

**INFRASTRUCTURE AGREEMENT  
FOR  
BARGAIN BARN ROAD**

THIS INFRASTRUCTURE AGREEMENT ("**Agreement**") is made and entered into by and between POWER BARGAIN 17, LLC, a Florida limited liability company ("**Developer**") and POLK County, FLORIDA, a political subdivision of the State of Florida (the "**County**"). Developer and County, as and when each executes this AGREEMENT, are sometimes referred to collectively as the "**Parties**" and individually as a "**Party**."

**WITNESSETH:**

**WHEREAS**, the Developer is the contract purchaser and intends to be the master developer of certain real property located at the intersection of U.S. Highway 17-92 N and Bargain Barn Road in unincorporated Polk County, Florida identified as Parcel Number 27-27-03-717000-000032, and as legally described and generally depicted on **Exhibit A** hereto (the "**Property**"), which includes the Abandonment Parcel but excludes the Swap Parcel; and

**WHEREAS**, the Developer has processed, and the County and/or City of Davenport will review applications for certain approvals regarding the above-described Property to be developed as 7-Eleven Motor Fuels Facility and Convenience Store ("**Project**"); and

**WHEREAS**, the Developer is willing to construct certain offsite transportation, drainage and stormwater improvements concerning Bargain Barn Road, as generally depicted in the preliminary site plan attached hereto as **Exhibit B**, and as hereinafter described (the "**Transportation Improvements**"); and

**WHEREAS**, the Developer has requested, and the County has agreed, to reimburse the Developer for its actual costs incurred for the Transportation Improvements up to \$3,756,473.49 (the "**Reimbursement Amount**"), which amount the County has previously approved and reflects the estimated cost of the Transportation Improvements based on the Opinion of Probable Costs attached hereto as **Exhibit C**; and

**WHEREAS**, in connection with constructing the Transportation Improvements, (i) a portion of Bargain Barn Road containing  $\pm$  0.39 acres legally described and depicted on **Exhibit D-1** (the "**Abandonment Parcel**") must be abandoned, vacated and conveyed by the City of Davenport (the "**City**") to Developer to be incorporated into the Property, (ii) County must acquire good, marketable and fee simple title to certain parcels of real property containing  $\pm$  0.54 acres,  $\pm$  0.10 acres, each as legally described and depicted on **Exhibit D-2** (collectively, the "**Additional ROW Parcel**"), (iii) a portion of the Property containing  $\pm$  0.51 acres legally described and depicted on **Exhibit D-3** (the "**Swap Parcel**") must be conveyed to the County by Developer following completion of the Transportation Improvements, and (iv) a portion of Bargain Barn Road legally described and depicted on **Exhibit D-4** (the "**Lift Station Parcel**") must be abandoned, vacated and conveyed by the City of Davenport (the "**City**") to the County to be incorporated into the Transportation Improvements; and

**WHEREAS**, the Parties desire to set forth in writing the terms and conditions of their understanding and agreement related to the Developer construction of the Transportation Improvements described herein; 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 Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are acknowledged by the Parties as accurate representations of background facts and are incorporated herein for purposes of interpreting the intent of this Agreement.

2. **Effective Date.** The Effective Date of this Agreement shall be the date on which the County executes this Agreement.

3. **Transportation Improvements.** The County and the Developer agree to the following terms and conditions:

3.1 The Developer shall demolish and realign Bargain Barn Road, and install all associated curbing, turn lanes, directional markings, signage, paving, lighting, drainage lines, conduits and facilities, stormwater ponds, and related improvements in accordance with the Plans and Specifications (as defined below).

3.2 The Developer shall initially bear full responsibility for payment of all costs related to the construction of the Transportation Improvements in accordance with the Plans and Specifications. Subject to the terms of Section 6 below, County shall reimburse, in cash, Developer for all such costs, including, without limitation, all (i) debt service, financing and interest carry expenses on any associated loan to Developer to assist in financing the construction costs (collectively, “**Developer’s Financing Costs**”), (ii) maintenance, surety and other related carrying costs associated with undertaking the work (the “**Carry Costs**”), (iii) all due diligence, design, permitting, legal, engineering and other soft costs of any kind associated with the Transportation Improvements (collectively, “**Soft Costs**”), and (iv) a construction management fee in an amount equal to 15% of the total costs (the “**Construction Management Fee**”).

3.3 All construction activities and completed Transportation Improvements must be inspected by the County prior to acceptance and ownership in accordance with Section 7.2 below.

4. **Plans, Specifications, and Permits**

4.1 County acknowledges receipt and preliminary approval of the full civil drawings and construction plans for the Transportation Improvements prepared by Kimley Horn, the cover sheet of which is attached hereto as **Exhibit E** (the “**Plans and Specifications**”). The Plans and Specifications are a material part of this Agreement and have been used by Developer to establish the Reimbursement Amount. Once fully approved by the County and Developer through the permitting processes, the Plans and Specifications shall be used by Developer to obtain bids for construction of the Transportation Improvements as more particularly provided in Section 5.1 below.

4.2 The Plans and Specifications for the Transportation Improvements may be further 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 and change orders shall be submitted by Developer to the County for review. The County shall review and respond to such submissions within a reasonable time, not to exceed ten (10) business days (subject to an Event of Force Majeure). To be effective and binding against the County, all modifications and change orders must be in writing and executed by both the County and the Developer. Any modifications or change orders that increase, in the aggregate, the Reimbursement Amount by ten percent (10%) or less shall require written approval by the County’s Roads and Drainage Division Director, which

approval shall not be unreasonably withheld, conditioned, or delayed. Any modifications or change orders that increase, in the aggregate, the Reimbursement Amount by more than ten percent (10%) shall require a fully executed amendment to this Agreement. All approved modifications and change orders shall correspondingly amend the Reimbursement Amount, as applicable.

4.3 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 Transportation Improvements.

4.4 It will be the responsibility of Developer, as part of the Reimbursement Amount, to obtain any and all environmental survey, environmental permits, and environmental mitigation for the Transportation Improvements, if necessary.

## 5. Construction of Transportation Improvements.

5.1 Developer agrees to use a competitive bidding process in retaining a contractor to construct the Transportation Improvements. The County will have the right, acting reasonably and in good faith, to review the competitive bidding process utilized by Developer and shall additionally have the right to review all bids received (acting reasonably and in good faith). Notwithstanding the foregoing, in no event may the County require more than three separate bids from qualified contractors or object to the proposed number of construction days to complete the Transportation Improvements if such number is not greater than 225 days after the later of the following: (i) Developer's pre-construction conference with the County regarding the Transportation Improvements, (ii) Developer's permit kick-off meeting with FDOT regarding the Transportation Improvements, (iii) receipt of all permits for the Transportation Improvements, or (iv) receipt of the written Notice to Proceed, unless a later date is mutually agreed to by the Parties, which agreement shall not be unreasonably withheld. If the lowest bid received by Developer exceeds the Reimbursement Amount by more than 10% in the aggregate, the County may, by written notice to Developer given within ten (10) business days following receipt of written notice from Developer that the bidding process is complete, require Developer to reject all bids and re-bid all or a portion thereof as applicable. If the County fails to timely deliver such written notice, the County will be deemed to have approved the bidding process and all bids received. If Developer refuses to reject the bids and re-bid following receipt of County's notice, the County shall have the option, as its sole and exclusive remedy, to terminate this Agreement (including terminating any obligation of the County to reimburse Developer) by written notice to Developer delivered within ten (10) business days following receipt of notice from Developer that Developer refuses to reject the bids and re-bid. After receipt of responsive bids, Developer shall select the lowest priced responsive and qualified, 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 ("**Contractor**"). Upon execution of the final Construction Contract, Developer will provide a copy of the Construction Contract to the County's Roads and Drainage Division. If the County elects to terminate this Agreement pursuant to this Section 5.1, such termination shall be without penalty to Developer, and County shall, within thirty (30) days of such termination, reimburse Developer for all of its reasonable, out-of-pocket costs and expenses associated with this Agreement and the Transportation Improvements actually incurred through the date of termination, consistent with the costs eligible for reimbursement as described in Sections 3.2 and 11 hereof.

5.2 The County further acknowledges that the Construction Contract will include additional work relating to the Property and other offsite work beyond the scope of the Transportation Improvements, and Developer will use commercially reasonable efforts to separately allocate the cost of the Transportation Improvements from the overall contract sum due Contractor pursuant to the Construction Contract.

5.3 The Developer shall not begin construction on the Transportation Improvements until a written Notice to Proceed has been provided to Developer by the Polk County Roads and Drainage Division, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, the County shall not issue the Notice to Proceed prior to the date that (i) Developer has acquired good, marketable, and indefeasible fee simple title to the Abandonment Parcel from the City, and (ii) the County has acquired good, marketable, and indefeasible fee simple title to the Lift Station Parcel from the City. The parties acknowledge that the County has, prior to the Effective Date, acquired the Additional ROW Parcel. If either Party fails to acquire their respective parcel as aforesaid within ninety (90) days following the Effective Date of this Agreement, the Parties shall meet within ten (10) business days to determine a mutually acceptable resolution, which may include an extension of time or alternative access arrangements.

5.4 Prior to the commencement of construction and after the written Notice to Proceed has been provided to the Developer, the Developer shall schedule, notice, and attend a pre-construction conference with the Developer's engineer, Developer's Contractor, Polk County Land Development Division, Polk County Roads and Drainage Division, and all involved utility companies. The Developer agrees to provide notice of the meeting at least seven (7) days in advance of such meeting to allow the relevant parties and entities to attend.

5.5 The County shall have the right to periodically inspect and monitor the work site during construction of the Transportation Improvements. The County agrees that any such entry onto the site by its employees, agents, or consultants shall be at the County's sole cost, risk, and liability. The County shall provide Developer with at least twenty-four (24) hours' prior written notice of any such inspection, except in the event of an emergency posing an imminent threat to public health or safety. As a condition of entry, all County personnel shall comply with all posted safety rules and the safety protocols of the Developer and its Contractor. Developer shall not be liable for any injury, loss, or damage to any County personnel or their property occurring during such inspections, except to the extent such injury, loss, or damage is caused by the negligence or willful misconduct of the Developer. If, during construction, the County reasonably determines that the work, materials, or equipment are defective, the County shall provide the Developer with written notice of the defect. The Developer shall use commercially reasonable efforts to cause the Contractor to correct the defective condition within thirty (30) days of receipt of such notice, or within such longer period as may be reasonably necessary, provided that the Contractor commences correction within the initial 30-day period and diligently prosecutes the correction to completion. If the Contractor fails to timely correct the deficiency, the County may, upon at least five (5) business days' advance written notice to the Developer, and after providing the Developer a reasonable opportunity to contest the County's determination, take reasonable corrective action, including engaging a third-party contractor. Any costs incurred by the County in connection with such corrective must be reasonable and documented out-of-pocket costs actually incurred by the County. Before any deduction from the Reimbursement Amount for such costs, the County shall provide the Developer with an itemized statement and all supporting documentation for review and written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Upon Developer's written approval of such costs, the County shall have the right to deduct such approved costs from the Reimbursement Amount. If the County takes such corrective action, the County and Developer shall promptly amend this Agreement to realign the remaining portions of the Transportation Improvements and the work required by Developer to reflect the County's corrective action and to avoid any duplication of effort or cost.

## **6. Reimbursement; Maintenance during Construction.**

6.1 The schedule of qualifying improvements eligible for reimbursement by the County is set forth and described in the Opinion of Probable Costs set forth on **Exhibit C**. The Parties acknowledge and agree that the Reimbursement Amount of \$3,756,473.49 includes the estimated cost of

the Transportation Improvements and a 10% contingency. Subject to the terms of Section 6.2 below, the County agrees to reimburse the Developer the Reimbursement Amount in cash, with any increases expressly provided for in this Agreement.

6.2 Developer shall submit invoices to the County, not more frequently than once every 30 days, in accordance with the County's Reimbursement Requirements attached hereto as **Exhibit F**. The County shall process all valid and complete invoices and render payment in accordance with Exhibit F (County Reimbursement Requirements), and in all events by no later than the applicable due date under Part VII, Ch. 218, Florida Statutes. To the extent **Exhibit F** prescribes shorter approval or payment timeframes, **Exhibit F** shall control.

