

*Westside Haines City
Community Development District*

Meeting Agenda

November 7, 2023

AGENDA

Westside Haines City

Community Development District

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

October 31, 2023

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

Dear Board Members:

A meeting of the Board of Supervisors of the **Westside Haines City Community Development District** will be held on **Tuesday, November 7, 2023 at 10:45 AM at the Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.**

Zoom Video Link: <https://us06web.zoom.us/j/84971047247>

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

Meeting ID: 849 7104 7247

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
 - A. Administration of Oaths of Office to Newly Elected Board Members (Seat #3, Seat #4, and Seat #5)
 - B. Consideration of Resolution 2024-01 Canvassing and Certifying the Results of the Landowners' Election
 - C. Election of Officers
 - D. Consideration of Resolution 2024-02 Electing Officers
4. Approval of Minutes of the October 3, 2023 Board of Supervisors Meeting, the October 11, 2023 Continued Board of Supervisors Meeting, and the October 19, 2023 Board of Supervisors Meeting
5. Presentation and Approval of Engineer's Report dated October 26, 2023
6. Presentation and Approval of Preliminary Supplemental Assessment Methodology for Assessment Area Two dated November 7, 2023
7. Consideration of Resolution 2024-03 Delegation Resolution for Series 2023 Assessment Area Two Bonds
8. Consideration of Ancillary Documents for Series 2023 Assessment Area Two Bonds
 - A. True-Up Agreement
 - B. Collateral Assignment Agreement
 - C. Completion Agreement
 - D. Acquisition Agreement

¹ Comments will be limited to three (3) minutes

- E. Declaration of Consent
- F. Notice of Special Assessments
- 9. Ratification of Notice of Boundary Amendment
- 10. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
- 11. Other Business
- 12. Supervisors Requests and Audience Comments
- 13. Adjournment

SECTION III

SECTION B

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNER’S ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Westside Haines Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Polk County, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District’s creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting, the Minutes of which are attached hereto as **Exhibit A**, was held on November 7, 2023, immediately prior to the meeting of the District’s Board of Supervisors, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desires to canvas the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WESTSIDE HAINES COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

_____	Seat 3	Votes _____
_____	Seat 4	Votes _____
_____	Seat 5	Votes _____

SECTION 2. In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisor, the above-named persons are declared to have been elected for the following terms of office:

_____	4 Year Term
_____	4 Year Term
_____	2 Year Term

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

[Signature page for Resolution 2024- 01]

PASSED AND ADOPTED this 7th day of November 2023.

ATTEST:

**WESTSIDE HAINES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Minutes of Landowner Meeting and Election

SECTION D

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Westside Haines City Community Development District (hereinafter the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Polk County, Florida; and

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following persons are elected to the offices shown:

Chairperson	_____
Vice Chairperson	_____
Secretary	<u>Jill Burns</u>
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	<u>George Flint</u>
Assistant Secretary	_____

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 7th day of November 2023.

ATTEST:

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

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 Wednesday, **October 3, 2023** at 9:30 a.m. at 346 E. Central Avenue, Winter Haven, Florida.

Present and constituting a quorum:

Lauren Schwenk
Bobbie Henley
Eric Lavoie

Vice Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Roy Van Wyk *via Zoom*
Lisa Kelley *by Zoom*

District Manager, GMS
District Counsel, KVW Law
District Engineer, Dewberry

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Three Board members were present in person 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 August 16, 2023 Board of Supervisors Meeting and the August 23, 2023 Continued Board of Supervisors Meeting

Ms. Burns presented the August 16, 2023 Board of Supervisors meeting minutes and August 23, 2023 Continued Board of Supervisors meeting minutes. She asked if there were any questions, comments, or changes. Hearing no changes, she asked for a motion to approve.

On MOTION by Ms. Henley, seconded by Ms. Schwenk, with all in favor, the Minutes of the August 16, 2023 Board of Supervisors
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Meeting and August 23, 2023 Continued Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Notice of Brentwood Phases 4 and 5 RFP for Construction Services and Approval of Evaluation Criteria

Ms. Burns stated this is a notice for Brentwood Phases 4 and 5 Construction Services. This has a pickup date of October 11th with questions due on October 30th and then bids would be due Monday, November 13th. Mr. Van Wyk asked Eric if they want on this RFP to request an alternate bid with the number of build out deadlines for them to meet a target substantial completion date.

Mr. Lavoie stated we finished within a certain timeframe because the length of the schedules has been coming in so long and that is kind of what Chuck was getting at yesterday. Lennar would have to close December 2024. Roy is saying if we put in an alternate that it will be done final by October/November at the latest as an alternate. Ms. Schwenk stated let’s approve for an alternate date and then work with the project manager to provide what the date would be. Mr. Van Wyk stated he would have to calculate the substantial completion times that would work. Ms. Schwenk stated to do that. Mr. Van Wyk asked for a motion to approve the evaluation criteria and authorize the RFP for construction with an alternate bid request for substantial completion within a certain number of days as determined by our construction manager.

On MOTION by Ms. Schwenk, seconded by Mr. Lavoie, with all in favor, the Notice of Brentwood Phases 4 and 5 RFP for Construction Services and Approval of Evaluation Criteria with an Alternate Bid Request for Substantial Completion, was approved.

FIFTH ORDER OF BUSINESS

Review and Ranking of Proposals Received for Wynnstone RFP for Construction Services and Authorizing Staff to Send Notices of Intent to Award (to be provided under separate cover)

Ms. Burns stated these are not quite complete yet. We talked to Heather yesterday so we are going to table this and then continue this meeting at the end, probably Wednesday October 11th which is the same day we are going to look at the Crosswinds East one as well.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk had nothing special to report.

B. Engineer

i. Consideration of Work Authorization 2024-1 from Dewberry to Provide District Engineer Services

Ms. Kelley stated on the agenda today is consideration of a work authorization. Ms. Burns stated that Resolution 2024-1 is the updated fee schedule.

On MOTION by Mr. Lavoie, seconded by Ms. Henley, with all in favor, Work Authorization 2024-1 from Dewberry to Provide District Engineer Services, was approved.
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C. Field Manager's Report

Mr. Smith stated overall the first four items we have selected vendors for landscape maintenance, aquatic maintenance and also the single lift station. I sent over the landscape quote this morning and will be sending the other two to finalize the contract write ups and will get all of those services rolling. So far as far as the site goes, we have been keeping it maintained and coordinated one-time mows with the landscaper and then some other areas are still being monitored as the installs are not finalized. We are monitoring some of the palms. The plan is to try and get them pruned and injected as soon as possible so we can keep up with that. He noted the injection is part of the landscape proposal. We included those 17 palms knowing that we would need to keep those injected. I am going to start getting those fully treated. The last items are a few maintenance items that we want to do. He noted the Cascades signs because they are such bright white, they tend to hold a little bit of dirt on them, so we just want to make sure we keep them clean with not only pressure washing but maybe some Wet and Forget type chemical treatments every now and again as well. We have noticed that some of the sidewalks and other areas are getting some iron stains due to the well. Right now, we just want to leave it as is but maybe in the future we will consider filtration as this one does seem to have an extreme amount of iron coming out of it. We are going to keep an eye on it for now. He stated otherwise they are just keeping an eye on the amenity progress and the rest of the site progressing as things come up. He noted that is all he has for today unless there are any questions.

Ms. Burns stated she has seen a lot of issues with sites that are under construction with amenity parking lots with truckers coming in and leaving their big trucks there overnight and residents complain. We generally are not putting any street parking and towing in place but if you want, we can do no overnight parking at just the amenity parking lot much earlier on, so it is established from the beginning. Ms. Burns stated they will put the signs up now and will put for the next Board meeting will do the hearings so that we can actually tow but will go ahead and put signage like no overnight parking 10-6 and until we can hold the hearing, we can't actually do that. She stated this will be done just for Cascades right now.

D. District Manager's Report

i. Approval of Check Register

Ms. Burns presented approval of the check register with a total amount of \$310,487.05. She asked for any questions on that, otherwise looking for a motion to approve.

On MOTION by Ms. Henley, seconded by Mr. Lavoie, with all in favor, the Check Register for \$310,487.05, was approved.

ii. Balance Sheet & Income Statement

Ms. Burns stated that financial statements were included in the Board's package for review. There was no action needed.

iii. Ratification of Summary of Series 2021 AA1 Requisitions #196 to #199

Ms. Burns stated that Requisitions #196 to #199 have already been approved so just need to be ratified by the Board.

On MOTION by Ms. Henley, seconded by Mr. Lavoie, with all in favor, the Series 2021 AA1 Requisitions #196 to #199, were ratified.

SEVENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

**Continuation of Meeting to October 11,
2023**

Ms. Burns asked for a motion to continue the meeting.

On MOTION by Ms. Henley, seconded by Mr. Lavoie, with all in favor, Continuing the Meeting to Wednesday October 11, 2023 at 3:45 p.m. at 346 E. Central Avenue, Winter Haven, FL 33880.

Secretary/Assistant Secretary

Chairman/Vice Chairman

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

The continued meeting of the Board of Supervisors of the Westside Haines City Community Development District was held Wednesday, **October 11, 2023** at 3:45 p.m. at 346 E. Central Avenue, Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Bobbie Henley	Assistant Secretary
Eric Lavoie	Assistant Secretary
Rob Bonin <i>via Zoom</i>	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Roy Van Wyk <i>via Zoom</i>	District Counsel, KVW Law
Heather Wertz <i>by Zoom</i>	District Project Engineer, Absolute Engineering

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the continued meeting to order and called the roll. Three Board members were present in person constituting a quorum and one Board member joining via Zoom.

SECOND ORDER OF BUSINESS

Public Comment Period

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

**Heather Wertz joined the meeting via Zoom.*

THIRD ORDER OF BUSINESS

**Review and Ranking of Proposals
Received for Wynnstone RFP for
Construction Services and Authorizing
Staff to Send Notices of Intent to Award**

Ms. Wertz reviewed the base and alternate bid rankings results. First, she explained the base bid ranking results. She stated that at the opening, they had four bidders respond: QGS, Kearney, Tucker Paving, and JDC. She explained that after comparing the bids, they added to QGS because their material stockpile of 60,000 yards needed to be added to their base bid. She noted

that it was considered an alternate, so their price went up. She stated that Kearney stayed the same, Tucker Paving stayed the same, and JDC also had an alternate for that stockpile. After ranking, Kearney was the #1 overall rank.

Ms. Wertz reviewed the alternate bid ranking results. She pointed out that the base bid was for Phase 1 Infrastructure and Phase 2 Mass Grading only and the alternate bid was Phase 1 and Phase 2 Infrastructure. She stated that they opened the bids and compared them with the same adjustments. After ranking, Kearney was the #1 rank. After brief Board discussion, it was decided to go with the alternate bid for the full project with Kearney.

On MOTION by Mr. Lavoie, seconded by Mr. Heath, with all in favor, Ranking Kearney #1 for Wynnstone RFP for Construction Services for the Alternate Bid for Full Project Construction and Authorizing Staff to Send Notices of Intent to Award to Kearney, was approved.

FOURTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk had nothing to report to the Board.

B. Engineer

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

C. Field Manager’s Report

There being no comments, the next item followed.

D. District Manager’s Report

Ms. Burns had nothing to report to the Board.

FIFTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

SIXTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

There being no comments, the next item followed.

SEVENTH ORDER OF BUSINESS

Adjournment

Ms. Burns asked for a motion to adjourn the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

**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 Thursday, **October 19, 2023** at 9:37 a.m. at 346 E. Central Avenue, Winter Haven, Florida.

Present and constituting a quorum:

Lauren Schwenk	Vice Chairman
Bobbie Henley	Assistant Secretary
Eric Lavoie	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Lauren Gentry	District Counsel, KVV Law
Heather Wertz	District Project Engineer, Absolute Engineering

FIRST ORDER OF BUSINESS

Roll Call

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

**Review and Ranking of Proposals Received
for Cascades Phase 3 RFP for Construction
Services and Authorizing Staff to Send
Notices of Intent to Award**

Ms. Burns presented the proposals received for Cascades Phase 3 RFP for construction services. Ms. Wertz stated that they opened the bids for Cascades Phase 3, and they had a base and an alternate bid. She explained that for the base bid, they had QGS, Kearney, Tucker Paving, JDC. It turned out that QGS was a little bit higher in price, but used the lowest days, which was the desired number of days in alternate bid. She noted that QGS ranked #1 on the base bid in number of points due to the days, but they had a higher price and that was why they did the alternate bid. She stated that on the alternate bid, they had a lower price with Tucker Paving coming in at just over \$9,000,000 for 240

and 270 days, so Tucker Paving ranked #1 on the alternate and that was who they recommended. She stated that if anyone had any questions, she would be happy to answer them. The Board agreed with the recommendation to go with Tucker Paving.

On MOTION by Mr. Lavoie, seconded by Ms. Schwenk, with all in favor, Awarding the Alternate Bid to Tucker Paving for Cascades Phase 3 RFP for Construction Services and Authorizing Staff to Send Notices of Intent to Award, was approved.

FOURTH ORDER OF BUSINESS

Consideration of Audit Services Engagement Letter from McDirmit Davis for Fiscal Year 2023 Audit

Ms. Burns stated that the Audit Committee reviewed and ranked proposals and the Board selected the McDirmit Davis firm. She explained that this was the engagement letter for the current year, and it was \$4,000.

On MOTION by Ms. Schwenk, seconded by Ms. Henley, with all in favor, the Audit Services Engagement Letter from McDirmit Davis for Fiscal Year 2023 Audit, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Arbitrage Rebate Report from AMTEC for Series 2021 Assessment Area One Project Bonds

Ms. Burns explained that the District had to demonstrate that they do not earn more interest than they pay. She noted that page 4 showed the negative arbitrage rebate amount. She was happy to answer any questions. Hearing none,

On MOTION by Ms. Schwenk, seconded by Mr. Lavoie, with all in favor, the Arbitrage Rebate Report from AMTEC for Series 2021 Assessment Area One Project Bonds, was approved.

SIXTH ORDER OF BUSINESS

Discussion Regarding Wynnstone Project

Ms. Burns presented the rankings from the Wynnstone RFP that the Board awarded last week. She noted that previously the Board awarded the alternate bid and there was conversation about going back and revisiting this to look at the base bid. Mr. Lavoie stated that they were going to go back to the base bid. It will still be Kearney, but it will be just Phase 1 with mass grade.

On MOTION by Mr. Lavoie, seconded by Ms. Henley, with all in favor, Reversing the Decision to Award the Alternate Bid and Instead Award the Base Bid with Kearney and Authorize Staff to Send the Notice of Intent to Award, was approved.

SEVENTH ORDER OF BUSINESS Staff Reports

A. Attorney

Ms. Gentry had nothing further to report.

B. Engineer

Ms. Wertz had nothing further to report.

C. Field Manager’s Report

There being no comments, the next item followed.

D. District Manager’s Report

Ms. Burns had nothing further to report.

EIGHTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

**NINTH ORDER OF BUSINESS Supervisors Requests and Audience
Comments**

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS Adjournment

Ms. Burns asked for a motion to adjourn the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

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

Westside Haines City Community Development District

Engineer's Report

October 26, 2023

SUBMITTED BY:

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

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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 Masee 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"). In March 2021, the District contained approximately 613.43 acres and included 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 District has amended the plan to remove 12.62 acres from the Brentwood townhomes conceptual site plan. The District currently contains approximately 595.10 acres and is expected to consist of 2702 residential lots of various sizes for single-family and townhomes with recreation/amenity areas, parks, and associated infrastructure.

The CDD was established under County Ordinance No. 21-017, which was approved by the Polk County Commission and the City of Haines City and became effective on March 18, 2021. The boundaries of the District were amended by Ordinance No. 22-071, adopted by the Board of County Commissioners of Polk County, Florida, and effective on November 7, 2022, and by Ordinance No. 23-065, adopted by the Board of County Commissioners of Polk County, Florida, and effective on October 3, 2023. 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 (AC)
Master Stormwater System	49.14
Residential Land (Single-Family and Townhomes Lots)	228.29
Roadways Infrastructure & Public Facilities	95.29
Lakes	5.09
Amenity Center	2.09
Open Space/Conservation Areas/Parks	220.91
TOTAL	595.10

PHASE	NO. UNITS
Cascades 1	597
Cascades 2	74
Cascades 3	344
Brentwood 1	226
Brentwood 2	124
Brentwood 3	122
Brentwood 4/5	290
Wynnstone 1 & 2	736
Amenity/Recreational Parcel	
Infrastructure Roadways	
Ponds/Lake/Stormwater Conservation/Open space	
TOTAL – Westside Haines City CDD	2,702

PHASE	LOT TYPE	UNITS
Cascades 1	40-ft Lots	404
	50-ft Lots	193
Cascades 2	40-ft Lots	30
	50-ft Lots	44
Cascades 3	40-ft Lots	219
	50-ft Lots	125
Brentwood 1	Townhomes	226
Brentwood 2	Townhomes	124
Brentwood 3	Townhomes	122
Brentwood 4/5	Townhomes	290
Wynnstone 1 & 2	40-ft Lots	478
	50-ft Lots	315
TOTAL LOTS IN THE DISTRICT		2,702

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.

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 2,702 residential units and associated infrastructure. The development is a planned residential community located West of US Highway 27 (SR 25) and consisting of 595.10 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 unincorporated 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. 12105Co225G, 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

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

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:

Brentwood Phase 1 and Cascades Phases 1 & 2			
Permits/Approvals	Approval/Expected Date		
	Cascades Phase 1	Cascades Phase 2	Brentwood Townhomes Phase 1
Zoning Approval	Haines City RPUD 4/1/21	Haines City RPUD – Received	Haines City RPUD – Received
Preliminary Plat	Haines City - 4/1/21	Haines City Preliminary Plat – Received	Haines City Preliminary Plat – Received
SWFWMD ERP	Issued 04/15/2021	Issued 9/3/21	Issued 6/9/2021
Construction Permits	Issued 5/18/2021	Issued 9/22/21	Received
Polk County Health Department Water	Issued 6/7/2021	Issued 9/28/2021	Issued 9/28/2021
FDEP Sanitary Sewer General Permit	Issued 5/25/2021	Issued 9/27/2021	Issued 9/29/2021
FDEP NOI	10/26/21	Received	Received

Brentwood Phases 2 & 3 and Cascade Phase 3			
Permits/Approvals	Approval/Expected Date		
	Brentwood Phase 2	Brentwood Phase 3	Cascade Phase 3
Zoning Approval	Received	Received	Received
Preliminary Plat	Received	Received	Received
SWFWMD ERP	Issued 4/5/2022	Issued 4/5/2022	Issued 4/5/2022
Construction Permits	Issued 8/12/2022	Issued 8/12/2022	Issued 8/12/2022
Polk County Utilities Permits	Received	Received	Received

Polk County Health Department General Water Distribution Permit	Issued 7/21/2022	Issued 7/21/2022	Issued 7/21/2022
FDEP Sanitary Sewer General Permit	Received ±	Received	Received
FDEP NOI – NPDES	Received	Received	Received

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. This 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.

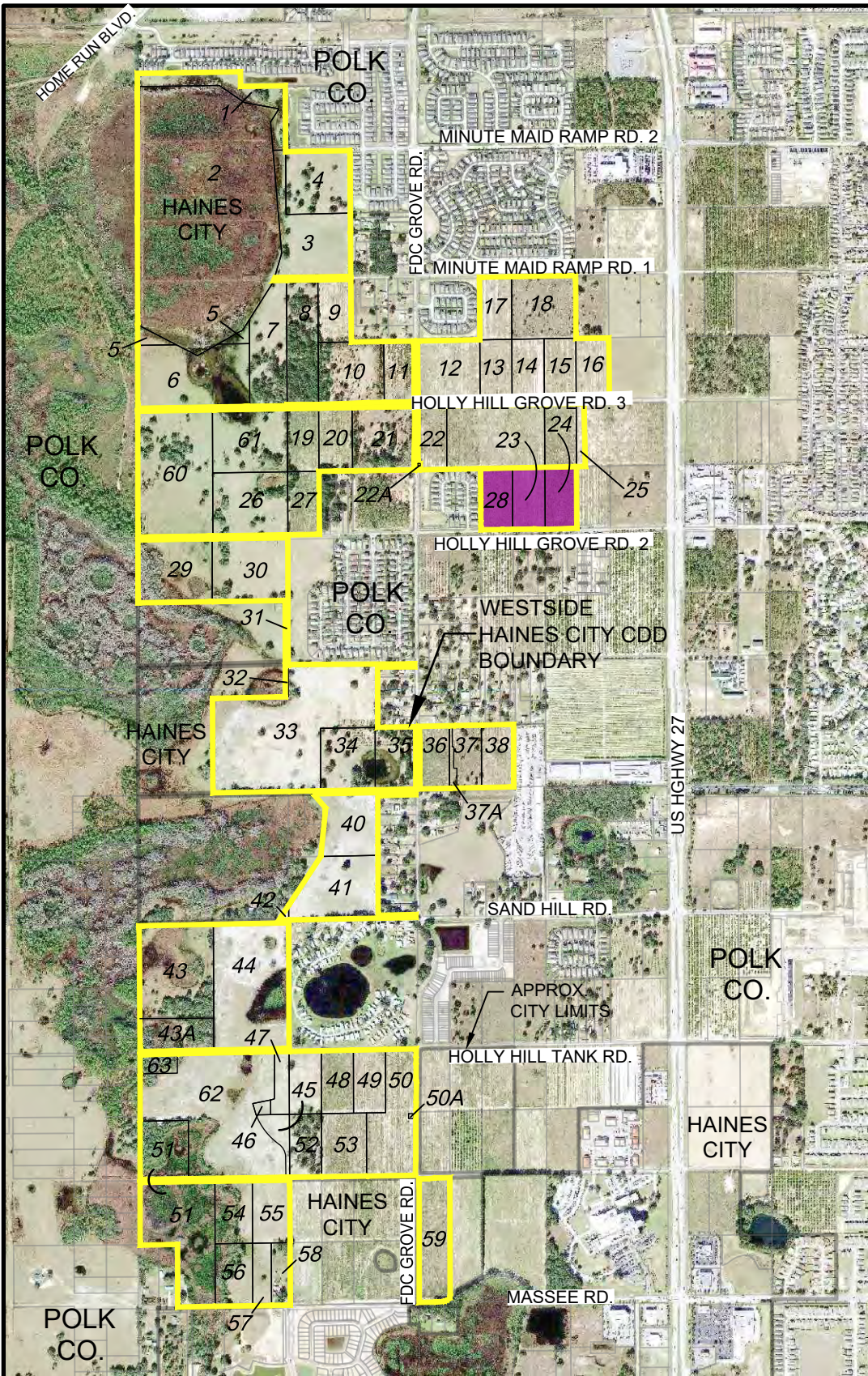
Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements benefitting all developable property located within the District,

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 CIP 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.



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

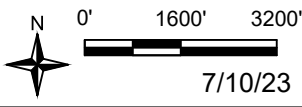


ID	Parcel No.
1	272619705000030012
2	272619705000030171
3	272619705000030201
4	272619705000030210
5	272619704500040011
6	272619704500040141
7	272619704500040041
8	272619705000040050
9	272619705000040060
10	272619705000040101
11	272619705000040090
12	272619705000020150
13	272619705000020140
14	272619705000020130
15	272619705000020120
16	272619705000020110
17	272619705000020080
18	272619705000020040
19	272619705000040210
20	272619705000040220
21	272619705000040230
22	272619705000020171
22A	272619705000020172
23	272619705000020180
24	272619705000020210
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
37A	272630708000010311
38	272630708000010300
40	272630707500040051
41	272630708000040097
42	272630708000040131
43	272630708000040170
43A	272630708000040311
44	272630708000040190
45	272631708500030011
46	272631708500030041
47	272631708500030042
48	272631708500030060
49	272631708500030070
50	272631708500030080
50A	272631708500030092
51	272631708500030151
52	272631708500030121
53	272631708500030101
54	272631708500030190
55	272631708500030200
56	272631708500030300
57	272631708500030292
58	272631708500030291
59	272631708500010170
60	272619705000040170
61	272619705000040190
62	272631708500030020
63	272631708500030012

LEGEND

- WESTSIDE HAINES CITY CDD
- PARCELS
- CDD CONTRACTION

EXHIBIT 1 - LOCATION MAP WESTSIDE HAINES CITY CDD



**EXHIBIT 2 - LEGAL DESCRIPTION
WESTSIDE HAINES CITY CDD
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 ¼ 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' TO A POINT ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF HOLLY HILL 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 TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY 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 OT THE SOUTHERLY RIGHT-OF-WAY OF AN UNNAMED ROAD, (ALSO KNOW AS MINUTE MAID RAMP ROAD 1); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°59'20"E., A DISTANCE OF 991.98 FEET TO THE POINT OF BEGINNEING.

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 ¼ 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 HO9LLY 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 COUNTY WALK ESTATES THE FOLLOWING TWO (2) COURSES: 1) N.00°21'09"W., A DISTANCE OF 631.43; 2) S.88°48'08"W. A DISTANCE OF 644.25 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY 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 HILL 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.

CASCADES PARCELS

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°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 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 TRACT 17, A DISTANCE OF 374.86 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 UNNAMED 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 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 THE 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°37'34" 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 ON 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.

PARCEL C

A PORTION OF TRACTS 1 THROUGH 16, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 28 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 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 ¼ 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 84.58 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 ¼ OF SECTION 30, TOWNSHIP 28 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 ¼ OF SAID SECTION 30 AND PROCEED N 88°48'00" E, ALONG THE SOUTH BOUNDARY OF THE SW ¼ 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.

PARCEL E

A PORTION OF TRACTS 19 THROUGH 30 IN THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY AND A PORTION OF TRACTS 5 THROUGH 13 IN THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST ¼ OF SECTION 31, TOWNSHP 28 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 30 AND PROCEED S 00°04'10" E, ALONG THE EAST BOUNDARY OF THE SOUTHWEST ¼ 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°09'08" 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 ¼ OF SECTION 31, TOWNSHIP 28 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 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°04'16" 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.

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.

PARCEL NUMBER: 272630-708000-010310 (PER BOOK 10252, PAGES 0829-0830):

TRACT 31 IN THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272630-708000-030010 (PER BOOK 10272, PAGES 1719-1721):

TRACTS 1 AND 2 IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, OF THE FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272630-708000-010320 (PER BOOK 10311, PAGES 1982-1983):

FLA DEVELOPMENT CO SUB PB PG 60 TO 63 TRACT 32 IN NE ¼ LESS ADDNL RD R/W PER MB 18 PG 43-61
PARCEL NUMBER: 272619-705000-040101 (PER BOOK 10216, PAGES 0927-0928): TRACTS 10 AND 11 IN THE SW ¼ SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272619-705000-040210 (PER BOOK 10387, PAGES 2162-2163):

TRACTS 23 AND 24 IN THE SW ¼ SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ACCORDING TO THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT RECORDED IN PLAT BOOK 3, PAGES 60-63,

INCLUSIVE, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SUBJECT TO ROADWAY ALLOWANCE AS SHOWN ON SAID PLAT.

LESS AND EXCEPT THE MAINTAINED RIGHT OF WAY OF HOLLY HILL GROVE ROAD 3, AS EVIDENCED BY COUNTY MAINTAINED MAP BOOK 17, PAGES 93-99, INCLUSIVE, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272619-070500-040230 (PER BOOK 10216, PAGES 0902-0903):
TRACTS 23 AND 24 IN THE SW ¼ SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT. RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272630-708000-010300 (PER BOOK 10543, PAGES 1172-1175):
TRACT 30 IN THE NE ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272619-705000-040060 (PER BOOK 10536, PAGES 1555-1559):
TRACT 6 IN THE SW ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; BEING THE EAST ¼ OF THE NW ¼ OF THE NE ¼ OF THE SW ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST.

