

**This instrument prepared by:**

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

**INTERLOCAL INFRASTRUCTURE AGREEMENT  
THOMPSON NURSERY ROAD**

This Interlocal Infrastructure Agreement (the "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date") by and between **PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT**, a community development district established in accordance with Chapter 190, Florida Statutes, the address of which is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "PCCDD") and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 (hereinafter referred to as "Polk County" or "County") pursuant to the authority of Sections 163.01 and 163.3180, Florida Statutes (2024). The PCCDD and Polk County are referred to herein individually as a "Party" and collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, Lake Wales Property Holdings, LLC, a Delaware limited liability company, whose address is 401 E. Las Olas Boulevard, Suite 1870, Fort Lauderdale, Florida 33301 (the "Owner") is the owner of real property located south of Thompson Nursery Road and east of U.S. Highway 27, as more specifically described in the legal description attached hereto and incorporated herein as **Exhibit "A"** (the "Owner's Property"); and

**WHEREAS**, Owner has caused the establishment of the PCCDD through which certain improvements will be constructed ; and

**WHEREAS**, Owner has received approval from the City of Lake Wales to construct a mixed use planned development consisting of single-family, multi-family, office, commercial, and other non-residential development referred to as **ViaTerra** on the Owner's Property as depicted in the site plan attached hereto and incorporated herein as **Exhibit "B"** (the "Project"); and

**WHEREAS**, one of the primary accesses to the Project is on Thompson Nursery Road, which is a County maintained roadway; and

**WHEREAS**, the County has included certain improvements to Thompson Nursery Road in its Capital Improvement Plan ("CIP") and has allocated funding for the improvements to address existing deficiencies in the County's transportation network; and

**WHEREAS**, the Owner has commissioned a traffic impact analysis by Stantec Engineering dated August 2022 (the "Traffic Study"), which is incorporated herein by this reference, to review the potential transportation impacts of the Project, a summary of the conclusions of the Traffic

Study is as attached hereto and incorporated herein as **Exhibit "C"**; and

**WHEREAS**, the Traffic Study concludes certain Project related improvements are necessary in order to address the transportation impacts of the Project; and

**WHEREAS**, the County and the PCCDD have agreed it is in the best interests of the Parties for the PCCDD, to design and construct a section of Thompson Nursery Road, including signalization of the intersection of the Project's spine road, and Thompson Nursery Road, as generally depicted on **Exhibit "D"** (the "Off-Site Improvements"); and

**WHEREAS**, the PCCDD is willing to construct the Off-Site Improvements, which have been reviewed and approved by the County under project number LDROW-2024-13; and

**WHEREAS**, the PCCDD has obtained an opinion of probable cost to construct the Off-Site Improvements, a copy of which is attached hereto and incorporated herein as **Exhibit "E"** (the "Opinion of Probable Cost"); and

**WHEREAS**, the County and the PCCDD agree to allocate the cost to design, engineer, permit, and construct the Off-Site Improvements, as calculated and reflected in the County/PCCDD Allocation Schedule, a copy of which is attached hereto and incorporated herein as **Exhibit "F"** (the "County/PCCDD Allocation Schedule"); and

**WHEREAS**, the Parties acknowledge that the actual cost of construction of the Off-Site Improvements may differ from the Opinion of Probable Cost, the Parties further agree to allocate any modifications in costs consistent with the County/PCCDD Allocation Schedule.

**WHEREAS**, the PCCDD's and the County's obligations and responsibilities for the costs of the Off-Site Improvements are reflected on the County/PCCDD Allocation Schedule (respectively referenced hereafter as the "PCCDD's Costs" and "County's Costs"); and

**WHEREAS**, the Traffic Study identifies certain additional improvements for which the Project is responsible for proportionate fair share payments as reflected in **Exhibit "G"** ("Proportionate Share Exhibit"); and

**WHEREAS**, in order for the Off-Site Improvements to be constructed by the PCCDD, additional right-of-way must be acquired by the County from a neighboring property ("Additional Necessary ROW"); and

**WHEREAS**, the Parties agree that in the event the Additional Necessary ROW is not procured by January 1, 2025, the Parties agree to modify the Off-Site Improvements and update the Opinion of Probable Cost and County/PCCDD Allocation Scheduled to reflect the changes to the Off-Site Improvements; and

**WHEREAS**, the Owner is engaged in discussions with the Polk County School Board to transfer a portion of the Owner's Property to the Polk County School Board (the "School Site"); and

**WHEREAS**, in the event the School Site is transferred to the Polk County School Board, the transportation analysis in the Traffic Study and all vested rights and interests established for transportation concurrency in this Agreement shall remain for the development of the remainder of the Owner's Property, and shall not inure or transfer with the School Site to the Polk County School Board; and

**WHEREAS**, the Parties agree that the PCCDDs construction of the Off-Site Improvements and payment of the PCCDD's Costs shall satisfy the Project's obligations pertaining to its proportionate share contribution for impacts to the transportation network; and

**WHEREAS**, this Agreement will provide the assurance to the Owner that upon completion of construction of the Off-Site Improvements, Owner shall be deemed to have satisfied all requirements for mitigation of the transportation impacts of the Project on the transportation network within the County's jurisdiction; and

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

**WHEREAS**, it is in the mutual interest of the County and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

**WHEREAS**, the County and the District desire to exercise jointly their common powers and authority concerning the cost effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies; and

**WHEREAS**, Section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969" (hereinafter, the "**Cooperation Act**"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the County and the District desire to entered into this Interlocal Agreement finding it to be necessary, proper, and convenient to the exercise of their powers, duties and purposes authorized by law.

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

**Article I  
RECITALS AND DEFINITIONS**

**1.1 Recitals.** The Recitals stated above are an integral part of this Agreement and are incorporated herein by reference as if fully set forth herein.

**1.2 Definitions.** Terms which are capitalized herein shall be defined as set forth in the Recitals above or as otherwise defined in this Agreement.

**Article II  
CONDITIONS OF AGREEMENT**

**2.1 Legal Description of the Properties.** The legal description of the Owner's Property is attached to this Agreement as **Exhibit "A."**

**2.2 Permitted Development Uses.** The PCCDD agrees to construct the Off-Site Improvements in accordance with all applicable requirements that are in effect as of the Effective Date.

**2.3 Development Permits.** The PCCDD, shall be required to secure all applicable local, county, regional, state, and federal approvals for the Off-Site Approvals. The PCCDD shall also obtain all applicable local, county, regional, state, and federal approvals for development of the Project, prior to development of the Owner's Property.

**2.4 Increase in Project Trips.** Any change to the Project which increases the unit count and/or square footage, as applicable, may result in an increase in trips on the County's transportation network. Any such additional trips are neither vested nor otherwise permitted under this Agreement, and Owner is precluded from asserting any such vesting. In addition, any such changes resulting in an increase in trips may result in an amendment or addendum to this Agreement, and/or may require application for and execution of an additional Infrastructure Agreement, along with any other required documentation, for the number of increased trips, as may be required by the County. In the event the School Site is transferred to the Polk County School Board, the transportation analysis in the Traffic Study and all vested rights and interests established for transportation concurrency in this Agreement shall remain for the development of the remainder of the Owner's Property, and shall not inure or transfer with the School Site to the Polk County School Board.

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

restrictions.

**2.6 Compliance with Applicable Standards.** The Off-Site Improvements shall be designed and constructed in compliance with all applicable Polk County requirements, and applicable local, regional, state, and federal standards and requirements.

**2.7 Satisfaction of Transportation Improvement Requirements.** County hereby acknowledges and agrees that upon completion of the Off-Site Improvements discussed herein and absent any increase in the Project's transportation impacts as set forth in section 2.4, Owner shall be deemed to have satisfied all requirements for the mitigation of traffic impacts for all phases of the Project, as detailed in the Traffic Study, within County's jurisdiction through buildout of the Project. Additionally, nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, regulations, and/or County Code provisions or from making the required payment of transportation impact fees applicable to the Project.

