

## SECTION D

**AGREEMENT BY AND BETWEEN THE WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT AND  
WIND MEADOWS SOUTH 2, LLC, REGARDING THE  
COMPLETION OF CERTAIN IMPROVEMENTS**

**(ASSESSMENT AREA TWO BONDS)**

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

**WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Bartow, 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, the developer and owner of certain lands within the District, with a mailing address of 4900 Dundee Road Winter Haven, Florida 33884, and its successors and assigns (the “Landowner” or “Developer” and, together with the District, the “Parties” and each individually, a “Party”).

**RECITALS**

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

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including stormwater management facilities, water and sewer utilities, roadways, irrigation, off-site improvements, landscape and hardscape, street lighting, parks and recreation, and other infrastructure within or without the boundaries of the District, as described in that Engineer’s Report, as defined below (“Improvements”); and

**WHEREAS**, Landowner is the owner and developer of certain lands within the District (“Assessment Area Two”), described in **Exhibit A**, which will be subject to the proposed issuance of the Assessment Area Two Bonds, defined herein; and

**WHEREAS**, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as described in the *Wind Meadows South Community Development District Engineer’s Report of Capital Improvements*, dated June 1, 2021, as amended by the *Amended and Restated Engineer’s Report of Capital Improvements*, dated March 31, 2023 (the “Engineer’s Report”), attached to this Agreement as **Exhibit B**, and the estimated costs of the portion of the



Improvements, described as Phase Two (the “Assessment Area Two Project”), are identified therein; and

**WHEREAS**, the District has imposed debt special assessments on Assessment Area Two within the District (the “Assessment Area Two Special Assessments”), to secure financing for a portion of the construction of the Assessment Area Two Project described in **Composite Exhibit B**, and has validated \$35,000,000 in special assessment bonds to fund the planning, design, permitting, construction and/or acquisition of Improvements including a portion of the Assessment Area Two Project; and

**WHEREAS**, the District intends to finance a portion of the Assessment Area Two Project through the anticipated issuance of its Wind Meadows South Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two Project), in the principal amount of \$ \_\_\_\_\_ (the “Assessment Area Two Bonds”); and

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

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

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

**WHEREAS**, in order to ensure that the Assessment Area Two Project is completed and funding is available in a timely manner to provide for its completion, Landowner and the District hereby agree that the District will be obligated to issue no more than \$ \_\_\_\_\_ in Assessment Area Two Bonds to fund the Assessment Area Two Project and Landowner will complete or will make provision for additional funds that may be needed in the future for the completion of the Assessment Area Two Project, over and above the amount of the Assessment Area Two Bonds including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

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

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

**2. COMPLETION OF IMPROVEMENTS.** Landowner and the District agree and acknowledge that the District's proposed Assessment Area Two Bonds will provide only a portion of the funds necessary to complete the Assessment Area Two Project. Therefore, Landowner hereby agrees to complete the Assessment Area Two Project or cause such funds to be provided to the District in an amount sufficient to allow the District to complete those portions of the Assessment Area Two Project which may remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively, the "Remaining Improvements"), whether pursuant to existing contracts, including change orders thereto, or future contracts.

**(a) Subject to Existing Contract.** When all or any portion of the Remaining Improvements are subject to an existing District contract, the Landowner shall provide funds directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

**(b) Not Subject to Existing Contract.** When any portion of the Remaining Improvements is not the subject of an existing District contract, the Landowner may choose to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the District that the option selected by the Landowner will not materially and adversely impact the District.

Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The Parties hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which any and all portions of the Remaining Improvements are to be funded and completed. Notwithstanding the foregoing, in the event the Landowner, either jointly or individually, fails to timely provide funds or to complete the Remaining Improvements, the District may exercise its authority to issue additional bonds, notes or similar obligations, and certify for collection additional special assessments in an amount sufficient to complete the Remaining Improvements.

**3. OTHER CONDITIONS AND ACKNOWLEDGMENTS.**

**(a)** The District and Landowner agree and acknowledge that the exact location, size, configuration, and composition of the Assessment Area Two Project may change from that described in the Engineer's Report depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Assessment Area Two Project shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes. Material changes to the Assessment Area Two Project shall require the prior written consent of the Trustee acting on behalf and at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Assessment Area Two Bonds then outstanding.

(b) The District and Landowner acknowledge and agree that the provision of funds under this Agreement or the completion of the Remaining Improvements will be considered a contribution in lieu of the imposition of debt special assessments upon Assessment Area Two benefitted by the Assessment Area Two Project.

(c) The Landowner acknowledges and agrees as follows:

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

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

(d) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Landowner of its obligations hereunder are expressly subject to, dependent and conditioned upon (a) the issuance of \$\_\_\_\_\_ par amount of Assessment Area Two Bonds and use of the proceeds thereof to fund a portion of the Assessment Area Two Project, and (b) the scope, configuration, size and/or composition of the Assessment Area Two Project not materially changing without the consent of Landowner. Such consent is not necessary, and Landowner must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Assessment Area Two Project is materially changed in response to a requirement imposed by a regulatory agency.

**4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by any Party under this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance, but excluding special, consequential, or punitive damages. Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement shall limit or impair the District's right to protect its rights under this Agreement from interference by a third party.

**5. ENFORCEMENT OF AGREEMENT.** If any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**6. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties hereto, but only with the written consent of the Trustee acting at the direction of the bondholders owning

more than 50% of an aggregate principal amount of the Assessment Area Two Bonds then outstanding, with respect to material amendments.

**7. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Landowner, both the District and Landowner have complied with all the requirements of law, and both the District and Landowner have full power and authority to comply with the terms and provisions of this Agreement.

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

(a) If to the District: Wind Meadows South  
Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32301  
Attn: Lauren M. Gentry

(b) If to Landowner: Wind Meadows South 2, LLC  
4900 Dundee Road  
Winter Haven, Florida 33884  
Attn: Harold R. Baxter

With a copy to: Johnson Pope Boker Ruppel & Burns, LLP  
401 East Jackson Street., Suite 3100  
Tampa, Florida 33602  
Attn: T. Luke Markham

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

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

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

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

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

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

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

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

**16. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory

limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**18. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

*[Remainder of this page intentionally left blank]*

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

WITNESSES:

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

By: Center State Development 2, LLC  
Its: Manager

By: HRB Land Investments, LLC  
Its: Manager

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

\_\_\_\_\_  
By: Harold R. Baxter  
Its: Manager

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by Harold R. Baxter as Manager of *HRB Land Investments, LLC* as Manager of *Center State Development 2, LLC* as Manager of *Wind Meadows South 2, LLC*, on behalf of the companies, who is personally known to me or who has produced \_\_\_\_\_ as identification.

AND

WITNESSES:

By: RJA Land and Development, LLC  
Its: Manager

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

\_\_\_\_\_  
By: Robert J. Adams  
Its: Manager

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by Robert J. Adams as Manager of *RJA Land and Development, LLC* as Manager of *Center State Development 2, LLC* as Manager of *Wind Meadows South 2, LLC*, on behalf of the companies, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[notary seal]

\_\_\_\_\_  
Print Name:\_\_\_\_\_  
Notary Public, State of Florida



WITNESSES:

**WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Brent Elliot  
Chairperson, Board of Supervisors

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by Brent Elliot, as Chairperson of the Board of Supervisors of Wind Meadows South Community Development District.

[notary seal]

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

**Exhibit A:** Legal Description of Assessment Area Two  
**Exhibit B:** *Amended and Restated Engineer's Report of Capital Improvements*, dated March 31, 2023

## EXHIBIT A - LEGAL DESCRIPTION OF ASSESSMENT AREA TWO

### 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.

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 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.

## **EXHIBIT B – ENGINEER’S REPORT**



*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*

*March 31, 2023*

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

WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT

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## LIST OF EXHIBITS

EXHIBIT 1	- Location Map with District Boundary
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
EXHIBIT 5	- Zoning Map
EXHIBIT 6	- Future Land Use Map
EXHIBIT 7	- Utility Location Map
EXHIBIT 8	- Drainage Map
EXHIBIT 9	- Summary of District Facilities
EXHIBIT 10	- Summary of Opinion of Probable Costs
EXHIBIT 11	- Overall Site Plan

**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 the incremental cost of the 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 the incremental cost of the 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.

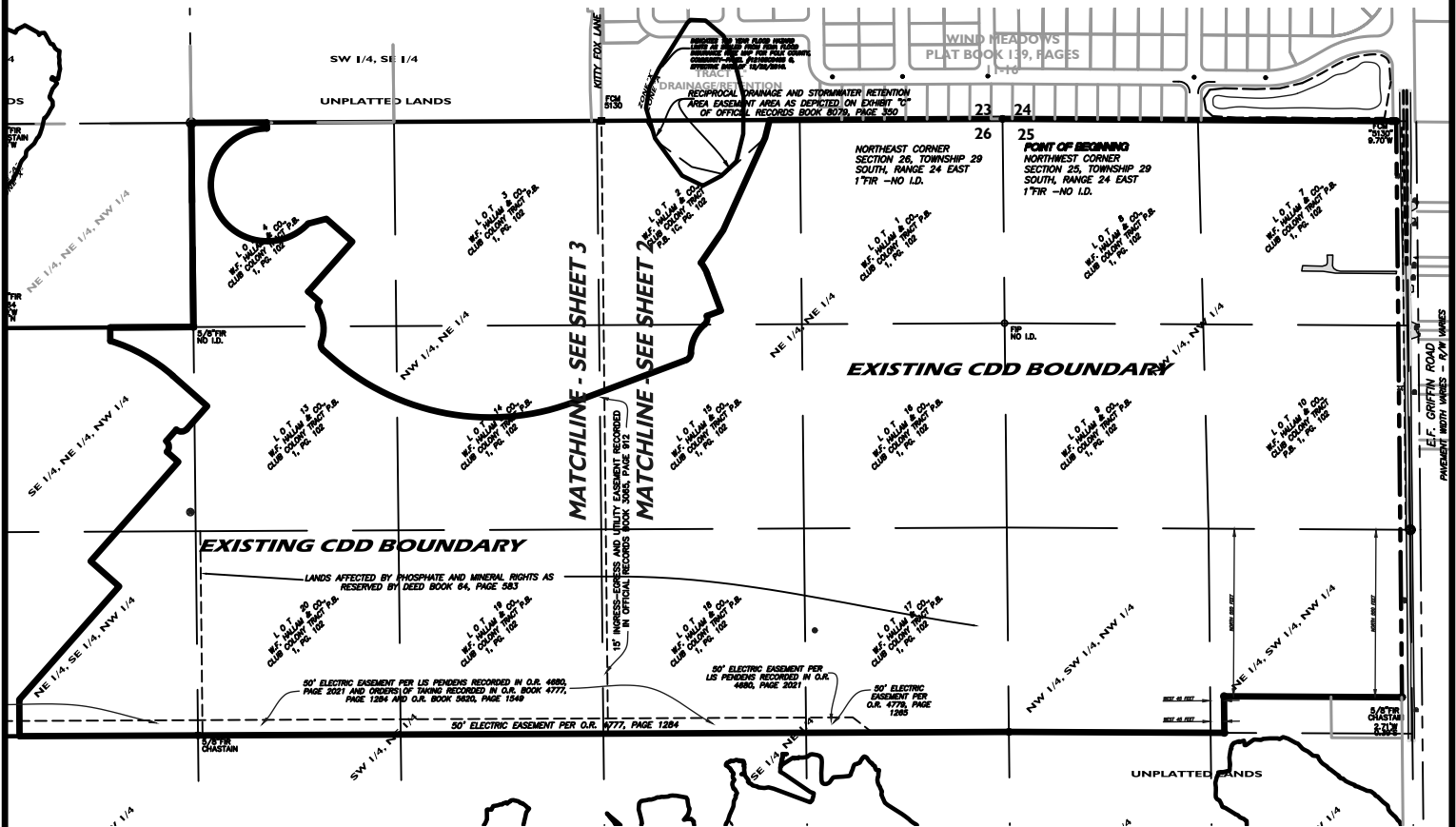
The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the area. However, labor market, future costs of equipment, 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.



# COMPOSITE EXHIBIT "2"

North 1" = 600'



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

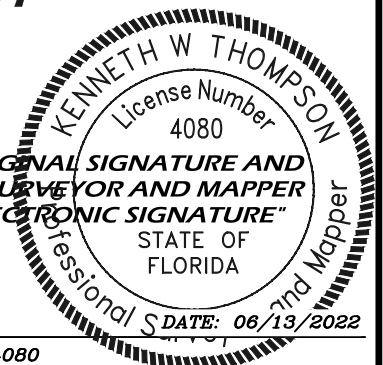
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(863) 904-4699 - kthompson@platinumsurveying.com

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

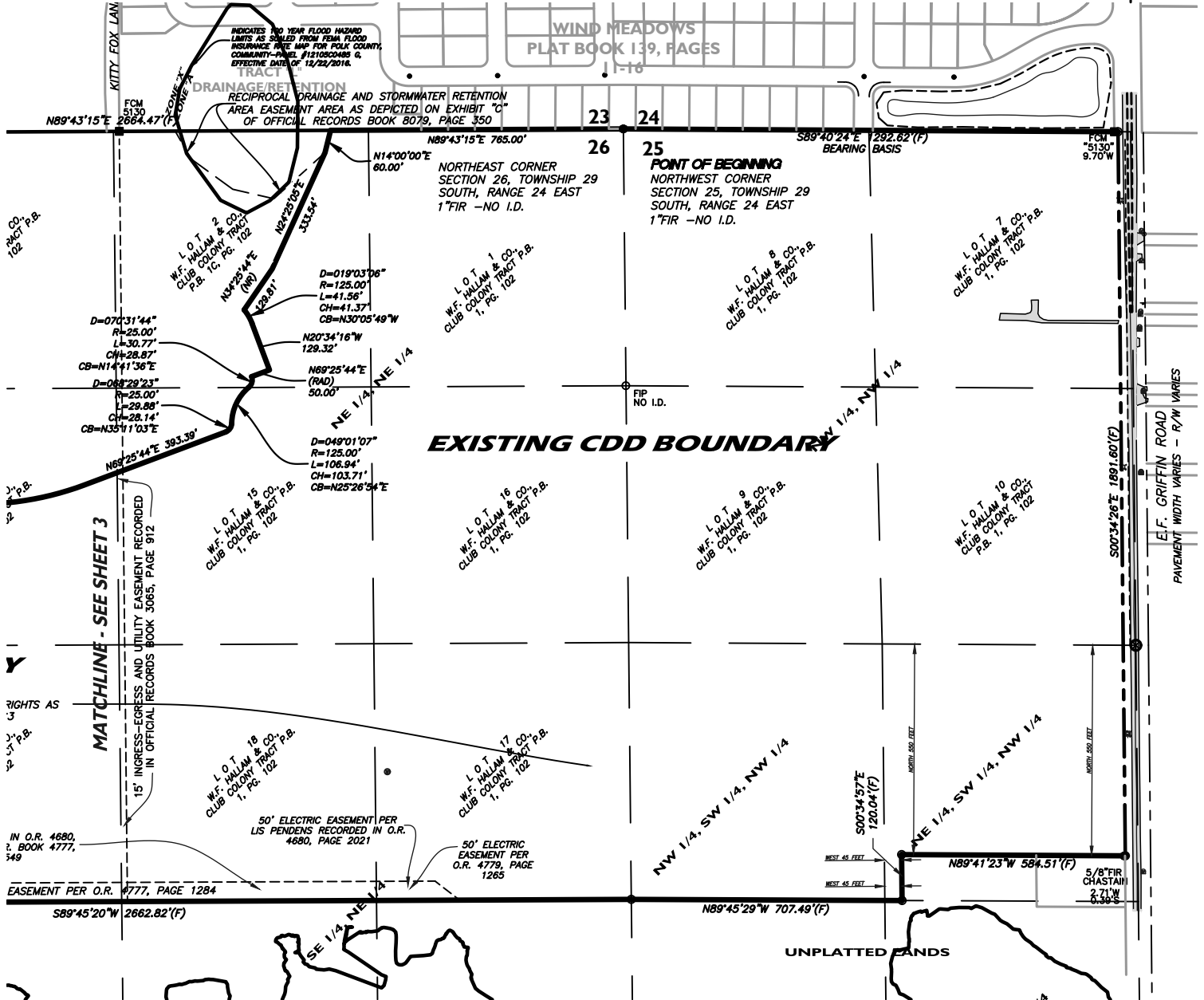
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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "2"

North 1" = 400'



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

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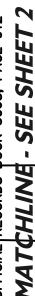
6700 South Florida Avenue, Suite 1, Lakeland, Florida 33813  
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KENNETH W. THOMPSON P.L.S. #4080





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AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE  
OR A DIGITAL SIGNATURE AFFIXED HERETO.



Professional Surveyor and Mapper Seal for Kenneth W. Thompson, State of Florida, License Number 4080. The seal is circular with the text "KENNETH W THOMPSON" at the top, "License Number 4080" in the center, and "Professional Surveyor and Mapper" around the bottom. The text "GENERAL SIGNATURE AND SURVEYOR AND MAPPER" and "ELECTRONIC SIGNATURE" is also visible.

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

## 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

THE SEAL APPEARING ON THIS DOCUMENT WAS  
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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**

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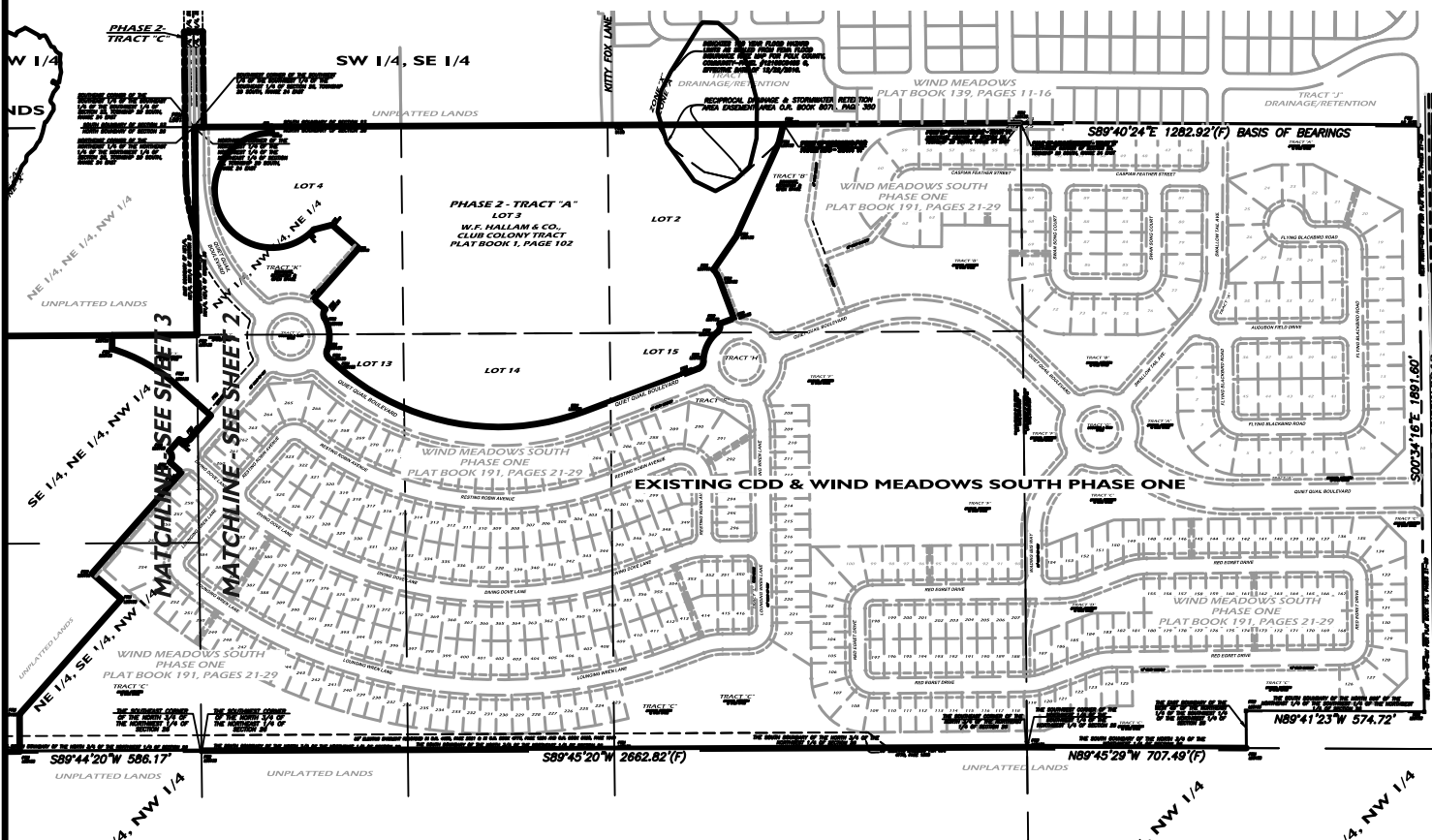
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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "3"

North 1" = 600'



## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 1 OF 6

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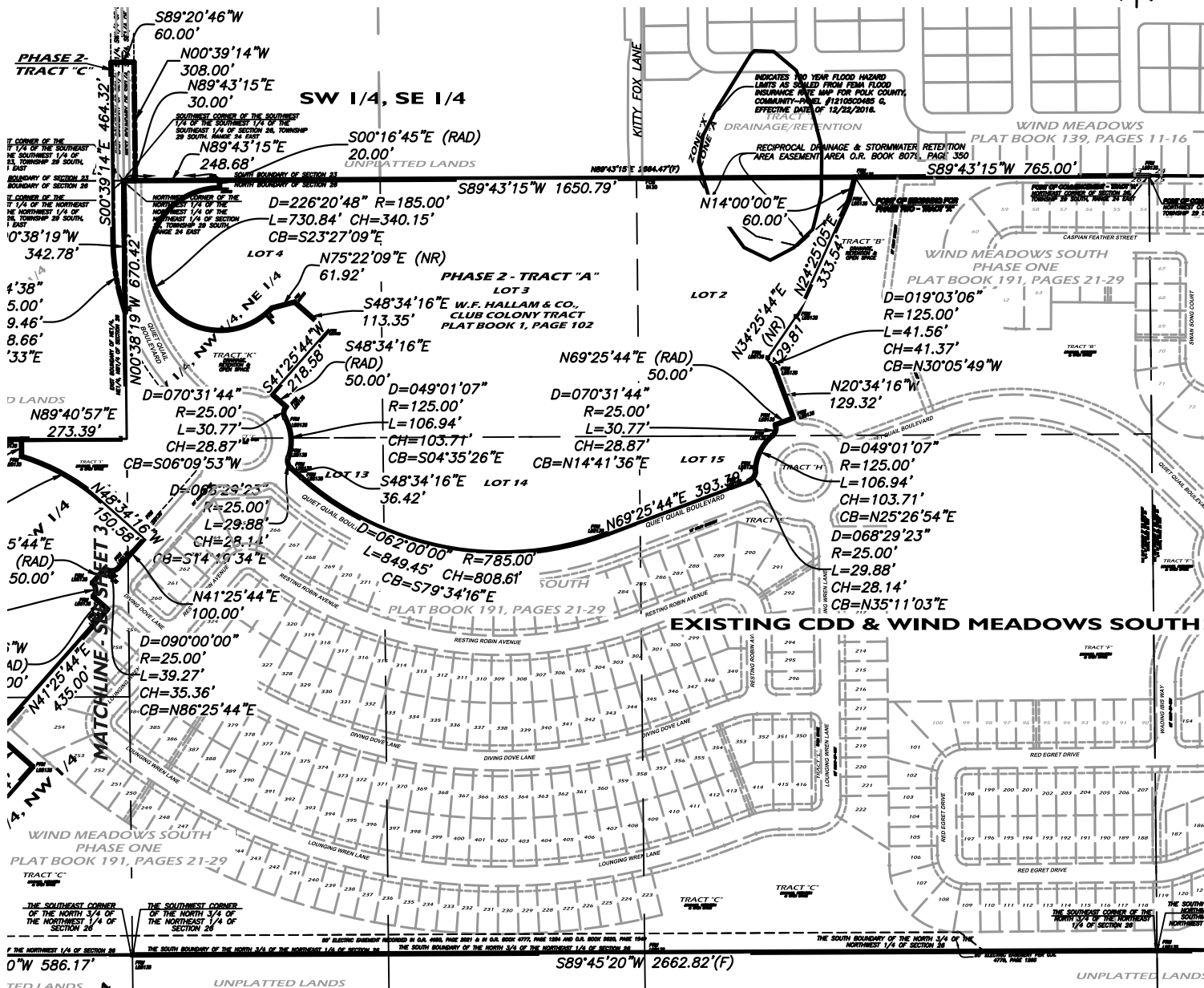
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KENNETH W. THOMPSON P.L.S. #4080

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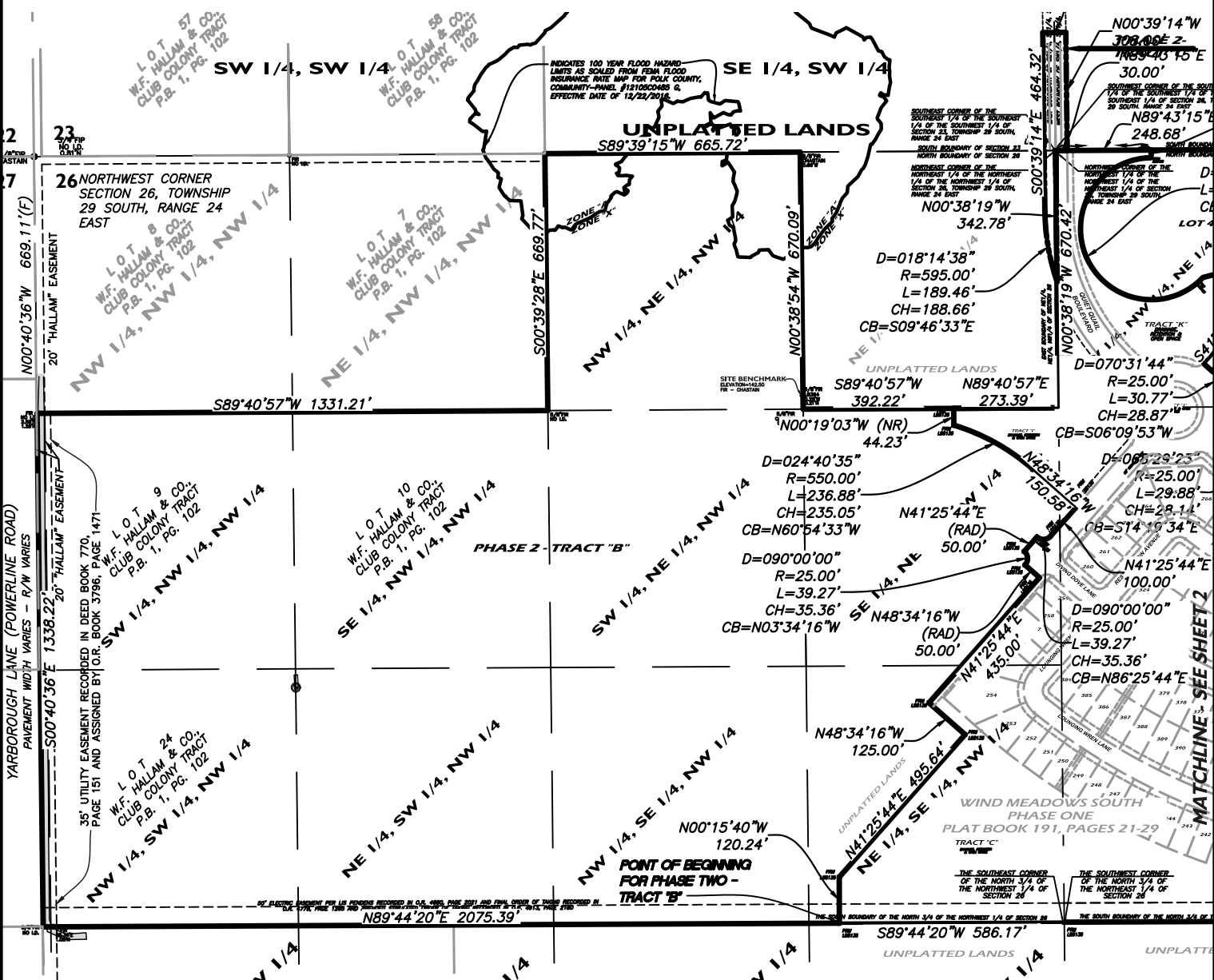
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KENNETH W. THOMPSON P.L.S. #4080



# COMPOSITE EXHIBIT "3"



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

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# 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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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

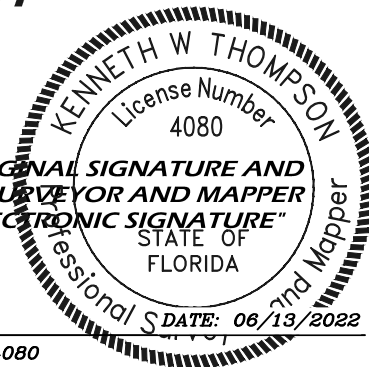
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KENNETH W. THOMPSON P.L.S. #4080



## 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

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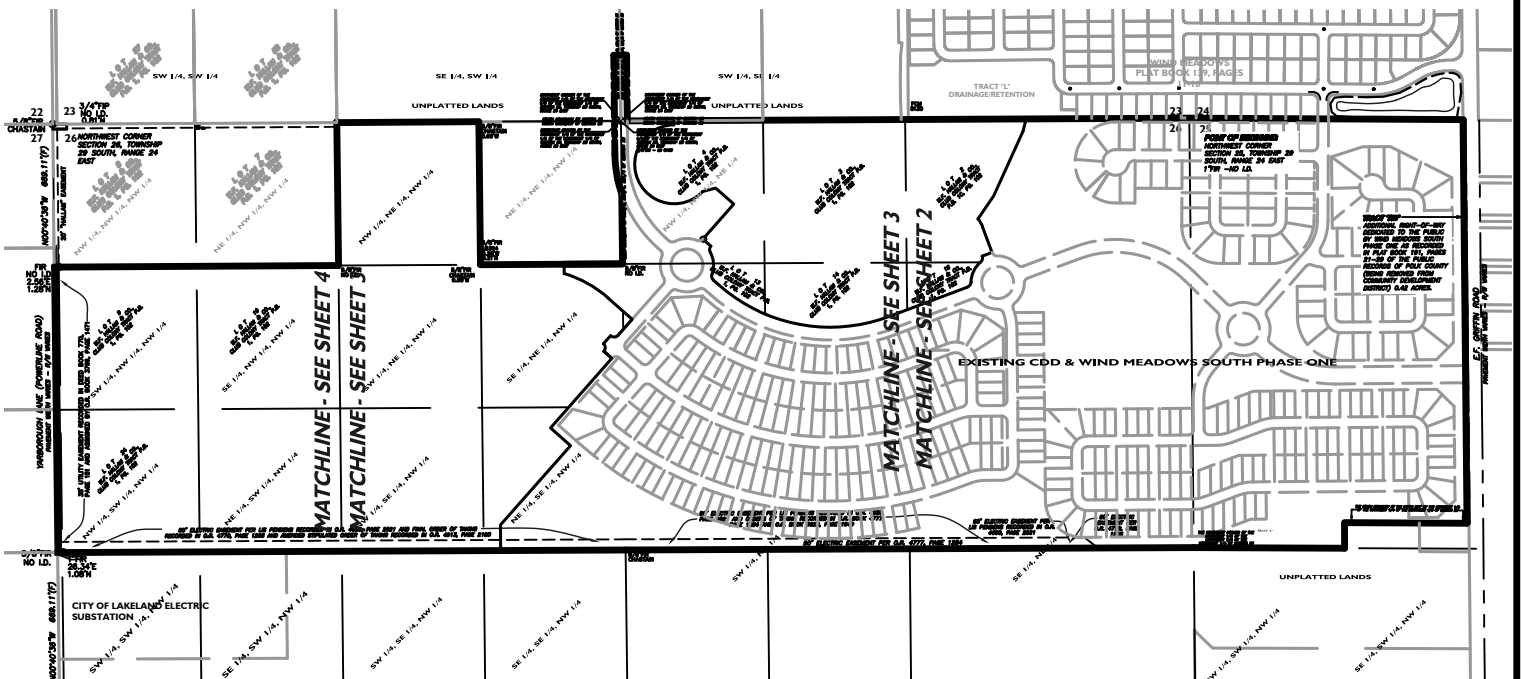
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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "4"

North 1" = 900'



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

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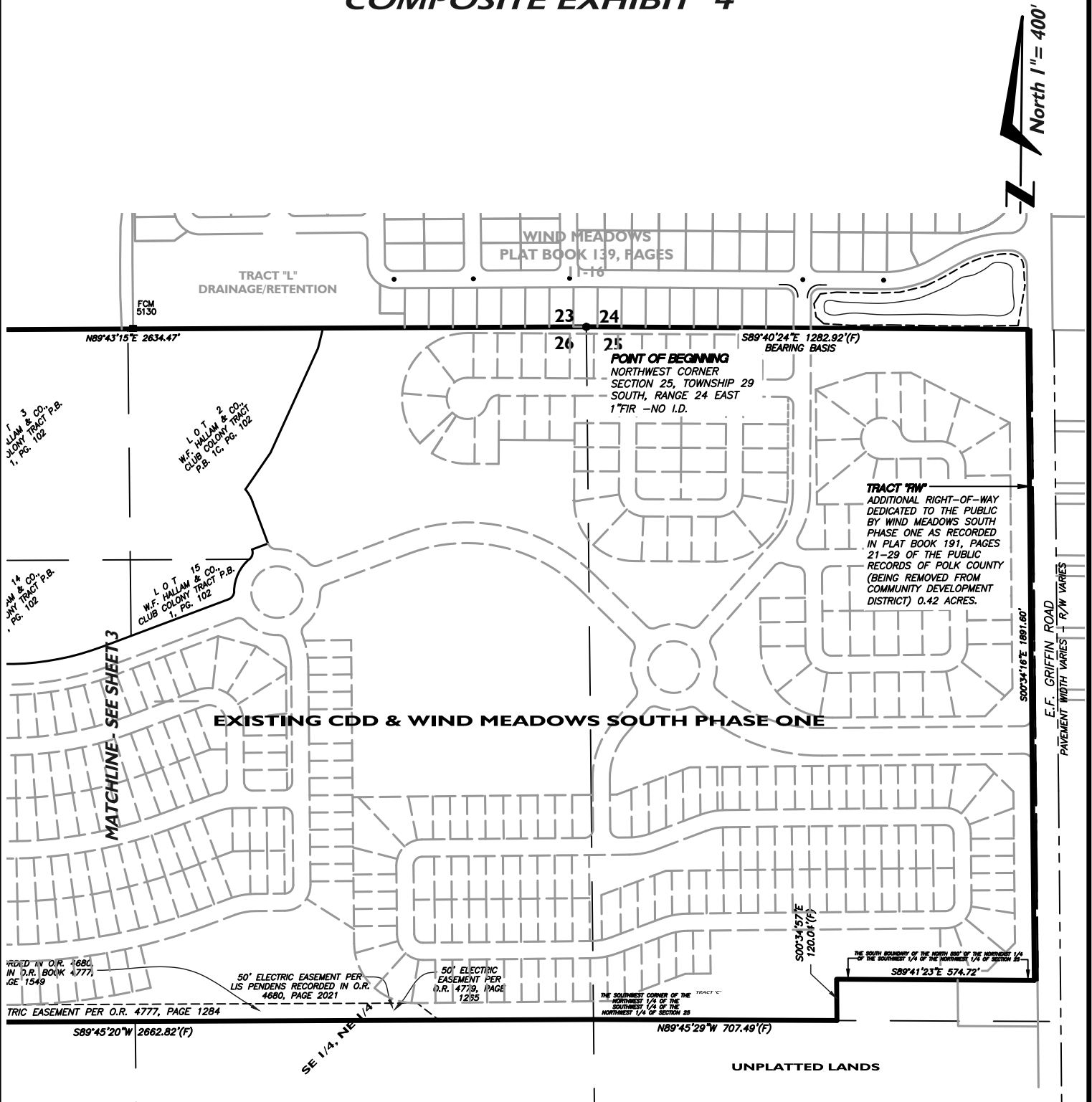
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# COMPOSITE EXHIBIT "4"



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

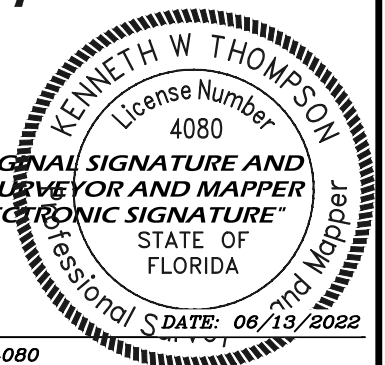
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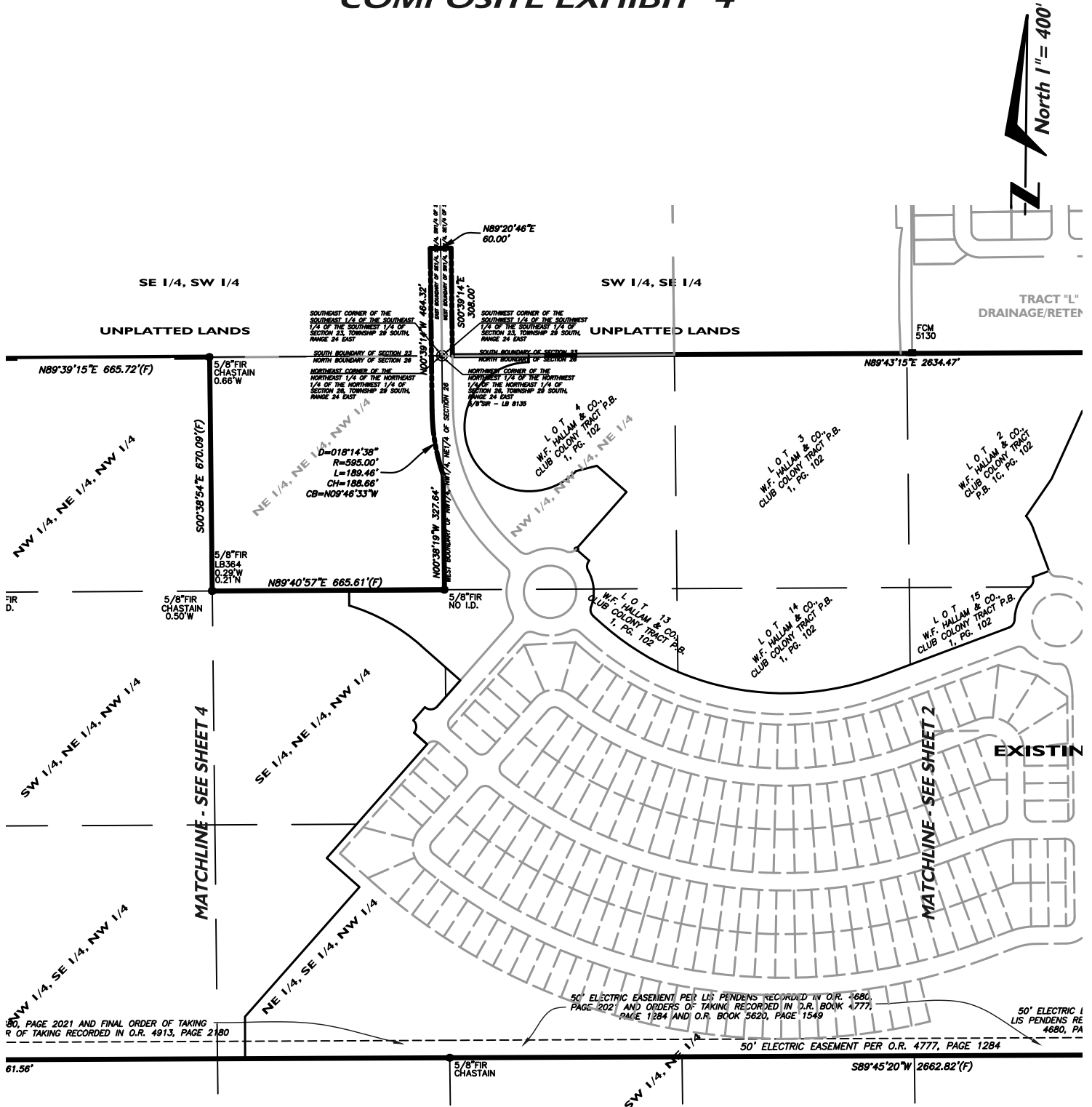
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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "4"



## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 3 OF 5

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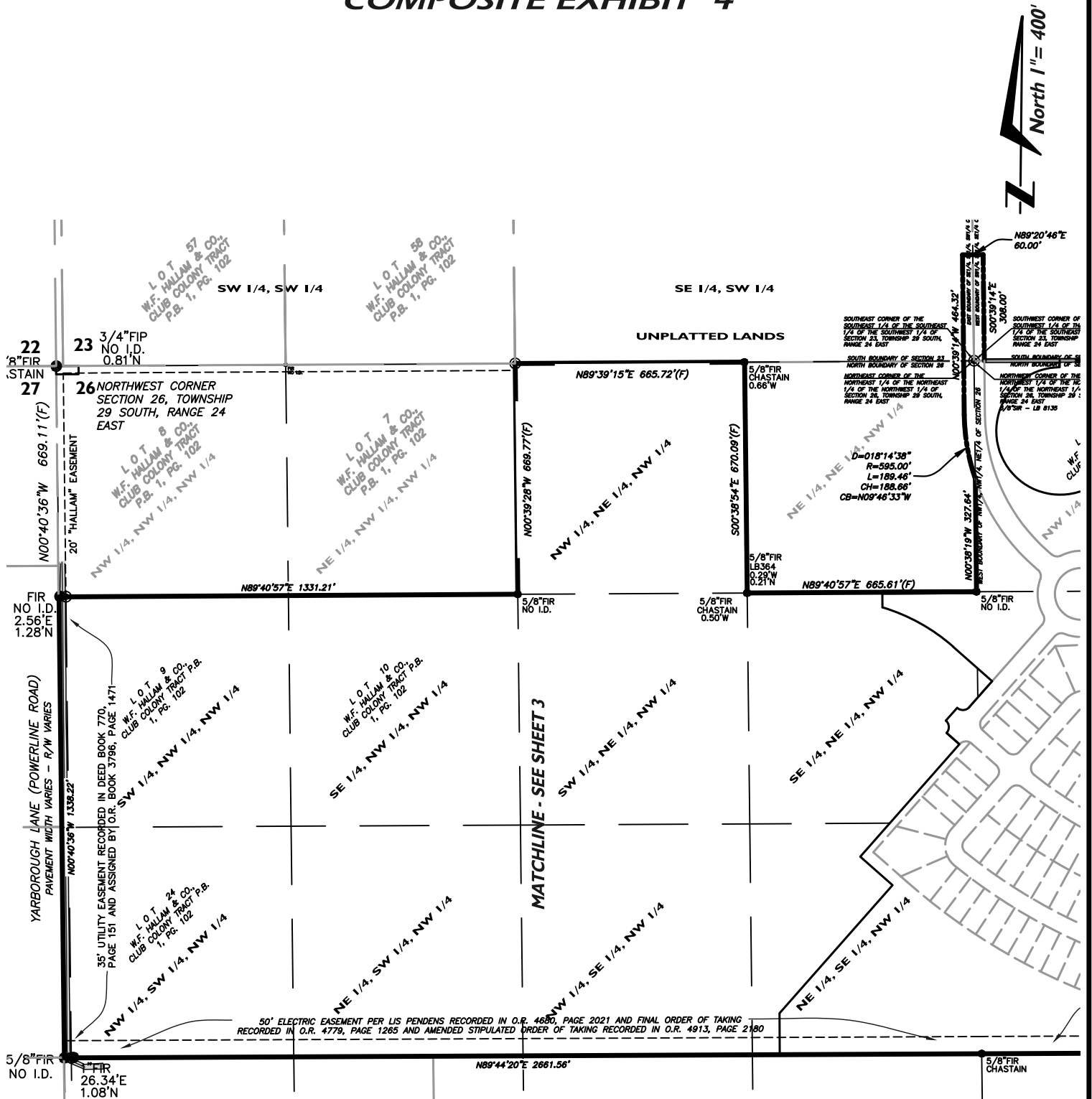
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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "4"



## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 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.