PARCEL NUMBER: 272619-705000-040090 (PER BOOK 10536, PAGES 1555-1559):
TRACT 9 IN THE SW ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, ACCORDING TO THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING THE SAME AS THE E ¼ OF THE SE ¼ OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST.

PARCEL NUMBER: 272619-705000-040220 (PER BOOK 10581, PAGES 1114-1117):
TRACT 22 IN THE SW ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272619-705000-040280 (PER BOOK 10310, PAGES 0885-0887):
LOT 28 IN THE SW ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING IN THE W ¼ OF THE SW ¼ OF THE SE ¼ OF THE SW ¼ OF SAID SECTION 19.

LESS OUT

Parcel No. 39 (Tax ID 272630-707500-040053)

HOLLY HILL GROVE & FRUIT CO SUB PB 17 PG 35 PART OF TRACTS 5 & 6 IN SW1/4 DESC AS BEG SE COR TRACT 5 RUN N 330.69 FT W 165.75 FT N 315.69 FT TO S LINE PLATTED R/W E 86.84 FT S 41 DEG 18 MIN 00 SEC E 195.07 FT S 05 DEG 47 MIN 32 SEC W 501.06 FT TO POB SUBJECT TO CONSERVATION EASEMENT PER OR 3994-350.

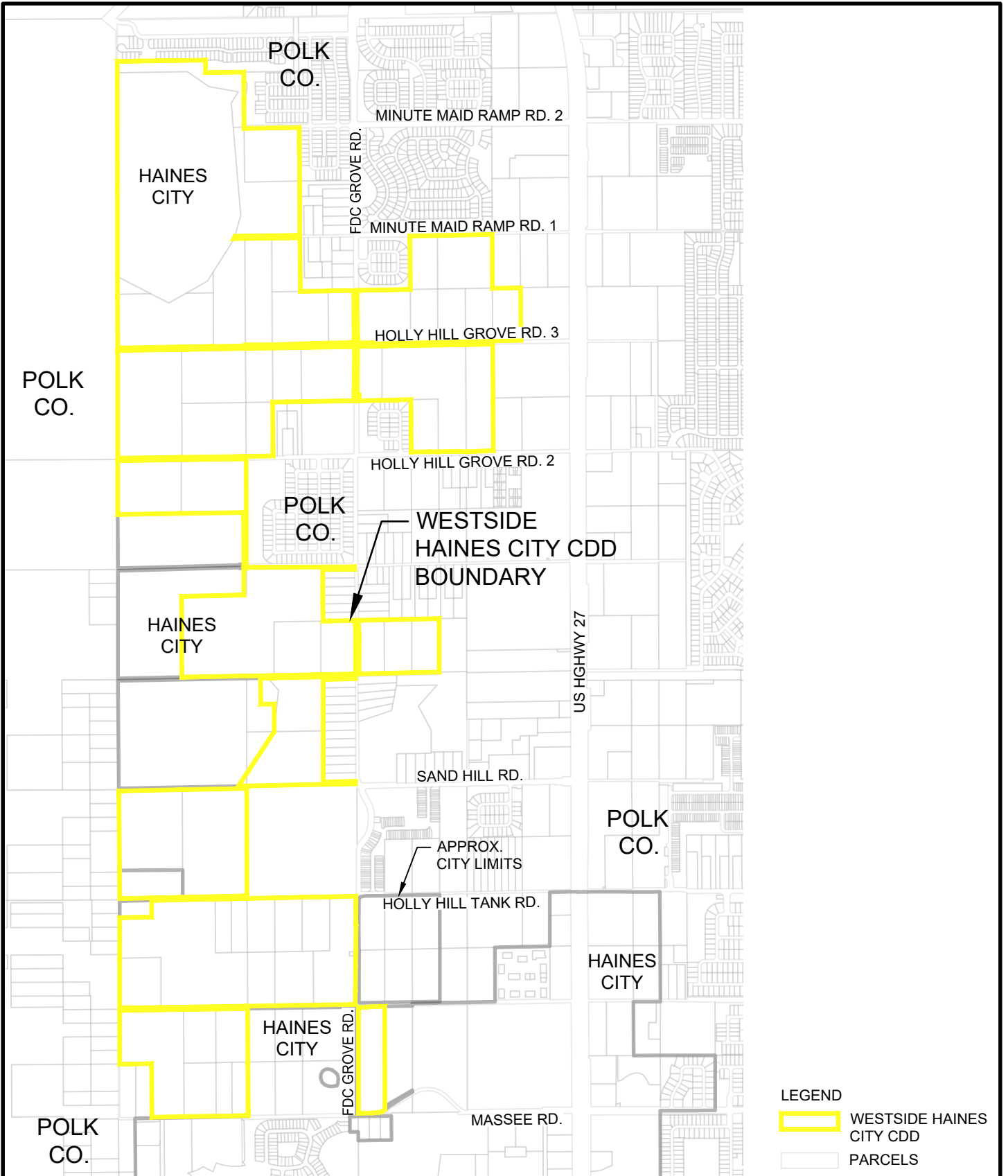
LESS OUT

DESCRIPTION: A PORTION OF TRACTS 28, 29, & 30, 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 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 BOUNDARY, OF SAID COUNTY WALK ESTATES N.00°21'09"W., A DISTANCE OF 631.43 FEET; THENCE N.88°48'08"E., A DISTANCE OF 991.93 FEET TO THE POINT OF BEGINNING.
CONTAINING 14.481 ACRES, MORE OR LESS.

ALTOGETHER CONTAINING 595.10± ACRES



LEGEND

- WESTSIDE HAINES CITY CDD
- PARCELS

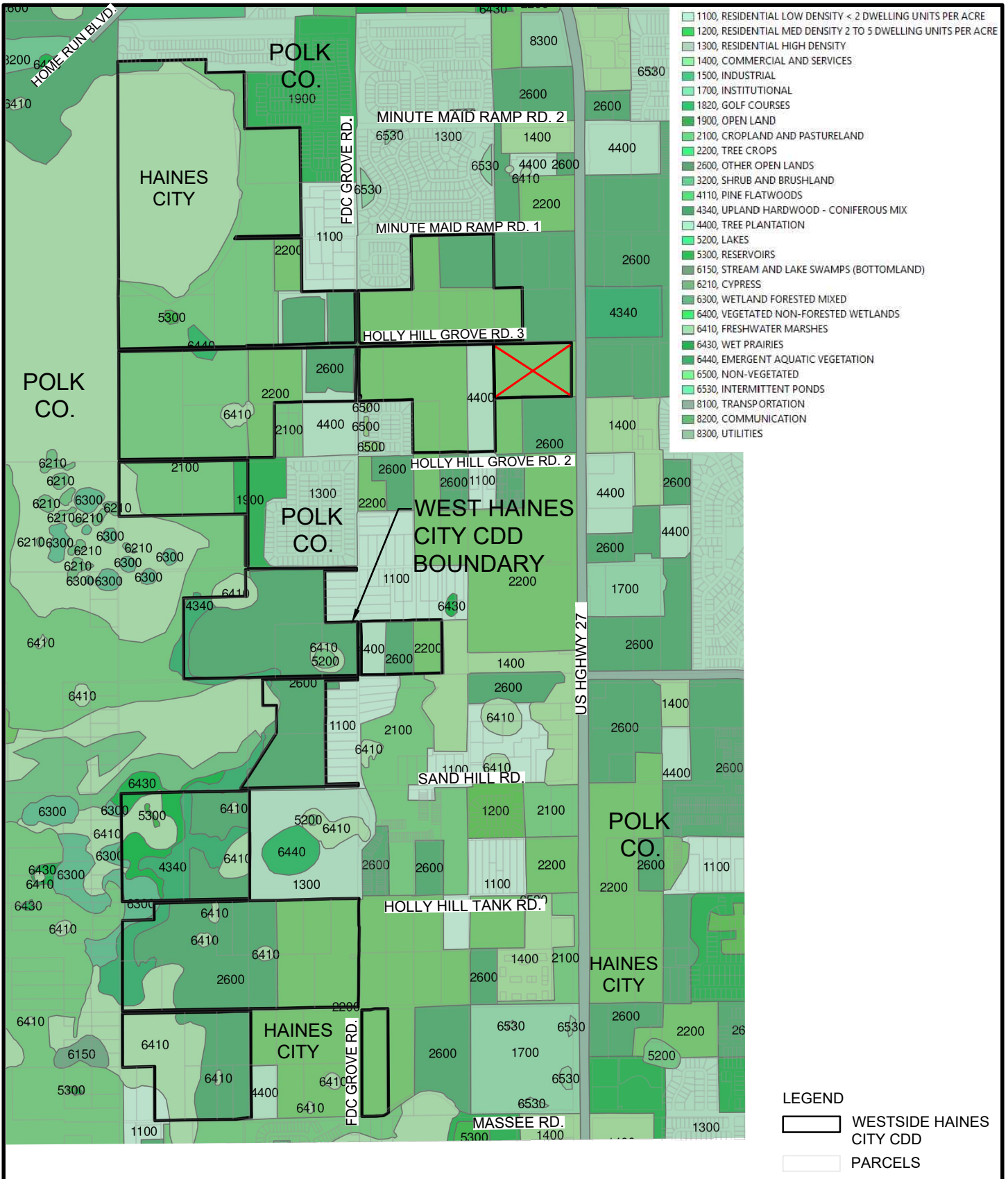
SECTS 19, 30 & 31,
T26S, R27E

EXHIBIT 3 - BOUNDARY MAP WESTSIDE HAINES CITY CDD

APPROX. CDD BOUNDARY
AREA - 600.81± AC

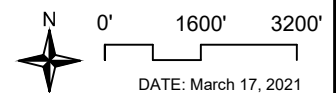


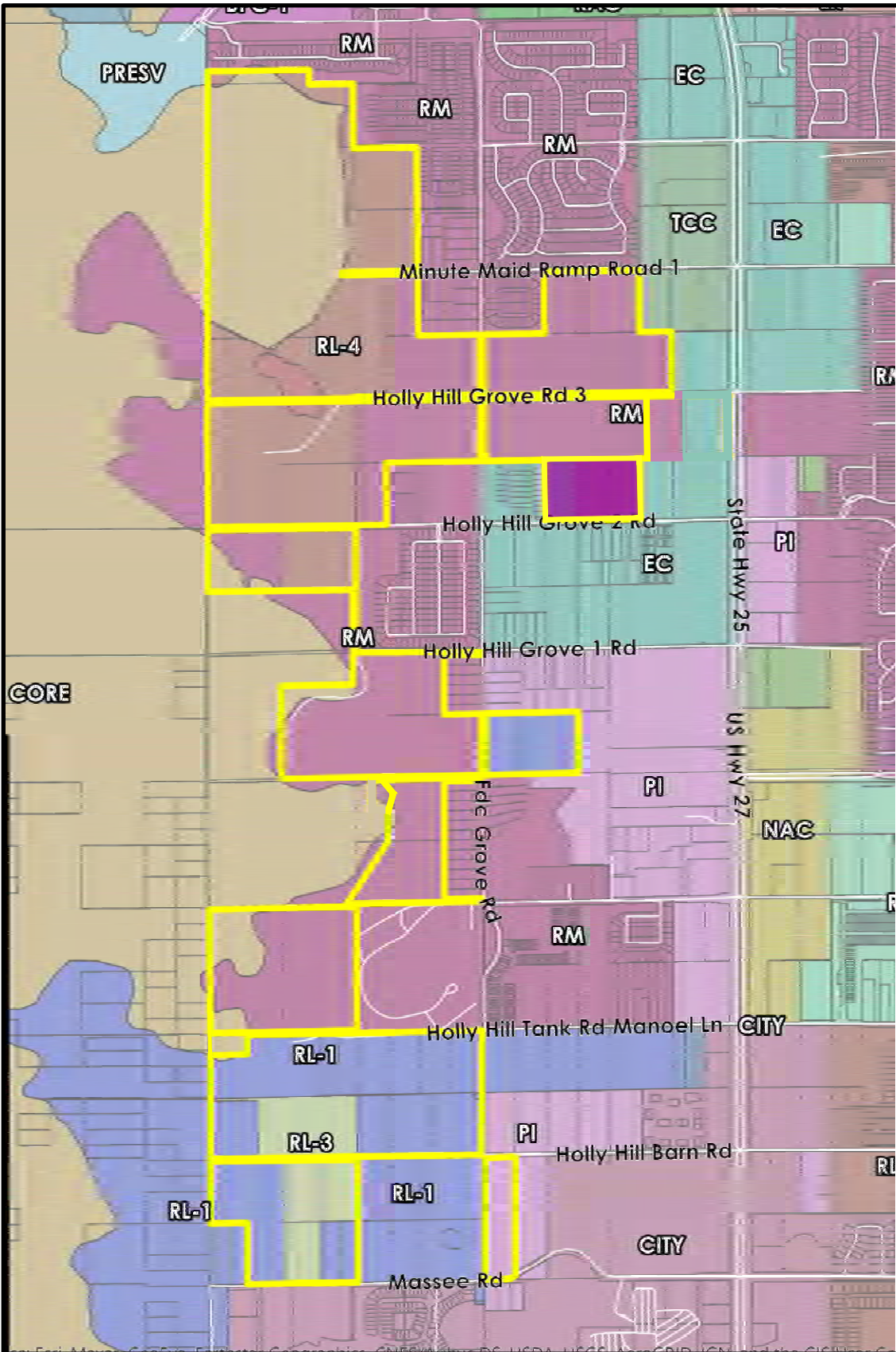
DATE: March 17, 2021



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
- PRESV
- RAC
- RH
- RL-1
- RL-3
- RL-4
- RM

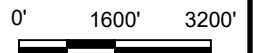
LEGEND

- WESTSIDE HAINES CITY CDD
- CDD CONTRACTION

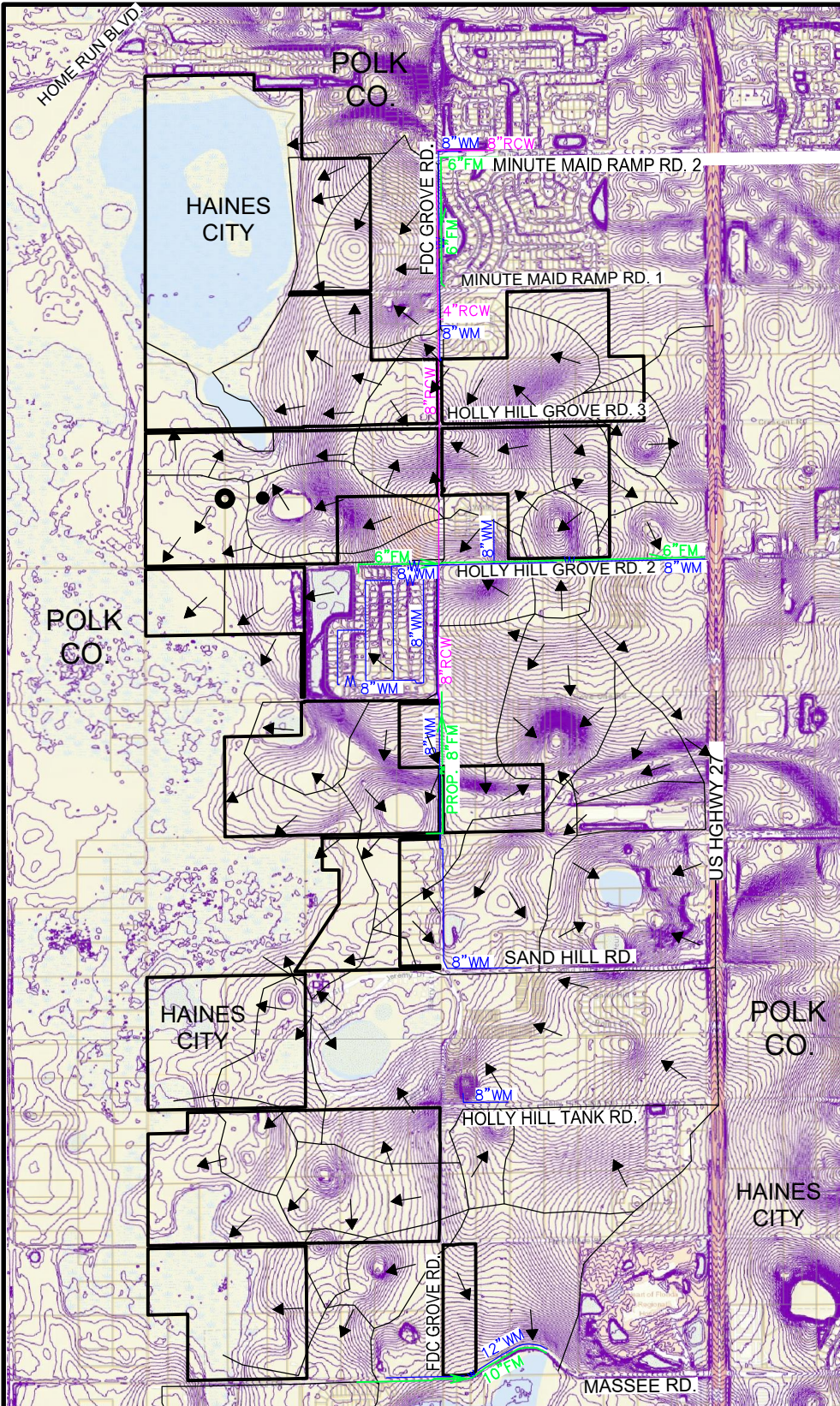
SECTS 19, 30 & 31,
T26S, R27E

EXHIBIT 5 - FUTURE LAND USE WESTSIDE HAINES CITY CDD








APPROX. CDD BOUNDARY
AREA - 609.58± AC.



7/10/23



LEGEND

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

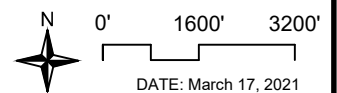


Exhibit 7 - Summary of Probable Cost

	Brentwood Townhomes				Cascades Single Family			Wynnstone Single Family		
Infrastructure	Phase 1 (226 Lots)	Phase 2 (124 Lots)	Phase 3 (122 Lots)	Phase 4/5 (290 Lots)	Phase 1 (597 Lots)	Phase 2 (74 Lots)	Phase 3 (344 Lots)	Phase 1 (503 Lots)	Phase 2 (233 Lots)	Total (2,702 Lots)
	2021-2023	2023-2024	2023-2024	2024-2025	2021-2024	2021-2024	2023-2025	2024-2025	2025-2026	
Assessment Area	1	2	2	3	1	1	2	3	4	
Offsite Improvements ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽¹¹⁾	\$970,000	\$200,000	\$0	\$250,000	\$4,000,000	\$500,000	\$625,000	\$2,500,000	\$1,562,500	\$10,607,500
Stormwater Management ⁽¹⁾⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾⁽⁷⁾	\$1,284,390	\$1,103,340	\$1,461,713	\$4,482,699	\$2,835,625	\$450,000	\$3,437,500	\$1,300,000	\$2,578,125	\$18,933,391
Utilities (Water, Sewer, & Street Lighting) ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽⁹⁾⁽¹¹⁾	\$1,169,820	\$1,004,920	\$1,331,325	\$4,082,835	\$2,731,250	\$450,000	\$3,437,500	\$1,265,000	\$2,515,625	\$17,988,275
Roadway ⁽¹⁾⁽⁴⁾⁽⁵⁾⁽⁷⁾	\$560,790	\$481,740	\$638,213	\$1,957,234	\$1,365,625	\$265,000	\$1,978,125	\$560,000	\$1,500,000	\$9,306,726
Entry Feature ⁽¹⁾⁽⁷⁾⁽⁸⁾⁽⁹⁾⁽¹¹⁾	\$100,000	\$0	\$0	\$125,000	\$750,000	\$0	\$0	\$250,000	\$156,250	\$1,381,250
Parks and Amenities ⁽¹⁾⁽⁷⁾⁽¹¹⁾	\$1,000,000	\$0	\$0	\$1,250,000	\$1,750,000	\$0	\$0	\$1,000,000	\$312,500	\$5,312,500
Contingency ⁽¹¹⁾	\$565,000	\$310,000	\$381,250	\$1,020,000	\$1,492,500	\$185,000	\$1,053,125	\$750,000	\$250,000	\$6,006,875
TOTAL	\$5,650,000	\$3,100,000	\$3,812,500	\$13,167,768	\$14,925,000	\$1,850,000	\$10,531,250	\$7,625,000	\$8,875,000	\$69,536,518

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 2023 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 2,702 lots.
11. The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).

**Exhibit 8
Summary of Proposed District Facilities**

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	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

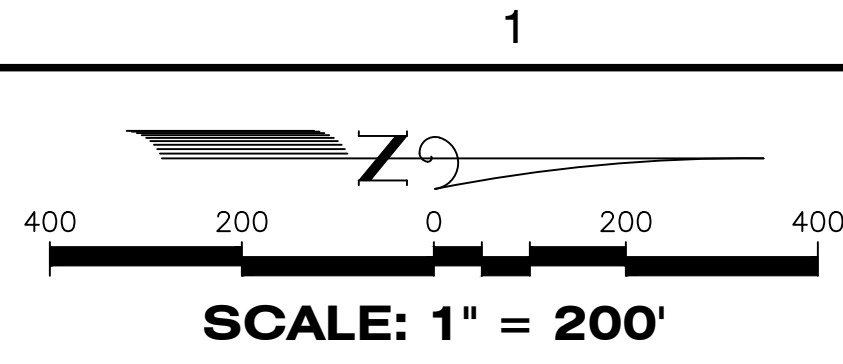
*Costs not funded by bonds will be funded by the developer

** District will fund undergrounding of electrical conduit

***District will fund street lighting maintenance services

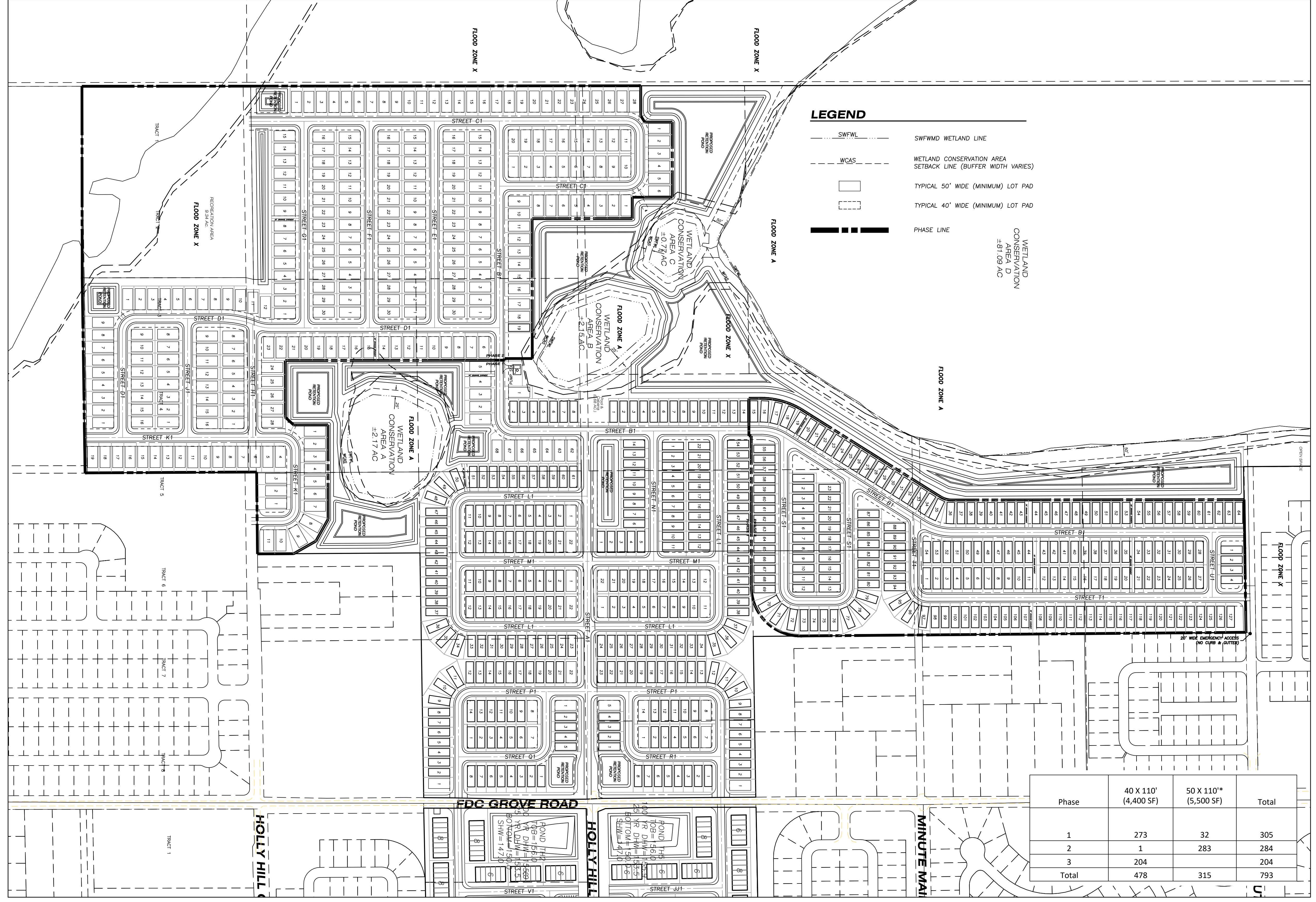
**** Haines City will own and maintain the water and sewer infrastructure for the 46 lots in the Southeast corner of the District.