**2.8 Proportionate Share for County's Deficient Segments.** The PCCDD shall be responsible for the Project's proportionate share for the County's Deficient Segments, as described in **Exhibit "G"**, which totals One Hundred Forty-Six Thousand Five Hundred Thirty-One Dollars (\$146,531.00) (the "**County PS Payment**"). The County PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. The PCCDD and County further acknowledge and agree that the County PS Payment represents the final and binding amount the Project is required to pay through the buildout of the currently approved Project as proportionate share mitigation for impacts of the Project upon roadways within the County's jurisdiction; provided, however, that if the number of units and/or square footage is subsequently increased, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement. PCCDD and County further acknowledge and agree that the calculation of, and agreement regarding, the amount of the County PS Payment constitute material inducements for the Parties to enter into this Agreement. Proportionate Share contributions are non-refundable. PCCDD shall make the County PS Payment, in accordance with this paragraph, prior to completion and/or acceptance by Polk County of the Off-Site Improvements.

### **Article III CONSTRUCTION OF INFRASTRUCTURE**

**3.1 Off-site Improvement Design and Permitting.** The Parties agree the PCCDD shall undertake and fund the design, engineering, and permitting of the Off-Site Improvements under project number LDROW-2024-13, which includes but is not limited to adding turn lanes, lane widening, striping, signalization, and other improvements to Thompson Nursery Road as depicted and described in **Exhibit "D"**. The plans and specifications for the Off-Site Improvements are on file with the Land Development Division (the "**Plans and Specifications**").

**3.2 Modifications of the Plans and Specifications; Permits.** The Plans and Specifications for the Off-Site Improvements may be materially modified through the mutual agreement of the PCCDD and the County through the normal and ordinary permitting processes, and by change

order as actual construction of the Off-Site Improvements progresses (it being understood that non-material modifications shall not be required to be submitted for the County's approval). Proposed material modifications will be provided by the PCCDD, to the County for review. To be effective and binding against the County, however, any and all such modifications and change orders must be in writing, executed by the County and the PCCDD. In the event the County is unable to obtain the Additional Necessary ROW by January 1, 2025, the County and the PCCDD, agree to modify the Off-Site Improvements and update the Opinion of Probable Cost and County/PCCDD Allocation Scheduled to reflect the changes to the Off-Site Improvements.

### **3.3 Construction Requirements.**

A. The PCCDD shall construct the Off-site Improvements in a manner sufficient to satisfy the applicable government permitting requirements. It will be the responsibility of the PCCDD to obtain any permits from any other governmental entity required for the construction of the Off-Site Improvements. The County hereby grants any and all rights necessary for the PCCDD to obtain necessary approvals, permits, title and interests to perform its obligations under this Agreement, including, but not limited to, any and all licenses, easements, and permits to construct the Off-Site Improvements in the public right-of-way of Thompson Nursery Road. The rights granted by the County herein shall include the right to remove any partially constructed water/wastewater utility lines and related infrastructure that is not under active construction, and which has not been formally transferred and accepted by the County or another municipality in Polk County. However, any and all rights granted by the County do not include any waivers of permitting or review processes.

B. The PCCDD has entered into a Contract for Construction of the Improvements (the "Construction Contract") with a qualified contractor ("Construction Contractor"), which contractor was selected through a public competitive bid process. The PCCDD will provide a copy of the Construction Contract to the County Engineer upon request. The County will have the right to review the competitive bidding process, and all bids received.

C. County hereby notifies the PCCDD that the PCCDD may proceed with constructing the Off-Site Improvements in accordance with the plans in project number LDROW-2024-13 and consistent with the terms and conditions of this Agreement.

D. Prior to the commencement of construction the PCCDD, shall schedule, notice, and attend a pre-construction conference with engineer, contractor, County staff, and all involved utility companies.

E. The PCCDD shall provide the County with a monthly construction management status report during the term of this Agreement.

## **Article IV COST REIMBURSEMENT AND CONVEYANCE OF IMPROVEMENTS**

**4.1 Reimbursement.** The County shall reimburse the PCCDD the County's Costs for the Off-Site Improvements through cash reimbursements as invoices for the Off-Site Improvements are

delivered to the County, along with evidence of payment of said invoice. Upon proper delivery by the PCCDD to the County of an invoice and evidence of payment thereof, the County shall reimburse the PCCDD for the County's Costs of the invoice as required by the appropriate Prompt Payment Act and in accordance with the County Reimbursement Requirements, as stated in Exhibit "H". As of the Effective Date, the PCCDD estimates the cost to construct the Off-Site Improvements will be \$5,350,212.91, as shown on the Opinion of Probable Cost, as reflected in Exhibit "E". The PCCDD, shall maintain separate cost records and documentation consistent with applicable County procurement procedures all of which it shall submit to the County as part of the documentation described in Paragraph 4.2.

**4.2 Ownership and Documentation.** Upon completion of the work in accordance with the Plans and Specifications, the PCCDD shall furnish a set of record drawings certified by the Engineer of Record that the Off-Site Improvements have been completed in general conformance with the Plans and Specifications, as the same may be modified in accordance with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that to the best of their knowledge, information, and belief all materials entering into the work are in general conformance with the plans, or otherwise conform to or meet generally accepted professional practices. The PCCDD shall also prepare and submit any required certifications to permitting agencies. In addition, the PCCDD shall, at such time, provide the County with copies of records of the Off-Site Improvements as the County may reasonably request, including, but not limited to, Engineer of Record sealed Record Drawings.

**4.3. Construction Timing.** The Off-site Improvements shall be completed before completion of Phase 1 of the Project, as defined below. Phase 1 of the Project is limited to any combination of residential and commercial buildings/uses up to 1,002 combined PM Peak hour net external trips as established in the Traffic Study. The foregoing provision shall not be interpreted to preclude the Owner from obtaining building permits for development within Phase 1. Owner shall not receive certificates of occupancy for any development within the Project until completion and conveyance of the Off-Site Improvements unless an alternative suitable access is reviewed and approved by Polk County. The Off-Site Improvements shall be commenced within 36 months and completed within 60 months of execution of this agreement, unless a later date is mutually agreed to by the Parties. Upon completion of the Off-Site Improvements, the PCCDD, shall notify the County, in writing, of the completed construction. In the event, the actual cost of construction of the Off-Site Improvements differs from the Opinion of Probable Cost, the Parties agree to allocate any change in costs consistent with the County/PCCDD Allocation Schedule as reflected in Exhibit "F."

**4.4. Conveyance of Off-site Improvements.**

A. The PCCDD shall, at its sole cost and expense and through a mutually agreeable instrument, convey the Off-Site Improvements to the County free and clear of all liens and encumbrances within ten (10) business days of the issuance of the County inspector's letter indicating that the Off-Site Improvements comply with the approved construction plans, which letter shall be delivered to Owner and the PCCDD, as soon as reasonably possible after receipt of the PCCDD's, notice that the Off-Site Improvements are complete.

B. Provided all such conditions are met, the County agrees to accept such conveyance without

delay, and shall thereafter be responsible for the operation and maintenance of the Off-Site Improvements so conveyed to the County. As part of such conveyance, the PCCDD agrees to warrant, or cause its Construction Contractor to warrant, the Off-Site Improvements so conveyed for a period of one (1) year from the date of acceptance by the County of the Off-Site Improvements. PCCDD, or its Construction Contractor, shall provide a warranty surety in the form of a maintenance bond, acceptable to Polk County, in the amount of 10% of the PCCDD's Cost to construct the Off-Site Improvements, to warrant the Off-Site Improvements and any appurtenances thereto constructed by the PCCDD.

## **Article 5 MISCELLANEOUS**

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

**5.2 Indemnification.** The PCCDD, its successors, and assigns shall protect, defend, indemnify, and hold harmless, the County, its officers, commissioners, council members, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable, actually incurred, attorney's fee or other expenses or liabilities, of every kind and character resulting from any error, omission, or negligent act of the PCCDD itself, its agents, contractors, subcontractors, employees, or representatives in the performance of its obligations under this Agreement. The County, its successors, and assigns shall protect, defend, indemnify, and hold harmless, the Owner and the PCCDD, its officers, supervisors, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable, actually incurred, attorney's fee or other expenses or liabilities, of every kind and character resulting from any error, omission, or negligent act of County itself, its agents, contractors, subcontractors, employees, or representatives in the performance of its obligations under this Agreement. However, nothing herein shall be construed as a waiver, by the County or PCCDD of their respective sovereign immunity under 768.28, Florida Statutes.

**5.3. Insurance.**

5.3.1 Notwithstanding anything to the contrary in this Agreement, the PCCDD shall cause its Construction Contractor to maintain, Professional Liability Insurance in the amount of \$1,000,000.00 per occurrence, exclusive of defense costs, and the Commercial General Liability, Comprehensive Auto Liability, and Workers Compensation coverages stated in 5.3.2, below.