6.3 For purposes of this Agreement, "maintenance" includes, but is not limited to, mowing, edging, trimming, and irrigating. After the Notice to Proceed is issued to the Developer and until the earlier of (i) formal written acceptance of the Transportation Improvements by the County or (ii) issuance of a certificate of completion by the County, the Developer or the Developer's Contractor shall be responsible for maintenance of Bargain Barn Road and maintenance of traffic, but only within the construction limits of the Transportation Improvements. The Developer or the Developer's Contractor shall also be responsible for maintaining the job site in a reasonably safe condition for access by vehicles, pedestrians, and bicycle traffic during construction. The County shall not unreasonably delay or withhold acceptance of the Transportation Improvements once completed in accordance with the Plans and Specifications.

## **7. Completion; Acceptance and Ownership.**

7.1 Subject to delays resulting from an Event of Force Majeure, the Transportation Improvements shall be completed within 225 days after the later of the following: (i) Developer's pre-construction conference with the County regarding the Transportation Improvements, (ii) Developer's permit kick-off meeting with FDOT regarding the Transportation Improvements, (iii) receipt of all permits for the Transportation Improvements, or (iv) receipt of the written Notice to Proceed, unless a later date is mutually agreed to by the Parties, which agreement shall not be unreasonably withheld. The Developer shall provide the County a monthly construction management status report during the term of this Agreement. Upon completion of the Transportation Improvements, the Developer shall notify the County, in writing, of the completed construction.

7.2 Upon receipt of the Developer's completion notification described in Section 7.1, above, the County shall conduct or cause to be conducted, within ten (10) business days, such inspections of the Transportation Improvements as it may reasonably desire in good faith to determine whether the construction of the Transportation Improvements complies with applicable laws and conforms to the Plans and Specifications ("**Inspection**"), such determination to be made in County's good faith and reasonable discretion and not to be unreasonably withheld, conditioned or delayed. Upon completion of the Inspection, the County shall issue a letter to the Developer indicating whether the Transportation Improvements comply with the approved Plans and Specifications and whether the County accepts the Transportation Improvements. County's written notification of acceptance of the Transportation Improvements shall start the one-year warranty period set forth in Section 8.

7.3 Simultaneous with Developer's completion notification described in Section 7.1, above, Developer shall submit to the County all construction information necessary to ensure that the Transportation Improvements have been properly constructed in accordance with County standards and that the Contractor and all subcontractors having provided a Notice to Owner with respect to work relating to the Transportation Improvements (the "**Subcontractors**") have been paid in full (collectively referred to herein as the "**Documentation**"). The Documentation shall include the following items: (i) acceptable "as-

built” drawings, (ii) detailed construction costs and invoices, (iii) copies of payments to the Contractor, (iv) releases of lien from the Contractor and Subcontractors, and (v) any required certifications to permitting agencies. Upon receipt of all such Documentation, the County shall have ten (10) business days (the “**Review Period**”) to review and approve the Documentation to ensure that it is complete (such approval not to be unreasonably withheld, conditioned or delayed). During this initial Review Period, the County must identify and request in good faith all reasonably necessary additional information solely for the purpose of verifying that the Transportation Improvements have been properly constructed in accordance with County standards and that the Contractor and all Subcontractors have been paid in full. If the County notifies Developer within the Review Period that the Documentation is incomplete, the Developer shall provide the additional Documentation reasonably requested by the County, and the same process shall be followed. No later than the due date required by §218.735, Florida Statutes (i.e., 20 or 25 business days, as applicable, after the Developer’s proper final invoice is stamped as received pursuant to §218.74(1)), the County shall reimburse the Developer for the final cost of the Transportation Improvements not previously reimbursed, including all retainage. Retainage shall be withheld, reduced, and released in compliance with §255.078, Florida Statutes (not to exceed 5% per progress payment). For each progress or final pay application, the County shall mark the application ‘received’ on the date delivered to the County or its identified agent, as required by §218.74(1), and the applicable statutory due-date in §218.735 shall run from that stamped-received date.

7.4 Upon the County's acceptance and approval of the completed Transportation Improvements and Developer’s receipt of the Reimbursement Amount in full, the Developer will convey to the County by Special Warranty Deed, the Swap Parcel. County shall be solely responsible for all conveyance, title insurance, recording fees, transfer taxes, and other costs and expenses associated with the conveyance.

7.5 Either Party may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An “**Event of Force Majeure**” is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, delays caused by the other Party, fire, flood, earthquakes, storms, lightning, pandemic, epidemic, war, riot, civil disturbance, sabotage, material and/or labor shortages, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. The non-performing party’s obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

7.6 It is hereby agreed by the parties that this Agreement creates a permissive use only and all Transportation Improvements resulting from this Agreement shall become the property of County (other than the Abandonment Parcel). Neither granting permission to use County right-of-way nor the placing of facilities upon County property shall operate to create or vest any property right to or in the Developer. The Developer shall not acquire any right, title, interest or estate in County right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, without limitation, the Developer’s use, occupancy or possession of County right of way.

7.7 After the County accepts the Transportation Improvements as provided in this Section 7, it shall thereafter be responsible for the operation and maintenance of the Transportation Improvements so conveyed to the County, as well as any associated stormwater ponds and related drainage facilities. Promptly after receipt of the Developer's completion notification described in Section 7.1, each Party shall execute, grant, and deliver to the other a perpetual, non-exclusive, appurtenant cross-easement over, across, under and upon the portion of the stormwater management pond and related drainage facilities (collectively, the "**Pond Facilities**") located on such granting Party's property as generally shown on **Exhibit G** hereto (each, a "**Stormwater Cross-Easement Area**"), as the Pond Facilities will remain divided between the Parties' respective properties following the transfers contemplated herein. Each cross-easement shall include the reciprocal rights to (i) accept and discharge stormwater flows to, from and through the Pond Facilities; (ii) construct, maintain, repair, replace and use pond embankments, inlets, pipes, outfalls, control structures and appurtenances located within the other Party's Stormwater Cross-Easement Area; and (iii) reasonable access over the granting Party's property for the foregoing, including temporary construction laydown within the Stormwater Cross-Easement Area. Each Party shall be solely responsible, at its own cost, for operation, routine and capital maintenance, and repair of the Pond Facilities located on its own property, in a manner that maintains functional capacity and compliance with all applicable permits and approvals, and does not unreasonably interfere with the other Party's use of the Pond Facilities. The Parties shall coordinate operation and maintenance so that the Pond Facilities function as an integrated system. Neither Party shall modify its portion of the Pond Facilities in a manner that reduces overall permitted capacity or impairs permit compliance without the other Party's prior written consent (not to be unreasonably withheld, conditioned or delayed). A Party that damages the other Party's Pond Facilities (or causes damage through its invitees/contractors) shall promptly repair at its cost (or reimburse the reasonable, documented costs of repair). If a Party fails to perform material operation or maintenance obligations on its portion of the Pond Facilities and such failure materially impairs the overall function or violates applicable permits after 10 business days' notice (or 2 business days in an emergency), the non-defaulting Party may enter, cure and recover its reasonable, documented out-of-pocket costs from the defaulting Party. The cross-easements shall be perpetual, run with the land, bind and benefit successors and assigns, be recorded in the Public Records of Polk County, be in form and substance reasonably acceptable to the Parties, and be subordinated to any existing or future mortgage(s) through commercially reasonable subordination, non-disturbance and attornment instruments. The final legal descriptions and sketches of the Stormwater Cross-Easement Area shall be attached to the cross-easements as exhibits after field verification/as-built.

7.8 The County acknowledges that the Property may be subject to a mortgage and security agreement from Developer to its lender ("**Lender**"), to be recorded in the Public Records of Polk County, Florida, evidencing a loan from Lender to Developer (the "**Loan**"), and further acknowledges that Lender may make an additional loan to Developer to facilitate Developer's construction of the Transportation Improvements (the "**Additional Loan**") and may require that Developer execute and deliver to Lender a collateral assignment of this Agreement to Lender as security for the Additional Loan. County hereby consents to the foregoing collateral assignment and agrees to reasonably cooperate, at no expense to County, with Developer and Lender in facilitating the Loan and/or Additional Loan. Without limiting the foregoing, County agrees that it shall, from time to time, upon the reasonable request of Developer take actions as may be reasonably necessary or desirable to carry out the intent and purpose of this Section 7.8 and to effectuate the transactions contemplated herein. The terms of this Section 7.8 will govern, supersede and control over any conflicting terms and conditions contained in this Agreement.

8. **Warranty Period.** The Developer shall cause the Contractor to warrant the Transportation Improvements from any and all defects for a period of one (1) year from the date of the County's written acceptance described in Section 7 above. If the warranty period has not been completed prior to the

expiration of this Agreement, then this Section 8 shall survive the termination of this Agreement until the end of the warranty period.

9. **Notices.** Any notices required or permitted under this Agreement shall be in writing and shall be deemed duly given: (i) on the date of delivery if delivered personally; (ii) on the date of transmission if sent by email with confirmation of receipt; (iii) three (3) days after being deposited in the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested; or (iv) one (1) business day after being deposited with a nationally recognized overnight delivery service, with tracking and delivery confirmation. Notices shall be addressed as follows:

|            |                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| County:    | County Manager<br>Polk County Board of County Commissioners<br>330 West Church Street<br>Bartow, Florida 33830                                                                                                                                                                                                                                                                                   |
| Copy to:   | County Attorney<br>Polk County Board of County Commissioners<br>330 West Church Street<br>Bartow, Florida 33830<br><br>Polk County Office of Planning and Development<br>ATT: Concurrence & Entitlements Manager<br>330 West Church Street<br>Bartow, FL 33830<br><br>Polk County Roads & Drainage Division<br>Attn.: Roads & Drainage Director<br>3000 Sheffield Road<br>Winter Haven, FL 33880 |
| Developer: | Power Bargain 17, LLC<br>c/o: Blackfin Partners<br>4440 PGA Blvd., Ste 600<br>Palm Beach Gardens, Florida 33410                                                                                                                                                                                                                                                                                  |

Either Party may change its address for notice purposes by providing written notice of such change to the other Party in accordance with this Section.

10. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and their permitted successors/assignees, and there are no third-party beneficiaries.

11. **Expiration** With the exception of warranty requirements, this Agreement shall terminate upon satisfaction by the Parties hereto of their respective obligations contained herein. If Developer fails to begin construction of the Transportation Improvements on or before one (1) year from the Effective Date, the County may terminate this Agreement upon thirty (30) days' prior written notice, provided that the Developer shall have the opportunity to cure such failure within such notice period if the delay was due to an Event of Force Majeure. In connection with any termination of this Agreement by County due to delay of Developer's performance hereunder which was caused by an act or omission of County, County shall pay and reimburse Developer for all costs and expenses of any kind incurred by Developer and arising out of, or associated with, this Agreement and the Transportation Improvements through the date of such

termination, including, without limitation, all (i) Change Orders; (ii) Developer's Financing Costs, (iii) all Carry Costs, (iv) all Soft costs, and (v) the Construction Management Fee..

12. **Default and Remedy** If either Party materially defaults in its obligations under this Agreement and fails to cure the same within thirty (30) days after the date the Party receives written notice of the default from the other non-defaulting Party (the "**Cure Period**"), then the non-defaulting Party shall have the right to (i) immediately terminate this Agreement by delivering written notice to the materially defaulting Party, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. Notwithstanding the foregoing, if the nature of the default is such that it cannot reasonably be cured within the Cure Period, the defaulting Party shall not be deemed in default if it commences to cure within the Cure Period and thereafter diligently and continuously prosecutes such cure to completion.

13. **Termination Following an Event of Default**. During the continuance of an Event of Default, either party may exercise all rights and remedies available hereunder, at law and/or in equity. Without limiting the foregoing, if Developer is the defaulting Party, then County may elect to terminate this Agreement by delivering written notice to the Developer while the Event of Default remains uncured. Upon receipt of such notice, Developer shall:

13.1 Immediately discontinue construction of all affected Transportation Improvements unless the notice directs otherwise; and

13.2 So long as Developer has received all portions of the Reimbursement Amount that have become due and payable hereunder from the County through the date of termination, deliver to County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Developer in performing this Agreement, whether completed or in process.