EXHIBIT 9



Dewberry
 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



LEGEND

- SWFWL — SWFWD 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

WETLAND CONSERVATION AREA D 581.09 AC

WETLAND CONSERVATION AREA C 40.77 AC

WETLAND CONSERVATION AREA B 21.8 AC

WETLAND CONSERVATION AREA A 217.7 AC

Phase	40 X 110' (4,400 SF)	50 X 110* (5,500 SF)	Total
1	273	32	305
2	1	283	284
3	204		204
Total	478	315	793

SEAL

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION

REVISIONS

DRAWN BY: MJB
 APPROVED BY: RM
 CHECKED BY: RM
 DATE: 03/22/21

TITLE

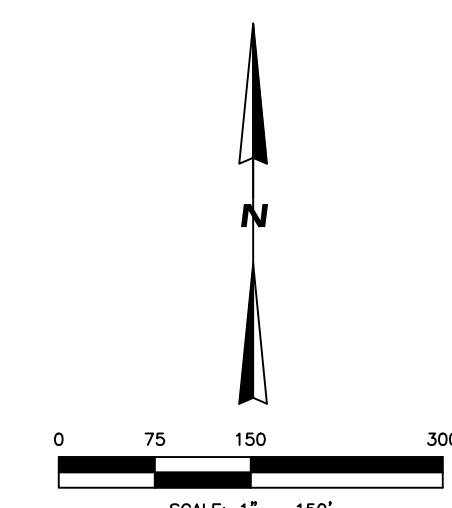
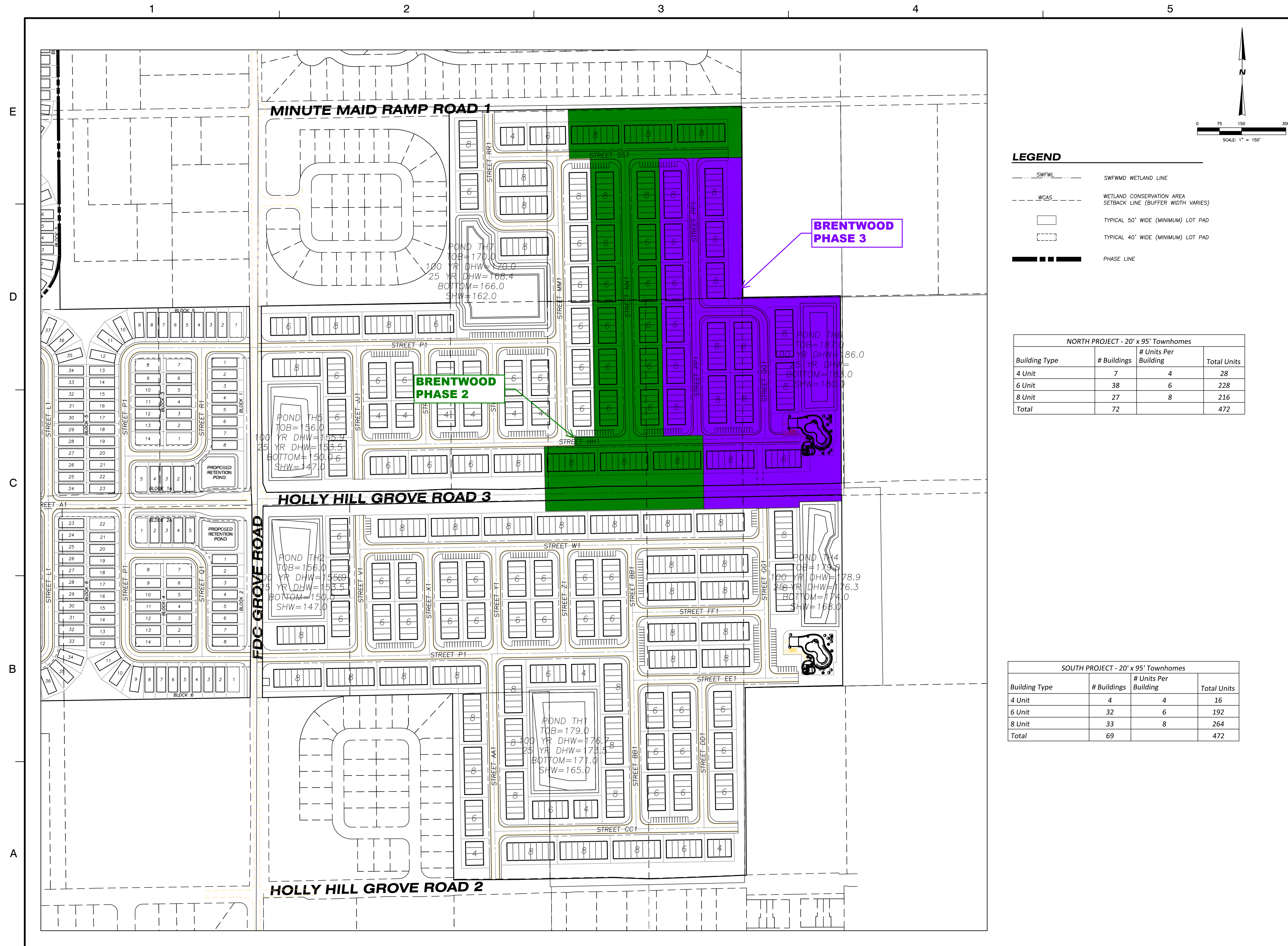
WYNNSTONE

PROJECT NO. 50137547

EXHIBIT 9



Dewberry Engineers Inc.
 800 NORTH MAGNOLIA AVENUE
 SUITE 1000
 ORLANDO, FLORIDA 32804
 PHONE: 407.843.5120
 ENGINEERING BUSINESS - 8794



LEGEND

- SWFWL SWFWL 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

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

SEAL

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION

REVISIONS

DRAWN BY: MJB
 APPROVED BY: RM
 CHECKED BY: RM
 DATE: 03/22/21

TITLE

BRENTWOOD

PROJECT NO. 50137547

2 OF 4

SHEET NO.

EXHIBIT 9



Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32804
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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

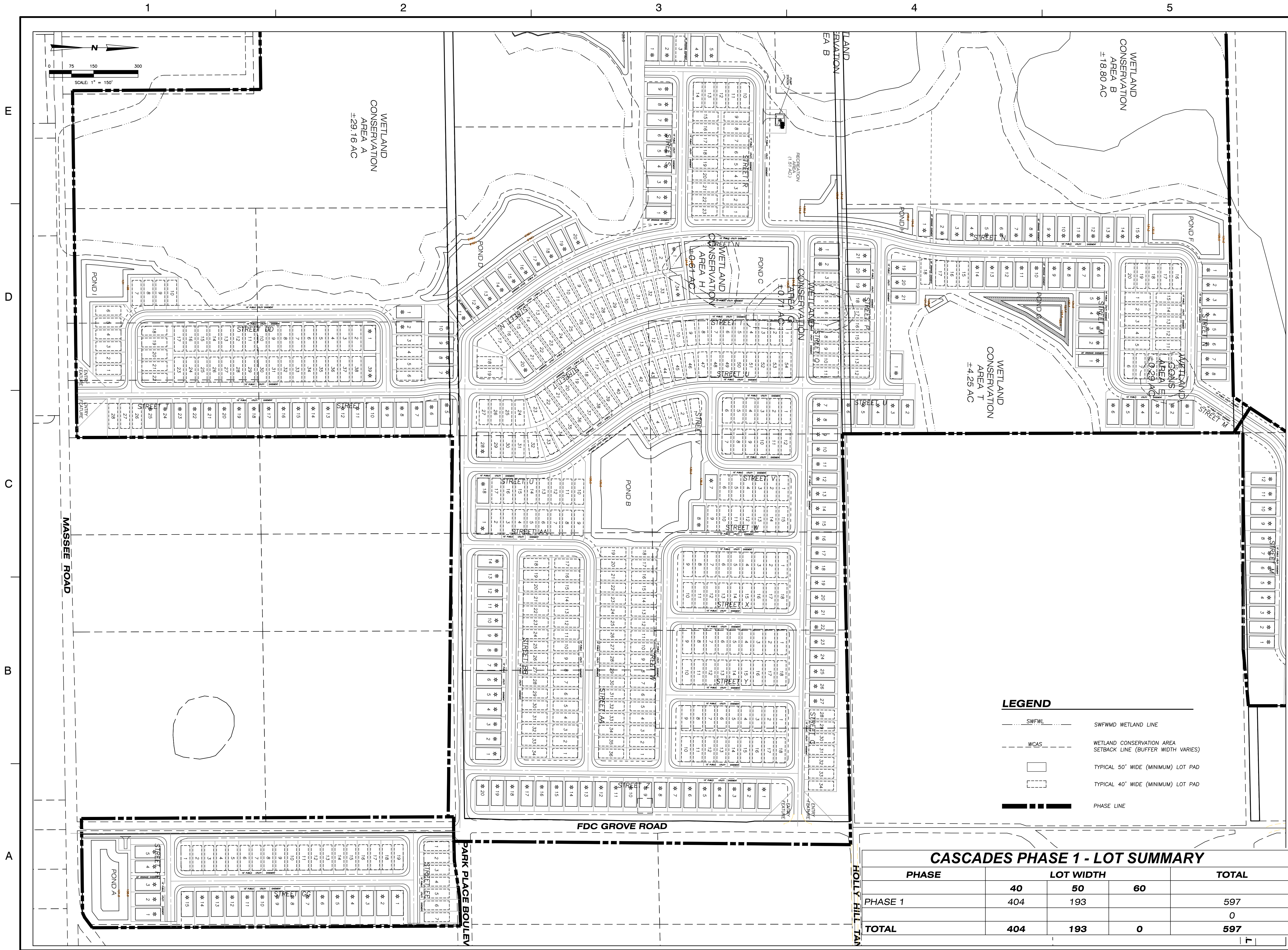
TITLE

CASCADES PHASE 1

PROJECT NO. 50137547

3 OF 4

SHEET NO.



CASCADES PHASE 1 - LOT SUMMARY

PHASE	40	50	60	TOTAL
PHASE 1	404	193	0	597
TOTAL	404	193	0	597

EXHIBIT 9



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

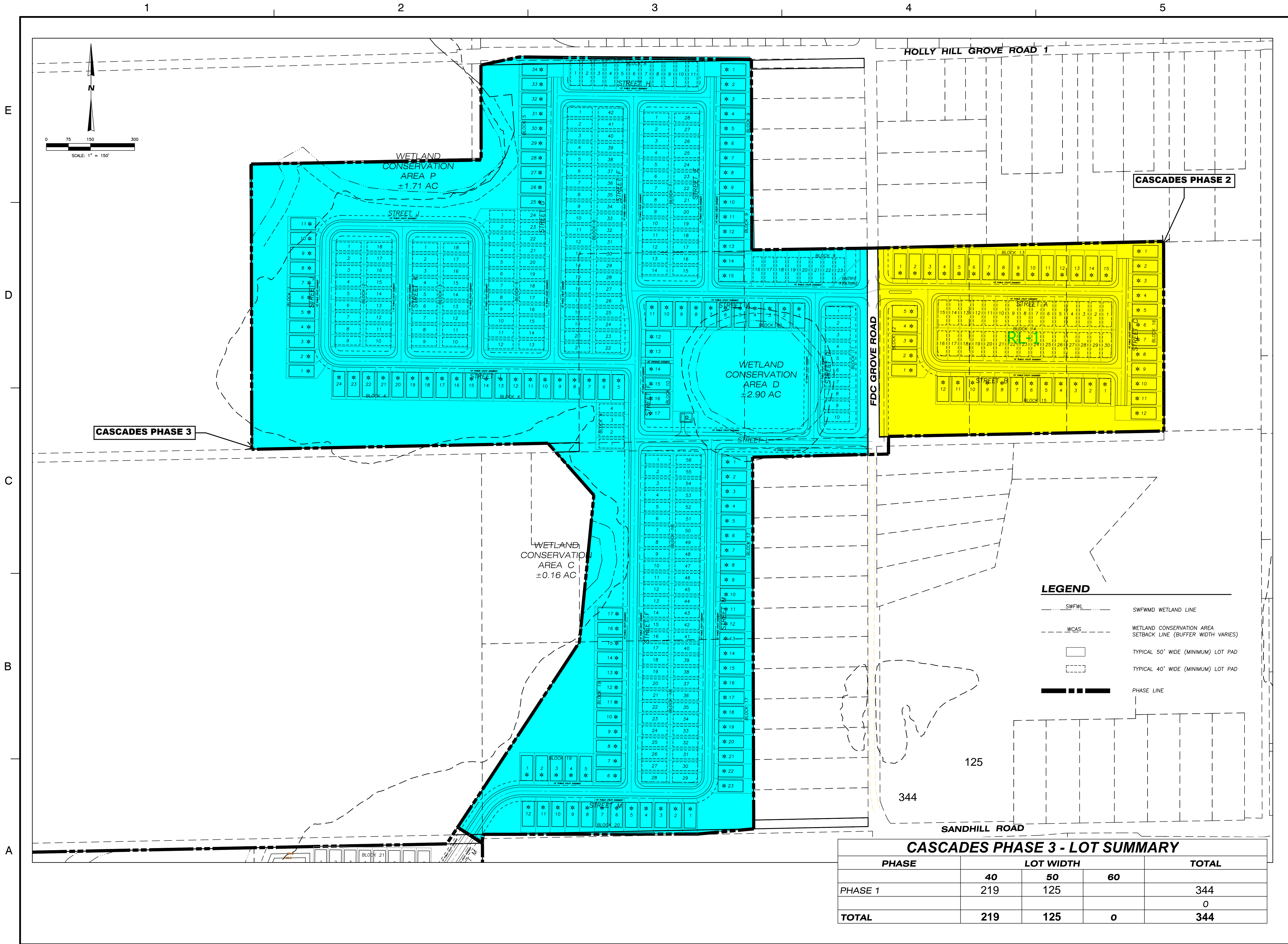
REVISIONS			
NO.	DATE	BY	DESCRIPTION

TITLE
CASCADES PHASES 2 & 3

PROJECT NO. 50137547

4 OF 4

SHEET NO.



LEGEND

— SWFWL	SWFWM WETLAND LINE
--- WCAS	WETLAND CONSERVATION AREA SETBACK LINE (BUFFER WIDTH VARIES)
[Symbol]	TYPICAL 50' WIDE (MINIMUM) LOT PAD
[Symbol]	TYPICAL 40' WIDE (MINIMUM) LOT PAD
[Symbol]	PHASE LINE

CASCADES PHASE 3 - LOT SUMMARY

PHASE	40	50	60	TOTAL
PHASE 1	219	125		344
			0	0
TOTAL	219	125	0	344

SECTION VI

**PRELIMINARY SUPPLEMENTAL
ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO**

FOR

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT DISTRICT**

Date: November 7, 2023

Prepared by

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

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GMS-CF, LLC does not represent the 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 plans to issue approximately \$8,570,000 of tax-exempt bonds (the “Bonds”) for the purpose of financing certain Assessment Area Two infrastructure improvements (“Assessment Area Two Capital Improvement Plan” or “AA2 CIP”) within the District more specifically described in the Engineer’s Report dated October 26, 2023, prepared by Dewberry Engineers Inc., Brentwood – Phases 2 & 3, and Cascades Phase 3 (collectively known as “Assessment Area Two”) 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 infrastructure improvements that benefit property owners within Assessment Area Two of the District.

1.1 Purpose

This Supplemental Assessment Methodology for Assessment Area Two (the “Supplemental Report”) which supplements the 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 AA2 CIP. 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 Assessment Area Two 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 613.43 gross developable acres within Haines City, Florida. The development program for Assessment Area Two of the District currently envisions approximately 590 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 improvements contemplated by the District in the AA2 CIP will provide facilities that benefit certain property within Assessment Area Two of the District. Specifically, the

District will construct and/or acquire certain offsite improvements, stormwater management, utilities (water, sewer, & streetlighting), roadway, contingency. 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 AA2 CIP.
2. The District Engineer determines the assessable acres that benefit from the District's AA2 CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the AA2 CIP.
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

Improvements undertaken by the District create special and peculiar benefits to the property within Assessment Area Two of the District, 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 Assessment Area Two of the District. The implementation of the AA2 CIP enables properties within the boundaries of Assessment Area Two within the District to be developed. Without the District's AA2 CIP, there would be no infrastructure to support development of land within Assessment Area Two of the District. Without these improvements, development of the property within Assessment Area Two of the District would be prohibited by law.

The general public and property owners outside of Assessment Area Two of the District may benefit from the provision of the AA2 CIP. However, any such benefit will be incidental for the purpose of the AA2 CIP, which is designed solely to meet the needs of property within Assessment Area Two of the District. Properties outside of Assessment Area Two of the District boundaries do not depend upon the District's AA2 CIP. The property owners within Assessment Area Two of the District are therefore receiving special benefits not received by the general public and those outside Assessment Area Two of the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

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

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The special 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 Two 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 AA2 CIP that is necessary to support full development of property within Assessment Area Two of the District will cost approximately \$17,443,750. The District's Underwriter projects that financing costs required to fund a portion of the AA2 CIP costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be \$8,570,000. Without the AA2 CIP, the property within Assessment Area Two 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 plans to issue approximately \$8,570,000 in Bonds in one or more series to fund a portion of the District's AA2 CIP, 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 \$8,570,000 in debt to the properties within Assessment Area Two of the District benefiting from the AA2 CIP. 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 Two of the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the AA2 CIP needed to support the development; these construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$17,443,750. 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 AA2 CIP and related costs is estimated to total \$8,570,000. 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 Two of the District is completed. Until the platting process occurs, the AA2 CIP funded by District Bonds will benefit all acres within Assessment Area Two of the District.

The initial assessments will be levied on an equal basis to all gross acreage within Assessment Area Two 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 Two of the District are benefiting from the AA2 CIP. 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 Two of the District, which are the beneficiaries of the AA2 CIP, 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.

In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. This is reflected on Table 5. Based on the product type and number of units anticipated to absorb a certain amount of the Bond principal, it is estimated that the CDD will recognize a developer contribution equal to \$1,050,000 in eligible infrastructure.

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

2.3 Allocation of Benefit

The AA2 CIP consists of offsite improvements, stormwater management, utilities (water, sewer, & streetlighting), roadway, contingency. 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 AA2 CIP 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 AA2 CIP will provide several types of systems, facilities and services for its residents. These offsite improvements, stormwater management, utilities (water, sewer, & streetlighting), roadway, contingency. The benefit from the AA2 CIP 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 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 improvements in fact actually provided.

For the provision of the AA2 CIP, 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 for the improvement or the debt as allocated.

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

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

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 AA2 CIP have been apportioned to the property within Assessment Area Two 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 Two 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 AA2 CIP is constructed.

3.0 True Up Mechanism

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

4.0 Assessment Roll

The District will initially distribute the Special Assessments across the property within Assessment Area Two of the District 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 Assessment Area Two 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
 DEVELOPMENT PROGRAM
 SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Land Use*	Brentwood Phase 2	Brentwood Phase 3	Cascades Phase 3	Total Units	ERUs per Unit (1)	Total ERUs
Townhome	124	122	0	246	0.75	185
Single Family 40'	0	0	219	219	1.00	219
Single Family 50'	0	0	125	125	1.25	156
Total Units	124	122	344	590		560

(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 TWO

Assessment Area Two Capital Improvement Plan ("AA2 CIP") (1	Brentwood - Phases 2 and 3	Cascades - Phase 3	Total Cost Estimate
Offsite Improvements	\$ 200,000	\$ 625,000	\$ 825,000
Stormwater Management	\$ 2,565,053	\$ 3,437,500	\$ 6,002,553
Utilities (Water, Sewer, & Streetlighting)	\$ 2,336,245	\$ 3,437,500	\$ 5,773,745
Roadway	\$ 1,119,953	\$ 1,978,125	\$ 3,098,078
Contingency	\$ 691,250	\$ 1,053,125	\$ 1,744,375
	\$ 6,912,500	\$ 10,531,250	\$ 17,443,750

(1) A detailed description of these improvements is provided in the Engineer's Report dated October 26, 2023.

Prepared by: Governmental Management Services - Central Florida, LLC

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

Bond Sizing

Description	Total
Sources	
Par	\$ 8,570,000 *
Total Sources	\$ 8,570,000
Uses	
Construction - Brentwood	\$ 2,246,502
Construction - Cascades	\$ 4,989,361
Debt Service Reserve	\$ 673,500
Capitalized Interest	\$ 289,238
Underwriters Discount	\$ 171,400
Cost of Issuance	\$ 200,000
Total Uses	\$ 8,570,000

Bond Assumptions:

Average Coupon	6.75%
Amortization	30 Years
Capitalized Interest	Thru 5/1/24
Debt Service Reserve	MADS
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
 SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Townhome	246	0.75	184.5	32.96%	\$ 5,749,659	\$ 23,373
Single Family 40'	219	1.00	219	39.12%	\$ 6,824,799	\$ 31,163
Single Family 50'	125	1.25	156.25	27.91%	\$ 4,869,292	\$ 38,954
	590		560	100.00%	\$ 17,443,750	

* 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 TWO

Land Use	No. of Units *	Total Improvements Costs Per Product Type	Potential Allocation of Par Debt Per Product Type	Developer Contributions**	Allocation of Par Debt Per Product Type	Per Unit Revised Par
Townhome	246	\$ 5,749,659	\$ 3,170,862	\$ (510,154)	\$ 2,660,708	\$ 10,816
Single Family 40'	219	\$ 6,824,799	\$ 3,763,787	\$ (1,767)	\$ 3,762,020	\$ 17,178
Single Family 50'	125	\$ 4,869,292	\$ 2,685,351	\$ (538,079)	\$ 2,147,272	\$ 17,178
	590	\$ 17,443,750	\$ 9,620,000	\$ (1,050,000)	\$ 8,570,000	

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

** In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. Based on the product type and number of units anticipated to absorb the Bond Principal, it is estimated that the CDD will recognize a developer contribution equal to \$1,050,000 in eligible infrastructure.

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
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Townhome	246	\$ 2,660,708.24	\$ 10,815.89	\$ 209,100.00	\$ 850.00	\$ 913.98
Single Family 40'	219	\$ 3,762,020.04	\$ 17,178.17	\$ 295,650.00	\$ 1,350.00	\$ 1,451.61
Single Family 50'	125	\$ 2,147,271.71	\$ 17,178.17	\$ 168,750.00	\$ 1,350.00	\$ 1,451.61
	590	\$ 8,570,000.00		\$ 673,500.00		

(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 TWO

Owner	Property ID #'s	Acres	Total Par Debt		Net Annual Debt		Gross Annual	
			Allocation Per Acre	Total Par Debt Allocated	Assessment Allocation	Debt Assessment Allocation (1)		
WYNNSTONE INVESTORS LLC	272619705000030012	7.14	\$ 21,833	\$ 155,891	\$ 12,251	\$ 13,173		
WYNNSTONE INVESTORS LLC	272619705000030171	81.07	\$ 21,833	\$ 1,770,042	\$ 139,104	\$ 149,574		
WYNNSTONE INVESTORS LLC	272619704500040011	1.69	\$ 21,833	\$ 36,899	\$ 2,900	\$ 3,118		
CASSIDY HOLDINGS GROUP INC	272619705000040210	4.83	\$ 21,833	\$ 105,456	\$ 8,288	\$ 8,911		
CASSIDY HOLDINGS GROUP INC	272630708000030132	0.43	\$ 21,833	\$ 9,388	\$ 738	\$ 793		
CASSIDY HOLDINGS GROUP INC	272630708000030202	0.22	\$ 21,833	\$ 4,803	\$ 377	\$ 406		
STEVENS CHARLES AND KAREN TRUST	272630707500040053	1.42	\$ 21,833	\$ 31,004	\$ 2,437	\$ 2,620		
CASSIDY HOLDINGS GROUP INC	272630708000040131	0.18	\$ 21,833	\$ 3,930	\$ 309	\$ 332		
WYNNSTONE INVESTORS LLC	272619704500040041	10.20	\$ 21,833	\$ 222,682	\$ 17,500	\$ 18,817		
WYNNSTONE INVESTORS LLC	272619704500040141	16.53	\$ 21,833	\$ 360,999	\$ 28,370	\$ 30,506		
GLK REAL ESTATE LLC	272619705000020040	7.83	\$ 21,833	\$ 170,996	\$ 13,438	\$ 14,450		
GLK REAL ESTATE LLC	272619705000020110	4.95	\$ 21,833	\$ 108,150	\$ 8,499	\$ 9,139		
GLK REAL ESTATE LLC	272619705000020120	4.76	\$ 21,833	\$ 103,997	\$ 8,173	\$ 8,788		
GLK REAL ESTATE LLC	272619705000020130	3.13	\$ 21,833	\$ 68,238	\$ 5,363	\$ 5,766		
GLK REAL ESTATE LLC	272619705000020140	0.04	\$ 21,833	\$ 937	\$ 74	\$ 79		
THORNHILL EAST LLC	272619705000020171	2.69	\$ 21,833	\$ 58,822	\$ 4,623	\$ 4,971		
NORTHEAST POLK LAND INVESTMENTS LLC	272619705000020180	18.97	\$ 21,833	\$ 414,264	\$ 32,556	\$ 35,007		
NORTHEAST POLK LAND INVESTMENTS LLC	272619705000020210	9.59	\$ 21,833	\$ 209,490	\$ 16,463	\$ 17,703		
NORTHEAST POLK LAND INVESTMENTS LLC	272619705000020220	1.05	\$ 21,833	\$ 22,849	\$ 1,796	\$ 1,931		
CASSIDY HOLDINGS LLC	272619705000020300	4.74	\$ 21,833	\$ 103,445	\$ 8,130	\$ 8,741		
WYNNSTONE INVESTORS LLC	272619705000030201	12.52	\$ 21,833	\$ 273,331	\$ 21,481	\$ 23,097		
WYNNSTONE INVESTORS LLC	272619705000030210	9.81	\$ 21,833	\$ 214,285	\$ 16,840	\$ 18,108		
WYNNSTONE INVESTORS LLC	272619705000040050	9.51	\$ 21,833	\$ 207,687	\$ 16,322	\$ 17,550		
NORTHEAST POLK LAND INVESTMENTS LLC	272619705000040060	5.03	\$ 21,833	\$ 109,921	\$ 8,638	\$ 9,289		
NORTHEAST POLK LAND INVESTMENTS LLC	272619705000040090	4.43	\$ 21,833	\$ 96,818	\$ 7,609	\$ 8,181		
CASSIDY HOLDINGS GROUP INC	272619705000040101	9.78	\$ 21,833	\$ 213,601	\$ 16,787	\$ 18,050		
WYNNSTONE INVESTORS LLC	272619705000040170	22.91	\$ 21,833	\$ 500,249	\$ 39,314	\$ 42,273		
WYNNSTONE INVESTORS LLC	272619705000040190	11.47	\$ 21,833	\$ 250,491	\$ 19,686	\$ 21,167		
NORTHEAST POLK LAND INVESTMENTS LLC	272619705000040220	5.16	\$ 21,833	\$ 112,617	\$ 8,850	\$ 9,517		
CASSIDY HOLDINGS GROUP INC	272619705000040230	9.54	\$ 21,833	\$ 208,281	\$ 16,368	\$ 17,600		
WYNNSTONE INVESTORS I LLC	272619705000040280	4.82	\$ 21,833	\$ 105,170	\$ 8,265	\$ 8,887		
WYNNSTONE INVESTORS LLC	272619705000040290	11.48	\$ 21,833	\$ 250,662	\$ 19,699	\$ 21,182		
CASSIDY HOLDINGS LLC	272630707500040051	8.74	\$ 21,833	\$ 190,829	\$ 14,997	\$ 16,126		
CASSIDY HOLDINGS LLC	272630708000030010	11.35	\$ 21,833	\$ 247,721	\$ 19,468	\$ 20,933		

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	272630708000030030	11.55	\$ 21,833	\$ 252,256	\$ 19,824	\$ 21,316
CASSIDY HOLDINGS LLC	272630708000030191	36.43	\$ 21,833	\$ 795,429	\$ 62,511	\$ 67,216
CASSIDY PROPERTY INVESTMENTS LLC	272630708000030250	6.14	\$ 21,833	\$ 134,158	\$ 10,543	\$ 11,337
GLK REAL ESTATE LLC	272630708000030261	8.29	\$ 21,833	\$ 180,958	\$ 14,221	\$ 15,292
CASSIDY HOLDINGS LLC	272630708000040097	12.06	\$ 21,833	\$ 263,253	\$ 20,689	\$ 22,246
Totals		392.52		\$ 8,570,000	\$ 673,500	\$ 724,194

Annual Assessment Periods	30 Years
Average Coupon Rate (%)	6.75%
Maximum Annual Debt Service	\$673,500