5.3.2 The PCCDD shall cause its Construction Contractor to maintain, the following types of insurance with at least the following minimum limits of liability:

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

Employers Liability

\$1,000,000.00

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

5.3.4 The PCCDD shall provide County with Certificates of Insurance satisfactory to County to evidence such coverage before any work commences on the Off-Site Improvements. County must be identified on the Certificates as follows: "Polk County, a political subdivision of the State of Florida." Coverage must commence on or before the first day work begins and remain in effect until at least the end of the warranty period as stated in section 4.4(B).

**5.4. Term and Nature of Agreement.** With the exception of (x) warranty requirements which expressly survive the termination of this Agreement and (y) the County's obligation to reimburse the PCCDD as and when required under this Agreement, which shall expressly survive the termination hereof, this Agreement shall terminate upon satisfaction by the Parties hereto of their respective obligations contained herein. At any time thereafter, upon written request of either party hereto, the other party hereto shall execute and deliver a written termination of this Agreement, and failure to so execute and deliver such written termination of this Agreement on or before the thirtieth (30th) day after the request is made, shall be deemed a full termination of this Agreement without further action being required by either party hereto. If the PCCDD is unable to obtain all necessary approvals for the construction of the Off-Site Improvements from any governmental agency, the PCCDD may terminate this Agreement. If the PCCDD fails to begin construction of the Off-Site Improvements on or before three (3) years from the Effective Date of this Agreement, this Agreement shall be null and void.

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

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

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

Polk County Office of Planning and Development  
ATT: Concurrency & Entitlements Manager  
330 West Church Street  
Bartow, FL 33830

Polk County Roads & Drainage Division  
ATT: Roads & Drainage Director  
3000 Sheffield Road  
Winter Haven, FL 33880

Owner: Lake Wales Property Holdings, LLC  
c/o BTI Partners, LLC  
401 E. Las Olas Boulevard, Suite 1870  
Fort Lauderdale, Florida 33301  
Attn: Noah Breakstone  
Email: nbreakstone@btipartners.com

Copy to: 9 Old Kings Highway South, 4th Floor  
Darien, CT 06820  
Attn: Marc Proof and Jordan Socaransky  
Email: legaltrx@westportcp.com  
jsocaransky@westportcp.com

CDD: Peace Crossing Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: Craig Wrathell  
wrathellc@whhassociates.com

Copy to: Kutak Rock, LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: Michael Eckert, Esq.  
Michael.Eckert@kutakrock.com

**5.6 Public Records.** Pursuant to Section 119.0701, Florida Statutes, the PCCDD shall comply with its obligations pertaining to Florida Public Records' laws, and shall:

- a. The PCCDD acknowledges Polk 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 material created under this Agreement. The PCCDD 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

PCCDD shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

- b. Without in any manner limiting the generality of the foregoing, the PCCDD acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall:
  - i. Keep and maintain public records required by the COUNTY to perform the service.
  - ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the PCCDD does not transfer the records to the COUNTY.
  - iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the PCCDD or keep and maintain public records required by the COUNTY to perform the service. If the PCCDD keeps and maintains public records upon completion of the contract, the PCCDD shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.
- c. **IF THE PCCDD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PCCDD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT POLK COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

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

**5.7 Records and Audits.** The PCCDD shall maintain in its primary administrative office all

original books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the PCCDD's, primary administrative office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection by the County, or its duly authorized agent or representative, upon ten (10) business day's prior written notice.

## **5.8 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 PCCDD, its Construction Contractor, 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 PCCDD, its Construction Contractor or any subcontractor thereof. PCCDD acknowledges and agree that (i) the Parties may not enter into this Agreement, and the PCCDD's Construction Contractor may not enter into any subcontracts, unless its Construction Contractor, and each party to any subcontracts, 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 the County may treat a failure to comply as a material breach of this Agreement.
- c. By entering into this Agreement, the PCCDD 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 its Construction Contractor and all subcontractors thereof to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The PCCDD shall maintain a copy of such affidavits for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. 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 PCCDD, the PCCDD may not be awarded a public contract for a period of 1 year after the date of termination. The PCCDD shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

**5.9 Amendment.** This Agreement may only be amended and modified by an instrument in writing executed by the Parties hereto or their successors or assigns in interest.

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

**5.11 Assignment and Successors.** This Agreement shall be binding upon and the benefits and obligations of this Agreement shall inure to all successors or assigns of the Parties to this Agreement, regardless of the name of the successors or assigns. In the event that PCCDD this Agreement and its rights, obligations, and responsibilities hereunder to a third party, PCCDD shall provide written notice to the County.

**5.12 Disclaimer of Third-Party Beneficiaries.** Owner is a direct third-party beneficiary to this Agreement. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any other third party not a formal party hereto, except any successors in interest of the Owner, the PCCDD, or the County.

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

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

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

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

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

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

**5.19 Performance Bond.** Prior to commencement of construction of the Off-Site Improvements, the PCCDD shall cause its Construction Contractor to provide a performance bond for the construction of the Off-Site Improvements.

**5.20 Release.** For and in consideration of the mutual agreements set forth herein, the PCCDD s the terms and conditions of this Agreement are reasonable under the totality of the circumstances, and the PCCDD, for itself, and on behalf of its successors, assigns or trustees, and anyone claiming by, through, or under any of them, does hereby fully waive, release and forever discharge Polk County from and against any claims for inverse condemnation, regulatory takings, U.S.C. Section 1983, or claims under Chapter 70, Florida Statutes, arising out of or resulting from the terms and conditions hereof. The PCCDD acknowledge and agree that its agreement to this release is a material inducement to Polk 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 PCCDD may be entitled.

**5.21 Limitation of Liability.** IN NO EVENT SHALL POLK COUNTY BE LIABLE TO THE THE PCCDD FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY POLK COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

**5.22 Self-Help Provision.** In the event the County desires to expedite the overall construction of the Off-Site Improvements and the PCCDD has not commenced with construction of the Off-Site Improvements, the County shall be permitted, upon delivery of written notice to Owner and the PCCDD, to assume the PCCDD's responsibilities related to the construction of the Off-Site Improvements. In such event, the County shall be entitled to ownership of the Plans and Specifications and all permits (including environmental permits) granted to the PCCDD in connection with the Off-Site Improvements and the PCCDD shall use its diligent, good faith efforts to ensure the successful transfer of the same to the County. In the event the County exercises its

rights under this provision, the PCCDD, shall make a lump sum payment of the PCCDD's Costs to Polk County satisfying all of the Project's obligations to Polk County for the Off-Site Improvements, with a credit to the PCCDD for the costs expended by Owner and PCCDD related to the design, permitting and construction of the Off-Site Improvements up to the date of assumption by the County under this section 5.22

**5.23 FILING.** The County Board and the District Board hereby authorize and direct, after execution of this Interlocal Agreement by the duly qualified and authorized officers of each of the parties hereto, that this Interlocal Agreement be filed with the Clerk of the Circuit Court of Polk County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this AGREEMENT on the respective dates under each signature, by and through their authorized representatives.

**COUNTY**

BOARD OF COUNTY COMMISSIONERS OF POLK  
COUNTY

\_\_\_\_\_  
Rick Wilson, Chair

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(SEAL)

ATTEST: Stacy M. Butterfield, Clerk

\_\_\_\_\_  
Deputy Clerk

Approved by County Attorney  
As To Form and Legal Sufficiency:

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

**PCCDD**

Peace Crossing Community Development

WITNESSES  
District

Secretary / Assistant Secretary

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

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

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

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Print Name of Witness #1

\_\_\_\_\_  
Witness #2

\_\_\_\_\_  
Print Name of Witness #2

State of \_\_\_\_\_

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

The foregoing instrument was hereby acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of Peace Crossing Community Development District on behalf of the district. He/She is  personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print Name of Notary Public

My Commission Expires \_\_\_\_\_



# Exhibit List

- Exhibit A - Legal Description
- Exhibit B – Project Site Plan
- Exhibit C- Summary of Traffic Study
- Exhibit D- Off-Site Improvements
- Exhibit E - Opinion of Probable Costs
- Exhibit F- County/PCCDD Allocation Schedule
- Exhibit G- Proportionate Share Exhibit
- Exhibit H – County Reimbursement Requirements

## Exhibit "A" - Legal Description

### Exhibit A: Legal Description of Lake Wales Mixed Use GDP

PARCEL 1: ALL OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING SOUTH OF CR17A.

