Crosswinds East Community Development District

Meeting Agenda

February 28, 2024

AGENDA

Crosswinds East Community Development District

219 E. Livingston St., Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

February 21, 2024

Board of Supervisors Crosswinds East Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the Crosswinds East Community Development District will be held on Wednesday, February 28, 2024, at 10:00 AM at 346 E. Central Ave., Winter Haven, FL 33880.

Zoom Video Link: <u>https://us06web.zoom.us/j/81735603473</u> Zoom Call-In Number: 1-646-876-9923 Meeting ID: 817 3560 3473

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

- 1. Roll Call
- 2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
- 3. Approval of Minutes of the January 24, 2024 Board of Supervisors Meeting
- 4. Presentation and Approval of Updated Supplemental Assessment Methodology for Assessment Area One Updated with Final Numbers
- 5. Consideration of Resolution 2024-02 Supplemental Assessment Resolution (Series 2024, Assessment Area One Project Bonds)
- 6. Consideration of Amended and Restated Master Notice of Special Assessments
- 7. Consideration of 2024 Non-Ad Valorem Contract Agreement with Polk County Property Appraiser
- 8. Ratification of Amended and Restated Notice of Establishment
- 9. Ratification of Items Pertaining to Phase 1A:
 - A. Notice to Proceed for Phase 1A
 - B. Notice of Commencement for Phase 1A
 - C. Performance and Payment Bonds for Phase 1A
- 10. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
- 11. Other Business
- 12. Supervisors Requests and Audience Comments
- 13. Adjournment

¹ Comments will be limited to three (3) minutes

MINUTES

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MINUTES OF MEETING CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Crosswinds East Community Development District was held Wednesday, **January 24, 2024** at 10:00 a.m. at 346 E. Central Avenue, Winter Haven, Florida.

Present and constituting a quorum:

Lauren Schwenk Chuck Cavaretta Daniel Arnette Jessica Petrucci

Also present were:

Jill Burns Roy Van Wyk *by Zoom* Rey Malave *by Zoom* Chace Arrington *by Zoom* Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary

District Manager, GMS District Counsel, KVW Law District Engineer, Dewberry District Engineer, Dewberry

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Four Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS Pub

Public Comment Period

There were no members of the public present for the meeting.

THIRD ORDER OF BUSINESS

Approval of Minutes of the December 20 2023 Board of Supervisors

Ms. Burns presented the September 27, 2023 Board of Supervisors meeting minutes and the October 11, 2023 Continued Board of Supervisors meeting minutes and asked for any questions, comments, or corrections the Board may have. Hearing no changes, she asked for a motion of approval.

On MOTION by Mr. Cavaretta, seconded by Ms. Schwenk, with all in favor, the Minutes of the December 20, 2023 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Notice RFP for Phase 2A & Phase 2C District Construction Services and Approval of Evaluation Criteria

Ms. Burns stated that the pickup date will be Thursday, February 15, and the question

dates will remain March 4 and the due date March 20, 2024. Mr. Cavaretta stated that they would

like there to be two RFPs for 2A and 2C as they are two separate projects.

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, Authorizing Staff to Notice the RFPs for Phase 2A & Phase 2C District Construction Services and Approving the Evaluation Criteria, was approved.

Staff Reports

FIFTH ORDER OF BUSINESS

A. Attorney

Mr. Van Wyk had nothing further for the Board.

B. Engineer

Mr. Malave had nothing further, and the next item followed.

C. District Manager's Report

i. Approval of Check Register

Ms. Burns presented the check register to the Board and noted that it can be found in the agenda package. The dates range from December 13, 2023 through January 15, 2024 and totaled \$5,820.30.

On MOTION by Mr. Cavaretta, seconded by Ms. Petrucci, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns noted that the financials could be found in the agenda package and offered to answer any questions for the Board. No action was required, and the next item followed.

NINTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Arnette, seconded by Ms. Petrucci, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SUPPLEMENTAL

ASSESSMENT METHODOLOGY

FOR ASSESSMENT AREA ONE

FOR

CROSSWINDS EAST

COMMUNITY DEVELOPMENT DISTRICT

Date: February 13, 2024

Prepared by

Governmental Management Services – Central Florida, LLC 219 E. Livingston Street Orlando, FL 32801



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GMS-CF, LLC does not represent the Crosswinds East Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Crosswinds East Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Crosswinds East Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the "District"), as amended. The District will issue on February 29, 2024, \$25,785,000 of tax exempt bonds (the "Assessment Area One Bonds") for the purpose of financing certain infrastructure improvements within an assessment area within the District, more specifically "Assessment Area One" described in the Master Engineer's Report as amended and restated, dated December 20, 2023, prepared by Dewberry Engineers, Inc. (the "Engineer's Report"). The District anticipates the construction and/or acquisition of public infrastructure improvements consisting of improvements that benefit property owners within Assessment Area One of the District.

1.1 Purpose

This Supplemental Assessment Methodology Report for Assessment Area One (the "Supplemental Assessment Report") supplements the Master Assessment Methodology dated July 13, 2022, and provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within Assessment Area One within the District. This Supplemental Assessment Report allocates the debt to properties based on the special benefits each receives from the capital improvement plan ("CIP") relating to Assessment Area One (herein the "AA1 CIP"). This Supplemental Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District has imposed non ad valorem special assessments on the benefited lands within Assessment Area One within the District based on this Supplemental Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means of collection available to the District. It is not the intent of this Supplemental Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

1.2 Background

The District currently includes approximately 779 acres of land located partially within unincorporated Polk County and partially within Haines City, Polk County, Florida. Assessment Area One contains approximately 231 unplatted acres, 308 platted residential lots, and is currently planned for a total of 1,316 residential units (herein the "AA1 Project"). The components of the AA1 Project is depicted in Table 1. It should be noted that the current land use plan may change, and this report is designed to address any changes and may be modified accordingly.

The improvements contemplated by the District in the AA1 CIP will provide facilities that benefit the assessable property within Assessment Area One of the District. The AA1 CIP is delineated in the Engineer's Report. Specifically, the District may construct and/or acquire certain offsite improvements, stormwater management, utilities (water, sewer & reuse), electrical undergrounding, roadway, entry feature, parks & amenities, general consulting, and contingency. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

- 1. The District Engineer must first determine the public infrastructure improvements and services that may be provided by the District and the costs to implement the AA1 CIP.
- 2. The District Engineer determines the assessable acres that benefit from the District's AA1 CIP.
- 3. A calculation is made to determine the costs to implement the AA1 CIP together with finance costs and costs of issuance of the bonds necessary to acquire and/or construct AA1 CIP.
- 4. The amount determined in step 3 is initially divided equally among the benefited properties on a gross assessable acreage basis. Ultimately, as land is platted, costs will be assigned to each of the benefited properties based on the number and type of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the assessable property, different in kind and degree than general benefits, for lands within the District but outside of Assessment Area One as well as general benefits to the public at large.

However, as discussed within this Supplemental Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to the assessable property within Assessment Area One of the District. The implementation of the CIP enables properties within its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District and these improvements, development of the property within Assessment Area One the District would be prohibited by law.

There is no doubt that the general public and property owners outside of Assessment Area One within the District will slightly benefit from the provision of the District's AA1 CIP. However, those benefits will be incidental to the District's AA1 CIP, which is designed solely to meet the needs of property within Assessment Area One within the District. Properties outside the District boundaries and outside Assessment Area One do not depend upon the District's AA1 CIP. The property owners within Assessment Area One are therefore receiving special benefits not received by those outside the District's boundaries and outside of Assessment Area One.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within Assessment Area One of the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's AA1 CIP that is necessary to support full development of property within Assessment Area One will cost approximately \$75,027,757. The Assessment Area One landowner has requested that the District limit the amount of AA1 CIP costs funded by Assessment Area One Bonds. With this reduction, the District's Underwriter has determined that financing costs required to fund a portion of the infrastructure improvements, including project costs, the cost of issuance of the Bonds, the funding of the debt service reserve account and capitalized interest, will be \$25,785,000. The remaining costs required to complete the AA1 CIP not funded with the proceeds of the Bonds is anticipated to be funded by the Assessment Area One landowner. Without the AA1 CIP, the property within Assessment Area One would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District will issue on February 29, 2024, \$25,785,000 in Assessment Area One Bonds to fund a portion of the District's AA1 CIP for Assessment Area One, provide for a debt service reserve account and cost of issuance. It is the purpose of this Supplemental Assessment Report to allocate the \$25,785,000 in debt to the properties within Assessment Area One benefiting from the AA1 CIP. Table 1 identifies the land uses as identified by the landowner of the land within Assessment Area One of the District. The District has a proposed Engineer's Report for the AA1 CIP needed to support the AA1 Project, these construction costs relating to are outlined in Table 2. The costs of public improvements needed to support the AA1 Project within Assessment Area One are described in detail in the Engineer's Report and are estimated to cost \$75,027,757. The portion of the estimated costs to be funded by the Assessment Area One Bonds under current market conditions needed to generate funds to pay for a portion of the AA1 CIP and related costs was determined by the District's Underwriter to total \$25,785,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of Assessment Area One Bond debt, as described earlier, will not be finalized until the final number and type of lots is determined and the development plan is completed. The portion of the AA1 CIP funded by Assessment Area One Bonds benefits all developable and assessable acres within Assessment Area One.

The apportionment of Assessment Area One Bond debt determines the initial "Special Assessment" amounts that will be levied initially to the platted properties, and then on an equal basis to the remaining acres within Assessment Area One of the District. A fair and reasonable methodology allocates Assessment Area One Bond debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within Assessment Area One of the District are benefiting from the improvements.

Once platting or the recording of declaration of condominium, ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the Assessment Area One Development Plan will be completed and the debt relating to the Bonds will be allocated to the planned approximately 1,316 residential units within Assessment Area One within the District, which are the beneficiaries of the AA1 CIP, as depicted in Table 5 and Table 6. If there are changes to the Assessment Area One Development Plan, a true up of the Special Assessments will be calculated to determine if a debt reduction or true-up payment from the landowner is required. The process is outlined in Section 3.0

In order for debt service assessment levels to be consistent with market conditions, landowner contributions are recognized. This is reflected on Table 5. Based on the product type and number of units anticipated to absorb a certain amount of the Bond principal, it is estimated that the District will recognize a landowner contribution equal to \$7,970,000 in eligible infrastructure.

Until all the land within Assessment Area One within the District has been platted and sold, the Special Assessments on the portion of the land that has not been platted and sold are not fixed and determinable. The reasons for this are (1) until the lands are platted, the number of developable acres within each tract against which the assessments are levied is not determined; (2) the lands are subject to re-plat, which may result in changes in development density and product type; and (3) until the lands are sold it is unclear of the timing of the absorptions. Only after the property has been platted and sold will the developable acreage be determined, the final plat be certain, the developable density known, the product types be confirmed, and the timing of the sales solidified.

The assignment of debt in this Supplemental Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report may be supplemented from time to time.

2.3 Allocation of Benefit

The AA1 CIP consists of offsite improvements, stormwater management, utilities, roadway, entry feature, parks & amenities, and contingency. There are <u>three</u> residential product types within the planned development as reflected in Table 1. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). The CIP for Assessment Area One is reflected in Table 2. There may be other improvements constructed in Assessment Area One, but not funded by the bonds. It is contemplated that the landowner will fund these costs and may be reimbursed from a future bond issue. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the AA1 CIP on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed AA1 CIP relating to Assessment Area One will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management, utilities (water, sewer & reuse), electrical undergrounding, roadway, entry feature, parks & amenities, general consulting, and contingency. These public improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

For the provision of AA1 CIP relating to the Assessment Area One Project, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report relating to the AA1 Project is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). In lieu of having the District issue a greater amount of bonds, and in order to reduce assessment levels on certain product types, the landowner will be making a contribution to infrastructure in the amount of \$7,970,000 as delineated in table 5.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's AA1 CIP relating to the Assessment Area One Project have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of Assessment Area One within the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the Assessment Area One Bond debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total Assessment Area One Bond debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed AA1 CIP is developed or acquired and financed by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the landowner, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium

or site plan is processed, the District must allocate a portion of its Assessment Area One Bond debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Unassigned Property means property within Assessment Area One where no platting or declaration of condominium has been recorded. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service for the Assessment Area One Bonds, then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

The District will initially distribute the Special Assessment liens to the platted properties within Assessment Area One, and then across the remaining property within Assessment Area One of the District boundaries on a gross acreage basis. If the land use plan changes, then the District will update Table 6 to reflect the changes. As a result, the Special Assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time all Assigned Properties become known. The current assessment roll is depicted in Table 7.

