Accordingly, no acre or parcel of property within the boundaries of the Assessable Parcels will have a lien for the payment of any non-ad valorem special assessment more than the

determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

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

3.0 True Up Mechanism

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

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

4.0 Assessment Roll

The District will initially distribute the liens across the 470 lots planned for the Assessment Area Two within the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The current assessment roll is attached as Table 7.

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

Land Use	District	ERUs per Unit (1)	Total ERUs
Deer Run Phase 3- Single Family	162	1.00	162
Horse Creek Phase 4 - Townhome	300	0.5	150
Horse Creek Phase 4 - Single Family	8	1.00	8
Total Units	470		320

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

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

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

Capital Improvement Plan ("CIP") (1)	Phase 3	Phase 4	Total
Offsite Improvements	\$ 819,867	\$ 1,297,418	\$ 2,117,285
Stormwater Management	\$ 1,379,692	\$ 2,183,327	\$ 3,563,019
Utilities (Water, Sewer, & Street Lighting)	\$ 1,258,392	\$ 1,991,374	\$ 3,249,766
Roadway	\$ 603,766	\$ 955,444	\$ 1,559,210
Entry Feature	\$ 66,803	\$ 105,713	\$ 172,516
Parks and Amenities	\$ 280,571	\$ 443,996	\$ 724,567
Contingencies	\$ 440,909	\$ 697,729	\$ 1,138,638
	\$ 4,850,000	\$ 7,675,000	\$ 12,525,000

(1) A detailed description of these improvements is provided in the Third Amended and Restated Engineer's Report dated February 2022

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

Description	Total
Construction Funds - Deer Run	\$ 4,334,131
Construction Funds - Horse Creek 4	\$ 5,267,544
Debt Service Reserve	\$ 695,304
Capitalized Interest	\$ 283,021
Underwriters Discount	\$ 220,000
Cost of Issuance	\$ 200,000
Par Amount*	\$ 11,000,000

Bond Assumptions:	
Average Coupon	4.75%
Amortization	30 years
Capitalized Interest	6.5 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

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

TABLE 4

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Deer Run Phase 3- Single Family	162	1.00	162	50.63%	\$ 4,850,000	\$ 29,938
Horse Creek Phase 4 - Townhome	300	0.50	150	46.88%	\$ 7,286,392	\$ 24,288
Horse Creek Phase 4 - Single Family	8	1.00	8	2.50%	\$ 388,608	\$ 48,576
Totals	470		320	100.00%	\$ 12,525,000	

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Land Use	No. of Units *	Total Improvements		Par Debt at Issue		Par Debt Per		Per Unit
		Costs Per Product	Type	Per Product Type - Before Developer Contribution	Developer Contribution	Product Type After Developer Contribution	Developer Contribution	
Deer Run Phase 3- Single Family	162	\$ 4,850,000		\$ 6,252,632	\$ 1,287,307	\$ 4,965,325	\$ 4,965,325	\$ 30,650
Horse Creek Phase 4 - Townhome	300	\$ 7,286,392		\$ 5,789,474	-	\$ 5,789,474	\$ 5,789,474	\$ 19,298
Horse Creek Phase 4 - Single Family	8	\$ 388,608		\$ 308,772	\$ 63,571	\$ 245,201	\$ 245,201	\$ 30,650
Totals	462	\$ 12,525,000		\$ 12,350,877	\$ 1,350,877	\$ 11,000,000	\$ 11,000,000	

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

Prepared by: Governmental Management Services - Central Florida, LLC

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

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Deer Run Phase 3- Single Family	162	\$ 4,965,325	\$ 30,650	\$ 218,700	\$ 1,350	\$ 1,452
Horse Creek Phase 4 - Townhome	300	\$ 5,789,474	\$ 19,298	\$ 255,000	\$ 850	\$ 914
Horse Creek Phase 4 - Single Family	8	\$ 245,201	\$ 30,650	\$ 10,800	\$ 1,350	\$ 1,452
Totals	470	\$ 11,000,000		\$ 695,304		

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

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

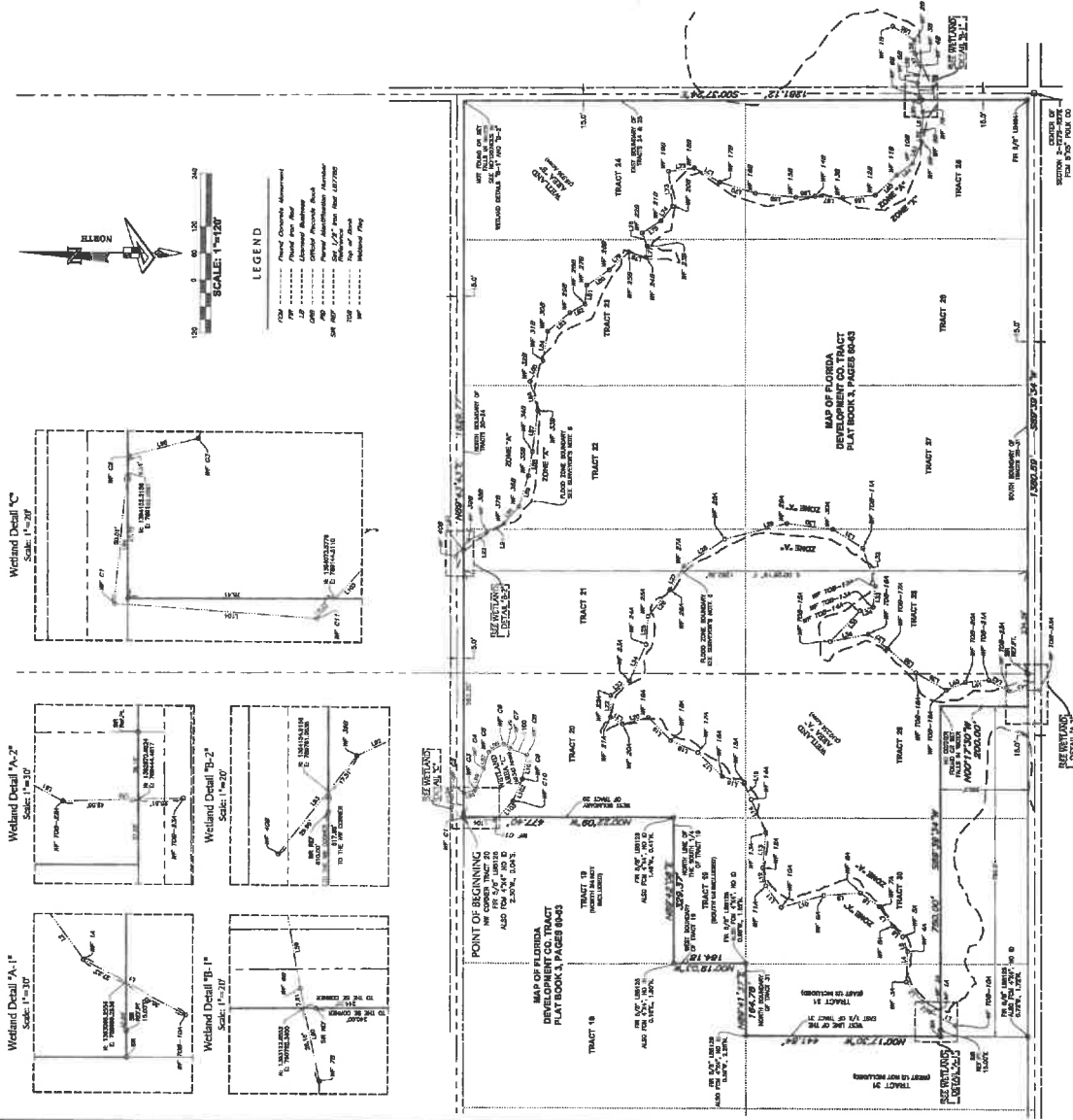
TABLE 7
NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Owner	Property ID #'s	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
CH DEV LLC	See attached legal	53.14	\$122,375	\$ 6,502,737	\$ 411,034	\$ 441,973
GLK REAL ESTATE, LLC	27-27-10-730000-012000	13.23	\$122,375	\$ 1,619,015	\$ 102,337	\$ 110,040
GLK REAL ESTATE, LLC	27-27-10-733500-006011	0.32	\$122,375	\$ 39,160	\$ 2,475	\$ 2,662
GLK REAL ESTATE, LLC	27-27-10-730000-020500	9.59	\$122,375	\$ 1,173,572	\$ 74,181	\$ 79,764
GLK REAL ESTATE, LLC	27-27-10-730000-012200	9.67	\$122,375	\$ 1,183,362	\$ 74,800	\$ 80,430
GLK REAL ESTATE, LLC	27-27-10-730000-021201	3.94	\$122,375	\$ 482,156	\$ 30,477	\$ 32,771
Totals		89.89		\$ 11,000,000	\$ 695,304	\$ 747,639

(1) This amount includes an estimated 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.
* - A portion of this parcel is outside of the boundaries of the CDD.

Annual Assessment Periods	30
Projected Bond Rate (%)	4.75%
Maximum Annual Debt Service	\$695,304

Prepared by: Governmental Management Services - Central Florida, LLC



Wetland Area "A"			LINE DATA TABLE		
Wetland Data Table					
Flow #	Inventory	Inventory	NO.	COORDINATE	LENGTH
W1	153006.00	769712.00	1	81.637	
W2	153017.00	769738.00	2	81.637	
W3	153017.00	769738.00	3	81.637	
W4	153017.00	769738.00	4	81.637	
W5	153017.00	769738.00	5	81.637	
W6	153017.00	769738.00	6	81.637	
W7	153017.00	769738.00	7	81.637	
W8	153017.00	769738.00	8	81.637	
W9	153017.00	769738.00	9	81.637	
W10	153017.00	769738.00	10	81.637	
W11	153017.00	769738.00	11	81.637	
W12	153017.00	769738.00	12	81.637	
W13	153017.00	769738.00	13	81.637	
W14	153017.00	769738.00	14	81.637	
W15	153017.00	769738.00	15	81.637	
W16	153017.00	769738.00	16	81.637	
W17	153017.00	769738.00	17	81.637	
W18	153017.00	769738.00	18	81.637	
W19	153017.00	769738.00	19	81.637	
W20	153017.00	769738.00	20	81.637	
W21	153017.00	769738.00	21	81.637	
W22	153017.00	769738.00	22	81.637	
W23	153017.00	769738.00	23	81.637	
W24	153017.00	769738.00	24	81.637	
W25	153017.00	769738.00	25	81.637	
W26	153017.00	769738.00	26	81.637	
W27	153017.00	769738.00	27	81.637	
W28	153017.00	769738.00	28	81.637	
W29	153017.00	769738.00	29	81.637	
W30	153017.00	769738.00	30	81.637	
W31	153017.00	769738.00	31	81.637	
W32	153017.00	769738.00	32	81.637	
W33	153017.00	769738.00	33	81.637	
W34	153017.00	769738.00	34	81.637	
W35	153017.00	769738.00	35	81.637	
W36	153017.00	769738.00	36	81.637	
W37	153017.00	769738.00	37	81.637	
W38	153017.00	769738.00	38	81.637	
W39	153017.00	769738.00	39	81.637	
W40	153017.00	769738.00	40	81.637	
W41	153017.00	769738.00	41	81.637	
W42	153017.00	769738.00	42	81.637	
W43	153017.00	769738.00	43	81.637	
W44	153017.00	769738.00	44	81.637	
W45	153017.00	769738.00	45	81.637	
W46	153017.00	769738.00	46	81.637	
W47	153017.00	769738.00	47	81.637	
W48	153017.00	769738.00	48	81.637	
W49	153017.00	769738.00	49	81.637	
W50	153017.00	769738.00	50	81.637	
W51	153017.00	769738.00	51	81.637	
W52	153017.00	769738.00	52	81.637	
W53	153017.00	769738.00	53	81.637	
W54	153017.00	769738.00	54	81.637	
W55	153017.00	769738.00	55	81.637	
W56	153017.00	769738.00	56	81.637	
W57	153017.00	769738.00	57	81.637	
W58	153017.00	769738.00	58	81.637	
W59	153017.00	769738.00	59	81.637	
W60	153017.00	769738.00	60	81.637	
W61	153017.00	769738.00	61	81.637	
W62	153017.00	769738.00	62	81.637	
W63	153017.00	769738.00	63	81.637	
W64	153017.00	769738.00	64	81.637	
W65	153017.00	769738.00	65	81.637	
W66	153017.00	769738.00	66	81.637	
W67	153017.00	769738.00	67	81.637	
W68	153017.00	769738.00	68	81.637	
W69	153017.00	769738.00	69	81.637	
W70	153017.00	769738.00	70	81.637	
W71	153017.00	769738.00	71	81.637	
W72	153017.00	769738.00	72	81.637	
W73	153017.00	769738.00	73	81.637	
W74	153017.00	769738.00	74	81.637	
W75	153017.00	769738.00	75	81.637	
W76	153017.00	769738.00	76	81.637	
W77	153017.00	769738.00	77	81.637	
W78	153017.00	769738.00	78	81.637	
W79	153017.00	769738.00	79	81.637	
W80	153017.00	769738.00	80	81.637	
W81	153017.00	769738.00	81	81.637	
W82	153017.00	769738.00	82	81.637	
W83	153017.00	769738.00	83	81.637	
W84	153017.00	769738.00	84	81.637	
W85	153017.00	769738.00	85	81.637	
W86	153017.00	769738.00	86	81.637	
W87	153017.00	769738.00	87	81.637	
W88	153017.00	769738.00	88	81.637	
W89	153017.00	769738.00	89	81.637	
W90	153017.00	769738.00	90	81.637	
W91	153017.00	769738.00	91	81.637	
W92	153017.00	769738.00	92	81.637	
W93	153017.00	769738.00	93	81.637	
W94	153017.00	769738.00	94	81.637	
W95	153017.00	769738.00	95	81.637	
W96	153017.00	769738.00	96	81.637	
W97	153017.00	769738.00	97	81.637	
W98	153017.00	769738.00	98	81.637	
W99	153017.00	769738.00	99	81.637	
W100	153017.00	769738.00	100	81.637	

Wetland Area "B"		LINE DATA TABLE	
Westcott Point Tide	Swathling	NO	LENGTH
File # 1	1931.143.0000	1931.143.0000	51.367
File # 2	1931.143.0000	1931.143.0000	51.367
File # 3	1931.143.0000	1931.143.0000	51.367
File # 4	1931.143.0000	1931.143.0000	51.367
File # 5	1931.143.0000	1931.143.0000	51.367
File # 6	1931.143.0000	1931.143.0000	51.367
File # 7	1931.143.0000	1931.143.0000	51.367
File # 8	1931.143.0000	1931.143.0000	51.367
File # 9	1931.143.0000	1931.143.0000	51.367
File # 10	1931.143.0000	1931.143.0000	51.367
File # 11	1931.143.0000	1931.143.0000	51.367
File # 12	1931.143.0000	1931.143.0000	51.367
File # 13	1931.143.0000	1931.143.0000	51.367
File # 14	1931.143.0000	1931.143.0000	51.367
File # 15	1931.143.0000	1931.143.0000	51.367
File # 16	1931.143.0000	1931.143.0000	51.367
File # 17	1931.143.0000	1931.143.0000	51.367
File # 18	1931.143.0000	1931.143.0000	51.367
File # 19	1931.143.0000	1931.143.0000	51.367
File # 20	1931.143.0000	1931.143.0000	51.367
File # 21	1931.143.0000	1931.143.0000	51.367
File # 22	1931.143.0000	1931.143.0000	51.367
File # 23	1931.143.0000	1931.143.0000	51.367
File # 24	1931.143.0000	1931.143.0000	51.367
File # 25	1931.143.0000	1931.143.0000	51.367
File # 26	1931.143.0000	1931.143.0000	51.367
File # 27	1931.143.0000	1931.143.0000	51.367
File # 28	1931.143.0000	1931.143.0000	51.367
File # 29	1931.143.0000	1931.143.0000	51.367
File # 30	1931.143.0000	1931.143.0000	51.367
File # 31	1931.143.0000	1931.143.0000	51.367
File # 32	1931.143.0000	1931.143.0000	51.367
File # 33	1931.143.0000	1931.143.0000	51.367
File # 34	1931.143.0000	1931.143.0000	51.367
File # 35	1931.143.0000	1931.143.0000	51.367
File # 36	1931.143.0000	1931.143.0000	51.367
File # 37	1931.143.0000	1931.143.0000	51.367
File # 38	1931.143.0000	1931.143.0000	51.367
File # 39	1931.143.0000	1931.143.0000	51.367
File # 40	1931.143.0000	1931.143.0000	51.367

Wetland Point Table			LINE DATA TABLE		
Flag #	Notching	Reading	NEL	BEARINGS	LENGTH
WP 01	3-041-15.8 (5.0)	7091.12 (27.0)	134	S 89°52'30" E	8.612
WP 02	3-041-17.0 (5.0)	7091.15 (27.0)	135	S 89°52'30" E	28.814
WP 03	3-041-18.2 (5.0)	7091.18 (27.0)	136	S 89°52'30" E	83.507
WP 04	3-041-19.4 (5.0)	7091.21 (27.0)	137	S 89°52'30" E	60.748
WP 05	3-041-20.6 (5.0)	7091.24 (27.0)	138	S 89°52'30" E	77.921
WP 06	3-041-21.8 (5.0)	7091.27 (27.0)	139	S 89°52'30" E	77.921
WP 07	3-041-23.0 (5.0)	7091.30 (27.0)	140	S 89°52'30" E	77.921
WP 08	3-041-24.2 (5.0)	7091.33 (27.0)	141	S 89°52'30" E	65.531
WP 09	3-041-25.4 (5.0)	7091.36 (27.0)	142	S 89°52'30" E	56.111
WP 10	3-041-26.6 (5.0)	7091.39 (27.0)	143	S 89°52'30" E	81.007
WP 11	3-041-27.8 (5.0)	7091.42 (27.0)	144	S 89°52'30" E	77.921
WP 12	3-041-29.0 (5.0)	7091.45 (27.0)	145	S 89°52'30" E	77.921

130-420	13070.1, 1123	780-63.1000	1,43	8 0110/10	2	8040
130-420	13270.5, 100	780-62.2002	1,43	8 0110/10	2	8040

REMARKS: parcel of land being all of Tracts 20 through 23, the South 1/4 of Tract 19, and a portion of Tracts 20-21, of the MAP OF FLORIDA DEVELOPMENT CO. TRACT, according to the map or plat hereinbefore referred to, and all of the same, as the same are more particularly described in Exhibit A, recorded in Plat Book 3, Page 64-65 of Public Records of Polk County, Florida, lying in the Northwest 1/4 of Section 2, Township 27 South, Range 27 East, Polk County, Florida, and all of the same, as the same are more particularly described as follows:

[illegible]

containing 53.138 acres, more or less.

<p>SHEET LAYOUT</p> <p>PANEL 1 100' x 100' SECTION</p> <p>PANEL 2 100' x 100' SECTION</p> <p>PANEL 3 100' x 100' SECTION</p> <p>PANEL 4 100' x 100' SECTION</p> <p>PANEL 5 100' x 100' SECTION</p> <p>PANEL 6 100' x 100' SECTION</p> <p>PANEL 7 100' x 100' SECTION</p> <p>PANEL 8 100' x 100' SECTION</p> <p>PANEL 9 100' x 100' SECTION</p> <p>PANEL 10 100' x 100' SECTION</p> <p>PANEL 11 100' x 100' SECTION</p> <p>PANEL 12 100' x 100' SECTION</p> <p>PANEL 13 100' x 100' SECTION</p> <p>PANEL 14 100' x 100' SECTION</p> <p>PANEL 15 100' x 100' SECTION</p> <p>PANEL 16 100' x 100' SECTION</p> <p>PANEL 17 100' x 100' SECTION</p> <p>PANEL 18 100' x 100' SECTION</p> <p>PANEL 19 100' x 100' SECTION</p> <p>PANEL 20 100' x 100' SECTION</p> <p>PANEL 21 100' x 100' SECTION</p> <p>PANEL 22 100' x 100' SECTION</p> <p>PANEL 23 100' x 100' SECTION</p> <p>PANEL 24 100' x 100' SECTION</p> <p>PANEL 25 100' x 100' SECTION</p> <p>PANEL 26 100' x 100' SECTION</p> <p>PANEL 27 100' x 100' SECTION</p> <p>PANEL 28 100' x 100' SECTION</p> <p>PANEL 29 100' x 100' SECTION</p> <p>PANEL 30 100' x 100' SECTION</p> <p>PANEL 31 100' x 100' SECTION</p> <p>PANEL 32 100' x 100' SECTION</p> <p>PANEL 33 100' x 100' SECTION</p> <p>PANEL 34 100' x 100' SECTION</p> <p>PANEL 35 100' x 100' SECTION</p> <p>PANEL 36 100' x 100' SECTION</p> <p>PANEL 37 100' x 100' SECTION</p> <p>PANEL 38 100' x 100' SECTION</p> <p>PANEL 39 100' x 100' SECTION</p> <p>PANEL 40 100' x 100' SECTION</p> <p>PANEL 41 100' x 100' SECTION</p> <p>PANEL 42 100' x 100' SECTION</p> <p>PANEL 43 100' x 100' SECTION</p> <p>PANEL 44 100' x 100' SECTION</p> <p>PANEL 45 100' x 100' SECTION</p> <p>PANEL 46 100' x 100' SECTION</p> <p>PANEL 47 100' x 100' SECTION</p> <p>PANEL 48 100' x 100' SECTION</p> <p>PANEL 49 100' x 100' SECTION</p> <p>PANEL 50 100' x 100' SECTION</p> <p>PANEL 51 100' x 100' SECTION</p> <p>PANEL 52 100' x 100' SECTION</p> <p>PANEL 53 100' x 100' SECTION</p> <p>PANEL 54 100' x 100' SECTION</p> <p>PANEL 55 100' x 100' SECTION</p> <p>PANEL 56 100' x 100' SECTION</p> <p>PANEL 57 100' x 100' SECTION</p> <p>PANEL 58 100' x 100' SECTION</p> <p>PANEL 59 100' x 100' SECTION</p> <p>PANEL 60 100' x 100' SECTION</p> <p>PANEL 61 100' x 100' SECTION</p> <p>PANEL 62 100' x 100' SECTION</p> <p>PANEL 63 100' x 100' SECTION</p> <p>PANEL 64 100' x 100' SECTION</p> <p>PANEL 65 100' x 100' SECTION</p> <p>PANEL 66 100' x 100' SECTION</p> <p>PANEL 67 100' x 100' SECTION</p> <p>PANEL 68 100' x 100' SECTION</p> <p>PANEL 69 100' x 100' SECTION</p> <p>PANEL 70 100' x 100' SECTION</p> <p>PANEL 71 100' x 100' SECTION</p> <p>PANEL 72 100' x 100' SECTION</p> <p>PANEL 73 100' x 100' SECTION</p> <p>PANEL 74 100' x 100' SECTION</p> <p>PANEL 75 100' x 100' SECTION</p> <p>PANEL 76 100' x 100' SECTION</p> <p>PANEL 77 100' x 100' SECTION</p> <p>PANEL 78 100' x 100' SECTION</p> <p>PANEL 79 100' x 100' SECTION</p> <p>PANEL 80 100' x 100' SECTION</p> <p>PANEL 81 100' x 100' SECTION</p> <p>PANEL 82 100' x 100' SECTION</p> <p>PANEL 83 100' x 100' SECTION</p> <p>PANEL 84 100' x 100' SECTION</p> <p>PANEL 85 100' x 100' SECTION</p> <p>PANEL 86 100' x 100' SECTION</p> <p>PANEL 87 100' x 100' SECTION</p> <p>PANEL 88 100' x 100' SECTION</p> <p>PANEL 89 100' x 100' SECTION</p> <p>PANEL 90 100' x 100' SECTION</p> <p>PANEL 91 100' x 100' SECTION</p> <p>PANEL 92 100' x 100' SECTION</p> <p>PANEL 93 100' x 100' SECTION</p> <p>PANEL 94 100' x 100' SECTION</p> <p>PANEL 95 100' x 100' SECTION</p> <p>PANEL 96 100' x 100' SECTION</p> <p>PANEL 97 100' x 100' SECTION</p> <p>PANEL 98 100' x 100' SECTION</p> <p>PANEL 99 100' x 100' SECTION</p> <p>PANEL 100 100' x 100' SECTION</p>	<p>BOUNDARY, TOPOGRAPHIC, AND WETLAND SURVEY</p> <p>PREPARED FOR</p> <p>Abdoce Consulting, Inc.</p> <p>Section 02, Township 27 S., Range 29 E.</p> <p>Polk County, Florida</p>	<p>GeoPoint</p> <p>Surveying, Inc.</p> <p>221 Middle Street Tampa, FL 33606 Phone: (813) 244-8484 Fax: (813) 244-8485 E-Mail: info@geopoint-surveying.com Web: www.geopoint-surveying.com</p> <p>SHEET NUMBER: 02 of 03</p>
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SECTION VII

SECTION A

SECTION 1

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Roy Van Wyk, Esq.
KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

**AGREEMENT BETWEEN THE NORTH POWERLINE ROAD COMMUNITY
DEVELOPMENT DISTRICT AND GLK REAL ESTATE, LLC REGARDING
TRUE-UP AS TO SERIES 2022 SPECIAL ASSESSMENTS**

(SERIES 2022 PROJECT – PHASE 3)

THIS TRUE-UP AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2022, by and between:

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

GLK REAL ESTATE, LLC, a Florida limited liability company, an owner and developer of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“Landowner”, and together with the District, the “Parties”).

RECITALS

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

WHEREAS, the District, pursuant to the Act, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

WHEREAS, Landowner is the owner and the developer of certain lands described as Phase 3 in the Engineer’s Report, defined herein, and more particularly described in **Exhibit A** attached hereto (“Landowner Lands”). Landowner Lands are a portion of the benefited lands in the Series 2022 Assessment Area (described in **Exhibit B** attached hereto), which will be subject to the proposed issuance of the Series 2022 Bonds, defined herein; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services (“Improvements”) as more particularly described in the *Engineer’s Report for Capital Improvements Third Amended and Restated*, dated February, 2022, as supplemented (the “Engineer’s Report”), for the Improvements associated with development of Phase 3 and Phase 4 (the “Series 2022 Project”), attached to this Agreement as **Exhibit A** and the estimated costs of the Improvements related to Series 2022 Project are identified therein; and

WHEREAS, the District intends to finance a portion of the Series 2022 Project, through the anticipated issuance of its North Powerline Road Community Development District Special Assessment Bonds, Series 2022, in the principal amount of \$_____ (the “Series 2022 Bonds”); and

WHEREAS, pursuant to Resolutions 2018-23, 2018-24, 2018-32, 2022-04, 2022-05, 2022-08 (the “Assessment Resolutions”), the District imposed special assessments on the Series 2022 Assessment Area (the “Series 2022 Special Assessments”) within the District to secure the repayment of a portion of the Series 2022 Bonds; and

WHEREAS, Landowner agrees that all developable lands within Series 2022 Assessment Area, including the Landowner Lands, benefit from the timely design, construction, or acquisition of the Series 2022 Project; and

WHEREAS, Landowner agrees that the Series 2022 Special Assessments which were imposed on Series 2022 Assessment Area within the District, have been validly imposed and constitute valid, legal and binding liens upon Series 2022 Assessment Area, which Series 2022 Special Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2022 Special Assessments on Series 2022 Assessment Area within the District; and

WHEREAS, the *Amended and Restated Master Assessment Methodology*, dated January 19, 2022, as supplemented by that *Supplemental Assessment Methodology – Assessment Area Two*, dated April 5, 2022 (together, the “Assessment Report”), provides that as Series 2022 Assessment Area is platted or re-platted, the allocation of the amounts assessed to and constituting a lien upon Series 2022 Assessment Area within the District would be allocated and calculated based upon certain density assumptions relating to the number of each type of single-family units to be constructed on the Series 2022 Assessment Area within the District, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends that the Series 2022 Assessment Area will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the District's Assessment Report; and

WHEREAS, the District's Assessment Report anticipates a mechanism by which Landowner shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount

of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of any plat or site plan for a parcel or tract, as described in the District's Assessment Report (which payments shall collectively be referenced as the "True-Up Payment"); and

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowner's intention and obligation, if required, to make the True-Up Payment related to the Series 2022 Special Assessments, subject to the terms and conditions contained herein.

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

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

SECTION 2. COVENANTS.

(A) The provisions of this Agreement shall constitute a covenant running with the Series 2022 Assessment Area, which lands are described herein in **Exhibit B**, and shall remain in full force and effect and be binding upon Landowner, its heirs, legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

(B) Landowner agrees that to the extent Landowner fails to timely pay all Series 2022 Special Assessments collected by mailed notice of the District, said unpaid Series 2022 Special Assessments (including True-Up Payments), may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any subsequent year.

SECTION 3. SPECIAL ASSESSMENT REALLOCATION.

(A) *Assumptions as to the Series 2022 Special Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner intends to plat Phase 3 of the Series 2022 Assessment Area into a total of 162 single family lots or 162 Equivalent Residential Units ("ERUs").

(B) *Process for Reallocation of Assessments.* The Series 2022 Special Assessments will be reallocated among the Series 2022 Assessment Area as the Series 2022 Assessment Areas are platted or re-platted (hereinafter referred to as "plat" or "platted"). In connection with such platting of Phase 3 of the Series 2022 Assessment Area, the Series 2022 Special Assessments imposed on the lands being platted will be allocated based upon the precise number and type of lots within the area being platted. It is intended that all the Series 2022 Special Assessments will be assigned to the 162 lots platted on the Series 2022 Assessment Area. In furtherance thereof, at such time as the Series 2022 Assessment Area are platted, Landowner covenants that such plat or plats shall be presented to the District. The District shall allocate the Series 2022 Special Assessments to the number of lots being platted and the remaining lands in accordance with the

District's Assessment Report and cause such reallocation to be recorded in the District's Improvement Lien Book.

(i) It is or will be an express condition of the liens established by the Assessment Resolutions that any and all plats containing any portion of the Series 2022 Assessment Area owned by Landowner shall be presented to the District for review and allocation of the Series 2022 Special Assessments to the lots being platted and the remaining Series 2022 Assessment Area in accordance with the Assessment Report ("Reallocation"). Landowner covenants to comply with this requirement for the Reallocation. The District agrees that no further action by the Board of Supervisors shall be required. The District's review of the plats shall be limited solely to the Reallocation of Series 2022 Special Assessments and enforcement of the District's assessment liens. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) The purpose of the True-Up calculation is to ensure that the bond debt will be able to be assigned to at least 162 ERUs within Phase 3. Thus, at the time of platting of any portion of the Series 2022 Assessment Area affecting Phase 3, or any re-platting thereof, there must be at least 162 ERUs assigned within Phase 3 of the Series 2022 Assessment Area to assign the bond debt to. If not, subject to subsection (v) below, the District would require a True-Up Payment from Landowner or the person or entity seeking to file such plat in an amount sufficient to reduce the remaining bond debt to the actual number of ERUs assigned to platted lots as set forth in the Assessment Report.

(iii) The True-Up calculation shall be performed at the time any portion of the Series 2022 Assessment Area is platted.