(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 VII

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF ITS WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (ASSESSMENT ARE TWO PROJECT) (THE "ASSESSMENT AREA TWO BONDS"); DETERMINING CERTAIN DETAILS OF THE ASSESSMENT AREA TWO BONDS AND ESTABLISHING CERTAIN PARAMETERS FOR THE SALE THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE NEGOTIATED SALE OF THE ASSESSMENT AREA TWO BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE ASSESSMENT AREA TWO BONDS AND AWARDING THE ASSESSMENT AREA TWO BONDS TO THE UNDERWRITER NAMED THEREIN; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM RELATING TO THE ASSESSMENT AREA TWO BONDS AND ITS USE BY THE UNDERWRITER IN CONNECTION WITH THE OFFERING FOR SALE OF THE ASSESSMENT AREA TWO BONDS; APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM RELATING TO THE ASSESSMENT AREA TWO BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; PROVIDING FOR THE APPLICATION OF ASSESSMENT AREA TWO BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE ASSESSMENT AREA TWO BONDS; MAKING CERTAIN DECLARATIONS; REPEALING RESOLUTION NO. 2022-02 ADOPTED JANUARY 19, 2022; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Westside Haines City Community Development District (the "District") is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and created by Ordinance No. 21-017 enacted by the Board of County Commissioners of Polk County, Florida (the "County") on March 16, 2021, which became effective on March 18, 2021, and amended by Ordinance No. 22-071, adopted by the Board of County Commissioners of the County and effective on November 7, 2022, and by Ordinance No. 23-065, adopted by the Board of County Commissioners of the County and effective October 3, 2023; and

WHEREAS, pursuant to the Act and Resolution No. 2021-24 duly adopted by the Board of Supervisors of the District on March 29, 2021 (the "Original Authorizing Resolution"), the Board of Supervisors authorized the issuance of not to exceed \$110,000,000 in aggregate principal amount of its Special Assessment Bonds to finance all or a portion of the design, acquisition and construction costs of capital improvements benefiting certain land in the District pursuant to the Act; and approved the form of a Master Trust Indenture (the "Master Indenture"), between the District and U.S. Bank National Association, as Trustee (the "Trustee"); and

WHEREAS, on June 7, 2021, the Circuit Court of the Tenth Judicial Circuit of Florida, in and for Polk County, Florida, issued a Final Judgment validating the Bonds and the proceedings incident thereto to the extent required by and in accordance with Section 190.016(12), Florida Statutes; and

WHEREAS, pursuant to the Original Authorizing Resolution and Resolution No. 2021-32 duly adopted by the Board on June 17, 2021, the District issued its \$19,810,000 aggregate principal amount of Westside Haines City Community Development District Special Assessment Bonds, Series 2021 (Assessment Area One Project) pursuant to the Master Indenture, as amended and supplemented by the First Supplemental Trust Indenture dated as of July 1, 2021, between the District and Trustee, the proceeds of which were used to provide funds for the payment of a portion of the costs of the Capital Improvement Program, the first portion of which comprises Brentwood Townhomes – Phase 1 and Cascades Single Family – Phases 1 and 2, including 226 residential townhome units, 597 single family residential units and 74 single family residential units, respectively; and

WHEREAS, on January 19, 2022, the Board adopted Resolution No. 2022-02 (the "Prior Resolution") authorizing the issuance of not exceeding \$9,400,000 aggregate principal amount of the District's special assessment Bonds to provide for the costs of the infrastructure for residential lots within the District; and

WHEREAS, as a result of certain unforeseen delays, as well as increases to costs of construction and financing from the delay, the provisions of the documents approved pursuant to the Prior Resolution no longer accurately reflect the proposed financing; and

WHEREAS, the Board hereby wishes to repeal the Prior Resolution and authorize the issuance of its Assessment Area Two Bonds (as defined herein); and

WHEREAS, the District now desires to authorize the issuance of its second Series of Bonds pursuant to the Master Trust Indenture for the purpose of providing funds for the payment of costs of master infrastructure and roadway improvements associated with the remaining phases of the Capital Improvement Program, comprising the Assessment Area Two Project as described more particularly in the Westside Haines City Community Development District [Second Amended and Restated] Engineer's Report dated [October 26, 2023], prepared by Dewberry Engineers Inc. and summarized in Schedule 1 attached to this Resolution; and

WHEREAS, the District has determined it to be in the best interest of the landowners of the District, for the District to undertake the Assessment Area Two Project, and the District has

determined to issue its Westside Haines City Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two Project) (the "Assessment Area Two Bonds") for the primary purpose of providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Assessment Area Two Project; and

WHEREAS, on [January 19, 2022, the District approved a Preliminary Supplemental Assessment Methodology - Series 2023 Assessment Area for Westside Haines City Community Development District dated January 19, 2022, supplementing the Master Assessment Methodology Report dated March 29, 2021] (collectively, the "Assessment Methodology Report") prepared by the District's Methodology Consultant, Governmental Management Services – Central Florida, LLC, setting forth the District's methodology for allocating debt to property within the District, setting forth the District's methodology for allocating debt in connection with the Assessment Area Two Bonds to property within the District; and

WHEREAS, the Assessment Area Two Bonds will be secured by special assessments levied and imposed on assessable land within the District in accordance with the Assessment Methodology Report; and

WHEREAS, there has been submitted to this meeting with respect to the issuance and sale of the Assessment Area Two Bonds and submitted to the Board:

- (i) a form of Second Supplemental Trust Indenture regarding the Assessment Area Two Bonds, between the Trustee and the District attached hereto as Exhibit A (the "Second Supplemental Indenture" and together with the Master Indenture, the "Indenture");
- (ii) a form of Bond Purchase Contract with respect to the Assessment Area Two Bonds between FMSbonds, Inc. (the "Underwriter") and the District attached hereto as Exhibit B (the "Bond Purchase Contract"), together with the form of a disclosure statement attached to the Bond Purchase Contract in accordance with Section 218.385, Florida Statutes;
- (iii) a form of Preliminary Limited Offering Memorandum relating to the Assessment Area Two Bonds attached hereto as Exhibit C (the "Preliminary Limited Offering Memorandum");
- (iv) a form of Rule 15c2-12 Certificate of the District relating to the Preliminary Limited Offering Memorandum, attached hereto as Exhibit D (the "Rule 15c2-12 Certificate"); and
- (v) a form of the Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") to be entered into among the District, the dissemination agent named therein (the "Dissemination Agent"), and any landowner constituting an "Obligated Person" under the terms of the Continuing Disclosure Agreement, attached hereto as Exhibit E;

WHEREAS, any capitalized term used herein and not otherwise expressly defined herein shall have the meaning ascribed thereto in the Indenture; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Westside Haines City Community Development District, as follows:

Section 1. Authorization of Issuance of Assessment Area Two Bonds. There are hereby authorized and directed to be issued the Westside Haines City Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two Project) (the "Assessment Area Two Bonds") in an aggregate principal amount not to exceed \$10,000,000, for the purposes of (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Assessment Area Two Project, (ii) making a deposit to the Assessment Area Two Reserve Account in an amount equal to the Assessment Area Two Reserve Requirement, (iii) funding a portion of the interest coming due on the Assessment Area Two Bonds, and (iv) paying certain costs of issuance in respect of the Assessment Area Two Bonds. The Assessment Area Two Bonds shall be issued under and secured by the Indenture the form of which is hereby incorporated by reference into this resolution as if set forth in full herein.

Section 2. Details of the Assessment Area Two Bonds. The District hereby determines that the Assessment Area Two Bonds shall mature in the amounts and at the times, shall bear interest at the rates, be redeemable at the redemption prices and in the manner as determined by the Chair of the Board of Supervisors of the District (the "Chair") or any member of the Board of Supervisors designated by the Chair (a "Designated Member"), prior to the sale of said Assessment Area Two Bonds, all in a manner consistent with the requirements of the Bond Resolution and within the parameters set forth in Section 5 hereof.

Section 3. Second Supplemental Indenture. The District hereby approves and authorizes the execution of the Second Supplemental Indenture by the Chair or any Designated Member and the Secretary or any Assistant Secretary of the Board of Supervisors (the "Secretary") and the delivery of the Second Supplemental Indenture in substantially the form thereof attached hereto as Exhibit A, with such changes therein as shall be approved by the Chair or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Second Supplemental Indenture attached hereto.

Section 4. Negotiated Sale. The Assessment Area Two Bonds shall be sold by a negotiated sale to the Underwriter. It is hereby determined by the District that a negotiated sale of the Assessment Area Two Bonds to the Underwriter will best effectuate the purposes of the Act, is in the best interests of the District and is necessitated by, in general, the characteristics of the issues and prevailing market conditions and specifically, the following additional reasons:

(i) because of the complexity of the financing structure of the Assessment Area Two Bonds, including the pledge of Special Assessments as security for the Assessment Area Two Bonds, it is desirable to sell the Assessment Area Two Bonds pursuant to a negotiated sale so as to have an underwriter involved from the outset of the financing to assist in these matters;

(ii) because of changing market conditions for tax-exempt bonds and the necessity of being able to adjust the terms of the Assessment Area Two Bonds, it is in the best interests of the District to sell the Assessment Area Two Bonds by a negotiated sale;

(iii) the Underwriter has participated in structuring the issuance of the Assessment Area Two Bonds and can assist the District in attempting to obtain the most attractive financing for the District;

(iv) the Assessment Area Two Bonds do not bear a credit rating and will be offered initially only to accredited investors within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder; and

(v) the District will not be adversely affected if the Assessment Area Two Bonds are not sold pursuant to a competitive sale.

Section 5. Bond Purchase Contract. The District hereby approves the form of the Bond Purchase Contract submitted by the Underwriter and attached hereto as Exhibit B, and the sale of the Assessment Area Two Bonds by the District upon the terms and conditions set forth in the Bond Purchase Contract is hereby approved. The Chair or a Designated Member are each hereby authorized, acting individually, to execute the Bond Purchase Contract and to deliver the Bond Purchase Contract to the Underwriter. The Bond Purchase Contract shall be in substantially the form of the Bond Purchase Contract attached hereto as Exhibit B with such changes, amendments, modifications, omissions and additions as may be approved by the Chair or the Designated Member; provided, however,

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

(ii) The interest rate on the Assessment Area Two Bonds shall not exceed an average net interest cost rate, which shall be computed by adding 300 basis points to The Bond Buyer "20 Bond Index" published immediately preceding the first day of the calendar month in which the bonds are sold, as provided in Section 215.84(3), Florida Statutes, as amended;

(iii) The aggregate principal amount of the Assessment Area Two Bonds shall not exceed \$10,000,000;

(iv) The Assessment Area Two Bonds shall have a final maturity not later than the maximum term allowed by Florida law, which is currently thirty (30) years of principal amortization; and

(v) The price at which the Assessment Area Two Bonds shall be sold to the Underwriter shall not be less than 98.0% of the aggregate face amount of the Assessment Area Two Bonds, exclusive of original issue discount.

Execution by the Chair or a Designated Member of the Bond Purchase Contract shall be deemed to be conclusive evidence of approval of such changes.

Section 6. Preliminary Limited Offering Memorandum; Final Limited Offering Memorandum. The District hereby approves the form of the Preliminary Limited Offering Memorandum submitted to this meeting and attached hereto as Exhibit C and authorizes its distribution and use in connection with the limited offering for sale of the Assessment Area Two Bonds. The preparation of a final Limited Offering Memorandum relating to the Assessment Area Two Bonds (the "Limited Offering Memorandum") is hereby approved and the Chair or any Designated Member is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Assessment Area Two Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Assessment Area Two Bonds. The Limited Offering Memorandum shall be substantially in the form of the Preliminary Limited Offering Memorandum attached hereto as Exhibit C, with such changes as shall be approved by the Chair or Designated Member as necessary to conform the details of the Assessment Area Two Bonds and such other insertions, modifications and changes as may be approved by the Chair or Designated Member. The execution and delivery of the Limited Offering Memorandum by the Chair or Designated Member shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Assessment Area Two Bonds. The Chair is further authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, in the form as mailed, and in furtherance thereof to execute the Rule 15c2-12 Certificate evidencing the same substantially in the forms attached hereto as Exhibit D.

Section 7. Continuing Disclosure. The District hereby authorizes and approves the execution and delivery of the Continuing Disclosure Agreement by and among the District, the Dissemination Agent and any landowner constituting an "Obligated Person" under the Continuing Disclosure Agreement, by the Chair or a Designated Member substantially in the form presented to this meeting and attached hereto as Exhibit E, with such changes therein as shall be approved by the Chair or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Continuing Disclosure Agreement attached hereto. The Continuing Disclosure Agreement is being executed by the District in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) promulgated by the U.S. Securities and Exchange Commission.

Section 8. Application of Bond Proceeds. The proceeds of the Assessment Area Two Bonds shall be applied in the manner required in the Second Supplemental Indenture.

Section 9. Further Official Action; Ratification of Prior and Subsequent Acts. The Chair, the Secretary and each member of the Board of Supervisors of the District and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Assessment Area Two Bonds, any documents required in connection with implementation of a book-entry system of registration,

and investment agreements relating to the investment of the proceeds of the Assessment Area Two Bonds and any agreements in connection with maintaining the exclusion of interest on the Assessment Area Two Bonds from gross income of the holders thereof) and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chair or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. The Chair or any Designated Member may, among other things, change the date of any document accompanying this Resolution as an exhibit. Execution by the Chair or a Designated Member of such document shall be deemed to be conclusive evidence of approval of such change of date. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution and the issuance of the Assessment Area Two Bonds, whether heretofore, or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 10. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 11. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 12. Repeal of Prior Resolution. The Prior Resolution is hereby repealed in its entirety and replaced by the provisions of this Resolution.

Section 13. Public Meetings. It is hereby found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of the District, pursuant to all applicable laws and orders, and that all deliberations of the District that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

Section 14. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

PASSED in Public Session of the Board of Supervisors of Westside Haines City Community Development District, this 7th day of November, 2023.

**WESTSIDE HAINES CITY COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary,
Board of Supervisors

Chair, Board of Supervisors

SCHEDULE I

DESCRIPTION OF ASSESSMENT AREA TWO PROJECT

The Assessment Area Two Project includes, but is not limited to, the following onsite and offsite improvements, including, but not limited to [_____], described in more detail in the Westside Haines City Community Development District [Second Amended and Restated] Engineer's Report dated [October 26, 2023], prepared by Dewberry Engineers Inc.:

[TO BE ADDED]

EXHIBIT A

FORM OF SECOND SUPPLEMENTAL TRUST INDENTURE

SECOND SUPPLEMENTAL TRUST INDENTURE

between

**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
(POLK COUNTY, FLORIDA)**

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
(successor to U.S. Bank National Association)**

as Trustee

Dated as of [_____] 1, 2023

**Authorizing and Securing
\$ _____
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2023
(ASSESSMENT AREA TWO PROJECT)**

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THIS SECOND SUPPLEMENTAL TRUST INDENTURE (the "Second Supplemental Trust Indenture"), dated as of [_____] 1, 2023, between the **WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT** (together with its successors and assigns, the "Issuer" or the "District"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** (successor in interest to U.S. Bank National Association), a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Fort Lauderdale, Florida, as trustee (said national banking association and any bank or trust company becoming successor trustee under this Second Supplemental Trust Indenture being hereinafter referred to as the "Trustee");

WITNESSETH:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") created pursuant to Ordinance No. 21-017 enacted by the Board of County Commissioners of Polk County, Florida (the "County") on March 16, 2021, which became effective on March 18, 2021, and amended by Ordinance No. 22-071, adopted by the Board of County Commissioners of the County and effective on November 7, 2022, and by Ordinance No. 23-065, adopted by the Board of County Commissioners of the County and effective October 3, 2023, for the purposes of delivering community development services and facilities to property to be served by the District (as defined below); and

WHEREAS, the premises governed by the Issuer (the "District Lands") (as further described in Exhibit A attached to the Master Indenture (as defined herein)) currently consist of approximately 613.43 gross acres of land located within the County and Haines City, Florida (the "City"); and

WHEREAS, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

WHEREAS, the Issuer has determined to undertake the acquisition and/or construction of public infrastructure improvements and community facilities for the special benefit of the District Lands comprised of three developments known as "Brentwood Townhomes," "Cascades Single Family" and "Wynnstone Single Family" each of which are to be developed in multiple phases (collectively, the "Capital Improvement Program"), [as described in the Amended and Restated Engineer's Report dated January 19, 2022 approved by the Board of Supervisors of the District (the "Board") on [_____]]; and

WHEREAS, the Issuer has previously adopted Resolution No. 2021-24 on March 29, 2021 (the "Original Authorizing Resolution"), authorizing the issuance of not to exceed \$110,000,000 in aggregate principal amount of its Special Assessment Bonds (the "Bonds") to finance all or a portion of the planning, design, acquisition and construction costs of certain improvements pursuant to the Act for the special benefit of the District Lands or portions thereof and approving the form of and authorizing the execution and delivery of the Master Indenture; and

WHEREAS, the Bonds were validated by the Circuit Court of the Tenth Judicial Circuit of Florida, in and for Hardee, Highlands and Polk Counties, rendered on the 7th day of June, 2021, and the appeal period from such final judgment has expired with no appeal being taken; and

WHEREAS, pursuant to the Original Authorizing Resolution and Resolution No. 2021-32 duly adopted by the Board on June 17, 2021, the District issued its \$19,810,000 aggregate principal amount of Westside Haines City Community Development District Special Assessment Bonds, Series 2021 (Assessment Area One Project) pursuant to the Master Indenture, as amended and supplemented by the First Supplemental Trust Indenture dated as of July 1, 2021, the net proceeds of which were used to provide funds for the payment of a portion of the public costs of the Capital Improvement Program, the first portion of which was comprised of "Brentwood Townhomes – Phase 1" and "Cascades Single Family – Phases 1 and 2" (as presented in Schedule "I" of the Original Authorizing Resolution); and

WHEREAS, [TBD] (the "Assessment Area Two Landowner"), is the owner of (i) lands known as "Brentwood Townhomes - Phase 2" planned for 124 townhome residential units, (ii) lands known as "Brentwood Townhomes - Phase 3" planned for 122 townhome residential units, and (iii) lands known as "Cascades Single Family - Phase 3" planned for 344 single-family residential units; and

WHEREAS, the lands comprising Brentwood Townhomes - Phase 2, Brentwood Townhomes - Phase 3 and Cascades Single Family - Phase 3 are collectively referred to herein as "Assessment Area Two", and the Assessment Area Two Landowner will construct or cause the Issuer to construct all or a portion of the public infrastructure necessary to serve Assessment Area Two (such public infrastructure as described on Exhibit A attached hereto and collectively referred to as the "Assessment Area Two Project"); and

WHEREAS, the Issuer has determined to issue its second Series of Bonds, as authorized by Resolution No. 2024-[03] duly adopted by the Board on [November 7, 2023], and designated as the Westside Haines City Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two Project) (the "Assessment Area Two Bonds"), pursuant to that certain Master Indenture and this Second Supplemental Trust Indenture (hereinafter sometimes collectively referred to as the "Assessment Area Two Indenture") to secure the issuance of the Assessment Area Two Bonds and to set forth the terms of the Assessment Area Two Bonds; and

WHEREAS, in the manner provided herein, the net proceeds of the Assessment Area Two Bonds will be used for the purposes of (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Assessment Area Two Project, (ii) funding a deposit to the Assessment Area Two Reserve Account in the amount of the Assessment Area Two Reserve Requirement, (iii) paying a portion of the interest coming due on the Assessment Area Two Bonds, and (iv) paying the costs of issuance of the Assessment Area Two Bonds; and

WHEREAS, the Assessment Area Two Bonds will be secured by a pledge of Assessment Area Two Pledged Revenues (as herein defined) to the extent provided herein.

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL TRUST INDENTURE WITNESSETH, that to provide for the issuance of the Assessment Area Two Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Assessment Area Two Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Assessment Area Two Bonds by the Holders thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association), as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Assessment Area Two Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Assessment Area Two Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and, to the extent the same may be lawfully granted, any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Assessment Area Two Indenture with respect to the Assessment Area Two Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Holders of the Assessment Area Two Bonds issued and to be issued under this Second Supplemental Trust Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Second Supplemental Trust Indenture) of any one Assessment Area Two Bond over any other Assessment Area Two Bond, all as provided in the Assessment Area Two Indenture.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Assessment Area Two Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Assessment Area Two Bonds and the Assessment Area Two Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Assessment Area Two Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Second Supplemental Trust Indenture and the rights hereby granted shall cease and terminate, otherwise this Second Supplemental Trust Indenture to be and remain in full force and effect.

ARTICLE I DEFINITIONS

In this Second Supplemental Trust Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition to certain terms defined in the recitals above, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

"Acquisition Agreement" shall mean that certain Agreement by and between the District and the Assessment Area Two Landowner regarding the acquisition of certain work product, improvements and real property, dated [_____] , 2023.

"Arbitrage Certificate" shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated [_____] , 2023, relating to certain restrictions on arbitrage under the Code with respect to the Assessment Area Two Bonds.

"Assessment Area Two Acquisition and Construction Accounts" shall mean the Brentwood Phases 2/3 Acquisition and Construction Account and the Cascades Phase 3 Acquisition and Construction Account, each established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Trust Indenture in connection with components of the Assessment Area Two Project.

"Assessment Area Two Assessment Area" shall mean the [] acres of land within the District currently planned for a total of 590 units comprising (i) Brentwood Townhomes - Phase 2, (ii) Brentwood Townhomes Phase 3, and (iii) Cascades Single Family - Phase 3."

"Assessment Area Two Bond Redemption Account" shall mean the Account so designated, established as a separate Account within the Bond Redemption Fund pursuant to Section 4.01(g) of this Second Supplemental Trust Indenture.

"Assessment Area Two Bonds" shall have the meaning as described in the recitals hereto.

"Assessment Area Two Costs of Issuance Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Trust Indenture.

"Assessment Area Two General Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Assessment Area Two Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Trust Indenture.

"Assessment Area Two Indenture" shall mean collectively, the Master Indenture and this Second Supplemental Trust Indenture.

"Assessment Area Two Interest Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Second Supplemental Trust Indenture.

"Assessment Area Two Landowner[s]" shall mean [TBD], and any entity or entities which succeed to all or any part of the interests and assume any or all of the responsibilities of said entities.

"Assessment Area Two Optional Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Assessment Area Two Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Trust Indenture.

"Assessment Area Two Pledged Revenues" shall mean with respect to the Assessment Area Two Bonds (a) all revenues received by the Issuer from Assessment Area Two Special Assessments levied and collected benefitted by the Assessment Area Two Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Assessment Area Two Special Assessments or from the issuance and sale of tax certificates with respect to such Assessment Area Two Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Assessment Area Two Indenture created and established with respect to or for the benefit of the Assessment Area Two Bonds; provided, however, that Assessment Area Two Pledged Revenues shall not include (A) any moneys transferred to the Assessment Area Two Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Assessment Area Two Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Assessment Area Two Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

"Assessment Area Two Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of Assessment Area Two Special Assessments being prepaid pursuant to Section 4.05 of this Second Supplemental Trust Indenture or Assessment Area Two Special Assessments collected as a result of an acceleration of the Assessment Area Two Special Assessments pursuant to Section 170.10, Florida Statutes, if such Assessment Area Two Special Assessments are being collected through a direct billing method.

"Assessment Area Two Prepayment Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Assessment Area Two Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Trust Indenture.

"Assessment Area Two Principal Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(c) of this Second Supplemental Trust Indenture.

"Assessment Area Two Project" shall mean the public infrastructure described on Exhibit A attached hereto, funded with the net proceeds of the Assessment Area Two Bonds and benefiting the Assessment Area Two Assessment Area.

"Assessment Area Two Rebate Account" shall mean the Account so designated, established as a separate Account within the Rebate Fund pursuant to Section 4.01(j) of this Second Supplemental Trust Indenture.

"Assessment Area Two Reserve Account" shall mean the Account so designated, established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Second Supplemental Trust Indenture.

"Assessment Area Two Reserve Requirement" or "Reserve Requirement" shall be mean (i) initially, an amount equal to the maximum annual debt service on the Assessment Area Two Bonds as calculated from time to time; (ii) upon the occurrence of the Reserve Release Conditions #1, fifty percent (50%) of the maximum annual debt service on the Assessment Area Two Bonds as calculated from time to time; and (iii) upon the occurrence of the Reserve Release Conditions #2, ten percent (10%) of the maximum annual debt service on the Assessment Area Two Bonds as calculated from time to time. Upon satisfaction of the Reserve Release Conditions #1 or Reserve Release Conditions #2, as applicable, such excess amount shall be released from the Assessment Area Two Reserve Account and transferred to either or both of the respective Assessment Area Two Acquisition and Construction Accounts in accordance with the provisions of Sections 4.01(a) and 4.01(f) hereof. For the purpose of calculating the Assessment Area Two Reserve Requirement, maximum annual debt service, fifty percent (50%) of maximum annual debt service, or ten percent (10%) of maximum annual debt service, as the case may be, shall be recalculated in connection with the extraordinary mandatory redemption described in Sections 3.01(b)(i) and 3.01(b)(iii) hereof (but not upon the optional or mandatory sinking fund redemption thereof) and such excess amount shall be released from the Assessment Area Two Reserve Account and, other than as provided in the immediately preceding sentence, transferred to the Assessment Area Two General Redemption Subaccount or the Assessment Area Two Prepayment Subaccount as applicable, in accordance with the provisions of Sections 3.01(b)(i), 3.01(b)(iii), 4.01(f), 4.01(i) and 4.05(a) hereof. Amounts on deposit in the Assessment Area Two Reserve Account may, upon final maturity or redemption of all Outstanding Assessment Area Two Bonds be used to pay principal of and interest on the Assessment Area Two Bonds at that time. Initially, the Assessment Area Two Reserve Requirement shall be equal to \$_____.

"Assessment Area Two Revenue Account" shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Second Supplemental Trust Indenture.

"Assessment Area Two Special Assessments" shall mean the Special Assessments levied on the assessable lands within the Assessment Area Two Assessment Area as a result of the Issuer's acquisition and/or construction of the Assessment Area Two Project, corresponding in amount to the debt service on the Assessment Area Two Bonds and designated as such in the methodology report relating thereto.

"Assessment Resolutions" shall mean Resolution Nos. 2021-25, 2021-26, 2021-29, and [2024-__] of the Issuer adopted on March 29, 2021, March 29, 2021, May 20, 2021 and [_____, 20__], respectively, as amended and supplemented from time to time.

"Brentwood Phases 2/3 Acquisition and Construction Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Trust Indenture in connection with components of the Assessment Area Two Project related to Brentwood Townhomes - Phase 2 and Brentwood Townhomes - Phase 3.

"Brentwood Townhomes - Phase 2" shall mean the land within the District planned for 124 townhome residential units.

"Brentwood Townhomes - Phase 3" shall mean the land within the District planned for 122 townhome residential units.

"Cascades Phase 3 Acquisition and Construction Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Trust Indenture in connection with components of the Assessment Area Two Project related to Cascades Single Family - Phase 3.

"Cascades Single Family - Phase 3" shall mean the land within the District planned for 344 single family residential units.

"Collateral Assignment" shall mean the agreement wherein certain rights and material documents necessary to complete the development planned by the Assessment Area Two Landowner on the District Lands are collaterally assigned to the District as security for the Assessment Area Two Landowner's obligation to pay the Assessment Area Two Special Assessments imposed against such lands which are benefited by the Assessment Area Two Project and subject to the Assessment Area Two Special Assessments and owned by Assessment Area Two Landowner from time to time.

"Completion Agreement" shall mean the Agreement between the District and the Assessment Area Two Landowner regarding the completion of certain improvements, dated [_____] , 2023.

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement for the benefit of the Beneficial Owners of the Assessment Area Two Bonds, dated [_____] , 2023, by and among the Issuer, the dissemination agent named therein, and the Assessment Area Two Landowner, in connection with the issuance of the Assessment Area Two Bonds.

"Declaration of Consent" shall mean the certain instrument executed by the Assessment Area Two Landowner declaring consent to the jurisdiction of the District and the imposition of the Assessment Area Two Special Assessments.

