

**POWERLINE ROAD PHASE 2
PROPORTIONATE FAIR SHARE AGREEMENT
(Crosswinds West & Crosswinds East Developments)**

This Proportionate Share Agreement (the "Agreement") is made and entered into as of the Effective Date (defined in Section 3.8 below), by and between **JACKSTONE DEVELOPMENT LLC**, a Florida limited liability company (the "Developer"), **CASSIDY HOLDINGS GROUP, INC.**, a Florida Corporation ("CHG"); **CASSIDY HOLDINGS, LLC**, a Florida limited liability company ("CH"); **CASSIDY PROPERTY INVESTMENTS LLC**, a Florida limited liability company ("CPI"); **CHI WYN INVESTORS, LLC**, a Florida limited liability company ("CH-INV"); **CITRUS RESERVE, LLC**, a Florida limited liability company ("CR"); **ALMATT, LLC**, a Florida limited liability company ("ALM"); **BERRY INVESTMENT HOLDINGS, LLC**, a Florida limited liability company, F/K/A, **BERRY REAL ESTATE, LLC**, a Florida limited liability company ("BRE"); **GAMA INVESTORS, LLC**, a Florida limited liability company ("GI"); **JMBI REAL ESTATE, LLC**, a Florida limited liability company ("JMBI"); **GLK REAL ESTATE LLC**, a Florida limited liability company ("GLK"); **SLC IRA, LLC**, a Florida limited liability company ("SLC"); **ABC IRA, LLC**, a Florida limited liability company ("ABC"); and **NORTHEAST POLK LAND INVESTMENTS, LLC**, a Florida limited liability company ("NPLI" and collectively with CHG, CH, CPI, CH-INV, CR, ALM, BRE, GI, JMBI, GLK, SLC, and ABC the "Owners"), and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 (hereinafter referred to as "Polk County" or "County") pursuant to the authority of Section 163.3180, Florida Statutes (2024). Developer, Owners, and Polk County are referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Owners are the fee simple record title holder of certain real property located near **Power Line Road**, as more specifically described in the legal descriptions attached hereto as **Exhibit "A"** (the "Owners' Property"); and

WHEREAS, Developer has received approval to construct multi-phase single family and multi-family residential developments titled **Crosswinds West** and **Crosswinds East** on the Owners' Property (the "Project") as depicted in the plan attached hereto as **Exhibit "B"**; and

WHEREAS, the Project will be constructed in Phases (each, a "Phase" and collectively, the "Phases"); and

WHEREAS, access to the Project is primarily through **Power Line Road**, which is a County-maintained roadway; and

WHEREAS, an Infrastructure and Impact Fee Credit Agreement Power Line Road- Northern Extension Phase 1 was recorded in Official Records Book 12609, Page 1457, which contemplated certain improvements be made to Power Line Road (the "Northern Extension- Phase 1"); and

WHEREAS, an Infrastructure and Impact Fee Credit Agreement Power Line Road- Northern Expansion Phase 2 was recorded in Official Records Book 12888, Page 1216 which contemplated the designing and engineering the Northern Extension Phase 2 improvements in exchange for impact fee credits and cash reimbursement from the County (the "Northern Expansion- Phase 2"); and

WHEREAS, the Northern Expansion- Phase 2 specifically contemplated that the Owners may pursue a proportionate share agreement for impacts to Power Line Road without regard to whether the Northern Expansion-Phase 2 improvements are actually constructed; and

WHEREAS, on December 12, 2024, the Owners, or the Owners' predecessor in interest, and the City of Haines City (the "City"), entered into an Infrastructure Agreement for Power Line Road Intersection Improvements which agreement vested transportation concurrency for certain phases within Crosswinds East and Crosswinds West upon construction of certain improvements, as reflected in the City's approved Resolution 24-1844 (the "City Agreement"); and

WHEREAS, consistent with the City Agreement, certain portions of Crosswinds East has been vested with transportation concurrency for certain amounts of residential development and multi-family development; and

WHEREAS, the Developer has commissioned a traffic study by Raysor Transportation Consulting, LLC dated August 06, 2021, was subsequently amended and modified through and including a final revision on September 06, 2023 (the "Traffic Study"), which is incorporated herein by this reference, to identify certain improvements necessary to alleviate existing infrastructure deficiencies, project related impacts, and maintain the functionality of the transportation network, and

WHEREAS, the Traffic Study identified the transportation impacts for development of the Owners' Property that was not previously granted concurrency; and

WHEREAS, the Developer may pursue a Section 163.3180, Florida Statutes, proportionate share agreement for its respective impacts to County Road facilities for the Owners' Property that was not previously granted concurrency; and

WHEREAS, the Parties recognize and agree that Power Line Road Phase II Expansion has not been funded for construction; and

WHEREAS, the Project will generate deficient PM Peak Hour trip(s) (the "Excess Trip(s)") for certain County Facilities to operate below adopted Level of Service standards (the "Deficient Segments"); and therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, Developer has offered to provide County with proportionate share mitigation for the Excess Trips; and

WHEREAS, the County and Developer further acknowledge and agree that the total proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segments through the current anticipated Project buildout for the Owners' Property within Crosswinds West is two million four hundred seventy nine thousand three hundred thirty four dollars (\$2,479,334), subject to an automatic annual inflation rate of 3.0% as reflected in Section 2.2, (the "CWW Prop Share Total"), as described in **Exhibit "C"**; and

WHEREAS, the County and Developer further acknowledge and agree that the total proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segments through the current anticipated Project buildout for Crosswinds East is three million six hundred eighty five thousand nine hundred ninety-seven dollars (\$3,685,997), subject to an automatic annual inflation rate of 3.0% as reflected in Section 2.2, (the "CWE Prop Share Total"), as described in **Exhibit "D"**; and

WHEREAS, the Parties agree that the CWW Prop Share Total and the CWE Prop Share Total shall be divided into individual Per Phase Payments (each, a "Per Phase PS Payment" and collectively, the "Per Phase PS Payments") based on the number and type of units constructed, as described in **Exhibit "E"**; and

WHEREAS, this Agreement will provide the assurance to the Developer that upon payment of a Per Phase PS Payment, Developer shall be deemed to have satisfied all requirements for mitigation of the traffic

impacts for that certain phase of development of the Project on all roads affected by each Phase within the County's jurisdiction; and

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

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 Owners' Property is attached to this Agreement as Exhibit "A."

2.2 Calculation of PS Contributions. The estimated total amount of proportionate share payments for the remainder of the Project that have not been previously vested for transportation concurrency are as follows: CWW Prop Share Total is two million four hundred seventy nine thousand three hundred thirty four dollars (\$2,479,334); and CWE Prop Share Total is three million six hundred eighty five thousand nine hundred ninety-seven dollars (\$3,685,997), as described in Exhibit "C" and Exhibit "D", respectively (the CWW Prop Share Total and the CWE Prop Share Total being referred to collectively herein as the "PS Payments Total"); *provided, however*, that the proportionate share per Single Family Dwelling Unit and proportionate share per Townhome Dwelling Unit shall increase three percent (3%) per year beginning on the anniversary of the Effective Date, as reflected in Exhibit "E." to account for annual inflation of the cost to construct infrastructure improvements. The PS Payments Total may be divided into multiple Per Phase PS Payments and, in such event, each Per Phase PS Payment shall be based on the number and type of dwelling units, as shown in the tables set forth and the example calculations described in Exhibit "E." The Per Phase PS Payments were calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Developer and County agree that the Excess Trips will constitute the Project's impact on the Deficient Segment based upon (i) the Developer's Traffic Study, and (ii) the calculations described in Exhibits "C" and Exhibit "D". The Traffic Study is on file with the Land Development Division and available for inspection. The Developer and County further acknowledge and agree that the Per Phase PS Payments as set forth in Exhibit "E" shall be the final and binding calculation of the amount the Developer 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 Developer subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Section 2.5 below. Developer and County further acknowledge

and agree that the calculation of, and agreement regarding, the amount of the Per Phase PS Payments constitute material inducements for the parties to enter into this Agreement. The Owners further understands and agrees that Polk County reserves the right to allocate the PS Payment to one or more transportation improvements within the Project's transportation impact fee district.

2.3 Timing of PS Contribution, Issuance of Concurrency. Developer shall deliver a check to County for each Per Phase PS Payment as set out in Exhibit "E" for the total number of units in the phase prior to the approval of a final plat by the City of Haines City. The Developer is permitted to make PS Payments at any time prior to final plat. Within twenty-one (21) days following its receipt of a Per Phase PS Payment, County shall issue a certificate of concurrency sufficient to encumber traffic capacity for that certain Phase of the Project for which the corresponding Per Phase PS Payment has been made, irrespective of any actual traffic deficiency on the Deficient Segment.

2.4 Satisfaction of Transportation Improvement Requirements. County hereby acknowledges and agrees that upon Developer's completion of the contributions above and absent any change in the Project number of trips as set forth in section 2.5 below, Developer shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on County Road systems affected by the Project within County's jurisdiction through buildout of the Project. Additionally, nothing herein shall be construed to exempt Developer from meeting the requirements of all other applicable laws, regulations, and/or County Code provisions or from making the required payment of transportation impact fees applicable to the Project.

