

*Westside Haines City  
Community Development District*

*Continued Meeting Agenda*

*February 14, 2024*

# AGENDA

# *Westside Haines City*

## *Community Development District*

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

February 7, 2024

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

Dear Board Members:

A continued meeting of the Board of Supervisors of the **Westside Haines City Community Development District** will be held on **Wednesday, February 14, 2024 at 3:00 PM at 346 E. Central, Ave., Winter Haven, FL 33880.**

**Zoom Video Link:** <https://us06web.zoom.us/j/84591475035>

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

**Meeting ID:** 845 9147 5035

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period
3. Presentation and Approval of Second Amended and Restated Engineer's Report (*to be provided under separate cover*)
4. Presentation and Approval of Updated Supplemental Assessment Methodology Report for Assessment Area Two (*to be provided under separate cover*)
5. Consideration of Resolution 2024-05 Amending and Supplementing Delegation Resolution 2024-03
6. Consideration of Updated Ancillary Documents for Series 2023 Assessment Area Two Bonds
  - A. True-Up Agreement
  - B. Collateral Assignment Agreement
  - C. Completion Agreement
  - D. Acquisition Agreement
  - E. Declaration of Consent
  - F. Notice of Special Assessments
7. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager's Report
    - i. Consideration of Proposal for Iron Filtration Systems at Irrigation Wells
  - D. District Manager's Report
8. Other Business
9. Supervisors Requests and Audience Comments
10. Adjournment

# SECTION III

*Item will be  
provided under  
separate cover.*

# SECTION IV

*Item will be  
provided under  
separate cover.*

# SECTION V



**RESOLUTION NO. 2024-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT AMENDING AND SUPPLEMENTING RESOLUTION NO. 2024-03 TO AMEND CERTAIN PROVISIONS OF SECTIONS 1, 5 AND 9 AND AMENDING SCHEDULE I THEREOF RELATING TO THE CONDITIONS AND DISTRICT ACTIONS TAKEN FOR THE ISSUANCE OF, AND USE OF PROCEEDS OF ITS WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024 (ASSESSMENT AREA TWO PROJECT) (THE "ASSESSMENT AREA TWO BONDS"); RATIFYING AND CONFIRMING ALL ACTIONS HERETOFORE TAKEN RELATING TO THE SALE OF THE ASSESSMENT AREA TWO BONDS; PROVIDING FOR INCIDENTAL ACTION; AND PROVIDING AN EFFECTIVE DATE.**

**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 and created by Ordinance No. 21-017 enacted by the Board of County Commissioners of Polk County, Florida (the "Commission"), which became effective on March 18, 2021, as amended each by Ordinance No. 22-071, enacted by the Commission, which became effective on November 7, 2022, and by Ordinance No. 23-065, enacted by the Commission, which became effective on October 3, 2023; and

**WHEREAS**, the District originally determined to undertake in multiple phases, the acquisition and/or construction of additional public infrastructure improvements for the special benefit of the lands in the District (the "Original Assessment Area Two Project"), as described more particularly in the Westside Haines City Community Development District Second Amended and Restated Engineer's Report dated November 7, 2023 (the "Prior Engineer's Report") prepared by Dewberry Engineers, Inc. (the "District Engineer"), and summarized in Schedule I attached to Resolution No. 2024-03 adopted by the Board of Supervisors of the District (the "Board") on November 7, 2023 (the "Original Delegation Resolution"); and

**WHEREAS**, the District now desires to expand the scope of the Original Assessment Area Two Project as described in the Prior Engineer's Report to include 4 phases instead of 2 phases of the "Brentwood Townhomes," and to include one phase of "Wynnstone Single-Family" and to increase the original developable units from 590 to 1,394 (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 February 6, 2024 (the "Engineer's Report") prepared by the District Engineer, and summarized in Schedule I attached hereto; and

**WHEREAS**, the lands in the District benefited by the Assessment Area Two Project and securing repayment of the Assessment Area Two Bonds are anticipated to be developed by GLK Real Estate, LLC, a Florida limited liability company; and

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

**WHEREAS**, the District now desires to amend the provisions of the Original Delegation Resolution to increase the maximum principal amount of Assessment Area Two Bonds that can be issued pursuant to Sections 1 and 5 thereof from \$10,000,000 to \$31,000,000 to more fully reflect the costs of financing the Assessment Area Two Project; and

**WHEREAS**, the District also desires to amend the description of the use of proceeds of the Assessment Area Two Bonds under Section 1 thereof; and