TABLE 1 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT AA1 PROJECT SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Product Types	No. of Units *	Totals	ERUs per Unit (1)	Total ERUs
Townhome	120	120	0.75	90.0
Townhome - DR Horton	102	102	0.75	76.5
Townhome - West Bay	308	308	0.75	231.0
Single Family 40'	258	258	0.80	206.4
Single Family 50'	528	528	1.00	528.0
Total Units	1,316	1,316		1131.9

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a 50' Single Family unit equal to 1 ERU

* Unit mix is subject to change based on marketing and other factors

TABLE 2 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT INFRASTRUCTURE COST ESTIMATES SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Assessment Area One Capital Improvement Plan ("AA1 CIP") (1)	Total Cost Estimate
Offiste Improvements	\$2,920,718
Stormwater Management	\$16,520,114
Utilities (Water, Sewer, Reuese & Lift Station)	\$15,842,036
Electrical Undergrounding	\$5,784,722
Roadway	\$11,923,523
Entry Feature	\$6,400,000
Parks & Amenities	\$7,300,000
General Consulting	\$4,668,378
Contingency	\$3,668,266
Total AA1 CIP	\$75,027,757

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated December 20, 2023

TABLE 3 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT BOND SIZING SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Assessment Area One Bonds

Description	Total
Construction Funds	\$22,919,514
Original Issue Discount	\$97,253
Debt Service Reserve	\$1,783,400
Capitalized Interest	\$245,658
Underwriters Discount	\$515,700
Cost of Issuance	\$223,475

Par Amount	\$25,785,000
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Bond Assumptions:	
Average Coupon	5.66%
Amortization	30 years
Capitalized Interest	Thru 5/1/2024
Debt Service Reserve	Max Annual D/S
Underwriters Discount	2%

TABLE 4 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF BENEFIT SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

				Total				
				Improvements				
	No. of	ERU	Total	% of Total	Costs Per Product	Improvement		
Product Types	Units *	Factor	ERUs	ERUs	Туре	Costs Per Unit		
Townhome	120	0.75	90.00	7.95%	\$5,965,631	\$49,714		
Townhome - DR Horton	102	0.75	76.50	6.76%	\$5,070,787	\$49,714		
Townhome - West Bay	308	0.75	231.00	20.41%	\$15,311,787	\$49,714		
Single Family 40'	258	0.80	206.40	18.23%	\$13,681,181	\$53,028		
Single Family 50'	528	1.00	528.00	46.65%	\$34,998,370	\$66,285		
Totals	1,316		1,131.9	100.00%	\$75,027,757			

* Unit mix is subject to change based on marketing and other factors

TABLE 5 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

		Total Improvements	Potential Allocation of Par		Allocation of Par	
	No. of	Costs Per Product	Debt Per Product	Landowner	Debt Per Product	Par Debt
Product Types	Units *	Туре	Туре	Contributions**	Туре	Per Unit
Townhome	120	\$5,965,631	\$2,683,939	(\$688,688)	\$1,995,251	\$16,627
Townhome - DR Horton	102	\$5 <i>,</i> 070,787	\$2,281,348	(\$1,027,810)	\$1,253,538	\$12,290
Townhome - West Bay	308	\$15,311,787	\$6,888,776	(\$3,103,583)	\$3,785,193	\$12,290
Single Family 40'	258	\$13,681,181	\$6,155,166	(\$251)	\$6,154,914	\$23,856
Single Family 50'	528	\$34,998,370	\$15,745,773	(\$3,149,669)	\$12,596,104	\$23,856
Totals	1,316	\$75,027,757	\$33,755,000	(\$7,970,000)	\$25,785,000	

* Unit mix is subject to change based on marketing and other factors

** In order for debt service assessment levels to be consistent with market conditions, landowner contributions are recognized. Based on the product type and number of units anticipated to absorb the Bond Principal, it is estimated that the CDD will recognize a landowner contribution equal to \$7,970,000 in eligible infrastructure.

TABLE 6 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Townhome	120	\$1,995,250.64	\$16,627.09	\$138,000.00	\$1,150.00	\$1,236.56
Townhome - DR Horton	102	\$1,253,537.91	\$12,289.59	\$86,700.00	\$850.00	\$913.98
Townhome - West Bay	308	\$3,785,192.89	\$12,289.59	\$261,800.00	\$850.00	\$913.98
Single Family 40'	258	\$6,154,914.49	\$23,856.26	\$425,700.00	\$1,650.00	\$1,774.19
Single Family 50'	528	\$12,596,104.07	\$23,856.26	\$871,200.00	\$1,650.00	\$1,774.19
Totals	1,316	\$25,785,000.00		\$1,783,400.00		

(1) This amount includes collection fees and early payment discounts when collected on the County Tax Bill

* Unit mix is subject to change based on marketing and other factors

TABLE 7 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT PRELIMINARY ASSESSMENT ROLL SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Platted - The Grove

						Net Annual Debt	Gross Annual
					Total Par Debt	Assessment	Debt Assessment
Owner	Plat Book/Page	Lot	Block	Units	Allocated	Allocation	Allocation (1)
GLK REAL ESTATE LLC	PB 203/30-34	1	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	3	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	4	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	5	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	6	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	7	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	8	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	9	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	10	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	11	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	12	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	1	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	3	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	4	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	5	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	6	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	7	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	8	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	9	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	10	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	11	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	12	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	13	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	14	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	15	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	16	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	17	2	1	\$12,289.59	\$850.00	\$913.98

						Net Annual Debt	Gross Annual
					Total Par Debt	Assessment	Debt Assessment
Owner	Plat Book/Page	Lot	Block	Units	Allocated	Allocation	Allocation (1)
GLK REAL ESTATE LLC	PB 203/30-34	18	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	19	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	20	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	21	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	22	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	23	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	24	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	25	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	26	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	27	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	28	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	29	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	30	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	31	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	32	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	1	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	3	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	4	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	5	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	6	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	7	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	8	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	9	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	10	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	11	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	12	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	13	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	14	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	15	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	16	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	17	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	18	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	19	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	20	3	1	\$12,289.59	\$850.00	\$913.98

						Net Annual Debt	Gross Annual
					Total Par Debt	Assessment	Debt Assessment
Owner	Plat Book/Page	Lot	Block	Units	Allocated	Allocation	Allocation (1)
GLK REAL ESTATE LLC	PB 203/30-34	21	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	22	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	23	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	24	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	1	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	3	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	4	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	5	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	6	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	7	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	8	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	9	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	10	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	11	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	12	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	13	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	14	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	15	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	16	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	17	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	18	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	19	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	20	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	21	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	22	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	23	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	24	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	1	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	3	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	4	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	5	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	6	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	7	5	1	\$12,289.59	\$850.00	\$913.98

						Net Annual Debt	Gross Annual
					Total Par Debt	Assessment	Debt Assessment
Owner	Plat Book/Page	Lot	Block	Units	Allocated	Allocation	Allocation (1)
GLK REAL ESTATE LLC	PB 203/30-34	8	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	9	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	10	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	11	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	12	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	13	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	14	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	15	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	16	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	17	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	18	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	19	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	20	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	21	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	22	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	23	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	24	5	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	1	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	3	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	4	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	5	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	6	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	7	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	8	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	9	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	10	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	11	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	12	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	13	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	14	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	15	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	16	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	17	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	18	6	1	\$12,289.59	\$850.00	\$913.98

						Net Annual Debt	Gross Annual
					Total Par Debt	Assessment	Debt Assessment
Owner	Plat Book/Page	Lot	Block	Units	Allocated	Allocation	Allocation (1)
GLK REAL ESTATE LLC	PB 203/30-34	19	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	20	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	21	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	22	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	23	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	24	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	1	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	3	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	4	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	5	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	6	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	7	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	8	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	9	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	10	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	11	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	12	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	1	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	3	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	4	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	5	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	6	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	7	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	8	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	9	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	10	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	11	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	12	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	13	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	14	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	15	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	16	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	17	8	1	\$12,289.59	\$850.00	\$913.98

						Net Annual Debt	Gross Annual
					Total Par Debt	Assessment	Debt Assessment
Owner	Plat Book/Page	Lot	Block	Units	Allocated	Allocation	Allocation (1)
GLK REAL ESTATE LLC	PB 203/30-34	18	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	19	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	20	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	21	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	22	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	23	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	24	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	25	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	26	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	27	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	28	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	29	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	30	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	31	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	32	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	33	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	34	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	35	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	36	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	37	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	38	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	39	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	40	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	41	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	42	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	43	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	44	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	45	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	46	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	47	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	48	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	49	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	50	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	51	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	52	8	1	\$12,289.59	\$850.00	\$913.98

						Net Annual Debt	Gross Annual
					Total Par Debt	Assessment	Debt Assessment
Owner	Plat Book/Page	Lot	Block	Units	Allocated	Allocation	Allocation (1)
GLK REAL ESTATE LLC	PB 203/30-34	53	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	54	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	55	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	56	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	1	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	3	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	4	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	5	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	6	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	7	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	8	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	9	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	10	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	11	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	12	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	13	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	14	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	15	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	16	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	17	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	18	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	19	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	20	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	21	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	22	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	23	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	24	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	25	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	26	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	27	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	28	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	29	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	30	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	31	9	1	\$12,289.59	\$850.00	\$913.98

						Net Annual Debt	Gross Annual
					Total Par Debt	Assessment	Debt Assessment
Owner	Plat Book/Page	Lot	Block	Units	Allocated	Allocation	Allocation (1)
GLK REAL ESTATE LLC	PB 203/30-34	32	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	33	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	34	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	35	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	36	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	37	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	38	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	39	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	40	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	41	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	42	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	43	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	44	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	45	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	46	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	47	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	48	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	1	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	3	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	4	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	5	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	6	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	7	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	8	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	9	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	10	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	11	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	12	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	13	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	14	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	15	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	16	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	17	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	18	10	1	\$12,289.59	\$850.00	\$913.98

						Net Annual Debt	Gross Annual
					Total Par Debt	Assessment	Debt Assessment
Owner	Plat Book/Page	Lot	Block	Units	Allocated	Allocation	Allocation (1)
GLK REAL ESTATE LLC	PB 203/30-34	19	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	20	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	21	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	22	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	23	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	24	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	25	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	26	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	27	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	28	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	29	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	30	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	31	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	32	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	1	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	3	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	4	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	5	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	6	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	7	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	8	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	9	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	10	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	11	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	12	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	13	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	14	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	15	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	16	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	17	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	18	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	19	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	20	11	1	\$12,289.59	\$850.00	\$913.98
Total Platted				308	\$3,785,192.89	\$261,800.00	281505.3763

Owner	Plat Book/Page	Lot	Block	Units		Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Unplatted - Phases 1, 1/	<u> 4, 1B, 1C</u>							
					Total Par Debt		Net Annual Debt	Gross Annual
					Allocation Per	Total Par Debt	Assessment	Debt Assessment
Owner	Property*			Acres	Acre	Allocated	Allocation	Allocation (1)
GLK REAL ESTATE LLC	Phases 1, 1A, 1B, 1C			230.39	\$95,489	\$21,999,807	\$1,521,600	\$1,636,129
Total Unplatted						\$21,999,807	\$1,521,600	\$1,636,129
Combined Total						\$25,785,000	\$1,783,400	\$1,917,634

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Average Coupon Rate (%)	5.66%
Maximum Annual Debt Service	\$1,783,400

* - See Metes and Bounds, attached as Exhibit A

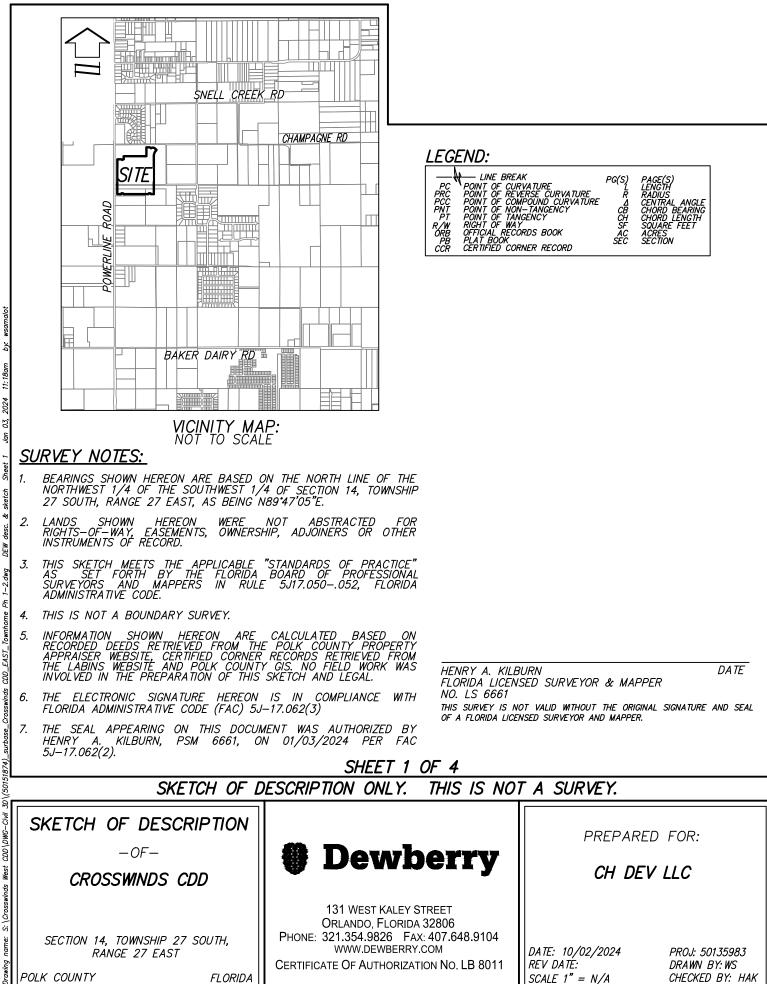
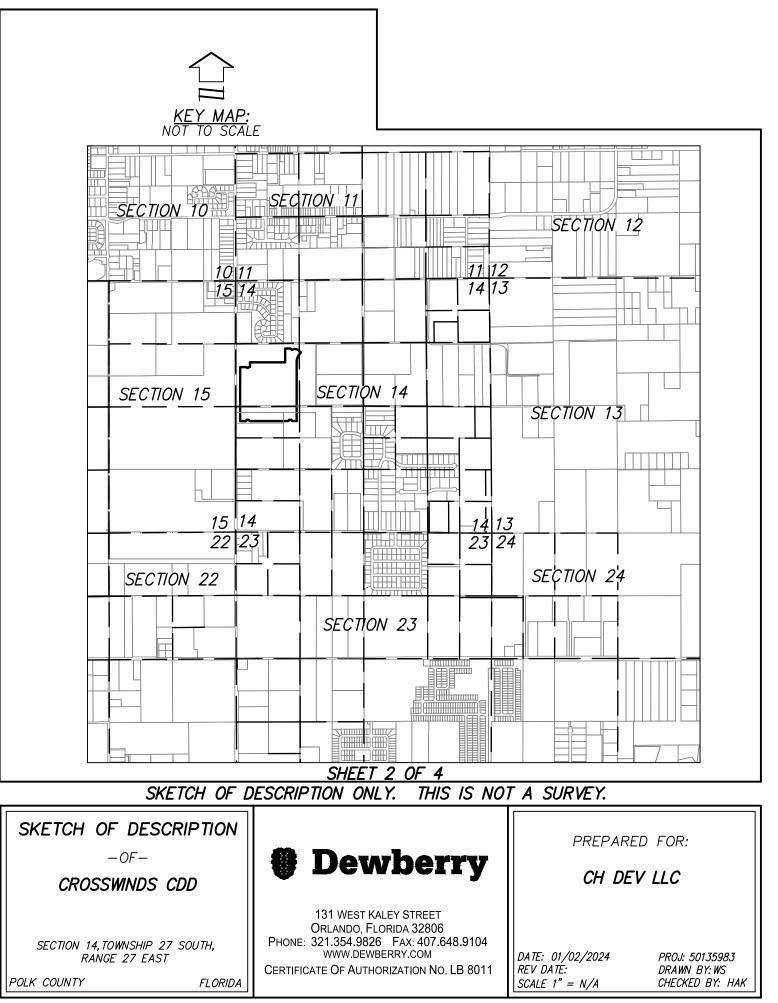