"District Manager" shall mean Governmental Management Services – Central Florida, LLC, and its successors and assigns.

"Engineer's Report" shall mean the Westside Haines City Community Development District [Second Amended and Restated] Engineer's Report dated October 26, 2023.

"Interest Payment Date" shall mean May 1 and November 1 of each year, commencing May 1, 2024.

"Majority Holders" means the Beneficial Owners of more than fifty percent (50%) in aggregate principal amount of the Outstanding Assessment Area Two Bonds.

"Master Indenture" shall mean the Master Trust Indenture, dated as of July 1, 2021, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Assessment Area Two Bonds (as opposed to supplements or amendments relating to any Series of Bonds other than the Assessment Area Two Bonds as specifically defined in this Second Supplemental Trust Indenture).

"Paying Agent" shall mean U.S. Bank Trust Company, National Association, and its successors and assigns as Paying Agent hereunder.

"Prepayment" shall mean the payment by any owner of property of the amount of Assessment Area Two Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term "Prepayment" also means any proceeds received as a result of accelerating and/or foreclosing the Assessment Area Two Special Assessments. "Prepayments" shall include, without limitation, Assessment Area Two Prepayment Principal.

"Quarterly Redemption Date" shall mean each February 1, May 1, August 1, and November 1 of any calendar year.

"Redemption Price" shall mean the principal amount of any Assessment Area Two Bond plus the applicable premium, if any payable upon redemption thereof pursuant to this Second Supplemental Trust Indenture.

"Registrar" shall mean U.S. Bank Trust Company, National Association and its successors and assigns as Registrar hereunder.

"Regular Record Date" shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date or the date on which the principal of the Assessment Area Two Bonds are to be paid.

"Reserve Release Conditions #1" shall mean collectively (i) all of the Outstanding principal amount of the Assessment Area Two Special Assessments shall have been assigned to lots that have been developed, platted and conveyed to homebuilders, as certified by the District Manager in writing and upon which the Trustee may conclusively rely, and (ii) there shall be no Events of Default under the Assessment Area Two Indenture, all as certified by the District Manager in writing and upon which the Trustee may conclusively rely.

"Reserve Release Conditions #2" shall mean collectively (i) satisfaction of Reserve Release Conditions #1, (ii) all of the Outstanding principal portion of the Assessment Area Two Special Assessments has been assigned to homes that have been built and have received a certificate of occupancy, (iii) all of the outstanding principal portion of the Assessment Area Two Special Assessments has been assigned to such homes and (iv) there shall be no Events of Default under the Assessment Area Two Indenture, all as certified by the District Manager in writing and upon which the Trustee may conclusively rely.

"Resolution" shall mean, collectively, (i) Resolution No. 2021-24 of the Issuer adopted on March 29, 2021, pursuant to which the Issuer authorized the issuance of not exceeding \$110,000,000 aggregate principal amount of its Bonds to finance the construction and/or

acquisition of certain public infrastructure improvements for the special benefit of the District Lands, including the Assessment Area Two Project, and (ii) Resolution No. 2024-[03] of the Issuer adopted on [November 7, 2023], pursuant to which the Issuer authorized, among other things, the issuance of the Assessment Area Two Bonds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Assessment Area Two Project, specifying the details of the Assessment Area Two Bonds and awarding the Assessment Area Two Bonds to the purchasers of the Assessment Area Two Bonds.

"Substantially Absorbed" means the date at least 90% of the principal portion of the Assessment Area Two Special Assessments have been assigned to residential units that have received certificates of occupancy. The District shall present the Trustee with a certification that the Assessment Area Two Special Assessments are Substantially Absorbed and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Assessment Area Two Special Assessments are Substantially Absorbed.

"True-Up Agreement" shall mean the Agreement dated [_____] , 2023, by and between the Issuer and the Assessment Area Two Landowner, relating to the true-up of Assessment Area Two Special Assessments.

"Underwriter" shall mean FMSbonds, Inc., the underwriter of the Assessment Area Two Bonds.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the form of Assessment Area Two Bonds), refer to the entire Assessment Area Two Indenture.

Every "request," "requisition," "order," "demand," "application," "notice," "statement," "certificate," "consent," or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Chair or Vice Chair and the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary or Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

[END OF ARTICLE I]

ARTICLE II
THE ASSESSMENT AREA TWO BONDS

SECTION 2.01. Amounts and Terms of Assessment Area Two Bonds; Issue of Assessment Area Two Bonds. No Assessment Area Two Bonds may be issued under this Second Supplemental Trust Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Assessment Area Two Bonds that may be issued under this Second Supplemental Trust Indenture is expressly limited to \$_____. The Assessment Area Two Bonds shall be numbered consecutively from R-1 and upwards.

(b) Any and all Assessment Area Two Bonds shall be issued substantially in the form attached hereto as Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by the Assessment Area Two Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Assessment Area Two Bonds upon execution of this Second Supplemental Trust Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's request, authenticate such Assessment Area Two Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Assessment Area Two Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Assessment Area Two Bonds shall be authenticated as set forth in the Master Indenture. No Assessment Area Two Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Assessment Area Two Bonds.

(a) The Assessment Area Two Bonds are being issued hereunder in order to provide funds for the purposes of (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Assessment Area Two Project, (ii) funding a deposit to the Assessment Area Two Reserve Account in the amount of the Assessment Area Two Reserve Requirement, (iii) paying a portion of the interest coming due on the Assessment Area Two Bonds and (iv) paying the costs of issuance of the Assessment Area Two Bonds. The Assessment Area Two Bonds shall be designated "Westside Haines City Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two Project)," and shall be issued as fully registered Bonds without coupons in Authorized Denominations.

(b) The Assessment Area Two Bonds shall be dated as of the date of initial delivery. Interest on the Assessment Area Two Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Assessment Area Two Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication

thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to May 1, 2024, in which case from the date of initial delivery or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Second Supplemental Trust Indenture in connection with a book-entry-only system of registration of the Assessment Area Two Bonds, the principal or Redemption Price of the Assessment Area Two Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Assessment Area Two Bonds. Except as otherwise provided in Section 2.07 of this Second Supplemental Trust Indenture in connection with a book-entry-only system of registration of the Assessment Area Two Bonds, the payment of interest on the Assessment Area Two Bonds shall be made on each Interest Payment Date to the Registered Owners of the Assessment Area Two Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Registered Owner as such Registered Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Assessment Area Two Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Registered Owner in whose name the Assessment Area Two Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be sent by Electronic Means or mailed, first-class, postage-prepaid, to each Registered Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Registered Owner of Assessment Area Two Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Registered Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Registered Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

SECTION 2.05. Debt Service on the Assessment Area Two Bonds.

(a) The Assessment Area Two Bonds will mature on May 1 in the years and in the principal amounts, and bear interest at the rates all set forth below, subject to the right of prior redemption in accordance with their terms.

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
	\$	%

(b) Interest on the Assessment Area Two Bonds will be computed in all cases on the basis of a 360-day year of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Assessment Area Two Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Assessment Area Two Bond Proceeds. From the net proceeds of the Assessment Area Two Bonds received by the Trustee in the amount of \$_____ (par amount of \$_____.00, [plus/minus [net] bond premium/original issue discount] of \$_____ and less underwriter's discount of \$_____ which is retained by the underwriter of the Assessment Area Two Bonds):

(a) \$_____, which is an amount equal to the Assessment Area Two Reserve Requirement, shall be deposited in the Assessment Area Two Reserve Account of the Debt Service Reserve Fund;

(b) \$_____, shall be deposited into the Assessment Area Two Interest Account and applied to pay interest coming due on the Assessment Area Two Bonds through May 1, 2024;

(c) \$_____, shall be deposited into the Assessment Area Two Costs of Issuance Account of the Acquisition and Construction Fund for payment of the costs of issuing the Assessment Area Two Bonds;

(d) \$_____, shall be deposited into the Brentwood Phases 2/3 Acquisition and Construction Fund which the Issuer shall cause to be applied only to the payment of Costs of Brentwood Townhomes - Phase 2 and Brentwood Townhomes - Phase 3 in accordance with Section 4.01(a) hereof, Article V of the Master Indenture and the terms of the respective Acquisition Agreement; and

(e) \$_____, shall be deposited into the Cascades Phase 3 Acquisition and Construction Fund which the Issuer shall cause to be applied only to the payment of Costs of Cascades Single Family - Phase 3 in accordance with Section 4.01(a) hereof, Article V of the Master Indenture and the terms of the respective Acquisition Agreement.

SECTION 2.07. Book-Entry Form of Assessment Area Two Bonds. The Assessment Area Two Bonds shall be issued as one fully registered bond for each maturity of Assessment Area Two Bonds and deposited with The Depository Trust Company ("DTC"), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Assessment Area Two Bonds are held in book-entry-only form, Cede & Co. shall be considered the Registered Owner for all purposes hereof and in the Master

Indenture. The Assessment Area Two Bonds shall not be required to be presented for payment. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("Direct Participants") and other institutions that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Assessment Area Two Bonds ("Beneficial Owners").

Principal and interest on the Assessment Area Two Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Trustee, or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Assessment Area Two Bonds, through Direct Participants and Indirect Participants.

During the period for which Cede & Co. is Registered Owner of the Assessment Area Two Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to Direct Participants and Direct Participants shall be responsible for notices to Indirect Participants, and Direct Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and, in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Assessment Area Two Bonds in the form of fully registered Assessment Area Two Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Assessment Area Two Bonds may be exchanged for an equal aggregate principal amount of Assessment Area Two Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer, and exchange of the Assessment Area Two Bonds, and hereby appoints U.S. Bank Trust Company, National Association, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. U.S. Bank Trust Company, National Association hereby accepts its appointment as Registrar and its duties and

responsibilities as Registrar hereunder. Registrations, transfers, and exchanges shall be without charge to the Bondholder requesting such registration, transfer, or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers, and exchanges.

The Issuer hereby appoints U.S. Bank Trust Company, National Association as Paying Agent for the Assessment Area Two Bonds. U.S. Bank Trust Company, National Association hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to Issuance of the Assessment Area Two Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Assessment Area Two Bonds, all the Assessment Area Two Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Resolutions;
- (b) A copy of the executed Master Indenture and an executed copy of this Second Supplemental Trust Indenture;
- (c) Customary closing opinions of District Counsel and Bond Counsel;
- (d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Assessment Area Two Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Second Supplemental Trust Indenture;
- (e) Copies of executed investor letters in the form attached hereto as Exhibit D if such investor letter is required, as determined by the Underwriter; and
- (f) Executed copies of the Arbitrage Certificate, the True-Up Agreement, the Acquisition Agreement, Declaration of Consent, the Completion Agreement, the Continuing Disclosure Agreement, and the Collateral Assignment.

Payment to the Trustee of the net proceeds of the Assessment Area Two Bonds shall be conclusive evidence that the foregoing conditions have been fulfilled to the satisfaction of the Issuer and the Underwriter.

[END OF ARTICLE II]

ARTICLE III
REDEMPTION OF ASSESSMENT AREA TWO BONDS

SECTION 3.01. Redemption Dates and Prices. The Assessment Area Two Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Assessment Area Two Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Assessment Area Two Bonds of a maturity are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Assessment Area Two Bonds or portions of the Assessment Area Two Bonds to be redeemed by lot. Partial redemptions of Assessment Area Two Bonds shall, to the extent possible, be made in such a manner that the remaining Assessment Area Two Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Assessment Area Two Bond.

The Assessment Area Two Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the Redemption Price of the Assessment Area Two Bonds shall be made on the dates specified below. Upon any redemption of Assessment Area Two Bonds other than in accordance with scheduled mandatory sinking fund redemption amounts, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Assessment Area Two Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Assessment Area Two Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Assessment Area Two Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

(a) Optional Redemption. The Assessment Area Two Bonds may, at the option of the Issuer be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20__ (less than all Assessment Area Two Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Assessment Area Two Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date through which interest has been paid to the redemption date from moneys on deposit in the Assessment Area Two Optional Redemption Subaccount of the Assessment Area Two Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Assessment Area Two Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Assessment Area Two Bonds is substantially level.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Assessment Area Two Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date),

at a Redemption Price equal to 100% of the principal amount of the Assessment Area Two Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Assessment Area Two Prepayment Principal deposited into the Assessment Area Two Prepayment Subaccount of the Assessment Area Two Bond Redemption Account following the payment in whole or in part of Assessment Area Two Special Assessments on any assessable property within the District in accordance with the provisions of Section 4.05(a) of this Second Supplemental Trust Indenture, together with any excess moneys transferred by the Trustee from the Assessment Area Two Reserve Account to the Assessment Area Two Prepayment Subaccount as a result of such Prepayment and pursuant to Sections 4.01(f) and 4.05(a) of this Second Supplemental Trust Indenture. If such redemption shall be in part, the Issuer shall select such principal amount of Assessment Area Two Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Assessment Area Two Bonds is substantially level.

(ii) from moneys, if any, on deposit in the Funds, Accounts and subaccounts held by the Trustee hereunder (other than the Assessment Area Two Rebate Fund and the Assessment Area Two Acquisition and Construction Accounts) sufficient to pay and redeem all Outstanding Assessment Area Two Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Assessment Area Two Acquisition and Construction Accounts in accordance with the provisions of Section 4.01(a) hereof, not otherwise reserved to complete the Assessment Area Two Project and transferred to the Assessment Area Two General Redemption Subaccount of the Assessment Area Two Bond Redemption Account, together with moneys deposited therein in accordance with the provisions of Section 4.01(a) hereof, as a result of the reduction of the Assessment Area Two Reserve Requirement. If such redemption shall be in part, the Issuer shall select such principal amount of Assessment Area Two Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Assessment Area Two Bonds is substantially level.

(c) Mandatory Sinking Fund Redemption. The Assessment Area Two Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Assessment Area Two Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	Mandatory Sinking Fund Redemption Amount	Year	Mandatory Sinking Fund Redemption Amount
	\$		\$

*

* Maturity.

The Assessment Area Two Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Assessment Area Two Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	Mandatory Sinking Fund Redemption Amount	Year	Mandatory Sinking Fund Redemption Amount
	\$		\$

*

* Maturity.

The Assessment Area Two Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Assessment Area Two Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	Mandatory Sinking Fund Redemption Amount	Year	Mandatory Sinking Fund Redemption Amount
	\$		\$

*

* Maturity.

SECTION 3.02. Notice of Redemption. When required to redeem Assessment Area Two Bonds under any provision of this Second Supplemental Trust Indenture or directed to redeem Assessment Area Two Bonds by the Issuer, the Trustee shall give or cause to be given to Registered Owners of the Assessment Area Two Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

ARTICLE IV
ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS;
ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS;
REMOVAL OF ASSESSMENT AREA TWO SPECIAL ASSESSMENT LIENS

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate account within the Acquisition and Construction Fund designated as the "Brentwood Phases 2/3 Acquisition and Construction Account" and "Cascades Phase 3 Acquisition and Construction Account." Net proceeds of the Assessment Area Two Bonds shall initially be deposited into the Brentwood Phases 2/3 Acquisition and Construction Account in the amounts set forth in Section 2.06 of this Second Supplemental Trust Indenture, together with any moneys subsequently transferred or deposited thereto or to the Cascades Phase 3 Acquisition and Construction Account, including moneys transferred from the Assessment Area Two Reserve Account after satisfaction of either the Reserve Release Conditions #1 or Reserve Release Conditions #2 as certified in writing by the District Manager and upon which the Trustee may conclusively rely, and such moneys shall be applied as set forth in this Section 4.01(a), Section 5.01 of the Master Indenture, and by the District as set forth in the Acquisition Agreement and the Engineer's Report. Funds on deposit in the Brentwood Phases 2/3 Acquisition and Construction Account and the Cascades Phase 3 Acquisition and Construction Account shall only be requested by the Issuer to be applied to the Costs of Brentwood Phases 2/3 and/or Cascades Phase 3, respectively, of the Assessment Area Two Project, subject to Sections 3.01(b)(iii), 4.01(f) and 5.05 herein. Upon satisfaction of the Reserve Release Conditions #1 and Reserve Release Conditions #2, the amount on deposit in the Assessment Area Two Reserve Account in excess of the Assessment Area Two Reserve Requirement, as applicable and as calculated by the District shall then be transferred by the Trustee to the Brentwood Phases 2/3 Acquisition and Construction Account and/or the Cascades Phase 3 Acquisition and Construction Account, as directed in writing to the Trustee by the District Manager, upon consultation with the Consulting Engineer, and applied as provided in this Section 4.01(a).

In the event the Completion Date for both Brentwood Townhomes - Phase 2 and Brentwood Townhomes – Phase 3 occurs prior to the Completion Date for Cascades Single Family - Phase 3, or vice versa, moneys remaining in the Brentwood Phases 2/3 Acquisition and Construction Account after retaining costs to complete Brentwood Townhomes - Phase 2 and Brentwood Townhomes – Phase 3 portion of the Assessment Area Two Project shall be transferred to the Cascades Phase 3 Acquisition and Construction Account, or moneys remaining in the Cascades Phase 3 Acquisition and Construction Account after retaining costs to complete Cascades Townhomes - Phase 3 portion of the Assessment Area Two Project shall be transferred to the Brentwood Phases 2/3 Acquisition and Construction Account, as the case may be, as directed in writing to the Trustee by the District Manager, upon consultation with the Consulting Engineer. Following the Completion Date for Brentwood Townhomes - Phase 2 and Brentwood Townhomes – Phase 3, and Cascades Phase 3 of the Assessment Area Two Project, all moneys remaining in either or both of the Assessment Area Two Acquisition and Construction Accounts shall be transferred to the Assessment Area Two General Redemption Subaccount, as directed in writing by the District Manager, on behalf of the Issuer to the Trustee to be applied as provided in Section 3.01(b)(iii).

The Trustee shall make no such transfers from the Assessment Area Two Acquisition and Construction Accounts to the Assessment Area Two General Redemption Subaccount if an Event of Default exists with respect to the Assessment Area Two Bonds of which the Trustee has actual knowledge as described in Section 11.06 of the Master Indenture. Except as provided in Section 5.05 and Section 3.01(b)(iii) hereof, only upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, shall the Trustee withdraw moneys from the Assessment Area Two Acquisition and Construction Accounts or subaccounts therein. After no funds remain in the Assessment Area Two Acquisition and Construction Accounts, such Account shall be closed.

Notwithstanding the foregoing, neither of the Assessment Area Two Acquisition and Construction Accounts shall be closed until the Reserve Release Conditions #2 shall have occurred and the excess funds from the Assessment Area Two Reserve Account shall have been transferred to either or both of the Assessment Area Two Acquisition and Construction Accounts, as directed in writing to the Trustee by the District Manager, and applied in accordance with this Section 4.01(a) and Section 4.01(f) hereof. The Trustee shall not be responsible for determining the amounts in the respective Assessment Area Two Acquisition and Construction Accounts and subaccounts allocable to the respective components of the Assessment Area Two Project or any transfers made to such Accounts in accordance with written direction from the District Manager.

Pursuant to the Master Indenture, the Trustee shall establish a separate account within the Acquisition and Construction Fund designated as the "Assessment Area Two Costs of Issuance Account." Net proceeds of the Assessment Area Two Bonds shall be deposited into the Assessment Area Two Costs of Issuance Account in the amount set forth in Section 2.06 of this Second Supplemental Trust Indenture. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Assessment Area Two Costs of Issuance Account to pay the costs of issuing the Assessment Area Two Bonds. Six months after the issuance of the Assessment Area Two Bonds, any moneys remaining in the Assessment Area Two Costs of Issuance Account in excess of the amounts requested to be disbursed by the Issuer shall be deposited into the Assessment Area Two Interest Account and the Assessment Area Two Costs of Issuance Account shall be closed. Any deficiency in the amount allocated to pay the cost of issuing the Assessment Area Two Bonds shall be paid from excess Assessment Area Two Pledged Revenues on deposit in the Assessment Area Two Revenue Account as provided in Section 4.02. After no funds remain therein, the Assessment Area Two Costs of Issuance Account shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the "Assessment Area Two Revenue Account." Assessment Area Two Special Assessments (except for Prepayments of Assessment Area Two Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Assessment Area Two Prepayment Subaccount) shall be deposited by the Trustee into the Assessment Area Two Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Second Supplemental Trust Indenture. The Trustee may conclusively rely that unless expressly indicated in writing by the District as a Prepayment upon deposit thereof with the Trustee, payments of Assessment Area

Two Special Assessments otherwise received by the Trustee are to be deposited into the Assessment Area Two Revenue Account.

(c) [RESERVED].

(d) Pursuant to Section 6.04 of the Master Indenture and Section 4.02 of this Second Supplemental Trust Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Assessment Area Two Interest Account." Moneys deposited into the Assessment Area Two Interest Account pursuant to Section 6.04 of the Master Indenture and Sections 2.06 and 4.02 of this Second Supplemental Trust Indenture, shall be applied for the purposes provided therein and used to pay interest on the Assessment Area Two Bonds.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate account within the Debt Service Fund designated as the "Assessment Area Two Sinking Fund Account." Moneys shall be deposited into the Assessment Area Two Sinking Fund Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Second Supplemental Trust Indenture, and applied for the purposes provided therein and in Section 3.01(c) of this Second Supplemental Trust Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Reserve Fund designated as the "Assessment Area Two Reserve Account." Net proceeds of the Assessment Area Two Bonds shall be deposited into the Assessment Area Two Reserve Account in the amount set forth in Section 2.06 of this Second Supplemental Trust Indenture, and such moneys, together with any other moneys deposited into the Assessment Area Two Reserve Account shall be applied for the purposes provided in the Master Indenture Section 4.01(a) and in this Section 4.01(f) and Section 4.05 of this Second Supplemental Trust Indenture. Notwithstanding any provisions in the Master Indenture to the contrary, the Issuer covenants not to substitute the cash and Investment Securities on deposit in the Assessment Area Two Reserve Account with a Debt Service Reserve Insurance Policy or a Debt Service Reserve Letter of Credit. Except as provided in the next paragraph, all investment earnings on moneys in the Assessment Area Two Reserve Account shall remain on deposit therein.

On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Assessment Area Two Reserve Account and transfer any excess therein above the Assessment Area Two Reserve Requirement resulting from investment earnings to the Assessment Area Two Revenue Account in accordance with Section 4.02 hereof.

Subject to the provisions of Section 4.05 hereof, on any date the Issuer receives notice from the District Manager that a landowner wishes to prepay its Assessment Area Two Special Assessments relating to the benefited property of such landowner, or as a result of a mandatory true-up payment, the Issuer shall, or cause the District Manager, on behalf of the Issuer, to calculate the principal amount of such Prepayment taking into account a credit against the amount of Assessment Area Two Prepayment Principal due by the amount of money in the Assessment Area Two Reserve Account that will exceed the Assessment Area Two Reserve

Requirement for the Assessment Area Two Bonds, taking into account the proposed Prepayment. Such excess shall be transferred to the Assessment Area Two Prepayment Subaccount of the Assessment Area Two Bond Redemption Account, as a result of such Prepayment. The District Manager, on behalf of the Issuer, shall make such calculation within ten (10) Business Days after such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the respective landowner from the Assessment Area Two Reserve Account to the Assessment Area Two Prepayment Subaccount of the Assessment Area Two Bond Redemption Account to be used for the extraordinary mandatory redemption of the Assessment Area Two Bonds in accordance with Section 3.01(b)(i) hereof. The Trustee is authorized to make such transfers and has no duty to verify such calculations. Notwithstanding any of the foregoing, amounts on deposit in the Assessment Area Two Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Assessment Area Two Bonds to the Assessment Area Two General Redemption Subaccount, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Assessment Area Two Special Assessments and applied to redeem a portion of the Assessment Area Two Bonds is less than the principal amount of Assessment Area Two Bonds indebtedness attributable to such lands.

[Notwithstanding the foregoing, upon satisfaction of the Reserve Release Conditions #2, the Trustee shall deposit such excess as directed by the District Manager in writing on deposit in the Assessment Area Two Reserve Account to respective Assessment Area Two Acquisition and Construction Account and pay such amount as designated in a requisition in the form attached hereto as Exhibit C to the Issuer submitted by the Assessment Area Two Landowner within thirty (30) days of such transfer which requisition shall be executed by the Issuer and the Consulting Engineer. Such payment is authorized notwithstanding that the Completion Date might have been declared provided the Assessment Area Two Landowner can establish, to the satisfaction of the Consulting Engineer, Costs of the Assessment Area Two Project that were not paid from moneys initially deposited in the respective Assessment Area Two Acquisition and Construction Account. In the event that there are no unreimbursed Costs to pay to the Assessment Area Two Landowner, such excess moneys transferred from the Assessment Area Two Reserve Account to the Assessment Area Two Acquisition and Construction Account shall be deposited into the Assessment Area Two General Redemption Subaccount of the Assessment Area Two Bond Redemption Account upon direction to the Trustee by the District. If no completed requisition as provided in this section is submitted to the Trustee within thirty (30) days of moneys having been transferred from the Assessment Area Two Reserve Account to the respective Assessment Area Two Acquisition and Construction Account as a result of the satisfaction of the Reserve Release Conditions #2, such excess moneys in the respective Assessment Area Two Acquisition and Construction Account shall then be transferred by the Trustee to the Assessment Area Two General Redemption Subaccount and applied to the redemption of Assessment Area Two Bonds as provided in Section 4.01(a) hereinabove.]

In addition, and together with the moneys transferred from the Assessment Area Two Reserve Account pursuant to this paragraph, if the amount on deposit in the Assessment Area Two General Redemption Subaccount, is not sufficient to redeem a principal amount of the Assessment Area Two Bonds in an Authorized Denomination, the Trustee is authorized to withdraw amounts from the Assessment Area Two Revenue Account to round up the amount in the Assessment Area Two General Redemption Subaccount to the nearest Authorized

Denomination. Notwithstanding the foregoing, no transfers from the Assessment Area Two Revenue Account shall be made to pay interest on and/or principal of the Assessment Area Two Bonds for the redemption pursuant to Section 3.01(b)(iii) if as a result the deposits required under Section 4.02 FIRST through FIFTH cannot be made in full.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Account within the Bond Redemption Fund designated as the "Assessment Area Two Bond Redemption Account" and within such Account, a "Assessment Area Two General Redemption Subaccount," a "Assessment Area Two Optional Redemption Subaccount," and a "Assessment Area Two Prepayment Subaccount." Except as otherwise provided in this Second Supplemental Trust Indenture regarding Prepayments or in connection with the optional redemption of the Assessment Area Two Bonds, moneys to be deposited into the Assessment Area Two Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the Assessment Area Two General Redemption Subaccount.

(h) Moneys that are deposited into the Assessment Area Two General Redemption Subaccount (including all earnings on investments held therein) shall be used to call for the extraordinary mandatory redemption (i) in whole, pursuant to Section 3.01(b)(ii) hereof, the Outstanding amount of Assessment Area Two Bonds, or (ii) in whole or in part, pursuant to Section 3.01(b)(iii) hereof.

(i) Moneys in the Assessment Area Two Prepayment Subaccount (including all earnings on investments held in such Assessment Area Two Prepayment Subaccount) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Assessment Area Two Bonds equal to the amount of money transferred to the Assessment Area Two Prepayment Subaccount of the Assessment Area Two Bond Redemption Account for the purpose of such extraordinary mandatory redemption on the dates and at the price provided in such Section 3.01(b)(i) hereof. In addition, and together with the moneys transferred from the Assessment Area Two Reserve Account pursuant to paragraph (f) above, if the amount on deposit in the Assessment Area Two Prepayment Subaccount is not sufficient to redeem a principal amount of the Assessment Area Two Bonds in an Authorized Denomination, the Trustee upon written direction from the Issuer, shall be authorized to withdraw amounts from the Assessment Area Two Revenue Account to deposit to the Assessment Area Two Prepayment Subaccount to round-up the amount to the nearest Authorized Denomination. Notwithstanding the foregoing, no transfers from the Assessment Area Two Revenue Account shall be directed by the Issuer to pay interest on and/or principal of the Assessment Area Two Bonds for the redemption pursuant to Section 3.01(b)(i) if as a result the deposits required under Section 4.02 FIRST through FIFTH cannot be made in full.