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

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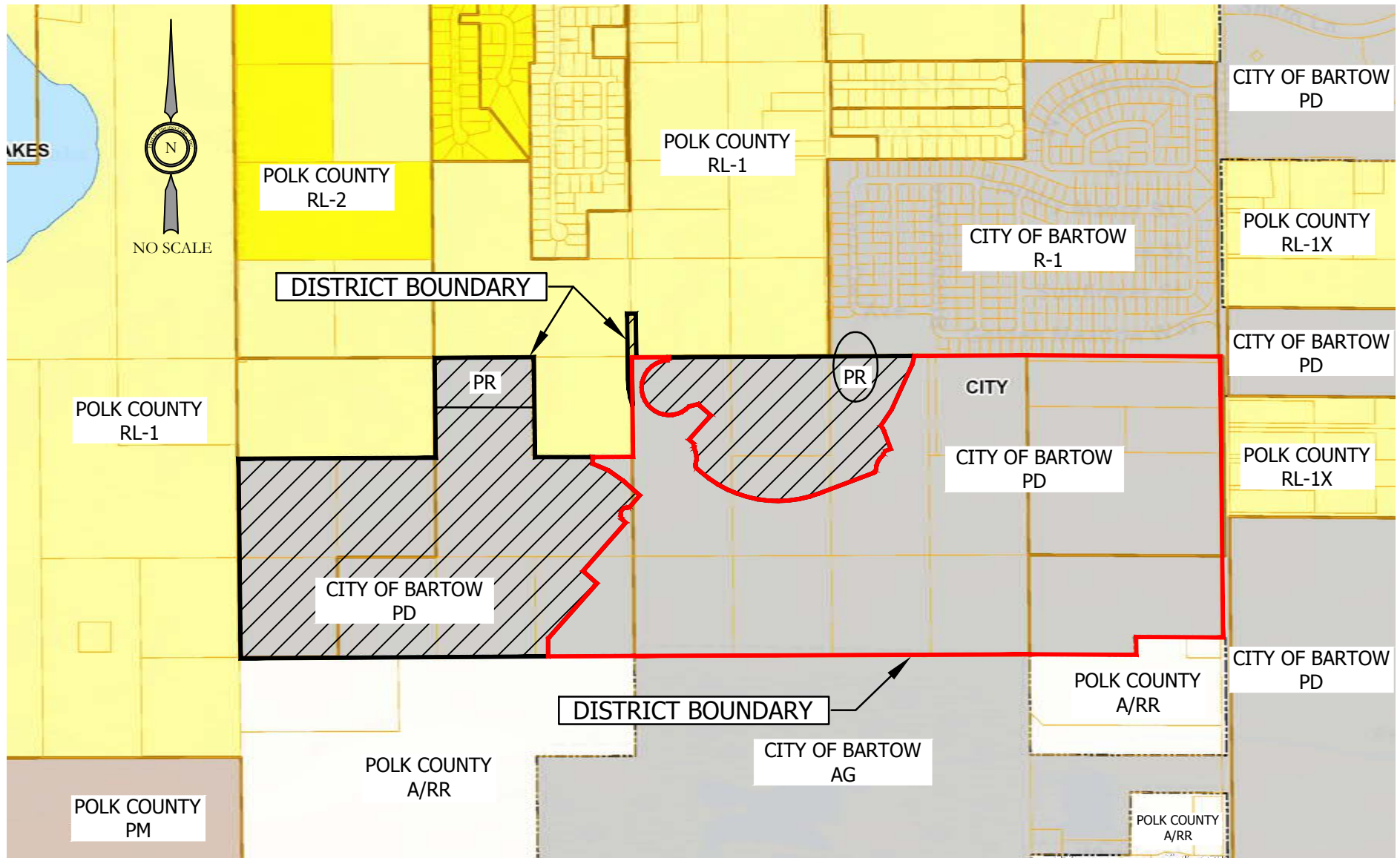
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KENNETH W. THOMPSON P.L.S. #4080





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

Prepared By  
**HUNTER ENGINEERING, INC.**

Certificate of Authorization #8394

4900 Dundee Road  
Winter Haven, FL 33884

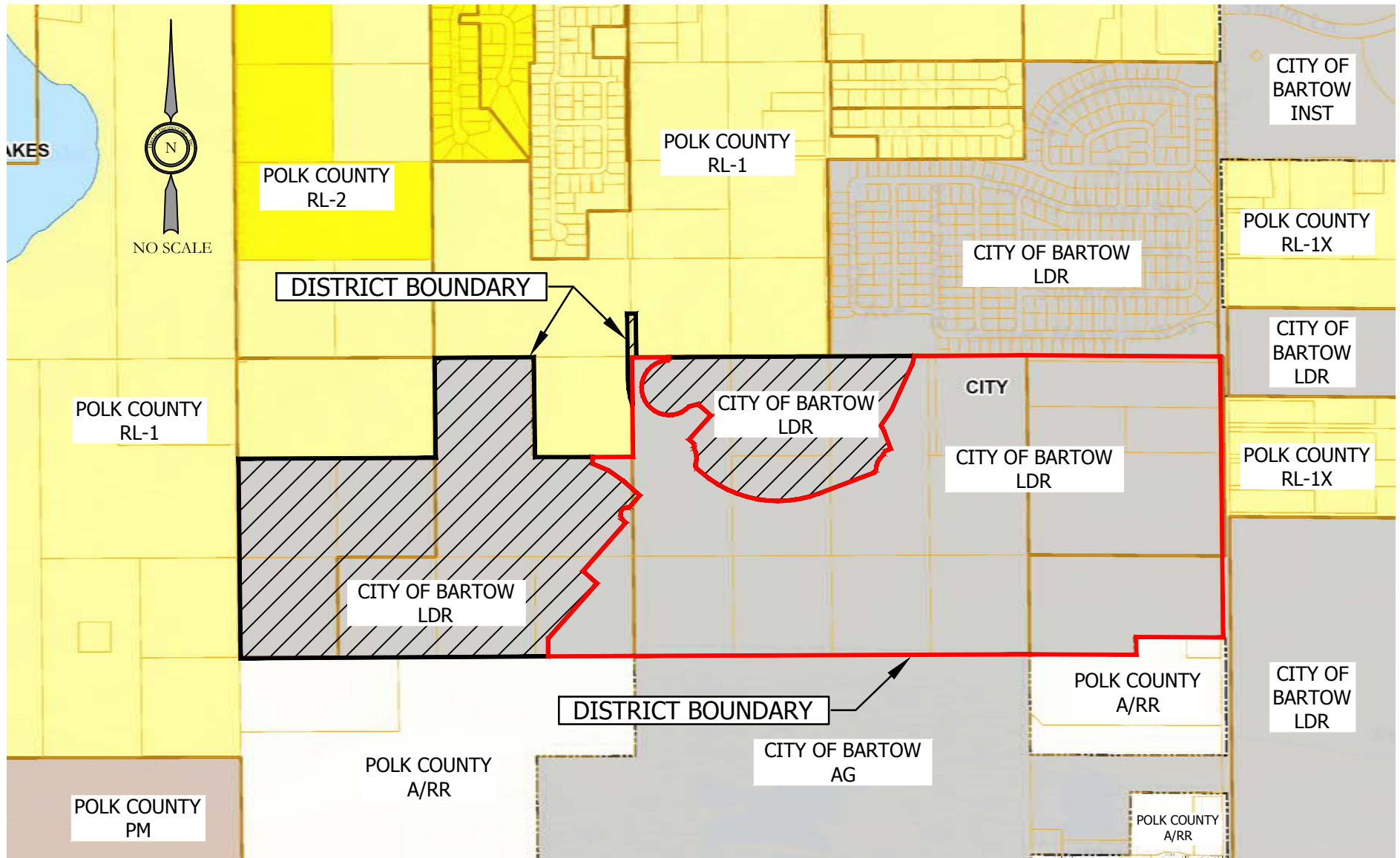
Telephone: 863-676-7770  
Facsimile: 863-965-0181

**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**



**FUTURE LAND USE 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**

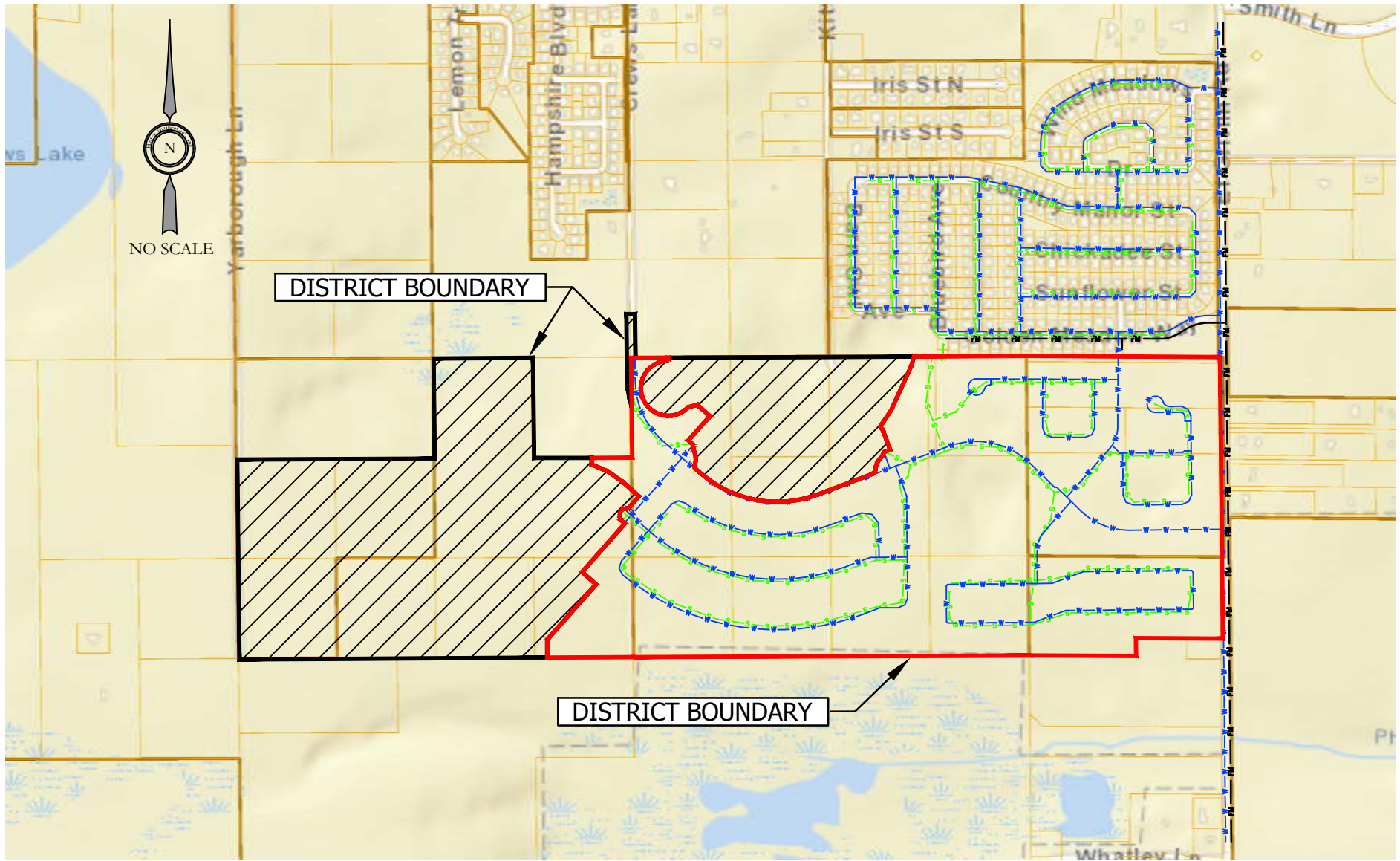
**AG** - (AGRICULTURE) CITY OF BARTOW

**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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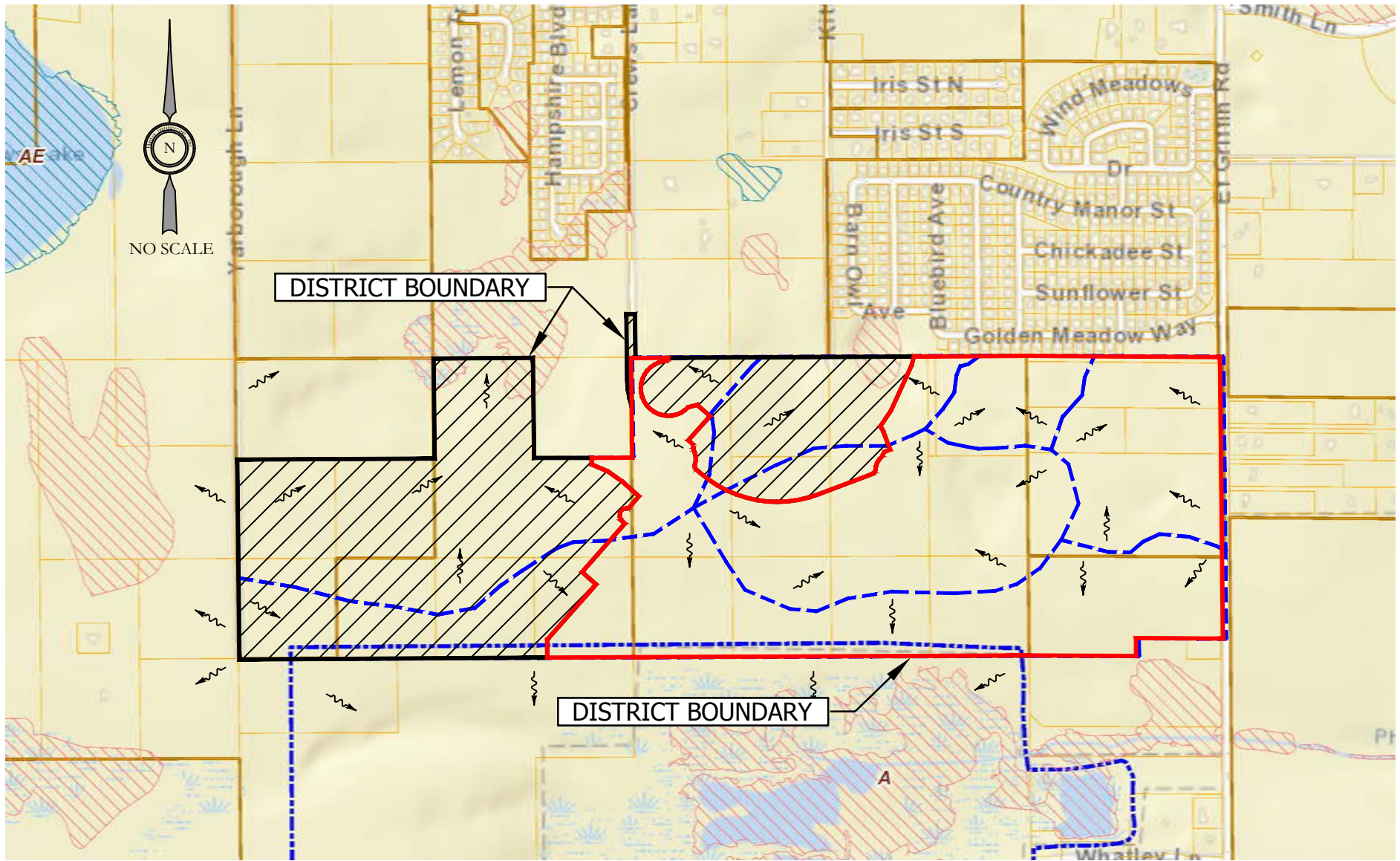
LEGEND

- 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  
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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 the incremental cost of the 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 E

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

Lauren Gentry, Esq.  
Kilinski | Van Wyk PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32301

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**DECLARATION OF CONSENT TO JURISDICTION OF  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
AND TO IMPOSITION OF SPECIAL ASSESSMENTS**

**(ASSESSMENT AREA TWO SPECIAL ASSESSMENTS)**

**WIND MEADOWS SOUTH 2, LLC, A FLORIDA LIMITED LIABILITY COMPANY** (the “Landowner”), is the owner of those lands as more particularly described in **Exhibit A** attached hereto (the “Property,” also known as “Phase 2” or “Assessment Area Two”), located within the boundaries of the Wind Meadows South Community Development District (the “District”). The Landowner, intending that it and its successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after June 7, 2021, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “Act”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Bartow City Commission (“City”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 2021-10, enacted by the City and effective on June 7, 2021, and amended pursuant to Ordinance No. 2022-22 enacted by the City on January 3, 2023, increasing the District boundaries from approximately 159.67 acres to approximately 273.39 acres (the “Boundary Amendment”), was duly and properly adopted by the City in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District (the “Board”) were and are duly and properly designated and/or elected pursuant to the Act to serve in their official capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from June 7, 2021, to and including the date of this Declaration.

2. The Landowner, for itself and its heirs, successors and assigns, hereby confirms and agrees, that the debt special assessments (the “Assessment Area Two Special Assessments”) imposed by, but not limited to, Resolution Nos. 2023-01, 2023-02, 2023-05, 2023-06, 2023-13 and 2023-\_\_ (collectively, the “Assessment Resolutions”) have been duly adopted by the Board, and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the Assessment Area Two Special Assessments, and the Assessment Area Two Special Assessments

are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, city, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, for itself and its heirs, successors and assigns, hereby waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the Assessment Area Two Special Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the Assessment Area Two Special Assessments in full at any time or in part one time, but with interest, under the circumstances set forth in the Assessment Resolutions of the District levying the Assessment Area Two Special Assessments.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Assessment Area Two Special Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the Wind Meadows South Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two Project), in the principal amount of \$\_\_\_\_\_ (the "Assessment Area Two Bonds"), or securing payment thereof and all other documents and certifications relating to the issuance of the Assessment Area Two Bonds (the "Financing Documents"), are valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessment Area Two Special Assessments or claims of invalidity, deficiency or unenforceability of the Assessment Area Two Special Assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; (iv) to the extent Landowner fails to timely pay any Assessment Area Two Special Assessments collected by mailed notice of the District, such unpaid Assessment Area Two Special Assessments and future Assessment Area Two Special Assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year; and (v) any and all rights to challenge the validity of: any argument, claim or defense resulting from any defect or omission of any and all District notices, meetings, workshops, public hearings and other proceedings in relation to the Assessment Area Two Special Assessments or the Assessment Area Two Bonds that were conducted on or prior to the date hereof whether pursuant to Florida law or any waiver of Florida law granted in said Executive Order, including any extensions thereof.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Assessment Area Two Special Assessments is available from the District Manager (Governmental Management Services – Central Florida, LLC), 219 E. Livingston Street, Orlando, Florida 32801.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

[Signature page to follow]

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

WITNESSES:

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

By: Center State Development 2, LLC  
Its: Manager

By: HRB Land Investments, LLC  
Its: Manager

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

\_\_\_\_\_  
By: Harold R. Baxter  
Its: Manager

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by Harold R. Baxter as Manager of *HRB Land Investments, LLC* as Manager of *Center State Development 2, LLC* as Manager of *Wind Meadows South 2, LLC*, on behalf of the companies, who is personally known to me or who has produced \_\_\_\_\_ as identification.

AND

WITNESSES:

By: RJA Land and Development, LLC  
Its: Manager

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

\_\_\_\_\_  
By: Robert J. Adams  
Its: Manager

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by Robert J. Adams as Manager of *RJA Land and Development, LLC* as Manager of *Center State Development 2, LLC* as Manager of *Wind Meadows South 2, LLC*, on behalf of the companies, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[notary seal]

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida



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

### **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.

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 LAKE LAND 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 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.

# SECTION F

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

(This space reserved for Clerk)

Lauren Gentry, Esq.  
Kilinski | Van Wyk PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32301

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**WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR  
SPECIAL ASSESSMENT BONDS, SERIES 2023  
(ASSESSMENT AREA TWO PROJECT)**

**PLEASE TAKE NOTICE** that the Board of Supervisors of the Wind Meadows South Community Development District (the “District”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolution Nos. 2023-01, 2023-02, 2023-05, 2023-06, 2023-13 and 2023-\_\_ (the “Assessment Resolutions”), confirming and certifying the lien of non ad-valorem special assessments on certain real property located within the boundaries of the District that will be specially benefitted by the Assessment Area Two Project described in such Assessment Resolutions. Said assessments are pledged to secure the Wind Meadows South Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two Project) (“Assessment Area Two Bonds”). The legal description of the lands on which said special assessments are imposed is attached to this Notice (the “Notice”), as **Exhibit A**. The special assessments are imposed on benefitted property within the District as described in the *Master Assessment Methodology for Wind Meadows South Community Development District*, dated June 9, 2021, as amended by the *Amended and Restated Assessment Methodology*, dated January 11, 2023, together with the *Supplemental Assessment Methodology for Assessment Area Two*, dated April 12, 2023 (the “Assessment Report”), approved by the District. A copy of the Assessment Report and the Assessment Resolutions may be obtained by contacting the District at: Wind Meadows South Community Development District, c/o Governmental Management Services –

Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801; Ph: (407) 841-5524.

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

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

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

**AVAILABLE FROM THE DISTRICT, THIS ALSO CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 197.573 OF THE FLORIDA STATUTES AND ALL OTHER APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.**

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

**WIND MEADOWS SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Brent Elliott, as Chairperson of the Board of Supervisors for the Wind Meadows South Community Development District.

[notary seal]

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



## EXHIBIT A - LEGAL DESCRIPTION OF ASSESSMENT AREA TWO ASSESSMENT AREA

### 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.

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 LAKE LAND 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 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.

# SECTION G

## RESOLUTION 2023-17

### [ASSESSMENT AREA TWO BONDS] [SUPPLEMENTAL ASSESSMENT RESOLUTION, WITH DELEGATION OF AUTHORITY]

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2023 (ASSESSMENT AREA TWO PROJECT) ("ASSESSMENT AREA TWO BONDS"); MAKING CERTAIN ADDITIONAL FINDINGS AND CONFIRMING AND/OR ADOPTING AN ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; DELEGATING AUTHORITY TO PREPARE FINAL REPORTS AND UPDATE THIS RESOLUTION; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE ASSESSMENT AREA TWO BONDS; ADDRESSING PREPAYMENTS; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS**, the Wind Meadows South Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the issuance of bonds secured by the imposition of special assessments on benefited property within the District; and

**WHEREAS**, the District's Board of Supervisors ("**Board**") has previously adopted, after proper notice and public hearing, Resolution Nos. 2021-25, 2021-26, 2021-29, 2023-05, 2023-06, and 2023-13 (together, "**Master Assessment Resolution**"), relating to the imposition, levy, collection and enforcement of such special assessments, and establishing a master lien over the property within the District, which lien remains inchoate until the District issues bonds, as provided in the Master Assessment Resolution; and

**WHEREAS**, the Master Assessment Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution may be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, and the application of receipt of any true-up proceeds; and

**WHEREAS**, on April 12, 2023, and in order to finance all or a portion of what is known as the Assessment Area Two Project, as defined herein, the District adopted Resolution 2023-12 ("**Delegated Award Resolution**"), which authorized the District to enter into a *Bond Purchase Contract* and sell its Special Assessment Bonds, Series 2023 (Assessment Area Two)

(“**Assessment Area Two Bonds**”), within certain parameters set forth in the Delegated Award Resolution; and

**WHEREAS**, the District intends to secure the Assessment Area Two Bonds by levying debt service special assessments (“**Assessment Area Two Assessments**”), pursuant to the terms of the Master Assessment Resolution, and in accordance with the supplemental trust indenture applicable to the Assessment Area Two Bonds; and

**WHEREAS**, pursuant to and consistent with the Master Assessment Resolution and Delegated Award Resolution, the District desires to authorize the finalization of its Assessment Area Two Assessments, among other actions.

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

1. **INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

2. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and the Master Assessment Resolution.

3. **ADDITIONAL FINDINGS; ADOPTION OF ENGINEER’S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board hereby finds and determines as follows:

- a. The *Engineer’s Report of Capital Improvements*, dated June 1, 2021, as amended and supplemented by the *Amended and Restated Engineer’s Report of Capital Improvements*, dated March 31, 2023, attached to this Resolution as **Exhibit A (“Engineer’s Report”)**, identifies and describes, among other things, the presently expected components and estimated costs of the District’s master Capital Improvement Plan (the portion identified as “Phase Two,” a portion of which is anticipated to be financed with the Assessment Area Two Bonds, being the “**Assessment Area Two Project**”). The District hereby confirms that the Assessment Area Two Project serves a proper, essential and valid public purpose. The Engineer’s Report is hereby approved, adopted, and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the Assessment Area Two Bonds, subject to any changes deemed necessary under Section 4.a herein.
- b. The *Supplemental Assessment Methodology for Assessment Area Two*, dated April 12, 2023, attached to this Resolution as **Exhibit B (“Supplemental Assessment Methodology Report”)**, applies the master

assessment methodology set forth in the *Amended and Restated Master Assessment Methodology*, dated January 11, 2023 (“**Master Assessment Methodology Report**” and, together with the Supplemental Assessment Methodology Report,” the “**Assessment Methodology Report**”), to the Assessment Area Two Project and the actual terms of the Assessment Area Two Bonds. The Assessment Methodology Report is hereby approved, adopted and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the Assessment Area Two Bonds, subject to any changes deemed necessary under Section 4.a. herein.

- c. Generally speaking, and subject to the terms of **Exhibit A** and **Exhibit B**, the Assessment Area Two Project benefits all developable property within the assessment area further described in **Exhibit C** attached hereto (“**Assessment Area Two**”). Moreover, the benefits from the Assessment Area Two Project funded by the Assessment Area Two Bonds equal or exceed the amount of the special assessments (“**Assessment Area Two Assessments**”), as described in **Exhibit B**, and such Assessment Area Two Assessments are fairly and reasonably allocated across Assessment Area Two. It is reasonable, proper, just and right to assess the portion of the costs of the Assessment Area Two to be financed with the Assessment Area Two Bonds to the specially benefited properties within Assessment Area Two as set forth in Master Assessment Resolution and this Resolution.

4. **CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING THE ASSESSMENT AREA TWO BONDS; DELEGATION OF AUTHORITY FOR DISTRICT STAFF TO ISSUE FINAL REPORTS AND UPDATE THIS RESOLUTION.** As provided in the Master Assessment Resolution, this Resolution is intended to set forth the terms of the Assessment Area Two Bonds and the final amount of the lien of the Assessment Area Two Assessments. In connection with the closing on the sale of the Assessment Area Two Bonds, District Staff is authorized to:

- a. Prepare final versions of the Engineer’s Report and Supplemental Assessment Methodology Report attached hereto as **Exhibit A** and **Exhibit B**, respectively, to incorporate final pricing terms and make such other revisions as may be deemed necessary, provided however that:
  - i. the Assessment Area Two Assessments shall be levied and imposed within the parameters of the Master Assessment Resolution and Delegated Award Resolution,
  - ii. the final versions shall be approved by the Chairperson or, in the Chairperson’s absence, the Vice Chairperson, and in the absence or unavailability of the Vice Chairman, any other member of the Board, and



- iii. the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of assessments pledged to the issuance of the Assessment Area Two Bonds, which amount shall be consistent with the lien imposed by the Master Assessment Resolution, shall all be as set forth in the final Supplemental Assessment Report.
- b. After pricing, attach a **Composite Exhibit D** to this Resolution showing: (i) Maturities and Coupon of Assessment Area Two Bonds, (ii) Sources and Uses of Funds for Assessment Area Two Bonds, and (iii) Annual Debt Service Payment Due on Assessment Area Two Bonds; and
- c. Upon closing on the District's Assessment Area Two Bonds, the District's Secretary is hereby authorized and directed to record a Notice of Assessment Area Two Assessments in the Official Records of Polk County, Florida, or such other instrument evidencing the actions taken by the District. The lien of the Assessment Area Two Assessments shall be the principal amount due on the Assessment Area Two Bonds, together with interest and collection costs, and other pledged revenues as set forth in the applicable indenture(s) and shall cover all developable acreage within the Assessment Area Two, as further provided in the Assessment Area Two Assessment Roll included in the Supplemental Assessment Report, and as such land is ultimately defined and set forth in site plans or other designations of developable acreage. To the extent that land is added to the District and made subject to the master assessment lien described in the Master Assessment Report, the District may, by supplemental resolution at a regularly noticed meeting and without the need for a public hearing on reallocation, determine such land to be benefitted by the Assessment Area Two Project and reallocate the Assessment Area Two Assessments securing the Assessment Area Two Bonds in order to impose Assessment Area Two Assessments on the newly added and benefitted property.

## 5. **ALLOCATION AND COLLECTION OF THE ASSESSMENT AREA TWO ASSESSMENTS.**

- a. The Assessment Area Two Assessments shall be allocated in accordance with **Exhibit B** and the Master Assessment Report. The final Supplemental Assessment Methodology Report shall reflect the actual terms of the issuance of the Assessment Area Two Bonds. The Assessment Area Two Assessments shall be paid in not more than thirty (30) years of installments of principal and interest.
- b. The District hereby certifies the Assessment Area Two Assessments for collection and authorizes and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by Polk County and other Florida law. The District's Board each year shall adopt a

resolution addressing the manner in which the Assessment Area Two Assessments shall be collected for the upcoming fiscal year. The decision to collect Assessment Area Two Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect the Assessment Area Two Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

6. **IMPACT FEE CREDITS.** In lieu of receiving impact fee credits (if any) from any public improvements financed by the District, the District may elect to receive a contribution of infrastructure, reduce the cost of acquiring the improvements, or otherwise address the credits, as set forth in any applicable *Acquisition Agreement* between the District and the project developer.

7. **PREPAYMENT OF ASSESSMENT AREA TWO ASSESSMENTS.** Any owner of property subject to the Assessment Area Two Assessments may, at its option, pre-pay the entire amount of the Assessment Area Two Assessments any time, or a portion of the amount of the Assessment Area Two Assessments up to two (2) times (or as otherwise provided by the Supplemental Indenture for the Assessment Area Two Bonds), plus any applicable interest (as provided for in the Supplemental Indenture for the Assessment Area Two Bonds), attributable to the property subject to the Assessment Area Two Assessments owned by such owner. In connection with any prepayment of Assessment Area Two Assessments, the District may grant a discount equal to all or part of the payee's proportionate share of financing costs (e.g., reserves) to the extent such discounts are provided for under the applicable trust indenture. Except as otherwise set forth herein, The terms of the Master Assessment Resolution addressing prepayment of assessments shall continue to apply in full force and effect.

8. **APPLICATION OF TRUE-UP PAYMENTS.** The terms of the Master Assessment Resolution addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

9. **IMPROVEMENT LIEN BOOK.** Immediately following the closing on the District's Assessment Area Two Bonds, the Assessment Area Two Assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The Assessment Area Two Assessments shall be and shall remain a legal, valid and binding first lien against all benefitted property as described in **Exhibit B** until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

10. **ADDITIONAL AUTHORIZATION.** The Chairman, the Secretary, and all other Supervisors, officers and staff of the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Assessment Area Two Bonds, and final levy of the Assessment Area Two Assessments, and the consummation of all transactions in connection therewith, including the execution of all certificates, documents, papers, notices, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the this Resolution. The Vice Chairman is hereby authorized to act in the stead of the Chairman in any undertaking authorized or required of the Chairman hereunder, and

in the absence of the Chairman and Vice Chairman, any other member of the District's Board of Supervisors is so authorized, and any Assistant Secretary is hereby authorized to act in the stead of the Secretary in any undertaking authorized or required of the Secretary hereunder.

11. **CONFLICTS.** This Resolution is intended to supplement the Master Assessment Resolution, which remains in full force and effect and is applicable to the Assessment Area Two Bonds except as modified herein. This Resolution and the Master Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this Resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

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

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

**APPROVED** and **ADOPTED** this 12th day of April, 2023.

ATTEST:

**WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson

**Exhibit A:** *Amended and Restated Engineer's Report of Capital Improvements*, dated March 31, 2023  
**Exhibit B:** *Supplemental Assessment Methodology for Assessment Area Two*, dated April 12, 2023  
**Exhibit C:** Legal Description of Assessment Area Two  
**Comp. Exhibit D:** Maturities and Coupon of Assessment Area Two Bonds  
Sources and Uses of Funds for Assessment Area Two Bonds  
Annual Debt Service Payment Due on Assessment Area Two Bonds

## **EXHIBIT A**



*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*

*March 31, 2023*

---

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

WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT

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EXHIBIT 1	- Location Map with District Boundary
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
EXHIBIT 5	- Zoning Map
EXHIBIT 6	- Future Land Use Map
EXHIBIT 7	- Utility Location Map
EXHIBIT 8	- Drainage Map
EXHIBIT 9	- Summary of District Facilities
EXHIBIT 10	- Summary of Opinion of Probable Costs
EXHIBIT 11	- Overall Site Plan

**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 the incremental cost of the 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 the incremental cost of the 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**

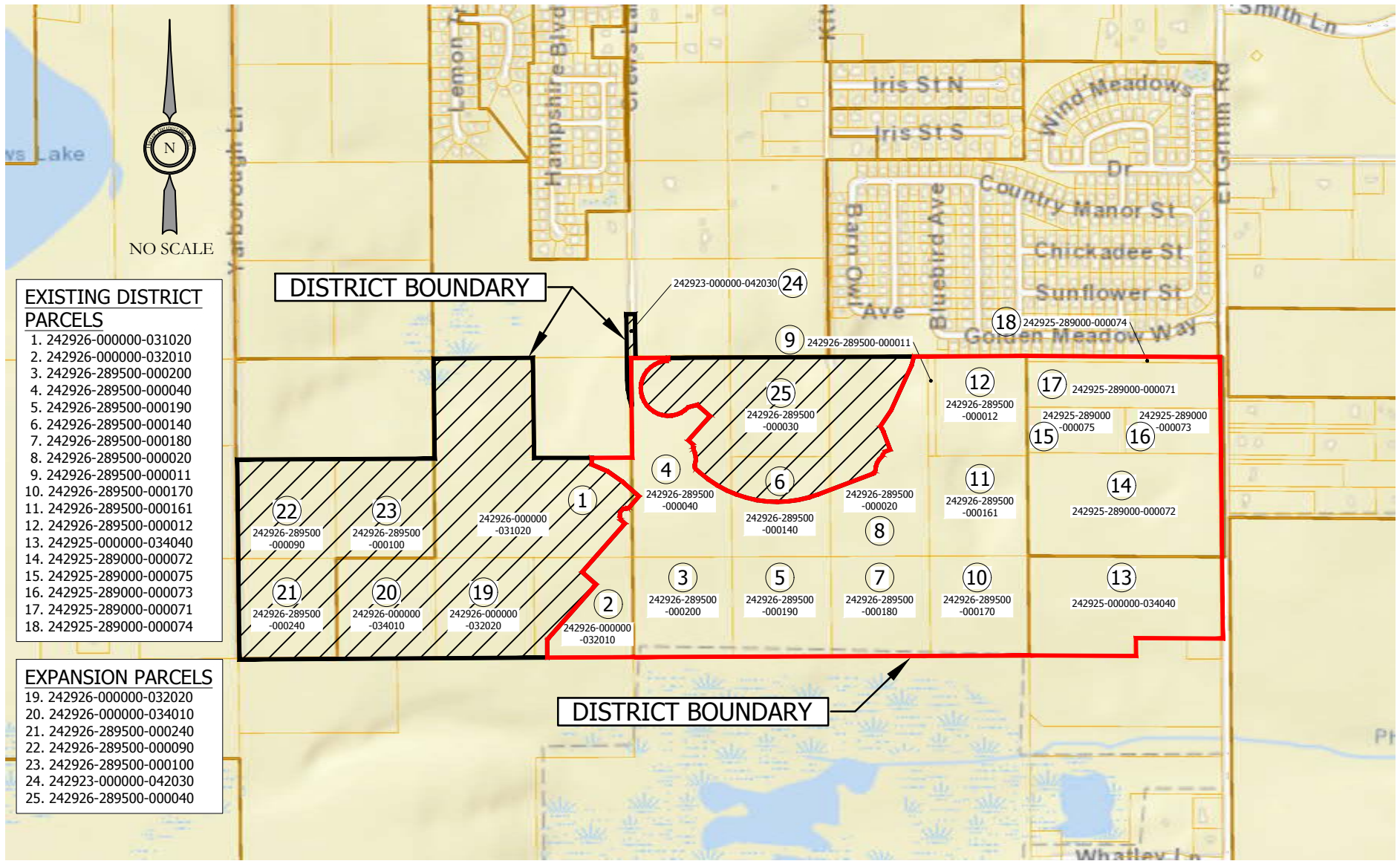
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, 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**

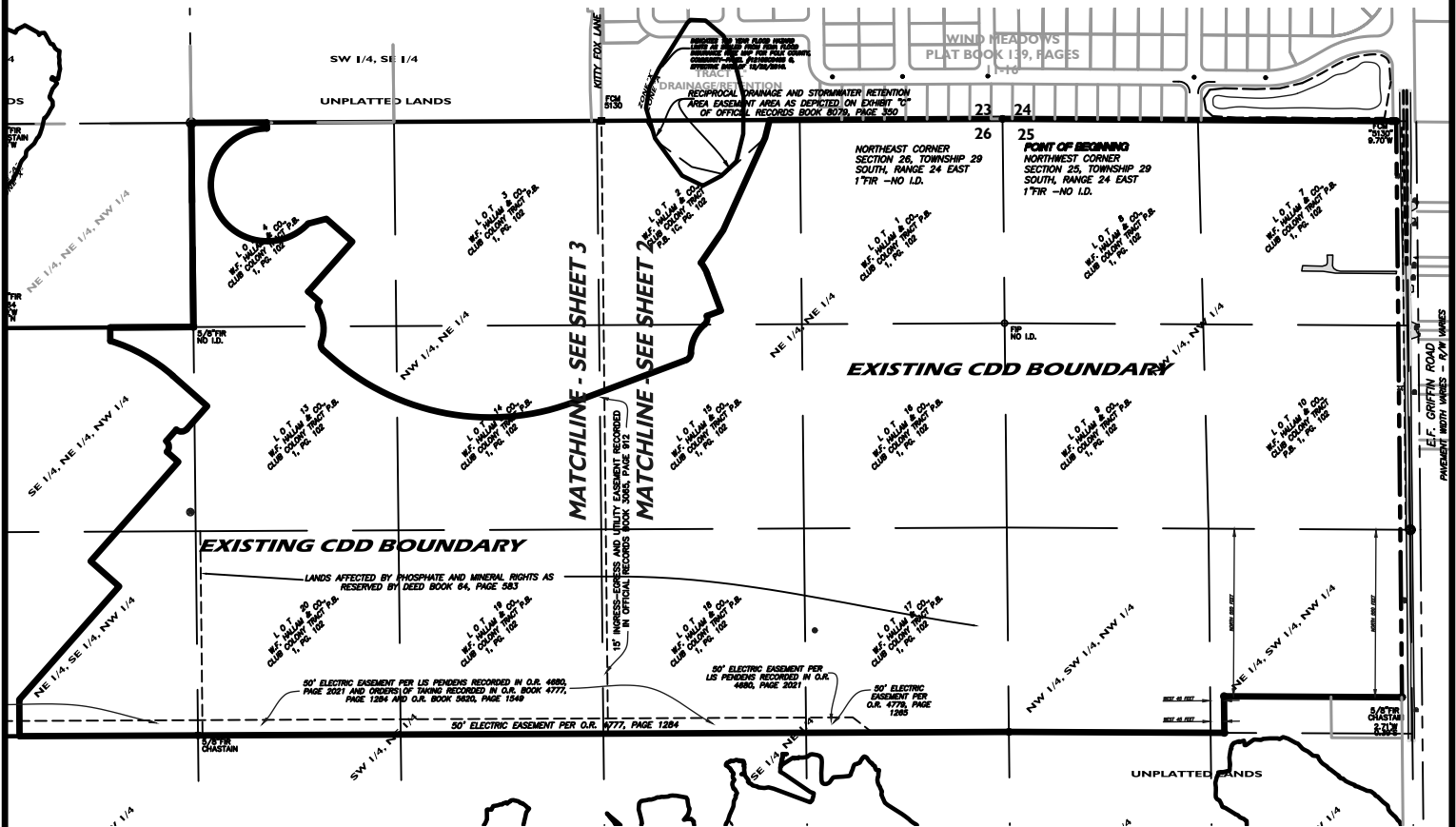
— COMMUNITY DEVELOPMENT  
DISTRICT BOUNDARY

Date: June 7, 2022

Exhibit 1

# COMPOSITE EXHIBIT "2"

North 1" = 600'



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

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:  
SURVEYING AND MAPPING BUSINESS - LB 8135

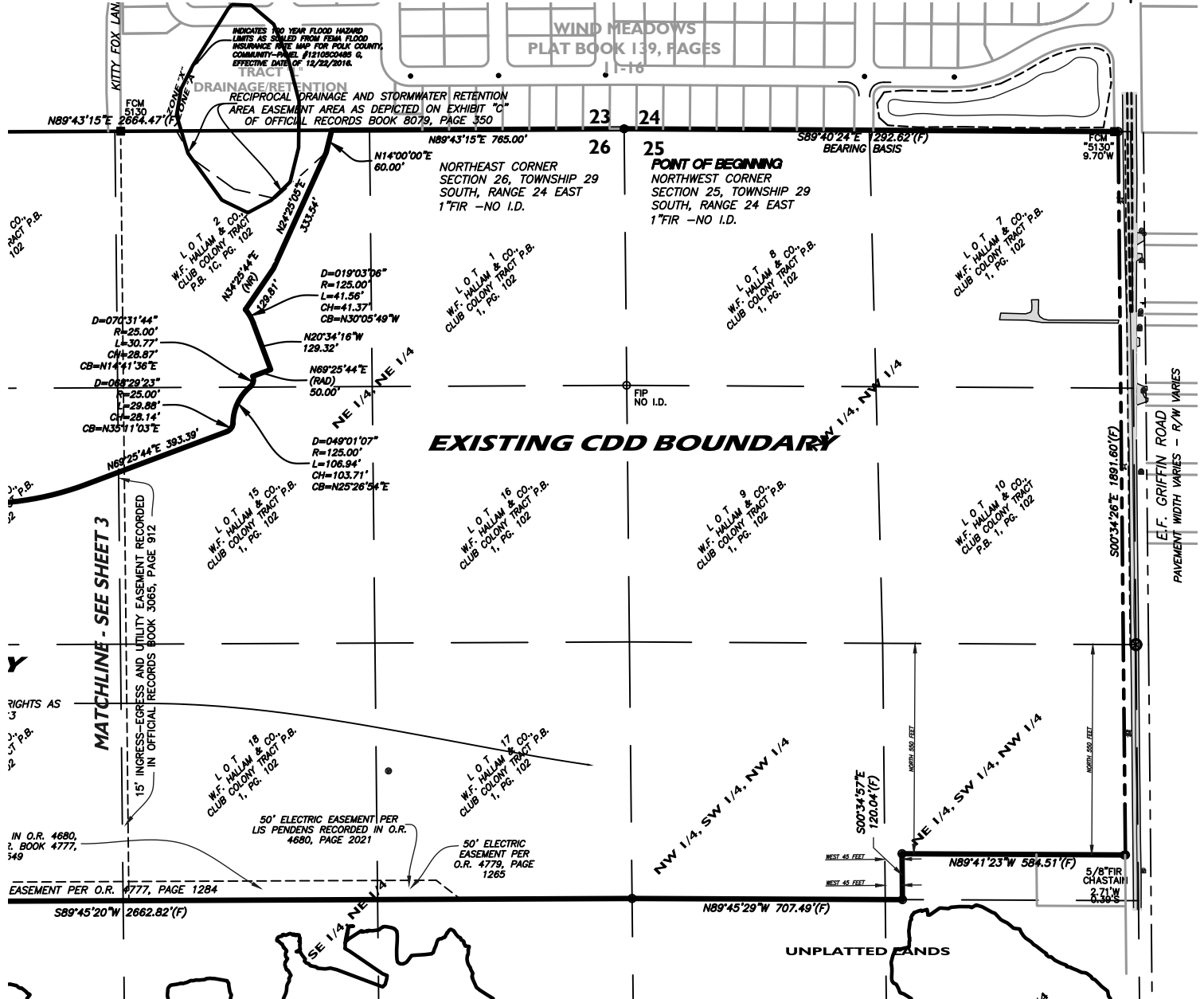
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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "2"

North 1" = 400'



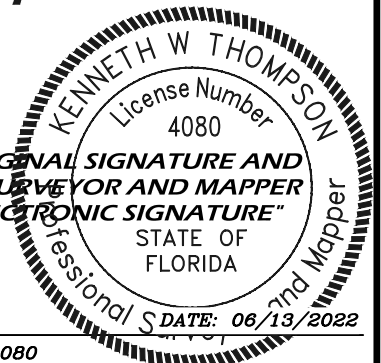
## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 2 OF 5

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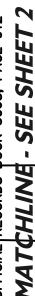
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KENNETH W. THOMPSON P.L.S. #4080

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

## 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

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 "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  
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AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE  
OR A DIGITAL SIGNATURE AFFIXED HERETO.



