

*Westside Haines City
Community Development District*

Meeting Agenda

April 17, 2024

AGENDA

Westside Haines City

Community Development District

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

April 10, 2024

Board of Supervisors
Westside Haines City
Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the **Westside Haines City Community Development District** will be held on **Wednesday, April 17, 2024** at **2:30 PM** at **346 E. Central Ave., Winter Haven, Florida 33880**.

Zoom Video Link: <https://us06web.zoom.us/j/89953122719>

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

Meeting ID: 899 5312 2719

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the March 18, 2024 Board of Supervisors Meeting
4. Public Hearing
 - A. Public Hearing on the Imposition of Amended Master Special Assessments
 - i. Presentation of Second Amended and Restated Engineer's Report dated March 18, 2024
 - ii. Presentation of Master Assessment Methodology Report for Assessment Area Two dated March 18, 2024
 - iii. Consideration of Resolution 2024-10 Levying Amended Master Special Assessments
5. 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
6. Presentation of Updated Supplemental Assessment Methodology Report for Assessment Area Two with Final Numbers dated April 16, 2024
7. Consideration of Resolution 2024-11 Supplemental Assessment Resolution (Series 2024, Assessment Area Two Project)

¹ Comments will be limited to three (3) minutes

8. Consideration of Acknowledgement and Acceptance of Assignment of Developer Agreements for Assessment Area Two Bonds
9. Ratification of Brentwood Phase 4/5 Construction Documents:
 - A. Notice to Proceed
 - B. Notice of Commencement
 - C. Temporary Construction Access and Easement Agreement
 - D. Construction Funding Agreement
10. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Consideration of Work Order 2024-2 for Annual Consulting Engineering Services from Dewberry
 - C. Field Manager's Report
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
11. Other Business
12. Supervisors Requests and Audience Comments
13. Adjournment

MINUTES

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

The regular meeting of the Board of Supervisors of the Westside Haines City Community Development District was held Tuesday, **March 18, 2024**, at 9:00 a.m. at 346 E. Central Ave., Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Lauren Schwenk	Vice Chairperson
Bobbie Henley	Assistant Secretary
Eric Lavoie	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Lauren Gentry	District Counsel, Kilinski Van Wyk
Chace Arrington <i>by Zoom</i>	Dewberry, District Engineer
Joel Blanco	Field Manager, GMS
Bob Gang <i>by Zoom</i>	Greenberg Traurig, P.A., Bond Counsel
Ashton Bligh <i>by Zoom</i>	Greenberg Traurig, P.A., Bond Counsel
Chuck Cavaretta	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns noted there were no members of the public present in person nor joining via Zoom.

THIRD ORDER OF BUSINESS

Approval of Minutes of the February 6, 2024 Board of Supervisors Meeting and February 14, 2024 Continued Board of Supervisors Meeting

Ms. Burns presented the minutes from the February 6, 2024 Board of Supervisors meeting and the minutes from the February 14, 2024 continued meeting. She asked if there were any questions, comments, or changes. Hearing no changes, she asked for a motion to approve.

On MOTION by Ms. Henley, seconded by Mr. Lavoie with all in favor, the Minutes of the February 6, 2024 Board of Supervisors Meeting and the Minutes from the February 14, 2024 Continued Meeting, were approved.

FOURTH ORDER OF BUSINESS

Presentation and Approval of Second Amended and Restated Engineer’s Report dated March 18, 2024

Mr. Arrington stated there are a few tables breaking down the land use, lots per phase and lot type breakdown per phase. There is an explanation of all of the various points of the capital improvements plan. Past that is a table of permits. The only permits missing is for Wynnstone which should be later in the development and on page 45 a cost breakdown of all various capital improvements along with their estimation which will be based off of 2024 costs and they believe should be satisfactory to complete the construction. He noted he would answer any questions if the Board had any. Ms. Gentry noted this can be approved in substantial form subject to confirming the correct legal descriptions in Phase 3 townhomes.

On MOTION by Ms. Schwenk, seconded by Ms. Henley, with all in favor, the Amended and Restated Engineer’s Report dated March 18, 2024, was approved in substantial form.

FIFTH ORDER OF BUSINESS

Presentation and Approval of Master Assessment Methodology Report for Assessment Area Two dated March 18, 2024

Ms. Burns stated when they did the master levy across the whole property when the District was first established that was originally done in the Master Engineer’s Report. The costs have increased over time so there was a revised Engineer’s Report that Chase just reviewed. Because the amounts of the cost increased, they want to issue more than what they previously noted in the master levy that they did several years ago. They are starting a new assessment process on Assessment Area Two with the updated costs. This report included in the agenda package is a

Master Report for Assessment Area Two only. Table 1 shows the development plan for this phase with a total of 1,406 lots. Table 2 shows the cost estimate for each of the phases which were the figures in the Engineer’s Report for Brentwood Phase 2, 3, 4 & 5, Cascades 3, Wynnstone 1A and 1B. Table 3 shows the estimated bond sizing of \$85,935,000. Table 4 shows the improvement cost per unit. There are 3 product types, a townhome, single family 40 and single family 50. Table 5 shows the par debt per unit. This would be the most that they would issue on those product types. For the townhome it’s \$47,165, single family 40 is \$62,887, single family 50 is \$78,609. Table 6 breaks down the net and gross annual debt assessment per unit that would be paid annually on the Polk County Tax Bill. The gross annual debt assessment per unit for the townhome is \$3,829.75, single family 40 is \$5,106.34, and single family 50 is \$6,382.92. Table 7 shows the preliminary assessment roll for Assessment Area Two. All of the parcels’ IDs within this assessment are listed. Total acreage of the assessment area is listed as 342.68 acres. The legal descriptions are attached.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Master Assessment Methodology Report for Assessment Area Two dated March 18, 2024, was approved.
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SIXTH ORDER OF BUSINESS

**Consideration of Amended Resolution
2024-05 Amending and Supplementing
Delegation Resolution 2024-03**

Ms. Bligh stated the Board previously adopted a delegation resolution on November 7, 2023 and in the meantime, there has been an expansion of the project scope. Some updates have been made to that delegation resolution to reflect the expansion of the project scope. This resolution is actually doing a couple of things. It is amending sections 1 & 5 of the original delegation resolution to increase the NTE amount of bonds authorized by the District for what is called the Assessment Area Two project from \$10M to \$45M. They are also amending section nine of the original Delegation Resolution to clarify the scope of further action that the chair or designated member may take in connection with the issuance of the Assessment Area Two bonds. They also attached the correct project cost estimate table as schedule 1 which was pulled from the Engineer’s Report presented this morning. This is the Amending Resolution. She noted she would be happy to answer any questions otherwise requesting a motion to approve Resolution 2024-05.

On MOTION by Mr. Heath, seconded by Ms. Henley, with all in favor, Amended Resolution 2024-05 Amending and Supplementing Delegation Resolution 2024-03, was approved.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2024-08
Declaring Amended Master Special
Assessments**

Ms. Burns noted this will kick off the assessment process for the master levy on Assessment Area Two.

On MOTION by Mr. Heath, seconded by Ms. Henley, with all in favor, Resolution 2024-08 Declaring Amended Master Special Assessments, was approved.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2024-09
Setting a Public Hearing on the Imposition
of Amended Special Assessments**

Ms. Burns stated they are proposing April 17th at 2:30 p.m. which is a date that a meeting is already scheduled so should line up. The mailed notices will be sent today as that is exactly 30 days from today.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Resolution 2024-09 Setting a Public Hearing for April 17th at 2:30 p.m. on the Imposition of Amended Special Assessments, was approved.

NINTH ORDER OF BUSINESS

**Presentation and Approval of Preliminary
Supplemental Assessment Methodology –
Assessment Area Two dated March 18,
2024**

Ms. Burns noted this is the supplement report for the upcoming bond issuance and based on the most recent bond sizing provided by FMS. Table 1 shows the development plan with 3 product types, the townhome, single family 40 and single family 50. There are some notes listed that shows developer contributions later. Table 2 shows the capital improvement plan estimate that was originally reviewed by Chase in the Engineer’s Report, total cost estimate is \$64,893.640. Table 3 shows an estimated bond sizing of \$35,500,000. Table 4 breaks down the improvement

cost per unit for each of the 3 product types. Table 5 shows par debt. Townhome units \$21,017, townhome unit recognizing a developer contribution that is \$16,262, single family 40 that is \$33,380 and two other single family product types listed showing different contribution amounts, one at \$27,575 and the other at \$19,090. The single family 50 par debt of \$33,380 showing a contribution to bring that to the same amount as the 40 ft debt assessment. Two other product types as well for the 50's at \$27,575 and \$19,090. Table 6 shows the gross annual debt assessment collected on the Polk County Tax Bill. Table 7 shows preliminary assessment roll which allocates the debt by acre to all of the parcels within the community and the legal descriptions that are attached.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Preliminary Supplemental Assessment Methodology – Assessment Area Two Dated March 18, 2024, was approved.

TENTH ORDER OF BUSINESS

Consideration of District Counsel Representation Letter for Series 2024 Bond Issuance

Ms. Gentry noted given the number of iterations for this and the increased ancillary agreements, deeds, and various things with this issuance, they are proposing an increased issuers counsel fee of \$60,000. Ms. Schwenk asked if that is an increase of \$60,000. Ms. Gentry noted it is an increase to \$60,000 from the standard between \$40,000 and \$45,000.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the District Counsel Representation Letter for Series 2024 Bond Issuance, were approved.

ELEVENTH ORDER OF BUSINESS

Ratification of Quit Claim Deed for Wynnstone

Ms. Gentry stated this is property that was deeded originally from the county. It was right of way tracts that were deeded back to the District. They should never have been to the county. The District is then conveying those to GLK Real Estate so that portions of that property can be conveyed to whoever they need to be conveyed too.

On MOTION by Mr. Heath, seconded by Ms. Henley, with all in favor, the Quit Claim Deed for Wynnston, was ratified.

TWELFTH ORDER OF BUSINESS

Consideration of Amendment to Construction Funding Agreement (Brentwood Phase 4 and 5 – Private Lots)

Ms. Gentry noted this is an amendment to the construction funding agreement just to recognize that Brentwood Phase 4 and 5 construction contains some work related to private lot grading and that will not be reimbursed with bonds and funded entirely by the developer.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Amendment to Construction Funding Agreement (Brentwood Phase 4 and 5 – Private Lots), was approved.

THIRTEENTH ORDER OF BUSINESS

Consideration of Cost Share Agreement and Assignment of Construction Management Contract (to be provided under separate cover)

Ms. Gentry noted this is an agreement that Roy has been working on with Kevin. They are recognizing that GLK Real Estate has engaged Cassidy Land Development to provide onsite project management services for West Side Haines City including a portion of the Districts Assessment Area Two project recognizing that bonds have been delayed. The District has not had the ability to extend funds on this itself and GLK has been funding that. GLK also has completion obligations and a contract with the District for delivering the Assessment Area Two project recognizing the value of cost savings of having the District portion of these services completed under the existing agreement. GLK Real Estate is willing to contract with the District to provide those project management services through the CLD which makes it more efficient both operationally and cost effective wise. She noted she has drafted a cost share agreement that would allow the CDD to benefit from piggybacking off the existing GLK contract such that the District would pay GLK or have the option of paying CLD directly for the CDD parts of the project related to that public infrastructure. Any non-CDD project costs would still be funded by GLK and would not come from bond proceeds. They are still working on the details of the agreement. She asked that this be approved in substantial form. She recognizes there are developer representatives on the Board and as such she does have form 8B which allows you to declare a business relationship with

either of these parties. She recommended Lauren abstain from voting on this issue. Board members associated with CLD may still vote but she recommends they declare that affiliation and fill out form 8B to be filed. She noted her understanding is that Bobby, Rennie and Eric are affiliated with CLD so asked them to state that they have a business relationship with CLD for the record. She stated Bobby, Rennie and Eric, it is my understanding that each of you is affiliated with CLD so can you state that you have a business relationship with CLD for the record. Mr. Heath stated he has a business relationship with CLD. Ms. Henley stated she has a business relationship with CLD. Mr. Lavoie noted she has a business relationship with CLD. She asked Lauren to state that she has a business relationship with GLK. Ms. Schwenk noted she has a business relationship with GLK and will be abstaining. Mr. Heath asked if the District should be paying CLD direct or go through the owner first. Ms. Gentry noted the agreement is framed where the payment would go to GLK directly from the District. The initial discussions required for an option to pay CLD directly. She recommended payments go to GLK from the District. He asked why the other portion would be in there if that is her recommendation. Ms. Gentry noted that was part of some discussions that Roy had with Kevin. He noted they worked out years ago that it needs to go through the owner.

Ms. Schwenk abstained from voting in the motion below.

On MOTION by Mr. Heath, seconded by Mr. Lavoie, with Mr. Heath, Mr. Lavoie, and Ms. Henley in favor, and Ms. Schwenk abstaining from voting, the Cost Share Agreement and Assignment of Construction Management Contract, was approved in substantial form.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Gentry had nothing further to report.

B. Engineer

Mr. Arrington had nothing further to report.

C. Field Manager's Report

Mr. Blanco presented the field manager report consisting of pond reviews, pond debris cleanup, landscape good shape, erosion at FDC Grove restored, completed restoration at entrance on Masee Rd., gopher mounds leveled and treated with gopher scram – will monitor, dry pond

hole repair completed and monitored, monitoring amenity area, dead sable palms were removed and replaced, iron filtration systems have been installed and are being tested.

D. District Manager’s Report

i. Approval of Check Register

Ms. Burns presented approval of the check register from January 24th through February 23rd totaling \$140,003.73. She asked for any questions on that, otherwise looking for a motion to approve.

On MOTION by Ms. Henley, seconded by Mr. Lavoie, with all in favor, the Check Register for \$140,003.73, was approved.

ii. Balance Sheet & Income Statement

Ms. Burns stated that financial statements were included in the Board’s package for review. No action needed.

FIFTEENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

SIXTEENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being no comments, the next item followed.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

SECTION 1

REFERENCE NO. 50142055

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WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT

Second Amended and Restated Engineer's Report

MARCH 18, 2024



ORIGINAL

SUBMITTED BY
Dewberry Engineers Inc.
800 N. Magnolia Avenue
Suite 1000
Orlando, Florida 32803
407.843.5120

SUBMITTED TO
Westside Haines City CDD
Attention: Jillian Burns
219 E. Livingston Street
Orlando, Florida 32801
407.841.5524

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1. Introduction

The Westside Haines City Community Development District (the "District" or "CDD") is located on the west side of US Highway 27 (SR 25) from Minute Maid Ramp Road to the southern boundary of Masee Road. The District is located with the city limits of Haines City, Florida ("City") and the unincorporated area of Polk County ("County"). In March 2021, the District contained approximately 613.43 acres and included 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages. The District currently contains approximately 595.10 acres and is expected to consist of 2,574 residential lots of various sizes for single-family and townhomes with recreation/amenity areas, parks, and associated infrastructure.

The CDD was established under County Ordinance No. 21-017, which was approved by the Polk County Commission and the City of Haines City and became effective on March 18, 2021. The boundaries of the District were amended by Ordinance No. 22-071, adopted by the Board of County Commissioners of Polk County, Florida, and effective on November 2, 2022, and by Ordinance No. 23-065, adopted by the Board of County Commissioners of Polk County, Florida, and effective on October 3, 2023. The District will own and operate the public roadways, and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development. Polk County will own all utilities except for those serving the 46 lots in the southeast corner which will be owned by the City of Haines City.

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

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the city, county, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development, an overall estimate of the probable cost of the public improvements are provided in Exhibit 7 of this report.

The Capital Improvement Plan ("CIP" or this "Engineer's Report") reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that any modifications will not diminish the benefits to the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development while maintaining a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Table 1.1 Land Use Summary

LAND USE SUMMARY	
LAND USE	AREA (AC)
Master Stormwater System	47.74
Residential Land (Single-Family and Townhomes Lots)	226.89
Roadways Infrastructure & Public Facilities	93.78
Lakes	5.09
Amenity Center	2.09
Open Space/Conservation Areas/Parks	219.51
TOTAL	595.10

Table 1.2 Land Use Summary

PHASING SUMMARY	
PHASE	NUMBER OF UNITS
Cascades 1	597
Cascades 2	74
Cascades 3	344
Brentwood 1	226
Brentwood 2	124
Brentwood 3	122
Brentwood 4 & 5	290
Wynnstone 1 & 2	797
TOTAL – Westside Haines City CDD	2,574

Table 1.3 Land Use Summary

LOT TYPES		
PHASE	LOT TYPE	NUMBER OF UNITS
Cascades 1	40-ft Lots	404
	50-ft Lots	193
Cascades 2	40-ft Lots	30
	50-ft Lots	44
Cascades 3	40-ft Lots	219
	50-ft Lots	125
Brentwood 1	Townhomes	226
Brentwood 2	Townhomes	124
Brentwood 3	Townhomes	122
Brentwood 4/5	Townhomes	290
Wynnstone 1	40-ft & 50-ft Lots	526
Wynnstone 2	40-ft & 50-ft Lots	271
TOTAL LOTS – Westside Haines City CDD		2,574

2. Purpose and Scope

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

The predominant portion of this report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. The engineer has considered and in specific instances has relied upon, the information and documentation prepared or supplied by others to prepare this Engineer's Report.

3. The Development

The development will consist of a total of 2,574 residential units and associated infrastructure. The development is a planned residential community located West of US Highway 27 (SR 25) and consisting of 595.10 acres from the northern boundary of Minute Main Ramp Road 1 and extending south to the southern boundary located around Masseur Road. The District is located within unincorporated Polk County and the City of Haines City. The land use for the District is planned unit development. The development is zoned RL-1, RL-2, RL-3, and RM within the city limits and zoned RMX and ECX within the unincorporated area of Polk County. The development will be constructed in three (3) villages and include up to eleven (11) phases.

4. Capital Improvements

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

There will also be stormwater structures and conveyance culverts within the CIP that will outfall into the various on-site stormwater ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time as well as the 4 (four) lift stations serving the project. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District.

As a part of the recreational component of the CIP, there are various amenity centers within the development and specifically for each of the villages of the development. There are four (4) amenity centers: one (1) in the Village of Cascades, one (1) in Wynnstone, and two (2) within Brentwood. The total area of the amenity and recreational parcels is 12.89 acres. There will be conservation areas as well that can serve as passive parks within the various villages and the development that are available to the public for utilization of the facilities. The amenity centers and recreational areas will have connectivity via sidewalks to the other portions of the District. The amenity centers and recreational areas will be accessed by the public roadways and sidewalks.

5. Capital Improvement Plan Components

The CIP for the District includes the following:

5.1 Stormwater Management Facilities

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

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

During the construction of stormwater management facilities, utilities, and roadway improvements the contractor will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by

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

5.2 Public Roadways

The proposed public roadway sections include a 24-foot wide roadway consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base and asphalt type roadway wearing surface. The proposed curb is to be 2-feet wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement, and also to provide stormwater runoff conveyance to the proposed stormwater inlets.

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

5.3 Water and Wastewater Facilities

A potable drinking water system inclusive of water main, gate valves, fire hydrants, and appurtenances will be installed for the District. The water service provider will be Polk County Public Utilities. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District.

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

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

5.4 Off-Site Improvements

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

5.5 Amenities and Parks

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

5.6 Electric Utilities and Lighting

The electric distribution system thru the District is currently planned to be underground, The District presently intends to fund the incremental cost for the undergrounding of the electrical system, transformer/cabinet pads, and electric manholes required by Duke Energy (Duke). Electric facilities will be owned and maintained by Duke after the dedication. The CDD will not fund the cost to purchase and install street lighting. These lights will be operated and maintained by Duke after the completion, with the District funding maintenance costs with funds other than tax-exempt bonds.

5.7 Entry Feature

Landscaping, irrigation, entry features, and walls at the entrances and along the outside boundary of the development will be provided by the District. The irrigation system will use reclaimed water or an irrigation well. The well and irrigation water mains to the various phases of the development will be constructed and acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover, and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned, and maintained by the CDD. It is noted that the City requires the walls as a buffer the development and thus will be funded together with the landscaping. There are no hard gates in the District and the District is accessible to the public.

5.8 Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, and certain permits and professional fees as described in this report are being financed by the District to benefit all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family/residential planned development.

5.9 Permitting

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

Table 5.1 Permit Status for Overall Development (Brentwood Townhomes and Cascades Phases 1 & 2)

BRENTWOOD PHASE 1 AND CASCADES PHASES 1 & 2			
PERMITS/APPROVALS	APPROVAL/EXPECTED APPROVAL DATE		
	Cascades Phase 1	Cascades Phase 2	Brentwood Townhomes
Zoning Approval	Approved	Approved	Approved
Preliminary Plat	Approved	Approved	Approved
SWFWMD ERP	Approved	Approved	Approved
Construction Permits	Approved	Approved	Received
Polk County Health Department Water	Approved	Approved	Approved
FDEP Sanitary Sewer General Permit	Approved	Approved	Approved
FDEP NOI	Approved	Received	Received

Table 5.2 Permit Status for Overall Development (Brentwood Phases 2 & 3, Brentwood Phases 4 & 5, Wynnstone Phase 1, and Cascades Phase 3)

BRENTWOOD PHASES 2-5, WYNNSTONE PHASE 1, AND CASCADES PHASE 3				
PERMITS/APPROVALS	APPROVAL/EXPECTED APPROVAL DATE			
	Brentwood Phase 2/3	Brentwood Phase 4/5	Cascades Phase 3	Wynnstone Phase 1
Zoning Approval	Received	Received	Received	Received
Preliminary Plat	Received	Received	Received	Approved
SWFWMD ERP	Approved	Approved	Approved	Approved
Construction Permits	Approved	Approved	Approved	Approved
Polk County Health Department Water	Received	Received	Received	Pending
FDEP Sanitary Sewer General Permit	Approved	Approved	Approved	Approved
FDEP NOI - NPDES	Received	Received	Received	Pending

6. Recommendation

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

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

7. Report Modification

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

8. Summary and Conclusion

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

9. Engineer's Certification

It is our professional opinion that the public infrastructure costs for the CIP provided in this report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District and the value is at least the same as the costs for said improvements. It is noted that all financed property improvements will be located on district owned lands that is or will be at the time of conveyance to the district or subject to a permanent easement in favor of the district or another public governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the county and city. However, labor market, future costs of equipment; materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control.

Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

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

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

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

LEGAL DESCRIPTION
PROPOSED "WYNNSTONE" SUBDIVISION PHASE 1
BOND ISSUANCE BOUNDARY
Revised 2-22-2024

NOTES:

- PERIMETER BOUNDARY INFORMATION BASED ON "ALTA/NSPS LAND TITLE SURVEY", PREPARED BY GEO POINT SURVEYING, INC., JOB# 1001945-LEN WS 001, FIELD SURVEY DATE: OCTOBER 26, 2023, AND "BOUNDARY SURVEY", PREPARED BY GEO POINT SURVEYING, INC., JOB #1001945-GLK WS-002, FIELD SURVEY DATE: DECEMBER 19, 2023, BOTH WERE RELIED UPON AS BEING COMPLETED AND CORRECT.
- INTERIOR ROADWAYS AND LOT CONFIGURATION BASED ON "CONCEPTUAL SITE PLAN-SINGLE FAMILY", WYNNSTONE SINGLE FAMILY, POLK COUNTY, FLORIDA", PREPARED BY ABSOLUTE ENGINEERING, INC. JOB # 19-0009-0010, AND WAS RELIED UPON AS BEING COMPLETE AND CORRECT.

ALL OF TRACTS 1, 2, 3, AND 4 IN THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING WITHIN THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AS RECORDED IN PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND

ALL OF TRACTS 1, 2, 3, 4, 13, 14, 15, AND 16 IN THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING WITHIN THE PLAT OF "HOLLY HILL GROVE & FRUIT COMPANY", AS RECORDED IN PLAT BOOK 17, PAGE 34 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND

ALL OF TRACTS 5, 6, 12, 17, 18, 19, 28, 29, 30, 31, AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

PARTS OF TRACTS 9, 10, 11, 20, 21, 22, 23, AND 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

ALL OF THE SOUTH 150.00 FEET OF TRACTS 1 AND 2 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

PART OF THE SOUTH 150.00 FEET OF TRACT 3 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

ALL OF TRACTS 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31 AND 32 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED RIGHT-OF-WAY (30.00 FEET TOTAL WIDTH), LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 1, 2, 3 AND 4 IN THE NORTHWEST ¼ OF SAID SECTION 30, **AND** LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 29, 30, 31, AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, ALL BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED 15.00 FEET WIDE RIGHT-OF-WAY LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 17, 18, 19, 20, 21, 22, 23, AND 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED 15.00 FEET WIDE RIGHT-OF-WAY LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 13, 14, 15, AND 16 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY";



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PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNNSTONE" SUBDIVISION

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

TOGETHER WITH

ALL OF THAT MAINTAINED RIGHT-OF-WAY (WIDTH VARIES) ACCORDING TO MAP BOOK 17, PAGES 93 TO 99 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING NORTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 9, 10, 11, AND 12 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING EAST OF AND ADJOINING THE EAST BOUNDARY OF TRACTS 9 AND 24, **AND ALL** OF THAT MAINTAINED RIGHT-OF-WAY ACCORDING TO MAP BOOK 18, PAGES 43 TO 61 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING WEST OF AND ADJOINING THE EAST BOUNDARY OF TRACTS 9 AND 24, ALL IN THE SOUTHWEST ¼ OF SAID SECTION 19, AND BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT REMAINING 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACT 4 IN THE SOUTHWEST ¼ OF SAID SECTION 19, AND BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY", LYING EAST OF THE EASTERLY BOUNDARY OF THE VACATED RIGHT-OF-WAY ACCORDING TO THE OFFICIAL RECORDS BOOK 8483, PAGE 400, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND TOGETHER WITH

ALL OF THAT REMAINING 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACT 29 IN THE NORTHWEST ¼ OF SAID SECTION 19, **AND** BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", LYING EAST OF THE EASTERLY BOUNDARY OF THE VACATED RIGHT-OF-WAY ACCORDING TO THE OFFICIAL RECORDS BOOK 8483, PAGE 400, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND TOGETHER WITH

ALL OF THAT PLATTED RIGHT-OF-WAY (30.00 FEET TOTAL WIDTH) LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 5 AND 6 IN THE SOUTHWEST ¼ OF SECTION 19, **AND** LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 27 AND 28 IN THE NORTHWEST ¼ OF SECTION 19, ALL BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT".

DESCRIPTION:

ALL BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT A 4" X 4" CONCRETE MONUMENT AND CAP "RLS3781" STANDING AT THE WEST ¼ (QUARTER) CORNER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE WEST BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30, N-00°04'07"-W, 1985.41 FEET; THENCE DEPARTING SAID WEST BOUNDARY, RUN N-89°55'53"-E, 15.00 FEET TO THE SOUTHWEST CORNER OF TRACT 1 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", SAID POINT IS ALSO THE **POINT OF BEGINNING**; THENCE ALONG THE WEST BOUNDARY OF SAID TRACT 1 AND ITS NORTHERLY PROJECTION, N-00°04'07"-W, 661.71 FEET TO A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30, SAID POINT IS ALSO ON THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF TRACT 17 AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND THE SOUTHERLY AND NORTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 1 AND 16 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY", AND THE SOUTHERLY AND NORTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 17, PAGE 34, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 17 AND 32 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND THE SOUTHERLY AND NORTHERLY PROJECTIONS THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 1 AND 16 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND THE SOUTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, RUN N-00°04'06"-W, 4785.68 FEET TO A 5/8" IRON ROD AND CAP "LB5073" STANDING AT THE NORTHWEST CORNER OF THE SOUTH 150.00 FEET OF SAID TRACT 1, SAID POINT IS ALSO THE SOUTHWEST CORNER OF SUNSET RIDGE PHASE 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 126, PAGES 36 TO 41 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING SAID WEST BOUNDARY AND SAID EASTERLY RIGHT-OF-WAY, RUN ALONG THE NORTH BOUNDARY OF THE SOUTH 150.00



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**PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNSTONE" SUBDIVISION**

LEGAL DESCRIPTION

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FEET OF TRACTS 1, 2, AND 3 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", ALSO BEING THE SOUTH BOUNDARY OF SAID "SUNSET RIDGE PHASE 2", RUN N-89°08'35"-E, BASIS OF BEARING FOR THIS DESCRIPTION, 1061.45 FEET; THENCE DEPARTING SAID NORTH BOUNDARY OF THE SOUTH 150.00 FEET OF TRACTS 1, 2, AND 3, AND DEPARTING THE SOUTH BOUNDARY OF SAID "SUNSET RIDGE PHASE 2, RUN S-00°11'00"-E, 150.01 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT 14 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE CONTINUE ALONG THE NORTH BOUNDARY OF SAID TRACT 14, AND CONTINUE ALONG THE NORTH BOUNDARY OF TRACT 13 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN N-89°08'35"-E, 460.61 FEET TO A 4" X 4" CONCRETE MONUMENT AND CAP "LB 8112" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 13, SAID POINT ALSO BEING THE NORTHWEST CORNER OF "NATURES RESERVE PHASE 1" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGES 47 TO 49 (INCLUSIVE) PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 13 AND ITS SOUTHERLY PROJECTION, ALSO BEING THE WEST BOUNDARY OF SAID "NATURES RESERVE PHASE 1", RUN S-00°20'10"-E, 676.06 FEET TO THE NORTHWEST CORNER OF TRACT 21 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT 21, AND CONTINUE ALONG THE NORTH BOUNDARY OF TRACT 22 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN N-89°06'00"-E, 662.14 FEET TO A 5/8" IRON ROD WITH NO IDENTIFICATION STANDING AT THE NORTHEAST CORNER OF SAID TRACT 22; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 22 AND THE EAST BOUNDARY OF TRACT 27 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND ITS SOUTHERLY PROJECTION, ALSO BEING THE WEST BOUNDARY OF SAID "NATURES RESERVE PHASE 1" AND ITS SOUTHERLY PROJECTION, AND CONTINUE ALONG THE EAST BOUNDARY OF TRACT 6 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND ITS NORTHERLY AND SOUTHERLY EXTENSIONS, RUN S-00°21'46"-E, 1976.46 FEET; THENCE S-89°00'33"-W, 115.96 FEET; THENCE S-89°55'13"-W, 168.00 FEET; THENCE S-00°04'47"-E, 110.00 FEET; THENCE N-89°55'13"-E, 30.23 FEET; THENCE S-00°04'47"-E, 40.00 FEET; THENCE N-89°55'13"-E, 85.00 FEET; THENCE S-00°04'47"-E, 480.00 FEET; THENCE N-89°55'13"-E, 85.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 170.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 155.00 FEET; THENCE N-00°04'47"-W, 120.00 FEET; THENCE N-89°55'13"-E, 5.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 59°12'40", A CHORD BEARING OF N-60°18'52"-E, A CHORD DISTANCE OF 74.10 FEET, FOR AN ARC LENGTH OF 77.57 FEET; THENCE ALONG A NON-RADIAL LINE, N-89°55'13"-E, 133.06 FEET; THENCE N-00°05'16"-W, 489.86 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT 9 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG SAID NORTH BOUNDARY, N-89°05'03"-E, 19.99 FEET TO A POINT ON THE WESTERLY MAINTAINED RIGHT-OF-WAY OF FDC GROVE ROAD, ACCORDING TO MAP BOOK 18, PAGES 43 TO 61 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH BOUNDARY AND ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING SIX (6) COURSES: 1) S-00°27'36"-E, 607.85 FEET; THENCE 2) S-18°10'05"-W, 18.77 FEET; THENCE 3) S-10°22'17"-E, 53.68 FEET; THENCE 4) S-00°22'39"-E, 197.61 FEET; THENCE 5) S-01°12'23"-W, 332.36 FEET; THENCE 6) S-00°27'05"-W, 118.81 FEET TO A POINT ON THE SOUTH BOUNDARY OF TRACT 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE DEPARTING SAID WESTERLY MAINTAINED RIGHT-OF-WAY, AND ALONG THE SOUTH BOUNDARY OF SAID TRACT 24, RUN S-89°08'17"-W, 20.02 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, RUN N-00°05'16"-W, 490.71 FEET; THENCE S-89°55'13"-W, 126.36 FEET; THENCE ALONG A RADIAL LINE, S-52°13'40"-W, 15.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 52°18'27", A CHORD BEARING OF N-63°55'34"-W, A CHORD DISTANCE OF 66.12 FEET, FOR AN ARC LENGTH OF 68.47 FEET; THENCE S-89°55'13"-W, 5.00 FEET; THENCE N-00°04'47"-W, 120.00 FEET; THENCE S-89°55'13"-W, 155.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE

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CERTIFICATE OF AUTHORIZATION NO. 32508

NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 85.00 FEET; THENCE S-00°04'47"-E, 481.18 FEET; THENCE S-22°12'50"-E, 88.48 FEET; THENCE S-46°46'12"-E, 81.16 FEET; THENCE S-70°05'16"-E, 72.63 FEET; THENCE N-89°55'13"-E, 202.89 FEET TO THE NORTHEAST CORNER OF TRACT 28 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 28, RUN S-00°21'05"-E, 647.48 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 28; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 28, RUN S-89°03'32"-W, 331.81 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 28; THENCE DEPARTING SAID SOUTH BOUNDARY, RUN S-00°20'33"-E, 15.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 19, ALSO BEING A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30; THENCE ALONG THE EAST BOUNDARY OF TRACT 4 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND ITS NORTHERLY PROJECTION, RUN S-00°07'14"-E, 660.05 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 4; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 4, AND CONTINUE ALONG THE SOUTH BOUNDARY OF TRACTS 1, 2, AND 3 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN S-89°06'13"-W, 1544.95 FEET TO THE POINT OF BEGINNING.

CONTAINING: 234.358 ACRES, MORE OR LESS.



1925 BARTOW ROAD LAKELAND, FL 33801
OFFICE: (863) 940-2040 FAX: (863) 940-2044
EMAIL: INFO@WOODCIVIL.COM
CERTIFICATE OF AUTHORIZATION NO. 32508

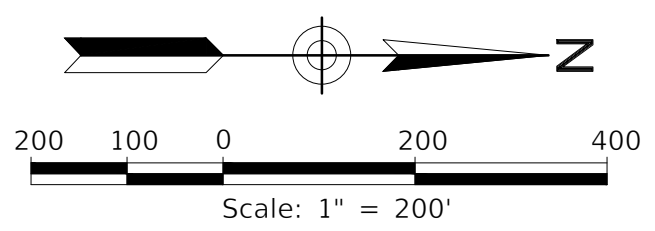
**PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNSTONE" SUBDIVISION**

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

Z:\Drawing Files\WYNSTONE\PHASE 1 - BOND BOUNDARY\BOND BOUNDARY - SKETCH.dwg Steve Peterson/Plot Date: 2/22/2024



LEGEND AND NOTES

- TRACT 12 TRACT NUMBER PER "MAP OF FLORIDA DEVELOPMENT CO. TRACT", PER PLAT BOOK 3, PAGES 60-63
- TRACT 2 H.H.G.&F. CO. TRACT NUMBER PER "HOLLY HILL GROVE & FRUIT COMPANY", PER PLAT BOOH 17, PAGE 34
- P.O.B. POINT OF BEGINNING
- (RAD) RADIAL
- (NR) NON RADIAL

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF THE SOUTH 150 FEET OF TRACTS 1, 2 AND 3. IN THE NORTHWEST 1/4 OF SECTION 19, ALSO BEING THE SOUTH BOUNDARY OF "SUNSET RIDGE PHASE 2", AS RECORDED IN PLAT BOOK 126, PAGES 36 - 41. PUBLIC RECORDS OF POLK COUNTY, FLORIDA, HAVING A GRID BEARING OF N89°08'35"E, THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE OF FLORIDA COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA.



Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1					INTENTIONALLY OMITTED
C2					INTENTIONALLY OMITTED
C3	39.27'	25.00'	90° 00' 00"	35.36'	N44° 55' 13"E
C4	39.27'	25.00'	90° 00' 00"	35.36'	S45° 04' 47"E
C5	39.27'	25.00'	90° 00' 00"	35.36'	N44° 55' 13"E
C6	39.27'	25.00'	90° 00' 00"	35.36'	S45° 04' 47"E
C7	77.51'	75.00'	59° 12' 40"	74.10'	N60° 18' 52"E
C8	68.47'	75.00'	52° 18' 27"	66.12'	N63° 55' 34"W

Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C9	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C10	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C11	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C12	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C13	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C14	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C15	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C16	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W

DATE: 02/22/24

NO. 1

REVISIONS

REVISED BOUNDARY AND LEGAL DESCRIPTION

WOOD & ASSOCIATES, LLC

1935 BARNUM ROAD, LAKELAND, FL 33859

OFFICE: (888) 940-2040 FAX: (888) 940-2044

EMAIL: INFO@WOODCHIL.COM

CERTIFICATE OF AUTHORIZATION NO. 13398

PROPOSED WYNSTONE SUBDIVISION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

NOT A SURVEY

POLK COUNTY, FLORIDA

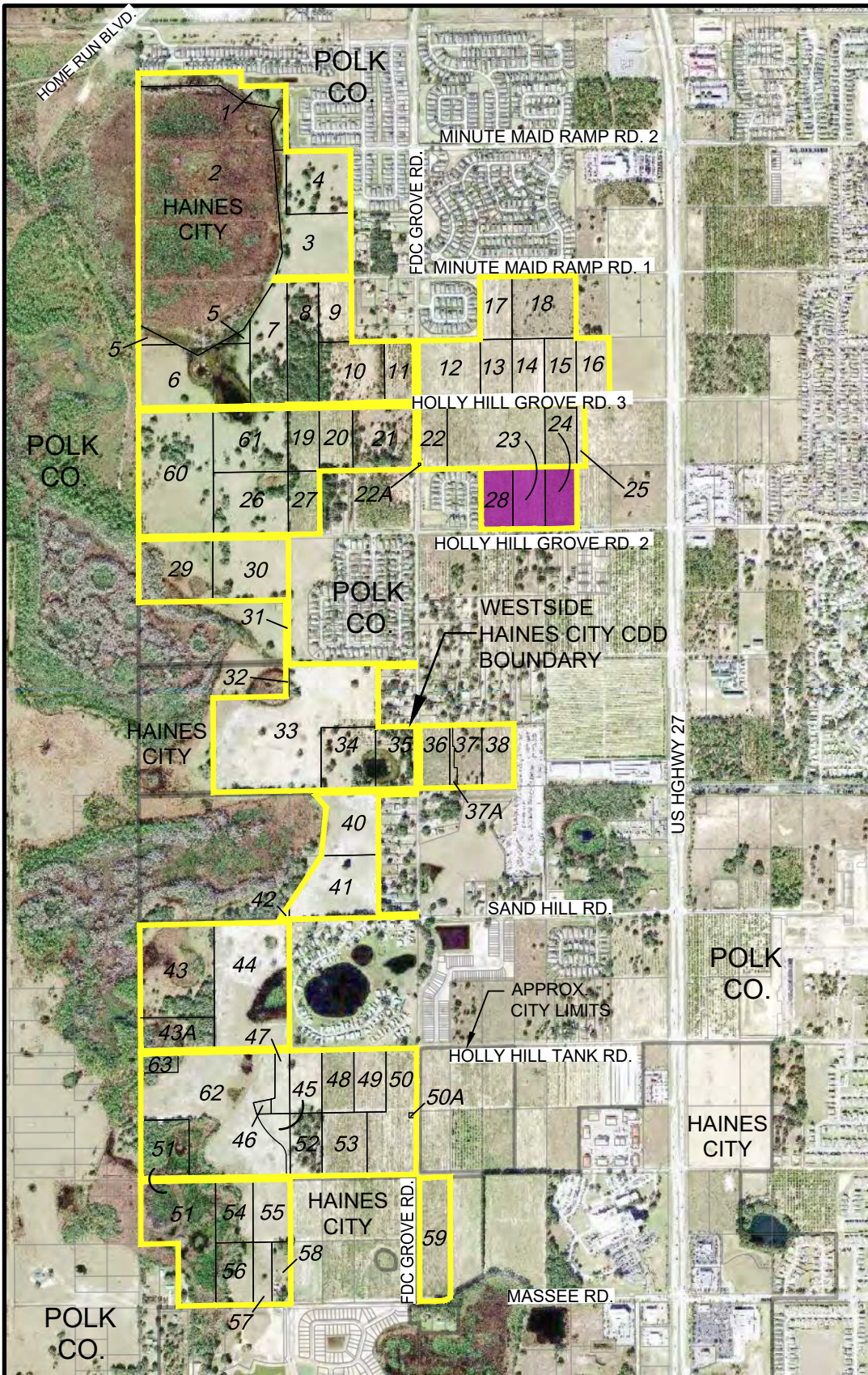
DATE: 02/22/24

JOHN R. BARNON, P.E. #84128

STATE OF FLORIDA PROFESSIONAL ENGINEER

PHASE 1 BOND ISSUANCE BOUNDARY

SHEET: 1 OF 1



ID	Parcel No.
1	272619705000030012
2	272619705000030171
3	272619705000030201
4	272619705000030210
5	272619704500040011
6	272619704500040141
7	272619704500040041
8	272619705000040050
9	272619705000040060
10	272619705000040101
11	272619705000040090
12	272619705000020150
13	272619705000020140
14	272619705000020130
15	272619705000020120
16	272619705000020110
17	272619705000020090
18	272619705000020040
19	272619705000040210
20	272619705000040220
21	272619705000040230
22	272619705000020171
22A	272619705000020172
23	272619705000020180
24	272619705000020210
25	272619705000020220
26	272619705000040290
27	272619705000040280
28	272619705000020300
29	272630708000030010
30	272630708000030030
31	272630708000030032
32	272630708000030202
33	272630708000030191
34	272630708000030261
35	272630708000030250
36	272630708000010320
37	272630708000010310
37A	272630708000010311
38	272630708000010300
40	272630707500040051
41	272630708000040097
42	272630708000040131
43	272630708000040170
43A	272630708000040311
44	272630708000040190
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46	272631708500030041
47	272631708500030042
48	272631708500030060
49	272631708500030070
50	272631708500030080
50A	272631708500030092
51	272631708500030151
52	272631708500030121
53	272631708500030101
54	272631708500030190
55	272631708500030200
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58	272631708500030291
59	272631708500010170
60	272619705000040170
61	272619705000040190
62	272631708500030020
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LEGEND

- WESTSIDE HAINES CITY CDD
- PARCELS
- CDD CONTRACTION

EXHIBIT 1 - LOCATION MAP WESTSIDE HAINES CITY CDD

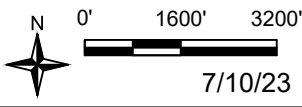


EXHIBIT 2 - LEGAL DESCRIPTION
WESTSIDE HAINES CITY CDD
LEGAL DESCRIPTIONS

THORNHILL PARCELS

PARCEL 1

DESCRIPTION: A PORTION OF TRACTS 11, 12, 13, 14, 15, & 16 AND ALL OF TRACTS 3, 4 & 5, OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 5; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 5, S.00°18'53"E, A DISTANCE OF 648.05 FEET TO THE NORTH BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID NORTH BOUNDARY, N.88°58'16"E, A DISTANCE OF 330.50 FEET TO THE EAST BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID EAST BOUNDARY, S.00°17'48"E, A DISTANCE OF 634.97' TO A POINT ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF HOLLY HILL GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES: 1) S.87°53'35"W., A DISTANCE OF 53.92 FEET; 2) S.89°00'18"W., A DISTANCE OF 481.38 FEET; 3) S.89°49'34"W., A DISTANCE OF 265.87 FEET; 4) S.88°05'52"W., A DISTANCE OF 320.84 FEET; 5) N.89°37'21"W., A DISTANCE OF 210.35 FEET; 6) S.87°28'16"W., A DISTANCE OF 143.50 FEET; 7) S.89°25'55"W., A DISTANCE OF 472.21 FEET; 8) N.22°16'58"W., A DISTANCE OF 31.89 TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: 1) N.01°14'03"W., A DISTANCE OF 140.55 FEET; 2) N.00°55'37"W., A DISTANCE OF 104.29 FEET; 3) N.00°08'51"W., A DISTANCE OF 326.27 FEET 4) N.00°11'29"W., A DISTANCE OF 30.58 FEET TO THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY OF CAMBRIA, AS RECORDED IN PLAT BOOK 159, PAGES 26 THROUGH 27, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH AND EAST BOUNDARIES, RESPECTIVELY, OF SAID CAMBRIA, THE FOLLOWING TWO (2) COURSES: 1) N.88°58'16"E, A DISTANCE OF 640.37 FEET; 2) N.00°21'17"W., A DISTANCE OF 648.36 FEET OT THE SOUTHERLY RIGHT-OF-WAY OF AN UNNAMED ROAD, (ALSO KNOW AS MINUTE MAID RAMP ROAD 1); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°59'20"E., A DISTANCE OF 991.98 FEET TO THE POINT OF BEGINNEING.

CONTAINING 43.322 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 2

DESCRIPTION: A PORTION OF TRACTS 17, 28, 29, & 30 AND ALL OF TRACTS 18, 19, 20, 21, & 22, OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH EAST CORNER OF SAID TRACT 28, RUN THENCE ALONG THE EAST BOUNDARY THEREOF, S.00°18'30"E., A DISTANCE OF 636.29 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HO9LLY HILL GROVE ROAD 2, PER MAP BOOK 22, PAGES 1 THROUGH 7, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) S.88°40'49"W., A DISTANCE OF 13.76 FEET; 2) S.87°34'32"W.; A DISTANCE OF 110.73 FEET; 3) S.87°59'33"W., A DISTANCE OF 207.44 FEET; 4) N.87°51'09"W., A DISTANCE OF 118.81 FEET; 5) S.88°50'51"W., A DISTANCE OF 326.26 FEET; 6) S.89°40'20"W., A DISTANCE OF 202.13 FEET; 7) S.88°29'07"W., A DISTANCE OF 12.51 FEET TO THE SOUTHEAST CORNER OF COUNTRY WALK ESTATES, AS RECORDED IN PLAT BOOK 155, PAGES 37 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST AND

NORTH BOUNDARIES, RESPECTIVELY, OF SAID COUNTY WALK ESTATES THE FOLLOWING TWO (2) COURSES: 1) N.00°21'09"W., A DISTANCE OF 631.43; 2) S.88°48'08"W. A DISTANCE OF 644.25 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) N.00°04'22"E., A DISTANCE OF 436.25 FEET; 2) N.00°21'14"E, A DISTANCE OF 212.17 FEET TO A POINT ON SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILL GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°51'21"E., A DISTANCE OF 1960.98 FEET TO A POINT ON THE EAST BOUNDARY OF AFORESAID TRACT 22; THENCE ALONG SAID EAST BOUNDARY S.00°18'53"E., A DISTANCE OF 646.48 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 22; THENCE ALONG SAID SOUTH BOUNDARY, S.88°48'08"W., A DISTANCE OF 330.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.668 ACRES, MORE OR LESS.

CASCADES PARCELS

PARCEL A

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

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 31 AND PROCEED S 89°18'58" W, ALONG THE SOUTH LINE OF THE NW ¼ OF SAID SECTION 31, A DISTANCE OF 1323.58 FEET TO A FOUND CONCRETE MONUMENT 4' X 4' (NO ID) MARKING THE SOUTHEAST CORNER OF THE SW ¼ OF THE NW ¼ OF SAID SECTION 31; THENCE N 00°43'21"W, A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 ALSO BEING ON THE NORTH PLATTED RIGHT OF WAY LINE OF MASSEE ROAD AND THE POINT OF BEGINNING; THENCE S 89°16'39" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1170.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 31; THENCE N 00°21'45" W, ALONG THE WEST BOUNDARY OF TRACT 31, A DISTANCE OF 635.42 FEET TO THE NORTHWEST CORNER OF SAID TRACT 31 ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT 17; THENCE S 89°15'20" W, ALONG THE SOUTH BOUNDARY OF TRACT 17, A DISTANCE OF 374.86 TO THE SOUTHWEST CORNER OF SAID TRACT 17; THENCE N 00°19'09" W, ALONG THE WEST BOUNDARY OF SAID TRACT 17, A DISTANCE OF 620.25 FEET TO THE NORTHWEST CORNER OF SAID TRACT 17 AND A POINT ON THE SOUTH PLATTED RIGHT OF WAY LINE OF A 30.00 FOOT UNNAMED ROAD; THENCE N 89°02'49" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1548.04 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°14'28" E., ALONG THE EAST BOUNDARY OF SAID TRACT 20 AND 29, A DISTANCE OF 1261.78 FEET TO THE POINT OF BEGINNING.

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

PARCEL B

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

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST ¼ OF SAID SECTION 31, A DISTANCE OF 15.00 FEET; THENCE N 89°19'17" E, A DISTANCE OF 15.00 FEET TO THE A POINT ON THE EAST RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED ROAD AND THE POINT OF BEGINNING; THENCE N 00°16'11" W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1255.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PARK PLACE BOULEVARD AS PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 19, PAGE 66; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING THREE (3) COURSES; (1) N 88°37'34" E, A DISTANCE OF 95.17 FEET; (2) N 81°41'25" E, A DISTANCE OF 121.29 FEET; (3) N 87°59'06" E, A DISTANCE OF 100.77 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE S 00°16'03" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1243.27 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF POLK

COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 14, PAGE 4S THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) S 53°51'52" W, A DISTANCE OF 16.13 FEET; (2) S 53°02'11" W, A DISTANCE OF 27.27 FEET; (3) S 65°06'06" W, A DISTANCE OF 16.68 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED RIGHT OF WAY; THENCE ALONG SAID NORTH RIGHT OF WAY LINE; S 89°19'17" W, A DISTANCE OF 265.83 FEET; TO THE POINT OF BEGINNING.

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

PARCEL C

A PORTION OF TRACTS 1 THROUGH 16, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 31 AND PROCEED N 00°16'19"W, ALONG THE WEST BOUNDARY OF THE NORTHEAST ¼ OF SAID SECTION 31, A DISTANCE OF 1308.22 FEET; THENCE S 89°15'46" W, A DISTANCE OF 32.12 FEET TO A POINT OF INTERSECTION OF NORTH 30.00 FOOT PLATTED RIGHT OF WAY AND THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING: THENCE S 89°15'46" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1291.75 FEET; THENCE S 89°02'19" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1547.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 16; THENCE N 00°19'20" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 1 AND 16, A DISTANCE OF 1285.53 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1 SAID NORTHWEST CORNER LYING 15.00 FEET SOUTH AND 15.00 FEET EAST OF THE NORTHWEST CORNER OF THE NW ¼ OF SAID SECTION 31 ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE N 88°48'00" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 1 THROUGH 4, A DISTANCE OF 1548.12 FEET: THENCE N 88°50'05" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 5 THROUGH 8, A DISTANCE OF 1309.25 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY MAINTAINED RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THIRTEEN (13) COURSES (1) S 00°16'04" E, A DISTANCE OF 52.50 FEET; (2) S 01°12'54" W, A DISTANCE OF 101.55 FEET; (3) S 00°02'35" E, A DISTANCE OF 168.91 FEET; (4) S 07°21'12" E, A DISTANCE OF 26.80 FEET: (5) S 01°16'36" W, A DISTANCE OF 197.08 FEET: (6) S 00°36'22" E, A DISTANCE OF 84.70 FEET: (7) S 00°13'16" W, A DISTANCE OF 102.33 FEET: (8) S 01°26'47" W, A DISTANCE OF 102.68 FEET: (9) S 00°21'34" W, A DISTANCE OF 104.81 FEET: (10) S 00°58'11" W, A DISTANCE OF 101.55 FEET: (11) S 00°24'40" E, A DISTANCE OF 105.34 FEET: (12) S 01°49'51" W, A DISTANCE OF 135.10 FEET: (13) S 00°30'33" W, A DISTANCE OF 19.05 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 3,683,359 SQUARE FEET, OR 84.58 ACRES, MORE OR LESS.

PARCEL D

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SW ¼ OF SAID SECTION 30 AND PROCEED N 88°48'00" E, ALONG THE SOUTH BOUNDARY OF THE SW ¼ OF SAID SECTION 30, A DISTANCE OF 15.00 FEET; THENCE N 00°12'41" W, 15.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 32 AND THE POINT OF BEGINNING: THENCE N 00°06'26" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1294.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD AND THE NORTHWEST CORNER OF SAID TRACT 17; THENCE N 88°51'21" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 17 THROUGH 20, A DISTANCE OF 1547.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20: THENCE S 00°08'32" E,

ALONG THE EAST BOUNDARY OF SAID TRACTS 20 AND 29, A DISTANCE OF 1292.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 AND A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE; THENCE S 88°48'00" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 29 THROUGH 32, A DISTANCE OF 1548.12 FEET; TO THE POINT OF BEGINNING. THE ABOVE PARCEL CONTAINING 2,001,318 SQUARE FEET, OR 45.94 ACRES, MORE OR LESS.

PARCEL E

A PORTION OF TRACTS 19 THROUGH 30 IN THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY AND A PORTION OF TRACTS 5 THROUGH 13 IN THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 30 AND PROCEED S 00°04'10" E, ALONG THE EAST BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 30, A DISTANCE OF 42.32 FEET; THENCE S 88°41'01" W, A DISTANCE OF 16.04 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 88°41'01" W, A DISTANCE OF 390.47 FEET; THENCE S 00°10'11" E, A DISTANCE OF 1232.51 FEET; THENCE N 88°49'37" E, A DISTANCE OF 388.70 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°02'32" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE S 88°50'42" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 13 AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1411.55 FEET; THENCE N 33°21'44" E, A DISTANCE OF 183.55 FEET; THENCE N 33°19'35" E, A DISTANCE OF 600.67 FEET; THENCE N 05°35'09" E, A DISTANCE OF 501.02 FEET; THENCE N 41°26'25" W, A DISTANCE OF 195.12 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°16'32" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 79.88 FEET TO THE NORTHWEST CORNER OF SAID TRACT 6 AND THE SOUTHWEST CORNER OF VACATED 30.00 FOOT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3042, PAGE 1109 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N 00°06'50" W, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 27 AND THE NORTHWEST CORNER OF SAID VACATED 30.00 FOOT RIGHT OF WAY; THENCE S 88°49'34" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 28 THROUGH 30 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY, A DISTANCE OF 1112.83 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 30; THENCE N 00°05'19" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 19 AND 30, A DISTANCE OF 968.85 FEET; THENCE N 89°00'18" E, A DISTANCE OF 780.76 FEET TO A POINT ON THE EAST BOUNDARY OF SAID TRACT 20; THENCE N 00°06'28" W, ALONG THE EAST BOUNDARY OF SAID TRACT 20, A DISTANCE OF 322.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°58'52" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 21 THROUGH 24 AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1301.50 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 01°01'03" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 31.84 FEET; THENCE S 89°13'55" W, A DISTANCE OF 383.17 FEET; THENCE S 00°07'48" E, A DISTANCE OF 613.85 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 23; THENCE N 89°09'08" E, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 23 AND 24, A DISTANCE OF 392.58 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°01'28" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.85 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID VACATED 30.00 FOOT ROAD; THENCE S 00°05'26" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 59.98 FEET; TO THE POINT OF BEGINNING. THE ABOVE PARCEL CONTAINING 3,147,981 SQUARE FEET, OR 72.27 ACRES, MORE OR LESS.

PARCEL F

A PORTION OF TRACTS 30 THROUGH 32 OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 30 AND PROCEED N 00°06'45" E, ALONG THE WEST BOUNDARY OF THE NORTHEAST ¼ OF SAID SECTION 30, A DISTANCE OF 18.24 FEET; THENCE N 89°43'18" E, A DISTANCE OF 24.13 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE N 00°26'25" W, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.49 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT 32; THENCE N 88°41'30" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 970.79 FEET TO THE NORTHEAST CORNER OF SAID TRACT 30; THENCE S 00°04'16" E, ALONG THE EAST BOUNDARY OF SAID TRACT 30, A DISTANCE OF 643.81 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 30; THENCE S 88°53'02" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 966.59 FEET TO THE POINT OF BEGINNING.

WYNNSTONE PARCELS

A PORTION OF LAND IN THE WEST 1/2 OF SECTION 19 AND THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SUNSET RIDGE PHASE 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 126, PAGES 36 THROUGH 41, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SUNSET RIDGE PHASE 2, THE FOLLOWING THREE (3) COURSES: 1) N 89°10'03" E A DISTANCE OF 1061.38 FEET: 2) S 00°10'59" E A DISTANCE OF 150.01 FEET; 3) N 89°06'55" E A DISTANCE OF 458.47 FEET TO THE NORTHWEST CORNER OF PART 1 OF NATURES PRESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 162, PAGES 47 THROUGH 49, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF, S 00°20'04" E A DISTANCE OF 675.94 FEET; THENCE N 89°07'01" E A DISTANCE OF 662.09 FEET TO THE NORTHWEST CORNER OF PART 2, OF SAID NATURES PRESERVE PHASE 1, THENCE ALONG SAID WESTERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF, S 00°21'36" E A DISTANCE OF 1292.86 FEET; THENCE S 89°03'33" W A DISTANCE OF 331.34 FEET: THENCE S 00°20'54" E A DISTANCE OF 1326.13 FEET; THENCE S 89°06'36" W A DISTANCE OF 331.55 FEET: THENCE S 00°20'19" E A DISTANCE OF 1325.84 FEET; THENCE S 00°12'46" E A DISTANCE OF 30.00 FEET: THENCE S 00°05'13" E A DISTANCE OF 645.14 FEET; THENCE S 89°05'30" W A DISTANCE OF 779.49 FEET: THENCE N 00°06'38" E A DISTANCE OF 676.07 FEET; THENCE S 89°09'38" W A DISTANCE OF 764.88 FEET: THENCE N 00°03'41" W A DISTANCE OF 2619.11 FEET; THENCE N 00°04'02" W A DISTANCE OF 30.01 FEET: THENCE N 00°04'22" W A DISTANCE OF 2122.10 FEET TO THE POINT OF BEGINNING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESS OUT

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

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

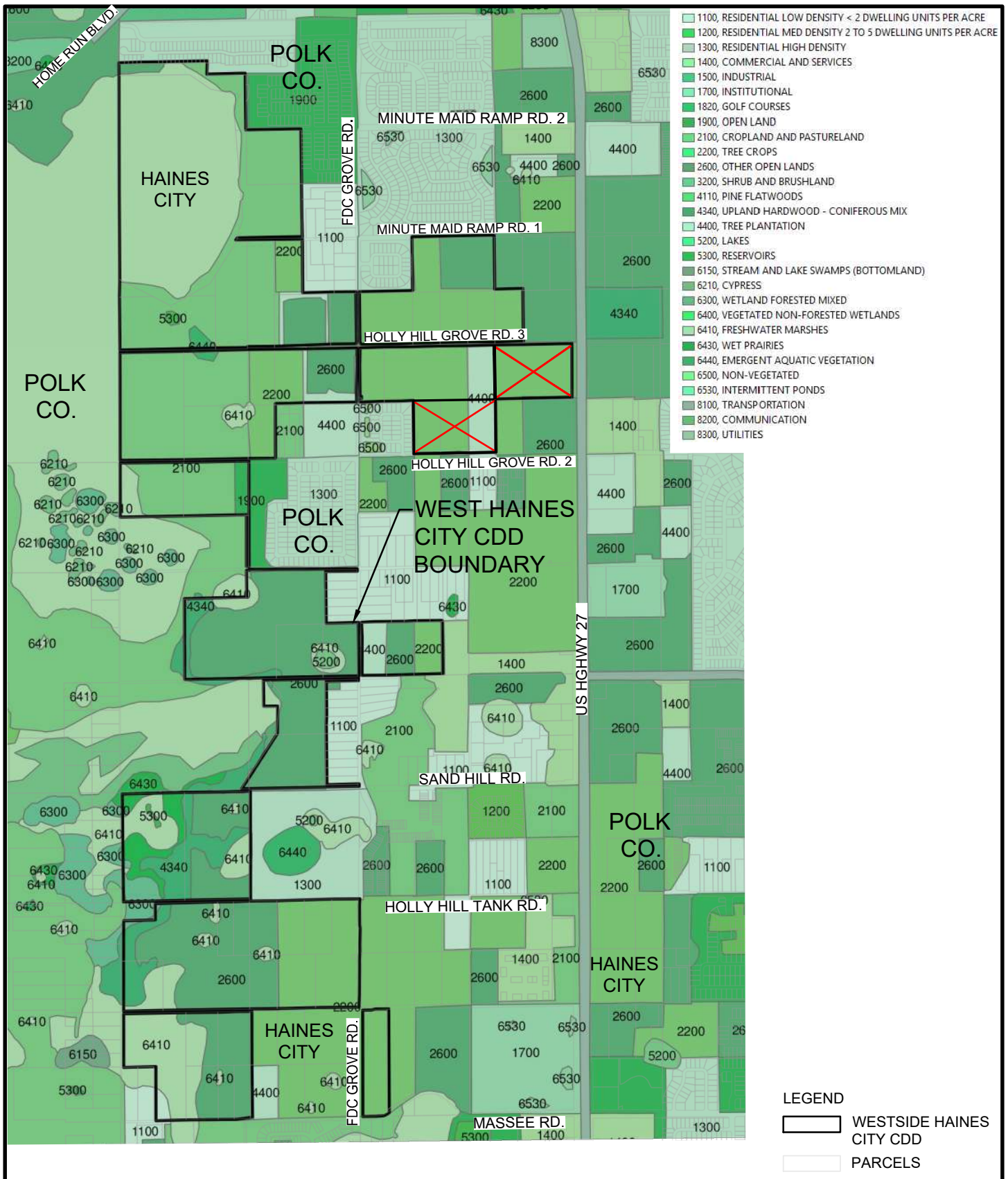
LESS OUT

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

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 28, RUN THENCE ALONG THE EAST BOUNDARY THEREOF, S.00°18'30"E., A DISTANCE OF 636.29 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILL

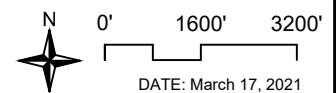
GROVE ROAD 2, PER MAP BOOK 22, PAGES 1 THROUGH 7, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) S.88°40'49"W., A DISTANCE OF 13.76 FEET; 2) S.87°34'32"W., A DISTANCE OF 110.73 FEET; 3) S.87°59'33"W., A DISTANCE OF 207.44 FEET; 4) N.87°51'09"W., A DISTANCE OF 118.81 FEET; 5) S.88°50'51"W., A DISTANCE OF 326.26 FEET; 6) S.89°40'20"W., A DISTANCE OF 202.13 FEET; 7) S.88°29'07"W., A DISTANCE OF 12.51 FEET TO THE SOUTHEAST CORNER OF COUNTRY WALK ESTATES, AS RECORDED IN PLAT BOOK 155, PAGES 37 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY, OF SAID COUNTY WALK ESTATES N.00°21'09"W., A DISTANCE OF 631.43 FEET; THENCE N.88°48'08"E., A DISTANCE OF 991.93 FEET TO THE POINT OF BEGINNING. CONTAINING 14.481 ACRES, MORE OR LESS.

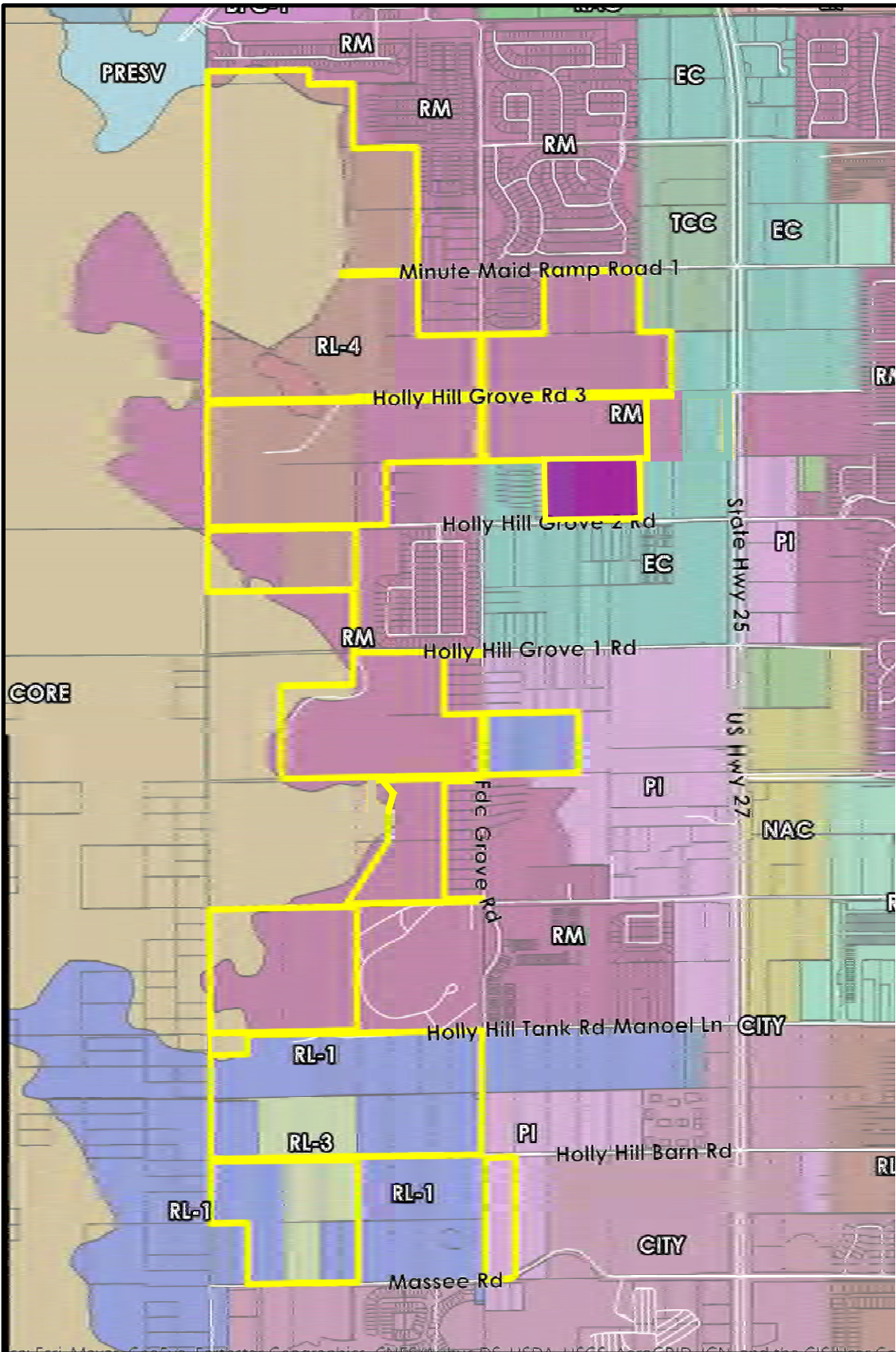
ALTOGETHER CONTAINING 595.10± ACRES



SECTS 19, 30 & 31,
T26S, R27E

EXHIBIT 4 - EXSITING LAND USE WESTSIDE HAINES CITY CDD





POLK COUNTY - FUTURE LAND USE

- BPC-1
- BPC-2
- CITY
- CORE
- EC
- INST-1
- LAKES
- LCC
- LR
- NAC
- PI
- PRESV
- RAC
- RH
- RL-1
- RL-3
- RL-4
- RM

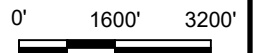
LEGEND

- WESTSIDE HAINES CITY CDD
- CDD CONTRACTION

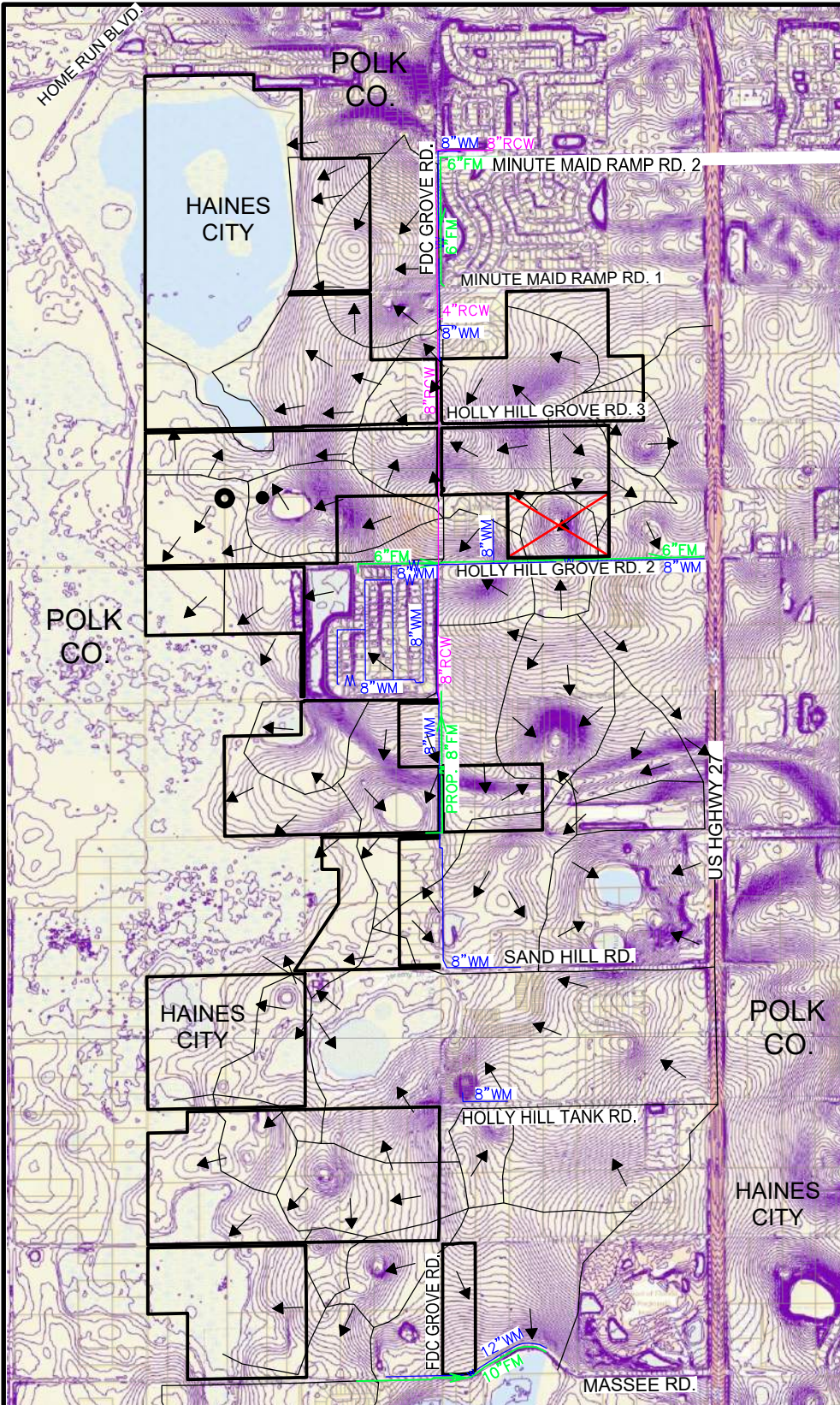
SECTS 19, 30 & 31,
T26S, R27E

EXHIBIT 5 - FUTURE LAND USE WESTSIDE HAINES CITY CDD








APPROX. CDD BOUNDARY
AREA 595.10± AC.



7/10/23



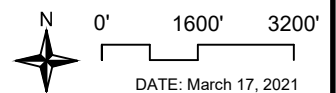
LEGEND

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

NOTE:
CONTOUR INFORMATION PER POLK COUNTY LIDAR GIS DATABASE.

SECTS 19, 30 & 31,
T26S, R27E

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



**EXHIBIT 7
COST ESTIMATE**

	BRENTWOOD TOWNHOMES				CASCADES SINGLE FAMILY			WYNNSTONE SINGLE FAMILY			
INFRASTRUCTURE	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 1A (482 LOTS) 2024-2025	PHASE 1B (44 LOTS) 2024-2025	PHASE 2 (271 LOTS) 2025-2026	TOTAL 2,574 LOTS
Assessment	1	2	2	2	1	1	2	2	2	3	
Offsite Improvements(1)(5)(7)(11)	\$970,000	\$200,000	\$0	\$250,000	\$4,000,000	\$500,000	\$1,011,097	\$7,266,122	\$663,297	\$2,147,007	\$17,007,523
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	\$4,048,597	\$3,852,613	\$351,691	\$3,542,562	\$23,413,230
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	\$3,848,597	\$3,753,053	\$342,602	\$3,456,681	\$22,171,083
Roadway (1)(4)(5)(7)	\$560,790	\$481,740	\$638,213	\$1,957,234	\$1,365,625	\$265,000	\$2,377,222	\$1,747,617	\$159,533	\$2,061,127	\$11,614,101
Entry Feature (1)(7)(8)911)	\$100,000	\$0	\$200,000	\$125,000	\$750,000	\$0	\$461,097	\$865,794	\$79,035	\$214,701	\$2,795,627
Parks and Amenities (1)(7)(11)	\$1,000,000	\$0	\$0	\$1,250,000	\$1,750,000	\$0	\$961,097	\$2,999,236	\$273,789	\$429,401	\$8,663,523
Subtotal	\$5,085,000	\$2,790,000	\$3,631,251	\$12,147,768	\$13,432,500	\$1,665,000	\$12,707,707	\$20,484,435	\$1,869,947	\$11,851,479	\$85,665,087
Professional Fees (10%)	\$508,500.0	\$279,000.0	\$363,125.1	\$1,214,776.8	\$1,343,250.0	\$166,500.0	\$1,270,770.7	\$2,048,443.5	\$186,994.7	\$1,185,147.9	\$8,566,508.7
Subtotal	\$5,593,500	\$3,069,000	\$3,994,376	\$13,362,545	\$14,775,750	\$1,831,500	\$13,978,478	\$22,532,879	\$2,056,942	\$13,036,627	\$94,231,596
Contingency (10%)	\$559,350.0	\$306,900.0	\$399,437.6	\$1,336,254.5	\$1,477,575.0	\$183,150.0	\$1,397,847.8	\$2,253,287.9	\$205,694.2	\$1,303,662.7	\$9,423,159.6
Total	\$6,152,850	\$3,375,900	\$4,393,814	\$14,698,799	\$16,253,325	\$2,014,650	\$15,376,325	\$24,786,166	\$2,262,636	\$14,340,290	\$103,654,755

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 buffer 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).



EXHIBIT 8 SUMMARY OF PROPOSED DISTRICT FACILITIES

DISTRICT INFRASTRUCTURE	CONSTRUCTION	OWNERSHIP	CAPITAL FINANCING*	OPERATION AND MAINTENANCE
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	Polk County****	District Bonds	Polk County****
Street Lighting/Conduit	District	Duke/District**	District Bonds	Duke/District***
Road Construction	District	District	District Bonds	District
Parks & Amenities	District	District	District Bonds	District
Offsite Improvements	District	Polk County	District Bonds	Polk County

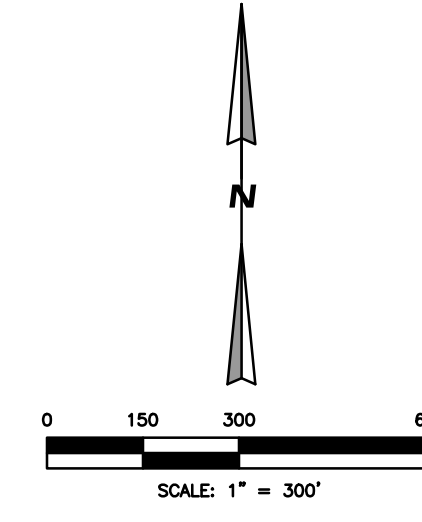
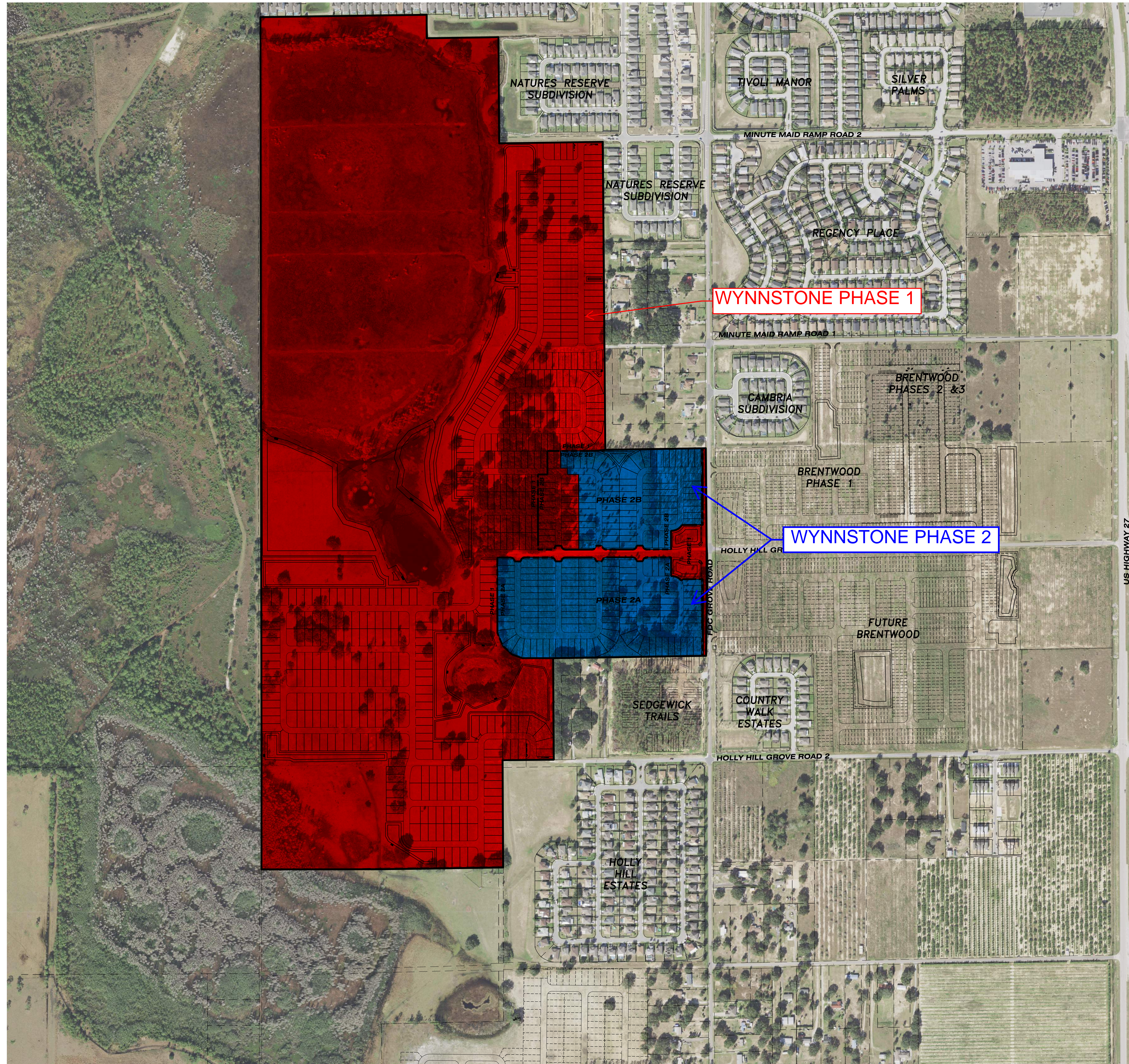
*Costs not funded by bonds will be funded by the developer

** District will fund incremental cost of undergrounding of electrical conduit

***District will fund street lighting maintenance services with funds other than tax-exempt bonds

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

P:\0009-10 Wynnstone\Wynnstone ST\DWG\Construction\GR-101.dwg (ASP) jpmh Aug 04, 2023 10:14am



NOTE:
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DATE OF PHOTO: 2020

AERIAL SITE PLAN
WYNNSTONE SINGLE FAMILY SUBDIVISION
FDC GROVE ROAD
POLK COUNTY, FLORIDA

NO.	DATE	REVISION

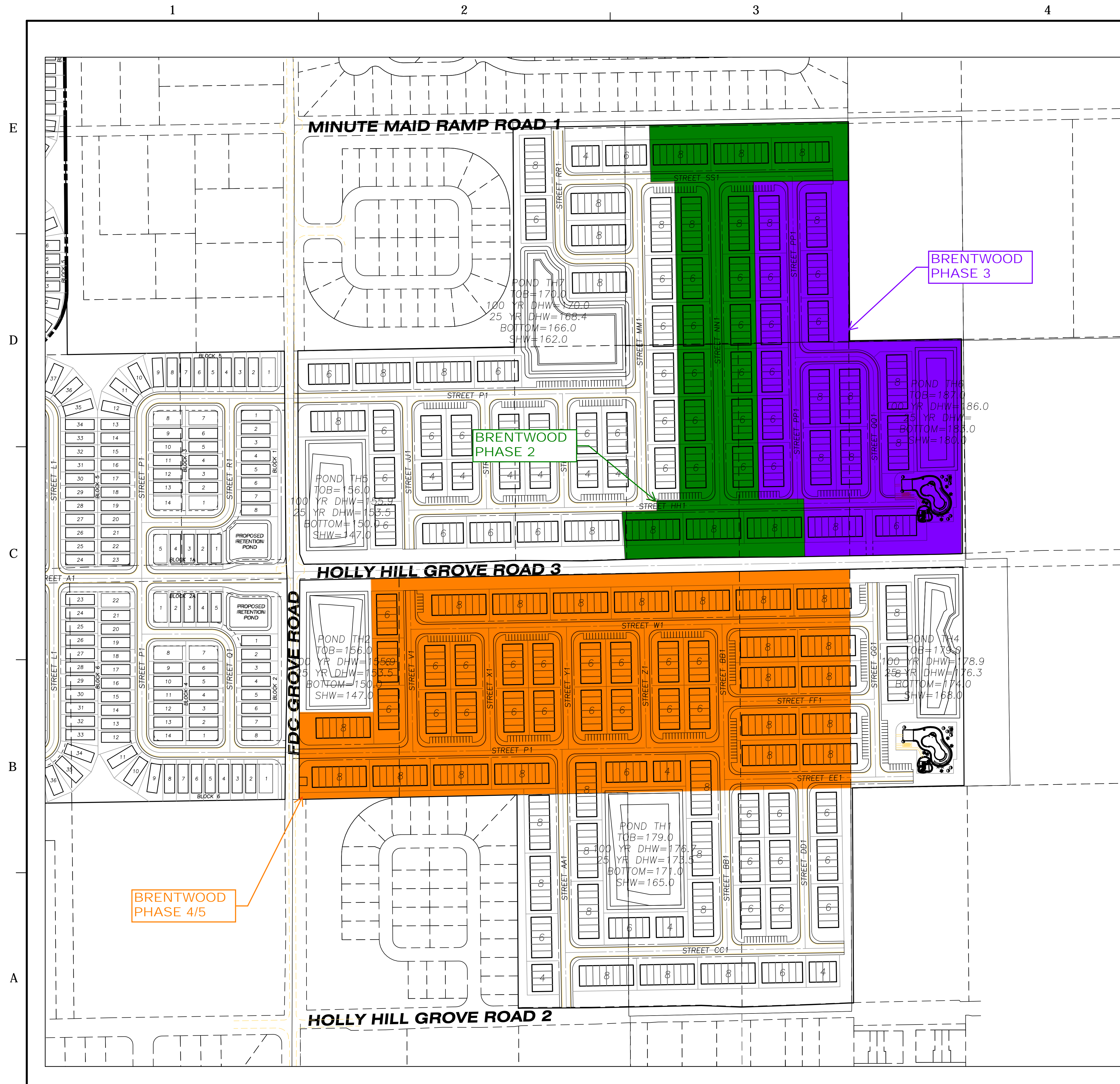
BY SHEET TITLE:

DATE: 05-02-2023
 SEC TWP RING: 19_30/26S/27E
 JOB #: A22-0041-0041
 DRAWN BY: JMH CHECKED BY: WERTZ

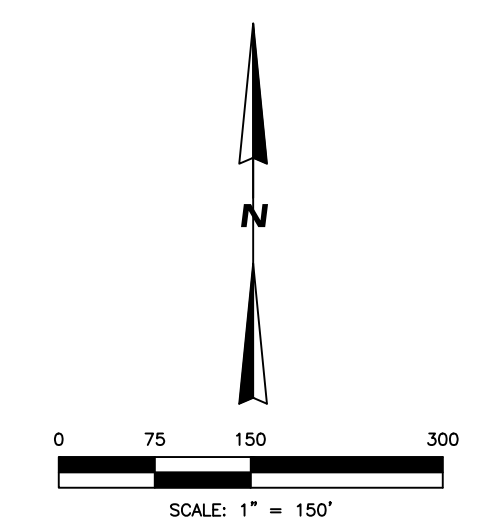
DATE OF PHOTO: 2020

4

EXHIBIT 9



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



LEGEND

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

NORTH PROJECT - 20' x 95' Townhomes

Building Type	# Buildings	# Units Per Building	Total Units
4 Unit	7	4	28
6 Unit	38	6	228
8 Unit	27	8	216
Total	72		472

SOUTH PROJECT - 20' x 95' Townhomes

Building Type	# Buildings	# Units Per Building	Total Units
4 Unit	4	4	16
6 Unit	32	6	192
8 Unit	33	8	264
Total	69		472

WESTSIDE HAINES
CITY CDD

HAINES CITY, FL

SEAL

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION

REVISIONS

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

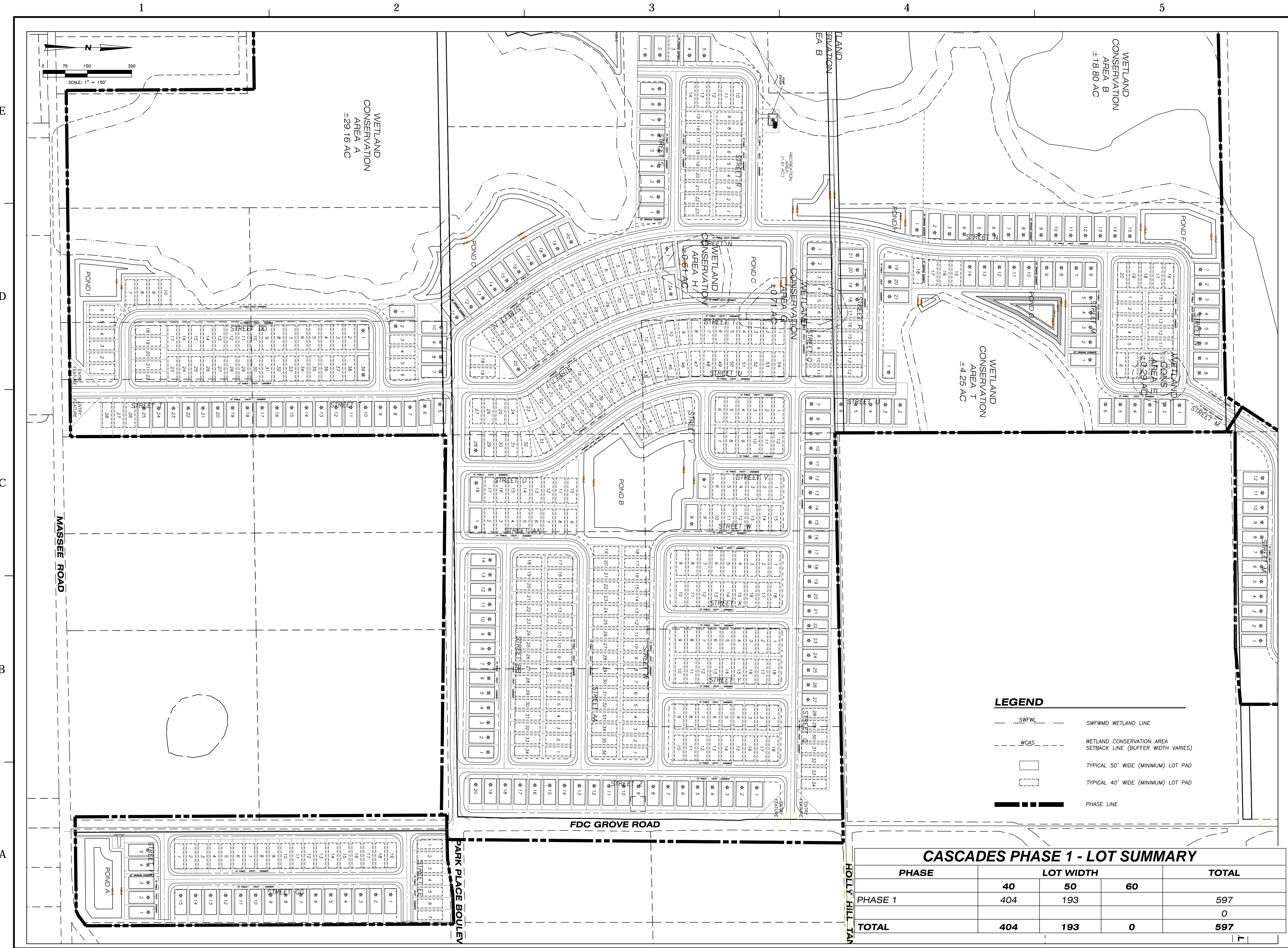
TITLE

BRENTWOOD

PROJECT NO. 50137547

SHEET NO.

EXHIBIT 9



CASCADES PHASE 1 - LOT SUMMARY				
PHASE	LOT WIDTH			TOTAL
	40	50	60	
PHASE 1	404	193	0	597
TOTAL	404	193	0	597

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

WESTSIDE HAINES
 CITY CDD
 HAINES CITY, FL

SEAL

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION

REVISIONS

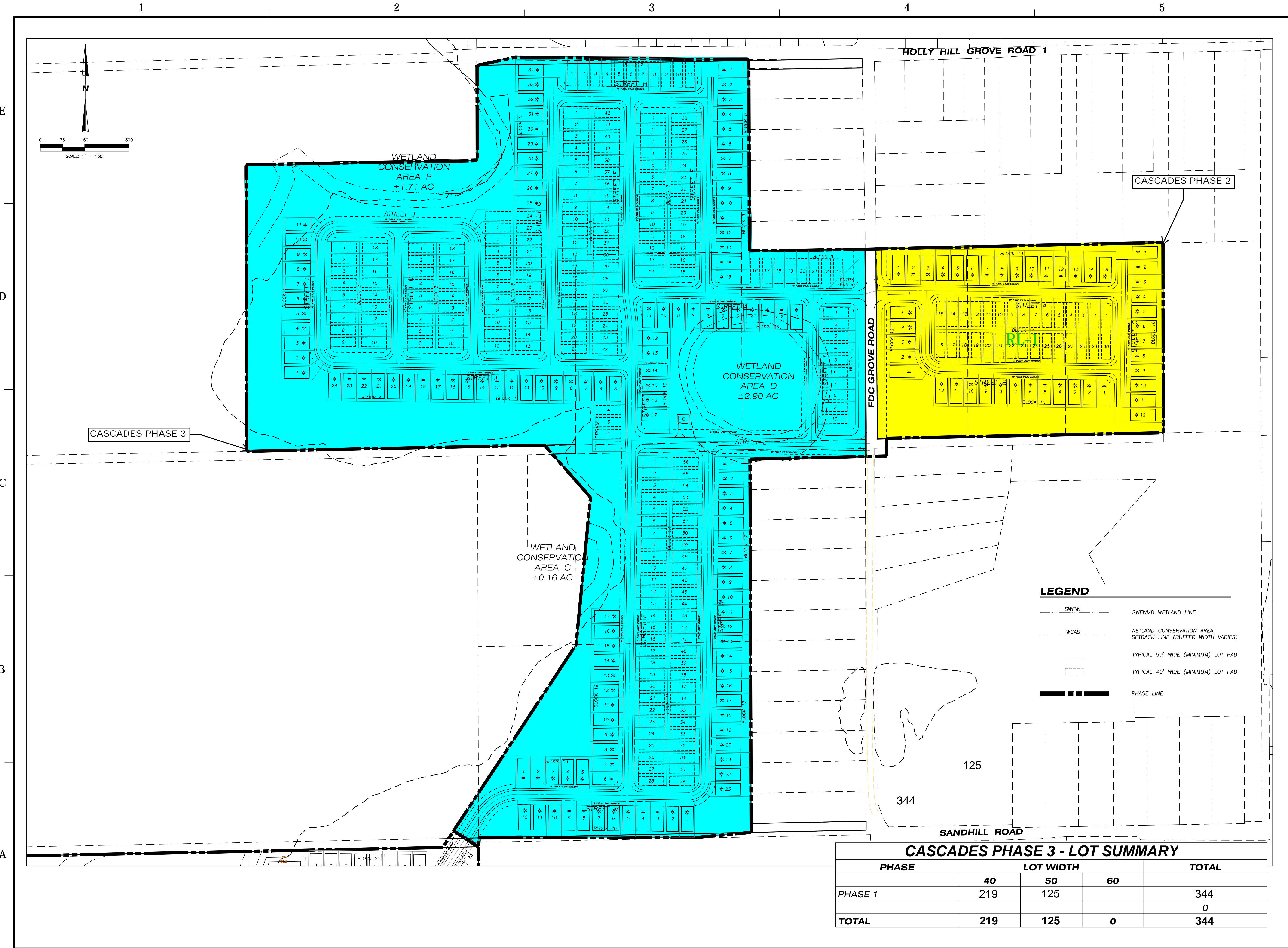
DRAWN BY	MJB
APPROVED BY	RM
CHECKED BY	RM
DATE	03/22/21
TITLE	

CASCADES PHASE 1

PROJECT NO. 50137547

SHEET NO.

EXHIBIT 9



LEGEND

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

CASCADES PHASE 3 - LOT SUMMARY

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

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

WESTSIDE HAINES
 CITY CDD
 HAINES CITY, FL

SEAL

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION

REVISIONS

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

TITLE

CASCADES PHASES 2 & 3

PROJECT NO. 50137547

SHEET NO.

SECTION 2

**MASTER
ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO**

FOR

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT DISTRICT**

Date: March 18, 2024

Prepared by

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

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

1.0 Introduction

The Westside Haines City Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District plans to issue approximately \$85,935,000 of tax-exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain Assessment Area Two infrastructure improvements (“Assessment Area Two Capital Improvement Plan” or “AA2 CIP”) within the District more specifically described in the Second Amended & Restated Engineer’s Report dated March 18, 2024, prepared by Dewberry Engineers Inc., Brentwood – Phases 2, 3, 4 and 5, Cascades - Phase 3, and Wynnstone - Phase 1 (collectively known as “Assessment Area Two”) as described on Composite Exhibit 7, as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of infrastructure improvements that benefit property owners within Assessment Area Two of the District.

1.1 Purpose

This Master Assessment Methodology Report for Assessment Area Two (the “Assessment Report”) provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within Assessment Area Two within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the AA2 CIP. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to levy, impose and collect non ad valorem special assessments (“Special Assessments”) on the benefited lands within Assessment Area Two within the District securing repayment of the Bonds based on this Assessment Report. It is anticipated that all of the proposed Special Assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District including those for maintenance and operation of the Bonds, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 595.10 acres located within Haines City, Florida. Assessment Area Two consists of approximately 342.68 acres of the District. The development program for Assessment Area Two of the District currently envisions 1,406 residential units. The proposed development program is depicted in

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

The improvements contemplated by the District in the AA2 CIP will provide facilities that benefit certain property within Assessment Area Two of the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management, utilities (water, sewer, & streetlighting), roadway, entry feature, parks & amenities, and contingency. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the AA2 CIP.
2. The District Engineer determines the assessable acres that benefit from the District's AA2 CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the AA2 CIP.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number and type of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property within Assessment Area Two of the District, different in kind and degree, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within Assessment Area Two of the District. The implementation of the AA2 CIP enables properties within the boundaries of Assessment Area Two within the District to be developed. Without the District's AA2 CIP, there would be no infrastructure to support development of land within Assessment Area Two of the District. Without these improvements, development of the property within Assessment Area Two of the District would be prohibited by law.

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

therefore receiving special benefits not received by the general public and those outside Assessment Area Two of the District’s boundaries.

1.4 Requirements of a Valid Assessment Methodology

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

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

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

1.5 Special Benefits Will Equal or Exceed the Costs Allocated

The special benefits provided to the property within Assessment Area Two of the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District’s AA2 CIP that is necessary to support full development of property within Assessment Area Two of the District will cost approximately \$64,893,640. The District’s Underwriter projects that financing costs required to fund a portion of the AA2 CIP costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be \$85,935,000. Without the AA2 CIP, the property within Assessment Area Two of the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District plans to issue approximately \$85,935,000 in Bonds in one or more series to fund a portion of the District’s AA2 CIP, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$85,935,000 in debt to the properties within Assessment Area Two of the District benefiting from the AA2 CIP. This report will be supplemented to reflect actual bond terms.