PARCEL 2: THE N  $\frac{1}{2}$  OF THE NW  $\frac{1}{4}$  AND THE EAST  $\frac{1}{2}$  OF SECTION 20, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 3: THE S  $\frac{1}{2}$  OF SECTION 21, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, EAST OF MAIN CANAL AND WEST OF HWY NO. 27.

PARCEL 4: ALL OF SECTION 21, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING WEST OF PEACE CREEK CANAL.

PARCEL 5: THE N  $\frac{1}{2}$  OF THE NE  $\frac{1}{4}$ , WEST OF HIGHWAY AND THE NE  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$ , LESS EAST 1034 FEET OF SOUTH 1020 FEE AND THE W  $\frac{1}{2}$  OF THE NW  $\frac{1}{4}$  AND THE NW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  AND THE SW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$ , WEST OF CANAL, ALL IN SECTION 28, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 6: ALL OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, SOUGH OF MAIN CANAL, LESS S  $\frac{1}{2}$  OF THE SE  $\frac{1}{4}$  OF THE SE  $\frac{1}{4}$  AND LESS ROAD RIGHT-OF-WAY.

PARCEL 7: THE N  $\frac{1}{2}$  OF THE NE  $\frac{1}{4}$  OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, NORTH OF CANAL.

PARCEL 8: THE E  $\frac{1}{2}$  OF THE SE  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$ , SOUTH OF CANAL, LESS THE WEST 740 FEET, ALL IN SECTION 30, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

TOGETHER WITH:

PARCEL 1: THE EAST  $\frac{1}{2}$  FO THE NE  $\frac{1}{4}$  OF THE NW 14, LESS THE NORTH 300 FEET THEREOF, IN SECTION 28, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 2: THE SOUTH 120 FEET OF THE EAST 374 FEET OF THE WEST  $\frac{1}{2}$  OF THE NE  $\frac{1}{4}$  FO THE NW  $\frac{1}{4}$  OF SECTION 28, TOWNSHIP 29 SOUTH, RANGE 27 EAST, PLK COUNTY, FLORIDA.

TOGETHER WITH:

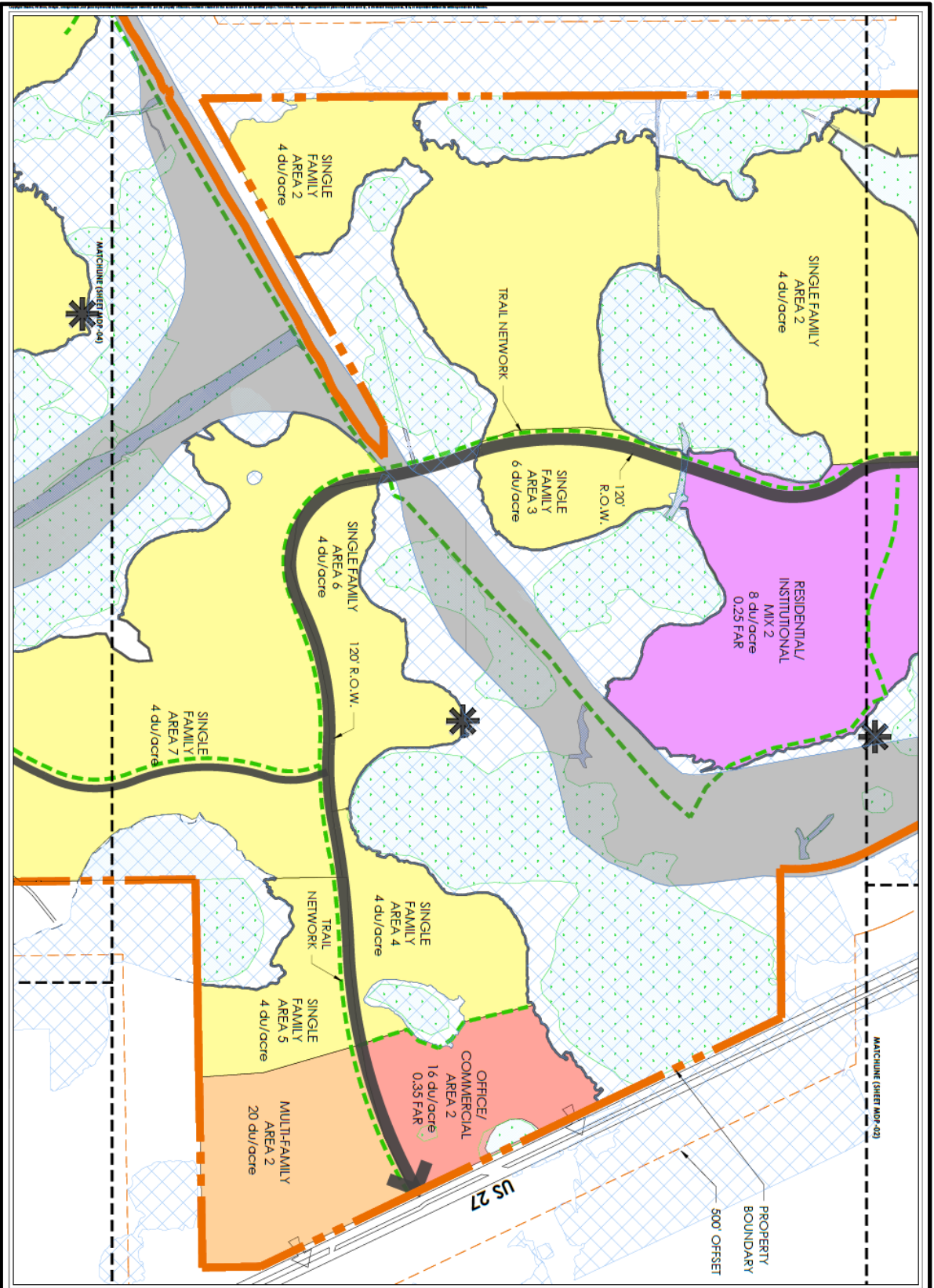
THE SE  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$ ; AND THE EN 1\*4 OF THE SW  $\frac{1}{4}$ ; ALL BEING IN SECTION 28, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

LESS AND EXCEPT THAT PROPERTY CONVERED IN WARRANTY DEEDS RECORDED IN OFFICIAL RECORD BOOK 3184, PAGE 2293 AND OFFICIAL RECORD BOOK 3872, PAGE 2035, PUBLIC RECORDS OF THE POLK COUNTY, FLORIDA..

SUBJECT TO THE MAINTAIN RIGHT-OF-WAY FOR CONNOR ROAD RECORDED IN MAP BOOK 23, PAGE 72-77, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.







**Stantec**

Stantec Consulting Services Inc.  
 10000 Lake Wales Road  
 Tampa, Florida 33602 U.S.A.  
 Phone: 813.225.5500  
 Fax: 813.225.0089  
 www.stantec.com

