

*Westside Haines City  
Community Development District*

*Meeting Agenda*

*July 15, 2021*

# AGENDA

# *Westside Haines City*

## *Community Development District*

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219 E. Livingston St., Orlando, Florida 32801

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

July 8, 2021

**Board of Supervisors  
Westside Haines City  
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Westside Haines City Community Development District** will be held **Thursday, July 15, 2021, at 10:00 AM at 346 East Central Ave., Winter Haven, FL 33880.**

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

**Meeting ID:** 816 2222 6050

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the June 17, 2021 Board of Supervisors Meeting
4. Presentation of Supplemental Assessment Methodology for Assessment Area One
5. Consideration of Resolution 2021-35 Supplemental Assessment Resolution (Series 2021)
  - A. Consideration of Notice of Lien of Special Assessments (Series 2021)
6. Consideration of Developer Agreements for Series 2021 (AA1)
  - A. Lennar
    - i. True-Up Agreement
    - ii. Declaration of Consent
  - B. GLK Real Estate
    - i. True-Up Agreement
    - ii. Acquisition Agreement
    - iii. Completion Agreement
    - iv. Declaration of Consent

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

- v. Collateral Assignment Agreement
- 7. Consideration of Assignment Packages for:
  - A. Cascades Phase 1A
  - B. Cascades Phase 1B
- 8. Discussion and Consideration of form of Temporary Construction and Access Easement Agreement for:
  - A. Cascades Phase 1A
  - B. Cascades Phase 2B
  - C. Brentwood Phase 1
  - D. Cascades Phase 2
- 9. Consideration of Construction Funding Agreement with GLK Real Estate, LLC
- 10. Consideration of Resolution 2021-36 Direct Purchase Resolution
- 11. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet & Income Statement
- 12. Other Business
- 13. Supervisors Requests and Audience Comments
- 14. Adjournment



# MINUTES

**MINUTES OF MEETING  
WESTSIDE HAINES CITY  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Westside Haines City Community Development District was held Monday, **June 17, 2021** at 10:00 a.m. at 346 E. Central Avenue, Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Lauren Schwenk	Vice Chairman
Patrick Marone	Assistant Secretary
Justin Frye	Assistant Secretary
April Payeur	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Roy Van Wyk	Hopping, Green & Sams
Rey Malave <i>via Zoom</i>	Dewberry
Ashton Bligh	Greenberg

**FIRST ORDER OF BUSINESS**

**Introduction**

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns noted no members of the public were present in person or via Zoom.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the May 20, 2021  
Board of Supervisors Meeting and  
Landowner Election, and the June 3, 2021  
Board of Supervisors Meeting**

Ms. Burns presented the May 20, 2021 board of supervisors meeting minutes and the June 3, 2021 meeting board of supervisors meeting. She asked if there were any questions, comments, or changes, and hearing none asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Ms. Payeur, with all in favor, Minutes of the May 20, 2021 Board of Supervisors Meeting and Landowner Election and the June 3, 2021 Board of Supervisors Meeting, were approved.

**FOURTH ORDER OF BUSINESS****Consideration of Resolution 2021-32  
Delegation Resolution**

Ms. Bligh presented the delegation resolution, noting that it was a supplemental resolution that was contemplated when the Board had adopted the original bond resolution. She added that the resolution had exhibits to sell one series of bonds not to exceed \$22 million and that this was for projects to be completed in Brentwood Phase 1 and Cascade Phases 1 and 2. She also listed the documents attached including the supplemental indenture, the bond purchase contract, the preliminary limited offering memorandum, a Rule 15C212 certificate, and a Continuing Disclosure Agreement. She pointed out sections 4 and 5 to the Board and asked the Board if they had any questions. Hearing none, Ms. Burns asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Resolution 2021-32 Delegation Resolution, was approved.

**FIFTH ORDER OF BUSINESS****Public Hearing****A. Public Hearing on the Adoption of the Fiscal Year 2021/2022 Budget****i. Consideration of Resolution 2021-33 Adoption of the District's Fiscal  
Year 2021/2022 Budget and Appropriating Funds**

Ms. Burns asked for a motion to open the public hearing.

On MOTION by Mr. Heath, seconded by Ms. Payeur, with all in favor, the Opening of the Public Hearing, was approved.

Ms. Burns stated that the resolution was included in the agenda package and noted that the budget remained unchanged. She asked if anyone had any questions, and hearing none, asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Ms. Payeur, with all in favor, Resolution 2021-33 Adoption of the District's Fiscal Year 2021/2022 Budget and Appropriating Funds, was approved.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Closing of the Public Hearing, was approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-34  
Designation of Regular Monthly Meeting  
Date, Time, and Location for Fiscal Year  
2022**

Ms. Burns asked if the current schedule, the third Thursday of each month at 10:00 a.m., still worked for the Board, and they responded yes. She asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Marone, with all in favor, Resolution 2021-34 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2022 for the Third Thursday of Every Month at 10 a.m., was approved.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Van Wyk stated that they had the bond validation on June 7<sup>th</sup> and that they were ready to move forward with the finance portion. Ms. Bligh asked when the date for financing was set for, and Mr. Van Wyk confirmed that it was June 19<sup>th</sup>. Ms. Bligh noted that it had originally been the 12<sup>th</sup>, and Ms. Burns stated she would see if that date worked for all parties.

**B. Engineer**

Mr. Malave stated he had nothing new to report to the Board.

**C. District Manager's Report**

Ms. Burns had nothing new to report to the Board.

**EIGHTH ORDER OF BUSINESS**

**Other Business**

Ms. Burns stated there was no other business to discuss.

**NINTH ORDER OF BUSINESS**

**Supervisors Requests and Audience  
Comments**

Ms. Burns stated there was no other business to discuss.

**TENTH ORDER OF BUSINESS**

**Adjournment**

Ms. Burns adjourned the meeting.

On MOTION by Mr. Heath seconded by Ms. Payeur, with all in favor, the meeting was adjourned.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

**SUPPLEMENTAL  
ASSESSMENT METHODOLOGY - ASSESSMENT AREA ONE**

**FOR**

**WESTSIDE HAINES CITY  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: July 7, 2021**

**Prepared by**

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

## Table of Contents

1.0 Introduction.....	3
1.1 Purpose.....	3
1.2 Background.....	3
1.3 Special Benefits and General Benefits .....	4
1.4 Requirements of a Valid Assessment Methodology .....	5
1.5 Special Benefits Exceed the Costs Allocated .....	5
2.0 Assessment Methodology .....	5
2.1 Overview .....	5
2.2 Allocation of Debt.....	6
2.3 Allocation of Benefit .....	7
2.4 Lienability Test: Special and Peculiar Benefit to the Property .....	7
2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments .....	7
3.0 True-Up Mechanism .....	8
4.0 Assessment Roll.....	9
5.0 Appendix .....	10
Table 1: Development Program .....	10
Table 2: Capital Improvement Cost Estimates.....	11
Table 3: Bond Sizing .....	12
Table 4: Allocation of Improvement Costs .....	13
Table 5: Allocation of Total Par Debt to Each Product Type.....	14
Table 6: Par Debt and Annual Assessments .....	15
Table 7: Preliminary Assessment Roll .....	16

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## **1.0 Introduction**

The Westside Haines City 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 will issue \$19,810,000 of tax-exempt bonds (the “Bonds”) for the purpose of financing certain Assessment Area One infrastructure improvements (“Assessment Area One Capital Improvement Plan”) within the District more specifically described in the Engineer’s Report dated March 29, 2021 prepared by Dewberry Engineers Inc., Brentwood – Phase 1, Cascades Phase 1 and Phase 2 (collectively known as “Assessment Area One”) as described on Composite Exhibit 7, 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 Assessment Area One Capital Improvements or Assessment Area One Capital Improvement Plan (“Capital Improvements”) that benefit property owners within Assessment Area One of the District.

### **1.1 Purpose**

This Supplemental Assessment Methodology for Assessment Area One (the “Supplemental Report”) which supplements the certain Master Assessment Methodology dated March 29, 2021 (the “Master Report”) and together with the Supplemental Report (the “Assessment Report”), provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Assessment Area One Capital Improvements. This Assessment Report may be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Assessment Area One 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 Assessment Area One of 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 599.92 gross developable acres within Haines City, Florida. The development program for Assessment Area One of the District currently envisions approximately 897 residential units. The proposed development

program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

The Assessment Area One Capital Improvements contemplated by the District in the Assessment Area One Capital Improvement Plan will provide facilities that benefit certain property within Assessment Area One 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 Improvements.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvements.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvements.
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 and type of platted units.

### **1.3 Special Benefits and General Benefits**

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, 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 One Capital Improvement Plan enables properties within the boundaries of Assessment Area One of the District to be developed. Without the District's Assessment Area One Capital Improvement Plan, there would be no infrastructure to support development of land within Assessment Area One of the District. Without these improvements, development of the property within Assessment Area One of the District would be prohibited by law.

The general public and property owners outside of Assessment Area One of the District may benefit from the provision of the Assessment Area One Capital Improvements. However, any such benefit will be incidental for the purpose of the Assessment Area One Capital Improvement Plan, which is designed solely to meet the needs of property within the Assessment Area One of the District. Properties outside of Assessment Area One of the District boundaries do not depend upon the District's Assessment Area One

Capital Improvements. The property owners within Assessment Area One of the District are therefore receiving special benefits not received by the general public and those outside Assessment Area One 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 Capital Improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated or apportioned 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 Will Equal or Exceed the Costs Allocated**

The special benefits provided to the property within Assessment Area One of the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Assessment Area One Capital Improvement Plan that is necessary to support full development of property within Assessment Area One of the District will cost approximately \$22,425,000. The District's Underwriter projects that financing costs required to fund the Assessment Area One Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be \$19,810,000. Without the Assessment Area One Capital Improvement Plan, the property within Assessment Area One of 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 will issue \$19,810,000 in Bonds in one or more series to fund a portion of the District's Assessment Area One 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 \$19,810,000 in debt to the properties within Assessment Area One of the District benefiting from the Assessment Area One Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within Assessment Area One of the District. The District has commissioned

an Engineer's Report that includes estimated construction costs for the Assessment Area One Capital Improvements needed to support the development; these construction costs are outlined in Table 2. The Assessment Area One Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$22,425,000. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for a portion of the Assessment Area One Capital Improvements and related costs to total \$19,810,000. 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 Assessment Area One of the District is completed. Until the platting process occurs, the Assessment Area One Capital Improvements funded by District Bonds benefits all acres within Assessment Area One of the District.

The initial assessments will be levied on an equal basis to all gross acreage within Assessment Area One of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all the lands within Assessment Area One of the District are benefiting from the Assessment Area One Capital Improvements. If any parcel, or part thereof, is sold to a builder or other third party prior to platting, the assessments will be allocated to such parcel of land based on the development plan associated with that parcel, or part thereof. The owner of that parcel, or part thereof, would be responsible for any true-up payment due in accordance with Section 3.0.

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 Special 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 assigned properties within Assessment Area One of 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 Assessment Area One 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 three product types 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 product type. It is important to note that the benefit derived from the Assessment Area One Capital Improvements on a particular unit will exceed the cost that the unit 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 One Capital Improvements 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. The benefit from the Assessment Area One Capital Improvements accrues in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Assessment Area One Capital Improvements to the assigned 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 because of their logical connection from the Assessment Area One Capital Improvements provided.

For the provision of the Assessment Area One 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 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 Special Assessment levied for the Assessment Area One Capital Improvement 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 Assessment Area One Capital Improvement

Plan 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 Assessment Area One Capital Improvement Plan have been apportioned to the property within Assessment Area One of the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of Assessment Area One of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular 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 assigned properties are built and sold as planned, and the entire proposed Assessment Area One 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, it does have an important role to play during platting and site planning. Whenever a plat, declaration of condominium or site plan is approved, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein ("Assigned Property"). In addition, the District must also prevent any buildup of debt on property or land that could be fully conveyed and/or platted without all of the debt being allocated ("Unassigned Property"). 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 Bond Special Assessment revenue that remains on the Unassigned Properties, considering the full development plan of Assessment Area One of the District. If the total anticipated Bond Special 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 Special Assessments across the property within the District Assessment Area One 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 or product type 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 not finalized with certainty on any acre of land in the Assessment Area One of the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

**TABLE 1**  
**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**  
**DEVELOPMENTAL PROGRAM**  
**SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA ONE**

Land Use*	Brentwood	Cascades		Units	ERUs per Unit (1)	Total ERUs
		Phase 1	Phase 2			
Townhome	226	0	0	226	0.75	170
Single Family 40'	0	404	30	434	1.00	434
Single Family 50'	0	193	44	237	1.25	296
<b>Total Units</b>	<b>226</b>	<b>597</b>	<b>74</b>	<b>897</b>		<b>900</b>

(1) Benefit is allocated on an ERU basis; based on density of planned development, with TH at .75 ERU, 40' lot at 1 ERU, and 50' lot at 1.25 ERU

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



TABLE 2  
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT PLAN COST ESTIMATES  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA ONE

Capital Improvement Plan ("CIP") (1)	Brentwood - Phase 1	Cascades - Phases 1 and 2	Total Cost Estimate
Offsite Improvements	\$ 970,000	\$ 4,500,000	\$ 5,470,000
Stormwater Management	\$ 1,284,390	\$ 3,285,625	\$ 4,570,015
Utilities (Water, Sewer, & Street Lighting)	\$ 1,169,820	\$ 3,181,250	\$ 4,351,070
Roadway	\$ 560,790	\$ 1,630,625	\$ 2,191,415
Entry Feature	\$ 100,000	\$ 750,000	\$ 850,000
Parks and Amenities	\$ 1,000,000	\$ 1,750,000	\$ 2,750,000
Contingencies	\$ 565,000	\$ 1,677,500	\$ 2,242,500
	\$ 5,650,000	\$ 16,775,000	\$ 22,425,000

(1) A detailed description of these improvements is provided in the Engineer's Report dated March 29, 2021.

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 3**  
**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**  
**BOND SIZING**  
**SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA ONE**

<b>Bond Sizing</b>	
<b>Description</b>	<b>Total</b>
<b>Sources</b>	
Par	\$ 19,810,000
Bond Premium	\$ 441,578
<b>Total Sources</b>	<b>\$ 20,251,578</b>
<b>Uses</b>	
Assessment Area One Escrow Subaccount - Brentwood	\$ 3,148,586
Assessment Area One Escrow Subaccount - Cascades	\$ 6,173,425
Assessment Area One Construction Account - Cascades	\$ 8,673,773
Debt Service Reserve	\$ 1,097,950
Capitalized Interest	\$ 547,168
Underwriters Discount	\$ 396,200
Cost of Issuance	\$ 214,475
<b>Total Uses</b>	<b>\$ 20,251,578</b>
<b>Bond Assumptions:</b>	
Average Coupon	3.30%
Amortization	30 years
Capitalized Interest	10 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**  
**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**  
**ALLOCATION OF IMPROVEMENT COSTS**  
**SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA ONE**

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Townhome	226	0.75	169.5	18.84%	\$ 4,224,548	\$ 18,693
Single Family 40'	434	1.00	434	48.24%	\$ 10,816,838	\$ 24,924
Single Family 50'	237	1.25	296.25	32.93%	\$ 7,383,614	\$ 31,154
	897		900	100.00%	\$ 22,425,000	

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

**TABLE 5**  
**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**  
**ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE**  
**SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA ONE**

Land Use	No. of Units *	Total Improvements			Allocation of Par Debt Per Product		Allocation of Par Debt Per Product		Per Unit Revised Par
		Costs Per Product	Type	Developer Contribution	Type - Before		Type - After		
					Developer Contribution	Developer Contribution	Developer Contribution	Developer Contribution	
Townhome	226	\$	4,224,548	\$	3,466,004	\$	-	\$	15,336
Single Family 40'	434	\$	10,816,838	\$	10,571,229	\$	-	\$	24,358
Single Family 50'	237	\$	7,383,614	\$	7,216,058	\$	1,443,290	\$	24,358
	897	\$	22,425,000	\$	21,253,290	\$	1,443,290	\$	19,810,000

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

<b>TABLE 6</b> <b>WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT</b> <b>PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE</b> <b>SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA ONE</b>									
Land Use	No. of Units *	Allocation of Par Debt Per Product Type - After Developer Contribution		Total Par Debt Per Unit	Maximum Annual Debt Service		Net Annual Debt Assessment Per Unit		Gross Annual Debt Assessment Per Unit (1)
					Annual Debt	Service	Assessment	Per Unit	
Townhome	226	\$	3,466,004	\$ 15,336	\$	192,100	\$ 850	\$	914
Single Family 40'	434	\$	10,571,229	\$ 24,358	\$	585,900	\$ 1,350	\$	1,452
Single Family 50'	237	\$	5,772,768	\$ 24,358	\$	319,950	\$ 1,350	\$	1,452
	897	\$	19,810,000		\$	1,097,950			

(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

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
PRELIMINARY ASSESSMENT ROLL  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA ONE

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)
Wynnstone Investors LLC	27-26-19-705000-030012	7.14	\$ 33,021	\$ 235,770	\$ 13,067	\$ 14,051
Wynnstone Investors LLC	27-26-19-705000-030171	81.07	\$ 33,021	\$ 2,677,018	\$ 148,371	\$ 159,539
Wynnstone Investors LLC	27-26-19-705000-030201	12.52	\$ 33,021	\$ 413,424	\$ 22,914	\$ 24,638
Wynnstone Investors LLC	27-26-19-705000-030210	9.81	\$ 33,021	\$ 323,937	\$ 17,954	\$ 19,305
Wynnstone Investors LLC	27-26-19-704500-040011	1.69	\$ 33,021	\$ 55,806	\$ 3,093	\$ 3,326
Wynnstone Investors LLC	27-26-19-704500-040141	16.53	\$ 33,021	\$ 545,838	\$ 30,253	\$ 32,530
Wynnstone Investors LLC	27-26-19-704500-040041	10.2	\$ 33,021	\$ 336,815	\$ 18,668	\$ 20,073
Wynnstone Investors LLC	27-26-19-705000-040050	9.51	\$ 33,021	\$ 314,030	\$ 17,405	\$ 18,715
Northeast Polk Land Investments LLC	27-26-19-705000-040060	5.03	\$ 33,021	\$ 166,096	\$ 9,206	\$ 9,899
Cassidy Holdings Group Inc	27-26-19-705000-040101	9.78	\$ 33,021	\$ 322,946	\$ 17,899	\$ 19,246
Northeast Polk Land Investments LLC	27-26-19-705000-040090	4.43	\$ 33,021	\$ 146,283	\$ 8,108	\$ 8,718
GLK Real Estate LLC	27-26-19-705000-020150	9.31	\$ 33,021	\$ 307,426	\$ 17,039	\$ 18,321
GLK Real Estate LLC	27-26-19-705000-020140	4.78	\$ 33,021	\$ 157,841	\$ 8,748	\$ 9,407
GLK Real Estate LLC	27-26-19-705000-020130	4.82	\$ 33,021	\$ 159,162	\$ 8,821	\$ 9,485
GLK Real Estate LLC	27-26-19-705000-020120	4.75	\$ 33,021	\$ 156,850	\$ 8,693	\$ 9,348
GLK Real Estate LLC	27-26-19-705000-020110	4.95	\$ 33,021	\$ 163,454	\$ 9,059	\$ 9,741
Wynnstone Investors LLC	27-26-19-705000-040170	22.91	\$ 33,021	\$ 756,513	\$ 41,929	\$ 45,085
Wynnstone Investors LLC	27-26-19-705000-040190	11.47	\$ 33,021	\$ 378,752	\$ 20,992	\$ 22,572
Cassidy Holdings Group Inc	27-26-19-705000-040210	4.83	\$ 33,021	\$ 159,492	\$ 8,840	\$ 9,505
Northeast Polk Land Investments LLC	27-26-19-705000-040220	5.16	\$ 33,021	\$ 170,389	\$ 9,444	\$ 10,154
Cassidy Holdings Group Inc	27-26-19-705000-040230	9.54	\$ 33,021	\$ 315,021	\$ 17,460	\$ 18,774
Thornhill East LLC	27-26-19-705000-020171	4.4	\$ 33,021	\$ 145,293	\$ 8,053	\$ 8,659
Northeast Polk Land Investments LLC	27-26-19-705000-020180	19.9	\$ 33,021	\$ 657,119	\$ 36,420	\$ 39,162
Northeast Polk Land Investments LLC	27-26-19-705000-020210	9.59	\$ 33,021	\$ 316,672	\$ 17,551	\$ 18,872
Northeast Polk Land Investments LLC	27-26-19-705000-020220	13.67	\$ 33,021	\$ 451,398	\$ 25,018	\$ 26,901
Wynnstone Investors LLC	27-26-19-705000-040290	11.48	\$ 33,021	\$ 379,082	\$ 21,010	\$ 22,592
Wynnstone Investors LLC	27-26-19-705000-040280	4.82	\$ 33,021	\$ 159,162	\$ 8,821	\$ 9,485
Cassidy Holdings LLC	27-26-19-705000-020300	4.74	\$ 33,021	\$ 156,520	\$ 8,675	\$ 9,328
Cassidy Holdings LLC	27-26-90-708000-030010	11.35	\$ 33,021	\$ 374,789	\$ 20,772	\$ 22,336
Wynnstone Investors LLC	27-26-60-708000-030030	11.55	\$ 33,021	\$ 381,393	\$ 21,138	\$ 22,729

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)
Cassidy Holdings LLC	27-26-30-708000-030132	0.43	\$ 33,021	\$ 14,199	\$ 787	\$ 846
Cassidy Holdings LLC	27-26-30-708000-030202	0.22	\$ 33,021	\$ 7,265	\$ 403	\$ 433
Cassidy Holdings LLC	27-26-30-708000-030191	36.43	\$ 33,021	\$ 1,202,958	\$ 66,673	\$ 71,691
Northeast Polk Land Investments LLC	27-26-30-708000-030261	8.29	\$ 33,021	\$ 273,745	\$ 15,172	\$ 16,314
Polk Urban Management Project LLC	27-26-30-708000-030250	6.14	\$ 33,021	\$ 202,749	\$ 11,237	\$ 12,083
GLK Real Estate LLC	27-26-30-708000-010320	4.5	\$ 33,021	\$ 148,595	\$ 8,236	\$ 8,856
Cassidy Property Investments LLC	27-26-30-708000-010310	4.88	\$ 33,021	\$ 161,143	\$ 8,931	\$ 9,603
Northeast Polk Land Investments LLC	27-26-30-708000-010300	4.87	\$ 33,021	\$ 160,813	\$ 8,913	\$ 9,584
Cassidy Holdings LLC	27-26-30-707500-040051	8.74	\$ 33,021	\$ 288,604	\$ 15,996	\$ 17,200
Cassidy Holdings LLC	27-26-30-708000-040097	12.06	\$ 33,021	\$ 398,234	\$ 22,072	\$ 23,733
Cassidy Holdings LLC	27-26-30-708000-040131	0.18	\$ 33,021	\$ 5,944	\$ 329	\$ 354
GLK Real Estate LLC	27-26-30-708000-040170	16.79	\$ 33,021	\$ 554,424	\$ 30,728	\$ 33,041
GLK Real Estate LLC	27-26-30-708000-040190	23	\$ 33,021	\$ 759,485	\$ 42,094	\$ 45,262
Cassidy Holdings LLC	27-26-31-708500-030011	36.12	\$ 33,021	\$ 1,192,721	\$ 66,105	\$ 71,081
Cassidy Holdings LLC	27-26-31-708500-030041	2.85	\$ 33,021	\$ 94,110	\$ 5,216	\$ 5,609
Cassidy Holdings LLC	27-26-31-708500-030042	2.85	\$ 33,021	\$ 94,110	\$ 5,216	\$ 5,609
Northeast Polk Land Investments LLC	27-26-31-708500-030060	4.92	\$ 33,021	\$ 162,464	\$ 9,004	\$ 9,682
Polk Urban Management Project LLC	27-26-31-708500-030070	4.93	\$ 33,021	\$ 162,794	\$ 9,023	\$ 9,702
Polk Urban Management Project LLC	27-26-31-708500-030080	12.21	\$ 33,021	\$ 403,187	\$ 22,346	\$ 24,028
GLK Real Estate LLC	27-26-31-708500-030151	23.97	\$ 33,021	\$ 791,515	\$ 43,869	\$ 47,171
GAMA Investors LLC	27-26-31-708500-030121	4.9	\$ 33,021	\$ 161,803	\$ 8,968	\$ 9,643
Northeast Polk Land Investments LLC	27-26-31-708500-030101	6.9	\$ 33,021	\$ 227,845	\$ 12,628	\$ 13,579
GLK Real Estate LLC	27-26-31-708500-030190	5.7	\$ 33,021	\$ 188,220	\$ 10,432	\$ 11,217
GLK Real Estate LLC	27-26-31-708500-030200	5.69	\$ 33,021	\$ 187,890	\$ 10,414	\$ 11,197
GLK Real Estate LLC	27-26-31-708500-030300	5.69	\$ 33,021	\$ 187,890	\$ 10,414	\$ 11,197
GLK Real Estate LLC	27-26-31-708500-030292	2.85	\$ 33,021	\$ 94,110	\$ 5,216	\$ 5,609
GLK Real Estate LLC	27-26-31-708500-030291	2.85	\$ 33,021	\$ 94,110	\$ 5,216	\$ 5,609
Cassidy Holdings LLC	27-26-31-708500-010170	9.23	\$ 33,021	\$ 304,784	\$ 16,892	\$ 18,164
<b>Totals</b>		<b>599.92</b>		<b>\$ 19,810,000</b>	<b>\$ 1,097,950</b>	<b>\$ 1,180,591</b>

Annual Assessment Periods	30
Average Coupon Rate (%)	3.30%
Maximum Annual Debt Service	\$1,097,950

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

Prepared by: Governmental Management Services - Central Florida, LLC

## SECTION V



## RESOLUTION 2021-35

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2021 (ASSESSMENT AREA ONE PROJECT); CONFIRMING THE DISTRICT'S PROVISION OF IMPROVEMENTS; CONFIRMING THE ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING THE ASSESSMENT AREA ONE 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 ASSESSMENT AREA ONE SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, the Westside Haines City 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 No. 2021-29, relating to the imposition, levy, collection and enforcement of such special assessments; and

**WHEREAS**, pursuant to and consistent with the terms of Resolution No. 2021-29, 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 July 7, 2021, the District entered into a Bond Purchase Contract, whereby it agreed to sell \$19,810,000 of its Special Assessment Bonds, Series 2021 (Assessment Area One Project) (the "**Assessment Area One Bonds**"); and

**WHEREAS**, pursuant to and consistent with Resolution No. 2021-29, the District desires to set forth the particular terms of the sale of the Assessment Area One Bonds and to confirm the liens of the levy of special assessments securing the Assessment Area One Bonds.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY 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 2021-29.

**SECTION 2. FINDINGS.** The Board of Supervisors of the Westside Haines City Community Development District hereby finds and determines as follows:

(a) On May 20, 2021, the District, after due notice and public hearing, adopted Resolution 2021-29 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 *Westside Haines City Community Development District Engineer's Report*, dated March 29, 2021 a (together, the "**Engineer's Report**"), attached to this Resolution as **Exhibit A**, identifies and describes the presently expected components of the infrastructure improvements for (i) Brentwood Phase 1, which contains 22.62 acres of land planned for 226 townhome lots ("Brentwood Phase 1"); (ii) Cascades Phase 1, which contains 180.45 acres of land planned for 597 single-family lots ("Cascades Phase 1"); and (iii) Cascades Phase 2, which contains 14.28 acres of land planned for 74 single-family lots ("Cascades Phase 2" and, together with Brentwood Phase 1 and Cascades Phase 1, "**Assessment Area One Project**"), to be financed all or in part with the Assessment Area One Bonds (the "**Improvements**"), and indicates the estimated costs of the Assessment Area One Project as \$22,425,000. The District hereby confirms that the Assessment Area One 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 Assessment Area One Bonds.

(c) The *Master Assessment Methodology*, dated March 29, 2021 (the "**Master Methodology**"), as supplemented by that *Supplemental Assessment Methodology-Assessment Area One*, dated July 7, 2021 ("**Supplemental Methodology**"), and together with the Master Methodology, the "**Assessment Report**"), attached to this Resolution as **Composite Exhibit B**, applies the Assessment Report to the Improvements and the actual terms of the Assessment Area One Bonds. The Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Assessment Area One Bonds.

(d) The Assessment Area One Project will specially benefit certain property within the District known as Brentwood Phase 1, Cascades Phase 1A, Cascades 1B, and Cascades Phase 2 (together, "**Assessment Area One**"), 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 Assessment Area One Project financed with the Assessment Area One Bonds to the specially benefited properties within the District as set forth in Resolution 2021-29, and this Resolution.

**SECTION 3. SETTING FORTH THE TERMS OF THE ASSESSMENT AREA ONE BONDS; CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR ASSESSMENT AREA ONE BONDS.** As provided in Resolution 2021-29, this Resolution is intended to set forth the terms of the Assessment Area One Bonds and the final amount of the liens of the special assessments securing those bonds.

(a) The Assessment Area One Bonds, in a par amount of \$19,810,000, shall bear such rates of interest and maturity as shown on **Exhibit D**, attached hereto. The final payment on the Assessment Area One Bonds shall be due on November 1, 2052. The estimated sources and uses of funds of the Assessment Area One Bonds shall be as set forth in **Exhibit E**. The debt service due on the Assessment Area One Bonds is set forth on **Exhibit F** attached hereto.

(b) The lien of the special assessments securing the Assessment Area One Bonds on Assessment Area One (the “**Assessment Area One Special Assessments**”), shall be the principal amount due on the Assessment Area One 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 Assessment Area One Bonds are secured solely by the Assessment Area One Pledged Revenues (as defined in the Indenture (hereinafter defined)), which is comprised in part by the lien against Assessment Area One.

**SECTION 4. ALLOCATION OF ASSESSMENTS SECURING THE ASSESSMENT AREA ONE BONDS; ADDRESSING COLLECTION OF THE SAME.**

(a) The Assessment Area One Special Assessments 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 Assessment Area One Bonds. The estimated costs of collection of the Assessment Area One Special Assessments are as set forth in the Supplemental Methodology.

(b) The lien of the Assessment Area One Special Assessments includes all property within Assessment Area One, 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 2021/2022, begin annual collection of special assessments for the Assessment Area One Bonds debt service payments due starting November 1, 2021, using the methods available to it by law. Debt service payments, including semi-annual installments of interest, are reflected on Exhibit F for Assessment Area One. The Assessment Area One Bonds include an amount for capitalized interest through May 1, 2022.

(d) The Assessment Area One Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. Assessment Area One 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 Assessment Area One 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 Assessment Area One Special Assessments may prepay the entire remaining balance of the Assessment Area One Special Assessments at any time, or a portion of the remaining balance of the Assessment Area One Special Assessments one time if there is also paid, in addition to the prepaid principal balance of the Assessment Area One 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 Assessment Area One Special Assessments does not entitle the property owner to any discounts for early payment.

(e) The District hereby certifies the Assessment Area One 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 Assessment Area One 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 Assessment Area One 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 Assessment Area One 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 2021-29, 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 Assessment Area One Bonds shall be allocated as set forth in Resolution 2021-29, 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 \$19,810,000 in Assessment Area One 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 Assessment Area One Bonds only to the credit of the Assessment Area One 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 2021-29, both of which remain in full force and effect. This Resolution and Resolution 2021-29 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 Assessment Area One Special Assessments securing the Assessment Area One 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 15<sup>th</sup> day of July, 2021.

ATTEST:

**WESTSIDE HAINES CITY  
COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors

**Exhibit A:** *Westside Haines City Community Development District Engineer's Report*, dated March 29, 2021

**Comp. Exhibit B:** The *Master Assessment Methodology*, dated March 29, 2021, as supplemented by that *Supplemental Assessment Methodology-Assessment Area One*, dated July 7, 2021

**Exhibit C:** Legal Description of Assessment Area One

**Exhibit D:** Maturities and Coupons of Assessment Area One Bonds

**Exhibit E:** Sources and Uses of Funds for Assessment Area One Bonds

**Exhibit F:** Debt Service for Assessment Area One Bonds

**Exhibit A:**

*Engineer's Report*



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# **Westside Haines City Community Development District**

**Engineer's Report**

March 29, 2021

SUBMITTED BY:

Dewberry Engineers Inc.  
800 North Magnolia Avenue  
Suite 1000  
Orlando, Florida 32803  
407-843-5120



# TABLE OF CONTENTS

<b>Introduction.....</b>	<b>2</b>
<b>Purpose and Scope .....</b>	<b>4</b>
<b>The Development .....</b>	<b>4</b>
<b>Capital Improvements .....</b>	<b>4</b>
Stormwater Management Facilities .....	5
Public Roadways .....	5
Water and Wastewater Facilities .....	6
Off-Site Improvements .....	6
Amenities and Parks .....	6
Electric Utilities and Lighting .....	6
Entry Features.....	6
Miscellaneous.....	7
Permitting .....	7
<b>Recommendation.....</b>	<b>8</b>
<b>Report Modification .....</b>	<b>8</b>
<b>Summary and Conclusion .....</b>	<b>8</b>
<b>Engineer's Certification .....</b>	<b>8</b>
<b>List of Exhibits</b>	
Aerial Location Map .....	Exhibit 1
Legal Description .....	Exhibit 2
District Boundary Map.....	Exhibit 3
Land Use Map .....	Exhibit 4
Zoning Map.....	Exhibit 5
Utility Location Map and Drainage Flow Pattern Map.....	Exhibit 6
Summary of Opinion of Probable Cost .....	Exhibit 7
Summary of District Facilities.....	Exhibit 8
Overall Site Plan .....	Exhibit 9

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# Westside Haines City Community Development District

## INTRODUCTION

The Westside Haines City Community Development District (the "District" or "CDD") is located on the west side of US Highway 27 (SR 25) from the Minute Maid Ramp Road, south crossing Holly Hill Grove Road 1, 2, and 3 to the southern boundary of Massee Road. The District also crosses Holly Hill Tank Road to the west of FDC Grove Road. The District is located with the city limits of Haines City, Florida ("City") and the unincorporated area of Polk County ("County"). The District currently contains approximately 613.43 acres and is expected to consist of 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages.

The CDD was established under County Ordinance No. 21-017, which was approved by the Polk County Commission or City of Haines City on March 17, 2021, and became effective on March 15, 2021. The District will own and operate the public roadways, utilities systems, and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

The Master Developer ("Developer") GLK Real Estate LLC is based in Winter Haven, Florida. The Development is approved as a Planned Development (PD) for Residential Units and is divided into three (3) villages: Brentwood, Cascades, and Wynnstone. A land use summary is presented in Table 1.

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, county, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development, an overall estimate of the probable cost of the public improvements are provided in Exhibit 7 of this report.

The Capital Improvement Plan ("CIP" or this "Engineer's 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 any modifications will not diminish the benefits to 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 a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

TABLE 1	AREA
Master Stormwater System	49.14
Residential Land (Single-Family and Townhomes Lots)	240.91
Roadways Infrastructure & Public Facilities	95.29
Lakes	5.09
Amenity Center	2.09
Open Space/Conservation Areas/Parks	220.91
<b>TOTAL</b>	<b>613.43</b>

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TABLE 2 PHASING SUMMARY		
PHASE	NO. UNITS	AREA(AC)
Cascades 1	597	
Cascades 2	74	
Cascades 3	344	
Brentwood 1	226	
Brentwood 2	124	
Brentwood 3	122	
Brentwood 4	224	
Brentwood 5	248	
Wynnstone 1	305	
Wynnstone 2	284	
Wynnstone 3	204	
Amenity/Recreational Parcel		
Infrastructure Roadways		
Ponds/Lake/Stormwater Conservation/Open space		
<b>TOTAL – Westside Haines City CDD</b>	<b>2,752</b>	<b>613.43</b>

TABLE 3 LOT TYPES			
PHASE	LOT TYPE	UNITS	AREA (AC)
<b>Cascades 1</b>	40-ft Lots	404	
	50-ft Lots	193	
<b>Cascades 2</b>	40-ft Lots	30	
	50-ft Lots	44	
<b>Cascades 3</b>	40-ft Lots	219	
	50-ft Lots	125	
<b>Brentwood 1</b>	Townhomes	226	
<b>Brentwood 2</b>	Townhomes	124	
<b>Brentwood 3</b>	Townhomes	122	
<b>Brentwood 4</b>	Townhomes	224	
<b>Brentwood 5</b>	Townhomes	248	
<b>Wynnstone 1</b>	40-ft Lots	273	
	50-ft Lots	32	
<b>Wynnstone 2</b>	40-ft Lots	1	
	50-ft Lots	283	
<b>Wynnstone 3</b>	40-ft Lots	204	
<b>TOTAL LOTS IN THE DISTRICT</b>		<b>2,752</b>	<b>613.43</b>

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 the 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.

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All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will be dedicated to the County or the City for ownership and maintenance upon completion. The southeastern 46 lots in Cascades Phase 1 will have a private lift station maintained by the CDD and will connect to Haines City's water and sewer service.

## PURPOSE AND SCOPE

The purpose of this report is to provide engineering support for the funding of the proposed improvements within the District. This report will identify the proposed public infrastructure to be constructed or acquired by the District along with an Opinion of Probable Construction Costs. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

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 to prepare this Engineer's Report.

## THE DEVELOPMENT

The development will consist of a total of 2,752 residential units and associated infrastructure. The development is a planned residential community located West of US Highway 27 (SR 25) and consisting of 613.43 acres from the northern boundary around Minute Main Ramp Road 1 and extending south to the southern boundary located around Mossee Road. The District is located within Polk County and the City of Haines City. The land use for the District is planned unit development. The development is zoned RL-1, RL-2, RL-3, and RM within the city limits and zoned RMX and ECX within the unincorporated area of Polk County. The development will be constructed in three (3) villages and have up to eleven (11) phases.

## CAPITAL IMPROVEMENTS

The CIP consists of public infrastructure in each village and each phase of said village. The primary portions of the CIP will provide for stormwater pond construction, roadways built to an urban roadway typical section, water, and sewer facilities including three (3) lift stations and one (1) regional lift station, and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP that will outfall into the various on-site stormwater 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 as well as the 4 (four) lift stations serving the project. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District. Installation of streetlights and power within the public rights-of-way or easements will be funded by the District.

As a part of the recreational component of the CIP, there are various amenity centers within the development and specifically for each of the villages of the development. There are four (4) amenity centers: one (1) in the Village of Cascades, one (1) in Wynnstone, and two (2) within Brentwood. The total area of the amenity and recreational parcels is 12.89 acres. There will be conservation areas as well that can serve as passive parks within the various villages and the

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development that are available to the public for utilization of the facilities. The amenity centers and recreational areas will have connectivity via sidewalks to the other portions of the District. The amenity centers and recreational areas will be accessed by the public roadways and sidewalks.

## **CAPITAL IMPROVEMENT PLAN COMPONENTS**

The CIP for the District includes the following:

### **Stormwater Management Facilities**

Stormwater Management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater treatment systems are regulated by the city, the county, and SWFWMD. There are various conservation areas throughout the District and will be preserved in the existing condition and these will accept stormwater discharges from our ponds as shown on Exhibit 6.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C0225G, effective date December 22, 2016, demonstrates that the property is located within Flood Zones X, A, and AE. Based on this information and the site topography, it appears that 100-year compensation will be done in areas where we will impact existing depressions throughout the development and the 100-year flood volumes will be compensated as it is required by the city, county, and FEMA.

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 the FDEP as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting as required by the National Pollutant Discharge Elimination System (NPDES) General Permit with erosion control, its maintenance, and any rainfall events that occur during construction activity.

### **Public Roadways**

The proposed public roadway sections include a 24-foot wide roadway consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base and asphalt type roadway wearing surface. The proposed curb is to be 2-foot 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.

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 drinking water system inclusive of water main, gate valves, fire hydrants, and appurtenances will be installed for the District. The water service provider will be Polk County Public Utilities. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within

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the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to 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 a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Laterals will branch off from these sewer lines to serve the individual lots. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main that will interconnect three (3) lift stations and all discharge to a master lift station that will pump through a force main that will connect to the city water treatment facility located north of the development.

Polk County Public Utilities will provide the reclaimed water to be used for all irrigation within the CDD. The reclaimed water will be funded by the District and installed onsite within the roadways to provide for irrigation within the public right-of-way or any areas needing irrigation. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrances. The site construction activities associated with the CIP are anticipated to be completed by villages and phases based on the estimated schedule for each village and phase. The schedule is shown on Exhibit 7. Upon completion of each phase within each village, the improvements will be through the required inspections as well as final certifications of completions will be obtained from SWFWMD, Polk County Health Department (water distribution system), FDEP (wastewater collection), and the city/county.

### **Amenities and Parks**

The District will provide funding for an amenity center to include the following: parking areas, pavilion with public restroom facilities, pool, all-purpose playfields, and walking trails between the phases and villages to provide connectivity to the various amenity centers within the CDD. In addition, there will be public passive parks throughout the development, which will include benches and walking trails.

### **Electric Utilities and Lighting**

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund and construct the electric conduit, fund and construct the cost for the under-grounding of the electrical system, transformer/cabinet pads, and electric manholes required by Duke Energy (Duke). Electric facilities will be owned and maintained by Duke after the dedication, with Duke providing underground electrical service to the Development. The CDD presently intends to fund the cost to purchase and install the street lighting along the internal roadways within the CDD. These lights will be operated, and maintained by Duke after the completion, with the District funding maintenance costs.

### **Entry Feature**

Landscaping, irrigation, entry features, and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use reclaimed water or an irrigation well. The well and irrigation water mains to the various phases of the development will be constructed and acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover, and trees for the internal roadways within the CDD. Perimeter fencing will be provided

at the site entrances and perimeters. These items will be funded, owned, and maintained by the CDD. It is noted that the City requires the walls as a buffer the development and thus will be funded together with the landscaping.

## Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report are being financed by the District to benefit 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/residential planned development.

## Permitting

Construction permits for all phases are required and include the SWFWMD ERP, Polk County Health Department, FDEP, and City construction plan approval.

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

Phase 1 – All Villages			
Permits/Approvals	Approval/Expected Date		
	Cascades Phase 1	Cascades Phase 2	Brentwood Townhomes Phase 1
Zoning Approval	Haines City RPUD expected 4/1/21	Haines City RPUD – N/A	N/A
Preliminary Plat	Haines City - 4/1/21	Haines City Preliminary Plat – N/A	N/A
SWFWMD ERP	Expected 04/15/2021	Expected – 5/15/2021	Expected – 4/30/2021
Construction Permits	Expected 4/15/2021	Expected – 5/15/2021	Expected – 4/30/2021
Polk County Health Department Water	Expected 4/30/2021	Expected – 5/30/2021	Expected – 5/15/2021
FDEP Sanitary Sewer General Permit	Expected 4/30/2021	Expected – 5/30/2021	Expected – 5/15/2021
FDEP NOI	Expected 4/30/2021	Expected – 5/30/2021	Expected – 5/15/2021

Other Phases and Villages	
Permits/Approvals	Approval/Expected Date
Zoning Approval	TBO
Preliminary Plat	TBO
SWFWMD ERP	TBO
Polk County Utilities Permits	TBO
Polk County Health Department General Water Distribution Permit	TBO
FDEP Sanitary Sewer General Permit	TBO
FDEP NOI – NPDES	TBO
City of Haines City Construction Permit	TBO

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## RECOMMENDATION

As previously explained 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 or will be in accordance with the applicable requirements of the City, the County, and the SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation are 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 the proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD, Polk County, and the City regulations.

## REPORT MODIFICATION

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

## SUMMARY AND CONCLUSION

The improvements as outlined are necessary for the functional development of the Project. The Project is being designed in accordance with current government regulatory requirements. The Project will serve its intended function provided the construction is in substantial compliance with the design. Items of construction for the Project are based upon current development plans.

## ENGINEER'S CERTIFICATION

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 and the value is at least the same as the costs for said improvements. It is noted that all financed property improvements will be located on district owned lands that is or will be at the time of conveyance to the district or subject to a permanent easement in favor of the district or another public governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the county and city. 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 opinion that the costs of the CIP proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the CUP improvements cannot be constructed at the cost described in this report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

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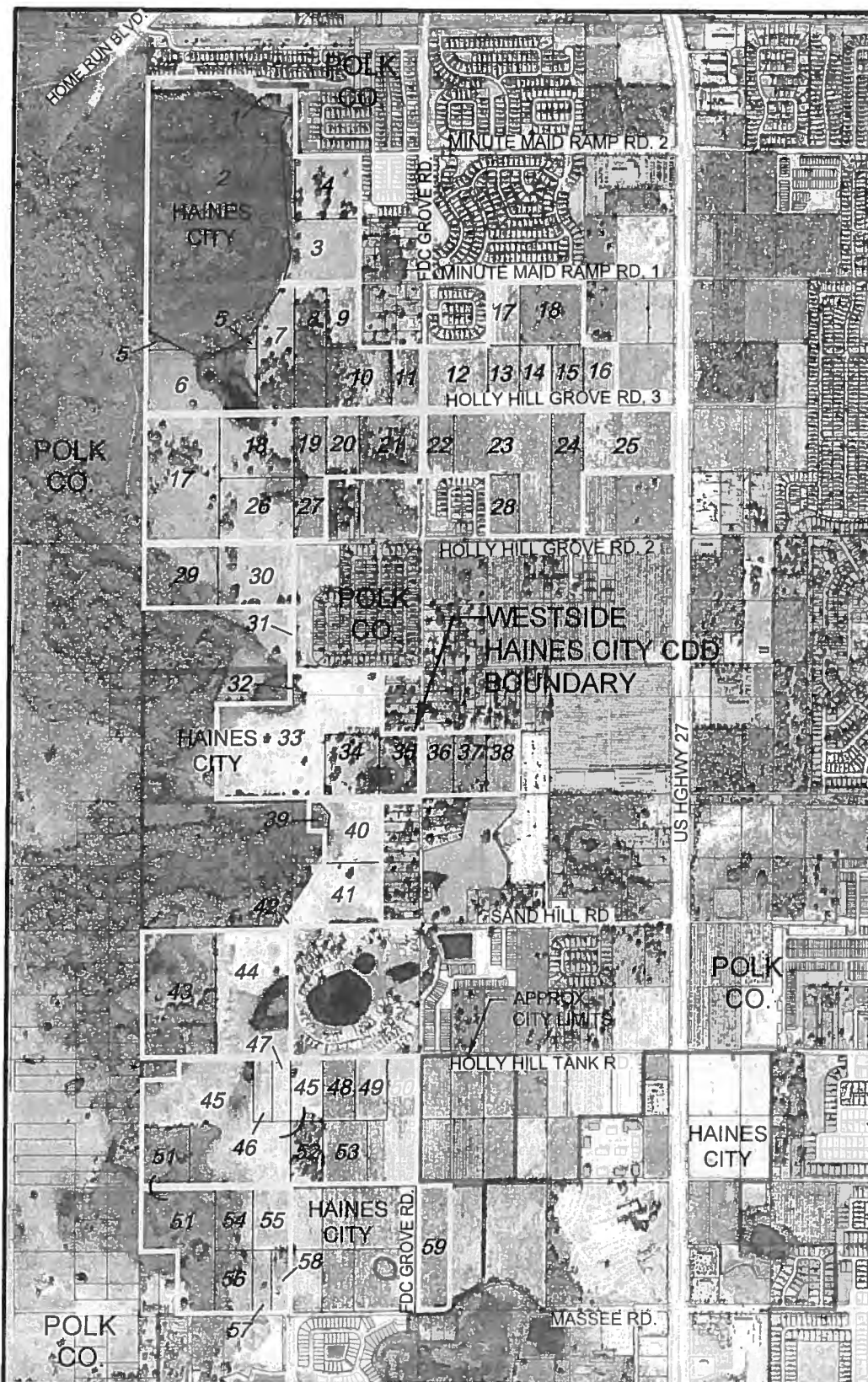


I hereby certify that the foregoing is a true and correct copy of the engineer's report for the Westside Haines City Community Development District.



Reinardo Malavé, P.E.  
Florida License No. 31588

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ID NO.	COUNTY PARCEL ID
1	272619705000030012
2	272619705000030171
3	272619705000030201
4	272619705000030210
5	272619704500040011
6	272619704500040141
7	272619704500040041
8	272619705000040050
9	272619705000040060
10	272619705000040101
11	272619705000040090
12	272619705000020150
13	272619705000020140
14	272619705000020130
15	272619705000020120
16	272619705000020110
17	272619705000040170
18	272619705000040190
19	272619705000040210
20	272619705000040220
21	272619705000040230
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23	272619705000020180
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25	272619705000020220
26	272619705000040290
27	272619705000040280
28	272619705000020300
29	272630708000030010
30	272630708000030030
31	272630708000030132
32	272630708000030202
33	272630708000030191
34	272630708000030261
35	272630708000030250
36	272630708000010320
37	272630708000010310
38	272630708000010300
39	272630707500040053
40	272630707500040051
41	272630708000040097
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57	272631708500030292
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59	272631708500010170

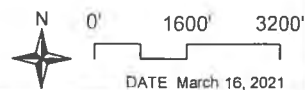
#### LEGEND

- WESTSIDE HAINES CITY CDD
- PARCELS

SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 1 - LOCATION MAP WESTSIDE HAINES CITY CDD

APPROX. CDD BOUNDARY  
AREA - 621.8± AC.



## LEGAL DESCRIPTIONS:

### THORNHILL PARCELS

#### PARCEL 1

**DESCRIPTION:** A PORTION OF TRACTS 11, 12, 13, 14, 15, & 16 AND ALL OF TRACTS 3, 4 & 5, OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 5; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 5, S.00°18'53"E., A DISTANCE OF 648.05 FEET TO THE NORTH BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID NORTH BOUNDARY, N.88°58'16"E., A DISTANCE OF 330.50 FEET TO THE EAST BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID EAST BOUNDARY, S.00°17'48"E., A DISTANCE OF 634.97 FEET TO A POINT ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILLY GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES: 1) S.87°53'35"W., A DISTANCE OF 53.92 FEET; 2) S.89°00'18"W., A DISTANCE OF 481.38 FEET; 3) S.89°49'34"W., A DISTANCE OF 265.87 FEET; 4) S.88°05'52"W., A DISTANCE OF 320.84 FEET; 5) N.89°37'21"W., A DISTANCE OF 210.35 FEET; 6) S.87°28'16"W., A DISTANCE OF 143.50 FEET; 7) S.89°25'55"W., A DISTANCE OF 472.21 FEET; 8) N.22°16'58"W., A DISTANCE OF 31.89 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: 1) N.01°14'03"W., A DISTANCE OF 140.55 FEET; 2) N.00°55'37"W., A DISTANCE OF 104.29 FEET; 3) N.00°08'51"W., A DISTANCE OF 326.27 FEET 4) N.00°11'29"W., A DISTANCE OF 30.58 FEET TO THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY OF CAMBRIA, AS RECORDED IN PLAT BOOK 159, PAGES 26 THROUGH 27, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH AND EAST BOUNDARIES, RESPECTIVELY, OF SAID CAMBRIA, THE FOLLOWING TWO (2) COURSES: 1) N.88°58'16"E., A DISTANCE OF 640.37 FEET; 2) N.00°21'17"W., A DISTANCE OF 648.36 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF AN UNNAMED ROAD, (ALSO KNOWN AS MINUTE MAID RAMP ROAD 1); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°59'20"E., A DISTANCE OF 991.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.322 ACRES, MORE OR LESS.

TOGETHER WITH

#### PARCEL 2

**DESCRIPTION:** A PORTION OF TRACTS 17, 28, 29, & 30 AND ALL OF TRACTS 18, 19, 20, 21, & 22, OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH EAST CORNER OF SAID TRACT 28, RUN THENCE ALONG THE EAST BOUNDARY THEREOF, S.00°18'30"E., A DISTANCE OF 636.29 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILL GROVE ROAD 2, PER MAP BOOK 22, PAGES 1 THROUGH 7, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) S.88°40'49"W., A DISTANCE OF 13.76 FEET; 2) S.87°34'32"W., A DISTANCE OF 110.73 FEET; 3) S.87°59'33"W., A DISTANCE OF 207.44 FEET; 4) N.87°51'09"W., A DISTANCE OF 118.81 FEET; 5) S.88°50'51"W., A DISTANCE OF 326.26 FEET; 6) S.89°40'20"W., A DISTANCE OF 202.13 FEET; 7) S.88°29'07"W., A DISTANCE OF 12.51 FEET TO THE SOUTHEAST CORNER OF COUNTRY WALK ESTATES, AS RECORDED IN PLAT BOOK 155, PAGES 37 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST AND NORTH BOUNDARIES, RESPECTIVELY, OF SAID COUNTRY WALK ESTATES THE FOLLOWING TWO (2) COURSES: 1) N.00°21'09"W., A DISTANCE OF 631.43 FEET; 2) S.88°48'08"W., A DISTANCE OF 644.25 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) N.00°04'22"E., A DISTANCE OF 436.25 FEET; 2) N.00°21'14"E., A DISTANCE OF 212.17 FEET TO A POINT ON SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILLY GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°51'21"E., A DISTANCE OF 1960.98 FEET TO A POINT ON THE EAST BOUNDARY OF AFORESAID TRACT 22; THENCE ALONG SAID EAST BOUNDARY S.00°18'53"E., A DISTANCE OF 646.48 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 22; THENCE ALONG SAID SOUTH BOUNDARY, S.88°48'08"W., A DISTANCE OF 330.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.668 ACRES, MORE OR LESS.



**ABSOLUTE  
ENGINEERING, INC.**

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

### EXHIBIT 2 LEGAL DESCRIPTIONS WESTSIDE HAINES CITY CDD

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	1

## LEGAL DESCRIPTIONS:

### **CASCADES PARCELS**

#### **PARCEL A**

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 31, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 AND PROCEED S 89° 18'58" W, ALONG THE SOUTH LINE OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31, A DISTANCE OF 1323.58 FEET TO A FOUND CONCRETE MONUMENT 4' X 4' (NO ID) MARKING THE SOUTHEAST CORNER OF THE SW  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31; THENCE N 00°43'21" W, A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 ALSO BEING ON THE NORTH PLATTED RIGHT OF WAY LINE OF MASSEE ROAD AND THE POINT OF BEGINNING; THENCE S 89°16'39" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1170.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 31; THENCE N 00°21'45" W, ALONG THE WEST BOUNDARY OF SAID TRACT 31, A DISTANCE OF 635.42 FEET TO THE NORTHWEST CORNER OF SAID TRACT 31 ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT 17; THENCE S 89°15'20" W, ALONG THE SOUTH BOUNDARY OF SAID TRACT 17, A DISTANCE OF 374.86 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 17; THENCE N 00°19'09" W, ALONG THE WEST BOUNDARY OF SAID TRACT 17, A DISTANCE OF 620.25 FEET TO THE NORTHWEST CORNER OF SAID TRACT 17 AND A POINT ON THE SOUTH PLATTED RIGHT OF WAY LINE OF A 30.00 FOOT UNAMED ROAD; THENCE N 89°02'49" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1548.04 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°14'28" E, ALONG THE EAST BOUNDARY OF SAID TRACT 20 AND 29, A DISTANCE OF 1261.78 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 1,708,918 SQUARE FEET, OR 39.23 ACRES, MORE OR LESS.

#### **PARCEL B**

A PORTION OF TRACTS 17 AND 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 31, A DISTANCE OF 15.00 FEET; THENCE N 89°19'17" E, A DISTANCE OF 15.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED ROAD AND THE POINT OF BEGINNING; THENCE N 00°16'11" W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1255.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PARK PLACE BOULEVARD AS PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 19, PAGE 66; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING THREE (3) COURSES; (1) N 88°37'04" E, A DISTANCE OF 95.17 FEET; (2) N 81°41'25" E, A DISTANCE OF 121.29 FEET; (3) N 87°59'06" E, A DISTANCE OF 100.77 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S 00°16'03" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1243.27 FEET TO A POINT OF THE NORTHERLY RIGHT OF WAY LINE OF POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 14, PAGE 45 THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES; (1) S 53°51'52" W, A DISTANCE OF 16.13 FEET; (2) S 53°02'11" W, A DISTANCE OF 27.27 FEET; (3) S 65°06'06" W, A DISTANCE OF 16.68 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED RIGHT OF WAY; THENCE, ALONG SAID NORTH RIGHT OF WAY LINE, S 89°19'17" W, A DISTANCE OF 265.83 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 399,109 SQUARE FEET, OR 9.16 ACRES, MORE OR LESS.



**ABSOLUTE  
ENGINEERING, INC.**

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

### EXHIBIT 2 LEGAL DESCRIPTIONS WESTSIDE HAINES CITY CDD

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	2

## LEGAL DESCRIPTIONS:

### PARCEL C

A PORTION OF TRACTS 1 THROUGH 16, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 31, A DISTANCE OF 1308.22 FEET; THENCE S 89°15'46" W, A DISTANCE OF 32.12 FEET TO A POINT OF INTERSECTION OF NORTH 30.00 FOOT PLATTED RIGHT OF WAY AND THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 89°15'46" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1291.75 FEET; THENCE S 89°02'19" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1547.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 16; THENCE N 00°19'20" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 1 AND 16, A DISTANCE OF 1285.53 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1 SAID NORTHWEST CORNER LYING 15.00 FEET SOUTH AND 15.00 FEET EAST OF THE NORTHWEST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE N 88°48'00" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 1 THROUGH 4, A DISTANCE OF 1548.12 FEET; THENCE N 88°50'05" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 5 THROUGH 8, A DISTANCE OF 1309.25 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY MAINTAINED RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THIRTEEN (13) COURSES (1) S 00°16'04" E, A DISTANCE OF 52.50 FEET; (2) S 01°12'54" W, A DISTANCE OF 101.55 FEET; (3) S 00°02'35" E, A DISTANCE OF 168.91 FEET; (4) S 07°21'12" E, A DISTANCE OF 26.80 FEET; (5) S 01°16'36" W, A DISTANCE OF 197.08 FEET; (6) S 00°36'22" E, A DISTANCE OF 84.70 FEET; (7) S 00°13'16" W, A DISTANCE OF 102.33 FEET; (8) S 01°26'47" W, A DISTANCE OF 102.68 FEET; (9) S 00°21'34" W, A DISTANCE OF 104.81 FEET; (10) S 00°58'11" W, A DISTANCE OF 101.55 FEET; (11) S 00°24'40" E, A DISTANCE OF 105.34 FEET; (12) S 01°49'51" W, A DISTANCE OF 135.10 FEET; (13) S 00°30'33" W, A DISTANCE OF 19.05 FEET;

TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 3,683,359 SQUARE FEET, OR 84.56 ACRES, MORE OR LESS.

### PARCEL D

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SW  $\frac{1}{4}$  OF SAID SECTION 30 AND PROCEED N 88°48'00" E, ALONG THE SOUTH BOUNDARY OF THE SW  $\frac{1}{4}$  OF SAID SECTION 30, A DISTANCE OF 15.00 FEET; THENCE N 00°12'41" W, 15.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 32 AND THE POINT OF BEGINNING; THENCE N 00°06'26" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1294.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD AND THE NORTHWEST CORNER OF SAID TRACT 17; THENCE N 88°51'21" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 17 THROUGH 20, A DISTANCE OF 1547.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°08'32" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 20 AND 29, A DISTANCE OF 1292.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 AND A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE; THENCE S 88°48'00" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 29 THROUGH 32, A DISTANCE OF 1548.12 FEET;

TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 2,001,318 SQUARE FEET, OR 45.94 ACRES, MORE OR LESS.



**ABSOLUTE  
ENGINEERING, INC.**

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

## EXHIBIT 2 LEGAL DESCRIPTIONS WESTSIDE HAINES CITY CDD

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	3

## LEGAL DESCRIPTIONS:

### PARCEL E

A PORTION OF TRACTS 19 THROUGH 30 IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY AND A PORTION OF TRACTS 5 THROUGH 13 IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 30 AND PROCEED S 00°04'10" E, ALONG THE EAST BOUNDARY OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 30, A DISTANCE OF 42.32 FEET; THENCE S 88°41'01" W, A DISTANCE OF 16.04 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 88°41'01" W, A DISTANCE OF 390.47 FEET; THENCE S 00°10'11" E, A DISTANCE OF 1232.51 FEET; THENCE N 88°49'37" E, A DISTANCE OF 388.70 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°02'32" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE S 88°50'42" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 13 AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1411.55 FEET; THENCE N 33°21'44" E, A DISTANCE OF 183.55 FEET; THENCE N 33°19'35" E, A DISTANCE OF 600.67 FEET; THENCE N 05°35'09" E, A DISTANCE OF 501.02 FEET; THENCE N 41°26'25" W, A DISTANCE OF 195.12 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°16'32" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 79.88 FEET TO THE NORTHWEST CORNER OF SAID TRACT 6 AND THE SOUTHWEST CORNER OF VACATED 30.00 FOOT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3042, PAGE 1109 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N 00°06'50" W, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 27 AND THE NORTHWEST CORNER OF SAID VACATED 30.00 FOOT RIGHT OF WAY; THENCE S 88°49'34" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 28 THROUGH 30 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY, A DISTANCE OF 1112.83 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 30; THENCE N 00°05'19" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 19 AND 30, A DISTANCE OF 968.85 FEET; THENCE N 89°00'18" E, A DISTANCE OF 780.76 FEET TO A POINT ON THE EAST BOUNDARY OF SAID TRACT 20; THENCE N 00°06'28" W, ALONG THE EAST BOUNDARY OF SAID TRACT 20, A DISTANCE OF 322.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°58'52" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 21 THROUGH 24 AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1301.50 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 01°01'03" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 31.84 FEET; THENCE S 89°13'55" W, A DISTANCE OF 383.17 FEET; THENCE S 00°07'48" E, A DISTANCE OF 613.85 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 23; THENCE N 89°09'06" E, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 23 AND 24, A DISTANCE OF 392.58 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°01'28" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.85 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID VACATED 30.00 FOOT ROAD; THENCE S 00°05'26" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 59.98 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 3,147,981 SQUARE FEET, OR 72.27 ACRES, MORE OR LESS.

### PARCEL F

A PORTION OF TRACTS 30 THROUGH 32 OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 30 AND PROCEED N 00°06'45" E, ALONG THE WEST BOUNDARY OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 30, A DISTANCE OF 18.24 FEET; THENCE N 89°43'18" E, A DISTANCE OF 24.13 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE N 00°26'25" W, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.49 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT 32; THENCE N 88°41'30" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 970.79 FEET TO THE NORTHEAST CORNER OF SAID TRACT 30; THENCE S 00°04'16" E, ALONG THE EAST BOUNDARY OF SAID TRACT 30, A DISTANCE OF 643.81 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 30; THENCE S 88°53'02" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 966.59 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 621,952 SQUARE FEET, OR 14.28 ACRES, MORE OR LESS.



**ABSOLUTE  
ENGINEERING, INC.**

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

## EXHIBIT 2 LEGAL DESCRIPTIONS WESTSIDE HAINES CITY CDD

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	4

## LEGAL DESCRIPTIONS:

### WYNNSTONE PARCELS

A portion of land in the West 1/2 of Section 19 and the Northwest 1/4 of Section 30, Township 26 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

BEGIN at the Southwest corner of SUNSET RIDGE PHASE 2, according to the plat thereof, recorded in Plat Book 126, Pages 36 through 41, inclusive, of the Public Records of Polk County, Florida; thence along the Southerly boundary of said SUNSET RIDGE PHASE 2, the following three (3) courses: 1) N 89°10'03" E a distance of 1061.38 feet; 2) S 00°10'59" E a distance of 150.01 feet; 3) N 89°06'55" E a distance of 458.47 feet to the Northwest corner of PART 1 of NATURES PRESERVE PHASE 1, according to the plat thereof, recorded in Plat Book 162, Pages 47 through 49, inclusive, of the Public Records of Polk County, Florida; thence along said Westerly boundary and the Southerly extension thereof, S 00°20'04" E a distance of 675.94 feet; thence N 89°07'01" E a distance of 662.09 feet to the Northwest corner of PART 2, of said NATURES PRESERVE PHASE 1, thence along said Westerly boundary and the Southerly extension thereof, S 00°21'36" E a distance of 1292.86 feet; thence S 89°03'33" W a distance of 331.34 feet; thence S 00°20'54" E a distance of 1326.13 feet; thence S 89°06'36" W a distance of 331.55 feet; thence S 00°20'19" E a distance of 1325.84 feet; thence S 00°12'46" E a distance of 30.00 feet; thence S 00°05'13" E a distance of 645.14 feet; thence S 89°05'30" W a distance of 779.49 feet; thence N 00°06'38" E a distance of 676.07 feet; thence S 89°09'38" W a distance of 764.88 feet; thence N 00°03'41" W a distance of 2619.11 feet; thence N 00°04'02" W a distance of 30.01 feet; thence N 00°04'22" W a distance of 2122.10 feet to the POINT OF BEGINNING.

Altogether containing 613.43 acres M.O.L.



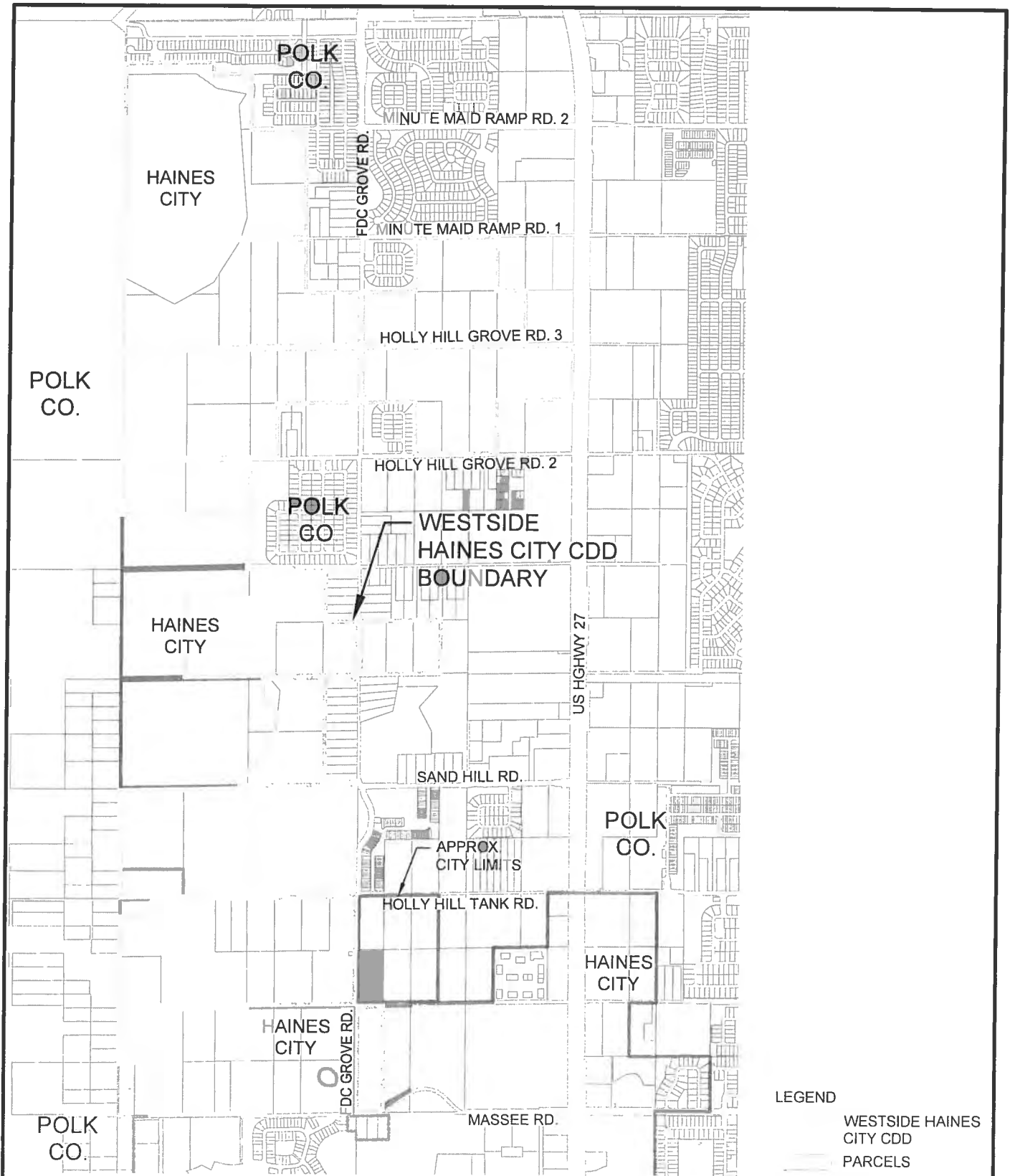
**ABSOLUTE  
ENGINEERING, INC.**

(813) 221-1515 TEL 1000 N. ASHLEY DRIVE, SUITE 925  
(813) 344-0100 FAX C.A. NO. 28358 TAMPA, FLORIDA 33602

**EXHIBIT 2  
LEGAL DESCRIPTIONS  
WESTSIDE HAINES CITY CDD**

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	5





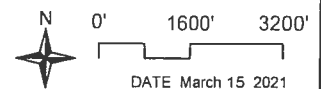
#### LEGEND

WESTSIDE HAINES  
CITY CDD  
PARCELS

SECTS 19, 30 & 31,  
T26S, R27E

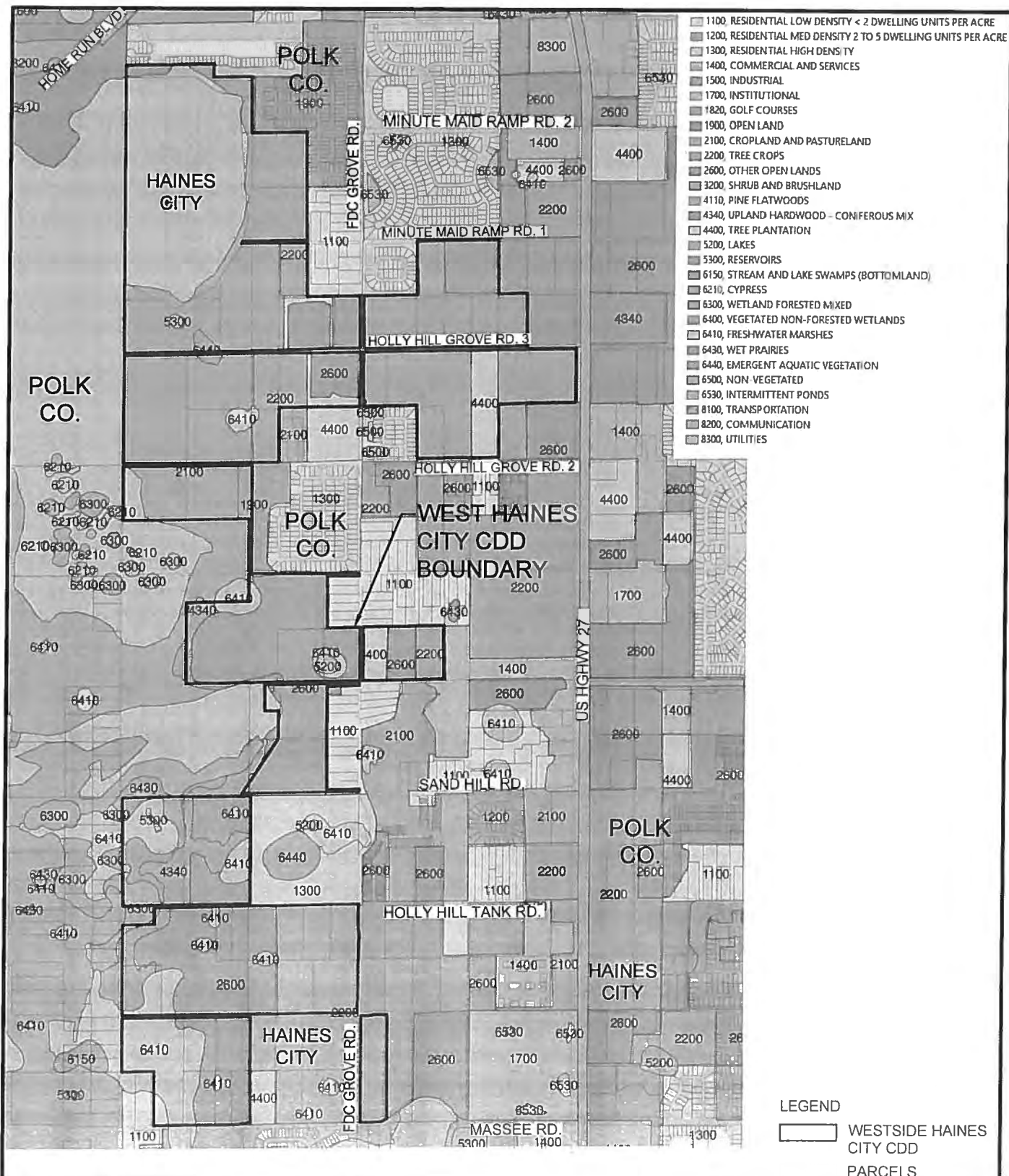
## EXHIBIT 3 - BOUNDARY MAP WESTSIDE HAINES CITY CDD

APPROX. CDD BOUNDARY  
AREA - 621.8± AC.