13.3 Unless in dispute or subject to County's right of set-off or other remedy, Developer shall be paid for all costs associated with the Transportation Improvements actually rendered and/or incurred through the date of termination in accordance with the definition of reimbursable costs in Section 3.2.

13.4 The rights and remedies of County provided for in this Section 13 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement

14. **Indemnification** Developer shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold harmless County and its officers, employees and agents from and against any and all claims, demands, actions, causes of action, suits, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) to the extent caused by the negligence, willful misconduct, or material breach of this Agreement by Developer or its officers, employees, agents, or Contractor. The foregoing indemnification obligation shall not apply to the extent of the negligence, fraud, bad faith or willful misconduct of the County. The County is a political subdivision of the State of Florida that possesses sovereign immunity except for the limited waiver stated in Section 768.28, Florida Statutes. To the limited extent specified in Section 768.28, the County may be responsible for certain damages for injury or loss of property caused by negligent acts or omissions of its employees acting within the scope of the employee's office or employment. However, nothing stated in this Agreement is, or shall be deemed to be: (i) a waiver of the County's sovereign immunity as stated in Section 768.28; (ii) an extension of the limited waiver of its sovereign immunity as stated in Section 768.28; (iii) a waiver of any requirement or condition stated in Section 768.28; or (iv) the County's consent to be sued.

15. **Insurance.**

A. While this Agreement remains in effect, Developer shall maintain, or cause its Contractor 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                |

B. 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. Developer shall cause each Commercial General Liability ("CGL") policy required under this Agreement to name the County as additional insureds solely with respect to ongoing operations performed by or on behalf of Developer in connection with the Transportation Improvements. Such status shall be provided by ISO endorsement CG 20 10 (or its equivalent) and shall expressly exclude any completed-operations coverage (including, without limitation, ISO endorsement CG 20 37 or any successor form). The County acknowledges and agrees that Developer shall have no obligation to procure or maintain additional-insured coverage in favor of the County after acceptance of the Transportation Improvements, and any such coverage carried by Developer shall inure solely to Developer's benefit. The General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of County.

C. The Developer shall provide the County Certificates of Insurance evidencing the required coverage promptly following the execution of this Agreement and in any event prior to commencement of any work on the Transportation Improvements. The County must be identified on the Certificates as follows, "Polk County, a political subdivision of the State of Florida."

16. **Waiver.** A waiver by either Party of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either Party with the knowledge of the other party's existing default or breach of this Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

17. **Release.** For and in consideration of the mutual agreements set forth herein, the 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, do 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 agrees 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 the Developer may be entitled.

18. **Attorney's Fees and Costs.** Except as noted in Section 14 above, each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

19. **Modification.** This Agreement may only be modified by a written amendment properly executed by the Parties. No oral modifications will be effective or binding.

20. **Integration** This Agreement sets forth the entire agreement between the Parties with respect to its subject matter and that there are no promises or understandings other than those stated herein.

21. **Counterparts**. This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

22. **Attachments**. All attachments or exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

23. **Governing Law; Venue**. This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the ordinances, rules and regulations of Polk County including, but not limited to the Polk County Comprehensive Plan, Land Development Code and Utility Code, and any amendments thereto in effect as of the Effective Date of this Agreement. The Parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.

24. **Binding Effect; Assignment**. This Agreement shall be binding upon and inure to the benefit of all successors and/or assigns of the Parties hereto. Developer may, upon not fewer than ten (10) days' prior written notice to County (but without the need for County's consent), assign this Agreement, in whole or in part, to: (a) any affiliate of Developer that is under common control with, controls, or is controlled by Developer; and/or (b) any institutional lender, bond trustee, or other financing party (or their designee), including any successor in interest thereto, as collateral security for, or in connection with, any construction loan, permanent loan, refinancing, or other financing of the Project or the Transportation Improvements. Upon the effectiveness of any such assignment: (i) the assignee shall succeed to the rights and obligations of "Developer" under this Agreement to the extent of the interest assigned, and (ii) Developer shall be released from liability hereunder with respect to obligations first arising after the effective date of the assignment. The County shall, at Developer's or the assignee's request and expense, execute such reasonable consents, estoppels, or acknowledgments as may be required to evidence or effectuate any assignment permitted under this Section.

25. **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. Time is of the essence with respect to the performance of all obligations under this Agreement.

26. **Severability**. 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.

27. **Public Records**. In accordance with Section 119.0701, Florida Statutes, Developer (the "Contractor" for purposes of this Section) agrees to comply with the following public records laws:

27.1 The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not

release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

27.2 Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall keep and maintain public records required by the County to perform the services required under this Agreement;

- i. 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 Chapter 119, Florida Statutes, or as otherwise provided by law;
- ii. 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- iii. upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor related to this Agreement or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor 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.

**27.3 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE 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](mailto:RMLO@POLK-COUNTY.NET)**

**28. Employment Eligibility Verification (E-Verify).**

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the Developer, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Developer or subcontractor. The Developer acknowledges and agrees that (i) County and the Developer may not enter into this Agreement, and the Developer may not enter into any subcontracts

hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and County may treat a failure to comply as a material breach of this Agreement only after providing the Developer with written notice and a reasonable opportunity to cure such noncompliance, not to exceed thirty (30) days.

C. By entering into this Agreement, the Developer becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Developer shall maintain a copy of such affidavit for the duration of this Agreement. In the event of a failure to comply, the County shall provide written notice to the Developer and allow a period of thirty (30) days to cure such noncompliance. If the noncompliance is not cured within such period, the County may terminate this Agreement by written notice to Developer delivered prior to the date the noncompliance is cured. If a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., Developer shall take reasonable steps to terminate the subcontract. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the Developer, the Developer may not be awarded a public contract for a period of 1 year after the date of termination. The Developer shall be liable only for direct and documented additional costs incurred by County as a result of the termination of this Agreement pursuant to this Section 28. Nothing in this Section 28 shall be construed to allow intentional discrimination of any class protected by law.

29. **Development Approvals.** This Agreement shall in no manner constitute a development approval regarding the Property or Project. Developer must comply with all applicable provisions of the Polk County Land Development Code and conditions regarding the development of the Property and Project.

30. **Self-Help Provision.**

A. If Developer diligently proceeds with the Transportation Improvements in accordance with the terms of this Agreement, and the County determines, in its reasonable discretion, that it is necessary or beneficial to expedite the overall construction or completion of the Transportation Improvements, the County shall have the right, but not the obligation, to assume the Developer's responsibilities for all or any portion of the remaining construction of the Transportation Improvements. This right may be exercised by the County only upon delivery of written notice to Developer ("**Written Notice**"), which Written Notice shall specify with particularity the scope of the Transportation Improvements the County intends to assume responsibility for (the "**Assumed Work**"). The County's determination to expedite construction shall be based on objective criteria, such as, but not limited to, projected completion dates, funding availability, or unforeseen impacts to County infrastructure. The County's assumption shall not, by itself, constitute or be deemed an Event of Default by Developer.

B. Upon the County's delivery of the Written Notice, the following shall occur:

- i. Developer shall be released from any further liability or obligation arising after the effective date of the Written Notice with respect to the Assumed Work, except for liabilities or obligations that accrued prior to such date or that arise from

Developer's breach of this Agreement prior to such date. This release shall not extend to any warranty obligations of Developer pursuant to Section 8 of this Agreement.

- ii. The County shall be entitled to ownership of, and Developer shall promptly transfer and assign to the County, all right, title, and interest in and to the following, to the extent they relate to the Assumed Work: (A) the Plans and Specifications; (B) all permits (including environmental permits) granted to Developer; (C) all uninstalled materials and equipment located on the project site or in Developer's or its contractor's possession and designated for incorporation into the Assumed Work, provided that the County shall pay Developer's documented cost for such materials and equipment; and (D) all subcontracts related to the Assumed Work, to the extent such subcontracts are assignable and the subcontractors consent to such assignment. Developer shall use commercially reasonable efforts to obtain such consents.
- iii. Developer shall use its diligent, good faith efforts to ensure the successful and orderly transfer of the items described in Section 30.2ii to the County, including, without limitation, providing the County with all information and documentation reasonably requested by the County.

C. Prior to the County's commencement of the Assumed Work, the County shall reimburse Developer for all costs related to construction of the Assumed Work performed by Developer prior to the effective date of the Written Notice, including, without limitation, the pro-rated development and construction management fees due to Developer as set forth in Section 3 of this Agreement.

D. Following the County's assumption of responsibility for the Assumed Work, the County shall have the right to complete the Assumed Work in accordance with the Plans and Specifications, subject to any modifications or changes thereto approved by the County. The County shall be solely responsible for the quality and timeliness of the Assumed Work.

31. **Approvals**. In those instances in which a Party's approval, consent, or satisfaction is required under this Agreement and no specific time period is provided, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame, not to exceed fifteen (15) business days.

32. **Limitation of Liability** IN NO EVENT, SHALL COUNTY OR DEVELOPER BE LIABLE TO THE OTHER 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 CONTRACT BY SUCH PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

33. **Financial Guaranty**. Within sixty (60) days of the Effective Date, Developer shall post a performance bond to Polk County in the amount of one hundred ten percent (110%) of the cost to construct the Transportation Improvements. The bond's initial expiration date must not be less than one year from the Effective Date of this AGREEMENT and must contain a provision for automatic renewal until the Transportation Improvements have been accepted for ownership and maintenance by Polk County. Polk

County shall release the performance bond upon Developer satisfactorily completing the Transportation Improvements and providing all record drawings to Polk County. In the event Developer fails to complete the Transportation Improvements in accordance with this Agreement beyond the expiration of any applicable Cure Period, Polk County shall have the right but not the obligation to file a claim against the bond. The surety on the bond shall be a surety company authorized to do business in the State of Florida. The bond shall be payable to "Polk County, a political subdivision of the State of Florida" and conditioned for the prompt, faithful, and efficient performance of this Agreement according to plans and specifications and within the time period specified, and for the prompt payment of all persons furnishing labor, material, equipment, and supplies for work provided under this Agreement.

34. **Obligations of the City of Davenport.** The Parties acknowledge that the performance of certain actions by the City is a condition precedent to the performance of the obligations under this Agreement. The City's agreement to be bound by the obligations set forth in this Section shall be evidenced by its execution of a Joinder attached hereto. The City shall be obligated to timely take all necessary and appropriate actions to duly and lawfully abandon, vacate, and convey fee simple title to the Abandonment Parcel to the Developer, and the Lift Station Parcel to the County. The City shall diligently and in good faith cooperate with the Developer and the County to fulfill its obligations herein. Such actions shall include, but are not limited to, holding all required public hearings, passing necessary resolutions or ordinances, and executing and delivering all deeds and other documents required to effectuate the conveyances described in this Section.

**SIGNATURE PAGES TO FOLLOW**

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; the Developer, through its authorized representative.

**Developer**

Power Bargain 17, LLC, a Florida limited liability company

By: Blackfin Acquisitions, LLC, a Florida limited liability company, its Manager

Signed, sealed and delivered  
in the presence of:

By: 

Nathan Landers, its Manager

By: 

Print Name: Steven Lipofsky

Address: 440 PGA Blvd., Ste 600  
Palm Beach Gardens, FL 33410

By: 

Print Name: Chase Lasley

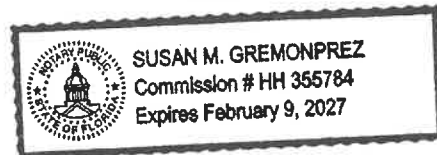
Address: 200 S. Orange Ave.  
Orlando FL 32801

State of Florida  
County of Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of October, 2025 by Nathan Landers, as Manager of Blackfin Acquisitions, LLC, the Manager of Power Bargain 17, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced FL Driver License as identification.