Exhibit A



LEGAL DESCRIPTION:

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

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE N89'47'05"E, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 SAID SECTION 14, A DISTANCE OF 91.07 FEET TO THE POINT BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN NOO'OO'O5"W, A DISTANCE OF 46.89 FEET; THENCE NOO'34'17"E, A OF DISTANCE OF 99.94 FEET; THENCE NO0'03'44"E, A DISTANCE OF 674.69 FEET; THENCE N89'59'55"E, A DISTANCE OF 132.63 FEET; THENCE S52°26'49"E, A DISTANCE OF 31.99 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 35'45'26", A CHORD BEARING OF N63'19'10"E AND A CHORD DISTANCE OF 52.19 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 53.05 FEET TO THE END OF SAID CURVE; THENCE NO0'00'05"W, A DISTANCE OF 96.00 FEET; THENCE N89'59'55"E, A DISTANCE OF 732.00 FEET; THENCE NOO'00'05"W, A DISTANCE OF 288.50 FEET; THENCE N89'59'55"E, A DISTANCE OF 107.63 FEET; THENCE S55'04'17"E, A DISTANCE OF 49.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 71'25'40", A CHORD BEARING OF S85'18'43"E AND A CHORD DISTANCE OF 128.42 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 137.13 FEET TO A POINT OF TANGENCY; THENCE S49'35'53"E, A DISTANCE OF 68.83 FEET; THENCE S40'24'04"W, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 255.82 FEET, A CENTRAL ANGLE OF 38'42'55", A CHORD BEARING OF S19'23'24"W AND A CHORD DISTANCE OF 169.59 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 172.86 FEET TO A POINT OF NON-TANGENCY; THENCE SOO'OO'O5"E, A DISTANCE OF 1229.87 FEET; THENCE S89'59'55"W, A DISTANCE OF 85.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90'00'00", A CHORD BEARING OF N45'00'05"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE S89'59'55"W, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90'00'00", A CHORD BEARING OF S44'59'55"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE S89'59'55"W, A DISTANCE OF 784.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90'00'00", A CHORD BEARING OF N45'00'05"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE S89'59'55"W, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90'00'00", A CHORD BEARING OF S44'59'55"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE S89'59'55"W, A DISTANCE OF 109.40 FEET; THENCE NOO'0O'06"E, A DISTANCE OF 301.48 FEET TO THE POINT OF BEGINNING.

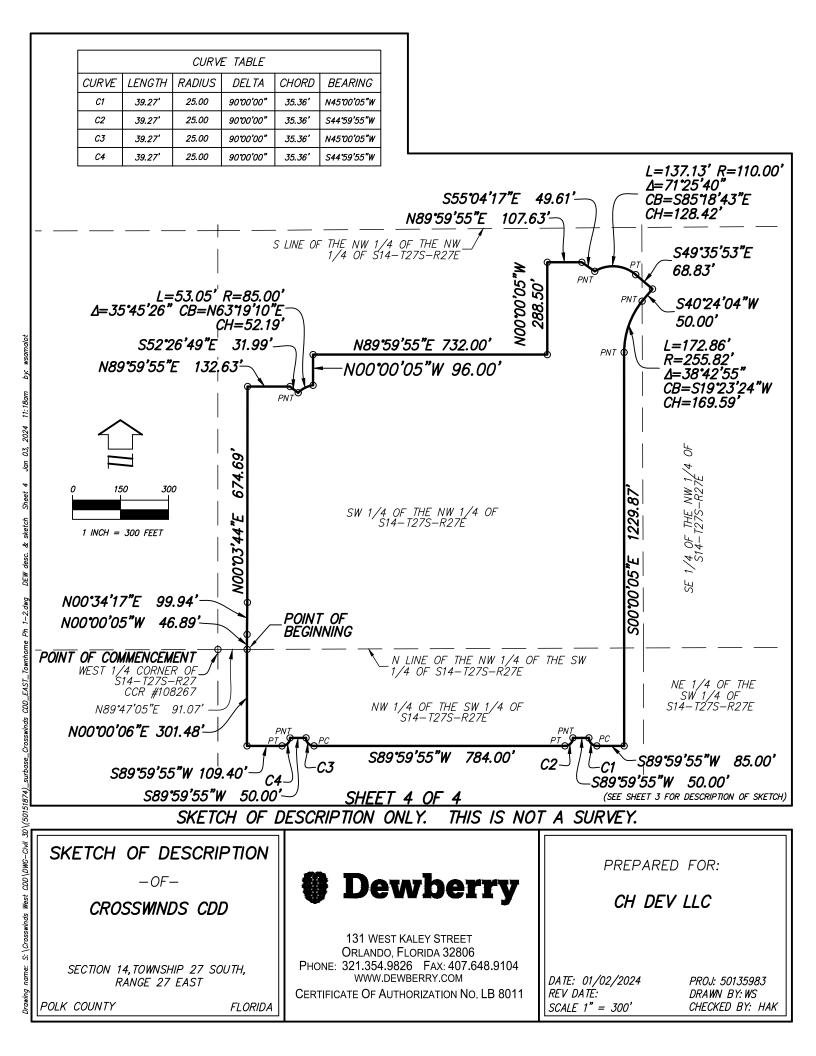
CONTAINING 1,491,957 SQUARE FEET OR 34.25 ACRES MORE OR LESS.

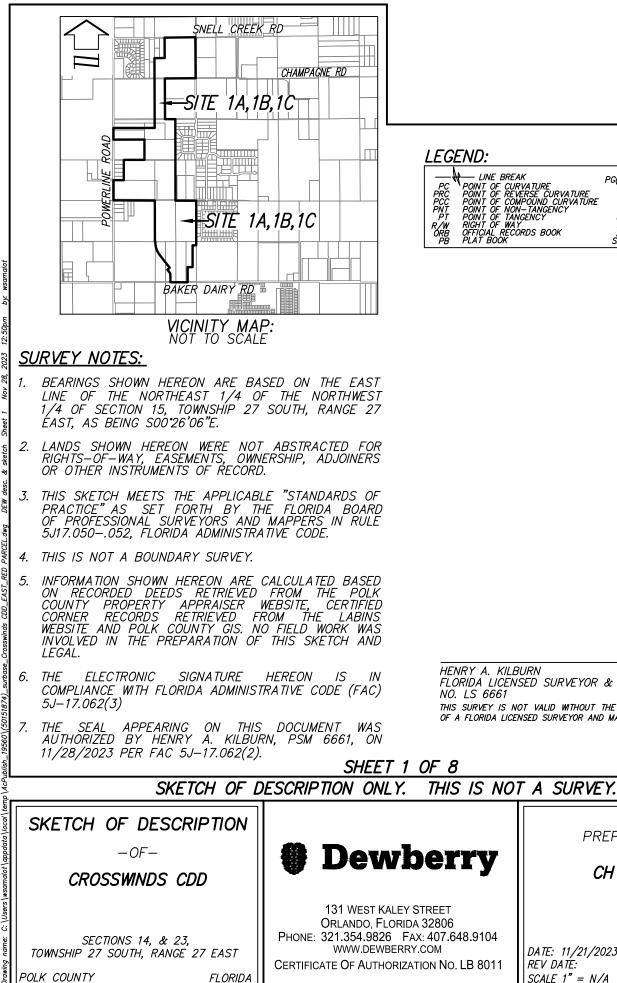
SHEET 3 OF 4

(SEE SHEET 4 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

5-Civil 3D	SKETCH OF DESCRIPTION		
CDD \D₩	-0F-	Dewberry	PREPARED FOR:
ds West	CROSSWINDS CDD	w Dombolly	CH DEV LLC
Drawing name: S: \Crosswin	SECTION 14,TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY FLORIDA	131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011	DATE: 01/02/2024 PROJ: 50135983 REV DATE: DRAWN BY:WS SCALE 1" = N/A CHECKED BY: HAK





LEGEND: LINE BREAK POINT OF CURVATURE POINT OF CURVATURE POINT OF COMPOUND CURVATURE POINT OF COMPOUND CURVATURE POINT OF NON-TANGENCY POINT OF TANGENCY RIGHT OF MAY OFFICIAL RECORDS BOOK PLAT BOOK PAGE(S) LENGTH RADIUS CENTRAL ANGLE CHORD BEARING CHORD LENGTH SQUARE FEET ACRES PG(S) k ĂC SEC ACRES SECTION

FLORIDA LICENSED SURVEYOR & MAPPER NO. LS 6661 THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE: 11/21/2023

SCALE 1'' = N/A

REV DATE:

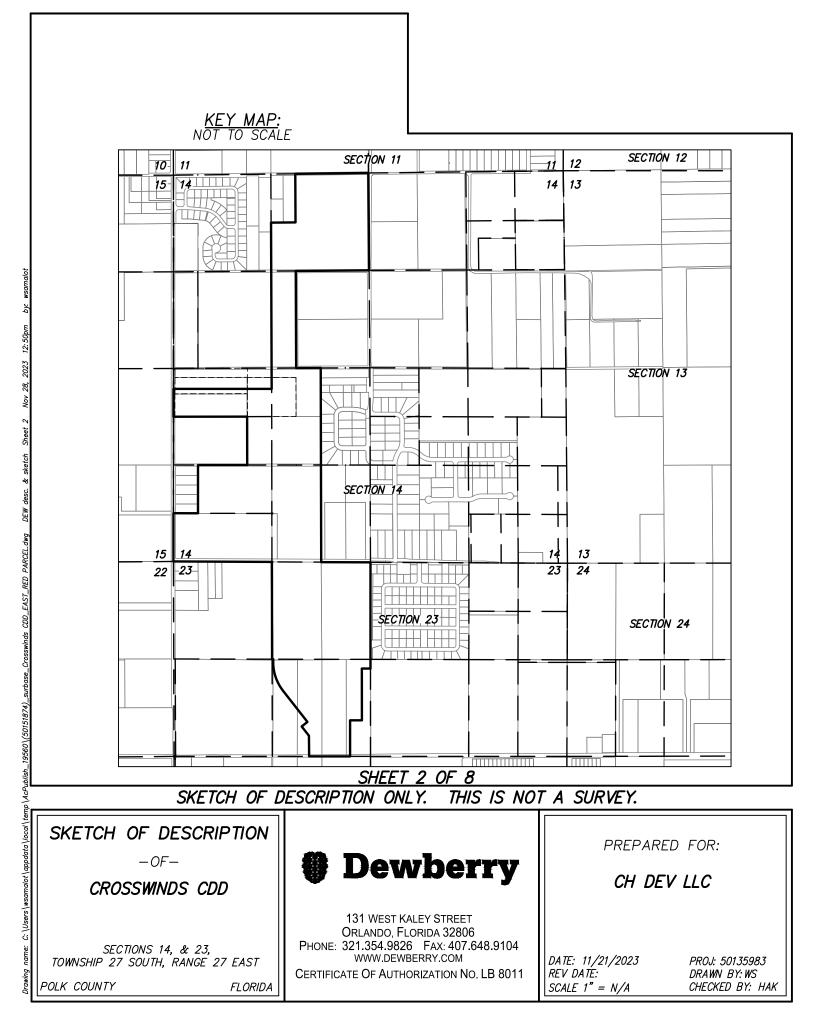
DATE HENRY A. KILBURN

> PROJ: 50135983 DRAWN BY: WS

> > CHECKED BY: HAK

PREPARED FOR:

CH DEV LLC



LEGAL DESCRIPTION:

12:50nn

2023 Nov 28,

Sheet

& sketch

DEW

RED EAST CDD

Crosswinds

(50151874)

19560

A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A pertinum of sections if any 23, iownship 27 south, mange 27 eAst, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 14; THENCE S0026'06'E, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 1318.33 FEET TO A POINT ON THE NORTH LINE, A DISTANCE OF 933.63 FEET, THENCE DEPARTING SAID NORTH LINE, RUN S007625'E, A DISTANCE OF 1315.13 FEET TO A POINT ON THE SOUTH LINE oF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S893'S8'W, ALONG SAID NORTH LINE, A DISTANCE OF 933.63 FEET, THENCE DEPARTING SAID NORTH LINE, RUN S007625'E, A DISTANCE OF 1315.13 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S007'S7'E, ALONG SAID EAST LINE A DISTANCE OF 1314.71 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S007'S7'E, ALONG SAID EAST LINE, A DISTANCE OF 1314.71 FEET TO A POINT ON THE EAST LINE AD DISTANCE OF 1314.71 FEET TO A POINT ON THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S007'S7'E, ALONG SAID EAST LINE, A DISTANCE OF 160.07 THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S007'S7'E, ALONG SAID EAST LINE, A DISTANCE OF 160.07 THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S007'S7'E, ALONG SAID EAST LINE, A DISTANCE OF 160.07 THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S007'S7'E, ALONG SAID EAST LINE, A DISTANCE OF 160.07 THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S007'S7'E, ALONG SAID EAST LINE, A DISTANCE OF 160.07 THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S007'S7'E, ALONG SAID EAST LINE, A DISTANCE OF 160.07 POLY ON THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S007'S7'E, ALONG SAID EAST LINE, A DISTANCE OF 148.08 FEET TO A POINT ON THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S007'S7'E, ALONG SAID EAST LINE, A DISTANCE OF 148.08 THE ANY OF A BUSKNEE STREET, THENCE MORTONG SAID WAST LINE, A DISTANCE OF 160.07 POLY ON THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S007'S7'E, ALONG SAID WAST

