

Prepared by:
Sandra B. Howard, Esq.
County Attorney's Office
330 W. Church St.
Bartow, FL 33830

**THOMPSON NURSERY ROAD
PROPORTIONATE SHARE AGREEMENT
(Maringa Valley Townhomes)**

This Proportionate Share Agreement (the "Agreement") is made and entered into as of the Effective Date (defined in Section 3.7 below), by and between TELESCORP GROUP, LLC, a Florida limited liability company (the "Owner"), whose address is 4545 36th Street, Suite B, Orlando, Florida 32811 and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 (hereinafter referred to as "Polk County" or "County") pursuant to the authority of Section 163.3180, Florida Statutes (2022). Owner and Polk County are referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Owner is the owner of real property located as specifically described in the legal description attached hereto as **Exhibit "A"** ("Owner's Property"); and

WHEREAS, Owner is seeking development approval from the City of Winter Haven to construct a 256 unit townhome development (known as Maringa Valley Townhomes) on the Owner's Property ("Project") as depicted in the site plan attached as **Exhibit "B"**; and

WHEREAS, access to the Project is through Thompson Nursery Road, which is a County-maintained roadway; and

WHEREAS, Owner has submitted to the County for Level 2 Review of a driveway permit and concurrency review, Polk County project number: **LDROW-2024-34**; and

WHEREAS, as part of the Level 2 Review, the County has notified the Owner that the Project will generate deficient PM Peak Hour trips (collectively, the "Excess Trips") for the roadway segments on Thompson Nursery Road, Link 4160 (the "Deficient Segment(s)"); and

WHEREAS, the Excess Trips will cause the Deficient Segments to operate below adopted Level of Service standards; therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, the Owner shall provide the County with proportionate share mitigation for the Excess Trips; and

WHEREAS, the Owner has commissioned a traffic study by George Young, Inc. dated December 13th, 2024 (the "Traffic Study"), which is incorporated herein by this reference, to

identify certain improvements necessary to alleviate existing infrastructure deficiencies, project related impacts, and maintain the functionality of the transportation network, and a copy of the Estimated PM Peak Hour Project Trip Ends is attached hereto as **Exhibit "C"**; and

WHEREAS, the County has reviewed and approved the Traffic Study; and

WHEREAS, the County and Owner have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segments through the current anticipated Project buildout is One hundred one thousand three hundred seventy-five dollars and forty-eight cents (\$101,375.48) (the "PS Payment"); and

WHEREAS, this Agreement will provide the assurance to the Owner that upon making the PS Payment, which represents Owner's Proportionate Share amount, Owner shall be deemed to have satisfied all requirements for mitigation of the traffic impacts of the Project on all roads affected by the Project within the County's jurisdiction through buildout of the Project; and

WHEREAS, while this Agreement shall reserve transportation capacity forestablished amounts of development on Owner's Property as provided herein, Owner is not hereby granted the right to develop until Owner obtains all other necessary approvals from Polk County and other applicable local, regional, state and federal governmental agencies.

NOW THEREFORE, in consideration of the premises hereof, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

Article I RECITALS AND DEFINITIONS

- 1.1 Recitals.** The Recitals stated above are an integral part of this Agreement and are incorporated herein by reference as if fully set forth herein.
- 1.2 Definitions.** Terms which are capitalized herein shall be defined as set forth in the Recitals above or as otherwise defined in this Agreement.

Article II CONDITIONS OF AGREEMENT

- 2.1 Legal Description of the Properties.** The legal description of the Owner's Property is attached to this Agreement as **Exhibit "A"**;
- 2.2 Calculation of PS Payment.** The amount of the PS Payment for the Deficient Segments, as described in **Exhibit "D."** totals One hundred one thousand three hundred seventy-five dollars and forty-eight cents (\$101,375.48). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Owner and County agree that the Excess Trips will constitute the Project's impact on the Deficient Segments based upon (i) the Owner's Traffic Study, and (ii) the calculations described in Exhibit "D." The Traffic Study is on file with the Land Development Division and available for inspection. The Owner and County further acknowledge and agree that the PS Payment as

set forth above shall be the final and binding calculation of the amount the Owner is required to pay through the buildout of the currently approved Project as proportionate share mitigation for impacts of the Project upon roadways within the County's jurisdiction; provided, however, that if Owner subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Section 2.7 below. Owner and County further acknowledge and agree that the calculation of, and agreement regarding, the amount of the PS Payment constitute material inducements for the parties to enter into this Agreement. The Owner further understands and agrees that Polk County reserves the right to allocate the PS Payment to one or more transportation improvements within the Project's transportation impact fee district.