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

commissioned an Engineer's Report that includes estimated construction costs for the AA2 CIP needed to support the development; these construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$64,893,640. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for a portion of the AA2 CIP and related costs is estimated to total \$85,935,000. Table 3 shows the breakdown of the Bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for Assessment Area Two of the District is completed. Until the platting process occurs, the AA2 CIP funded by District Bonds will benefit all acres within Assessment Area Two of the District.

The initial assessments will be levied on an equal basis to all gross acreage within Assessment Area Two of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all the lands within Assessment Area Two of the District are benefiting from the AA2 CIP. If any parcel, or part thereof, is sold to a builder or other third party prior to platting, the assessments will be allocated to such parcel of land based on the development plan associated with that parcel, or part thereof. The owner of that parcel, or part thereof, would be responsible for any true-up payment due in accordance with Section 3.0.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the assigned properties within Assessment Area Two of the District, which are the beneficiaries of the AA2 CIP, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. This is reflected on Table 5. Based on the product type and number of units anticipated to absorb a certain amount of the Bond principal, it is estimated that the CDD will recognize a developer contribution equal to \$10,115,000 in eligible infrastructure.

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

2.3 Allocation of Benefit

The AA2 CIP consists of offsite improvements, stormwater management, utilities (water, sewer, & streetlighting), roadway, entry feature, parks & amenities, and contingency. There are three product types within the planned development. The single-family 40' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the product type. It is important to note that the benefit derived from the AA2 CIP on a particular unit will exceed the cost that the unit will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed AA2 CIP will provide several types of systems, facilities and services for its residents. These offsite improvements, stormwater management, utilities (water, sewer, & streetlighting), roadway, entry feature, parks & amenities, and contingency. The benefit from the AA2 CIP accrues in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of improvements to the assigned properties.

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

For the provision of the AA2 CIP, the special and peculiar benefits are:

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

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

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

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

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of AA2 CIP have been apportioned to the property within Assessment Area Two of the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of Assessment Area Two of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated assigned properties are built and sold as planned, and the entire proposed AA2 CIP is constructed.

3.0 True Up Mechanism

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

outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

The District will initially distribute the Special Assessments across the property within Assessment Area Two of the District on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in Assessment Area Two of the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

**TABLE 1
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO**

Land Use*	Brentwood Phase 2	Brentwood Phase 3	Brentwood Phase 4&5	Cascades Phase 3	Wynnstone Phase 1A	Wynnstone Phase 1B	Total Units	ERUs per Unit (1)	Total ERUs
Townhome	124	122	290	0	0	0	536	0.75	402.00
Single Family 40'	0	0	0	219	239	34	492	1.00	492.00
Single Family 50'	0	0	0	125	243	10	378	1.25	472.50
Total Units	124	122	290	344	482	44	1,406		1,366.50

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a Single Family 40' lot at 1 ERU

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

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

Assessment Area Two Capital Improvement Plan ("AA2 CIP")	Brentwood - Phase 2	Brentwood - Phase 3	Brentwood - Phase 4&5	Cascades - Phase 3	Wynnstone - Phase 1A	Wynnstone - Phase 1B	Total Cost Estimate
Offsite Improvements	\$ 200,000	\$ -	\$ 250,000	\$ 1,011,097	\$ 7,266,122	\$ 663,297	\$ 9,390,516
Stormwater Management	\$ 1,103,340	\$ 1,461,713	\$ 4,482,699	\$ 4,048,597	\$ 3,852,613	\$ 351,691	\$ 15,300,653
Utilities (Water, Sewer, & Street lighting)	\$ 1,004,920	\$ 1,331,325	\$ 4,082,835	\$ 3,848,597	\$ 3,753,053	\$ 342,602	\$ 14,363,332
Roadway	\$ 481,740	\$ 638,213	\$ 1,957,234	\$ 2,377,222	\$ 1,747,617	\$ 159,533	\$ 7,361,559
Entry Feature	\$ -	\$ 200,000	\$ 125,000	\$ 461,097	\$ 865,794	\$ 79,035	\$ 1,730,926
Parks & Amenities	\$ -	\$ -	\$ 1,250,000	\$ 961,097	\$ 2,999,236	\$ 273,789	\$ 5,484,122
Professional Fees	\$ 279,000	\$ 363,125	\$ 1,214,777	\$ 1,270,771	\$ 2,048,444	\$ 186,995	\$ 5,363,111
Contingency	\$ 306,900	\$ 399,438	\$ 1,336,254	\$ 1,397,848	\$ 2,253,288	\$ 205,694	\$ 5,899,422
	\$ 3,375,900	\$ 4,393,813	\$14,698,799	\$ 15,376,327	\$ 24,786,166	\$ 2,262,636	\$ 64,893,640

(1) A detailed description of these improvements is provided in the Second Amended & Restated Engineer's Report dated March 18, 2024.

Prepared by: Governmental Management Services - Central Florida, LLC

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

Bond Sizing

Description	Total
Sources	
Par	\$ 85,935,000 *
Total Sources	\$ 85,935,000
Uses	
Construction Funds	\$ 64,893,640
Debt Service Reserve	\$ 6,489,364
Capitalized Interest	\$ 12,030,900
Underwriters Discount	\$ 1,718,700
Cost of Issuance	\$ 800,000
Rounding	\$ 2,396
Total Uses	\$ 85,935,000

Bond Assumptions:

Average Coupon	7.00%
Amortization	30 Years
Capitalized Interest	24 Months
Debt Service Reserve	MADS
Underwriters Discount	2%

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Townhome	536	0.75	402.00	29.42%	\$ 19,090,555	\$ 35,617
Single Family 40'	492	1.00	492.00	36.00%	\$ 23,364,560	\$ 47,489
Single Family 50'	378	1.25	472.50	34.58%	\$ 22,438,525	\$ 59,361
	1,406		1,366.50	100.00%	\$ 64,893,640	

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

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

Land Use	No. of Units *	Total		Allocation of Par Debt Per Product Type	Par Debt Per Unit
		Costs Per Product Type	Improvements		
Townhome	536	\$ 19,090,555	\$ 25,280,549	\$	47,165
Single Family 40'	492	\$ 23,364,560	\$ 30,940,373	\$	62,887
Single Family 50'	378	\$ 22,438,525	\$ 29,714,078	\$	78,609
	1,406	\$ 64,893,640	\$ 85,935,000		

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

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

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Townhome	536	\$ 25,280,548.85	\$ 47,165.20	\$ 1,909,055.48	\$ 3,561.67	\$ 3,829.75
Single Family 40'	492	\$ 30,940,373.22	\$ 62,886.94	\$ 2,336,455.97	\$ 4,748.89	\$ 5,106.34
Single Family 50'	378	\$ 29,714,077.94	\$ 78,608.67	\$ 2,243,852.53	\$ 5,936.12	\$ 6,382.92
	1,406	\$ 85,935,000.00		\$ 6,489,364		

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

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

TABLE 7
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
GLK REAL ESTATE LLC	272630708000040131	0.18	\$ 250,777	\$ 45,140	\$ 3,409	\$ 3,665
KL LB BUY 2 LLC	272619705015002280**	0.74	\$ 250,777	\$ 185,575	\$ 14,014	\$ 15,068
GLK REAL ESTATE LLC	272619705000020040	7.83	\$ 250,777	\$ 1,964,032	\$ 148,313	\$ 159,477
GLK REAL ESTATE LLC	272619705000020110	4.95	\$ 250,777	\$ 1,242,196	\$ 93,804	\$ 100,865
GLK REAL ESTATE LLC	272619705000020120	4.76	\$ 250,777	\$ 1,194,499	\$ 90,202	\$ 96,992
GLK REAL ESTATE LLC	272619705000020130	3.13	\$ 250,777	\$ 783,777	\$ 59,187	\$ 63,642
GLK REAL ESTATE LLC	272630707500040051	8.74	\$ 250,777	\$ 2,191,837	\$ 165,516	\$ 177,974
GLK REAL ESTATE LLC	272630708000030191	36.43	\$ 250,777	\$ 9,136,190	\$ 689,918	\$ 741,847
GLK REAL ESTATE LLC	272630708000030250	6.14	\$ 250,777	\$ 1,540,922	\$ 116,362	\$ 125,121
GLK REAL ESTATE LLC	272630708000030261	8.29	\$ 250,777	\$ 2,078,461	\$ 156,955	\$ 168,768
GLK REAL ESTATE LLC	272630708000040097	12.06	\$ 250,777	\$ 3,023,688	\$ 228,333	\$ 245,520
KL LB BUY 2 LLC	272619705000020220	1.05	\$ 250,777	\$ 263,315	\$ 19,884	\$ 21,381
KL LB BUY 2 LLC	272619705000020210	4.80	\$ 250,777	\$ 1,203,727	\$ 90,899	\$ 97,741
KL LB BUY 2 LLC	272619705000020180	13.80	\$ 250,777	\$ 3,460,716	\$ 261,335	\$ 281,006
KL LB BUY 2 LLC	272619705000020171	2.69	\$ 250,777	\$ 674,589	\$ 50,941	\$ 54,776
GLK REAL ESTATE LLC	272619705000040280	4.82	\$ 250,777	\$ 1,208,743	\$ 91,278	\$ 98,148
GLK REAL ESTATE LLC	272630708000030030	11.55	\$ 250,777	\$ 2,896,469	\$ 218,726	\$ 235,190
GLK REAL ESTATE LLC	272630708000030010	11.35	\$ 250,777	\$ 2,846,314	\$ 214,939	\$ 231,117
GLK REAL ESTATE LLC	272619705000040290	11.48	\$ 250,777	\$ 2,878,915	\$ 217,401	\$ 233,764
GLK REAL ESTATE LLC	272619705000040170	22.91	\$ 250,777	\$ 5,745,290	\$ 433,854	\$ 466,510
GLK REAL ESTATE LLC	272619705000040190	11.47	\$ 250,777	\$ 2,876,407	\$ 217,211	\$ 233,561

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
GLK REAL ESTATE LLC	272619704500040141	16.53	\$ 250,777	\$ 4,145,336	\$ 313,034	\$ 336,596
GLK REAL ESTATE LLC	272619704500040041	10.20	\$ 250,777	\$ 2,557,921	\$ 193,161	\$ 207,700
GLK REAL ESTATE LLC	272619705000040050	9.51	\$ 250,777	\$ 2,384,885	\$ 180,094	\$ 193,650
GLK REAL ESTATE LLC	272619705000040060	5.03	\$ 250,777	\$ 1,261,406	\$ 95,255	\$ 102,425
GLK REAL ESTATE LLC	272619704500040011	1.69	\$ 250,777	\$ 423,812	\$ 32,004	\$ 34,413
GLK REAL ESTATE LLC	272619705000030171	81.07	\$ 250,777	\$ 20,330,454	\$ 1,535,250	\$ 1,650,807
GLK REAL ESTATE LLC	272619705000030201	12.52	\$ 250,777	\$ 3,139,722	\$ 237,095	\$ 254,941
GLK REAL ESTATE LLC	272619705000030210	9.81	\$ 250,777	\$ 2,460,118	\$ 185,775	\$ 199,758
GLK REAL ESTATE LLC	272619705000030012	7.14	\$ 250,777	\$ 1,790,544	\$ 135,213	\$ 145,390
Totals		342.68		\$ 85,935,000	\$ 6,489,364	\$ 6,977,811

Annual Assessment Periods	30 Years
Average Coupon Rate (%)	7.00%
Maximum Annual Debt Service	\$6,489,364

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

*See attached legal decsrrption for Assessment Area Two

**Only a portion of this parcel representing 0.741 acres will be assessed

Prepared by: Governmental Management Services - Central Florida, LLC

EXHIBIT A

Legal Description of the Property

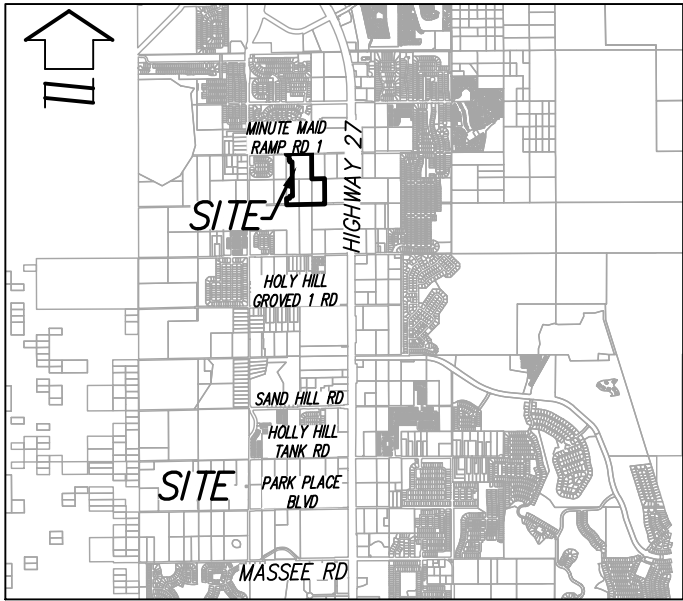
DESCRIPTION: A parcel of land lying in the Southeast 1/4 of Section 19, Township 26 South, Range 27 East, Polk County, Florida, being a portion of TRACTS 17 through 22, inclusive, of FLORIDA DEVELOPMENT COMPANY, as recorded in Plat Book 3, Pages 60 through 63, inclusive, of the Public Records of Polk County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 19, run thence along the East boundary thereof, N.00°17'10"W., a distance of 660.13 feet; thence along the South boundary of TRACTS 17 through 24, inclusive, of said FLORIDA DEVELOPMENT COMPANY, and the Easterly extension thereof, S.88°48'08"W., a distance of 925.72 feet, to the POINT OF BEGINNING; thence along the South boundary of the aforesaid TRACTS 17, through 22, inclusive, a portion of which also being the North boundary of COUNTRY WALK ESTATES, as recorded in Plat Book 155, Page 36 and 37, of the Public Records of Polk County, Florida, continue, S.88°48'08"W., a distance of 1701.37 feet to a point on the Easterly maintained right-of-way line of FDC ROAD GROVE; thence along said Easterly maintained right-of-way line, N.00°09'44"E., a distance of 648.42 feet to a point on the Southerly maintained right-of-way line of HOLLY HILL GROVE ROAD 3; thence along said Southerly maintained right-of-way line, N.88°51'21"E., a distance of 1695.95 feet; thence along the East boundary of the West 65.00 feet of the aforesaid TRACT 22, S.00°18'53"E., a distance of 646.73 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the right-of-way as set forth in Instrument Number 2010116489, LESS that portion described in that certain Quit Claim Deed in favor of Polk County, a political subdivision recorded in O.R. Book 12553, Page 349, all in Public Records of Polk County, Florida.

AND

LESS AND EXCEPT Tracts D-4 & D-5, BRENTWOOD TOWNHOMES PHASE 1, according to the map or plat thereof recorded in Plat Book 194, Page 16, Public Records of Polk County, Florida.



VICINITY MAP:
NOT TO SCALE

LEGEND:

—	LINE BREAK	L	LENGTH
PC	POINT OF CURVATURE	R	RADIUS
PRC	POINT OF REVERSE CURVATURE	Δ	CENTRAL ANGLE
PCC	POINT OF COMPOUND CURVATURE	CB	CHORD BEARING
PNT	POINT OF NON-TANGENCY	CH	CHORD LENGTH
PT	POINT OF TANGENCY	SF	SQUARE FEET
R/W	RIGHT OF WAY	AC	ACRES
ORB	OFFICIAL RECORDS BOOK	SEC	SECTION
PB	PLAT BOOK		
PG(S)	PAGE(S)		

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS BEING N89°59'19"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. INFORMATION SHOWN HEREON ARE CALCULATED BASED ON RECORDED DEEDS RETRIEVED FROM THE POLK COUNTY PROPERTY APPRAISER WEBSITE, CERTIFIED CORNER RECORDS RETRIEVED FROM THE LABINS WEBSITE AND POLK COUNTY GIS. NO FIELD WORK WAS INVOLVED IN THE PREPARATION OF THIS SKETCH AND LEGAL.
6. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
7. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY HENRY A. KILBURN, PSM 6661, ON 11/28/2023 PER FAC 5J-17.062(2).

HENRY A. KILBURN DATE
 FLORIDA LICENSED SURVEYOR & MAPPER
 NO. LS 6661
 THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 4

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

**WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)**

SECTION 19,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

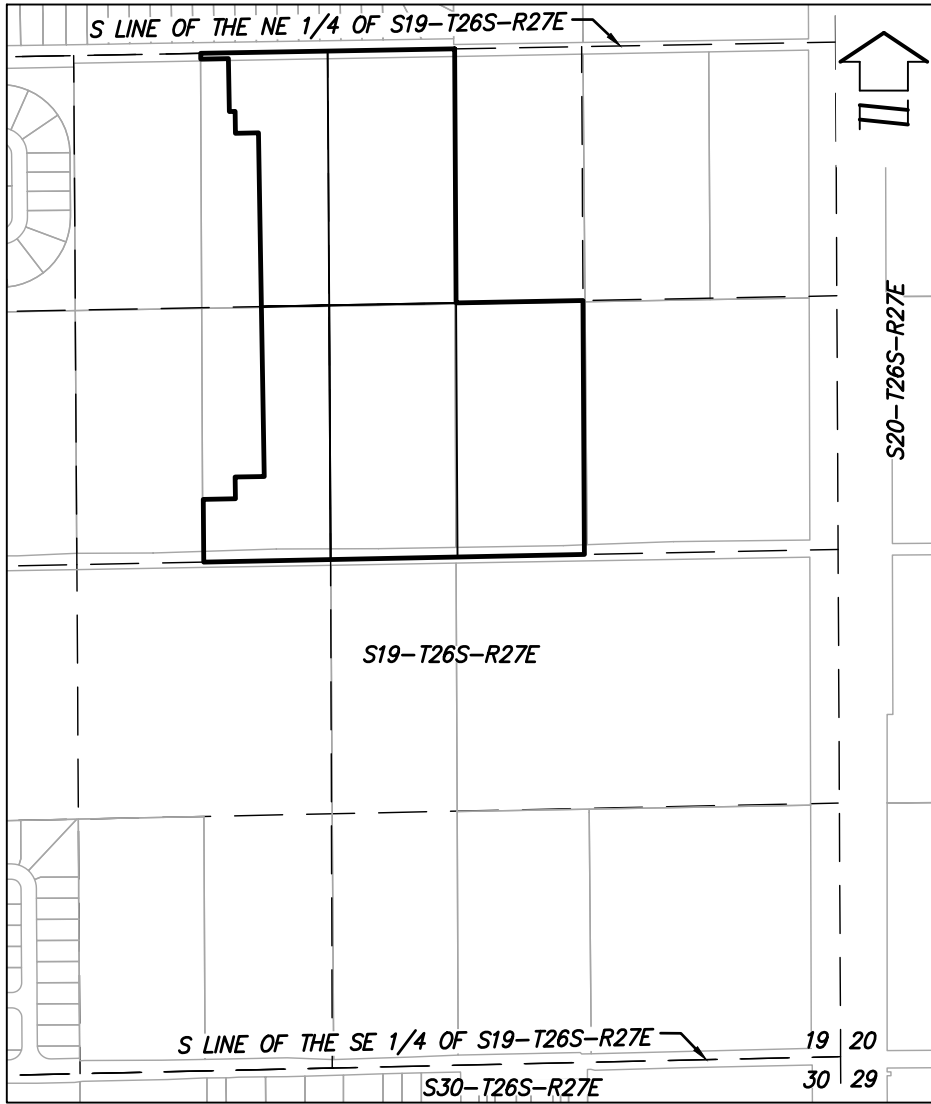
CH DEV LLC

DATE: 09/08/2023
 REV DATE:
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PROJ: 50142055
 DRAWN BY: WS
 CHECKED BY: HAK

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Drawing name: C:\Users\wsamalot\AppData\Local\Temp\AcPublish_17596\50151874_sursketch_Brentwood Ph 2-3.dwg DEW desc. & sketch Sheet 2 Nov 28, 2023 1:07pm by wsamalot



KEY MAP:
NOT TO SCALE

SHEET 2 OF 4

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)

SECTION 19,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



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ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 11/15/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50142055
DRAWN BY: WS
CHECKED BY: HAK

LEGAL DESCRIPTION:

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.

SHEET 3 OF 4

(SEE SHEET 4 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

**WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)**

SECTION 19,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

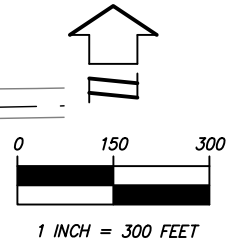
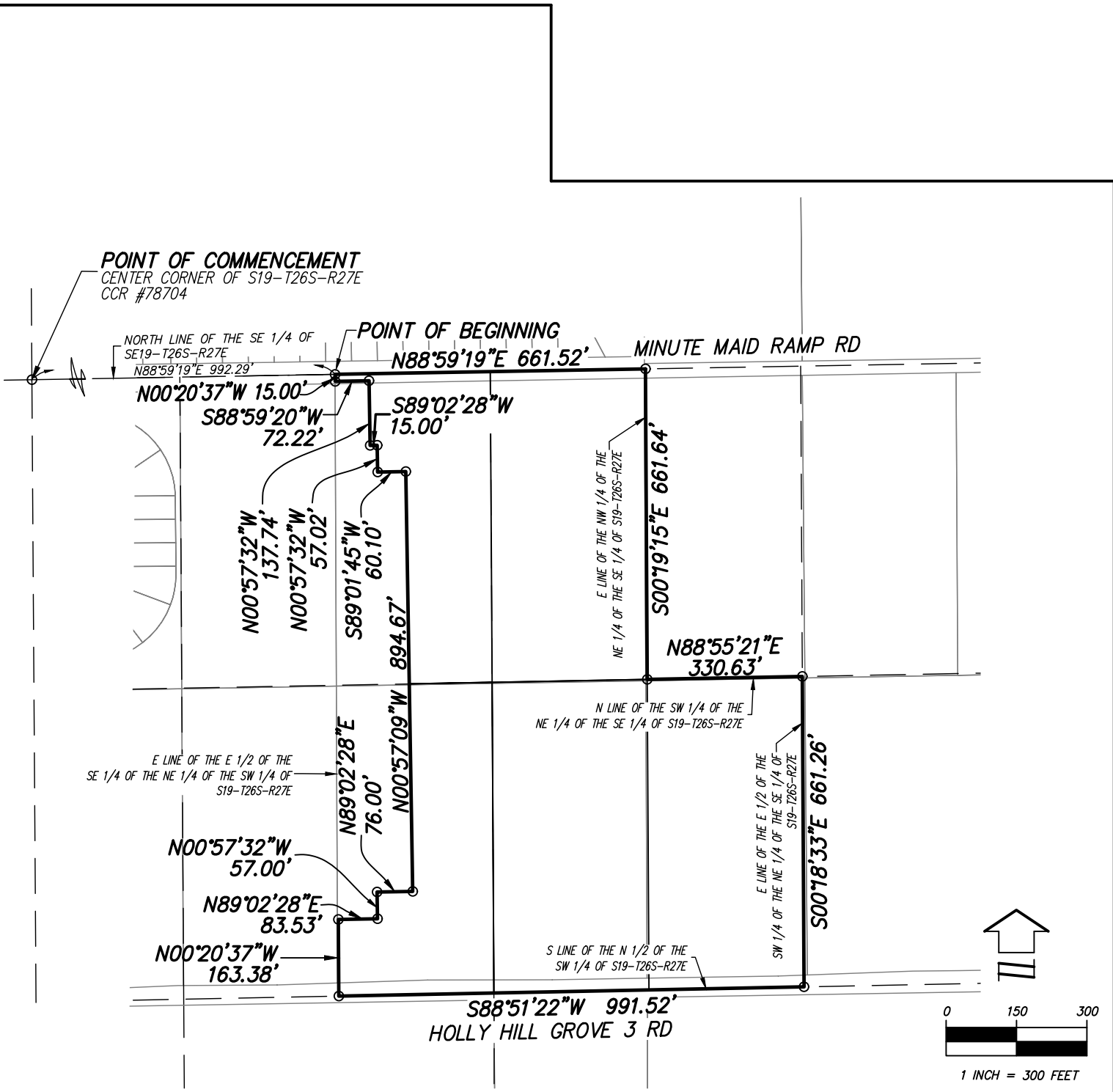
CH DEV LLC

DATE: 11/15/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50142055
DRAWN BY: WS
CHECKED BY: HAK

Drawing name: C:\Users\wsamalot\AppData\Local\Temp\AcPublish\17596\50151874_sursketch_Brentwood Ph 2-3.dwg DEW desc. & sketch Sheet 3 Nov 28, 2023 1:07pm by wsamalot

Drawing name: C:\Users\wsamalot\AppData\Local\Temp\AcPublish_17596\50151874_sursketch_Brentwood Ph 2-3.dwg DEW desc. & sketch Sheet 4 Nov 28, 2023 1:07pm by wsamalot




SHEET 4 OF 4

(SEE SHEET 3 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 -OF-
WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)
 SECTION 19,
 TOWNSHIP 28 SOUTH, RANGE 27 EAST
 POLK COUNTY FLORIDA

 **Dewberry**
 131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
CH DEV LLC
 DATE: 11/15/2023
 REV DATE:
 SCALE 1" = 300'
 PROJ: 50142055
 DRAWN BY: WS
 CHECKED BY: HAK

Description Sketch

(Not A Survey)

DESCRIPTION:

A portion of TRACTS D-4 and D-5 of BBRENTWOOD TOWNHOMES PHASE I, according to the plat thereof as recorded in Plat Book 194, Pages 16 through 19 of the public records of Polk County, Florida said parcel of land lying in Section 19, Township 26 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

BEGIN at the Northeast corner of said TRACT D-4, run thence along the South boundary of said BRENTWOOD TOWNHOMES PHASE I the following two (2) courses: (1) S.00°57'32"E., a distance of 38.88 feet; (2) S.89°01'45"W., a distance of 744.99 feet; thence N.00°58'18"W., a distance of 57.46 feet; thence N.89°02'28"E., a distance of 135.00 feet; thence S.00°57'32"E., a distance of 17.44 feet; thence N.89°02'28"E., a distance of 916.33 feet to a point on aforesaid South boundary; thence along said South boundary, S.88°51'21"W., a distance of 306.33 feet to the **POINT OF BEGINNING**.

Containing 0.741 acres, more or less.

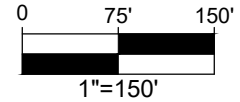
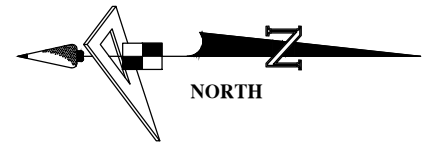
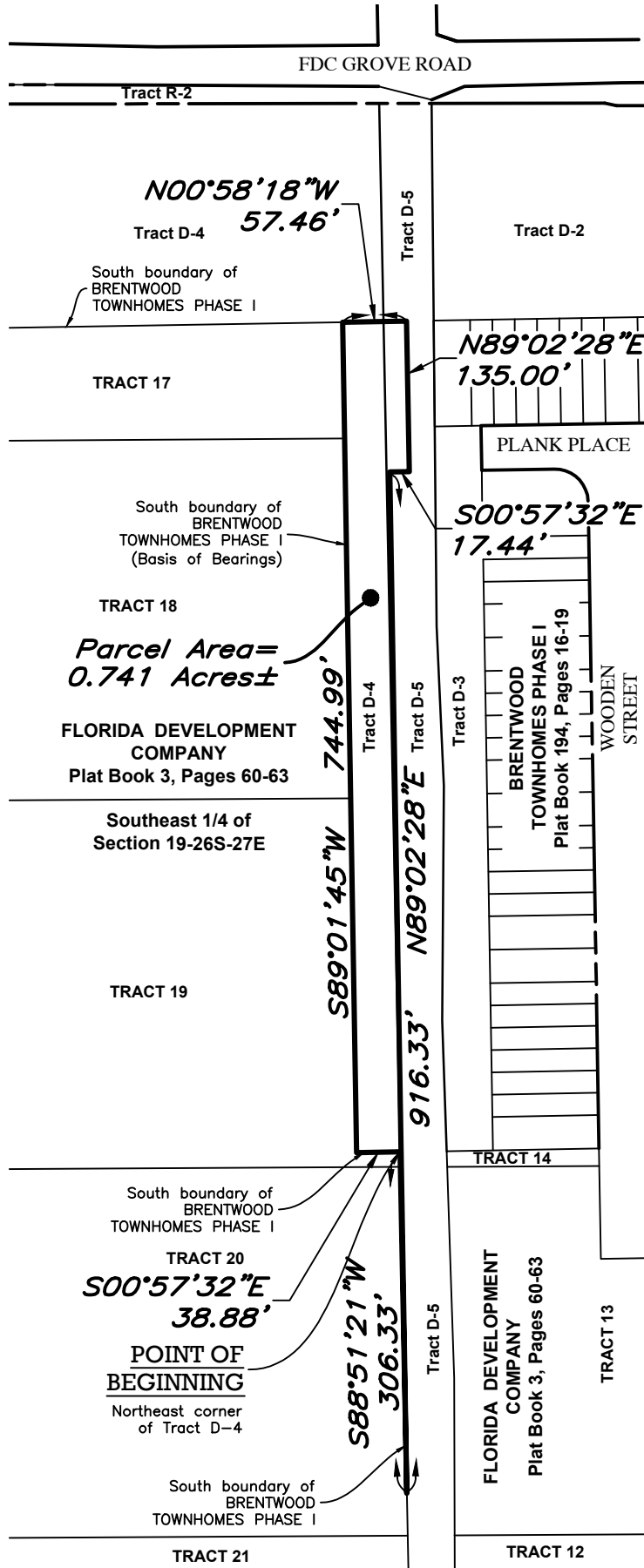
SURVEYOR'S NOTES:

- 1) Bearings shown hereon are based on the South boundary of the of BRENTWOOD TOWNHOMES PHASE I, according to the plat thereof, as recorded in Plat Book 194, Pages 16 through 19 of the public records of Polk County, Florida being S.00°57'32"E. The grid bearing as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD83-2011 adjustment) for the West zone of Florida.
- 2) I do hereby certify that this sketch & description was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers stated in Rules 5J-17.051, 5J-17.052, and 5J-17-053, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Charles M. Arnett LS6884	JOB: Brentwood Townhomes Phase I-portion of Phases 4 & 5		West Florida 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Fax: (813) 248-2266 www.geopointsurvey.com Licensed Business No.: LB 7768 													
	DRAWN: CMA DATE: 02/10/2024 CHECKED: CMA															
	Prepared For: GLK Real Estate															
	Revisions															
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">DATE</th> <th style="width: 65%;">DESCRIPTION</th> <th style="width: 20%;">DRAWN</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">---</td><td style="text-align: center;">---</td><td style="text-align: center;">---</td></tr> <tr><td style="text-align: center;">---</td><td style="text-align: center;">---</td><td style="text-align: center;">---</td></tr> <tr><td style="text-align: center;">---</td><td style="text-align: center;">---</td><td style="text-align: center;">---</td></tr> <tr><td style="text-align: center;">---</td><td style="text-align: center;">---</td><td style="text-align: center;">---</td></tr> </tbody> </table>	DATE		DESCRIPTION	DRAWN	---	---	---	---	---	---	---	---	---	---	---
DATE	DESCRIPTION	DRAWN														
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---	---	---														
---	---	---														

Description Sketch

(Not A Survey)



See Sheet 1 for Signature & Revisions

West Florida
 213 Hobbs Street
 Tampa, Florida 33619
 Phone: (813) 248-8888
 Fax: (813) 248-2266
 www.geopointsurvey.com
 Licensed Business No.: LB 7768

GeoPoint
 Surveying, Inc.

Legal Descriptions – Cascades Phase 3 Subdivision

Parcel Number: 272630-708000-040131 (Per Book 10032, Pages 1308 - 1311):

THAT PART OF TRACT 13 IN THE SW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT LOCATED IN POLK COUNTY, FLORIDA" RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA DESCRIBED AS: BEGIN AT A POINT ON THE EAST BOUNDARY OF SAID TRACT 13, 495.13 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT 13, AND RUN SOUTH 00°03'28" WEST ALONG SAID EAST BOUNDARY, 151.28 FEET; THENCE SOUTH 89°01'41" WEST 101.28 FEET; THENCE NORTH 33°32'22" EAST 183.56 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-708000-040097 (Per Book 10032, Pages 1308 - 1311):

A PORTION OF TRACTS 9, 10, 11, AND 12 IN THE SW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT LOCATED IN POLK COUNTY, FLORIDA," RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS: BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 12 AND RUN NORTH 89°02'03" EAST ALONG THE NORTH BOUNDARIES OF SAID TRACTS 10 AND 11, 589.37 FEET; THENCE S00° 05' 35" WEST, PARALLEL WITH THE EAST BOUNDARY OF TRACT 9, 616.31 FEET; THENCE NORTH 89°01'41" EAST TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF F.D.C. GROVE ROAD; THENCE SOUTH 00°05'35" WEST ALONG SAID RIGHT OF WAY LINE, 30.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 9, THENCE SOUTH 89°01'41" WEST ALONG THE SOUTH BOUNDARIES OF SAID TRACTS 9, 10, 11, AND 12, 1310.43 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 12; THENCE NORTH 00°03'28" EAST ALONG THE WEST BOUNDARY OF SAID TRACT 12; 151.28 FEET; THENCE NORTH 33°32'22" EAST, 600.73 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-707500-040051 (Per Book 10032, Pages 1308 - 1311):

THAT PART OF TRACTS 5, 6, 7, AND 8 IN THE SW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY FLORIDA, AS SHOWN ON THE PLAT OF "SUBDIVISION BY HOLLY HILL GROVE & FRUIT COMPANY POLK COUNTY, FLA", RECORDED IN PLAT BOOK 17, PAGE 35 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS: BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 5 AND RUN NORTH 05°47'32" EAST, 501.06 FEET; THENCE NORTH 41°18'00" WEST, 195.07 FEET OF THE SOUTH LINE OF A PLATTED RIGHT OF WAY; THENCE NORTH 89°02'26" EAST ALONG SAID SOUTH RIGHT OF WAY LINE; 10581.61 FEET TO THE WESTERLY RIGHT OF WAY LINE OF F.D.C. GROVE ROAD; THENCE SOUTH 00°05'36" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 30.00 FEET; THENCE SOUTH 89°02'26" WEST, 390.00 FEET; THENCE SOUTH 00°05'36" WEST, PARALLEL WITH THE EASTERLY BOUNDARY OF SAID TRACT 8, 616.31 FEET TO THE SOUTH BOUNDARY OF SAID TRACT 7; THENCE SOUTH 89°02'03" WEST, 589.37 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-708000-030191 (Per Book 10032, Pages 1308 - 1311):

The SOUTH 1/2 OF TRACTS 19 AND 20, ALL OF TRACTS 21 THROUGH 24, INCLUSIVE AND ALL OF TRACTS 28, 29, AND 30 IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT LOCATED IN POLK COUNTY, FLORIDA" AS RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT: BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 24 (ON THE LAND LINE); AND RUN SOUTH 89°07'-1" WEST, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 24 AND 23, 407.00 FEET; THENCE NORTH 00°05'34" EAST 613.83 FEET; THENCE NORTH 89°11'37" EAST, 407.00 FEET TO THE EAST BOUNDARY OF SAID TRACT 24; THENCE SOUTH 00°05'34" WEST, 613.30 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-708000-030261 (Per Book 10543, Pages 1285 - 1288):

Tract 26 in the NW 1/4 of Section 30, Township 26 South, Range 27 East, FLORIDA DEVELOPMENT CO. TRACT, according to the map or plat thereof as recorded in Plat Book 3, Page 60, Public Records of Polk County, Florida. LESS AND EXCEPT from the above-described Tract 26 the real property described as follows:

A PORTION OF TRACT 26 IN THE NW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ACCORDING TO THE PLAT OF "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", RECORDED IN PLAT BOOK 3, PAGES 60-63, POLK COUNTY, FLORIDA, ALL BEING FURTHER DESCRIBED AS: BEGIN AT A 5/8" IRON ROD AND CAP "RLS 3781" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE WEST RIGHT-OF-WAY LINE (30' PLATTED RIGHT-OF-WAY WIDTH) OF FDC GROVE ROAD, AND RUN THENCE ALONG THE EAST LINE OF SAID TRACT 25, ALSO BEING SAID WEST RIGHT-OF-WAY LINE, S-00°07'00"-E, 643.72 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE NORTH PLATTED RIGHT-OF-WAY LINE (30' PLATTED RIGHT OF WAY WIDTH) OF A PLATTED STREET (NOT PHYSICALLY OPEN); THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, AND ALONG THE SOUTH LINE OF SAID TRACT 25 AND SAID TRACT 26, ALSO ALONG SAID NORTH PLATTED RIGHT-OF-WAY LINE, S-88°55'22"-W, 417.44 FEET; THENCE DEPARTING SAID NORTH PLATTED RIGHT-OF-WAY LINE, N-00°07'00"-W, 644.16 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 26; THENCE ALONG THE NORTH LINE OF SAID TRACT 26 AND SAID TRACT 25 N-88°59'00"-E, 417.43 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-708000-030250 (Per Book 10543, Pages 1065 - 1067):

ALL OF TRACT 25, AND A PORTION OF TRACT 26, ALL LYING IN THE NW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ACCORDING TO THE PLAT OF "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", RECORDED IN PLAT BOOK 3, PAGES 60-63, POLK COUNTY, FLORIDA, ALL BEING FURTHER DESCRIBED AS: BEGIN AT A 5/8" IRON ROD AND CAP "RLS 3781" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE WEST RIGHT-OF-WAY LINE (30' PLATTED RIGHT-OF-WAY WIDTH) OF FDC GROVE ROAD, AND RUN THENCE ALONG THE EAST LINE OF SAID TRACT 25, ALSO BEING SAID WEST RIGHT-OF-WAY LINE, S-00° 07' 00" -E, 643.72 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE NORTH PLATTED RIGHT-OF-WAY LINE (30' PLATTED RIGHT OF WAY WIDTH) OF A PLATTED STREET (NOT PHYSICALLY OPEN); THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, AND ALONG THE SOUTH LINE OF SAID TRACT 25 AND SAID TRACT 26, ALSO ALONG SAID NORTH PLATTED RIGHT-OF-WAY LINE, S-88° 55' 22" -W, 417.44 FEET; THENCE DEPARTING SAID NORTH PLATTED RIGHT-OF-WAY LINE, N-00° 07' 00" -W, 644.16 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 26; THENCE ALONG THE NORTH LINE OF SAID TRACT 26 AND SAID TRACT 25 N-88° 59' 00" -E, 417.43 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION
PROPOSED "WYNNSTONE" SUBDIVISION PHASE 1
BOND ISSUANCE BOUNDARY
Revised 2-22-2024

NOTES:

- PERIMETER BOUNDARY INFORMATION BASED ON "ALTA/NSPS LAND TITLE SURVEY", PREPARED BY GEO POINT SURVEYING, INC., JOB# 1001945-LEN WS 001, FIELD SURVEY DATE: OCTOBER 26, 2023, AND "BOUNDARY SURVEY", PREPARED BY GEO POINT SURVEYING, INC., JOB #1001945-GLK WS-002, FIELD SURVEY DATE: DECEMBER 19, 2023, BOTH WERE RELIED UPON AS BEING COMPLETED AND CORRECT.
- INTERIOR ROADWAYS AND LOT CONFIGURATION BASED ON "CONCEPTUAL SITE PLAN-SINGLE FAMILY", WYNNSTONE SINGLE FAMILY, POLK COUNTY, FLORIDA", PREPARED BY ABSOLUTE ENGINEERING, INC. JOB # 19-0009-0010, AND WAS RELIED UPON AS BEING COMPLETE AND CORRECT.

ALL OF TRACTS 1, 2, 3, AND 4 IN THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING WITHIN THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AS RECORDED IN PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND

ALL OF TRACTS 1, 2, 3, 4, 13, 14, 15, AND 16 IN THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING WITHIN THE PLAT OF "HOLLY HILL GROVE & FRUIT COMPANY", AS RECORDED IN PLAT BOOK 17, PAGE 34 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND

ALL OF TRACTS 5, 6, 12, 17, 18, 19, 28, 29, 30, 31, AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

PARTS OF TRACTS 9, 10, 11, 20, 21, 22, 23, AND 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

ALL OF THE SOUTH 150.00 FEET OF TRACTS 1 AND 2 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

PART OF THE SOUTH 150.00 FEET OF TRACT 3 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

ALL OF TRACTS 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31 AND 32 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED RIGHT-OF-WAY (30.00 FEET TOTAL WIDTH), LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 1, 2, 3 AND 4 IN THE NORTHWEST ¼ OF SAID SECTION 30, **AND** LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 29, 30, 31, AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, ALL BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED 15.00 FEET WIDE RIGHT-OF-WAY LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 17, 18, 19, 20, 21, 22, 23, AND 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED 15.00 FEET WIDE RIGHT-OF-WAY LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 13, 14, 15, AND 16 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY";



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PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNNSTONE" SUBDIVISION

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

TOGETHER WITH

ALL OF THAT MAINTAINED RIGHT-OF-WAY (WIDTH VARIES) ACCORDING TO MAP BOOK 17, PAGES 93 TO 99 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING NORTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 9, 10, 11, AND 12 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING EAST OF AND ADJOINING THE EAST BOUNDARY OF TRACTS 9 AND 24, **AND ALL** OF THAT MAINTAINED RIGHT-OF-WAY ACCORDING TO MAP BOOK 18, PAGES 43 TO 61 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING WEST OF AND ADJOINING THE EAST BOUNDARY OF TRACTS 9 AND 24, ALL IN THE SOUTHWEST ¼ OF SAID SECTION 19, AND BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT REMAINING 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACT 4 IN THE SOUTHWEST ¼ OF SAID SECTION 19, AND BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY", LYING EAST OF THE EASTERLY BOUNDARY OF THE VACATED RIGHT-OF-WAY ACCORDING TO THE OFFICIAL RECORDS BOOK 8483, PAGE 400, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND TOGETHER WITH

ALL OF THAT REMAINING 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACT 29 IN THE NORTHWEST ¼ OF SAID SECTION 19, **AND** BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", LYING EAST OF THE EASTERLY BOUNDARY OF THE VACATED RIGHT-OF-WAY ACCORDING TO THE OFFICIAL RECORDS BOOK 8483, PAGE 400, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND TOGETHER WITH

ALL OF THAT PLATTED RIGHT-OF-WAY (30.00 FEET TOTAL WIDTH) LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 5 AND 6 IN THE SOUTHWEST ¼ OF SECTION 19, **AND** LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 27 AND 28 IN THE NORTHWEST ¼ OF SECTION 19, ALL BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT".

DESCRIPTION:

ALL BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT A 4" X 4" CONCRETE MONUMENT AND CAP "RLS3781" STANDING AT THE WEST ¼ (QUARTER) CORNER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE WEST BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30, N-00°04'07"-W, 1985.41 FEET; THENCE DEPARTING SAID WEST BOUNDARY, RUN N-89°55'53"-E, 15.00 FEET TO THE SOUTHWEST CORNER OF TRACT 1 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", SAID POINT IS ALSO THE **POINT OF BEGINNING**; THENCE ALONG THE WEST BOUNDARY OF SAID TRACT 1 AND ITS NORTHERLY PROJECTION, N-00°04'07"-W, 661.71 FEET TO A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30, SAID POINT IS ALSO ON THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF TRACT 17 AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND THE SOUTHERLY AND NORTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 1 AND 16 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY", AND THE SOUTHERLY AND NORTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 17, PAGE 34, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 17 AND 32 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND THE SOUTHERLY AND NORTHERLY PROJECTIONS THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 1 AND 16 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND THE SOUTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, RUN N-00°04'06"-W, 4785.68 FEET TO A 5/8" IRON ROD AND CAP "LB5073" STANDING AT THE NORTHWEST CORNER OF THE SOUTH 150.00 FEET OF SAID TRACT 1, SAID POINT IS ALSO THE SOUTHWEST CORNER OF SUNSET RIDGE PHASE 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 126, PAGES 36 TO 41 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING SAID WEST BOUNDARY AND SAID EASTERLY RIGHT-OF-WAY, RUN ALONG THE NORTH BOUNDARY OF THE SOUTH 150.00



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**PHASE 1 - BOND ISSUANCE BOUNDARY
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LEGAL DESCRIPTION

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FEET OF TRACTS 1, 2, AND 3 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", ALSO BEING THE SOUTH BOUNDARY OF SAID "SUNSET RIDGE PHASE 2", RUN N-89°08'35"-E, BASIS OF BEARING FOR THIS DESCRIPTION, 1061.45 FEET; THENCE DEPARTING SAID NORTH BOUNDARY OF THE SOUTH 150.00 FEET OF TRACTS 1, 2, AND 3, AND DEPARTING THE SOUTH BOUNDARY OF SAID "SUNSET RIDGE PHASE 2, RUN S-00°11'00"-E, 150.01 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT 14 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE CONTINUE ALONG THE NORTH BOUNDARY OF SAID TRACT 14, AND CONTINUE ALONG THE NORTH BOUNDARY OF TRACT 13 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN N-89°08'35"-E, 460.61 FEET TO A 4" X 4" CONCRETE MONUMENT AND CAP "LB 8112" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 13, SAID POINT ALSO BEING THE NORTHWEST CORNER OF "NATURES RESERVE PHASE 1" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGES 47 TO 49 (INCLUSIVE) PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 13 AND ITS SOUTHERLY PROJECTION, ALSO BEING THE WEST BOUNDARY OF SAID "NATURES RESERVE PHASE 1", RUN S-00°20'10"-E, 676.06 FEET TO THE NORTHWEST CORNER OF TRACT 21 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT 21, AND CONTINUE ALONG THE NORTH BOUNDARY OF TRACT 22 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN N-89°06'00"-E, 662.14 FEET TO A 5/8" IRON ROD WITH NO IDENTIFICATION STANDING AT THE NORTHEAST CORNER OF SAID TRACT 22; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 22 AND THE EAST BOUNDARY OF TRACT 27 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND ITS SOUTHERLY PROJECTION, ALSO BEING THE WEST BOUNDARY OF SAID "NATURES RESERVE PHASE 1" AND ITS SOUTHERLY PROJECTION, AND CONTINUE ALONG THE EAST BOUNDARY OF TRACT 6 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND ITS NORTHERLY AND SOUTHERLY EXTENSIONS, RUN S-00°21'46"-E, 1976.46 FEET; THENCE S-89°00'33"-W, 115.96 FEET; THENCE S-89°55'13"-W, 168.00 FEET; THENCE S-00°04'47"-E, 110.00 FEET; THENCE N-89°55'13"-E, 30.23 FEET; THENCE S-00°04'47"-E, 40.00 FEET; THENCE N-89°55'13"-E, 85.00 FEET; THENCE S-00°04'47"-E, 480.00 FEET; THENCE N-89°55'13"-E, 85.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 170.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 155.00 FEET; THENCE N-00°04'47"-W, 120.00 FEET; THENCE N-89°55'13"-E, 5.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 59°12'40", A CHORD BEARING OF N-60°18'52"-E, A CHORD DISTANCE OF 74.10 FEET, FOR AN ARC LENGTH OF 77.57 FEET; THENCE ALONG A NON-RADIAL LINE, N-89°55'13"-E, 133.06 FEET; THENCE N-00°05'16"-W, 489.86 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT 9 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG SAID NORTH BOUNDARY, N-89°05'03"-E, 19.99 FEET TO A POINT ON THE WESTERLY MAINTAINED RIGHT-OF-WAY OF FDC GROVE ROAD, ACCORDING TO MAP BOOK 18, PAGES 43 TO 61 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH BOUNDARY AND ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING SIX (6) COURSES: 1) S-00°27'36"-E, 607.85 FEET; THENCE 2) S-18°10'05"-W, 18.77 FEET; THENCE 3) S-10°22'17"-E, 53.68 FEET; THENCE 4) S-00°22'39"-E, 197.61 FEET; THENCE 5) S-01°12'23"-W, 332.36 FEET; THENCE 6) S-00°27'05"-W, 118.81 FEET TO A POINT ON THE SOUTH BOUNDARY OF TRACT 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE DEPARTING SAID WESTERLY MAINTAINED RIGHT-OF-WAY, AND ALONG THE SOUTH BOUNDARY OF SAID TRACT 24, RUN S-89°08'17"-W, 20.02 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, RUN N-00°05'16"-W, 490.71 FEET; THENCE S-89°55'13"-W, 126.36 FEET; THENCE ALONG A RADIAL LINE, S-52°13'40"-W, 15.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 52°18'27", A CHORD BEARING OF N-63°55'34"-W, A CHORD DISTANCE OF 66.12 FEET, FOR AN ARC LENGTH OF 68.47 FEET; THENCE S-89°55'13"-W, 5.00 FEET; THENCE N-00°04'47"-W, 120.00 FEET; THENCE S-89°55'13"-W, 155.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE

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NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 85.00 FEET; THENCE S-00°04'47"-E, 481.18 FEET; THENCE S-22°12'50"-E, 88.48 FEET; THENCE S-46°46'12"-E, 81.16 FEET; THENCE S-70°05'16"-E, 72.63 FEET; THENCE N-89°55'13"-E, 202.89 FEET TO THE NORTHEAST CORNER OF TRACT 28 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 28, RUN S-00°21'05"-E, 647.48 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 28; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 28, RUN S-89°03'32"-W, 331.81 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 28; THENCE DEPARTING SAID SOUTH BOUNDARY, RUN S-00°20'33"-E, 15.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 19, ALSO BEING A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30; THENCE ALONG THE EAST BOUNDARY OF TRACT 4 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND ITS NORTHERLY PROJECTION, RUN S-00°07'14"-E, 660.05 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 4; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 4, AND CONTINUE ALONG THE SOUTH BOUNDARY OF TRACTS 1, 2, AND 3 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN S-89°06'13"-W, 1544.95 FEET TO THE POINT OF BEGINNING.

CONTAINING: 234.358 ACRES, MORE OR LESS.



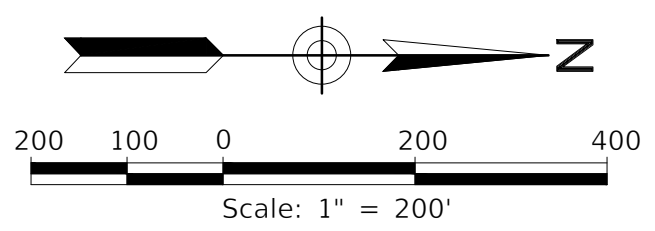
1925 BARTOW ROAD LAKELAND, FL 33801
OFFICE: (863) 940-2040 FAX: (863) 940-2044
EMAIL: INFO@WOODCIVIL.COM
CERTIFICATE OF AUTHORIZATION NO. 32508

**PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNSTONE" SUBDIVISION**

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES



LEGEND AND NOTES

- TRACT 12 TRACT NUMBER PER "MAP OF FLORIDA DEVELOPMENT CO. TRACT", PER PLAT BOOK 3, PAGES 60-63
- TRACT 2 H.H.G.&F. CO. TRACT NUMBER PER "HOLLY HILL GROVE & FRUIT COMPANY", PER PLAT BOOH 17, PAGE 34
- P.O.B. POINT OF BEGINNING
- (RAD) RADIAL
- (NR) NON RADIAL

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF THE SOUTH 150 FEET OF TRACTS 1, 2 AND 3. IN THE NORTHWEST 1/4 OF SECTION 19, ALSO BEING THE SOUTH BOUNDARY OF "SUNSET RIDGE PHASE 2", AS RECORDED IN PLAT BOOK 126, PAGES 36 - 41. PUBLIC RECORDS OF POLK COUNTY, FLORIDA, HAVING A GRID BEARING OF N89°08'35"E, THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE OF FLORIDA COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA.



Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1					INTENTIONALLY OMITTED
C2					INTENTIONALLY OMITTED
C3	39.27'	25.00'	90° 00' 00"	35.36'	N44° 55' 13"E
C4	39.27'	25.00'	90° 00' 00"	35.36'	S45° 04' 47"E
C5	39.27'	25.00'	90° 00' 00"	35.36'	N44° 55' 13"E
C6	39.27'	25.00'	90° 00' 00"	35.36'	S45° 04' 47"E
C7	77.51'	75.00'	59° 12' 40"	74.10'	N60° 18' 52"E
C8	68.47'	75.00'	52° 18' 27"	66.12'	N63° 55' 34"W

Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C9	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C10	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C11	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C12	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C13	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C14	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C15	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C16	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W

PROPOSED WYNSTONE SUBDIVISION SKETCH TO ACCOMPANY LEGAL DESCRIPTION NOT A SURVEY

REVISIONS

NO.	DATE	DESCRIPTION
1	02/22/24	REVISED BOUNDARY AND LEGAL DESCRIPTION

PHASE 1 BOND ISSUANCE BOUNDARY SHEET: 1 OF 1

WOOD & ASSOCIATES, LLC
1935 BARNUM ROAD, LAKELAND, FL 33859
OFFICE (883) 940-2040 FAX (883) 940-2044
EMAIL INFO@WOODCHILCO.COM
CERTIFICATE OF AUTHORIZATION NO. 123598

SECTION 3

RESOLUTION 2024-10

[ASSESSMENT AREA TWO]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190, AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Westside Haines City Community Development District (the “District”) previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District previously adopted that certain Resolution 2021-09, equalizing, approving, confirming, and levying special assessments on property within the District; and

WHEREAS, due to updated cost and financing estimates, the District desires to re-equalize, re-approve, re-confirm, and re-levy special assessments for the property known as “Assessment Area Two” within the District, as described in **Exhibit A** and **Exhibit B** attached hereto; and

WHEREAS, the District Board of Supervisors (the “Board”) has noticed and conducted a public hearing pursuant to Chapters 170, 190, and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments for Assessment Area Two.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190, and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management facilities; roadways; water and wastewater facilities; off-site improvements (turn lanes); electrical utilities (street lighting); entry features and signage; parks and amenities; and other infrastructure projects and services necessitated by the development of, and serving lands within, the District; and

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such special assessments as provided in Chapters 170, 190, and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the capital improvements (the “Capital Improvements”), the nature and location of which was initially described in Resolution 2024-08, and is shown in the *Second Amended and Restated Engineer’s Report*, dated March 18, 2024 (the “Engineer’s Report”) (attached as **Exhibit A** hereto and incorporated herein by this reference), and which the plans and specifications are on file at the office of the District Manager c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“District Records Offices”); (ii) the cost of such Capital Improvements be assessed against the lands specially benefited by such Capital Improvements; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Capital Improvements, the levying of such Assessments (hereinafter defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners, and residents.

(f) In order to provide funds with which to pay all or a portion of the costs of the Capital Improvements which are to be assessed against the benefitted properties, pending the collection of such Assessments, it is necessary for the District from time to time to sell and issue its Special Assessment Bonds, in one or more series (the “Bonds”).

(g) By Resolution 2024-08, the Board determined to provide the Capital Improvements and to defray the costs thereof by making Assessments on benefitted property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide all or a portion of the funds needed for the Capital Improvements prior to the collection of such Assessments. Resolution 2024-08 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2024-08, said Resolution 2024-08 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher’s affidavit of publication is

on file with the Secretary of the Board.

(i) As directed by Resolution 2024-08, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2024-09, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements, (2) the cost thereof, (3) the manner of payment therefore, and (4) the amount thereof to be assessed against each specially benefited property or parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190, and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(l) On April 17, 2024, at the time and place specified in Resolution 2024-09 and the notice referred to in paragraph (k) above, the Board met as an Equalization Board, conducted such public hearing, and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Capital Improvements, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

i. that the estimated costs of the Capital Improvements are as specified in the Engineer's Report, which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

ii. it is reasonable, proper, just and right to assess the cost of such Capital Improvements against the properties specially benefited thereby using the method determined by the Board set forth in the *Master Assessment Methodology – Assessment Area Two*, dated March 18, 2024 (the "Assessment Report," attached hereto as **Exhibit B** and incorporated herein by this reference), for the Bonds, which results in the special assessments set forth on the final assessment roll included within such **Exhibit B** (the "Assessments"); and

iii. the Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the issuance of the Bonds;

iv. it is hereby declared that the Capital Improvements will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Assessments thereon when allocated as set forth in **Exhibit B**;

- v. that the costs of the Capital Improvements are fairly and reasonably apportioned to the properties specifically benefitted as set forth in **Exhibit B**;
- vi. it is in the best interests of the District that the Assessments be paid and collected as herein provided; and
- vii. it is reasonable, proper, just and right for the District to utilize the true-up mechanisms and calculations contained in the Assessment Report in order to ensure that all parcels of real property benefiting from the Capital Improvements are assessed accordingly and that sufficient assessment receipts are being generated in order to pay the corresponding Bond debt-service when due;

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That construction of Capital Improvements initially described in Resolution No. 2024-08, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Capital Improvements and the costs to be paid by Assessments on all specially benefitted property are set forth in **Exhibits A and B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Assessments on the parcels specially benefitted by the Capital Improvements, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution, these Assessments, as reflected in **Exhibit B** attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any Bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of Bonds, including refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the entire Capital Improvements project has both been constructed or otherwise provided to the satisfaction of the

Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the Capital Improvements, as finally determined upon completion thereof, but in no event shall the final amount of any such special assessment exceed the amount of benefits originally assessed hereunder. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book.

SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Capital Improvements and the adoption by the Board of a resolution accepting the Capital Improvements, unless such option has been waived by the owner of the land subject to the Assessments; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. All impact fee credits received and/or value received for impact fee credits shall be applied against the Capital Improvements costs and/or the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits which application may be addressed by such resolutions. At any time subsequent to thirty (30) days after the Capital Improvements have been completed and a resolution accepting the Capital Improvements has been adopted by the Board, the Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Assessments may prepay the entire remaining balance of the Assessments at any time, or a portion of the remaining balance of the Assessment one time if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day (45) period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the "Uniform Method"). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

(c) For the period the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Polk County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) Pursuant to the Assessment Report, attached hereto as **Exhibit B**, there may be required from time to time certain true-up payments. As parcels of land or lots are platted, the Assessments securing the Bonds shall be allocated as set forth in the Assessment Report. In furtherance thereof, at such time as parcels or land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Assessments to be reallocated to the units being platted and the remaining property in accordance with **Exhibit B**, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in **Exhibit B**, which process is incorporated herein as if fully set forth (the "True-Up Methodology"). Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining unplatted property, in addition to the regular assessment installment payable with respect to such remaining unplatted acres.

(b) The District will take all necessary steps to ensure that true-up payments are collected in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with GLK Real Estate, LLC, that it intends to develop the unit numbers and types shown in **Exhibit B**, on the net developable acres and is intended to provide a formula to ensure that the appropriate ratio of the Assessments to gross acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in **Exhibit B** from being developed. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to the Capital Improvements, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the True-Up Methodology to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Capital Improvements, the Board shall by resolution take appropriate action to equitably reallocate the Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or Assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. Such

subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution. Each such supplemental resolution shall also address the allocation of any impact fee credits expected to be received from the provision of the project funded by the corresponding series of Bonds issued or to be issued.

SECTION 9. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Assessments without specific consent thereto. If at any time, any real property on which Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Polk County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

[Remainder of this page intentionally left blank]

APPROVED AND ADOPTED this 17th day of April 2024.

ATTEST:

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: *Second Amended and Restated Engineer's Report*, dated March 18, 2024

Exhibit B: *Master Assessment Methodology – Assessment Area Two*, dated March 18, 2024

REFERENCE NO. 50142055

.....

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT

Second Amended and Restated Engineer's Report

MARCH 18, 2024



ORIGINAL

SUBMITTED BY
Dewberry Engineers Inc.
800 N. Magnolia Avenue
Suite 1000
Orlando, Florida 32803
407.843.5120

SUBMITTED TO
Westside Haines City CDD
Attention: Jillian Burns
219 E. Livingston Street
Orlando, Florida 32801
407.841.5524

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1. Introduction

The Westside Haines City Community Development District (the "District" or "CDD") is located on the west side of US Highway 27 (SR 25) from Minute Maid Ramp Road to the southern boundary of Masee Road. The District is located with the city limits of Haines City, Florida ("City") and the unincorporated area of Polk County ("County"). In March 2021, the District contained approximately 613.43 acres and included 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages. The District currently contains approximately 595.10 acres and is expected to consist of 2,574 residential lots of various sizes for single-family and townhomes with recreation/amenity areas, parks, and associated infrastructure.

The CDD was established under County Ordinance No. 21-017, which was approved by the Polk County Commission and the City of Haines City and became effective on March 18, 2021. The boundaries of the District were amended by Ordinance No. 22-071, adopted by the Board of County Commissioners of Polk County, Florida, and effective on November 2, 2022, and by Ordinance No. 23-065, adopted by the Board of County Commissioners of Polk County, Florida, and effective on October 3, 2023. The District will own and operate the public roadways, and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development. Polk County will own all utilities except for those serving the 46 lots in the southeast corner which will be owned by the City of Haines City.

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

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the city, county, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development, an overall estimate of the probable cost of the public improvements are provided in Exhibit 7 of this report.

The Capital Improvement Plan ("CIP" or this "Engineer's Report") reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that any modifications will not diminish the benefits to the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development while maintaining a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Table 1.1 Land Use Summary

LAND USE SUMMARY	
LAND USE	AREA (AC)
Master Stormwater System	47.74
Residential Land (Single-Family and Townhomes Lots)	226.89
Roadways Infrastructure & Public Facilities	93.78
Lakes	5.09
Amenity Center	2.09
Open Space/Conservation Areas/Parks	219.51
TOTAL	595.10

Table 1.2 Land Use Summary

PHASING SUMMARY	
PHASE	NUMBER OF UNITS
Cascades 1	597
Cascades 2	74
Cascades 3	344
Brentwood 1	226
Brentwood 2	124
Brentwood 3	122
Brentwood 4 & 5	290
Wynnstone 1 & 2	797
TOTAL – Westside Haines City CDD	2,574

Table 1.3 Land Use Summary

LOT TYPES		
PHASE	LOT TYPE	NUMBER OF UNITS
Cascades 1	40-ft Lots	404
	50-ft Lots	193
Cascades 2	40-ft Lots	30
	50-ft Lots	44
Cascades 3	40-ft Lots	219
	50-ft Lots	125
Brentwood 1	Townhomes	226
Brentwood 2	Townhomes	124
Brentwood 3	Townhomes	122
Brentwood 4/5	Townhomes	290
Wynnstone 1	40-ft & 50-ft Lots	526
Wynnstone 2	40-ft & 50-ft Lots	271
TOTAL LOTS – Westside Haines City CDD		2,574

2. Purpose and Scope

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

The predominant portion of this report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. The engineer has considered and in specific instances has relied upon, the information and documentation prepared or supplied by others to prepare this Engineer's Report.

3. The Development

The development will consist of a total of 2,574 residential units and associated infrastructure. The development is a planned residential community located West of US Highway 27 (SR 25) and consisting of 595.10 acres from the northern boundary of Minute Main Ramp Road 1 and extending south to the southern boundary located around Masee Road. The District is located within unincorporated Polk County and the City of Haines City. The land use for the District is planned unit development. The development is zoned RL-1, RL-2, RL-3, and RM within the city limits and zoned RMX and ECX within the unincorporated area of Polk County. The development will be constructed in three (3) villages and include up to eleven (11) phases.

4. Capital Improvements

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

There will also be stormwater structures and conveyance culverts within the CIP that will outfall into the various on-site stormwater ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time as well as the 4 (four) lift stations serving the project. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District.

As a part of the recreational component of the CIP, there are various amenity centers within the development and specifically for each of the villages of the development. There are four (4) amenity centers: one (1) in the Village of Cascades, one (1) in Wynnstone, and two (2) within Brentwood. The total area of the amenity and recreational parcels is 12.89 acres. There will be conservation areas as well that can serve as passive parks within the various villages and the development that are available to the public for utilization of the facilities. The amenity centers and recreational areas will have connectivity via sidewalks to the other portions of the District. The amenity centers and recreational areas will be accessed by the public roadways and sidewalks.

5. Capital Improvement Plan Components

The CIP for the District includes the following:

5.1 Stormwater Management Facilities

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

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

During the construction of stormwater management facilities, utilities, and roadway improvements the contractor will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by

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

5.2 Public Roadways

The proposed public roadway sections include a 24-foot wide roadway consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base and asphalt type roadway wearing surface. The proposed curb is to be 2-feet wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement, and also to provide stormwater runoff conveyance to the proposed stormwater inlets.

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

5.3 Water and Wastewater Facilities

A potable drinking water system inclusive of water main, gate valves, fire hydrants, and appurtenances will be installed for the District. The water service provider will be Polk County Public Utilities. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District.

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

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

5.4 Off-Site Improvements

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

5.5 Amenities and Parks

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

5.6 Electric Utilities and Lighting

The electric distribution system thru the District is currently planned to be underground, The District presently intends to fund the incremental cost for the undergrounding of the electrical system, transformer/cabinet pads, and electric manholes required by Duke Energy (Duke). Electric facilities will be owned and maintained by Duke after the dedication. The CDD will not fund the cost to purchase and install street lighting. These lights will be operated and maintained by Duke after the completion, with the District funding maintenance costs with funds other than tax-exempt bonds.

5.7 Entry Feature

Landscaping, irrigation, entry features, and walls at the entrances and along the outside boundary of the development will be provided by the District. The irrigation system will use reclaimed water or an irrigation well. The well and irrigation water mains to the various phases of the development will be constructed and acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover, and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned, and maintained by the CDD. It is noted that the City requires the walls as a buffer the development and thus will be funded together with the landscaping. There are no hard gates in the District and the District is accessible to the public.

5.8 Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, and certain permits and professional fees as described in this report are being financed by the District to benefit all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family/residential planned development.

5.9 Permitting

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

Table 5.1 Permit Status for Overall Development (Brentwood Townhomes and Cascades Phases 1 & 2)

BRENTWOOD PHASE 1 AND CASCADES PHASES 1 & 2			
PERMITS/APPROVALS	APPROVAL/EXPECTED APPROVAL DATE		
	Cascades Phase 1	Cascades Phase 2	Brentwood Townhomes
Zoning Approval	Approved	Approved	Approved
Preliminary Plat	Approved	Approved	Approved
SWFWMD ERP	Approved	Approved	Approved
Construction Permits	Approved	Approved	Received
Polk County Health Department Water	Approved	Approved	Approved
FDEP Sanitary Sewer General Permit	Approved	Approved	Approved
FDEP NOI	Approved	Received	Received

Table 5.2 Permit Status for Overall Development (Brentwood Phases 2 & 3, Brentwood Phases 4 & 5, Wynnstone Phase 1, and Cascades Phase 3)

BRENTWOOD PHASES 2-5, WYNNSTONE PHASE 1, AND CASCADES PHASE 3				
PERMITS/APPROVALS	APPROVAL/EXPECTED APPROVAL DATE			
	Brentwood Phase 2/3	Brentwood Phase 4/5	Cascades Phase 3	Wynnstone Phase 1
Zoning Approval	Received	Received	Received	Received
Preliminary Plat	Received	Received	Received	Approved
SWFWMD ERP	Approved	Approved	Approved	Approved
Construction Permits	Approved	Approved	Approved	Approved
Polk County Health Department Water	Received	Received	Received	Pending
FDEP Sanitary Sewer General Permit	Approved	Approved	Approved	Approved
FDEP NOI - NPDES	Received	Received	Received	Pending

6. Recommendation

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

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

7. Report Modification

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

8. Summary and Conclusion

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

9. Engineer's Certification

It is our professional opinion that the public infrastructure costs for the CIP provided in this report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District and the value is at least the same as the costs for said improvements. It is noted that all financed property improvements will be located on district owned lands that is or will be at the time of conveyance to the district or subject to a permanent easement in favor of the district or another public governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the county and city. However, labor market, future costs of equipment; materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control.

Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

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

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

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

LEGAL DESCRIPTION
PROPOSED "WYNNSTONE" SUBDIVISION PHASE 1
BOND ISSUANCE BOUNDARY
Revised 2-22-2024

NOTES:

- PERIMETER BOUNDARY INFORMATION BASED ON "ALTA/NSPS LAND TITLE SURVEY", PREPARED BY GEO POINT SURVEYING, INC., JOB# 1001945-LEN WS 001, FIELD SURVEY DATE: OCTOBER 26, 2023, AND "BOUNDARY SURVEY", PREPARED BY GEO POINT SURVEYING, INC., JOB #1001945-GLK WS-002, FIELD SURVEY DATE: DECEMBER 19, 2023, BOTH WERE RELIED UPON AS BEING COMPLETED AND CORRECT.
- INTERIOR ROADWAYS AND LOT CONFIGURATION BASED ON "CONCEPTUAL SITE PLAN-SINGLE FAMILY", WYNNSTONE SINGLE FAMILY, POLK COUNTY, FLORIDA", PREPARED BY ABSOLUTE ENGINEERING, INC. JOB # 19-0009-0010, AND WAS RELIED UPON AS BEING COMPLETE AND CORRECT.

ALL OF TRACTS 1, 2, 3, AND 4 IN THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING WITHIN THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AS RECORDED IN PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND

ALL OF TRACTS 1, 2, 3, 4, 13, 14, 15, AND 16 IN THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING WITHIN THE PLAT OF "HOLLY HILL GROVE & FRUIT COMPANY", AS RECORDED IN PLAT BOOK 17, PAGE 34 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND

ALL OF TRACTS 5, 6, 12, 17, 18, 19, 28, 29, 30, 31, AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

PARTS OF TRACTS 9, 10, 11, 20, 21, 22, 23, AND 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

ALL OF THE SOUTH 150.00 FEET OF TRACTS 1 AND 2 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

PART OF THE SOUTH 150.00 FEET OF TRACT 3 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

ALL OF TRACTS 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31 AND 32 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED RIGHT-OF-WAY (30.00 FEET TOTAL WIDTH), LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 1, 2, 3 AND 4 IN THE NORTHWEST ¼ OF SAID SECTION 30, **AND** LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 29, 30, 31, AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, ALL BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED 15.00 FEET WIDE RIGHT-OF-WAY LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 17, 18, 19, 20, 21, 22, 23, AND 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED 15.00 FEET WIDE RIGHT-OF-WAY LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 13, 14, 15, AND 16 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY";



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CERTIFICATE OF AUTHORIZATION NO. 32508

PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNNSTONE" SUBDIVISION

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

TOGETHER WITH

ALL OF THAT MAINTAINED RIGHT-OF-WAY (WIDTH VARIES) ACCORDING TO MAP BOOK 17, PAGES 93 TO 99 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING NORTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 9, 10, 11, AND 12 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING EAST OF AND ADJOINING THE EAST BOUNDARY OF TRACTS 9 AND 24, **AND ALL** OF THAT MAINTAINED RIGHT-OF-WAY ACCORDING TO MAP BOOK 18, PAGES 43 TO 61 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING WEST OF AND ADJOINING THE EAST BOUNDARY OF TRACTS 9 AND 24, ALL IN THE SOUTHWEST ¼ OF SAID SECTION 19, AND BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT REMAINING 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACT 4 IN THE SOUTHWEST ¼ OF SAID SECTION 19, AND BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY", LYING EAST OF THE EASTERLY BOUNDARY OF THE VACATED RIGHT-OF-WAY ACCORDING TO THE OFFICIAL RECORDS BOOK 8483, PAGE 400, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND TOGETHER WITH

ALL OF THAT REMAINING 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACT 29 IN THE NORTHWEST ¼ OF SAID SECTION 19, **AND** BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", LYING EAST OF THE EASTERLY BOUNDARY OF THE VACATED RIGHT-OF-WAY ACCORDING TO THE OFFICIAL RECORDS BOOK 8483, PAGE 400, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND TOGETHER WITH

ALL OF THAT PLATTED RIGHT-OF-WAY (30.00 FEET TOTAL WIDTH) LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 5 AND 6 IN THE SOUTHWEST ¼ OF SECTION 19, **AND** LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 27 AND 28 IN THE NORTHWEST ¼ OF SECTION 19, ALL BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT".

DESCRIPTION:

ALL BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT A 4" X 4" CONCRETE MONUMENT AND CAP "RLS3781" STANDING AT THE WEST ¼ (QUARTER) CORNER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE WEST BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30, N-00°04'07"-W, 1985.41 FEET; THENCE DEPARTING SAID WEST BOUNDARY, RUN N-89°55'53"-E, 15.00 FEET TO THE SOUTHWEST CORNER OF TRACT 1 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", SAID POINT IS ALSO THE **POINT OF BEGINNING**; THENCE ALONG THE WEST BOUNDARY OF SAID TRACT 1 AND ITS NORTHERLY PROJECTION, N-00°04'07"-W, 661.71 FEET TO A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30, SAID POINT IS ALSO ON THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF TRACT 17 AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND THE SOUTHERLY AND NORTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 1 AND 16 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY", AND THE SOUTHERLY AND NORTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 17, PAGE 34, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 17 AND 32 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND THE SOUTHERLY AND NORTHERLY PROJECTIONS THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 1 AND 16 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND THE SOUTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, RUN N-00°04'06"-W, 4785.68 FEET TO A 5/8" IRON ROD AND CAP "LB5073" STANDING AT THE NORTHWEST CORNER OF THE SOUTH 150.00 FEET OF SAID TRACT 1, SAID POINT IS ALSO THE SOUTHWEST CORNER OF SUNSET RIDGE PHASE 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 126, PAGES 36 TO 41 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING SAID WEST BOUNDARY AND SAID EASTERLY RIGHT-OF-WAY, RUN ALONG THE NORTH BOUNDARY OF THE SOUTH 150.00



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CERTIFICATE OF AUTHORIZATION NO. 32508

**PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNSTONE" SUBDIVISION**

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

FEET OF TRACTS 1, 2, AND 3 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", ALSO BEING THE SOUTH BOUNDARY OF SAID "SUNSET RIDGE PHASE 2", RUN N-89°08'35"-E, BASIS OF BEARING FOR THIS DESCRIPTION, 1061.45 FEET; THENCE DEPARTING SAID NORTH BOUNDARY OF THE SOUTH 150.00 FEET OF TRACTS 1, 2, AND 3, AND DEPARTING THE SOUTH BOUNDARY OF SAID "SUNSET RIDGE PHASE 2, RUN S-00°11'00"-E, 150.01 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT 14 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE CONTINUE ALONG THE NORTH BOUNDARY OF SAID TRACT 14, AND CONTINUE ALONG THE NORTH BOUNDARY OF TRACT 13 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN N-89°08'35"-E, 460.61 FEET TO A 4" X 4" CONCRETE MONUMENT AND CAP "LB 8112" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 13, SAID POINT ALSO BEING THE NORTHWEST CORNER OF "NATURES RESERVE PHASE 1" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGES 47 TO 49 (INCLUSIVE) PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 13 AND ITS SOUTHERLY PROJECTION, ALSO BEING THE WEST BOUNDARY OF SAID "NATURES RESERVE PHASE 1", RUN S-00°20'10"-E, 676.06 FEET TO THE NORTHWEST CORNER OF TRACT 21 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT 21, AND CONTINUE ALONG THE NORTH BOUNDARY OF TRACT 22 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN N-89°06'00"-E, 662.14 FEET TO A 5/8" IRON ROD WITH NO IDENTIFICATION STANDING AT THE NORTHEAST CORNER OF SAID TRACT 22; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 22 AND THE EAST BOUNDARY OF TRACT 27 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND ITS SOUTHERLY PROJECTION, ALSO BEING THE WEST BOUNDARY OF SAID "NATURES RESERVE PHASE 1" AND ITS SOUTHERLY PROJECTION, AND CONTINUE ALONG THE EAST BOUNDARY OF TRACT 6 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND ITS NORTHERLY AND SOUTHERLY EXTENSIONS, RUN S-00°21'46"-E, 1976.46 FEET; THENCE S-89°00'33"-W, 115.96 FEET; THENCE S-89°55'13"-W, 168.00 FEET; THENCE S-00°04'47"-E, 110.00 FEET; THENCE N-89°55'13"-E, 30.23 FEET; THENCE S-00°04'47"-E, 40.00 FEET; THENCE N-89°55'13"-E, 85.00 FEET; THENCE S-00°04'47"-E, 480.00 FEET; THENCE N-89°55'13"-E, 85.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 170.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 155.00 FEET; THENCE N-00°04'47"-W, 120.00 FEET; THENCE N-89°55'13"-E, 5.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 59°12'40", A CHORD BEARING OF N-60°18'52"-E, A CHORD DISTANCE OF 74.10 FEET, FOR AN ARC LENGTH OF 77.57 FEET; THENCE ALONG A NON-RADIAL LINE, N-89°55'13"-E, 133.06 FEET; THENCE N-00°05'16"-W, 489.86 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT 9 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG SAID NORTH BOUNDARY, N-89°05'03"-E, 19.99 FEET TO A POINT ON THE WESTERLY MAINTAINED RIGHT-OF-WAY OF FDC GROVE ROAD, ACCORDING TO MAP BOOK 18, PAGES 43 TO 61 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH BOUNDARY AND ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING SIX (6) COURSES: 1) S-00°27'36"-E, 607.85 FEET; THENCE 2) S-18°10'05"-W, 18.77 FEET; THENCE 3) S-10°22'17"-E, 53.68 FEET; THENCE 4) S-00°22'39"-E, 197.61 FEET; THENCE 5) S-01°12'23"-W, 332.36 FEET; THENCE 6) S-00°27'05"-W, 118.81 FEET TO A POINT ON THE SOUTH BOUNDARY OF TRACT 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE DEPARTING SAID WESTERLY MAINTAINED RIGHT-OF-WAY, AND ALONG THE SOUTH BOUNDARY OF SAID TRACT 24, RUN S-89°08'17"-W, 20.02 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, RUN N-00°05'16"-W, 490.71 FEET; THENCE S-89°55'13"-W, 126.36 FEET; THENCE ALONG A RADIAL LINE, S-52°13'40"-W, 15.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 52°18'27", A CHORD BEARING OF N-63°55'34"-W, A CHORD DISTANCE OF 66.12 FEET, FOR AN ARC LENGTH OF 68.47 FEET; THENCE S-89°55'13"-W, 5.00 FEET; THENCE N-00°04'47"-W, 120.00 FEET; THENCE S-89°55'13"-W, 155.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE

**PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNSTONE" SUBDIVISION**

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES



1925 BARTOW ROAD LAKELAND, FL 33801
OFFICE: (863) 940-2040 FAX: (863) 940-2044
EMAIL: INFO@WOODCIVIL.COM
CERTIFICATE OF AUTHORIZATION NO. 32508

NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 85.00 FEET; THENCE S-00°04'47"-E, 481.18 FEET; THENCE S-22°12'50"-E, 88.48 FEET; THENCE S-46°46'12"-E, 81.16 FEET; THENCE S-70°05'16"-E, 72.63 FEET; THENCE N-89°55'13"-E, 202.89 FEET TO THE NORTHEAST CORNER OF TRACT 28 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 28, RUN S-00°21'05"-E, 647.48 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 28; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 28, RUN S-89°03'32"-W, 331.81 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 28; THENCE DEPARTING SAID SOUTH BOUNDARY, RUN S-00°20'33"-E, 15.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 19, ALSO BEING A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30; THENCE ALONG THE EAST BOUNDARY OF TRACT 4 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND ITS NORTHERLY PROJECTION, RUN S-00°07'14"-E, 660.05 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 4; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 4, AND CONTINUE ALONG THE SOUTH BOUNDARY OF TRACTS 1, 2, AND 3 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN S-89°06'13"-W, 1544.95 FEET TO THE POINT OF BEGINNING.

CONTAINING: 234.358 ACRES, MORE OR LESS.



1925 BARTOW ROAD LAKELAND, FL 33801
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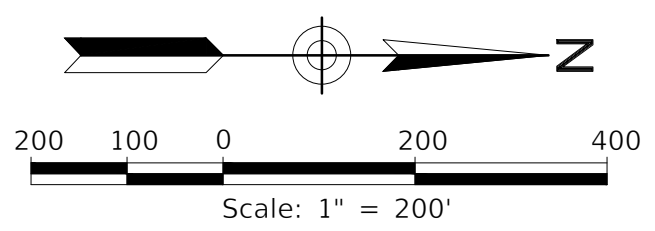
**PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNSTONE" SUBDIVISION**

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

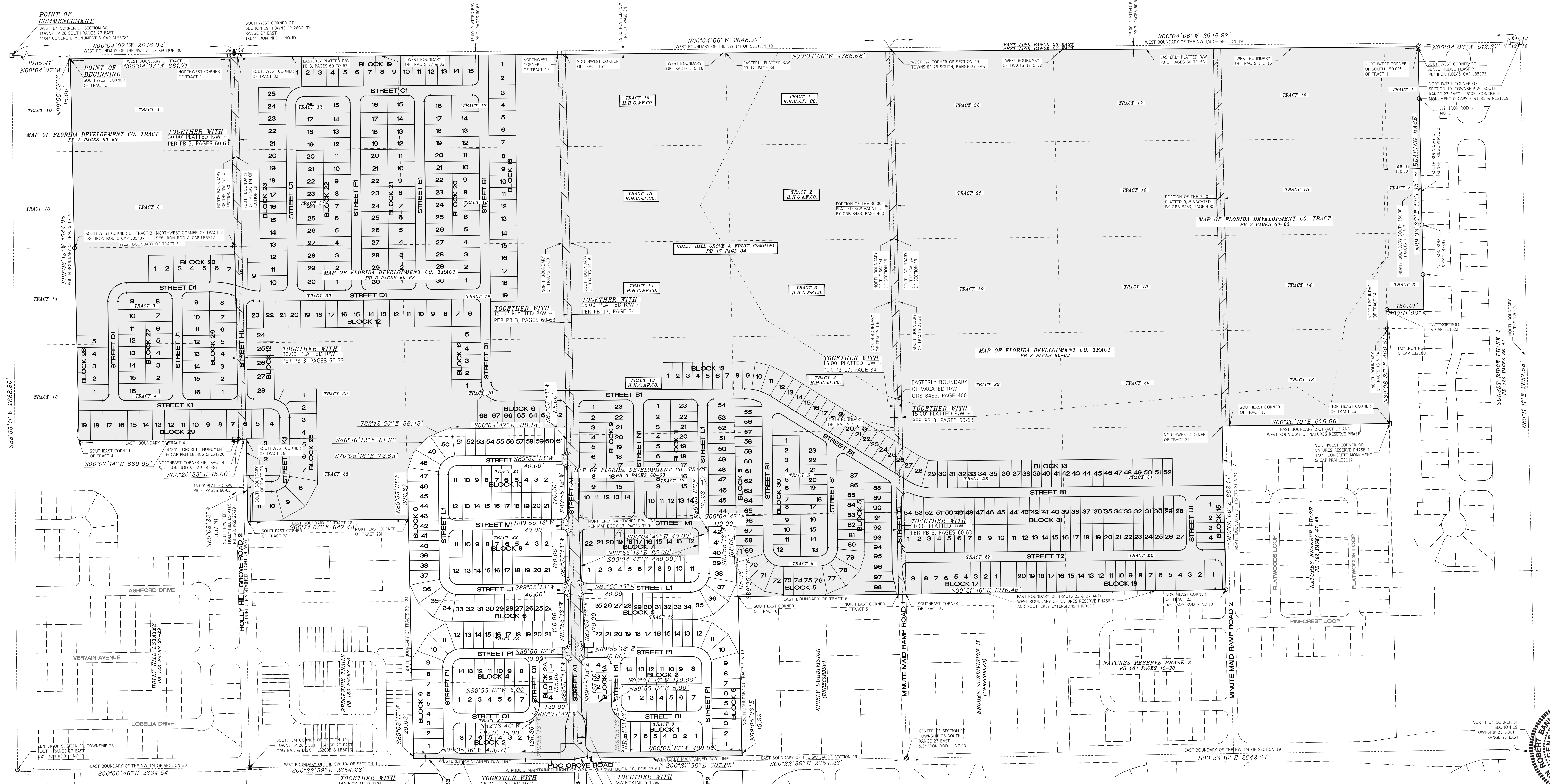
Z:\Drawing Files\WYNSTONE\PHASE 1 - BOND BOUNDARY\BOND BOUNDARY - SKETCH.dwg Steve Peterson/Plot Date: 2/22/2024



LEGEND AND NOTES

- TRACT 12 TRACT NUMBER PER "MAP OF FLORIDA DEVELOPMENT CO. TRACT", PER PLAT BOOK 3, PAGES 60-63
- TRACT 2 H.H.G.&F. CO. TRACT NUMBER PER "HOLLY HILL GROVE & FRUIT COMPANY", PER PLAT BOOH 17, PAGE 34
- P.O.B. POINT OF BEGINNING
- (RAD) RADIAL
- (NR) NON RADIAL

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF THE SOUTH 150 FEET OF TRACTS 1, 2 AND 3. IN THE NORTHWEST 1/4 OF SECTION 19, ALSO BEING THE SOUTH BOUNDARY OF "SUNSET RIDGE PHASE 2", AS RECORDED IN PLAT BOOK 126, PAGES 36 - 41. PUBLIC RECORDS OF POLK COUNTY, FLORIDA, HAVING A GRID BEARING OF N89°08'35"E, THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE OF FLORIDA COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA.



Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1					INTENTIONALLY OMITTED
C2					INTENTIONALLY OMITTED
C3	39.27'	25.00'	90° 00' 00"	35.36'	N44° 55' 13"E
C4	39.27'	25.00'	90° 00' 00"	35.36'	S45° 04' 47"E
C5	39.27'	25.00'	90° 00' 00"	35.36'	N44° 55' 13"E
C6	39.27'	25.00'	90° 00' 00"	35.36'	S45° 04' 47"E
C7	77.51'	75.00'	59° 12' 40"	74.10'	N60° 18' 52"E
C8	68.47'	75.00'	52° 18' 27"	66.12'	N63° 55' 34"W

Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C9	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C10	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C11	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C12	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C13	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C14	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C15	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C16	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W

PROPOSED WYNSTONE SUBDIVISION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

NOT A SURVEY

POLK COUNTY, FLORIDA

DATE: 02/22/24

NO. 1

REVISIONS

REVISED BOUNDARY AND LEGAL DESCRIPTION

DATE: 02/22/24

NO. 1

WOOD & ASSOCIATES, LLC

1935 BARNUM ROAD, LAKELAND, FL 33859

OFFICE: (883) 940-2040 FAX: (883) 940-2044

EMAIL: INFO@WOODCHILCO.COM

CERTIFICATE OF AUTHORIZATION NO. 13398

DATE: 02/22/24

NO. 1

PROFESSIONAL ENGINEER

STATE OF FLORIDA

NO. 84128

DATE: 02/22/24

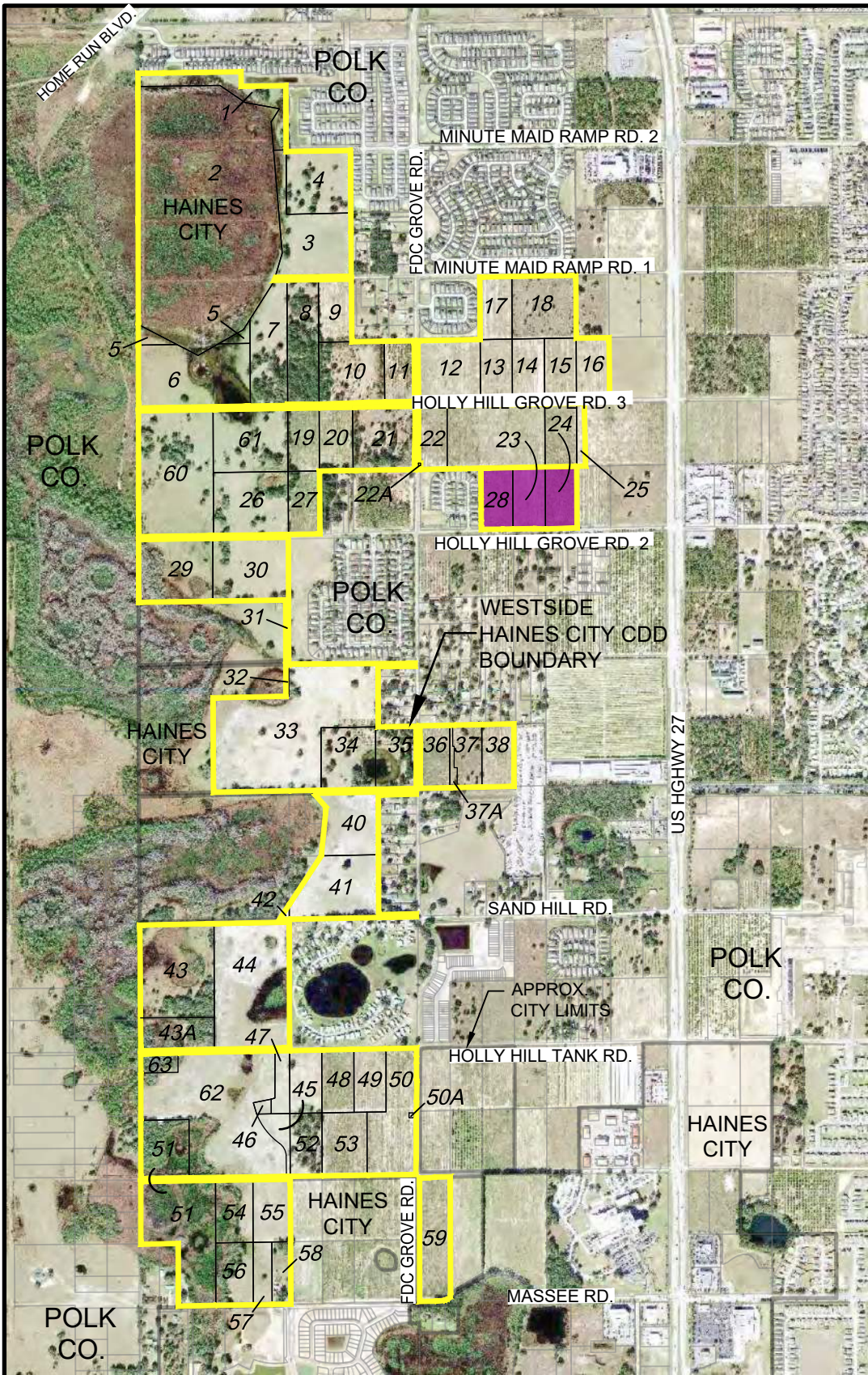
NO. 1

PHASE 1 BOND ISSUANCE BOUNDARY

SHEET: 1 OF 1

DATE: 02/22/24

NO. 1



ID	Parcel No.
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2	272619705000030171
3	272619705000030201
4	272619705000030210
5	272619704500040011
6	272619704500040141
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LEGEND

- WESTSIDE HAINES CITY CDD
- PARCELS
- CDD CONTRACTION

EXHIBIT 1 - LOCATION MAP WESTSIDE HAINES CITY CDD

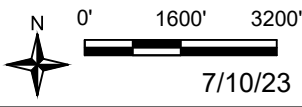


EXHIBIT 2 - LEGAL DESCRIPTION
WESTSIDE HAINES CITY CDD
LEGAL DESCRIPTIONS

THORNHILL PARCELS

PARCEL 1

DESCRIPTION: A PORTION OF TRACTS 11, 12, 13, 14, 15, & 16 AND ALL OF TRACTS 3, 4 & 5, OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 5; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 5, S.00°18'53"E, A DISTANCE OF 648.05 FEET TO THE NORTH BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID NORTH BOUNDARY, N.88°58'16"E, A DISTANCE OF 330.50 FEET TO THE EAST BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID EAST BOUNDARY, S.00°17'48"E, A DISTANCE OF 634.97' TO A POINT ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF HOLLY HILL GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES: 1) S.87°53'35"W., A DISTANCE OF 53.92 FEET; 2) S.89°00'18"W., A DISTANCE OF 481.38 FEET; 3) S.89°49'34"W., A DISTANCE OF 265.87 FEET; 4) S.88°05'52"W., A DISTANCE OF 320.84 FEET; 5) N.89°37'21"W., A DISTANCE OF 210.35 FEET; 6) S.87°28'16"W., A DISTANCE OF 143.50 FEET; 7) S.89°25'55"W., A DISTANCE OF 472.21 FEET; 8) N.22°16'58"W., A DISTANCE OF 31.89 TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: 1) N.01°14'03"W., A DISTANCE OF 140.55 FEET; 2) N.00°55'37"W., A DISTANCE OF 104.29 FEET; 3) N.00°08'51"W., A DISTANCE OF 326.27 FEET 4) N.00°11'29"W., A DISTANCE OF 30.58 FEET TO THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY OF CAMBRIA, AS RECORDED IN PLAT BOOK 159, PAGES 26 THROUGH 27, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH AND EAST BOUNDARIES, RESPECTIVELY, OF SAID CAMBRIA, THE FOLLOWING TWO (2) COURSES: 1) N.88°58'16"E, A DISTANCE OF 640.37 FEET; 2) N.00°21'17"W., A DISTANCE OF 648.36 FEET OT THE SOUTHERLY RIGHT-OF-WAY OF AN UNNAMED ROAD, (ALSO KNOW AS MINUTE MAID RAMP ROAD 1); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°59'20"E., A DISTANCE OF 991.98 FEET TO THE POINT OF BEGINNEING.

CONTAINING 43.322 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 2

DESCRIPTION: A PORTION OF TRACTS 17, 28, 29, & 30 AND ALL OF TRACTS 18, 19, 20, 21, & 22, OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH EAST CORNER OF SAID TRACT 28, RUN THENCE ALONG THE EAST BOUNDARY THEREOF, S.00°18'30"E., A DISTANCE OF 636.29 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HO9LLY HILL GROVE ROAD 2, PER MAP BOOK 22, PAGES 1 THROUGH 7, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) S.88°40'49"W., A DISTANCE OF 13.76 FEET; 2) S.87°34'32"W.; A DISTANCE OF 110.73 FEET; 3) S.87°59'33"W., A DISTANCE OF 207.44 FEET; 4) N.87°51'09"W., A DISTANCE OF 118.81 FEET; 5) S.88°50'51"W., A DISTANCE OF 326.26 FEET; 6) S.89°40'20"W., A DISTANCE OF 202.13 FEET; 7) S.88°29'07"W., A DISTANCE OF 12.51 FEET TO THE SOUTHEAST CORNER OF COUNTRY WALK ESTATES, AS RECORDED IN PLAT BOOK 155, PAGES 37 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST AND

NORTH BOUNDARIES, RESPECTIVELY, OF SAID COUNTY WALK ESTATES THE FOLLOWING TWO (2) COURSES: 1) N.00°21'09"W., A DISTANCE OF 631.43; 2) S.88°48'08"W. A DISTANCE OF 644.25 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) N.00°04'22"E., A DISTANCE OF 436.25 FEET; 2) N.00°21'14"E, A DISTANCE OF 212.17 FEET TO A POINT ON SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILL GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°51'21"E., A DISTANCE OF 1960.98 FEET TO A POINT ON THE EAST BOUNDARY OF AFORESAID TRACT 22; THENCE ALONG SAID EAST BOUNDARY S.00°18'53"E., A DISTANCE OF 646.48 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 22; THENCE ALONG SAID SOUTH BOUNDARY, S.88°48'08"W., A DISTANCE OF 330.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.668 ACRES, MORE OR LESS.

CASCADES PARCELS

PARCEL A

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

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 31 AND PROCEED S 89°18'58" W, ALONG THE SOUTH LINE OF THE NW ¼ OF SAID SECTION 31, A DISTANCE OF 1323.58 FEET TO A FOUND CONCRETE MONUMENT 4' X 4' (NO ID) MARKING THE SOUTHEAST CORNER OF THE SW ¼ OF THE NW ¼ OF SAID SECTION 31; THENCE N 00°43'21"W, A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 ALSO BEING ON THE NORTH PLATTED RIGHT OF WAY LINE OF MASSEE ROAD AND THE POINT OF BEGINNING; THENCE S 89°16'39" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1170.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 31; THENCE N 00°21'45" W, ALONG THE WEST BOUNDARY OF TRACT 31, A DISTANCE OF 635.42 FEET TO THE NORTHWEST CORNER OF SAID TRACT 31 ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT 17; THENCE S 89°15'20" W, ALONG THE SOUTH BOUNDARY OF TRACT 17, A DISTANCE OF 374.86 TO THE SOUTHWEST CORNER OF SAID TRACT 17; THENCE N 00°19'09" W, ALONG THE WEST BOUNDARY OF SAID TRACT 17, A DISTANCE OF 620.25 FEET TO THE NORTHWEST CORNER OF SAID TRACT 17 AND A POINT ON THE SOUTH PLATTED RIGHT OF WAY LINE OF A 30.00 FOOT UNNAMED ROAD; THENCE N 89°02'49" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1548.04 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°14'28" E., ALONG THE EAST BOUNDARY OF SAID TRACT 20 AND 29, A DISTANCE OF 1261.78 FEET TO THE POINT OF BEGINNING.