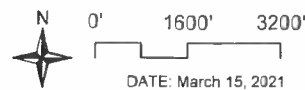
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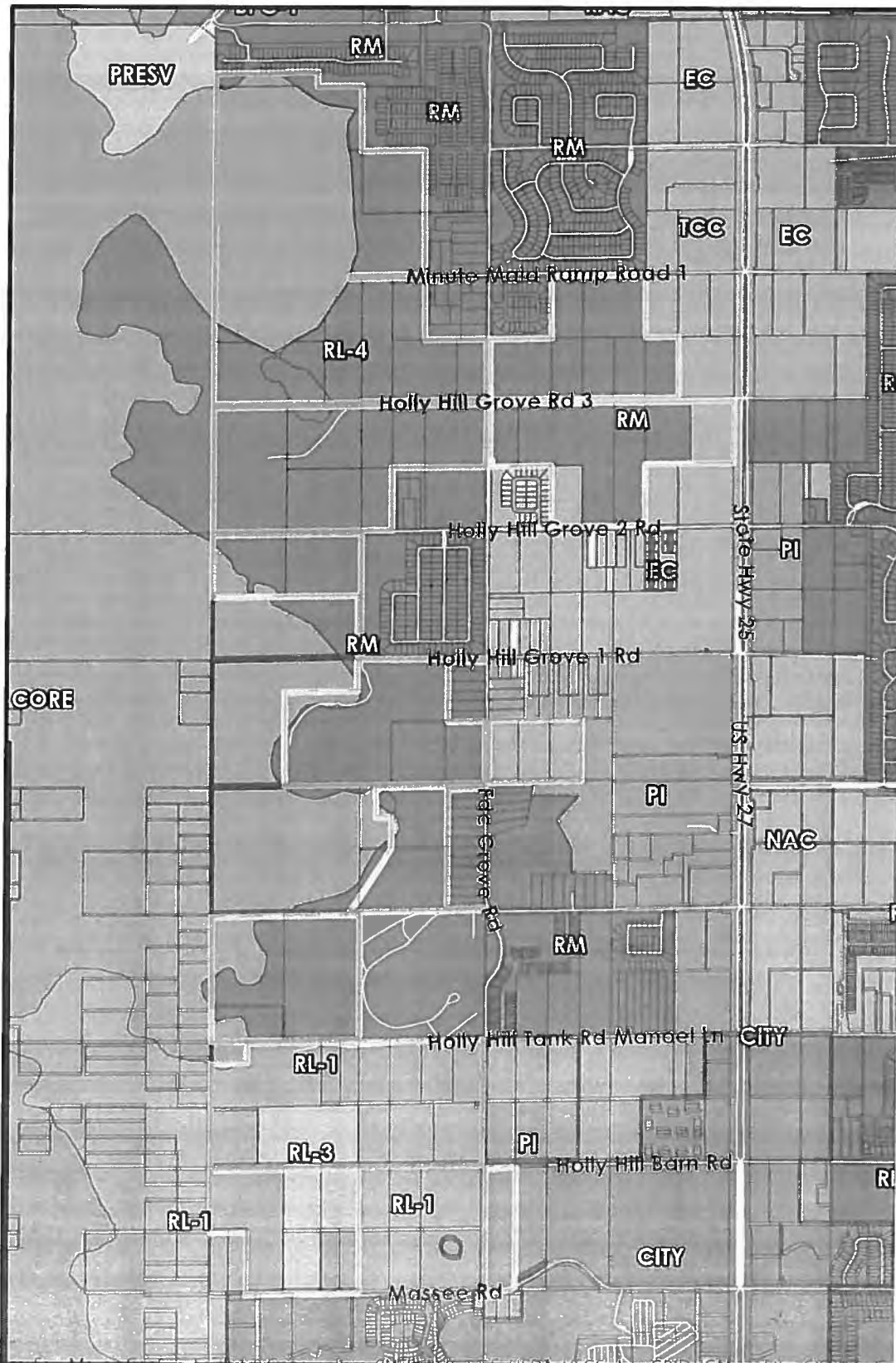




SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 4 - EXSITING LAND USE WESTSIDE HAINES CITY CDD





POLK COUNTY -  
FUTURE LAND USE

	BPC-1
	BPC-2
	CITY
	CORE
	EC
	INST-1
	LAKES
	LCC
	LR
	NAC
	PI
	PR
	RA
	RH
	RL
	R
	RL 4
	R

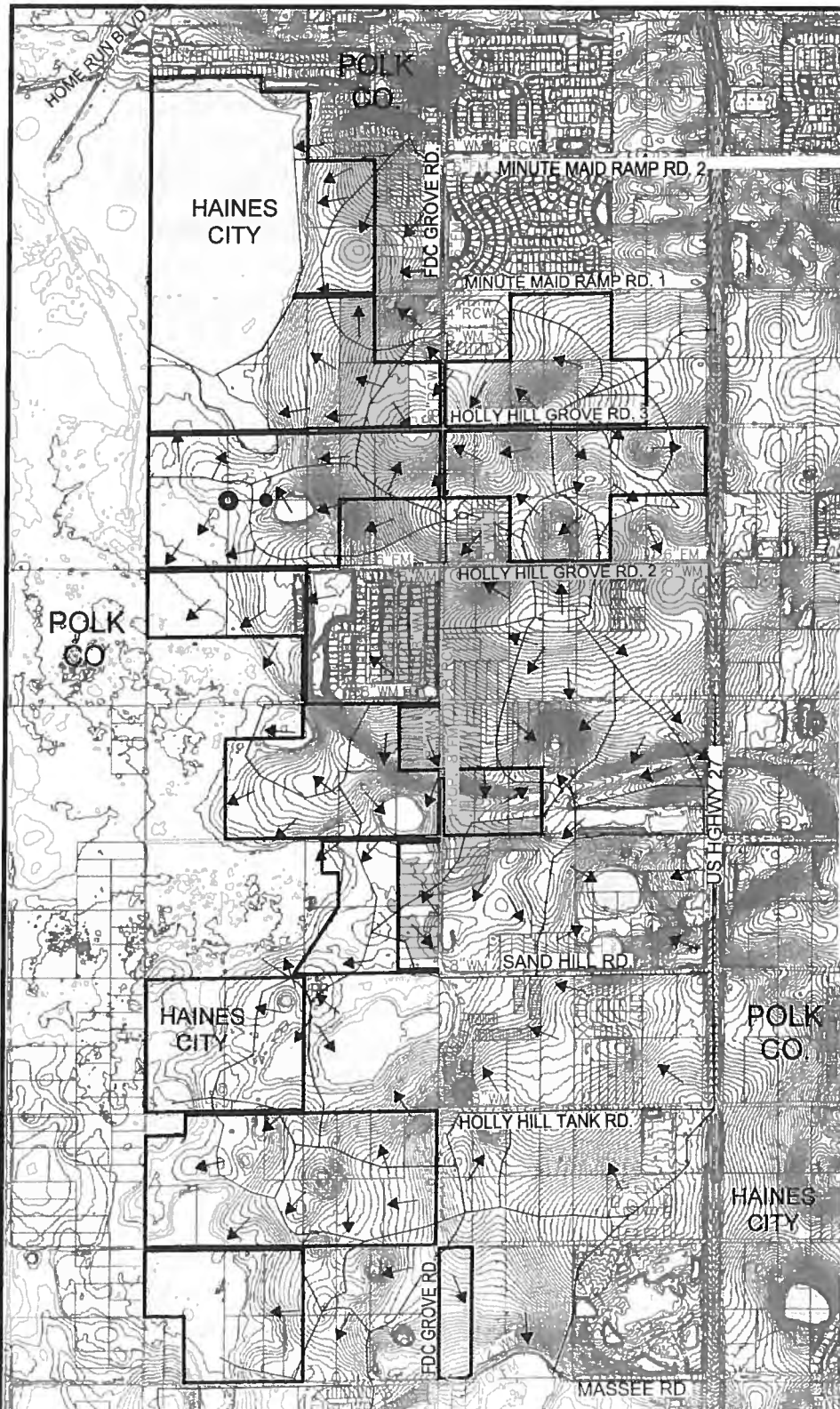
LEGEND

	WESTSIDE HAINES CITY CDD
	PARCELS

SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 5 - FUTURE LAND USE WESTSIDE HAINES CITY CDD





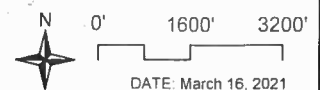
# LEGEND

- WESTSIDE HAINES CITY CDD
- PARCELS
- DRAINAGE AREA LIMITS
- DRAINAGE PATTERN
- EXISTIN
- T MAIN
- EXISTING
- IM MAIN

NOTE:  
CONTOUR INFORMATION PER POLK COUNTY LIDAR GIS DATABASE.

SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 6 - UTILITY LOCATION AND DRAINAGE MAP WESTSIDE HAINES CITY CDD



**Composite Exhibit 7**  
**Summary of Proposed District Facilities and Summary of Probable Cost**

<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	Polk County****	District Bonds	Polk County****
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	Polk County	District Bonds	Polk County

\*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

\*\*\*\* Haines City will own and maintain the water and sewer infrastructure for the 46 lots in the Southeast corner of the District.

	Brentwood Townhomes					Cascades Single Family				Wynnstone Single Family			
	Phase 1 (226 Lots) 2021-2023	Phase 2 (124 Lots) 2021-2023	Phase 3 (122 Lots) 2021-2023	Phase 4 (224 Lots) 2022-2025	Phase 5 (248 Lots) 2022-2025	Phase 1 (597 Lots) 2021-2024	Phase 2 (74 Lots) 2021-2024	Phase 3 (344 Lots) 2022-2025	Phase 1 (305 Lots) 2022-2025	Phase 2 (284 Lots) 2022-2025	Phase 3 (204 Lots) 2022-2025	Total (2,752 Lots)	
Infrastructure													
Offsite Improvements (1)(9)(11)	\$970,000	\$200,000	\$0	\$0	\$200,000	\$4,000,000	\$500,000	\$500,000	\$2,500,000	\$1,250,000	\$1,250,000	\$11,370,000	
Stormwater Management (1)(9)(10)(5)(6)(7)	\$1,284,390	\$1,103,340	\$1,169,370	\$1,721,040	\$2,249,280	\$2,835,625	\$450,000	\$2,750,000	\$1,300,000	\$2,062,500	\$1,262,500	\$18,188,045	
Utilities (Water, Sewer, & Street Lighting) (1)(5)(7)	\$1,169,820	\$1,004,920	\$1,065,060	\$1,567,520	\$2,048,640	\$2,731,250	\$450,000	\$2,750,000	\$1,265,000	\$2,012,500	\$1,012,500	\$17,077,210	
Roadway (1)(4)(5)(7)	\$560,790	\$481,740	\$510,570	\$751,440	\$982,080	\$1,365,625	\$265,000	\$1,582,500	\$560,000	\$1,200,000	\$690,000	\$8,949,745	
Entry Feature (1)(7)(8)(11)	\$100,000	\$0	\$0	\$0	\$100,000	\$750,000	\$0	\$0	\$250,000	\$125,000	\$125,000	\$1,450,000	
Parks and Amenities (1)(7)(11)	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,750,000	\$0	\$0	\$1,000,000	\$250,000	\$250,000	\$5,250,000	
Contingency (11)	\$565,000	\$310,000	\$305,000	\$560,000	\$620,000	\$1,492,500	\$185,000	\$842,500	\$750,000	\$200,000	\$510,000	\$6,340,000	
<b>TOTAL</b>	<b>\$5,650,000</b>	<b>\$3,100,000</b>	<b>\$3,050,000</b>	<b>\$5,600,000</b>	<b>\$6,200,000</b>	<b>\$14,925,000</b>	<b>\$1,850,000</b>	<b>\$3,425,000</b>	<b>\$7,625,000</b>	<b>\$7,100,000</b>	<b>\$5,100,000</b>	<b>\$68,625,000</b>	

Notes:

- 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.
- Excludes grading of each lot in conjunction with home construction, which will be provided by home builder.
- Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
- Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
- Includes subdivision infrastructure and civil/site engineering.
- Stormwater does not include grading associated with building pads.
- Estimates are based on 2020 cost.
- Includes entry features, signage, hardscape, landscape, irrigation and fencing.
- CDD will enter into a Lighting Agreement with Duke Energy for the streetlight poles and lighting service. Includes only the cost of undergrounding.
- Estimates based on 2,752 lots.
- The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).

1991

## WEEKLY PLAN

SCALE	MONTH
-------	-------

[illegible]

DRAWN BY	MJS
APPROVED BY	RM
CHECKED BY	RM
DATE	03/22/21

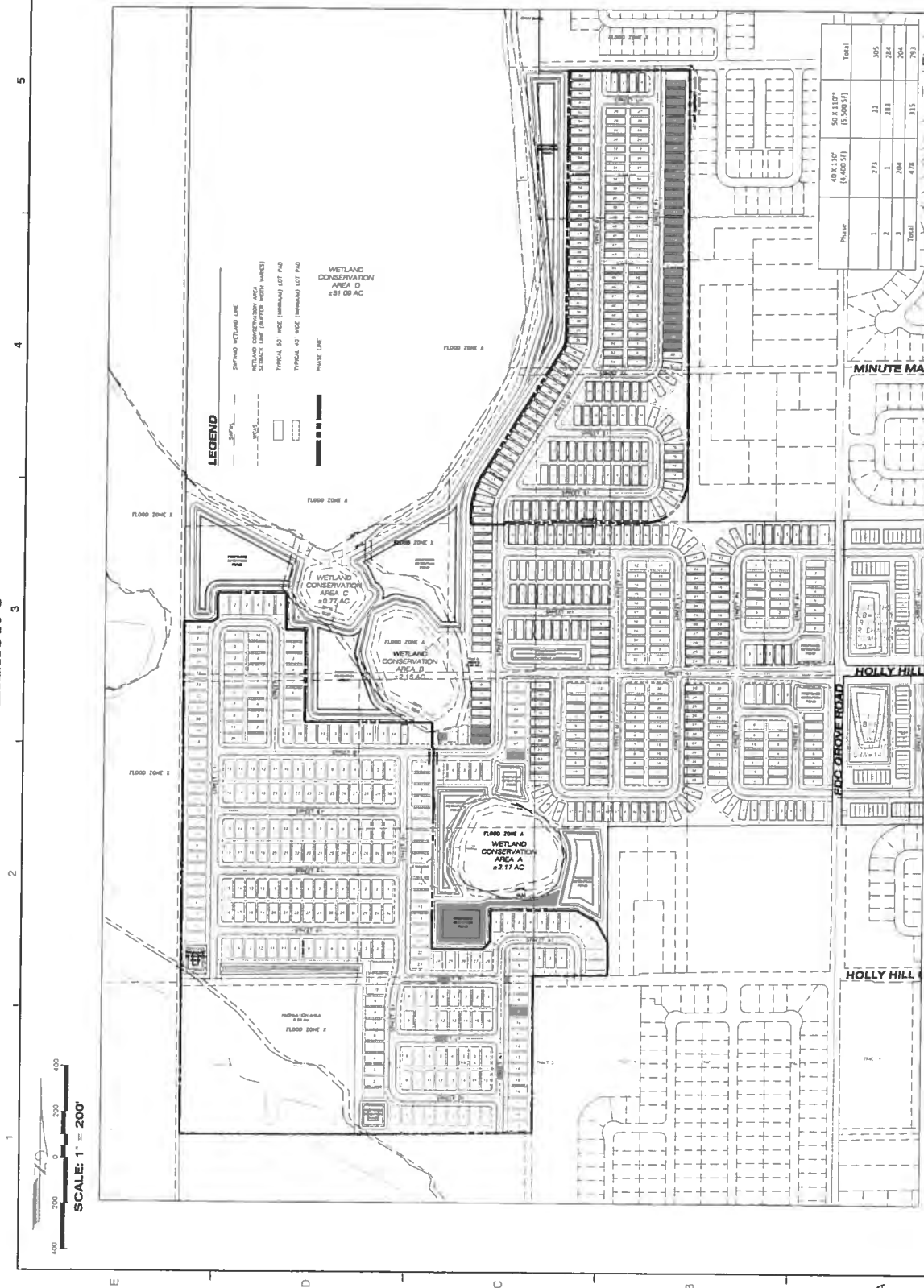
WYNNSTONE

PROJECT NO	50137547
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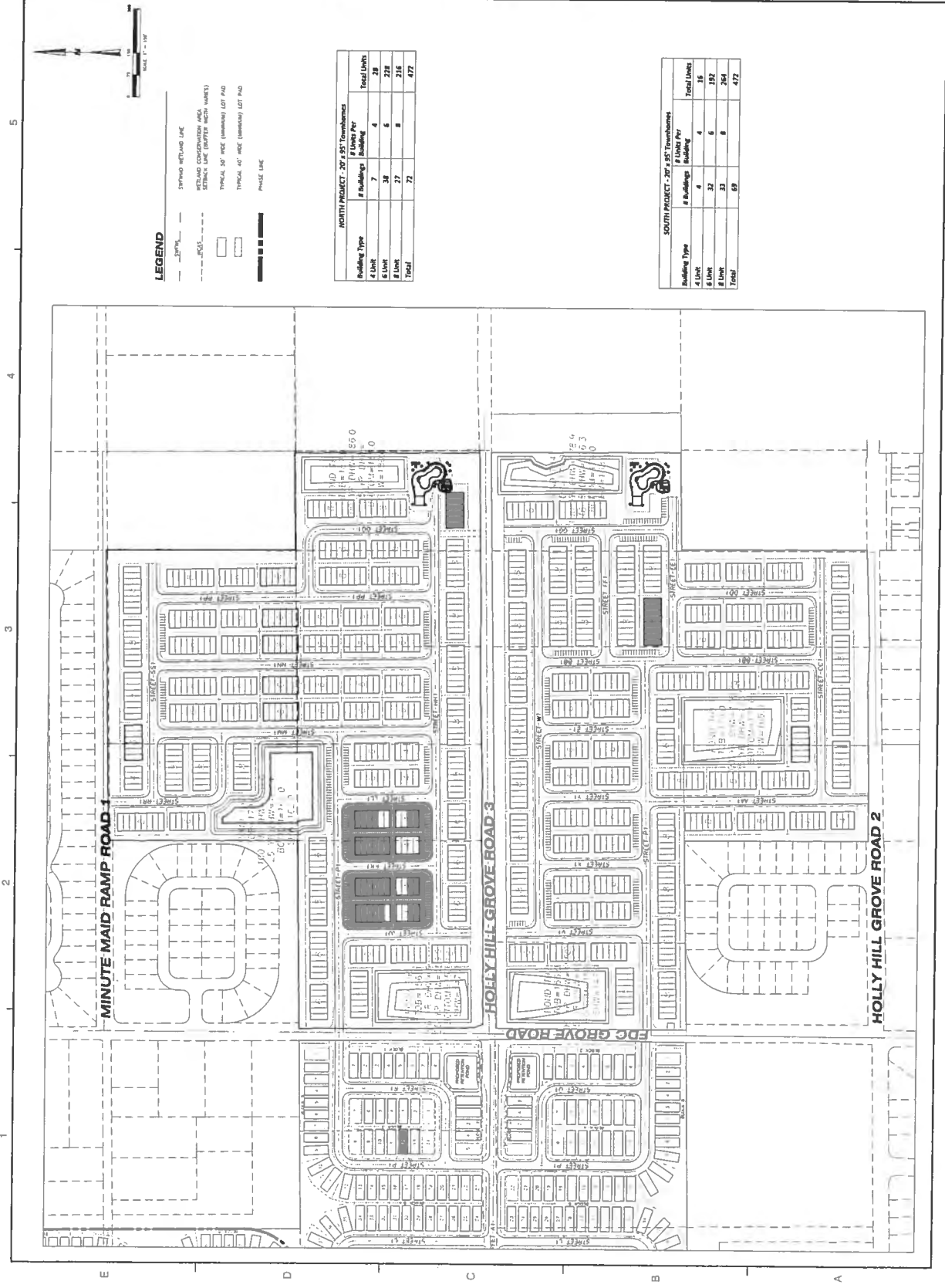
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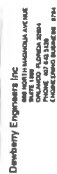
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Exhibit 8









SEAL

## KEY PLAN

SCALE NORTH

[illegible]

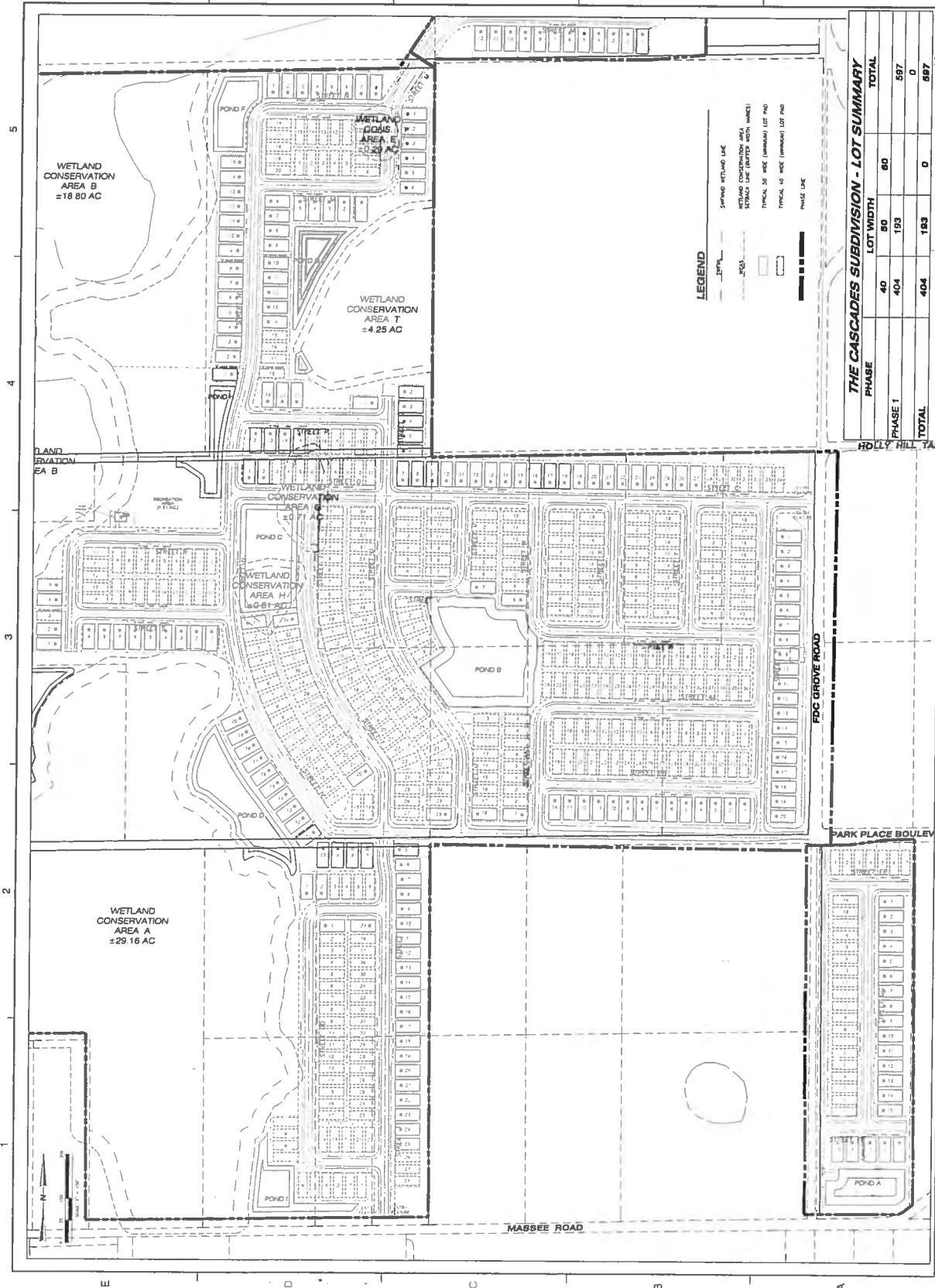
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APPROVED BY	RM
CHECKED BY	RM
DATE	03/22/11

## CASCADES PHASE 1

PROJECT NO. 50137547

3 OF 4

SHEET NO.



THE CASCADES SUBDIVISION - LOT SUMMARY				
PHASE	LOT WIDTH			TOTAL
	40	60	60	
PHASE 1	404	193		597
				0
TOTAL	404	193	0	597





Dewberry Engineers Inc.  
10000 W. 11th Avenue  
Suite 100  
Westside Haines  
Haines City, FL 33834  
Phone: 888.333.3333  
Fax: 888.333.3333

WESTSIDE HAINES  
CITY CDD  
HAINES CITY, FL

SCALE

NET PLAN

SCALE NORTH

NO	DATE	BY	DESCRIPTION

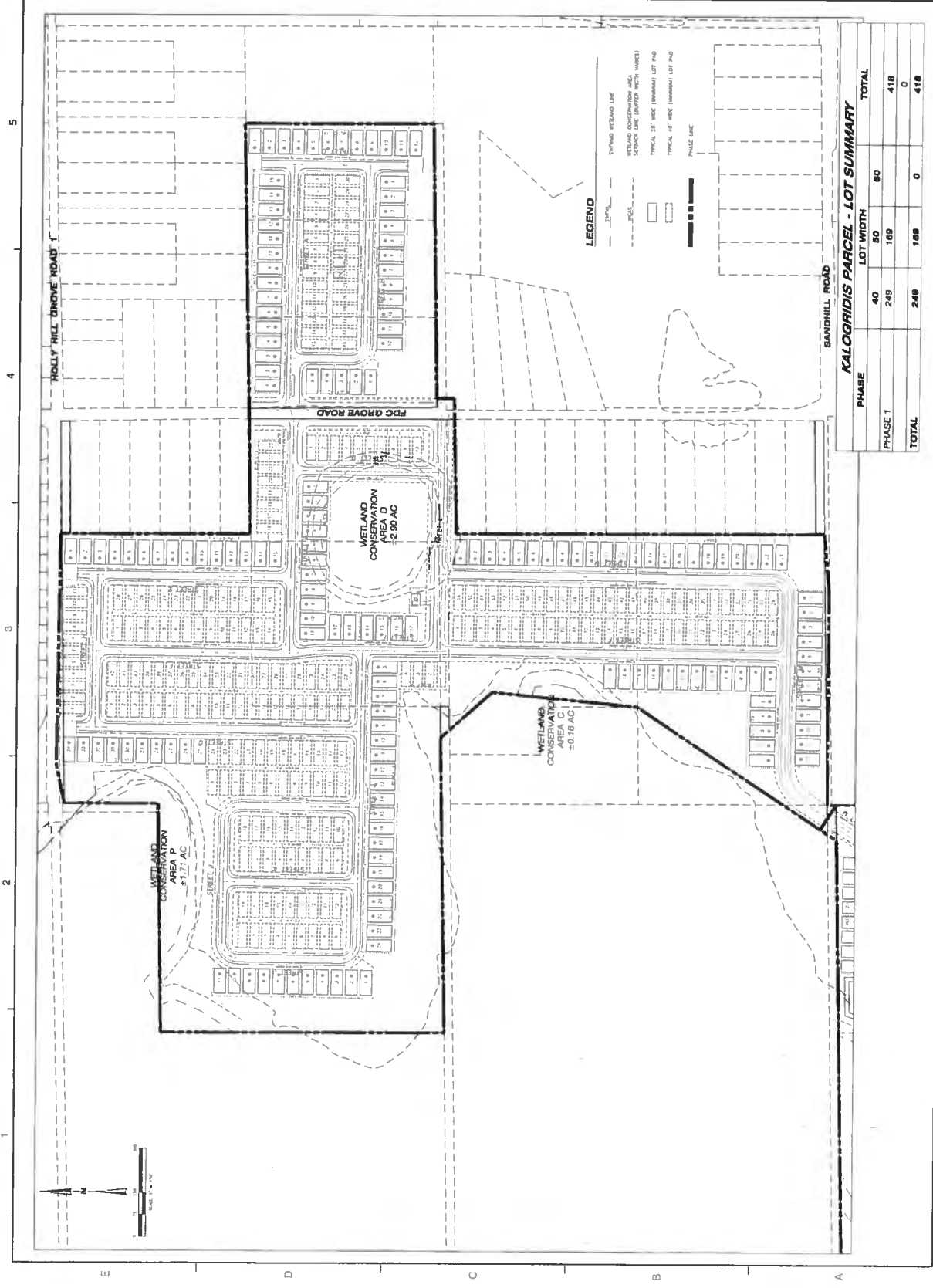
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APPROVED BY	MM
CHECKED BY	MM
DATE	03/20/21

CASCADES PHASES  
2 & 3

PROJECT NO. 5013742

4 OF 4

SHEET NO.



**Composite Exhibit B:**

*Methodology Report*

**COMPOSITE EXHIBIT B**

**MASTER  
ASSESSMENT METHODOLOGY  
  
FOR  
  
WESTSIDE HAINES CITY  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: March 29, 2021**

**Prepared by**

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

## Table of Contents

1.0 Introduction.....	3
1.1 Purpose.....	3
1.2 Background.....	3
1.3 Special Benefits and General Benefits .....	4
1.4 Requirements of a Valid Assessment Methodology .....	4
1.5 Special Benefits Exceed the Costs Allocated .....	5
2.0 Assessment Methodology .....	5
2.1 Overview .....	5
2.2 Allocation of Debt.....	6
2.3 Allocation of Benefit .....	6
2.4 Lienability Test: Special and Peculiar Benefit to the Property .....	6
2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments .....	7
3.0 True-Up Mechanism.....	8
4.0 Assessment Roll.....	8
5.0 Appendix .....	9
Table 1: Development Program.....	9
Table 2: Capital Improvement Cost Estimates.....	10
Table 3: Bond Sizing.....	11
Table 4: Allocation of Improvement Costs .....	12
Table 5: Allocation of Total Par Debt to Each Product Type.....	13
Table 6: Par Debt and Annual Assessments .....	14
Table 7: Preliminary Assessment Roll .....	15

GMS-CF, LLC does not represent the Westside Haines City 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 Westside Haines City Community Development District with financial advisory services or offer investment advice in any form.

## **1.0 Introduction**

The Westside Haines City 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 \$88,000,000 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 dated March 29, 2021 prepared by Dewberry Engineers 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 Improvements or Capital Improvement Plan ("Capital Improvements") that benefit property owners within the District.

### **1.1 Purpose**

This Master Assessment Methodology (the "Assessment Report") provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital 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 599.92 gross developable acres within Haines City, Florida. The development program for the District currently envisions approximately 2,752 residential units. The proposed development program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

The Capital Improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater

management facilities, utility facilities, roadways, entry features, and park and amenity features. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

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

### **1.3 Special Benefits and General Benefits**

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, 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.

The general public and property owners outside of the District may benefit from the provision of the Capital Improvements. However, any such benefit 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 Improvements. The property owners within the District are therefore receiving special benefits not received by the general public and 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 Capital Improvements being paid for.

- 2) The assessments must be fairly and reasonably allocated or apportioned 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 Will Equal or Exceed the Costs Allocated**

The special benefits provided to the property within the District will be equal to or 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 \$68,625,000. 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 \$88,000,000. 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 \$88,000,000 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 \$88,000,000 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 and lot sizes in the development as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvements needed to support the development; these construction costs are outlined in Table 2. The Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$68,625,000. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the Capital Improvements and related costs was determined by the District's Underwriter to total approximately \$88,000,000. 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 Improvements funded by District Bonds benefits all acres within the District.

The initial assessments will be levied on an equal basis to all gross acreage within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the Capital 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 Special 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 assigned properties 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 three product types within the planned development. The single-family 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 product type. It is important to note that the benefit derived from the Capital Improvements on a particular unit will exceed the cost that the unit 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 Improvements 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. The benefit from the Capital Improvements accrue in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Capital Improvements to the assigned 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 Capital Improvements 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 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 Special Assessment levied for the Capital Improvement 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 Capital Improvement Plan 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 product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular 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 assigned properties 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, 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 approved, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein ("Assigned Property"). In addition, the District must also prevent any buildup of debt on property or land that could be fully conveyed and/or platted without all of the debt being allocated ("Unassigned Property"). 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 Bond Special Assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated Bond Special 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 Special Assessments across the property within the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type 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 not finalized with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

TABLE 1  
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
DEVELOPMENT PROGRAM  
MASTER ASSESSMENT METHODOLOGY

Land Use*	Cascades	Brentwood	Wynnwood	Units	ERUs per Unit (1)	Total ERUs
Townhome	0	944	0	944	0.75	708
Single Family 40'	653	0	478	1131	1.00	1131
Single Family 50'	362	0	315	677	1.25	846.25
Total Units	1,015	944	793	2,752		2,685

(1) Benefit is allocated on an ERU basis; based on density of planned development, with TH at .75 ERU, 40' lot at 1 ERU, and 50' lot at 1.25 ERU

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

TABLE 2  
 WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
 CAPITAL IMPROVEMENT PLAN COST ESTIMATES  
 MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Offsite Improvements	\$ 11,370,000
Stormwater Management	\$ 18,188,045
Utilities (Water, Sewer, & Street Lighting)	\$ 17,077,210
Roadway	\$ 8,949,745
Entry Feature	\$ 1,450,000
Parks and Amenities	\$ 5,250,000
Contingencies	\$ 6,340,000
	\$ 68,625,000

(1) A detailed description of these improvements is provided in the Engineer's Report dated March 29, 2021.

TABLE 3  
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
BOND SIZING  
MASTER ASSESSMENT METHODOLOGY

Bond Sizing Description	Total
Construction Funds	\$ 68,625,000
Debt Service Reserve	\$ 6,393,104
Capitalized Interest	\$ 10,560,000
Underwriters Discount	\$ 1,760,000
Cost of Issuance	\$ 220,000
Contingency	\$ 441,896
<b>Par Amount*</b>	<b>\$ 88,000,000</b>

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  
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF IMPROVEMENT COSTS  
MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Townhome	944	0.75	708	26.37%	\$ 18,093,846	\$ 19,167
Single Family 40'	1131	1	1131	42.12%	\$ 28,904,152	\$ 25,556
Single Family 50'	677	1.25	846.25	31.51%	\$ 21,627,002	\$ 31,945
	2,752		2,685	100.00%	\$ 68,625,000	

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

TABLE 5  
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE  
MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Total Improvements		Allocation of Par		Per Unit Revised
		Costs Per Product	Type	Debt Per Product	Type	Par
Townhome	944	\$ 18,093,846		\$ 23,202,309		\$ 24,579
Single Family 40'	1131	\$ 28,904,152		\$ 37,064,705		\$ 32,772
Single Family 50'	677	\$ 21,627,002		\$ 27,732,986		\$ 40,965
	2,752	\$ 68,625,000		\$ 88,000,000		

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6  
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE  
MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual		Gross Annual	
					Debt Assessment Per Unit	Debt Assessment Per Unit	Debt Assessment Per Unit (1)	Debt Assessment Per Unit (1)
Townhome	944	\$ 23,202,309	\$ 24,579	\$ 1,685,622	\$ 1,786	\$ 1,786	\$ 1,920	\$ 1,920
Single Family 40'	1131	\$ 37,064,705	\$ 32,772	\$ 2,692,710	\$ 2,381	\$ 2,381	\$ 2,560	\$ 2,560
Single Family 50'	677	\$ 27,732,986	\$ 40,965	\$ 2,014,771	\$ 2,976	\$ 2,976	\$ 3,200	\$ 3,200
	2,752	\$ 88,000,000		\$ 6,393,104				

(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

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
PRELIMINARY ASSESSMENT ROLL  
MASTER ASSESSMENT METHODOLOGY

Owner	Property ID #'s	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Wynnstone Investors LLC	27-26-19-705000-030012	7.14	\$ 146,686	\$ 1,047,340	\$ 76,088	\$ 81,815
Wynnstone Investors LLC	27-26-19-705000-030171	81.07	\$ 146,686	\$ 11,891,852	\$ 863,930	\$ 928,957
Wynnstone Investors LLC	27-26-19-705000-030201	12.52	\$ 146,686	\$ 1,836,512	\$ 133,421	\$ 143,463
Wynnstone Investors LLC	27-26-19-705000-030210	9.81	\$ 146,686	\$ 1,438,992	\$ 104,541	\$ 112,410
Wynnstone Investors LLC	27-26-19-704500-040011	1.69	\$ 146,686	\$ 247,900	\$ 18,010	\$ 19,365
Wynnstone Investors LLC	27-26-19-704500-040141	16.53	\$ 146,686	\$ 2,424,723	\$ 176,154	\$ 189,412
Wynnstone Investors LLC	27-26-19-704500-040041	10.2	\$ 146,686	\$ 1,496,199	\$ 108,697	\$ 116,879
Wynnstone Investors LLC	27-26-19-705000-040050	9.51	\$ 146,686	\$ 1,394,986	\$ 101,344	\$ 108,972
Northeast Polk Land Investments LLC	27-26-19-705000-040060	5.03	\$ 146,686	\$ 737,832	\$ 53,603	\$ 57,637
Cassidy Holdings Group Inc	27-26-19-705000-040101	9.78	\$ 146,686	\$ 1,434,591	\$ 104,221	\$ 112,066
Northeast Polk Land Investments LLC	27-26-19-705000-040090	4.43	\$ 146,686	\$ 649,820	\$ 47,209	\$ 50,762
GLK Real Estate LLC	27-26-19-705000-020150	9.31	\$ 146,686	\$ 1,365,649	\$ 99,213	\$ 106,681
GLK Real Estate LLC	27-26-19-705000-020140	4.78	\$ 146,686	\$ 701,160	\$ 50,939	\$ 54,773
GLK Real Estate LLC	27-26-19-705000-020130	4.82	\$ 146,686	\$ 707,028	\$ 51,365	\$ 55,231
GLK Real Estate LLC	27-26-19-705000-020120	4.75	\$ 146,686	\$ 696,760	\$ 50,619	\$ 54,429
GLK Real Estate LLC	27-26-19-705000-020110	4.95	\$ 146,686	\$ 726,097	\$ 52,750	\$ 56,721
Wynnstone Investors LLC	27-26-19-705000-040170	22.91	\$ 146,686	\$ 3,360,581	\$ 244,143	\$ 262,519
Wynnstone Investors LLC	27-26-19-705000-040190	11.47	\$ 146,686	\$ 1,682,491	\$ 122,231	\$ 131,431
Cassidy Holdings Group Inc	27-26-19-705000-040210	4.83	\$ 146,686	\$ 708,494	\$ 51,471	\$ 55,346
Northeast Polk Land Investments LLC	27-26-19-705000-040220	5.16	\$ 146,686	\$ 756,901	\$ 54,988	\$ 59,127
Cassidy Holdings Group Inc	27-26-19-705000-040230	9.54	\$ 146,686	\$ 1,399,387	\$ 101,664	\$ 109,316
Thornhill East LLC	27-26-19-705000-020171	4.4	\$ 146,686	\$ 645,419	\$ 46,889	\$ 50,418
Northeast Polk Land Investments LLC	27-26-19-705000-020180	19.9	\$ 146,686	\$ 2,919,056	\$ 212,066	\$ 228,028
Northeast Polk Land Investments LLC	27-26-19-705000-020210	9.59	\$ 146,686	\$ 1,406,721	\$ 102,197	\$ 109,889
Northeast Polk Land Investments LLC	27-26-19-705000-020220	13.67	\$ 146,686	\$ 2,005,201	\$ 145,676	\$ 156,640
Wynnstone Investors LLC	27-26-19-705000-040290	11.48	\$ 146,686	\$ 1,683,958	\$ 122,338	\$ 131,546
Wynnstone Investors LLC	27-26-19-705000-040280	4.82	\$ 146,686	\$ 707,028	\$ 51,365	\$ 55,231
Cassidy Holdings LLC	27-26-19-705000-020300	4.74	\$ 146,686	\$ 695,293	\$ 50,512	\$ 54,314
Cassidy Holdings LLC	27-26-90-708000-030010	11.35	\$ 146,686	\$ 1,664,889	\$ 120,952	\$ 130,056
Wynnstone Investors LLC	27-26-60-708000-030030	11.55	\$ 146,686	\$ 1,694,226	\$ 123,084	\$ 132,348

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)
Cassidy Holdings LLC	27-26-30-708000-030132	0.43	\$ 146,686	\$ 63,075	\$ 4,582	\$ 4,927
Cassidy Holdings LLC	27-26-30-708000-030202	0.22	\$ 146,686	\$ 32,271	\$ 2,344	\$ 2,521
Cassidy Holdings LLC	27-26-30-708000-030191	36.43	\$ 146,686	\$ 5,343,779	\$ 388,220	\$ 417,441
Northeast Polk Land Investments LLC	27-26-30-708000-030261	8.29	\$ 146,686	\$ 1,216,029	\$ 88,343	\$ 94,993
Polk Urban Management Project LLC	27-26-30-708000-030250	6.14	\$ 146,686	\$ 900,653	\$ 65,431	\$ 70,356
GLK Real Estate LLC	27-26-30-708000-010320	4.5	\$ 146,686	\$ 660,088	\$ 47,955	\$ 51,564
Cassidy Property Investments LLC	27-26-30-708000-010310	4.88	\$ 146,686	\$ 715,829	\$ 52,004	\$ 55,918
Northeast Polk Land Investments LLC	27-26-30-708000-010300	4.87	\$ 146,686	\$ 714,362	\$ 51,898	\$ 55,804
Cassidy Holdings LLC	27-26-30-707500-040051	8.74	\$ 146,686	\$ 1,282,038	\$ 93,139	\$ 100,149
Cassidy Holdings LLC	27-26-30-708000-040097	12.06	\$ 146,686	\$ 1,769,036	\$ 128,519	\$ 138,192
Cassidy Holdings LLC	27-26-30-708000-040131	0.18	\$ 146,686	\$ 26,404	\$ 1,918	\$ 2,063
GLK Real Estate LLC	27-26-30-708000-040170	16.79	\$ 146,686	\$ 2,462,862	\$ 178,924	\$ 192,392
GLK Real Estate LLC	27-26-30-708500-040190	23	\$ 146,686	\$ 3,373,783	\$ 245,102	\$ 263,550
Cassidy Holdings LLC	27-26-31-708500-030011	36.12	\$ 146,686	\$ 5,298,306	\$ 384,916	\$ 413,888
Cassidy Holdings LLC	27-26-31-708500-030041	2.85	\$ 146,686	\$ 418,056	\$ 30,371	\$ 32,657
Cassidy Holdings LLC	27-26-31-708500-030042	2.85	\$ 146,686	\$ 418,056	\$ 30,371	\$ 32,657
Northeast Polk Land Investments LLC	27-26-31-708500-030060	4.92	\$ 146,686	\$ 721,696	\$ 52,430	\$ 56,377
Polk Urban Management Project LLC	27-26-31-708500-030070	4.93	\$ 146,686	\$ 723,163	\$ 52,537	\$ 56,491
Polk Urban Management Project LLC	27-26-31-708500-030080	12.21	\$ 146,686	\$ 1,791,039	\$ 130,117	\$ 139,911
GLK Real Estate LLC	27-26-31-708500-030151	23.97	\$ 146,686	\$ 3,516,069	\$ 255,439	\$ 274,665
GAMA Investors LLC	27-26-31-708500-030121	4.9	\$ 146,686	\$ 718,763	\$ 52,217	\$ 56,148
Northeast Polk Land Investments LLC	27-26-31-708500-030101	6.9	\$ 146,686	\$ 1,012,135	\$ 73,531	\$ 79,065
GLK Real Estate LLC	27-26-31-708500-030190	5.7	\$ 146,686	\$ 836,111	\$ 60,743	\$ 65,315
GLK Real Estate LLC	27-26-31-708500-030200	5.69	\$ 146,686	\$ 834,645	\$ 60,636	\$ 65,200
GLK Real Estate LLC	27-26-31-708500-030300	5.69	\$ 146,686	\$ 834,645	\$ 60,636	\$ 65,200
GLK Real Estate LLC	27-26-31-708500-030292	2.85	\$ 146,686	\$ 418,056	\$ 30,371	\$ 32,657
GLK Real Estate LLC	27-26-31-708500-030291	2.85	\$ 146,686	\$ 418,056	\$ 30,371	\$ 32,657
Cassidy Holdings LLC	27-26-31-708500-010170	9.23	\$ 146,686	\$ 1,353,914	\$ 98,360	\$ 105,764
<b>Totals</b>		<b>599.92</b>		<b>\$ 88,000,000</b>	<b>\$ 6,393,104</b>	<b>\$ 6,874,305</b>

Annual Assessment Periods	30
Projected Bond Rate (%)	6.00%
Maximum Annual Debt Service	\$6,393,104

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

Prepared by: Governmental Management Services - Central Florida, LLC

**SUPPLEMENTAL  
ASSESSMENT METHODOLOGY - ASSESSMENT AREA ONE**

**FOR**

**WESTSIDE HAINES CITY  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: July 7, 2021**

**Prepared by**

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

## Table of Contents

1.0 Introduction.....	3
1.1 Purpose.....	3
1.2 Background.....	3
1.3 Special Benefits and General Benefits .....	4
1.4 Requirements of a Valid Assessment Methodology .....	5
1.5 Special Benefits Exceed the Costs Allocated .....	5
2.0 Assessment Methodology .....	5
2.1 Overview .....	5
2.2 Allocation of Debt.....	6
2.3 Allocation of Benefit .....	7
2.4 Lienability Test: Special and Peculiar Benefit to the Property .....	7
2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments .....	7
3.0 True-Up Mechanism .....	8
4.0 Assessment Roll.....	9
5.0 Appendix .....	10
Table 1: Development Program .....	10
Table 2: Capital Improvement Cost Estimates .....	11
Table 3: Bond Sizing .....	12
Table 4: Allocation of Improvement Costs .....	13
Table 5: Allocation of Total Par Debt to Each Product Type.....	14
Table 6: Par Debt and Annual Assessments .....	15
Table 7: Preliminary Assessment Roll .....	16

GMS-CF, LLC does not represent the Westside Haines City 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 Westside Haines City Community Development District with financial advisory services or offer investment advice in any form.

## **1.0 Introduction**

The Westside Haines City 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 will issue \$19,810,000 of tax-exempt bonds (the “Bonds”) for the purpose of financing certain Assessment Area One infrastructure improvements (“Assessment Area One Capital Improvement Plan”) within the District more specifically described in the Engineer’s Report dated March 29, 2021 prepared by Dewberry Engineers Inc., Brentwood – Phase 1, Cascades Phase 1 and Phase 2 (collectively known as “Assessment Area One”) as described on Composite Exhibit 7, 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 Assessment Area One Capital Improvements or Assessment Area One Capital Improvement Plan (“Capital Improvements”) that benefit property owners within Assessment Area One of the District.

### **1.1 Purpose**

This Supplemental Assessment Methodology for Assessment Area One (the “Supplemental Report”) which supplements the certain Master Assessment Methodology dated March 29, 2021 (the “Master Report”) and together with the Supplemental Report (the “Assessment Report”), provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Assessment Area One Capital Improvements. This Assessment Report may be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Assessment Area One 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 Assessment Area One of 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 599.92 gross developable acres within Haines City, Florida. The development program for Assessment Area One of the District currently envisions approximately 897 residential units. The proposed development

program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

The Assessment Area One Capital Improvements contemplated by the District in the Assessment Area One Capital Improvement Plan will provide facilities that benefit certain property within Assessment Area One 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 Improvements.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvements.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvements.
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 and type of platted units.

### **1.3 Special Benefits and General Benefits**

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, 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 One Capital Improvement Plan enables properties within the boundaries of Assessment Area One of the District to be developed. Without the District's Assessment Area One Capital Improvement Plan, there would be no infrastructure to support development of land within Assessment Area One of the District. Without these improvements, development of the property within Assessment Area One of the District would be prohibited by law.

The general public and property owners outside of Assessment Area One of the District may benefit from the provision of the Assessment Area One Capital Improvements. However, any such benefit will be incidental for the purpose of the Assessment Area One Capital Improvement Plan, which is designed solely to meet the needs of property within the Assessment Area One of the District. Properties outside of Assessment Area One of the District boundaries do not depend upon the District's Assessment Area One

Capital Improvements. The property owners within Assessment Area One of the District are therefore receiving special benefits not received by the general public and those outside Assessment Area One 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 Capital Improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated or apportioned 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 Will Equal or Exceed the Costs Allocated**

The special benefits provided to the property within Assessment Area One of the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Assessment Area One Capital Improvement Plan that is necessary to support full development of property within Assessment Area One of the District will cost approximately \$22,425,000. The District's Underwriter projects that financing costs required to fund the Assessment Area One Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be \$19,810,000. Without the Assessment Area One Capital Improvement Plan, the property within Assessment Area One of 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 will issue \$19,810,000 in Bonds in one or more series to fund a portion of the District's Assessment Area One 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 \$19,810,000 in debt to the properties within Assessment Area One of the District benefiting from the Assessment Area One Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within Assessment Area One of the District. The District has commissioned

an Engineer's Report that includes estimated construction costs for the Assessment Area One Capital Improvements needed to support the development; these construction costs are outlined in Table 2. The Assessment Area One Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$22,425,000. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for a portion of the Assessment Area One Capital Improvements and related costs to total \$19,810,000. 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 Assessment Area One of the District is completed. Until the platting process occurs, the Assessment Area One Capital Improvements funded by District Bonds benefits all acres within Assessment Area One of the District.

The initial assessments will be levied on an equal basis to all gross acreage within Assessment Area One of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all the lands within Assessment Area One of the District are benefiting from the Assessment Area One Capital Improvements. If any parcel, or part thereof, is sold to a builder or other third party prior to platting, the assessments will be allocated to such parcel of land based on the development plan associated with that parcel, or part thereof. The owner of that parcel, or part thereof, would be responsible for any true-up payment due in accordance with Section 3.0.

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 Special 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 assigned properties within Assessment Area One of 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 Assessment Area One 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 three product types 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 product type. It is important to note that the benefit derived from the Assessment Area One Capital Improvements on a particular unit will exceed the cost that the unit 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 One Capital Improvements 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. The benefit from the Assessment Area One Capital Improvements accrues in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Assessment Area One Capital Improvements to the assigned 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 because of their logical connection from the Assessment Area One Capital Improvements provided.

For the provision of the Assessment Area One 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 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 Special Assessment levied for the Assessment Area One Capital Improvement 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 Assessment Area One Capital Improvement

Plan 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 Assessment Area One Capital Improvement Plan have been apportioned to the property within Assessment Area One of the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of Assessment Area One of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular 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 assigned properties are built and sold as planned, and the entire proposed Assessment Area One 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, it does have an important role to play during platting and site planning. Whenever a plat, declaration of condominium or site plan is approved, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein ("Assigned Property"). In addition, the District must also prevent any buildup of debt on property or land that could be fully conveyed and/or platted without all of the debt being allocated ("Unassigned Property"). 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 Bond Special Assessment revenue that remains on the Unassigned Properties, considering the full development plan of Assessment Area One of the District. If the total anticipated Bond Special 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 Special Assessments across the property within the District Assessment Area One 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 or product type 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 not finalized with certainty on any acre of land in the Assessment Area One of the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

**TABLE 1**  
**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**  
**DEVELOPMENTAL PROGRAM**  
**SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA ONE**

Land Use*	Brentwood	Cascades		Units	ERUs per Unit (1)	Total ERUs
		Phase 1	Phase 2			
Townhome	226	0	0	226	0.75	170
Single Family 40'	0	404	30	434	1.00	434
Single Family 50'	0	193	44	237	1.25	296
<b>Total Units</b>	<b>226</b>	<b>597</b>	<b>74</b>	<b>897</b>		<b>900</b>

(1) Benefit is allocated on an ERU basis; based on density of planned development, with TH at .75 ERU, 40' lot at 1 ERU, and 50' lot at 1.25 ERU

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

TABLE 2  
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT PLAN COST ESTIMATES  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA ONE

Capital Improvement Plan ("CIP") (1)	Brentwood - Phase 1	Cascades - Phases 1 and 2	Total Cost Estimate
Offsite Improvements	\$ 970,000	\$ 4,500,000	\$ 5,470,000
Stormwater Management	\$ 1,284,390	\$ 3,285,625	\$ 4,570,015
Utilities (Water, Sewer, & Street Lighting)	\$ 1,169,820	\$ 3,181,250	\$ 4,351,070
Roadway	\$ 560,790	\$ 1,630,625	\$ 2,191,415
Entry Feature	\$ 100,000	\$ 750,000	\$ 850,000
Parks and Amenities	\$ 1,000,000	\$ 1,750,000	\$ 2,750,000
Contingencies	\$ 565,000	\$ 1,677,500	\$ 2,242,500
	\$ 5,650,000	\$ 16,775,000	\$ 22,425,000

(1) A detailed description of these improvements is provided in the Engineer's Report dated March 29, 2021.

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TABLE 3  
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
BOND SIZING  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA ONE

Bond Sizing	
Description	Total
<b>Sources</b>	
Par	\$ 19,810,000
Bond Premium	\$ 441,578
<b>Total Sources</b>	<b>\$ 20,251,578</b>
<b>Uses</b>	
Assessment Area One Escrow Subaccount - Brentwood	\$ 3,148,586
Assessment Area One Escrow Subaccount - Cascades	\$ 6,173,425
Assessment Area One Construction Account - Cascades	\$ 8,673,773
Debt Service Reserve	\$ 1,097,950
Capitalized Interest	\$ 547,168
Underwriters Discount	\$ 396,200
Cost of Issuance	\$ 214,475
<b>Total Uses</b>	<b>\$ 20,251,578</b>
<b>Bond Assumptions:</b>	
Average Coupon	3.30%
Amortization	30 years
Capitalized Interest	10 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**  
**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**  
**ALLOCATION OF IMPROVEMENT COSTS**  
**SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA ONE**

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Townhome	226	0.75	169.5	18.84%	\$ 4,224,548	\$ 18,693
Single Family 40'	434	1.00	434	48.24%	\$ 10,816,838	\$ 24,924
Single Family 50'	237	1.25	296.25	32.93%	\$ 7,383,614	\$ 31,154
	897		900	100.00%	\$ 22,425,000	

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

**TABLE 5**  
**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**  
**ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE**  
**SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA ONE**

Land Use	No. of Units *	Total Improvements			Allocation of Par Debt Per Product		Allocation of Par Debt Per Product		Per Unit Revised Par
		Costs Per Product	Type	Developer Contribution	Type - Before		Type - After		
					Developer Contribution	Developer Contribution	Developer Contribution	Developer Contribution	
Townhome	226	\$	4,224,548	\$	3,466,004	\$	-	\$	15,336
Single Family 40'	434	\$	10,816,838	\$	10,571,229	\$	-	\$	24,358
Single Family 50'	237	\$	7,383,614	\$	7,216,058	\$	1,443,290	\$	24,358
	897	\$	22,425,000	\$	21,253,290	\$	1,443,290	\$	19,810,000

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



TABLE 6 WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA ONE									
Land Use	No. of Units *	Allocation of Par Debt Per Product Type - After Developer Contribution		Total Par Debt Per Unit	Maximum Annual Debt Service		Net Annual Debt Assessment Per Unit		Gross Annual Debt Assessment Per Unit (1)
					Annual Debt	Service	Assessment	Per Unit	
Townhome	226	\$	3,466,004	\$ 15,336	\$	192,100	\$ 850	\$	914
Single Family 40'	434	\$	10,571,229	\$ 24,358	\$	585,900	\$ 1,350	\$	1,452
Single Family 50'	237	\$	5,772,768	\$ 24,358	\$	319,950	\$ 1,350	\$	1,452
	897	\$	19,810,000		\$	1,097,950			

(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

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
 PRELIMINARY ASSESSMENT ROLL  
 SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA ONE

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)
Wynnstone Investors LLC	27-26-19-705000-030012	7.14	\$ 33,021	\$ 235,770	\$ 13,067	\$ 14,051
Wynnstone Investors LLC	27-26-19-705000-030171	81.07	\$ 33,021	\$ 2,677,018	\$ 148,371	\$ 159,539
Wynnstone Investors LLC	27-26-19-705000-030201	12.52	\$ 33,021	\$ 413,424	\$ 22,914	\$ 24,638
Wynnstone Investors LLC	27-26-19-705000-030210	9.81	\$ 33,021	\$ 323,937	\$ 17,954	\$ 19,305
Wynnstone Investors LLC	27-26-19-704500-040011	1.69	\$ 33,021	\$ 55,806	\$ 3,093	\$ 3,326
Wynnstone Investors LLC	27-26-19-704500-040141	16.53	\$ 33,021	\$ 545,838	\$ 30,253	\$ 32,530
Wynnstone Investors LLC	27-26-19-704500-040041	10.2	\$ 33,021	\$ 336,815	\$ 18,668	\$ 20,073
Wynnstone Investors LLC	27-26-19-705000-040050	9.51	\$ 33,021	\$ 314,030	\$ 17,405	\$ 18,715
Northeast Polk Land Investments LLC	27-26-19-705000-040060	5.03	\$ 33,021	\$ 166,096	\$ 9,206	\$ 9,899
Cassidy Holdings Group Inc	27-26-19-705000-040101	9.78	\$ 33,021	\$ 322,946	\$ 17,899	\$ 19,246
Northeast Polk Land Investments LLC	27-26-19-705000-040090	4.43	\$ 33,021	\$ 146,283	\$ 8,108	\$ 8,718
GLK Real Estate LLC	27-26-19-705000-020150	9.31	\$ 33,021	\$ 307,426	\$ 17,039	\$ 18,321
GLK Real Estate LLC	27-26-19-705000-020140	4.78	\$ 33,021	\$ 157,841	\$ 8,748	\$ 9,407
GLK Real Estate LLC	27-26-19-705000-020130	4.82	\$ 33,021	\$ 159,162	\$ 8,821	\$ 9,485
GLK Real Estate LLC	27-26-19-705000-020120	4.75	\$ 33,021	\$ 156,850	\$ 8,693	\$ 9,348
GLK Real Estate LLC	27-26-19-705000-020110	4.95	\$ 33,021	\$ 163,454	\$ 9,059	\$ 9,741
Wynnstone Investors LLC	27-26-19-705000-040170	22.91	\$ 33,021	\$ 756,513	\$ 41,929	\$ 45,085
Wynnstone Investors LLC	27-26-19-705000-040190	11.47	\$ 33,021	\$ 378,752	\$ 20,992	\$ 22,572
Cassidy Holdings Group Inc	27-26-19-705000-040210	4.83	\$ 33,021	\$ 159,492	\$ 8,840	\$ 9,505
Northeast Polk Land Investments LLC	27-26-19-705000-040220	5.16	\$ 33,021	\$ 170,389	\$ 9,444	\$ 10,154
Cassidy Holdings Group Inc	27-26-19-705000-040230	9.54	\$ 33,021	\$ 315,021	\$ 17,460	\$ 18,774
Thornhill East LLC	27-26-19-705000-020171	4.4	\$ 33,021	\$ 145,293	\$ 8,053	\$ 8,659
Northeast Polk Land Investments LLC	27-26-19-705000-020180	19.9	\$ 33,021	\$ 657,119	\$ 36,420	\$ 39,162
Northeast Polk Land Investments LLC	27-26-19-705000-020210	9.59	\$ 33,021	\$ 316,672	\$ 17,551	\$ 18,872
Northeast Polk Land Investments LLC	27-26-19-705000-020220	13.67	\$ 33,021	\$ 451,398	\$ 25,018	\$ 26,901
Wynnstone Investors LLC	27-26-19-705000-040290	11.48	\$ 33,021	\$ 379,082	\$ 21,010	\$ 22,592
Wynnstone Investors LLC	27-26-19-705000-040280	4.82	\$ 33,021	\$ 159,162	\$ 8,821	\$ 9,485
Cassidy Holdings LLC	27-26-19-705000-020300	4.74	\$ 33,021	\$ 156,520	\$ 8,675	\$ 9,328
Cassidy Holdings LLC	27-26-90-708000-030010	11.35	\$ 33,021	\$ 374,789	\$ 20,772	\$ 22,336
Wynnstone Investors LLC	27-26-60-708000-030030	11.55	\$ 33,021	\$ 381,393	\$ 21,138	\$ 22,729

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)
Cassidy Holdings LLC	27-26-30-708000-030132	0.43	\$ 33,021	\$ 14,199	\$ 787	\$ 846
Cassidy Holdings LLC	27-26-30-708000-030202	0.22	\$ 33,021	\$ 7,265	\$ 403	\$ 433
Cassidy Holdings LLC	27-26-30-708000-030191	36.43	\$ 33,021	\$ 1,202,958	\$ 66,673	\$ 71,691
Northeast Polk Land Investments LLC	27-26-30-708000-030261	8.29	\$ 33,021	\$ 273,745	\$ 15,172	\$ 16,314
Polk Urban Management Project LLC	27-26-30-708000-030250	6.14	\$ 33,021	\$ 202,749	\$ 11,237	\$ 12,083
GLK Real Estate LLC	27-26-30-708000-010320	4.5	\$ 33,021	\$ 148,595	\$ 8,236	\$ 8,856
Cassidy Property Investments LLC	27-26-30-708000-010310	4.88	\$ 33,021	\$ 161,143	\$ 8,931	\$ 9,603
Northeast Polk Land Investments LLC	27-26-30-708000-010300	4.87	\$ 33,021	\$ 160,813	\$ 8,913	\$ 9,584
Cassidy Holdings LLC	27-26-30-707500-040051	8.74	\$ 33,021	\$ 288,604	\$ 15,996	\$ 17,200
Cassidy Holdings LLC	27-26-30-708000-040097	12.06	\$ 33,021	\$ 398,234	\$ 22,072	\$ 23,733
Cassidy Holdings LLC	27-26-30-708000-040131	0.18	\$ 33,021	\$ 5,944	\$ 329	\$ 354
GLK Real Estate LLC	27-26-30-708000-040170	16.79	\$ 33,021	\$ 554,424	\$ 30,728	\$ 33,041
GLK Real Estate LLC	27-26-30-708000-040190	23	\$ 33,021	\$ 759,485	\$ 42,094	\$ 45,262
Cassidy Holdings LLC	27-26-31-708500-030011	36.12	\$ 33,021	\$ 1,192,721	\$ 66,105	\$ 71,081
Cassidy Holdings LLC	27-26-31-708500-030041	2.85	\$ 33,021	\$ 94,110	\$ 5,216	\$ 5,609
Cassidy Holdings LLC	27-26-31-708500-030042	2.85	\$ 33,021	\$ 94,110	\$ 5,216	\$ 5,609
Northeast Polk Land Investments LLC	27-26-31-708500-030060	4.92	\$ 33,021	\$ 162,464	\$ 9,004	\$ 9,682
Polk Urban Management Project LLC	27-26-31-708500-030070	4.93	\$ 33,021	\$ 162,794	\$ 9,023	\$ 9,702
Polk Urban Management Project LLC	27-26-31-708500-030080	12.21	\$ 33,021	\$ 403,187	\$ 22,346	\$ 24,028
GLK Real Estate LLC	27-26-31-708500-030151	23.97	\$ 33,021	\$ 791,515	\$ 43,869	\$ 47,171
GAMA Investors LLC	27-26-31-708500-030121	4.9	\$ 33,021	\$ 161,803	\$ 8,968	\$ 9,643
Northeast Polk Land Investments LLC	27-26-31-708500-030101	6.9	\$ 33,021	\$ 227,845	\$ 12,628	\$ 13,579
GLK Real Estate LLC	27-26-31-708500-030190	5.7	\$ 33,021	\$ 188,220	\$ 10,432	\$ 11,217
GLK Real Estate LLC	27-26-31-708500-030200	5.69	\$ 33,021	\$ 187,890	\$ 10,414	\$ 11,197
GLK Real Estate LLC	27-26-31-708500-030300	5.69	\$ 33,021	\$ 187,890	\$ 10,414	\$ 11,197
GLK Real Estate LLC	27-26-31-708500-030292	2.85	\$ 33,021	\$ 94,110	\$ 5,216	\$ 5,609
GLK Real Estate LLC	27-26-31-708500-030291	2.85	\$ 33,021	\$ 94,110	\$ 5,216	\$ 5,609
Cassidy Holdings LLC	27-26-31-708500-010170	9.23	\$ 33,021	\$ 304,784	\$ 16,892	\$ 18,164
<b>Totals</b>		<b>599.92</b>		<b>\$ 19,810,000</b>	<b>\$ 1,097,950</b>	<b>\$ 1,180,591</b>

Annual Assessment Periods	30
Average Coupon Rate (%)	3.30%
Maximum Annual Debt Service	\$1,097,950

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

Prepared by: Governmental Management Services - Central Florida, LLC

## **Exhibit C**

### **LEGAL DESCRIPTION OF ASSESSMENT AREA ONE**

#### **BRENTWOOD PHASE 1**

##### **PARCEL 1**

DESCRIPTION: A portion of Tracts 11, 12, 13, 14, 15, & 16 and all of Tracts 3, 4 & 5, as shown on the plat of FLORIDA DEVELOPMENT COMPANY, recorded in Plat Book 3, Pages 60 through 63, inclusive, of the Public Records of Polk County, Florida, lying in Section 19, Township 26 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

BEGIN at the Northeast corner of said Tract 5; thence along the East boundary of said Tract 5, S.00°18'53"E., a distance of 648.05 feet to the North boundary of aforesaid Tract 11; thence along said North boundary, N.88°58'16"E., a distance of 330.50 feet to the East boundary of aforesaid Tract 11; thence along said East boundary, S.00°17'48"E., a distance of 634.97 feet to a point on the Northerly maintained right-of-way line of HOLLY HILLY GROVE ROAD 3, per Map Book 17, Pages 93 through 99, inclusive, of the Public Records of Polk County, Florida; thence along said Northerly right-of-way line the following eight (8) courses: 1) S.87°53'35"W., a distance of 53.92 feet; 2) S.89°00'18"W., a distance of 481.38 feet; 3) S.89°49'34"W., a distance of 265.87 feet; 4) S.88°05'52"W., a distance of 320.84 feet; 5) N.89°37'21"W., a distance of 210.35 feet; 6) S.87°28'16"W., a distance of 143.50 feet; 7) S.89°25'55"W., a distance of 472.21 feet; 8) N.22°16'58"W., a distance of 31.89 feet to a point on the Easterly maintained right-of-way line of FDC GROVE ROAD, per Map Book 18, Pages 44-61, inclusive, of the Public Records of Polk County, Florida; thence along said Easterly maintained right-of-way the following four (4) courses: 1) N.01°14'03"W., a distance of 140.55 feet; 2) N.00°55'37"W., a distance of 104.29 feet; 3) N.00°08'51"W., a distance of 326.27 feet 4) N.00°11'29"W., a distance of 30.58 feet to the Westerly extension of the South boundary of CAMBRIA, as recorded in Plat Book 159, Pages 26 through 27, inclusive, of the Public Records of Polk County, Florida; thence along the South and East boundaries, respectively, of said CAMBRIA, the following two (2) courses: 1) N.88°58'16"E., a distance of 640.37 feet; 2) N.00°21'17"W., a distance of 648.36 feet to the Southerly right-of-way line of an Unnamed road, (Also known as MINUTE MAID RAMP ROAD 1); thence along said Southerly right-of-way line, N.88°59'20"E., a distance of 991.96 feet to the POINT OF BEGINNING.

Containing 43.322 acres, more or less.

#### **CASCADES PHASE 1 AND 2 LEGAL DESCRIPTIONS**

##### **DESCRIPTION:**

(AS PER TITLE OPINION LETTER ISSUED BY STRAUGHN & TURNER, P.A. DATED JANUARY 26, 2021)

##### **PARCEL "A"**

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 31, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 31 AND PROCEED S 89°18'58" W, ALONG THE SOUTH LINE OF THE NW ¼ OF SAID SECTION 31, A DISTANCE OF 1323.58 FEET TO A FOUND CONCRETE MONUMENT 4" X 4" (NO ID) MARKING THE SOUTHEAST CORNER OF THE SW ¼ OF THE NW ¼ OF SAID SECTION 31; THENCE N 00°3'21" W, A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 ALSO BEING ON THE NORTH PLATTED RIGHT OF WAY LINE OF MASSEE ROAD AND THE POINT OF BEGINNING; THENCE S 89°16'39" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1170.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 31; THENCE N00°21'45"W, ALONG THE WEST BOUNDARY OF SAID TRACT 31, A DISTANCE OF 635.42 FEET TO THE NORTHWEST CORNER OF SAID TRACT 31 ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT 17; THENCE S 89°15'20" W, ALONG THE SOUTH BOUNDARY OF SAID TRACT 17, A DISTANCE OF 374.86 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 17; THENCE N00°19'09 " W, ALONG THE WEST BOUNDARY OF SAID TRACT 17, A DISTANCE OF 620.25 FEET TO THE NORTHWEST CORNER OF SAID TRACT 17 AND A POINT ON THE SOUTH PLATTED RIGHT OF WAY LINE OF A 30.00 FOOT UNAMED ROAD; THENCE N 89°02'49" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1548.04 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°14'28" E, ALONG THE EAST BOUNDARY OF SAID TRACT 20 AND 29, A DISTANCE OF 1261.78 FEET TO THE POINT OF BEGINNING.