2.5 Increase in Project Trips. Developer acknowledges that any change to the Project which increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segment or other segments within the transportation impact area, as defined by County. Developer understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Developer is precluded from asserting any such vesting. In addition, Developer understands and agrees that any such changes resulting in an increase in trips may cause this Agreement to become null and void, or may require Developer's application for and execution of an amendment to this Agreement or a new proportionate share agreement with the County, in the sole discretion of the County, along with any other required documentation, for the number of increased trips.

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

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

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

2.9 Transportation Impact Fee Credits. Pursuant to Section 163.3180(5), Transportation Impact Fees shall be credited to Developer for payment of the Proportionate Share payment minus the percentage share that the Project's traffic represents of the added capacity of the selected improvements, subject to the caps and limitations provided under Chapter 163, Florida Statutes. The Transportation Impact Fee Credits shall be subject to Section 2.11 of the Polk County Amended and Restated Comprehensive Impact Fee Ordinance (Ord. No. 2019-056, as amended, referred to hereinafter as the "Ordinance") and the following requirements:

2.9.1 The total amount of Transportation Impact Fee credits issued hereunder shall be eighty percent (80%) of the Per Phase PS Payments. In the event a Per Phase PS Payment exceeds the applicable Transportation Impact Fees, Developer shall not be entitled to a refund for the amount of the Per Phase PS Payment in excess of the applicable Transportation Impact Fees.

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

2.9.3 The value of each impact fee credit(s) shall be in accordance with Section 163.31801(7), Florida Statutes. The submittal for impact fee credits shall occur during the site/construction plan (Level 2) review, in conjunction with granting concurrency for the Project or any future projects. Said submittal shall include a development site plan(s) and access to the County Road system approvals as granted by the County and the local government that has jurisdiction.

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

Article III MISCELLANEOUS PROVISIONS

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

3.1.1 Polk County:
Chairman
Polk County Board of County Commissioners 330 West Church Street
Bartow, Florida 33830 with a copy to:
County Attorney
Polk County Board of County Commissioners 330 West Church Street
Bartow, Florida 33830

Concurrency and Entitlements Director
Polk County Office of Planning and Development 330 West Church Street
Barlow, Florida 33830

3.1.2 Developer:

Jackstone Development, LLC
Attn. Kevin Chinoy
346 East Central Ave.
Winter Haven, FL 33880

With copy to:
Rennie Heath
Senior VP of Government Relations

346 East Central Avenue
Winter Haven, FL 33880

Shelton Rice
Peterson & Myers, P.A.
225 East Lemone Street
Suite 300
Lakeland, FL 33801

3.2 Amendment or Cancellation. No amendment, modification, or other change(s) to this Agreement shall be binding upon the Parties unless in writing and formally executed by all of the Parties.

3.3 Recordation. Within 14 days after Polk County approves and executes this Agreement, Polk County shall record the Agreement in the public records of Polk County, Florida. Polk County shall pay the costs of recording this Agreement as well as any amendment, cancellation, modification, extension, or revocation thereto.

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

3.4.1 This Agreement and the rights and obligations of the County and Developer hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the Laws of Polk County pursuant to the LDC, Polk County Comprehensive Plan, and any amendments thereto in effect on the Effective Date of this Agreement.

3.4.2 Venue for any litigation pertaining to the subject matter hereof shall be exclusively in the state courts in and for Polk County, Florida, or Federal Court in the Middle District of Florida, located in Tampa, Florida.

3.4.3 Each Party shall bear its own expense for any litigation resulting from this Agreement, which shall include but not be limited to attorney fees and applicable courts costs, including appellate proceedings.

3.4.4 If any section, clause, sentence or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

3.5 The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to develop the Owners' Property shall not relieve the Owners', the County, or their respective successors in interest, of the obligation to comply with the laws governing such permit requirements, conditions, terms and regulations, except as otherwise provided herein.

3.6 Successors; Notice of Transfer. This Agreement shall be binding upon and the benefits and obligations of this Agreement shall inure to all heirs, legal representatives, successors and assigns of the Parties to this Agreement, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Developer and upon any person, firm, corporation, or entity who may become the success in interest in the Owners' Property. Within thirty (30) days of the date of the Owners' transfer of any of its interests in the Property, the Owners shall provide notice to the County.

3.7 Entire Agreement. This Agreement contains the entire understanding between the Parties, and the

Parties agree that no representation was made by or on behalf of any Party that is not contained in this Agreement, and that in entering into this Agreement neither relied upon, or was entitled to rely upon, any representation not herein specifically set forth.

3.8 Effective Date / Term. This Agreement shall become effective upon the County's execution (the "Effective Date") and shall continue thereafter through the earlier to occur of: (1) the date which is thirty (30) days after Developer has made its final Per Phase PS Payment hereunder and County has issued the corresponding certificate of concurrency, as described in Section 2.3, above, and the parties have otherwise completed their respective duties hereunder; or (ii) the tenth (10th) anniversary of the Effective Date. Developer acknowledges and agrees that in the event any portion of the PS Payments are not made within ten (10) years of the Effective Date, this Agreement shall no longer apply to those unpaid portions of development in the Project, and no concurrency shall be reserved or vested hereunder with respect to said unpaid portions of the Project. Notwithstanding the foregoing, any impact fee credits issued during the term of the Agreement, shall survive the termination of the Agreement.

3.9 No Third-Party Beneficiaries. This Agreement is made for the sole benefit and protection of the Parties, their successors and assigns, and no other persons shall have any right of action hereunder.

3.10 Default and Opportunity to Cure. With exception of the timing of the PS Payment as set forth in Section 2.3, the Parties acknowledge and agree that in the event of a default by the Parties respecting an obligation under this Agreement, the non-defaulting Party or Parties shall provide notice of said default to the defaulting Party pursuant to Paragraph 3.1 above, and the defaulting Party shall have thirty (30) days after receipt of said notice within which to cure the default described in said notice.

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

3.12 Exhibits. All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by this reference.

3.13 Release. For and in consideration of the mutual agreements set forth herein, Developer agrees the terms and conditions of this Agreement are reasonable under the totality of the circumstances, and on behalf of its successors, assigns or trustees, and anyone claiming by, through, or under any of them, do hereby fully waive, release and forever discharge Polk County from and against any claims for inverse condemnation, regulatory takings, U.S.C. Section 1983, or claims under Chapter 70, Florida Statutes, arising out of or resulting from the terms and conditions hereof. Developer acknowledges and agrees that its agreement to this release is a material inducement to Polk County to enter into this Agreement. Developer agrees that this release is to the specific causes of action listed and should not be deemed a release of any non-listed causes of action to which the Developer may be entitled.

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

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

POLK COUNTY, a political subdivision of the State of Florida

(SEAL)

ATTEST: _____ (Clerk)

BY: _____
Chair, Board of County Commissioners

Date signed by Chair: _____

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ as, _____, on behalf of said company, by means of ☐ physical presence of ☐ online notarization ☐ who is personally known to me or ☐ has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)

Notary Public-State of Florida
Print Name: _____
My Commission Expiration Date: _____
My Commission Number: _____

JACKSTONE DEVELOPMENT LLC, a Florida limited liability company

BY: [Signature]

Print Name: Lauren O. Schuck

Title: Manager

Date: 6/29/26

WITNESSES

[Signature]

Witness

Print Name: Heather Cantu

Date: 6/29/26

[Signature]

Witness

Print Name: Kelly Henniksen

Date: 6/29/26

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 29th day of June, 2026, by Lauren Schuck as, Manager, on behalf of said company, by means of ☒ physical presence of ☐ online notarization ☒ who is personally known to me or ☐ has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)



[Signature]
Notary Public-State of Florida

Print Name: Jessica Spencer

My Commission Expiration Date: 12/4/2029

My Commission Number: HH 746490

CASSIDY HOLDINGS GROUP, INC., a Florida Corporation

BY: [Signature]

Print Name: Albert B. Cassidy

Title: Manager

Date: 6/29/26

WITNESSES

[Signature]

Witness

Print Name: Heather Cantu

Date: 6/29/26

[Signature]

Witness

Print Name: Karby Tomlinson

Date: 6/29/26

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 29th day of June, 2026, by Albert Cassidy as, Manager, on behalf of said company, by means of ☒ physical presence of [] online notarization ☒ who is personally known to me or [] has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)



[Signature]

Notary Public-State of Florida

Print Name: Jessica Spencer

My Commission Expiration Date: 12/4/2029

My Commission Number: HH 746490

CASSIDY HOLDINGS, LLC., a Florida limited liability company

BY: [Signature]

Print Name: Albert B. Cassidy

Title: Mgr. ABC M/M

Date: 6/29/26

WITNESSES

Heather Cantu

Witness

Print Name: Heather Cantu

Date: 6/29/26

Katy Henrickson

Witness

Print Name: Katy Henrickson

Date: 6/29/26

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 29th day of June, 2026, by Albert Cassidy as, Manager, on behalf of said company, by means of ☒ physical presence of ☐ online notarization ☒ who is personally known to me or ☐ has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)



[Signature]

Notary Public-State of Florida

Print Name: Jessica Spencer

My Commission Expiration Date: 12/4/2029

My Commission Number: HH746490

CASSIDY PROPERTY INVESTMENTS LLC, a Florida
limited liability company

BY: [Signature]

Print Name: Albert B. Cassidy.