**WHEREAS**, the District also desires to amend Section 9 of the Original Delegation Resolution to clarify the scope of further action the Chair or a Designated Member may take in connection with the issuance of the Assessment Area Two Bonds; and

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

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

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

"There are hereby authorized and directed to be issued the Westside Haines City Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Assessment Area Two Bonds") in an aggregate principal amount not to exceed \$31,000,000, 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 and (iii) 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 3. Amendment of Section 5(iii) of the Original Delegation Resolution.** Section 5(iii) of the Original Delegation Resolution is hereby amended in its entirety to read as follows:

"(iii) The aggregate principal amount of the Assessment Area Two Bonds shall not exceed \$31,000,000;"

**Section 4. Amendment of Section 9 of the Original Delegation Resolution.** Section 9 of the Original Delegation Resolution is hereby amended in its entirety to read as follows:

"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, including changing the series designation or the dated date of any and all documents on behalf of the District which are necessary and desirable in connection with the issuance of the Assessment Area Two Bonds. 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. 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 5. 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 Section 120.54(5)(b)2, Florida Statutes, and that all deliberations of the District that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

**Section 6. 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 7. 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 8. Ratification of Original Delegation Resolution.** Except to the extent previously modified and/or hereby modified, the Original Delegation Resolution of the District is hereby ratified, confirmed and approved in all respects.

**Section 9. 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 14<sup>th</sup> day of February, 2024.

**WESTSIDE HAINES CITY  
COMMUNITY DEVELOPMENT  
DISTRICT**

Attest:

\_\_\_\_\_  
Secretary, Board of Supervisors

\_\_\_\_\_  
Chairperson, Board of Supervisors

## SCHEDULE I

### DESCRIPTION OF THE 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, Brentwood Townhomse - Phases 2, 3, and 4/5, Cascades Single Family - Phase 3 and Wynnstone Single Family - Phase 1 as described in the following table:

<b>EXHIBIT 7 COST ESTIMATE</b>										
INFRASTRUCTURE	BRENTWOOD TOWNHOMES				CASCADES SINGLE FAMILY			WYNNSTONE SINGLE FAMILY		TOTAL 2,574 LOTS
	PHASE 1 (226 LOTS) 2021-2023	PHASE 2 (124 LOTS) 2023-2024	PHASE 3 (122 LOTS) 2023-2024	PHASES 4/5 (290 LOTS) 2024-2025	PHASE 1 (597 LOTS) 2021-2024	PHASE 2 (74 LOTS) 2021-2024	PHASE 3 (344 LOTS) 2023-2025	PHASE 1 (514 LOTS) 2024-2025	PHASE 2 (283 LOTS) 2025-2026	
Assessment	1	2	2	2	1	1	2	2	3	
Offsite Improvements(1)(5)(7)(11)	\$ 970,000	\$ 200,000	\$0	\$ 250,000	\$4,000,000	\$ 500,000	\$ 800,000	\$ 7,953,607	\$ 2,242,077	\$ 16,915,684
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	\$3,837,500	\$ 4,313,475	\$ 3,699,428	\$ 23,468,169
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	\$3,637,500	\$ 4,207,305	\$ 3,609,745	\$ 22,224,700
Roadway (1)(4)(5)(7)	\$ 560,790	\$ 481,740	\$ 638,213	\$1,957,234	\$1,365,625	\$ 265,000	\$2,166,125	\$ 2,068,728	\$ 2,152,394	\$ 11,655,848
Entry Feature (1)(7)(8)(9)(11)	\$ 100,000	\$0	\$ 200,000	\$ 125,000	\$ 750,000	\$0	\$ 250,000	\$ 1,128,361	\$ 224,208	\$ 2,777,568
Parks and Amenities (1)(7)(11)	\$1,000,000	\$0	\$0	\$1,250,000	\$1,750,000	\$0	\$ 750,000	\$ 3,403,443	\$ 448,415	\$ 8,601,858
<b>Subtotal</b>	<b>\$5,085,000</b>	<b>\$2,790,000</b>	<b>\$3,631,250</b>	<b>\$12,147,768</b>	<b>\$13,432,500</b>	<b>\$1,665,000</b>	<b>\$11,441,125</b>	<b>\$23,074,918</b>	<b>\$12,376,268</b>	<b>\$ 86,643,828</b>
Professional Fees (10%)	\$ 508,500	\$ 279,000	\$ 363,125	\$ 1,214,777	\$ 1,343,250	\$ 166,500	\$ 1,144,113	\$ 2,307,492	\$ 1,237,627	\$ 8,564,383
<b>Subtotal</b>	<b>\$5,593,500</b>	<b>\$3,069,000</b>	<b>\$3,994,375</b>	<b>\$13,362,544</b>	<b>\$14,775,750</b>	<b>\$1,831,500</b>	<b>\$12,585,238</b>	<b>\$25,382,410</b>	<b>\$13,613,894</b>	<b>\$ 94,208,211</b>
Contingency (10%)	\$ 559,350	\$ 306,900	\$ 399,438	\$ 1,336,254	\$ 1,477,575	\$ 183,150	\$ 1,258,524	\$ 2,538,241	\$ 1,361,389	\$ 9,420,821
<b>Total</b>	<b>\$6,152,850</b>	<b>\$3,375,900</b>	<b>\$4,393,813</b>	<b>\$14,698,799</b>	<b>\$16,253,325</b>	<b>\$2,014,650</b>	<b>\$13,843,761</b>	<b>\$27,920,651</b>	<b>\$14,975,284</b>	<b>\$103,629,032</b>