  
Notary Public

My Commission expires: \_\_\_\_\_



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

DULY PASSED AND ADOPTED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

POLK COUNTY, a political subdivision of the state of Florida

(SEAL)

ATTEST:

Stacy M. Butterfield, County Clerk

By: \_\_\_\_\_  
T.R. Wilson, Chairperson  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

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

Approved by County Attorney’s Office  
As To Form and Legal Sufficiency

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

## JOINDER OF THE CITY OF DAVENPORT

The City of Davenport, Florida (the “City”) has reviewed this Infrastructure Agreement dated on or about \_\_\_\_\_, 2025, by and between Polk County and Power Bargain 17, LLC (the “Agreement”).

The City hereby agrees to be bound by and perform all obligations required of the City as set forth specifically in Section 34 of the Agreement.

This Joinder is governed by Florida law.

### CITY OF DAVENPORT

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

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

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

### ATTEST:

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

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

Title: City Clerk

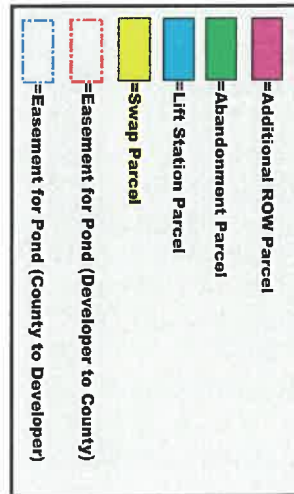
**Exhibit A – Property**

THAT PART OF ACREAGE LOT C AND ACREAGE LOT D, AS SHOWN ON THE REPLAT OF DAVENPORT TERMINALS ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 29, PAGE 4, TOGETHER WITH THAT PART OF BROAD STREET, CLOSED BY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 7964, PAGE 1472, AND THAT PART OF BARGAIN BARN ROAD AS DESCRIBED IN DEED BOOK 812 , PAGE 503, ALL, LYING WEST OF U.S. HIGHWAY 17-92 (STATE ROAD 600, SECTION 1605-PROJ94), ALL OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID BARGAIN BARN ROAD WITH THE WEST RIGHT OF WAY OF SAID U.S. HIGHWAY 92 AND RUN THENCE ALONG SAID WEST RIGHT OF WAY LINE, S13°44'19"W A DISTANCE OF 317.89 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN, N77°21'37"W A DISTANCE OF 136.06 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, A DELTA ANGLE OF 58°51'01", WHOSE CHORD BEARS N47°56'06"W, A CHORD DISTANCE OF 167.04 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 174.61 FEET; THENCE N13°41'20"E A DISTANCE OF 240.99 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID BARGAIN BARN ROAD; RUN THENCE ALONG SAID NORTH RIGHT OF WAY LINE, S76°18'40"E A DISTANCE OF 283.28 FEET TO THE POINT OF BEGINNING

**Exhibit B – Transportation Improvements**

**See Attached**



GRAPHIC SCALE IN FEET  
0 15 30 60

**NOTES:**

1. ALL CLIM DIMENSIONIS ARE TO THE FACE OF CLIM UNLESS OTHERWISE NOTED.
2. ALL CLIM DIMENSIONIS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONIS.
4. REFER TO STAIRCASE PLANS FOR NONUNIFORM STAIR DETAILS.
5. SEE NEP PLANS FOR ELECTRICAL DIMENSIONIS.
6. ALL PROPOSED ON-SITE STRIPING AND PAVEMENT MARKING SHALL MATCH EXISTING STRIPING AND PAVEMENT MARKING.
7. PAVED UNITS CLIM DIMENSIONIS NOTED ARE IN ACCORDANCE WITH TPOC 171-1-01.

[illegible]

Always call 811 two full business days before you dig to  
have underground utilities located and marked.

**Sunshine811.com**

7-11 BARGAIN BARN  
RD  
CITY OF DAVENPORT FLORIDA

## OVERALL SITE PLAN

|                          |                                                                                     |
|--------------------------|-------------------------------------------------------------------------------------|
| KHA PROJECT<br>249188010 |  |
| DATE<br>JULY 25, 2025    |                                                                                     |
| SCALE AS SHOWN           |                                                                                     |
| DESIGNED BY BMG          |                                                                                     |
| DRAWN BY BMG             |                                                                                     |
| CHECKED BY DER           | DATE: 07/25/2025                                                                    |

**Kimley»Horn**

|     |           |      |    |
|-----|-----------|------|----|
|     |           |      |    |
|     |           |      |    |
|     |           |      |    |
|     |           |      |    |
|     |           |      |    |
| No. | REVISIONS | DATE | BY |

**Exhibit C – Opinion of Probable Costs**

**See Attached**

## EXHIBIT C



### Power Bargain 17, LLC (c/o Blackfin Partners, LLC)

4440 PGA Blvd, Suite #600  
Palm Beach Gardens, Florida 33410  
Ph: 561-299-0036

### Opinion of Probable Costs

Project: Bargain Barn Rd Realignment  
Permit No.: TBD

Date: 9/9/2025

**Project Description:** Opinion of Probable Construction Cost for the Project based on preliminary plans as of 5/14/2025 prepared by Kimley-Horn.  
The hard cost unit price values used were obtained between the following sources: Contractor bids on recent projects, FDOT estimates - 6 month historical average (2024/09/01 to 2025/02/28), 12 month historical average (2024/03/01 to 2025/02/28), 12 month Market Area 08 (2024/03/01 to 2025/02/28).

| HARD COSTS          |                                           |          |      |              |                     |
|---------------------|-------------------------------------------|----------|------|--------------|---------------------|
| MISCELLANEOUS ITEMS |                                           |          |      |              |                     |
| Item No.            | Item-Description                          | Quantity | Unit | Unit Price   | TOTALS              |
| 1                   | 101-1 - MOBILIZATION (10%)                | 1.0      | LS   | \$134,544.69 | \$134,544.69        |
| 2                   | 102-1 - MAINTENANCE OF TRAFFIC (MOT) (5%) | 1.0      | LS   | \$73,999.58  | \$73,999.58         |
| 3                   | 104-11 - FLOATING TURBIDITY BARRIER       | 635.0    | LF   | \$17.18      | \$10,909.30         |
| 4                   | 110-1-1 - CLEARING & GRUBBING             | 2.12     | AC   | \$54,675.19  | \$115,911.40        |
| 5                   | 120-1 REGULAR EXCAVATION                  | 4,317.0  | CY   | \$13.08      | \$56,466.36         |
| 6                   | EXCAVATION / PREPARATION / DEMOLITION     | 1.0      | LS   | \$60,000.00  | \$60,000.00         |
| 7                   | 120-6 - EMBANKMENT                        | 6,758.0  | CY   | \$20.86      | \$140,971.88        |
| 8                   | 104-10-3 - SEDIMENT BARRIER               | 950.0    | LF   | \$2.46       | \$2,337.00          |
| <b>Sub-Total</b>    |                                           |          |      |              | <b>\$595,140.21</b> |

| ROADWORK & DRAINAGE ITEMS |                                                            |          |      |             |                       |
|---------------------------|------------------------------------------------------------|----------|------|-------------|-----------------------|
| Item No.                  | Item-Description                                           | Quantity | Unit | Unit Price  | TOTALS                |
| 1                         | 0285711 - OPTIONAL BASE, BASE GROUP 11                     | 1,115.0  | SY   | \$31.96     | \$35,635.40           |
| 2                         | 2" TYPE SP-12.5 ASPHALTIC CONCRETE                         | 401.7    | TN   | \$149.33    | \$59,978.39           |
| 3                         | SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22           | 296.2    | TN   | \$180.44    | \$53,446.33           |
| 4                         | 0520 1 7 - CONCRETE CURB, TYPE E                           | 459.0    | LF   | \$49.73     | \$22,825.13           |
| 5                         | 520-1-10 - CONCRETE CURB & GUTTER, TYPE F                  | 1,341.0  | LF   | \$52.43     | \$70,308.63           |
| 6                         | PERFORMANCE TURF, SOD                                      | 593.0    | SY   | \$4.43      | \$2,626.99            |
| 7                         | 0425 1351 - INLETS, CURB, TYPE P-5, <10'                   | 10.0     | EA   | \$14,370.18 | \$143,701.80          |
| 8                         | 0425 1362 - INLETS, CURB, TYPE P-6, >10'                   | 2.0      | EA   | \$14,500.00 | \$29,000.00           |
| 9                         | 425-2-41 - STORM MANHOLE, P-7                              | 2.0      | EA   | \$9,509.04  | \$19,018.08           |
| 10                        | 0425 2 72 - MANHOLES, J-7, <10'                            | 1.0      | EA   | \$21,451.29 | \$21,451.29           |
| 11                        | 430982133 MITERED END SECTION, OPTIONAL ROUND, 30" CD      | 1.0      | EA   | \$6,859.54  | \$6,859.54            |
| 11                        | 0430174118 - PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD | 170.0    | LF   | \$232.69    | \$39,557.30           |
| 12                        | 0430174124 - PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"SD | 1,235.0  | LF   | \$287.97    | \$355,642.95          |
| 13                        | 0430174130 - PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"SD | 50.0     | LF   | \$433.28    | \$21,664.00           |
| 14                        | 6" PVC PIPE                                                | 771.0    | LF   | \$17.84     | \$13,754.64           |
| 15                        | 12" PVC FORCEMAIN                                          | 708.0    | LF   | \$115.00    | \$81,420.00           |
| 15                        | 0522 2 - CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK         | 352.0    | SY   | \$129.00    | \$45,408.00           |
| 16                        | 0536 1 1 - GUARDRAIL -ROADWAY, GENERAL TL-3                | 76.0     | LF   | \$23.46     | \$1,782.96            |
| 17                        | 0536 85 26 - GUARDRAIL END TREATMENT- TYPE CRT             | 2.0      | EA   | \$3,749.31  | \$7,498.62            |
| <b>Sub-Total</b>          |                                                            |          |      |             | <b>\$1,031,580.05</b> |

## EXHIBIT C



**BLACKFIN**

### Opinion of Probable Costs

#### Power Bargain 17, LLC (c/o Blackfin Partners, LLC)

4440 PGA Blvd, Suite #600  
Palm Beach Gardens, Florida 33410  
Ph: 561-299-0036

Project: Bargain Barn Rd Realignment  
Permit No.: TBD

Date: 9/9/2025

| SIGNING & MARKING ITEMS |                                                           |          |      |            |                    |
|-------------------------|-----------------------------------------------------------|----------|------|------------|--------------------|
| Item No.                | Item-Description                                          | Quantity | Unit | Unit Price | TOTALS             |
| 1                       | 0700 1 11 SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF | 3.0      | EA   | \$580.36   | \$1,741.08         |
| 2                       | FOR CROSSWALK                                             | 721.5    | LF   | \$13.22    | \$9,538.23         |
| 3                       | 0711 14170 - THERMOPLASTIC, PREFORMED, WHITE, ARROW       | 14.0     | EA   | \$173.96   | \$2,435.44         |
| 4                       | FOR STOP LINE AND CROSSWALK                               | 663.0    | LF   | \$8.05     | \$5,337.15         |
| 5                       | FOR DIAGONAL OR CHEVRONS                                  | 172.0    | LF   | \$6.29     | \$1,081.88         |
| 6                       | 711 15131 - THERMO., STD. - OG, WHITE, SKIP, 6" (10/30)   | 0.1      | GM   | \$2,254.17 | \$135.25           |
| 7                       | WHITE, SOLID, 6"                                          | 0.5      | GM   | \$6,002.47 | \$2,941.21         |
| <b>Sub-Total</b>        |                                                           |          |      |            | <b>\$23,210.24</b> |

| SIGNALIZATION ITEMS |                         |          |      |              |              |
|---------------------|-------------------------|----------|------|--------------|--------------|
| Item No.            | Item-Description        | Quantity | Unit | Unit Price   | TOTALS       |
| 1                   | SIGNALIZATION ALLOWANCE | 1.0      | LS   | \$350,000.00 | \$350,000.00 |

| LIGHTING ITEMS |                    |          |      |              |              |
|----------------|--------------------|----------|------|--------------|--------------|
| Item No.       | Item-Description   | Quantity | Unit | Unit Price   | TOTALS       |
| 1              | LIGHTING ALLOWANCE | 1.0      | EA   | \$150,000.00 | \$150,000.00 |

