

INFRASTRUCTURE AND IMPACT FEE CREDIT AGREEMENT POWER LINE ROAD – NORTHERN EXTENSION PHASE 1

THIS INFRASTRUCTURE AND IMPACT FEE CREDIT AGREEMENT (“**AGREEMENT**”) is made and entered by and between JACKSTONE DEVELOPMENT LLC, a Florida limited liability company (“**DEVELOPER**”), GLK REAL ESTATE LLC, a Florida limited liability company (“**GLK**”); NORTHEAST POLK LAND INVESTMENTS LLC, a Florida limited liability company (“**NPLI**”); CH-DEV LLC, a Florida limited liability company (“**CH-DEV**”); and JMBI REAL ESTATE LLC, a Florida limited liability company (“**JMBI**” and collectively with GLK, NPLI and CH-DEV, “**LAND OWNERS**”), and POLK COUNTY, FLORIDA, a political subdivision of the State of Florida (the “**COUNTY**”).

WITNESSETH:

WHEREAS, DEVELOPER is the owner or contract purchaser of certain real property located in Davenport, Florida, north of South Boulevard, and east of U.S. 17-92 and East Boulevard, and identified as Parcel Numbers 27-27-03-713500-020030, 27-27-03-713500-020020, and 27-27-03-721523-002770 (collectively, “**Developer Property**”); and

WHEREAS, GLK is the owner or contract purchaser of certain real property located in Davenport, Florida, north of South Boulevard, and east of U.S. 17-92 and East Boulevard, and identified as Parcel Numbers 27-27-10-730000-011202, 27-27-10-730000-011201, and 27-27-10-730000-010901 (collectively, “**GLK Property**”); and

WHEREAS, NPLI is the owner or contract purchaser of certain real property located in Davenport, Florida, north of South Boulevard, and east of U.S. 17-92 and East Boulevard, and identified as Parcel Number 27-27-03-713500-020070 (“**NPLI Property**”); and

WHEREAS, CH-DEV is the owner or contract purchaser of certain real property located in Davenport, Florida, north of South Boulevard, and east of U.S. 17-92, and identified as Parcel Number 27-27-03-721523-002760 (“**CH-DEV Property**”); and

WHEREAS, JMBI is the owner or contract purchaser of certain real property located in Davenport, Florida, north of South Boulevard, and east of U.S. 17-92, and identified as Parcel Number 27-27-03-713500-010131 (“**JMBI Property**” and collectively with Developer Property, GLK Property, NPLI Property and CH-DEV Property, “**Property**”).

WHEREAS, the COUNTY desires to improve and extend Power Line Road from South Boulevard to U.S. 17-92 in Davenport (“**Power Line Road Northern Extension**”); and

WHEREAS, DEVELOPER AND LAND OWNERS are willing to donate mainline right-of-way (ROW) for the Power Line Road Northern Extension, from South Boulevard to U.S. 17-92 in two portions

as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference ("**Donated ROW Description**"). One portion of Donated ROW will consist of the property identified as Area 5, Area 6 and Area 7 on the Donated ROW Description ("**Portion A Donated ROW**") and the other portion of Donated ROW will consist of the property identified as Area 1, Area 2 and Area 3 on the Donated ROW Description ("**Portion B Donated ROW**" and together with the Portion A Donated ROW, the "**Donated ROW**"); and

WHEREAS, concurrent with execution of this AGREEMENT, the COUNTY will vacate certain right-of-way, as described in the legal description attached as **Exhibit "B"** (the "**Vacated ROW**"); and

WHEREAS, DEVELOPER is willing to construct certain non-Site-Related Transportation Improvements related to the Power Line Road Northern Extension to extend Power Line Road from South Boulevard to U.S. 17-92, as hereinafter described; and

WHEREAS, the cost estimate for the Transportation Improvements is reflected in **Exhibit "C"** ("**Cost Estimate**"); and

WHEREAS, the DEVELOPER has requested, and the COUNTY has agreed, to reimburse the DEVELOPER for a portion of the actual costs incurred for the Transportation Improvements, provided, however, that such reimbursable amount shall not exceed \$10,800,000 subject to Section 4.B (the "**Reimbursement Amount**"); and

WHEREAS, the COUNTY has determined that Transportation Impact Fee Credits may be given for DEVELOPER'S construction of the Transportation Improvements based upon the POLK COUNTY AMENDED AND RESTATED COMPREHENSIVE IMPACT FEE ORDINANCE ADOPTED AS ORDINANCE 19-056, AS CODIFIED IN ARTICLE 8.7, CODE OF ORDINANCES, POLK COUNTY, FLORIDA ("**Ordinance**"); and

WHEREAS, the COUNTY and DEVELOPER desire to set forth in writing the terms and conditions of their understanding and agreement related to DEVELOPER'S construction of the Transportation Improvements described herein, as well as DEVELOPER'S ability to obtain Transportation Impact Fee Credits from the COUNTY for DEVELOPER'S fulfillment of the same; and

WHEREAS, this AGREEMENT is in the best interest of the public health, safety and welfare of Polk County, Florida and provides a benefit to the residents of Polk County.

NOW, THEREFORE, in consideration of the mutual covenants, premises and promises hereinafter set forth, the receipt, adequacy and sufficiency of which are hereby acknowledged, the COUNTY and DEVELOPER hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct in all respects and are expressly incorporated herein by reference.

2. **Effective Date.** The Effective Date of this AGREEMENT shall be the date it is recorded in the Public Records.

3. **Transportation Improvements.** DEVELOPER shall undertake the design, engineering, permitting and construction of improvements to extend/improve Power Line Road Northern Extension as depicted in **Exhibit "D"** attached hereto and incorporated herein by this reference and as further described in the Plans and Specifications (as hereinafter defined) (the "**Transportation Improvements**").

DEVELOPER shall bear the full responsibility for payment of all financial obligations for the Transportation Improvements, including design, permitting and construction costs.

4. Plans, Specifications, and Permits.

A. Prior to construction of the Transportation Improvements, DEVELOPER shall be responsible for preparing and submitting to the COUNTY plans and specifications for the Transportation Improvements ("**Plans and Specifications**"). The COUNTY will review the Plans and Specifications in accordance with the Level 2 Review process. Any resubmittals of the Plans and Specifications as a result of changes required by the COUNTY shall be reviewed by the COUNTY in accordance with the Level 2 Review process. Once approved, the final Plans and Specifications shall become a material part of this AGREEMENT and shall be used by DEVELOPER to obtain bids for construction of the Transportation Improvements.

B. The Plans and Specifications for the Transportation Improvements may be modified through the mutual agreement of DEVELOPER and the COUNTY through the permitting processes, and by change order as actual construction of the Transportation Improvements progresses. Proposed modifications will be provided by DEVELOPER to the COUNTY for review. The COUNTY will review the proposed modifications in accordance with section 704C. of the LDC. To be effective and binding against the COUNTY, however, any and all such modifications and change orders must be in writing, executed by the COUNTY and DEVELOPER. Any modifications that increase, in the aggregate, the Cost Estimate by ten percent (10%) or less shall require written approval by the COUNTY. Any modifications that increase, in the aggregate, the Cost Estimate by more than ten percent (10%) shall require a fully executed amendment to this AGREEMENT. All modifications that result in an increase in the Cost Estimate in accordance with a change order will increase the Reimbursement Amount by a proportional amount and DEVELOPER will not be required to reapply for increased fees under Section 2.11 of the Ordinance or any other law, statute, ordinance or regulation. Any increase in the Reimbursement Amount shall be immediately payable by the COUNTY to the DEVELOPER in the same proportion of Impact Fee Credits and Cash Reimbursements as contemplated by Section 6(B) and Section 6(C) of this Agreement.

C. DEVELOPER shall design and construct the Transportation Improvements in a manner sufficient to satisfy the applicable government permitting requirements. It will be the responsibility of DEVELOPER to obtain any permits from any other governmental entity required for the construction of the Transportation Improvements.

5. Construction Requirements.

A. DEVELOPER agrees to use a competitive bidding process in retaining a contractor to construct the Transportation Improvements. The COUNTY will have the right to review the bid process utilized by DEVELOPER and shall additionally have the right to review all bids received. Notwithstanding the foregoing, provided that the selected bid is within ten percent (10%) of the Cost Estimate, COUNTY shall have no right to object to the contractor selected by DEVELOPER. In the event that the COUNTY reasonably determines that the proposed cost to construct the Transportation Improvements is not reasonable, the COUNTY shall have the option to terminate this AGREEMENT by providing written notice to DEVELOPER within thirty (30) days following the date the COUNTY receives the responsive bids; provided, however, the cost to construct the Transportation Improvements shall be deemed reasonable if such costs are within ten percent (10%) of the Cost Estimate. In the event the COUNTY does not terminate this AGREEMENT within the foregoing 30-day period, the COUNTY shall be deemed to have waived its right to do so under this Section 5.A. After receipt of responsive bids, DEVELOPER shall select the most responsive and responsible bidder, notify the COUNTY of the bidder selected, and enter into a Contract for Construction of the Transportation Improvements (the "**Construction Contract**") with the selected

contractor. Upon execution of a final Construction Contract, DEVELOPER will provide a copy of the Construction Contract to the Polk County Roads and Drainage Department.

B. Prior to construction, DEVELOPER shall schedule a Preconstruction Meeting with the COUNTY. Upon successful completion of a Preconstruction Meeting DEVELOPER may begin construction on the Transportation Improvements.

C. The COUNTY may periodically inspect and monitor the work site during construction of the Transportation Improvements. If, during construction, the COUNTY finds the work, materials, or equipment are defective, the COUNTY will give DEVELOPER written notice of the defect and DEVELOPER agrees to correct the defective condition, if commercially reasonable, within thirty (30) days of DEVELOPER'S receipt of such notice. If DEVELOPER fails to commence work to correct the deficiency within the foregoing 30-day period, the COUNTY may withhold the Impact Fee Credits and Cash Reimbursements discussed in Section 6 until the deficiency is corrected, or the COUNTY may take any action necessary on DEVELOPER'S behalf, including correcting the deficiency, removing deficiencies, or utilizing COUNTY'S contractor to complete the work.

D. Upon completion of the Transportation Improvements in accordance with the Plans and Specifications, DEVELOPER shall furnish a set of record drawings certified by the Engineer of Record that the Transportation Improvements have been completed in general conformance with the Plans and Specifications, as the same may be modified in accordance with the terms of this AGREEMENT. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that to the best of their knowledge, information and belief all materials used in connection with the Transportation Improvements are in general conformance with the plans, or otherwise conform to or meet generally accepted professional practices. DEVELOPER shall also prepare and submit, at its cost, any required certifications to permitting agencies. In addition, DEVELOPER shall, at such time, provide the COUNTY with copies of records from the Transportation Improvements, including, but not limited to, Engineer of Record sealed Record Drawings.

E. DEVELOPER shall provide the COUNTY a monthly construction management status report during the construction. Upon completion of the Transportation Improvements, DEVELOPER shall notify the COUNTY, in writing, of the completed construction and the same will be deemed acceptance by the COUNTY unless the COUNTY objects in writing within the later of (a) thirty (30) days following notice that construction of the Transportation Improvements are completed and (b) the date all permits related to the Transportation Improvements are closed.

6. Procedures for Impact Fee Credits and Reimbursement Amount.

A. **Impact Fee Credits and Cash Reimbursement Amount.** In exchange for DEVELOPER'S construction of the Transportation Improvements, the COUNTY shall pay the DEVELOPER a total not to exceed amount of \$10,800,000, unless modified in accordance with Section 4.B., in the form of Impact Fee Credits and Cash Reimbursements. The Reimbursement Amount shall be paid to the Developer through Impact Fee Credits first and Cash Reimbursements second.