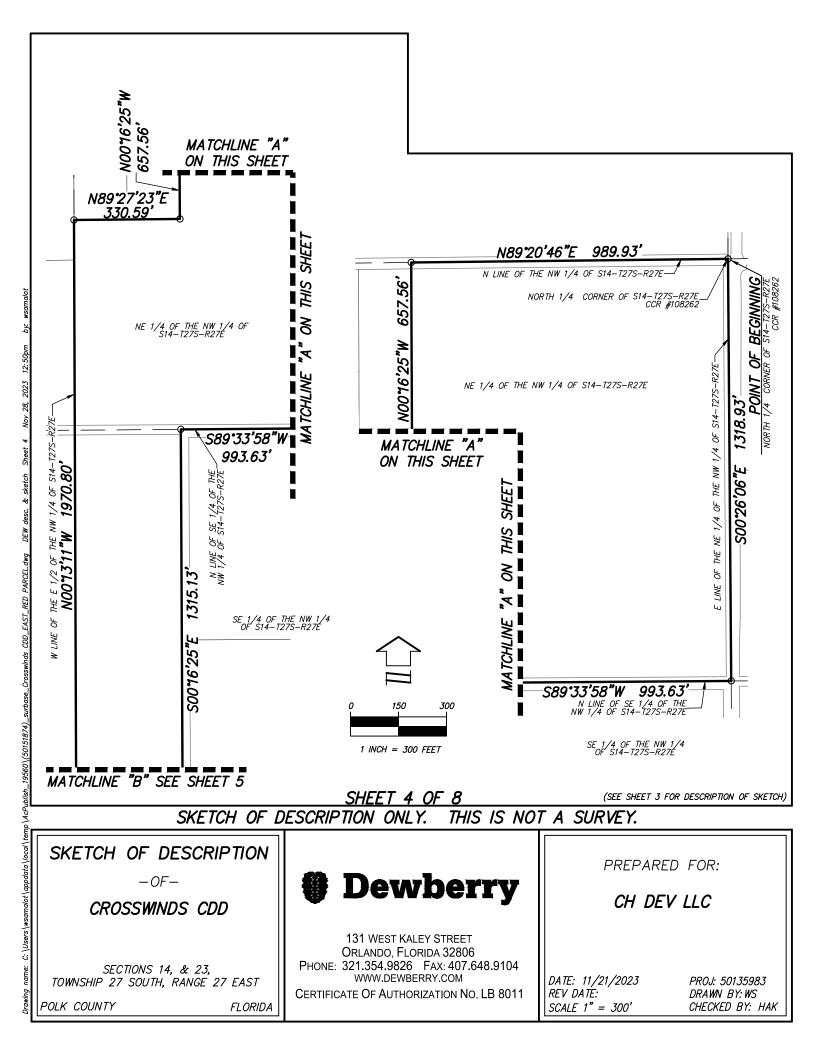
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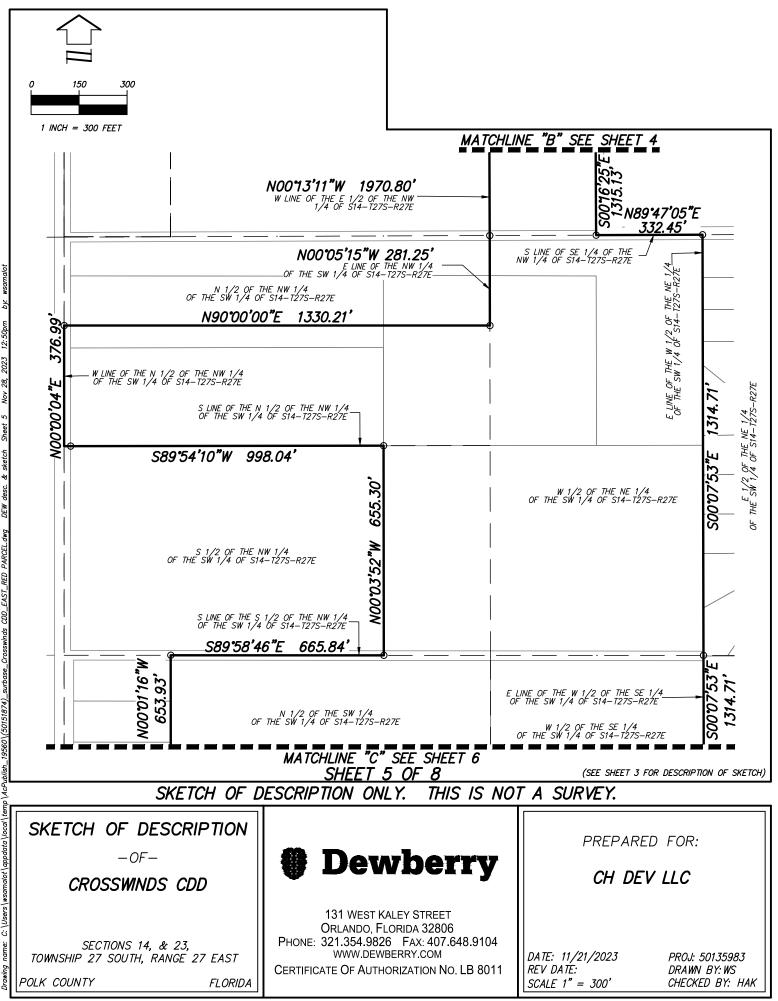
CONTAINING 204 ACRES MORE OR LESS.

SHEET 3 OF 8

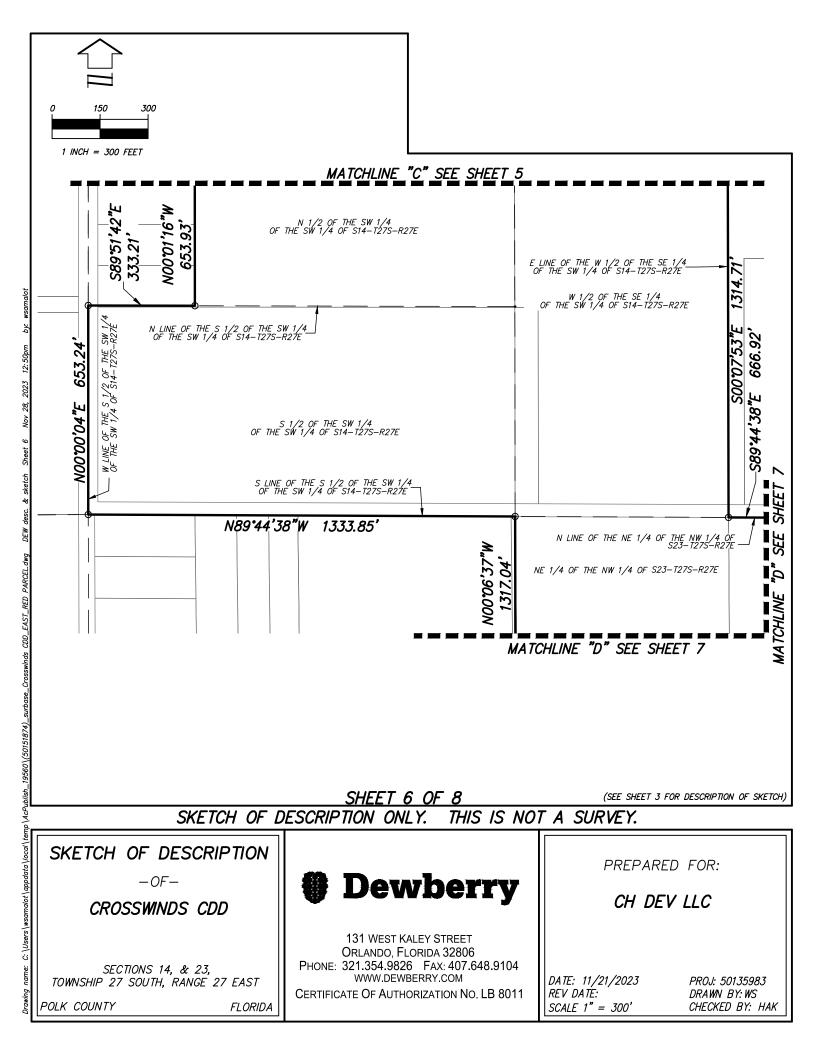
(SEE SHEET 4-6 FOR SKETCH OF DESCRIPTION)

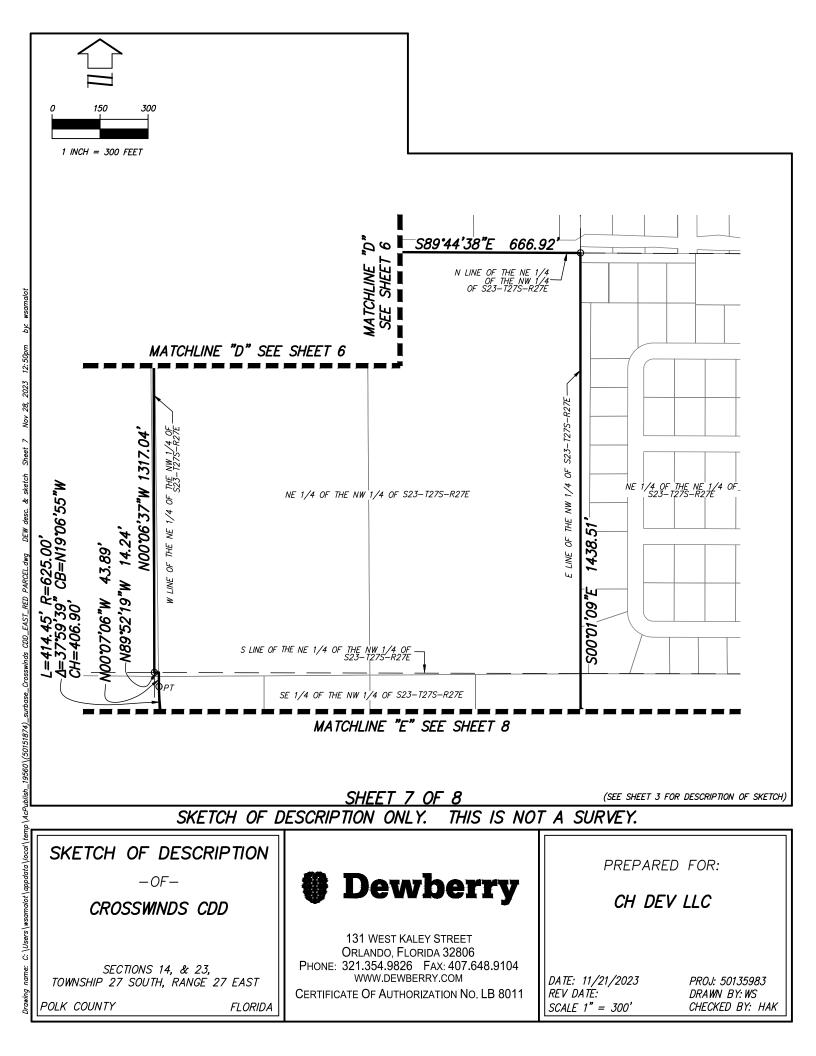
SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.			
SKETCH OF DESCRIPTI –OF– CROSSWINDS CDD	ION	Dewberry	PREPARED FOR: CH DEV LLC
SECTIONS 14, & 23, TOWNSHIP 27 SOUTH, RANGE 27 EA POLK COUNTY FL	4ST ORIDA	131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011	DATE: 11/21/2023 PROJ: 50135983 REV DATE: DRAWN BY: WS SCALE 1" = N/A CHECKED BY: HAK

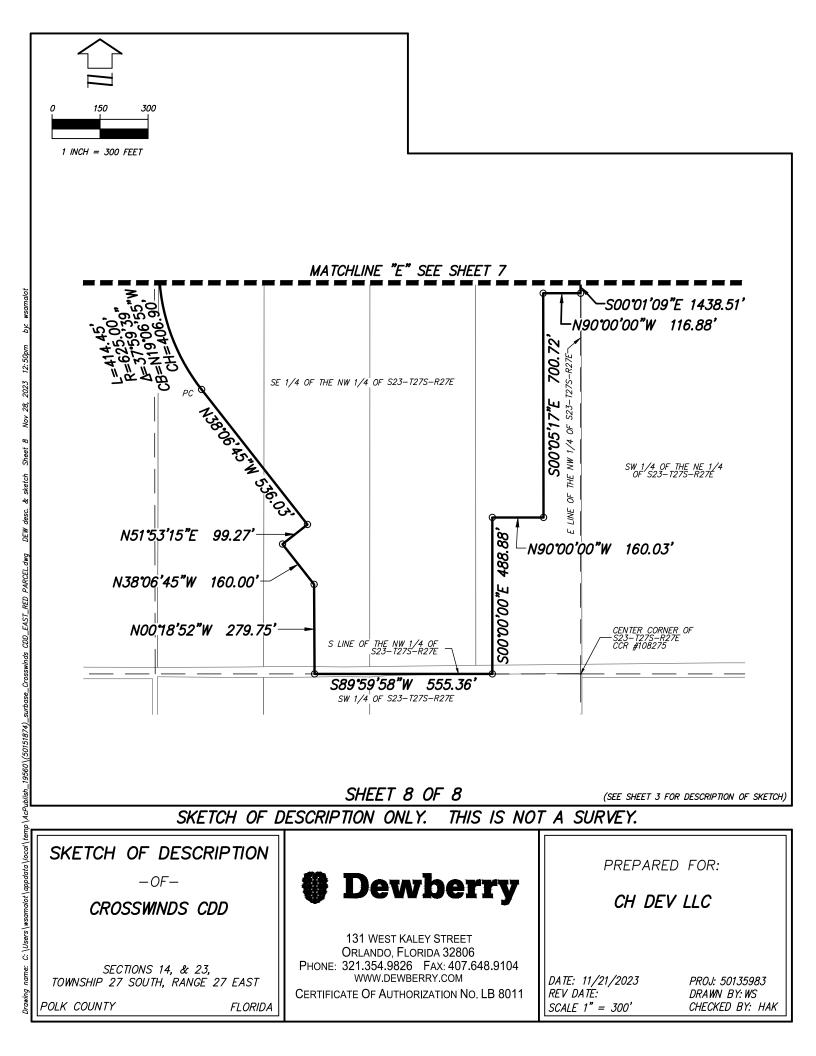




2023 Nov 28. Sheet 5 & sketch DEW RED PARCEL.dwg CDD EAST (50151874)AcPubl name: C: \Users \wsamalot \appdata \local \temp







SECTION V

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2024 (ASSESSMENT AREA ONE PROJECT); CONFIRMING THE DISTRICT'S PROVISION OF ASSESSMENT AREA ONE IMPROVEMENTS; CONFIRMING THE AMENDED MASTER ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING SPECIAL ASSESSMENT BONDS, SERIES 2024 (ASSESSMENT AREA ONE PROJECT); PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF ASSESSMENT AREA ONE SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Crosswinds East Community Development District ("District") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

WHEREAS, the District's Board of Supervisors ("Board") has previously adopted, after notice and public hearing, Resolution No. 2022-36 (the "Assessment Resolution"), relating to the imposition, levy, collection, and enforcement of master special assessments on the lands within the District; and

WHEREAS, pursuant to and consistent with the terms of the Assessment Resolution, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with a series of bonds and the terms of the bond issue;

WHEREAS, on February 13, 2024, the District entered into a Bond Purchase Contract whereby it agreed to sell \$25,785,000 of its Special Assessment Bonds, Series 2024 (Assessment Area One Project) (the "Assessment Area One Bonds"); and

WHEREAS, pursuant to and consistent with the Assessment Resolution, the District desires to set forth the particular terms of the sale of the Assessment Area One Bonds and to confirm the liens of the levy of special assessments securing the Assessment Area One Bonds.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and the Assessment Resolution.