|                                                        |                       |
|--------------------------------------------------------|-----------------------|
| <b>SUBTOTAL - HARD COSTS</b>                           | <b>\$2,149,930.50</b> |
| <b>GENERAL CONTRACTOR OH&amp;P (12% OF HARD COSTS)</b> | <b>\$257,991.66</b>   |
| <b>CONTINGENCY - (10% OF HARD COSTS)</b>               | <b>\$214,993.05</b>   |
| <b>TOTAL - HARD COSTS</b>                              | <b>\$2,622,915.21</b> |

| SOFT COSTS                             |                                                     |          |      |                |                       |
|----------------------------------------|-----------------------------------------------------|----------|------|----------------|-----------------------|
| PROFESSIONAL SERVICES, INSURANCE, ETC. |                                                     |          |      |                |                       |
| Item No.                               | Item-Description                                    | Quantity | Unit | Unit Price     | TOTALS                |
| 1                                      | SURVEY SERVICES, SKETCH OF DESCRIPTION, AS-BUILTS   | 1.0      | LS   | \$30,300.00    | \$30,300.00           |
| 2                                      | ENVIRONMENTAL: WETLAND / SPECIES ASSESSMENTS        | 1.0      | LS   | \$10,700.00    | \$10,700.00           |
| 3                                      | UTILITY LOCATION / GPR / SUE / SOFT DIGS ALLOWANCE  | 1.0      | LS   | \$10,000.00    | \$10,000.00           |
| 4                                      | PROFESSIONAL SERVICES                               | 1.0      | LS   | \$15,000.00    | \$15,000.00           |
| 5                                      | CIVIL ENGINEERING                                   | 1.0      | LS   | \$169,000.00   | \$169,000.00          |
| 6                                      | PERMIT REVIEW FEES                                  | 1.0      | LS   | \$5,684.00     | \$5,684.00            |
| 7                                      | INSURANCE / GENERAL LIABILITY (0.70% OF HARD COSTS) | 0.70%    | %    | \$2,149,930.50 | \$15,049.51           |
| 8                                      | SURETY BOND (1.5% OF HARD COSTS)                    | 1.50%    | %    | \$2,149,930.50 | \$32,248.96           |
| 9                                      | CONSTRUCTION OBSERVATION / CEI ALLOWANCE            | 1.0      | LS   | \$35,000.00    | \$35,000.00           |
| 10                                     | MATERIAL TESTING / CMT ALLOWANCE                    | 1.0      | LS   | \$50,000.00    | \$50,000.00           |
| 11                                     | WETLAND MITIGATION ALLOWANCE                        | 1.0      | LS   | \$105,800.00   | \$105,800.00          |
| 12                                     | INTEREST / CARRY COSTS                              | 1.0      | LS   | \$61,750.25    | \$61,750.25           |
| 13                                     | DEVELOPMENT / CONSTRUCTION MANAGEMENT (15%)         | 15.0%    | %    | \$3,266,498.68 | \$489,974.80          |
| <b>Sub-Total</b>                       |                                                     |          |      |                | <b>\$1,030,507.52</b> |

|                                       |                       |
|---------------------------------------|-----------------------|
| <b>SUBTOTAL - SOFT COSTS</b>          | <b>\$1,030,507.52</b> |
| <b>CONTINGENCY - SOFT COSTS (10%)</b> | <b>\$103,050.75</b>   |
| <b>TOTAL - SOFT COSTS</b>             | <b>\$1,133,558.28</b> |

|                                              |                       |
|----------------------------------------------|-----------------------|
| <b>TOTAL DEVELOPMENT / CONSTRUCTION COST</b> | <b>\$3,756,473.49</b> |
|----------------------------------------------|-----------------------|

**Exhibit D-1 – Abandonment Parcel**

**See Attached**

DESCRIPTION:

THAT PART OF BARGAIN BARN ROAD AS DESCRIBED IN DEED BOOK 812 , PAGE 503, ALL, LYING WEST OF U.S. HIGHWAY 17-92 (STATE ROAD 600, SECTION 1605-PROJ94), ALL OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF SAID NORTH RIGHT OF WAY LINE OF SAID BARGAIN BARN ROAD WITH THE WEST RIGHT OF WAY OF SAID U.S. HIGHWAY 92 AND RUN THENCE ALONG SAID WEST RIGHT OF WAY LINE, S13°44'19"W A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN N76°18'40"W A DISTANCE OF 283.22' FEET; THENCE N13°41'20"E A DISTANCE OF 60.00 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, S76°18'40"E A DISTANCE OF 283.28 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 16995 SQUARE FEET.

NOT VALID WITHOUT A DIGITAL  
SIGNATURE OR A SIGNATURE AND  
RAISED SEAL



**BASEPOINT**  
**SURVEYING, INC.**

MAILING: P.O. BOX 253, BARTOW, FL 33831  
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830  
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM  
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

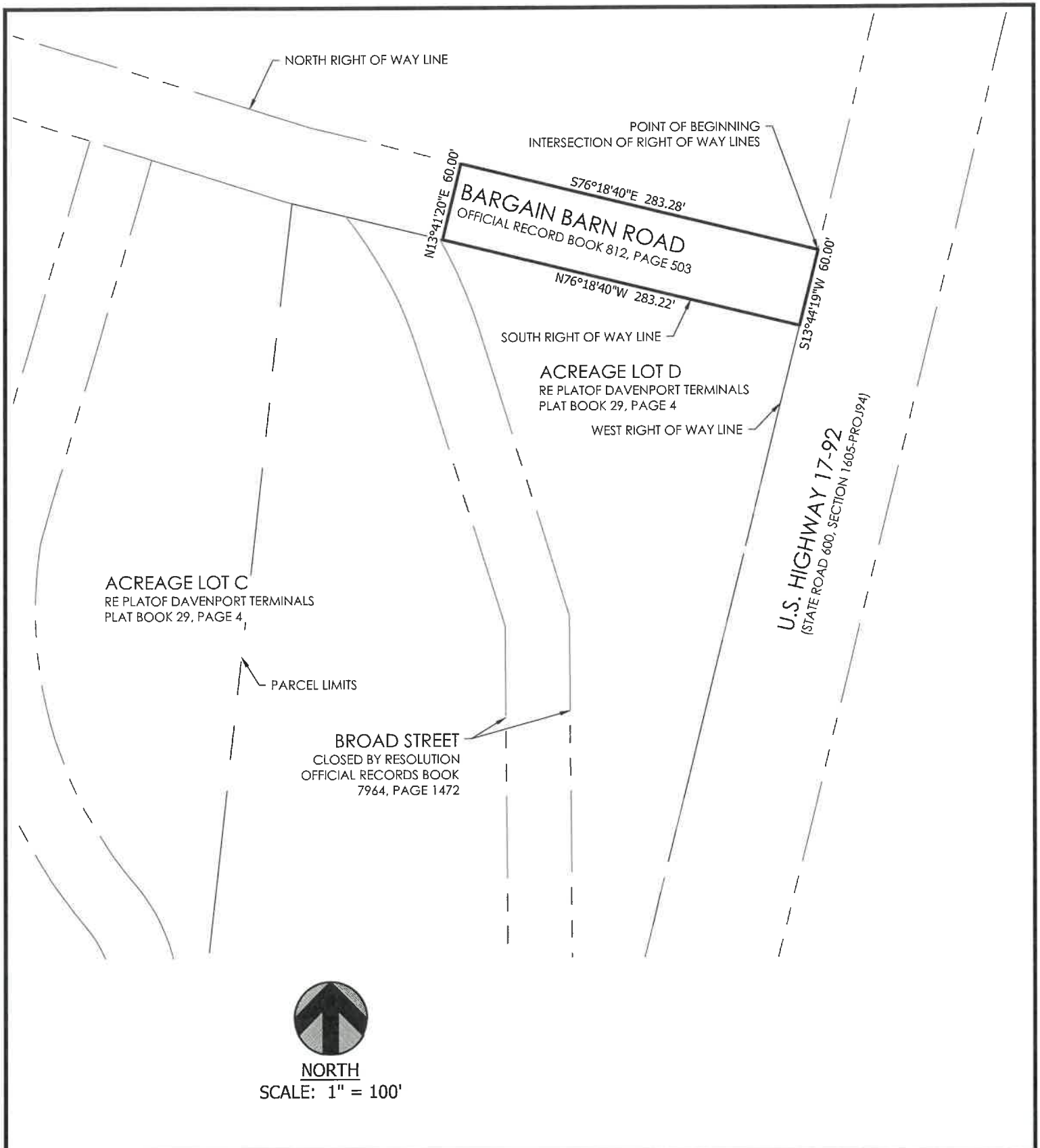
ROBERT E. LAZENBY, IV, P.S.M. # 6369

BARGAIN BARN ROAD  
Section 03, Township 27S, Range 27E

SKETCH OF DESCRIPTION  
NOT A SURVEY  
SHEET 1 OF 2

DRAWING: #####

JOB #11309



NOT VALID WITHOUT A DIGITAL  
SIGNATURE OR A SIGNATURE AND  
RAISED SEAL



MAILING: P.O. BOX 253, BARTOW, FL 33831  
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830  
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM  
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

**BARGAIN BARN ROAD**  
Section 03, Township 27S, Range 27E

**SKETCH OF DESCRIPTION  
NOT A SURVEY  
SHEET 2 OF 2**

ROBERT E. LAZENBY, IV, P.S.M. # 6369

DRAWING: #####

JOB #11309

**Exhibit D-2 – Additional ROW Parcel**

**See Attached**

DESCRIPTION:

THAT PART OF ACREAGE LOT C AND ACREAGE LOT D, AS SHOWN ON THE REPLAT OF DAVENPORT TERMINALS ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 29, PAGE 4, TOGETHER WITH THAT PART OF BROAD STREET, CLOSED BY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 7964, PAGE 1472, AND THAT PART OF BARGAIN BARN ROAD AS DESCRIBED IN DEED BOOK 812 , PAGE 503, ALL, LYING WEST OF U.S. HIGHWAY 17-92 (STATE ROAD 600, SECTION 1605-PROJ94), ALL OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID BARGAIN BARN ROAD WITH THE WEST RIGHT OF WAY OF SAID U.S. HIGHWAY 92 AND RUN THENCE ALONG SAID WEST RIGHT OF WAY LINE, S13°44'19"W A DISTANCE OF 317.89 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN, N77°21'37"W A DISTANCE OF 136.06 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, A DELTA ANGLE OF 58°51'01", WHOSE CHORD BEARS N47°56'06"W, A CHORD DISTANCE OF 167.04 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 174.61 FEET; THENCE N13°41'20"E A DISTANCE OF 180.99 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID BARGAIN BARN ROAD; RUN THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N76°18'40"W A DISTANCE OF 119.10 FEET TO THE EAST LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 13225, PAGE 2136 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE POINT OF BEGINNING. RUN THENCE ALONG SAID EAST BOUNDARY S06°23'27"W A DISTANCE OF 121.13 FEET; THENCE N15°53'00"W A DISTANCE OF 50.22 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET, A DELTA ANGLE OF 45°31'30", WHOSE CHORD BEARS N38°38'45"W, A CHORD DISTANCE OF 131.55 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 135.08 FEET TO EAST RIGHT OF WAY LINE OF 42nd STREET AS DESCRIBED IN SAID OFFICIAL RECORD BOOK 13225, PAGE 2136; RUN THENCE ALONG SAID EAST RIGHT OF WAY LINE, N16°14'44"E A DISTANCE OF 3.24 FEET TO SAID SOUTH RIGHT OF WAY LINE OF BARGAIN BARN ROAD; RUN THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: (1) S72°36'40"E A DISTANCE OF 110.78 FEET; (2) S76°18'40"E A DISTANCE OF 2.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS SQUARE 4516 FEET

NOT VALID WITHOUT A DIGITAL  
SIGNATURE OR A SIGNATURE AND  
RAISED SEAL



**BASEPOINT**  
SURVEYING, INC.

MAILING: P.O. BOX 253, BARTOW, FL 33831  
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830  
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM  
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