CLIENT  
**BRI PARTNERS**

**LAKE WALES MIXED USE DEVELOPMENT**  
 LAKE WALES, FLORIDA

REFERENCES

- WATER
- ROADWAY
- RIGHT-OF-WAY
- 120' R.O.W.
- 500' OFFSET PROPERTY BOUNDARY
- TRAIL NETWORK
- PROPOSED ACCESS ROAD

SHEET INFORMATION  
**3 OF 6; 24" X 36"**

PROJECT NUMBER  
**215617407**

SUBMITTAL DATE  
**AUG 2022**

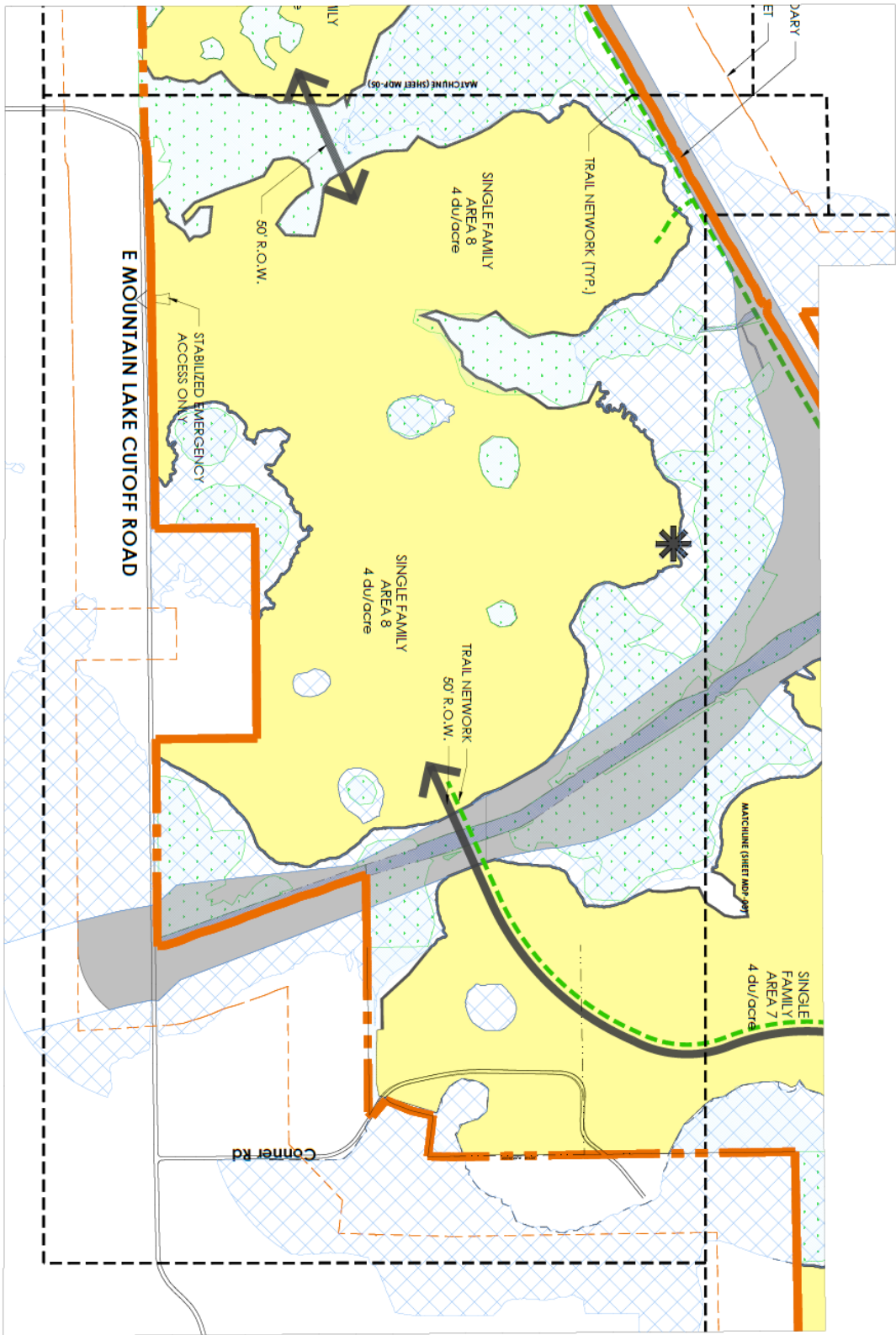
PRELIMINARY PLAN  
 NOT FOR CONSTRUCTION

**MASTER DEVELOPMENT PLAN**

DATE: August 22, 2022  
 EMPLOYEE: EKH  
 PROJECT #: 215617407

**MDP-03**

These drawings are prepared and presented for the use of the client. They are not to be used for any other purpose without the written consent of the engineer.



**Stantec**

Stantec Consulting Services, Inc.  
 2777 International Blvd., Suite 400  
 Tampa, Florida 33607 U.S.A.  
 Phone: 813.233.8300  
 Fax: 813.233.0099  
 www.stantec.com

CLIENT  
**BPI PARTNERS**

LAKE WALES MIXED USE DEVELOPMENT  
 LAKE WALES, FLORIDA

- LEGEND**
- WETLAND
  - WOODLAND
  - WATER
  - PROPERTY BOUNDARY
  - 50' R.O.W. OF PROPERTY BOUNDARY
  - STABILIZED EMERGENCY ACCESS ONLY (SEE NOTE)
  - TRAIL NETWORK (50' R.O.W.)
  - MAINTENANCE LANE

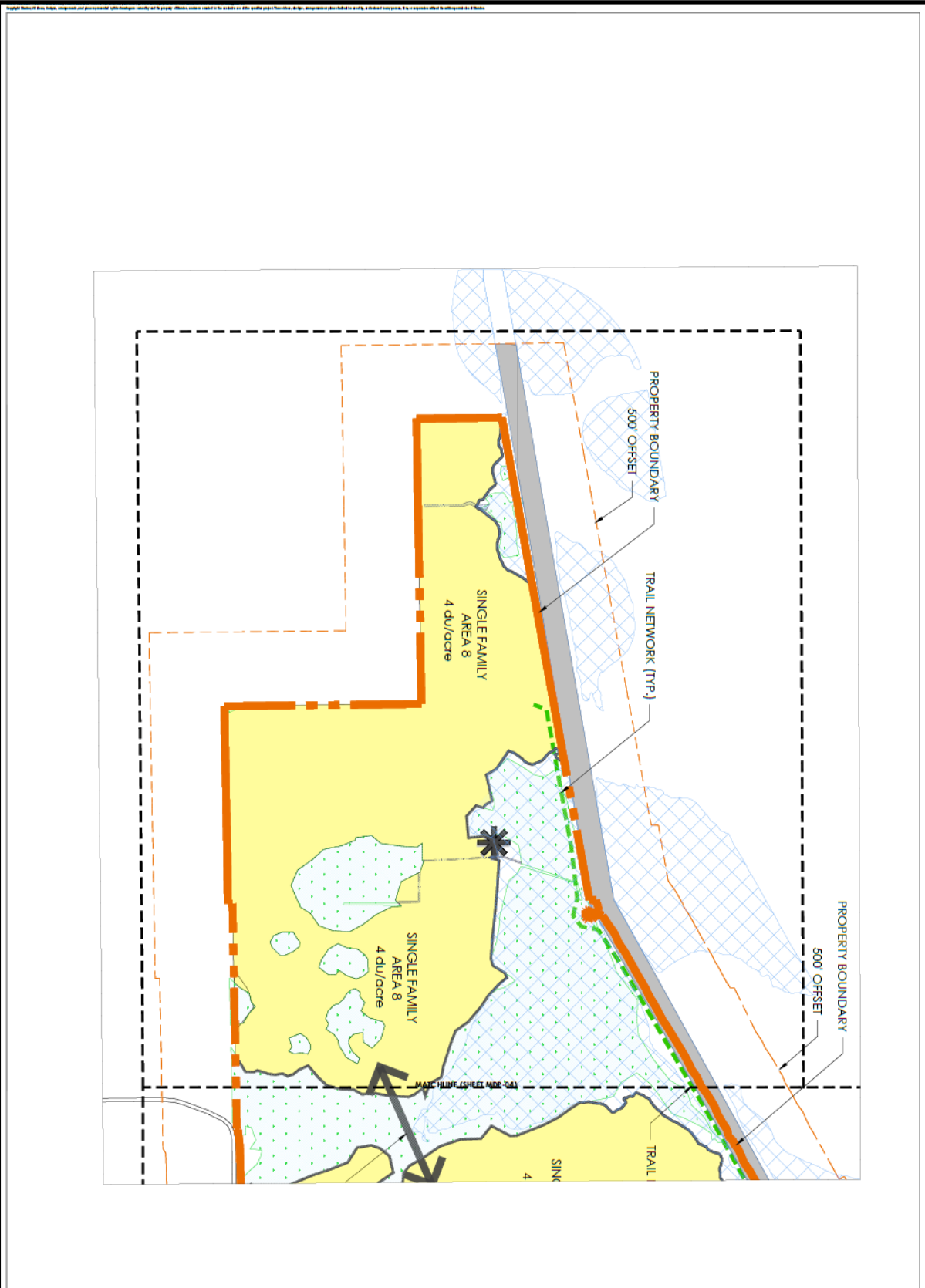
**SHEET INFORMATION**  
**4 OF 6, 24"X36"**  
 PROJECT NUMBER  
**215617407**  
 SUBMITTAL DATE  
**AUG 2022**