(iv) If at the time the True-Up calculation is performed, it is determined that less than 162 ERUs are assigned to Phase 3 of the Series 2022 Assessment Area, a True-Up Payment shall become due and payable by Landowner. Any such True-Up Payment determined to be due by Landowner shall be paid in full prior to approval of the plat. Such True-Up Payment shall be in addition to the Series 2022 Special Assessment installment payable for Series 2022 Assessment Area owned by Landowner. The District will take all necessary steps to ensure that True-Up Payments are made in a timely fashion to ensure its debt service obligations are met, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the Series 2022 Bonds. The District shall record all True-Up Payments in its Improvement Lien book. If such True-Up Payment is made at least 45 days prior to an interest payment date on the Series 2022 Bonds, Landowner shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within 45 days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

(v) The foregoing is based on the District's understanding with Landowner that at least 162 ERUs will be assigned Phase 3 of the Series 2022 Assessment Area as identified in the Assessment Report and Engineer's Report. However, the District agrees that nothing herein prohibits more or less than the anticipated number of ERUs to be assigned to the Series 2022 Assessment Area. In the event Landowner plats less than all

the Series 2022 Assessment Area, the Landowner may either make a True-Up Payment or leave unassigned Series 2022 Special Assessments on un-platted Series 2022 Assessment Area provided the maximum debt allocation per developable acre as set forth in the Assessment Resolution is not exceeded. In no event shall the District collect Series 2022 Special Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Series 2022 Project, including all costs of financing and interest. The District, however, may collect Series 2022 Special Assessments in excess of the annual debt service related to the Series 2022 Project, including all costs of financing and interest, which shall be applied to prepay the Series 2022 Bonds. If the strict application of the True-Up methodology to any Reallocation for any plat pursuant to this paragraph would result in Series 2022 Special Assessments collected in excess of the District's total debt service obligation for the Series 2022 Project, the District agrees to take appropriate action by resolution to equitably Reallocate the assessments.

SECTION 4. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of Landowner's obligation to pay the Series 2022 Special Assessments and to abide by the requirements of the Reallocation of Series 2022 Special Assessments, including the making of the True-Up Payment, if any, as set forth in the Assessment Resolutions. A default by any Party under this Agreement shall entitle any other Party to all remedies available at law or in equity, but excluding special, consequential or punitive damages.

SECTION 5. RECOVERY OF COSTS AND FEES. In the event any Party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 6. NOTICE. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, by overnight delivery service, or electronic or hand delivered to the Parties, as follows:

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

With a copy to: KE Law Group.
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: Roy Van Wyk

(B) If to Landowner: GLK Real Estate, LLC
346 East Central Avenue
Winter Haven, Florida 33880
Attn: Lauren O. Schwenk

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

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand 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 addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of any assessments placed on Series 2022 Assessment Area by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 7. ASSIGNMENT.

(A) Landowner may not assign its duties or obligations under this Agreement except in accordance with the terms of this Section 7(C) below. This Agreement shall constitute a covenant running with title to all or any portion of the Series 2022 Assessment Area, binding upon Landowner and its successors and assigns including, without limitation, any purchaser and its successors and assigns as to Series 2022 Assessment Area or portions thereof, and any transferee of any portion of Series 2022 Assessment Area but shall not be binding upon transferees permitted by Sections 7(B)(i), (ii) or (iii) below.

(B) No portion of the Series 2022 Assessment Area may be transferred to any third party without complying with the terms of Section 7(C) below, other than:

(i) Platted and fully-developed lots to homebuilders restricted from re-platting.

(ii) Platted and fully-developed lots to end users.

(iii) Portions of Series 2022 Assessment Area exempt from debt special assessments or to be dedicated to the City, the County, the District, or other governmental agencies.

Any transfer of any portion of the Series 2022 Assessment Area pursuant to subsections (i), (ii) or (iii) of this Section 7(B), shall constitute an automatic release of such portion of the Series 2022 Assessment Area from the scope and effect of this Agreement.

(C) Landowner shall not transfer any portion of the Series 2022 Assessment Area to any third party, except as permitted by Sections 7(B)(i), (ii) or (iii) above, without satisfying the following conditions (“Transfer Conditions”):

- (i)** delivering a recorded copy of this Agreement to such third party; and
- (ii)** satisfying any True-Up Payment that results from a True-Up analysis that will be performed by the District Manager prior and as a condition to such transfer.

Any transfer that is consummated pursuant to this Section 7(C) shall operate as a release of Landowner from its obligations under this Agreement as to such portion Series 2022 Assessment Area only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-Up Payment due pursuant to subsection 7(C)(ii) above, and the transferee shall be deemed to have assumed Landowner’s obligations in accordance herewith and shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of the Series 2022 Assessment Area so transferred.

SECTION 8. AMENDMENT. This Agreement shall constitute the entire agreement between the Parties regarding the subject matter discussed herein and may be modified in writing only by the mutual agreement of all Parties. This Agreement may not be amended without the prior written consent of the trustee for the Series 2022 Bonds (“Trustee”) on behalf and acting at the direction of the bondholders owning more than 50% of the aggregate principal amount of the applicable Series 2022 Bonds then outstanding with regard to material amendments.

SECTION 9. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Landowner, both the District and Landowner have complied with all the requirements of law, and both the District and Landowner have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 10. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each Party, provided, however, that this Agreement and the covenants contained herein may not be terminated or released prior to platting and development of all the Series 2022 Assessment Area without the prior written consent of the Trustee on behalf and acting at the direction of bondholders owning more than 50% of the aggregate principal amount of the applicable Series 2022 Bonds then outstanding with regard to amendments having a material effect on the District’s ability to pay debt service on the Series 2022 Bonds.

SECTION 11. NEGOTIATION AT ARM’S LENGTH. 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 and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either Party.

SECTION 12. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as provided in the immediately succeeding sentence, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and Landowner any right, remedy or claim under or by reason of this Agreement or any 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 District and Landowner and their respective representatives, successors and assigns. Notwithstanding anything herein to the contrary, the Trustee for the Series 2022 Bonds, on behalf of the owners of the Series 2022 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 14. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party 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.

SECTION 15. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

SECTION 16. EXECUTION IN COUNTERPARTS. This instrument 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.

SECTION 17. 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.

SECTION 18. EFFECTIVE DATE. This Agreement shall become effective after execution by the Parties hereto on the date reflected above.

IN WITNESS WHEREOF, Landowner and District have caused this Agreement to be executed and delivered on the day and year first written above.

WITNESSES:

GLK REAL ESTATE, LLC,
a Florida limited liability company

[Print Name]

Lauren O. Schwenk, Manager

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by Lauren O. Schwenk, as Manager of GLK Real Estate, LLC, on behalf of the company.

[notary seal]

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

WITNESSES:

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

[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 by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, 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 _____

Exhibit A: *Engineer's Report for Capital Improvement Third Amended and Restated*, dated February 2022

Exhibit B: Legal Description of Landowner Lands

EXHIBIT A – ENGINEER’S REPORT

EXHIBIT B
LEGAL DESCRIPTION OF LANDOWNERS LANDS

SECTION 2

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Roy Van Wyk, Esq.
KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT RIGHTS RELATING TO THE
SERIES 2022 PROJECT**

(SERIES 2022 PROJECT - PHASE 3)

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE SERIES 2022 PROJECT (“Assignment”) is made this ____ day of ____, 2022, by and between:

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

GLK REAL ESTATE, LLC, a Florida limited liability company, an owner and developer of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“Landowner” and, together with the District, the “Parties”).

RECITALS

WHEREAS, Landowner is the owner and the developer of certain lands described as Phase 3 in the Engineer’s Report, defined herein, and more particularly described in **Exhibit A** attached hereto (“Landowner Lands”); and

WHEREAS, the District proposes to issue its \$_____ North Powerline Road Community Development District Special Assessment Bonds, Series 2022 (“Series 2022 Bonds”), to finance certain improvements which will benefit the District; and

WHEREAS, among the security for the repayment of the Series 2022 Bonds are the debt special assessments levied against the “Series 2022 Assessment Area” as more particularly described in **Exhibit B**, which includes the Landowner Lands (“Series 2022 Special Assessments”); and

WHEREAS, the Parties intend that the portion of the Series 2022 Assessment Area identified as “Phase 3” will be platted and fully developed into a total of 162 residential units (“Lots”), and the Lots will be ultimately owned by homebuilders or end users, unrelated to the Landowner or its affiliated entities (“Development Completion”), as contemplated by the *Amended and Restated Master Assessment Methodology*, dated January 19, 2022, as supplemented by that *Supplemental Assessment Methodology – Assessment Area Two*, dated April 5, 2022 (together, the “Assessment Report”); and

WHEREAS, Phase 3, which is being partially financed with the proceeds of the Series 2022 Bonds as more particularly described in the *Engineer’s Report for Capital Improvements Third Amended and Restated*, dated February 2022 as supplemented (the “Engineer’s Report”), is a portion of the “Series 2022 Project”; and

WHEREAS, in the event of default in the payment of the Series 2022 Special Assessments securing the Series 2022 Bonds, or in the payment of a True-Up Obligation (as defined in the *Agreement between the North Powerline Road Community Development District and GLK Real Estate, LLC Regarding True-Up as to Series 2022 Special Assessments*, dated _____, 2022), or in the event of any other Event of Default (as defined herein), the District requires, in addition to the remedies afforded the District under the *Master Trust Indenture* dated as of December 1, 2020 (the “Master Indenture”), as supplemented by that *Second Supplemental Trust Indenture* dated as of _____, 2022 (the “Second Supplemental Indenture” and, together with the Master Indenture, the “Indenture”), pursuant to which the Series 2022 Bonds are being issued, and the other Agreements being entered into by Landowner concurrent herewith with respect to the Series 2022 Bonds and the Series 2022 Special Assessments (the Indentures and Agreements being referred to collectively as the “Bond Documents,” and such remedies being referred to collectively as the “Remedial Rights”), certain remedies with respect to the Development Rights (defined below) in order to complete or enable a third party to complete development of the Series 2022 Project.

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

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

2. COLLATERAL ASSIGNMENT.

(a) Subject to the terms and conditions of this Assignment, Landowner hereby collaterally assigns to the District, to the extent assignable, all of Landowner’s development rights, permits, entitlements and work product relating to development of Series 2022 Project, and Landowner’s rights as declarant of any property owner or homeowner association with respect to the Series 2022 Project (collectively, the “Development Rights”), as security for Landowner’s payment and performance of all of its obligations arising under the Bond Documents, including, without limitation, payment of the Series 2022 Special Assessments levied against Series 2020 Assessment Area that

is owned by Landowner, its successors and assigns, and any True-Up Obligation. The Development Rights shall include, without limitation, the items listed in subsections (i) through (viii) below as they pertain to development of the Series 2022 Project, but shall specifically exclude any portion of the Development Rights which relate solely to (x) Lots which have been or are conveyed to homebuilders unaffiliated with the Landowner or homebuyers effective as of such conveyance, or (y) any portion of Series 2022 Project which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to the City of Davenport, Florida (the “City”), Polk County, Florida (the “County”), the District, any utility provider, governmental or quasi-governmental entity, any homeowner’s or property owner’s association or other governing entity or association as may be required by applicable permits, approvals, plats or entitlements or regulations affecting the District, if any, in each case effective as of such transfer, conveyance and/or dedication, as applicable:

(i) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development assignments;

(ii) Engineering and construction plans and specifications for grading, roadways, site drainage, storm water drainage, signage, water distribution, wastewater collection, recreational facilities and other improvements;

(iii) Preliminary and final site plans and plats;

(iv) Architectural plans and specifications for recreational buildings and other improvements to the developable property within the District;

(v) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Series 2022 Project or the construction of improvements within Series 2022 Project, or off-site to the extent such off-site improvements are necessary or required to complete the Series 2020 Project;

(vi) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Series 2022 Project or the construction of improvements within Series 2022 Project;

(vii) All prepaid impact fees and impact fee credits; and

(viii) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

(b) This Assignment is not intended to and shall not impair or interfere with the development of the Series 2022 Project, including, without limitation, Landowner’s contracts with homebuilders, if any, and end users (collectively, “Sales Contracts”), and shall only be inchoate and shall become an effective and absolute assignment and

assumption of the Development Rights, from time to time, only upon the District's exercise of its rights hereunder upon a failure of Landowner to pay the Series 2020 Special Assessments levied against the portion of the Series 2022 Assessment Area owned by Landowner, from time to time, failure of Landowner to satisfy a True-Up Obligation, or any other Event of Default hereunder. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(c) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment in full of the principal and interest associated with the Series 2022 Bonds; (ii) Development Completion; (iii) transfer of any Development Rights to the City, the County, the State, the District, any utility provider, any other governmental or quasi-governmental entity, or any homeowners' or property owner's association but only to the extent of such transfer; or (iv) transfer of any portion of Series 2022 Assessment Area to an unaffiliated homebuilder or end user but only as to such portion transferred, from time to time.

3. WARRANTIES BY LANDOWNER. Landowner represents and warrants to the District that:

(a) Landowner is not prohibited under any agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

(b) No action has been brought or threatened which would in any way interfere with the right of Landowner to execute this Assignment and perform all of Landowner's obligations herein contained.

(c) Any transfer, conveyance or sale of the Series 2022 Assessment Area shall subject any and all affiliates or successors-in-interest of Landowner as to the Series 2020 Assessment Area or any portion thereof, to this Assignment to the extent of the portion of the Series 2022 Assessment Area so conveyed, except to the extent described in Section 2 above.

4. COVENANTS. Landowner covenants with the District that for so long as this Assignment shall remain in effect pursuant to the terms hereof:

(a) Landowner will use reasonable, good faith efforts to (i) fulfill, perform, and observe each and every material condition and covenant of Landowner relating to the Development Rights, and (ii) give notice to District of any default with respect to any of the Development Rights.

(b) The Development Rights include all of Landowner's rights to modify the Development Rights, to terminate the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights;

provided, however, that this Assignment does not and shall not (i) pertain to lands outside of the District not relating or necessary to development of the Series 2022 Project, or (ii) limit Landowner's right, from time to time, to modify, waive or release the Development Rights, subject to Section 4(c) below and Landowner's obligations under the Bond Documents.

(c) Landowner agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then-outstanding Series 2020 Special Assessments or would materially impair or impede the ability to achieve Development Completion.

5. EVENTS OF DEFAULT. Any breach of Landowner's warranties contained in Section 3 hereof, any breach of covenants contained in Section 4 hereof which is not cured within sixty (60) days after receipt of written notice thereof, or any breach of Landowner under any other Bond Documents, which default is not cured within any applicable cure period, will constitute an "Event of Default", under this Assignment.

6. REMEDIES UPON DEFAULT. Upon an Event of Default, or the transfer of title to any portion of the Series 2022 Assessment Area owned by Landowner to the District or its designee pursuant to a judgment of foreclosure entered by a court of competent jurisdiction or a deed in lieu of foreclosure to the District or its designee or the acquisition of title to such property through the sale of tax certificates, the District may, under this Assignment, take any or all of the following actions, at the District's option:

(a) Perform or cause to be performed any and all obligations of Landowner relating to the Development Rights and exercise or cause to be exercised any and all rights of Landowner therein as fully as Landowner could;

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights; and,

(c) Further assign any and all of the Development Rights to a third party acquiring title to the Series 2022 Assessment Area or any portion thereof from the District or at a District foreclosure sale.

7. AUTHORIZATION IN EVENT OF DEFAULT. In the Event of Default, Landowner does hereby authorize and shall direct any party to any agreements relating to the Development Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Landowner. Notwithstanding the foregoing or anything to the contrary set forth in this Assignment, no exercise by the District or the District's rights under this Assignment shall operate to release Landowner from its obligations under this Assignment.

8. ATTORNEYS' FEES AND COSTS. In the event that any Party is required to enforce this Assignment by court proceedings or otherwise, then the Parties agree that the substantially

prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

9. AUTHORIZATION. The execution of this Assignment 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.

10. NOTICES. All notices, requests, consents and other communications under this Assignment ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, at the addresses first set forth above. Except as otherwise provided in this Assignment, 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 Assignment 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 District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner, respectively. 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.

11. ARM'S LENGTH TRANSACTION. This Assignment has been negotiated fully between the Parties as an arm's length transaction. Both Parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

12. THIRD PARTY BENEFICIARIES. The Parties hereto agree that the Trustee under the Indenture ("Trustee"), on behalf of the bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Assignment and entitled to enforce Landowner's obligations hereunder at the direction of the bondholders owning more than 50% of the aggregate principal amount of the applicable Series 2020 Bonds then outstanding. The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties.

13. AMENDMENT. This Assignment may be amended by an instrument in writing executed by all of the Parties hereto, but only with the written consent of the Trustee acting at the direction of bondholders owning more than 50% of the aggregate principal amount of the Series 2020 Bonds then outstanding with respect to material amendments.

14. MISCELLANEOUS. Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the singular, and the use of any gender shall include all genders. The terms "person" and "party" shall include individuals, firms, associations, joint

ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

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

16. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

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

18. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other law, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

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

20. COUNTERPARTS. This instrument 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.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Landowner and the District have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

GLK REAL ESTATE, LLC,
a Florida limited liability company

[Print Name]

Lauren O. Schwenk, Manager

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by Lauren O. Schwenk, as Manager of GLK Real Estate, LLC, on behalf of the company.

[notary seal]

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

WITNESSES:

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

[Print Name]

Warren K. Heath II
Chairperson, Board of Supervisors

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by Warren K. Heath II, as Chairperson of the Board of Supervisors of the North Powerline Road Community Development District.

[notary seal]

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

Exhibit A: Engineer's Report for Capital Improvements Third Amended and Restated, dated February 2022

Exhibit B: Legal Description of the Series 2022 Assessment Area

EXHIBIT A

LEGAL DESCRIPTION OF LANDOWNER LANDS

EXHIBIT B

LEGAL DESCRIPTION OF SERIES 2022 ASSESSMENT AREA

SECTION 3

**AGREEMENT BY AND BETWEEN THE NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT AND GLK REAL ESTATE, LLC,
REGARDING THE COMPLETION OF CERTAIN IMPROVEMENTS**

(SERIES 2022 PROJECT – PHASE 3)

THIS AGREEMENT (“Agreement”) is made and entered into this ____th day of _____, 2022, by and between:

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

GLK REAL ESTATE, LLC, a Florida limited liability company, a landowner of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“Landowner”, and together with the District, the “Parties”).

RECITALS

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

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including stormwater management facilities, water and sewer utilities, roadways, irrigation, off-site improvements, landscape and hardscape, street lighting, parks and recreation, and other infrastructure within or without the boundaries of the District (the “Improvements”); and

WHEREAS, Landowner is the owner and the developer of certain lands described as Phase 3 in the Engineer’s Report, defined herein, and more particularly described in **Exhibit A** attached hereto (“Landowner Lands”). Landowner Lands are a portion of the benefited lands in the Series 2022 Assessment Area (described in **Exhibit B** attached hereto, which will be subject to the proposed issuance of the Series 2022 Bonds, defined herein; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of the Improvements within and adjacent to the District, and the anticipated cost thereof, as described in that certain *Engineer’s Report for Capital Improvements Third Amended and Restated*, dated February, 2022, as supplemented (the “Engineer’s Report”), attached hereto as **Exhibit A** and the estimated costs of the Improvements for Phase 3 and Phase 4 (the “Series 2022 Project”) and incorporated herein by reference; and

WHEREAS, the District has imposed debt special assessments on the Series 2022 Assessment Area within the District (the “Series 2022 Special Assessments”), to secure financing for the construction of the Series 2022 Project described in **Exhibit C**, and has validated \$_____ in special assessment bonds to fund the planning, design, permitting, construction and/or acquisition of Improvements including the Series 2022 Project; and

WHEREAS, the District intends to finance all or a portion of the Series 2022 Project through the anticipated issuance of its North Powerline Road Community Development District Special Assessment Bonds, Series 2022, in the principal amount of \$_____ (the “Series 2022 Bonds”); and

WHEREAS, Landowner has requested that the District limit the amount of Series 2022 Special Assessments imposed upon the Series 2022 Assessment Area by allowing the Landowner to directly fund a portion of the Series 2022 Project; and

WHEREAS, Landowner has agreed to complete or cause funds to be provided to the District to complete the portion of the Series 2022 Project, as set forth in the Engineer’s Report, not funded by proceeds of the Series 2022 Bonds; and

WHEREAS, in consideration of the District limiting the amount of Series 2022 Special Assessments on the Series 2022 Assessment Area, Landowner has requested that the District enter into this Agreement and to provide the terms and conditions under which the Series 2022 Project shall be completed; and

WHEREAS, in order to ensure that the Series 2022 Project is completed and funding is available in a timely manner to provide for its completion, Landowner and the District hereby agree that the District will be obligated to issue no more than \$_____ in Series 2022 Bonds to fund the Series 2022 Project and Landowner will complete or will make provision for additional funds that may be needed in the future for the completion of the Series 2022 Project, over and above the amount of the Series 2020 Bonds including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

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

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

2. COMPLETION OF IMPROVEMENTS. Landowner and the District agree and acknowledge that the proceeds of the District’s proposed Series 2022 Bonds will provide only a portion of the funds necessary to complete the Series 2022 Project. Therefore, Landowner, as owner of the Phase 3 lands, hereby agrees to complete the Series 2022 Project or cause such funds to be provided to the District in an amount sufficient to allow the District to complete those portions of the Series 2022 Project that benefit the Phase 3 lands that may remain unfunded (the

“Costs”) including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively, the “Remaining Improvements”), whether pursuant to existing contracts, including change orders thereto, or future contracts, which Costs shall not exceed the actual costs to complete the portion of Series 2022 Project benefitting the Landowner Lands and as set forth in the Engineer’s Report.

(a) Subject to Existing Contract. When all or any portion of the Remaining Improvements are subject to an existing District contract, the Landowner shall provide funds directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

(b) Not Subject to Existing Contract. When any portion of the Remaining Improvements is not the subject of an existing District contract, the Landowner may choose to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the District that the option selected by the Landowner will not materially and adversely impact the District.

Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The Parties hereby acknowledge and agree that the District’s execution of this Agreement constitutes the manner and means by which any and all portions of the Remaining Improvements are to be funded and completed. Notwithstanding the foregoing, in the event the Landowner, either jointly or individually, fails to timely provide funds or to complete the Remaining Improvements, the District may exercise its authority to issue additional bonds, notes or similar obligations, and certify for collection additional special assessments in an amount sufficient to complete the Remaining Improvements.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS.

(a) The District and Landowner agree and acknowledge that the exact location, size, configuration, and composition of the Series 2022 Project may change from that described in the Engineer’s Report depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Series 2022 Project shall be made by a written amendment to the Engineer’s Report, which shall include an estimate of the cost of the changes. Material changes to the Series 2022 Project shall require the prior written consent of the Trustee acting on behalf and at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Series 2022 Bonds then outstanding.

(b) The District and Landowner acknowledge and agree that the provision of funds under this Agreement or the completion of the Remaining Improvements will be considered a contribution in lieu of the imposition of debt special assessments upon the Series 2020 Assessment Area benefitted by the Series 2022 Project.

(c) (i) The Landowner agrees that all developable lands within Series 2022

Assessment Area, including Landowner's property, benefit from the timely design, construction, or acquisition of the Series 2022 Project.

(ii) Landowner agrees that the Series 2022 Special Assessments which were imposed on Series 2022 Assessment Area within the District, have been validly imposed and constitute valid, legal and binding liens upon Series 2022 Assessment Area, which Series 2022 Special Assessments remain unsatisfied.

(d) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Landowner of its obligations hereunder are expressly subject to, dependent and conditioned upon (a) the issuance of \$_____ par amount of Series 2020 Bonds and use of the proceeds thereof to fund a portion of the Series 2022 Project, and (b) the scope, configuration, size and/or composition of the Series 2022 Project not materially changing without the consent of Landowner. Such consent is not necessary, and Landowner must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Series 2022 Project is materially changed in response to a requirement imposed by a regulatory agency.

4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by any Party under this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance, but excluding special, consequential or punitive damages. Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement shall limit or impair the District's right to protect its rights under this Agreement from interference by a third party.

5. ENFORCEMENT OF AGREEMENT. If any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties hereto, but only with the written consent of the Trustee acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the Series 2020 Bonds then outstanding, with respect to material amendments.

7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Landowner, both the District and Landowner have complied with all the requirements of law, and both the District and Landowner have full power and authority to comply with the terms and provisions of this Agreement.

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: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: Roy Van Wyk

(b) If to Landowner: GLK Real Estate, LLC
346 East Central Avenue
Winter Haven, Florida 33880
Attn: Lauren O. Schwenk

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

9. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and Landowner as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either Party.

10. THIRD PARTY BENEFICIARIES. Except as otherwise provided in this Section 10 with respect to Trustee, this Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal

party to this Agreement. Except as otherwise provided in this Section 10 with respect to Trustee, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the Parties hereto 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 District and Landowner and the respective representatives, successors, and assigns of each. Notwithstanding anything herein to the contrary, the Trustee for the Series 2020 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the obligations of Landowner hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

11. ASSIGNMENT. No Party hereto may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Parties and the Trustee acting on behalf and at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Series 2020 Bonds then outstanding.

12. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party 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.

13. EFFECTIVE DATE. This Agreement shall be effective upon execution by all Parties hereto.

14. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

15. 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.

16. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

17. 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.

18. 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.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties execute this Agreement on the day and year first written above.

ATTEST:

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Warren K. (Rennie) Heath II
Chairperson, Board of Supervisors

WITNESS:

GLK REAL ESTATE, LLC,
a Florida limited liability company

Print Name: _____

Lauren O. Schwenk, Manager

Exhibit A: Engineer's Report for Capital Improvements Third Amended and Restated,
dated February, 2022 as supplemented
Exhibit B: Legal Description of Landowner Lands
Exhibit C: Legal Description of Series 2022 Assessment Area

SECTION 4

**AGREEMENT BY AND BETWEEN THE NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT AND GLK REAL ESTATE,
LLC, REGARDING THE ACQUISITION OF WORK PRODUCT,
IMPROVEMENTS, AND REAL PROPERTY**

(SERIES 2022 PROJECT - PHASE 3)

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2022, by and between:

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

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

RECITALS

WHEREAS, the District was established for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure, as authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities, and services (the “Improvements”) within and adjacent to the District, and the anticipated cost thereof, as described in that certain *Engineer’s Report for Capital Improvements Third Amended and Restated*, dated February, 2022, as supplemented (the “Engineer’s Report”), attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, Landowner is the owner and the primary developer of certain lands described as Phase 3 in the Engineer’s Report and more particularly described in **Exhibit B** attached hereto (“Landowner Lands”). Landowner Lands are a portion of the benefited lands in the Series 2022 Assessment Area (described in **Exhibit C** attached hereto) upon which the Improvements will be constructed; and

WHEREAS, the District intends to finance all or a portion of the Improvements through the anticipated issuance of its North Powerline Road Community Development District Special Assessment Bonds, Series 2022 (the “Series 2022 Bonds”); and

WHEREAS, because the Series 2022 Bonds have not yet been issued, the District has not had sufficient monies on hand to allow the District to fund the cost of preparation of the necessary

surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the Improvements (the “Work Product”); and

WHEREAS, the District acknowledges the Landowner’s need to have the Improvements constructed in an expeditious and timely manner in order to develop the lands within the Series 2022 Assessment Area, including Landowner Lands (collectively, the “Series 2022 Project”); and

WHEREAS, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Improvements described in **Exhibit A** until such time as the District has closed on the sale of the Series 2022 Bonds; and

WHEREAS, to avoid a delay in the commencement of the construction of the Improvements, the Landowner has advanced, funded, commenced, and completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

WHEREAS, the District desires to commence the acquisition of certain Work Product and the Improvements, and accept assignment of certain agreements regarding the same; and

WHEREAS, in conjunction with the acquisition of the Work Product and/or Improvements, the Landowner desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District (the “Real Property”); and

WHEREAS, the Landowner and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

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

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

SECTION 2. WORK PRODUCT. The District agrees to pay the lesser of actual cost incurred by the Landowner or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (the “Acquisition Date”). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this

Agreement. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors (the "Board") the total actual amount of cost, which, in the District Engineer's sole opinion, is reasonable for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the trustee for the Series 2022 Bonds ("Trustee"). In the event that the Landowner disputes the District Engineer's opinion as to cost, the District and the Landowner agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the Improvements.

A. The Landowner agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be acceptable by the District Engineer and approved by the District's Board pursuant to and as set forth in this Agreement.

B. The Landowner agrees to release to the District all right, title, and interest which the Landowner may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that the Landowner shall retain the right, title and interest to use the Work Product, and the District shall grant the Landowner a license to use the Work Product to the extent reasonably required by the Landowner in connection with the ownership, construction, development, and management of the Series 2022 Project or other lands owned by Landowner to which such Work Product pertains. To the extent determined necessary by the District, the Landowner shall use commercially reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

C. Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an "AS-IS" basis, and without any representation or warranty from the Landowner to the District in respect thereto.

D. The Landowner agrees to make reasonable good faith efforts, but without imposing any requirement on Landowner to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction

of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

E. The District agrees to allow the Landowner access to and use of the Work Product without the payment of any fee by the Landowner. However, to the extent the Landowner's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Landowner agrees to pay such cost or expense.

SECTION 3. IMPROVEMENTS. The Landowner has expended certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Landowner for those portions of the Improvements which have been commenced or completed prior to the issuance of the Series 2022 Bonds. When a portion of the Improvements is ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Landowner agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty bills of sale or such other instruments as may be reasonably requested by the District; and (iii) any other releases, indemnifications, or documentation as may be reasonably requested by the District. Any real property interests necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5 herein. The District Engineer in consultation with District Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide Landowner with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on the Landowner's estimate of cost, sufficient unencumbered funds to acquire the improvement.

A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then the Landowner agrees to cooperate and provide such certifications, warranties, representations or other items as may be required by that governmental entity, if any.

B. The District Engineer shall certify as to the actual cost of any improvement built or constructed by or at the direction of the Landowner, and the District shall pay no more than the actual cost incurred, or the fair market value of the improvement, whichever is less, as determined by the District Engineer.

C. The Landowner agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

D. Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the Engineer's Report; (ii) the price for such Work Product and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by the Landowner and (b) the reasonable fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

SECTION 4. ASSIGNMENT OF CONTRACTS. The District may accept the assignment of certain contracts. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by section 255.05, *Florida Statutes*, or the Landowner providing adequate alternative security in compliance with section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as the Series 2020 Bonds are actually issued, the Landowner agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District.

SECTION 5. CONVEYANCE OF REAL PROPERTY.

A. Conveyance. In the event that real property interests are to be conveyed by the Landowner and acquired by the District in connection with the acquisition of the Improvements, and as mutually agreed upon by the District and the Landowner, then in such event, the Landowner agrees that it will convey to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for the Real Property exceed the lesser of the actual cost to the Landowner or the value of an appraisal obtained by the District for this purpose. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by Landowner of its right and privilege to use the area conveyed to construct

any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof. The Landowner shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Landowner shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Landowner conveys said lands to the District. At the time of conveyance, the District may require, at Landowner's expense, an owner's title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

B. *Boundary or Other Adjustments.* Landowner and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Landowner's ownership; provided, however, that such future boundary adjustments shall not affect the ability of the Landowner to have the lots developed. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

SECTION 6. TAXES, ASSESSMENTS, AND COSTS.

A. *Taxes and Assessments on Property Being Acquired.* The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to place in escrow with the Polk County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

B. *Notice.* The Parties agree to provide notice to the other within ten (10)

calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in Subsection A above. The Landowner covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

C. *Tax liability not created.* Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS. The District and Landowner hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Series 2022 Bonds ("Prior Acquisitions"). The District agrees to pursue the issuance of the Series 2022 Bonds in good faith and, within thirty (30) days from the issuance of such Series 2022 Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Series 2022 Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Landowner for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. The Landowner acknowledges that the District intends to convey some or all of the Improvements to the State of Florida, the City of Davenport, Florida and Polk County, Florida, and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

SECTION 8. 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 and/or specific performance, but excluding special, consequential or punitive damages.

SECTION 9. INDEMNIFICATION. For all actions or activities which occur prior to the date of the acquisition of the relevant Real Property, Improvement or Work Product hereunder, the Landowner agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation

or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Landowner, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Landowner shall not indemnify the District for a default by the District under this Agreement or the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors, or such persons' or entities' negligence.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and the Landowner relating to the subject matter of this Agreement.

SECTION 12. AMENDMENTS. This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all Parties, and with regards to material amendments, with the prior written consent of the Trustee for the Series 2020 Bonds acting at the direction of the bondholders owning majority of the aggregate principal amount of the Series 2020 Bonds then outstanding.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner. The District and the Landowner have complied with all the requirements of law. The District and the Landowner have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 14. 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: District Manager
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With a copy to:	KE Law Group, PLLC 2016 Delta Boulevard, Suite 101 Tallahassee, Florida 32303 Attn: Roy Van Wyk
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B. If to Landowner: GLK Real Estate, LLC
346 East Central Avenue
Winter Haven, Florida 33880
Attn: Lauren O. Schwenk

With a copy to: Straughn & Turner, P.A.
255 Magnolia Avenue SW
Winter Haven, Florida 33880
Attn: 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 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 the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. 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 in this Agreement.