B. **Impact Fee Credits.** Pursuant to the Ordinance and in accordance with Section 163.31801, Florida Statutes, in exchange for DEVELOPER'S construction of the Transportation Improvements, the COUNTY shall provide twenty-five percent (25%) of the Reimbursement Amount in the form of transportation impact fee credits (the "**Impact Fee Credits**"). Unless otherwise agreed to by both parties pursuant to section 4.B. of this AGREEMENT, any request for additional transportation Impact Fee Credits from the COUNTY pursuant to Section 4.04B of the Ordinance and Florida Statute § 163.31801 based on proposed, additional improvements which may be eligible for credit, must be submitted as a new

application under Section 2.11 of the Ordinance and must comply with all requirements specified thereunder.

- i. **Crediting of Impact Fee Credit Account.** The Impact Fee Credits shall be issued to DEVELOPER in the form of a voucher for Impact Fee Credits based on the actual construction, land improvement, design, engineering, and permitting costs (as evidenced by paid invoices and other appropriate supporting documentation provided to the COUNTY) of those Transportation Improvements that qualify for expenditure of Transportation Impact Fees under Section 4.04.B of the Ordinance. The schedule of qualifying improvements eligible for Impact Fee Credits hereunder is set forth and described in the cost estimate in Exhibit "C", attached hereto and incorporated herein by reference. As the DEVELOPER incurs construction, land improvement, design, engineering, and permitting costs for Transportation Improvements, DEVELOPER may submit to the COUNTY invoices related to such costs with backup documentation, including, without limitation, detailed construction costs, description of the work completed, lien releases, and an affidavit from the General Contractor that all subcontractors, suppliers or other providers of goods or services for the portion of the Transportation Improvements reflected in the invoice have been paid in full (the "**Distribution Documentation**"). The COUNTY shall have thirty (30) days to review the invoice and the Distribution Documentation, request additional documentation to substantiate the invoice that the COUNTY deems necessary, and conduct inspections. The failure of the COUNTY to request additional documentation in accordance with the immediately preceding sentence shall be deemed approval of the Distribution Documentation. Prior to expiration of the foregoing 30-day period, the COUNTY shall issue a voucher for Impact Fee Credits in the amount of the invoices submitted with the Distribution Documentation and shall provide a written receipt evidencing such credit.
- ii. **Expiration of Impact Fee Credits.** DEVELOPER, its successors and assigns, shall have ten (10) years from the date the Impact Fee Credits are issued in which to spend such Impact Fee Credits. The Transportation Improvements are located in the Northeast Impact Fee District. Any Impact Fee Credits issued hereunder shall be governed by, and may be transferred as permitted under, the Ordinance and Section 163.31801(10), Florida Statutes.
- iii. **Assignment of Impact Fee Credits.** The COUNTY and DEVELOPER agree that DEVELOPER intends to sell the Impact Fee Credits to third party developers (each, a "**Third Party Developer**") for payment of impact fees assessed against developments located in Polk County, Florida. DEVELOPER shall notify the COUNTY in writing of the transfer of Impact Fee Credits to a Third Party Developer; such written notification shall include the name of the Third Party Developer. Impact Fee Credits are assignable and transferable at any time within the Northeast Impact Fee District. The COUNTY recognizes and agrees that the Northeast Impact Fee District in which the Transportation Improvements will be located adjoins all other impact fee districts within Polk County. Pursuant to applicable statute, the Impact Fee Credits may therefore be used for payment of impact fees assessed against any development in Polk County, Florida that receives benefits from the Transportation Improvements. DEVELOPER shall notify all Third Party Developers that when a Third Party Developer is ready to use the Impact Fee Credits, it shall notify and provide the COUNTY with the lot count and location of the lots, including plat book and page number.

C. **Cash reimbursement.** DEVELOPER shall not request Cash Reimbursements until all Impact Fee Credits have been issued to DEVELOPER pursuant to section 6. In exchange for

DEVELOPER'S construction of the Transportation Improvements, the COUNTY shall pay in cash to the DEVELOPER seventy-five percent (75%) of the Reimbursement Amount in the amount of \$8,100,000, as same may be modified in accordance with Section 4.B. (the "**Cash Reimbursements**"). Commencing as of the Effective Date of this Agreement, and on a monthly basis thereafter, DEVELOPER may submit to the COUNTY an invoice related to the construction, land improvement, design, engineering, and permitting costs of the Transportation Improvements with Distribution Documentation justifying the request for the payment of the invoice. The COUNTY shall have forty-five (45) days to review the invoice and the Distribution Documentation, request additional documentation to substantiate the invoice that the COUNTY deems necessary, and conduct inspections. The failure of the COUNTY to request additional documentation in accordance with the immediately preceding sentence shall be deemed approval of the Distribution Documentation. Prior to expiration of the foregoing 45-day period, the COUNTY shall issue payment to DEVELOPER in the amount of the invoice submitted with the Distribution Documentation.

i. **Final Payment; Approval; Conveyance of Transportation Improvements.**

Upon completion of the Transportation Improvements, DEVELOPER shall submit to the COUNTY a final invoice for the construction of the Transportation Improvements ("**Final Invoice**"), which submission shall include an engineer's certificate of completion that confirms the Transportation Improvements have been properly constructed in accordance with County standards and the Plans and Specifications, and all construction and financial information necessary to ensure that contractors and subcontractors have been paid in full (collectively, the "**Final Documentation**"). The Final Documentation shall include, without limitation, all Distribution Documentation, detailed construction costs and invoices, receipts, copies of payments to the contractor, release of liens, and any required certification to permitting agencies. Upon receipt of all Final Documentation, the COUNTY shall have thirty (30) days to review the Final Invoice and Final Documentation, request additional documentation to substantiate the Final Invoice that the COUNTY deems necessary, and conduct inspections of the Transportation Improvements ("**Final Review Period**"); provided, however, if the Transportation Improvements are constructed in accordance with the Plans and Specifications, the COUNTY shall have no right to object to such Transportation Improvements. The failure of the COUNTY to request additional documentation in accordance with the immediately preceding sentence shall be deemed approval of the Final Documentation. Within thirty (30) days after the COUNTY concludes its Final Review Period, the COUNTY shall pay the Final Invoice and shall issue a letter to the DEVELOPER indicating that the Transportation Improvements comply with the approved Plans and Specifications (the "**Approval Letter**"). DEVELOPER shall, at its sole cost and expense, convey all interests that it may have in the Transportation Improvements to the COUNTY, free and clear of all liens and encumbrances, within ten (10) business days after the issuance of the Approval Letter. DEVELOPER shall warrant the Transportation Improvements are of good work quality and free from defects for a period of one (1) year from the date of acceptance by the COUNTY. The COUNTY is required to notify DEVELOPER of any defects prior to expiration of the warranty period.

7. **Conveyance of Donated ROW.** Within thirty (30) days of the Effective Date, DEVELOPER and each applicable LAND OWNER shall convey to the COUNTY the Portion A Donated ROW by Warranty Deed, with good and marketable title, free and clear of liens, and in fee simple at no cost to the COUNTY, except the COUNTY shall pay the documentary stamp tax and recording cost for the Portion A Donated ROW. Within three hundred sixty-five (365) days of the Effective Date, DEVELOPER

and each applicable LAND OWNER shall (a) convey to the COUNTY the Portion B Donated ROW by Warranty Deed, with good and marketable title, free and clear of liens, and in fee simple at no cost to the COUNTY, except the COUNTY shall pay the documentary stamp tax and recording cost for the Portion B Donated ROW; and (b) shall convey to the COUNTY an easement for the discharge of stormwater generated from the Transportation Improvements. Each LAND OWNER shall have the right, but not obligation, at its sole cost to obtain an appraisal of the Donated ROW. If requested, the COUNTY, through its Real Estate Services Administrator, will sign an IRS Noncash Charitable Contributions (Form 8283), or its equivalent as determined by each LAND OWNER's tax professional acknowledging each LAND OWNER's interest in the property was donated.

8. **Development Approvals.** This AGREEMENT shall in no manner constitute a development approval regarding the Property. DEVELOPER must secure all applicable development permits for Transportation Improvements and comply with all applicable development laws. Successful completion of a Preconstruction Meeting shall be evidence that all applicable development permits for Transportation Improvements have been obtained.

9. **Self-Help Provision.** In the event DEVELOPER proceeds with the Transportation Improvements according to the terms set forth herein and fails to complete the construction or the COUNTY desires to expedite the overall construction of the Transportation Improvements, then the COUNTY shall be permitted, upon delivery of ninety (90) days' prior written notice to DEVELOPER, to assume DEVELOPER'S responsibilities related to the construction of the Transportation Improvements. In such event, the DEVELOPER shall assign to the COUNTY all Plans and Specifications and all permits (including environmental permits) granted to DEVELOPER in connection with the Transportation Improvements and DEVELOPER shall use its diligent, good faith efforts to ensure the successful transfer of the same to the COUNTY. All costs related to construction performed by DEVELOPER shall be reimbursed by the COUNTY to DEVELOPER in an amount equal to the construction cost incurred by DEVELOPER prior to the COUNTY'S commencement of the work pursuant to this Self-Help Provision minus all payments of cash and impact fees previously made to DEVELOPER pursuant to Section 6, above.

10. **Approvals.** In those instances, in which a party's approval, consent or satisfaction is required under this AGREEMENT, and a time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this AGREEMENT.

11. **Indemnification.** DEVELOPER, its successors, and assigns shall protect, defend, indemnify, and hold harmless, the COUNTY, its officers, commissioners, council members, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable, actually incurred, attorney's fee or other expenses or liabilities, of every kind and character resulting from any error, omission, or negligent act of DEVELOPER itself, its agents, contractors, subcontractors, employees, or representatives in the performance of its obligations under this AGREEMENT. The foregoing indemnification obligation shall not apply to the extent of the negligence of the COUNTY or LAND OWNERS.

12. **Insurance.**

A. Notwithstanding anything to the contrary in this AGREEMENT, DEVELOPER shall maintain, or cause its agents and contractors to maintain, Professional Liability Insurance in the amount of \$2,000,000.00 per occurrence, exclusive of defense costs, and the Commercial General Liability, Comprehensive Auto Liability, and Workers Compensation coverages stated in 12.B. below.

B. DEVELOPER shall maintain, or cause its agents and contractors to maintain, the following types of insurance with at least the following minimum limits of liability:

Commercial General Liability:	\$2,000,000.00 per occurrence
Comprehensive Automobile Liability	\$1,000,000.00 per occurrence
Workers Compensation	Statutory Limits
Employers Liability	\$1,000,000.00

C. All insurance must be provided by a carrier licensed to do business in the State of Florida having an A.M. Best rating of at least the "A" category and size category of VIII. Polk County shall be named as additional insured on all General Liability and Automobile Liability policies on a primary and non-contributory basis. The General Liability, Automobile Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County.

D. DEVELOPER shall provide Polk County with original Certificates of Insurance satisfactory to Polk County to evidence such coverage promptly following the execution of this AGREEMENT and before any work commences on the Transportation Improvements. Polk County must be identified on the Certificates as follows: "Polk County, a political subdivision of the State of Florida." Coverage must commence on or before the first day work begins and remain in effect until at least the end of the warranty period stated in Section 6.C.i. above.

13. **Term and Nature of Agreement.** With the exception of warranty requirements, this AGREEMENT shall terminate upon satisfaction by the parties hereto of their respective obligations contained herein. If DEVELOPER is unable to obtain all necessary approvals for the construction of the Transportation Improvements from the COUNTY, or any other governmental agency, or if DEVELOPER is unable to enter a Construction Contract for the Transportation Improvements, the DEVELOPER or COUNTY may terminate this AGREEMENT by providing written notice to the other party and recording a notice of termination of this AGREEMENT in the Official Records of Polk County, Florida. If this AGREEMENT is terminated, DEVELOPER shall not be liable for, and the COUNTY shall not seek from DEVELOPER, either damages or specific performance of this AGREEMENT; provided, however, that the conveyance of any property completed prior to the termination of this AGREEMENT shall not be affected. If DEVELOPER fails to begin construction of the Transportation Improvements on or before five (5) years from the Effective Date of this AGREEMENT, this AGREEMENT shall be null and void. Notwithstanding the foregoing, the Transportation Improvements shall be completed within three (3) years of successful completion of a Preconstruction Meeting, unless a later date is mutually agreed to by the parties, which agreement shall not be unreasonably withheld.

14. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e. telecopier device) or within three (3) days after depositing the United States Postal Services, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

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

Copy to: County Attorney

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

Developer: Jackstone Development, LLC
Attn. Kevin Chinoy
346 East Central Ave.
Winter Haven, Florida 33880

15. **Public Records.** Pursuant to Section 119.0701, Florida Statutes, DEVELOPER shall comply with the Florida Public Records laws, to the extent applicable:

A. DEVELOPER acknowledges Polk County's obligations under Article I, Section 24, of the Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the material created under this AGREEMENT. DEVELOPER further acknowledges that the constitutional and statutory provisions control over the terms of this AGREEMENT. In association with its performance pursuant to this AGREEMENT, DEVELOPER shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

B. Without in any manner limiting the generality of the foregoing, DEVELOPER acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall:

- i. Keep and maintain public records required by the COUNTY to perform the services required under this AGREEMENT.
- ii. Upon request from the COUNTY'S custodian of public records, or his/her designee, provide the COUNTY 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 this chapter or as otherwise provided by law.
- iii. 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 contract if DEVELOPER does not transfer the records to the COUNTY.
- iv. Upon completion of the AGREEMENT, transfer, at no cost, to the COUNTY all public records in possession of DEVELOPER or keep and maintain public records required by the COUNTY to perform the service. If DEVELOPER transfers all public records to the COUNTY upon completion of the contract, DEVELOPER shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If DEVELOPER keeps and maintains public records upon completion of the contract, DEVELOPER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT POLK COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

16. **Records and Audits.** The DEVELOPER shall maintain in its corporate headquarters all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this AGREEMENT. Such records shall be available at the DEVELOPER'S corporate headquarters at all reasonable times during the term of this AGREEMENT and for ten (10) years from the date of final payment under this AGREEMENT for audit or inspection by the COUNTY, or its duly authorized agent or representative, upon five (5) business day's prior written notice.

17. **Equal Opportunity Employment.** The DEVELOPER agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this AGREEMENT because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

18. **Amendment.** Except as otherwise set forth therein, this AGREEMENT may only be amended and modified by an instrument in writing executed by the parties hereto or their successors or assigns in interest.

19. **Severability.** If any part of this AGREEMENT is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this AGREEMENT if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, this AGREEMENT is declared severable.

20. **Assignment and Successors.** This AGREEMENT shall be binding upon and the benefits and obligations of this AGREEMENT shall inure to all successors and assigns of the parties to this AGREEMENT, regardless of the name of the successors or assigns. In the event that DEVELOPER assigns this AGREEMENT and its rights, obligations and responsibilities hereunder to a third party, DEVELOPER shall provide written notice to the COUNTY.

21. **Disclaimer of Third Party Beneficiaries.** No right or cause of action shall accrue upon or by reason of this AGREEMENT, to or for the benefit of any third party, except any successors in interest of the DEVELOPER or the COUNTY.

22. **Governing Law and Venue.** In performing this AGREEMENT, each party will abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party. This AGREEMENT shall be governed by and construed in accordance with laws of the State of Florida. In the event of any legal action concerning this AGREEMENT, the parties agree that venue will be proper only in the courts of the Tenth Judicial Circuit, located in Polk County, Florida, or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and costs.

23. **Counterparts.** This AGREEMENT may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

24. **Entire Agreement.** This AGREEMENT constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

25. **Non-Waiver.** No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this AGREEMENT shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this AGREEMENT, at law, or in equity.

26. **Construction of Agreement.** This AGREEMENT shall not be construed against either party on the basis of it being the drafter of this AGREEMENT. The parties agree that both herein played an equal part in negotiating the terms and conditions of this AGREEMENT. Captions and Paragraph headings in this AGREEMENT are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this AGREEMENT.

27. **Release.** For and in consideration of the mutual agreements set forth herein, DEVELOPER agrees the terms and conditions of this AGREEMENT are reasonable under the totality of the circumstances, and DEVELOPER for itself, and on behalf of its successors, assigns or trustees, and anyone claiming by, through, or under any of them, does hereby fully waive, release and forever discharge the 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. DEVELOPER acknowledges and agree that its agreement to this release is a material inducement to the COUNTY to enter into this AGREEMENT. The parties agree that this release is to the specific causes of action listed and not be deemed a release of any non-listed causes of action to which DEVELOPER may be entitled.

28. **Force Majeure.** Should the performance of this AGREEMENT by the DEVELOPER be prevented or delayed by any Act of God or other cause beyond the reasonable control of DEVELOPER, including but not limited to, floods, storm, fire, war, total or partial failure of transportation or delivery facilities, interruption of power, or by any law, regulation or order of any federal, state or local authority, DEVELOPER'S performance shall be excused to the extent it is thus prevented or delayed. Neither the lack of financial resources, budgetary requirements, crop revenues, harvesting schedules, nor such other errors, shall constitute a force majeure event sufficient to excuse nonperformance hereunder.

29. **Default and Opportunity to Cure.** If either party materially defaults in its obligations under this AGREEMENT and fails to cure the same within thirty (30) days after the date that the non-

defaulting party delivers notice of the default to the other party, then the non-defaulting party shall have the right to (i) immediately terminate this AGREEMENT by delivering written notice to the defaulting party, and (ii) pursue any and all remedies available in law, equity, and under this AGREEMENT.

30. **Limitation of Liability.** IN NO EVENT SHALL POLK COUNTY BE LIABLE TO THE DEVELOPER 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.

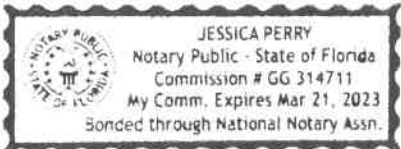
31. **Days.** The term “days” in this AGREEMENT shall mean calendar days unless otherwise so noted. If a date for performance falls on a Saturday, Sunday, legal State of Florida, or federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday or legal Holiday.

32. **Recordation and Termination.** Within 14 days after all parties have executed 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. Polk County to automatically terminate this AGREEMENT upon completion and transfer to COUNTY or ten (10) years from the Effective Date.

33. **Applicable Law, Enforcement, Jurisdiction and Venue.** This Agreement shall be subject to the following provisions:

- A. This AGREEMENT and the rights and obligations of the COUNTY and DEVELOPER 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 Land Development Code, Polk County Comprehensive Plan, and any amendments thereto in effect on the Effective Date of this AGREEMENT.
- B. 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.
- C. 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.
- D. 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.
- E. The fact that this AGREEMENT does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to develop the DEVELOPER’S Property shall not relieve the DEVELOPER, 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT on the respective dates under each signature: Polk County, Florida, through its Board of County Commissioners, signing by and through its Chairman, and the DEVELOPER, through its authorized representatives.

<p>Witness: <u>Haley Henrikson</u></p> <p>Printed Name: <u>Haley Henrikson</u></p> <p>Witness: <u>Jessica Perry</u></p> <p>Printed Name: <u>Jessica M. Perry</u></p>	<p><u>DEVELOPER</u></p> <p>JACKSTONE DEVELOPMENT LLC</p> <p>By: <u>[Signature]</u></p> <p>Printed Name: <u>Kevin Chinoy</u></p> <p>This <u>14th</u> day of <u>February</u>, 2023</p>
<p>State of <u>Florida</u></p> <p>County of <u>Polk</u></p> <p>The foregoing instrument is hereby acknowledged before me by means of <input checked="" type="checkbox"/> physical presence or <input type="checkbox"/> online notarization, this <u>14th</u> day of <u>February</u>, 202<u>3</u>, by <u>Kevin Chinoy</u>, as <u>Manager</u> of <u>Jackstone Development LLC</u>, on behalf of the company. He/She is <input checked="" type="checkbox"/> personally known to me or <input type="checkbox"/> has produced <u>N/A</u> as identification.</p> <p><u>[Signature]</u> NOTARY PUBLIC</p> <p>My Commission Expires <u>3/21/2023</u></p> <div style="text-align: right;">  </div>	
<p><u>COUNTY</u></p>	
<p>ATTEST:</p> <p>Stacy M. Butterfield, Clerk</p> <p>By: _____</p> <p>Deputy Clerk</p> <p>(SEAL)</p>	<p>BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA</p> <p>By: _____</p> <p>George Lindsey, III, Chairperson</p> <p>This ____ day of _____, 2023</p>

Approved as to form and legal sufficiency

By: _____
County Attorney's Office

JOINDER AND CONSENT OF LAND OWNERS

The undersigned Land Owners join in this Agreement for the purpose of confirming their approval of Paragraphs 7, 10, 11, 13, and 18 – 33 of the Agreement.

Witness: Jessica Petrucci
Printed Name: Jessica Petrucci
Witness: Kristin Cassidy
Printed Name: Kristin Cassidy

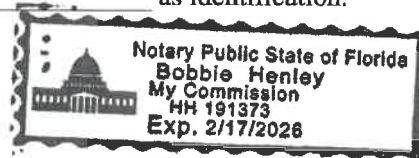
GLK REAL ESTATE LLC
By: Lauren O. Schuck
Printed Name: Lauren O. Schuck
Title: mgr.
This 14th day of February, 2023

State of Florida
County of Polk

The foregoing instrument is hereby acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of February, 2023, by Lauren Schuck as Manager of GLK Real Estate, on behalf of the company. He/She is ☒ personally known to me or ☐ has produced _____ as identification.

NOTARY PUBLIC

My Commission Expires 02/12/2024



Witness: Jessica Petrucci
Printed Name: Jessica Petrucci
Witness: Kristin Cassidy
Printed Name: Kristin Cassidy

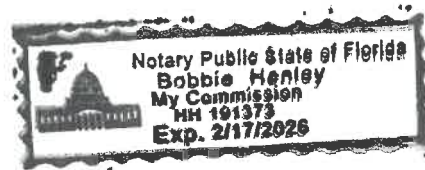
NORTHEAST POLK LAND INVESTMENTS LLC
By: Steven Cassidy
Printed Name: Steven Cassidy
Title: Manager
This 14th day of February, 2023

State of Florida
County of Polk

The foregoing instrument is hereby acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of February, 2023, by Steven Cassidy as Manager of NorthEast Polk Land Inv on behalf of the company. He/She is ☒ personally known to me or ☐ has produced _____ as identification.

NOTARY PUBLIC

My Commission Expires 02/17/2024



Witness: Jessica Petrucci

Printed Name: Jessica Petrucci

Witness: Kristin Cassidy

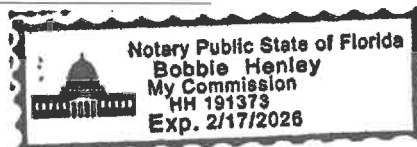
Printed Name: Kristin Cassidy

State of Florida
County of Polk

The foregoing instrument is hereby acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of February, 2023, by Albert B. Cassidy as Manager of CH-DEV LLC, on behalf of the company. He/She is ☒ personally known to me or ☐ has produced _____ as identification.

NOTARY PUBLIC

My Commission Expires 2/17/2026



CH-DEV LLC

By: [Signature]

Printed Name: Albert B. Cassidy

Title: Mgr.

This 14th day of February, 2023

Witness: [Signature]

Printed Name: Jessica Kowalski

Witness: Jessica Petrucci

Printed Name: Jessica Petrucci

State of Florida
County of Polk

The foregoing instrument is hereby acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of February, 2023, by Jack M. Berry III as manager of JMBI Real Estate LLC, on behalf of the company. He/She is ☒ personally known to me or ☐ has produced _____ as identification.