#### **PARCEL "B"**

A PORTION OF TRACTS 17 AND 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST ¼ OF SAID SECTION 31, A DISTANCE OF 15.00 FEET; THENCE N 89°19'17" E, A DISTANCE OF 15.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED ROAD AND THE POINT OF BEGINNING; THENCE N 00°16'11" W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1255.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PARK PLACE BOULEVARD AS PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 19, PAGE 66; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING THREE (3) COURSES; (1) N 88°37'04" E, A DISTANCE OF 95.17 FEET; (2) N 81°41'25" E, A DISTANCE OF 121.29 FEET; (3) N 87°59'06" E, A DISTANCE OF 100.77 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF

WAY LINE, S 00°16'03" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1243.27 FEET TO A POINT OF THE NORTHERLY RIGHT OF WAY LINE OF POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 14, PAGE 45 THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES; (1) S 53°51'52" W, A DISTANCE OF 16.13 FEET; (2) S 53°02'11" W, A DISTANCE OF 27.27 FEET; (3) S 65°06'06" W, A DISTANCE OF 16.68 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED RIGHT OF WAY; THENCE, ALONG SAID NORTH RIGHT OF WAY LINE, S 89°19'17" W, A DISTANCE OF 265.83 FEET; TO THE POINT OF BEGINNING.

**PARCEL "C"**

A PORTION OF TRACTS 1 THROUGH 16, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST ¼ OF SAID SECTION 31, A DISTANCE OF 1308.22 FEET: THENCE S 89°15'46" W, A DISTANCE OF 32.12 FEET TO A POINT OF INTERSECTION OF NORTH 30.00 FOOT PLATTED RIGHT OF WAY AND THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 89°15'46" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1291.75 FEET; THENCE S 89°02'19" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1547.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 16; THENCE N 00°19'20" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 1 AND 16, A DISTANCE OF 1285.53 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1 SAID NORTHWEST CORNER LYING 15.00 FEET SOUTH AND 15.00 FEET EAST OF THE NORTHWEST CORNER OF THE NW 1/4 OF SAID SECTION 31 ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE N 88°48'00" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 1 THROUGH 4, A DISTANCE OF 1548.12 FEET; THENCE N 88°50'05" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 5 THROUGH 8, A DISTANCE OF 1309.25 FEET TO A POINT ON THE AFORMENTIONED WESTERLY MAINTAINED RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THIRTEEN (13) COURSES (1) S 00°16'04" E, A DISTANCE OF 52.50 FEET; (2) S 01°12'54" W, A DISTANCE OF 101.55 FEET; (3) S 00°02'35" E, A DISTANCE OF 168.91 FEET; (4) S 07°21 '12" E, A DISTANCE OF 26.80 FEET; (5) S 01°16'36" W, A DISTANCE OF 197.08 FEET; (6) S 00°36'22" E, A DISTANCE OF 84.70 FEET; (7) S 00°13'16" W, A DISTANCE OF 102.33 FEET; (8) S 01°26'47" W, A DISTANCE OF 102.68 FEET; (9) S 00°21'34" W, A DISTANCE OF 104.81 FEET; (10) S 00°58'11" W, A DISTANCE OF 101.55 FEET; (11) S 00°24'40" E, A

DISTANCE OF 105.34 FEET; (12) S 01°49'51" W, A DISTANCE OF 135.10 FEET; (13) S 00°30'33" W, A DISTANCE OF 19.05 FEET; TO THE POINT OF BEGINNING.

**PARCEL "D"**

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 32, MAP OF FLORIDA DEVELOPMENT COMPANY

TRACT LYING IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST,

POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SW 1/4 OF SAID SECTION 30 AND PROCEED N 88°48'00" E, ALONG THE SOUTH BOUNDARY OF THE SW 1/4 OF SAID SECTION 30, A DISTANCE OF 15.00 FEET; THENCE N 00°12'41" W, 15.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 32 AND THE POINT OF BEGINNING; THENCE N 00°06'26" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1294.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD AND THE NORTHWEST CORNER OF SAID TRACT 17; THENCE N 88°51'21" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 17 THROUGH 20, A DISTANCE OF 1547.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°08'32" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 20 AND 29, A DISTANCE OF 1292.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 AND A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE; THENCE S 88°48'00" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 29 THROUGH 32, A DISTANCE OF 1548.12 FEET: TO THE POINT OF BEGINNING.

**PARCEL "F"**

A PORTION OF TRACTS 19 THROUGH 30 IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 26

SOUTH, RANGE 27 EAST, POLK COUNTY AND A PORTION OF TRACTS 5 THROUGH 13 IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 30 AND PROCEED S 00°04'10" E, ALONG THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 42.32 FEET; THENCE S 88°41'01" W, A DISTANCE OF 16.04 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 88°41'01" W, A DISTANCE OF 390.47 FEET; THENCE S 00°10'11" E, A DISTANCE OF 1232.51 FEET; THENCE N 88°49'37" E, A DISTANCE OF

388.70 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°02'32" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE S 88°50'42" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 13 AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1411.55 FEET; THENCE N 33°21'44" E, A DISTANCE OF 183.55 FEET; THENCE N 33°19'35" E, A DISTANCE OF 600.67 FEET; THENCE N 05°35'09" E, A DISTANCE OF 501.02 FEET; THENCE N 41°26'25" W, A DISTANCE OF 195.12 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°16'32" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 79.88 FEET TO THE NORTHWEST CORNER OF SAID TRACT 6 AND THE SOUTHWEST CORNER OF VACATED 30.00 FOOT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3042, PAGE 1109 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N 00°06'50" W, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 27 AND THE NORTHWEST CORNER OF SAID VACATED 30.00 FOOT RIGHT OF WAY; THENCE S 88°49'34" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 28 THROUGH 30 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY, A DISTANCE OF 1112.83 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 30; THENCE N 00°05'19" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 19 AND 30, A DISTANCE OF 968.85 FEET; THENCE N 89°00'18" E, A DISTANCE OF 780.76 FEET TO A POINT ON THE EAST BOUNDARY OF SAID TRACT 20; THENCE N 00°06'28" W, ALONG THE EAST BOUNDARY OF SAID TRACT 20, A DISTANCE OF 322.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°58'52" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 21 THROUGH 24 AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1301.50 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 01°01'03" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 31.84 FEET; THENCE S 89°13'55" W, A DISTANCE OF 383.17 FEET; THENCE S 00°07'48" E, A DISTANCE OF 613.85 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 23; THENCE N 89°09'06" E, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 23 AND 24, A DISTANCE OF 392.58 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°01'28" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.85 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID VACATED 30.00 FOOT ROAD; THENCE S 00°05'26" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 59.98 FEET; TO THE POINT OF BEGINNING.

#### **PARCEL "F"**

A PORTION OF TRACTS 30 THROUGH 32 OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 30 AND PROCEED N 00°06'45" E, ALONG THE WEST BOUNDARY OF THE NORTHEAST ¼ OF SAID SECTION 30, A DISTANCE OF 18.24 FEET; THENCE N 89°43'18" E, A DISTANCE OF 24.13 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE N 00°26'25" W, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.49 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT 32: THENCE N 88°41'30" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 970.79 FEET TO THE NORTHEAST CORNER OF SAID TRACT 30: THENCE S 00°04'15" E, ALONG THE EAST BOUNDARY OF SAID TRACT 30, A DISTANCE OF 643.81 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 30; THENCE S 88°53'02" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 966.59 FEET TO THE POINT OF BEGINNING.

## **Exhibit D:** Maturities and Coupons of Assessment Area One Bonds

### BOND SUMMARY STATISTICS

#### Westside Haines City Community Development District Special Assessment Bonds, Series 2021 (Assessment Area One Project)

Dated Date	07/19/2021
Delivery Date	07/19/2021
Last Maturity	05/01/2052
Arbitrage Yield	3.299846%
True Interest Cost (TIC)	3.681306%
Net Interest Cost (NIC)	3.727495%
All-In TIC	3.765549%
Average Coupon	3.739659%
Average Life (years)	18.831
Weighted Average Maturity (years)	18.991
Duration of Issue (years)	13.163
Par Amount	19,810,000.00
Bond Proceeds	20,251,577.50
Total Interest	13,950,343.13
Net Interest	13,904,965.63
Total Debt Service	33,760,343.13
Maximum Annual Debt Service	1,097,950.00
Average Annual Debt Service	1,096,708.49
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	100.229064

Bond Component	Par Value	Price	Average Coupon	Average Life
Term 1	1,670,000.00	100.000	2.500%	3.319
Term 2	2,365,000.00	100.000	3.000%	7.840
Term 3	6,025,000.00	100.000	3.250%	15.548
Term 4	9,750,000.00	104.529	4.000%	26.182
	19,810,000.00			18.831

	TIC	All-In TIC	Arbitrage Yield
Par Value	19,810,000.00	19,810,000.00	19,810,000.00
+ Accrued Interest			
+ Premium (Discount)	441,577.50	441,577.50	441,577.50
- Underwriter's Discount	-396,200.00	-396,200.00	
- Cost of Issuance Expense		-214,475.00	
- Other Amounts			
Target Value	19,855,377.50	19,640,902.50	20,251,577.50
Target Date	07/19/2021	07/19/2021	07/19/2021
Yield	3.681306%	3.765549%	3.299846%

**Exhibit E:** Sources and Uses of Funds for Assessment Are One Bonds

SOURCES AND USES OF FUNDS

Westside Haines City Community Development District  
Special Assessment Bonds, Series 2021 (Assessment Area One Project)

Sources:

Bond Proceeds:	
Par Amount	19,810,000.00
Premium	441,577.50
	<hr/>
	20,251,577.50
	<hr/>

Uses:

Project Fund Deposits:	
Assessment Area One Escrow Subaccount - Brentwood	3,148,586.16
Assessment Area One Escrow Subaccount - Cascades	6,173,425.19
Assessment Area One Construction - Cascades Ph 1&2	<u>8,673,773.02</u>
	17,995,784.37
Other Fund Deposits:	
DSRF (MADS w release)	1,097,950.00
Capitalized Interest Fund (through 5/1/2022)	<u>547,168.13</u>
	1,645,118.13
Delivery Date Expenses:	
Cost of Issuance	214,475.00
Underwriter's Discount	<u>396,200.00</u>
	610,675.00
	<hr/>
	20,251,577.50
	<hr/>

## **Exhibit F:** Annual Debt Service Payment Due on Assessment Area One Bonds

### BOND DEBT SERVICE

#### Westside Haines City Community Development District Special Assessment Bonds, Series 2021 (Assessment Area One Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2021			197,911.88	197,911.88	197,911.88
05/01/2022			349,256.25	349,256.25	
11/01/2022			349,256.25	349,256.25	698,512.50
05/01/2023	400,000	2.500%	349,256.25	749,256.25	
11/01/2023			344,256.25	344,256.25	1,093,512.50
05/01/2024	410,000	2.500%	344,256.25	754,256.25	
11/01/2024			339,131.25	339,131.25	1,093,387.50
05/01/2025	425,000	2.500%	339,131.25	764,131.25	
11/01/2025			333,818.75	333,818.75	1,097,950.00
05/01/2026	435,000	2.500%	333,818.75	768,818.75	
11/01/2026			328,381.25	328,381.25	1,097,200.00
05/01/2027	445,000	3.000%	328,381.25	773,381.25	
11/01/2027			321,706.25	321,706.25	1,095,087.50
05/01/2028	460,000	3.000%	321,706.25	781,706.25	
11/01/2028			314,806.25	314,806.25	1,096,512.50
05/01/2029	475,000	3.000%	314,806.25	789,806.25	
11/01/2029			307,681.25	307,681.25	1,097,487.50
05/01/2030	485,000	3.000%	307,681.25	792,681.25	
11/01/2030			300,406.25	300,406.25	1,093,087.50
05/01/2031	500,000	3.000%	300,406.25	800,406.25	
11/01/2031			292,906.25	292,906.25	1,093,312.50
05/01/2032	520,000	3.250%	292,906.25	812,906.25	
11/01/2032			284,456.25	284,456.25	1,097,362.50
05/01/2033	535,000	3.250%	284,456.25	819,456.25	
11/01/2033			275,762.50	275,762.50	1,095,218.75
05/01/2034	555,000	3.250%	275,762.50	830,762.50	
11/01/2034			266,743.75	266,743.75	1,097,506.25
05/01/2035	570,000	3.250%	266,743.75	836,743.75	
11/01/2035			257,481.25	257,481.25	1,094,225.00
05/01/2036	590,000	3.250%	257,481.25	847,481.25	
11/01/2036			247,893.75	247,893.75	1,095,375.00
05/01/2037	610,000	3.250%	247,893.75	857,893.75	
11/01/2037			237,981.25	237,981.25	1,095,875.00
05/01/2038	630,000	3.250%	237,981.25	867,981.25	
11/01/2038			227,743.75	227,743.75	1,095,725.00
05/01/2039	650,000	3.250%	227,743.75	877,743.75	
11/01/2039			217,181.25	217,181.25	1,094,925.00
05/01/2040	670,000	3.250%	217,181.25	887,181.25	
11/01/2040			206,293.75	206,293.75	1,093,475.00
05/01/2041	695,000	3.250%	206,293.75	901,293.75	
11/01/2041			195,000.00	195,000.00	1,096,293.75
05/01/2042	720,000	4.000%	195,000.00	915,000.00	
11/01/2042			180,600.00	180,600.00	1,095,600.00
05/01/2043	750,000	4.000%	180,600.00	930,600.00	
11/01/2043			165,600.00	165,600.00	1,096,200.00
05/01/2044	780,000	4.000%	165,600.00	945,600.00	
11/01/2044			150,000.00	150,000.00	1,095,600.00
05/01/2045	810,000	4.000%	150,000.00	960,000.00	
11/01/2045			133,800.00	133,800.00	1,093,800.00
05/01/2046	845,000	4.000%	133,800.00	978,800.00	
11/01/2046			116,900.00	116,900.00	1,095,700.00
05/01/2047	880,000	4.000%	116,900.00	996,900.00	
11/01/2047			99,300.00	99,300.00	1,096,200.00
05/01/2048	915,000	4.000%	99,300.00	1,014,300.00	
11/01/2048			81,000.00	81,000.00	1,095,300.00

# BOND DEBT SERVICE

Westside Haines City Community Development District  
Special Assessment Bonds, Series 2021 (Assessment Area One Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2049	955,000	4.000%	81,000.00	1,036,000.00	
11/01/2049			61,900.00	61,900.00	1,097,900.00
05/01/2050	990,000	4.000%	61,900.00	1,051,900.00	
11/01/2050			42,100.00	42,100.00	1,094,000.00
05/01/2051	1,030,000	4.000%	42,100.00	1,072,100.00	
11/01/2051			21,500.00	21,500.00	1,093,600.00
05/01/2052	1,075,000	4.000%	21,500.00	1,096,500.00	
11/01/2052					1,096,500.00
	19,810,000		13,950,343.13	33,760,343.13	33,760,343.13

# SECTION A

This Instrument Prepared by  
and return to:

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

Roy Van Wyk, Esq.  
HOPPING GREEN & SAMS P.A.  
Post Office Box 6526  
Tallahassee, Florida 32314

---

**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR  
SPECIAL ASSESSMENT BONDS, SERIES 2021  
(ASSESSMENT AREA ONE PROJECT)**

**PLEASE TAKE NOTICE** that the Board of Supervisors of the Westside Haines City Community Development District (the “District”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolutions 2021-25, 2021-26, 2021-29, and 2021-35 (together, the “Assessment Resolutions”), confirming and certifying the lien of non ad-valorem special assessments on certain real property located within the boundaries of the District that will be specially benefitted by the Assessment Area One Project described in such Assessment Resolutions. Said assessments are pledged to secure the Westside Haines City Community Development District Special Assessment Bonds, Series 2021 (Assessment Area One Project) (“Assessment Area One Bonds”). The legal description of the lands on which said special assessments are imposed is attached to this Notice (“Notice”), as **Exhibit A**. The special assessments are imposed on benefitted property within the District as described in the *Master Assessment Methodology*, dated March 29, 2021, as supplemented by that *Supplemental Assessment Methodology-Assessment Area One*, dated July 7, 2021 (together, the “Assessment Report”), approved by the District. A copy of the Assessment Report and the Assessment Resolutions may be obtained by contacting the District at: Westside Haines City Community Development District, c/o Governmental Management Services – Central Florida, LLC, 219 East

Livingston Street, Orlando, Florida 32801; Ph: (407) 841-5524. The non ad-valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. The District may collect assessments on any of the lands described in the attached **Exhibit A** by any method authorized by law, which method may change from year to year.

The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

**THE LIEN FOR THE SPECIAL ASSESSMENTS IS STATUTORY AND NO FILING IS NECESSARY IN ORDER TO PERFECT OR PROVIDE RECORD NOTICE THEREOF. THIS NOTICE IS FOR INFORMATION PURPOSES. IN ADDITION TO THE MINUTES, RECORDS AND OTHER MATERIAL OF THE DISTRICT AVAILABLE FROM THE DISTRICT, THIS ALSO CONSTITUTES A LIEN OF**



**RECORD FOR PURPOSES OF SECTION 197.573 OF THE FLORIDA STATUTES AND  
ALL OTHER APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND ANY  
OTHER APPLICABLE LAW.**

**IN WITNESS WHEREOF**, this Notice has been executed and effective as of the 15<sup>th</sup>  
day of July, 2021, and recorded in the Official Records of Polk County, Florida.

**WESTSIDE HAINES CITY COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
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 July, 2021, by Lauren O. Schwenk as Vice Chairperson of  
the Board of Supervisors for the Westside Haines City Community Development District.

[notary seal]

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

EXHIBIT A - LEGAL DESCRIPTION OF ASSESSMENT AREA ONE

## SECTION VI

# SECTION A

# SECTION 1

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

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

---

**AGREEMENT BY AND BETWEEN THE WESTSIDE HAINES CITY COMMUNITY  
DEVELOPMENT DISTRICT AND GLK REAL ESTATE, LLC, REGARDING TRUE-  
UP AS TO ASSESSMENT AREA ONE SPECIAL ASSESSMENTS**

**THIS TRUE-UP AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of June 2021, by and between:

**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Haines City, Florida, with a mailing address of 219 East Livingston Street, Orlando Florida 32801 (the “District”), and

**LENNAR HOMES, LLC**, a Florida limited liability company, the owner of certain lands within the District, with a mailing address of \_\_\_\_\_, Miami, Florida \_\_\_\_\_, and its successors and assigns (the “Landowner” or “Developer” and, together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the County Commission of Polk County, 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 Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

**WHEREAS**, Landowner is the owner of a portion of the lands within the District, which lands are described in **Exhibit A** (“Assessment Area One”); 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, as detailed in the *Westside Haines City Community Development District Engineer’s Report*, dated March 29, 2021 (the “Engineer’s Report”) for the improvements associated with the development of the “Assessment Area One Project”, attached to this Agreement as **Exhibit B** and the estimated costs of the improvements related to Assessment Area One Project is identified therein; and

**WHEREAS**, the District intends to finance a portion of the Assessment Area One Project, through the anticipated issuance of its Westside Haines City Community Development District Special Assessment Bonds, Series 2021 (Assessment Area One Project), in the principal amount of \$ \_\_\_\_\_ (the “Assessment Area One Bonds”); and

**WHEREAS**, pursuant to Resolutions 2020-25, 2020-26, 2020-29, and 2021-\_\_ (the “Assessment Resolutions”), the District imposed special assessments on Assessment Area One (the “Assessment Area One Special Assessments”) within the District to secure the repayment of the Assessment Area One Bonds, including interest thereon; and

**WHEREAS**, Landowner agrees that all developable lands within Assessment Area One benefit from the timely design, construction, or acquisition of the Assessment Area One Project; and

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

**WHEREAS**, the *Master Assessment Methodology*, dated March 29, 2021, as supplemented by that *Supplemental Assessment Methodology*, dated June 3, 2021 (together, the “Assessment Report”), provides that as Assessment Area One is platted or re-platted, the allocation of the amounts assessed to and constituting a lien upon Assessment Area One within the District would be allocated and calculated based upon certain density assumptions relating to the number of each lot type to be constructed on Assessment Area One within the District, which assumptions were provided by Landowner; and

**WHEREAS**, Landowner intends that Assessment Area One within the District 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 Assessment Area One 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 Assessment Area One lands, which lands are described herein in **Exhibit A**, 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 Assessment Area One Special Assessments collected by mailed notice of the District, said unpaid Assessment Area One 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 Assessment Area One Special Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner intends to plat its portion of Assessment Area One into a total of 299 single family homes in Cascades Phases 1A, and 51 Single Family Homes in Cascades Phase 2 or 396 Equivalent Residential Units (“ERUs”).

**B.** *Process for Reallocation of Assessments.* The Assessment Area One Special Assessments will be reallocated among Assessment Area One as Assessment Area One is platted or re-platted (hereinafter referred to as “plat” or “platted”). In connection with such platting of Assessment Area One of the District, the Assessment Area One 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 Assessment Area One Special Assessments will be assigned to the number and type of platted lots platted in Assessment Area One. In furtherance thereof, at such time as any portion of Assessment Area One is to be platted, Landowner covenants that such plat or plats shall be presented to the District. The District shall allocate the Assessment Area One Special Assessments to the number and type of lots being platted and the remaining lands in Assessment Area One 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 Assessment Area One within the District owned by Landowner shall be presented to the District for review and allocation of the Assessment Area One Special Assessments to the lots being platted and the remaining property within Assessment Area One 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 Assessment Area One 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 the number and type of platted lots within Assessment Area One of the District. Thus, at the time of platting of any portion of Assessment Area One, or any re-platting thereof, there must be at least the number of EAUs platted lots in Assessment Area One 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 lots platted in Assessment Area One in the par amount per platted lot as set forth in the Assessment Report.

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

(iv) If at the time the True-Up calculation is performed, it is determined that less than the number and type of lots are to be platted within Assessment Area One, a True-Up Payment shall become immediately due and payable. Any such True-Up Payment determined to be due by shall be paid in full prior to approval of the plat. Such True-Up Payment shall be in addition to the regular Assessment Area One installment payable for Assessment Area One. 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 Assessment Area One 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 Assessment Area One 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 396 ERUs will be assigned to Assessment Area One, 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 Assessment Area One. In the event Landowner plats less than 396 EAUs within Assessment Area One, the Landowner may either make a True-Up Payment or leave unassigned Assessment Area One Special Assessments on un-platted lands within Assessment Area One, 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 Assessment Area One Special Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Assessment Area One Project, including all costs of financing and interest. The District, however, may collect Assessment Area One Special Assessments in excess of the annual debt service related to the Assessment Area One Project, including all costs of financing and interest, which shall be applied to prepay the Assessment Area One Bonds.

If the strict application of the True-Up methodology to any Reallocation for any plat pursuant to this paragraph would result in Assessment Area One Special Assessments collected in excess of the District's total debt service obligation for the Assessment Area One 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 Assessment Area One Special Assessments and to abide by the requirements of the Reallocation of Assessment Area One 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: Westside Haines City  
Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Post Office Box 6526  
Tallahassee, Florida 32064  
Attn: Roy Van Wyk

**B.** If to Landowner: Lennar Homes, LLC  
  
\_\_\_\_\_  
Miami, Florida \_\_\_\_\_  
Attn: \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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 Assessment Area One 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 Assessment Area One, binding upon Landowner and its successors and assigns including, without limitation, any purchaser and its successors and assigns as to Assessment Area One or portions thereof, and any transferee of any portion of Assessment Area One, but shall not be binding upon transferees permitted by Sections 7(B)(i), (ii) or (iii) below.

**B.** No portion of Assessment Area One 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 Assessment Area One 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 Assessment Area One pursuant to subsections (i), (ii) or (iii) of this Section 7(B), shall constitute an automatic release of such portion of Assessment Area One from the scope and effect of this Agreement.

**C.** Landowner shall not transfer any portion of Assessment Area One 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 of Assessment Area One 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 Assessment Area One 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 on behalf and acting at the direction of the bondholders owning more than 50% of the aggregate principal amount of the applicable Assessment Area One 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 Assessment Area One 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 Assessment Area One Bonds then outstanding with regard to amendments having a material effect on the District's ability to pay debt service on the Assessment Area One 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 Assessment Area One Bonds, on behalf of the owners of the Assessment Area One 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.

*[Signature pages follow]*

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

WITNESSES:

**LENNAR HOMES, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
[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 \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Lennar Homes, LLC, on behalf of the company.

[notary seal]

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

WITNESSES:

**WESTSIDE HAINES CITY  
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 \_\_\_\_\_, 2021, by Warren K. “Rennie” Heath II, as Chairperson of the Board of Supervisors of Westside Haines City Community Development District.

[notary seal]

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

**Exhibit A:** Legal Description of Assessment Area One

**Exhibit B:** *Engineer’s Report for Capital Improvements, dated March 29, 2021,*

## EXHIBIT A - LEGAL DESCRIPTION OF ASSESSMENT AREA ONE



## EXHIBIT B – ENGINEER’S REPORT

A horizontal bar composed of three colored segments: green, orange, and blue.

# **Westside Haines City Community Development District**

**Engineer's Report**

March 29, 2021

**SUBMITTED BY:**

**Dewberry Engineers Inc.**  
800 North Magnolia Avenue  
Suite 1000  
Orlando, Florida 32803  
407-843-5120

# TABLE OF CONTENTS

<b>Introduction.....</b>	<b>2</b>
<b>Purpose and Scope .....</b>	<b>4</b>
<b>The Development .....</b>	<b>4</b>
<b>Capital Improvements .....</b>	<b>4</b>
Stormwater Management Facilities .....	5
Public Roadways .....	5
Water and Wastewater Facilities .....	6
Off-Site Improvements .....	6
Amenities and Parks .....	6
Electric Utilities and Lighting .....	6
Entry Features.....	6
Miscellaneous.....	7
Permitting .....	7
<b>Recommendation.....</b>	<b>8</b>
<b>Report Modification .....</b>	<b>8</b>
<b>Summary and Conclusion .....</b>	<b>8</b>
<b>Engineer's Certification .....</b>	<b>8</b>
<b>List of Exhibits</b>	
Aerial Location Map .....	Exhibit 1
Legal Description .....	Exhibit 2
District Boundary Map .....	Exhibit 3
Land Use Map .....	Exhibit 4
Zoning Map .....	Exhibit 5
Utility Location Map and Drainage Flow Pattern Map.....	Exhibit 6
Summary of Opinion of Probable Cost .....	Exhibit 7
Summary of District Facilities.....	Exhibit 8
Overall Site Plan .....	Exhibit 9

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.

# Westside Haines City Community Development District

## INTRODUCTION

The Westside Haines City Community Development District (the "District" or "CDD") is located on the west side of US Highway 27 (SR 25) from the Minute Maid Ramp Road, south crossing Holly Hill Grove Road 1, 2, and 3 to the southern boundary of Massee Road. The District also crosses Holly Hill Tank Road to the west of FDC Grove Road. The District is located with the city limits of Haines City, Florida ("City") and the unincorporated area of Polk County ("County"). The District currently contains approximately 613.43 acres and is expected to consist of 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages.

The CDD was established under County Ordinance No. \_\_\_\_\_, which was approved by the Polk County Commission or City of Haines City on March 17, 2021, and became effective on \_\_\_\_\_. The District will own and operate the public roadways, utilities systems, and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

The Master Developer ("Developer") GLK Real Estate LLC is based in Winter Haven, Florida. The Development is approved as a Planned Development (PD) for Residential Units and is divided into three (3) villages: Brentwood, Cascades, and Wynnstone. A land use summary is presented in Table 1.

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, county, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development, an overall estimate of the probable cost of the public improvements are provided in Exhibit 7 of this report.

The Capital Improvement Plan ("CIP" or this "Engineer's 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 any modifications will not diminish the benefits to 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 a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

TABLE 1	AREA
Master Stormwater System	49.14
Residential Land (Single-Family and Townhomes Lots)	240.91
Roadways Infrastructure & Public Facilities	95.29
Lakes	5.09
Amenity Center	2.09
Open Space/Conservation Areas/Parks	220.91
<b>TOTAL</b>	<b>613.43</b>

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.

TABLE 2 PHASING SUMMARY		
PHASE	NO. UNITS	AREA(AC)
Cascades 1	597	
Cascades 2	74	
Cascades 3	344	
Brentwood 1	226	
Brentwood 2	124	
Brentwood 3	122	
Brentwood 4	224	
Brentwood 5	248	
Wynnstone 1	305	
Wynnstone 2	284	
Wynnstone 3	204	
Amenity/Recreational Parcel		
Infrastructure Roadways		
Ponds/Lake/Stormwater Conservation/Open space		
<b>TOTAL – Westside Haines City CDD</b>	<b>2,752</b>	<b>613.43</b>

TABLE 3 LOT TYPES			
PHASE	LOT TYPE	UNITS	AREA (AC)
<b>Cascades 1</b>	40-ft Lots	404	
	50-ft Lots	193	
<b>Cascades 2</b>	40-ft Lots	30	
	50-ft Lots	44	
<b>Cascades 3</b>	40-ft Lots	219	
	50-ft Lots	125	
<b>Brentwood 1</b>	Townhomes	226	
<b>Brentwood 2</b>	Townhomes	124	
<b>Brentwood 3</b>	Townhomes	122	
<b>Brentwood 4</b>	Townhomes	224	
<b>Brentwood 5</b>	Townhomes	248	
<b>Wynnstone 1</b>	40-ft Lots	273	
	50-ft Lots	32	
<b>Wynnwood Phase 2</b>	40-ft Lots	1	
	50-ft Lots	283	
<b>Wynnwood Phase 3</b>	40-ft Lots	204	
<b>TOTAL LOTS IN THE DISTRICT</b>		<b>2,752</b>	<b>613.43</b>

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 the 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.

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will be dedicated to the County or the City for ownership and maintenance upon completion. The southeastern 46 lots in Cascades Phase 1 will have a private lift station maintained by the CDD and will connect to Haines City's water and sewer service.

## PURPOSE AND SCOPE

The purpose of this report is to provide engineering support for the funding of the proposed improvements within the District. This report will identify the proposed public infrastructure to be constructed or acquired by the District along with an Opinion of Probable Construction Costs. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

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 to prepare this Engineer's Report.

## THE DEVELOPMENT

The development will consist of a total of 2,752 residential units and associated infrastructure. The development is a planned residential community located West of US Highway 27 (SR 25) and consisting of 613.43 acres from the northern boundary around Minute Main Ramp Road 1 and extending south to the southern boundary located around Mossee Road. The District is located within Polk County and the City of Haines City. The land use for the District is planned unit development. The development is zoned RL-1, RL-2, RL-3, and RM within the city limits and zoned RMX and ECX within the unincorporated area of Polk County. The development will be constructed in three (3) villages and have up to eleven (11) phases.

## CAPITAL IMPROVEMENTS

The CIP consists of public infrastructure in each village and each phase of said village. The primary portions of the CIP will provide for stormwater pond construction, roadways built to an urban roadway typical section, water, and sewer facilities including three (3) lift stations and one (1) regional lift station, and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP that will outfall into the various on-site stormwater 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 as well as the 4 (four) lift stations serving the project. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District. Installation of streetlights and power within the public rights-of-way or easements will be funded by the District.

As a part of the recreational component of the CIP, there are various amenity centers within the development and specifically for each of the villages of the development. There are four (4) amenity centers: one (1) in the Village of Cascades, one (1) in Wynnstone, and two (2) within Brentwood. The total area of the amenity and recreational parcels is 12.89 acres. There will be conservation areas as well that can serve as passive parks within the various villages and the

development that are available to the public for utilization of the facilities. The amenity centers and recreational areas will have connectivity via sidewalks to the other portions of the District. The amenity centers and recreational areas will be accessed by the public roadways and sidewalks.

## CAPITAL IMPROVEMENT PLAN COMPONENTS

The CIP for the District includes the following:

### Stormwater Management Facilities

Stormwater Management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater treatment systems are regulated by the city, the county, and SWFWMD. There are various conservation areas throughout the District and will be preserved in the existing condition and these will accept stormwater discharges from our ponds as shown on Exhibit 6.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C0225G, effective date December 22, 2016, demonstrates that the property is located within Flood Zones X, A, and AE. Based on this information and the site topography, it appears that 100-year compensation will be done in areas where we will impact existing depressions throughout the development and the 100-year flood volumes will be compensated as it is required by the city, county, and FEMA.

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 the FDEP as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting as required by the National Pollutant Discharge Elimination System (NPDES) General Permit with erosion control, its maintenance, and any rainfall events that occur during construction activity.

### Public Roadways

The proposed public roadway sections include a 24-foot wide roadway consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base and asphalt type roadway wearing surface. The proposed curb is to be 2-feet 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.

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 drinking water system inclusive of water main, gate valves, fire hydrants, and appurtenances will be installed for the District. The water service provider will be Polk County Public Utilities. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within

the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to 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 a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Laterals will branch off from these sewer lines to serve the individual lots. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main that will interconnect three (3) lift stations and all discharge to a master lift station that will pump through a force main that will connect to the city water treatment facility located north of the development.

Polk County Public Utilities will provide the reclaimed water to be used for all irrigation within the CDD. The reclaimed water will be funded by the District and installed onsite within the roadways to provide for irrigation within the public right-of-way or any areas needing irrigation. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrances. The site construction activities associated with the CIP are anticipated to be completed by villages and phases based on the estimated schedule for each village and phase. The schedule is shown on Exhibit 7. Upon completion of each phase within each village, the improvements will be through the required inspections as well as final certifications of completions will be obtained from SWFWMD, Polk County Health Department (water distribution system), FDEP (wastewater collection), and the city/county.

### **Amenities and Parks**

The District will provide funding for an amenity center to include the following: parking areas, pavilion with public restroom facilities, pool, all-purpose playfields, and walking trails between the phases and villages to provide connectivity to the various amenity centers within the CDD. In addition, there will be public passive parks throughout the development, which will include benches and walking trails.

### **Electric Utilities and Lighting**

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund and construct the electric conduit, fund and construct the cost for the under-grounding of the electrical system, transformer/cabinet pads, and electric manholes required by Duke Energy (Duke). Electric facilities will be owned and maintained by Duke after the dedication, with Duke providing underground electrical service to the Development. The CDD presently intends to fund the cost to purchase and install the street lighting along the internal roadways within the CDD. These lights will be operated, and maintained by Duke after the completion, with the District funding maintenance costs.

### **Entry Feature**

Landscaping, irrigation, entry features, and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use reclaimed water or an irrigation well. The well and irrigation water mains to the various phases of the development will be constructed and acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover, and trees for the internal roadways within the CDD. Perimeter fencing will be provided



at the site entrances and perimeters. These items will be funded, owned, and maintained by the CDD. It is noted that the City requires the walls as a buffer the development and thus will be funded together with the landscaping.

## Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report are being financed by the District to benefit 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/residential planned development.

## Permitting

Construction permits for all phases are required and include the SWFWMD ERP, Polk County Health Department, FDEP, and City construction plan approval.

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

Phase 1 – All Villages			
Permits/Approvals	Approval/Expected Date		
	Cascades Phase 1	Cascades Phase 2	Brentwood Townhomes Phase 1
Zoning Approval	Haines City RPUD expected 4/1/21	Haines City RPUD – N/A	N/A
Preliminary Plat	Haines City - 4/1/21	Haines City Preliminary Plat – N/A	N/A
SWFWMD ERP	Expected 04/15/2021	Expected – 5/15/2021	Expected – 4/30/2021
Construction Permits	Expected 4/15/2021	Expected – 5/15/2021	Expected – 4/30/2021
Polk County Health Department Water	Expected 4/30/2021	Expected – 5/30/2021	Expected – 5/15/2021
FDEP Sanitary Sewer General Permit	Expected 4/30/2021	Expected – 5/30/2021	Expected – 5/15/2021
FDEP NOI	Expected 4/30/2021	Expected – 5/30/2021	Expected – 5/15/2021

Other Phases and Villages	
Permits/Approvals	Approval/Expected Date
Zoning Approval	TBO
Preliminary Plat	TBO
SWFWMD ERP	TBO
Polk County Utilities Permits	TBO
Polk County Health Department General Water Distribution Permit	TBO
FDEP Sanitary Sewer General Permit	TBO
FDEP NOI – NPDES	TBO
City of Haines City Construction Permit	TBO

## RECOMMENDATION

As previously explained 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 or will be in accordance with the applicable requirements of the City, the County, and the SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation are 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 the proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD, Polk County, and the City regulations.

## REPORT MODIFICATION

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

## SUMMARY AND CONCLUSION

The improvements as outlined are necessary for the functional development of the Project. The Project is being designed in accordance with current government regulatory requirements. The Project will serve its intended function provided the construction is in substantial compliance with the design. Items of construction for the Project are based upon current development plans.


## ENGINEER'S CERTIFICATION

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 and the value is at least the same as the costs for said improvements. It is noted that all financed property improvements will be located on district owned lands that is or will be at the time of conveyance to the district or subject to a permanent easement in favor of the district or another public governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the county and city. 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.

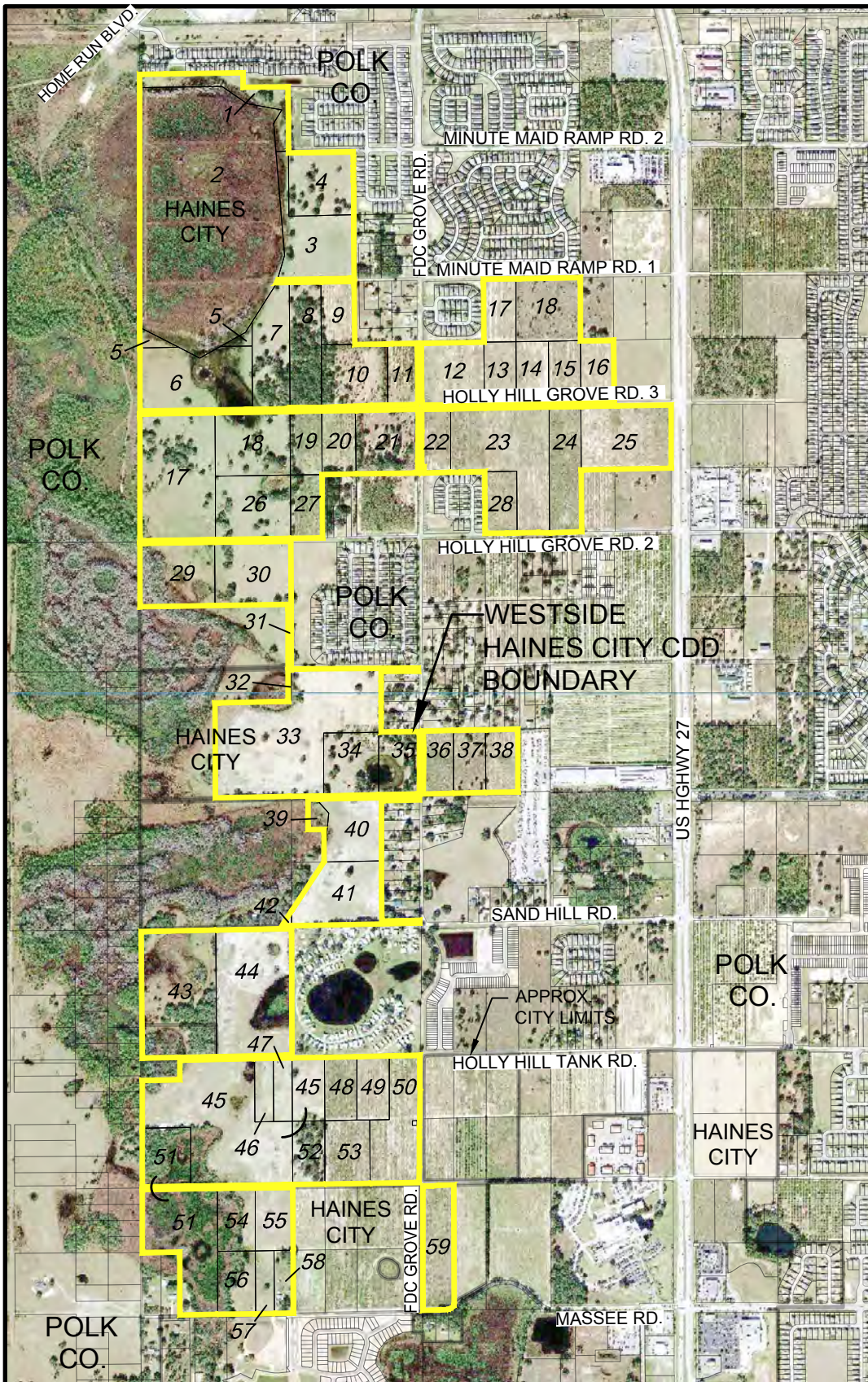
Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the CUP improvements cannot be constructed at the cost described in this report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

I hereby certify that the foregoing is a true and correct copy of the engineer's report for the Westside Haines City Community Development District.

A handwritten signature in blue ink, appearing to read 'RM', is written over a horizontal line.

Reinardo Malavé, P.E.  
Florida License No. 31588





ID NO.	COUNTY PARCEL ID
1	272619705000030012
2	272619705000030171
3	272619705000030201
4	272619705000030210
5	272619704500040011
6	272619704500040141
7	272619704500040041
8	272619705000040050
9	272619705000040060
10	272619705000040101
11	272619705000040090
12	272619705000020150
13	272619705000020140
14	272619705000020130
15	272619705000020120
16	272619705000020110
17	272619705000040170
18	272619705000040190
19	272619705000040210
20	272619705000040220
21	272619705000040230
22	272619705000020171
23	272619705000020180
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25	272619705000020220
26	272619705000040290
27	272619705000040280
28	272619705000020300
29	272630708000030010
30	272630708000030030
31	272630708000030132
32	272630708000030202
33	272630708000030191
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36	272630708000010320
37	272630708000010310
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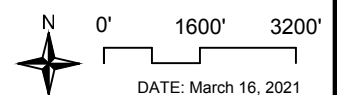
#### LEGEND

- WESTSIDE HAINES CITY CDD
- PARCELS

SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 1 - LOCATION MAP WESTSIDE HAINES CITY CDD

APPROX. CDD BOUNDARY  
AREA - 621.8± AC.





## LEGAL DESCRIPTIONS:

### THORNHILL PARCELS

#### PARCEL 1

**DESCRIPTION:** A PORTION OF TRACTS 11, 12, 13, 14, 15, & 16 AND ALL OF TRACTS 3, 4 & 5, OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 5; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 5, S.00°18'53"E., A DISTANCE OF 648.05 FEET TO THE NORTH BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID NORTH BOUNDARY, N.88°58'16"E., A DISTANCE OF 330.50 FEET TO THE EAST BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID EAST BOUNDARY, S.00°17'48"E., A DISTANCE OF 634.97 FEET TO A POINT ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILLY GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES: 1) S.87°53'35"W., A DISTANCE OF 53.92 FEET; 2) S.89°00'18"W., A DISTANCE OF 481.38 FEET; 3) S.89°49'34"W., A DISTANCE OF 265.87 FEET; 4) S.88°05'52"W., A DISTANCE OF 320.84 FEET; 5) N.89°37'21"W., A DISTANCE OF 210.35 FEET; 6) S.87°28'16"W., A DISTANCE OF 143.50 FEET; 7) S.89°25'55"W., A DISTANCE OF 472.21 FEET; 8) N.22°16'58"W., A DISTANCE OF 31.89 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: 1) N.01°14'03"W., A DISTANCE OF 140.55 FEET; 2) N.00°55'37"W., A DISTANCE OF 104.29 FEET; 3) N.00°08'51"W., A DISTANCE OF 326.27 FEET 4) N.00°11'29"W., A DISTANCE OF 30.58 FEET TO THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY OF CAMBRIA, AS RECORDED IN PLAT BOOK 159, PAGES 26 THROUGH 27, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH AND EAST BOUNDARIES, RESPECTIVELY, OF SAID CAMBRIA, THE FOLLOWING TWO (2) COURSES: 1) N.88°58'16"E., A DISTANCE OF 640.37 FEET; 2) N.00°21'17"W., A DISTANCE OF 648.36 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF AN UNNAMED ROAD, (ALSO KNOWN AS MINUTE MAID RAMP ROAD 1); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°59'20"E., A DISTANCE OF 991.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.322 ACRES, MORE OR LESS.

#### TOGETHER WITH

#### PARCEL 2

**DESCRIPTION:** A PORTION OF TRACTS 17, 28, 29, & 30 AND ALL OF TRACTS 18, 19, 20, 21, & 22, OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH EAST CORNER OF SAID TRACT 28, RUN THENCE ALONG THE EAST BOUNDARY THEREOF, S.00°18'30"E., A DISTANCE OF 636.29 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILL GROVE ROAD 2, PER MAP BOOK 22, PAGES 1 THROUGH 7, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) S.88°40'49"W., A DISTANCE OF 13.76 FEET; 2) S.87°34'32"W., A DISTANCE OF 110.73 FEET; 3) S.87°59'33"W., A DISTANCE OF 207.44 FEET; 4) N.87°51'09"W., A DISTANCE OF 118.81 FEET; 5) S.88°50'51"W., A DISTANCE OF 326.26 FEET; 6) S.89°40'20"W., A DISTANCE OF 202.13 FEET; 7) S.88°29'07"W., A DISTANCE OF 12.51 FEET TO THE SOUTHEAST CORNER OF COUNTRY WALK ESTATES, AS RECORDED IN PLAT BOOK 155, PAGES 37 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST AND NORTH BOUNDARIES, RESPECTIVELY, OF SAID COUNTRY WALK ESTATES THE FOLLOWING TWO (2) COURSES: 1) N.00°21'09"W., A DISTANCE OF 631.43 FEET; 2) S.88°48'08"W., A DISTANCE OF 644.25 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) N.00°04'22"E., A DISTANCE OF 436.25 FEET; 2) N.00°21'14"E., A DISTANCE OF 212.17 FEET TO A POINT ON SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILLY GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°51'21"E., A DISTANCE OF 1960.98 FEET TO A POINT ON THE EAST BOUNDARY OF AFORESAID TRACT 22; THENCE ALONG SAID EAST BOUNDARY S.00°18'53"E., A DISTANCE OF 646.48 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 22; THENCE ALONG SAID SOUTH BOUNDARY, S.88°48'08"W., A DISTANCE OF 330.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.668 ACRES, MORE OR LESS.



**ABSOLUTE  
ENGINEERING, INC.**

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

**EXHIBIT 2  
LEGAL DESCRIPTIONS  
WESTSIDE HAINES CITY CDD**

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	1

## LEGAL DESCRIPTIONS:

### **CASCADES PARCELS**

#### **PARCEL A**

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 31, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 AND PROCEED S 89° 18'58" W, ALONG THE SOUTH LINE OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31, A DISTANCE OF 1323.58 FEET TO A FOUND CONCRETE MONUMENT 4" X 4" (NO ID) MARKING THE SOUTHEAST CORNER OF THE SW  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31; THENCE N 00°43'21" W, A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 ALSO BEING ON THE NORTH PLATTED RIGHT OF WAY LINE OF MASSEE ROAD AND THE POINT OF BEGINNING; THENCE S 89°16'39" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1170.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 31; THENCE N 00°21'45" W, ALONG THE WEST BOUNDARY OF SAID TRACT 31, A DISTANCE OF 635.42 FEET TO THE NORTHWEST CORNER OF SAID TRACT 31 ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT 17; THENCE S 89°15'20" W, ALONG THE SOUTH BOUNDARY OF SAID TRACT 17, A DISTANCE OF 374.86 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 17; THENCE N 00°19'09" W, ALONG THE WEST BOUNDARY OF SAID TRACT 17, A DISTANCE OF 620.25 FEET TO THE NORTHWEST CORNER OF SAID TRACT 17 AND A POINT ON THE SOUTH PLATTED RIGHT OF WAY LINE OF A 30.00 FOOT UNAMED ROAD; THENCE N 89°02'49" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1548.04 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°14'28" E, ALONG THE EAST BOUNDARY OF SAID TRACT 20 AND 29, A DISTANCE OF 1261.78 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 1,708,918 SQUARE FEET, OR 39.23 ACRES, MORE OR LESS.

#### **PARCEL B**

A PORTION OF TRACTS 17 AND 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 31, A DISTANCE OF 15.00 FEET; THENCE N 89°19'17" E, A DISTANCE OF 15.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED ROAD AND THE POINT OF BEGINNING; THENCE N 00°16'11" W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1255.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PARK PLACE BOULEVARD AS PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 19, PAGE 66; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING THREE (3) COURSES; (1) N 88°37'04" E, A DISTANCE OF 95.17 FEET; (2) N 81°41'25" E, A DISTANCE OF 121.29 FEET; (3) N 87°59'06" E, A DISTANCE OF 100.77 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S 00°16'03" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1243.27 FEET TO A POINT OF THE NORTHERLY RIGHT OF WAY LINE OF POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 14, PAGE 45 THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES; (1) S 53°51'52" W, A DISTANCE OF 16.13 FEET; (2) S 53°02'11" W, A DISTANCE OF 27.27 FEET; (3) S 65°06'06" W, A DISTANCE OF 16.68 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED RIGHT OF WAY; THENCE, ALONG SAID NORTH RIGHT OF WAY LINE, S 89°19'17" W, A DISTANCE OF 265.83 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 399,109 SQUARE FEET, OR 9.16 ACRES, MORE OR LESS.

P:\20-0041 GLX\Water\DWG\Preliminary\WESTSIDE HAINES CITY CDD\WESTSIDE CDD - EXH-2 (2).dwg Heather Wertz Feb 18, 2021 - 4:46pm



**ABSOLUTE  
ENGINEERING, INC.**

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

### **EXHIBIT 2 LEGAL DESCRIPTIONS WESTSIDE HAINES CITY CDD**

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	2

## LEGAL DESCRIPTIONS:

### PARCEL C

A PORTION OF TRACTS 1 THROUGH 16, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 31, A DISTANCE OF 1308.22 FEET; THENCE S 89°15'46" W, A DISTANCE OF 32.12 FEET TO A POINT OF INTERSECTION OF NORTH 30.00 FOOT PLATTED RIGHT OF WAY AND THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 89°15'46" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1291.75 FEET; THENCE S 89°02'19" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1547.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 16; THENCE N 00°19'20" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 1 AND 16, A DISTANCE OF 1285.53 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1 SAID NORTHWEST CORNER LYING 15.00 FEET SOUTH AND 15.00 FEET EAST OF THE NORTHWEST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE N 88°48'00" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 1 THROUGH 4, A DISTANCE OF 1548.12 FEET; THENCE N 88°50'05" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 5 THROUGH 8, A DISTANCE OF 1309.25 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY MAINTAINED RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THIRTEEN (13) COURSES (1) S 00°16'04" E, A DISTANCE OF 52.50 FEET; (2) S 01°12'54" W, A DISTANCE OF 101.55 FEET; (3) S 00°02'35" E, A DISTANCE OF 168.91 FEET; (4) S 07°21'12" E, A DISTANCE OF 26.80 FEET; (5) S 01°16'36" W, A DISTANCE OF 197.08 FEET; (6) S 00°36'22" E, A DISTANCE OF 84.70 FEET; (7) S 00°13'16" W, A DISTANCE OF 102.33 FEET; (8) S 01°26'47" W, A DISTANCE OF 102.68 FEET; (9) S 00°21'34" W, A DISTANCE OF 104.81 FEET; (10) S 00°58'11" W, A DISTANCE OF 101.55 FEET; (11) S 00°24'40" E, A DISTANCE OF 105.34 FEET; (12) S 01°49'51" W, A DISTANCE OF 135.10 FEET; (13) S 00°30'33" W, A DISTANCE OF 19.05 FEET;

TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 3,683,359 SQUARE FEET, OR 84.56 ACRES, MORE OR LESS.

### PARCEL D

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SW  $\frac{1}{4}$  OF SAID SECTION 30 AND PROCEED N 88°48'00" E, ALONG THE SOUTH BOUNDARY OF THE SW  $\frac{1}{4}$  OF SAID SECTION 30, A DISTANCE OF 15.00 FEET; THENCE N 00°12'41" W, 15.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 32 AND THE POINT OF BEGINNING; THENCE N 00°06'26" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1294.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD AND THE NORTHWEST CORNER OF SAID TRACT 17; THENCE N 88°51'21" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 17 THROUGH 20, A DISTANCE OF 1547.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°08'32" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 20 AND 29, A DISTANCE OF 1292.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 AND A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE; THENCE S 88°48'00" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 29 THROUGH 32, A DISTANCE OF 1548.12 FEET;

TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 2,001,318 SQUARE FEET, OR 45.94 ACRES, MORE OR LESS.



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

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

## EXHIBIT 2 LEGAL DESCRIPTIONS WESTSIDE HAINES CITY CDD

SEC TWP RGE  
30-26S-27E

JOB NUMBER  
20-0041-0003

DRAWN BY  
ROA

DATE  
01-22-2021

SHEET  
3

## LEGAL DESCRIPTIONS:

### PARCEL E

A PORTION OF TRACTS 19 THROUGH 30 IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY AND A PORTION OF TRACTS 5 THROUGH 13 IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 30 AND PROCEED S 00°04'10" E, ALONG THE EAST BOUNDARY OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 30, A DISTANCE OF 42.32 FEET; THENCE S 88°41'01" W, A DISTANCE OF 16.04 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 88°41'01" W, A DISTANCE OF 390.47 FEET; THENCE S 00°10'11" E, A DISTANCE OF 1232.51 FEET; THENCE N 88°49'37" E, A DISTANCE OF 388.70 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°02'32" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE S 88°50'42" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 13 AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1411.55 FEET; THENCE N 33°21'44" E, A DISTANCE OF 183.55 FEET; THENCE N 33°19'35" E, A DISTANCE OF 600.67 FEET; THENCE N 05°35'09" E, A DISTANCE OF 501.02 FEET; THENCE N 41°26'25" W, A DISTANCE OF 195.12 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°16'32" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 79.88 FEET TO THE NORTHWEST CORNER OF SAID TRACT 6 AND THE SOUTHWEST CORNER OF VACATED 30.00 FOOT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3042, PAGE 1109 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N 00°06'50" W, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 27 AND THE NORTHWEST CORNER OF SAID VACATED 30.00 FOOT RIGHT OF WAY; THENCE S 88°49'34" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 28 THROUGH 30 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY, A DISTANCE OF 1112.83 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 30; THENCE N 00°05'19" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 19 AND 30, A DISTANCE OF 968.85 FEET; THENCE N 89°00'18" E, A DISTANCE OF 780.76 FEET TO A POINT ON THE EAST BOUNDARY OF SAID TRACT 20; THENCE N 00°06'28" W, ALONG THE EAST BOUNDARY OF SAID TRACT 20, A DISTANCE OF 322.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°58'52" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 21 THROUGH 24 AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1301.50 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 01°01'03" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 31.84 FEET; THENCE S 89°13'55" W, A DISTANCE OF 383.17 FEET; THENCE S 00°07'48" E, A DISTANCE OF 613.85 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 23; THENCE N 89°09'06" E, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 23 AND 24, A DISTANCE OF 392.58 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°01'28" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.85 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID VACATED 30.00 FOOT ROAD; THENCE S 00°05'26" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 59.98 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 3,147,981 SQUARE FEET, OR 72.27 ACRES, MORE OR LESS.

### PARCEL F

A PORTION OF TRACTS 30 THROUGH 32 OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 30 AND PROCEED N 00°06'45" E, ALONG THE WEST BOUNDARY OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 30, A DISTANCE OF 18.24 FEET; THENCE N 89°43'18" E, A DISTANCE OF 24.13 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE N 00°26'25" W, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.49 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT 32; THENCE N 88°41'30" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 970.79 FEET TO THE NORTHEAST CORNER OF SAID TRACT 30; THENCE S 00°04'16" E, ALONG THE EAST BOUNDARY OF SAID TRACT 30, A DISTANCE OF 643.81 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 30; THENCE S 88°53'02" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 966.59 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 621,952 SQUARE FEET, OR 14.28 ACRES, MORE OR LESS.



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

**EXHIBIT 2  
LEGAL DESCRIPTIONS  
WESTSIDE HAINES CITY CDD**

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	4



## LEGAL DESCRIPTIONS:

### WYNNSTONE PARCELS

A portion of land in the West 1/2 of Section 19 and the Northwest 1/4 of Section 30, Township 26 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

BEGIN at the Southwest corner of SUNSET RIDGE PHASE 2, according to the plat thereof, recorded in Plat Book 126, Pages 36 through 41, inclusive, of the Public Records of Polk County, Florida; thence along the Southerly boundary of said SUNSET RIDGE PHASE 2, the following three (3) courses: 1) N 89°10'03" E a distance of 1061.38 feet; 2) S 00°10'59" E a distance of 150.01 feet; 3) N 89°06'55" E a distance of 458.47 feet to the Northwest corner of PART 1 of NATURES PRESERVE PHASE 1, according to the plat thereof, recorded in Plat Book 162, Pages 47 through 49, inclusive, of the Public Records of Polk County, Florida; thence along said Westerly boundary and the Southerly extension thereof, S 00°20'04" E a distance of 675.94 feet; thence N 89°07'01" E a distance of 662.09 feet to the Northwest corner of PART 2, of said NATURES PRESERVE PHASE 1, thence along said Westerly boundary and the Southerly extension thereof, S 00°21'36" E a distance of 1292.86 feet; thence S 89°03'33" W a distance of 331.34 feet; thence S 00°20'54" E a distance of 1326.13 feet; thence S 89°06'36" W a distance of 331.55 feet; thence S 00°20'19" E a distance of 1325.84 feet; thence S 00°12'46" E a distance of 30.00 feet; thence S 00°05'13" E a distance of 645.14 feet; thence S 89°05'30" W a distance of 779.49 feet; thence N 00°06'38" E a distance of 676.07 feet; thence S 89°09'38" W a distance of 764.88 feet; thence N 00°03'41" W a distance of 2619.11 feet; thence N 00°04'02" W a distance of 30.01 feet; thence N 00°04'22" W a distance of 2122.10 feet to the POINT OF BEGINNING.

Altogether containing 613.43 acres M.O.L.

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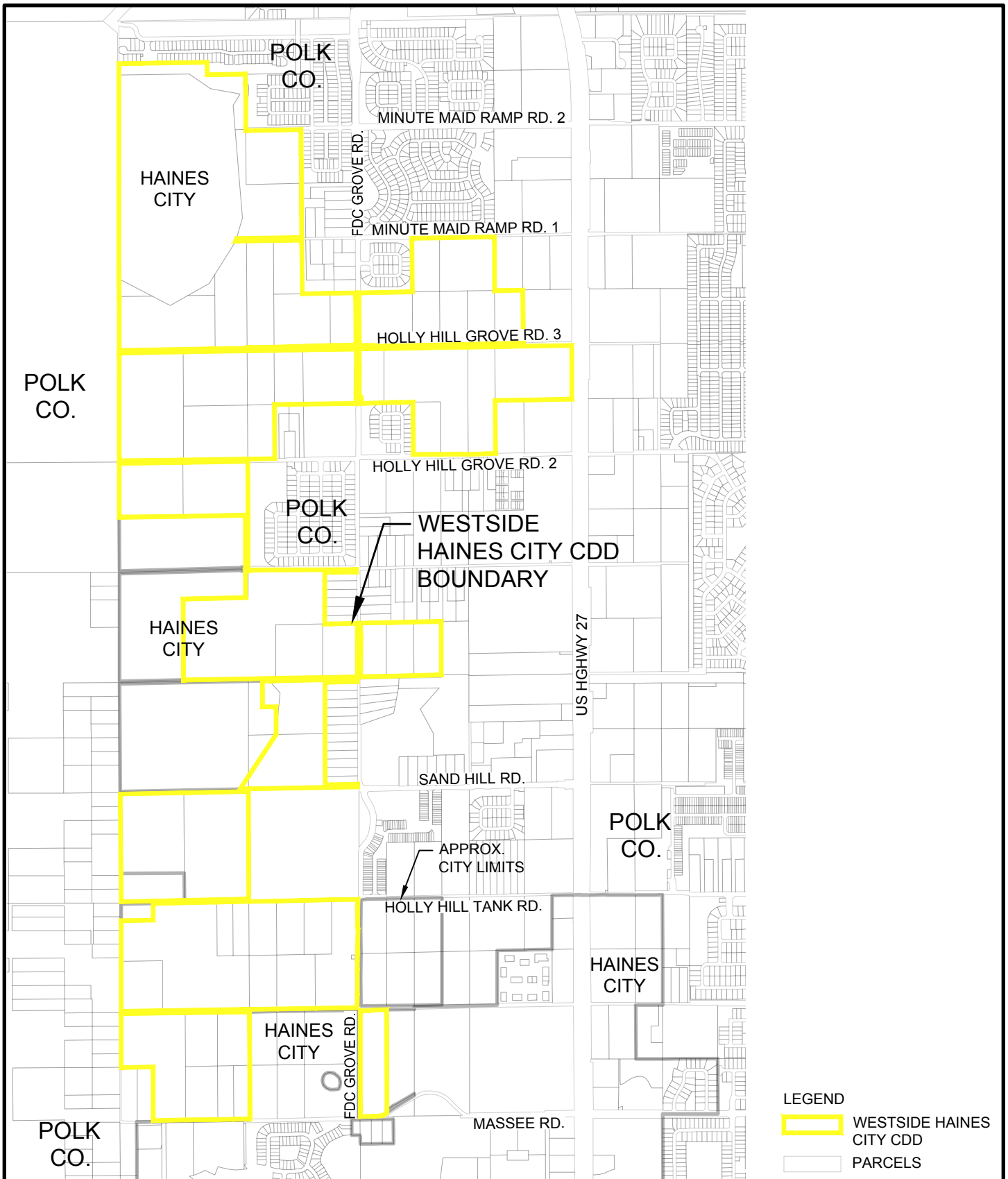


**ABSOLUTE  
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(813) 344-0100 FAX C.A. NO. 28358 TAMPA, FLORIDA 33602

**EXHIBIT 2  
LEGAL DESCRIPTIONS  
WESTSIDE HAINES CITY CDD**

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	5



**LEGEND**

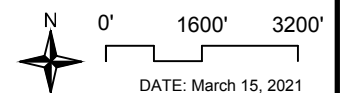
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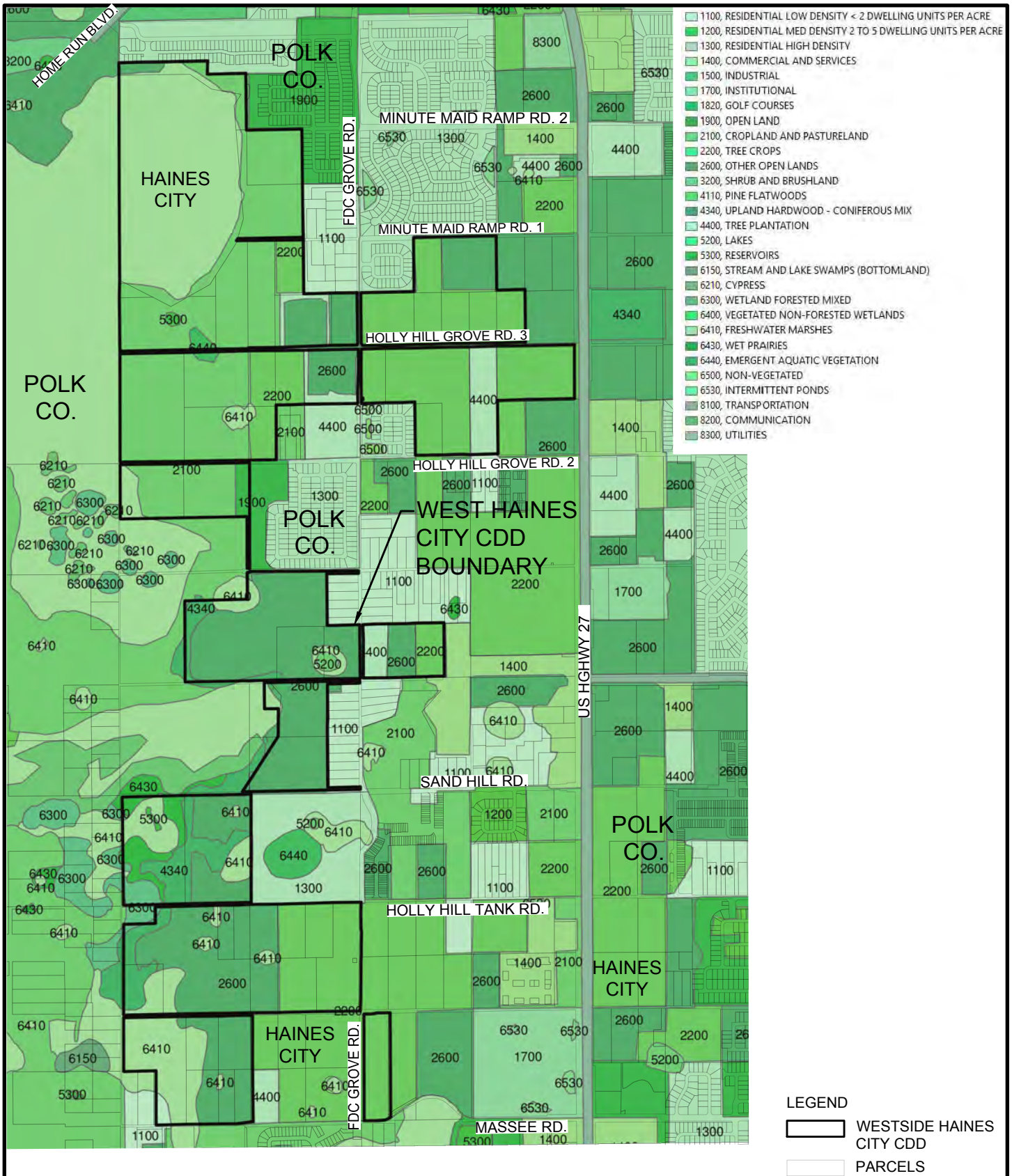
PARCELS

SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 3 - BOUNDARY MAP WESTSIDE HAINES CITY CDD

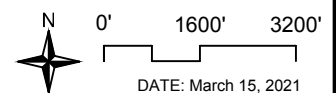
APPROX. CDD BOUNDARY  
AREA - 621.8± AC.



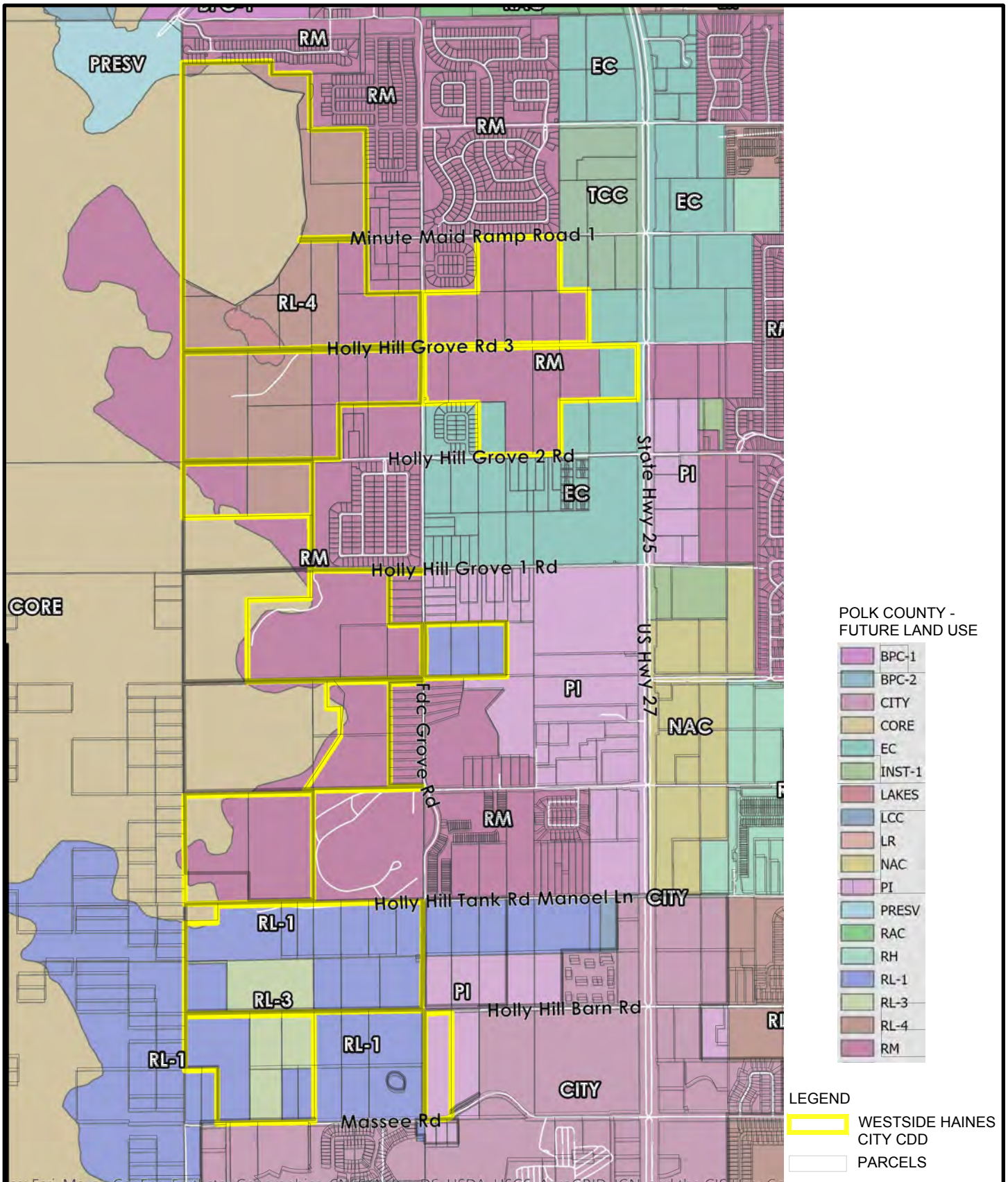


SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 4 - EXSITING LAND USE WESTSIDE HAINES CITY CDD



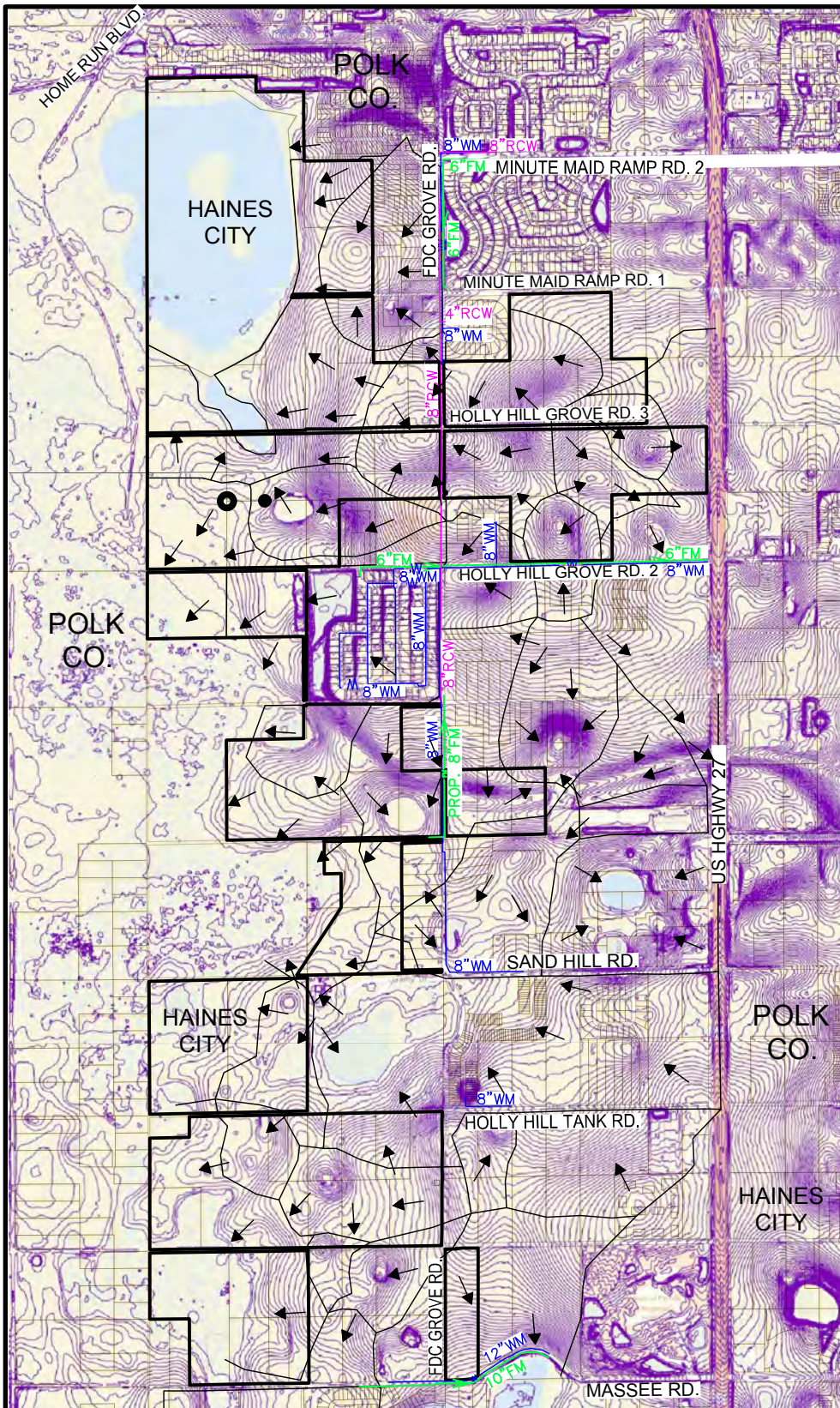




SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 5 - FUTURE LAND USE WESTSIDE HAINES CITY CDD





NOTE:  
CONTOUR INFORMATION PER POLK COUNTY LIDAR GIS DATABASE.