**MASTER DEVELOPMENT PLAN**  
 PRELIMINARY PLAN  
 NOT FOR CONSTRUCTION

1. PRELIMINARY PLAN  
 2. PRELIMINARY PLAN  
 3. PRELIMINARY PLAN  
 4. PRELIMINARY PLAN  
 5. PRELIMINARY PLAN  
 6. PRELIMINARY PLAN  
 7. PRELIMINARY PLAN  
 8. PRELIMINARY PLAN  
 9. PRELIMINARY PLAN

DATE: August 22, 2022  
 EMPLOYER: BHI  
 PROJECT #: 215617407

**MDP-04**



**Stantec**

Stantec Consulting Services Inc.  
2777 Redwood Street, Suite 400  
Tampa, Florida 33607 USA  
Phone: 813.223.5900  
Fax: 813.223.6899  
www.stantec.com

CLIENT  
**B7I PARTNERS**

PROJECT  
**LAKE WALES MIXED USE DEVELOPMENT**  
LAKE WALES, FLORIDA

REVISIONS

NO.	DATE	DESCRIPTION
1	08/22/22	ISSUED FOR PERMIT
2	08/22/22	ISSUED FOR PERMIT
3	08/22/22	ISSUED FOR PERMIT
4	08/22/22	ISSUED FOR PERMIT
5	08/22/22	ISSUED FOR PERMIT

DATE: August 22, 2022  
EMPLOYEE: EKH  
PROJECT #: 215617407

**MDP-05**

**PRELIMINARY PLAN**  
NOT FOR CONSTRUCTION

**MASTER DEVELOPMENT PLAN**

**SHEET INFORMATION**  
5 OF 6: 24" X 36"

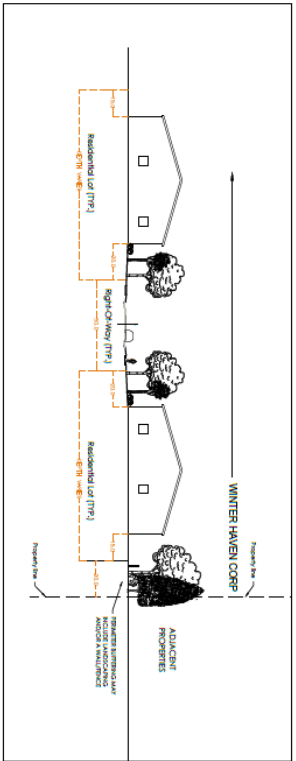
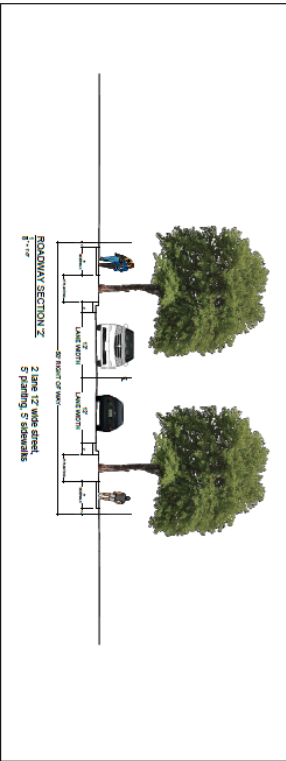
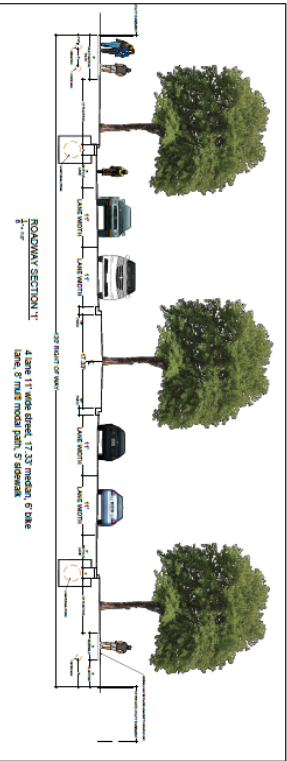
PROJECT NUMBER  
**215617407**

SUBMITTAL DATE  
**AUG 2022**

LEGEND

- PROPERTY BOUNDARY
- 500' OFFSET
- TRAIL NETWORK (TYP.)
- SINGLE FAMILY AREA 8 4 du/acre
- TRAIL
- SINK
- MANIC PLANT (SHELF MADE PALM)
- SYMBOL - WATER AREA

Project Name: Lake Wales, FL, Stantec and its personnel shall not be responsible for any errors or omissions on this drawing. The client shall be responsible for the accuracy of the information provided on this drawing. The client shall be responsible for the accuracy of the information provided on this drawing. The client shall be responsible for the accuracy of the information provided on this drawing.



**LEGAL DESCRIPTION**

THE PROPERTY DESCRIBED HEREON IS PART OF THE WINTER HAVEN CORP. TRACT, COMMENCED BY DEED TO WINTER HAVEN CORP., RECORDED IN PUBLIC RECORDS OF DEKALB COUNTY, GEORGIA, BOOK 100, PAGE 100. THE PROPERTY DESCRIBED HEREON IS PART OF THE WINTER HAVEN CORP. TRACT, COMMENCED BY DEED TO WINTER HAVEN CORP., RECORDED IN PUBLIC RECORDS OF DEKALB COUNTY, GEORGIA, BOOK 100, PAGE 100.

DATE	2022
BY	[Signature]
TITLE	PROJECT MANAGER
DATE	2022
BY	[Signature]
TITLE	PROJECT MANAGER

**Stantec**  
Stantec Consulting Services Inc.  
777 Harbour Street, Suite 400  
Toronto, Ontario M5G 1S2, CAN.  
Phone: 813.225.0000  
Fax: 813.225.0001  
www.stantec.com

**CLIENT**  
BRI PARTNERS  
**LAKE WALES MIXED USE DEVELOPMENT**  
LAKE WALES, FLORIDA

**REVISIONS**

NO.	DATE	DESCRIPTION
1	2022	ISSUED FOR PERMIT
2	2022	ISSUED FOR CONSTRUCTION

**SHEET INFORMATION**  
6 OF 6, 24"X36"  
PROJECT NUMBER  
215617407  
SUBMITTAL DATE  
AUG 2022

**MASTER DEVELOPMENT PLAN DETAIL SHEET**

**PRELIMINARY PLAN**  
NOT FOR CONSTRUCTION

DATE: August 22, 2022  
EMPLOYEE: EHM  
PROJECT #: 215617407

**MDP-06**

## Exhibit C- Summary of Traffic Study



Stantec Consulting Services Inc.  
6920 Professional Parkway East  
Sarasota, Florida 34240  
Tel: 941-907-6900

July 19, 2024

Via: email

File: 215617652

Reference: **Summary of Lake Wales Mixed Use Traffic Study**

To whom it may concern,

#### Phase 1 Summary:

The following eight uses were approved as part of the Lake Wales Mixed-Use Development TIA. Phase 1 can consist of any of the eight uses (or combination of multiple uses) as long as the trip generation from the use(s) does not exceed 1,002 net external PM peak-hour trips.

1. Single Family Detached dwelling units
2. Single Family Attached dwelling units
3. Multi-Family dwelling units
4. Single Family Senior Adult dwelling units
5. Multi-Family Senior dwelling units
6. Commercial/Retail uses
7. Office uses
8. Assisted Living Facility

#### Buildout Summary:

The approved Traffic Study for the subject project included the following development totals:

- 1,900 single-family detached dwelling units
- 600 single-family attached dwelling units
- 800 multi-family housing dwelling units
- 700 age-restricted single-family detached units
- 400 age-restricted single-family attached units
- 250,000 square feet of commercial
- 100,000 square feet of office
- 200,000 square feet of assisted living

The report included a summary table (Table 35: Summary of All Improvements through Build Out – this table is attached for ease of reference) which shows background improvements and project improvements.

Sincerely,

**Stantec Consulting Services Inc.**

A handwritten signature in blue ink that reads "Travis Fledderman".