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 street light poles and lighting service. Includes only the incremental cost of undergrounding.
10. Estimates based on 2,547 lots.
11. The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (all phases).

Source: Westside Haines City Community Development District Second Amended and Restated Engineer's Report prepared for the Westside Haines City Community Development District dated February 6, 2024, prepared by Dewberry Engineers Inc.

# SECTION VI

# 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

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

**THIS TRUE-UP AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, 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 “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**, Developer 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** (“Developer Lands”); 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 \_\_\_\_\_, 2024 (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 2024 (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 (the “Assessment Area Two Special Assessments”) on certain property within the District (“Assessment Area Two”) to secure the repayment of the Assessment Area Two Bonds, including interest thereon; and

**WHEREAS**, Developer agrees that all developable property within the Developer Lands benefit from the timely design, construction, or acquisition of the Assessment Area Two Project; and

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

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

**WHEREAS**, the *Master Assessment Methodology*, dated March 29, 2021, as supplemented by that *Supplemental Assessment Methodology-Assessment Area Two*, dated \_\_\_\_\_, 2024 (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 Developer; and

**WHEREAS**, Developer 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 Developer 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**, Developer and the District desire to enter into an agreement to confirm Developer'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 the Developer Lands, which lands are described herein in **Exhibit A**, and shall remain in full force and effect and be binding upon Developer, its heirs, legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

**B.** Developer agrees that to the extent Developer 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, Developer has informed the District that Developer 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, 344 single-family homes in Cascades Phase 3, and \_\_\_\_ single-family homes in Wynnstone Phase 1, or \_\_\_\_ Equivalent Residential Units ("ERUs").

**B.** *Process for Reallocation of Assessments.* The Assessment Area Two Special Assessments will be reallocated among property within 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 Developer Lands within Assessment Area Two is to be platted, Developer 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 Developer Lands 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”). Developer 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 the Developer Lands, or any re-platting thereof, there must be at least the number of ERUs for platted lots in the Developer Lands to which to assign the bond debt. If not, subject to subsection (v) below, the District would require a True-Up Payment from Developer 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 the Developer Lands 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 the Developer Lands 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 the Developer Lands, 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 Special Assessments installment payable for the Developer Lands. 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, Developer 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, Developer 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 Developer that at least \_\_\_ ERUs will be assigned to the Developer Lands, as identified in the Assessment Report and Engineer’s Report. However, the District agrees that nothing herein prohibits more or less than the anticipated number of ERUs to be assigned to the Developer Lands. In the event Developer plats less than \_\_\_ ERUs within the Developer Lands, the

Developer may either make a True-Up Payment or leave unassigned Assessment Area Two Special Assessments on un-platted lands within the Developer Lands, 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 Developer'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 Developer: 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.** Developer may not assign its duties or obligations under this Agreement except in accordance with the terms of this Section 7(C) below. This Agreement shall constitute a covenant running with title to all or any portion of the Developer Lands, binding upon Developer and its successors and assigns including, without limitation, any purchaser and its successors and assigns as to the Developer Lands or portions thereof, and any transferee of any portion of the Developer Lands, but shall not be binding upon transferees permitted by Sections 7(B)(i), (ii) or (iii) below.