- 2.3 Timing of PS Payment, Issuance of Concurrency.** Within sixty (60) days following the Effective Date, Owner shall deliver a check to County in the amount of One hundred one thousand three hundred seventy-five dollars and forty-eight cents (\$101,375.48) as the PS Payment. Within twenty-one (21) days following its receipt of the PS Payment, County shall issue a Certificate of Concurrency sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segments. In the event Owner has not paid the PS Payment within sixty (60) days of the Effective Date, this Agreement shall become null and void.
- 2.4 Satisfaction of Transportation Improvement Requirements.** County hereby acknowledges and agrees that upon Owner's payment of the PS Payment as required herein, and absent any change in the Project increasing the number of trips as set forth in section 2.7 below, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within County's jurisdiction through buildout of the Project. Owner shall be entitled to fully and completely develop the Project, without regard to whether the improvements to the Deficient Segments are actually constructed; provided, *however*, nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, regulations, and/or County Code provisions or from making the required payment of transportation impact fees applicable to the Project.
- 2.5 No Refund.** The PS Payment is non-refundable.
- 2.6 Development Permits.** Owner shall be required to secure all applicable local development permits for any proposed construction on its Property. Owner will also obtain all required county, region, state, or federal approvals, prior to the development of its Property.
- 2.7 Increase in Project Trips.** Any change to the Project which increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segments or other segments within the transportation impact area, as defined by County. Owner understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owner is precluded from asserting any such vesting. In addition, Owner understands and agrees that any such changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require application for and execution of an additional Proportionate Share Agreement, along with

any other required documentation, for the number of increased trips.

2.8 Insufficiency of Agreement. In the event that this Agreement fails to address a particular permit, condition, term, or restriction, Owner shall not be relieved of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

2.9 Compliance with Applicable Standards. Any public facility, including water, wastewater or transportation facility, designed and constructed by Owner shall be in compliance with all applicable Polk County requirements, and applicable region, state and federal standards and requirements.

2.10 Consistency with Florida Statutes. The Parties agree that this Agreement satisfies the requirements for all applicable statutes, including without limitation, requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(5), Florida Statutes.

2.11 Transportation Impact Fee Credits. Pursuant to Section 163.3180(5), Transportation Impact Fees shall be credited to Owner for payment of the Proportionate Share payment minus the percentage share that the Project's traffic represents of the added capacity of the selected improvement. The Transportation Impact Fee Credits shall be subject to Section 2.11 of the Polk County Amended and Restated Comprehensive Impact Fee Ordinance (Ord. No. 2024-062, referred to hereinafter as the "Ordinance") and the following requirements:

2.11.1 The total, maximum, cumulative amount of Transportation Impact Fee credits issued hereunder shall not exceed Ninety-two thousand two hundred thirty one dollars and forty-one cents (\$92,231.41), which includes a credit reduction in the amount of Nine thousand one hundred forty-four dollars and seven cents (\$9,144.07) for the percentage share that the Project's traffic represents of the added capacity to Thompson Nursery Road. In no event shall Owner receive credits in excess of the PS Payment and in the event the PS Payment exceeds the applicable Transportation Impact Fees, Owner shall not be entitled to a refund for the amount of the PS Payment in excess of such Transportation Impact Fees. Nothing in this Agreement shall be deemed to require the County to continue to levy or collect Transportation Impact Fees, or, if levied, to levy them for any certain amount.

2.11.2 Transportation Impact Fee credits granted pursuant to this Agreement are assignable and transferrable in accordance with section 163.31801, Florida Statutes.

2.11.3 The value of each impact fee credit(s) shall be the value of the impact fee at the time each future development project is submitted to Polk County for transportation impact fee credit. The submittal for impact fee credits shall occur during the site/construction plan (Level 2) review, in conjunction with granting concurrency for the Project or any future projects. Said submittal shall include a development site plan(s) and access to the County road system approvals as granted by the County and the local government that has jurisdiction.

2.11.4 Owner, and their successors and assigns, shall have ten (10) years from the date of issuance in which to use any Transportation Impact Fee Credits issued hereunder. Any impact fee credits issued hereunder shall be governed by the Ordinance.

Article III MISCELLANEOUS PROVISIONS

3.1 Notices. Any notice delivered with respect to this Agreement shall be in writing and deemed delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

3.1.1 Polk County:

Chairman
Polk County Board of County Commissioners
330 West Church Street
Bartow, Florida 33830

with a copy to:

County Attorney
Polk County Board of County Commissioners
330 West Church Street
Bartow, Florida 33830

Polk County Land Development Division
Att: Concurrency and Entitlements Manager
330 West Church Street
Bartow, Florida 33830

Polk County Roads and Drainage Division
Att: Roads and Drainage Director
3000 Sheffield Road
Winter Haven, Florida 33880

3.1.2 Owner:

TELESCORP GROUP, LLC
4545 36th Street
Suite B
Orlando, Florida 32811

- 3.2 Amendment or Cancellation.** No amendment, modification, or other change(s) to this Agreement shall be binding upon the Parties unless in writing and formally executed by all of the Parties.
- 3.3 Recordation.** Within 14 days after Polk County approves and executes this Agreement, Polk County shall record the Agreement in the public records of Polk County, Florida. Polk County shall pay the costs of recording this Agreement as well as any amendment, cancellation, modification, extension, or revocation thereto.
- 3.4 Applicable Law, Enforcement, Jurisdiction and Venue.** This Agreement shall be subject to the following provisions:
- 3.4.1** This Agreement and the rights and obligations of the County and Owner hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the Laws of Polk County pursuant to the LDC, Polk County Comprehensive Plan, and any amendments thereto in effect on the Effective Date of this Agreement.
 - 3.4.2** Venue for any litigation pertaining to the subject matter hereof shall be exclusively in the state courts in and for Polk County, Florida, or Federal Court in the Middle District of Florida, located in Tampa, Florida.
 - 3.4.3** Each Party shall bear its own expense for any litigation resulting from this Agreement, which shall include but not be limited to attorney fees and applicable courts costs, including appellate proceedings.
 - 3.4.4** If any section, phrase, sentence or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.
 - 3.4.5** The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to develop the Owner's Property shall not relieve the Owner, the County, or their respective successors in interest, of the obligation to comply with the laws governing such permit requirements, conditions, terms and regulations, except as otherwise provided herein.
- 3.5 Successors; Notice of Transfer.** This Agreement shall be binding upon and the benefits and obligations of this Agreement shall inure to all heirs, legal representatives, successors and assigns of the Parties to this Agreement, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the success in interest in the Owner's Property. Within thirty (30) days of the date of the Owner's transfer of any of its interests in the Property, Owner shall provide notice to the County.