Title: Mgr.

Date: 6/29/26

WITNESSES

[Signature]

Witness

Print Name: Heather Cantu

Date: 6/29/26

[Signature]

Witness

Print Name: Kelsey Henniken

Date: 6/29/26

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 29th day of June, 2026, by Albert Cassidy as, Manager, on behalf of said company, by means of ☒ physical presence of ☐ online notarization ☒ who is personally known to me or ☐ has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)



[Signature]

Notary Public-State of Florida

Print Name: Jessica Spencer

My Commission Expiration Date: 12/4/2029

My Commission Number: HH 746490

CHI WYN INVESTORS, LLC, a Florida limited liability company

BY: [Signature]
Print Name: Lauren O. Schwenk
Title: Manager
Date: 6/29/26

WITNESSES

[Signature]
Witness
Print Name: Heather Cantu
Date: 6/29/26

[Signature]
Witness
Print Name: Kalyn Hennicksen
Date: 6/29/26

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 29th day of June, 2026, by Lauren Schwenk as, Manager, on behalf of said company, by means of ☒ physical presence of ☐ online notarization ☒ who is personally known to me or ☐ has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)



[Signature]
Notary Public-State of Florida
Print Name: Jessica Spencer
My Commission Expiration Date: 12/4/2029
My Commission Number: HH 746490

CITRUS RESERVE, LLC, a Florida limited liability company

BY: Matthew Cassidy
Print Name: Matthew Cassidy
Title: Manager
Date: 6/30/26

WITNESSES

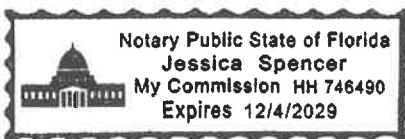
Heather Cantu
Witness
Print Name: Heather Cantu
Date: 6/30/26

Kaley Hurler
Witness
Print Name: Kaley Hurler
Date: 6/30/26

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 30 day of June, 2026, by Matthew Cassidy as, Manager, on behalf of said company, by means of ☒ physical presence of ☐ online notarization ☒ who is personally known to me or ☐ has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)



Jessica Spencer
Notary Public-State of Florida
Print Name: Jessica Spencer
My Commission Expiration Date: 12/4/2029
My Commission Number: HH 746490

ALMATT, LLC, a Florida limited liability company

BY: Matthew Cassidy

Print Name: MATTHEW CASSIDY

Title: MGR.

Date: 6/30/26

WITNESSES

Heather Cantu

Witness

Print Name: Heather Cantu

Date: 6/30/26

Katy Harkin

Witness

Print Name: Katy Harkin

Date: 6/30/26

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 30 day of June, 2026, by Matthew Cassidy as, Manager, on behalf of said company, by means of ☒ physical presence of ☐ online notarization ☒ who is personally known to me or ☐ has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)



Jessica Spencer

Notary Public-State of Florida

Print Name: Jessica Spencer

My Commission Expiration Date: 12/4/2029

My Commission Number: HH 746490

BERRY INVESTMENT HOLDINGS, a Florida limited liability company, F/K/A Berry REAL ESTATE, LLC, a Florida limited liability company

BY: [Signature]

Print Name: Jack Berry III

Title: Manager

Date: 7/1/26

WITNESSES

[Signature]

Witness

Print Name: Heather Cantu

Date: 7/1/26

[Signature]

Witness

Print Name: Katy Henriksen

Date: 7/1/26

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 1 day of JULY, 2026, by Jack Berry as, manager, on behalf of said company, by means of ☒ physical presence of ☐ online notarization ☒ who is personally known to me or ☐ has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)



[Signature]

Notary Public-State of Florida

Print Name: Jessica Spencer

My Commission Expiration Date: 12/4/2029

My Commission Number: HH 746490

GAMA INVESTORS, LLC, a Florida limited liability company

BY: [Signature]

Print Name: Albert B. Cassidy

Title: Mgr.

Date: 6/29/26

WITNESSES

[Signature]

Witness

Print Name: Heather Cantu

Date: 6/29/26

[Signature]

Witness

Print Name: Kaley Hennrichsen

Date: 6/29/26

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 29th day of June, 2026, by Albert Cassidy as, Manager, on behalf of said company, by means of ☒ physical presence of ☐ online notarization ☒ who is personally known to me or ☐ has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)



[Signature]

Notary Public-State of Florida

Print Name: Jessica Spencer

My Commission Expiration Date: 12/4/2029

My Commission Number: HH 746490

JMBI REAL ESTATE, LLC, a Florida limited liability company

BY: [Signature]

Print Name: Jack Berry III

Title: Manager

Date: 7/1/26

WITNESSES

[Signature]

Witness

Print Name: Heather Cortu

Date: 7/1/26

[Signature]

Witness

Print Name: Kaley Hennison

Date: 7/1/26

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 1 day of July, 2026, by Jack Berry as, manager, on behalf of said company, by means of ☒ physical presence of ☐ online notarization ☒ who is personally known to me or ☐ has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)



[Signature]

Notary Public-State of Florida

Print Name: Jessica Spencer

My Commission Expiration Date: 12/4/2029

My Commission Number: HH 746490

GLK REAL ESTATE LLC, a Florida limited liability company

BY:

Print Name:

Title:

Date:

[Signature]
Lauren O. Schunk
Mgr.
6/29/26

WITNESSES

[Signature]
Witness
Print Name: Heather Carter
Date: 6/29/26

[Signature]
Witness
Print Name: Kathy Hennickel
Date: 6/29/26

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 29th day of June, 2026, by Lauren Schunk as, Manager, on behalf of said company, by means of ☒ physical presence of ☐ online notarization ☒ who is personally known to me or ☐ has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)



Notary Public-State of Florida

Print Name:

My Commission Expiration Date:

My Commission Number:

[Signature]
Jessica Spencer
12/4/2029
HH 746490

SLC IRA, LLC, a Florida limited liability company

BY: [Signature]

Print Name: STEVEN L. CASSIDY

Title: MANAGER

Date: 6/30/26

WITNESSES

[Signature]

Witness

Print Name: Karla Henriksen

Date: 6/30/26

[Signature]

Witness

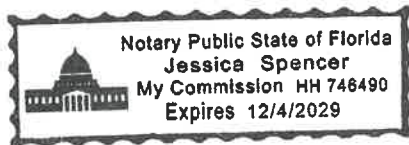
Print Name: Heather Cantu

Date: 6/30/26

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 2 day of JULY, 2026, by Steve Cassidy as, Manager, on behalf of said company, by means of ☒ physical presence of ☐ online notarization ☒ who is personally known to me or ☐ has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)



[Signature]
Notary Public State of Florida

Print Name: Jessica Spencer

My Commission Expiration Date: 12/4/2029

My Commission Number: HH 746490

ABC IRA, LLC, a Florida limited liability company

BY: _____

Print Name: Albert B. Cassidy

Title: Mgr.

Date: 6/29/26

WITNESSES

Heather Cantu

Witness

Print Name: Heather Cantu

Date: 6/29/26

Katy Henken

Witness

Print Name: Katy Henken

Date: 6/29/26

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 29th day of June, 2026, by Albert Cassidy as, Manager, on behalf of said company, by means of ☒ physical presence of ☐ online notarization ☒ who is personally known to me or ☐ has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)



Jessica Spencer

Notary Public-State of Florida

Print Name: Jessica Spencer

My Commission Expiration Date: 12/4/2029

My Commission Number: HH746490

NORTHEAST POLK LAND INVESTMENTS, LLC, a
Florida limited liability company

BY: [Signature]

Print Name: Albert B. Cassidy

Title: Manager

Date: 6/29/26

WITNESSES

[Signature]
Witness
Print Name: Heather Cantu
Date: 6/29/26

[Signature]
Witness
Print Name: Kathy Hennes
Date: 6/29/26

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 29th day of June, 2026, by Albert
Cassidy as, Manager, on behalf of said company, by means of ☒ physical presence
of ☐ online notarization ☒ who is personally known to me or ☐ has produced a driver's license as
identification.

