

*Wind Meadows South  
Community Development District*

*Meeting Agenda*

*February 8, 2023*

# AGENDA



# *Wind Meadows South*

## *Community Development District*

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219 E. Livingston St., Orlando, Florida 32801

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

February 1, 2023

**Board of Supervisors  
Wind Meadows South  
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Wind Meadows South Community Development District** will be held **Wednesday, February 8, 2023 at 1:30 PM at 4900 Dundee Road, Winter Haven, FL 33884.**

**Zoom Video Join Link:** <https://us06web.zoom.us/j/85159866906>

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

**Meeting ID:** 851 5986 6906

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the January 11, 2023 Board of Supervisors Meeting
4. Consideration of Resolution 2023-04 Ratifying Setting the Public Hearing on the Amenity Policies and Rates and the Publication of Notices for the Hearing
5. Presentation and Consideration of Amended and Restated Engineer's Report dated January 25, 2023
6. Presentation and Consideration of Revised Amended and Restated Master Assessment Methodology dated January 11, 2023
7. Consideration of Amended and Restated Resolution 2023-05 Rescinding Resolution 2023-01 Declaring Special Assessments on Boundary Amendment Parcels
8. Consideration of Resolution 2023-06 Amending Resolution 2023-02 and Re-Setting the Public Hearing on the Imposition of Special Assessments on Boundary Amendment Parcels
9. Consideration of Resolution 2023-07 Amending the Fiscal Year 2023 Budget
10. Consideration of Assignment of Contractor Agreement for Phase 2 Construction
11. Consideration of Construction Funding Agreement for Phase 2 Project
12. Staff Reports

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

- A. Attorney
- B. Engineer
- C. Field Manager's Report
  - i. Consideration of Proposals for Amenity Center
    - a) Landscape Maintenance Addendum with Weber Environmental Services, Inc.
    - b) Security Camera Installation from Current Demands
    - c) Pool Maintenance
      - 1. Serenity Pools & Spas (includes Janitorial Services)
      - 2. Resort Pools (Pool Maintenance Only)
    - d) Janitorial Maintenance from Clean Star Services of Central Florida, Inc.
  - ii. Consideration of Proposal to Replace Frost Damaged Plants from Weber Environmental Services, Inc.
- D. District Manager's Report
  - i. Approval of Check Register
  - ii. Balance Sheet & Income Statement
- 13. Other Business
- 14. Supervisors Requests and Audience Comments
- 15. Adjournment

# MINUTES

**MINUTES OF MEETING  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Wind Meadows South Community Development District was held Wednesday, **January 11, 2023** at 1:39 p.m. at 4900 Dundee Road, Winter Haven, Florida.

Present and constituting a quorum:

Brent Elliott  
Halsey Carson  
Timothy Todd

Chairman  
Vice Chairman  
Assistant Secretary

Also present were:

Jill Burns  
Lauren Gentry  
Bryan Hunter  
Clayton Smith

District Manager, GMS  
District Counsel, KE Law  
District Engineer, Hunter Engineering  
Field Manger, GMS

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

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

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the November 9,  
2022 Board of Supervisors Meeting**

Ms. Burns presented the minutes of the November 9, 2022 Board of Supervisors meeting and asked if there were any questions, comments, or corrections. The Board had no changes to the minutes.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Minutes of the November 9, 2022 Board of Supervisors Meeting, were approved.

#### **FOURTH ORDER OF BUSINESS**

#### **Authorization of Issuance of Request for Qualifications for Construction Manager at Risk Services for District Capital Improvement Plan**

Ms. Burns presented this item to the Board. Ms. Gentry stated that this gives the District a little bit more flexibility over their typical RFP project. She explained that in the construction manager at risk scenario, they go through an RFQ process. She further explained that they were selecting someone who was going to essentially be their construction manager for the entire project responsible for holding all the people performing the work to their schedules and to their guaranteed prices. She added that they would oversee the entire project. She noted that it was different from a design build because they did not have to have all the specific qualifications of the Florida law. She also noted that they did not have to bid the individual piece of work that was being done. She explained that there was an example RFQ ad for a construction manager at risk for Phase 2 of the project, which would basically solicit qualifications for firms interested in providing that service. She stated that they would want it on the street given the complexity of the project for about 30 days before they get bids. She added that if the Board was interested in proceeding with this process, they could get approval for this in substantial form. She also recommended that they appoint one Board member to continue working with them as they narrow down the scope of what qualifications they were looking for to get this published and on the street. She stated that she would be happy to answer any questions.

Mr. Elliott stated that this would allow someone to be that construction manager at risk to oversee all. He stated that this was the mechanism to facilitate doing that and that way they wouldn't have to put out for bids every single subcontractor because they were breaking it up and not paying just one contractor. He further explained that they would bid out the main contract, which would be the at-risk construction manager, and then they would have the authority to hire all the subs. Ms. Gentry stated that once they review the qualifications, they would review the firms at a future meeting and then select the one that was most qualified. She added that they would then go back to them to negotiate, in the designer phase, a fee as a percent of the cost. She explained that in the construction phase, they negotiate a guaranteed maximum price, which would be the

price that they use to select all the contractors who are actually doing the work. She further explained that it was a multi-step process, but once they get that construction manager at risk in place through the RFQ process, they don't have to go back and bid the individual construction components.

On MOTION by Mr. Elliott, seconded by Mr. Todd, with all in favor, Authorizing the Issuance of Request for Qualifications for Construction Manager at Risk Services for District Capital Improvement Plan and Authorizing Brent Elliott to Sign Off on the Final Form and Work with Staff, was approved in substantial form.

Ms. Gentry noted that on page 14 of the agenda package, they had the evaluation criteria that they would suggest, but if they would like to change any of those at this time, they could. The Board had no changes to the criteria at this time.

#### **FIFTH ORDER OF BUSINESS**

#### **Presentation and Approval of Amended and Restated Master Assessment Methodology dated January 11, 2023**

Ms. Burns stated that this assessment report was substantially similar to the one they saw when they did the assessment process over Phase 1, but they only levied assessments over that existing part of the District. She explained that this report had the components for both phases and the only changes to the legal description was for an area for Phase 2. She further explained that this did not impact the existing bonds on Phase 1. She added that this was what they would use to levy their master assessments for Phase 2.

Ms. Burns reviewed the tables that were attached. Table 1 showed the development program, which had 416 units in Phase 1 and 419 units in Phase 2, totaling 835 units within the expanded District. She explained that the Phase 2 cost estimate was \$8,770,285 and the total cost estimate with both Phases was \$22,246,951. She explained that the estimated bond sizing for Phase 2 was \$11,500,000 and the total for the District would be \$29,000,000. Table 4 breaks down the improvement cost per unit, which showed for Phase 2 the single family 50' as \$20,931 per unit. Table 5 showed the par per unit, which was \$27,446 per unit for Phase 2 single family 50'. Mr. Elliott asked about the \$8,770,285 for Phase 2 on Table 2. Ms. Gentry explained that this was using the original engineer's report because that was what they used for validation and to calculate

the bond amounts. She further explained that they were not tied to that amount, but this was the construction proceeds that would be generated from the bond issuance. Ms. Burns noted that if they didn't go over the par debt per unit, which was \$27,446, then they would be okay. Ms. Burns noted that Table 6 showed the net annual gross debt assessment per unit. She explained that the gross annual debt assessment for the Phase 2 lot would be \$2,144 and would be collected annually on the Polk County tax bill. Table 7 showed the preliminary assessment roll and Phase 2 had one landowner, Wind Meadows South 2, LLC. It was noted that the landowner change needed to be updated before they send the notice.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Amended and Restated Master Assessment Methodology Dated January 11, 2023, was approved as amended.

#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2023-01 Declaring Special Assessments on Boundary Amendment Parcels**

Ms. Burns stated that they would go through the same process that they did when they levied assessments on Phase 1 now that these areas were within the boundaries of the District. She also noted that they would set the public hearing at which time they would impose the special assessments on those Boundary Amendment Parcels.

Ms. Burns presented Resolution 2023-01 stating that there were several findings in this resolution that the District was finding as well. She stated that she would be happy to answer any questions. Hearing none,

On MOTION by Mr. Elliott, seconded by Mr. Todd, with all in favor, the Resolution 2023-01 Declaring Special Assessments on Boundary Amendment Parcels, was approved.

#### **SEVENTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2023-02 Setting a Public Hearing on the Imposition of Special Assessments on Boundary Amendment Parcels**

Ms. Burns presented Resolution 2023-02 stating that they suggested the March 8, 2023 meeting at 1:30 p.m., which was their regular March meeting.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2023-02 Setting a Public Hearing on the Imposition of Special Assessments on Boundary Amendment Parcels for March 8, 2023 at 1:30 p.m., was approved.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-03  
Setting a Public Hearing Expressing the  
District's Intent to Utilize the Uniform  
Method of Levying, Collecting, and  
Enforcing Non-Ad Valorem Assessments  
on Boundary Amendment Parcels**

Ms. Burns presented Resolution 2023-03 stating that this was the process that would allow them to collect their assessments on the tax bill for that area when they were ready to do so. She suggested the March 8, 2023 meeting at 1:30 p.m.

On MOTION by Mr. Elliott, seconded by Mr. Todd, with all in favor, Resolution 2023-03 Setting a Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments on Boundary Amendment Parcels for March 8, 2023 at 1:30 p.m., was approved.

**NINTH ORDER OF BUSINESS**

**Ratification of Contract Agreement with  
Polk County Property Appraiser**

Ms. Burns presented the Contract Agreement with Polk County Property Appraiser to the Board.

**TENTH ORDER OF BUSINESS**

**Ratification of 2023 Data Sharing and  
Usage Agreement with Polk County**

Ms. Burns presented the 2023 Data Sharing and Usage Agreement with Polk County to the Board.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Contract Agreement with Polk County Property Appraiser and the 2023 Data Sharing and Usage Agreement with Polk County, were ratified.



**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Gentry stated that the boundary amendment was successful.

**B. Engineer**

Mr. Hunter stated that Phase 2 construction was beginning and they were scheduling a preconstruction meeting with the City of Bartow for next week. He noted he didn't have it firmly set, but it was coming up. He also noted that the contractor had been selected and they were fixing to start on Phase 2.

**C. Field Manager's Report**

Mr. Smith stated that as far as the landscape goes, it was all in good condition and most of Phase 1 was in place now. He noted that the amenity was moving along. Mr. Elliot asked what the date was for the pool to be complete. Ms. Burn responded in March. Ms. Gentry noted that if they thought that the pool was nearing completion, they could go ahead and set a hearing on amenity rules, policies and rates for their March 8<sup>th</sup> meeting at 1:30 p.m. She added that they could go ahead and advertise for that. She suggested that the rate be the standard \$2,500 and \$30 for card replacements. Mr. Smith stated that the playground, dog park, etc. could be opened as soon as it was done, but he suggested that they wait to open the pool around March. Mr. Smith added that another item that they had done out there was all the irrigation, which was set back and was now set to run two times a week.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Setting Amenity Rules and Rates Public Hearing for March 8, 2023 at 1:30 p.m., was approved.
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**D. District Manager's Report**

Ms. Burns had nothing further to report.

**TWELFTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**THIRTEENTH ORDER OF BUSINESS**

**Supervisors Requests and Audience  
Comments**

There being none, the next item followed.

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

Ms. Burns adjourned the meeting.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the meeting was adjourned.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

## RESOLUTION 2023-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE DESIGNATION OF THE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZE PUBLICATION OF NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES, RATES, FEES AND CHARGES OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Wind Meadows South Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Bartow, Florida; and

**WHEREAS**, the District’s Board of Supervisors (“**Board**”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*, and to authorize user charges or fees; and

**WHEREAS**, the Board finds it is in the District’s best interests to set a public hearing to adopt the rules, rates, fees and charges set forth in **Exhibit A**, which relate to the District’s amenity facilities; and

**WHEREAS**, at the January 11, 2023, meeting of the Board, the Board directed staff to set a hearing for **Wednesday, March 8, 2023, at 1:30 PM at 4900 Dundee Road, Winter Haven, FL 33884**, and to publish the necessary notices, and now wishes to ratify that action.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The Board hereby ratifies the selection of a date, time, and place for the Public Hearing. A Public Hearing will be held to adopt rates, fees and charges of the District on **Wednesday, March 8, 2023, at 1:30 PM at 4900 Dundee Road, Winter Haven, FL 33884**.

**SECTION 2.** The District Secretary’s publication of notice of the hearing in accordance with Section 120.54, *Florida Statutes*, is hereby ratified.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 8th day of February, 2023.

**ATTEST:**

**WIND MEADOWS SOUTH  
COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary

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Chairman, Board of Supervisors

**EXHIBIT A**

# **WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT**

## **AMENITY POLICIES AND RATES**

**ADOPTED – \_\_\_\_\_, 2023<sup>1</sup>**

<sup>1</sup> LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2021); in accordance with Chapter 190 of the Florida Statutes, and on \_\_\_\_\_, 2023 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Wind Meadows South Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

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## DEFINITIONS

**“Amenities” or “Amenity Facilities”**– shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to swimming pool, pool deck, tot lot, and playground, together with their appurtenant facilities and areas.

**“Amenity Policies” or “Policies” and “Amenity Rates”** – shall mean these Amenity Policies and Rates of the Wind Meadows South Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

**“Amenity Manager”** – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

**“Amenity Rates”** – shall mean those rates and fees established by the Board of Supervisors of the Wind Meadows South Community Development District as provided in **Exhibit A** attached hereto.

**“Access Card”** – shall mean an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

**“Board of Supervisors” or “Board”** – shall mean the Board of Supervisors of the Wind Meadows South Community Development District.

**“District”** – shall mean the Wind Meadows South Community Development District.

**“District Staff”** – shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

**“Guest”** – shall mean any person or persons, other than a Resident or Non-Resident Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

**“Homeowners Association” or “HOA” or “POA”** – shall mean an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

**“Household”** – shall mean a residential unit or a group of individuals residing within a Resident’s home. ***This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.*** Upon District’s request, proof of residency for individuals over the age of eighteen (18) years may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

**“Lakes” or “Ponds”** – shall mean those water management and control facilities and waterways within the District, including but not limited stormwater management facilities, lakes and ponds.

**“Non-Resident”** – shall mean any person who does not own property within the District.

**“Non-Resident Patron”** – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.



**“Non-Resident User Fee” or “Annual User Fee”** – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

**“Patron”** – shall mean Residents, Guests, Non-Resident Patrons and Renters.

**“Renter”** – shall mean a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

**“Resident”** – shall mean any person or Household owning property within the District, or any Renter who has been approved for issuance of an Access Card.

The words "hereof," "herein," "hereto," "hereby," "hereinafter" and "hereunder" and variations thereof refer to the entire Amenity Policies and Rates.

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

## AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at your Own Risk.** *All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, or damage to or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities.*
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Amenities in accordance with the policies and rules set forth herein, and are not responsible for paying the Annual Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year, and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any maintenance special assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident's access privileges. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and receive an Access Card.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Annual Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Patron Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron must always accompany its Guests during its Guests' use of the Amenities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. *Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household's access and usage privileges.*
- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Access Card. Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all

Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Cards.** Access Cards will be issued to each Household at the time they are closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. A maximum of two (2) Access Cards will be issued per Household.

All Patrons must use their Access Cards for entrance to the Amenity Facilities. Each Household will be authorized two (2) initial Access Cards free of charge after which a fee shall be charged for each additional Access Card in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards.

## GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable Amenity facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website or at the applicable Amenity facility, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website and/or as posted at the applicable Amenity facility. No Patron is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
  - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests must be accompanied by a Patron possessing a valid Access Card at all times.
  - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
  - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
  - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs) and motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
  - (e) **Fireworks/Flames.** Fireworks and open flames of any kind are not permitted anywhere on District-owned property or adjacent areas.
  - (f) **Skateboards, Etc.** Bicycles, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, open fields, playground area and sidewalks surrounding these areas.
  - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District-owned property.
  - (h) **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
  - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
  - (j) **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.

- (k) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.
- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Amenities.
- (p) **Courtesy.** Patrons and all users shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or District contractors may result in suspension or termination of Amenity access and usage privileges. If District Staff requests that a Patron leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity access and usage privileges.
- (q) **Profanity/Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (r) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (s) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (t) **Outside Vendors/Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.

## SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

## SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animals” as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls and fitness center), pools, various sport courts and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

## SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health.
- (2) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Minors fourteen (14) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older, always within arm's length when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area.
- (7) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (8) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (9) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (10) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the the Patron using them to enter the pool or use the restroom facilities.
- (11) **Entrances.** Pool entrances must be kept clear at all times.
- (12) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (13) **Swim Diapers.** Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
- (14) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.
- (15) **Pool Closure.** In addition to Polk County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:

- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
  - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
  - Operational and mechanical treatments or difficulties affecting pool water quality.
  - For a reasonable period following any mishap that resulted in contamination of pool water.
  - Any other reason deemed to be in the best interests of the District as determined by District staff.
- (16) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (17) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect at all times.
- (18) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.



## DOG PARK POLICIES

**The Dog Park is restricted to use only by Patrons of the District and their guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.**

- (1) Dogs must be on leashes at all times, except within the Dog Park area.
- (2) Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- (3) Dog handler must have the leash with them at all times.
- (4) Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- (5) Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (6) Limit of 3 dogs per ADULT dog handler.
- (7) Puppies under four months of age should not enter the Dog Park.
- (8) Children under the age of twelve (12) are not permitted within the Dog Park area.
- (9) Dog handlers are responsible for the behavior of their animals.
- (10) Aggressive dogs are not allowed in the Dog Park. Any dogs showing signs of aggression should be removed from the Dog Park immediately.
- (11) Female dogs in heat are not permitted in the Dog Park.
- (12) Human or dog food inside the Dog Park is prohibited.
- (13) Dog handlers must clean up any dog droppings made by their pets.
- (14) Dog handlers must fill in any holes made by their pets.
- (15) Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
- (16) Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner must register trainer with the District prior to working with the dog.
- (17) The Dog Park is a designated “No Smoking” area.

### **USE OF THE DOG PARK IS AT PATRON’S OWN RISK**

Use of the Dog Park is voluntary and evidences your waiver of any claims against the District resulting from activities occurring at the Dog Park. The District is not responsible for any injury or harm caused by use of the Dog Park.

## PLAYGROUND POLICIES

- (1) **Use at Own Risk.** Patrons may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children fourteen (14) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing, especially with strings, should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food & Drink.** No food, drinks or gum are permitted on the playground, other than such water in non-breakable containers as may be necessary for reasonable hydration but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass.** No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed at the playground or parks.

## LAKES AND PONDS POLICIES

Lakes and Ponds (used interchangeably and reference to one shall implicate the other) within the District primarily function as retention ponds to facilitate the District's system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure the continued operations of the Ponds while allowing limited recreational use of the same.

- (1)** Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulation of any governmental entity relating to the District Lakes.
- (2)** Wading and swimming in District Lakes are prohibited.
- (3)** Patrons may fish from District Lakes. However, the District has a "catch and release" policy for all fish caught in these waters.
- (4)** Pets are not allowed in the District Lakes.
- (5)** Owners of property lying contiguous to the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty, setting and safety of the property.
- (6)** No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
- (7)** No pipes, pumps or other devices used for irrigation, or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (8)** No foreign materials may be disposed of in the District Lakes, including, but not limited to tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (9)** Easements through residential backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10)** Beware of wildlife - water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (11)** Any hazardous condition concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

## SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) **General Policy.** All persons using the Amenities and entering District property shall comply with the Amenity Policies established for the safe operations and maintenance of the District's Amenities. To protect the rights and privileges of rule-abiding Patrons, inappropriate behavior by Patrons will not be tolerated.
- (2) **Suspension of Access and Use Privileges.** The District, through its Board, District Manager, Amenity Manager and District Counsel, shall have the right to restrict, suspend or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:
  - Submits false information on any application for use of the Amenities;
  - Permits the unauthorized use of an Access Card;
  - Exhibits unsatisfactory behavior, deportment or appearance;
  - Fails to pay amounts owed to the District in a proper and timely manner;
  - Fails to abide by any District rules or policies (e.g., Amenity Policies);
  - Treats the District's supervisors, staff, general/amenity management, contractors or other representatives, or other Patrons, in an unreasonable or abusive manner;
  - Damages or destroys District property; or
  - Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors or other representatives, or other residents or guests.
- (3) **Authority of District Staff.** District Staff or their designee, may immediately remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. District Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.
- (4) **Process for Suspension or Termination of Access and Use Privileges.** Subject to the rights of District Staff set forth in Paragraph (3) above, the following process shall govern suspension and termination of privileges:
  - (a) Offenses:
    - i First Offense: Verbal warning by District Staff and suspension from the Amenities for up to one (1) week from the commencement of the suspension. Violation is recorded by District Staff, signed by the individual offender(s), and held on file by the District.
    - ii Second Offense: Automatic suspension of all Amenity privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District.
    - iii Third Offense: Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.
  - (b) Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second

offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses

- (c) Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender's privileges, which suspension or termination may include members of the offender's Household and may, upon the first offense, equal or exceed one year. In situations that pose a long-term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.
- (d) Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final and binding.

- (5) **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Paragraph 2 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

## USE AT OWN RISK; INDEMNIFICATION

Any Patron or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, “Indemnitees”), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys’ fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron or other person shall be liable to the District for all attorneys’ fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term “Activities” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

## SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts’ sovereign immunity, or limitations on liability contained in Section 768.28, F.S., or other statutes or law.

## SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

## AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

**The above Amenity Policies and Rates were adopted on \_\_\_\_\_, 2023 by the Board of Supervisors for the Wind Meadows South Community Development District, at a duly noticed public hearing and meeting.**

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

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

**Exhibit A:** Amenity Rates

**Exhibit B:** Amenity Access Registration Form

**EXHIBIT A**  
**AMENITY RATES**

<b>TYPE</b>	<b>RATE</b>
Annual Non-Resident User Fee	\$2,500.00
Replacement Access Card	\$30.00



**EXHIBIT B**  
**AMENITIES ACCESS REGISTRATION FORM**

**WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
AMENITIES ACCESS REGISTRATION FORM**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME TELEPHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

ADDITIONAL RESIDENT 1: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 2: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 3: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 4: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 5: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

**ACCEPTANCE:**

I acknowledge receipt of the Access Card(s) for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the Wind Meadows South Community Development District ("District") for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Access Card(s). It is understood that Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable Replacement Access Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenity Facilities (as defined in the District's Amenity Policies & Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

\_\_\_\_\_  
Signature of Patron (Parent or Legal Guardian if Minor)

\_\_\_\_\_  
Date

**AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)**

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Wind Meadows South Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Patron

State of Florida

County of \_\_\_\_\_

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_, 20\_\_, by \_\_\_\_\_ who is [ ] personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Official Notary Public Signature

**RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:**

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies and Rates** of the Wind Meadows South Community Development District.

\_\_\_\_\_  
Signature of Patron  
(Parent or Legal Guardian if minor)

\_\_\_\_\_  
Date

**GUEST POLICY:**

Please refer to the **Amenity Policies and Rates** for the most current policies regarding guests.

**PLEASE RETURN THIS FORM TO:**

Wind Meadows South Community Development District  
Attn: Amenity Access Team  
219 East Livingston Street  
Orlando, Florida 32801  
Answering Service: (689) 500-4540  
Email: [amenityaccess@gmscfl.com](mailto:amenityaccess@gmscfl.com)

-----  
**OFFICE USE ONLY:**

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Entered in System

\_\_\_\_\_  
Staff Member Signature

PRIMARY RESIDENT:

Access Card #

**ADDITIONAL INFORMATION:**

Phase \_\_\_\_ – \_\_\_\_ Phase \_\_\_\_ – \_\_\_\_ Phase \_\_\_\_ – \_\_\_\_

New Construction: \_\_\_\_ Re-Sale: \_\_\_\_ Prior Owner: \_\_\_\_

Rental: \_\_\_\_ Landlord/Owner: \_\_\_\_

Lease Term: \_\_\_\_ Tenant/Renter: \_\_\_\_

## SECTION V



*WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT*

*AMENDED AND RESTATED ENGINEER'S REPORT  
OF CAPITAL IMPROVEMENTS*

*Prepared For*

*BOARD OF SUPERVISORS  
OF THE  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT*

*Prepared by:*

*Hunter Engineering, Inc.  
4900 Dundee Road  
Winter Haven, FL 33884  
863-676-7770*

*January 25, 2023*

---

Bryan Hunter, P.E.  
FL Registration No. 53168  
FL CA No. 8394

WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT

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EXHIBIT 2 (Composite)	- Legal Descriptions & Sketches of Original District Boundary
EXHIBIT 3 (Composite)	- Legal Descriptions & Sketches of Added District Lands
EXHIBIT 4 (Composite)	- Legal Descriptions & Sketches of Original District Boundary
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**AMENDED AND RESTATED ENGINEER'S REPORT  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

The Wind Meadows South Community Development District (the “District” or the “CDD”) is generally located on the west side of E.F. Griffin Road approximately 1.40 miles north of Lyle Parkway and 0.45 miles south of Smith Lane within the limits of the City of Bartow, Florida (the “City”). The CDD was originally established by City Ordinance No. 2021 – 10, which was approved by the City Commission on June 7, 2021. The original District Boundary included Phase 1 of the Wind Meadows South Subdivision (416 single family lots) and contained approximately 159.67 acres. The boundary of the District was amended on January 3rd, 2023 under City Ordinance No. 2022-22. The boundary amendment accomplished two objectives. First, the amendment removed a 0.42 acre strip of land along the eastern boundary that was dedicated to Polk County for public road right of way (E.F. Griffin Road) as a requirement of the Phase 1 permitting process. Secondly, the boundary amendment expanded the District to include the lands that contain Phase 2 of the subdivision, which consists of 114.14 additional acres and 419 additional single family lots. The expanded District boundary now contains 273.39 acres, a total of 835 single family residential lots, recreational and amenity areas, and associated infrastructure.

District will own and operate the onsite roadways and stormwater management facilities as well as the landscape, irrigation, signage, and recreational facilities within the Development. Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to applicable regulatory criteria of the City, Polk County, Florida (the “County”), the Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the Development, defined below. Any public improvements or facilities



acquired by the District will be at the lesser of cost or fair market value. An estimate of the probable cost of the public improvements is provided in Exhibit 10 of this report.

This Report and the Capital Improvement Plan included herein, reflect the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications, if any, are not expected to diminish the benefits received by the developable land within the District. The District reserves the right to make reasonable adjustments to the Report to meet applicable regulatory requirements of agencies with jurisdiction over the Development, while maintaining comparable levels of benefit to the developable lands served by the improvements.

Implementation of any proposed facilities or improvements outlined in this Report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this report are based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs may differ from the estimates due to a wide variety of factors having the potential to affect construction costs.

All roadways, including sidewalks, as well as the storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds), landscaping, irrigation, signage, & recreational amenities within the Development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations), will upon completion, be dedicated to the City for ownership and maintenance.

## **II. PURPOSE AND SCOPE**

The purpose of this Report is to provide engineering support to fund improvements in

the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report.

The predominant portion of this Report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. The engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, and the District Board of Supervisors, including its staff and consultants.

### **III. THE DEVELOPMENT**

The Development will consist of 835 single family homes and associated infrastructure ("Development"). The Development is a planned residential community generally located on the west side of E.F. Griffin Road approximately 1.40 miles north of Lyle Parkway and 0.45 miles south of Smith Lane within the limits of the City of Bartow. The property has Future Land Use designations of LDR (Low Density Residential) and PR (Public Recreation), and a zoning designation of PUD (Planned Unit Development). The Development will be constructed in two phases. Phase 1 consists of 416 single family lots. Phase 2 will consists of 419 single family lots. An Opinion of Probable Costs for the development of each phase is provided in Exhibit 10 of this report.

#### **IV. THE CAPITAL IMPROVEMENTS**

The Capital Improvement Plan, (the "CIP"), consists of public infrastructure for the initial single phase project. The primary portions of the CIP will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities and off-site improvements (including turn lanes along E.F Griffin Road and other road improvements to Crews Lake Road).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will occur as required. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The CDD will enter into a lighting agreement with Lakeland Electric for the street light poles and lighting service. Only undergrounding of wire in the public right-of-way or on District Land is included.

As a part of the recreational component of the CIP, an amenity center and multiple other public parks will be constructed within the Development. The public parks and amenity center will be accessed by the proposed public roadways and sidewalks.

All improvements financed by the District will be on land owned by, or subject to a permanent easement in favor of, the District or another governmental entity.

#### **V. CAPITAL IMPROVEMENT PLAN COMPONENTS**

The Capital Improvement Plan includes the following:

##### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention

ponds are contained within the District boundaries. Stormwater will be conveyed via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and effluent filtration to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the SWFWMD. There are no known natural surface waters within the Development.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel Nos. 12105C-0485G, 12105C-0495G, 12105C-0505G, & 12105C-0515G, demonstrate that the property is located within Flood Zone X with limited portions along the northern boundary in Zone A. Based on this information and the site topography, it does not appear that floodplain compensation will be required.

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

### **Public Roadways**

The proposed public right of ways within the Development are primarily 50 feet in width with wider sections for the boulevard entrance. The roadways will primarily consist of 24 ft. of asphalt pavement and Miami curb or Type F curb and gutter on each side. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete

or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets.

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 the public. As stated above, the District's funding of roadway construction will occur for all public roadways within the Development.

### **Water and Wastewater Facilities**

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

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The wastewater service provider will be the City of Bartow. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed primarily inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. For Phase 1, the proposed gravity sewer system will connect to an existing City owned and maintained lift station located to the north of the Development and within an existing residential subdivision. Improvements to the pumps, generator and control panel of this lift station will be required as part of the Capital Improvements. A new public lift station will be required for the Phase 2 development. Flow from the

Phase 2 lift station will be conveyed through a new sanitary force main into the gravity sewer system installed in Phase 1.

Reclaimed water is not available for this site. For the irrigation of the public right of ways and common areas, either an irrigation well will be funded and constructed by the District, or irrigation water service will be provided as part of the domestic water system design. Any water, sewer, or reclaimed 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 entrance on E.F. Griffin Road as part of the Phase 1 development. The site construction activities associated with the CIP for Phase 1 were completed in 2022. The site construction activities associated with the CIP for Phase 2 are anticipated to be completed in 2024. Upon completion of the improvements, inspections will occur and certifications will be obtained from the SWFWMD, the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City/County.

### **Amenities and Parks**

The District will provide funding for an Amenity Center to include the following: parking areas, clubhouse with restroom facilities, pool, tot lot, play fields, walking trails, and passive parks throughout the Development. All paths, parks, etc. discussed in this paragraph are available to the general public.

### **Electric and Lighting**

The electric distribution system serving the Development is currently planned to be underground. The District presently intends to fund the cost of the electric conduit,

transformer/cabinet pads, and electric manholes required by the District. The District shall fund only the difference in cost from overhead versus underground. Electric facilities funded by the District will be owned and maintained by the District, with Lakeland Electric providing underground electrical service to the Development. The CDD presently intends to purchase, install, and maintain the street lighting along the internal roadways within the CDD or enter into a Lighting Agreement with Lakeland Electric for operation and maintenance of the street light poles and lighting service to the District. Only undergrounding of wire in public right-of-way on District land is included.

#### **Entry Feature, Landscaping, and Irrigation**

Landscaping, irrigation, entry features and potentially buffer walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation water source will be the City of Bartow's potable water system being installed and referenced above. Downstream irrigation systems for the various phases of the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, shrubs, ground cover and trees for the internal roadways within the Development. Perimeter fencing may be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.

#### **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 with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the Development for the intended use as a single-family planned Development.

## VI. PERMITTING

Construction permits for the Development are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and City Construction Plan Approval. The Phase 1 and Phase 2 improvements were permitted together. The following is a summary of required permits obtained for the construction of the public infrastructure improvements for the District:

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	Approved
SWFWMD ERP	Approved
City Construction Plan Approval	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved
FDEP NOI	Approved
ACOE	Not Applicable

## VII. RECOMMENDATION

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

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



## **VIII. REPORT MODIFICATION**

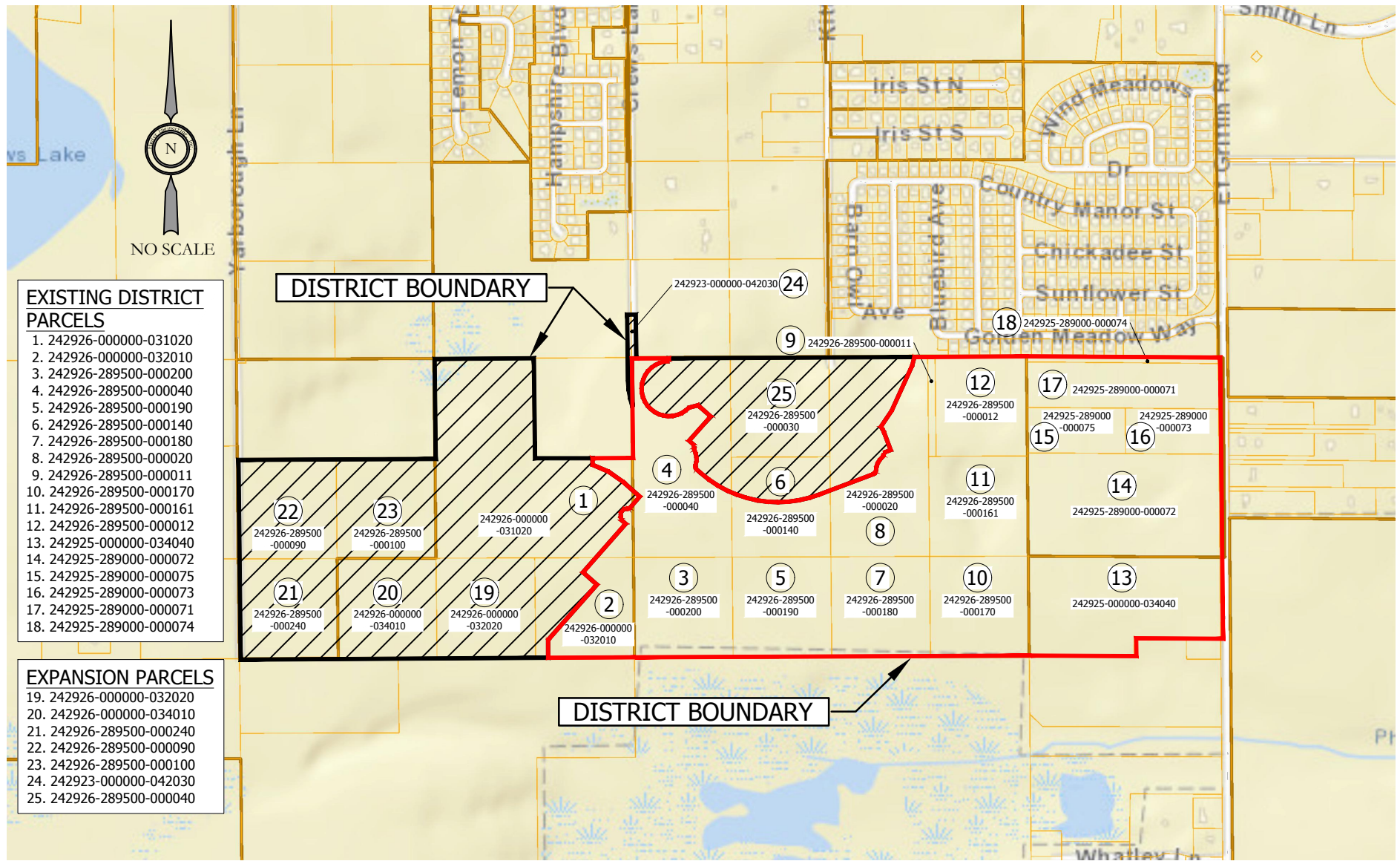
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements,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

## **IX. CONCLUSION**

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

The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the area. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

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



**DISTRICT BOUNDARY  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

Prepared By  
**HUNTER ENGINEERING, INC.**

Certificate of Authorization #8394  
4900 Dundee Road  
Winter Haven, FL 33884  
Telephone: 863-676-7770  
Facsimile: 863-965-0181

**LEGEND**

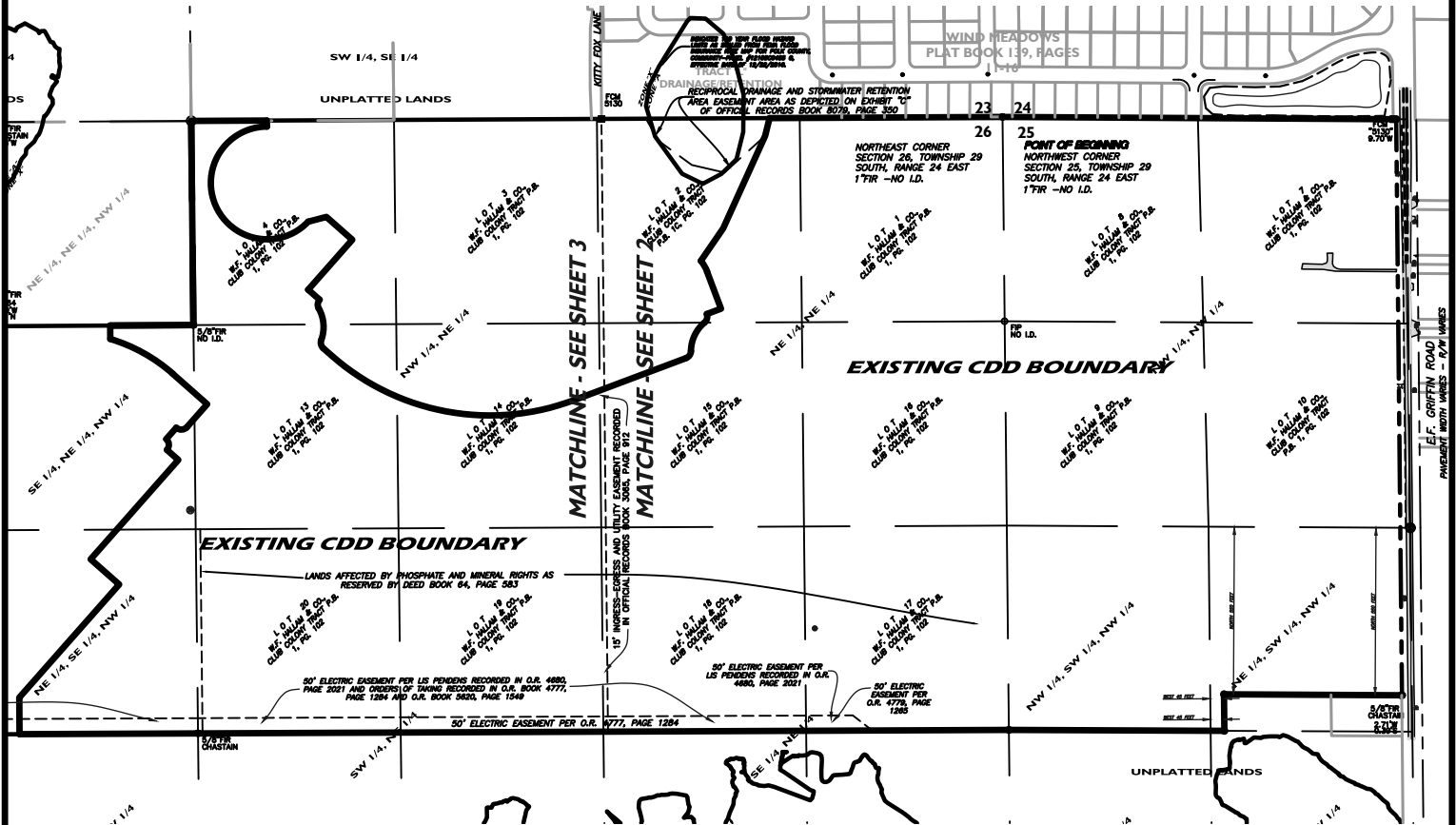
— COMMUNITY DEVELOPMENT  
DISTRICT BOUNDARY