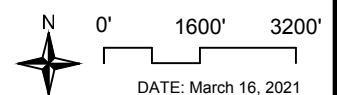
SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 6 - UTILITY LOCATION AND DRAINAGE MAP WESTSIDE HAINES CITY CDD



### LEGEND

- WESTSIDE HAINES CITY CDD
- PARCELS
- DRAINAGE AREA LIMITS
- DRAINAGE PATTERN
- W — EXISTING WATER MAIN
- FM — EXISTING FORCE MAIN
- RCW — EXISTING RECLAIM MAIN



**Composite Exhibit 7**  
**Summary of Proposed District Facilities and Summary of Probable Cost**

<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	Polk County****	District Bonds	Polk County****
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	Polk County	District Bonds	Polk County

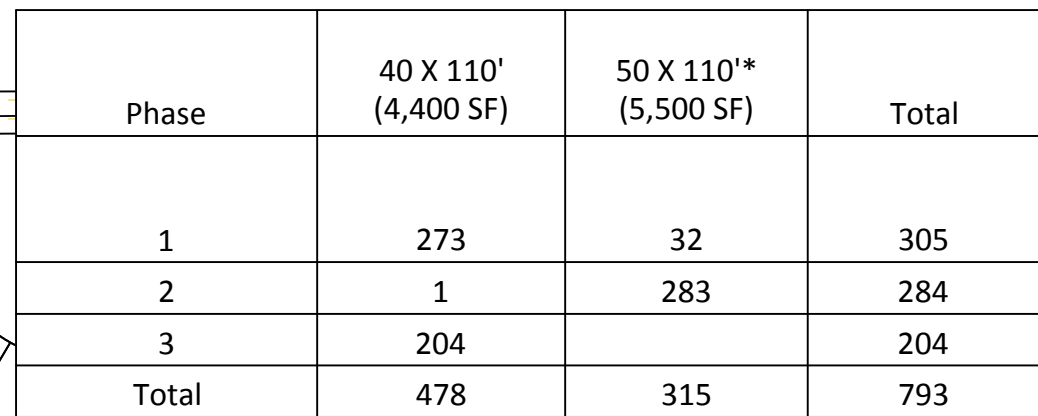
\*Costs not funded by bonds will be funded by the developer  
\*\* District will fund undergrounding of electrical conduit  
\*\*\*District will fund street lighting maintenance services  
\*\*\*\* Haines City will own and maintain the water and sewer infrastructure for the 46 lots in the Southeast corner of the District.

	Brentwood Townhomes					Cascades Single Family			Wynnstone Single Family			
Infrastructure	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 1	Phase 2	Phase 3	Phase 1	Phase 2	Phase 3	Total
	(226 Lots)	(124 Lots)	(122 Lots)	(224 Lots)	(248 Lots)	(597 Lots)	(74 Lots)	(344 Lots)	(305 Lots)	(284 Lots)	(204 Lots)	(2,752 Lots)
	2021-2023	2021-2023	2021-2023	2022-2025	2022-2025	2021-2024	2021-2024	2022-2025	2022-2025	2022-2025	2022-2025	-
Offsite Improvements <sup>(1)(5)(7)(11)</sup>	\$970,000	\$200,000	\$0	\$0	\$200,000	\$4,000,000	\$500,000	\$500,000	\$2,500,000	\$1,250,000	\$1,250,000	\$11,370,000
Stormwater Management <sup>(1)(2)(3)(5)(6)(7)</sup>	\$1,284,390	\$1,103,340	\$1,169,370	\$1,721,040	\$2,249,280	\$2,835,625	\$450,000	\$2,750,000	\$1,300,000	\$2,062,500	\$1,262,500	\$18,188,045
Utilities (Water, Sewer, & Street Lighting) <sup>(1)(5)(7)(9)(11)</sup>	\$1,169,820	\$1,004,920	\$1,065,060	\$1,567,520	\$2,048,640	\$2,731,250	\$450,000	\$2,750,000	\$1,265,000	\$2,012,500	\$1,012,500	\$17,077,210
Roadway <sup>(1)(4)(5)(7)</sup>	\$560,790	\$481,740	\$510,570	\$751,440	\$982,080	\$1,365,625	\$265,000	\$1,582,500	\$560,000	\$1,200,000	\$690,000	\$8,949,745
Entry Feature <sup>(1)(7)(8)911)</sup>	\$100,000	\$0	\$0	\$0	\$100,000	\$750,000	\$0	\$0	\$250,000	\$125,000	\$125,000	\$1,450,000
Parks and Amenities <sup>(1)(7)(11)</sup>	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,750,000	\$0	\$0	\$1,000,000	\$250,000	\$250,000	\$5,250,000
Contingency <sup>(11)</sup>	<u>\$565,000</u>	<u>\$310,000</u>	<u>\$305,000</u>	<u>\$560,000</u>	<u>\$620,000</u>	<u>\$1,492,500</u>	<u>\$185,000</u>	<u>\$842,500</u>	<u>\$750,000</u>	<u>\$200,000</u>	<u>\$510,000</u>	\$6,340,000
TOTAL	\$5,650,000	\$3,100,000	\$3,050,000	\$5,600,000	\$6,200,000	\$14,925,000	\$1,850,000	\$8,425,000	\$7,625,000	\$7,100,000	\$5,100,000	\$68,625,000

- Notes:
- 1. Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.
  - 2. Excludes grading of each lot in conjunction with home construction, which will be provided by home builder.
  - 3. Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
  - 4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
  - 5. Includes subdivision infrastructure and civil/site engineering.
  - 6. Stormwater does not include grading associated with building pads.
  - 7. Estimates are based on 2020 cost.
  - 8. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
  - 9. CDD will enter into a Lighting Agreement with Duke Energy for the streetlight poles and lighting service. Includes only the cost of undergrounding.
  - 10. Estimates based on 2,752 lots.
  - 11. The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).



## 5





WESTSIDE HAINES  
CITY CDD

HAINES CITY, FL

SEAL

### KEY PLAN

SCALE NORTH

NORTH PROJECT - 20' x 95' Townhomes			
Building Type	# Buildings	# Units Per Building	Total Units
4 Unit	7	4	28
6 Unit	38	6	228
8 Unit	27	8	216
Total	72		472

SOUTH PROJECT - 20' x 95' Townhomes			
Building Type	# Buildings	# Units Per Building	Total Units
4 Unit	4	4	16
6 Unit	32	6	192
8 Unit	33	8	264
<b>Total</b>	69		472

NO.	DATE	BY	DESCRIPTION
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REVISIONS

DRAWN BY

APPROVED

CHECKED ☐

— DATE

TITLE

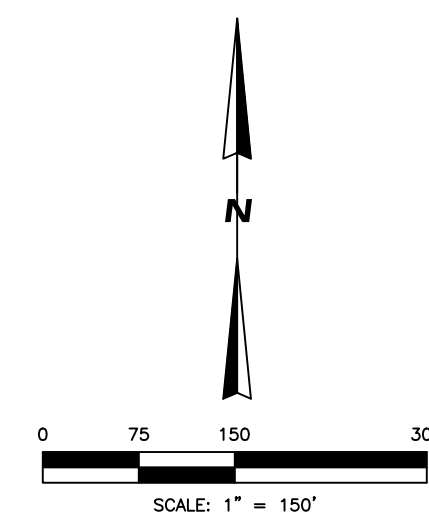
BRENTWOOD

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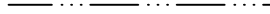








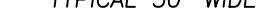
PROJECT NO. 50137547

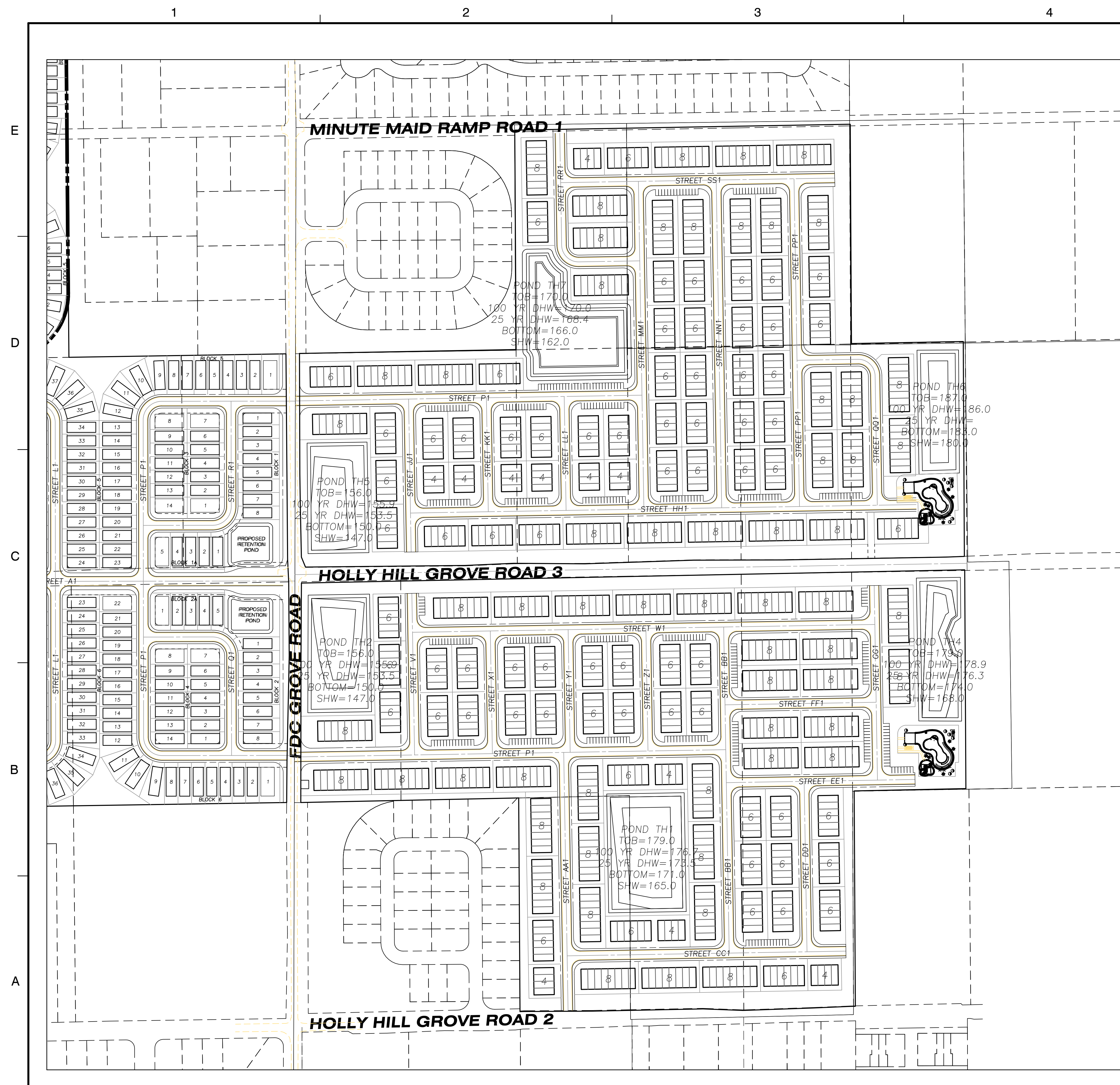
2 OF 4

SHEET NO.



**LEGEND**

	SWFWL		SWFWMD WETLAND LINE
	WCAS		WETLAND CONSERVATION AREA SETBACK LINE (BUFFER WIDTH VARIES)
			TYPICAL 50' WIDE (MINIMUM) LOT PAD
			TYPICAL 40' WIDE (MINIMUM) LOT PAD
			PHASE LINE





WESTSIDE HAINES  
CITY CDD  
HAINES CITY, FL

SEAL

KEY PLAN

SCALE NORTH

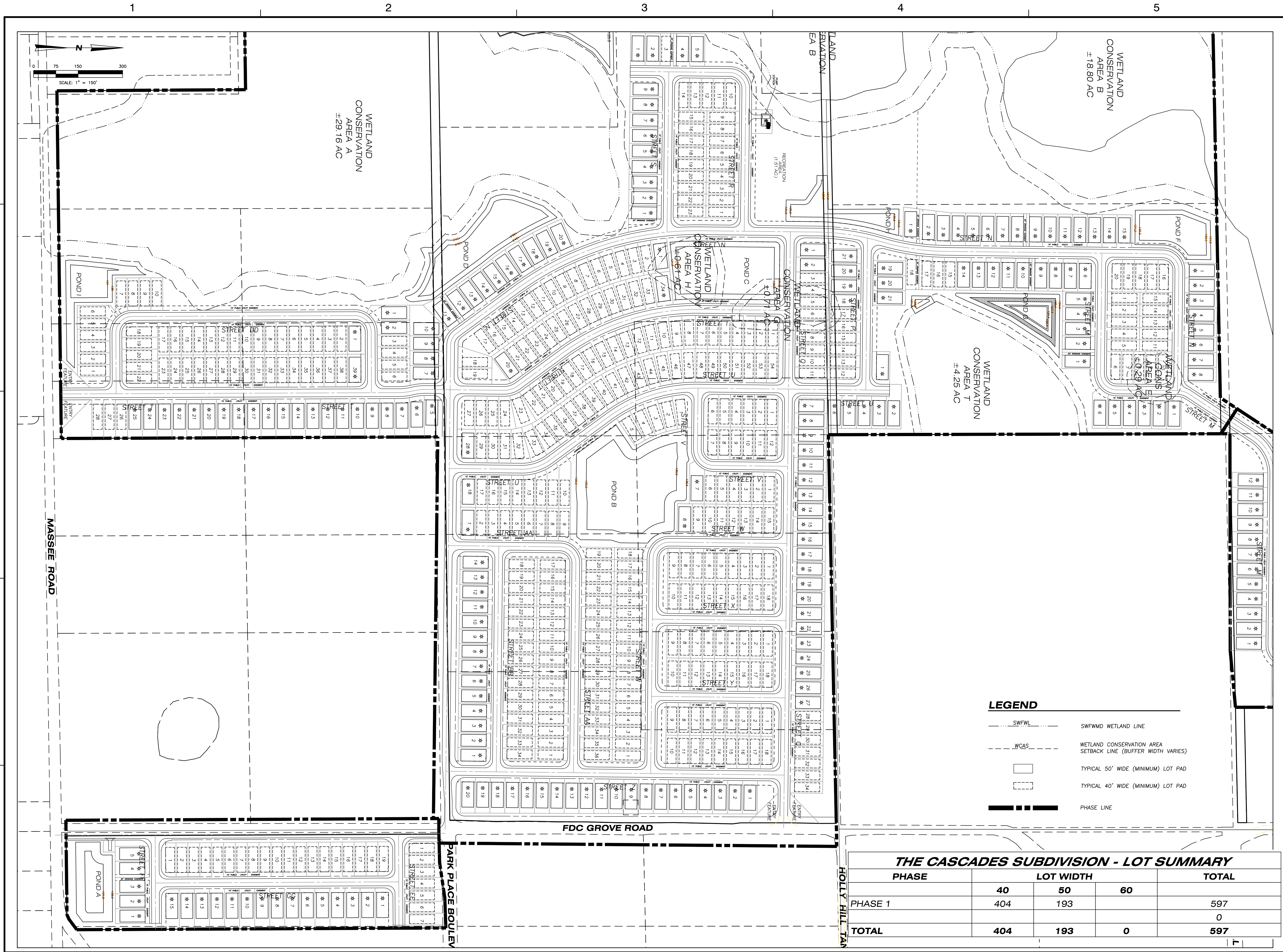
NO.	DATE	BY	DESCRIPTION

REVISIONS			
DRAWN BY	MJB		
APPROVED BY	RM		
CHECKED BY	RM		
DATE	03/22/21		
TITLE			

CASCADES PHASE 1

PROJECT NO. 50137547

SHEET NO.







## SECTION 2

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

Roy Van Wyk, Esq.  
HOPPING GREEN & SAMS, P.A.  
Post Office Box 6526  
Tallahassee, Florida 32314

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**DECLARATION OF CONSENT TO JURISDICTION OF  
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
AND TO IMPOSITION OF SPECIAL ASSESSMENTS**

**(ASSESSMENT AREA ONE SPECIAL ASSESSMENTS)**

**LENNAR HOMES, 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 “Assessment Area One”), located within the boundaries of the Westside Haines City 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 March 18, 2021, 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 Polk County Board of County Commissioners (“**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. 21-017, enacted by the County and effective on March 18, 2021, was duly and properly adopted by the County in compliance with all applicable requirements of law; (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 March 18, 2021, 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 “Assessment Area One Special Assessments”) imposed by, but not limited to, Resolutions 2021-25, 2021-26, 2021-29, and 2021-\_\_ (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 Assessment Area One Special Assessments, and the Assessment Area One 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 Assessment Area One 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 Assessment Area One Special Assessments in full at any time or in part one time, but with interest, under the circumstances set forth in the Assessment Resolutions of the District levying the Assessment Area One Special Assessments.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Assessment Area One Special Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the Westside Haines City Community Development District Special Assessment Bonds, Series 2021 (Assessment Area One Project), in the principal amount of \$\_\_\_\_\_ (the "Assessment Area One Bonds"), or securing payment thereof and all other documents and certifications relating to the issuance of the Assessment Area One 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 Assessment Area One Special Assessments or claims of invalidity, deficiency or unenforceability of the Assessment Area One 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 Assessment Area One Special Assessments collected by mailed notice of the District, such unpaid Assessment Area One Special Assessments and future Assessment Area One 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 Assessment Area One Special Assessments or the Assessment Area One 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 Assessment Area One 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]

EFFECTIVE THIS \_\_\_\_ day of June 2021.

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

WITNESSES:

**LENNAR HOMES, LLC**, a Florida  
limited liability company

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
by: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
[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 \_\_\_\_\_, 2021, by \_\_\_\_\_, as  
\_\_\_\_\_ of Lennar Homes, LLC.

[notary seal]

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



## **EXHIBIT A – LEGAL DESCRIPTION OF ASSESSMENT AREA ONE**

## SECTION B

# SECTION 1

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

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

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**AGREEMENT BY AND BETWEEN THE WESTSIDE HAINES CITY COMMUNITY  
DEVELOPMENT DISTRICT AND GLK REAL ESTATE, LLC, REGARDING TRUE-  
UP AS TO ASSESSMENT AREA ONE SPECIAL ASSESSMENTS**

**THIS TRUE-UP AGREEMENT** (“Agreement”) is made and entered into this 19<sup>th</sup> day of July 2021, by and between:

**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Haines City, 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 of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 32060, and its successors and assigns (the “Landowner” or “Developer” and, together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the County Commission of Polk County, 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 Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

**WHEREAS**, Landowner is the owner of a portion of the lands within the District and a developer of the same, which lands are described in **Exhibit A** (“Assessment Area One”); 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, as detailed in the *Westside Haines City Community Development District Engineer’s Report*, dated March 29, 2021 (the “Engineer’s Report”) for the improvements associated with the development of the “Assessment Area One Project”, attached to this Agreement as **Exhibit B** and the estimated costs of the improvements related to Assessment Area One Project is identified therein; and

**WHEREAS**, the District intends to finance a portion of the Assessment Area One Project, through the anticipated issuance of its Westside Haines City Community Development District Special Assessment Bonds, Series 2021 (Assessment Area One Project), in the principal amount of \$19,810,000 (the “Assessment Area One Bonds”); and

**WHEREAS**, pursuant to Resolutions 2021-25, 2021-26, 2021-29, and 2021-35 (the “Assessment Resolutions”), the District imposed special assessments on Assessment Area One (the “Assessment Area One Special Assessments”) within the District to secure the repayment of the Assessment Area One Bonds, including interest thereon; and

**WHEREAS**, Landowner agrees that all developable lands within Assessment Area One benefit from the timely design, construction, or acquisition of the Assessment Area One Project; and

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

**WHEREAS**, the *Master Assessment Methodology*, dated March 29, 2021, as supplemented by that *Supplemental Assessment Methodology-Assessment Area One*, dated July 7, 2021 (together, the “Assessment Report”), provides that as Assessment Area One is platted or re-platted, the allocation of the amounts assessed to and constituting a lien upon Assessment Area One within the District would be allocated and calculated based upon certain density assumptions relating to the number of each lot type to be constructed on Assessment Area One within the District, which assumptions were provided by Landowner; and

**WHEREAS**, Landowner intends that Assessment Area One within the District 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 Assessment Area One 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 Assessment Area One lands, which lands are described herein in **Exhibit A**, 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 Assessment Area One Special Assessments collected by mailed notice of the District, said unpaid Assessment Area One 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 Assessment Area One Special Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner intends to plat its portion of Assessment Area One into a total of 226 Townhomes in Brentwood Phase 1, 298 single family homes in Cascades Phase 1A and 1B, and 23 Single Family Homes in Cascades Phase 2 or 522.5 Equivalent Residential Units (“ERUs”).

**B.** *Process for Reallocation of Assessments.* The Assessment Area One Special Assessments will be reallocated among Assessment Area One as Assessment Area One is platted or re-platted (hereinafter referred to as “plat” or “platted”). In connection with such platting of Assessment Area One of the District, the Assessment Area One 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 Assessment Area One Special Assessments will be assigned to the number and type of platted lots platted in Assessment Area One. In furtherance thereof, at such time as any portion of Assessment Area One is to be platted, Landowner covenants that such plat or plats shall be presented to the District. The District shall allocate the Assessment Area One Special Assessments to the number and type of lots being platted and the remaining lands in Assessment Area One 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 Assessment Area One within the District owned by Landowner shall be presented to the District for review and allocation of the Assessment Area One Special Assessments to the lots being platted and the remaining property within Assessment Area One 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 Assessment Area One 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 the number and type of platted lots within Assessment Area One of the District. Thus, at the time of platting of any portion of Assessment Area One, or any re-platting thereof, there must be at least the number of EAUs platted lots in Assessment Area One 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 lots platted in Assessment Area One in the par amount per platted lot as set forth in the Assessment Report.

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

(iv) If at the time the True-Up calculation is performed, it is determined that less than the number and type of lots are to be platted within Assessment Area One, a True-Up Payment shall become immediately due and payable. Any such True-Up Payment determined to be due by shall be paid in full prior to approval of the plat. Such True-Up Payment shall be in addition to the regular Assessment Area One installment payable for Assessment Area One. 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 Assessment Area One 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 Assessment Area One 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 522.5 ERUs will be assigned to Assessment Area One, 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 Assessment Area One. In the event Landowner plats less than 522.5 EAUs within Assessment Area One, the Landowner may either make a True-Up Payment or leave unassigned Assessment Area One Special Assessments on un-platted lands within Assessment Area One, 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 Assessment Area One Special Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Assessment Area One Project, including all costs of financing and interest. The District, however, may collect Assessment Area One Special Assessments in excess of the annual debt service related to the Assessment Area One Project, including all costs of financing and interest, which shall be applied to prepay

the Assessment Area One Bonds. If the strict application of the True-Up methodology to any Reallocation for any plat pursuant to this paragraph would result in Assessment Area One Special Assessments collected in excess of the District's total debt service obligation for the Assessment Area One 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 Assessment Area One Special Assessments and to abide by the requirements of the Reallocation of Assessment Area One 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: Westside Haines City  
Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager
- With a copy to: Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Post Office Box 6526  
Tallahassee, Florida 32064  
Attn: Roy Van Wyk
- B.** If to Landowner: GLK Real Estate, LLC  
346 East Central Avenue  
Winter Haven, Florida 32060  
Attn: Gary Price
- With a copy to: Straughn & Turner, P.A.  
255 Magnolia Avenue SW  
Winter Haven, Florida 32060  
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 Assessment Area One 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 Assessment Area One, binding upon Landowner and its successors and assigns including, without limitation, any purchaser and its successors and assigns as to Assessment Area One or portions thereof, and any transferee of any portion of Assessment Area One, but shall not be binding upon transferees permitted by Sections 7(B)(i), (ii) or (iii) below.

**B.** No portion of Assessment Area One 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 Assessment Area One 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 Assessment Area One pursuant to subsections (i), (ii) or (iii) of this Section 7(B), shall constitute an automatic release of such portion of Assessment Area One from the scope and effect of this Agreement.

**C.** Landowner shall not transfer any portion of Assessment Area One 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 of Assessment Area One 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 Assessment Area One 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 on behalf and acting at the direction of the bondholders owning more than 50% of the aggregate principal amount of the applicable Assessment Area One 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 Assessment Area One 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 Assessment Area One Bonds then outstanding with regard to amendments having a material effect on the District's ability to pay debt service on the Assessment Area One 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 Assessment Area One Bonds, on behalf of the owners of the Assessment Area One 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.

*[Signature pages follow]*

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]

\_\_\_\_\_  
Gary Price, 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 \_\_\_\_\_, 2021, by Gary Price, 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:

**WESTSIDE HAINES CITY  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Lauren O. Schwenk  
Vice 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 \_\_\_\_\_, 2021, by Lauren O. Schwenk, as Vice Chairperson of the Board of Supervisors of Westside Haines City Community Development District.

[notary seal]

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

**Exhibit A:** Legal Description of Assessment Area One  
**Exhibit B:** *Westside Haines City Community Development District Engineer's Report*, dated March 29, 2021

EXHIBIT A - LEGAL DESCRIPTION OF ASSESSMENT AREA ONE

## EXHIBIT B – ENGINEER’S REPORT

A horizontal bar composed of three colored segments: green, orange, and blue.

# **Westside Haines City Community Development District**

**Engineer's Report**

March 29, 2021

**SUBMITTED BY:**

**Dewberry Engineers Inc.**  
800 North Magnolia Avenue  
Suite 1000  
Orlando, Florida 32803  
407-843-5120



# TABLE OF CONTENTS

<b>Introduction.....</b>	<b>2</b>
<b>Purpose and Scope .....</b>	<b>4</b>
<b>The Development .....</b>	<b>4</b>
<b>Capital Improvements .....</b>	<b>4</b>
Stormwater Management Facilities .....	5
Public Roadways .....	5
Water and Wastewater Facilities .....	6
Off-Site Improvements .....	6
Amenities and Parks .....	6
Electric Utilities and Lighting .....	6
Entry Features.....	6
Miscellaneous.....	7
Permitting .....	7
<b>Recommendation.....</b>	<b>8</b>
<b>Report Modification .....</b>	<b>8</b>
<b>Summary and Conclusion .....</b>	<b>8</b>
<b>Engineer's Certification .....</b>	<b>8</b>
<b>List of Exhibits</b>	
Aerial Location Map .....	Exhibit 1
Legal Description .....	Exhibit 2
District Boundary Map .....	Exhibit 3
Land Use Map .....	Exhibit 4
Zoning Map .....	Exhibit 5
Utility Location Map and Drainage Flow Pattern Map.....	Exhibit 6
Summary of Opinion of Probable Cost .....	Exhibit 7
Summary of District Facilities.....	Exhibit 8
Overall Site Plan .....	Exhibit 9

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.

# Westside Haines City Community Development District

## INTRODUCTION

The Westside Haines City Community Development District (the "District" or "CDD") is located on the west side of US Highway 27 (SR 25) from the Minute Maid Ramp Road, south crossing Holly Hill Grove Road 1, 2, and 3 to the southern boundary of Massee Road. The District also crosses Holly Hill Tank Road to the west of FDC Grove Road. The District is located with the city limits of Haines City, Florida ("City") and the unincorporated area of Polk County ("County"). The District currently contains approximately 613.43 acres and is expected to consist of 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages.

The CDD was established under County Ordinance No. \_\_\_\_\_, which was approved by the Polk County Commission or City of Haines City on March 17, 2021, and became effective on \_\_\_\_\_. The District will own and operate the public roadways, utilities systems, and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

The Master Developer ("Developer") GLK Real Estate LLC is based in Winter Haven, Florida. The Development is approved as a Planned Development (PD) for Residential Units and is divided into three (3) villages: Brentwood, Cascades, and Wynnstone. A land use summary is presented in Table 1.

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, county, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development, an overall estimate of the probable cost of the public improvements are provided in Exhibit 7 of this report.

The Capital Improvement Plan ("CIP" or this "Engineer's 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 any modifications will not diminish the benefits to 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 a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

TABLE 1	AREA
Master Stormwater System	49.14
Residential Land (Single-Family and Townhomes Lots)	240.91
Roadways Infrastructure & Public Facilities	95.29
Lakes	5.09
Amenity Center	2.09
Open Space/Conservation Areas/Parks	220.91
<b>TOTAL</b>	<b>613.43</b>

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.

TABLE 2 PHASING SUMMARY		
PHASE	NO. UNITS	AREA(AC)
Cascades 1	597	
Cascades 2	74	
Cascades 3	344	
Brentwood 1	226	
Brentwood 2	124	
Brentwood 3	122	
Brentwood 4	224	
Brentwood 5	248	
Wynnstone 1	305	
Wynnstone 2	284	
Wynnstone 3	204	
Amenity/Recreational Parcel		
Infrastructure Roadways		
Ponds/Lake/Stormwater Conservation/Open space		
<b>TOTAL – Westside Haines City CDD</b>	<b>2,752</b>	<b>613.43</b>

TABLE 3 LOT TYPES			
PHASE	LOT TYPE	UNITS	AREA (AC)
<b>Cascades 1</b>	40-ft Lots	404	
	50-ft Lots	193	
<b>Cascades 2</b>	40-ft Lots	30	
	50-ft Lots	44	
<b>Cascades 3</b>	40-ft Lots	219	
	50-ft Lots	125	
<b>Brentwood 1</b>	Townhomes	226	
<b>Brentwood 2</b>	Townhomes	124	
<b>Brentwood 3</b>	Townhomes	122	
<b>Brentwood 4</b>	Townhomes	224	
<b>Brentwood 5</b>	Townhomes	248	
<b>Wynnstone 1</b>	40-ft Lots	273	
	50-ft Lots	32	
<b>Wynnwood Phase 2</b>	40-ft Lots	1	
	50-ft Lots	283	
<b>Wynnwood Phase 3</b>	40-ft Lots	204	
<b>TOTAL LOTS IN THE DISTRICT</b>		<b>2,752</b>	<b>613.43</b>

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 the 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.

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will be dedicated to the County or the City for ownership and maintenance upon completion. The southeastern 46 lots in Cascades Phase 1 will have a private lift station maintained by the CDD and will connect to Haines City's water and sewer service.

## PURPOSE AND SCOPE

The purpose of this report is to provide engineering support for the funding of the proposed improvements within the District. This report will identify the proposed public infrastructure to be constructed or acquired by the District along with an Opinion of Probable Construction Costs. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

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 to prepare this Engineer's Report.

## THE DEVELOPMENT

The development will consist of a total of 2,752 residential units and associated infrastructure. The development is a planned residential community located West of US Highway 27 (SR 25) and consisting of 613.43 acres from the northern boundary around Minute Main Ramp Road 1 and extending south to the southern boundary located around Mossee Road. The District is located within Polk County and the City of Haines City. The land use for the District is planned unit development. The development is zoned RL-1, RL-2, RL-3, and RM within the city limits and zoned RMX and ECX within the unincorporated area of Polk County. The development will be constructed in three (3) villages and have up to eleven (11) phases.

## CAPITAL IMPROVEMENTS

The CIP consists of public infrastructure in each village and each phase of said village. The primary portions of the CIP will provide for stormwater pond construction, roadways built to an urban roadway typical section, water, and sewer facilities including three (3) lift stations and one (1) regional lift station, and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP that will outfall into the various on-site stormwater 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 as well as the 4 (four) lift stations serving the project. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District. Installation of streetlights and power within the public rights-of-way or easements will be funded by the District.

As a part of the recreational component of the CIP, there are various amenity centers within the development and specifically for each of the villages of the development. There are four (4) amenity centers: one (1) in the Village of Cascades, one (1) in Wynnstone, and two (2) within Brentwood. The total area of the amenity and recreational parcels is 12.89 acres. There will be conservation areas as well that can serve as passive parks within the various villages and the

development that are available to the public for utilization of the facilities. The amenity centers and recreational areas will have connectivity via sidewalks to the other portions of the District. The amenity centers and recreational areas will be accessed by the public roadways and sidewalks.

## **CAPITAL IMPROVEMENT PLAN COMPONENTS**

The CIP for the District includes the following:

### **Stormwater Management Facilities**

Stormwater Management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater treatment systems are regulated by the city, the county, and SWFWMD. There are various conservation areas throughout the District and will be preserved in the existing condition and these will accept stormwater discharges from our ponds as shown on Exhibit 6.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C0225G, effective date December 22, 2016, demonstrates that the property is located within Flood Zones X, A, and AE. Based on this information and the site topography, it appears that 100-year compensation will be done in areas where we will impact existing depressions throughout the development and the 100-year flood volumes will be compensated as it is required by the city, county, and FEMA.

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 the FDEP as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting as required by the National Pollutant Discharge Elimination System (NPDES) General Permit with erosion control, its maintenance, and any rainfall events that occur during construction activity.

### **Public Roadways**

The proposed public roadway sections include a 24-foot wide roadway consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base and asphalt type roadway wearing surface. The proposed curb is to be 2-feet 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.

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 drinking water system inclusive of water main, gate valves, fire hydrants, and appurtenances will be installed for the District. The water service provider will be Polk County Public Utilities. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within

the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to 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 a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Laterals will branch off from these sewer lines to serve the individual lots. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main that will interconnect three (3) lift stations and all discharge to a master lift station that will pump through a force main that will connect to the city water treatment facility located north of the development.

Polk County Public Utilities will provide the reclaimed water to be used for all irrigation within the CDD. The reclaimed water will be funded by the District and installed onsite within the roadways to provide for irrigation within the public right-of-way or any areas needing irrigation. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrances. The site construction activities associated with the CIP are anticipated to be completed by villages and phases based on the estimated schedule for each village and phase. The schedule is shown on Exhibit 7. Upon completion of each phase within each village, the improvements will be through the required inspections as well as final certifications of completions will be obtained from SWFWMD, Polk County Health Department (water distribution system), FDEP (wastewater collection), and the city/county.

### **Amenities and Parks**

The District will provide funding for an amenity center to include the following: parking areas, pavilion with public restroom facilities, pool, all-purpose playfields, and walking trails between the phases and villages to provide connectivity to the various amenity centers within the CDD. In addition, there will be public passive parks throughout the development, which will include benches and walking trails.

### **Electric Utilities and Lighting**

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund and construct the electric conduit, fund and construct the cost for the under-grounding of the electrical system, transformer/cabinet pads, and electric manholes required by Duke Energy (Duke). Electric facilities will be owned and maintained by Duke after the dedication, with Duke providing underground electrical service to the Development. The CDD presently intends to fund the cost to purchase and install the street lighting along the internal roadways within the CDD. These lights will be operated, and maintained by Duke after the completion, with the District funding maintenance costs.

### **Entry Feature**

Landscaping, irrigation, entry features, and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use reclaimed water or an irrigation well. The well and irrigation water mains to the various phases of the development will be constructed and acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover, and trees for the internal roadways within the CDD. Perimeter fencing will be provided

at the site entrances and perimeters. These items will be funded, owned, and maintained by the CDD. It is noted that the City requires the walls as a buffer the development and thus will be funded together with the landscaping.

## Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report are being financed by the District to benefit 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/residential planned development.

## Permitting

Construction permits for all phases are required and include the SWFWMD ERP, Polk County Health Department, FDEP, and City construction plan approval.

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

Phase 1 – All Villages			
Permits/Approvals	Approval/Expected Date		
	Cascades Phase 1	Cascades Phase 2	Brentwood Townhomes Phase 1
Zoning Approval	Haines City RPUD expected 4/1/21	Haines City RPUD – N/A	N/A
Preliminary Plat	Haines City - 4/1/21	Haines City Preliminary Plat – N/A	N/A
SWFWMD ERP	Expected 04/15/2021	Expected – 5/15/2021	Expected – 4/30/2021
Construction Permits	Expected 4/15/2021	Expected – 5/15/2021	Expected – 4/30/2021
Polk County Health Department Water	Expected 4/30/2021	Expected – 5/30/2021	Expected – 5/15/2021
FDEP Sanitary Sewer General Permit	Expected 4/30/2021	Expected – 5/30/2021	Expected – 5/15/2021
FDEP NOI	Expected 4/30/2021	Expected – 5/30/2021	Expected – 5/15/2021

Other Phases and Villages	
Permits/Approvals	Approval/Expected Date
Zoning Approval	TBO
Preliminary Plat	TBO
SWFWMD ERP	TBO
Polk County Utilities Permits	TBO
Polk County Health Department General Water Distribution Permit	TBO
FDEP Sanitary Sewer General Permit	TBO
FDEP NOI – NPDES	TBO
City of Haines City Construction Permit	TBO

## RECOMMENDATION

As previously explained 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 or will be in accordance with the applicable requirements of the City, the County, and the SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation are 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 the proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD, Polk County, and the City regulations.

## REPORT MODIFICATION

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

## SUMMARY AND CONCLUSION

The improvements as outlined are necessary for the functional development of the Project. The Project is being designed in accordance with current government regulatory requirements. The Project will serve its intended function provided the construction is in substantial compliance with the design. Items of construction for the Project are based upon current development plans.

## ENGINEER'S CERTIFICATION

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 and the value is at least the same as the costs for said improvements. It is noted that all financed property improvements will be located on district owned lands that is or will be at the time of conveyance to the district or subject to a permanent easement in favor of the district or another public governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the county and city. 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 opinion that the costs of the CIP proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the CUP improvements cannot be constructed at the cost described in this report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

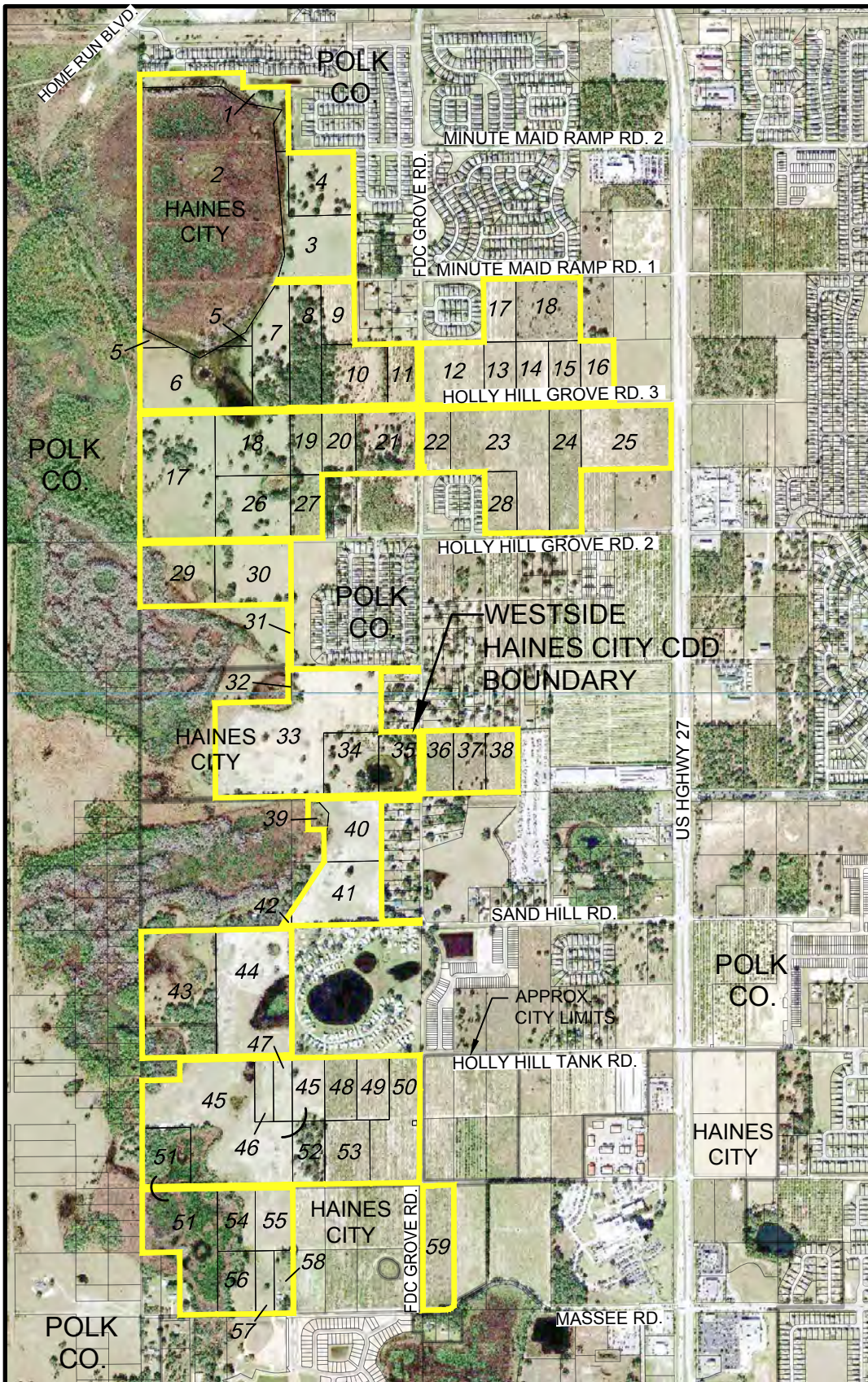


I hereby certify that the foregoing is a true and correct copy of the engineer's report for the Westside Haines City Community Development District.

A handwritten signature in blue ink, appearing to read 'RM', is written over a horizontal line.

Reinardo Malavé, P.E.

Florida License No. 31588



ID NO.	COUNTY PARCEL ID
1	272619705000030012
2	272619705000030171
3	272619705000030201
4	272619705000030210
5	272619704500040011
6	272619704500040141
7	272619704500040041
8	272619705000040050
9	272619705000040060
10	272619705000040101
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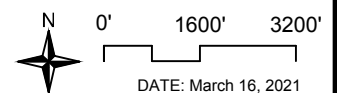
#### LEGEND

- WESTSIDE HAINES CITY CDD
- PARCELS

SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 1 - LOCATION MAP WESTSIDE HAINES CITY CDD

APPROX. CDD BOUNDARY  
AREA - 621.8± AC.





## LEGAL DESCRIPTIONS:

### THORNHILL PARCELS

#### PARCEL 1

**DESCRIPTION:** A PORTION OF TRACTS 11, 12, 13, 14, 15, & 16 AND ALL OF TRACTS 3, 4 & 5, OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 5; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 5, S.00°18'53"E., A DISTANCE OF 648.05 FEET TO THE NORTH BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID NORTH BOUNDARY, N.88°58'16"E., A DISTANCE OF 330.50 FEET TO THE EAST BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID EAST BOUNDARY, S.00°17'48"E., A DISTANCE OF 634.97 FEET TO A POINT ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILLY GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES: 1) S.87°53'35"W., A DISTANCE OF 53.92 FEET; 2) S.89°00'18"W., A DISTANCE OF 481.38 FEET; 3) S.89°49'34"W., A DISTANCE OF 265.87 FEET; 4) S.88°05'52"W., A DISTANCE OF 320.84 FEET; 5) N.89°37'21"W., A DISTANCE OF 210.35 FEET; 6) S.87°28'16"W., A DISTANCE OF 143.50 FEET; 7) S.89°25'55"W., A DISTANCE OF 472.21 FEET; 8) N.22°16'58"W., A DISTANCE OF 31.89 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: 1) N.01°14'03"W., A DISTANCE OF 140.55 FEET; 2) N.00°55'37"W., A DISTANCE OF 104.29 FEET; 3) N.00°08'51"W., A DISTANCE OF 326.27 FEET 4) N.00°11'29"W., A DISTANCE OF 30.58 FEET TO THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY OF CAMBRIA, AS RECORDED IN PLAT BOOK 159, PAGES 26 THROUGH 27, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH AND EAST BOUNDARIES, RESPECTIVELY, OF SAID CAMBRIA, THE FOLLOWING TWO (2) COURSES: 1) N.88°58'16"E., A DISTANCE OF 640.37 FEET; 2) N.00°21'17"W., A DISTANCE OF 648.36 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF AN UNNAMED ROAD, (ALSO KNOWN AS MINUTE MAID RAMP ROAD 1); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°59'20"E., A DISTANCE OF 991.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.322 ACRES, MORE OR LESS.

#### TOGETHER WITH

#### PARCEL 2

**DESCRIPTION:** A PORTION OF TRACTS 17, 28, 29, & 30 AND ALL OF TRACTS 18, 19, 20, 21, & 22, OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH EAST CORNER OF SAID TRACT 28, RUN THENCE ALONG THE EAST BOUNDARY THEREOF, S.00°18'30"E., A DISTANCE OF 636.29 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILL GROVE ROAD 2, PER MAP BOOK 22, PAGES 1 THROUGH 7, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) S.88°40'49"W., A DISTANCE OF 13.76 FEET; 2) S.87°34'32"W., A DISTANCE OF 110.73 FEET; 3) S.87°59'33"W., A DISTANCE OF 207.44 FEET; 4) N.87°51'09"W., A DISTANCE OF 118.81 FEET; 5) S.88°50'51"W., A DISTANCE OF 326.26 FEET; 6) S.89°40'20"W., A DISTANCE OF 202.13 FEET; 7) S.88°29'07"W., A DISTANCE OF 12.51 FEET TO THE SOUTHEAST CORNER OF COUNTRY WALK ESTATES, AS RECORDED IN PLAT BOOK 155, PAGES 37 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST AND NORTH BOUNDARIES, RESPECTIVELY, OF SAID COUNTRY WALK ESTATES THE FOLLOWING TWO (2) COURSES: 1) N.00°21'09"W., A DISTANCE OF 631.43 FEET; 2) S.88°48'08"W., A DISTANCE OF 644.25 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) N.00°04'22"E., A DISTANCE OF 436.25 FEET; 2) N.00°21'14"E., A DISTANCE OF 212.17 FEET TO A POINT ON SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILLY GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°51'21"E., A DISTANCE OF 1960.98 FEET TO A POINT ON THE EAST BOUNDARY OF AFORESAID TRACT 22; THENCE ALONG SAID EAST BOUNDARY S.00°18'53"E., A DISTANCE OF 646.48 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 22; THENCE ALONG SAID SOUTH BOUNDARY, S.88°48'08"W., A DISTANCE OF 330.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.668 ACRES, MORE OR LESS.



**ABSOLUTE  
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(813) 221-1516 TEL 1000 N. ASHLEY DRIVE, SUITE 925  
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EXHIBIT 2  
LEGAL DESCRIPTIONS  
WESTSIDE HAINES CITY CDD

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	1

## LEGAL DESCRIPTIONS:

### **CASCADES PARCELS**

#### **PARCEL A**

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 31, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 AND PROCEED S 89° 18'58" W, ALONG THE SOUTH LINE OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31, A DISTANCE OF 1323.58 FEET TO A FOUND CONCRETE MONUMENT 4" X 4" (NO ID) MARKING THE SOUTHEAST CORNER OF THE SW  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31; THENCE N 00°43'21" W, A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 ALSO BEING ON THE NORTH PLATTED RIGHT OF WAY LINE OF MASSEE ROAD AND THE POINT OF BEGINNING; THENCE S 89°16'39" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1170.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 31; THENCE N 00°21'45" W, ALONG THE WEST BOUNDARY OF SAID TRACT 31, A DISTANCE OF 635.42 FEET TO THE NORTHWEST CORNER OF SAID TRACT 31 ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT 17; THENCE S 89°15'20" W, ALONG THE SOUTH BOUNDARY OF SAID TRACT 17, A DISTANCE OF 374.86 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 17; THENCE N 00°19'09" W, ALONG THE WEST BOUNDARY OF SAID TRACT 17, A DISTANCE OF 620.25 FEET TO THE NORTHWEST CORNER OF SAID TRACT 17 AND A POINT ON THE SOUTH PLATTED RIGHT OF WAY LINE OF A 30.00 FOOT UNAMED ROAD; THENCE N 89°02'49" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1548.04 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°14'28" E, ALONG THE EAST BOUNDARY OF SAID TRACT 20 AND 29, A DISTANCE OF 1261.78 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 1,708,918 SQUARE FEET, OR 39.23 ACRES, MORE OR LESS.

#### **PARCEL B**

A PORTION OF TRACTS 17 AND 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 31, A DISTANCE OF 15.00 FEET; THENCE N 89°19'17" E, A DISTANCE OF 15.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED ROAD AND THE POINT OF BEGINNING; THENCE N 00°16'11" W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1255.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PARK PLACE BOULEVARD AS PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 19, PAGE 66; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING THREE (3) COURSES; (1) N 88°37'04" E, A DISTANCE OF 95.17 FEET; (2) N 81°41'25" E, A DISTANCE OF 121.29 FEET; (3) N 87°59'06" E, A DISTANCE OF 100.77 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S 00°16'03" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1243.27 FEET TO A POINT OF THE NORTHERLY RIGHT OF WAY LINE OF POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 14, PAGE 45 THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES; (1) S 53°51'52" W, A DISTANCE OF 16.13 FEET; (2) S 53°02'11" W, A DISTANCE OF 27.27 FEET; (3) S 65°06'06" W, A DISTANCE OF 16.68 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED RIGHT OF WAY; THENCE, ALONG SAID NORTH RIGHT OF WAY LINE, S 89°19'17" W, A DISTANCE OF 265.83 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 399,109 SQUARE FEET, OR 9.16 ACRES, MORE OR LESS.

P:\20-0041 GLX\Water\DWG\Preliminary\WESTSIDE HAINES CITY CDD\WESTSIDE CDD - EXH-2 (2).dwg Heather Wertz Feb 18, 2021 - 4:46pm



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

**EXHIBIT 2  
LEGAL DESCRIPTIONS  
WESTSIDE HAINES CITY CDD**

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	2

## LEGAL DESCRIPTIONS:

### PARCEL C

A PORTION OF TRACTS 1 THROUGH 16, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 31, A DISTANCE OF 1308.22 FEET; THENCE S 89°15'46" W, A DISTANCE OF 32.12 FEET TO A POINT OF INTERSECTION OF NORTH 30.00 FOOT PLATTED RIGHT OF WAY AND THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 89°15'46" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1291.75 FEET; THENCE S 89°02'19" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1547.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 16; THENCE N 00°19'20" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 1 AND 16, A DISTANCE OF 1285.53 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1 SAID NORTHWEST CORNER LYING 15.00 FEET SOUTH AND 15.00 FEET EAST OF THE NORTHWEST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE N 88°48'00" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 1 THROUGH 4, A DISTANCE OF 1548.12 FEET; THENCE N 88°50'05" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 5 THROUGH 8, A DISTANCE OF 1309.25 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY MAINTAINED RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THIRTEEN (13) COURSES (1) S 00°16'04" E, A DISTANCE OF 52.50 FEET; (2) S 01°12'54" W, A DISTANCE OF 101.55 FEET; (3) S 00°02'35" E, A DISTANCE OF 168.91 FEET; (4) S 07°21'12" E, A DISTANCE OF 26.80 FEET; (5) S 01°16'36" W, A DISTANCE OF 197.08 FEET; (6) S 00°36'22" E, A DISTANCE OF 84.70 FEET; (7) S 00°13'16" W, A DISTANCE OF 102.33 FEET; (8) S 01°26'47" W, A DISTANCE OF 102.68 FEET; (9) S 00°21'34" W, A DISTANCE OF 104.81 FEET; (10) S 00°58'11" W, A DISTANCE OF 101.55 FEET; (11) S 00°24'40" E, A DISTANCE OF 105.34 FEET; (12) S 01°49'51" W, A DISTANCE OF 135.10 FEET; (13) S 00°30'33" W, A DISTANCE OF 19.05 FEET;

TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 3,683,359 SQUARE FEET, OR 84.56 ACRES, MORE OR LESS.

### PARCEL D

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SW  $\frac{1}{4}$  OF SAID SECTION 30 AND PROCEED N 88°48'00" E, ALONG THE SOUTH BOUNDARY OF THE SW  $\frac{1}{4}$  OF SAID SECTION 30, A DISTANCE OF 15.00 FEET; THENCE N 00°12'41" W, 15.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 32 AND THE POINT OF BEGINNING; THENCE N 00°06'26" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1294.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD AND THE NORTHWEST CORNER OF SAID TRACT 17; THENCE N 88°51'21" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 17 THROUGH 20, A DISTANCE OF 1547.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°08'32" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 20 AND 29, A DISTANCE OF 1292.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 AND A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE; THENCE S 88°48'00" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 29 THROUGH 32, A DISTANCE OF 1548.12 FEET;

TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 2,001,318 SQUARE FEET, OR 45.94 ACRES, MORE OR LESS.



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C.A. NO. 28358 TAMPA, FLORIDA 33602

## EXHIBIT 2 LEGAL DESCRIPTIONS WESTSIDE HAINES CITY CDD

SEC TWP RGE  
30-26S-27E

JOB NUMBER  
20-0041-0003

DRAWN BY  
ROA

DATE  
01-22-2021

SHEET  
3

## LEGAL DESCRIPTIONS:

### PARCEL E

A PORTION OF TRACTS 19 THROUGH 30 IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY AND A PORTION OF TRACTS 5 THROUGH 13 IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 30 AND PROCEED S 00°04'10" E, ALONG THE EAST BOUNDARY OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 30, A DISTANCE OF 42.32 FEET; THENCE S 88°41'01" W, A DISTANCE OF 16.04 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 88°41'01" W, A DISTANCE OF 390.47 FEET; THENCE S 00°10'11" E, A DISTANCE OF 1232.51 FEET; THENCE N 88°49'37" E, A DISTANCE OF 388.70 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°02'32" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE S 88°50'42" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 13 AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1411.55 FEET; THENCE N 33°21'44" E, A DISTANCE OF 183.55 FEET; THENCE N 33°19'35" E, A DISTANCE OF 600.67 FEET; THENCE N 05°35'09" E, A DISTANCE OF 501.02 FEET; THENCE N 41°26'25" W, A DISTANCE OF 195.12 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°16'32" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 79.88 FEET TO THE NORTHWEST CORNER OF SAID TRACT 6 AND THE SOUTHWEST CORNER OF VACATED 30.00 FOOT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3042, PAGE 1109 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N 00°06'50" W, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 27 AND THE NORTHWEST CORNER OF SAID VACATED 30.00 FOOT RIGHT OF WAY; THENCE S 88°49'34" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 28 THROUGH 30 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY, A DISTANCE OF 1112.83 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 30; THENCE N 00°05'19" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 19 AND 30, A DISTANCE OF 968.85 FEET; THENCE N 89°00'18" E, A DISTANCE OF 780.76 FEET TO A POINT ON THE EAST BOUNDARY OF SAID TRACT 20; THENCE N 00°06'28" W, ALONG THE EAST BOUNDARY OF SAID TRACT 20, A DISTANCE OF 322.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°58'52" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 21 THROUGH 24 AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1301.50 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 01°01'03" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 31.84 FEET; THENCE S 89°13'55" W, A DISTANCE OF 383.17 FEET; THENCE S 00°07'48" E, A DISTANCE OF 613.85 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 23; THENCE N 89°09'06" E, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 23 AND 24, A DISTANCE OF 392.58 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°01'28" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.85 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID VACATED 30.00 FOOT ROAD; THENCE S 00°05'26" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 59.98 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 3,147,981 SQUARE FEET, OR 72.27 ACRES, MORE OR LESS.

### PARCEL F

A PORTION OF TRACTS 30 THROUGH 32 OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 30 AND PROCEED N 00°06'45" E, ALONG THE WEST BOUNDARY OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 30, A DISTANCE OF 18.24 FEET; THENCE N 89°43'18" E, A DISTANCE OF 24.13 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE N 00°26'25" W, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.49 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT 32; THENCE N 88°41'30" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 970.79 FEET TO THE NORTHEAST CORNER OF SAID TRACT 30; THENCE S 00°04'16" E, ALONG THE EAST BOUNDARY OF SAID TRACT 30, A DISTANCE OF 643.81 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 30; THENCE S 88°53'02" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 966.59 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 621,952 SQUARE FEET, OR 14.28 ACRES, MORE OR LESS.



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

**EXHIBIT 2  
LEGAL DESCRIPTIONS  
WESTSIDE HAINES CITY CDD**

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	4

## LEGAL DESCRIPTIONS:

### WYNNSTONE PARCELS

A portion of land in the West 1/2 of Section 19 and the Northwest 1/4 of Section 30, Township 26 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

BEGIN at the Southwest corner of SUNSET RIDGE PHASE 2, according to the plat thereof, recorded in Plat Book 126, Pages 36 through 41, inclusive, of the Public Records of Polk County, Florida; thence along the Southerly boundary of said SUNSET RIDGE PHASE 2, the following three (3) courses: 1) N 89°10'03" E a distance of 1061.38 feet; 2) S 00°10'59" E a distance of 150.01 feet; 3) N 89°06'55" E a distance of 458.47 feet to the Northwest corner of PART 1 of NATURES PRESERVE PHASE 1, according to the plat thereof, recorded in Plat Book 162, Pages 47 through 49, inclusive, of the Public Records of Polk County, Florida; thence along said Westerly boundary and the Southerly extension thereof, S 00°20'04" E a distance of 675.94 feet; thence N 89°07'01" E a distance of 662.09 feet to the Northwest corner of PART 2, of said NATURES PRESERVE PHASE 1, thence along said Westerly boundary and the Southerly extension thereof, S 00°21'36" E a distance of 1292.86 feet; thence S 89°03'33" W a distance of 331.34 feet; thence S 00°20'54" E a distance of 1326.13 feet; thence S 89°06'36" W a distance of 331.55 feet; thence S 00°20'19" E a distance of 1325.84 feet; thence S 00°12'46" E a distance of 30.00 feet; thence S 00°05'13" E a distance of 645.14 feet; thence S 89°05'30" W a distance of 779.49 feet; thence N 00°06'38" E a distance of 676.07 feet; thence S 89°09'38" W a distance of 764.88 feet; thence N 00°03'41" W a distance of 2619.11 feet; thence N 00°04'02" W a distance of 30.01 feet; thence N 00°04'22" W a distance of 2122.10 feet to the POINT OF BEGINNING.

Altogether containing 613.43 acres M.O.L.

P:\20-0041 GLX\Master\DWG\ Preliminary\WESTSIDE HAINES CITY CDD\WESTSIDE CDD - EXH-2 (5).dwg Heather Wertz Feb 18, 2021 - 4:46pm

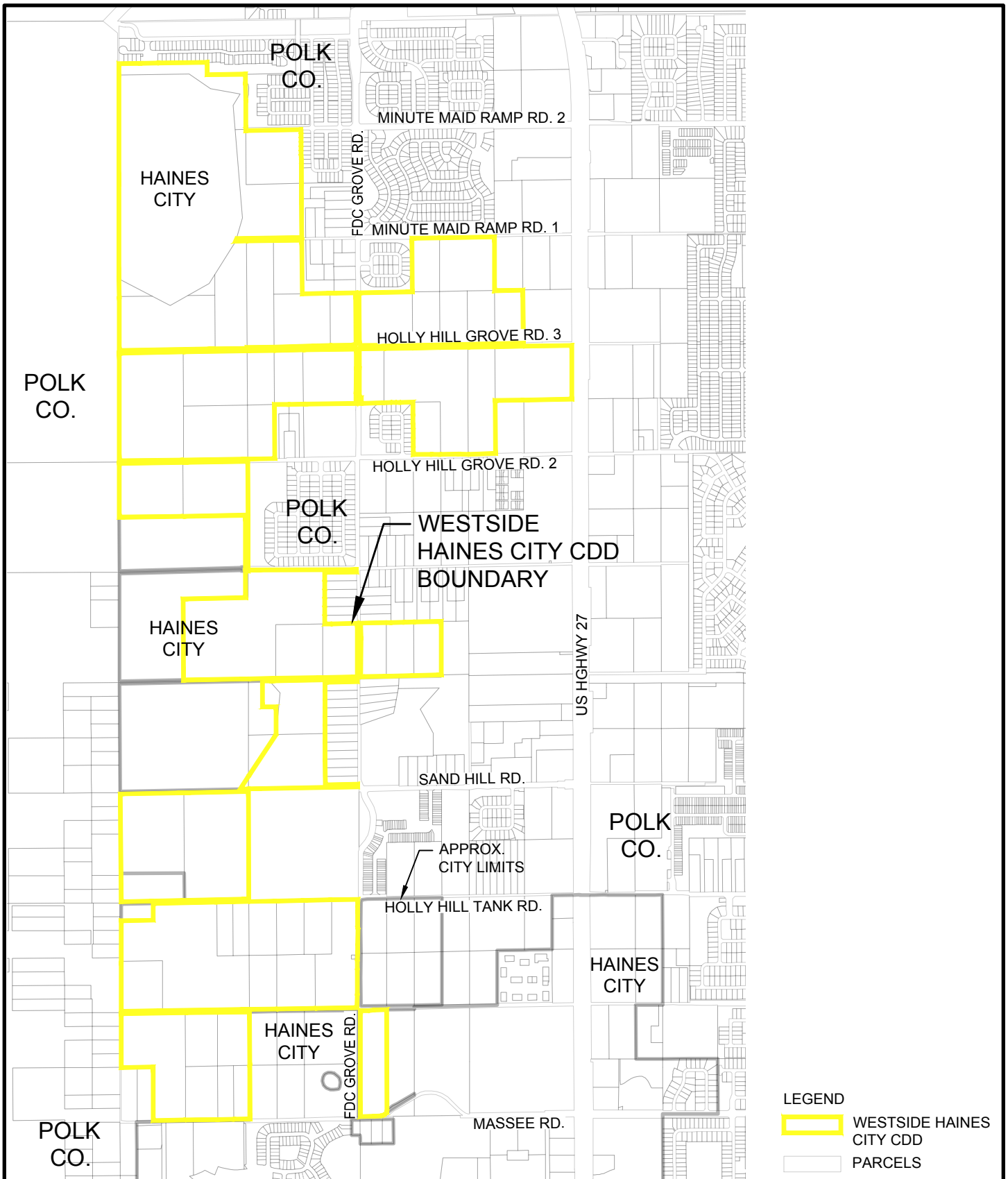


**ABSOLUTE  
ENGINEERING, INC.**

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

**EXHIBIT 2  
LEGAL DESCRIPTIONS  
WESTSIDE HAINES CITY CDD**

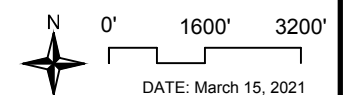
SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
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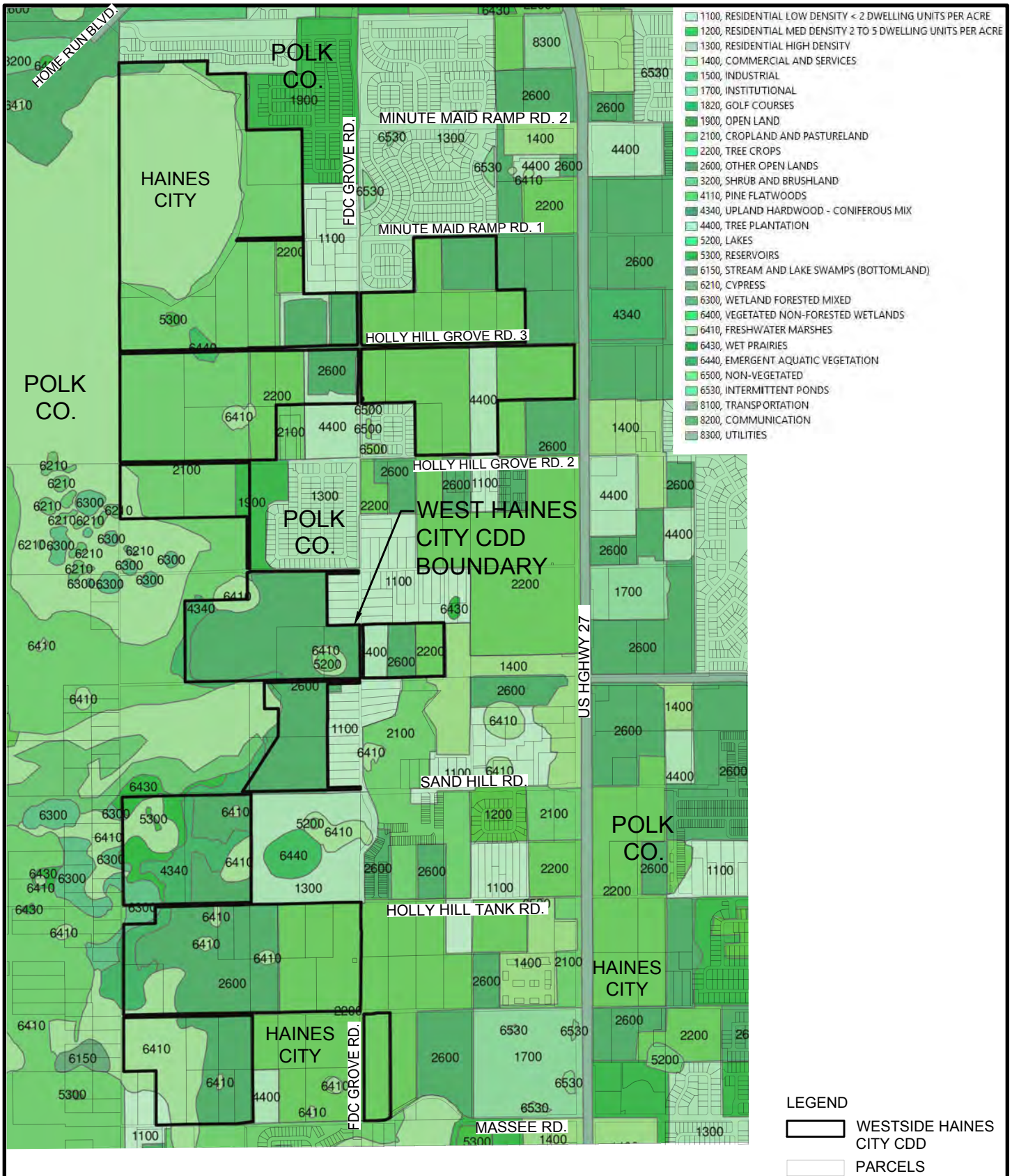
SECTS 19, 30 & 31,  
T26S, R27E

# **EXHIBIT 3 - BOUNDARY MAP WESTSIDE HAINES CITY CDD**

APPROX. CDD BOUNDARY  
AREA - 621.8± AC.