(AFFIX NOTARIAL SEAL)



[Signature]
Notary Public-State of Florida
Print Name: Jessica Spencer
My Commission Expiration Date: 12/4/2029
My Commission Number: HH 746490

List of Exhibits

- Exhibit A – Legal Description
- Exhibit B – Project Site Plans
- Exhibit C – CWW Prop Share Total
- Exhibit D – CWE Prop Share Total
- Exhibit E – Purchase PS Payment and example

EXHIBIT "A"

CROSSWINDS WEST

LEGAL DESCRIPTION

A PORTION OF SECTIONS 15, 21 AND 22. TOWNSHIP 27 SOUTH, RANGE 27 EAST. POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 15; THENCE S00°00'03"E, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 1306.49 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE S89°39'31"W, ALONG SAID SOUTH LINE, A DISTANCE OF 2640.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE S00°00'03"E, ALONG SAID SOUTH LINE, A DISTANCE OF 1313.24 FEET TO A POINT ON THE NORTH 1/4 CORNER OF SAID SECTION 22; THENCE S00°05'35"E, ALONG THE EAST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 659.88 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE S89°30'34"W, ALONG SAID NORTH LINE, A DISTANCE OF 1320.84 FEET TO A POINT ON THE WEST LINE OF SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE S00°01'14"E, ALONG SAID WEST LINE, A DISTANCE OF 659.94 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE S00°00'07"E, ALONG SAID WEST LINE, A DISTANCE OF 1320.12 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE S89°30'49"W, ALONG SAID SOUTH LINE, A DISTANCE OF 661.46 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE N00°01'30"E, ALONG SAID WEST LINE, A DISTANCE OF 393.31 FEET; THENCE DEPARTING SAID WEST LINE, RUN S89°30'48"W, A DISTANCE OF 661.27 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE N00°03'07"E, ALONG SAID WEST LINE, A DISTANCE OF 926.69 FEET TO A POINT ON THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE N89°56'11"W, ALONG SAID SOUTH LINE, A DISTANCE OF 666.81 FEET TO A POINT ON THE WEST LINE OF EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE N00°00'59"E, ALONG SAID WEST LINE, A DISTANCE OF 1321.44 FEET TO A POINT ON THE NORTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE S89°48'46"E, ALONG THE NORTH LINE, A DISTANCE OF 667.63 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 15, THENCE N00°00'10"W, ALONG SAID WEST LINE,

A DISTANCE OF 660.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE N89°34'44"E, ALONG SAID SOUTH LINE, A DISTANCE OF 295.01 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N00°00'10"W, A DISTANCE OF 322.28 FEET; THENCE N89°37'19"E, A DISTANCE OF 698.74 FEET; THENCE N00°00'08"W, A DISTANCE OF 336.86 FEET TO A POINT ON THE SOUTH LINE OF THE E 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE S89°39'31"W, ALONG SAID SOUTH LINE, A DISTANCE OF 191.22 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N00°00'04"W, A DISTANCE OF 194.52 FEET; THENCE S89°30'43"W, A DISTANCE OF 142.54 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE N00°00'10"W, ALONG SAID WEST LINE, A DISTANCE OF 1124.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE N89°46'47"E, ALONG SAID SOUTH LINE, A DISTANCE OF 660.02 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N00°05'16"W, A DISTANCE OF 15.00 FEET; THENCE N89°46'47"E, A DISTANCE OF 834.19 FEET; THENCE N00°00'00"E, A DISTANCE OF 74.90 FEET; THENCE N90°00'00"E, A DISTANCE OF 177.37 FEET; THENCE N53°58'17"E, A DISTANCE OF 16.21 FEET; THENCE N76°37'31"E, A DISTANCE OF 174.10 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 42°38'32", A CHORD BEARING OF N37°02'23"W AND A CHORD DISTANCE OF 258.15 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 264.21 FEET TO THE END OF SAID CURVE; THENCE N66°05'14"E, A DISTANCE OF 130.66 FEET; THENCE S55°25'14"E, A DISTANCE OF 86.34 FEET; THENCE S29°49'44"E, A DISTANCE OF 72.12 FEET; THENCE S56°49'02"E, A DISTANCE OF 7.93 FEET; THENCE S40°08'18"E, A DISTANCE OF 52.51 FEET; THENCE N00°03'49"W, A DISTANCE OF 430.47 FEET; THENCE N89°52'18"E, A DISTANCE OF 1987.55 FEET; THENCE N00°00'15"W, A DISTANCE OF 640.20 FEET; THENCE N89°56'23"E, A DISTANCE OF 667.51 FEET TO A POINT ON THE EAST LINE OF SECTION 15; THENCE S00°00'03"E, ALONG SAID WEST LINE, A DISTANCE OF 1308.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 376 ACRES MORE OR LESS.

CROSSWINDS EAST

LEGAL DESCRIPTION: (PHASE 2A)

A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 23; THENCE S89°59'58"W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 480.06 FEET; THENCE DEPARTING SAID SOUTH LINE N00°00'02"W, A DISTANCE OF 118.88 FEET; TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 172.65 FEET, A CENTRAL ANGLE OF 54°03'15", A CHORD BEARING OF N39°24'27"E AND A CHORD DISTANCE OF 156.91 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 162.89 FEET TO THE END OF SAID CURVE; THENCE N00°50'18"E, A DISTANCE OF 206.67 FEET; TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 214.39 FEET, A CENTRAL ANGLE OF 68°46'35", A CHORD BEARING OF N37°57'47"W AND A CHORD DISTANCE OF 242.17 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 257.35 FEET TO THE END OF SAID CURVE; THENCE N90°00'00"W, A DISTANCE OF 701.02 FEET; THENCE N00°00'00"E, A DISTANCE OF 273.86 FEET; THENCE N90°00'00"E, A DISTANCE OF 157.67 FEET; THENCE N00°00'00"E, A DISTANCE OF 290.66 FEET; THENCE N90°00'00"E, A DISTANCE OF 111.18 FEET; THENCE N00°40'15"E, A DISTANCE OF 533.95 FEET; THENCE N24°06'29"W, A DISTANCE OF 29.16 FEET; THENCE N28°35'46"E, A DISTANCE OF 92.14 FEET; THENCE N00°00'00"E, A DISTANCE OF 71.51 FEET; THENCE S89°48'46"E, A DISTANCE OF 259.36 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE S00°07'14"W, ALONG SAID EAST LINE, A DISTANCE OF 639.73 FEET; THENCE DEPARTING SAID EAST LINE, RUN S89°58'29"E, A DISTANCE OF 1322.62 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 24; THENCE S00°07'29"W, ALONG SAID EAST LINE, A DISTANCE OF 979.45 FEET; THENCE DEPARTING SAID EAST LINE, RUN N90°00'00"W, A DISTANCE OF 179.66 FEET; THENCE S00°00'00"E, A DISTANCE OF 35.29 FEET; THENCE N90°00'00"W, A DISTANCE OF 208.71 FEET; THENCE S00°00'00"E, A DISTANCE OF 258.71 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE S89°53'02"W, ALONG SAID NORTH LINE, A DISTANCE OF 270.00 FEET TO THE POINT OF BEGINNING.

LESS ALL RECORDED INTERIOR ROAD RIGHT OF WAYS

CONTAINING: 44 ACRES MORE OR LESS.

LEGAL DESCRIPTION: (PHASE 2B)

A PORTION OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE S00°02'24"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 1313.41 FEET; THENCE DEPARTING SAID EAST LINE RUN S89°52'56"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 1327.18 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S89°52'56"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 663.59 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°12'04"E ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 658.75 FEET; THENCE DEPARTING SAID EAST LINE RUN S89°49'24"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 662.97 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°15'17"W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 659.43 FEET; THENCE DEPARTING SAID WEST LINE RUN N00°15'17"W, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 659.43 FEET; THENCE DEPARTING SAID WEST LINE RUN N89°56'27"E, A DISTANCE OF 20.00 FEET; THENCE N00°15'17"W, A DISTANCE OF 459.41 FEET; THENCE N89°59'58"E, A DISTANCE OF 195.00 FEET; THENCE N00°15'17"W, A DISTANCE OF 200.00 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE ALONG SAID NORTH LINE N89°59'58"E, A DISTANCE OF 2444.29 FEET TO THE POINT OF BEGINNING.

LESS RIGHT OF WAYS OF POWER LINE ROAD, BAKER DAIRY ROAD AND ALL RECORDED INTERIOR ROAD RIGHT OF WAYS.

CONTAINING: 89 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: (PHASE 3A, 3B, & 3C)

A PORTION OF SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 14;THENCE S00°44'54"E, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1338.59 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE S89°46'43"W ALONG SAID SOUTH LINE, A DISTANCE OF 661.47 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE N00°40'15"W, ALONG SAID WEST LINE, A DISTANCE OF 430.01 FEET; THENCE DEPARTING SAID WEST LINE, RUN S89°46'43"W, A DISTANCE OF 500.02 FEET; THENCE S00°40'15"E, A DISTANCE OF 430.01 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE N89°46'43"E, ALONG SAID SOUTH LINE, A DISTANCE OF 169.28 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S00°37'55"E, A DISTANCE OF 1331.21 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE S89°47'52"E, ALONG SAID NORTH LINE, A DISTANCE OF 663.34 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S00°26'51"E, A DISTANCE OF 659.30 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14;; THENCE N89°47'03"W, ALONG SAID SOUTH LINE, A DISTANCE OF 332.12 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S00°24'31"E, A DISTANCE OF 329.61 FEET; THENCE N89°46'39"W, A DISTANCE OF 1329.37 FEET; THENCE N00°15'11"W, A DISTANCE OF 988.33 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE N89°47'52"W, ALONG SAID SOUTH LINE, A DISTANCE OF 663.34 FEET TO A POINT ON THE CENTER CORNER OF SAID SECTION 14; THENCE N00°26'06"W, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 14, A DISTANCE OF 659.46 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S89°40'32"W, ALONG SAID NORTH LINE, A DISTANCE OF 995.48 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N00°16'25"W, A DISTANCE OF 657.56 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE N89°33'58"E, ALONG SAID NORTH LINE, A DISTANCE OF 993.63 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE N00°26'06"W, ALONG SAID WEST LINE, A DISTANCE OF 1318.93 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 14; THENCE N89°21'10"E, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14, A DISTANCE OF 2529.37 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N00°01'25"E, A DISTANCE OF 659.11 FEET; THENCE N89°23'14"E, A DISTANCE OF 110.50 FEET; THENCE S00°08'08"W, A DISTANCE OF 659.06 FEET TO THE POINT OF BEGINNING.