Date: June 7, 2022

Exhibit 1

# COMPOSITE EXHIBIT "2"

North 1" = 600'



## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 1 OF 5

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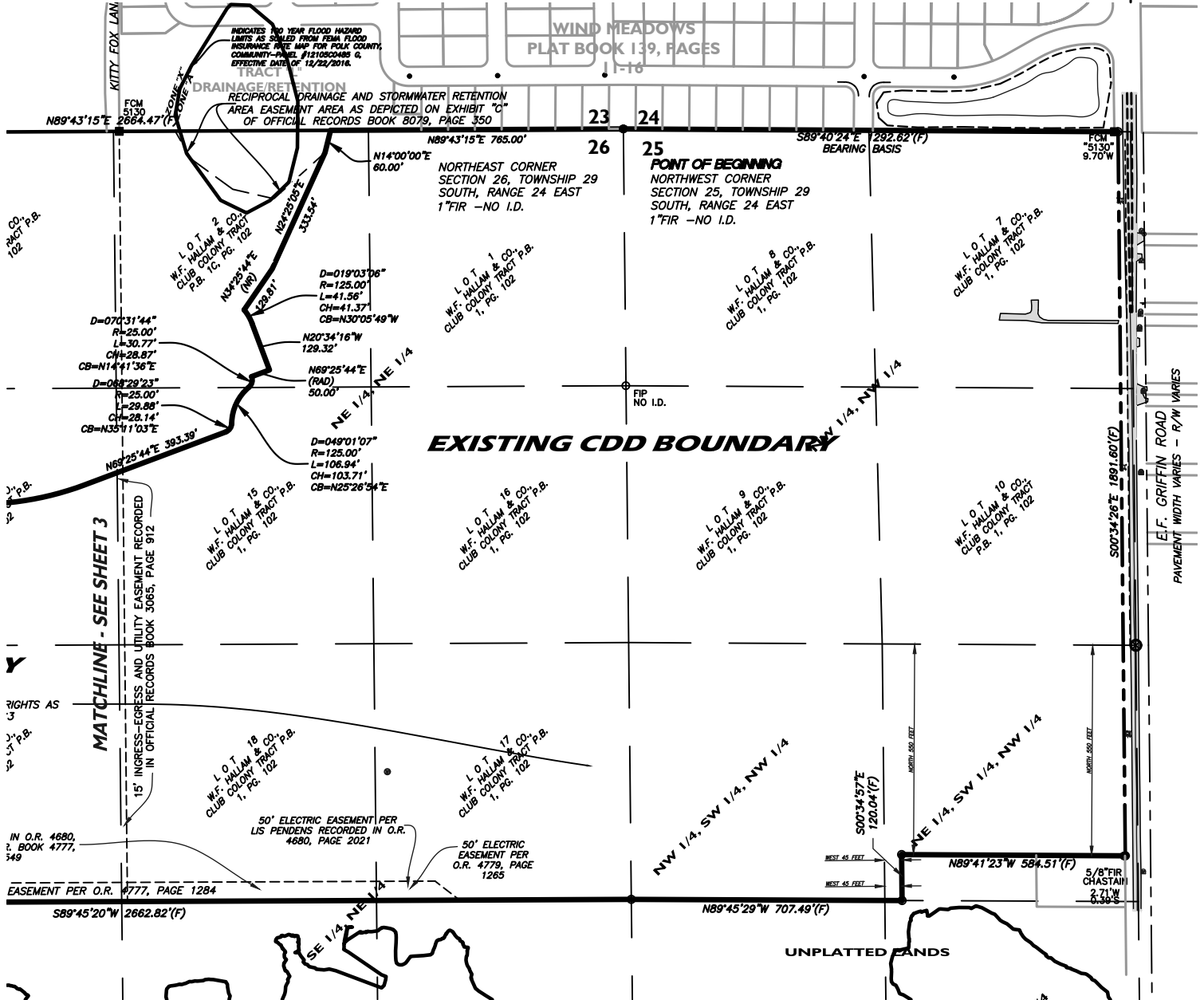
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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "2"

North 1" = 400'



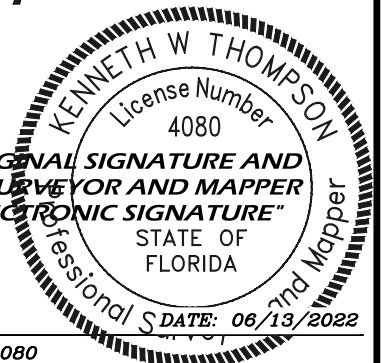
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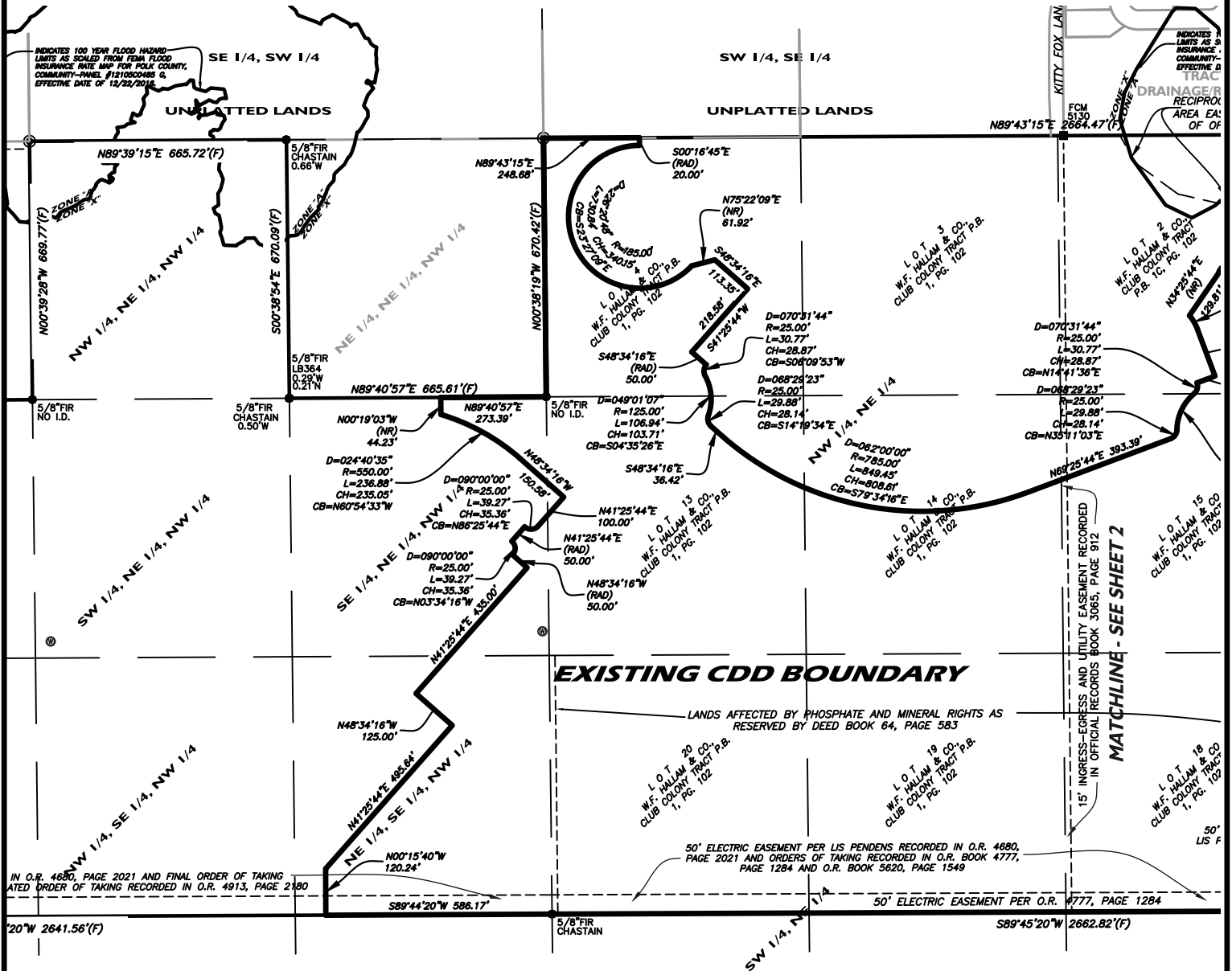
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# COMPOSITE EXHIBIT "2"



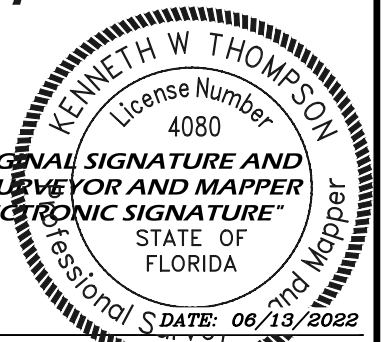
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KENNETH W. THOMPSON P.L.S. #4080

S:\ACTIVE\CENTERSTATE DEVELOPMENT\WIND MEADOWS SOUTH PHASE ONE-CDD DESC-06-13-2022.dwg, 6/13/2022 8:43 AM, Ken Thompson

## COMPOSITE EXHIBIT "2"

### LEGAL DESCRIPTION:

THAT PART OF THE NORTH 3/4 OF THE WEST 1/4 OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF THE NORTH 3/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 25, THE SAME ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°40'24" EAST, ALONG THE NORTH BOUNDARY OF SAID SECTION 25, ALSO BEING THE SOUTH BOUNDARY OF WIND MEADOWS AS RECORDED IN PLAT BOOK 139, PAGES 11-16 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA, A DISTANCE OF 1292.62 FEET TO THE WEST RIGHT-OF-WAY OF E.F. GRIFFIN ROAD; THENCE SOUTH 00°34'26" EAST, ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 1891.60 FEET TO THE SOUTH BOUNDARY OF THE NORTH 550 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE NORTH 89°41'23" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 584.51 FEET TO THE EAST BOUNDARY OF THE WEST 45 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE SOUTH 00°34'57" EAST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 120.04 FEET TO THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 25; THENCE NORTH 89°45'29" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 707.49 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 26; THENCE SOUTH 89°45'20" WEST, ALONG THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 2662.82 FEET TO THE SOUTHWEST CORNER THEREOF, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 89°44'20" WEST, ALONG SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 586.17 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH 00°15'40" WEST, A DISTANCE OF 120.24 FEET; THENCE NORTH 41°25'44" EAST, A DISTANCE OF 495.64 FEET; THENCE NORTH 48°34'16" WEST, A DISTANCE OF 125.00 FEET; THENCE NORTH 41°25'44" EAST, A DISTANCE OF 435.00 FEET; THENCE NORTH 48°34'16" WEST, A DISTANCE OF 50.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 90°00'00" (CHORD = 35.36 FEET, CHORD BEARING = NORTH 03°34'16" WEST) FOR A DISTANCE OF 39.27 FEET; THENCE DEPARTING SAID CURVE ALONG A RADIAL LINE, NORTH 41°25'44" EAST, A DISTANCE OF 50.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 90°00'00" (CHORD = 35.36 FEET, CHORD BEARING = NORTH 86°25'44" EAST) FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 41°25'44" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 48°34'16" WEST, A DISTANCE OF 150.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE/DELTA OF 24°40'35" (CHORD = 235.05 FEET, CHORD BEARING = NORTH 60°54'33" WEST) FOR A DISTANCE OF 236.88 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 00°19'03" WEST, A DISTANCE OF 44.23 FEET TO THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 26; THENCE NORTH 89°40'57" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 273.39 FEET TO THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH 00°38'19" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 670.42 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89°43'15" EAST ALONG THE NORTH BOUNDARY OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, A DISTANCE OF 248.68 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 00°16'45" EAST, A DISTANCE OF 20.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 185.00 FEET; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 226°20'48" (CHORD = 340.15 FEET, CHORD BEARING = SOUTH 23°27'09" EAST) FOR A DISTANCE OF 730.84 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-RADIAL LINE NORTH 75°22'09" EAST, A DISTANCE OF 61.92 FEET; THENCE

### LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 4 OF 5

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## COMPOSITE EXHIBIT "2"

### **LEGAL DESCRIPTION: CONTINUED**

SOUTH 48°34'16" EAST, A DISTANCE OF 113.35 FEET; THENCE SOUTH 41°25'44" WEST, A DISTANCE OF 218.58 FEET; THENCE SOUTH 48°34'16" EAST, A DISTANCE OF 50.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 70°31'44" (CHORD = 28.87 FEET, CHORD BEARING = SOUTH 06°09'53" WEST) FOR A DISTANCE OF 30.77 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 49°01'07" (CHORD = 103.71 FEET, CHORD BEARING = SOUTH 04°35'26" EAST) FOR A DISTANCE OF 106.94 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 68°29'23" (CHORD = 28.14 FEET, CHORD BEARING = SOUTH 14°19'34" EAST) FOR A DISTANCE OF 29.88 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 48°34'16" EAST, A DISTANCE OF 36.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 785.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 62°00'00" (CHORD = 808.61 FEET, CHORD BEARING = SOUTH 79°34'16" EAST) FOR A DISTANCE OF 849.45 FEET TO THE POINT OF TANGENCY; THENCE NORTH 69°25'44" EAST, A DISTANCE OF 393.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 68°29'23" (CHORD = 28.14 FEET, CHORD BEARING = NORTH 35°11'03" EAST) FOR A DISTANCE OF 29.88 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 49°01'07" (CHORD = 103.71 FEET, CHORD BEARING = NORTH 25°26'54" EAST) FOR A DISTANCE OF 106.94 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 70°31'44" (CHORD = 28.87 FEET, CHORD BEARING = NORTH 14°41'36" EAST) FOR A DISTANCE OF 30.77 FEET; THENCE DEPARTING SAID CURVE ALONG A RADIAL LINE, NORTH 69°25'44" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 20°34'16" WEST, A DISTANCE OF 129.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 125.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 19°03'06" (CHORD = 41.37 FEET, CHORD BEARING = NORTH 30°05'49" WEST) FOR A DISTANCE OF 41.56 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 34°25'44" EAST, A DISTANCE OF 129.81 FEET; THENCE NORTH 24°25'05" EAST, 333.54 FEET; THENCE NORTH 14°00'00" EAST, A DISTANCE OF 60.00 FEET TO THE NORTH BOUNDARY OF THE AFOREMENTIONED SECTION 26; THENCE NORTH 89°43'15" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 765.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS WITHIN ITS BOUNDARIES LOTS 7, 8, LOTS 9 AND 10 IN THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25, AND LOT 1, PORTIONS OF LOTS 2, 4, 13, 14, AND 15, AND LOTS 16, 17, 18, 19 AND 20 IN THE NORTHEAST 1/4 OF THE AFORESAID SECTION 26, OF W.F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKELAND HIGHLANDS, AS RECORDED IN PLAT BOOK 1, PAGE 102 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CONTAINS 159.67 ACRES, MORE OR LESS, TO THE EXISTING RIGHTS-OF-WAY AS DEDICATED OR IN USE.

### **LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 5 OF 5**

THE SEAL APPEARING ON THIS DOCUMENT WAS  
AUTHORIZED BY KENNETH W. THOMPSON, P.S.M.  
AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE  
OR A DIGITAL SIGNATURE AFFIXED HERETO.



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**STATE OF FLORIDA AUTHORIZATION FOR:  
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**"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER  
UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"**



KENNETH W. THOMPSON P.L.S. #4080

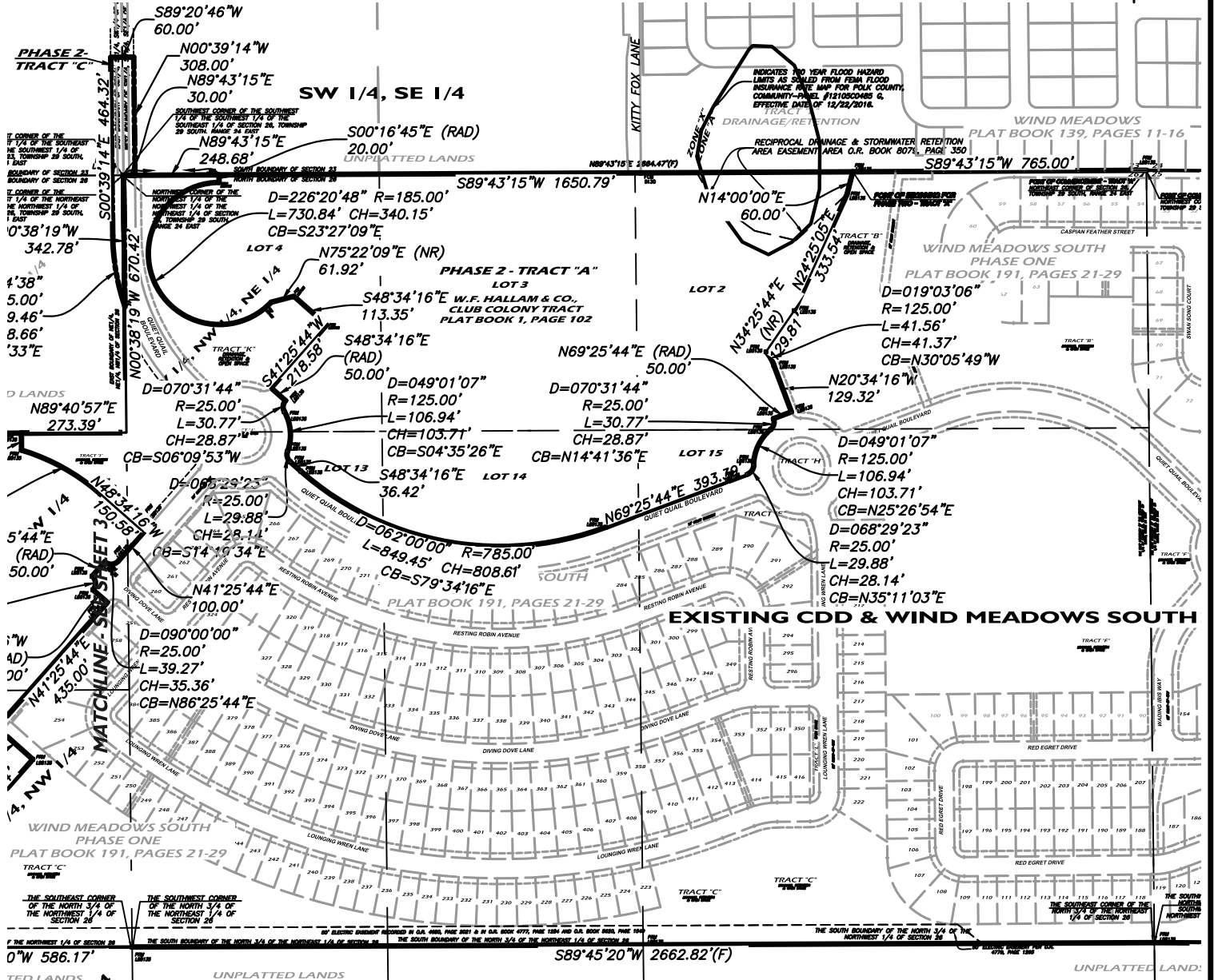






# COMPOSITE EXHIBIT "3"

North 1" = 400'



## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 2 OF 6

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



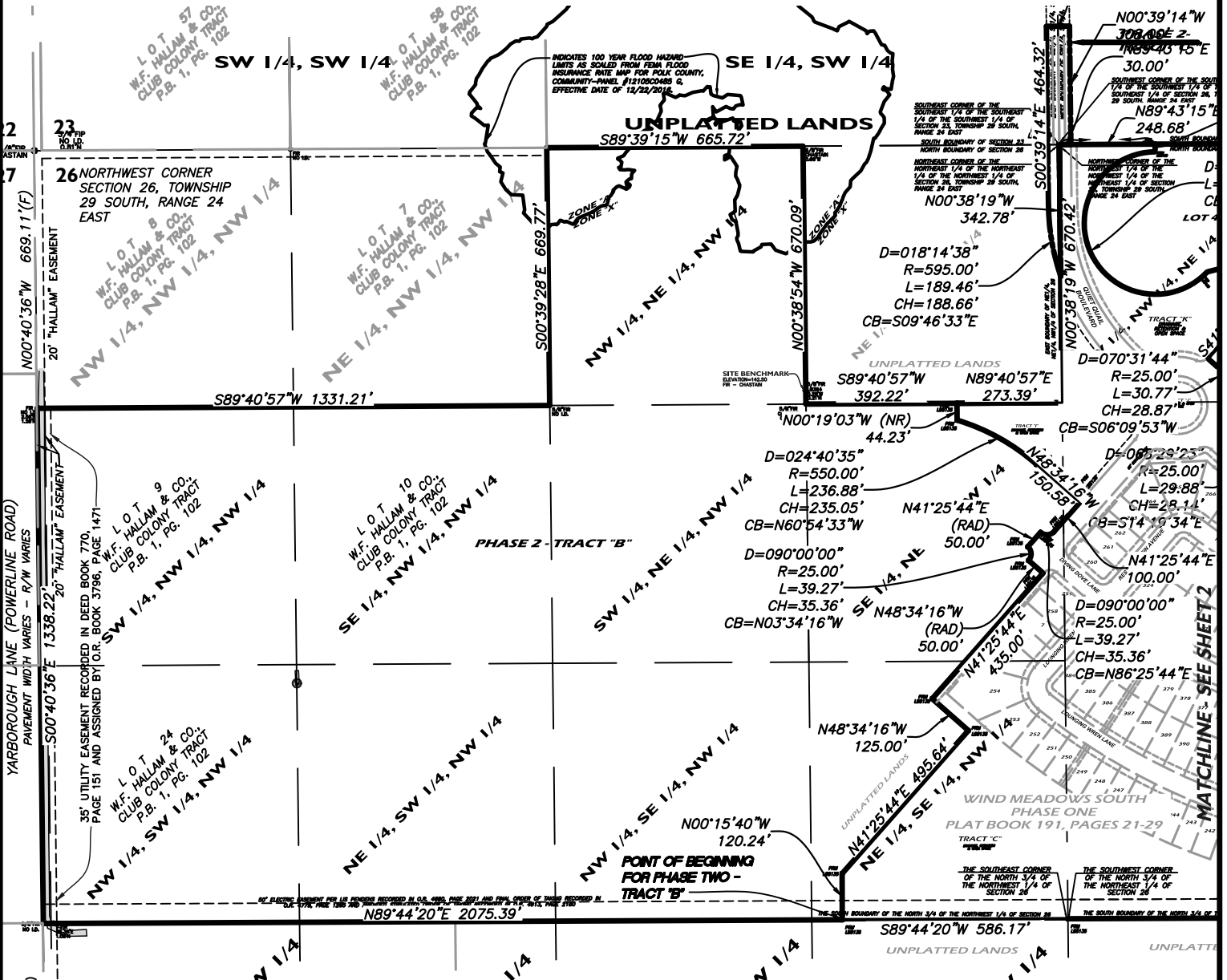
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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "3"



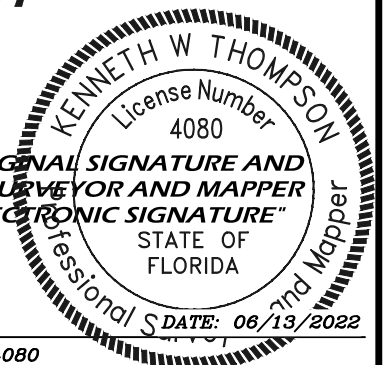
## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 3 OF 6

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "3"

## LEGAL DESCRIPTION:

### TRACT "A":

THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°43'15" WEST ALONG THE NORTH BOUNDARY THEREOF, SAID LINE ALSO BEING THE SOUTH BOUNDARY OF WIND MEADOWS AS RECORDED IN PLAT BOOK 139, PAGES 11-16 OF THE PUBLIC RECORDS OF POLK COUNTY, A DISTANCE OF 765.00 FEET TO THE POINT OF BEGINNING, THE SAME ALSO BEING AT THE INTERSECTION WITH THE WESTERN BOUNDARY OF TRACT "B", WIND MEADOWS SOUTH PHASE ONE AS RECORDED IN PLAT BOOK 191, PAGES 21-29 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE CONTINUE SOUTH 89°43'15" WEST ALONG THE AFORESAID NORTH BOUNDARY OF SECTION 26, A DISTANCE OF 1650.79 FEET TO THE INTERSECTION WITH THE EASTERN BOUNDARY OF TRACT "R" OF THE AFOREMENTIONED WIND MEADOWS SOUTH PHASE ONE; THENCE DEPARTING THE NORTH BOUNDARY OF SECTION 26 AND ALONG THE EASTERN BOUNDARY OF SAID TRACT "R", THE FOLLOWING FIVE (5) COURSES: 1.) SOUTH 00°16'45" EAST, A DISTANCE OF 20.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 185.00 FEET; THENCE 2.) SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 226°20'48" (CHORD = 340.15 FEET, CHORD BEARING = SOUTH 23°27'09" EAST) FOR A DISTANCE OF 730.84 FEET; THENCE 3.) DEPARTING SAID CURVE ALONG A NON-RADIAL LINE NORTH 75°22'09" EAST, A DISTANCE OF 61.92 FEET; THENCE 4.) SOUTH 48°34'16" EAST, A DISTANCE OF 113.35 FEET; THENCE 5.) SOUTH 41°25'44" WEST, A DISTANCE OF 218.58 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF QUIET QUAIL BOULEVARD OF THE AFOREMENTIONED WIND MEADOWS SOUTH PHASE ONE; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY AND THE BOUNDARY OF SAID WIND MEADOWS SOUTH PHASE ONE, THE FOLLOWING ELEVEN (11) COURSES: 1.) SOUTH 48°34'16" EAST, A DISTANCE OF 50.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE 2.) SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 70°31'44" (CHORD = 28.87 FEET, CHORD BEARING = SOUTH 06°09'53" WEST) FOR A DISTANCE OF 30.77 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 125.00 FEET; THENCE 3.) SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 49°01'07" (CHORD = 103.71 FEET, CHORD BEARING = SOUTH 04°35'26" EAST) FOR A DISTANCE OF 106.94 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE 4.) SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 68°29'23" (CHORD = 28.14 FEET, CHORD BEARING = SOUTH 14°19'34" EAST) FOR A DISTANCE OF 29.88 FEET TO THE POINT OF TANGENCY; THENCE 5.) SOUTH 48°34'16" EAST, A DISTANCE OF 36.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 785.00 FEET; THENCE 6.) EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 62°00'00" (CHORD = 808.61 FEET, CHORD BEARING = SOUTH 79°34'16" EAST) FOR A DISTANCE OF 849.45 FEET TO THE POINT OF TANGENCY; THENCE 7.) NORTH 69°25'44" EAST, A DISTANCE OF 393.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE 8.) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 68°29'23" (CHORD = 28.14 FEET, CHORD BEARING = NORTH 35°11'03" EAST) FOR A DISTANCE OF 29.88 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 125.00 FEET; THENCE 9.) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 49°01'07" (CHORD = 103.71 FEET, CHORD BEARING = NORTH 25°26'54" EAST) FOR A DISTANCE OF 106.94 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00; THENCE 10.) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 70°31'44" (CHORD = 28.87 FEET, CHORD BEARING = NORTH 14°41'36" EAST) FOR A DISTANCE OF 30.77 FEET; THENCE 11.) DEPARTING SAID CURVE ALONG A RADIAL LINE, NORTH 69°25'44" EAST, A DISTANCE OF 50.00 FEET TO THE INTERSECTION WITH THE WESTERN BOUNDARY OF TRACT "B" OF SAID WIND MEADOWS SOUTH PHASE ONE; THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF SAID TRACT "B" THE FOLLOWING FIVE (5) COURSES: 1.) NORTH 20°34'16" WEST, A DISTANCE OF 129.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 125.00 FEET; THENCE 2.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 19°03'06" (CHORD = 41.37 FEET, CHORD BEARING = NORTH 30°05'49" WEST) FOR A DISTANCE OF 41.56 FEET; THENCE 3.) DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 34° 25'44" EAST, A DISTANCE OF 129.81 FEET; THENCE 4.) NORTH 24°25'05" EAST, A DISTANCE OF 333.54 FEET; THENCE 5.) NORTH 14°00'00" EAST, A DISTANCE OF 60.00 FEET TO THE NORTH BOUNDARY OF THE AFOREMENTIONED SECTION 26 AND THE POINT OF BEGINNING.

## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 4 OF 6

THE SEAL APPEARING ON THIS DOCUMENT WAS  
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AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE  
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KENNETH W. THOMPSON P.L.S. #4080



# COMPOSITE EXHIBIT "3"

## LEGAL DESCRIPTION: CONTINUED

SAID PARCEL CONTAINS WITHIN ITS BOUNDARIES PORTIONS OF LOTS 2, 3, 4, 13, 14 AND 15 IN THE NORTHEAST 1/4 OF THE AFORESAID SECTION 26, OF W.F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKELAND HIGHLANDS, AS RECORDED IN PLAT BOOK 1, PAGE 102 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CONTAINS 29.58 ACRES, MORE OR LESS.

TOGETHER WITH

### TRACT "B":

THAT PART OF THE NORTH 3/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA LYING WEST OF AND CONTIGUOUS WITH THE WESTERN BOUNDARY OF WIND MEADOWS SOUTH PHASE ONE AS RECORDED IN PLAT BOOK 191, PAGES 21-29 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, THE SAME ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°40'24" EAST, ALONG THE NORTH BOUNDARY OF SAID SECTION 25, ALSO BEING THE SOUTH BOUNDARY OF WIND MEADOWS AS RECORDED IN PLAT BOOK 139, PAGES 11-16 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA, A DISTANCE OF 1282.92 FEET TO THE WEST RIGHT-OF-WAY OF E.F. GRIFFIN ROAD; THENCE SOUTH 00°34'16" EAST, ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 1891.60 FEET TO THE SOUTH BOUNDARY OF THE NORTH 550 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE NORTH 89°41'23" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 574.72 FEET TO THE EAST BOUNDARY OF THE WEST 45 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE SOUTH 00°34'57" EAST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 120.04 FEET TO THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE NORTH 89°45'29" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 707.49 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 26; THENCE SOUTH 89°45'20" WEST, ALONG THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 2662.82 FEET TO THE SOUTHWEST CORNER THEREOF, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 89°44'20" WEST, ALONG SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 586.17 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID WIND MEADOWS SOUTH PHASE ONE AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH BOUNDARY AND ALONG THE WESTERN BOUNDARY OF THE AFORESAID WIND MEADOWS SOUTH PHASE ONE THE FOLLOWING TWELVE (12) COURSES: 1.) NORTH 00°15'40" WEST, A DISTANCE OF 120.24 FEET; THENCE 2.) NORTH 41°25'44" EAST, A DISTANCE OF 495.64 FEET; THENCE 3.) NORTH 48°34'16" WEST, A DISTANCE OF 125.00 FEET; THENCE 4.) NORTH 41°25'44" EAST, A DISTANCE OF 435.00 FEET; THENCE 5.) NORTH 48°34'16" WEST, A DISTANCE OF 50.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE 6.) NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 90°00'00" (CHORD = 35.36 FEET, CHORD BEARING = NORTH 03°34'16" WEST) FOR A DISTANCE OF 39.27 FEET; THENCE 7.) DEPARTING SAID CURVE ALONG A RADIAL LINE, NORTH 41°25'44" EAST, A DISTANCE OF 50.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE 8.) EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 90°00'00" (CHORD = 35.36 FEET, CHORD BEARING = NORTH 86°25'44" EAST) FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE 9.) NORTH 41°25'44" EAST, A DISTANCE OF 100.00 FEET; THENCE 10.) NORTH 48°34'16" WEST, A DISTANCE OF 150.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 550.00 FEET; THENCE 11.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE/Delta OF 24°40'35" (CHORD = 235.05 FEET, CHORD BEARING = NORTH 60°54'33" WEST) FOR A DISTANCE OF 236.88 FEET; THENCE 12.) DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 00°19'03" WEST, A DISTANCE OF 44.23 FEET TO THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 26; THENCE DEPARTING THE WESTERN BOUNDARY OF SAID WIND MEADOWS SOUTH PHASE ONE SOUTH 89°40'57" WEST ALONG THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 392.22 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE

## LEGAL DESCRIPTION AND SKETCH

NOT A BOUNDARY SURVEY

SHEET 5 OF 6

THE SEAL APPEARING ON THIS DOCUMENT WAS  
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AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE  
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KENNETH W. THOMPSON P.L.S. #4080

## COMPOSITE EXHIBIT "3"

### LEGAL DESCRIPTION: CONTINUED

NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 00°38'54" WEST ALONG THE EAST BOUNDARY THEREOF A DISTANCE OF 670.09 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 89°39'15" WEST ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 665.72 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00°39'28" EAST ALONG THE WEST BOUNDARY THEREOF A DISTANCE OF 669.77 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 89°40'57" WEST ALONG THE NORTH BOUNDARY OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, A DISTANCE OF 1331.21 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26; THENCE SOUTH 00°40'36" EAST ALONG THE WEST BOUNDARY OF SAID SECTION 26, A DISTANCE OF 1338.22 FEET TO THE SOUTHWEST CORNER OF THE NORTH 3/4 OF SAID SECTION 26; THENCE NORTH 89°44'20" EAST ALONG THE SOUTH BOUNDARY OF THE NORTH 3/4 OF SAID SECTION 26, A DISTANCE OF 2075.39 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS WITHIN ITS BOUNDARIES LOTS 9, 10, AND 24 IN THE NORTHWEST 1/4 OF THE AFORESAID SECTION 26, OF W.F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKELAND HIGHLANDS, AS RECORDED IN PLAT BOOK 1, PAGE 102 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CONTAINS 83.95 ACRES, MORE OR LESS.

TOGETHER WITH

### TRACT "C"

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, THE SAME ALSO BEING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26 AND ALSO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 AND ALSO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH 89°43'15" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 23, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH 00°39'14" WEST A DISTANCE OF 308.00 FEET; THENCE SOUTH 89°20'46" WEST A DISTANCE OF 60.00 FEET; THENCE SOUTH 00°39'14" EAST A DISTANCE OF 464.32 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 595.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 18°14'38" (CHORD = 188.66 FEET, CHORD BEARING = SOUTH 09°46'33" EAST) FOR A DISTANCE OF 189.46 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE EAST BOUNDARY OF THE AFOREMENTIONED NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26; THENCE DEPARTING SAID CURVE AND ALONG THE SAID EAST BOUNDARY, NORTH 00°38'19" WEST, A DISTANCE OF 342.78 FEET TO THE POINT OF BEGINNING.

CONTAINING: 26,901.25 SQUARE FEET (0.61 ACRE), MORE OR LESS.

## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 6 OF 6

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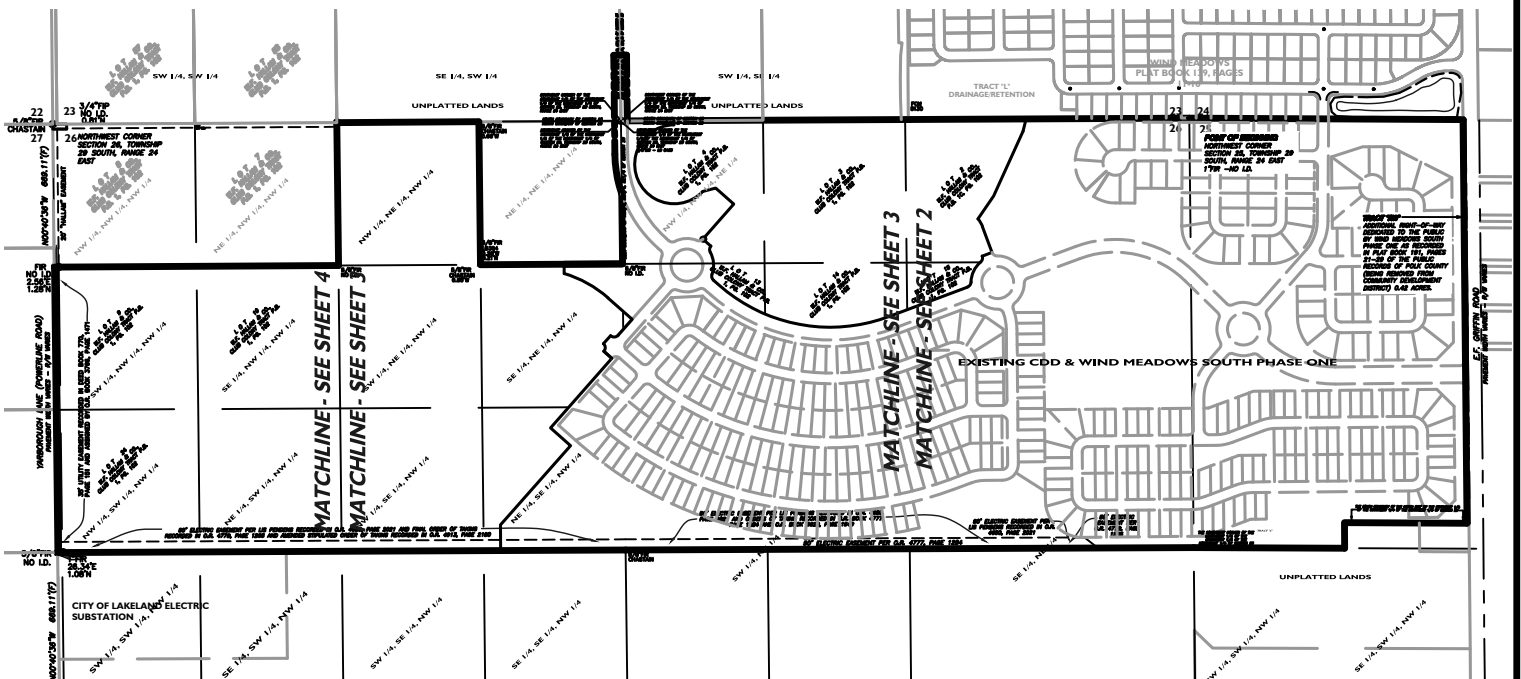
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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "4"



## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 1 OF 5

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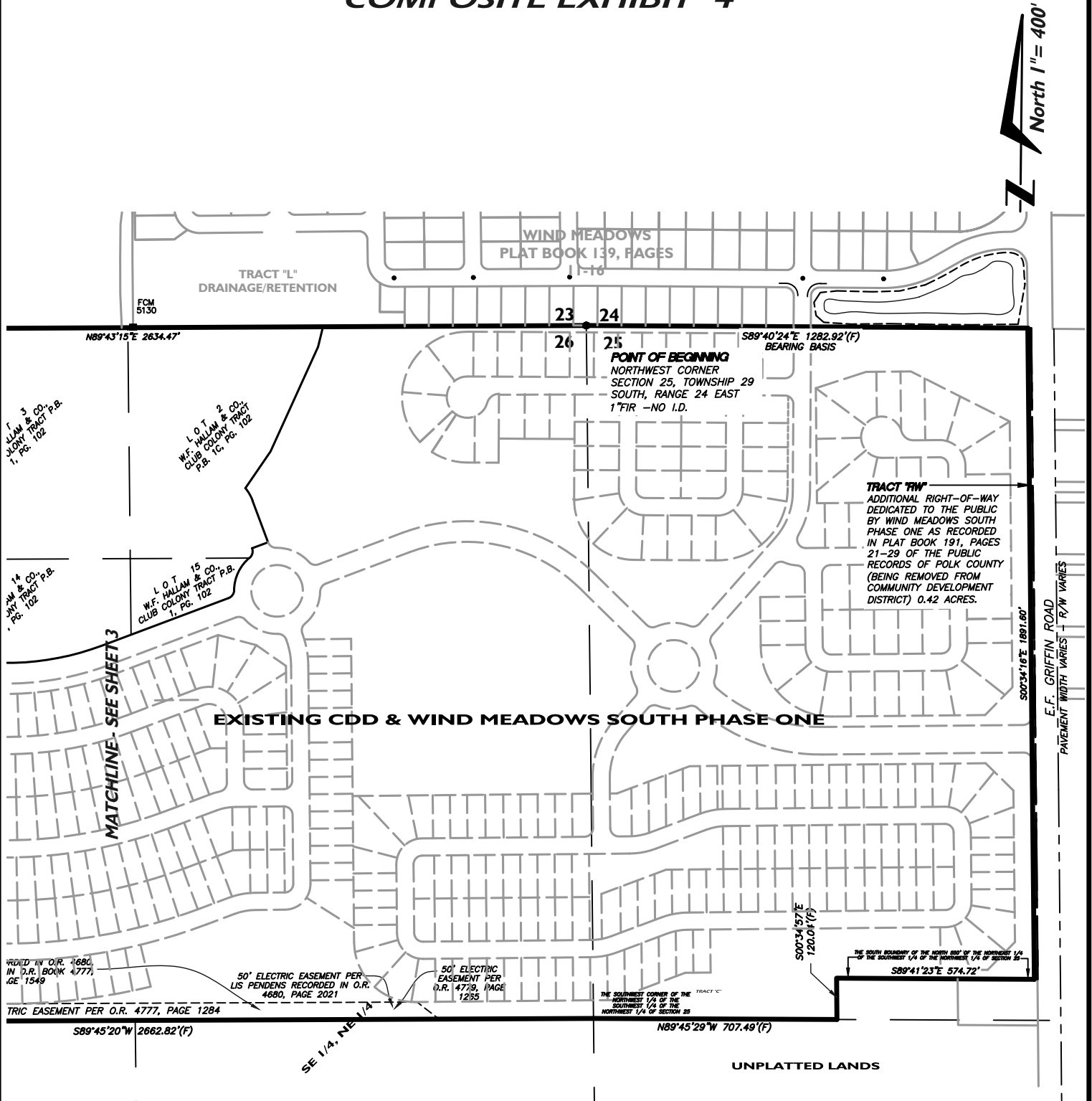
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# COMPOSITE EXHIBIT "4"



## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 2 OF 5

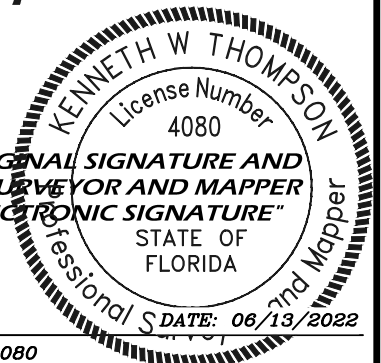
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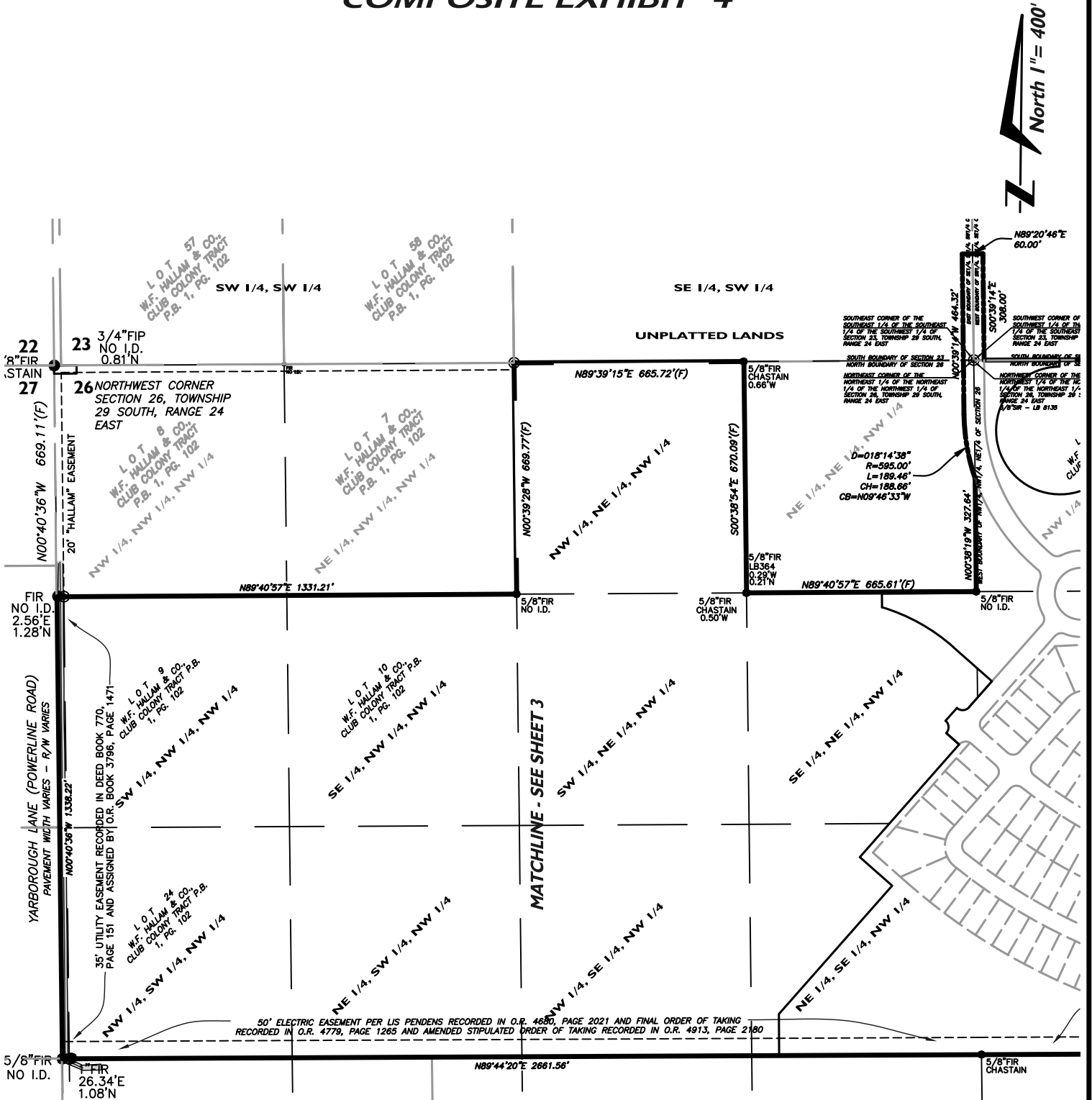
S:\ACTIVE\CENTERSTATE DEVELOPMENT\WIND MEADOWS SOUTH\HCDD EXHIBITS 06-13-2022\WINDMEADOWS SOUTH-NEW CDD DESC-06-13-2022.dwg, 6/29/2022 10:31 AM, Ken Thompson



KENNETH W. THOMPSON P.L.S. #4080



# COMPOSITE EXHIBIT "4"



## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 4 OF 5

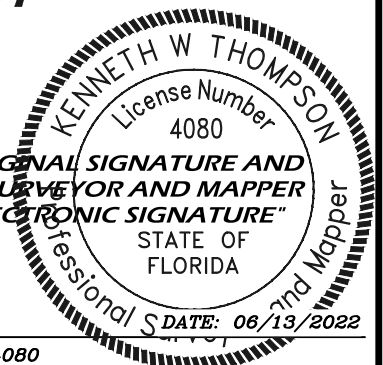
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KENNETH W. THOMPSON P.L.S. #4080

## COMPOSITE EXHIBIT "4"

### LEGAL DESCRIPTION:

THAT PART OF THE NORTH 3/4 OF THE WEST 1/4 OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF THE NORTH 3/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 25, THE SAME ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°40'24" EAST, ALONG THE NORTH BOUNDARY OF SAID SECTION 25, ALSO BEING THE SOUTH BOUNDARY OF WIND MEADOWS AS RECORDED IN PLAT BOOK 139, PAGES 11-16 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA, A DISTANCE OF 1282.92 FEET TO THE WEST RIGHT-OF-WAY OF E.F. GRIFFIN ROAD ACCORDING TO THE PLAT OF WIND MEADOWS SOUTH PHASE ONE AS RECORDED IN PLAT BOOK 191, PAGES 21-29 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°34'26" EAST, ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 1891.60 FEET TO THE SOUTH BOUNDARY OF THE NORTH 550 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE NORTH 89°41'23" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 574.72 FEET TO THE EAST BOUNDARY OF THE WEST 45 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE SOUTH 00°34'57" EAST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 120.04 FEET TO THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 25; THENCE NORTH 89°45'29" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 707.49 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 26; THENCE SOUTH 89°45'20" WEST, ALONG THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 2662.82 FEET TO THE SOUTHWEST CORNER THEREOF, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 89°44'20" WEST, ALONG SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 2661.56 FEET TO THE SOUTHWEST CORNER OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 00°40'36" WEST ALONG THE WEST BOUNDARY THEREOF A DISTANCE OF 1338.22 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 89°40'57" EAST ALONG THE NORTH BOUNDARY THEREOF AND THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26 A DISTANCE OF 1331.21 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE ALONG THE WEST, NORTH AND EAST BOUNDARIES THEREOF THE FOLLOWING THREE (3) COURSES: 1.) NORTH 00°39'28" WEST, 669.77 FEET TO THE NORTHWEST CORNER THEREOF; THENCE 2.) NORTH 89°39'15" EAST, 665.72 FEET TO THE NORTHEAST CORNER THEREOF; THENCE 3.) SOUTH 00°38'54" EAST, 670.09 FEET TO THE SOUTHEAST CORNER THEREOF, THE SAME ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 89°40'57" EAST ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 665.61 FEET TO THE NORTHEAST CORNER THEREOF, THE SAME ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH 00°38'19" WEST ALONG THE WEST BOUNDARY THEREOF A DISTANCE OF 327.64 FEET TO THE NON-RADIAL, NON-TANGENT INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 595.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 18°14'38" (CHORD = 188.66 FEET, CHORD BEARING = NORTH 09°46'33" WEST) FOR A DISTANCE OF 189.46 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°39'14" WEST, 464.32 FEET; THENCE NORTH 89°20'46" EAST, 60.00 FEET; THENCE SOUTH 00°39'14" EAST, 308.00 FEET TO THE SOUTH BOUNDARY OF THE AFOREMENTIONED SECTION 23, THE SAME ALSO BEING THE NORTH BOUNDARY OF THE AFOREMENTIONED SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST; THENCE NORTH 89°43'15" EAST ALONG SAID BOUNDARY, A DISTANCE OF 2634.47 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS WITHIN ITS BOUNDARIES PORTIONS OF LOTS 2, 3, 4, 13, 14 AND 15 IN THE NORTHEAST 1/4 OF THE AFORESAID SECTION 26, AND LOTS 9, 10, AND 24 IN THE NORTHWEST 1/4 OF THE AFORESAID SECTION 26, OF W.F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, AS RECORDED IN PLAT BOOK 1, PAGE 102 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CONTAINS 273.39 ACRES, MORE OR LESS.

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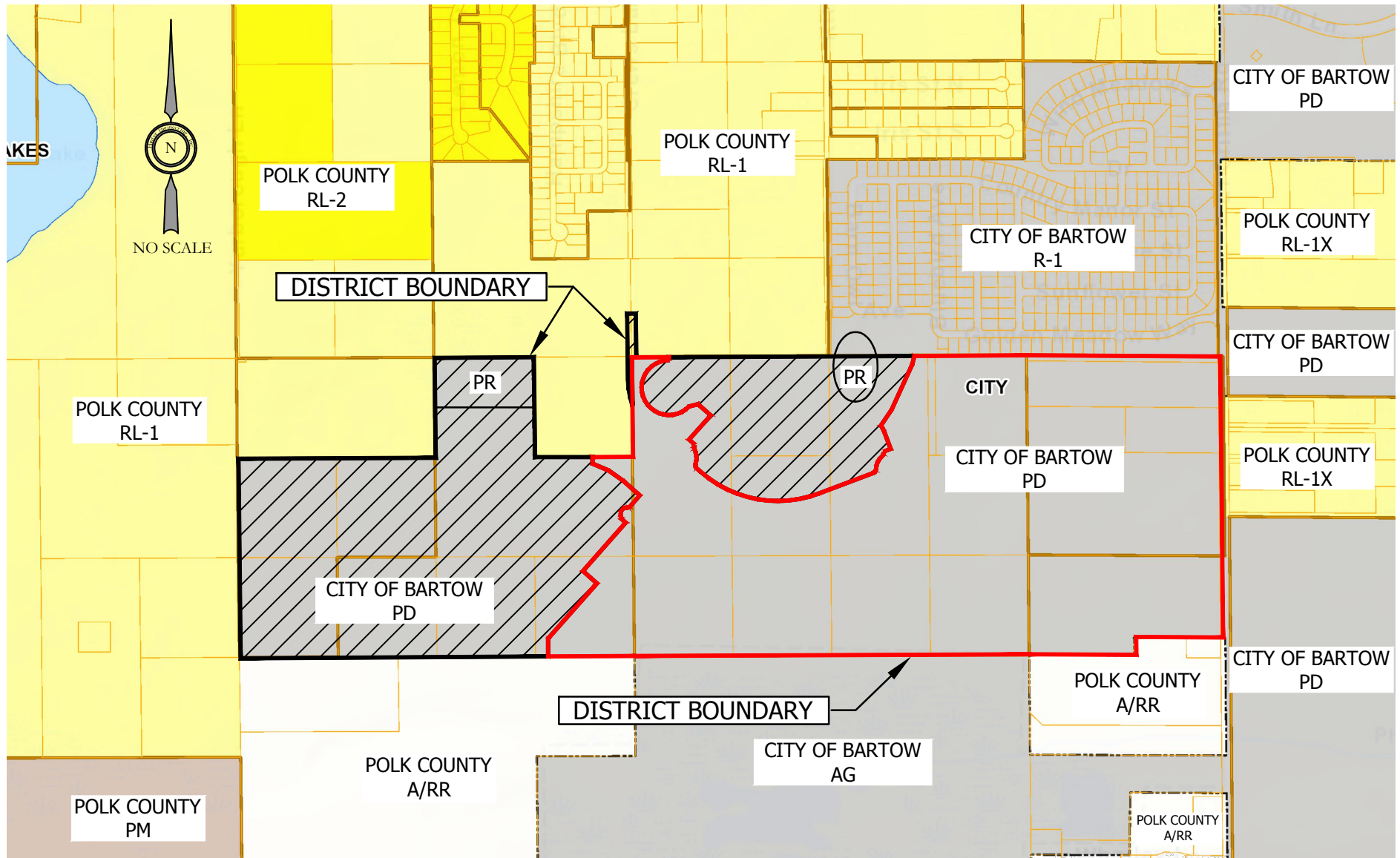
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KENNETH W. THOMPSON P.L.S. #4080



**ZONING MAP  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

Prepared By

**HUNTER ENGINEERING, INC.**

Certificate of Authorization #8394

4900 Dundee Road  
Winter Haven, FL 33884

Telephone: 863-676-7770  
Facsimile: 863-965-0181

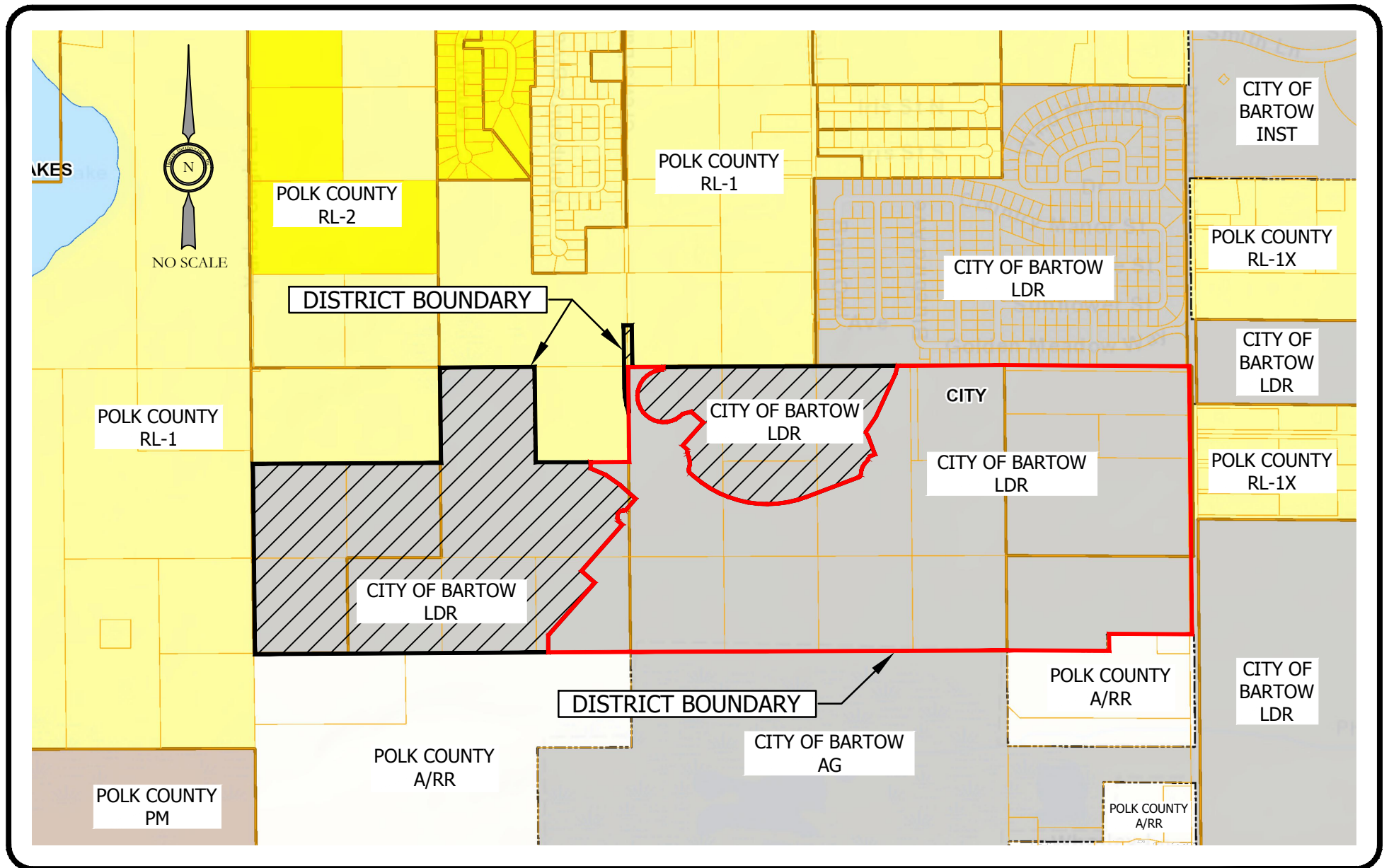
**LEGEND**

	CITY OF BARTOW
	PR (PUBLIC RECREATION) CITY OF BARTOW
	A/RR (RURAL) - POLK COUNTY
	RL-1 (RES. LOW) - POLK COUNTY
	RL-1X (RES. LOW) - POLK COUNTY
	RL-2 (RES. LOW) - POLK COUNTY
	PM (PHOSPHATE MINING) - POLK COUNTY

Date: June 7, 2022

**Exhibit 5**





**FUTURE LAND USE MAP  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

Prepared By

**HUNTER ENGINEERING, INC.**

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**LEGEND**

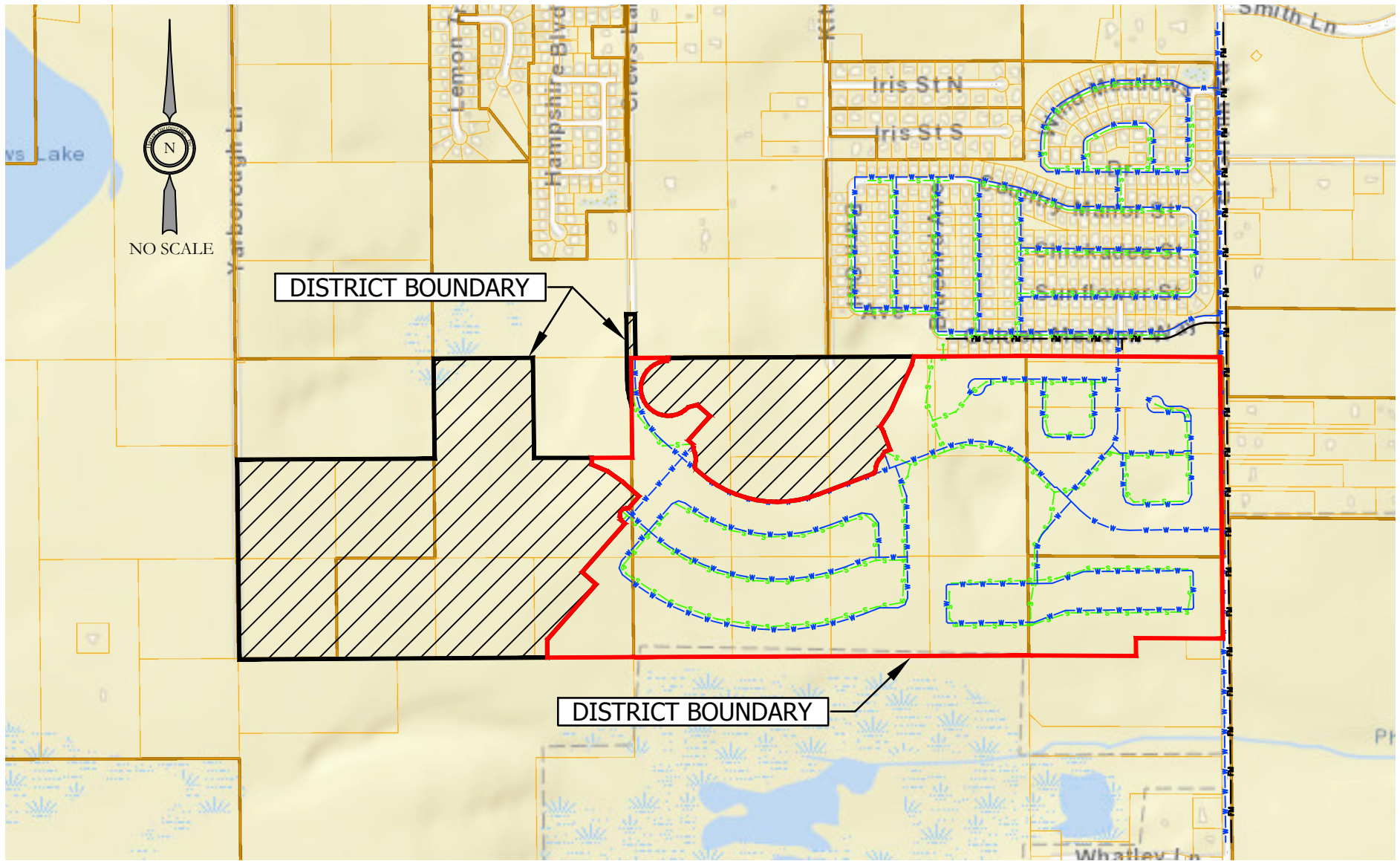
**AG** - (AGRICULTURE) CITY OF BARTOW

**LDR** - (LOW DENSITY RES.) CITY OF BARTOW

**INST** - (INSTITUTIONAL) CITY OF BARTOW

Date: June 7, 2022

**Exhibit 6**



UTILITIES MAP  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT

Prepared By  
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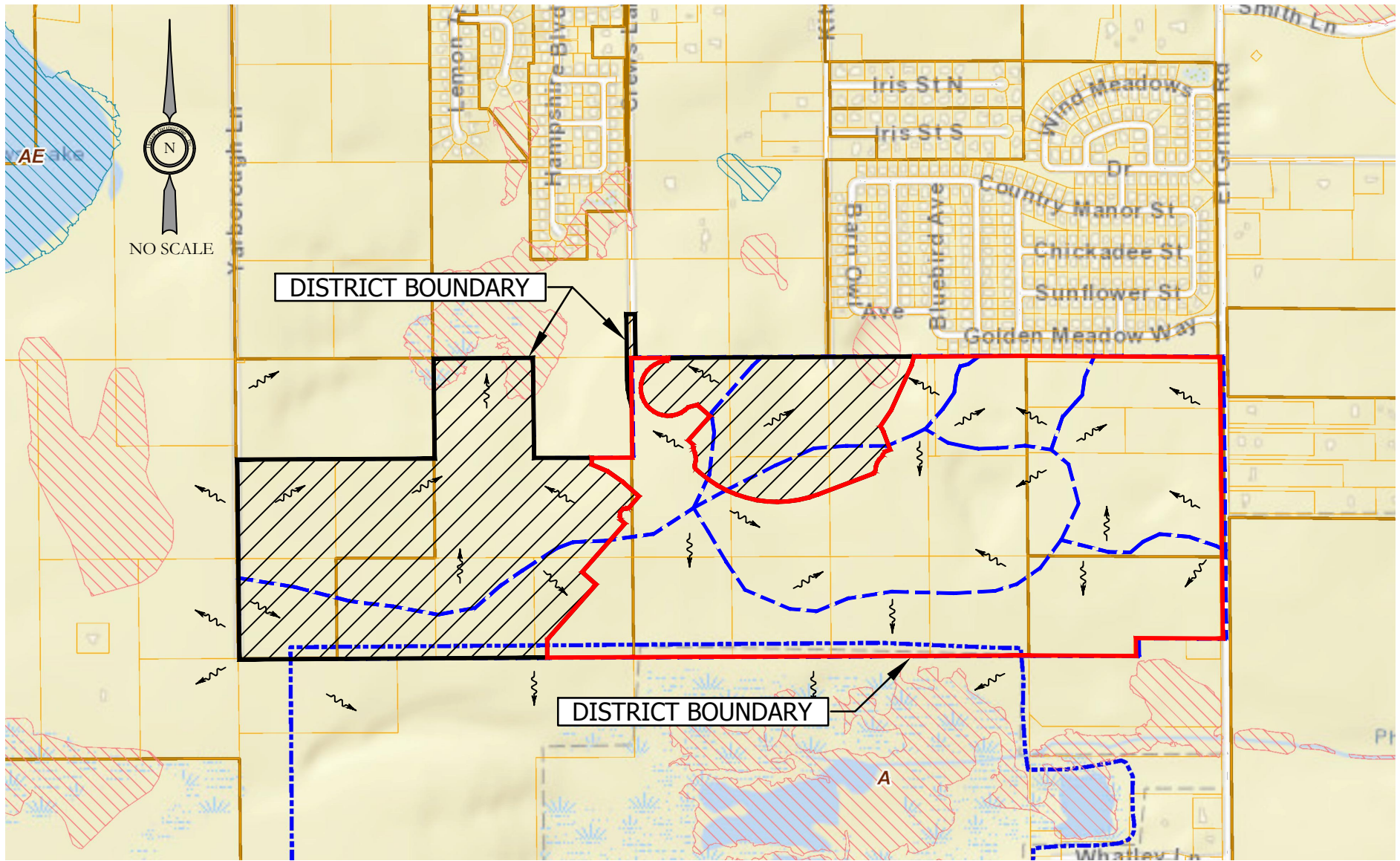
LEGEND

- W—W—W— WATER LINE
- S—S—S— GRAVITY SANITARY
- FM— FORCE MAIN

Date: June 7, 2022

Exhibit 7





**DRAINAGE MAP  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

Prepared By  
**HUNTER ENGINEERING, INC.**

Certificate of Authorization #8394

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Winter Haven, FL 33884

Telephone: 863-676-7770  
Facsimile: 863-965-0181

**LEGEND**

— FLOW DIRECTION  
- - - DRAINAGE BASIN

Date: June 7, 2022

**Exhibit 8**

Exhibit 9

Wind Meadows South  
Community Development District  
Summary of District Facilities - Phase 1 & 2

<i>District Infrastructure</i>	<i>Construction</i>	<i>Ownership</i>	<i>Capital Financing</i> <sup>(1)</sup>	<i>Operation &amp; Maintenance</i>
Offsite Improvements	<i>District</i>	<i>County</i>	<i>District Bonds</i>	<i>County</i>
Stormwater Facilities	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>
Water, Sewer, Reclaimed Water, Lift Stations	<i>District</i>	<i>City of Bartow</i>	<i>District Bonds</i>	<i>City of Bartow</i>
Street Lighting / Conduit <sup>(2)</sup>	<i>District</i>	<i>District</i> <sup>(2)</sup>	<i>District Bonds</i>	<i>District</i> <sup>(2)</sup>
Roadways	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>
Entry Feature & Signage	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>
Parks & Recreational Facilities	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>

Notes:

- 1. Costs not funded by bonds will be funded by the developer.
- 2. Street lighting / conduit shall be owned and maintained by the District or the District shall enter into a lease with the City of Lakeland.

**Exhibit 10**  
**Wind Meadows South**  
**Community Development District**  
**Summary of Probable Costs**

<b>Infrastructure</b> <sup>(1)/(9)</sup>	<b>Phase 1</b> 416 Lots <sup>(10)</sup> 2021-2022	<b>Phase 2</b> 419 Lots <sup>(11)</sup> 2023-2024	<b>Totals</b> 835 Lots <sup>(12)</sup>
Offsite Improvements <sup>(5)/(6)</sup>	\$850,000	\$0	\$850,000
Stormwater Management <sup>(2)/(3)/(5)/(6)</sup>	\$3,100,000	\$3,122,355.77	\$6,222,356
Utilities (Water, Sewer, Reclaim, & Street Lighting) <sup>(5)/(6)/(8)</sup>	\$3,326,640	\$3,350,630.19	\$6,677,270
Roadway <sup>(4)/(5)/(6)</sup>	\$2,950,000	\$1,500,000	\$4,450,000
Entry Feature <sup>(6)/(7)</sup>	\$835,000	\$0	\$835,000
Parks & Recreational Facilities <sup>(1)/(6)</sup>	\$1,189,875	\$0	\$1,189,875
Contingency (10%)	\$1,225,151.5	\$797,298.6	\$2,022,450
<b>Total</b>	<b>\$13,476,667</b>	<b>\$8,770,285</b>	<b>\$22,246,951</b>

**Notes:**

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates for Phase 2 are based on 2022 costs.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with the City of Lakeland for the street light poles and lighting service. Only undergrounding of wire in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 835 lots.
10. 89 – 70 foot wide lots and 327 - 50 foot wide lots
11. 419 – 50 foot wide lots
12. Entire Project proposes 89 – 70 foot wide lots and 746 – 50 foot wide lots



## SECTION VI

**AMENDED AND RESTATED MASTER  
ASSESSMENT METHODOLOGY  
  
FOR  
  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: January 11, 2023**

**Prepared by**

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

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

## **1.0 Introduction**

The Wind Meadows South Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance at this time of not to exceed \$29,000,000 of tax-exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Capital Improvement Plan”) within the District more specifically described in the Engineer’s Report Composite Exhibit 6, dated June 1, 2021 prepared by Hunter Engineering, Inc. as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Capital Improvements or Capital Improvement Plan (“Capital Improvements”) that benefit property owners within the District.

### **1.1 Purpose**

The Board of Supervisors (“Board”) of the District previously approved the Master Assessment Methodology, dated June 9, 2021 (the “Master Report”). The Master Report established an assessment methodology the District followed to allocate debt assessments to properties within the District benefitting from the District’s CIP. Such assessments secure repayment of the Bonds. The District also previously adopted as a supplement to the Master Report, at the time of the issuance of the District’s \$9,335,000 Special Assessment Bonds, Series 2021 (“Series 2021 Bonds”), Supplemental Assessment Methodology report dated September 21, 2021 (“Series 2021 Supplemental Report”). The Series 2021 Supplemental Report applied the methodology to the details of the Series 2021 Bonds to allocate debt assessments (“Series 2021 Assessments”) to benefitting properties within the District to secure the repayment of the Series 2021 Bonds.

The methodology established by the Master Report allocated debt assessments to planned future units of residential product types. Since adoption of the Master Report, there have been expansions to add new parcels within the District, which has changed the total acreage within the District. This Amended and Restated Master Assessment Report amends and restates the original approved Master Report (collectively, the “Assessment Report”) and provides for an updated assessment methodology that reflects changes to the total acreage within the District. The revised development plan increases the total acreage of the District, thereby decreasing the maximum par debt per acre.

This Assessment Report continues to allocate the debt to properties based on the special benefits each receives from the Capital Improvement Plan. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvement Plan. It is anticipated that the District will issue multiple series of Bonds to fund all or a portion of the Capital Improvement Plan. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

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

## **1.2 Background**

The District currently includes approximately 273.39 acres within Bartow, Florida. The development program for the District currently envisions approximately 835 residential units. The proposed development program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

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

The assessment methodology is a four-step process.

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

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

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and

peculiar benefits, which accrue to property within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within District would be prohibited by law.

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

#### **1.4 Requirements of a Valid Assessment Methodology**

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

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

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

#### **1.5 Special Benefits Will Equal or Exceed the Costs Allocated**

The special benefits provided to the property within the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$22,246,951. The District's Underwriter projects that financing costs required to fund the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$29,000,000. Without the Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

### **2.0 Assessment Methodology**

#### **2.1 Overview**

The District anticipates issuing approximately \$29,000,000 in Bonds in one or more series to fund the District's entire Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report

to allocate the \$29,000,000 in debt to the properties within the District benefiting from the Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvements needed to support the development; these construction costs are outlined in Table 2. The Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$22,246,950. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the Capital Improvements and related costs was determined by the District's Underwriter to total approximately \$29,000,000. Table 3 shows the breakdown of the Bond sizing.

## **2.2 Allocation of Debt**

Allocation of debt is a continuous process until the development plan for the District are completed. Until the platting process occurs, the Capital Improvements funded by District Bonds benefits all acres within the District.

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

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

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

## **2.3 Allocation of Benefit**

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and

professional fees along with related incidental costs. There are two product types within the planned development. The 50' single-family home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular product type. It is important to note that the benefit derived from the Capital Improvements on a particular unit will exceed the cost that the unit will be paying for such benefits.

## **2.4 Lienability Test: Special and Peculiar Benefit to the Property**

Construction and/or acquisition by the District of its proposed Capital Improvements will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The benefit from the Capital Improvements accrue in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Capital Improvements to the assigned properties.