- 3.6 Entire Agreement.** This Agreement contains the entire understanding between the Parties, and the Parties agree that no representation was made by or on behalf of any Party that is not contained in this Agreement, and that in entering into this Agreement neither relied upon, or was entitled to rely upon, any representation not herein specifically set forth.
- 3.7 Effective Date.** This Agreement shall become effective upon the County's execution of the Agreement (the "Effective Date").
- 3.8 No Third Party Beneficiaries.** This Agreement is made for the sole benefit and protection of the Parties, their successors and assigns, and no other persons shall have any right of action hereunder.
- 3.9 Default and Opportunity to Cure.** With exception of the timing of the PS Payment as set forth in Section 2.3, the Parties acknowledge and agree that in the event of a default by the Parties respecting an obligation under this Agreement, the non-defaulting Party or Parties shall provide notice of said default to the defaulting Party pursuant to Paragraph 3.1 above, and the defaulting Party shall have thirty (30) days after receipt of said notice within which to cure the default described in said notice.
- 3.10 Days.** The term "days" in this Agreement shall mean calendar days unless otherwise so noted. If a date for performance falls on a Saturday, Sunday or legal State of Florida or federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday or legal Holiday.
- 3.11 Exhibits.** All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by this reference.
- 3.12 Release.** For and in consideration of the mutual agreements set forth herein, Owner agrees the terms and conditions of this Agreement are reasonable under the totality of the circumstances, and on behalf of its successors, assigns or trustees, and anyone claiming by, through, or under any of them, do hereby fully waive, release and forever discharge Polk County from and against any claims for inverse condemnation, regulatory takings, U.S.C. Section 1983, or claims under Chapter 70, Florida Statutes, arising out of or resulting from the terms and conditions hereof. The Owner acknowledges and agrees that its agreement to this release is a material inducement to Polk County to enter into this Agreement. The Owner agrees that this release is to the specific causes of action listed and should not be deemed a release of any non-listed causes of action to which the Owner may be entitled.
- 3.13 Limitation of Liability.** IN NO EVENT SHALL POLK COUNTY BE LIABLE TO THE OWNER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY POLK COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

POLK COUNTY, a political subdivision of
the State of Florida

(SEAL)

ATTEST:

STACY M. BUTTERFIELD, Clerk

By: _____

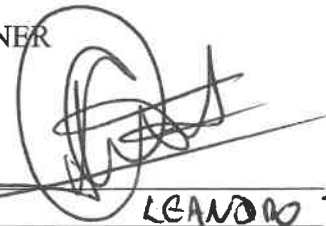
T.R. Wilson, Chairman
Board of County Commissioners

By: _____
Deputy Clerk

Date signed by Chairman: _____

Signature Blocks Continues on Next Page

OWNER



By: LEANDRO TELES

Date: 04/21/25

WITNESSES


Witness

Print Name _____

Witness

Print Name _____

State of Florida

County of Polk ~~ORANGE~~ 

The foregoing instrument was acknowledged before me this 21st day of April, 2025, by Leandro Teles, as MANAGER, on behalf of said company, by means of physical presence or online notarization () who is personally known to me or ☒ who has produced a driver's license as identification.

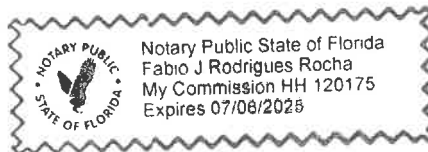
(AFFIX NOTARIAL SEAL)

My Commission Expiration

and Commission Number:


Notary Public – State of Florida

Print Name: Fabio J. Rocha



List of Exhibits

Exhibit A – Legal Description

Exhibit B – Site Plan

Exhibit C – Estimated PM Peak Hour Trips

Exhibit D – Cost Estimate of Need Improvement

Exhibit E – Proportionate Share Calculation

Exhibit F – County Reimbursement Requirement

Exhibit G – Human Traffic Affidavit

EXHIBIT "A" LEGAL DESCRIPTION

Prepared by and return to:
H. James Stadelman
Interval Title Services, Inc.
604 Courtland Street 330
Orlando, FL 32804
File No. 21-0797

INSTR # 2022010887
BK 12070 Pgs 1979-1986 PG(s)8
01/12/2022 04:36:30 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 69.50
DEED DOC 21.700.00

WARRANTY DEED

THIS INDENTURE made on this 14 day of December, 2021, by MARC PELTZMAN, as Trustee of the BRIGHT LIGHT LAND TRUST, Dated the 10 Day of December, 2021, with full power and authority to protect, conserve, sell, convey, lease, grant, encumber, or otherwise manage or dispose of the real property described herein pursuant to Section 689.071, hereinafter called the "Grantor", to TEDESCORP GROUP, LLC, a Florida limited liability company, whose address for notice purposes is PO Box 592999, Orlando, Florida 32859, hereinafter called the "Grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, limited liability company or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the Grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain real property situate, lying, and being in Polk County, Florida, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION AND EXHIBIT "B" FOR DRAWING

Together with all the improvements, easements, licenses, privileges, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining (collectively, the "Property").