(j) The Issuer hereby directs the Trustee to establish a separate account in the Rebate Fund designated as the "Assessment Area Two Rebate Account." Moneys shall be deposited into the Assessment Area Two Rebate Account, as provided in the Arbitrage Certificate, and applied for the purposes provided therein.

(k) Moneys on deposit in the Assessment Area Two Optional Redemption Subaccount shall be used to optionally redeem all or a portion of the Assessment Area Two Bonds pursuant to Section 3.01(a) hereof.

SECTION 4.02. Assessment Area Two Revenue Account. The Trustee shall transfer from amounts on deposit in the Assessment Area Two Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each Interest Payment Date, commencing May 1, 2024, to the Assessment Area Two Interest Account of the Debt Service Fund, an amount equal to the interest on the Assessment Area Two Bonds becoming due on the next succeeding Interest Payment Date, less any amount on deposit in the Assessment Area Two Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each May 1, commencing May 1, 20__, to the Assessment Area Two Sinking Fund Account, an amount equal to the principal amount of Assessment Area Two Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Assessment Area Two Sinking Fund Account not previously credited;

THIRD, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Assessment Area Two Bonds remain Outstanding, to the Assessment Area Two Reserve Account, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Assessment Area Two Bonds;

FOURTH, notwithstanding the foregoing, at any time the Assessment Area Two Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer to the Assessment Area Two Interest Account, the amount necessary to pay interest on the Assessment Area Two Bonds subject to redemption on such date; and

FIFTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Assessment Area Two Costs of Issuance Account upon the written request of the Issuer to cover any deficiencies in the amount allocated to pay the cost of issuing the Assessment Area Two Bonds and next, any balance in the Assessment Area Two Revenue Account shall remain on deposit in such Assessment Area Two Revenue Account, unless needed to be transferred to the Assessment Area Two Prepayment Subaccount for the purposes of rounding the principal amount of a Assessment Area Two Bond subject to extraordinary mandatory redemption pursuant to Sections 4.01(f) or 4.01(i) hereof to an Authorized Denomination, or unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Assessment Area Two Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

In addition to a redemption of Assessment Area Two Bonds from Prepayments on deposit in the Assessment Area Two Prepayment Subaccount, the Trustee is further authorized, upon written direction from the Issuer, to transfer from the Assessment Area Two Revenue Account to the Assessment Area Two General Redemption Subaccount sufficient funds to cause the redemption of the next closest Authorized Denomination of Assessment Area Two Bonds, as provided in Section 4.01(f) hereof.

SECTION 4.03. Power to Issue Assessment Area Two Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Assessment Area Two Bonds, to execute and deliver the Assessment Area Two Indenture and to pledge the Assessment Area Two Pledged Revenues for the benefit of the Assessment Area Two Bonds to the extent set forth herein. The Assessment Area Two Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Assessment Area Two Bonds, except as otherwise permitted under the Master Indenture and in Section 5.04 hereof. The Assessment Area Two Bonds and the provisions of the Assessment Area Two Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law and without waiving any sovereign immunity or limitation of liability afforded by Section 768.28, Florida Statutes, or other law, defend, preserve and protect the pledge created by the Assessment Area Two Indenture and all the rights of the Holders of the Assessment Area Two Bonds under the Assessment Area Two Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Assessment Area Two Project to Conform to the Engineer's Report. Simultaneously with the issuance of the Assessment Area Two Bonds, the Issuer will promptly proceed to construct and/or acquire the Assessment Area Two Project, as described in Exhibit A hereto and in the Engineer's Report relating thereto, all pursuant to the terms and provisions of the Acquisition Agreement.

SECTION 4.05. Prepayments; Removal of Assessment Area Two Special Assessment Liens.

(a) At any time any owner of property subject to the Assessment Area Two Special Assessments may, at its option, or as a result of acceleration of the Assessment Area Two Special Assessments because of non-payment thereof, shall, or by operation of law, require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Assessment Area Two Special Assessments by paying or causing there to be paid, to the Issuer all or a portion of the Assessment Area Two Special Assessment, which shall constitute Assessment Area Two Prepayment Principal, plus, except as provided below, accrued interest to the next succeeding Quarterly Redemption Date (or the first succeeding Quarterly Redemption Date that is at least forty-five (45) days after such Prepayment, if such Prepayment is made within forty-five (45) calendar days before the next succeeding Quarterly Redemption Date, as the case may be), attributable to the property subject to Assessment Area Two Special Assessments owned by such owner. To the extent that such Prepayments are to be used to redeem Assessment Area Two Bonds pursuant to Section 3.01(b)(i) hereof, in the event the amount on deposit in the Assessment Area Two Reserve Account will exceed the Assessment Area Two Reserve Requirement for the Assessment Area Two Bonds as a result of a Prepayment

in accordance with this Section 4.05(a) and the resulting extraordinary mandatory redemption in accordance with Section 3.01(b)(i) of this Second Supplemental Trust Indenture of Assessment Area Two Bonds, the excess amount shall be transferred from the Assessment Area Two Reserve Account to the Assessment Area Two Prepayment Subaccount, as a credit against the Assessment Area Two Prepayment Principal otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer to the Trustee together with a certificate of a Responsible Officer of the Issuer, upon which the Trustee may conclusively rely, stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Assessment Area Two Reserve Account to equal or exceed the Assessment Area Two Reserve Requirement.

(b) Upon receipt of Assessment Area Two Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official improvement lien book of the District that the Assessment Area Two Special Assessment has been paid in whole or in part and that such Assessment Area Two Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Assessment Area Two Bonds pursuant to Section 3.01(b)(i) forty-five (45) days prior to each Quarterly Redemption Date.

[END OF ARTICLE IV]

ARTICLE V
COVENANTS AND DESIGNATIONS OF THE ISSUER

SECTION 5.01. Collection of Assessment Area Two Special Assessments. The Assessment Area Two Special Assessments levied for each full year on platted lots shall be collected pursuant to the uniform method provided for in Sections 197.3632 and 197.3635 Florida Statutes, (the "Uniform Method") unless the District determines that it is in its best interests to collect directly. The Assessment Area Two Special Assessments levied on unplatted lots or lands shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method unless the District determines that it is in its best interests to do so. Prior to an Event of Default, the election to collect and enforce Assessment Area Two Special Assessments in any year pursuant to any one method shall not, to the extent permitted by law, preclude the District from electing to collect and enforce Assessment Area Two Special Assessments pursuant to any other method permitted by law in any subsequent year. Following an Event of Default, Assessment Area Two Special Assessments levied on platted lots shall be collected pursuant to the Uniform Method and Assessment Area Two Special Assessments levied on unplatted lots or lands shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, in each case unless the Trustee, acting at the direction of the Majority Holders of the Assessment Area Two Bonds Outstanding, provides written consent/direction to a different method of collection. All Assessment Area Two Special Assessments that are billed and collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date; provided, however, that such Assessment Area Two Special Assessments shall not be deemed to be delinquent unless and until they are not paid by the applicable Interest Payment Date with respect to which they have been billed. The applicable assessment methodology report shall not be materially amended without the written consent of the Majority Holders, which consent shall be deemed given if no response is received within sixty (60) days of a written request therefor.

SECTION 5.02. Continuing Disclosure. Contemporaneously with the execution and delivery hereof, the Issuer and the Assessment Area Two Landowner have executed and delivered a Continuing Disclosure Agreement in order to assist the Underwriter in complying with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The Issuer covenants and agrees to comply with the provisions of the Continuing Disclosure Agreement applicable to it; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but shall instead be enforceable by mandamus or any other means of specific performance.

SECTION 5.03. Investment of Funds and Accounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Funds, Accounts and subaccounts therein created hereunder.

SECTION 5.04. Additional Bonds. The Issuer covenants not to issue any other Bonds or other debt obligations secured by the Assessment Area Two Special Assessments. In addition, the Issuer covenants not to issue any other Bonds or debt obligations, secured by Special Assessments on the assessable lands within the District that are subject to the

Assessment Area Two Special Assessments, until such time as the Assessment Area Two Special Assessments are Substantially Absorbed or the Majority Holder has consented in writing. The District shall present the Trustee with a certification that the Assessment Area Two Special Assessments are Substantially Absorbed and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Assessment Area Two Special Assessments are Substantially Absorbed. In the absence of such written certification, the Trustee is entitled to assume that the Assessment Area Two Special Assessments have not been Substantially Absorbed. Such covenant shall not prohibit the Issuer from issuing refunding Bonds or any Bonds or other obligations secured by Special Assessments levied on District Lands not benefited by the Assessment Area Two Project, or to finance any other capital project that is necessary to remediate any natural disaster, catastrophic damage or failure with respect to the Assessment Area Two Project.

SECTION 5.05. Acknowledgement Regarding the Moneys in the Assessment Area Two Acquisition and Construction Account Following an Event of Default. In accordance with the provisions of the Assessment Area Two Indenture, the Assessment Area Two Bonds are payable solely from the Assessment Area Two Pledged Revenues and any other moneys held by the Trustee under the Assessment Area Two Indenture for such purpose. Anything in the Assessment Area Two Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that the Assessment Area Two Pledged Revenues include, without limitation, all amounts on deposit in the respective Assessment Area Two Acquisition and Construction Accounts then held by the Trustee and upon the occurrence of an Event of Default with respect to the Assessment Area Two Bonds, (i) the Assessment Area Two Pledged Revenues may not be used by the Issuer (whether to pay costs of the Assessment Area Two Project or otherwise) without the consent of the Majority Holders and (ii) the Assessment Area Two Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay costs and expenses incurred in connection with the pursuit of remedies under the Assessment Area Two Indenture, provided, however notwithstanding anything herein to the contrary the Trustee is also authorized to utilize the Assessment Area Two Pledged Revenues to pay fees and expenses as provided in Section 10.12 of the Master Indenture.

[END OF ARTICLE V]

ARTICLE VI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 6.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the Assessment Area Two Indenture. The Trustee agrees to act as Paying Agent, Registrar and Authenticating Agent for the Assessment Area Two Bonds.

SECTION 6.02. Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Second Supplemental Trust Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Assessment Area Two Bonds), all of which are made solely by the Issuer. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

[END OF ARTICLE VI]

**ARTICLE VII
EVENT OF DEFAULT**

SECTION 7.01. Event of Default. For purposes of the Assessment Area Two Bonds only, Section 10.02(g) of the Master Indenture shall not apply and instead, the following shall be an "Event of Default" under the Assessment Area Two Indenture: if at any time the amount in the Assessment Area Two Reserve Account is less than the Assessment Area Two Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to pay debt service on the Assessment Area Two Bonds and such amount has not been restored within thirty (30) days of such withdrawal.

[END OF ARTICLE VII]

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

SECTION 8.01. Interpretation of Second Supplemental Trust Indenture. This Second Supplemental Trust Indenture amends and supplements the Master Indenture with respect to the Assessment Area Two Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Second Supplemental Trust Indenture by reference. To the maximum extent possible, the Master Indenture and the Second Supplemental Trust Indenture shall be read and construed as one document.

SECTION 8.02. Amendments. Any amendments to this Second Supplemental Trust Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 8.03. Counterparts. This Second Supplemental Trust Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 8.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Second Supplemental Trust Indenture are hereby incorporated herein and made a part of this Second Supplemental Trust Indenture for all purposes.

SECTION 8.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Assessment Area Two Bonds or the date fixed for the redemption of any Assessment Area Two Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 8.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Assessment Area Two Bonds, and no other person is intended to be a third-party beneficiary hereof to be entitled to assert or preserve any claim hereunder.

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

IN WITNESS WHEREOF, Westside Haines City Community Development District has caused this Second Supplemental Trust Indenture to be executed by the Chair of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association) has caused this Second Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

**WESTSIDE HAINES CITY COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

Attest:

By: _____
Name: Warren K. Heath II
Title: Chair, Board of Supervisors

By: _____
Name: Jill Burns
Title: Secretary, Board of Supervisors

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,**
as Trustee, Paying Agent and Registrar

By: _____
Name: Scott A. Schuhle
Title: Vice President

EXHIBIT A
DESCRIPTION OF ASSESSMENT AREA TWO PROJECT

The Assessment Area Two Project includes, but is not limited to, the following improvements:

[TO BE INSERTED]

Source: Westside Haines City Community Development District [Second Amended and Restated] Engineer's Report prepared for the Westside Haines City Community Development District dated [October 26, 2023], prepared by Dewberry Engineers Inc.

EXHIBIT B

[FORM OF ASSESSMENT AREA TWO BOND]

R-__

\$ _____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
HAINES CITY, FLORIDA
POLK COUNTY, FLORIDA
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2023
(ASSESSMENT AREA TWO PROJECT)**

<u>Interest Rate</u> _____ %	<u>Maturity Date</u> May 1, 20__	<u>Date of Original Issuance</u> _____, 2023	<u>CUSIP</u> 96150A__
---------------------------------	-------------------------------------	---	--------------------------

Registered Owner: CEDE & CO.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Westside Haines City Community Development District (the "Issuer"), for value received, hereby promises to pay to the Registered Owner shown above or registered assigns, on the maturity date set forth above, from the sources hereinafter mentioned, the principal amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of twelve 30-day months). Principal of and interest on this Bond are payable by U.S. Bank Trust Company, National Association, in Fort Lauderdale, Florida, as paying agent (said U.S. Bank Trust Company, National Association and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent") made payable to the Registered Owner and mailed on each Interest Payment Date commencing May 1, 2024, to the address of the Registered Owner as such name and address shall appear on the registry books of the Issuer maintained by U.S. Bank Trust Company, National Association, as Registrar (said U.S. Bank Trust Company, National Association and any successor Registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each Interest Payment Date or the date on which the principal of a Bond is to be paid (the "Record Date"), provided however presentation is not required for payment while the Assessment Area Two Bonds are registered in book-entry only form. Such interest shall be payable from the most recent Interest Payment Date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to May 1, 2024, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Registered Owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record

Date for the payment of such defaulted interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Assessment Area Two Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Assessment Area Two Indenture.

THE ASSESSMENT AREA TWO BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE ASSESSMENT AREA TWO PLEDGED REVENUES PLEDGED THEREFOR UNDER THE ASSESSMENT AREA TWO INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, HAINES CITY, FLORIDA (THE "CITY"), POLK COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE ASSESSMENT AREA TWO BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE ASSESSMENT AREA TWO INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, ASSESSMENT AREA TWO SPECIAL ASSESSMENTS (AS DEFINED IN THE ASSESSMENT AREA TWO INDENTURE) TO SECURE AND PAY THE ASSESSMENT AREA TWO BONDS. THE ASSESSMENT AREA TWO BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond is one of an authorized issue of Assessment Area Two Bonds of the Westside Haines City Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act"), Ordinance No. 21-017 enacted by the Board of County Commissioners of Polk County, Florida on March 16, 2021, which became effective on March 18, 2021, and amended by Ordinance No. 22-071, adopted by the Board of County Commissioners of the County and effective on November 7, 2022, and by Ordinance No. 23-065, adopted by the Board of County Commissioners of the County and effective October 3, 2023, designated as "Westside Haines City Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two Project)" (the "Assessment Area Two Bonds"), in the aggregate principal amount of _____ and 00/100 Dollars (\$ _____ of like date, tenor and effect, except as to number. The Assessment Area Two Bonds are being issued under authority of the laws and Constitution of the State, including particularly the Act, to pay, among other things, the costs of constructing and/or acquiring a portion of the Assessment Area Two Project (as defined in the herein referred to Second Supplemental Trust Indenture). The Assessment Area Two Bonds shall be issued as fully registered Assessment Area Two Bonds in Authorized Denominations, as set forth in the Assessment Area Two Indenture. The Assessment Area Two Bonds are issued under and secured by a Master Trust Indenture dated as of July 1, 2021 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of _____ 1, 2023 (the "Second Supplemental Trust Indenture" and together with the Master Indenture, the "Assessment Area Two Indenture"), each by and between the Issuer and the Trustee, executed counterparts of

which are on file at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida.

Reference is hereby made to the Assessment Area Two Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Assessment Area Two Bonds issued under the Assessment Area Two Indenture, the operation and application of the Assessment Area Two Reserve Account within the Reserve Fund and other Funds and Accounts (each as defined in the Assessment Area Two Indenture) charged with and pledged to the payment of the principal of and the interest on the Assessment Area Two Bonds, the levy and the evidencing and certifying for collection, of the Assessment Area Two Special Assessments, the nature and extent of the security for the Assessment Area Two Bonds, the terms and conditions on which the Assessment Area Two Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Assessment Area Two Indenture, the conditions under which such Assessment Area Two Indenture may be amended without the consent of the Registered Owners of the Assessment Area Two Bonds, the conditions under which such Assessment Area Two Indenture may be amended with the consent of the Registered Owners of a majority in aggregate principal amount of the Assessment Area Two Bonds outstanding, and as to other rights and remedies of the Registered Owners of the Assessment Area Two Bonds.

It is expressly agreed by the Registered Owner of this Bond that such Registered Owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the City, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the City, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the Assessment Area Two Indenture, except for Assessment Area Two Special Assessments to be assessed and levied by the Issuer as set forth in the Assessment Area Two Indenture.

By the acceptance of this Bond, the Registered Owner hereof assents to all the provisions of the Assessment Area Two Indenture.

This Bond is payable from and secured by Assessment Area Two Pledged Revenues, as such term is defined in the Assessment Area Two Indenture, all in the manner provided in the Assessment Area Two Indenture. The Assessment Area Two Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Assessment Area Two Special Assessments to secure and pay the Assessment Area Two Bonds.

The Series 2023 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Series 2023 Bonds shall be made on the dates specified below. Upon any redemption of Series 2023 Bonds other than in accordance with scheduled mandatory sinking fund redemption amounts, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2023 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2023 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an

increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2023 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Optional Redemption

The Series 2023 Bonds maturing after May 1, 20__ may, at the option of the Issuer be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20__ (less than all Series 2023 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2023 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date through which interest has been paid to the redemption date from moneys on deposit in the Series 2023 Optional Redemption Subaccount of the Series 2023 Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2023 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2023 Bonds is substantially level.

Extraordinary Mandatory Redemption in Whole or in Part

The Series 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2023 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2023 Prepayment Principal deposited into the Series 2023 Prepayment Subaccount of the Series 2023 Bond Redemption Account following the payment in whole or in part of Series 2023 Special Assessments on any assessable property within the District in accordance with the provisions of Section 4.05(a) of the Second Supplemental Trust Indenture, together with any excess moneys transferred by the Trustee from the Series 2023 Reserve Account to the Series 2023 Prepayment Subaccount as a result of such Series 2023 Prepayment and pursuant to Sections 4.01(f) and 4.05(a) of the Second Supplemental Trust Indenture. If such redemption shall be in part, the Issuer shall select such principal amount of Series 2023 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2023 Bonds is substantially level.

(ii) from moneys, if any, on deposit in the Funds, Accounts and subaccounts held by the Trustee under the Second Supplemental Trust Indenture (other than the Series 2023 Rebate Fund and the Series 2023 Acquisition and Construction Accounts) sufficient to pay and redeem all Outstanding Series 2023 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2023 Acquisition and Construction Accounts in accordance with the provisions of the Second Supplemental Trust Indenture, not otherwise reserved to complete the Series 2023

Project and transferred to the Series 2023 General Redemption Subaccount of the Series 2023 Bond Redemption Account, together with moneys deposited therein in accordance with the provisions of the Second Supplemental Trust Indenture, as a result of the reduction of the Series 2023 Reserve Requirement. If such redemption shall be in part, the Issuer shall select such principal amount of Series 2023 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2023 Bonds is substantially level

Mandatory Sinking Fund Redemption

The Series 2023 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>	<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$		\$
		*	

* Maturity.

The Series 2023 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>	<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$		\$
		*	

* Maturity.

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The Series 2023 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	Mandatory Sinking Fund Redemption Amount	Year	Mandatory Sinking Fund Redemption Amount
	\$		\$

*

* Maturity.

Except as otherwise provided in the Series 2023 Indenture, if less than all of the Series 2023 Bonds subject to redemption shall be called for redemption, the particular such Series 2023 Bonds or portions of such Series 2023 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Series 2023 Indenture.

Notice of each redemption of the Assessment Area Two Bonds is required to be sent by Electronic Means or mailed by the Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Assessment Area Two Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. The Issuer may provide that the any optional redemption of Assessment Area Two Bonds issued under the Assessment Area Two Indenture may be subject to certain conditions; provided that the notice of such conditional optional redemption must expressly state that such optional redemption is conditional and describe the conditions for such redemption. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Assessment Area Two Indenture, the Assessment Area Two Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Assessment Area Two Bonds or such portions thereof on such date, interest on such Assessment Area Two Bonds or such portions thereof so called for redemption shall cease to accrue, such Assessment Area Two Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Assessment Area Two Indenture and the Registered Owners thereof shall have no rights in respect of such Assessment Area Two Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Registrar to certain registered securities depositories and information services as set forth in the Assessment Area Two Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Assessment Area Two Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Assessment Area Two Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Assessment Area Two Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Assessment Area Two Indenture, the principal of all the Assessment Area Two Bonds then Outstanding under the Assessment Area Two Indenture may become and may be declared due and payable before the stated maturity thereof, with the interest accrued thereon.

Modifications or alterations of the Assessment Area Two Indenture or of any Assessment Area Two Indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Assessment Area Two Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption shall be paid to the Issuer, thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Government Obligations (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any the Assessment Area Two Bonds becoming due at maturity or by call for redemption in the manner set forth in the Assessment Area Two Indenture, together with the interest accrued to the due date or date of redemption as applicable, the lien of such Assessment Area Two Bonds as to the trust estate with respect to the Assessment Area Two Bonds shall be discharged, except for the rights of the Registered Owners thereof with respect to the funds so deposited as provided in the Assessment Area Two Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State.

This Bond shall initially be issued in the name of Cede & Co. as nominee for DTC, and so long as this Bond is held in book-entry-only form Cede & Co. shall be considered the Registered Owner for all purposes hereof, including the payment of the principal of and interest on this Bond. Payment to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to individual Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Issuer, or the Trustee.

The Issuer shall keep books for the registration of the Series 2023 Bonds at the designated corporate trust office of the Registrar in Fort Lauderdale, Florida. Subject to the restrictions contained in the Series 2023 Indenture, and except when the Series 2023 Bonds are registered in book-entry only form, the Series 2023 Bonds may be transferred or exchanged by the Registered Owner thereof in person or by his attorney duly authorized in writing only upon

the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Series 2023 Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond or Series 2023 Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Series 2023 Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2023 Bonds. Neither the Issuer nor the Registrar on behalf of the Issuer shall be required (i) to issue, transfer or exchange any Series 2023 Bond during a period beginning at the opening of fifteen (15) days before the day of mailing of a notice of redemption of Series 2023 Bonds selected for redemption and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Series 2023 Bond so selected for redemption in whole or in part.

The Issuer, the Trustee, the Paying Agent, and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, any Paying Agent, the Registrar, or the Authenticating Agent) for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Assessment Area Two Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Assessment Area Two Indenture until it shall have been authenticated by execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the Assessment Area Two Indenture, of the certificate of authentication endorsed hereon.

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

IN WITNESS WHEREOF, Westside Haines City Community Development District has caused this Bond to be signed by the facsimile signature of the Chair of its Board of Supervisors and a manual seal to be imprinted hereon, and attested by the manual signature of the Secretary of its Board of Supervisors, all as of the date hereof.

**WESTSIDE HAINES CITY COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chair, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Assessment Area Two Bonds delivered pursuant to the within mentioned Assessment Area Two Indenture.

Date of Authentication: _____

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee**

By: _____
Authorized Signatory

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Tenth Judicial Circuit of Florida, in and for Hardee, Highlands and Polk Counties, rendered on the 7th day of June, 2021.

**WESTSIDE HAINES CITY COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chair, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entirety
JT TEN - as joint tenants with rights of survivorship and
not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Cust) (Minor)
Under Uniform Transfer to Minors Act _____
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of assignee.

EXHIBIT C

FORMS OF REQUISITIONS

**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2023
(ASSESSMENT AREA TWO PROJECT)
(Acquisition and Construction)**

The undersigned, a Responsible Officer of the Westside Haines City Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") (successor in interest to U.S. Bank National Association), dated as of July 1, 2021, as supplemented by that certain Second Supplemental Trust Indenture dated as of [_____] 1, 2023 (collectively, the "Assessment Area Two Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Assessment Area Two Indenture):

- (A) Requisition Number:
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of payee pursuant to Acquisition Agreement:
- (D) Amount Payable:
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

[Brentwood Phases 2/3 Acquisition and Construction Account of the Acquisition and Construction Fund] [Cascades Phase 3 Acquisition and Construction Account of the Acquisition and Construction Fund]

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the:

[Brentwood Phases 2/3 Acquisition and Construction Account of the Acquisition and Construction Fund.] [Cascades Phase 3 Acquisition and Construction Account of the Acquisition and Construction Fund.]; and

3. each disbursement set forth above was incurred in connection with:
the Costs of the Assessment Area Two Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g., deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**WESTSIDE HAINES CITY COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area Two Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area Two Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Assessment Area Two Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area Two Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Consulting Engineer

Date: _____

FORMS OF REQUISITIONS

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (ASSESSMENT AREA TWO PROJECT) (Costs of Issuance)

The undersigned, a Responsible Officer of the Westside Haines City Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") (successor in interest to U.S. Bank National Association), dated as of July 1, 2021, as supplemented by that certain Second Supplemental Trust Indenture dated as of [_____] 1, 2023 (collectively, the "Assessment Area Two Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Assessment Area Two Indenture):

- (A) Requisition Number:
- (B) Amount Payable:
- (C) Purpose for which paid or incurred: Costs of Issuance
- (D) Fund or Account and subaccount, if any, from which disbursement to be made:

Assessment Area Two Costs of Issuance Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

1. this requisition is for Costs of Issuance payable from the Assessment Area Two Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Assessment Area Two Costs of Issuance Account;
3. each disbursement set forth above was incurred in connection with the issuance of the Assessment Area Two Bonds; and
4. each disbursement represents a cost of issuance which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) from the vendor of the services rendered, with respect to which disbursement is hereby requested.

**WESTSIDE HAINES CITY COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

Date: _____

EXHIBIT D
FORM OF INVESTOR LETTER

[Date]

FMSbonds, Inc.
20660 W. Dixie Highway
North Miami Beach, FL 33180

Re: \$ _____ Westside Haines City Community Development District
Special Assessment Bonds, Series 2023 (Assessment Area Two Project)

Ladies and Gentlemen:

The undersigned is authorized to sign this letter [on behalf of Name of Non-Individual Investor], as the beneficial owner (the "Investor") of \$ _____ of the above-referenced Bonds [maturing on _____, _____, bearing interest at the rate of ___% per annum and CUSIP #] (herein, the "Investor Bonds").

In connection with the purchase of the Investor Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Investor Bonds and to execute this letter, any other instruments and documents required to be executed by the Investor in connection with the purchase of the Investor Bonds.