Travis Fledderman, PE  
Project Manager, Senior Associate  
Tel: 941-907-6900  
E-Mail: [travis.fledderman@stantec.com](mailto:travis.fledderman@stantec.com)

cc: Melanie Smith, PE, Mel-Haven Engineering, LLC

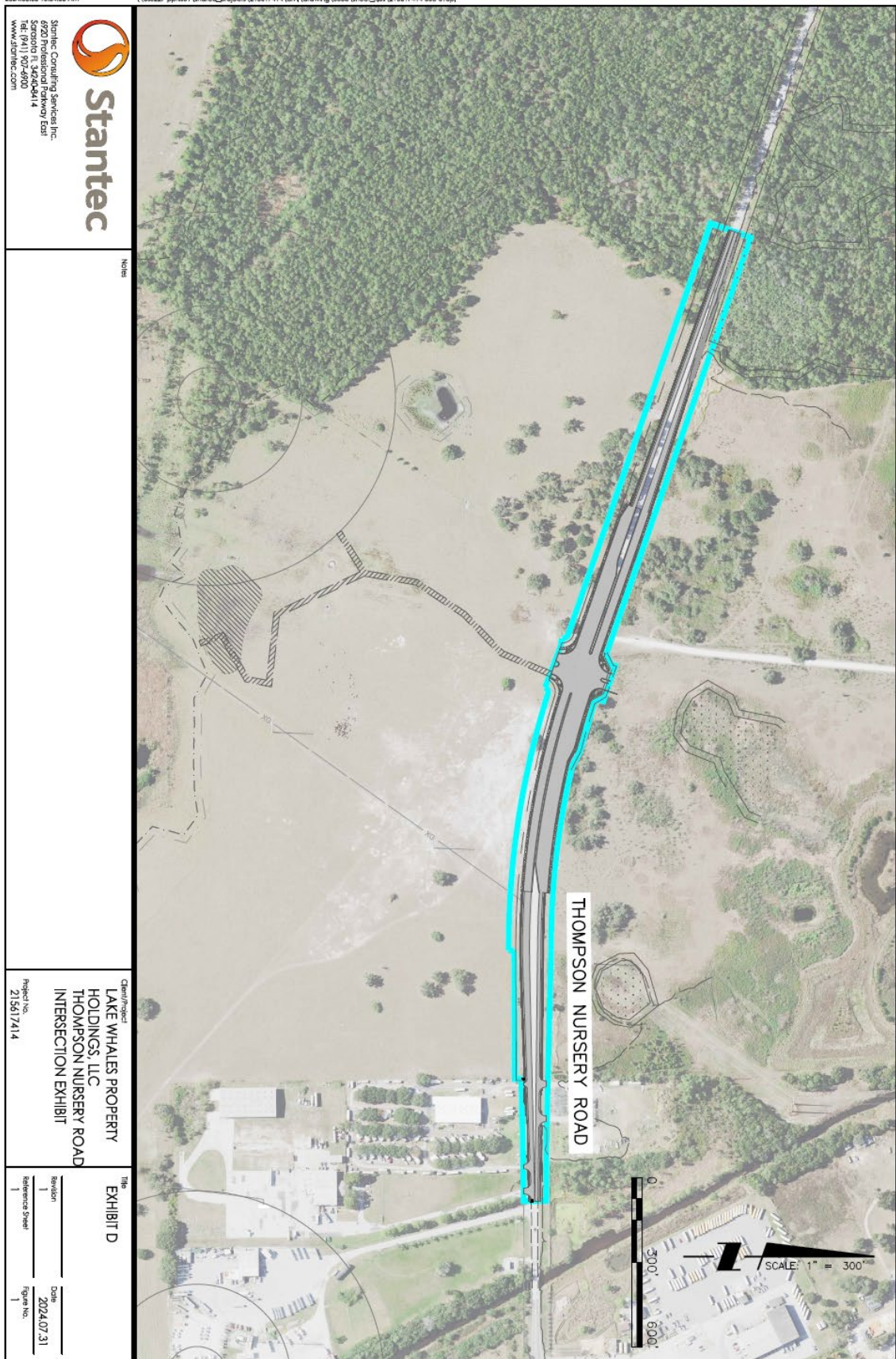
Design with community in mind

Yus0227-ppfs01\shared\_projects\215617414\admin\documents\final\_documents\letter\let\_tnr\_polk\_co\_traffic\_07\_20240719.docx

**Table 35: Summary of All Improvements through Build Out**

Improvement Location	Background Improvements (Not Project Related)	Project Improvements
<b>Intersections</b>		
US 27 at SR 544	Add: 2nd NBL and receiving lane; 3rd EBL; Add overlap phases: EBR; WBR Change cycle length to 150 seconds in AM/PM	Add 2nd WBT lane (receiving lane already in place from NBL in Phase 2)
US 27 at SR 542	Add overlap phases: EBR Change cycle length to 150 seconds in PM	
US 27 at SR 540	Add: 2nd EBR Add overlap phases: EBR, SBR	
US 27 at Star Lake Drive	Add: WBL	
US 27 at Thompson Nursery Rd	Add overlap phases: NBR, SBR, EBR, WBR	Add: 2nd NBL; 2nd EBL
US 27 at Project Driveway		Add: 2 NBL; SBR; EBL; EBR Add overlap phase: EBR Signalize
US 27 at E. Mountain Lake Cutoff	Add overlap phase: WBR	Change cycle length to 150 seconds in PM
Thompson Nursery Rd at Project Driveway		Add: 2 WBL; EBR; NBL; NBR Add overlap phase: NBR Signalize
Chalet Suzanne Rd at Serenity Blvd/Eagle Ridge Mall		Signalize
SR 17 at Burns Avenue	Signalize with protected SBL Add overlap phase: WBR	
SR 60 at Alturas Rd/Old Lake Wales Rd	Add: NBL Change cycle length to 150 seconds in AM/PM	
SR 60 at CR 655/Rife Range Rd	Add: 2nd SBL Change cycle length to 150 seconds in AM/PM	

# Exhibit D- Off-Site Improvements



**Stantec**  
 Stantec Consulting Services, Inc.  
 6920 Professional Parkway East  
 Denver, CO 80231  
 Tel: (303) 733-6600  
 Fax: (303) 733-6601  
 www.stantec.com

Notes

Client/Project:  
 LAKE WHALES PROPERTY  
 HOLDINGS, LLC  
 THOMPSON NURSERY ROAD  
 INTERSECTION EXHIBIT

Project No.: 215617414

Revision: 1 Date: 2024.07.31

Reference Sheet: 1 Figure No.: 1

# Exhibit E - Opinion of Probable Costs



Thompson Nursery Rd Intersection EOPC - May 21, 2024  
 Lake Wales Property Holdings, LLC / Peace Crossing CDD  
 Lake Wales Mixed Use Project (Viaterra)

## Improvements

Item	Category	Category Total
Complete Project per Contractor's Proposal (Total TNR ROW Work per Add Alt #2)*		\$6,024,635.24

**Note: This Opinion of Probable Cost addresses the road improvements and does not include utility relocations/improvements. The Owner is not seeking participation/reimbursement for utility relocation/improvement from the County. As such, consider the following breakdown:**

Items subject to reimbursement agreement:		
#1	Roadway improvements	\$4,327,891.96
#2	Estimated Additional Costs After Bid (misc striping, storm, BMPs, temp asphalt, etc)	\$170,000.00
<b>Total Roadway Improvements (#1 + #2)</b>		<b>\$4,497,891.96</b>
#3	Traffic signal	\$852,320.95
<b>Total amount subject to reimbursement percentages (#1 + #2 + #3) (see Exhibit F)</b>		<b>\$5,350,212.91</b>

### Certificate of Cost Estimate

I, Travis J. Fledderman, P.E. , hereby submit that my opinion of cost for the improvements itemized herein is Five Million Three Hundred Fifty Thousand Two Hundred Twelve Dollars and Ninety One Cents (\$5,350,212.91).

Signed and Sealed on this 12th day of August, 2024



Signed: \_\_\_\_\_  
 Travis J. Fledderman, P.E.  
 Florida Licensed Engineer No. 82341  
 Certificate of Authorization No. 27013

\*Total project amount subject to change. See exhibit F for change order reimbursement schedule.