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, 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 entity other than the District and the Landowner 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 District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any bondholders of Series 2020 Bonds issued by the District for the purpose of acquiring any Work Product, Improvements and/or Real Property. Also notwithstanding anything herein to the contrary, the Trustee for the Series 2020 Bonds, on behalf of the owners of the Series 2020 Bonds, shall be a direct third-party beneficiary acting at the direction of the bondholders owning more than 50% of an aggregate principal amount

of the applicable Series 2022 Bonds then outstanding, be entitled to cause the District to enforce the Landowner's obligations hereunder.

SECTION 17. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the Trustee acting on behalf of the Bondholders owning a majority of the aggregate principal amount of the Series 2022 Bonds then outstanding. Such consent shall not be required in the event of a sale of the majority of the lands in Series 2022 Project then-owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement. Upon the merger, amendment, or name change of the District, the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

SECTION 18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party 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.

SECTION 19. EFFECTIVE DATE. This Agreement shall be effective upon its execution by the District and the Landowner.

SECTION 20. TERMINATION. This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Series 2022 Bonds within five (5) years from the date of this Agreement.

SECTION 21. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

SECTION 22. 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.

SECTION 23. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 24. 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 25. 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.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

ATTEST:

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Warren K. Heath II
Chairperson, Board of Supervisors

WITNESS:

GLK REAL ESTATE, LLC,
a Florida limited liability company

Print Name: _____

Lauren O. Schwenk, Manager

Exhibit A:	<i>Engineer's Report for Capital Improvement Third Amended and Restated,</i>
	dated February 2022, as supplemented
Exhibit B	Legal Description of Landowner Lands
Exhibit C	Legal Description of Series 2022 Assessment Area

Composite Exhibit A

Engineer's Report

EXHIBIT B

Legal Description of Landowner Lands

EXHIBIT C

Legal Description of Series 2022 Assessment Area

SECTION 5

This instrument was prepared by and
upon recording should be returned to:

Roy Van Wyk, Esq.
KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314

**DECLARATION OF CONSENT TO JURISDICTION OF
NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SPECIAL ASSESSMENTS
(SERIES 2022 SPECIAL ASSESSMENTS)**

GLK REAL ESTATE, LLC, a Florida limited liability company (the “Landowner”), is the owner of those lands as more particularly described in **Exhibit A** attached hereto (the “Property” also known as “Phase 3 Lands”), located within the boundaries of the North Powerline Road Community Development District (the “District”). The Landowner, intending that it and its successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after June 5, 2018, a legally created duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “Act”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners of Polk County, Florida (“County”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 18-036, enacted by the County on June 3, 2021, as amended by Ordinance Nos. 20-028, 20-046, and 22-001, enacted by the County and effective on June 16, 2020, December 2, 2020 and January 4, 2022, were duly and properly adopted by the County in compliance with all applicable requirements of law and consented to by the City Commission of the City of Davenport, Florida (the “City”), by Resolution Nos. 387-18, 456-20, and 474-21, adopted on March 1, 2018, November 16, 2020, and December 6, 2021, respectively; (c) the members of the Board of Supervisors of the District (the “Board”) were and are duly and properly designated and/or elected pursuant to the Act to serve in their official capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from June 5, 2018, to and including the date of this Declaration.

2. The Landowner, for itself and its heirs, successors and assigns, hereby confirms and agrees, that the debt special assessments (the “Series 2022 Special Assessments”) imposed by, but not limited to, Resolution Nos. 2018-23, 2018-24, 2018-32, 2020-04, 2020-05, and 2020-08 (collectively, the “Assessment Resolutions”) have been duly adopted by the Board, and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the Series

2022 Special Assessments, and the Series 2022 Special Assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, city, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, for itself and its heirs, successors and assigns, hereby waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the Series 2022 Special Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the Series 2022 Special Assessments in full at any time or in part at any time, but with interest, under the circumstances set forth in the Assessment Resolutions of the District levying the Series 2022 Special Assessments.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Series 2022 Special Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the North Powerline Road Community Development District Special Assessment Bonds, Series 2022, in the principal amount of \$ _____ (the "Series 2022 Bonds"), or securing payment thereof and all other documents and certifications relating to the issuance of the Series 2022 Bonds (the "Financing Documents"), are valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Series 2022 Special Assessments or claims of invalidity, deficiency or unenforceability of the Series 2022 Special Assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until One (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; (iv) to the extent Landowner fails to timely pay any Series 2022 Special Assessments collected by mailed notice of the District, such unpaid Series 2022 Special Assessments and future Series 2022 Special Assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year; and (v) any and all rights to challenge the validity of: any argument, claim or defense resulting from any defect or omission of any and all District notices, meetings, workshops, public hearings and other proceedings in relation to the Series 2022 Special Assessments or the Series 2022 Bonds that were conducted on or prior to the date hereof whether pursuant to Florida law or any waiver of Florida law granted in said Executive Order, including any extensions thereof.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Series 2022 Special Assessments is available from the District Manager (Governmental Management Services – Central Florida, LLC), 219 E. Livingston Street, Orlando, Florida 32801.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

[Signature page to follow]

IN WITNESS WHEREOF, Landowner and the District have caused this Declaration to be executed and delivered on the day and year first written above.

WITNESS:

GLK REAL ESTATE, LLC, a Florida
limited liability company

[Print Name]

Lauren O. Schwenk, its Manager

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by Lauren O. Schwenk, as Manager of GLK Real Estate, LLC, on behalf of the company.

[notary seal]

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

EXHIBIT A – LEGAL DESCRIPTION OF LANDOWNER’S LANDS

EXHIBIT A – LEGAL DESCRIPTION OF LANDOWNER’S LANDS

SECTION B

SECTION 1

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Roy Van Wyk, Esq.
KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

**AGREEMENT BETWEEN THE NORTH POWERLINE ROAD COMMUNITY
DEVELOPMENT DISTRICT AND CH DEV, LLC REGARDING
TRUE-UP AS TO SERIES 2022 SPECIAL ASSESSMENTS**

(SERIES 2022 PROJECT – PHASE 4)

THIS TRUE-UP AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2022, by and between:

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

CH DEV, LLC, a Florida limited liability company, an owner and developer of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“Landowner”, and together with the District, the “Parties”).

RECITALS

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

WHEREAS, the District, pursuant to the Act, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

WHEREAS, Landowner is the owner and the developer of certain lands described as Phase 4 in the Engineer’s Report, defined herein, and more particularly described in **Exhibit A** attached hereto (“Landowner Lands”). Landowner Lands are a portion of the benefited lands in the Series 2022 Assessment Area (described in **Exhibit B** attached hereto), which will be subject to the proposed issuance of the Series 2022 Bonds, defined herein; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services (“Improvements”) as more particularly described in the *Engineer’s Report for Capital Improvements Third Amended and Restated*, dated February 2022, as supplemented (the “Engineer’s Report”), for the Improvements associated with development of Phase 3 and Phase 4 (the “Series 2022 Project”), attached to this Agreement as **Exhibit A** and the estimated costs of the Improvements related to Series 2022 Project are identified therein; and

WHEREAS, the District intends to finance a portion of the Series 2022 Project, through the anticipated issuance of its North Powerline Road Community Development District Special Assessment Bonds, Series 2022, in the principal amount of \$_____ (the “Series 2022 Bonds”); and

WHEREAS, pursuant to Resolutions 2018-23, 2018-24, 2018-32, 2022-04, 2022-05, 2022-08 (the “Assessment Resolutions”), the District imposed special assessments on the Series 2022 Assessment Area (the “Series 2022 Special Assessments”) within the District to secure the repayment of a portion of the Series 2022 Bonds; and

WHEREAS, Landowner agrees that all developable lands within Series 2022 Assessment Area, including the Landowner Lands, benefit from the timely design, construction, or acquisition of the Series 2022 Project; and

WHEREAS, Landowner agrees that the Series 2022 Special Assessments which were imposed on Series 2022 Assessment Area within the District, have been validly imposed and constitute valid, legal and binding liens upon Series 2022 Assessment Area, which Series 2022 Special Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2022 Special Assessments on Series 2022 Assessment Area within the District; and

WHEREAS, the *Amended and Restated Master Assessment Methodology*, dated January 19, 2022, as supplemented by that *Supplemental Assessment Methodology – Assessment Area Two*, dated April 5, 2022 (together, the “Assessment Report”), provides that as Series 2022 Assessment Area is platted or re-platted, the allocation of the amounts assessed to and constituting a lien upon Series 2022 Assessment Area within the District would be allocated and calculated based upon certain density assumptions relating to the number of each type of single-family units to be constructed on the Series 2022 Assessment Area within the District, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends that the Series 2022 Assessment Area will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the District's Assessment Report; and

WHEREAS, the District's Assessment Report anticipates a mechanism by which Landowner shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount

of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of any plat or site plan for a parcel or tract, as described in the District's Assessment Report (which payments shall collectively be referenced as the "True-Up Payment"); and

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowner's intention and obligation, if required, to make the True-Up Payment related to the Series 2022 Special Assessments, subject to the terms and conditions contained herein.

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

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

SECTION 2. COVENANTS.

(A) The provisions of this Agreement shall constitute a covenant running with the Series 2022 Assessment Area, which lands are described herein in **Exhibits A and B**, and shall remain in full force and effect and be binding upon Landowner, its heirs, legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

(B) Landowner agrees that to the extent Landowner fails to timely pay all Series 2022 Special Assessments collected by mailed notice of the District, said unpaid Series 2022 Special Assessments (including True-Up Payments), may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any subsequent year.

SECTION 3. SPECIAL ASSESSMENT REALLOCATION.

(A) *Assumptions as to the Series 2022 Special Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner intends to plat Phase 4 of the Series 2022 Assessment Area into a total of 300 Townhome lots and 8 Single Family lots (308 lots) or 158 Equivalent Residential Units ("ERUs").

(B) *Process for Reallocation of Assessments.* The Series 2022 Special Assessments will be reallocated among the Series 2022 Assessment Area as the Series 2022 Assessment Areas are platted or re-platted (hereinafter referred to as "plat" or "platted"). In connection with such platting of Phase 4 of the Series 2022 Assessment Area, the Series 2022 Special Assessments imposed on the lands being platted will be allocated based upon the precise number and type of lots within the area being platted. It is intended that all the Series 2022 Special Assessments will be assigned to the 308 lots platted on the Series 2022 Assessment Area. In furtherance thereof, at such time as the Series 2022 Assessment Area are platted, Landowner covenants that such plat or plats shall be presented to the District. The District shall allocate the Series 2022 Special Assessments to the number of lots being platted and the remaining lands in accordance with the

District's Assessment Report and cause such reallocation to be recorded in the District's Improvement Lien Book.

(i) It is or will be an express condition of the liens established by the Assessment Resolutions that any and all plats containing any portion of the Series 2022 Assessment Area owned by Landowner shall be presented to the District for review and allocation of the Series 2022 Special Assessments to the lots being platted and the remaining Series 2022 Assessment Area in accordance with the Assessment Report ("Reallocation"). Landowner covenants to comply with this requirement for the Reallocation. The District agrees that no further action by the Board of Supervisors shall be required. The District's review of the plats shall be limited solely to the Reallocation of Series 2022 Special Assessments and enforcement of the District's assessment liens. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) The purpose of the True-Up calculation is to ensure that the bond debt will be able to be assigned to at least 158 ERUs within Phase 4. Thus, at the time of platting of any portion of the Series 2022 Assessment Area affecting Phase 4, or any re-platting thereof, there must be at least 158 ERUs assigned within Phase 4 of the Series 2022 Assessment Area to assign the bond debt to. If not, subject to subsection (v) below, the District would require a True-Up Payment from Landowner or the person or entity seeking to file such plat in an amount sufficient to reduce the remaining bond debt to the actual number of ERUs assigned to platted lots as set forth in the Assessment Report.

(iii) The True-Up calculation shall be performed at the time any portion of the Series 2022 Assessment Area is platted.

(iv) If at the time the True-Up calculation is performed, it is determined that less than 162 ERUs are assigned to Phase 4 of the Series 2022 Assessment Area, a True-Up Payment shall become due and payable by Landowner. Any such True-Up Payment determined to be due by Landowner shall be paid in full prior to approval of the plat. Such True-Up Payment shall be in addition to the Series 2022 Special Assessment installment payable for Series 2022 Assessment Area owned by Landowner. The District will take all necessary steps to ensure that True-Up Payments are made in a timely fashion to ensure its debt service obligations are met, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the Series 2022 Bonds. The District shall record all True-Up Payments in its Improvement Lien book. If such True-Up Payment is made at least 45 days prior to an interest payment date on the Series 2022 Bonds, Landowner shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within 45 days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

(v) The foregoing is based on the District's understanding with Landowner that at least 158 ERUs will be assigned Phase 4 of the Series 2022 Assessment Area as identified in the Assessment Report and Engineer's Report. However, the District agrees that nothing herein prohibits more or less than the anticipated number of ERUs to be assigned to the Series 2022 Assessment Area. In the event Landowner plats less than all

the Series 2022 Assessment Area, the Landowner may either make a True-Up Payment or leave unassigned Series 2022 Special Assessments on un-platted Series 2022 Assessment Area provided the maximum debt allocation per developable acre as set forth in the Assessment Resolution is not exceeded. In no event shall the District collect Series 2022 Special Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Series 2022 Project, including all costs of financing and interest. The District, however, may collect Series 2022 Special Assessments in excess of the annual debt service related to the Series 2022 Project, including all costs of financing and interest, which shall be applied to prepay the Series 2022 Bonds. If the strict application of the True-Up methodology to any Reallocation for any plat pursuant to this paragraph would result in Series 2022 Special Assessments collected in excess of the District's total debt service obligation for the Series 2022 Project, the District agrees to take appropriate action by resolution to equitably Reallocate the assessments.

SECTION 4. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of Landowner's obligation to pay the Series 2022 Special Assessments and to abide by the requirements of the Reallocation of Series 2022 Special Assessments, including the making of the True-Up Payment, if any, as set forth in the Assessment Resolutions. A default by any Party under this Agreement shall entitle any other Party to all remedies available at law or in equity, but excluding special, consequential or punitive damages.

SECTION 5. RECOVERY OF COSTS AND FEES. In the event any Party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 6. NOTICE. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, by overnight delivery service, or electronic or hand delivered to the Parties, as follows:

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

With a copy to: KE Law Group.
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: Roy Van Wyk

(B) If to Landowner: CH Dev, LLC
346 East Central Avenue
Winter Haven, Florida 33880
Attn: Albert B. Cassidy

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

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand 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 addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of any assessments placed on Series 2022 Assessment Area by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 7. ASSIGNMENT.

(A) Landowner may not assign its duties or obligations under this Agreement except in accordance with the terms of this Section 7(C) below. This Agreement shall constitute a covenant running with title to all or any portion of the Series 2022 Assessment Area, binding upon Landowner and its successors and assigns including, without limitation, any purchaser and its successors and assigns as to Series 2022 Assessment Area or portions thereof, and any transferee of any portion of Series 2022 Assessment Area but shall not be binding upon transferees permitted by Sections 7(B)(i), (ii) or (iii) below.

(B) No portion of the Series 2022 Assessment Area may be transferred to any third party without complying with the terms of Section 7(C) below, other than:

(i) Platted and fully-developed lots to homebuilders restricted from re-platting.

(ii) Platted and fully-developed lots to end users.

(iii) Portions of Series 2022 Assessment Area exempt from debt special assessments or to be dedicated to the City, the County, the District, or other governmental agencies.

Any transfer of any portion of the Series 2022 Assessment Area pursuant to subsections (i), (ii) or (iii) of this Section 7(B), shall constitute an automatic release of such portion of the Series 2022 Assessment Area from the scope and effect of this Agreement.

(C) Landowner shall not transfer any portion of the Series 2022 Assessment Area to any third party, except as permitted by Sections 7(B)(i), (ii) or (iii) above, without satisfying the following conditions (“Transfer Conditions”):

- (i)** delivering a recorded copy of this Agreement to such third party; and
- (ii)** satisfying any True-Up Payment that results from a True-Up analysis that will be performed by the District Manager prior and as a condition to such transfer.

Any transfer that is consummated pursuant to this Section 7(C) shall operate as a release of Landowner from its obligations under this Agreement as to such portion Series 2022 Assessment Area only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-Up Payment due pursuant to subsection 7(C)(ii) above, and the transferee shall be deemed to have assumed Landowner’s obligations in accordance herewith and shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of the Series 2022 Assessment Area so transferred.

SECTION 8. AMENDMENT. This Agreement shall constitute the entire agreement between the Parties regarding the subject matter discussed herein and may be modified in writing only by the mutual agreement of all Parties. This Agreement may not be amended without the prior written consent of the trustee for the Series 2022 Bonds (“Trustee”) on behalf and acting at the direction of the bondholders owning more than 50% of the aggregate principal amount of the applicable Series 2022 Bonds then outstanding with regard to material amendments.

SECTION 9. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Landowner, both the District and Landowner have complied with all the requirements of law, and both the District and Landowner have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 10. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each Party, provided, however, that this Agreement and the covenants contained herein may not be terminated or released prior to platting and development of all the Series 2022 Assessment Area without the prior written consent of the Trustee on behalf and acting at the direction of bondholders owning more than 50% of the aggregate principal amount of the applicable Series 2022 Bonds then outstanding with regard to amendments having a material effect on the District’s ability to pay debt service on the Series 2022 Bonds.

SECTION 11. NEGOTIATION AT ARM’S LENGTH. 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 and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either Party.

SECTION 12. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as provided in the immediately succeeding sentence, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and Landowner any right, remedy or claim under or by reason of this Agreement or any 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 District and Landowner and their respective representatives, successors and assigns. Notwithstanding anything herein to the contrary, the Trustee for the Series 2022 Bonds, on behalf of the owners of the Series 2022 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 14. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party 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.

SECTION 15. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

SECTION 16. EXECUTION IN COUNTERPARTS. This instrument 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.

SECTION 17. 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.

SECTION 18. EFFECTIVE DATE. This Agreement shall become effective after execution by the Parties hereto on the date reflected above.

IN WITNESS WHEREOF, Landowner and District have caused this Agreement to be executed and delivered on the day and year first written above.

WITNESSES:

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 by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by Albert B. Cassidy, as Manager of CH Dev, LLC, on behalf of the company.

[notary seal]

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

WITNESSES:

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

[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 by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, 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 _____

Exhibit A: *Engineer's Report for Capital Improvements Third Amended and Restated*, dated February 2022
Exhibit B: Legal Description of Series 2022 Assessment Area

EXHIBIT A - *Engineer's Report*
EXHIBIT B

LEGAL DESCRIPTION OF SERIES 2022 ASSESSMENT AREA

SECTION 2

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Roy Van Wyk, Esq.
KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT RIGHTS RELATING TO THE
SERIES 2022 PROJECT**

(SERIES 2022 PROJECT - PHASE 4)

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE SERIES 2022 PROJECT (“Assignment”) is made this ____ day of _____, 2022, by and between:

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

CH DEV, LLC, a Florida limited liability company, an owner and developer of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“Landowner” and, together with the District, the “Parties”).

RECITALS

WHEREAS, Landowner is the owner and the developer of certain lands described as Phase 4 in the Engineer’s Report, defined herein, and more particularly described in **Exhibit A** attached hereto (“Landowner Lands”); and

WHEREAS, the District proposes to issue its \$_____ North Powerline Road Community Development District Special Assessment Bonds, Series 2022 (“Series 2022 Bonds”), to finance certain improvements which will benefit the District; and

WHEREAS, among the security for the repayment of the Series 2022 Bonds are the debt special assessments levied against the “Series 2022 Assessment Area” as more particularly described in **Exhibit B**, which includes the Landowner Lands (“Series 2022 Special Assessments”); and

WHEREAS, the Parties intend that the portion of the Series 2022 Assessment Area identified as “Phase 4” will be platted and fully developed into a total of 300 Townhome lots and 8 Single Family residential units (“Lots”), and the Lots will be ultimately owned by homebuilders or end users, unrelated to the Landowner or its affiliated entities (“Development Completion”), as contemplated by the *Amended and Restated Master Assessment Methodology*, dated January 19, 2022, as supplemented by that *Supplemental Assessment Methodology – Assessment Area Two*, dated April 5, 2022 (together, the “Assessment Report”); and

WHEREAS, Phase 4, which is being partially financed with the proceeds of the Series 2022 Bonds as more particularly described in the *Engineer’s Report for Capital Improvements Third Amended and Restated*, dated February 2022, as supplemented (the “Engineer’s Report”), is a portion of the “Series 2022 Project”; and

WHEREAS, in the event of default in the payment of the Series 2022 Special Assessments securing the Series 2022 Bonds, or in the payment of a True-Up Obligation (as defined in the *Agreement between the North Powerline Road Community Development District and CH Dev, LLC Regarding True-Up as to Series 2022 Special Assessments*, dated _____, 2022), or in the event of any other Event of Default (as defined herein), the District requires, in addition to the remedies afforded the District under the *Master Trust Indenture* dated as of December 1, 2020 (the “Master Indenture”), as supplemented by that *Second Supplemental Trust Indenture* dated as of _____, 2022 (the “Second Supplemental Indenture” and, together with the Master Indenture, the “Indenture”), pursuant to which the Series 2022 Bonds are being issued, and the other Agreements being entered into by Landowner concurrent herewith with respect to the Series 2022 Bonds and the Series 2022 Special Assessments (the Indentures and Agreements being referred to collectively as the “Bond Documents,” and such remedies being referred to collectively as the “Remedial Rights”), certain remedies with respect to the Development Rights (defined below) in order to complete or enable a third party to complete development of the Series 2022 Project.

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

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

2. COLLATERAL ASSIGNMENT.

(a) Subject to the terms and conditions of this Assignment, Landowner hereby collaterally assigns to the District, to the extent assignable, all of Landowner’s development rights, permits, entitlements and work product relating to development of Series 2022 Project, and Landowner’s rights as declarant of any property owner or homeowner association with respect to the Series 2022 Project (collectively, the “Development Rights”), as security for Landowner’s payment and performance of all of its obligations arising under the Bond Documents, including, without limitation, payment of the Series 2022 Special Assessments levied against Series 2020 Assessment Area that

is owned by Landowner, its successors and assigns, and any True-Up Obligation. The Development Rights shall include, without limitation, the items listed in subsections (i) through (viii) below as they pertain to development of the Series 2022 Project, but shall specifically exclude any portion of the Development Rights which relate solely to (x) Lots which have been or are conveyed to homebuilders unaffiliated with the Landowner or homebuyers effective as of such conveyance, or (y) any portion of Series 2022 Project which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to the City of Davenport, Florida (the “City”), Polk County, Florida (the “County”), the District, any utility provider, governmental or quasi-governmental entity, any homeowner’s or property owner’s association or other governing entity or association as may be required by applicable permits, approvals, plats or entitlements or regulations affecting the District, if any, in each case effective as of such transfer, conveyance and/or dedication, as applicable:

(i) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development assignments;

(ii) Engineering and construction plans and specifications for grading, roadways, site drainage, storm water drainage, signage, water distribution, wastewater collection, recreational facilities and other improvements;

(iii) Preliminary and final site plans and plats;

(iv) Architectural plans and specifications for recreational buildings and other improvements to the developable property within the District;

(v) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Series 2022 Project or the construction of improvements within Series 2022 Project, or off-site to the extent such off-site improvements are necessary or required to complete the Series 2020 Project;

(vi) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Series 2022 Project or the construction of improvements within Series 2022 Project;

(vii) All prepaid impact fees and impact fee credits; and

(viii) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

(b) This Assignment is not intended to and shall not impair or interfere with the development of the Series 2022 Project, including, without limitation, Landowner’s contracts with homebuilders, if any, and end users (collectively, “Sales Contracts”), and shall only be inchoate and shall become an effective and absolute assignment and

assumption of the Development Rights, from time to time, only upon the District's exercise of its rights hereunder upon a failure of Landowner to pay the Series 2020 Special Assessments levied against the portion of the Series 2022 Assessment Area owned by Landowner, from time to time, failure of Landowner to satisfy a True-Up Obligation, or any other Event of Default hereunder. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(c) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment in full of the principal and interest associated with the Series 2022 Bonds; (ii) Development Completion; (iii) transfer of any Development Rights to the City, the County, the State, the District, any utility provider, any other governmental or quasi-governmental entity, or any homeowners' or property owner's association but only to the extent of such transfer; or (iv) transfer of any portion of Series 2022 Assessment Area to an unaffiliated homebuilder or end user but only as to such portion transferred, from time to time.

3. WARRANTIES BY LANDOWNER. Landowner represents and warrants to the District that:

(a) Landowner is not prohibited under any agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

(b) No action has been brought or threatened which would in any way interfere with the right of Landowner to execute this Assignment and perform all of Landowner's obligations herein contained.

(c) Any transfer, conveyance or sale of the Series 2022 Assessment Area shall subject any and all affiliates or successors-in-interest of Landowner as to the Series 2020 Assessment Area or any portion thereof, to this Assignment to the extent of the portion of the Series 2022 Assessment Area so conveyed, except to the extent described in Section 2 above.

4. COVENANTS. Landowner covenants with the District that for so long as this Assignment shall remain in effect pursuant to the terms hereof:

(a) Landowner will use reasonable, good faith efforts to (i) fulfill, perform, and observe each and every material condition and covenant of Landowner relating to the Development Rights, and (ii) give notice to District of any default with respect to any of the Development Rights.

(b) The Development Rights include all of Landowner's rights to modify the Development Rights, to terminate the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights;

provided, however, that this Assignment does not and shall not (i) pertain to lands outside of the District not relating or necessary to development of the Series 2022 Project, or (ii) limit Landowner's right, from time to time, to modify, waive or release the Development Rights, subject to Section 4(c) below and Landowner's obligations under the Bond Documents.

(c) Landowner agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then-outstanding Series 2020 Special Assessments or would materially impair or impede the ability to achieve Development Completion.

5. EVENTS OF DEFAULT. Any breach of Landowner's warranties contained in Section 3 hereof, any breach of covenants contained in Section 4 hereof which is not cured within sixty (60) days after receipt of written notice thereof, or any breach of Landowner under any other Bond Documents, which default is not cured within any applicable cure period, will constitute an "Event of Default", under this Assignment.

6. REMEDIES UPON DEFAULT. Upon an Event of Default, or the transfer of title to any portion of the Series 2022 Assessment Area owned by Landowner to the District or its designee pursuant to a judgment of foreclosure entered by a court of competent jurisdiction or a deed in lieu of foreclosure to the District or its designee or the acquisition of title to such property through the sale of tax certificates, the District may, under this Assignment, take any or all of the following actions, at the District's option:

(a) Perform or cause to be performed any and all obligations of Landowner relating to the Development Rights and exercise or cause to be exercised any and all rights of Landowner therein as fully as Landowner could;

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights; and,

(c) Further assign any and all of the Development Rights to a third party acquiring title to the Series 2022 Assessment Area or any portion thereof from the District or at a District foreclosure sale.

7. AUTHORIZATION IN EVENT OF DEFAULT. In the Event of Default, Landowner does hereby authorize and shall direct any party to any agreements relating to the Development Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Landowner. Notwithstanding the foregoing or anything to the contrary set forth in this Assignment, no exercise by the District or the District's rights under this Assignment shall operate to release Landowner from its obligations under this Assignment.

8. ATTORNEYS' FEES AND COSTS. In the event that any Party is required to enforce this Assignment by court proceedings or otherwise, then the Parties agree that the substantially

prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

9. AUTHORIZATION. The execution of this Assignment 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.

10. NOTICES. All notices, requests, consents and other communications under this Assignment ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, at the addresses first set forth above. Except as otherwise provided in this Assignment, 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 Assignment 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 District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner, respectively. 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.

11. ARM'S LENGTH TRANSACTION. This Assignment has been negotiated fully between the Parties as an arm's length transaction. Both Parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

12. THIRD PARTY BENEFICIARIES. The Parties hereto agree that the Trustee under the Indenture ("Trustee"), on behalf of the bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Assignment and entitled to enforce Landowner's obligations hereunder at the direction of the bondholders owning more than 50% of the aggregate principal amount of the applicable Series 2020 Bonds then outstanding. The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties.

13. AMENDMENT. This Assignment may be amended by an instrument in writing executed by all of the Parties hereto, but only with the written consent of the Trustee acting at the direction of bondholders owning more than 50% of the aggregate principal amount of the Series 2020 Bonds then outstanding with respect to material amendments.

14. MISCELLANEOUS. Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the singular, and the use of any gender shall include all genders. The terms "person" and "party" shall include individuals, firms, associations, joint

ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

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

16. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

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

18. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other law, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

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

20. COUNTERPARTS. This instrument 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.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Landowner and the District have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

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 by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by Albert B. Cassidy, as Manager of CH Dev, LLC, on behalf of the company.

[notary seal]

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

WITNESSES:

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

[Print Name]

Warren K Heath II
Chairperson, Board of Supervisors

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by Warren K. Heath II, as Chairperson of the Board of Supervisors of the North Powerline Road Community Development District.

[notary seal]

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

Exhibit A: *Engineer's Report for Capital Improvements Third Amended and Restated*, dated February 2022
Exhibit B: Legal Description of the Series 2022 Assessment Area

EXHIBIT A

LEGAL DESCRIPTION OF LANDOWNER LANDS

EXHIBIT B

LEGAL DESCRIPTION OF SERIES 2022 ASSESSMENT AREA

SECTION 3

**AGREEMENT BY AND BETWEEN THE NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT AND CH DEV, LLC, REGARDING THE
COMPLETION OF CERTAIN IMPROVEMENTS**

(SERIES 2022 PROJECT – PHASE 4)

THIS AGREEMENT (“Agreement”) is made and entered into this ____th day of _____, 2022, by and between:

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

CH DEV, LLC, a Florida limited liability company, a landowner of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“Landowner”, and together with the District, the “Parties”).

RECITALS

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

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including stormwater management facilities, water and sewer utilities, roadways, irrigation, off-site improvements, landscape and hardscape, street lighting, parks and recreation, and other infrastructure within or without the boundaries of the District (the “Improvements”); and

WHEREAS, Landowner is the owner and the developer of certain lands described as Phase 4 in the Engineer’s Report, defined herein, and more particularly described in **Exhibit A** attached hereto (“Landowner Lands”). Landowner Lands are a portion of the benefited lands in the Series 2022 Assessment Area (described in **Exhibit B** attached hereto, which will be subject to the proposed issuance of the Series 2022 Bonds, defined herein; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of the Improvements within and adjacent to the District, and the anticipated cost thereof, as described in that certain *Engineer’s Report for Capital Improvements Third Amended and Restated*, dated February 2022, as supplemented (the “Engineer’s Report”), attached hereto as **Exhibit A** and the estimated costs of the Improvements for Phase 3 and Phase 4 (the “Series 2022 Project”), and incorporated herein by reference; and

WHEREAS, the District has imposed debt special assessments on the Series 2022 Assessment Area within the District (the “Series 2022 Special Assessments”), to secure financing for the construction of the Series 2022 Project described in **Exhibit B**, and has validated \$_____ in special assessment bonds to fund the planning, design, permitting, construction and/or acquisition of Improvements including the Series 2022 Project; and

WHEREAS, the District intends to finance all or a portion of the Series 2022 Project through the anticipated issuance of its North Powerline Road Community Development District Special Assessment Bonds, Series 2022, in the principal amount of \$_____ (the “Series 2022 Bonds”); and

WHEREAS, Landowner has requested that the District limit the amount of Series 2022 Special Assessments imposed upon the Series 2022 Assessment Area by allowing the Landowner to directly fund a portion of the Series 2022 Project; and

WHEREAS, Landowner has agreed to complete or cause funds to be provided to the District to complete the portion of the Series 2022 Project, as set forth in the Engineer’s Report, not funded by proceeds of the Series 2022 Bonds; and

WHEREAS, in consideration of the District limiting the amount of Series 2022 Special Assessments on the Series 2022 Assessment Area, Landowner has requested that the District enter into this Agreement and to provide the terms and conditions under which the Series 2022 Project shall be completed; and

WHEREAS, in order to ensure that the Series 2022 Project is completed and funding is available in a timely manner to provide for its completion, Landowner and the District hereby agree that the District will be obligated to issue no more than \$_____ in Series 2022 Bonds to fund the Series 2022 Project and Landowner will complete or will make provision for additional funds that may be needed in the future for the completion of the Series 2022 Project, over and above the amount of the Series 2022 Bonds including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

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

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

2. COMPLETION OF IMPROVEMENTS. Landowner and the District agree and acknowledge that the proceeds of the District’s proposed Series 2022 Bonds will provide only a portion of the funds necessary to complete the Series 2022 Project. Therefore, Landowner, as owner of the Phase 4 lands, hereby agrees to complete the Series 2022 Project or cause such funds to be provided to the District in an amount sufficient to allow the District to complete those portions of the Series 2022 Project that benefit the Phase 4 lands that may remain unfunded (the

“Costs”) including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively, the “Remaining Improvements”), whether pursuant to existing contracts, including change orders thereto, or future contracts, which Costs shall not exceed the actual costs to complete the portion of Series 2022 Project benefitting the Landowner Lands and as set forth in the Engineer’s Report.