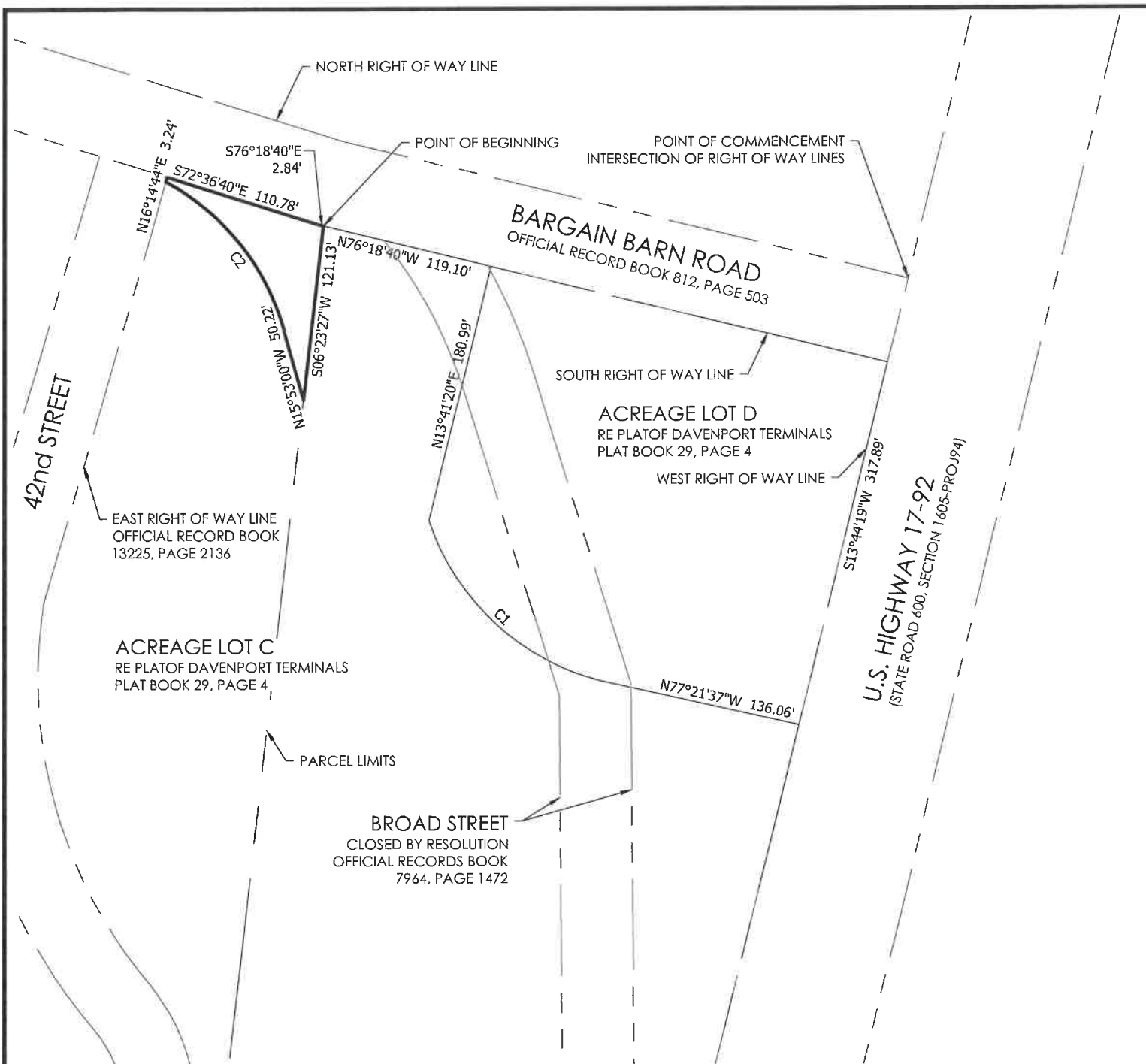
ROBERT E. LAZENBY, IV, P.S.M. # 6369

BARGAIN BARN ROAD  
Section 03, Township 27S, Range 27E

SKETCH OF DESCRIPTION  
NOT A SURVEY  
SHEET 1 OF 2

DRAWING: #####

JOB #11309



NORTH  
SCALE: 1" = 100'

CURVE TABLE

| #  | LENGTH  | RADIUS  | DELTA      | CHORD   | BEARING       |
|----|---------|---------|------------|---------|---------------|
| C1 | 174.61' | 170.00' | 058°51'01" | 167.04' | N47° 56' 06"W |
| C2 | 135.08' | 170.00' | 045°31'30" | 131.55' | N38° 38' 45"W |

NOT VALID WITHOUT A DIGITAL  
SIGNATURE OR A SIGNATURE AND  
RAISED SEAL



**BASEPOINT**  
SURVEYING, INC.

MAILING: P.O. BOX 253, BARTOW, FL 33831  
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FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

ROBERT E. LAZENBY, IV, P.S.M. # 6369

BARGAIN BARN ROAD  
Section 03, Township 27S, Range 27E

SKETCH OF DESCRIPTION  
NOT A SURVEY  
SHEET 2 OF 2

DRAWING: #####

JOB #11309

## DESCRIPTION:

THAT PART OF ACREAGE LOT C AND ACREAGE LOT D, AS SHOWN ON THE REPLAT OF DAVENPORT TERMINALS ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 29, PAGE 4, TOGETHER WITH THAT PART OF BROAD STREET, CLOSED BY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 7964, PAGE 1472, AND THAT PART OF BARGAIN BARN ROAD AS DESCRIBED IN DEED BOOK 812 , PAGE 503, ALL, LYING WEST OF U.S. HIGHWAY 17-92 (STATE ROAD 600, SECTION 1605-PROJ94), ALL OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID BARGAIN BARN ROAD WITH THE WEST RIGHT OF WAY OF SAID U.S. HIGHWAY 92 AND RUN THENCE ALONG SAID WEST RIGHT OF WAY LINE, S13°44'19"W A DISTANCE OF 317.89 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN, N77°21'37"W A DISTANCE OF 136.06 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, A DELTA ANGLE OF 50°11'13", WHOSE CHORD BEARS N52°16'00"W, A CHORD DISTANCE OF 144.19 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 148.91 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, A DELTA ANGLE OF 08°39'49", A CHORD WHICH BEARS THENCE N22°50'30"W A CHORD DISTANCE OF 25.68 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 25.71 FEET; THENCE N13°41'20"E A DISTANCE OF 180.99 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID BARGAIN BARN ROAD; RUN THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N76°18'40"W A DISTANCE OF 119.10 FEET TO THE EAST LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 13225, PAGE 2136 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. RUN THENCE ALONG SAID EAST BOUNDARY S06°23'27"W A DISTANCE OF 121.13 FEET; RUN THENCE S15°53'00"E A DISTANCE OF 96.31 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 230.00 FEET, A DELTA ANGLE OF 26°25'36", A CHORD WHICH BEARS S29°05'48"E, A CHORD DISTANCE OF 105.15 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 106.08 FEET; THENCE N13°43'29"E A DISTANCE OF 79.45 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 23452 SQUARE FEET.

NOT VALID WITHOUT A DIGITAL  
SIGNATURE OR A SIGNATURE AND  
RAISED SEAL



**BASEPOINT**  
**SURVEYING, INC.**

MAILING: P.O. BOX 253, BARTOW, FL 33831  
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PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM  
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

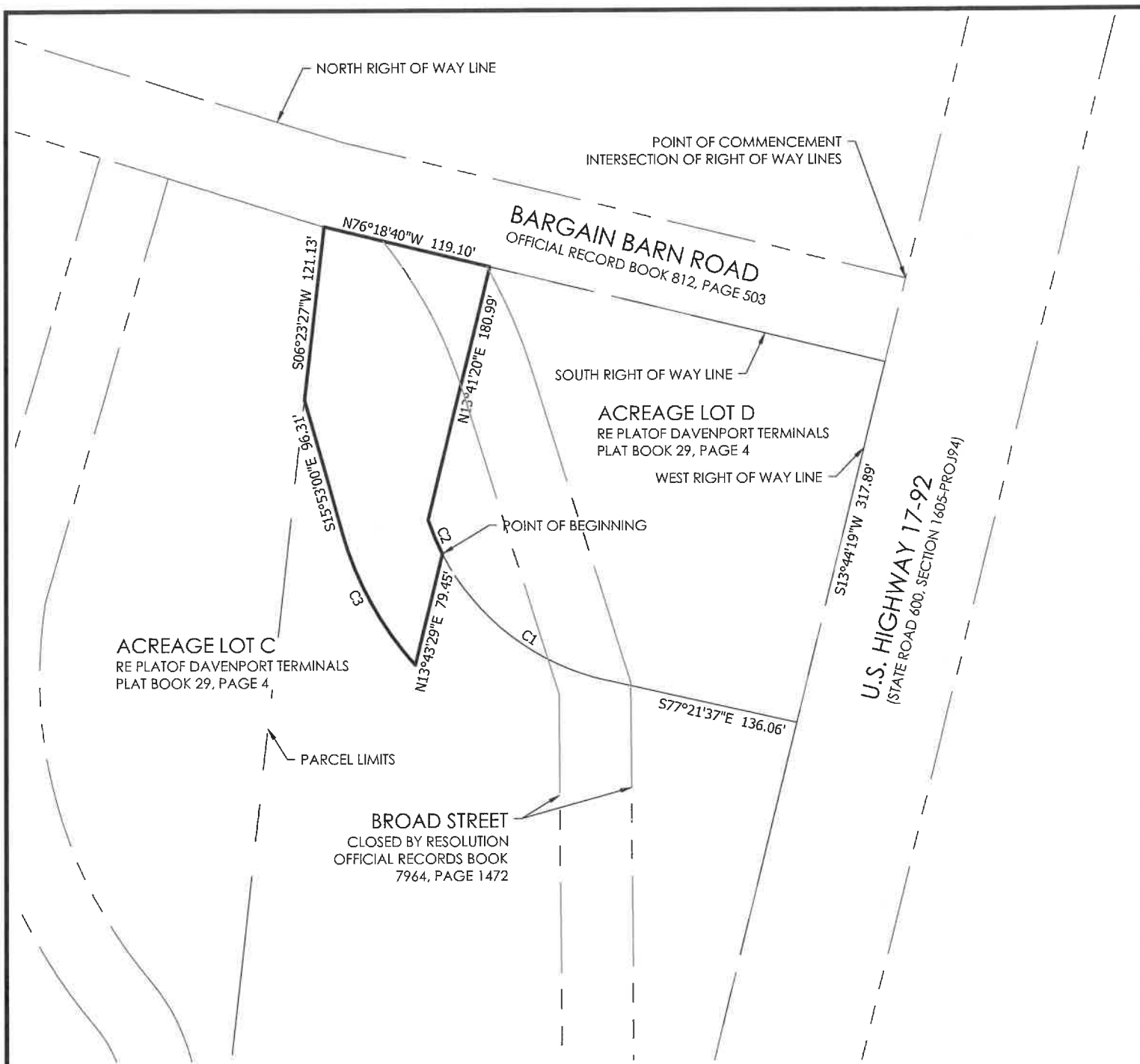
ROBERT E. LAZENBY, IV, P.S.M. # 6369

BARGAIN BARN ROAD  
Section 03, Township 27S, Range 27E

SKETCH OF DESCRIPTION  
NOT A SURVEY  
SHEET 1 OF 2

DRAWING: #####

JOB #11309



**NORTH**  
SCALE: 1" = 100'

| CURVE TABLE |         |         |            |         |               |
|-------------|---------|---------|------------|---------|---------------|
| #           | LENGTH  | RADIUS  | DELTA      | CHORD   | BEARING       |
| C1          | 148.91' | 170.00' | 050°11'13" | 144.19' | N52° 16' 00"W |
| C2          | 25.71'  | 170.00' | 008°39'49" | 25.68'  | N22° 50' 30"W |
| C3          | 106.08' | 230.00' | 026°25'36" | 105.15' | S29° 05' 48"E |

NOT VALID WITHOUT A DIGITAL  
SIGNATURE OR A SIGNATURE AND  
RAISED SEAL



**BASEPOINT**  
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FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