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

C. Developer shall not transfer any portion of the Developer Lands 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 Developer from its obligations under this Agreement as to such portion of the Developer Lands 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 Developer’s obligations in accordance herewith and shall be deemed the “Developer” from and after such transfer for all purposes as to such portion of Developer Lands 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 Developer, both the District and Developer have complied with all the requirements of law, and both the District and Developer 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 Developer 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 Developer 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 Developer 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 Developer'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.** Developer 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, Developer 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: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Lauren O. Schwenk, Manager

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2024, 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: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Warren K. Heath, II  
Chairperson, Board of Supervisors

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2024, 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 \_\_\_\_\_, 2024

EXHIBIT A - LEGAL DESCRIPTION OF DEVELOPER LANDS

[Description for Brentwood 2/3, Cascades 3, and Wynnstone 1 and 2A to be added]

EXHIBIT B – ENGINEER’S REPORT

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

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**AGREEMENT BY AND BETWEEN THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT AND KL LB BUY 1 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 \_\_\_\_\_ 2024, 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

**KL LB BUY 1 LLC**, a Delaware limited liability company, the owner of certain lands within the District, whose principal address is 225 Liberty Street, Suite 4210, New York, NY 10281, and its successors and assigns (the “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**, Developer is the owner of a portion of the lands within the District, which lands are described in **Exhibit A** (the “Landowner Lands”); 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 \_\_\_\_\_, 2024 (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 2024 (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 (the “Assessment Area Two Special Assessments”) on certain property within the District (“Assessment Area Two”) to secure the repayment of the Assessment Area Two Bonds, including interest thereon; and

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

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

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

**WHEREAS**, the *Master Assessment Methodology*, dated March 29, 2021, as supplemented by that *Supplemental Assessment Methodology-Assessment Area Two*, dated \_\_\_\_\_, 2024 (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 Developer; and

**WHEREAS**, Developer 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 Developer 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**, Developer and the District desire to enter into an agreement to confirm Developer’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 the Landowner Lands, which lands are described herein in **Exhibit A**, and shall remain in full force and effect and be binding upon Developer, its heirs, legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

**B.** Developer agrees that to the extent Developer 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, Developer has informed the District that Developer intends to plat its portion of Assessment Area Two into a total of \_\_\_ in Brentwood Phase 4 and \_\_\_ in Brentwood Phase 5, or a total of \_\_\_ Equivalent Residential Units (“ERUs”).

**B.** *Process for Reallocation of Assessments.* The Assessment Area Two Special Assessments will be reallocated among property within 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 Landowner Lands within Assessment Area Two is to be platted, Developer 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 Landowner Lands



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”). Developer 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 the Landowner Lands, or any re-platting thereof, there must be at least the number of ERUs for platted lots in the Landowner Lands to which to assign the bond debt. If not, subject to subsection (v) below, the District would require a True-Up Payment from Developer 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 the Landowner Lands 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 the Landowner Lands 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 the Landowner Lands, 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 Special Assessments installment payable for the Landowner Lands. 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, Developer 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, Developer 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 Developer that at least \_\_\_\_ ERUs will be assigned to the Landowner Lands, as identified in the Assessment Report and Engineer’s Report. However, the District agrees that nothing herein prohibits more or less than the anticipated number of ERUs to be assigned to the Landowner Lands. In the event Developer plats less than \_\_\_\_ ERUs within the Landowner Lands, the Developer may either make a True-Up Payment or leave unassigned Assessment Area Two Special Assessments on un-platted lands within the Landowner Lands, 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 Developer'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 Developer: KL LB Buy 1 LLC  
225 Liberty Street, Suite 4210,  
New York, NY 10281

Attn: \_\_\_\_\_

With a copy to:

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

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

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of any assessments placed on Assessment Area 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.** Developer may not assign its duties or obligations under this Agreement except in accordance with the terms of this Section 7(C) below. This Agreement shall constitute a covenant running with title to all or any portion of the Landowner Lands, binding upon Developer and its successors and assigns including, without limitation, any purchaser and its successors and assigns as to the Landowner Lands or portions thereof, and any transferee of any portion of the Landowner Lands, but shall not be binding upon transferees permitted by Sections 7(B)(i), (ii) or (iii) below.

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

C. Developer shall not transfer any portion of the Landowner Lands 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 Developer from its obligations under this Agreement as to such portion of the Landowner Lands 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 Developer’s obligations in accordance herewith and shall be deemed the “Developer” from and after such transfer for all purposes as to such portion of Landowner Lands 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 Developer, both the District and Developer have complied with all the requirements of law, and both the District and Developer 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 Developer 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 Developer 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 Developer 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 Developer'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.** Developer 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, Developer and District have caused this Agreement to be executed and delivered on the day and year first written above.