To Have and to Hold the same in fee simple forever.

Subject to all matters set forth in Exhibit C attached hereto and incorporated herein by this reference ("Permitted Exceptions") but reference to the same shall not operate to reimpose the same.

And the Grantor hereby does covenant with and warrant to Grantee that the Grantor is lawfully seized of said Property in fee simple; that the Grantor has good right and lawful authority to sell and convey said Property; that the Property is free of all encumbrances except for the Permitted Exceptions; and that the Grantor hereby fully warrants the title to said Property and will defend the same, subject to the Permitted Exceptions, against the lawful claims of all persons whomsoever.

In Witness Whereof, the Grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Signed, sealed and delivered in our presence:

Witness

Print Name:

Gail P. Peltzman

By:

Marc D. Peltzman
MARC D. PELTZMAN

As Trustee
Grantor

Witness

Print Name:

H. James Stadelman

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me, the undersigned authority, by means (select one) of physical presence or online notarization on this day of , 2021, by MARC PELTZMAN, as Trustee of the BRIGHT LIGHT LAND TRUST, Dated the Day of , 2021, with full power and authority to protect, conserve, sell, convey, lease, grant, encumber, or otherwise manage or dispose of the real property described herein pursuant to Section 689.071, who (select one) is personally known as or ✓ has produced FL DWAB License as identification.

(SEAL)



NOTARY PUBLIC

Print Name:

Gerald A. Higgins, Jr.

My Commission Expires: 10/24/22

Commission No. GG 270801

**EXHIBIT A
LEGAL DESCRIPTION**

Description: (Parcel S-9-1)

A parcel of land in the Southeast ¼ and the Northeast ¼ of Section 17, Township 29 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southeast corner of the Northwest ¼ of the Northeast ¼ of said Section 17; thence South 89°06'20" West, along the south line of said Northwest ¼ of the Northeast ¼, a distance of 264.15 feet; thence South 00°52'28" East, 109.37 feet; thence South 00°43'00" West, 72.03 feet; thence South 00°52'28" East, 1102.72 feet to the Point of Beginning; thence continue South 00°52'28" East, 73.02 feet to the point of curvature of a curve to the left having a radius of 305.00 feet, a central angle of 20°37'29", a chord bearing of South 11°11'13" East and a chord distance of 109.20 feet; thence southerly along the arc of said curve 109.79 feet to the point of tangency; thence South 21°29'57" East, 116.42 feet to the point of curvature of a curve to the right having a radius of 191.00 feet, a central angle of 09°05'25", a chord bearing of South 26°02'39" East and a chord distance of 30.27 feet; thence southeasterly along the arc of said curve 30.30 feet to the point of tangency; thence South 30°35'22" East, 69.47 feet to the point of curvature of a curve to the right having a radius of 209.00 feet, a central angle of 09°05'25", a chord bearing of South 26°02'39" East and a chord distance of 33.12 feet; thence southeasterly along the arc of said curve 33.16 feet to the point of tangency; thence South 21°29'57" East, 297.12 feet to the point of curvature of a curve to the right having a radius of 369.00 feet, a central angle of 21°03'59", a chord bearing of South 10°57'58" East and a chord distance of 134.91 feet; thence southerly along the arc of said curve 135.67 feet to the point of tangency; thence South 00°25'58" East, 82.91 feet to the point of curvature of a curve to the left having a radius of 26.00 feet, a central angle of 90°08'18", a chord bearing of South 45°30'07" East and a chord distance of 36.81 feet; thence southeasterly along the arc of said curve 40.90 feet to the point of tangency; thence North 89°25'44" East, 80.59 feet to the point of curvature of a curve to the right having a radius of 125.00 feet, a central angle of 12°08'49", a chord bearing of South 84°29'52" East and a chord distance of 26.45 feet; thence easterly along the arc of said curve 26.50 feet to the point of tangency; thence South 78°25'27" East, 116.28 feet; thence North 35°12'06" East, 735.62 feet; thence North 89°58'10" West, 14.25 feet; thence South 84°04'48" West, 56.24 feet; thence North 65°01'10" West, 64.72 feet; thence North 48°46'11" West, 28.77 feet; thence North 72°01'55" West, 27.61 feet; thence South 89°07'02" West, 45.73 feet; thence North 60°11'45" West, 30.82 feet; thence North 40°07'35" West, 73.57 feet; thence North 16°13'21" West, 46.05 feet; thence North 06°46'15" East, 35.22 feet; thence North 23°41'03" East, 61.16 feet; thence North 23°33'02" East, 111.66 feet; thence South 89°07'32" West, 698.39 feet to the Point of Beginning.

Parcel containing 12.19 acres, more or less.