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

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

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

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

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

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

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



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

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

### **3.0 True Up Mechanism**

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

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

### **4.0 Assessment Roll**

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

TABLE 1  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
DEVELOPMENT PROGRAM  
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use*	Phase 1	Phase 2	Total	ERUs per Unit (1)	Total ERUs
Single Family - 50'	327	419	746	1.00	746.00
Single Family - 70'	89	0	89	1.40	124.60
Total Units	416	419	835		870.60

(1) Benefit is allocated on an ERU basis; based on density of planned development, 50 ' lot at 1 ERU, and 70' lot at 1.4 ERU

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

TABLE 2  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT PLAN COST ESTIMATES  
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Phase 1	Phase 2	Total Cost Estimate
Offsite Improvements	\$ 850,000	\$ -	\$ 850,000
Stormwater Management	\$ 3,100,000	\$ 3,122,356	\$ 6,222,356
Utilities (Water, Sewer, & Street Lighting)	\$ 3,326,640	\$ 3,350,630	\$ 6,677,270
Roadway	\$ 2,950,000	\$ 1,500,000	\$ 4,450,000
Entry Feature	\$ 835,000	\$ -	\$ 835,000
Parks and Amenities	\$ 1,189,875	\$ -	\$ 1,189,875
Contingencies	\$ 1,225,152	\$ 797,299	\$ 2,022,450
	\$ 13,476,667	\$ 8,770,285	\$ 22,246,951

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
BOND SIZING  
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

**Bond Sizing**

<b>Description</b>	<b>Phase 1</b>	<b>Phase 2</b>	<b>Total</b>
Construction Funds	\$ 13,476,667	\$ 8,770,285	\$ 22,246,952
Debt Service Reserve	\$ 1,271,356	\$ 835,462	\$ 2,106,818
Capitalized Interest	\$ 2,100,000	\$ 1,380,000	\$ 3,480,000
Underwriters Discount	\$ 350,000	\$ 230,000	\$ 580,000
Cost of Issuance	\$ 220,000	\$ 220,000	\$ 440,000
Contingency	\$ 81,977	\$ 64,253	\$ 146,230
<b>Par Amount*</b>	<b>\$ 17,500,000</b>	<b>\$ 11,500,000</b>	<b>\$ 29,000,000</b>

Bond Assumptions:

Average Coupon	6.00%
Amortization	30 years
Capitalized Interest	36 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF IMPROVEMENT COSTS  
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
<u>Phase 1</u>						
Single Family - 50'	327	1.00	327.00	72.41%	\$ 9,758,348	\$ 29,842
Single Family - 70'	89	1.40	124.60	27.59%	\$ 3,718,319	\$ 41,779
	416		451.60	100.00%	\$ 13,476,667	
<u>Phase 2</u>						
Single Family - 50'	419	1.00	419.00	100.00%	\$ 8,770,285	\$ 20,931

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

<p>TABLE 5</p> <p>WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT</p> <p>ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE</p> <p>AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY</p>
--

Land Use	No. of Units *	Total Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Per Unit
<u>Phase 1</u>				
Single Family - 50'	327	\$ 9,758,348	\$ 12,671,612	\$ 38,751
Single Family - 70'	89	\$ 3,718,319	\$ 4,828,388	\$ 54,252
	416	\$ 13,476,667	\$ 17,500,000	
<u>Phase 2</u>				
Single Family - 50'	419	\$ 8,770,285	\$ 11,500,000	\$ 27,446

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

TABLE 6  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE  
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
<u>Phase 1</u>						
Single Family - 50'	327	\$ 12,671,612	\$ 38,751	\$ 920,579	\$ 2,815	\$ 3,027
Single Family - 70'	89	\$ 4,828,388	\$ 54,252	\$ 350,777	\$ 3,941	\$ 4,238
	416	\$ 17,500,000		\$ 1,271,356		
<u>Phase 2</u>						
Single Family - 50'	419	\$ 11,500,000	\$ 27,446	\$ 835,462	\$ 1,994	\$ 2,144

(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  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
PRELIMINARY ASSESSMENT ROLL  
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Phase 1						
Wind Meadows South LLC	See Attached Legal	159.25	\$ 109,890	\$ 17,500,000	\$ 1,271,356	\$ 1,367,049
<b>Totals</b>		<b>159.25</b>		<b>\$ 17,500,000</b>	<b>\$ 1,271,356</b>	<b>\$ 1,367,049</b>
Phase 2						
Wind Meadows South 2 LLC	See Attached Legal	114.14	\$ 100,753	\$ 11,500,000	\$ 835,462	\$ 898,346
<b>Totals</b>		<b>114.14</b>		<b>\$ 11,500,000</b>	<b>\$ 835,462</b>	<b>\$ 898,346</b>

\* - See Legal Attached

Annual Assessment Periods	30
Projected Bond Rate (%)	6.00%
Maximum Annual Debt Service	\$2,106,818

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

Prepared by: Governmental Management Services - Central Florida, LLC



## COMPOSITE EXHIBIT "4"

### LEGAL DESCRIPTION:

THAT PART OF THE NORTH 3/4 OF THE WEST 1/4 OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF THE NORTH 3/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 25, THE SAME ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°40'24" EAST, ALONG THE NORTH BOUNDARY OF SAID SECTION 25, ALSO BEING THE SOUTH BOUNDARY OF WIND MEADOWS AS RECORDED IN PLAT BOOK 139, PAGES 11-16 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA, A DISTANCE OF 1282.92 FEET TO THE WEST RIGHT-OF-WAY OF E.F. GRIFFIN ROAD ACCORDING TO THE PLAT OF WIND MEADOWS SOUTH PHASE ONE AS RECORDED IN PLAT BOOK 191, PAGES 21-29 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°34'26" EAST, ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 1891.60 FEET TO THE SOUTH BOUNDARY OF THE NORTH 550 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE NORTH 89°41'23" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 574.72 FEET TO THE EAST BOUNDARY OF THE WEST 45 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE SOUTH 00°34'57" EAST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 120.04 FEET TO THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 25; THENCE NORTH 89°45'29" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 707.49 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 26; THENCE SOUTH 89°45'20" WEST, ALONG THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 2662.82 FEET TO THE SOUTHWEST CORNER THEREOF, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 89°44'20" WEST, ALONG SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 2661.56 FEET TO THE SOUTHWEST CORNER OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 00°40'36" WEST ALONG THE WEST BOUNDARY THEREOF A DISTANCE OF 1338.22 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 89°40'57" EAST ALONG THE NORTH BOUNDARY THEREOF AND THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26 A DISTANCE OF 1331.21 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE ALONG THE WEST, NORTH AND EAST BOUNDARIES THEREOF THE FOLLOWING THREE (3) COURSES: 1.) NORTH 00°39'28" WEST, 669.77 FEET TO THE NORTHWEST CORNER THEREOF; THENCE 2.) NORTH 89°39'15" EAST, 665.72 FEET TO THE NORTHEAST CORNER THEREOF; THENCE 3.) SOUTH 00°38'54" EAST, 670.09 FEET TO THE SOUTHEAST CORNER THEREOF, THE SAME ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 89°40'57" EAST ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 665.61 FEET TO THE NORTHEAST CORNER THEREOF, THE SAME ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH 00°38'19" WEST ALONG THE WEST BOUNDARY THEREOF A DISTANCE OF 327.64 FEET TO THE NON-RADIAL, NON-TANGENT INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 595.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 18°14'38" (CHORD = 188.66 FEET, CHORD BEARING = NORTH 09°46'33" WEST) FOR A DISTANCE OF 189.46 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°39'14" WEST, 464.32 FEET; THENCE NORTH 89°20'46" EAST, 60.00 FEET; THENCE SOUTH 00°39'14" EAST, 308.00 FEET TO THE SOUTH BOUNDARY OF THE AFOREMENTIONED SECTION 23, THE SAME ALSO BEING THE NORTH BOUNDARY OF THE AFOREMENTIONED SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST; THENCE NORTH 89°43'15" EAST ALONG SAID BOUNDARY, A DISTANCE OF 2634.47 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS WITHIN ITS BOUNDARIES PORTIONS OF LOTS 2, 3, 4, 13, 14 AND 15 IN THE NORTHEAST 1/4 OF THE AFORESAID SECTION 26, AND LOTS 9, 10, AND 24 IN THE NORTHWEST 1/4 OF THE AFORESAID SECTION 26, OF W.F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, AS RECORDED IN PLAT BOOK 1, PAGE 102 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CONTAINS 273.39 ACRES, MORE OR LESS.

### LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 5 OF 5

THE SEAL APPEARING ON THIS DOCUMENT WAS  
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KENNETH W. THOMPSON P.L.S. #4080

## SECTION VII

## RESOLUTION 2023-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT RESCINDING RESOLUTION NO. 2023-01 IN ITS ENTIRETY; ADOPTING AND CONFIRMING THE ASSESSMENT REPORT; ADOPTING AND CONFIRMING THE ENGINEER'S REPORT; DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

**WHEREAS**, the Board of Supervisors (the “**Board**”) of the Wind Meadows South Community Development District (the “**District**”) previously adopted Resolution No. 2023-01, which the Board now wishes to rescind in its entirety and replace with this Resolution; and

**WHEREAS**, the Board previously determined to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate and/or maintain certain infrastructure improvements within and without the boundary of the District (the “**Improvements**”), and evidenced its intent to defray the cost of such Improvements through the levy and collection of assessments against property within the District benefitted by such improvements, pursuant to Resolutions 2021-25, 2021-26, and 2021-29 (collectively, the “**Assessment Resolutions**”); and

**WHEREAS**, the Board of City Commissioners of City of Bartow, Florida adopted Ordinance No. 2021-10, effective June 7, 2021 (the “**Establishing Ordinance**”), as further amended by Ordinance 2022-22, adopted on January 3, 2023 (the “**Expansion Ordinance**,” and together with the Establishing Ordinance, the “**Ordinance**”), amending the external boundaries of the District to include an additional 114.14 acres of land, more or less (the “**Expansion Parcels**”); and

**WHEREAS**, the District Board hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate and/or maintain the infrastructure improvements described in the District’s *Wind Meadows South Community Development District Engineer’s Report of Capital Improvements*, dated June 1, 2021, as amended by the *Wind Meadows South Community Development District Amended and Restated Engineer’s Report of Capital Improvements*, dated January 25, 2023, attached hereto as **Exhibit A** and incorporated herein by reference, (together, the “**Engineer’s Report**”); and

**WHEREAS**, the Engineer's Report details the scope and cost of public Improvements necessary to serve the Expansion Parcels; and

**WHEREAS**, it is in the best interest of the District to pay the cost of the public Improvements by imposing and collecting special assessments pursuant to Chapter 190, *Florida Statutes* (the "**Assessments**") upon the Expansion Parcels; and

**WHEREAS**, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Public Improvements and to impose, levy and collect the Assessments; and

**WHEREAS**, the District hereby determines that benefits will accrue to the Expansion Parcels, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the *Amended and Restated Master Assessment Methodology*, dated January 11, 2023 (the "**Amended and Restated Assessment Methodology**"), attached hereto as **Exhibit B** and incorporated herein by reference, which amends and supplements the *Master Assessment Methodology for Wind Meadows South Community Development District*, dated June 9, 2021 (the "**Master Assessment Methodology**"), as supplemented by the *Supplemental Assessment Methodology – Assessment Area 1*, dated September 21, 2021, (the Master Assessment Methodology, as supplemented, together with Amended and Restated Assessment Methodology, are referred to as the "**Assessment Methodology**"), all of which 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 (the "**District Records Office**"); and

**WHEREAS**, the lands within the Expansion Parcels benefit from the entire Capital Improvement Plan described in the Engineer's Report, however, the District only anticipates issuing special assessment bonds ("**Bonds**") in an amount which can be supported by developable lands within the District, including the Expansion Parcels; and

**WHEREAS**, the District anticipates using the proceeds of the Bonds for the acquisition, construction or installation of the Improvements within the District; and

**WHEREAS**, the final Assessments levied and imposed by the District upon the benefited lands within the Expansion Parcels to pay the costs of the Improvements will be in an amount necessary to secure repayment of the Bonds; and

**WHEREAS**, the District hereby determines that the Assessments to be levied on the lands within the District, including the Expansion Parcels, will not exceed the benefit to the property improved as set forth in the Assessment Report.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY**

## DEVELOPMENT DISTRICT:

1. Assessments shall be levied to defray a portion of the cost of the Improvements benefitting the Expansion Parcels as specified in the Assessment Report.
2. The nature and general location of, and plans and specifications for, the Improvements benefitting the Expansion Parcels are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.
3. The total estimated cost of the Improvements benefitting the District including the Expansion Parcels is **\$22,246,951** (the “**Estimated Cost**”).
4. The Assessments on the District including the Expansion Parcels will defray approximately **\$29,000,000**, which includes the Estimated Cost, plus financing-related costs, capitalized interest and a debt service reserve.
5. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.
6. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.
7. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.
8. Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than (30) thirty annual installments. The Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the 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.
9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in the Assessment Report and **Exhibit B** attached hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.
10. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the

Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

**11.** The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Polk County and to provide such other notice as may be required by law or desired in the best interests of the District.

**12.** This Resolution is intended to amend and supplement the Assessment Resolutions relating to the District's levy of special assessments on certain lands within the boundaries of the District benefitting from the Improvements. As such, all such prior resolutions, including but not limited to the Assessment Resolutions, remain in full force and effect, except to the extent provided for herein.

**13.** This Resolution shall become effective upon its passage.

**14.** The invalidity or enforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**PASSED AND ADOPTED** this 8th day of February, 2023.

Attest:

**WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

---

Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors

**Exhibit A:** *Wind Meadows South Community Development District Amended and Restated Engineer's Report of Capital Improvements, dated January 25, 2023*

**Exhibit B:** *Amended and Restated Master Assessment Methodology, dated January 11, 2023*



*WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT*

*AMENDED AND RESTATED ENGINEER'S REPORT  
OF CAPITAL IMPROVEMENTS*

*Prepared For*

*BOARD OF SUPERVISORS  
OF THE  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT*

*Prepared by:*

*Hunter Engineering, Inc.  
4900 Dundee Road  
Winter Haven, FL 33884  
863-676-7770*

*January 25, 2023*

---

Bryan Hunter, P.E.  
FL Registration No. 53168  
FL CA No. 8394

WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT

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**AMENDED AND RESTATED ENGINEER'S REPORT  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

The Wind Meadows South Community Development District (the “District” or the “CDD”) is generally located on the west side of E.F. Griffin Road approximately 1.40 miles north of Lyle Parkway and 0.45 miles south of Smith Lane within the limits of the City of Bartow, Florida (the “City”). The CDD was originally established by City Ordinance No. 2021 – 10, which was approved by the City Commission on June 7, 2021. The original District Boundary included Phase 1 of the Wind Meadows South Subdivision (416 single family lots) and contained approximately 159.67 acres. The boundary of the District was amended on January 3rd, 2023 under City Ordinance No. 2022-22. The boundary amendment accomplished two objectives. First, the amendment removed a 0.42 acre strip of land along the eastern boundary that was dedicated to Polk County for public road right of way (E.F. Griffin Road) as a requirement of the Phase 1 permitting process. Secondly, the boundary amendment expanded the District to include the lands that contain Phase 2 of the subdivision, which consists of 114.14 additional acres and 419 additional single family lots. The expanded District boundary now contains 273.39 acres, a total of 835 single family residential lots, recreational and amenity areas, and associated infrastructure.

District will own and operate the onsite roadways and stormwater management facilities as well as the landscape, irrigation, signage, and recreational facilities within the Development. Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to applicable regulatory criteria of the City, Polk County, Florida (the “County”), the Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the Development, defined below. Any public improvements or facilities

acquired by the District will be at the lesser of cost or fair market value. An estimate of the probable cost of the public improvements is provided in Exhibit 10 of this report.

This Report and the Capital Improvement Plan included herein, reflect the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications, if any, are not expected to diminish the benefits received by the developable land within the District. The District reserves the right to make reasonable adjustments to the Report to meet applicable regulatory requirements of agencies with jurisdiction over the Development, while maintaining comparable levels of benefit to the developable lands served by the improvements.

Implementation of any proposed facilities or improvements outlined in this Report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this report are based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs may differ from the estimates due to a wide variety of factors having the potential to affect construction costs.

All roadways, including sidewalks, as well as the storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds), landscaping, irrigation, signage, & recreational amenities within the Development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations), will upon completion, be dedicated to the City for ownership and maintenance.

## **II. PURPOSE AND SCOPE**

The purpose of this Report is to provide engineering support to fund improvements in

the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report.

The predominant portion of this Report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. The engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, and the District Board of Supervisors, including its staff and consultants.

### **III. THE DEVELOPMENT**

The Development will consist of 835 single family homes and associated infrastructure ("Development"). The Development is a planned residential community generally located on the west side of E.F. Griffin Road approximately 1.40 miles north of Lyle Parkway and 0.45 miles south of Smith Lane within the limits of the City of Bartow. The property has Future Land Use designations of LDR (Low Density Residential) and PR (Public Recreation), and a zoning designation of PUD (Planned Unit Development). The Development will be constructed in two phases. Phase 1 consists of 416 single family lots. Phase 2 will consists of 419 single family lots. An Opinion of Probable Costs for the development of each phase is provided in Exhibit 10 of this report.

#### **IV. THE CAPITAL IMPROVEMENTS**

The Capital Improvement Plan, (the "CIP"), consists of public infrastructure for the initial single phase project. The primary portions of the CIP will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities and off-site improvements (including turn lanes along E.F Griffin Road and other road improvements to Crews Lake Road).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will occur as required. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The CDD will enter into a lighting agreement with Lakeland Electric for the street light poles and lighting service. Only undergrounding of wire in the public right-of-way or on District Land is included.

As a part of the recreational component of the CIP, an amenity center and multiple other public parks will be constructed within the Development. The public parks and amenity center will be accessed by the proposed public roadways and sidewalks.

All improvements financed by the District will be on land owned by, or subject to a permanent easement in favor of, the District or another governmental entity.

#### **V. CAPITAL IMPROVEMENT PLAN COMPONENTS**

The Capital Improvement Plan includes the following:

##### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention

ponds are contained within the District boundaries. Stormwater will be conveyed via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and effluent filtration to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the SWFWMD. There are no known natural surface waters within the Development.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel Nos. 12105C-0485G, 12105C-0495G, 12105C-0505G, & 12105C-0515G, demonstrate that the property is located within Flood Zone X with limited portions along the northern boundary in Zone A. Based on this information and the site topography, it does not appear that floodplain compensation will be required.

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

### **Public Roadways**

The proposed public right of ways within the Development are primarily 50 feet in width with wider sections for the boulevard entrance. The roadways will primarily consist of 24 ft. of asphalt pavement and Miami curb or Type F curb and gutter on each side. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete

or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets.

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 the public. As stated above, the District's funding of roadway construction will occur for all public roadways within the Development.

### **Water and Wastewater Facilities**

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

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The wastewater service provider will be the City of Bartow. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed primarily inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. For Phase 1, the proposed gravity sewer system will connect to an existing City owned and maintained lift station located to the north of the Development and within an existing residential subdivision. Improvements to the pumps, generator and control panel of this lift station will be required as part of the Capital Improvements. A new public lift station will be required for the Phase 2 development. Flow from the

Phase 2 lift station will be conveyed through a new sanitary force main into the gravity sewer system installed in Phase 1.

Reclaimed water is not available for this site. For the irrigation of the public right of ways and common areas, either an irrigation well will be funded and constructed by the District, or irrigation water service will be provided as part of the domestic water system design. Any water, sewer, or reclaimed 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 entrance on E.F. Griffin Road as part of the Phase 1 development. The site construction activities associated with the CIP for Phase 1 were completed in 2022. The site construction activities associated with the CIP for Phase 2 are anticipated to be completed in 2024. Upon completion of the improvements, inspections will occur and certifications will be obtained from the SWFWMD, the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City/County.

### **Amenities and Parks**

The District will provide funding for an Amenity Center to include the following: parking areas, clubhouse with restroom facilities, pool, tot lot, play fields, walking trails, and passive parks throughout the Development. All paths, parks, etc. discussed in this paragraph are available to the general public.

### **Electric and Lighting**

The electric distribution system serving the Development is currently planned to be underground. The District presently intends to fund the cost of the electric conduit,



transformer/cabinet pads, and electric manholes required by the District. The District shall fund only the difference in cost from overhead versus underground. Electric facilities funded by the District will be owned and maintained by the District, with Lakeland Electric providing underground electrical service to the Development. The CDD presently intends to purchase, install, and maintain the street lighting along the internal roadways within the CDD or enter into a Lighting Agreement with Lakeland Electric for operation and maintenance of the street light poles and lighting service to the District. Only undergrounding of wire in public right-of-way on District land is included.

#### **Entry Feature, Landscaping, and Irrigation**

Landscaping, irrigation, entry features and potentially buffer walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation water source will be the City of Bartow's potable water system being installed and referenced above. Downstream irrigation systems for the various phases of the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, shrubs, ground cover and trees for the internal roadways within the Development. Perimeter fencing may be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.

#### **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 with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the Development for the intended use as a single-family planned Development.

## VI. PERMITTING

Construction permits for the Development are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and City Construction Plan Approval. The Phase 1 and Phase 2 improvements were permitted together. The following is a summary of required permits obtained for the construction of the public infrastructure improvements for the District:

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	Approved
SWFWMD ERP	Approved
City Construction Plan Approval	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved
FDEP NOI	Approved
ACOE	Not Applicable

## VII. RECOMMENDATION

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

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

## **VIII. REPORT MODIFICATION**

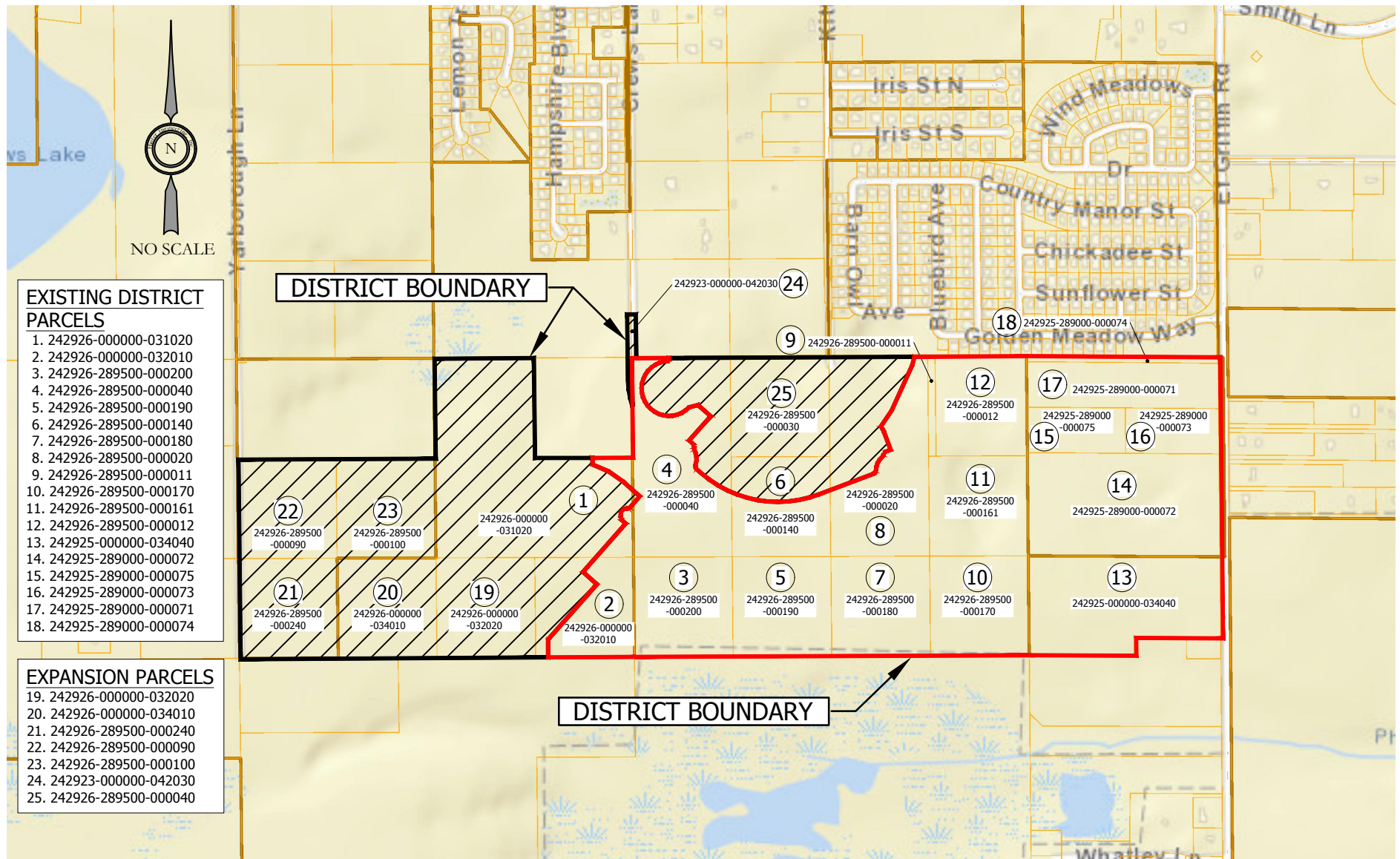
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements,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

## **IX. CONCLUSION**

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

The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the area. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

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



**DISTRICT BOUNDARY  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

Prepared By  
**HUNTER ENGINEERING, INC.**

Certificate of Authorization #8394

4900 Dundee Road  
Winter Haven, FL 33884

Telephone: 863-676-7770  
Facsimile: 863-965-0181

**LEGEND**

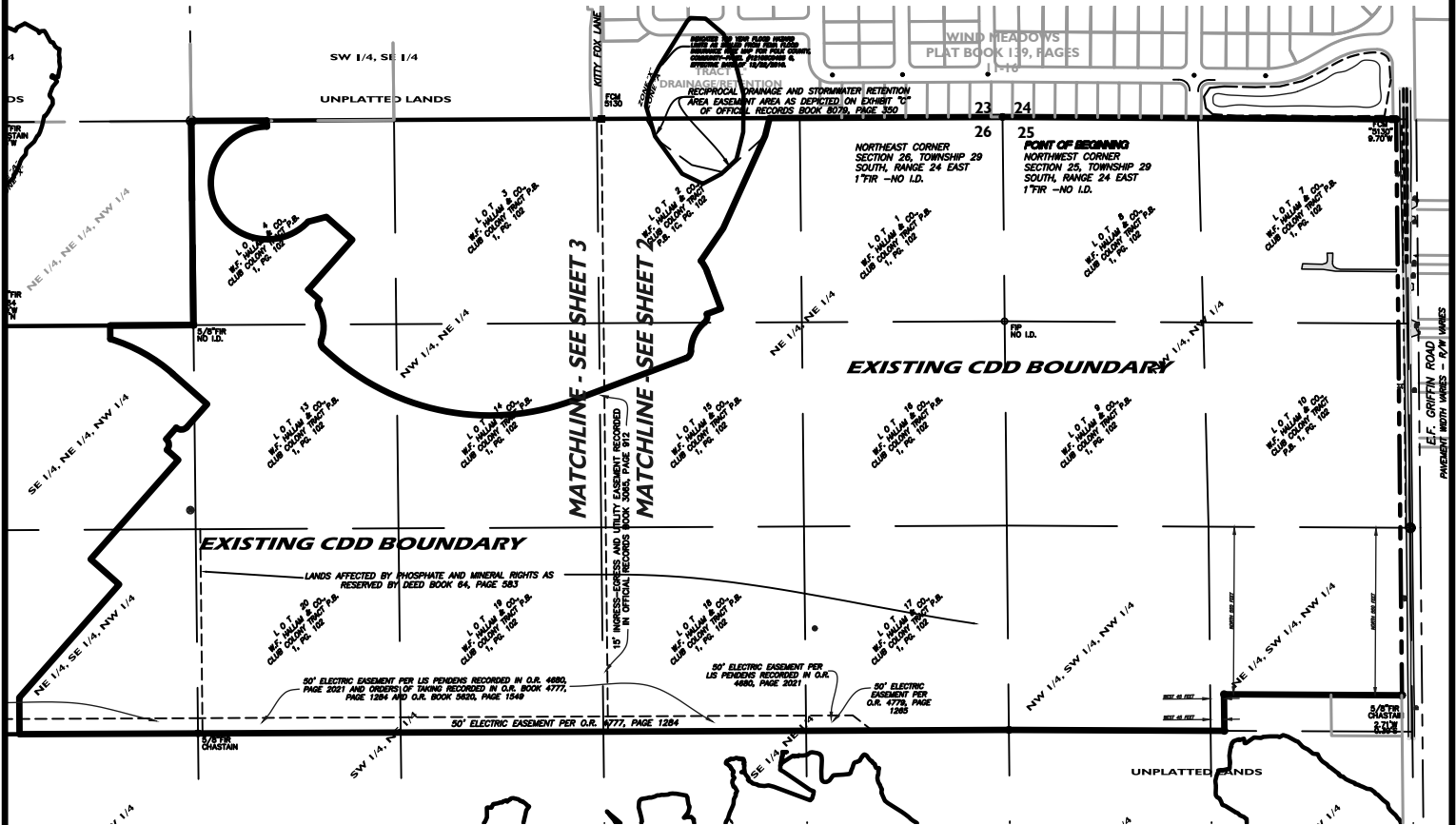
— COMMUNITY DEVELOPMENT  
DISTRICT BOUNDARY

Date: June 7, 2022

**Exhibit 1**

# COMPOSITE EXHIBIT "2"

North 1" = 600'



## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 1 OF 5

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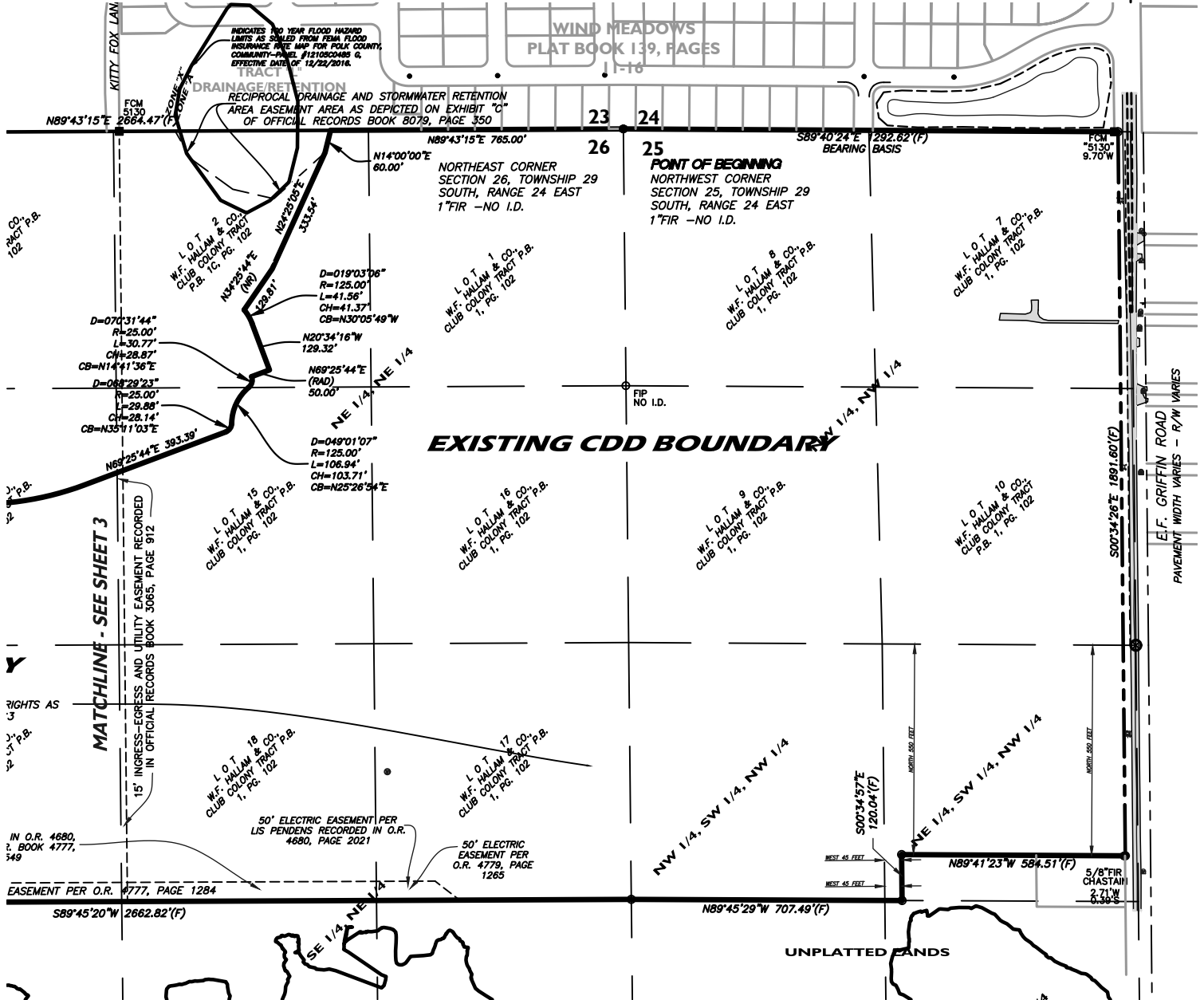
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# COMPOSITE EXHIBIT "2"

North 1" = 400'



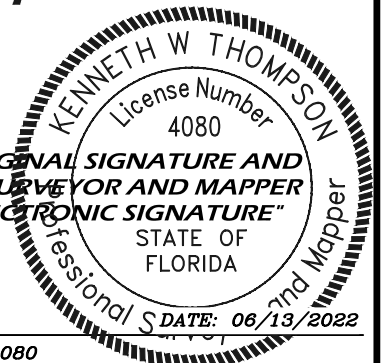
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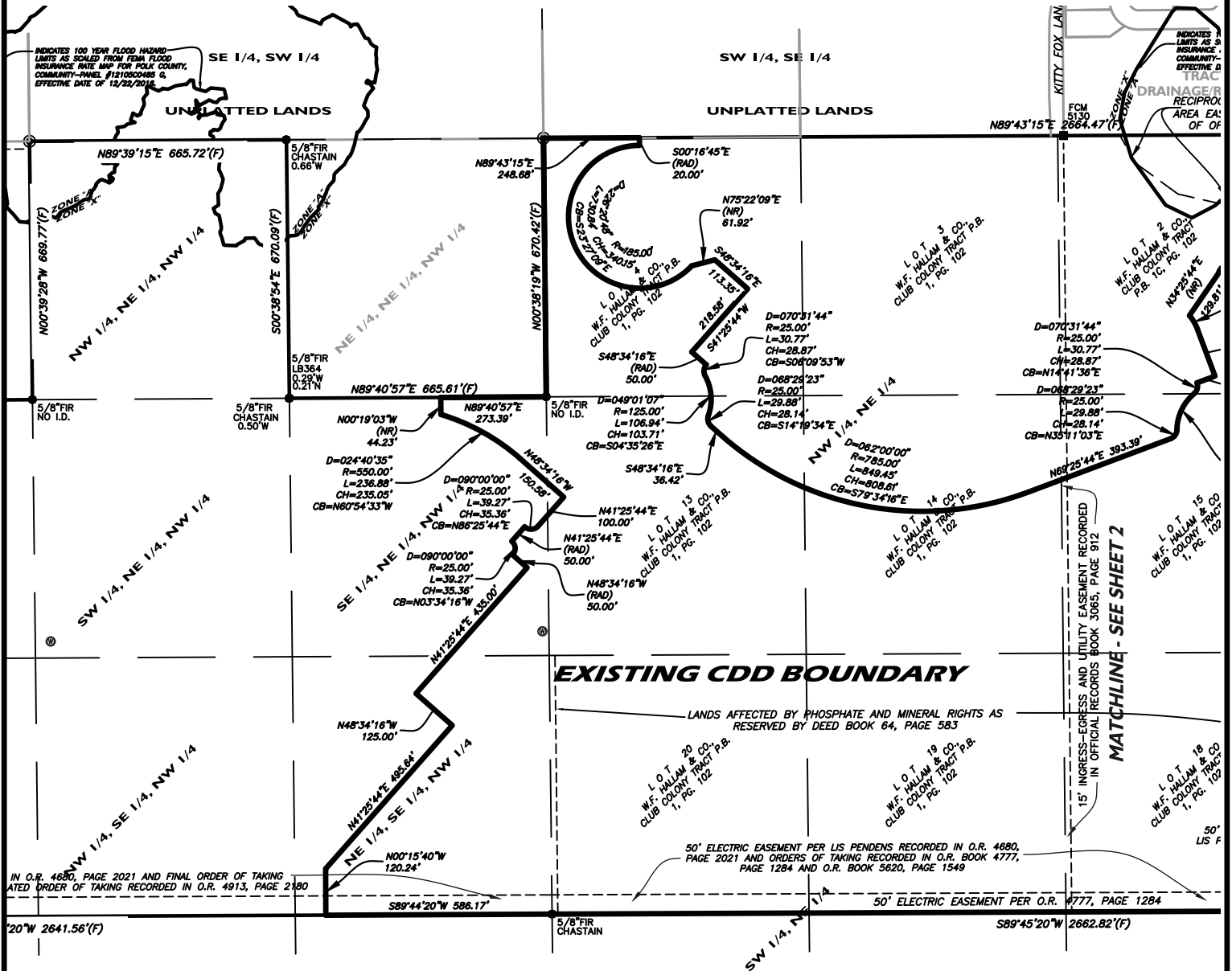


KENNETH W. THOMPSON P.L.S. #4080

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# COMPOSITE EXHIBIT "2"



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## COMPOSITE EXHIBIT "2"

### LEGAL DESCRIPTION:

THAT PART OF THE NORTH 3/4 OF THE WEST 1/4 OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF THE NORTH 3/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 25, THE SAME ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°40'24" EAST, ALONG THE NORTH BOUNDARY OF SAID SECTION 25, ALSO BEING THE SOUTH BOUNDARY OF WIND MEADOWS AS RECORDED IN PLAT BOOK 139, PAGES 11-16 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA, A DISTANCE OF 1292.62 FEET TO THE WEST RIGHT-OF-WAY OF E.F. GRIFFIN ROAD; THENCE SOUTH 00°34'26" EAST, ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 1891.60 FEET TO THE SOUTH BOUNDARY OF THE NORTH 550 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE NORTH 89°41'23" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 584.51 FEET TO THE EAST BOUNDARY OF THE WEST 45 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE SOUTH 00°34'57" EAST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 120.04 FEET TO THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 25; THENCE NORTH 89°45'29" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 707.49 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 26; THENCE SOUTH 89°45'20" WEST, ALONG THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 2662.82 FEET TO THE SOUTHWEST CORNER THEREOF, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 89°44'20" WEST, ALONG SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 586.17 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH 00°15'40" WEST, A DISTANCE OF 120.24 FEET; THENCE NORTH 41°25'44" EAST, A DISTANCE OF 495.64 FEET; THENCE NORTH 48°34'16" WEST, A DISTANCE OF 125.00 FEET; THENCE NORTH 41°25'44" EAST, A DISTANCE OF 435.00 FEET; THENCE NORTH 48°34'16" WEST, A DISTANCE OF 50.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 90°00'00" (CHORD = 35.36 FEET, CHORD BEARING = NORTH 03°34'16" WEST) FOR A DISTANCE OF 39.27 FEET; THENCE DEPARTING SAID CURVE ALONG A RADIAL LINE, NORTH 41°25'44" EAST, A DISTANCE OF 50.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 90°00'00" (CHORD = 35.36 FEET, CHORD BEARING = NORTH 86°25'44" EAST) FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 41°25'44" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 48°34'16" WEST, A DISTANCE OF 150.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE/DELTA OF 24°40'35" (CHORD = 235.05 FEET, CHORD BEARING = NORTH 60°54'33" WEST) FOR A DISTANCE OF 236.88 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 00°19'03" WEST, A DISTANCE OF 44.23 FEET TO THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 26; THENCE NORTH 89°40'57" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 273.39 FEET TO THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH 00°38'19" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 670.42 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89°43'15" EAST ALONG THE NORTH BOUNDARY OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, A DISTANCE OF 248.68 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 00°16'45" EAST, A DISTANCE OF 20.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 185.00 FEET; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 226°20'48" (CHORD = 340.15 FEET, CHORD BEARING = SOUTH 23°27'09" EAST) FOR A DISTANCE OF 730.84 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-RADIAL LINE NORTH 75°22'09" EAST, A DISTANCE OF 61.92 FEET; THENCE

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## COMPOSITE EXHIBIT "2"

### **LEGAL DESCRIPTION: CONTINUED**

SOUTH 48°34'16" EAST, A DISTANCE OF 113.35 FEET; THENCE SOUTH 41°25'44" WEST, A DISTANCE OF 218.58 FEET; THENCE SOUTH 48°34'16" EAST, A DISTANCE OF 50.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 70°31'44" (CHORD = 28.87 FEET, CHORD BEARING = SOUTH 06°09'53" WEST) FOR A DISTANCE OF 30.77 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 49°01'07" (CHORD = 103.71 FEET, CHORD BEARING = SOUTH 04°35'26" EAST) FOR A DISTANCE OF 106.94 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 68°29'23" (CHORD = 28.14 FEET, CHORD BEARING = SOUTH 14°19'34" EAST) FOR A DISTANCE OF 29.88 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 48°34'16" EAST, A DISTANCE OF 36.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 785.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 62°00'00" (CHORD = 808.61 FEET, CHORD BEARING = SOUTH 79°34'16" EAST) FOR A DISTANCE OF 849.45 FEET TO THE POINT OF TANGENCY; THENCE NORTH 69°25'44" EAST, A DISTANCE OF 393.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 68°29'23" (CHORD = 28.14 FEET, CHORD BEARING = NORTH 35°11'03" EAST) FOR A DISTANCE OF 29.88 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 49°01'07" (CHORD = 103.71 FEET, CHORD BEARING = NORTH 25°26'54" EAST) FOR A DISTANCE OF 106.94 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 70°31'44" (CHORD = 28.87 FEET, CHORD BEARING = NORTH 14°41'36" EAST) FOR A DISTANCE OF 30.77 FEET; THENCE DEPARTING SAID CURVE ALONG A RADIAL LINE, NORTH 69°25'44" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 20°34'16" WEST, A DISTANCE OF 129.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 125.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 19°03'06" (CHORD = 41.37 FEET, CHORD BEARING = NORTH 30°05'49" WEST) FOR A DISTANCE OF 41.56 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 34°25'44" EAST, A DISTANCE OF 129.81 FEET; THENCE NORTH 24°25'05" EAST, 333.54 FEET; THENCE NORTH 14°00'00" EAST, A DISTANCE OF 60.00 FEET TO THE NORTH BOUNDARY OF THE AFOREMENTIONED SECTION 26; THENCE NORTH 89°43'15" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 765.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS WITHIN ITS BOUNDARIES LOTS 7, 8, LOTS 9 AND 10 IN THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25, AND LOT 1, PORTIONS OF LOTS 2, 4, 13, 14, AND 15, AND LOTS 16, 17, 18, 19 AND 20 IN THE NORTHEAST 1/4 OF THE AFORESAID SECTION 26, OF W.F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKELAND HIGHLANDS, AS RECORDED IN PLAT BOOK 1, PAGE 102 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CONTAINS 159.67 ACRES, MORE OR LESS, TO THE EXISTING RIGHTS-OF-WAY AS DEDICATED OR IN USE.