WITNESSES:

**KL LB BUY 1 LLC,**  
a Delaware limited liability company

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

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

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of KL LB Buy 1 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: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Warren K. Heath, II  
Chairperson, Board of Supervisors

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2024, 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 \_\_\_\_\_, 2024



EXHIBIT A - LEGAL DESCRIPTION OF LANDOWNER LANDS

[Description for Brentwood 4/5 to be added]

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 \_\_\_\_\_ 2024, 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 “Developer” and, together with the District, the “Parties” and each individually, a “Party”).

**RECITALS**

**WHEREAS**, Developer 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 (“Developer Lands”); and

**WHEREAS**, the District proposes to issue its \$\_\_\_\_\_ Westside Haines City Community Development District Special Assessment Bonds, Series 2024 (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 \_\_\_\_\_, 2024 (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 (the “Assessment Area Two Special Assessments”) levied against certain property within the District (“Assessment Area Two”), described in **Exhibit B**; and

**WHEREAS**, the Parties intend that the Developer Lands 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 Developer 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 \_\_\_\_\_, 2024 (together, the “Assessment Methodology”), all of such Lots and associated improvements being referred to herein as the “Development”; and

**WHEREAS**, the portion of the Development which is being partially financed with the proceeds of the Assessment Area Two Bonds is described as Brentwood Phases 2, 3, 4, and 5; Cascades Phase 3; and Wynnstone Phase 1 and 2A 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 \_\_\_\_\_, 2024, 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 \_\_\_\_\_, 2024 (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 Developer 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, Developer hereby collaterally assigns to the District, to the extent assignable, all of Developer's development rights, permits, entitlements and work product relating to development of the Assessment Area Two Project, and the Developer'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 Developer'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 Developer Lands 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 Developer 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, Developer'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 Developer to pay the Assessment Area Two Special Assessments levied against the portion of Assessment Area Two owned by the Developer, from time to time, failure of Developer 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 DEVELOPER.** Developer represents and warrants to the District that:

(a) Developer 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 Developer to execute this Assignment and perform all of Developer'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 Developer 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.** Developer covenants with the District that for so long as this Assignment shall remain in effect pursuant to the terms hereof:

(a) Developer will use reasonable, good faith efforts to (i) fulfill, perform, and observe each and every material condition and covenant of Developer 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 Developer'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 Developer's right, from time to time, to modify, waive or release the Development Rights, subject to Section 4(c) below and Developer's obligations under the Bond Documents.

(c) Developer 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 Developer'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 Developer 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 Developer 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 Developer relating to the Development Rights and exercise or cause to be exercised any and all rights of Developer therein as fully as Developer 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, Developer 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 Developer. 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 Developer 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  
Attn: Lauren Gentry

**B.** If to Developer: 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 Developer may deliver Notice on behalf of the District and the Developer, 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 Developer.

**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 Developer'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 Developer 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, Developer 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: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Lauren O. Schwenk, Manager

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2024, 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: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Warren K. Heath, II  
Chairperson, Board of Supervisors

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2024, 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 Developer Lands
- Exhibit B:** Legal Description of Assessment Area Two

**Exhibit A: Legal Description of Developer Lands**

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

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 \_\_\_\_ 2024, 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

**KL LB BUY 1 LLC**, a Delaware limited liability company, the owner of certain lands within the District, with a mailing address of 225 Liberty Street, Suite 4210, New York, NY 10281, 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 of that certain real property within the District as more particularly described in **Exhibit A**, attached hereto and incorporated herein (“Landowner Lands”); and

**WHEREAS**, the District proposes to issue its \$\_\_\_\_\_ Westside Haines City Community Development District Special Assessment Bonds, Series 2024 (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 \_\_\_\_\_, 2024 (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 (the “Assessment Area Two Special Assessments”) levied against certain property within the District (“Assessment Area Two”), described in **Exhibit B**; and



**WHEREAS**, the Parties intend that the Landowner Lands 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 \_\_\_\_\_, 2024 (together, the “Assessment Methodology”), all of such Lots and associated improvements being referred to herein as the “Development”; and

**WHEREAS**, the portion of the Development which is being partially financed with the proceeds of the Assessment Area Two Bonds is described as Brentwood Phases 2, 3, 4, and 5; Cascades Phase 3; and Wynnstone Phase 1 and 2A 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 \_\_\_\_\_, 2024, 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 \_\_\_\_\_, 2024 (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 the 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 Landowner Lands 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  
Attn: Lauren Gentry