NOTARY PUBLIC

My Commission Expires 11-4-2024



JMBI REAL ESTATE LLC

By: [Signature]

Printed Name: Jack M. Berry III

Title: Manager

This 14th day of February, 2023

Exhibit "A" –Donated ROW (Sketch & Legal Description)

Please see attached

Description Sketch

DESCRIPTION OF POWERLINE ROAD

(Not A Survey)

AREA 1

A portion of Lot D of the REPLAT OF DAVENPORT TERMINALS, according to the map or plat thereof as recorded in Plat Book 29, Page 4 of the public records of Polk County, Florida lying in Section 3, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 3, run thence along the South boundary thereof, N.89°13'12"W., a distance of 924.51 feet to the East Right-of-Way of U.S. Highway 17-92 according to Deed Book 515, Page 105 of the public records of said county; thence along said East Right-of-Way the following two (2) courses: (1) Northerly, 70.29 feet along the arc of a non-tangent curve to the left having a radius of 3869.72 feet and a central angle of 01°02'26" (chord bearing N.14°15'21"E., 70.29 feet); (2) N.13°44'08"E., a distance of 306.60 feet to the **POINT OF BEGINNING**; thence continue along said East Right-of-Way, N.13°44'08"E., a distance of 110.00 feet; thence S.76°15'40"E., a distance of 99.12 feet to the West Right-of-Way of 43rd Street according to said REPLAT OF DAVENPORT TERMINALS; thence along said West Right-of-Way, S.00°17'38"E., a distance of 113.38 feet; thence N.76°15'40"W., a distance of 126.61 feet to the **POINT OF BEGINNING**.

Containing 0.285 acres, more or less.

AREA 2

A portion of Tracts 13 and 14 of the Northeast 1/4 of Section 3, Township 27 South, Range 27 East of the FLORIDA DEVELOPMENT CO. TRACT, according to the map or plat thereof as recorded in Plat Book 3 Pages 60 through 63, together with all of the Future Road Right-of-Way of Powerline, Road a portion of Tract C-4 and a portion of Tract C-2 of BELLA VITA PHASE 1B-2 AND 2, according to the plat thereof as recorded in Plat Book 188, Pages 8 through 17 lying in Section 3, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:


COMMENCE at the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 3, run thence along the East boundary thereof also being the West boundary of said BELLA VITA PHASE 1B-2 AND 2, N.00°16'52"W., a distance of 42.38 feet; to a point on the Southwest boundary of said Future Right-of-Way of Powerline Road, said point also being the **POINT OF BEGINNING**; thence departing said West boundary, N.59°10'35"W., a distance of 136.78 feet; thence Westerly, 596.37 feet along the arc of a tangent curve to the left having a radius of 2000.00 feet and a central angle of 17°05'05" (chord bearing N.67°43'07"W., 594.16 feet); thence N.76°15'40"W., a distance of 18.35 feet to the East Right-of-Way of 43rd Street of the REPLAT OF DAVENPORT TERMINALS, according to the plat thereof as recorded in Plat Book 29, Page 4 of the public records of said county; thence along said East Right-of-Way, N.00°17'38"W., a distance of 113.38 feet; thence departing said East Right-of-Way, S.76°15'40"E., a distance of 45.84 feet; thence Easterly, 629.17 feet along the arc of a tangent curve to the right having a radius of 2110.00 feet and a central angle of 17°05'05" (chord bearing S.67°43'07"E., 626.84 feet); thence S.59°10'35"E., a distance of 70.42 feet to the intersection of the West boundary of said BELLA VITA PHASE 1B-2 AND 2 and the Northeast boundary of said Future Road Right-of-Way; thence along said Northeast boundary the following four (4) courses: (1) S.59°10'35"E., a distance of 664.79 feet; (2) Southeasterly, 494.51 feet along the arc of a tangent curve to the right having a radius of 480.00 feet and a central angle of 59°01'41" (chord bearing S.29°39'45"E., 472.93 feet); (3) S.00°08'54"E., a distance of 694.59 feet; (4) Southerly, 148.93 feet along the arc of a tangent curve to the left having a radius of 370.00 feet and a central angle of 23°03'43" (chord bearing S.11°40'46"E., 147.92 feet); thence Easterly, 75.76 feet along the arc of a compound curve to the left having a radius of 35.00 feet and a central angle of 124°00'50" (chord bearing S.85°13'02"E., 61.81 feet) to a point on the North Right-of-Way of East North Boulevard; thence along said North Right-of-Way the following four (4) courses: (1) Southwesterly, 19.08 feet along the arc of a non-tangent curve to the right having a radius of 75.00 feet and a central angle of 14°34'30" (chord bearing S.40°03'48"W., 19.03 feet); (2) thence Westerly, 99.97 feet along the arc of a compound curve to the right having a radius of 135.00 feet and a central angle of 42°25'43" (chord bearing S.68°33'55"W., 97.70 feet); (3) S.89°46'46"W., a distance of 107.80 feet; (4) Westerly, 1.00 foot along the arc of a tangent curve to the right having a radius of 75.00 feet and a central angle of 00°45'43" (chord bearing N.89°50'22"W., 1.00 foot) to the aforesaid West boundary of BELLA VITA PHASE 1B-2 AND 2; thence along said West boundary, N.00°51'39"W., a distance of 0.99 feet; thence departing said West boundary, Northeasterly, 57.75 feet along the arc of a non-tangent curve to the left having a radius of 35.00 feet and a central angle of 94°32'08" (chord bearing N.28°47'31"E., 51.42 feet); thence Northerly, 157.06 feet along the arc of a reverse curve to the right having a radius of 491.00 feet and a central angle of 18°19'39" (chord bearing N.09°18'43"W., 156.39 feet); thence N.00°08'54"W., a distance of 108.46 feet; thence N.12°15'33"E., a distance of 51.20 feet to the West boundary of aforesaid Future Right-of-Way of Powerline Road; thence along said West boundary the following three (3) courses: (1) N.00°08'54"W., a distance of 536.14 feet; (2) Northwesterly, 381.19 feet along the arc of a tangent curve to the left having a radius of 370.00 feet and a central angle of 59°01'41" (chord bearing N.29°39'45"W., 364.55 feet); (3) N.59°10'35"W., a distance of 598.42 feet to the **POINT OF BEGINNING**.

Containing 6.974 acres, more or less.

SEE SHEETS NO. 1-3 FOR DESCRIPTION & SURVEYORS NOTES.

SEE SHEET NO. 4-8 FOR SKETCH

SEE SHEET NO. 9-10 FOR LINE & CURVE TABLES.

PROJECT: POWERLINE ROAD			Prepared For: ABSOLUTE ENGINEERING, INC.	
PHASE: POWERLINE ROAD			<div>213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768</div> <div> GeoPoint Surveying, Inc.</div>	
DRAWN: JRG DATE: 9/22/22 CHECKED BY: MHC				
REVISIONS				
DATE	DESCRIPTION	DRAWN BY		
			<div>Charles M. Arnett FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6884</div>	
FILE PATH: P:\POWERLINE ROAD - POLK COUNTY\DESCRIPTIONS\PLR ROW-DS.DWG LAST SAVED BY: JGEIER			01 of 10	

Description Sketch

(Not A Survey)

AREA 3

A portion of Tracts A, B, C and D, of the FLORIDA DEVELOPMENT COMPANY TRACT, according to the map or plat thereof, as recorded in Plat Book 3 Pages 60 through 63 of the public records of Polk County, Florida lying in Section 3, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of BELLA VITA PHASE 1B-2 AND 2, run thence along the South boundary thereof, N.89°46'46"E., a distance of 61.11 feet to the **POINT OF BEGINNING**; thence along said South boundary the following three (3) courses: (1) N.89°46'46"E., a distance of 46.68 feet; (2) Easterly, 137.00 feet along the arc of a tangent curve to the left having a radius of 185.00 feet and a central angle of 42°25'43" (chord bearing N.68°33'55"E., 133.89 feet); (3) Northeasterly, 1.48 feet along the arc of a compound curve to the left having a radius of 125.00 feet and a central angle of 00°40'45" (chord bearing N.47°00'40"E., 1.48 feet) to a point of cusp; thence Southerly, 54.33 feet along the arc of a non-tangent curve to the left having a radius of 35.00 feet and a central angle of 88°56'07" (chord bearing S.02°12'14"W., 49.04 feet); thence S.42°15'49"E., a distance of 252.71 feet; thence S.29°51'23"E., a distance of 51.20 feet; thence S.42°15'49"E., a distance of 72.00 feet; thence Southerly, 349.00 feet along the arc of a tangent curve to the right having a radius of 480.00 feet and a central angle of 41°39'33" (chord bearing S.21°26'03"E., 341.37 feet); thence S.00°36'17"E., a distance of 489.79 feet to the North Right-of-Way of East Palm Street; thence along said north Right-of-Way, S.89°51'08"W., a distance of 99.50 feet; thence N.00°13'14"E., a distance of 225.42 feet; thence S.89°46'46"E., a distance of 15.00 feet; thence N.00°13'14"E., a distance of 222.54 feet; thence Northerly, 32.35 feet along the arc of a tangent curve to the left having a radius of 370.00 feet and a central angle of 05°00'36" (chord bearing N.02°17'04"W., 32.34 feet); thence S.85°12'38"W., a distance of 15.00 feet; thence Northerly, 142.33 feet along the arc of a non-tangent curve to the left having a radius of 355.00 feet and a central angle of 22°58'18" (chord bearing N.16°16'31"W., 141.38 feet); thence Northwesterly, 140.38 feet along the arc of a non-tangent curve to the left having a radius of 370.00 feet and a central angle of 21°44'16" (chord bearing N.31°23'41"W., 139.54 feet); thence N.42°15'49"W., a distance of 386.68 feet; thence Northwesterly, 70.99 feet along the arc of a tangent curve to the right having a radius of 480.00 feet and a central angle of 08°28'25" (chord bearing N.38°01'37"W., 70.92 feet); thence Northwesterly, 34.47 feet along the arc of a reverse curve to the left having a radius of 35.00 feet and a central angle of 56°25'49" (chord bearing N.62°00'19"W., 33.09 feet) to the **POINT OF BEGINNING**.

Containing 2.945 acres, more or less.

AREA 4

A portion of Tracts E and F, of the FLORIDA DEVELOPMENT COMPANY TRACT, according to the map or plat thereof, as recorded in Plat Book 3 Pages 60 through 63 of the public records of Polk County, Florida lying in Section 3, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 3, run thence along the North boundary thereof, S.89°51'08"W., a distance of 173.87 feet; thence S.00°12'52"E., a distance of 15.00 feet to the South Right-of-Way of East Palm Street, said point also being the **POINT OF BEGINNING**; thence continue, S.00°12'52"E., a distance of 642.33 feet to the South boundary of aforesaid Tract F; thence along said South boundary, S.89°43'12"W., a distance of 5.49 feet; thence N.00°36'17"W., a distance of 642.36 feet to aforesaid South Right-of-Way; thence along said South Right-of-Way, N.89°51'08"E., a distance of 9.87 feet to the **POINT OF BEGINNING**.

Containing 0.113 acres, more or less.

AREA 5

A portion of Tracts E, F, G, and H, of the FLORIDA DEVELOPMENT COMPANY TRACT, according to the map or plat thereof, as recorded in Plat Book 3 Pages 60 through 63 of the public records of Polk County, Florida lying in Section 3, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 3, run thence along the East boundary thereof, N.00°12'52"W., a distance of 15.00 feet to a point on the Easterly projection of the South boundary of said Tract H; thence along said Easterly projection, S.89°45'36"W., a distance of 15.00 feet to the Southeast corner of said Tract H said point also being the **POINT OF BEGINNING**; thence along the South boundary of said Tract H, S.89°45'36"W., a distance of 633.47 feet to the Southwest corner of said Tract H; thence along the West boundary of said Tract H, N.00°51'39"W., a distance of 9.63 feet; thence N.89°43'12"E., a distance of 412.23 feet; thence Northeasterly, 78.82 feet along the arc of a tangent curve to the left having a radius of 50.00 feet and a central angle of 90°19'29" (chord bearing N.44°33'28"E., 70.91 feet); thence N.00°36'17"W., a distance of 244.81 feet; thence N.11°48'10"E., a distance of 51.20 feet; thence N.00°36'17"W., a distance of 286.84 feet; thence N.89°43'12"E., a distance of 5.49 feet; thence N.00°12'52"W., a distance of 642.33 feet to the South Right-of-Way of East Palm Street; thence along said South Right-of-Way, N.89°51'08"E., a distance of 100.14 feet; thence S.00°36'17"E., a distance of 1220.79 feet; thence Southeasterly, 78.62 feet along the arc of a tangent curve to the left having a radius of 50.00 feet and a central angle of 90°05'41" (chord bearing S.45°39'07"E., 70.77 feet) to the East boundary of said Tract H; thence along said East boundary, S.00°12'52"E., a distance of 13.67 feet to the **POINT OF BEGINNING**.