(a) Subject to Existing Contract. When all or any portion of the Remaining Improvements are subject to an existing District contract, the Landowner shall provide funds directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

(b) Not Subject to Existing Contract. When any portion of the Remaining Improvements is not the subject of an existing District contract, the Landowner may choose to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the District that the option selected by the Landowner will not materially and adversely impact the District.

Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The Parties hereby acknowledge and agree that the District’s execution of this Agreement constitutes the manner and means by which any and all portions of the Remaining Improvements are to be funded and completed. Notwithstanding the foregoing, in the event the Landowner, either jointly or individually, fails to timely provide funds or to complete the Remaining Improvements, the District may exercise its authority to issue additional bonds, notes or similar obligations, and certify for collection additional special assessments in an amount sufficient to complete the Remaining Improvements.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS.

(a) The District and Landowner agree and acknowledge that the exact location, size, configuration, and composition of the Series 2022 Project may change from that described in the Engineer’s Report depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Series 2022 Project shall be made by a written amendment to the Engineer’s Report, which shall include an estimate of the cost of the changes. Material changes to the Series 2022 Project shall require the prior written consent of the Trustee acting on behalf and at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Series 2022 Bonds then outstanding.

(b) The District and Landowner acknowledge and agree that the provision of funds under this Agreement or the completion of the Remaining Improvements will be considered a contribution in lieu of the imposition of debt special assessments upon the Series 2020 Assessment Area benefitted by the Series 2022 Project.

(c) (i) The Landowner agrees that all developable lands within Series 2022

Assessment Area, including Landowner's property, benefit from the timely design, construction, or acquisition of the Series 2022 Project.

(ii) Landowner agrees that the Series 2022 Special Assessments which were imposed on Series 2022 Assessment Area within the District, have been validly imposed and constitute valid, legal, and binding liens upon Series 2022 Assessment Area, which Series 2022 Special Assessments remain unsatisfied.

(d) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Landowner of its obligations hereunder are expressly subject to, dependent and conditioned upon (a) the issuance of \$_____ par amount of Series 2022 Bonds and use of the proceeds thereof to fund a portion of the Series 2022 Project, and (b) the scope, configuration, size and/or composition of the Series 2022 Project not materially changing without the consent of Landowner. Such consent is not necessary, and Landowner must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Series 2022 Project is materially changed in response to a requirement imposed by a regulatory agency.

4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by any Party under this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance, but excluding special, consequential or punitive damages. Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement shall limit or impair the District's right to protect its rights under this Agreement from interference by a third party.

5. ENFORCEMENT OF AGREEMENT. If any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties hereto, but only with the written consent of the Trustee acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the Series 2022 Bonds then outstanding, with respect to material amendments.

7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Landowner, both the District and Landowner have complied with all the requirements of law, and both the District and Landowner have full power and authority to comply with the terms and provisions of this Agreement.

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: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: Roy Van Wyk

(b) If to Landowner: CH Dev, LLC
346 East Central Avenue
Winter Haven, Florida 33880
Attn: Albert B. Cassidy

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

9. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and Landowner as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either Party.

10. THIRD PARTY BENEFICIARIES. Except as otherwise provided in this Section 10 with respect to Trustee, this Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal

party to this Agreement. Except as otherwise provided in this Section 10 with respect to Trustee, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the Parties hereto 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 District and Landowner and the respective representatives, successors, and assigns of each. Notwithstanding anything herein to the contrary, the Trustee for the Series 2022 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the obligations of Landowner hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

11. ASSIGNMENT. No Party hereto may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Parties and the Trustee acting on behalf and at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Series 2022 Bonds then outstanding.

12. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party 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.

13. EFFECTIVE DATE. This Agreement shall be effective upon execution by all Parties hereto.

14. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

15. 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.

16. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

17. 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.

18. 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.

IN WITNESS WHEREOF, the Parties execute this Agreement on the day and year first written above.

ATTEST:

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Warren K. (Rennie) Heath II
Chairperson, Board of Supervisors

WITNESS:

CH DEV, LLC,
a Florida limited liability company

Print Name: _____

Albert B. Cassidy, Manager

Exhibit A: Engineer's Report for Capital Improvements Third Amended and Restated,
dated February 2022, as supplemented
Exhibit B: Legal Description of Series 2022 Assessment Area

EXHIBIT A

Legal Description of Landowner Lands

EXHIBIT B

Legal Description of Series 2020 Assessment Area

SECTION 4

**AGREEMENT BY AND BETWEEN THE NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT AND CH DEV,
LLC, REGARDING THE ACQUISITION OF WORK PRODUCT,
IMPROVEMENTS, AND REAL PROPERTY**

(SERIES 2022 PROJECT - PHASE 4)

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of ____, 2022, by and between:

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

CH DEV, LLC, a Florida limited liability company, the developer and owner certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“Landowner” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure, as authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities, and services (the “Improvements”) within and adjacent to the District, and the anticipated cost thereof, as described in that certain *Engineer’s Report for Capital Improvements Third Amended and Restated*, dated February 2022, as supplemented (the “Engineer’s Report”), attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, Landowner is the owner and the primary developer of certain lands described as Phase 4 in the Engineer’s Report and more particularly described in **Exhibit B** attached hereto (“Landowner Lands”). Landowner Lands are a portion of the benefited lands in the Series 2022 Assessment Area (described in **Exhibit B** attached hereto) upon which the Improvements will be constructed; and

WHEREAS, the District intends to finance all or a portion of the Improvements through the anticipated issuance of its North Powerline Road Community Development District Special Assessment Bonds, Series 2022 (the “Series 2022 Bonds”); and

WHEREAS, because the Series 2022 Bonds have not yet been issued, the District has not had sufficient monies on hand to allow the District to fund the cost of preparation of the necessary

surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the Improvements (the “Work Product”); and

WHEREAS, the District acknowledges the Landowner’s need to have the Improvements constructed in an expeditious and timely manner in order to develop the lands within the Series 2022 Assessment Area, including Landowner Lands (collectively, the “Series 2022 Project”); and

WHEREAS, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Improvements described in **Exhibit A** until such time as the District has closed on the sale of the Series 2022 Bonds; and

WHEREAS, to avoid a delay in the commencement of the construction of the Improvements, the Landowner has advanced, funded, commenced, and completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

WHEREAS, the District desires to commence the acquisition of certain Work Product and the Improvements, and accept assignment of certain agreements regarding the same; and

WHEREAS, in conjunction with the acquisition of the Work Product and/or Improvements, the Landowner desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District (the “Real Property”); and

WHEREAS, the Landowner and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

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

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

SECTION 2. WORK PRODUCT. The District agrees to pay the lesser of actual cost incurred by the Landowner or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (the “Acquisition Date”). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this

Agreement. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors (the "Board") the total actual amount of cost, which, in the District Engineer's sole opinion, is reasonable for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the trustee for the Series 2022 Bonds ("Trustee"). In the event that the Landowner disputes the District Engineer's opinion as to cost, the District and the Landowner agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the Improvements.

A. The Landowner agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be acceptable by the District Engineer and approved by the District's Board pursuant to and as set forth in this Agreement.

B. The Landowner agrees to release to the District all right, title, and interest which the Landowner may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that the Landowner shall retain the right, title and interest to use the Work Product, and the District shall grant the Landowner a license to use the Work Product to the extent reasonably required by the Landowner in connection with the ownership, construction, development, and management of the Series 2022 Project or other lands owned by Landowner to which such Work Product pertains. To the extent determined necessary by the District, the Landowner shall use commercially reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

C. Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an "AS-IS" basis, and without any representation or warranty from the Landowner to the District in respect thereto.

D. The Landowner agrees to make reasonable good faith efforts, but without imposing any requirement on Landowner to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction

of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

E. The District agrees to allow the Landowner access to and use of the Work Product without the payment of any fee by the Landowner. However, to the extent the Landowner's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Landowner agrees to pay such cost or expense.

SECTION 3. IMPROVEMENTS. The Landowner has expended certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Landowner for those portions of the Improvements which have been commenced or completed prior to the issuance of the Series 2022 Bonds. When a portion of the Improvements is ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Landowner agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty bills of sale or such other instruments as may be reasonably requested by the District; and (iii) any other releases, indemnifications, or documentation as may be reasonably requested by the District. Any real property interests necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5 herein. The District Engineer in consultation with District Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide Landowner with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on the Landowner's estimate of cost, sufficient unencumbered funds to acquire the improvement.

A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then the Landowner agrees to cooperate and provide such certifications, warranties, representations or other items as may be required by that governmental entity, if any.

B. The District Engineer shall certify as to the actual cost of any improvement built or constructed by or at the direction of the Landowner, and the District shall pay no more than the actual cost incurred, or the fair market value of the improvement, whichever is less, as determined by the District Engineer.

C. The Landowner agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

D. Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the Engineer's Report; (ii) the price for such Work Product and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by the Landowner and (b) the reasonable fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

SECTION 4. ASSIGNMENT OF CONTRACTS. The District may accept the assignment of certain contracts. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by section 255.05, *Florida Statutes*, or the Landowner providing adequate alternative security in compliance with section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as the Series 2020 Bonds are actually issued, the Landowner agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District.

SECTION 5. CONVEYANCE OF REAL PROPERTY.

A. Conveyance. In the event that real property interests are to be conveyed by the Landowner and acquired by the District in connection with the acquisition of the Improvements, and as mutually agreed upon by the District and the Landowner, then in such event, the Landowner agrees that it will convey to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for the Real Property exceed the lesser of the actual cost to the Landowner or the value of an appraisal obtained by the District for this purpose. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by Landowner of its right and privilege to use the area conveyed to construct

any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof. The Landowner shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Landowner shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Landowner conveys said lands to the District. At the time of conveyance, the District may require, at Landowner's expense, an owner's title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

B. *Boundary or Other Adjustments.* Landowner and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Landowner's ownership; provided, however, that such future boundary adjustments shall not affect the ability of the Landowner to have the lots developed. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

SECTION 6. TAXES, ASSESSMENTS, AND COSTS.

A. *Taxes and Assessments on Property Being Acquired.* The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to place in escrow with the Polk County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

B. *Notice.* The Parties agree to provide notice to the other within ten (10)

calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in Subsection A above. The Landowner covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

C. *Tax liability not created.* Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS. The District and Landowner hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Series 2022 Bonds ("Prior Acquisitions"). The District agrees to pursue the issuance of the Series 2022 Bonds in good faith and, within thirty (30) days from the issuance of such Series 2022 Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Series 2022 Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Landowner for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. The Landowner acknowledges that the District intends to convey some or all of the Improvements to the State of Florida, the City of Davenport, Florida and Polk County, Florida, and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

SECTION 8. 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 and/or specific performance, but excluding special, consequential or punitive damages.

SECTION 9. INDEMNIFICATION. For all actions or activities which occur prior to the date of the acquisition of the relevant Real Property, Improvement or Work Product hereunder, the Landowner agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation

or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Landowner, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Landowner shall not indemnify the District for a default by the District under this Agreement or the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors, or such persons' or entities' negligence.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and the Landowner relating to the subject matter of this Agreement.

SECTION 12. AMENDMENTS. This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all Parties, and with regards to material amendments, with the prior written consent of the Trustee for the Series 2020 Bonds acting at the direction of the bondholders owning majority of the aggregate principal amount of the Series 2020 Bonds then outstanding.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner. The District and the Landowner have complied with all the requirements of law. The District and the Landowner have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 14. 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: District Manager
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With a copy to:	KE Law Group, PLLC 2016 Delta Boulevard, Suite 101 Tallahassee, Florida 32303 Attn: Roy Van Wyk
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B. If to Landowner: CH Dev, LLC
346 East Central Avenue
Winter Haven, Florida 33880
Attn: Albert B. Cassidy

With a copy to: Straughn & Turner, P.A.
255 Magnolia Avenue SW
Winter Haven, Florida 33880
Attn: 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 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 the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. 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 in this Agreement.

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, 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 entity other than the District and the Landowner 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 District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any bondholders of Series 2020 Bonds issued by the District for the purpose of acquiring any Work Product, Improvements and/or Real Property. Also notwithstanding anything herein to the contrary, the Trustee for the Series 2020 Bonds, on behalf of the owners of the Series 2020 Bonds, shall be a direct third-party beneficiary acting at the direction of the bondholders owning more than 50% of an aggregate principal amount

of the applicable Series 2022 Bonds then outstanding, be entitled to cause the District to enforce the Landowner's obligations hereunder.

SECTION 17. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the Trustee acting on behalf of the Bondholders owning a majority of the aggregate principal amount of the Series 2022 Bonds then outstanding. Such consent shall not be required in the event of a sale of the majority of the lands in Series 2022 Project then-owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement. Upon the merger, amendment, or name change of the District, the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

SECTION 18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party 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.

SECTION 19. EFFECTIVE DATE. This Agreement shall be effective upon its execution by the District and the Landowner.

SECTION 20. TERMINATION. This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Series 2022 Bonds within five (5) years from the date of this Agreement.

SECTION 21. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

SECTION 22. 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.

SECTION 23. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 24. 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 25. 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.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

ATTEST:

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Warren K. Heath II
Chairperson, Board of Supervisors

WITNESS:

CH DEV, LLC,
a Florida limited liability company

Print Name: _____

Albert B. Cassidy, Manager

Exhibit A: *Engineer's Report for Capital Improvement Third Amended and Restated,*
dated February 2022, as supplemented
Exhibit B Legal Description of Landowner Lands

Composite Exhibit A

Engineer's Report

EXHIBIT B

Legal Description of Landowner Lands

SECTION 5

This instrument was prepared by and
upon recording should be returned to:

Roy Van Wyk, Esq.
KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314

**DECLARATION OF CONSENT TO JURISDICTION OF
NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SPECIAL ASSESSMENTS**

(SERIES 2022 SPECIAL ASSESSMENTS)

CH DEV HAMMOCK, LLC, a Florida limited liability company (the “Landowner”), is the owner of those lands as more particularly described in **Exhibit A** attached hereto (the “Property” also known as “Phase 4 Lands”), located within the boundaries of the North Powerline Road Community Development District (the “District”). The Landowner, intending that it and its successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after June 5, 2018, a legally created duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “Act”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners of Polk County, Florida (“County”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 18-036, enacted by the County on June 3, 2021, as amended by Ordinance Nos. 20-028, 20-046, and 22-001, enacted by the County and effective on June 16, 2020, December 2, 2020 and January 4, 2022, were duly and properly adopted by the County in compliance with all applicable requirements of law and consented to by the City Commission of the City of Davenport, Florida (the “City”), by Resolution Nos. 387-18, 456-20, and 474-21, adopted on March 1, 2018, November 16, 2020, and December 6, 2021, respectively; (c) the members of the Board of Supervisors of the District (the “Board”) were and are duly and properly designated and/or elected pursuant to the Act to serve in their official capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from June 5, 2018, to and including the date of this Declaration.

2. The Landowner, for itself and its heirs, successors and assigns, hereby confirms and agrees, that the debt special assessments (the “Series 2022 Special Assessments”) imposed by, but not limited to, Resolution Nos. 2018-23, 2018-24, 2018-32, 2020-04, 2020-05, and 2020-08 (collectively, the “Assessment Resolutions”) have been duly adopted by the Board, and all proceedings undertaken by the District with respect thereto have been in accordance with

applicable Florida law, that the District has taken all action necessary to levy and impose the Series 2022 Special Assessments, and the Series 2022 Special Assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, city, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, for itself and its heirs, successors and assigns, hereby waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the Series 2022 Special Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the Series 2022 Special Assessments in full at any time or in part at any time, but with interest, under the circumstances set forth in the Assessment Resolutions of the District levying the Series 2022 Special Assessments.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Series 2022 Special Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the North Powerline Road Community Development District Special Assessment Bonds, Series 2022, in the principal amount of \$_____ (the "Series 2022 Bonds"), or securing payment thereof and all other documents and certifications relating to the issuance of the Series 2022 Bonds (the "Financing Documents"), are valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Series 2022 Special Assessments or claims of invalidity, deficiency or unenforceability of the Series 2022 Special Assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until One (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; (iv) to the extent Landowner fails to timely pay any Series 2022 Special Assessments collected by mailed notice of the District, such unpaid Series 2022 Special Assessments and future Series 2022 Special Assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year; and (v) any and all rights to challenge the validity of: any argument, claim or defense resulting from any defect or omission of any and all District notices, meetings, workshops, public hearings and other proceedings in relation to the Series 2022 Special Assessments or the Series 2022 Bonds that were conducted on or prior to the date hereof whether pursuant to Florida law or any waiver of Florida law granted in said Executive Order, including any extensions thereof.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Series 2022 Special Assessments is available from the District Manager (Governmental Management Services – Central Florida, LLC), 219 E. Livingston Street, Orlando, Florida 32801.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

[Signature page to follow]

IN WITNESS WHEREOF, Landowner and the District have caused this Declaration to be executed and delivered on the day and year first written above.

WITNESS:

CH DEV HAMMOCK, LLC, a Florida
limited liability company

[Print Name]

Albert B. Cassidy, its Manager

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by Albert B. Cassidy, as Manager of CH Dev Hammock, LLC, on behalf of the company.

[notary seal]

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

EXHIBIT A – LEGAL DESCRIPTION OF LANDOWNER’S LANDS

SECTION VIII

RESOLUTION 2022-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2022; CONFIRMING THE DISTRICT'S PROVISION OF IMPROVEMENTS; CONFIRMING THE AMENDED AND RESTATED ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING THE SERIES 2022 BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2022 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the North Powerline Road Community Development District (“**District**”) has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) has previously adopted, after notices and public hearings, Resolution Nos. 2018-32 and 2020-08, relating to the imposition, levy, collection and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution Nos. 2018-32 and 2020-08, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

WHEREAS, on _____, 2022, the District entered into a Bond Purchase Contract, whereby it agreed to sell \$_____ of its Special Assessment Bonds, Series 2022 (the “**Series 2022 Bonds**”); and

WHEREAS, pursuant to and consistent with Resolution Nos. 2018-32 and 2020-08, the District desires to set forth the particular terms of the sale of the Series 2022 Bonds and to confirm the liens of the levy of special assessments securing the Series 2022 Bonds.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and Resolution Nos. 2018-32 and 2020-08.

SECTION 2. FINDINGS. The Board of Supervisors of the North Powerline Road Community Development District hereby finds and determines as follows:

(a) On September 19, 2018 and March 11, 2020, the District, after due notices and public hearings, adopted Resolution Nos. 2018-32 and 2020-08 which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District. Each Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution will be adopted to set forth the specific terms of each series of the bonds and certifying the amount of the liens of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, any True-Up amounts and the application of receipt of any True-Up proceeds.

(b) The *Engineer's Report for Capital Improvements Third Amended and Restated*, dated February 2022 (the "**Engineer's Report**"), attached to this Resolution as **Exhibit A**, identifies and describes the presently expected components of the infrastructure improvements for Phase 3 and Phase 4 ("**Series 2022 Project**"), to be financed all or in part with the Series 2022 Bonds (the "**Improvements**"), and indicates the estimated costs of the Series 2022 Project as \$_____. The District hereby confirms that the Series 2022 Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2022 Bonds.

(c) The *Amended and Restated Master Assessment Methodology*, dated January 19, 2022, as supplemented by that *Supplemental Assessment Methodology – Assessment Area Two*, dated April 5, 2022 (together, the "**Assessment Report**"), attached to this Resolution as **Composite Exhibit B**, applies the Assessment Report to the Improvements and the actual terms of the Series 2022 Bonds. The Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Series 2022 Bonds.

(d) The Series 2022 Project will specially benefit certain property within the District known as Phase 3 and Phase 4 ("**Series 2022 Assessment Area**"), the legal description of the assessable property therein is attached hereto as **Exhibit C**. It is reasonable, proper, just and right to assess the portion of the costs of the Series 2022 Project financed with the Series 2022 Bonds, the specially benefited properties within the District as set forth in Resolution Nos. 2018-32 and 2020-08, and this Resolution.

SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2022 BONDS; CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR SERIES 2022 BONDS. As provided in Resolution Nos. 2018-32 and 2020-08, this Resolution is intended to set forth the terms of the Series 2022 Bonds and the final amount of the liens of the special assessments securing those bonds.

(a) The Series 2022 Bonds, in a par amount of \$_____, shall bear such rates of interest and maturity as shown on **Exhibit D**, attached hereto. The final payment on the Series 2022 Bonds shall be due on May 1, 2052. The estimated sources and uses of funds of the Series

2022 Bonds shall be as set forth in **Exhibit E**. The debt service due on the Series 2022 Bonds is set forth on **Exhibit F** attached hereto.

(b) The lien of the special assessments securing the Series 2022 Bonds on Series 2022 Assessment Area (the “**Series 2022 Special Assessments**”), shall be the principal amount due on the Series 2022 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection. The Series 2022 Bonds are secured solely by the Series 2022 Assessment Area Pledged Revenues (as defined in the Indenture (hereinafter defined)), which is comprised in part by the lien against Series 2022 Assessment Area.

SECTION 4. ALLOCATION OF ASSESSMENTS SECURING THE SERIES 2022 BONDS; ADDRESSING COLLECTION OF THE SAME.

(a) The special assessments for the Series 2022 Bonds shall be allocated in accordance with Composite Exhibit B, which allocation shall initially be on an acreage basis and further allocated as lands are platted. The Supplemental Methodology is consistent with the District’s Master Methodology. The Supplemental Methodology, considered herein, reflects the actual terms of the issuance of the District’s Series 2022 Bonds. The estimated costs of collection of the special assessments for the Series 2022 Bonds are as set forth in the Supplemental Methodology.

(b) The lien of the special assessments securing the Series 2022 Bonds includes all property within Series 2022 Assessment Area, and as such land is ultimately defined and set forth in any plats, certificates of occupancy or other designations of developable acreage.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the Assessment Report, the District shall, for Fiscal Year 2022/2023, begin annual collection of special assessments for the Series 2022 Bonds debt service payments due starting November 1, 2022, using the methods available to it by law. Debt service payments, including semi-annual installments of interest, are reflected on **Exhibit F** for Series 2022 Assessment Area. The Series 2022 Bonds include an amount for capitalized interest through November 1, 2022.

(d) The Series 2022 Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. Series 2022 Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Improvements and the adoption by the Board of a resolution accepting the Improvements; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. All impact fee credits received shall be applied against the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits which application may be addressed by such resolutions. At any time subsequent to thirty (30) days after the Improvements have been completed and a resolution accepting the Improvements has been adopted by the Board, the Series 2022 Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second

succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the debt assessment in question). The owner of property subject to Series 2022 Special Assessments may prepay the entire remaining balance of the Series 2022 Special Assessments at any time, or a portion of the remaining balance of the Series 2022 Special Assessments one time if there is also paid, in addition to the prepaid principal balance of the Series 2022 Special Assessments, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the debt assessment in question). Prepayment of Series 2022 Special Assessments does not entitle the property owner to any discounts for early payment.

(e) The District hereby certifies the Series 2022 Special Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by Polk County and Florida law for collection. The District intends, to the extent possible and subject to entering into the appropriate agreements with the Polk County Tax Collector and Polk County Property Appraiser (or other appropriate Polk County, Florida officials) to collect the Series 2022 Special Assessments on platted lands contained within a plat or certificate of occupancy using the Uniform Method in Chapter 197, *Florida Statutes*. The District intends, to the extent possible, to directly bill, collect and enforce the Series 2022 Special Assessments on lands not included within an approved plat or certificate of occupancy unless in any year, the District determines it to be in its best interest to collect such assessments using the Uniform Method in Chapter 197, *Florida Statutes*. The District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the Series 2022 Special Assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law in order to provide for the timely payment of debt service.

SECTION 5. APPROVAL OF TRUE-UP PROCESS AND APPLICATION OF TRUE-UP PAYMENTS.

(a) Pursuant to Resolution Nos. 2018-32 and 2020-08, there may be required from time to time certain True-Up payments. As parcels of land are included in a plat or certificate of occupancy, the special assessments securing the Series 2022 Bonds shall be allocated as set forth in Resolution Nos. 2018-32 and 2020-08, this Resolution and the Assessment Report, including, without limitation, the application of the True-Up process set forth in the Assessment Report.

(b) Based on the final par amount of \$_____ in Series 2022 Bonds, the True-Up calculations will be made in accordance with the process set forth in the Assessment Report. The District shall apply all True-Up payments related to the Series 2022 Bonds only to the credit of the Series 2022 Bonds. All True-Up payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the Supplemental Indenture.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement Resolution Nos. 2018-32 and 2020-08, both of which remain in full force and effect. This Resolution and Resolution Nos. 2018-32 and 2020-08 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 8. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Series 2022 Special Assessments securing the Series 2022 Bonds, in the Official Records of Polk County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 9. SEVERABILITY. If any section or part of a section of this Resolution be 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.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

[Remainder of page intentionally left blank]

APPROVED AND ADOPTED this 20th day of April, 2022.

ATTEST:

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: *Engineer's Report for Capital Improvements Third Amended and Restated*, dated February 2022
Comp. Exhibit B: *Amended and Restated Master Assessment Methodology*, dated January 19, 2022, as supplemented by that *Supplemental Assessment Methodology – Assessment Area Two*, dated April 5, 2022
Exhibit C: Legal Description of Series 2022 Assessment Area
Exhibit D: Maturities and Coupons of Series 2022 Bonds
Exhibit E: Sources and Uses of Funds for Series 2022 Bonds
Exhibit F: Debt Service for Series 2022 Bonds

Composite Exhibit A:

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

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

Prepared for:

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

Prepared by:

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

FEBRUARY 2022

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT

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EXHIBIT 3- Legal Description Expansion Parcels

EXHIBIT 4- Legal Description After Boundary Expansion

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EXHIBIT 6- Summary of Opinion of Probable Costs

EXHIBIT 7- Composite Exhibit Existing and Future Land Use

EXHIBIT 8- Water and Sewer Locations

EXHIBIT 9- Overall Site Plan

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

I. INTRODUCTION

The North Powerline Road Community Development District (the “District”) is north of North Blvd East and east of Hwy 17-92 N partially within unincorporated Polk County, (the “County”) Florida and partially within Davenport (the “City”). The District currently contains approximately 271.64 gross acres, and is expected to be constructed in Six (6) phase and consist of 1825 single family lots, recreation / amenity areas, parks, and associated infrastructure. The District previously amended its boundaries (“Boundary Amendment No. 3”) to include an additional 158.74 acres (“Expansion Parcels”) to the lands within the District. This report includes information regarding the Expansion Parcels in various exhibits.

The District was established under County Ordinance No. 18-036, as approved by the County Commission on June 5, 2018, further amended by County Ordinance 20-028 and county Ordinance 20-046 and County Ordinance 22-001. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the City, the County, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of probable cost of the public improvements is provided in Exhibit 6 of this report.

This “Capital Improvement Plan” or “Report” reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the

benefits received by the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development, while maintaining comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

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

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

II. PURPOSE AND SCOPE

The purpose of this Report is to provide engineering support to fund improvements in the current District and to reflect changes in the Capital Improvement Plan. Phase 1 and Phase 2 remain unchanged. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report. The predominant portion of this Report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements.

Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. The engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, the District Board of Supervisors, and its staff and consultants.

III. THE DEVELOPMENT

The Development will consist of 1825 single family homes and associated infrastructure (“Development”). The Development is a planned residential community located north of South Blvd East and east of Hwy 17-92 N partially within the County and partially within the City. The Development has received zoning approval by the City and County. The property has an underlying Future Land Use Designation of RM (Residential Medium) in the City and County. It is currently anticipated that the development will be constructed in six (6) phases. Following is a summary of proposed lot sizes per phase:

	SF Lot Width	SF Lot Width	SF Lot Width	SF Lot Width	SF Lot Width	SF Lot Width	SF TOTAL
Phase	20'	40'	50'	55'	65'	80'	
1		244		48	3		295
2		228	44				272
3			158			4	162
4	300	8					308
5	532						532
6		164	92				256
Total	832	644	294	48	3	4	1825

IV. THE CAPITAL IMPROVEMENTS

The current Capital Improvement Plan, (the “CIP”), consists of public infrastructure in phases 1-6 including stormwater pond construction, roadways, water and sewer facilities and public off-site improvements (including public turn lanes and extension of roadway, water mains and sewer mains to serve the development).

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

As a part of the recreational component of the CIP, a public park/amenity center will be constructed adjacent to Horse Creek in Phase 1 of the existing District. The public park/amenity center will have connectivity via sidewalks to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

V. CAPITAL IMPROVEMENT PLAN COMPONENTS

The system of improvements comprising the Capital Improvement Plan for the District includes the following:

Stormwater Management Facilities

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

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

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

Public Roadways

The proposed internal public roadway sections are to be 40' and 50' R/W with 24' of asphalt and Miami curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. Underdrain is provided as necessary to control groundwater and protect the roadway base material. The extension of Powerline Road from 17-92 to South Boulevard is a four lane divided collector road, comprised of 110' R/W consisting of 4 travel lanes, bike lanes and sidewalks on both sides. This section includes 58' of asphalt and Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. Underdrain is provided as necessary to control groundwater and protect the roadway base material. There is a bridge over Horse Creek connecting Phases 1 and 2.

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

Water and Wastewater Facilities

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

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

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

Off-Site Improvements

The District will provide funding for the anticipated roadway connections to the Development and offsite utility extensions required for the Development. The site construction activities associated with the CIP are anticipated for completion in 2023. Upon completion of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City/County.

Amenities and Parks

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

Electric and Lighting

The District presently intends to fund and construct the incremental cost of undergrounding of the electric

conduit for the required electrical system. The electrical system, including conduit, transformer/cabinet pads, and electric manholes not funded by the District will be owned and maintained by DUKE, with DUKE providing underground electrical service to the Development. The purchase and installation of street lighting along internal roadways within the District will not be funded by the District. These lights will be owned, operated and maintained by DUKE after dedication, with the District funding maintenance services. All improvements funded by the District will be on land owned by, or on which a permanent easement is granted in favor of the District or other governmental entity.