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

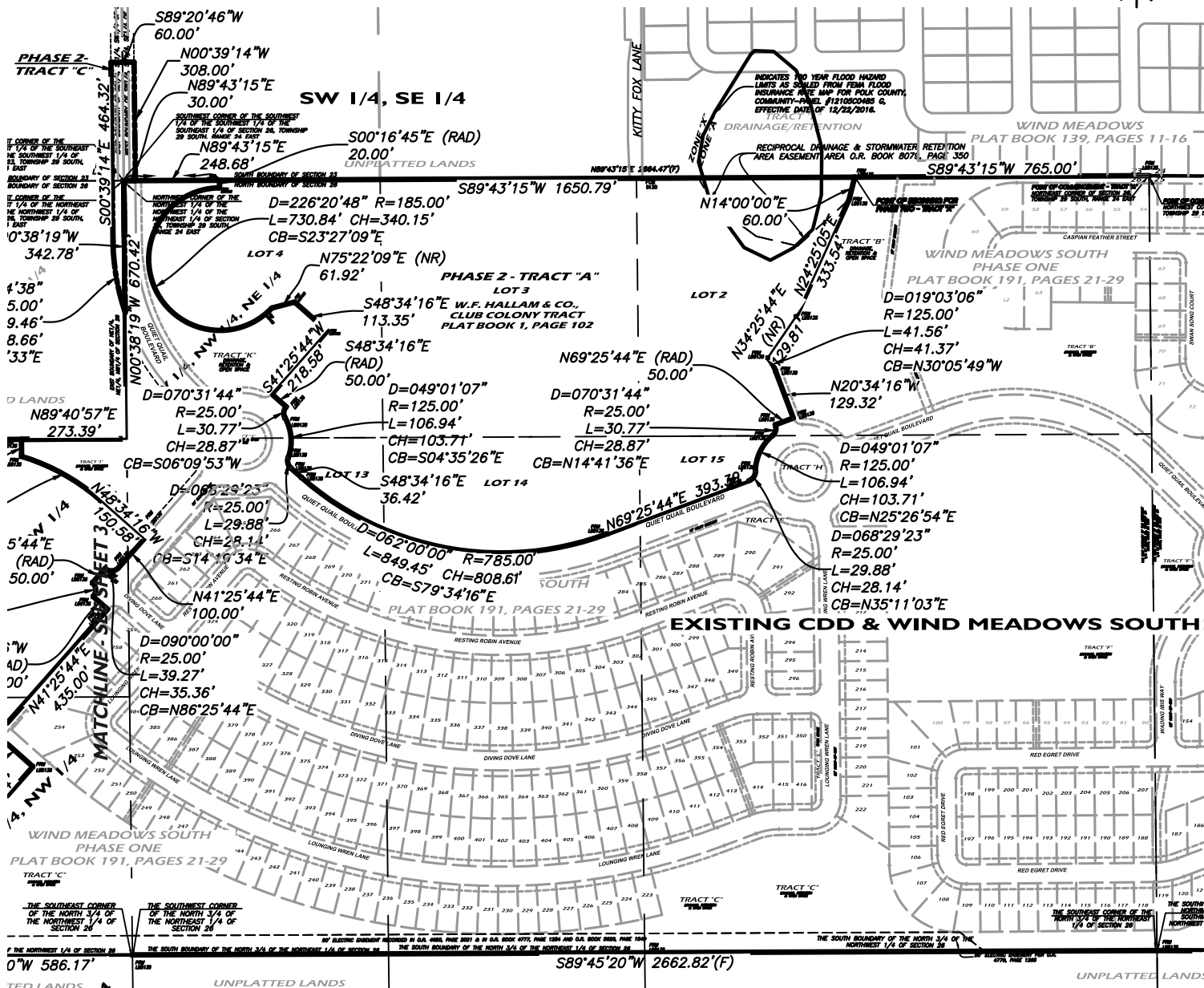






# COMPOSITE EXHIBIT "3"

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.



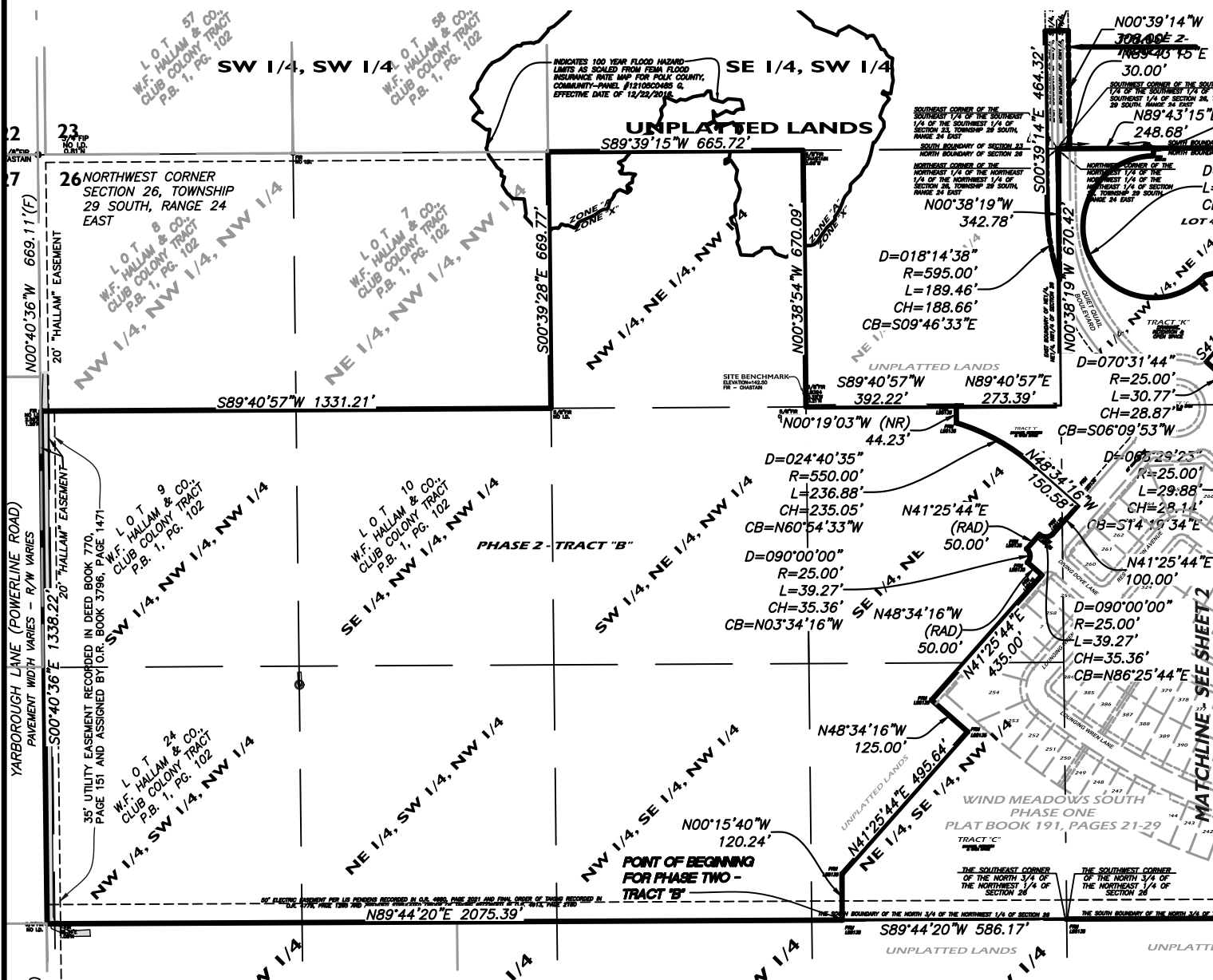
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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "3"



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

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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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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

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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

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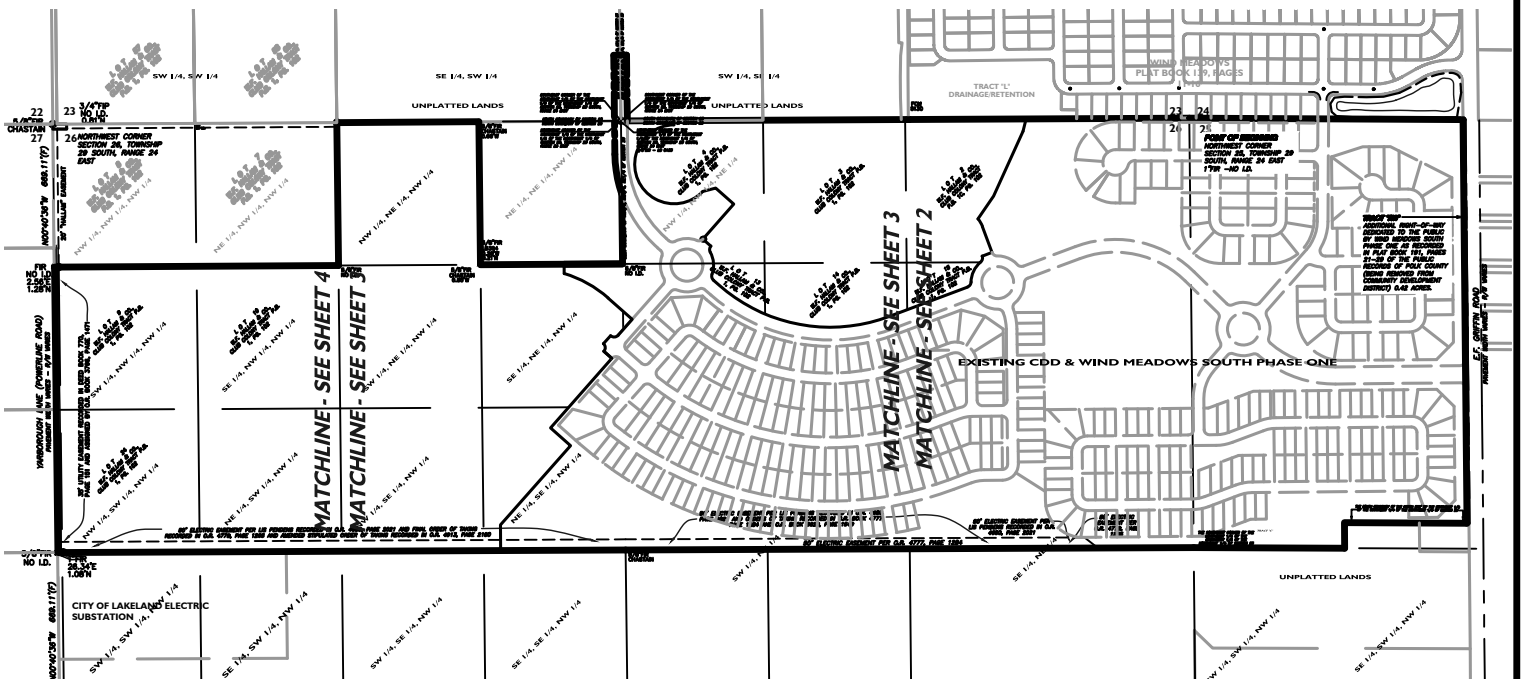
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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "4"



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

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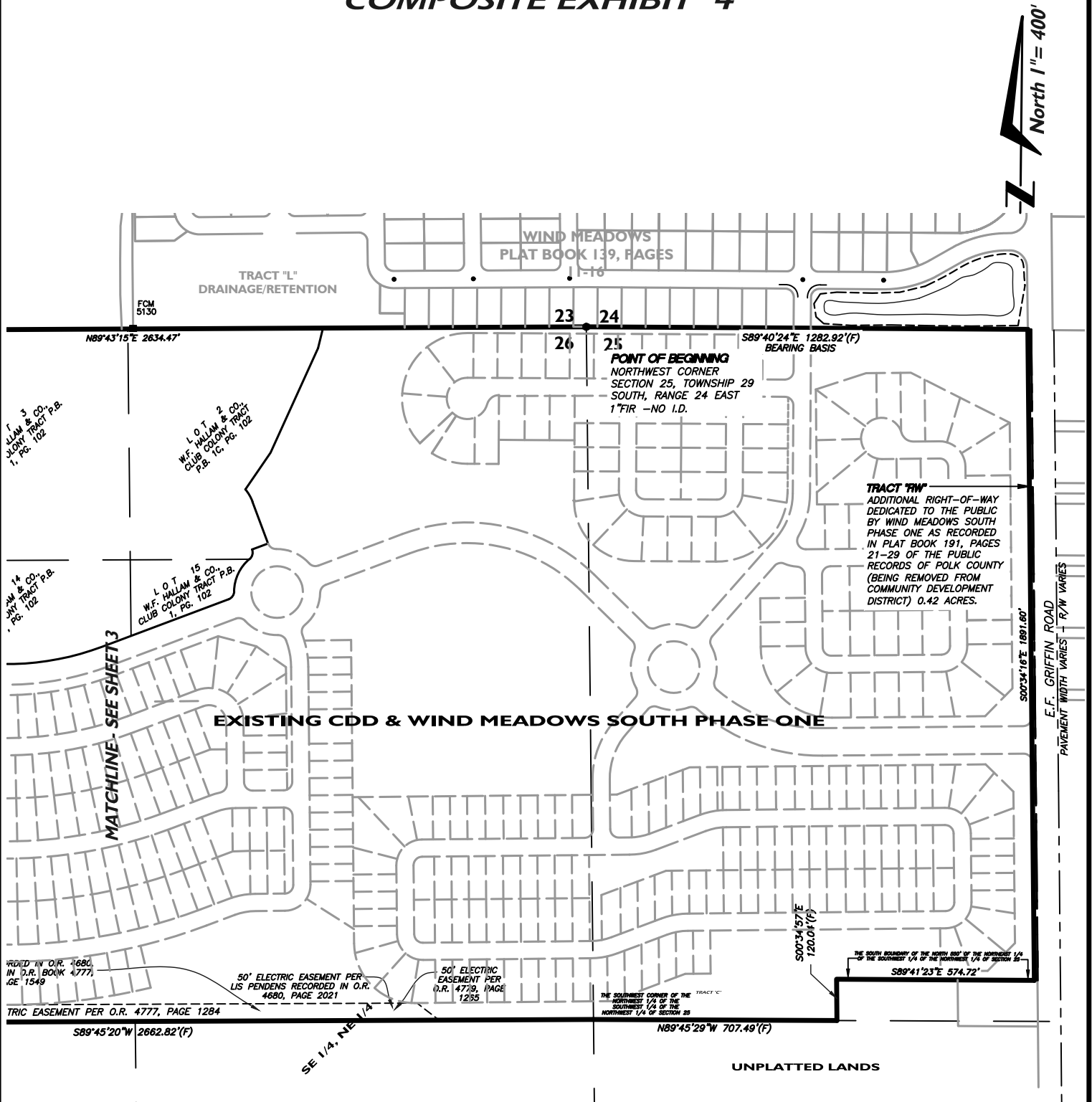
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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "4"



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

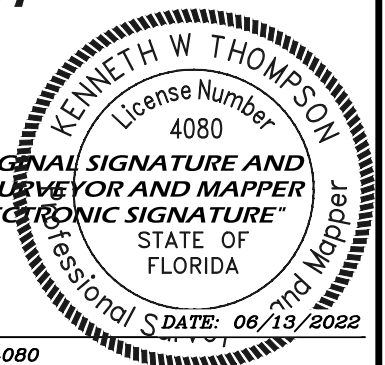
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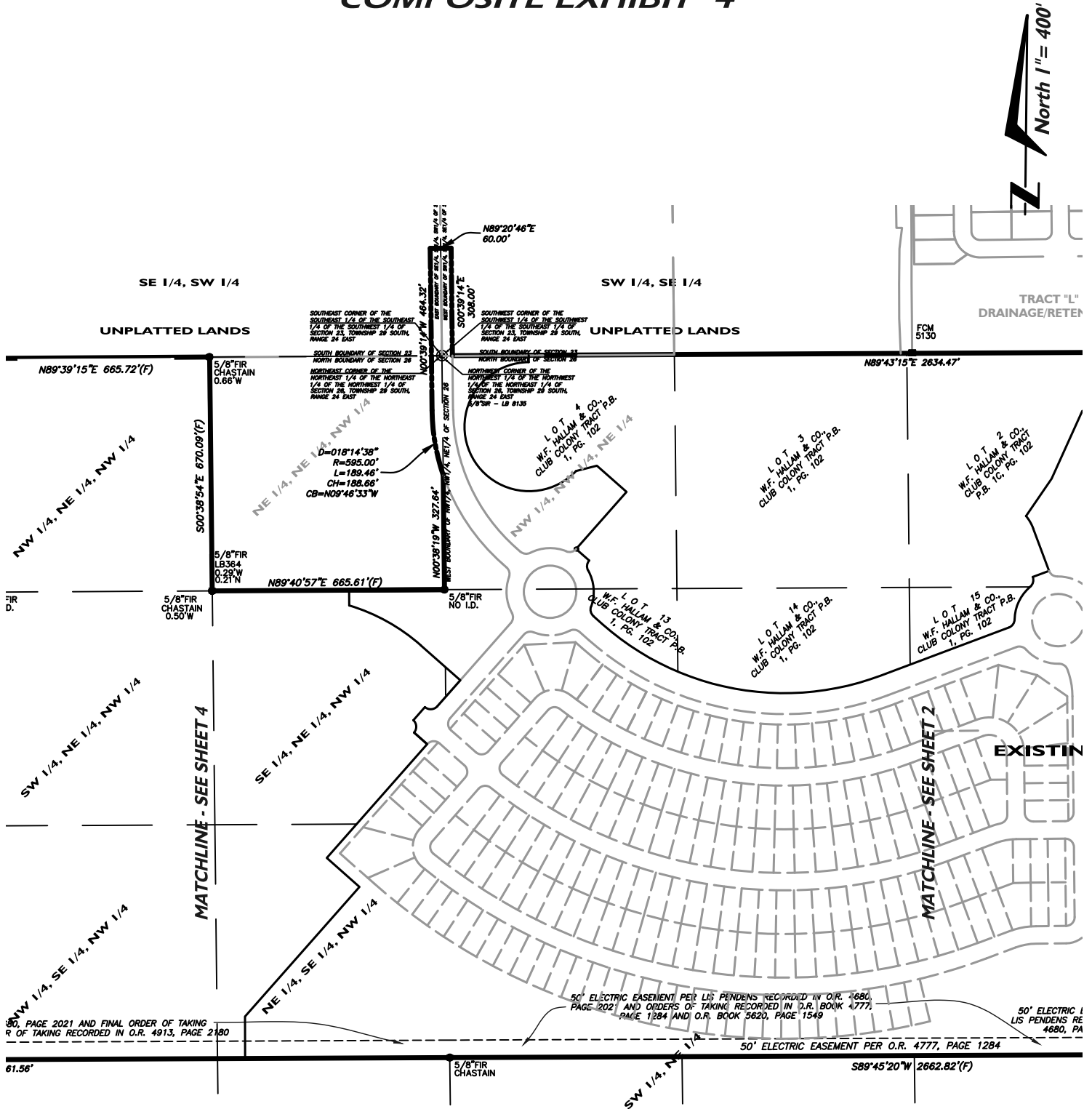
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# COMPOSITE EXHIBIT "4"



## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 3 OF 5

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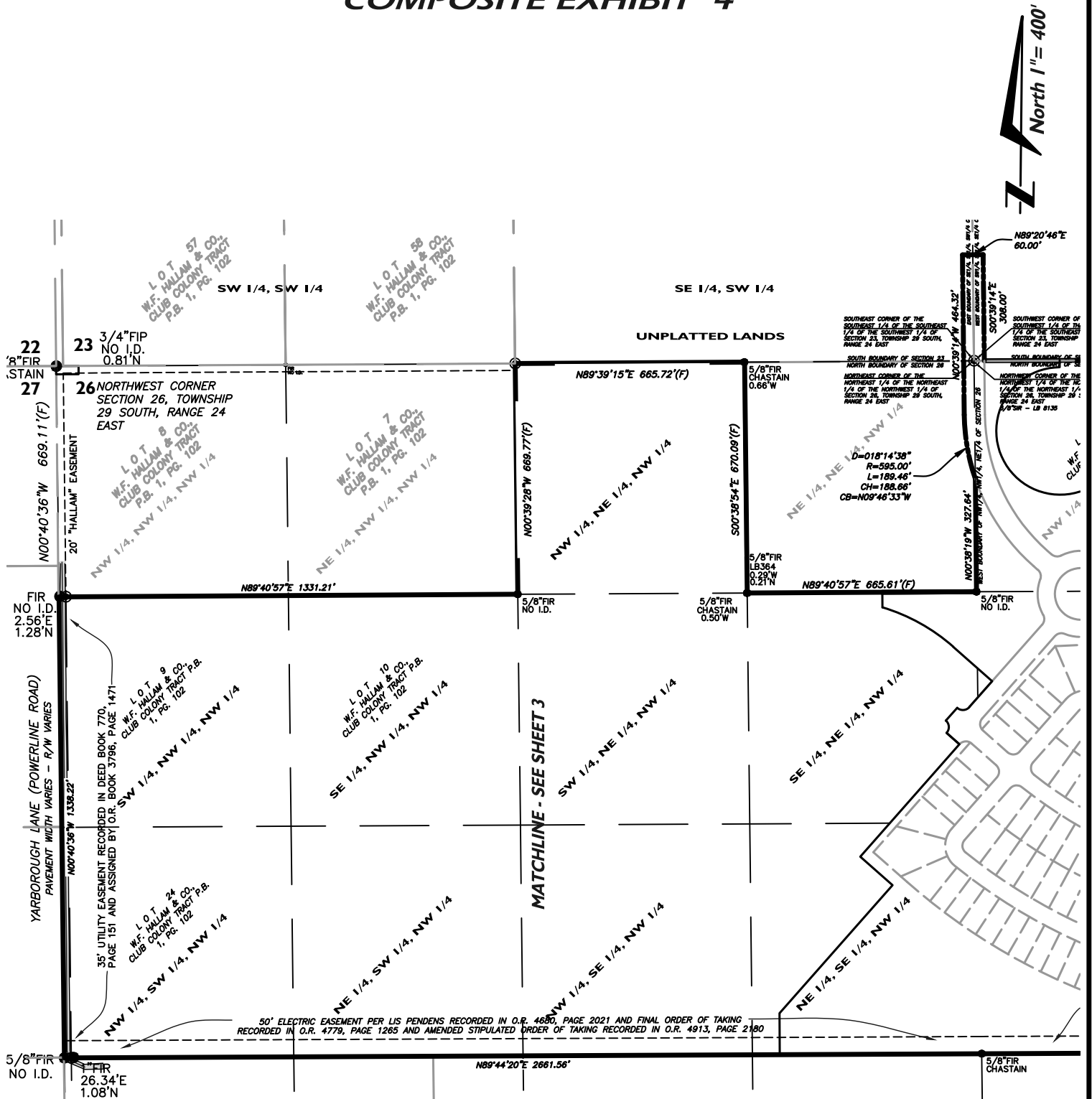
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KENNETH W. THOMPSON P.L.S. #4080



# COMPOSITE EXHIBIT "4"



## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 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.

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

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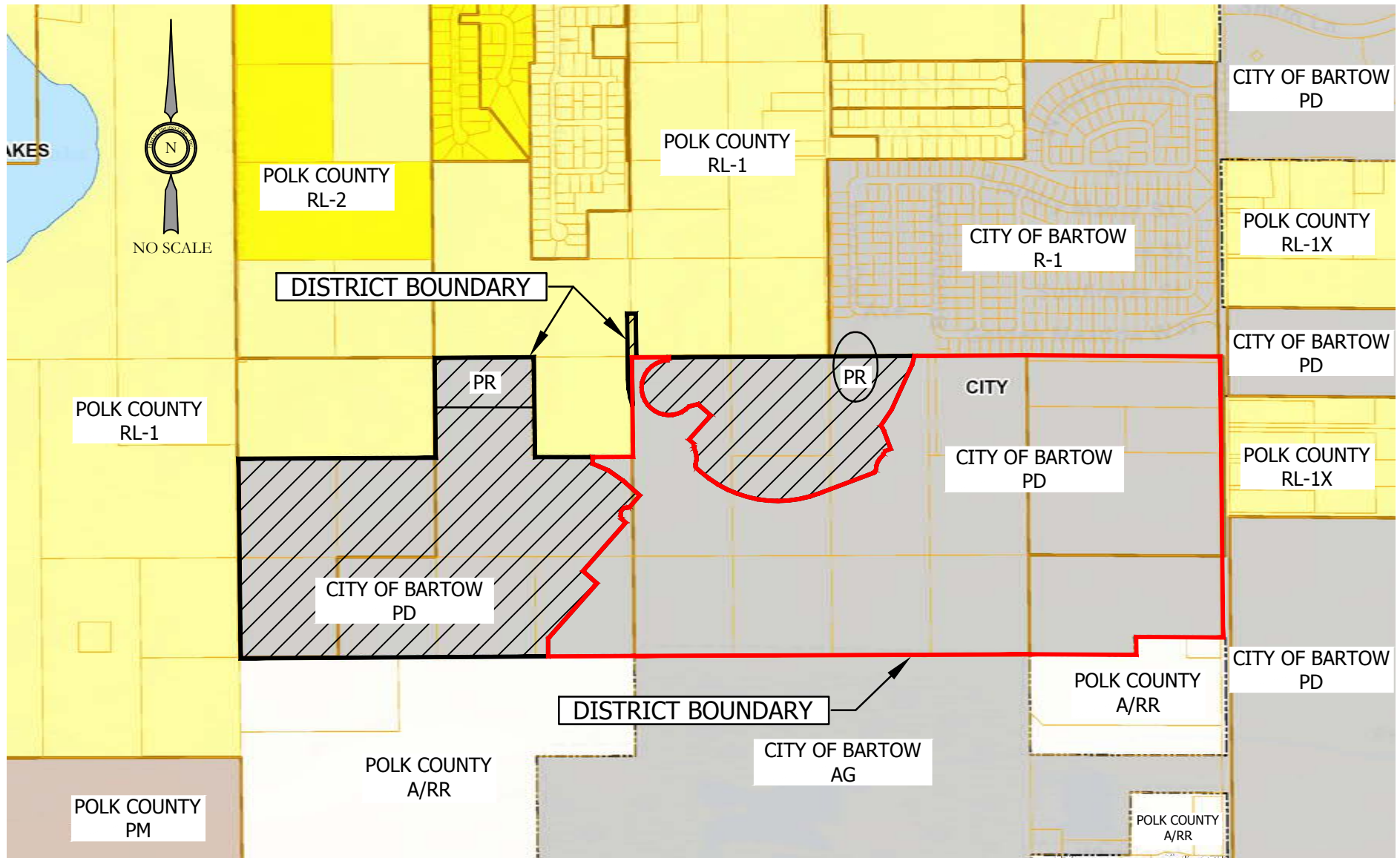
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KENNETH W. THOMPSON P.L.S. #4080



**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

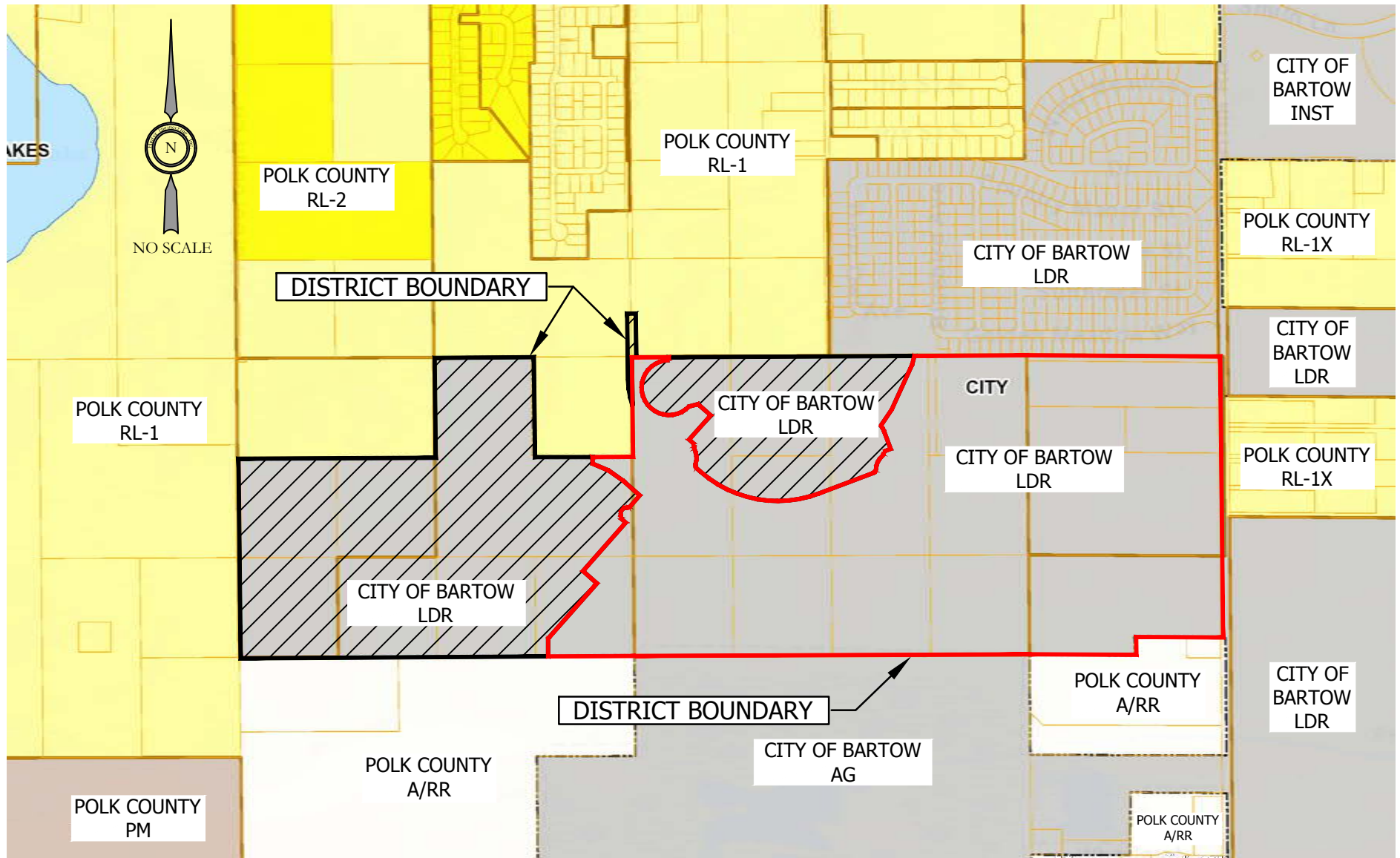
**LEGEND**

	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**





**FUTURE LAND USE 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**

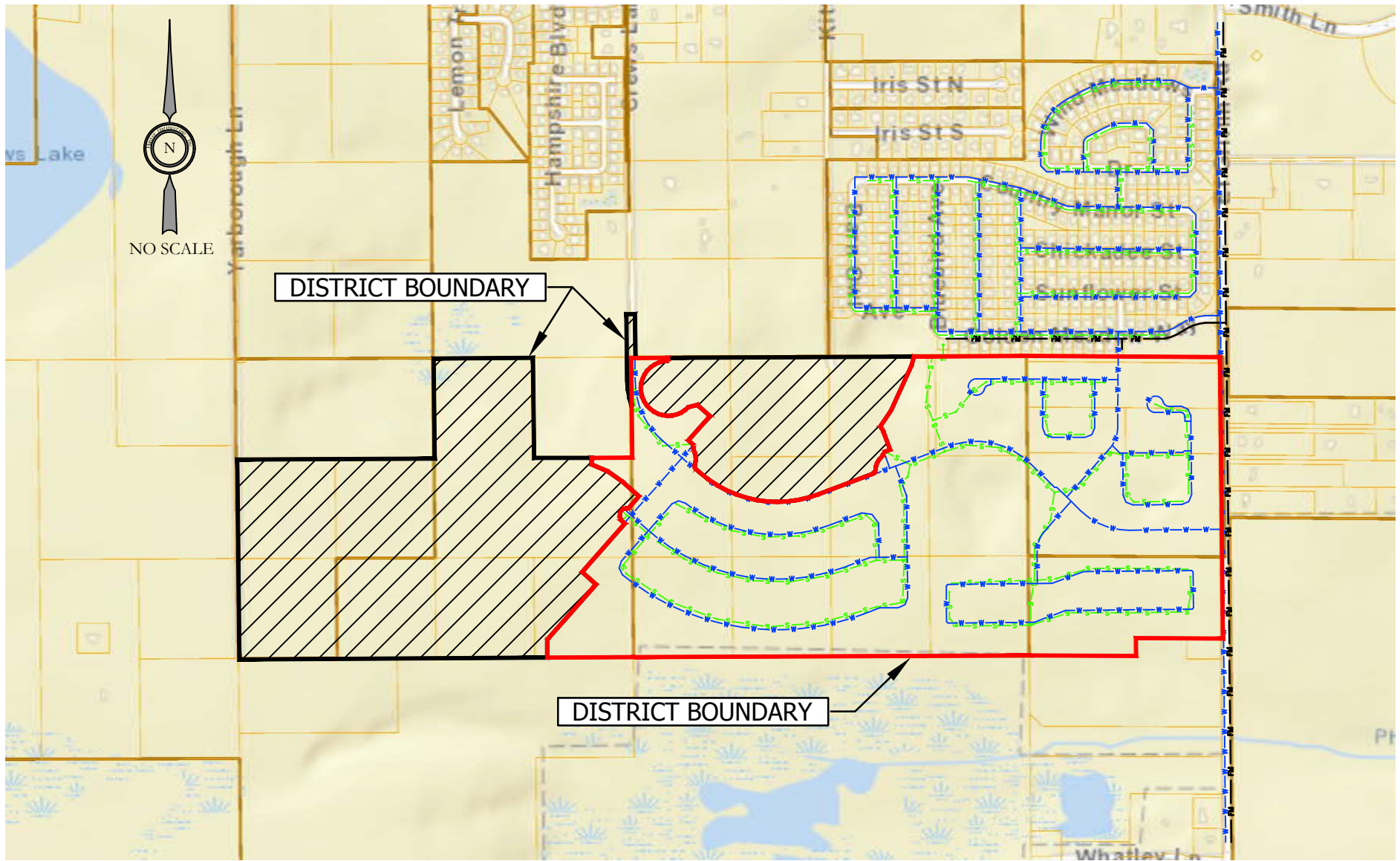
**AG** - (AGRICULTURE) CITY OF BARTOW

**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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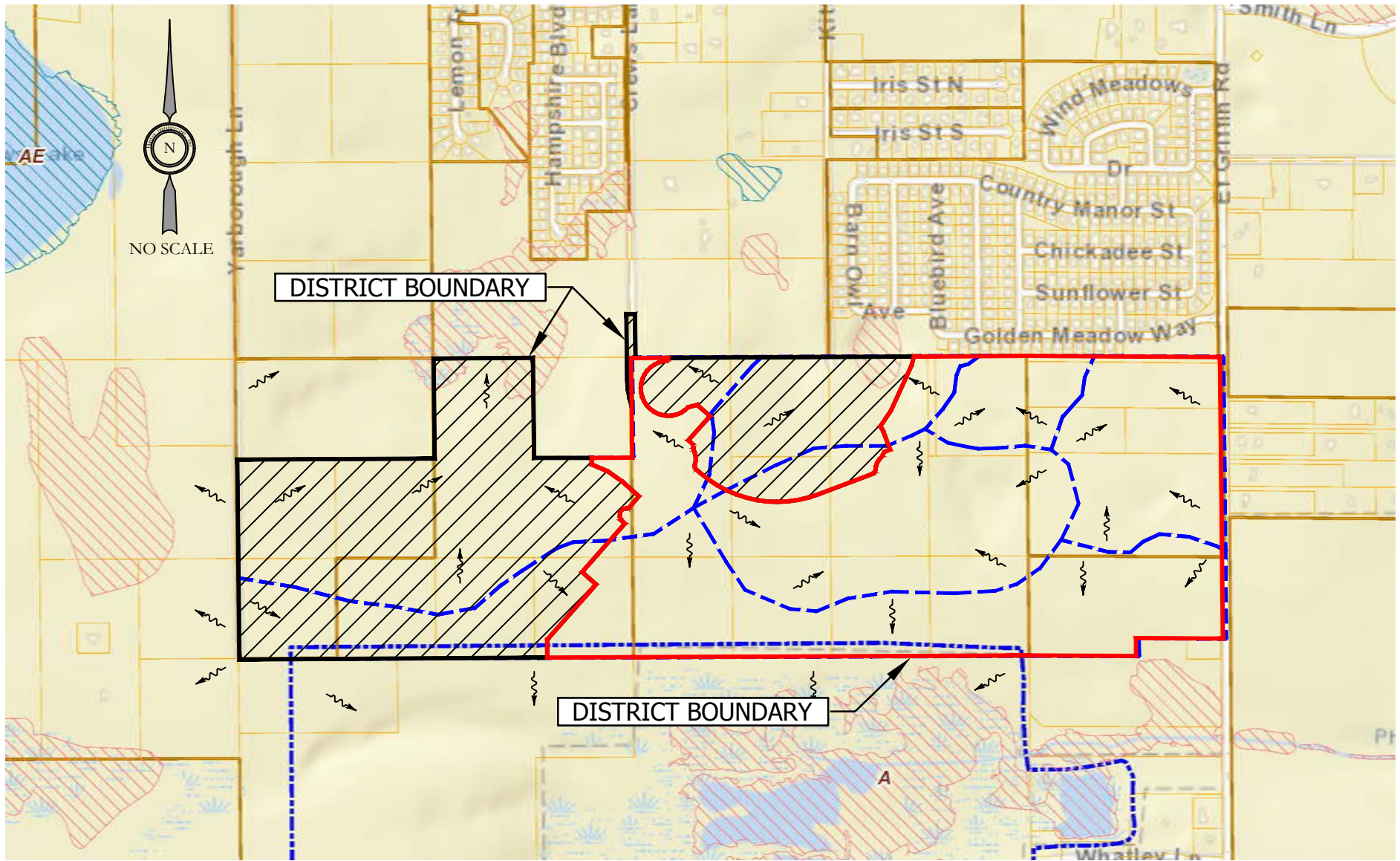
LEGEND

- 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  
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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 the incremental cost of the 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



## **EXHIBIT B**

**SUPPLEMENTAL  
ASSESSMENT METHODOLOGY  
FOR ASSESSMENT AREA TWO**

**FOR  
WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: April 12, 2023**

**Prepared by**

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



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**GMS-CF, LLC does not represent the Wind Meadows South 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 Wind Meadows South Community Development District with financial advisory services or offer investment advice in any form.**

## **1.0 Introduction**

The Wind Meadows South Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the “District”), as amended. The District plans to issue up to \$8,500,000 of tax exempt bonds (the “Assessment Area Two Bonds” or “Bonds”) for the purpose of financing certain infrastructure improvements (the “Assessment Area Two Project”) within the District described in the Amended and Restated Engineer’s Report dated March 31, 2023 prepared by Hunter Engineering, Inc. as may be amended and supplemented from time to time (the “Engineer’s Report”). The construction and/or acquisition of the Assessment Area Two Project will provide special benefit to the property owners within Assessment Area Two within the District.

### **1.1 Purpose**

This Supplemental Assessment Methodology Report for Assessment Area Two supplements the Amended and Restated Master Assessment Methodology dated January 11, 2023 (together the “Assessment Report”) and provides for an assessment methodology for allocating the Assessment Area Two Bonds incurred by the District to benefiting properties within Assessment Area Two within the District. This Assessment Report allocates the Assessment Area Two Bonds to properties within Assessment Area Two based on the special benefits each receives from the District’s capital improvement plan (“CIP”). This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District has imposed non ad valorem special assessments on the benefited lands within Assessment Area Two within the District 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 Chapter 197.3632, Florida Statutes or any other legal means of collection 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, a homeowner’s association, or any other unit of government.

### **1.2 Background**

The District consists of approximately 273.39 acres in Polk County, Florida. Assessment Area Two, a designated area within the District, is planned to include 419 residential units. The proposed land use for Assessment Area Two is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified accordingly.

The public improvements contemplated by the District in the CIP that will be funded with the available net proceeds of the Assessment Area Two Bonds will provide

facilities that benefit the assessable property within the District. The CIP is delineated in the Engineer's Report. Specifically, the District may construct and/or acquire certain stormwater management facilities, utility facilities, roadways, and contingencies. Only a portion of the CIP constituting the Assessment Area Two Project will be funded with the available net proceeds of the Assessment Area Two Bonds. 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 and services that may be provided by the District and the estimated costs to implement the CIP to be financed with the Assessment Area Two Bonds.
2. The District Engineer determines the assessable acres within Assessment Area Two that benefit from the District's CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct CIP.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis within Assessment Area Two. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number and type of platted units.