### **LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 5 OF 5**

THE SEAL APPEARING ON THIS DOCUMENT WAS  
AUTHORIZED BY KENNETH W. THOMPSON, P.S.M.  
AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE  
OR A DIGITAL SIGNATURE AFFIXED HERETO.



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**STATE OF FLORIDA AUTHORIZATION FOR:  
SURVEYING AND MAPPING BUSINESS - LB 8135**

**"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER  
UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"**

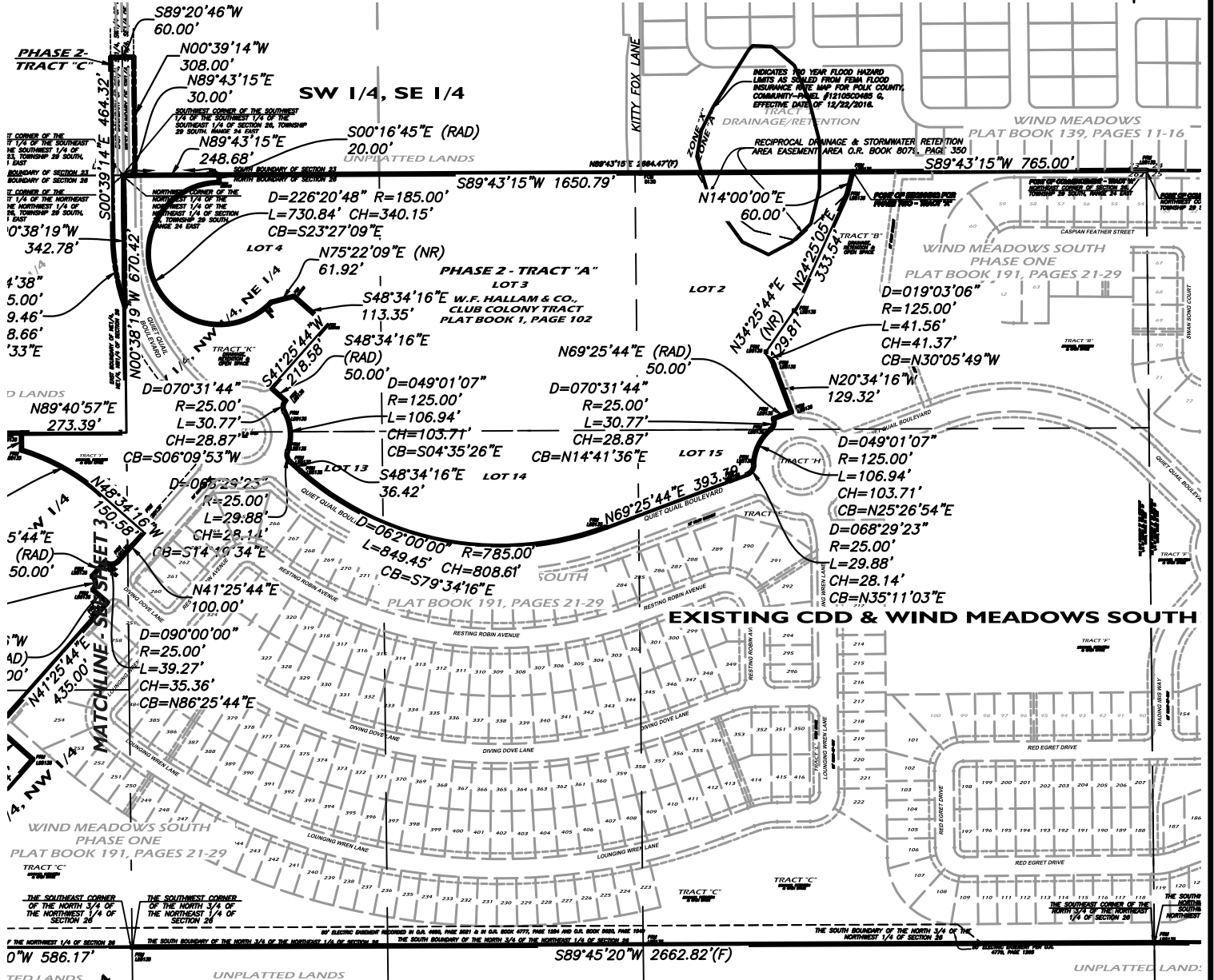


KENNETH W. THOMPSON P.L.S. #4080



# COMPOSITE EXHIBIT "3"

North 1" = 400'



## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 2 OF 6

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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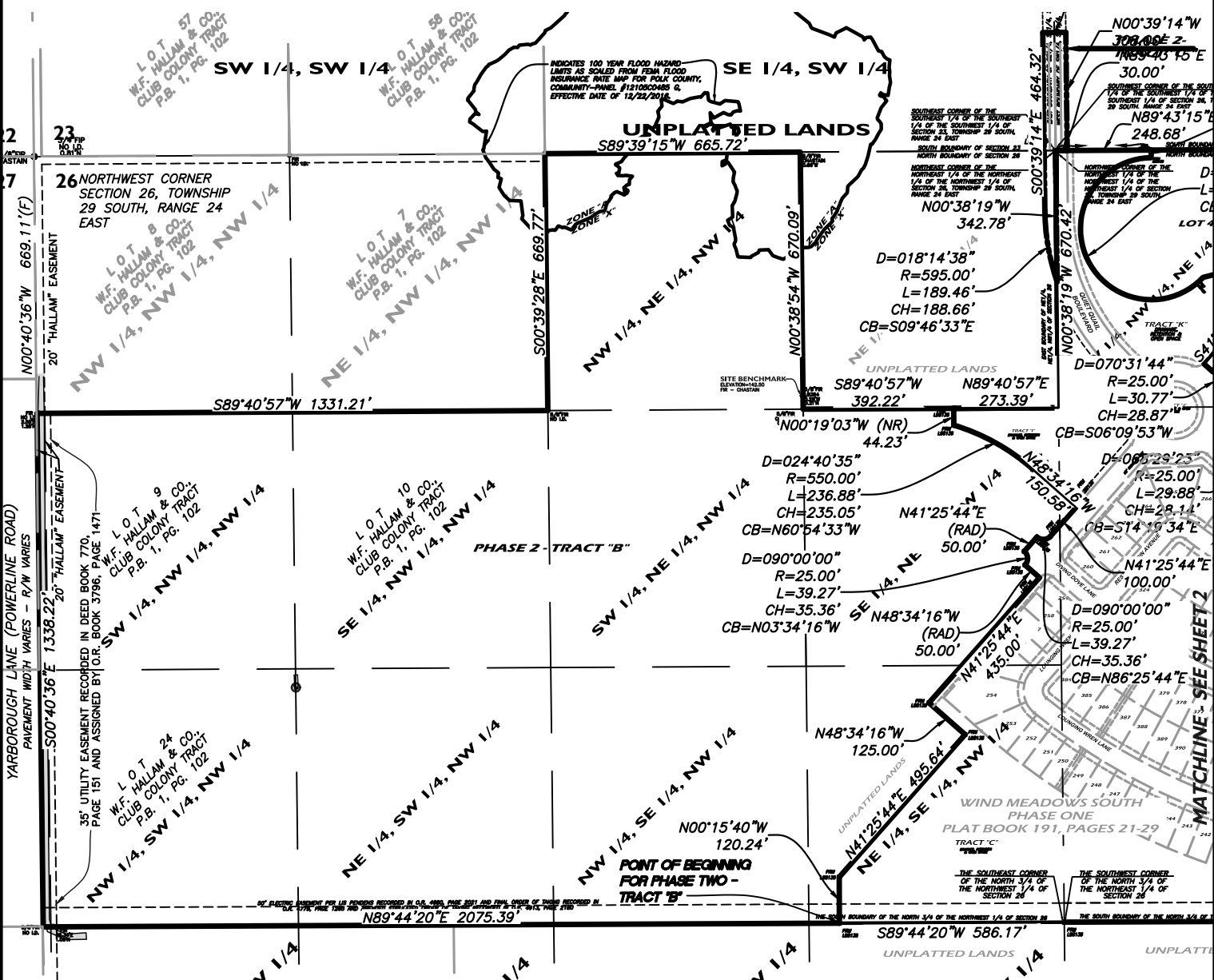
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KENNETH W. THOMPSON P.L.S. #4080



# COMPOSITE EXHIBIT "3"



## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 3 OF 6

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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "3"

## LEGAL DESCRIPTION:

### TRACT "A":

THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°43'15" WEST ALONG THE NORTH BOUNDARY THEREOF, SAID LINE ALSO BEING THE SOUTH BOUNDARY OF WIND MEADOWS AS RECORDED IN PLAT BOOK 139, PAGES 11-16 OF THE PUBLIC RECORDS OF POLK COUNTY, A DISTANCE OF 765.00 FEET TO THE POINT OF BEGINNING, THE SAME ALSO BEING AT THE INTERSECTION WITH THE WESTERN BOUNDARY OF TRACT "B", WIND MEADOWS SOUTH PHASE ONE AS RECORDED IN PLAT BOOK 191, PAGES 21-29 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE CONTINUE SOUTH 89°43'15" WEST ALONG THE AFORESAID NORTH BOUNDARY OF SECTION 26, A DISTANCE OF 1650.79 FEET TO THE INTERSECTION WITH THE EASTERN BOUNDARY OF TRACT "R" OF THE AFOREMENTIONED WIND MEADOWS SOUTH PHASE ONE; THENCE DEPARTING THE NORTH BOUNDARY OF SECTION 26 AND ALONG THE EASTERN BOUNDARY OF SAID TRACT "R", THE FOLLOWING FIVE (5) COURSES: 1.) SOUTH 00°16'45" EAST, A DISTANCE OF 20.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 185.00 FEET; THENCE 2.) SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 226°20'48" (CHORD = 340.15 FEET, CHORD BEARING = SOUTH 23°27'09" EAST) FOR A DISTANCE OF 730.84 FEET; THENCE 3.) DEPARTING SAID CURVE ALONG A NON-RADIAL LINE NORTH 75°22'09" EAST, A DISTANCE OF 61.92 FEET; THENCE 4.) SOUTH 48°34'16" EAST, A DISTANCE OF 113.35 FEET; THENCE 5.) SOUTH 41°25'44" WEST, A DISTANCE OF 218.58 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF QUIET QUAIL BOULEVARD OF THE AFOREMENTIONED WIND MEADOWS SOUTH PHASE ONE; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY AND THE BOUNDARY OF SAID WIND MEADOWS SOUTH PHASE ONE, THE FOLLOWING ELEVEN (11) COURSES: 1.) SOUTH 48°34'16" EAST, A DISTANCE OF 50.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE 2.) SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 70°31'44" (CHORD = 28.87 FEET, CHORD BEARING = SOUTH 06°09'53" WEST) FOR A DISTANCE OF 30.77 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 125.00 FEET; THENCE 3.) SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 49°01'07" (CHORD = 103.71 FEET, CHORD BEARING = SOUTH 04°35'26" EAST) FOR A DISTANCE OF 106.94 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE 4.) SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 68°29'23" (CHORD = 28.14 FEET, CHORD BEARING = SOUTH 14°19'34" EAST) FOR A DISTANCE OF 29.88 FEET TO THE POINT OF TANGENCY; THENCE 5.) SOUTH 48°34'16" EAST, A DISTANCE OF 36.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 785.00 FEET; THENCE 6.) EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 62°00'00" (CHORD = 808.61 FEET, CHORD BEARING = SOUTH 79°34'16" EAST) FOR A DISTANCE OF 849.45 FEET TO THE POINT OF TANGENCY; THENCE 7.) NORTH 69°25'44" EAST, A DISTANCE OF 393.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE 8.) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 68°29'23" (CHORD = 28.14 FEET, CHORD BEARING = NORTH 35°11'03" EAST) FOR A DISTANCE OF 29.88 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 125.00 FEET; THENCE 9.) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 49°01'07" (CHORD = 103.71 FEET, CHORD BEARING = NORTH 25°26'54" EAST) FOR A DISTANCE OF 106.94 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00; THENCE 10.) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 70°31'44" (CHORD = 28.87 FEET, CHORD BEARING = NORTH 14°41'36" EAST) FOR A DISTANCE OF 30.77 FEET; THENCE 11.) DEPARTING SAID CURVE ALONG A RADIAL LINE, NORTH 69°25'44" EAST, A DISTANCE OF 50.00 FEET TO THE INTERSECTION WITH THE WESTERN BOUNDARY OF TRACT "B" OF SAID WIND MEADOWS SOUTH PHASE ONE; THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF SAID TRACT "B" THE FOLLOWING FIVE (5) COURSES: 1.) NORTH 20°34'16" WEST, A DISTANCE OF 129.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 125.00 FEET; THENCE 2.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 19°03'06" (CHORD = 41.37 FEET, CHORD BEARING = NORTH 30°05'49" WEST) FOR A DISTANCE OF 41.56 FEET; THENCE 3.) DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 34° 25'44" EAST, A DISTANCE OF 129.81 FEET; THENCE 4.) NORTH 24°25'05" EAST, A DISTANCE OF 333.54 FEET; THENCE 5.) NORTH 14°00'00" EAST, A DISTANCE OF 60.00 FEET TO THE NORTH BOUNDARY OF THE AFOREMENTIONED SECTION 26 AND THE POINT OF BEGINNING.

## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 4 OF 6

THE SEAL APPEARING ON THIS DOCUMENT WAS  
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AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE  
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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "3"

## LEGAL DESCRIPTION: CONTINUED

SAID PARCEL CONTAINS WITHIN ITS BOUNDARIES PORTIONS OF LOTS 2, 3, 4, 13, 14 AND 15 IN THE NORTHEAST 1/4 OF THE AFORESAID SECTION 26, OF W.F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKELAND HIGHLANDS, AS RECORDED IN PLAT BOOK 1, PAGE 102 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CONTAINS 29.58 ACRES, MORE OR LESS.

TOGETHER WITH

### TRACT "B":

THAT PART OF THE NORTH 3/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA LYING WEST OF AND CONTIGUOUS WITH THE WESTERN BOUNDARY OF WIND MEADOWS SOUTH PHASE ONE AS RECORDED IN PLAT BOOK 191, PAGES 21-29 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, THE SAME ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°40'24" EAST, ALONG THE NORTH BOUNDARY OF SAID SECTION 25, ALSO BEING THE SOUTH BOUNDARY OF WIND MEADOWS AS RECORDED IN PLAT BOOK 139, PAGES 11-16 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA, A DISTANCE OF 1282.92 FEET TO THE WEST RIGHT-OF-WAY OF E.F. GRIFFIN ROAD; THENCE SOUTH 00°34'16" EAST, ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 1891.60 FEET TO THE SOUTH BOUNDARY OF THE NORTH 550 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE NORTH 89°41'23" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 574.72 FEET TO THE EAST BOUNDARY OF THE WEST 45 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE SOUTH 00°34'57" EAST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 120.04 FEET TO THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 25; THENCE NORTH 89°45'29" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 707.49 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 26; THENCE SOUTH 89°45'20" WEST, ALONG THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 2662.82 FEET TO THE SOUTHWEST CORNER THEREOF, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 89°44'20" WEST, ALONG SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 586.17 FEET TO THE SOUTHWEST CORNER OF THE AFOREMENTIONED WIND MEADOWS SOUTH PHASE ONE AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH BOUNDARY AND ALONG THE WESTERN BOUNDARY OF THE AFORESAID WIND MEADOWS SOUTH PHASE ONE THE FOLLOWING TWELVE (12) COURSES: 1.) NORTH 00°15'40" WEST, A DISTANCE OF 120.24 FEET; THENCE 2.) NORTH 41°25'44" EAST, A DISTANCE OF 495.64 FEET; THENCE 3.) NORTH 48°34'16" WEST, A DISTANCE OF 125.00 FEET; THENCE 4.) NORTH 41°25'44" EAST, A DISTANCE OF 435.00 FEET; THENCE 5.) NORTH 48°34'16" WEST, A DISTANCE OF 50.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE 6.) NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 90°00'00" (CHORD = 35.36 FEET, CHORD BEARING = NORTH 03°34'16" WEST) FOR A DISTANCE OF 39.27 FEET; THENCE 7.) DEPARTING SAID CURVE ALONG A RADIAL LINE, NORTH 41°25'44" EAST, A DISTANCE OF 50.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE 8.) EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 90°00'00" (CHORD = 35.36 FEET, CHORD BEARING = NORTH 86°25'44" EAST) FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE 9.) NORTH 41°25'44" EAST, A DISTANCE OF 100.00 FEET; THENCE 10.) NORTH 48°34'16" WEST, A DISTANCE OF 150.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 550.00 FEET; THENCE 11.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE/Delta OF 24°40'35" (CHORD = 235.05 FEET, CHORD BEARING = NORTH 60°54'33" WEST) FOR A DISTANCE OF 236.88 FEET; THENCE 12.) DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 00°19'03" WEST, A DISTANCE OF 44.23 FEET TO THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 26; THENCE DEPARTING THE WESTERN BOUNDARY OF SAID WIND MEADOWS SOUTH PHASE ONE SOUTH 89°40'57" WEST ALONG THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 392.22 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE

## LEGAL DESCRIPTION AND SKETCH

NOT A BOUNDARY SURVEY

SHEET 5 OF 6

THE SEAL APPEARING ON THIS DOCUMENT WAS  
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AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE  
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KENNETH W. THOMPSON P.L.S. #4080



## COMPOSITE EXHIBIT "3"

### **LEGAL DESCRIPTION: CONTINUED**

NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 00°38'54" WEST ALONG THE EAST BOUNDARY THEREOF A DISTANCE OF 670.09 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 89°39'15" WEST ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 665.72 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00°39'28" EAST ALONG THE WEST BOUNDARY THEREOF A DISTANCE OF 669.77 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 89°40'57" WEST ALONG THE NORTH BOUNDARY OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, A DISTANCE OF 1331.21 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26; THENCE SOUTH 00°40'36" EAST ALONG THE WEST BOUNDARY OF SAID SECTION 26, A DISTANCE OF 1338.22 FEET TO THE SOUTHWEST CORNER OF THE NORTH 3/4 OF SAID SECTION 26; THENCE NORTH 89°44'20" EAST ALONG THE SOUTH BOUNDARY OF THE NORTH 3/4 OF SAID SECTION 26, A DISTANCE OF 2075.39 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS WITHIN ITS BOUNDARIES LOTS 9, 10, AND 24 IN THE NORTHWEST 1/4 OF THE AFORESAID SECTION 26, OF W.F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKELAND HIGHLANDS, AS RECORDED IN PLAT BOOK 1, PAGE 102 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CONTAINS 83.95 ACRES, MORE OR LESS.

TOGETHER WITH

### **TRACT "C"**

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, THE SAME ALSO BEING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26 AND ALSO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 AND ALSO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH 89°43'15" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 23, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH 00°39'14" WEST A DISTANCE OF 308.00 FEET; THENCE SOUTH 89°20'46" WEST A DISTANCE OF 60.00 FEET; THENCE SOUTH 00°39'14" EAST A DISTANCE OF 464.32 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 595.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 18°14'38" (CHORD = 188.66 FEET, CHORD BEARING = SOUTH 09°46'33" EAST) FOR A DISTANCE OF 189.46 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE EAST BOUNDARY OF THE AFOREMENTIONED NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26; THENCE DEPARTING SAID CURVE AND ALONG THE SAID EAST BOUNDARY, NORTH 00°38'19" WEST, A DISTANCE OF 342.78 FEET TO THE POINT OF BEGINNING.

CONTAINING: 26,901.25 SQUARE FEET (0.61 ACRE), MORE OR LESS.

## **LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 6 OF 6**

THE SEAL APPEARING ON THIS DOCUMENT WAS  
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AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE  
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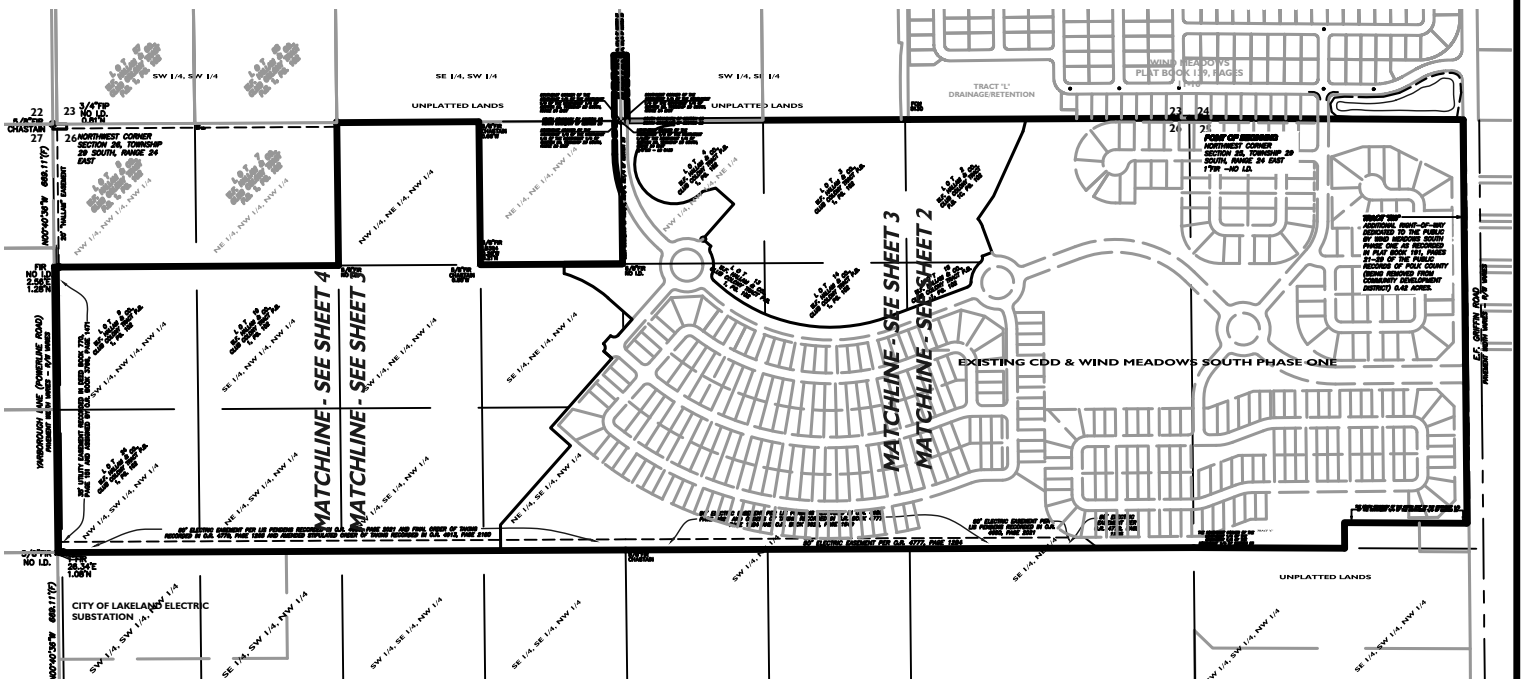
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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "4"



## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 1 OF 5

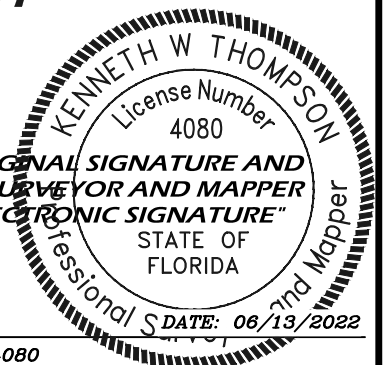
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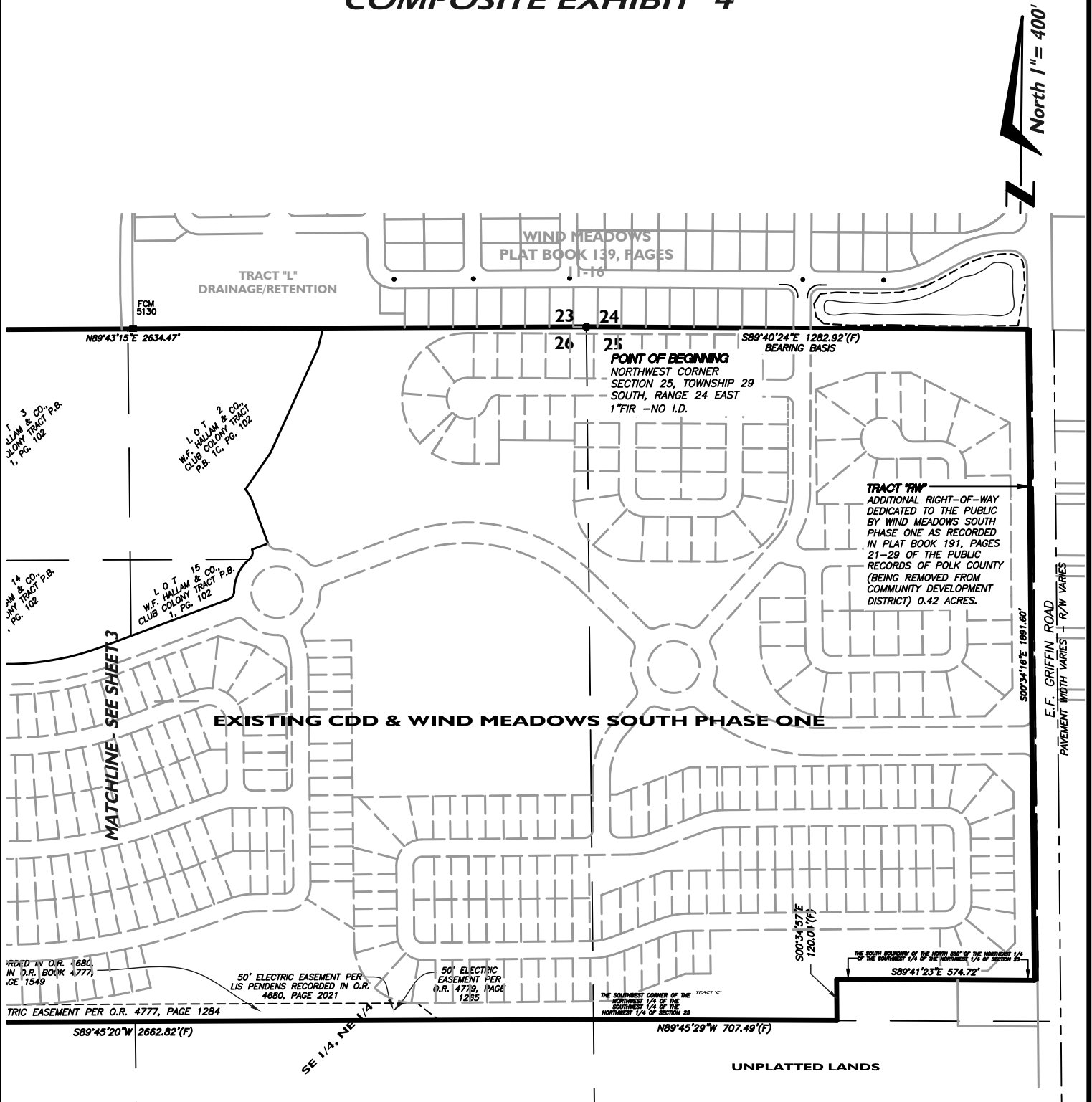
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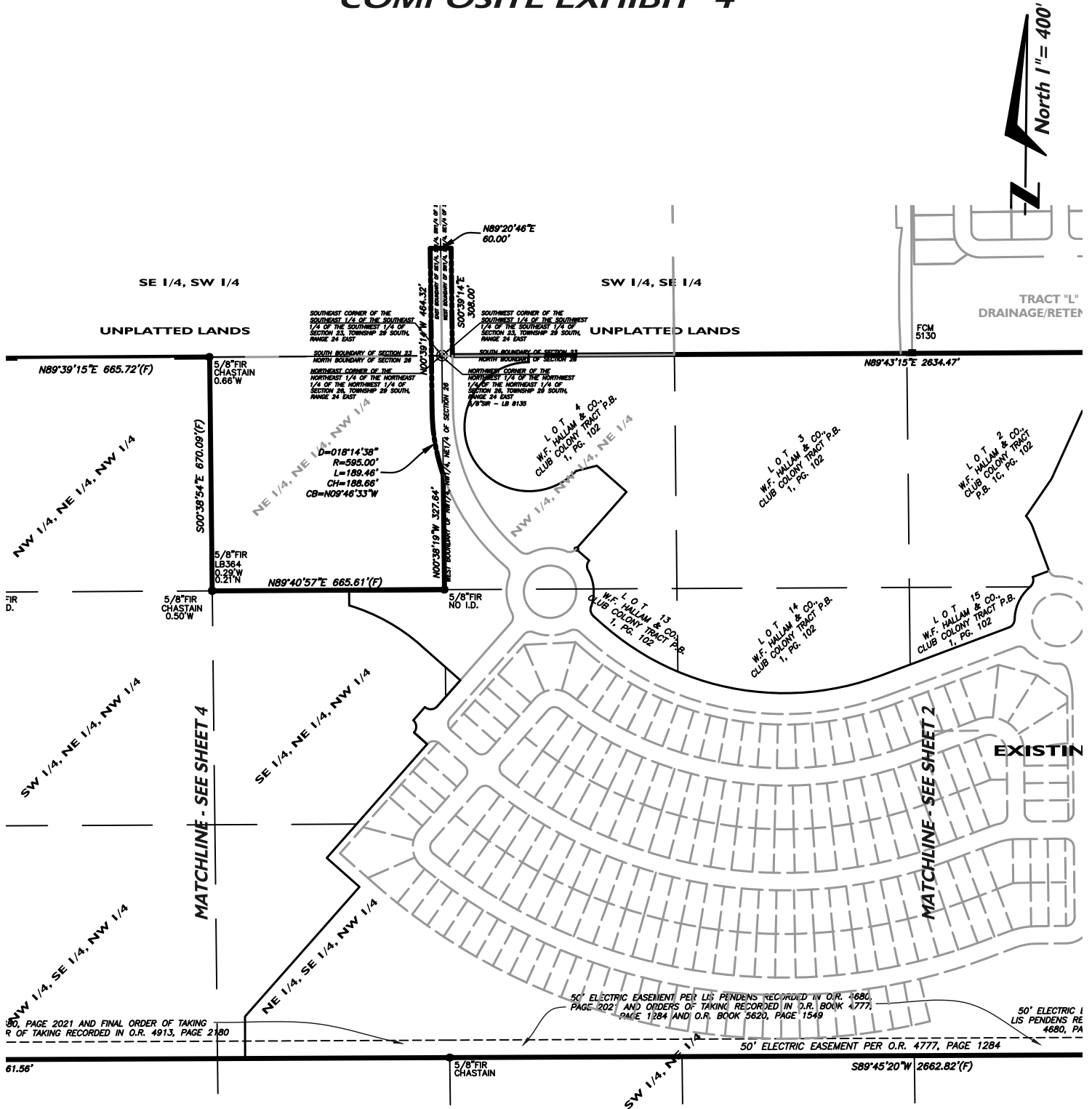
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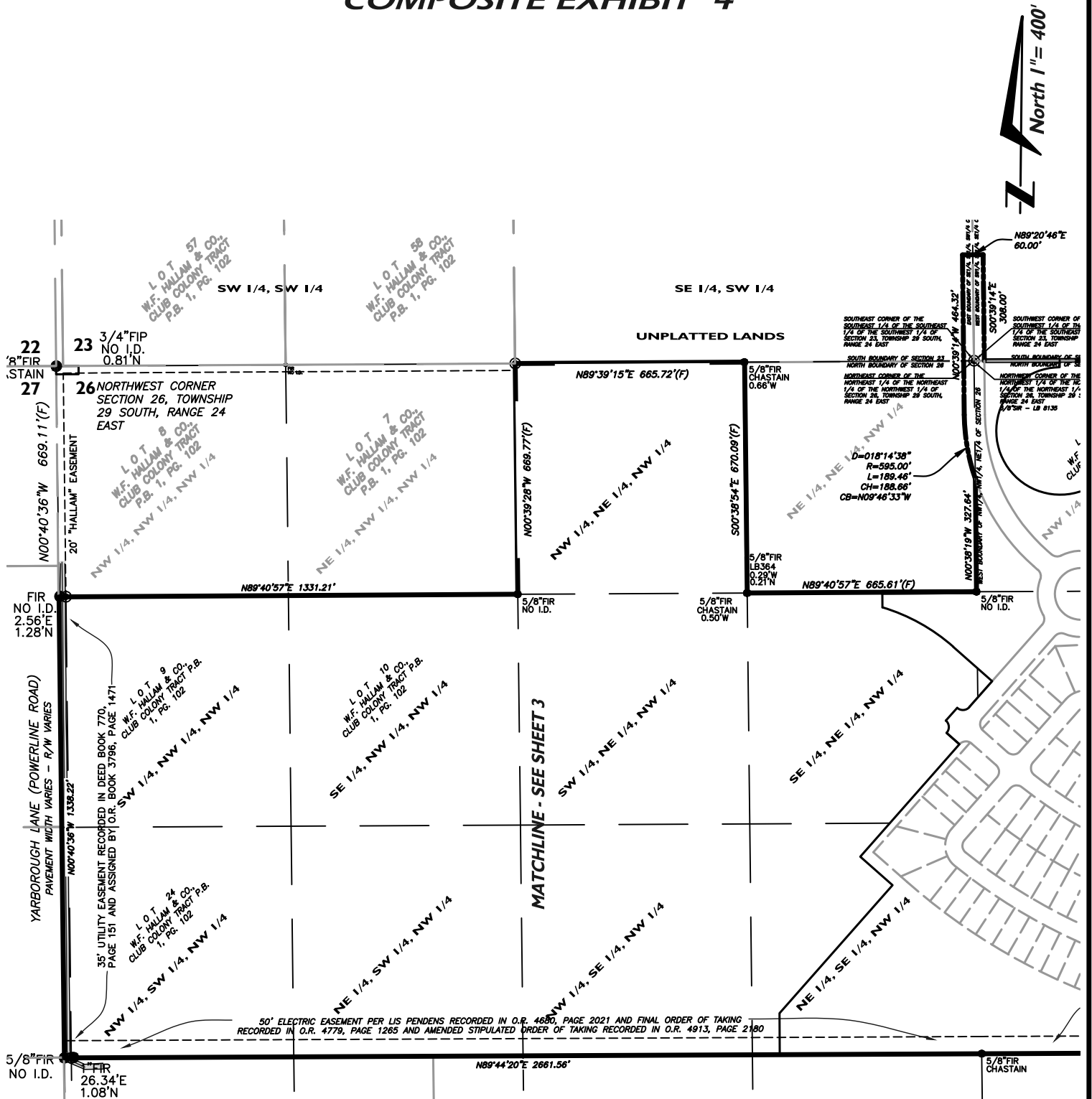
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## COMPOSITE EXHIBIT "4"

### LEGAL DESCRIPTION:

THAT PART OF THE NORTH 3/4 OF THE WEST 1/4 OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF THE NORTH 3/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 25, THE SAME ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°40'24" EAST, ALONG THE NORTH BOUNDARY OF SAID SECTION 25, ALSO BEING THE SOUTH BOUNDARY OF WIND MEADOWS AS RECORDED IN PLAT BOOK 139, PAGES 11-16 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA, A DISTANCE OF 1282.92 FEET TO THE WEST RIGHT-OF-WAY OF E.F. GRIFFIN ROAD ACCORDING TO THE PLAT OF WIND MEADOWS SOUTH PHASE ONE AS RECORDED IN PLAT BOOK 191, PAGES 21-29 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°34'26" EAST, ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 1891.60 FEET TO THE SOUTH BOUNDARY OF THE NORTH 550 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE NORTH 89°41'23" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 574.72 FEET TO THE EAST BOUNDARY OF THE WEST 45 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE SOUTH 00°34'57" EAST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 120.04 FEET TO THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 25; THENCE NORTH 89°45'29" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 707.49 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 26; THENCE SOUTH 89°45'20" WEST, ALONG THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 2662.82 FEET TO THE SOUTHWEST CORNER THEREOF, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 89°44'20" WEST, ALONG SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 2661.56 FEET TO THE SOUTHWEST CORNER OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 00°40'36" WEST ALONG THE WEST BOUNDARY THEREOF A DISTANCE OF 1338.22 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 89°40'57" EAST ALONG THE NORTH BOUNDARY THEREOF AND THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26 A DISTANCE OF 1331.21 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE ALONG THE WEST, NORTH AND EAST BOUNDARIES THEREOF THE FOLLOWING THREE (3) COURSES: 1.) NORTH 00°39'28" WEST, 669.77 FEET TO THE NORTHWEST CORNER THEREOF; THENCE 2.) NORTH 89°39'15" EAST, 665.72 FEET TO THE NORTHEAST CORNER THEREOF; THENCE 3.) SOUTH 00°38'54" EAST, 670.09 FEET TO THE SOUTHEAST CORNER THEREOF, THE SAME ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 89°40'57" EAST ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 665.61 FEET TO THE NORTHEAST CORNER THEREOF, THE SAME ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH 00°38'19" WEST ALONG THE WEST BOUNDARY THEREOF A DISTANCE OF 327.64 FEET TO THE NON-RADIAL, NON-TANGENT INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 595.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 18°14'38" (CHORD = 188.66 FEET, CHORD BEARING = NORTH 09°46'33" WEST) FOR A DISTANCE OF 189.46 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°39'14" WEST, 464.32 FEET; THENCE NORTH 89°20'46" EAST, 60.00 FEET; THENCE SOUTH 00°39'14" EAST, 308.00 FEET TO THE SOUTH BOUNDARY OF THE AFOREMENTIONED SECTION 23, THE SAME ALSO BEING THE NORTH BOUNDARY OF THE AFOREMENTIONED SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST; THENCE NORTH 89°43'15" EAST ALONG SAID BOUNDARY, A DISTANCE OF 2634.47 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS WITHIN ITS BOUNDARIES PORTIONS OF LOTS 2, 3, 4, 13, 14 AND 15 IN THE NORTHEAST 1/4 OF THE AFORESAID SECTION 26, AND LOTS 9, 10, AND 24 IN THE NORTHWEST 1/4 OF THE AFORESAID SECTION 26, OF W.F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, AS RECORDED IN PLAT BOOK 1, PAGE 102 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CONTAINS 273.39 ACRES, MORE OR LESS.

### LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 5 OF 5

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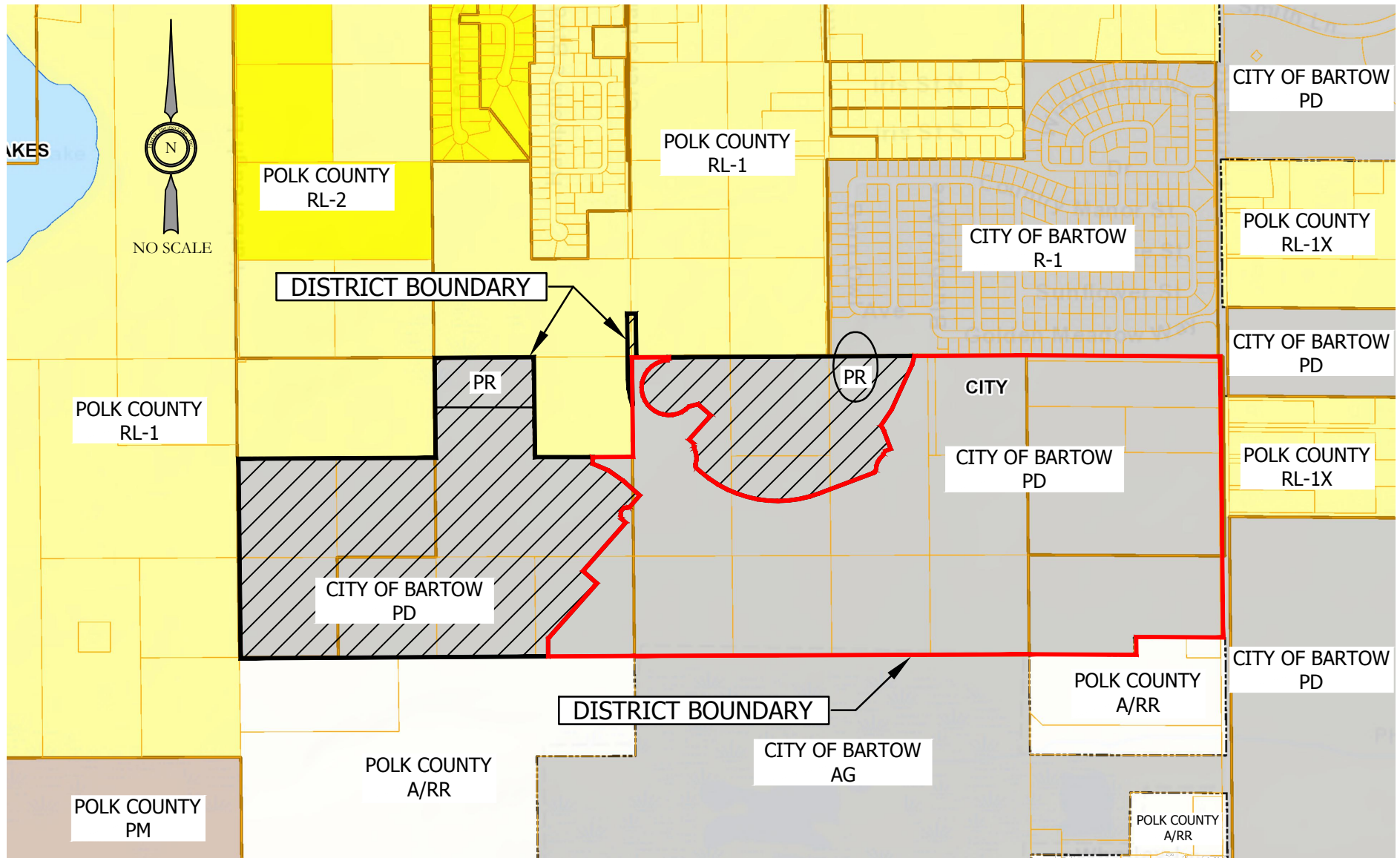
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KENNETH W. THOMPSON P.L.S. #4080





**ZONING MAP  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

Prepared By

**HUNTER ENGINEERING, INC.**

Certificate of Authorization #8394

4900 Dundee Road  
Winter Haven, FL 33884

Telephone: 863-676-7770  
Facsimile: 863-965-0181

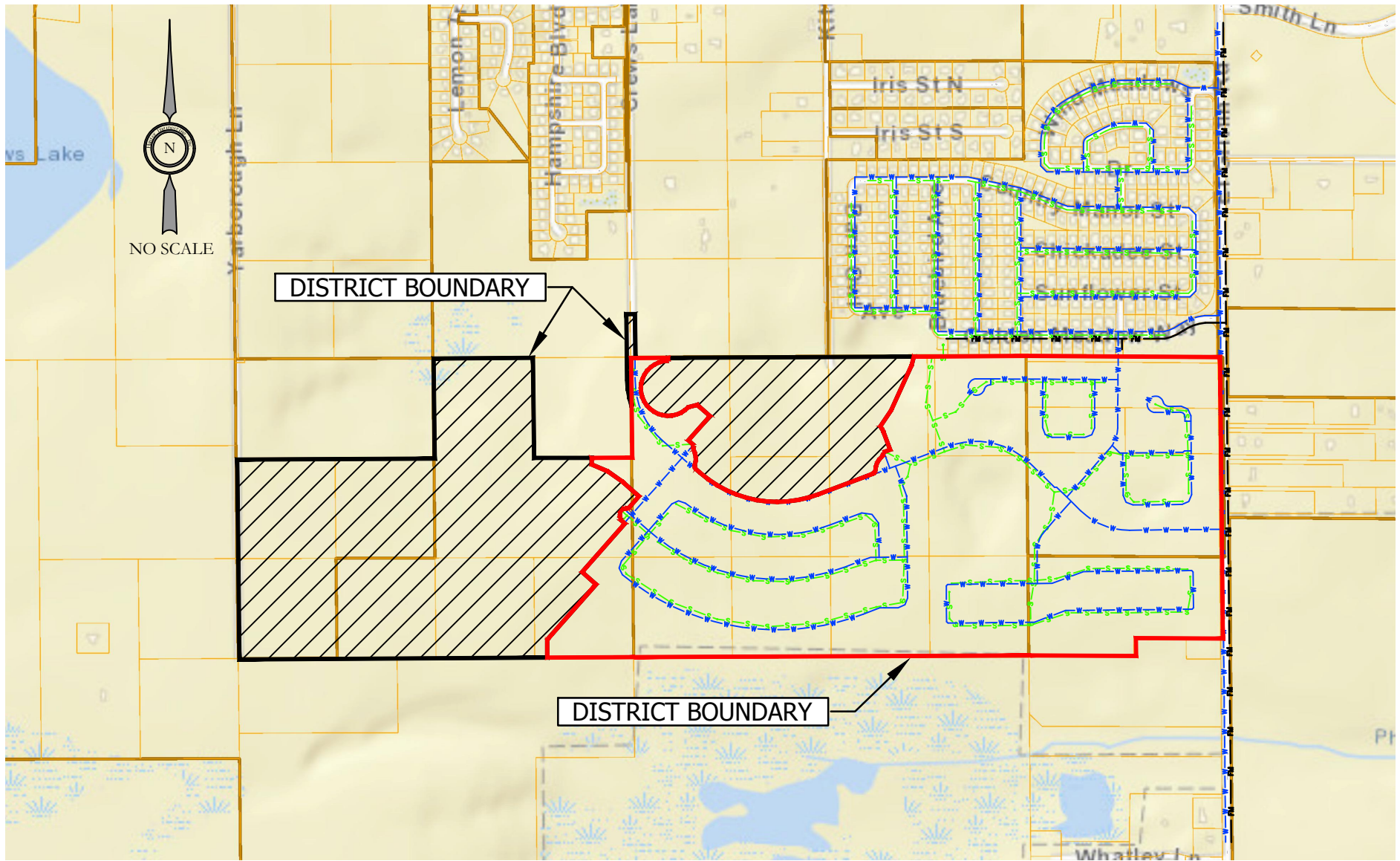
**LEGEND**

	CITY OF BARTOW
	PR (PUBLIC RECREATION) CITY OF BARTOW
	A/RR (RURAL) - POLK COUNTY
	RL-1 (RES. LOW) - POLK COUNTY
	RL-1X (RES. LOW) - POLK COUNTY
	RL-2 (RES. LOW) - POLK COUNTY
	PM (PHOSPHATE MINING) - POLK COUNTY

Date: June 7, 2022

**Exhibit 5**





UTILITIES MAP  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT

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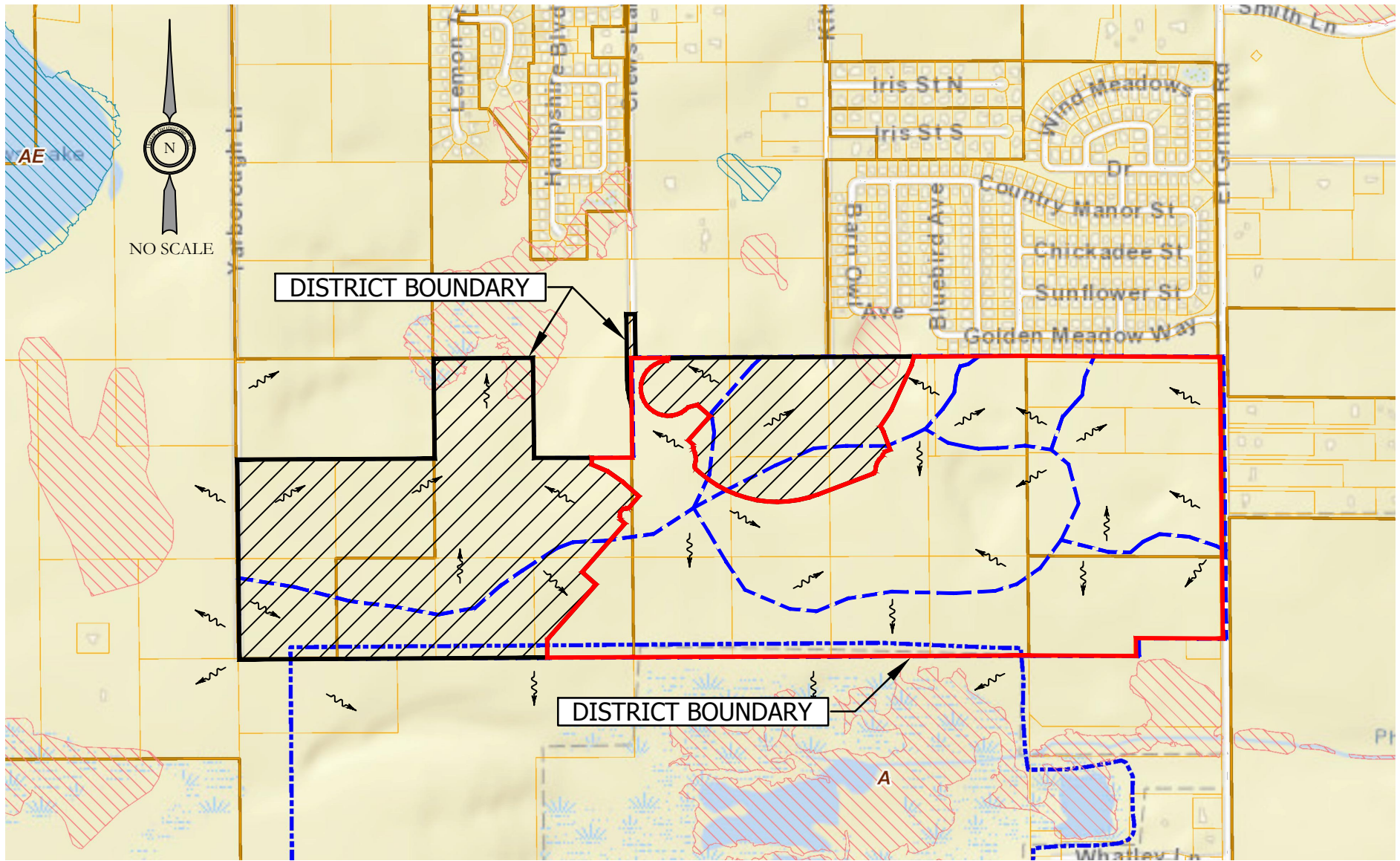
LEGEND

- W—W—W— WATER LINE
- S—S—S— GRAVITY SANITARY
- FM— FORCE MAIN

Date: June 7, 2022

Exhibit 7





**DRAINAGE MAP  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

Prepared By  
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**LEGEND**

— FLOW DIRECTION  
- - - DRAINAGE BASIN

Date: June 7, 2022

**Exhibit 8**



Exhibit 9

Wind Meadows South  
Community Development District  
Summary of District Facilities - Phase 1 & 2

<i>District Infrastructure</i>	<i>Construction</i>	<i>Ownership</i>	<i>Capital Financing</i> <sup>(1)</sup>	<i>Operation &amp; Maintenance</i>
Offsite Improvements	<i>District</i>	<i>County</i>	<i>District Bonds</i>	<i>County</i>
Stormwater Facilities	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>
Water, Sewer, Reclaimed Water, Lift Stations	<i>District</i>	<i>City of Bartow</i>	<i>District Bonds</i>	<i>City of Bartow</i>
Street Lighting / Conduit <sup>(2)</sup>	<i>District</i>	<i>District</i> <sup>(2)</sup>	<i>District Bonds</i>	<i>District</i> <sup>(2)</sup>
Roadways	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>
Entry Feature & Signage	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>
Parks & Recreational Facilities	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>

Notes:

- 1. Costs not funded by bonds will be funded by the developer.
- 2. Street lighting / conduit shall be owned and maintained by the District or the District shall enter into a lease with the City of Lakeland.

**Exhibit 10**  
**Wind Meadows South**  
**Community Development District**  
**Summary of Probable Costs**

<b>Infrastructure</b> <sup>(1)/(9)</sup>	<b>Phase 1</b> 416 Lots <sup>(10)</sup> 2021-2022	<b>Phase 2</b> 419 Lots <sup>(11)</sup> 2023-2024	<b>Totals</b> 835 Lots <sup>(12)</sup>
Offsite Improvements <sup>(5)(6)</sup>	\$850,000	\$0	\$850,000
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$3,100,000	\$3,122,355.77	\$6,222,356
Utilities (Water, Sewer, Reclaim, & Street Lighting) <sup>(5)(6)(8)</sup>	\$3,326,640	\$3,350,630.19	\$6,677,270
Roadway <sup>(4)(5)(6)</sup>	\$2,950,000	\$1,500,000	\$4,450,000
Entry Feature <sup>(6)(7)</sup>	\$835,000	\$0	\$835,000
Parks & Recreational Facilities <sup>(1)(6)</sup>	\$1,189,875	\$0	\$1,189,875
Contingency (10%)	\$1,225,151.5	\$797,298.6	\$2,022,450
<b>Total</b>	<b>\$13,476,667</b>	<b>\$8,770,285</b>	<b>\$22,246,951</b>

**Notes:**

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates for Phase 2 are based on 2022 costs.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with the City of Lakeland for the street light poles and lighting service. Only undergrounding of wire in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 835 lots.
10. 89 – 70 foot wide lots and 327 - 50 foot wide lots
11. 419 – 50 foot wide lots
12. Entire Project proposes 89 – 70 foot wide lots and 746 – 50 foot wide lots

**AMENDED AND RESTATED MASTER  
ASSESSMENT METHODOLOGY  
  
FOR  
  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: January 11, 2023**

**Prepared by**

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

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## **1.0 Introduction**

The Wind Meadows South Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance at this time of not to exceed \$29,000,000 of tax-exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Capital Improvement Plan”) within the District more specifically described in the Engineer’s Report Composite Exhibit 6, dated June 1, 2021 prepared by Hunter Engineering, Inc. as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Capital Improvements or Capital Improvement Plan (“Capital Improvements”) that benefit property owners within the District.

### **1.1 Purpose**

The Board of Supervisors (“Board”) of the District previously approved the Master Assessment Methodology, dated June 9, 2021 (the “Master Report”). The Master Report established an assessment methodology the District followed to allocate debt assessments to properties within the District benefitting from the District’s CIP. Such assessments secure repayment of the Bonds. The District also previously adopted as a supplement to the Master Report, at the time of the issuance of the District’s \$9,335,000 Special Assessment Bonds, Series 2021 (“Series 2021 Bonds”), Supplemental Assessment Methodology report dated September 21, 2021 (“Series 2021 Supplemental Report”). The Series 2021 Supplemental Report applied the methodology to the details of the Series 2021 Bonds to allocate debt assessments (“Series 2021 Assessments”) to benefitting properties within the District to secure the repayment of the Series 2021 Bonds.

The methodology established by the Master Report allocated debt assessments to planned future units of residential product types. Since adoption of the Master Report, there have been expansions to add new parcels within the District, which has changed the total acreage within the District. This Amended and Restated Master Assessment Report amends and restates the original approved Master Report (collectively, the “Assessment Report”) and provides for an updated assessment methodology that reflects changes to the total acreage within the District. The revised development plan increases the total acreage of the District, thereby decreasing the maximum par debt per acre.

This Assessment Report continues to allocate the debt to properties based on the special benefits each receives from the Capital Improvement Plan. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvement Plan. It is anticipated that the District will issue multiple series of Bonds to fund all or a portion of the Capital Improvement Plan. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

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

## **1.2 Background**

The District currently includes approximately 273.39 acres within Bartow, Florida. The development program for the District currently envisions approximately 835 residential units. The proposed development program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

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

The assessment methodology is a four-step process.

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

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

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and

peculiar benefits, which accrue to property within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within District would be prohibited by law.

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

#### **1.4 Requirements of a Valid Assessment Methodology**

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

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

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

#### **1.5 Special Benefits Will Equal or Exceed the Costs Allocated**

The special benefits provided to the property within the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$22,246,951. The District's Underwriter projects that financing costs required to fund the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$29,000,000. Without the Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

### **2.0 Assessment Methodology**

#### **2.1 Overview**

The District anticipates issuing approximately \$29,000,000 in Bonds in one or more series to fund the District's entire Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report

to allocate the \$29,000,000 in debt to the properties within the District benefiting from the Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvements needed to support the development; these construction costs are outlined in Table 2. The Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$22,246,950. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the Capital Improvements and related costs was determined by the District's Underwriter to total approximately \$29,000,000. Table 3 shows the breakdown of the Bond sizing.

## **2.2 Allocation of Debt**

Allocation of debt is a continuous process until the development plan for the District are completed. Until the platting process occurs, the Capital Improvements funded by District Bonds benefits all acres within the District.

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

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

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

## **2.3 Allocation of Benefit**

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and



professional fees along with related incidental costs. There are two product types within the planned development. The 50' single-family home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular product type. It is important to note that the benefit derived from the Capital Improvements on a particular unit will exceed the cost that the unit will be paying for such benefits.

## **2.4 Lienability Test: Special and Peculiar Benefit to the Property**

Construction and/or acquisition by the District of its proposed Capital Improvements will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The benefit from the Capital Improvements accrue in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Capital Improvements to the assigned properties.

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

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

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

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

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

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

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

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

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

### **3.0 True Up Mechanism**

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

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

### **4.0 Assessment Roll**

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

<p>TABLE 1</p> <p>WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT</p> <p>DEVELOPMENT PROGRAM</p> <p>AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY</p>
--

Land Use*	Phase 1	Phase 2	Total	ERUs per Unit (1)	Total ERUs
Single Family - 50'	327	419	746	1.00	746.00
Single Family - 70'	89	0	89	1.40	124.60
Total Units	416	419	835		870.60

(1) Benefit is allocated on an ERU basis; based on density of planned development, 50 ' lot at 1 ERU, and 70' lot at 1.4 ERU

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

TABLE 2  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT PLAN COST ESTIMATES  
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Phase 1	Phase 2	Total Cost Estimate
Offsite Improvements	\$ 850,000	\$ -	\$ 850,000
Stormwater Management	\$ 3,100,000	\$ 3,122,356	\$ 6,222,356
Utilities (Water, Sewer, & Street Lighting)	\$ 3,326,640	\$ 3,350,630	\$ 6,677,270
Roadway	\$ 2,950,000	\$ 1,500,000	\$ 4,450,000
Entry Feature	\$ 835,000	\$ -	\$ 835,000
Parks and Amenities	\$ 1,189,875	\$ -	\$ 1,189,875
Contingencies	\$ 1,225,152	\$ 797,299	\$ 2,022,450
	\$ 13,476,667	\$ 8,770,285	\$ 22,246,951

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
BOND SIZING  
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

**Bond Sizing**

<b>Description</b>	<b>Phase 1</b>	<b>Phase 2</b>	<b>Total</b>
Construction Funds	\$ 13,476,667	\$ 8,770,285	\$ 22,246,952
Debt Service Reserve	\$ 1,271,356	\$ 835,462	\$ 2,106,818
Capitalized Interest	\$ 2,100,000	\$ 1,380,000	\$ 3,480,000
Underwriters Discount	\$ 350,000	\$ 230,000	\$ 580,000
Cost of Issuance	\$ 220,000	\$ 220,000	\$ 440,000
Contingency	\$ 81,977	\$ 64,253	\$ 146,230
<b>Par Amount*</b>	<b>\$ 17,500,000</b>	<b>\$ 11,500,000</b>	<b>\$ 29,000,000</b>

Bond Assumptions:

Average Coupon	6.00%
Amortization	30 years
Capitalized Interest	36 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF IMPROVEMENT COSTS  
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
<u>Phase 1</u>						
Single Family - 50'	327	1.00	327.00	72.41%	\$ 9,758,348	\$ 29,842
Single Family - 70'	89	1.40	124.60	27.59%	\$ 3,718,319	\$ 41,779
	416		451.60	100.00%	\$ 13,476,667	
<u>Phase 2</u>						
Single Family - 50'	419	1.00	419.00	100.00%	\$ 8,770,285	\$ 20,931

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

<p>TABLE 5</p> <p>WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT</p> <p>ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE</p> <p>AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY</p>
--

Land Use	No. of Units *	Total Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Per Unit
<u>Phase 1</u>				
Single Family - 50'	327	\$ 9,758,348	\$ 12,671,612	\$ 38,751
Single Family - 70'	89	\$ 3,718,319	\$ 4,828,388	\$ 54,252
	416	\$ 13,476,667	\$ 17,500,000	
<u>Phase 2</u>				
Single Family - 50'	419	\$ 8,770,285	\$ 11,500,000	\$ 27,446

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

TABLE 6  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE  
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
<u>Phase 1</u>						
Single Family - 50'	327	\$ 12,671,612	\$ 38,751	\$ 920,579	\$ 2,815	\$ 3,027
Single Family - 70'	89	\$ 4,828,388	\$ 54,252	\$ 350,777	\$ 3,941	\$ 4,238
	416	\$ 17,500,000		\$ 1,271,356		
<u>Phase 2</u>						
Single Family - 50'	419	\$ 11,500,000	\$ 27,446	\$ 835,462	\$ 1,994	\$ 2,144

(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  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
PRELIMINARY ASSESSMENT ROLL  
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Phase 1						
Wind Meadows South LLC	See Attached Legal	159.25	\$ 109,890	\$ 17,500,000	\$ 1,271,356	\$ 1,367,049
<b>Totals</b>		<b>159.25</b>		<b>\$ 17,500,000</b>	<b>\$ 1,271,356</b>	<b>\$ 1,367,049</b>
Phase 2						
Wind Meadows South 2 LLC	See Attached Legal	114.14	\$ 100,753	\$ 11,500,000	\$ 835,462	\$ 898,346
<b>Totals</b>		<b>114.14</b>		<b>\$ 11,500,000</b>	<b>\$ 835,462</b>	<b>\$ 898,346</b>

\* - See Legal Attached

Annual Assessment Periods	30
Projected Bond Rate (%)	6.00%
Maximum Annual Debt Service	\$2,106,818

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

Prepared by: Governmental Management Services - Central Florida, LLC

## COMPOSITE EXHIBIT "4"

### LEGAL DESCRIPTION:

THAT PART OF THE NORTH 3/4 OF THE WEST 1/4 OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF THE NORTH 3/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 25, THE SAME ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°40'24" EAST, ALONG THE NORTH BOUNDARY OF SAID SECTION 25, ALSO BEING THE SOUTH BOUNDARY OF WIND MEADOWS AS RECORDED IN PLAT BOOK 139, PAGES 11-16 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA, A DISTANCE OF 1282.92 FEET TO THE WEST RIGHT-OF-WAY OF E.F. GRIFFIN ROAD ACCORDING TO THE PLAT OF WIND MEADOWS SOUTH PHASE ONE AS RECORDED IN PLAT BOOK 191, PAGES 21-29 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 00°34'26" EAST, ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 1891.60 FEET TO THE SOUTH BOUNDARY OF THE NORTH 550 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE NORTH 89°41'23" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 574.72 FEET TO THE EAST BOUNDARY OF THE WEST 45 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE SOUTH 00°34'57" EAST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 120.04 FEET TO THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 25; THENCE NORTH 89°45'29" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 707.49 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 26; THENCE SOUTH 89°45'20" WEST, ALONG THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 2662.82 FEET TO THE SOUTHWEST CORNER THEREOF, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 89°44'20" WEST, ALONG SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 2661.56 FEET TO THE SOUTHWEST CORNER OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 00°40'36" WEST ALONG THE WEST BOUNDARY THEREOF A DISTANCE OF 1338.22 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 89°40'57" EAST ALONG THE NORTH BOUNDARY THEREOF AND THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26 A DISTANCE OF 1331.21 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE ALONG THE WEST, NORTH AND EAST BOUNDARIES THEREOF THE FOLLOWING THREE (3) COURSES: 1.) NORTH 00°39'28" WEST, 669.77 FEET TO THE NORTHWEST CORNER THEREOF; THENCE 2.) NORTH 89°39'15" EAST, 665.72 FEET TO THE NORTHEAST CORNER THEREOF; THENCE 3.) SOUTH 00°38'54" EAST, 670.09 FEET TO THE SOUTHEAST CORNER THEREOF, THE SAME ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 89°40'57" EAST ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 665.61 FEET TO THE NORTHEAST CORNER THEREOF, THE SAME ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH 00°38'19" WEST ALONG THE WEST BOUNDARY THEREOF A DISTANCE OF 327.64 FEET TO THE NON-RADIAL, NON-TANGENT INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 595.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 18°14'38" (CHORD = 188.66 FEET, CHORD BEARING = NORTH 09°46'33" WEST) FOR A DISTANCE OF 189.46 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°39'14" WEST, 464.32 FEET; THENCE NORTH 89°20'46" EAST, 60.00 FEET; THENCE SOUTH 00°39'14" EAST, 308.00 FEET TO THE SOUTH BOUNDARY OF THE AFOREMENTIONED SECTION 23, THE SAME ALSO BEING THE NORTH BOUNDARY OF THE AFOREMENTIONED SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST; THENCE NORTH 89°43'15" EAST ALONG SAID BOUNDARY, A DISTANCE OF 2634.47 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS WITHIN ITS BOUNDARIES PORTIONS OF LOTS 2, 3, 4, 13, 14 AND 15 IN THE NORTHEAST 1/4 OF THE AFORESAID SECTION 26, AND LOTS 9, 10, AND 24 IN THE NORTHWEST 1/4 OF THE AFORESAID SECTION 26, OF W.F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, AS RECORDED IN PLAT BOOK 1, PAGE 102 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CONTAINS 273.39 ACRES, MORE OR LESS.

### LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 5 OF 5

THE SEAL APPEARING ON THIS DOCUMENT WAS  
AUTHORIZED BY KENNETH W. THOMPSON, P.S.M.  
AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE  
OR A DIGITAL SIGNATURE AFFIXED HERETO.



6700 South Florida Avenue, Suite 1, Lakeland, Florida 33813  
(863) 904-4699 - kthompson@platinumsurveying.com

STATE OF FLORIDA AUTHORIZATION FOR:  
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KENNETH W. THOMPSON P.L.S. #4080

## SECTION VIII

## **RESOLUTION 2023-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2023-02 TO RE-SET THE DATE, TIME, AND LOCATION OF THE PUBLIC HEARING ON IMPOSING A SPECIAL ASSESSMENT ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, *FLORIDA STATUTES*, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Wind Meadows South Community Development District (“**District**”) was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure improvements; and

**WHEREAS**, on January 11, 2023, at a duly noticed public meeting, the District’s Board of Supervisors (“**Board**”) adopted Resolution No. 2023-01, entitled:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING AND CONFIRMING THE ASSESSMENT REPORT; ADOPTING AND CONFIRMING THE ENGINEER’S REPORT; DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

**WHEREAS**, also on January 11, 2023, at a duly noticed public meeting, the District’s Board adopted Resolution No. 2023-02, setting a public hearing for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file, for March 8, 2023, at 1:30 p.m. at 4900 Dundee Road, Winter Haven, FL 33884; and

**WHEREAS**, the Board has adopted Resolution No. 2023-05, rescinding Resolution No. 2023-01 and replacing it with Resolution No. 2023-05; and

**WHEREAS**, accordingly, the District now desires to amend Resolution No. 2023-02 to reschedule the date of the public hearing to the date and time set forth herein and provide mailed and published notice as required by Florida Law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF THE WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. PUBLIC HEARING DATE RE-SET.** Resolution No. 2023-02 is hereby amended to reflect that the public hearing as declared therein is re-set to:

**DATE: Wednesday, April 12, 2023**

**TIME: 1:30 p.m. (or as soon thereafter as the matter may be heard)**

**LOCATION: 4900 Dundee Road,  
Winter Haven, FL 33884**

**SECTION 2.** Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Polk County (by two publications one week apart with the first publication at least twenty (20) days prior and the last publication shall be at least one (1) week prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days' written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

**SECTION 3. CONFLICTS.** Except as otherwise provided herein, all of the provisions of Resolution 2023-02 continue in full force and effect.

**SECTION 4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and adoption by the Board.

**PASSED AND ADOPTED THIS 8TH DAY OF FEBRUARY, 2023.**

ATTEST:

**WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

Its: \_\_\_\_\_

## SECTION IX

**RESOLUTION 2023-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT APPROVING AN AMENDEDMENT TO THE GENERAL FUND BUDGET FOR FISCAL YEAR 2023 AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Resolution 2022-08 the Wind Meadows South Community Development District Board of Supervisors (the “Board”) adopted a General Fund Budget for Fiscal Year 2023; and

**WHEREAS**, the Board desires to amend the budgeted revenues and expenditures approved for Fiscal Year 2023.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT:**

1. The General Fund Budget for Fiscal Year 2023 is hereby amended and restated as set forth on the Fiscal Year 2023 Budget attached hereto as “**Exhibit A**”.
2. This Resolution shall take effect immediately upon adoption and be reflected in the monthly and Fiscal Year End 9/30/2023 Financial Statements and Audit Report of the District.

**PASSED AND ADOPTED THIS 8<sup>TH</sup> DAY OF FEBRUARY 2023.**

ATTEST:

**BOARD OF SUPERVISORS OF THE  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**



# **Wind Meadow South**

## **Community Development District**

**Amended Budget**  
**FY 2023**



# Table of Contents

1-2

General Fund

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# Wind Meadow South

## Community Development District

### Amended Budget

### General Fund

Description	Adopted Budget FY2023	Increase/ (Decrease)	Amended Budget FY2023
<b><u>Revenues</u></b>			
Assessments - Tax Roll	\$270,400	\$0	\$270,400
Developer Contributions	\$40,010	\$90,782	\$130,792
<b>Total Revenues</b>	<b>\$ 310,410</b>	<b>\$ 90,782</b>	<b>\$ 401,192</b>
<b><u>Expenditures</u></b>			
<i><u>Administrative</u></i>			
Supervisor Fees	\$12,000	\$0	\$12,000
Engineering	\$15,000	\$0	\$15,000
Attorney	\$25,000	\$0	\$25,000
Annual Audit	\$3,400	\$0	\$3,400
Assessment Administration	\$5,000	\$0	\$5,000
Arbitrage	\$500	\$0	\$500
Dissemination	\$5,000	\$0	\$5,000
Trustee Fees	\$5,000	\$0	\$5,000
Management Fees	\$36,750	\$0	\$36,750
Information Technology	\$1,800	\$0	\$1,800
Website Maintenance	\$1,200	\$0	\$1,200
Telephone	\$300	\$0	\$300
Postage & Delivery	\$1,000	\$0	\$1,000
Insurance	\$5,500	\$0	\$5,500
Printing & Binding	\$1,000	\$0	\$1,000
Legal Advertising	\$10,000	\$0	\$10,000
Contingency	\$5,000	\$0	\$5,000
Office Supplies	\$625	\$0	\$625
Travel Per Diem	\$660	\$0	\$660
Dues, Licenses & Subscriptions	\$175	\$0	\$175
<b>Administrative Expenses</b>	<b>\$ 134,910</b>	<b>\$ -</b>	<b>\$ 134,910</b>

# Wind Meadow South

## Community Development District

### Amended Budget

### General Fund

Description	Adopted Budget FY2023	Increase/ (Decrease)	Amended Budget FY2023
<u>Field Operation</u>			
Property Insurance	\$5,000	\$0	\$5,000
Field Management	\$15,000	\$0	\$15,000
Landscape Maintenance	\$70,000	\$29,320	\$99,320
Landscape Replacement	\$15,000	\$0	\$15,000
Streetlights	\$15,000	\$0	\$15,000
Electric	\$5,500	\$0	\$5,500
Water & Sewer	\$10,000	\$0	\$10,000
Sidewalk & Asphalt Maintenance	\$2,500	\$0	\$2,500
Irrigation Repairs	\$5,000	\$0	\$5,000
General Repairs & Maintenance	\$15,000	\$0	\$15,000
Contingency	\$7,500	\$0	\$7,500
<b>Field Operation Expenses</b>	<b>\$ 165,500</b>	<b>\$ 29,320</b>	<b>\$ 194,820</b>
<u>Amenity Expenditures</u>			
Amenity - Electric	\$18,000	(\$7,500)	\$10,500
Amenity - Water	\$10,000	(\$4,167)	\$5,833
Internet	\$3,000	(\$1,250)	\$1,750
Pest Control	\$720	(\$300)	\$420
Janitorial Service	\$8,000	(\$2,167)	\$5,833
Security Services	\$33,800	(\$23,800)	\$10,000
Pool Maintenance	\$20,000	(\$7,167)	\$12,833
Amenity Repairs & Maintenance	\$12,000	(\$5,000)	\$7,000
Amenity Access Management	\$5,000	(\$2,083)	\$2,917
Contingency	\$7,500	(\$3,125)	\$4,375
<b>Subtotal Amenity Expenditures</b>	<b>\$ 153,020</b>	<b>\$ (91,558)</b>	<b>\$ 61,462</b>
<u>Other Expenditures</u>			
Capital Reserves - Transfer	\$10,000	\$0	\$10,000
<b>Total Other Expenditures</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ 10,000</b>
<b>Total Expenditures</b>	<b>\$ 310,410</b>	<b>\$ (62,238)</b>	<b>\$ 401,192</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 0</b>

# SECTION X

**ASSIGNMENT OF CONTRACTOR AGREEMENT**  
**WIND MEADOW PHASE 2 CONSTRUCTION**

Assignor: Wind Meadows South, LLC (“**Assignor**”)  
Owner/Assignee: Wind Meadows South Community Development District (“**Assignee**” or “**District**”)  
Contractor: Odom Contracting LLC (“**Contractor**”)  
Contract: Standard Form of Agreement between Owner and Contractor for Wind Meadows Phase 2 Construction, dated \_\_\_\_\_ 2023 (“**Contractor Agreement**” or “**Project**”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the \_\_\_\_ day of \_\_\_\_\_, 2023.

**ODOM CONTRACTING LLC**

**WIND MEADOWS SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Brent Elliott  
Title: Chairperson, Board of Supervisors

**WIND MEADOWS SOUTH, LLC**, a Florida  
limited liability company

By: Center State Development, LLC  
Its: Manager

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBITS:**

- Developer’s Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
  - Scrutinized Companies Statement
  - Public Entity Crimes Statement
  - Trench Safety Compliance Act Statement
  - Discrimination Statement

**DEVELOPER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT  
WIND MEADOWS PHASE 2 CONSTRUCTION**

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

BEFORE ME, the undersigned, personally appeared \_\_\_\_\_ as  
\_\_\_\_\_ of Center State Development, LLC, as Manager of Wind  
Meadows South, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, \_\_\_\_\_, serve as manager for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Wind Meadows South Community Development District ("**District**") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("**Contractor Agreement**") between Developer and Odom Contracting LLC ("**Contractor**"), dated \_\_\_\_\_, 2023, and attached hereto as **Exhibit A**, X was competitively bid prior to its execution or \_\_\_\_\_ is below the applicable bid thresholds and was not required to be competitively prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, arising out of, wholly or in part by, or as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes* (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has X furnished or will furnish a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or \_\_\_\_\_ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*.
- (vi) Developer X represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or \_\_\_\_\_ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that there are no payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are outstanding and no disputes under the Contractor Agreement exist.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESS:

**WIND MEADOWS SOUTH, LLC** a Florida  
limited liability company

By: Center State Development, LLC  
Its: Manager

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ for Center State Development, LLC, Manager for Wind Meadows South, LLC.

[notary seal]

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

**Exhibit A** Agreement by and between Developer and Odom Contracting LLC , dated \_\_\_\_\_, 2023

**Exhibit B** Releases

**Exhibit C** Performance and Payment Bonds



**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
WIND MEADOWS PHASE 2 CONSTRUCTION**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Odom Contracting LLC ("**Contractor**"), hereby agrees as follows:

- (i) The agreement ("**Contractor Agreement**") between Wind Meadows South, LLC and Contractor dated \_\_\_\_\_, 2023, has been assigned to the Wind Meadows South Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
  - a. X Contractor has or will furnish and record a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  - b. \_\_\_\_ Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2023.

**ODOM CONTRACTING LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of Odom Contracting LLC.

[notary seal]

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

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)  
WIND MEADOW PHASE 2 CONSTRUCTION**

**1. ASSIGNMENT.** This Addendum applies to that certain Agreement between Owner and Contractor for Wind Meadow Phase 2 Construction, dated \_\_\_\_\_, 2023 (“**Contract**”) between the Wind Meadows South Community Development District (“**District**”) and Odom Contracting LLC (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

**2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, the Contractor shall execute, deliver to the District, and record in the public records of Polk County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

**3. INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**4. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

**5. RETAINAGE.** The following provision addresses the holding of retainage under the Contract:

Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work, acceptance of the Work by the Owner, satisfaction of all punch list requirements, and submission of all documents required under Paragraph

15.06 of the General Conditions, subject to any offsets to which the Owner is entitled. Procedures for withholding and release of retainage shall be in accordance with Florida law, including sections 218.735 and 255.078, *Florida Statutes*.

**6. INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Five Million Dollars (\$5,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**7. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax-exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the District will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the

District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**8. PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT**

**THE PUBLIC RECORDS CUSTODIAN AT C/O JILL BURNS,  
GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL  
FLORIDA, LLC, 219 EAST LIVINGSTON STREET,  
ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND  
JBURNS@GMSCFL.COM**

**9. SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**10. NOTICES.** Notices provided to the District pursuant to the Contract shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the following individuals:

District: Wind Meadows South Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303  
Attn: District Counsel

**11. SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

**12. PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

**13. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

**14. DISCRIMINATION STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding discriminatory vendor list, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

**15. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**16. E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, Florida Statutes, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto hereby acknowledge and agree to this Addendum, executed on this \_\_\_\_ day of \_\_\_\_\_, 2023, effective as of the date of the Assignment of the Contract.

WITNESS:

**ODOM CONTRACTING LLC**

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

**WIND MEADOWS SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
By: Brent Elliott  
Chairperson, Board of Supervisors

**Exhibit A:** Scrutinized Companies Statement  
**Exhibit B:** Public Entity Crimes Statement  
**Exhibit C:** Trench Safety Act Statement  
**Exhibit D:** Discrimination Statement

## EXHIBIT A

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,  
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR  
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM  
ENERGY SECTOR LIST**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Wind Meadows South Community Development District by \_\_\_\_\_ (print name of authorized representative). I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ (print individual's title) for Odom Contracting LLC, ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor. Contractor's business address is: \_\_\_\_\_.
2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, *Florida Statutes*, or that has business operations in Cuba or Syria is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services.
3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with Wind Meadows South, LLC, to the Wind Meadows South Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.
4. The entity will immediately notify the Wind Meadows South Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.135(5), *Florida Statutes*, Regarding Scrutinized Companies and all of the information provided is true and correct.