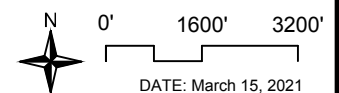




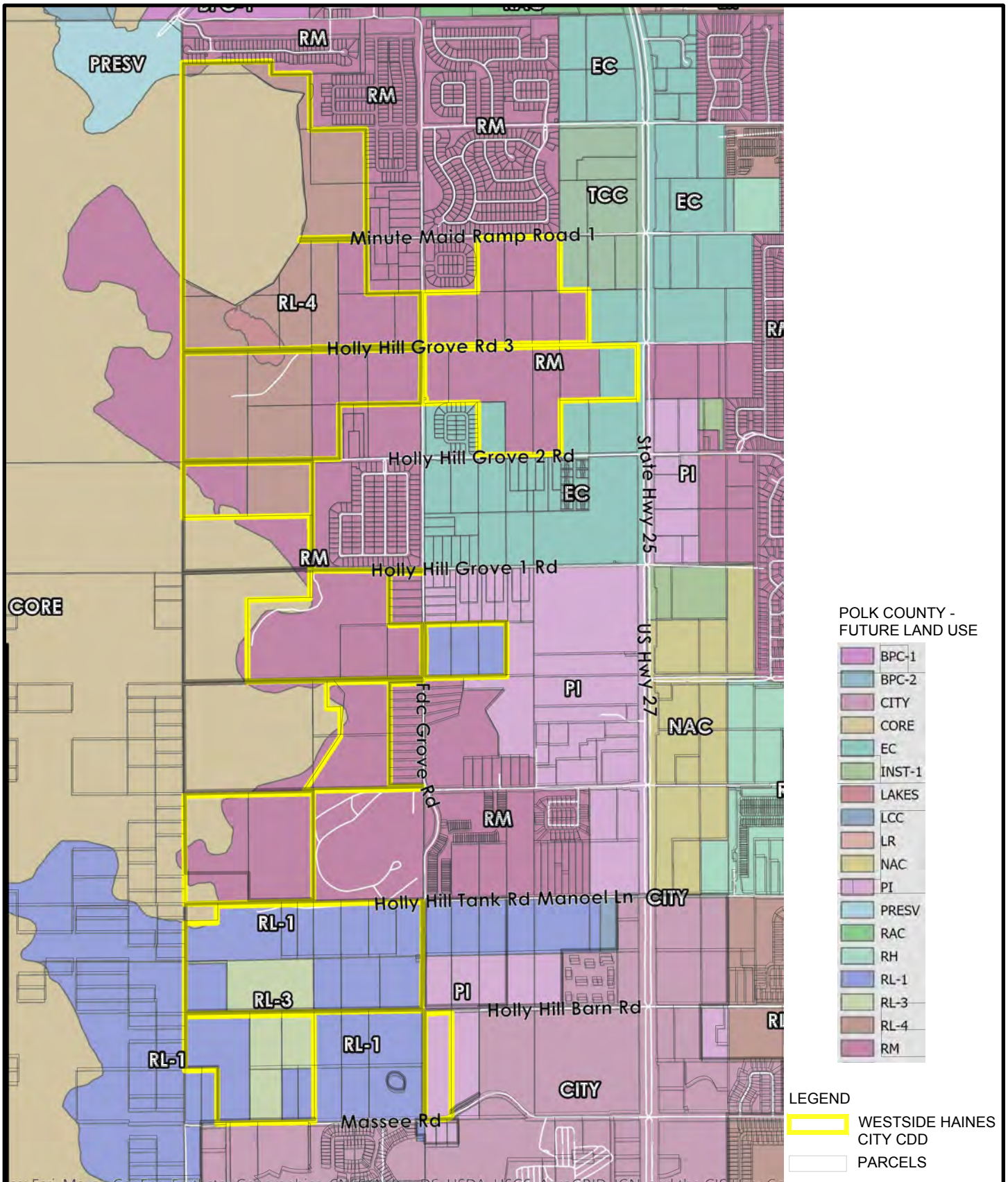


SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 4 - EXSITING LAND USE WESTSIDE HAINES CITY CDD



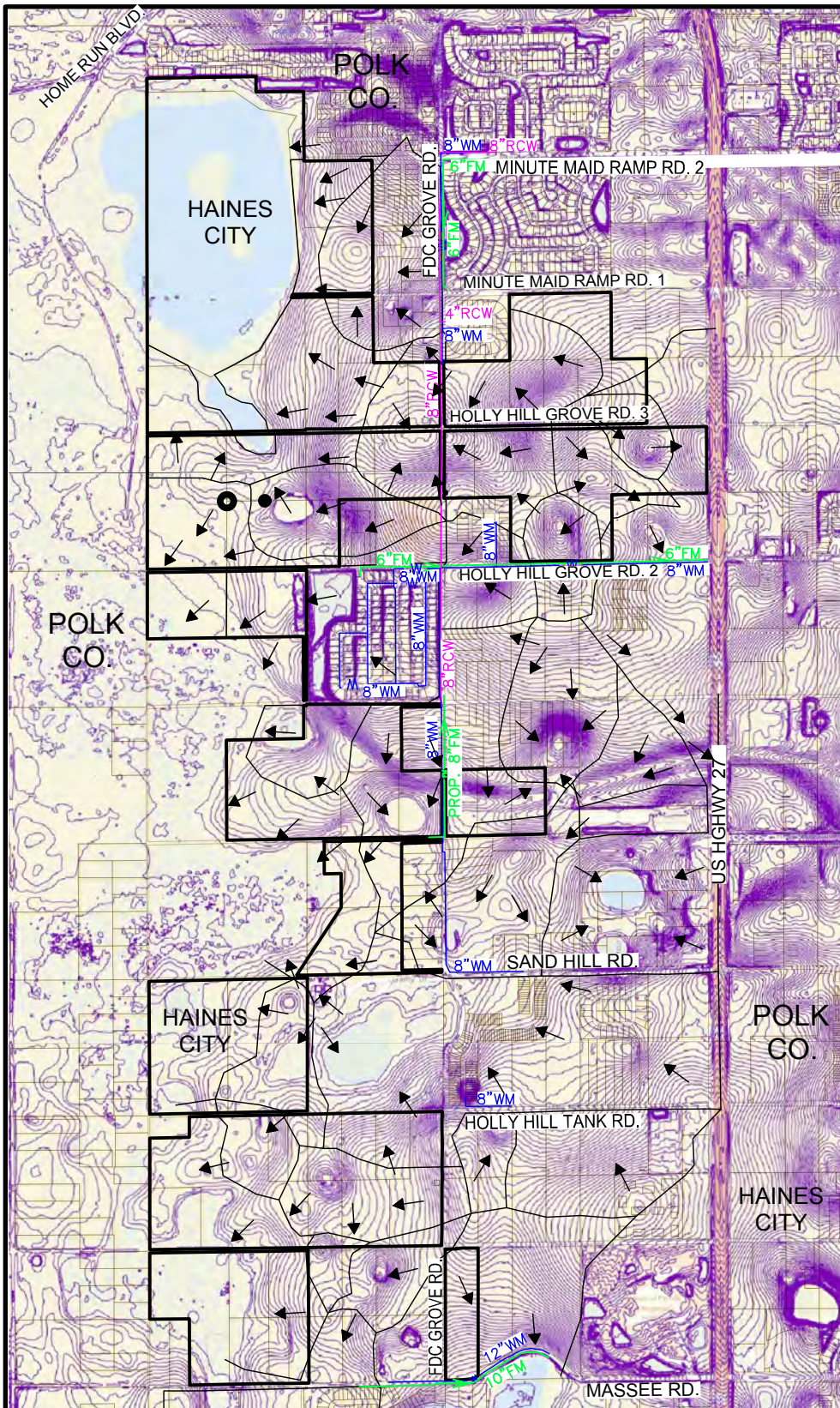




SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 5 - FUTURE LAND USE WESTSIDE HAINES CITY CDD





NOTE:  
CONTOUR INFORMATION PER POLK COUNTY LIDAR GIS DATABASE.

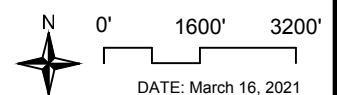
SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 6 - UTILITY LOCATION AND DRAINAGE MAP WESTSIDE HAINES CITY CDD



### LEGEND

- WESTSIDE HAINES CITY CDD
- PARCELS
- DRAINAGE AREA LIMITS
- DRAINAGE PATTERN
- W — EXISTING WATER MAIN
- FM — EXISTING FORCE MAIN
- RCW — EXISTING RECLAIM MAIN



**Composite Exhibit 7**  
**Summary of Proposed District Facilities and Summary of Probable Cost**

<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	Polk County****	District Bonds	Polk County****
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	Polk County	District Bonds	Polk County

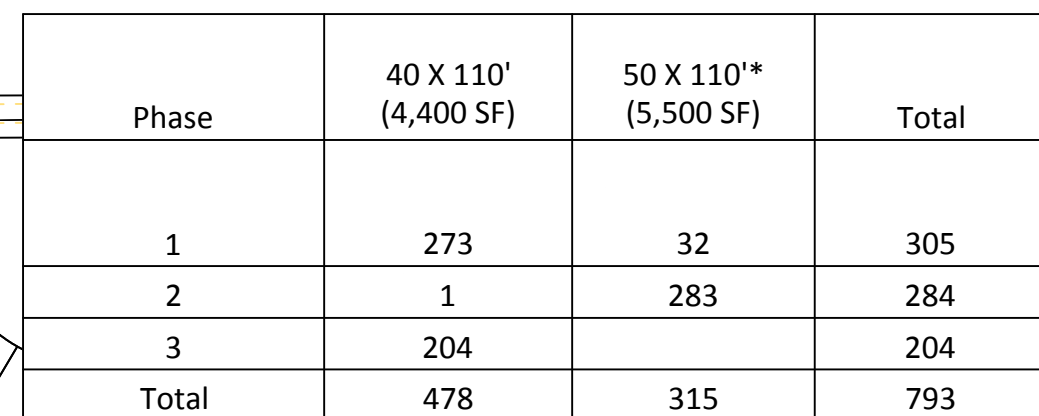
\*Costs not funded by bonds will be funded by the developer  
\*\* District will fund undergrounding of electrical conduit  
\*\*\*District will fund street lighting maintenance services  
\*\*\*\* Haines City will own and maintain the water and sewer infrastructure for the 46 lots in the Southeast corner of the District.

	Brentwood Townhomes					Cascades Single Family			Wynnstone Single Family			
Infrastructure	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 1	Phase 2	Phase 3	Phase 1	Phase 2	Phase 3	Total
	(226 Lots)	(124 Lots)	(122 Lots)	(224 Lots)	(248 Lots)	(597 Lots)	(74 Lots)	(344 Lots)	(305 Lots)	(284 Lots)	(204 Lots)	(2,752 Lots)
	2021-2023	2021-2023	2021-2023	2022-2025	2022-2025	2021-2024	2021-2024	2022-2025	2022-2025	2022-2025	2022-2025	-
Offsite Improvements <sup>(1)(5)(7)(11)</sup>	\$970,000	\$200,000	\$0	\$0	\$200,000	\$4,000,000	\$500,000	\$500,000	\$2,500,000	\$1,250,000	\$1,250,000	\$11,370,000
Stormwater Management <sup>(1)(2)(3)(5)(6)(7)</sup>	\$1,284,390	\$1,103,340	\$1,169,370	\$1,721,040	\$2,249,280	\$2,835,625	\$450,000	\$2,750,000	\$1,300,000	\$2,062,500	\$1,262,500	\$18,188,045
Utilities (Water, Sewer, & Street Lighting) <sup>(1)(5)(7)(9)(11)</sup>	\$1,169,820	\$1,004,920	\$1,065,060	\$1,567,520	\$2,048,640	\$2,731,250	\$450,000	\$2,750,000	\$1,265,000	\$2,012,500	\$1,012,500	\$17,077,210
Roadway <sup>(1)(4)(5)(7)</sup>	\$560,790	\$481,740	\$510,570	\$751,440	\$982,080	\$1,365,625	\$265,000	\$1,582,500	\$560,000	\$1,200,000	\$690,000	\$8,949,745
Entry Feature <sup>(1)(7)(8)911)</sup>	\$100,000	\$0	\$0	\$0	\$100,000	\$750,000	\$0	\$0	\$250,000	\$125,000	\$125,000	\$1,450,000
Parks and Amenities <sup>(1)(7)(11)</sup>	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,750,000	\$0	\$0	\$1,000,000	\$250,000	\$250,000	\$5,250,000
Contingency <sup>(11)</sup>	<u>\$565,000</u>	<u>\$310,000</u>	<u>\$305,000</u>	<u>\$560,000</u>	<u>\$620,000</u>	<u>\$1,492,500</u>	<u>\$185,000</u>	<u>\$842,500</u>	<u>\$750,000</u>	<u>\$200,000</u>	<u>\$510,000</u>	\$6,340,000
TOTAL	\$5,650,000	\$3,100,000	\$3,050,000	\$5,600,000	\$6,200,000	\$14,925,000	\$1,850,000	\$8,425,000	\$7,625,000	\$7,100,000	\$5,100,000	\$68,625,000

- Notes:
- 1. Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.
  - 2. Excludes grading of each lot in conjunction with home construction, which will be provided by home builder.
  - 3. Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
  - 4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
  - 5. Includes subdivision infrastructure and civil/site engineering.
  - 6. Stormwater does not include grading associated with building pads.
  - 7. Estimates are based on 2020 cost.
  - 8. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
  - 9. CDD will enter into a Lighting Agreement with Duke Energy for the streetlight poles and lighting service. Includes only the cost of undergrounding.
  - 10. Estimates based on 2,752 lots.
  - 11. The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).



## 5





WESTSIDE HAINES  
CITY CDD

HAINES CITY, FL

SEAL

### KEY PLAN

SCALE NORTH

NORTH PROJECT - 20' x 95' Townhomes			
Building Type	# Buildings	# Units Per Building	Total Units
4 Unit	7	4	28
6 Unit	38	6	228
8 Unit	27	8	216
<b>Total</b>	72		472

SOUTH PROJECT - 20' x 95' Townhomes			
Building Type	# Buildings	# Units Per Building	Total Units
4 Unit	4	4	16
6 Unit	32	6	192
8 Unit	33	8	264
Total	69		472

NO.	DATE	BY	DESCRIPTION
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REVISIONS

DRAWN BY

APPROVED

CHECKED BY \_\_\_\_\_

DATE 03/22/21

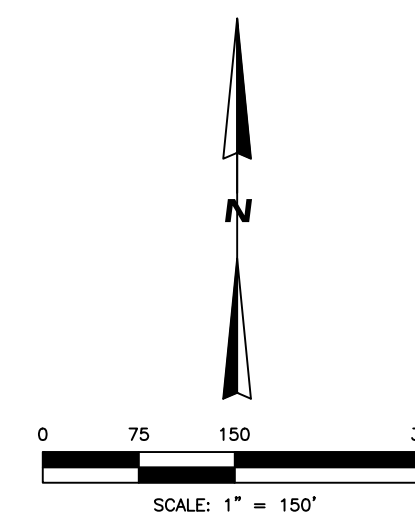
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BRENTWOOD






PROJECT NO.	50137547
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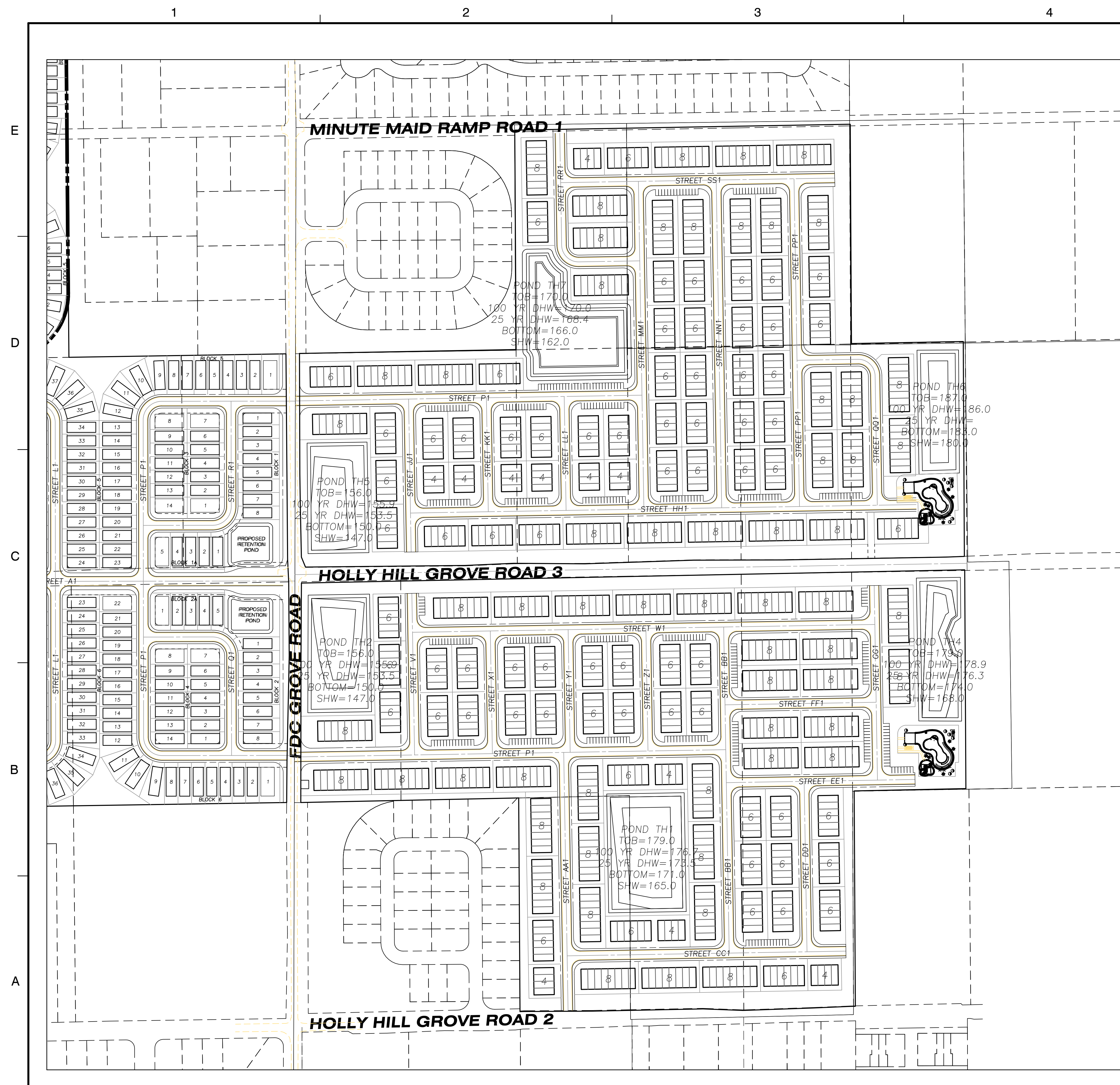
2 OF 4

SHEET NO.



### LEGEND

	SWFWMD WETLAND LINE
	WETLAND CONSERVATION AREA SETBACK LINE (BUFFER WIDTH VARIES)
	TYPICAL 50' WIDE (MINIMUM) LOT PAD
	TYPICAL 40' WIDE (MINIMUM) LOT PAD
	PHASE LINE







WESTSIDE HAINES  
CITY CDD  
HAINES CITY, FL

SEAL

### KEY PLAN

SCALE NORTH

[illegible]

NO.	DATE	BY	DESCRIPTION
REVISIONS			

## REVISIONS

DRAWN BY MJB

APPROVED BY RM

CHECKED BY RM

DATE 03/22/21

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TITLE \_\_\_\_\_

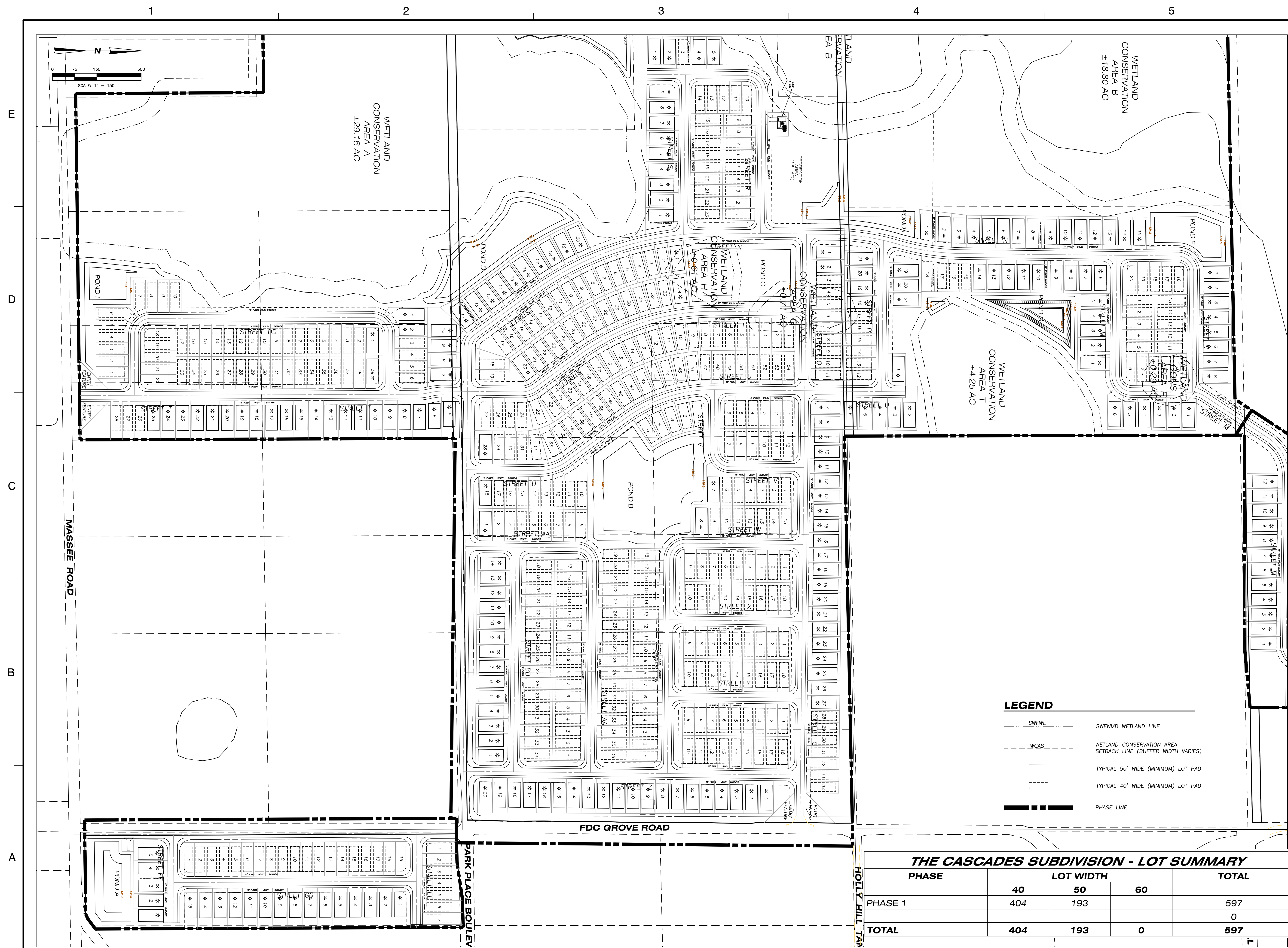
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CASCADES PHASE 1

PROJECT NO.	50137547
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3 OF 4

SHEET NO.







WESTSIDE HAINES  
CITY CDD

HAINES CITY, FL

SEAL

### KEY PLAN

SCALE NORTH

[illegible]

NO.	DATE	BY	DESCRIPTION
REVISIONS			

## REVISIONS

DRAWN BY MJB

APPROVED BY RM

CHECKED BY RM

DATE 03/22/21

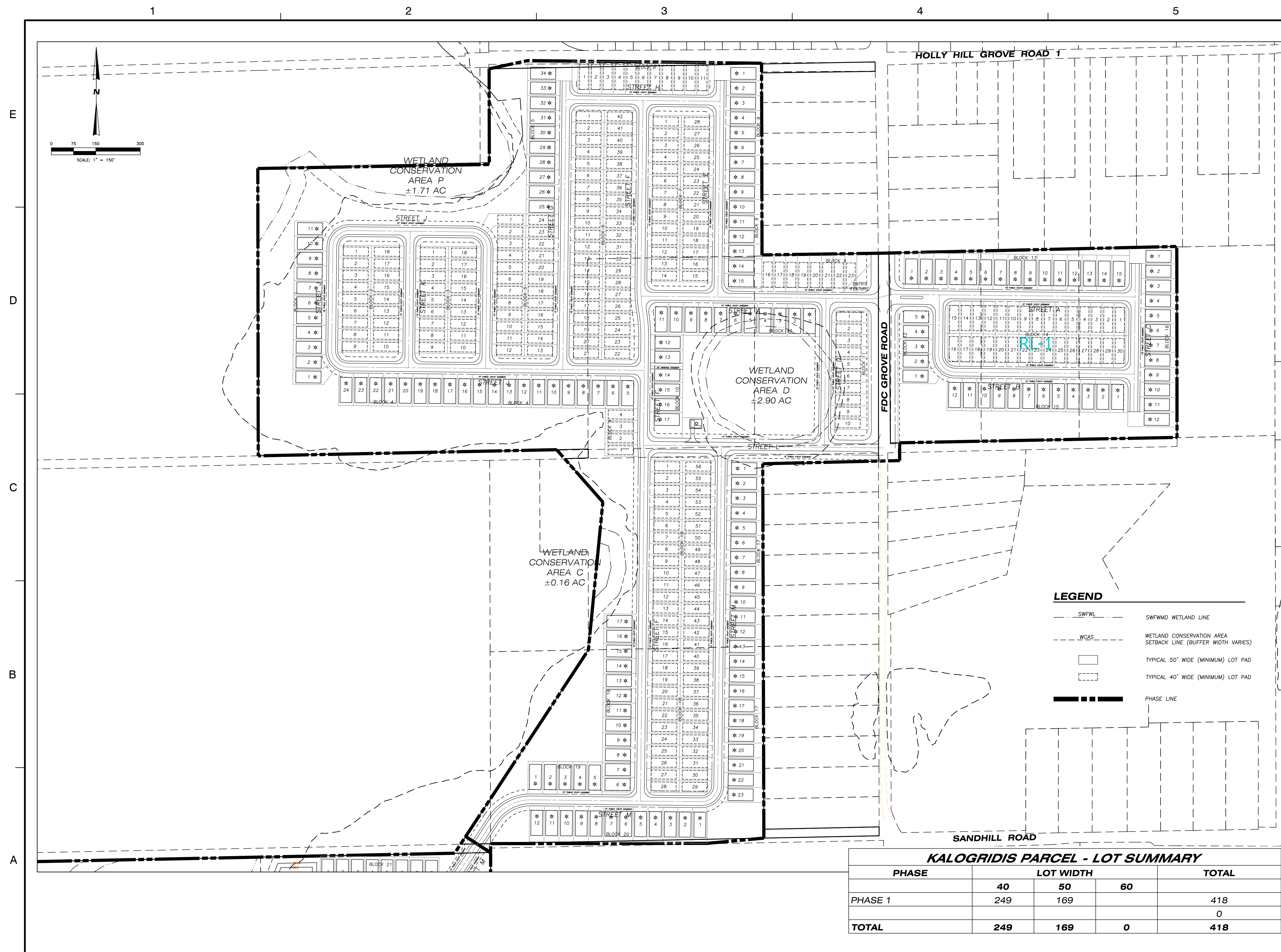
TITEL

CASCADES PHASES  
2 & 3

PROJECT NO. 50137547

4 OF 4

SHEET NO.



KALOGRIDIS PARCEL - LOT SUMMARY				
PHASE	LOT WIDTH			TOTAL
	40	50	60	
PHASE 1	249	169		418
				0
<b>TOTAL</b>	<b>249</b>	<b>169</b>	<b>0</b>	<b>418</b>

## SECTION 2

**AGREEMENT BY AND BETWEEN THE WESTSIDE HAINES CITY COMMUNITY  
DEVELOPMENT DISTRICT AND GLK REAL ESTATE, LLC,  
REGARDING THE ACQUISITION OF WORK PRODUCT,  
IMPROVEMENTS, AND REAL PROPERTY**

**(ASSESSMENT AREA ONE BONDS)**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 19<sup>th</sup> day of July 2021, by and between:

**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Haines City, 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 of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (the “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 *Westside Haines City Community Development District Engineer’s Report*, dated March 29, 2021 (the “Engineer’s Report”), attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, the Landowner is the owner and the developer of certain lands located within the boundaries of the District known as Brentwood Phase 1, Cascades Phase 1A and 1B and Cascades Phase 2 in the Engineer’s Report and further described in **Exhibit B** (“Assessment Area One”), within which a portion of the District Improvements will be located (the “Assessment Area One Project”); and

**WHEREAS**, the District intends to finance all or a portion of the Improvements through the anticipated issuance of its Westside Haines City Community Development District Special Assessment Bonds, Series 2021 (Assessment Area One Project) (the “Assessment Area One Bonds”); and

**WHEREAS**, because the Assessment Area One 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 District lands including the lands encompassing the Assessment Area One 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 Assessment Area One 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 Assessment Area One 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 Assessment Area One 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 Assessment Area One 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 Section 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 Assessment Area One 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, or any other owner of lands within Assessment Area, and acquired by the District in connection with the acquisition or construction 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 or cause to be conveyed 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 Assessment Area One Bonds ("Prior Acquisitions"). The District agrees to pursue the issuance of the Assessment Area One Bonds in good faith and, within thirty (30) days from the issuance of such Assessment Area One 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 Assessment Area One 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 Haines City, Polk County 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 Assessment Area One Bonds acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Assessment Area One 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:

- |           |                     |   |
|-----------|---------------------|---|
| <b>A.</b> | If to the District: | Westside Haines City<br>Community Development District<br>219 East Livingston Street<br>Orlando, Florida 32801<br>Attn: District Manager    |
|           | With a copy to:     | Hopping Green & Sams, P.A.<br>119 South Monroe Street, Suite 300<br>Post Office Box 6526<br>Tallahassee, Florida 32314<br>Attn: Roy Van Wyk |
| <b>B.</b> | If to Landowner:    | GLK Real Estate, LLC<br>346 East Central Avenue<br>Winter Haven, Florida 33880<br>Attn: Gary Price  |

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 Assessment Area One 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 Assessment Area One Bonds, on behalf of the owners of the Assessment Area One 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 Assessment Area One 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 Assessment Area One Bonds then outstanding. Such consent shall not be required in the event of a sale of the majority of the Assessment Area One 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 Assessment Area One 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 left intentionally blank]*

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

ATTEST:

**WESTSIDE HAINES CITY  
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]

\_\_\_\_\_  
Gary Price, Manager

**Exhibit A:**     *Westside Haines City Community Development District Engineer's Report*, dated March 29, 2021

**Exhibit B:**     Legal Description of Assessment Area One

## **EXHIBIT A – ENGINEER’S REPORT**



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# **Westside Haines City Community Development District**

**Engineer's Report**

March 29, 2021

**SUBMITTED BY:**

**Dewberry Engineers Inc.**  
800 North Magnolia Avenue  
Suite 1000  
Orlando, Florida 32803  
407-843-5120

# TABLE OF CONTENTS

<b>Introduction.....</b>	<b>2</b>
<b>Purpose and Scope .....</b>	<b>4</b>
<b>The Development .....</b>	<b>4</b>
<b>Capital Improvements .....</b>	<b>4</b>
Stormwater Management Facilities .....	5
Public Roadways .....	5
Water and Wastewater Facilities .....	6
Off-Site Improvements .....	6
Amenities and Parks .....	6
Electric Utilities and Lighting .....	6
Entry Features.....	6
Miscellaneous.....	7
Permitting .....	7
<b>Recommendation.....</b>	<b>8</b>
<b>Report Modification .....</b>	<b>8</b>
<b>Summary and Conclusion .....</b>	<b>8</b>
<b>Engineer's Certification .....</b>	<b>8</b>
<b>List of Exhibits</b>	
Aerial Location Map .....	Exhibit 1
Legal Description .....	Exhibit 2
District Boundary Map .....	Exhibit 3
Land Use Map .....	Exhibit 4
Zoning Map .....	Exhibit 5
Utility Location Map and Drainage Flow Pattern Map.....	Exhibit 6
Summary of Opinion of Probable Cost .....	Exhibit 7
Summary of District Facilities.....	Exhibit 8
Overall Site Plan .....	Exhibit 9

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.



# Westside Haines City Community Development District

## INTRODUCTION

The Westside Haines City Community Development District (the "District" or "CDD") is located on the west side of US Highway 27 (SR 25) from the Minute Maid Ramp Road, south crossing Holly Hill Grove Road 1, 2, and 3 to the southern boundary of Massee Road. The District also crosses Holly Hill Tank Road to the west of FDC Grove Road. The District is located with the city limits of Haines City, Florida ("City") and the unincorporated area of Polk County ("County"). The District currently contains approximately 613.43 acres and is expected to consist of 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages.

The CDD was established under County Ordinance No. \_\_\_\_\_, which was approved by the Polk County Commission or City of Haines City on March 17, 2021, and became effective on \_\_\_\_\_. The District will own and operate the public roadways, utilities systems, and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

The Master Developer ("Developer") GLK Real Estate LLC is based in Winter Haven, Florida. The Development is approved as a Planned Development (PD) for Residential Units and is divided into three (3) villages: Brentwood, Cascades, and Wynnstone. A land use summary is presented in Table 1.

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, county, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development, an overall estimate of the probable cost of the public improvements are provided in Exhibit 7 of this report.

The Capital Improvement Plan ("CIP" or this "Engineer's 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 any modifications will not diminish the benefits to 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 a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

TABLE 1	AREA
Master Stormwater System	49.14
Residential Land (Single-Family and Townhomes Lots)	240.91
Roadways Infrastructure & Public Facilities	95.29
Lakes	5.09
Amenity Center	2.09
Open Space/Conservation Areas/Parks	220.91
<b>TOTAL</b>	<b>613.43</b>

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TABLE 2 PHASING SUMMARY		
PHASE	NO. UNITS	AREA(AC)
Cascades 1	597	
Cascades 2	74	
Cascades 3	344	
Brentwood 1	226	
Brentwood 2	124	
Brentwood 3	122	
Brentwood 4	224	
Brentwood 5	248	
Wynnstone 1	305	
Wynnstone 2	284	
Wynnstone 3	204	
Amenity/Recreational Parcel		
Infrastructure Roadways		
Ponds/Lake/Stormwater Conservation/Open space		
<b>TOTAL – Westside Haines City CDD</b>	<b>2,752</b>	<b>613.43</b>

TABLE 3 LOT TYPES			
PHASE	LOT TYPE	UNITS	AREA (AC)
<b>Cascades 1</b>	40-ft Lots	404	
	50-ft Lots	193	
<b>Cascades 2</b>	40-ft Lots	30	
	50-ft Lots	44	
<b>Cascades 3</b>	40-ft Lots	219	
	50-ft Lots	125	
<b>Brentwood 1</b>	Townhomes	226	
<b>Brentwood 2</b>	Townhomes	124	
<b>Brentwood 3</b>	Townhomes	122	
<b>Brentwood 4</b>	Townhomes	224	
<b>Brentwood 5</b>	Townhomes	248	
<b>Wynnstone 1</b>	40-ft Lots	273	
	50-ft Lots	32	
<b>Wynnwood Phase 2</b>	40-ft Lots	1	
	50-ft Lots	283	
<b>Wynnwood Phase 3</b>	40-ft Lots	204	
<b>TOTAL LOTS IN THE DISTRICT</b>		<b>2,752</b>	<b>613.43</b>

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 the 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.

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All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will be dedicated to the County or the City for ownership and maintenance upon completion. The southeastern 46 lots in Cascades Phase 1 will have a private lift station maintained by the CDD and will connect to Haines City's water and sewer service.

## PURPOSE AND SCOPE

The purpose of this report is to provide engineering support for the funding of the proposed improvements within the District. This report will identify the proposed public infrastructure to be constructed or acquired by the District along with an Opinion of Probable Construction Costs. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

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 to prepare this Engineer's Report.

## THE DEVELOPMENT

The development will consist of a total of 2,752 residential units and associated infrastructure. The development is a planned residential community located West of US Highway 27 (SR 25) and consisting of 613.43 acres from the northern boundary around Minute Main Ramp Road 1 and extending south to the southern boundary located around Mossee Road. The District is located within Polk County and the City of Haines City. The land use for the District is planned unit development. The development is zoned RL-1, RL-2, RL-3, and RM within the city limits and zoned RMX and ECX within the unincorporated area of Polk County. The development will be constructed in three (3) villages and have up to eleven (11) phases.

## CAPITAL IMPROVEMENTS

The CIP consists of public infrastructure in each village and each phase of said village. The primary portions of the CIP will provide for stormwater pond construction, roadways built to an urban roadway typical section, water, and sewer facilities including three (3) lift stations and one (1) regional lift station, and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP that will outfall into the various on-site stormwater 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 as well as the 4 (four) lift stations serving the project. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District. Installation of streetlights and power within the public rights-of-way or easements will be funded by the District.

As a part of the recreational component of the CIP, there are various amenity centers within the development and specifically for each of the villages of the development. There are four (4) amenity centers: one (1) in the Village of Cascades, one (1) in Wynnstone, and two (2) within Brentwood. The total area of the amenity and recreational parcels is 12.89 acres. There will be conservation areas as well that can serve as passive parks within the various villages and the

development that are available to the public for utilization of the facilities. The amenity centers and recreational areas will have connectivity via sidewalks to the other portions of the District. The amenity centers and recreational areas will be accessed by the public roadways and sidewalks.

## **CAPITAL IMPROVEMENT PLAN COMPONENTS**

The CIP for the District includes the following:

### **Stormwater Management Facilities**

Stormwater Management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater treatment systems are regulated by the city, the county, and SWFWMD. There are various conservation areas throughout the District and will be preserved in the existing condition and these will accept stormwater discharges from our ponds as shown on Exhibit 6.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C0225G, effective date December 22, 2016, demonstrates that the property is located within Flood Zones X, A, and AE. Based on this information and the site topography, it appears that 100-year compensation will be done in areas where we will impact existing depressions throughout the development and the 100-year flood volumes will be compensated as it is required by the city, county, and FEMA.

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 the FDEP as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting as required by the National Pollutant Discharge Elimination System (NPDES) General Permit with erosion control, its maintenance, and any rainfall events that occur during construction activity.

### **Public Roadways**

The proposed public roadway sections include a 24-foot wide roadway consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base and asphalt type roadway wearing surface. The proposed curb is to be 2-feet 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.

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 drinking water system inclusive of water main, gate valves, fire hydrants, and appurtenances will be installed for the District. The water service provider will be Polk County Public Utilities. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within

the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to 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 a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Laterals will branch off from these sewer lines to serve the individual lots. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main that will interconnect three (3) lift stations and all discharge to a master lift station that will pump through a force main that will connect to the city water treatment facility located north of the development.

Polk County Public Utilities will provide the reclaimed water to be used for all irrigation within the CDD. The reclaimed water will be funded by the District and installed onsite within the roadways to provide for irrigation within the public right-of-way or any areas needing irrigation. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrances. The site construction activities associated with the CIP are anticipated to be completed by villages and phases based on the estimated schedule for each village and phase. The schedule is shown on Exhibit 7. Upon completion of each phase within each village, the improvements will be through the required inspections as well as final certifications of completions will be obtained from SWFWMD, Polk County Health Department (water distribution system), FDEP (wastewater collection), and the city/county.

### **Amenities and Parks**

The District will provide funding for an amenity center to include the following: parking areas, pavilion with public restroom facilities, pool, all-purpose playfields, and walking trails between the phases and villages to provide connectivity to the various amenity centers within the CDD. In addition, there will be public passive parks throughout the development, which will include benches and walking trails.

### **Electric Utilities and Lighting**

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund and construct the electric conduit, fund and construct the cost for the under-grounding of the electrical system, transformer/cabinet pads, and electric manholes required by Duke Energy (Duke). Electric facilities will be owned and maintained by Duke after the dedication, with Duke providing underground electrical service to the Development. The CDD presently intends to fund the cost to purchase and install the street lighting along the internal roadways within the CDD. These lights will be operated, and maintained by Duke after the completion, with the District funding maintenance costs.

### **Entry Feature**

Landscaping, irrigation, entry features, and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use reclaimed water or an irrigation well. The well and irrigation water mains to the various phases of the development will be constructed and acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover, and trees for the internal roadways within the CDD. Perimeter fencing will be provided

at the site entrances and perimeters. These items will be funded, owned, and maintained by the CDD. It is noted that the City requires the walls as a buffer the development and thus will be funded together with the landscaping.

## Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report are being financed by the District to benefit 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/residential planned development.

## Permitting

Construction permits for all phases are required and include the SWFWMD ERP, Polk County Health Department, FDEP, and City construction plan approval.

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

Phase 1 – All Villages			
Permits/Approvals	Approval/Expected Date		
	Cascades Phase 1	Cascades Phase 2	Brentwood Townhomes Phase 1
Zoning Approval	Haines City RPUD expected 4/1/21	Haines City RPUD – N/A	N/A
Preliminary Plat	Haines City - 4/1/21	Haines City Preliminary Plat – N/A	N/A
SWFWMD ERP	Expected 04/15/2021	Expected – 5/15/2021	Expected – 4/30/2021
Construction Permits	Expected 4/15/2021	Expected – 5/15/2021	Expected – 4/30/2021
Polk County Health Department Water	Expected 4/30/2021	Expected – 5/30/2021	Expected – 5/15/2021
FDEP Sanitary Sewer General Permit	Expected 4/30/2021	Expected – 5/30/2021	Expected – 5/15/2021
FDEP NOI	Expected 4/30/2021	Expected – 5/30/2021	Expected – 5/15/2021

Other Phases and Villages	
Permits/Approvals	Approval/Expected Date
Zoning Approval	TBO
Preliminary Plat	TBO
SWFWMD ERP	TBO
Polk County Utilities Permits	TBO
Polk County Health Department General Water Distribution Permit	TBO
FDEP Sanitary Sewer General Permit	TBO
FDEP NOI – NPDES	TBO
City of Haines City Construction Permit	TBO

## RECOMMENDATION

As previously explained 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 or will be in accordance with the applicable requirements of the City, the County, and the SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation are 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 the proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD, Polk County, and the City regulations.

## REPORT MODIFICATION

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

## SUMMARY AND CONCLUSION

The improvements as outlined are necessary for the functional development of the Project. The Project is being designed in accordance with current government regulatory requirements. The Project will serve its intended function provided the construction is in substantial compliance with the design. Items of construction for the Project are based upon current development plans.


## ENGINEER'S CERTIFICATION

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 and the value is at least the same as the costs for said improvements. It is noted that all financed property improvements will be located on district owned lands that is or will be at the time of conveyance to the district or subject to a permanent easement in favor of the district or another public governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the county and city. 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.

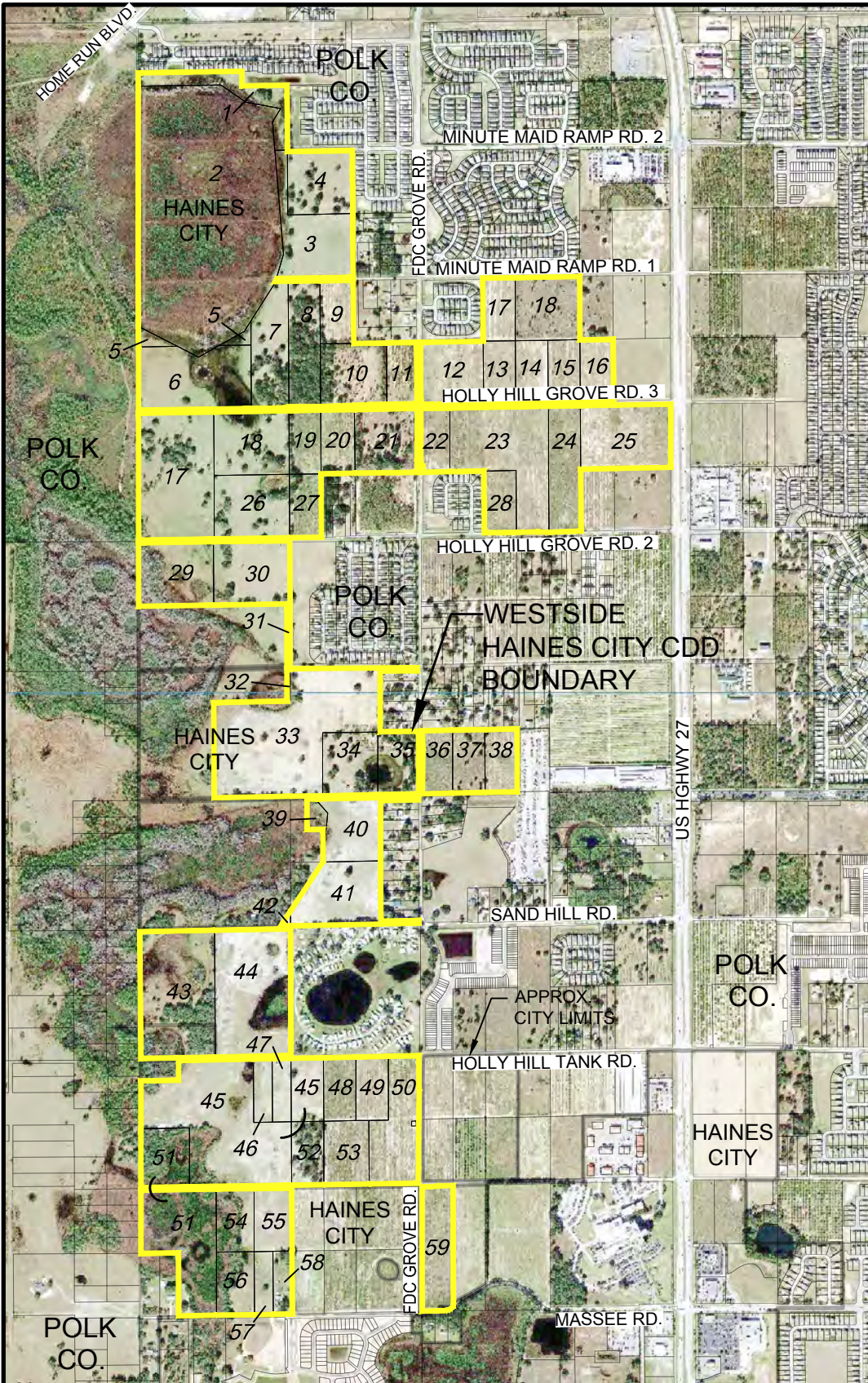
Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the CUP improvements cannot be constructed at the cost described in this report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

I hereby certify that the foregoing is a true and correct copy of the engineer's report for the Westside Haines City Community Development District.

A handwritten signature in blue ink, appearing to read 'RM', is written over a horizontal line.

Reinardo Malavé, P.E.  
Florida License No. 31588





ID NO.	COUNTY PARCEL ID
1	272619705000030012
2	272619705000030171
3	272619705000030201
4	272619705000030210
5	272619704500040011
6	272619704500040141
7	272619704500040041
8	272619705000040050
9	272619705000040060
10	272619705000040101
11	272619705000040090
12	272619705000020150
13	272619705000020140
14	272619705000020130
15	272619705000020120
16	272619705000020110
17	272619705000040170
18	272619705000040190
19	272619705000040210
20	272619705000040220
21	272619705000040230
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23	272619705000020180
24	272619705000020210
25	272619705000020220
26	272619705000040290
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28	272619705000020300
29	272630708000030010
30	272630708000030030
31	272630708000030132
32	272630708000030202
33	272630708000030191
34	272630708000030261
35	272630708000030250
36	272630708000010320
37	272630708000010310
38	272630708000010300
39	272630707500040053
40	272630707500040051
41	272630708000040097
42	272630708000040131
43	272630708000040170
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46	272631708500030041
47	272631708500030042
48	272631708500030060
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53	272631708500030101
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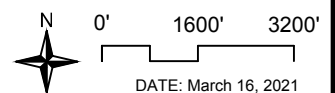
#### LEGEND

- WESTSIDE HAINES CITY CDD
- PARCELS

SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 1 - LOCATION MAP WESTSIDE HAINES CITY CDD

APPROX. CDD BOUNDARY  
AREA - 621.8± AC.





## LEGAL DESCRIPTIONS:

### THORNHILL PARCELS

#### PARCEL 1

**DESCRIPTION:** A PORTION OF TRACTS 11, 12, 13, 14, 15, & 16 AND ALL OF TRACTS 3, 4 & 5, OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 5; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 5, S.00°18'53"E., A DISTANCE OF 648.05 FEET TO THE NORTH BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID NORTH BOUNDARY, N.88°58'16"E., A DISTANCE OF 330.50 FEET TO THE EAST BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID EAST BOUNDARY, S.00°17'48"E., A DISTANCE OF 634.97 FEET TO A POINT ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILLY GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES: 1) S.87°53'35"W., A DISTANCE OF 53.92 FEET; 2) S.89°00'18"W., A DISTANCE OF 481.38 FEET; 3) S.89°49'34"W., A DISTANCE OF 265.87 FEET; 4) S.88°05'52"W., A DISTANCE OF 320.84 FEET; 5) N.89°37'21"W., A DISTANCE OF 210.35 FEET; 6) S.87°28'16"W., A DISTANCE OF 143.50 FEET; 7) S.89°25'55"W., A DISTANCE OF 472.21 FEET; 8) N.22°16'58"W., A DISTANCE OF 31.89 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: 1) N.01°14'03"W., A DISTANCE OF 140.55 FEET; 2) N.00°55'37"W., A DISTANCE OF 104.29 FEET; 3) N.00°08'51"W., A DISTANCE OF 326.27 FEET 4) N.00°11'29"W., A DISTANCE OF 30.58 FEET TO THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY OF CAMBRIA, AS RECORDED IN PLAT BOOK 159, PAGES 26 THROUGH 27, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH AND EAST BOUNDARIES, RESPECTIVELY, OF SAID CAMBRIA, THE FOLLOWING TWO (2) COURSES: 1) N.88°58'16"E., A DISTANCE OF 640.37 FEET; 2) N.00°21'17"W., A DISTANCE OF 648.36 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF AN UNNAMED ROAD, (ALSO KNOWN AS MINUTE MAID RAMP ROAD 1); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°59'20"E., A DISTANCE OF 991.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.322 ACRES, MORE OR LESS.

#### TOGETHER WITH

#### PARCEL 2

**DESCRIPTION:** A PORTION OF TRACTS 17, 28, 29, & 30 AND ALL OF TRACTS 18, 19, 20, 21, & 22, OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH EAST CORNER OF SAID TRACT 28, RUN THENCE ALONG THE EAST BOUNDARY THEREOF, S.00°18'30"E., A DISTANCE OF 636.29 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILL GROVE ROAD 2, PER MAP BOOK 22, PAGES 1 THROUGH 7, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) S.88°40'49"W., A DISTANCE OF 13.76 FEET; 2) S.87°34'32"W., A DISTANCE OF 110.73 FEET; 3) S.87°59'33"W., A DISTANCE OF 207.44 FEET; 4) N.87°51'09"W., A DISTANCE OF 118.81 FEET; 5) S.88°50'51"W., A DISTANCE OF 326.26 FEET; 6) S.89°40'20"W., A DISTANCE OF 202.13 FEET; 7) S.88°29'07"W., A DISTANCE OF 12.51 FEET TO THE SOUTHEAST CORNER OF COUNTRY WALK ESTATES, AS RECORDED IN PLAT BOOK 155, PAGES 37 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST AND NORTH BOUNDARIES, RESPECTIVELY, OF SAID COUNTRY WALK ESTATES THE FOLLOWING TWO (2) COURSES: 1) N.00°21'09"W., A DISTANCE OF 631.43 FEET; 2) S.88°48'08"W., A DISTANCE OF 644.25 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) N.00°04'22"E., A DISTANCE OF 436.25 FEET; 2) N.00°21'14"E., A DISTANCE OF 212.17 FEET TO A POINT ON SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILLY GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°51'21"E., A DISTANCE OF 1960.98 FEET TO A POINT ON THE EAST BOUNDARY OF AFORESAID TRACT 22; THENCE ALONG SAID EAST BOUNDARY S.00°18'53"E., A DISTANCE OF 646.48 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 22; THENCE ALONG SAID SOUTH BOUNDARY, S.88°48'08"W., A DISTANCE OF 330.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.668 ACRES, MORE OR LESS.



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

EXHIBIT 2  
LEGAL DESCRIPTIONS  
WESTSIDE HAINES CITY CDD

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	1

## LEGAL DESCRIPTIONS:

### **CASCADES PARCELS**

#### **PARCEL A**

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 31, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 AND PROCEED S 89° 18'58" W, ALONG THE SOUTH LINE OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31, A DISTANCE OF 1323.58 FEET TO A FOUND CONCRETE MONUMENT 4" X 4" (NO ID) MARKING THE SOUTHEAST CORNER OF THE SW  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31; THENCE N 00°43'21" W, A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 ALSO BEING ON THE NORTH PLATTED RIGHT OF WAY LINE OF MASSEE ROAD AND THE POINT OF BEGINNING; THENCE S 89°16'39" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1170.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 31; THENCE N 00°21'45" W, ALONG THE WEST BOUNDARY OF SAID TRACT 31, A DISTANCE OF 635.42 FEET TO THE NORTHWEST CORNER OF SAID TRACT 31 ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT 17; THENCE S 89°15'20" W, ALONG THE SOUTH BOUNDARY OF SAID TRACT 17, A DISTANCE OF 374.86 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 17; THENCE N 00°19'09" W, ALONG THE WEST BOUNDARY OF SAID TRACT 17, A DISTANCE OF 620.25 FEET TO THE NORTHWEST CORNER OF SAID TRACT 17 AND A POINT ON THE SOUTH PLATTED RIGHT OF WAY LINE OF A 30.00 FOOT UNAMED ROAD; THENCE N 89°02'49" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1548.04 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°14'28" E, ALONG THE EAST BOUNDARY OF SAID TRACT 20 AND 29, A DISTANCE OF 1261.78 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 1,708,918 SQUARE FEET, OR 39.23 ACRES, MORE OR LESS.

#### **PARCEL B**

A PORTION OF TRACTS 17 AND 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 31, A DISTANCE OF 15.00 FEET; THENCE N 89°19'17" E, A DISTANCE OF 15.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED ROAD AND THE POINT OF BEGINNING; THENCE N 00°16'11" W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1255.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PARK PLACE BOULEVARD AS PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 19, PAGE 66; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING THREE (3) COURSES; (1) N 88°37'04" E, A DISTANCE OF 95.17 FEET; (2) N 81°41'25" E, A DISTANCE OF 121.29 FEET; (3) N 87°59'06" E, A DISTANCE OF 100.77 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S 00°16'03" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1243.27 FEET TO A POINT OF THE NORTHERLY RIGHT OF WAY LINE OF POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 14, PAGE 45 THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES; (1) S 53°51'52" W, A DISTANCE OF 16.13 FEET; (2) S 53°02'11" W, A DISTANCE OF 27.27 FEET; (3) S 65°06'06" W, A DISTANCE OF 16.68 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED RIGHT OF WAY; THENCE, ALONG SAID NORTH RIGHT OF WAY LINE, S 89°19'17" W, A DISTANCE OF 265.83 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 399,109 SQUARE FEET, OR 9.16 ACRES, MORE OR LESS.

P:\20-0041 GLX\Water\DWG\ Preliminary\WESTSIDE HAINES CITY CDD\WESTSIDE CDD - EXH-2 (2).dwg Heather Wertz Feb 18, 2021 - 4:46pm



**ABSOLUTE  
ENGINEERING, INC.**

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

### **EXHIBIT 2 LEGAL DESCRIPTIONS WESTSIDE HAINES CITY CDD**

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	2

## LEGAL DESCRIPTIONS:

### PARCEL C

A PORTION OF TRACTS 1 THROUGH 16, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 31, A DISTANCE OF 1308.22 FEET; THENCE S 89°15'46" W, A DISTANCE OF 32.12 FEET TO A POINT OF INTERSECTION OF NORTH 30.00 FOOT PLATTED RIGHT OF WAY AND THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 89°15'46" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1291.75 FEET; THENCE S 89°02'19" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1547.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 16; THENCE N 00°19'20" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 1 AND 16, A DISTANCE OF 1285.53 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1 SAID NORTHWEST CORNER LYING 15.00 FEET SOUTH AND 15.00 FEET EAST OF THE NORTHWEST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE N 88°48'00" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 1 THROUGH 4, A DISTANCE OF 1548.12 FEET; THENCE N 88°50'05" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 5 THROUGH 8, A DISTANCE OF 1309.25 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY MAINTAINED RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THIRTEEN (13) COURSES (1) S 00°16'04" E, A DISTANCE OF 52.50 FEET; (2) S 01°12'54" W, A DISTANCE OF 101.55 FEET; (3) S 00°02'35" E, A DISTANCE OF 168.91 FEET; (4) S 07°21'12" E, A DISTANCE OF 26.80 FEET; (5) S 01°16'36" W, A DISTANCE OF 197.08 FEET; (6) S 00°36'22" E, A DISTANCE OF 84.70 FEET; (7) S 00°13'16" W, A DISTANCE OF 102.33 FEET; (8) S 01°26'47" W, A DISTANCE OF 102.68 FEET; (9) S 00°21'34" W, A DISTANCE OF 104.81 FEET; (10) S 00°58'11" W, A DISTANCE OF 101.55 FEET; (11) S 00°24'40" E, A DISTANCE OF 105.34 FEET; (12) S 01°49'51" W, A DISTANCE OF 135.10 FEET; (13) S 00°30'33" W, A DISTANCE OF 19.05 FEET;

TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 3,683,359 SQUARE FEET, OR 84.56 ACRES, MORE OR LESS.

### PARCEL D

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SW  $\frac{1}{4}$  OF SAID SECTION 30 AND PROCEED N 88°48'00" E, ALONG THE SOUTH BOUNDARY OF THE SW  $\frac{1}{4}$  OF SAID SECTION 30, A DISTANCE OF 15.00 FEET; THENCE N 00°12'41" W, 15.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 32 AND THE POINT OF BEGINNING; THENCE N 00°06'26" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1294.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD AND THE NORTHWEST CORNER OF SAID TRACT 17; THENCE N 88°51'21" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 17 THROUGH 20, A DISTANCE OF 1547.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°08'32" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 20 AND 29, A DISTANCE OF 1292.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 AND A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE; THENCE S 88°48'00" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 29 THROUGH 32, A DISTANCE OF 1548.12 FEET;

TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 2,001,318 SQUARE FEET, OR 45.94 ACRES, MORE OR LESS.



**ABSOLUTE  
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C.A. NO. 28358 TAMPA, FLORIDA 33602

## EXHIBIT 2 LEGAL DESCRIPTIONS WESTSIDE HAINES CITY CDD

SEC TWP RGE  
30-26S-27E

JOB NUMBER  
20-0041-0003

DRAWN BY  
ROA

DATE  
01-22-2021

SHEET  
3

## LEGAL DESCRIPTIONS:

### PARCEL E

A PORTION OF TRACTS 19 THROUGH 30 IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY AND A PORTION OF TRACTS 5 THROUGH 13 IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 30 AND PROCEED S 00°04'10" E, ALONG THE EAST BOUNDARY OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 30, A DISTANCE OF 42.32 FEET; THENCE S 88°41'01" W, A DISTANCE OF 16.04 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 88°41'01" W, A DISTANCE OF 390.47 FEET; THENCE S 00°10'11" E, A DISTANCE OF 1232.51 FEET; THENCE N 88°49'37" E, A DISTANCE OF 388.70 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°02'32" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE S 88°50'42" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 13 AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1411.55 FEET; THENCE N 33°21'44" E, A DISTANCE OF 183.55 FEET; THENCE N 33°19'35" E, A DISTANCE OF 600.67 FEET; THENCE N 05°35'09" E, A DISTANCE OF 501.02 FEET; THENCE N 41°26'25" W, A DISTANCE OF 195.12 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°16'32" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 79.88 FEET TO THE NORTHWEST CORNER OF SAID TRACT 6 AND THE SOUTHWEST CORNER OF VACATED 30.00 FOOT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3042, PAGE 1109 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N 00°06'50" W, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 27 AND THE NORTHWEST CORNER OF SAID VACATED 30.00 FOOT RIGHT OF WAY; THENCE S 88°49'34" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 28 THROUGH 30 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY, A DISTANCE OF 1112.83 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 30; THENCE N 00°05'19" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 19 AND 30, A DISTANCE OF 968.85 FEET; THENCE N 89°00'18" E, A DISTANCE OF 780.76 FEET TO A POINT ON THE EAST BOUNDARY OF SAID TRACT 20; THENCE N 00°06'28" W, ALONG THE EAST BOUNDARY OF SAID TRACT 20, A DISTANCE OF 322.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°58'52" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 21 THROUGH 24 AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1301.50 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 01°01'03" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 31.84 FEET; THENCE S 89°13'55" W, A DISTANCE OF 383.17 FEET; THENCE S 00°07'48" E, A DISTANCE OF 613.85 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 23; THENCE N 89°09'06" E, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 23 AND 24, A DISTANCE OF 392.58 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°01'28" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.85 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID VACATED 30.00 FOOT ROAD; THENCE S 00°05'26" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 59.98 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 3,147,981 SQUARE FEET, OR 72.27 ACRES, MORE OR LESS.

### PARCEL F

A PORTION OF TRACTS 30 THROUGH 32 OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 30 AND PROCEED N 00°06'45" E, ALONG THE WEST BOUNDARY OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 30, A DISTANCE OF 18.24 FEET; THENCE N 89°43'18" E, A DISTANCE OF 24.13 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE N 00°26'25" W, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.49 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT 32; THENCE N 88°41'30" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 970.79 FEET TO THE NORTHEAST CORNER OF SAID TRACT 30; THENCE S 00°04'16" E, ALONG THE EAST BOUNDARY OF SAID TRACT 30, A DISTANCE OF 643.81 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 30; THENCE S 88°53'02" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 966.59 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 621,952 SQUARE FEET, OR 14.28 ACRES, MORE OR LESS.



**ABSOLUTE  
ENGINEERING, INC.**

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

**EXHIBIT 2  
LEGAL DESCRIPTIONS  
WESTSIDE HAINES CITY CDD**

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	4

## LEGAL DESCRIPTIONS:

### WYNNSTONE PARCELS

A portion of land in the West 1/2 of Section 19 and the Northwest 1/4 of Section 30, Township 26 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

BEGIN at the Southwest corner of SUNSET RIDGE PHASE 2, according to the plat thereof, recorded in Plat Book 126, Pages 36 through 41, inclusive, of the Public Records of Polk County, Florida; thence along the Southerly boundary of said SUNSET RIDGE PHASE 2, the following three (3) courses: 1) N 89°10'03" E a distance of 1061.38 feet; 2) S 00°10'59" E a distance of 150.01 feet; 3) N 89°06'55" E a distance of 458.47 feet to the Northwest corner of PART 1 of NATURES PRESERVE PHASE 1, according to the plat thereof, recorded in Plat Book 162, Pages 47 through 49, inclusive, of the Public Records of Polk County, Florida; thence along said Westerly boundary and the Southerly extension thereof, S 00°20'04" E a distance of 675.94 feet; thence N 89°07'01" E a distance of 662.09 feet to the Northwest corner of PART 2, of said NATURES PRESERVE PHASE 1, thence along said Westerly boundary and the Southerly extension thereof, S 00°21'36" E a distance of 1292.86 feet; thence S 89°03'33" W a distance of 331.34 feet; thence S 00°20'54" E a distance of 1326.13 feet; thence S 89°06'36" W a distance of 331.55 feet; thence S 00°20'19" E a distance of 1325.84 feet; thence S 00°12'46" E a distance of 30.00 feet; thence S 00°05'13" E a distance of 645.14 feet; thence S 89°05'30" W a distance of 779.49 feet; thence N 00°06'38" E a distance of 676.07 feet; thence S 89°09'38" W a distance of 764.88 feet; thence N 00°03'41" W a distance of 2619.11 feet; thence N 00°04'02" W a distance of 30.01 feet; thence N 00°04'22" W a distance of 2122.10 feet to the POINT OF BEGINNING.

Altogether containing 613.43 acres M.O.L.

P:\20-0041 GLX\Master\DWG\ Preliminary\WESTSIDE HAINES CITY CDD\WESTSIDE CDD - EXH-2 (5).dwg Heather Wertz Feb 18, 2021 - 4:46pm

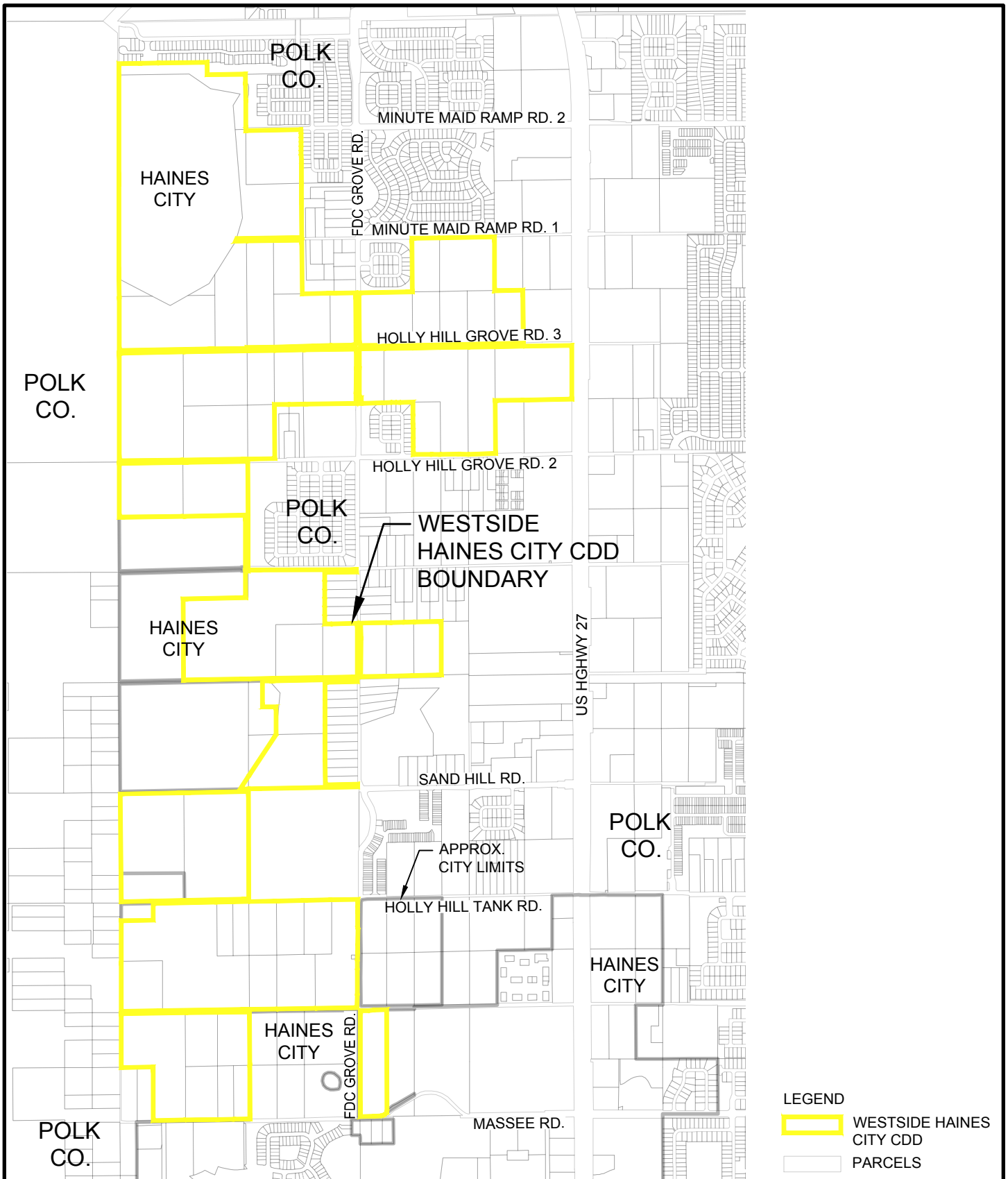


**ABSOLUTE  
ENGINEERING, INC.**

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

**EXHIBIT 2  
LEGAL DESCRIPTIONS  
WESTSIDE HAINES CITY CDD**

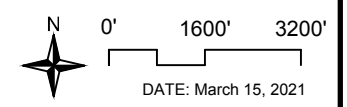
SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	5



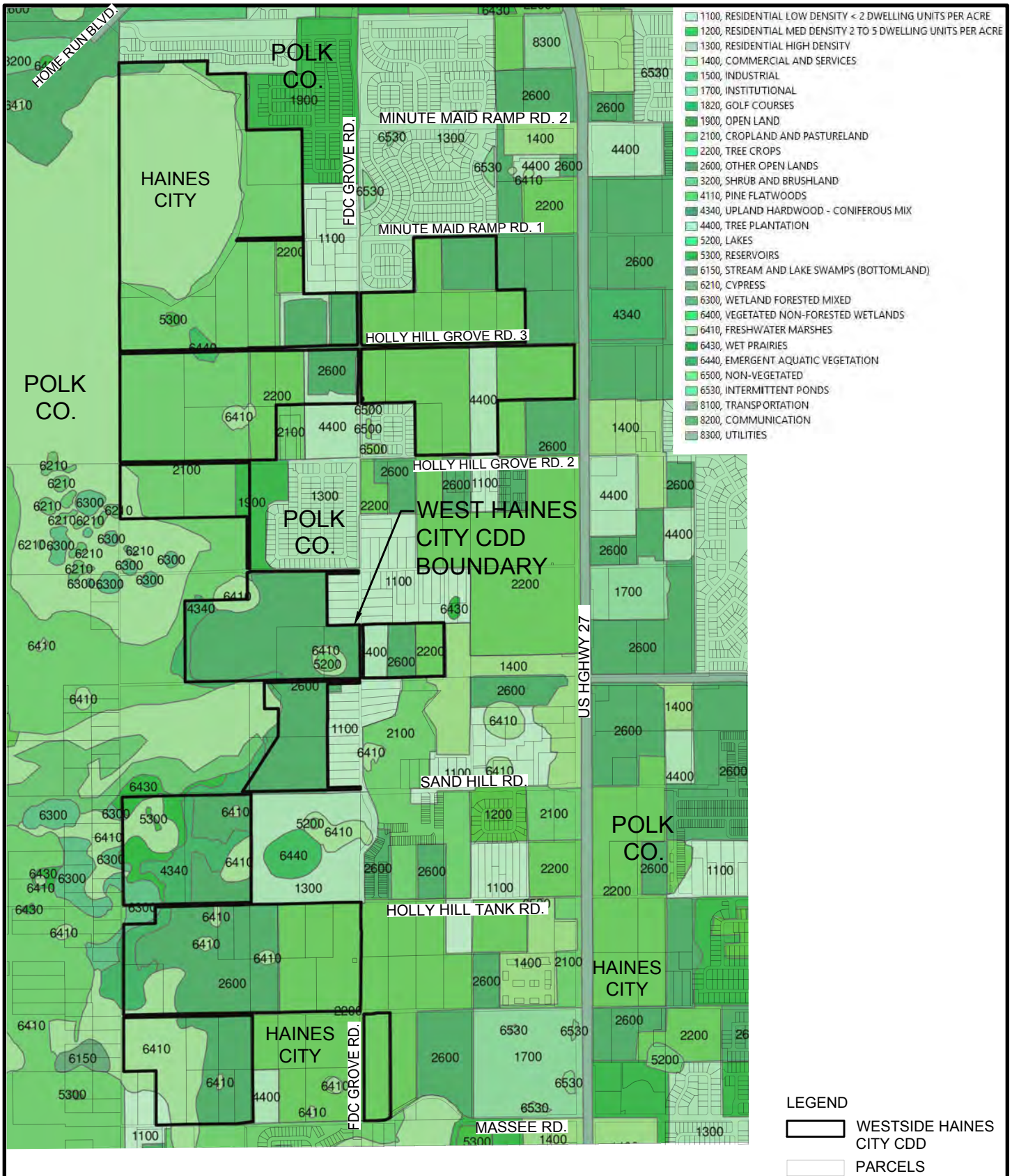
SECTS 19, 30 & 31,  
T26S, R27E

# **EXHIBIT 3 - BOUNDARY MAP WESTSIDE HAINES CITY CDD**

APPROX. CDD BOUNDARY  
AREA - 621.8± AC.