SECTION 2. FINDINGS. The Board of Supervisors of the Crosswinds East Community Development District hereby finds and determines as follows:

(a) On August 24, 2022, the District, after due notice and public hearing, adopted the Assessment Resolution, which, among other things, equalized, approved, confirmed and levied master special assessments on property benefiting from the improvements authorized by the District. The Assessment Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution will be adopted to set forth the specific terms of each series of the bonds and certifying the amount of the liens of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, any True-Up amounts and the application of receipt of any True-Up proceeds.

(b) The District has adopted the Amended Master Engineer's Report, dated December 20, 2023, (the "Engineer's Report"), attached to this Resolution as **Exhibit A**, which identifies and describes the presently expected components of the infrastructure improvements for the District's development phases identified as: i) Crosswinds Single-Family Phases 1A, 1B, and 1C; ii) Crosswinds Townhomes Phase 1; and iii) The Grove Townhomes (together, the "Assessment Area One Project"), to be financed all or in part with the Assessment Area One Bonds (the "Improvements"), and estimates the costs of the Assessment Area One Project to be **\$75,027,757**. The District hereby confirms that the Assessment Area One Project serves a proper, essential, and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Assessment Area One Bonds.

(c) The District has adopted the *Master Assessment Methodology for Crosswinds East Community Development District,* dated July 13, 2022 (the "Master Report"), as supplemented by the *Supplemental Assessment Methodology for Assessment Area One,* dated February 13, 2023 (the "Supplemental Report" and together with the Master Report, the "Assessment Report"), attached to this Resolution as **Composite Exhibit B**. The Supplemental Report applies the Master Report to the terms of the Assessment Area One Bonds. The Assessment Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Assessment Area One Bonds.

(d) The Assessment Area One Project will specially benefit certain property within the District known as "Assessment Area One," a legal description of which is attached hereto as **Composite Exhibit C**. It is reasonable, proper, just and right to assess the portion of the costs of the Assessment Area One Project financed with the Assessment Area One Bonds to the specially benefited properties within the District as set forth in Resolution 2022-36 and this Resolution.

SECTION 3. CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR ASSESSMENT AREA ONE BONDS. As provided in the Assessment Resolution, this Resolution is intended to set forth the terms of the Assessment Area One Bonds and the final amount of the liens of the special assessments securing those bonds. The Assessment Area One Bonds, in a par amount of \$25,785,000, shall bear such rates of interest and maturity as shown on **Exhibit D** attached hereto. The final payment on the Assessment Area One Bonds shall be due on November 1, 2054. The estimated sources and uses of funds of the Assessment Area One Bonds shall be as set forth in **Exhibit E**. The debt service due on each series of the Assessment Area One Bonds is set forth on **Exhibit F** attached hereto.

(a) The lien of the special assessments securing the Assessment Area One Bonds on the Assessment Area One Lands (the "Assessment Area One Assessments"), shall be the principal amount due on the Assessment Area One Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment

discounts required by law and costs of collection. The Assessment Area One Bonds are secured solely by the lien against the Assessment Area One lands.

SECTION 4. ALLOCATION OF ASSESSMENTS SECURING ASSESSMENT AREA ONE BONDS.

(a) The special assessments for the Assessment Area One Bonds shall be allocated in accordance with **Composite Exhibit B**, which allocation may initially be on a per-acreage basis on unplatted lands and further allocated as lands are platted and upon individual platted lots. The Supplemental Report is consistent with the District's Master Report. The Assessment Methodology, considered herein, reflects the actual terms of the issuance of the District's Assessment Area One Bonds. The estimated costs of collection of the special assessments for the Assessment Area One Bonds are as set forth in the Assessment Report.

(b) The lien of the special assessments securing the Assessment Area One Bonds includes all property within the Assessment Area One lands, and as such land is ultimately defined and set forth in any plats, certificates of occupancy or other designations of developable acreage.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the Master Trust Indenture and the First Supplemental Trust Indenture, the District shall begin annual collection of special assessments for the payment due on May 1, 2024, for the Assessment Area One Bonds debt service payments using the methods available to it by law. Debt service payments and semi-annual installments of interest are reflected in **Exhibit G**. The Assessment Area One Bonds include an amount for capitalized interest through May 1, 2024.

(d) The District hereby certifies the special assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by Polk County and Florida law for collection. The District intends, to the extent possible and subject to entering into the appropriate agreements with the Polk County Tax Collector and Polk County Property Appraiser (or other appropriate Polk County, Florida officials) to collect the Assessment Area One Assessments on platted lands contained within a plat or certificate of occupancy using the Uniform Method in Chapter 197, *Florida Statutes*. The District intends, to the extent possible, to directly bill, collect and enforce the Assessment Area One Assessments on lands not included within an approved plat or certificate of occupancy unless in any year, the District determines it to be in its best interest to collect such assessments using the Uniform Method in Chapter 197, *Florida Statutes*. The District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the special assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law in order to provide for the timely payment of debt service.

SECTION 5. APPROVAL OF TRUE-UP PROCESS AND APPLICATION OF TRUE-UP PAYMENTS. Pursuant to Assessment Resolution there may be required from time to time certain True-Up payments. As parcels of land are included in a plat or certificate of occupancy or as platted lands may be re-platted, the special assessments securing the Assessment Area One Bonds shall be allocated as set forth in the Assessment Resolution, this Resolution, and the Assessment Methodology, including, without limitation, the application of the True-Up process set forth in Section 8 of Assessment Resolution. (a) Based on the final par amount of \$25,785,000 in Assessment Area One Bonds, the True-Up calculations will be made in accordance with the process set forth in the Assessment Methodology. The District shall apply all True-Up payments related to the Assessment Area One Bonds only to the credit of the Assessment Area One Bonds. All True-Up payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the First Supplemental Indenture, dated as of February 1, 2024, governing the Assessment Area One Bonds.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, city, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement the Assessment Resolution, which remains in full force and effect. This Resolution and the Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 8. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Assessment Area One Special Assessments securing the Assessment Area One Bonds in the Official Records of Polk County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 9. SEVERABILITY. If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

{Signature Block and Exhibit List Follow on Next Page}

APPROVED and **ADOPTED** this 28th day of February 2024.

ATTEST:

CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT

Secretary	Chairperson/Vice Chairperson,	
	Board of Supervisors	
Exhibit A:	Amended Master Engineer's Report, dated December 20, 2023	
Comp. Exhibit B:	Master Assessment Methodology for Crosswinds East Community Development District, dated July 13, 2022 (the "Master Report"), as supplemented by the Supplemental Assessment Methodology for Assessment Area One, dated	
Comp. Exhibit C:	February 13, 2023 Legal Description of Assessment Area One	
Exhibit D:	Maturities and Coupons of Assessment Area One Bonds	
Exhibit E:	Sources and Uses of Funds for Assessment Area One Bonds	
Exhibit F:	Annual Debt Service Payment Due on Assessment Area One Bonds	

Ехнівіт А Engineer's Report

REFERENCE NO. 50136844

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CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT

Amended Master Engineer's Report

DECEMBER 20, 2023



SUBMITTED BY Dewberry Engineers Inc. 800 North Magnolia Avenue Orlando, Florida 32803 407.843.5120

SUBMITTED TO Crosswinds East Community Development District Attn: Jill Burns 219 East Livingston Street Orlando, Florida 32801 407.841.5524

ORIGINAL

Engineer's Report

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1. Introduction

Crosswinds East Community Development District (the "District" or "CDD") is located partially within unincorporated Polk County ("County"), and partially within Haines City ("City"), Florida. It is generally located east of US 17-92, south of Adair Road, and north of E Johnson Ave. The District currently contains approximately 779± acres and is expected to consist of 3,807 single family and townhome residential lots of various sizes with recreation/amenity areas, parks, and associated infrastructure for the development.

The CDD was established under the County Ordinance #2022-051, which was approved by the Board of County Commissioners on July 5, 2022, and became effective July 8, 2022. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

The master developer is GLK Real Estate, LLC ("Developer"), which is based in Winter Haven, Florida. The development is approved as a Planned Development (PD) for Residential Units to be constructed in three (3) phases. A land use summary is presented in Table 1.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the County, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of the probable cost of the public improvements are provided in Exhibit 7B of this Report.

The Capital Improvement Plan (CIP) set forth in this Engineer's Report reflects the present intentions of the District and the landowners. It should be noted that the location of the proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits to the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development while maintaining a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

LAND USE SUMMARY		
LAND USE	AREA (AC)	
Master Stormwater System	165.90 ac	
Residential Land (Single-Family 40-ft and 50-ft Lots)	339.99 ac	
Roadways Infrastructure & Public Facilities	107.86 ac	
Open Space/Conservation Areas/Parks	165.25 ac	
TOTAL	779 ac	

Table 1.1 Land Use Summary

Table 1.2 Lot Summary

LOT SU	IMMARY
LOT TYPE	NUMBER OF LOTS
40-ft	1,030
50-ft & 52-ft	2,031
Townhomes	746
TOTAL	3,807

Implementation of any proposed facilities or improvements outlined in this Report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this Report are based on the best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates as final engineering and specific field conditions may affect construction costs, along with market factors and inflation.



All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will be dedicated by the District to Haines City for ownership and maintenance upon completion.

2. Purpose and Scope

The purpose of this Report is to provide engineering support for the funding of the proposed improvements within the District. This Report identifies the proposed public infrastructure to be constructed or acquired by the District along with an Opinion of Probable Construction Costs. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

The predominant portion of this Report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have been completed and permitted for the improvements described herein. The engineer has considered and, in specific instances, has relied upon the information and documentation prepared or supplied by others to prepare this Report.

3. The Development

The development will consist of 3,807 residential units and associated infrastructure. The development is a planned residential community consisting of 779 acres, located east of US 17-92, south of Adair Road, and north of E. Johnson Avenue. It is located partially within unincorporated Polk County and partially within Haines City. The current uses of the property are tree crops, pastureland/cropland, and other rural open lands. The development is zoned LDR (low density residential) and A/RR (agricultural/rural residential). The development will be constructed in three (3) phases.

4. Capital Improvements

The CIP consists of public infrastructure in the development. The primary portions of the CIP will provide for stormwater pond construction, roadways built to an urban roadway typical section, water, and sewer facilities including three lift stations, and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

Stormwater structures and conveyance culverts will be constructed within the CIP, which will outfall into the various on- site stormwater ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP.

Below-ground installation of telecommunications and cable television will occur but will not be funded by the District. The incremental cost of undergrounding power within the public rights-of-way or easements will be funded by the District.

As a part of the recreational component of the CIP, conservation areas will serve as passive parks within the development that are available to the public for utilization of the facilities. The recreational areas will have connectivity via sidewalks to the other portions of the District. The recreational areas will be open to the public and accessible by public roadways and sidewalks.



5. Capital improvement Plan Components

The CIP for the District includes the following:

5.1 Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater treatment systems are regulated by the County and SWFWMD.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C0240G, dated 12/22/2016, demonstrates that the property is located within Flood Zone A. The 100-year flood volumes will be compensated as required the County and FEMA.

During the construction of stormwater management facilities, utilities, and roadway improvements, the contractor will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by the Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reports as required by the National Pollutant Discharge Elimination System (NPDES) General Permit with erosion control, its maintenance, and any rainfall events that occur during construction activity. The District will maintain ownership and maintenance responsibility of the stormwater management facilities once construction is completed.

5.2 Public Roadways

The proposed public roadway sections consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides of 22-foot roadways with 50-foot right-of-way, 40-foot roadways (entrance streets) with 80foot right-of-way, and 24-foot roadways with 110-foot right-of-way. The proposed roadway sections will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base, and asphalt type roadway wearing surface. The proposed curb is to be 2-feet wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and to provide stormwater runoff conveyance to the proposed stormwater inlets.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications and addressing, which will be utilized by the residents and public. As stated above, the District is anticipated to own, operate, and maintain all roadways within the District, including sidewalks in the right-of-way and storm drainage collection systems

(from the curb inlets to their connection to the stormwater ponds).

5.3 Water and Wastewater Facilities

A potable drinking water system inclusive of a water main, gate valves, fire hydrants, and appurtenances will be installed. The City of Haines City will be the water service provider. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Sewer laterals will branch off from these sewer lines to serve the development. Lift stations are included within the CIP. Flow from the lift stations shall be connected to a

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proposed force main that will pump to an existing force main that will connect to Haines City's wastewater treatment facility. No water or sewer laterals will be placed within private lots or private property.