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

Improvements undertaken by the District create special and peculiar benefits to the assessable property within Assessment Area Two, different in kind and degree than general benefits, for properties within its borders but outside of Assessment Area Two 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 the assessable property within Assessment Area Two within the District. The implementation of the CIP enables properties within its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District and development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside of the District and outside of Assessment Area Two within the District will benefit from the provision of the District's CIP. However, these benefits will be incidental to the District's portion of the CIP financed with a portion of the Assessment Area Two Bonds, which is designed solely to meet the needs of property within Assessment Area Two within the District. Properties outside the District boundaries and outside of

Assessment Area Two within the District do not depend upon the District's CIP. The property owners within Assessment Area Two within the District are therefore receiving special benefits not received by those outside the District's boundaries and outside of Assessment Area Two within the District.

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

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

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

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

## **1.5 Special Benefits Exceed the Costs Allocated**

The special benefits provided to the property owners within Assessment Area Two within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the portion of District's CIP that is necessary to support full development of Assessment Area Two will cost approximately \$8,770,285. The District's Underwriter has determined that financing costs required to fund a portion of the infrastructure improvements for the Assessment Area Two Project, the cost of issuance of the Bonds, funding capitalized interest, and the funding of the debt service reserve account are not to exceed \$8,500,000. Additionally, funding required to complete the CIP not funded with the proceeds of the Assessment Area Two Bonds is anticipated to be funded by Wind Meadows South 2 LLC (the "Developer"). Without the CIP, the property within District would not be able to be developed and occupied by future residents of the community.

## **2.0 Assessment Methodology**

### **2.1 Overview**

The District plans to issue \$7,405,000 in Assessment Area Two Bonds to fund a portion of the District's CIP representing the Assessment Area Two Project, provide for a debt service reserve account, fund capitalized interest, and cost of issuance. It is the purpose of this Assessment Report to allocate the \$7,405,000 in debt to the properties within Assessment Area Two benefiting from the CIP.

Table 1 identifies the proposed land uses as identified by the Developer of the land within Assessment Area Two within the District. The District has relied on the

Engineer's Report for the CIP needed to support the development; these estimated construction costs are outlined in Table 2. The improvements needed to support Assessment Area Two are described in detail in the Engineer's Report and are estimated to cost \$8,770,285. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for a portion of the CIP representing the Assessment Area Two Project and related costs was determined by the District's Underwriter to total \$7,405,000. Table 3 shows the breakdown of the bond sizing for the Assessment Area Two.

## **2.2 Allocation of Debt**

Allocation of debt is a continuous process until the development plan is completed. The portion of the CIP funded by the Assessment Area Two Bonds benefits all developable acres within Assessment Area Two within the District.

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

Once platting or the recording of declaration of condominium, ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the planned 419 residential units within the District, which are the beneficiaries of the CIP, as depicted in Table 5 and Table 6. If there are changes to the 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 may be supplemented from time to time.

## **2.3 Allocation of Benefit**

The CIP consists of stormwater management facilities, utility facilities, roadways, and contingencies. There is one residential product type within the Assessment Area Two as reflected in Table 1. The single family 50' lot has been set as the base unit and has been assigned one equivalent residential unit ("ERU") per lot. The CIP for the District

is reflected in Table 2. There may be other improvements constructed, but not funded by the Assessment Area Two Bonds. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the CIP on the particular units exceeds the cost that the units 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 the proposed Assessment Area Two Project will provide several types of systems, facilities and services for its residents. These include stormwater management facilities, utility facilities, roadways, and contingencies. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

For the provision of the Assessment Area Two Project relating to the Development, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of 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 non-ad valorem special assessment levied for the improvement or the debt as allocated.

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

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

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's Assessment Area Two Project relating to the Development have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.



Accordingly, no acre or parcel of property within Assessment Area Two within the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar 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 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 per unit debt allocation assuming all anticipated units are platted, built and sold as planned, and the Assessment Area Two Project are developed or acquired and financed by the District.

### **3.0 True Up Mechanism**

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

### **4.0 Assessment Roll**

The District will initially distribute the liens across the property within Assessment Area Two within the District boundaries on a gross acreage basis. As Assigned Property becomes 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 changes, then the District will update Table 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. At this time the debt associated with the District's CIP will be distributed evenly across

the acres within the District. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

<p>TABLE 1</p> <p>WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT</p> <p>DEVELOPMENT PROGRAM</p> <p>SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA 2</p>
---

Land Use*	Phase 2	Total	ERUs per Unit (1)	Total ERUs
Single Family - 50'	419	419	1.00	419.00
Total Units	419	419		419.00

(1) Benefit is allocated on an ERU basis; based on density of planned development, with the Single Family 50' lot as the base unit at 1 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  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA 2

Capital Improvement Plan ("CIP") (1)	Phase 2	
Offsite Improvements	\$	-
Stormwater Management	\$	3,122,356
Utilities (Water, Sewer, & Street Lighting)	\$	3,350,630
Roadway	\$	1,500,000
Entry Feature	\$	-
Parks and Amenities	\$	-
Contingencies	\$	797,299
	\$	8,770,285

(1) A detailed description of these improvements is provided in the Engineer's Report dated March 31, 2023.

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
BOND SIZING  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA 2

**Bond Sizing**

Description		Phase 2
Construction Funds	\$	6,284,774
Debt Service Reserve	\$	523,750
Capitalized Interest	\$	248,376
Underwriters Discount	\$	148,100
Cost of Issuance	\$	200,000
<b>Par Amount*</b>	<b>\$</b>	<b>7,405,000</b>

Bond Assumptions:

Average Coupon	5.75%
Amortization	30 Years
Capitalized Interest	7 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  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA 2

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family - 50'	419	1.00	419.00	100.00%	\$ 8,770,284.56	\$ 20,931.47
	419		419.00	100.00%	\$ 8,770,284.56	

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

TABLE 5  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA 2

Land Use	No. of Units *	Total Improvements Costs Per Product	Allocation of Par Debt Per Product	Par Per Unit
		Type	Type	
Single Family - 50'	419	\$ 8,770,285	\$ 7,405,000	\$ 17,673
	419	\$ 8,770,285	\$ 7,405,000	\$ 17,673

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA 2

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)
Single Family - 50'	419	\$ 7,405,000	\$ 17,673	\$ 523,750	\$ 1,250	\$ 1,344
	419	\$ 7,405,000		\$ 523,750		

(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  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA 2

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)
Wind Meadows South 2 LLC	See Attached Legal	114.14	\$ 64,876	\$ 7,405,000	\$ 523,750	\$ 563,172
<b>Totals</b>		<b>114.14</b>		<b>\$ 7,405,000</b>	<b>\$ 523,750</b>	<b>\$ 563,172</b>

\* - See Legal Attached

Annual Assessment Periods	30
Projected Bond Rate (%)	5.75%
Maximum Annual Debt Service	\$523,750

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

Prepared by: Governmental Management Services - Central Florida, LLC

# Exhibit A

## **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 NOT A BOUNDARY SURVEY**

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.



1925 Bartow Road, Suite 101, Lakeland, Florida 33801  
(863) 904-4699 - kthompson@platinumsurveying.com

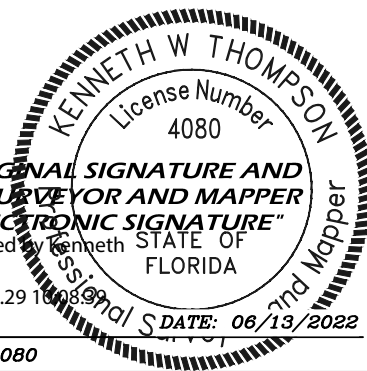
**STATE OF FLORIDA AUTHORIZATION FOR:  
SURVEYING AND MAPPING BUSINESS - LB 8135**

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

**Kenneth W  
Thompson**

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Date: 2022.06.29 16:08:39  
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KENNETH W. THOMPSON P.L.S. #4080



## **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**

### **NOT A BOUNDARY SURVEY**

THE SEAL APPEARING ON THIS DOCUMENT WAS  
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AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE  
OR A DIGITAL SIGNATURE AFFIXED HERETO.



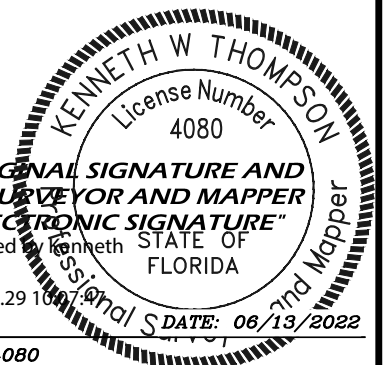
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**Kenneth W  
Thompson**

Digitally signed by Kenneth W Thompson  
Date: 2022.06.29 16:07:09  
-04'00'



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

## **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 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 NOT A BOUNDARY SURVEY**

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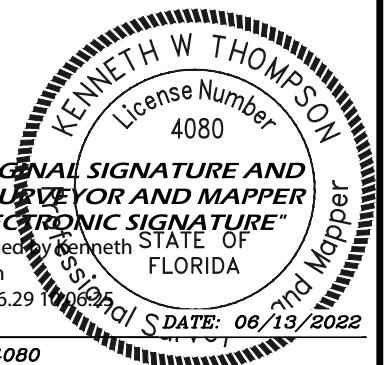
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**Kenneth W  
Thompson**

Digitally signed by Kenneth W Thompson  
STATE OF FLORIDA

Date: 2022.06.29 10:06:25  
-04'00'

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



## EXHIBIT C

### 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.

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 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.



## **COMPOSITE EXHIBIT D**

## SECTION VI

# SECTION A

# SECTION 1



*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*

*March 31, 2023*

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

WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT

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## LIST OF EXHIBITS

EXHIBIT 1	- Location Map with District Boundary
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
EXHIBIT 5	- Zoning Map
EXHIBIT 6	- Future Land Use Map
EXHIBIT 7	- Utility Location Map
EXHIBIT 8	- Drainage Map
EXHIBIT 9	- Summary of District Facilities
EXHIBIT 10	- Summary of Opinion of Probable Costs
EXHIBIT 11	- Overall Site Plan

**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 the incremental cost of the 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 the incremental cost of the 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**

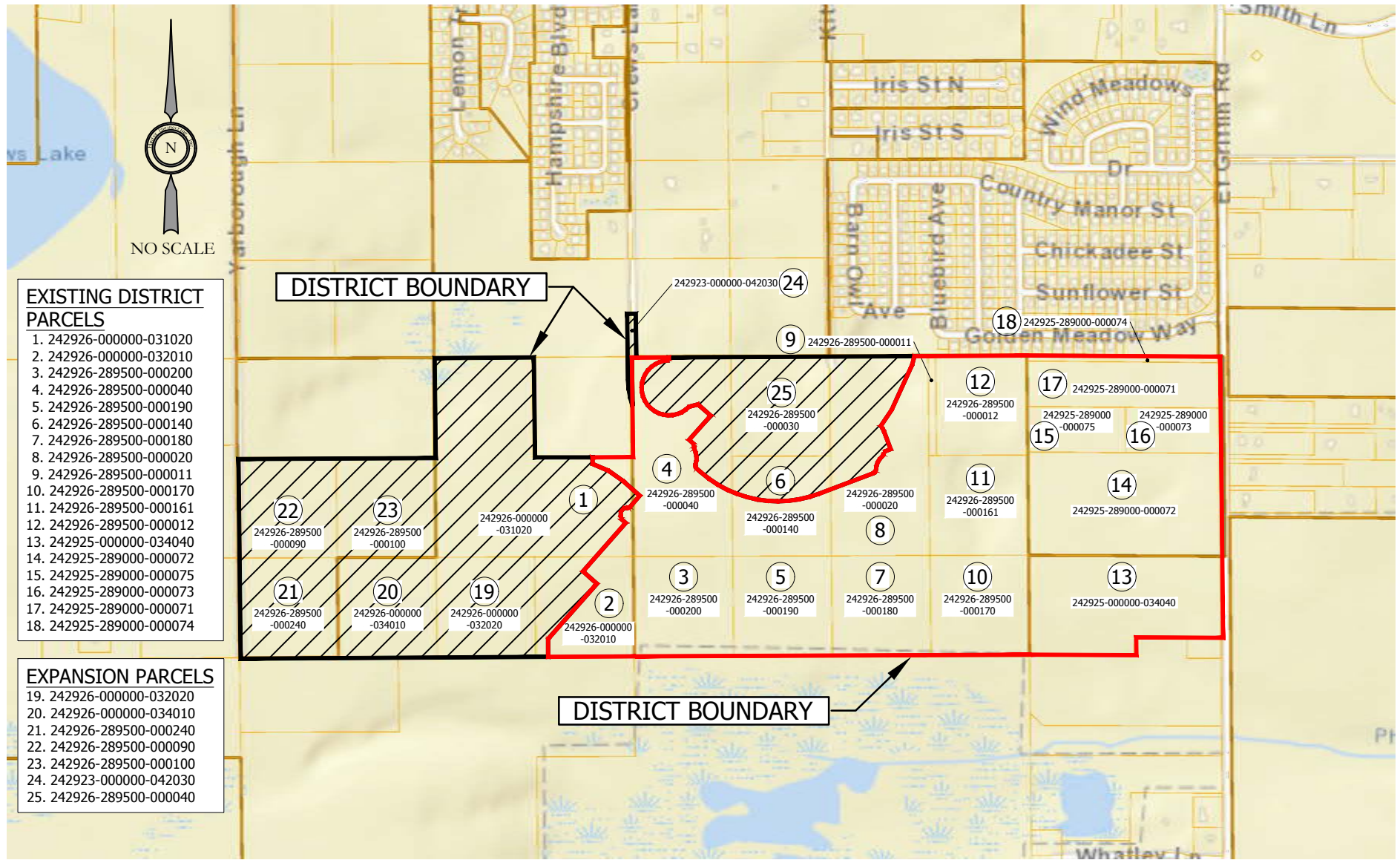
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, 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**

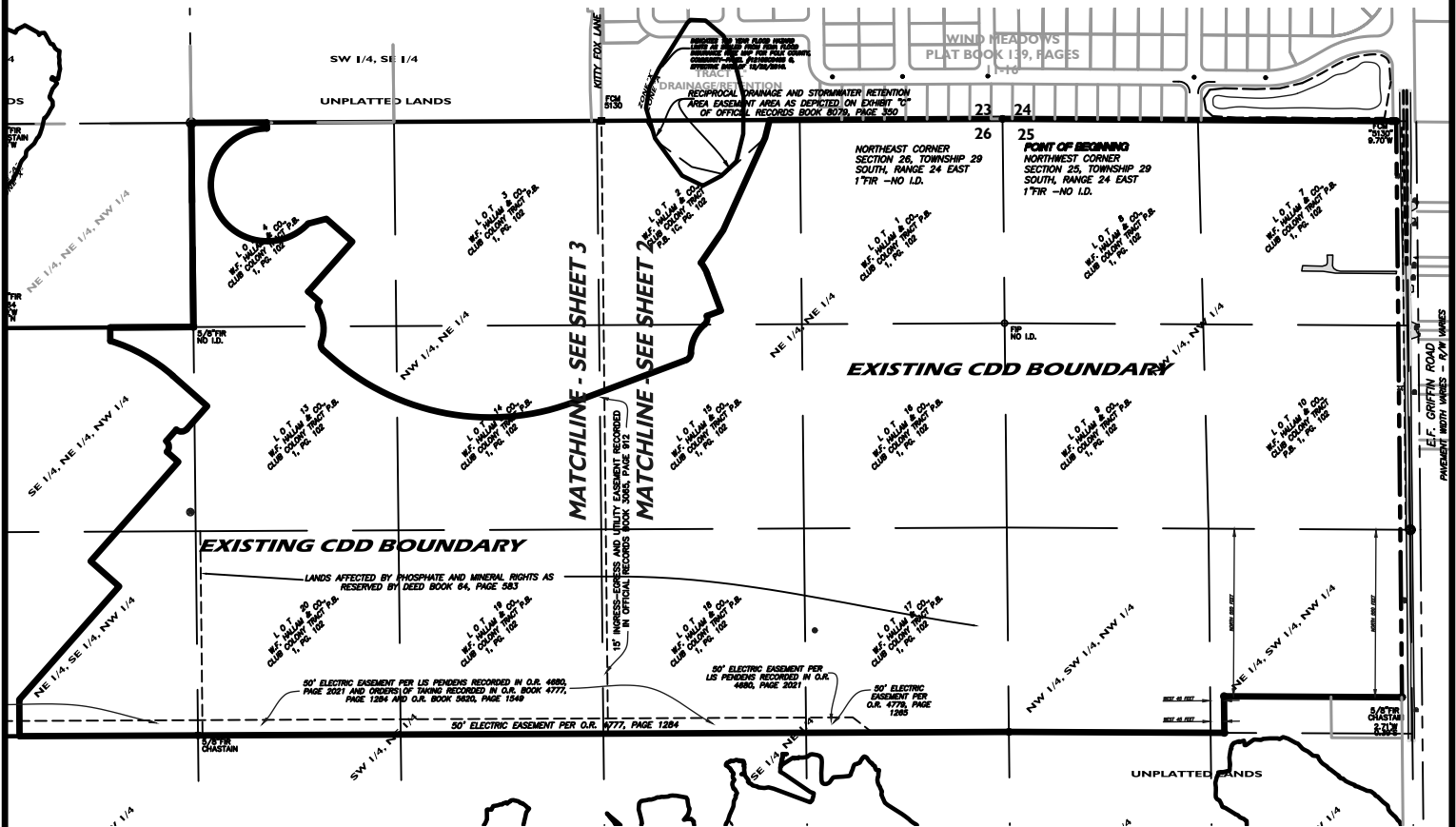
— COMMUNITY DEVELOPMENT  
DISTRICT BOUNDARY

Date: June 7, 2022

Exhibit 1

# COMPOSITE EXHIBIT "2"

North 1" = 600'



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

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:  
SURVEYING AND MAPPING BUSINESS - LB 8135

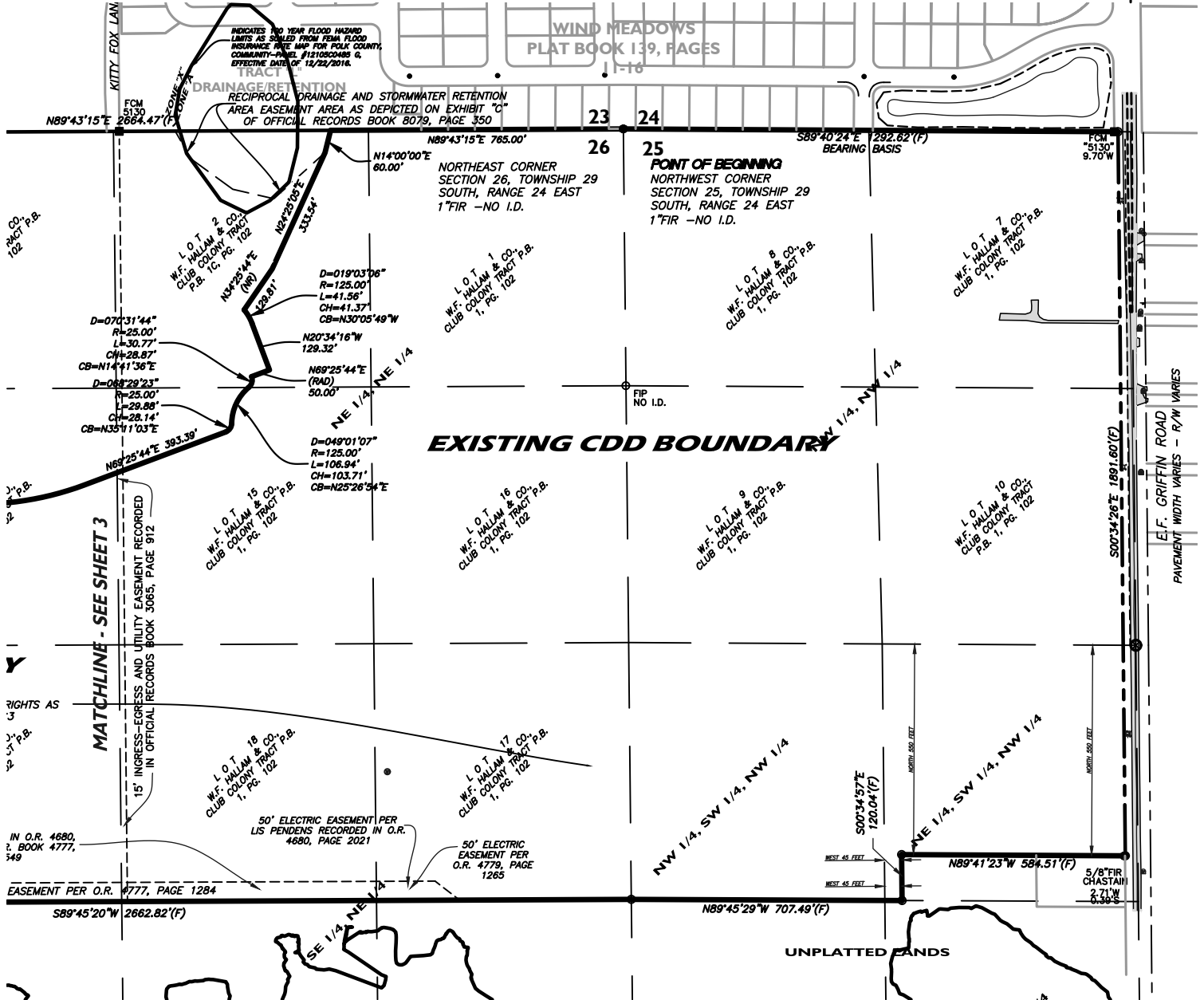
"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"



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

# COMPOSITE EXHIBIT "2"

North 1" = 400'



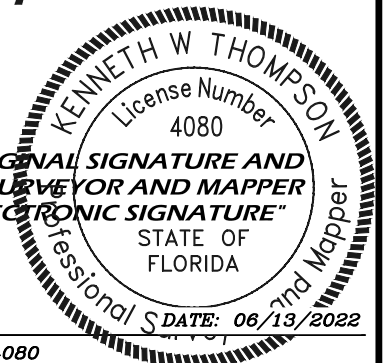
## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 2 OF 5

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

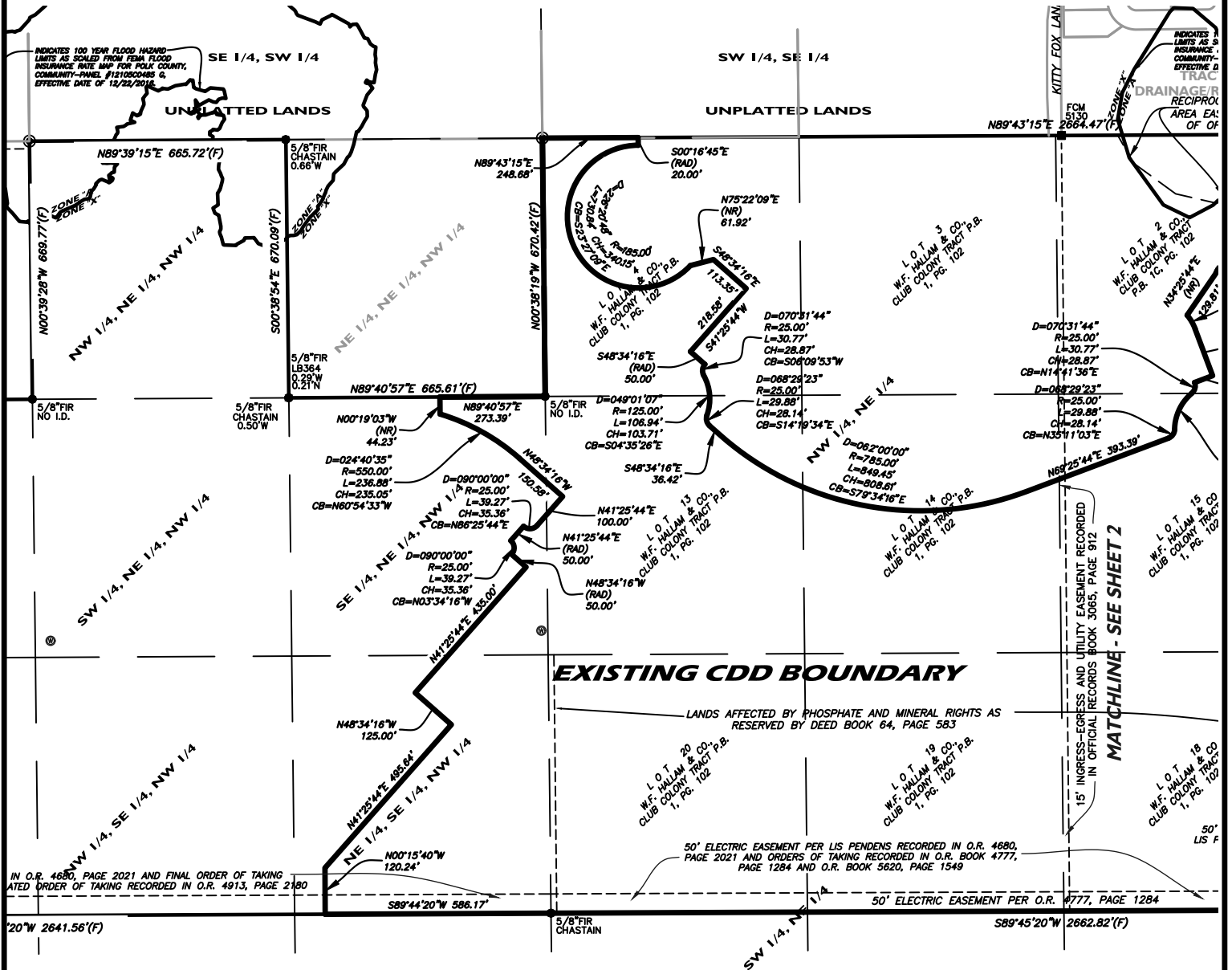
"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"



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



# COMPOSITE EXHIBIT "2"



## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 3 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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KENNETH W. THOMPSON P.L.S. #4080

## 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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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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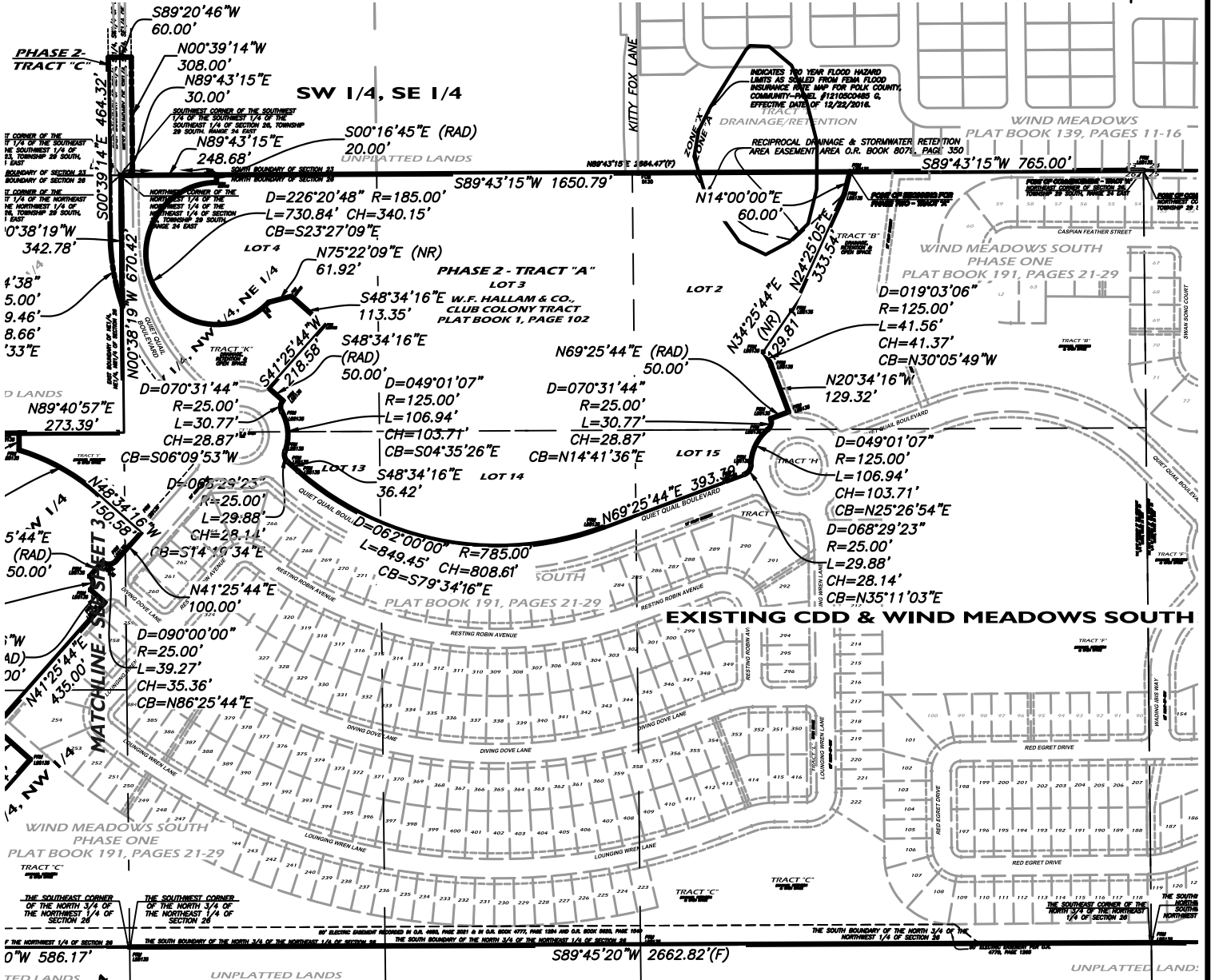






# COMPOSITE EXHIBIT "3"

North 1" = 400'



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

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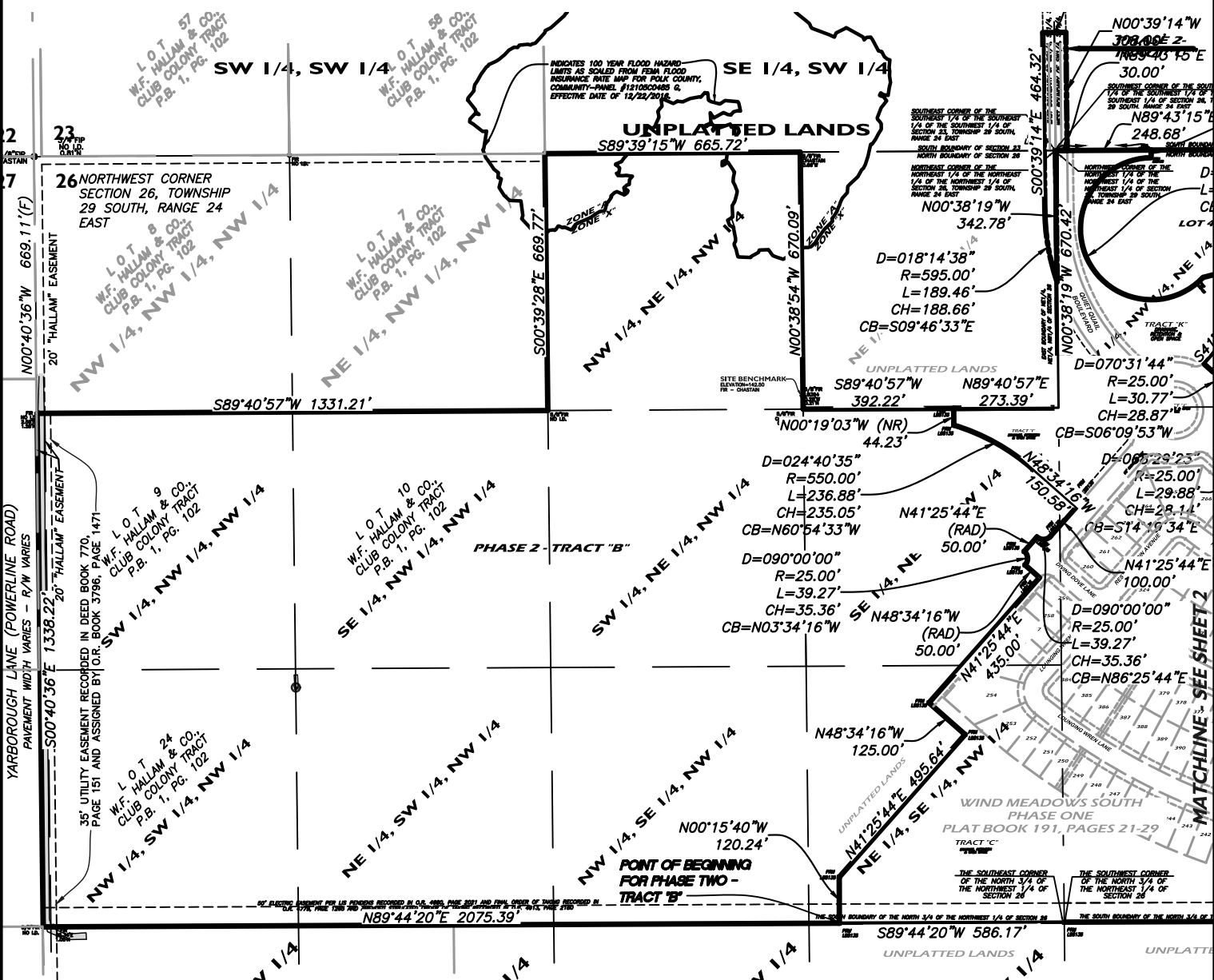
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# COMPOSITE EXHIBIT "3"



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

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# 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

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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

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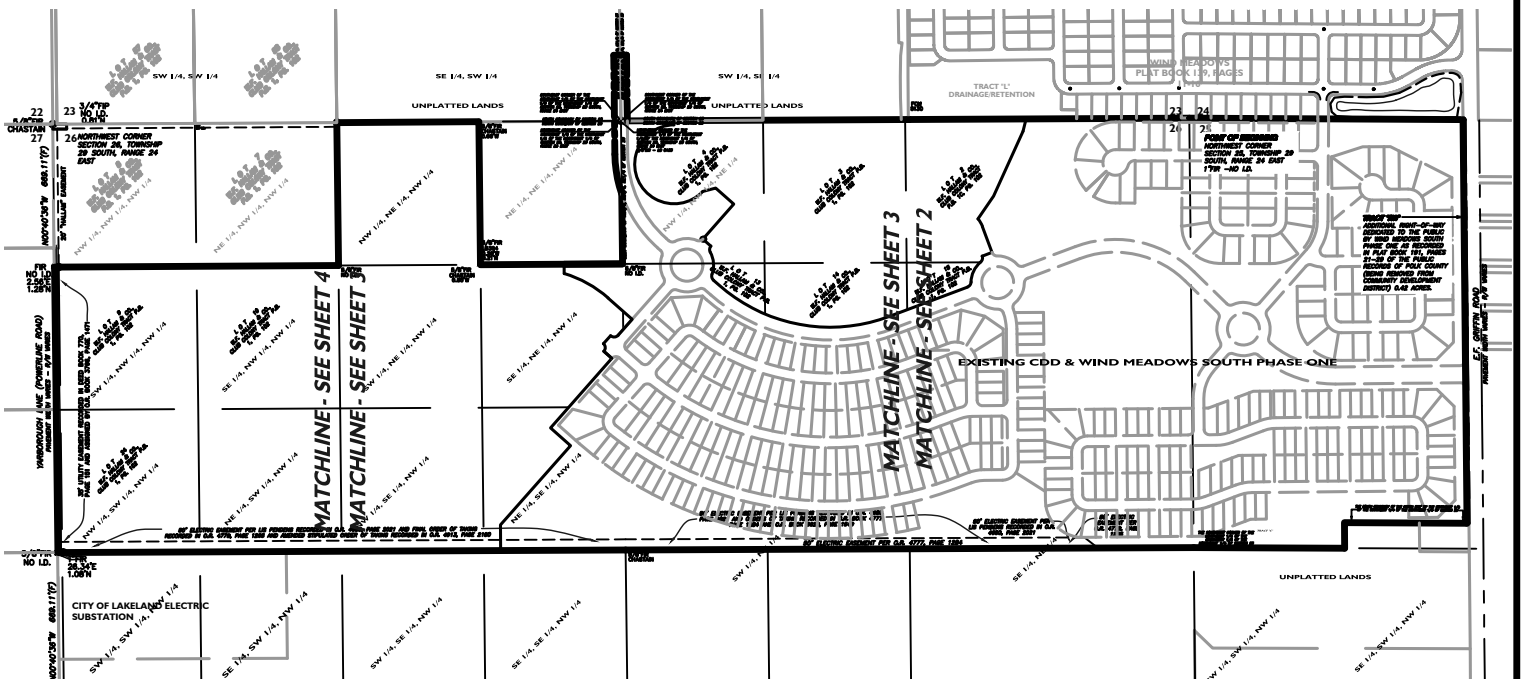
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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "4"



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

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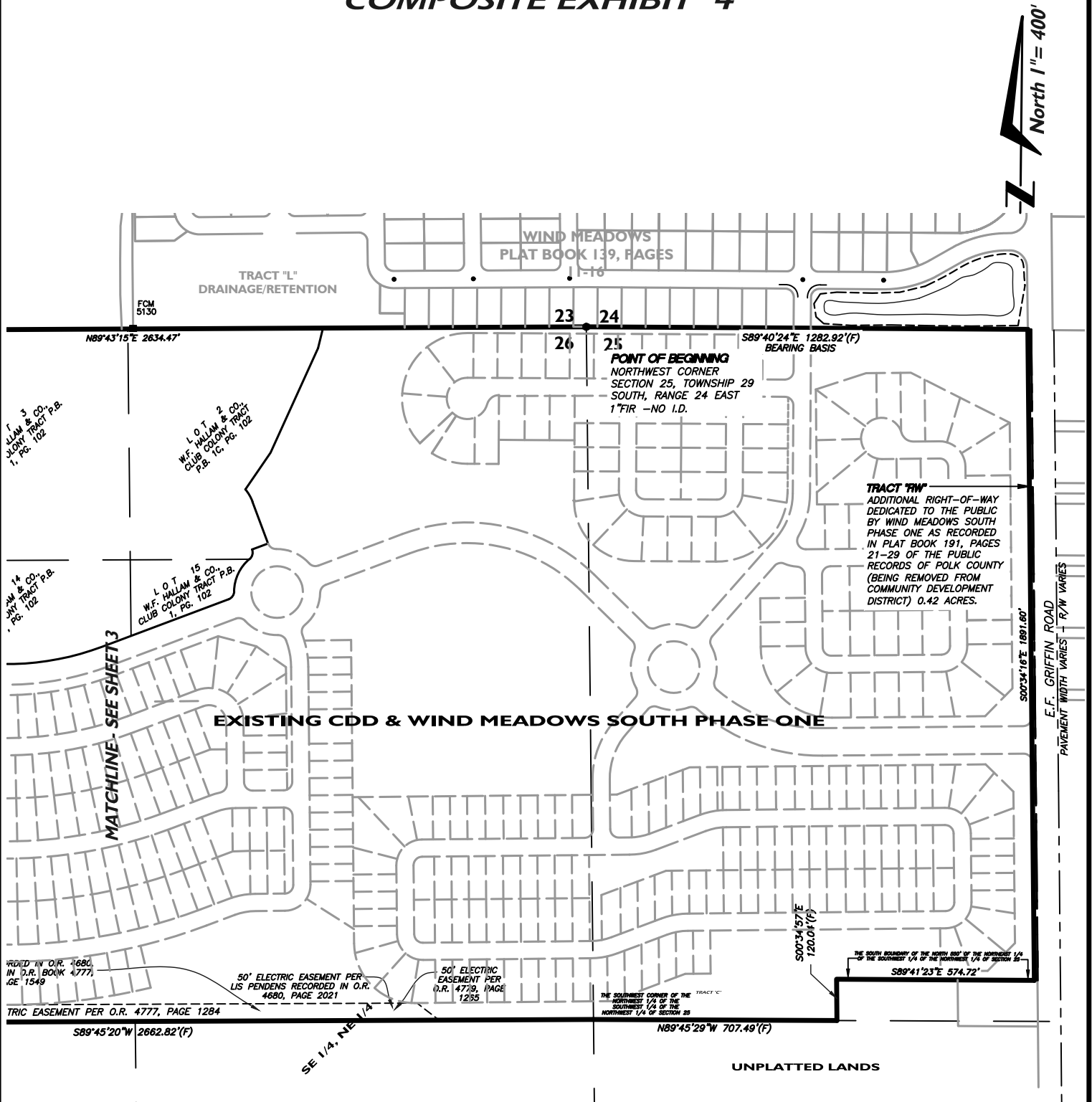
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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "4"



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

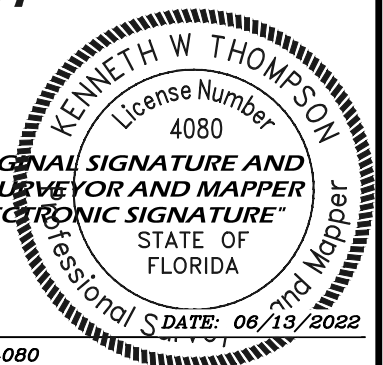
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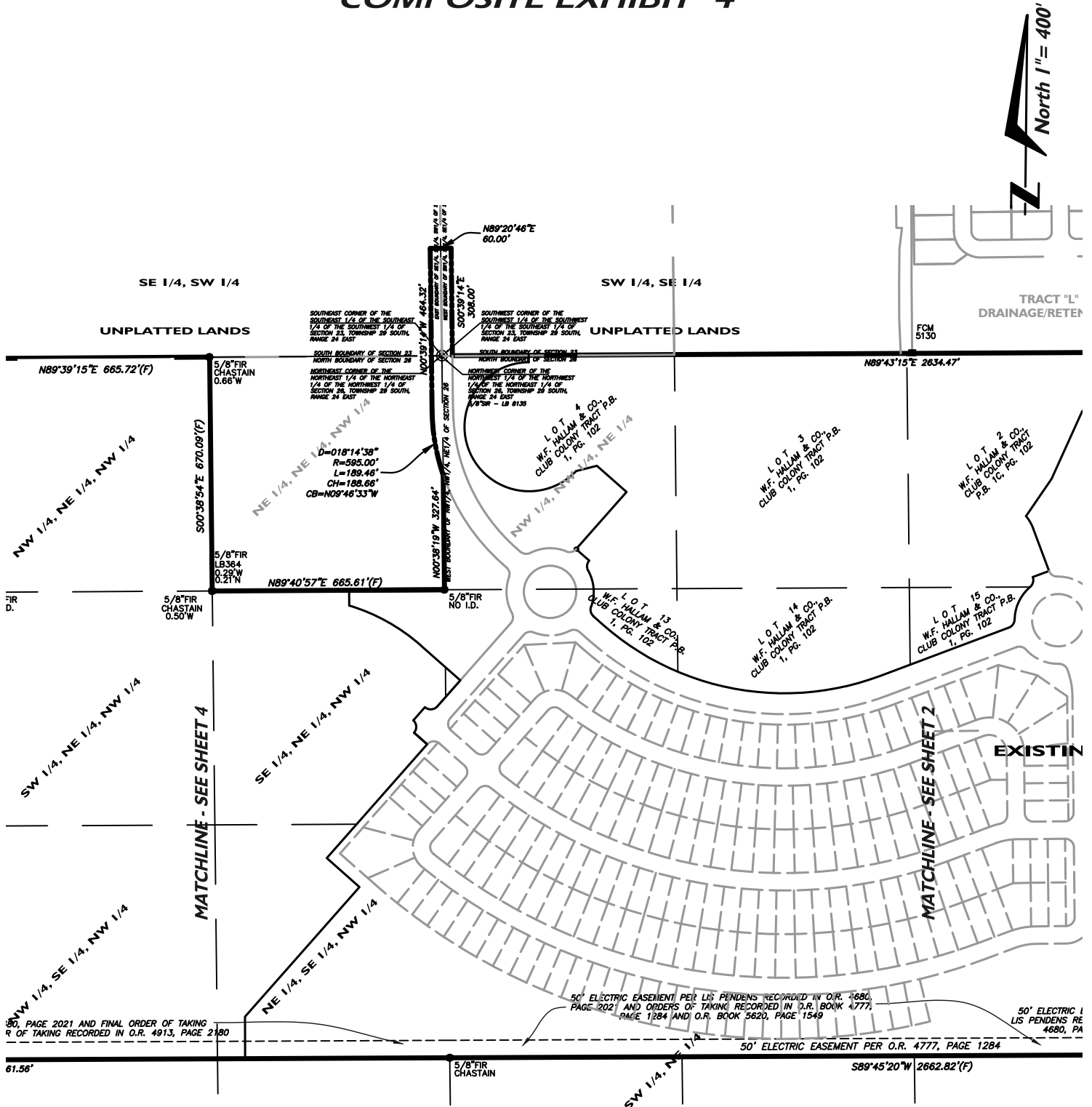
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# COMPOSITE EXHIBIT "4"



## LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 3 OF 5

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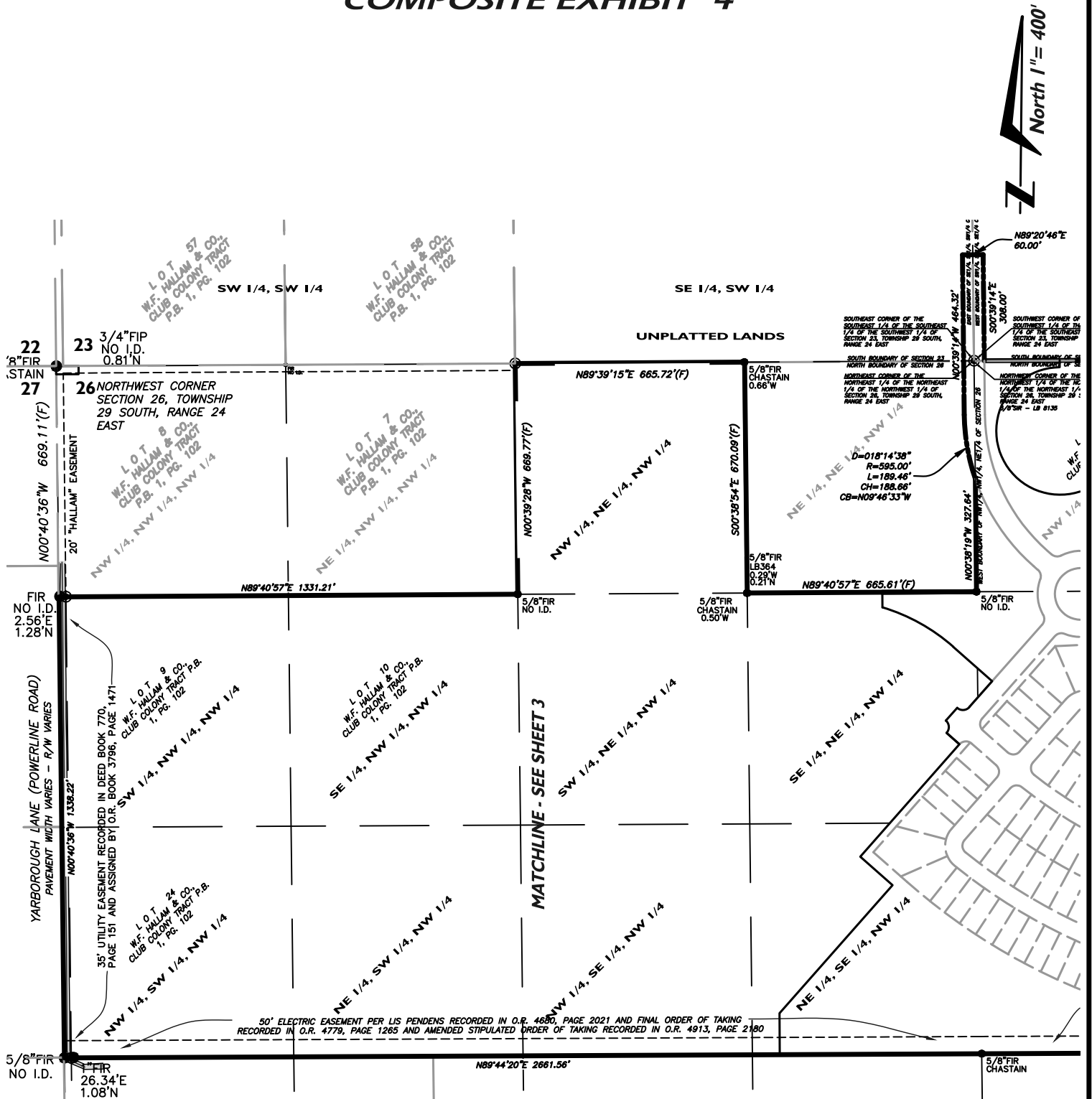
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# COMPOSITE EXHIBIT "4"



## 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.

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

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AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE  
OR A DIGITAL SIGNATURE AFFIXED HERETO.