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

PARCEL B

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

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST ¼ OF SAID SECTION 31, A DISTANCE OF 15.00 FEET; THENCE N 89°19'17" E, A DISTANCE OF 15.00 FEET TO THE A POINT ON THE EAST RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED ROAD AND THE POINT OF BEGINNING; THENCE N 00°16'11" W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1255.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PARK PLACE BOULEVARD AS PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 19, PAGE 66; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING THREE (3) COURSES; (1) N 88°37'34" E, A DISTANCE OF 95.17 FEET; (2) N 81°41'25" E, A DISTANCE OF 121.29 FEET; (3) N 87°59'06" E, A DISTANCE OF 100.77 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE S 00°16'03" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1243.27 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF POLK

COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 14, PAGE 4S THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) S 53°51'52" W, A DISTANCE OF 16.13 FEET; (2) S 53°02'11" W, A DISTANCE OF 27.27 FEET; (3) S 65°06'06" W, A DISTANCE OF 16.68 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED RIGHT OF WAY; THENCE ALONG SAID NORTH RIGHT OF WAY LINE; S 89°19'17" W, A DISTANCE OF 265.83 FEET; TO THE POINT OF BEGINNING.

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

PARCEL C

A PORTION OF TRACTS 1 THROUGH 16, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 31 AND PROCEED N 00°16'19"W, ALONG THE WEST BOUNDARY OF THE NORTHEAST ¼ OF SAID SECTION 31, A DISTANCE OF 1308.22 FEET; THENCE S 89°15'46" W, A DISTANCE OF 32.12 FEET TO A POINT OF INTERSECTION OF NORTH 30.00 FOOT PLATTED RIGHT OF WAY AND THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING: THENCE S 89°15'46" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1291.75 FEET; THENCE S 89°02'19" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1547.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 16; THENCE N 00°19'20" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 1 AND 16, A DISTANCE OF 1285.53 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1 SAID NORTHWEST CORNER LYING 15.00 FEET SOUTH AND 15.00 FEET EAST OF THE NORTHWEST CORNER OF THE NW ¼ OF SAID SECTION 31 ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE N 88°48'00" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 1 THROUGH 4, A DISTANCE OF 1548.12 FEET: THENCE N 88°50'05" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 5 THROUGH 8, A DISTANCE OF 1309.25 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY MAINTAINED RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THIRTEEN (13) COURSES (1) S 00°16'04" E, A DISTANCE OF 52.50 FEET; (2) S 01°12'54" W, A DISTANCE OF 101.55 FEET; (3) S 00°02'35" E, A DISTANCE OF 168.91 FEET; (4) S 07°21'12" E, A DISTANCE OF 26.80 FEET: (5) S 01°16'36" W, A DISTANCE OF 197.08 FEET: (6) S 00°36'22" E, A DISTANCE OF 84.70 FEET: (7) S 00°13'16" W, A DISTANCE OF 102.33 FEET: (8) S 01°26'47" W, A DISTANCE OF 102.68 FEET: (9) S 00°21'34" W, A DISTANCE OF 104.81 FEET: (10) S 00°58'11" W, A DISTANCE OF 101.55 FEET: (11) S 00°24'40" E, A DISTANCE OF 105.34 FEET: (12) S 01°49'51" W, A DISTANCE OF 135.10 FEET: (13) S 00°30'33" W, A DISTANCE OF 19.05 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 3,683,359 SQUARE FEET, OR 84.58 ACRES, MORE OR LESS.

PARCEL D

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SW ¼ OF SAID SECTION 30 AND PROCEED N 88°48'00" E, ALONG THE SOUTH BOUNDARY OF THE SW ¼ OF SAID SECTION 30, A DISTANCE OF 15.00 FEET; THENCE N 00°12'41" W, 15.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 32 AND THE POINT OF BEGINNING: THENCE N 00°06'26" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1294.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD AND THE NORTHWEST CORNER OF SAID TRACT 17; THENCE N 88°51'21" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 17 THROUGH 20, A DISTANCE OF 1547.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20: THENCE S 00°08'32" E,

ALONG THE EAST BOUNDARY OF SAID TRACTS 20 AND 29, A DISTANCE OF 1292.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 AND A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE; THENCE S 88°48'00" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 29 THROUGH 32, A DISTANCE OF 1548.12 FEET; TO THE POINT OF BEGINNING. THE ABOVE PARCEL CONTAINING 2,001,318 SQUARE FEET, OR 45.94 ACRES, MORE OR LESS.

PARCEL E

A PORTION OF TRACTS 19 THROUGH 30 IN THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY AND A PORTION OF TRACTS 5 THROUGH 13 IN THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 30 AND PROCEED S 00°04'10" E, ALONG THE EAST BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 30, A DISTANCE OF 42.32 FEET; THENCE S 88°41'01" W, A DISTANCE OF 16.04 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 88°41'01" W, A DISTANCE OF 390.47 FEET; THENCE S 00°10'11" E, A DISTANCE OF 1232.51 FEET; THENCE N 88°49'37" E, A DISTANCE OF 388.70 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°02'32" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE S 88°50'42" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 13 AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1411.55 FEET; THENCE N 33°21'44" E, A DISTANCE OF 183.55 FEET; THENCE N 33°19'35" E, A DISTANCE OF 600.67 FEET; THENCE N 05°35'09" E, A DISTANCE OF 501.02 FEET; THENCE N 41°26'25" W, A DISTANCE OF 195.12 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°16'32" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 79.88 FEET TO THE NORTHWEST CORNER OF SAID TRACT 6 AND THE SOUTHWEST CORNER OF VACATED 30.00 FOOT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3042, PAGE 1109 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N 00°06'50" W, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 27 AND THE NORTHWEST CORNER OF SAID VACATED 30.00 FOOT RIGHT OF WAY; THENCE S 88°49'34" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 28 THROUGH 30 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY, A DISTANCE OF 1112.83 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 30; THENCE N 00°05'19" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 19 AND 30, A DISTANCE OF 968.85 FEET; THENCE N 89°00'18" E, A DISTANCE OF 780.76 FEET TO A POINT ON THE EAST BOUNDARY OF SAID TRACT 20; THENCE N 00°06'28" W, ALONG THE EAST BOUNDARY OF SAID TRACT 20, A DISTANCE OF 322.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°58'52" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 21 THROUGH 24 AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1301.50 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 01°01'03" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 31.84 FEET; THENCE S 89°13'55" W, A DISTANCE OF 383.17 FEET; THENCE S 00°07'48" E, A DISTANCE OF 613.85 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 23; THENCE N 89°09'08" E, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 23 AND 24, A DISTANCE OF 392.58 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°01'28" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.85 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID VACATED 30.00 FOOT ROAD; THENCE S 00°05'26" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 59.98 FEET; TO THE POINT OF BEGINNING. THE ABOVE PARCEL CONTAINING 3,147,981 SQUARE FEET, OR 72.27 ACRES, MORE OR LESS.

PARCEL F

A PORTION OF TRACTS 30 THROUGH 32 OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 30 AND PROCEED N 00°06'45" E, ALONG THE WEST BOUNDARY OF THE NORTHEAST ¼ OF SAID SECTION 30, A DISTANCE OF 18.24 FEET; THENCE N 89°43'18" E, A DISTANCE OF 24.13 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE N 00°26'25" W, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.49 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT 32; THENCE N 88°41'30" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 970.79 FEET TO THE NORTHEAST CORNER OF SAID TRACT 30; THENCE S 00°04'16" E, ALONG THE EAST BOUNDARY OF SAID TRACT 30, A DISTANCE OF 643.81 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 30; THENCE S 88°53'02" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 966.59 FEET TO THE POINT OF BEGINNING.

WYNNSTONE PARCELS

A PORTION OF LAND IN THE WEST 1/2 OF SECTION 19 AND THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SUNSET RIDGE PHASE 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 126, PAGES 36 THROUGH 41, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SUNSET RIDGE PHASE 2, THE FOLLOWING THREE (3) COURSES: 1) N 89°10'03" E A DISTANCE OF 1061.38 FEET: 2) S 00°10'59" E A DISTANCE OF 150.01 FEET; 3) N 89°06'55" E A DISTANCE OF 458.47 FEET TO THE NORTHWEST CORNER OF PART 1 OF NATURES PRESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 162, PAGES 47 THROUGH 49, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF, S 00°20'04" E A DISTANCE OF 675.94 FEET; THENCE N 89°07'01" E A DISTANCE OF 662.09 FEET TO THE NORTHWEST CORNER OF PART 2, OF SAID NATURES PRESERVE PHASE 1, THENCE ALONG SAID WESTERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF, S 00°21'36" E A DISTANCE OF 1292.86 FEET; THENCE S 89°03'33" W A DISTANCE OF 331.34 FEET: THENCE S 00°20'54" E A DISTANCE OF 1326.13 FEET; THENCE S 89°06'36" W A DISTANCE OF 331.55 FEET: THENCE S 00°20'19" E A DISTANCE OF 1325.84 FEET; THENCE S 00°12'46" E A DISTANCE OF 30.00 FEET: THENCE S 00°05'13" E A DISTANCE OF 645.14 FEET; THENCE S 89°05'30" W A DISTANCE OF 779.49 FEET: THENCE N 00°06'38" E A DISTANCE OF 676.07 FEET; THENCE S 89°09'38" W A DISTANCE OF 764.88 FEET: THENCE N 00°03'41" W A DISTANCE OF 2619.11 FEET; THENCE N 00°04'02" W A DISTANCE OF 30.01 FEET: THENCE N 00°04'22" W A DISTANCE OF 2122.10 FEET TO THE POINT OF BEGINNING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESS OUT

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

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

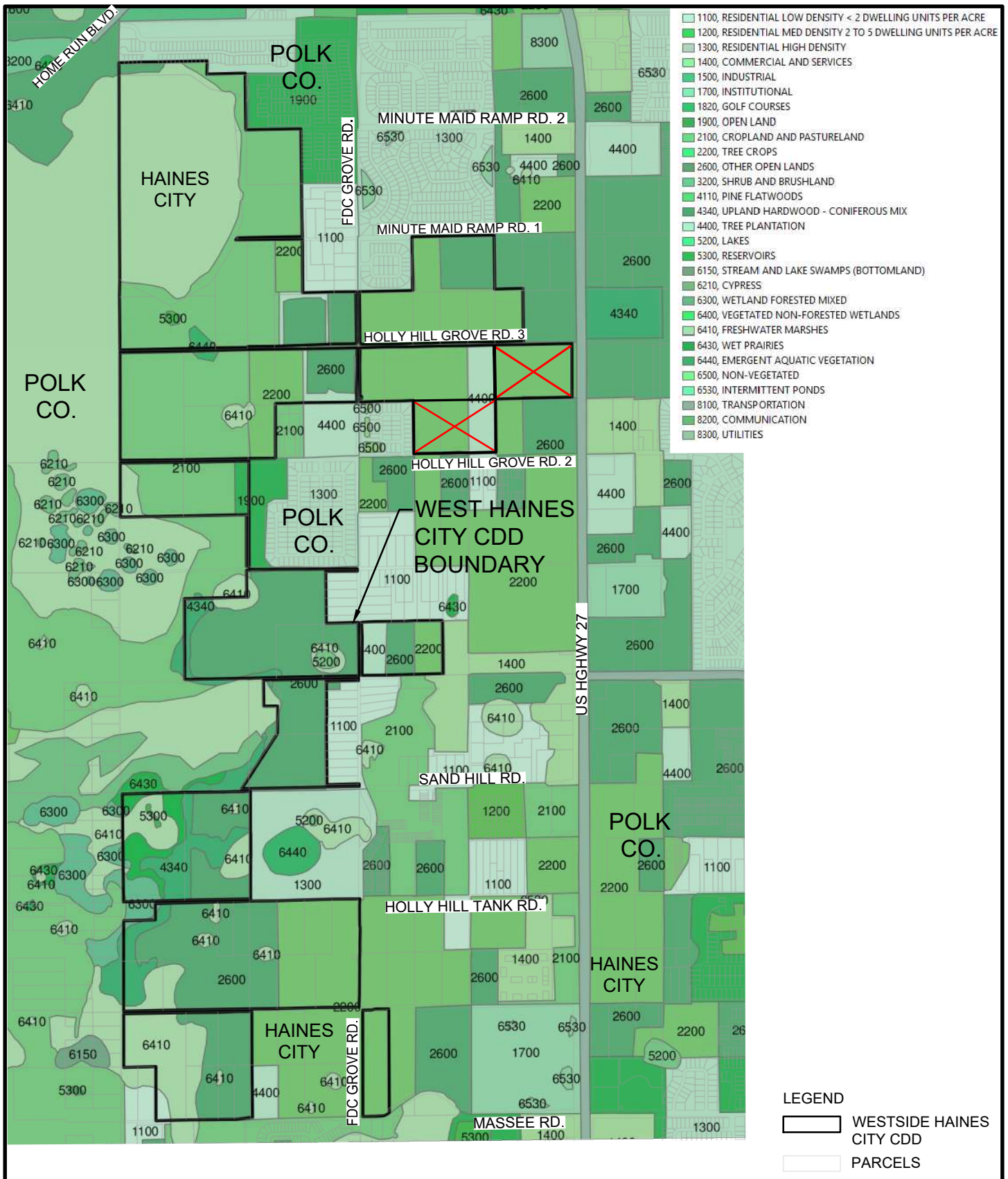
LESS OUT

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

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 28, RUN THENCE ALONG THE EAST BOUNDARY THEREOF, S.00°18'30"E., A DISTANCE OF 636.29 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILL

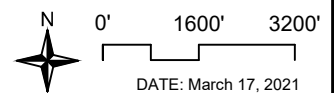
GROVE ROAD 2, PER MAP BOOK 22, PAGES 1 THROUGH 7, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) S.88°40'49"W., A DISTANCE OF 13.76 FEET; 2) S.87°34'32"W., A DISTANCE OF 110.73 FEET; 3) S.87°59'33"W., A DISTANCE OF 207.44 FEET; 4) N.87°51'09"W., A DISTANCE OF 118.81 FEET; 5) S.88°50'51"W., A DISTANCE OF 326.26 FEET; 6) S.89°40'20"W., A DISTANCE OF 202.13 FEET; 7) S.88°29'07"W., A DISTANCE OF 12.51 FEET TO THE SOUTHEAST CORNER OF COUNTRY WALK ESTATES, AS RECORDED IN PLAT BOOK 155, PAGES 37 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY, OF SAID COUNTY WALK ESTATES N.00°21'09"W., A DISTANCE OF 631.43 FEET; THENCE N.88°48'08"E., A DISTANCE OF 991.93 FEET TO THE POINT OF BEGINNING.
CONTAINING 14.481 ACRES, MORE OR LESS.

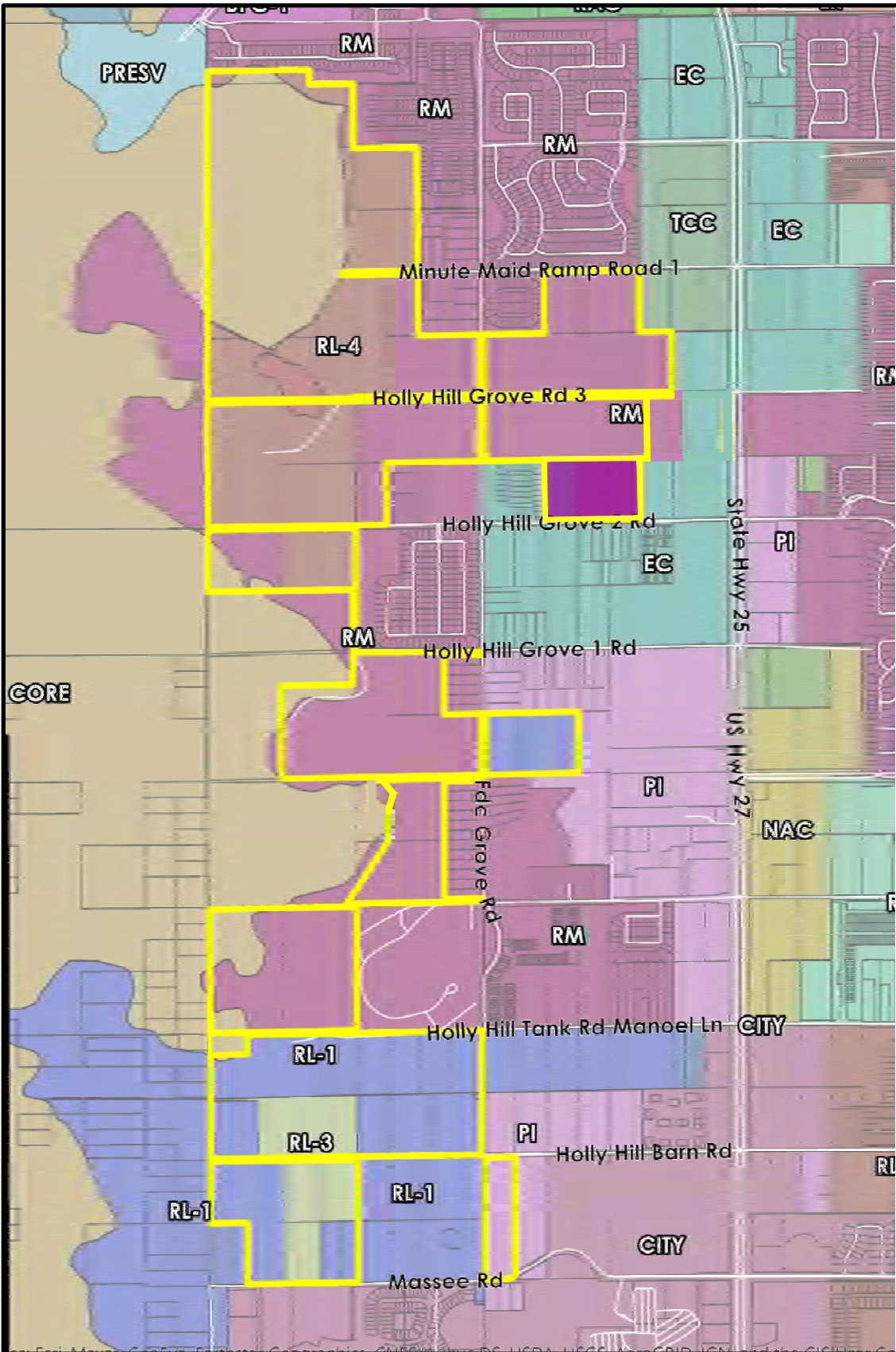
ALTOGETHER CONTAINING 595.10± ACRES



SECTS 19, 30 & 31,
T26S, R27E

EXHIBIT 4 - EXSITING LAND USE WESTSIDE HAINES CITY CDD





POLK COUNTY - FUTURE LAND USE

- BPC-1
- BPC-2
- CITY
- CORE
- EC
- INST-1
- LAKES
- LCC
- LR
- NAC
- PI
- PRESV
- RAC
- RH
- RL-1
- RL-3
- RL-4
- RM

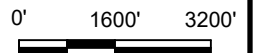
LEGEND

- WESTSIDE HAINES CITY CDD
- CDD CONTRACTION

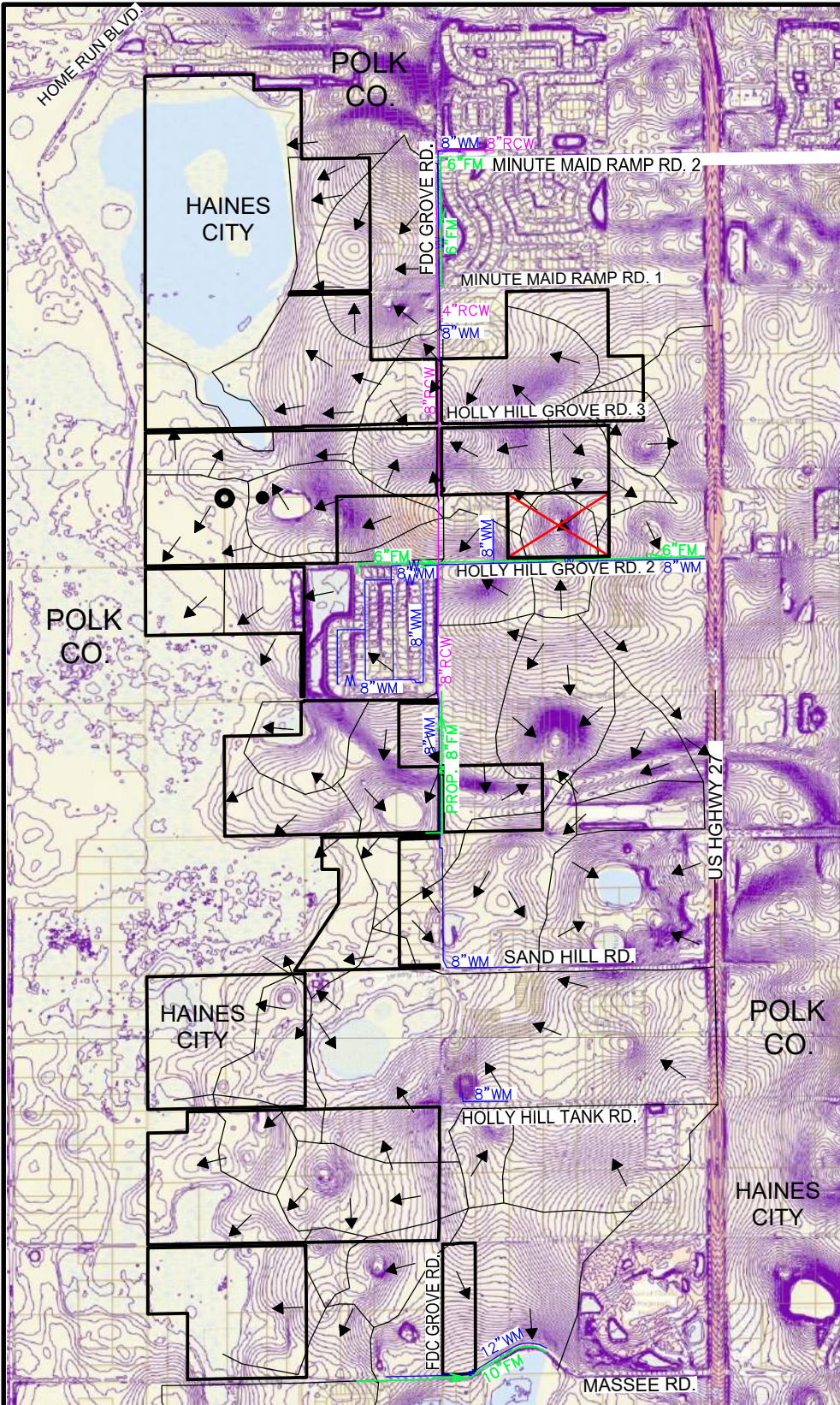
SECTS 19, 30 & 31,
T26S, R27E

EXHIBIT 5 - FUTURE LAND USE WESTSIDE HAINES CITY CDD








APPROX. CDD BOUNDARY
AREA 595.10± AC.



7/10/23



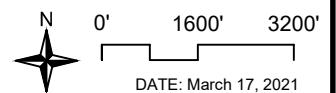
LEGEND

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

NOTE:
CONTOUR INFORMATION PER POLK COUNTY LIDAR GIS DATABASE.

SECTS 19, 30 & 31,
T26S, R27E

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



DATE: March 17, 2021

**EXHIBIT 7
COST ESTIMATE**

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 1A (482 LOTS) 2024-2025	PHASE 1B (44 LOTS) 2024-2025	PHASE 2 (271 LOTS) 2025-2026	
Assessment	1	2	2	2	1	1	2	2	2	3	
Offsite Improvements(1)(5)(7)(11)	\$970,000	\$200,000	\$0	\$250,000	\$4,000,000	\$500,000	\$1,011,097	\$7,266,122	\$663,297	\$2,147,007	\$17,007,523
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	\$4,048,597	\$3,852,613	\$351,691	\$3,542,562	\$23,413,230
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	\$3,848,597	\$3,753,053	\$342,602	\$3,456,681	\$22,171,083
Roadway (1)(4)(5)(7)	\$560,790	\$481,740	\$638,213	\$1,957,234	\$1,365,625	\$265,000	\$2,377,222	\$1,747,617	\$159,533	\$2,061,127	\$11,614,101
Entry Feature (1)(7)(8)911)	\$100,000	\$0	\$200,000	\$125,000	\$750,000	\$0	\$461,097	\$865,794	\$79,035	\$214,701	\$2,795,627
Parks and Amenities (1)(7)(11)	\$1,000,000	\$0	\$0	\$1,250,000	\$1,750,000	\$0	\$961,097	\$2,999,236	\$273,789	\$429,401	\$8,663,523
Subtotal	\$5,085,000	\$2,790,000	\$3,631,251	\$12,147,768	\$13,432,500	\$1,665,000	\$12,707,707	\$20,484,435	\$1,869,947	\$11,851,479	\$85,665,087
Professional Fees (10%)	\$508,500.0	\$279,000.0	\$363,125.1	\$1,214,776.8	\$1,343,250.0	\$166,500.0	\$1,270,770.7	\$2,048,443.5	\$186,994.7	\$1,185,147.9	\$8,566,508.7
Subtotal	\$5,593,500	\$3,069,000	\$3,994,376	\$13,362,545	\$14,775,750	\$1,831,500	\$13,978,478	\$22,532,879	\$2,056,942	\$13,036,627	\$94,231,596
Contingency (10%)	\$559,350.0	\$306,900.0	\$399,437.6	\$1,336,254.5	\$1,477,575.0	\$183,150.0	\$1,397,847.8	\$2,253,287.9	\$205,694.2	\$1,303,662.7	\$9,423,159.6
Total	\$6,152,850	\$3,375,900	\$4,393,814	\$14,698,799	\$16,253,325	\$2,014,650	\$15,376,325	\$24,786,166	\$2,262,636	\$14,340,290	\$103,654,755

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 buffer 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).

EXHIBIT 8 SUMMARY OF PROPOSED DISTRICT FACILITIES

DISTRICT INFRASTRUCTURE	CONSTRUCTION	OWNERSHIP	CAPITAL FINANCING*	OPERATION AND MAINTENANCE
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	Polk County****	District Bonds	Polk County****
Street Lighting/Conduit	District	Duke/District**	District Bonds	Duke/District***
Road Construction	District	District	District Bonds	District
Parks & Amenities	District	District	District Bonds	District
Offsite Improvements	District	Polk County	District Bonds	Polk County

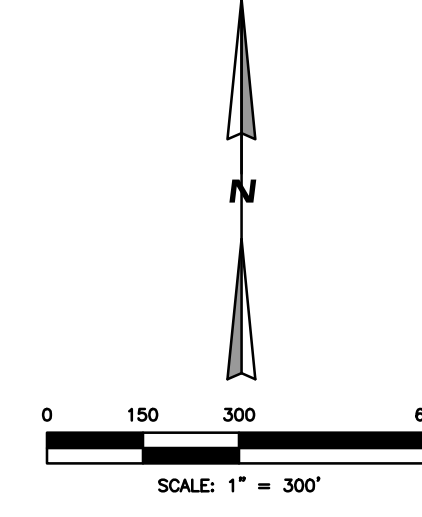
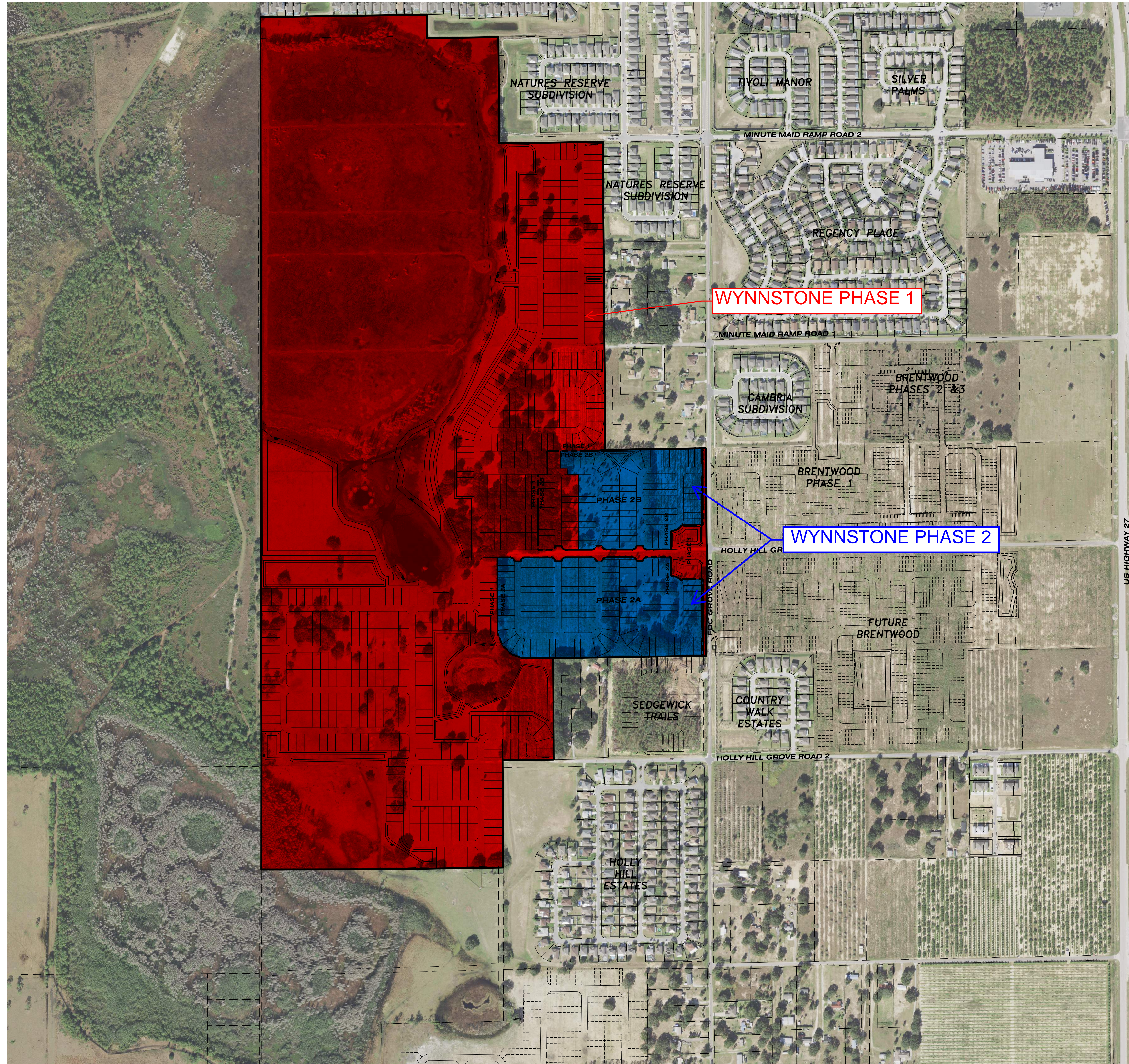
*Costs not funded by bonds will be funded by the developer

** District will fund incremental cost of undergrounding of electrical conduit

***District will fund street lighting maintenance services with funds other than tax-exempt bonds

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

P:\0009-10 Wynnstone\Wynnstone ST\DWG\Construction\GR-101.dwg (ASP) jpmh Aug 04, 2023 1:01:46pm



NOTE:
 THIS EXHIBIT WAS PREPARED FOR ILLUSTRATIVE PURPOSES ONLY. THE LATEST AVAILABLE DIGITAL AERIAL FILES HAVE BEEN USED. HOWEVER, THIS MAY NOT ACCURATELY DEPICT CURRENT SITE CONDITIONS. ADDITIONAL ENGINEERING, ENVIRONMENTAL REVIEWS, FIELD SURVEYING AND DATA COLLECTION ARE NECESSARY TO CORRECTLY PORTRAY ACTUAL SITE CONDITIONS. THIS EXHIBIT IS SUBJECT TO CHANGE WITHOUT NOTICE BASED ON THE ABOVE.

ABSOLUTE ENGINEERING, INC.
 1000 N. ASHLEY DRIVE, SUITE 825
 TAMPA, FLORIDA 33602
 C.A. NO. 28858
 (813) 544-0100 FAX
 (813) 291-1516 TEL

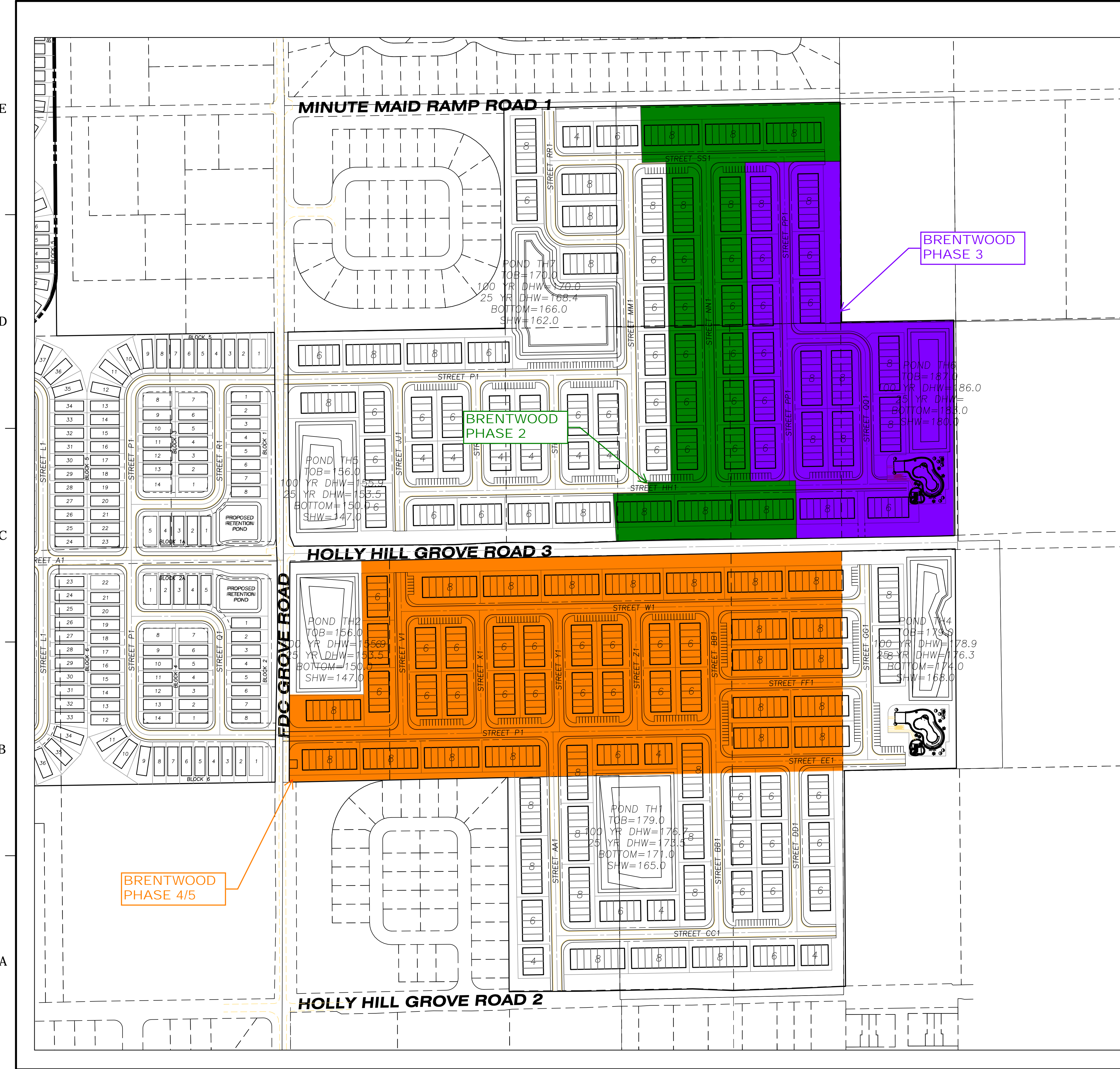
AERIAL SITE PLAN
WYNNSTONE SINGLE FAMILY SUBDIVISION
FDC GROVE ROAD
POLK COUNTY, FLORIDA

NO.	DATE	REVISION

BY SHEET TITLE:
 DATE: **05-02-2023**
 SEC TWP RING: **19_30/26S/27E**
 JOB #: **A22-0041-0041**
 DRAWN BY: **JMH** CHECKED BY: **WERTZ**
 DATE OF PHOTO: **2020**
 August 4, 2023

EXHIBIT 9

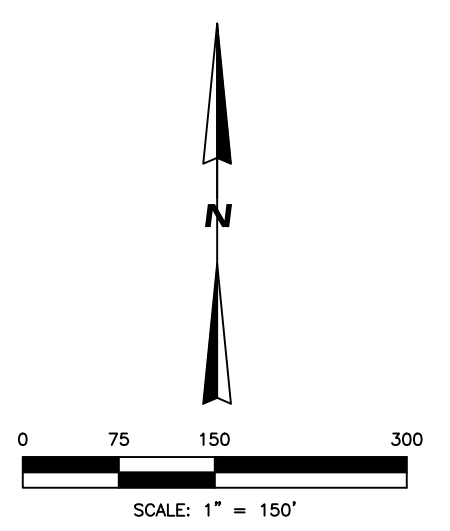
1 2 3 4 5



E
D
C
B
A



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



LEGEND

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

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

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

WESTSIDE HAINES CITY CDD
HAINES CITY, FL

SEAL

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION

REVISIONS

DRAWN BY: MJB

APPROVED BY: RM

CHECKED BY: RM

DATE: 03/22/21

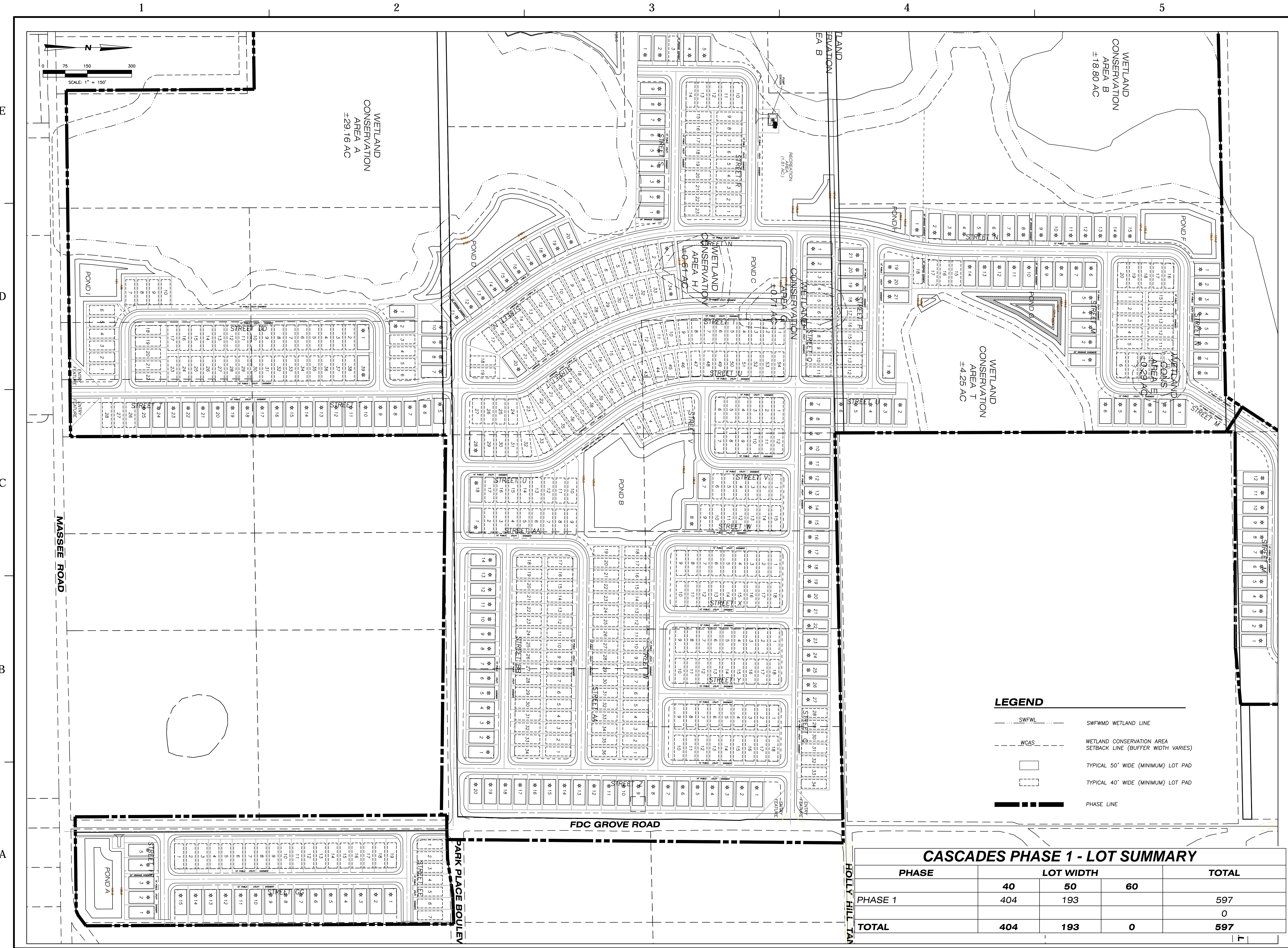
TITLE

BRENTWOOD

PROJECT NO. 50137547

SHEET NO.

EXHIBIT 9



CASCADES PHASE 1 - LOT SUMMARY				
PHASE	LOT WIDTH			TOTAL
	40	50	60	
PHASE 1	404	193		597
			0	
TOTAL	404	193	0	597

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

WESTSIDE HAINES
 CITY CDD
 HAINES CITY, FL

SEAL

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION

REVISIONS

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

CASCADES PHASE 1

PROJECT NO. 50137547

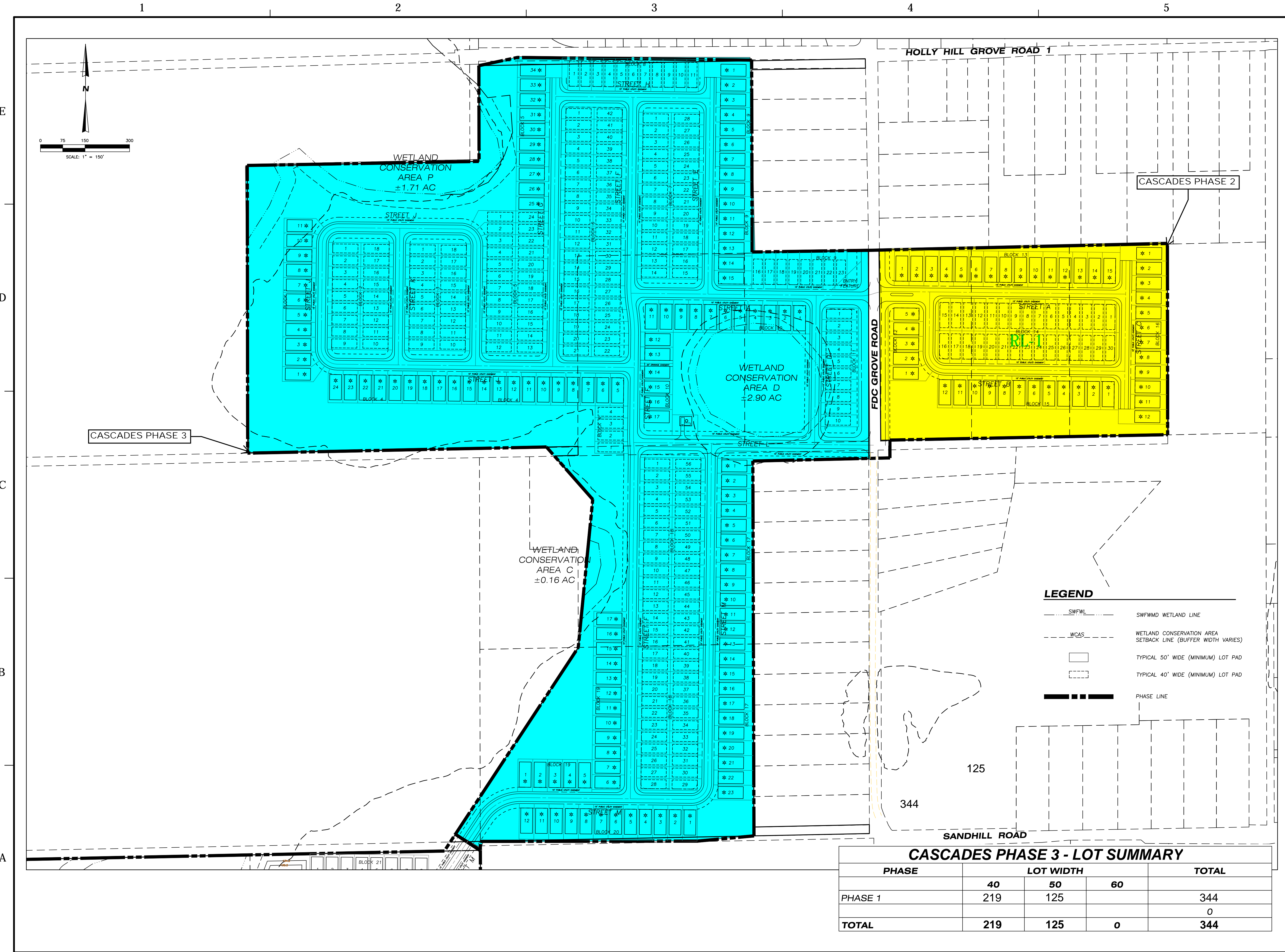
SHEET NO.

EXHIBIT 9



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

WESTSIDE HAINES
CITY CDD
HAINES CITY, FL



SEAL

KEY PLAN

SCALE NORTH

LEGEND

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

NO.	DATE	BY	DESCRIPTION

REVISIONS

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

TITLE
CASCADES PHASES 2 & 3

PROJECT NO. 50137547

SHEET NO.

CASCADES PHASE 3 - LOT SUMMARY

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

**MASTER
ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO**

FOR

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT DISTRICT**

Date: March 18, 2024

Prepared by

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

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

1.0 Introduction

The Westside Haines City Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District plans to issue approximately \$85,935,000 of tax-exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain Assessment Area Two infrastructure improvements (“Assessment Area Two Capital Improvement Plan” or “AA2 CIP”) within the District more specifically described in the Second Amended & Restated Engineer’s Report dated March 18, 2024, prepared by Dewberry Engineers Inc., Brentwood – Phases 2, 3, 4 and 5, Cascades - Phase 3, and Wynnstone - Phase 1 (collectively known as “Assessment Area Two”) as described on Composite Exhibit 7, as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of infrastructure improvements that benefit property owners within Assessment Area Two of the District.

1.1 Purpose

This Master Assessment Methodology Report for Assessment Area Two (the “Assessment Report”) provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within Assessment Area Two within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the AA2 CIP. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to levy, impose and collect non ad valorem special assessments (“Special Assessments”) on the benefited lands within Assessment Area Two within the District securing repayment of the Bonds based on this Assessment Report. It is anticipated that all of the proposed Special Assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District including those for maintenance and operation of the Bonds, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 595.10 acres located within Haines City, Florida. Assessment Area Two consists of approximately 342.68 acres of the District. The development program for Assessment Area Two of the District currently envisions 1,406 residential units. The proposed development program is depicted in

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

The improvements contemplated by the District in the AA2 CIP will provide facilities that benefit certain property within Assessment Area Two of the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management, utilities (water, sewer, & streetlighting), roadway, entry feature, parks & amenities, and contingency. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the AA2 CIP.
2. The District Engineer determines the assessable acres that benefit from the District's AA2 CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the AA2 CIP.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number and type of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property within Assessment Area Two of the District, different in kind and degree, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within Assessment Area Two of the District. The implementation of the AA2 CIP enables properties within the boundaries of Assessment Area Two within the District to be developed. Without the District's AA2 CIP, there would be no infrastructure to support development of land within Assessment Area Two of the District. Without these improvements, development of the property within Assessment Area Two of the District would be prohibited by law.

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

therefore receiving special benefits not received by the general public and those outside Assessment Area Two of the District’s boundaries.

1.4 Requirements of a Valid Assessment Methodology

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

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

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

1.5 Special Benefits Will Equal or Exceed the Costs Allocated

The special benefits provided to the property within Assessment Area Two of the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District’s AA2 CIP that is necessary to support full development of property within Assessment Area Two of the District will cost approximately \$64,893,640. The District’s Underwriter projects that financing costs required to fund a portion of the AA2 CIP costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be \$85,935,000. Without the AA2 CIP, the property within Assessment Area Two of the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District plans to issue approximately \$85,935,000 in Bonds in one or more series to fund a portion of the District’s AA2 CIP, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$85,935,000 in debt to the properties within Assessment Area Two of the District benefiting from the AA2 CIP. This report will be supplemented to reflect actual bond terms.

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

commissioned an Engineer's Report that includes estimated construction costs for the AA2 CIP needed to support the development; these construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$64,893,640. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for a portion of the AA2 CIP and related costs is estimated to total \$85,935,000. Table 3 shows the breakdown of the Bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for Assessment Area Two of the District is completed. Until the platting process occurs, the AA2 CIP funded by District Bonds will benefit all acres within Assessment Area Two of the District.

The initial assessments will be levied on an equal basis to all gross acreage within Assessment Area Two of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all the lands within Assessment Area Two of the District are benefiting from the AA2 CIP. If any parcel, or part thereof, is sold to a builder or other third party prior to platting, the assessments will be allocated to such parcel of land based on the development plan associated with that parcel, or part thereof. The owner of that parcel, or part thereof, would be responsible for any true-up payment due in accordance with Section 3.0.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the assigned properties within Assessment Area Two of the District, which are the beneficiaries of the AA2 CIP, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. This is reflected on Table 5. Based on the product type and number of units anticipated to absorb a certain amount of the Bond principal, it is estimated that the CDD will recognize a developer contribution equal to \$10,115,000 in eligible infrastructure.

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

2.3 Allocation of Benefit

The AA2 CIP consists of offsite improvements, stormwater management, utilities (water, sewer, & streetlighting), roadway, entry feature, parks & amenities, and contingency. There are three product types within the planned development. The single-family 40' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the product type. It is important to note that the benefit derived from the AA2 CIP on a particular unit will exceed the cost that the unit will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed AA2 CIP will provide several types of systems, facilities and services for its residents. These offsite improvements, stormwater management, utilities (water, sewer, & streetlighting), roadway, entry feature, parks & amenities, and contingency. The benefit from the AA2 CIP accrues in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of improvements to the assigned properties.

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

For the provision of the AA2 CIP, the special and peculiar benefits are:

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

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

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

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

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of AA2 CIP have been apportioned to the property within Assessment Area Two of the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of Assessment Area Two of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated assigned properties are built and sold as planned, and the entire proposed AA2 CIP is constructed.

3.0 True Up Mechanism

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

outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

The District will initially distribute the Special Assessments across the property within Assessment Area Two of the District on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in Assessment Area Two of the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

**TABLE 1
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO**

Land Use*	Brentwood Phase 2	Brentwood Phase 3	Brentwood Phase 4&5	Cascades Phase 3	Wynnstone Phase 1A	Wynnstone Phase 1B	Total Units	ERUs per Unit (1)	Total ERUs
Townhome	124	122	290	0	0	0	536	0.75	402.00
Single Family 40'	0	0	0	219	239	34	492	1.00	492.00
Single Family 50'	0	0	0	125	243	10	378	1.25	472.50
Total Units	124	122	290	344	482	44	1,406		1,366.50

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a Single Family 40' lot at 1 ERU

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

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

Assessment Area Two Capital Improvement Plan ("AA2 CIP")	Brentwood - Phase 2	Brentwood - Phase 3	Brentwood - Phase 4&5	Cascades - Phase 3	Wynnstone - Phase 1A	Wynnstone - Phase 1B	Total Cost Estimate
Offsite Improvements	\$ 200,000	\$ -	\$ 250,000	\$ 1,011,097	\$ 7,266,122	\$ 663,297	\$ 9,390,516
Stormwater Management	\$ 1,103,340	\$ 1,461,713	\$ 4,482,699	\$ 4,048,597	\$ 3,852,613	\$ 351,691	\$ 15,300,653
Utilities (Water, Sewer, & Street lighting)	\$ 1,004,920	\$ 1,331,325	\$ 4,082,835	\$ 3,848,597	\$ 3,753,053	\$ 342,602	\$ 14,363,332
Roadway	\$ 481,740	\$ 638,213	\$ 1,957,234	\$ 2,377,222	\$ 1,747,617	\$ 159,533	\$ 7,361,559
Entry Feature	\$ -	\$ 200,000	\$ 125,000	\$ 461,097	\$ 865,794	\$ 79,035	\$ 1,730,926
Parks & Amenities	\$ -	\$ -	\$ 1,250,000	\$ 961,097	\$ 2,999,236	\$ 273,789	\$ 5,484,122
Professional Fees	\$ 279,000	\$ 363,125	\$ 1,214,777	\$ 1,270,771	\$ 2,048,444	\$ 186,995	\$ 5,363,111
Contingency	\$ 306,900	\$ 399,438	\$ 1,336,254	\$ 1,397,848	\$ 2,253,288	\$ 205,694	\$ 5,899,422
	\$ 3,375,900	\$ 4,393,813	\$14,698,799	\$ 15,376,327	\$ 24,786,166	\$ 2,262,636	\$ 64,893,640

(1) A detailed description of these improvements is provided in the Second Amended & Restated Engineer's Report dated March 18, 2024.

Prepared by: Governmental Management Services - Central Florida, LLC

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

Bond Sizing

Description	Total
Sources	
Par	\$ 85,935,000 *
Total Sources	\$ 85,935,000
Uses	
Construction Funds	\$ 64,893,640
Debt Service Reserve	\$ 6,489,364
Capitalized Interest	\$ 12,030,900
Underwriters Discount	\$ 1,718,700
Cost of Issuance	\$ 800,000
Rounding	\$ 2,396
Total Uses	\$ 85,935,000

Bond Assumptions:

Average Coupon	7.00%
Amortization	30 Years
Capitalized Interest	24 Months
Debt Service Reserve	MADS
Underwriters Discount	2%

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Townhome	536	0.75	402.00	29.42%	\$ 19,090,555	\$ 35,617
Single Family 40'	492	1.00	492.00	36.00%	\$ 23,364,560	\$ 47,489
Single Family 50'	378	1.25	472.50	34.58%	\$ 22,438,525	\$ 59,361
	1,406		1,366.50	100.00%	\$ 64,893,640	

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

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

Land Use	No. of Units *	Total Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Townhome	536	\$ 19,090,555	\$ 25,280,549	\$ 47,165
Single Family 40'	492	\$ 23,364,560	\$ 30,940,373	\$ 62,887
Single Family 50'	378	\$ 22,438,525	\$ 29,714,078	\$ 78,609
	1,406	\$ 64,893,640	\$ 85,935,000	

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

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

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Townhome	536	\$ 25,280,548.85	\$ 47,165.20	\$ 1,909,055.48	\$ 3,561.67	\$ 3,829.75
Single Family 40'	492	\$ 30,940,373.22	\$ 62,886.94	\$ 2,336,455.97	\$ 4,748.89	\$ 5,106.34
Single Family 50'	378	\$ 29,714,077.94	\$ 78,608.67	\$ 2,243,852.53	\$ 5,936.12	\$ 6,382.92
	1,406	\$ 85,935,000.00		\$ 6,489,364		

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

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

TABLE 7
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
GLK REAL ESTATE LLC	272630708000040131	0.18	\$ 250,777	\$ 45,140	\$ 3,409	\$ 3,665
KL LB BUY 2 LLC	272619705015002280**	0.74	\$ 250,777	\$ 185,575	\$ 14,014	\$ 15,068
GLK REAL ESTATE LLC	272619705000020040	7.83	\$ 250,777	\$ 1,964,032	\$ 148,313	\$ 159,477
GLK REAL ESTATE LLC	272619705000020110	4.95	\$ 250,777	\$ 1,242,196	\$ 93,804	\$ 100,865
GLK REAL ESTATE LLC	272619705000020120	4.76	\$ 250,777	\$ 1,194,499	\$ 90,202	\$ 96,992
GLK REAL ESTATE LLC	272619705000020130	3.13	\$ 250,777	\$ 783,777	\$ 59,187	\$ 63,642
GLK REAL ESTATE LLC	272630707500040051	8.74	\$ 250,777	\$ 2,191,837	\$ 165,516	\$ 177,974
GLK REAL ESTATE LLC	272630708000030191	36.43	\$ 250,777	\$ 9,136,190	\$ 689,918	\$ 741,847
GLK REAL ESTATE LLC	272630708000030250	6.14	\$ 250,777	\$ 1,540,922	\$ 116,362	\$ 125,121
GLK REAL ESTATE LLC	272630708000030261	8.29	\$ 250,777	\$ 2,078,461	\$ 156,955	\$ 168,768
GLK REAL ESTATE LLC	272630708000040097	12.06	\$ 250,777	\$ 3,023,688	\$ 228,333	\$ 245,520
KL LB BUY 2 LLC	272619705000020220	1.05	\$ 250,777	\$ 263,315	\$ 19,884	\$ 21,381
KL LB BUY 2 LLC	272619705000020210	4.80	\$ 250,777	\$ 1,203,727	\$ 90,899	\$ 97,741
KL LB BUY 2 LLC	272619705000020180	13.80	\$ 250,777	\$ 3,460,716	\$ 261,335	\$ 281,006
KL LB BUY 2 LLC	272619705000020171	2.69	\$ 250,777	\$ 674,589	\$ 50,941	\$ 54,776
GLK REAL ESTATE LLC	272619705000040280	4.82	\$ 250,777	\$ 1,208,743	\$ 91,278	\$ 98,148
GLK REAL ESTATE LLC	272630708000030030	11.55	\$ 250,777	\$ 2,896,469	\$ 218,726	\$ 235,190
GLK REAL ESTATE LLC	272630708000030010	11.35	\$ 250,777	\$ 2,846,314	\$ 214,939	\$ 231,117
GLK REAL ESTATE LLC	272619705000040290	11.48	\$ 250,777	\$ 2,878,915	\$ 217,401	\$ 233,764
GLK REAL ESTATE LLC	272619705000040170	22.91	\$ 250,777	\$ 5,745,290	\$ 433,854	\$ 466,510
GLK REAL ESTATE LLC	272619705000040190	11.47	\$ 250,777	\$ 2,876,407	\$ 217,211	\$ 233,561

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
GLK REAL ESTATE LLC	272619704500040141	16.53	\$ 250,777	\$ 4,145,336	\$ 313,034	\$ 336,596
GLK REAL ESTATE LLC	272619704500040041	10.20	\$ 250,777	\$ 2,557,921	\$ 193,161	\$ 207,700
GLK REAL ESTATE LLC	272619705000040050	9.51	\$ 250,777	\$ 2,384,885	\$ 180,094	\$ 193,650
GLK REAL ESTATE LLC	272619705000040060	5.03	\$ 250,777	\$ 1,261,406	\$ 95,255	\$ 102,425
GLK REAL ESTATE LLC	272619704500040011	1.69	\$ 250,777	\$ 423,812	\$ 32,004	\$ 34,413
GLK REAL ESTATE LLC	272619705000030171	81.07	\$ 250,777	\$ 20,330,454	\$ 1,535,250	\$ 1,650,807
GLK REAL ESTATE LLC	272619705000030201	12.52	\$ 250,777	\$ 3,139,722	\$ 237,095	\$ 254,941
GLK REAL ESTATE LLC	272619705000030210	9.81	\$ 250,777	\$ 2,460,118	\$ 185,775	\$ 199,758
GLK REAL ESTATE LLC	272619705000030012	7.14	\$ 250,777	\$ 1,790,544	\$ 135,213	\$ 145,390
Totals		342.68		\$ 85,935,000	\$ 6,489,364	\$ 6,977,811

Annual Assessment Periods	30 Years
Average Coupon Rate (%)	7.00%
Maximum Annual Debt Service	\$6,489,364

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

*See attached legal decsrrcription for Assessment Area Two

**Only a portion of this parcel representing 0.741 acres will be assessed

Prepared by: Governmental Management Services - Central Florida, LLC

EXHIBIT A

Legal Description of the Property

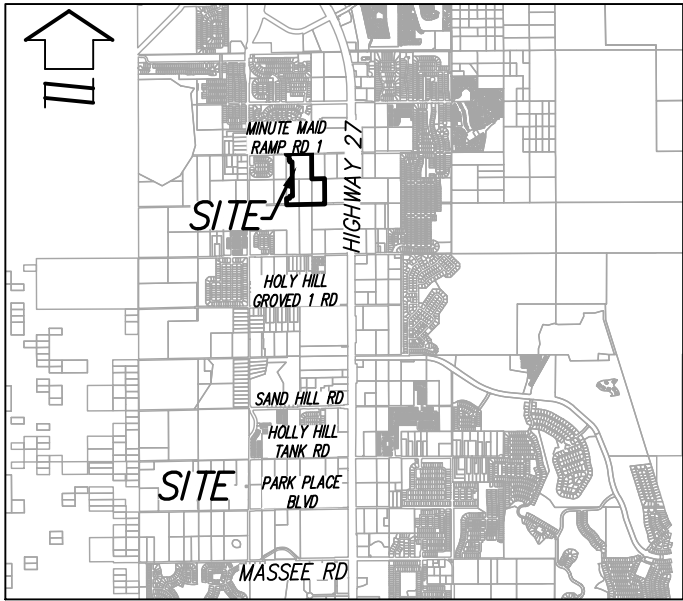
DESCRIPTION: A parcel of land lying in the Southeast 1/4 of Section 19, Township 26 South, Range 27 East, Polk County, Florida, being a portion of TRACTS 17 through 22, inclusive, of FLORIDA DEVELOPMENT COMPANY, as recorded in Plat Book 3, Pages 60 through 63, inclusive, of the Public Records of Polk County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 19, run thence along the East boundary thereof, N.00°17'10"W., a distance of 660.13 feet; thence along the South boundary of TRACTS 17 through 24, inclusive, of said FLORIDA DEVELOPMENT COMPANY, and the Easterly extension thereof, S.88°48'08"W., a distance of 925.72 feet, to the POINT OF BEGINNING; thence along the South boundary of the aforesaid TRACTS 17, through 22, inclusive, a portion of which also being the North boundary of COUNTRY WALK ESTATES, as recorded in Plat Book 155, Page 36 and 37, of the Public Records of Polk County, Florida, continue, S.88°48'08"W., a distance of 1701.37 feet to a point on the Easterly maintained right-of-way line of FDC ROAD GROVE; thence along said Easterly maintained right-of-way line, N.00°09'44"E., a distance of 648.42 feet to a point on the Southerly maintained right-of-way line of HOLLY HILL GROVE ROAD 3; thence along said Southerly maintained right-of-way line, N.88°51'21"E., a distance of 1695.95 feet; thence along the East boundary of the West 65.00 feet of the aforesaid TRACT 22, S.00°18'53"E., a distance of 646.73 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the right-of-way as set forth in Instrument Number 2010116489, LESS that portion described in that certain Quit Claim Deed in favor of Polk County, a political subdivision recorded in O.R. Book 12553, Page 349, all in Public Records of Polk County, Florida.

AND

LESS AND EXCEPT Tracts D-4 & D-5, BRENTWOOD TOWNHOMES PHASE 1, according to the map or plat thereof recorded in Plat Book 194, Page 16, Public Records of Polk County, Florida.



VICINITY MAP:
NOT TO SCALE

LEGEND:

PC	POINT OF CURVATURE	L	LENGTH
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	Δ	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION
PG(S)	PAGE(S)		

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS BEING N89°59'19"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. INFORMATION SHOWN HEREON ARE CALCULATED BASED ON RECORDED DEEDS RETRIEVED FROM THE POLK COUNTY PROPERTY APPRAISER WEBSITE, CERTIFIED CORNER RECORDS RETRIEVED FROM THE LABINS WEBSITE AND POLK COUNTY GIS. NO FIELD WORK WAS INVOLVED IN THE PREPARATION OF THIS SKETCH AND LEGAL.
6. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
7. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY HENRY A. KILBURN, PSM 6661, ON 11/28/2023 PER FAC 5J-17.062(2).

HENRY A. KILBURN DATE
 FLORIDA LICENSED SURVEYOR & MAPPER
 NO. LS 6661
 THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 4

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

**WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)**

SECTION 19,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

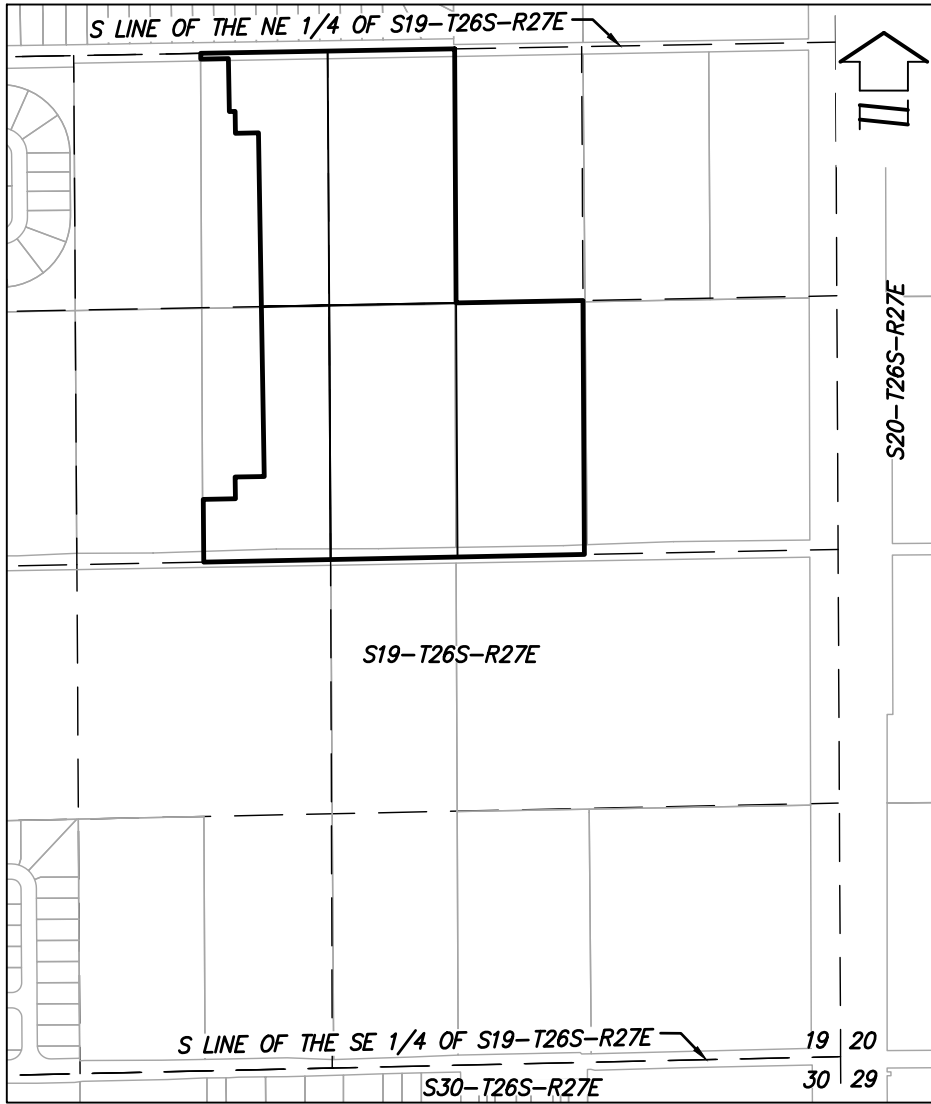
CH DEV LLC

DATE: 09/08/2023
 REV DATE:
 SCALE 1" = N/A

PROJ: 50142055
 DRAWN BY: WS
 CHECKED BY: HAK

Drawing name: C:\Users\wsamalot\AppData\Local\temp\AcPublish_17596\50151874_sursketch_Brentwood Ph 2-3.dwg DEW desc. & sketch Sheet 1 Nov 28, 2023 1:07pm by wsamalot

Drawing name: C:\Users\wsamalot\AppData\Local\Temp\AcPublish_17596\50151874_sursketch_Brentwood Ph 2-3.dwg DEW desc. & sketch Sheet 2 Nov 28, 2023 1:07pm by wsamalot



KEY MAP:
NOT TO SCALE

SHEET 2 OF 4

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)

SECTION 19,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

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PREPARED FOR:

CH DEV LLC

DATE: 11/15/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50142055
DRAWN BY: WS
CHECKED BY: HAK

LEGAL DESCRIPTION:

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.

SHEET 3 OF 4

(SEE SHEET 4 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

**WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)**

SECTION 19,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



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CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

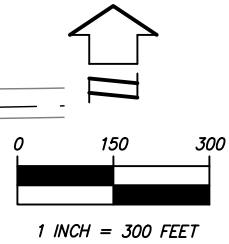
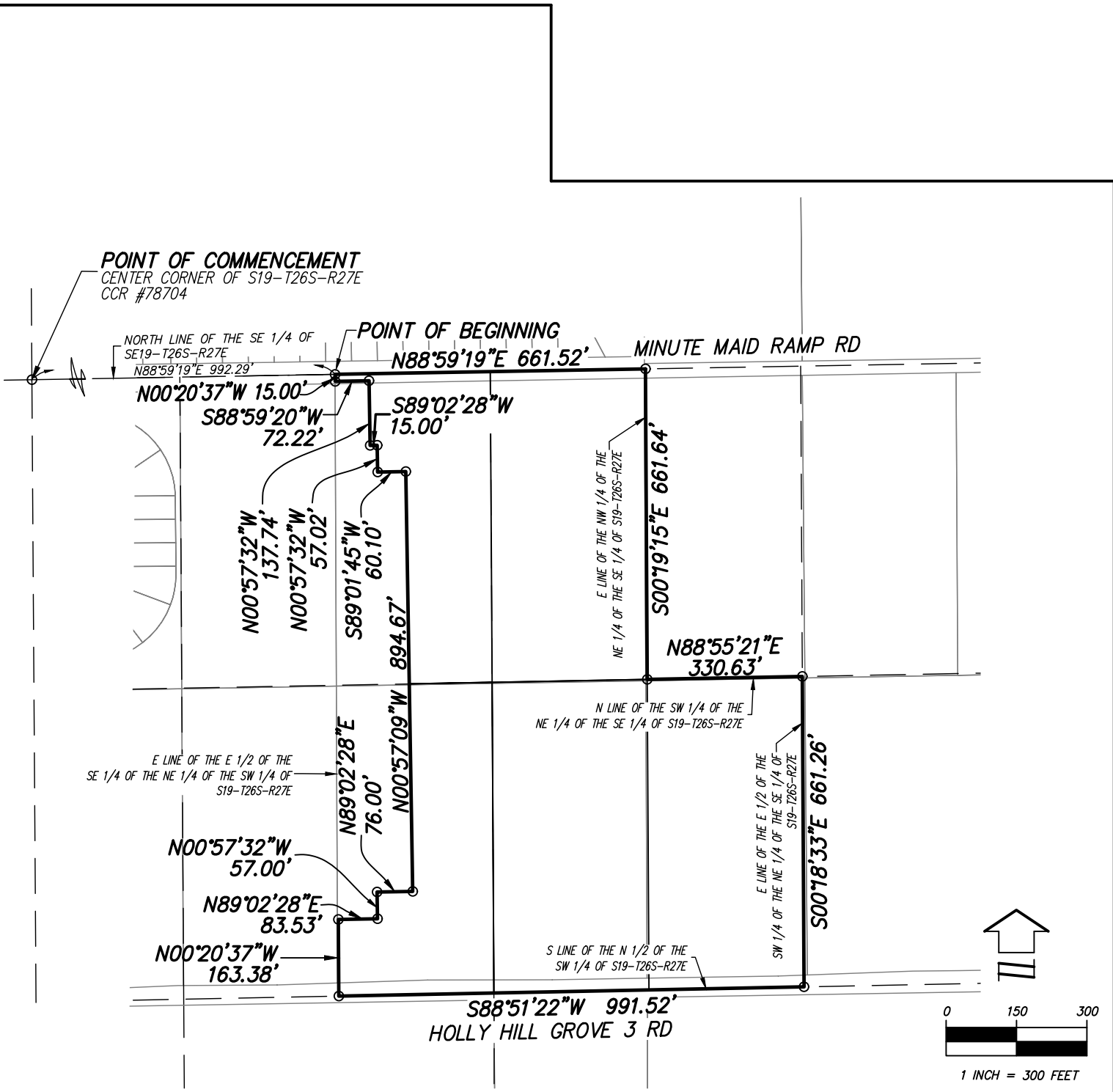
CH DEV LLC

DATE: 11/15/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50142055
DRAWN BY: WS
CHECKED BY: HAK

Drawing name: C:\Users\wsamalot\AppData\Local\temp\AcPublish_17596\50151874_sursketch_Brentwood Ph 2-3.dwg DEW desc. & sketch Sheet 3 Nov 28, 2023 1:07pm by wsamalot

Drawing name: C:\Users\wsamalot\AppData\Local\Temp\AcPublish_17596\50151874_sursketch_Brentwood Ph 2-3.dwg DEW desc. & sketch Sheet 4 Nov 28, 2023 1:07pm by wsamalot




SHEET 4 OF 4

(SEE SHEET 3 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 -OF-
WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)
 SECTION 19,
 TOWNSHIP 28 SOUTH, RANGE 27 EAST
 POLK COUNTY FLORIDA

 **Dewberry**
 131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
CH DEV LLC
 DATE: 11/15/2023
 REV DATE:
 SCALE 1" = 300'
 PROJ: 50142055
 DRAWN BY: WS
 CHECKED BY: HAK

Description Sketch

(Not A Survey)

DESCRIPTION:

A portion of TRACTS D-4 and D-5 of BBRENTWOOD TOWNHOMES PHASE I, according to the plat thereof as recorded in Plat Book 194, Pages 16 through 19 of the public records of Polk County, Florida said parcel of land lying in Section 19, Township 26 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

BEGIN at the Northeast corner of said TRACT D-4, run thence along the South boundary of said BRENTWOOD TOWNHOMES PHASE I the following two (2) courses: (1) S.00°57'32"E., a distance of 38.88 feet; (2) S.89°01'45"W., a distance of 744.99 feet; thence N.00°58'18"W., a distance of 57.46 feet; thence N.89°02'28"E., a distance of 135.00 feet; thence S.00°57'32"E., a distance of 17.44 feet; thence N.89°02'28"E., a distance of 916.33 feet to a point on aforesaid South boundary; thence along said South boundary, S.88°51'21"W., a distance of 306.33 feet to the **POINT OF BEGINNING**.

Containing 0.741 acres, more or less.

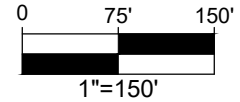
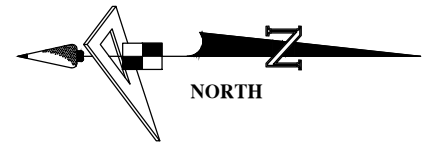
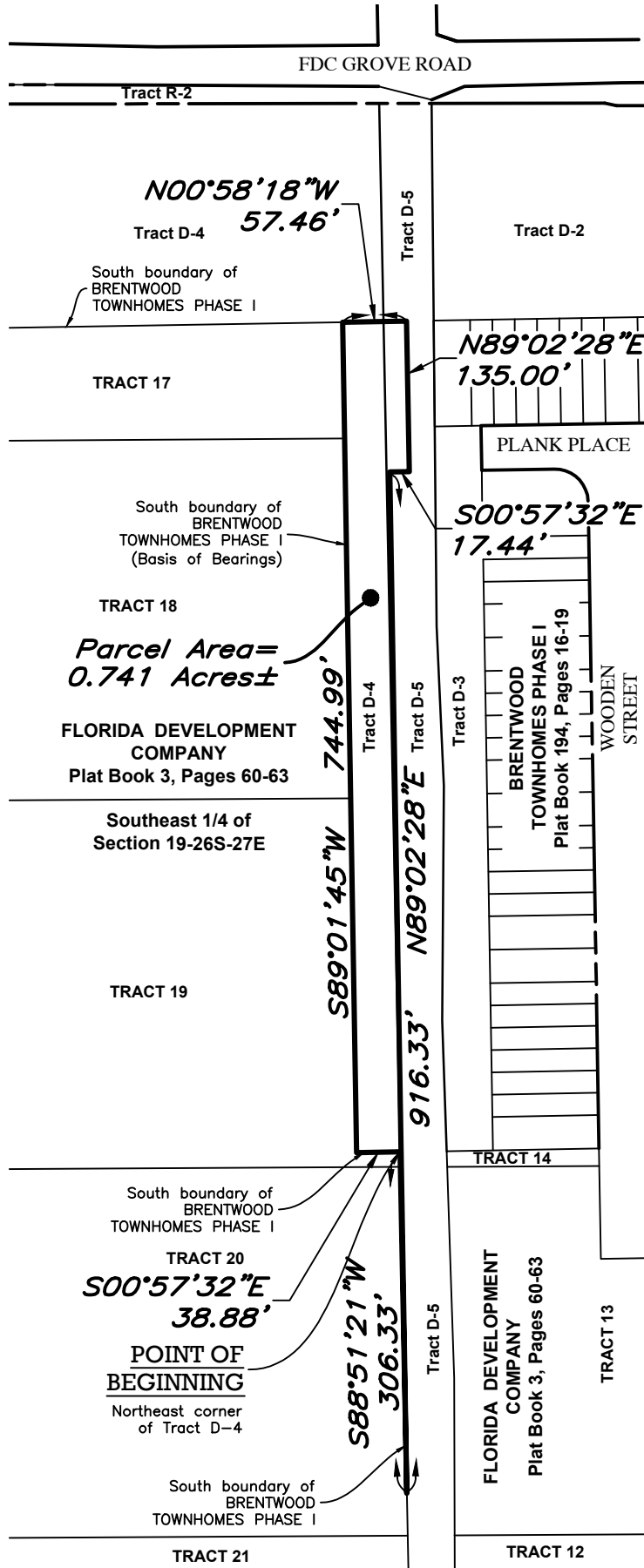
SURVEYOR'S NOTES:

- 1) Bearings shown hereon are based on the South boundary of the of BRENTWOOD TOWNHOMES PHASE I, according to the plat thereof, as recorded in Plat Book 194, Pages 16 through 19 of the public records of Polk County, Florida being S.00°57'32"E. The grid bearing as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD83-2011 adjustment) for the West zone of Florida.
- 2) I do hereby certify that this sketch & description was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers stated in Rules 5J-17.051, 5J-17.052, and 5J-17-053, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Charles M. Arnett LS6884	JOB: Brentwood Townhomes Phase I-portion of Phases 4 & 5		West Florida 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Fax: (813) 248-2266 www.geopointsurvey.com Licensed Business No.: LB 7768
	DRAWN: CMA DATE: 02/10/2024 CHECKED: CMA		
	Prepared For: GLK Real Estate		
	Revisions		
	DATE	DESCRIPTION	
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Description Sketch

(Not A Survey)



See Sheet 1 for Signature & Revisions

West Florida
 213 Hobbs Street
 Tampa, Florida 33619
 Phone: (813) 248-8888
 Fax: (813) 248-2266
 www.geopointsurvey.com
 Licensed Business No.: LB 7768

GeoPoint
 Surveying, Inc.

Legal Descriptions – Cascades Phase 3 Subdivision

Parcel Number: 272630-708000-040131 (Per Book 10032, Pages 1308 - 1311):

THAT PART OF TRACT 13 IN THE SW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT LOCATED IN POLK COUNTY, FLORIDA" RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA DESCRIBED AS: BEGIN AT A POINT ON THE EAST BOUNDARY OF SAID TRACT 13, 495.13 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT 13, AND RUN SOUTH 00°03'28" WEST ALONG SAID EAST BOUNDARY, 151.28 FEET; THENCE SOUTH 89°01'41" WEST 101.28 FEET; THENCE NORTH 33°32'22" EAST 183.56 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-708000-040097 (Per Book 10032, Pages 1308 - 1311):

A PORTION OF TRACTS 9, 10, 11, AND 12 IN THE SW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT LOCATED IN POLK COUNTY, FLORIDA," RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS: BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 12 AND RUN NORTH 89°02'03" EAST ALONG THE NORTH BOUNDARIES OF SAID TRACTS 10 AND 11, 589.37 FEET; THENCE S00° 05' 35" WEST, PARALLEL WITH THE EAST BOUNDARY OF TRACT 9, 616.31 FEET; THENCE NORTH 89°01'41" EAST TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF F.D.C. GROVE ROAD; THENCE SOUTH 00°05'35" WEST ALONG SAID RIGHT OF WAY LINE, 30.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 9, THENCE SOUTH 89°01'41" WEST ALONG THE SOUTH BOUNDARIES OF SAID TRACTS 9, 10, 11, AND 12, 1310.43 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 12; THENCE NORTH 00°03'28" EAST ALONG THE WEST BOUNDARY OF SAID TRACT 12; 151.28 FEET; THENCE NORTH 33°32'22" EAST, 600.73 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-707500-040051 (Per Book 10032, Pages 1308 - 1311):

THAT PART OF TRACTS 5, 6, 7, AND 8 IN THE SW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY FLORIDA, AS SHOWN ON THE PLAT OF "SUBDIVISION BY HOLLY HILL GROVE & FRUIT COMPANY POLK COUNTY, FLA", RECORDED IN PLAT BOOK 17, PAGE 35 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS: BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 5 AND RUN NORTH 05°47'32" EAST, 501.06 FEET; THENCE NORTH 41°18'00" WEST, 195.07 FEET OF THE SOUTH LINE OF A PLATTED RIGHT OF WAY; THENCE NORTH 89°02'26" EAST ALONG SAID SOUTH RIGHT OF WAY LINE; 10581.61 FEET TO THE WESTERLY RIGHT OF WAY LINE OF F.D.C. GROVE ROAD; THENCE SOUTH 00°05'36" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 30.00 FEET; THENCE SOUTH 89°02'26" WEST, 390.00 FEET; THENCE SOUTH 00°05'36" WEST, PARALLEL WITH THE EASTERLY BOUNDARY OF SAID TRACT 8, 616.31 FEET TO THE SOUTH BOUNDARY OF SAID TRACT 7; THENCE SOUTH 89°02'03" WEST, 589.37 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-708000-030191 (Per Book 10032, Pages 1308 - 1311):

The SOUTH 1/2 OF TRACTS 19 AND 20, ALL OF TRACTS 21 THROUGH 24, INCLUSIVE AND ALL OF TRACTS 28, 29, AND 30 IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT LOCATED IN POLK COUNTY, FLORIDA" AS RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT: BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 24 (ON THE LAND LINE); AND RUN SOUTH 89°07'-1" WEST, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 24 AND 23, 407.00 FEET; THENCE NORTH 00°05'34" EAST 613.83 FEET; THENCE NORTH 89°11'37" EAST, 407.00 FEET TO THE EAST BOUNDARY OF SAID TRACT 24; THENCE SOUTH 00°05'34" WEST, 613.30 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-708000-030261 (Per Book 10543, Pages 1285 - 1288):

Tract 26 in the NW 1/4 of Section 30, Township 26 South, Range 27 East, FLORIDA DEVELOPMENT CO. TRACT, according to the map or plat thereof as recorded in Plat Book 3, Page 60, Public Records of Polk County, Florida. LESS AND EXCEPT from the above-described Tract 26 the real property described as follows:

A PORTION OF TRACT 26 IN THE NW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ACCORDING TO THE PLAT OF "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", RECORDED IN PLAT BOOK 3, PAGES 60-63, POLK COUNTY, FLORIDA, ALL BEING FURTHER DESCRIBED AS: BEGIN AT A 5/8" IRON ROD AND CAP "RLS 3781" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE WEST RIGHT-OF-WAY LINE (30' PLATTED RIGHT-OF-WAY WIDTH) OF FDC GROVE ROAD, AND RUN THENCE ALONG THE EAST LINE OF SAID TRACT 25, ALSO BEING SAID WEST RIGHT-OF-WAY LINE, S-00°07'00"-E, 643.72 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE NORTH PLATTED RIGHT-OF-WAY LINE (30' PLATTED RIGHT OF WAY WIDTH) OF A PLATTED STREET (NOT PHYSICALLY OPEN); THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, AND ALONG THE SOUTH LINE OF SAID TRACT 25 AND SAID TRACT 26, ALSO ALONG SAID NORTH PLATTED RIGHT-OF-WAY LINE, S-88°55'22"-W, 417.44 FEET; THENCE DEPARTING SAID NORTH PLATTED RIGHT-OF-WAY LINE, N-00°07'00"-W, 644.16 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 26; THENCE ALONG THE NORTH LINE OF SAID TRACT 26 AND SAID TRACT 25 N-88°59'00"-E, 417.43 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-708000-030250 (Per Book 10543, Pages 1065 - 1067):

ALL OF TRACT 25, AND A PORTION OF TRACT 26, ALL LYING IN THE NW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ACCORDING TO THE PLAT OF "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", RECORDED IN PLAT BOOK 3, PAGES 60-63, POLK COUNTY, FLORIDA, ALL BEING FURTHER DESCRIBED AS: BEGIN AT A 5/8" IRON ROD AND CAP "RLS 3781" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE WEST RIGHT-OF-WAY LINE (30' PLATTED RIGHT-OF-WAY WIDTH) OF FDC GROVE ROAD, AND RUN THENCE ALONG THE EAST LINE OF SAID TRACT 25, ALSO BEING SAID WEST RIGHT-OF-WAY LINE, S-00° 07' 00" -E, 643.72 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE NORTH PLATTED RIGHT-OF-WAY LINE (30' PLATTED RIGHT OF WAY WIDTH) OF A PLATTED STREET (NOT PHYSICALLY OPEN); THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, AND ALONG THE SOUTH LINE OF SAID TRACT 25 AND SAID TRACT 26, ALSO ALONG SAID NORTH PLATTED RIGHT-OF-WAY LINE, S-88° 55' 22" -W, 417.44 FEET; THENCE DEPARTING SAID NORTH PLATTED RIGHT-OF-WAY LINE, N-00° 07' 00" -W, 644.16 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 26; THENCE ALONG THE NORTH LINE OF SAID TRACT 26 AND SAID TRACT 25 N-88° 59' 00" -E, 417.43 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION
PROPOSED "WYNNSTONE" SUBDIVISION PHASE 1
BOND ISSUANCE BOUNDARY
Revised 2-22-2024

NOTES:

- PERIMETER BOUNDARY INFORMATION BASED ON "ALTA/NSPS LAND TITLE SURVEY", PREPARED BY GEO POINT SURVEYING, INC., JOB# 1001945-LEN WS 001, FIELD SURVEY DATE: OCTOBER 26, 2023, AND "BOUNDARY SURVEY", PREPARED BY GEO POINT SURVEYING, INC., JOB #1001945-GLK WS-002, FIELD SURVEY DATE: DECEMBER 19, 2023, BOTH WERE RELIED UPON AS BEING COMPLETED AND CORRECT.
- INTERIOR ROADWAYS AND LOT CONFIGURATION BASED ON "CONCEPTUAL SITE PLAN-SINGLE FAMILY", WYNNSTONE SINGLE FAMILY, POLK COUNTY, FLORIDA", PREPARED BY ABSOLUTE ENGINEERING, INC. JOB # 19-0009-0010, AND WAS RELIED UPON AS BEING COMPLETE AND CORRECT.

ALL OF TRACTS 1, 2, 3, AND 4 IN THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING WITHIN THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AS RECORDED IN PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND

ALL OF TRACTS 1, 2, 3, 4, 13, 14, 15, AND 16 IN THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING WITHIN THE PLAT OF "HOLLY HILL GROVE & FRUIT COMPANY", AS RECORDED IN PLAT BOOK 17, PAGE 34 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND

ALL OF TRACTS 5, 6, 12, 17, 18, 19, 28, 29, 30, 31, AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

PARTS OF TRACTS 9, 10, 11, 20, 21, 22, 23, AND 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

ALL OF THE SOUTH 150.00 FEET OF TRACTS 1 AND 2 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

PART OF THE SOUTH 150.00 FEET OF TRACT 3 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

ALL OF TRACTS 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31 AND 32 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED RIGHT-OF-WAY (30.00 FEET TOTAL WIDTH), LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 1, 2, 3 AND 4 IN THE NORTHWEST ¼ OF SAID SECTION 30, **AND** LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 29, 30, 31, AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, ALL BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED 15.00 FEET WIDE RIGHT-OF-WAY LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 17, 18, 19, 20, 21, 22, 23, AND 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED 15.00 FEET WIDE RIGHT-OF-WAY LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 13, 14, 15, AND 16 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY";



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CERTIFICATE OF AUTHORIZATION NO. 32508

PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNNSTONE" SUBDIVISION

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

TOGETHER WITH

ALL OF THAT MAINTAINED RIGHT-OF-WAY (WIDTH VARIES) ACCORDING TO MAP BOOK 17, PAGES 93 TO 99 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING NORTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 9, 10, 11, AND 12 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING EAST OF AND ADJOINING THE EAST BOUNDARY OF TRACTS 9 AND 24, **AND ALL** OF THAT MAINTAINED RIGHT-OF-WAY ACCORDING TO MAP BOOK 18, PAGES 43 TO 61 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING WEST OF AND ADJOINING THE EAST BOUNDARY OF TRACTS 9 AND 24, ALL IN THE SOUTHWEST ¼ OF SAID SECTION 19, AND BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT REMAINING 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACT 4 IN THE SOUTHWEST ¼ OF SAID SECTION 19, AND BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY", LYING EAST OF THE EASTERLY BOUNDARY OF THE VACATED RIGHT-OF-WAY ACCORDING TO THE OFFICIAL RECORDS BOOK 8483, PAGE 400, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND TOGETHER WITH

ALL OF THAT REMAINING 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACT 29 IN THE NORTHWEST ¼ OF SAID SECTION 19, **AND** BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", LYING EAST OF THE EASTERLY BOUNDARY OF THE VACATED RIGHT-OF-WAY ACCORDING TO THE OFFICIAL RECORDS BOOK 8483, PAGE 400, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND TOGETHER WITH

ALL OF THAT PLATTED RIGHT-OF-WAY (30.00 FEET TOTAL WIDTH) LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 5 AND 6 IN THE SOUTHWEST ¼ OF SECTION 19, **AND** LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 27 AND 28 IN THE NORTHWEST ¼ OF SECTION 19, ALL BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT".

DESCRIPTION:

ALL BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT A 4" X 4" CONCRETE MONUMENT AND CAP "RLS3781" STANDING AT THE WEST ¼ (QUARTER) CORNER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE WEST BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30, N-00°04'07"-W, 1985.41 FEET; THENCE DEPARTING SAID WEST BOUNDARY, RUN N-89°55'53"-E, 15.00 FEET TO THE SOUTHWEST CORNER OF TRACT 1 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", SAID POINT IS ALSO THE **POINT OF BEGINNING**; THENCE ALONG THE WEST BOUNDARY OF SAID TRACT 1 AND ITS NORTHERLY PROJECTION, N-00°04'07"-W, 661.71 FEET TO A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30, SAID POINT IS ALSO ON THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF TRACT 17 AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND THE SOUTHERLY AND NORTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 1 AND 16 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY", AND THE SOUTHERLY AND NORTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 17, PAGE 34, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 17 AND 32 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND THE SOUTHERLY AND NORTHERLY PROJECTIONS THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 1 AND 16 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND THE SOUTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, RUN N-00°04'06"-W, 4785.68 FEET TO A 5/8" IRON ROD AND CAP "LB5073" STANDING AT THE NORTHWEST CORNER OF THE SOUTH 150.00 FEET OF SAID TRACT 1, SAID POINT IS ALSO THE SOUTHWEST CORNER OF SUNSET RIDGE PHASE 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 126, PAGES 36 TO 41 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING SAID WEST BOUNDARY AND SAID EASTERLY RIGHT-OF-WAY, RUN ALONG THE NORTH BOUNDARY OF THE SOUTH 150.00

**PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNSTONE" SUBDIVISION**

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES



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FEET OF TRACTS 1, 2, AND 3 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", ALSO BEING THE SOUTH BOUNDARY OF SAID "SUNSET RIDGE PHASE 2", RUN N-89°08'35"-E, BASIS OF BEARING FOR THIS DESCRIPTION, 1061.45 FEET; THENCE DEPARTING SAID NORTH BOUNDARY OF THE SOUTH 150.00 FEET OF TRACTS 1, 2, AND 3, AND DEPARTING THE SOUTH BOUNDARY OF SAID "SUNSET RIDGE PHASE 2, RUN S-00°11'00"-E, 150.01 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT 14 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE CONTINUE ALONG THE NORTH BOUNDARY OF SAID TRACT 14, AND CONTINUE ALONG THE NORTH BOUNDARY OF TRACT 13 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN N-89°08'35"-E, 460.61 FEET TO A 4" X 4" CONCRETE MONUMENT AND CAP "LB 8112" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 13, SAID POINT ALSO BEING THE NORTHWEST CORNER OF "NATURES RESERVE PHASE 1" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGES 47 TO 49 (INCLUSIVE) PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 13 AND ITS SOUTHERLY PROJECTION, ALSO BEING THE WEST BOUNDARY OF SAID "NATURES RESERVE PHASE 1", RUN S-00°20'10"-E, 676.06 FEET TO THE NORTHWEST CORNER OF TRACT 21 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT 21, AND CONTINUE ALONG THE NORTH BOUNDARY OF TRACT 22 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN N-89°06'00"-E, 662.14 FEET TO A 5/8" IRON ROD WITH NO IDENTIFICATION STANDING AT THE NORTHEAST CORNER OF SAID TRACT 22; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 22 AND THE EAST BOUNDARY OF TRACT 27 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND ITS SOUTHERLY PROJECTION, ALSO BEING THE WEST BOUNDARY OF SAID "NATURES RESERVE PHASE 1" AND ITS SOUTHERLY PROJECTION, AND CONTINUE ALONG THE EAST BOUNDARY OF TRACT 6 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND ITS NORTHERLY AND SOUTHERLY EXTENSIONS, RUN S-00°21'46"-E, 1976.46 FEET; THENCE S-89°00'33"-W, 115.96 FEET; THENCE S-89°55'13"-W, 168.00 FEET; THENCE S-00°04'47"-E, 110.00 FEET; THENCE N-89°55'13"-E, 30.23 FEET; THENCE S-00°04'47"-E, 40.00 FEET; THENCE N-89°55'13"-E, 85.00 FEET; THENCE S-00°04'47"-E, 480.00 FEET; THENCE N-89°55'13"-E, 85.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 170.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 155.00 FEET; THENCE N-00°04'47"-W, 120.00 FEET; THENCE N-89°55'13"-E, 5.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 59°12'40", A CHORD BEARING OF N-60°18'52"-E, A CHORD DISTANCE OF 74.10 FEET, FOR AN ARC LENGTH OF 77.57 FEET; THENCE ALONG A NON-RADIAL LINE, N-89°55'13"-E, 133.06 FEET; THENCE N-00°05'16"-W, 489.86 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT 9 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG SAID NORTH BOUNDARY, N-89°05'03"-E, 19.99 FEET TO A POINT ON THE WESTERLY MAINTAINED RIGHT-OF-WAY OF FDC GROVE ROAD, ACCORDING TO MAP BOOK 18, PAGES 43 TO 61 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH BOUNDARY AND ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING SIX (6) COURSES: 1) S-00°27'36"-E, 607.85 FEET; THENCE 2) S-18°10'05"-W, 18.77 FEET; THENCE 3) S-10°22'17"-E, 53.68 FEET; THENCE 4) S-00°22'39"-E, 197.61 FEET; THENCE 5) S-01°12'23"-W, 332.36 FEET; THENCE 6) S-00°27'05"-W, 118.81 FEET TO A POINT ON THE SOUTH BOUNDARY OF TRACT 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE DEPARTING SAID WESTERLY MAINTAINED RIGHT-OF-WAY, AND ALONG THE SOUTH BOUNDARY OF SAID TRACT 24, RUN S-89°08'17"-W, 20.02 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, RUN N-00°05'16"-W, 490.71 FEET; THENCE S-89°55'13"-W, 126.36 FEET; THENCE ALONG A RADIAL LINE, S-52°13'40"-W, 15.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 52°18'27", A CHORD BEARING OF N-63°55'34"-W, A CHORD DISTANCE OF 66.12 FEET, FOR AN ARC LENGTH OF 68.47 FEET; THENCE S-89°55'13"-W, 5.00 FEET; THENCE N-00°04'47"-W, 120.00 FEET; THENCE S-89°55'13"-W, 155.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE

**PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNSTONE" SUBDIVISION**

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES



1925 BARTOW ROAD LAKELAND, FL 33801
OFFICE: (863) 940-2040 FAX: (863) 940-2044
EMAIL: INFO@WOODCIVIL.COM
CERTIFICATE OF AUTHORIZATION NO. 32508

NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 85.00 FEET; THENCE S-00°04'47"-E, 481.18 FEET; THENCE S-22°12'50"-E, 88.48 FEET; THENCE S-46°46'12"-E, 81.16 FEET; THENCE S-70°05'16"-E, 72.63 FEET; THENCE N-89°55'13"-E, 202.89 FEET TO THE NORTHEAST CORNER OF TRACT 28 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 28, RUN S-00°21'05"-E, 647.48 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 28; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 28, RUN S-89°03'32"-W, 331.81 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 28; THENCE DEPARTING SAID SOUTH BOUNDARY, RUN S-00°20'33"-E, 15.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 19, ALSO BEING A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30; THENCE ALONG THE EAST BOUNDARY OF TRACT 4 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND ITS NORTHERLY PROJECTION, RUN S-00°07'14"-E, 660.05 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 4; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 4, AND CONTINUE ALONG THE SOUTH BOUNDARY OF TRACTS 1, 2, AND 3 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN S-89°06'13"-W, 1544.95 FEET TO THE POINT OF BEGINNING.