Haines City will provide the reclaimed water to be used for all irrigation within the CDD. The reclaimed water will be funded by the District and installed onsite within the roadways to provide for irrigation within the public right-of-way and other areas with irrigation needs. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

5.4 Off-Site Improvements

The District will provide funding for the anticipated turn lanes, to be dedicated by the District and subsequently owned by the County, at the development entrances. The site construction activities associated with the CIP are anticipated to be completed in four (4) years. Upon completion, the required inspections will be performed, and final certifications of completion will be obtained from the County, SWFWMD, and FDEP (water distribution and wastewater collection systems).

5.5 Amenities and Parks

The District will provide funding for an amenity center to include the following: parking areas, restroom facilities, pool, all-purpose playfields, and walking trails between the phases and villages to provide connectivity to the various amenity centers within the District. In addition, there will be passive parks throughout the development, which will include benches and walking trails. The amenities and parks will be open to the public pursuant to a reasonable fee adopted by the Board of Supervisors pursuant to Florida Law.

5.6 Electric Utilities and Lighting

The electric distribution system throughout the District is currently planned to be underground, The District presently intends to fund and construct the incremental cost of undergrounding of the electric conduits, transformer/cabinet pads, and electric manholes required by Duke Energy (Duke). The District will retain ownership of the electric distribution system, which will be maintained by Duke after the dedication to the District, with Duke providing underground electrical service to the development.

5.7 Entry Feature

Landscaping, irrigation, entry features, and walls at the entrances and along the outside boundary of the development will be provided by the District. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover, and trees for the internal roadways within the District. Perimeter fencing will be provided at the site entrances and perimeters, which will be funded, owned, and maintained by the CDD.

5.8 Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this Report are anticipated to be financed by the District to benefit all the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family/residential planned development.

5.9 Permitting

Construction permits for all phases are required and include the SWFWMD ERP, Polk County Health Department, FDEP, and City of Haines City construction plan approval.

Following is a summary of required permits obtained or pending approval for the construction of the public infrastructure improvements for the District.



PERMIT STATUS			
PERMITS/APPROVALS	APPROVAL/EXPECTED APPROVAL DATE		
	PHASE 1	PHASE 2	FUTURE PHASES
Zoning Approval – Haines City	Residential Planned Unit Development (RPUD) Approved	Residential Planned Unit Development (RPUD) Approved	To be obtained
Preliminary Plat – Haines City	Approved 5/18/23	Approved 12/7/23	To be obtained
SWFWMD ERP	Approved 3/13/2023	To be obtained	To be obtained
Construction Permits – Haines City	Approved 10/9/2023	To be obtained	To be obtained
FDEP Sanitary Sewer General Permit	Approved 12/6/2023	To be obtained	To be obtained
FDEP Polk County Health Dept. Water Distribution General Permit	Approved 11/13/2023	To be obtained	To be obtained
FDEP NOI	To be obtained	To be obtained	To be obtained
Polk County Concurrency (School)	Approved 6/1/2023	Approved 6/1/2023	To be obtained

Table 5.1 Permit Status

6. Recommendation

As previously described, the public infrastructure is necessary for the development and functional operation as required by the City and County. The site planning, engineering design, and construction plans for the infrastructure are in accordance with the applicable requirements of the City, County, SWFWMD, and FDEP. It should be noted that the infrastructure will provide its intended use and function as long as the construction and installation are in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the Opinion of Probable Costs of this Report are based upon the proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current City, County, SWFWMD, and FDEP regulations.

7. Report Modification

During the development and implementation of the designed public infrastructure improvements, it may be necessary to make modifications and/or deviations to the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the cost differences would not materially affect the proposed construction cost estimates.

8. Summary and Conclusion

The improvements as outlined are necessary for the functional development of the District and consist of an interrelated system of improvements. The District is being designed in accordance with current government regulatory requirements. The development will serve its intended function provided the construction is in substantial compliance with the design. Construction of the development is based upon current development plans.

9. Engineer's Certification

It is our professional opinion that the public infrastructure costs for the CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District and the value is at least the same as the costs for said improvements. Assets will be purchased by the District at the lesser of fair market value or actual cost. All improvements financed by the District will be on land owned by, or subject to a permanent easement in favor of, the District or another governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the County. However, labor market, future costs



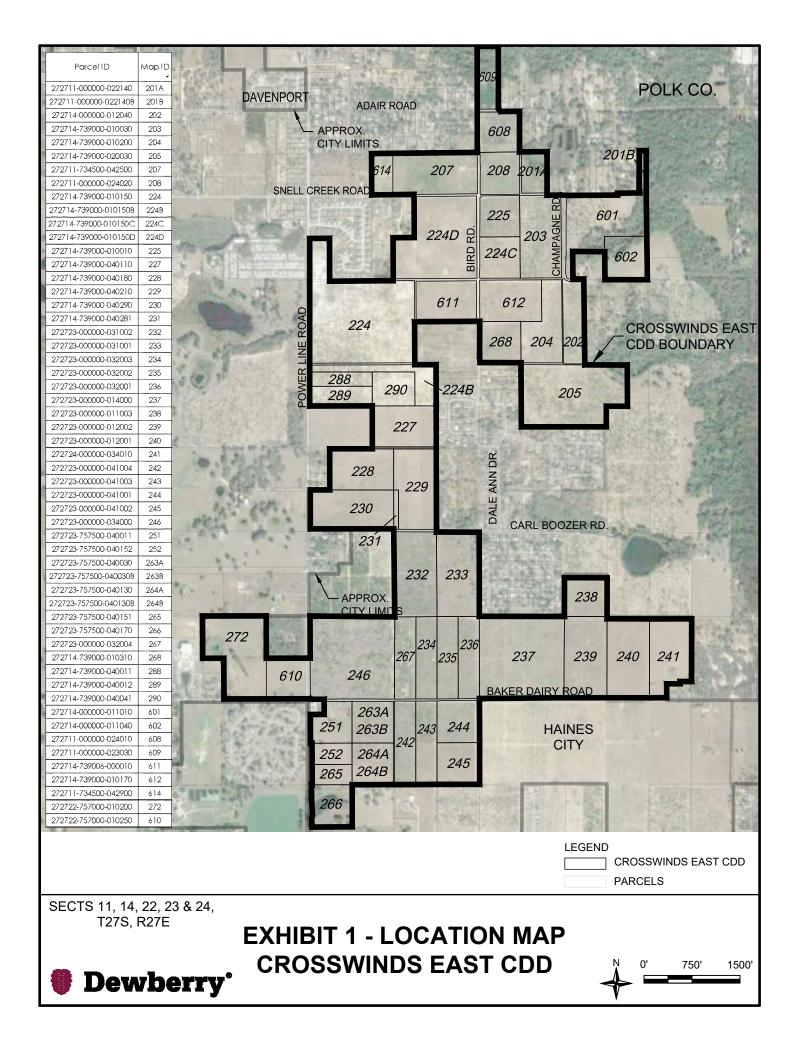
of equipment; materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

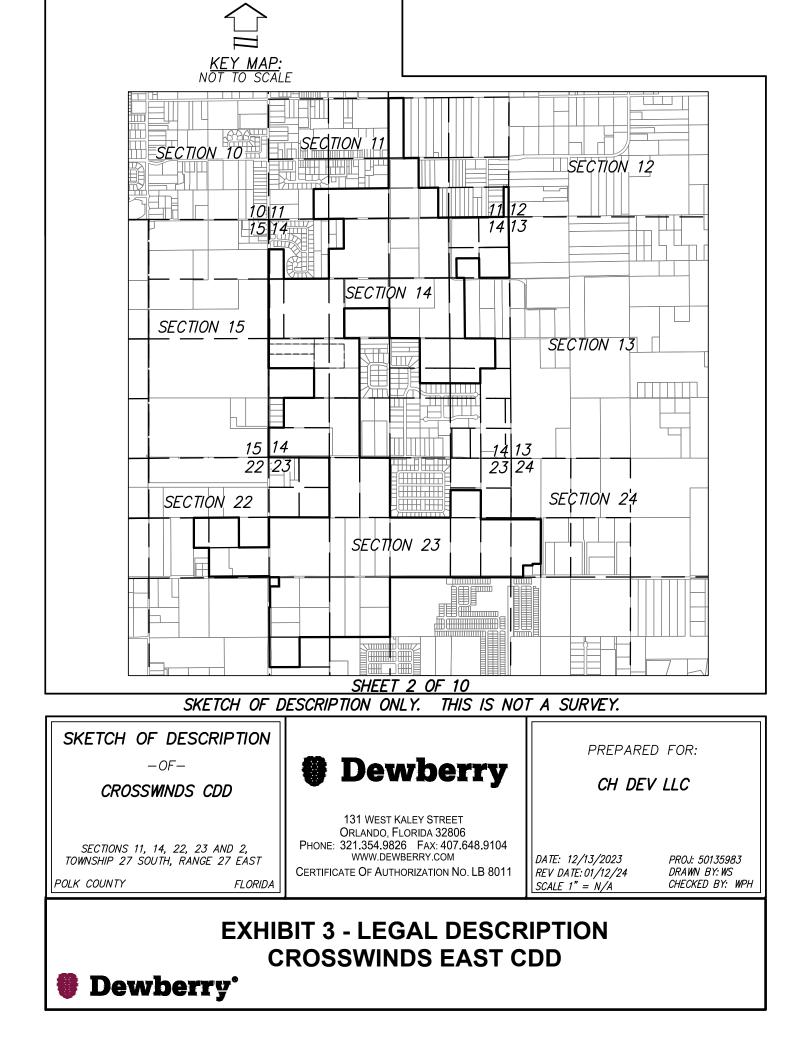
Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the CIP improvements cannot be constructed at the cost described in this Report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this Report. We believe that the District will be well served by the improvements discussed in this Report.

I hereby certify that the foregoing is a true and correct copy of the Engineer's Report for the Crosswinds East Community Development District.

Reinardo Malavé, P.E. Florida License No. 31588







LEGAL DESCRIPTION:

A PORTION OF SECTIONS 11, 14, 22, 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTON, OF SECTIONS 11, 14, 22, 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE ARTICULARLY DESCRIBED AS FOLLOWS: BEONNING AT THE NORTHEAST CONNER OF SAD SECTION 14, THENCE SOUTH SUF A DISTANCE TO THE NORTHEAST 1/4 OF SAD SECTION 24 A DISTANCE OF 138.59 FEET OF A POINT ON THE SOUTH UNE OF THE SOUTHAST 1/4 OF THE NORTHEAST CONNER OF SADD SECTION 14, THENE SOUTHAST AND SOUTH UNE OF THE SOUTHAST 1/4 OF THE NORTHEAST CONNER OF SADD SECTION 14, THENE SOUTHAST AND SOUTH UNE OF THE SOUTHAST 1/4 OF NORTHEAST 1/4 OF SAD SECTION 14, THENE SOUTHAST, ALONG SAD SOUTH UNE A DISTANCE OF FOR SOUTH CONNER ALONG SAD WEST LINE, A DISTANCE OF 43001 FEET, THENE OF GRAFTING SAD WEST LINE, RUN SOUTHAND, A DISTANCE OF 500.07 FEET, THENC OF SATOT FEET, THENE OF CHARTING SAD WEST LINE, RUN SOUTHAND, A DISTANCE OF 169.28 FEET, HENCE GRAFTING SOUTH LINE, A DISTANCE OF 43001 FEET, TO A POINT ON THE SOUTH UNE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SADD SECTION 14, THENCE NB94643T, ALONG SAD SOUTH UNE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SADD SECTION 14, THENCE NB94643T, ALONG SAD SOUTH UNE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SADD SECTION 14, THENCE NB90785T, CA DISTANCE OF 659.30 FEET, THENCE MERINE SADD NORTH UNE, RUN SOUTEST CA DISTANCE OF 169.28 FEET, THENCE 1/4 OF THE NORTHEAST 1/4 OF SADD SECTION 14, THENCE SADD SECTION 14, THENCE NB94763T, ALONG SADD SOUTH UNE A DISTANCE OF 332.12 FEET, THENCE GEPARTING SADD SECTION 14, THENCE THE SOUTHAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST

SHEET 3 OF 10

(SEE SHEET 5-10 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION PREPARED FOR: Dewberry -OF-CH DEV LLC CROSSWINDS CDD **131 WEST KALEY STREET** ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 SECTIONS 11, 14, 22, 23 AND 2, WWW.DEWBERRY.COM TOWNSHIP 27 SOUTH. RANGE 27 EAST DATE: 12/13/2023 PROJ: 50135983 CERTIFICATE OF AUTHORIZATION NO. LB 8011 REV DATE: 01/12/24 DRAWN BY:WS POLK COUNTY CHECKED BY: WPH FLORIDA SCALE 1'' = N/A