Lake Wales Spine Road

Add Alt #2 - Thompson Nursery Road ROW Work per Thompson Nursery Road Plans

Roadway costs  
(86%, 5%, 9% split)  
\$4,327,891.96

Item	Quantity	Unit	Unit Price	Total
<b>Roadways &amp; Pavement</b>				
1" Friction Course FC - 9.5 (Traffic C) (Rubber)	22,311	SY	\$15.00	\$334,665.00
4" Traffic C Type SP Structural Course	22,311	SY	\$49.73	\$1,109,526.03
Optional Base Group II	23,100	SY	\$37.94	\$876,414.00
12.5" Type B Stabilization LBR 40	25,022	SY	\$14.00	\$350,308.00
Signage, Striping and Pavement Markings	1	LS	\$72,504.66	\$72,504.66
Maintenance of Traffic	1	LS	\$726,549.02	\$726,549.02
Demolition	1	LS	\$239,854.03	\$239,854.03
Traffic Signal Complete Installation	1	EA	\$753,427.19	\$753,427.19
Pole Cable Distribution System, Furnish and Install, Conventional	8	EA	\$12,361.72	\$98,893.76
4" Traffic Separator	618	LF	\$89.39	\$55,243.02
Type "E" Curb	2,797	LF	\$21.52	\$59,254.64
Type "E" Curb	1,375	LF	\$36.42	\$50,077.50
Concrete Sidewalk	1,890	SY	\$59.00	\$111,510.00
Handicap Ramps (w/detectable warnings)	8	EA	\$13,242.56	\$105,940.48
<b>Traffic signal costs (50% split):</b> <b>\$852,320.95</b>				<b>\$426,160.48</b>
<b>Drainage</b>				
FDOT Type 6 Inlet	6	EA	\$12,581.03	\$75,486.18
Under Drain	1	EA	N/A	\$32,293.86
Storm Manhole	3	EA	\$10,764.62	\$32,293.86
18" RCP	1,284	LF	\$161.43	\$207,276.12
<b>Utilities</b>				
12" Watermain	1,759	LF	\$105.06	\$184,800.54
12" Potable Water Valve	3	EA	\$5,600.67	\$16,802.61
8" Watermain	40	LF	\$52.26	\$2,090.40
Potable Water Main Fittings	1	LS	\$138,956.06	\$138,956.06
Water Main Testing per City of Lake Wales Standards	1	LS	\$9,317.51	\$9,317.51
12" Reclaim	1,543	LF	\$104.04	\$160,533.72
12" Reclaim Gate Valve	2	EA	\$5,551.79	\$11,103.58
Reclaim Main Fittings	1	LS	\$29,222.85	\$29,222.85
Reclaim Main Testing per City of Lake Wales Standards	1	LS	\$6,584.23	\$6,584.23
8" Forcemain	2,408	LF	\$63.00	\$151,704.00
8" Sanitary Gate Valve	1	EA	\$3,045.17	\$3,045.17
Force Mains Fittings	1	LS	\$120,695.19	\$120,695.19
Sanitary Sewer Testing Per City of Lake Wales Standards	1	LS	\$9,566.47	\$9,566.47
*Storm Sewer Testing - Per FDOT Requirements	1	LS	\$14,687.34	\$14,687.34
<b>Add Alt #2 - Thompson Nursery Road ROW Work per Thompson Nursery Road Plans Total =</b>				<b>\$6,024,635.24</b>

Utilities to be reimbursed by City of Lake Wales (not subject to cost share with Utility costs: \$844,422.33)

\*Note: this is not an FDOT project, however the owner has asked for storm testing per FDOT standards

Exhibit F- County/PCCDD Allocation Schedule



Exhibit F - County/Owner Allocation Schedule  
 Lake Wales Property Holdings, LLC / Peace Crossing CDD  
 Lake Wales Mixed Use Project (Viaterra)

Item	Category	Category Total
------	----------	----------------

**Cost Sharing Analysis**

**Item #1: Signal & Lighting**

Total Cost Split		
Polk Co Reimbursed by Ashton Lakes	50%	\$426,160.48
Lake Wales Property Holdings, LLC / Peace Crossing CDD	50%	\$426,160.48
<b>(1) TOTAL</b>		<b>\$852,320.95</b>

**Item #2: Roadwork: Earthwork, Paving, Grading, Drainage, General**

Total Cost Split		
Polk Co	86%	\$3,868,187.09
Polk Co Reimbursed by Ashton Lakes	5%	\$224,894.60
Lake Wales Property Holdings, LLC / Peace Crossing CDD	9%	\$404,810.28
<b>(2) TOTAL</b>		<b>\$4,497,891.96</b>

**TOTAL THOMPSON NURSERY ROAD CONSTRUCTION COSTS[ (1) + (2)] (PER EXHIBIT E) \$5,350,212.91**

**Item #3: Offsite Proportionate Share**

Lake Wales Property Holdings, LLC / Peace Crossing CDD -- See Traffic Study for backup	100%	\$146,531.00
--	------	--------------

**Item #4: Engineering and Design of Thompson Nursery Road**

Civil Engineering		\$411,900.00
Geotechnical Engineering		\$7,750.00
Total		\$419,650.00
50% Lake Wales Property Holdings, LLC / Peace Crossing CDD	50%	\$209,825.00
50% Polk Co	50%	\$209,825.00

**Final Summary**

Total Cost for Polk County =	\$4,729,067.16
Total Cost for Lake Wales Property Holdings, LLC / Peace Crossing CDD =	\$1,187,326.75
Total	\$5,916,393.91

**Change order cost allocation schedule:**

Signal related 50% Polk Co; 50% Lake Wales Property Holdings, LLC/Peace Crossing CDD  
 Roadway related: 91% Polk Co; 9% Lake Wales Property Holdings, LLC/Peace Crossing CDD



# Exhibit G- Proportionate Share Exhibit

## Lake Wales Mixed-Use Development Proportionate Share

Intersection	Improvement	Project Phase Requiring Improvement	Project Phase Tips	Total Traffic	Proportionate Fair Share Percentage	Total Improvement Cost (2022 Dollars)	FDOT Inflation Factor (2022 to 2024)	Inflation Adjusted Cost (2024 Dollars)	Project Proportionate Share
US 27 at SR 944	Add 2nd WBT <sup>1</sup>	3	133	6,935	1.9%	\$ 1,455,744	1.056	\$ 1,537,266	\$ 29,208
US 27 at Thompson Nursery Road	Add 2nd NBL <sup>2</sup>	3	553	6,904	8.0%	\$ 457,188	1.056	\$ 482,791	\$ 38,023
US 27 at Thompson Nursery Road	Add 2nd EBL <sup>3</sup>	2	476	6,050	7.9%	\$ 457,188	1.056	\$ 482,791	\$ 38,140
Chapel Suzanne Road at Serenity Boulevard	Signalize <sup>4</sup>	3	92	1,795	5.1%	\$ 753,124	1.056	\$ 795,299	\$ 40,560
<b>Total:</b>									<b>\$ 146,531</b>

Notes:  
<sup>1</sup>Cost for 2nd through lane based on District 7 total cost estimate for one mile of additional outside lane multiplied by 0.25 to for required 1/4-mile east of intersection (west side already in place as Phase 2 background improvement) and adjusted for inflation.  
<sup>2</sup>Cost for 2nd left-turn lane based on District 7 total cost estimate for 300-foot exclusive left-turn lane (rural section) of \$186,218 multiplied by 2.33 to match existing 700-foot turn lane and adjusted for inflation.  
<sup>3</sup>Cost for 2nd left-turn lane based on District 7 total cost estimate for 300-foot exclusive left-turn lane (rural section) of \$186,218 multiplied by 2.33 to provide for 700-foot turn lane and adjusted for inflation.  
<sup>4</sup>Cost for Signalization based on 2022 District 7 total cost estimate adjusted for inflation for signal at 4-lane x 4-lane intersection.

## Exhibit H- County Reimbursement Requirements

### COUNTY REIMBURSEMENT REQUIREMENTS

1. The Owner will be required to register with the County as a Vendor to allow for payment. Registration can take place as the following website:  
[www.polk-county.net/business/procurement/vendor-information/](http://www.polk-county.net/business/procurement/vendor-information/)
2. The Owner must submit pay requests that matches the fee schedule or exhibit that corresponds with agreement.
3. Back-up documentation must include copies of invoices or pay apps from contractor and or subcontractors.
4. The Owner must submit cleared payments. The County will only accept copy of cleared checks or bank statements as proof of payment. 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 Owner 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.
5. The County has 45 days from receipt of pay request to make payment. If the pay request is returned due to errors or incomplete documentation, the 45 day clock will start over again from the date of resubmission.
6. 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.

Any questions can be directed to the Roads and Drainage Fiscal Section by calling 863-535-2200 and ask for the Owner Agreement Reimbursement Coordinator.