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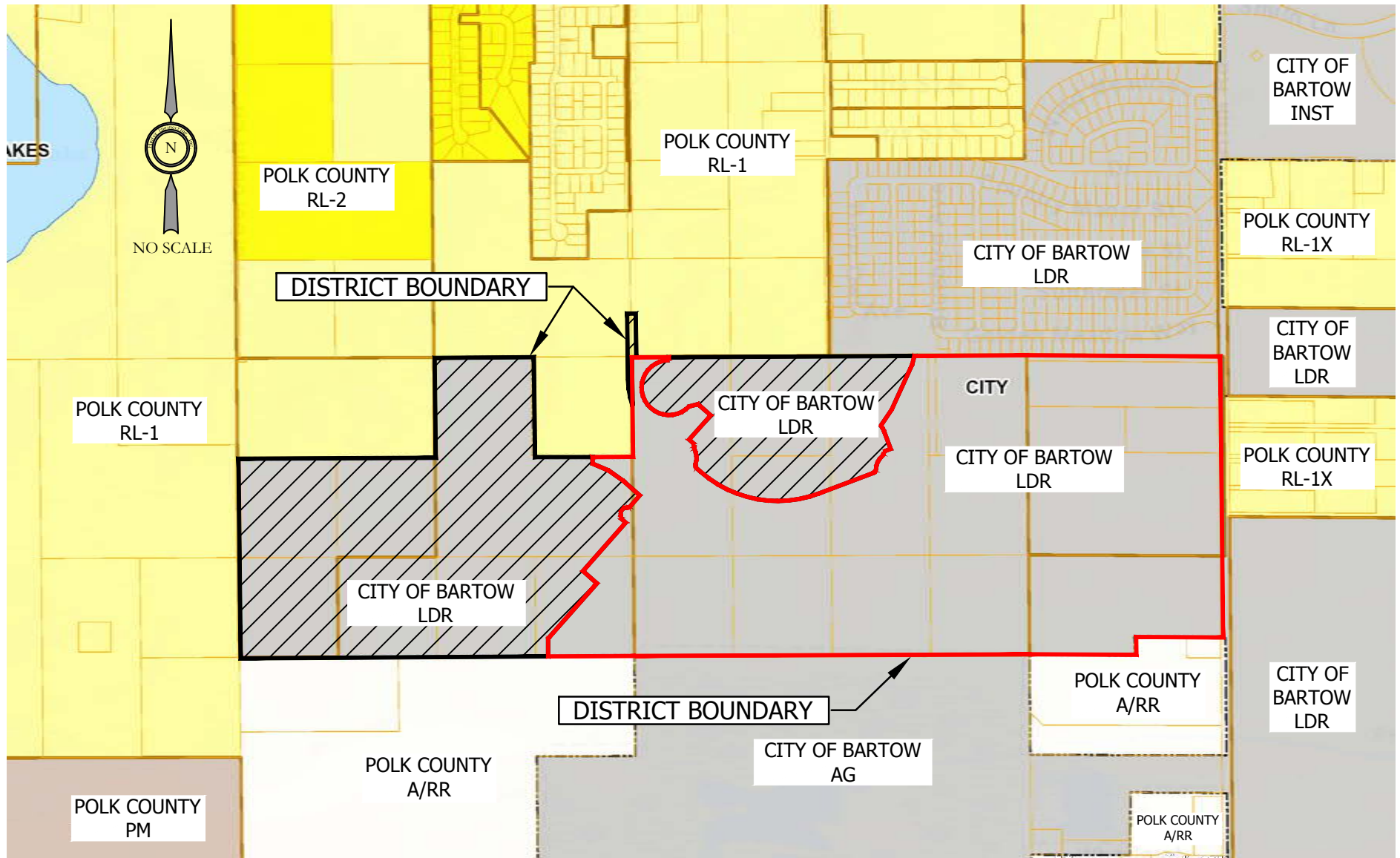
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KENNETH W. THOMPSON P.L.S. #4080







**FUTURE LAND USE 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**

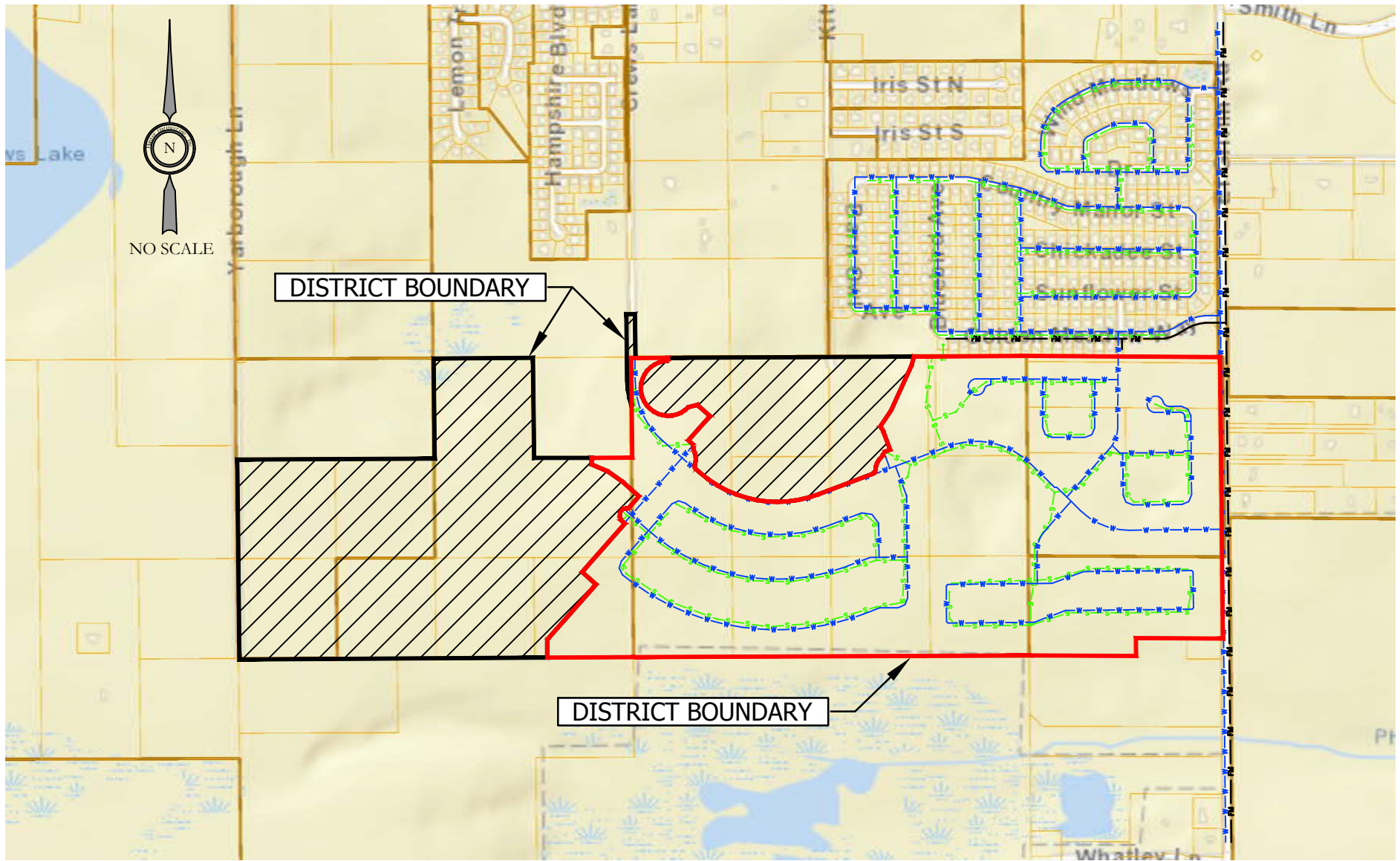
**AG** - (AGRICULTURE) CITY OF BARTOW

**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  
**HUNTER ENGINEERING, INC.**

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Winter Haven, FL 33884

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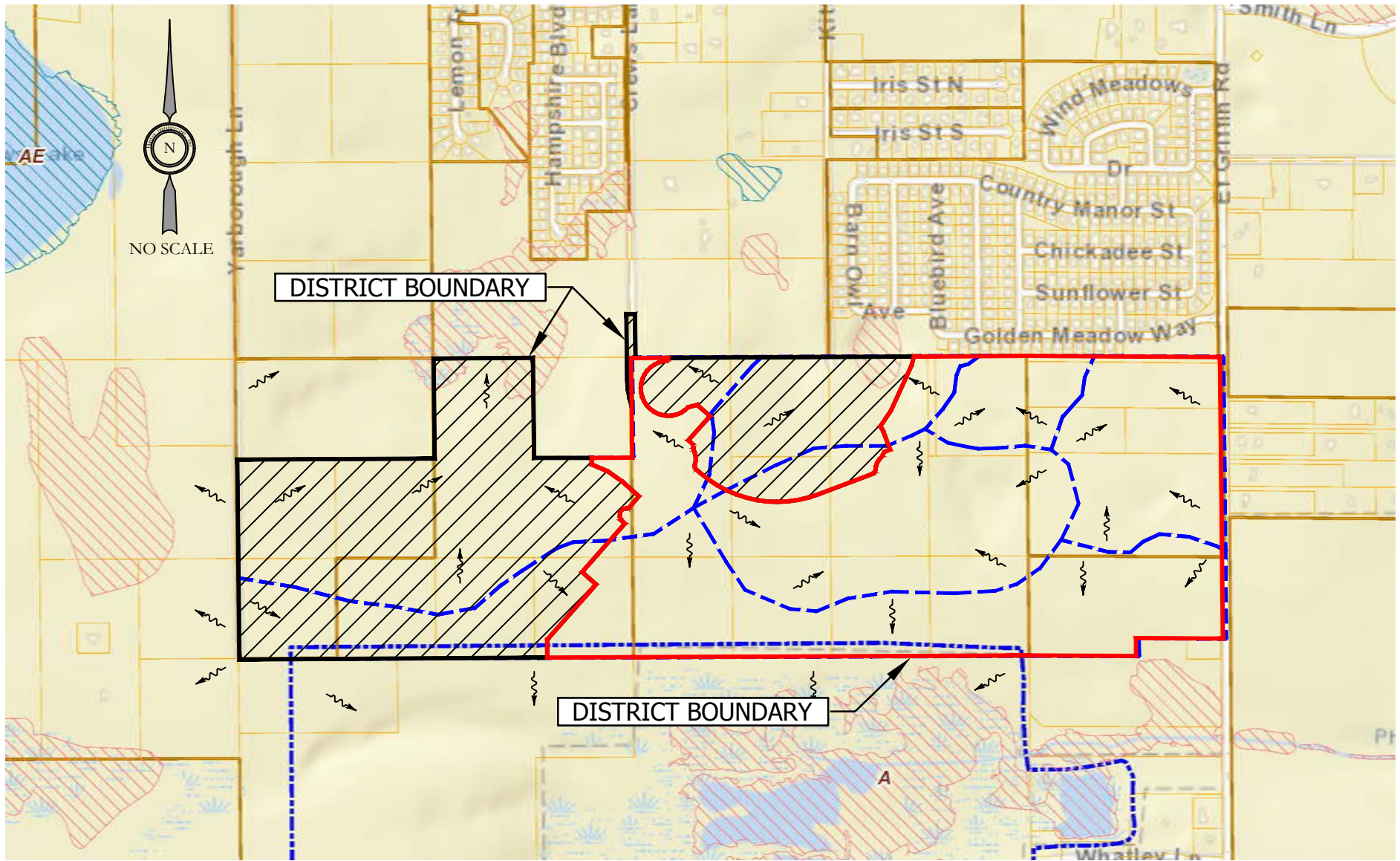
LEGEND

- 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

4900 Dundee Road  
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 the incremental cost of the 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 2

**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, dated March 31, 2023, 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 March 31, 2023.

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

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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

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

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.



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STATE OF FLORIDA AUTHORIZATION FOR:  
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UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"



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

## SECTION 3

## RESOLUTION 2023-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT AMENDING AND SUPPLEMENTING RESOLUTION 2021-29; AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON THE PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190, AND 197, FLORIDA STATUTES; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN AMENDED ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

### RECITALS

**WHEREAS**, the Wind Meadows South Community Development District (“**District**”) previously indicated its intention to construct certain types of public infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District, including Phase 2 of the District; and

**WHEREAS**, the District Board of Supervisors (“**Board**”) noticed and conducted a public hearing pursuant to Chapters 170, 190, and 197, *Florida Statutes*, relating to the imposition, levy, collection, and enforcement of such assessments and now desires to adopt a resolution imposing and levying such assessments.

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

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

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

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

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management facilities; roadways; water and wastewater facilities; off-site improvements (turn lanes); electrical utilities (street lighting); entry features and signage; parks and amenities, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District (collectively, the “**Improvements**”), and evidenced its intent to defray the cost of such Improvements pursuant to Resolutions Nos. 2021-25, 2021-26, 2021-29, 2022-01, 2023-01, 2023-02, 2023-05, and 2023-06 (collectively, the

**“Assessment Resolutions”).**

(c) The Board of City Commissioners of the City of Bartow, Florida adopted Ordinance No. 2021-10, effective June 7, 2021 (the **“Establishing Ordinance”**), as amended by Ordinance No. 2022-22, effective 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”**). The Board determined it is in the District’s best interest to revise the estimated costs of the Improvements and modify the development plan to incorporate additional improvements to serve lands currently within the District located in the areas identified as Phase 2, including the Expansion Parcels.

(d) As a result of the annexation of the Expansion Parcels, on January 11, 2023, the Board adopted Resolution No. 2023-01, declaring assessments on the Expansion Parcels, and Resolution 2023-02, fixing the date, time, and location of a public hearing. On February 8, 2023, in order to make certain amendments, the Board adopted Resolution No. 2023-05, rescinding Resolution No. 2023-01 in its entirety and approving the District’s *Amended and Restated Engineer’s Report of Capital Improvements*, dated January 25, 2023. Said report was further amended to clarify the nature of the anticipated financing by the District’s *Amended and Restated Engineer’s Report of Capital Improvements*, dated March 31, 2023, attached hereto as **Exhibit A** and incorporated herein by reference (the **“Master Engineer’s Report”**), which Master Engineer’s Report details the revised scope and cost of Improvements necessary to serve the lands located within the District, including the Expansion Parcels, and is hereby approved, adopted, and confirmed. The District also adopted Resolution No. 2023-06, resetting the date of the public hearing.

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

(f) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Improvements relative to the lands identified as Phase 2, including the Expansion Parcels, the nature and location of which was initially described in Resolution No. 2023-05, and is described in the Master Engineer’s Report attached hereto; (ii) The plans and specifications for the Improvements are on file at the office of the District Manager c/o Governmental Management Services-Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“District Records Offices”); (iii) the cost of such Improvements be assessed against the lands within Phase 2 specially benefited by such Improvements; and (iv) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(g) The provision of said Improvements, the levying of such Assessments (hereinafter defined) on Phase 2 and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners, and residents.

(h) In order to provide funds with which to pay all or a portion of the costs of the Improvements which are to be assessed against the benefitted properties including Phase 2, pending the collection of such Assessments, it is necessary for the District from time to time to sell and issue its bonds, in one or more series.

(i) By Resolution No. 2023-05, the Board determined to provide the Improvements and to

defray the costs thereof by imposing Assessments on Phase 2, and expressed an intention to issue bonds to provide a portion of the funds needed for the Improvements prior to the collection of such Assessments. Resolution No. 2023-05 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(j) As directed by Resolution No. 2023-05, said Resolution No. 2023-05 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(k) As directed by Resolution No. 2023-05, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(l) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution No. 2023-06, which amended Resolution No. 2023-02, resetting, the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the Improvements, (2) the cost thereof, (3) the manner of payment therefore, and (4) the amount thereof to be assessed against each specially benefited property or parcel including Phase 2, and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190, and 197, *Florida Statutes*.

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

(n) On April 12, 2023, at the time and place specified in Resolution No. 2023-06, and the notice referred to in paragraph (m) above, the Board met as an Equalization Board, conducted such public hearing, and heard and considered all complaints and testimony as to the matters described in paragraph (m) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just, and right in the making of the final assessment roll.

(o) Having considered the estimated costs of the Improvements, the estimated financing costs and all comments and evidence presented at such public hearing, the Board further finds and determines that:

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

(ii) it is reasonable, proper, just and right to assess the cost of such Improvements against the properties specially benefited thereby within Phase 2, using the method determined by the Board set forth in the *Amended and Restated Master Assessment Methodology*, dated January 11, 2023 (the "**Methodology Amendment**"), attached hereto as **Exhibit B** and incorporated herein by reference, which amends and supplements the *Master Assessment Methodology*, dated June 9, 2021 (the "**Master Assessment Methodology**"), as supplemented by that *Supplemental Assessment Methodology-Assessment Area 1*, dated September 21, 2021, and as may be further supplemented

(together with the Methodology Amendment, are referred to as the "**Assessment Methodology**"), which results in the allocation of assessments in the manner set forth in the final assessment roll included in **Exhibit B** (the "**Assessments**"); and

(iii) the Assessment Methodology is hereby approved, adopted and confirmed; and

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

(v) the costs of the Improvements are fairly and reasonably apportioned to the properties specifically benefitted as set forth in **Exhibit B**; and

(vi) it is in the best interests of the District that the Assessments be paid and collected as herein provided.

(vii) it is reasonable, proper, just and right for the District to utilize the true-up mechanisms and calculations contained in the Assessment Report in order to ensure that all parcels of real property benefiting from the Improvements are assessed accordingly and that sufficient assessment receipts are being generated in order to pay the corresponding bond debt-service when due.

**SECTION 3. AUTHORIZATION OF DISTRICT PROJECT.** That construction of Improvements initially described in Resolution No. 2023-5, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized, and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

**SECTION 4. ESTIMATED COST OF IMPROVEMENTS.** The total estimated costs of the Improvements and the costs to be paid by Assessments on all specially benefitted property within Phase 2, are set forth in **Exhibit A** and **Exhibit B**, respectively, hereto.

**SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS.** The Assessments on the parcels within Phase 2, specially benefitted by the Improvements, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed, and levied. Immediately following the adoption of this Resolution, these Assessments, as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid, and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests



of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of bonds, including refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

**SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS.** When the Improvements have both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the Improvements, as finally determined upon completion thereof, but in no event shall the final amount of any such special assessment exceed the amount of benefits originally assessed hereunder. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves, or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book.

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

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

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

permitted by law. The District may, in its sole discretion, collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

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

#### **SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.**

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

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

(c) The foregoing is based on the District's understanding with the landowner and primary developer of the lands within Phase 2, that it intends to develop the unit numbers and types shown in **Exhibit B**, on the net developable acres within Phase 2, and is intended to provide a formula to ensure that the appropriate ratio of the Assessments to gross acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in **Exhibit B** from being developed relative to Phase 2. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to the Improvements, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the True-Up Methodology to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Improvements, the Board shall by resolution take appropriate action to equitably reallocate the Assessments. Further, upon the District's review of the final plat for the developable acres within Phase 2, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or Assessments to the actual

debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution.

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

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

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

**SECTION 12. CONFLICTS.** This Resolution is intended to amend and supplement the Assessment Resolutions relating to the District's levy of special assessments on the lands within the boundaries of the District benefitting from the public infrastructure improvements set forth in the Master Engineer's Report. 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.

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

*[Remainder of this page intentionally left blank]*

**APPROVED AND ADOPTED** this 12th day of April 2023.

ATTEST:

**WIND MEADOWS SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Amended and Restated Engineer's Report of Capital Improvements, dated March 31, 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*

*March 31, 2023*

---

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

WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT

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EXHIBIT 3 (Composite)	- Legal Descriptions & Sketches of Added District Lands
EXHIBIT 4 (Composite)	- Legal Descriptions & Sketches of Original District Boundary
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EXHIBIT 7	- Utility Location Map
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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 the incremental cost of the 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 the incremental cost of the 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**

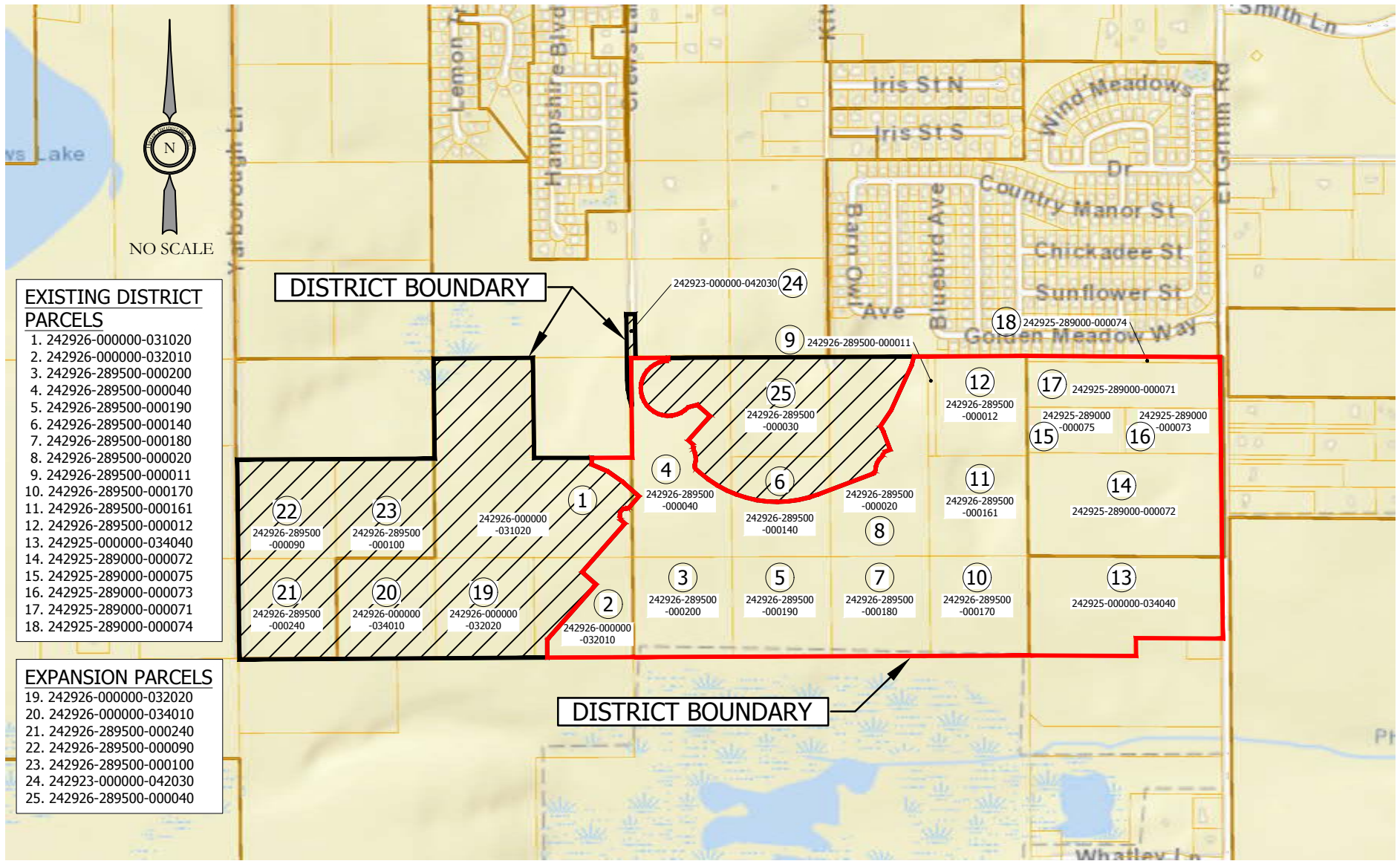
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, 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**

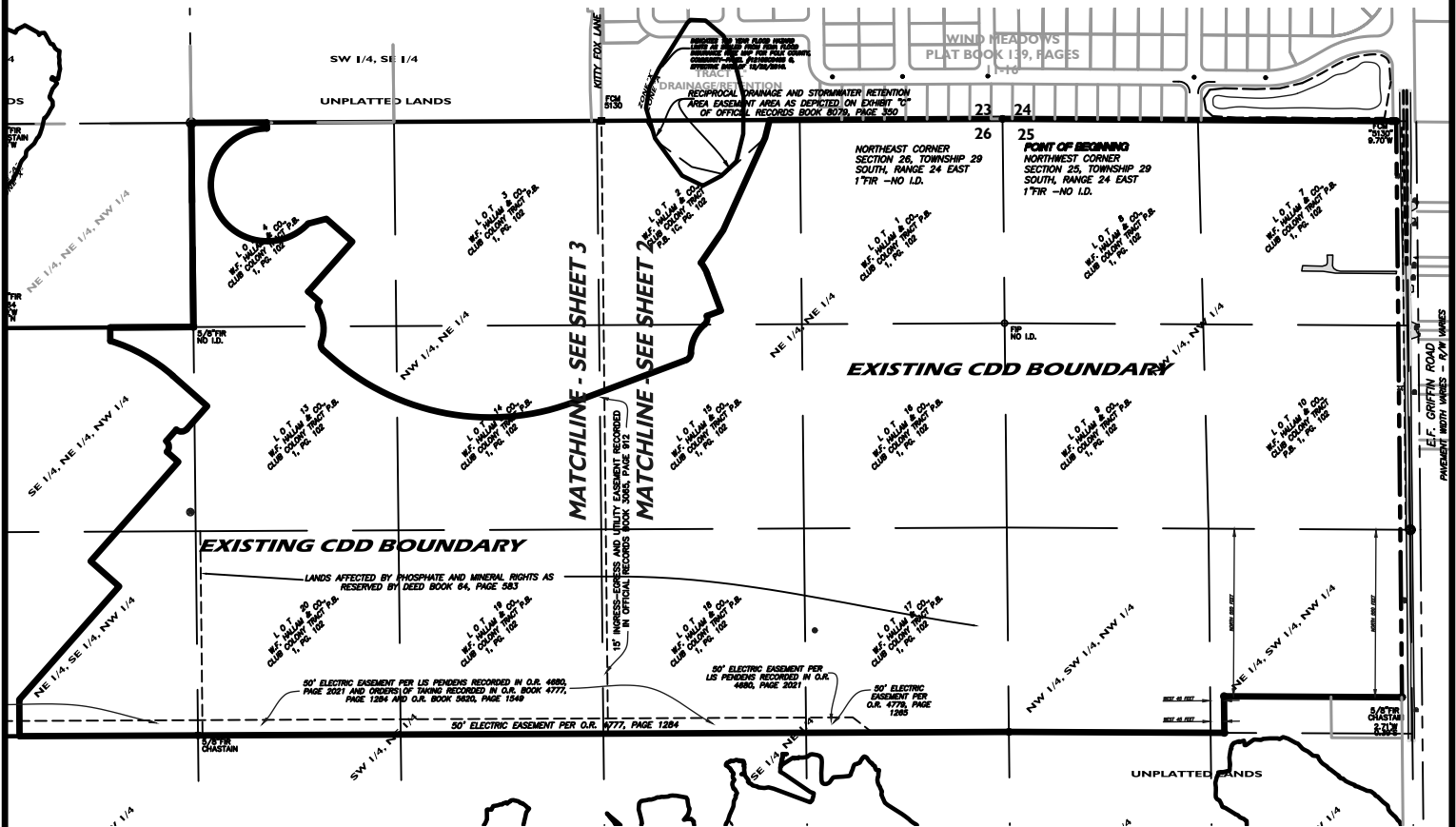
— COMMUNITY DEVELOPMENT  
DISTRICT BOUNDARY

Date: June 7, 2022

Exhibit 1

# COMPOSITE EXHIBIT "2"

North 1" = 600'



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

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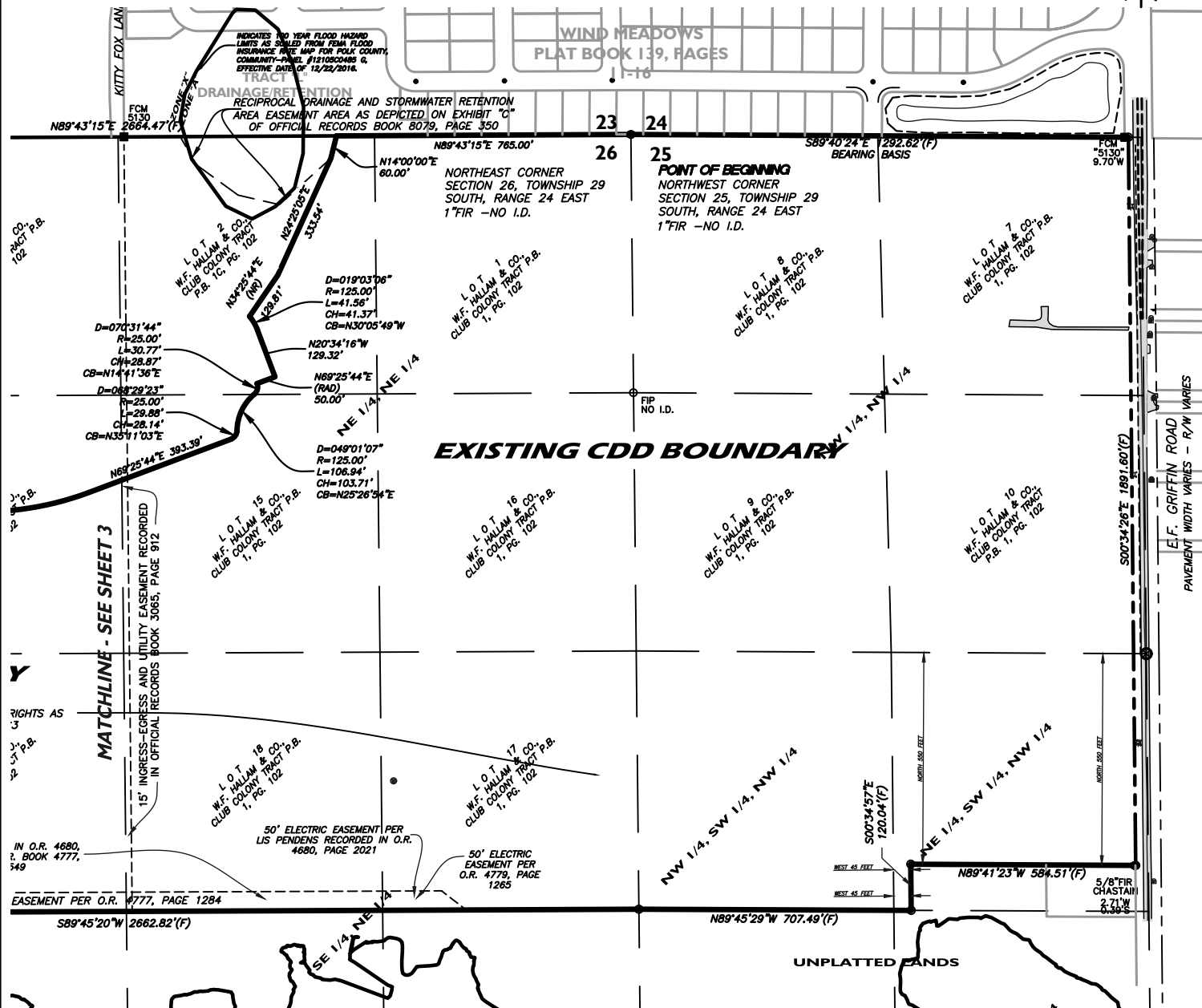
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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "2"

North 1" = 400'



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

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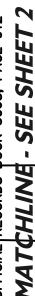
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KENNETH W. THOMPSON P.L.S. #4080





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

## 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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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**

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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UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"**



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

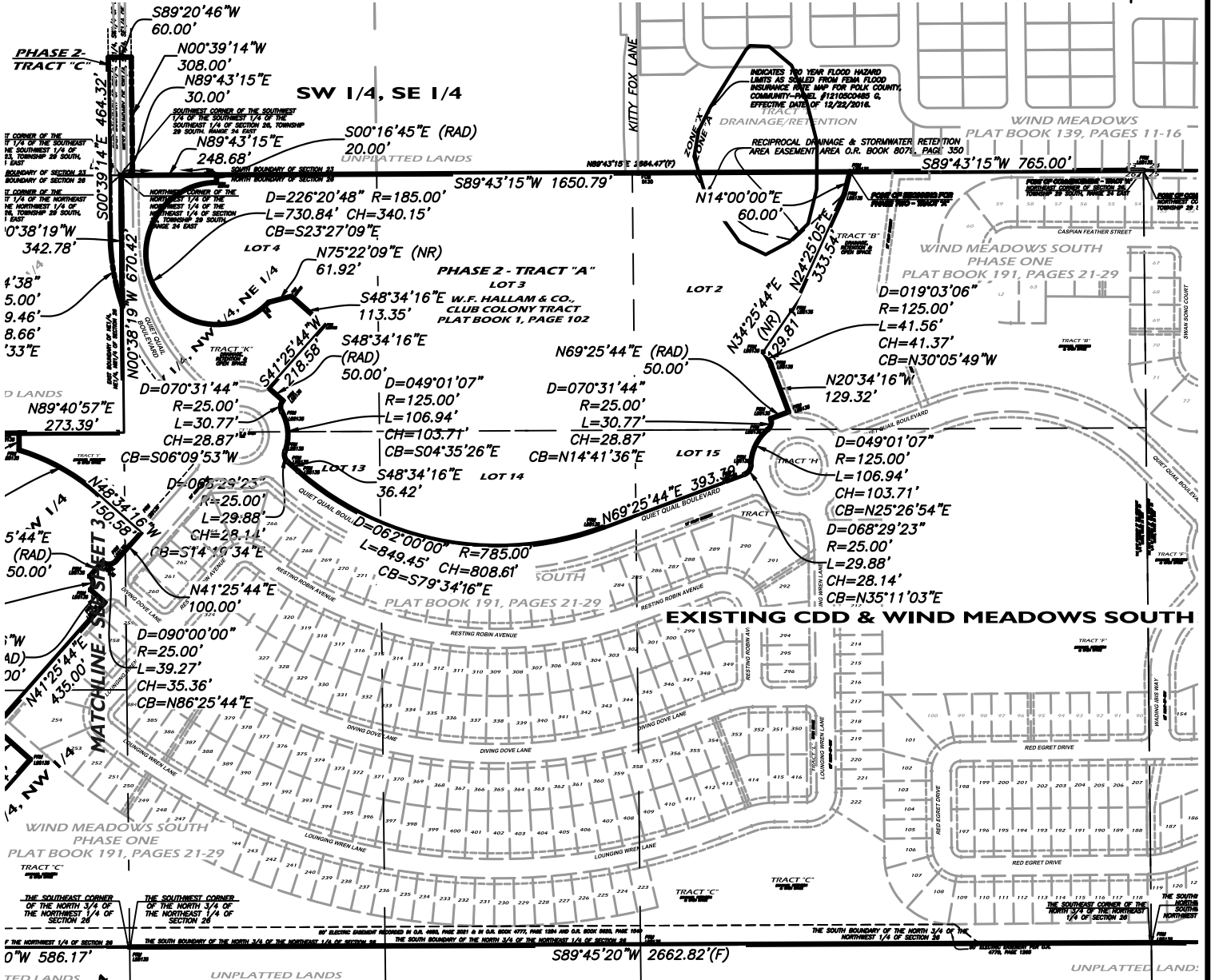






# COMPOSITE EXHIBIT "3"

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.



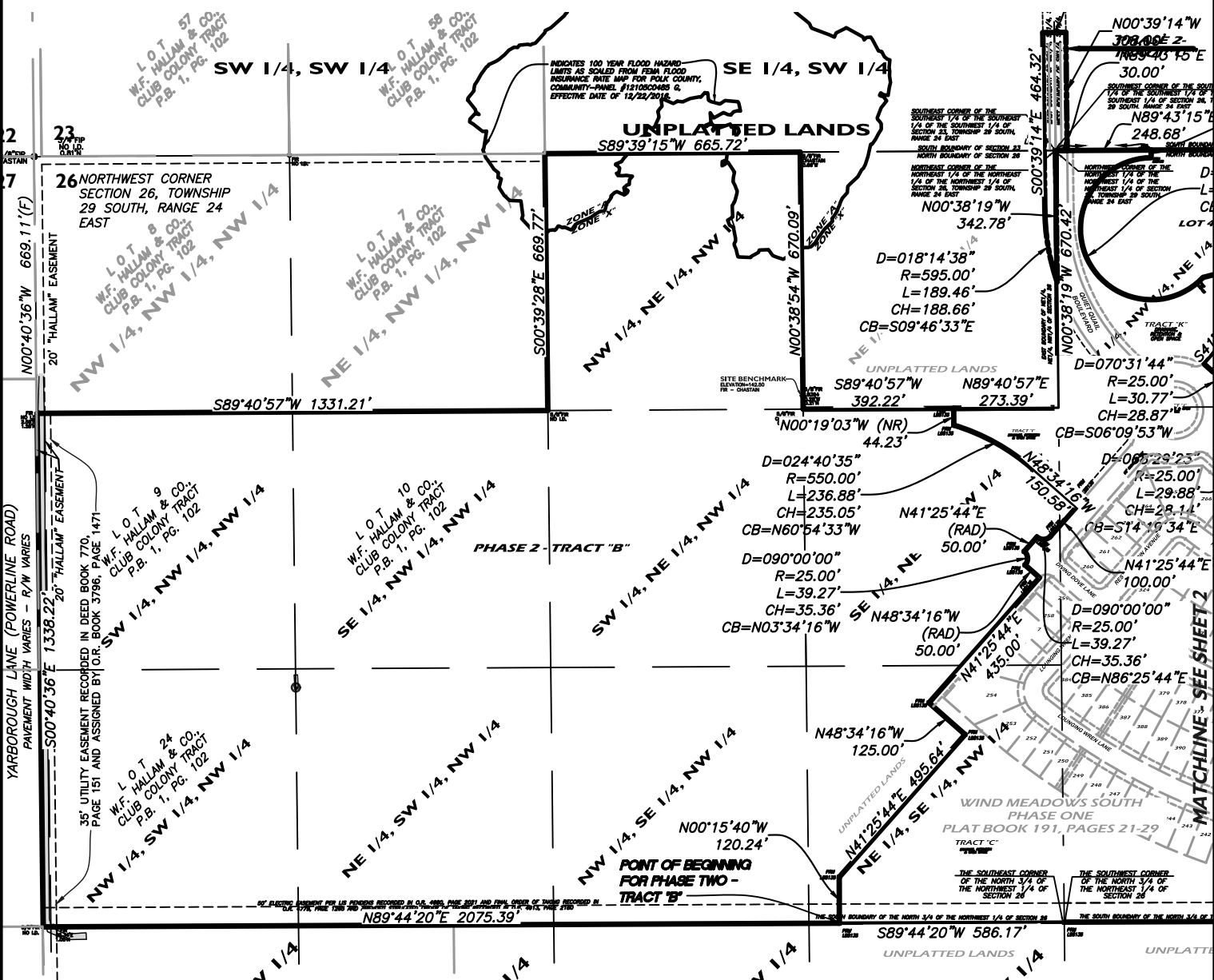
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KENNETH W. THOMPSON P.L.S. #4080

# 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  
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: 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  
OR A DIGITAL SIGNATURE AFFIXED HERETO.