AND

Description: (Parcel S-9-2)

A parcel of land in the Southeast ¼ of Section 17, Township 29 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southeast corner of the Northwest ¼ of the Northeast ¼ of said Section 17; thence South 89°06'20" West, along the south line of said Northwest ¼ of the Northeast ¼, a distance of 264.15 feet; thence South 00°52'28" East, 109.37 feet; thence South 00°43'00" West, 72.03 feet; thence South 00°52'28" East, 1175.74 feet to the point of curvature of a curve to the left having a radius of 305.00 feet, a central angle of 20°37'29", a chord bearing of South 11°11'13" East and a chord distance of 109.20 feet; thence southerly along the arc of said curve 109.79 feet to the point of tangency; thence South 21°29'57" East, 116.42 feet to the point of curvature of a curve to the right having a radius of 191.00 feet, a central angle of 09°05'25", a chord bearing of South 26°02'39" East and a chord distance of 30.27 feet; thence southeasterly along the arc of said curve 30.30 feet to the point of tangency; thence South 30°35'22" East, 69.47 feet to the point of curvature of a curve to the right having a radius of 209.00 feet, a central angle of 09°05'25", a chord bearing of South 26°02'39" East and a chord distance of 33.12 feet; thence southeasterly along the arc of said curve 33.16 feet to the point of tangency; thence South 21°29'57" East, 297.12 feet to the point of curvature of a curve to the right having a radius of 369.00 feet, a central angle of 21°03'59", a chord bearing of South 10°57'58" East and a chord distance of 134.91 feet; thence southerly along the arc of said curve 135.67 feet to the point of tangency; thence South 00°25'58" East, 82.91 feet to the point of curvature of a curve to the left having a radius of 26.00 feet, a central angle of 90°08'18", a chord bearing of South 45°30'07" East and a chord distance of 36.81 feet; thence southeasterly along the arc of said curve 40.90 feet to the point of tangency; thence North 89°25'44" East, 80.59 feet to the point of curvature of a curve to the right having a radius of 125.00 feet, a central angle of 12°08'49", a chord bearing of South 84°29'52" East and a chord distance of 26.45 feet; thence easterly along the arc of said curve 26.50 feet to the point of tangency; thence South 78°25'27" East, 116.28 feet to the Point of Beginning; thence continue South 78°25'27" East, 298.40 feet to the point of curvature of a curve to the left having a radius of 501.00 feet, a central angle of 00°18'50", a chord bearing of South 78°34'52" East and a chord distance of 2.74 feet; thence easterly along the arc of said curve 2.74 feet; thence North 35°12'06" East, 695.39 feet; thence North 13°33'29" West, 96.14 feet; thence North 46°01'13" West, 89.94 feet; thence South 86°58'13" West, 87.29 feet; thence South 44°33'50" West, 59.30 feet; thence South 63°29'27" West, 35.34 feet; thence North 89°58'10" West, 24.17 feet; thence South 35°12'06" West, 735.62 feet to the Point of Beginning.

Parcel containing 5.01 acres, more or less.

AND

Description: (Parcel S-9-3)

A parcel of land in the Southeast ¼ of Section 17, Township 29 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southeast corner of the Northwest ¼ of the Northeast ¼ of said Section 17; thence South 89°06'20" West, along the south line of said Northwest ¼ of the Northeast ¼, a distance of 264.15 feet; thence South 00°52'28" East, 109.37 feet; thence South 00°43'00" West, 72.03 feet; thence South 00°52'28" East, 1175.74 feet to the point of curvature of a curve to the left having a radius of 305.00 feet, a central angle of 20°37'29", a chord bearing of South 11°11'13" East and a chord distance of 109.20 feet; thence southerly along the arc of said curve 109.79 feet to the point of tangency; thence South 21°29'57" East, 116.42 feet to the point of curvature of a curve to the right having a radius of 191.00 feet, a central angle of 09°05'25", a chord bearing of South 26°02'39" East and a chord distance of 30.27 feet; thence southeasterly along the arc of said curve 30.30 feet to the point of tangency; thence South 30°35'22" East, 69.47 feet to the point of curvature of a curve to the right having a radius of 209.00 feet, a central angle of 09°05'25", a chord bearing of South 26°02'39" East and a chord distance of 33.12 feet;

thence southeasterly along the arc of said curve 33.16 feet to the point of tangency; thence South 21°29'57" East, 297.12 feet to the point of curvature of a curve to the right having a radius of 369.00 feet, a central angle of 21°03'59", a chord bearing of South 10°57'58" East and a chord distance of 134.91 feet; thence southerly along the arc of said curve 135.67 feet to the point of tangency; thence South 00°25'58" East, 82.91 feet to the point of curvature of a curve to the left having a radius of 26.00 feet, a central angle of 90°08'18", a chord bearing of South 45°30'07" East and a chord distance of 36.81 feet; thence southeasterly along the arc of said curve 40.90 feet to the point of tangency; thence North 89°25'44" East, 80.59 feet to the point of curvature of a curve to the right having a radius of 125.00 feet, a central angle of 12°08'49", a chord bearing of South 84°29'52" East and a chord distance of 26.45 feet; thence easterly along the arc of said curve 26.50 feet to the point of tangency; thence South 78°25'27" East, 414.68 feet; to the point of curvature of a curve to the left having a radius of 501.00 feet, a central angle of 00°18'50", a chord bearing of South 78°34'52" East and a chord distance of 2.74 feet; thence easterly along the arc of said curve 2.74 feet to the Point of Beginning; said point being on a curve to the left having a radius of 501.00 feet, a central angle of 08°51'05", a chord bearing of South 83°09'49" East and a chord distance of 77.32 feet; thence easterly along the arc of said curve 77.40 feet to the point of tangency; thence South 87°35'21" East, 40.08 feet; thence South 02°24'39" West, 50.00 feet; thence South 87°35'21" East, 321.65 feet; thence North 35°12'06" East, 567.34 feet; thence North 55°46'10" West, 172.39 feet; thence North 66°20'38" West, 104.93 feet; thence North 88°42'24" West, 34.52 feet; thence South 86°14'55" West, 33.46 feet; thence North 76°07'41" West, 37.93 feet; thence North 56°18'31" West, 15.93 feet; thence North 13°33'29" West, 24.08 feet; thence South 35°12'06" West, 695.39 feet to the Point of Beginning.