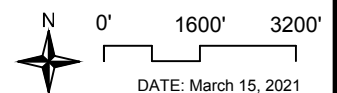




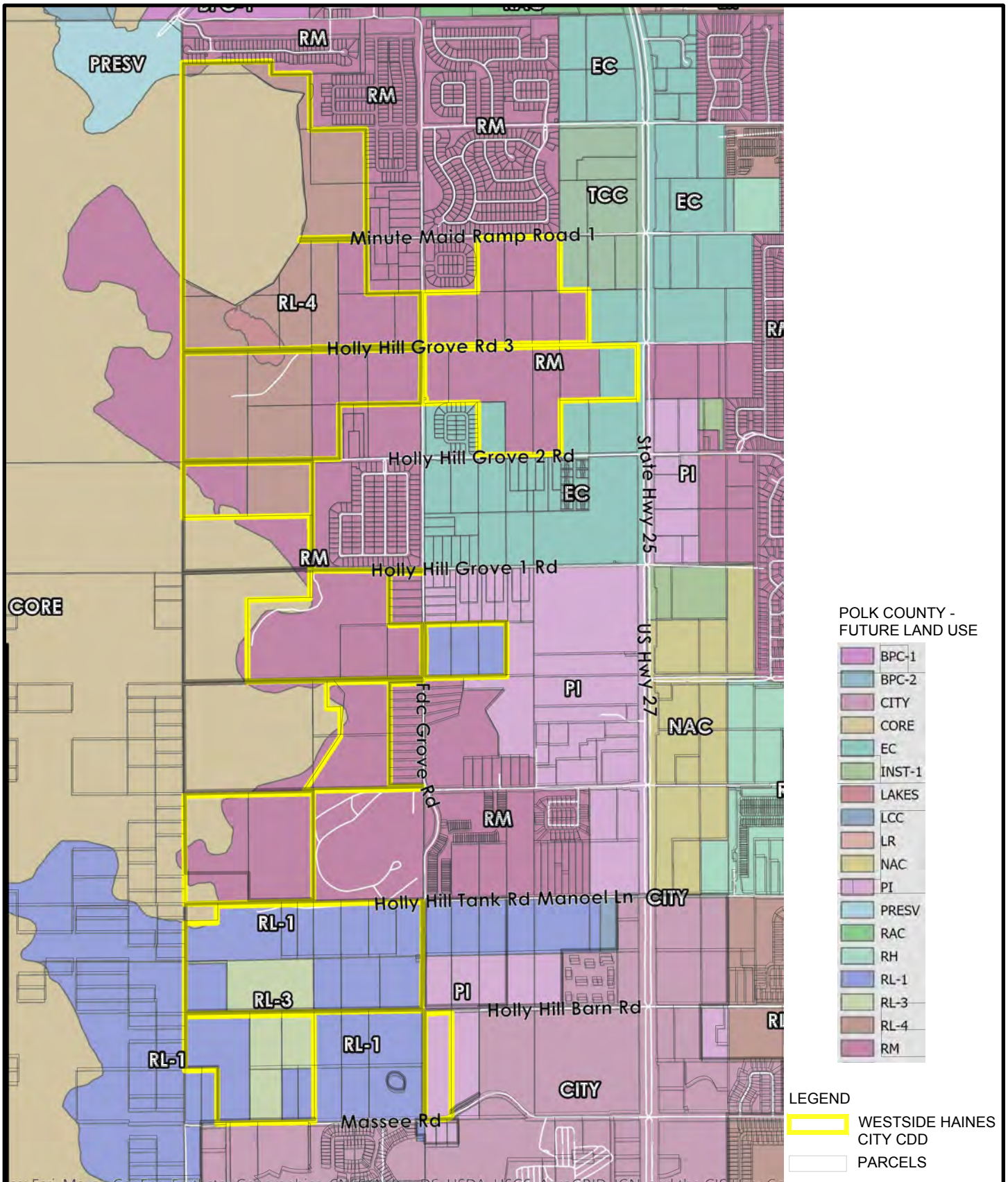


SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 4 - EXSITING LAND USE WESTSIDE HAINES CITY CDD



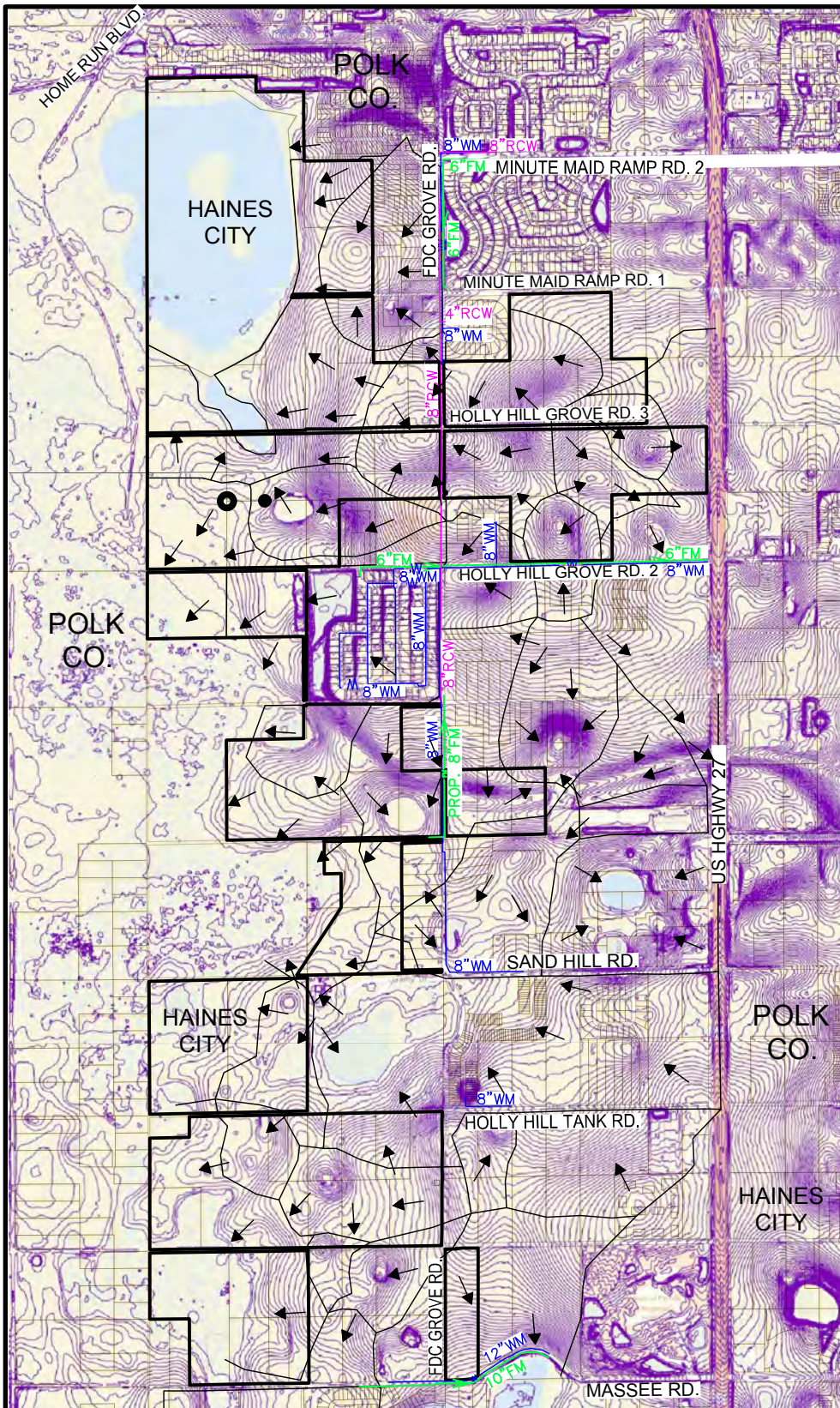




SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 5 - FUTURE LAND USE WESTSIDE HAINES CITY CDD












NOTE:  
CONTOUR INFORMATION PER POLK COUNTY LIDAR GIS DATABASE.

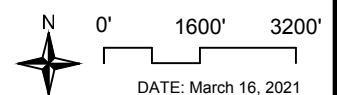
SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 6 - UTILITY LOCATION AND DRAINAGE MAP WESTSIDE HAINES CITY CDD



### LEGEND

-  WESTSIDE HAINES CITY CDD
-  PARCELS
-  DRAINAGE AREA LIMITS
-  DRAINAGE PATTERN
-  W — EXISTING WATER MAIN
-  FM — EXISTING FORCE MAIN
-  RCW — EXISTING RECLAIM MAIN



**Composite Exhibit 7**  
**Summary of Proposed District Facilities and Summary of Probable Cost**

<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	Polk County****	District Bonds	Polk County****
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	Polk County	District Bonds	Polk County

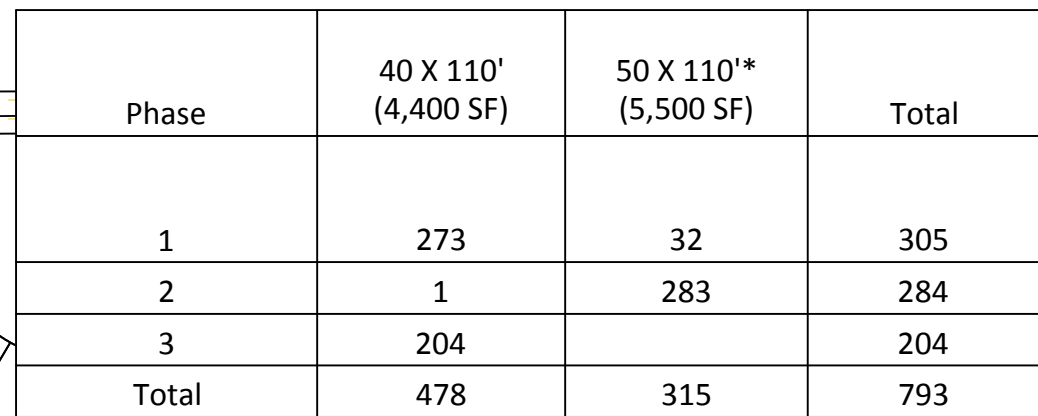
\*Costs not funded by bonds will be funded by the developer  
\*\* District will fund undergrounding of electrical conduit  
\*\*\*District will fund street lighting maintenance services  
\*\*\*\* Haines City will own and maintain the water and sewer infrastructure for the 46 lots in the Southeast corner of the District.

	Brentwood Townhomes					Cascades Single Family			Wynnstone Single Family			
Infrastructure	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 1	Phase 2	Phase 3	Phase 1	Phase 2	Phase 3	Total
	(226 Lots)	(124 Lots)	(122 Lots)	(224 Lots)	(248 Lots)	(597 Lots)	(74 Lots)	(344 Lots)	(305 Lots)	(284 Lots)	(204 Lots)	(2,752 Lots)
	2021-2023	2021-2023	2021-2023	2022-2025	2022-2025	2021-2024	2021-2024	2022-2025	2022-2025	2022-2025	2022-2025	-
Offsite Improvements <sup>(1)(5)(7)(11)</sup>	\$970,000	\$200,000	\$0	\$0	\$200,000	\$4,000,000	\$500,000	\$500,000	\$2,500,000	\$1,250,000	\$1,250,000	\$11,370,000
Stormwater Management <sup>(1)(2)(3)(5)(6)(7)</sup>	\$1,284,390	\$1,103,340	\$1,169,370	\$1,721,040	\$2,249,280	\$2,835,625	\$450,000	\$2,750,000	\$1,300,000	\$2,062,500	\$1,262,500	\$18,188,045
Utilities (Water, Sewer, & Street Lighting) <sup>(1)(5)(7)(9)(11)</sup>	\$1,169,820	\$1,004,920	\$1,065,060	\$1,567,520	\$2,048,640	\$2,731,250	\$450,000	\$2,750,000	\$1,265,000	\$2,012,500	\$1,012,500	\$17,077,210
Roadway <sup>(1)(4)(5)(7)</sup>	\$560,790	\$481,740	\$510,570	\$751,440	\$982,080	\$1,365,625	\$265,000	\$1,582,500	\$560,000	\$1,200,000	\$690,000	\$8,949,745
Entry Feature <sup>(1)(7)(8)911)</sup>	\$100,000	\$0	\$0	\$0	\$100,000	\$750,000	\$0	\$0	\$250,000	\$125,000	\$125,000	\$1,450,000
Parks and Amenities <sup>(1)(7)(11)</sup>	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,750,000	\$0	\$0	\$1,000,000	\$250,000	\$250,000	\$5,250,000
Contingency <sup>(11)</sup>	<u>\$565,000</u>	<u>\$310,000</u>	<u>\$305,000</u>	<u>\$560,000</u>	<u>\$620,000</u>	<u>\$1,492,500</u>	<u>\$185,000</u>	<u>\$842,500</u>	<u>\$750,000</u>	<u>\$200,000</u>	<u>\$510,000</u>	\$6,340,000
TOTAL	\$5,650,000	\$3,100,000	\$3,050,000	\$5,600,000	\$6,200,000	\$14,925,000	\$1,850,000	\$8,425,000	\$7,625,000	\$7,100,000	\$5,100,000	\$68,625,000

- Notes:
- 1. Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.
  - 2. Excludes grading of each lot in conjunction with home construction, which will be provided by home builder.
  - 3. Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
  - 4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
  - 5. Includes subdivision infrastructure and civil/site engineering.
  - 6. Stormwater does not include grading associated with building pads.
  - 7. Estimates are based on 2020 cost.
  - 8. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
  - 9. CDD will enter into a Lighting Agreement with Duke Energy for the streetlight poles and lighting service. Includes only the cost of undergrounding.
  - 10. Estimates based on 2,752 lots.
  - 11. The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).



## 5





WESTSIDE HAINES  
CITY CDD

HAINES CITY, FL

SEAL

## KEY PLAN

SCALE NORTH

NORTH PROJECT - 20' x 95' Townhomes			
Building Type	# Buildings	# Units Per Building	Total Units
4 Unit	7	4	28
6 Unit	38	6	228
8 Unit	27	8	216
Total	72		472

SOUTH PROJECT - 20' x 95' Townhomes			
Building Type	# Buildings	# Units Per Building	Total Units
4 Unit	4	4	16
6 Unit	32	6	192
8 Unit	33	8	264
<b>Total</b>	69		472

[illegible]

## REVISIONS

DRAWN BY MJB

APPROVED BY RM

CHECKED BY RM

DATE 03/22/21

TITLE

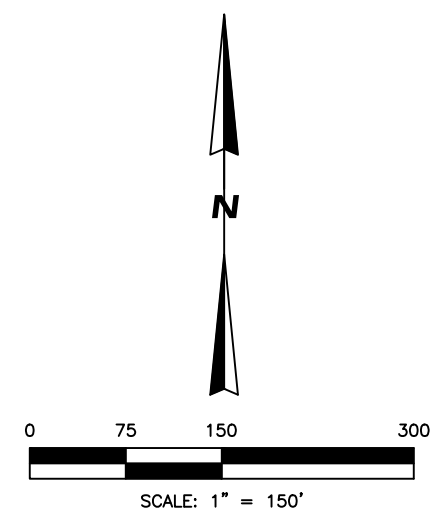
BRENTWOOD

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PROJECT NO. 50137547

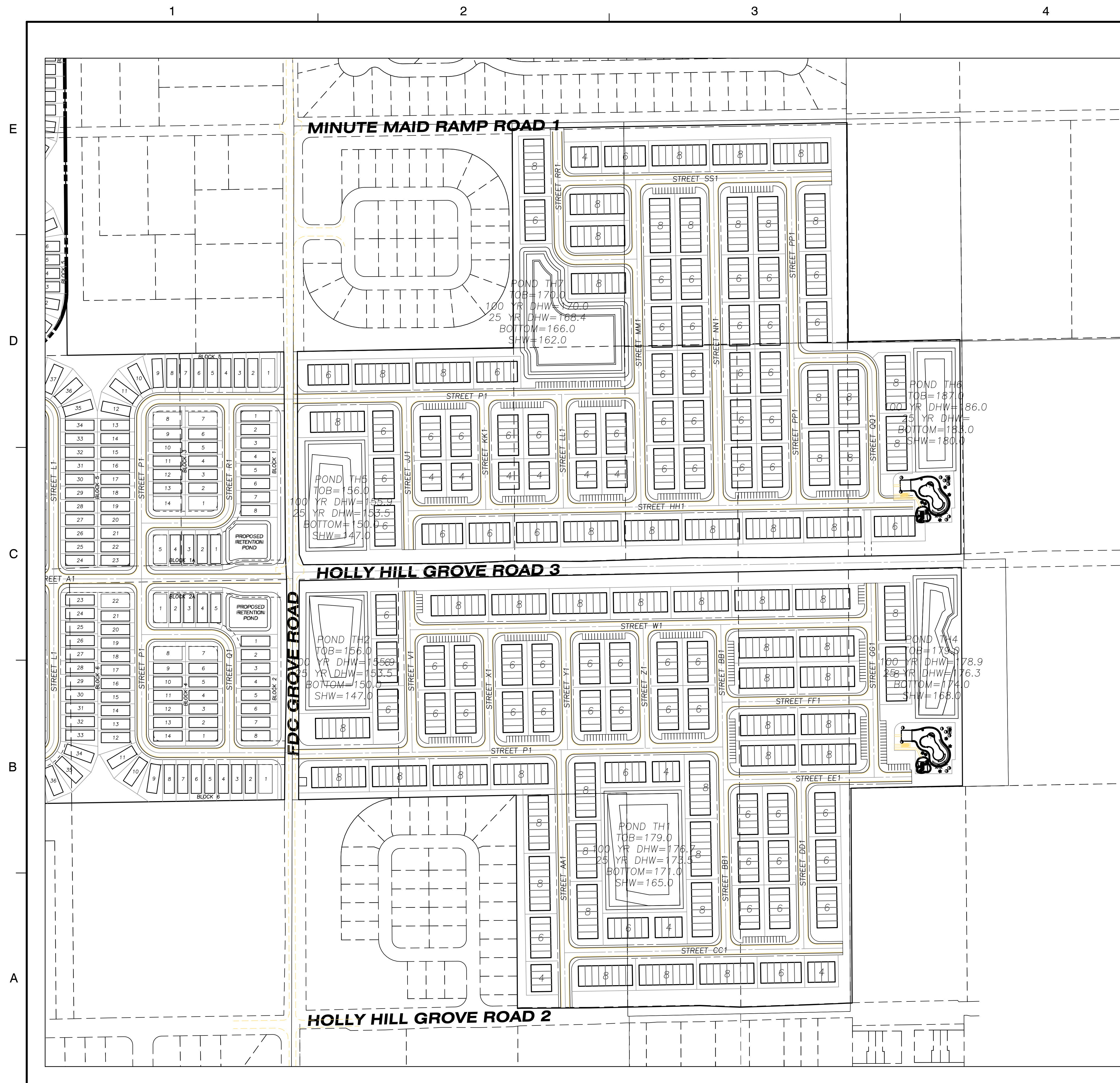
2 OF 4

SHEET NO.



### LEGEND

	SWFWMD WETLAND LINE
	WETLAND CONSERVATION AREA SETBACK LINE (BUFFER WIDTH VARIES)
	TYPICAL 50' WIDE (MINIMUM) LOT PAD
	TYPICAL 40' WIDE (MINIMUM) LOT PAD
	PHASE LINE





WESTSIDE HAINES  
CITY CDD  
HAINES CITY, FL

SEAL

KEY PLAN

SCALE NORTH

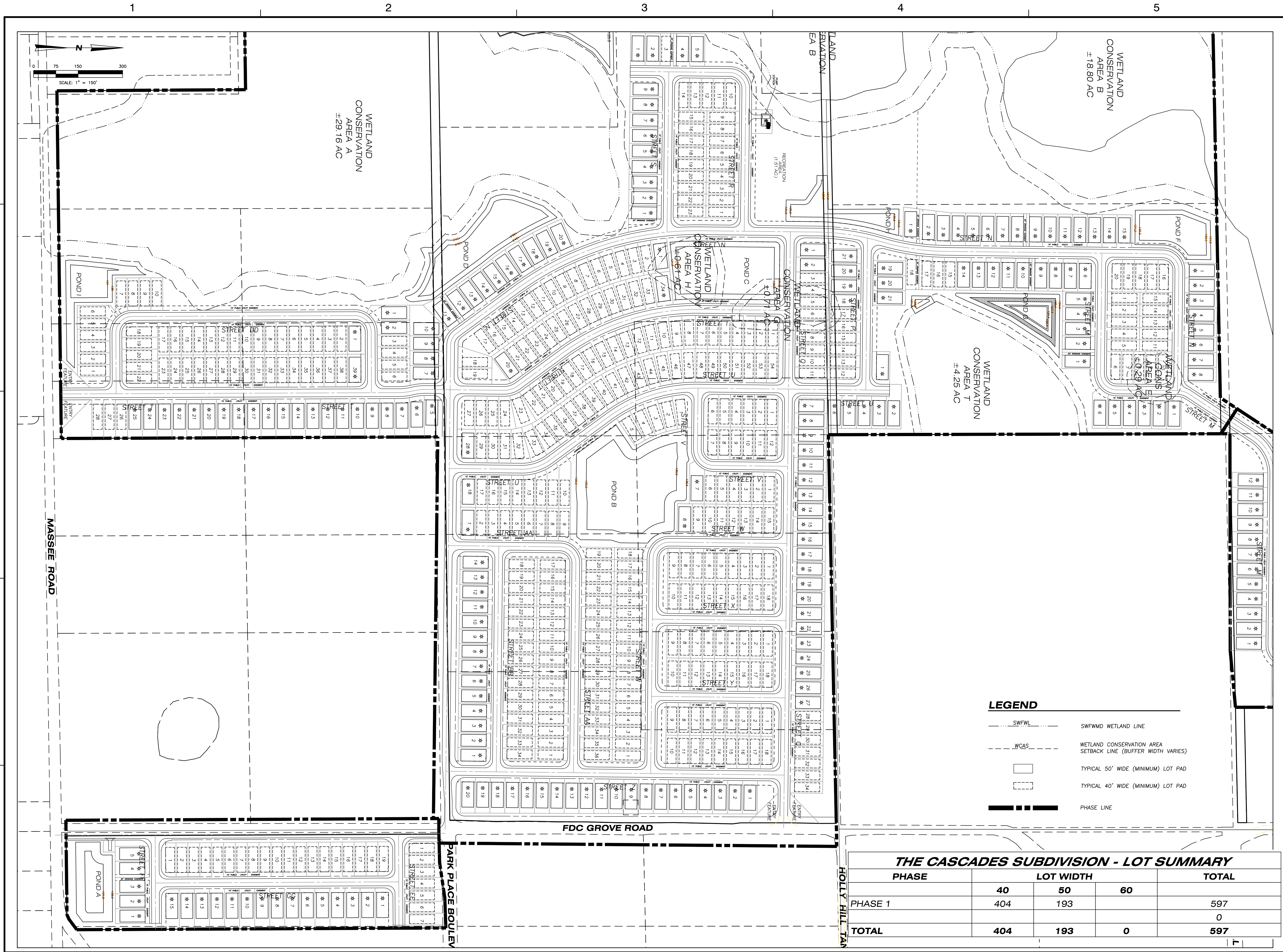
NO.	DATE	BY	DESCRIPTION

REVISIONS	
DRAWN BY	MJB
APPROVED BY	RM
CHECKED BY	RM
DATE	03/22/21
TITLE	

CASCADES PHASE 1

PROJECT NO. 50137547

SHEET NO.







**EXHIBIT B: LEGAL DESCRIPTION OF ASSESSMENT AREA ONE**

## SECTION 3

**AGREEMENT BY AND BETWEEN THE WESTSIDE HAINES CITY  
COMMUNITY DEVELOPMENT DISTRICT AND  
GLK REAL ESTATE, LLC, REGARDING THE  
COMPLETION OF CERTAIN IMPROVEMENTS**

**(ASSESSMENT AREA ONE BONDS)**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 19<sup>th</sup> day of July 2021, by and between:

**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Haines City, Florida and unincorporated 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 of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (the “Landowner” and, together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the City Commission of Haines City, 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, as described in that Engineer’s Report, as defined below (“Improvements”); and

**WHEREAS**, Landowner is the majority owner and developer of certain lands within the District (“Assessment Area One”), described in **Exhibit A**, which will be subject to the proposed issuance of the Assessment Area One 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 as described in the *Westside Haines City Community Development District Engineer’s Report*, dated March 29, 2021 ( the “Engineer’s Report”) attached to this Agreement as **Exhibit B**, and the estimated costs of the portion of the Improvements, described as Cascades Phase 1A,

Cascades Phase 1B, Cascades Phase 2, and Brentwood Phase 1, are identified therein (the “Assessment Area One Project”), are identified therein; and

**WHEREAS**, the District has imposed debt special assessments on Assessment Area One within the District (the “Assessment Area One Special Assessments”), to secure financing for a portion of the construction of the Assessment Area One Project described in **Composite Exhibit B**, and has validated \$19,810,000 in special assessment bonds to fund the planning, design, permitting, construction and/or acquisition of Improvements including a portion of the Assessment Area One Project; and

**WHEREAS**, the District intends to finance all or a portion of the Assessment Area One Project through the anticipated issuance of its Westside Haines City Community Development District Special Assessment Bonds, Series 2021 (Assessment Area One Project), in the principal amount of \$19,810,000 (the “Assessment Area One Bonds”); and

**WHEREAS**, Landowner has requested that the District limit the amount of debt special assessments imposed upon Assessment Area One by allowing the Landowner to directly fund a portion of the Assessment Area One Project; and

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

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

**WHEREAS**, in order to ensure that the Assessment Area One 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 \$19,810,000 in Assessment Area One Bonds to fund the Assessment Area One Project and Landowner will complete or will make provision for additional funds that may be needed in the future for the completion of the Assessment Area One Project, over and above the amount of the Assessment Area One 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 District's proposed Assessment Area One Bonds will provide only a portion of the funds necessary to complete the Assessment Area One Project. Therefore, Landowner hereby agrees to complete the Assessment Area One 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 Assessment Area One Project which may remain unfunded 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.

**(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 Assessment Area One 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 Assessment Area One 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 Assessment Area One 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 Assessment Area One 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 Assessment Area One benefitted by the Assessment Area One Project.

(c) (i) The Landowner agrees that all developable lands within Assessment Area One, including Landowner's property, benefit from the timely design, construction, or acquisition of the Assessment Area One Project.

(ii) Landowner agrees that the Assessment Area One Special Assessments which were imposed on Assessment Area One within the District, have been validly imposed and constitute valid, legal and binding liens upon Assessment Area One, which Assessment Area One 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 \$19,810,000 par amount of Assessment Area One Bonds and use of the proceeds thereof to fund a portion of the Assessment Area One Project, and (b) the scope, configuration, size and/or composition of the Assessment Area One 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 Assessment Area One 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 Assessment Area One 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: Westside Haines City  
Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager
- With a copy to: Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: Roy Van Wyk
- (b) If to Landowner: GLK Real Estate, LLC  
346 East Central Avenue  
Winter Haven, Florida 33880  
Attn: Gary Price
- 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 Assessment Area One 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 Assessment Area One 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:

**WESTSIDE HAINES CITY  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

WITNESS:

**GLK REAL ESTATE, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
\_\_\_\_\_  
, Manager  
[Print Name]

\_\_\_\_\_  
Gary Price, its Manager

**Exhibit A:** Legal Description of Assessment Area One  
**Exhibit B:** *Westside Haines City Community Development District Engineer's Report,*  
dated March 29, 2021

## **EXHIBIT A - LEGAL DESCRIPTION OF ASSESSMENT AREA ONE**

## **EXHIBIT B – ENGINEER’S REPORT**

A horizontal bar composed of three segments: a green segment on the left, an orange segment in the middle, and a blue segment on the right.

# **Westside Haines City Community Development District**

**Engineer's Report**

March 29, 2021

**SUBMITTED BY:**

**Dewberry Engineers Inc.**  
800 North Magnolia Avenue  
Suite 1000  
Orlando, Florida 32803  
407-843-5120



# TABLE OF CONTENTS

<b>Introduction.....</b>	<b>2</b>
<b>Purpose and Scope .....</b>	<b>4</b>
<b>The Development .....</b>	<b>4</b>
<b>Capital Improvements .....</b>	<b>4</b>
Stormwater Management Facilities .....	5
Public Roadways .....	5
Water and Wastewater Facilities .....	6
Off-Site Improvements .....	6
Amenities and Parks .....	6
Electric Utilities and Lighting .....	6
Entry Features.....	6
Miscellaneous.....	7
Permitting .....	7
<b>Recommendation.....</b>	<b>8</b>
<b>Report Modification .....</b>	<b>8</b>
<b>Summary and Conclusion .....</b>	<b>8</b>
<b>Engineer's Certification .....</b>	<b>8</b>
<b>List of Exhibits</b>	
Aerial Location Map .....	Exhibit 1
Legal Description .....	Exhibit 2
District Boundary Map .....	Exhibit 3
Land Use Map .....	Exhibit 4
Zoning Map .....	Exhibit 5
Utility Location Map and Drainage Flow Pattern Map.....	Exhibit 6
Summary of Opinion of Probable Cost .....	Exhibit 7
Summary of District Facilities.....	Exhibit 8
Overall Site Plan .....	Exhibit 9

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.

# Westside Haines City Community Development District

## INTRODUCTION

The Westside Haines City Community Development District (the "District" or "CDD") is located on the west side of US Highway 27 (SR 25) from the Minute Maid Ramp Road, south crossing Holly Hill Grove Road 1, 2, and 3 to the southern boundary of Massee Road. The District also crosses Holly Hill Tank Road to the west of FDC Grove Road. The District is located with the city limits of Haines City, Florida ("City") and the unincorporated area of Polk County ("County"). The District currently contains approximately 613.43 acres and is expected to consist of 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages.

The CDD was established under County Ordinance No. \_\_\_\_\_, which was approved by the Polk County Commission or City of Haines City on March 17, 2021, and became effective on \_\_\_\_\_. The District will own and operate the public roadways, utilities systems, and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

The Master Developer ("Developer") GLK Real Estate LLC is based in Winter Haven, Florida. The Development is approved as a Planned Development (PD) for Residential Units and is divided into three (3) villages: Brentwood, Cascades, and Wynnstone. A land use summary is presented in Table 1.

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, county, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development, an overall estimate of the probable cost of the public improvements are provided in Exhibit 7 of this report.

The Capital Improvement Plan ("CIP" or this "Engineer's 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 any modifications will not diminish the benefits to 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 a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

TABLE 1	AREA
Master Stormwater System	49.14
Residential Land (Single-Family and Townhomes Lots)	240.91
Roadways Infrastructure & Public Facilities	95.29
Lakes	5.09
Amenity Center	2.09
Open Space/Conservation Areas/Parks	220.91
<b>TOTAL</b>	<b>613.43</b>

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.

TABLE 2 PHASING SUMMARY		
PHASE	NO. UNITS	AREA(AC)
Cascades 1	597	
Cascades 2	74	
Cascades 3	344	
Brentwood 1	226	
Brentwood 2	124	
Brentwood 3	122	
Brentwood 4	224	
Brentwood 5	248	
Wynnstone 1	305	
Wynnstone 2	284	
Wynnstone 3	204	
Amenity/Recreational Parcel		
Infrastructure Roadways		
Ponds/Lake/Stormwater Conservation/Open space		
<b>TOTAL – Westside Haines City CDD</b>	<b>2,752</b>	<b>613.43</b>

TABLE 3 LOT TYPES			
PHASE	LOT TYPE	UNITS	AREA (AC)
<b>Cascades 1</b>	40-ft Lots	404	
	50-ft Lots	193	
<b>Cascades 2</b>	40-ft Lots	30	
	50-ft Lots	44	
<b>Cascades 3</b>	40-ft Lots	219	
	50-ft Lots	125	
<b>Brentwood 1</b>	Townhomes	226	
<b>Brentwood 2</b>	Townhomes	124	
<b>Brentwood 3</b>	Townhomes	122	
<b>Brentwood 4</b>	Townhomes	224	
<b>Brentwood 5</b>	Townhomes	248	
<b>Wynnstone 1</b>	40-ft Lots	273	
	50-ft Lots	32	
<b>Wynnwood Phase 2</b>	40-ft Lots	1	
	50-ft Lots	283	
<b>Wynnwood Phase 3</b>	40-ft Lots	204	
<b>TOTAL LOTS IN THE DISTRICT</b>		<b>2,752</b>	<b>613.43</b>

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 the 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.

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will be dedicated to the County or the City for ownership and maintenance upon completion. The southeastern 46 lots in Cascades Phase 1 will have a private lift station maintained by the CDD and will connect to Haines City's water and sewer service.

## PURPOSE AND SCOPE

The purpose of this report is to provide engineering support for the funding of the proposed improvements within the District. This report will identify the proposed public infrastructure to be constructed or acquired by the District along with an Opinion of Probable Construction Costs. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

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 to prepare this Engineer's Report.

## THE DEVELOPMENT

The development will consist of a total of 2,752 residential units and associated infrastructure. The development is a planned residential community located West of US Highway 27 (SR 25) and consisting of 613.43 acres from the northern boundary around Minute Main Ramp Road 1 and extending south to the southern boundary located around Mossee Road. The District is located within Polk County and the City of Haines City. The land use for the District is planned unit development. The development is zoned RL-1, RL-2, RL-3, and RM within the city limits and zoned RMX and ECX within the unincorporated area of Polk County. The development will be constructed in three (3) villages and have up to eleven (11) phases.

## CAPITAL IMPROVEMENTS

The CIP consists of public infrastructure in each village and each phase of said village. The primary portions of the CIP will provide for stormwater pond construction, roadways built to an urban roadway typical section, water, and sewer facilities including three (3) lift stations and one (1) regional lift station, and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP that will outfall into the various on-site stormwater 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 as well as the 4 (four) lift stations serving the project. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District. Installation of streetlights and power within the public rights-of-way or easements will be funded by the District.

As a part of the recreational component of the CIP, there are various amenity centers within the development and specifically for each of the villages of the development. There are four (4) amenity centers: one (1) in the Village of Cascades, one (1) in Wynnstone, and two (2) within Brentwood. The total area of the amenity and recreational parcels is 12.89 acres. There will be conservation areas as well that can serve as passive parks within the various villages and the

development that are available to the public for utilization of the facilities. The amenity centers and recreational areas will have connectivity via sidewalks to the other portions of the District. The amenity centers and recreational areas will be accessed by the public roadways and sidewalks.

## CAPITAL IMPROVEMENT PLAN COMPONENTS

The CIP for the District includes the following:

### Stormwater Management Facilities

Stormwater Management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater treatment systems are regulated by the city, the county, and SWFWMD. There are various conservation areas throughout the District and will be preserved in the existing condition and these will accept stormwater discharges from our ponds as shown on Exhibit 6.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C0225G, effective date December 22, 2016, demonstrates that the property is located within Flood Zones X, A, and AE. Based on this information and the site topography, it appears that 100-year compensation will be done in areas where we will impact existing depressions throughout the development and the 100-year flood volumes will be compensated as it is required by the city, county, and FEMA.

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 the FDEP as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting as required by the National Pollutant Discharge Elimination System (NPDES) General Permit with erosion control, its maintenance, and any rainfall events that occur during construction activity.

### Public Roadways

The proposed public roadway sections include a 24-foot wide roadway consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base and asphalt type roadway wearing surface. The proposed curb is to be 2-feet 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.

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 drinking water system inclusive of water main, gate valves, fire hydrants, and appurtenances will be installed for the District. The water service provider will be Polk County Public Utilities. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within

the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to 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 a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Laterals will branch off from these sewer lines to serve the individual lots. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main that will interconnect three (3) lift stations and all discharge to a master lift station that will pump through a force main that will connect to the city water treatment facility located north of the development.

Polk County Public Utilities will provide the reclaimed water to be used for all irrigation within the CDD. The reclaimed water will be funded by the District and installed onsite within the roadways to provide for irrigation within the public right-of-way or any areas needing irrigation. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrances. The site construction activities associated with the CIP are anticipated to be completed by villages and phases based on the estimated schedule for each village and phase. The schedule is shown on Exhibit 7. Upon completion of each phase within each village, the improvements will be through the required inspections as well as final certifications of completions will be obtained from SWFWMD, Polk County Health Department (water distribution system), FDEP (wastewater collection), and the city/county.

### **Amenities and Parks**

The District will provide funding for an amenity center to include the following: parking areas, pavilion with public restroom facilities, pool, all-purpose playfields, and walking trails between the phases and villages to provide connectivity to the various amenity centers within the CDD. In addition, there will be public passive parks throughout the development, which will include benches and walking trails.

### **Electric Utilities and Lighting**

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund and construct the electric conduit, fund and construct the cost for the under-grounding of the electrical system, transformer/cabinet pads, and electric manholes required by Duke Energy (Duke). Electric facilities will be owned and maintained by Duke after the dedication, with Duke providing underground electrical service to the Development. The CDD presently intends to fund the cost to purchase and install the street lighting along the internal roadways within the CDD. These lights will be operated, and maintained by Duke after the completion, with the District funding maintenance costs.

### **Entry Feature**

Landscaping, irrigation, entry features, and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use reclaimed water or an irrigation well. The well and irrigation water mains to the various phases of the development will be constructed and acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover, and trees for the internal roadways within the CDD. Perimeter fencing will be provided

at the site entrances and perimeters. These items will be funded, owned, and maintained by the CDD. It is noted that the City requires the walls as a buffer the development and thus will be funded together with the landscaping.

## Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report are being financed by the District to benefit 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/residential planned development.

## Permitting

Construction permits for all phases are required and include the SWFWMD ERP, Polk County Health Department, FDEP, and City construction plan approval.

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

Phase 1 – All Villages			
Permits/Approvals	Approval/Expected Date		
	Cascades Phase 1	Cascades Phase 2	Brentwood Townhomes Phase 1
Zoning Approval	Haines City RPUD expected 4/1/21	Haines City RPUD – N/A	N/A
Preliminary Plat	Haines City - 4/1/21	Haines City Preliminary Plat – N/A	N/A
SWFWMD ERP	Expected 04/15/2021	Expected – 5/15/2021	Expected – 4/30/2021
Construction Permits	Expected 4/15/2021	Expected – 5/15/2021	Expected – 4/30/2021
Polk County Health Department Water	Expected 4/30/2021	Expected – 5/30/2021	Expected – 5/15/2021
FDEP Sanitary Sewer General Permit	Expected 4/30/2021	Expected – 5/30/2021	Expected – 5/15/2021
FDEP NOI	Expected 4/30/2021	Expected – 5/30/2021	Expected – 5/15/2021

Other Phases and Villages	
Permits/Approvals	Approval/Expected Date
Zoning Approval	TBO
Preliminary Plat	TBO
SWFWMD ERP	TBO
Polk County Utilities Permits	TBO
Polk County Health Department General Water Distribution Permit	TBO
FDEP Sanitary Sewer General Permit	TBO
FDEP NOI – NPDES	TBO
City of Haines City Construction Permit	TBO



## RECOMMENDATION

As previously explained 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 or will be in accordance with the applicable requirements of the City, the County, and the SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation are 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 the proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD, Polk County, and the City regulations.

## REPORT MODIFICATION

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

## SUMMARY AND CONCLUSION

The improvements as outlined are necessary for the functional development of the Project. The Project is being designed in accordance with current government regulatory requirements. The Project will serve its intended function provided the construction is in substantial compliance with the design. Items of construction for the Project are based upon current development plans.

## ENGINEER'S CERTIFICATION

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 and the value is at least the same as the costs for said improvements. It is noted that all financed property improvements will be located on district owned lands that is or will be at the time of conveyance to the district or subject to a permanent easement in favor of the district or another public governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the county and city. 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.

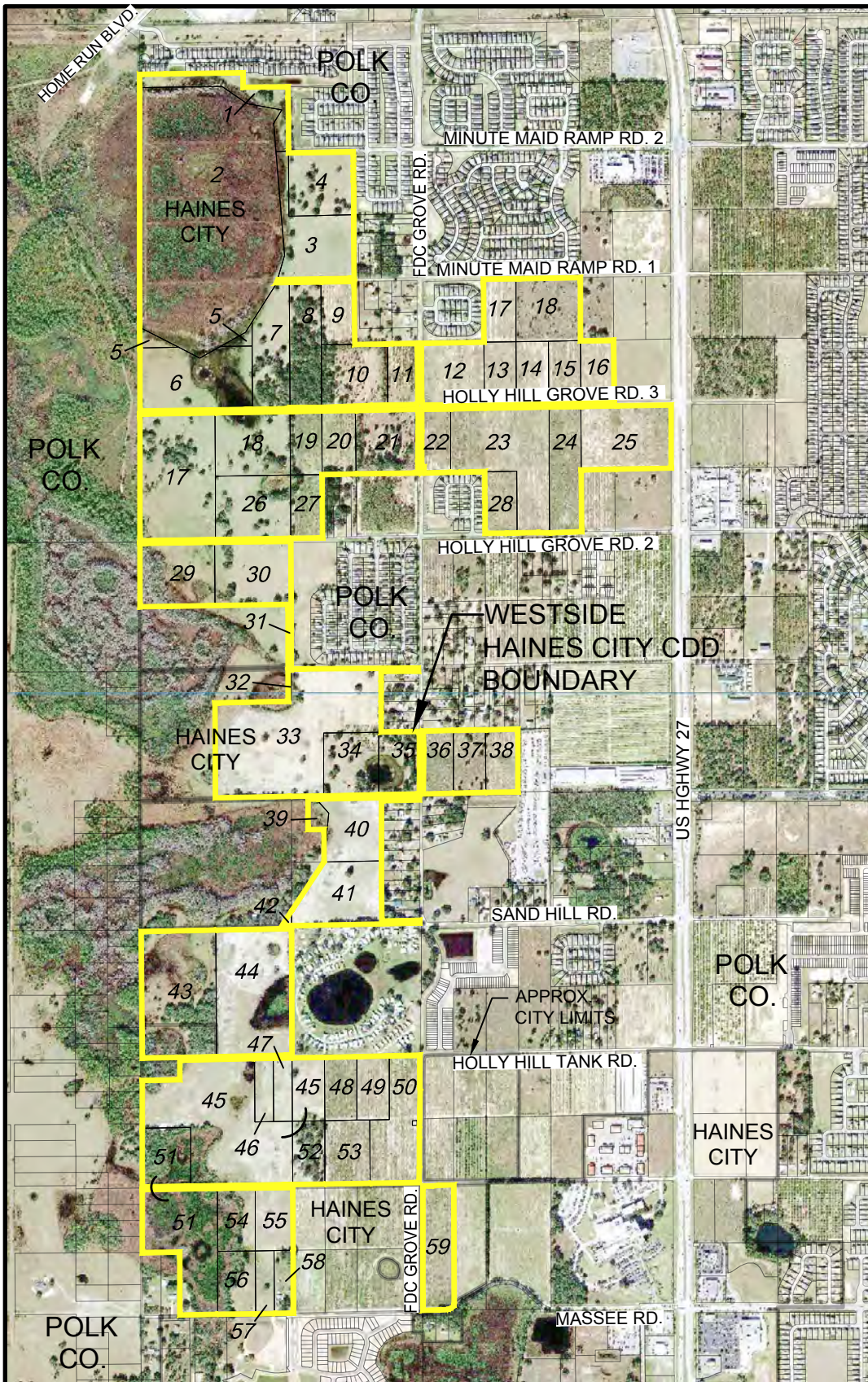
Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the CUP improvements cannot be constructed at the cost described in this report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

I hereby certify that the foregoing is a true and correct copy of the engineer's report for the Westside Haines City Community Development District.

A handwritten signature in blue ink, appearing to read 'RM', is written over a horizontal line.

Reinardo Malavé, P.E.  
Florida License No. 31588





ID NO.	COUNTY PARCEL ID
1	272619705000030012
2	272619705000030171
3	272619705000030201
4	272619705000030210
5	272619704500040011
6	272619704500040141
7	272619704500040041
8	272619705000040050
9	272619705000040060
10	272619705000040101
11	272619705000040090
12	272619705000020150
13	272619705000020140
14	272619705000020130
15	272619705000020120
16	272619705000020110
17	272619705000040170
18	272619705000040190
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22	272619705000020171
23	272619705000020180
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25	272619705000020220
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35	272630708000030250
36	272630708000010320
37	272630708000010310
38	272630708000010300
39	272630707500040053
40	272630707500040051
41	272630708000040097
42	272630708000040131
43	272630708000040170
44	272630708000040190
45	272631708500030011
46	272631708500030041
47	272631708500030042
48	272631708500030060
49	272631708500030070
50	272631708500030080
51	272631708500030151
52	272631708500030121
53	272631708500030101
54	272631708500030190
55	272631708500030200
56	272631708500030300
57	272631708500030292
58	272631708500030291
59	272631708500010170

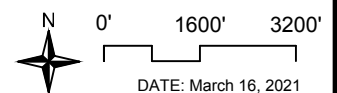
#### LEGEND

- WESTSIDE HAINES CITY CDD
- PARCELS

SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 1 - LOCATION MAP WESTSIDE HAINES CITY CDD

APPROX. CDD BOUNDARY  
AREA - 621.8± AC.





## LEGAL DESCRIPTIONS:

### THORNHILL PARCELS

#### PARCEL 1

**DESCRIPTION:** A PORTION OF TRACTS 11, 12, 13, 14, 15, & 16 AND ALL OF TRACTS 3, 4 & 5, OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 5; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 5, S.00°18'53"E., A DISTANCE OF 648.05 FEET TO THE NORTH BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID NORTH BOUNDARY, N.88°58'16"E., A DISTANCE OF 330.50 FEET TO THE EAST BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID EAST BOUNDARY, S.00°17'48"E., A DISTANCE OF 634.97 FEET TO A POINT ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILLY GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES: 1) S.87°53'35"W., A DISTANCE OF 53.92 FEET; 2) S.89°00'18"W., A DISTANCE OF 481.38 FEET; 3) S.89°49'34"W., A DISTANCE OF 265.87 FEET; 4) S.88°05'52"W., A DISTANCE OF 320.84 FEET; 5) N.89°37'21"W., A DISTANCE OF 210.35 FEET; 6) S.87°28'16"W., A DISTANCE OF 143.50 FEET; 7) S.89°25'55"W., A DISTANCE OF 472.21 FEET; 8) N.22°16'58"W., A DISTANCE OF 31.89 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: 1) N.01°14'03"W., A DISTANCE OF 140.55 FEET; 2) N.00°55'37"W., A DISTANCE OF 104.29 FEET; 3) N.00°08'51"W., A DISTANCE OF 326.27 FEET 4) N.00°11'29"W., A DISTANCE OF 30.58 FEET TO THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY OF CAMBRIA, AS RECORDED IN PLAT BOOK 159, PAGES 26 THROUGH 27, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH AND EAST BOUNDARIES, RESPECTIVELY, OF SAID CAMBRIA, THE FOLLOWING TWO (2) COURSES: 1) N.88°58'16"E., A DISTANCE OF 640.37 FEET; 2) N.00°21'17"W., A DISTANCE OF 648.36 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF AN UNNAMED ROAD, (ALSO KNOWN AS MINUTE MAID RAMP ROAD 1); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°59'20"E., A DISTANCE OF 991.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.322 ACRES, MORE OR LESS.

#### TOGETHER WITH

#### PARCEL 2

**DESCRIPTION:** A PORTION OF TRACTS 17, 28, 29, & 30 AND ALL OF TRACTS 18, 19, 20, 21, & 22, OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH EAST CORNER OF SAID TRACT 28, RUN THENCE ALONG THE EAST BOUNDARY THEREOF, S.00°18'30"E., A DISTANCE OF 636.29 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILL GROVE ROAD 2, PER MAP BOOK 22, PAGES 1 THROUGH 7, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) S.88°40'49"W., A DISTANCE OF 13.76 FEET; 2) S.87°34'32"W., A DISTANCE OF 110.73 FEET; 3) S.87°59'33"W., A DISTANCE OF 207.44 FEET; 4) N.87°51'09"W., A DISTANCE OF 118.81 FEET; 5) S.88°50'51"W., A DISTANCE OF 326.26 FEET; 6) S.89°40'20"W., A DISTANCE OF 202.13 FEET; 7) S.88°29'07"W., A DISTANCE OF 12.51 FEET TO THE SOUTHEAST CORNER OF COUNTRY WALK ESTATES, AS RECORDED IN PLAT BOOK 155, PAGES 37 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST AND NORTH BOUNDARIES, RESPECTIVELY, OF SAID COUNTRY WALK ESTATES THE FOLLOWING TWO (2) COURSES: 1) N.00°21'09"W., A DISTANCE OF 631.43 FEET; 2) S.88°48'08"W., A DISTANCE OF 644.25 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) N.00°04'22"E., A DISTANCE OF 436.25 FEET; 2) N.00°21'14"E., A DISTANCE OF 212.17 FEET TO A POINT ON SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILLY GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°51'21"E., A DISTANCE OF 1960.98 FEET TO A POINT ON THE EAST BOUNDARY OF AFORESAID TRACT 22; THENCE ALONG SAID EAST BOUNDARY S.00°18'53"E., A DISTANCE OF 646.48 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 22; THENCE ALONG SAID SOUTH BOUNDARY, S.88°48'08"W., A DISTANCE OF 330.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.668 ACRES, MORE OR LESS.



**ABSOLUTE  
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(813) 221-1516 TEL 1000 N. ASHLEY DRIVE, SUITE 925  
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EXHIBIT 2  
LEGAL DESCRIPTIONS  
WESTSIDE HAINES CITY CDD

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	1

## LEGAL DESCRIPTIONS:

### **CASCADES PARCELS**

#### **PARCEL A**

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 31, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 AND PROCEED S 89° 18'58" W, ALONG THE SOUTH LINE OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31, A DISTANCE OF 1323.58 FEET TO A FOUND CONCRETE MONUMENT 4" X 4" (NO ID) MARKING THE SOUTHEAST CORNER OF THE SW  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31; THENCE N 00°43'21" W, A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 ALSO BEING ON THE NORTH PLATTED RIGHT OF WAY LINE OF MASSEE ROAD AND THE POINT OF BEGINNING; THENCE S 89°16'39" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1170.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 31; THENCE N 00°21'45" W, ALONG THE WEST BOUNDARY OF SAID TRACT 31, A DISTANCE OF 635.42 FEET TO THE NORTHWEST CORNER OF SAID TRACT 31 ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT 17; THENCE S 89°15'20" W, ALONG THE SOUTH BOUNDARY OF SAID TRACT 17, A DISTANCE OF 374.86 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 17; THENCE N 00°19'09" W, ALONG THE WEST BOUNDARY OF SAID TRACT 17, A DISTANCE OF 620.25 FEET TO THE NORTHWEST CORNER OF SAID TRACT 17 AND A POINT ON THE SOUTH PLATTED RIGHT OF WAY LINE OF A 30.00 FOOT UNAMED ROAD; THENCE N 89°02'49" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1548.04 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°14'28" E, ALONG THE EAST BOUNDARY OF SAID TRACT 20 AND 29, A DISTANCE OF 1261.78 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 1,708,918 SQUARE FEET, OR 39.23 ACRES, MORE OR LESS.

#### **PARCEL B**

A PORTION OF TRACTS 17 AND 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 31, A DISTANCE OF 15.00 FEET; THENCE N 89°19'17" E, A DISTANCE OF 15.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED ROAD AND THE POINT OF BEGINNING; THENCE N 00°16'11" W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1255.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PARK PLACE BOULEVARD AS PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 19, PAGE 66; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING THREE (3) COURSES; (1) N 88°37'04" E, A DISTANCE OF 95.17 FEET; (2) N 81°41'25" E, A DISTANCE OF 121.29 FEET; (3) N 87°59'06" E, A DISTANCE OF 100.77 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S 00°16'03" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1243.27 FEET TO A POINT OF THE NORTHERLY RIGHT OF WAY LINE OF POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 14, PAGE 45 THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES; (1) S 53°51'52" W, A DISTANCE OF 16.13 FEET; (2) S 53°02'11" W, A DISTANCE OF 27.27 FEET; (3) S 65°06'06" W, A DISTANCE OF 16.68 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED RIGHT OF WAY; THENCE, ALONG SAID NORTH RIGHT OF WAY LINE, S 89°19'17" W, A DISTANCE OF 265.83 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 399,109 SQUARE FEET, OR 9.16 ACRES, MORE OR LESS.

P:\20-0041 GLX\Water\DWG\ Preliminary\WESTSIDE HAINES CITY CDD\WESTSIDE CDD - EXH-2 (2).dwg Heather Wertz Feb 18, 2021 - 4:46pm



**ABSOLUTE  
ENGINEERING, INC.**

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

**EXHIBIT 2  
LEGAL DESCRIPTIONS  
WESTSIDE HAINES CITY CDD**

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	2

## LEGAL DESCRIPTIONS:

### PARCEL C

A PORTION OF TRACTS 1 THROUGH 16, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 31, A DISTANCE OF 1308.22 FEET; THENCE S 89°15'46" W, A DISTANCE OF 32.12 FEET TO A POINT OF INTERSECTION OF NORTH 30.00 FOOT PLATTED RIGHT OF WAY AND THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 89°15'46" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1291.75 FEET; THENCE S 89°02'19" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1547.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 16; THENCE N 00°19'20" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 1 AND 16, A DISTANCE OF 1285.53 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1 SAID NORTHWEST CORNER LYING 15.00 FEET SOUTH AND 15.00 FEET EAST OF THE NORTHWEST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE N 88°48'00" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 1 THROUGH 4, A DISTANCE OF 1548.12 FEET; THENCE N 88°50'05" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 5 THROUGH 8, A DISTANCE OF 1309.25 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY MAINTAINED RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THIRTEEN (13) COURSES (1) S 00°16'04" E, A DISTANCE OF 52.50 FEET; (2) S 01°12'54" W, A DISTANCE OF 101.55 FEET; (3) S 00°02'35" E, A DISTANCE OF 168.91 FEET; (4) S 07°21'12" E, A DISTANCE OF 26.80 FEET; (5) S 01°16'36" W, A DISTANCE OF 197.08 FEET; (6) S 00°36'22" E, A DISTANCE OF 84.70 FEET; (7) S 00°13'16" W, A DISTANCE OF 102.33 FEET; (8) S 01°26'47" W, A DISTANCE OF 102.68 FEET; (9) S 00°21'34" W, A DISTANCE OF 104.81 FEET; (10) S 00°58'11" W, A DISTANCE OF 101.55 FEET; (11) S 00°24'40" E, A DISTANCE OF 105.34 FEET; (12) S 01°49'51" W, A DISTANCE OF 135.10 FEET; (13) S 00°30'33" W, A DISTANCE OF 19.05 FEET;

TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 3,683,359 SQUARE FEET, OR 84.56 ACRES, MORE OR LESS.

### PARCEL D

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SW  $\frac{1}{4}$  OF SAID SECTION 30 AND PROCEED N 88°48'00" E, ALONG THE SOUTH BOUNDARY OF THE SW  $\frac{1}{4}$  OF SAID SECTION 30, A DISTANCE OF 15.00 FEET; THENCE N 00°12'41" W, 15.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 32 AND THE POINT OF BEGINNING; THENCE N 00°06'26" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1294.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD AND THE NORTHWEST CORNER OF SAID TRACT 17; THENCE N 88°51'21" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 17 THROUGH 20, A DISTANCE OF 1547.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°08'32" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 20 AND 29, A DISTANCE OF 1292.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 AND A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE; THENCE S 88°48'00" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 29 THROUGH 32, A DISTANCE OF 1548.12 FEET;

TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 2,001,318 SQUARE FEET, OR 45.94 ACRES, MORE OR LESS.



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C.A. NO. 28358 TAMPA, FLORIDA 33602

## EXHIBIT 2 LEGAL DESCRIPTIONS WESTSIDE HAINES CITY CDD

SEC TWP RGE  
30-26S-27E

JOB NUMBER  
20-0041-0003

DRAWN BY  
ROA

DATE  
01-22-2021

SHEET  
3

## LEGAL DESCRIPTIONS:

### PARCEL E

A PORTION OF TRACTS 19 THROUGH 30 IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY AND A PORTION OF TRACTS 5 THROUGH 13 IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 30 AND PROCEED S 00°04'10" E, ALONG THE EAST BOUNDARY OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 30, A DISTANCE OF 42.32 FEET; THENCE S 88°41'01" W, A DISTANCE OF 16.04 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 88°41'01" W, A DISTANCE OF 390.47 FEET; THENCE S 00°10'11" E, A DISTANCE OF 1232.51 FEET; THENCE N 88°49'37" E, A DISTANCE OF 388.70 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°02'32" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE S 88°50'42" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 13 AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1411.55 FEET; THENCE N 33°21'44" E, A DISTANCE OF 183.55 FEET; THENCE N 33°19'35" E, A DISTANCE OF 600.67 FEET; THENCE N 05°35'09" E, A DISTANCE OF 501.02 FEET; THENCE N 41°26'25" W, A DISTANCE OF 195.12 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°16'32" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 79.88 FEET TO THE NORTHWEST CORNER OF SAID TRACT 6 AND THE SOUTHWEST CORNER OF VACATED 30.00 FOOT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3042, PAGE 1109 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N 00°06'50" W, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 27 AND THE NORTHWEST CORNER OF SAID VACATED 30.00 FOOT RIGHT OF WAY; THENCE S 88°49'34" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 28 THROUGH 30 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY, A DISTANCE OF 1112.83 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 30; THENCE N 00°05'19" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 19 AND 30, A DISTANCE OF 968.85 FEET; THENCE N 89°00'18" E, A DISTANCE OF 780.76 FEET TO A POINT ON THE EAST BOUNDARY OF SAID TRACT 20; THENCE N 00°06'28" W, ALONG THE EAST BOUNDARY OF SAID TRACT 20, A DISTANCE OF 322.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°58'52" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 21 THROUGH 24 AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1301.50 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 01°01'03" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 31.84 FEET; THENCE S 89°13'55" W, A DISTANCE OF 383.17 FEET; THENCE S 00°07'48" E, A DISTANCE OF 613.85 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 23; THENCE N 89°09'06" E, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 23 AND 24, A DISTANCE OF 392.58 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°01'28" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.85 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID VACATED 30.00 FOOT ROAD; THENCE S 00°05'26" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 59.98 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 3,147,981 SQUARE FEET, OR 72.27 ACRES, MORE OR LESS.

### PARCEL F

A PORTION OF TRACTS 30 THROUGH 32 OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 30 AND PROCEED N 00°06'45" E, ALONG THE WEST BOUNDARY OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 30, A DISTANCE OF 18.24 FEET; THENCE N 89°43'18" E, A DISTANCE OF 24.13 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE N 00°26'25" W, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.49 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT 32; THENCE N 88°41'30" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 970.79 FEET TO THE NORTHEAST CORNER OF SAID TRACT 30; THENCE S 00°04'16" E, ALONG THE EAST BOUNDARY OF SAID TRACT 30, A DISTANCE OF 643.81 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 30; THENCE S 88°53'02" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 966.59 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 621,952 SQUARE FEET, OR 14.28 ACRES, MORE OR LESS.



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**EXHIBIT 2  
LEGAL DESCRIPTIONS  
WESTSIDE HAINES CITY CDD**

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	4



## LEGAL DESCRIPTIONS:

### WYNNSTONE PARCELS

A portion of land in the West 1/2 of Section 19 and the Northwest 1/4 of Section 30, Township 26 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

BEGIN at the Southwest corner of SUNSET RIDGE PHASE 2, according to the plat thereof, recorded in Plat Book 126, Pages 36 through 41, inclusive, of the Public Records of Polk County, Florida; thence along the Southerly boundary of said SUNSET RIDGE PHASE 2, the following three (3) courses: 1) N 89°10'03" E a distance of 1061.38 feet; 2) S 00°10'59" E a distance of 150.01 feet; 3) N 89°06'55" E a distance of 458.47 feet to the Northwest corner of PART 1 of NATURES PRESERVE PHASE 1, according to the plat thereof, recorded in Plat Book 162, Pages 47 through 49, inclusive, of the Public Records of Polk County, Florida; thence along said Westerly boundary and the Southerly extension thereof, S 00°20'04" E a distance of 675.94 feet; thence N 89°07'01" E a distance of 662.09 feet to the Northwest corner of PART 2, of said NATURES PRESERVE PHASE 1, thence along said Westerly boundary and the Southerly extension thereof, S 00°21'36" E a distance of 1292.86 feet; thence S 89°03'33" W a distance of 331.34 feet; thence S 00°20'54" E a distance of 1326.13 feet; thence S 89°06'36" W a distance of 331.55 feet; thence S 00°20'19" E a distance of 1325.84 feet; thence S 00°12'46" E a distance of 30.00 feet; thence S 00°05'13" E a distance of 645.14 feet; thence S 89°05'30" W a distance of 779.49 feet; thence N 00°06'38" E a distance of 676.07 feet; thence S 89°09'38" W a distance of 764.88 feet; thence N 00°03'41" W a distance of 2619.11 feet; thence N 00°04'02" W a distance of 30.01 feet; thence N 00°04'22" W a distance of 2122.10 feet to the POINT OF BEGINNING.

Altogether containing 613.43 acres M.O.L.

P:\20-0041 GLX\Master\DWG\ Preliminary\WESTSIDE HAINES CITY CDD\WESTSIDE CDD - EXH-2 (5).dwg (EXH-2 (5)) Heather Wertz Feb 18, 2021 - 4:46pm

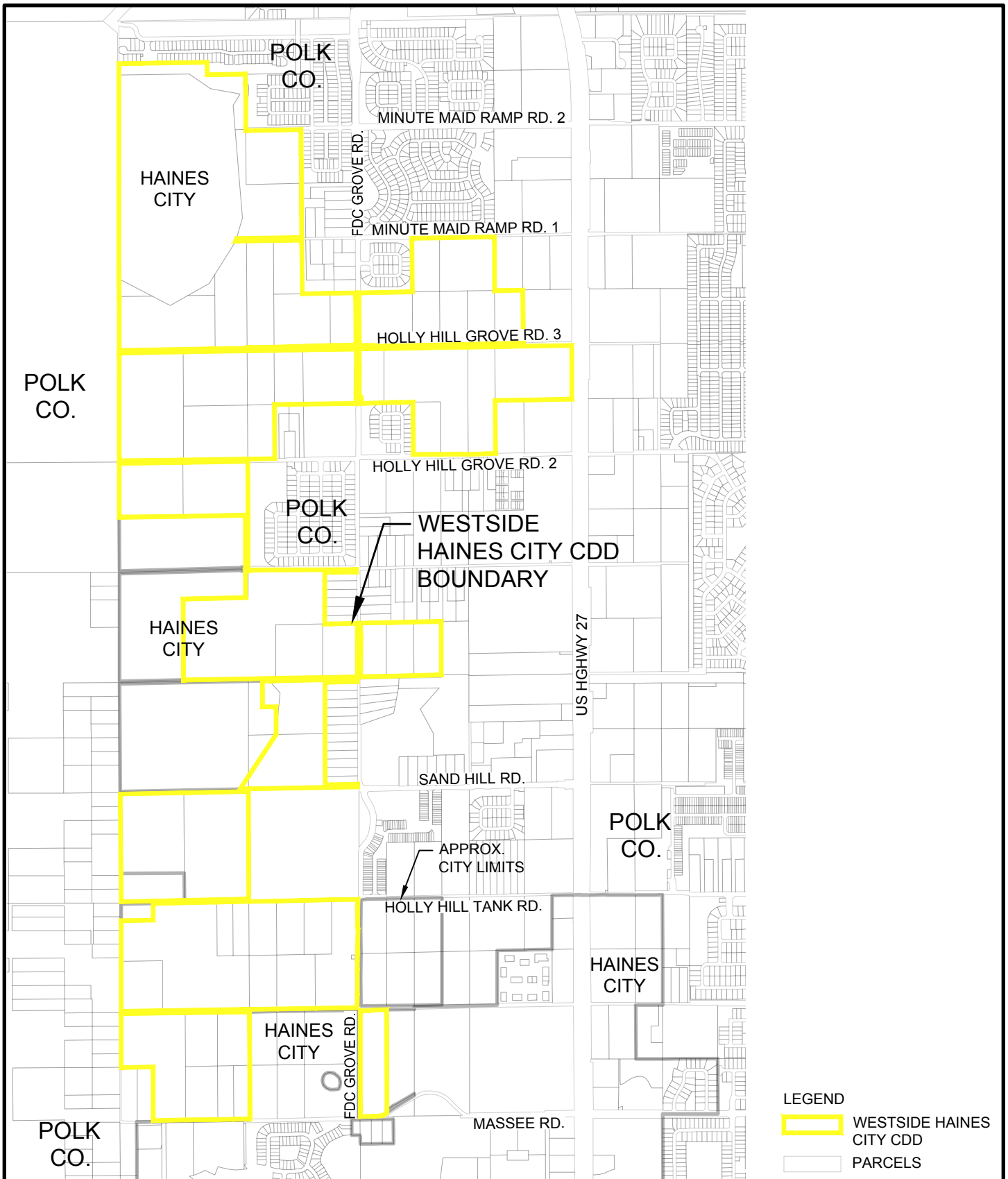


**ABSOLUTE  
ENGINEERING, INC.**

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

**EXHIBIT 2  
LEGAL DESCRIPTIONS  
WESTSIDE HAINES CITY CDD**

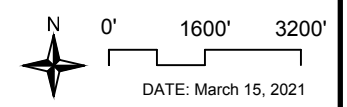
SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	5

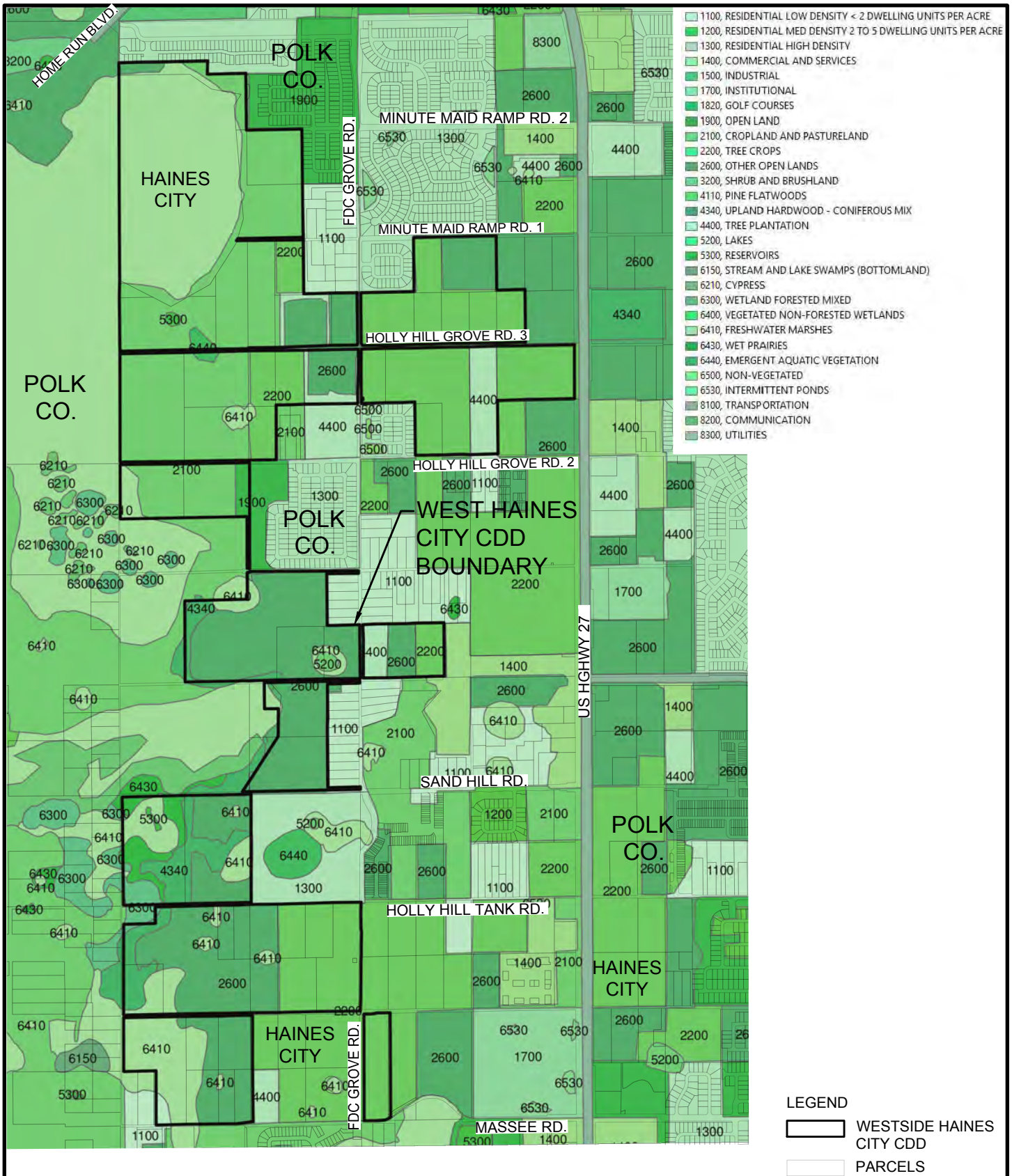


SECTS 19, 30 & 31,  
T26S, R27E

# **EXHIBIT 3 - BOUNDARY MAP WESTSIDE HAINES CITY CDD**

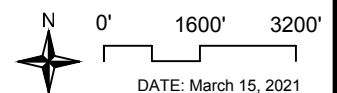
APPROX. CDD BOUNDARY  
AREA - 621.8± AC.