EXHIBIT 3 - LEGAL DESCRIPTION CROSSWINDS EAST CDD

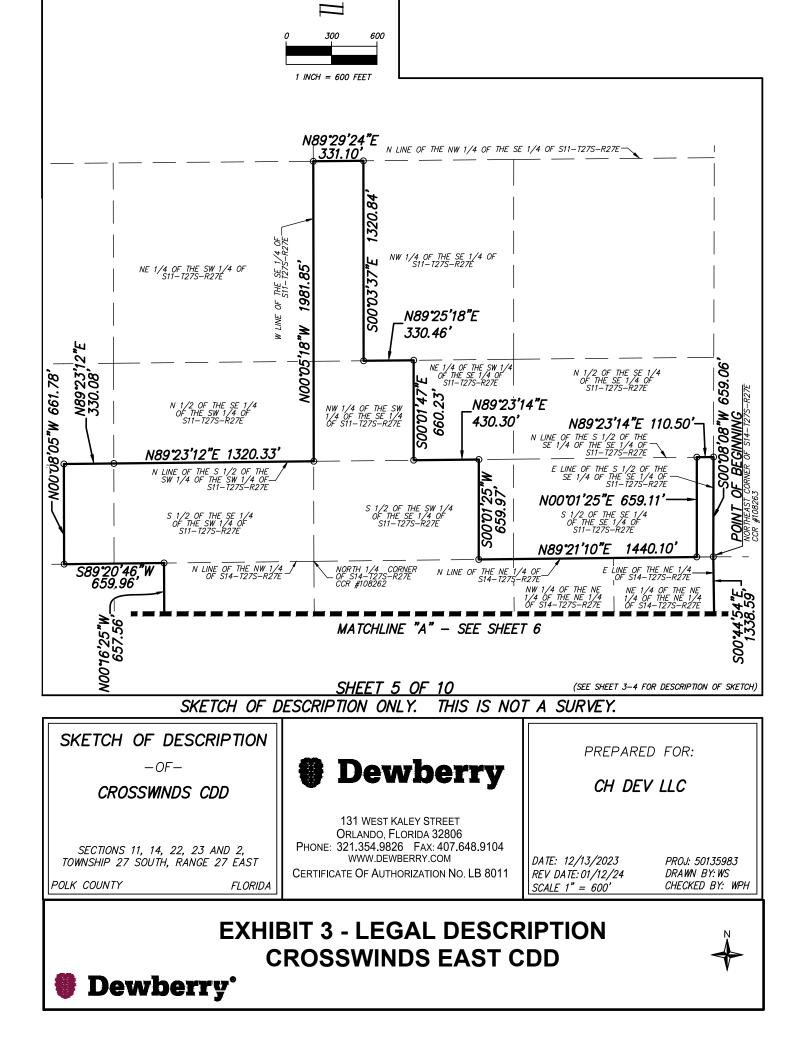
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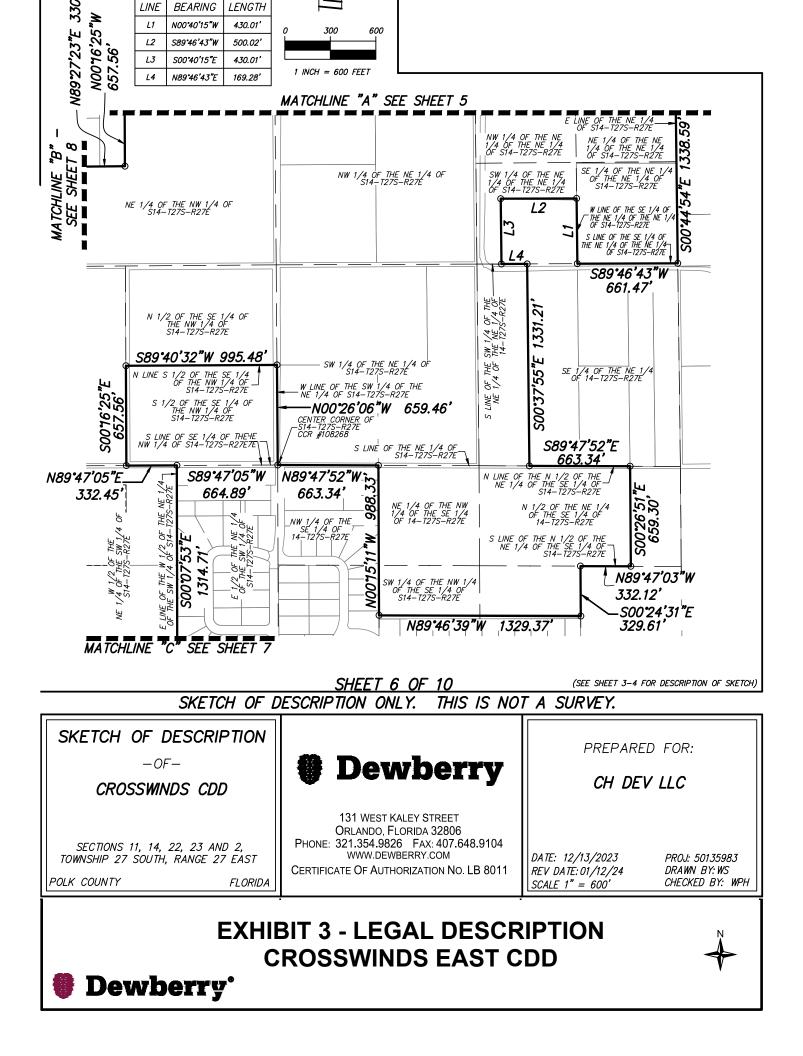
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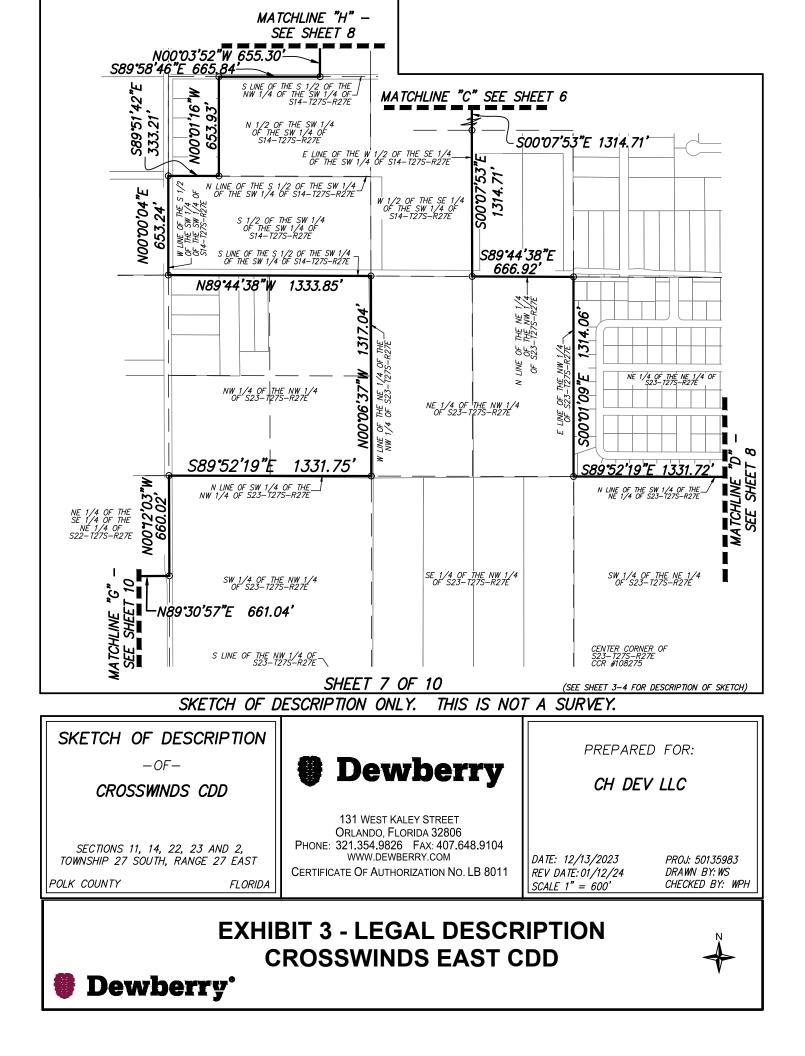
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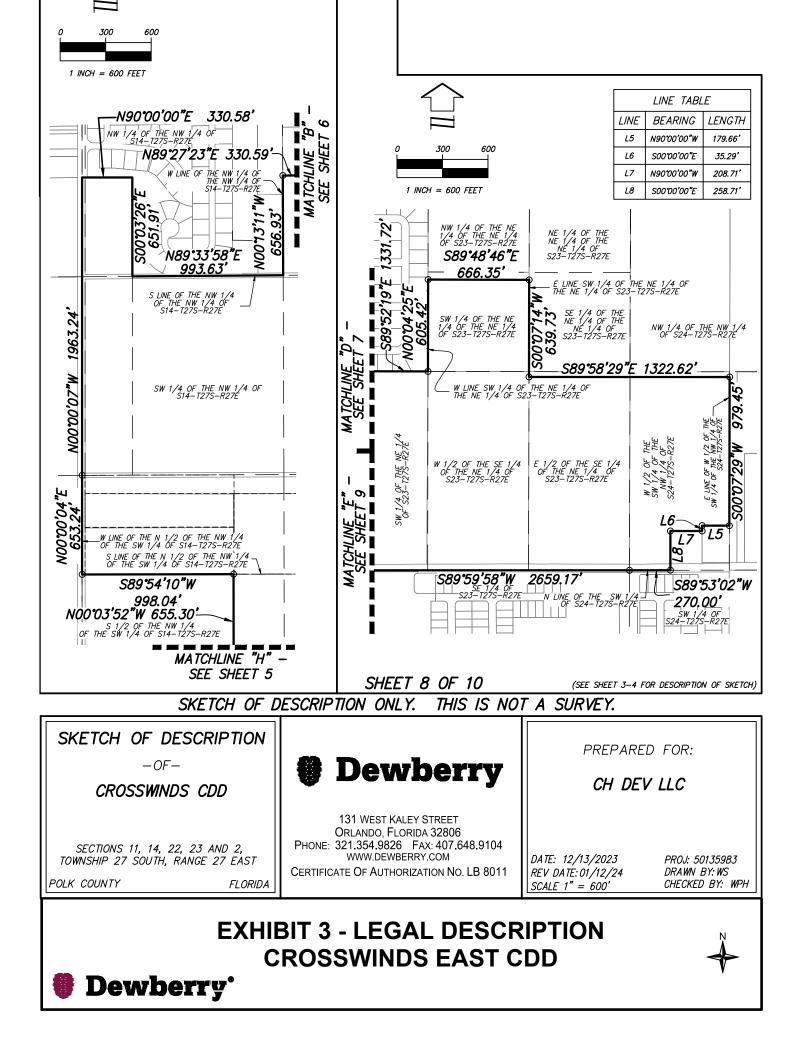
CONTAINING 33,948,903 SQUARE FEET OR 779 ACRES MORE OR LESS.

	SHEET 4 OF 10	(SEE SHEET 5–10 FOR SKETCH OF DESCRIPTION)
SKETCH OF D	ESCRIPTION ONLY. THIS IS NO	T A SURVEY.
SKETCH OF DESCRIPTION		PREPARED FOR:
-OF- CROSSWINDS CDD	Dewberry	CH DEV LLC
SECTIONS 11, 14, 22, 23 AND 2, TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY FLORIDA	131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011	DATE: 12/13/2023 PROJ: 50135983 REV DATE: 01/12/24 DRAWN BY: WS SCALE 1" = N/A CHECKED BY: WPH
	BIT 3 - LEGAL DESCR ROSSWINDS EAST C	RIPTION

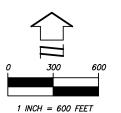








LINE TABLE		
LINE	BEARING	LENGTH
L9	N89*59'58"E	195.00'
L10	N075'17"W	200.00'
L11	S89*59'58"W	215.00'
L12	N072'03"W	25.00'