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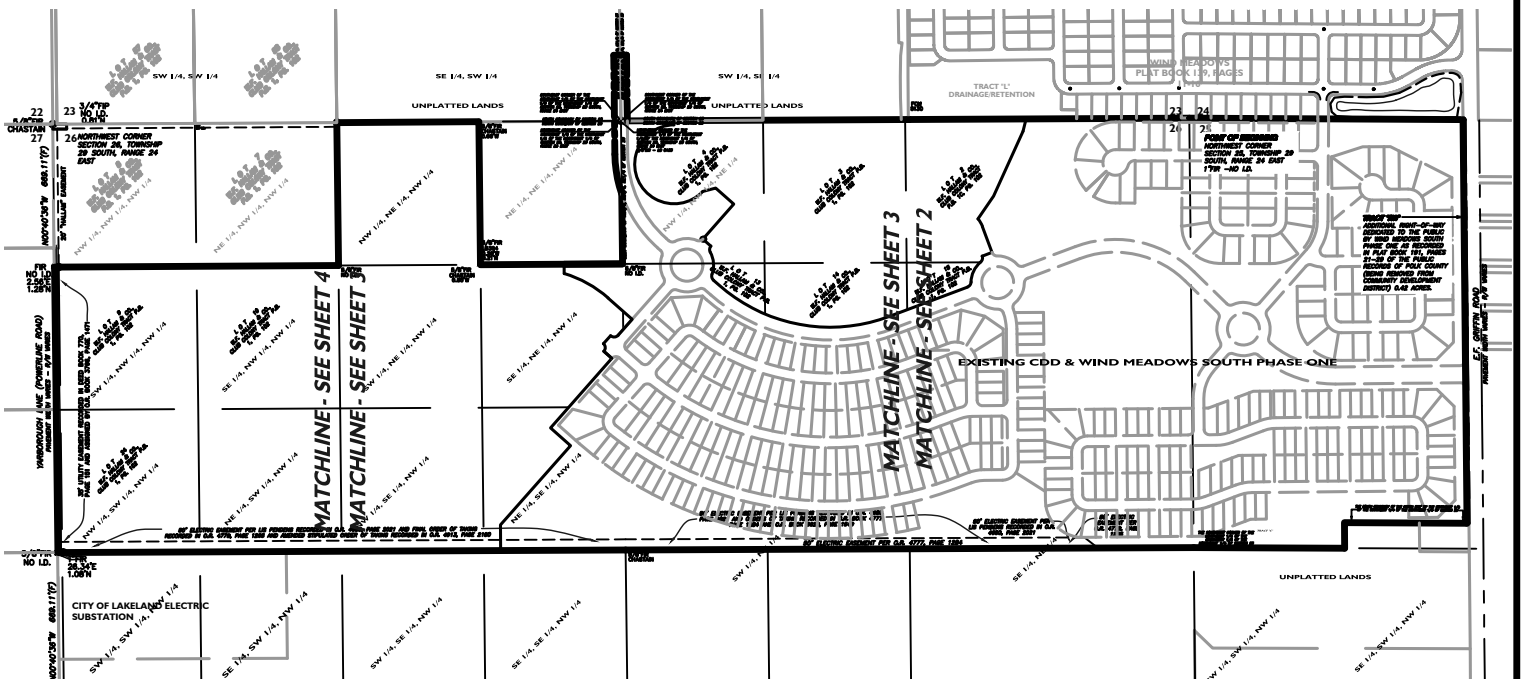
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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "4"

North 1" = 900'



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

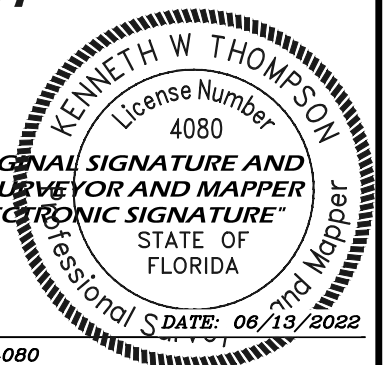
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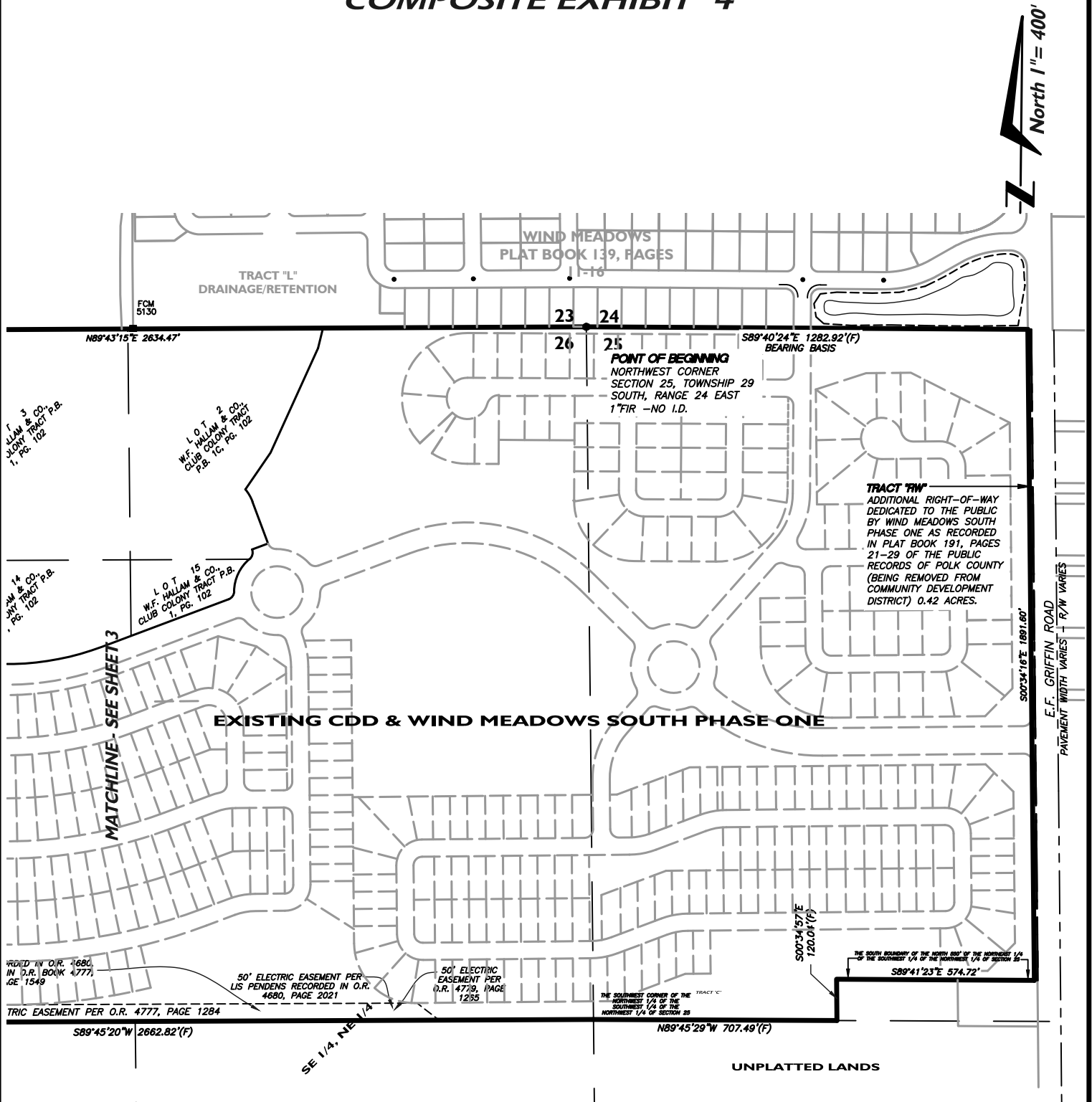
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KENNETH W. THOMPSON P.L.S. #4080

# COMPOSITE EXHIBIT "4"



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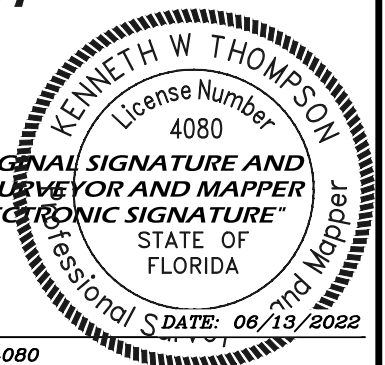
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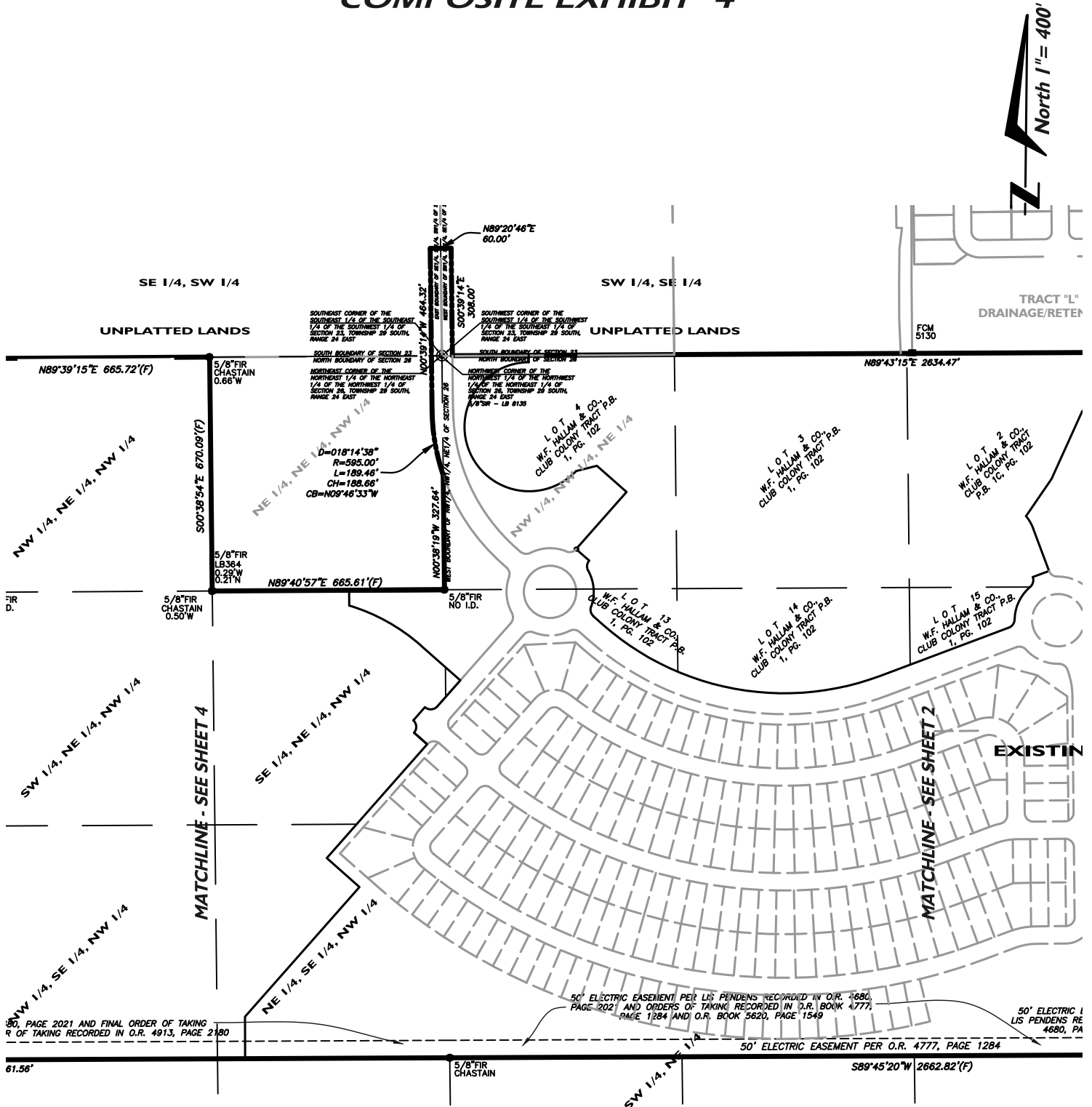
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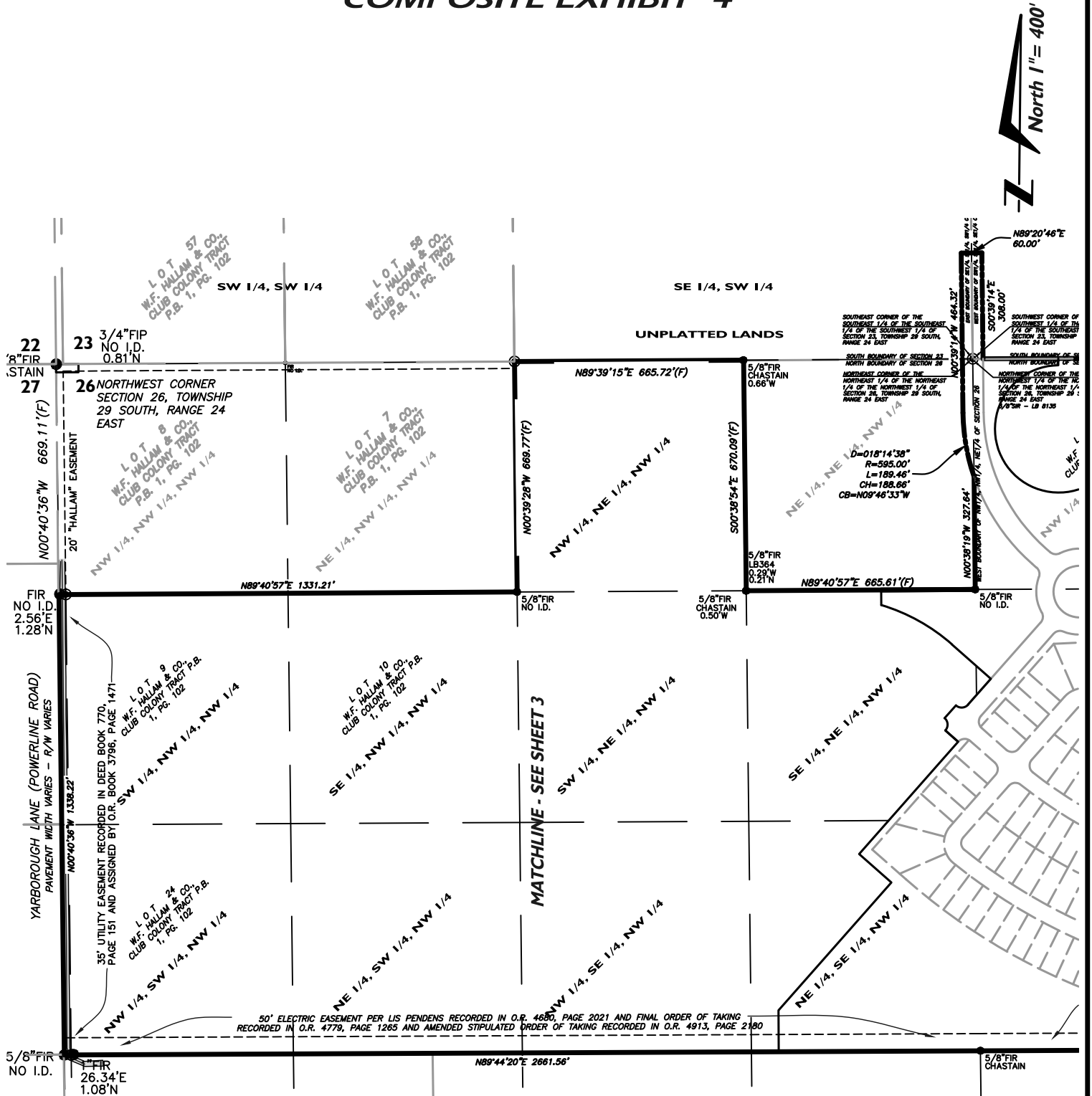
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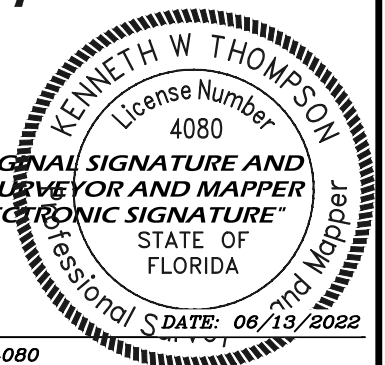
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KENNETH W. THOMPSON P.L.S. #4080

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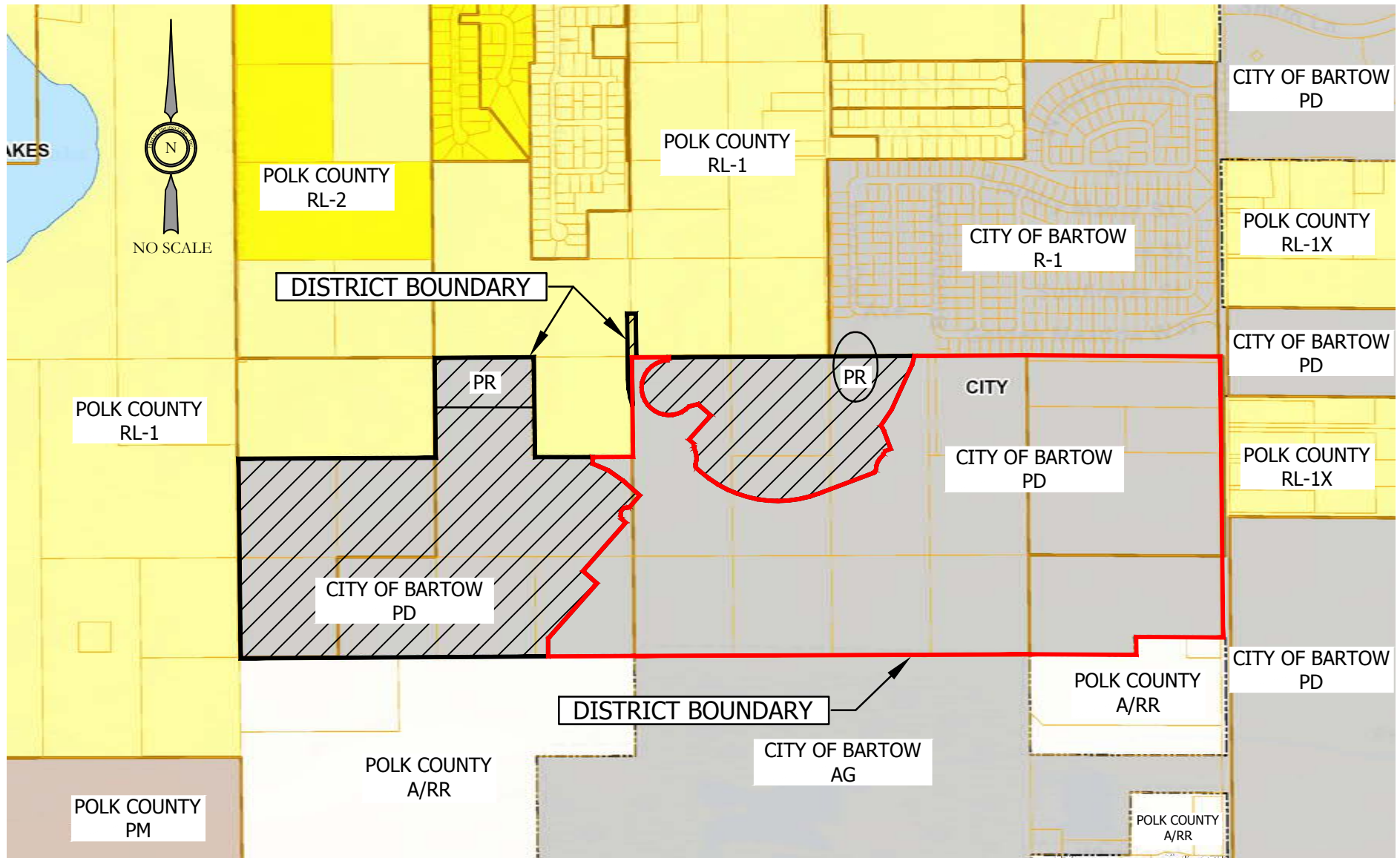
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KENNETH W. THOMPSON P.L.S. #4080



**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

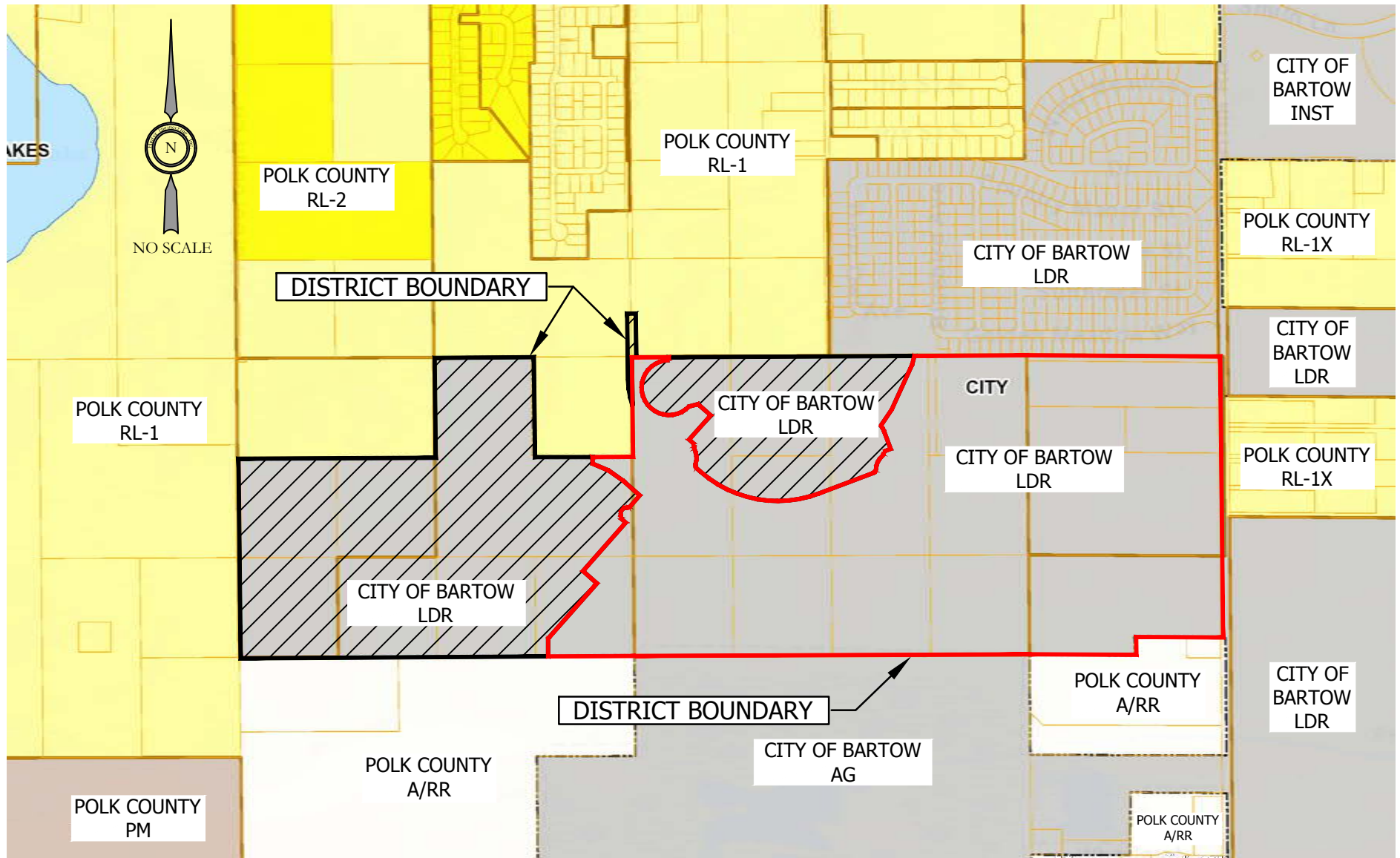
**LEGEND**

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

**LEGEND**

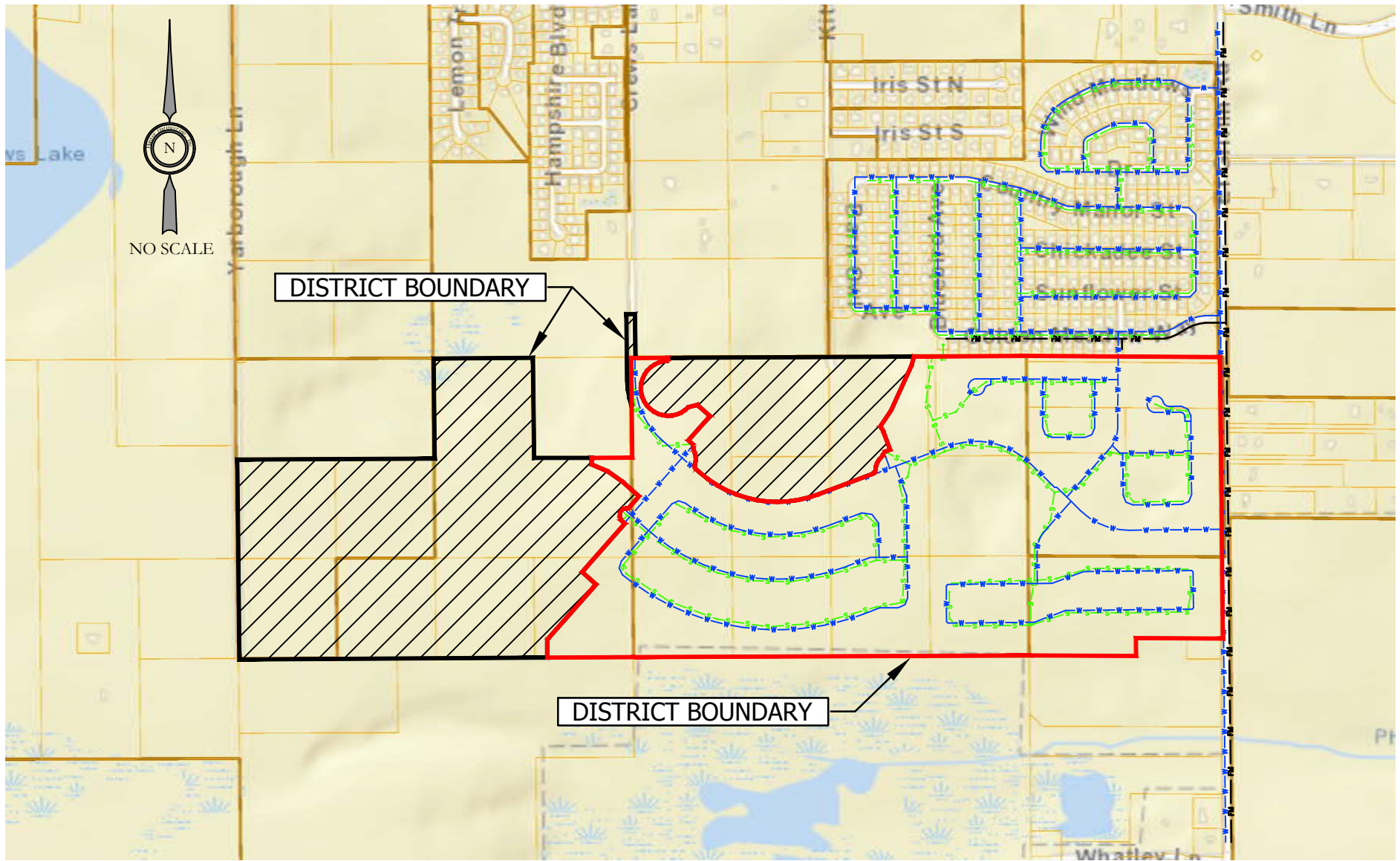
**AG** - (AGRICULTURE) CITY OF BARTOW

**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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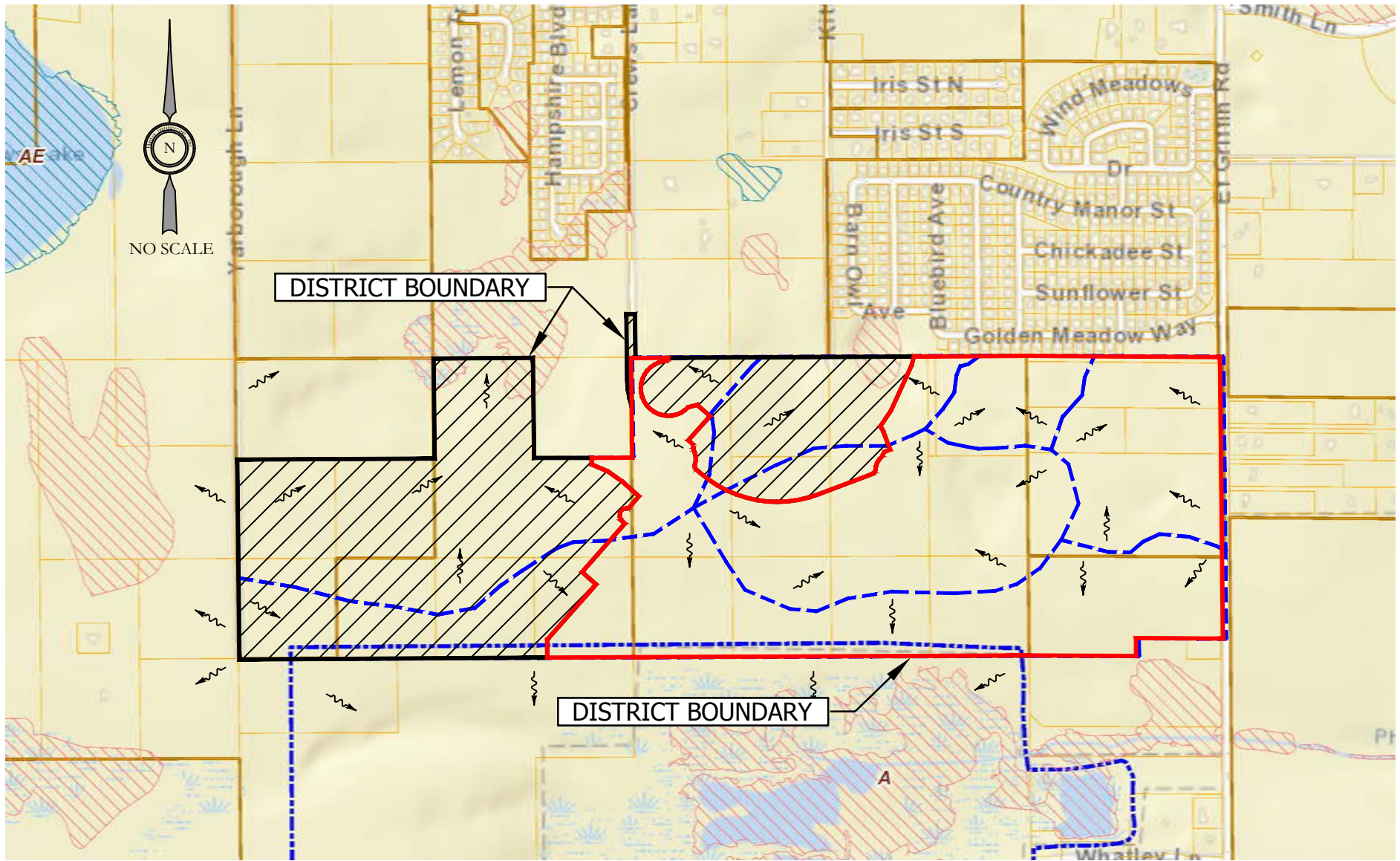
LEGEND

—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

4900 Dundee Road  
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 the incremental cost of the 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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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, dated March 31, 2023, 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 March 31, 2023.

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

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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

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

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

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

## SECTION VII

**SUPPLEMENTAL  
ASSESSMENT METHODOLOGY  
FOR ASSESSMENT AREA TWO**

**FOR**

**WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: April 12, 2023**

**Prepared by**

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



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**GMS-CF, LLC does not represent the Wind Meadows South 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 Wind Meadows South Community Development District with financial advisory services or offer investment advice in any form.**

## **1.0 Introduction**

The Wind Meadows South Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the “District”), as amended. The District plans to issue up to \$8,500,000 of tax exempt bonds (the “Assessment Area Two Bonds” or “Bonds”) for the purpose of financing certain infrastructure improvements (the “Assessment Area Two Project”) within the District described in the Amended and Restated Engineer’s Report dated March 31, 2023 prepared by Hunter Engineering, Inc. as may be amended and supplemented from time to time (the “Engineer’s Report”). The construction and/or acquisition of the Assessment Area Two Project will provide special benefit to the property owners within Assessment Area Two within the District.

### **1.1 Purpose**

This Supplemental Assessment Methodology Report for Assessment Area Two supplements the Amended and Restated Master Assessment Methodology dated January 11, 2023 (together the “Assessment Report”) and provides for an assessment methodology for allocating the Assessment Area Two Bonds incurred by the District to benefiting properties within Assessment Area Two within the District. This Assessment Report allocates the Assessment Area Two Bonds to properties within Assessment Area Two based on the special benefits each receives from the District’s capital improvement plan (“CIP”). This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District has imposed non ad valorem special assessments on the benefited lands within Assessment Area Two within the District 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 Chapter 197.3632, Florida Statutes or any other legal means of collection 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, a homeowner’s association, or any other unit of government.

### **1.2 Background**

The District consists of approximately 273.39 acres in Polk County, Florida. Assessment Area Two, a designated area within the District, is planned to include 419 residential units. The proposed land use for Assessment Area Two is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified accordingly.

The public improvements contemplated by the District in the CIP that will be funded with the available net proceeds of the Assessment Area Two Bonds will provide

facilities that benefit the assessable property within the District. The CIP is delineated in the Engineer's Report. Specifically, the District may construct and/or acquire certain stormwater management facilities, utility facilities, roadways, and contingencies. Only a portion of the CIP constituting the Assessment Area Two Project will be funded with the available net proceeds of the Assessment Area Two Bonds. 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 and services that may be provided by the District and the estimated costs to implement the CIP to be financed with the Assessment Area Two Bonds.
2. The District Engineer determines the assessable acres within Assessment Area Two that benefit from the District's CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct CIP.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis within Assessment Area Two. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number and type of platted units.

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

Improvements undertaken by the District create special and peculiar benefits to the assessable property within Assessment Area Two, different in kind and degree than general benefits, for properties within its borders but outside of Assessment Area Two 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 the assessable property within Assessment Area Two within the District. The implementation of the CIP enables properties within its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District and development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside of the District and outside of Assessment Area Two within the District will benefit from the provision of the District's CIP. However, these benefits will be incidental to the District's portion of the CIP financed with a portion of the Assessment Area Two Bonds, which is designed solely to meet the needs of property within Assessment Area Two within the District. Properties outside the District boundaries and outside of



Assessment Area Two within the District do not depend upon the District's CIP. The property owners within Assessment Area Two within the District are therefore receiving special benefits not received by those outside the District's boundaries and outside of Assessment Area Two within the District.

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

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

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

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

## **1.5 Special Benefits Exceed the Costs Allocated**

The special benefits provided to the property owners within Assessment Area Two within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the portion of District's CIP that is necessary to support full development of Assessment Area Two will cost approximately \$8,770,285. The District's Underwriter has determined that financing costs required to fund a portion of the infrastructure improvements for the Assessment Area Two Project, the cost of issuance of the Bonds, funding capitalized interest, and the funding of the debt service reserve account are not to exceed \$8,500,000. Additionally, funding required to complete the CIP not funded with the proceeds of the Assessment Area Two Bonds is anticipated to be funded by Wind Meadows South 2 LLC (the "Developer"). Without the CIP, the property within District would not be able to be developed and occupied by future residents of the community.

## **2.0 Assessment Methodology**

### **2.1 Overview**

The District plans to issue \$7,405,000 in Assessment Area Two Bonds to fund a portion of the District's CIP representing the Assessment Area Two Project, provide for a debt service reserve account, fund capitalized interest, and cost of issuance. It is the purpose of this Assessment Report to allocate the \$7,405,000 in debt to the properties within Assessment Area Two benefiting from the CIP.

Table 1 identifies the proposed land uses as identified by the Developer of the land within Assessment Area Two within the District. The District has relied on the

Engineer's Report for the CIP needed to support the development; these estimated construction costs are outlined in Table 2. The improvements needed to support Assessment Area Two are described in detail in the Engineer's Report and are estimated to cost \$8,770,285. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for a portion of the CIP representing the Assessment Area Two Project and related costs was determined by the District's Underwriter to total \$7,405,000. Table 3 shows the breakdown of the bond sizing for the Assessment Area Two.

## **2.2 Allocation of Debt**

Allocation of debt is a continuous process until the development plan is completed. The portion of the CIP funded by the Assessment Area Two Bonds benefits all developable acres within Assessment Area Two within the District.

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

Once platting or the recording of declaration of condominium, ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the planned 419 residential units within the District, which are the beneficiaries of the CIP, as depicted in Table 5 and Table 6. If there are changes to the 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 may be supplemented from time to time.

## **2.3 Allocation of Benefit**

The CIP consists of stormwater management facilities, utility facilities, roadways, and contingencies. There is one residential product type within the Assessment Area Two as reflected in Table 1. The single family 50' lot has been set as the base unit and has been assigned one equivalent residential unit ("ERU") per lot. The CIP for the District

is reflected in Table 2. There may be other improvements constructed, but not funded by the Assessment Area Two Bonds. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the CIP on the particular units exceeds the cost that the units 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 the proposed Assessment Area Two Project will provide several types of systems, facilities and services for its residents. These include stormwater management facilities, utility facilities, roadways, and contingencies. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

For the provision of the Assessment Area Two Project relating to the Development, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of 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 non-ad valorem special assessment levied for the improvement or the debt as allocated.

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

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

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's Assessment Area Two Project relating to the Development have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within Assessment Area Two within the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar 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 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 per unit debt allocation assuming all anticipated units are platted, built and sold as planned, and the Assessment Area Two Project are developed or acquired and financed by the District.

### **3.0 True Up Mechanism**

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

### **4.0 Assessment Roll**

The District will initially distribute the liens across the property within Assessment Area Two within the District boundaries on a gross acreage basis. As Assigned Property becomes 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 changes, then the District will update Table 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. At this time the debt associated with the District's CIP will be distributed evenly across

the acres within the District. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

<p>TABLE 1</p> <p>WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT</p> <p>DEVELOPMENT PROGRAM</p> <p>SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA 2</p>
---

Land Use*	Phase 2	Total	ERUs per Unit (1)	Total ERUs
Single Family - 50'	419	419	1.00	419.00
Total Units	419	419		419.00

(1) Benefit is allocated on an ERU basis; based on density of planned development, with the Single Family 50' lot as the base unit at 1 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  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA 2

Capital Improvement Plan ("CIP") (1)		Phase 2
Offsite Improvements	\$	-
Stormwater Management	\$	3,122,356
Utilities (Water, Sewer, & Street Lighting)	\$	3,350,630
Roadway	\$	1,500,000
Entry Feature	\$	-
Parks and Amenities	\$	-
Contingencies	\$	797,299
	\$	8,770,285

(1) A detailed description of these improvements is provided in the Engineer's Report dated March 31, 2023.

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
BOND SIZING  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA 2

**Bond Sizing**

Description		Phase 2
Construction Funds	\$	6,284,774
Debt Service Reserve	\$	523,750
Capitalized Interest	\$	248,376
Underwriters Discount	\$	148,100
Cost of Issuance	\$	200,000
<b>Par Amount*</b>	<b>\$</b>	<b>7,405,000</b>

Bond Assumptions:

Average Coupon	5.75%
Amortization	30 Years
Capitalized Interest	7 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

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TABLE 4  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF IMPROVEMENT COSTS  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA 2

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family - 50'	419	1.00	419.00	100.00%	\$ 8,770,284.56	\$ 20,931.47
	419		419.00	100.00%	\$ 8,770,284.56	

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

TABLE 5  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA 2

Land Use	No. of Units *	Total Improvements Costs Per Product	Allocation of Par Debt Per Product	Par Per Unit
		Type	Type	
Single Family - 50'	419	\$ 8,770,285	\$ 7,405,000	\$ 17,673
	419	\$ 8,770,285	\$ 7,405,000	\$ 17,673

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA 2

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)
Single Family - 50'	419	\$ 7,405,000	\$ 17,673	\$ 523,750	\$ 1,250	\$ 1,344
	419	\$ 7,405,000		\$ 523,750		

(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  
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA 2

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)
Wind Meadows South 2 LLC	See Attached Legal	114.14	\$ 64,876	\$ 7,405,000	\$ 523,750	\$ 563,172
<b>Totals</b>		<b>114.14</b>		<b>\$ 7,405,000</b>	<b>\$ 523,750</b>	<b>\$ 563,172</b>

\* - See Legal Attached

Annual Assessment Periods	30
Projected Bond Rate (%)	5.75%
Maximum Annual Debt Service	\$523,750

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

Prepared by: Governmental Management Services - Central Florida, LLC

# Exhibit A

## **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** **NOT A BOUNDARY SURVEY**

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1925 Bartow Road, Suite 101, Lakeland, Florida 33801  
(863) 904-4699 - kthompson@platinumsurveying.com

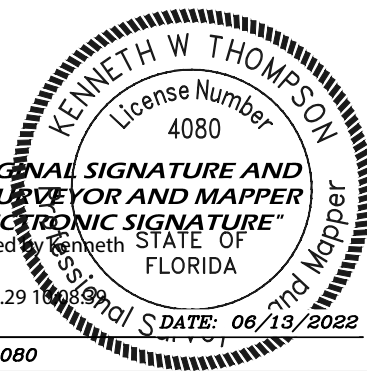
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SURVEYING AND MAPPING BUSINESS - LB 8135**

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**Kenneth W  
Thompson**

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



## **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**

### **NOT A BOUNDARY SURVEY**

THE SEAL APPEARING ON THIS DOCUMENT WAS  
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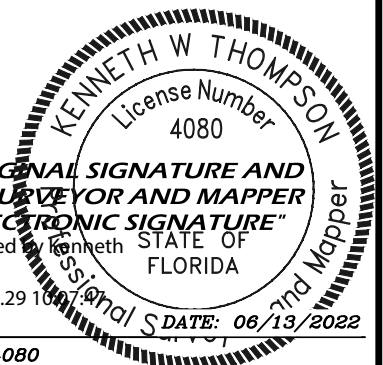
1925 Bartow Road, Suite 101, Lakeland, Florida 33801  
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**Kenneth W  
Thompson**

Digitally signed by Kenneth W Thompson  
Date: 2022.06.29 16:07:09  
-04'00'



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

## **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 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 NOT A BOUNDARY SURVEY**

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.