Containing 3.357 acres, more or less.

SEE SHEET NO. 1-3 FOR DESCRIPTION & SURVEYORS NOTES.
SEE SHEET NO. 4-8 FOR SKETCH
SEE SHEET NO. 9-10 FOR LINE & CURVE TABLES.

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768


GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

AREA 6

A portion of Tracts 31 and 32 of the Southwest 1/4 of Section 2, Township 27 South, Range 27 East of the FLORIDA DEVELOPMENT CO. TRACT, according to the map or plat thereof as recorded in Plat Book 3 Pages 60 through 63, lying in Section 2, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 2, run thence along the South boundary thereof, N.89°33'52"E., a distance of 15.00 feet to the Southerly projection of the West line of said Tract 32; thence along said Southerly projection and the West boundary of said Tract 32, N.00°12'52"W., a distance of 18.88 feet to a point on the North Maintained Right-of-Way of Horseshoe Creek Road, as recorded in Map Book 4, Pages 303 through 308 of the public records of said County said point also being the **POINT OF BEGINNING**; thence along said West boundary of Tract 32, N.00°12'52"W., a distance of 10.00 feet; thence N.89°16'40"E., a distance of 84.95 feet; thence S.89°24'16"E., a distance of 100.09 feet; thence S.89°51'45"E., a distance of 99.92 feet; thence N.89°37'18"E., a distance of 199.89 feet; thence N.88°52'37"E., a distance of 99.99 feet; thence N.89°23'33"E., a distance of 61.78 feet to the East boundary of aforesaid Tract 31; thence along said East boundary, S.00°14'42"E., a distance of 10.00 feet to said North Maintained Right-of-Way; thence along said North Maintained Right-of-Way the following seven (7) courses: (1) S.89°23'33"W., a distance of 61.67 feet; (2) S.88°52'37"W., a distance of 100.01 feet; (3) N.89°51'45"W., a distance of 100.00 feet; (4) S.89°06'22"W., a distance of 100.00 feet; (5) N.89°51'45"W., a distance of 100.00 feet; (6) N.89°24'16"W., a distance of 100.02 feet; (7) S.89°16'40"W., a distance of 84.93 feet to the **POINT OF BEGINNING**.

Containing 0.146 acres, more or less.

AREA 7

A portion of Tracts I, K, L, and M, of the FLORIDA DEVELOPMENT COMPANY TRACT, according to the map or plat thereof, as recorded in Plat Book 3 Pages 60 through 63 of the public records of Polk County, Florida lying in Section 10, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast 1/4 of said Section 10, run thence along the North boundary thereof, S.89°45'36"W., a distance of 51.89 feet; thence S.00°36'17"E., a distance of 15.00 feet to a point on the North boundary of said Tract I said point also being the **POINT OF BEGINNING**; thence S.00°36'17"E., a distance of 280.01 feet; thence S.11°48'10"W., a distance of 60.50 feet; thence S.00°36'17"E., a distance of 810.09 feet; thence Southerly, 25.54 feet along the arc of a non-tangent curve to the right having a radius of 80.00 feet and a central angle of 18°17'39" (chord bearing S.10°29'33"E., 25.44 feet); thence Southeasterly, 70.80 feet along the arc of a reverse curve to the left having a radius of 85.00 feet and a central angle of 47°43'20" (chord bearing S.25°12'24"E., 68.77 feet); thence S.49°04'03"E., a distance of 9.61 feet to the East boundary of said Tract M; thence along said East boundary, S.00°09'46"E., a distance of 6.64 feet to the North Right-of-Way of South Boulevard; thence along said North Right-of-Way, S.89°43'42"W., a distance of 212.88 feet; thence N.18°18'32"E., a distance of 1.47 feet; thence N.37°03'16"E., a distance of 8.70 feet; thence Northerly, 54.11 feet along the arc of a tangent curve to the left having a radius of 65.00 feet and a central angle of 47°41'45" (chord bearing N.13°12'23"E., 52.56 feet); thence Northerly, 74.97 feet along the arc of a reverse curve to the right having a radius of 80.00 feet and a central angle of 53°41'39" (chord bearing N.16°12'20"E., 72.26 feet); thence Northerly, 64.77 feet along the arc of a reverse curve to the left having a radius of 85.00 feet and a central angle of 43°39'26" (chord bearing N.21°13'27"E., 63.21 feet); thence N.00°36'17"W., a distance of 1016.78 feet; thence Northwesterly, 53.23 feet along the arc of a tangent curve to the left having a radius of 35.00 feet and a central angle of 87°08'20" (chord bearing N.44°10'27"W., 48.25 feet); thence Westerly, 93.85 feet along the arc of a compound curve to the left having a radius of 632.27 feet and a central angle of 08°30'18" (chord bearing S.88°00'15"W., 93.77 feet); thence Westerly, 49.18 feet along the arc of a non-tangent curve to the left having a radius of 386.68 feet and a central angle of 07°17'15" (chord bearing S.69°18'32"W., 49.15 feet); thence N.00°47'38"W., a distance of 30.68 feet to the aforementioned North boundary of Tract I; thence along said North boundary, N.89°45'36"E., a distance of 296.26 feet to the **POINT OF BEGINNING**.

Containing 3.481 acres, more or less.

The Total Acreage of all Seven Areas is 17.301 acres, more or less.

SURVEYOR'S NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST BOUNDARY OF BELLA VITA PHASE 1B-2 AND 2, AS RECORDED IN PLAT BOOK 188, PAGES 8 THROUGH 17, OF THE PUBLIC RECORD OF POLK COUNTY, FLORIDA, HAVING A GRID BEARING OF N.00°16'52"W. THE GRID BEARING AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD83-2011 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA.
- 2) I DO HEREBY CERTIFY THAT THIS SKETCH & DESCRIPTION WAS MADE UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS STATED IN RULES 5J-17.051, 5J-17.052, AND 5J-17-053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
- 3) THE OVERALL DESCRIBED AREA IS 17.301 ACRES, MORE OR LESS.

SEE SHEET NO. 1-3 FOR DESCRIPTION & SURVEYORS NOTES.

SEE SHEET NO. 4-8 FOR SKETCH

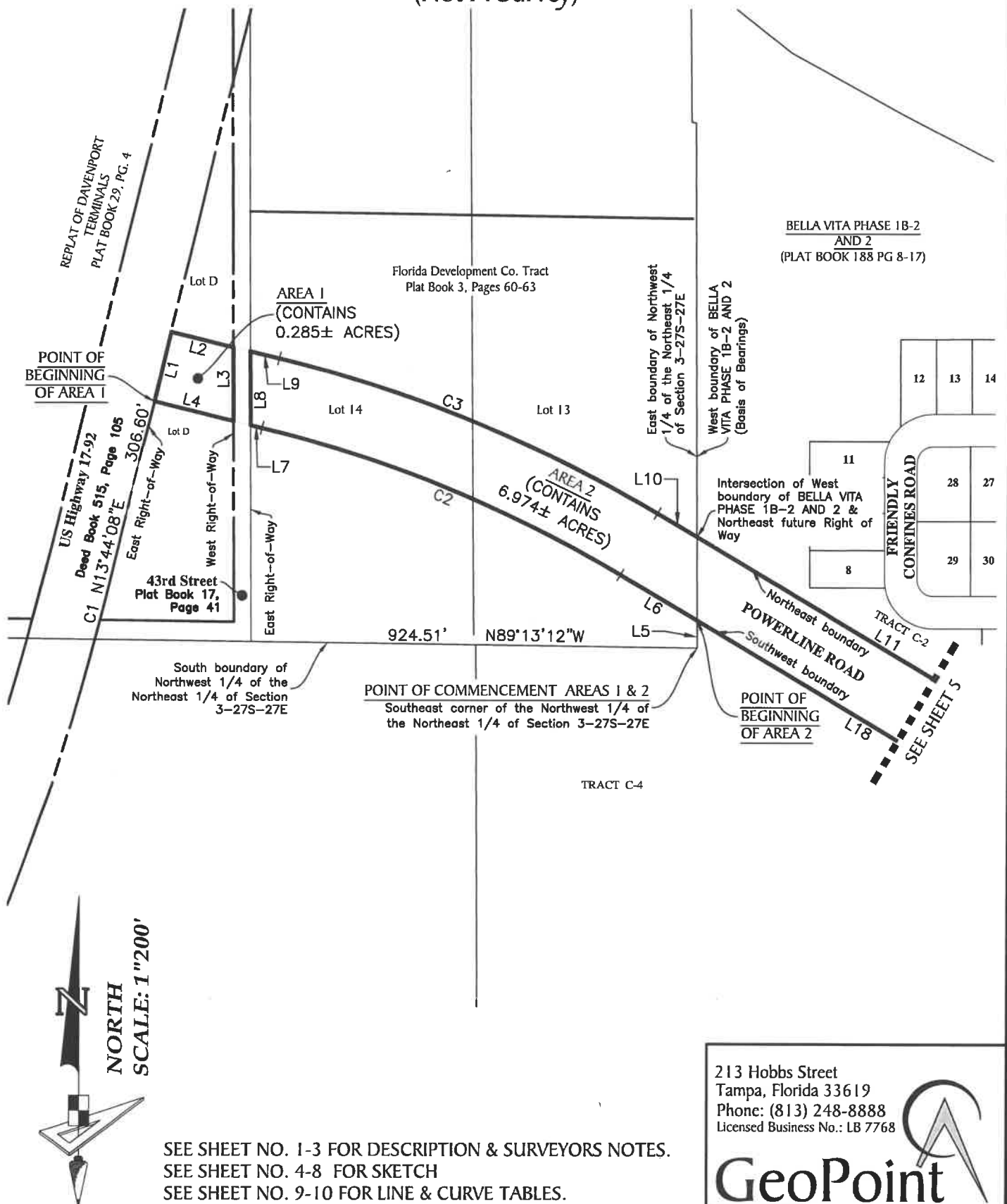
SEE SHEET NO. 9-10 FOR LINE & CURVE TABLES.