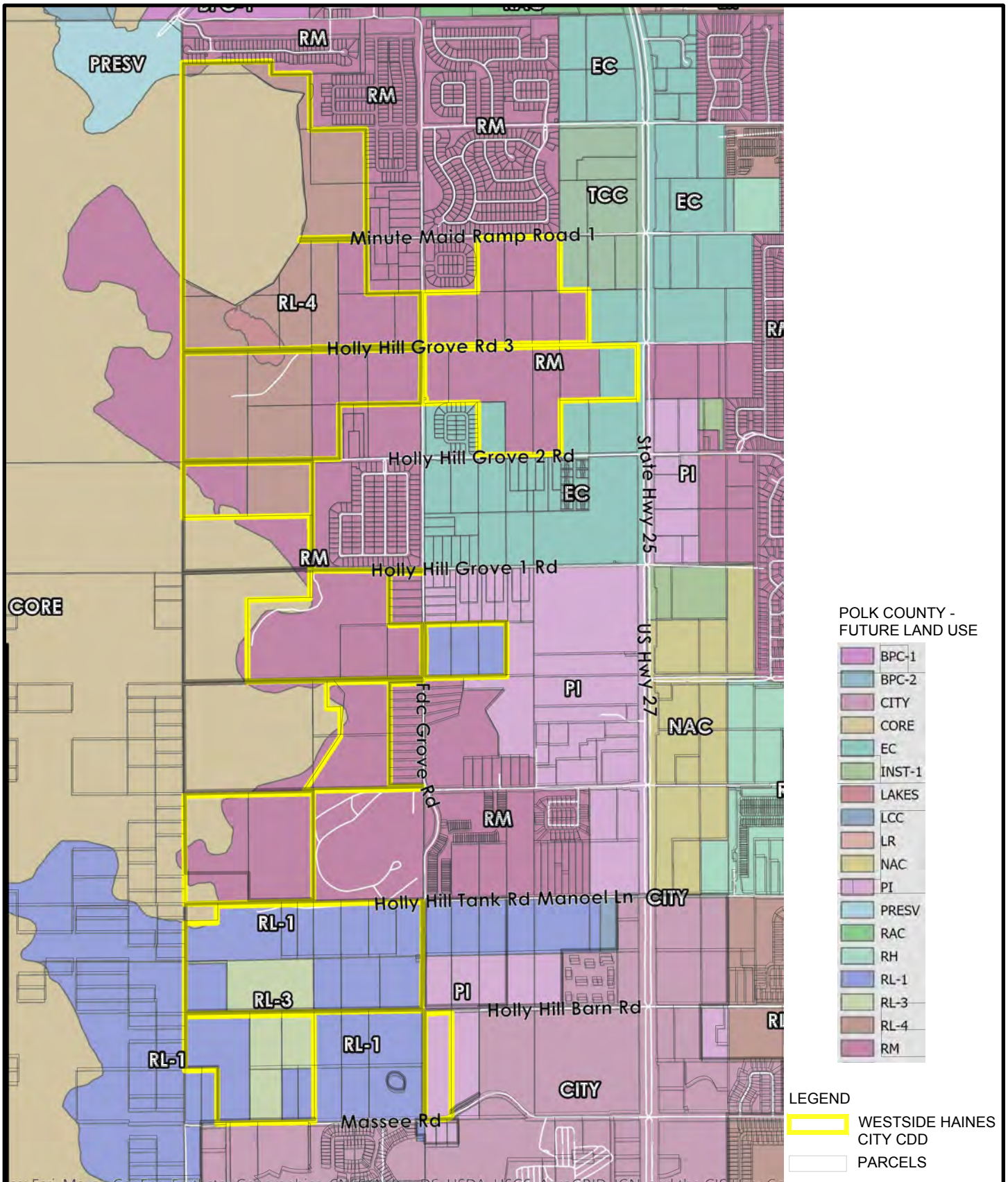


SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 4 - EXSITING LAND USE WESTSIDE HAINES CITY CDD



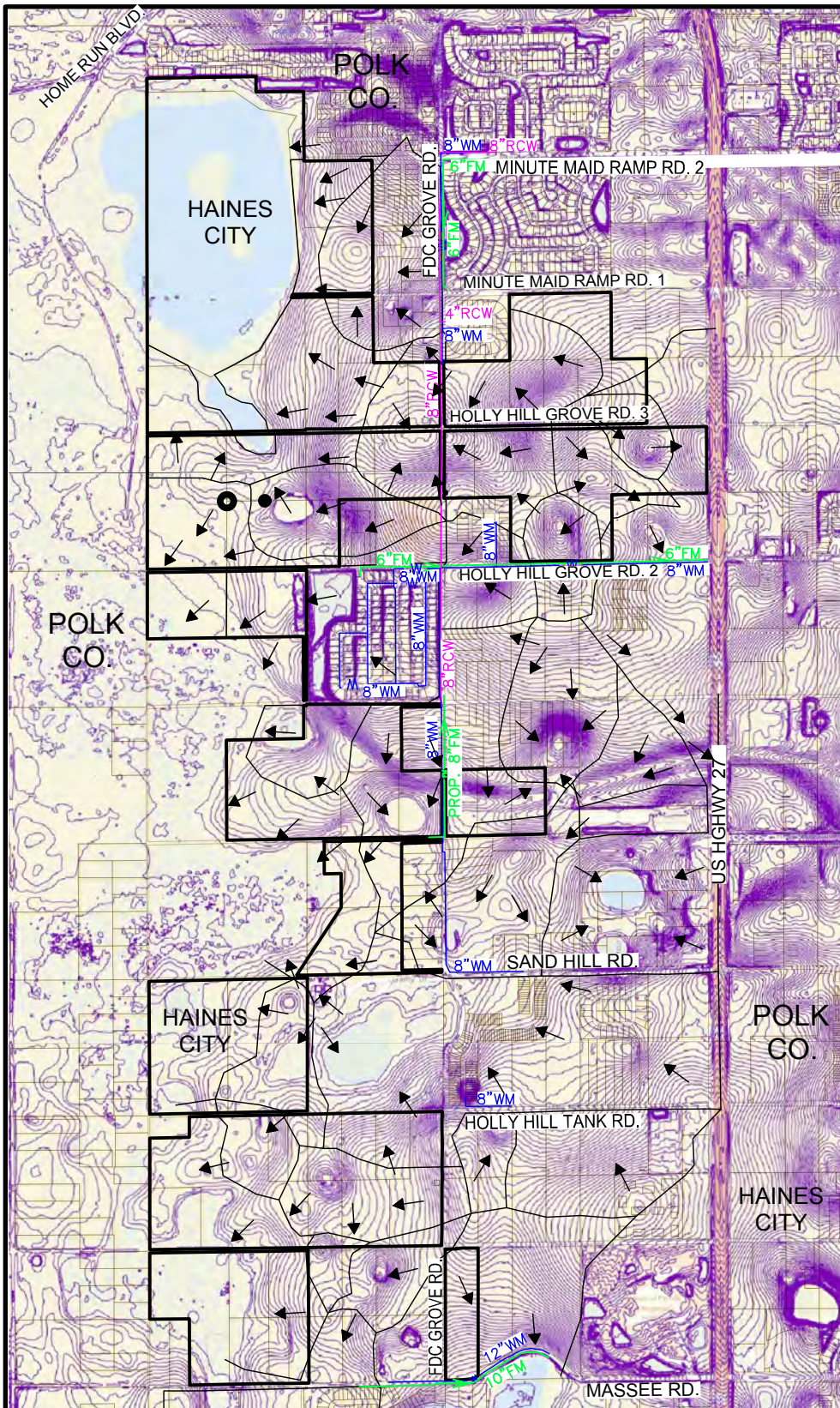




SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 5 - FUTURE LAND USE WESTSIDE HAINES CITY CDD





NOTE:  
CONTOUR INFORMATION PER POLK COUNTY LIDAR GIS DATABASE.

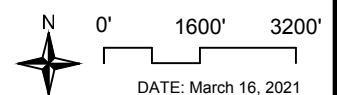
SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 6 - UTILITY LOCATION AND DRAINAGE MAP WESTSIDE HAINES CITY CDD



### LEGEND

- WESTSIDE HAINES CITY CDD
- PARCELS
- DRAINAGE AREA LIMITS
- DRAINAGE PATTERN
- W — EXISTING WATER MAIN
- FM — EXISTING FORCE MAIN
- RCW — EXISTING RECLAIM MAIN



**Composite Exhibit 7**  
**Summary of Proposed District Facilities and Summary of Probable Cost**

<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	Polk County****	District Bonds	Polk County****
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	Polk County	District Bonds	Polk County

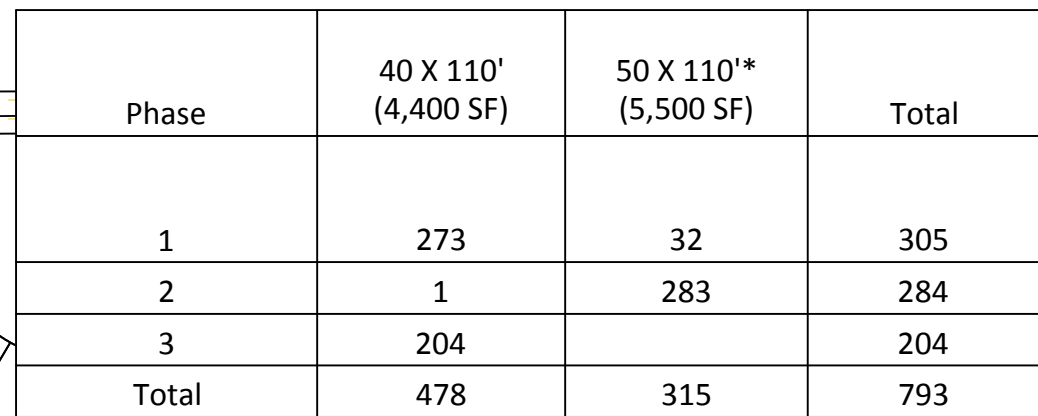
\*Costs not funded by bonds will be funded by the developer  
\*\* District will fund undergrounding of electrical conduit  
\*\*\*District will fund street lighting maintenance services  
\*\*\*\* Haines City will own and maintain the water and sewer infrastructure for the 46 lots in the Southeast corner of the District.

	Brentwood Townhomes					Cascades Single Family			Wynnstone Single Family			
Infrastructure	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 1	Phase 2	Phase 3	Phase 1	Phase 2	Phase 3	Total
	(226 Lots)	(124 Lots)	(122 Lots)	(224 Lots)	(248 Lots)	(597 Lots)	(74 Lots)	(344 Lots)	(305 Lots)	(284 Lots)	(204 Lots)	(2,752 Lots)
	2021-2023	2021-2023	2021-2023	2022-2025	2022-2025	2021-2024	2021-2024	2022-2025	2022-2025	2022-2025	2022-2025	-
Offsite Improvements <sup>(1)(5)(7)(11)</sup>	\$970,000	\$200,000	\$0	\$0	\$200,000	\$4,000,000	\$500,000	\$500,000	\$2,500,000	\$1,250,000	\$1,250,000	\$11,370,000
Stormwater Management <sup>(1)(2)(3)(5)(6)(7)</sup>	\$1,284,390	\$1,103,340	\$1,169,370	\$1,721,040	\$2,249,280	\$2,835,625	\$450,000	\$2,750,000	\$1,300,000	\$2,062,500	\$1,262,500	\$18,188,045
Utilities (Water, Sewer, & Street Lighting) <sup>(1)(5)(7)(9)(11)</sup>	\$1,169,820	\$1,004,920	\$1,065,060	\$1,567,520	\$2,048,640	\$2,731,250	\$450,000	\$2,750,000	\$1,265,000	\$2,012,500	\$1,012,500	\$17,077,210
Roadway <sup>(1)(4)(5)(7)</sup>	\$560,790	\$481,740	\$510,570	\$751,440	\$982,080	\$1,365,625	\$265,000	\$1,582,500	\$560,000	\$1,200,000	\$690,000	\$8,949,745
Entry Feature <sup>(1)(7)(8)911)</sup>	\$100,000	\$0	\$0	\$0	\$100,000	\$750,000	\$0	\$0	\$250,000	\$125,000	\$125,000	\$1,450,000
Parks and Amenities <sup>(1)(7)(11)</sup>	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,750,000	\$0	\$0	\$1,000,000	\$250,000	\$250,000	\$5,250,000
Contingency <sup>(11)</sup>	<u>\$565,000</u>	<u>\$310,000</u>	<u>\$305,000</u>	<u>\$560,000</u>	<u>\$620,000</u>	<u>\$1,492,500</u>	<u>\$185,000</u>	<u>\$842,500</u>	<u>\$750,000</u>	<u>\$200,000</u>	<u>\$510,000</u>	\$6,340,000
TOTAL	\$5,650,000	\$3,100,000	\$3,050,000	\$5,600,000	\$6,200,000	\$14,925,000	\$1,850,000	\$8,425,000	\$7,625,000	\$7,100,000	\$5,100,000	\$68,625,000

- Notes:
- 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.
  - Excludes grading of each lot in conjunction with home construction, which will be provided by home builder.
  - Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
  - Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
  - Includes subdivision infrastructure and civil/site engineering.
  - Stormwater does not include grading associated with building pads.
  - Estimates are based on 2020 cost.
  - Includes entry features, signage, hardscape, landscape, irrigation and fencing.
  - CDD will enter into a Lighting Agreement with Duke Energy for the streetlight poles and lighting service. Includes only the cost of undergrounding.
  - Estimates based on 2,752 lots.
  - The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).



## 5





WESTSIDE HAINES  
CITY CDD

HAINES CITY, FL

SEAL

### KEY PLAN

SCALE NORTH

NORTH PROJECT - 20' x 95' Townhomes			
Building Type	# Buildings	# Units Per Building	Total Units
4 Unit	7	4	28
6 Unit	38	6	228
8 Unit	27	8	216
Total	72		472

SOUTH PROJECT - 20' x 95' Townhomes			
Building Type	# Buildings	# Units Per Building	Total Units
4 Unit	4	4	16
6 Unit	32	6	192
8 Unit	33	8	264
<b>Total</b>	69		472

NO.	DATE	BY	DESCRIPTION
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REVISIONS

DRAWN BY

APPROVED

CHECKED BY \_\_\_\_\_

— DATE

TITLE

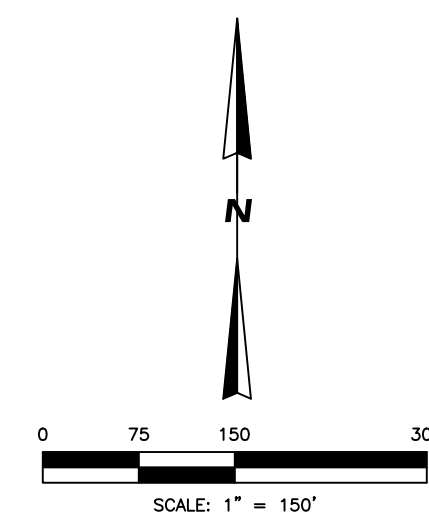
BRENTWOOD

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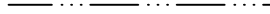








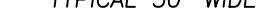
PROJECT NO. 50137547

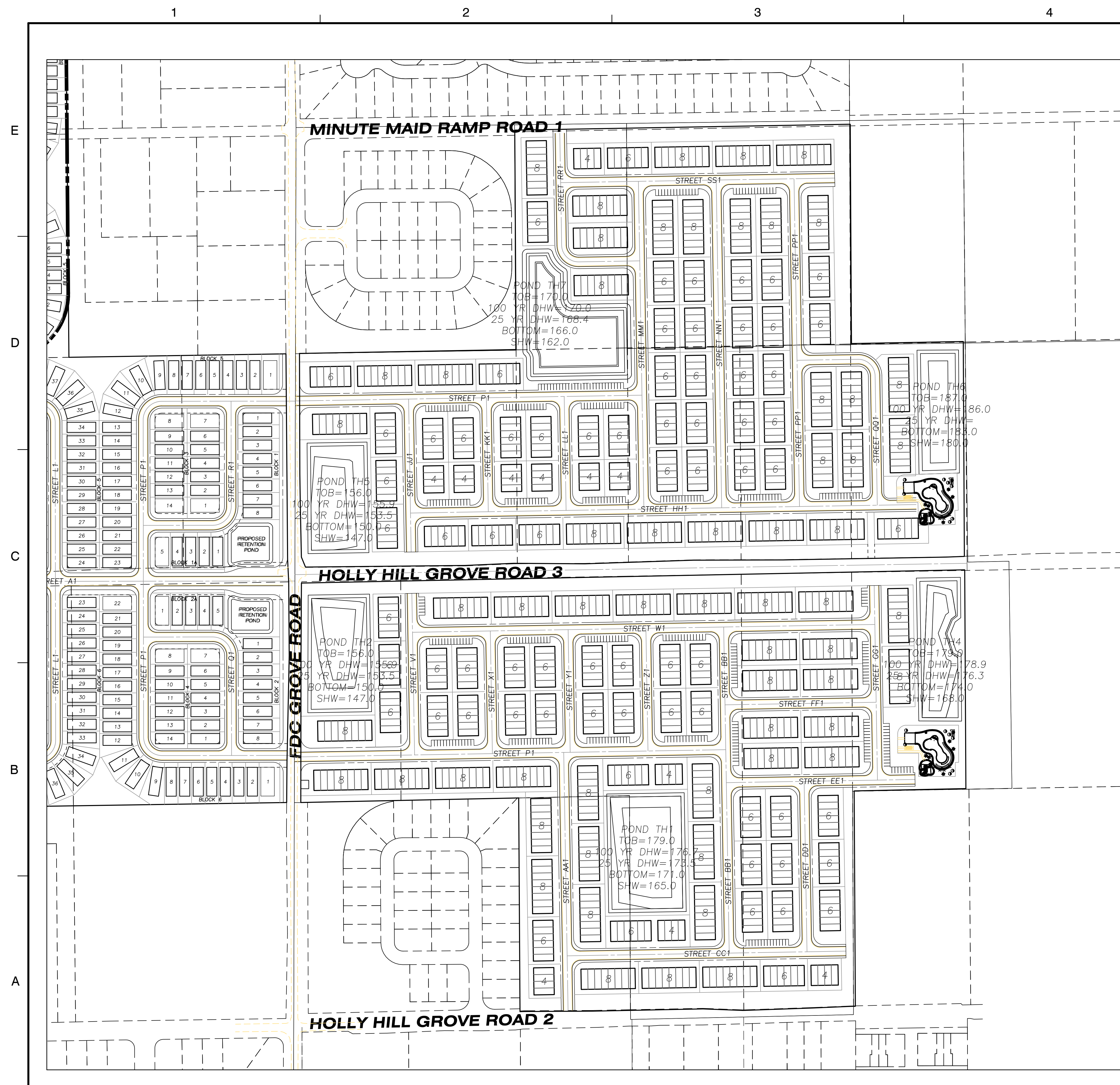
2 OF 4

SHEET NO.



**LEGEND**

	SWFWL		SWFWMD WETLAND LINE
	WCAS		WETLAND CONSERVATION AREA SETBACK LINE (BUFFER WIDTH VARIES)
			TYPICAL 50' WIDE (MINIMUM) LOT PAD
			TYPICAL 40' WIDE (MINIMUM) LOT PAD
			PHASE LINE







Dewberry Engineers Inc.  
800 NORTH MAGNOLIA AVENUE  
SUITE 1000  
ORLANDO, FLORIDA 32804  
PHONE: 407.843.5120  
ENGINEERING BUSINESS - 8794

WESTSIDE HAINES  
CITY CDD  
HAINES CITY, FL

SEAL

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION
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REVISIONS

DRAWN BY	MJB
APPROVED BY	RM
CHECKED BY	RM
DATE	03/22/21

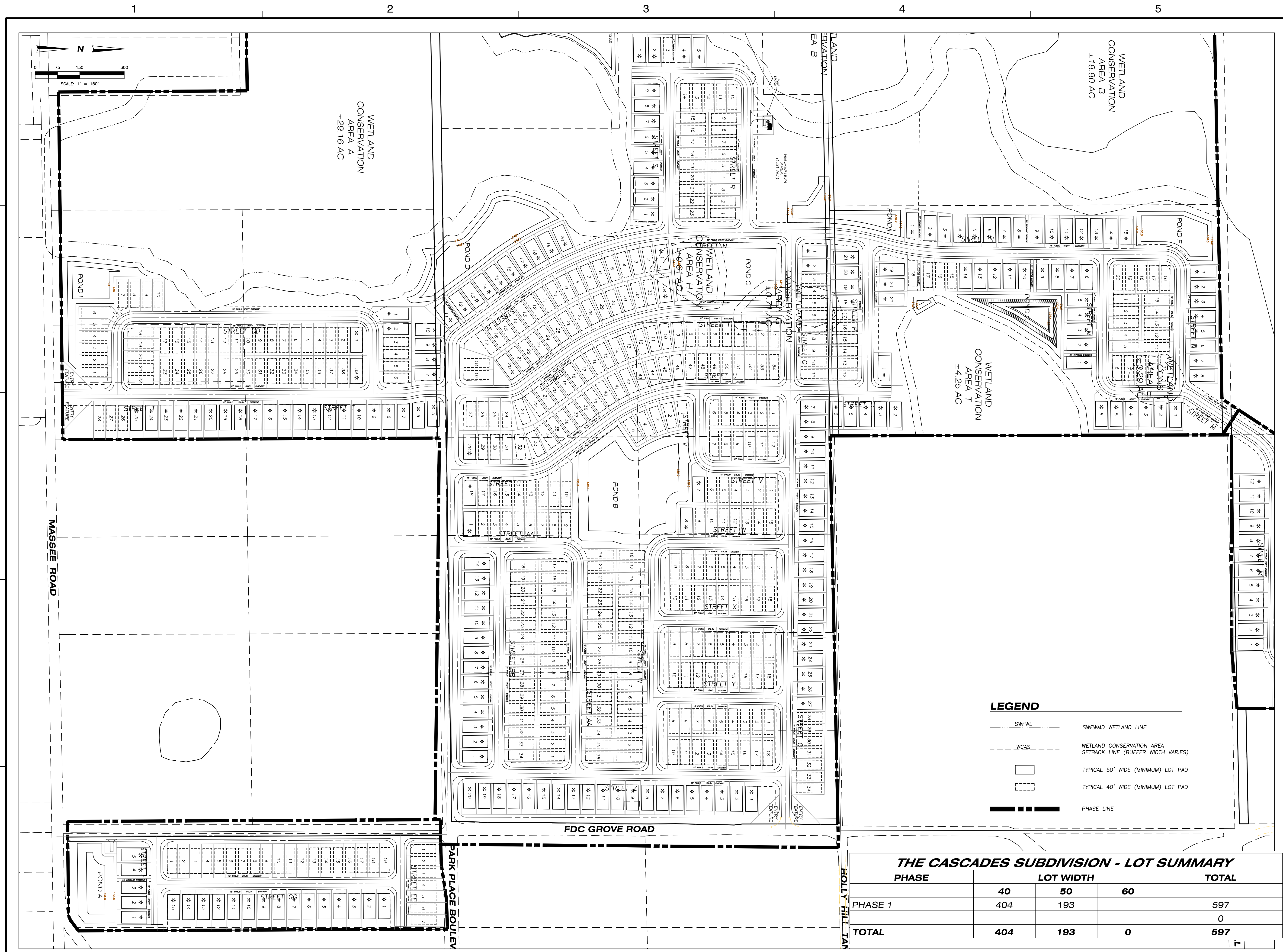
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CASCADES PHASE 1

PROJECT NO. 50137547

3 OF 4

SHEET NO.







WESTSIDE HAINES  
CITY CDD

HAINES CITY, FL

SEAL

## KEY PLAN

SCALE NORTH

[illegible]

NO.	DATE	BY	DESCRIPTION
REVISIONS			

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DRAWN BY MJB

APPROVED BY RM

CHECKED BY RM

DATE 03/22/21

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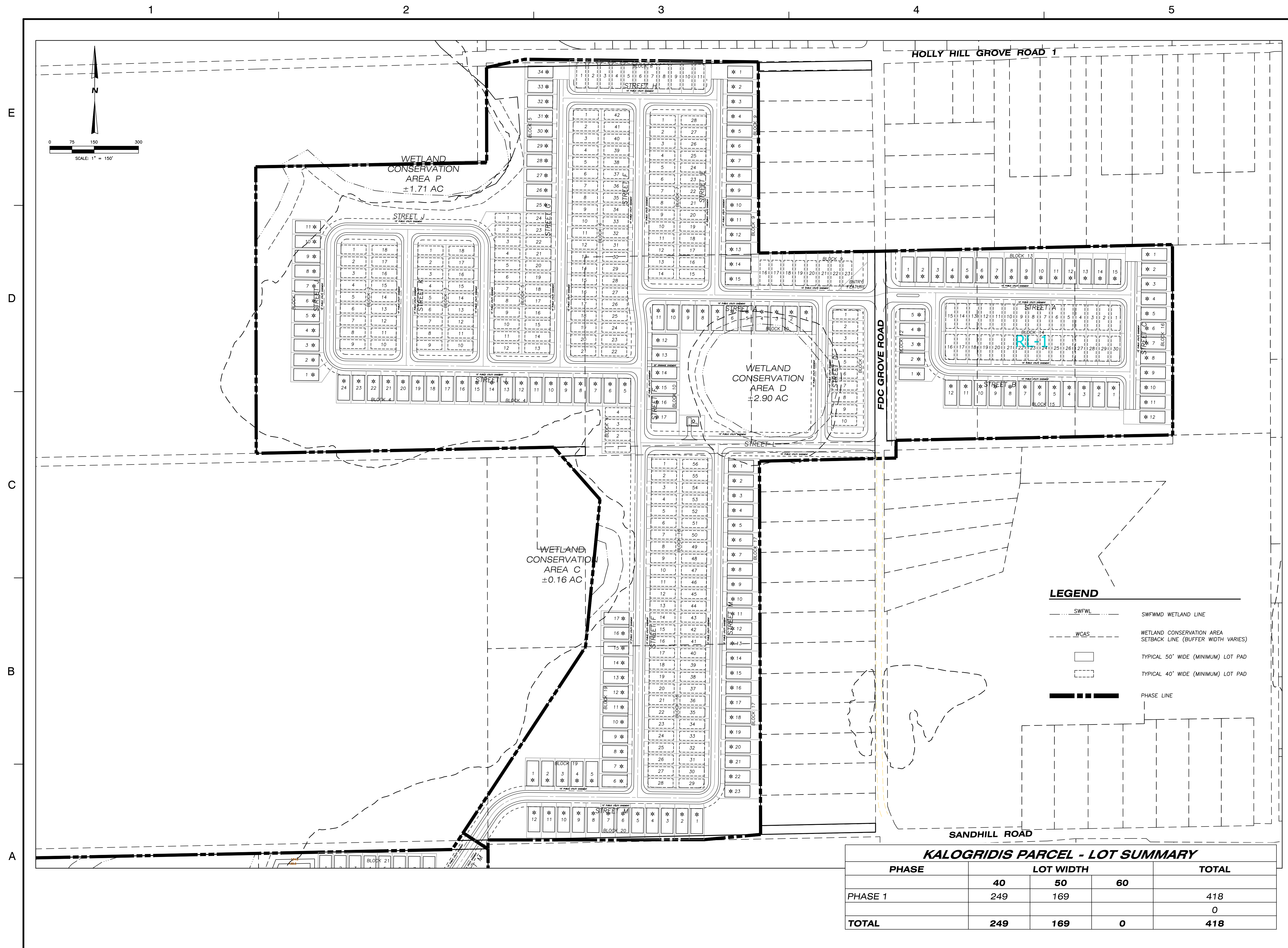
TITLE

CASCADES PHASES  
2 & 3

PROJECT NO. 50137547

4 OF 4

SHEET NO.



KALOGRIDIS PARCEL - LOT SUMMARY				
PHASE	LOT WIDTH			TOTAL
	40	50	60	
PHASE 1	249	169		418
				0
<b>TOTAL</b>	<b>249</b>	<b>169</b>	<b>0</b>	<b>418</b>

## SECTION 4

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

Roy Van Wyk, Esq.  
HOPPING GREEN & SAMS, P.A.  
Post Office Box 6526  
Tallahassee, Florida 32314

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**DECLARATION OF CONSENT TO JURISDICTION OF  
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
AND TO IMPOSITION OF SPECIAL ASSESSMENTS**

**(ASSESSMENT AREA ONE 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 “Assessment Area One”), located within the boundaries of the Westside Haines City 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 March 18, 2021, 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 Polk County Board of County Commissioners (“**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. 21-017, enacted by the County and effective on March 18, 2021, was duly and properly adopted by the County in compliance with all applicable requirements of law; (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 March 18, 2021, 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 “Assessment Area One Special Assessments”) imposed by, but not limited to, Resolutions 2021-25, 2021-26, 2021-29, and 2021-35 (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 Assessment Area One Special Assessments, and the Assessment Area One 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 Assessment Area One 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 Assessment Area One Special Assessments in full at any time or in part one time, but with interest, under the circumstances set forth in the Assessment Resolutions of the District levying the Assessment Area One Special Assessments.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Assessment Area One Special Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the Westside Haines City Community Development District Special Assessment Bonds, Series 2021 (Assessment Area One Project), in the principal amount of \$19,810,000 (the "Assessment Area One Bonds"), or securing payment thereof and all other documents and certifications relating to the issuance of the Assessment Area One 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 Assessment Area One Special Assessments or claims of invalidity, deficiency or unenforceability of the Assessment Area One 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 Assessment Area One Special Assessments collected by mailed notice of the District, such unpaid Assessment Area One Special Assessments and future Assessment Area One 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 Assessment Area One Special Assessments or the Assessment Area One 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 Assessment Area One 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]

EFFECTIVE THIS 19<sup>th</sup> day of July 2021.

IN WITNESS WHEREOF, Landowner and the District have caused this Consent 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]

\_\_\_\_\_  
Gary Price, 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 \_\_\_\_\_, 2021, by Gary Price, as Manager of  
GLK Real Estate, LLC.

[notary seal]

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

## **EXHIBIT A – LEGAL DESCRIPTION OF ASSESSMENT AREA ONE**

## SECTION 5

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

(This space reserved for Clerk)

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

---

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF  
DEVELOPMENT RIGHTS RELATING TO THE  
ASSESSMENT AREA ONE PROJECT**

**THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE ASSESSMENT AREA ONE PROJECT** (“Assignment”) is made this 19<sup>th</sup> day of July 2021, by and between:

**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Haines City, 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 of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 32060, and its successors and assigns (the “Landowner” and, together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, Landowner is the majority owner and the developer of that certain real property within the District as more particularly described in **Exhibit A**, attached hereto and incorporated herein (“Assessment Area One”); and

**WHEREAS**, the District proposes to issue its \$19,810,000 Westside Haines City Community Development District Special Assessment Bonds, Series 2021 (Assessment Area One Project) (“Assessment Area One Bonds”), to finance certain improvements which will benefit all of Assessment Area One; and

**WHEREAS**, among the security for the repayment of the Assessment Area One Bonds are the debt special assessments levied against Assessment Area One (“Assessment Area One Special Assessments”); and

**WHEREAS**, the Parties intend that Assessment Area One will be platted and fully developed into a total of 226 townhomes and 321 single family residential units (together, the “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 *Westside Haines City Community Development District Engineer’s Report*, dated March 29,

2021, (the “Engineer’s Report”) and in the *Master Assessment Methodology* dated March 29, 2021, as supplemented by that *Supplemental Assessment Methodology – Assessment Area One*, dated July 7, 2021 (together, the “Assessment Methodology”), all of such Lots and associated improvements being referred to herein as the “Development”; and

**WHEREAS**, the Development which is being partially financed with the proceeds of the Assessment Area One Bonds is described as Brentwood Phase 1, Cascades Phase 1A and 1B, and Cascades Phase 2 in the Engineer’s Report and is referred to as the “Assessment Area One Project”; and

**WHEREAS**, the failure to achieve Development Completion may increase the likelihood that the purchasers of the Assessment Area One Bonds will not receive the full benefit of their investment in the Assessment Area One Bonds; and

**WHEREAS**, during the period in which the Development is being developed and the Assessment Area One Project has yet to reach Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the Assessment Area One Special Assessments securing the Assessment Area One Bonds; and

**WHEREAS**, in the event of default in the payment of the Assessment Area One Special Assessments securing the Assessment Area One Bonds, or in the payment of a True-Up Obligation (as defined in the *Agreement by and between the Westside Haines City Community Development District and GLK Real Estate, LLC Regarding True-Up as to Assessment Area One Special Assessments*, dated July 19, 2021), *Agreement by and between the Westside Haines City Community Development District and Lennar Homes, LLC Regarding True-Up as to Assessment Area One Special Assessments*, dated July 19, 2021, 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 June 1, 2021 (the “Master Indenture”), as supplemented by that *First Supplemental Trust Indenture* dated as of June 1, 2021 (the “First Supplemental Indenture” and, together with the Master Indenture, the “Indenture”), pursuant to which the Assessment Area One Bonds are being issued, and the other Agreements being entered into by Landowner concurrent herewith with respect to the Assessment Area One Bonds and the Assessment Area One 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 Assessment Area One 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 Assessment Area One Project, and the Landowner's rights as declarant of any property owner or homeowner association with respect to Assessment Area One 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 Assessment Area One Special Assessments levied against the Assessment Area One Project 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 Assessment Area One 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 Assessment Area One Project which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to the City of Haines City, 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 Assessment Area One Project or the construction of improvements within the Assessment Area One Project, or off-site to the extent such off-site improvements are necessary or required to complete the Assessment Area One Project;

**(vi)** Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Assessment Area One Project or the construction of improvements within the Assessment Area One 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 Assessment Area One 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 Assessment Area One Special Assessments levied against the portion of Assessment Area One owned by the 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 Assessment Area One 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 the Assessment Area One Project 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 Assessment Area One Project shall subject any and all affiliates or successors-in-interest of Landowner as to the Assessment Area One Project or any portion thereof, to this Assignment to the extent of the portion of the Assessment Area One Project 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 Assessment Area One 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 Assessment Area One 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 Assessment Area One Project 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, as the District's sole and exclusive remedies 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 Assessment Area One Project 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 in this Assignment.

**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 Assessment Area One 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 Assessment Area One 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.

*[Signature pages follow]*

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]

\_\_\_\_\_  
Gary Price, 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 \_\_\_\_\_, 2021, by Gary Price, 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:

**WESTSIDE HAINES CITY  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Lauren O. Schwenk  
Vice 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 \_\_\_\_\_, 2021, by Lauren O. Schwenk, as Vice Chairperson of the Board of Supervisors of Westside Haines City Community Development District.

[notary seal]

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

**Exhibit A:** Legal Description of the Assessment Area One

**ACKNOWLEDGEMENT OF ASSIGNMENT**, Lennar Homes, LLC on behalf of itself, its successors, and assigns acknowledges, agrees, and relinquishes any claim it may have to the development rights for the Assessment Area One Project contemplated under this Agreement.

WITNESSES:

**LENNAR HOMES, LLC**,  
a Florida limited liability company.

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

BY: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
[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 \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Lennar Homes, 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 ASSESSMENT AREA ONE**

## SECTION VII

# SECTION A

**ASSIGNMENT OF CONTRACTOR AGREEMENT**  
**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT (AKA CASCADES**  
**PHASE 1AA) MASTER INFRASTRUCTURE PROJECT**

Assignor: GLK Real Estate, LLC (“**Assignor**”)  
Owner/Assignee: Westside Haines City Community Development District (“**Assignee**” or “**District**”)  
Contractor: QGS Development, Inc. (“**Contractor**”)  
Contract: Westside Haines City Contractor Agreement for Master Infrastructure Improvements of “Cascades Phase 1AA” (“**Contractor Agreement**” or “**Project**”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the \_\_\_\_ day of \_\_\_\_\_, 2021.

QGS DEVELOPMENT, INC.

**WESTSIDE HAINES CITY COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Warren K. “Rennie” Heath II  
Title: Chairperson

GLK REAL ESTATE, LLC

By: \_\_\_\_\_  
Printed Name: Lauren O. Schwenk  
Title: Manager

**EXHIBITS:**

- Developer’s Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
  - Scrutinized Companies Statement
  - Public Entity Crimes Statement
  - Trench Safety Compliance Act Statement
  - Discrimination Statement



**DEVELOPER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT  
WESTSIDE HAINES CITY ("CASCADES – PHASE 1AA")  
MASTER INFRASTRUCTURE PROJECT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, personally appeared Lauren O. Schwenk of GLK Real Estate, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, Lauren O. Schwenk, serve as Manager for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Westside Haines City Community Development District ("**District**") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("**Contractor Agreement**") between Developer and QGS Development, Inc. ("**Contractor**"), dated \_\_\_\_\_, and attached hereto as **Exhibit A**,   X   was competitively bid prior to its execution or \_\_\_\_\_ is below the applicable bid thresholds and was not required to be competitively prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes* (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has   X   furnished or will furnish a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or \_\_\_\_\_ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*.
- (vi) Developer   X   represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or \_\_\_\_\_ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that there are no payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are outstanding and no disputes under the Contractor Agreement exist.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

**GLK REAL ESTATE, LLC**  
**a Florida limited liability company**

By: \_\_\_\_\_

Printed Name: Lauren O. Schwenk

Title: 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 \_\_\_\_\_, 2021 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

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
("CASCADES – PHASE 1AA")  
MASTER INFRASTRUCTURE PROJECT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, QGS Development, Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The agreement ("**Contractor Agreement**") between GLK Real Estate, LLC. and Contractor dated June 25, 2021, has been assigned to the Westside Haines City Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
  - a.   X   Contractor has or will furnish and record a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  - b.        Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

**QGS DEVELOPMENT, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, as \_\_\_\_\_ of QGS Development, Inc., on behalf of the company.

[notary seal]

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

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)  
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
 (“CASCADES – PHASE 1A”)  
MASTER INFRASTRUCTURE PROJECT**

**1. ASSIGNMENT.** This Addendum applies to that certain *Agreement between Owner and Contractor for Construction Contract (Stipulated Price)* dated June 25, 2021 (“**Contract**”) between the Westside Haines City Community Development District (“**District**”) and QGS Development, Inc. (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

**2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, the Contractor shall execute, deliver to the District, and record in the public records of Polk County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

**3. INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**4. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

**5. RETAINAGE.** The following provision addresses the holding of retainage under the Contract:

Prior to 50 percent completion of the construction services purchased pursuant to the Contract, the Owner may withhold from each progress payment made to the Contractor an amount not exceeding 5 percent of the payment. After 50 percent completion of the construction services, the Contractor may present a payment request for up to one half of the retainage held, less such amounts as may be withheld pursuant to this Contract or applicable law. After 50 percent completion of the construction services, and until final completion and acceptance of the Work by Owner, the Owner shall reduce to 2.5 percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. Five percent of the contract price will be retained until final completion, acceptance of the Work, and final payment to the Contractor.

**6. INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Three Million Dollars (\$3,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**7. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax-exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-

exempt purchase by a governmental entity, then the District will be responsible for any tax, penalties and interest determined to be due.

- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**8. PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's



custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O JILL BURNS, GOVERNMENTAL MANAGEMENT SERVICES CENTRAL FLORIDA, LLC, 219 E. LIVINGSTON ST. ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND JBURNS@GMSCFL.COM**

**9. SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**10. NOTICES.** Notices provided to the District pursuant to the Contract shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the following individuals:

District:	Westside Haines City Community Development District Governmental Management Services Central Florida, LLC 219 E. Livingston St. Orlando, Florida 32801 Attn: District Manager
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With a copy to:	Hopping Green & Sams, P.A. 119 South Monroe, Suite 300 Tallahassee, Florida 32301 Attn: District Counsel
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**11. SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

**12. PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

**13. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

**14. DISCRIMINATION STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

**15. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**16. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

*{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}*

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

**QGS DEVELOPMENT, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Witness

**WESTSIDE HAINES CITY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

By: Warren K. "Rennie" Heath II  
Its: Chairperson

\_\_\_\_\_  
Print Name of Witness

**Exhibit A:** Scrutinized Companies Statement  
**Exhibit B:** Public Entity Crimes Statement  
**Exhibit C:** Trench Safety Act Statement  
**Exhibit D:** Discrimination Statement

## EXHIBIT A

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,  
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR  
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM  
ENERGY SECTOR LIST**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Westside Haines City Community Development District  
by \_\_\_\_\_ (print individual's name). I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ (print individual's title) for QGS Development Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor. Contractor's business address is: \_\_\_\_\_.
2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, *Florida Statutes*, or that has business operations in Cuba or Syria is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Westside Haines City Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.
4. The entity will immediately notify the Westside Haines City Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Signature by authorized representative of Proposer

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of QGS Development, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_

## EXHIBIT B

### **SWORN STATEMENT ON PUBLIC ENTITY CRIMES** **PURSUANT TO SECTION 287.133(2)(a), FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Westside Haines City Community Development District.
2. I, \_\_\_\_\_ (print individual's name) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ (print individual's title) for QGS Development, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is \_\_\_\_\_  
\_\_\_\_\_
4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
  
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes* any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

[CONTINUE ON NEXT PAGE]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of QGS Development, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_



## EXHIBIT C

### **WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT** **TRENCH SAFETY ACT COMPLIANCE STATEMENT**

#### **INSTRUCTIONS**

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

#### **CERTIFICATION**

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Contractor: **QGS Development, Inc.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of **QGS Development, Inc.**, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_

**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
Project Total			

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of **QGS Development, Inc.**, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

## EXHIBIT D

### **WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT** **SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,** **ON DISCRIMINATION**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Westside Haines City Community Development District.
2. I, \_\_\_\_\_ (print individual's name) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ (print individual's title) for QGS Development, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is \_\_\_\_\_  
\_\_\_\_\_
4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
  
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of an entity that discriminated; or
  - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity
9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on

leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- \_\_\_\_ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.
- \_\_\_\_ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

\_\_\_\_\_  
Signature by authorized representative of Proposer

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of QGS Development, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_

## SECTION B

**ASSIGNMENT OF CONTRACTOR AGREEMENT**  
**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT (AKA CASCADES**  
**PHASE 1B) MASTER INFRASTRUCTURE PROJECT**

Assignor: GLK Real Estate, LLC (“**Assignor**”)  
Owner/Assignee: Westside Haines City Community Development District (“**Assignee**” or  
“**District**”)  
Contractor: Tucker Paving, Inc. (“**Contractor**”)  
Contract: Westside Haines City Contractor Agreement for Master Infrastructure  
Improvements of “Cascades Phase 1B” (“**Contractor Agreement**” or “**Project**”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the \_\_\_\_ day of \_\_\_\_\_, 2021.

TUCKER PAVING, INC.

**WESTSIDE HAINES CITY COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Warren K. “Rennie” Heath II  
Title: Chairperson

GLK REAL ESTATE, LLC

By: \_\_\_\_\_  
Printed Name: Lauren O. Schwenk  
Title: Manager

**EXHIBITS:**

- Developer’s Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
  - Scrutinized Companies Statement
  - Public Entity Crimes Statement
  - Trench Safety Compliance Act Statement
  - Discrimination Statement

**DEVELOPER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT  
WESTSIDE HAINES CITY ("CASCADES – PHASE 1B")  
MASTER INFRASTRUCTURE PROJECT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, personally appeared Lauren O. Schwenk of GLK Real Estate, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, Lauren O. Schwenk, serve as Manager for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Westside Haines City Community Development District ("**District**") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("**Contractor Agreement**") between Developer and Tucker Paving, Inc. ("**Contractor**"), dated \_\_\_\_\_, and attached hereto as **Exhibit A**,   X   was competitively bid prior to its execution or \_\_\_\_\_ is below the applicable bid thresholds and was not required to be competitively bid prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes* (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has   X   furnished or will furnish a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or \_\_\_\_\_ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*.
- (vi) Developer   X   represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or \_\_\_\_\_ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that there are no payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are outstanding and no disputes under the Contractor Agreement exist.



Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

**GLK REAL ESTATE, LLC**  
**a Florida limited liability company**

By: \_\_\_\_\_

Printed Name: Lauren O. Schwenk

Title: 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 \_\_\_\_\_, 2021 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

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
("CASCADES – PHASE 1B")  
MASTER INFRASTRUCTURE PROJECT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tucker Paving, Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The agreement ("**Contractor Agreement**") between GLK Real Estate, LLC. and Contractor dated \_\_\_\_\_, 2021, has been assigned to the Westside Haines City Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
  - a.   X   Contractor has or will furnish and record a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  - b. \_\_\_\_\_ Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

**TUCKER PAVING, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, as \_\_\_\_\_ of Tucker Paving, Inc., on behalf of the company.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)

Name:

Personally Known

OR Produced Identification

Type of Identification

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)  
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
 (“CASCADES – PHASE 1B”)  
MASTER INFRASTRUCTURE PROJECT**

**1. ASSIGNMENT.** This Addendum applies to that certain *Agreement between Owner and Contractor for Construction Contract (Stipulated Price)* dated \_\_\_\_\_, 2021 (“**Contract**”) between the Westside Haines City Community Development District (“**District**”) and Tucker Paving, Inc. (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

**2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, the Contractor shall execute, deliver to the District, and record in the public records of Polk County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

**3. INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**4. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

**5. RETAINAGE.** The following provision addresses the holding of retainage under the Contract:

Prior to 50 percent completion of the construction services purchased pursuant to the Contract, the Owner may withhold from each progress payment made to the Contractor an amount not exceeding 5 percent of the payment. After 50 percent completion of the construction services, the Contractor may present a payment request for up to one half of the retainage held, less such amounts as may be withheld pursuant to this Contract or applicable law. After 50 percent completion of the construction services, and until final completion and acceptance of the Work by Owner, the Owner shall reduce to 2.5 percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. Five percent of the contract price will be retained until final completion, acceptance of the Work, and final payment to the Contractor.

**6. INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Three Million Dollars (\$3,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**7. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax-exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-

exempt purchase by a governmental entity, then the District will be responsible for any tax, penalties and interest determined to be due.

- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**8. PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's

custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O JILL BURNS, GOVERNMENTAL MANAGEMENT SERVICES CENTRAL FLORIDA, LLC, 219 E. LIVINGSTON ST. ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND JBURNS@GMSCFL.COM**

**9. SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**10. NOTICES.** Notices provided to the District pursuant to the Contract shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the following individuals:

District:	Westside Haines City Community Development District Governmental Management Services Central Florida, LLC 219 E. Livingston St. Orlando, Florida 32801 Attn: District Manager
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With a copy to:	Hopping Green & Sams, P.A. 119 South Monroe, Suite 300 Tallahassee, Florida 32301 Attn: District Counsel
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**11. SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

**12. PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.



**13. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

**14. DISCRIMINATION STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

**15. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**16. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

*{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}*

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

**TUCKER PAVING, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Witness

**WESTSIDE HAINES CITY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

By: Warren K. "Rennie" Heath II  
Its: Chairperson

\_\_\_\_\_  
Print Name of Witness

**Exhibit A:** Scrutinized Companies Statement  
**Exhibit B:** Public Entity Crimes Statement  
**Exhibit C:** Trench Safety Act Statement  
**Exhibit D:** Discrimination Statement

## EXHIBIT A

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,  
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR  
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM  
ENERGY SECTOR LIST**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Westside Haines City Community Development District  
by \_\_\_\_\_ (print individual's name). I am over  
eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the  
capacity of \_\_\_\_\_ (print individual's title)  
for QGS Development Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of  
Contractor. Contractor's business address is: \_\_\_\_\_  
\_\_\_\_\_.
2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that,  
at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on  
the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in  
the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, *Florida Statutes*, or that has  
business operations in Cuba or Syria is ineligible for, and may not bid on, submit a proposal for, or enter  
into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal  
to the Westside Haines City Community Development District, neither the entity, nor any of its officers,  
directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized  
Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran  
Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.
4. The entity will immediately notify the Westside Haines City Community Development District in writing if  
either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is  
placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies  
with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Signature by authorized representative of Proposer

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_  
\_\_\_\_\_, as \_\_\_\_\_ of Tucker Paving, Inc., who is personally  
known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take  
an oath.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_

## EXHIBIT B

### **SWORN STATEMENT ON PUBLIC ENTITY CRIMES** **PURSUANT TO SECTION 287.133(2)(a), FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Westside Haines City Community Development District.
2. I, \_\_\_\_\_ (print individual's name) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ (print individual's title) for Tucker Paving, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is \_\_\_\_\_  
\_\_\_\_\_
4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
  
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes* any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

[CONTINUE ON NEXT PAGE]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_  
\_\_\_\_\_, as \_\_\_\_\_ of Tucker Paving, Inc., who is personally  
known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take  
an oath.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_

## EXHIBIT C

### **WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT** **TRENCH SAFETY ACT COMPLIANCE STATEMENT**

#### **INSTRUCTIONS**

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

#### **CERTIFICATION**

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Contractor: **Tucker Paving, Inc.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of **Tucker Paving, Inc.**, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_



**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
Project Total			

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of **Tucker Paving, Inc.**, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

## EXHIBIT D

### **WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT** **SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,** **ON DISCRIMINATION**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Westside Haines City Community Development District.
2. I, \_\_\_\_\_ (print individual's name) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ (print individual's title) for Tucker Paving, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is \_\_\_\_\_  
\_\_\_\_\_
4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
  
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of an entity that discriminated; or
  - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity
9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on

leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

\_\_\_\_ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

\_\_\_\_\_  
Signature by authorized representative of Proposer

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Tucker Paving, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_

## SECTION VIII

Prepared By and Return To

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

**TEMPORARY CONSTRUCTION AND**  
**ACCESS EASEMENT AGREEMENT**  
**(                    PHASE                    )**

**THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between \_\_\_\_\_, a Florida limited liability company, whose address is 346 E. Central Avenue, Winter Haven, Florida 33880 (“**Grantor**”) in favor of **WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services Central Florida, LLC, 219 E. Livingston St., Orlando, Florida 32801 (“**Grantee**” or the “**District**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

**WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee simple of certain real property located in the District, identified as \_\_\_\_\_, being more particularly described on **Exhibit “A”** attached hereto, and by this reference incorporated herein (the “**Easement Area**”); and

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

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

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

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

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

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

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

5. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal,

state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, Florida Statutes, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

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

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

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

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

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

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

12. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth



herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Polk County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

**[SIGNATURES CONTAINED ON FOLLOWING PAGES]**

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

**“GRANTOR”**

WITNESSES:

\_\_\_\_\_, a Florida  
limited liability company

By: \_\_\_\_\_

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
as \_\_\_\_\_

\_\_\_\_\_  
[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 \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of the company.

\_\_\_\_\_  
(Official Notary Signature & Seal)

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

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

**“GRANTEE”**

**WESTSIDE HAINES CITY  
COMMUNITY DEVELOPMENT  
DISTRICT**, a local unit of special-purpose  
government established pursuant to Chapter  
190, Florida Statutes

Signed, sealed and delivered  
in the presence of:

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

\_\_\_\_\_  
Vice Chairperson, Board of Supervisors

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

**STATE OF FLORIDA  
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Lauren O. Schwenk, as Vice  
Chairperson of the Board of Supervisors of the Westside Haines City Community Development  
District.

\_\_\_\_\_  
(Official Notary Signature & Seal)

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

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

## **Exhibit A**

### **Parcel Details: 27-26-19-705000-020150**

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACTS 15 & 16 IN SE1/4 LESS RD R/W PER MB 17 PG 93-99  
& LESS ADDNL RD R/W PER MB 18 PG 43-61

### **Parcel Details: 27-26-19-705000-020140**

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACT 14 IN SE1/4 LESS RD R/W PER MB 17 PG 93-99

### **Parcel Details: 27-26-19-705000-020130**

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACT 13 IN SE1/4 LESS RD R/W PER MB 17 PG 93-99

## SECTION IX

**CONSTRUCTION FUNDING AGREEMENT BETWEEN  
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT AND  
GLK REAL ESTATE, LLC  
(CASCADES PHASE 1A, CASCADES PHASE 1B, CASCADES PHASE 2, AND BRENTWOOD PHASE 1)**

**THIS AGREEMENT** ("Agreement") is made and entered into this 15<sup>th</sup> day of July 2021, by and between:

**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Haines City and unincorporated Polk County, Florida, with a mailing address of c/o Governmental Management Services-Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter "District"), and

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

**RECITALS**

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

**WHEREAS**, the Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District known as Cascades Phase 1A, Cascades Phase 1B, Cascades Phase 2, and Brentwood Phase 1 (hereinafter, the "Development") upon which the District's improvements have been or will be made; and

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

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

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

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

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

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

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

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

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

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



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

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

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

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

**A. If to District:** Westside Haines City Community Development District  
c/o Governmental Management Services –  
Central Florida, LLC  
219 E. Livingston St.  
Orlando, Florida 32801  
Attn: District Manager

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

**B. If to Developer:** 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, S.W.  
Winter Haven, Florida 33883  
Attn: Richard Straughn

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business

days. Counsel for the parties may deliver Notice on behalf of the party he/she represents. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

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

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

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

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

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

*[Signatures on next page]*

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

ATTEST:

**WESTSIDE HAINES CITY COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Vice/Chairperson, Board of Supervisors

WITNESS:

**GLK REAL ESTATE, LLC,**  
a Florida limited liability company

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

\_\_\_\_\_  
By: Gary Price  
Its: Manager

**Exhibit A:**     Engineer's Report, dated March 20, 2021

A horizontal bar composed of three colored segments: green, orange, and blue.

# **Westside Haines City Community Development District**

**Engineer's Report**

March 29, 2021

**SUBMITTED BY:**

**Dewberry Engineers Inc.**  
800 North Magnolia Avenue  
Suite 1000  
Orlando, Florida 32803  
407-843-5120

# TABLE OF CONTENTS

<b>Introduction.....</b>	<b>2</b>
<b>Purpose and Scope .....</b>	<b>4</b>
<b>The Development .....</b>	<b>4</b>
<b>Capital Improvements .....</b>	<b>4</b>
Stormwater Management Facilities .....	5
Public Roadways .....	5
Water and Wastewater Facilities .....	6
Off-Site Improvements .....	6
Amenities and Parks .....	6
Electric Utilities and Lighting .....	6
Entry Features.....	6
Miscellaneous.....	7
Permitting .....	7
<b>Recommendation.....</b>	<b>8</b>
<b>Report Modification .....</b>	<b>8</b>
<b>Summary and Conclusion .....</b>	<b>8</b>
<b>Engineer's Certification .....</b>	<b>8</b>
<b>List of Exhibits</b>	
Aerial Location Map .....	Exhibit 1
Legal Description .....	Exhibit 2
District Boundary Map .....	Exhibit 3
Land Use Map .....	Exhibit 4
Zoning Map .....	Exhibit 5
Utility Location Map and Drainage Flow Pattern Map.....	Exhibit 6
Summary of Opinion of Probable Cost .....	Exhibit 7
Summary of District Facilities.....	Exhibit 8
Overall Site Plan .....	Exhibit 9

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.

# Westside Haines City Community Development District

## INTRODUCTION

The Westside Haines City Community Development District (the "District" or "CDD") is located on the west side of US Highway 27 (SR 25) from the Minute Maid Ramp Road, south crossing Holly Hill Grove Road 1, 2, and 3 to the southern boundary of Massee Road. The District also crosses Holly Hill Tank Road to the west of FDC Grove Road. The District is located with the city limits of Haines City, Florida ("City") and the unincorporated area of Polk County ("County"). The District currently contains approximately 613.43 acres and is expected to consist of 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages.

The CDD was established under County Ordinance No. 21-017, which was approved by the Polk County Commission or City of Haines City on March 17, 2021, and became effective on March 15, 2021. The District will own and operate the public roadways, utilities systems, and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

The Master Developer ("Developer") GLK Real Estate LLC is based in Winter Haven, Florida. The Development is approved as a Planned Development (PD) for Residential Units and is divided into three (3) villages: Brentwood, Cascades, and Wynnstone. A land use summary is presented in Table 1.

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, county, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development, an overall estimate of the probable cost of the public improvements are provided in Exhibit 7 of this report.

The Capital Improvement Plan ("CIP" or this "Engineer's 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 any modifications will not diminish the benefits to 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 a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

TABLE 1	AREA
Master Stormwater System	49.14
Residential Land (Single-Family and Townhomes Lots)	240.91
Roadways Infrastructure & Public Facilities	95.29
Lakes	5.09
Amenity Center	2.09
Open Space/Conservation Areas/Parks	220.91
<b>TOTAL</b>	<b>613.43</b>

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.

TABLE 2 PHASING SUMMARY		
PHASE	NO. UNITS	AREA(AC)
Cascades 1	597	
Cascades 2	74	
Cascades 3	344	
Brentwood 1	226	
Brentwood 2	124	
Brentwood 3	122	
Brentwood 4	224	
Brentwood 5	248	
Wynnstone 1	305	
Wynnstone 2	284	
Wynnstone 3	204	
Amenity/Recreational Parcel		
Infrastructure Roadways		
Ponds/Lake/Stormwater Conservation/Open space		
<b>TOTAL – Westside Haines City CDD</b>	<b>2,752</b>	<b>613.43</b>

TABLE 3 LOT TYPES			
PHASE	LOT TYPE	UNITS	AREA (AC)
<b>Cascades 1</b>	40-ft Lots	404	
	50-ft Lots	193	
<b>Cascades 2</b>	40-ft Lots	30	
	50-ft Lots	44	
<b>Cascades 3</b>	40-ft Lots	219	
	50-ft Lots	125	
<b>Brentwood 1</b>	Townhomes	226	
<b>Brentwood 2</b>	Townhomes	124	
<b>Brentwood 3</b>	Townhomes	122	
<b>Brentwood 4</b>	Townhomes	224	
<b>Brentwood 5</b>	Townhomes	248	
<b>Wynnstone 1</b>	40-ft Lots	273	
	50-ft Lots	32	
<b>Wynnstone 2</b>	40-ft Lots	1	
	50-ft Lots	283	
<b>Wynnstone 3</b>	40-ft Lots	204	
<b>TOTAL LOTS IN THE DISTRICT</b>		<b>2,752</b>	<b>613.43</b>

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 the 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.

COMPANY CONFIDENTIAL AND PROPRIETARY: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this proposal.



All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will be dedicated to the County or the City for ownership and maintenance upon completion. The southeastern 46 lots in Cascades Phase 1 will have a private lift station maintained by the CDD and will connect to Haines City's water and sewer service.

## PURPOSE AND SCOPE

The purpose of this report is to provide engineering support for the funding of the proposed improvements within the District. This report will identify the proposed public infrastructure to be constructed or acquired by the District along with an Opinion of Probable Construction Costs. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

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 to prepare this Engineer's Report.

## THE DEVELOPMENT

The development will consist of a total of 2,752 residential units and associated infrastructure. The development is a planned residential community located West of US Highway 27 (SR 25) and consisting of 613.43 acres from the northern boundary around Minute Main Ramp Road 1 and extending south to the southern boundary located around Mossee Road. The District is located within Polk County and the City of Haines City. The land use for the District is planned unit development. The development is zoned RL-1, RL-2, RL-3, and RM within the city limits and zoned RMX and ECX within the unincorporated area of Polk County. The development will be constructed in three (3) villages and have up to eleven (11) phases.

## CAPITAL IMPROVEMENTS

The CIP consists of public infrastructure in each village and each phase of said village. The primary portions of the CIP will provide for stormwater pond construction, roadways built to an urban roadway typical section, water, and sewer facilities including three (3) lift stations and one (1) regional lift station, and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP that will outfall into the various on-site stormwater 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 as well as the 4 (four) lift stations serving the project. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District. Installation of streetlights and power within the public rights-of-way or easements will be funded by the District.

As a part of the recreational component of the CIP, there are various amenity centers within the development and specifically for each of the villages of the development. There are four (4) amenity centers: one (1) in the Village of Cascades, one (1) in Wynnstone, and two (2) within Brentwood. The total area of the amenity and recreational parcels is 12.89 acres. There will be conservation areas as well that can serve as passive parks within the various villages and the

development that are available to the public for utilization of the facilities. The amenity centers and recreational areas will have connectivity via sidewalks to the other portions of the District. The amenity centers and recreational areas will be accessed by the public roadways and sidewalks.

## CAPITAL IMPROVEMENT PLAN COMPONENTS

The CIP for the District includes the following:

### Stormwater Management Facilities

Stormwater Management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater treatment systems are regulated by the city, the county, and SWFWMD. There are various conservation areas throughout the District and will be preserved in the existing condition and these will accept stormwater discharges from our ponds as shown on Exhibit 6.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C0225G, effective date December 22, 2016, demonstrates that the property is located within Flood Zones X, A, and AE. Based on this information and the site topography, it appears that 100-year compensation will be done in areas where we will impact existing depressions throughout the development and the 100-year flood volumes will be compensated as it is required by the city, county, and FEMA.

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 the FDEP as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting as required by the National Pollutant Discharge Elimination System (NPDES) General Permit with erosion control, its maintenance, and any rainfall events that occur during construction activity.

### Public Roadways

The proposed public roadway sections include a 24-foot wide roadway consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base and asphalt type roadway wearing surface. The proposed curb is to be 2-feet 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.

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 drinking water system inclusive of water main, gate valves, fire hydrants, and appurtenances will be installed for the District. The water service provider will be Polk County Public Utilities. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within

the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to 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 a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Laterals will branch off from these sewer lines to serve the individual lots. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main that will interconnect three (3) lift stations and all discharge to a master lift station that will pump through a force main that will connect to the city water treatment facility located north of the development.

Polk County Public Utilities will provide the reclaimed water to be used for all irrigation within the CDD. The reclaimed water will be funded by the District and installed onsite within the roadways to provide for irrigation within the public right-of-way or any areas needing irrigation. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrances. The site construction activities associated with the CIP are anticipated to be completed by villages and phases based on the estimated schedule for each village and phase. The schedule is shown on Exhibit 7. Upon completion of each phase within each village, the improvements will be through the required inspections as well as final certifications of completions will be obtained from SWFWMD, Polk County Health Department (water distribution system), FDEP (wastewater collection), and the city/county.

### **Amenities and Parks**

The District will provide funding for an amenity center to include the following: parking areas, pavilion with public restroom facilities, pool, all-purpose playfields, and walking trails between the phases and villages to provide connectivity to the various amenity centers within the CDD. In addition, there will be public passive parks throughout the development, which will include benches and walking trails.

### **Electric Utilities and Lighting**

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund and construct the electric conduit, fund and construct the cost for the under-grounding of the electrical system, transformer/cabinet pads, and electric manholes required by Duke Energy (Duke). Electric facilities will be owned and maintained by Duke after the dedication, with Duke providing underground electrical service to the Development. The CDD presently intends to fund the cost to purchase and install the street lighting along the internal roadways within the CDD. These lights will be operated, and maintained by Duke after the completion, with the District funding maintenance costs.

### **Entry Feature**

Landscaping, irrigation, entry features, and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use reclaimed water or an irrigation well. The well and irrigation water mains to the various phases of the development will be constructed and acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover, and trees for the internal roadways within the CDD. Perimeter fencing will be provided

at the site entrances and perimeters. These items will be funded, owned, and maintained by the CDD. It is noted that the City requires the walls as a buffer the development and thus will be funded together with the landscaping.

## Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report are being financed by the District to benefit 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/residential planned development.

## Permitting

Construction permits for all phases are required and include the SWFWMD ERP, Polk County Health Department, FDEP, and City construction plan approval.

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

Phase 1 – All Villages			
Permits/Approvals	Approval/Expected Date		
	Cascades Phase 1	Cascades Phase 2	Brentwood Townhomes Phase 1
Zoning Approval	Haines City RPUD expected 4/1/21	Haines City RPUD – N/A	N/A
Preliminary Plat	Haines City - 4/1/21	Haines City Preliminary Plat – N/A	N/A
SWFWMD ERP	Expected 04/15/2021	Expected – 5/15/2021	Expected – 4/30/2021
Construction Permits	Expected 4/15/2021	Expected – 5/15/2021	Expected – 4/30/2021
Polk County Health Department Water	Expected 4/30/2021	Expected – 5/30/2021	Expected – 5/15/2021
FDEP Sanitary Sewer General Permit	Expected 4/30/2021	Expected – 5/30/2021	Expected – 5/15/2021
FDEP NOI	Expected 4/30/2021	Expected – 5/30/2021	Expected – 5/15/2021

Other Phases and Villages	
Permits/Approvals	Approval/Expected Date
Zoning Approval	TBO
Preliminary Plat	TBO
SWFWMD ERP	TBO
Polk County Utilities Permits	TBO
Polk County Health Department General Water Distribution Permit	TBO
FDEP Sanitary Sewer General Permit	TBO
FDEP NOI – NPDES	TBO
City of Haines City Construction Permit	TBO

## RECOMMENDATION

As previously explained 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 or will be in accordance with the applicable requirements of the City, the County, and the SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation are 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 the proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD, Polk County, and the City regulations.

## REPORT MODIFICATION

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

## SUMMARY AND CONCLUSION

The improvements as outlined are necessary for the functional development of the Project. The Project is being designed in accordance with current government regulatory requirements. The Project will serve its intended function provided the construction is in substantial compliance with the design. Items of construction for the Project are based upon current development plans.

## ENGINEER'S CERTIFICATION

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 and the value is at least the same as the costs for said improvements. It is noted that all financed property improvements will be located on district owned lands that is or will be at the time of conveyance to the district or subject to a permanent easement in favor of the district or another public governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the county and city. 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.

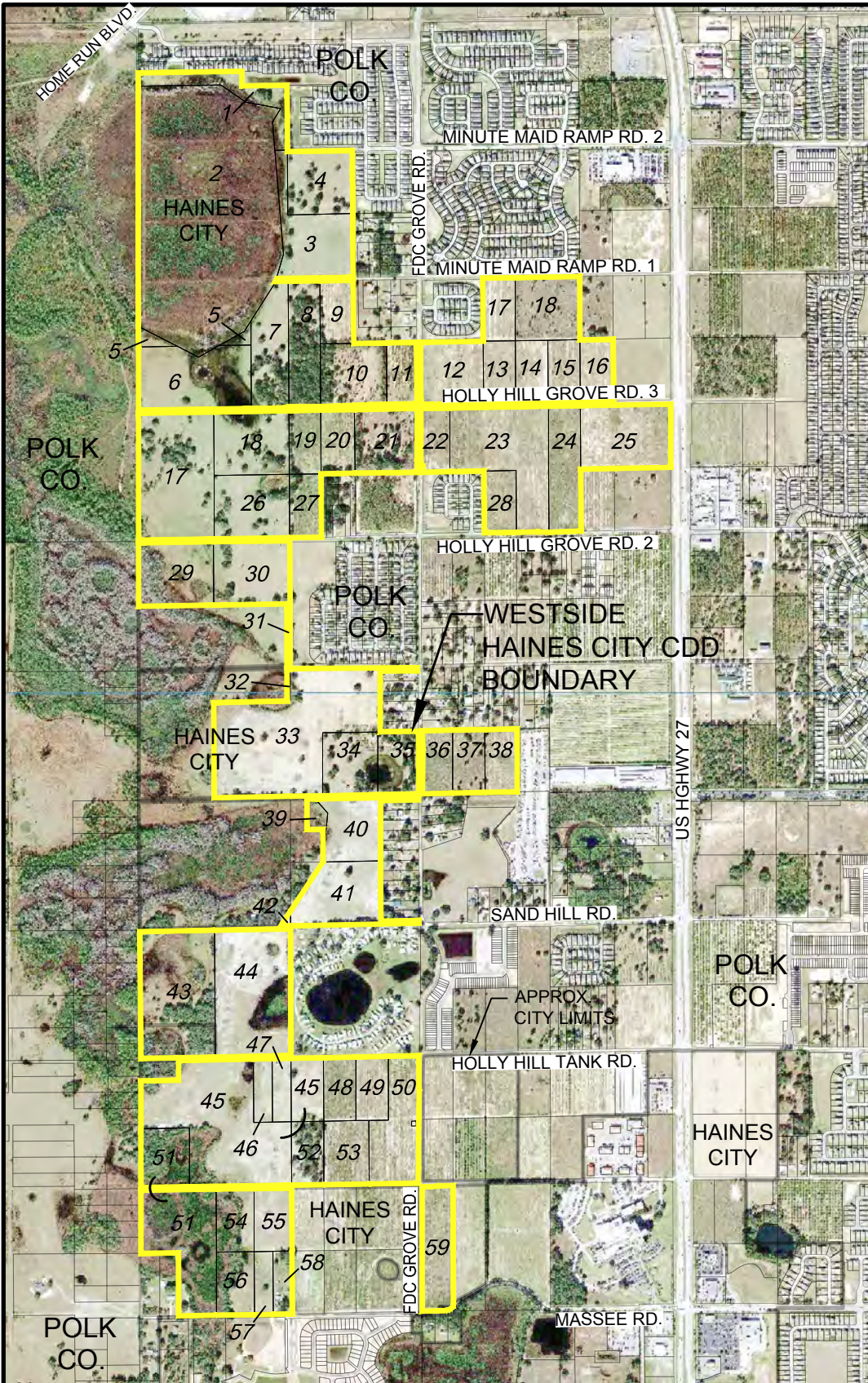
Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the CUP improvements cannot be constructed at the cost described in this report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

I hereby certify that the foregoing is a true and correct copy of the engineer's report for the Westside Haines City Community Development District.

A handwritten signature in blue ink, appearing to read 'RM', is written over a horizontal line.

Reinardo Malavé, P.E.  
Florida License No. 31588





ID NO.	COUNTY PARCEL ID
1	272619705000030012
2	272619705000030171
3	272619705000030201
4	272619705000030210
5	272619704500040011
6	272619704500040141
7	272619704500040041
8	272619705000040050
9	272619705000040060
10	272619705000040101
11	272619705000040090
12	272619705000020150
13	272619705000020140
14	272619705000020130
15	272619705000020120
16	272619705000020110
17	272619705000040170
18	272619705000040190
19	272619705000040210
20	272619705000040220
21	272619705000040230
22	272619705000020171
23	272619705000020180
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25	272619705000020220
26	272619705000040290
27	272619705000040280
28	272619705000020300
29	272630708000030010
30	272630708000030030
31	272630708000030132
32	272630708000030202
33	272630708000030191
34	272630708000030261
35	272630708000030250
36	272630708000010320
37	272630708000010310
38	272630708000010300
39	272630707500040053
40	272630707500040051
41	272630708000040097
42	272630708000040131
43	272630708000040170
44	272630708000040190
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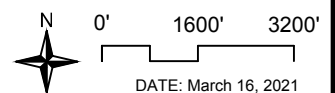
#### LEGEND

- WESTSIDE HAINES CITY CDD
- PARCELS

SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 1 - LOCATION MAP WESTSIDE HAINES CITY CDD

APPROX. CDD BOUNDARY  
AREA - 621.8± AC.





## LEGAL DESCRIPTIONS:

### THORNHILL PARCELS

#### PARCEL 1

**DESCRIPTION:** A PORTION OF TRACTS 11, 12, 13, 14, 15, & 16 AND ALL OF TRACTS 3, 4 & 5, OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 5; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 5, S.00°18'53"E., A DISTANCE OF 648.05 FEET TO THE NORTH BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID NORTH BOUNDARY, N.88°58'16"E., A DISTANCE OF 330.50 FEET TO THE EAST BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID EAST BOUNDARY, S.00°17'48"E., A DISTANCE OF 634.97 FEET TO A POINT ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILLY GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES: 1) S.87°53'35"W., A DISTANCE OF 53.92 FEET; 2) S.89°00'18"W., A DISTANCE OF 481.38 FEET; 3) S.89°49'34"W., A DISTANCE OF 265.87 FEET; 4) S.88°05'52"W., A DISTANCE OF 320.84 FEET; 5) N.89°37'21"W., A DISTANCE OF 210.35 FEET; 6) S.87°28'16"W., A DISTANCE OF 143.50 FEET; 7) S.89°25'55"W., A DISTANCE OF 472.21 FEET; 8) N.22°16'58"W., A DISTANCE OF 31.89 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: 1) N.01°14'03"W., A DISTANCE OF 140.55 FEET; 2) N.00°55'37"W., A DISTANCE OF 104.29 FEET; 3) N.00°08'51"W., A DISTANCE OF 326.27 FEET 4) N.00°11'29"W., A DISTANCE OF 30.58 FEET TO THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY OF CAMBRIA, AS RECORDED IN PLAT BOOK 159, PAGES 26 THROUGH 27, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH AND EAST BOUNDARIES, RESPECTIVELY, OF SAID CAMBRIA, THE FOLLOWING TWO (2) COURSES: 1) N.88°58'16"E., A DISTANCE OF 640.37 FEET; 2) N.00°21'17"W., A DISTANCE OF 648.36 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF AN UNNAMED ROAD, (ALSO KNOWN AS MINUTE MAID RAMP ROAD 1); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°59'20"E., A DISTANCE OF 991.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.322 ACRES, MORE OR LESS.