LESS ALL RECORDED INTERIOR ROAD RIGHT OF WAYS
CONTAINING 178 ACRES MORE OR LESS.

LEGAL DESCRIPTION (PHASE 4)

A PORTION OF LAND LYING IN SECTION 11, TOWNSHIP 27 SOUTH, RANGE 27 EAST,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 27 SOUTH,
RANGE 27 EAST THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID
SECTION 11, N89°20'46"E, A DISTANCE OF 989.93 FEET TO THE POINT OF BEGINNING;
THENCE DEPARTING SAID SOUTH LINE, N00°08'05"W, A DISTANCE OF 661.78 FEET;
THENCE N89°23'12"E, A DISTANCE OF 330.08 FEET TO THE NORTH LINE OF THE SOUTH
1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE
ALONG SAID NORTH LINE, N89°23'12"E, A DISTANCE OF 1320.33 FEET TO THE WEST LINE
OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID NORTH LINE,
RUN N00°05'18"W ALONG SAID WEST LINE, A DISTANCE OF 1981.85 FEET TO THE NORTH
LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE
DEPARTING SAID WEST LINE, RUN N89°29'24"E ALONG SAID NORTH LINE, A DISTANCE OF
331.10 FEET; THENCE DEPARTING SAID NORTH LINE, S00°03'37"E, A DISTANCE OF
1320.84 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF THE
SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE ALONG SAID
NORTH LINE, N89°25'18"E, A DISTANCE OF 330.46 FEET TO THE EAST LINE OF THE
NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11;
THENCE DEPARTING SAID NORTH LINE, RUN S00°01'47"E ALONG SAID EAST LINE, A
DISTANCE OF 660.23 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE
SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID
WEST LINE, RUN N89°23'14"E ALONG SAID NORTH LINE, A DISTANCE OF 430.30 FEET;
THENCE DEPARTING SAID NORTH LINE, S00°01'25"W, A DISTANCE OF 659.97 FEET TO A
POINT ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE
SOUTHEAST 1/4 OF SAID SECTION 11; THENCE ALONG SAID SOUTH LINE, S89°21'10"W, A
DISTANCE OF 1089.27 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID
SECTION 11; THENCE DEPARTING THE SOUTH LINE OF SAID SOUTH 1/2 OF THE
SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, RUN S89°20'46"W ALONG THE
SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1649.89 FEET TO
THE POINT OF BEGINNING.

CONTAINING 2,683,866 SQUARE FEET OR 61.61 ACRES MORE OR LESS.