Entry Feature

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

Miscellaneous

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

VI. PERMITTING

Construction permits for all phases are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and City and County construction plan approval. Following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

PHASE 1

Permits / Approvals	Approval / Expected Date
Zoning Approval	City Ordinances 878, 946, 947,952 and 960
Preliminary Plat	7-20-20
SWFWMD ERP	43044217.002 and 43044217.003
Construction Permits	200760
Polk County Health Department Water	139102-070 & 0139102-073 DS/C
FDEP Sewer	CS53-0232639-040-DWC/CM & CS53-0232639-048-DWC/CM

PHASE 2

Permits / Approvals	Approval / Expected Date
Zoning Approval	City Ordinances 878, 945, 953,954 and 960
Preliminary Plat	7-20-20
SWFWMD ERP	43044217.003 and 43044217.004
Construction Permits	200975
Polk County Health Department Water	0139102-073 DS/C & 0139102-074 DS/C
FDEP Sewer	CS53-0232639-048-DWC/CM & CS53-0232639-048-DWC/CM

PHASE 3

Permits / Approvals	Approval / Expected Date
Zoning Approval	City Ordinances 936, 937,941 and 960
Preliminary Plat	Approved
SWFWMD ERP	Approved
Construction Permits	February 2022
Polk County Health Department Water	March 2022
FDEP Sewer	March 2022

PHASE 4

Permits / Approvals	Approval / Expected Date
Zoning Approval	County RMX
Preliminary Plat	N/A
SWFWMD ERP	February 2022
Construction Permits	Approved
Polk County Health Department Water	March 2022
FDEP Sewer	March 2022

PHASE 5

Permits / Approvals	Approval / Expected Date
Zoning Approval	County RMX
Preliminary Plat	June 2022
SWFWMD ERP	June 2022
Construction Permits	June 2022
Polk County Health Department Water	June 2022
FDEP Sewer	June 2022

PHASE 6

Permits / Approvals	Approval / Expected Date
Zoning Approval	County RMX
Preliminary Plat	June 2022
SWFWMD ERP	June 2022
Construction Permits	June 2022
Polk County Health Department Water	June 2022
FDEP Sewer	June 2022

VII. RECOMMENDATION

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

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

VIII. REPORT MODIFICATION

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

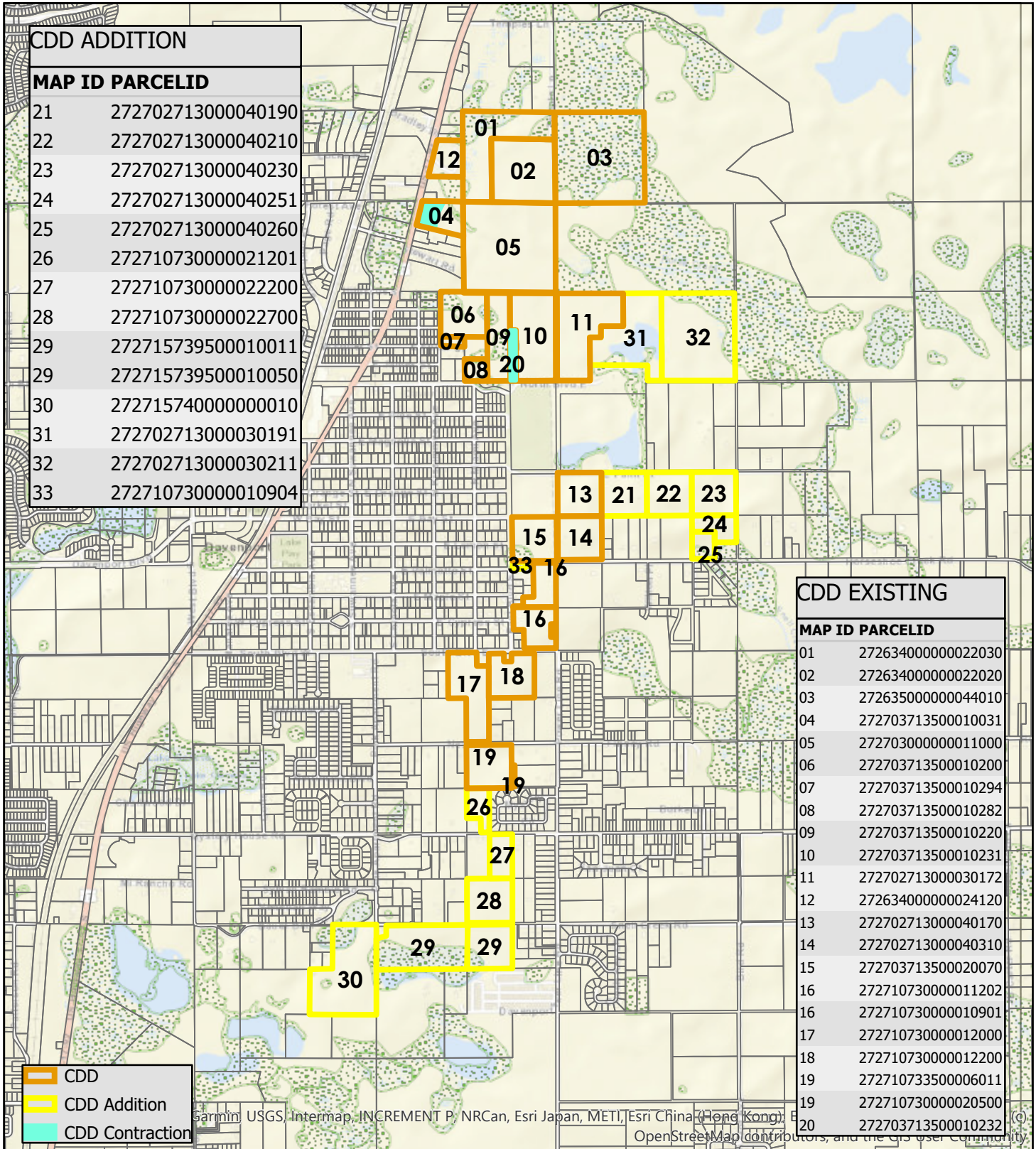
IX. CONCLUSION

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

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

costs of equipment, materials, changes to the regulatory permitting agencies activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

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



**ABSOLUTE
ENGINEERING, INC.**

EXHIBIT 1
NORTH POWER LINE ROAD CDD
GENERAL LOCATION MAP - EXISTING DISTRICT



MAP DATE: 8/30/2021

LOCATION: POLK COUNTY

0 1,250 2,500
Feet

LEGAL DESCRIPTION:

PARCEL 1 (272634-000000-022030)

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

PARCEL 2 (272634-000000-022020)

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

PARCEL 3 (272635-000000-044010)

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

PARCEL 4 (272703-713500-010031)

PARCEL "A"

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, RUN WEST, ALONG THE NORTH LINE OF SAID SECT. 3, 595.8 FT., TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, ALONG RIGHT OF WAY, 125.0 FT.; RUN THENCE EAST, PARALLEL TO THE NORTH LINE OF SAID SECTION 3, 625.95 FT., TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 RUN THENCE NORTH, ALONG SAID EAST LINE, 121.91 FT., TO POINT OF BEGINNING.

PARCEL "B"

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

PARCEL 5 (272703-000000-011000)

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

PARCEL 6 (272703-713500-010200)

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

PARCEL 7 (272703-713500-010294)

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



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C.A. NO. 28355

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EXHIBIT 2

NORTH POWER LINE ROAD CDD LEGAL DESCRIPTION EXISTING DISTRICT BOUNDARY

SEC TWP RGE
34-26-27

JOB NUMBER
0002.0002

DRAWN BY
JJM

DATE
5-14-2021

SHEET

1 OF 5

LEGAL DESCRIPTION:

PARCEL 8 (272703-713500-010282)

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

PARCEL 9 (272703-713500-010220)

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

PARCEL 10 (272703-713500-010231)

LOT 23, LESS THE SOUTH 100 FEET OF THE WEST 84.74 FEET THEREOF AND LESS THE NORTH 15 FEET THEREOF, LOT 24 LESS THE NORTH 15 FEET THEREOF, THE EAST 3/4 OF LOT 26 AND ALL OF LOT 25, LESS THE SOUTH 15 FEET OF SAID LOTS, ALL LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA OF FLORIDA DEVELOPMENT CO. SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 11 (272702-713000-030172)

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

PARCEL 12 (272634-000000-024120)

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

PARCEL 13: (272702-713000-040170)

THE NW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY; ALSO DESCRIBED AS LOTS 17 AND 18 IN THE SW 1/4 OF SECTION 2, FLORIDA DEVELOPMENT COMPANY SUB (PLAT BOOK 3, PAGE 60-63), LESS EXISTING ROAD RIGHT-OF-WAY.



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EXHIBIT 2

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION EXISTING DISTRICT BOUNDARY

SEC TWP RGE 34-26-27
JOB NUMBER 0002.0002
DRAWN BY JJM
DATE 5-14-2021
SHEET 2 OF 5

LEGAL DESCRIPTION:

PARCEL 14: (272702-713000-040310)

TRACTS 31 AND 32 IN THE SW 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 15: (272703-713500-020070)

TRACTS G AND H IN THE SE 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 16: (272710-730000-010901 AND 272710-730000-011202)

PARCEL 1:

TRACTS "L" AND "M" OF FLORIDA DEVELOPMENT CO. TRACT SUBDIVISION, LYING IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

LESS AND EXCEPT THE FOLLOWING FIVE DESCRIBED LANDS:

- (1) BEGINNING AT A POINT 411.63 FEET NORTH AND 30 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST; THENCE WEST 61.25 FEET, THENCE SOUTH 190.82 FEET, THENCE EAST 61.15 FEET, THENCE NORTH 190.81 FEET TO THE POINT OF BEGINNING; ABOVE DESCRIBED PARCEL BEING A PART OF LOT "M" OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION.
- (2) BEGINNING AT A POINT IN THE CENTERLINE OF A CONCRETE DRIVEWAY AT ITS INTERSECTION WITH THE SOUTH LINE OF LOT "M" IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT SUBDIVISION, RECORDED IN PLAT BOOK 3, PAGES 60 ET SEQ., 577.92 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT "M" AND RUN THENCE NORTHERLY WITH THE CENTERLINE OF SAID CONCRETE DRIVEWAY 125 FEET, THENCE WEST TO THE WEST LINE OF SAID LOT "M", THENCE SOUTH ALONG THE WEST LINE OF SAID LOT "M" TO THE SOUTH LINE OF LOT "M", THENCE EAST TO THE POINT OF BEGINNING.
- (3) BEGINNING AT A POINT IN THE CENTERLINE OF A CONCRETE DRIVEWAY AT ITS INTERSECTION WITH THE SOUTH LINE OF LOT "M" IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, 577.92 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT "M", THENCE NORTHERLY WITH THE CENTERLINE OF SAID CONCRETE DRIVEWAY 125 FEET, THENCE EAST 75 FEET, THENCE SOUTH 125 FEET, THENCE WEST 78.5 FEET TO THE POINT OF BEGINNING.
- (4) BEGINNING AT A POINT IN THE WEST LINE OF LOT "M" IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, WHERE AN IRON PIPE IS SET IN THE WEST LINE OF SAID LOT "M" APPROXIMATELY 225 FEET NORTH OF THE SOUTH LINE OF SAID LOT "M", RUN THENCE EAST 150 FEET, THENCE NORTH 50 FEET, THENCE WEST 150 FEET TO THE WEST LINE OF SAID LOT "M", THENCE SOUTH ON THE WEST LINE OF SAID LOT "M" TO THE POINT OF BEGINNING.
- (5) BEGIN AT A POINT IN THE WEST LINE OF LOT "M" OF FLORIDA DEVELOPMENT CO. TRACT SUBDIVISION, PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, WHERE AN IRON PIPE IS SET IN THE WEST LINE OF SAID LOT "M" APPROXIMATELY 225 FEET NORTH OF THE SOUTH LINE OF SAID LOT "M" FOR A POINT OF BEGINNING, RUN THENCE EAST 150 FEET, THENCE SOUTH 100 FEET, MORE OR LESS, TO A POINT 125 FEET NORTH OF THE SOUTH BOUNDARY LINE OF SAID LOT "M", THENCE WEST 150 FEET TO THE WEST BOUNDARY LINE OF SAID LOT "M", THENCE NORTH THE WEST LINE OF SAID LOT "M" TO THE POINT OF BEGINNING.

EXHIBIT 2

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION EXISTING DISTRICT BOUNDARY

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	JJM	5-14-2021	3 OF 5

**ABSOLUTE
ENGINEERING, INC.**

1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602
C.A. NO. 28396
(813) 221-1516 TEL
(813) 344-0100 FAX

LEGAL DESCRIPTION:

Parcel 2:

THAT PORTION OF TRACTS I AND K IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 10 AND RUN SOUTH 00 DEGREES 16 MINUTES 36 SECONDS WEST, 15.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HORSE SHOE CREEK ROAD, ALSO KNOWN AS PALMETTO STREET; THENCE NORTH 89 DEGREES 47 MINUTES 39 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE, 15.00 FEET TO THE WEST RIGHT OF WAY LINE OF AN UNOPENED PLATTED RIGHT OF WAY, AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 16 MINUTES 36 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, 647.46 FEET TO THE SOUTH BOUNDARY OF SAID TRACT K; THENCE NORTH 89 DEGREES 49 MINUTES 06 SECONDS WEST ALONG SAID SOUTH BOUNDARY OF TRACT K, 625.98 FEET TO THE EAST RIGHT OF WAY LINE OF EAST BOULEVARD; THENCE NORTH 00 DEGREES 20 MINUTES 54 SECONDS WEST ALONG SAID EAST RIGHT OF LINE, 15.00 FEET TO THE SOUTHWEST CORNER OF LOT 6 OF HARTTS SUBDIVISION, FIRST ADDITION, RECORDED IN PLAT BOOK 90, PAGE 15, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 49 MINUTES 06 SECONDS EAST ALONG THE SOUTH BOUNDARY OF SAID LOT 6, 145.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 00 DEGREES 20 MINUTES 54 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID LOT 6, AND THE EAST BOUNDARY OF LOT 1 OF HARTTS SUBDIVISION, RECORDED IN PLAT BOOK 89, PAGE 33, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, 132.50 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 06 SECONDS EAST, 155.00 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 54 SECONDS WEST PARALLEL WITH THE EAST BOUNDARY OF SAID HARTTS SUBDIVISION, 500.12 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A PLATTED RIGHT OF WAY LINE LYING 15.00 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SECTION 10; THENCE SOUTH 89 DEGREES 47 MINUTES 39 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, 333.04 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF SAID TRACT I OF SAID FLORIDA DEVELOPMENT COMPANY SUBDIVISION IN THE NORTHEAST 1/4 OF SAID SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF PALMETTO STREET/HORSE SHOE CREEK ROAD, AS NOW IN USE, LESS AND EXCEPT RIGHTS OF WAY OF RECORD AND/OR IN USE.

PARCEL 17: (272710-730000-012000)

LOT 21 AND THE EAST 264 FEET OF LOT 20 IN THE NE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 226.0 FEET OF THE EAST 175.4 FEET OF SAID LOT 21.

AND

TRACT 28 IN THE NE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; LESS AND EXCEPT THE SOUTH 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY CONVEYED TO POLK COUNTY IN O.R. BOOK 1234, PAGE 482, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 18: (272710-730000-012200)

LOTS 22 AND 23 IN THE NE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LESS AND EXCEPT

A PORTION OF TRACT 22 IN THE NE 1/4 OF SECTION 10, 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, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 22; THENCE NORTH 89°43'39" EAST ALONG THE NORTH LINE OF SAID TRACT 22, A DISTANCE OF 223.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°16'21" EAST, 120.00 FEET; THENCE NORTH 89°43'39" EAST, 110.00 FEET; THENCE NORTH 00°16'21" WEST, 120.00 FEET TO SAID NORTH LINE OF TRACT 22; THENCE SOUTH 89°43'39" WEST ALONG SAID NORTH LINE OF TRACT 22, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.



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EXHIBIT 2

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION EXISTING DISTRICT BOUNDARY

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
34-26-27	0002.0002	JJM	5-14-2021	4 OF 5

LEGAL DESCRIPTION:

PARCEL 19: (272710-730000-020500, 272710-733500-006011)

TRACTS 5 AND 6 IN SE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE NORTH 25 FEET FOR ROAD RIGHT-OF-WAY.

AND

THE WEST 45 FEET OF BLOCK 6, AND THE WEST 45 FEET OF SYLVAN WAY, DRUID HILLS UNIT NUMBER ONE ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 19, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 20: (272703-713500-010232)

SOUTH 100 FEET OF WEST 84.74 FEET OF TRACT 23, SOUTH 15 FEET OF TRACT 25 AND SOUTH 15' OF E ¼ OF TRACT 26 AND W ¼ OF TRACT 26 AND SOUTH 15 FEET OF TRACT 27, FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO PLAT THEREOF AND RECORDED IN PLAT BOOK 3 PAGES 60 THROUGH 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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

CONTAINING 271.64 ACRES MORE OR LESS.



EXHIBIT 2
NORTH POWER LINE ROAD CDD
LEGAL DESCRIPTION EXISTING DISTRICT BOUNDARY
SHEET 5 OF 5
DATE 5-14-2021
DRAWN BY JJM
JOB NUMBER 0002.0002
SEC TWP RGE 34-26-27

LEGAL DESCRIPTION:

PARCEL NUMBER 21: (272702-713000-040190)

TRACTS 19 AND 20, MAP OF FLORIDA DEVELOPMENT CO TRACT IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER 22: (272702-713000-040210)

TRACTS 21 AND 22 OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, ON PAGES 60 THROUGH 63, INCLUSIVE, IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER 23: (272702-713000-040230)

TRACTS 23 AND 24 OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 60-63 LOCATED IN SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER 24: (272702-713000-040251)

THE NORTH 396 FEET OF TRACT 25 AND TRACT 26 LEES THE SOUTH 396 FEET OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 60 - 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING IN SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST.

PARCEL NUMBER 25: (272702-713000-040260)

THE SOUTH 396 FEET OF TRACT 26 OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION IN THE SW 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 SOUTH, POLK COUNTY FLORIDA.

PARCEL NUMBER 26: (272710-730000-021201)

THE W 1/2 OF SW 1/4 OF NE 1/4 OF SE 1/4 IN SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, LESS THE W 208 FEET OF THE S 208 FEET TOGETHER WITH A 1971 AMERICAN HOME MOBILE HOME ID# HDGA070994.

PARCEL NUMBER 27: (272710-730000-022200)

TRACT 22 IN THE SE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO.

TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER 28: (272710-730000-022700)

TRACTS 27 AND 28 IN THE SE 1/4 OF SECTION 10, 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 NUMBER 29: (272715-739500-010011 AND 272715-739500-010050)

FLORIDA DEVELOPMENT COMPANY SUBDIVISION, PLAT BOOK 3, PAGES 60 TO 63, TRACTS 1 TO 6, LESS LOTS 1, 2, AND 3, OF BLOCK A, LAKEWOOD PARK UNIT #3, ALL IN THE NE 1/4 OF SECTION 15, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA



EXHIBIT 3

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION - EXPANSION PARCELS

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S2&10-27S-27E	0002.0002	JJM	5-14-2021	1 OF 3

LEGAL DESCRIPTION:

PARCEL NUMBER 30: (272715-740000-000010)

GROVE LOT 1 OF THE REPLAT OF DIAMOND SHORES, BEING A REPLAT OF LOTS 7, 8, 9, 10, AND 11 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT CO. SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 30, PAGE 24, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBERS 31: 272702-713000-030191 AND 32: 272702-713000-030211

A PARCEL OF LAND BEING ALL OF TRACTS 20 THROUGH 28, THE SOUTH 1/4 OF TRACT 19, AND A PORTION OF TRACTS 29-31, OF THE MAP OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGES 60-63 OF PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 2, RUN THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4, S 00°13'11" E, A DISTANCE OF 1313.95 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4, S 00°12'52" E, A DISTANCE OF 15.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH BOUNDARY OF TRACTS 17 THROUGH 19, SAID MAP OF FLORIDA DEVELOPMENT CO. TRACT; THENCE ALONG SAID NORTH BOUNDARY, AND WESTERLY EXTENSION THEREOF, N 89°43'43" E, A DISTANCE OF 986.81 FEET TO THE NORTHWEST CORNER OF SAID TRACT 20 AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACTS 20 THROUGH 24, N 89°43'43" E, A DISTANCE OF 1629.77 FEET TO THE EAST BOUNDARY OF SAID TRACT 24; THENCE ALONG THE EAST BOUNDARY OF SAID TRACTS 24 AND 25, S 00°37'24" E, A DISTANCE OF 1281.12 FEET TO THE SOUTH BOUNDARY OF SAID TRACT 25; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACTS 25 THROUGH 31, S 89°39'34" W, A DISTANCE OF 1380.59 FEET TO A LINE 750.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 31; THENCE ALONG SAID PARALLEL LINE, N 00°17'30" W, A DISTANCE OF 200.00 FEET TO A LINE 200.00 FEET NORTH OF AND PARALLEL WITH AFORESAID SOUTH BOUNDARY OF TRACTS 25 THROUGH 31; THENCE ALONG SAID PARALLEL LINE, S 89°39'34" W, A DISTANCE OF 750.00 FEET TO THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 31; THENCE ALONG SAID WEST LINE, N 00°17'30" W, A DISTANCE OF 441.84 FEET TO THE NORTH BOUNDARY OF SAID TRACT 31; THENCE ALONG SAID NORTH BOUNDARY, N 89°41'37" E, A DISTANCE OF 164.76 FEET TO THE WEST BOUNDARY OF SAID TRACT 19; THENCE ALONG SAID WEST BOUNDARY, N 00°19'03" W, A DISTANCE OF 164.18 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF SAID TRACT 19; THENCE ALONG SAID NORTH LINE, N 89°42'08" E, A DISTANCE OF 329.37 FEET TO THE WEST BOUNDARY OF SAID TRACT 20; THENCE ALONG SAID WEST BOUNDARY, N 00°22'09" W, A DISTANCE OF 477.40 FEET TO THE POINT OF BEGINNING.

PARCEL NUMBER 33: 272710-730000-010904

THAT PORTION OF SAID TRACT I OF SAID FLORIDA DEVELOPMENT CO. TRACT SUBDIVISION IN THE NORTHEAST 1/4 OF SAID SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, AS SHOWN ON THE MAP OR PLAT RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING NORTH OF PALMETTO STREET/HORSE SHOE CREEK ROAD, AS NOW IN USE, LESS AND EXCEPT RIGHTS OF WAY OF RECORD AND/OR IN USE.



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

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

EXHIBIT 3

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION - EXPANSION PARCELS

SEC TWP RGE
S2&10-27S-27E

JOB NUMBER
0002.0002

DRAWN BY
JJM

DATE
5-14-2021

SHEET

2 OF 3

LEGAL DESCRIPTION:

LESS A PORTION OF EXISTING PARCEL 4: 272703-713500-010031

DESCRIPTION: A PORTION OF TRACTS 3 & 4, OF FLORIDA DEVELOPMENT COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF US 17-92, AS RECORDED IN DEED BOOK 515, PAGE 105, OF THE PUBLIC RECORDS OF SAID COUNTY AND THE NORTH BOUNDARY OF SAID NORTHEAST 1/4 OF SECTION 3; RUN THENCE ALONG SAID NORTH BOUNDARY, S 89°00'46" E, A DISTANCE OF 345.37 FEET; THENCE S 27°20'24" W, A DISTANCE OF 257.08 FEET; THENCE S 06°18'39" W, A DISTANCE OF 194.37 FEET; THENCE N 76°15'52" W, A DISTANCE OF 301.53 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY OF US 17-92; THENCE ALONG SAID EASTERLY RIGHT OF WAY, N 13°44'24" E, A DISTANCE OF 366.40 FEET TO THE POINT OF BEGINNING.

LESS EXISTING PARCEL 20: (272703-713500-010232)

SOUTH 100 FEET OF WEST 84.74 FEET OF TRACT 23, SOUTH 15 FEET OF TRACT 25 AND SOUTH 15' OF E ¾ OF TRACT 26 AND W ¼ OF TRACT 26 AND SOUTH 15 FEET OF TRACT 27, FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO PLAT THEREOF AND RECORDED IN PLAT BOOK 3 PAGES 60 THROUGH 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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

CONTAINING 1.56 AC. MORE OR LESS

ALTOGETHER CONTAINING 158.74 AC. MORE OR LESS



EXHIBIT 3

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION - EXPANSION PARCELS

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S2&10-27S-27E	0002.0002	JJM	5-14-2021	2 OF 3

P:\0002 Oakley Rhinehart Cassidy\0002 Powerline Road\CD\CD-EXPANSION SOUTH 2\CD-EXH 4-LEGAL DESC AMEND (1-5).dwg (LEGAL) jrm Feb 05, 2022 - 12:35pm

LEGAL DESCRIPTION:

PARCEL 1 (272634-000000-022030)

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

PARCEL 2 (272634-000000-022020)

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

PARCEL 3 (272635-000000-044010)

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

PARCEL 4 (272703-713500-010031)

PARCEL "A"

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, RUN WEST, ALONG THE NORTH LINE OF SAID SECT. 3, 595.8 FT., TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 17 & 92; RUN THENCE SOUTH 12°46'30" WEST, ALONG RIGHT OF WAY, 125.0 FT.; RUN THENCE EAST, PARALLEL TO THE NORTH LINE OF SAID SECTION 3, 625.95 FT., TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 RUN THENCE NORTH, ALONG SAID EAST LINE, 121.91 FT., TO POINT OF BEGINNING.

PARCEL "B"

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

PARCEL 5 (272703-000000-011000)

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

PARCEL 6 (272703-713500-010200)

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

PARCEL 7 (272703-713500-010294)

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

EXHIBIT 4

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION PROPOSED DISTRICT BOUNDARY AFTER EXPANSION

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S2&10-27S-27E	0002.0002	JJM	5-14-2021	1 OF 7



LEGAL DESCRIPTION:

PARCEL 8 (272703-713500-010282)

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

PARCEL 9 (272703-713500-010220)

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

PARCEL 10 (272703-713500-010231)

LOT 23, LESS THE SOUTH 100 FEET OF THE WEST 84.74 FEET THEREOF AND LESS THE NORTH 15 FEET THEREOF, LOT 24 LESS THE NORTH 15 FEET THEREOF, THE EAST 3/4 OF LOT 26 AND ALL OF LOT 25, LESS THE SOUTH 15 FEET OF SAID LOTS, ALL LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA OF FLORIDA DEVELOPMENT CO. SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGES 60-63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 11 (272702-713000-030172)

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

PARCEL 12 (272634-000000-024120)

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

PARCEL 13: (272702-713000-040170)

THE NW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY; ALSO DESCRIBED AS LOTS 17 AND 18 IN THE SW 1/4 OF SECTION 2, FLORIDA DEVELOPMENT COMPANY SUB (PLAT BOOK 3, PAGE 60-63), LESS EXISTING ROAD RIGHT-OF-WAY.

EXHIBIT 4

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION PROPOSED DISTRICT BOUNDARY AFTER EXPANSION

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S2&10-27S-27E	0002.0002	JJM	5-14-2021	2 OF 7



P:\0002 Oakley Rhinehart Cassidy\0002 Powerline Road\CD-EXPANSION SOUTH 2\CD-EXH 4-LEGAL DESC AMEND (1-5).dwg (LEGAL (3)) jlm Feb 05, 2022 -- 12:38pm

LEGAL DESCRIPTION:

PARCEL 14: (272702-713000-040310)

TRACTS 31 AND 32 IN THE SW 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 15: (272703-713500-020070)

TRACTS G AND H IN THE SE 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 16: (272710-730000-010901 AND 272710-730000-011202)

PARCEL 1:

TRACTS "L" AND "M" OF FLORIDA DEVELOPMENT CO. TRACT SUBDIVISION, LYING IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

LESS AND EXCEPT THE FOLLOWING FIVE DESCRIBED LANDS:

- (1) BEGINNING AT A POINT 411.63 FEET NORTH AND 30 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST; THENCE WEST 61.25 FEET, THENCE SOUTH 190.82 FEET, THENCE EAST 61.15 FEET, THENCE NORTH 190.81 FEET TO THE POINT OF BEGINNING; ABOVE DESCRIBED PARCEL BEING A PART OF LOT "M" OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION.
- (2) BEGINNING AT A POINT IN THE CENTERLINE OF A CONCRETE DRIVEWAY AT ITS INTERSECTION WITH THE SOUTH LINE OF LOT "M" IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT SUBDIVISION, RECORDED IN PLAT BOOK 3, PAGES 60 ET SEQ., 577.92 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT "M" AND RUN THENCE NORTHERLY WITH THE CENTERLINE OF SAID CONCRETE DRIVEWAY 125 FEET, THENCE WEST TO THE WEST LINE OF SAID LOT "M", THENCE SOUTH ALONG THE WEST LINE OF SAID LOT "M" TO THE SOUTH LINE OF LOT "M", THENCE EAST TO THE POINT OF BEGINNING.
- (3) BEGINNING AT A POINT IN THE CENTERLINE OF A CONCRETE DRIVEWAY AT ITS INTERSECTION WITH THE SOUTH LINE OF LOT "M" IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, 577.92 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT "M", THENCE NORTHERLY WITH THE CENTERLINE OF SAID CONCRETE DRIVEWAY 125 FEET, THENCE EAST 75 FEET, THENCE SOUTH 125 FEET, THENCE WEST 78.5 FEET TO THE POINT OF BEGINNING.
- (4) BEGINNING AT A POINT IN THE WEST LINE OF LOT "M" IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, WHERE AN IRON PIPE IS SET IN THE WEST LINE OF SAID LOT "M" APPROXIMATELY 225 FEET NORTH OF THE SOUTH LINE OF SAID LOT "M", RUN THENCE EAST 150 FEET, THENCE NORTH 50 FEET, THENCE WEST 150 FEET TO THE WEST LINE OF SAID LOT "M", THENCE SOUTH ON THE WEST LINE OF SAID LOT "M" TO THE POINT OF BEGINNING.
- (5) BEGIN AT A POINT IN THE WEST LINE OF LOT "M" OF FLORIDA DEVELOPMENT CO. TRACT SUBDIVISION, PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, WHERE AN IRON PIPE IS SET IN THE WEST LINE OF SAID LOT "M" APPROXIMATELY 225 FEET NORTH OF THE SOUTH LINE OF SAID LOT "M" FOR A POINT OF BEGINNING, RUN THENCE EAST 150 FEET, THENCE SOUTH 100 FEET, MORE OR LESS, TO A POINT 125 FEET NORTH OF THE SOUTH BOUNDARY LINE OF SAID LOT "M", THENCE WEST 150 FEET TO THE WEST BOUNDARY LINE OF SAID LOT "M", THENCE NORTH THE WEST LINE OF SAID LOT "M" TO THE POINT OF BEGINNING.

EXHIBIT 4

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION PROPOSED DISTRICT BOUNDARY AFTER EXPANSION

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S2&10-27S-27E	0002.0002	JJM	5-14-2021	3 OF 7

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

LEGAL DESCRIPTION:

Parcel 2:

THAT PORTION OF TRACTS I AND K IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 10 AND RUN SOUTH 00 DEGREES 16 MINUTES 36 SECONDS WEST, 15.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HORSE SHOE CREEK ROAD, ALSO KNOWN AS PALMETTO STREET; THENCE NORTH 89 DEGREES 47 MINUTES 39 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE, 15.00 FEET TO THE WEST RIGHT OF WAY LINE OF AN UNOPENED PLATTED RIGHT OF WAY, AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 16 MINUTES 36 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, 647.46 FEET TO THE SOUTH BOUNDARY OF SAID TRACT K; THENCE NORTH 89 DEGREES 49 MINUTES 06 SECONDS WEST ALONG SAID SOUTH BOUNDARY OF TRACT K, 625.98 FEET TO THE EAST RIGHT OF WAY LINE OF EAST BOULEVARD; THENCE NORTH 00 DEGREES 20 MINUTES 54 SECONDS WEST ALONG SAID EAST RIGHT OF LINE, 15.00 FEET TO THE SOUTHWEST CORNER OF LOT 6 OF HARTTS SUBDIVISION, FIRST ADDITION, RECORDED IN PLAT BOOK 90, PAGE 15, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 49 MINUTES 06 SECONDS EAST ALONG THE SOUTH BOUNDARY OF SAID LOT 6, 145.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 00 DEGREES 20 MINUTES 54 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID LOT 6, AND THE EAST BOUNDARY OF LOT 1 OF HARTTS SUBDIVISION, RECORDED IN PLAT BOOK 89, PAGE 33, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, 132.50 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 06 SECONDS EAST, 155.00 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 54 SECONDS WEST PARALLEL WITH THE EAST BOUNDARY OF SAID HARTTS SUBDIVISION, 500.12 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A PLATTED RIGHT OF WAY LINE LYING 15.00 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SECTION 10; THENCE SOUTH 89 DEGREES 47 MINUTES 39 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, 333.04 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF SAID TRACT I OF SAID FLORIDA DEVELOPMENT COMPANY SUBDIVISION IN THE NORTHEAST 1/4 OF SAID SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF PALMETTO STREET/HORSE SHOE CREEK ROAD, AS NOW IN USE, LESS AND EXCEPT RIGHTS OF WAY OF RECORD AND/OR IN USE.