\_\_\_\_\_  
Signature by authorized representative

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

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of Odom Contracting LLC.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)

Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_



## EXHIBIT B

### **SWORN STATEMENT ON PUBLIC ENTITY CRIMES** **PURSUANT TO SECTION 287.133(2)(a), FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Wind Meadows South Community Development District.
2. I, \_\_\_\_\_ (print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ (print individual's title) for Odom Contracting LLC, ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is \_\_\_\_\_.
4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes* any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

[CONTINUE ON NEXT PAGE]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of Odom Contracting LLC.

[notary seal]

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

## EXHIBIT C

### WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT TRENCH SAFETY ACT COMPLIANCE STATEMENT

#### INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

#### CERTIFICATION

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Contractor:

**ODOM CONTRACTING LLC**

By: \_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of Odom Contracting LLC.

\_\_\_\_\_  
(Official Notary Signature)

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

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

[notary seal]

**WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
Project Total			

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

Subcontractor:

\_\_\_\_\_

By: \_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of Odom Contracting LLC.

\_\_\_\_\_  
(Official Notary Signature)

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

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

[notary seal]

\_\_\_\_\_  
<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

## EXHIBIT D

### **WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT** **SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,** **ON DISCRIMINATION**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Wind Meadows South Community Development District.
2. I, \_\_\_\_\_ (print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ (print individual's title) for Odom Contracting LLC, ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is \_\_\_\_\_.
4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_.  
  
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of an entity that discriminated; or
  - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity
9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

\_\_\_ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

\_\_\_\_\_  
Signature by authorized representative

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

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of Odom Contracting LLC.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)

Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

## SECTION XI



**CONSTRUCTION FUNDING AGREEMENT BETWEEN  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT AND  
WIND MEADOWS SOUTH 2, LLC [PHASE 2 PROJECT]**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of February, 2023, by and between:

**WIND MEADOWS SOUTH 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 (the “District”), and

**WIND MEADOWS SOUTH 2, LLC**, a Florida limited liability company, an owner of certain lands within the District, with a mailing address of 4900 Dundee Rd., Winter Haven, FL 33884, and its successors and assigns (“Developer”)

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District (hereinafter, the "Development"), upon which infrastructure improvements have been or will be made; and

**WHEREAS**, the District, pursuant to the 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 Phase 2 of its anticipated master improvements and facilities within the Development, which are described in **Exhibit A** including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the “Improvements”); and

**WHEREAS**, in order to induce the District to proceed at this time with the construction of the necessary or desired improvements, the Developer desires to provide the funds necessary to enable the District to proceed with such improvements if and when the District exhausts the funds on deposit in the construction account; and

**WHEREAS**, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements as described in **Exhibit A**, and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from those bonds.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

**2. FUNDING.** Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the Improvements. Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's construction account with such depository as determined by the District.

**3. REPAYMENT.** The parties agree that the funds provided by Developer pursuant to this Agreement will be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds. Within forty-five (45) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Improvements, the District shall reimburse Developer until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Improvements within five (5) years of the date of this Agreement, and, thus does not reimburse the Developer for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

**4. DEFAULT.** A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

**5. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**6. AGREEMENT.** This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

**7. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**8. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

**9. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to District:** Wind Meadows South Community Development District  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

**With a copy to:** KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303  
Attn: District Counsel

**B. If to Developer:** Wind Meadows South 2, LLC  
4900 Dundee Rd.,  
Winter Haven, FL 33884  
Attn: \_\_\_\_\_

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:

**WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

WITNESS:

**WIND MEADOWS SOUTH 2, LLC** a  
Florida limited liability company

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** *Wind Meadows South Community Development District Engineer's Report of  
Capital Improvements, dated June 1, 2021*



*WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT*

*ENGINEER'S REPORT  
OF CAPITAL IMPROVEMENTS*

:

*Prepared For*

*BOARD OF SUPERVISORS  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT*

*Prepared by:*

*Hunter Engineering, Inc.  
4900 Dundee Road  
Winter Haven, FL 33884  
863-676-7770*

*June 1, 2021*

**WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

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EXHIBIT 2 (Composite)	- Legal Description & Sketch of Boundary
EXHIBIT 3	- Zoning Map
EXHIBIT 4	- Future Land Use Map
EXHIBIT 5	- Drainage Flow Pattern Map
EXHIBIT 6	- Utility Location Map
EXHIBIT 7	- Summary of District Facilities
EXHIBIT 8	- Summary of Opinion of Probable Costs
EXHIBIT 9	- Overall Site Plan



**ENGINEER'S REPORT  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

The Wind Meadows South Community Development District (the "District" or the "CDD") is generally located on the west side of E.F. Griffin Road approximately 1.40 miles north of Lyle Parkway and 0.45 miles south of Smith Lane within the limits of the City of Bartow, Florida (the "City"). The District currently contains approximately 159.67 acres and is expected to consist of 416 single family lots, recreation & amenity areas, and associated infrastructure.

The CDD was established by City Ordinance No. 2021 – 10, which was approved by the City Commission on June 7, 2021. The District will own and operate the stormwater management facilities as well as the landscape, irrigation, signage, and recreational facilities within the Development. The roadway system will be owned and operated by the District or by the City at the City's discretion.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to applicable regulatory criteria of the City, Polk County, Florida (the "County"), the Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the Development, defined below. Any public improvements or facilities acquired by the District will be at the lesser of cost or fair market value. An estimate of the probable cost of the public improvements is provided in Exhibit 8 of this report.

This Report and the Capital Improvement Plan included herein, reflect the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design,

permitting, and implementation phases. It should also be noted that these modifications, if any, are not expected to diminish the benefits received by the developable land within the District. The District reserves the right to make reasonable adjustments to the Report to meet applicable regulatory requirements of agencies with jurisdiction over the Development, while maintaining comparable levels of benefit to the developable lands served by the improvements.

Implementation of any proposed facilities or improvements outlined in this Report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this report are based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs may differ from the estimates due to a wide variety of factors having the potential to affect construction costs.

All roadways, including sidewalks, as well as the storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds), landscaping, irrigation, signage, & recreational amenities within the Development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations), will upon completion, be dedicated to the City for ownership and maintenance.

## **II. PURPOSE AND SCOPE**

The purpose of this Report is to provide engineering support to fund improvements in the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An

assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report.

The predominant portion of this Report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. The engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, and the District Board of Supervisors, including its staff and consultants.

### **III. THE DEVELOPMENT**

The Development will consist of 416 single family homes and associated infrastructure ("Development"). The Development is a planned residential community generally located on the west side of E.F. Griffin Road approximately 1.40 miles north of Lyle Parkway and 0.45 miles south of Smith Lane within the limits of the City of Bartow. The property has Future Land Use designations of LDR (Low Density Residential) and PR (Public Recreation), and a zoning designation of PUD (Planned Unit Development). The initial Development contemplated herein will be constructed in a single phase, though a future Phase 2 involving the future expansion of the District limits is planned to follow. An Opinion of Costs for the development of each phase is provided in Exhibit 8 of this report.

### **IV. THE CAPITAL IMPROVEMENTS**

The Capital Improvement Plan, (the "CIP"), consists of public infrastructure for the initial single phase project. The primary portions of the CIP will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities and off-site improvements (including turn lanes along E.F Griffin Road and other road

improvements to Crews Lake Road).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will occur as required. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The CDD will enter into a lighting agreement with Lakeland Electric for the street light poles and lighting service. Only undergrounding of wire in the public right-of-way or on District Land is included.

As a part of the recreational component of the CIP, an amenity center and multiple other public parks will be constructed within the Development. The public parks and amenity center will be accessed by the proposed public roadways and sidewalks.

All improvements financed by the District will be on land owned by, or subject to a permanent easement in favor of, the District or another governmental entity.

## **V. CAPITAL IMPROVEMENT PLAN COMPONENTS**

The Capital Improvement Plan includes the following:

### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater will be conveyed via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and effluent filtration to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the SWFWMD. There are no known natural surface waters within the

Development.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel Nos. 12105C-0485G, 12105C-0495G, 12105C-0505G, & 12105C-0515G, demonstrate that the property is located within Flood Zone X with limited portions along the northern boundary in Zone A. Based on this information and the site topography, it does not appear that floodplain compensation will be required.

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

### **Public Roadways**

The proposed public right of ways within the Development are primarily 50 feet in width with wider sections for the boulevard entrance. The roadways will primarily consist of 24 ft. of asphalt pavement and Miami curb or Type F curb and gutter on each side. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets.

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 the public. As stated above, the District's funding of roadway construction will occur for all public roadways within the Development.

### **Water and Wastewater Facilities**

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

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The wastewater service provider will be the City of Bartow. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed primarily inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. This proposed gravity sewer system will connect to an existing City owned and maintained lift station located to the north of the Development and within an existing residential subdivision. Improvements to the pumps, generator and control panel of this lift station will be required as part of the Capital Improvements.

Reclaimed water is not available for this site. For the irrigation of the public right of ways and common areas, either an irrigation well will be funded and constructed by the District, or irrigation water service will be provided as part of the domestic water system design. Any water, sewer, or reclaimed 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 entrance on E.F. Griffin Road. The site construction activities associated with the CIP are anticipated for completion 2022. Upon completion of the improvements, inspections will occur and certifications will be obtained from the SWFWMD, the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City/County.

### **Amenities and Parks**

The District will provide funding for an Amenity Center to include the following: parking areas, clubhouse with restroom facilities, pool, tot lot, play fields, walking trails, and passive parks throughout the Development. All paths, parks, etc. discussed in this paragraph are available to the general public.

### **Electric and Lighting**

The electric distribution system serving the Development is currently planned to be underground. The District presently intends to fund the cost of the electric conduit, transformer/cabinet pads, and electric manholes required by the District. The District shall fund only the difference in cost from overhead versus underground. Electric facilities funded by the District will be owned and maintained by the District, with Lakeland Electric providing underground electrical service to the Development. The CDD presently intends to purchase, install, and maintain the street lighting along the internal roadways within the CDD or enter into a Lighting Agreement with Lakeland Electric for operation and maintenance of the street light poles and lighting service to the District. Only undergrounding of wire in public right-of-way on District land is included.

### **Entry Feature, Landscaping, and Irrigation**

Landscaping, irrigation, entry features and potentially buffer walls at the entrances and

along the outside boundary of the Development will be provided by the District. It is anticipated, though not confirmed at this time, that the irrigation system will use an irrigation well. The well and irrigation water mains to the various phases of the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, shrubs, ground cover and trees for the internal roadways within the Development. Perimeter fencing may be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.

### **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 with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the Development for the intended use as a single-family planned Development.

## **VI. PERMITTING**

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

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	Approved
SWFWMD ERP	Approved



City Construction Plan Approval	June 2021
Polk County Health Department Water	June 2021
FDEP Sewer	June 2021
FDEP NOI	July 2021
ACOE	Not Applicable

## **VII. RECOMMENDATION**

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

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

## **VIII. REPORT MODIFICATION**

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

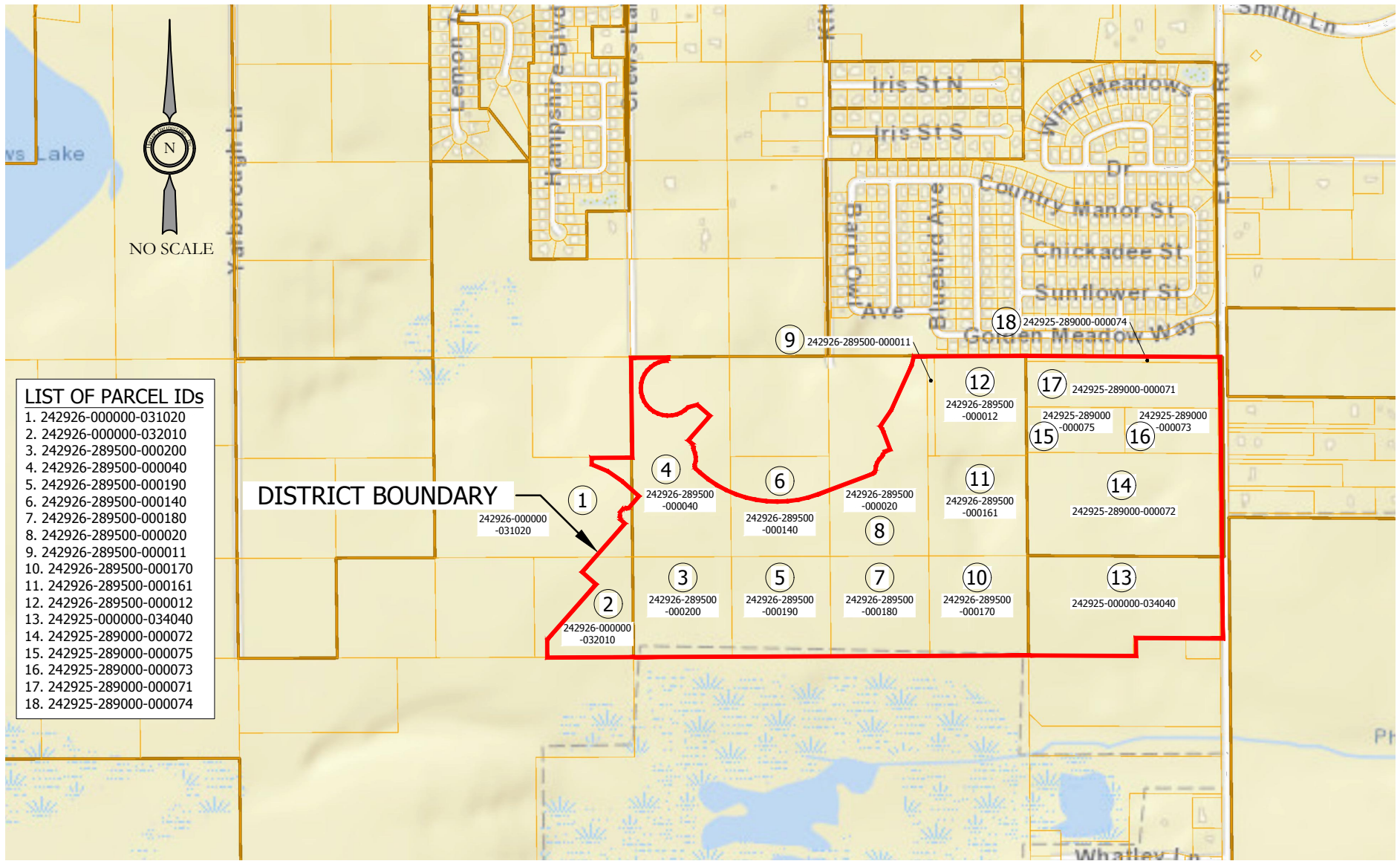
## **IX. CONCLUSION**

It is our professional opinion that the public infrastructure costs for the CIP provided in this Report are reasonable to complete the construction of the public infrastructure

improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District at least equal to the costs of such improvements.

The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the area. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

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



LOCATION MAP  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT

Prepared By  
**HUNTER ENGINEERING, INC.**

Certificate of Authorization #8394

4900 Dundee Road  
Winter Haven, FL 33884

Telephone: 863-676-7770  
Facsimile: 863-965-0181

**LEGEND**

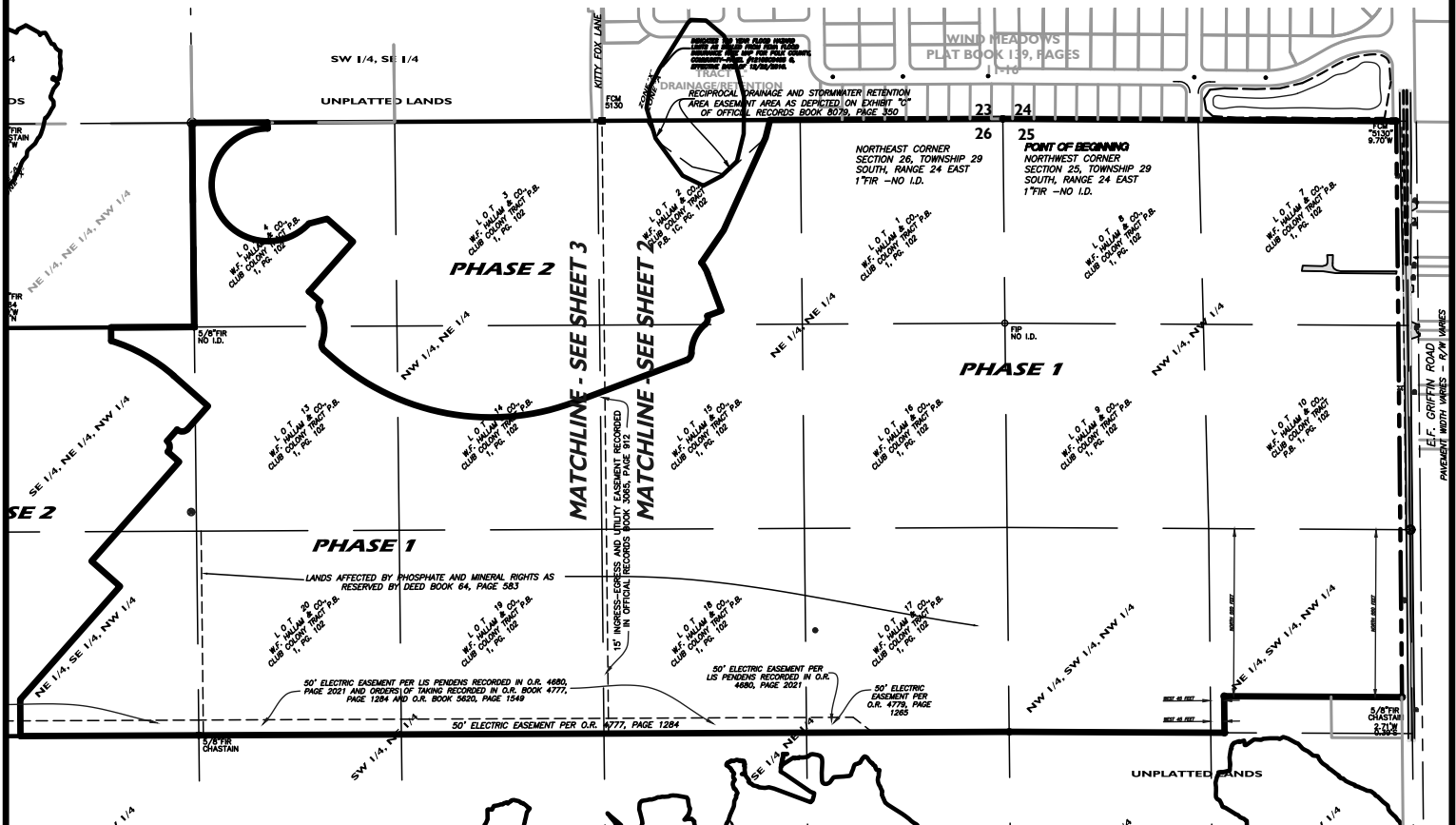
— COMMUNITY DEVELOPMENT  
DISTRICT BOUNDARY

Date: June 1, 2021

Exhibit 1

# COMPOSITE EXHIBIT "2"

North 1" = 600'



## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 1 OF 5

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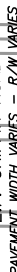
1925 Bartow Road, Suite 101, Lakeland, Florida 33801  
(863) 904-4699 - kthompson@platinumsurveying.com  
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KENNETH W. THOMPSON P.L.S. #4080

**North 1" = 400'**



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**KENNETH W THOMPSON**  
 License Number  
 4080  
**PROFESSIONAL SURVEYOR AND MAPPER**  
**STATE OF FLORIDA**

Professional Surveyor and Mapper

DATE: 01/14/2021

080

KENNETH W. THOMPSON P.L.S. #4080



**Z** North 1" = 400'



## COMPOSITE EXHIBIT "2"

### LEGAL DESCRIPTION:

THAT PART OF THE NORTH 3/4 OF THE WEST 1/4 OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF THE NORTH 3/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 25, THE SAME ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°40'24" EAST, ALONG THE NORTH BOUNDARY OF SAID SECTION 25, ALSO BEING THE SOUTH BOUNDARY OF WIND MEADOWS AS RECORDED IN PLAT BOOK 139, PAGES 11-16 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA, A DISTANCE OF 1292.62 FEET TO THE WEST RIGHT-OF-WAY OF E.F. GRIFFIN ROAD; THENCE SOUTH 00°34'26" EAST, ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 1891.60 FEET TO THE SOUTH BOUNDARY OF THE NORTH 550 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE NORTH 89°41'23" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 584.51 FEET TO THE EAST BOUNDARY OF THE WEST 45 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25; THENCE SOUTH 00°34'57" EAST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 120.04 FEET TO THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 25; THENCE NORTH 89°45'29" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 707.49 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 26; THENCE SOUTH 89°45'20" WEST, ALONG THE SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 2662.82 FEET TO THE SOUTHWEST CORNER THEREOF, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 89°44'20" WEST, ALONG SOUTH BOUNDARY OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 586.17 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH 00°15'40" WEST, A DISTANCE OF 120.24 FEET; THENCE NORTH 41°25'44" EAST, A DISTANCE OF 495.64 FEET; THENCE NORTH 48°34'16" WEST, A DISTANCE OF 125.00 FEET; THENCE NORTH 41°25'44" EAST, A DISTANCE OF 435.00 FEET; THENCE NORTH 48°34'16" WEST, A DISTANCE OF 50.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 90°00'00" (CHORD = 35.36 FEET, CHORD BEARING = NORTH 03°34'16" WEST) FOR A DISTANCE OF 39.27 FEET; THENCE DEPARTING SAID CURVE ALONG A RADIAL LINE, NORTH 41°25'44" EAST, A DISTANCE OF 50.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 90°00'00" (CHORD = 35.36 FEET, CHORD BEARING = NORTH 86°25'44" EAST) FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 41°25'44" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 48°34'16" WEST, A DISTANCE OF 150.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE/DELTA OF 24°40'35" (CHORD = 235.05 FEET, CHORD BEARING = NORTH 60°54'33" WEST) FOR A DISTANCE OF 236.88 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 00°19'03" WEST, A DISTANCE OF 44.23 FEET TO THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 26; THENCE NORTH 89°40'57" EAST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 273.39 FEET TO THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH 00°38'19" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 670.42 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89°43'15" EAST ALONG THE NORTH BOUNDARY OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, A DISTANCE OF 248.68 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 00°16'45" EAST, A DISTANCE OF 20.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 185.00 FEET; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 226°20'48" (CHORD = 340.15 FEET, CHORD BEARING = SOUTH 23°27'09" EAST) FOR A DISTANCE OF 730.84 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-RADIAL LINE NORTH 75°22'09" EAST, A DISTANCE OF 61.92 FEET; THENCE

### LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 4 OF 5

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KENNETH W. THOMPSON P.L.S. #4080

## COMPOSITE EXHIBIT "2"

### **LEGAL DESCRIPTION: CONTINUED**

SOUTH 48°34'16" EAST, A DISTANCE OF 113.35 FEET; THENCE SOUTH 41°25'44" WEST, A DISTANCE OF 218.58 FEET; THENCE SOUTH 48°34'16" EAST, A DISTANCE OF 50.00 FEET TO THE RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 70°31'44" (CHORD = 28.87 FEET, CHORD BEARING = SOUTH 06°09'53" WEST) FOR A DISTANCE OF 30.77 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 49°01'07" (CHORD = 103.71 FEET, CHORD BEARING = SOUTH 04°35'26" EAST) FOR A DISTANCE OF 106.94 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 68° 29'23" (CHORD = 28.14 FEET, CHORD BEARING = SOUTH 14°19'34" EAST) FOR A DISTANCE OF 29.88 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 48°34'16" EAST, A DISTANCE OF 36.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 785.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 62°00'00" (CHORD = 808.61 FEET, CHORD BEARING = SOUTH 79°34'16" EAST) FOR A DISTANCE OF 849.45 FEET TO THE POINT OF TANGENCY; THENCE NORTH 69°25'44" EAST, A DISTANCE OF 393.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 68°29'23" (CHORD = 28.14 FEET, CHORD BEARING = NORTH 35°11'03" EAST) FOR A DISTANCE OF 29.88 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 49°01'07" (CHORD = 103.71 FEET, CHORD BEARING = NORTH 25°26'54" EAST) FOR A DISTANCE OF 106.94 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 70°31'44" (CHORD = 28.87 FEET, CHORD BEARING = NORTH 14°41'36" EAST) FOR A DISTANCE OF 30.77 FEET; THENCE DEPARTING SAID CURVE ALONG A RADIAL LINE, NORTH 69°25'44" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 20°34'16" WEST, A DISTANCE OF 129.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 125.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 19°03'06" (CHORD = 41.37 FEET, CHORD BEARING = NORTH 30°05'49" WEST) FOR A DISTANCE OF 41.56 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 34°25'44" EAST, A DISTANCE OF 129.81 FEET; THENCE NORTH 24°25'05" EAST, 333.54 FEET; THENCE NORTH 14°00'00" EAST, A DISTANCE OF 60.00 FEET TO THE NORTH BOUNDARY OF THE AFOREMENTIONED SECTION 26; THENCE NORTH 89°43'15" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 765.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS WITHIN ITS BOUNDARIES LOTS 7, 8, LOTS 9 AND 10 IN THE NORTHWEST 1/4 OF THE AFORESAID SECTION 25, AND LOT 1, PORTIONS OF LOTS 2, 4, 13, 14, AND 15, AND LOTS 16, 17, 18, 19 AND 20 IN THE NORTHEAST 1/4 OF THE AFORESAID SECTION 26, OF W.F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKELAND HIGHLANDS, AS RECORDED IN PLAT BOOK 1, PAGE 102 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CONTAINS 159.67 ACRES, MORE OR LESS, TO THE EXISTING RIGHTS-OF-WAY AS DEDICATED OR IN USE.

### **LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 5 OF 5**

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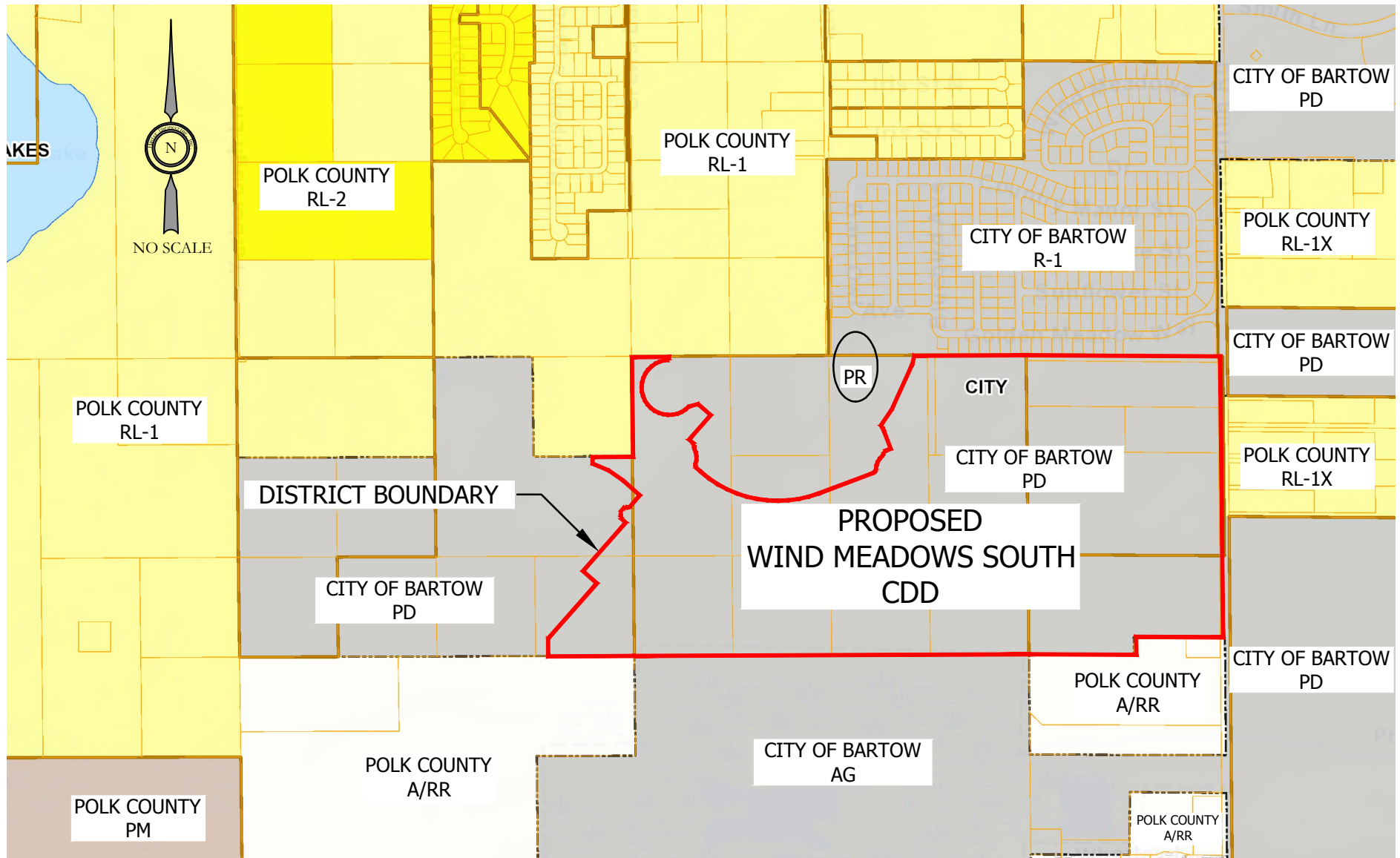
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KENNETH W. THOMPSON P.L.S. #4080





**ZONING MAP  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

Prepared By

**HUNTER ENGINEERING, INC.**

Certificate of Authorization #8394

4900 Dundee Road  
Winter Haven, FL 33884

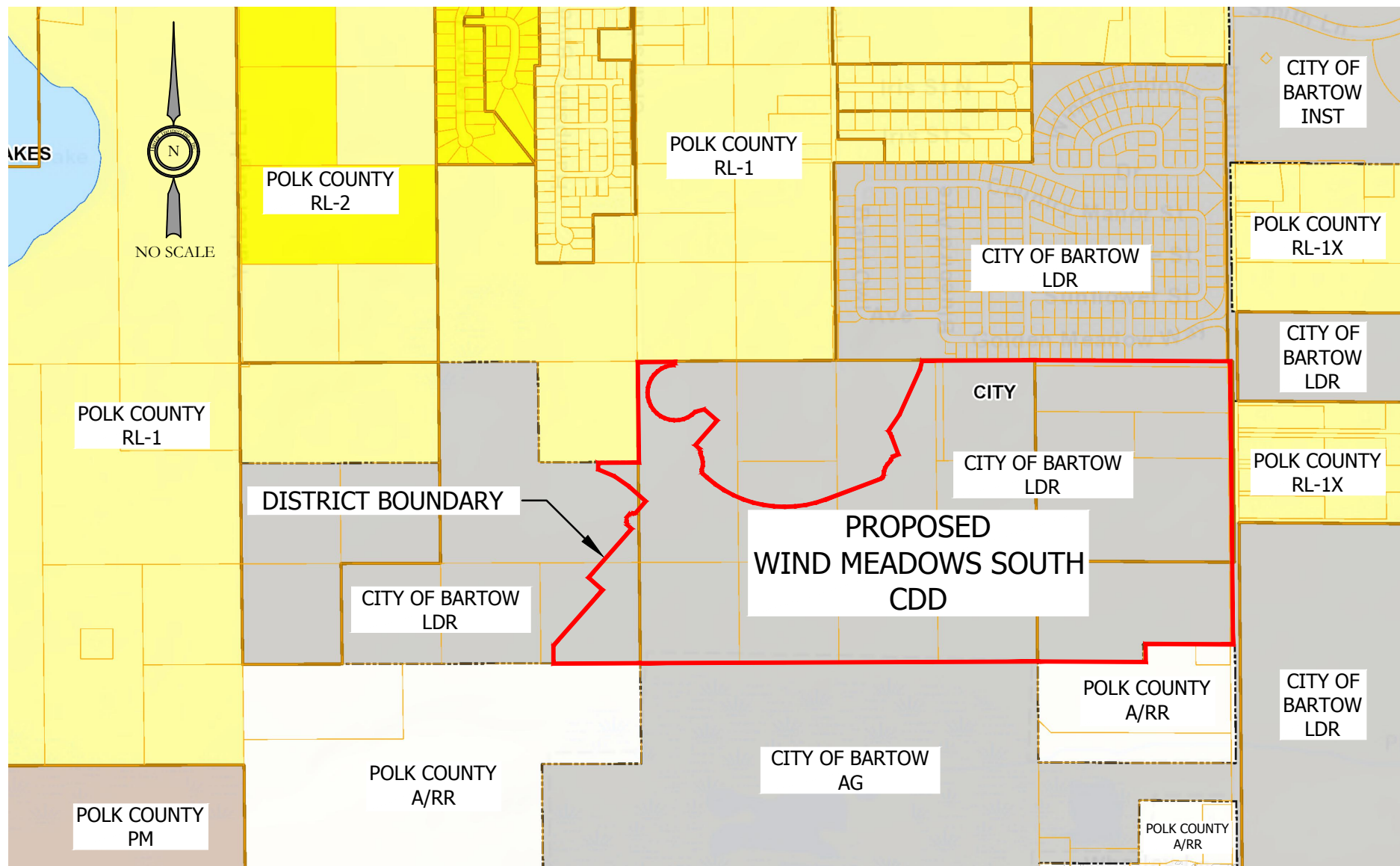
Telephone: 863-676-7770  
Facsimile: 863-965-0181

**LEGEND**

	CITY OF BARTOW
	PR (PUBLIC RECREATION) CITY OF BARTOW
	A/RR (RURAL) - POLK COUNTY
	RL-1 (RES. LOW) - POLK COUNTY
	RL-1X (RES. LOW) - POLK COUNTY
	RL-2 (RES. LOW) - POLK COUNTY
	PM (PHOSPHATE MINING) - POLK COUNTY

Date: June 1, 2021

**Exhibit 3**



FUTURE LAND USE MAP  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT

Prepared By

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## LEGEND

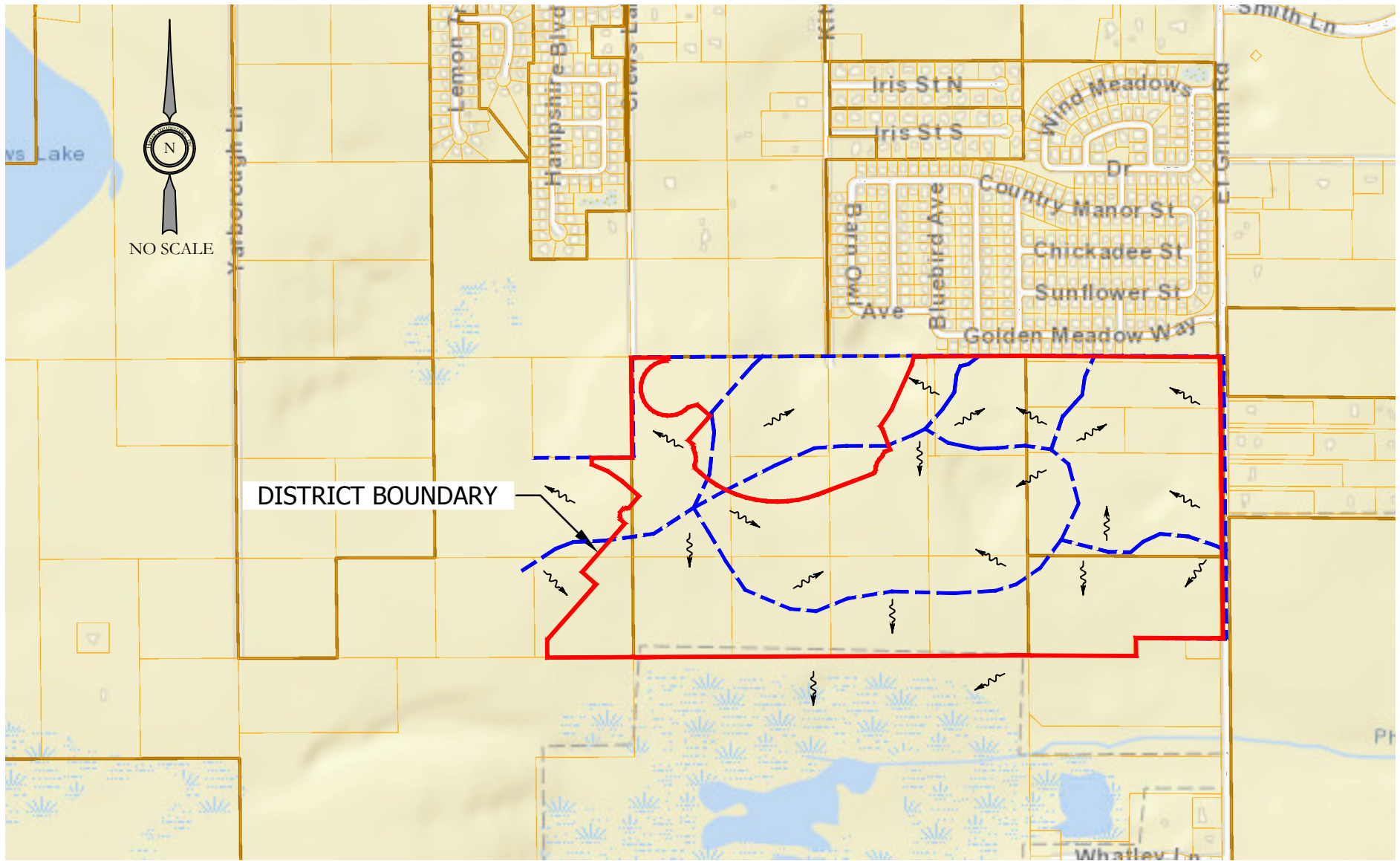
**AG** - (AGRICULTURE) CITY OF BARTOW

**LDR** - (LOW DENSITY RES.) CITY OF BARTOW

**INST** - (INSTITUTIONAL) CITY OF BARTOW

Date: June 1, 2021

Exhibit 4



**DRAINAGE MAP  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

Prepared By  
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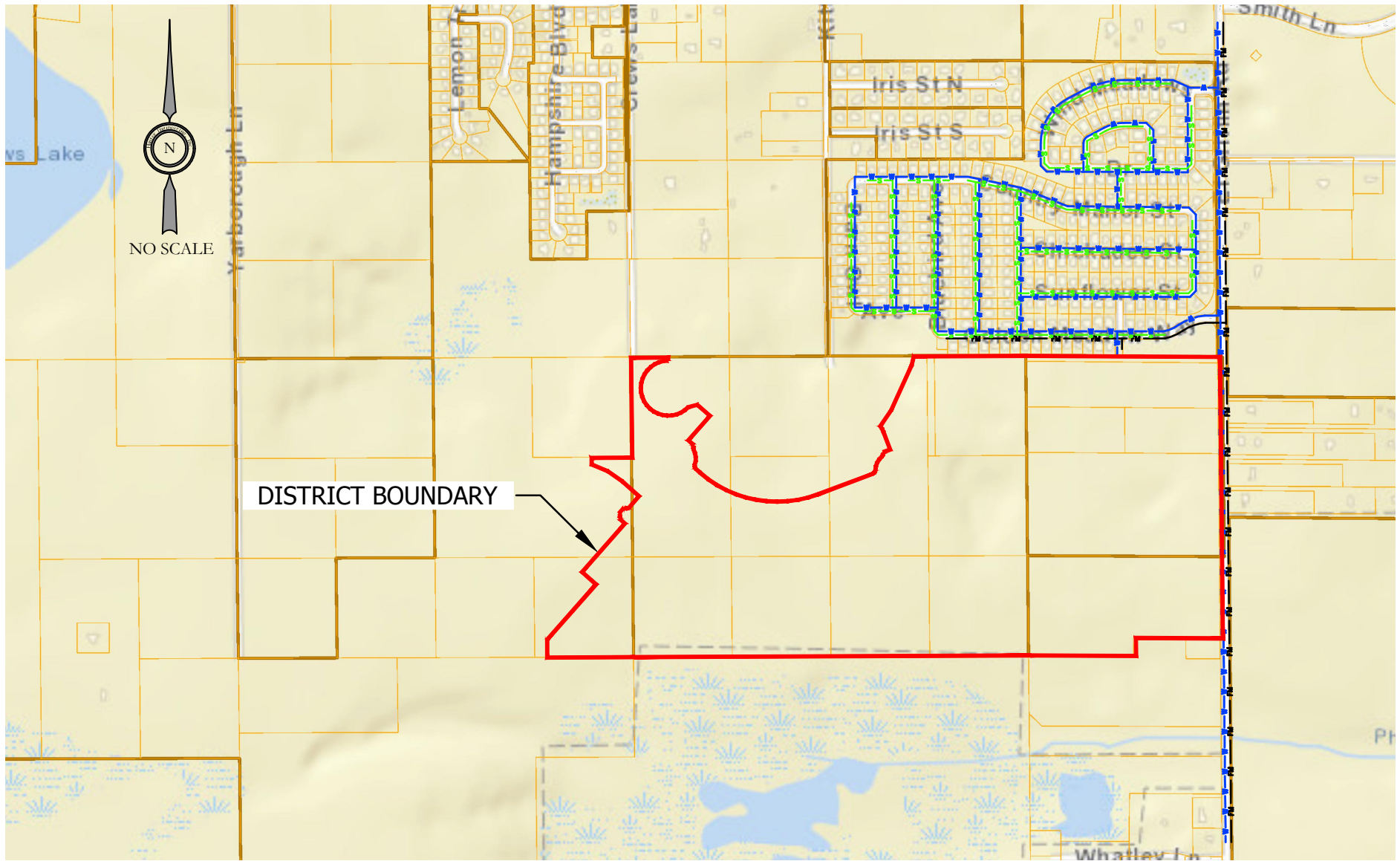
**LEGEND**

— FLOW DIRECTION  
- - - DRAINAGE BASIN

Date: June 1, 2021

**Exhibit 5**





UTILITIES MAP  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT




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LEGEND

-  WATER LINE
-  GRAVITY SANITARY
-  FORCE MAIN

Date: June 1, 2021

Exhibit 6

**Exhibit 7**  
Wind Meadows South  
Community Development District  
Summary of District Facilities - Phase 1

<i>District Infrastructure</i>	<i>Construction</i>	<i>Ownership</i>	<i>Capital Financing</i> <sup>(1)</sup>	<i>Operation &amp; Maintenance</i>
Offsite Improvements	<i>District</i>	<i>County</i>	<i>District Bonds</i>	<i>County</i>
Stormwater Facilities	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>
Water, Sewer, Reclaimed Water, Lift Stations	<i>District</i>	<i>City of Bartow</i>	<i>District Bonds</i>	<i>City of Bartow</i>
Street Lighting / Conduit <sup>(2)</sup>	<i>District</i>	<i>District</i> <sup>(2)</sup>	<i>District Bonds</i>	<i>District</i> <sup>(2)</sup>
Roadways	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>
Entry Feature & Signage	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>
Parks & Recreational Facilities	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>

Notes:

- 1. Costs not funded by bonds will be funded by the developer.
- 2. Street lighting / conduit shall be owned and maintained by the District or the District shall enter into a lease with the City of Lakeland.