Parcel containing 6.01 acres, more or less.

EXHIBIT B
MAP

EXHIBIT C
PERMITTED EXCEPTIONS

1. General or special taxes and assessments required to be paid in the year **2022** and subsequent years.
2. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
3. Easement in favor of Florida Public Service Company recorded in Deed Book 404, Page 46, as amended and partially released by that certain Partial Release of Easement and Amendment and Restatement of Easement recorded in O.R. Book 7401, Page 160, as corrected by that certain Corrective Partial Release of Easement and Amendment and Restatement of Easement recorded in O.R. Book 7411, Page 1019, Public Records of Polk County, Florida.
4. Ordinance No.: O 02-49 recorded in O.R. Book 5142, Page 1162, together with Agreement by and between The Winter Haven Corporation, a Florida limited liability company, and the City of Winter Haven recorded in O.R. Book 5155, Page 1401, Public Records of Polk County, Florida, which includes provisions creating easements
5. Easement Agreements by and between Odyssey Residential (WHC) II, LLC, a Florida limited liability company, Odyssey Residential (WH84) II, LLC, a Florida limited liability company, and WHCP Properties, LLC, a Florida limited liability company, recorded in O.R. Book 7800, Page 2246 and O.R. Book 7800, Page 2265, Public Records of Polk County, Florida, which includes provisions creating maintenance obligations and easements.
6. Easement in favor of Duke Energy Florida, LLC, a Florida limited liability company, d/b/a Duke Energy recorded in O.R. Book 11782, Page 753, Public Records of Polk County, Florida.
7. Notice of Environmental Resource Permit recorded in Official Records Book 11912, at Page 1107, of the Public Records of Polk County, Florida.

EXHIBIT "B" SITE PLAN

MARINGA VALLEY SUBDIVISION SITE CIVIL CONSTRUCTION PLANS

SECTION 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST
(TOWNHOMES SUBDIVISION TO BE PLATTED)

CITY OF WINTER HAVEN, FL

REV #1 APRIL 2024

LOCATION MAP



PROJECT SITE



VICINITY MAP

PLANS PREPARED FOR

TELECORP GROUP, LLC

4441 N.W. 17, SUITE 8

OKLAHOMA CITY, OKLAHOMA 73109

PLANS PREPARED BY

PURA VIDA ENGINEERING, LLC

4447 HAZELTINE NATIONAL DRIVE, SUITE 100

OKLAHOMA CITY, OKLAHOMA 73109

PHONE: (407) 252-2400



ATTENTION: IS SUBJECT TO THE FACT THAT THESE PLANS MAY HAVE
BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CORRECTED
WHEN OBTAINING SCALED COPY.

Sheet Number	Sheet Title
C-1.00	CITY OF WINTER HAVEN, FL
C-1.01	CITY OF WINTER HAVEN, FL
C-1.02	CITY OF WINTER HAVEN, FL
C-1.03	CITY OF WINTER HAVEN, FL
C-1.04	CITY OF WINTER HAVEN, FL
C-1.05	CITY OF WINTER HAVEN, FL
C-1.06	CITY OF WINTER HAVEN, FL
C-1.07	CITY OF WINTER HAVEN, FL
C-1.08	CITY OF WINTER HAVEN, FL
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C-2.00	CITY OF WINTER HAVEN, FL

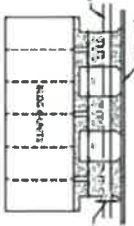
CALL 48 HOURS
BEFORE YOU DIG
875 THE LAMP
OKLAHOMA CITY, OKLAHOMA 73109
C-1.00



LEGAL DESCRIPTION

Reference to the plat of the subdivision, as shown on the accompanying map, is hereby made for the purpose of identifying the location of the proposed improvements. The improvements are shown on the plat of the subdivision, as shown on the accompanying map, and are described as follows: ...

Reference to the plat of the subdivision, as shown on the accompanying map, is hereby made for the purpose of identifying the location of the proposed improvements. The improvements are shown on the plat of the subdivision, as shown on the accompanying map, and are described as follows: ...