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

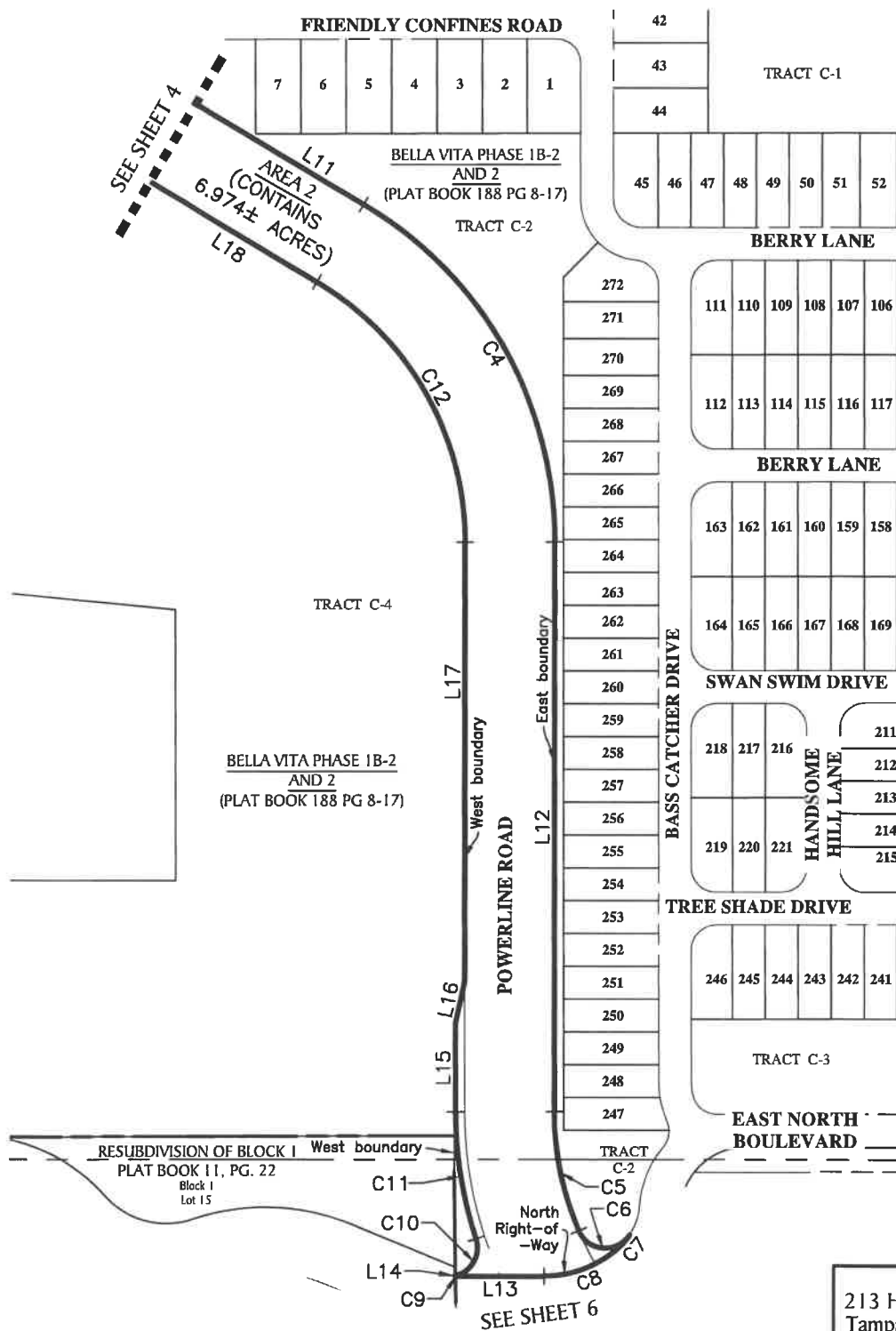
Description Sketch

(Not A Survey)



Description Sketch

(Not A Survey)



SEE SHEET NO. 1-3 FOR DESCRIPTION & SURVEYORS NOTES.
 SEE SHEET NO. 4-8 FOR SKETCH
 SEE SHEET NO. 9-10 FOR LINE & CURVE TABLES.

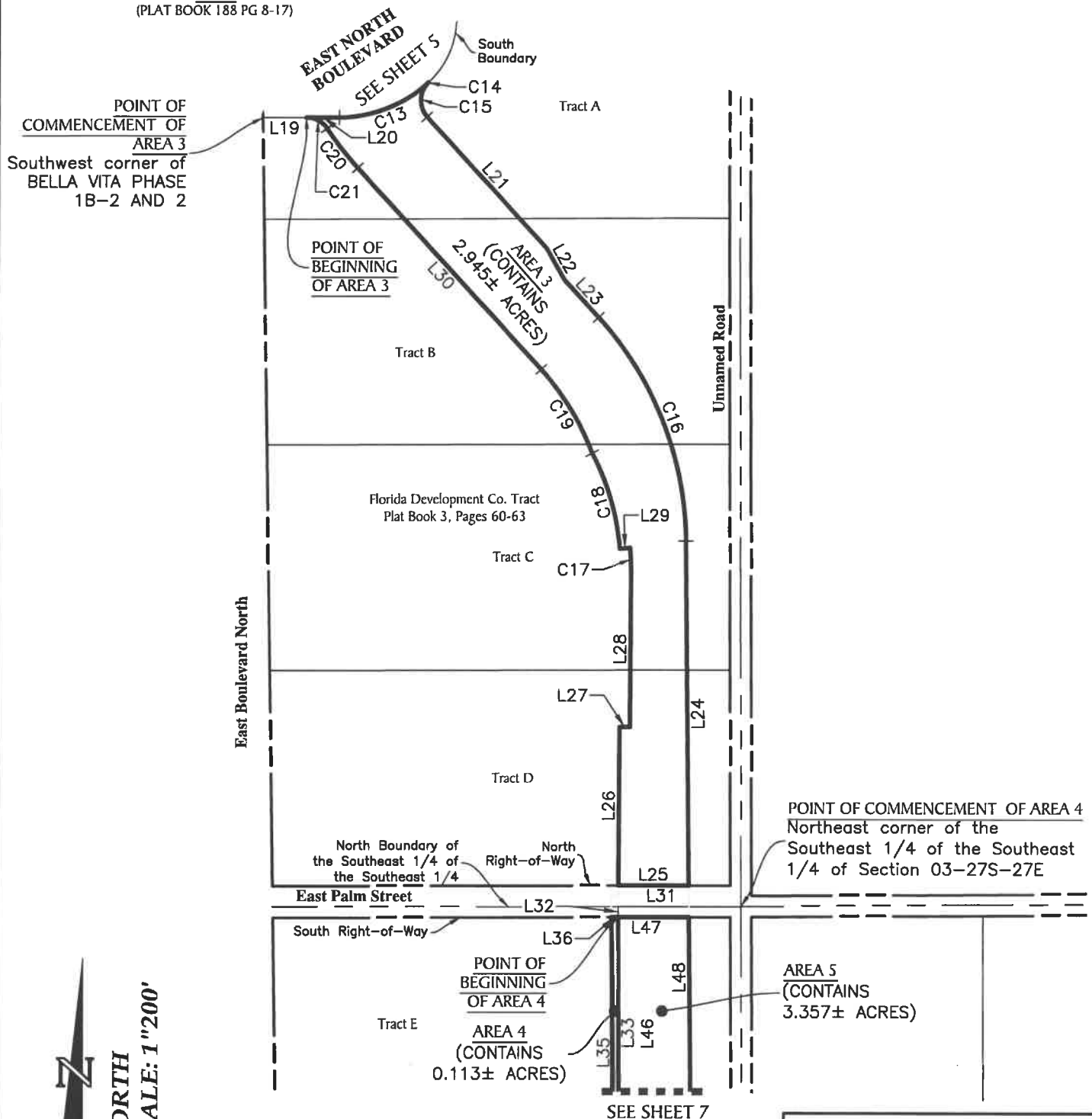
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 Surveying, Inc.

Description Sketch

(Not A Survey)

BELLA VITA PHASE 1B-2
AND 2
(PLAT BOOK 188 PG 8-17)



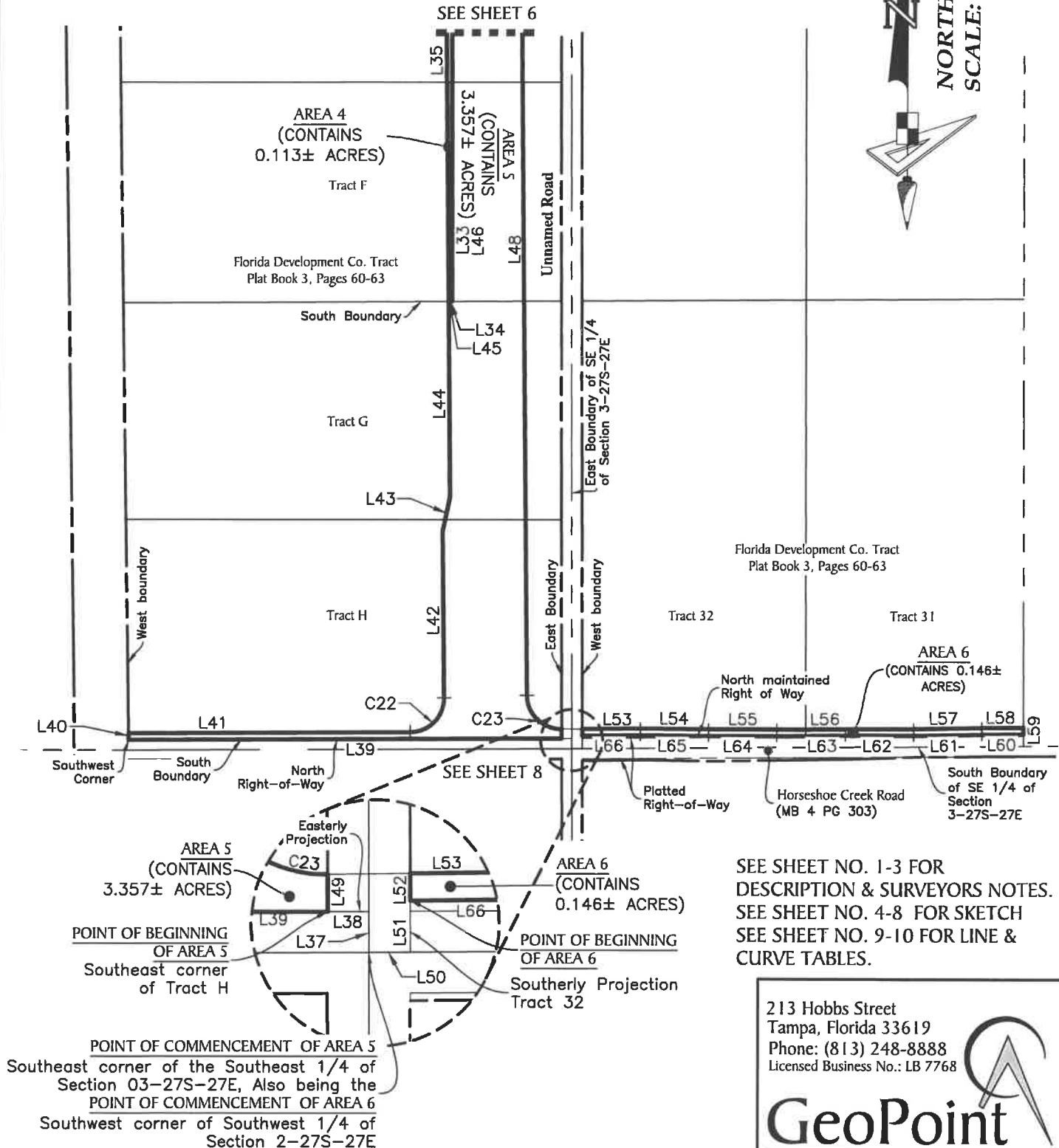
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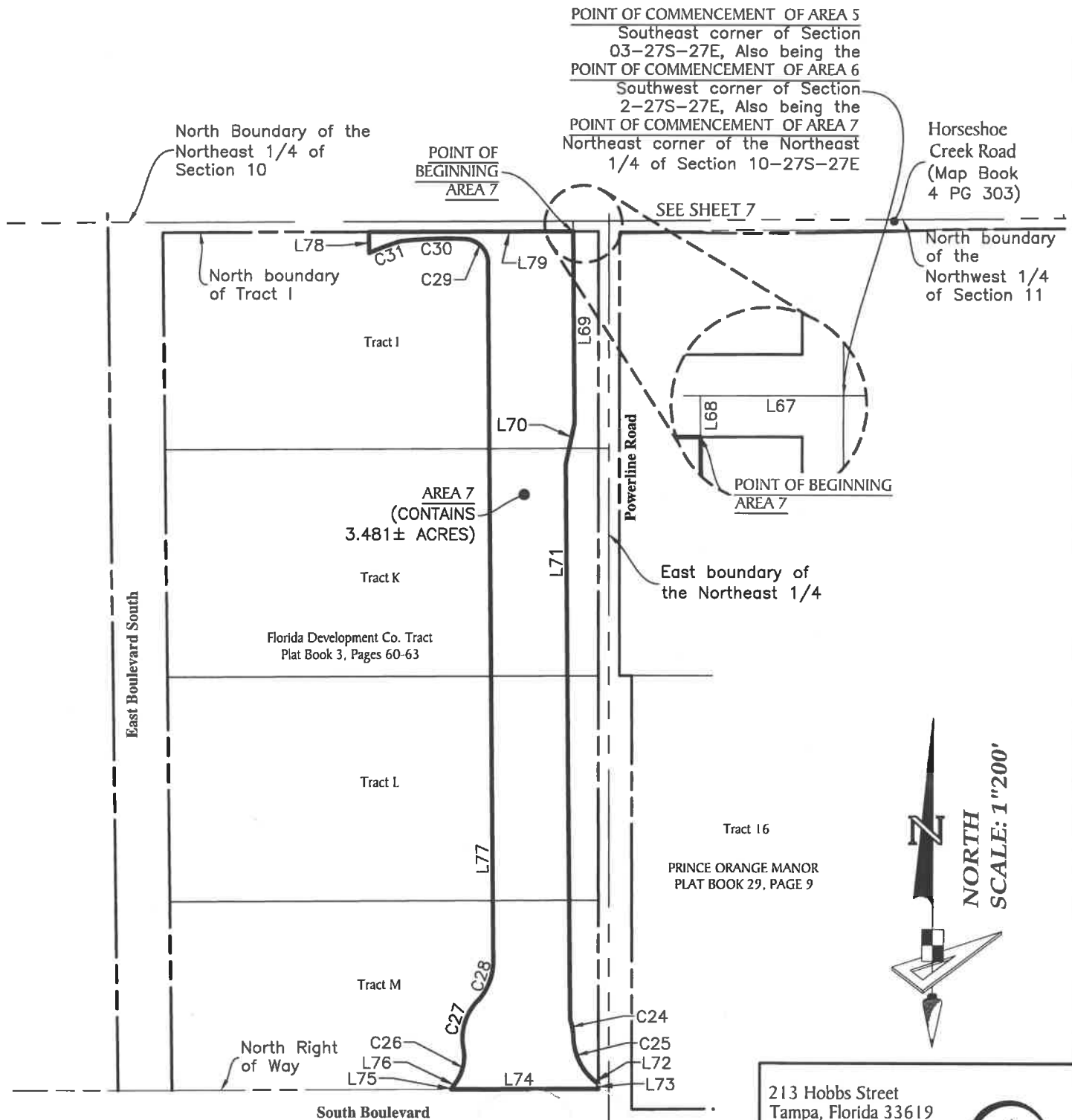
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Description Sketch