PARCEL 17: (272710-730000-012000)

LOT 21 AND THE EAST 264 FEET OF LOT 20 IN THE NE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 226.0 FEET OF THE EAST 175.4 FEET OF SAID LOT 21.

AND

TRACT 28 IN THE NE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; LESS AND EXCEPT THE SOUTH 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY CONVEYED TO POLK COUNTY IN O.R. BOOK 1234, PAGE 482, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 18: (272710-730000-012200)

LOTS 22 AND 23 IN THE NE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LESS AND EXCEPT

A PORTION OF TRACT 22 IN THE NE 1/4 OF SECTION 10, 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, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 22; THENCE NORTH 89°43'39" EAST ALONG THE NORTH LINE OF SAID TRACT 22, A DISTANCE OF 223.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°16'21" EAST, 120.00 FEET; THENCE NORTH 89°43'39" EAST, 110.00 FEET; THENCE NORTH 00°16'21" WEST, 120.00 FEET TO SAID NORTH LINE OF TRACT 22; THENCE SOUTH 89°43'39" WEST ALONG SAID NORTH LINE OF TRACT 22, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT 4

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION PROPOSED DISTRICT BOUNDARY AFTER EXPANSION

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S2&10-27S-27E	0002.0002	JJM	5-14-2021	4 OF 7



LEGAL DESCRIPTION:

PARCEL 19: (272710-730000-020500, 272710-733500-006011)

TRACTS 5 AND 6 IN SE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT COMPANY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE NORTH 25 FEET FOR ROAD RIGHT-OF-WAY.

AND

THE WEST 45 FEET OF BLOCK 6, AND THE WEST 45 FEET OF SYLVAN WAY, DRUID HILLS UNIT NUMBER ONE ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 19, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 20: (272703-713500-010232)

SOUTH 100 FEET OF WEST 84.74 FEET OF TRACT 23, SOUTH 15 FEET OF TRACT 25 AND SOUTH 15' OF E ¾ OF TRACT 26 AND W ¼ OF TRACT 26 AND SOUTH 15 FEET OF TRACT 27, FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO PLAT THEREOF AND RECORDED IN PLAT BOOK 3 PAGES 60 THROUGH 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA

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

PARCEL NUMBER 21: (272702-713000-040190)

TRACTS 19 AND 20, MAP OF FLORIDA DEVELOPMENT CO TRACT IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER 22: (272702-713000-040210)

TRACTS 21 AND 22 OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, ON PAGES 60 THROUGH 63, INCLUSIVE, IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER 23: (272702-713000-040230)

TRACTS 23 AND 24 OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 60-63 LOCATED IN SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER 24: (272702-713000-040251)

THE NORTH 396 FEET OF TRACT 25 AND TRACT 26 LEES THE SOUTH 396 FEET OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 60 - 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING IN SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST.

PARCEL NUMBER 25: (272702-713000-040260)

THE SOUTH 396 FEET OF TRACT 26 OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION IN THE SW 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 SOUTH, POLK COUNTY FLORIDA.

PARCEL NUMBER 26: (272710-730000-021201)

THE W 1/2 OF SW 1/4 OF NE 1/4 OF SE 1/4 IN SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, LESS THE W 208 FEET OF THE S 208 FEET TOGETHER WITH A 1971 AMERICAN HOME MOBILE HOME ID# HDGA070994.

PARCEL NUMBER 27: (272710-730000-022200)

TRACT 22 IN THE SE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO.

TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER 28: (272710-730000-022700)

TRACTS 27 AND 28 IN THE SE 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

EXHIBIT 4

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION PROPOSED DISTRICT BOUNDARY AFTER EXPANSION

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S2&10-27S-27E	0002.0002	JJM	5-14-2021	5 OF 7



LEGAL DESCRIPTION:

PARCEL NUMBER 29: (272715-739500-010011 AND 272715-739500-010050)

FLORIDA DEVELOPMENT COMPANY SUBDIVISION, PLAT BOOK 3, PAGES 60 TO 63, TRACTS 1 TO 6, LESS LOTS 1, 2, AND 3, OF BLOCK A, LAKEWOOD PARK UNIT #3, ALL IN THE NE ¼ OF SECTION 15, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA

PARCEL NUMBER 30: (272715-740000-000010)

GROVE LOT 1 OF THE REPLAT OF DIAMOND SHORES, BEING A REPLAT OF LOTS 7, 8, 9, 10, AND 11 OF THE NW ¼ OF SECTION 15, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT CO. SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 30, PAGE 24, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBERS 31: 272702-713000-030191 AND 32: 272702-713000-030211

A PARCEL OF LAND BEING ALL OF TRACTS 20 THROUGH 28, THE SOUTH 1/4 OF TRACT 19, AND A PORTION OF TRACTS 29-31, OF THE MAP OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGES 60-63 OF PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 2, RUN THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4, S 00°13'11" E, A DISTANCE OF 1313.95 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4, S 00°12'52" E, A DISTANCE OF 15.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH BOUNDARY OF TRACTS 17 THROUGH 19, SAID MAP OF FLORIDA DEVELOPMENT CO. TRACT; THENCE ALONG SAID NORTH BOUNDARY, AND WESTERLY EXTENSION THEREOF, N 89°43'43" E, A DISTANCE OF 986.81 FEET TO THE NORTHWEST CORNER OF SAID TRACT 20 AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACTS 20 THROUGH 24, N 89°43'43" E, A DISTANCE OF 1629.77 FEET TO THE EAST BOUNDARY OF SAID TRACT 24; THENCE ALONG THE EAST BOUNDARY OF SAID TRACTS 24 AND 25, S 00°37'24" E, A DISTANCE OF 1281.12 FEET TO THE SOUTH BOUNDARY OF SAID TRACT 25; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACTS 25 THROUGH 31, S 89°39'34" W, A DISTANCE OF 1380.59 FEET TO A LINE 750.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 31; THENCE ALONG SAID PARALLEL LINE, N 00°17'30" W, A DISTANCE OF 200.00 FEET TO A LINE 200.00 FEET NORTH OF AND PARALLEL WITH AFORESAID SOUTH BOUNDARY OF TRACTS 25 THROUGH 31; THENCE ALONG SAID PARALLEL LINE, S 89°39'34" W, A DISTANCE OF 750.00 FEET TO THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 31; THENCE ALONG SAID WEST LINE, N 00°17'30" W, A DISTANCE OF 441.84 FEET TO THE NORTH BOUNDARY OF SAID TRACT 31; THENCE ALONG SAID NORTH BOUNDARY, N 89°41'37" E, A DISTANCE OF 164.76 FEET TO THE WEST BOUNDARY OF SAID TRACT 19; THENCE ALONG SAID WEST BOUNDARY, N 00°19'03" W, A DISTANCE OF 164.18 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF SAID TRACT 19; THENCE ALONG SAID NORTH LINE, N 89°42'08" E, A DISTANCE OF 329.37 FEET TO THE WEST BOUNDARY OF SAID TRACT 20; THENCE ALONG SAID WEST BOUNDARY, N 00°22'09" W, A DISTANCE OF 477.40 FEET TO THE POINT OF BEGINNING.

PARCEL NUMBER 33: 272710-730000-010904

THAT PORTION OF SAID TRACT I OF SAID FLORIDA DEVELOPMENT CO. TRACT SUBDIVISION IN THE NORTHEAST 1/4 OF SAID SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, AS SHOWN ON THE MAP OR PLAT RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING NORTH OF PALMETTO STREET/HORSE SHOE CREEK ROAD, AS NOW IN USE, LESS AND EXCEPT RIGHTS OF WAY OF RECORD AND/OR IN USE.

EXHIBIT 4

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION PROPOSED DISTRICT BOUNDARY AFTER EXPANSION

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S2&10-27S-27E	0002.0002	JJM	5-14-2021	6 OF 7

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

LEGAL DESCRIPTION:

LESS A PORTION OF EXISTING PARCEL 4: 272703-713500-010031

DESCRIPTION: A PORTION OF TRACTS 3 & 4, OF FLORIDA DEVELOPMENT COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF US 17-92, AS RECORDED IN DEED BOOK 515, PAGE 105, OF THE PUBLIC RECORDS OF SAID COUNTY AND THE NORTH BOUNDARY OF SAID NORTHEAST 1/4 OF SECTION 3; RUN THENCE ALONG SAID NORTH BOUNDARY, S 89°00'46" E, A DISTANCE OF 345.37 FEET; THENCE S 27°20'24" W, A DISTANCE OF 257.08 FEET; THENCE S 06°18'39" W, A DISTANCE OF 194.37 FEET; THENCE N 76°15'52" W, A DISTANCE OF 301.53 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY OF US 17-92; THENCE ALONG SAID EASTERLY RIGHT OF WAY, N 13°44'24" E, A DISTANCE OF 366.40 FEET TO THE POINT OF BEGINNING.

LESS EXISTING PARCEL 20: (272703-713500-010232)

SOUTH 100 FEET OF WEST 84.74 FEET OF TRACT 23, SOUTH 15 FEET OF TRACT 25 AND SOUTH 15' OF E ¾ OF TRACT 26 AND W ¼ OF TRACT 26 AND SOUTH 15 FEET OF TRACT 27, FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO PLAT THEREOF AND RECORDED IN PLAT BOOK 3 PAGES 60 THROUGH 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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

CONTAINING 1.56 AC. MORE OR LESS

ALTOGETHER CONTAINING 430.38 AC. MORE OR LESS

EXHIBIT 4

NORTH POWER LINE ROAD CDD

LEGAL DESCRIPTION PROPOSED DISTRICT BOUNDARY AFTER EXPANSION

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
S2&10-27S-27E	0002.0002	JJM	5-14-2021	7 OF 7



Exhibit 5

Summary of Proposed District Facilities

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

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

** District will fund undergrounding of electrical conduit

***District will fund street lighting maintenance services

Exhibit 6
Summary of Probable Cost

Infrastructure ⁽¹²⁾	<u>Phase 1 (295 Lots)</u> <u>2020-2023</u>	<u>Phase 2 (272 Lots)</u> <u>2020-2023</u>	<u>Phase 3 (162 Lots)</u> <u>2021-2023</u>	<u>Phase 4 (308 Lots)</u> <u>2022-2023</u>	<u>Phase 5 (532 Lots)</u> <u>2022-2023</u>	<u>Phase 6 (256 Lots)</u> <u>2022-2023</u>	<u>Powerline Road Extension</u>	<u>Total (1825 Lots)</u>
Offsite Improvements ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽¹¹⁾	\$1,150,467	\$1,060,770	\$819,867	\$1,297,418	\$2,248,295	\$1,098,791	\$0	\$7,675,609
Stormwater Management ⁽¹⁾⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾⁽⁷⁾	\$1,936,035	\$1,785,089	\$1,379,692	\$2,183,327	\$3,783,485	\$1,849,071	\$1,500,000	\$14,416,699
Utilities (Water, Sewer, & Street Lighting) ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽⁹⁾⁽¹¹⁾	\$1,765,823	\$1,628,148	\$1,258,392	\$1,991,374	\$3,450,849	\$1,686,505	\$500,000	\$12,281,092
Roadway ⁽¹⁾⁽⁴⁾⁽⁵⁾⁽⁷⁾	\$878,980	\$1,897,225	\$603,766	\$955,444	\$1,655,688	\$809,171	\$7,900,000	\$14,700,274
Entry Feature ⁽¹⁾⁽⁷⁾⁽⁸⁾⁽⁹⁾⁽¹¹⁾	\$109,348	\$100,823	\$66,803	\$105,713	\$183,191	\$89,529	\$0	\$655,407
Parks and Amenities ⁽¹⁾⁽⁷⁾⁽¹¹⁾	\$459,264	\$423,456	\$280,571	\$443,996	\$769,400	\$376,023	\$0	\$2,752,710
Contingency ⁽¹¹⁾	<u>\$692,425</u>	<u>\$638,440</u>	<u>\$440,909</u>	<u>\$697,728</u>	<u>\$1,209,092</u>	<u>\$590,910</u>	<u>\$100,000</u>	\$4,369,504
TOTAL	\$6,992,342	\$7,533,951	\$4,850,000	\$7,675,000	\$13,300,000	\$6,500,000	\$10,000,000	\$56,851,293

Notes:

1. Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.
2. Excludes grading of each lot in conjunction with lot development and home construction, which will be provided by home builder.
3. Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Stormwater does not include grading associated with building pads.
7. Estimates are based on 2022 cost.
8. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
9. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Includes only the incremental cost of undergrounding.
10. Estimates based on 1825 lots.
11. The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).
12. Phasing and cost figures provided herein relate to the existing District.

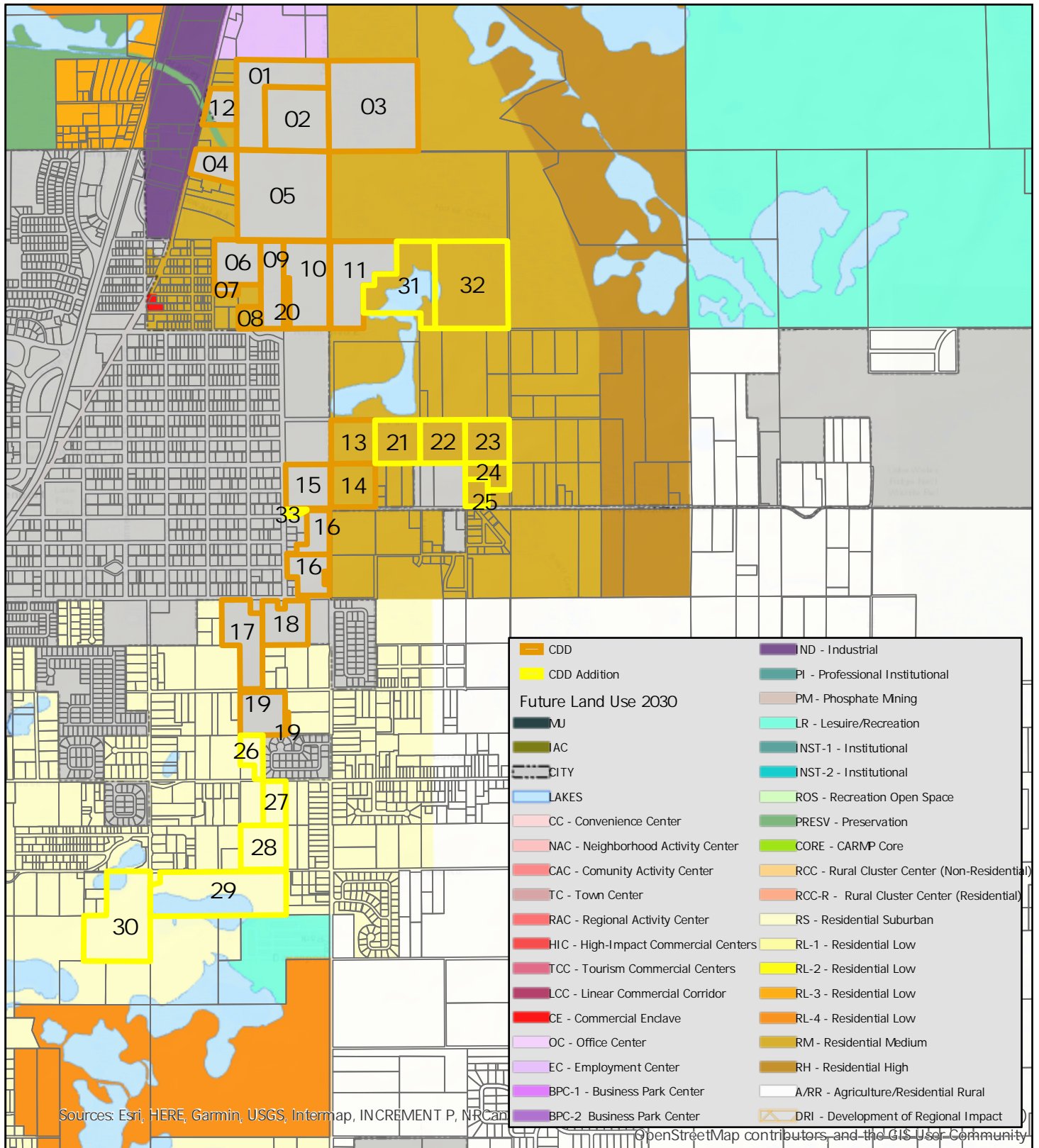
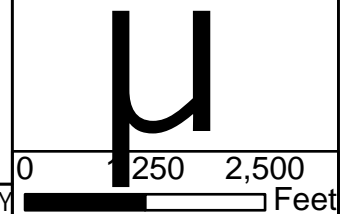
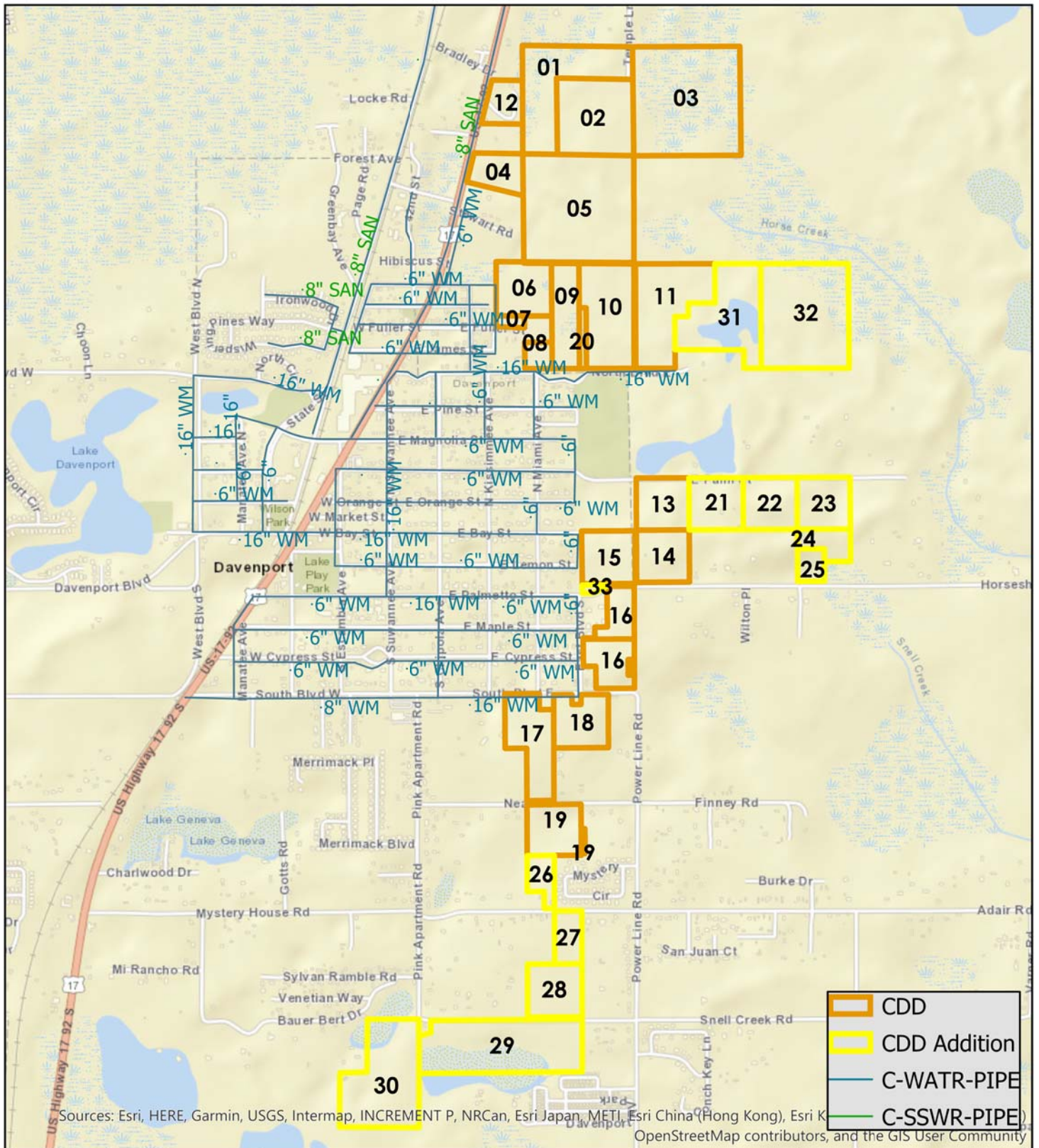


EXHIBIT 7 NORTH POWER LINE ROAD CDD COMPOSITE EXHIBIT EXISTING AND FUTURE LAND USE

MAP DATE: 5/17/2021

LOCATION: POLK COUNTY





**ABSOLUTE
ENGINEERING, INC.**

EXHIBIT 8 NORTH POWER LINE ROAD CDD WATER AND SEWER LOCATIONS

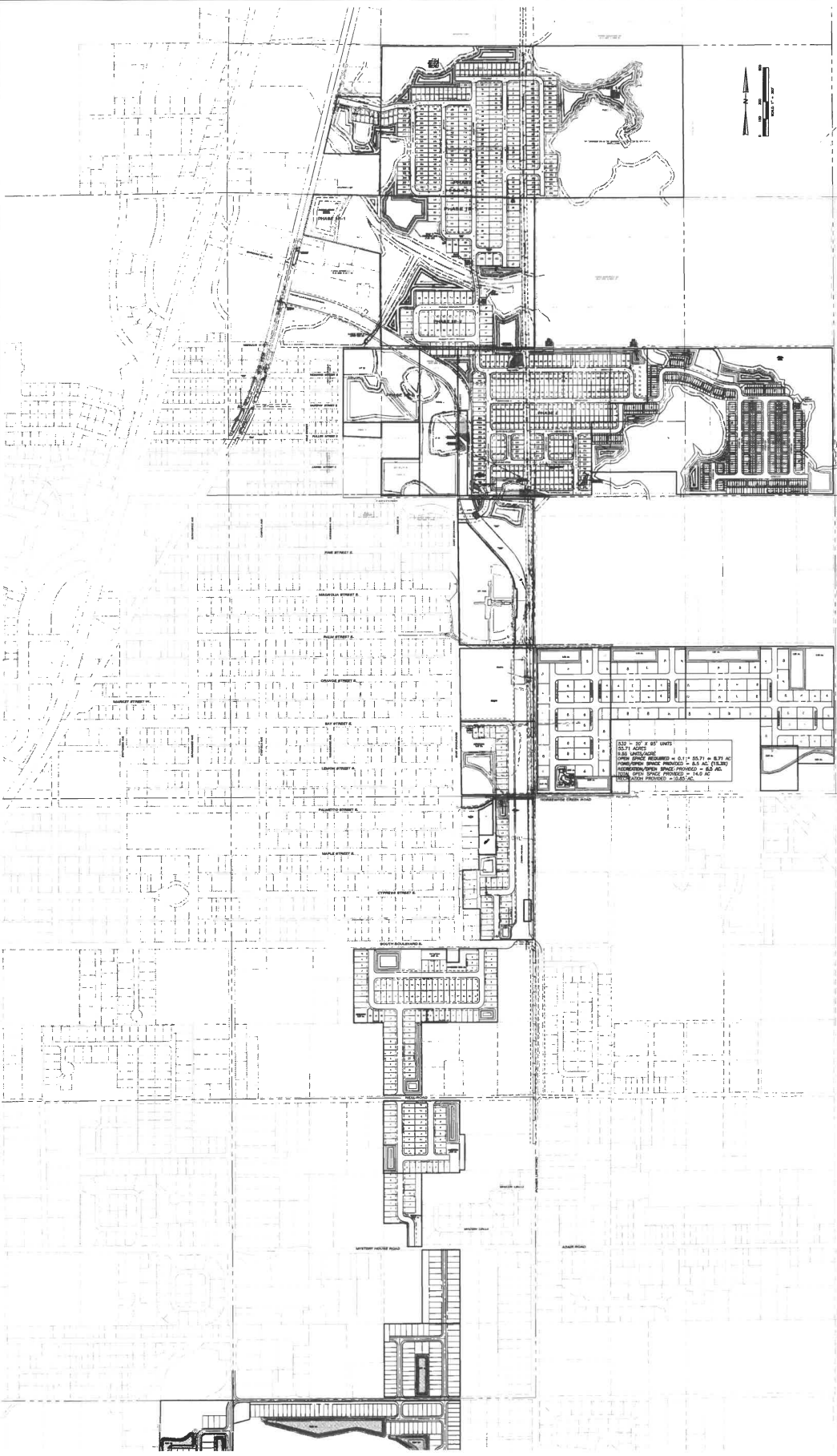


0 1,000 2,000
Feet

MAP DATE: 5/17/2021

LOCATION: POLK COUNTY

Absolute Engineering, Inc. makes no Warranty, representation, or guaranty as to the content, sequence, accuracy, timeliness, or completeness of any of the geodata information provided herein. Service Layer Credit: ESRI, HERE, DeLorme, USGS, Intermap, OpenStreetMap contributors, and the GIS community.



BELLA VITA SUBDIVISION - LOT SUMMARY

PHASE	LOT WIDTH	LOT WIDTH	LOT WIDTH	LOT WIDTH	LOT WIDTH	TOWN	UNIT
PHASE 1A-1	244	59	65	48	3	244	51
PHASE 1B-1	244	59	65	48	3	244	51
PHASE 1B-2	244	59	65	48	3	244	51
PHASE 2	244	59	65	48	3	244	51
PHASE 3	244	59	65	48	3	244	51
TOTAL	244	59	65	48	3	244	51

BELLA VITA SOUTH SUBDIVISION - LOT SUMMARY

PHASE	LOT WIDTH	LOT WIDTH	LOT WIDTH	LOT WIDTH	LOT WIDTH	TOWN	UNIT
PHASE 1A-1	244	59	65	48	3	244	51
PHASE 1B-1	244	59	65	48	3	244	51
PHASE 1B-2	244	59	65	48	3	244	51
PHASE 2	244	59	65	48	3	244	51
PHASE 3	244	59	65	48	3	244	51
TOTAL	244	59	65	48	3	244	51

1 OF 1

Composite Exhibit B:

**AMENDED AND RESTATED MASTER
ASSESSMENT METHODOLOGY

FOR

NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Date: January 19, 2022

Prepared by

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

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

1.0 Introduction

The North Powerline Road Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance at this time of not to exceed \$73,000,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Capital Improvement Plan”) within the District more specifically described in the Engineer’s Report for Capital Improvements Third Amended and Restated dated October 2021 prepared by Absolute Engineering, Inc. as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Capital Improvement Plan that benefit property owners within the District.

1.1 Purpose

The Board of Supervisors (“Board”) of the District previously approved the Master Assessment Methodology, dated February 2, 2020 (the “Master Report”). The Master Report established an assessment methodology the District followed to allocate debt assessments to properties within the District benefitting from the District’s CIP. Such assessments secure repayment of the Bonds. The District also previously adopted as a supplement to the Master Report, at the time of the issuance of the District’s \$12,685,000 Special Assessment Bonds, Series 2020 (“Series 2020 Bonds”), Supplemental Assessment Methodology report dated December 2, 2020 (“Series 2020 Supplemental Report”). The Series 2020 Bonds remain unchanged by this report. The Series 2020 Supplemental Report applied the methodology to the details of the Series 2020 Bonds to allocate debt assessments (“Series 2020 Assessments”) to properties within the District to secure the repayment of the Series 2020 Bonds.

The methodology established by the Master Report allocated debt assessments to planned future units of residential product types. Since adoption of the Master Report, there have been expansions to the Districts boundaries to add new parcels within the District, such that not all of the assumed planned lots found in the Master Report represent the development planned for the District and so must be revised. Specifically, the revised development plan revises the unit mix to include additional 591 lots in Phase 3, Phase 4, Phase 5 and Phase 6 as well as additional of-site improvements as indicated in the Engineers Report.

This Amended and Restated Master Assessment Methodology amends and restates the original approved Master Report (collectively, the “Assessment Report”) provides for an assessment methodology that reflects the additional parcels, improvements, and planned lots.

This Assessment Report continues to allocate the debt to properties based on the special benefits each receives from the Capital Improvements. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvements. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to levy, impose and collect non ad valorem special assessments ("Special Assessments") on the benefited lands within the District securing repayment of the Bonds based on this Assessment Report. It is anticipated that all of the proposed Special Assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District including those for maintenance and operation of the Bonds, a homeowner's association, or any other unit of government.

1.2 Background

The District currently includes approximately 271.64 acres partially located within City of Davenport and partially within unincorporated Polk County, Florida. The District is also being expanded to include an additional 157.87 acres, for a total of 429.51 acres after expansion. The development program for the District currently envisions approximately 1,868 residential units. The proposed development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified or supplemented accordingly.

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

The assessment methodology is a four-step process.

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

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

1.3 Special Benefits and General Benefits

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

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

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

1.4 Requirements of a Valid Assessment Methodology

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

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

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

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District will be greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$56,851,293. The District's Underwriter projects that financing costs required to fund the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$73,000,000. Without the Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District anticipates issuing approximately \$73,000,000 in Bonds in one or more series to fund the District's entire Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$73,000,000 in debt to the properties within the District benefiting from the Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvement Plan needed to support the development, which these construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$56,851,293. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for the Capital Improvement Plan and related costs was determined by the District's Underwriter to total approximately \$73,000,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

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

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

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

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

2.3 Allocation of Benefit

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

2.4 Lienability Test: Special and Peculiar Benefit to the Property

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

on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

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

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

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

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

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

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

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

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

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

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

3.0 True Up Mechanism

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

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

4.0 Assessment Roll

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

<p>TABLE 1</p> <p>NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT</p> <p>DEVELOPMENT PROGRAM</p> <p>AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY</p>
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Land Use*	ERUs per Unit (1)	Units	Total ERUs
TH/20' Lot	0.5	832	416
40' Lot	1.00	845	845
50' Lot	1.25	136	170
55' and 65' Lot	1.38	51	70
80' Lot	2.00	4	8
Total Units		1,868	1,509

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

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

TABLE 2
NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT PLAN COST ESTIMATES
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Offsite Improvements	\$ 7,675,609
Stormwater Management	\$ 14,416,699
Utilities (Water, Sewer, & Street Lighting)	\$ 12,281,092
Roadway	\$ 14,700,274
Entry Feature	\$ 655,407
Parks and Amenities	\$ 2,752,710
Contingencies	\$ 4,369,504
	\$ 56,851,293

(1) A detailed description of these improvements is provided in the Third Amended and Restated Engineer's Report dated October 2021.