Typical Cross-Section

OFFSTRUCTURE MAINTENANCE ENTITIES

UTILITY	ENTITY
PUBLIC UTILITIES	CITY OF WINTER HAVEN
STORMWATER	WATERMAIN WALL & PIPES
STORMWATER	STORMWATER WALL & PIPES
STORMWATER	CITY OF WINTER HAVEN
STORMWATER	CITY OF WINTER HAVEN
STORMWATER	CITY OF WINTER HAVEN



LEGEND

- Proposed Improvements
- Existing Improvements
- Proposed Parking
- Existing Parking
- Proposed Driveway
- Existing Driveway
- Proposed Sidewalk
- Existing Sidewalk
- Proposed Street
- Existing Street

SITE DATA TABLE

Site Area	1.21 Acres
Proposed Improvements	1.21 Acres
Existing Improvements	1.21 Acres
Proposed Parking	1.21 Acres
Existing Parking	1.21 Acres
Proposed Driveway	1.21 Acres
Existing Driveway	1.21 Acres
Proposed Sidewalk	1.21 Acres
Existing Sidewalk	1.21 Acres
Proposed Street	1.21 Acres
Existing Street	1.21 Acres

- Proposed Improvements
- Existing Improvements
- Proposed Parking
- Existing Parking
- Proposed Driveway
- Existing Driveway
- Proposed Sidewalk
- Existing Sidewalk
- Proposed Street
- Existing Street

PROPOSED CONSTRUCTION NOTES

- Proposed Improvements
- Existing Improvements
- Proposed Parking
- Existing Parking
- Proposed Driveway
- Existing Driveway
- Proposed Sidewalk
- Existing Sidewalk
- Proposed Street
- Existing Street

STORMWATER SYSTEMS NOTES

- Proposed Improvements
- Existing Improvements
- Proposed Parking
- Existing Parking
- Proposed Driveway
- Existing Driveway
- Proposed Sidewalk
- Existing Sidewalk
- Proposed Street
- Existing Street

5.000 HAZARD WARNING

- Proposed Improvements
- Existing Improvements
- Proposed Parking
- Existing Parking
- Proposed Driveway
- Existing Driveway
- Proposed Sidewalk
- Existing Sidewalk
- Proposed Street
- Existing Street



BWB HOMES, LLC
7100 FUTURES DRIVE, SUITE 300
ORLANDO, FLORIDA 32819

Maringa Valley Subdivision
THOMPSON NURSERY ROAD, WINTER HAVEN, FL

OVERALL SITE PLAN

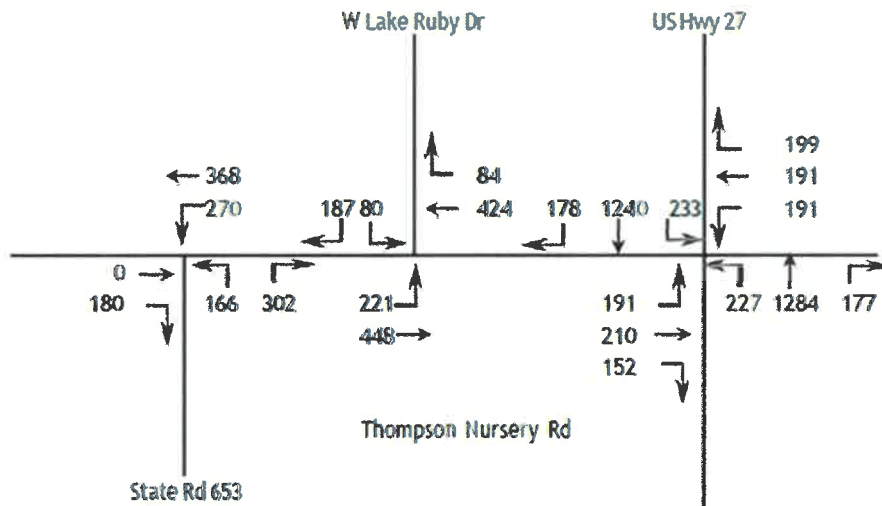
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Scale: 1" = 60'

North Arrow

EXHIBIT "C" ESTIMATED PM PEAK HOUR TRIPS

Figure 2: Existing PM Peak Hour Volumes



3.0 FUTURE TRAFFIC CONDITIONS

3.1 Site Traffic Generation

In determining the PM peak-hour trips that will be generated by this new expansion, the *ITE Trip Generation Manual- 11th Edition* was used. The proposed Townhomes (Land Use 215), Single-family Attached Housing will generate trips that are summarized below.

Table 1: Trip Generation

Land Use (Size)	Expected Units	Trip Rate	PM Peak Hour	
			Enter 62%	Exit 38%
Townhomes (215)	256	0.61	97	59
Total Trips			156	