1925 Bartow Road, Suite 101, Lakeland, Florida 33801  
(863) 904-4699 - kthompson@platinumsurveying.com

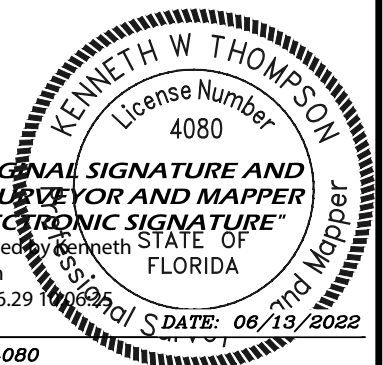
**STATE OF FLORIDA AUTHORIZATION FOR:  
SURVEYING AND MAPPING BUSINESS - LB 8135**

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

**Kenneth W  
Thompson**

Digitally signed by Kenneth W Thompson  
Date: 2022.06.29 10:06:25  
-04'00'

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



## SECTION VIII



April 4, 2023

Wind Meadows South Community Development District  
c/o Governmental Management Services  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: Ms. Jill Burns

Re: Wind Meadows South CDD, Series 2023 Bonds

Dear Ms. Burns:

We are writing to provide you, as the Summer Woods Community Development District (the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)<sup>1</sup> (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the "Bonds"). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

The specific parameters under which FMS will underwrite the Bonds will be set forth in a Bond Resolution adopted by the Board.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.

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<sup>1</sup> Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal,

accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By:   
Name: Jon Kessler  
Title: Executive Director

**WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT**

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

## SECTION IX



## RESOLUTION 2023-14

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2023/2024; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Wind Meadows South Community Development District (“**District**”) prior to June 15, 2023, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

**WHEREAS**, it is in the best interest of the District to fund the administrative and operations services (together, “**Services**”) set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes (“**Assessments**”), as set forth in the preliminary assessment roll included within the Proposed Budget; and

**WHEREAS**, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

**WHEREAS**, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

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

**1. PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

**2. DECLARING ASSESSMENTS.** Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the “**District’s Office**,” 219 East Livingston Street, Orlando, Florida 32801. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The

preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2023, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

**3. SETTING PUBLIC HEARINGS.** Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: Wednesday, July 12, 2023  
HOUR: 1:30 PM  
LOCATION: Holiday Inn—Winter Haven  
200 Cypress Gardens Blvd.  
Winter Haven, FL 33880

**4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Bartow, Florida and Polk County at least 60 days prior to the hearing set above.

**5. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 3, and shall remain on the website for at least 45 days.

**6. PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Polk County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

**7. 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.

**8. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 12<sup>TH</sup> DAY OF APRIL 2023.**

ATTEST:

**WIND MEADOWS SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

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

***Wind Meadows South***  
***Community Development District***

***Proposed Budget***  
***FY2024***



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**Wind Meadows South**  
**Community Development District**  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2023	Actuals Through 2/28/23	Projected Next 7 Months	Projected Through 9/30/23	Proposed Budget FY2024
<b>Revenues</b>					
Assessments - Tax Roll	\$ 270,400	\$ 270,629	\$ -	\$ 270,629	\$ 475,662
Assessments - Direct	\$ -	\$ -	\$ -	\$ -	\$ 97,192
Developer Contributions	\$ 130,792	\$ 69,548	\$ 44,798	\$ 114,346	\$ -
Boundary Amendment Contribution	\$ -	\$ 5,687	\$ -	\$ 5,687	\$ -
<b>Total Revenues</b>	<b>\$ 401,192</b>	<b>\$ 345,864</b>	<b>\$ 44,798</b>	<b>\$ 390,662</b>	<b>\$ 572,854</b>
<b>Expenditures</b>					
<i>General &amp; Administrative</i>					
Supervisor Fees	\$ 12,000	\$ -	\$ 7,000	\$ 7,000	\$ 12,000
Engineering	\$ 15,000	\$ 1,375	\$ 1,925	\$ 3,300	\$ 15,000
Attorney	\$ 25,000	\$ 11,357	\$ 15,900	\$ 27,257	\$ 25,000
Annual Audit	\$ 3,400	\$ -	\$ 3,400	\$ 3,400	\$ 5,000
Assessment Administration	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
Arbitrage	\$ 500	\$ -	\$ 450	\$ 450	\$ 900
Dissemination	\$ 5,000	\$ 2,083	\$ 2,917	\$ 5,000	\$ 6,000
Trustee Fees	\$ 5,000	\$ 4,041	\$ -	\$ 4,041	\$ 9,041
Management Fees	\$ 36,750	\$ 15,313	\$ 21,438	\$ 36,750	\$ 38,588
Information Technology	\$ 1,800	\$ 750	\$ 1,050	\$ 1,800	\$ 1,800
Website Maintenance	\$ 1,200	\$ 500	\$ 700	\$ 1,200	\$ 1,200
Telephone	\$ 300	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 1,000	\$ 183	\$ 257	\$ 440	\$ 1,000
Insurance	\$ 5,500	\$ 5,375	\$ -	\$ 5,375	\$ 6,325
Copies	\$ 1,000	\$ 5	\$ 20	\$ 25	\$ 1,000
Legal Advertising	\$ 10,000	\$ 1,758	\$ 5,878	\$ 7,636	\$ 7,500
Contingency	\$ 5,000	\$ 1,485	\$ 350	\$ 1,835	\$ 1,000
Office Supplies	\$ 625	\$ 8	\$ 12	\$ 20	\$ 625
Travel Per Diem	\$ 660	\$ -	\$ -	\$ -	\$ -
Boundary Amendment Expense	\$ -	\$ 8,879	\$ -	\$ 8,879	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
<b>Subtotal Administrative Expenditures</b>	<b>\$ 134,910</b>	<b>\$ 58,287</b>	<b>\$ 61,296</b>	<b>\$ 119,583</b>	<b>\$ 137,154</b>
<i>Operations &amp; Maintenance</i>					
<b>Field Expenditures</b>					
Property Insurance	\$ 5,000	\$ -	\$ 2,500	\$ 2,500	\$ 7,500
Field Management	\$ 15,000	\$ 3,125	\$ 4,375	\$ 7,500	\$ 15,750
Landscape Maintenance	\$ 99,320	\$ 42,780	\$ 53,153	\$ 95,933	\$ 145,000
Landscape Replacement	\$ 15,000	\$ -	\$ 7,500	\$ 7,500	\$ 20,000
Lake Maintenance	\$ -	\$ 900	\$ 1,575	\$ 2,475	\$ 3,500
Streetlights	\$ 15,000	\$ -	\$ 7,500	\$ 7,500	\$ 15,000
Electric	\$ 5,500	\$ -	\$ 2,750	\$ 2,750	\$ 5,500
Water & Sewer	\$ 10,000	\$ 29,214	\$ 40,900	\$ 70,114	\$ 50,000
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ -	\$ 1,250	\$ 1,250	\$ 2,500
Irrigation Repairs	\$ 5,000	\$ 405	\$ 2,026	\$ 2,432	\$ 8,000
General Repairs & Maintenance	\$ 15,000	\$ -	\$ 7,500	\$ 7,500	\$ 15,000
Contingency	\$ 7,500	\$ 9,624	\$ -	\$ 9,624	\$ 7,500
<b>Subtotal Field Expenditures</b>	<b>\$ 194,820</b>	<b>\$ 86,048</b>	<b>\$ 131,030</b>	<b>\$ 217,078</b>	<b>\$ 295,250</b>

# Wind Meadows South

## Community Development District

### Proposed Budget

### General Fund

Description	Adopted Budget FY2023	Actuals Through 2/28/23	Projected Next 7 Months	Projected Through 9/30/23	Proposed Budget FY2024
<b>Amenity Expenditures</b>					
Amenity - Electric	\$ 10,500	\$ -	\$ 5,250	\$ 5,250	\$ 18,000
Amenity - Water	\$ 5,833	\$ -	\$ 2,917	\$ 2,917	\$ 10,000
Internet	\$ 1,750	\$ -	\$ 875	\$ 875	\$ 3,000
Pest Control	\$ 420	\$ -	\$ 210	\$ 210	\$ 2,200
Janitorial Service	\$ 5,833	\$ -	\$ 2,917	\$ 2,917	\$ 15,000
Security Services	\$ 10,000	\$ -	\$ 5,000	\$ 5,000	\$ 27,500
Pool Maintenance	\$ 12,833	\$ -	\$ 17,500	\$ 17,500	\$ 30,000
Amenity Repairs & Maintenance	\$ 7,000	\$ -	\$ 3,500	\$ 3,500	\$ 12,000
Amenity Access Management	\$ 2,917	\$ -	\$ 1,458	\$ 1,458	\$ 5,250
Contingency	\$ 4,375	\$ 359	\$ 4,016	\$ 4,375	\$ 7,500
<b>Subtotal Field Expenditures</b>	<b>\$ 61,462</b>	<b>\$ 359</b>	<b>\$ 43,643</b>	<b>\$ 44,002</b>	<b>\$ 130,450</b>
<u>Other Expenditures</u>					
Capital Reserves - Transfer	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	\$ 10,000
<u>Total Other Expenditures</u>	<u>\$ 10,000</u>	<u>\$ -</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>
<b>Total Expenditures</b>	<b>\$ 401,192</b>	<b>\$ 144,694</b>	<b>\$ 245,969</b>	<b>\$ 390,662</b>	<b>\$ 572,854</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 0</b>	<b>\$ 201,171</b>	<b>\$ (201,171)</b>	<b>\$ -</b>	<b>\$ -</b>

Net Assessments	\$ 572,854
Add: Discounts & Collections 7%	\$43,118
Gross Assessments	<u>\$615,972</u>

Product	Assessable Units	ERU's	Total ERU's	Net Assessment	Net Per Unit	Gross Per Unit
Phase 1 - Single Family	416	1.00	416.00	\$ 475,662	\$ 1,143.42	\$ 1,229
Phase 2 - Unplatted	419	0.20	85.00	\$ 97,192	\$ 231.96	\$ 249
<b>Total Tax Roll</b>	<b>835</b>		<b>501.00</b>	<b>\$ 572,853.50</b>		

FY2024	FY2023	Increase/ (Decrease)
\$ 1,229	\$ 698.92	\$ 531
\$ 249	\$ -	\$ 249

# Wind Meadows South

## Community Development District

### General Fund Budget

#### **Revenues:**

##### **Assessments**

The District will levy a non-ad valorem assessment on all assessable property within the District to fund all general operating and maintenance expenditures during the fiscal year.

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#### **Expenditures:**

##### **General & Administrative:**

###### **Supervisor Fees**

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

###### **Engineering**

The District's engineer provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

###### **Attorney**

The District's legal counsel provides general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

###### **Annual Audit**

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

###### **Assessment Administration**

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

###### **Arbitrage**

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on Series 2021 and anticipated bond issuance.

###### **Dissemination**

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon Series 2021 and anticipated bond issuance.

# **Wind Meadows South**

## **Community Development District**

### **General Fund Budget**

#### *Trustee Fees*

The District will incur trustee related costs with the issuance of its' issued bonds.

#### *Management Fees*

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

#### *Information Technology*

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

#### *Website Maintenance*

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

#### *Postage & Delivery*

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

#### *Insurance*

The District's general liability and public official's liability insurance coverages.

#### *Copies*

Printing agenda materials for board meetings, printing of computerized checks, stationary, envelopes, etc.

#### *Legal Advertising*

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

#### *Contingency*

Bank charges and any other miscellaneous expenses incurred during the year.

#### *Office Supplies*

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

# **Wind Meadows South**

## **Community Development District**

### **General Fund Budget**

#### *Dues, Licenses & Subscriptions*

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

#### *Operations & Maintenance:*

##### **Field Services**

##### *Property Insurance*

The District's property insurance coverages.

##### *Field Management*

Represents the costs of services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

##### *Landscape Maintenance*

Represents the maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed.

##### *Landscape Replacement*

Represents the estimated cost of replacing landscaping within the common areas of the District.

##### *Streetlights*

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

##### *Electric*

Represents current and estimated electric charges of common areas throughout the District.

##### *Water & Sewer*

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

##### *Sidewalk & Asphalt Maintenance*

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

# **Wind Meadows South**

## **Community Development District**

### **General Fund Budget**

#### *Irrigation Repairs*

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

#### *General Repairs & Maintenance*

Represents estimated costs for general repairs and maintenance of the District's common areas.

#### *Contingency*

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

### **Amenity Expenditures**

#### *Amenity - Electric*

Represents estimated electric charges for the District's amenity facilities.

#### *Amenity – Water*

Represents estimated water charges for the District's amenity facilities.

#### *Internet*

Internet service will be added for use at the Amenity Center.

#### *Pest Control*

The District will incur costs for pest control treatments to its amenity facilities.

#### *Janitorial Services*

Represents the costs to provide janitorial services and supplies for the District's amenity facilities.

#### *Security Services*

Represents the estimated cost of contracting a monthly security service for the District's amenity facilities.

#### *Pool Maintenance*

Represents the costs of regular cleaning and treatments of the District's pool.

#### *Amenity Repairs & Maintenance*

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

#### *Amenity Access Management*

Represents the cost of managing access to the District's amenity facilities.

**Wind Meadows South  
Community Development District  
General Fund Budget**

**Contingency**

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

**Other Expenses:**

**Capital Reserves**

Funds collected and reserved for the replacement of and/or purchase of new capital improvements throughout the District.

**Wind Meadows South**  
**Community Development District**  
**Proposed Budget**  
**Series 2021 Debt Service Fund**

Description	Adopted Budget FY2022	Actual Through 2/28/23	Projected Next 7 Months	Projected Through 9/30/23	Proposed Budget FY2024
<b>Revenues</b>					
Assessment - Tax Roll	\$ 520,000	\$ 520,442	\$ -	\$ 520,442	\$ 520,000
Assessment - Lot Closing	\$ -	\$ 59,293	\$ -	\$ 59,293	\$ -
Interest Income	\$ -	\$ 7,076	\$ 3,538	\$ 10,614	\$ -
Carry Forward Surplus	\$ 165,371	\$ 105,136	\$ -	\$ 105,136	\$ 174,743
<b>Total Revenues</b>	<b>\$ 685,371</b>	<b>\$ 691,947</b>	<b>\$ 3,538</b>	<b>\$ 695,485</b>	<b>\$ 694,743</b>
<b>Expenses</b>					
Interest - 11/1	\$ 165,371	\$ 165,371	\$ -	\$ 165,371	\$ 163,091
Principal - 5/1	\$ 190,000	\$ -	\$ 190,000	\$ 190,000	\$ 195,000
Interest - 5/1	\$ 165,371	\$ -	\$ 165,371	\$ 165,371	\$ 163,091
<b>Total Expenditures</b>	<b>\$ 520,743</b>	<b>\$ 165,371</b>	<b>\$ 355,371</b>	<b>\$ 520,742</b>	<b>\$ 521,183</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 164,629</b>	<b>\$ 526,576</b>	<b>\$ (351,833)</b>	<b>\$ 174,743</b>	<b>\$ 173,561</b>

Interest Expense - 11/1	\$ 160,751
<b>Total</b>	<b>\$ 160,751</b>

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family - 50'	327	\$ 408,750	\$ 1,250	\$ 1,344
Single Family - 70'	89	\$ 111,250	\$ 1,250	\$ 1,344
	416	\$ 520,000		



Date	Balance	Principal	Interest	Total
11/01/23	\$ 9,145,000.00	\$ -	\$ 163,091.25	\$ 518,462.50
05/01/24	\$ 9,145,000.00	\$ 195,000.00	\$ 163,091.25	
11/01/24	\$ 8,950,000.00	\$ -	\$ 160,751.25	\$ 518,842.50
05/01/25	\$ 8,950,000.00	\$ 200,000.00	\$ 160,751.25	
11/01/25	\$ 8,545,000.00	\$ -	\$ 158,351.25	\$ 519,102.50
05/01/26	\$ 8,545,000.00	\$ 205,000.00	\$ 158,351.25	
11/01/26	\$ 8,545,000.00	\$ -	\$ 155,891.25	\$ 519,242.50
05/01/27	\$ 8,545,000.00	\$ 210,000.00	\$ 155,891.25	
11/01/27	\$ 8,335,000.00	\$ -	\$ 152,793.75	\$ 518,685.00
05/01/28	\$ 8,335,000.00	\$ 215,000.00	\$ 152,793.75	
11/01/28	\$ 8,120,000.00	\$ -	\$ 149,622.50	\$ 517,416.25
05/01/29	\$ 8,120,000.00	\$ 220,000.00	\$ 149,622.50	
11/01/29	\$ 7,900,000.00	\$ -	\$ 146,377.50	\$ 516,000.00
05/01/30	\$ 7,900,000.00	\$ 230,000.00	\$ 146,377.50	
11/01/30	\$ 7,670,000.00	\$ -	\$ 142,985.00	\$ 519,362.50
05/01/31	\$ 7,670,000.00	\$ 235,000.00	\$ 142,985.00	
11/01/31	\$ 7,435,000.00	\$ -	\$ 139,518.75	\$ 517,503.75
05/01/32	\$ 7,435,000.00	\$ 240,000.00	\$ 139,518.75	
11/01/32	\$ 7,195,000.00	\$ -	\$ 135,498.75	\$ 515,017.50
05/01/33	\$ 7,195,000.00	\$ 250,000.00	\$ 135,498.75	
11/01/33	\$ 6,945,000.00	\$ -	\$ 131,311.25	\$ 516,810.00
05/01/34	\$ 6,945,000.00	\$ 260,000.00	\$ 131,311.25	
11/01/34	\$ 6,685,000.00	\$ -	\$ 126,956.25	\$ 518,267.50
05/01/35	\$ 6,685,000.00	\$ 270,000.00	\$ 126,956.25	
11/01/35	\$ 6,415,000.00	\$ -	\$ 122,433.75	\$ 519,390.00
05/01/36	\$ 6,415,000.00	\$ 275,000.00	\$ 122,433.75	
11/01/36	\$ 6,140,000.00	\$ -	\$ 117,827.50	\$ 515,261.25
05/01/37	\$ 6,140,000.00	\$ 285,000.00	\$ 117,827.50	
11/01/37	\$ 5,855,000.00	\$ -	\$ 113,053.75	\$ 515,881.25
05/01/38	\$ 5,855,000.00	\$ 295,000.00	\$ 113,053.75	
11/01/38	\$ 5,560,000.00	\$ -	\$ 108,112.50	\$ 516,166.25
05/01/39	\$ 5,560,000.00	\$ 305,000.00	\$ 108,112.50	
11/01/39	\$ 5,255,000.00	\$ -	\$ 103,003.75	\$ 516,116.25
05/01/40	\$ 5,255,000.00	\$ 315,000.00	\$ 103,003.75	
11/01/40	\$ 4,610,000.00	\$ -	\$ 97,727.50	\$ 515,731.25
05/01/41	\$ 4,610,000.00	\$ 330,000.00	\$ 97,727.50	
11/01/41	\$ 4,610,000.00	\$ -	\$ 92,200.00	\$ 519,927.50
05/01/42	\$ 4,610,000.00	\$ 340,000.00	\$ 92,200.00	
11/01/42	\$ 4,270,000.00	\$ -	\$ 85,400.00	\$ 517,600.00
05/01/43	\$ 4,270,000.00	\$ 355,000.00	\$ 85,400.00	
11/01/43	\$ 3,915,000.00	\$ -	\$ 78,300.00	\$ 518,700.00
05/01/44	\$ 3,915,000.00	\$ 370,000.00	\$ 78,300.00	
11/01/44	\$ 3,545,000.00	\$ -	\$ 70,900.00	\$ 519,200.00
05/01/45	\$ 3,545,000.00	\$ 385,000.00	\$ 70,900.00	
11/01/45	\$ 3,160,000.00	\$ -	\$ 63,200.00	\$ 519,100.00
05/01/46	\$ 3,160,000.00	\$ 400,000.00	\$ 63,200.00	
11/01/46	\$ 2,760,000.00	\$ -	\$ 55,200.00	\$ 518,400.00
05/01/47	\$ 2,760,000.00	\$ 415,000.00	\$ 55,200.00	
11/01/47	\$ 2,345,000.00	\$ -	\$ 46,900.00	\$ 517,100.00
05/01/48	\$ 2,345,000.00	\$ 430,000.00	\$ 46,900.00	
11/01/48	\$ 1,915,000.00	\$ -	\$ 38,300.00	\$ 515,200.00
05/01/49	\$ 1,915,000.00	\$ 450,000.00	\$ 38,300.00	
11/01/49	\$ 1,465,000.00	\$ -	\$ 29,300.00	\$ 517,600.00
05/01/50	\$ 1,465,000.00	\$ 470,000.00	\$ 29,300.00	
11/01/50	\$ 995,000.00	\$ -	\$ 19,900.00	\$ 519,200.00
05/01/51	\$ 995,000.00	\$ 490,000.00	\$ 19,900.00	
11/01/51	\$ 505,000.00	\$ -	\$ 10,100.00	\$ 5

**Wind Meadows South**  
**Community Development District**  
**Proposed Budget**  
**Capital Reserve Fund**

Description	Adopted Budget FY2023	Actual Through 2/28/23	Projected Next 7 Months	Projected Through 9/30/23	Proposed Budget FY2024
<b><u>Revenues</u></b>					
Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,000</b>
<b><u>Expenses</u></b>					
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>Other Financing Sources</u></b>					
Transfer In/(Out)	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	\$ 10,000
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ 20,000</b>

# SECTION X

**RESOLUTION 2023-15**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT APPOINTING THE DISTRICT'S APPOINTED TREASURER, ASSISTANT TREASURER, AND SECRETARY OF THE DISTRICT AS SIGNORS ON THE DISTRICT'S LOCAL BANK ACCOUNT AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District's Board of Supervisors desires to appoint the District's appointed Treasurer, Assistant Treasurer, and Secretary as signors on the District's local bank account.

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

**SECTION 1.** The District's appointed Treasurer, Assistant Treasurer, and Secretary shall be appointed as signors on the District's local bank account.

**SECTION 2.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 12th day of April 2023.

ATTEST:

**WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

## SECTION XI

## RESOLUTION 2023-16

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED ANNUAL MEETING SCHEDULE FOR REMAINING FISCAL YEAR 2023 MEETING DATES; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Wind Meadows South Community Development District (the “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, Polk County, Florida; and

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

**WHEREAS**, the Board desires to adopt an amended Fiscal Year 2023 annual meeting schedule for remaining meeting dates attached as **Exhibit A**.

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

**SECTION 1.** The Fiscal Year 2023 amended annual meeting schedule for remaining dates attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

**PASSED AND ADOPTED** this 12th day of April 2023.

ATTEST:

**WIND MEADOWS SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:** Amended Fiscal Year 2023 Annual Meeting Schedule for Remaining Dates

**Exhibit A**

**BOARD OF SUPERVISORS MEETING DATES  
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2022/2023**

The Board of Supervisors of the Wind Meadows South Community Development District will hold their remaining regular meetings for Fiscal Year 2022/2023 at 1:30 PM on the 2<sup>nd</sup> Wednesday of every month at the Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880, unless otherwise indicated, as follows:

**May 10, 2023  
June 14, 2023  
July 12, 2023  
August 9, 2023  
September 13, 2023**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

## SECTION XII



# AGREEMENT FOR CONSTRUCTION OF WIND MEADOWS PHASE 2A AND 2B

This Contract is by and between **Wind Meadows South 2, LLC** (Owner) and **Center State Development, LLC** (Contractor). Owner and Contractor hereby agree as follows:

## ARTICLE 1—THE WORK

### 1.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete, or cause to be completed, all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  - 1. **Wind Meadows South Phase 2A and 2B** which consists of **site work and construction necessary for development of Phase 2A and 2B , including stormwater improvements and water/sanitary sewer improvements.**
  - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **in the area identified as Phase 2A and 2B of the Wind Meadows South CDD.**
- C. The Parties recognize that the Contractor may use one or more subcontractors to perform the Work, in which case Contractor shall be solely responsible for coordinating and managing the Work according to this Contract and for holding said subcontractor(s) responsible for the terms of this Contract. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the Owner. The Owner hereby consents to the use of Odom Contracting, LLC, as subcontractor for the Work.

## ARTICLE 2—CONTRACT DOCUMENTS

### 2.01 *Intent of Contract Documents*

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the

performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.
- D. *Contract Price or Contract Times:* References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.
- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

## 2.02 *Contract Documents Defined*

- A. The Contract Documents consist of the following documents:
  - 1. This Contract ~~for Construction of a Small Project.~~
  - 2. ~~Performance bond.~~ [reserved]
  - 3. ~~Payment bond.~~ [reserved]
  - 4. Demand Note Agreement
  - 5. Specifications as listed in the Specifications Table of Contents.
  - 6. ~~Drawings as listed on the Drawing Sheet Index.~~ Construction Plans for Wind Meadows South, dated December 17, 2020
  - 7. ~~Addenda.~~
  - 8. Exhibits to this Contract (enumerated as follows):
    - a. **Exhibit A: Price Proposal for Construction of Phase 2A**
    - b. **Exhibit B: Price Proposal for Construction of Phase 2B**
  - 9. The following which may be delivered or issued on or after the Effective Date of the Contract:
    - a. Notice to Proceed (~~EJCDC® C-550~~).
    - b. Work Change Directives (~~EJCDC® C-940~~).
    - c. Change Orders (~~EJCDC® C-941~~).
    - d. Field Orders (~~EJCDC® C-942~~).

## ARTICLE 3—ENGINEER

### 3.01 *Engineer*

- A. The Engineer for this Project is **Hunter Engineering, Inc.**

## ARTICLE 4—CONTRACT TIMES

### 4.01 *Contract Times*

- A. ~~The Work will be substantially complete on or before [date] and completed and ready for final payment on or before [date].~~
- B. ~~The Work will be substantially complete within [number of days] days after the Effective Date of the Contract and completed and ready for final payment within [number of days] days after the issuance of a Notice to Proceed Effective Date of the Contract.~~
- C. Contractor shall provide a proposed schedule identifying the dates of substantial and final completion for approval by Owner and, upon approval, shall complete the Project in accordance therewith. The Contract Times will commence to run on the day indicated in the Notice to Proceed. No Work shall be performed at the Site before the issuance of a Notice to Proceed.

### 4.02 *~~[Reserved] Liquidated Damages~~*

- A. ~~Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner \$[amount calculated for liquidated damages] for each day that expires after the Contract Time for substantial completion.~~

### 4.03 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include only the following:

1. Severe and unavoidable acts of God or natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;
3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner); and
4. Acts of war or terrorism.

Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 15 days of the damaging, delaying, disrupting, or interfering event, or such claim shall be waived. Contractor shall be required to prove that any abnormal weather conditions are in excess of normal rainfall amounts or other normal weather conditions, and must provide such documentation of unusually severe weather as the Engineer deems reasonably necessary. Normal seasonal adverse weather typical for the Project area, including heavy rain shall not be deemed as causing any delays for the Project.

In no event shall Owner or Engineer be liable to Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety or employee or any agent of them, for damages, including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from:

1. delays caused by or within the control of Contractor (or Subcontractor or Supplier); or
2. delays beyond the control of both Owner and Contractor, including, but not limited to, fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work;

Nor shall Owner or Engineer of each of them be liable to Contractor for any claims, costs, losses or damages sustained by Contractor on or in connection with any other project or anticipated project.

Except for an adjustment to the Contract Times, the Contractor shall not be entitled to and hereby waives any and all damages that it may suffer by reason of delay or for any Act of God, and waives all damages that it may suffer by reason of such delay including but not limited to lost profits, overhead, and other consequential damages. No payment of any claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances that are avoidable by Contractor.

- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

#### 4.04 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments. Except for modifications agreed to by the engineer and Owner, the schedule shall be in accordance with the schedule submitted in the Contractor's Bid.
- B. Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.



## ARTICLE 5—CONTRACT PRICE

### 5.01 *Payment*

- A. Owner shall pay Contractor, in accordance with the Contract Documents, the lump sum amount of **\$3,165,952.00** for all Work in Phase 2A and **\$1,440,933.00** for all Work in Phase 2B, in accordance with the unit prices set forth in the Contract Documents.
- B. ~~Owner shall pay Contractor, in accordance with the Contract Documents, at the following unit prices for each unit of Work completed:~~

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
<del>Total of all extended prices for Estimated Quantities of Work</del>					<del>\$</del>

~~Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.~~

## ARTICLE 6—BONDS AND INSURANCE

### 6.01 *Bonds*

- A. In the event that this Contract is assigned to a unit of local government, w~~When Contractor delivers the signed counterparts of the Contract to said unit of government Owner, Contractor shall also deliver the performance bond and payment bond to said unit of government Owner, or such other form of alternative security as may be acceptable to said unit of government. If bonds are required,~~ Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

### 6.02 *Insurance*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. *Workers' Compensation and Employer's Liability*

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$500,000
Each Employee	\$500,000
Policy Limit	\$1,000,000

- b. *Commercial General Liability*

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage*—Each Occurrence	\$1,000,000

\*Property Damage liability shall provide explosion, collapse, and under-ground coverages where applicable.

- c. *Automobile Liability\**

<b>Bodily Injury</b>	
Each Person	\$1,000,000
Each Accident	\$1,000,000
<b>Property Damage</b>	
Each Accident	\$1,000,000
<b>[OR]</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

\*Automobile liability insurance shall include coverage for all owned, non-owned, and hired vehicles

- d. *Excess or Umbrella Liability*

Per Occurrence	\$5,000,000
General Aggregate	\$5,000,000

- e. *Contractor's Pollution Liability\**

Each Occurrence/Claim	\$1,000,000
General Aggregate	\$2,000,000

\*Pollution liability shall cover third-party injury and property damage claims, including clean-up costs.

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing

policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

- C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
  - 1. Products and completed operations coverage maintained for three years after final payment;
  - 2. Blanket contractual liability coverage to the extent permitted by law;
  - 3. Broad form property damage coverage; and
  - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective supervisors, professional staff, officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.
  - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15. Alternatively, the Owner has the right but not the obligation 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 Owner's obtaining the required insurance.

## ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

### 7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

### 7.02 *Supervision and Superintendence*

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Contract. Additionally, Contractor must clean mud and debris from and repair any damage to the Owner's streets used as access to and from the building site. At completion of the Project, Contractor shall remove from the site all waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided in this Contract, the Owner may do so and the cost thereof, if any, shall be reimbursable by Contractor.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.
- E. Contractor shall use all due care to protect the property of the Owner, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within three (3) days.



### 7.03 *Other Work at the Site*

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

### 7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

### 7.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits, licenses, connections, inspections, and certificates of occupancy, unless otherwise provided in the Contract Documents.

### 7.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws ordinances, rules, orders and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify, defend, and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees,

agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.

- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

#### 7.08 *Record Documents*

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work in a format reasonably acceptable to the Owner and Engineer

#### 7.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.
- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

#### 7.10 Submittals

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.
- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

#### 7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.
- B. Contractor hereby warrants all services and workmanship for two (2) years and agrees to assign any and all of the materials and manufacturers' warranties to the Owner. Neither final acceptance of the Project, nor final payment therefor, nor any provisions of this Contract shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services provided under this Contract are found to be defective, deficient or not in accordance with the Contract, including specifically all design services contemplated and/or provided hereunder, Contractor shall correct, remove and/or replace such services and/or materials promptly after receipt of a written notice from the Owner and to correct and pay for any other damage resulting therefrom to the Owner's property or the property

of others such that the Owner receives the maximum benefit of the completed Project contemplated by this Contract.

- C. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or subcontractor to consent to same, then Contractor shall secure the material supplier's and/or subcontractor's consent to assign said warranties to Owner.
- D. Contractor hereby covenants to the Owner that it shall perform the services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity; (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the Owner. Contractor hereby covenants to the Owner that any work product of Contractor shall not call for the use of, nor infringe, any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the Owner.

#### 7.12 *Correction Period*

- A. ~~If within one year~~ two years after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

#### 7.13 *Indemnification*

- A. ~~To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.~~
- B. Contractor agrees to indemnify and hold harmless the Owner and its officers, staff, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of services related to this construction contract. The obligations under this paragraph shall be limited to no more than Five Million Dollars (\$5,000,000.00).



which amount the Owner and Contractor agree bears a reasonable commercial relationship to this Contract. Nothing in this Section is intended to waive or alter any other remedies that the Owner may have as against the Contractor. Additionally, nothing in this Contract requires Contractor to indemnify the Owner for the Owner's percentage of fault if the Owner is adjudged to be more than 50% at fault for any claims against the Owner and Contractor as jointly liable parties; however, Contractor shall indemnify the Owner for any and all percentage of fault attributable to Contractor for claims against the Owner, regardless of whether the Owner is adjudged to be more or less than 50% at fault.

- C. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, and paralegals' fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

## **ARTICLE 8—OWNER'S RESPONSIBILITIES**

### **8.01 Responsibilities**

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project. This Contract grants to Contractor the right to enter the lands which are subject to and necessary to complete the Project contemplated by this Contract, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION**

### **9.01 Engineer's Status**

- A. Engineer will be Owner's representative during construction.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance

of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.

- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## ARTICLE 10—CHANGES IN THE WORK

### 10.01 *Authority to Change the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Contractor agrees to negotiate in good faith to undertake additional work or services desired by the Owner. However, no additional services shall be provided by Contractor prior to the parties' successful negotiations of the additional terms and compensation and execution of a written Change Order. Any adjustment in Contract Price shall be in accordance with the unit prices submitted with the Contractor's bid.

### 10.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### 10.03 *Work Change Directive*

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order,

following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

10.04 *Field Orders*

- A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

**ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

11.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.
  - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.
- B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:
  - 1. Review the condition in question;
  - 2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;
  - 3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
  - 4. Obtain any pertinent cost or schedule information from Contractor;
  - 5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question,

addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

## **ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION**

### **12.01 *Claims Process***

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

## **ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

### **13.01 *Tests and Inspections***

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment. Water for testing shall be provided by others.
- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

### **13.02 *Defective Work***

- A. Contractor warrants that the Work is not defective.



- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
- G. If the Contractor does not repair defective Work within a reasonable period of time, the Owner may, but is not obligated to, engage a third party to repair any defective Work at the Contractor's expense.

## ARTICLE 14—PAYMENTS TO CONTRACTOR

### 14.01 *Progress Payments*

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer and consistent with the schedule of values submitted with Contractor's bid. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

### 14.02 *Applications for Payments*

- A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.
- C. The Owner may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the Owner by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the Owner shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the Owner, that any indebtedness of Contractor, as to services to the Owner, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

#### 14.03 *Retainage*

- A. The Owner shall retain **five (5)%** of each progress payment until the Work is substantially complete. Release of retainage shall be made with the final payment, subject to any set-offs the Owner may have.

#### 14.04 *Review of Applications*

- A. Within 10 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner, or return the application for payment to Contractor indicating Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

#### 14.05 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.
- B. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Contract. Contractor shall keep the Owner's property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Contract, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the Owner, in addition to any and all other remedies available under this Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.

#### 14.06 *Substantial Completion*

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.
- C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of

substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

14.08 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents, and after final acceptance by Polk County and/or the local utility provider, as applicable.
- B. The final application for payment must be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents;
  - 2. Consent of the surety to final payment;
  - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  - 4. A list of all pending claims; and
  - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

14.09 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment. Final payment shall not be construed to mean acceptance of defective work or improper materials.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

## ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such

notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Unless such suspension of Work is due to Contractor's failure to comply with the terms of the Contract Documents or other act, omission, or misconduct of the Contractor, Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

- B. When all or a portion of the Work is suspended for any reason, Contractor shall securely fasten down all coverings and other protections necessary to protect the Work and the Site from injury by the elements or otherwise.

#### 15.02 *Owner May Terminate for Cause*

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
  - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and, in the Owner's reasonable discretion, proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

#### 15.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Owner will pay to Contractor all amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, as well as the cost of reasonably protecting Work in place, and for Work thereafter completed as specified in such notice, as well as release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders



or other related arrangements. In such case, Contractor shall be paid for the following, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set offs, and including fair and reasonable sums for overhead and profit on such Work;
  2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, consequential damages of any kind, or other economic loss arising out of or resulting from such termination.
- C. Upon any such termination, Contractor shall:
1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;
  2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
  3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to Owner of all purchase orders and Subcontracts to the extent they relate to the performance of Work terminated or assign to Owner those orders and Subcontracts and revoke agreements specified in such notice;
  4. Reasonably assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract, as may be necessary;
  5. Complete performance of any Work which is not terminated; and
  6. Deliver to Owner an affidavit regarding the identity of unpaid potential lienors and the amounts due to each.

#### 15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails ~~for 30 days~~ to pay Contractor any sum finally determined to be due within the times provided herein, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

## ARTICLE 16—CONTRACTOR'S REPRESENTATIONS

### 16.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. Should any error or inconsistency appear in the installation plans, construction specifications, and/or other Contract Documents, Contractor, before proceeding with the Project, must notify the Owner for the proper adjustment, and in no case proceed with the Project in uncertainty.
  4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 17—MISCELLANEOUS

### 17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); or by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### 17.02 *Cumulative Remedies*

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

### 17.03 *Limitation of Damages*

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

### 17.04 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

17.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

17.07 *Controlling Law and Venue*

- A. This Contract is to be governed by the law of the state in which the Project is located.
- B. Each party consents that the venue for any litigation arising out of or related to this Contract shall be in Polk County, Florida.
- C. In the event that either the Owner or Contractor is required to enforce this Contract 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.

17.08 *No Third-Party Beneficiaries*

- A. This Contract 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 Contract 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 Contract 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.

17.09 *Independent Contractor*

- A. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the Owner is the relationship of an independent contractor and not that of an employee, agent, joint-venturer or partner of the Owner. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Owner and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the Owner and at all times entirely under Contractor's supervision, direction and control.
- B. In particular, the Owner will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain Workers' Compensation insurance on behalf of Contractor.

17.10 Assignment

- A. Contractor may not assign this Contract or any monies to become due hereunder without the prior written approval of the Owner. Any assignments attempted to be made by Contractor without the prior written approval of the Owner are void. Notwithstanding the foregoing, Contractor acknowledges that this Contract may be assigned to a local unit of special-purpose government, and agrees to cooperate in good faith to effectuate such assignment.
- B. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

17.11 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17.12 Default and Protection Against Third-Party Interference

- A. A default by either party under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Notwithstanding anything contained herein to the contrary, the Parties agree that neither party shall be entitled to consequential or special damages arising out of or relating to this Contract or termination of this Contract in accordance with the terms hereof. The Owner shall be solely responsible for enforcing its rights under this Contract against any interfering third-party. Nothing contained in this Contract shall limit or impair the Owner's right to protect its rights from interference by a third party to this Contract.

17.13 Counterparts; Electronic Signatures

- A. This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- B. Additionally, the parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

[Signatures on following page]



The Effective Date of the Contract is **February 28, 2023**.

**Owner:**

Wind Meadows South 2, LLC

(typed or printed name of organization)

By:

  
(individual's signature)

Date:

3/10/23  
(date signed)

Name: Harold R. Baxter

(typed or printed)

Title: Manager

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

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

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

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

Phone:

Email:

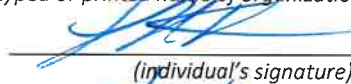
Agreement.)

**Contractor:**

Center State Development, LLC

(typed or printed name of organization)

By:

  
(individual's signature)

Date:

3/10/23  
(date signed)

Name: Harold R. Baxter

(typed or printed)

Title: Manager

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

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

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

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

Phone:

Email:

License No.:

(where applicable)

State:

\_\_\_\_\_

# EXHIBIT A PHASE 2A

CENTER STATE DEVELOPMENT, LLC  
4900 DUNDEE RD.  
WINTER HAVEN, FL 33884

DATE: 01/20/2023

EM: tim@centerstatedev.com

ATTN: TIM TODD

RE: WIND MEADOWS PH 2 A, BARTOW

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
GENERAL CONDITIONS				
MOBILIZATION	1	EA		
<b>TOTAL GENERAL CONDITIONS</b>				<b>\$18,000.00</b>
<b>STORM</b>				
CONTROL STRUCTURE - C	4	EA		
TYPE P-3 INLETS	10	EA		
TYPE J-3 INLETS	5	EA		
TYPE P-3 INLETS	20	EA		
TYPE J-3 INLET	1	EA		
MANHOLES	14	EA		
MES	7	EA		
TESTING	1	EA		
12" HP	850	LF		
15" HP	1115	LF		
18" HP	1859	LF		
24" HP	1110	LF		
30" HP	2343	LF		
36" HP	1182	LF		
42" HP	349	LF		
48" HP	65	LF		
(END FH 100-04 & 110-11)				
<b>TOTAL STORM</b>				<b>\$1,137,514.00</b>
<b>SANITARY</b>				
MANHOLES	39	EA		
LIFT STATION	1	EA		
FORCE MAIN	1	EA		
DROPS	5	EA		
LINE MANHOLE 50	1	EA		
DOUBLE SERVICES	120	EA		
SINGLE SERVICES	25	EA		
8" PVC	8222	LF		
8" DIP	50	LF		
TESTING	1	EA		
(ENDING AT MH 106, 137, 57)				
<b>TOTAL SANITARY</b>				<b>\$1,294,718.00</b>
<b>WATER</b>				
CONNECT TO EXISTING	3	EA		
4" PVC	500	LF		
8" PVC	8150	LF		
4" MJ FITTINGS	4	EA		
8" MJ FITTINGS	29	EA		
8" GATE VALVES	15	EA		

CENTER STATE DEVELOPMENT, LLC  
4900 DUNDEE RD.  
WINTER HAVEN, FL 33884

DATE: 01/20/2023

EM: tim@centerstatedev.com

ATTN: TIM TODD

RE: WIND MEADOWS PH 2 A, BARTOW

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
FHA	12	EA		
4" GATE VALVES	1	EA		
DOUBLE SERVICES	99	EA		
SINGLE SERVICES	55	EA		
TEMPORARY JUMPER	1	EA		
TESTING	1	EA		
TOTAL WATER				<u>\$715,720.00</u>
TOTAL PROJECT				<u>\$3,165,952.00</u>

**NOTES & CONDITIONS:**

1. ADDITIONAL MATERIAL COST SHALL BE ADDED BASED ON PRICE IN EFFECT AT TIME OF SHIPMENT.
2. PER DRAWINGS DESIGN & PERMITTING BY OTHERS.
3. SPECIFICALLY EXCLUDED IS THE HANDLING OR REMOVAL OF ANY HAZARDOUS MATERIAL OR UNSUITABLE MATERIALS FOUND ON THIS SITE.
4. SLEEVES IF REQUIRED NOT INCLUDED IN THIS PRICE.
5. OWNER TO FURNISH ALL PERMITS, APPROVED PLANS, CONSTRUCTION EASEMENTS AND ROWS.
6. THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 CALENDAR DAYS.
7. DEMOLITION PRICES ARE BASED ON A ROUGH ESTIMATE OF PIPE FOOTAGE QUANTITY.
8. WATER FOR TESTING BY OTHERS.
9. GENERATORS FOR LIFT STATIONS UNLESS SPECIFICALLY DESIGNED & SUBMITTED IN BID PLANS SHALL BE EXCLUDED.

**EXCLUDED FROM:**

LAY OUT, SOIL TESTING, DEWATERING, CONFLICTS, ASSULTS, E.P.A. POLLUTION PLAN, RELOCATING EXISTING UTILITIES, IRRIGATION, METERS & METER BOXES FOR POTABLE WATER, REMOVAL OR REPLACEMENT OF TREES AND LANDSCAPING (INCLUDING SOO, SEED, MULCH), REPAIR OF ROAD, M.O.T., ROOF DRAIN TIE-INS, POLE HOLDING, ELECTRIC FOR LIFT STATION & RESTORATION OF ANY KIND.