Prepared by: Governmental Management Services - Central Florida, LLC

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

Bond Sizing

Description	Total
Construction Funds	\$ 56,851,293
Debt Service Reserve	\$ 5,303,371
Capitalized Interest	\$ 8,760,000
Underwriters Discount	\$ 1,460,000
Cost of Issuance	\$ 220,000
Contingency	\$ 405,336
Par Amount*	\$ 73,000,000

Bond Assumptions:

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

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
TH/20' Lot	832	0.50	416.0	28%	\$ 15,671,424	\$ 18,836
40' Lot	845	1.00	845.0	56%	\$ 31,832,580	\$ 37,672
50' Lot	136	1.25	170.0	11%	\$ 6,404,188	\$ 47,090
55' and 65' Lot	51	1.38	70.1	5%	\$ 2,641,727	\$ 51,799
80' Lot	4	2.00	8.0	1%	\$ 301,374	\$ 75,343
	1,868		1,509	100%	\$ 56,851,293	

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

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

Land Use	No. of Units *	Total Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Per Unit Revised Par
TH/20' Lot	832	\$ 15,671,424	\$ 20,122,919	\$ 24,186
40' Lot	845	\$ 31,832,580	\$ 40,874,679	\$ 48,372
50' Lot	136	\$ 6,404,188	\$ 8,223,308	\$ 60,466
55' and 65' Lot	51	\$ 2,641,727	\$ 3,392,115	\$ 66,512
80' Lot	4	\$ 301,374	\$ 386,979	\$ 96,745
	1,868	\$ 56,851,293	\$ 73,000,000	

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

TABLE 6
NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
TH/20' Lot	832	\$ 20,122,919	\$ 24,186	\$ 1,461,908	\$ 1,757	\$ 1,889
40' Lot	845	\$ 40,874,679	\$ 48,372	\$ 2,969,501	\$ 3,514	\$ 3,779
50' Lot	136	\$ 8,223,308	\$ 60,466	\$ 597,414	\$ 4,393	\$ 4,723
55' and 65' Lot	51	\$ 3,392,115	\$ 66,512	\$ 246,433	\$ 4,832	\$ 5,196
80' Lot	4	\$ 386,979	\$ 96,745	\$ 28,114	\$ 7,028	\$ 7,557
	1,868	\$ 73,000,000		\$ 5,303,371		

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

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

TABLE 7
NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Platted Lots

Owner	Property ID #'s	Lot Size	Unit Count	Total Par Debt Allocation Per Lot	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
JMBI REAL ESTATE LLC	272634710501000010	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000020	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000030	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000040	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000050	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000060	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000070	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000080	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000090	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000100	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000110	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000120	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000130	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000140	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000150	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000160	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000170	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000180	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000190	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000200	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000210	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000220	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000230	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000240	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000250	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000260	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000270	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000280	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000290	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196

Owner	Property ID #'s	Lot Size	Unit Count	Total Par Debt Allocation Per Lot	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
JMBI REAL ESTATE LLC	272634710501000300	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000310	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000320	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000330	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000340	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000350	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000360	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000370	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000380	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000390	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000400	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000410	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000420	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000430	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000440	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000450	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000460	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000470	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000480	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000490	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000500	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000510	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000520	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000530	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000540	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000550	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000560	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000570	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000580	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000590	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000600	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000610	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000620	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000630	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000640	40	1	\$ 48,372	\$ 3,514	\$ 3,779

Owner	Property ID #'s	Lot Size	Unit Count	Total Par Debt Allocation Per Lot	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
JMBI REAL ESTATE LLC	272634710501000650	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000660	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000670	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000680	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000690	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000700	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000710	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000720	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000730	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000740	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000750	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000760	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000770	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000780	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000790	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000800	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000810	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000820	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000830	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000840	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000850	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000860	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000870	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000880	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000890	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000900	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000910	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000920	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000930	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501000940	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000950	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000960	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000970	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000980	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501000990	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196

Owner	Property ID #'s	Lot Size	Unit Count	Total Par Debt Allocation Per Lot	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
JMBI REAL ESTATE LLC	272634710501001000	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001010	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001020	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001030	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001040	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001050	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001060	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001070	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001080	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001090	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001100	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001110	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001120	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001130	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001140	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001150	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001160	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001170	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001180	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001190	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001200	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001210	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001220	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001230	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001240	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001250	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001260	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001270	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001280	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001290	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001300	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001310	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001320	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001330	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001340	40	1	\$ 48,372	\$ 3,514	\$ 3,779

Owner	Property ID #'s	Lot Size	Unit Count	Total Par Debt Allocation Per Lot	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
JMBI REAL ESTATE LLC	272634710501001350	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001360	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001370	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001380	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001390	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001400	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001410	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001420	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001430	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001440	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001450	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001460	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001470	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001480	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001490	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001500	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001510	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001520	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001530	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001540	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001550	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001560	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001570	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001580	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001590	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001600	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001610	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001620	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001630	55/65	1	\$ 66,512	\$ 4,832	\$ 5,196
JMBI REAL ESTATE LLC	272634710501001640	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001650	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001660	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001670	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001680	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001690	40	1	\$ 48,372	\$ 3,514	\$ 3,779

Owner	Property ID #'s	Lot Size	Unit Count	Total Par Debt Allocation Per Lot	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
JMBI REAL ESTATE LLC	272634710501001700	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001710	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001720	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001730	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001740	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001750	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001760	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001770	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001780	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001790	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001800	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001810	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001820	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001830	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001840	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001850	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001860	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001870	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001880	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001890	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001900	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001910	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001920	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001930	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001940	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001950	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001960	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001970	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001980	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501001990	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002000	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002010	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002020	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002030	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002040	40	1	\$ 48,372	\$ 3,514	\$ 3,779

Owner	Property ID #'s	Lot Size	Unit Count	Total Par Debt Allocation Per Lot	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
JMBI REAL ESTATE LLC	272634710501002050	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002060	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002070	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002080	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002090	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002100	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002110	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002120	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002130	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002140	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002150	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002160	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002170	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002180	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002190	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002200	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002210	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002220	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002230	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002240	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002250	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002260	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002270	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002280	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002290	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002300	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002310	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002320	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002330	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002340	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002350	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002360	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002370	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002380	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002390	40	1	\$ 48,372	\$ 3,514	\$ 3,779

Owner	Property ID #'s	Lot Size	Unit Count	Total Par Debt Allocation Per Lot	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
JMBI REAL ESTATE LLC	272634710501002400	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002410	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002420	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002430	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002440	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002450	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002460	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002470	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002480	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002490	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002500	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002510	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002520	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002530	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002540	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002550	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002560	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002570	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002580	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002590	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002600	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002610	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002620	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002630	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002640	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002650	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002660	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002670	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002680	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002690	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002700	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002710	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002720	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002730	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002740	40	1	\$ 48,372	\$ 3,514	\$ 3,779

Owner	Property ID #'s	Lot Size	Unit Count	Total Par Debt Allocation Per Lot	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
JMBI REAL ESTATE LLC	272634710501002750	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002760	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002770	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002780	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002790	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002800	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002810	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002820	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002830	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002840	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002850	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002860	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002870	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002880	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002890	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002900	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002910	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002920	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002930	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002940	40	1	\$ 48,372	\$ 3,514	\$ 3,779
JMBI REAL ESTATE LLC	272634710501002950	40	1	\$ 48,372	\$ 3,514	\$ 3,779
Platted Totals			295	\$ 15,194,981	\$ 1,103,899	\$ 1,186,988

			Par Per Undeveloped Acre	Total Par Allocated	Net Annual Assessment Allocation	Gross Annual Assessment Allocation
CH Dev LLC	272634710501002980	6.47	\$ 142,044.53	\$ 919,028	\$ 66,766	\$ 71,792
CH Dev LLC	272703000000011010	21.63	\$ 142,044.53	\$ 3,072,423	\$ 223,208	\$ 240,009
CH Dev LLC	272703713500010203	10.03	\$ 142,044.53	\$ 1,424,707	\$ 103,503	\$ 111,294
CH Dev LLC	272703713500010294	0.81	\$ 142,044.53	\$ 115,056	\$ 8,359	\$ 8,988
CH Dev LLC	272703713500010282	2.47	\$ 142,044.53	\$ 350,850	\$ 25,489	\$ 27,407
CH Dev LLC	272703713500010220	9.78	\$ 142,044.53	\$ 1,389,195	\$ 100,924	\$ 108,520
CH Dev LLC	272703713500010231	18.26	\$ 142,044.53	\$ 2,593,733	\$ 188,432	\$ 202,615
CH Dev LLC	272702713000030172	20.13	\$ 142,044.53	\$ 2,859,356	\$ 207,729	\$ 223,365

			Par Per Undeveloped Acre	Total Par Allocated	Net Annual Assessment Allocation	Gross Annual Assessment Allocation
Lowey Watters Investors LLC	272702713000040170	9.44	\$ 142,044.53	\$ 1,340,900	\$ 97,415	\$ 104,747
Northeast Polk Land Investments LLC	272702713000040310	9.45	\$ 142,044.53	\$ 1,342,321	\$ 97,518	\$ 104,858
Northeast Polk Land Investments LLC	272703713500020070	9.66	\$ 142,044.53	\$ 1,372,150	\$ 99,685	\$ 107,188
GLK Real Estate LLC	272710730000010901	5.48	\$ 142,044.53	\$ 778,404	\$ 56,550	\$ 60,807
GLK Real Estate LLC	272710730000011202	7.41	\$ 142,044.53	\$ 1,052,550	\$ 76,467	\$ 82,222
Northeast Polk Land Investments LLC	272710730000012000	13.23	\$ 142,044.53	\$ 1,879,249	\$ 136,525	\$ 146,802
Cassidy Property Investments LLC	272710730000012200	9.67	\$ 142,044.53	\$ 1,373,571	\$ 99,788	\$ 107,299
Cassidy Property Investments LLC	272710730000020500	9.59	\$ 142,044.53	\$ 1,362,207	\$ 98,963	\$ 106,412
Cassidy Property Investments LLC	272710733500006011	0.32	\$ 142,044.53	\$ 45,454	\$ 3,302	\$ 3,551
Flanagan Kenneth Walter Jr	272702713000040190	9.66	\$ 142,044.53	\$ 1,372,150	\$ 99,685	\$ 107,188
Smith Gerald S	272702713000040210	9.63	\$ 142,044.53	\$ 1,367,889	\$ 99,376	\$ 106,856
Smith Gerald S	272702713000040230	9.45	\$ 142,044.53	\$ 1,342,321	\$ 97,518	\$ 104,858
Smith Gerald S	272702713000040251	4.71	\$ 142,044.53	\$ 669,030	\$ 48,604	\$ 52,263
Smith Gerald S	272702713000040260	3.00	\$ 142,044.53	\$ 426,134	\$ 30,958	\$ 33,288
CH Dev LLC	272710730000021201	3.94	\$ 142,044.53	\$ 559,655	\$ 40,658	\$ 43,719
Cassidy Property Investments LLC	272710730000022200	4.95	\$ 142,044.53	\$ 703,120	\$ 51,081	\$ 54,926
JMBI Real Estate	272710730000022700	9.90	\$ 142,044.53	\$ 1,406,241	\$ 102,162	\$ 109,851
Nielsen Jan Douglas	272715739500010050	9.81	\$ 142,044.53	\$ 1,393,457	\$ 101,233	\$ 108,853
Nielsen Jan Douglas	272715739500010011	19.13	\$ 142,044.53	\$ 2,717,312	\$ 197,410	\$ 212,269
Cassidy Property Investments LLC	272715740000000010	24.58	\$ 142,044.53	\$ 3,491,454	\$ 253,650	\$ 272,742
Barnhill Teresa Ann	272702713000030191	30.95	\$ 142,044.53	\$ 4,396,278	\$ 319,385	\$ 343,425
Williams Terry	272702713000030211	31.54	\$ 142,044.53	\$ 4,480,084	\$ 325,473	\$ 349,971
GLK Real Estate LLC	272710730000010904	0.54	\$ 142,044.53	\$ 76,704	\$ 5,572	\$ 5,992
JMBI REAL ESTATE LLC	272634710501002960	71.33	\$ 142,044.53	\$ 10,132,036	\$ 736,081	\$ 791,485
Unplatted Totals		406.95		\$ 57,805,019	\$ 4,199,472	\$ 4,515,561
Totals				\$ 73,000,000	\$ 5,303,371	\$ 5,702,549

Annual Assessment Periods	30
Projected Bond Rate (%)	6.00%
Maximum Annual Debt Service	\$5,303,371

Prepared by: Governmental Management Services - Central Florida, LLC

**SUPPLEMENTAL
ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO**

FOR

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Date: April 5, 2022

Prepared by

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

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

1.0 Introduction

The North Powerline Road Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates issuing \$11,000,000 of tax-exempt bonds (the “Series 2022 Bonds”) for the purpose of financing certain infrastructure improvements for Phase 3 and Phase 4 (“Capital Improvement Plan”, also known as the Assessment Area Two Project) within the District more specifically described in the Third Amended and Restated Engineer’s Report for Capital Improvements dated February 2022 prepared by Absolute Engineering, Inc., as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Capital Improvement Plan that benefit property owners within the District.

1.1 Purpose

This Supplemental Assessment Methodology (the “Assessment Report”) supplements the Amended and Restated Master Assessment Methodology, dated January 19, 2022. The Assessment Report provides for an assessment methodology that allocates the Assessment Area Two Special Assessments to benefiting properties within the District boundaries known as Assessment Area Two. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvement Plan. This Assessment Report may be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance. This Assessment Report is designed to conform to the requirements of Chapters 190, 197 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

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

1.2 Background

The District currently includes approximately 430.38 acres in Polk County, Florida. The development program for Assessment Area Two of the District currently envisions approximately 470 residential units. The proposed development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified or supplemented accordingly.

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

The assessment methodology is a four-step process.

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

1.3 Special Benefits and General Benefits

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

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

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

1.4 Requirements of a Valid Assessment Methodology

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

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

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

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District will be greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Assessment Area Two Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$12,525,000. The District's Underwriter projects that financing costs required to fund a portion of the Assessment Area Two Capital Improvement Plan costs, the cost of issuance of the Assessment Area Two Bonds, the funding of a debt service reserve account and capitalized interest, is \$11,000,000. GLK Real Estate, LLC and CH Dev, LLC as developers (the "Developer") would fund any additional funds needed to complete the Assessment Area Two Capital Improvement Plan. Without the Assessment Area Two Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District anticipates issuing \$11,000,000 in Assessment Area Two Bonds to fund a portion of the District's Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$11,000,000 in debt to the properties benefiting from the Assessment Area Two Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses as identified by the Developer within Assessment Area Two of the District. The District has approved an Engineer's Report that includes estimated construction costs for the Assessment Area Two Capital Improvement Plan needed to support the development, which these construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$12,525,000. The size of the bond issue under current

market conditions needed to generate funds to pay for a portion of the Assessment Area Two Capital Improvement Plan and related costs was determined by the District's Underwriter to total \$11,000,000. It is anticipated that the District will issue less than the full cost to complete the Assessment Area Two Capital Improvement Plan. The Developer will pay the cost to complete the Assessment Area Two Capital Improvement Plan. This obligation is anticipated to be formalized by a Completion Agreement executed at the time of the issuance of bonds. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for Assessment Area Two of the District is completed. Until the platting process occurs, the Assessment Area Two Improvement Plan funded by Assessment Area Two District bonds benefits all developable property within Assessment Area Two of the District.

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

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

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

2.3 Allocation of Benefit

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There are two product types within the planned development. The single family 40/45' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). The Townhome lot is set at .5 ERU. Table 4 shows the allocation of benefit to the particular land uses. It is important to

note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

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

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

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

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

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

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

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

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

Accordingly, no acre or parcel of property within the boundaries of the Assessable Parcels will have a lien for the payment of any non-ad valorem special assessment more than the

determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

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

3.0 True Up Mechanism

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

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

4.0 Assessment Roll

The District will initially distribute the liens across the 470 lots planned for the Assessment Area Two within the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The current assessment roll is attached as Table 7.

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

Land Use	District	ERUs per Unit (1)	Total ERUs
Deer Run Phase 3- Single Family	162	1.00	162
Horse Creek Phase 4 - Townhome	300	0.5	150
Horse Creek Phase 4 - Single Family	8	1.00	8
Total Units	470		320

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

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

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

Capital Improvement Plan ("CIP") (1)	Phase 3	Phase 4	Total
Offsite Improvements	\$ 819,867	\$ 1,297,418	\$ 2,117,285
Stormwater Management	\$ 1,379,692	\$ 2,183,327	\$ 3,563,019
Utilities (Water, Sewer, & Street Lighting)	\$ 1,258,392	\$ 1,991,374	\$ 3,249,766
Roadway	\$ 603,766	\$ 955,444	\$ 1,559,210
Entry Feature	\$ 66,803	\$ 105,713	\$ 172,516
Parks and Amenities	\$ 280,571	\$ 443,996	\$ 724,567
Contingencies	\$ 440,909	\$ 697,729	\$ 1,138,638
	\$ 4,850,000	\$ 7,675,000	\$ 12,525,000

(1) A detailed description of these improvements is provided in the Third Amended and Restated Engineer's Report dated February 2022

Prepared by: Governmental Management Services - Central Florida, LLC

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

Description	Total
Construction Funds - Deer Run	\$ 4,334,131
Construction Funds - Horse Creek 4	\$ 5,267,544
Debt Service Reserve	\$ 695,304
Capitalized Interest	\$ 283,021
Underwriters Discount	\$ 220,000
Cost of Issuance	\$ 200,000
Par Amount*	\$ 11,000,000

Bond Assumptions:	
Average Coupon	4.75%
Amortization	30 years
Capitalized Interest	6.5 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

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

TABLE 4

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Deer Run Phase 3- Single Family	162	1.00	162	50.63%	\$ 4,850,000	\$ 29,938
Horse Creek Phase 4 - Townhome	300	0.50	150	46.88%	\$ 7,286,392	\$ 24,288
Horse Creek Phase 4 - Single Family	8	1.00	8	2.50%	\$ 388,608	\$ 48,576
Totals	470		320	100.00%	\$ 12,525,000	

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Land Use	No. of Units *	Total Improvements		Par Debt at Issue		Par Debt Per		Per Unit
		Costs Per Product	Type	Per Product Type - Before Developer Contribution	Developer Contribution	Product Type After Developer Contribution	Developer Contribution	
Deer Run Phase 3- Single Family	162	\$	4,850,000	\$	6,252,632	\$	1,287,307	\$
Horse Creek Phase 4 - Townhome	300	\$	7,286,392	\$	5,789,474	\$	-	\$
Horse Creek Phase 4 - Single Family	8	\$	388,608	\$	308,772	\$	63,571	\$
Totals	462	\$	12,525,000	\$	12,350,877	\$	1,350,877	\$
								11,000,000

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

Prepared by: Governmental Management Services - Central Florida, LLC

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

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Deer Run Phase 3- Single Family	162	\$ 4,965,325	\$ 30,650	\$ 218,700	\$ 1,350	\$ 1,452
Horse Creek Phase 4 - Townhome	300	\$ 5,789,474	\$ 19,298	\$ 255,000	\$ 850	\$ 914
Horse Creek Phase 4 - Single Family	8	\$ 245,201	\$ 30,650	\$ 10,800	\$ 1,350	\$ 1,452
Totals	470	\$ 11,000,000		\$ 695,304		

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

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

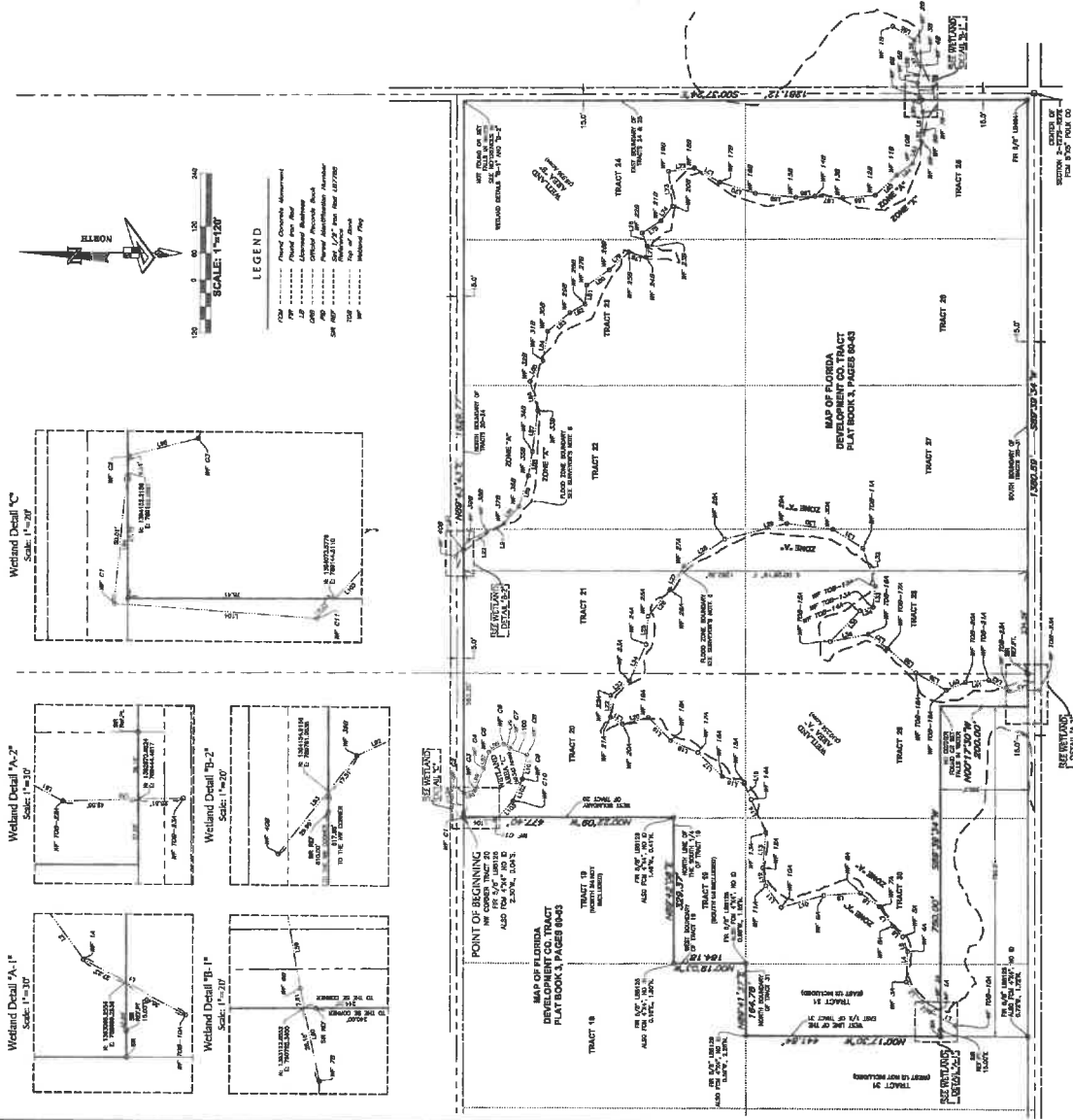
TABLE 7
NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Owner	Property ID #'s	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
CH DEV LLC	See attached legal	53.14	\$122,375	\$ 6,502,737	\$ 411,034	\$ 441,973
GLK REAL ESTATE, LLC	27-27-10-730000-012000	13.23	\$122,375	\$ 1,619,015	\$ 102,337	\$ 110,040
GLK REAL ESTATE, LLC	27-27-10-733500-006011	0.32	\$122,375	\$ 39,160	\$ 2,475	\$ 2,662
GLK REAL ESTATE, LLC	27-27-10-730000-020500	9.59	\$122,375	\$ 1,173,572	\$ 74,181	\$ 79,764
GLK REAL ESTATE, LLC	27-27-10-730000-012200	9.67	\$122,375	\$ 1,183,362	\$ 74,800	\$ 80,430
GLK REAL ESTATE, LLC	27-27-10-730000-021201	3.94	\$122,375	\$ 482,156	\$ 30,477	\$ 32,771
Totals		89.89		\$ 11,000,000	\$ 695,304	\$ 747,639

(1) This amount includes an estimated 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.
* - A portion of this parcel is outside of the boundaries of the CDD.

Annual Assessment Periods	30
Projected Bond Rate (%)	4.75%
Maximum Annual Debt Service	\$695,304

Prepared by: Governmental Management Services - Central Florida, LLC



Wetland Area "A"			LINE DATA TABLE		
Wetland Code Table					
Fig #	Inventory	Mapping	NO.	DESCRIPTION	LENGTH
W1	1530061.000	769712.000	L1	8.25X25.5" C	81.43'
W2	1530147.000	769713.000	L2	8.25X25.5" C	81.43'
W3	1530147.000	769713.000	L3	8.25X25.5" C	81.43'
W4	1530147.000	769713.000	L4	8.25X25.5" C	81.43'
W5	1530147.000	769713.000	L5	8.25X25.5" C	81.43'
W6	1530147.000	769713.000	L6	8.25X25.5" C	81.43'
W7	1530147.000	769713.000	L7	8.25X25.5" C	81.43'
W8	1530147.000	769713.000	L8	8.25X25.5" C	81.43'
W9	1530147.000	769713.000	L9	8.25X25.5" C	81.43'
W10	1530147.000	769713.000	L10	8.25X25.5" C	81.43'
W11	1530147.000	769713.000	L11	8.25X25.5" C	81.43'
W12	1530147.000	769713.000	L12	8.25X25.5" C	81.43'
W13	1530147.000	769713.000	L13	8.25X25.5" C	81.43'
W14	1530147.000	769713.000	L14	8.25X25.5" C	81.43'
W15	1530147.000	769713.000	L15	8.25X25.5" C	81.43'
W16	1530147.000	769713.000	L16	8.25X25.5" C	81.43'
W17	1530147.000	769713.000	L17	8.25X25.5" C	81.43'
W18	1530147.000	769713.000	L18	8.25X25.5" C	81.43'
W19	1530147.000	769713.000	L19	8.25X25.5" C	81.43'
W20	1530147.000	769713.000	L20	8.25X25.5" C	81.43'
W21	1530147.000	769713.000	L21	8.25X25.5" C	81.43'
W22	1530147.000	769713.000	L22	8.25X25.5" C	81.43'
W23	1530147.000	769713.000	L23	8.25X25.5" C	81.43'
W24	1530147.000	769713.000	L24	8.25X25.5" C	81.43'
W25	1530147.000	769713.000	L25	8.25X25.5" C	81.43'
W26	1530147.000	769713.000	L26	8.25X25.5" C	81.43'
W27	1530147.000	769713.000	L27	8.25X25.5" C	81.43'
W28	1530147.000	769713.000	L28	8.25X25.5" C	81.43'
W29	1530147.000	769713.000	L29	8.25X25.5" C	81.43'
W30	1530147.000	769713.000	L30	8.25X25.5" C	81.43'
W31	1530147.000	769713.000	L31	8.25X25.5" C	81.43'
W32	1530147.000	769713.000	L32	8.25X25.5" C	81.43'
W33	1530147.000	769713.000	L33	8.25X25.5" C	81.43'
W34	1530147.000	769713.000	L34	8.25X25.5" C	81.43'
W35	1530147.000	769713.000	L35	8.25X25.5" C	81.43'
W36	1530147.000	769713.000	L36	8.25X25.5" C	81.43'
W37	1530147.000	769713.000	L37	8.25X25.5" C	81.43'
W38	1530147.000	769713.000	L38	8.25X25.5" C	81.43'
W39	1530147.000	769713.000	L39	8.25X25.5" C	81.43'
W40	1530147.000	769713.000	L40	8.25X25.5" C	81.43'
W41	1530147.000	769713.000	L41	8.25X25.5" C	81.43'
W42	1530147.000	769713.000	L42	8.25X25.5" C	81.43'
W43	1530147.000	769713.000	L43	8.25X25.5" C	81.43'
W44	1530147.000	769713.000	L44	8.25X25.5" C	81.43'
W45	1530147.000	769713.000	L45	8.25X25.5" C	81.43'
W46	1530147.000	769713.000	L46	8.25X25.5" C	81.43'
W47	1530147.000	769713.000	L47	8.25X25.5" C	81.

WETLAND AREA "B"

Wetland Point Table

LINE DATA TABLE		
NO.	BEARING	LENGTH
WP 1	13611.61.0000	790003.0000
WP 2	13611.17.0000	790001.0000
WP 3	13612.30.0000	790001.0000
WP 4	13612.30.0000	790002.0000
WP 5	13612.30.0000	790003.0000
WP 6	13612.54.0000	790002.0000
WP 7	13612.11.0000	790025.0000
WP 8	13612.11.0000	790026.0000
WP 9	13612.11.0000	790027.0000
WP 10	13612.11.0000	790028.0000
WP 11	13612.75.0000	790041.0000
WP 12	13612.75.0000	790042.0000
WP 13	13612.75.0000	790043.0000
WP 14	13612.94.0000	790071.1000
WP 15	13612.94.0000	790072.1000
WP 16	13612.94.0000	790073.1000
WP 17	13612.97.0000	790084.1000
WP 18	13612.97.0000	790085.1000
WP 19	13612.97.0000	790086.1000
WP 20	13612.97.0000	790087.1000
WP 21	13612.97.0000	790088.1000
WP 22	13612.97.0000	790089.1000
WP 23	13612.97.0000	790090.1000
WP 24	13612.97.0000	790091.1000
WP 25	13612.97.0000	790092.1000
WP 26	13612.97.0000	790093.1000
WP 27	13612.97.0000	790094.1000
WP 28	13612.97.0000	790095.1000
WP 29	13612.97.0000	790096.1000
WP 30	13612.97.0000	790097.1000
WP 31	13612.97.0000	790098.1000
WP 32	13612.97.0000	790099.1000
WP 33	13612.97.0000	790100.1000
WP 34	13612.97.0000	790101.1000
WP 35	13612.97.0000	790102.1000
WP 36	13612.97.0000	790103.1000
WP 37	13612.97.0000	790104.1000
WP 38	13612.97.0000	790105.1000
WP 39	13612.97.0000	790106.1000
WP 40	13612.97.0000	790107.1000
WP 41	13612.97.0000	790108.1000
WP 42	13612.97.0000	790109.1000
WP 43	13612.97.0000	790110.1000

Wetland Point Data		LINE DATA TABLE		
Point ID	Necking	Turning	Length	Width
W1	2041.5610	1781.1275	161	8.0000
W2	2041.5610	1781.1275	161	8.0000
W3	2041.5610	1781.1275	161	8.0000
W4	2041.5610	1781.1275	161	8.0000
W5	2041.5610	1781.1275	161	8.0000
W6	2041.5610	1781.1275	161	8.0000
W7	2041.5610	1781.1275	161	8.0000
W8	2041.5610	1781.1275	161	8.0000
W9	2041.5610	1781.1275	161	8.0000
W10	2041.5610	1781.1275	161	8.0000
W11	2041.5610	1781.1275	161	8.0000
W12	2041.5610	1781.1275	161	8.0000
W13	2041.5610	1781.1275	161	8.0000
W14	2041.5610	1781.1275	161	8.0000
W15	2041.5610	1781.1275	161	8.0000
W16	2041.5610	1781.1275	161	8.0000
W17	2041.5610	1781.1275	161	8.0000
W18	2041.5610	1781.1275	161	8.0000
W19	2041.5610	1781.1275	161	8.0000
W20	2041.5610	1781.1275	161	8.0000
W21	2041.5610	1781.1275	161	8.0000
W22	2041.5610	1781.1275	161	8.0000
W23	2041.5610	1781.1275	161	8.0000
W24	2041.5610	1781.1275	161	8.0000
W25	2041.5610	1781.1275	161	8.0000
W26	2041.5610	1781.1275	161	8.0000
W27	2041.5610	1781.1275	161	8.0000
W28	2041.5610	1781.1275	161	8.0000
W29	2041.5610	1781.1275	161	8.0000
W30	2041.5610	1781.1275	161	8.0000
W31	2041.5610	1781.1275	161	8.0000
W32	2041.5610	1781.1275	161	8.0000
W33	2041.5610	1781.1275	161	8.0000
W34	2041.5610	1781.1275	161	8.0000
W35	2041.5610	1781.1275	161	8.0000
W36	2041.5610	1781.1275	161	8.0000
W37	2041.5610	1781.1275	161	8.0000
W38	2041.5610	1781.1275	161	8.0000
W39	2041.5610	1781.1275	161	8.0000
W40	2041.5610	1781.1275	161	8.0000
W41	2041.5610	1781.1275	161	8.0000
W42	2041.5610	1781.1275	161	8.0000
W43	2041.5610	1781.1275	161	8.0000
W44	2041.5610	1781.1275	161	8.0000
W45	2041.5610	1781.1275	161	8.0000
W46	2041.5610	1781.1275	161	8.0000
W47	2041.5610	1781.1275	161	8.0000
W48	2041.5610	1781.1275	161	8.0000
W49	2041.5610	1781.1275	161	8.0000
W50	2041.5610	1781.1275	161	8.0000
W51	2041.5610	1781.1275	161	8.0000
W52	2041.5610	1781.1275	161	8.0000
W53	2041.5610	1781.1275	161	8.0000
W54	2041.5610	1781.1275	161	8.0000
W55	2041.5610	1781.1275	161	8.0000
W56	2041.5610	1781.1275	161	8.0000
W57	2041.5610	1781.1275	161	8.0000
W58	2041.5610	1781.1275	161	8.0000
W59	2041.5610	1781.1275	161	8.0000
W60	2041.5610	1781.1275	161	8.0000

06/09	3	2,000,10	8	1/1
07/09	6	2,000,10	8	1/1
08/09	3	2,000,10	8	1/1

REMARKS: parcel of land being all of Tracts 20 through 23, the South 1/4 of Tract 19, and a portion of Tracts 20-21, of the MAP OF FLORIDA DEVELOPMENT CO. TRACT, according to the map or plat hereinbefore referred to, and all of the same, as the same are more particularly described in and by the plat of said map or plat, recorded in Plat Book 3, Pages 64-65 of Public Records of Polk County, Florida, lying in the Northwest 1/4 of Section 2, Township 27 South, Range 27 East, Polk County, Florida, and all of the same, as the same are more particularly described as follows:

[illegible]

containing 53.138 acres, more or less.