CONTAINING: 234.358 ACRES, MORE OR LESS.



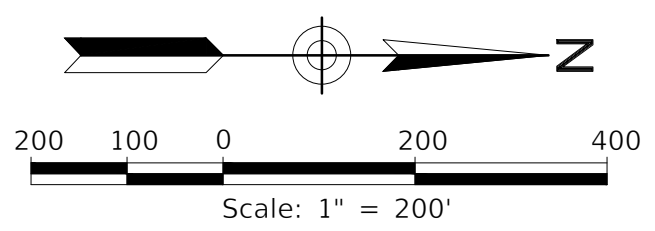
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LEGEND AND NOTES

- TRACT 12 TRACT NUMBER PER "MAP OF FLORIDA DEVELOPMENT CO. TRACT", PER PLAT BOOK 3, PAGES 60-63
- TRACT 2 H.H.G.&F. CO. TRACT NUMBER PER "HOLLY HILL GROVE & FRUIT COMPANY", PER PLAT BOOH 17, PAGE 34
- P.O.B. POINT OF BEGINNING
- (RAD) RADIAL
- (NR) NON RADIAL

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF THE SOUTH 150 FEET OF TRACTS 1, 2 AND 3. IN THE NORTHWEST 1/4 OF SECTION 19, ALSO BEING THE SOUTH BOUNDARY OF "SUNSET RIDGE PHASE 2", AS RECORDED IN PLAT BOOK 126, PAGES 36 - 41. PUBLIC RECORDS OF POLK COUNTY, FLORIDA, HAVING A GRID BEARING OF N89°08'35"E, THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE OF FLORIDA COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA.



Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1					INTENTIONALLY OMITTED
C2					INTENTIONALLY OMITTED
C3	39.27'	25.00'	90° 00' 00"	35.36'	N44° 55' 13"E
C4	39.27'	25.00'	90° 00' 00"	35.36'	S45° 04' 47"E
C5	39.27'	25.00'	90° 00' 00"	35.36'	N44° 55' 13"E
C6	39.27'	25.00'	90° 00' 00"	35.36'	S45° 04' 47"E
C7	77.51'	75.00'	59° 12' 40"	74.10'	N60° 18' 52"E
C8	68.47'	75.00'	52° 18' 27"	66.12'	N63° 55' 34"W

Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C9	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C10	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C11	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C12	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C13	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C14	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C15	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C16	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W

PROPOSED WYNSTONE SUBDIVISION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

NOT A SURVEY

POLK COUNTY, FLORIDA

DATE: 02/22/24

NO. 1

REVISIONS

REVISED BOUNDARY AND LEGAL DESCRIPTION

JOHN R. BARRON, P.E. #84128

PROFESSIONAL ENGINEER

FLORIDA

STATE OF FLORIDA

PROFESSIONAL ENGINEER

NO. 84128

DATE

02/22/24

PROJECT

PHASE 1 BOND ISSUANCE BOUNDARY

SHEET: 1 OF 1

PHASE 1 BOND ISSUANCE BOUNDARY

SHEET: 1 OF 1

WOOD & ASSOCIATES, LLC

ENGINEERING

1935 BARNUM ROAD, LAKELAND, FL 33859

OFFICE (883) 940-2040 FAX (883) 940-2044

EMAIL INFO@WOODCHL.COM

CERTIFICATE OF AUTHORIZATION NO. 123598

SECTION V

SECTION A

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

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

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

THIS TRUE-UP AGREEMENT (the “Agreement”) is made and entered into this 29th day of April 2024, by and between:

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

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, known as Brentwood Phases 2 and 3, Cascades Phase 3, and Wynnstone Phases 1A and 1B, 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 described in the *Second Amended and Restated Engineer’s Report*, dated March 18, 2024 (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 1A and 1B (the “Assessment Area Two Project” and the portion relating to Brentwood Phases 2 and 3, Cascades Phase 3, and Wynnstone Phases 1A and 1B, the “Developer 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 \$35,500,000 (the “Assessment Area Two Bonds”); and

WHEREAS, pursuant to Resolutions 2021-25, 2021-26, 2021-29, 2024-08, 2024-09, 2024-10, and 2024-11 (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 – Assessment Area Two*, dated March 18, 2024, as supplemented by that *Supplemental Assessment Methodology-Assessment Area Two*, dated April __, 2024 (together, the “Assessment Report”), provides that as Assessment Area Two is platted or re-platted, 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 the Developer Lands 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 on the Developer Lands 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 the Developer Lands 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 526 single-family homes in Wynnstone Phase 1A and Phase 1B, 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 the Developer Lands in accordance with the District's Assessment Report and cause such reallocation to be recorded in the District's Improvement Lien Book.

(i) It is or will be an express condition of the liens established by the Assessment Resolutions that any and all plats containing any portion of 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 the Developer Lands 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 the Developer Lands. Thus, at the time of platting of any portion of the Developer Lands, or any replatting 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. 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 the Developer Lands 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 Haines City, Polk 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 April, 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 April, 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 Developer Lands

Exhibit B: *Second Amended and Restated Engineer's Report*, dated April ___, 2024

EXHIBIT A - LEGAL DESCRIPTION OF DEVELOPER LANDS

[Description for Brentwood 2/3, Cascades 3, and Wynnstone 1A and 1B 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

AGREEMENT BY AND BETWEEN THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT AND KL LB BUY 2 LLC, REGARDING TRUE-UP AS TO ASSESSMENT AREA TWO SPECIAL ASSESSMENTS

THIS TRUE-UP AGREEMENT (the “Agreement”) is made and entered into this 29th day of April 2024, by and between:

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

KL LB BUY 2 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 “Landowner” and, together with the District, the “Parties” or each individually a “Party”).

RECITALS

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

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

WHEREAS, Landowner is the owner of a portion of the lands within the District, 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 described in the *Second Amended and Restated Engineer’s Report*, dated March 18, 2024 (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 1A and 1B (the “Assessment Area Two Project” and the portion relating to Brentwood Phases 4 and 5, the “Landowner 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 \$35,500,000 (the “Assessment Area Two Bonds”); and

WHEREAS, pursuant to Resolutions 2021-25, 2021-26, 2021-29, 2024-08, 2024-09, 2024-10, and 2024-11 (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, Landowner 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, Landowner 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, Landowner 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 18, 2024, 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 re-platted, the allocation of the amounts assessed to and constituting a lien upon Assessment Area Two within the District would be allocated and calculated based upon certain density assumptions relating to the number of each lot type to be constructed on Assessment Area Two within the District, which assumptions were provided by Landowner; and

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

WHEREAS, the District's Assessment Report anticipates a mechanism by which Landowner shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of any plat or site plan for a parcel or tract, as described in the District's

Assessment Report (which payments shall collectively be referenced as the “True-Up Payment”); and

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

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

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

SECTION 2. COVENANTS.

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

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

SECTION 3. SPECIAL ASSESSMENT REALLOCATION.

A. *Assumptions as to the Assessment Area Two Special Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner intends to plat the Landowner Lands into a total of 290 Townhome lots, 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, Landowner covenants that such plat or plats shall be presented to the District. The District shall allocate the Assessment Area Two Special Assessments to the number and type of lots being platted and the remaining lands in Assessment Area Two in accordance with

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

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

(ii) The purpose of the True-Up calculation is to ensure that the bond debt will be able to be assigned to at least the number and type of platted lots within Assessment Area Two of the District. Thus, at the time of platting of any portion of 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 Landowner or the person or entity seeking to file such plat in an amount sufficient to reduce the remaining bond debt to the actual number of lots platted in 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, Landowner agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the Assessment Area Two Bonds. The District shall record all True-Up Payments in its Improvement Lien book. If such True-Up Payment is made at least forty-five (45) days prior to an interest payment date on the Assessment Area Two Bonds, Landowner shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within forty-five (45) days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

(v) The foregoing is based on the District's understanding with Landowner that at least ____ ERUs will be assigned to 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 Landowner plats less than ____ ERUs within the Landowner Lands, the Landowner 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 Landowner's obligation to pay the Assessment Area Two Special Assessments on the Landowner Lands and to abide by the requirements of the Reallocation of Assessment Area Two Special Assessments, including the making of the True-Up Payment, if any, as set forth in the Assessment Resolutions. A default by any Party under this Agreement shall entitle any other Party to all remedies available at law or in equity, but excluding special, consequential or punitive damages.

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

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

A. If to the District: Westside Haines City
Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: Lauren Gentry

B. If to Landowner: KL LB Buy 2 LLC
225 Liberty Street, Suite 4210
New York, NY 10281
Attn: _____

With a copy to: Godbold, Downing, Bill, & Rentz, P.A.
222 W. Comstock Ave., Ste. # 101
Winter Park, FL 32789
Attn: Kristen Idle

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

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

SECTION 7. ASSIGNMENT.

A. Landowner may not assign its duties or obligations under this Agreement except in accordance with the terms of this Section 7(C) below. This Agreement shall constitute a covenant running with title to all or any portion of the Landowner Lands, binding upon Landowner 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 Haines City, Polk 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. Landowner 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 Landowner 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 Landowner’s obligations in accordance herewith and shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of 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 Landowner, both the District and Landowner have complied with all the requirements of law, and both the District and Landowner have full power and authority to comply with the terms and provisions of this Agreement.

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

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

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

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

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

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

SECTION 16. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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

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

[Signature pages follow]

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

WITNESSES:

KL LB BUY 2 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 April, 2024, by _____, as _____ of KL LB Buy 2 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 April, 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 Landowner Lands
- Exhibit B:** *Second Amended and Restated Engineer's Report*, dated March 18, 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 29th day of April 2024, by and between:

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

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 known as Brentwood Phases 2 and 3, Cascades Phase 3, and Wynnstone Phases 1A and 1B, as more particularly described in **Exhibit A**, attached hereto and incorporated herein (“Developer Lands”); and

WHEREAS, the District proposes to issue its \$35,500,000 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 March 18, 2024 (the “Engineer’s Report,” the improvements relating to Assessment Area Two, the “Assessment Area Two Project,” and the improvements relating to Brentwood Phases 2 and 3, Cascades Phase 3, and Wynnstone Phases 1A and 1B the “Developer 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 246 townhomes and 870 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 – Assessment Area Two*, dated March 18, 2024, 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 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 April 29, 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 April 1, 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, including the Developer Project, and the Developer's rights as declarant of any property owner or homeowner association with respect to Assessment Area Two Project, including the Developer 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. Such obligation shall apply only to the extent the Developer holds such rights. 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. Additionally, in the Event of Default, the Parties acknowledge and agree that the Developer may assign or partially assign its rights and obligations hereunder to one or more builders, to the extent such builder(s) hold any Development Rights, and Developer agrees to require such builder(s) to, among other things, comply with all obligations of this Assignment as they relate to the District's and Trustee's rights, without limitation, in an Event of Default to ensure that the District and Trustee receives the full benefit of 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 April, 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 April, 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
[BRENTWOOD PHASES 4 AND 5]**

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE ASSESSMENT AREA TWO PROJECT [BRENTWOOD PHASES 4 AND 5] (the “Assignment”) is made this 29th day of April 2024, by and between:

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

KL LB BUY 2 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

LENNAR HOMES, LLC, a Florida limited liability company, whose mailing address is 6675 Westwood Blvd., 5th Fl, Orlando, FL 32821 (the “Brentwood Phase 4/5 Development Manager” and, together with the District and the Landowner, the “Parties” and each individually, a “Party”).

RECITALS

WHEREAS, Landowner is the majority owner of, and Brentwood Phase 4/5 Development Manager is responsible for development of, that certain real property within the District known as Brentwood Phases 4 and 5, as more particularly described in **Exhibit A**, attached hereto and incorporated herein (the “Landowner Lands”); and

WHEREAS, the District proposes to issue its \$35,500,000 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 March 18, 2024 (the “Engineer’s Report” the improvements relating to

Assessment Area Two, the “Assessment Area Two Project,” and the improvements relating to Brentwood Phases 4 and 5 the “Brentwood Phase 4/5 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 290 townhome lots (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 – Assessment Area Two*, dated March 18, 2024, 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 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 Brentwood Phase 4/5 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 KL LB BUY 2 LLC, Regarding True-Up as to Assessment Area Two Special Assessments*, dated April 29, 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 April 1, 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 Brentwood Phase 4/5 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 and Brentwood Phase 4/5 Development Manager hereby collaterally assign to the District, to the extent assignable, all of Landowner's and Brentwood Phase 4/5 Development Manager's development rights, permits, entitlements and work product relating to development of the Brentwood Phase 4/5 Project, and the Landowner's and Brentwood Phase 4/5 Development Manager'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 and Brentwood Phase 4/5 Development Manager's payment and performance of all 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 Brentwood Phase 4/5 Project, to the extent held by Landowner or Brentwood Phase 4/5 Development Manager, 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 Brentwood Phase 4/5 Development Manager 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 Brentwood Phase 4/5 Project or the construction of improvements within the Brentwood Phase 4/5 Project, or off-site to the extent such off-site improvements are necessary or required to complete the Brentwood Phase 4/5 Project;

(vi) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Brentwood Phase 4/5 Project or the construction of improvements within the Landowner Lands;

(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 Landowner Lands, including, without limitation, 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 Brentwood Phase 4/5 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 Brentwood Phase 4/5 Project shall subject any and all affiliates or successors-in-interest of Landowner as to the Brentwood Phase 4/5 Project or any portion thereof, to this Assignment to the extent of the portion of the Brentwood Phase 4/5 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 and Brentwood Phase 4/5 Development Manager will use reasonable, good faith efforts to (i) fulfill, perform, and observe each and every material condition and covenant of Landowner and Brentwood Phase 4/5 Development Manager 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 and Brentwood Phase 4/5 Development Manager'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 Brentwood Phase 4/5 Project, or (ii) limit Landowner's or Brentwood Phase 4/5 Development Manager's right, from time to time, to modify, waive or release the Development Rights, subject to Section 4(c) below and Landowner's or Brentwood Phase 4/5 Development Manager's obligations under the Bond Documents.

(c) Landowner and Brentwood Phase 4/5 Development Manager agree 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 or Brentwood Phase 4/5 Development Manager'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 or Brentwood Phase 4/5 Development Manager 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 Brentwood Phase 4/5 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 or Brentwood Phase 4/5 Development Manager relating to the Development Rights and exercise or cause to be exercised any and all rights of Landowner or Brentwood Phase 4/5 Development Manager therein as fully as Landowner or Brentwood Phase 4/5 Development Manager 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 Brentwood Phase 4/5 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 and Brentwood Phase 4/5 Development Manager do 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 or Brentwood Phase 4/5 Development Manager. 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 or Brentwood Phase 4/5 Development Manager 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 2 LLC
225 Liberty Street, Suite 4210
New York, NY 10281
Attn: _____

With a copy to: Godbold, Downing, Bill, & Rentz, P.A.
222 W. Comstock Ave., Ste. # 101
Winter Park, FL 32789
Attn: Kristen K. Idle

C. If to Development Manager: Lennar Homes, LLC
6675 Westwood Blvd., 5th Fl
Orlando, FL 3282

With a copy to: Lennar Corporation
700 N. 107th Avenue
Miami, Florida 33172
Attention: Mark Sustana, Esq., General Counsel
Telephone: (305) 229-6584

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. All 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 any Party.

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, the Parties have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

KL LB BUY 2 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 April, 2024, by _____, as _____ of KL LB Buy 2 LLC, on behalf of the company.

[notary seal]

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

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

WITNESSES:

LENNAR HOMES, LLC,
a Florida limited liability company

Print Name: _____
Address: _____

Mark McDonald, Vice President

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 April, 2024, by Mark McDonald, as Vice President of LENNAR HOMES, LLC, on behalf of the company.

[notary seal]

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

WITNESSES:

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT**

Print Name: _____
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 April, 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 29th day of April 2024, by and between:

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

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, known as Brentwood Phases 2 and 3; Cascades Phase 3; and Wynnstone Phases 1A and 1B, as more particularly described in **Exhibit A** (the “Developer Lands”), 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 March 18, 2024 (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 1A and 1B (the

“Assessment Area Two Project” and the portion relating to Brentwood Phase 2 and 3, Cascades Phase 3, and Wynnstone Phases 1A and 1B the “Developer 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 \$35,500,000 (the “Assessment Area Two Bonds”); and

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

WHEREAS, Developer has agreed to complete or cause funds to be provided to the District to complete the portion of the Developer 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 the Developer Lands, Developer has requested that the District enter into this Agreement and to provide the terms and conditions under which the Developer Project shall be completed; and

WHEREAS, in order to ensure that the Developer 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 \$35,500,000 in Assessment Area Two Bonds to fund the Assessment Area Two Project, with \$27,637,376.12 in proceeds to be used for construction and/or acquisition of the Developer Project, and Developer will complete or will make provision for additional funds that may be needed in the future for the completion of the Developer 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 Developer Project. Therefore, Developer hereby agrees to complete the Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 the Developer Lands benefitted by the Assessment Area Two Project.

(i) The Developer agrees that all developable lands within Assessment Area Two, including the Developer Lands, 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, including the Developer Lands, 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 \$35,500,000 par amount of Assessment Area Two Bonds and use of the proceeds thereof to fund a portion of the Developer Project, and (b) the scope, configuration, size and/or composition of the Developer 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 Developer 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 builder or third-party purchaser of all or a portion of the lands located within Assessment Area Two that make up the Wynnstone Project (as defined in the Engineer's Report) 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 (the "**Assignment**"). To the extent such Assignment is effectuated, only the Wynnstone Project portion of this Completion Agreement may be assigned pursuant to this paragraph.

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
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 Developer Lands
- Exhibit B:** *Second Amended and Restated Engineer's Report*, dated March 18, 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**

**AGREEMENT BY AND BETWEEN THE WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT DISTRICT AND LENNAR HOMES, LLC,
REGARDING THE COMPLETION OF CERTAIN IMPROVEMENTS
(ASSESSMENT AREA TWO BONDS)**

THIS AGREEMENT (the “Agreement”) is made and entered into this 29th day of April 2024, by and between:

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

LENNAR HOMES, LLC, a Florida limited liability company, whose mailing address is 6675 Westwood Blvd., 5th Fl, Orlando, FL 32821 (the “Brentwood Phase 4/5 Development Manager” 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, Brentwood Phase 4/5 Development Manager is responsible only for development of certain lands within the District, known as Brentwood Phases 4 and 5; as more particularly described in **Exhibit A** (“Brentwood Phase 4/5”), 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 March 18, 2024 (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 1A and 1B (the “Assessment Area Two Project” and the portion relating to Brentwood Phase 4/5, the “Brentwood Phase 4/5 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 \$35,500,000 (the “Assessment Area Two Bonds”); and

WHEREAS, Brentwood Phase 4/5 Development Manager has requested that the District limit the amount of debt special assessments imposed upon Brentwood Phase 4/5 by allowing the Brentwood Phase 4/5 Development Manager to directly fund a portion of the Brentwood Phase 4/5 Project; and

WHEREAS, Brentwood Phase 4/5 Development Manager has agreed to complete or cause funds to be provided to the District to complete the portion of the Brentwood Phase 4/5 Project, as set forth in the Engineer’s Report, not funded by proceeds of the Assessment Area Two Bonds; and

WHEREAS, in consideration for the District limiting the amount of Assessment Area Two Special Assessments on the Brentwood Phase 4/5 lands, Brentwood Phase 4/5 Development Manager has requested that the District enter into this Agreement and to provide the terms and conditions under which the Brentwood Phase 4/5 Project shall be completed; and

WHEREAS, in order to ensure that the Brentwood Phase 4/5 Project is completed and funding is available in a timely manner to provide for its completion, Brentwood Phase 4/5 Development Manager and the District hereby agree that the District will be obligated to issue no more than \$35,500,000 in Assessment Area Two Bonds to fund the Assessment Area Two Project, with \$4,210,483.38 in proceeds to be used for construction and/or acquisition of the Brentwood Phase 4/5 Project, and Brentwood Phase 4/5 Development Manager will complete or will make provision for additional funds that may be needed in the future for the completion of the Brentwood Phase 4/5 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. Brentwood Phase 4/5 Development Manager 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 Brentwood Phase 4/5 Project. Therefore, Brentwood Phase 4/5 Development Manager hereby agrees to complete the Brentwood Phase 4/5 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 Brentwood Phase 4/5 Project which may remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively, the “Brentwood Phase 4/5 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 Brentwood Phase 4/5 Remaining Improvements are subject to an existing District contract, the Brentwood Phase 4/5 Development Manager shall provide funds directly to the District in an amount sufficient to complete the Brentwood Phase 4/5 Remaining Improvements pursuant to such contract, including change orders thereto.

(b) Not Subject to Existing Contract. When any portion of the Brentwood Phase 4/5 Remaining Improvements is not the subject of an existing District contract, the Brentwood Phase 4/5 Development Manager 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 Brentwood Phase 4/5 Remaining Improvements, subject to a formal determination by the District that the option selected by the Brentwood Phase 4/5 Development Manager 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 Brentwood Phase 4/5 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 Brentwood Phase 4/5 Remaining Improvements are to be funded and completed. Notwithstanding the foregoing, in the event the Brentwood Phase 4/5 Development Manager, either jointly or individually, fails to timely provide funds or to complete the Brentwood Phase 4/5 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 Brentwood Phase 4/5 Remaining Improvements.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS.

(a) The District and Brentwood Phase 4/5 Development Manager agree and acknowledge that the exact location, size, configuration, and composition of the Brentwood Phase 4/5 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 Brentwood Phase 4/5 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 Brentwood Phase 4/5 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 Brentwood Phase 4/5 Development Manager acknowledge and agree that the provision of funds under this Agreement or the completion of the Brentwood Phase 4/5 Remaining Improvements will be considered a contribution in lieu of the imposition of debt special assessments upon the Brentwood Phase 4/5 lands benefitted by the Assessment Area Two Project.

(i) The Brentwood Phase 4/5 Development Manager agrees that the Brentwood Phase 4/5 lands, benefit from the timely design, construction, or acquisition of the Assessment Area Two Project.

(ii) Brentwood Phase 4/5 Development Manager agrees that the Assessment Area Two Special Assessments which were imposed on the Brentwood Phase 4/5 lands 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 Brentwood Phase 4/5 Development Manager of its obligations hereunder are expressly subject to, dependent and conditioned upon (a) the issuance of \$35,500,000 par amount of Assessment Area Two Bonds and use of the proceeds thereof to fund a portion of the Brentwood Phase 4/5 Project, and (b) the scope, configuration, size and/or composition of the Brentwood Phase 4/5 Project not materially changing without the consent of Brentwood Phase 4/5 Development Manager. Such consent is not necessary, and Brentwood Phase 4/5 Development Manager must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Brentwood Phase 4/5 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 Brentwood Phase 4/5 Development Manager, both the District and Brentwood Phase 4/5 Development Manager have complied with all the requirements of law, and both the District and Brentwood Phase 4/5 Development Manager 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 Brentwood Phase 4/5 Development Manager: Lennar Homes, LLC
6675 Westwood Blvd., 5th Fl
Orlando, FL 3282

With a copy to: Lennar Corporation
700 N. 107th Avenue
Miami, Florida 33172
Attention: Mark Sustana, Esq., General Counsel
Telephone: (305) 229-6584

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 Brentwood Phase 4/5 Development Manager 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 Brentwood Phase 4/5 Development Manager 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 Brentwood Phase 4/5 Development Manager hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

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

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

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

14. PUBLIC RECORDS. Brentwood Phase 4/5 Development Manager 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 Brentwood Phase 4/5 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
Chairperson, Board of Supervisors

WITNESS:

LENNAR HOMES, LLC,
a Florida limited liability company

[Print Name]

Mark McDonald, its Vice President

Exhibit A: Legal Description of Brentwood Phase 4/5
Exhibit B: *Second Amended and Restated Engineer's Report*, dated March 18, 2024

EXHIBIT A – LEGAL DESCRIPTION OF BRENTWOOD PHASE 4/5

[TO BE ADDED]

EXHIBIT B – ENGINEER’S REPORT

SECTION D

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

(ASSESSMENT AREA TWO BONDS)

THIS AGREEMENT (the “Agreement”) is made and entered into this 29th day of April 2024, by and between:

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

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 March 18, 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 1A and 1B 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 builder or third-party purchaser of all or a portion of the lands located within Assessment Area Two that pertain to the Wynnstone Project (as defined in the Engineer's Report) 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 March 18, 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

Exhibit C

Acknowledgement and Acceptance of Assignment of Developer Agreements

**AGREEMENT BY AND BETWEEN THE WESTSIDE HAINES CITY COMMUNITY
DEVELOPMENT DISTRICT AND KL LB BUY 2 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 29th day of April 2024, by and between:

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

KL LB BUY 2 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

LENNAR HOMES, LLC, a Florida limited liability company, whose mailing address is 6675 Westwood Blvd., 5th Fl, Orlando, FL 32821 (the “Brentwood Phase 4/5 Development Manager” and, together with the District and the Landowner, 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 March 18, 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 Brentwood Phase 4/5 Development Manager is responsible for development within the Landowner Lands; 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 and/or the Brentwood Phase 4/5 Development Manager have 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 and the Brentwood Phase 4/5 Development Manager desire 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, the Brentwood Phase 4/5 Development Manager, 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, the Brentwood Phase 4/5 Development Manager, 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 Brentwood Phase 4/5 Development Manager or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. For purposes of this Agreement, the entity who owns the improvements to be conveyed to the District shall be known as the “Seller.” The Seller shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Seller 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 Seller disputes the District Engineer’s opinion as to cost, the District and the Seller 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 Seller 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 Seller agrees to release to the District all right, title, and interest which the Seller 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 Seller shall retain the right, title and interest to use the Work Product, and the District shall grant the Seller a license to use the Work Product to the extent reasonably required by the Seller 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 Seller 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 Seller to the District in respect thereto.

D. The Landowner agrees to make reasonable good faith efforts, but without imposing any requirement on Seller 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 Seller access to and use of the Work Product without the payment of any fee by the Seller. 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 Seller agrees to pay such cost or expense.

SECTION 3. IMPROVEMENTS. The Seller has expended certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Seller 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 Seller to the District, the Seller shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Seller 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 Seller 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 Seller’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 Seller 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 Seller, 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 Seller 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 Seller 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 Seller 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 Seller 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 Seller 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 Seller for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. The Seller 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 and Brentwood Phase 4/5 Development Manager agree 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 or the Brentwood Phase 4/5 Development Manager, and their respective 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 and Brentwood Phase 4/5 Development Manager 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, the Landowner, and the Brentwood Phase 4/5 Development Manager 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, the Landowner, and the Brentwood Phase 4/5 Development Manager. The Parties have complied with all the requirements of law. The Parties 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 2 LLC
225 Liberty Street, Suite 4210
New York, NY 10281
Attn: _____
- With a copy to: Godbold, Downing, Bill, & Rentz, P.A.
222 W. Comstock Ave., Ste. # 101
Winter Park, FL 32789
Attn: Kristen K. Idle
- C.** If to Development Manager: Lennar Homes, LLC
6675 Westwood Blvd., 5th Fl
Orlando, FL 3282
- With a copy to: Lennar Corporation
700 N. 107th Avenue
Miami, Florida 33172
Attention: Mark Sustana, Esq., General Counsel

Telephone: (305) 229-6584

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 any Party may deliver Notice on behalf of said 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 in this Agreement.

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties 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 Parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and 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 and the Brentwood Phase 4/5 Development Manager'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 or Brentwood Phase 4/5 Development Manager pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner or the Brentwood Phase 4/5 Development Manager 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 Parties.

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 and Brentwood Phase 4/5 Development Manager understand and agree 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 2 LLC,
a Delaware limited liability company

[Print Name]

Print Name: _____
Title: _____

WITNESS:

LENNAR HOMES, LLC,
a Florida limited liability company

[Print Name]

Print Name: Mark McDonald
Title: Vice President

Exhibit A: *Second Amended and Restated Engineer's Report*, dated March 18, 2024

Exhibit B: Legal Description of Landowner Lands (Brentwood Phase 4/5)

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

**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, 2024-08, 2024-09, 2024-10, and 2024-11 (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 \$35,500,000 (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 29th day of April 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 April, 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

**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 2 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, 2024-08, 2024-09, 2024-10, and 2024-11 (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 \$35,500,000 (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 29th day of April 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 2 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 April, 2024, by _____, as _____ of KL LB Buy 2 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 VI

**SUPPLEMENTAL
ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO**

FOR

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT DISTRICT**

Date: April 16, 2024

Prepared by

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

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

1.0 Introduction

The Westside Haines City Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District will issue on April 29, 2024, its \$35,500,000 of tax-exempt bonds (the “Bonds”) for the purpose of financing certain Assessment Area Two infrastructure improvements (“Assessment Area Two Capital Improvement Plan” or “AA2 CIP”) within the District more specifically described in the Second Amended & Restated Engineer’s Report dated March 18, 2024, prepared by Dewberry Engineers Inc., Brentwood – Phases 2, 3, 4 and 5, Cascades - Phase 3, and Wynnstone – Phase 1 (collectively known as “Assessment Area Two”) as described on Composite Exhibit 7, as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of infrastructure improvements that benefit property owners within Assessment Area Two of the District.

1.1 Purpose

This Supplemental Assessment Methodology for Assessment Area Two (the “Supplemental Report”) which supplements the Master Assessment Methodology dated March 29, 2021 (the “Master Report”) and together with the Supplemental Report (the “Assessment Report”), provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within Assessment Area Two within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the AA2 CIP. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

The District will levy, impose, and collect non ad valorem special assessments (“Special Assessments”) on the benefited lands within Assessment Area Two of the District securing repayment of the Bonds based on this Assessment Report. It is anticipated that all of the proposed Special Assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District including those for maintenance and operation of the Bonds, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 595.10 acres located within Haines City, Florida. Assessment Area Two consists of approximately 351.03 acres of the District. The development program for Assessment Area Two of the District currently envisions 1,406 residential units. The proposed development program is depicted in

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

The improvements contemplated by the District in the AA2 CIP will provide facilities that benefit certain property within Assessment Area Two of the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management, utilities (water, sewer, & streetlighting), roadway, entry feature, parks & amenities, and contingency. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the AA2 CIP.
2. The District Engineer determines the assessable acres that benefit from the District's AA2 CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the AA2 CIP.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number and type of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property within Assessment Area Two of the District, different in kind and degree, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within Assessment Area Two of the District. The implementation of the AA2 CIP enables properties within the boundaries of Assessment Area Two within the District to be developed. Without the District's AA2 CIP, there would be no infrastructure to support development of land within Assessment Area Two of the District. Without these improvements, development of the property within Assessment Area Two of the District would be prohibited by law.

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

therefore receiving special benefits not received by the general public and those outside Assessment Area Two of the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

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

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

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

1.5 Special Benefits Will Equal or Exceed the Costs Allocated

The special benefits provided to the property within Assessment Area Two of the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's AA2 CIP that is necessary to support full development of property within Assessment Area Two of the District will cost approximately \$64,893,640. The District's Underwriter has determined that financing costs required to fund a portion of the AA2 CIP costs, the cost of issuance of the Bonds, and the funding of a debt service reserve account will be \$35,500,000. Without the AA2 CIP, the property within Assessment Area Two of the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District will issue on April 29, 2024, its \$35,500,000 in Bonds to fund a portion of the District's AA2 CIP, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$35,500,000 in debt to the properties within Assessment Area Two of the District benefiting from the AA2 CIP.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within Assessment Area Two of the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the AA2 CIP needed to support the development; these construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$64,893,640. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate

funds to pay for a portion of the AA2 CIP and related costs was determined by the District's Underwriter to total \$35,500,000. Table 3 shows the breakdown of the Bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for Assessment Area Two of the District is completed. Until the platting process occurs, the AA2 CIP funded by District Bonds will benefit all acres within Assessment Area Two of the District.

The initial assessments will be levied on an equal basis to all gross acreage within Assessment Area Two of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all the lands within Assessment Area Two of the District are benefiting from the AA2 CIP. If any parcel, or part thereof, is sold to a builder or other third party prior to platting, the assessments will be allocated to such parcel of land based on the development plan associated with that parcel, or part thereof. The owner of that parcel, or part thereof, would be responsible for any true-up payment due in accordance with Section 3.0.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the assigned properties within Assessment Area Two of the District, which are the beneficiaries of the AA2 CIP, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. This is reflected on Table 5. Based on the product type and number of units anticipated to absorb a certain amount of the Bond principal, it is estimated that the CDD will recognize a developer contribution equal to \$10,355,000 in eligible infrastructure.

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

2.3 Allocation of Benefit

The AA2 CIP consists of offsite improvements, stormwater management, utilities (water, sewer, & streetlighting), roadway, entry feature, parks & amenities, and contingency. There are three product types within the planned development. The single-family 40' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the product type. It is important to note that the benefit derived from the AA2 CIP on a particular unit will exceed the cost that the unit will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed AA2 CIP will provide several types of systems, facilities and services for its residents. These offsite improvements, stormwater management, utilities (water, sewer, & streetlighting), roadway, entry feature, parks & amenities, and contingency. The benefit from the AA2 CIP accrues in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of improvements to the assigned properties.

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

For the provision of the AA2 CIP, the special and peculiar benefits are:

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

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

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

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

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar

benefits to the property derived from the acquisition and/or construction of AA2 CIP have been apportioned to the property within Assessment Area Two of the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of Assessment Area Two of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated assigned properties are built and sold as planned, and the entire proposed AA2 CIP is constructed.

3.0 True Up Mechanism

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

4.0 Assessment Roll

The District will initially distribute the Special Assessments across the property within Assessment Area Two of the District on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the

foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in Assessment Area Two of the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

TABLE 1
 WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
 DEVELOPMENT PROGRAM
 SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Land Use*	Brentwood Phase 2	Brentwood Phase 3	Brentwood Phase 4&5	Cascades Phase 3	Wynnstone Phase 1A	Wynnstone Phase 1B	Total Units	ERUs per Unit (1)	Total ERUs
Townhome	124	122	0	0	0	0	246	0.75	184.50
Townhome (2)	0	0	290	0	0	0	290	0.75	217.50
Single Family 40'	0	0	0	219	0	0	219	1.00	219.00
Single Family 40' (2)	0	0	0	0	239	0	239	1.00	239.00
Single Family 40' (3)	0	0	0	0	0	34	34	1.00	34.00
Single Family 50'	0	0	0	125	0	0	125	1.25	156.25
Single Family 50' (2)	0	0	0	0	243	0	243	1.25	303.75
Single Family 50' (3)	0	0	0	0	0	10	10	1.25	12.50
Total Units	124	122	290	344	482	44	1,406		1,367

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a Single Family 40' lot at 1 ERU

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

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

Assessment Area Two Capital Improvement Plan ("AA2 CIP")	Brentwood - Phase 2	Brentwood - Phase 3	Brentwood - Phase 4&5	Cascades - Phase 3	Wynnstone - Phase 1A	Wynnstone - Phase 1B	Total Cost Estimate
Offsite Improvements	\$ 200,000	\$ -	\$ 250,000	\$ 1,011,097	\$ 7,266,122	\$ 663,297	\$ 9,390,516
Stormwater Management	\$ 1,103,340	\$ 1,461,713	\$ 4,482,699	\$ 4,048,597	\$ 3,852,613	\$ 351,691	\$ 15,300,653
Utilities (Water, Sewer, & Street lighting)	\$ 1,004,920	\$ 1,331,325	\$ 4,082,835	\$ 3,848,597	\$ 3,753,053	\$ 342,602	\$ 14,363,332
Roadway	\$ 481,740	\$ 638,213	\$ 1,957,234	\$ 2,377,222	\$ 1,747,617	\$ 159,533	\$ 7,361,559
Entry Feature	\$ -	\$ 200,000	\$ 125,000	\$ 461,097	\$ 865,794	\$ 79,035	\$ 1,730,926
Parks & Amenities	\$ -	\$ -	\$ 1,250,000	\$ 961,097	\$ 2,999,236	\$ 273,789	\$ 5,484,122
Professional Fees	\$ 279,000	\$ 363,125	\$ 1,214,777	\$ 1,270,771	\$ 2,048,444	\$ 186,995	\$ 5,363,111
Contingency	\$ 306,900	\$ 399,438	\$ 1,336,254	\$ 1,397,848	\$ 2,253,288	\$ 205,694	\$ 5,899,422
	\$ 3,375,900	\$ 4,393,813	\$ 14,698,799	\$ 15,376,327	\$ 24,786,166	\$ 2,262,636	\$ 64,893,640

(1) A detailed description of these improvements is provided in the Second Amended & Restated Engineer's Report dated March 18, 2024.

Prepared by: Governmental Management Services - Central Florida, LLC

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

Bond Sizing

Description	Total
Sources	
Par	\$ 35,500,000
Total Sources	\$ 35,500,000
Uses	
Brentwood 2/3 Construction Fund	\$ 4,680,811
Brentwood 4/5 Construction Fund	\$ 4,227,748
Cascades Construction Fund	\$ 10,395,833
Wynnstone 1A Construction Fund	\$ 11,915,024
Wynnstone 1B Construction Fund	\$ 753,008
Debt Service Reserve	\$ 2,522,100
Underwriters Discount	\$ 710,000
Cost of Issuance	\$ 295,475
Total Uses	\$ 35,500,000

Bond Assumptions:

Average Coupon	5.91%
Amortization	30 Years
Capitalized Interest	None
Debt Service Reserve	MADS
Underwriters Discount	2%

TABLE 4
 WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
 ALLOCATION OF IMPROVEMENT COSTS
 SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Townhome	246	0.75	184.5	13.50%	\$ 8,761,710	\$ 35,617
Townhome (2)	290	0.75	217.5	15.92%	\$ 10,328,845	\$ 35,617
Single Family 40'	219	1.00	219	16.03%	\$ 10,400,078	\$ 47,489
Single Family 40' (2)	239	1.00	239	17.49%	\$ 11,349,857	\$ 47,489
Single Family 40' (3)	34	1.00	34	2.49%	\$ 1,614,624	\$ 47,489
Single Family 50'	125	1.25	156.25	11.43%	\$ 7,420,147	\$ 59,361
Single Family 50' (2)	243	1.25	303.75	22.23%	\$ 14,424,766	\$ 59,361
Single Family 50' (3)	10	1.25	12.5	0.91%	\$ 593,612	\$ 59,361
	1,406		1,367	100.00%	\$ 64,893,640	

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

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

Land Use	No. of Units *	Total Improvements Costs Per Product Type	Potential Allocation of Par Debt Per Product Type	Developer Contributions**	Allocation of Par Debt Per Product Type	Per Unit Revised Par
Townhome	246	\$ 8,761,710	\$ 6,191,180	\$ (993,926)	\$ 5,197,254	\$ 21,127
Townhome (2)	290	\$ 10,328,845	\$ 7,298,546	\$ (2,604,342)	\$ 4,694,203	\$ 16,187
Single Family 40'	219	\$ 10,400,078	\$ 7,348,880	\$ (396)	\$ 7,348,484	\$ 33,555
Single Family 40' (2)	239	\$ 11,349,857	\$ 8,020,011	\$ (1,460,091)	\$ 6,559,920	\$ 27,447
Single Family 40' (3)	34	\$ 1,614,624	\$ 1,140,922	\$ (494,853)	\$ 646,069	\$ 19,002
Single Family 50'	125	\$ 7,420,147	\$ 5,243,208	\$ (1,048,868)	\$ 4,194,340	\$ 33,555
Single Family 50' (2)	243	\$ 14,424,766	\$ 10,192,796	\$ (3,523,087)	\$ 6,669,710	\$ 27,447
Single Family 50' (3)	10	\$ 593,612	\$ 419,457	\$ (229,436)	\$ 190,020	\$ 19,002
	1,406	\$ 64,893,640	\$ 45,855,000	\$ (10,355,000)	\$ 35,500,000	

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

** In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. Based on the product type and number of units anticipated to absorb the Bond Principal, it is estimated that the CDD will recognize a developer contribution equal to \$10,355,000 in eligible infrastructure.

TABLE 6
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Townhome	246	\$ 5,197,253.53	\$ 21,127.05	\$ 369,239.24	\$ 1,500.97	\$ 1,613.95
Townhome (2)	290	\$ 4,694,203.24	\$ 16,186.91	\$ 333,500.00	\$ 1,150.00	\$ 1,236.56
Single Family 40'	219	\$ 7,348,484.00	\$ 33,554.72	\$ 522,073.56	\$ 2,383.90	\$ 2,563.33
Single Family 40' (2)	239	\$ 6,559,920.30	\$ 27,447.37	\$ 466,050.00	\$ 1,950.00	\$ 2,096.77
Single Family 40' (3)	34	\$ 646,068.75	\$ 19,002.02	\$ 45,900.00	\$ 1,350.00	\$ 1,451.61
Single Family 50'	125	\$ 4,194,340.18	\$ 33,554.72	\$ 297,987.19	\$ 2,383.90	\$ 2,563.33
Single Family 50' (2)	243	\$ 6,669,709.77	\$ 27,447.37	\$ 473,850.00	\$ 1,950.00	\$ 2,096.77
Single Family 50' (3)	10	\$ 190,020.22	\$ 19,002.02	\$ 13,500.00	\$ 1,350.00	\$ 1,451.61
	1,406	\$ 35,500,000.00		\$ 2,522,100		

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

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

TABLE 7
 WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
 PRELIMINARY ASSESSMENT ROLL
 SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
GLK REAL ESTATE LLC	272630708000040131	0.47	\$ 101,132	\$ 47,326	\$ 3,362	\$ 3,615
KL LB BUY 2 LLC	272619705015002280**	0.74	\$ 101,132	\$ 74,838	\$ 5,317	\$ 5,717
GLK REAL ESTATE LLC	272619705000020040	8.12	\$ 101,132	\$ 821,168	\$ 58,340	\$ 62,731
GLK REAL ESTATE LLC	272619705000020110	5.24	\$ 101,132	\$ 530,069	\$ 37,659	\$ 40,493
GLK REAL ESTATE LLC	272619705000020120	5.05	\$ 101,132	\$ 510,834	\$ 36,292	\$ 39,024
GLK REAL ESTATE LLC	272619705000020130	3.41	\$ 101,132	\$ 345,200	\$ 24,525	\$ 26,371
GLK REAL ESTATE LLC	272630707500040051	9.03	\$ 101,132	\$ 913,036	\$ 64,867	\$ 69,749
GLK REAL ESTATE LLC	272630708000030191	36.72	\$ 101,132	\$ 3,713,521	\$ 263,827	\$ 283,685
GLK REAL ESTATE LLC	272630708000030250	6.43	\$ 101,132	\$ 650,538	\$ 46,218	\$ 49,696
GLK REAL ESTATE LLC	272630708000030261	8.58	\$ 101,132	\$ 867,314	\$ 61,618	\$ 66,256
GLK REAL ESTATE LLC	272630708000040097	12.35	\$ 101,132	\$ 1,248,501	\$ 88,700	\$ 95,376
KL LB BUY 2 LLC	272619705000020220	1.34	\$ 101,132	\$ 135,311	\$ 9,613	\$ 10,337
KL LB BUY 2 LLC	272619705000020210	5.09	\$ 101,132	\$ 514,556	\$ 36,557	\$ 39,308
KL LB BUY 2 LLC	272619705000020180	14.09	\$ 101,132	\$ 1,424,743	\$ 101,221	\$ 108,840
KL LB BUY 2 LLC	272619705000020171	2.98	\$ 101,132	\$ 301,167	\$ 21,396	\$ 23,007
GLK REAL ESTATE LLC	272619705000040280	5.11	\$ 101,132	\$ 516,578	\$ 36,700	\$ 39,463
GLK REAL ESTATE LLC	272630708000030030	11.84	\$ 101,132	\$ 1,197,196	\$ 85,055	\$ 91,457
GLK REAL ESTATE LLC	272630708000030010	11.64	\$ 101,132	\$ 1,176,970	\$ 83,618	\$ 89,912
GLK REAL ESTATE LLC	272619705000040290	11.77	\$ 101,132	\$ 1,190,117	\$ 84,552	\$ 90,916
GLK REAL ESTATE LLC	272619705000040170	23.20	\$ 101,132	\$ 2,346,055	\$ 166,676	\$ 179,221
GLK REAL ESTATE LLC	272619705000040190	11.76	\$ 101,132	\$ 1,189,106	\$ 84,480	\$ 90,839

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
GLK REAL ESTATE LLC	272619704500040141	16.82	\$ 101,132	\$ 1,700,833	\$ 120,836	\$ 129,931
GLK REAL ESTATE LLC	272619704500040041	10.49	\$ 101,132	\$ 1,060,668	\$ 75,355	\$ 81,027
GLK REAL ESTATE LLC	272619705000040050	9.80	\$ 101,132	\$ 990,887	\$ 70,398	\$ 75,696
GLK REAL ESTATE LLC	272619705000040060	5.32	\$ 101,132	\$ 537,816	\$ 38,209	\$ 41,085
GLK REAL ESTATE LLC	272619704500040011	1.98	\$ 101,132	\$ 200,035	\$ 14,212	\$ 15,281
GLK REAL ESTATE LLC	272619705000030171	81.36	\$ 101,132	\$ 8,227,889	\$ 584,551	\$ 628,549
GLK REAL ESTATE LLC	272619705000030201	12.81	\$ 101,132	\$ 1,295,294	\$ 92,024	\$ 98,951
GLK REAL ESTATE LLC	272619705000030210	10.10	\$ 101,132	\$ 1,021,227	\$ 72,553	\$ 78,014
GLK REAL ESTATE LLC	272619705000030012	7.43	\$ 101,132	\$ 751,205	\$ 53,369	\$ 57,386
Totals		351.03		\$ 35,500,000	\$ 2,522,100	\$ 2,711,935

Annual Assessment Periods	30 Years
Average Coupon Rate (%)	5.91%
Maximum Annual Debt Service	\$2,522,100

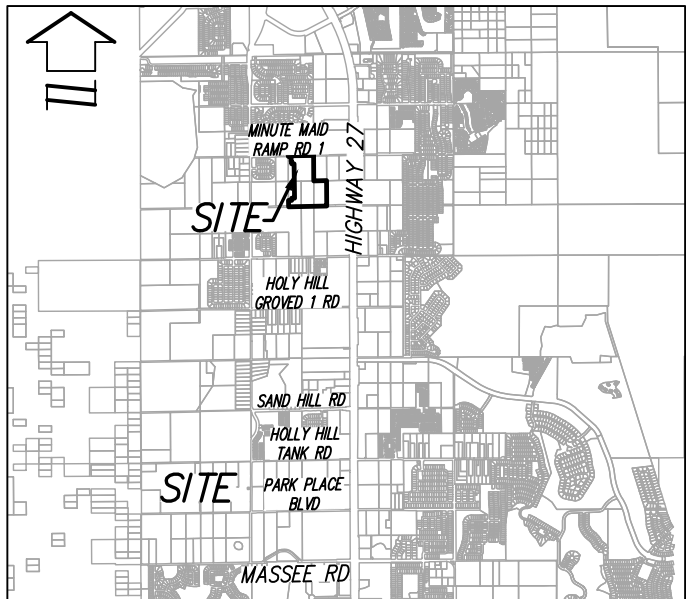
(1) This amount includes estimated collection fees and early payment discounts when collected on the Polk County Tax Bill

*See attached legal decsrrcription for Assessment Area Two

**Only a portion of this parcel representing 0.741 acres will be assessed

Prepared by: Governmental Management Services - Central Florida, LLC

Brentwood Phases 2 & 3



VICINITY MAP:
NOT TO SCALE

LEGEND:

—	LINE BREAK	L	LENGTH
PC	POINT OF CURVATURE	R	RADIUS
PRC	POINT OF REVERSE CURVATURE	Δ	CENTRAL ANGLE
PCC	POINT OF COMPOUND CURVATURE	CB	CHORD BEARING
PNT	POINT OF NON-TANGENCY	CH	CHORD LENGTH
PT	POINT OF TANGENCY	SF	SQUARE FEET
R/W	RIGHT OF WAY	AC	ACRES
ORB	OFFICIAL RECORDS BOOK	SEC	SECTION
PB	PLAT BOOK		
PG(S)	PAGE(S)		

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS BEING N89°59'19"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. INFORMATION SHOWN HEREON ARE CALCULATED BASED ON RECORDED DEEDS RETRIEVED FROM THE POLK COUNTY PROPERTY APPRAISER WEBSITE, CERTIFIED CORNER RECORDS RETRIEVED FROM THE LABINS WEBSITE AND POLK COUNTY GIS. NO FIELD WORK WAS INVOLVED IN THE PREPARATION OF THIS SKETCH AND LEGAL.
6. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
7. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY HENRY A. KILBURN, PSM 6661, ON 11/28/2023 PER FAC 5J-17.062(2).

HENRY A. KILBURN _____ DATE

FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 6661

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 4

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)

SECTION 19,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/08/2023

REV DATE:

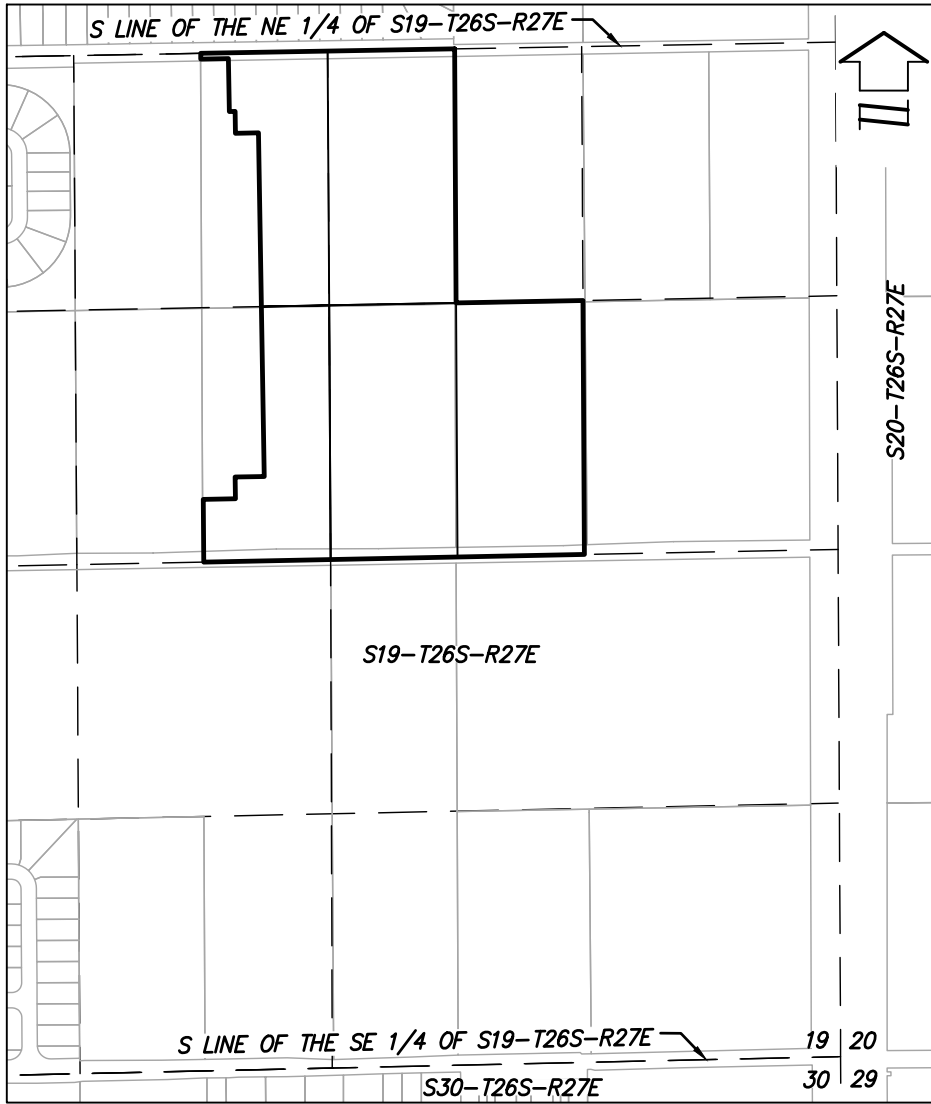
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PROJ: 50142055

DRAWN BY: WS

CHECKED BY: HAK

Drawing name: C:\Users\wsamalot\AppData\Local\Temp\AcPublish_17596\50151874_sursketch_Brentwood Ph 2-3.dwg DEW desc. & sketch Sheet 2 Nov 28, 2023 1:07pm by wsamalot



KEY MAP:
NOT TO SCALE

SHEET 2 OF 4

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)

SECTION 19,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

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CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 11/15/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50142055
DRAWN BY: WS
CHECKED BY: HAK

LEGAL DESCRIPTION:

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.

SHEET 3 OF 4

(SEE SHEET 4 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

**WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)**

SECTION 19,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

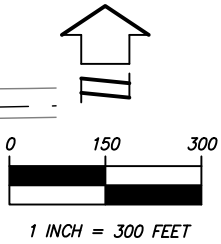
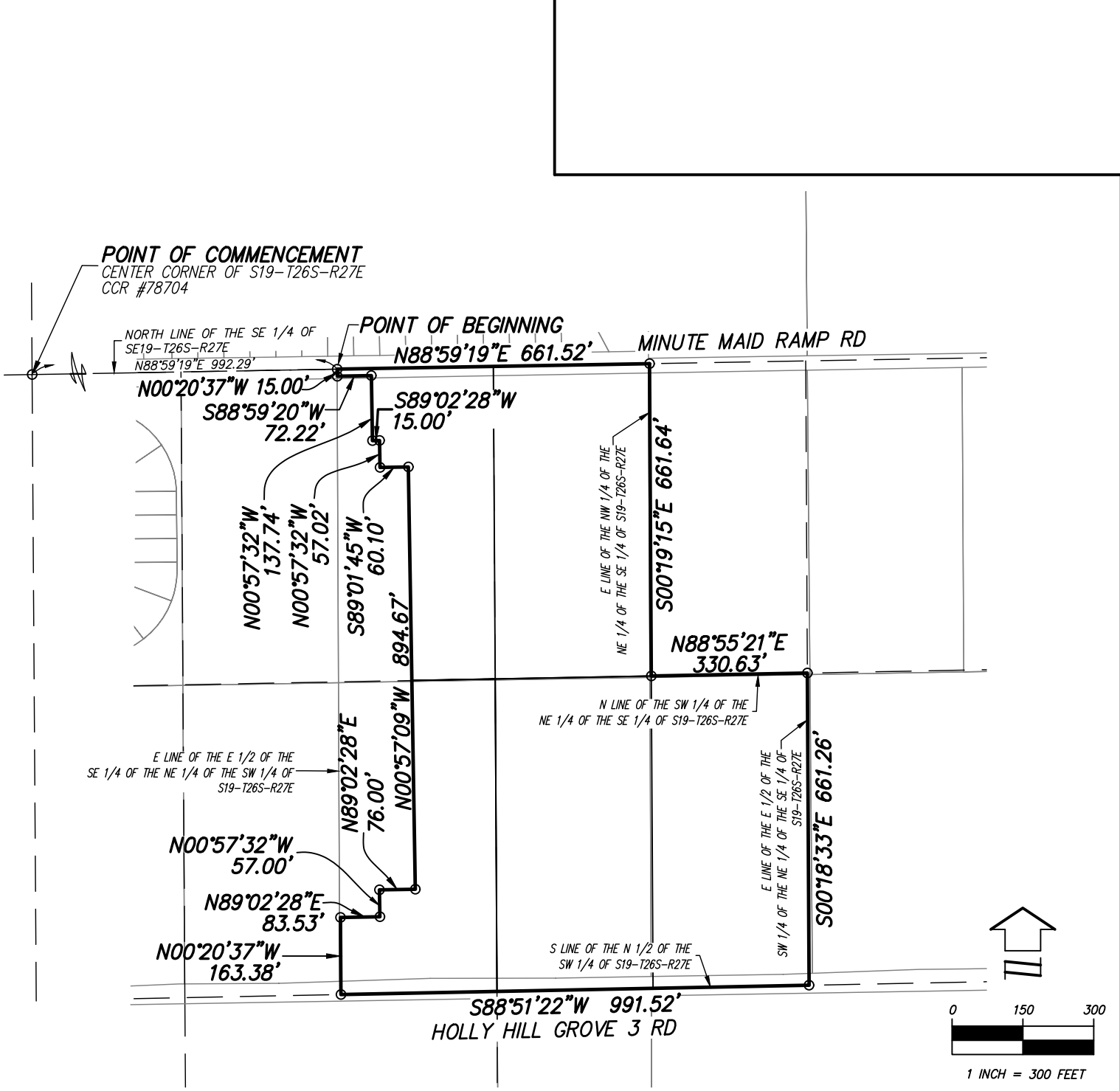
CH DEV LLC

DATE: 11/15/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50142055
DRAWN BY: WS
CHECKED BY: HAK

Drawing name: C:\Users\wsamalot\AppData\Local\temp\AcPublish_17596\50151874_sursketch_Brentwood Ph 2-3.dwg DEW desc. & sketch Sheet 3 Nov 28, 2023 1:07pm by wsamalot

Drawing name: C:\Users\wsamalot\AppData\Local\temp\AcPublish_17596\50151874_sursketch_Brentwood Ph 2-3.dwg DEW desc. & sketch Sheet 4 Nov 28, 2023 1:07pm by wsamalot




SHEET 4 OF 4

(SEE SHEET 3 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 -OF-
WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)
 SECTION 19,
 TOWNSHIP 28 SOUTH, RANGE 27 EAST
 POLK COUNTY FLORIDA

 **Dewberry**
 131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
CH DEV LLC
 DATE: 11/15/2023
 REV DATE:
 SCALE 1" = 300'
 PROJ: 50142055
 DRAWN BY: WS
 CHECKED BY: HAK

Brentwood Phases 4 & 5

DESCRIPTION:

A portion of TRACTS D-4 and D-5 of BRENTWOOD TOWNHOMES PHASE I, according to the plat thereof as recorded in Plat Book 194, Pages 16 through 19 of the public records of Polk County, Florida and a portion of Tracts 17, 18, 19 and 22 and all of Tracts 20 and 21 of the FLORIDA DEVELOPMENT COMPANY TRACT, according to the map or plat thereof, as recorded in Plat Book 3, Pages 60 through 63 of said public records, said parcel of land lying in Section 19, Township 26 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 19, run thence along the East boundary thereof, N.00°17'10"W., a distance of 660.13 feet to a point on the Easterly extension of the South boundary of said Tracts 17 through 24; thence along said South boundary and the Easterly extension thereof, S.88°48'08"W., a distance of 925.72 feet, to the **POINT OF BEGINNING**; thence continue along said South boundary, a portion of which also being the North boundary of COUNTRY WALK ESTATES, as recorded in Plat Book 155, Page 36 and 37, of the Public Records of said county, S.88°48'08"W., a distance of 1701.40 feet to a point on the Easterly maintained right-of-way line of FDC GROVE ROAD; thence along said Easterly maintained right-of-way line, N.00°04'22"E., a distance of 254.84 feet to the Southwest corner of said BRENTWOOD TOWNHOMES PHASE I; thence along the South boundary and the Northerly extension thereof of said BRENTWOOD TOWNHOMES PHASE I the following two (2) courses: (1) N.89°01'45"E., a distance of 219.05 feet; (2) N.00°58'15"W., a distance of 414.97 feet; thence N.89°02'28"E., a distance of 135.00 feet; thence S.00°57'32"E., a distance of 17.44 feet; thence N.89°02'28"E., a distance of 916.33 feet to a point on said South Boundary of BRENTWOOD TOWNHOMES PHASE I, thence along said South boundary N.88°51'21"E., a distance of 433.78 feet to a point on the East boundary of the West 65.00 feet of said Tract 22; thence along said East boundary, S.00°18'53"E., a distance of 646.73 feet to the **POINT OF BEGINNING**.

Containing 23.403 acres, more or less.

Cascades Phase 3

LEGAL DESCRIPTIONS

Parcel Number: 272630-708000-040131 (Per Book 10032, Pages 1308 - 1311):

THAT PART OF TRACT 13 IN THE SW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT LOCATED IN POLK COUNTY, FLORIDA" RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA DESCRIBED AS: BEGIN AT A POINT ON THE EAST BOUNDARY OF SAID TRACT 13, 495.13 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT 13, AND RUN SOUTH 00°03'28" WEST ALONG SAID EAST BOUNDARY, 151.28 FEET; THENCE SOUTH 89°01'41" WEST 101.28 FEET; THENCE NORTH 33°32'22" EAST 183.56 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-708000-040097 (Per Book 10032, Pages 1308 - 1311):

A PORTION OF TRACTS 9, 10, 11, AND 12 IN THE SW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT LOCATED IN POLK COUNTY, FLORIDA," RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS: BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 12 AND RUN NORTH 89°02'03" EAST ALONG THE NORTH BOUNDARIES OF SAID TRACTS 10 AND 11, 589.37 FEET; THENCE SOUTH 00°05'35" WEST, PARALLEL WITH THE EAST BOUNDARY OF TRACT 9, 616.31 FEET; THENCE NORTH 89°01'41" EAST TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF F.D.C. GROVE ROAD; THENCE SOUTH 00°05'35" WEST ALONG SAID RIGHT OF WAY LINE, 30.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 9, THENCE SOUTH 89°01'41" WEST ALONG THE SOUTH BOUNDARIES OF SAID TRACTS 9, 10, 11, AND 12, 1310.43 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 12; THENCE NORTH 00°03'28" EAST ALONG THE WEST BOUNDARY OF SAID TRACT 12; 151.28 FEET; THENCE NORTH 33°32'22" EAST, 600.73 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-707500-040051 (Per Book 10032, Pages 1308 - 1311):

THAT PART OF TRACTS 5, 6, 7, AND 8 IN THE SW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY FLORIDA, AS SHOWN ON THE PLAT OF "SUBDIVISION BY HOLLY HILL GROVE & FRUIT COMPANY POLK COUNTY, FLA," RECORDED IN PLAT BOOK 17, PAGE 35 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS: BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 5 AND RUN NORTH 05°47'32" EAST, 501.06 FEET; THENCE NORTH 41°18'00" WEST, 195.07 FEET OF THE SOUTH LINE OF A PLATTED RIGHT OF WAY; THENCE NORTH 89°02'26" EAST ALONG SAID SOUTH RIGHT OF WAY LINE; 10581.51 FEET TO THE WESTERLY RIGHT OF WAY LINE OF F.D.C. GROVE ROAD; THENCE SOUTH 00°05'36" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 30.00 FEET; THENCE SOUTH 89°02'26" WEST, 390.00 FEET; THENCE SOUTH 00°05'36" WEST, PARALLEL WITH THE EASTERLY BOUNDARY OF SAID TRACT 8, 616.31 FEET TO THE SOUTH BOUNDARY OF SAID TRACT 7; THENCE SOUTH 89°02'03" WEST, 589.37 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-708000-030191 (Per Book 10032, Pages 1308 - 1311):

The SOUTH 1/2 OF TRACTS 19 AND 20, ALL OF TRACTS 21 THROUGH 24, INCLUSIVE AND ALL OF TRACTS 28, 29, AND 30 IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT LOCATED IN POLK COUNTY, FLORIDA" AS RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT: BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 24 (ON THE LAND LINE); AND RUN SOUTH 89°07'-1" WEST, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 24 AND 23, 407.00 FEET; THENCE NORTH 00°05'34" EAST 613.83 FEET; THENCE NORTH 89°11'37" EAST, 407.00 FEET TO THE EAST BOUNDARY OF SAID TRACT 24; THENCE SOUTH 00°05'34" WEST, 613.30 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-708000-030261 (Per Book 10543, Pages 1285 - 1288):

TRACT 26 IN THE NW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. LESS AND EXCEPT FROM THE ABOVE DESCRIBED TRACT 26 THE REAL PROPERTY DESCRIBED AS FOLLOWS:

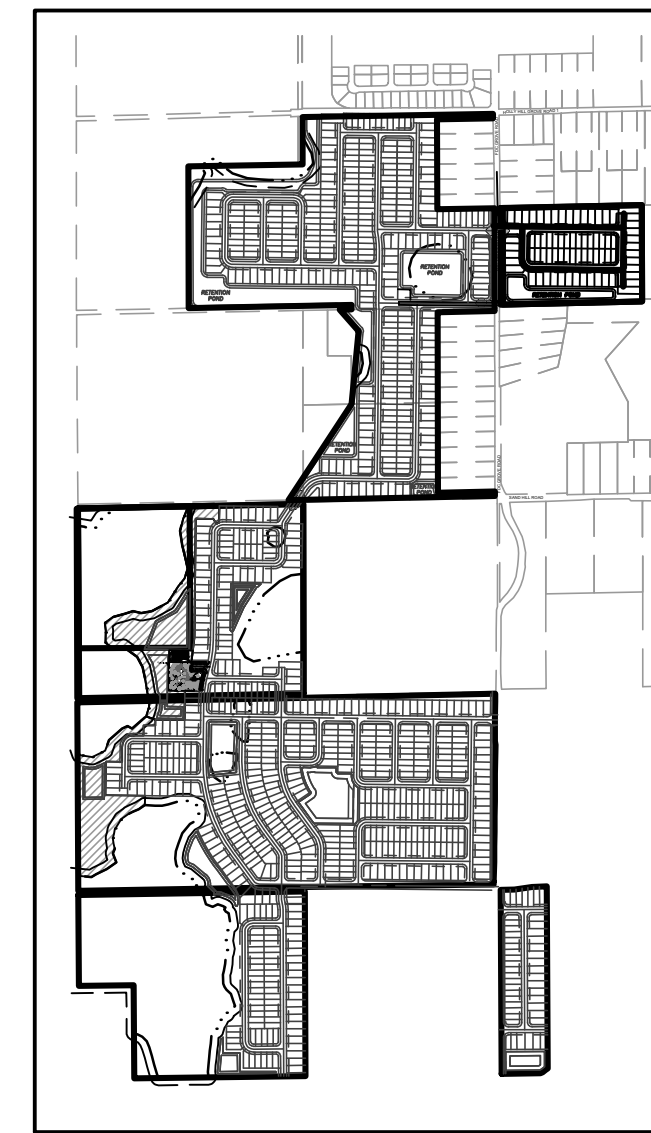
A PORTION OF TRACT 26 IN THE NW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ACCORDING TO THE PLAT OF "FLORIDA DEVELOPMENT COMPANY SUBDIVISION," RECORDED IN PLAT BOOK 3, PAGES 60-63, POLK COUNTY, FLORIDA, ALL BEING FURTHER DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD AND CAP "RLS 3781" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE WEST RIGHT-OF-WAY LINE (30' PLATTED RIGHT-OF-WAY WIDTH) OF FDC GROVE ROAD, AND RUN THENCE ALONG THE EAST LINE OF SAID TRACT 25, ALSO BEING SAID WEST RIGHT-OF-WAY LINE, S-00°07'00"-E, 643.72 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE NORTH PLATTED RIGHT-OF-WAY LINE (30' PLATTED RIGHT OF WAY WIDTH) OF A PLATTED STREET (NOT PHYSICALLY OPEN); THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, AND ALONG THE SOUTH LINE OF SAID TRACT 25 AND SAID TRACT 26, ALSO ALONG SAID NORTH PLATTED RIGHT-OF-WAY LINE, S-88°55'22"-W, 417.44 FEET; THENCE DEPARTING SAID NORTH PLATTED RIGHT-OF-WAY LINE, N-00°07'00"-W, 644.16 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 26; THENCE ALONG THE NORTH LINE OF SAID TRACT 26 AND SAID TRACT 25 N-88°59'00"-E, 417.43 FEET TO THE POINT OF BEGINNING.

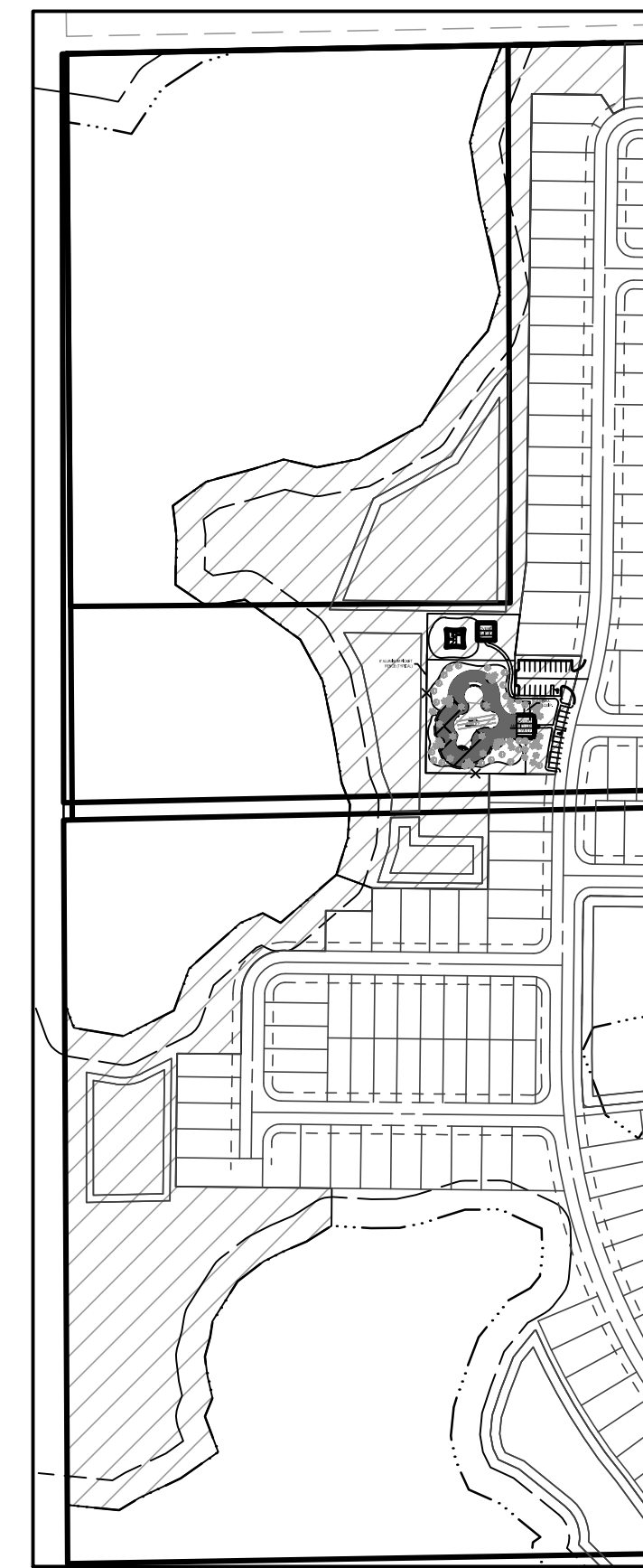
Parcel Number: 272630-708500-030250 (Per Book 10543, Pages 1065 - 1067):

ALL OF TRACT 25, AND A PORTION OF TRACT 26, ALL LYING IN THE NW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ACCORDING TO THE PLAT OF "FLORIDA DEVELOPMENT COMPANY SUBDIVISION," RECORDED IN PLAT BOOK 3, PAGES 60-63, POLK COUNTY, FLORIDA, ALL BEING FURTHER DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD AND CAP "RLS 3781" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE WEST RIGHT-OF-WAY LINE (30' PLATTED RIGHT-OF-WAY WIDTH) OF FDC GROVE ROAD, AND RUN THENCE ALONG THE EAST LINE OF SAID TRACT 25, ALSO BEING SAID WEST RIGHT-OF-WAY LINE, S-00°07'00"-E, 643.72 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE NORTH PLATTED RIGHT-OF-WAY LINE (30' PLATTED RIGHT OF WAY WIDTH) OF A PLATTED STREET (NOT PHYSICALLY OPEN); THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, AND ALONG THE SOUTH LINE OF SAID TRACT 25 AND SAID TRACT 26, ALSO ALONG SAID NORTH PLATTED RIGHT-OF-WAY LINE, S-88°55'22"-W, 417.44 FEET; THENCE DEPARTING SAID NORTH PLATTED RIGHT-OF-WAY LINE, N-00°07'00"-W, 644.16 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 26; THENCE ALONG THE NORTH LINE OF SAID TRACT 26 AND SAID TRACT 25 N-88°59'00"-E, 417.43 FEET TO THE POINT OF BEGINNING.

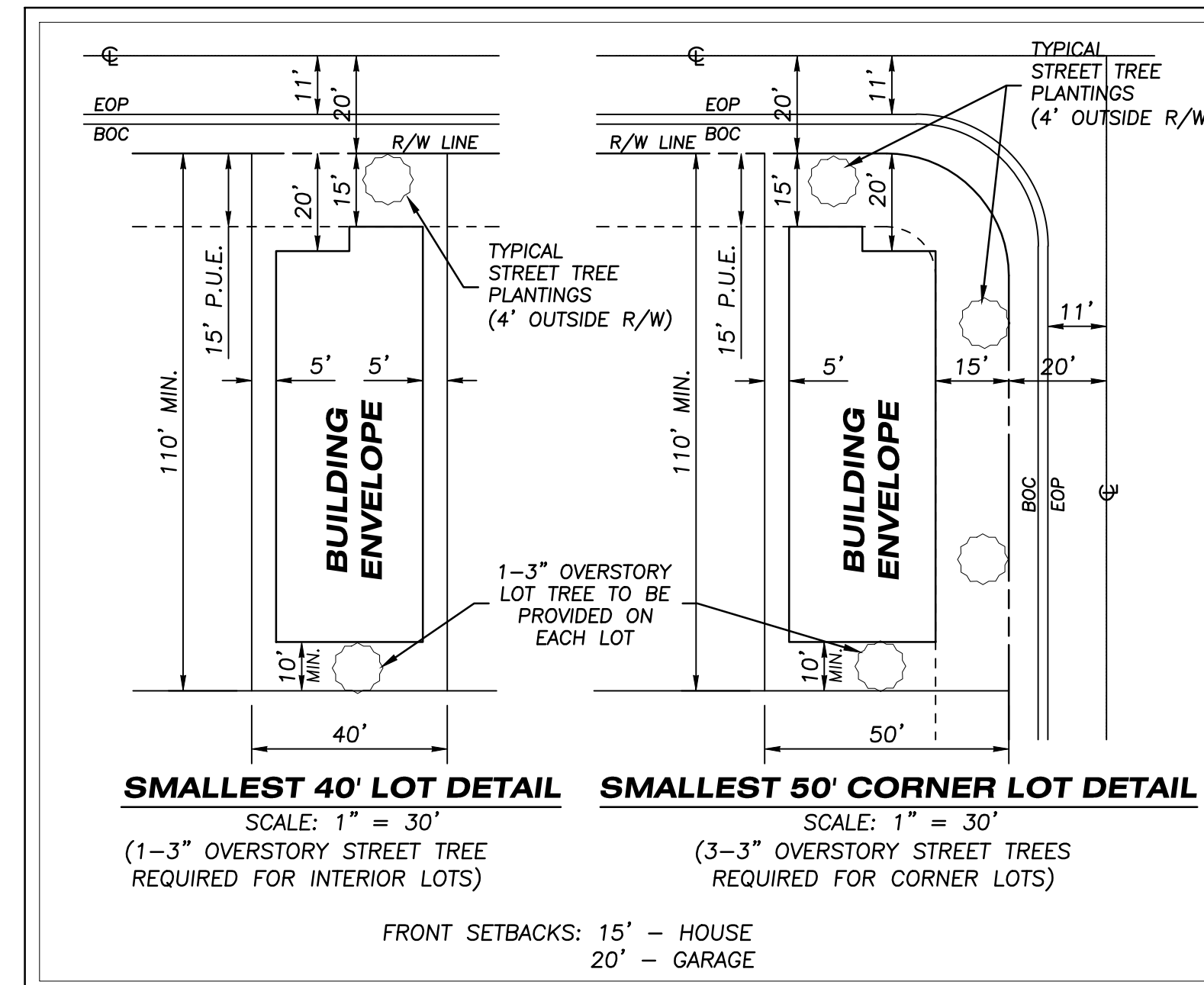


RECREATION KEY



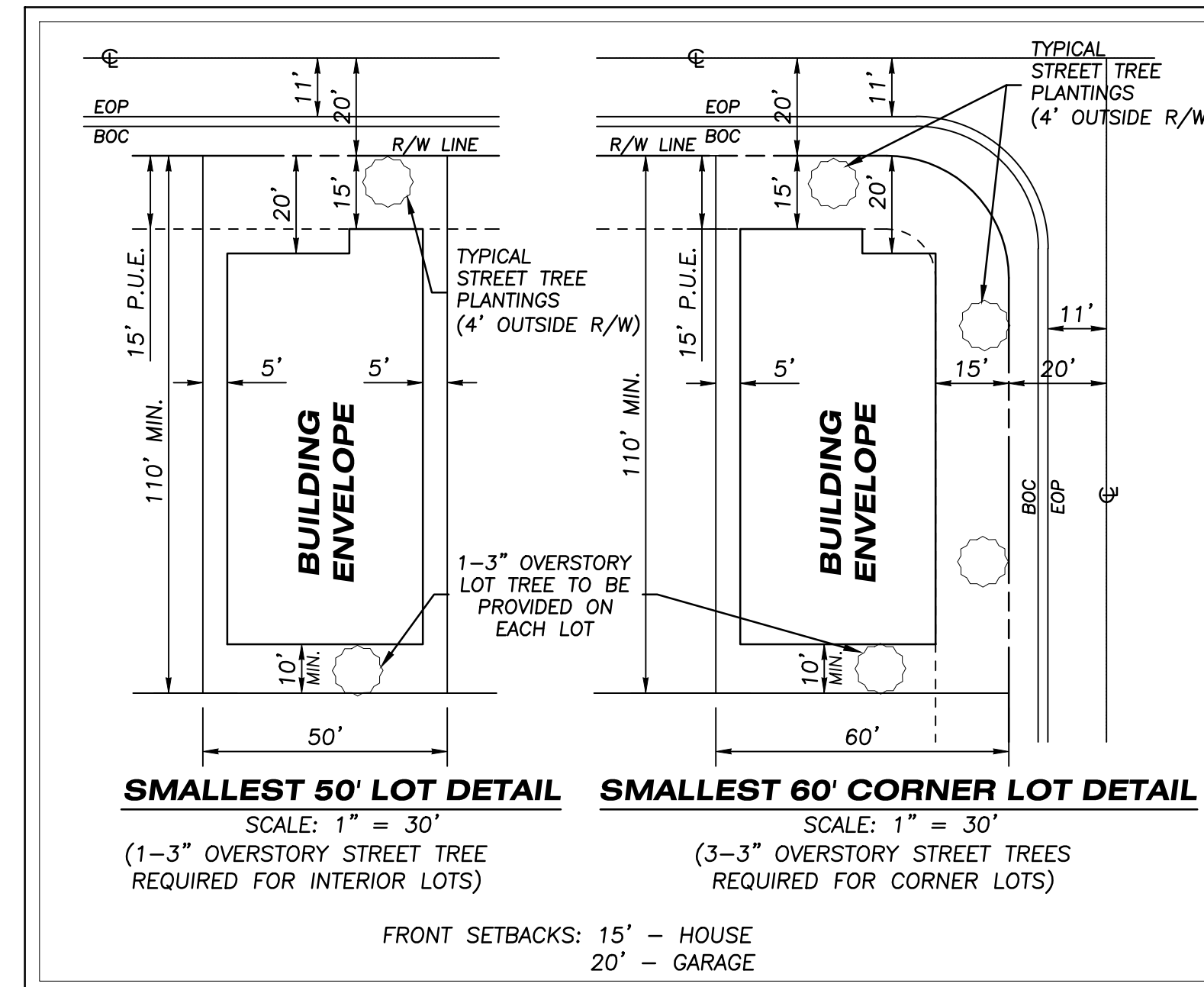
RECREATION AREA

RECREATION/ OPEN SPACE



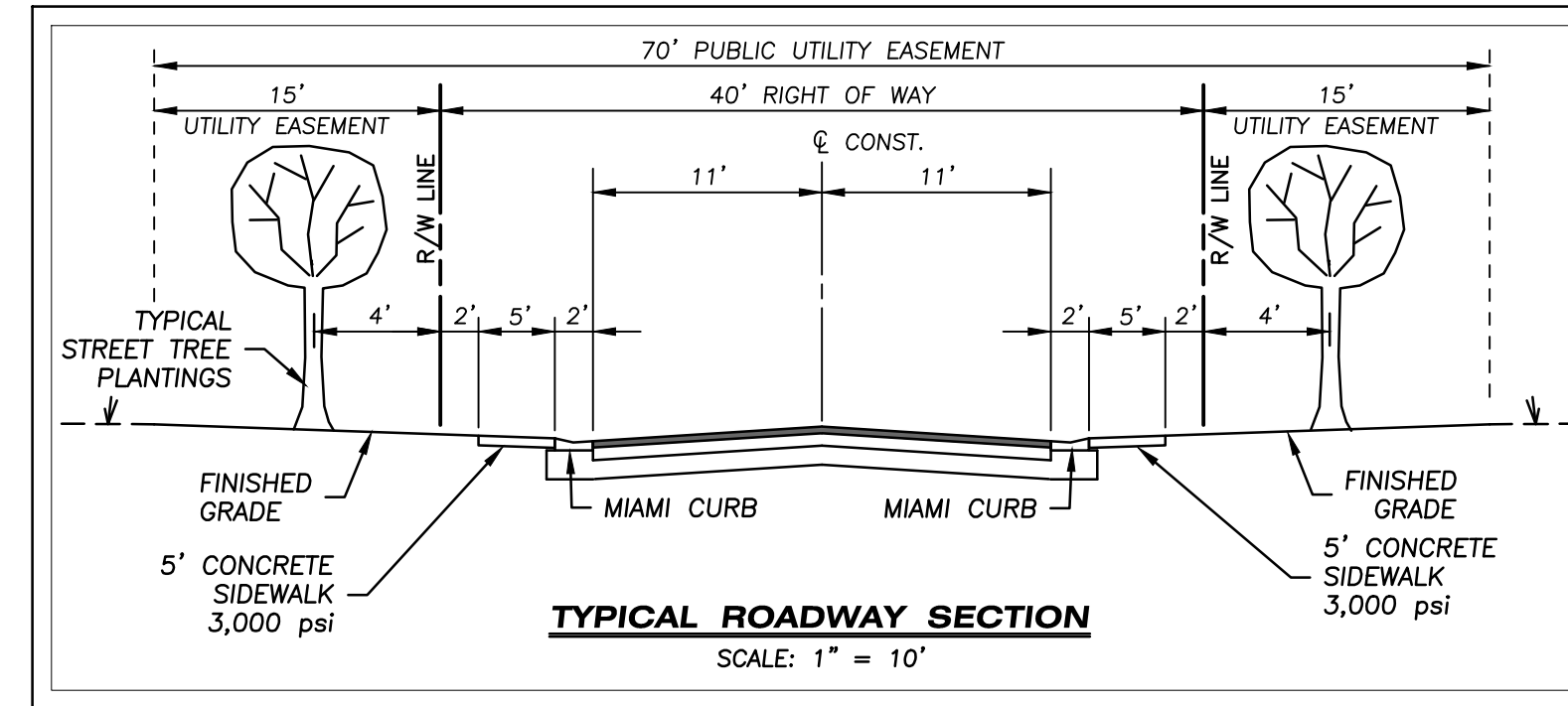
SMALLEST 40' LOT DETAIL SCALE: 1" = 30'
(1-3" OVERSTORY STREET TREE REQUIRED FOR INTERIOR LOTS)
SMALLEST 50' CORNER LOT DETAIL SCALE: 1" = 30'
(3-3" OVERSTORY STREET TREES REQUIRED FOR CORNER LOTS)

FRONT SETBACKS: 15' - HOUSE
20' - GARAGE



SMALLEST 50' LOT DETAIL SCALE: 1" = 30'
(1-3" OVERSTORY STREET TREE REQUIRED FOR INTERIOR LOTS)
SMALLEST 60' CORNER LOT DETAIL SCALE: 1" = 30'
(3-3" OVERSTORY STREET TREES REQUIRED FOR CORNER LOTS)

FRONT SETBACKS: 15' - HOUSE
20' - GARAGE



TYPICAL ROADWAY SECTION SCALE: 1" = 10'

SITE PLAN STANDARDS NOTES:

- PROJECT IS PROPOSED TO BE CONSTRUCTED IN A SINGLE PHASE.
- ESTIMATED TIME OF COMPLETION OF PROJECT: SEPTEMBER, 2022.
- GROSS AREA PROJECT: 72.27 ACRES.
- PROPOSED DENSITY: 344-LOTS ON 72.27 ACRES - 4.76 LOTS/ACRE.
- NUMBER OF DWELLING UNITS: 344-SINGLE FAMILY RESIDENTIAL UNITS PROPOSED.
- FLOOR AREA RATIO (FAR) NOT APPLICABLE - PROPOSED RESIDENTIAL DEVELOPMENT.
- MINIMUM GARAGE SIZE OF 400 SF TO BE PROVIDED FOR 2 CAR GARAGE.
- IMPERVIOUS AREA: SHALL NOT EXCEED 70%.
- WETLAND ACREAGE: 4.77.
- CURRENT ZONING IS PD.
- PROJECT IS DEVELOPMENT OF SINGLE FAMILY RESIDENTIAL HOMES WITH A MAXIMUM HEIGHT OF 2-STORIES.
- CURRENT/FUTURE LAND USE OF SITE IS RL-1 WITH DEVELOPMENT AREA SDA DESIGNATION. CURRENT/FUTURE LAND USE DESIGNATIONS FOR PROPERTIES IMMEDIATELY ADJACENT WITHIN 150' OF SITE ARE DEPICTED ON PLAN.
- FLOOD ZONES ON SITE AND WITHIN 150' OF THE SITE BOUNDARIES IS ZONE X WITH A SMALL AREA OF FLOOD ZONE A ON THE PROPERTY.
- PROPOSED LOT LINES AND DIMENSIONS ARE DEPICTED ON PLAN. GENERAL LAND USE WILL BE A 344-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION DEVELOPMENT. THE USE OF THE TRACTS ARE NOTED ON THE PLAN, INCLUDING OPEN SPACE AND BUFFER AREAS. EASEMENTS FOR PUBLIC UTILITIES ARE DELINEATED ON PLAN.
- TYPICAL LOT LAYOUTS ARE DEPICTED IN DETAILS ON PLAN.
- PROPOSED ENTRANCE SIGNAGE AREAS ARE DEPICTED ON PLAN.

MINIMUM SETBACK CRITERIA

FRONT (HOUSE):	15'
FRONT (GARAGE):	20'
SIDE:	5'
REAR:	10'
CORNER LOT SIDE:	15'
ACCESSORY UNIT:	5'
POOL SCREEN ENCLOSURE:	3'

DEVELOPMENT PLAN NOTES FOR ACCESS

- 22' WIDE PAVEMENT WITH 2" MIAMI CURBS AND GUTTERS ARE DEPICTED ON PLAN, THAT MAY BE USED FOR ACCESS BY EMERGENCY APPARATUS.
- "NO PARKING ON STREETS" SIGNS WILL BE POSTED AT PROJECT ENTRANCES.
- ACCESS TO SITE WILL BE FROM FDC GROVE ROAD, FULLY IMPROVED POLK COUNTY PUBLIC ROADWAY.

DEVELOPMENT PLAN NOTES FOR UTILITIES

- EXISTING POTABLE WATER AND SANITARY SEWER SYSTEMS ARE PROVIDED BY POLK COUNTY. THIS PROJECT WILL CONNECT WITH THESE EXISTING SYSTEMS, AND WILL BE EXTENDED TO SITE THROUGH EXISTING AND PROPOSED EASEMENTS. ELECTRIC POWER, TELEPHONE AND CABLE TV SERVICE WILL BE PROVIDED FROM EXISTING SYSTEMS IN FDC GROVE ROAD AND SURROUNDING ROADWAY NETWORK.
- EXISTING AND PROPOSED EASEMENTS FOR FACILITIES MAINTAINED BY POLK COUNTY ARE DEPICTED ON PLAN.

DEVELOPMENT PLAN NOTES FOR FIRE PROTECTION

- PROPOSED FIRE HYDRANTS FOR DEVELOPMENT WILL BE SERVED BY 6" MINIMUM WATER MAIN. LOCATIONS WILL BE REVIEWED DURING LEVEL 2 REVIEW OF PRE-CONSTRUCTION PLANS FOR DEVELOPMENT. FIRE FLOW RESULTS WILL BE PROVIDED AT TIME OF LEVEL 2 REVIEW OF DEVELOPMENT. HYDRANTS SHALL COMPLY WITH HAINES CITY FIRE DEPARTMENT CRITERIA AND SHALL BE SPACED NO MORE THAN 800' APART.

LAND USE DATA:

TOTAL LAND AREA	= 72.27 ACRES+/-
TOTAL LOTS	= 344 LOTS
DENSITY	= 4.76 UNITS/ACRE
REQUIRED OPEN SPACE (0.1 X 72.27)	= 7.28 ACRES
OPEN SPACE PROVIDED OVERALL	= 44.00 ACRES
RECREATION REQUIRED (520 SF/UNIT) & 344 UNITS =	4.11 AC.
RECREATION PROVIDED OVERALL	= 14.9 AC.

PARCELS

- 272630-708000-030191
- 272630-708000-030261
- 272630-708000-030250
- 272630-707500-040051
- 272630-708000-040097
- 272630-708000-040131

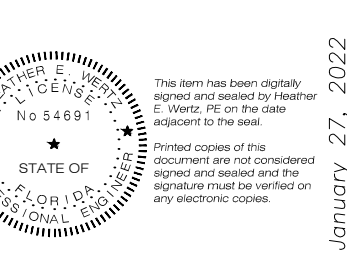
TOTAL = 72.27 AC.±

ABSOLUTE ENGINEERING, INC.
1000 N. ASHLEY DRIVE, SUITE 805
TAMPA, FLORIDA 33602
C.A. NO. 28858
(813) 291-1516 TEL
(813) 344-0100 FAX

GENERAL NOTES

CASCADES SUBDIVISION PHASE 3
FDC GROVE ROAD, HAINES CITY
POLK COUNTY, FLORIDA

NO.	DATE	REVISION



DATE:	11-05-2021
SEC TWP RING:	30 / 26S / 27E
JOB #:	
DRAWN BY:	JJM
CHECKED BY:	WERTZ

LEGAL DESCRIPTION
PROPOSED "WYNNSTONE" SUBDIVISION PHASE 1
BOND ISSUANCE BOUNDARY
Revised 2-22-2024

NOTES:

- PERIMETER BOUNDARY INFORMATION BASED ON "ALTA/NSPS LAND TITLE SURVEY", PREPARED BY GEO POINT SURVEYING, INC., JOB# 1001945-LEN WS 001, FIELD SURVEY DATE: OCTOBER 26, 2023, AND "BOUNDARY SURVEY", PREPARED BY GEO POINT SURVEYING, INC., JOB #1001945-GLK WS-002, FIELD SURVEY DATE: DECEMBER 19, 2023, BOTH WERE RELIED UPON AS BEING COMPLETED AND CORRECT.
- INTERIOR ROADWAYS AND LOT CONFIGURATION BASED ON "CONCEPTUAL SITE PLAN-SINGLE FAMILY", WYNNSTONE SINGLE FAMILY, POLK COUNTY, FLORIDA", PREPARED BY ABSOLUTE ENGINEERING, INC. JOB # 19-0009-0010, AND WAS RELIED UPON AS BEING COMPLETE AND CORRECT.

ALL OF TRACTS 1, 2, 3, AND 4 IN THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING WITHIN THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AS RECORDED IN PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND

ALL OF TRACTS 1, 2, 3, 4, 13, 14, 15, AND 16 IN THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING WITHIN THE PLAT OF "HOLLY HILL GROVE & FRUIT COMPANY", AS RECORDED IN PLAT BOOK 17, PAGE 34 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND

ALL OF TRACTS 5, 6, 12, 17, 18, 19, 28, 29, 30, 31, AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

PARTS OF TRACTS 9, 10, 11, 20, 21, 22, 23, AND 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

ALL OF THE SOUTH 150.00 FEET OF TRACTS 1 AND 2 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

PART OF THE SOUTH 150.00 FEET OF TRACT 3 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

ALL OF TRACTS 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31 AND 32 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED RIGHT-OF-WAY (30.00 FEET TOTAL WIDTH), LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 1, 2, 3 AND 4 IN THE NORTHWEST ¼ OF SAID SECTION 30, AND LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 29, 30, 31, AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, ALL BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED 15.00 FEET WIDE RIGHT-OF-WAY LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 17, 18, 19, 20, 21, 22, 23, AND 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED 15.00 FEET WIDE RIGHT-OF-WAY LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 13, 14, 15, AND 16 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY";



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 EMAIL: INFO@WOODCIVIL.COM
 CERTIFICATE OF AUTHORIZATION NO. 32508

PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNNSTONE" SUBDIVISION

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

TOGETHER WITH

ALL OF THAT MAINTAINED RIGHT-OF-WAY (WIDTH VARIES) ACCORDING TO MAP BOOK 17, PAGES 93 TO 99 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING NORTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 9, 10, 11, AND 12 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING EAST OF AND ADJOINING THE EAST BOUNDARY OF TRACTS 9 AND 24, **AND ALL** OF THAT MAINTAINED RIGHT-OF-WAY ACCORDING TO MAP BOOK 18, PAGES 43 TO 61 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING WEST OF AND ADJOINING THE EAST BOUNDARY OF TRACTS 9 AND 24, ALL IN THE SOUTHWEST ¼ OF SAID SECTION 19, AND BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT REMAINING 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACT 4 IN THE SOUTHWEST ¼ OF SAID SECTION 19, AND BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY", LYING EAST OF THE EASTERLY BOUNDARY OF THE VACATED RIGHT-OF-WAY ACCORDING TO THE OFFICIAL RECORDS BOOK 8483, PAGE 400, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND TOGETHER WITH

ALL OF THAT REMAINING 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACT 29 IN THE NORTHWEST ¼ OF SAID SECTION 19, **AND** BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", LYING EAST OF THE EASTERLY BOUNDARY OF THE VACATED RIGHT-OF-WAY ACCORDING TO THE OFFICIAL RECORDS BOOK 8483, PAGE 400, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND TOGETHER WITH

ALL OF THAT PLATTED RIGHT-OF-WAY (30.00 FEET TOTAL WIDTH) LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 5 AND 6 IN THE SOUTHWEST ¼ OF SECTION 19, **AND** LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 27 AND 28 IN THE NORTHWEST ¼ OF SECTION 19, ALL BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT".