## EXHIBIT B PHASE 2B

CENTER STATE DEVELOPMENT, LLC  
4900 DUNDEE RD.  
WINTER HAVEN, FL 33884

DATE: 01/20/2023

EM: tim@centerstatedev.com

ATTN: TIM TODD

RE: WIND MEADOWS PH 2 B, BARTOW

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<b>GENERAL CONDITIONS</b>				
MOBILIZATION ON PH 2A	1	EA		
<b>TOTAL GENERAL CONDITIONS</b>				<u>\$0.00</u>
<b>STORM</b>				
TYPE P-5 INLETS	9	EA		
TYPE J-5 INLET	1	EA		
TYPE P-5 INLETS	15	EA		
TYPE J-5 INLET	1	EA		
<b>MANHOLES</b>				
MES	2	EA		
TESTING	2	EA		
15" HP	1140	LF		
18" HP	622	LF		
24" HP	1179	LF		
30" HP	669	LF		
36" HP	182	LF		
<b>TOTAL STORM</b>				<u>\$471,368.00</u>
<b>SANITARY</b>				
<b>MANHOLES</b>				
DROPS	22	EA		
DOUBLE SERVICES	1	EA		
SINGLE SERVICES	67	EA		
8" PVC	13	EA		
TESTING	4550	LF		
<b>TOTAL SANITARY</b>				<u>\$473,490.00</u>
<b>WATER</b>				
CONNECT TO EXISTING BLOW OFF	1	EA		
8" PVC	8000	LF		
8" MJ FITTINGS	17	EA		
8" GATE VALVES	12	EA		
FHA	7	EA		
DOUBLE SERVICES	73	EA		
SINGLE SERVICES	29	EA		
BLOW OFF ASSEMBLY	1	EA		
TEMPORARY JUMPER	1	EA		
TESTING	1	EA		
<b>TOTAL WATER</b>				<u>\$495,475.00</u>
<b>TOTAL PROJECT</b>				<u>\$1,440,933.00</u>

CENTER STATE DEVELOPMENT, LLC  
4900 DUNDEE RD.  
WINTER HAVEN, FL 33884

DATE: 01/20/2023

EM: [tim@centerstatedev.com](mailto:tim@centerstatedev.com)

ATTN: TIM TODD

RE: WIND MEADOWS PH 2 B, BARTOW

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
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NOTES & CONDITIONS:

1. ADDITIONAL MATERIAL COST SHALL BE ADDED BASED ON PRICE IN EFFECT AT TIME OF SHIPMENT.
2. PER DRAWINGS DESIGN & PERMITTING BY OTHERS.
3. SPECIFICALLY EXCLUDED IS THE HANDLING OR REMOVAL OF ANY HAZARDOUS MATERIAL OR UNSUITABLE MATERIALS FOUND ON THIS SITE.
4. SLEEVES IF REQUIRED NOT INCLUDED IN THIS PRICE.
5. OWNER TO FURNISH ALL PERMITS, APPROVED PLANS, CONSTRUCTION EASEMENTS AND BONDS.
6. THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 CALENDAR DAYS.
7. DEMOLITION PRICES ARE BASED ON A ROUGH ESTIMATE OF PIPE FOOTAGE QUANTITY.
8. WATER FOR TESTING BY OTHERS.
9. GENERATORS FOR LIFT STATIONS UNLESS SPECIFICALLY DESIGNED & SUBMITTED IN BID PLANS SHALL BE EXCLUDED.

EXCLUSIONS:

LAY OUT, SOIL TESTING, DEWATERING, CONFLICTS, ASBUILTS, E.P.A. POLLUTION PLAN, RELOCATING EXISTING UTILITIES, IRRIGATION, VALVES & METER BOXES FOR POTABLE WATER, REMOVAL OR REPLACEMENT OF TREES AND LANDSCAPING (INCLUDING SOIL, SEED, MULCH), REPAIR OF ROAD, M.O.T., ROOF DRAIN TIE-INS, POLE HOLDING, ELECTRIC FOR LIFT STATION & RESTORATION OF ANY KIND.

**ASSIGNMENT OF AGREEMENT**  
**WIND MEADOW PHASE 2A and 2B CONSTRUCTION**

Assignor: Wind Meadows South 2, LLC (“**Assignor**”)  
Owner/Assignee: Wind Meadows South Community Development District (“**Assignee**” or “**District**”)  
Contractor: Center State Development, LLC (“**Contractor**”)  
Contract: Agreement for Wind Meadows Phase 2A and 2B Construction, dated February 28, 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 10th day of March, 2023.

**CENTER STATE DEVELOPMENT, LLC**, a  
Florida limited liability company

By: HRB Land Investments, LLC, its Manager

By:   
Name: Harold R. Baxter  
Title: Manager

**WIND MEADOWS SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

By: Center State Development 2, LLC, its  
Manager

By: HRB Land Investments, LLC, its Manager

By:   
Name: Harold R. Baxter  
Title: Manager

**EXHIBITS:**

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

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

STATE OF FLORIDA  
COUNTY OF POLK

BEFORE ME, the undersigned, personally appeared Harold R. Baxter as Manager of HRB Land Investments, LLC, Manager of Center State Development 2, LLC, Manager of Wind Meadows South 2, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, Harold R. Baxter, 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 Center State Development, LLC ("**Contractor**"), dated February 28, 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 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   X   was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*, and a demand note agreement shall be posted in lieu of said bonds.
- (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 10th day of March, 2023.

**Witness:**

  
Signature

Brent Elliott  
Print Name

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

By: Center State Development 2, LLC, its Manager

By: HRB Land Investments, LLC, its Manager


By:   
Name: Harold R. Baxter  
Title: Manager

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of March, 2023, by Harold R. Baxter, on behalf of Wind Meadows South 2, LLC.



[notary seal]

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

- Exhibit A** Agreement by and between Developer and Center State Development, LLC, dated February 28, 2023  
**Exhibit B** Releases  
**Exhibit C** Performance and Payment Bonds



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

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

- (i) The agreement ("**Contractor Agreement**") between Wind Meadows South, LLC and Contractor dated February 28, 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.        Contractor has furnished 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.   X   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. A demand note agreement shall be posted in lieu of said bond.
- (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 10<sup>th</sup> day of March, 2023.

**CENTER STATE DEVELOPMENT, LLC**, a  
Florida limited liability company

By: HRB Land Investments, LLC, its Manager

By: [Signature]  
Name: Harold R. Baxter  
Title: Manager

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of March, 2023, by Harold R. Baxter, on behalf of Center State Development, LLC.



[notary seal]

[Signature]  
(Official Notary Signature)  
Name: Brent Elliott  
Personally Known ☒  
OR Produced Identification ☐  
Type of Identification \_\_\_\_\_

**ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")  
WIND MEADOW PHASE 2A AND 2B CONSTRUCTION**

1. **ASSIGNMENT.** This Addendum applies to that certain Agreement for Wind Meadow Phase 2A and 2B Construction, dated February 28, 2023 ("**Contract**") between the Wind Meadows South Community Development District ("**District**") and Center State Development, 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. **DEMAND NOTE AGREEMENT; PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** The Parties acknowledge and agree that a demand note agreement is anticipated to be posted in lieu of payment and performance bonds for this work. In the event that said payment and performance bond is not posted, 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: Kilinski Van Wyk, 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 10th day of March, 2023, effective as of the date of the Assignment of the Contract.

WITNESS

Signature

Print Name

**CENTER STATE DEVELOPMENT, LLC**, a  
Florida limited liability company

By: HRB Land Investments, LLC, its Manager

By:

Name: Harold R. Baxter

Title: Manager

ATTEST:

Secretary

**WIND MEADOWS SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

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.**

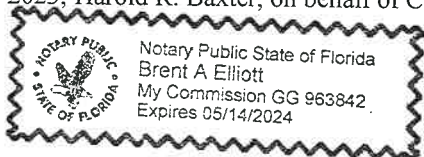
1. This sworn statement is submitted to Wind Meadows South Community Development District By Harold R. Baxter (print name of authorized representative). I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Title Manager (print individual's title) for Center State Development, LLC, ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor. Contractor's business address is: 4900 Dundee Rd., Winter Haven, FL 33884.
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 POLK

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10th day of March, 2023, Harold R. Baxter, on behalf of Center State Development, LLC.



[notary seal]

  
(Official Notary Signature)  
Name: Brent Elliott  
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, Harold R. Baxter (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 Manager (print individual's title) for Center State Development, LLC, ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 4900 Dundee Rd., Winter Haven, FL 33884.
4. Contractor's Federal Employer Identification Number (FEIN) is 85-0609653.  
(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 10th day of March, 2023.

**CENTER STATE DEVELOPMENT, LLC,**  
a Florida limited liability company

By: HRB Land Investments, LLC, its Manager

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

Name: Harold R. Baxter

Title: Manager

STATE OF FLORIDA  
COUNTY OF POLK

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10th day of March, 2023, by Harold R. Baxter, on behalf of Center State Development, LLC.



[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name: Brent Elliott  
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 10th day of March, 2023.

Contractor:

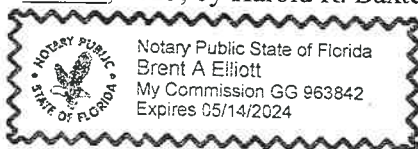
**CENTER STATE DEVELOPMENT, LLC**, a Florida  
limited liability company

By: HRB Land Investments, LLC, its Manager

By: \_\_\_\_\_  
Name: Harold R. Baxter  
Title: Manager

STATE OF FLORIDA  
COUNTY OF POLK

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10th  
day of March, 2023, by Harold R. Baxter, on behalf of Center State Development, LLC.



[notary seal]

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

**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 10th day of March, 2023.

Contractor:

**CENTER STATE DEVELOPMENT, LLC**, a Florida  
limited liability company

By: HRB Land Investments, LLC, its Manager

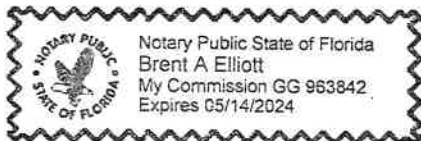
By: 

Name: Harold R. Baxter


Title: Manager

STATE OF FLORIDA  
COUNTY OF POLK

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10th day of March, 2023, by Harold R. Baxter, on behalf of Center State Development, LLC.



[notary seal]

  
(Official Notary Signature)

Name: Brent Elliott

Personally Known ☒

OR Produced Identification ☐

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

<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, Harold R. Baxter (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 Manager (print individual's title) for Center State Development, LLC, ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 4900 Dundee Rd., Winter Haven, FL 33884.
4. Contractor's Federal Employer Identification Number (FEIN) is 85-0609653.  
(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.

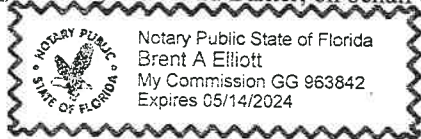
IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE 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 POLK

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10th day of March, 2023, by Harold R. Baxter, on behalf of Center State Development, LLC.



[notary seal]

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

## DEMAND NOTE AGREEMENT

**WHEREAS**, on or around March 10, 2023, the **Wind Meadows South Community Development District** (the “District” or “Owner”) accepted assignment of a construction contract with **Center State Development, LLC**, a Florida limited liability company (“Principal”), for construction services, a copy of which is attached hereto as **Exhibit “A”** (the “Contract”); and

**WHEREAS**, Section 255.05(7), Florida Statutes, provides in pertinent part, “[i]n lieu of the bond required by this section, a contractor may file with the state, county, city or other political authority an alternative form of security in the form of . . . a security of a type listed in part II of chapter 625”; and

**WHEREAS**, Section 255.05(7), Florida Statutes, in *pari materia* with 625.317, Florida Statutes (a component of part II of chapter 625), permits “notes” and “other interest-bearing or interest accruing obligations of any solvent corporation organized under the laws of . . . any state” as alternative forms of security under Section 255.05(7), Florida Statutes; and

**WHEREAS**, Section 255.05(7), Florida Statutes, also provides in pertinent part, that “[a]ny such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section”; and

**WHEREAS**, the landowner, **Wind Meadows South 2, LLC** (“Guarantor”) desires to provide this instrument (“Demand Note”) to obviate the need for the Principal to incur the expense of a standard public construction bond; and

**WHEREAS**, Guarantor is a solvent company organized as required by Section 255.05(7), Florida Statutes; and

**WHEREAS**, the District, Guarantor and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects.

**NOW, THEREFORE**, in consideration of the premises set forth above and the promises contained in this Demand Note, the parties agree as follows:

### Section I

**BY THIS INSTRUMENT**, we, Principal and Guarantor, are bound to Owner, in the sum of up to **\$4,606,885** (“Remaining Contract Price”), which sum shall be subject to adjustment as provided herein, for payment of which we bind ourselves and our successors and assigns, jointly and severally. The recitals are true and correct and by this reference are incorporated herein.

THE CONDITION OF THIS DEMAND NOTE is that if Principal:

1. Performs the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida



Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

3. Pays Owner upon demand all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Demand Note is void; otherwise it remains in full force.

Any changes in or under the documents comprising the Contract and compliance or noncompliance with any formalities required under the Contract do not affect Guarantor's obligation under this Demand Note.

**THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, AND ALL NOTICES AND TIME LIMITATIONS PROVIDED THEREIN ARE INCORPORATED HEREIN BY REFERENCE.**

## **Section II**

A. For any actual amounts due under this Demand Note, Guarantor agrees to pay such amounts upon demand of Owner, plus an amount of interest on all such losses, damages, expenses, costs and attorney's fees from the date such are incurred by Owner, at a rate of 1% per month, provided however that Guarantor's maximum liability under this Demand Note shall be equal to the Contract Price (subject to such adjustments as provided for herein).

B. In accordance with Section 255.05(7), Florida Statutes, the valuation of this Demand Note shall be set at the Contract Price, which the parties agree may be increased in amount by authorized Change Order only with the prior written consent of all parties hereto. Upon Guarantor's or Principal's submission to the District of evidence of proper payment under the Contract, the maximum liability of Guarantor under the Demand Note shall be automatically reduced in an amount equal to such payment amount, and the District shall note the same in its records.

## **Section III**

The District, Guarantor, and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects. In the event that it is determined by a court of competent jurisdiction that this Demand Note does not satisfy such requirements, the parties agree to take all actions necessary to amend this Demand Note to the extent required to satisfy such requirements. In the event that it is determined by any court of competent jurisdiction that this Demand Note does not satisfy such requirements, and amendment of this Demand Note cannot satisfy such requirements, at the District's election, either 1) Guarantor, shall provide an alternate form of security that meets the requirements of Section 255.05(7), Florida Statutes, or 2) the District shall cause Principal to obtain, and Principal agrees to obtain, at Principals' cost and expense, a standard public construction bond pursuant to Section

255.05, *Florida Statutes*, which cost Principal may recover from the District through a change order to the Contract.

#### **Section IV**

In the event any party is required to enforce this Demand Note by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party(ies) all fees and costs incurred, including reasonable attorney's fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

#### **Section V**

This Demand Note and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Demand Note or arising out of, under or in connection with this Demand Note or any document or instrument executed in connection with this Demand Note, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Demand Note. Nothing herein shall waive, supplant or otherwise abrogate any other commitment or obligation contained in any other Demand Note unless specifically noted herein.

#### **Section VI**

All notices, requests, consents and other communications hereunder ("Notifications") shall be in writing and shall be delivered, mailed by Certified Mail, return receipt requested, postage prepaid, or overnight delivery service providing proof of delivery, 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:** Kilinski Van Wyk, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303  
Attn: Jennifer Kilinski

**B. If to Guarantor:** Wind Meadows South 2, LLC  
4900 Dundee Rd  
Winter Haven, FL 33884  
Attn: Harold R. Baxter

**C. If to Principal:**

Center State Development, LLC  
4900 Dundee Rd  
Winter Haven, FL 33884  
Attn: Harold R. Baxter

Except as otherwise provided herein, any Notification shall be deemed received only upon actual delivery at the address set forth herein unless such delivery is refused, in which case Notification shall be deemed received on the date of first attempted delivery. Notifications 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 Notification contained in this Demand Note would otherwise expire on a non-business day, the Notification 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 Notifications on behalf of the parties. Any party or other person to whom Notifications are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notifications shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**Section VII**

The parties agree nothing contained in this Demand Note shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law. This Demand Note is solely for the benefit of the 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 Demand Note 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 Demand Note 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.

**Section VIII**

Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Demand Note. If any provisions of this Demand Note shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Demand Note, and this Demand Note shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

### **Section IX**

No party may assign their rights, duties or obligations under this Demand Note or any monies to become due hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

### **Section X**

This Demand Note has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Demand Note and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Demand Note, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

### **Section XI**

This Demand Note shall become effective immediately.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**WITNESSES:**

Signed, sealed and delivered  
in the presence of:

Halsey Carson  
Print Name: Halsey Carson

Haden E. Ritchie  
Print Name: HADEN E. RITCHIE

**Wind Meadows South Community  
Development District**

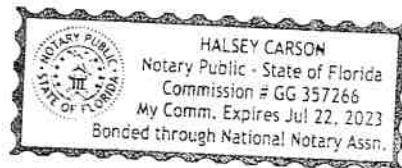
By: Brent Elliot  
Brent Elliot, Chairperson

STATE OF FLORIDA  
COUNTY OF Polk


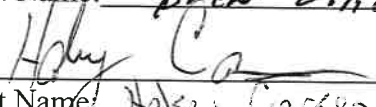
The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization this 10th day of March 2023, by Brent Elliot, as the Chairperson of the Wind  
Meadows South Community Development District, on behalf of the District. He ☒ is personally  
known to me or ☐ produced \_\_\_\_\_ as identification.

Halsey Carson  
Print Name: Halsey Carson  
Notary Public, State of Florida  
Commission No.: 66357266  
My Commission Expires: 7-22-23

{Notary Seal}



Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Print Name: Brent Elliott  
  
\_\_\_\_\_  
Print Name: Haley Carter

**Wind Meadows South 2, LLC**  
a Florida limited liability company

By: Center State Development 2, LLC, its  
Manager


By: HRB Land Investments, LLC, its  
Manager

By:   
\_\_\_\_\_  
Name: Harold R. Baxter  
Title: Manager

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing was sworn to and subscribed before me by means of ☒ physical presence  
or ☐ online notarization this 10<sup>th</sup> day of March 2023, by Harold R. Baxter, on behalf of Wind  
Meadows South 2, LLC, a Florida limited liability company. He ☒ is personally known to me or  
☐ produced \_\_\_\_\_ as identification.



  
\_\_\_\_\_  
(Signature of Notary Public)  
Brent Elliott  
\_\_\_\_\_  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.: GG 963842  
My Commission Expires: 5/14/24



Signed, sealed and delivered  
in the presence of:

[Signature]  
Signature

Brent Elliott  
Print Name

[Signature]  
Signature

HAROLD R. BAXTER  
Print Name

**CENTER STATE DEVELOPMENT, LLC**, a  
Florida limited liability company

By: HRB Land Investments, LLC, its Manager

By: [Signature]  
Name: Harold R. Baxter  
Title: Manager

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing was sworn to and subscribed before me by means of ☒ physical presence  
or ☐ online notarization this 10<sup>th</sup> day of March 2023, by Harold R. Baxter, on behalf of Center State  
Development, LLC. He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as  
identification.



[Signature]  
(Signature of Notary Public)

Brent Elliott  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.: 66963842  
My Commission Expires: 5/14/24

**Exhibit A:** Contract

EXHIBIT A



## PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Mack Concrete Industries, Inc.

ADDRESS: PO Box 157 Astatula, FL 34705

TELEPHONE NUMBER: (352) 742-2333

2. Manufacturer or brand, model or specification number of the item.

See attached

3. Quantity needed as estimated by CONTRACTOR. See attached

4. The price quoted by the supplier for the construction materials identified above.

\$548,951.00

5. The sales tax associated with the price quote. \$SEE ATTACHED

6. Shipping and handling insurance cost. \$TBD

7. Delivery dates as established by CONTRACTOR. TBD

8. By signing below, Contractor affirms that it (i) is not the manufacturer of the materials, (ii) does not have exclusive rights from the manufacturer of the materials to furnish and install the materials, and (iii) has not already purchased the materials, and that (iv) the contractor or subcontractor installing the materials is not also selling the materials to the District.

OWNER: Wind Meadows South Community Development District

  
Authorized Signature (Title) Chairman

3/10/23  
Date

CONTRACTOR: Center State Development, LLC

  
Authorized Signature (Title) Manager

3/10/23  
Date

**MACK CONCRETE INDUSTRIES, INC.**

P.O. Box 157, ASTATULA, FLORIDA 34705

PH: 352-742-2333 / FAX: 352-742-0799

WEB SITE: HTTP://WWW.MACKCONCRETE.COM

Precast Manholes  
Wet Wells and Dry Wells  
Box Culverts

Precast Municipal Inlets  
D.O.T. Precast Structures  
Specialty Precast Items

Customer: **COOM**Ref. Proj: **WIND MEADOWS SOUTH PH 2**Location: **BARTOW, POLK CO.**Engineer: **HUNTER**

Owner:

Date: **12/22/2022**Quote #: **QF66021** REV.2Bid Date: **8/10/2022****The Following Items Are Proposed To Be Furnished**

Estimated Quantity	Item	Unit Price	Totals
16	4' Ø SAN. MANHOLE, (5' WALL), CS55, SEALANT, USF 420G R/C CONWRAP, BOOTS	0/8"	\$2,434
15	4' Ø SAN. MANHOLE, (5' WALL), CS55, SEALANT, USF 420G R/C CONWRAP, BOOTS	5/8"	\$2,696
16	4' Ø SAN. MANHOLE, (5' WALL), CS55, SEALANT, USF 420G R/C CONWRAP, BOOTS	8/10"	\$3,425
8	4' Ø SAN. MANHOLE, (5' WALL), CS55, SEALANT, USF 420G R/C CONWRAP, BOOTS	10/12"	\$3,683
4	4' Ø SAN. MANHOLE, (5' WALL), CS55, SEALANT, USF 420G R/C CONWRAP, BOOTS	12/14"	\$4,504
1	4' Ø SAN. MANHOLE, (5' WALL), CS55, SEALANT, USF 420G R/C CONWRAP, BOOTS	18/18"	\$5,525
7	DROP ENCASEMENTS		\$275
18	12" DROP BLOCKS		\$50
1	8' Ø WETWELL, SEALANT, (HBO), LINER, BOOT		\$40,706
3	ROLLS 9" WRAPID SEAL		\$875
34	TYPE P-5 CURB INLET, USF 5160-6310 F/G		\$1,386
9	TYPE J-5 CURB INLET, USF 5160-6310 F/G (100-6,8,15, 110-13,15, 70-18,20,22, 80-9)		\$3,379
43	TYPE 5 CURB INLET TOP (PLEASE BID WITH CAST IN PLACE NUMBER IN CASE P TOPS ARE UNAVAILABLE)		\$1,275
23	TYPE P-6 CURB INLET, USF 5160-6310 F/G		\$1,510
8	TYPE J-6 CURB INLET, USF 5160-6310 F/G (100-10,17,21, 110-8,17,21, 70-25, 80-21)		\$4,014
31	TYPE 6 CURB INLET TOP (SAME NOTE AS ABOVE)		\$1,700
13	TYPE P MANHOLE, USF 170E R/C		\$2,672
3	TYPE J MANHOLE, USF 170E R/C (100-13,80-12,13)		\$3,928
3	TYPE C CONTROL STR., USF 6210 GRATE, C&E (CS-110,100,90)		\$1,828
NOTE: JOINT SEALANT FOR STORM: \$85.00 PER BOX			
<b>Total</b>			<b>\$537,251</b>

The above prices are F.O.B. jobsite location. The materials are to be unloaded and installed by the purchaser. Should field problems arise to materials covered by this contract, the Purchaser agrees to notify the Seller prior to performing corrective work. Sales tax not included.

Prices are based on truck load shipments. Unanticipated supplemental shipments may result in additional freight and handling charges. Demurrage charges may be charged to the purchaser. Prices are firm for thirty (30) days.

Prices are contingent upon approval of our design and specifications.

Company: \_\_\_\_\_

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

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

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

Purchaser Job No.: \_\_\_\_\_

Project Taxable: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Tax Exempt No: \_\_\_\_\_

Very Truly Yours,

**BRETT CLAFLIN**

bclaflin@mackconcrete.com

Mack Concrete Industries Inc.

Cell #: 352-552-4629

MACK CONCRETE INDUSTRIES

CHANGE ORDER

Customer Name: ODOM Order # CF24408 Quote # QF66021

Order Name: WIND MEADOWS SOUTH PH2 Date sold: 1/20/23

Order Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Approval of Drawings Needed? \_\_\_\_\_ Special Approval: \_\_\_\_\_ Date: \_\_\_\_\_

How to Handle: \_\_\_\_\_

DELIVERY INSTRUCTIONS

Delivery Only (Customer Unload)

( )

ENGINEERING DATA

Date In

Out

Delivery and Unload

( )

Drawings Done & Checked

Delivery, Unload and Set

( )

Date to Approval

Customer Pick-Up

( )

Date Approved

C.O.D.

( )

How Approved

Ship Via

QUANTITY

DESCRIPTION

PRICE

60 4' DIAM PRECAST INVERTS @ \$195 EACH= \$11,700

REASON FOR CHANGE

Sales Representative

BRETT CLAFLIN

Sales # 116

TOTAL CHANGE ORDER

\$ 11,700

## SECTION XIII

# SECTION C



# Wind Meadows South CDD

## Field Management Report



April 12th, 2023

Clayton Smith – Field Services  
Manager

GMS



# Completed

## Site improvements



- ✚ Inspected all CDD contracted areas of responsibility.
- ✚ Frontier Internet Installed.
- ✚ Shade structures cleaned up.
- ✚ Playground now can be secured if needed.
- ✚ Cameras have been installed and access control system is in progress.

# Completed

## Trash Cans



- ✚ Trash cans were installed at playground, Amenity and mail kiosk.

## Playground Rules and Dog Stations

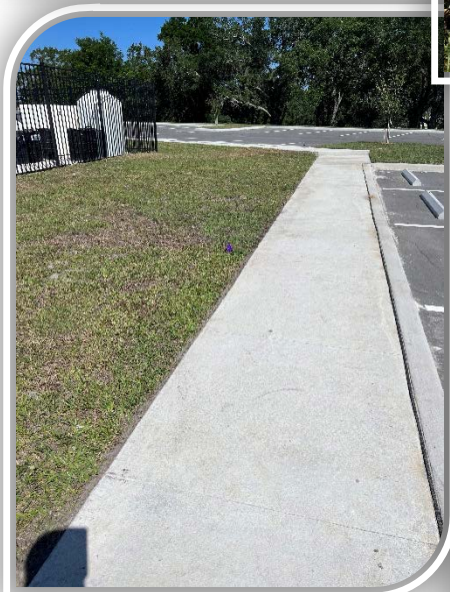
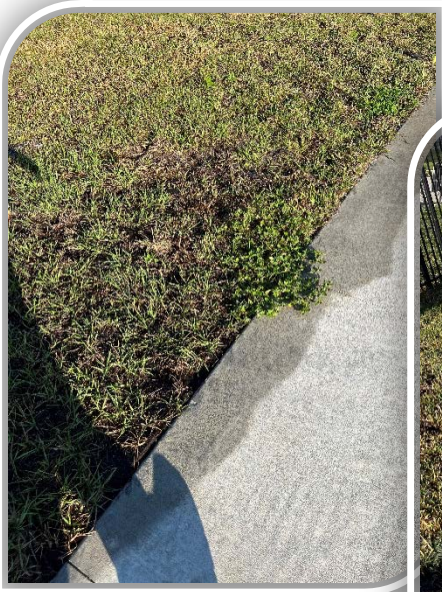


- ✚ Playground rules installed.
- ✚ Dog Stations installed.



# Completed

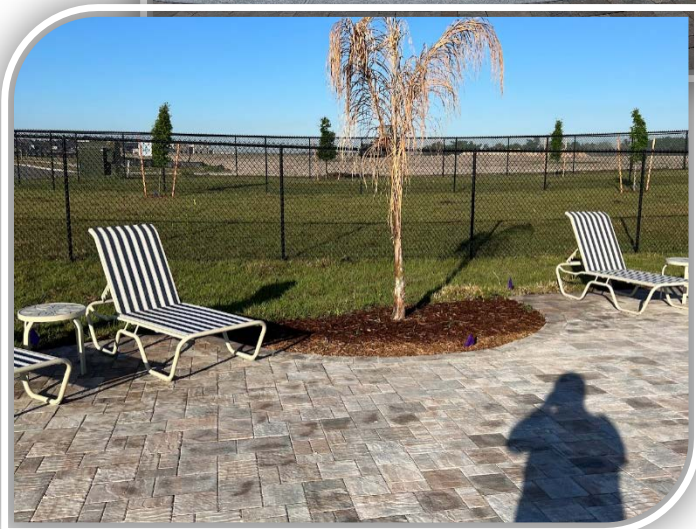
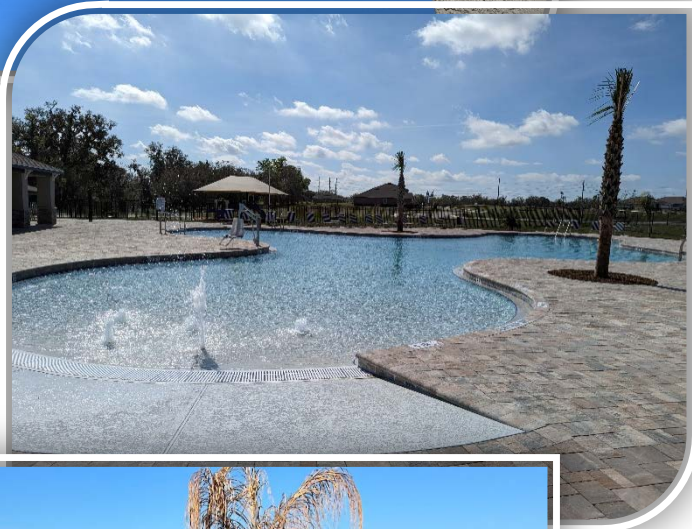
## Lawn Care



- ✚ Landscaper has begun services at the amenity area after allowing time for plants to establish.
- ✚ Overall landscaper is performing satisfactorily per the scope.
- ✚ Some action items have been provided to the vendor.

# In Progress

## Amenity Status Update



- Security system is nearly finished.
- We are currently Waiting for vendor to replace a small palm tree that died at amenity under warranty.
- Some paver issues identified on the pool deck are being rectified under warranty by the install vendor.



# In Progress

## Repairing Damaged Street Sign



- ✚ E.F. Griffin Sign at front of the community was damaged.
- ✚ Ordering replacement signs.

## Site Items

### Berm Mowing



- ✚ We are working to get the area of the berm under our control cleared.
- ✚ Ravine and berm mowing are done 8 times per year.

# 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 D

# SECTION 1

*Wind Meadows South  
Community Development District*

Summary of Invoices

February 01, 2023 through February 28, 2023

<b>Fund</b>	<b>Date</b>	<b>Check No.'s</b>	<b>Amount</b>
General Fund			
	2/9/23	73-77	\$ 12,027.60
	2/13/23	78-80	\$ 8,191.80
	2/17/23	81-82	\$ 132,772.92
	2/28/23	83-84	\$ 5,345.50
<b>Total</b>			<b>\$ 158,337.82</b>





CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
2/13/23	00005	1/17/23 5533	202212 310-51300-49100		*	3,328.80	
		BOUNDARY AMENDMENT DEC 22					
		1/18/23 5523	202204 310-51300-49100		*	219.00	
		BOUNDARY AMENDMENT APR 22					
				KILINSKI/VAN WYK, PLLC			3,547.80 000080
2/17/23	00020	2/17/23 02172023	202302 320-53800-43200		*	.01	
		AUTOPAY					
		2/17/23 02172023	202302 320-53800-43200		V	.01-	
		AUTOPAY					
				CITY OF BARTOW			.00 000081
2/17/23	00019	2/15/23 02152023	202302 300-20700-10200		*	132,772.92	
		TSFR OF TAX RCPTS - S22					
				WIND MEADOWS SOUTH CDD/US BANK			132,772.92 000082
2/28/23	00016	2/27/23 15659	202302 320-53800-47000		*	225.00	
		LAKE MAINTENANCE FEB 23					
				AQUATIC WEED MANAGEMENT, INC.			225.00 000083
2/28/23	00005	2/21/23 5812	202301 310-51300-31500		*	5,120.50	
		GENERAL COUNSEL JAN 23					
				KILINSKI/VAN WYK, PLLC			5,120.50 000084
				TOTAL FOR BANK A		158,337.82	
				TOTAL FOR REGISTER		158,337.82	

## SECTION 2

***Wind Meadows South***  
***Community Development District***

***Unaudited Financial Reporting***  
***February 28, 2023***



# Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Debt Service Series 2021</u>
5	<u>Construction Fund Series 2021</u>
6-7	<u>Month to Month</u>
8	<u>Assessment Receipt Schedule</u>
9	<u>Long Term Debt Schedule</u>

# Wind Meadows South

## Community Development District

### Combined Balance Sheet

February 28, 2023

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
<b>Assets:</b>				
Operating Account	\$ 213,996	\$ -	\$ -	\$ 213,996
Due From Developer	\$ 25,750	\$ -	\$ -	\$ 25,750
<b>Investments:</b>				
<u>Series 2021</u>				
Reserve	\$ -	\$ 520,000	\$ -	\$ 520,000
Revenue	\$ -	\$ 526,576	\$ -	\$ 526,576
Construction	\$ -	\$ -	\$ 4	\$ 4
<b>Total Assets</b>	<b>\$ 239,746</b>	<b>\$ 1,046,576</b>	<b>\$ 4</b>	<b>\$ 1,286,325</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 7,509	\$ -	\$ -	\$ 7,509
<b>Total Liabilities</b>	<b>\$ 7,509</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,509</b>
<b>Fund Balances:</b>				
Restricted for:				
Debt Service - Series 2021	\$ -	\$ 1,046,576	\$ -	\$ 1,046,576
Capital Projects - Series 2021	\$ -	\$ -	\$ 4	\$ 4
Assigned for:				
Unassigned	\$ 232,237	\$ -	\$ -	\$ 232,237
<b>Total Fund Balances</b>	<b>\$ 232,237</b>	<b>\$ 1,046,576</b>	<b>\$ 4</b>	<b>\$ 1,278,816</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 239,746</b>	<b>\$ 1,046,576</b>	<b>\$ 4</b>	<b>\$ 1,286,325</b>

# Wind Meadows South

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2023

	Amended	Prorated Budget	Actual	
	Budget	Thru 02/28/23	Thru 02/28/23	Variance
<b>Revenues</b>				
Assessments - Tax Roll	\$ 270,400	\$ 270,400	\$ 270,629	\$ 230
Developer Contributions	\$ 122,592	\$ 69,548	\$ 69,548	\$ -
Boundary Amendment Contribution	\$ -	\$ -	\$ 5,687	\$ 5,687
<b>Total Revenues</b>	<b>\$ 392,991</b>	<b>\$ 339,947</b>	<b>\$ 345,864</b>	<b>\$ 5,917</b>
<b>Expenditures:</b>				
<b>General &amp; Administrative:</b>				
Supervisor Fees	\$ 12,000	\$ 5,000	\$ -	\$ 5,000
Engineering	\$ 15,000	\$ 6,250	\$ 1,375	\$ 4,875
Attorney	\$ 25,000	\$ 10,417	\$ 11,357	\$ (941)
Annual Audit	\$ 3,400	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 500	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ 2,083	\$ 2,083	\$ (0)
Trustee Fees	\$ 5,000	\$ 5,000	\$ 4,041	\$ 959
Management Fees	\$ 36,750	\$ 15,313	\$ 15,313	\$ -
Information Technology	\$ 1,800	\$ 750	\$ 750	\$ -
Website Maintenance	\$ 1,200	\$ 500	\$ 500	\$ -
Telephone	\$ 300	\$ 125	\$ -	\$ 125
Postage & Delivery	\$ 1,000	\$ 417	\$ 183	\$ 233
Insurance	\$ 5,500	\$ 5,500	\$ 5,375	\$ 125
Printing & Binding	\$ 1,000	\$ 417	\$ 5	\$ 412
Legal Advertising	\$ 10,000	\$ 4,167	\$ 1,758	\$ 2,409
Contingency	\$ 5,000	\$ 2,083	\$ 1,485	\$ 598
Office Supplies	\$ 625	\$ 260	\$ 8	\$ 252
Travel Per Diem	\$ 660	\$ 275	\$ -	\$ 275
Boundary Amendment Expenses	\$ -	\$ -	\$ 8,879	\$ (8,879)
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 134,910</b>	<b>\$ 63,731</b>	<b>\$ 58,287</b>	<b>\$ 5,444</b>
<b>Operations and Maintenance Expenditures</b>				
<b>Field Operations</b>				
Property Insurance	\$ 5,000	\$ 2,083	\$ -	\$ 2,083
Field Management	\$ 15,000	\$ 6,250	\$ 3,125	\$ 3,125
Landscape Maintenance	\$ 91,120	\$ 37,967	\$ 42,780	\$ (4,813)
Landscape Replacement	\$ 15,000	\$ 6,250	\$ -	\$ 6,250
Lake Maintenance	\$ -	\$ -	\$ 900	\$ (900)
Streetlights	\$ 15,000	\$ 6,250	\$ -	\$ 6,250
Electric - Field	\$ 5,500	\$ 2,292	\$ -	\$ 2,292
Water & Sewer - Field	\$ 10,000	\$ 10,000	\$ 29,214	\$ (19,214)
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 1,042	\$ -	\$ 1,042
Irrigation Repairs	\$ 5,000	\$ 2,083	\$ 405	\$ 1,678
General Repairs & Maintenance	\$ 15,000	\$ 6,250	\$ -	\$ 6,250
Field Contingency	\$ 7,500	\$ 7,500	\$ 9,624	\$ (2,124)
<b>Subtotal Field Expenditures</b>	<b>\$ 186,620</b>	<b>\$ 87,967</b>	<b>\$ 86,048</b>	<b>\$ 1,918</b>



# Wind Meadows South

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2023

	Amended	Prorated Budget	Actual	
	Budget	Thru 02/28/23	Thru 02/28/23	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	\$ 1,823	\$ 359	\$ 1,464
<b>Subtotal Amenity Expenditures</b>	<b>\$ 61,461</b>	<b>\$ 1,823</b>	<b>\$ 359</b>	<b>\$ 1,464</b>
<b>Total Operations and Maintenance:</b>	<b>\$ 248,081</b>	<b>\$ 89,790</b>	<b>\$ 86,407</b>	<b>\$ 3,382</b>
<u>Other Expenditures</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>\$ 153,521</b>	<b>\$ 144,694</b>	<b>\$ 8,827</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 201,170</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 31,067</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 232,237</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 February 28, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/23	Thru 02/28/23	Variance
<b><u>Revenues:</u></b>				
Assessments - Tax Roll	\$ 520,000	\$ 520,000	\$ 520,442	\$ 442
Assessments - Lot Closings	\$ -	\$ -	\$ 59,293	\$ 59,293
Interest	\$ -	\$ -	\$ 7,076	\$ 7,076
<b>Total Revenues</b>	<b>\$ 520,000</b>	<b>\$ 520,000</b>	<b>\$ 586,811</b>	<b>\$ 66,811</b>
<b><u>Expenditures:</u></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>\$ 354,629</b>	<b>\$ 421,440</b>	<b>\$ 66,811</b>
<b>Fund Balance - Beginning</b>	<b>\$ 165,371</b>		<b>\$ 625,136</b>	
<b>Fund Balance - Ending</b>	<b>\$ 164,629</b>		<b>\$ 1,046,576</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 February 28, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/23	Thru 02/28/23	Variance
<b><u>Revenues</u></b>				
Interest	\$ -	\$ -	\$ 0	\$ 0
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b><u>Expenditures:</u></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	\$ 69,042	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	270,629
Developer Contributions	\$ 15,000	\$ 25,000	\$ 25,000	\$ 3,798	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	69,548
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>\$ 72,840</b>	<b>\$ 750</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>345,864</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Engineering	\$ -	\$ 250	\$ -	\$ 1,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,375
Attorney	\$ 443	\$ 297	\$ 766	\$ 5,121	\$ 4,732	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	11,357
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,083
Trustee Fees	\$ -	\$ 4,041	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,041
Management Fees	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	15,313
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	750
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	500
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	\$ 3	\$ 4	\$ 10	\$ 129	\$ 37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	183
Insurance	\$ 5,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,375
Printing & Binding	\$ -	\$ -	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ 1,758	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,758
Other Current Charges	\$ -	\$ 1,485	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,485
Office Supplies	\$ 3	\$ 0	\$ 3	\$ 0	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Boundary Amendment Expenses	\$ -	\$ -	\$ 8,629	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,879
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
<b>Total General &amp; Administrative:</b>	<b>\$ 14,728</b>	<b>\$ 9,806</b>	<b>\$ 13,141</b>	<b>\$ 10,354</b>	<b>\$ 10,259</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>58,287</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>													
<b><u>Field Operations</u></b>													
Field Management	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,125
Landscape Maintenance	\$ 12,000	\$ 8,000	\$ 7,593	\$ 7,593	\$ 7,593	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	42,780
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Lake Maintenance	\$ -	\$ 225	\$ 225	\$ 225	\$ 225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	900
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Electric - Field	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Water & Sewer - Field	\$ 7,506	\$ 1,413	\$ 3,275	\$ 13,553	\$ 3,467	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	29,214
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ 405	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	405
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Contingency	\$ -	\$ 8,500	\$ 464	\$ 660	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	9,624
<b>Total Operations and Maintenance Expenses</b>	<b>\$ 20,131</b>	<b>\$ 18,763</b>	<b>\$ 12,183</b>	<b>\$ 23,062</b>	<b>\$ 11,911</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>86,048</b>
<b><u>Amenity Expenditures</u></b>													
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 359	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	359
<b>Total Amenity Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 359</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>359</b>
<b>Total Expenditures</b>	<b>\$ 34,859</b>	<b>\$ 28,568</b>	<b>\$ 25,323</b>	<b>\$ 33,415</b>	<b>\$ 22,528</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>144,694</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (19,859)</b>	<b>\$ (3,181)</b>	<b>\$ 206,565</b>	<b>\$ 39,424</b>	<b>\$ (21,778)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>201,170</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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Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Property Appraiser	Interest	Net Receipts	O&M Portion	2022 Debt	
									Service	Total
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)
01/13/23	12/16/22-12/31/22	\$214,515.00	(\$4,118.67)	(\$8,581.65)	\$0.00	\$0.00	\$201,814.68	\$69,041.76	\$132,772.92	\$201,814.68
<b>TOTAL</b>		<b>\$ 849,888.00</b>	<b>\$ (16,317.77)</b>	<b>\$ (33,999.68)</b>	<b>\$ (8,498.88)</b>	<b>\$ -</b>	<b>\$ 791,071.67</b>	<b>\$ 270,629.37</b>	<b>\$ 520,442.30</b>	<b>\$ 791,071.67</b>

<b>100%</b>	<b>Net Percent Collected</b>
<b>\$ -</b>	<b>Balance Remaining to Collect</b>

# 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
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$9,501,605</b>