Exhibit B

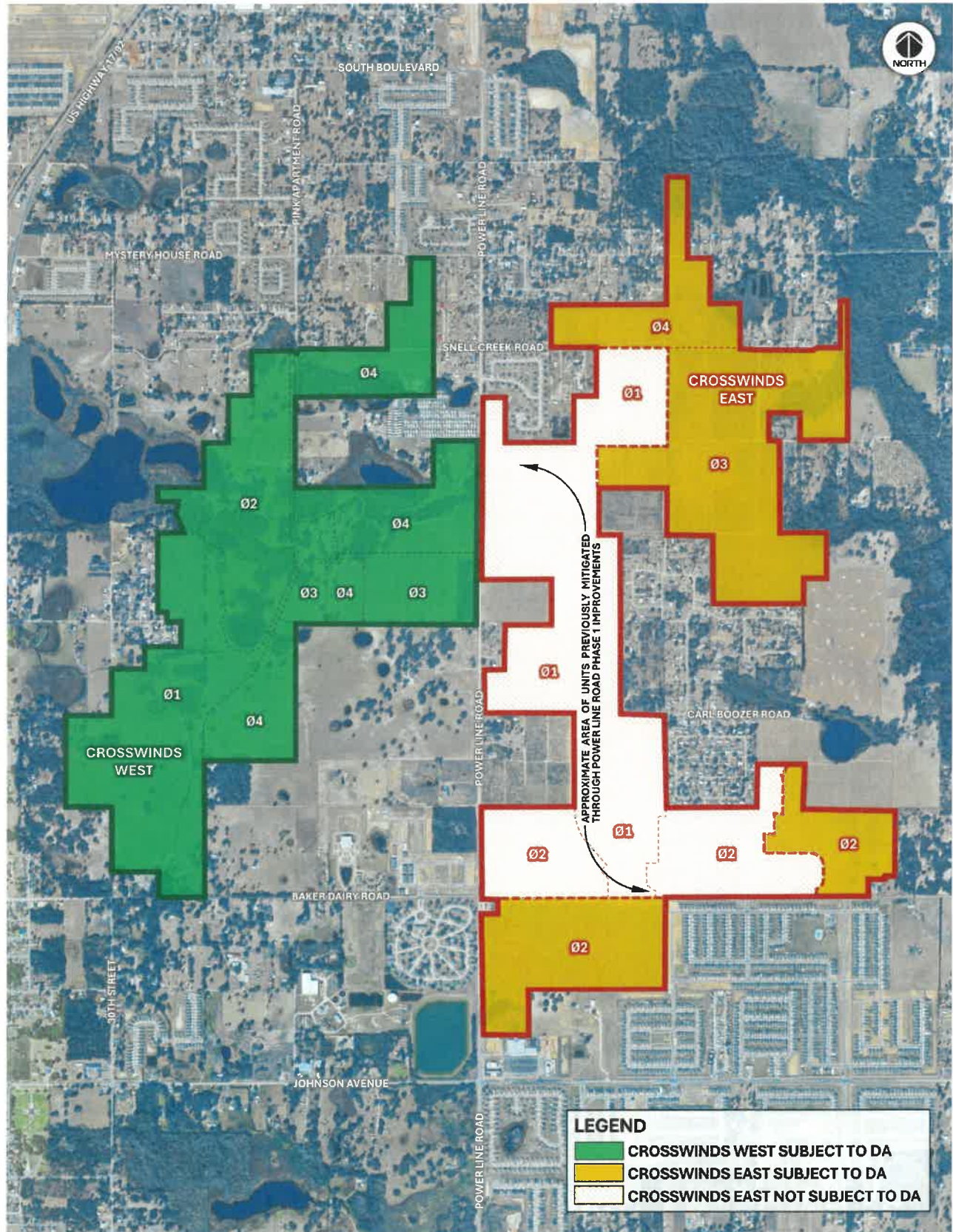


Exhibit C-1

Proportionate Share Calculations

Crosswinds West													
Intersection/Location	Improvements	Queue (Raw)	Queue (Adj)	Queue (Min)	Queue (Final)	Posted Speed	Decel Length	Total Length	Improvement Cost	Capacity Increase	Project Trips	Percent Capacity	Proportionate Share
6	US 17/92 & Mystery House Road	33'	75'	50'	150'	50 mph	90'	365'	\$ 375,414	1,489	100	11.6%	\$ 33,141
8	Power Line Road & Mystery House Road	143'	143'	50'	150'	50 mph	250'	140'	\$ 36,437	2,346	623	21.6%	\$ 3,007
	signalize	299'	300'	50'	300'	30 mph	145'	445'	\$ 669,538	0	279	26.5%	\$ 177,412
	add eastbound right turn lane	21'	25'	50'	50'	45 mph	185'	235'	\$ 458,065	2,048	623	13.60%	\$ 62,330
10	Power Line Road & Snell Creek Road	111'	125'	50'	125'	30 mph	145'	270'	\$ 284,314	0	310	25.6%	\$ 171,428
	add eastbound left turn lane	142'	150'	50'	150'	30 mph	145'	295'	\$ 310,639	1,023	623	30.3%	\$ 86,147
	signalize	148'	200'	50'	200'	30 mph	145'	345'	\$ 669,538	0	262	0.0%	\$ 94,124
13	Power Line Road & Carl Booser Road	147'	250'	50'	150'	30 mph	145'	345'	\$ 363,294	1,415	623	11.1%	\$ 76,654
	add westbound left turn lane	263'	375'	50'	375'	30 mph	145'	420'	\$ 442,416	1,064	181	16.7%	\$ 57,418
	add northbound right turn lane	105'	125'	50'	125'	30 mph	145'	220'	\$ 455,725	0	673	44.8%	\$ 202,209
16	Baker Dairy Road & 310th Street	197'	197'	50'	197'	30 mph	145'	195'	\$ 284,314	2,539	623	24.50%	\$ 114,805
	add westbound left turn lane	297'	300'	50'	300'	30 mph	145'	445'	\$ 468,592	7,539	623	7.53%	\$ 49,204
	add eastbound right turn lane	72'	75'	50'	75'	30 mph	145'	220'	\$ 226,578	2,941	393	13.4%	\$ 30,361
17	Power Line Road & Baker Dairy Road	119'	119'	50'	119'	30 mph	145'	270'	\$ 276,075	2,941	393	13.4%	\$ 37,252
	add westbound right turn lane	49'	50'	50'	50'	50 mph	290'	340'	\$ 350,166	2,941	393	13.4%	\$ 46,932
	add northbound right turn lane	88'	100'	50'	100'	50 mph	290'	390'	\$ 401,651	2,941	393	13.4%	\$ 53,823
18	US 17/92 & Johnson Avenue	127'	130'	50'	130'	30 mph	145'	225'	\$ 316,439	174	181	4.06%	\$ 31,639
	add eastbound left turn lane	268'	275'	50'	275'	50 mph	290'	565'	\$ 581,894	2,524	180	7.1%	\$ 41,314
	add northbound right turn lane	37'	50'	50'	50'	50 mph	290'	340'	\$ 350,166	2,524	180	7.1%	\$ 28,862
20	Power Line Road & Johnson Avenue	138'	200'	50'	200'	35 mph	185'	385'	\$ 396,512	1,107	279	15.2%	\$ 99,121
	add 2nd southbound right turn lane	78'	100'	50'	100'	35 mph	145'	245'	\$ 257,486	1,546	344	22.3%	\$ 57,542
	add southbound left turn lane	44'	50'	50'	50'	45 mph	145'	195'	\$ 200,831	1,546	344	22.3%	\$ 44,788
25	Hinson Avenue & 30th Street	71'	75'	50'	75'	35 mph	145'	220'	\$ 226,578	1,546	344	22.3%	\$ 50,547
	add southbound right turn lane	138'	200'	50'	200'	35 mph	185'	385'	\$ 396,512	1,546	344	22.3%	\$ 50,547
	add eastbound right turn lane	138'	200'	50'	200'	35 mph	185'	385'	\$ 396,512	1,546	344	22.3%	\$ 50,547
N/A	US 17/92 from Bay Street to South Boulevard								\$ 1,795,637	1,980	340	18.2%	\$ 421,871
N/A	US 17/92 from Hinson Avenue to SR 17								\$ 762,945	1,120	379	24.5%	\$ 189,859
N/A	Power Line Road from Mystery House Road to Snell Creek Rd								\$ 1,053,996	1,980	246	12.4%	\$ 130,695
N/A	Power Line Road from Snell Creek Road to Crosswinds Driveway "C"								\$ 2,537,397	1,980	213	10.8%	\$ 274,039
N/A	Power Line Road from Crosswinds Driveway "C" to Carl Booser Road								\$ 1,561,475	1,980	386	19.5%	\$ 304,488
N/A	Power Line Road from Carl Booser Road to Baker Dairy Road								\$ 2,068,955	1,980	262	13.2%	\$ 273,102
N/A	Power Line Road from Baker Dairy Road to Johnson Avenue								\$ 2,107,992	1,980	180	9.1%	\$ 191,837
TOTALS										\$ 22,177,852			\$ 2,311,542

*REFER TO EXHIBIT C-2 FOR ADJUSTMENTS

Signalization Proportionate Share % Calculated as: [Project Minor Street Traffic / Total Minor Street Traffic] * Non-Signalization Proportionate Share % Calculated as: (Project Traffic / Capacity Increase). Improvements Shown in Gray Not Included in Proportionate Share Total.

Exhibit C-2

Proportionate Share Calculations

Crosswinds West													
Intersection/Location	Improvements	Queue (Raw)	Queue (Adj.)	Queue (Min)	Queue (Final)	Posted Speed	Decel Length	Total Length	Improvement Cost	Capacity Increase	Project Trips	Percent Capacity	Proportionate Share
8 US 1792 & Mystery House Road	add northbound right turn lane	143	150	50'	75'	50 mph	490'	365'	\$ 375,514	2,448	508	11.5%	\$ 81,157
9 Power Line Road & Mystery House Road	add southbound left turn lane	299'	300'	50'	150'	50 mph	290'	440'	\$ 463,377	7,448	508	11.5%	\$ 158,986
10 Power Line Road & Snell Creek Road	signalize	21'	25'	50'	300'	30 mph	145'	235'	\$ 600,000	0	279	26.5%	\$ 62,310
11 Power Line Road & Carl Bozzer Road	add eastbound right turn lane	111'	125'	50'	300'	45 mph	185'	235'	\$ 438,306	2,048	279	13.6%	\$ 31,654
12 Power Line Road & Carl Bozzer Road	add southbound left turn lane	142'	150'	50'	135'	30 mph	145'	270'	\$ 247,459	0	310	24.6%	\$ 133,873
13 US 1792 & Baker Dairy Road	add westbound left turn lane	188'	200'	50'	150'	30 mph	145'	295'	\$ 284,314	1,023	310	30.3%	\$ 86,147
14 Baker Dairy Road & 30th Street	signalize	263'	275'	50'	300'	30 mph	145'	295'	\$ 600,000	0	410	30.3%	\$ 94,124
15 Baker Dairy Road & 30th Street	add northbound left turn lane	188'	200'	50'	150'	30 mph	145'	295'	\$ 363,290	1,243	262	0.0%	\$ 16,654
16 Baker Dairy Road & 30th Street	add southbound left turn lane	141'	150'	50'	150'	45 mph	185'	335'	\$ 945,017	1,084	181	16.7%	\$ 57,619
17 Power Line Road & Baker Dairy Road	add westbound left turn lane	263'	275'	50'	300'	30 mph	145'	295'	\$ 441,706	1,084	181	16.7%	\$ 71,838
18 Power Line Road & Baker Dairy Road	add eastbound right turn lane	188'	200'	50'	150'	30 mph	145'	295'	\$ 600,000	0	613	44.4%	\$ 266,225
19 Power Line Road & Baker Dairy Road	add westbound right turn lane	287'	300'	50'	300'	30 mph	145'	185'	\$ 284,314	2,519	613	24.5%	\$ 114,805
20 US 1792 & Johnson Avenue	add eastbound left turn lane	117'	125'	50'	150'	30 mph	145'	220'	\$ 468,592	2,519	613	24.5%	\$ 114,805
21 Johnson Avenue	add southbound right turn lane	188'	200'	50'	150'	30 mph	145'	295'	\$ 270,411	2,519	423	24.5%	\$ 42,404
22 Power Line Road & Baker Dairy Road	add eastbound right turn lane	72'	75'	50'	300'	30 mph	145'	220'	\$ 226,578	2,941	393	13.4%	\$ 168,368
23 Power Line Road & Baker Dairy Road	add westbound right turn lane	117'	125'	50'	150'	30 mph	145'	220'	\$ 278,373	2,941	393	13.4%	\$ 17,262
24 US 1792 & Johnson Avenue	add northbound right turn lane	49'	50'	50'	50'	50 mph	290'	340'	\$ 350,666	2,941	393	13.4%	\$ 46,972
25 US 1792 & Johnson Avenue	add southbound right turn lane	88'	100'	50'	100'	50 mph	290'	390'	\$ 401,661	2,941	393	13.4%	\$ 53,823
N/A US 1792 from Bay Street to South Boulevard	add eastbound left turn lane	117'	150'	50'	150'	30 mph	145'	295'	\$ 310,639	174	111	10.6%	\$ 310,639
N/A US 1792 from Hesson Avenue to SR 17	add northbound right turn lane	268'	275'	50'	275'	50 mph	290'	565'	\$ 581,864	2,524	180	7.1%	\$ 41,314
N/A Power Line Road & Johnson Avenue	add southbound right turn lane	37'	50'	50'	50'	50 mph	290'	340'	\$ 350,666	2,524	180	7.1%	\$ 24,862
N/A US 1792 & Johnson Avenue	add 2nd southbound right turn lane	168'	200'	50'	200'	45 mph	185'	385'	\$ 384,512	1,107	279	25.2%	\$ 90,031
N/A Johnson Avenue	add southbound left turn lane	78'	100'	50'	100'	45 mph	145'	240'	\$ 257,589	1,348	344	12.1%	\$ 57,542
N/A 30th Street	add southbound right turn lane	44'	50'	50'	50'	45 mph	145'	195'	\$ 306,831	1,446	344	22.3%	\$ 44,785
N/A US 1792 from Bay Street to South Boulevard	add eastbound right turn lane	71'	75'	50'	75'	45 mph	145'	220'	\$ 226,578	1,546	344	22.3%	\$ 50,527
N/A US 1792 from Hesson Avenue to SR 17	widen to 4 lanes (2,300')	—	—	—	—	—	—	—	\$ 1,795,697	1,980	260	18.7%	\$ 326,817
N/A Power Line Road from Mystery House Road to Snell Creek Rd	add 2nd westbound through lane (1,700')	—	—	—	—	—	—	—	\$ 762,415	1,110	279	21.9%	\$ 189,594
N/A Power Line Road from Snell Creek Road to Crosswinds Driveway "c"	widen to 4 lanes (1,350')	—	—	—	—	—	—	—	\$ 1,053,996	1,980	246	12.4%	\$ 130,695
N/A Power Line Road from Crosswinds Driveway "c" to Carl Bozzer Road	widen to 4 lanes (3,250')	—	—	—	—	—	—	—	\$ 2,537,397	1,980	213	10.4%	\$ 274,039
N/A Power Line Road from Crosswinds Driveway "c" to Carl Bozzer Road	widen to 4 lanes (2,000')	—	—	—	—	—	—	—	\$ 1,561,775	1,980	346	19.5%	\$ 304,488
N/A Power Line Road from Carl Bozzer Road to Baker Dairy Road	widen to 4 lanes (2,650')	—	—	—	—	—	—	—	\$ 2,068,955	1,980	262	13.2%	\$ 273,102
N/A Power Line Road from Baker Dairy Road to Johnson Avenue	widen to 4 lanes (2,700')	—	—	—	—	—	—	—	\$ 2,107,592	1,980	180	9.1%	\$ 191,827
TOTALS									\$ 22,113,513				\$ 2,479,334