ROBERT E. LAZENBY, IV, P.S.M. # 6369

**BARGAIN BARN ROAD**  
Section 03, Township 27S, Range 27E

**SKETCH OF DESCRIPTION**  
**NOT A SURVEY**  
**SHEET 2 OF 2**

DRAWING: #####

JOB #11309

**Exhibit D-3 – Swap Parcel**

**See Attached**

## DESCRIPTION:

THAT PART OF ACREAGE LOT C AND ACREAGE LOT D, AS SHOWN ON THE REPLAT OF DAVENPORT TERMINALS ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 29, PAGE 4, TOGETHER WITH THAT PART OF BROAD STREET, CLOSED BY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 7964, PAGE 1472, SOUTH OF BARGAIN BARN ROAD AS DESCRIBED IN DEED BOOK 812 , PAGE 503, ALL, LYING WEST OF U.S. HIGHWAY 17-92 (STATE ROAD 600, SECTION 1605-PROJ94), ALL OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF SAID NORTH RIGHT OF WAY LINE OF SAID BARGAIN BARN ROAD WITH THE WEST RIGHT OF WAY OF SAID U.S. HIGHWAY 92 AND RUN THENCE ALONG SAID WEST RIGHT OF WAY LINE, S13°44'19"W A DISTANCE OF 293.83 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE ALONG SAID WEST RIGHT OF WAY LINE, S13°44'19"W A DISTANCE OF 84.06 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN N77°21'37"W A DISTANCE OF 134.91 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 230.00 FEET, A DELTA ANGLE OF 35°03'01", WHOSE CHORD BEARS N59°50'06"W, A CHORD DISTANCE OF 138.52 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 140.70 FEET; THENCE N13°43'29"E A DISTANCE OF 85.21 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 221.14 FEET, A DELTA ANGLE OF 08°50'42", A CHORD WHICH BEARS THENCE S41°16'36"E A CHORD DISTANCE OF 34.10 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 34.14 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 176.00 FEET, A DELTA ANGLE OF 29°28'05", A CHORD WHICH BEARS S62°37'34"E, A CHORD DISTANCE OF 89.53 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 90.52 FEET, TO A POINT OF TANGENCY; THENCE S77°21'37"E A DISTANCE OF 152.85 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 22273 SQUARE FEET.

NOT VALID WITHOUT A DIGITAL  
SIGNATURE OR A SIGNATURE AND  
RAISED SEAL



**BASEPOINT**  
SURVEYING, INC.

MAILING: P.O. BOX 253, BARTOW, FL 33831  
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830  
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM  
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

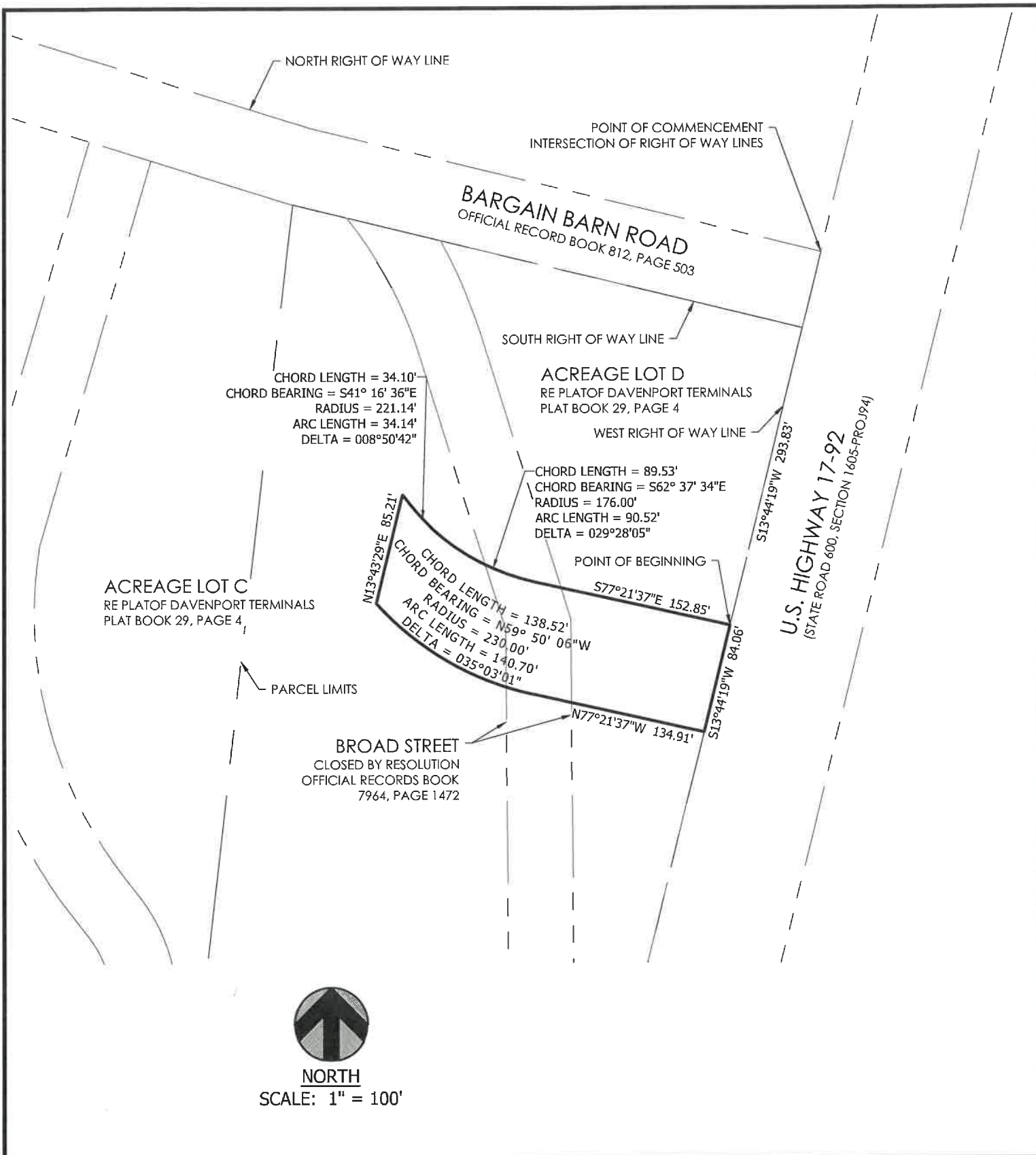
ROBERT E. LAZENBY, IV, P.S.M. # 6369

BARGAIN BARN ROAD  
Section 03, Township 27S, Range 27E

SKETCH OF DESCRIPTION  
NOT A SURVEY  
SHEET 1 OF 2

DRAWING: #####

JOB #11309



NORTH  
SCALE: 1" = 100'

NOT VALID WITHOUT A DIGITAL  
SIGNATURE OR A SIGNATURE AND  
RAISED SEAL



**BASEPOINT**  
SURVEYING, INC.

MAILING: P.O. BOX 253, BARTOW, FL 33831  
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830  
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FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

BARGAIN BARN ROAD  
Section 03, Township 27S, Range 27E

SKETCH OF DESCRIPTION  
NOT A SURVEY  
SHEET 2 OF 2

ROBERT E. LAZENBY, IV, P.S.M. # 6369

DRAWING: #####

JOB #11309

**Exhibit D-4 – Lift Station Parcel**

**See Attached**

DESCRIPTION:

THAT PART OF BROAD STREET SHOWN ON THE REPLAT OF DAVENPORT TERMINALS ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 29, PAGE 4, CLOSED BY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 7964, PAGE 1472, LYING WITHIN THAT PART OF BARGAIN BARN ROAD AS DESCRIBED IN DEED BOOK 812, PAGE 503, ALL, LYING WEST OF U.S. HIGHWAY 17-92 (STATE ROAD 600, SECTION 1605-PROJ94), ALL OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID BARGAIN BARN ROAD WITH THE WEST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 17-92 AND RUN THENCE ALONG SAID NORTH RIGHT OF WAY N76°18'40"W A DISTANCE OF 283.28 FEET TO THE POINT OF BEGINNING. CONTINUE THENCE ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING TWO COURSES: (1) N76°18'40"W A DISTANCE OF 120.01 FEET; (2) N72°36'40"W A DISTANCE OF 141.80 FEET; THENCE S17°23'32"W A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT OF WAY OF SAID BARGAIN BARN ROAD; RUN THENCE ALONG SAID SOUTH BOUNDARY THE FOLLOWING TWO COURSES: (1) S72°36'40"E A DISTANCE OF 143.74 FEET; (2) S76°18'40"E A DISTANCE OF 121.94 FEET; THENCE N13°41'20"E A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

NOT VALID WITHOUT A DIGITAL  
SIGNATURE OR A SIGNATURE AND  
RAISED SEAL



**BASEPOINT**  
SURVEYING, INC.

MAILING: P.O. BOX 253, BARTOW, FL 33831  
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830  
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM  
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

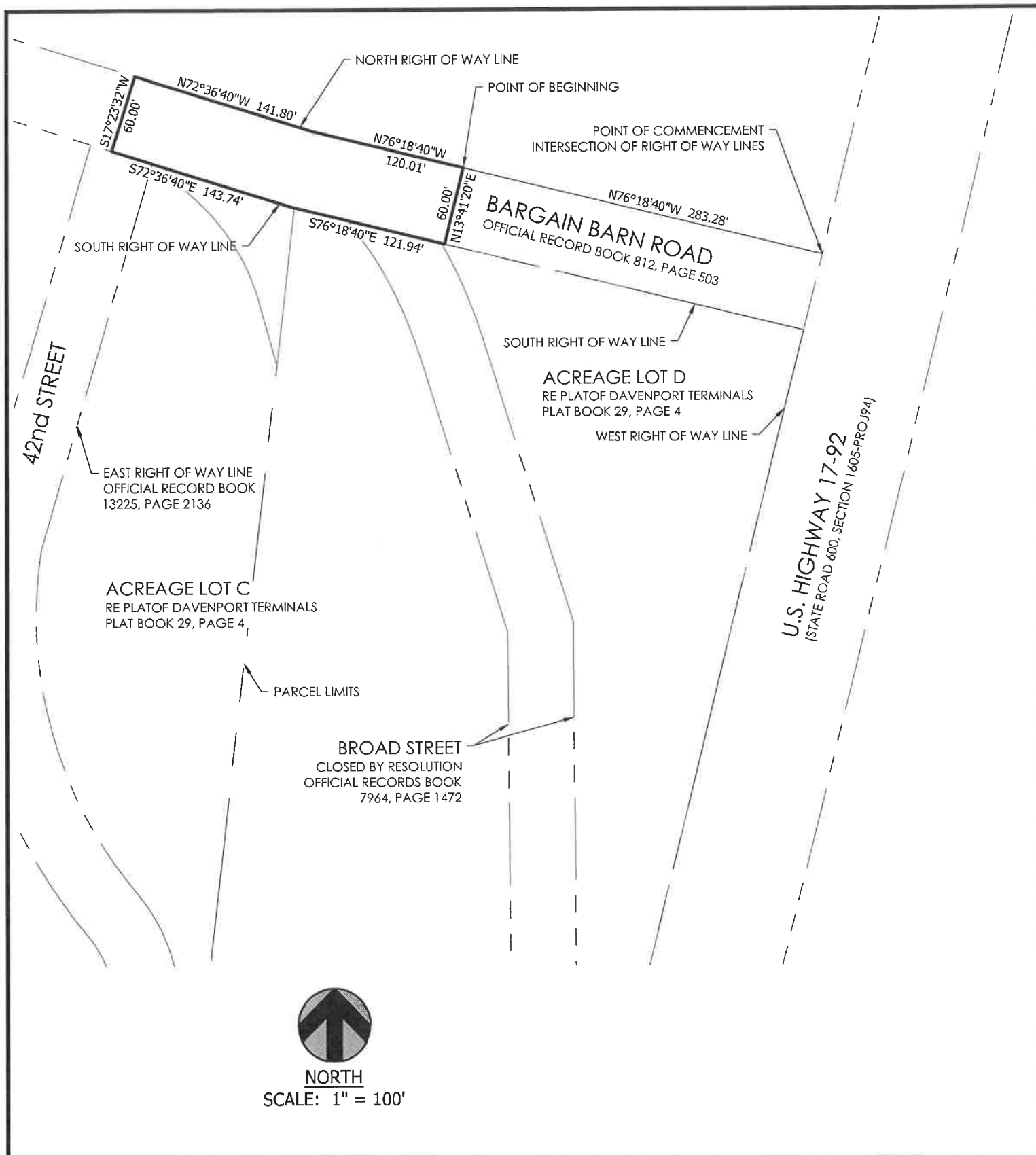
ROBERT E. LAZENBY, IV, P.S.M. # 6369

BARGAIN BARN ROAD  
Section 03, Township 27S, Range 27E

SKETCH OF DESCRIPTION  
NOT A SURVEY  
SHEET 1 OF 2

DRAWING: #####

JOB #11309



NORTH  
SCALE: 1" = 100'