DESCRIPTION:

ALL BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT A 4" X 4" CONCRETE MONUMENT AND CAP "RLS3781" STANDING AT THE WEST ¼ (QUARTER) CORNER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE WEST BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30, N-00°04'07"-W, 1985.41 FEET; THENCE DEPARTING SAID WEST BOUNDARY, RUN N-89°55'53"-E, 15.00 FEET TO THE SOUTHWEST CORNER OF TRACT 1 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", SAID POINT IS ALSO THE **POINT OF BEGINNING**; THENCE ALONG THE WEST BOUNDARY OF SAID TRACT 1 AND ITS NORTHERLY PROJECTION, N-00°04'07"-W, 661.71 FEET TO A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30, SAID POINT IS ALSO ON THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF TRACT 17 AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND THE SOUTHERLY AND NORTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 1 AND 16 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY", AND THE SOUTHERLY AND NORTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 17, PAGE 34, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 17 AND 32 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND THE SOUTHERLY AND NORTHERLY PROJECTIONS THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 1 AND 16 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND THE SOUTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, RUN N-00°04'06"-W, 4785.68 FEET TO A 5/8" IRON ROD AND CAP "LB5073" STANDING AT THE NORTHWEST CORNER OF THE SOUTH 150.00 FEET OF SAID TRACT 1, SAID POINT IS ALSO THE SOUTHWEST CORNER OF SUNSET RIDGE PHASE 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 126, PAGES 36 TO 41 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING SAID WEST BOUNDARY AND SAID EASTERLY RIGHT-OF-WAY, RUN ALONG THE NORTH BOUNDARY OF THE SOUTH 150.00



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**PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNSTONE" SUBDIVISION**

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

FEET OF TRACTS 1, 2, AND 3 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", ALSO BEING THE SOUTH BOUNDARY OF SAID "SUNSET RIDGE PHASE 2", RUN N-89°08'35"-E, BASIS OF BEARING FOR THIS DESCRIPTION, 1061.45 FEET; THENCE DEPARTING SAID NORTH BOUNDARY OF THE SOUTH 150.00 FEET OF TRACTS 1, 2, AND 3, AND DEPARTING THE SOUTH BOUNDARY OF SAID "SUNSET RIDGE PHASE 2, RUN S-00°11'00"-E, 150.01 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT 14 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE CONTINUE ALONG THE NORTH BOUNDARY OF SAID TRACT 14, AND CONTINUE ALONG THE NORTH BOUNDARY OF TRACT 13 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN N-89°08'35"-E, 460.61 FEET TO A 4" X 4" CONCRETE MONUMENT AND CAP "LB 8112" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 13, SAID POINT ALSO BEING THE NORTHWEST CORNER OF "NATURES RESERVE PHASE 1" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGES 47 TO 49 (INCLUSIVE) PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 13 AND ITS SOUTHERLY PROJECTION, ALSO BEING THE WEST BOUNDARY OF SAID "NATURES RESERVE PHASE 1", RUN S-00°20'10"-E, 676.06 FEET TO THE NORTHWEST CORNER OF TRACT 21 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT 21, AND CONTINUE ALONG THE NORTH BOUNDARY OF TRACT 22 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN N-89°06'00"-E, 662.14 FEET TO A 5/8" IRON ROD WITH NO IDENTIFICATION STANDING AT THE NORTHEAST CORNER OF SAID TRACT 22; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 22 AND THE EAST BOUNDARY OF TRACT 27 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND ITS SOUTHERLY PROJECTION, ALSO BEING THE WEST BOUNDARY OF SAID "NATURES RESERVE PHASE 1" AND ITS SOUTHERLY PROJECTION, AND CONTINUE ALONG THE EAST BOUNDARY OF TRACT 6 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND ITS NORTHERLY AND SOUTHERLY EXTENSIONS, RUN S-00°21'46"-E, 1976.46 FEET; THENCE S-89°00'33"-W, 115.96 FEET; THENCE S-89°55'13"-W, 168.00 FEET; THENCE S-00°04'47"-E, 110.00 FEET; THENCE N-89°55'13"-E, 30.23 FEET; THENCE S-00°04'47"-E, 40.00 FEET; THENCE N-89°55'13"-E, 85.00 FEET; THENCE S-00°04'47"-E, 480.00 FEET; THENCE N-89°55'13"-E, 85.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 170.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 155.00 FEET; THENCE N-00°04'47"-W, 120.00 FEET; THENCE N-89°55'13"-E, 5.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 59°12'40", A CHORD BEARING OF N-60°18'52"-E, A CHORD DISTANCE OF 74.10 FEET, FOR AN ARC LENGTH OF 77.57 FEET; THENCE ALONG A NON-RADIAL LINE, N-89°55'13"-E, 133.06 FEET; THENCE N-00°05'16"-W, 489.86 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT 9 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG SAID NORTH BOUNDARY, N-89°05'03"-E, 19.99 FEET TO A POINT ON THE WESTERLY MAINTAINED RIGHT-OF-WAY OF FDC GROVE ROAD, ACCORDING TO MAP BOOK 18, PAGES 43 TO 61 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH BOUNDARY AND ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING SIX (6) COURSES: 1) S-00°27'36"-E, 607.85 FEET; THENCE 2) S-18°10'05"-W, 18.77 FEET; THENCE 3) S-10°22'17"-E, 53.68 FEET; THENCE 4) S-00°22'39"-E, 197.61 FEET; THENCE 5) S-01°12'23"-W, 332.36 FEET; THENCE 6) S-00°27'05"-W, 118.81 FEET TO A POINT ON THE SOUTH BOUNDARY OF TRACT 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE DEPARTING SAID WESTERLY MAINTAINED RIGHT-OF-WAY, AND ALONG THE SOUTH BOUNDARY OF SAID TRACT 24, RUN S-89°08'17"-W, 20.02 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, RUN N-00°05'16"-W, 490.71 FEET; THENCE S-89°55'13"-W, 126.36 FEET; THENCE ALONG A RADIAL LINE, S-52°13'40"-W, 15.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 52°18'27", A CHORD BEARING OF N-63°55'34"-W, A CHORD DISTANCE OF 66.12 FEET, FOR AN ARC LENGTH OF 68.47 FEET; THENCE S-89°55'13"-W, 5.00 FEET; THENCE N-00°04'47"-W, 120.00 FEET; THENCE S-89°55'13"-W, 155.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE

**PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNSTONE" SUBDIVISION**

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES



1925 BARTOW ROAD LAKELAND, FL 33801
OFFICE: (863) 940-2040 FAX: (863) 940-2044
EMAIL: INFO@WOODCIVIL.COM
CERTIFICATE OF AUTHORIZATION NO. 32508

NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 85.00 FEET; THENCE S-00°04'47"-E, 481.18 FEET; THENCE S-22°12'50"-E, 88.48 FEET; THENCE S-46°46'12"-E, 81.16 FEET; THENCE S-70°05'16"-E, 72.63 FEET; THENCE N-89°55'13"-E, 202.89 FEET TO THE NORTHEAST CORNER OF TRACT 28 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 28, RUN S-00°21'05"-E, 647.48 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 28; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 28, RUN S-89°03'32"-W, 331.81 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 28; THENCE DEPARTING SAID SOUTH BOUNDARY, RUN S-00°20'33"-E, 15.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 19, ALSO BEING A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30; THENCE ALONG THE EAST BOUNDARY OF TRACT 4 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND ITS NORTHERLY PROJECTION, RUN S-00°07'14"-E, 660.05 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 4; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 4, AND CONTINUE ALONG THE SOUTH BOUNDARY OF TRACTS 1, 2, AND 3 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN S-89°06'13"-W, 1544.95 FEET TO THE POINT OF BEGINNING.

CONTAINING: 234.358 ACRES, MORE OR LESS.



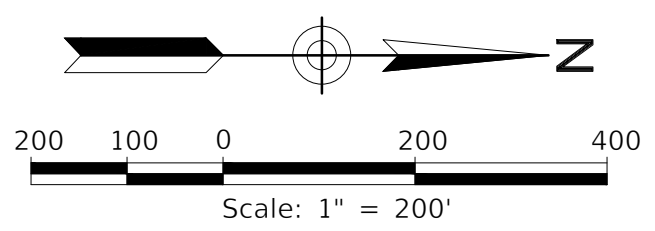
1925 BARTOW ROAD LAKELAND, FL 33801
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**PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNSTONE" SUBDIVISION**

LEGAL DESCRIPTION

(NOT A SURVEY)

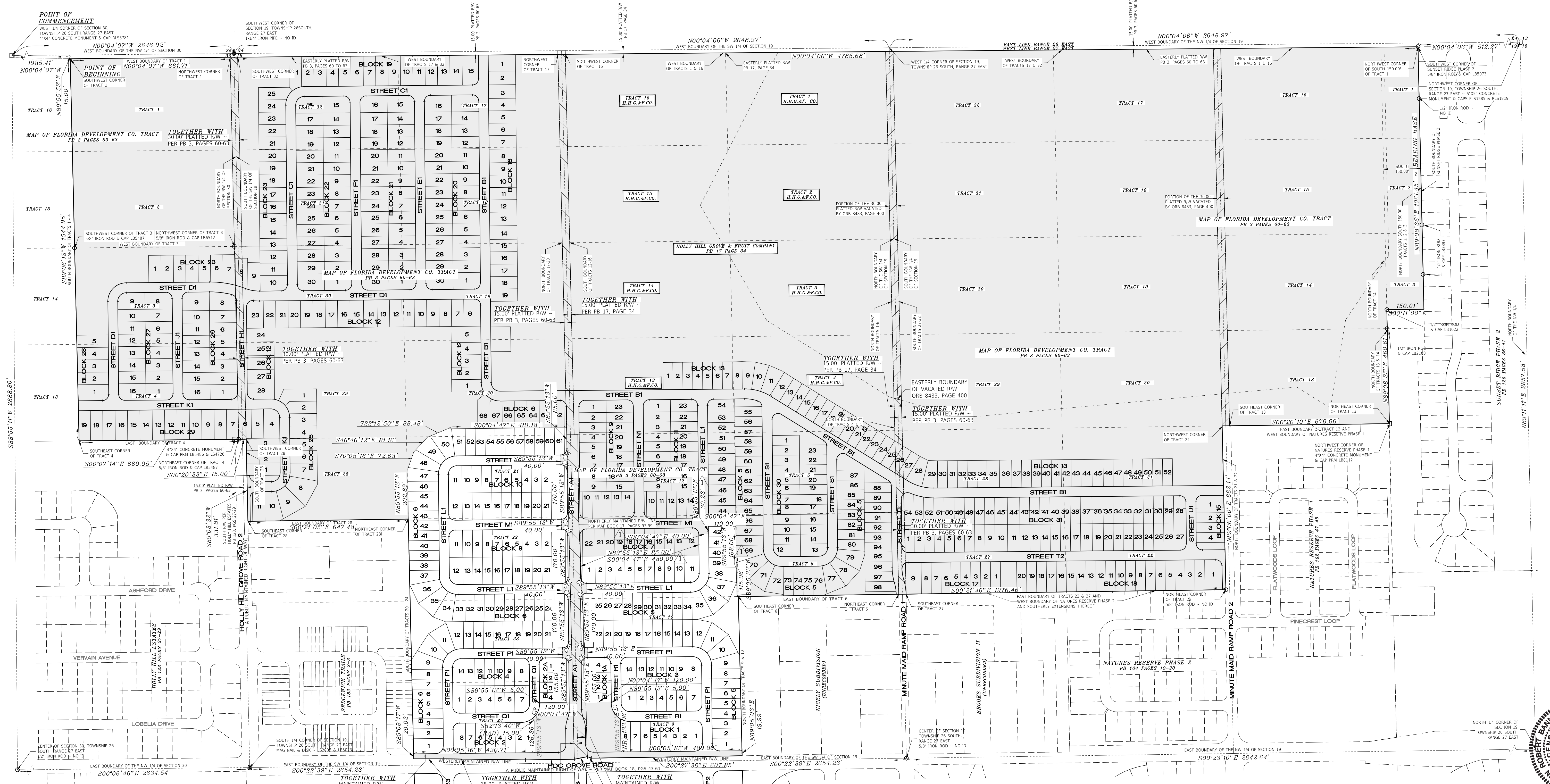
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LEGEND AND NOTES

- TRACT 12 TRACT NUMBER PER "MAP OF FLORIDA DEVELOPMENT CO. TRACT", PER PLAT BOOK 3, PAGES 60-63
- TRACT 2 H.H.G.&F. CO. TRACT NUMBER PER "HOLLY HILL GROVE & FRUIT COMPANY", PER PLAT BOOH 17, PAGE 34
- P.O.B. POINT OF BEGINNING
- (RAD) RADIAL
- (NR) NON RADIAL

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF THE SOUTH 150 FEET OF TRACTS 1, 2 AND 3. IN THE NORTHWEST 1/4 OF SECTION 19, ALSO BEING THE SOUTH BOUNDARY OF "SUNSET RIDGE PHASE 2", AS RECORDED IN PLAT BOOK 126, PAGES 36 - 41. PUBLIC RECORDS OF POLK COUNTY, FLORIDA, HAVING A GRID BEARING OF N89°08'35"E, THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE OF FLORIDA COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA.



Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1					INTENTIONALLY OMITTED
C2					INTENTIONALLY OMITTED
C3	39.27'	25.00'	90° 00' 00"	35.36'	N44° 55' 13"E
C4	39.27'	25.00'	90° 00' 00"	35.36'	S45° 04' 47"E
C5	39.27'	25.00'	90° 00' 00"	35.36'	N44° 55' 13"E
C6	39.27'	25.00'	90° 00' 00"	35.36'	S45° 04' 47"E
C7	77.51'	75.00'	59° 12' 40"	74.10'	N60° 18' 52"E
C8	68.47'	75.00'	52° 18' 27"	66.12'	N63° 55' 34"W

Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C9	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C10	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C11	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C12	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C13	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C14	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C15	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C16	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W

PROPOSED WYNSTONE SUBDIVISION SKETCH TO ACCOMPANY LEGAL DESCRIPTION NOT A SURVEY

REVISIONS

NO.	DATE	DESCRIPTION
1	02/22/24	REVISED BOUNDARY AND LEGAL DESCRIPTION

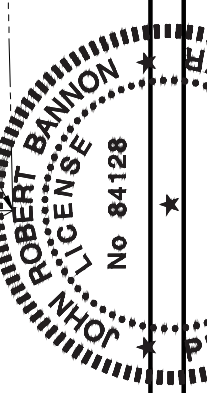
JOHN R. BARRON, P.E. #84128

STATE OF FLORIDA PROFESSIONAL ENGINEER

PHASE 1 BOND ISSUANCE BOUNDARY SHEET: 1 OF 1

DATE: 02/22/24

WOOD & ASSOCIATES, LLC
1935 BARNOR ROAD, LAKELAND, FL 33809
OFFICE: (883) 940-2040 FAX: (883) 940-2044
EMAIL: INFO@WOODCHILCO.COM
CERTIFICATE OF AUTHORIZATION NO. 123598



SECTION VII

RESOLUTION 2024-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2024 (ASSESSMENT AREA TWO PROJECT); CONFIRMING THE DISTRICT'S PROVISION OF IMPROVEMENTS; CONFIRMING THE ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING THE SERIES 2024 BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2024 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Westside Haines City Community Development District (“**District**”) has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) has previously adopted, after notices and public hearings, Resolution Nos. 2021-25, 2021-26, 2021-29, 2024-08, 2024-09, and 2024-10 (together the “**Assessment Resolutions**”) and relating to the imposition, levy, collection and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of the Assessment Resolutions, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

WHEREAS, on April 16, 2024, the District entered into a Bond Purchase Contract, whereby it agreed to sell \$35,500,000 of its Special Assessment Bonds, Series 2024 (the “**Series 2024 Bonds**”); and

WHEREAS, pursuant to and consistent with the Assessment Resolutions, the District desires to set forth the particular terms of the sale of the Series 2024 Bonds and to confirm the liens of the levy of special assessments securing the Series 2024 Bonds.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and the Assessment Resolutions.

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

(a) The District, after due notice and public hearing, adopted the Assessment Resolutions which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District. Each Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution will be adopted to set forth the specific terms of each series of the bonds and certifying the amount of the liens of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, any True-Up amounts and the application of receipt of any True-Up proceeds.

(b) The *Second Amended and Restated Engineer's Report*, dated March 18, 2024 (the "**Engineer's Report**"), attached to this Resolution as **Exhibit A**, identifies and describes the presently expected components of the infrastructure improvements necessary to develop the area identified as "Assessment Area Two: ("**Assessment Area Two Project**")", to be financed all or in part with the Series 2024 Bonds (the "**Improvements**"), and indicates the estimated costs of the Assessment Area Two Project as \$35,500,000. The District hereby confirms that the Assessment Area Two Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2024 Bonds.

(c) The *Master Assessment Methodology – Assessment Area Two*, dated March 18, 2024 (the "**Master Report**"), as supplemented by that *Supplemental Assessment Methodology – Assessment Area Two*, dated April 16, 2024 (the "**Supplemental Report**" and together with Master Report, the "**Assessment Report**"), attached to this Resolution as **Composite Exhibit B**, applies the Assessment Report to the Improvements and the actual terms of the Series 2024 Bonds. The Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Series 2024 Bonds.

(d) The Assessment Area Two Project will specially benefit certain property within the District ("**Series 2024 Assessment Area**"), the legal description of the assessable property therein is attached hereto as **Exhibit C**. It is reasonable, proper, just and right to assess the portion of the costs of the Assessment Area Two Project financed with the Series 2024 Bonds, the specially benefited properties within the District as set forth in the Assessment Resolutions, and this Resolution.

SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2024 BONDS; CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR SERIES 2024 BONDS. As provided in the Assessment Resolutions, this Resolution is intended to set forth the terms of the Series 2024 Bonds and the final amount of the liens of the special assessments securing those bonds.

(a) The Series 2024 Bonds, in a par amount of \$35,500,000, shall bear such rates of interest and maturity as shown on **Exhibit D**, attached hereto. The final payment on the Series 2024 Bonds shall be due on May 1, 2054. The estimated sources and uses of funds of the Series 2024 Bonds shall be as set forth in **Exhibit E**. The debt service due on the Series 2024 Bonds is set forth on **Exhibit F** attached hereto.

(b) The lien of the special assessments securing the Series 2024 Bonds on Series 2024 Assessment Area (the “**Series 2024 Special Assessments**”), shall be the principal amount due on the Series 2024 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection. The Series 2024 Bonds are secured solely by the Series 2024 Assessment Area Pledged Revenues (as defined in the Indenture (hereinafter defined)), which is comprised in part by the lien against Series 2024 Assessment Area.

SECTION 4. ALLOCATION OF ASSESSMENTS SECURING THE SERIES 2024 BONDS; ADDRESSING COLLECTION OF THE SAME.

(a) The special assessments for the Series 2024 Bonds shall be allocated in accordance with **Composite Exhibit B**, which allocation shall initially be on an acreage basis and further allocated as lands are platted. The Supplemental Methodology is consistent with the District’s Master Methodology. The Supplemental Methodology, considered herein, reflects the actual terms of the issuance of the District’s Series 2024 Bonds. The estimated costs of collection of the special assessments for the Series 2024 Bonds are as set forth in the Supplemental Methodology.

(b) The lien of the special assessments securing the Series 2024 Bonds includes all property within Series 2024 Assessment Area, and as such land is ultimately defined and set forth in any plats, certificates of occupancy or other designations of developable acreage.

(c) Taking into account earnings on certain funds and accounts as set forth in the Assessment Report, the District shall, for Fiscal Year 2024/2025, begin semi-annual collection of special assessments for the Series 2024 Bonds debt service payments due starting November 1, 2024, using the methods available to it by law. Debt service payments, including semi-annual installments of interest and final principal, are reflected on **Exhibit F** for Series 2024 Assessment Area.

(d) The Series 2024 Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. Series 2024 Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Improvements and the adoption by the Board of a resolution accepting the Improvements; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. All impact fee credits received shall be applied against the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits which application may be addressed by such resolutions. At any time subsequent to thirty (30) days after the Improvements have been completed and a resolution accepting the Improvements has

been adopted by the Board, the Series 2024 Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the debt assessment in question). The owner of property subject to Series 2024 Special Assessments may prepay the entire remaining balance of the Series 2024 Special Assessments at any time, if there is also paid, in addition to the prepaid principal balance of the Series 2024 Special Assessments, an amount equal to the interest and principal that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the debt assessment in question). Prepayment of Series 2024 Special Assessments does not entitle the property owner to any discounts for early payment.

(e) The District hereby certifies the Series 2024 Special Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by Polk County and Florida law for collection. The District intends, to the extent possible and subject to entering into the appropriate agreements with the Polk County Tax Collector and Polk County Property Appraiser (or other appropriate Polk County, Florida officials) to collect the Series 2024 Special Assessments on platted lands contained within a plat or certificate of occupancy using the Uniform Method in Chapter 197, *Florida Statutes*. The District intends, to the extent possible, to directly bill, collect and enforce the Series 2024 Special Assessments on lands not included within an approved plat or certificate of occupancy unless in any year, the District determines it to be in its best interest to collect such assessments using the Uniform Method in Chapter 197, *Florida Statutes*. The District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the Series 2024 Special Assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law in order to provide for the timely payment of debt service.

SECTION 5. APPROVAL OF TRUE-UP PROCESS AND APPLICATION OF TRUE-UP PAYMENTS.

(a) Pursuant to the Assessment Resolutions, there may be required from time to time certain True-Up payments. As parcels of land are included in a plat or certificate of occupancy, the special assessments securing the Series 2024 Bonds shall be allocated as set forth in the Assessment Resolutions, this Resolution and the Assessment Report, including, without limitation, the application of the True-Up process set forth in the Assessment Report.

(b) Based on the final par amount of \$35,500,000 in Series 2024 Bonds, the True-Up calculations will be made in accordance with the process set forth in the Assessment Report. The District shall apply all True-Up payments related to the Series 2024 Bonds only to the credit of the Series 2024 Bonds. All True-Up payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the Supplemental Indenture.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement the Assessment Resolutions, all of which remain in full force and effect. This Resolution and the Assessment Resolutions shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 8. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Series 2024 Special Assessments securing the Series 2024 Bonds, in the Official Records of Polk County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 9. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

[Remainder of page intentionally left blank]

APPROVED AND ADOPTED this 17th day of April 2024.

ATTEST:

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

- Exhibit A:** *Second Amended and Restated Engineer's Report*, dated March 18, 2024
Comp. Exhibit B: *Master Assessment Methodology – Assessment Area Two*, dated March 18, 2024, as supplemented by that *Supplemental Assessment Methodology – Assessment Area Two*, dated April 16, 2024
Exhibit C: Legal Description of Series 2024 Assessment Area
Exhibit D: Maturities and Coupons of Series 2024 Bonds
Exhibit E: Sources and Uses of Funds for Series 2024 Bonds
Exhibit F: Debt Service for Series 2024 Bonds

Exhibit A
Engineer's Report

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REFERENCE NO. 50142055

.....

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT

Second Amended and Restated Engineer's Report

MARCH 18, 2024



ORIGINAL

SUBMITTED BY
Dewberry Engineers Inc.
800 N. Magnolia Avenue
Suite 1000
Orlando, Florida 32803
407.843.5120

SUBMITTED TO
Westside Haines City CDD
Attention: Jillian Burns
219 E. Livingston Street
Orlando, Florida 32801
407.841.5524

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1. Introduction

The Westside Haines City Community Development District (the "District" or "CDD") is located on the west side of US Highway 27 (SR 25) from Minute Maid Ramp Road to the southern boundary of Masee Road. The District is located with the city limits of Haines City, Florida ("City") and the unincorporated area of Polk County ("County"). In March 2021, the District contained approximately 613.43 acres and included 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages. The District currently contains approximately 595.10 acres and is expected to consist of 2,574 residential lots of various sizes for single-family and townhomes with recreation/amenity areas, parks, and associated infrastructure.

The CDD was established under County Ordinance No. 21-017, which was approved by the Polk County Commission and the City of Haines City and became effective on March 18, 2021. The boundaries of the District were amended by Ordinance No. 22-071, adopted by the Board of County Commissioners of Polk County, Florida, and effective on November 2, 2022, and by Ordinance No. 23-065, adopted by the Board of County Commissioners of Polk County, Florida, and effective on October 3, 2023. The District will own and operate the public roadways, and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development. Polk County will own all utilities except for those serving the 46 lots in the southeast corner which will be owned by the City of Haines City.

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

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the city, county, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development, an overall estimate of the probable cost of the public improvements are provided in Exhibit 7 of this report.

The Capital Improvement Plan ("CIP" or this "Engineer's Report") reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that any modifications will not diminish the benefits to the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development while maintaining a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Table 1.1 Land Use Summary

LAND USE SUMMARY	
LAND USE	AREA (AC)
Master Stormwater System	47.74
Residential Land (Single-Family and Townhomes Lots)	226.89
Roadways Infrastructure & Public Facilities	93.78
Lakes	5.09
Amenity Center	2.09
Open Space/Conservation Areas/Parks	219.51
TOTAL	595.10

Table 1.2 Land Use Summary

PHASING SUMMARY	
PHASE	NUMBER OF UNITS
Cascades 1	597
Cascades 2	74
Cascades 3	344
Brentwood 1	226
Brentwood 2	124
Brentwood 3	122
Brentwood 4 & 5	290
Wynnstone 1 & 2	797
TOTAL – Westside Haines City CDD	2,574

Table 1.3 Land Use Summary

LOT TYPES		
PHASE	LOT TYPE	NUMBER OF UNITS
Cascades 1	40-ft Lots	404
	50-ft Lots	193
Cascades 2	40-ft Lots	30
	50-ft Lots	44
Cascades 3	40-ft Lots	219
	50-ft Lots	125
Brentwood 1	Townhomes	226
Brentwood 2	Townhomes	124
Brentwood 3	Townhomes	122
Brentwood 4/5	Townhomes	290
Wynnstone 1	40-ft & 50-ft Lots	526
Wynnstone 2	40-ft & 50-ft Lots	271
TOTAL LOTS – Westside Haines City CDD		2,574

2. Purpose and Scope

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

The predominant portion of this report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. The engineer has considered and in specific instances has relied upon, the information and documentation prepared or supplied by others to prepare this Engineer's Report.

3. The Development

The development will consist of a total of 2,574 residential units and associated infrastructure. The development is a planned residential community located West of US Highway 27 (SR 25) and consisting of 595.10 acres from the northern boundary of Minute Main Ramp Road 1 and extending south to the southern boundary located around Masee Road. The District is located within unincorporated Polk County and the City of Haines City. The land use for the District is planned unit development. The development is zoned RL-1, RL-2, RL-3, and RM within the city limits and zoned RMX and ECX within the unincorporated area of Polk County. The development will be constructed in three (3) villages and include up to eleven (11) phases.

4. Capital Improvements

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

There will also be stormwater structures and conveyance culverts within the CIP that will outfall into the various on-site stormwater ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time as well as the 4 (four) lift stations serving the project. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District.

As a part of the recreational component of the CIP, there are various amenity centers within the development and specifically for each of the villages of the development. There are four (4) amenity centers: one (1) in the Village of Cascades, one (1) in Wynnstone, and two (2) within Brentwood. The total area of the amenity and recreational parcels is 12.89 acres. There will be conservation areas as well that can serve as passive parks within the various villages and the development that are available to the public for utilization of the facilities. The amenity centers and recreational areas will have connectivity via sidewalks to the other portions of the District. The amenity centers and recreational areas will be accessed by the public roadways and sidewalks.

5. Capital Improvement Plan Components

The CIP for the District includes the following:

5.1 Stormwater Management Facilities

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

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

During the construction of stormwater management facilities, utilities, and roadway improvements the contractor will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by

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

5.2 Public Roadways

The proposed public roadway sections include a 24-foot wide roadway consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base and asphalt type roadway wearing surface. The proposed curb is to be 2-feet wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement, and also to provide stormwater runoff conveyance to the proposed stormwater inlets.

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

5.3 Water and Wastewater Facilities

A potable drinking water system inclusive of water main, gate valves, fire hydrants, and appurtenances will be installed for the District. The water service provider will be Polk County Public Utilities. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District.

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

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

5.4 Off-Site Improvements

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

5.5 Amenities and Parks

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

5.6 Electric Utilities and Lighting

The electric distribution system thru the District is currently planned to be underground, The District presently intends to fund the incremental cost for the undergrounding of the electrical system, transformer/cabinet pads, and electric manholes required by Duke Energy (Duke). Electric facilities will be owned and maintained by Duke after the dedication. The CDD will not fund the cost to purchase and install street lighting. These lights will be operated and maintained by Duke after the completion, with the District funding maintenance costs with funds other than tax-exempt bonds.

5.7 Entry Feature

Landscaping, irrigation, entry features, and walls at the entrances and along the outside boundary of the development will be provided by the District. The irrigation system will use reclaimed water or an irrigation well. The well and irrigation water mains to the various phases of the development will be constructed and acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover, and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned, and maintained by the CDD. It is noted that the City requires the walls as a buffer the development and thus will be funded together with the landscaping. There are no hard gates in the District and the District is accessible to the public.

5.8 Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, and certain permits and professional fees as described in this report are being financed by the District to benefit all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family/residential planned development.

5.9 Permitting

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

Table 5.1 Permit Status for Overall Development (Brentwood Townhomes and Cascades Phases 1 & 2)

BRENTWOOD PHASE 1 AND CASCADES PHASES 1 & 2			
PERMITS/APPROVALS	APPROVAL/EXPECTED APPROVAL DATE		
	Cascades Phase 1	Cascades Phase 2	Brentwood Townhomes
Zoning Approval	Approved	Approved	Approved
Preliminary Plat	Approved	Approved	Approved
SWFWMD ERP	Approved	Approved	Approved
Construction Permits	Approved	Approved	Received
Polk County Health Department Water	Approved	Approved	Approved
FDEP Sanitary Sewer General Permit	Approved	Approved	Approved
FDEP NOI	Approved	Received	Received

Table 5.2 Permit Status for Overall Development (Brentwood Phases 2 & 3, Brentwood Phases 4 & 5, Wynnstone Phase 1, and Cascades Phase 3)

BRENTWOOD PHASES 2-5, WYNNSTONE PHASE 1, AND CASCADES PHASE 3				
PERMITS/APPROVALS	APPROVAL/EXPECTED APPROVAL DATE			
	Brentwood Phase 2/3	Brentwood Phase 4/5	Cascades Phase 3	Wynnstone Phase 1
Zoning Approval	Received	Received	Received	Received
Preliminary Plat	Received	Received	Received	Approved
SWFWMD ERP	Approved	Approved	Approved	Approved
Construction Permits	Approved	Approved	Approved	Approved
Polk County Health Department Water	Received	Received	Received	Pending
FDEP Sanitary Sewer General Permit	Approved	Approved	Approved	Approved
FDEP NOI - NPDES	Received	Received	Received	Pending

6. Recommendation

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

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

7. Report Modification

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

8. Summary and Conclusion

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

9. Engineer's Certification

It is our professional opinion that the public infrastructure costs for the CIP provided in this report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District and the value is at least the same as the costs for said improvements. It is noted that all financed property improvements will be located on district owned lands that is or will be at the time of conveyance to the district or subject to a permanent easement in favor of the district or another public governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the county and city. However, labor market, future costs of equipment; materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control.

Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

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

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

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

LEGAL DESCRIPTION
PROPOSED "WYNNSTONE" SUBDIVISION PHASE 1
BOND ISSUANCE BOUNDARY
Revised 2-22-2024

NOTES:

- PERIMETER BOUNDARY INFORMATION BASED ON "ALTA/NSPS LAND TITLE SURVEY", PREPARED BY GEO POINT SURVEYING, INC., JOB# 1001945-LEN WS 001, FIELD SURVEY DATE: OCTOBER 26, 2023, AND "BOUNDARY SURVEY", PREPARED BY GEO POINT SURVEYING, INC., JOB #1001945-GLK WS-002, FIELD SURVEY DATE: DECEMBER 19, 2023, BOTH WERE RELIED UPON AS BEING COMPLETED AND CORRECT.
- INTERIOR ROADWAYS AND LOT CONFIGURATION BASED ON "CONCEPTUAL SITE PLAN-SINGLE FAMILY", WYNNSTONE SINGLE FAMILY, POLK COUNTY, FLORIDA", PREPARED BY ABSOLUTE ENGINEERING, INC. JOB # 19-0009-0010, AND WAS RELIED UPON AS BEING COMPLETE AND CORRECT.

ALL OF TRACTS 1, 2, 3, AND 4 IN THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING WITHIN THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AS RECORDED IN PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND

ALL OF TRACTS 1, 2, 3, 4, 13, 14, 15, AND 16 IN THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING WITHIN THE PLAT OF "HOLLY HILL GROVE & FRUIT COMPANY", AS RECORDED IN PLAT BOOK 17, PAGE 34 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND

ALL OF TRACTS 5, 6, 12, 17, 18, 19, 28, 29, 30, 31, AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

PARTS OF TRACTS 9, 10, 11, 20, 21, 22, 23, AND 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

ALL OF THE SOUTH 150.00 FEET OF TRACTS 1 AND 2 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

PART OF THE SOUTH 150.00 FEET OF TRACT 3 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

ALL OF TRACTS 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31 AND 32 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED RIGHT-OF-WAY (30.00 FEET TOTAL WIDTH), LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 1, 2, 3 AND 4 IN THE NORTHWEST ¼ OF SAID SECTION 30, **AND** LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 29, 30, 31, AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, ALL BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED 15.00 FEET WIDE RIGHT-OF-WAY LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 17, 18, 19, 20, 21, 22, 23, AND 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED 15.00 FEET WIDE RIGHT-OF-WAY LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 13, 14, 15, AND 16 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY";



1925 BARTOW ROAD LAKELAND, FL 33801
OFFICE: (863) 940-2040 FAX: (863) 940-2044
EMAIL: INFO@WOODCIVIL.COM
CERTIFICATE OF AUTHORIZATION NO. 32508

PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNNSTONE" SUBDIVISION

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

TOGETHER WITH

ALL OF THAT MAINTAINED RIGHT-OF-WAY (WIDTH VARIES) ACCORDING TO MAP BOOK 17, PAGES 93 TO 99 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING NORTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 9, 10, 11, AND 12 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING EAST OF AND ADJOINING THE EAST BOUNDARY OF TRACTS 9 AND 24, **AND ALL** OF THAT MAINTAINED RIGHT-OF-WAY ACCORDING TO MAP BOOK 18, PAGES 43 TO 61 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING WEST OF AND ADJOINING THE EAST BOUNDARY OF TRACTS 9 AND 24, ALL IN THE SOUTHWEST ¼ OF SAID SECTION 19, AND BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT REMAINING 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACT 4 IN THE SOUTHWEST ¼ OF SAID SECTION 19, AND BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY", LYING EAST OF THE EASTERLY BOUNDARY OF THE VACATED RIGHT-OF-WAY ACCORDING TO THE OFFICIAL RECORDS BOOK 8483, PAGE 400, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND TOGETHER WITH

ALL OF THAT REMAINING 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACT 29 IN THE NORTHWEST ¼ OF SAID SECTION 19, **AND** BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", LYING EAST OF THE EASTERLY BOUNDARY OF THE VACATED RIGHT-OF-WAY ACCORDING TO THE OFFICIAL RECORDS BOOK 8483, PAGE 400, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND TOGETHER WITH

ALL OF THAT PLATTED RIGHT-OF-WAY (30.00 FEET TOTAL WIDTH) LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 5 AND 6 IN THE SOUTHWEST ¼ OF SECTION 19, **AND** LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 27 AND 28 IN THE NORTHWEST ¼ OF SECTION 19, ALL BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT".

DESCRIPTION:

ALL BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT A 4" X 4" CONCRETE MONUMENT AND CAP "RLS3781" STANDING AT THE WEST ¼ (QUARTER) CORNER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE WEST BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30, N-00°04'07"-W, 1985.41 FEET; THENCE DEPARTING SAID WEST BOUNDARY, RUN N-89°55'53"-E, 15.00 FEET TO THE SOUTHWEST CORNER OF TRACT 1 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", SAID POINT IS ALSO THE **POINT OF BEGINNING**; THENCE ALONG THE WEST BOUNDARY OF SAID TRACT 1 AND ITS NORTHERLY PROJECTION, N-00°04'07"-W, 661.71 FEET TO A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30, SAID POINT IS ALSO ON THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF TRACT 17 AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND THE SOUTHERLY AND NORTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 1 AND 16 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY", AND THE SOUTHERLY AND NORTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 17, PAGE 34, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 17 AND 32 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND THE SOUTHERLY AND NORTHERLY PROJECTIONS THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 1 AND 16 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND THE SOUTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, RUN N-00°04'06"-W, 4785.68 FEET TO A 5/8" IRON ROD AND CAP "LB5073" STANDING AT THE NORTHWEST CORNER OF THE SOUTH 150.00 FEET OF SAID TRACT 1, SAID POINT IS ALSO THE SOUTHWEST CORNER OF SUNSET RIDGE PHASE 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 126, PAGES 36 TO 41 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING SAID WEST BOUNDARY AND SAID EASTERLY RIGHT-OF-WAY, RUN ALONG THE NORTH BOUNDARY OF THE SOUTH 150.00



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CERTIFICATE OF AUTHORIZATION NO. 32508

**PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNSTONE" SUBDIVISION**

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

FEET OF TRACTS 1, 2, AND 3 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", ALSO BEING THE SOUTH BOUNDARY OF SAID "SUNSET RIDGE PHASE 2", RUN N-89°08'35"-E, BASIS OF BEARING FOR THIS DESCRIPTION, 1061.45 FEET; THENCE DEPARTING SAID NORTH BOUNDARY OF THE SOUTH 150.00 FEET OF TRACTS 1, 2, AND 3, AND DEPARTING THE SOUTH BOUNDARY OF SAID "SUNSET RIDGE PHASE 2, RUN S-00°11'00"-E, 150.01 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT 14 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE CONTINUE ALONG THE NORTH BOUNDARY OF SAID TRACT 14, AND CONTINUE ALONG THE NORTH BOUNDARY OF TRACT 13 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN N-89°08'35"-E, 460.61 FEET TO A 4" X 4" CONCRETE MONUMENT AND CAP "LB 8112" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 13, SAID POINT ALSO BEING THE NORTHWEST CORNER OF "NATURES RESERVE PHASE 1" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGES 47 TO 49 (INCLUSIVE) PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 13 AND ITS SOUTHERLY PROJECTION, ALSO BEING THE WEST BOUNDARY OF SAID "NATURES RESERVE PHASE 1", RUN S-00°20'10"-E, 676.06 FEET TO THE NORTHWEST CORNER OF TRACT 21 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT 21, AND CONTINUE ALONG THE NORTH BOUNDARY OF TRACT 22 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN N-89°06'00"-E, 662.14 FEET TO A 5/8" IRON ROD WITH NO IDENTIFICATION STANDING AT THE NORTHEAST CORNER OF SAID TRACT 22; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 22 AND THE EAST BOUNDARY OF TRACT 27 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND ITS SOUTHERLY PROJECTION, ALSO BEING THE WEST BOUNDARY OF SAID "NATURES RESERVE PHASE 1" AND ITS SOUTHERLY PROJECTION, AND CONTINUE ALONG THE EAST BOUNDARY OF TRACT 6 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND ITS NORTHERLY AND SOUTHERLY EXTENSIONS, RUN S-00°21'46"-E, 1976.46 FEET; THENCE S-89°00'33"-W, 115.96 FEET; THENCE S-89°55'13"-W, 168.00 FEET; THENCE S-00°04'47"-E, 110.00 FEET; THENCE N-89°55'13"-E, 30.23 FEET; THENCE S-00°04'47"-E, 40.00 FEET; THENCE N-89°55'13"-E, 85.00 FEET; THENCE S-00°04'47"-E, 480.00 FEET; THENCE N-89°55'13"-E, 85.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 170.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 155.00 FEET; THENCE N-00°04'47"-W, 120.00 FEET; THENCE N-89°55'13"-E, 5.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 59°12'40", A CHORD BEARING OF N-60°18'52"-E, A CHORD DISTANCE OF 74.10 FEET, FOR AN ARC LENGTH OF 77.57 FEET; THENCE ALONG A NON-RADIAL LINE, N-89°55'13"-E, 133.06 FEET; THENCE N-00°05'16"-W, 489.86 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT 9 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG SAID NORTH BOUNDARY, N-89°05'03"-E, 19.99 FEET TO A POINT ON THE WESTERLY MAINTAINED RIGHT-OF-WAY OF FDC GROVE ROAD, ACCORDING TO MAP BOOK 18, PAGES 43 TO 61 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH BOUNDARY AND ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING SIX (6) COURSES: 1) S-00°27'36"-E, 607.85 FEET; THENCE 2) S-18°10'05"-W, 18.77 FEET; THENCE 3) S-10°22'17"-E, 53.68 FEET; THENCE 4) S-00°22'39"-E, 197.61 FEET; THENCE 5) S-01°12'23"-W, 332.36 FEET; THENCE 6) S-00°27'05"-W, 118.81 FEET TO A POINT ON THE SOUTH BOUNDARY OF TRACT 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE DEPARTING SAID WESTERLY MAINTAINED RIGHT-OF-WAY, AND ALONG THE SOUTH BOUNDARY OF SAID TRACT 24, RUN S-89°08'17"-W, 20.02 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, RUN N-00°05'16"-W, 490.71 FEET; THENCE S-89°55'13"-W, 126.36 FEET; THENCE ALONG A RADIAL LINE, S-52°13'40"-W, 15.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 52°18'27", A CHORD BEARING OF N-63°55'34"-W, A CHORD DISTANCE OF 66.12 FEET, FOR AN ARC LENGTH OF 68.47 FEET; THENCE S-89°55'13"-W, 5.00 FEET; THENCE N-00°04'47"-W, 120.00 FEET; THENCE S-89°55'13"-W, 155.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE

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LEGAL DESCRIPTION

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NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 85.00 FEET; THENCE S-00°04'47"-E, 481.18 FEET; THENCE S-22°12'50"-E, 88.48 FEET; THENCE S-46°46'12"-E, 81.16 FEET; THENCE S-70°05'16"-E, 72.63 FEET; THENCE N-89°55'13"-E, 202.89 FEET TO THE NORTHEAST CORNER OF TRACT 28 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 28, RUN S-00°21'05"-E, 647.48 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 28; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 28, RUN S-89°03'32"-W, 331.81 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 28; THENCE DEPARTING SAID SOUTH BOUNDARY, RUN S-00°20'33"-E, 15.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 19, ALSO BEING A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30; THENCE ALONG THE EAST BOUNDARY OF TRACT 4 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND ITS NORTHERLY PROJECTION, RUN S-00°07'14"-E, 660.05 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 4; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 4, AND CONTINUE ALONG THE SOUTH BOUNDARY OF TRACTS 1, 2, AND 3 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN S-89°06'13"-W, 1544.95 FEET TO THE POINT OF BEGINNING.

CONTAINING: 234.358 ACRES, MORE OR LESS.



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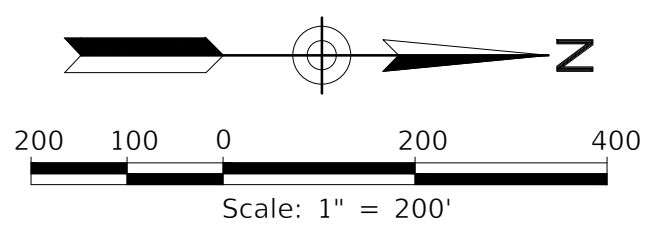
**PHASE 1 - BOND ISSUANCE BOUNDARY
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Z:\Drawing Files\WYNSTONE\PHASE 1 - BOND BOUNDARY\BOND BOUNDARY - SKETCH.dwg Steve Peterson/Plot Date: 2/22/2024



LEGEND AND NOTES

- TRACT 12 TRACT NUMBER PER "MAP OF FLORIDA DEVELOPMENT CO. TRACT", PER PLAT BOOK 3, PAGES 60-63
- TRACT 2 H.H.G.&F. CO. TRACT NUMBER PER "HOLLY HILL GROVE & FRUIT COMPANY", PER PLAT BOOH 17, PAGE 34
- P.O.B. POINT OF BEGINNING
- (RAD) RADIAL
- (NR) NON RADIAL

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF THE SOUTH 150 FEET OF TRACTS 1, 2 AND 3. IN THE NORTHWEST 1/4 OF SECTION 19, ALSO BEING THE SOUTH BOUNDARY OF "SUNSET RIDGE PHASE 2", AS RECORDED IN PLAT BOOK 126, PAGES 36 - 41. PUBLIC RECORDS OF POLK COUNTY, FLORIDA, HAVING A GRID BEARING OF N89°08'35"E, THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE OF FLORIDA COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA.



Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1					INTENTIONALLY OMITTED
C2					INTENTIONALLY OMITTED
C3	39.27'	25.00'	90° 00' 00"	35.36'	N44° 55' 13"E
C4	39.27'	25.00'	90° 00' 00"	35.36'	S45° 04' 47"E
C5	39.27'	25.00'	90° 00' 00"	35.36'	N44° 55' 13"E
C6	39.27'	25.00'	90° 00' 00"	35.36'	S45° 04' 47"E
C7	77.51'	75.00'	59° 12' 40"	74.10'	N60° 18' 52"E
C8	68.47'	75.00'	52° 18' 27"	66.12'	N63° 55' 34"W

Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C9	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C10	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C11	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C12	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C13	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C14	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C15	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C16	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W

DATE: 02/22/24

NO. 1

REVISIONS

REVISED BOUNDARY AND LEGAL DESCRIPTION

WOOD & ASSOCIATES, LLC

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CERTIFICATE OF AUTHORIZATION NO. 23398

PROPOSED WYNSTONE SUBDIVISION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

NOT A SURVEY

POLK COUNTY, FLORIDA

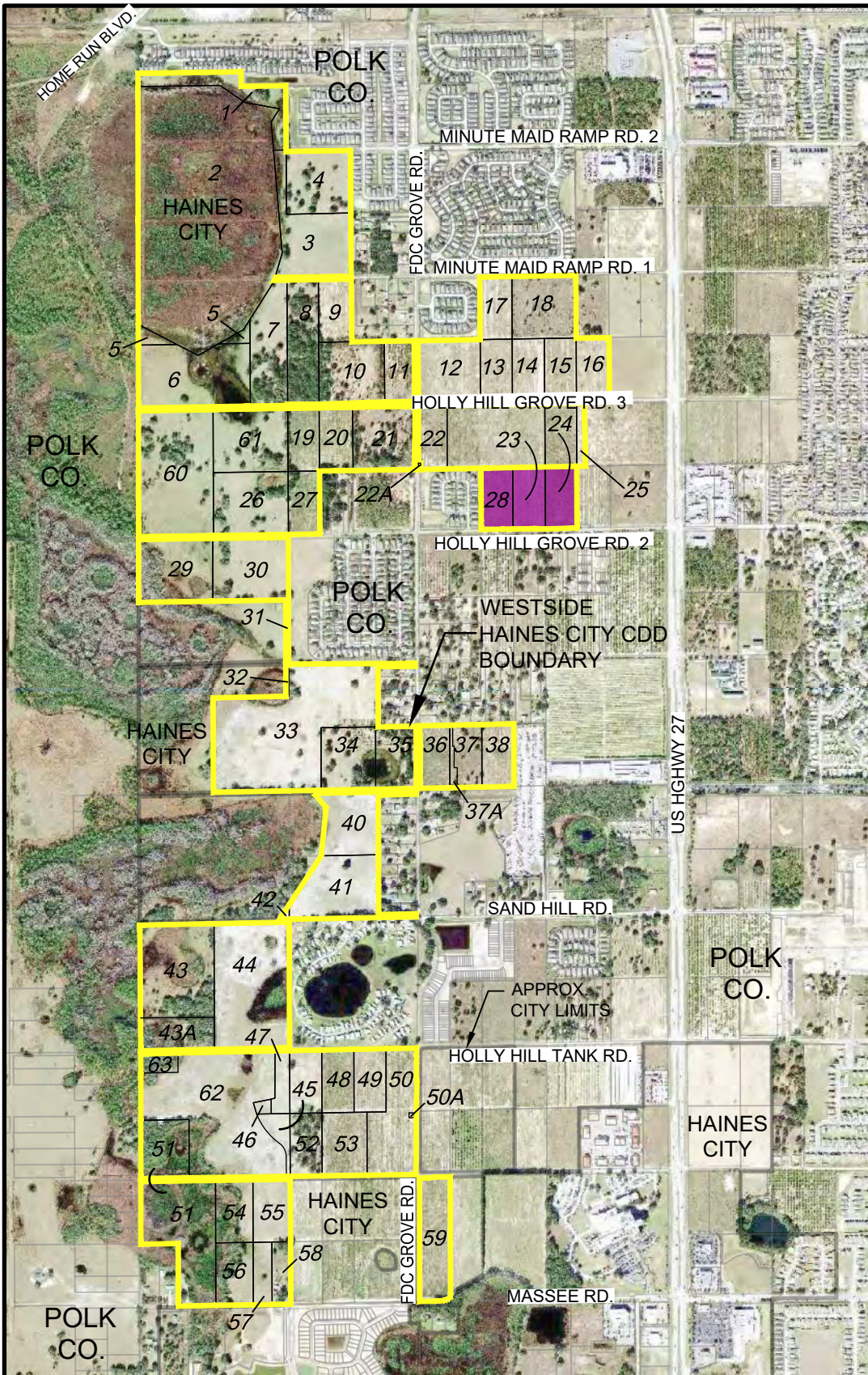
DATE: 02/22/24

JOHN R. BARNON, P.E. #84128

STATE OF FLORIDA PROFESSIONAL ENGINEER

PHASE 1 BOND ISSUANCE BOUNDARY

SHEET: 1 OF 1



ID	Parcel No.
1	272619705000030012
2	272619705000030171
3	272619705000030201
4	272619705000030210
5	272619704500040011
6	272619704500040141
7	272619704500040041
8	272619705000040050
9	272619705000040060
10	272619705000040101
11	272619705000040090
12	272619705000020150
13	272619705000020140
14	272619705000020130
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18	272619705000020040
19	272619705000040210
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21	272619705000040230
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22A	272619705000020172
23	272619705000020180
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50	272631708500030080
50A	272631708500030092
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52	272631708500030121
53	272631708500030101
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58	272631708500030291
59	272631708500010170
60	272619705000040170
61	272619705000040190
62	272631708500030020
63	272631708500030010

LEGEND

- WESTSIDE HAINES CITY CDD
- PARCELS
- CDD CONTRACTION

EXHIBIT 1 - LOCATION MAP WESTSIDE HAINES CITY CDD

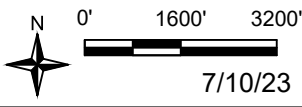


EXHIBIT 2 - LEGAL DESCRIPTION
WESTSIDE HAINES CITY CDD
LEGAL DESCRIPTIONS

THORNHILL PARCELS

PARCEL 1

DESCRIPTION: A PORTION OF TRACTS 11, 12, 13, 14, 15, & 16 AND ALL OF TRACTS 3, 4 & 5, OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 5; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 5, S.00°18'53"E, A DISTANCE OF 648.05 FEET TO THE NORTH BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID NORTH BOUNDARY, N.88°58'16"E, A DISTANCE OF 330.50 FEET TO THE EAST BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID EAST BOUNDARY, S.00°17'48"E, A DISTANCE OF 634.97' TO A POINT ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF HOLLY HILL GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES: 1) S.87°53'35"W., A DISTANCE OF 53.92 FEET; 2) S.89°00'18"W., A DISTANCE OF 481.38 FEET; 3) S.89°49'34"W., A DISTANCE OF 265.87 FEET; 4) S.88°05'52"W., A DISTANCE OF 320.84 FEET; 5) N.89°37'21"W., A DISTANCE OF 210.35 FEET; 6) S.87°28'16"W., A DISTANCE OF 143.50 FEET; 7) S.89°25'55"W., A DISTANCE OF 472.21 FEET; 8) N.22°16'58"W., A DISTANCE OF 31.89 TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: 1) N.01°14'03"W., A DISTANCE OF 140.55 FEET; 2) N.00°55'37"W., A DISTANCE OF 104.29 FEET; 3) N.00°08'51"W., A DISTANCE OF 326.27 FEET 4) N.00°11'29"W., A DISTANCE OF 30.58 FEET TO THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY OF CAMBRIA, AS RECORDED IN PLAT BOOK 159, PAGES 26 THROUGH 27, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH AND EAST BOUNDARIES, RESPECTIVELY, OF SAID CAMBRIA, THE FOLLOWING TWO (2) COURSES: 1) N.88°58'16"E, A DISTANCE OF 640.37 FEET; 2) N.00°21'17"W., A DISTANCE OF 648.36 FEET OT THE SOUTHERLY RIGHT-OF-WAY OF AN UNNAMED ROAD, (ALSO KNOW AS MINUTE MAID RAMP ROAD 1); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°59'20"E., A DISTANCE OF 991.98 FEET TO THE POINT OF BEGINNEING.

CONTAINING 43.322 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 2

DESCRIPTION: A PORTION OF TRACTS 17, 28, 29, & 30 AND ALL OF TRACTS 18, 19, 20, 21, & 22, OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH EAST CORNER OF SAID TRACT 28, RUN THENCE ALONG THE EAST BOUNDARY THEREOF, S.00°18'30"E., A DISTANCE OF 636.29 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HO9LLY HILL GROVE ROAD 2, PER MAP BOOK 22, PAGES 1 THROUGH 7, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) S.88°40'49"W., A DISTANCE OF 13.76 FEET; 2) S.87°34'32"W.; A DISTANCE OF 110.73 FEET; 3) S.87°59'33"W., A DISTANCE OF 207.44 FEET; 4) N.87°51'09"W., A DISTANCE OF 118.81 FEET; 5) S.88°50'51"W., A DISTANCE OF 326.26 FEET; 6) S.89°40'20"W., A DISTANCE OF 202.13 FEET; 7) S.88°29'07"W., A DISTANCE OF 12.51 FEET TO THE SOUTHEAST CORNER OF COUNTRY WALK ESTATES, AS RECORDED IN PLAT BOOK 155, PAGES 37 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST AND

NORTH BOUNDARIES, RESPECTIVELY, OF SAID COUNTY WALK ESTATES THE FOLLOWING TWO (2) COURSES: 1) N.00°21'09"W., A DISTANCE OF 631.43; 2) S.88°48'08"W. A DISTANCE OF 644.25 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) N.00°04'22"E., A DISTANCE OF 436.25 FEET; 2) N.00°21'14"E, A DISTANCE OF 212.17 FEET TO A POINT ON SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILL GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°51'21"E., A DISTANCE OF 1960.98 FEET TO A POINT ON THE EAST BOUNDARY OF AFORESAID TRACT 22; THENCE ALONG SAID EAST BOUNDARY S.00°18'53"E., A DISTANCE OF 646.48 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 22; THENCE ALONG SAID SOUTH BOUNDARY, S.88°48'08"W., A DISTANCE OF 330.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.668 ACRES, MORE OR LESS.

CASCADES PARCELS

PARCEL A

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

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 31 AND PROCEED S 89°18'58" W, ALONG THE SOUTH LINE OF THE NW ¼ OF SAID SECTION 31, A DISTANCE OF 1323.58 FEET TO A FOUND CONCRETE MONUMENT 4' X 4' (NO ID) MARKING THE SOUTHEAST CORNER OF THE SW ¼ OF THE NW ¼ OF SAID SECTION 31; THENCE N 00°43'21"W, A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 ALSO BEING ON THE NORTH PLATTED RIGHT OF WAY LINE OF MASSEE ROAD AND THE POINT OF BEGINNING; THENCE S 89°16'39" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1170.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 31; THENCE N 00°21'45" W, ALONG THE WEST BOUNDARY OF TRACT 31, A DISTANCE OF 635.42 FEET TO THE NORTHWEST CORNER OF SAID TRACT 31 ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT 17; THENCE S 89°15'20" W, ALONG THE SOUTH BOUNDARY OF TRACT 17, A DISTANCE OF 374.86 TO THE SOUTHWEST CORNER OF SAID TRACT 17; THENCE N 00°19'09" W, ALONG THE WEST BOUNDARY OF SAID TRACT 17, A DISTANCE OF 620.25 FEET TO THE NORTHWEST CORNER OF SAID TRACT 17 AND A POINT ON THE SOUTH PLATTED RIGHT OF WAY LINE OF A 30.00 FOOT UNNAMED ROAD; THENCE N 89°02'49" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1548.04 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°14'28" E., ALONG THE EAST BOUNDARY OF SAID TRACT 20 AND 29, A DISTANCE OF 1261.78 FEET TO THE POINT OF BEGINNING.

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

PARCEL B

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

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST ¼ OF SAID SECTION 31, A DISTANCE OF 15.00 FEET; THENCE N 89°19'17" E, A DISTANCE OF 15.00 FEET TO THE A POINT ON THE EAST RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED ROAD AND THE POINT OF BEGINNING; THENCE N 00°16'11" W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1255.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PARK PLACE BOULEVARD AS PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 19, PAGE 66; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING THREE (3) COURSES; (1) N 88°37'34" E, A DISTANCE OF 95.17 FEET; (2) N 81°41'25" E, A DISTANCE OF 121.29 FEET; (3) N 87°59'06" E, A DISTANCE OF 100.77 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE S 00°16'03" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1243.27 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF POLK

COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 14, PAGE 4S THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) S 53°51'52" W, A DISTANCE OF 16.13 FEET; (2) S 53°02'11" W, A DISTANCE OF 27.27 FEET; (3) S 65°06'06" W, A DISTANCE OF 16.68 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED RIGHT OF WAY; THENCE ALONG SAID NORTH RIGHT OF WAY LINE; S 89°19'17" W, A DISTANCE OF 265.83 FEET; TO THE POINT OF BEGINNING.

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

PARCEL C

A PORTION OF TRACTS 1 THROUGH 16, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 31 AND PROCEED N 00°16'19"W, ALONG THE WEST BOUNDARY OF THE NORTHEAST ¼ OF SAID SECTION 31, A DISTANCE OF 1308.22 FEET; THENCE S 89°15'46" W, A DISTANCE OF 32.12 FEET TO A POINT OF INTERSECTION OF NORTH 30.00 FOOT PLATTED RIGHT OF WAY AND THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING: THENCE S 89°15'46" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1291.75 FEET; THENCE S 89°02'19" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1547.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 16; THENCE N 00°19'20" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 1 AND 16, A DISTANCE OF 1285.53 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1 SAID NORTHWEST CORNER LYING 15.00 FEET SOUTH AND 15.00 FEET EAST OF THE NORTHWEST CORNER OF THE NW ¼ OF SAID SECTION 31 ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE N 88°48'00" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 1 THROUGH 4, A DISTANCE OF 1548.12 FEET: THENCE N 88°50'05" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 5 THROUGH 8, A DISTANCE OF 1309.25 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY MAINTAINED RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THIRTEEN (13) COURSES (1) S 00°16'04" E, A DISTANCE OF 52.50 FEET; (2) S 01°12'54" W, A DISTANCE OF 101.55 FEET; (3) S 00°02'35" E, A DISTANCE OF 168.91 FEET; (4) S 07°21'12" E, A DISTANCE OF 26.80 FEET: (5) S 01°16'36" W, A DISTANCE OF 197.08 FEET: (6) S 00°36'22" E, A DISTANCE OF 84.70 FEET: (7) S 00°13'16" W, A DISTANCE OF 102.33 FEET: (8) S 01°26'47" W, A DISTANCE OF 102.68 FEET: (9) S 00°21'34" W, A DISTANCE OF 104.81 FEET: (10) S 00°58'11" W, A DISTANCE OF 101.55 FEET: (11) S 00°24'40" E, A DISTANCE OF 105.34 FEET: (12) S 01°49'51" W, A DISTANCE OF 135.10 FEET: (13) S 00°30'33" W, A DISTANCE OF 19.05 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 3,683,359 SQUARE FEET, OR 84.58 ACRES, MORE OR LESS.

PARCEL D

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SW ¼ OF SAID SECTION 30 AND PROCEED N 88°48'00" E, ALONG THE SOUTH BOUNDARY OF THE SW ¼ OF SAID SECTION 30, A DISTANCE OF 15.00 FEET; THENCE N 00°12'41" W, 15.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 32 AND THE POINT OF BEGINNING: THENCE N 00°06'26" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1294.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD AND THE NORTHWEST CORNER OF SAID TRACT 17; THENCE N 88°51'21" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 17 THROUGH 20, A DISTANCE OF 1547.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20: THENCE S 00°08'32" E,

ALONG THE EAST BOUNDARY OF SAID TRACTS 20 AND 29, A DISTANCE OF 1292.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 AND A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE; THENCE S 88°48'00" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 29 THROUGH 32, A DISTANCE OF 1548.12 FEET; TO THE POINT OF BEGINNING. THE ABOVE PARCEL CONTAINING 2,001,318 SQUARE FEET, OR 45.94 ACRES, MORE OR LESS.

PARCEL E

A PORTION OF TRACTS 19 THROUGH 30 IN THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY AND A PORTION OF TRACTS 5 THROUGH 13 IN THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST ¼ OF SECTION 31, TOWNSHP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 30 AND PROCEED S 00°04'10" E, ALONG THE EAST BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 30, A DISTANCE OF 42.32 FEET; THENCE S 88°41'01"W, A DISTANCE OF 16.04 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 88°41'01" W, A DISTANCE OF 390.47 FEET; THENCE S 00°10'11" E, A DISTANCE OF 1232.51 FEET; THENCE N 88°49'37" E, A DISTANCE OF 388.70 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°02'32" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE S 88°50'42" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 13 AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1411.55 FEET; THENCE N 33°21'44" E, A DISTANCE OF 183.55 FEET; THENCE N 33°19'35" E, A DISTANCE OF 600.67 FEET; THENCE N 05°35'09" E, A DISTANCE OF 501.02 FEET; THENCE N 41°26'25" W, A DISTANCE OF 195.12 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°16'32" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 79.88 FEET TO THE NORTHWEST CORNER OF SAID TRACT 6 AND THE SOUTHWEST CORNER OF VACATED 30.00 FOOT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3042, PAGE 1109 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N 00°06'50" W, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 27 AND THE NORTHWEST CORNER OF SAID VACATED 30.00 FOOT RIGHT OF WAY; THENCE S 88°49'34" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 28 THROUGH 30 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY, A DISTANCE OF 1112.83 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 30; THENCE N 00°05'19" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 19 AND 30, A DISTANCE OF 968.85 FEET; THENCE N 89°00'18" E, A DISTANCE OF 780.76 FEET TO A POINT ON THE EAST BOUNDARY OF SAID TRACT 20; THENCE N 00°06'28" W, ALONG THE EAST BOUNDARY OF SAID TRACT 20, A DISTANCE OF 322.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°58'52" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 21 THROUGH 24 AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1301.50 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 01°01'03" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 31.84 FEET; THENCE S 89°13'55" W, A DISTANCE OF 383.17 FEET; THENCE S 00°07'48" E, A DISTANCE OF 613.85 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 23; THENCE N 89°09'08" E, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 23 AND 24, A DISTANCE OF 392.58 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°01'28" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.85 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID VACATED 30.00 FOOT ROAD; THENCE S 00°05'26" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 59.98 FEET; TO THE POINT OF BEGINNING. THE ABOVE PARCEL CONTAINING 3,147,981 SQUARE FEET, OR 72.27 ACRES, MORE OR LESS.

PARCEL F

A PORTION OF TRACTS 30 THROUGH 32 OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 30 AND PROCEED N 00°06'45" E, ALONG THE WEST BOUNDARY OF THE NORTHEAST ¼ OF SAID SECTION 30, A DISTANCE OF 18.24 FEET; THENCE N 89°43'18" E, A DISTANCE OF 24.13 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE N 00°26'25" W, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.49 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT 32; THENCE N 88°41'30" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 970.79 FEET TO THE NORTHEAST CORNER OF SAID TRACT 30; THENCE S 00°04'16" E, ALONG THE EAST BOUNDARY OF SAID TRACT 30, A DISTANCE OF 643.81 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 30; THENCE S 88°53'02" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 966.59 FEET TO THE POINT OF BEGINNING.

WYNNSTONE PARCELS

A PORTION OF LAND IN THE WEST 1/2 OF SECTION 19 AND THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SUNSET RIDGE PHASE 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 126, PAGES 36 THROUGH 41, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SUNSET RIDGE PHASE 2, THE FOLLOWING THREE (3) COURSES: 1) N 89°10'03" E A DISTANCE OF 1061.38 FEET: 2) S 00°10'59" E A DISTANCE OF 150.01 FEET; 3) N 89°06'55" E A DISTANCE OF 458.47 FEET TO THE NORTHWEST CORNER OF PART 1 OF NATURES PRESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 162, PAGES 47 THROUGH 49, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF, S 00°20'04" E A DISTANCE OF 675.94 FEET; THENCE N 89°07'01" E A DISTANCE OF 662.09 FEET TO THE NORTHWEST CORNER OF PART 2, OF SAID NATURES PRESERVE PHASE 1, THENCE ALONG SAID WESTERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF, S 00°21'36" E A DISTANCE OF 1292.86 FEET; THENCE S 89°03'33" W A DISTANCE OF 331.34 FEET: THENCE S 00°20'54" E A DISTANCE OF 1326.13 FEET; THENCE S 89°06'36" W A DISTANCE OF 331.55 FEET: THENCE S 00°20'19" E A DISTANCE OF 1325.84 FEET; THENCE S 00°12'46" E A DISTANCE OF 30.00 FEET: THENCE S 00°05'13" E A DISTANCE OF 645.14 FEET; THENCE S 89°05'30" W A DISTANCE OF 779.49 FEET: THENCE N 00°06'38" E A DISTANCE OF 676.07 FEET; THENCE S 89°09'38" W A DISTANCE OF 764.88 FEET: THENCE N 00°03'41" W A DISTANCE OF 2619.11 FEET; THENCE N 00°04'02" W A DISTANCE OF 30.01 FEET: THENCE N 00°04'22" W A DISTANCE OF 2122.10 FEET TO THE POINT OF BEGINNING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESS OUT

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

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

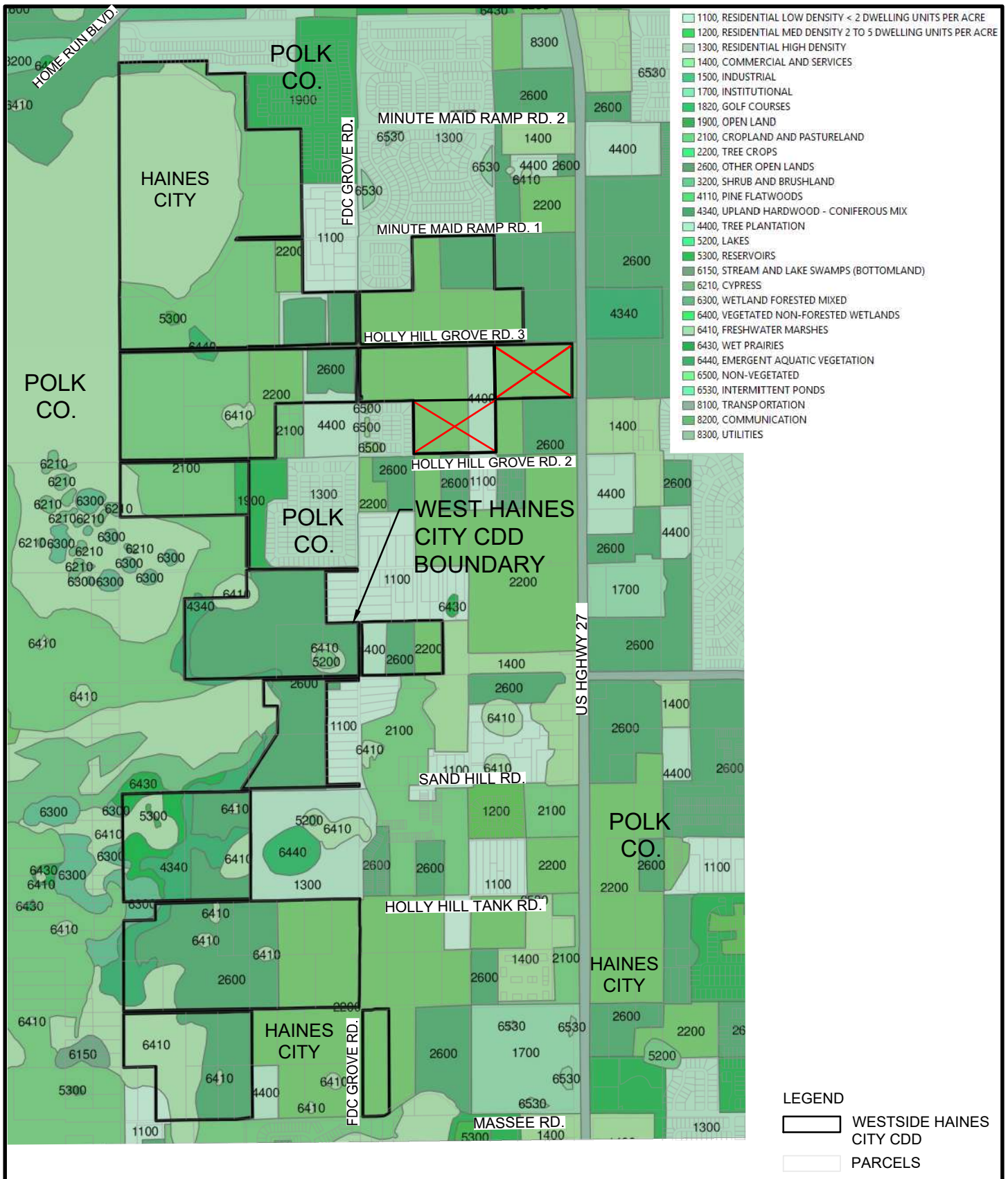
LESS OUT

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

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 28, RUN THENCE ALONG THE EAST BOUNDARY THEREOF, S.00°18'30"E., A DISTANCE OF 636.29 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILL

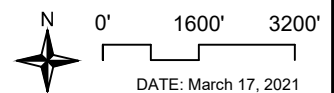
GROVE ROAD 2, PER MAP BOOK 22, PAGES 1 THROUGH 7, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) S.88°40'49"W., A DISTANCE OF 13.76 FEET; 2) S.87°34'32"W., A DISTANCE OF 110.73 FEET; 3) S.87°59'33"W., A DISTANCE OF 207.44 FEET; 4) N.87°51'09"W., A DISTANCE OF 118.81 FEET; 5) S.88°50'51"W., A DISTANCE OF 326.26 FEET; 6) S.89°40'20"W., A DISTANCE OF 202.13 FEET; 7) S.88°29'07"W., A DISTANCE OF 12.51 FEET TO THE SOUTHEAST CORNER OF COUNTRY WALK ESTATES, AS RECORDED IN PLAT BOOK 155, PAGES 37 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY, OF SAID COUNTY WALK ESTATES N.00°21'09"W., A DISTANCE OF 631.43 FEET; THENCE N.88°48'08"E., A DISTANCE OF 991.93 FEET TO THE POINT OF BEGINNING.
CONTAINING 14.481 ACRES, MORE OR LESS.

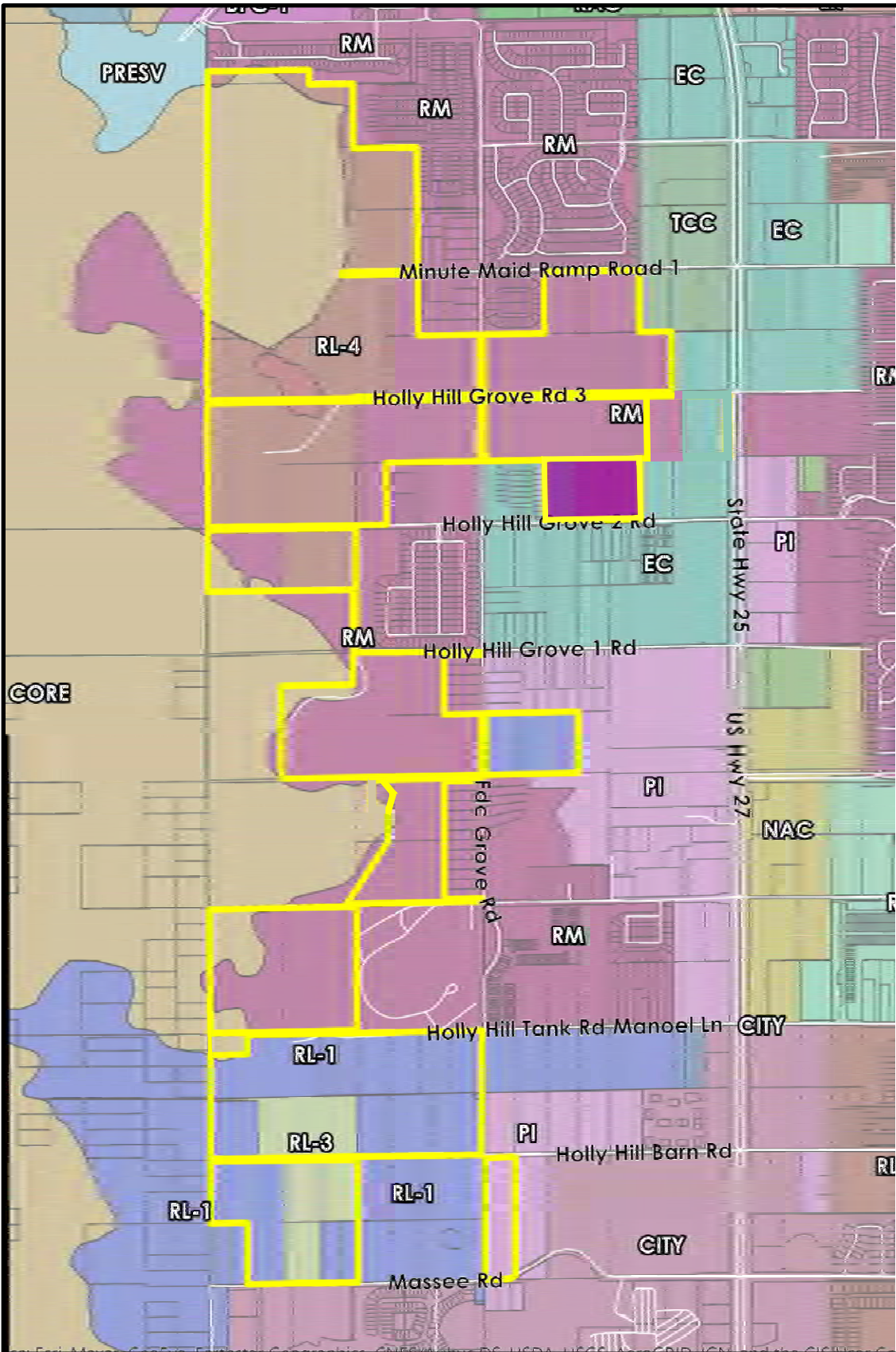
ALTOGETHER CONTAINING 595.10± ACRES



SECTS 19, 30 & 31,
T26S, R27E

EXHIBIT 4 - EXSITING LAND USE WESTSIDE HAINES CITY CDD





POLK COUNTY - FUTURE LAND USE

- BPC-1
- BPC-2
- CITY
- CORE
- EC
- INST-1
- LAKES
- LCC
- LR
- NAC
- PI
- PRESV
- RAC
- RH
- RL-1
- RL-3
- RL-4
- RM

LEGEND

- WESTSIDE HAINES CITY CDD
- CDD CONTRACTION

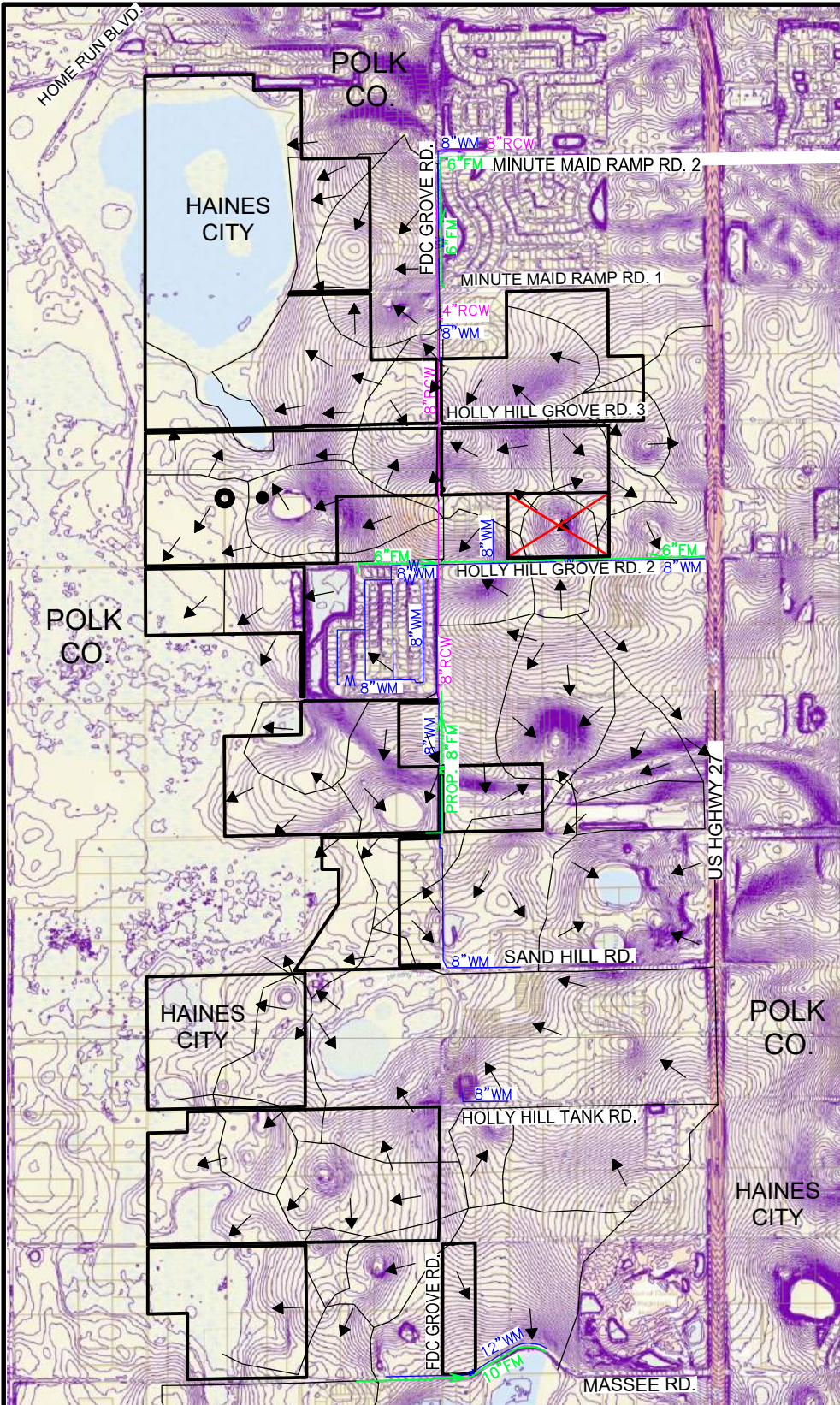
SECTS 19, 30 & 31,
T26S, R27E

EXHIBIT 5 - FUTURE LAND USE WESTSIDE HAINES CITY CDD








APPROX. CDD BOUNDARY
AREA 595.10± AC.



7/10/23



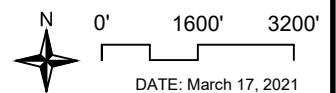
LEGEND

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

NOTE:
CONTOUR INFORMATION PER POLK COUNTY LIDAR GIS DATABASE.

SECTS 19, 30 & 31,
T26S, R27E

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



DATE: March 17, 2021

**EXHIBIT 7
COST ESTIMATE**

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 1A (482 LOTS) 2024-2025	PHASE 1B (44 LOTS) 2024-2025	PHASE 2 (271 LOTS) 2025-2026	
Assessment	1	2	2	2	1	1	2	2	2	3	
Offsite Improvements(1)(5)(7)(11)	\$970,000	\$200,000	\$0	\$250,000	\$4,000,000	\$500,000	\$1,011,097	\$7,266,122	\$663,297	\$2,147,007	\$17,007,523
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	\$4,048,597	\$3,852,613	\$351,691	\$3,542,562	\$23,413,230
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	\$3,848,597	\$3,753,053	\$342,602	\$3,456,681	\$22,171,083
Roadway (1)(4)(5)(7)	\$560,790	\$481,740	\$638,213	\$1,957,234	\$1,365,625	\$265,000	\$2,377,222	\$1,747,617	\$159,533	\$2,061,127	\$11,614,101
Entry Feature (1)(7)(8)911)	\$100,000	\$0	\$200,000	\$125,000	\$750,000	\$0	\$461,097	\$865,794	\$79,035	\$214,701	\$2,795,627
Parks and Amenities (1)(7)(11)	\$1,000,000	\$0	\$0	\$1,250,000	\$1,750,000	\$0	\$961,097	\$2,999,236	\$273,789	\$429,401	\$8,663,523
Subtotal	\$5,085,000	\$2,790,000	\$3,631,251	\$12,147,768	\$13,432,500	\$1,665,000	\$12,707,707	\$20,484,435	\$1,869,947	\$11,851,479	\$85,665,087
Professional Fees (10%)	\$508,500.0	\$279,000.0	\$363,125.1	\$1,214,776.8	\$1,343,250.0	\$166,500.0	\$1,270,770.7	\$2,048,443.5	\$186,994.7	\$1,185,147.9	\$8,566,508.7
Subtotal	\$5,593,500	\$3,069,000	\$3,994,376	\$13,362,545	\$14,775,750	\$1,831,500	\$13,978,478	\$22,532,879	\$2,056,942	\$13,036,627	\$94,231,596
Contingency (10%)	\$559,350.0	\$306,900.0	\$399,437.6	\$1,336,254.5	\$1,477,575.0	\$183,150.0	\$1,397,847.8	\$2,253,287.9	\$205,694.2	\$1,303,662.7	\$9,423,159.6
Total	\$6,152,850	\$3,375,900	\$4,393,814	\$14,698,799	\$16,253,325	\$2,014,650	\$15,376,325	\$24,786,166	\$2,262,636	\$14,340,290	\$103,654,755

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 buffer 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).

EXHIBIT 8 SUMMARY OF PROPOSED DISTRICT FACILITIES

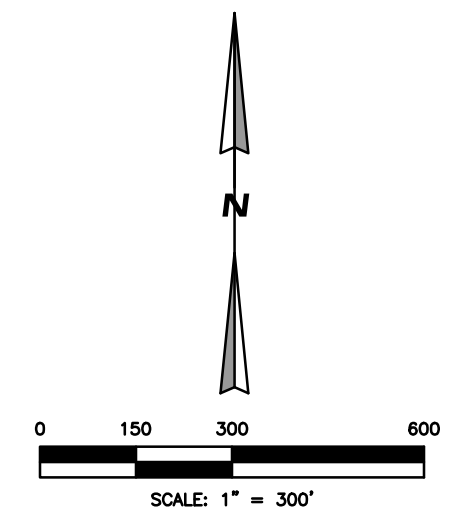
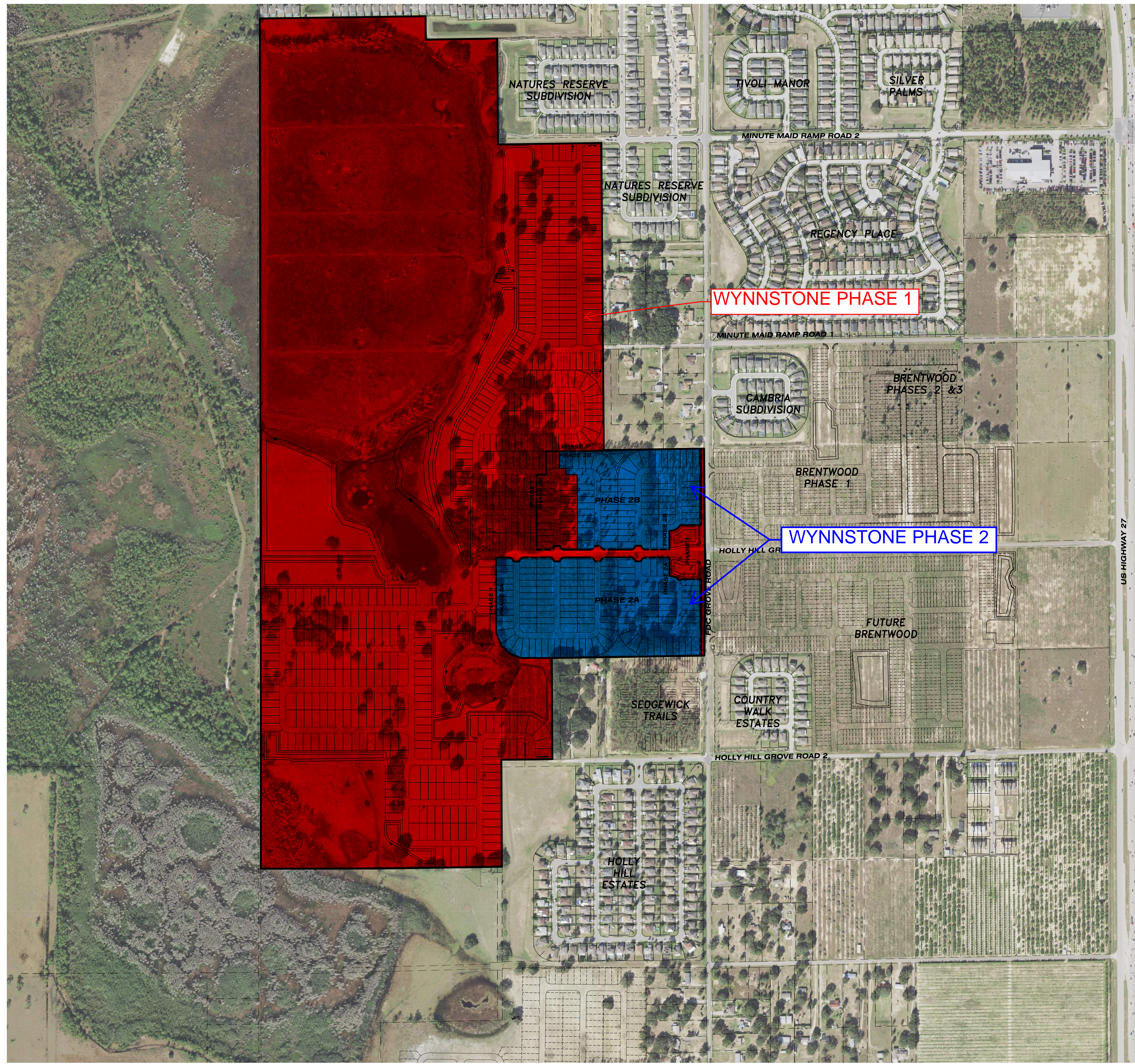
DISTRICT INFRASTRUCTURE	CONSTRUCTION	OWNERSHIP	CAPITAL FINANCING*	OPERATION AND MAINTENANCE
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	Polk County****	District Bonds	Polk County****
Street Lighting/Conduit	District	Duke/District**	District Bonds	Duke/District***
Road Construction	District	District	District Bonds	District
Parks & Amenities	District	District	District Bonds	District
Offsite Improvements	District	Polk County	District Bonds	Polk County

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

** District will fund incremental cost of undergrounding of electrical conduit

***District will fund street lighting maintenance services with funds other than tax-exempt bonds

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



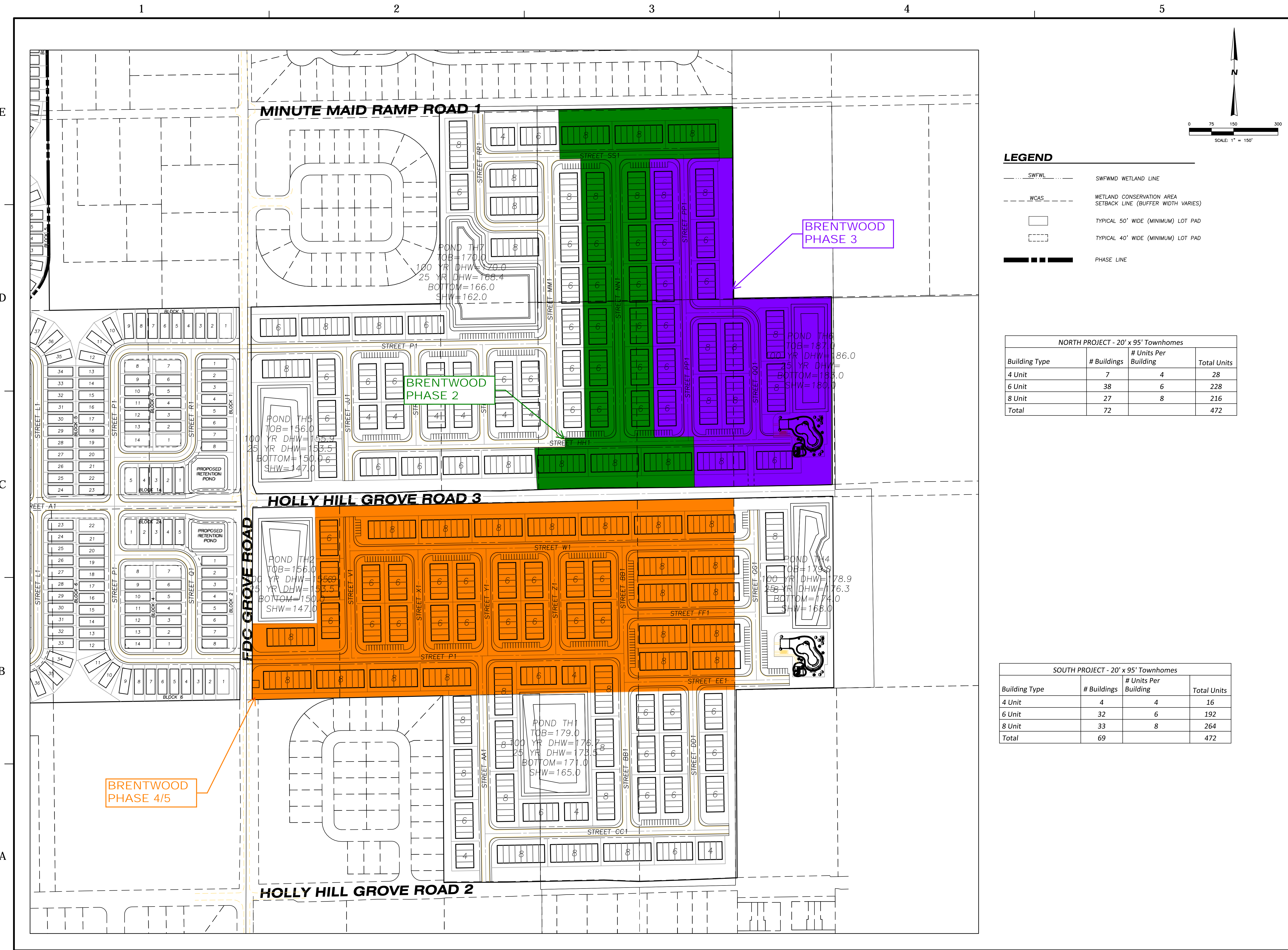
NOTE:
 THIS EXHIBIT WAS PREPARED FOR ILLUSTRATIVE PURPOSES ONLY. THE LATEST AVAILABLE DIGITAL AERIAL FILES HAVE BEEN USED. HOWEVER, THIS MAY NOT ACCURATELY DEPICT CURRENT SITE CONDITIONS. ADDITIONAL ENGINEERING, ENVIRONMENTAL REVIEWS, FIELD SURVEYING AND DATA COLLECTION ARE NECESSARY TO CORRECTLY PORTRAY ACTUAL SITE CONDITIONS. THIS EXHIBIT IS SUBJECT TO CHANGE WITHOUT NOTICE BASED ON THE ABOVE.

AERIAL SITE PLAN
WYNNSTONE SINGLE FAMILY SUBDIVISION
FDC GROVE ROAD
POLK COUNTY, FLORIDA

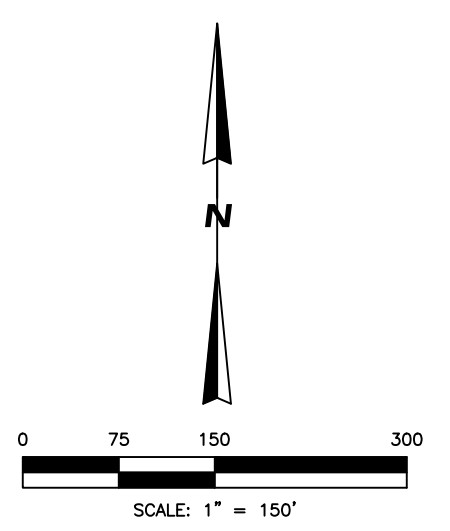
NO.	DATE	REVISION	BY	SHEET TITLE:

DATE: 05-02-2023
 SEC TWP RING: 19_30/26S/27E
 JOB #: A22-0041-0041
 DRAWN BY: JMH
 CHECKED BY: WERTZ
 DATE OF PHOTO: 2020

EXHIBIT 9



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



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

NORTH PROJECT - 20' x 95' Townhomes

Building Type	# Buildings	# Units Per Building	Total Units
4 Unit	7	4	28
6 Unit	38	6	228
8 Unit	27	8	216
Total	72		472

SOUTH PROJECT - 20' x 95' Townhomes

Building Type	# Buildings	# Units Per Building	Total Units
4 Unit	4	4	16
6 Unit	32	6	192
8 Unit	33	8	264
Total	69		472

**WESTSIDE HAINES
CITY CDD**

HAINES CITY, FL

SEAL

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION

REVISIONS

DRAWN BY: MJB

APPROVED BY: RM

CHECKED BY: RM

DATE: 03/22/21

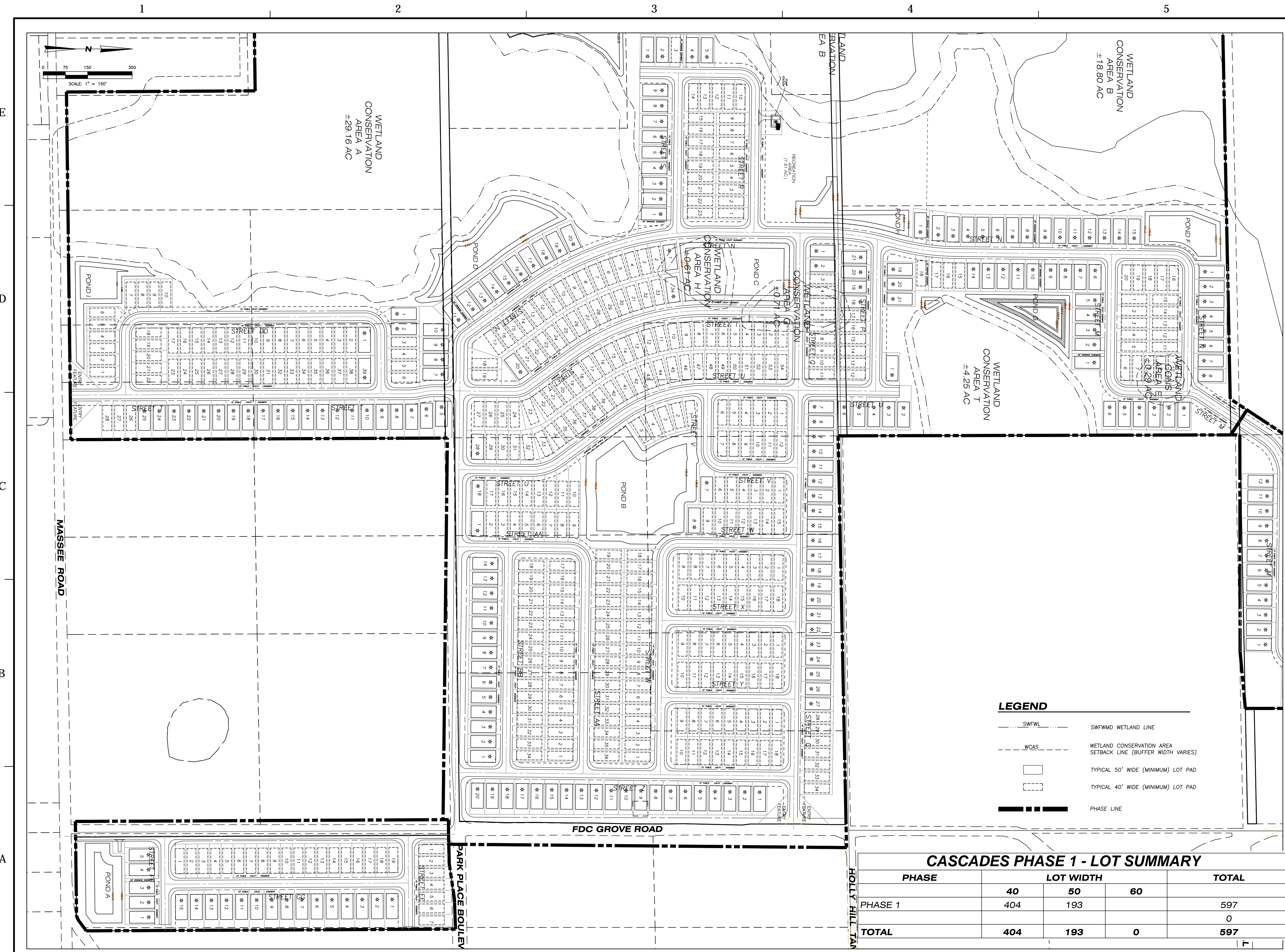
TITLE

BRENTWOOD

PROJECT NO. 50137547

SHEET NO.