Signalization Proportionate Share & Calculated as: (Project Minor Street Traffic / Total Minor Street Traffic) * Non-Signalization Proportionate Share % Calculated as: (Project Traffic / Capacity Increase). Improvements Shown in Gray Not Included in Proportionate Share Total.

Exhibit D-1

Proportionate Share Calculations

Cumulative Crosswinds East (Phases 1, 2, 3 & 4)											Crosswinds East Phases 2 & 3 & 4			
	Intersection/Location	Improvements	Capacity Increase	Improvement Cost	Project Trips	Percent Capacity	Percent Minor Street Volume	Proportionate Share	Project Trips	Percent Capacity	Percent Minor Street Volume	Proportionate Share		
9	US 17/92 & Mystery House Road	add northbound right turn lane [315' (25' queue + 290' deceleration)] add southbound left turn lane [615' (32' queue + 290' deceleration)]	2,468 2,468	\$ 216,279 \$ 412,736	405 402	16.4% 16.4%	— —	\$ 38,870 \$ 76,682	270 270	10.9% 10.9%	— —	\$ 38,870 \$ 76,682		
10	Power Line Road & Mystery House Road	signalize add eastbound right turn lane [495' (850' queue + 145' deceleration)] add northbound left turn lane [465' (175' queue + 290' deceleration)] add southbound left turn lane [340' (50' queue + 290' deceleration)]	0 8,846 3,846 3,846	\$ 669,538 \$ 339,867 \$ 326,435 \$ 326,435	1,215 1,215 1,215 1,215	— 31.6% 31.6% 31.6%	75.9% — — —	\$ 508,179 \$ 107,368 \$ 103,125 \$ 75,403	811 811 811 811	— 21.1% 21.1% 21.1%	67.7% — — —	\$ 453,277 \$ 71,467 \$ 68,835 \$ 50,331		
11	Power Line Road & Snell Creek Road	signalize add eastbound left turn lane [295' (150' queue + 145' deceleration)] add westbound left turn lane [370' (225' queue + 145' deceleration)]	0 514 514	\$ 339,867 \$ 207,093 \$ 259,744	1,860 1,860 1,860	— — —	86.7% — —	\$ 294,665 \$ 207,093 \$ 259,744	1,242 1,242 1,242	— — —	81.3% — —	\$ 276,312 \$ 207,093 \$ 259,744		
12	Power Line Road & Carl Boozler Road	signalize add westbound left turn lane [395' (150' queue + 145' deceleration)]	0 110	\$ 455,775 \$ 277,294	1,449 1,449	— —	65.8% —	\$ 298,956 \$ 277,294	967 967	— —	55.9% —	\$ 254,750 \$ 277,294		
13	US 17/92 & Baker Dairy Road	add northbound right turn lane [360' (175' queue + 185' deceleration)] add westbound left turn lane [520' (375' queue + 145' deceleration)]	1,119 1,119	\$ 247,176 \$ 365,045	978 978	33.8% 33.8%	— —	\$ 83,545 \$ 123,385	352 352	21.9% 21.9%	— —	\$ 83,545 \$ 123,385		
14	Baker Dairy Road & 30th Street	signalize add westbound left turn lane [270' (125' queue + 145' deceleration)] add eastbound right turn lane [445' (800' queue + 145' deceleration)] add eastbound right turn lane [170' (25' queue + 145' deceleration)]	0 2,576 2,576 2,576	\$ 455,725 \$ 189,543 \$ 312,394 \$ 116,712	648 648 648 648	— 25.2% 25.2% 25.2%	40.5% — — —	\$ 182,569 \$ 47,600 \$ 78,584 \$ 29,452	433 433 433 433	— 16.8% 16.8% 16.8%	31.1% — — —	\$ 142,186 \$ 31,200 \$ 52,510 \$ 19,620		
15	Power Line Road & Baker Dairy Road	add eastbound right turn lane [245' (100' queue + 145' deceleration)] add westbound right turn lane [295' (150' queue + 145' deceleration)] add northbound right turn lane [355' (75' queue + 290' deceleration)] add southbound right turn lane [465' (175' queue + 290' deceleration)]	2,185 2,185 2,185 2,185	\$ 168,217 \$ 202,541 \$ 250,609 \$ 319,269	1,765 1,765 1,765 1,765	80.8% 80.8% 80.8% 80.8%	— — — —	\$ 135,919 \$ 163,658 \$ 202,492 \$ 257,959	1,178 1,178 1,178 1,178	53.9% 53.9% 53.9% 53.9%	— — — —	\$ 90,669 \$ 160,173 \$ 135,078 \$ 172,086		
16	US 17/92 & Johnson Avenue	add eastbound left turn lane [395' (150' queue + 145' deceleration)]	1,69	\$ 207,093	513	—	—	\$ 207,093	342	—	—	\$ 207,093		
17	Power Line Road & Johnson Avenue	add northbound right turn lane [565' (275' queue + 290' deceleration)] add southbound right turn lane [365' (75' queue + 290' deceleration)] add 2nd southbound left turn lane [615' (325' queue + 290' deceleration)] add westbound right turn lane [305' (150' queue + 155' deceleration)]	2,498 2,498 2,498 2,498	\$ 387,029 \$ 250,609 \$ 431,736 \$ 209,413	621 621 621 621	24.9% 24.9% 24.9% 24.9%	— — — —	\$ 96,594 \$ 62,402 \$ 107,502 \$ 52,144	415 415 415 415	16.6% 16.6% 16.6% 16.6%	— — — —	\$ 64,396 \$ 41,601 \$ 71,668 \$ 34,763		
18	Hinson Avenue & 30th Street	add southbound left turn lane [245' (100' queue + 145' deceleration)] add southbound right turn lane [245' (100' queue + 145' deceleration)] add eastbound right turn lane [220' (75' queue + 145' deceleration)]	1,548 1,548 1,548	\$ 171,392 \$ 108,217 \$ 351,052	458 458 458	29.7% 29.7% 29.7%	— — —	\$ 51,082 \$ 49,960 \$ 14,862	306 306 306	19.4% 19.4% 19.4%	— — —	\$ 34,054 \$ 33,207 \$ 29,906		
19 & 20	US 17/92 from Bay Street to South Boulevard	widen to 4 lanes [2,300']	1,980	\$ 1,795,697	528	26.7%	—	\$ 379,451	352	17.8%	—	\$ 319,634		
20 & 21	US 17/92 from Hinson Avenue to 58-17	add 2nd westbound through lane (1,700')	1,120	\$ 762,045	477	42.2%	—	\$ 321,636	316	28.2%	—	\$ 315,066		
22 & 23	Power Line Road from Mystery House Road to Snell Creek Rd	widen to 4 lanes (6,500')	1,980	\$ 5,074,795	1,324	66.9%	—	\$ 3,395,038	844	44.6%	—	\$ 2,263,359		
TOTALS				\$ 16,000,686				\$ 8,413,230				\$ 4,710,325		

*REFER TO EXHIBITS D-2 & D-3 FOR ADJUSTMENTS

Signalization Proportionate Share % Calculated as: (Project Minor Street Traffic / Total Minor Street Traffic). Non-Signalization Proportionate Share % Calculated as: (Project Traffic / Capacity Increase). Improvements Shown in Gray Not Included in Proportionate Share Total.