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SEE SHEET NO. 4-8 FOR SKETCH
SEE SHEET NO. 9-10 FOR LINE & CURVE TABLES.

213 Hobbs Street
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GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 13°44'08" E	110.00'
L2	S 76°15'40" E	99.12'
L3	S 00°17'38" E	113.38'
L4	N 76°15'40" W	126.61'
L5	N 00°16'52" W	42.38'
L6	N 59°10'35" W	136.78'
L7	N 76°15'40" W	18.35'
L8	N 00°17'38" W	113.38'
L9	S 76°15'40" E	45.84'
L10	S 59°10'35" E	70.42'
L11	S 59°10'35" E	664.79'
L12	S 00°08'54" E	694.59'
L13	S 89°46'46" W	107.80'
L14	N 00°51'39" W	0.99'
L15	N 00°08'54" W	108.46'
L16	N 12°15'33" E	51.20'
L17	N 00°08'54" W	536.14'
L18	N 59°10'35" W	598.42'
L19	N 89°46'46" E	61.11'
L20	N 89°46'46" E	46.68'
L21	S 42°15'49" E	252.71'
L22	S 29°51'23" E	51.20'
L23	S 42°15'49" E	72.00'
L24	S 00°36'17" E	489.79'
L25	S 89°51'08" W	99.50'
L26	N 00°13'14" E	225.42'
L27	S 89°46'46" E	15.00'

LINE DATA TABLE

NO.	BEARING	LENGTH
L28	N 00°13'14" E	222.54'
L29	S 85°12'38" W	15.00'
L30	N 42°15'49" W	386.68'
L31	S 89°51'08" W	173.87'
L32	S 00°12'52" E	15.00'
L33	S 00°12'52" E	642.33'
L34	S 89°43'12" W	5.49'
L35	N 00°36'17" W	642.36'
L36	N 89°51'08" E	9.87'
L37	N 00°12'52" W	15.00'
L38	S 89°45'36" W	15.00'
L39	S 89°45'36" W	633.47'
L40	N 00°51'39" W	9.63'
L41	N 89°43'12" E	412.23'
L42	N 00°36'17" W	244.81'
L43	N 11°48'10" E	51.20'
L44	N 00°36'17" W	286.84'
L45	N 89°43'12" E	5.49'
L46	N 00°12'52" W	642.33'
L47	N 89°51'08" E	100.14'
L48	S 00°36'17" E	1220.79'
L49	S 00°12'52" E	13.67'
L50	N 89°33'52" E	15.00'
L51	N 00°12'52" W	18.88'
L52	N 00°12'52" W	10.00'
L53	N 89°16'40" E	84.95'
L54	S 89°24'16" E	100.09'

LINE DATA TABLE

NO.	BEARING	LENGTH
L55	S 89°51'45" E	99.92'
L56	N 89°37'18" E	199.89'
L57	N 88°52'37" E	99.99'
L58	N 89°23'33" E	61.78'
L59	S 00°14'42" E	10.00'
L60	S 89°23'33" W	61.67'
L61	S 88°52'37" W	100.01'
L62	N 89°51'45" W	100.00'
L63	S 89°06'22" W	100.00'
L64	N 89°51'45" W	100.00'
L65	N 89°24'16" W	100.02'
L66	S 89°16'40" W	84.93'
L67	S 89°45'36" W	51.89'
L68	S 00°36'17" E	15.00'
L69	S 00°36'17" E	280.01'
L70	S 11°48'10" W	60.50'
L71	S 00°36'17" E	810.09'
L72	S 49°04'03" E	9.61'
L73	S 00°09'46" E	6.64'
L74	S 89°43'42" W	212.88'
L75	N 18°18'32" E	1.47'
L76	N 37°03'16" E	8.70'
L77	N 00°36'17" W	1016.78'
L78	N 00°47'38" W	30.68'
L79	N 89°45'36" E	296.26'

SEE SHEET NO. 1-3 FOR DESCRIPTION & SURVEYORS NOTES.
 SEE SHEET NO. 4-8 FOR SKETCH
 SEE SHEET NO. 9-10 FOR LINE & CURVE TABLES.

213 Hobbs Street
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Description Sketch

(Not A Survey)

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	3869.72'	1°02'26"	70.29'	70.29'	N 14°15'21" E
C2	2000.00'	17°05'05"	596.37'	594.16'	N 67°43'07" W
C3	2110.00'	17°05'05"	629.17'	626.84'	S 67°43'07" E
C4	480.00'	59°01'41"	494.51'	472.93'	S 29°39'45" E
C5	370.00'	23°03'43"	148.93'	147.92'	S 11°40'46" E
C6	35.00'	124°00'50"	75.76'	61.81'	S 85°13'02" E
C7	75.00'	14°34'30"	19.08'	19.03'	S 40°03'48" W
C8	135.00'	42°25'43"	99.97'	97.70'	S 68°33'55" W
C9	75.00'	0°45'43"	1.00'	1.00'	N 89°50'22" W
C10	35.00'	94°32'08"	57.75'	51.42'	N 28°47'31" E
C11	491.00'	18°19'39"	157.06'	156.39'	N 09°18'43" W
C12	370.00'	59°01'41"	381.19'	364.55'	N 29°39'45" W
C13	185.00'	42°25'43"	137.00'	133.89'	N 68°33'55" E
C14	125.00'	0°40'45"	1.48'	1.48'	N 47°00'40" E
C15	35.00'	88°56'07"	54.33'	49.04'	S 02°12'14" W
C16	480.00'	41°39'33"	349.00'	341.37'	S 21°26'03" E
C17	370.00'	5°00'36"	32.35'	32.34'	N 02°17'04" W
C18	355.00'	22°58'18"	142.33'	141.38'	N 16°16'31" W
C19	370.00'	21°44'16"	140.38'	139.54'	N 31°23'41" W
C20	480.00'	8°28'25"	70.99'	70.92'	N 38°01'37" W
C21	35.00'	56°25'49"	34.47'	33.09'	N 62°00'19" W
C22	50.00'	90°19'29"	78.82'	70.91'	N 44°33'28" E
C23	50.00'	90°05'41"	78.62'	70.77'	S 45°39'07" E
C24	80.00'	18°17'39"	25.54'	25.44'	S 10°29'33" E
C25	85.00'	47°43'20"	70.80'	68.77'	S 25°12'24" E
C26	65.00'	47°41'45"	54.11'	52.56'	N 13°12'23" E
C27	80.00'	53°41'39"	74.97'	72.26'	N 16°12'20" E
C28	85.00'	43°39'26"	64.77'	63.21'	N 21°13'27" E
C29	35.00'	87°08'20"	53.23'	48.25'	N 44°10'27" W
C30	632.27'	8°30'18"	93.85'	93.77'	S 88°00'15" W
C31	386.68'	7°17'15"	49.18'	49.15'	S 69°18'32" W

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Exhibit “B” – Vacated ROW

Please see attached

VACATED ROW

THAT CERTAIN PLATTED RIGHT-OF-WAY LYING SOUTH OF AN UNNAMED ROADWAY (AS SHOWN ON THE MAP OF FLORIDA DEVELOPMENT COMPANY TRACT, RECORDED IN PLAT BOOK 3 AT PAGES 60 AND 61), NORTH OF PALM STREET EAST, AND EAST OF TRACTS A THROUGH D, INCLUSIVE, AS SHOWN ON THE MAP OF FLORIDA COMPANY TRACT, RECORDED IN PLAT BOOK 3 AT PAGES 60 AND 61, LYING IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST; AND THAT CERTAIN PLATTED RIGHT-OF-WAY LYING SOUTH OF AN UNNAMED ROADWAY (AS SHOWN ON THE MAP OF FLORIDA DEVELOPMENT COMPANY TRACT, RECORDED IN PLAT BOOK 3 AT PAGES 60 AND 61), NORTH OF PALM STREET EAST, AND WEST OF TRACTS 1 AND 16, AS SHOWN ON THE MAP OF FLORIDA DEVELOPMENT COMPANY TRACT, RECORDED IN PLAT BOOK 3 AT PAGES 60 AND 61, LYING IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST.