EXHIBIT "D" COST ESTIMATE OF IMPROVEMENT

from - Turning Lane US HWY 27
Polk County
Site Construction Cost Estimate



SPEC REFERENCE NUMBER	BID ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	1.05.00	MOBILIZATION				
	1.05.01	MOBILIZATION	LS	1	\$39,000.00	\$39,000.00
	1.06.00	MAINTENANCE OF TRAFFIC				
	1.06.01	MAINTENANCE OF TRAFFIC	MONTH	6	\$5,900.00	\$35,400.00
	1.07.00	CLEARING AND DEMOLITION				
	1.07.01	EROSION AND SILTATION CONTROL	LF	500	\$2.15	\$1,075.00
					\$0.00	
						\$0.00
	1.08.00	General				
	1.08.01	AS-BUILTS	LS	1	\$65,000.00	\$65,000.00
						\$0.00
						\$0.00
	1.09.00	DEMOLITION				
	1.09.01	SAWCUT AND REMOVE EXISTING ASPHALT	LF	200	\$45.00	\$9,000.00
	1.09.02	5' CURB REMOVAL	LF	200	\$75.00	\$15,000.00
						\$0.00
	1.10.00	EARTHWORk, CURB & PAVING				
	1.10.01	2-FT DOD BOTH EDGE OF PAVEMENT	SF	286	\$4.50	\$1,287.00
	1.10.02	STRIP SITE - REMOVE GRASS	TNS	30	\$45.25	\$1,357.50
	1.10.03	EXPORT EXCESS FILL	CY	364	\$55.09	\$20,052.76
	1.10.04	12" STABILIZED SUB-GRADE	SY	311	\$58.02	\$18,044.22
	1.10.05	8" LIMEROCK BASE	TNS	130	\$174.63	\$22,701.90
	1.10.06	2.5" SP-12.5 ASPHALT	SY	311	\$174.63	\$54,309.93
	1.10.07	PRIME AND SAND	SY	311	\$0.72	\$223.92
	1.10.09	SIGNALIZATION / ITS FOR INTERSECTION	EA	1	\$205,000.00	\$205,000.00
	1.10.10	5' CURB	LF	215	\$32.09	\$6,899.35
	1.10.11	SIDEWALK	SF	800	\$10.78	\$8,624.00
	1.10.12	STRIPING AND SIGNAGE	EA	1	\$25,000.00	\$25,000.00
						\$0.00
						\$0.00
						\$0.00
		SUB-TOTAL CONSTRUCTION COST (2024)				\$547,975.58
		TOTAL CONSTRUCTION COST (2025)				\$547,975.58



 Digitally signed by IVAN URDANETA
 DN: cn=IVAN URDANETA,
 o=SED Engineering, ou=1934E3A7C30004F362,
 ou=Urdaneta, CA=US
 Date: 2025.01.23 14:22:29 -0500

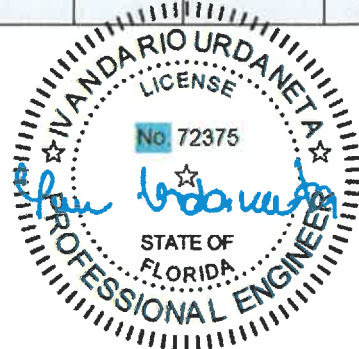


EXHIBIT “E” PROPORTIONATE SHARE CALCULATION

Proportionate Share Calculation for Maringa Valley Townhome Development									
Phase	Intersection	Improvement	Lane Capacity		Project Trips on Imp Approaches	% Prop Share	Length	Est. Cost (\$)	Prop Share (\$)
Phase 1	US 27 at Thompson Nursery Rd	Add 200 ft left turn lane	w/o imp	w/ imp					
			268	521	47	18.5%	200	\$ 547,975.58	\$ 101,375.48

Prop Share =

Project Trips

Improved Capacity - Existing Capacity

X

Cost of Improvements

EXHIBIT “F” COUNTY REIMBURSEMENT REQUIREMENTS

Impact Fee Credit Reimbursement Requirements

1. To submit a request for impact fee credits as outlined in the agreement with the County, the developer must first complete all transportation improvements as depicted and described in the agreement; or provide documentation that required proportionate share payment has been made and received by the County as described in the agreement.
2. The developer shall then submit a request for reimbursement of impact fee credits to the County. This request shall include backup documentation of the actual construction costs, as evidenced by invoices paid and other appropriate supporting documentation deemed sufficient by the County. Only expenditures on qualifying transportation improvements are eligible for impact fee credits as described in the agreement and Section 4.04B of the Impact Fee Ordinance.
3. Once the review of the backup documentation is complete, the request for reimbursement shall be forwarded to the Fiscal Manager of the Office of Planning & Development to begin the issuance of impact fee credits.
4. Polk County prepares the impact fee credits as individual vouchers applied on a per-lot basis for future development. The value of each impact fee credit voucher is based on the County transportation impact fees assessed on each lot at the time of request.
5. Impact fee credits granted to the developer pursuant to the agreement are assignable and transferable in accordance with section 163.31801(10), Florida Statutes.
6. Once impact fee credits have been issued, the developer must assign a person to sign each voucher as the impact fee credit holder.
7. Impact fee credit vouchers must be provided to the appropriate jurisdiction prior to the payment of impact fees on a lot. If impact fees are paid prior to the submittal of the impact fee credit voucher, the developer may not request a refund of paid impact fees.
8. The jurisdiction must be provided with the original voucher; a copy will not be honored. Each voucher has a stamp and raised seal from the County to confirm its validity.
9. Each impact fee credit voucher has a cash value; thus, it is the responsibility of the developer to maintain their vouchers. The County shall not replace lost impact fee credit vouchers. If a permit is voided the developer may request a replacement voucher only if the County is provided with the voided impact fee credit voucher.

Questions regarding impact fee credits can be directed to the Fiscal Manager of the Office of Planning & Development by calling (863) 534-6460.

EXHIBIT "G" HUMAN TRAFFIC AFFIDAVIT

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does not use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____ (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true. Further Affiant sayeth naught.

NONGOVERNMENTAL ENTITY

SIGNATURE

PRINT NAME

TITLE

DATE