Exhibit D-2

Proportionate Share Calculations

Intersection/Location	Improvements	Cumulative Crosswinds East (Phases 1, 2, 3 & 4)					Crosswinds East Phases 2 & 3 & 4				
		Capacity Increase	Improvement Cost	Project Trips	Percent Capacity	Percent Minor Street Volume	Proportionate Share	Project Trips	Percent Capacity	Percent Minor Street Volume	Proportionate Share
9 US 17/92 & Mystery House Road	add northbound right turn lane [315' (25' queue + 290' deceleration)] add southbound left turn lane [615' (32' queue + 290' deceleration)]	2,468	\$ 216,279	405	16.4%	75.9%	\$ 18,490	270	10.9%	77%	\$ 23,159
10 Power Line Road & Mystery House Road	signalize add eastbound right turn lane [495' (850' queue + 145' deceleration)] add northbound left turn lane [465' (175' queue + 290' deceleration)] add southbound left turn lane [340' (50' queue + 290' deceleration)]	3,846	\$ 330,867	1,215	31.6%	75.9%	\$ 455,400	811	21.1%	67.7%	\$ 406,200
10 Power Line Road & Snell Creek Road	signalize add eastbound left turn lane [295' (150' queue + 145' deceleration)] add westbound left turn lane [370' (225' queue + 145' deceleration)]	514	\$ 207,093	1,860	> 100%	86.7%	\$ 520,200	1,242	> 100%	81.3%	\$ 487,800
13 Power Line Road & Carl Booser Road	signalize add westbound left turn lane [395' (250' queue + 145' deceleration)]	0	\$ 600,000	1,449	> 100%	65.6%	\$ 393,600	967	> 100%	55.9%	\$ 335,400
15 US 17/92 & Baker Dairy Road	add northbound right turn lane [360' (175' queue + 185' deceleration)] add westbound left turn lane [520' (375' queue + 145' deceleration)]	1,119	\$ 247,176	378	13.8%	—	\$ 83,545	252	22.5%	—	\$ 55,615
16 Baker Dairy Road & 30th Street	signalize add northbound left turn lane [270' (125' queue + 145' deceleration)] add westbound left turn lane [445' (300' queue + 145' deceleration)] add eastbound right turn lane [170' (25' queue + 145' deceleration)]	2,576	\$ 180,543	648	25.2%	40.5%	\$ 243,000	433	16.5%	31.2%	\$ 187,200
17 Power Line Road & Baker Dairy Road	add eastbound right turn lane [245' (100' queue + 145' deceleration)] add westbound right turn lane [235' (150' queue + 145' deceleration)] add northbound right turn lane [395' (75' queue + 290' deceleration)] add southbound right turn lane [465' (175' queue + 290' deceleration)]	2,185	\$ 168,217	1,765	80.8%	80.8%	\$ 135,919	1,178	53.9%	—	\$ 90,669
18 US 17/92 & Johnson Avenue	add eastbound left turn lane [295' (150' queue + 145' deceleration)]	169	\$ 207,093	512	100%	—	\$ 207,093	342	> 100%	—	\$ 307,093
20 Power Line Road & Johnson Avenue	add northbound right turn lane [565' (275' queue + 290' deceleration)] add southbound right turn lane [365' (75' queue + 290' deceleration)] add 2nd southbound left turn lane [615' (325' queue + 290' deceleration)] add westbound right turn lane [305' (150' queue + 155' deceleration)]	2,498	\$ 387,929	621	24.9%	—	\$ 96,594	415	16.0%	—	\$ 64,396
25 Hinson Avenue & 30th Street	add southbound left turn lane [245' (100' queue + 145' deceleration)] add southbound right turn lane [245' (100' queue + 145' deceleration)] add eastbound right turn lane [220' (75' queue + 145' deceleration)]	1,548	\$ 171,992	459	30.7%	—	\$ 51,082	306	19.5%	—	\$ 33,054
1 & 4 US 17/92 from Bay Street to South Boulevard	widen to 4 lanes [2,300']	1,980	\$ 1,795,097	528	26.7%	—	\$ 179,451	452	17.8%	—	\$ 119,024
21 & 24 US 17/92 from Hinson Avenue to SR 17	add 2nd westbound through lane (1,700')	1,120	\$ 762,645	471	41.2%	—	\$ 321,836	316	38.2%	—	\$ 215,060
8 & 10 Power Line Road from Mystery House Road to Snell Creek Rd	widen to 4 lanes (6,500')	1,980	\$ 5,074,795	1,324	66.9%	—	\$ 3,395,038	884	44.6%	—	\$ 2,263,359
TOTALS			\$ 16,479,631				\$ 8,739,061				\$ 5,000,400

Signalization Proportionate Share % Calculated as: (Project Minor Street Traffic / Total Minor Street Traffic). Non-Signalization Proportionate Share % Calculated as: (Project Traffic / Capacity Increase).
Improvements Shown in Gray Not Included in Proportionate Share Total.

Exhibit D-3

ADJUSTMENTS TO REFLECT TRANSPORTATION CONCURRENCY FOR 603 SINGLE FAMILY UNITS WITHIN DEVELOPMENT PHASE 2 VIA POWER LINE ROAD PHASE I IMPROVEMENTS

- **TOTAL PHASE 2/3/4 UNITS: 2294**
- **UNITS SUBJECT TO TRANSPORTATION CONCURRENCY: 1691**
(2294 - 603 = 1691)
- **PERCENT UNITS SUBJECT TO TRANSPORTATION CONCURRENCY: 73.71404%**
(1691 / 2294 = 73.71404%)
- **PROPORTIONATE SHARE FOR UNITS SUBJECT TO TRANSPORTATION CONCURRENCY: \$3,685,997**
(\$5,000,400 x 73.71404% = \$3,685,997)

Exhibit E

Crosswinds West Subdivision

ID	Metric	Value	SOURCE
A	Original Proportionate Share Amount [2023] (All Project Phases, Excluding Non-County)	\$2,313,542	Crosswinds West Subdivision Transportation Mitigation Update (09/06/23)
B	Adjusted Proportionate Share Amount [2026] (All Project Phases, Excluding Non-County)	\$2,479,334	REFER TO EXHIBIT C-2
C	Single Family Dwelling Units (Included in Proportionate Share)	1591	Crosswinds West Subdivision Transportation Mitigation Update (09/06/23)
D	Townhome Dwelling Units (Included in Proportionate Share)	374	Crosswinds West Subdivision Transportation Mitigation Update (09/06/23)
E	Single Family Dwelling Unit (PM) Trip Rate	0.93	ITE Trip Generation Manual (12th Edition) (LUC 210)
F	Townhome Dwelling Unit (PM) Trip Rate	0.51	ITE Trip Generation Manual (12th Edition) (LUC 215)
G	Townhome to Single Family Equivalency	1.824	[E / F]
H	Equivalent Single Family Dwelling Units	1796	[C + (D / G)]
I	Proportionate Share per Single Family Dwelling Unit	\$1,380.48	[B / H]
J	Proportionate Share per Townhome Dwelling Unit	\$756.84	[I / G]
K	Inflation Adjustment	3% per year	Provided by County

EXAMPLE

CWW Phase "X" (200 single family units & 100 townhome units) @ 6 years [i.e., current year plus 5 years]
 200 single family units x \$1,380.48 per single family unit x (1+(3% per year x 5 years)) = \$317,510.40
 100 townhome units x \$756.84 per townhome unit x (1+(3% per year x 5 years)) = \$87,036.60
TOTAL = \$404,547.00 (\$317,510.40 + \$87,036.60)

Crosswinds East Subdivision

ID	Metric	Value	SOURCE
A	Original Proportionate Share Amount [2023] (Phases 2, 3 & 4, Excluding Non-County)	\$4,710,325	Crosswinds East Subdivision Major Traffic Study (06/05/23)
B	Adjusted Proportionate Share Amount [2026] (Phases 2, 3 & 4, Excluding Non-County)	\$5,000,400	REFER TO EXHIBIT D-2
C	Single Family Dwelling Units (Included in Proportionate Share for Phases 2, 3 & 4)	2294	Crosswinds East Subdivision Major Traffic Study (06/05/23)
D	Townhome Dwelling Units (Included in Proportionate Share for Phases 2, 3 & 4)	0	Crosswinds East Subdivision Major Traffic Study (06/05/23)
E	Units in Phase 2 with Transportation Concurrency Vesting (100% Single Family)	603	Crosswinds East Phase Two Supplemental Traffic Analysis (07/28/23)
F	Single Family Units in Phases 2, 3 & 4 without Transportation Concurrency Vesting	1691	[C - E]
G	Proportionate Share Amount for Phases 2, 3 & 4 units without Transportation Concurrency Vesting	\$3,685,997	[(F / C) x B] (REFER TO EXHIBIT D-3)
H	Single Family Dwelling Unit (PM) Trip Rate	0.93	ITE Trip Generation Manual (12th Edition) (LUC 210)
I	Townhome Dwelling Unit (PM) Trip Rate	0.51	ITE Trip Generation Manual (12th Edition) (LUC 215)
J	Townhome to Single Family Equivalency	1.824	[H / I]
K	Proportionate Share per Single Family Dwelling Unit	\$2,179.77	[G / F]
L	Proportionate Share per Townhome Dwelling Unit	\$1,195.05	[K / J]
M	Inflation Adjustment	3% per year	Provided by County

EXAMPLE

CWE Phase "X" (200 single family units & 100 townhome units) @ 6 years [i.e., current year plus 5 years]
 200 single family units x \$2,179.77 per single family unit x (1+(3% per year x 5 years)) = \$501,347.10
 100 townhome units x \$1,195.05 per townhome unit x (1+(3% per year x 5 years)) = \$137,430.75
TOTAL = \$638,777.85 (\$501,347.10 + \$137,430.75)