EXHIBIT 9



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

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

WESTSIDE HAINES
 CITY CDD
 HAINES CITY, FL

SEAL

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION

REVISIONS

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

TITLE
CASCADES PHASE 1

PROJECT NO. 50137547

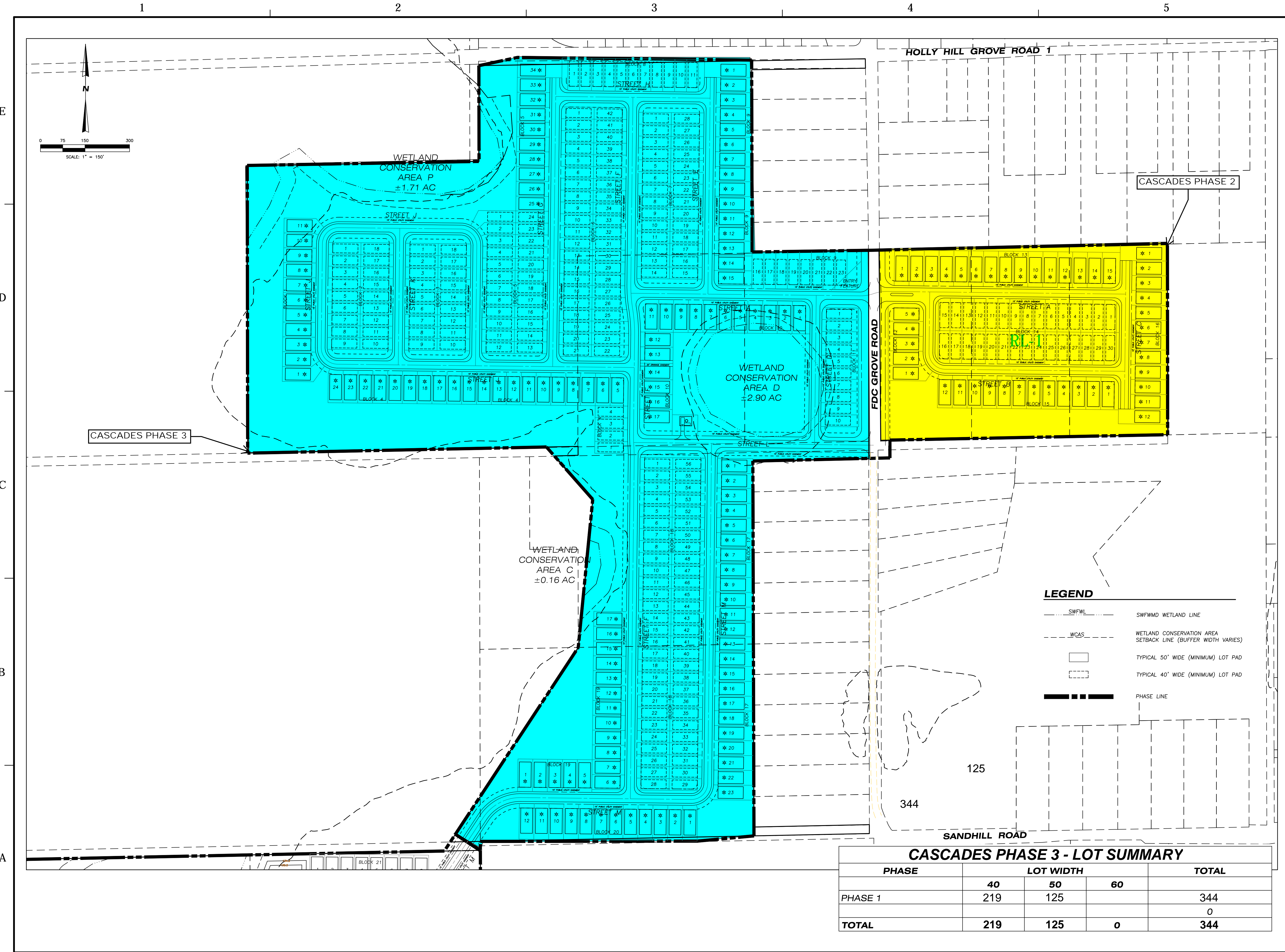
SHEET NO.

EXHIBIT 9



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

WESTSIDE HAINES
CITY CDD
HAINES CITY, FL



SEAL

KEY PLAN

SCALE NORTH

LEGEND

- SFWWL — SFWMD WETLAND LINE
- WCAS --- WETLAND CONSERVATION AREA SETBACK LINE (BUFFER WIDTH VARIES)
- TYPICAL 50' WIDE (MINIMUM) LOT PAD
- TYPICAL 40' WIDE (MINIMUM) LOT PAD
- — — — — PHASE LINE

NO.	DATE	BY	DESCRIPTION

REVISIONS

NO.	DATE	BY	DESCRIPTION

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

CASCADES PHASES 2 & 3

PROJECT NO. 50137547

CASCADES PHASE 3 - LOT SUMMARY

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

SHEET NO.

Composite Exhibit B
Assessment Report

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**MASTER
ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO**

FOR

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT DISTRICT**

Date: March 18, 2024

Prepared by

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

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

1.0 Introduction

The Westside Haines City Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District plans to issue approximately \$85,935,000 of tax-exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain Assessment Area Two infrastructure improvements (“Assessment Area Two Capital Improvement Plan” or “AA2 CIP”) within the District more specifically described in the Second Amended & Restated Engineer’s Report dated March 18, 2024, prepared by Dewberry Engineers Inc., Brentwood – Phases 2, 3, 4 and 5, Cascades - Phase 3, and Wynnstone - Phase 1 (collectively known as “Assessment Area Two”) as described on Composite Exhibit 7, as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of infrastructure improvements that benefit property owners within Assessment Area Two of the District.

1.1 Purpose

This Master Assessment Methodology Report for Assessment Area Two (the “Assessment Report”) provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within Assessment Area Two within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the AA2 CIP. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to levy, impose and collect non ad valorem special assessments (“Special Assessments”) on the benefited lands within Assessment Area Two within the District securing repayment of the Bonds based on this Assessment Report. It is anticipated that all of the proposed Special Assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District including those for maintenance and operation of the Bonds, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 595.10 acres located within Haines City, Florida. Assessment Area Two consists of approximately 342.68 acres of the District. The development program for Assessment Area Two of the District currently envisions 1,406 residential units. The proposed development program is depicted in

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

The improvements contemplated by the District in the AA2 CIP will provide facilities that benefit certain property within Assessment Area Two of the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management, utilities (water, sewer, & streetlighting), roadway, entry feature, parks & amenities, and contingency. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the AA2 CIP.
2. The District Engineer determines the assessable acres that benefit from the District's AA2 CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the AA2 CIP.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number and type of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property within Assessment Area Two of the District, different in kind and degree, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within Assessment Area Two of the District. The implementation of the AA2 CIP enables properties within the boundaries of Assessment Area Two within the District to be developed. Without the District's AA2 CIP, there would be no infrastructure to support development of land within Assessment Area Two of the District. Without these improvements, development of the property within Assessment Area Two of the District would be prohibited by law.

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

therefore receiving special benefits not received by the general public and those outside Assessment Area Two of the District’s boundaries.

1.4 Requirements of a Valid Assessment Methodology

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

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

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

1.5 Special Benefits Will Equal or Exceed the Costs Allocated

The special benefits provided to the property within Assessment Area Two of the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District’s AA2 CIP that is necessary to support full development of property within Assessment Area Two of the District will cost approximately \$64,893,640. The District’s Underwriter projects that financing costs required to fund a portion of the AA2 CIP costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be \$85,935,000. Without the AA2 CIP, the property within Assessment Area Two of the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District plans to issue approximately \$85,935,000 in Bonds in one or more series to fund a portion of the District’s AA2 CIP, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$85,935,000 in debt to the properties within Assessment Area Two of the District benefiting from the AA2 CIP. This report will be supplemented to reflect actual bond terms.

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

commissioned an Engineer's Report that includes estimated construction costs for the AA2 CIP needed to support the development; these construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$64,893,640. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for a portion of the AA2 CIP and related costs is estimated to total \$85,935,000. Table 3 shows the breakdown of the Bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for Assessment Area Two of the District is completed. Until the platting process occurs, the AA2 CIP funded by District Bonds will benefit all acres within Assessment Area Two of the District.

The initial assessments will be levied on an equal basis to all gross acreage within Assessment Area Two of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all the lands within Assessment Area Two of the District are benefiting from the AA2 CIP. If any parcel, or part thereof, is sold to a builder or other third party prior to platting, the assessments will be allocated to such parcel of land based on the development plan associated with that parcel, or part thereof. The owner of that parcel, or part thereof, would be responsible for any true-up payment due in accordance with Section 3.0.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the assigned properties within Assessment Area Two of the District, which are the beneficiaries of the AA2 CIP, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. This is reflected on Table 5. Based on the product type and number of units anticipated to absorb a certain amount of the Bond principal, it is estimated that the CDD will recognize a developer contribution equal to \$10,115,000 in eligible infrastructure.

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

2.3 Allocation of Benefit

The AA2 CIP consists of offsite improvements, stormwater management, utilities (water, sewer, & streetlighting), roadway, entry feature, parks & amenities, and contingency. There are three product types within the planned development. The single-family 40' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the product type. It is important to note that the benefit derived from the AA2 CIP on a particular unit will exceed the cost that the unit will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed AA2 CIP will provide several types of systems, facilities and services for its residents. These offsite improvements, stormwater management, utilities (water, sewer, & streetlighting), roadway, entry feature, parks & amenities, and contingency. The benefit from the AA2 CIP accrues in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of improvements to the assigned properties.

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

For the provision of the AA2 CIP, the special and peculiar benefits are:

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

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

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

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

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of AA2 CIP have been apportioned to the property within Assessment Area Two of the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of Assessment Area Two of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated assigned properties are built and sold as planned, and the entire proposed AA2 CIP is constructed.

3.0 True Up Mechanism

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

outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

The District will initially distribute the Special Assessments across the property within Assessment Area Two of the District on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in Assessment Area Two of the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

**TABLE 1
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO**

Land Use*	Brentwood Phase 2	Brentwood Phase 3	Brentwood Phase 4&5	Cascades Phase 3	Wynnstone Phase 1A	Wynnstone Phase 1B	Total Units	ERUs per Unit (1)	Total ERUs
Townhome	124	122	290	0	0	0	536	0.75	402.00
Single Family 40'	0	0	0	219	239	34	492	1.00	492.00
Single Family 50'	0	0	0	125	243	10	378	1.25	472.50
Total Units	124	122	290	344	482	44	1,406		1,366.50

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a Single Family 40' lot at 1 ERU

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

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

Assessment Area Two Capital Improvement Plan ("AA2 CIP")	Brentwood - Phase 2	Brentwood - Phase 3	Brentwood - Phase 4&5	Cascades - Phase 3	Wynnstone - Phase 1A	Wynnstone - Phase 1B	Total Cost Estimate
Offsite Improvements	\$ 200,000	\$ -	\$ 250,000	\$ 1,011,097	\$ 7,266,122	\$ 663,297	\$ 9,390,516
Stormwater Management	\$ 1,103,340	\$ 1,461,713	\$ 4,482,699	\$ 4,048,597	\$ 3,852,613	\$ 351,691	\$ 15,300,653
Utilities (Water, Sewer, & Street lighting)	\$ 1,004,920	\$ 1,331,325	\$ 4,082,835	\$ 3,848,597	\$ 3,753,053	\$ 342,602	\$ 14,363,332
Roadway	\$ 481,740	\$ 638,213	\$ 1,957,234	\$ 2,377,222	\$ 1,747,617	\$ 159,533	\$ 7,361,559
Entry Feature	\$ -	\$ 200,000	\$ 125,000	\$ 461,097	\$ 865,794	\$ 79,035	\$ 1,730,926
Parks & Amenities	\$ -	\$ -	\$ 1,250,000	\$ 961,097	\$ 2,999,236	\$ 273,789	\$ 5,484,122
Professional Fees	\$ 279,000	\$ 363,125	\$ 1,214,777	\$ 1,270,771	\$ 2,048,444	\$ 186,995	\$ 5,363,111
Contingency	\$ 306,900	\$ 399,438	\$ 1,336,254	\$ 1,397,848	\$ 2,253,288	\$ 205,694	\$ 5,899,422
	\$ 3,375,900	\$ 4,393,813	\$14,698,799	\$ 15,376,327	\$ 24,786,166	\$ 2,262,636	\$ 64,893,640

(1) A detailed description of these improvements is provided in the Second Amended & Restated Engineer's Report dated March 18, 2024.

Prepared by: Governmental Management Services - Central Florida, LLC

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

Bond Sizing

Description	Total
Sources	
Par	\$ 85,935,000 *
Total Sources	\$ 85,935,000
Uses	
Construction Funds	\$ 64,893,640
Debt Service Reserve	\$ 6,489,364
Capitalized Interest	\$ 12,030,900
Underwriters Discount	\$ 1,718,700
Cost of Issuance	\$ 800,000
Rounding	\$ 2,396
Total Uses	\$ 85,935,000

Bond Assumptions:

Average Coupon	7.00%
Amortization	30 Years
Capitalized Interest	24 Months
Debt Service Reserve	MADS
Underwriters Discount	2%

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Townhome	536	0.75	402.00	29.42%	\$ 19,090,555	\$ 35,617
Single Family 40'	492	1.00	492.00	36.00%	\$ 23,364,560	\$ 47,489
Single Family 50'	378	1.25	472.50	34.58%	\$ 22,438,525	\$ 59,361
	1,406		1,366.50	100.00%	\$ 64,893,640	

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

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

Land Use	No. of Units *	Total Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Townhome	536	\$ 19,090,555	\$ 25,280,549	\$ 47,165
Single Family 40'	492	\$ 23,364,560	\$ 30,940,373	\$ 62,887
Single Family 50'	378	\$ 22,438,525	\$ 29,714,078	\$ 78,609
	1,406	\$ 64,893,640	\$ 85,935,000	

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

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

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Townhome	536	\$ 25,280,548.85	\$ 47,165.20	\$ 1,909,055.48	\$ 3,561.67	\$ 3,829.75
Single Family 40'	492	\$ 30,940,373.22	\$ 62,886.94	\$ 2,336,455.97	\$ 4,748.89	\$ 5,106.34
Single Family 50'	378	\$ 29,714,077.94	\$ 78,608.67	\$ 2,243,852.53	\$ 5,936.12	\$ 6,382.92
	1,406	\$ 85,935,000.00		\$ 6,489,364		

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

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

TABLE 7
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
GLK REAL ESTATE LLC	272630708000040131	0.18	\$ 250,777	\$ 45,140	\$ 3,409	\$ 3,665
KL LB BUY 2 LLC	272619705015002280**	0.74	\$ 250,777	\$ 185,575	\$ 14,014	\$ 15,068
GLK REAL ESTATE LLC	272619705000020040	7.83	\$ 250,777	\$ 1,964,032	\$ 148,313	\$ 159,477
GLK REAL ESTATE LLC	272619705000020110	4.95	\$ 250,777	\$ 1,242,196	\$ 93,804	\$ 100,865
GLK REAL ESTATE LLC	272619705000020120	4.76	\$ 250,777	\$ 1,194,499	\$ 90,202	\$ 96,992
GLK REAL ESTATE LLC	272619705000020130	3.13	\$ 250,777	\$ 783,777	\$ 59,187	\$ 63,642
GLK REAL ESTATE LLC	272630707500040051	8.74	\$ 250,777	\$ 2,191,837	\$ 165,516	\$ 177,974
GLK REAL ESTATE LLC	272630708000030191	36.43	\$ 250,777	\$ 9,136,190	\$ 689,918	\$ 741,847
GLK REAL ESTATE LLC	272630708000030250	6.14	\$ 250,777	\$ 1,540,922	\$ 116,362	\$ 125,121
GLK REAL ESTATE LLC	272630708000030261	8.29	\$ 250,777	\$ 2,078,461	\$ 156,955	\$ 168,768
GLK REAL ESTATE LLC	272630708000040097	12.06	\$ 250,777	\$ 3,023,688	\$ 228,333	\$ 245,520
KL LB BUY 2 LLC	272619705000020220	1.05	\$ 250,777	\$ 263,315	\$ 19,884	\$ 21,381
KL LB BUY 2 LLC	272619705000020210	4.80	\$ 250,777	\$ 1,203,727	\$ 90,899	\$ 97,741
KL LB BUY 2 LLC	272619705000020180	13.80	\$ 250,777	\$ 3,460,716	\$ 261,335	\$ 281,006
KL LB BUY 2 LLC	272619705000020171	2.69	\$ 250,777	\$ 674,589	\$ 50,941	\$ 54,776
GLK REAL ESTATE LLC	272619705000040280	4.82	\$ 250,777	\$ 1,208,743	\$ 91,278	\$ 98,148
GLK REAL ESTATE LLC	272630708000030030	11.55	\$ 250,777	\$ 2,896,469	\$ 218,726	\$ 235,190
GLK REAL ESTATE LLC	272630708000030010	11.35	\$ 250,777	\$ 2,846,314	\$ 214,939	\$ 231,117
GLK REAL ESTATE LLC	272619705000040290	11.48	\$ 250,777	\$ 2,878,915	\$ 217,401	\$ 233,764
GLK REAL ESTATE LLC	272619705000040170	22.91	\$ 250,777	\$ 5,745,290	\$ 433,854	\$ 466,510
GLK REAL ESTATE LLC	272619705000040190	11.47	\$ 250,777	\$ 2,876,407	\$ 217,211	\$ 233,561

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
GLK REAL ESTATE LLC	272619704500040141	16.53	\$ 250,777	\$ 4,145,336	\$ 313,034	\$ 336,596
GLK REAL ESTATE LLC	272619704500040041	10.20	\$ 250,777	\$ 2,557,921	\$ 193,161	\$ 207,700
GLK REAL ESTATE LLC	272619705000040050	9.51	\$ 250,777	\$ 2,384,885	\$ 180,094	\$ 193,650
GLK REAL ESTATE LLC	272619705000040060	5.03	\$ 250,777	\$ 1,261,406	\$ 95,255	\$ 102,425
GLK REAL ESTATE LLC	272619704500040011	1.69	\$ 250,777	\$ 423,812	\$ 32,004	\$ 34,413
GLK REAL ESTATE LLC	272619705000030171	81.07	\$ 250,777	\$ 20,330,454	\$ 1,535,250	\$ 1,650,807
GLK REAL ESTATE LLC	272619705000030201	12.52	\$ 250,777	\$ 3,139,722	\$ 237,095	\$ 254,941
GLK REAL ESTATE LLC	272619705000030210	9.81	\$ 250,777	\$ 2,460,118	\$ 185,775	\$ 199,758
GLK REAL ESTATE LLC	272619705000030012	7.14	\$ 250,777	\$ 1,790,544	\$ 135,213	\$ 145,390
Totals		342.68		\$ 85,935,000	\$ 6,489,364	\$ 6,977,811

Annual Assessment Periods	30 Years
Average Coupon Rate (%)	7.00%
Maximum Annual Debt Service	\$6,489,364

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

*See attached legal decsrrcription for Assessment Area Two

**Only a portion of this parcel representing 0.741 acres will be assessed

Prepared by: Governmental Management Services - Central Florida, LLC

EXHIBIT A

Legal Description of the Property

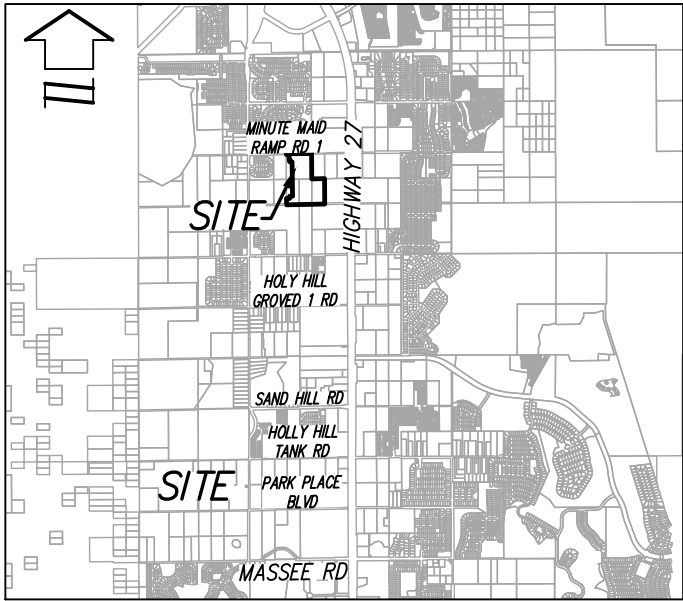
DESCRIPTION: A parcel of land lying in the Southeast 1/4 of Section 19, Township 26 South, Range 27 East, Polk County, Florida, being a portion of TRACTS 17 through 22, inclusive, of FLORIDA DEVELOPMENT COMPANY, as recorded in Plat Book 3, Pages 60 through 63, inclusive, of the Public Records of Polk County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 19, run thence along the East boundary thereof, N.00°17'10"W., a distance of 660.13 feet; thence along the South boundary of TRACTS 17 through 24, inclusive, of said FLORIDA DEVELOPMENT COMPANY, and the Easterly extension thereof, S.88°48'08"W., a distance of 925.72 feet, to the POINT OF BEGINNING; thence along the South boundary of the aforesaid TRACTS 17, through 22, inclusive, a portion of which also being the North boundary of COUNTRY WALK ESTATES, as recorded in Plat Book 155, Page 36 and 37, of the Public Records of Polk County, Florida, continue, S.88°48'08"W., a distance of 1701.37 feet to a point on the Easterly maintained right-of-way line of FDC ROAD GROVE; thence along said Easterly maintained right-of-way line, N.00°09'44"E., a distance of 648.42 feet to a point on the Southerly maintained right-of-way line of HOLLY HILL GROVE ROAD 3; thence along said Southerly maintained right-of-way line, N.88°51'21"E., a distance of 1695.95 feet; thence along the East boundary of the West 65.00 feet of the aforesaid TRACT 22, S.00°18'53"E., a distance of 646.73 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the right-of-way as set forth in Instrument Number 2010116489, LESS that portion described in that certain Quit Claim Deed in favor of Polk County, a political subdivision recorded in O.R. Book 12553, Page 349, all in Public Records of Polk County, Florida.

AND

LESS AND EXCEPT Tracts D-4 & D-5, BRENTWOOD TOWNHOMES PHASE 1, according to the map or plat thereof recorded in Plat Book 194, Page 16, Public Records of Polk County, Florida.



VICINITY MAP:
NOT TO SCALE

LEGEND:

—	LINE BREAK	L	LENGTH
PC	POINT OF CURVATURE	R	RADIUS
PRC	POINT OF REVERSE CURVATURE	Δ	CENTRAL ANGLE
PCC	POINT OF COMPOUND CURVATURE	CB	CHORD BEARING
PNT	POINT OF NON-TANGENCY	CH	CHORD LENGTH
PT	POINT OF TANGENCY	SF	SQUARE FEET
R/W	RIGHT OF WAY	AC	ACRES
ORB	OFFICIAL RECORDS BOOK	SEC	SECTION
PB	PLAT BOOK		
PG(S)	PAGE(S)		

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS BEING N89°59'19"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. INFORMATION SHOWN HEREON ARE CALCULATED BASED ON RECORDED DEEDS RETRIEVED FROM THE POLK COUNTY PROPERTY APPRAISER WEBSITE, CERTIFIED CORNER RECORDS RETRIEVED FROM THE LABINS WEBSITE AND POLK COUNTY GIS. NO FIELD WORK WAS INVOLVED IN THE PREPARATION OF THIS SKETCH AND LEGAL.
6. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
7. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY HENRY A. KILBURN, PSM 6661, ON 11/28/2023 PER FAC 5J-17.062(2).

HENRY A. KILBURN DATE
 FLORIDA LICENSED SURVEYOR & MAPPER
 NO. LS 6661
 THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 4

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

**WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)**

SECTION 19,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

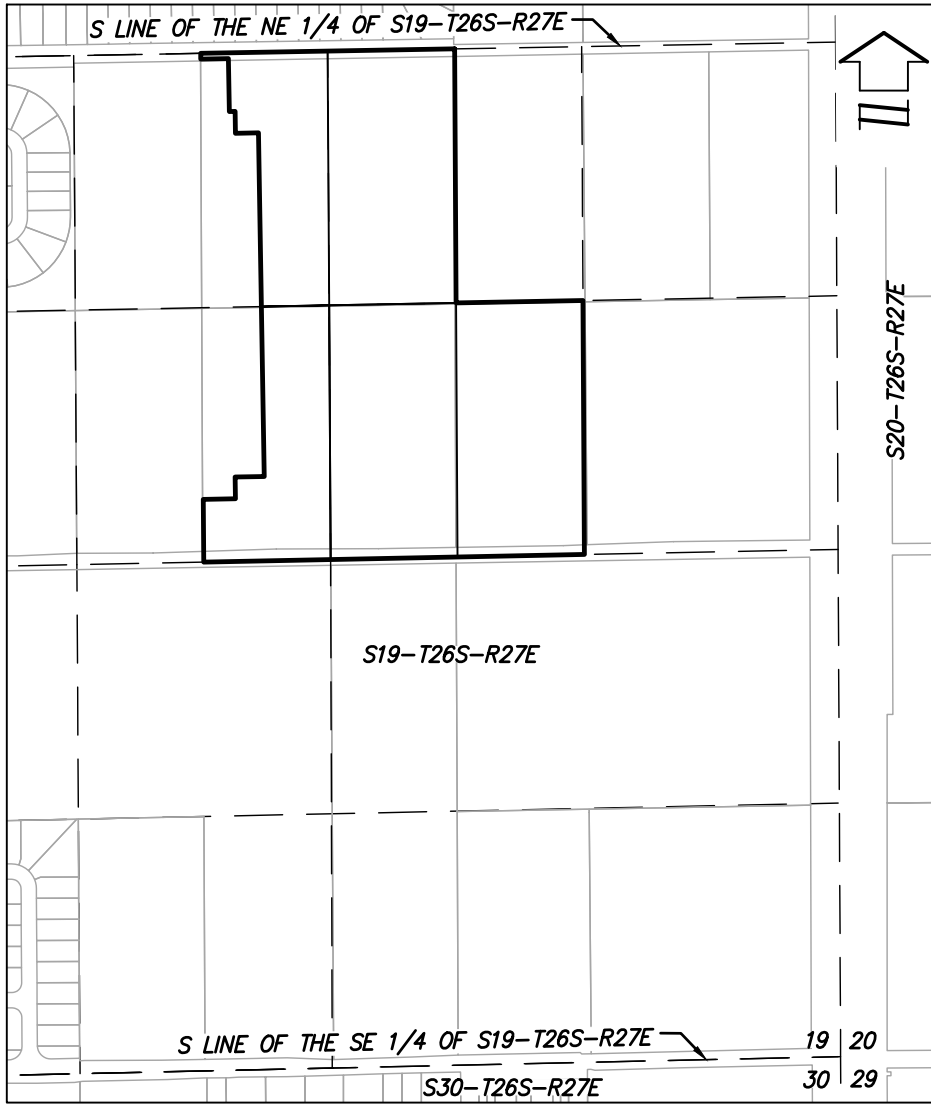
CH DEV LLC

DATE: 09/08/2023
 REV DATE:
 SCALE 1" = N/A

PROJ: 50142055
 DRAWN BY: WS
 CHECKED BY: HAK

Drawing name: C:\Users\wsamalot\AppData\Local\temp\AcPublish_17596\50151874_sursketch_Brentwood Ph 2-3.dwg DEW desc. & sketch Sheet 1 Nov 28, 2023 1:07pm by wsamalot

Drawing name: C:\Users\wsamalot\AppData\Local\Temp\AcPublish_17596\50151874_sursketch_Brentwood Ph 2-3.dwg DEW desc. & sketch Sheet 2 Nov 28, 2023 1:07pm by wsamalot



KEY MAP:
NOT TO SCALE

SHEET 2 OF 4

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)

SECTION 19,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



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PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 11/15/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50142055
DRAWN BY: WS
CHECKED BY: HAK

LEGAL DESCRIPTION:

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.

SHEET 3 OF 4

(SEE SHEET 4 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

**WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)**

SECTION 19,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



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PREPARED FOR:

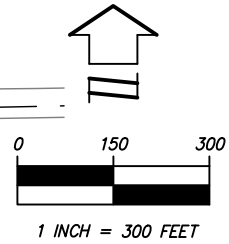
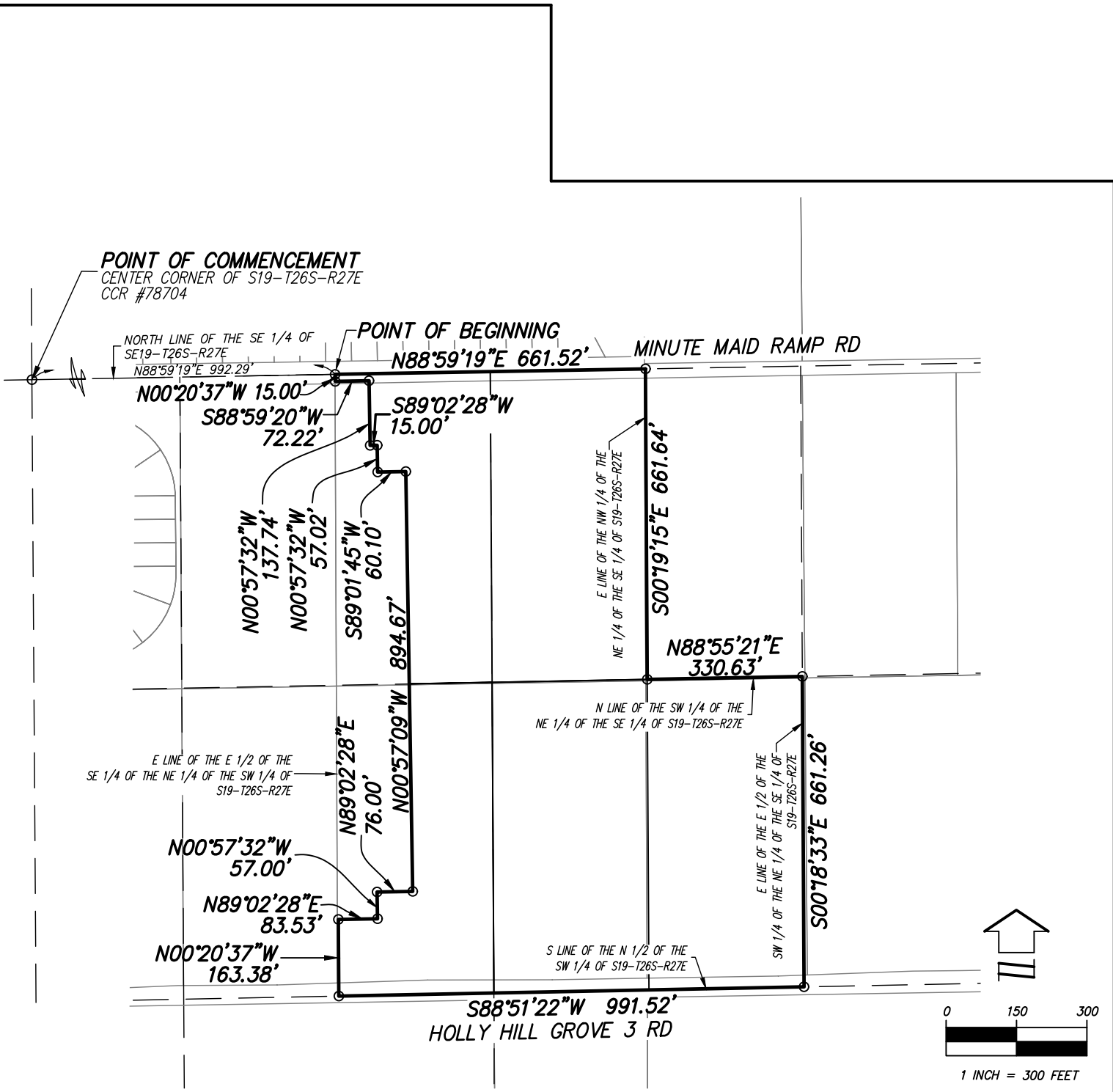
CH DEV LLC

DATE: 11/15/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50142055
DRAWN BY: WS
CHECKED BY: HAK

Drawing name: C:\Users\wsamalot\AppData\Local\temp\AcPublish_17596\50151874_sursketch_Brentwood Ph 2-3.dwg DEW desc. & sketch Sheet 3 Nov 28, 2023 1:07pm by wsamalot

Drawing name: C:\Users\wsamalot\AppData\Local\Temp\AcPublish_17596\50151874_sursketch_Brentwood Ph 2-3.dwg DEW desc. & sketch Sheet 4 Nov 28, 2023 1:07pm by wsamalot




SHEET 4 OF 4

(SEE SHEET 3 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 -OF-
WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)
 SECTION 19,
 TOWNSHIP 28 SOUTH, RANGE 27 EAST
 POLK COUNTY FLORIDA

 **Dewberry**

131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
CH DEV LLC

DATE: 11/15/2023
 REV DATE:
 SCALE 1" = 300'

PROJ: 50142055
 DRAWN BY: WS
 CHECKED BY: HAK

Description Sketch

(Not A Survey)

DESCRIPTION:

A portion of TRACTS D-4 and D-5 of BBRENTWOOD TOWNHOMES PHASE I, according to the plat thereof as recorded in Plat Book 194, Pages 16 through 19 of the public records of Polk County, Florida said parcel of land lying in Section 19, Township 26 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

BEGIN at the Northeast corner of said TRACT D-4, run thence along the South boundary of said BRENTWOOD TOWNHOMES PHASE I the following two (2) courses: (1) S.00°57'32"E., a distance of 38.88 feet; (2) S.89°01'45"W., a distance of 744.99 feet; thence N.00°58'18"W., a distance of 57.46 feet; thence N.89°02'28"E., a distance of 135.00 feet; thence S.00°57'32"E., a distance of 17.44 feet; thence N.89°02'28"E., a distance of 916.33 feet to a point on aforesaid South boundary; thence along said South boundary, S.88°51'21"W., a distance of 306.33 feet to the **POINT OF BEGINNING**.

Containing 0.741 acres, more or less.

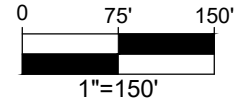
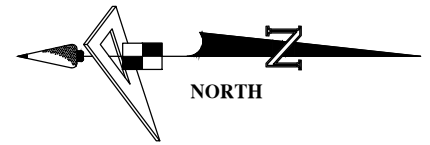
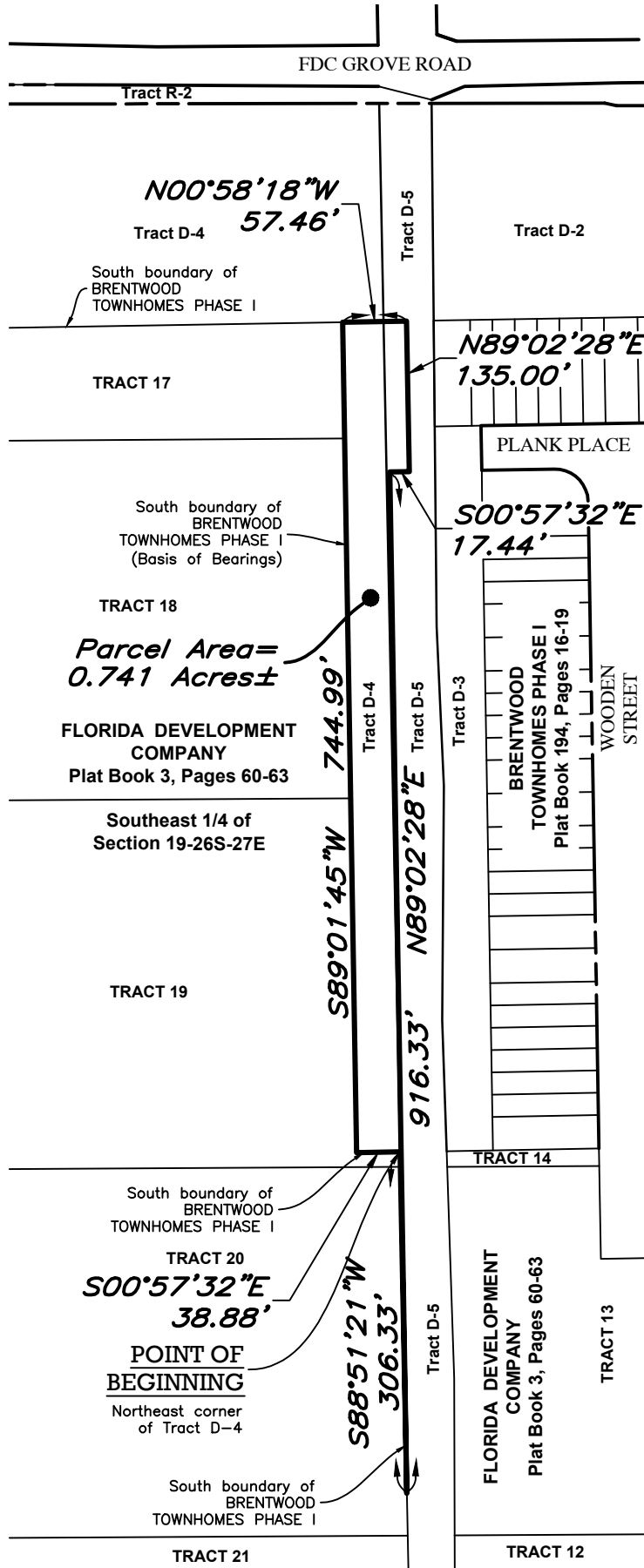
SURVEYOR'S NOTES:

- 1) Bearings shown hereon are based on the South boundary of the of BRENTWOOD TOWNHOMES PHASE I, according to the plat thereof, as recorded in Plat Book 194, Pages 16 through 19 of the public records of Polk County, Florida being S.00°57'32"E. The grid bearing as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD83-2011 adjustment) for the West zone of Florida.
- 2) I do hereby certify that this sketch & description was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers stated in Rules 5J-17.051, 5J-17.052, and 5J-17-053, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Charles M. Arnett LS6884	JOB: Brentwood Townhomes Phase I-portion of Phases 4 & 5		West Florida 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Fax: (813) 248-2266 www.geopointsurvey.com Licensed Business No.: LB 7768
	DRAWN: CMA DATE: 02/10/2024 CHECKED: CMA		
	Prepared For: GLK Real Estate		
	Revisions		
	DATE	DESCRIPTION	
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Description Sketch

(Not A Survey)



See Sheet 1 for Signature & Revisions

West Florida
 213 Hobbs Street
 Tampa, Florida 33619
 Phone: (813) 248-8888
 Fax: (813) 248-2266
 www.geopointsurvey.com
 Licensed Business No.: LB 7768

GeoPoint
 Surveying, Inc.

Legal Descriptions – Cascades Phase 3 Subdivision

Parcel Number: 272630-708000-040131 (Per Book 10032, Pages 1308 - 1311):

THAT PART OF TRACT 13 IN THE SW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT LOCATED IN POLK COUNTY, FLORIDA" RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA DESCRIBED AS: BEGIN AT A POINT ON THE EAST BOUNDARY OF SAID TRACT 13, 495.13 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT 13, AND RUN SOUTH 00°03'28" WEST ALONG SAID EAST BOUNDARY, 151.28 FEET; THENCE SOUTH 89°01'41" WEST 101.28 FEET; THENCE NORTH 33°32'22" EAST 183.56 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-708000-040097 (Per Book 10032, Pages 1308 - 1311):

A PORTION OF TRACTS 9, 10, 11, AND 12 IN THE SW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT LOCATED IN POLK COUNTY, FLORIDA," RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS: BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 12 AND RUN NORTH 89°02'03" EAST ALONG THE NORTH BOUNDARIES OF SAID TRACTS 10 AND 11, 589.37 FEET; THENCE S00° 05' 35" WEST, PARALLEL WITH THE EAST BOUNDARY OF TRACT 9, 616.31 FEET; THENCE NORTH 89°01'41" EAST TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF F.D.C. GROVE ROAD; THENCE SOUTH 00°05'35" WEST ALONG SAID RIGHT OF WAY LINE, 30.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 9, THENCE SOUTH 89°01'41" WEST ALONG THE SOUTH BOUNDARIES OF SAID TRACTS 9, 10, 11, AND 12, 1310.43 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 12; THENCE NORTH 00°03'28" EAST ALONG THE WEST BOUNDARY OF SAID TRACT 12; 151.28 FEET; THENCE NORTH 33°32'22" EAST, 600.73 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-707500-040051 (Per Book 10032, Pages 1308 - 1311):

THAT PART OF TRACTS 5, 6, 7, AND 8 IN THE SW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY FLORIDA, AS SHOWN ON THE PLAT OF "SUBDIVISION BY HOLLY HILL GROVE & FRUIT COMPANY POLK COUNTY, FLA", RECORDED IN PLAT BOOK 17, PAGE 35 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS: BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 5 AND RUN NORTH 05°47'32" EAST, 501.06 FEET; THENCE NORTH 41°18'00" WEST, 195.07 FEET OF THE SOUTH LINE OF A PLATTED RIGHT OF WAY; THENCE NORTH 89°02'26" EAST ALONG SAID SOUTH RIGHT OF WAY LINE; 10581.61 FEET TO THE WESTERLY RIGHT OF WAY LINE OF F.D.C. GROVE ROAD; THENCE SOUTH 00°05'36" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 30.00 FEET; THENCE SOUTH 89°02'26" WEST, 390.00 FEET; THENCE SOUTH 00°05'36" WEST, PARALLEL WITH THE EASTERLY BOUNDARY OF SAID TRACT 8, 616.31 FEET TO THE SOUTH BOUNDARY OF SAID TRACT 7; THENCE SOUTH 89°02'03" WEST, 589.37 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-708000-030191 (Per Book 10032, Pages 1308 - 1311):

The SOUTH 1/2 OF TRACTS 19 AND 20, ALL OF TRACTS 21 THROUGH 24, INCLUSIVE AND ALL OF TRACTS 28, 29, AND 30 IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT LOCATED IN POLK COUNTY, FLORIDA" AS RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT: BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 24 (ON THE LAND LINE); AND RUN SOUTH 89°07'-1" WEST, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 24 AND 23, 407.00 FEET; THENCE NORTH 00°05'34" EAST 613.83 FEET; THENCE NORTH 89°11'37" EAST, 407.00 FEET TO THE EAST BOUNDARY OF SAID TRACT 24; THENCE SOUTH 00°05'34" WEST, 613.30 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-708000-030261 (Per Book 10543, Pages 1285 - 1288):

Tract 26 in the NW 1/4 of Section 30, Township 26 South, Range 27 East, FLORIDA DEVELOPMENT CO. TRACT, according to the map or plat thereof as recorded in Plat Book 3, Page 60, Public Records of Polk County, Florida. LESS AND EXCEPT from the above-described Tract 26 the real property described as follows:

A PORTION OF TRACT 26 IN THE NW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ACCORDING TO THE PLAT OF "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", RECORDED IN PLAT BOOK 3, PAGES 60-63, POLK COUNTY, FLORIDA, ALL BEING FURTHER DESCRIBED AS: BEGIN AT A 5/8" IRON ROD AND CAP "RLS 3781" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE WEST RIGHT-OF-WAY LINE (30' PLATTED RIGHT-OF-WAY WIDTH) OF FDC GROVE ROAD, AND RUN THENCE ALONG THE EAST LINE OF SAID TRACT 25, ALSO BEING SAID WEST RIGHT-OF-WAY LINE, S-00°07'00"-E, 643.72 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE NORTH PLATTED RIGHT-OF-WAY LINE (30' PLATTED RIGHT OF WAY WIDTH) OF A PLATTED STREET (NOT PHYSICALLY OPEN); THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, AND ALONG THE SOUTH LINE OF SAID TRACT 25 AND SAID TRACT 26, ALSO ALONG SAID NORTH PLATTED RIGHT-OF-WAY LINE, S-88°55'22"-W, 417.44 FEET; THENCE DEPARTING SAID NORTH PLATTED RIGHT-OF-WAY LINE, N-00°07'00"-W, 644.16 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 26; THENCE ALONG THE NORTH LINE OF SAID TRACT 26 AND SAID TRACT 25 N-88°59'00"-E, 417.43 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-708000-030250 (Per Book 10543, Pages 1065 - 1067):

ALL OF TRACT 25, AND A PORTION OF TRACT 26, ALL LYING IN THE NW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ACCORDING TO THE PLAT OF "FLORIDA DEVELOPMENT COMPANY SUBDIVISION", RECORDED IN PLAT BOOK 3, PAGES 60-63, POLK COUNTY, FLORIDA, ALL BEING FURTHER DESCRIBED AS: BEGIN AT A 5/8" IRON ROD AND CAP "RLS 3781" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE WEST RIGHT-OF-WAY LINE (30' PLATTED RIGHT-OF-WAY WIDTH) OF FDC GROVE ROAD, AND RUN THENCE ALONG THE EAST LINE OF SAID TRACT 25, ALSO BEING SAID WEST RIGHT-OF-WAY LINE, S-00° 07' 00" -E, 643.72 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE NORTH PLATTED RIGHT-OF-WAY LINE (30' PLATTED RIGHT OF WAY WIDTH) OF A PLATTED STREET (NOT PHYSICALLY OPEN); THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, AND ALONG THE SOUTH LINE OF SAID TRACT 25 AND SAID TRACT 26, ALSO ALONG SAID NORTH PLATTED RIGHT-OF-WAY LINE, S-88° 55' 22" -W, 417.44 FEET; THENCE DEPARTING SAID NORTH PLATTED RIGHT-OF-WAY LINE, N-00° 07' 00" -W, 644.16 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 26; THENCE ALONG THE NORTH LINE OF SAID TRACT 26 AND SAID TRACT 25 N-88° 59' 00" -E, 417.43 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION
PROPOSED "WYNNSTONE" SUBDIVISION PHASE 1
BOND ISSUANCE BOUNDARY
Revised 2-22-2024

NOTES:

- PERIMETER BOUNDARY INFORMATION BASED ON "ALTA/NSPS LAND TITLE SURVEY", PREPARED BY GEO POINT SURVEYING, INC., JOB# 1001945-LEN WS 001, FIELD SURVEY DATE: OCTOBER 26, 2023, AND "BOUNDARY SURVEY", PREPARED BY GEO POINT SURVEYING, INC., JOB #1001945-GLK WS-002, FIELD SURVEY DATE: DECEMBER 19, 2023, BOTH WERE RELIED UPON AS BEING COMPLETED AND CORRECT.
- INTERIOR ROADWAYS AND LOT CONFIGURATION BASED ON "CONCEPTUAL SITE PLAN-SINGLE FAMILY", WYNNSTONE SINGLE FAMILY, POLK COUNTY, FLORIDA", PREPARED BY ABSOLUTE ENGINEERING, INC. JOB # 19-0009-0010, AND WAS RELIED UPON AS BEING COMPLETE AND CORRECT.

ALL OF TRACTS 1, 2, 3, AND 4 IN THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING WITHIN THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AS RECORDED IN PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND

ALL OF TRACTS 1, 2, 3, 4, 13, 14, 15, AND 16 IN THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING WITHIN THE PLAT OF "HOLLY HILL GROVE & FRUIT COMPANY", AS RECORDED IN PLAT BOOK 17, PAGE 34 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND

ALL OF TRACTS 5, 6, 12, 17, 18, 19, 28, 29, 30, 31, AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

PARTS OF TRACTS 9, 10, 11, 20, 21, 22, 23, AND 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

ALL OF THE SOUTH 150.00 FEET OF TRACTS 1 AND 2 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

PART OF THE SOUTH 150.00 FEET OF TRACT 3 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

ALL OF TRACTS 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31 AND 32 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED RIGHT-OF-WAY (30.00 FEET TOTAL WIDTH), LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 1, 2, 3 AND 4 IN THE NORTHWEST ¼ OF SAID SECTION 30, **AND** LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 29, 30, 31, AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, ALL BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED 15.00 FEET WIDE RIGHT-OF-WAY LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 17, 18, 19, 20, 21, 22, 23, AND 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED 15.00 FEET WIDE RIGHT-OF-WAY LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 13, 14, 15, AND 16 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY";



1925 BARTOW ROAD LAKELAND, FL 33801
OFFICE: (863) 940-2040 FAX: (863) 940-2044
EMAIL: INFO@WOODCIVIL.COM
CERTIFICATE OF AUTHORIZATION NO. 32508

PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNNSTONE" SUBDIVISION

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

TOGETHER WITH

ALL OF THAT MAINTAINED RIGHT-OF-WAY (WIDTH VARIES) ACCORDING TO MAP BOOK 17, PAGES 93 TO 99 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING NORTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 9, 10, 11, AND 12 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING EAST OF AND ADJOINING THE EAST BOUNDARY OF TRACTS 9 AND 24, **AND ALL** OF THAT MAINTAINED RIGHT-OF-WAY ACCORDING TO MAP BOOK 18, PAGES 43 TO 61 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING WEST OF AND ADJOINING THE EAST BOUNDARY OF TRACTS 9 AND 24, ALL IN THE SOUTHWEST ¼ OF SAID SECTION 19, AND BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT REMAINING 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACT 4 IN THE SOUTHWEST ¼ OF SAID SECTION 19, AND BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY", LYING EAST OF THE EASTERLY BOUNDARY OF THE VACATED RIGHT-OF-WAY ACCORDING TO THE OFFICIAL RECORDS BOOK 8483, PAGE 400, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND TOGETHER WITH

ALL OF THAT REMAINING 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACT 29 IN THE NORTHWEST ¼ OF SAID SECTION 19, **AND** BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", LYING EAST OF THE EASTERLY BOUNDARY OF THE VACATED RIGHT-OF-WAY ACCORDING TO THE OFFICIAL RECORDS BOOK 8483, PAGE 400, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND TOGETHER WITH

ALL OF THAT PLATTED RIGHT-OF-WAY (30.00 FEET TOTAL WIDTH) LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 5 AND 6 IN THE SOUTHWEST ¼ OF SECTION 19, **AND** LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 27 AND 28 IN THE NORTHWEST ¼ OF SECTION 19, ALL BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT".

DESCRIPTION:

ALL BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT A 4" X 4" CONCRETE MONUMENT AND CAP "RLS3781" STANDING AT THE WEST ¼ (QUARTER) CORNER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE WEST BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30, N-00°04'07"-W, 1985.41 FEET; THENCE DEPARTING SAID WEST BOUNDARY, RUN N-89°55'53"-E, 15.00 FEET TO THE SOUTHWEST CORNER OF TRACT 1 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", SAID POINT IS ALSO THE **POINT OF BEGINNING**; THENCE ALONG THE WEST BOUNDARY OF SAID TRACT 1 AND ITS NORTHERLY PROJECTION, N-00°04'07"-W, 661.71 FEET TO A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30, SAID POINT IS ALSO ON THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF TRACT 17 AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND THE SOUTHERLY AND NORTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 1 AND 16 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY", AND THE SOUTHERLY AND NORTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 17, PAGE 34, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 17 AND 32 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND THE SOUTHERLY AND NORTHERLY PROJECTIONS THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 1 AND 16 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND THE SOUTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, RUN N-00°04'06"-W, 4785.68 FEET TO A 5/8" IRON ROD AND CAP "LB5073" STANDING AT THE NORTHWEST CORNER OF THE SOUTH 150.00 FEET OF SAID TRACT 1, SAID POINT IS ALSO THE SOUTHWEST CORNER OF SUNSET RIDGE PHASE 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 126, PAGES 36 TO 41 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING SAID WEST BOUNDARY AND SAID EASTERLY RIGHT-OF-WAY, RUN ALONG THE NORTH BOUNDARY OF THE SOUTH 150.00

**PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNSTONE" SUBDIVISION**

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES



1925 BARTOW ROAD LAKELAND, FL 33801
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CERTIFICATE OF AUTHORIZATION NO. 32508

FEET OF TRACTS 1, 2, AND 3 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", ALSO BEING THE SOUTH BOUNDARY OF SAID "SUNSET RIDGE PHASE 2", RUN N-89°08'35"-E, BASIS OF BEARING FOR THIS DESCRIPTION, 1061.45 FEET; THENCE DEPARTING SAID NORTH BOUNDARY OF THE SOUTH 150.00 FEET OF TRACTS 1, 2, AND 3, AND DEPARTING THE SOUTH BOUNDARY OF SAID "SUNSET RIDGE PHASE 2, RUN S-00°11'00"-E, 150.01 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT 14 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE CONTINUE ALONG THE NORTH BOUNDARY OF SAID TRACT 14, AND CONTINUE ALONG THE NORTH BOUNDARY OF TRACT 13 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN N-89°08'35"-E, 460.61 FEET TO A 4" X 4" CONCRETE MONUMENT AND CAP "LB 8112" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 13, SAID POINT ALSO BEING THE NORTHWEST CORNER OF "NATURES RESERVE PHASE 1" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGES 47 TO 49 (INCLUSIVE) PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 13 AND ITS SOUTHERLY PROJECTION, ALSO BEING THE WEST BOUNDARY OF SAID "NATURES RESERVE PHASE 1", RUN S-00°20'10"-E, 676.06 FEET TO THE NORTHWEST CORNER OF TRACT 21 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT 21, AND CONTINUE ALONG THE NORTH BOUNDARY OF TRACT 22 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN N-89°06'00"-E, 662.14 FEET TO A 5/8" IRON ROD WITH NO IDENTIFICATION STANDING AT THE NORTHEAST CORNER OF SAID TRACT 22; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 22 AND THE EAST BOUNDARY OF TRACT 27 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND ITS SOUTHERLY PROJECTION, ALSO BEING THE WEST BOUNDARY OF SAID "NATURES RESERVE PHASE 1" AND ITS SOUTHERLY PROJECTION, AND CONTINUE ALONG THE EAST BOUNDARY OF TRACT 6 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND ITS NORTHERLY AND SOUTHERLY EXTENSIONS, RUN S-00°21'46"-E, 1976.46 FEET; THENCE S-89°00'33"-W, 115.96 FEET; THENCE S-89°55'13"-W, 168.00 FEET; THENCE S-00°04'47"-E, 110.00 FEET; THENCE N-89°55'13"-E, 30.23 FEET; THENCE S-00°04'47"-E, 40.00 FEET; THENCE N-89°55'13"-E, 85.00 FEET; THENCE S-00°04'47"-E, 480.00 FEET; THENCE N-89°55'13"-E, 85.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 170.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 155.00 FEET; THENCE N-00°04'47"-W, 120.00 FEET; THENCE N-89°55'13"-E, 5.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 59°12'40", A CHORD BEARING OF N-60°18'52"-E, A CHORD DISTANCE OF 74.10 FEET, FOR AN ARC LENGTH OF 77.57 FEET; THENCE ALONG A NON-RADIAL LINE, N-89°55'13"-E, 133.06 FEET; THENCE N-00°05'16"-W, 489.86 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT 9 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG SAID NORTH BOUNDARY, N-89°05'03"-E, 19.99 FEET TO A POINT ON THE WESTERLY MAINTAINED RIGHT-OF-WAY OF FDC GROVE ROAD, ACCORDING TO MAP BOOK 18, PAGES 43 TO 61 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH BOUNDARY AND ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING SIX (6) COURSES: 1) S-00°27'36"-E, 607.85 FEET; THENCE 2) S-18°10'05"-W, 18.77 FEET; THENCE 3) S-10°22'17"-E, 53.68 FEET; THENCE 4) S-00°22'39"-E, 197.61 FEET; THENCE 5) S-01°12'23"-W, 332.36 FEET; THENCE 6) S-00°27'05"-W, 118.81 FEET TO A POINT ON THE SOUTH BOUNDARY OF TRACT 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE DEPARTING SAID WESTERLY MAINTAINED RIGHT-OF-WAY, AND ALONG THE SOUTH BOUNDARY OF SAID TRACT 24, RUN S-89°08'17"-W, 20.02 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, RUN N-00°05'16"-W, 490.71 FEET; THENCE S-89°55'13"-W, 126.36 FEET; THENCE ALONG A RADIAL LINE, S-52°13'40"-W, 15.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 52°18'27", A CHORD BEARING OF N-63°55'34"-W, A CHORD DISTANCE OF 66.12 FEET, FOR AN ARC LENGTH OF 68.47 FEET; THENCE S-89°55'13"-W, 5.00 FEET; THENCE N-00°04'47"-W, 120.00 FEET; THENCE S-89°55'13"-W, 155.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE

**PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNSTONE" SUBDIVISION**

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES



1925 BARTOW ROAD LAKELAND, FL 33801
OFFICE: (863) 940-2040 FAX: (863) 940-2044
EMAIL: INFO@WOODCIVIL.COM
CERTIFICATE OF AUTHORIZATION NO. 32508

NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 85.00 FEET; THENCE S-00°04'47"-E, 481.18 FEET; THENCE S-22°12'50"-E, 88.48 FEET; THENCE S-46°46'12"-E, 81.16 FEET; THENCE S-70°05'16"-E, 72.63 FEET; THENCE N-89°55'13"-E, 202.89 FEET TO THE NORTHEAST CORNER OF TRACT 28 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 28, RUN S-00°21'05"-E, 647.48 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 28; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 28, RUN S-89°03'32"-W, 331.81 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 28; THENCE DEPARTING SAID SOUTH BOUNDARY, RUN S-00°20'33"-E, 15.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 19, ALSO BEING A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30; THENCE ALONG THE EAST BOUNDARY OF TRACT 4 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND ITS NORTHERLY PROJECTION, RUN S-00°07'14"-E, 660.05 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 4; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 4, AND CONTINUE ALONG THE SOUTH BOUNDARY OF TRACTS 1, 2, AND 3 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN S-89°06'13"-W, 1544.95 FEET TO THE POINT OF BEGINNING.

CONTAINING: 234.358 ACRES, MORE OR LESS.



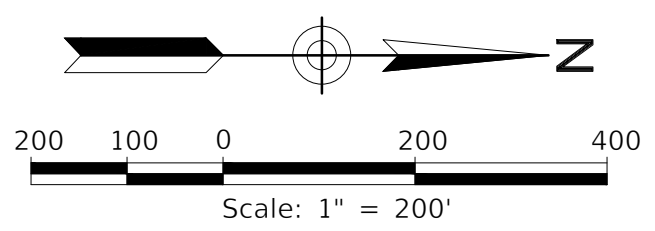
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**PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNSTONE" SUBDIVISION**

LEGAL DESCRIPTION

(NOT A SURVEY)

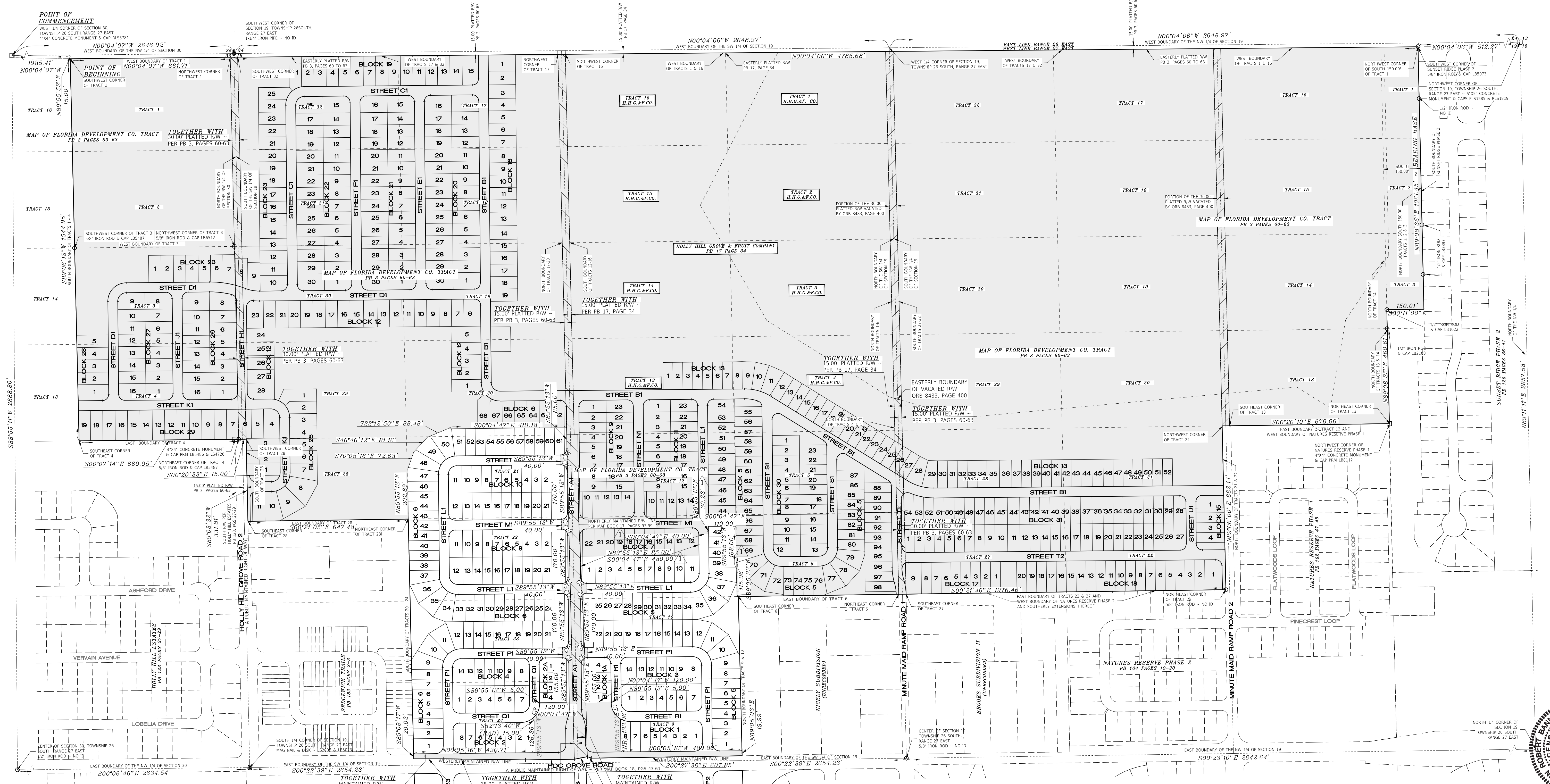
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AND IS NOT COMPLETE WITHOUT ALL PAGES



LEGEND AND NOTES

- TRACT 12 TRACT NUMBER PER "MAP OF FLORIDA DEVELOPMENT CO. TRACT", PER PLAT BOOK 3, PAGES 60-63
- TRACT 2 H.H.G.&F. CO. TRACT NUMBER PER "HOLLY HILL GROVE & FRUIT COMPANY", PER PLAT BOOH 17, PAGE 34
- P.O.B. POINT OF BEGINNING
- (RAD) RADIAL
- (NR) NON RADIAL

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF THE SOUTH 150 FEET OF TRACTS 1, 2 AND 3. IN THE NORTHWEST 1/4 OF SECTION 19, ALSO BEING THE SOUTH BOUNDARY OF "SUNSET RIDGE PHASE 2", AS RECORDED IN PLAT BOOK 126, PAGES 36 - 41. PUBLIC RECORDS OF POLK COUNTY, FLORIDA, HAVING A GRID BEARING OF N89°08'35"E, THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE OF FLORIDA COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA.



Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1					INTENTIONALLY OMITTED
C2					INTENTIONALLY OMITTED
C3	39.27'	25.00'	90° 00' 00"	35.36'	N44° 55' 13"E
C4	39.27'	25.00'	90° 00' 00"	35.36'	S45° 04' 47"E
C5	39.27'	25.00'	90° 00' 00"	35.36'	N44° 55' 13"E
C6	39.27'	25.00'	90° 00' 00"	35.36'	S45° 04' 47"E
C7	77.51'	75.00'	59° 12' 40"	74.10'	N60° 18' 52"E
C8	68.47'	75.00'	52° 18' 27"	66.12'	N63° 55' 34"W

Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C9	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C10	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C11	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C12	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C13	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C14	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C15	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C16	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W

PROPOSED WYNSTONE SUBDIVISION SKETCH TO ACCOMPANY LEGAL DESCRIPTION NOT A SURVEY

REVISIONS

NO.	DATE	DESCRIPTION
1	02/22/24	REVISED BOUNDARY AND LEGAL DESCRIPTION

PHASE 1 BOND ISSUANCE BOUNDARY SHEET: 1 OF 1

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**SUPPLEMENTAL
ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO**

FOR

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT DISTRICT**

Date: April 16, 2024

Prepared by

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

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

1.0 Introduction

The Westside Haines City Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District will issue on April 29, 2024, its \$35,500,000 of tax-exempt bonds (the “Bonds”) for the purpose of financing certain Assessment Area Two infrastructure improvements (“Assessment Area Two Capital Improvement Plan” or “AA2 CIP”) within the District more specifically described in the Second Amended & Restated Engineer’s Report dated March 18, 2024, prepared by Dewberry Engineers Inc., Brentwood – Phases 2, 3, 4 and 5, Cascades - Phase 3, and Wynnstone – Phase 1 (collectively known as “Assessment Area Two”) as described on Composite Exhibit 7, as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of infrastructure improvements that benefit property owners within Assessment Area Two of the District.

1.1 Purpose

This Supplemental Assessment Methodology for Assessment Area Two (the “Supplemental Report”) which supplements the Master Assessment Methodology dated March 29, 2021 (the “Master Report”) and together with the Supplemental Report (the “Assessment Report”), provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within Assessment Area Two within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the AA2 CIP. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

The District will levy, impose, and collect non ad valorem special assessments (“Special Assessments”) on the benefited lands within Assessment Area Two of the District securing repayment of the Bonds based on this Assessment Report. It is anticipated that all of the proposed Special Assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District including those for maintenance and operation of the Bonds, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 595.10 acres located within Haines City, Florida. Assessment Area Two consists of approximately 351.03 acres of the District. The development program for Assessment Area Two of the District currently envisions 1,406 residential units. The proposed development program is depicted in

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

The improvements contemplated by the District in the AA2 CIP will provide facilities that benefit certain property within Assessment Area Two of the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management, utilities (water, sewer, & streetlighting), roadway, entry feature, parks & amenities, and contingency. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the AA2 CIP.
2. The District Engineer determines the assessable acres that benefit from the District's AA2 CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the AA2 CIP.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number and type of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property within Assessment Area Two of the District, different in kind and degree, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within Assessment Area Two of the District. The implementation of the AA2 CIP enables properties within the boundaries of Assessment Area Two within the District to be developed. Without the District's AA2 CIP, there would be no infrastructure to support development of land within Assessment Area Two of the District. Without these improvements, development of the property within Assessment Area Two of the District would be prohibited by law.

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

therefore receiving special benefits not received by the general public and those outside Assessment Area Two of the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

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

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

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

1.5 Special Benefits Will Equal or Exceed the Costs Allocated

The special benefits provided to the property within Assessment Area Two of the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's AA2 CIP that is necessary to support full development of property within Assessment Area Two of the District will cost approximately \$64,893,640. The District's Underwriter has determined that financing costs required to fund a portion of the AA2 CIP costs, the cost of issuance of the Bonds, and the funding of a debt service reserve account will be \$35,500,000. Without the AA2 CIP, the property within Assessment Area Two of the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District will issue on April 29, 2024, its \$35,500,000 in Bonds to fund a portion of the District's AA2 CIP, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$35,500,000 in debt to the properties within Assessment Area Two of the District benefiting from the AA2 CIP.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within Assessment Area Two of the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the AA2 CIP needed to support the development; these construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$64,893,640. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate

funds to pay for a portion of the AA2 CIP and related costs was determined by the District's Underwriter to total \$35,500,000. Table 3 shows the breakdown of the Bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for Assessment Area Two of the District is completed. Until the platting process occurs, the AA2 CIP funded by District Bonds will benefit all acres within Assessment Area Two of the District.

The initial assessments will be levied on an equal basis to all gross acreage within Assessment Area Two of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all the lands within Assessment Area Two of the District are benefiting from the AA2 CIP. If any parcel, or part thereof, is sold to a builder or other third party prior to platting, the assessments will be allocated to such parcel of land based on the development plan associated with that parcel, or part thereof. The owner of that parcel, or part thereof, would be responsible for any true-up payment due in accordance with Section 3.0.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the assigned properties within Assessment Area Two of the District, which are the beneficiaries of the AA2 CIP, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. This is reflected on Table 5. Based on the product type and number of units anticipated to absorb a certain amount of the Bond principal, it is estimated that the CDD will recognize a developer contribution equal to \$10,355,000 in eligible infrastructure.

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

2.3 Allocation of Benefit

The AA2 CIP consists of offsite improvements, stormwater management, utilities (water, sewer, & streetlighting), roadway, entry feature, parks & amenities, and contingency. There are three product types within the planned development. The single-family 40' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the product type. It is important to note that the benefit derived from the AA2 CIP on a particular unit will exceed the cost that the unit will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed AA2 CIP will provide several types of systems, facilities and services for its residents. These offsite improvements, stormwater management, utilities (water, sewer, & streetlighting), roadway, entry feature, parks & amenities, and contingency. The benefit from the AA2 CIP accrues in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of improvements to the assigned properties.

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

For the provision of the AA2 CIP, the special and peculiar benefits are:

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

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

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

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

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar

benefits to the property derived from the acquisition and/or construction of AA2 CIP have been apportioned to the property within Assessment Area Two of the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of Assessment Area Two of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated assigned properties are built and sold as planned, and the entire proposed AA2 CIP is constructed.

3.0 True Up Mechanism

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

4.0 Assessment Roll

The District will initially distribute the Special Assessments across the property within Assessment Area Two of the District on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the

foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in Assessment Area Two of the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

TABLE 1
 WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
 DEVELOPMENT PROGRAM
 SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Land Use*	Brentwood Phase 2	Brentwood Phase 3	Brentwood Phase 4&5	Cascades Phase 3	Wynnstone Phase 1A	Wynnstone Phase 1B	Total Units	ERUs per Unit (1)	Total ERUs
Townhome	124	122	0	0	0	0	246	0.75	184.50
Townhome (2)	0	0	290	0	0	0	290	0.75	217.50
Single Family 40'	0	0	0	219	0	0	219	1.00	219.00
Single Family 40' (2)	0	0	0	0	239	0	239	1.00	239.00
Single Family 40' (3)	0	0	0	0	0	34	34	1.00	34.00
Single Family 50'	0	0	0	125	0	0	125	1.25	156.25
Single Family 50' (2)	0	0	0	0	243	0	243	1.25	303.75
Single Family 50' (3)	0	0	0	0	0	10	10	1.25	12.50
Total Units	124	122	290	344	482	44	1,406		1,367

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a Single Family 40' lot at 1 ERU

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

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

Assessment Area Two Capital Improvement Plan ("AA2 CIP")	Brentwood - Phase 2	Brentwood - Phase 3	Brentwood - Phase 4&5	Cascades - Phase 3	Wynnstone - Phase 1A	Wynnstone - Phase 1B	Total Cost Estimate
Offsite Improvements	\$ 200,000	\$ -	\$ 250,000	\$ 1,011,097	\$ 7,266,122	\$ 663,297	\$ 9,390,516
Stormwater Management	\$ 1,103,340	\$ 1,461,713	\$ 4,482,699	\$ 4,048,597	\$ 3,852,613	\$ 351,691	\$ 15,300,653
Utilities (Water, Sewer, & Street lighting)	\$ 1,004,920	\$ 1,331,325	\$ 4,082,835	\$ 3,848,597	\$ 3,753,053	\$ 342,602	\$ 14,363,332
Roadway	\$ 481,740	\$ 638,213	\$ 1,957,234	\$ 2,377,222	\$ 1,747,617	\$ 159,533	\$ 7,361,559
Entry Feature	\$ -	\$ 200,000	\$ 125,000	\$ 461,097	\$ 865,794	\$ 79,035	\$ 1,730,926
Parks & Amenities	\$ -	\$ -	\$ 1,250,000	\$ 961,097	\$ 2,999,236	\$ 273,789	\$ 5,484,122
Professional Fees	\$ 279,000	\$ 363,125	\$ 1,214,777	\$ 1,270,771	\$ 2,048,444	\$ 186,995	\$ 5,363,111
Contingency	\$ 306,900	\$ 399,438	\$ 1,336,254	\$ 1,397,848	\$ 2,253,288	\$ 205,694	\$ 5,899,422
	\$ 3,375,900	\$ 4,393,813	\$ 14,698,799	\$ 15,376,327	\$ 24,786,166	\$ 2,262,636	\$ 64,893,640

(1) A detailed description of these improvements is provided in the Second Amended & Restated Engineer's Report dated March 18, 2024.

Prepared by: Governmental Management Services - Central Florida, LLC

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

Bond Sizing

Description	Total
Sources	
Par	\$ 35,500,000
Total Sources	\$ 35,500,000
Uses	
Brentwood 2/3 Construction Fund	\$ 4,680,811
Brentwood 4/5 Construction Fund	\$ 4,227,748
Cascades Construction Fund	\$ 10,395,833
Wynnstone 1A Construction Fund	\$ 11,915,024
Wynnstone 1B Construction Fund	\$ 753,008
Debt Service Reserve	\$ 2,522,100
Underwriters Discount	\$ 710,000
Cost of Issuance	\$ 295,475
Total Uses	\$ 35,500,000

Bond Assumptions:

Average Coupon	5.91%
Amortization	30 Years
Capitalized Interest	None
Debt Service Reserve	MADS
Underwriters Discount	2%

TABLE 4
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Townhome	246	0.75	184.5	13.50%	\$ 8,761,710	\$ 35,617
Townhome (2)	290	0.75	217.5	15.92%	\$ 10,328,845	\$ 35,617
Single Family 40'	219	1.00	219	16.03%	\$ 10,400,078	\$ 47,489
Single Family 40' (2)	239	1.00	239	17.49%	\$ 11,349,857	\$ 47,489
Single Family 40' (3)	34	1.00	34	2.49%	\$ 1,614,624	\$ 47,489
Single Family 50'	125	1.25	156.25	11.43%	\$ 7,420,147	\$ 59,361
Single Family 50' (2)	243	1.25	303.75	22.23%	\$ 14,424,766	\$ 59,361
Single Family 50' (3)	10	1.25	12.5	0.91%	\$ 593,612	\$ 59,361
	1,406		1,367	100.00%	\$ 64,893,640	

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

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

Land Use	No. of Units *	Total Improvements Costs Per Product Type	Potential Allocation of Par Debt Per Product Type	Developer Contributions**	Allocation of Par Debt Per Product Type	Per Unit Revised Par
Townhome	246	\$ 8,761,710	\$ 6,191,180	\$ (993,926)	\$ 5,197,254	\$ 21,127
Townhome (2)	290	\$ 10,328,845	\$ 7,298,546	\$ (2,604,342)	\$ 4,694,203	\$ 16,187
Single Family 40'	219	\$ 10,400,078	\$ 7,348,880	\$ (396)	\$ 7,348,484	\$ 33,555
Single Family 40' (2)	239	\$ 11,349,857	\$ 8,020,011	\$ (1,460,091)	\$ 6,559,920	\$ 27,447
Single Family 40' (3)	34	\$ 1,614,624	\$ 1,140,922	\$ (494,853)	\$ 646,069	\$ 19,002
Single Family 50'	125	\$ 7,420,147	\$ 5,243,208	\$ (1,048,868)	\$ 4,194,340	\$ 33,555
Single Family 50' (2)	243	\$ 14,424,766	\$ 10,192,796	\$ (3,523,087)	\$ 6,669,710	\$ 27,447
Single Family 50' (3)	10	\$ 593,612	\$ 419,457	\$ (229,436)	\$ 190,020	\$ 19,002
	1,406	\$ 64,893,640	\$ 45,855,000	\$ (10,355,000)	\$ 35,500,000	

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

** In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. Based on the product type and number of units anticipated to absorb the Bond Principal, it is estimated that the CDD will recognize a developer contribution equal to \$10,355,000 in eligible infrastructure.

TABLE 6
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Townhome	246	\$ 5,197,253.53	\$ 21,127.05	\$ 369,239.24	\$ 1,500.97	\$ 1,613.95
Townhome (2)	290	\$ 4,694,203.24	\$ 16,186.91	\$ 333,500.00	\$ 1,150.00	\$ 1,236.56
Single Family 40'	219	\$ 7,348,484.00	\$ 33,554.72	\$ 522,073.56	\$ 2,383.90	\$ 2,563.33
Single Family 40' (2)	239	\$ 6,559,920.30	\$ 27,447.37	\$ 466,050.00	\$ 1,950.00	\$ 2,096.77
Single Family 40' (3)	34	\$ 646,068.75	\$ 19,002.02	\$ 45,900.00	\$ 1,350.00	\$ 1,451.61
Single Family 50'	125	\$ 4,194,340.18	\$ 33,554.72	\$ 297,987.19	\$ 2,383.90	\$ 2,563.33
Single Family 50' (2)	243	\$ 6,669,709.77	\$ 27,447.37	\$ 473,850.00	\$ 1,950.00	\$ 2,096.77
Single Family 50' (3)	10	\$ 190,020.22	\$ 19,002.02	\$ 13,500.00	\$ 1,350.00	\$ 1,451.61
	1,406	\$ 35,500,000.00		\$ 2,522,100		

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

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

TABLE 7
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
GLK REAL ESTATE LLC	272630708000040131	0.47	\$ 101,132	\$ 47,326	\$ 3,362	\$ 3,615
KL LB BUY 2 LLC	272619705015002280**	0.74	\$ 101,132	\$ 74,838	\$ 5,317	\$ 5,717
GLK REAL ESTATE LLC	272619705000020040	8.12	\$ 101,132	\$ 821,168	\$ 58,340	\$ 62,731
GLK REAL ESTATE LLC	272619705000020110	5.24	\$ 101,132	\$ 530,069	\$ 37,659	\$ 40,493
GLK REAL ESTATE LLC	272619705000020120	5.05	\$ 101,132	\$ 510,834	\$ 36,292	\$ 39,024
GLK REAL ESTATE LLC	272619705000020130	3.41	\$ 101,132	\$ 345,200	\$ 24,525	\$ 26,371
GLK REAL ESTATE LLC	272630707500040051	9.03	\$ 101,132	\$ 913,036	\$ 64,867	\$ 69,749
GLK REAL ESTATE LLC	272630708000030191	36.72	\$ 101,132	\$ 3,713,521	\$ 263,827	\$ 283,685
GLK REAL ESTATE LLC	272630708000030250	6.43	\$ 101,132	\$ 650,538	\$ 46,218	\$ 49,696
GLK REAL ESTATE LLC	272630708000030261	8.58	\$ 101,132	\$ 867,314	\$ 61,618	\$ 66,256
GLK REAL ESTATE LLC	272630708000040097	12.35	\$ 101,132	\$ 1,248,501	\$ 88,700	\$ 95,376
KL LB BUY 2 LLC	272619705000020220	1.34	\$ 101,132	\$ 135,311	\$ 9,613	\$ 10,337
KL LB BUY 2 LLC	272619705000020210	5.09	\$ 101,132	\$ 514,556	\$ 36,557	\$ 39,308
KL LB BUY 2 LLC	272619705000020180	14.09	\$ 101,132	\$ 1,424,743	\$ 101,221	\$ 108,840
KL LB BUY 2 LLC	272619705000020171	2.98	\$ 101,132	\$ 301,167	\$ 21,396	\$ 23,007
GLK REAL ESTATE LLC	272619705000040280	5.11	\$ 101,132	\$ 516,578	\$ 36,700	\$ 39,463
GLK REAL ESTATE LLC	272630708000030030	11.84	\$ 101,132	\$ 1,197,196	\$ 85,055	\$ 91,457
GLK REAL ESTATE LLC	272630708000030010	11.64	\$ 101,132	\$ 1,176,970	\$ 83,618	\$ 89,912
GLK REAL ESTATE LLC	272619705000040290	11.77	\$ 101,132	\$ 1,190,117	\$ 84,552	\$ 90,916
GLK REAL ESTATE LLC	272619705000040170	23.20	\$ 101,132	\$ 2,346,055	\$ 166,676	\$ 179,221
GLK REAL ESTATE LLC	272619705000040190	11.76	\$ 101,132	\$ 1,189,106	\$ 84,480	\$ 90,839

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
GLK REAL ESTATE LLC	272619704500040141	16.82	\$ 101,132	\$ 1,700,833	\$ 120,836	\$ 129,931
GLK REAL ESTATE LLC	272619704500040041	10.49	\$ 101,132	\$ 1,060,668	\$ 75,355	\$ 81,027
GLK REAL ESTATE LLC	272619705000040050	9.80	\$ 101,132	\$ 990,887	\$ 70,398	\$ 75,696
GLK REAL ESTATE LLC	272619705000040060	5.32	\$ 101,132	\$ 537,816	\$ 38,209	\$ 41,085
GLK REAL ESTATE LLC	272619704500040011	1.98	\$ 101,132	\$ 200,035	\$ 14,212	\$ 15,281
GLK REAL ESTATE LLC	272619705000030171	81.36	\$ 101,132	\$ 8,227,889	\$ 584,551	\$ 628,549
GLK REAL ESTATE LLC	272619705000030201	12.81	\$ 101,132	\$ 1,295,294	\$ 92,024	\$ 98,951
GLK REAL ESTATE LLC	272619705000030210	10.10	\$ 101,132	\$ 1,021,227	\$ 72,553	\$ 78,014
GLK REAL ESTATE LLC	272619705000030012	7.43	\$ 101,132	\$ 751,205	\$ 53,369	\$ 57,386
Totals		351.03		\$ 35,500,000	\$ 2,522,100	\$ 2,711,935

Annual Assessment Periods	30 Years
Average Coupon Rate (%)	5.91%
Maximum Annual Debt Service	\$2,522,100

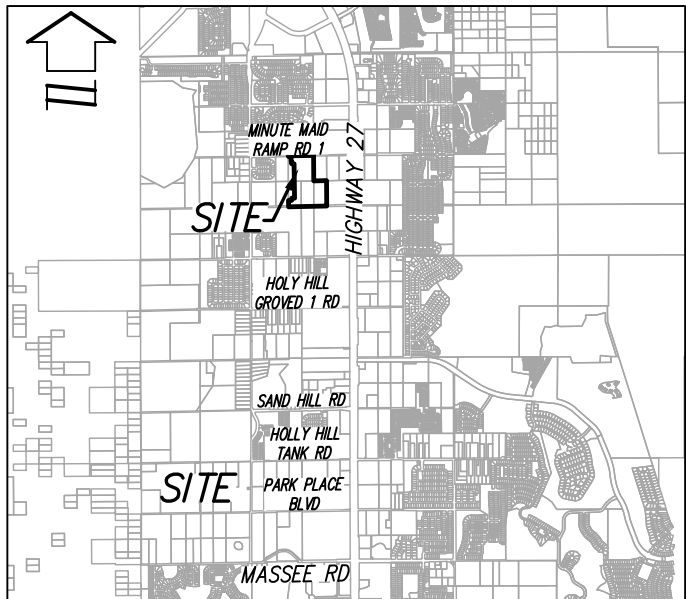
(1) This amount includes estimated collection fees and early payment discounts when collected on the Polk County Tax Bill

*See attached legal decsrrcription for Assessment Area Two

**Only a portion of this parcel representing 0.741 acres will be assessed

Prepared by: Governmental Management Services - Central Florida, LLC

Brentwood Phases 2 & 3



VICINITY MAP:
NOT TO SCALE

LEGEND:

PC	POINT OF CURVATURE	L	LENGTH
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	Δ	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION
PG(S)	PAGE(S)		

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS BEING N89°59'19"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. INFORMATION SHOWN HEREON ARE CALCULATED BASED ON RECORDED DEEDS RETRIEVED FROM THE POLK COUNTY PROPERTY APPRAISER WEBSITE, CERTIFIED CORNER RECORDS RETRIEVED FROM THE LABINS WEBSITE AND POLK COUNTY GIS. NO FIELD WORK WAS INVOLVED IN THE PREPARATION OF THIS SKETCH AND LEGAL.
6. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
7. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY HENRY A. KILBURN, PSM 6661, ON 11/28/2023 PER FAC 5J-17.062(2).

HENRY A. KILBURN _____ DATE

FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 6661

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 4

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)

SECTION 19,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/08/2023

REV DATE:

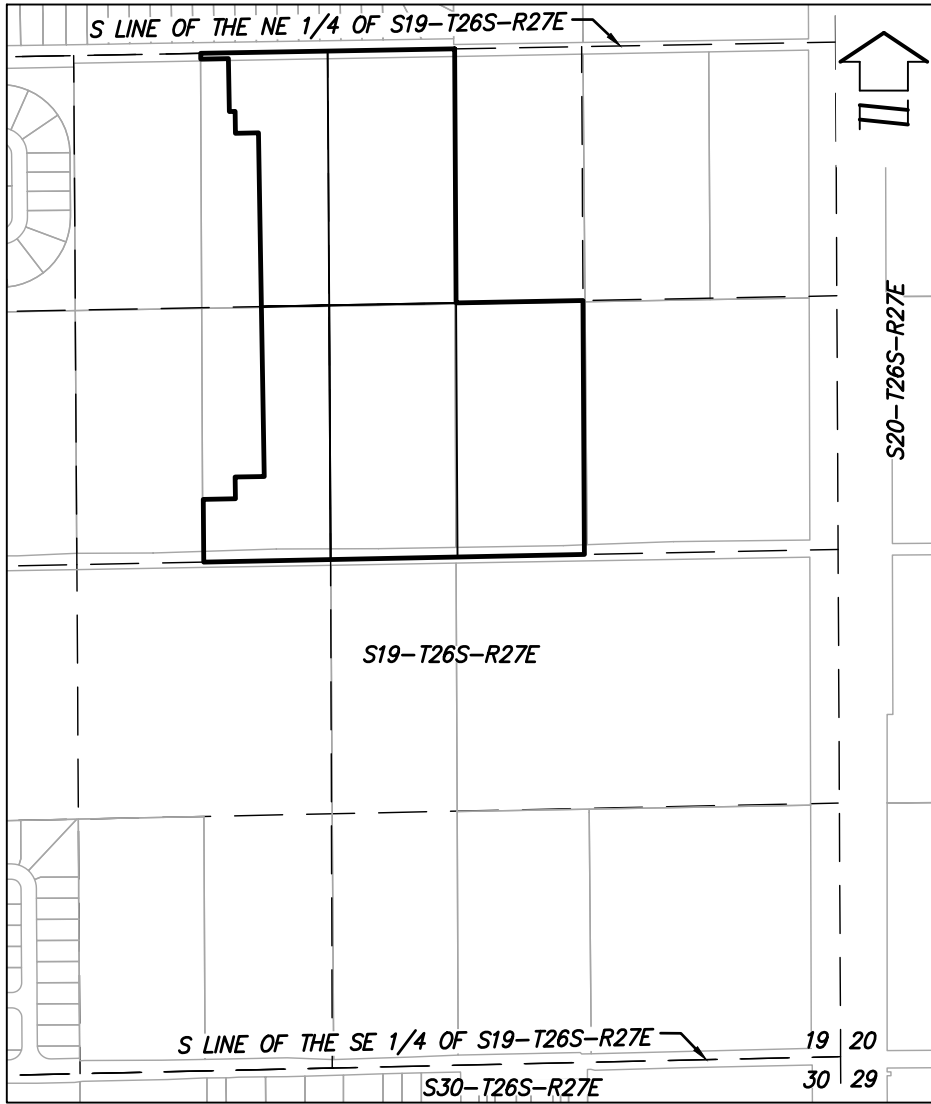
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PROJ: 50142055

DRAWN BY: WS

CHECKED BY: HAK

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KEY MAP:
NOT TO SCALE

SHEET 2 OF 4

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)

SECTION 19,
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PREPARED FOR:

CH DEV LLC

DATE: 11/15/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50142055
DRAWN BY: WS
CHECKED BY: HAK

LEGAL DESCRIPTION:

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.

SHEET 3 OF 4

(SEE SHEET 4 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

**WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)**

SECTION 19,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

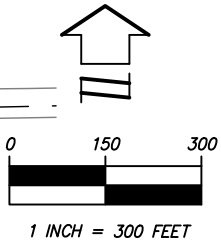
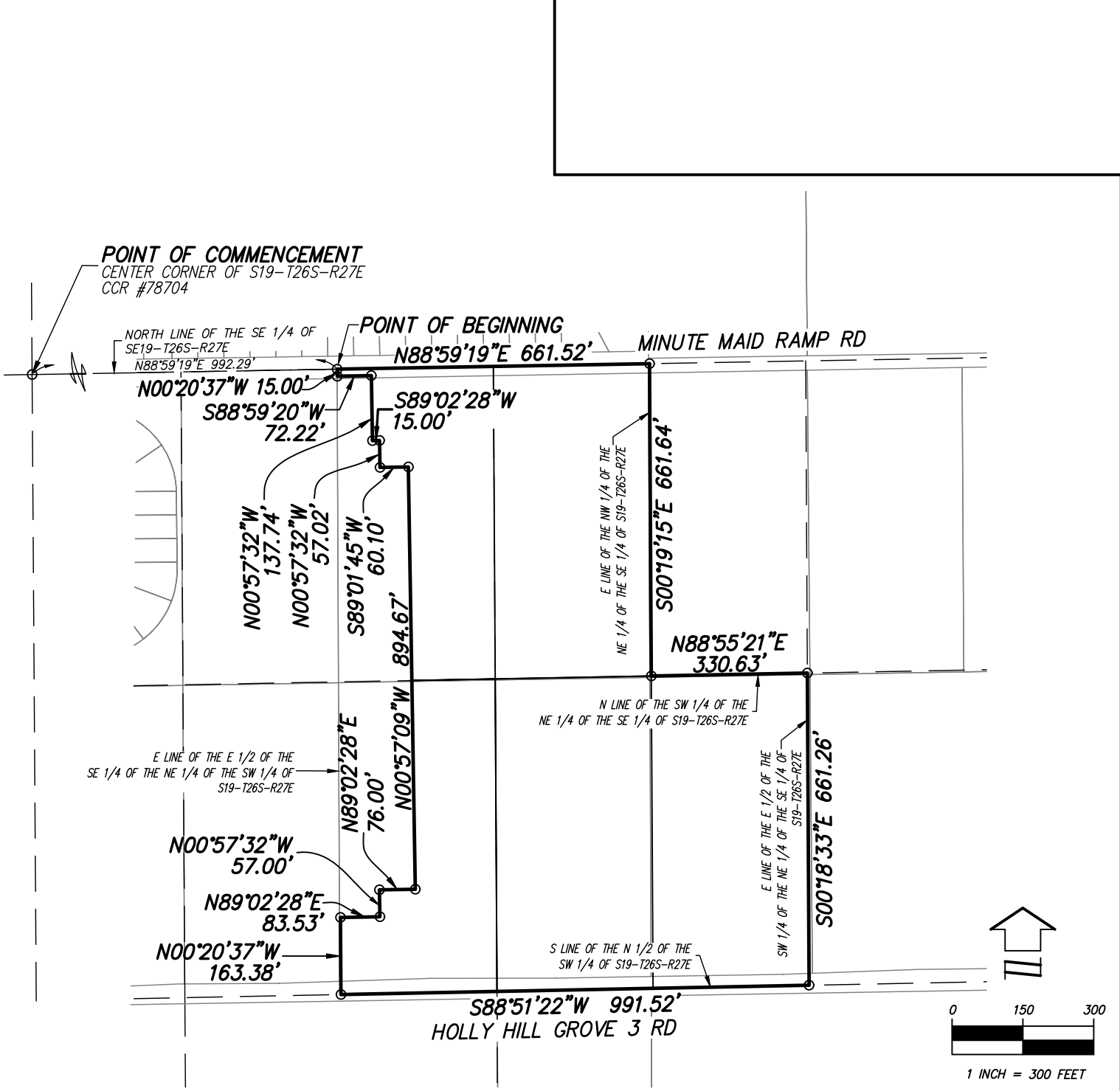
CH DEV LLC

DATE: 11/15/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50142055
DRAWN BY: WS
CHECKED BY: HAK

Drawing name: C:\Users\wsamalot\AppData\Local\temp\AcPublish_17596\50151874_sursketch_Brentwood Ph 2-3.dwg DEW desc. & sketch Sheet 3 Nov 28, 2023 1:07pm by wsamalot

Drawing name: C:\Users\wsamalot\AppData\Local\Temp\AcPublish_17596\50151874_sursketch_Brentwood Ph 2-3.dwg DEW desc. & sketch Sheet 4 Nov 28, 2023 1:07pm by wsamalot




SHEET 4 OF 4

(SEE SHEET 3 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 -OF-
WESTSIDE HANES CITY, CDD
(BRENTWOOD
PHASES 2 & 3)
 SECTION 19,
 TOWNSHIP 28 SOUTH, RANGE 27 EAST
 POLK COUNTY FLORIDA

 **Dewberry**

131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
CH DEV LLC

DATE: 11/15/2023
 REV DATE:
 SCALE 1" = 300'

PROJ: 50142055
 DRAWN BY: WS
 CHECKED BY: HAK

Brentwood Phases 4 & 5

DESCRIPTION:

A portion of TRACTS D-4 and D-5 of BRENTWOOD TOWNHOMES PHASE I, according to the plat thereof as recorded in Plat Book 194, Pages 16 through 19 of the public records of Polk County, Florida and a portion of Tracts 17, 18, 19 and 22 and all of Tracts 20 and 21 of the FLORIDA DEVELOPMENT COMPANY TRACT, according to the map or plat thereof, as recorded in Plat Book 3, Pages 60 through 63 of said public records, said parcel of land lying in Section 19, Township 26 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 19, run thence along the East boundary thereof, N.00°17'10"W., a distance of 660.13 feet to a point on the Easterly extension of the South boundary of said Tracts 17 through 24; thence along said South boundary and the Easterly extension thereof, S.88°48'08"W., a distance of 925.72 feet, to the **POINT OF BEGINNING**; thence continue along said South boundary, a portion of which also being the North boundary of COUNTRY WALK ESTATES, as recorded in Plat Book 155, Page 36 and 37, of the Public Records of said county, S.88°48'08"W., a distance of 1701.40 feet to a point on the Easterly maintained right-of-way line of FDC GROVE ROAD; thence along said Easterly maintained right-of-way line, N.00°04'22"E., a distance of 254.84 feet to the Southwest corner of said BRENTWOOD TOWNHOMES PHASE I; thence along the South boundary and the Northerly extension thereof of said BRENTWOOD TOWNHOMES PHASE I the following two (2) courses: (1) N.89°01'45"E., a distance of 219.05 feet; (2) N.00°58'15"W., a distance of 414.97 feet; thence N.89°02'28"E., a distance of 135.00 feet; thence S.00°57'32"E., a distance of 17.44 feet; thence N.89°02'28"E., a distance of 916.33 feet to a point on said South Boundary of BRENTWOOD TOWNHOMES PHASE I, thence along said South boundary N.88°51'21"E., a distance of 433.78 feet to a point on the East boundary of the West 65.00 feet of said Tract 22; thence along said East boundary, S.00°18'53"E., a distance of 646.73 feet to the **POINT OF BEGINNING**.

Containing 23.403 acres, more or less.