**B.** If to Landowner: KL LB Buy 1 LLC  
225 Liberty Street, Suite 4210,  
New York, NY 10281  
Attn: \_\_\_\_\_

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

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:

**KL LB BUY 1 LLC,**  
a Delaware limited liability company

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

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

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of KL LB Buy 1 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: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Warren K. Heath, II  
Chairperson, Board of Supervisors

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2024, 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 Landowner Lands
- Exhibit B:** Legal Description of Assessment Area Two

**Exhibit A: Legal Description of Landowner Lands**

**Exhibit B: Legal Description of 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 \_\_\_\_\_ 2024, 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 “Developer” 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**, Developer is the primary 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 \_\_\_\_\_, 2024; and

( 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 Phases 2, 3, 4, and 5; Cascades Phase 3; and Wynnstone Phases 1 and 2A (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 2024 (Assessment Area Two Project), in the principal amount of \$\_\_\_\_\_ (the “Assessment Area Two Bonds”); and

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

**WHEREAS**, Developer 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, Developer 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, Developer 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 Developer 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.** Developer 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, Developer 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 Developer 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 Developer 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 Developer 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 Developer, 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 Developer 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 Developer 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 Developer agrees that all developable lands within Assessment Area Two, including Developer's property, benefit from the timely design, construction, or acquisition of the Assessment Area Two Project.

(ii) Developer 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 Developer 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 Developer. Such consent is not necessary, and Developer 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 Developer, both the District and Developer have complied with all the requirements of law, and both the District and Developer 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 Developer: GLK Real Estate LLC  
346 East Central Avenue  
Winter Haven, Florida 33880  
Attn: Lauren O. Schwenk

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

Notwithstanding the foregoing, the Developer may assign this Agreement, in whole or in part, to a third-party purchaser of all the lands located within Assessment Area Two upon the execution of an Acknowledgement and Acceptance of Assignment of Developer Agreements in substantially the same form as **Exhibit C** attached hereto and incorporated herein by this reference.

**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.** Developer 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 \_\_\_\_\_, 2024
- Exhibit C:** Form of Acknowledgement and Acceptance of Assignment of Developer Agreements

**EXHIBIT A – LEGAL DESCRIPTION OF ASSESSMENT AREA TWO**

[TO BE ADDED]

**EXHIBIT B – ENGINEER’S REPORT**

**EXHIBIT C - FORM OF ACKNOWLEDGEMENT AND ACCEPTANCE OF ASSIGNMENT OF  
DEVELOPER AGREEMENTS**

# 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 \_\_\_\_\_ 2024, 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 “Developer” 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 \_\_\_\_\_, 2024 (the “Engineer’s Report”), attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, the Developer is the primary developer of certain lands located within the boundaries of the District known as Brentwood Phases 2, 3, 4, and 5; Cascades Phase 3; and Wynnstone Phases 1 and 2A 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 2024 (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 Developer’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 Developer 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 Developer 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 Developer 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 Developer 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 Developer or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer 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 Developer disputes the District Engineer's opinion as to cost, the District and the Developer 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 Developer 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 Developer agrees to release to the District all right, title, and interest which the Developer 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 Developer shall retain the right, title and interest to use the Work Product, and the District shall grant the Developer a license to use the Work Product to the extent reasonably required by the Developer in connection with the ownership, construction, development, and management of the Assessment Area Two Project or other lands owned by Developer to which such Work Product pertains. To the extent determined necessary by the District, the Developer 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 Developer to the District in respect thereto.

**D.** The Developer agrees to make reasonable good faith efforts, but without imposing any requirement on Developer 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 Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.

**SECTION 3. IMPROVEMENTS.** The Developer has expended certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Developer 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 Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Developer 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 Developer 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 Developer'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 Developer 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 Developer, 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer, 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 Developer, then in such event, the Developer 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 Developer 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 Developer 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 Developer 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 Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys said lands to the District. At the time of conveyance, the District may require, at Developer'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.*** Developer 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 Developer's ownership; provided, however, that such future boundary adjustments shall not affect the ability of the Developer 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 Developer 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 Developer 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 Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer fails to make timely payment of any such taxes or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer 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 Developer 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 Developer 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 Developer for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. The Developer 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 Developer 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 Developer, 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 Developer 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 Developer 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 Developer. The District and the Developer have complied with all the requirements of law. The District and the Developer 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 PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301  
Attn: Lauren Gentry

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



With a copy to:

Straughn & Turner, P.A.  
255 Magnolia Avenue 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 Developer may deliver Notice on behalf of the District and the Developer. 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer'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 Developer pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Developer 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.