**Exhibit 8**  
Wind Meadows South  
Community Development District  
Opinion of Probable Costs - Phase 1 and Future Phase 2

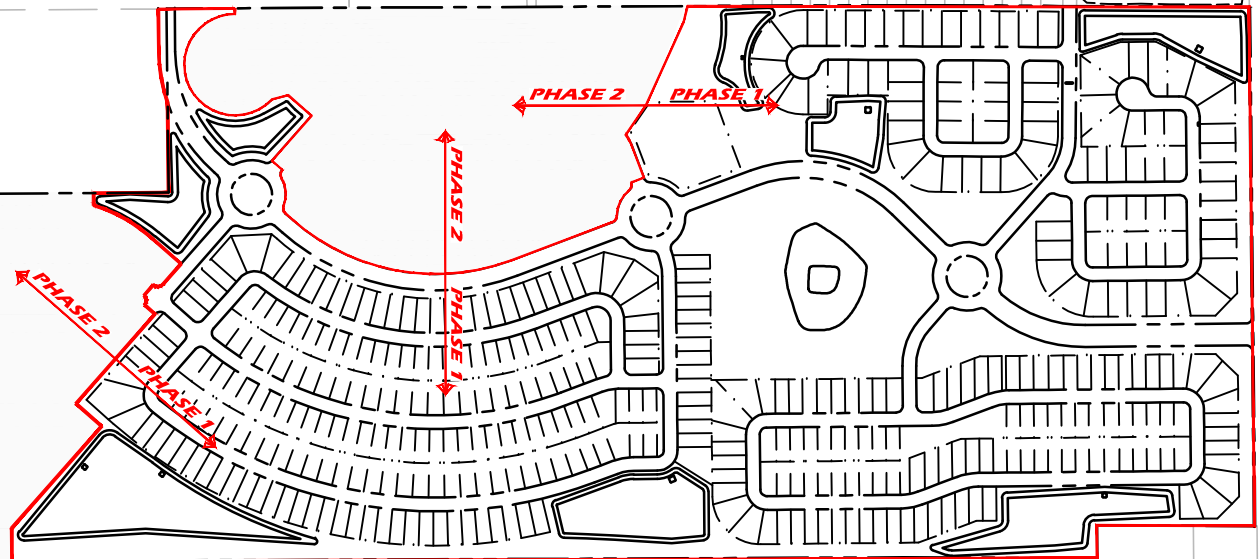
<b>Infrastructure</b> <sup>(1)/(9)</sup>	<b>Phase 1</b> 416 Lots <sup>(10)</sup> 2021-2022	<b>Future Phase 2</b> 419 Lots <sup>(11)</sup> 2022-2023	<b>Totals</b> 835 Lots <sup>(12)</sup>
Offsite Improvements <sup>(5)(6)</sup>	\$850,000	\$0	\$850,000
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$3,100,000	\$3,122,355.77	\$6,222,356
Utilities (Water, Sewer, Reclaim, & Street Lighting) <sup>(5)(6)(8)</sup>	\$3,326,640	\$3,350,630.19	\$6,677,270
Roadway <sup>(4)(5)(6)</sup>	\$2,950,000	\$1,500,000	\$4,450,000
Entry Feature <sup>(6)(7)</sup>	\$835,000	\$0	\$835,000
Parks & Recreational Facilities <sup>(1)(6)</sup>	\$1,189,875	\$0	\$1,189,875
Contingency	\$1,225,151.5	\$797,298.6	\$2,022,450
<b>Total</b>	<b>\$13,476,667</b>	<b>\$8,770,285</b>	<b>\$22,246,951</b>

**Notes:**

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2021 costs.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with the City of Lakeland for the street light poles and lighting service. Only undergrounding of wire in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 835 lots.
10. 89 – 70 foot wide lots and 327 - 50 foot wide lots
11. 419 – 50 foot wide lots
12. Entire Project proposes 89 – 70 foot wide lots and 746 – 50 foot wide lots



NO SCALE



OVERALL SITE PLAN  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT

Prepared By

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LEGEND

— COMMUNITY DEVELOPMENT  
DISTRICT BOUNDARY

Date: June 1, 2021

Exhibit 9

## SECTION XII



# SECTION C

# Wind Meadows South CDD

## Field Management Report



February 8th, 2023

Clayton Smith – Field Services  
Manager

GMS

# Completed

## Landscape Maintenance



- ✚ Landscaping has been recently maintained and reviewed to include bush hogging the recreation area.
- ✚ Working with vendor to inventory and replace any declining plants. Could be frost.
- ✚ Ravine was bush hogged.

## Street Signs

- ✚ Leaning or missing street signs have been repaired.
- ✚ Ordering new sign blade to replace damaged sign at front entrance. Will schedule installation upon arrival.
- ✚ Missing Stop signs replaced.





# In Progress

## Amenity Vendor Contracts



- ✚ Amenity nearing completion.
- ✚ Collecting quotes for contracted services.
- ✚ Landscaping, Janitorial, Pool maintenance all required.
- ✚ Site is pending turnover walk.
- ✚ A few last items for the pool remain for completion.

# Site Items

## Electrical Box



- ✚ Electrical meter at the front entrance needs to be installed.
- ✚ Irrigation controller pending.

## Excessive Trash



- ✚ An excessive amount of trash is flowing from the construction sites into CDD areas.
- ✚ Working with builders and landscapers to pick up what they can. Scheduling GMS staff for a one-time trash cleanup.

# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at [csmith@gmscfl.com](mailto:csmith@gmscfl.com). Thank you.

Respectfully,  
Clayton Smith

# SECTION 1

## SECTION (a)



Weber Environmental Services, Inc.  
5935 ST RD 542 W, Winter Haven, FL 33880  
Phone (863) 551-1820



# PROPOSAL OF SERVICES

## CLIENT INFORMATION

DATE: 1/25/2023

PROPERTY/COMPANY NAME	DEPARTMENT	POINT OF CONTACT	AUTHORIZED PERSONNEL
Wind Meadows South CDD	Landscape 2	Attn: Clayton Smith Field Manager GMS- Central Florida 219 E. Livingston St Orlando Florida 32801 407-841-5524 - office 407-201-1514- cell 407-839-1526 - fax <a href="mailto:Csmith@gmscfl.com">Csmith@gmscfl.com</a>	Alan Hirschfelder <a href="mailto:Ahirschfelder@weberes.com">Ahirschfelder@weberes.com</a> 813-373-0670

PROJECT LOCATION - SAME AS ABOVE

## ADDENDUM TO EXISTING LANDSCAPE MAINTENANCE CONTRACT

### WES, INC. PROPOSES TO:

Maintenance: Mow, String Trim, Edge, Blow & Detail Trimming  
\$6,720.00

Irrigation Inspections  
\$330.00

Horticultural Services  
\$600.00

Mulch  
\$549.96

## SPECIAL INSTRUCTIONS/REMARKS

**\*\*ALL DEBRIS REMOVED BY WES DAILY\*\***

WES, INC. IS NOT RESPONSIBLE for any damage to driveways or walks that are in poor condition prior to start work. WES, INC. will NOT BE RESPONSIBLE for any damaged septic tanks or underground utilities that are not previously identified by the Owner.

## PROPOSAL OATH

---

### WE HEREBY

Propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: **Eight Thousand One Hundred Ninety Nine & 96/100 Dollars (\$8,199.96)**, With payment to be made as follows: **Six Hundred Eighty Three & 33/100 Dollars (\$683.33), Per Month**

Material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond control. This proposal is subject to acceptance within 30 days and is voided thereafter at the option of the undersigned.

### AUTHORIZATION AND ACCEPTANCE

---

The above prices, specifications and conditions are hereby accepted. WES, Inc. has been authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

SECTION (b)

**Current Demands Electrical &  
Security Services, Inc.**

2315 Commerce Point Drive, Suite 100  
Lakeland, FL 33801  
(863) 583-4443  
service@currentdemands.com



**Estimate**

ADDRESS  
GOVERNMENTAL MANAGEMENT SERVICES  
6200 LEE VISTA BLVD, SUITE 300  
ORLANDO, FL 32822

SHIP TO  
WIND MEADOWS CDD

ESTIMATE GMS013123  
DATE 01/31/2023  
EXPIRATION 02/23/2023  
DATE

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
N2NVR8POE2T 8 CHANNEL NVR	NORTHERN N2 SERIES, 8CH, H.265 NVR W/POE BUILT IT, 2TB	1	433.99	433.99T
NORTHERN 4MP IP TURRET CAMERA - N2IP4TSD	NORTHERN N2 SERIES 4MP IP TURRET CAMERA, 2.8MM TRUE WDR, 100' IR, 256 GB IP67 - N2IP4AFDSD	4	147.14	588.56T
HDAFDIR90WD INDOOR/OUTDOOR DOME CAMERA	NORTHERN INDOOR/OUTDOOR DOME CAMERA, TVI/CVI/AHD/960H 1080P VF DOME, 2.8-12MM TRUE WDR 90' IR 12/24, IP67/IK10- WHITE	2	155.16	310.32T
MS9390 HV OUTDOOR VANDAL PANORAMIC CAMERA	VIVOTEK OUTDOOR, VANDAL PROOF8MP 180 PANORAMIC VIEW	1	1,498.15	1,498.15T
AP FXC 0110 POE EXTENDER	VIVOTEK INDOOR 1-PORT FE POE EXTENDER	1	154.63	154.63T
CAT 5 WIRE	CAT 5 WIRE	1	145.00	145.00T
SERVICE CALL STANDARD	SERVICE CALL STANDARD	1	75.00	75.00
ACCESS/CAMERA LABOR	ACCESS/CAMERA LABOR	1	1,250.00	1,250.00

SUBTOTAL 4,455.65

TAX 0.00

TOTAL **\$4,455.65**

Accepted By

Accepted Date

## SECTION (c)

# SECTION 1



Serenity Pool and Spa, Inc.  
4581 Emerald Palms Dr  
Winter Haven, FL 33884  
+1 8638751525  
rob@serenitypoolsandspas.net  
www.serenitypoolsandspas.net

## Estimate

### ADDRESS

Wind Meadows South  
EF Griffin Rd  
Lakeland, FL 33813

ESTIMATE # 2573

DATE 02/08/2023

DATE	AMOUNT
<b>Services</b>	5,000.00
Service 4000 sq. ft. commercial pool on Mon - Wed - Fri Between 7 - 10 am	
This includes chemical testing, add all necessary chemicals, clean all filters, vacuum, clean tile, brushing of interior finish , log book	
Clean bathrooms once a week, empty all trash cans as needed, keep patio furniture in order, hose deck once a week	

Thank you for your business.

TOTAL

**\$5,000.00**

Accepted By

Accepted Date

## SECTION 2



# RESORT POOL SERVICES



14525 JOHNS LAKE POINT  
CLERMONT, FL 34711  
321-689-6210

Wednesday, February 8, 2023

## POOL SERVICE QUOTE FOR WIND MEADOWS SOUTH

Thank you for the opportunity to bid for pool service at Wind Meadows South.

Pool service 3 x per week

\$2500 per month

**Please take into consideration when reviewing other quotes:** Included in this price will be the supply and installation of a computer on your pool to add chemicals. The advantage of this is that the pool is being constantly monitored and any change in the chlorine level is corrected instantly by the computer giving you and your residents safer water. Currently you just have a continuous feed of chlorine to the main pool and if lots of people are in the pool the chlorine pumps cannot maintain a steady level of chemicals, only once everybody is out of the pool will the chemicals slowly return to the level they have set the pumps at. The computer removes the guess work from what level to set the chemical pumps at, as you will not know how busy the pool will be from one day to the next by having the computer installed this problem isn't an issue any longer.

### POOL CLEANING DUTIES

- ✓ Test pool water on each visit and adjust Chlorine and PH levels if required
- ✓ Vacuum or net pool on each visit. Brush walls and floor as required
- ✓ Backwash filters to maintain flow required by the Florida Health Department
- ✓ Report any faults in pool equipment to the Engineering and once approved carry out repairs.
- ✓ Clean tile as required.
- ✓ Maintain computers
- ✓ Blow off pool deck
- ✓ Straighten pool furniture
- ✓ Pick up trash within pool area

All staff that work for [Resort Pool Services](#) are covered by workman's compensation and are all CPO certified. We can perform all repair & replacement needs relating to the pool. We look forward to working with you to provide a clean and safe swimming experience for your residents.

Thank you,

*Simon McDonnell*  
[Resort Pool Services](#)  
Director of Operations -

## SECTION (d)



February 7, 2023

Wind Meadows South CDD  
Governmental Management Services  
Clayton Smith  
Field Manager  
2803 Red Egret Dr.  
Bartow, Florida 33830

Thank you for giving CSS Clean Star Services of Central Florida, Inc. the opportunity to present a proposal for the cleaning services. After careful consideration of your cleaning service requirements we are pleased to submit our recommendations and pricing.

CSS is a locally owned full Service Janitorial Maintenance Company. We are in our 26th year of operation and we are servicing many accounts throughout Central Florida every day. We specialize in "Class A" cleaning for commercial office buildings, hotels, club houses, stores, restaurants, medical facilities, warehouse spaces, construction sites, and much more.

We use the finest chemicals, and high technology equipment to service janitorial accounts. Our staff is well trained and experienced in their particular line of work. We have at our disposal floor techs 24/7 to accomplish quality services for our customers as needed. We also have our own technician that maintains and repair all our equipment to assure that work is done when required to be done.

Our company's purpose is to create a clean and healthy environment for the people that work in or visit our buildings. Our policy of scheduled quality control inspections by our supervisory staff, combined with immediate response to our customer's needs, provides our clients worry-free service.



## OUR MISSION

At CSS, we are committed to exceed our customer's expectations delivering a consistent high-quality service, striving to improve our procedures thru continued feedback with our customers and well-trained staff.

We are convinced that excellence and professionalism is what our customers want from the janitorial vendors, and at CSS we attempt to provide this level of service. By doing so, we will obtain and maintain a high recognition in the Janitorial Industry.

## GOAL

# 100 % Satisfaction

We have attempted to make this proposal as complete as possible; however, if you have any comments or questions, please do not hesitate to contact us.

Thank you again and we look forward to continue to develop a relationship with your company.

Sincerely yours,

Tracy Chacon  
President CSS  
[tchacon@starcss.com](mailto:tchacon@starcss.com)  
407-456-9174

Sandro Di Lollo  
Vice-President CSS  
[sdilollo@starcss.com](mailto:sdilollo@starcss.com)  
407-668-1338

## SPECIFICATIONS

### 1. RESTROOMS

- Remove all collected trash to designated area.
- Clean and sanitize all restroom fixtures, wipe all counters, partitions and doors, empty trash and damp mop floors with germicidal detergent.
- Clean and disinfect all washbasins, toilet bowls, urinals, etc.
- Polish all metal and clean mirrors.
- Restock toilet tissue and soap provided by CSS Clean Star Services.
- Dust and clean all return air vents, and window edges, on an as needed basis.
- Report any malfunctions to the building manager.

### 2. CABANA/LENAI/COVERD PATIO AREA

- Remove all cobwebs in cabana area.
- Wipe tables and organize chairs and furniture.
- Spot sweep.
- Spot mop for any spills.
- Clean and polish all drinking fountains.
- Report any malfunctions to the building manager.

## PRICING FOR SERVICES:

- |  |                |
|--|----------------|
| • Three (3) times a week   | ➔ \$ 550.00/mo |
| • Mail trash removal, 3 times a week<br>per container              | ➔ \$ 100.00/mo |
| • Dog stations and trash collection, twice a week<br>per container | ➔ \$ 50.00/mo  |
| • Doggie bags, 200 units, when needed                              | ➔ \$ 10.00/box |

Supplies, chemicals and equipment will be provided by CSS Clean Star Services.

Products used to Disinfect for the Covid19, are CDC certified and approved.



## CLEANING CONTRACT AGREEMENT:

The undersigned hereby accepts the proposal of **CSS Clean Star Services of Central Florida, Inc.** upon the following terms:

1. CSS Clean Star Services of Central Florida, Inc. service charge will be the amount mentioned on the pricing page plus tax per month. Payment should be payable to "CSS Clean Star Services of Central Florida, Inc." and mailed to 11121 Camden Park Drive, Windermere, Florida 34786
2. A finance fee of 1.5% will apply if payments are received after the due date shown on the monthly invoice
3. CSS Clean Star Services of Central Florida, Inc. will provide all services and supplies specified in the attached work schedule.
4. In the event that the Customer needs to be in contact with CSS Clean Star Services of Central Florida, Inc. These are the different ways of contact phones: 877-CSS-2350 Email: [sdilollo@starcss.com](mailto:sdilollo@starcss.com) mail: 11121 Camden Park Dr. Windermere, Florida 34786
5. If the customer wants to cancel or amend the contract the costumer shall give 30 day notification, in writing to CSS Clean Star Services of Central Florida, Inc. to change or terminate services. (Failure to this clause will have a charge for the full month price even if the service it's not performed).
6. Other services performed upon request:
7. **Start Date:**

IN WITNESS WHEREOF, the parts have duly executed and sealed this agreement as of the day and year first above written

\_\_\_\_\_  
**Printed Name**  
**REPRESENTATIVE OF OWNER**  
**Wind Meadows South CDD**

\_\_\_\_\_  
**Printed Name**  
**CONTRACTOR**  
**CSS Clean Star Services of**  
**Central Florida Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

## SECTION 2

Weber Environmental Services, Inc.  
5935 ST RD 542 W, Winter Haven, FL 33880  
Phone (863) 551-1820



# PROPOSAL OF SERVICES

## CLIENT INFORMATION

DATE: 1/25/2023

PROPERTY/COMPANY NAME	DEPARTMENT	POINT OF CONTACT	AUTHORIZED PERSONNEL
Wind Meadows South CDD	Landscape 2	Attn: Clayton Smith Field Manager GMS- Central Florida 219 E. Livingston St Orlando Florida 32801 407-841-5524 - office 407-201-1514- cell 407-839-1526 - fax <a href="mailto:Csmith@gmscfl.com">Csmith@gmscfl.com</a>	Alan Hirschfelder <a href="mailto:Ahirschfelder@weberes.com">Ahirschfelder@weberes.com</a> 813-373-0670

PROJECT LOCATION - SAME AS ABOVE

## ADDENDUM TO EXISTING LANDSCAPE MAINTENANCE CONTRACT

### WES, INC. PROPOSES TO:

Action Item: Main Entrance # 1-2 of 6

Remove & Replace plants damaged from frost. Recommend replacing with the following.

Blue Daze, Replace with.

(26) 1-gallon Mixed Lantana

\$234.00

Ixora, Replace with.

(14) 3-gallon Burford Holly

\$350.00

Initial. \_\_\_\_\_

Action Item: # 3 of 6

Remove & Replace dead plants.

(24) 3-gallon Walters Viburnum

\$600.00

Initial. \_\_\_\_\_



Action Item: # 4 of 6  
Flatten Hill for proper maintenance.  
\$360.00

Initial. \_\_\_\_\_

### SPECIAL INSTRUCTIONS/REMARKS

**\*\*ALL DEBRIS REMOVED BY WES DAILY\*\***

WES, INC, IS NOT RESPONSIBLE for any damage to driveways or walks that are in poor condition prior to start work. WES, INC. will NOT BE RESPONSIBLE for any damaged septic tanks or underground utilities that are not previously identified by the Owner.

### PROPOSAL OATH

#### WE HEREBY

Propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: **Contingent upon options initialed.** With payment to be made as follows: **Upon Completion**

Material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond control. This proposal is subject to acceptance within 30 days and is voided thereafter at the option of the undersigned.

### AUTHORIZATION AND ACCEPTANCE

The above prices, specifications and conditions are hereby accepted. WES, Inc. has been authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

# SECTION D

# SECTION 1

# *Wind Meadows South Community Development District*

## Summary of Invoices

October 01, 2022 through December 31, 2022

<b>Fund</b>	<b>Date</b>	<b>Check No.'s</b>	<b>Amount</b>
General Fund			
	10/6/22	50-51	\$ 8,418.00
	10/12/22	52	\$ 2,146.42
	10/19/22	53-54	\$ 505.51
	10/27/22	55-57	\$ 16,859.15
	11/8/22	58	\$ 1,485.41
	11/30/22	59-64	\$ 25,775.87
<b>Total</b>			<b>\$ 55,190.36</b>

\*\*\* CHECK DATES 10/01/2022 - 12/31/2022 \*\*\* WIND MEADOWS SOUTH CDD  
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
10/06/22	00005	9/09/22 4190	202208 310-51300-49100	BOUNDARY AMENDMENT AUG 22	*	418.00	
				KE LAW GROUP, PLLC			418.00 000050
10/06/22	00013	9/23/22 68143	202209 320-53800-46200	LANDSCAPE MAINT SEPT 22	*	4,000.00	
		10/03/22 68249	202210 320-53800-46200	LANDSCAPE MAINT OCT 22	*	4,000.00	
				WEBER ENVIRONMENTAL SERVICES, INC.			8,000.00 000051
10/12/22	00005	10/05/22 4315	202209 310-51300-31500	GENERAL COUNSEL SEPT 22	*	2,146.42	
				KE LAW GROUP, PLLC			2,146.42 000052
10/19/22	00008	10/03/22 87463	202210 310-51300-54000	SPECIAL DISTRICT FEE FY23	*	175.00	
				FLORIDA DEPARTMENT OF ECONOMIC OPP			175.00 000053
10/19/22	00002	9/30/22 00049245	202209 310-51300-48000	NOT MEETING DATES 9/28/22	*	330.51	
				CA FLORIDA HOLDINGS, LLC			330.51 000054
10/27/22	00001	10/01/22 20	202210 310-51300-34000	MANAGEMENT FEES OCT 22	*	3,062.50	
		10/01/22 20	202210 310-51300-35200	WEBSITE ADMIN OCT 22	*	100.00	
		10/01/22 20	202210 310-51300-35100	INFORMATION TECH OCT 22	*	150.00	
		10/01/22 20	202210 310-51300-31300	DISSEMINATION SVC OCT 22	*	416.67	
		10/01/22 20	202210 310-51300-51000	OFFICE SUPPLIES OCT 22	*	2.68	
		10/01/22 20	202210 310-51300-42000	POSTAGE OCT 22	*	3.42	
		10/01/22 21	202210 320-53800-34000	FIELD MANAGEMENT OCT 22	*	625.00	
				GOVERNMENTAL MANAGEMENT SERVICES			4,360.27 000055
10/27/22	00014	10/11/22 4651979	202210 300-15500-10000	1% ADMIN FEE	*	8,498.88	
				POLK COUNTY PROPERTY APPRAISER			8,498.88 000056
10/27/22	00013	10/14/22 68316	202210 320-53800-46200	LANDSCAPE MAINT OCT 22	*	4,000.00	
				WEBER ENVIRONMENTAL SERVICES, INC.			4,000.00 000057

WINM WIND MEADOWS IARAUJO



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
TOTAL FOR REGISTER						55,190.36	

WINM WIND MEADOWS IARAUJO

## SECTION 2



***Wind Meadows South***  
***Community Development District***

***Unaudited Financial Reporting***  
***December 31, 2022***



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1	<u>Balance Sheet</u>
2	<u>General Fund</u>
3	<u>Debt Service Series 2021</u>
4	<u>Construction Fund Series 2021</u>
5-6	<u>Month to Month</u>
7	<u>Assessment Receipt Schedule</u>
8	<u>Long Term Debt Schedule</u>

# Wind Meadows South

## Community Development District

### Combined Balance Sheet

December 31, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
<b>Assets:</b>				
Operating Account	\$ 600,014	\$ -	\$ -	\$ 600,014
Due From Developer	\$ 30,300	\$ -	\$ -	\$ 30,300
<b>Investments:</b>				
<u>Series 2021</u>				
Reserve	\$ -	\$ 520,000	\$ -	\$ 520,000
Revenue	\$ -	\$ 2,667	\$ -	\$ 2,667
Construction	\$ -	\$ -	\$ 4	\$ 4
Due From General Fund	\$ -	\$ 387,669	\$ -	\$ 387,669
<b>Total Assets</b>	<b>\$ 630,314</b>	<b>\$ 910,337</b>	<b>\$ 4</b>	<b>\$ 1,540,655</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 21,827	\$ -	\$ -	\$ 21,827
Due To Debt Service	\$ 387,669	\$ -	\$ -	\$ 387,669
<b>Total Liabilities</b>	<b>\$ 409,496</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 409,496</b>
<b>Fund Balances:</b>				
Restricted for:				
Debt Service - Series 2021	\$ -	\$ 910,337	\$ -	\$ 910,337
Capital Projects - Series 2021	\$ -	\$ -	\$ 4	\$ 4
Assigned for:				
Unassigned	\$ 220,818	\$ -	\$ -	\$ 220,818
<b>Total Fund Balances</b>	<b>\$ 220,818</b>	<b>\$ 910,337</b>	<b>\$ 4</b>	<b>\$ 1,131,158</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 630,314</b>	<b>\$ 910,337</b>	<b>\$ 4</b>	<b>\$ 1,540,655</b>

# Wind Meadows South

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2022

	Amended	Prorated Budget	Actual	
	Budget	Thru 12/31/22	Thru 12/31/22	Variance
<b>Revenues</b>				
Assessments - Tax Roll	\$ 270,400	\$ 201,588	\$ 201,588	\$ -
Developer Contributions	\$ 122,592	\$ 65,000	\$ 65,000	\$ -
Boundary Amendment Contribution	\$ -	\$ -	\$ 5,687	\$ 5,687
<b>Total Revenues</b>	<b>\$ 392,991</b>	<b>\$ 266,588</b>	<b>\$ 272,275</b>	<b>\$ 5,687</b>
<b>Expenditures:</b>				
<b>General &amp; Administrative:</b>				
Supervisor Fees	\$ 12,000	\$ 3,000	\$ -	\$ 3,000
Engineering	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Attorney	\$ 25,000	\$ 6,250	\$ 739	\$ 5,511
Annual Audit	\$ 3,400	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 500	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ 1,250	\$ 1,250	\$ (0)
Trustee Fees	\$ 5,000	\$ 5,000	\$ 4,041	\$ 959
Management Fees	\$ 36,750	\$ 9,188	\$ 9,188	\$ -
Information Technology	\$ 1,800	\$ 450	\$ 450	\$ -
Website Maintenance	\$ 1,200	\$ 300	\$ 300	\$ -
Telephone	\$ 300	\$ 75	\$ -	\$ 75
Postage & Delivery	\$ 1,000	\$ 250	\$ 17	\$ 233
Insurance	\$ 5,500	\$ 5,500	\$ 5,375	\$ 125
Printing & Binding	\$ 1,000	\$ 250	\$ 5	\$ 246
Legal Advertising	\$ 10,000	\$ 2,500	\$ -	\$ 2,500
Contingency	\$ 5,000	\$ 1,250	\$ 1,485	\$ (235)
Office Supplies	\$ 625	\$ 156	\$ 5	\$ 151
Travel Per Diem	\$ 660	\$ 165	\$ -	\$ 165
Boundary Amendment Expenses	\$ -	\$ -	\$ 5,300	\$ (5,300)
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 134,910</b>	<b>\$ 44,509</b>	<b>\$ 33,330</b>	<b>\$ 11,179</b>
<b>Operations and Maintenance Expenditures</b>				
<b>Field Operations</b>				
Property Insurance	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Field Management	\$ 15,000	\$ 3,750	\$ 1,875	\$ 1,875
Landscape Maintenance	\$ 91,120	\$ 22,780	\$ 27,818	\$ (5,038)
Landscape Replacement	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Lake Maintenance	\$ -	\$ -	\$ 225	\$ (225)
Streetlights	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Electric - Field	\$ 5,500	\$ 1,375	\$ -	\$ 1,375
Water & Sewer - Field	\$ 10,000	\$ 10,000	\$ 12,194	\$ (2,194)
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 625	\$ -	\$ 625
Irrigation Repairs	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
General Repairs & Maintenance	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Field Contingency	\$ 7,500	\$ 7,500	\$ 8,500	\$ (1,000)
<b>Subtotal Field Expenditures</b>	<b>\$ 186,620</b>	<b>\$ 59,780</b>	<b>\$ 50,612</b>	<b>\$ 9,168</b>

# Wind Meadows South

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2022

	Amended	Prorated Budget	Actual	
	Budget	Thru 12/31/22	Thru 12/31/22	Variance
<b>Amenity Expenditures</b>				
Amenity - Electric	\$ 10,500	\$ -	\$ -	-
Amenity - Water	\$ 5,833	\$ -	\$ -	-
Internet	\$ 1,750	\$ -	\$ -	-
Pest Control	\$ 420	\$ -	\$ -	-
Janitorial Service	\$ 5,833	\$ -	\$ -	-
Security Services	\$ 10,000	\$ -	\$ -	-
Pool Maintenance	\$ 12,833	\$ -	\$ -	-
Amenity Repairs & Maintenance	\$ 7,000	\$ -	\$ -	-
Amenity Access Management	\$ 2,917	\$ -	\$ -	-
Contingency	\$ 4,375	\$ -	\$ -	-
<b>Subtotal Amenity Expenditures</b>	<b>\$ 61,461</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Total Operations and Maintenance:</b>	<b>\$ 248,081</b>	<b>\$ 59,780</b>	<b>\$ 50,612</b>	<b>\$ 9,168</b>
<u><b>Other Expenditures</b></u>				
Capital Reserves - Transfer	\$ 10,000	\$ -	\$ -	-
<b>Total Other Expenditures</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Total Expenditures</b>	<b>\$ 392,991</b>	<b>\$ 104,289</b>	<b>\$ 83,942</b>	<b>\$ 20,347</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 188,333</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 32,485</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 220,818</b>	

# Wind Meadows South

## Community Development District

### Debt Service Fund Series 2021

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/22	Thru 12/31/22	Variance
<b>Revenues:</b>				
Assessments - Tax Roll	\$ 520,000	\$ 387,669	\$ 387,669	\$ -
Assessments - Lot Closings	\$ -	\$ -	\$ 59,293	\$ 59,293
Interest	\$ -	\$ -	\$ 3,610	\$ 3,610
<b>Total Revenues</b>	<b>\$ 520,000</b>	<b>\$ 387,669</b>	<b>\$ 450,572</b>	<b>\$ 62,903</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 165,371	\$ 165,371	\$ 165,371	\$ -
Principal - 5/1	\$ 190,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 165,371	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 520,742</b>	<b>\$ 165,371</b>	<b>\$ 165,371</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (742)</b>	<b>\$ 222,298</b>	<b>\$ 285,201</b>	<b>\$ 62,903</b>
<b>Fund Balance - Beginning</b>	<b>\$ 165,371</b>		<b>\$ 625,136</b>	
<b>Fund Balance - Ending</b>	<b>\$ 164,629</b>		<b>\$ 910,337</b>	

# Wind Meadows South

## Community Development District

### Capital Projects Fund Series 2021

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/22	Thru 12/31/22	Variance
<b>Revenues</b>				
Interest	\$ -	\$ -	\$ 0	\$ 0
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>Expenditures:</b>				
Capital Outlay - Construction	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 4</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 4</b>	

## Wind Meadows South

### Community Development District

#### Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Revenues</b>													
Assessments - On Roll	\$ -	\$ -	\$ 201,588	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 201,588
Developer Contributions	\$ 15,000	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000
Boundary Amendment Contribution	\$ -	\$ 387	\$ 5,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,687
<b>Total Revenues</b>	<b>\$ 15,000</b>	<b>\$ 25,387</b>	<b>\$ 231,888</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 272,275</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 443	\$ 297	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 739
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250
Trustee Fees	\$ -	\$ 4,041	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,041
Management Fees	\$ 3,063	\$ 3,063	\$ 3,063	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,188
Information Technology	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 3	\$ 4	\$ 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17
Insurance	\$ 5,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,375
Printing & Binding	\$ -	\$ -	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Charges	\$ -	\$ 1,485	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,485
Office Supplies	\$ 3	\$ 0	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Boundary Amendment Expenses	\$ -	\$ -	\$ 5,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,300
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative:</b>	<b>\$ 14,728</b>	<b>\$ 9,556</b>	<b>\$ 9,046</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 33,330</b>



## Wind Meadows South

### Community Development District

#### Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b><u>Operations and Maintenance Expenses</u></b>													
<i><u>Field Operations</u></i>													
Field Management	\$ 625	\$ 625	\$ 625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,875
Landscape Maintenance	\$ 12,000	\$ 8,000	\$ 7,818	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	27,818
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Lake Maintenace	\$ -	\$ 225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	225
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Electric - Field	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Water & Sewer - Field	\$ 7,506	\$ 1,413	\$ 3,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	12,194
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Contingency	\$ -	\$ 8,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,500
<b>Total Operations and Maintenance Expenses</b>	<b>\$ 625</b>	<b>\$ 625</b>	<b>\$ 625</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>50,612</b>
<b>Total Expenditures</b>	<b>\$ 15,353</b>	<b>\$ 10,181</b>	<b>\$ 9,671</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>83,942</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (353)</b>	<b>\$ 15,206</b>	<b>\$ 222,216</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>188,333</b>

**Wind Meadows South**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts**  
**Fiscal Year 2023**

Gross Assessments	\$	290,750.72	\$	559,137.28	\$	849,888.00
Net Assessments	\$	270,398.17	\$	519,997.67	\$	790,395.84

**ON ROLL ASSESSMENTS**

34.21%	65.79%	100.00%
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<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Property Appraiser</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&amp;M Portion</i>	<i>2022 Debt Service</i>	<i>Total</i>
12/12/22	11/14/22-11/23/22	\$2,043.00	(\$39.23)	(\$81.73)	\$0.00	\$0.00	\$1,922.04	\$657.54	\$1,264.50	\$1,922.04
12/21/22	11/24/22-11/30/22	\$633,330.00	(\$12,159.87)	(\$25,336.30)	\$0.00	\$0.00	\$595,833.83	\$203,837.58	\$391,996.25	\$595,833.83
12/21/22	Invoice#4651979	\$0.00	\$0.00	\$0.00	(\$8,498.88)	\$0.00	(\$8,498.88)	(\$2,907.51)	(\$5,591.37)	(\$8,498.88)
<b>TOTAL</b>		<b>\$ 635,373.00</b>	<b>\$ (12,199.10)</b>	<b>\$ (25,418.03)</b>		<b>\$ -</b>	<b>\$ 589,256.99</b>	<b>\$ 201,587.61</b>	<b>\$ 387,669.38</b>	<b>\$ 589,256.99</b>

75%	Net Percent Collected
<b>\$ 201,138.85</b>	Balance Remaining to Collect

# Wind Meadows South

## Community Development District

### LONG TERM DEBT REPORT

SERIES 2021, SPECIAL ASSESSMENT BONDS		
INTEREST RATES:	2.400%, 2.9500%, 3.350%, 4.000%	
MATURITY DATE:	5/1/2052	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$520,000	
RESERVE FUND BALANCE	\$520,000	
BONDS OUTSTANDING - 10/15/2021		\$9,501,605
CURRENT BONDS OUTSTANDING		\$9,501,605