2. The Investor meets the criteria of an "accredited investor" as described in one or more of the categories derived from Rule 501(a) under Regulation D of the Securities Act of 1933, as amended (the "Securities Act") summarized below, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations including those which are not rated or credit-enhanced, to be able to evaluate the risks and merits of the investment represented by the Bonds. Please check the appropriate box below to indicate the type of accredited investor:

a bank, registered broker, dealer or investment adviser (or investment adviser exempt from registration under Section 203(l) or (m) within the meaning of the Investment Advisers Act of 1940), insurance company, registered investment company, business development company, small business investment company; or rural business investment company;

an employee benefit plan, within the meaning of the Employee Retirement Income Security Act of 1974, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the employee benefit plan has total assets in excess of \$5 million;

an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust partnership, or limited liability company, not formed for the specific purpose of acquiring the Investor Bonds with assets exceeding \$5 million;

- a business in which all the equity owners are "accredited investors";
- a natural person who has individual net worth, or joint net worth with the person's spouse or spousal equivalent, that exceeds \$1 million at the time of the purchase, excluding the value of the primary residence of such person, except that mortgage indebtedness on the primary residence shall not be included as a liability;
- a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse or spousal equivalent exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year;
- a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Investor Bonds whose purchase is directed by a sophisticated person;
- an entity, of a type other than those set forth above, that owns investments in excess of \$5,000,000 and that was not formed for the specific purpose of acquiring the Investor Bonds;
- a natural person holding in good standing one or more professional certifications or designations or credentials from a designated accredited educational institution qualifying an individual for "accredited investor" status;
- a "family office" with at least \$5,000,000 in assets under management, that was not formed for the specific purpose of acquiring the Investor Bonds, and whose prospective investment is directed by a person capable of evaluating the merits and risks of the prospective investment; or
- a "family client" of a family office described in the prior bullet point whose prospective investment is directed by that family office.

3. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated [_____, 2023] of the Issuer and relating to the Bonds (the "Offering Document") and has reviewed the Offering Document and represents that such Offering Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Assessment Area Two Indenture.

Very truly yours,

[Name], [Type of Entity]

By: _____

Name: _____

Title: _____

Date: _____

Or

[Name], an Individual

EXHIBIT B

FORM OF BOND PURCHASE CONTRACT

EXHIBIT C

FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM

EXHIBIT D

FORM OF RULE 15c2-12 CERTIFICATE

**Westside Haines City Community Development District
\$ _____* Special Assessment Bonds,
Series 2023 (Assessment Area Two Project)**

The undersigned hereby certifies and represents to FMSbonds, Inc. ("Underwriter") that he is the Chair of the Board of Supervisors of Westside Haines City Community Development District (the "District") is authorized to execute and deliver this Certificate, and further certifies on behalf of the District to the Underwriter as follows:

1. This Certificate is delivered to enable the Underwriter to comply with Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule") in connection with the offering and sale of the above captioned bonds (the "Assessment Area Two Bonds").

2. In connection with the offering and sale of the Assessment Area Two Bonds, there has been prepared a Preliminary Limited Offering Memorandum, dated the date hereof, setting forth information concerning the Assessment Area Two Bonds and the District (the "Preliminary Limited Offering Memorandum").

3. As used herein, "Permitted Omissions" shall mean the offering price, interest rate, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, the identity of the Underwriter and other terms of the Assessment Area Two Bonds depending on such matters.

4. The undersigned hereby deems the Preliminary Limited Offering Memorandum "final" as of its date, within the meaning of the Rule, except for the Permitted Omissions, and the information therein is accurate and complete except for the Permitted Omissions.

5. If, at any time prior to the execution of a Bond Purchase Contract, any event occurs as a result of which the Preliminary Limited Offering Memorandum might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District will promptly notify the Underwriter thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this ___ day of _____, 2023.

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT DISTRICT**

Chair

* Preliminary, subject to change.

EXHIBIT E

FORM OF CONTINUING DISCLOSURE AGREEMENT

SECTION VIII

SECTION A

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

Lauren Gentry, Esq.
Kilinski | Van Wyk PLLC
517 East College Avenue
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 TWO SPECIAL ASSESSMENTS

THIS TRUE-UP AGREEMENT (the “Agreement”) is made and entered into this _____ day of November 2023, 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 partially in unincorporated Polk County (the “County”), and partially in the City of Haines City, Florida (the “City”), 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” or each individually a “Party”).

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 Two”); 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 Second Amended and Restated Engineer’s Report*, dated October 26, 2023 (the “Engineer’s Report”) for the improvements associated with the development of the “Assessment Area Two Project”,

attached to this Agreement as **Exhibit B**, and the estimated costs of the improvements related to the Assessment Area Two Project are identified therein; and

WHEREAS, the District intends to finance a portion of the Assessment Area Two Project through the anticipated issuance of its Westside Haines City Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two Project), in the principal amount of \$ _____ (the “Assessment Area Two Bonds”); and

WHEREAS, pursuant to Resolutions 2021-25, 2021-26, 2021-29, and 2024-___ (together, the “Assessment Resolutions”), the District imposed special assessments on Assessment Area Two (the “Assessment Area Two Special Assessments”) within the District to secure the repayment of the Assessment Area Two Bonds, including interest thereon; and

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

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

WHEREAS, the *Master Assessment Methodology*, dated March 29, 2021, as supplemented by that *Supplemental Assessment Methodology-Assessment Area Two*, dated _____, 2023 (together, the “Assessment Report”), provides that as Assessment Area Two is platted or replatted, the allocation of the amounts assessed to and constituting a lien upon Assessment Area Two 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 Two within the District, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends that Assessment Area Two 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 Two 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 Two 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 Two Special Assessments collected by mailed notice of the District, said unpaid Assessment Area Two 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 Two 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 Two into a total of 124 Townhomes in Brentwood Phase 2, 122 townhomes in Brentwood Phase 3, and 344 single-family homes in Cascades Phase 3 , or _____ Equivalent Residential Units (“ERUs”).

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

and allocation of the Assessment Area Two Special Assessments to the lots being platted and the remaining property within Assessment Area Two 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 Two 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 Two of the District. Thus, at the time of platting of any portion of Assessment Area Two, or any re-platting thereof, there must be at least the number of ERUs platted lots in Assessment Area Two to which to assign the bond debt. 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 Two 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 Two 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 Two, 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 Two installment payable for Assessment Area Two. 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 Two Bonds. The District shall record all True-Up Payments in its Improvement Lien book. If such True-Up Payment is made at least forty-five (45) days prior to an interest payment date on the Assessment Area Two 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 forty-five (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 ____ ERUs will be assigned to Assessment Area Two, 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 Two. In the event Landowner plats less than ____ ERUs within Assessment Area Two, the Landowner may either make a True-Up Payment or leave unassigned Assessment Area Two Special Assessments on un-platted lands within Assessment Area Two, 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 Two Special Assessments pursuant to the Assessment Resolutions in

excess of the total debt service related to the Assessment Area Two Project, including all costs of financing and interest. The District, however, may collect Assessment Area Two Special Assessments in excess of the annual debt service related to the Assessment Area Two Project, including all costs of financing and interest, which shall be applied to prepay the Assessment Area Two 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 Two Special Assessments collected in excess of the District's total debt service obligation for the Assessment Area Two 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 Two Special Assessments and to abide by the requirements of the Reallocation of Assessment Area Two 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: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: Lauren Gentry

B. If to Landowner: GLK Real Estate LLC
346 East Central Avenue
Winter Haven, Florida 32060
Attn: Lauren O. Schwenk

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

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

C. Landowner shall not transfer any portion of Assessment Area Two 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 Two 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 Two 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 Two 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 Two 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 Two Bonds then outstanding with regard to amendments having a material effect on the District’s ability to pay debt service on the Assessment Area Two 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 Two Bonds, on behalf of the owners of the Assessment Area Two 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]

Lauren O. Schwenk, Manager

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2023, by Lauren O. Schwenk, as Manager of GLK Real Estate LLC, on behalf of the company.

[notary seal]

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

WITNESSES:

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT**

[Print Name]

Warren K. Heath, II
Chairperson, Board of Supervisors

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2023, by Warren K. 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 Two
- Exhibit B:** *Westside Haines City Community Development District Second Amended and Restated Engineer's Report*, dated October 26, 2023

EXHIBIT A - LEGAL DESCRIPTION OF ASSESSMENT AREA TWO

EXHIBIT B – ENGINEER’S REPORT

SECTION B

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

(This space reserved for Clerk)

Lauren Gentry, Esq.
Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE ASSESSMENT AREA TWO PROJECT

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE ASSESSMENT AREA TWO PROJECT (the “Assignment”) is made this _____ day of November 2023, 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 32060, and its successors and assigns (the “Landowner” and, together with the District, the “Parties” and each individually, a “Party”).

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 Two”); and

WHEREAS, the District proposes to issue its \$_____ Westside Haines City Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two Project) (the “Assessment Area Two Bonds”), to finance certain improvements which will benefit all of Assessment Area Two, as identified in the *Second Amended and Restated Engineer’s Report*, dated October 26, 2023 (the “Engineer’s Report” and the improvements relating to Assessment Area Two, the “Assessment Area Two Project”); and

WHEREAS, among the security for the repayment of the Assessment Area Two Bonds are the debt special assessments levied against Assessment Area Two (the “Assessment Area Two Special Assessments”); and

WHEREAS, the Parties intend that Assessment Area Two will be platted and fully developed into a total of ___ townhomes and ___ single family residential units (together, the “Lots”), and the Lots will be ultimately owned by homebuilders or end users which are unrelated to the Landowner or its affiliated entities (the “Development Completion”), as contemplated by the Engineer’s Report and as further described in the *Master Assessment Methodology*, dated March 29, 2021, as supplemented by that *Supplemental Assessment Methodology – Assessment Area Two*, dated _____ (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 Two Bonds is described as Brentwood Phase 2 and Phase 3, and Cascades Phase 3 in the Engineer’s Report, and is referred to herein as the “Assessment Area Two Project”; and

WHEREAS, the failure to achieve Development Completion may increase the likelihood that the purchasers of the Assessment Area Two Bonds will not receive the full benefit of their investment in the Assessment Area Two Bonds; and

WHEREAS, during the period in which the Development is being developed and the Assessment Area Two 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 Two Special Assessments securing the Assessment Area Two Bonds; and

WHEREAS, in the event of default in the payment of the Assessment Area Two Special Assessments securing the Assessment Area Two 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 Two Special Assessments*, dated _____, 2023, 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 July 1, 2021 (the “Master Indenture”), as supplemented by that *Second Supplemental Trust Indenture* dated as of _____, 2023 (the “Second Supplemental Indenture” and, together with the Master Indenture, the “Indenture”), pursuant to which the Assessment Area Two Bonds are being issued, and the other Agreements being entered into by Landowner concurrent herewith with respect to the Assessment Area Two Bonds and the Assessment Area Two 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 Two 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 Two Project, and the Landowner's rights as declarant of any property owner or homeowner association with respect to Assessment Area Two 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 Two Special Assessments levied against the Assessment Area Two property 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 Two 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 Two 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 Two Project or the construction of improvements within the Assessment Area Two Project, or off-site to the extent such off-site improvements are necessary or required to complete the Assessment Area Two Project;

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

(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 Two property, including, without limitation, Landowner's contracts with homebuilders, if any, and end users (collectively, the "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 Two Special Assessments levied against the portion of Assessment Area Two 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 Two 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 Two 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 Two Project shall subject any and all affiliates or successors-in-interest of Landowner as to the Assessment Area Two Project or any portion thereof, to this Assignment to the extent of the portion of the Assessment Area Two 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 Two 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 Two 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 Two 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 Two 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 (the "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: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301

B. If to Landowner: GLK Real Estate LLC
346 East Central Avenue
Winter Haven, Florida 32060
Attn: Lauren O. Schwenk

With a copy to: Straughn & Turner, P.A.
255 Magnolia Avenue SW
Winter Haven, Florida 32060
Attn: Richard E. Straughn

Except as otherwise provided in this Assignment, any Notice shall be deemed received only upon actual delivery at the address(es) 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 (the "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 Two 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 Two 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.

21. TERMINATION. This Assignment shall continue in effect until the sooner of rescission in writing by the mutual assent of the Parties, or until Development Completion, at which point this Assignment shall automatically terminate.

[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]

Lauren O. Schwenk, Manager

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2023, by Lauren O. Schwenk, as Manager of GLK Real Estate LLC, on behalf of the company.

[notary seal]

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

WITNESSES:

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT**

[Print Name]

Warren K. Heath, II
Chairperson, Board of Supervisors

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2023, by Warren K. 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 the Assessment Area Two

Exhibit A: Legal Description of the Assessment Area Two

SECTION C

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

(ASSESSMENT AREA TWO BONDS)

THIS AGREEMENT (the “Agreement”) is made and entered into this _____ day of November 2023, 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” and each individually, a “Party”).

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 (the “Improvements”); and

WHEREAS, Landowner is the majority owner and developer of certain lands within the District (“Assessment Area Two”), described in **Exhibit A**, which will be subject to the proposed issuance of the Assessment Area Two Bonds, as 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 *Second Amended and Restated Engineer’s Report*, dated October 26, 2023

(the “Engineer’s Report”) attached to this Agreement as **Exhibit B**, and the estimated costs of the portion of the Improvements to be financed by the Assessment Area Two Bonds, described as Brentwood Phase 2 and Phase 3, and Cascades Phase 3, (the “Assessment Area Two Project”), are identified therein; and

WHEREAS, the District has imposed debt special assessments on Assessment Area Two within the District (the “Assessment Area Two Special Assessments”), to secure financing for a portion of the construction of the Assessment Area Two Project described in **Composite Exhibit B**, and has validated \$110,000,000 in special assessment bonds to fund the planning, design, permitting, construction and/or acquisition of Improvements, including a portion of the Assessment Area Two Project; and

WHEREAS, the District intends to finance all or a portion of the Assessment Area Two Project through the anticipated issuance of its Westside Haines City Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two Project), in the principal amount of \$_____ (the “Assessment Area Two Bonds”); and

WHEREAS, Landowner has requested that the District limit the amount of debt special assessments imposed upon Assessment Area Two by allowing the Landowner to directly fund a portion of the Assessment Area Two 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 Two Project, as set forth in the Engineer’s Report, not funded by proceeds of the Assessment Area Two Bonds; and

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

WHEREAS, in order to ensure that the Assessment Area Two Project is completed and funding is available in a timely manner to provide for its completion, Landowner and the District hereby agree that the District will be obligated to issue no more than \$_____ in Assessment Area Two Bonds to fund the Assessment Area Two 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 Two Project, over and above the amount of the Assessment Area Two 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 Two Bonds will provide only a portion of the funds necessary to complete the Assessment Area Two Project. Therefore, Landowner hereby agrees to complete the Assessment Area Two 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 Two 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 Two 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 Two 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 Two 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 Two 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 Two benefitted by the Assessment Area Two Project.

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

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

(c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Landowner of its obligations hereunder are expressly subject to, dependent and conditioned upon (a) the issuance of \$_____ par amount of Assessment Area Two Bonds and use of the proceeds thereof to fund a portion of the Assessment Area Two Project, and (b) the scope, configuration, size and/or composition of the Assessment Area Two 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 Two 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 Two 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 (the “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: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: Lauren Gentry

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

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

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

9. **ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and Landowner as an arm’s length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed

to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either Party.

10. THIRD-PARTY BENEFICIARIES. Except as otherwise provided in this Section 10 with respect to Trustee, this Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as otherwise provided in this Section 10 with respect to Trustee, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Landowner and the respective representatives, successors, and assigns of each. Notwithstanding anything herein to the contrary, the Trustee for the Assessment Area Two 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 Two 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.

19. TERMINATION. This Agreement shall continue in effect until completion of the Remaining Improvements, as evidenced by a Notice of Completion from the District Engineer, at which time this Agreement shall automatically terminate.

[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

Warren K. Heath II
Vice Chairperson, Board of Supervisors

WITNESS:

GLK REAL ESTATE LLC,
a Florida limited liability company

[Print Name]

Lauren O. Schwenk its Manager

Exhibit A: Legal Description of Assessment Area Two
Exhibit B: *Second Amended and Restated Engineer's Report*, dated October 26, 2023

EXHIBIT A – LEGAL DESCRIPTION OF ASSESSMENT AREA TWO

EXHIBIT B – ENGINEER’S REPORT

SECTION D

**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 TWO BONDS)

THIS AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____ 2023, 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 partially in the City of Haines City, Florida, and partially in 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” and each individually, a “Party”).

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 *Second Amended and Restated Engineer’s Report*, dated October 26, 2023 (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 2 and Phase 3, and Cascades Phase 3 as described in the Engineer’s Report and further described in **Exhibit B** (“Assessment Area Two”), within which a portion of the District Improvements will be located (the “Assessment Area Two 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 2023 (Assessment Area Two Project) (the “Assessment Area Two Bonds”); and

WHEREAS, because the Assessment Area Two 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 Two 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 Two 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 Two Bonds (the "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 Two 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 Two 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 Two 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 Two Bonds (the "Prior Acquisitions"). The District agrees to pursue the issuance of the Assessment Area Two Bonds in good faith and, within thirty (30) days from the issuance of such Assessment Area Two 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 Two 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, and/or 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 Two Bonds acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Assessment Area Two 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 (the "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: Kilinski | Van Wyk
517 E. College Avenue
Tallahassee, Florida 32301
Attn: Lauren Gentry

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

With a copy to:

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

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

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

SECTION 16. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any bondholders of Assessment Area Two 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 Two Bonds, on behalf of the owners of the Assessment Area Two 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 Two 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 Two Bonds then outstanding. Such consent shall not be

required in the event of a sale of the majority of the Assessment Area Two 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 Two 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. Heath II
Chairperson, Board of Supervisors

WITNESS:

GLK REAL ESTATE LLC,
a Florida limited liability company

[Print Name]

Gary Price, Manager

Exhibit A: *Second Amended and Restated Engineer's Report*, dated October 26, 2023

Exhibit B: Legal Description of Assessment Area Two

EXHIBIT A: ENGINEER'S REPORT

EXHIBIT B: LEGAL DESCRIPTION OF ASSESSMENT AREA TWO

SECTION E

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

Lauren Gentry, Esq.
Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301

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

(ASSESSMENT AREA TWO 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 Two**”), 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 (the “**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) Ordinance No. 22-071, enacted by the County and effective on November 7, 2022, was duly and properly adopted by the County in compliance with all applicable requirements of law; (d) Ordinance No. 2023-065, adopted by the County and effective on October 3, 2023, was duly and properly adopted by the County in compliance with all applicable requirements of law; and (e) 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 Two Special Assessments**”) imposed by, but not limited to, Resolutions 2021-25, 2021-26, 2021-29, and 2024-__ (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 Two Special Assessments, and the Assessment Area Two 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 Two 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 Two 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 Two Special Assessments.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Assessment Area Two 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 2023 (Assessment Area Two Project), in the principal amount of \$_____ (the "**Assessment Area Two Bonds**"), or securing payment thereof and all other documents and certifications relating to the issuance of the Assessment Area Two 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 Two Special Assessments or claims of invalidity, deficiency or unenforceability of the Assessment Area Two 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 Two Special Assessments collected by mailed notice of the District, such unpaid Assessment Area Two Special Assessments and future Assessment Area Two 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) the Landowner hereby waives, to the extent permitted by law, 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 Two Special Assessments or the Assessment Area Two Bonds that were conducted on or prior to the date hereof.

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 Two 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 November 2023.

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]

Lauren O. Schwenk, Manager

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2023, by Lauren O. Schwenk, 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 TWO

SECTION F

This Instrument Prepared by
and return to:

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

Lauren Gentry, Esq.
Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301

**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR
SPECIAL ASSESSMENT BONDS, SERIES 2023
(ASSESSMENT AREA TWO 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 2024-__ (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 Two Project described in such Assessment Resolutions. Said assessments are pledged to secure the Westside Haines City Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two Project) (the “Assessment Area Two Bonds”). The legal description of the lands on which said special assessments are imposed is attached to this Notice (the “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 Two*, dated _____ (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.

[Signatures on following page]

IN WITNESS WHEREOF, this Notice has been executed and effective as of the _____ day of November 2023, and recorded in the Official Records of Polk County, Florida.

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT

Warren K. Heath, II
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 November 2023, by Warren K. Heath, II as 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 TWO

SECTION IX

**This Instrument Prepared by
and return to:**

Lauren M. Gentry, Esq.
Kilinski | Van Wyk, PLLC
517 E. College Avenue
Tallahassee, Florida 32301

**NOTICE OF BOUNDARY AMENDMENT OF THE
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**

PLEASE TAKE NOTICE that on October 3, 2023, the Board of County Commissioners of Polk County, Florida (the “County”), adopted County Ordinance No. 2023-065, which became effective on October 3, 2023, contracting the boundaries of the Westside Haines City Community Development District (“District”). The legal description of the lands encompassed within the District, after amendment, is attached hereto as Exhibit “A.” The Westside Haines City Community Development District was established by County Ordinance No. 21-017, which became effective on March 18, 2021, and approved and consented to by City of Haines City Resolution No. 21-1537, effective March 4, 2021, and further amended by County Ordinance No. 22-071, effective November 2, 2022, and approved and consented to by City of Haines City Resolution No. 22-1970, effective October 20, 2022 (together, the “Ordinance”). The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 190, *Florida Statutes*, or by contacting the District’s registered agent as designated to the Florida Department of Commerce in accordance with Section 189.014, *Florida Statutes*.

**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 GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed on this 3rd day of November 2023, and recorded in the Official Records of Polk County, Florida.

WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT DISTRICT




Warren K. (Rennie) Heath II, Chairman



Witness



Print Name



Witness



Print Name

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me physical presence or online notarization this 3rd day of November, 2023, by Warren K. (Rennie) Heath, II, as Chairperson of the Board of Supervisors of the Westside Haines City Community Development District.



[notary seal]



(Official Notary Signature)

Name: Jessica Kowalski

Personally Known X

OR Produced Identification _____

Type of Identification _____

EXHIBIT A

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 ¼ 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' TO A POINT ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF HOLLY HILL 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 TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY 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 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 991.98 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 ¼ 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 COUNTY WALK ESTATES THE FOLLOWING TWO (2) COURSES: 1) N.00°21'09"W., A DISTANCE OF 631.43; 2) S.88°48'08"W. A DISTANCE OF 644.25 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY 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 HILL 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.

CASCADES PARCELS

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°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 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 TRACT 17, A DISTANCE OF 374.86 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 UNNAMED 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 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 THE 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°37'34" 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 ON 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.

PARCEL C

A PORTION OF TRACTS 1 THROUGH 16, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 28 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 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 ¼ 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 84.58 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 ¼ OF SECTION 30, TOWNSHIP 28 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 ¼ OF SAID SECTION 30 AND PROCEED N 88°48'00" E, ALONG THE SOUTH BOUNDARY OF THE SW ¼ 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.

PARCEL E

A PORTION OF TRACTS 19 THROUGH 30 IN THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY AND A PORTION OF TRACTS 5 THROUGH 13 IN THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 28 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 30 AND PROCEED S 00°04'10" E, ALONG THE EAST BOUNDARY OF THE SOUTHWEST ¼ 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°09'08" 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 ¼ OF SECTION 31, TOWNSHIP 28 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 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°04'16" 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.

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.

PARCEL NUMBER: 272630-708000-010310 (PER BOOK 10252, PAGES 0829-0830):

TRACT 31 IN THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272630-708000-030010 (PER BOOK 10272, PAGES 1719-1721):

TRACTS 1 AND 2 IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, OF THE FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272630-708000-010320 (PER BOOK 10311, PAGES 1982-1983):

FLA DEVELOPMENT CO SUB PB PG 60 TO 63 TRACT 32 IN NE ¼ LESS ADDNL RD R/W PER MB 18 PG 43-61

PARCEL NUMBER: 272619-705000-040101 (PER BOOK 10216, PAGES 0927-0928): TRACTS 10 AND 11 IN THE SW ¼ SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF

FLORIDA DEVELOPMENT CO. TRACT, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272619-705000-040210 (PER BOOK 10387, PAGES 2162-2163):

TRACTS 23 AND 24 IN THE SW ¼ SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ACCORDING TO THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT RECORDED IN PLAT BOOK 3, PAGES 60-63, INCLUSIVE, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SUBJECT TO ROADWAY ALLOWANCE AS SHOWN ON SAID PLAT.

LESS AND EXCEPT THE MAINTAINED RIGHT OF WAY OF HOLLY HILL GROVE ROAD 3, AS EVIDENCED BY COUNTY MAINTAINED MAP BOOK 17, PAGES 93-99, INCLUSIVE, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272619-070500-040230 (PER BOOK 10216, PAGES 0902-0903):

TRACTS 23 AND 24 IN THE SW ¼ SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT. RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272630-708000-010300 (PER BOOK 10543, PAGES 1172-1175):

TRACT 30 IN THE NE ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272619-705000-040060 (PER BOOK 10536, PAGES 1555-1559):

TRACT 6 IN THE SW ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; BEING THE EAST ½ OF THE NW ¼ OF THE NE ¼ OF THE SW ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST.

PARCEL NUMBER: 272619-705000-040090 (PER BOOK 10536, PAGES 1555-1559):

TRACT 9 IN THE SW ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, ACCORDING TO THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING THE SAME AS THE E ½ OF THE SE ¼ OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST.

PARCEL NUMBER: 272619-705000-040220 (PER BOOK 10581, PAGES 1114-1117):

TRACT 22 IN THE SW ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272619-705000-040280 (PER BOOK 10310, PAGES 0885-0887):

LOT 28 IN THE SW ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING IN THE W ½ OF THE SW ¼ OF THE SE ¼ OF THE SW ¼ OF SAID SECTION 19.

LESS OUT

Parcel No. 39 (Tax ID 272630-707500-040053)

HOLLY HILL GROVE & FRUIT CO SUB PB 17 PG 35 PART OF TRACTS 5 & 6 IN SW1/4 DESC AS BEG SE COR TRACT 5 RUN N 330.69 FT W 165.75 FT N 315.69 FT TO S LINE PLATTED R/W E 86.84 FT S 41 DEG 18 MIN 00 SEC E 195.07 FT S 05 DEG 47 MIN 32 SEC W 501.06 FT TO POB SUBJECT TO CONSERVATION EASEMENT PER OR 3994-350.

LESS OUT

DESCRIPTION: A PORTION OF TRACTS 28, 29, & 30, 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 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 BOUNDARY, OF SAID COUNTY WALK ESTATES N.00°21'09"W., A DISTANCE OF 631.43 FEET; THENCE N.88°48'08"E., A DISTANCE OF 991.93 FEET TO THE POINT OF BEGINNING.
CONTAINING 14.481 ACRES, MORE OR LESS.