Cascades Phase 3

LEGAL DESCRIPTIONS

Parcel Number: 272630-708000-040131 (Per Book 10032, Pages 1308 - 1311):
 THAT PART OF TRACT 13 IN THE SW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT LOCATED IN POLK COUNTY, FLORIDA" RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA DESCRIBED AS: BEGIN AT A POINT ON THE EAST BOUNDARY OF SAID TRACT 13, 495.13 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT 13, AND RUN SOUTH 00°03'28" WEST ALONG SAID EAST BOUNDARY, 151.28 FEET; THENCE SOUTH 89°01'41" WEST 101.28 FEET; THENCE NORTH 33°32'22" EAST 183.56 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-708000-040097 (Per Book 10032, Pages 1308 - 1311):
 A PORTION OF TRACTS 9, 10, 11, AND 12 IN THE SW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT LOCATED IN POLK COUNTY, FLORIDA," RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS: BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 12 AND RUN NORTH 89°02'03" EAST ALONG THE NORTH BOUNDARIES OF SAID TRACTS 10 AND 11, 589.37 FEET; THENCE SOUTH 00°05'35" WEST, PARALLEL WITH THE EAST BOUNDARY OF TRACT 9, 616.31 FEET; THENCE NORTH 89°01'41" EAST TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF F.D.C. GROVE ROAD; THENCE SOUTH 00°05'35" WEST ALONG SAID RIGHT OF WAY LINE, 30.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 9, THENCE SOUTH 89°01'41" WEST ALONG THE SOUTH BOUNDARIES OF SAID TRACTS 9, 10, 11, AND 12, 1310.43 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 12; THENCE NORTH 00°03'28" EAST ALONG THE WEST BOUNDARY OF SAID TRACT 12; 151.28 FEET; THENCE NORTH 33°32'22" EAST, 600.73 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-707500-040051 (Per Book 10032, Pages 1308 - 1311):
 THAT PART OF TRACTS 5, 6, 7, AND 8 IN THE SW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY FLORIDA, AS SHOWN ON THE PLAT OF "SUBDIVISION BY HOLLY HILL GROVE & FRUIT COMPANY POLK COUNTY, FLA," RECORDED IN PLAT BOOK 17, PAGE 35 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS: BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 5 AND RUN NORTH 05°47'32" EAST, 501.06 FEET; THENCE NORTH 41°18'00" WEST, 195.07 FEET OF THE SOUTH LINE OF A PLATTED RIGHT OF WAY; THENCE NORTH 89°02'26" EAST ALONG SAID SOUTH RIGHT OF WAY LINE; 10581.51 FEET TO THE WESTERLY RIGHT OF WAY LINE OF F.D.C. GROVE ROAD; THENCE SOUTH 00°05'36" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 30.00 FEET; THENCE SOUTH 89°02'26" WEST, 390.00 FEET; THENCE SOUTH 00°05'36" WEST, PARALLEL WITH THE EASTERLY BOUNDARY OF SAID TRACT 8, 616.31 FEET TO THE SOUTH BOUNDARY OF SAID TRACT 7; THENCE SOUTH 89°02'03" WEST, 589.37 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-708000-030191 (Per Book 10032, Pages 1308 - 1311):
 The SOUTH 1/2 OF TRACTS 19 AND 20, ALL OF TRACTS 21 THROUGH 24, INCLUSIVE AND ALL OF TRACTS 28, 29, AND 30 IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT LOCATED IN POLK COUNTY, FLORIDA" AS RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT: BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 24 (ON THE LAND LINE); AND RUN SOUTH 89°07'-1" WEST, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 24 AND 23, 407.00 FEET; THENCE NORTH 00°05'34" EAST 613.83 FEET; THENCE NORTH 89°11'37" EAST, 407.00 FEET TO THE EAST BOUNDARY OF SAID TRACT 24; THENCE SOUTH 00°05'34" WEST, 613.30 FEET TO THE POINT OF BEGINNING.

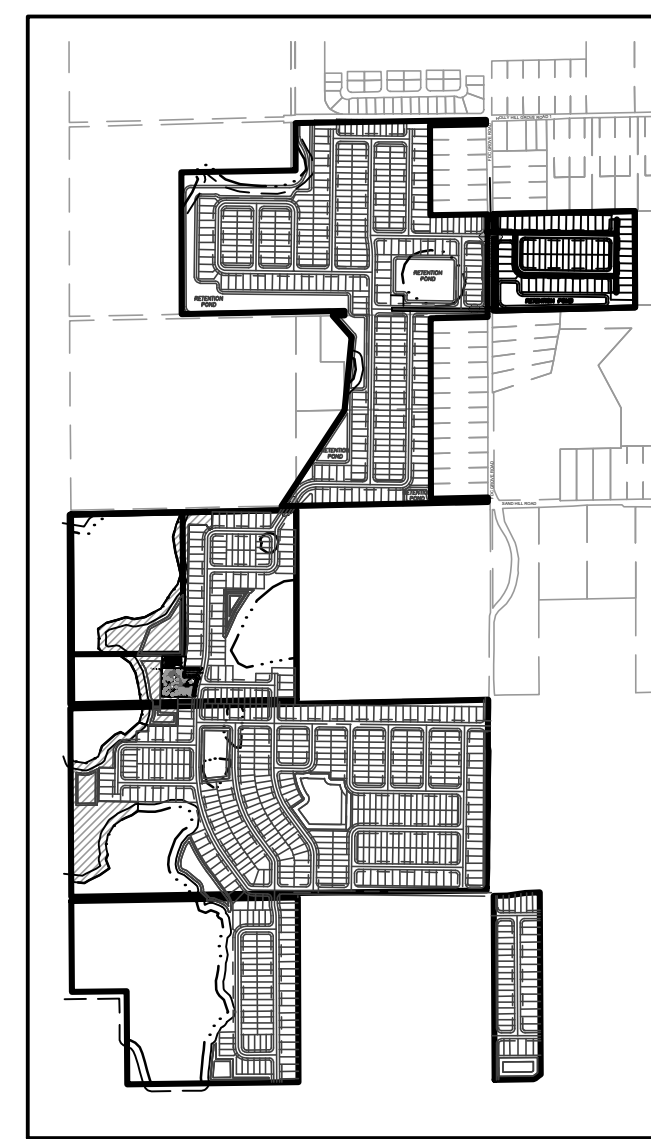
Parcel Number: 272630-708000-030261 (Per Book 10543, Pages 1285 - 1288):
 Tract 26 in the NW 1/4 of Section 30, Township 26 South, Range 27 East, FLORIDA DEVELOPMENT CO. TRACT, according to the map or plat thereof as recorded in Plat Book 3, Page 60, Public Records of Polk County, Florida. LESS AND EXCEPT from the above described Tract 26 the real property described as follows:

A PORTION OF TRACT 26 IN THE NW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ACCORDING TO THE PLAT OF "FLORIDA DEVELOPMENT COMPANY SUBDIVISION," RECORDED IN PLAT BOOK 3, PAGES 60-63, POLK COUNTY, FLORIDA, ALL BEING FURTHER DESCRIBED AS:

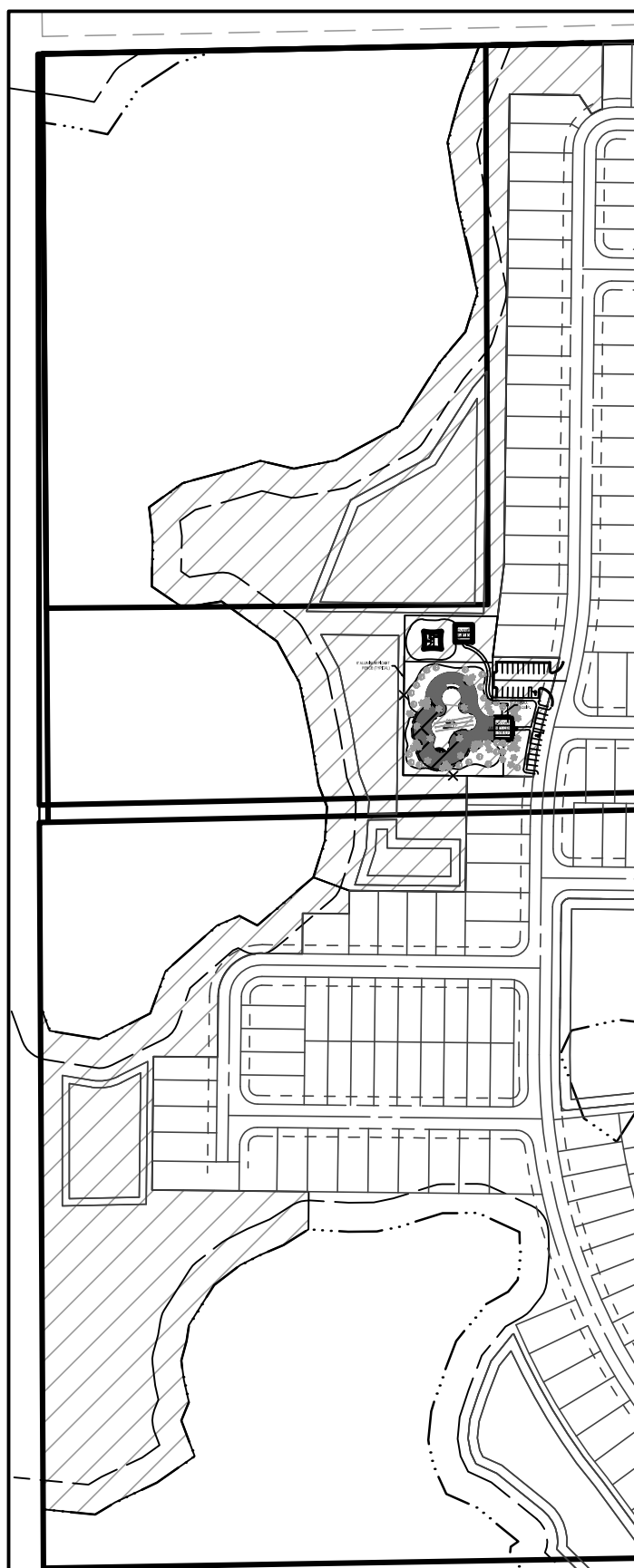
BEGIN AT A 5/8" IRON ROD AND CAP "RLS 3781" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE WEST RIGHT-OF-WAY LINE (30' PLATTED RIGHT-OF-WAY WIDTH) OF FDC GROVE ROAD, AND RUN THENCE ALONG THE EAST LINE OF SAID TRACT 25, ALSO BEING SAID WEST RIGHT-OF-WAY LINE, S-00°07'00"-E, 643.72 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE NORTH PLATTED RIGHT-OF-WAY LINE (30' PLATTED RIGHT OF WAY WIDTH) OF A PLATTED STREET (NOT PHYSICALLY OPEN); THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, AND ALONG THE SOUTH LINE OF SAID TRACT 25 AND SAID TRACT 26, ALSO ALONG SAID NORTH PLATTED RIGHT-OF-WAY LINE, S-88°55'22"-W, 417.44 FEET; THENCE DEPARTING SAID NORTH PLATTED RIGHT-OF-WAY LINE, N-00°07'00"-W, 644.16 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 26; THENCE ALONG THE NORTH LINE OF SAID TRACT 26 AND SAID TRACT 25 N-88°59'00"-E, 417.43 FEET TO THE POINT OF BEGINNING.

Parcel Number: 272630-708500-030250 (Per Book 10543, Pages 1065 - 1067):
 ALL OF TRACT 25, AND A PORTION OF TRACT 26, ALL LYING IN THE NW 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ACCORDING TO THE PLAT OF "FLORIDA DEVELOPMENT COMPANY SUBDIVISION," RECORDED IN PLAT BOOK 3, PAGES 60-63, POLK COUNTY, FLORIDA, ALL BEING FURTHER DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD AND CAP "RLS 3781" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE WEST RIGHT-OF-WAY LINE (30' PLATTED RIGHT-OF-WAY WIDTH) OF FDC GROVE ROAD, AND RUN THENCE ALONG THE EAST LINE OF SAID TRACT 25, ALSO BEING SAID WEST RIGHT-OF-WAY LINE, S-00°07'00"-E, 643.72 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 25, SAID POINT ALSO LIES ON THE NORTH PLATTED RIGHT-OF-WAY LINE (30' PLATTED RIGHT OF WAY WIDTH) OF A PLATTED STREET (NOT PHYSICALLY OPEN); THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, AND ALONG THE SOUTH LINE OF SAID TRACT 25 AND SAID TRACT 26, ALSO ALONG SAID NORTH PLATTED RIGHT-OF-WAY LINE, S-88°55'22"-W, 417.44 FEET; THENCE DEPARTING SAID NORTH PLATTED RIGHT-OF-WAY LINE, N-00°07'00"-W, 644.16 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 26; THENCE ALONG THE NORTH LINE OF SAID TRACT 26 AND SAID TRACT 25 N-88°59'00"-E, 417.43 FEET TO THE POINT OF BEGINNING.

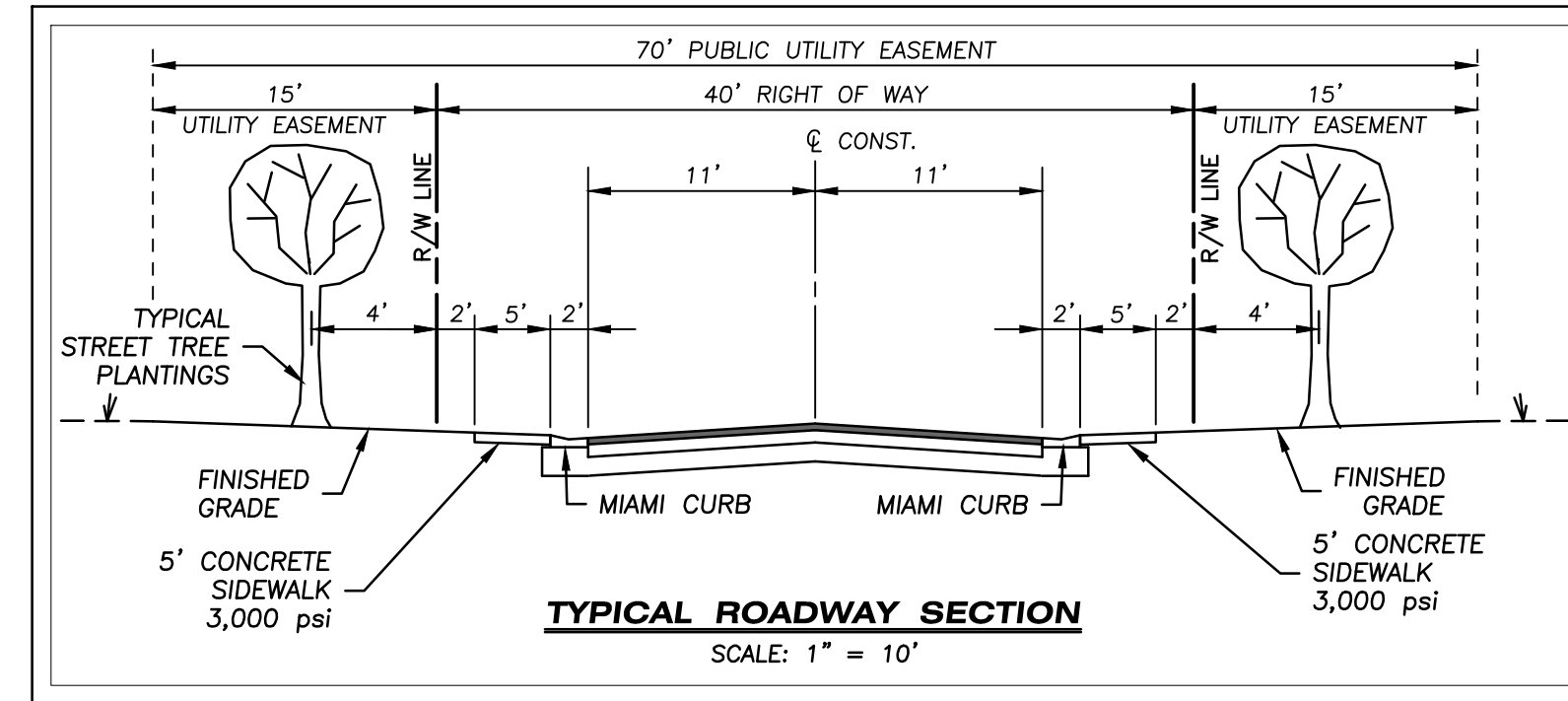
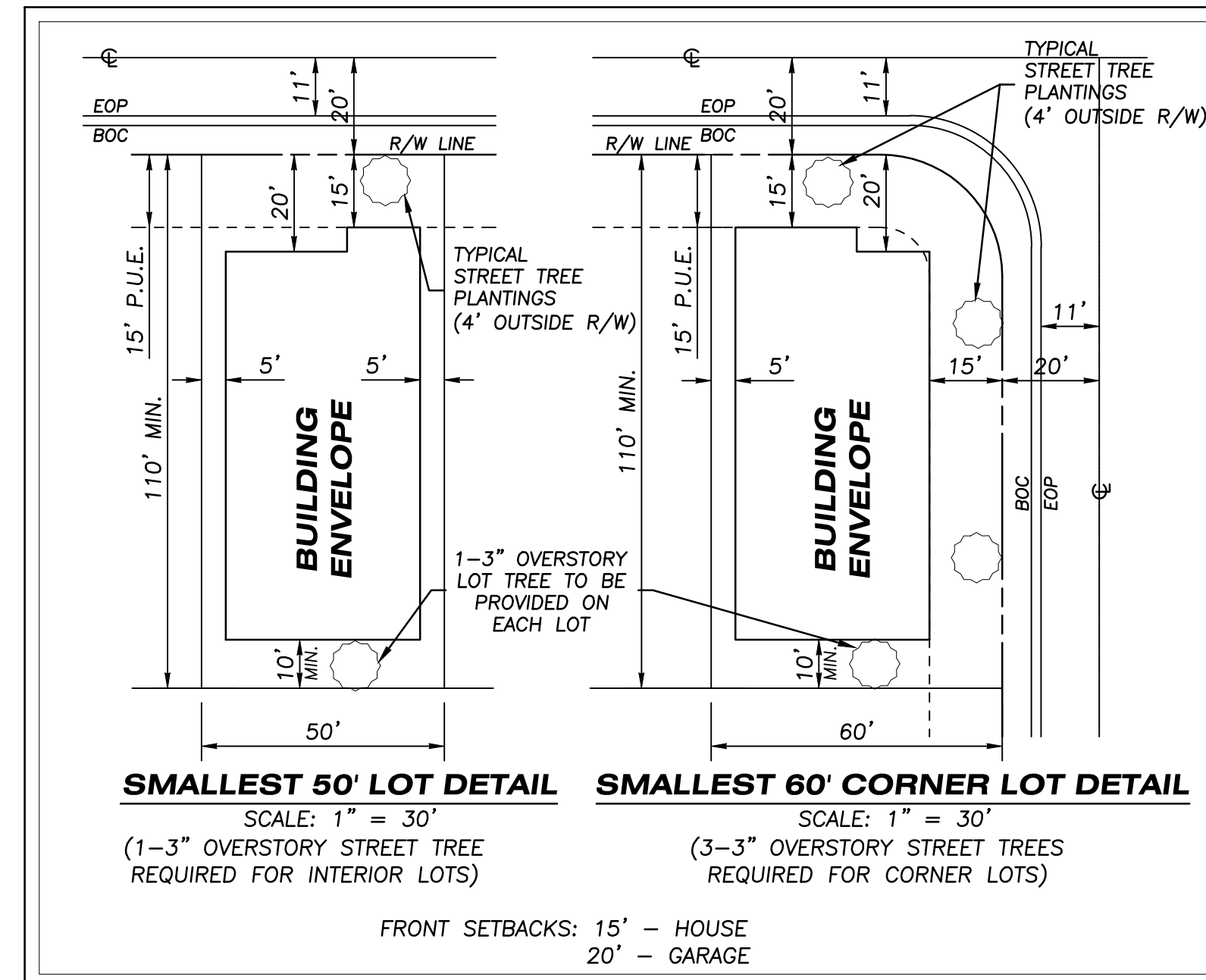
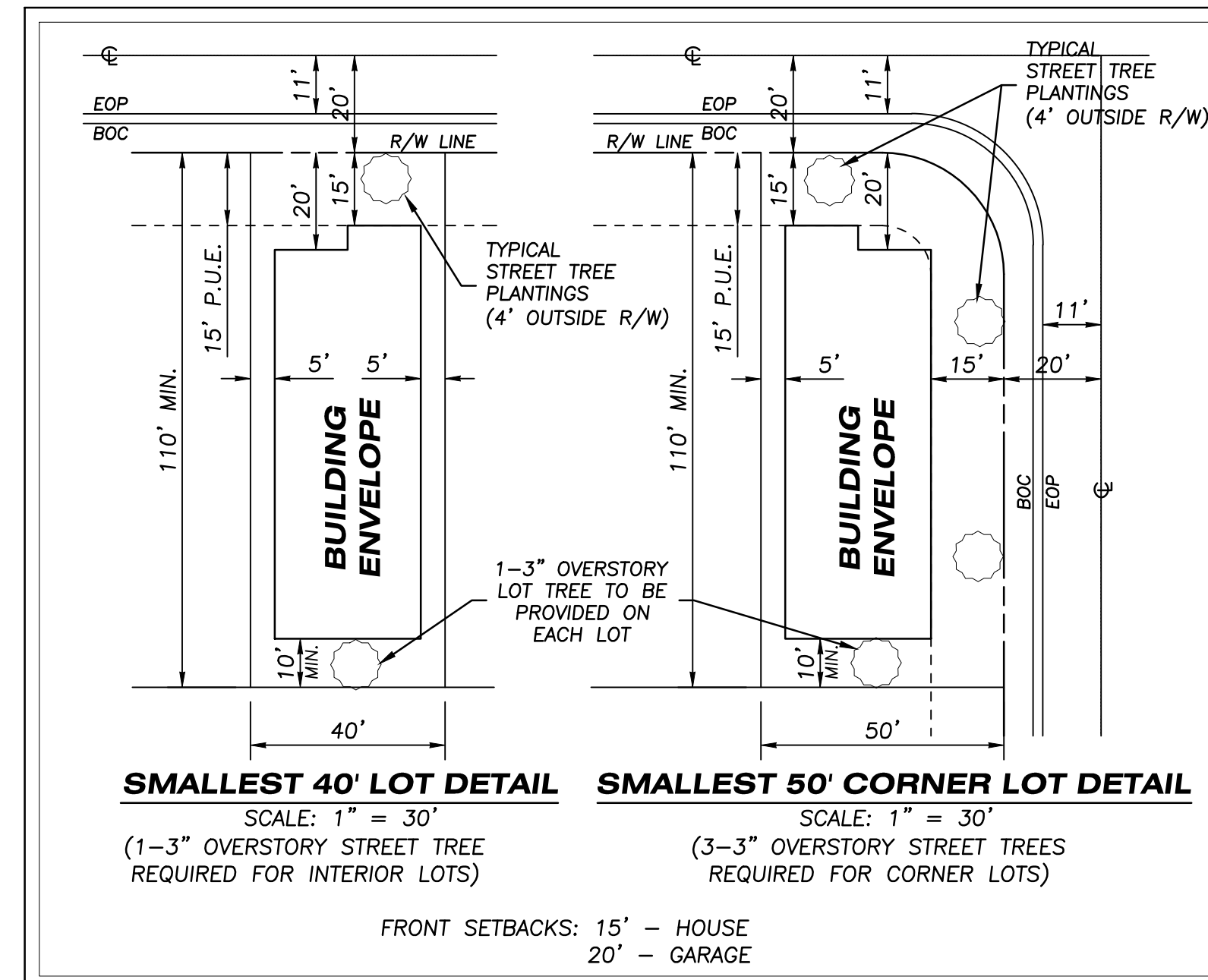


RECREATION KEY



RECREATION AREA

RECREATION/ OPEN SPACE



SITE PLAN STANDARDS NOTES:

- PROJECT IS PROPOSED TO BE CONSTRUCTED IN A SINGLE PHASE.
- ESTIMATED TIME OF COMPLETION OF PROJECT: SEPTEMBER, 2022.
- GROSS AREA PROJECT: 72.27 ACRES.
- PROPOSED DENSITY: 344-LOTS ON 72.27 ACRES - 4.76 LOTS/ACRE.
- NUMBER OF DWELLING UNITS: 344-SINGLE FAMILY RESIDENTIAL UNITS PROPOSED.
- FLOOR AREA RATIO (FAR) NOT APPLICABLE - PROPOSED RESIDENTIAL DEVELOPMENT.
- MINIMUM GARAGE SIZE OF 400 SF TO BE PROVIDED FOR 2 CAR GARAGE.
- IMPERVIOUS AREA: SHALL NOT EXCEED 70%.
- WETLAND ACREAGE: 4.77.
- CURRENT ZONING IS PD.
- PROJECT IS DEVELOPMENT OF SINGLE FAMILY RESIDENTIAL HOMES WITH A MAXIMUM HEIGHT OF 2-STORIES.
- CURRENT/FUTURE LAND USE OF SITE IS RL-1 WITH DEVELOPMENT AREA SDA DESIGNATION. CURRENT/FUTURE LAND USE DESIGNATIONS FOR PROPERTIES IMMEDIATELY ADJACENT WITHIN 150' OF SITE ARE DEPICTED ON PLAN.
- FLOOD ZONES ON SITE AND WITHIN 150' OF THE SITE BOUNDARIES IS ZONE X WITH A SMALL AREA OF FLOOD ZONE A ON THE PROPERTY.
- PROPOSED LOT LINES AND DIMENSIONS ARE DEPICTED ON PLAN. GENERAL LAND USE WILL BE A 344-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION DEVELOPMENT. THE USE OF THE TRACTS ARE NOTED ON THE PLAN, INCLUDING OPEN SPACE AND BUFFER AREAS. EASEMENTS FOR PUBLIC UTILITIES ARE DELINEATED ON PLAN.
- TYPICAL LOT LAYOUTS ARE DEPICTED IN DETAILS ON PLAN.
- PROPOSED ENTRANCE SIGNAGE AREAS ARE DEPICTED ON PLAN.

MINIMUM SETBACK CRITERIA

- FRONT (HOUSE): 15'
- FRONT (GARAGE): 20'
- SIDE: 5'
- REAR: 10'
- CORNER LOT SIDE: 15'
- ACCESSORY UNIT: 5'
- POOL SCREEN ENCLOSURE: 3'

DEVELOPMENT PLAN NOTES FOR ACCESS

- 22' WIDE PAVEMENT WITH 2" MIAMI CURBS AND GUTTERS ARE DEPICTED ON PLAN, THAT MAY BE USED FOR ACCESS BY EMERGENCY APPARATUS.
- "NO PARKING ON STREETS" SIGNS WILL BE POSTED AT PROJECT ENTRANCES.
- ACCESS TO SITE WILL BE FROM FDC GROVE ROAD, FULLY IMPROVED POLK COUNTY PUBLIC ROADWAY.

DEVELOPMENT PLAN NOTES FOR UTILITIES

- EXISTING POTABLE WATER AND SANITARY SEWER SYSTEMS ARE PROVIDED BY POLK COUNTY. THIS PROJECT WILL CONNECT WITH THESE EXISTING SYSTEMS, AND WILL BE EXTENDED TO SITE THROUGH EXISTING AND PROPOSED EASEMENTS. ELECTRIC POWER, TELEPHONE AND CABLE TV SERVICE WILL BE PROVIDED FROM EXISTING SYSTEMS IN FDC GROVE ROAD AND SURROUNDING ROADWAY NETWORK.
- EXISTING AND PROPOSED EASEMENTS FOR FACILITIES MAINTAINED BY POLK COUNTY ARE DEPICTED ON PLAN.

DEVELOPMENT PLAN NOTES FOR FIRE PROTECTION

- PROPOSED FIRE HYDRANTS FOR DEVELOPMENT WILL BE SERVED BY 6" MINIMUM WATER MAIN. LOCATIONS WILL BE REVIEWED DURING LEVEL 2 REVIEW OF PRE-CONSTRUCTION PLANS FOR DEVELOPMENT. FIRE FLOW RESULTS WILL BE PROVIDED AT TIME OF LEVEL 2 REVIEW OF DEVELOPMENT. HYDRANTS SHALL COMPLY WITH HAINES CITY FIRE DEPARTMENT CRITERIA AND SHALL BE SPACED NO MORE THAN 800' APART.

LAND USE DATA:

TOTAL LAND AREA	= 72.27 ACRES+/-
TOTAL LOTS	= 344 LOTS
DENSITY	= 4.76 UNITS/ACRE
REQUIRED OPEN SPACE (0.1 X 72.27)	= 7.28 ACRES
OPEN SPACE PROVIDED OVERALL	= 44.00 ACRES
RECREATION REQUIRED (520 SF/UNIT) & 344 UNITS = 4.11 AC.	
RECREATION PROVIDED OVERALL	= 14.9 AC.

PARCELS

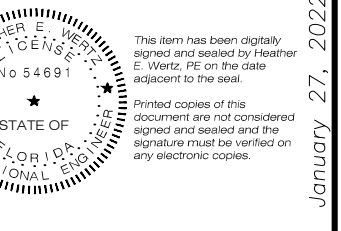
- 272630-708000-030191
- 272630-708000-030261
- 272630-708000-030250
- 272630-707500-040051
- 272630-708000-040097
- 272630-708000-040131

TOTAL = 72.27 AC.±



GENERAL NOTES
 CASCADES SUBDIVISION PHASE 3
 FDC GROVE ROAD, HAINES CITY
 POLK COUNTY, FLORIDA

BY SHEET TITLE:



DATE: 11-05-2021
 SEC TWP RNC: 30/26S/27E
 JOB #: 1
 DRAWN BY: JIM WERTZ
 CHECKED BY: WERTZ

LEGAL DESCRIPTION
PROPOSED "WYNNSTONE" SUBDIVISION PHASE 1
BOND ISSUANCE BOUNDARY
Revised 2-22-2024

NOTES:

- PERIMETER BOUNDARY INFORMATION BASED ON "ALTA/NSPS LAND TITLE SURVEY", PREPARED BY GEO POINT SURVEYING, INC., JOB# 1001945-LEN WS 001, FIELD SURVEY DATE: OCTOBER 26, 2023, AND "BOUNDARY SURVEY", PREPARED BY GEO POINT SURVEYING, INC., JOB #1001945-GLK WS-002, FIELD SURVEY DATE: DECEMBER 19, 2023, BOTH WERE RELIED UPON AS BEING COMPLETED AND CORRECT.
- INTERIOR ROADWAYS AND LOT CONFIGURATION BASED ON "CONCEPTUAL SITE PLAN-SINGLE FAMILY", WYNNSTONE SINGLE FAMILY, POLK COUNTY, FLORIDA", PREPARED BY ABSOLUTE ENGINEERING, INC. JOB # 19-0009-0010, AND WAS RELIED UPON AS BEING COMPLETE AND CORRECT.

ALL OF TRACTS 1, 2, 3, AND 4 IN THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING WITHIN THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AS RECORDED IN PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND

ALL OF TRACTS 1, 2, 3, 4, 13, 14, 15, AND 16 IN THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING WITHIN THE PLAT OF "HOLLY HILL GROVE & FRUIT COMPANY", AS RECORDED IN PLAT BOOK 17, PAGE 34 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND

ALL OF TRACTS 5, 6, 12, 17, 18, 19, 28, 29, 30, 31, AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

PARTS OF TRACTS 9, 10, 11, 20, 21, 22, 23, AND 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

ALL OF THE SOUTH 150.00 FEET OF TRACTS 1 AND 2 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

PART OF THE SOUTH 150.00 FEET OF TRACT 3 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

ALL OF TRACTS 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31 AND 32 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED RIGHT-OF-WAY (30.00 FEET TOTAL WIDTH), LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 1, 2, 3 AND 4 IN THE NORTHWEST ¼ OF SAID SECTION 30, **AND** LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 29, 30, 31, AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, ALL BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED 15.00 FEET WIDE RIGHT-OF-WAY LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 17, 18, 19, 20, 21, 22, 23, AND 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED 15.00 FEET WIDE RIGHT-OF-WAY LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 13, 14, 15, AND 16 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY";



1925 BARTOW ROAD LAKELAND, FL 33801
 OFFICE: (863) 940-2040 FAX: (863) 940-2044
 EMAIL: INFO@WOODCIVIL.COM
 CERTIFICATE OF AUTHORIZATION NO. 32508

PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNNSTONE" SUBDIVISION

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

TOGETHER WITH

ALL OF THAT MAINTAINED RIGHT-OF-WAY (WIDTH VARIES) ACCORDING TO MAP BOOK 17, PAGES 93 TO 99 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING NORTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 9, 10, 11, AND 12 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING EAST OF AND ADJOINING THE EAST BOUNDARY OF TRACTS 9 AND 24, **AND ALL** OF THAT MAINTAINED RIGHT-OF-WAY ACCORDING TO MAP BOOK 18, PAGES 43 TO 61 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING WEST OF AND ADJOINING THE EAST BOUNDARY OF TRACTS 9 AND 24, ALL IN THE SOUTHWEST ¼ OF SAID SECTION 19, AND BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT REMAINING 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACT 4 IN THE SOUTHWEST ¼ OF SAID SECTION 19, AND BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY", LYING EAST OF THE EASTERLY BOUNDARY OF THE VACATED RIGHT-OF-WAY ACCORDING TO THE OFFICIAL RECORDS BOOK 8483, PAGE 400, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND TOGETHER WITH

ALL OF THAT REMAINING 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACT 29 IN THE NORTHWEST ¼ OF SAID SECTION 19, **AND** BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", LYING EAST OF THE EASTERLY BOUNDARY OF THE VACATED RIGHT-OF-WAY ACCORDING TO THE OFFICIAL RECORDS BOOK 8483, PAGE 400, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND TOGETHER WITH

ALL OF THAT PLATTED RIGHT-OF-WAY (30.00 FEET TOTAL WIDTH) LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 5 AND 6 IN THE SOUTHWEST ¼ OF SECTION 19, **AND** LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 27 AND 28 IN THE NORTHWEST ¼ OF SECTION 19, ALL BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT".

DESCRIPTION:

ALL BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT A 4" X 4" CONCRETE MONUMENT AND CAP "RLS3781" STANDING AT THE WEST ¼ (QUARTER) CORNER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE WEST BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30, N-00°04'07"-W, 1985.41 FEET; THENCE DEPARTING SAID WEST BOUNDARY, RUN N-89°55'53"-E, 15.00 FEET TO THE SOUTHWEST CORNER OF TRACT 1 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", SAID POINT IS ALSO THE **POINT OF BEGINNING**; THENCE ALONG THE WEST BOUNDARY OF SAID TRACT 1 AND ITS NORTHERLY PROJECTION, N-00°04'07"-W, 661.71 FEET TO A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30, SAID POINT IS ALSO ON THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF TRACT 17 AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND THE SOUTHERLY AND NORTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 1 AND 16 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY", AND THE SOUTHERLY AND NORTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 17, PAGE 34, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 17 AND 32 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND THE SOUTHERLY AND NORTHERLY PROJECTIONS THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 1 AND 16 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND THE SOUTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, RUN N-00°04'06"-W, 4785.68 FEET TO A 5/8" IRON ROD AND CAP "LB5073" STANDING AT THE NORTHWEST CORNER OF THE SOUTH 150.00 FEET OF SAID TRACT 1, SAID POINT IS ALSO THE SOUTHWEST CORNER OF SUNSET RIDGE PHASE 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 126, PAGES 36 TO 41 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING SAID WEST BOUNDARY AND SAID EASTERLY RIGHT-OF-WAY, RUN ALONG THE NORTH BOUNDARY OF THE SOUTH 150.00

**PHASE 1 - BOND ISSUANCE BOUNDARY
FOR PROPOSED "WYNSTONE" SUBDIVISION**

LEGAL DESCRIPTION

(NOT A SURVEY)

LEGAL DESCRIPTION CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES



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FEET OF TRACTS 1, 2, AND 3 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", ALSO BEING THE SOUTH BOUNDARY OF SAID "SUNSET RIDGE PHASE 2", RUN N-89°08'35"-E, BASIS OF BEARING FOR THIS DESCRIPTION, 1061.45 FEET; THENCE DEPARTING SAID NORTH BOUNDARY OF THE SOUTH 150.00 FEET OF TRACTS 1, 2, AND 3, AND DEPARTING THE SOUTH BOUNDARY OF SAID "SUNSET RIDGE PHASE 2, RUN S-00°11'00"-E, 150.01 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT 14 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE CONTINUE ALONG THE NORTH BOUNDARY OF SAID TRACT 14, AND CONTINUE ALONG THE NORTH BOUNDARY OF TRACT 13 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN N-89°08'35"-E, 460.61 FEET TO A 4" X 4" CONCRETE MONUMENT AND CAP "LB 8112" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 13, SAID POINT ALSO BEING THE NORTHWEST CORNER OF "NATURES RESERVE PHASE 1" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGES 47 TO 49 (INCLUSIVE) PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 13 AND ITS SOUTHERLY PROJECTION, ALSO BEING THE WEST BOUNDARY OF SAID "NATURES RESERVE PHASE 1", RUN S-00°20'10"-E, 676.06 FEET TO THE NORTHWEST CORNER OF TRACT 21 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT 21, AND CONTINUE ALONG THE NORTH BOUNDARY OF TRACT 22 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN N-89°06'00"-E, 662.14 FEET TO A 5/8" IRON ROD WITH NO IDENTIFICATION STANDING AT THE NORTHEAST CORNER OF SAID TRACT 22; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 22 AND THE EAST BOUNDARY OF TRACT 27 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND ITS SOUTHERLY PROJECTION, ALSO BEING THE WEST BOUNDARY OF SAID "NATURES RESERVE PHASE 1" AND ITS SOUTHERLY PROJECTION, AND CONTINUE ALONG THE EAST BOUNDARY OF TRACT 6 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND ITS NORTHERLY AND SOUTHERLY EXTENSIONS, RUN S-00°21'46"-E, 1976.46 FEET; THENCE S-89°00'33"-W, 115.96 FEET; THENCE S-89°55'13"-W, 168.00 FEET; THENCE S-00°04'47"-E, 110.00 FEET; THENCE N-89°55'13"-E, 30.23 FEET; THENCE S-00°04'47"-E, 40.00 FEET; THENCE N-89°55'13"-E, 85.00 FEET; THENCE S-00°04'47"-E, 480.00 FEET; THENCE N-89°55'13"-E, 85.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 170.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 155.00 FEET; THENCE N-00°04'47"-W, 120.00 FEET; THENCE N-89°55'13"-E, 5.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 59°12'40", A CHORD BEARING OF N-60°18'52"-E, A CHORD DISTANCE OF 74.10 FEET, FOR AN ARC LENGTH OF 77.57 FEET; THENCE ALONG A NON-RADIAL LINE, N-89°55'13"-E, 133.06 FEET; THENCE N-00°05'16"-W, 489.86 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT 9 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG SAID NORTH BOUNDARY, N-89°05'03"-E, 19.99 FEET TO A POINT ON THE WESTERLY MAINTAINED RIGHT-OF-WAY OF FDC GROVE ROAD, ACCORDING TO MAP BOOK 18, PAGES 43 TO 61 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH BOUNDARY AND ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING SIX (6) COURSES: 1) S-00°27'36"-E, 607.85 FEET; THENCE 2) S-18°10'05"-W, 18.77 FEET; THENCE 3) S-10°22'17"-E, 53.68 FEET; THENCE 4) S-00°22'39"-E, 197.61 FEET; THENCE 5) S-01°12'23"-W, 332.36 FEET; THENCE 6) S-00°27'05"-W, 118.81 FEET TO A POINT ON THE SOUTH BOUNDARY OF TRACT 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE DEPARTING SAID WESTERLY MAINTAINED RIGHT-OF-WAY, AND ALONG THE SOUTH BOUNDARY OF SAID TRACT 24, RUN S-89°08'17"-W, 20.02 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, RUN N-00°05'16"-W, 490.71 FEET; THENCE S-89°55'13"-W, 126.36 FEET; THENCE ALONG A RADIAL LINE, S-52°13'40"-W, 15.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/DELTA OF 52°18'27", A CHORD BEARING OF N-63°55'34"-W, A CHORD DISTANCE OF 66.12 FEET, FOR AN ARC LENGTH OF 68.47 FEET; THENCE S-89°55'13"-W, 5.00 FEET; THENCE N-00°04'47"-W, 120.00 FEET; THENCE S-89°55'13"-W, 155.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE

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NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 85.00 FEET; THENCE S-00°04'47"-E, 481.18 FEET; THENCE S-22°12'50"-E, 88.48 FEET; THENCE S-46°46'12"-E, 81.16 FEET; THENCE S-70°05'16"-E, 72.63 FEET; THENCE N-89°55'13"-E, 202.89 FEET TO THE NORTHEAST CORNER OF TRACT 28 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 28, RUN S-00°21'05"-E, 647.48 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 28; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 28, RUN S-89°03'32"-W, 331.81 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 28; THENCE DEPARTING SAID SOUTH BOUNDARY, RUN S-00°20'33"-E, 15.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 19, ALSO BEING A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30; THENCE ALONG THE EAST BOUNDARY OF TRACT 4 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND ITS NORTHERLY PROJECTION, RUN S-00°07'14"-E, 660.05 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 4; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 4, AND CONTINUE ALONG THE SOUTH BOUNDARY OF TRACTS 1, 2, AND 3 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN S-89°06'13"-W, 1544.95 FEET TO THE POINT OF BEGINNING.

CONTAINING: 234.358 ACRES, MORE OR LESS.



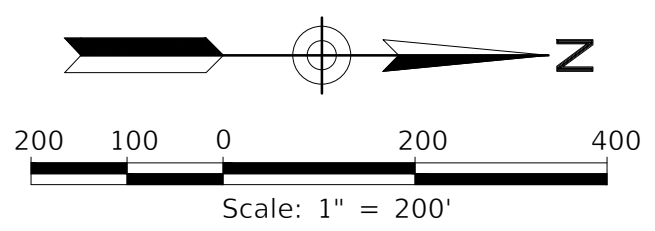
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LEGEND AND NOTES

- TRACT 12 TRACT NUMBER PER "MAP OF FLORIDA DEVELOPMENT CO. TRACT", PER PLAT BOOK 3, PAGES 60-63
- TRACT 2 H.H.G.&F. CO. TRACT NUMBER PER "HOLLY HILL GROVE & FRUIT COMPANY", PER PLAT BOOH 17, PAGE 34
- P.O.B. POINT OF BEGINNING
- (RAD) RADIAL
- (NR) NON RADIAL

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF THE SOUTH 150 FEET OF TRACTS 1, 2 AND 3, IN THE NORTHWEST 1/4 OF SECTION 19, ALSO BEING THE SOUTH BOUNDARY OF "SUNSET RIDGE PHASE 2", AS RECORDED IN PLAT BOOK 126, PAGES 36 - 41. PUBLIC RECORDS OF POLK COUNTY, FLORIDA, HAVING A GRID BEARING OF N89°08'35"E, THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE OF FLORIDA COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA.



Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1					INTENTIONALLY OMITTED
C2					INTENTIONALLY OMITTED
C3	39.27'	25.00'	90° 00' 00"	35.36'	N44° 55' 13"E
C4	39.27'	25.00'	90° 00' 00"	35.36'	S45° 04' 47"E
C5	39.27'	25.00'	90° 00' 00"	35.36'	N44° 55' 13"E
C6	39.27'	25.00'	90° 00' 00"	35.36'	S45° 04' 47"E
C7	77.51'	75.00'	59° 12' 40"	74.10'	N60° 18' 52"E
C8	68.47'	75.00'	52° 18' 27"	66.12'	N63° 55' 34"W

Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C9	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C10	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C11	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C12	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C13	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C14	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W
C15	39.27'	25.00'	90° 00' 00"	35.36'	S44° 55' 13"W
C16	39.27'	25.00'	90° 00' 00"	35.36'	N45° 04' 47"W

PROPOSED WYNSTONE SUBDIVISION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

NOT A SURVEY

POLK COUNTY, FLORIDA

DATE: 02/22/24

NO. 1

REVISIONS

REVISED BOUNDARY AND LEGAL DESCRIPTION

DATE: 02/22/24

NO. 1

WOOD & ASSOCIATES, LLC

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EMAIL INFO@WOODCHL.COM

CERTIFICATE OF AUTHORIZATION NO. 13398

JOHN R. BARNON, P.E. #84128

PROFESSIONAL ENGINEER

STATE OF FLORIDA

PHASE 1 BOND ISSUANCE BOUNDARY

SHEET: 1 OF 1

DATE: 02/22/24

NO. 1

Exhibit C
Legal Description of Series 2024 Assessment Area

LEGAL DESCRIPTION (BRENTWOOD PHASES 2 AND 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.

LEGAL DESCRIPTION (BRENTWOOD PHASES 4 AND 5):

A PORTION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE N00°22'41"W, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 663.54 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 , N00°22'41"W, A DISTANCE OF 255.07 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°01'45"E, A DISTANCE OF 237.02 FEET; THENCE N00°58'15"W, A DISTANCE OF 357.50 FEET; THENCE N89°01'45"E, A DISTANCE OF 744.99 FEET; THENCE N00°57'32"W, A DISTANCE OF 38.88 FEET; THENCE N88°51'21"E, A DISTANCE OF 674.56 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE S00°19'15"E, ALONG SAID EAST LINE, A DISTANCE OF 646.63 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE S88°47'24"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1651.89 FEET TO THE POINT OF BEGINNING.

LESS ALL RECORDED INTERIOR ROAD RIGHT OF WAYS

CONTAINING 949,152 SQUARE FEET OR 21.79 ACRES MORE OR LESS.

LEGAL DESCRIPTION (CASCADES PHASE 3):

A PORTION OF SECTION 30, TOWNSHIP 26 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 EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 45.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN S88°55'09"W, A DISTANCE OF 405.31 FEET; THENCE S00°04'11"E, A DISTANCE OF 1231.82 FEET; THENCE N88°52'20"E, A DISTANCE OF 405.32 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE ALONG SAID EAST LINE, RUN S00°04'12"E, A DISTANCE OF 45.00 FEET; THENCE DEPARTING SAID EAST LINE RUN S88°52'20"W, A DISTANCE OF 1326.04 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 DEPARTING SAID NORTH LINE 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°02'29"E, ALONG SAID NORTH LINE, A DISTANCE OF 1361.64 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE S00°06'56"E, ALONG SAID EAST LINE, A DISTANCE OF 30.39 FEET; THENCE DEPARTING SAID EAST LINE, RUN S89°03'19"W, A DISTANCE OF 422.00 FEET; THENCE S00°06'56"E, A DISTANCE OF 628.81 FEET TO THE NORTH LINE OF THE SOUTH 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 EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30; THENCE S00°06'56"E, ALONG SAID EAST LINE, A DISTANCE OF 658.67 FEET TO THE POINT OF BEGINNING.

LESS ALL RECORDED INTERIOR ROAD RIGHT OF WAYS

CONTAINING 73.939 ACRES MORE OR LESS.

LEGAL DESCRIPTION (WYNNSTONE PHASE 1):

ALL OF TRACTS 1, 2, 3, AND 4 IN THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING WITHIN THE PLAT OF "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AS RECORDED IN PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND

ALL OF TRACTS 1, 2, 3, 4, 13, 14, 15, AND 16 IN THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING WITHIN THE PLAT OF "HOLLY HILL GROVE & FRUIT COMPANY", AS RECORDED IN PLAT BOOK 17, PAGE 34 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND

ALL OF TRACTS 5, 6, 12, 17, 18, 19, 28, 29, 30, 31, AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

PARTS OF TRACTS 9, 10, 11, 20, 21, 22, 23, AND 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

ALL OF THE SOUTH 150.00 FEET OF TRACTS 1 AND 2 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

PART OF THE SOUTH 150.00 FEET OF TRACT 3 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

AND

ALL OF TRACTS 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31 AND 32 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED RIGHT-OF-WAY (30.00 FEET TOTAL WIDTH), LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 1, 2, 3 AND 4 IN THE NORTHWEST ¼ OF SAID SECTION 30, **AND** LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 29, 30, 31, AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, ALL BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT";

TOGETHER WITH

ALL OF THAT PLATTED 15.00 FEET WIDE RIGHT-OF-WAY LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 17, 18, 19, 20, 21, 22, 23, AND 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID “MAP OF FLORIDA DEVELOPMENT CO. TRACT”;

TOGETHER WITH

ALL OF THAT PLATTED 15.00 FEET WIDE RIGHT-OF-WAY LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 13, 14, 15, AND 16 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID “HOLLY HILL GROVE & FRUIT COMPANY”;

TOGETHER WITH

ALL OF THAT MAINTAINED RIGHT-OF-WAY (WIDTH VARIES) ACCORDING TO MAP BOOK 17, PAGES 93 TO 99 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING NORTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 9, 10, 11, AND 12 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID “MAP OF FLORIDA DEVELOPMENT CO. TRACT”;

TOGETHER WITH

ALL OF THAT 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING EAST OF AND ADJOINING THE EAST BOUNDARY OF TRACTS 9 AND 24, **AND ALL** OF THAT MAINTAINED RIGHT-OF-WAY ACCORDING TO MAP BOOK 18, PAGES 43 TO 61 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING WEST OF AND ADJOINING THE EAST BOUNDARY OF TRACTS 9 AND 24, ALL IN THE SOUTHWEST ¼ OF SAID SECTION 19, AND BEING WITHIN THE PLAT OF SAID “MAP OF FLORIDA DEVELOPMENT CO. TRACT”;

TOGETHER WITH

ALL OF THAT REMAINING 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACT 4 IN THE SOUTHWEST ¼ OF SAID SECTION 19, AND BEING WITHIN THE PLAT OF SAID “HOLLY HILL GROVE & FRUIT COMPANY”, LYING EAST OF THE EASTERLY BOUNDARY OF THE VACATED RIGHT-OF-WAY ACCORDING TO THE OFFICIAL RECORDS BOOK 8483, PAGE 400, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND TOGETHER WITH

ALL OF THAT REMAINING 15.00 FEET WIDE PLATTED RIGHT-OF-WAY LYING SOUTH OF AND ADJOINING THE SOUTH BOUNDARY OF TRACT 29 IN THE NORTHWEST ¼ OF SAID SECTION 19, **AND** BEING WITHIN THE PLAT OF SAID “MAP OF FLORIDA DEVELOPMENT CO. TRACT”, LYING EAST OF THE EASTERLY BOUNDARY OF THE VACATED RIGHT-OF-WAY ACCORDING TO THE OFFICIAL RECORDS BOOK 8483, PAGE 400, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

AND TOGETHER WITH

ALL OF THAT PLATTED RIGHT-OF-WAY (30.00 FEET TOTAL WIDTH) LYING NORTH OF AND ADJOINING THE NORTH BOUNDARY OF TRACTS 5 AND 6 IN THE SOUTHWEST ¼ OF SECTION 19, **AND** LYING SOUTH OF

AND ADJOINING THE SOUTH BOUNDARY OF TRACTS 27 AND 28 IN THE NORTHWEST ¼ OF SECTION 19, ALL BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT".

DESCRIPTION:

ALL BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT A 4" X 4" CONCRETE MONUMENT AND CAP "RLS3781" STANDING AT THE WEST ¼ (QUARTER) CORNER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE WEST BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30, N-00°04'07"-W, 1985.41 FEET; THENCE DEPARTING SAID WEST BOUNDARY, RUN N-89°55'53"-E, 15.00 FEET TO THE SOUTHWEST CORNER OF TRACT 1 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", SAID POINT IS ALSO THE **POINT OF BEGINNING**; THENCE ALONG THE WEST BOUNDARY OF SAID TRACT 1 AND ITS NORTHERLY PROJECTION, N-00°04'07"-W, 661.71 FEET TO A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30, SAID POINT IS ALSO ON THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF TRACT 17 AND 32 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND THE SOUTHERLY AND NORTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 1 AND 16 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "HOLLY HILL GROVE & FRUIT COMPANY", AND THE SOUTHERLY AND NORTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 17, PAGE 34, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 17 AND 32 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND THE SOUTHERLY AND NORTHERLY PROJECTIONS THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUE ALONG THE WEST BOUNDARY OF TRACTS 1 AND 16 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND THE SOUTHERLY PROJECTION THEREOF, ALSO BEING THE EASTERLY PLATTED RIGHT-OF-WAY PER PLAT BOOK 3, PAGES 60 TO 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, RUN N-00°04'06"-W, 4785.68 FEET TO A 5/8" IRON ROD AND CAP "LB5073" STANDING AT THE NORTHWEST CORNER OF THE SOUTH 150.00 FEET OF SAID TRACT 1, SAID POINT IS ALSO THE SOUTHWEST CORNER OF SUNSET RIDGE PHASE 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 126, PAGES 36 TO 41 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING SAID WEST BOUNDARY AND SAID EASTERLY RIGHT-OF-WAY, RUN ALONG THE NORTH BOUNDARY OF THE SOUTH 150.00 FEET OF TRACTS 1, 2, AND 3 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", ALSO BEING THE SOUTH BOUNDARY OF SAID "SUNSET RIDGE PHASE 2", RUN N-89°08'35"-E, BASIS OF BEARING FOR THIS DESCRIPTION, 1061.45 FEET; THENCE DEPARTING SAID NORTH BOUNDARY OF THE SOUTH 150.00 FEET OF TRACTS 1, 2, AND 3, AND DEPARTING THE SOUTH BOUNDARY OF SAID "SUNSET RIDGE PHASE 2, RUN S-00°11'00"-E, 150.01 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT 14 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE CONTINUE ALONG THE NORTH BOUNDARY OF SAID TRACT 14, AND CONTINUE ALONG THE NORTH BOUNDARY OF TRACT 13 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN N-89°08'35"-E, 460.61 FEET TO A 4" X 4" CONCRETE MONUMENT AND

CAP "LB 8112" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 13, SAID POINT ALSO BEING THE NORTHWEST CORNER OF "NATURES RESERVE PHASE 1" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGES 47 TO 49 (INCLUSIVE) PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 13 AND ITS SOUTHERLY PROJECTION, ALSO BEING THE WEST BOUNDARY OF SAID "NATURES RESERVE PHASE 1", RUN S-00°20'10"-E, 676.06 FEET TO THE NORTHWEST CORNER OF TRACT 21 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT 21, AND CONTINUE ALONG THE NORTH BOUNDARY OF TRACT 22 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN N-89°06'00"-E, 662.14 FEET TO A 5/8" IRON ROD WITH NO IDENTIFICATION STANDING AT THE NORTHEAST CORNER OF SAID TRACT 22; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 22 AND THE EAST BOUNDARY OF TRACT 27 IN THE NORTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND ITS SOUTHERLY PROJECTION, ALSO BEING THE WEST BOUNDARY OF SAID "NATURES RESERVE PHASE 1" AND ITS SOUTHERLY PROJECTION, AND CONTINUE ALONG THE EAST BOUNDARY OF TRACT 6 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", AND ITS NORTHERLY AND SOUTHERLY EXTENSIONS, RUN S-00°21'46"-E, 1976.46 FEET; THENCE S-89°00'33"-W, 115.96 FEET; THENCE S-89°55'13"-W, 168.00 FEET; THENCE S-00°04'47"-E, 110.00 FEET; THENCE N-89°55'13"-E, 30.23 FEET; THENCE S-00°04'47"-E, 40.00 FEET; THENCE N-89°55'13"-E, 85.00 FEET; THENCE S-00°04'47"-E, 480.00 FEET; THENCE N-89°55'13"-E, 85.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 170.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-44°55'13"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 40.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-45°04'47"-E, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE N-89°55'13"-E, 155.00 FEET; THENCE N-00°04'47"-W, 120.00 FEET; THENCE N-89°55'13"-E, 5.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 59°12'40", A CHORD BEARING OF N-60°18'52"-E, A CHORD DISTANCE OF 74.10 FEET, FOR AN ARC LENGTH OF 77.57 FEET; THENCE ALONG A NON-RADIAL LINE, N-89°55'13"-E, 133.06 FEET; THENCE N-00°05'16"-W, 489.86 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT 9 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG SAID NORTH BOUNDARY, N-89°05'03"-E, 19.99 FEET TO A POINT ON THE WESTERLY MAINTAINED RIGHT-OF-WAY OF FDC GROVE ROAD, ACCORDING TO MAP BOOK 18, PAGES 43 TO 61 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH BOUNDARY AND ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING SIX (6) COURSES: 1) S-00°27'36"-E, 607.85 FEET; THENCE 2) S-18°10'05"-W, 18.77 FEET; THENCE 3) S-10°22'17"-E, 53.68 FEET; THENCE 4) S-00°22'39"-E, 197.61 FEET; THENCE 5) S-01°12'23"-W, 332.36 FEET; THENCE 6) S-00°27'05"-W, 118.81 FEET TO A POINT ON THE SOUTH BOUNDARY OF TRACT 24 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE DEPARTING SAID WESTERLY MAINTAINED RIGHT-OF-WAY, AND ALONG THE SOUTH BOUNDARY OF SAID TRACT 24, RUN S-89°08'17"-W, 20.02 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, RUN

N-00°05'16"-W, 490.71 FEET; THENCE S-89°55'13"-W, 126.36 FEET; THENCE ALONG A RADIAL LINE, S-52°13'40"-W, 15.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE/Delta OF 52°18'27", A CHORD BEARING OF N-63°55'34"-W, A CHORD DISTANCE OF 66.12 FEET, FOR AN ARC LENGTH OF 68.47 FEET; THENCE S-89°55'13"-W, 5.00 FEET; THENCE N-00°04'47"-W, 120.00 FEET; THENCE S-89°55'13"-W, 155.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 170.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF S-44°55'13"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-45°04'47"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE S-89°55'13"-W, 85.00 FEET; THENCE S-00°04'47"-E, 481.18 FEET; THENCE S-22°12'50"-E, 88.48 FEET; THENCE S-46°46'12"-E, 81.16 FEET; THENCE S-70°05'16"-E, 72.63 FEET; THENCE N-89°55'13"-E, 202.89 FEET TO THE NORTHEAST CORNER OF TRACT 28 IN THE SOUTHWEST ¼ OF SAID SECTION 19, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 28, RUN S-00°21'05"-E, 647.48 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 28; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 28, RUN S-89°03'32"-W, 331.81 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 28; THENCE DEPARTING SAID SOUTH BOUNDARY, RUN S-00°20'33"-E, 15.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 19, ALSO BEING A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF SAID SECTION 30; THENCE ALONG THE EAST BOUNDARY OF TRACT 4 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT," AND ITS NORTHERLY PROJECTION, RUN S-00°07'14"-E, 660.05 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 4; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 4, AND CONTINUE ALONG THE SOUTH BOUNDARY OF TRACTS 1, 2, AND 3 IN THE NORTHWEST ¼ OF SAID SECTION 30, BEING WITHIN THE PLAT OF SAID "MAP OF FLORIDA DEVELOPMENT CO. TRACT", RUN S-89°06'13"-W, 1544.95 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 234.358 ACRES, MORE OR LESS.

Exhibit D
Maturities and Coupons of Series 2024 Bonds

Apr 16, 2024 11:57 am Prepared by DBC Finance

(Westside Haines City CDD 2024:WHC-2024) Page 2

BOND PRICING

Westside Haines City Community Development District
Special Assessment Bonds, Series 2024 (Assessment Area Two Project)

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term 1:	05/01/2031	3,880,000	4.875%	4.875%	100.000
Term 2:	05/01/2044	12,670,000	5.750%	5.750%	100.000
Term 3:	05/01/2054	18,950,000	6.000%	6.000%	100.000
		35,500,000			

Dated Date	04/29/2024	
Delivery Date	04/29/2024	
First Coupon	11/01/2024	
Par Amount	35,500,000.00	
Original Issue Discount		
Production	35,500,000.00	100.000000%
Underwriter's Discount	-710,000.00	-2.000000%
Purchase Price	34,790,000.00	98.000000%
Accrued Interest		
Net Proceeds	34,790,000.00	

Exhibit E

Sources and Uses of Funds for Series 2024 Bonds

SOURCES AND USES OF FUNDS

Westside Haines City Community Development District
Special Assessment Bonds, Series 2024 (Assessment Area Two Project)

Sources:

Bond Proceeds:	
Par Amount	35,500,000.00
	<hr/> 35,500,000.00

Uses:

Project Fund Deposits:	
Brentwood 2/3 Construction Account	4,680,811.22
Brentwood 4/5 Construction Account	4,227,748.20
Cascades 3 Construction Account	10,395,833.25
Wynnstone 1A Construction Account	11,915,024.10
Wynnstone 1B Construction Account	<hr/> 753,008.23
	31,972,425.00
Other Fund Deposits:	
Debt Service Reserve Fund (MADS w Release)	2,522,100.00
Delivery Date Expenses:	
Cost of Issuance	295,475.00
Underwriter's Discount	<hr/> 710,000.00
	1,005,475.00
	<hr/> 35,500,000.00

Exhibit F
Annual Debt Service Payment Due on Series 2024 Bonds

BOND DEBT SERVICE

Westside Haines City Community Development District
Special Assessment Bonds, Series 2024 (Assessment Area Two Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2024			1,038,752.36	1,038,752.36	1,038,752.36
05/01/2025	475,000	4.875%	1,027,337.50	1,502,337.50	
11/01/2025			1,015,759.38	1,015,759.38	2,518,096.88
05/01/2026	500,000	4.875%	1,015,759.38	1,515,759.38	
11/01/2026			1,003,571.88	1,003,571.88	2,519,331.26
05/01/2027	525,000	4.875%	1,003,571.88	1,528,571.88	
11/01/2027			990,775.00	990,775.00	2,519,346.88
05/01/2028	550,000	4.875%	990,775.00	1,540,775.00	
11/01/2028			977,368.75	977,368.75	2,518,143.75
05/01/2029	580,000	4.875%	977,368.75	1,557,368.75	
11/01/2029			963,231.25	963,231.25	2,520,600.00
05/01/2030	610,000	4.875%	963,231.25	1,573,231.25	
11/01/2030			948,362.50	948,362.50	2,521,593.75
05/01/2031	640,000	4.875%	948,362.50	1,588,362.50	
11/01/2031			932,762.50	932,762.50	2,521,125.00
05/01/2032	675,000	5.750%	932,762.50	1,607,762.50	
11/01/2032			913,356.25	913,356.25	2,521,118.75
05/01/2033	715,000	5.750%	913,356.25	1,628,356.25	
11/01/2033			892,800.00	892,800.00	2,521,156.25
05/01/2034	755,000	5.750%	892,800.00	1,647,800.00	
11/01/2034			871,093.75	871,093.75	2,518,893.75
05/01/2035	800,000	5.750%	871,093.75	1,671,093.75	
11/01/2035			848,093.75	848,093.75	2,519,187.50
05/01/2036	850,000	5.750%	848,093.75	1,698,093.75	
11/01/2036			823,656.25	823,656.25	2,521,750.00
05/01/2037	900,000	5.750%	823,656.25	1,723,656.25	
11/01/2037			797,781.25	797,781.25	2,521,437.50
05/01/2038	950,000	5.750%	797,781.25	1,747,781.25	
11/01/2038			770,468.75	770,468.75	2,518,250.00
05/01/2039	1,010,000	5.750%	770,468.75	1,780,468.75	
11/01/2039			741,431.25	741,431.25	2,521,900.00
05/01/2040	1,070,000	5.750%	741,431.25	1,811,431.25	
11/01/2040			710,668.75	710,668.75	2,522,100.00
05/01/2041	1,130,000	5.750%	710,668.75	1,840,668.75	
11/01/2041			678,181.25	678,181.25	2,518,850.00
05/01/2042	1,200,000	5.750%	678,181.25	1,878,181.25	
11/01/2042			643,681.25	643,681.25	2,521,862.50
05/01/2043	1,270,000	5.750%	643,681.25	1,913,681.25	
11/01/2043			607,168.75	607,168.75	2,520,850.00
05/01/2044	1,345,000	5.750%	607,168.75	1,952,168.75	
11/01/2044			568,500.00	568,500.00	2,520,668.75
05/01/2045	1,425,000	6.000%	568,500.00	1,993,500.00	
11/01/2045			525,750.00	525,750.00	2,519,250.00
05/01/2046	1,515,000	6.000%	525,750.00	2,040,750.00	
11/01/2046			480,300.00	480,300.00	2,521,050.00
05/01/2047	1,605,000	6.000%	480,300.00	2,085,300.00	
11/01/2047			432,150.00	432,150.00	2,517,450.00
05/01/2048	1,705,000	6.000%	432,150.00	2,137,150.00	
11/01/2048			381,000.00	381,000.00	2,518,150.00
05/01/2049	1,810,000	6.000%	381,000.00	2,191,000.00	
11/01/2049			326,700.00	326,700.00	2,517,700.00
05/01/2050	1,925,000	6.000%	326,700.00	2,251,700.00	
11/01/2050			268,950.00	268,950.00	2,520,650.00
05/01/2051	2,045,000	6.000%	268,950.00	2,313,950.00	
11/01/2051			207,600.00	207,600.00	2,521,550.00

BOND DEBT SERVICE

Westside Haines City Community Development District
 Special Assessment Bonds, Series 2024 (Assessment Area Two Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2052	2,170,000	6.000%	207,600.00	2,377,600.00	
11/01/2052			142,500.00	142,500.00	2,520,100.00
05/01/2053	2,305,000	6.000%	142,500.00	2,447,500.00	
11/01/2053			73,350.00	73,350.00	2,520,850.00
05/01/2054	2,445,000	6.000%	73,350.00	2,518,350.00	
11/01/2054					2,518,350.00
	35,500,000		41,140,114.88	76,640,114.88	76,640,114.88

SECTION VIII

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

THIS ACKNOWLEDGEMENT AND ACCEPTANCE OF ASSIGNMENT OF DEVELOPER AGREEMENTS (COMPLETION, COLLATERAL ASSIGNMENT, ACQUISITION, AND CONTINUING DISCLOSURE) (ASSESSMENT AREA TWO BONDS) (“Agreement”) is made and entered into as of 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 owner and primary developer of lands within the District, with a mailing address of 346 E. Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (the “**Developer**” or “**Landowner**”); and

Lennar Homes, LLC, a Florida limited liability company, a builder within the Series 2024 Assessment Area Lands (hereinafter defined) and potential assignee of the below referenced Developer Agreements as set forth herein, with a mailing address of 6675 Westwood Blvd, 5th Floor, Orlando, FL 32821 (“**Lennar**”); and

HBWB Development Services, LLC, a Florida limited liability company, a builder within the Series 2024 Assessment Area Lands and potential assignee of the below referenced Developer Agreements as set forth herein, with a mailing address of 4065 Crescent Park Drive, Riverview, FL 33578 (“**HBWB**”); and

Stanley Martin Homes, LLC, a Delaware limited liability company, a builder within the Series 2024 Assessment Area Lands and potential assignee of the below referenced Developer Agreements as set forth herein, with a mailing address of 4700 Millenia Boulevard, Suite 290, Orlando, FL 32839 (“**Stanley Martin**”); and

Meritage Homes of Florida, Inc., a Florida corporation, a builder within the Series 2024 Assessment Area Lands and potential assignee of the below referenced Developer Agreements as set forth herein, with a mailing address of 5337 Millenia Lakes Blvd. #125, Orlando, FL 32839 (“**Meritage**” and collectively with Lennar, HBWB, and Stanley Martin, the “**Builders**”).

RECITALS¹

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 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 authorized pursuant to Chapter 190, *Florida Statutes*, within or without the boundaries of the District; and

WHEREAS, the District 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 _____ (the “**Engineer’s Report**”), attached to this Agreement as **Exhibit A** (the improvements specified in the Engineer’s Report related to the Assessment Area Two Bonds, the “**Assessment Area Two Project**” and the lands specified therein, the “**Assessment Area Two Lands**” or “**Assessment Area Two**”), are identified therein; and

WHEREAS, the Assessment Area Two Project includes improvements related to that portion of the development known as “Wynnstone Single Family – Phase 1” (such improvements being hereinafter referred to as the “**Wynnstone Project**”), with an estimated cost of the Wynnstone Project as \$ _____; and

WHEREAS, the District has issued its Westside Haines City Community Development District Special Assessment Bonds (Assessment Area Two Project), in the principal amount of \$ _____ (the “**Assessment Area Two Bonds**”) to fund the planning, design, permitting, construction and/or acquisition of a portion of the Assessment Area Two Project, and has imposed debt special assessments on the Assessment Area Two lands (the “**Assessment Area Two Special Assessments**”), to secure the Assessment Area Two Bonds, a portion of which Assessment Area Two Bonds includes funding for the Wynnstone Project as more specifically set forth therein; and

WHEREAS, that portion of the proceeds from the Assessment Area Two Bonds which are anticipated to finance the Wynnstone Project in the amount of \$ _____ are separately segregated in a subaccount of the Acquisition and Construction Account in the District’s trust accounts and shall only be used for improvements related to the Wynnstone Project (hereinafter, the “**Wynnstone Project Subaccount of the Assessment Area Two Construction Account**”)

WHEREAS, the *Master Assessment Methodology*, dated March 29, 2021, as supplemented by that *Supplemental Assessment Methodology-Assessment Area Two*, dated _____, 2024

¹ Capitalized terms herein not defined shall have the definition contained in the Developer Agreements.

(collectively, the “**Assessment Report**”), attached hereto as **Composite Exhibit B**, and incorporated herein by this reference, sets forth the specific terms of the Assessment Area Two Special Assessments; and

WHEREAS, to secure the repayment of the Assessment Area Two Bonds, the District’s Board of Supervisors (the “**Board**”) adopted Resolution Nos. 2021-25, 2021-26, 2021-29, and 2024-____ (the “**Assessment Resolutions**”), and thereby levied the Assessment Area Two Special Assessments; and

WHEREAS, in connection with the issuance of the Assessment Area Two Bonds, the District entered into various agreements (together, the “**Developer Agreements**”) with the Developer, including but not limited to:

- *Completion Agreement (Assessment Area Two Bonds)* (the “**Completion Agreement**”), which subject to the terms of the Completion Agreement, requires the Developer to complete the Assessment Area Two Project, including the Wynnstone Project, to the extent that the District does not issue sufficient bond proceeds to fund the Assessment Area Two Project; and
- *Collateral Assignment and Assumption Agreement (Assessment Area Two Bonds)* (the “**Collateral Assignment**”), which subject to the terms of the Collateral Assignment, requires the Developer to provide certain development rights in the event of a default, including for performance and completion of the Wynnstone Project; and
- *Acquisition Agreement (Assessment Area Two Bonds)* (the “**Acquisition Agreement**”), which subject to the terms of the Acquisition Agreement, provides for the acquisition of Assessment Area Two Project, including improvements and work product, as well as the process by which such improvements and work product shall be acquired by the District, a portion of which correspond to the Wynnstone Project; and
- *Continuing Disclosure Agreement (Assessment Area Two Bonds)* (the “**Continuing Disclosure Agreement**”), that requires the Developer to provide certain information to the District’s Disclosure Agent for dissemination to the bond holders; and

WHEREAS, in the event that the Developer defaults under that certain Post-Closing Development Agreement entered into by and between the Developer and the Builders (“**JDA**”) on even date with this Agreement, a memorandum of which will be recorded in Polk County public records, Developer may partially assign its rights and obligations under any of the Developer Agreements to the extent they pertain to the Wynnstone Project to one or more of the Builders, and Builders agree that each has the right, but not the obligation, to accept a partial assignment of any of the Developer Agreements, to the extent they pertain to the Wynnstone Project; and

WHEREAS, in accordance with the JDA, concurrent herewith, the Developer is depositing Three Million Three Hundred Eighty Thousand Dollars and Zero Cents (\$3,380,000) with the District for the primary purpose of ensuring that the amenity center (including parking areas, pavilion with

restroom facilities, pool, all-purpose playfields and walking trails), landscaping, irrigation and entry features, for the Wynnstone Project, as defined in the District Engineer's Report for the Assessment Area Two Project (collectively herein referred to as, "**Wynnstone Amenity**") is completed ("**Amenity Deposit**"), and the District will hold the Amenity Deposit in a segregated account earmarked to be used for construction and/or acquisition of the Wynnstone Amenity and such other purposes as permitted in this Agreement; and

WHEREAS, the Developer retains all rights and responsibilities for all other portions of the Assessment Area Two Project outside of the Wynnstone Project.

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

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

2. **COMPLETION OBLIGATION.** The Completion Agreement continues to apply in full force and effect, such that, and without intending to alter the terms of the Completion Agreement, the Developer remains obligated to complete the Assessment Area Two Project.

3. **COLLATERAL ASSIGNMENT.** The Collateral Assignment continues to apply in full force and effect, such that, and without intending to alter the terms of the Collateral Assignment, the Developer continues to be obligated to collaterally assign to the District, as specifically set forth therein, any and all of Developer's Development Rights (as defined in the Collateral Assignment) to the extent relating to development of the Wynnstone Project. The District acknowledges and agrees that after a default by the Developer occurs under the JDA, one or more of the Builders may accept an assignment of any or all of Developer's Development Rights relating to the development of the Wynnstone Project. In the event of any such assignment of the Development Rights to one or more of the Builders, the District agrees that such Builder(s) shall have the right to utilize the Development Rights assigned in the Collateral Assignment during such time period that the District's rights to exercise the development rights remain inchoate in accordance with the terms of the Collateral Assignment. The District further grants to each Builder the non-exclusive right and license to utilize the Development Rights, following the District's exercise of its rights under Section 2(b) of the Collateral Assignment, in the event of a default by the Developer under the JDA and the District agrees to execute such further consents, licenses or other agreements necessary to evidence any Builder's right to utilize the Development Rights as provided in this Section.

4. **ACQUISITION OF IMPROVEMENTS, REAL PROPERTY AND WORK PRODUCT.** The Acquisition Agreement continues to apply in full force and effect, such that, and without intending to alter the terms of the Acquisition Agreement, the Developer may partially assign its rights and obligations under the Acquisition Agreement to one or more of the Builders to the extent such rights relate to the Wynnstone Project, and, to the extent of any such partial assignment to one or more of the Builders, such Builder(s) shall be entitled to reimbursement for costs associated with the Wynnstone Project, to the extent any proceeds of the Assessment Area Two Bonds remain

available in the Wynnstone Project Subaccount of the Assessment Area Two Construction Account, and the District shall be obligated to take ownership of completed real property interests, infrastructure, improvements and work product from the Builders or the Developer (to the extent of their ownership of any such real property interests, infrastructure, improvements and work product) in accordance with the terms of the Acquisition Agreement. The Developer and the Builders (only to the extent of any such Builder's ownership of the real property interests, infrastructure, improvements and work product), as applicable, will be obligated to provide or cause to be provided to the District, such real property interests, infrastructure, improvements and work product necessary for the perpetual operation and maintenance of the improvements identified in the Engineer's Report as they relate to the Wynnstone Project and shall be required to comply with the terms of the Acquisition Agreement and any other applicable documents or laws in order to be entitled to proceeds of the Assessment Area Two Bonds.

5. **REAL PROPERTY CONVEYANCE AND AMENITY DEPOSIT.**

a. Concurrent herewith, the Developer is conveying to the District, and the District is accepting, all real property to be owned by the District and within the portion of the District being developed as "Wynnstone Single Family – Phase 1," as more particularly described in the attached **Exhibit C** (the "**District's Phase 1 Property**"), which conveyance is consistent with the requirements set forth in the Acquisition Agreement.

b. Concurrent herewith, the Developer is depositing with the District the Amenity Deposit in the amount of Three Million Three Hundred Eighty Thousand Dollars and Zero Cents (\$3,380,000) for the purpose of ensuring that the Wynnstone Amenity is completed. The District shall hold the Amenity Deposit in a segregated account of the District (the "**Amenity Account**") earmarked solely to be used by the District, the Developer or any Builder (as expressly provided in this Section 5.b.) for design, permitting and construction of the Wynnstone Amenity and as otherwise permitted by this Section 5.b. The Developer, the District and the Builders acknowledge and agree that the funds in the Amenity Account shall first be used to fund the cost of designing, permitting and constructing the Wynnstone Amenity, whether, and to the extent, such design, permitting or construction is performed by the District, the Developer, or one or more Builders (after a default by the Developer occurs under the JDA) pursuant to such Builder(s)' rights under the JDA. The Developer, the District and the Builders further acknowledge and agree that any funds remaining in the Amenity Account after funding the design, permitting and construction of the Wynnstone Amenity may be used by the District or the Developer to fund any of Developer's obligations pertaining to the Wynnstone Project under the Completion Agreement that remain outstanding, or, after a default by the Developer occurs under the JDA, by any Builder to fund the costs of completing any portion of the Wynnstone Project performed by any Builder pursuant to its rights under the JDA.

6. **COOPERATION; PLAT.** The District and Builders shall cooperate in good faith in connection with processing the City's final approval and recording of the subdivision plat (the "**Wynnstone Phase 1 Plat**") of the District's Phase 1 Property and the land owned by the respective Builders within "Wynnstone Single Family – Phase 1" (herein referred to as the "**Builder Lot Parcels**"), including causing the District, each Builder, and any mortgagee with an interest in the land to execute, join and consent, to the Wynnstone Phase 1 Plat in accordance with the City's

requirements. Within ten (10) business days following recording of the Wynnstone Phase 1 Plat, the District and each Builder will execute and record quitclaim deeds whereby each Builder will quitclaim to the District any and all of Builder's right, title and interest, if any, in and to the District's Phase 1 Property as described on the recorded Wynnstone Phase 1 Plat outside of the platted legal descriptions of the Builder Lot Parcels as described pursuant to the Wynnstone Phase 1 Plat, and whereby the District will quitclaim to each individual Builder any and all of District's right, title and interest, if any, in and to the Builder Lot Parcels owned by such Builder by their platted legal description as described pursuant to the Wynnstone Phase 1 Plat.

7. **ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of the Assessment Area Two Assessments and to abide by the requirements of the financing agreements related to the issuance of the Assessment Area Two Bonds. A default by any party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

8. **CONTINUING DISCLOSURE.** The Continuing Disclosure Agreement continues to apply in full force and effect, such that, and without intending to alter the terms of the Continuing Disclosure Agreement, each Builder, to the extent that such Builder is an Obligated Party (as defined in the Continuing Disclosure Agreement) as purchaser of its portion of the Assessment Area Two Lands subject to the Assessment Area Two Special Assessments, remains obligated to provide the District with the information required under the Continuing Disclosure Agreement until such time as such Builder is no longer an Obligated Party as defined therein. This provision shall only apply to the extent any one or more Builder is considered an Obligated Party as defined under federal and/or state law.

9. **VALIDITY OF ASSESSMENTS.** Each Builder individually agrees that the Assessment Resolutions have been duly adopted by the District. Each Builder further agrees that the Assessment Area Two Special Assessments imposed as liens by the District are legal, valid, and binding liens on the land owned by such Builder in Assessment Area Two until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Each Builder waives any defect in notice or publication or in the proceedings to levy, impose, and collect the Assessment Area Two Special Assessments on the lands within the District, and further waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Assessment Area Two Special Assessments applicable to land owned by such Builder in Assessment Area Two. Each Builder agrees that to the extent that such Builder fails to timely pay all Assessment Area Two Special Assessments applicable to land owned by such Builder in Assessment Area Two, collected by mailed notice of the District, said unpaid Assessment Area Two Special Assessments may be placed on the tax roll by the District for collection by the Polk County Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year. Nothing herein requires any Builder to be responsible for the payment of any Assessment Area Two Special Assessments on lands not owned by such Builder or for any obligation to pay any "True-Up Payment" under that certain True-Up Agreement entered into between the Developer and the District in connection with issuing the Assessment Area Two Bonds, all of which obligations are and remain the exclusive obligation of the Developer. Nothing in this Section shall constitute a contractual obligation

of a Builder to pay the Assessment Area Two Special Assessments. Nothing herein serves to modify or otherwise alter the terms of the True Up Agreement.

10. **WAIVER OF PREPAYMENT RIGHT.** Each Builder agrees to waive any rights such Builder may have under Section 170.09, *Florida Statutes*, to prepay the Assessment Area Two Special Assessments without interest within thirty (30) days of completion of the Assessment Area Two Project or related improvements.

11. **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, 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 such limitations of liability or by operation of law.

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. **CONFLICTS.** The Developer Agreements continue to apply in full force and effect, except as modified herein.

14. **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.

15. **EFFECTIVE DATE.** This Agreement shall be effective as of the date first written above; provided, however, that the assignment by Developer to any Builder of any rights and obligations of Developer under the Developer Agreements shall remain inchoate and shall only become an effective and absolute assignment and assumption of such obligations under the Developer Agreements as expressly set forth herein upon (a) an event of default by Developer under the JDA and (b) written notice from one or more Builder(s) to the District of such default and such Builder(s)' notice of acceptance of the assigned rights and obligations under any of the Developer Agreements.

[SIGNATURE PAGE FOR DEVELOPER / LANDOWNER]

WITNESSES:

GLK REAL ESTATE, LLC

By: _____
Name: _____
Address: _____

By: _____
Name: Lauren O. Schwenk
Title: Manager

By: _____
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 PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

[SIGNATURE PAGE FOR BUILDERS]

WITNESSES:

LENNAR HOMES, LLC

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
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 Lennar Homes, LLC, on behalf of the Company.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

[SIGNATURE PAGE FOR BUILDERS]

WITNESSES:

**HBWB DEVELOPMENT SERVICES,
LLC**

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
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 HBWB Development Services, LLC, on behalf of the Company.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

[SIGNATURE PAGE FOR BUILDERS]

WITNESSES:

STANLEY MARTIN HOMES, LLC

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
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 Stanley Martin Homes, LLC, on behalf of the Company.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

[SIGNATURE PAGE FOR BUILDERS]

WITNESSES:

MERITAGE HOMES OF FLORIDA, INC.

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
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 Meritage Homes of Florida, Inc., on behalf of the Company.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

[SIGNATURE PAGE FOR DISTRICT]

WITNESSES:

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Name: _____

Address: _____

By: _____

Name: _____

Address: _____

By: _____

Name: Warren K. Heath II

Title: Chairman

**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. (Rennie) Heath II, as Chairperson of the Board of Supervisors of the Westside Haines City Community Development District.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed
as Commissioned)

- Exhibit A:** Engineer's Report
- Composite Exhibit B:** Assessment Reports (Master and Supplemental)
- Exhibit C:** Wynnstone Project Lands

SECTION IX

SECTION A



Dewberry Engineers Inc. | 407.843.5120
800 North Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803-3251 | www.dewberry.com

March 11, 2024

Via United States Mail and Electronic Mail

Mr. Greg Fowler, Sr.
QGS Development, Inc.,
1450 S. Park Road
Plant City, Florida 33566

**Re: *Westside Haines City Community Development District – Notice to Proceed
Brentwood Phase 4/5 Construction Contract***

Dear Mr. Fowler:

You are hereby notified that the Contract Times under the *Standard Form of Agreement Between Owner and Contractor for Construction Contract*, dated March 4, 2024, with respect to Westside Haines City Community Development District Brentwood Phase 4/5 construction services (the “Agreement”), will commence to run as of **March 11, 2024**. Accordingly, QGS Development, Inc. is to start performing its obligations under the Contract Documents referenced in the Agreement with respect to Westside Haines City Brentwood Phase 4/5 Project construction. In accordance with Article 4 of the Agreement, the Work to be performed under the Agreement shall commence no later than ten (10) calendar days, including Saturdays, Sundays, and holidays, from the date of this Notice and shall be substantially completed within **one hundred sixty-five (165)** consecutive calendar days from the date designated in this Notice (the “Substantial Completion Date”). The entirety of the Work shall be ready for Final Payment in accordance with Paragraph 15.06 of the General Conditions of the Agreement within **one hundred ninety-five (195)** calendar days from the date designated in this Notice (the “Final Completion Date”).

Should you have any questions or require additional information, please do not hesitate to call. If none, please acknowledge your receipt of this Notice by signing the Acceptance attached hereto and returning to me at your earliest convenience.

Sincerely,


District Engineer

cc: Lauren Gentry – District Counsel
Jill Burns – District Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED for the Westside Haines City Community Development District Brentwood Phase 4/5 Construction Project, with a Commencement Date of **March 11, 2024**, is hereby acknowledged:

OWNER:

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT

By: 

Name: Warren K. Heath II

Title: Chairman

Date: 3/7/2024, 2024

CONTRACTOR:

QGS DEVELOPMENT, INC., a Florida corporation

By: 

Name: Thomas H. Barnes

Title: Vice President

Date: March 06,, 2024

SECTION B

Upon recording, please return to:
Lauren Gentry, Esq.
Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301

NOTICE OF COMMENCEMENT

Permit Nos. _____
Parcel I.D. No.: Legal Description Attached.

STATE OF FLORIDA
COUNTY OF POLK

THE UNDERSIGNED hereby gives notice that improvements will be made to certain real property in Polk County, Florida. The following information is provided in this Notice of Commencement.

1. Description of property (legal description of property and address if available):
That property identified at Exhibit A.
2. General description of improvements: project construction site work for offsite roadway improvements, master project improvements, including stormwater management, utilities, and roadways for Brentwood Phases 4 & 5.
3. Owner information
 - a) Name and address: Westside Haines City Community Development District
c/o Governmental Management Services, LLC
219 E. Livingston Street
Orlando, Florida 32801
 - b) Interest in property: Easement
 - c) Name and address of fee simple titleholder (if other than owner): Lennar Homes, LLC, a Florida limited liability company
4. Contractor (name and address): OGS Development, Inc., 1450 S. Park Road
Plant City, Florida 33566
5. Surety
 - a) Name and address: Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
 - b) Amount of bond: \$5,141,057.10
6. Lender (name and address): N/A
7. Person within the State of Florida designated by owner upon whom notices or other documents may be served.

Name and address: Jill Burns, Governmental Management Services, LLC, 219 E. Livingston Street, Orlando, Florida 32801

8. In addition, owner designates the following individual to receive a copy of any notices:
N/A

9. Expiration date of notice of commencement N/A (the expiration date is one year from the date of recording unless a different date is specified).

The foregoing information and execution of this notice is being provided solely for the purpose of providing notice. The Owner of the property is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), *Florida Statutes*.

Attest:

**WESTSIDE HAINES CITY
COMMUNITY
DEVELOPMENT DISTRICT**

Bolton Healy
Secretary

Warren K. Heath II
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15th day of March 2024, by Warren K. ("Rennie") Heath II, as Chairman of the Board of Supervisors of the Westside Haines City Community Development District, who is personally known to me or produced _____ as identification.

Lindsey E Roden
(Official Notary Signature & Seal)

Print Name: Lindsey E Roden
Notary Public, State of Florida

EXHIBIT A: Legal Description of Site
EXHIBIT B: Performance and Payment Bonds

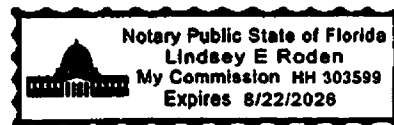


EXHIBIT A:

BRENTWOOD PHASE 4/5 LEGAL DESCRIPTION

**EXHIBIT A
BRENTWOOD PHASE 4 AND 5**

DESCRIPTION: A parcel of land lying in the Southeast 1/4 of Section 19, Township 26 South, Range 27 East, Polk County, Florida, being a portion of TRACTS 17 through 22, inclusive, of FLORIDA DEVELOPMENT COMPANY, as recorded in Plat Book 3, Pages 60 through 63, inclusive, of the Public Records of Polk County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 19, run thence along the East boundary thereof, N 00°17'10"W., a distance of 660.13 feet; thence along the South boundary of TRACTS 17 through 24, inclusive, of said FLORIDA DEVELOPMENT COMPANY, and the Easterly extension thereof, S.88°48'08"W., a distance of 925.72 feet, to the POINT OF BEGINNING; thence along the South boundary of the aforesaid TRACTS 17, through 22, inclusive, a portion of which also being the North boundary of COUNTRY WALK ESTATES, as recorded in Plat Book 155. Page 36 and 37, of the Public Records of Polk County, Florida, continue, S.88°48'08"W., a distance of 1701.37 feet to a point on the Easterly maintained right-of-way line of FDC ROAD GROVE; thence along said Easterly maintained right-of-way line, N.00°09'44"E., a distance of 648.42 feet to a point on the Southerly maintained right-of-way line of HOLLY HILL GROVE ROAD 3; thence along said Southerly maintained right-of-way line, N.88°51'21"E., a distance of 1695.95 feet; thence along the East boundary of the West 65.00 feet of the aforesaid TRACT 22. S.00°18'53"E., a distance of 646.73 feet to the POINT OF BEGINNING.

Containing 25.248 acres, more or less.

EXHIBIT B

Bond Number Assigned by Surety:
Bond No. 0260055

PERFORMANCE BOND

Contractor Name: QGS Development, Inc. Address (principal place of business): 1450 S. Park Road Plant City, FL 33566 Telephone Number: (813) 634-3326	Surety Name: Berkley Insurance Company Address (principal place of business): 475 Steamboat Road, Greenwich, CT 06830 Telephone Number: (203) 542-3800
Owner Name: Westside Haines City Community Development District Mailing address (principal place of business): 219 East Livingston Street Orlando, Florida 32801 Telephone Number: (407) 841-5524	Contract Description (name and location): Westside Haines City Community Development District, Brentwood Phases 4 and 5, Polk County, Florida Contract Price: \$5,141,057.10 Effective Date of Contract: March 4, 2024
Bond Bond Amount: \$5,141,057.10 (Contract Price) Date of Bond: March 6, 2024 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal QGS Development, Inc. <i>(Full formal name of Contractor)</i>	Surety Berkley Insurance Company <i>(Full formal name of Surety) (Corporate Seal)</i>
By: <u>Thomas H. Barnes</u> <i>(Signature)</i>	By: <u>Brett A. Ragland</u> <i>(Signature) (Attach Power of Attorney)</i>
Name: <u>Thomas H. Barnes</u> <i>(Printed or typed)</i>	Name: <u>Brett A. Ragland</u> <i>(Printed or typed)</i>
Title: <u>Vice President</u>	Title: <u>Attorney-in-Fact & FL Licensed Res. Agent</u>
Attest: <u>Rosaura Aragon Texina</u> <i>(Signature)</i>	Attest: <u>Kanani Cordero</u> <i>(Signature)</i>
Name: <u>Rosaura Aragon Texina</u> <i>(Printed or typed)</i>	Name: <u>Kanani Cordero</u> <i>(Printed or typed)</i>
Title: <u>Contract Billing Specialist</u>	Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

EJCDC® C-610, Performance Bond.

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Bond Number Assigned by Surety:

Bond No. 0260055

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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Bond Number Assigned by Surety:

Bond No. 0260055

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

Bond Number Assigned by Surety:

Bond No. 0260055

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

Bond Number Assigned by Surety:

Bond No. 0260055

PAYMENT BOND

Contractor Name: QGS Development, Inc. Address (principal place of business): 1450 S. Park Road Plant City, FL 33566 <u>Telephone Number: 813-634-3326</u>	Surety Name: Berkley Insurance Company Address (principal place of business): 475 Steamboat Road, Greenwich, CT 06830 <u>Telephone Number: (203) 542-3800</u>
Owner Westside Haines City Community Name: Development District Mailing address (principal place of business): 219 East Livingston Street Orlando, Florida 32801 <u>Telephone Number: (407) 841-5524</u>	Contract Description (name and location): Westside Haines City Community Development District, Polk County, Florida Contract Price: \$5,141,057.10 Effective Date of Contract: March 4, 2024
Bond Bond Amount: \$5,141,057.10 (Contract Price) Date of Bond: March 6, 2024 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal QGS Development, Inc. <small>(Full formal name of Contractor)</small> By: <u><i>Thomas H. Barnes</i></u> <small>(Signature)</small> Name: <u>Thomas H. Barnes</u> <small>(Printed or typed)</small> Title: <u>Vice President</u> Attest: <u><i>Rosaura Aragon Pecina</i></u> <small>(Signature)</small> Name: <u>Rosaura Aragon Pecina</u> <small>(Printed or typed)</small> Title: <u>Contract Billing Specialist</u>	Surety Berkley Insurance Company <small>(Full formal name of Surety) (Corporate Seal)</small> By: <u><i>Brett A. Ragland</i></u> <small>(Signature) (Attach Power of Attorney)</small> Name: <u>Brett A. Ragland</u> <small>(Printed or typed)</small> Title: <u>Attorney-in-Fact & FL Licensed Res. Agent</u> Attest: <u><i>Kanani Cordero</i></u> <small>(Signature)</small> Name: <u>Kanani Cordero</u> <small>(Printed or typed)</small> Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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Bond Number Assigned by Surety:

Bond No. 0260055

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

1. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
2. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
3. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
4. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 4.1. Claimants who do not have a direct contract with the Contractor
 - 4.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 4.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 4.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
5. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
6. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 6.2. Pay or arrange for payment of any undisputed amounts.
 - 6.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety

Bond Number Assigned by Surety:

Bond No. 0260055

shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

7. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
 - 15.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 15.1.1 The Name of the Claimant;
 - 15.1.2 The name of the person for whom the labor was done, or materials or equipment furnished;

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Bond Number Assigned by Surety:

Bond No. 0260055

- 15.1.3 A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 15.1.4 A brief description of the labor, materials, or equipment furnished;
 - 15.1.5 The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 15.1.6 The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 15.1.7 The total amount of previous payments received by the Claimant; and
 - 15.1.8 The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 15.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 15.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 15.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
16. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
17. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Joseph D. Johnson, Jr.; Brett A. Ragland; Francis T. O'Reardon; Joseph D. Johnson, III; Kanani H. Cordero; or Tyler Ragland of Joseph D. Johnson & Company of Orlando, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of March, 2020.

Attest:
By Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of March, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 10th day of March, 2024.

(Seal) Vincent P. Folte
Vincent P. Folte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

SECTION C

Prepared By and Return To

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

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT
(BRENTWOOD PHASE 4 AND 5)**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made and entered into this ^{23rd} day of January 2024, by and between **GLK REAL ESTATE, LLC**, a Florida limited liability company, whose address is 346 E. Central Avenue, Winter Haven, Florida (“**Grantor**”) in favor of **WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services Central Florida, LLC, 219 E. Livingston St., Orlando, Florida 32801 (“**Grantee**” or the “**District**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located in the District, identified as Brentwood Phase 4 and 5, being more particularly described on **Exhibit “A”** attached hereto, and by this reference incorporated herein (the “**Easement Area**”); and

WHEREAS, Grantee intends to complete within the Easement Area, the design, installation and construction of roadway improvements, water, stormwater management facilities, sanitary sewer utilities, signage, neighborhood parks and recreational facilities, and other such improvements as authorized by law, (collectively, the “**Improvements**”); and

WHEREAS, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements, until either construction of the Improvements is completed or the Grantee acquires the Easement Area, whichever occurs first.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “**Easement**”).

3. **Term of Easement.** Upon the earlier of (i) the completion of all Improvements and the acceptance of such by the District's Board of Supervisors, or (ii) recordation of a release of the Easement in the Public Records of Polk County, Florida, then this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area. Alternatively, (iii) upon recordation of a plat, this Agreement shall partially and automatically terminate and be extinguished over the platted residential lots ("Lots"), and all rights in the Easement upon such Lots granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Lots in the Easement Area. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easement granted herein. Should the Grantee acquire the Easement Area from the Grantor prior to the occurrence of events (i), (ii) and (iii) enumerated herein, this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately vest in the Grantee, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area.

4. **Insurance and Indemnity.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, Florida Statutes, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee's construction activities within the Easement Area.

5. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, Florida Statutes, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

6. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.

7. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Polk County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair

such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

9. **Use of Easement Area.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

10. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

12. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Polk County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges

and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

“GRANTOR”

WITNESSES:

GLK REAL ESTATE, LLC, a Florida limited liability company

[Signature]

Print: Jessica Petrucci
Address: 346 E Central Ave
Winter Haven, FL 33880

[Signature]

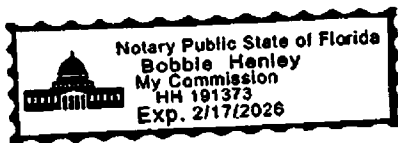
By: Lauren O. Schwenk
Its: Manager

[Signature]

Print: Bobbie Henley
Address: 346 E Central Ave
Winter Haven, FL 33880

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22nd day of January 2024, by Lauren O. Schwenk, as Manager of GLK Real Estate, LLC, on behalf of the company.

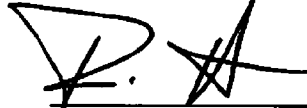


[Signature]
(Official Notary Signature & Seal)
Name: Bobbie Henley
Personally Known 1
OR Produced Identification _____
Type of Identification _____

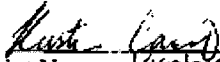
"GRANTEE"

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT**, a local unit of special-purpose
government established pursuant to Chapter
190, Florida Statutes

Signed, sealed and delivered
in the presence of:



Chairperson, Board of Supervisors



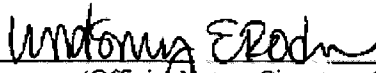
Print Name: Kristin Cassidy
Address: 346 E Central Ave
Winter Haven, FL 33880



Print Name: Jessica Petrucci
Address: 346 E Central Ave
Winter Haven, FL 33880

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 20th day of January 2024, by Warren K. (Rennie) Heath II, as Chairperson of the Board of Supervisors of the Westside Haines City Community Development District.