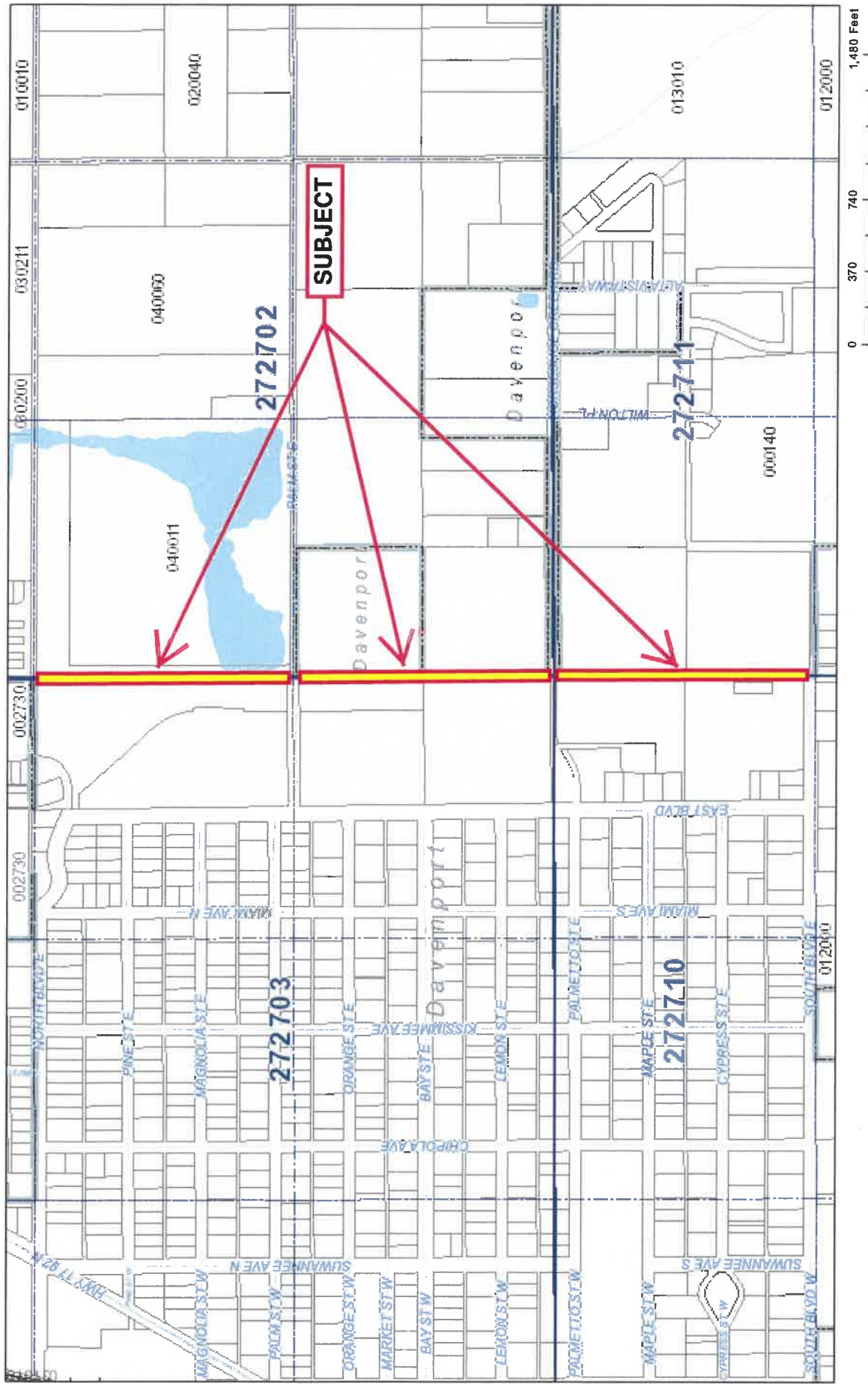
AND

THAT CERTAIN PLATTED RIGHT-OF-WAY LYING SOUTH OF PALM STREET EAST, NORTH OF HORSESHOE CREEK ROAD, AND EAST OF TRACTS E THROUGH H, INCLUSIVE, AS SHOWN ON THE MAP OF FLORIDA DEVELOPMENT COMPANY TRACT, RECORDED IN PLAT BOOK 3 AT PAGES 60 AND 61, LYING IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST; AND THAT CERTAIN PLATTED RIGHT-OF-WAY LYING SOUTH OF PALM STREET EAST, NORTH OF HORSESHOE CREEK ROAD, AND WEST OF TRACTS 17 AND 32, AS SHOWN ON THE MAP OF FLORIDA DEVELOPMENT COMPANY TRACT, RECORDED IN PLAT BOOK 3 AT PAGES 60 AND 61, LYING IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST.

AND

THAT CERTAIN PLATTED RIGHT-OF-WAY LYING SOUTH OF HORSESHOE CREEK ROAD, NORTH OF SOUTH BOULEVARD EAST/POWERLINE ROAD, AND EAST OF TRACTS I, K, L AND M, AS SHOWN ON THE MAP OF FLORIDA DEVELOPMENT COMPANY TRACT, RECORDED IN PLAT BOOK 3 AT PAGES 60 AND 61, LYING IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST; AND THAT CERTAIN PLATTED RIGHT-OF-WAY LYING SOUTH OF HORSESHOE CREEK ROAD, NORTH OF SOUTH BOULEVARD EAST/POWERLINE ROAD, WEST OF TRACTS 1 AND 16, AS SHOWN ON THE MAP OF FLORIDA DEVELOPMENT COMPANY TRACT, RECORDED IN PLAT BOOK 3 AT PAGES 60 AND 61, AND WEST OF TRACT 16, AS SHOWN ON THE REPLAT OF PRINCE ORANGE MANOR, RECORDED IN PLAT BOOK 29, AT PAGE 9, LYING IN THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 27 SOUTH, RANGE 27 EAST.

ALL OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA



SECTIONS 2, 3, 10, & 11, TOWNSHIP 27 SOUTH, RANGE 27 EAST

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".



Marsha M. Faux, CFA, ASA
Property Appraiser
Polk County, Florida
February 6, 2023

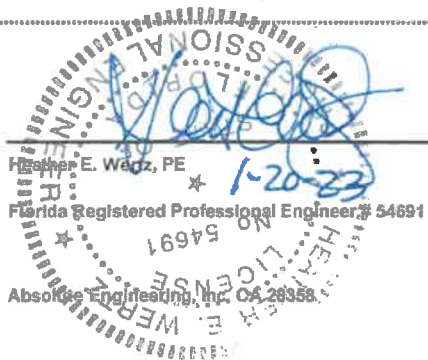


Exhibit "C" – Cost Estimate

Please see attached

**POWERLINE ROAD 1st EXTENSION
ROADWAY CONSTRUCTION COST**
Schedule of Estimated Quantities and Unit Prices
Bid Summary

CLEARING & EARTHWORK.....	\$	958,664.65
PAVING.....	\$	5,079,520.58
STORM DRAINAGE.....	\$	1,259,156.77
HIGHWAY 17-92 INTERSECTION IMPROVEMENTS	\$	1,200,000.00
SIGNALIZATION	\$	500,000.00
ENGINEERING, PERMITTING, & CONSTRUCTION ADMINISTRATION.....	\$	400,000.00
SURVEY.....	\$	17,500.00
GEOPOINT.....	\$	15,000.00
CONSTRUCTION MANAGEMENT.....	\$	175,000.00
 SUBTOTAL:	 \$	 9,604,842.00
12.5% CONTINGENCY.....	\$	1,200,605.25
TOTAL.....	\$	10,805,447.25


 Heather E. Ward, PE
 Florida Registered Professional Engineer # 54691
 Absolute Engineering, Inc. CA 28358

POWERLINE ROAD 1ST EXTENSION ROADWAY INFRASTRUCTURE

CLEARING & EARTHWORK

Item No.	Description	Unit	Estimated Engineer's Quantity	Unit Price	Total Amount
	Compliance with requirements of FDEP Generic NPDES Permit	LS	1	\$ 22,500.00	\$ 22,500.00
	Clearing and Grubbing	LS	1	\$ 112,500.00	\$ 112,500.00
	Construction Entrance	EA	2	\$ 11,250.00	\$ 22,500.00
	Mobalization	LS	1	\$ 93,801.95	\$ 93,801.95
	Maintenance of Traffic	LS	1	\$ 52,500.00	\$ 52,500.00
	Solid Sod (Side slopes steeper than 5:1) Please supply unit cost for change order purposes.	SY	49860	\$ 5.25	\$ 261,765.00
	Grass and Mulch (Side slopes flatter than 5:1) Please supply unit cost for change order purposes.	SY	28728	\$ 0.86	\$ 24,706.08
	Stock Pile Excess	SY	30700	\$ 3.00	\$ 92,100.00
	On-site Fill (In Place-Compacted) (if required)	CY	6800	\$ 4.50	\$ 30,600.00
	Detention Pond " 20 " (complete)	LS	1	\$ 118,428.80	\$ 118,428.80
	Detention Pond " 40 " (complete)	LS	1	\$ 6,389.00	\$ 6,389.00
	Detention Pond " 50 " (complete)	LS	1	\$ 8,984.00	\$ 8,984.00
	Detention Pond " 50A " (complete)	LS	1	\$ 4,356.00	\$ 4,356.00
	Swale/Ditch Construction (complete)	LF	3194	\$ 9.62	\$ 30,726.28
	Staked Erosion Control	LF	19154	\$ 4.01	\$ 76,807.54
TOTAL				\$	958,664.65

**POWERLINE ROAD 1ST EXTENSION
ROADWAY INFRASTRUCTURE**

PAVING

Item No.	Description	Unit	Estimated Engineer's Quantity	Unit Price	Total Amount
	Saw-Cut and Match Existing Pavement	LF	525	\$ 6.42	\$ 3,370.50
	2" Asphaltic Surface Course (Type S- 9.5)	SY	46553	\$ 21.60	\$ 1,005,544.80
	8 " Crushed Concrete Base Course*	SY	46553	\$ 29.33	\$ 1,365,399.49
	12" Stabilized Subgrade	SY	46553	\$ 9.57	\$ 445,512.21
	4 ' Concrete Sidewalk (4" Thick)	LF	2552	\$ 35.05	\$ 89,447.60
	6 ' Concrete Sidewalk (4" Thick)	LF	10993	\$ 42.06	\$ 462,365.58
	ADA Sidewalk Ramp per FDOT Index 304 (Complete	EA	8	\$ 1,833.27	\$ 14,666.16
	Concrete Curb and Gutter (Type F) **	LF	44266	\$ 30.72	\$ 1,359,851.52
	Concrete Transition Curb**	LF	76	\$ 65.72	\$ 4,994.72
	Signage & Stripping	LS	1	\$ 156,843.00	\$ 156,843.00
	Handrail / Guiderail	LF	1109	\$ 132.00	\$ 146,388.00
	Retaining Wall	LF	114	\$ 220.50	\$ 25,137.00
				TOTAL	\$ 5,079,520.58

**POWERLINE ROAD 1ST EXTENSION
ROADWAY INFRASTRUCTURE**

STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Estimated Engineer's Quantity	Unit Price	Total Amount
18" RCP		LF	2692	\$ 87.17	\$ 234,661.64
24" RCP		LF	2683	\$ 115.61	\$ 310,181.63
30" RCP		LF	660	\$ 156.84	\$ 103,514.40
36" RCP		LF	48	\$ 200.34	\$ 9,616.32
48" RCP		LF	220	\$ 317.67	\$ 69,887.40
P1 Curb Inlet (4' Diameter)		EA	10	\$ 9,394.95	\$ 93,949.50
P2 Curb Inlet (4' Diameter)		EA	3	\$ 9,923.63	\$ 29,770.89
P3 Curb Inlet (4' Diameter)		EA	19	\$ 7,977.99	\$ 151,581.81
P4 Curb Inlet (4' Diameter)		EA	5	\$ 7,587.78	\$ 37,938.90
P5 Curb Inlet (4' Diameter)		EA	3	\$ 9,353.52	\$ 28,060.56
J2 Curb Inlet (5' Diameter)		EA	1	\$ 15,429.80	\$ 15,429.80
Type B Ditch Bottom Grate Top Inlet		EA	1	\$ 6,521.18	\$ 6,521.18
Type D Ditch Bottom Grate Top Inlet		EA	1	\$ 6,521.18	\$ 6,521.18
Type P Manhole		EA	6	\$ 7,198.37	\$ 43,190.22
Control Structure "20P" Complete		LS	1	\$ 7,500.00	\$ 7,500.00
Mitered End Section 18" RCP		EA	2	\$ 2,135.97	\$ 4,271.94
Mitered End Section 24" RCP		EA	2	\$ 2,980.73	\$ 5,961.46
Mitered End Section 30" RCP		EA	2	\$ 4,687.64	\$ 9,375.28
Mitered End Section 36" RCP		EA	1	\$ 5,836.88	\$ 5,836.88
Remove Existing P3 Curb Inlet		EA	1	\$ 4,500.00	\$ 4,500.00
Connect 18" RCP to Existing		EA	1	\$ 4,500.00	\$ 4,500.00
P3 Curb Inlet Temp Top		EA	2	\$ 7,977.99	\$ 15,955.98
J2 Curb Inlet (5' Diameter)		EA	1	\$ 15,429.80	\$ 15,429.80
End Wall DBL 48"		EA	2	\$ 22,500.00	\$ 45,000.00
Outfall Sump		EA	3	\$ 706.34	\$ 2,119.02
TOTAL				\$	1,259,156.77

Exhibit “D” - Transportation Improvements Depiction

Please see attached