ALTOGETHER CONTAINING 595.10± ACRES

SECTION X

SECTION D

SECTION 1

Westside Haines City Community Development District

Summary of Check Register

September 23, 2023 to October 27, 2023

Bank	Date	Check No.'s		Amount
General Fund	10/3/23	324 - 326	\$	17,201.08
	10/4/23	327	\$	368.83
	10/5/23	328	\$	1,084.45
	10/12/23	329 - 333	\$	9,855.00
	10/13/23	334	\$	13,172.50
	10/20/23	335 - 341	\$	14,095.17
	10/23/23	342 - 344	\$	18,100.00
	10/25/23	345	\$	2,451.50
	10/26/23	346 - 351	\$	4,453.00
	10/27/23	352	\$	3,000.00
Total Amount			\$	83,781.53

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/03/23	00008	9/20/23	2334730-	202308	310	51300	31100		ENGINEERING SVCS-AUG23 DEWBERRY ENGINEERS, INC	*	2,380.00	2,380.00	000324
10/03/23	00004	9/25/23	20121	202310	310	51300	45000		FY24 INSURANCE POLICY EGIS INSURANCE ADVISORS, LLC	*	5,785.00	5,785.00	000325
10/03/23	00049	9/01/23	10042	202309	320	53800	46200		LANDSCAPE MAINT-SEP23 10093 202309 320-53800-47300 IRRIGATION REPAIRS-DRIP PRINCE & SONS INC.	*	8,805.00	9,036.08	000326
10/04/23	00014	9/30/23	00059086	202309	310	51300	48000		BOS MEETING FY23/24 CA FLORIDA HOLDINGS, LLC	*	368.83	368.83	000327
10/05/23	00020	8/31/23	021772	202310	300	20700	10100		SER21 BW FR#42 ABSOLUTE ENGINEERING INC	*	1,084.45	1,084.45	000328
10/12/23	00036	10/05/23	3973-10-	202309	310	51300	31200		ARBITRAGE - SERIES 2021 AMTEC	*	450.00	450.00	000329
10/12/23	00023	10/03/23	BH100320	202310	310	51300	11000		SUPERVISOR FEES-10/03/23 BOBBIE HENLEY	*	200.00	200.00	000330
10/12/23	00034	10/03/23	EL100320	202310	310	51300	11000		SUPERVISOR FEES-10/03/23 ERIC LAVOIE	*	200.00	200.00	000331
10/12/23	00002	10/03/23	LS100320	202310	310	51300	11000		SUPERVISOR FEES-10/03/23 LAUREN SCHWENK	*	200.00	200.00	000332
10/12/23	00049	10/01/23	10330	202310	320	53800	46200		LANDSCAPE MAINT-OCT23 PRINCE & SONS INC.	*	8,805.00	8,805.00	000333
10/13/23	00020	6/30/23	021696	202310	300	20700	10100		SER21 BW FR#43 ABSOLUTE ENGINEERING INC	*	13,172.50	13,172.50	000334

WHCD WESTSIDE HAINES MBYINGTON

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/20/23	00023	10/11/23	BH101120	202310 310-51300-11000	SUPERVISOR FEES-10/11/23	*	200.00	
								BOBBIE HENLEY
								200.00 000335
10/20/23	00008	8/18/23	2321534-	202307 310-51300-49100	BOUNDARY AMENDMENT BA1-15	*	1,020.00	
								DEWBERRY ENGINEERS, INC
								1,020.00 000336
10/20/23	00034	10/11/23	EL101120	202310 310-51300-11000	SUPERVISOR FEES-10/11/23	*	200.00	
								ERIC LAVOIE
								200.00 000337
10/20/23	00007	10/01/23	43	202310 310-51300-34000	MANAGEMENT FEES-OCT23	*	3,246.25	
10/01/23		43		202310 310-51300-35200	WEBSITE MANAGEMENT-OCT23	*	100.00	
10/01/23		43		202310 310-51300-35100	INFORMATION TECH-OCT23	*	150.00	
10/01/23		43		202310 310-51300-31300	DISSEMINATION SVCS-OCT23	*	416.67	
10/01/23		43		202310 310-51300-51000	OFFICE SUPPLIES	*	.36	
10/01/23		43		202310 310-51300-42000	POSTAGE	*	7.56	
10/01/23		44		202310 330-53800-12000	FIELD MGMT-BRENTWOOD-OCT	*	625.00	
10/01/23		45		202310 320-53800-12000	FEILD MGMT-CASCADES OCT	*	833.33	
10/01/23		46		202310 310-51300-31700	ASSESSMENT ROLL - FY24	*	5,000.00	
								GOVERNMENTAL MANAGEMENT SERVICES
								10,379.17 000338
10/20/23	00017	7/10/23	7055	202306 310-51300-49100	BOUNDARY AMENDMENT#BA1-15	*	152.00	
8/11/23		7283		202307 310-51300-49100	BOUNDARY AMENDMENT#BA1-15	*	117.00	
9/07/23		7508		202308 310-51300-49100	BOUNDARY AMENDMENT#BA1-15	*	304.00	
9/07/23		7509		202308 310-51300-49100	BRENTWOOD PH 4/5 #BA1-15	*	1,323.00	
								KILINSKI / VAN WYK, PLLC
								1,896.00 000339
10/20/23	00016	10/11/23	RB101120	202310 310-51300-11000	SUPERVISOR FEES-10/11/23	*	200.00	
								PATRICK ROBERT BONIN
								200.00 000340

WHCD WESTSIDE HAINES MBYINGTON

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/20/23	00003	10/11/23	RH101120	202310	310-51300	-11000		SUPERVISOR FEES-10/11/23 RENNIE HEATH	*	200.00	200.00	000341
10/23/23	00020	8/31/23	021766	202310	300-20700	-10100		SER21 BW FR#44 ABSOLUTE ENGINEERING INC	*	2,750.00	2,750.00	000342
10/23/23	00051	9/28/23	27559	202310	300-20700	-10100		SER21 BW FR#44 CROWN ELECTRIC INC.	*	6,350.00	6,350.00	000343
10/23/23	00019	9/01/23	1472	202310	300-20700	-10100		SER21BW FR#44 9/16/23 1473 202310 300-20700-10100 SER21BW FR#44 10/01/23 1474 202310 300-20700-10100 SER21 BW FR#44 GLK REAL ESTATE LLC	*	3,000.00	9,000.00	000344
10/25/23	00014	9/30/23	00059086	202309	310-51300	-49100		BOUNDARY AMDMT AD-09/05 CA FLORIDA HOLDINGS, LLC	*	2,451.50	2,451.50	000345
10/26/23	00023	10/19/23	BH101920	202310	310-51300	-11000		SUPERVISOR FEE-10/19/23 BOBBIE HENLEY	*	200.00	200.00	000346
10/26/23	00008	10/18/23	2348138-	202309	310-51300	-31100		ENGINEERING FEES-REPORT 10/18/23 2348138- 202309 310-51300-31100 ENGINEERING FEES-SEP23 DEWBERRY ENGINEERS, INC	*	105.00	3,272.50	000347
10/26/23	00010	10/02/23	89415	202310	310-51300	-54000		SPECIAL DISTRICT FEE-FY24 DEPARTMENT OF ECONOMIC OPPORTUNITY	*	175.00	175.00	000348
10/26/23	00034	10/19/23	EL101920	202310	310-51300	-11000		SUPERVISOR FEE-10/19/23 ERIC LAVOIE	*	200.00	200.00	000349
10/26/23	00017	10/09/23	7796	202309	310-51300	-31500		ATTORNEY SVCS-SEP23 KILINSKI / VAN WYK, PLLC	*	405.50	405.50	000350

WHCD WESTSIDE HAINES MBYINGTON

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/26/23	00002	10/19/23 LS101920	202310 310-51300-11000	SUPERVISOR FEE-10/19/23 LAUREN SCHWENK	*	200.00	200.00 000351
10/27/23	00019	8/01/23 1469	202310 300-20700-10100	SER21 BW FR#45 GLK REAL ESTATE LLC	*	3,000.00	3,000.00 000352
TOTAL FOR BANK A						83,781.53	
TOTAL FOR REGISTER						83,781.53	

SECTION 2

Westside Haines City
Community Development District

Unaudited Financial Reporting
September 30, 2023



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Westside Haines City
Community Development District
Combined Balance Sheet
September 30, 2023

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 750,429	\$ -	\$ -	\$ 750,429
Investments:				
Series 2021				
Reserve	\$ -	\$ 548,975	\$ -	\$ 548,975
Revenue	\$ -	\$ 406,731	\$ -	\$ 406,731
Construction - Cascades Phase 1 & 2	\$ -	\$ -	\$ 106,774	\$ 106,774
Construction - Brentwood Phase 1	\$ -	\$ -	\$ 382	\$ 382
Due From Developer	\$ 2,916	\$ -	\$ 22,184	\$ 25,100
Total Assets	\$ 753,345	\$ 955,706	\$ 129,340	\$ 1,838,391
Liabilities:				
Accounts Payable	\$ 21,280	\$ -	\$ -	\$ 21,280
Contracts Payable	\$ -	\$ -	\$ 22,184	\$ 22,184
Total Liabilities	\$ 21,280	\$ -	\$ 22,184	\$ 43,465
Fund Balance:				
Restricted for:				
Debt Service - Series 2021	\$ -	\$ 955,706	\$ -	\$ 955,706
Capital Projects - Series 2021	\$ -	\$ -	\$ 107,156	\$ 107,156
Unassigned	\$ 732,064	\$ -	\$ -	\$ 732,064
Total Fund Balances	\$ 732,064	\$ 955,706	\$ 107,156	\$ 1,794,926
Total Liabilities & Fund Balance	\$ 753,345	\$ 955,706	\$ 129,340	\$ 1,838,391

Westside Haines City
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2023

	Adopted Budget	Prorated Budget Thru 09/30/23	Actual Thru 09/30/23	Variance
Revenues:				
Assessments - Direct	\$ 876,320	\$ 876,320	\$ 525,421	\$ (350,900)
Assessments - Lot Closings	\$ -	\$ -	\$ 348,216	\$ 348,216
Boundary Amendment Contributions	\$ -	\$ -	\$ 16,194	\$ 16,194
Total Revenues	\$ 876,320	\$ 876,320	\$ 889,830	\$ 13,510
Expenditures:				
<i>General & Administrative:</i>				
Supervisor Fees	\$ 12,000	\$ 12,000	\$ 3,600	\$ 8,400
Engineering	\$ 15,000	\$ 15,000	\$ 10,731	\$ 4,269
Attorney	\$ 25,000	\$ 25,000	\$ 14,377	\$ 10,623
Annual Audit	\$ 5,500	\$ 5,500	\$ 4,000	\$ 1,500
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 1,350	\$ 1,350	\$ 450	\$ 900
Dissemination	\$ 7,000	\$ 7,000	\$ 5,000	\$ 2,000
Trustee Fees	\$ 12,000	\$ 12,000	\$ 4,041	\$ 7,959
Management Fees	\$ 36,750	\$ 36,750	\$ 36,750	\$ -
Information Technology	\$ 1,800	\$ 1,800	\$ 1,800	\$ -
Website Maintenance	\$ 1,200	\$ 1,200	\$ 1,200	\$ -
Telephone	\$ 300	\$ 300	\$ -	\$ 300
Postage & Delivery	\$ 1,000	\$ 1,000	\$ 825	\$ 175
Insurance	\$ 5,625	\$ 5,625	\$ 5,456	\$ 169
Copies	\$ 1,000	\$ 1,000	\$ 12	\$ 988
Legal Advertising	\$ 10,000	\$ 10,000	\$ 7,748	\$ 2,252
Other Current Charges	\$ 5,000	\$ 5,000	\$ 1,688	\$ 3,312
Boundary Amendment Expenditures	\$ -	\$ -	\$ 18,645	\$ (18,645)
Office Supplies	\$ 625	\$ 625	\$ 29	\$ 596
Travel Per Diem	\$ 660	\$ 660	\$ -	\$ 660
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Subtotal General & Administrative Expenditures	\$ 146,985	\$ 146,985	\$ 121,525	\$ 25,460

Westside Haines City
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2023

	Adopted Budget	Prorated Budget Thru 09/30/23	Actual Thru 09/30/23	Variance
<i>Operations & Maintenance</i>				
Field Expenditures				
Property Insurance	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
Field Management	\$ 15,000	\$ 15,000	\$ 1,875	\$ 13,125
Landscape Maintenance	\$ 175,000	\$ 175,000	\$ 23,435	\$ 151,565
Landscape Replacement	\$ 35,000	\$ 35,000	\$ -	\$ 35,000
Lake Maintenance	\$ 20,000	\$ 20,000	\$ -	\$ 20,000
Streetlights	\$ 20,500	\$ 20,500	\$ 12,203	\$ 8,297
Electric	\$ 8,000	\$ 8,000	\$ 4,224	\$ 3,776
Water & Sewer	\$ 20,000	\$ 20,000	\$ 10,135	\$ 9,865
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 2,500	\$ -	\$ 2,500
Irrigation Repairs	\$ 15,000	\$ 15,000	\$ 231	\$ 14,769
General Repairs & Maintenance	\$ 17,000	\$ 17,000	\$ -	\$ 17,000
Contingency	\$ 15,000	\$ 15,000	\$ -	\$ 15,000
Subtotal Field Expenditures Expenditures	\$ 353,000	\$ 353,000	\$ 52,102	\$ 300,898
Amenity Expenditures				
Amenity Staff	\$ 75,000	\$ 75,000	\$ -	\$ 75,000
Amenity - Electric	\$ 30,000	\$ 30,000	\$ -	\$ 30,000
Amenity - Water	\$ 20,000	\$ 20,000	\$ -	\$ 20,000
Playground Lease	\$ 45,600	\$ 45,600	\$ -	\$ 45,600
Fitness Equipment Lease	\$ 50,000	\$ 50,000	\$ -	\$ 50,000
Internet	\$ 6,000	\$ 6,000	\$ -	\$ 6,000
Pest Control	\$ 1,440	\$ 1,440	\$ -	\$ 1,440
Janitorial Service	\$ 14,800	\$ 14,800	\$ -	\$ 14,800
Security Services	\$ 50,000	\$ 50,000	\$ -	\$ 50,000
Pool Maintenance	\$ 50,000	\$ 50,000	\$ -	\$ 50,000
Amenity Repairs & Maintenance	\$ 15,000	\$ 15,000	\$ -	\$ 15,000
Amenity Access Management	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Contingency	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
Subtotal Amenity Expenditures	\$ 372,840	\$ 372,840	\$ -	\$ 372,840
Total Expenditures	\$ 872,825	\$ 872,825	\$ 173,627	\$ 699,198
Excess (Deficiency) of Revenues over Expenditures	\$ 3,495		\$ 716,203	
<i>Other Financing Uses:</i>				
Capital Reserve Transfer	\$ 3,495	\$ 3,495	\$ -	\$ (3,495)
Total Other Financing Uses	\$ 3,495	\$ 3,495	\$ -	\$ (3,495)
Net Change in Fund Balance	\$ -		\$ 716,203	
Fund Balance - Beginning	\$ -		\$ 15,861	
Fund Balance - Ending	\$ -		\$ 732,064	

Westside Haines City

Community Development District

Debt Service Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/23	Thru 09/30/23	Variance
Revenues:				
Assessments - Direct Bills	\$ 1,097,950	\$ 1,097,950	\$ 540,000	\$ (557,950)
Assessments - Lot Closings	\$ -	\$ -	\$ 557,150	\$ 557,150
Interest	\$ -	\$ -	\$ 60,228	\$ 60,228
Total Revenues	\$ 1,097,950	\$ 1,097,950	\$ 1,157,378	\$ 59,428
Expenditures:				
Interest - 11/1	\$ 349,256	\$ 349,256	\$ 349,256	\$ -
Principal - 5/1	\$ 400,000	\$ 400,000	\$ 400,000	\$ -
Interest - 5/1	\$ 349,256	\$ 349,256	\$ 349,256	\$ -
Total Expenditures	\$ 1,098,513	\$ 1,098,513	\$ 1,098,513	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (563)		\$ 58,866	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ (548,975)	\$ (548,975)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (548,975)	\$ (548,975)
Net Change in Fund Balance	\$ (563)		\$ (490,109)	
Fund Balance - Beginning	\$ 349,605		\$ 1,445,815	
Fund Balance - Ending	\$ 349,042		\$ 955,706	

Westside Haines City

Community Development District

Capital Projects Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/23	Thru 09/30/23	Variance
Revenues:				
Developer Contributions - Cascades	\$ -	\$ -	\$ 2,598,418	\$ 2,598,418
Developer Contributions - Brentwood	\$ -	\$ -	\$ 2,392,413	\$ 2,392,413
Interest	\$ -	\$ -	\$ 3,772	\$ 3,772
Total Revenues	\$ -	\$ -	\$ 4,994,604	\$ 4,994,604
Expenditures:				
Capital Outlay - Cascades	\$ -	\$ -	\$ 2,601,986	\$ (2,601,986)
Capital Outlay - Brentwood	\$ -	\$ -	\$ 2,183,676	\$ (2,183,676)
Total Expenditures	\$ -	\$ -	\$ 4,785,662	\$ (4,785,662)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 208,942	\$ 208,942
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 548,975	\$ 548,975
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 548,975	\$ 548,975
Net Change in Fund Balance	\$ -	\$ -	\$ 757,917	\$ 757,917
Fund Balance - Beginning	\$ -	\$ -	\$ (650,761)	\$ (650,761)
Fund Balance - Ending	\$ -	\$ -	\$ 107,156	\$ 107,156

Westside Haines City
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Direct	\$ -	\$ 373,721	\$ 57,521	\$ -	\$ 46,540	\$ 549	\$ -	\$ -	\$ -	\$ -	\$ 47,089	\$ -	\$ 525,421
Assessments - Lot Closings	\$ -	\$ -	\$ 330,035	\$ -	\$ -	\$ -	\$ -	\$ 18,182	\$ -	\$ -	\$ -	\$ -	\$ 348,216
Boundary Amendment Contributions	\$ -	\$ 3,996	\$ 305	\$ -	\$ -	\$ 5,177	\$ -	\$ -	\$ -	\$ -	\$ 3,800	\$ 2,916	\$ 16,194
Total Revenues	\$ -	\$ 377,717	\$ 387,861	\$ -	\$ 46,540	\$ 5,726	\$ -	\$ 18,182	\$ -	\$ -	\$ 50,889	\$ 2,916	\$ 889,830
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ 800	\$ 800	\$ 1,400	\$ -	\$ 3,600
Engineering	\$ 110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 165	\$ 255	\$ 3,781	\$ 768	\$ 2,380	\$ 3,273	\$ 10,731
Attorney	\$ 1,168	\$ 307	\$ 207	\$ 298	\$ 229	\$ 227	\$ 950	\$ 1,032	\$ 1,551	\$ 3,396	\$ 4,609	\$ 406	\$ 14,377
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ 4,000
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 5,000
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,041	\$ -	\$ 4,041
Management Fees	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 36,750
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 1,800
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,200
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 29	\$ 6	\$ 55	\$ 79	\$ 118	\$ 55	\$ 93	\$ 76	\$ 52	\$ 96	\$ 15	\$ 150	\$ 825
Insurance	\$ 5,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81	\$ -	\$ -	\$ 5,456
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5	\$ -	\$ -	\$ 7	\$ -	\$ -	\$ -	\$ 12
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,181	\$ 3,532	\$ 1,667	\$ 369	\$ 7,748
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25	\$ 124	\$ 1,452	\$ 39	\$ 47	\$ 1,688
Boundary Amendment Expenditures	\$ 3,996	\$ 305	\$ 5,177	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 152	\$ 4,937	\$ 1,627	\$ 2,452	\$ 18,645
Office Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 3	\$ 3	\$ 3	\$ 18	\$ 29
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Subtotal General & Administrative Expenditures	\$ 19,583	\$ 4,347	\$ 9,168	\$ 4,106	\$ 4,077	\$ 4,016	\$ 4,937	\$ 5,717	\$ 16,380	\$ 18,793	\$ 19,509	\$ 10,892	\$ 121,525

Westside Haines City
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<i>Operations & Maintenance</i>													
Field Expenditures													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250	\$ 625	\$ 1,875
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750	\$ 4,615	\$ 7,115	\$ 10,955	\$ 23,435
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 165	\$ -	\$ 8,631	\$ 600	\$ 2,807	\$ 12,203
Electric	\$ -	\$ 8	\$ -	\$ 36	\$ 153	\$ 262	\$ 374	\$ 250	\$ 307	\$ 864	\$ 1,238	\$ 731	\$ 4,224
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,193	\$ 2,942	\$ 10,135
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 231	\$ 231
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Field Expenditures Expenditures	\$ -	\$ 8	\$ -	\$ 36	\$ 153	\$ 262	\$ 374	\$ 416	\$ 1,057	\$ 14,110	\$ 17,396	\$ 18,291	\$ 52,102
Amenity Expenditures													
Amenity Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fitness Equipment Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Amenity Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 19,583	\$ 4,356	\$ 9,168	\$ 4,142	\$ 4,230	\$ 4,278	\$ 5,310	\$ 6,133	\$ 17,437	\$ 32,903	\$ 36,905	\$ 29,183	\$ 173,627
Excess Revenues (Expenditures)	\$ (19,583)	\$ 373,361	\$ 378,693	\$ (4,142)	\$ 42,310	\$ 1,448	\$ (5,310)	\$ 12,049	\$ (17,437)	\$ (32,903)	\$ 13,984	\$ (26,267)	\$ 716,203
<i>Other Financing Uses:</i>													
Capital Reserve Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Financing Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (19,583)	\$ 373,361	\$ 378,693	\$ (4,142)	\$ 42,310	\$ 1,448	\$ (5,310)	\$ 12,049	\$ (17,437)	\$ (32,903)	\$ 13,984	\$ (26,267)	\$ 716,203

Westside Haines City
Community Development District
Long Term Debt Report

Series 2021, Special Assessment Revenue Bonds	
Interest Rate:	2.500%, 3.000%, 3.250%, 4.000%
Maturity Date:	5/1/2052
Optional Redemption Date:	5/1/2031
Reserve Fund Definition	50% Maximum Annual Debt Service
Reserve Fund Requirement	\$548,975
Reserve Fund Balance	\$548,975
Bonds Outstanding - 7/19/21	\$19,810,000
(Less: Principal Payment - 5/1/23)	(\$400,000)
Current Bonds Outstanding	\$19,410,000

Westside Haines City
Community Development District
Special Assessment Receipt Schedule
Fiscal Year 2023

DIRECT BILL ASSESSMENTS

AG Essential Housing Multi State 2 LLC 2023-01				\$749,175.00	\$276,675.00	\$472,500.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Operations & Maintenance	Series 2021
11/15/22	11/1/22	1914744	\$187,293.75	\$187,293.75	\$69,168.75	\$118,125.00
11/15/22	12/1/22	1914744	\$187,293.75	\$187,293.75	\$69,168.75	\$118,125.00
11/15/22	2/1/23	1914744	\$187,293.75	\$187,293.75	\$69,168.75	\$118,125.00
11/15/22	5/1/23	1914744	\$187,293.75	\$187,293.75	\$69,168.75	\$118,125.00
				\$749,175.00	\$749,175.00	\$276,675.00

GLK Real Estate LLC 2023-02				\$874,883.97	\$349,233.97	\$525,650.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Operations & Maintenance	Series 2021
11/22/22	11/1/22	1579	\$218,720.99	\$10,432.13	\$10,432.13	\$0.00
12/6/22	12/1/22	1602	\$218,720.99	\$10,432.13	\$10,432.13	\$0.00
*	2/1/23	*	\$218,720.99	*	\$0.00	\$0.00
*	5/1/23	*	\$218,720.99	*	\$0.00	\$0.00
				\$874,883.96	\$20,864.26	\$20,864.26

Cassidy Holding Group Inc 2023-03				\$38,597.76	\$38,597.76	\$0.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Operations & Maintenance	Series 2021
11/15/22	11/1/22	1564	\$9,649.44	\$9,649.44	\$9,649.44	\$0.00
12/6/22	12/1/22	1597	\$9,649.44	\$9,649.44	\$9,649.44	\$0.00
2/8/23	2/1/23	1660	\$9,649.44	\$9,649.44	\$9,649.44	\$0.00
8/23/23	5/1/23	1860	\$9,649.44	\$9,649.44	\$9,649.44	\$0.00
				\$38,597.76	\$38,597.76	\$0.00

Cassidy Holdings LLC 2023-04				\$10,473.11	\$10,473.11	\$0.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Operations & Maintenance	Series 2021
11/15/22	11/1/22	1563	\$2,618.28	\$2,618.28	\$2,618.28	\$0.00
12/6/22	12/1/22	1596	\$2,618.28	\$2,618.28	\$2,618.28	\$0.00
2/8/23	2/1/23	1659	\$2,618.28	\$2,618.28	\$2,618.28	\$0.00
8/23/23	5/1/23	1859	\$2,618.28	\$2,618.28	\$2,618.28	\$0.00
				\$10,473.12	\$10,473.12	\$0.00

*Amounts collected via Lot Closings

Westside Haines City
Community Development District
Special Assessment Receipt Schedule
Fiscal Year 2023

DIRECT BILL ASSESSMENTS

Cassidy Property Investments LLC 2023-05				\$3,065.06	\$3,065.06	\$0.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Operations & Maintenance	Series 2021
11/15/22	11/1/22	1565	\$766.26	\$766.26	\$766.26	\$0.00
12/6/22	12/1/22	1598	\$766.26	\$766.26	\$766.26	\$0.00
2/8/23	2/1/23	1661	\$766.26	\$766.26	\$766.26	\$0.00
8/23/23	5/1/23	1861	\$766.26	\$766.26	\$766.26	\$0.00
			\$3,065.04	\$3,065.04	\$3,065.04	\$0.00

Northeast Polk Land Investments LLC 2023-06				\$28,843.49	\$28,843.49	\$0.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Operations & Maintenance	Series 2021
11/22/22	11/1/22	1580	\$7,210.87	\$7,210.87	\$7,210.87	\$0.00
12/6/22	12/1/22	1603	\$7,210.87	\$7,210.87	\$7,210.87	\$0.00
2/8/23	2/1/23	1662	\$7,210.87	\$7,210.87	\$7,210.87	\$0.00
8/23/23	5/1/23	1863	\$7,210.87	\$7,210.87	\$7,210.87	\$0.00
			\$28,843.48	\$28,843.48	\$28,843.48	\$0.00

Thornhill East LLC 2023-07				\$2,196.46	\$2,196.46	\$0.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Operations & Maintenance	Series 2021
11/15/22	11/1/22	1566	\$549.11	\$549.11	\$549.11	\$0.00
12/6/22	12/1/22	1604	\$549.11	\$549.11	\$549.11	\$0.00
3/1/23	2/1/23	1680	\$549.11	\$549.11	\$549.11	\$0.00
8/23/23	5/1/23	1864	\$549.11	\$549.11	\$549.11	\$0.00
			\$2,196.44	\$2,196.44	\$2,196.44	\$0.00

Wynnstone Investors LLC 2023-08				\$105,180.40	\$105,180.40	\$0.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Operations & Maintenance	Series 2021
11/15/22	11/1/22	1567	\$26,295.10	\$26,295.10	\$26,295.10	\$0.00
12/6/22	12/1/22	1605	\$26,295.10	\$26,295.10	\$26,295.10	\$0.00
2/8/23	2/1/23	1663	\$26,295.10	\$26,295.10	\$26,295.10	\$0.00
8/23/23	5/1/23	1865	\$26,295.10	\$26,295.10	\$26,295.10	\$0.00
			\$105,180.40	\$105,180.40	\$105,180.40	\$0.00

DR Horton Inc 2023-09r				\$107,025.00	\$39,525.00	\$67,500.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Operations & Maintenance	Series 2021
11/29/22	11/1/22	1607914	\$26,756.25	\$26,756.25	\$9,881.25	\$16,875.00
11/29/22	12/1/22	1607914	\$26,756.25	\$26,756.25	\$9,881.25	\$16,875.00
11/29/22	2/1/23	1607914	\$26,756.25	\$26,756.25	\$9,881.25	\$16,875.00
11/29/22	5/1/23	1607914	\$26,756.25	\$26,756.25	\$9,881.25	\$16,875.00
			\$107,025.00	\$107,025.00	\$39,525.00	\$67,500.00

*Amounts collected via Lot Closings