(Official Notary Signature & Seal)

Name: Lindsey E Roden

Personally Known

OR Produced Identification _____

Type of Identification _____

**EXHIBIT A
BRENTWOOD PHASE 4 AND 5**

DESCRIPTION: A parcel of land lying in the Southeast 1/4 of Section 19, Township 26 South, Range 27 East, Polk County, Florida, being a portion of TRACTS 17 through 22, inclusive, of FLORIDA DEVELOPMENT COMPANY, as recorded in Plat Book 3, Pages 60 through 63, inclusive, of the Public Records of Polk County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 19, run thence along the East boundary thereof, N.00°17'10"W., a distance of 660.13 feet; thence along the South boundary of TRACTS 17 through 24, inclusive, of said FLORIDA DEVELOPMENT COMPANY, and the Easterly extension thereof, S.88°48'08"W., a distance of 925.72 feet, to the POINT OF BEGINNING; thence along the South boundary of the aforesaid TRACTS 17, through 22, inclusive, a portion of which also being the North boundary of COUNTRY WALK ESTATES, as recorded in Plat Book 155, Page 36 and 37, of the Public Records of Polk County, Florida, continue, S.88°48'08"W., a distance of 1701.37 feet to a point on the Easterly maintained right-of-way line of FDC ROAD GROVE; thence along said Easterly maintained right-of-way line, N.00°09'44"E., a distance of 648.42 feet to a point on the Southerly maintained right-of-way line of HOLLY HILL GROVE ROAD 3; thence along said Southerly maintained right-of-way line, N.88°51'21"E., a distance of 1695.95 feet; thence along the East boundary of the West 65.00 feet of the aforesaid TRACT 22, S.00°18'53"E., a distance of 646.73 feet to the POINT OF BEGINNING.

Containing 25.248 acres, more or less.

SECTION D

**CONSTRUCTION FUNDING AGREEMENT BETWEEN
WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT
DISTRICT AND GLK REAL ESTATE, LLC
(BRENTWOOD PHASE 4 AND 5)**

THIS AGREEMENT (“Agreement”) is made and entered into and effective as of 23rd day of January 2024, by and between:

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

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

RECITALS

WHEREAS, the District was established by an ordinance, as amended from time to time, adopted by the Board of County Commissioners 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 Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District identified in the Engineer’s Report (as defined below, the undeveloped lands described therein being the “Development”) upon which the District's improvements have been or will be made; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated master improvements and facilities for the area known as Brentwood Phases 4 and 5 within the Development, which are described in the *Second Amended and Restated Engineer’s Report*, dated November 7, 2023, attached hereto as **Exhibit A** (the “Engineer’s Report”) including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the “Improvements”); and

WHEREAS, in order to induce the District to proceed at this time with the construction of the necessary or desired improvements, the Developer desires to provide the funds necessary to enable the District to proceed with such improvements if and when the District exhausts the funds on deposit in the construction account; and

WHEREAS, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements as described in **Exhibit A**, and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from those bonds.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

2. FUNDING. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the infrastructure improvements. Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's construction account with such depository as determined by the District.

3. REPAYMENT. The parties agree that the funds provided by Developer pursuant to this Agreement will be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds. Within forty-five (45) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Improvements, the District shall reimburse Developer until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Improvements within five (5) years of the date of this Agreement, and, thus does not reimburse the Developer for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

4. DEFAULT. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

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

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

9. **NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Westside Haines City Community Development District
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: District Counsel

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

With a copy to: Straughn & Turner PA
255 Magnolia Avenue, S.W.
Winter Haven, Florida 33880
Attn: Richard E. Straughn

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

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

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

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

13. EFFECTIVE DATE. The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

15. COUNTERPARTS. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

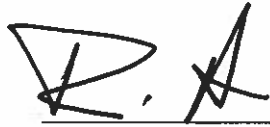
[Signatures on next page]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

ATTEST:

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT**


Secretary/Assistant Secretary


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

WITNESS:

GLK REAL ESTATE, LLC


Print Name: Jessica Petrucci


By: Lauren O. Schwenk
Its: Manager

Exhibit A: *Second Amended and Restated Engineer's Report*, dated November 7, 2023

EXHIBIT A

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

Westside Haines City Community Development District

Second Amended and Restated Engineer's Report

November 7, 2023

SUBMITTED BY:

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

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

Westside Haines City Community Development District

INTRODUCTION

The Westside Haines City Community Development District (the "District" or "CDD") is located on the west side of US Highway 27 (SR 25) from the Minute Maid Ramp Road, south crossing Holly Hill Grove Road 1, 2, and 3 to the southern boundary of Masee Road. The District also crosses Holly Hill Tank Road to the west of FDC Grove Road. The District is located with the city limits of Haines City, Florida ("City") and the unincorporated area of Polk County ("County"). In March 2021, the District contained approximately 613.43 acres and included 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages. The District has amended the plan to remove 12.62 acres from the Brentwood townhomes conceptual site plan. The District currently contains approximately 595.10 acres and is expected to consist of 2,513 residential lots of various sizes for single-family and townhomes with recreation/amenity areas, parks, and associated infrastructure.

The CDD was established under County Ordinance No. 21-017, which was approved by the Polk County Commission and the City of Haines City and became effective on March 18, 2021. The boundaries of the District were amended by Ordinance No. 22-071, adopted by the Board of County Commissioners of Polk County, Florida, and effective on November 7, 2022, and by Ordinance No. 23-065, adopted by the Board of County Commissioners of Polk County, Florida, and effective on October 3, 2023. The District will own and operate the public roadways, utilities systems, and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

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

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the city, county, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development, an overall estimate of the probable cost of the public improvements are provided in Exhibit 7 of this report.

The Capital Improvement Plan ("CIP" or this "Engineer's Report") reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that any modifications will not diminish the benefits to the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development while maintaining a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

TABLE 1	AREA (AC)
Master Stormwater System	49.14
Residential Land (Single-Family and Townhomes Lots)	228.29
Roadways Infrastructure & Public Facilities	95.29
Lakes	5.09
Amenity Center	2.09
Open Space/Conservation Areas/Parks	220.91
TOTAL	595.10

PHASE	NO. UNITS
Cascades 1	597
Cascades 2	74
Cascades 3	344
Brentwood 1	226
Brentwood 2	124
Brentwood 3	122
Brentwood 4/5	290
Wynnstone 1 & 2	736
Amenity/Recreational Parcel	
Infrastructure Roadways	
Ponds/Lake/Stormwater Conservation/Open space	
TOTAL – Westside Haines City CDD	2,513

PHASE	LOT TYPE	UNITS
Cascades 1	40-ft Lots	404
	50-ft Lots	193
Cascades 2	40-ft Lots	30
	50-ft Lots	44
Cascades 3	40-ft Lots	219
	50-ft Lots	125
Brentwood 1	Townhomes	226
Brentwood 2	Townhomes	124
Brentwood 3	Townhomes	122
Brentwood 4/5	Townhomes	290
Wynnstone 1 & 2	40-ft Lots	478
	50-ft Lots	315
TOTAL LOTS IN THE DISTRICT		2,513

Implementation of any proposed facilities or improvements outlined in this report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this report are based on the best available information, which includes, but

is not limited, to previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

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

PURPOSE AND SCOPE

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

The predominant portion of this report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. The engineer has considered and in specific instances has relied upon, the information and documentation prepared or supplied by others to prepare this Engineer's Report.

THE DEVELOPMENT

The development will consist of a total of 2,702 residential units and associated infrastructure. The development is a planned residential community located West of US Highway 27 (SR 25) and consisting of 595.10 acres from the northern boundary around Minute Main Ramp Road 1 and extending south to the southern boundary located around Mossee Road. The District is located within unincorporated Polk County and the City of Haines City. The land use for the District is planned unit development. The development is zoned RL-1, RL-2, RL-3, and RM within the city limits and zoned RMX and ECX within the unincorporated area of Polk County. The development will be constructed in three (3) villages and have up to eleven (11) phases.

CAPITAL IMPROVEMENTS

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

There will also be stormwater structures and conveyance culverts within the CIP that will outfall into the various on-site stormwater ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time as well as the 4 (four) lift stations serving the project. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District. Installation of streetlights and power within the public rights-of-way or easements will be funded by the District.

As a part of the recreational component of the CIP, there are various amenity centers within the development and specifically for each of the villages of the development. There are four (4) amenity centers: one (1) in the Village of

Cascades, one (1) in Wynnstone, and two (2) within Brentwood. The total area of the amenity and recreational parcels is 12.89 acres. There will be conservation areas as well that can serve as passive parks within the various villages and the development that are available to the public for utilization of the facilities. The amenity centers and recreational areas will have connectivity via sidewalks to the other portions of the District. The amenity centers and recreational areas will be accessed by the public roadways and sidewalks.

CAPITAL IMPROVEMENT PLAN COMPONENTS

The CIP for the District includes the following:

Stormwater Management Facilities

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

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105Co225G, effective date December 22, 2016, demonstrates that the property is located within Flood Zones X, A, and AE. Based on this information and the site topography, it appears that 100-year compensation will be done in areas where we will impact existing depressions throughout the development and the 100-year flood volumes will be compensated as it is required by the city, county, and FEMA.

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

Public Roadways

The proposed public roadway sections include a 24-foot wide roadway consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base and asphalt type roadway wearing surface. The proposed curb is to be 2-feet wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement, and also to provide stormwater runoff conveyance to the proposed stormwater inlets.

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

Water and Wastewater Facilities

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

A potable drinking water system inclusive of water main, gate valves, fire hydrants, and appurtenances will be installed for the District. The water service provider will be Polk County Public Utilities. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District.

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

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

Off-Site Improvements

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

Amenities and Parks

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

Electric Utilities and Lighting

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

Entry Feature

Landscaping, irrigation, entry features, and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use reclaimed water or an irrigation well. The well and irrigation water mains to the various phases of the development will be constructed and acquired by the CDD with

District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover, and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned, and maintained by the CDD. It is noted that the City requires the walls as a buffer the development and thus will be funded together with the landscaping.

Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report are being financed by the District to benefit all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family/residential planned development.

Permitting

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

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

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

Brentwood Phases 2 & 3 and Cascade Phase 3

Permits/Approvals	Approval/Expected Date		
	Brentwood Phase 2	Brentwood Phase 3	Cascade Phase 3
Zoning Approval	Received	Received	Received
Preliminary Plat	Received	Received	Received
SWFWMD ERP	Issued 4/5/2022	Issued 4/5/2022	Issued 4/5/2022
Construction Permits	Issued 8/12/2022	Issued 8/12/2022	Issued 8/12/2022
Polk County Utilities Permits	Received	Received	Received
Polk County Health Department General Water Distribution Permit	Issued 7/21/2022	Issued 7/21/2022	Issued 7/21/2022
FDEP Sanitary Sewer General Permit	Received ±	Received	Received
FDEP NOI – NPDES	Received	Received	Received

RECOMMENDATION

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

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

REPORT MODIFICATION

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

SUMMARY AND CONCLUSION

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

ENGINEER'S CERTIFICATION

It is our professional opinion that the public infrastructure costs for the CIP provided in this report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District and the value is at least the same as the costs for said improvements. This noted that all financed property improvements will be located on district owned lands that is or will be at the time of conveyance to the district or subject to a permanent easement in favor of the district or another public

governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the county and city. However, labor market, future costs of equipment; materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

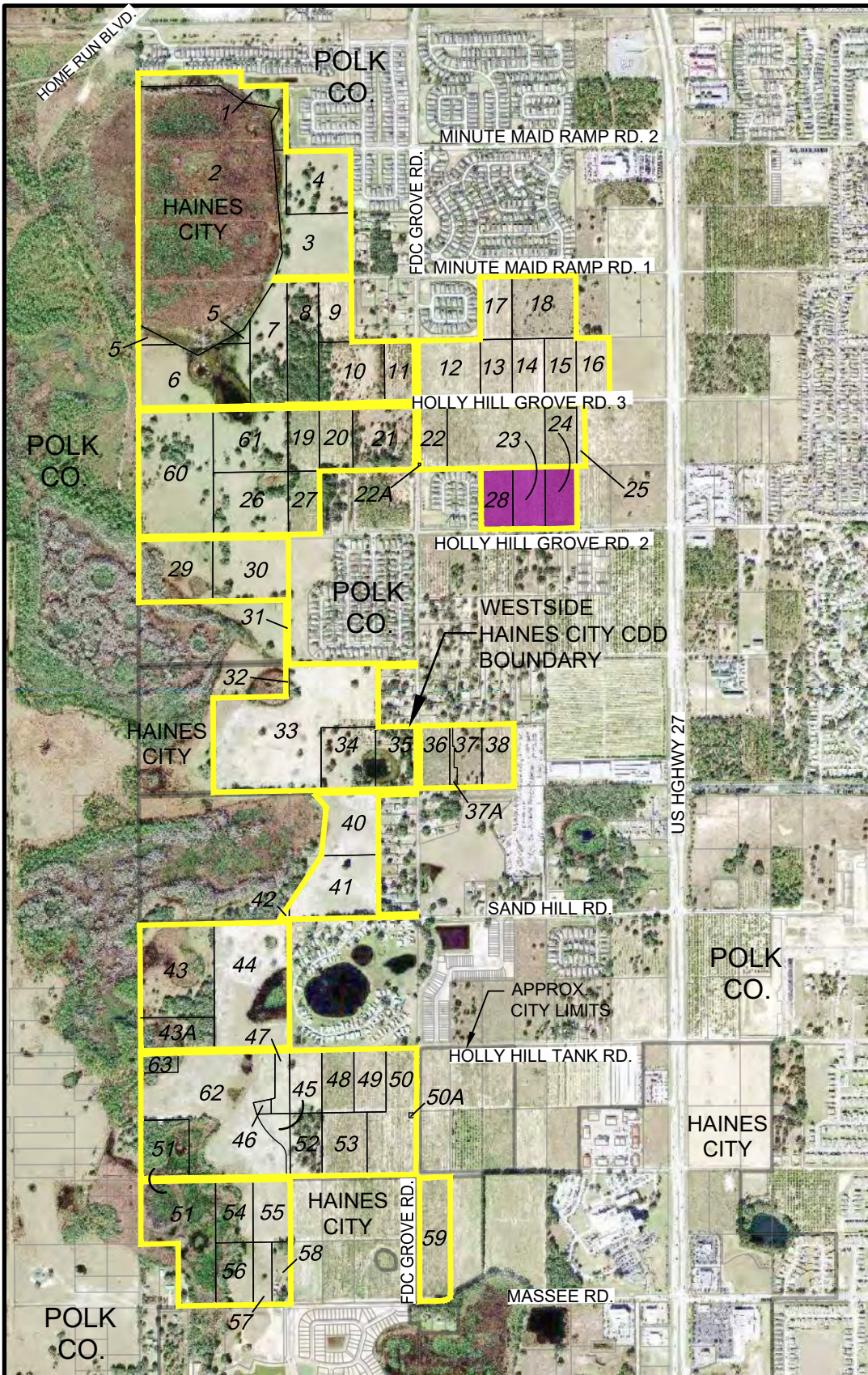
Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvements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

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



Reinardo Malavé, P.E.

Florida License No. 31588



ID	Parcel No.
1	272619705000030012
2	272619705000030171
3	272619705000030201
4	272619705000030210
5	272619704500040011
6	272619704500040141
7	272619704500040041
8	272619705000040050
9	272619705000040060
10	272619705000040101
11	272619705000040090
12	272619705000020150
13	272619705000020140
14	272619705000020130
15	272619705000020120
16	272619705000020110
17	272619705000020090
18	272619705000020040
19	272619705000040210
20	272619705000040220
21	272619705000040230
22	272619705000020171
22A	272619705000020172
23	272619705000020180
24	272619705000020210
25	272619705000020220
26	272619705000040290
27	272619705000040280
28	272619705000020300
29	272630708000030010
30	272630708000030030
31	272630708000030032
32	272630708000030202
33	272630708000030191
34	272630708000030261
35	272630708000030250
36	272630708000010320
37	272630708000010310
37A	272630708000010311
38	272630708000010300
40	272630707500040051
41	272630708000040097
42	272630708000040131
43	272630708000040170
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44	272630708000040190
45	272631708500030011
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47	272631708500030042
48	272631708500030060
49	272631708500030070
50	272631708500030080
50A	272631708500030092
51	272631708500030151
52	272631708500030121
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54	272631708500030190
55	272631708500030200
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57	272631708500030292
58	272631708500030291
59	272631708500010170
60	272619705000040170
61	272619705000040190
62	272631708500030020
63	272631708500030010

LEGEND

- WESTSIDE HAINES CITY CDD
- PARCELS
- CDD CONTRACTION

EXHIBIT 1 - LOCATION MAP WESTSIDE HAINES CITY CDD

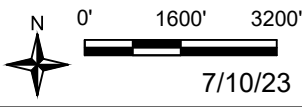


EXHIBIT 2 - LEGAL DESCRIPTION
WESTSIDE HAINES CITY CDD
LEGAL DESCRIPTIONS

THORNHILL PARCELS

PARCEL 1

DESCRIPTION: A PORTION OF TRACTS 11, 12, 13, 14, 15, & 16 AND ALL OF TRACTS 3, 4 & 5, OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 5; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 5, S.00°18'53"E, A DISTANCE OF 648.05 FEET TO THE NORTH BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID NORTH BOUNDARY, N.88°58'16"E, A DISTANCE OF 330.50 FEET TO THE EAST BOUNDARY OF AFORESAID TRACT 11; THENCE ALONG SAID EAST BOUNDARY, S.00°17'48"E, A DISTANCE OF 634.97' TO A POINT ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF HOLLY HILL GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES: 1) S.87°53'35"W., A DISTANCE OF 53.92 FEET; 2) S.89°00'18"W., A DISTANCE OF 481.38 FEET; 3) S.89°49'34"W., A DISTANCE OF 265.87 FEET; 4) S.88°05'52"W., A DISTANCE OF 320.84 FEET; 5) N.89°37'21"W., A DISTANCE OF 210.35 FEET; 6) S.87°28'16"W., A DISTANCE OF 143.50 FEET; 7) S.89°25'55"W., A DISTANCE OF 472.21 FEET; 8) N.22°16'58"W., A DISTANCE OF 31.89 TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: 1) N.01°14'03"W., A DISTANCE OF 140.55 FEET; 2) N.00°55'37"W., A DISTANCE OF 104.29 FEET; 3) N.00°08'51"W., A DISTANCE OF 326.27 FEET 4) N.00°11'29"W., A DISTANCE OF 30.58 FEET TO THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY OF CAMBRIA, AS RECORDED IN PLAT BOOK 159, PAGES 26 THROUGH 27, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH AND EAST BOUNDARIES, RESPECTIVELY, OF SAID CAMBRIA, THE FOLLOWING TWO (2) COURSES: 1) N.88°58'16"E, A DISTANCE OF 640.37 FEET; 2) N.00°21'17"W., A DISTANCE OF 648.36 FEET OT THE SOUTHERLY RIGHT-OF-WAY OF AN UNNAMED ROAD, (ALSO KNOW AS MINUTE MAID RAMP ROAD 1); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°59'20"E., A DISTANCE OF 991.98 FEET TO THE POINT OF BEGINNEING.

CONTAINING 43.322 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 2

DESCRIPTION: A PORTION OF TRACTS 17, 28, 29, & 30 AND ALL OF TRACTS 18, 19, 20, 21, & 22, OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AS SHOWN ON THE PLAT OF FLORIDA DEVELOPMENT COMPANY, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH EAST CORNER OF SAID TRACT 28, RUN THENCE ALONG THE EAST BOUNDARY THEREOF, S.00°18'30"E., A DISTANCE OF 636.29 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HO9LLY HILL GROVE ROAD 2, PER MAP BOOK 22, PAGES 1 THROUGH 7, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) S.88°40'49"W., A DISTANCE OF 13.76 FEET; 2) S.87°34'32"W.; A DISTANCE OF 110.73 FEET; 3) S.87°59'33"W., A DISTANCE OF 207.44 FEET; 4) N.87°51'09"W., A DISTANCE OF 118.81 FEET; 5) S.88°50'51"W., A DISTANCE OF 326.26 FEET; 6) S.89°40'20"W., A DISTANCE OF 202.13 FEET; 7) S.88°29'07"W., A DISTANCE OF 12.51 FEET TO THE SOUTHEAST CORNER OF COUNTRY WALK ESTATES, AS RECORDED IN PLAT BOOK 155, PAGES 37 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST AND

NORTH BOUNDARIES, RESPECTIVELY, OF SAID COUNTY WALK ESTATES THE FOLLOWING TWO (2) COURSES: 1) N.00°21'09"W., A DISTANCE OF 631.43; 2) S.88°48'08"W. A DISTANCE OF 644.25 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY OF FDC GROVE ROAD, PER MAP BOOK 18, PAGES 44-61, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) N.00°04'22"E., A DISTANCE OF 436.25 FEET; 2) N.00°21'14"E, A DISTANCE OF 212.17 FEET TO A POINT ON SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILL GROVE ROAD 3, PER MAP BOOK 17, PAGES 93 THROUGH 99, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.88°51'21"E., A DISTANCE OF 1960.98 FEET TO A POINT ON THE EAST BOUNDARY OF AFORESAID TRACT 22; THENCE ALONG SAID EAST BOUNDARY S.00°18'53"E., A DISTANCE OF 646.48 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 22; THENCE ALONG SAID SOUTH BOUNDARY, S.88°48'08"W., A DISTANCE OF 330.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.668 ACRES, MORE OR LESS.

CASCADES PARCELS

PARCEL A

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

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 31 AND PROCEED S 89°18'58" W, ALONG THE SOUTH LINE OF THE NW ¼ OF SAID SECTION 31, A DISTANCE OF 1323.58 FEET TO A FOUND CONCRETE MONUMENT 4' X 4' (NO ID) MARKING THE SOUTHEAST CORNER OF THE SW ¼ OF THE NW ¼ OF SAID SECTION 31; THENCE N 00°43'21"W, A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 ALSO BEING ON THE NORTH PLATTED RIGHT OF WAY LINE OF MASSEE ROAD AND THE POINT OF BEGINNING; THENCE S 89°16'39" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1170.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 31; THENCE N 00°21'45" W, ALONG THE WEST BOUNDARY OF TRACT 31, A DISTANCE OF 635.42 FEET TO THE NORTHWEST CORNER OF SAID TRACT 31 ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT 17; THENCE S 89°15'20" W, ALONG THE SOUTH BOUNDARY OF TRACT 17, A DISTANCE OF 374.86 TO THE SOUTHWEST CORNER OF SAID TRACT 17; THENCE N 00°19'09" W, ALONG THE WEST BOUNDARY OF SAID TRACT 17, A DISTANCE OF 620.25 FEET TO THE NORTHWEST CORNER OF SAID TRACT 17 AND A POINT ON THE SOUTH PLATTED RIGHT OF WAY LINE OF A 30.00 FOOT UNNAMED ROAD; THENCE N 89°02'49" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1548.04 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20; THENCE S 00°14'28" E., ALONG THE EAST BOUNDARY OF SAID TRACT 20 AND 29, A DISTANCE OF 1261.78 FEET TO THE POINT OF BEGINNING.

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

PARCEL B

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

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 31 AND PROCEED N 00°16'19" W, ALONG THE WEST BOUNDARY OF THE NORTHEAST ¼ OF SAID SECTION 31, A DISTANCE OF 15.00 FEET; THENCE N 89°19'17" E, A DISTANCE OF 15.00 FEET TO THE A POINT ON THE EAST RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED ROAD AND THE POINT OF BEGINNING; THENCE N 00°16'11" W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1255.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PARK PLACE BOULEVARD AS PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 19, PAGE 66; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING THREE (3) COURSES; (1) N 88°37'34" E, A DISTANCE OF 95.17 FEET; (2) N 81°41'25" E, A DISTANCE OF 121.29 FEET; (3) N 87°59'06" E, A DISTANCE OF 100.77 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE S 00°16'03" E, ALONG THE EAST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1243.27 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF POLK

COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 14, PAGE 4S THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) S 53°51'52" W, A DISTANCE OF 16.13 FEET; (2) S 53°02'11" W, A DISTANCE OF 27.27 FEET; (3) S 65°06'06" W, A DISTANCE OF 16.68 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE 30.00 FOOT PLATTED RIGHT OF WAY; THENCE ALONG SAID NORTH RIGHT OF WAY LINE; S 89°19'17" W, A DISTANCE OF 265.83 FEET; TO THE POINT OF BEGINNING.

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

PARCEL C

A PORTION OF TRACTS 1 THROUGH 16, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 31 AND PROCEED N 00°16'19"W, ALONG THE WEST BOUNDARY OF THE NORTHEAST ¼ OF SAID SECTION 31, A DISTANCE OF 1308.22 FEET; THENCE S 89°15'46" W, A DISTANCE OF 32.12 FEET TO A POINT OF INTERSECTION OF NORTH 30.00 FOOT PLATTED RIGHT OF WAY AND THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING: THENCE S 89°15'46" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1291.75 FEET; THENCE S 89°02'19" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 16, A DISTANCE OF 1547.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 16; THENCE N 00°19'20" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 1 AND 16, A DISTANCE OF 1285.53 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1 SAID NORTHWEST CORNER LYING 15.00 FEET SOUTH AND 15.00 FEET EAST OF THE NORTHWEST CORNER OF THE NW ¼ OF SAID SECTION 31 ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE N 88°48'00" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 1 THROUGH 4, A DISTANCE OF 1548.12 FEET: THENCE N 88°50'05" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 5 THROUGH 8, A DISTANCE OF 1309.25 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY MAINTAINED RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THIRTEEN (13) COURSES (1) S 00°16'04" E, A DISTANCE OF 52.50 FEET; (2) S 01°12'54" W, A DISTANCE OF 101.55 FEET; (3) S 00°02'35" E, A DISTANCE OF 168.91 FEET; (4) S 07°21'12" E, A DISTANCE OF 26.80 FEET: (5) S 01°16'36" W, A DISTANCE OF 197.08 FEET: (6) S 00°36'22" E, A DISTANCE OF 84.70 FEET: (7) S 00°13'16" W, A DISTANCE OF 102.33 FEET: (8) S 01°26'47" W, A DISTANCE OF 102.68 FEET: (9) S 00°21'34" W, A DISTANCE OF 104.81 FEET: (10) S 00°58'11" W, A DISTANCE OF 101.55 FEET: (11) S 00°24'40" E, A DISTANCE OF 105.34 FEET: (12) S 01°49'51" W, A DISTANCE OF 135.10 FEET: (13) S 00°30'33" W, A DISTANCE OF 19.05 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 3,683,359 SQUARE FEET, OR 84.58 ACRES, MORE OR LESS.

PARCEL D

TRACTS 17 THROUGH 20 AND TRACTS 29 THROUGH 32, MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SW ¼ OF SAID SECTION 30 AND PROCEED N 88°48'00" E, ALONG THE SOUTH BOUNDARY OF THE SW ¼ OF SAID SECTION 30, A DISTANCE OF 15.00 FEET; THENCE N 00°12'41" W, 15.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 32 AND THE POINT OF BEGINNING: THENCE N 00°06'26" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 17 AND 32, A DISTANCE OF 1294.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD AND THE NORTHWEST CORNER OF SAID TRACT 17; THENCE N 88°51'21" E, ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID TRACTS 17 THROUGH 20, A DISTANCE OF 1547.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20: THENCE S 00°08'32" E,

ALONG THE EAST BOUNDARY OF SAID TRACTS 20 AND 29, A DISTANCE OF 1292.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 29 AND A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE; THENCE S 88°48'00" W, ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH BOUNDARY OF SAID TRACTS 29 THROUGH 32, A DISTANCE OF 1548.12 FEET; TO THE POINT OF BEGINNING. THE ABOVE PARCEL CONTAINING 2,001,318 SQUARE FEET, OR 45.94 ACRES, MORE OR LESS.

PARCEL E

A PORTION OF TRACTS 19 THROUGH 30 IN THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY AND A PORTION OF TRACTS 5 THROUGH 13 IN THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHWEST ¼ OF SECTION 31, TOWNSHP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 30 AND PROCEED S 00°04'10" E, ALONG THE EAST BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 30, A DISTANCE OF 42.32 FEET; THENCE S 88°41'01"W, A DISTANCE OF 16.04 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE S 88°41'01" W, A DISTANCE OF 390.47 FEET; THENCE S 00°10'11" E, A DISTANCE OF 1232.51 FEET; THENCE N 88°49'37" E, A DISTANCE OF 388.70 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°02'32" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED ROAD; THENCE S 88°50'42" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 9 THROUGH 13 AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1411.55 FEET; THENCE N 33°21'44" E, A DISTANCE OF 183.55 FEET; THENCE N 33°19'35" E, A DISTANCE OF 600.67 FEET; THENCE N 05°35'09" E, A DISTANCE OF 501.02 FEET; THENCE N 41°26'25" W, A DISTANCE OF 195.12 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°16'32" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 79.88 FEET TO THE NORTHWEST CORNER OF SAID TRACT 6 AND THE SOUTHWEST CORNER OF VACATED 30.00 FOOT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3042, PAGE 1109 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N 00°06'50" W, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 27 AND THE NORTHWEST CORNER OF SAID VACATED 30.00 FOOT RIGHT OF WAY; THENCE S 88°49'34" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 28 THROUGH 30 AND THE NORTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY, A DISTANCE OF 1112.83 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 30; THENCE N 00°05'19" W, ALONG THE WEST BOUNDARY OF SAID TRACTS 19 AND 30, A DISTANCE OF 968.85 FEET; THENCE N 89°00'18" E, A DISTANCE OF 780.76 FEET TO A POINT ON THE EAST BOUNDARY OF SAID TRACT 20; THENCE N 00°06'28" W, ALONG THE EAST BOUNDARY OF SAID TRACT 20, A DISTANCE OF 322.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 20 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF A 30.00 FOOT PLATTED RIGHT OF WAY; THENCE N 88°58'52" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 21 THROUGH 24 AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1301.50 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 01°01'03" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 31.84 FEET; THENCE S 89°13'55" W, A DISTANCE OF 383.17 FEET; THENCE S 00°07'48" E, A DISTANCE OF 613.85 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 23; THENCE N 89°09'08" E, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 23 AND 24, A DISTANCE OF 392.58 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD; THENCE S 00°01'28" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.85 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID VACATED 30.00 FOOT ROAD; THENCE S 00°05'26" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 59.98 FEET; TO THE POINT OF BEGINNING. THE ABOVE PARCEL CONTAINING 3,147,981 SQUARE FEET, OR 72.27 ACRES, MORE OR LESS.

PARCEL F

A PORTION OF TRACTS 30 THROUGH 32 OF MAP OF FLORIDA DEVELOPMENT COMPANY TRACT LYING IN THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 30 AND PROCEED N 00°06'45" E, ALONG THE WEST BOUNDARY OF THE NORTHEAST ¼ OF SAID SECTION 30, A DISTANCE OF 18.24 FEET; THENCE N 89°43'18" E, A DISTANCE OF 24.13 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FDC GROVE ROAD PER POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 18, PAGE 43 AND THE POINT OF BEGINNING; THENCE N 00°26'25" W, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 640.49 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT 32; THENCE N 88°41'30" E, ALONG THE NORTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 970.79 FEET TO THE NORTHEAST CORNER OF SAID TRACT 30; THENCE S 00°04'16" E, ALONG THE EAST BOUNDARY OF SAID TRACT 30, A DISTANCE OF 643.81 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 30; THENCE S 88°53'02" W, ALONG THE SOUTH BOUNDARY OF SAID TRACTS 30 THROUGH 32, A DISTANCE OF 966.59 FEET TO THE POINT OF BEGINNING.

WYNNSTONE PARCELS

A PORTION OF LAND IN THE WEST 1/2 OF SECTION 19 AND THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SUNSET RIDGE PHASE 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 126, PAGES 36 THROUGH 41, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SUNSET RIDGE PHASE 2, THE FOLLOWING THREE (3) COURSES: 1) N 89°10'03" E A DISTANCE OF 1061.38 FEET: 2) S 00°10'59" E A DISTANCE OF 150.01 FEET; 3) N 89°06'55" E A DISTANCE OF 458.47 FEET TO THE NORTHWEST CORNER OF PART 1 OF NATURES PRESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 162, PAGES 47 THROUGH 49, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF, S 00°20'04" E A DISTANCE OF 675.94 FEET; THENCE N 89°07'01" E A DISTANCE OF 662.09 FEET TO THE NORTHWEST CORNER OF PART 2, OF SAID NATURES PRESERVE PHASE 1, THENCE ALONG SAID WESTERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF, S 00°21'36" E A DISTANCE OF 1292.86 FEET; THENCE S 89°03'33" W A DISTANCE OF 331.34 FEET: THENCE S 00°20'54" E A DISTANCE OF 1326.13 FEET; THENCE S 89°06'36" W A DISTANCE OF 331.55 FEET: THENCE S 00°20'19" E A DISTANCE OF 1325.84 FEET; THENCE S 00°12'46" E A DISTANCE OF 30.00 FEET: THENCE S 00°05'13" E A DISTANCE OF 645.14 FEET; THENCE S 89°05'30" W A DISTANCE OF 779.49 FEET: THENCE N 00°06'38" E A DISTANCE OF 676.07 FEET; THENCE S 89°09'38" W A DISTANCE OF 764.88 FEET: THENCE N 00°03'41" W A DISTANCE OF 2619.11 FEET; THENCE N 00°04'02" W A DISTANCE OF 30.01 FEET: THENCE N 00°04'22" W A DISTANCE OF 2122.10 FEET TO THE POINT OF BEGINNING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESS OUT

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

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

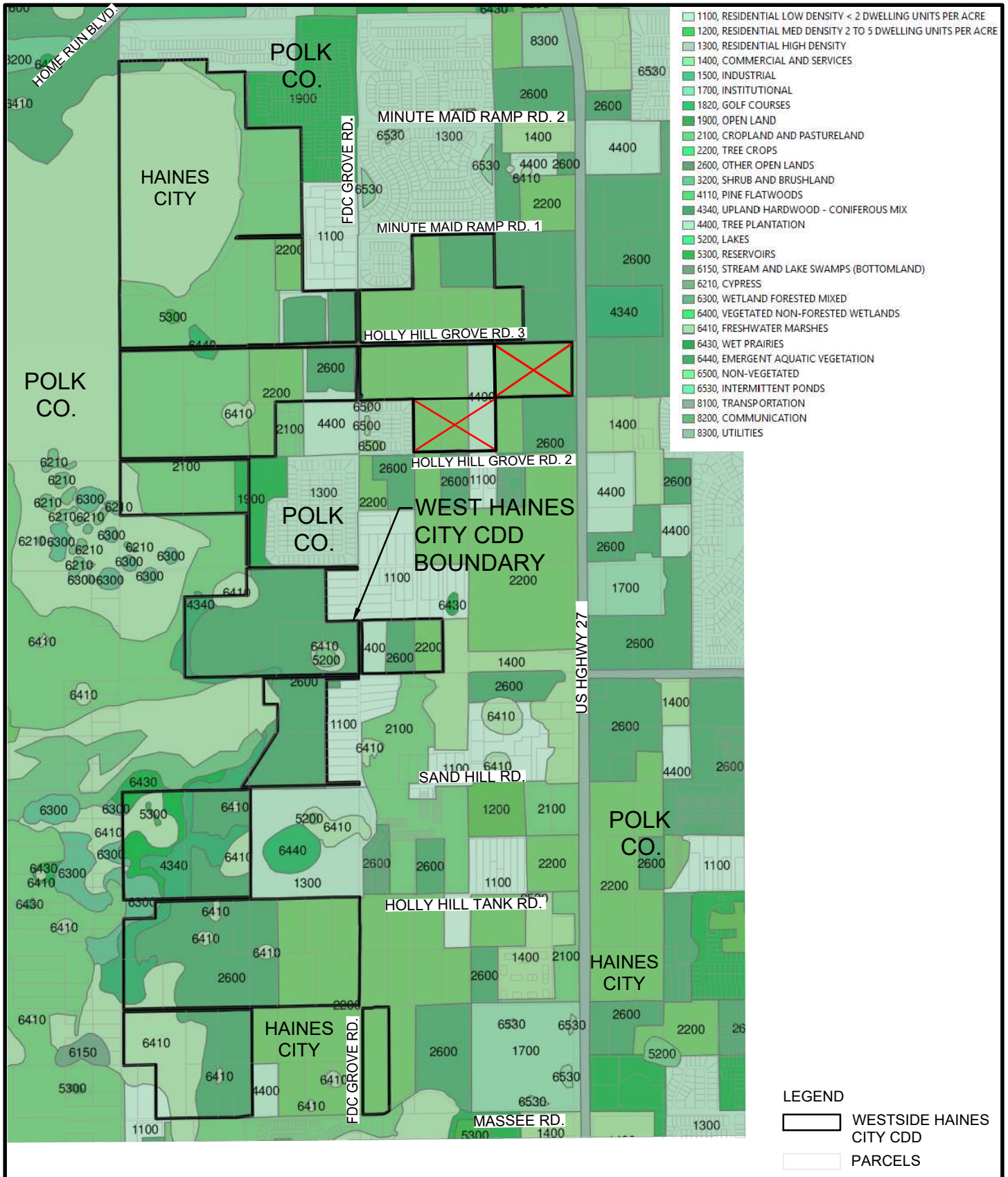
LESS OUT

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

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 28, RUN THENCE ALONG THE EAST BOUNDARY THEREOF, S.00°18'30"E., A DISTANCE OF 636.29 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF HOLLY HILL

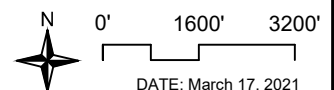
GROVE ROAD 2, PER MAP BOOK 22, PAGES 1 THROUGH 7, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) S.88°40'49"W., A DISTANCE OF 13.76 FEET; 2) S.87°34'32"W., A DISTANCE OF 110.73 FEET; 3) S.87°59'33"W., A DISTANCE OF 207.44 FEET; 4) N.87°51'09"W., A DISTANCE OF 118.81 FEET; 5) S.88°50'51"W., A DISTANCE OF 326.26 FEET; 6) S.89°40'20"W., A DISTANCE OF 202.13 FEET; 7) S.88°29'07"W., A DISTANCE OF 12.51 FEET TO THE SOUTHEAST CORNER OF COUNTRY WALK ESTATES, AS RECORDED IN PLAT BOOK 155, PAGES 37 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY, OF SAID COUNTY WALK ESTATES N.00°21'09"W., A DISTANCE OF 631.43 FEET; THENCE N.88°48'08"E., A DISTANCE OF 991.93 FEET TO THE POINT OF BEGINNING.
CONTAINING 14.481 ACRES, MORE OR LESS.

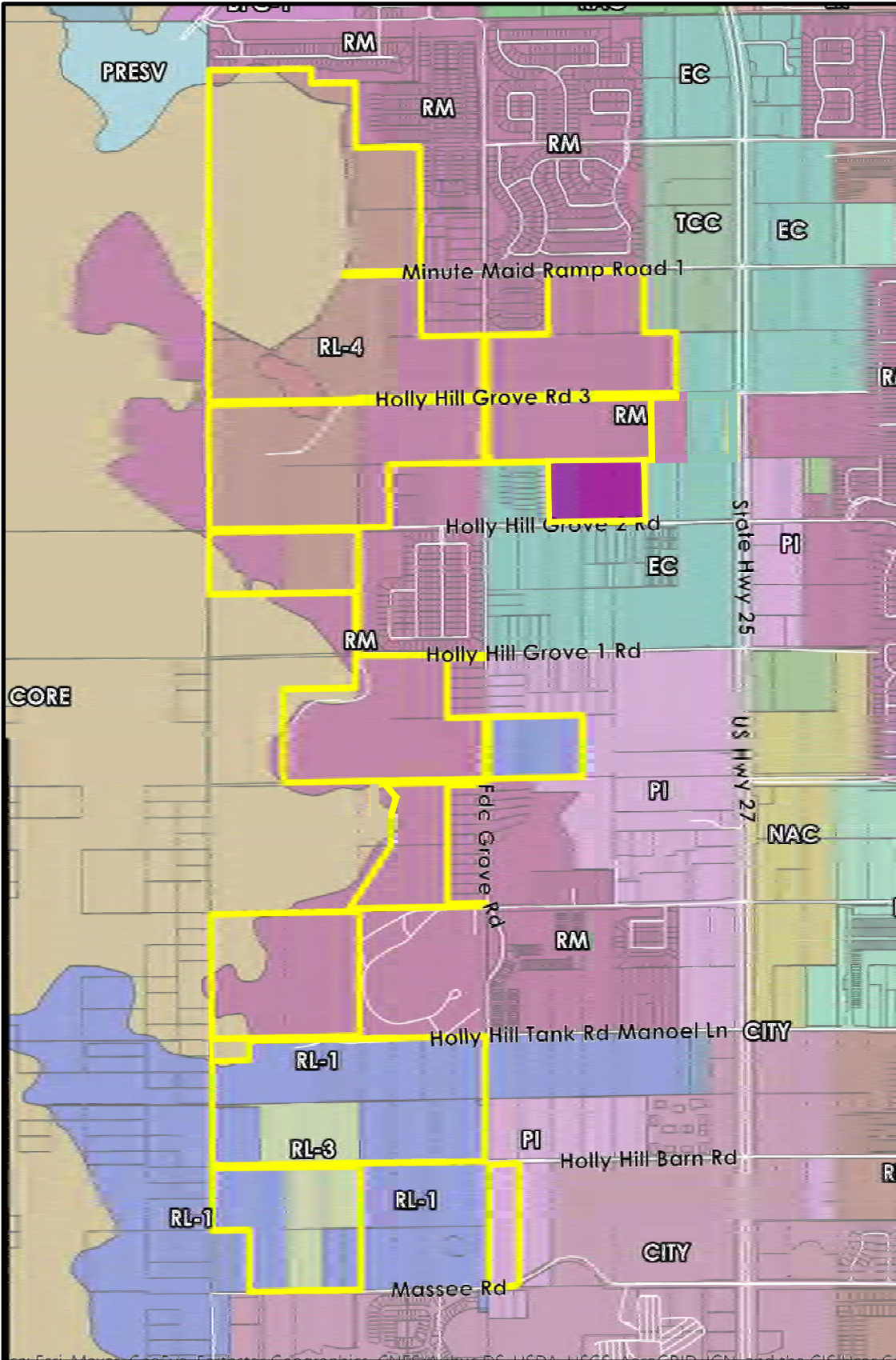
ALTOGETHER CONTAINING 595.10± ACRES



SECTS 19, 30 & 31,
T26S, R27E

EXHIBIT 4 - EXSITING LAND USE WESTSIDE HAINES CITY CDD





POLK COUNTY - FUTURE LAND USE

- BPC-1
- BPC-2
- CITY
- CORE
- EC
- INST-1
- LAKES
- LCC
- LR
- NAC
- PI
- PRESV
- RAC
- RH
- RL-1
- RL-3
- RL-4
- RM

LEGEND

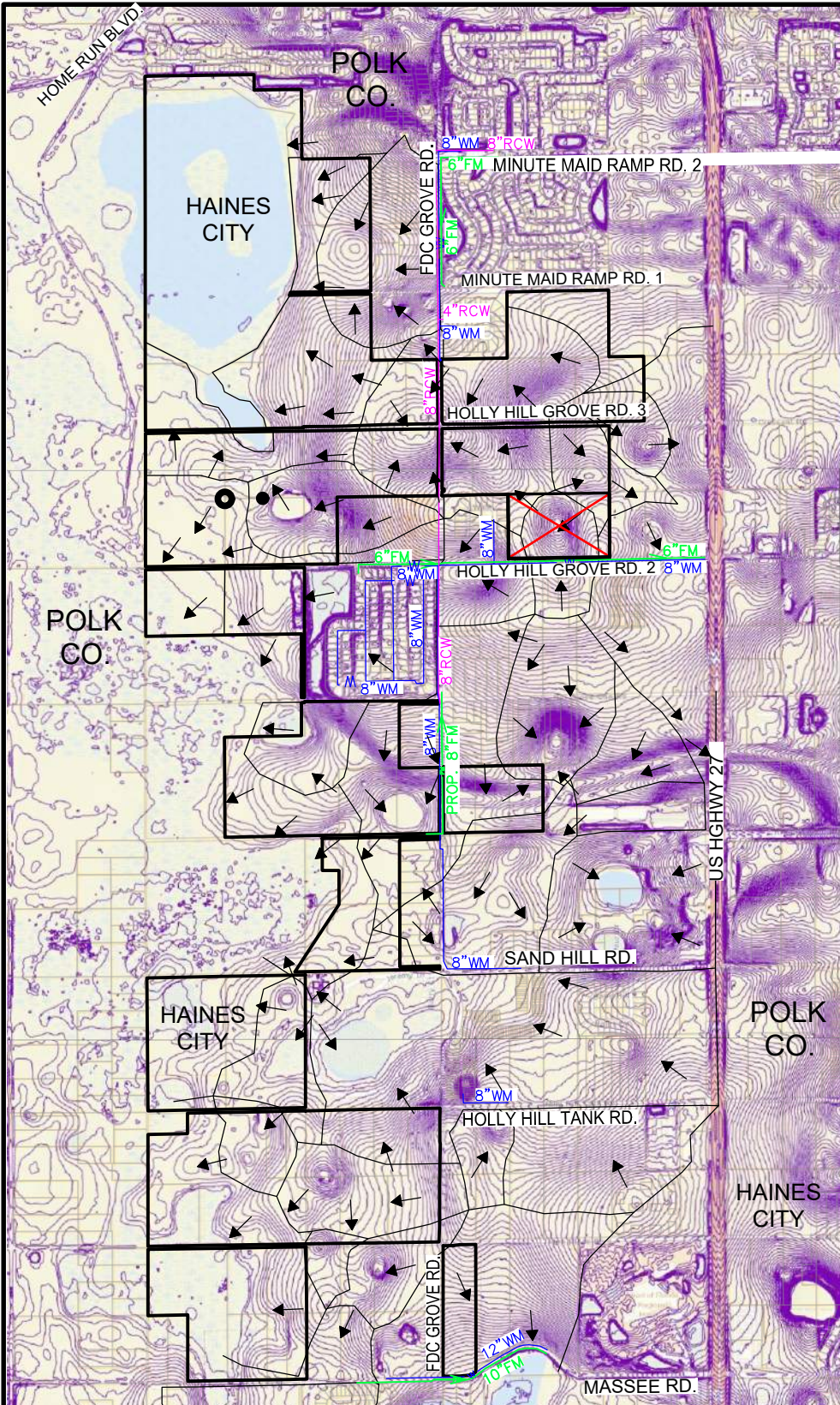
- WESTSIDE HAINES CITY CDD
- CDD CONTRACTION

SECTS 19, 30 & 31,
T26S, R27E








EXHIBIT 5 - FUTURE LAND USE WESTSIDE HAINES CITY CDD

APPROX. CDD BOUNDARY
AREA 595.10± AC.





LEGEND

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

NOTE:
CONTOUR INFORMATION PER POLK COUNTY LIDAR GIS DATABASE.

SECTS 19, 30 & 31,
T26S, R27E

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

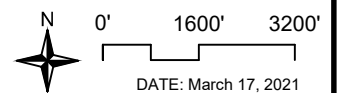


Exhibit 7 - Summary of Probable Cost

	Brentwood Townhomes				Cascades Single Family			Wynnstone Single Family		
	Phase 1 (226 Lots)	Phase 2 (124 Lots)	Phase 3 (122 Lots)	Phase 4/5 (290 Lots)	Phase 1 (597 Lots)	Phase 2 (74 Lots)	Phase 3 (344 Lots)	Phase 1 (503 Lots)	Phase 2 (233 Lots)	Total (2,513 Lots)
<u>Infrastructure</u>	<u>2021-2023</u>	<u>2023-2024</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2021-2024</u>	<u>2021-2024</u>	<u>2023-2025</u>	<u>2024-2025</u>	<u>2025-2026</u>	
Assessment Area	1	2	2	3	1	1	2	3	4	
Offsite Improvements ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽¹¹⁾	\$970,000	\$200,000	\$0	\$250,000	\$4,000,000	\$500,000	\$800,000	\$2,500,000	\$1,562,500	\$10,782,500
Stormwater Management ⁽¹⁾⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾⁽⁷⁾	\$1,284,390	\$1,103,340	\$1,461,713	\$4,482,699	\$2,835,625	\$450,000	\$3,837,500	\$1,300,000	\$2,578,125	\$19,333,391
Utilities (Water, Sewer, & Street Lighting) ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽⁹⁾⁽¹¹⁾	\$1,169,820	\$1,004,920	\$1,331,325	\$4,082,835	\$2,731,250	\$450,000	\$3,637,500	\$1,265,000	\$2,515,625	\$18,188,275
Roadway ⁽¹⁾⁽⁴⁾⁽⁵⁾⁽⁷⁾	\$560,790	\$481,740	\$638,213	\$1,957,234	\$1,365,625	\$265,000	\$2,166,125	\$560,000	\$1,500,000	\$9,494,726
Entry Feature ⁽¹⁾⁽⁷⁾⁽⁸⁾⁽⁹⁾⁽¹¹⁾	\$100,000	\$0	\$200,000	\$125,000	\$750,000	\$0	\$250,000	\$250,000	\$156,250	\$1,831,250
Parks and Amenities ⁽¹⁾⁽⁷⁾⁽¹¹⁾	\$1,000,000	\$0	\$0	\$1,250,000	\$1,750,000	\$0	\$750,000	\$1,000,000	\$312,500	\$6,062,500
Contingency ⁽¹¹⁾	\$565,000	\$310,000	\$381,250	\$1,020,000	\$1,492,500	\$185,000	\$1,600,000	\$750,000	\$250,000	\$6,553,750
TOTAL	\$5,650,000	\$3,100,000	\$4,012,500	\$13,167,768	\$14,925,000	\$1,850,000	\$13,041,125	\$7,625,000	\$8,875,000	\$72,246,393

Notes:

- Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.
- Excludes grading of each lot in conjunction with home construction, which will be provided by home builder.
- Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
- Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
- Includes subdivision infrastructure and civil/site engineering.
- Stormwater does not include grading associated with building pads.
- Estimates are based on 2023 cost.
- Includes entry features, signage, hardscape, landscape, irrigation and fencing.
- CDD will enter into a Lighting Agreement with Duke Energy for the streetlight poles and lighting service. Includes only the cost of undergrounding.
- Estimates based on 2,513 lots.
- The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).

**Exhibit 8
Summary of Proposed District Facilities**

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

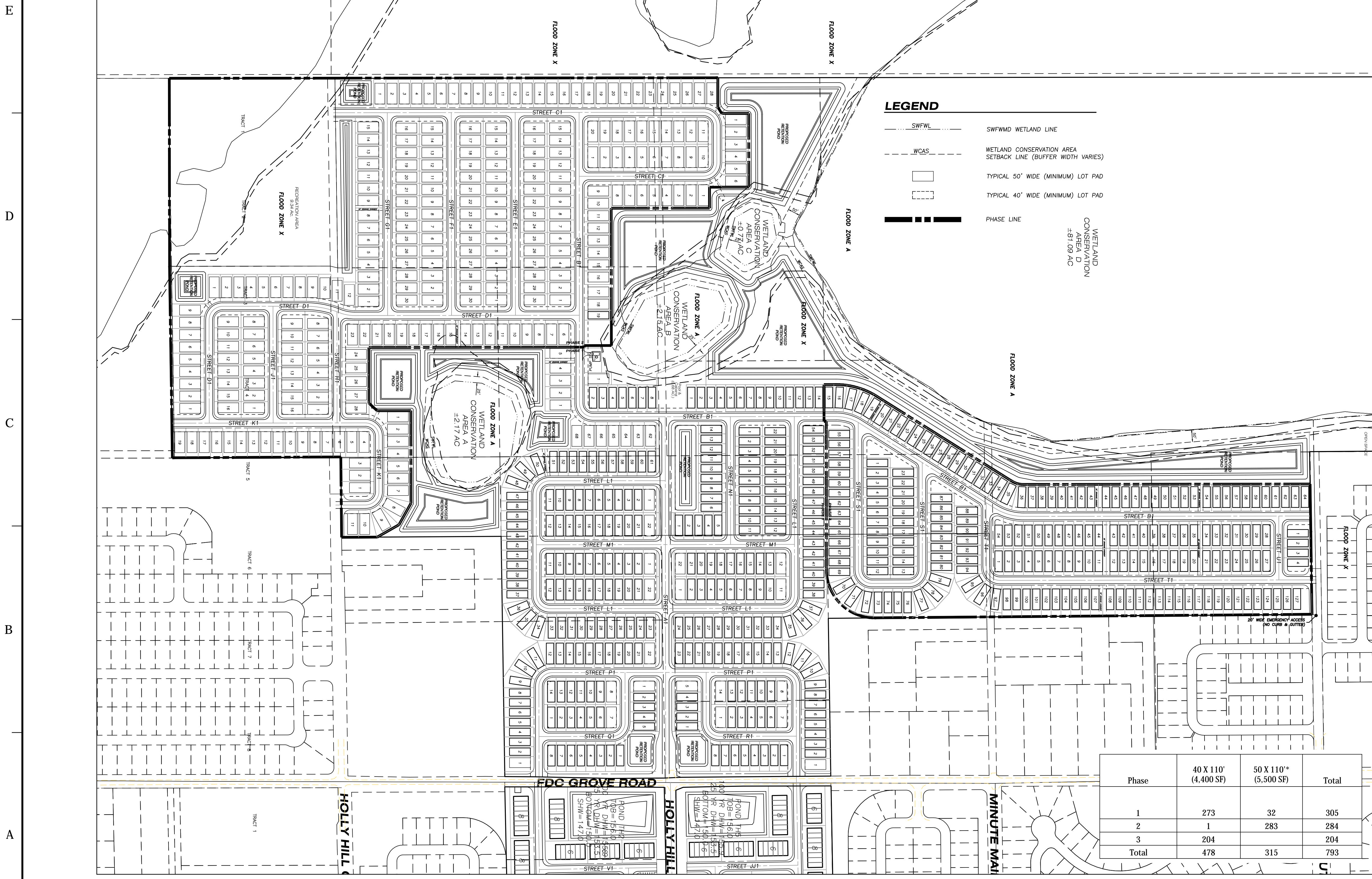
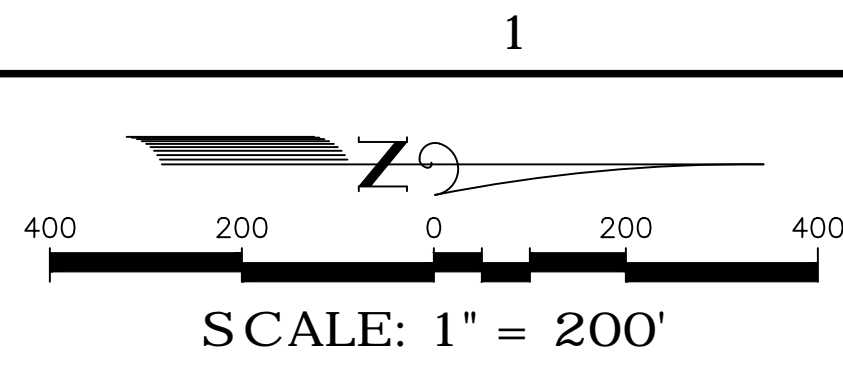
*Costs not funded by bonds will be funded by the developer

** District will fund incremental cost of undergrounding of electrical conduit

***District will fund street lighting maintenance services with funds other than tax-exempt bonds

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

EXHIBIT 9



LEGEND

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

WETLAND CONSERVATION AREA D 581.09 AC

WETLAND CONSERVATION AREA C 40.77 AC

WETLAND CONSERVATION AREA B 21.8 AC

WETLAND CONSERVATION AREA A 217.7 AC

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

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

WESTSIDE HAINES
 CITY CDD
 HAINES CITY, FL

SEAL

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION

REVISIONS

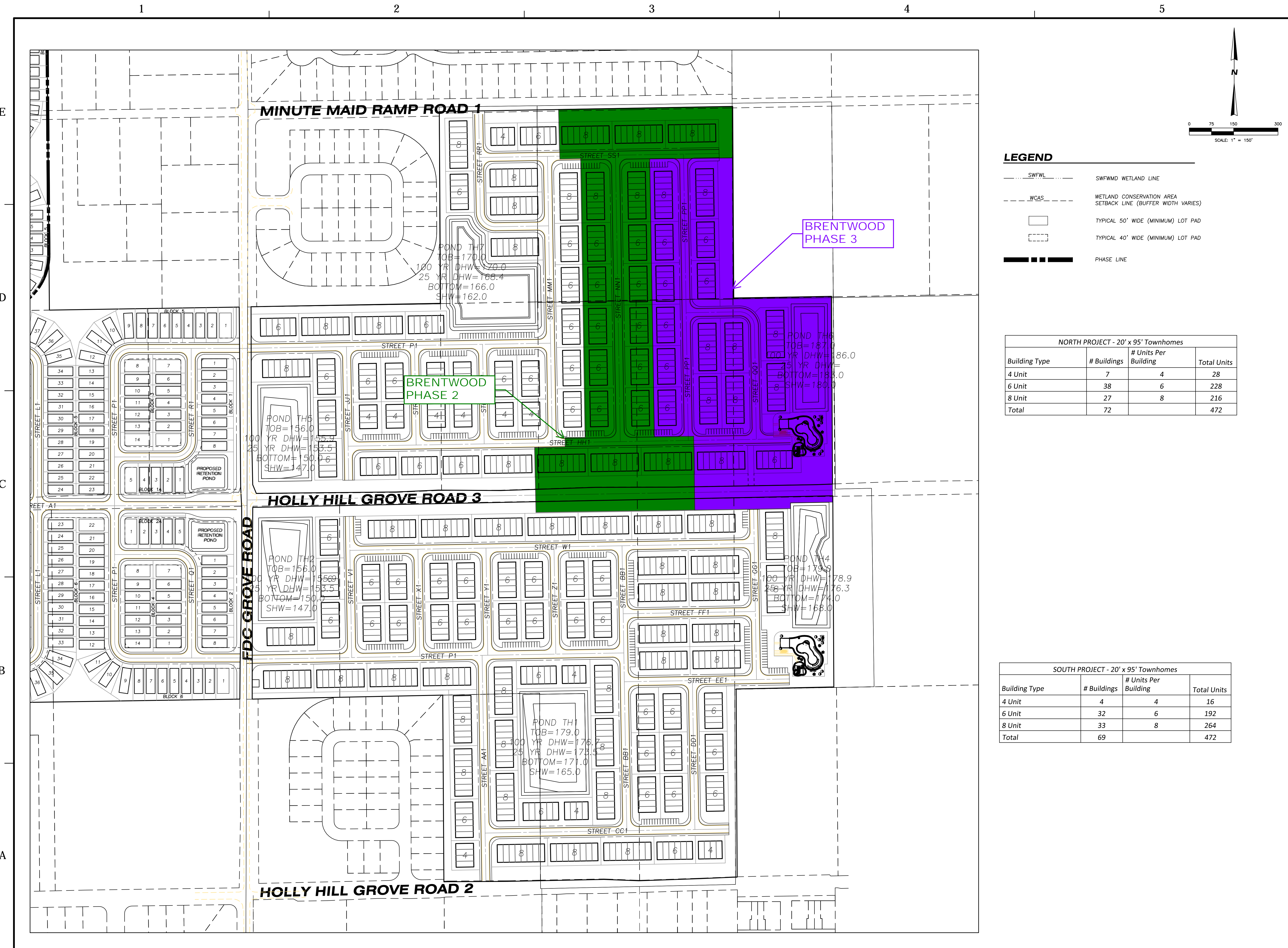
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 APPROVED BY: RM
 CHECKED BY: RM
 DATE: 03/22/21

TITLE

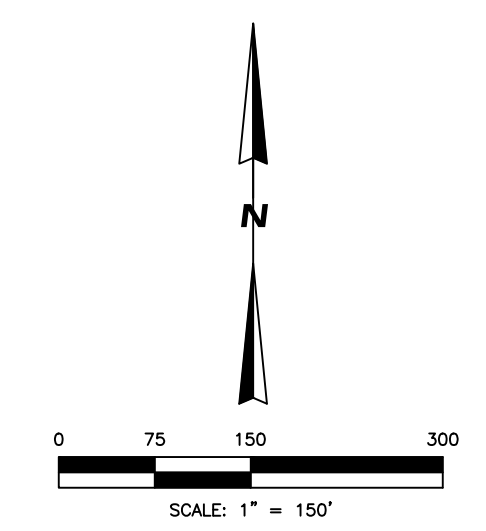
WYNNSTONE

PROJECT NO. 50137547

EXHIBIT 9



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



LEGEND

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

NORTH PROJECT - 20' x 95' Townhomes

Building Type	# Buildings	# Units Per Building	Total Units
4 Unit	7	4	28
6 Unit	38	6	228
8 Unit	27	8	216
Total	72		472

SOUTH PROJECT - 20' x 95' Townhomes

Building Type	# Buildings	# Units Per Building	Total Units
4 Unit	4	4	16
6 Unit	32	6	192
8 Unit	33	8	264
Total	69		472

WESTSIDE HAINES
 CITY CDD
 HAINES CITY, FL

SEAL

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION

REVISIONS

DRAWN BY: MJB

APPROVED BY: RM

CHECKED BY: RM

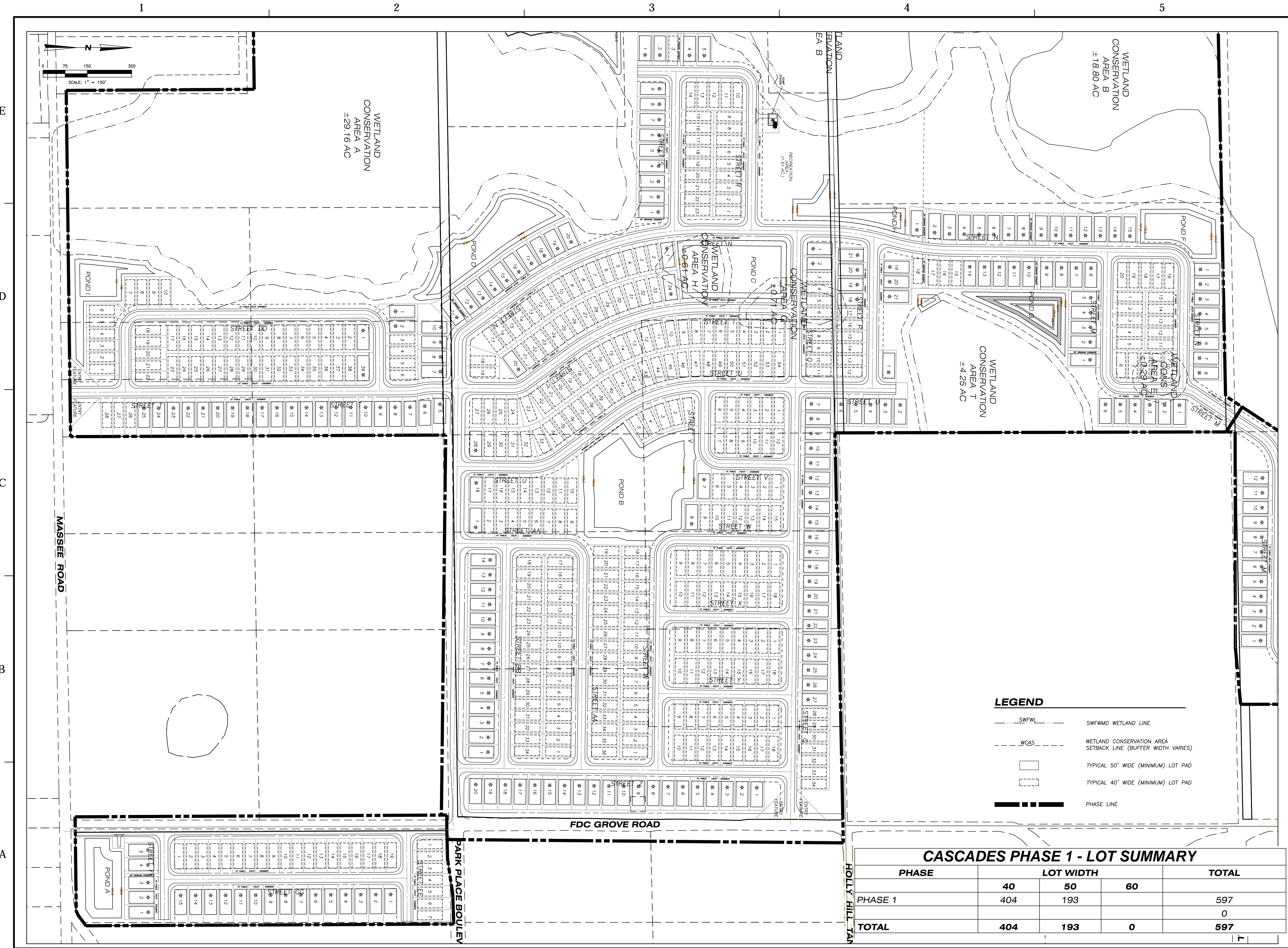
DATE: 03/22/21

TITLE

BRENTWOOD

PROJECT NO. 50137547

EXHIBIT 9



CASCADES PHASE 1 - LOT SUMMARY				
PHASE	LOT WIDTH			TOTAL
	40	50	60	
PHASE 1	404	193		597
			0	0
TOTAL	404	193	0	597

Dewberry
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WESTSIDE HAINES
 CITY CDD
 HAINES CITY, FL

SEAL

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION

REVISIONS

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

CASCADES PHASE 1

PROJECT NO. 50137547

3 OF 4

SHEET NO.

SECTION X

SECTION B

SECTION 1



Sent Via Email: jburns@gmscfl.com

April 2, 2024

Ms. Jillian Burns
 District Manager
 Westside Haines City Community Development District
 c/o Governmental Management Services
 219 East Livingston Street
 Orlando, Florida 32801

**Subject: Work Authorization Number 2024-2
 Westside Haines City Community Development District
 Annual Engineer’s Report 2024**

Dear Ms. Burns:

Dewberry Engineers Inc. (Engineer) is pleased to submit this Work Authorization to provide professional consulting engineering services for the Westside Haines City Community Development District (CDD). We will provide these services pursuant to our current agreement (“District Engineering Agreement”) as follows:

I. Scope of Work

We will provide the Annual Engineer’s Report for the CDD as required by the Trust Indenture for this fiscal year. The report will address the requirements as detailed in Section 9.21 of the Trust.

II. Fees

The CDD will compensate the Engineer pursuant to the hourly rate schedule contained in the District Engineering Agreement. We estimate a budget in the amount of \$4,500, plus other direct costs. The CDD will reimburse the Engineer all direct costs, which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

Thank you for considering Dewberry. We look forward to helping you create a quality project.

Sincerely,

APPROVED AND ACCEPTED



Rey Malavé, P.E.
 Dewberry Engineers Inc.
 Associate Vice President

By: _____
 Authorized Representative of
 Westside Haines City
 Community Development District

 April 2, 2024
 Date

 Date

STANDARD HOURLY BILLING RATE SCHEDULE
Professional/Technical/Construction/Surveying Services

LABOR CLASSIFICATION	HOURLY RATES
Professional	
Engineer I, II, III	\$115.00, \$135.00, \$155.00
Engineer IV, V, VI	\$170.00, \$195.00, \$225.00
Engineer VII, VIII, IX	\$250.00, \$275.00, \$305.00
Environmental Specialist I, II, III	\$105.00, \$125.00, \$150.00
Senior Environmental Scientist IV, V, VI	\$170.00, \$190.00, \$210.00
Planner I, II, III	\$105.00, \$125.00, \$150.00
Senior Planner IV, V, VI	\$170.00, \$190.00, \$210.00
Landscape Designer I, II, III	\$105.00, \$125.00, \$150.00
Senior Landscape Architect IV, V, VI	\$170.00, \$190.00, \$210.00
Principal	\$350.00
Technical	
CADD Technician I, II, III, IV, V	\$80.00, \$100.00, \$120.00, \$140.00, \$175.00
Designer I, II, III	\$110.00, \$135.00, \$160.00
Designer IV, V, VI	\$180.00, \$200.00, \$220.00
Construction	
Construction Professional I, II, III	\$125.00, \$155.00, \$185.00
Construction Professional IV, V, VI	\$215.00, \$240.00, \$285.00
Survey	
Surveyor I, II, III	\$68.00, \$83.00, \$98.00
Surveyor IV, V, VI	\$115.00, \$125.00, \$145.00
Surveyor VII, VIII, IX	\$160.00, \$190.00, \$235.00
Senior Surveyor IX	\$290.00
Fully Equipped 1, 2, 3 Person Field Crew	\$145.00, \$175.00, \$230.00
Administration	
Administrative Professional I, II, III, IV	\$70.00, \$95.00, \$115.00, \$145.00
Other Direct Costs (Printing, Postage, Etc.)	Cost + 15%

SECTION C



Westside Haines City CDD

Field Management Report



April 17th, 2024

Joel Blanco

Field Manager

GMS

Completed

Pond Review

- ✚ GMS staff has continued performing pond reviews throughout the district.
- ✚ Ponds appear to be free of algae blooms or spotted with treated algae blooms.
- ✚ Ponds appear to have less construction debris since last report.
- ✚ Pond plantings (pickerelweed, spike rushes, and edge grasses) appear to be thriving in several ponds where plantings are present.
- ✚ Landscaping surrounding the ponds and at dry ponds continues to look neat and tidy.



Completed

Landscaping Review

- ✚ GMS staff has reviewed the landscaping throughout the district.
- ✚ Several sabal palms and date palms at the entrances and frontage were identified as unhealthy. We reached out to the vendor for replacement under warranty with several sabal palms replaced and date palms pending installation.
- ✚ Landscaping beds remain neat, trimmed, and free of gopher mounds throughout the district.



Completed

Installation of the Iron Filtration System



- ✚ Vendor confirmed the installation of both iron filtration system at wells at Angels Fall Dr. and by FDC Grove Rd. entrance.
- ✚ Entrances and other irrigated areas where previous occurrence of rust were reviewed appear to be free of rust.
- ✚ Staff will continue to monitor during each site visit.

Conclusion

For any questions or comments regarding the above information, please contact me by phone at 786-238-9473, or by email at jblanco@gmscfl.com. Thank you.

Respectfully,

Joel Blanco

SECTION D

SECTION 1

Westside Haines City Community Development District

Summary of Check Register

February 24, 2024 to March 22, 2024

Bank	Date	Check No.'s		Amount
General Fund #4367				
	2/27/24	28-35	\$	302,482.79
	3/1/24	36	\$	1,769.50
	3/5/24	37	\$	14,058.00
	3/7/24	38	\$	69,000.00
	3/12/24	39-41	\$	15,629.94
	3/19/24	42-44	\$	127,617.37
	3/22/24	45-50	\$	431,018.37
		Total Amount	\$	961,575.97

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/27/24	00020	12/31/23	021941	202402	300	20700	10100			*	702.08		
			032 FR#1										
		1/31/24	022014	202402	300	20700	10100			*	803.32		
			032 BW FR#2						ABSOLUTE ENGINEERING INC			1,505.40	000028
2/27/24	00028	1/26/24	219501	202402	300	20700	10100			*	842.50		
			032 BW FR#2						HORNER ENVIRONMENTAL PROFESSIONAL			842.50	000029
2/27/24	00054	1/03/24	4955586	202402	300	20700	10100			*	690.13		
			032 FR#1						POLK COUNTY UTILITIES DIVISION			690.13	000030
2/27/24	00025	1/20/24	PAYAPP#2	202402	300	20700	10100			*	291,622.24		
			032 BW FR#2						QGS DEVELOPMENT, INC.			291,622.24	000031
2/27/24	00029	2/01/24	I2402023	202402	300	20700	10100			*	31.20		
			032 BW FR#2						STACY'S PRINTING			31.20	000032
2/27/24	00007	12/31/23	63	202312	320	53800	49000			*	981.00		
			REMOVE DEBRIS/CLEAN POND						GOVERNMENTAL MANAGEMENT SERVICES			981.00	000033
2/27/24	00054	2/19/24	224168JA	202401	320	53800	43200			*	5,835.32		
			PTBLE IR BIG SUR-JAN24						POLK COUNTY UTILITIES DIVISION			5,835.32	000034
2/27/24	00049	2/13/24	11737	202402	320	53800	49000			*	975.00		
			ADD DIRT/PINE BARK MULCH						PRINCE & SONS INC.			975.00	000035
3/01/24	00017	2/09/24	8747	202402	300	20700	10100			*	1,691.50		
			032 FR#3										
		2/09/24	8752	202402	300	20700	10100			*	78.00		
			032 FR#3						KILINSKI / VAN WYK, PLLC			1,769.50	000036
3/05/24	00050	12/01/23	25317	202312	330	53800	46200			*	4,686.00		
			LAND MAINT BRENT-DEC23										
		1/12/24	25331	202401	330	53800	46200			*	4,686.00		
			LAND MAINT BRENT-JAN24										
		2/28/24	26009	202402	330	53800	46200			*	4,686.00		
			LAND MAINT BRENT-FEB24						DUVAL LANDSCAPE MAINTENANCE			14,058.00	000037

WHCD WESTSIDE HAINES AGUZMAN

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/07/24	00019	1/01/23	1480	202403	300	20700	10100			*	3,000.00		
			031 BW FR#55										
		1/01/24	1481	202403	300	20700	10100			*	66,000.00		
			031 FR#36										
GLK REAL ESTATE LLC												69,000.00	000038
3/12/24	00057	2/28/24	17370	202402	320	53800	47000			*	175.00		
			POND MAINTENANCE-FEB24										
AQUATIC WEED MANAGEMENT, INC.												175.00	000039
3/12/24	00007	1/31/24	69	202401	320	53800	49000			*	760.00		
			APP GOPHER SCRAM/TRASH										
		3/01/24	64	202403	310	51300	34000			*	3,246.25		
			MANAGEMENT FEES-MAR24										
		3/01/24	64	202403	310	51300	35200			*	100.00		
			WEBSITE MANAGEMENT-MAR24										
		3/01/24	64	202403	310	51300	35100			*	150.00		
			INFORMATION TECH-MAR24										
		3/01/24	64	202403	310	51300	31300			*	416.67		
			DISSEMINATION SVCS-MAR24										
		3/01/24	64	202403	310	51300	51000			*	5.72		
			OFFICE SUPPLIES-MAR24										
		3/01/24	64	202403	310	51300	42000			*	62.49		
			POSTAGE-MAR24										
		3/01/24	65	202403	330	53800	12000			*	625.00		
			FIELD MGMT BRENT-MAR24										
		3/01/24	66	202403	320	53800	12000			*	833.33		
			FIELD MGMT CASCADE-MAR24										
GOVERNMENTAL MANAGEMENT SERVICES												6,199.46	000040
3/12/24	00049	2/29/24	11995	202402	320	53800	47300			*	450.48		
			FIX MAINLINE/WIRES/VALVE										
		3/01/24	11961	202403	320	53800	46200			*	8,805.00		
			LANDSCAPE MAINT CAS-MAR24										
PRINCE & SONS INC.												9,255.48	000041
3/19/24	00058	1/03/24	01032024	202401	310	51300	42000			*	328.59		
			FY23 MAIL TAX NOTICE										
JOE G. TEDDER, TAX COLLECTOR												328.59	000042
3/19/24	00017	3/15/24	9022	202402	310	51300	31500			*	10,082.02		
			ATTORNEY SVCS-FEB24										
KILINSKI / VAN WYK, PLLC												10,082.02	000043
3/19/24	00042	3/19/24	03192024	202403	300	20700	10000			*	117,206.76		
			ASSESSMENT TRANSFER S2021										
WESTSIDE HAINES CITY C/O US BANK												117,206.76	000044
WHCD WESTSIDE HAINES AGUZMAN													

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/22/24	00022	2/05/24	CHANGEOR 032 BW FR#4	202403	300	20700	10100		COUNTY MATERIALS CORP	*	73,152.00		
		2/08/24	CHANGEOR 032 BW FR#4	202403	300	20700	10100			*	10,800.00		
											83,952.00	000045	
3/22/24	00018	2/05/24	CHANGEOR 032 BW FR#4	202403	300	20700	10100		FORTILINE WATERWORKS INC	*	130,697.96		
		2/08/24	CHANGEOR 032 BW FR#4	202403	300	20700	10100			*	11,385.00		
											142,082.96	000046	
3/22/24	00028	2/29/24	219602 032 BW FR#5	202403	300	20700	10100		HORNER ENVIRONMENTAL PROFESSIONAL	*	8,968.36		
											8,968.36	000047	
3/22/24	00025	2/20/24	24728100 032 BW FR#4	202403	300	20700	10100		QGS DEVELOPMENT, INC.	*	72,799.55		
											72,799.55	000048	
3/22/24	00043	11/30/23	34655 032 BW FR#5	202403	300	20700	10100		QUALITY BY DESIGN, INC.	*	31,746.50		
											31,746.50	000049	
3/22/24	00059	2/05/24	CHANGEOR 032 BW FR#4	202403	300	20700	10100		QUALITY PRECAST SOLUTIONS, LLC	*	37,098.00		
		2/05/24	CHANGEOR 032 BW FR#4	202403	300	20700	10100			*	26,786.00		
		2/20/24	CHANGEOR 032 BW FR#4	202403	300	20700	10100			*	21,767.00		
		2/23/24	CHANGEOR 032 BW FR#4	202403	300	20700	10100			*	5,818.00		
											91,469.00	000050	
TOTAL FOR BANK B											961,575.97		
TOTAL FOR REGISTER											961,575.97		

WHCD WESTSIDE HAINES AGUZMAN

SECTION 2

Westside Haines City
Community Development District

Unaudited Financial Reporting
February 29, 2024



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1	<u>Balance Sheet</u>
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8	<u>Series 2024 Capital Projects Fund</u>
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13	<u>Assessment Receipt Schedule</u>

Westside Haines City
Community Development District
Combined Balance Sheet
February 29, 2024

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account - #27	\$ 513,797	\$ -	\$ -	\$ 513,797
Operating Account - #43	\$ 874,934	\$ -	\$ -	\$ 874,934
Investments:				
Series 2021				
Reserve	\$ -	\$ 548,975	\$ -	\$ 548,975
Revenue	\$ -	\$ 947,560	\$ -	\$ 947,560
Construction - Cascades Phase 1 & 2	\$ -	\$ -	\$ 36,520	\$ 36,520
Construction - Brentwood Phase 1	\$ -	\$ -	\$ 157	\$ 157
Due From Developer	\$ 354	\$ -	\$ 69,000	\$ 69,354
Due From General Fund	\$ -	\$ 117,207	\$ -	\$ 117,207
Total Assets	\$ 1,389,085	\$ 1,613,742	\$ 105,677	\$ 3,108,504
Liabilities:				
Accounts Payable	\$ 27,624	\$ -	\$ -	\$ 27,624
Contracts Payable	\$ -	\$ -	\$ 70,384	\$ 70,384
Due to Debt Service	\$ 117,207	\$ -	\$ -	\$ 117,207
Total Liabilities	\$ 144,830	\$ -	\$ 70,384	\$ 215,214
Fund Balance:				
Restricted for:				
Debt Service - Series 2021	\$ -	\$ 1,613,742	\$ -	\$ 1,613,742
Capital Projects - Series 2021	\$ -	\$ -	\$ 35,294	\$ 35,294
Unassigned	\$ 1,244,254	\$ -	\$ -	\$ 1,244,254
Total Fund Balances	\$ 1,244,254	\$ 1,613,742	\$ 35,294	\$ 2,893,290
Total Liabilities & Fund Balance	\$ 1,389,085	\$ 1,613,742	\$ 105,677	\$ 3,108,504

Westside Haines City

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 29, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/29/24	Thru 02/29/24	Variance
Revenues:				
Assessments - Tax Roll	\$ 762,450	\$ 683,673	\$ 683,673	\$ -
Assessments - Lot Closing	\$ -	\$ -	\$ 36,088	\$ 36,088
Developer Contributions	\$ 230,836	\$ 2,975	\$ 2,975	\$ -
Boundary Amendment Contributions	\$ -	\$ -	\$ 5,704	\$ 5,704
Total Revenues	\$ 993,286	\$ 686,648	\$ 728,440	\$ 41,792
Expenditures:				
<i>General & Administrative:</i>				
Supervisor Fees	\$ 12,000	\$ 5,000	\$ 5,000	\$ -
Engineering	\$ 15,000	\$ 6,250	\$ 10,620	\$ (4,370)
Attorney	\$ 25,000	\$ 10,417	\$ 23,529	\$ (13,113)
Annual Audit	\$ 5,500	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 1,350	\$ -	\$ -	\$ -
Dissemination	\$ 7,000	\$ 2,917	\$ 2,083	\$ 833
Trustee Fees	\$ 12,000	\$ -	\$ -	\$ -
Management Fees	\$ 38,955	\$ 16,231	\$ 16,231	\$ -
Information Technology	\$ 1,800	\$ 750	\$ 750	\$ -
Website Maintenance	\$ 1,200	\$ 500	\$ 500	\$ -
Postage & Delivery	\$ 1,000	\$ 417	\$ 584	\$ (167)
Insurance	\$ 5,913	\$ 5,913	\$ 5,785	\$ 128
Copies	\$ 1,000	\$ 417	\$ -	\$ 417
Legal Advertising	\$ 10,000	\$ 4,167	\$ 2,479	\$ 1,688
Other Current Charges	\$ 5,268	\$ 2,195	\$ 398	\$ 1,797
Boundary Amendment	\$ -	\$ -	\$ 2,176	\$ (2,176)
Office Supplies	\$ 625	\$ 260	\$ 18	\$ 242
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 148,786	\$ 60,608	\$ 75,329	\$ (14,721)

Westside Haines City

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 29, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/29/24	Thru 02/29/24	Variance
<i><u>Operations & Maintenance</u></i>				
Cascades Expenditures				
<i><u>Field Expenditures</u></i>				
Property Insurance	\$ 10,000	\$ 10,000	\$ 3,355	\$ 6,645
Field Management	\$ 10,000	\$ 4,167	\$ 4,167	-
Landscape Maintenance	\$ 185,000	\$ 77,083	\$ 47,000	\$ 30,083
Landscape Replacement	\$ 25,000	\$ 10,417	\$ 2,415	\$ 8,002
Lake Maintenance	\$ 18,500	\$ 7,708	\$ 525	\$ 7,183
Streetlights	\$ 15,000	\$ 6,250	\$ 12,999	\$ (6,749)
Electric	\$ 5,500	\$ 2,292	\$ 3,960	\$ (1,669)
Water & Sewer	\$ 8,000	\$ 3,333	\$ 19,597	\$ (16,264)
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 1,042	-	\$ 1,042
Irrigation Repairs	\$ 10,000	\$ 4,167	\$ 2,944	\$ 1,223
General Repairs & Maintenance	\$ 17,000	\$ 7,083	\$ 4,671	\$ 2,413
Field Contingency	\$ 10,000	\$ 4,167	\$ 3,116	\$ 1,051
<i><u>Amenity Expenditures</u></i>				
Amenity Staff	\$ 30,000	\$ 12,500	-	\$ 12,500
Amenity - Electric	\$ 12,000	\$ 5,000	-	\$ 5,000
Amenity - Water	\$ 10,000	\$ 4,167	-	\$ 4,167
Playground Lease	\$ 35,000	\$ 14,583	-	\$ 14,583
Fitness Equipment Lease	\$ 35,000	\$ 14,583	-	\$ 14,583
Internet	\$ 3,000	\$ 1,250	-	\$ 1,250
Pest Control	\$ 1,500	\$ 625	-	\$ 625
Janitorial Service	\$ 20,500	\$ 8,542	-	\$ 8,542
Security Services	\$ 25,000	\$ 10,417	-	\$ 10,417
Pool Maintenance	\$ 36,000	\$ 15,000	-	\$ 15,000
Amenity Repairs & Maintenance	\$ 15,000	\$ 6,250	-	\$ 6,250
Amenity Access Management	\$ 2,500	\$ 1,042	-	\$ 1,042
Amenity Contingency	\$ 12,000	\$ 5,000	-	\$ 5,000
Capital Reserve	\$ 5,000	\$ 2,083	-	\$ 2,083
Subtotal Cascades Expenditures	\$ 559,000	\$ 238,750	\$ 104,749	\$ 134,001

Westside Haines City

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 29, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/29/24	Thru 02/29/24	Variance
Brentwood Expenditures				
<u>Field Expenditures</u>				
Property Insurance	\$ 8,000	\$ -	\$ -	\$ -
Field Management	\$ 7,500	\$ 3,125	\$ 3,125	\$ -
Landscape Replacement & Repair	\$ 7,500	\$ 3,125	\$ -	\$ 3,125
Streetlights	\$ 10,000	\$ 4,167	\$ 3,169	\$ 997
Electric	\$ 2,000	\$ 833	\$ 322	\$ 511
Water & Sewer	\$ 5,000	\$ 2,083	\$ -	\$ 2,083
Irrigation Repairs	\$ 3,000	\$ 1,250	\$ -	\$ 1,250
General Repairs & Maintenance	\$ 7,500	\$ 3,125	\$ -	\$ 3,125
Field Contingency	\$ 5,000	\$ 2,083	\$ -	\$ 2,083
<u>Amenity Expenditures</u>				
Amenity Staff	\$ 30,000	\$ 12,500	\$ -	\$ 12,500
Amenity - Electric	\$ 7,500	\$ 3,125	\$ -	\$ 3,125
Amenity - Water	\$ 10,000	\$ 4,167	\$ -	\$ 4,167
Playground Lease	\$ 35,000	\$ 14,583	\$ -	\$ 14,583
Fitness Equipment Lease	\$ 35,000	\$ 14,583	\$ -	\$ 14,583
Internet	\$ 3,000	\$ 1,250	\$ -	\$ 1,250
Amenity Landscaping	\$ 12,000	\$ 5,000	\$ 21,778	\$ (16,778)
Amenity Landscape Replacement	\$ 3,000	\$ 1,250	\$ -	\$ 1,250
Amenity Irrigation Repairs	\$ 3,000	\$ 1,250	\$ -	\$ 1,250
Pest Control	\$ 1,500	\$ 625	\$ -	\$ 625
Janitorial Service	\$ 15,000	\$ 6,250	\$ -	\$ 6,250
Security Services	\$ 25,000	\$ 10,417	\$ -	\$ 10,417
Pool Maintenance	\$ 25,000	\$ 10,417	\$ -	\$ 10,417
Amenity Repairs & Maintenance	\$ 10,000	\$ 4,167	\$ -	\$ 4,167
Amenity Access Management	\$ 2,500	\$ 1,042	\$ -	\$ 1,042
Amenity Contingency	\$ 7,500	\$ 3,125	\$ -	\$ 3,125
Capital Reserve	\$ 5,000	\$ 2,083	\$ -	\$ 2,083
Subtotal Brentwood Expenditures	\$ 285,500	\$ 115,625	\$ 28,395	\$ 87,230
Total Operations & Maintenance	\$ 844,500	\$ 354,375	\$ 133,143	\$ 221,232
Total Expenditures	\$ 993,286	\$ 414,983	\$ 208,472	\$ 206,511
Net Change in Fund Balance	\$ -		\$ 519,967	
Fund Balance - Beginning	\$ -		\$ 724,287	
Fund Balance - Ending	\$ -		\$ 1,244,254	

Westside Haines City

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 29, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/29/24	Thru 02/29/24	Variance
Revenues:				
Transfer In - Cascades	\$ 5,000	\$ -	\$ -	-
Transfer In - Brentwood	\$ 5,000	\$ -	\$ -	-
Total Revenues	\$ 10,000	\$ -	\$ -	-
Expenditures:				
Capital Expenditures - Cascades	\$ -	\$ -	\$ -	-
Capital Expenditures - Brentwood	\$ -	\$ -	\$ -	-
Total Expenditures	\$ -	\$ -	\$ -	-
Net Change in Fund Balance	\$ 10,000		\$ -	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ 10,000		\$ -	

Westside Haines City

Community Development District

Debt Service Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 29, 2024

	Adopted Budget	Prorated Budget Thru 02/29/24	Actual Thru 02/29/24	Variance
Revenues:				
Assessments - Tax Roll	\$ 1,097,950	\$ 984,728	\$ 984,728	\$ -
Interest	\$ -	\$ -	\$ 17,565	\$ 17,565
Total Revenues	\$ 1,097,950	\$ 984,728	\$ 1,002,293	\$ 17,565
Expenditures:				
Interest - 11/1	\$ 344,256	\$ 344,256	\$ 344,256	\$ -
Principal - 5/1	\$ 410,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 344,256	\$ -	\$ -	\$ -
Total Expenditures	\$ 1,098,513	\$ 344,256	\$ 344,256	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (563)		\$ 658,036	
Fund Balance - Beginning	\$ 406,549		\$ 955,706	
Fund Balance - Ending	\$ 405,987		\$ 1,613,742	

Westside Haines City

Community Development District

Capital Projects Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 29, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/29/24	Thru 02/29/24	Variance
Revenues:				
Developer Contributions - Cascades	\$ -	\$ -	\$ 156,306	\$ 156,306
Developer Contributions - Brentwood	\$ -	\$ -	\$ 44,800	\$ 44,800
Interest	\$ -	\$ -	\$ 1,936	\$ 1,936
Total Revenues	\$ -	\$ -	\$ 203,042	\$ 203,042
Expenditures:				
Capital Outlay - Cascades	\$ -	\$ -	\$ 208,795	\$ (208,795)
Capital Outlay - Brentwood	\$ -	\$ -	\$ 41,914	\$ (41,914)
Total Expenditures	\$ -	\$ -	\$ 250,708	\$ (250,708)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (47,667)	
Fund Balance - Beginning	\$ -	\$ -	\$ 82,960	
Fund Balance - Ending	\$ -	\$ -	\$ 35,294	

Westside Haines City

Community Development District

Capital Projects Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 29, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/29/24	Thru 02/29/24	Variance
Revenues:				
Developer Advances	\$ -	\$ -	\$ 296,461	\$ 296,461
Total Revenues	\$ -	\$ -	\$ 296,461	\$ 296,461
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 296,461	\$ (296,461)
Total Expenditures	\$ -	\$ -	\$ 296,461	\$ (296,461)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ -
Fund Balance - Beginning	\$ -	\$ -	\$ -	\$ -
Fund Balance - Ending	\$ -	\$ -	\$ -	\$ -

Westside Haines City
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 1,824	\$ 600,475	\$ 6,228	\$ 75,146	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 683,673
Assessments - Lot Closing	\$ -	\$ -	\$ -	\$ -	\$ 36,088	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,088
Developer Contributions	\$ -	\$ -	\$ 2,975	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,975
Boundary Amendment Contributions	\$ -	\$ 3,175	\$ -	\$ 2,176	\$ 354	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,704
Total Revenues	\$ -	\$ 4,999	\$ 603,450	\$ 8,403	\$ 111,587	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 728,440
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 2,000	\$ 800	\$ 600	\$ -	\$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Engineering	\$ 4,500	\$ 4,373	\$ 1,013	\$ 735	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,620
Attorney	\$ 3,887	\$ 4,573	\$ 3,748	\$ 1,240	\$ 10,082	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,529
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,083
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,231
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
Postage & Delivery	\$ 8	\$ 69	\$ 44	\$ 448	\$ 16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 584
Insurance	\$ 5,785	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,785
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ 1,780	\$ 699	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,479
Other Current Charges	\$ 47	\$ 39	\$ 117	\$ 39	\$ 156	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398
Boundary Amendment	\$ 1,905	\$ 271	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,176
Office Supplies	\$ 0	\$ 9	\$ 5	\$ 3	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 28,999	\$ 14,746	\$ 9,440	\$ 6,377	\$ 15,767	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,329

Westside Haines City
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Cascades Expenditures													
<u>Field Expenditures</u>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ 3,355	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,355
Field Management	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,167
Landscape Maintenance	\$ 8,805	\$ 8,805	\$ 11,780	\$ 8,805	\$ 8,805	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,000
Landscape Replacement	\$ 2,415	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,415
Lake Maintenance	\$ -	\$ -	\$ 175	\$ 175	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525
Streetlights	\$ 2,722	\$ 1,573	\$ 3,283	\$ 3,027	\$ 2,395	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,999
Electric	\$ 859	\$ 636	\$ 985	\$ 820	\$ 660	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,960
Water & Sewer	\$ 5,055	\$ 894	\$ 5,986	\$ 6,601	\$ 1,061	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,597
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ 1,701	\$ 200	\$ 593	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,944
General Repairs & Maintenance	\$ 3,835	\$ 836	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,671
Field Contingency	\$ -	\$ -	\$ 981	\$ 960	\$ 1,175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,116
<u>Amenity Expenditures</u>													
Amenity Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fitness Equipment Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Cascades Expenditures	\$ 26,224	\$ 13,777	\$ 24,616	\$ 21,221	\$ 18,910	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104,749

Westside Haines City
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Brentwood Expenditures													
<u>Field Expenditures</u>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Management	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,125
Landscape Replacement & Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlights	\$ 911	\$ 702	\$ 218	\$ 778	\$ 560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,169
Electric	\$ 110	\$ 31	\$ 31	\$ 120	\$ 31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 322
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Amenity Expenditures</u>													
Amenity Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fitness Equipment Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Landscaping	\$ 3,860	\$ 3,860	\$ 4,686	\$ 4,686	\$ 4,686	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,778
Amenity Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Brentwood Expenditures	\$ 5,507	\$ 5,218	\$ 5,560	\$ 6,208	\$ 5,902	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,395
Total Operations & Maintenance	\$ 31,731	\$ 18,995	\$ 30,176	\$ 27,430	\$ 24,812	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 133,143
Total Expenditures	\$ 60,730	\$ 33,741	\$ 39,615	\$ 33,807	\$ 40,579	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 208,472
Net Change in Fund Balance	\$ (60,730)	\$ (28,742)	\$ 563,834	\$ (25,404)	\$ 71,009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 519,967

Westside Haines City
Community Development District
Long Term Debt Report

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

Westside Haines City
Community Development District
Special Assessment Receipt Schedule
Fiscal Year 2024

Gross Assessments \$ 819,840.06 \$ 1,180,856.00 \$ 2,000,696.06
 Net Assessments \$ 762,451.26 \$ 1,098,196.08 \$ 1,860,647.34

ON ROLL ASSESSMENTS

Date	Distribution	Distribution Period	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	40.98%	59.02%	100.00%
								O&M Portion	Series 2021 Debt Service	Total
11/24/23	ACH	11/06/23 - 11/12/23	\$4,731.96	(\$90.85)	(\$189.28)	\$0.00	\$4,451.83	\$1,824.26	\$2,627.57	\$4,451.83
12/1/23	INV#4652078	1% Annual Fee	(\$20,006.96)	\$0.00	\$0.00	\$0.00	(\$20,006.96)	(\$8,198.40)	(\$11,808.56)	(\$20,006.96)
12/08/23	ACH	11/13/23 - 11/22/23	\$878,848.48	(\$16,873.88)	(\$35,154.42)	\$0.00	\$826,820.18	\$338,812.24	\$488,007.94	\$826,820.18
12/21/23	ACH	11/23/23 - 11/30/23	\$219,064.08	(\$4,206.03)	(\$8,762.64)	\$0.00	\$206,095.41	\$84,453.24	\$121,642.17	\$206,095.41
12/29/23	ACH	12/01/23 - 12/15/23	\$480,887.08	(\$9,233.87)	(\$19,193.83)	\$0.00	\$452,459.38	\$185,407.64	\$267,051.74	\$452,459.38
01/10/24	ACH	12/16/23-12/31/23	\$11,829.90	(\$354.90)	(\$229.50)	\$0.00	\$11,245.50	\$4,608.15	\$6,637.35	\$11,245.50
01/16/24	ACH	10/01/23-12/31/23	\$0.00	\$0.00	\$0.00	\$3,952.32	\$3,952.32	\$1,619.57	\$2,332.75	\$3,952.32
02/09/24	ACH	01/01/24-01/31/24	\$194,010.36	(\$3,742.51)	(\$6,885.07)	\$0.00	\$183,382.78	\$75,146.12	\$108,236.66	\$183,382.78
TOTAL			\$ 1,769,364.90	\$ (34,502.04)	\$ (70,414.74)	\$ 3,952.32	\$ 1,668,400.44	\$ 683,672.82	\$ 984,727.62	\$ 1,668,400.44

90%	Net Percent Collected
\$ 192,246.90	Balance Remaining to Collect