[illegible]

Exhibit C

Legal Description of Series 2022 Assessment Area

Exhibit C (CONTINUED)

Legal Description of Series 2022 Assessment Area

Exhibit D: Maturities and Coupons of Series 2022 Bonds

Exhibit E: Sources and Uses of Funds for Series 2022 Bonds

Exhibit F: Annual Debt Service Payment Due on Series 2022 Bonds

SECTION IX

SECTION A

SECTION 1

RESOLUTION 2022-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENITY POLICIES AND RATES INCLUDING SUSPENSION AND TERMINATION POLICIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Powerline Road Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Davenport, Polk County, Florida; and

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the Amenity Policies and Rates (together, “Amenity Rules”), attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board further finds that the imposition of fees for utilization of the recreation facilities and related services is necessary in order to provide for the expenses associated with the operation and maintenance of the recreation facilities and is in the best interests of the District; and

WHEREAS, the Board finds that the fee structure outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption, including holding the requisite public hearing.

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

SECTION 1. The attached Amenity Rules are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amenity Rules shall stay in full force and effect until such time as they are otherwise amended by the Board.

SECTION 2. The fees in **Exhibit A** are just and equitable and have been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

SECTION 3. Fees for use of the District’s recreation facilities and services are adopted in accordance with **Exhibit A** for the purpose of providing revenues to maintain the operation and maintenance of the facilities, and are hereby ratified, approved and confirmed.

SECTION 4. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 20th day of April 2022.

ATTEST:

**NORTH POWERLINE ROAD
COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amenity Policies and Rates

EXHIBIT A

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT

AMENITY POLICIES AND RATES

ADOPTED – APRIL 20, 2022 ¹

¹ LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2021); in accordance with Chapter 190 of the Florida Statutes, and on April 20, 2022, at a duly noticed joint public meeting and after a duly noticed public hearing, the Boards of Supervisors of the North Powerline Road Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services, including the stormwater management facilities and the Amenity Facilities (defined below).

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DEFINITIONS

“Amenities” or “Amenity Facilities”— shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to swimming pool, pool deck, tot lot, playground and lakes, together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” and “Amenity Rates” – shall mean these Amenity Policies and Rates of the North Powerline Road Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Manager” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Amenity Rates” – shall mean those rates and fees established by the Board of Supervisors of the North Powerline Road Community Development District as provided in **Exhibit A** attached hereto.

“Access Card” – shall mean an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the North Powerline Road Community Development District.

“District” – shall mean the North Powerline Road Community Development District.

“District Staff” – shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

“Homeowners Association” or “HOA” or “POA” – shall mean an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

“Household” – shall mean a residential unit or a group of individuals residing within a Patron’s home. ***This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.*** Upon District’s request, proof of residency for individuals over the age of eighteen (18) years may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

“Lakes” or “Ponds” – shall mean those water management and control facilities and waterways within the Districts, including but not limited stormwater management facilities, lakes and ponds.

“Non-Resident” – shall mean any person who does not own property within the District.

“Non-Resident Patron” – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Non-Resident User Fee” or “Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Patron” – shall mean Residents, Guests, Non-Resident Patrons and Renters.

“Renter” – shall mean a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

“Resident” – shall mean any person or Household owning property within the District.

The words "hereof," "herein," "hereto," "hereby," "hereinafter" and "hereunder" and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons and Guests have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at your Own Risk.** *All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, or damage to or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities.*
- (3) **Resident Access and Usage.** In consideration of the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments to property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year. Residents must pay such maintenance special assessments, which covers Annual User Fee applicable to such Resident, entitling the Resident to use the Amenities for the corresponding fiscal year of the District, which fiscal year begins October 1 and ends September 30. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and receive an Access Card.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Annual User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Patron Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron must always accompany its Guests during its Guests' use of the Amenities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. *Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household's access and usage privileges.*
- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Access Card. Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject

to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the department of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) Access Cards.** Access Cards will be issued to each Household at the time they are closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. Access Card shall not be issued to Non-Residents. A maximum of two (2) Access Cards will be issued per Household.

All Patrons must use their Access Cards for entrance to the Amenity Facilities. Each Household will be authorized initial Access Cards free of charge after which a fee shall be charged for each additional Access Card in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances, shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards.

GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website. No Patron or Guest is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:

 - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District staff. Off-road bikes/vehicles (including ATV's) and motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
 - (e) **Fireworks.** Fireworks of any kind are not permitted anywhere on District owned property or adjacent areas.
 - (f) **Skateboards, Etc.** Bicycles, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, open fields, playground area and sidewalks surrounding these areas.
 - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
 - (h) **Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
 - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons and Guests are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
 - (j) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.

- (k) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.
- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons and Guests shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Amenities.
- (p) **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or its contractors may result in suspension or termination of Amenity access and usage privileges.
- (q) **Emergencies.** In the event of an injury, property damage or other emergency, please contact District Staff immediately in accordance with the terms of this policy contained herein.
- (r) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.

SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animals” as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls and fitness center), pools, various sport courts and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health.
- (2) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Minors fourteen (14) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older, always within arm's length when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area.
- (7) **Horseplay** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (8) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (9) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (10) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- (11) **Entrances.** Pool entrances must be kept clear at all times.
- (12) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (13) **Swim Diapers.** Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.

- (14) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.
- (15) **Pool Closure.** In addition to Hillsborough County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:
- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - Operational and mechanical treatments or difficulties affecting pool water quality.
 - For a reasonable period following any mishap that resulted in contamination of pool water.
 - Any other reason deemed to be in the best interests of the District as determined by District staff.
- (16) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (17) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect during the rental of other Amenity areas.
- (18) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.

PLAYGROUND POLICIES

- (1) **Use at Own Risk.** Patrons and Guests may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children fourteen (14) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food & Drink.** No food, drinks or gum are permitted on the playground, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass Containers.** No glass containers are permitted.

LAKES AND PONDS POLICIES

Lakes and Ponds (used interchangeably and reference to one shall implicate the other) within the District primarily function as retention ponds to facilitate the District's system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure the continued operations of the Ponds while allowing limited recreational use of the same.

- (1)** Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulation of any governmental entity relating to the District Lakes.
- (2)** Wading and swimming in District Lakes are prohibited.
- (3)** Patrons may fish from District Lakes. However, the District has a "catch and release" policy for all fish caught in these waters.
- (4)** Pets are not allowed in the District Lakes.
- (5)** Owners of property lying contiguous to the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty, setting and safety of the property.
- (6)** No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
- (7)** No pipes, pumps or other devices used for irrigation or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (8)** No foreign materials may be disposed of in the District Lakes, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (9)** Easements through residential backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10)** Beware of wildlife - water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (11)** Any hazardous condition concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) **General Policy.** All persons using the Amenities and entering District property shall comply with the Amenity Policies established for the safe operations and maintenance of the District's Amenities. District Staff must protect the rights and privileges of rule-abiding Patrons, and inappropriate behavior by Patrons or their Guests will not be tolerated.
- (2) **Suspension of Access and Use Privileges.** The District, through its Board, District Manager, Amenity Manager and District Counsel shall have the right to restrict, suspend or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:
 - Submits false information on any application for use of the Amenities;
 - Permits the unauthorized use of an Access Card;
 - Exhibits unsatisfactory behavior, deportment or appearance;
 - Fails to pay amounts owed to the District in a proper and timely manner;
 - Fails to abide by any District rules or policies (e.g., Amenity Policies);
 - Treats the District's supervisors, staff, general/amenity management, contractors or other representatives, or other residents or guests, in an unreasonable or abusive manner;
 - Damages or destroys District property; or
 - Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors or other representatives, or other residents or guests.
- (3) **Authority of District Staff and Members of the Board of Supervisors.** District Staff or their designee, and any member of the Board of Supervisors, may remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. District Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.
- (4) **Process for Suspension or Termination of Access and Use Privileges.** Subject to the rights of District Staff set forth in Paragraph (3) above, the following process shall govern suspension and termination of privileges:
 - (a) Offenses:
 - i. First Offense: Verbal warning by District Staff and suspension from the Amenities for up to one (1) week from the commencement of the suspension. Violation is recorded by District Staff, signed by the individual offender(s), and held on file by the District.
 - ii. Second Offense: Automatic suspension of all Amenity privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District.
 - iii. Third Offense: Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.
 - (b) Each offense shall expire one (1) year after such offense was committed, at which time the

number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses

- (c) Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender's privileges, which suspension or termination may include members of the offender's Household and may, upon the first offense, equal to or exceed one year. Situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.
- (d) Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final and binding.

- (5) **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Paragraph 2 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron, Guest or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities" shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

The above Amenity Policies and Rates were adopted on April 20, 2022 by the Board of Supervisors for the North Powerline Road Community Development District, at a duly noticed public hearing and meeting.

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amenity Rates

Exhibit B: Amenity Access Registration Form

EXHIBIT A
AMENITY RATES

TYPE	RATE
Annual User Fee	\$2,500.00
Replacement Access Card	\$30.00

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

**NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
AMENITIES ACCESS REGISTRATION FORM**

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____

CELL PHONE: _____

EMAIL ADDRESS: _____

ADDITIONAL RESIDENT 1: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 2: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 3: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 4: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 5: _____

DOB IF UNDER 18 _____

ACCEPTANCE:

I acknowledge receipt of the Access Card(s) for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the District for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Access Card. It is understood that Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable Replacement Access Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenity Facilities (as defined in the District's Amenity Policies & Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Patron (Parent or Legal Guardian if Minor)

Date

AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the North Powerline Road Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Signature of Patron

State of Florida

County of _____

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of ____, 20__, by _____ who is [] personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Official Notary Public Signature _____

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies and Rates** of the North Powerline Road Community Development District.

Signature of Patron
(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

Please refer to the **Amenity Policies and Rates** for the most current policies regarding guests.

PLEASE RETURN THIS FORM TO:

North Powerline Road Community Development District
Attn: Stephanie Louis
219 East Livingston Street
Orlando, Florida 32801
Telephone: (407) 841-5524
Email: amenityaccess@gmscfl.com

OFFICE USE ONLY:

Date Received

Date Entered in System

Staff Member Signature

PRIMARY RESIDENT:

Access Card #

ADDITIONAL INFORMATION:

Phase ____ – ____ Phase ____ – ____ Phase ____ – ____

New Construction: ____ Re-Sale: ____ Prior Owner: _____

Rental: ____ Landlord/Owner: _____

Lease Term: _____ Tenant/Renter: _____

SECTION X

SECTION C

North Powerline Road CDD

Field Management Report



April 20th, 2022

Clayton Smith

Field Services Manager

GMS

Complete

Amenity Review

- Reviewed options to reduce tree trash in ponds.
- Pond vendor



Complete

Landscape Review and General Maint

- Weekly mowing has begun.
- Scheduling plant replacements with landscaper.



Complete

Landscape Review and General Maint



In Progress

Amenity odds and ends

- ✚ Pending: Permanent garbage cans
- ✚ Tables pending.
- ✚ Playground



Site Items

Trees

- ✚ Trees cannot be removed.
- ✚ Getting proposal for
- ✚ May require increased maintenance costs to keep pool and jets clean.



Bridge and Sod

- ✚ Bridge area progress
- ✚ Sod



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at csmith@gmscfl.com. Thank you.

Respectfully,
Clayton Smith

SECTION 1

*Item will be
provided under
separate cover.*

SECTION D

SECTION 1

North Powerline Road Community Development District

Summary of Checks

March 9, 2022 to April 12, 2022

Bank	Date	Check No.'s	Amount
General Fund	3/16/22	291 - 296	\$ 20,011.42
	3/24/22	297 - 301	\$ 957.50
	3/25/22	302	\$ 137,529.70
	4/7/22	303 - 306	\$ 6,411.08
			\$ 164,909.70

*** CHECK DATES 03/09/2022 - 04/12/2022 ***
 VILLAMAR CDD - GENERAL FUND
 BANK A VILLAMAR CDD

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
3/24/22	00010	3/17/22 BW031720	202203 310-51300-11000	SUPERVISOR FEE 03/17/22	*	200.00	
				BRIAN WALSH			200.00 000297
3/24/22	00033	3/17/22 B10033	202203 330-53800-48300	FL POOL RULES SIGN	*	107.50	
				COMPLETE POOL CARE INC			107.50 000298
3/24/22	00044	3/11/22 59727	202203 310-51300-42500	SUPPLEMENT TO OS SER.2022	*	250.00	
				IMAGEMASTER LLC			250.00 000299
3/24/22	00008	3/17/22 LS031720	202203 310-51300-11000	SUPERVISOR FEE 03/17/22	*	200.00	
				LAUREN SCHWENK			200.00 000300
3/24/22	00025	3/17/22 PM031720	202203 310-51300-11000	SUPERVISOR FEE 03/17/22	*	200.00	
				PATRICK MARONE			200.00 000301
3/25/22	00014	3/25/22 03252022	202203 300-20700-10000	ASSMNT TRANSFER - S2019	*	70,029.70	
		3/25/22 03252022	202203 300-20700-10000	D ASSMNT TRANSFER - S2020	*	67,500.00	
				VILLAMAR CDD C/O USBANK			137,529.70 000302
4/07/22	00033	4/01/22 B10045	202204 330-53800-48100	POOL MAINTENANCE - APR 22	*	1,350.00	
				COMPLETE POOL CARE INC			1,350.00 000303
4/07/22	00034	3/24/22 7091	202203 330-53800-48500	MTHLY CLEANING SVC-MAR 22	*	450.00	
				CSS CLEAN STAR SERVICES CENTRAL FL			450.00 000304
4/07/22	00039	2/10/22 1309	202201 310-51300-49100	BOUNDARY AMENDMENT #BA1-6	*	399.00	
				KE LAW GROUP, PLLC			399.00 000305
4/07/22	00015	4/01/22 5706	202204 320-53800-46200	LAWN MAINTENANCE - APR 22	*	4,212.08	
				PRINCE & SONS INC.			4,212.08 000306

TOTAL FOR BANK A 164,909.70

TOTAL FOR REGISTER 164,909.70

VMCD VILLAMAR CDD MBYINGTON

SECTION 2

North Powerline Road
Community Development District

Unaudited Financial Reporting
March 31, 2022



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Series 2020 Debt Service Fund</u>
5	<u>Series 2020 Capital Projects Fund</u>
6-7	<u>Month to Month</u>
8	<u>Long Term Debt Summary</u>
9	<u>Assessment Receipt Schedule</u>

North Powerline Road

Community Development District

Combined Balance Sheet

March 31, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:				
Cash:				
Operating Account	\$ 241,157	\$ -	\$ -	\$ 241,157
Capital Projects Account	\$ -	\$ -	\$ 82,577	\$ 82,577
Investments:				
Series 2020				
Reserve	\$ -	\$ 356,900	\$ -	\$ 356,900
Revenue	\$ -	\$ 709,847	\$ -	\$ 709,847
Prepayment	\$ -	\$ 21,501	\$ -	\$ 21,501
Construction - Phase 1	\$ -	\$ -	\$ 18,058	\$ 18,058
Due from Developer	\$ 45,000	\$ -	\$ -	\$ 45,000
Total Assets	\$ 286,156	\$ 1,088,248	\$ 100,635	\$ 1,475,039
Liabilities:				
Accounts Payable	\$ 354	\$ -	\$ -	\$ 354
Contracts Payable	\$ -	\$ -	\$ 81,577	\$ 81,577
Retainage Payable	\$ -	\$ -	\$ 13,426	\$ 13,426
Total Liabilities	\$ 354	\$ -	\$ 95,004	\$ 95,357
Fund Balance:				
Restricted for:				
Debt Service - Series 2020	\$ -	\$ 1,088,248	\$ -	\$ 1,088,248
Capital Projects - Series 2020	\$ -	\$ -	\$ 5,632	\$ 5,632
Unassigned	\$ 285,803	\$ -	\$ -	\$ 285,803
Total Fund Balances	\$ 285,803	\$ 1,088,248	\$ 5,632	\$ 1,379,682
Total Liabilities & Fund Balance	\$ 286,156	\$ 1,088,248	\$ 100,635	\$ 1,475,039

North Powerline Road

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending March 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/22	Thru 03/31/22	Variance
Revenues:				
Assessments - Tax Roll	\$ 194,089	\$ 191,914	\$ 191,914	\$ -
Assessments - Direct Bill	\$ 240,341	\$ 658	\$ 658	\$ -
Assessments - Lot Closings	\$ -	\$ -	\$ 178,299	\$ 178,299
Boundary Amendment Contributions	\$ -	\$ -	\$ 11,689	\$ 11,689
Interest	\$ -	\$ -	\$ 10	\$ 10
Total Revenues	\$ 434,430	\$ 192,572	\$ 382,570	\$ 189,998
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 6,000	\$ 4,200	\$ 1,800
Engineering	\$ 20,000	\$ 10,000	\$ 1,528	\$ 8,473
Attorney	\$ 30,000	\$ 15,000	\$ 12,016	\$ 2,984
Annual Audit	\$ 5,500	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 1,350	\$ 450	\$ 450	\$ -
Dissemination	\$ 7,000	\$ 2,500	\$ 2,500	\$ -
Trustee Fees	\$ 10,650	\$ 4,041	\$ 4,041	\$ -
Management Fees	\$ 36,050	\$ 18,025	\$ 18,025	\$ (0)
Information Technology	\$ 1,800	\$ 900	\$ 900	\$ -
Website Maintenance	\$ 1,200	\$ 600	\$ 600	\$ -
Telephone	\$ 300	\$ 150	\$ -	\$ 150
Postage & Delivery	\$ 1,000	\$ 500	\$ 402	\$ 98
Insurance	\$ 6,000	\$ 6,000	\$ 5,570	\$ 430
Printing & Binding	\$ 1,000	\$ 500	\$ 128	\$ 372
Legal Advertising	\$ 10,000	\$ 5,000	\$ 6,359	\$ (1,359)
Other Current Charges	\$ 5,000	\$ 2,500	\$ 260	\$ 2,240
Boundary Amendment Expenses	\$ -	\$ -	\$ 11,689	\$ (11,689)
Office Supplies	\$ 625	\$ 313	\$ 18	\$ 295
Travel Per Diem	\$ 660	\$ 330	\$ -	\$ 330
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 155,310	\$ 77,983	\$ 73,860	\$ 4,123

North Powerline Road

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending March 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/22	Thru 03/31/22	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Property Insurance	\$ 5,000	\$ 5,000	\$ 5,925	\$ (925)
Field Management	\$ 15,000	\$ 7,500	\$ 4,375	\$ 3,125
Landscape Maintenance	\$ 80,000	\$ 40,000	\$ 11,847	\$ 28,153
Landscape Replacement	\$ 5,000	\$ 2,500	\$ -	\$ 2,500
Lake Maintenance	\$ 12,000	\$ 6,000	\$ 1,332	\$ 4,668
Streetlights	\$ 48,000	\$ 24,000	\$ 16,397	\$ 7,603
Electric	\$ 3,600	\$ 3,600	\$ 3,715	\$ (115)
Water & Sewer	\$ 2,400	\$ 1,200	\$ -	\$ 1,200
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 1,250	\$ -	\$ 1,250
Irrigation Repairs	\$ 5,000	\$ 2,500	\$ 117	\$ 2,383
General Repairs & Maintenance	\$ 5,000	\$ 2,500	\$ -	\$ 2,500
Contingency	\$ 7,500	\$ 3,750	\$ 119	\$ 3,631
Subtotal Field Expenditures	\$ 191,000	\$ 99,800	\$ 43,827	\$ 55,973
Amenity Expenditures				
Amenity - Electric	\$ 14,400	\$ 7,200	\$ 1,697	\$ 5,503
Amenity - Water	\$ 3,500	\$ 1,750	\$ 581	\$ 1,169
Playground Lease	\$ 14,000	\$ 7,000	\$ -	\$ 7,000
Internet	\$ 3,000	\$ 1,500	\$ 202	\$ 1,298
Pest Control	\$ 720	\$ 360	\$ -	\$ 360
Janitorial Services	\$ 8,500	\$ 4,250	\$ 354	\$ 3,896
Security Services	\$ 7,500	\$ 5,589	\$ 5,589	\$ -
Pool Maintenance	\$ 18,000	\$ 9,000	\$ 3,000	\$ 6,000
Amenity Access Management	\$ 5,000	\$ 2,500	\$ 417	\$ 2,083
Amenity Repairs & Maintenance	\$ 1,000	\$ 500	\$ 160	\$ 340
Contingency	\$ 7,500	\$ 3,750	\$ -	\$ 3,750
Subtotal Amenity Expenditures	\$ 83,120	\$ 43,399	\$ 11,998	\$ 31,400
Total Operations & Maintenance	\$ 274,120	\$ 143,199	\$ 55,826	\$ 87,373
Total Expenditures	\$ 429,430	\$ 221,182	\$ 129,686	\$ 91,496
Excess (Deficiency) of Revenues over Expenditures	\$ 5,000		\$ 252,884	
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ (5,000)	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ (5,000)	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -		\$ 252,884	
Fund Balance - Beginning	\$ -		\$ 32,919	
Fund Balance - Ending	\$ -		\$ 285,803	

North Powerline Road

Community Development District

Debt Service Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending March 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/22	Thru 03/31/22	Variance
Revenues:				
Assessments - Tax Roll	\$ 357,687	\$ 353,678	\$ 353,678	\$ -
Assessments - Direct Bill	\$ 356,049	\$ -	\$ -	\$ -
Assessments - Lot Closings	\$ -	\$ -	\$ 356,148	\$ 356,148
Assessments - Prepayments	\$ -	\$ -	\$ 21,501	\$ 21,501
Interest	\$ -	\$ -	\$ 25	\$ 25
Total Revenues	\$ 713,735	\$ 353,678	\$ 731,352	\$ 377,674
Expenditures:				
Interest - 11/1	\$ 232,922	\$ 232,922	\$ 232,922	\$ -
Principal - 5/1	\$ 250,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 232,922	\$ -	\$ -	\$ -
Total Expenditures	\$ 715,844	\$ 232,922	\$ 232,922	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (2,108)		\$ 498,430	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ (356,896)	\$ (356,896)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (356,896)	\$ (356,896)
Net Change in Fund Balance	\$ (2,108)		\$ 141,534	
Fund Balance - Beginning	\$ 232,926		\$ 946,714	
Fund Balance - Ending	\$ 230,818		\$ 1,088,248	

North Powerline Road

Community Development District

Capital Projects Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending March 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/22	Thru 03/31/22	Variance
Revenues				
Developer Contributions	\$ -	\$ -	\$ 2,052,004	\$ 2,052,004
Interest	\$ -	\$ -	\$ 2	\$ 2
Total Revenues	\$ -	\$ -	\$ 2,052,006	\$ 2,052,006
Expenditures:				
Capital Outlay - Phase 1	\$ -	\$ -	\$ 905,074	\$ (905,074)
Capital Outlay - Phase 2	\$ -	\$ -	\$ 1,227,311	\$ (1,227,311)
Total Expenditures	\$ -	\$ -	\$ 2,132,386	\$ (2,132,386)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (80,379)	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 356,896	\$ 356,896
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 356,896	\$ 356,896
Net Change in Fund Balance	\$ -		\$ 276,517	
Fund Balance - Beginning	\$ -		\$ (270,885)	
Fund Balance - Ending	\$ -		\$ 5,632	

North Powerline Road
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 666	\$ 40,510	\$ 2,690	\$ 144,616	\$ 3,432	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 191,914
Assessments - Direct Bill	\$ -	\$ -	\$ -	\$ -	\$ 658	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 658
Assessments - Lot Closings	\$ -	\$ 105,269	\$ -	\$ 73,030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 178,299
Boundary Amendment Contributions	\$ -	\$ 2,914	\$ -	\$ 4,367	\$ -	\$ 4,408	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,689
Interest	\$ 1	\$ 0	\$ 1	\$ 1	\$ 3	\$ 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10
Total Revenues	\$ 1	\$ 108,848	\$ 40,511	\$ 80,088	\$ 145,277	\$ 7,844	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 382,570

Expenditures:

General & Administrative:

Supervisor Fees	\$ 600	\$ 600	\$ 800	\$ 800	\$ 600	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,200
Engineering	\$ 118	\$ 118	\$ 118	\$ -	\$ 1,175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,528
Attorney	\$ 927	\$ 2,325	\$ 1,641	\$ 3,142	\$ 3,983	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,016
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Trustee Fees	\$ -	\$ -	\$ -	\$ 4,041	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,041
Management Fees	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,025
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 29	\$ 31	\$ 60	\$ 71	\$ 162	\$ 49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 402
Insurance	\$ 5,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,570
Printing & Binding	\$ 4	\$ 7	\$ 1	\$ 1	\$ 103	\$ 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128
Legal Advertising	\$ 1,178	\$ 805	\$ -	\$ 441	\$ 3,935	\$ -	\$ -	\$ 441	\$ -	\$ -	\$ -	\$ -	\$ 6,359
Other Current Charges	\$ 33	\$ 39	\$ 41	\$ 41	\$ 66	\$ 39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 260
Boundary Amendment Expenses	\$ 2,436	\$ 2,914	\$ 1,931	\$ 338	\$ 4,071	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,689
Office Supplies	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 19,744	\$ 10,511	\$ 8,715	\$ 12,547	\$ 17,769	\$ 4,574	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,860

North Powerline Road
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ 5,925	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,925
Field Management	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 1,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,375
Landscape Maintenance	\$ 1,300	\$ 1,889	\$ 1,889	\$ 1,889	\$ 1,889	\$ 2,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,847
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Maintenance	\$ -	\$ -	\$ -	\$ 444	\$ 444	\$ 444	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,332
Streetlights	\$ -	\$ -	\$ -	\$ 6,817	\$ 7,081	\$ 2,499	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,397
Electric	\$ -	\$ -	\$ -	\$ 3,183	\$ 128	\$ 404	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,715
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ 117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ 25	\$ -	\$ 94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 119
Subtotal Field Expenditures	\$ 1,925	\$ 2,514	\$ 2,514	\$ 12,983	\$ 16,210	\$ 7,681	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,827
Amenity Expenditures													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ 230	\$ 1,467	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,697
Amenity - Water	\$ -	\$ -	\$ 324	\$ -	\$ 257	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 581
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 202	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 202
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 354	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 354
Security Services	\$ -	\$ -	\$ -	\$ 2,000	\$ 3,589	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,589
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 417
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ 160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Amenity Expenditures	\$ -	\$ -	\$ 324	\$ 2,160	\$ 5,576	\$ 3,939	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,998
Total Operations & Maintenance	\$ 1,925	\$ 2,514	\$ 2,838	\$ 15,143	\$ 21,786	\$ 11,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,826
Total Expenditures	\$ 21,669	\$ 13,025	\$ 11,553	\$ 27,690	\$ 39,555	\$ 16,194	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129,686
Excess (Deficiency) of Revenues over Expenditures	\$ (21,668)	\$ 95,823	\$ 28,959	\$ 52,398	\$ 105,722	\$ (8,349)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 252,884
Other Financing Sources/Uses:													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (21,668)	\$ 95,823	\$ 28,959	\$ 52,398	\$ 105,722	\$ (8,349)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 252,884

North Powerline Road

Community Development District

Long Term Debt Report

Series 2020, Special Assessment Revenue Bonds		
Maturity Date:	5/1/2051	
Reserve Fund Definition	50% Maximum Annual Debt Service	
Reserve Fund Requirement	\$356,900	
Reserve Fund Balance	\$356,900	
Bonds Outstanding - 12/14/20		\$12,685,000
Current Bonds Outstanding		\$12,685,000

North Powerline Road
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2022

Gross Assessments \$ 208,697.75 \$ 384,609.20 \$ 593,306.95
Net Assessments \$ 194,088.91 \$ 357,686.56 \$ 551,775.46

ON ROLL ASSESSMENTS

							35.18%	64.82%	100.00%
<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Discount/Penalty</i>	<i>Commission</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>Series 2020 Debt Service</i>	<i>Total</i>
11/30/21	ACH	\$2,011.21	(\$80.43)	(\$38.62)	\$0.00	\$1,892.16	\$665.57	\$1,226.59	\$1,892.16
12/14/21	ACH	\$102,571.71	(\$4,101.93)	(\$1,969.40)	\$0.00	\$96,500.38	\$33,944.34	\$62,556.04	\$96,500.38
12/17/21	ACH	\$8,044.84	(\$321.72)	(\$154.46)	\$0.00	\$7,568.66	\$2,662.30	\$4,906.36	\$7,568.66
12/27/21	1% Fee Adj	(\$5,933.07)	\$0.00	\$0.00	\$0.00	(\$5,933.07)	(\$2,086.98)	(\$3,846.09)	(\$5,933.07)
12/31/21	ACH	\$18,100.89	(\$723.87)	(\$347.54)	\$0.00	\$17,029.48	\$5,990.18	\$11,039.30	\$17,029.48
01/18/22	ACH	\$8,044.84	(\$241.36)	(\$156.07)	\$0.00	\$7,647.41	\$2,690.00	\$4,957.41	\$7,647.41
02/18/22	ACH	\$432,410.15	(\$12,889.47)	(\$8,390.41)	\$0.00	\$411,130.27	\$144,616.48	\$266,513.79	\$411,130.27
03/16/22	ACH	\$10,056.05	(\$100.60)	(\$199.11)	\$0.00	\$9,756.34	\$3,431.83	\$6,324.51	\$9,756.34
TOTAL		\$ 575,306.62	\$ (18,459.38)	\$ (11,255.61)	\$ -	\$ 545,591.63	\$ 191,913.72	\$ 353,677.91	\$ 545,591.63

99%	Net Percent Collected
\$ 6,183.83	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

CH DEV LLC 2022 - 01			Net Assessments	\$535,005.35	\$178,956.56	\$356,048.79
<i>Date Received</i>	<i>Due Date</i>	<i>Check Number</i>	<i>Net Assessed</i>	<i>Amount Received</i>	<i>Operations & Maintenance</i>	<i>Series 2020 Debt Service</i>
2/24/22	11/1/21	1102	\$267,502.67	\$657.93	\$657.93	\$0.00
	2/1/22		\$133,751.34	*		
	5/1/22		\$133,751.34	*		
			\$535,005.35	\$657.93	\$657.93	\$0.00

CH DEV LLC 2022-02			Net Assessments	\$61,384.70	\$61,384.70
<i>Date Received</i>	<i>Due Date</i>	<i>Check Number</i>	<i>Net Assessed</i>	<i>Amount Received</i>	<i>Operations & Maintenance</i>
	11/1/21		\$30,692.35	*	
	1/1/22		\$15,346.18	*	
	5/1/22		\$15,346.18	*	
			\$61,384.71	\$0.00	\$0.00

*Remaining amounts to be collected at lot closings