Notwithstanding the foregoing, the Developer may assign this Agreement to a third-party purchaser of all the lands located within Assessment Area Two upon the execution of an Acknowledgement and Acceptance of Assignment of Developer Agreements in substantially the same form as **Exhibit C** attached hereto and incorporated herein by this reference.

**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 Developer.

**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 Developer 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]

\_\_\_\_\_  
Lauren O .Schwenk, Manager

- Exhibit A:** *Second Amended and Restated Engineer's Report*, dated \_\_\_\_\_, 2024  
**Exhibit B:** Legal Description of Assessment Area Two  
**Exhibit C:** Acknowledgement and Acceptance of Assignment of Developer Agreements

**EXHIBIT A: ENGINEER'S REPORT**

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

**Brentwood Phases 2 & 3:**

A PORTION OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER CORNER OF SAID SECTION 19; THENCE N88°59'19"E, ALONG THE NORTH LINE OF THE SE 1/4 OF SAID SECTION 19 A DISTANCE OF 992.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N88°59'19"E, A DISTANCE OF 661.52 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE S00°19'15"E, ALONG SAID EAST LINE, A DISTANCE OF 661.64 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19; THENCE N88°55'21"E, ALONG THE SAID NORTH LINE, A DISTANCE OF 330.63 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19; THENCE S00°18'33"E, ALONG SAID EAST LINE, A DISTANCE OF 661.26 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19; THENCE S88°51'22"W, ALONG SAID NORTH LINE, A DISTANCE OF 991.52 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19; THENCE N00°20'37"W, ALONG SAID EAST LINE, A DISTANCE OF 163.38 FEET, THENCE DEPARTING SAID EAST LINE, RUN N89°02'28"E, A DISTANCE OF 83.53 FEET, THENCE N00°57'32"W, A DISTANCE OF 57.00 FEET, THENCE N89°02'28"E, A DISTANCE OF 76.00 FEET, THENCE N00°57'09"W, A DISTANCE OF 894.67 FEET, THENCE S89°01'45"W, A DISTANCE OF 60.10 FEET; THENCE N00°57'32"W, A DISTANCE OF 57.02 FEET, THENCE S89°02'28"W, A DISTANCE OF 15.00 FEET, THENCE N00°57'32"W, A DISTANCE OF 137.74 FEET, THENCE S88°59'20"W, A DISTANCE OF 72.22 FEET TO A POINT ON THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19; THENCE N00°20'37"W, ALONG SAID EAST LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

LESS ALL RECORDED INTERIOR ROAD RIGHT OF WAYS

CONTAINING 21 ACRES MORE OR LESS.

**Cascade Phases 2 & 3:**

A PORTION OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER CORNER OF SAID SECTION 30; THENCE S00°04'12"E, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 45.00 FEET, THENCE DEPARTING SAID WEST LINE, RUN S88°55'09"W, A DISTANCE OF 405.31 FEET, THENCE S00°04'11"E, A DISTANCE OF 1231.82 FEET;

THENCE S88°52'20"W, A DISTANCE OF 920.72 FEET, THENCE S00°07'43"E, A DISTANCE OF 14.77 FEET, THENCE N73°45'08"W, A DISTANCE OF 99.67 FEET, THENCE N33°12'25"E, A DISTANCE OF 782.35 FEET, THENCE N05°39'14"E, A DISTANCE OF 501.06 FEET; THENCE N41°26'18"W, A DISTANCE OF 214.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE S88°55'09"W, ALONG SAID NORTH LINE, A DISTANCE OF 1021.45 FEET, THENCE N00°04'45"W, A DISTANCE OF 998.90 FEET, THENCE N89°04'41"E, A DISTANCE OF 743.12 FEET, THENCE N00°05'30"W, A DISTANCE OF 323.41 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE N89°02'28"E, ALONG SAID NORTH LINE, A DISTANCE OF 939.63 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°06'56"E, A DISTANCE OF 659.11 FEET TO A POINT ON THE NORTH LINE OF THE S 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE N88°58'59"E, ALONG SAID NORTH LINE, A DISTANCE OF 422.01 FEET TO A POINT ON THE NORTH LINE OF THE S 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE N88°47'01"E, ALONG SAID NORTH LINE, A DISTANCE OF 991.38 FEET, THENCE DEPARTING SAID NORTH LINE, RUN S00°08'03"E, A DISTANCE OF 659.01 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE S88°48'13"W, ALONG SAID NORTH LINE, A DISTANCE OF 991.59 FEET TO THE POINT OF BEGINNING.