NOT VALID WITHOUT A DIGITAL  
SIGNATURE OR A SIGNATURE AND  
RAISED SEAL



**BASEPOINT**  
SURVEYING, INC.

MAILING: P.O. BOX 253, BARTOW, FL 33831  
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830  
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM  
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

ROBERT E. LAZENBY, IV, P.S.M. # 6369

BARGAIN BARN ROAD  
Section 03, Township 27S, Range 27E

SKETCH OF DESCRIPTION  
NOT A SURVEY  
SHEET 2 OF 2

DRAWING: #####

JOB #11309

**Exhibit E – Plans and Specifications**

**See Attached**

THE LAND PREPARED TO BEHEM ELEVEN IS DIVIDED IN THE COUNTY OF POLK, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

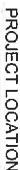
COMMENCING AT THE INTERSECTION OF HIGHWAY U.S. 90 AND HIGHWAY 10, AND AS THE STATE OF FLORIDA, BEING A PART OF THE

THE LAND PREPARED TO BEHEM ELEVEN IS DIVIDED IN THE COUNTY OF POLK, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF HIGHWAY U.S. 90 AND HIGHWAY 10, AND AS THE STATE OF FLORIDA, BEING A PART OF THE

THE LAND PREPARED TO BEHEM ELEVEN IS DIVIDED IN THE COUNTY OF POLK, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF HIGHWAY U.S. 90 AND HIGHWAY 10, AND AS THE STATE OF FLORIDA, BEING A PART OF THE



POLK COUNTY PARCEL ID NO:  
27-27-03-717000-000032

DAVENPORT, FLORIDA

JULY 25, 2025

## SITE



SECTION 03, TOWNSHIP 27S, RANGE 27E  
LOCATION MAP  
N.T.S.

230 E. CENTRAL PKWY, SUITE 400  
ALTAMONTE SPRINGS, FL 32701  
CONTACT: NICOLE WEIR  
PHONE: (407) 645-5008

**OWNER:**  
FRIERICKS DUANE  
7540 WAVERLY RD  
LAKE WALES, FL 33855

4440 PGA BOULEVARD, SUITE 600  
PALM BEACH GARDENS, FL 33410  
CONTACT: SETH SWISHER  
PHONE: (727) 258-5729  
EMAIL: [SSWISHER@SLACKFINPARTNERS.COM](mailto:SSWISHER@SLACKFINPARTNERS.COM)

**SURVEYOR:**  
BASEPOINT SURVEYING, INC.  
16 EAST PLANT STREET  
MCKELAND, FL 33067  
CONTACT: ROBERT LAZENBY IV  
PHONE: (863) 637-7413  
EMAIL: RLVAZENBY@BASEPOINTSURVEYING.COM

200 SOUTH ORANGE AVENUE, SUITE 600  
ORLANDO, FL 32801  
CONTACT: DEREK E. RAMSBURG, P.E.  
PHONE: (407) 427-1442  
EMAIL: DEREK.RAMSBURG@OM-LEY-HORN.COM

**LANDSCAPE ARCHITECT:**  
KIMLEY-HORN AND ASSOCIATES, INC.,  
200 SOUTH ORANGE AVENUE, SUITE 800  
ORLANDO, FL 32801  
CONTACT: JOHN GRIFFIN, PLSA  
PHONE: (407) 427-1030  
EMAIL: JOHN.GRIFFIN@KIMLEY-HORN.COM

CITY OF DAVENPORT  
1 SOUTH ALAPAHUA AVENUE  
DAVENPORT, FL 33836  
PHONE: (863) 419-3300

CENTURION (LOWEN)  
446 W PLANT ST  
WINTER GARDEN, FL 34782

**DUKE ENERGY**  
452 E CROWN POINT RD  
WINTER GARDEN, FL 34787  
PHONE: (407) 838-6658

FLORIDA PUBLIC UTILITIES  
1705 SW 7TH STREET  
WINTER HAVEN, FL 33800

## UTILITY PROVIDERS

CITY OF DAVENPORT  
1 SOUTH ALAPAHUA AVENUE  
DAVENPORT, FL 33836  
PHONE: (863) 419-3300

CENTURION (LOWEN)  
446 W PLANT ST  
WINTER GARDEN, FL 34782

**DUKE ENERGY**  
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WINTER GARDEN, FL 34787  
PHONE: (407) 838-6658

FLORIDA PUBLIC UTILITIES  
1705 SW 7TH STREET  
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## PROJECT TEAM

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PALM BEACH GARDENS, FL 33410  
CONTACT: SETH SWISHER  
PHONE: (727) 258-5729  
EMAIL: [SSWISHER@SLACKFINPARTNERS.COM](mailto:SSWISHER@SLACKFINPARTNERS.COM)

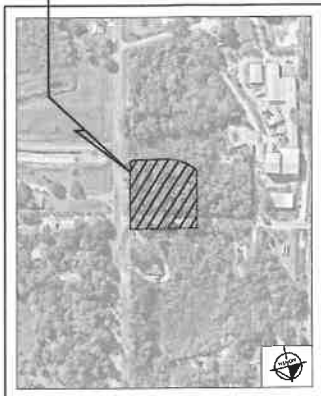
**BASEPOINT SURVEYING, INC.**  
16 EAST PLANT STREET  
LAKELAND, FL 33807  
CONTACT: ROBERT LAZENBY IV  
PHONE: (888) 533-7413  
EMAIL: RLVAZENBY@BASEPOINTSURVEYING.COM

KIMLEY-HORN AND ASSOCIATES, INC.  
200 SOUTH ORANGE AVENUE, SUITE 800  
ORLANDO, FL 32801  
CONTACT: JOHN GRIFFIN, P.L.A.  
PHONE: (407) 427-6530  
EMAIL: JOHN.GRIFFIN@KIMLEY-HORN.COM

PREPARED BY  
**Kimley»Horn**

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WWW.KOMLEY-HORN.COM Registry No. 35106

SITE-



**AERIAL PHOTOGRAPH**  
N.T.S.

| Sheet List Table |                                       |
|------------------|---------------------------------------|
| Sheet Number     | Sheet Title                           |
| C0.0             | COVER                                 |
| C1.0-C1.1        | GENERAL NOTES                         |
| C2.0             | STORMWATER POLLUTION PREVENTION PLAN  |
| C3.0-C3.1        | EXISTING CONDITIONS & DEMOLITION PLAN |
| C4.0-C4.2        | SITE PLAN                             |
| C5.0-C5.1        | PAVING, GRADING, AND DRAINAGE PLAN    |
| C6.0-C6.1        | UTILITY PLAN                          |
| C7.0-C7.1        | BARGAIN BARN ROAD PLAN & PROFILE      |
| C8.0-C8.7        | BARGAIN BARN ROAD CROSS SECTIONS      |
| C9.0             | U.S. HIGHWAY 17-92 TURN LANE PLAN     |
| C10.0-C10.8      | U.S. HIGHWAY 17-92 CROSS SECTIONS     |
| C11.0-C11.2      | STANDARD DETAILS                      |
| C11.3-C11.8      | 7-11 STANDARD DETAILS                 |
| C12.0-C12.5      | CITY OF DAVENPORT STANDARD DETAILS    |
| L1.00            | LANDSCAPE PLAN                        |
| L1.50            | LANDSCAPE DETAILS                     |
| L1.51            | LANDSCAPE NOTES                       |
| L2.00            | IRRIGATION PLAN                       |
| L2.50            | IRRIGATION DETAILS                    |
| L2.51            | IRRIGATION NOTES                      |

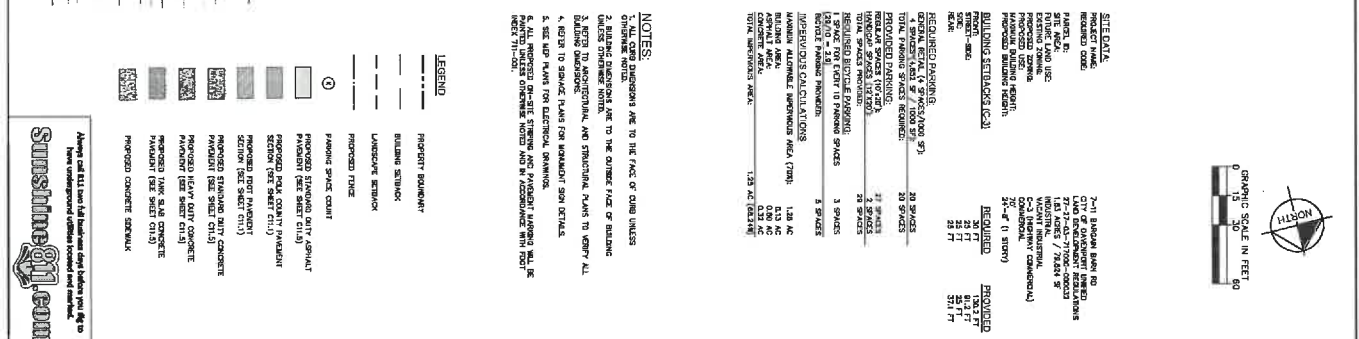
## **Exhibit F – Reimbursement Requirements**

### **COUNTY REIMBURSEMENT REQUIREMENTS**

1. The Developer will be required to register with the County as a Vendor to allow for payment. Registration can take place at the following website:  
[www.polk-county.net/business/procurement/vendor-information/](http://www.polk-county.net/business/procurement/vendor-information/)
2. The Developer must submit pay requests that match the fee schedule or exhibit that corresponds with the agreement.
3. Developer's request for payment shall utilize an AIA G702 Application and Certificate for Payment evidencing the portion of the Transportation Improvements completed through the date of such request and the portion of the Reimbursement Amount incurred through the date of such request; and (i) copies of invoices substantiating the request for payment, and (ii) copies of interim progress lien waivers (which may be conditioned upon payment) from the Contractor and all Subcontractors meeting the requirements of applicable law to extinguish all lien rights of such parties in connection with Transportation Improvements as completed through the effective date of such lien waivers. Within five (5) business days after receipt of a request for payment, County shall either approve or deny (with specificity) the request, and, if denied, shall describe any additional documentation that is reasonably needed to ensure that the request for payment is complete, failing which the County's approval will be deemed given. Once the County determines (or is deemed to have determined) that the request for payment and backup documentation is complete, the County shall have ten (10) business days to remit payment to Developer. County shall not unreasonably withhold or delay approval of any draw requests. Final disbursement of the Reimbursement Amount will be made in accordance with the provisions of Section 7.3. Any untimely payment shall accrue interest as mandated under Part VII, Ch. 218, Florida Statutes, and nothing herein limits the Developer's rights to such interest
4. Any identifying bank information such as bank account numbers shall be blacked out prior to submission. If more than one invoice is paid out of one check or ACH transaction, the Developer shall provide an explanation that links the individual payments to the invoices being submitted i.e. via internal document or spreadsheet, so the payment is easily identifiable to the auditor. Any questions can be directed to the Roads and Drainage Fiscal Section by calling 863-535-2200 and asking for the Developer Agreement Reimbursement Coordinator.
5. Impact Fee Credits: If impact fee credits are included in the agreement, Roads and Drainage will initially review the pay application. Once review is complete, the pay application will be forwarded to the Office of Planning and Development Fiscal Manager for issuance of impact fee credits. For further information, the Office of Planning and Development Fiscal Manager can be reached at 863-534-6460.

**Exhibit G – Stormwater Cross-Easement Area**

**See Attached**



741736-11A2-MP-BRT FLORIDA CREDIT BY DER DATE 08/01/00