#### TOGETHER WITH

#### PARCEL 2

**DESCRIPTION:** A PORTION OF TRACTS 17, 28, 29, & 30 AND ALL OF TRACTS 18, 19, 20, 21, & 22, OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH EAST CORNER OF SAID TRACT 28, RUN THENCE ALONG THE EAST BOUNDARY THEREOF, S.00°18'30"E., A DISTANCE OF 636.29 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILL GROVE ROAD 2, PER MAP BOOK 22, PAGES 1 THROUGH 7, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) S.88°40'49"W., A DISTANCE OF 13.76 FEET; 2) S.87°34'32"W., A DISTANCE OF 110.73 FEET; 3) S.87°59'33"W., A DISTANCE OF 207.44 FEET; 4) N.87°51'09"W., A DISTANCE OF 118.81 FEET; 5) S.88°50'51"W., A DISTANCE OF 326.26 FEET; 6) S.89°40'20"W., A DISTANCE OF 202.13 FEET; 7) S.88°29'07"W., A DISTANCE OF 12.51 FEET TO THE SOUTHEAST CORNER OF COUNTRY WALK ESTATES, AS RECORDED IN PLAT BOOK 155, PAGES 37 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST AND NORTH BOUNDARIES, RESPECTIVELY, OF SAID COUNTRY WALK ESTATES THE FOLLOWING TWO (2) COURSES: 1) N.00°21'09"W., A DISTANCE OF 631.43 FEET; 2) S.88°48'08"W., A DISTANCE OF 644.25 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) N.00°04'22"E., A DISTANCE OF 436.25 FEET; 2) N.00°21'14"E., A DISTANCE OF 212.17 FEET TO A POINT ON SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILLY GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°51'21"E., A DISTANCE OF 1960.98 FEET TO A POINT ON THE EAST BOUNDARY OF AFORESAID TRACT 22; THENCE ALONG SAID EAST BOUNDARY S.00°18'53"E., A DISTANCE OF 646.48 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 22; THENCE ALONG SAID SOUTH BOUNDARY, S.88°48'08"W., A DISTANCE OF 330.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.668 ACRES, MORE OR LESS.



**ABSOLUTE  
ENGINEERING, INC.**

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

### EXHIBIT 2 LEGAL DESCRIPTIONS WESTSIDE HAINES CITY CDD

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	1

## LEGAL DESCRIPTIONS:

### **CASCADES PARCELS**

#### **PARCEL A**

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 31, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 AND PROCEED S 89° 18'58" W, ALONG THE SOUTH LINE OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31, A DISTANCE OF 1323.58 FEET TO A FOUND CONCRETE MONUMENT 4" X 4" (NO ID) MARKING THE SOUTHEAST CORNER OF THE SW  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31; THENCE N 00°43'21" W, A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 ALSO BEING ON THE NORTH PLATTED RIGHT OF WAY LINE OF MASSEE ROAD AND THE POINT OF BEGINNING; THENCE S 89°16'39" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1170.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 31; THENCE N 00°21'45" W, ALONG THE WEST BOUNDARY OF SAID TRACT 31, A DISTANCE OF 635.42 FEET TO THE NORTHWEST CORNER OF SAID TRACT 31 ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT 17; THENCE S 89°15'20" W, ALONG THE SOUTH BOUNDARY OF SAID TRACT 17, A DISTANCE OF 374.86 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 17; THENCE N 00°19'09" W, ALONG THE WEST BOUNDARY OF SAID TRACT 17, A DISTANCE OF 620.25 FEET TO THE NORTHWEST CORNER OF SAID TRACT 17 AND A POINT ON THE SOUTH PLATTED RIGHT OF WAY LINE OF A 30.00 FOOT UNAMED ROAD; THENCE N 89°02'49" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1548.04 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°14'28" E, ALONG THE EAST BOUNDARY OF SAID TRACT 20 AND 29, A DISTANCE OF 1261.78 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 1,708,918 SQUARE FEET, OR 39.23 ACRES, MORE OR LESS.

#### **PARCEL B**

A PORTION OF TRACTS 17 AND 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 31, A DISTANCE OF 15.00 FEET; THENCE N 89°19'17" E, A DISTANCE OF 15.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED ROAD AND THE POINT OF BEGINNING; THENCE N 00°16'11" W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1255.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PARK PLACE BOULEVARD AS PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 19, PAGE 66; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING THREE (3) COURSES; (1) N 88°37'04" E, A DISTANCE OF 95.17 FEET; (2) N 81°41'25" E, A DISTANCE OF 121.29 FEET; (3) N 87°59'06" E, A DISTANCE OF 100.77 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S 00°16'03" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1243.27 FEET TO A POINT OF THE NORTHERLY RIGHT OF WAY LINE OF POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 14, PAGE 45 THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES; (1) S 53°51'52" W, A DISTANCE OF 16.13 FEET; (2) S 53°02'11" W, A DISTANCE OF 27.27 FEET; (3) S 65°06'06" W, A DISTANCE OF 16.68 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED RIGHT OF WAY; THENCE, ALONG SAID NORTH RIGHT OF WAY LINE, S 89°19'17" W, A DISTANCE OF 265.83 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 399,109 SQUARE FEET, OR 9.16 ACRES, MORE OR LESS.

P:\20-0041 GLX\Water\DWG\Preliminary\WESTSIDE HAINES CITY CDD\WESTSIDE CDD - EXH-2 (2).dwg Heather Wertz Feb 18, 2021 - 4:46pm



**ABSOLUTE  
ENGINEERING, INC.**

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

**EXHIBIT 2  
LEGAL DESCRIPTIONS  
WESTSIDE HAINES CITY CDD**

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	2

## LEGAL DESCRIPTIONS:

### PARCEL C

A PORTION OF TRACTS 1 THROUGH 16, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 31, A DISTANCE OF 1308.22 FEET; THENCE S 89°15'46" W, A DISTANCE OF 32.12 FEET TO A POINT OF INTERSECTION OF NORTH 30.00 FOOT PLATTED RIGHT OF WAY AND THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 89°15'46" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1291.75 FEET; THENCE S 89°02'19" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1547.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 16; THENCE N 00°19'20" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 1 AND 16, A DISTANCE OF 1285.53 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1 SAID NORTHWEST CORNER LYING 15.00 FEET SOUTH AND 15.00 FEET EAST OF THE NORTHWEST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 31 ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE N 88°48'00" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 1 THROUGH 4, A DISTANCE OF 1548.12 FEET; THENCE N 88°50'05" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 5 THROUGH 8, A DISTANCE OF 1309.25 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY MAINTAINED RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THIRTEEN (13) COURSES (1) S 00°16'04" E, A DISTANCE OF 52.50 FEET; (2) S 01°12'54" W, A DISTANCE OF 101.55 FEET; (3) S 00°02'35" E, A DISTANCE OF 168.91 FEET; (4) S 07°21'12" E, A DISTANCE OF 26.80 FEET; (5) S 01°16'36" W, A DISTANCE OF 197.08 FEET; (6) S 00°36'22" E, A DISTANCE OF 84.70 FEET; (7) S 00°13'16" W, A DISTANCE OF 102.33 FEET; (8) S 01°26'47" W, A DISTANCE OF 102.68 FEET; (9) S 00°21'34" W, A DISTANCE OF 104.81 FEET; (10) S 00°58'11" W, A DISTANCE OF 101.55 FEET; (11) S 00°24'40" E, A DISTANCE OF 105.34 FEET; (12) S 01°49'51" W, A DISTANCE OF 135.10 FEET; (13) S 00°30'33" W, A DISTANCE OF 19.05 FEET;

TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 3,683,359 SQUARE FEET, OR 84.56 ACRES, MORE OR LESS.

### PARCEL D

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SW  $\frac{1}{4}$  OF SAID SECTION 30 AND PROCEED N 88°48'00" E, ALONG THE SOUTH BOUNDARY OF THE SW  $\frac{1}{4}$  OF SAID SECTION 30, A DISTANCE OF 15.00 FEET; THENCE N 00°12'41" W, 15.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 32 AND THE POINT OF BEGINNING; THENCE N 00°06'26" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1294.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD AND THE NORTHWEST CORNER OF SAID TRACT 17; THENCE N 88°51'21" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 17 THROUGH 20, A DISTANCE OF 1547.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°08'32" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 20 AND 29, A DISTANCE OF 1292.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 AND A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE; THENCE S 88°48'00" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 29 THROUGH 32, A DISTANCE OF 1548.12 FEET;

TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 2,001,318 SQUARE FEET, OR 45.94 ACRES, MORE OR LESS.



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

**EXHIBIT 2  
LEGAL DESCRIPTIONS  
WESTSIDE HAINES CITY CDD**

SEC TWP RGE  
**30-26S-27E**

JOB NUMBER  
**20-0041-0003**

DRAWN BY  
**ROA**

DATE  
**01-22-2021**

SHEET  
**3**

## LEGAL DESCRIPTIONS:

### PARCEL E

A PORTION OF TRACTS 19 THROUGH 30 IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY AND A PORTION OF TRACTS 5 THROUGH 13 IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 30 AND PROCEED S 00°04'10" E, ALONG THE EAST BOUNDARY OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 30, A DISTANCE OF 42.32 FEET; THENCE S 88°41'01" W, A DISTANCE OF 16.04 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 88°41'01" W, A DISTANCE OF 390.47 FEET; THENCE S 00°10'11" E, A DISTANCE OF 1232.51 FEET; THENCE N 88°49'37" E, A DISTANCE OF 388.70 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°02'32" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE S 88°50'42" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 13 AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1411.55 FEET; THENCE N 33°21'44" E, A DISTANCE OF 183.55 FEET; THENCE N 33°19'35" E, A DISTANCE OF 600.67 FEET; THENCE N 05°35'09" E, A DISTANCE OF 501.02 FEET; THENCE N 41°26'25" W, A DISTANCE OF 195.12 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°16'32" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 79.88 FEET TO THE NORTHWEST CORNER OF SAID TRACT 6 AND THE SOUTHWEST CORNER OF VACATED 30.00 FOOT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3042, PAGE 1109 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N 00°06'50" W, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 27 AND THE NORTHWEST CORNER OF SAID VACATED 30.00 FOOT RIGHT OF WAY; THENCE S 88°49'34" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 28 THROUGH 30 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY, A DISTANCE OF 1112.83 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 30; THENCE N 00°05'19" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 19 AND 30, A DISTANCE OF 968.85 FEET; THENCE N 89°00'18" E, A DISTANCE OF 780.76 FEET TO A POINT ON THE EAST BOUNDARY OF SAID TRACT 20; THENCE N 00°06'28" W, ALONG THE EAST BOUNDARY OF SAID TRACT 20, A DISTANCE OF 322.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°58'52" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 21 THROUGH 24 AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1301.50 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 01°01'03" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 31.84 FEET; THENCE S 89°13'55" W, A DISTANCE OF 383.17 FEET; THENCE S 00°07'48" E, A DISTANCE OF 613.85 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 23; THENCE N 89°09'06" E, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 23 AND 24, A DISTANCE OF 392.58 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°01'28" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.85 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID VACATED 30.00 FOOT ROAD; THENCE S 00°05'26" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 59.98 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 3,147,981 SQUARE FEET, OR 72.27 ACRES, MORE OR LESS.

### PARCEL F

A PORTION OF TRACTS 30 THROUGH 32 OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW  $\frac{1}{4}$  OF SAID SECTION 30 AND PROCEED N 00°06'45" E, ALONG THE WEST BOUNDARY OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 30, A DISTANCE OF 18.24 FEET; THENCE N 89°43'18" E, A DISTANCE OF 24.13 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE N 00°26'25" W, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.49 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT 32; THENCE N 88°41'30" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 970.79 FEET TO THE NORTHEAST CORNER OF SAID TRACT 30; THENCE S 00°04'16" E, ALONG THE EAST BOUNDARY OF SAID TRACT 30, A DISTANCE OF 643.81 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 30; THENCE S 88°53'02" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 966.59 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 621,952 SQUARE FEET, OR 14.28 ACRES, MORE OR LESS.



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**EXHIBIT 2  
LEGAL DESCRIPTIONS  
WESTSIDE HAINES CITY CDD**

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	4

## LEGAL DESCRIPTIONS:

### WYNNSTONE PARCELS

A portion of land in the West 1/2 of Section 19 and the Northwest 1/4 of Section 30, Township 26 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

BEGIN at the Southwest corner of SUNSET RIDGE PHASE 2, according to the plat thereof, recorded in Plat Book 126, Pages 36 through 41, inclusive, of the Public Records of Polk County, Florida; thence along the Southerly boundary of said SUNSET RIDGE PHASE 2, the following three (3) courses: 1) N 89°10'03" E a distance of 1061.38 feet; 2) S 00°10'59" E a distance of 150.01 feet; 3) N 89°06'55" E a distance of 458.47 feet to the Northwest corner of PART 1 of NATURES PRESERVE PHASE 1, according to the plat thereof, recorded in Plat Book 162, Pages 47 through 49, inclusive, of the Public Records of Polk County, Florida; thence along said Westerly boundary and the Southerly extension thereof, S 00°20'04" E a distance of 675.94 feet; thence N 89°07'01" E a distance of 662.09 feet to the Northwest corner of PART 2, of said NATURES PRESERVE PHASE 1, thence along said Westerly boundary and the Southerly extension thereof, S 00°21'36" E a distance of 1292.86 feet; thence S 89°03'33" W a distance of 331.34 feet; thence S 00°20'54" E a distance of 1326.13 feet; thence S 89°06'36" W a distance of 331.55 feet; thence S 00°20'19" E a distance of 1325.84 feet; thence S 00°12'46" E a distance of 30.00 feet; thence S 00°05'13" E a distance of 645.14 feet; thence S 89°05'30" W a distance of 779.49 feet; thence N 00°06'38" E a distance of 676.07 feet; thence S 89°09'38" W a distance of 764.88 feet; thence N 00°03'41" W a distance of 2619.11 feet; thence N 00°04'02" W a distance of 30.01 feet; thence N 00°04'22" W a distance of 2122.10 feet to the POINT OF BEGINNING.

Altogether containing 613.43 acres M.O.L.

P:\20-0041 GLX\Master\DWG\ Preliminary\WESTSIDE HAINES CITY CDD\WESTSIDE CDD - EXH-2 (5).dwg Heather Wertz Feb 18, 2021 - 4:46pm

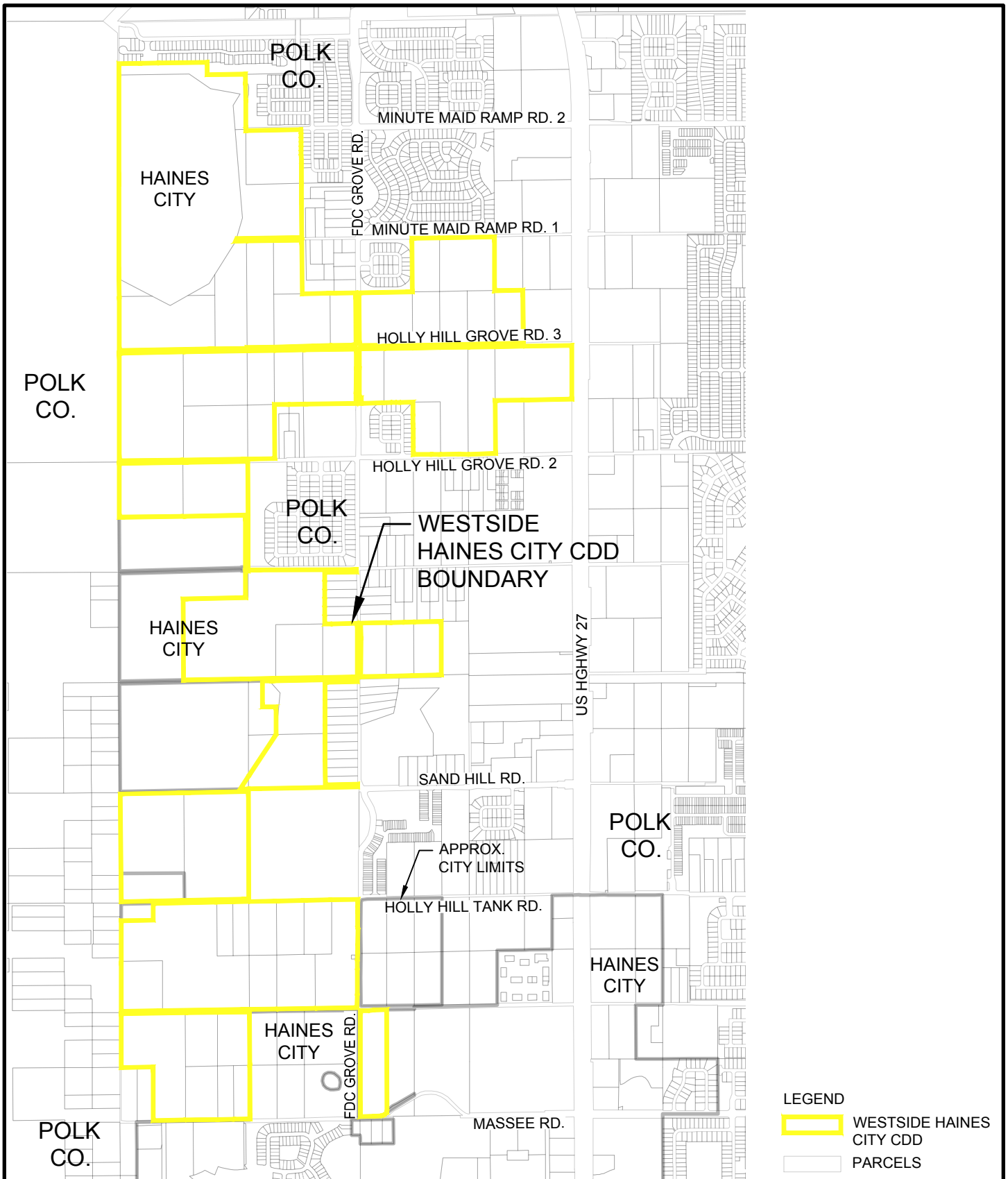


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**EXHIBIT 2  
LEGAL DESCRIPTIONS  
WESTSIDE HAINES CITY CDD**

SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	SHEET
30-26S-27E	20-0041-0003	ROA	01-22-2021	5



**LEGEND**

- WESTSIDE HAINES CITY CDD
- PARCELS

SECTS 19, 30 & 31,  
T26S, R27E

# EXHIBIT 3 - BOUNDARY MAP WESTSIDE HAINES CITY CDD

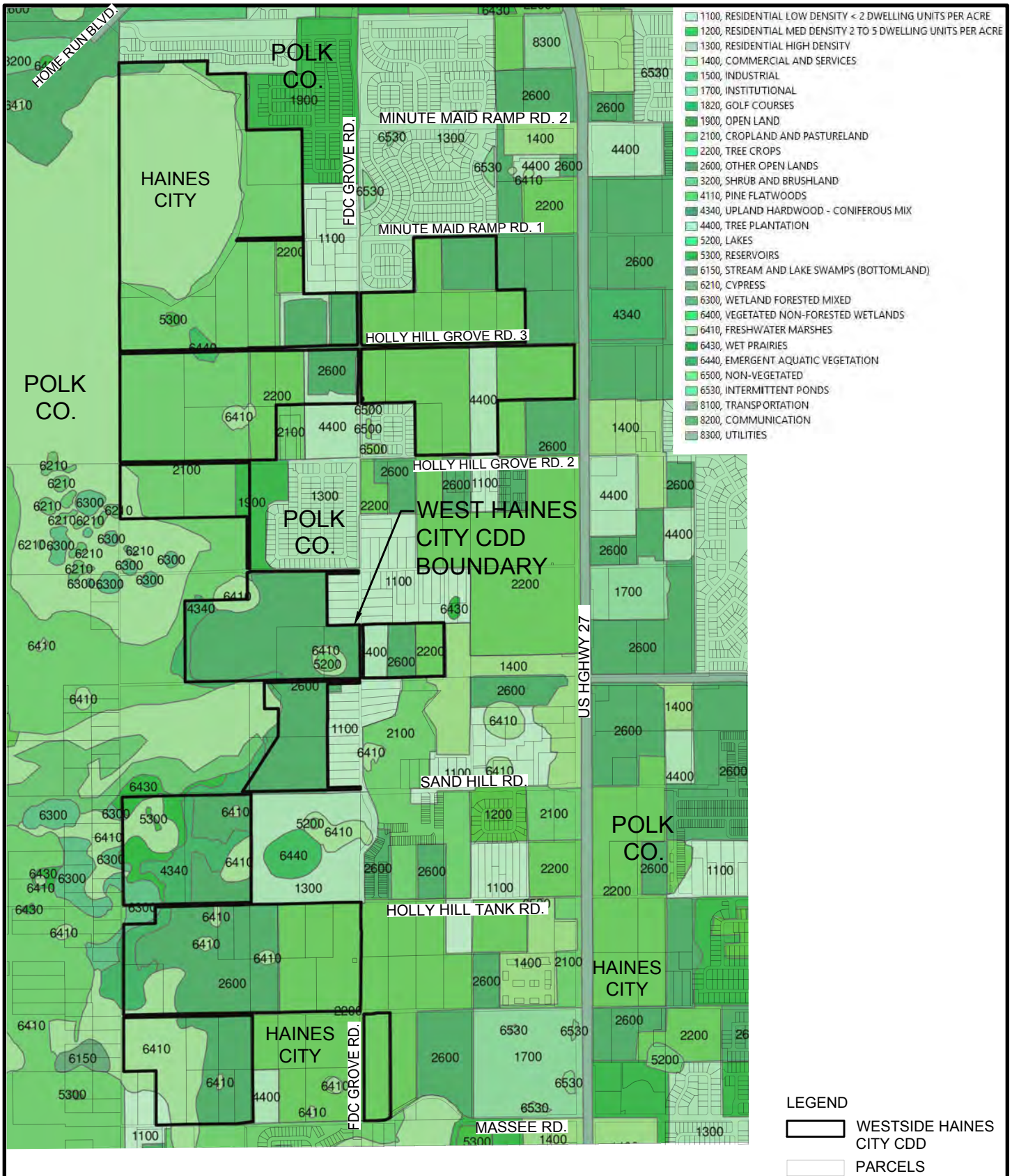
APPROX. CDD BOUNDARY  
AREA - 621.8± AC.



N 0' 1600' 3200'

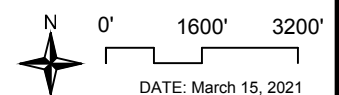
DATE: March 15, 2021



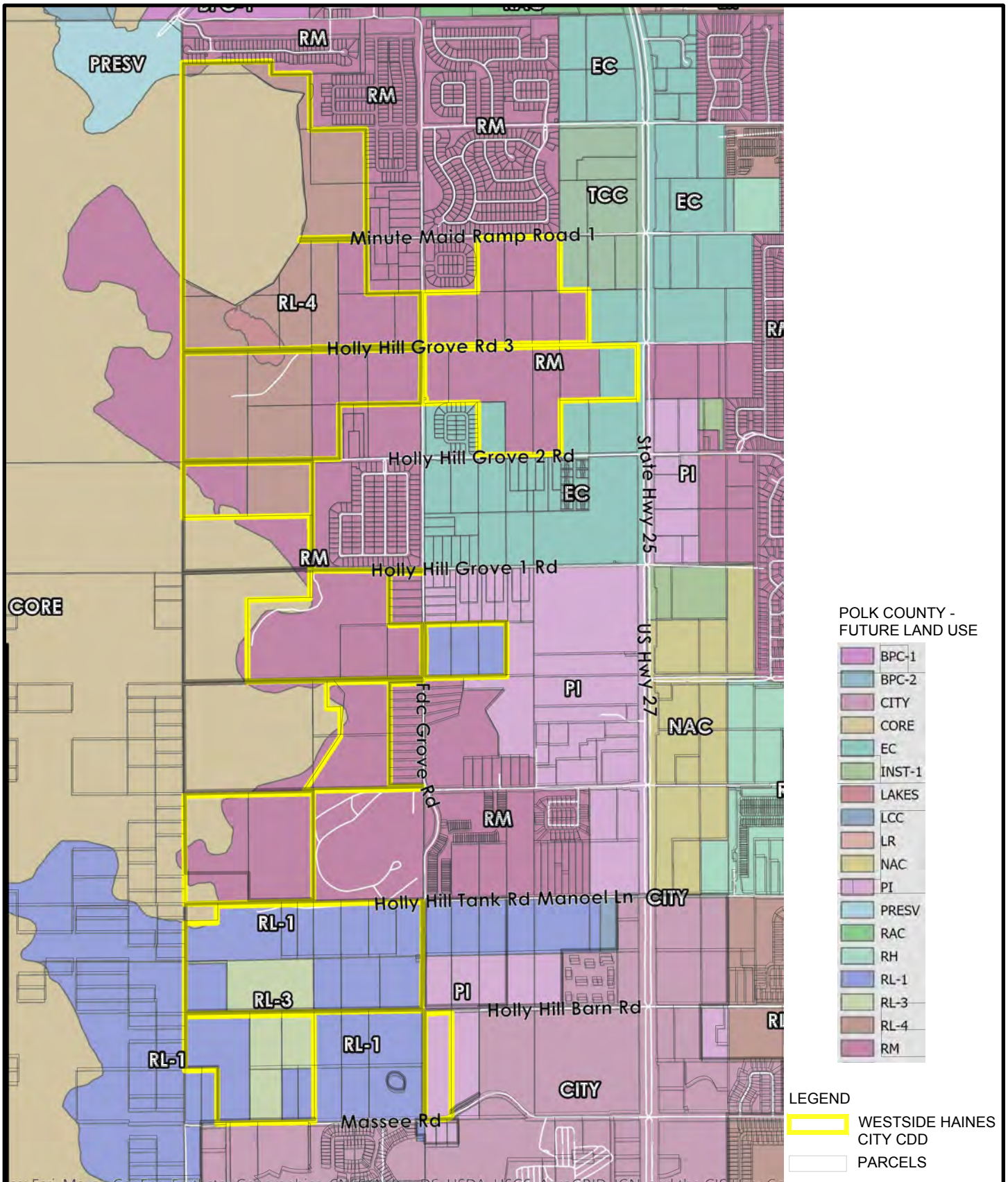


SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 4 - EXSITING LAND USE WESTSIDE HAINES CITY CDD



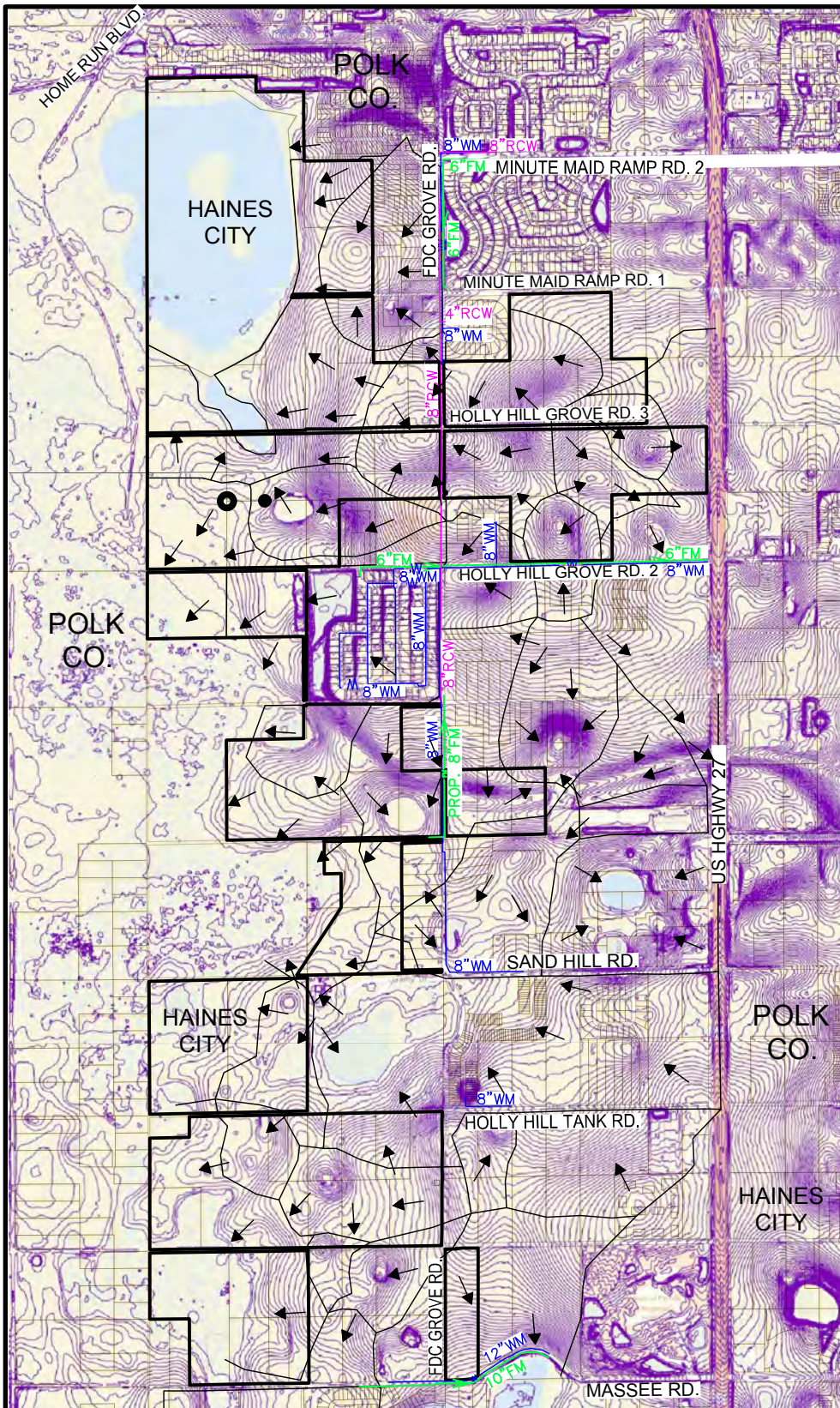




SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 5 - FUTURE LAND USE WESTSIDE HAINES CITY CDD





NOTE:  
CONTOUR INFORMATION PER POLK COUNTY LIDAR GIS DATABASE.

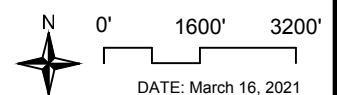
SECTS 19, 30 & 31,  
T26S, R27E

## EXHIBIT 6 - UTILITY LOCATION AND DRAINAGE MAP WESTSIDE HAINES CITY CDD



### LEGEND

- WESTSIDE HAINES CITY CDD
- PARCELS
- DRAINAGE AREA LIMITS
- DRAINAGE PATTERN
- W — EXISTING WATER MAIN
- FM — EXISTING FORCE MAIN
- RCW — EXISTING RECLAIM MAIN



Composite Exhibit 7  
Summary of Proposed District Facilities and Summary of Probable Cost

<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	Polk County****	District Bonds	Polk County****
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	Polk County	District Bonds	Polk County

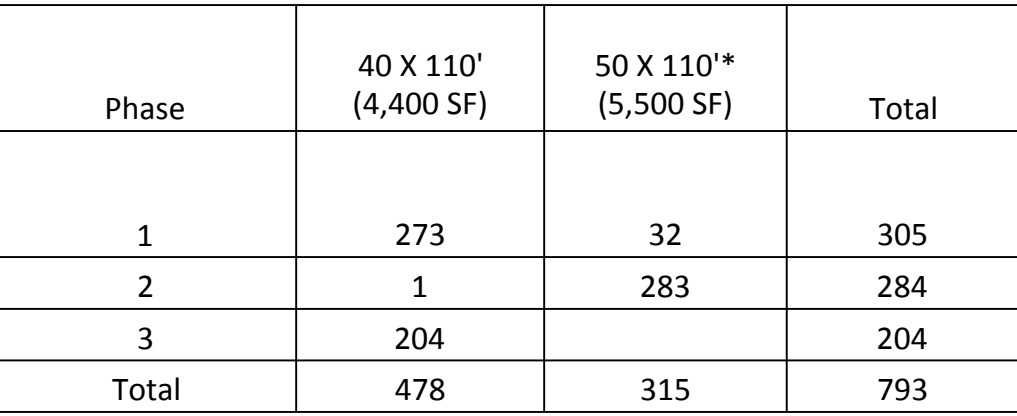
\*Costs not funded by bonds will be funded by the developer  
\*\* District will fund undergrounding of electrical conduit  
\*\*\*District will fund street lighting maintenance services  
\*\*\*\* Haines City will own and maintain the water and sewer infrastructure for the 46 lots in the Southeast corner of the District.

	Brentwood Townhomes					Cascades Single Family			Wynnstone Single Family			
Infrastructure	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 1	Phase 2	Phase 3	Phase 1	Phase 2	Phase 3	Total
	(226 Lots)	(124 Lots)	(122 Lots)	(224 Lots)	(248 Lots)	(597 Lots)	(74 Lots)	(344 Lots)	(305 Lots)	(284 Lots)	(204 Lots)	(2,752 Lots)
	2021-2023	2021-2023	2021-2023	2022-2025	2022-2025	2021-2024	2021-2024	2022-2025	2022-2025	2022-2025	2022-2025	-
Offsite Improvements <sup>(1)(5)(7)(11)</sup>	\$970,000	\$200,000	\$0	\$0	\$200,000	\$4,000,000	\$500,000	\$500,000	\$2,500,000	\$1,250,000	\$1,250,000	\$11,370,000
Stormwater Management <sup>(1)(2)(3)(5)(6)(7)</sup>	\$1,284,390	\$1,103,340	\$1,169,370	\$1,721,040	\$2,249,280	\$2,835,625	\$450,000	\$2,750,000	\$1,300,000	\$2,062,500	\$1,262,500	\$18,188,045
Utilities (Water, Sewer, & Street Lighting) <sup>(1)(5)(7)(9)(11)</sup>	\$1,169,820	\$1,004,920	\$1,065,060	\$1,567,520	\$2,048,640	\$2,731,250	\$450,000	\$2,750,000	\$1,265,000	\$2,012,500	\$1,012,500	\$17,077,210
Roadway <sup>(1)(4)(5)(7)</sup>	\$560,790	\$481,740	\$510,570	\$751,440	\$982,080	\$1,365,625	\$265,000	\$1,582,500	\$560,000	\$1,200,000	\$690,000	\$8,949,745
Entry Feature <sup>(1)(7)(8)911)</sup>	\$100,000	\$0	\$0	\$0	\$100,000	\$750,000	\$0	\$0	\$250,000	\$125,000	\$125,000	\$1,450,000
Parks and Amenities <sup>(1)(7)(11)</sup>	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,750,000	\$0	\$0	\$1,000,000	\$250,000	\$250,000	\$5,250,000
Contingency <sup>(11)</sup>	<u>\$565,000</u>	<u>\$310,000</u>	<u>\$305,000</u>	<u>\$560,000</u>	<u>\$620,000</u>	<u>\$1,492,500</u>	<u>\$185,000</u>	<u>\$842,500</u>	<u>\$750,000</u>	<u>\$200,000</u>	<u>\$510,000</u>	\$6,340,000
TOTAL	\$5,650,000	\$3,100,000	\$3,050,000	\$5,600,000	\$6,200,000	\$14,925,000	\$1,850,000	\$8,425,000	\$7,625,000	\$7,100,000	\$5,100,000	\$68,625,000

- Notes:
- 1. Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.
  - 2. Excludes grading of each lot in conjunction with home construction, which will be provided by home builder.
  - 3. Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
  - 4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
  - 5. Includes subdivision infrastructure and civil/site engineering.
  - 6. Stormwater does not include grading associated with building pads.
  - 7. Estimates are based on 2020 cost.
  - 8. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
  - 9. CDD will enter into a Lighting Agreement with Duke Energy for the streetlight poles and lighting service. Includes only the cost of undergrounding.
  - 10. Estimates based on 2,752 lots.
  - 11. The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).



## 5





WESTSIDE HAINES  
CITY CDD

HAINES CITY, FL

SEAL

### KEY PLAN

SCALE NORTH

NORTH PROJECT - 20' x 95' Townhomes			
Building Type	# Buildings	# Units Per Building	Total Units
4 Unit	7	4	28
6 Unit	38	6	228
8 Unit	27	8	216
Total	72		472

SOUTH PROJECT - 20' x 95' Townhomes			
Building Type	# Buildings	# Units Per Building	Total Units
4 Unit	4	4	16
6 Unit	32	6	192
8 Unit	33	8	264
Total	69		472

[illegible]

## REVISIONS

DRAWN BY MJB

APPROVED BY RM

CHECKED BY RM

DATE 03/22/21

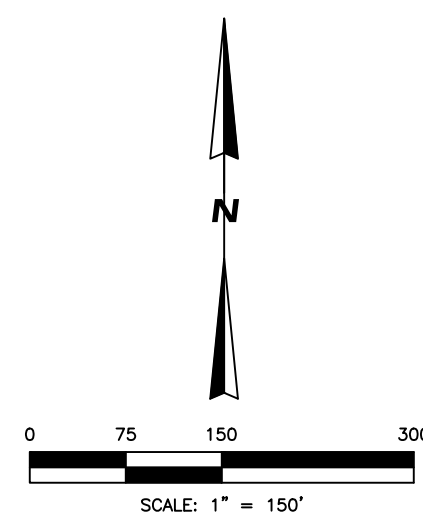
TITLE

BRENTWOOD



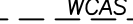


PROJECT NO.	50137547
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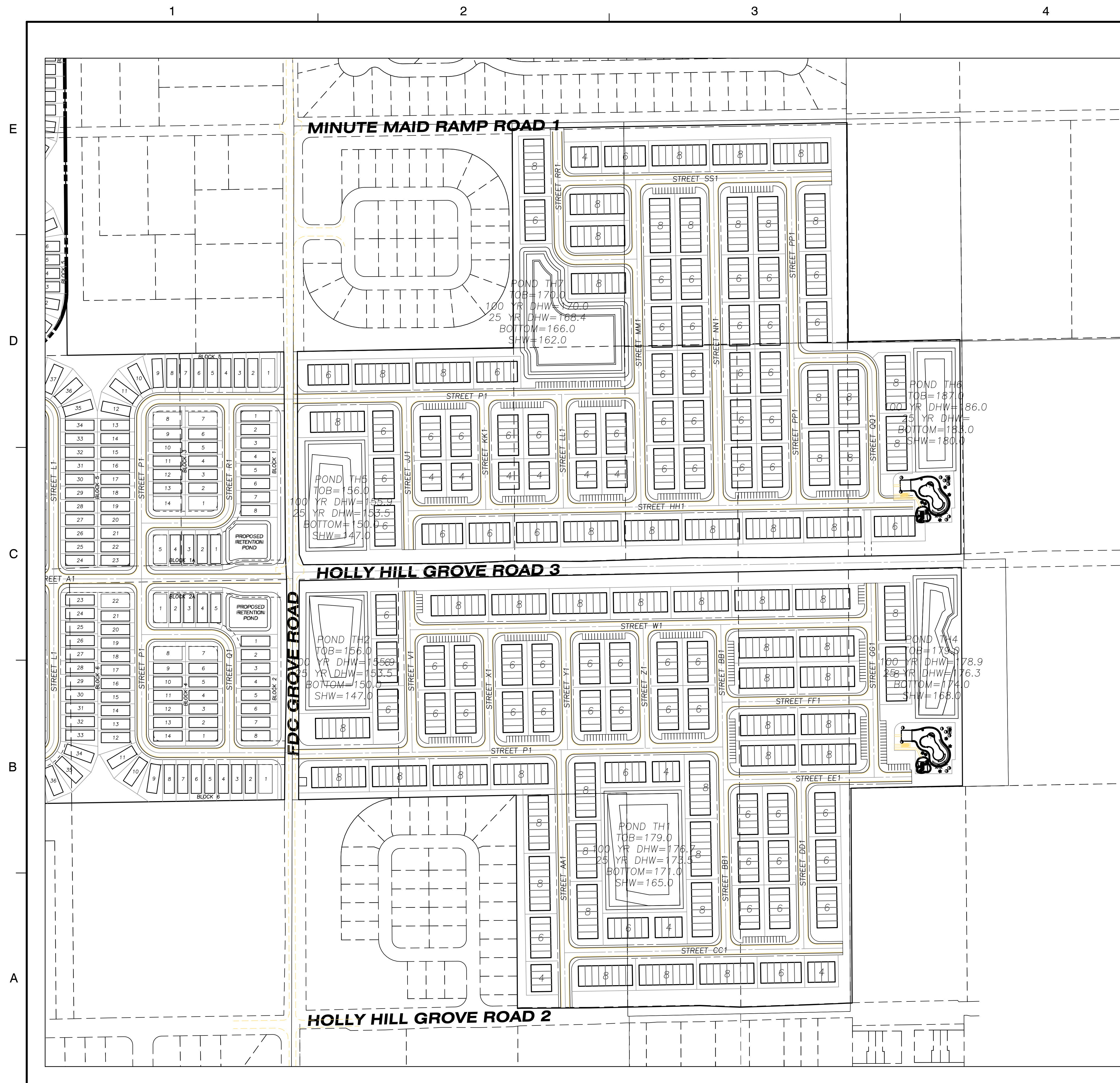
2 OF 4

SHEET NO



### **LEGEND**

	SWFWMD WETLAND LINE
	WETLAND CONSERVATION AREA SETBACK LINE (BUFFER WIDTH VARIES)
	TYPICAL 50' WIDE (MINIMUM) LOT PAD
	TYPICAL 40' WIDE (MINIMUM) LOT PAD
	PHASE LINE







WESTSIDE HAINES  
CITY CDD  
HAINES CITY, FL

SEAL

### KEY PLAN

SCALE NORTH

[illegible]

NO.	DATE	BY	DESCRIPTION
REVISIONS			

DRAWN BY MJB

APPROVED BY RM

CHECKED BY RM

DATE 03/22/21

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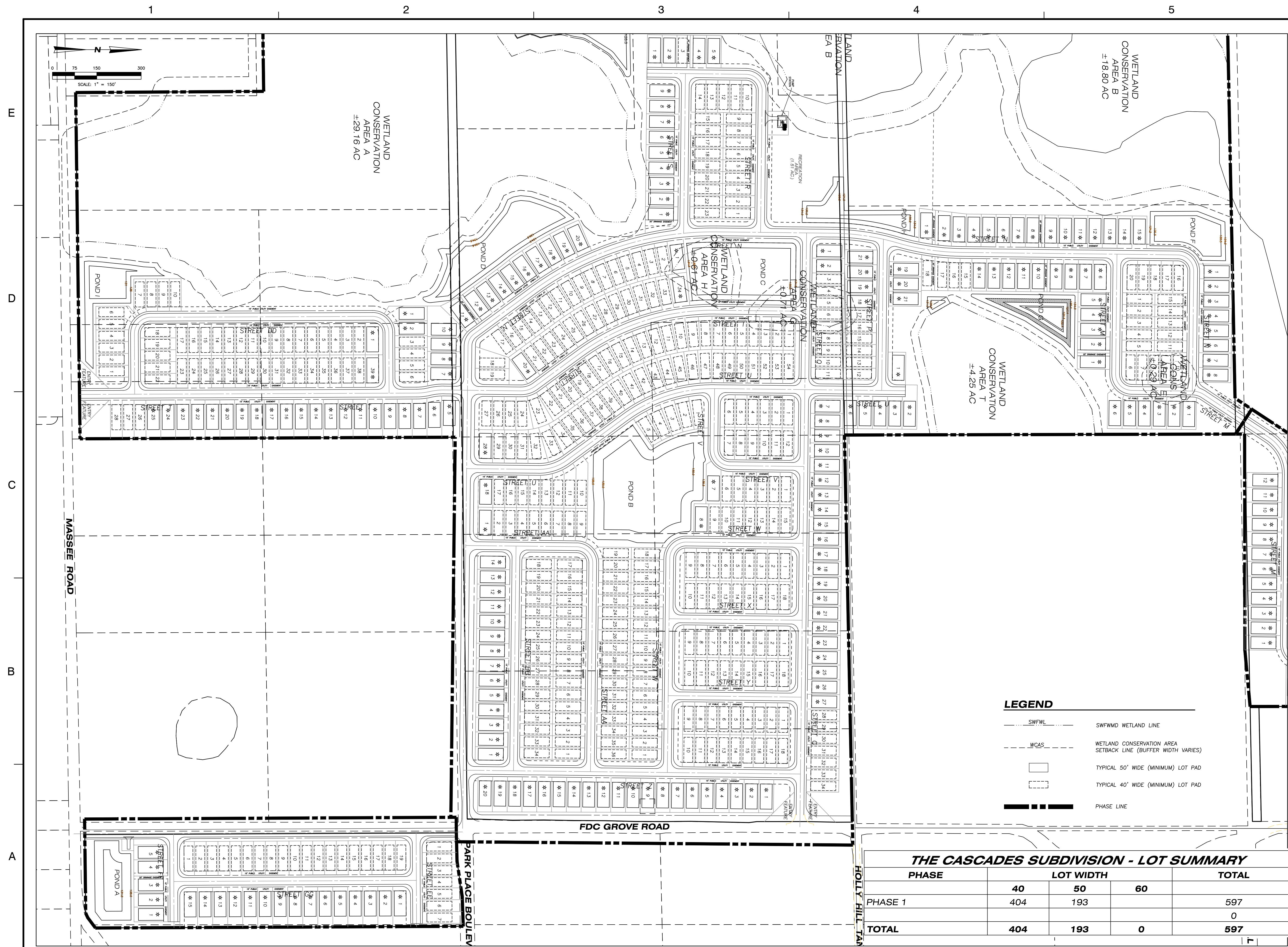
TITLE \_\_\_\_\_

## CASCADES PHASE 1

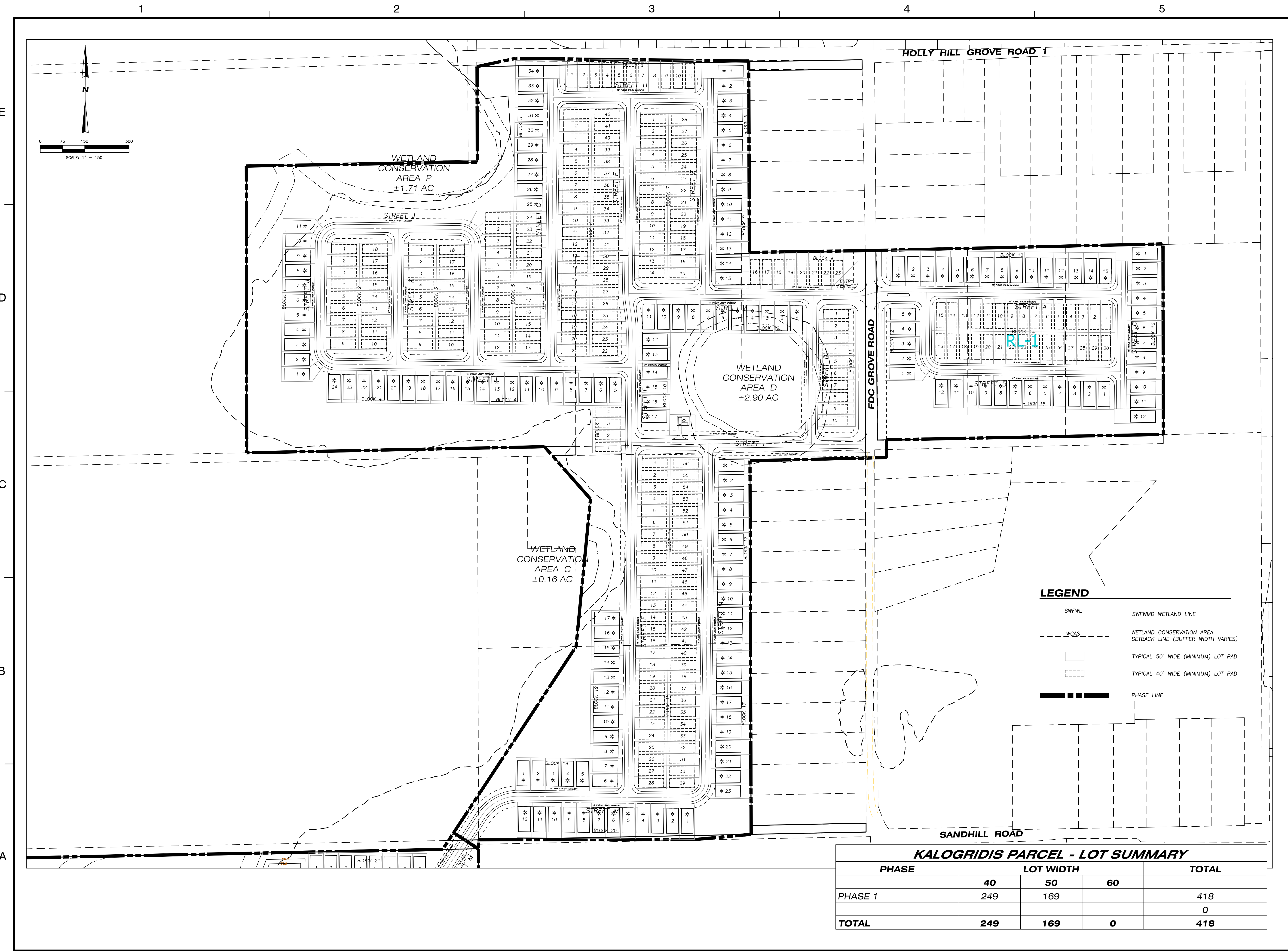
PROJECT NO. 5013754

3 OF 4

SHEET NO.







KALOGRIDIS PARCEL - LOT SUMMARY				
PHASE	LOT WIDTH			TOTAL
	40	50	60	
PHASE 1	249	169		418
				0
TOTAL	249	169	0	418



Dewberry Engineers Inc.  
800 NORTH MAGNOLIA AVENUE  
SUITE 1000  
ORLANDO, FLORIDA 32804  
PHONE: 407.843.5120  
ENGINEERING BUSINESS - 8794

WESTSIDE HAINES  
CITY CDD  
HAINES CITY, FL

SEAL

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION

REVISIONS	
DRAWN BY	MJB
APPROVED BY	RM
CHECKED BY	RM
DATE	03/22/21
TITLE	

CASCADES PHASES  
2 & 3

PROJECT NO. 50137547

4 OF 4

SHEET NO.

# SECTION X

## RESOLUTION 2021-36

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT ENGINEER, OR ANOTHER INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS, TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF THE DISTRICT'S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Westside Haines City Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

**WHEREAS**, the District Board of Supervisors (the "Board"), upon recommendation of the District Engineer, has adopted an improvement plan for the construction and installation of certain infrastructure improvements within the District (the "Improvements"); and

**WHEREAS**, the District has or will enter into various construction contracts for the construction and installation of the Improvements (the "Construction Contracts"); and

**WHEREAS**, the Construction Contracts allow, or will be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

**WHEREAS**, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

**WHEREAS**, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The District Engineer, the District Manager or another individual as shall be appointed by the Board (“Purchasing Agent”) shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project.

**SECTION 2.** The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed the cost amount contained therein and as included in the Construction Contracts.

**SECTION 3.** The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

**SECTION 4.** Should the District Engineer act as the Purchasing Agent for any given Construction Contract, a work authorization of the District Engineer, a form of which is attached hereto as **Exhibit A**, is hereby approved and/or ratified, and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District’s Purchasing Agent as provided for in the District Engineer’s agreement with the District.

**SECTION 5.** The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

**SECTION 6.** The District Manager is hereby authorized to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

**SECTION 7.** The procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified, and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District (also referred to as “Owner”).

**SECTION 8.** The actions of current and prior members of the Board and District staff in effectuating the District’s direct purchase of materials relative to the Construction Contracts, including but not limited to the execution of any documents related therewith, are hereby

determined to be in accordance with the prior authorizations of the District's Chairman and/or the Board, and are hereby ratified, approved and confirmed in all respects.

**SECTION 9.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 10.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 15th day of July 2021

ATTEST:

**WESTSIDE HAINES CITY  
COMMUNITY DEVELOPMENT  
DISTRICT**

---

Secretary/Assistant Secretary

---

Vice Chairperson, Board of Supervisors

**Exhibit A**                      Form of Work Authorization  
**Comp. Exhibit B**           Procurement Procedures for Direct Purchase Material

## **EXHIBIT A**

### **Work Authorization**

\_\_\_\_\_, 20\_\_

Board of Supervisors  
Westside Haines City Community Development District  
c/o Governmental Management Services – Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801

Subject:       **Work Authorization Number \_\_\_\_\_**  
                  **Westside Haines City Community Development District**

Dear Chairperson, Board of Supervisors:

Dewberry Engineering Inc. (“Engineer”) is pleased to submit this work authorization to provide engineering services for the Westside Haines City Community Development District. We will provide these services pursuant to our current agreement dated \_\_\_\_\_, 20\_\_ (“Engineering Agreement”) as follows:

#### **I.       Scope of Work**

Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District’s Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

#### **II.       Compensation**

Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

#### **III.       Other Direct Costs**

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

Engineer hereby represents it understands and will abide by all terms of the District’s Procurement Procedures for Direct Purchase Materials (also referred to as “Owner Purchased Materials”). In preparing and executing any documentation for purposes of ordering or purchasing materials in the name of and on behalf of the District, the Engineer will affirm that the vendor supplying the Direct Purchase Materials is not also the installer of the Direct Purchase Materials, and further, will affirm that the installer of the Direct Purchase Materials did not manufacture, fabricate or furnish the Direct Purchase Materials.

This work authorization, together with the Engineering Agreement, as amended and supplemented, represents the entire understanding between the District and Engineer with regard to the referenced

services herein. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Sincerely,

---

Dennis Wood, P.E.  
Wood & Associates Engineering, LLC.

APPROVED AND ACCEPTED

---

Authorized Representative of  
Westside Haines City Community  
Development District  
Date: \_\_\_\_\_



## COMPOSITE EXHIBIT B

### PROCUREMENT PROCEDURES FOR DIRECT PURCHASE MATERIAL

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to OWNER a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.

2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in substantially the form attached hereto as **Attachment 2**, or as modified from time to time in the District's discretion, for construction materials which the OWNER wishes to purchase directly.

Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Direct Purchase Materials (also referred to as "Owner Purchased Material(s)") on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.

3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3**, and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Direct Purchase Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Direct Purchase

Materials in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Direct Purchase Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Direct Purchase Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Direct Purchase Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Direct Purchase Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax-exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Direct Purchase Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the owner of the Direct Purchase Materials within fifteen (15) calendar days of receipt of said Direct Purchase Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Direct Purchase Materials and shall not be entitled to retain the standard five percent (5%) to ten percent (10%) amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

**CONTRACTOR SHALL AFFIRM THAT THE VENDOR SUPPLYING THE DIRECT PURCHASE MATERIALS IS NOT ALSO THE INSTALLER OF THE DIRECT PURCHASE MATERIALS. CONTRACTOR SHALL FURTHER AFFIRM THAT THE INSTALLER OF THE DIRECT PURCHASE MATERIALS DID NOT MANUFACTURE, FABRICATE OR FURNISH THE DIRECT PURCHASE MATERIALS.**

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Direct Purchase Materials, in accordance with these procedures including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the

time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Direct Purchase Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Direct Purchase Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Direct Purchase Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Direct Purchase Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Direct Purchase Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Direct Purchase Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Direct Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the fifteenth (15<sup>th</sup>) and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Direct Purchase Materials delivered to the project sites during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Direct Purchase Materials delivered to the site and whether any defects or non-conformities exist in such Direct Purchase Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Direct Purchase Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Direct Purchase Materials it incorporates into the work from the stock of Direct Purchase Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Direct Purchase Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Direct Purchase Materials conform to specifications and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Direct Purchase Material upon such visual inspection, the CONTRACTOR shall not utilize such

non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Direct Purchase Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the project, including any available liquidated or delay damages.

8. Title. Notwithstanding the transfer of Direct Purchase Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Direct Purchase Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Direct Purchase Materials. Owner shall be the named insured and such insurance shall cover the full value of any Direct Purchase Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Direct Purchase Materials and the time when the last of such Direct Purchase Materials is incorporated into the project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Direct Purchase Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Direct Purchase Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Direct Purchase Materials.

Attachment 1

**PURCHASE REQUISITION REQUEST FORM**

1. Contact Person for the material supplier.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

2. Manufacturer or brand, model or specification number of the item.

\_\_\_\_\_  
\_\_\_\_\_

3. Quantity needed as estimated by CONTRACTOR. \_\_\_\_\_

4. The price quoted by the supplier for the construction materials identified above.  
\$ \_\_\_\_\_

5. The sales tax associated with the price quote. \$ \_\_\_\_\_

6. Shipping and handling insurance cost. \$ \_\_\_\_\_

7. Delivery dates as established by CONTRACTOR. \_\_\_\_\_

**OWNER: Westside Haines City Community Development District**

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date



Attachment 2

**PURCHASE ORDER**

**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**

<b>“Owner”</b>		<b>“Seller”</b>	
Owner:	<b>WESTSIDE HAINES CITY CDD</b>	Seller:	
Address :	c/o Governmental Management Services – Central Florida, LLC 219 East Livingston Street Orlando, FL 32801	Address:	
Phone:	(407) 841-5524	Phone:	

<b>“Project”</b>			
Project Name:		Contract Date:	
Project Address:			
Goods Receiving Point Address: <i>(if different than Project Address)</i>			

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement (“Order”) for the purpose of the Owner purchasing the items (“**Goods**”) listed in the proposal attached as **Exhibit A**.

**Schedule** – The Goods shall be delivered within \_\_\_\_\_ days from the date of this Order.

**Price** – \$ \_\_\_\_\_

**Certificate of Exemption #** \_\_\_\_\_

**IN WITNESS HEREOF**, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Westside Haines City Community  
Development District

Owner

By:

Name:

Seller

By:

Name:

---

Title:

---

Date Executed:

---

---

Title:

---

Date Executed:

---

**EXHIBIT A:**            Proposal

**EXHIBIT B:** Terms and Conditions



**EXHIBIT A**  
**Proposal**

[insert proposal from vendor]

**EXHIBIT B**  
**TERMS AND CONDITIONS**

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted in the Owner's name before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's Project. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall

not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.

6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. INDEMNITY. To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special-purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.

19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to the terms herein, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

### Attachment 3

#### CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Westside Haines City Community Development District (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number \_\_\_\_\_, affirms that the tangible personal property purchased pursuant to a Purchase Order Number \_\_\_\_\_ from \_\_\_\_\_ (Vendor) on or after \_\_\_\_\_, 20\_\_ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract dated \_\_\_\_\_ with \_\_\_\_\_ (Contractor) for the construction of \_\_\_\_\_.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: ***You must initial each of the following requirements.***

- \_\_\_\_ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- \_\_\_\_ 2. The vendor's invoice will be issued directly to Governmental Entity.
- \_\_\_\_ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- \_\_\_\_ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- \_\_\_\_ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third-degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

\_\_\_\_\_  
Signature of Authorized Representative  
of Governmental Entity

\_\_\_\_\_  
Title

Westside Haines City Community Development District  
Purchaser's Name (Print or Type)

\_\_\_\_\_  
Date

Federal Employer Identification Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.



## SECTION XI

# SECTION C

# SECTION 1

# Westside Haines City

## Community Development District

### Summary of Checks

June 1, 2021 to July 7, 2021

Bank	Date	Check No.'s	Amount	
General Fund	6/4/21	1-8	\$	12,874.77
	6/15/21	9	\$	4,066.18
	7/8/21	10-16	\$	13,026.71
			\$	29,967.66
			\$	<b>29,967.66</b>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/04/21	00001	3/29/21 AP032920	202103 310-51300-11000	SUPERVISOR FEES-03/29/21	*	200.00	
		4/15/21 AP041520	202104 310-51300-11000	SUPERVISOR FEES-04/15/21	*	200.00	
		6/03/21 AP060320	202106 310-51300-11000	SUPERVISOR FEES-06/03/21	*	200.00	
APRIL PAYEUR							600.00 000001
6/04/21	00010	3/31/21 83743	202103 310-51300-54000	SPECIAL DISTRICT FEE-FY21	*	125.00	
DEPARTMENT OF ECONOMIC OPPORTUNITY							125.00 000002
6/04/21	00004	4/30/21 13075	202103 310-51300-45000	INSURANCE PREMIUM-FY21	*	2,548.00	
EGIS INSURANCE ADVISORS, LLC							2,548.00 000003
6/04/21	00005	3/29/21 JF032920	202103 310-51300-11000	SUPERVISOR FEES-03/29/21	*	200.00	
		4/15/21 JF041520	202104 310-51300-11000	SUPERVISOR FEES-04/15/21	*	200.00	
		6/03/21 JF060320	202106 310-51300-11000	SUPERVISOR FEES-06/03/21	*	200.00	
JUSTIN KEITH FRYE							600.00 000004
6/04/21	00002	3/29/21 LS032920	202103 310-51300-11000	SUPERVISOR FEES-03/29/21	*	200.00	
		4/15/21 LS041520	202104 310-51300-11000	SUPERVISOR FEES-04/15/21	*	200.00	
		6/03/21 LS060320	202106 310-51300-11000	SUPERVISOR FEES-06/03/21	*	200.00	
LAUREN SCHWENK							600.00 000005
6/04/21	00006	3/29/21 PM032920	202103 310-51300-11000	SUPERVISOR FEES-03/29/21	*	200.00	
		4/15/21 PM041520	202104 310-51300-11000	SUPERVISOR FEES-04/15/21	*	200.00	
		6/03/21 PM060320	202106 310-51300-11000	SUPERVISOR FEES-06/03/21	*	200.00	
PATRICK MARONE							600.00 000006
6/04/21	00003	3/29/21 RH032920	202103 310-51300-11000	SUPERVISOR FEES-03/29/21	*	200.00	
RENNIE HEATH							200.00 000007
6/04/21	00009	3/31/21 1045986	202103 310-51300-48000	NOT OF ORG MTG-3/28/21	*	505.17	

WHCD WESTSIDE HAINES KCOSTA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		4/30/21	1046659 202104 310-51300-48000 NOT OF MTG DATES		*	318.50	
		4/30/21	1046659 202104 310-51300-48000 NOT OF RULE DEVELOPMENT		*	318.50	
		4/30/21	1046659 202104 310-51300-48000 REQ PROPOSAL CONST SVCS		*	842.33	
		4/30/21	1046659 202104 310-51300-48000 NOT OF RULEMAKING		*	584.50	
		4/30/21	1046659 202104 310-51300-48000 NOT INT. COLL ASSESSMENTS		*	472.50	
		4/30/21	1046659 202104 310-51300-48000 REQ OF ENGINEER SVCS		*	627.67	
		4/30/21	1046659 202104 310-51300-48000 REQ PROPOSAL CONST SVCS		*	777.00	
		4/30/21	1046659 202104 310-51300-48000 NOT INT. COLL ASSESSMENTS		*	472.50	
		4/30/21	1046659 202104 310-51300-48000 NOT LANDOWNES MTG/ELECTIN		*	486.50	
		4/30/21	1046659 202104 310-51300-48000 NOT HEARING IMPOSE ASSESS		*	2,196.60	
				THE LEDGER/NEWS CHIEF			7,601.77 000008
6/15/21 00009		5/31/21	1047344 202105 310-51300-48000 NOT CDD MTG 5/6/21		*	480.08	
		5/31/21	1047344 202105 310-51300-48000 NOT OF LANDOW MTG 5/6/21		*	486.50	
		5/31/21	1047344 202105 310-51300-48000 SPECIAL ASSESS 5/6/21		*	2,196.60	
		5/31/21	1047344 202105 310-51300-48000 NOT BUDGET MTG 05/13/21		*	472.50	
		5/31/21	1047344 202105 310-51300-48000 NOT BOS MTG 5/27/21		*	430.50	
				THE LEDGER/NEWS CHIEF			4,066.18 000009
7/08/21 00001		5/20/21	AP052020 202105 310-51300-11000 SUPERVISOR FEES-5/20/21		*	200.00	
				APRIL PAYEUR			200.00 000010
7/08/21 99999		7/08/21	VOID 202107 000-00000-00000 VOID CHECK		C	.00	
		4/01/21	1 202104 310-51300-34000 MANAGEMENT FEES-APR21		*	2,916.67	
		4/01/21	1 202104 310-51300-35100 INFO TECHNOLOGY-APR21		*	150.00	
		4/01/21	1 202104 310-51300-35200 WEBSITE ADMIN-APR21		*	100.00	

WHCD WESTSIDE HAINES KCOSTA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		4/01/21 1	202104 310-51300-51000		*	2.80	
		OFFICE SUPPLIES					
		4/01/21 1	202104 310-51300-42000		*	2.80	
		POSTAGE					
		4/01/21 1	202104 310-51300-42500		*	35.25	
		COPIES					
		5/01/21 2	202105 310-51300-34000		*	2,916.67	
		MANAGEMENT FEES-MAY21					
		5/01/21 2	202105 310-51300-35100		*	150.00	
		INFO TECHNOLOGY-MAY21					
		5/01/21 2	202105 310-51300-35200		*	100.00	
		WEBSITE ADMIN-MAY21					
		5/01/21 2	202105 310-51300-51000		*	2.56	
		OFFICE SUPPLIES					
		5/01/21 2	202105 310-51300-42000		*	10.36	
		POSTAGE					
		5/01/21 2	202105 310-51300-42500		*	2.10	
		COPIES					
GOVERNMENTAL MANAGEMENT SERVICES						6,389.21	000011
7/08/21 00011		4/21/21 121788	202103 310-51300-31500		*	5,637.50	
		GENERAL COUNSEL-MAR21					
HOPPING GREEN & SAMS						5,637.50	000012
7/08/21 00005		5/20/21 JF052020	202105 310-51300-11000		*	200.00	
		SUPERVISOR FEES-5/20/21					
JUSTIN KEITH FRYE						200.00	000013
7/08/21 00002		5/20/21 LS052020	202105 310-51300-11000		*	200.00	
		SUPERVISOR FEES-5/20/21					
LAUREN SCHWENK						200.00	000014
7/08/21 00006		5/20/21 PM052020	202105 310-51300-11000		*	200.00	
		SUPERVISOR FEES-5/20/21					
PATRICK MARONE						200.00	000015
7/08/21 00003		5/20/21 RH052020	202105 310-51300-11000		*	200.00	
		SUPERVISOR FEES-5/20/21					
RENNIE HEATH						200.00	000016
TOTAL FOR BANK A						29,967.66	
TOTAL FOR REGISTER						29,967.66	

WHCD WESTSIDE HAINES KCOSTA



## SECTION 2

***Westside Haines City***  
***Community Development District***

***Unaudited Financial Reporting***  
***June 30, 2021***



# Table of Contents

1	<hr/>	Balance Sheet
2	<hr/>	General Fund
3	<hr/>	Month to Month

**Westside Haines City**  
**Community Development District**  
**Combined Balance Sheet**  
**June 30, 2021**

		General Fund
<b>Assets:</b>		
Cash	\$	18,059
Due From Developer	\$	-
<b>Total Assets</b>	<b>\$</b>	<b>18,059</b>
<b>Liabilities:</b>		
Accounts Payable	\$	20,700
<b>Total Liabilities</b>	<b>\$</b>	<b>20,700</b>
<b>Fund Balances:</b>		
Unassigned	\$	(2,641)
<b>Total Fund Balances</b>	<b>\$</b>	<b>(2,641)</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$</b>	<b>18,059</b>

**Westside Haines City**  
**Community Development District**  
**General Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending June 30, 2021**

	Adopted	Prorated Budget	Actual	
	Budget*	Thru 06/30/21	Thru 06/30/21	Variance
<b>Revenues</b>				
Developer Contributions	\$ 69,933	\$ 35,000	\$ 35,000	\$ -
<b>Total Revenues</b>	<b>\$ 69,933</b>	<b>\$ 35,000</b>	<b>\$ 35,000</b>	<b>\$ -</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 7,000	\$ 3,000	\$ 4,600	\$ (1,600)
Engineering	\$ 8,750	\$ 3,750	\$ -	\$ 3,750
Attorney	\$ 10,000	\$ 4,286	\$ 9,108	\$ (4,822)
Management Fees	\$ 20,417	\$ 8,750	\$ 8,750	\$ (0)
Information Technology	\$ 1,050	\$ 450	\$ 450	\$ -
Website Maintenance	\$ 2,450	\$ 1,050	\$ 300	\$ 750
Telephone	\$ 175	\$ 75	\$ -	\$ 75
Postage & Delivery	\$ 583	\$ 250	\$ 35	\$ 215
Insurance	\$ 5,000	\$ 5,000	\$ 2,548	\$ 2,452
Printing & Binding	\$ 583	\$ 250	\$ 49	\$ 201
Legal Advertising	\$ 10,000	\$ 10,000	\$ 11,668	\$ (1,668)
Other Current Charges	\$ 3,000	\$ 1,286	\$ -	\$ 1,286
Office Supplies	\$ 365	\$ 156	\$ 8	\$ 148
Travel Per Diem	\$ 385	\$ 165	\$ -	\$ 165
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 125	\$ 50
<b>Total Expenditures</b>	<b>\$ 69,933</b>	<b>\$ 38,643</b>	<b>\$ 37,641</b>	<b>\$ 1,002</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ (2,641)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ (2,641)</b>	

\* Budget is prorated from March 2021 to September 2021.

**Westside Haines City**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Revenues</b>													
Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 35,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 35,000</b>
<b>Expenditures:</b>													
<b><i>General &amp; Administrative:</i></b>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 800	\$ 1,000	\$ 1,800	\$ -	\$ -	\$ -	\$ 4,600
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,638	\$ 2,230	\$ 1,241	\$ -	\$ -	\$ -	\$ -	\$ 9,108
Management Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	\$ -	\$ -	\$ 8,750
Information Technology	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ 450
Website Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ 300
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3	\$ 10	\$ 22	\$ -	\$ -	\$ -	\$ 35
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,548	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,548
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35	\$ 2	\$ 12	\$ -	\$ -	\$ -	\$ 49
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 505	\$ 7,097	\$ 4,066	\$ -	\$ -	\$ -	\$ -	\$ 11,668
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3	\$ 3	\$ 3	\$ -	\$ -	\$ -	\$ 8
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,816</b>	<b>\$ 13,334</b>	<b>\$ 9,488</b>	<b>\$ 5,003</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 37,641</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,184</b>	<b>\$ (13,334)</b>	<b>\$ (9,488)</b>	<b>\$ (5,003)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (2,641)</b>