LESS ALL RECORDED INTERIOR ROAD RIGHT OF WAYS

CONTAINING 88 ACRES MORE OR LESS.

**AGREEMENT BY AND BETWEEN THE WESTSIDE HAINES CITY COMMUNITY  
DEVELOPMENT DISTRICT AND KL LB BUY 1 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 \_\_\_\_\_ 2024, 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

**KL LB BUY LLC**, a Delaware limited liability company, whose principal address is 225 Liberty Street, Suite 4210, New York, NY 10281, the owner of certain lands within the District (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 \_\_\_\_\_, 2024 (the “Engineer’s Report”), attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, the Landowner is the owner of certain lands located within the boundaries of the District and within the area identified as “assessment Area Two,” known as Brentwood Phases 4 and 5, as described in the Engineer’s Report and further described in **Exhibit B** (“Landowner Lands”), 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 2024 (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 PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301  
Attn: Lauren Gentry

**B.** If to Landowner: KL LB Buy 1 LLC  
225 Liberty Street, Suite 4210  
New York, NY 10281  
Attn: \_\_\_\_\_

With a copy to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

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:

**KL LB BUY 1 LLC,**  
a Delaware limited liability company

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

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

Title: \_\_\_\_\_

**Exhibit A:** *Second Amended and Restated Engineer's Report*, dated \_\_\_\_\_, 2024  
**Exhibit B:** Legal Description of Assessment Area Two

**EXHIBIT A: ENGINEER'S REPORT**

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

[Description for Brentwood Phases 4 and 5 to be added]

# 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

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**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**”), located within the boundaries of the Westside Haines City Community Development District (the “**District**”) and within the boundaries of the area known as “Assessment Area Two.” 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 2024 (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 \_\_\_\_\_ 2024.

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: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Lauren O. Schwenk, Manager

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2024, 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**

**[description of GLK property to be added]**

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

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

**(ASSESSMENT AREA TWO SPECIAL ASSESSMENTS)**

**KL LB BUY 1 LLC**, a Delaware limited liability company (the “**Landowner**”), is the owner of those lands as more particularly described in **Exhibit A** attached hereto (the “**Property**”), located within the boundaries of the Westside Haines City Community Development District (the “**District**”) and within the boundaries of the area known as “Assessment Area Two.” 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 2024 (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 \_\_\_\_\_ 2024.

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:

**KL LB BUY 1 LLC**, a Delaware limited liability company

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

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

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of KL LB Buy 1 LLC.

[notary seal]

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

**EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY**

**[description of Brentwood Phase 4/5 Property to be added]**

# 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

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**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR  
SPECIAL ASSESSMENT BONDS, SERIES 2024  
(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 2024 (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 \_\_\_\_\_ 2024, 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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2024, 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

[Legal Description to be added]

# SECTION VII

# SECTION C

# SECTION 1





*Dunham*  
**WELL DRILLING, INC.**  
**Pumps-Irrigation**

1341 42nd Street, N.W.  
 Winter Haven, Florida 33881  
 TELEPHONE: (863) 965-2881  
 FAX: 863-965-1052

Governmental Management Service – Central Florida  
 219 E. Livingston St.  
 Orlando, Fla. 32801

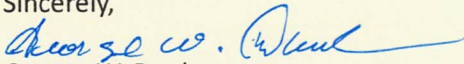
January 30, 2024  
 Phone: Joel      Office: 407-841-5524  
 Cell:              786-238-9473

Attention:      Joel Blanco  
 Project:        Cascades  
                     Haines City, Fla.  
                     Iron systems for the irrigation wells

Quote for an iron system for each well at the Cascades development in Haines City, Fla. will include the following:

- Chemical feed pump
  - 35-gallon chemical tank
  - Plastic pad
  - Miscellaneous fittings
  - Iron chemicals 2 containers each are 2.5 gallons.
  - Installation and start up.
- Total for each system on the irrigation wells      \$1,950.00

We can service the chemicals each month or how often it is needed.  
 We have everything in stock to do this installation.

Sincerely,  
  
 George W. Dunham

Authorization: \_\_\_\_\_ Date: \_\_\_\_\_