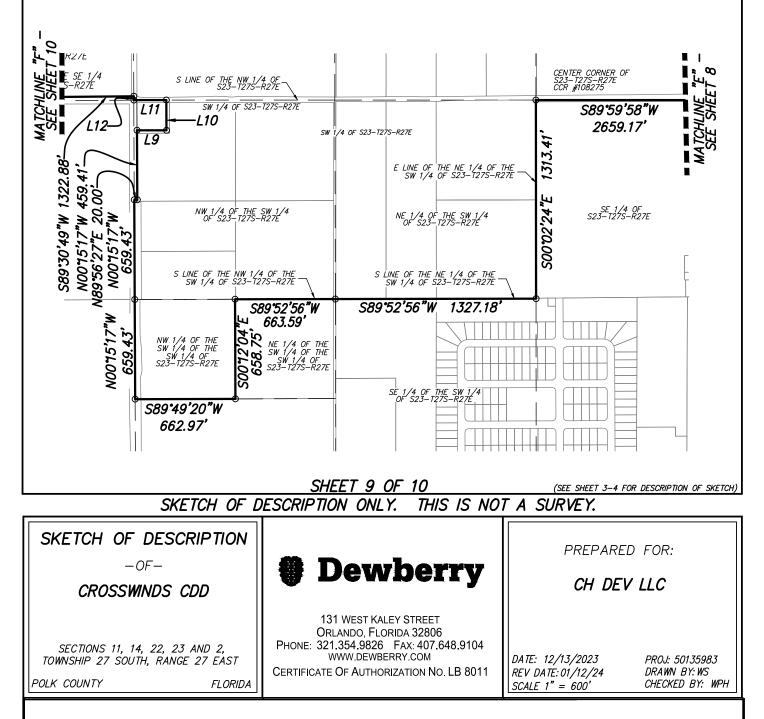
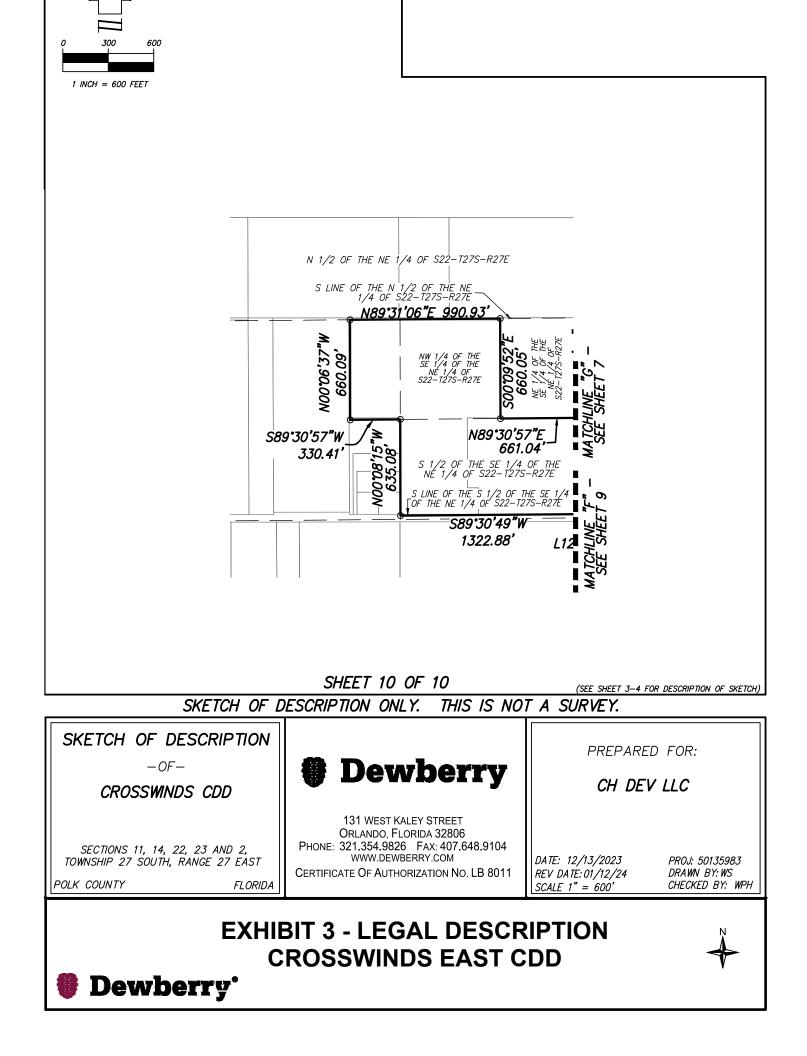
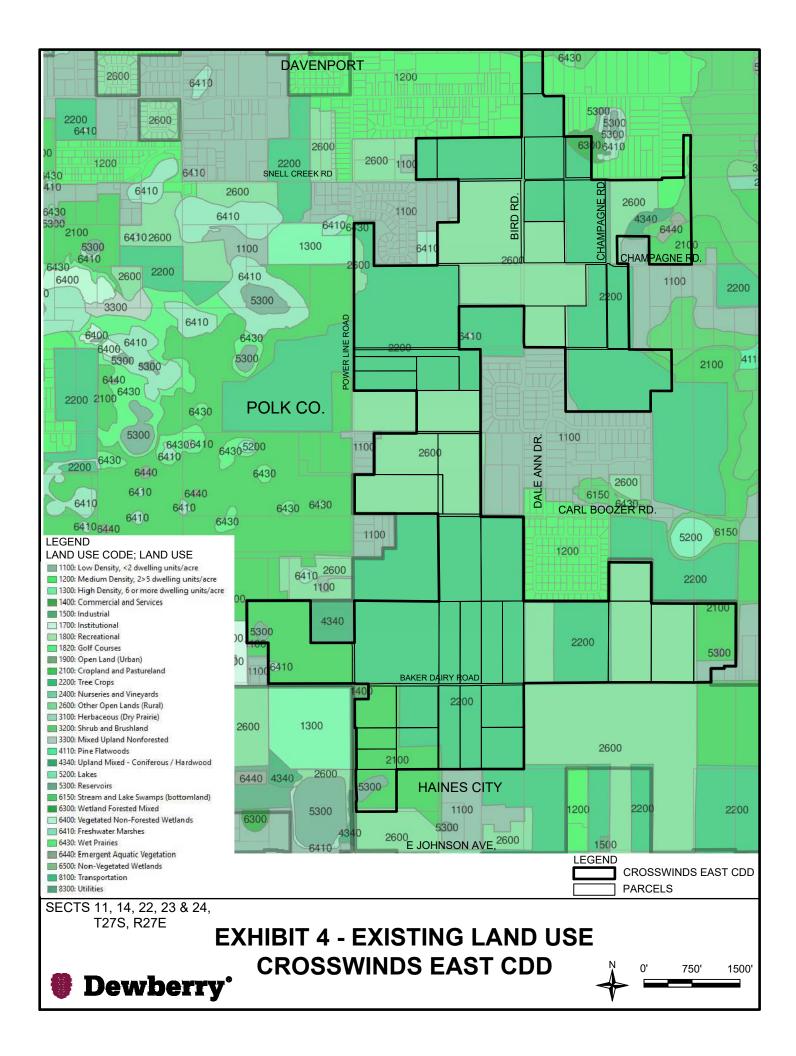
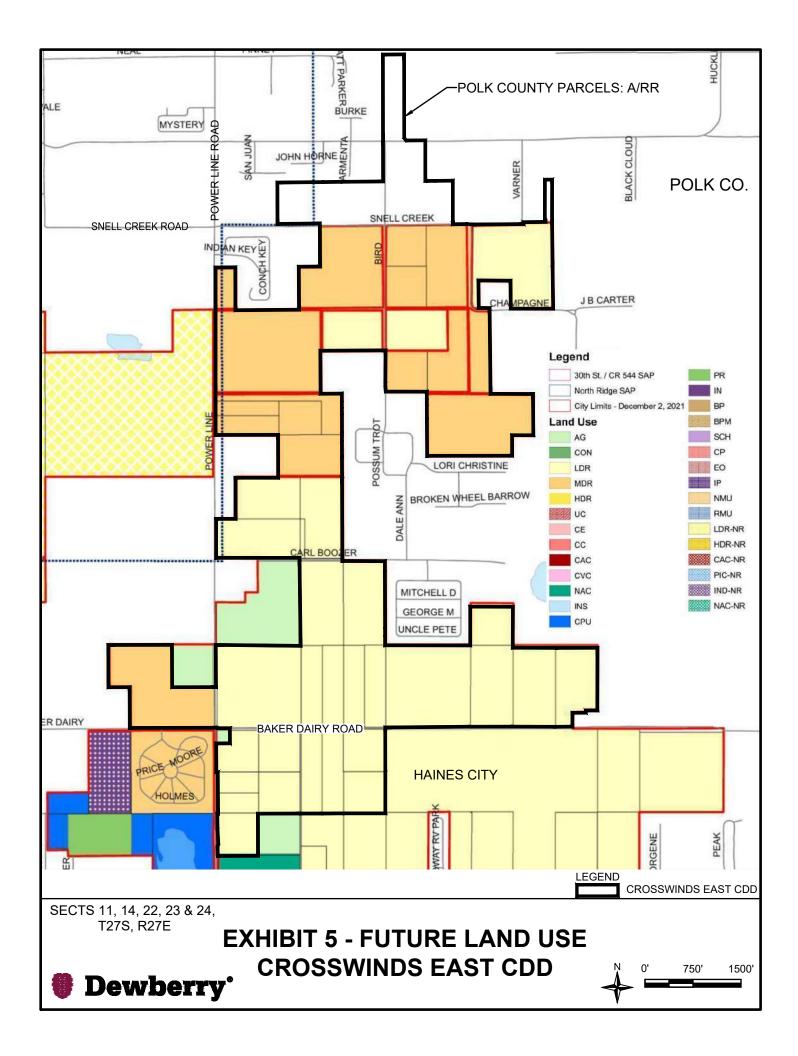


EXHIBIT 3 - LEGAL DESCRIPTION CROSSWINDS EAST CDD Dewberry*









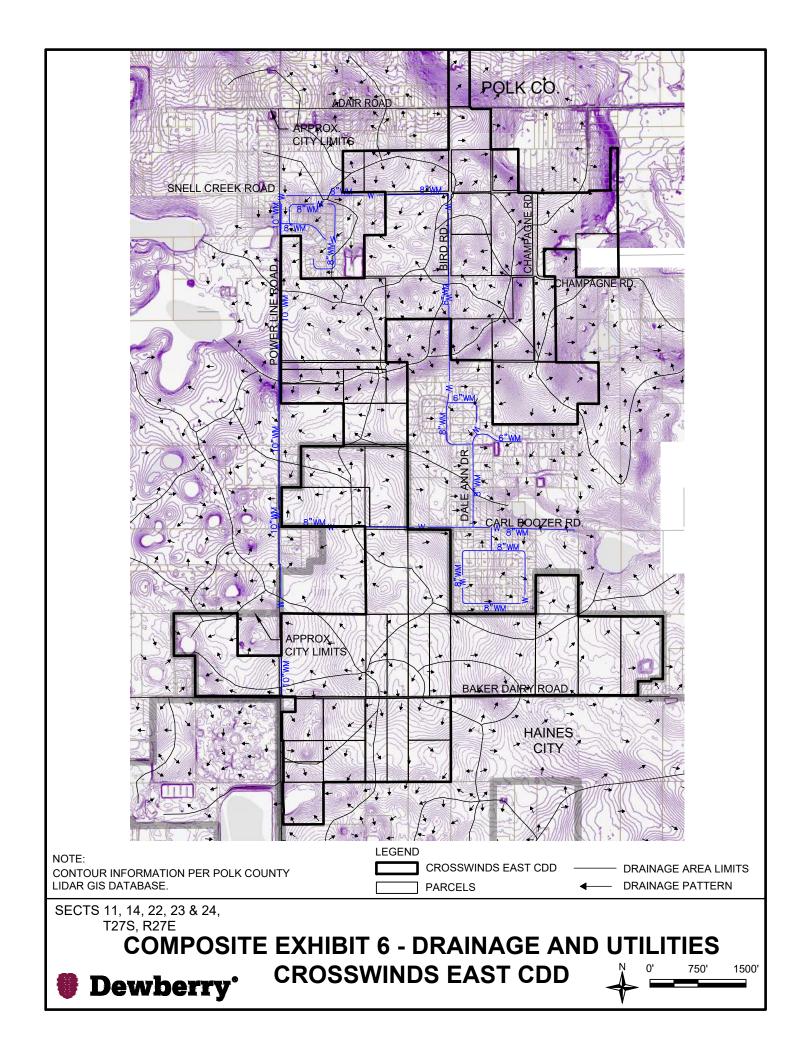


Exhibit 7A

SUMMARY OF PROPOSED DISTRICT FACILITIES							
DISTRICT INFRASTRUCTURE	CONSTRUCTION	OWNERSHIP	CAPITAL FINANCING	OPERATION AND MAINTENANCE			
Entry Feature & Signage	District	District	District Bonds	District			
Stormwater Facilities	District	District	District Bonds	District			
Lift Stations/Water/Sewer	District	City of Haines City	District Bonds	City of Haines City			
Conduit	District	Duke Energy/District**	District Bonds	Duke Energy			
Road Construction	District	District	District Bonds	District			
Parks & Amenities	District	District	District Bonds	District			
Offsite Improvements	District	Polk County	District Bonds	Polk County/City of Haines City			

Costs not funded by bonds will be funded by the developer.

*Includes stormwater pond excavation. Excludes grading of each lot in conjunction with lot development and home construction, which will be provided by home builders. Does not include the cost of transportation of fill for use of private lots.

** Only includes the incremental cost of undergrounding the electric conduit.

SUMMARY OF OPINION OF PROBABLE COST EXHIBIT 7B											
		PHASE 1			PHASE 2				PHASE 3		
ASSESSMENT AREA		1				2			3	4	
Infrastructure (1)	Phase 1A, 1B, 1C	Phase 1	The Grove	Phase 2A-1	Phase 2c	Phase 2	Phase 2A-2	Phase 3A-1, 3B, 3C	Phase 3A-2 & 4	Phase 2B	TOTAL
Lot Type	SF	ТН	TH	SF	SF	TH	SF	SF	SF	SF	
Number of Lots	786	222	308	162	220	216	419	755	304	415	3,807
Offsite Improvements	\$1,941,231.36	\$548,286.72	\$431,200.00	\$294,192.00	\$399,520.00	\$392,256.00	\$760,904.00	\$1,371,080.00	\$552,064.00	\$753,640.00	\$7,444,374.08
Stormwater Management (2)(3)(6)	\$10,681,828.66	\$3,017,005.04	\$2,821,280.00	\$1,618,822.26	\$2,198,400.60	\$2,158,429.68	\$4,186,953.87	\$7,544,511.15	\$3,037,789.92	\$4,146,982.95	\$41,412,004.13
Mass Grading and Master Stormwater Drainage	\$4,593,182.16	\$1,297,310.99	\$1,195,040.00	\$696,092.94	\$945,311.40	\$928,123.92	\$1,800,388.53	\$3,244,136.85	\$1,306,248.48	\$1,783,201.05	\$17,789,036.32
Roadway Drainage	\$6,088,646.51	\$1,719,694.05	\$1,626,240.00	\$922,729.32	\$1,253,089.20	\$1,230,305.76	\$2,386,565.34	\$4,300,374.30	\$1,731,541.44	\$2,363,781.90	\$23,622,967.82
Utilities (Water, Sewer, & Reuse) (5)(7)(9)(10)	\$10,681,839.35	\$2,745,476.31	\$2,414,720.00	\$1,618,823.88	\$2,000,545.80	\$2,158,431.84	\$3,810,130.41	\$6,865,509.45	\$2,764,390.56	\$3,773,756.85	\$38,833,624.45
Water	\$2,884,096.84	\$814,592.24	\$702,240.00	\$437,082.48	\$593,568.80	\$582,776.64	\$1,130,478.76	\$2,037,020.20	\$820,204.16	\$1,119,686.60	\$11,121,746.72
Reuse	\$2,350,001.66	\$663,740.93	\$548,240.00	\$356,140.80	\$483,648.00	\$474,854.40	\$921,129.60	\$1,659,792.00	\$668,313.60	\$912,336.00	\$9,038,196.99
Gravity Sewer	\$4,486,371.67	\$1,267,143.14	\$1,164,240.00	\$679,905.90	\$923,329.00	\$906,541.20	\$1,758,522.05	\$3,168,697.25	\$1,275,872.80	\$1,741,734.25	\$17,372,357.26
Lift Station & Force Mains	\$961,369.18	\$ -	\$ -	\$145,694.70	\$ -	\$194,259.60	\$ -	\$ -			\$1,301,323.48
Electrical - Undergrounding System Only (5)(7)(9)(10)	\$3,727,762.83	\$1,052,879.58	\$1,004,080.00	\$564,939.36	\$767,201.60	\$753,252.48	\$1,461,170.32	\$2,632,896.40	\$1,060,133.12	\$1,447,221.20	\$14,471,536.89
Street Lighting	\$759,186.08	\$214,426.60	\$184,800.00	\$115,054.02	\$156,246.20	\$153,405.36	\$297,577.99	\$536,208.55	\$215,903.84	\$294,737.15	\$2,927,545.79
Electrical Distribution (Underground conduits only)	\$1,900,000.00	\$100,000.00	\$800,000.00	\$449,885.34	\$610,955.40	\$599,847.12	\$1,163,592.33	\$2,096,687.85	\$844,229.28	\$1,152,484.05	\$9,717,681.37
Roadway (4)(5)(7)(10)	\$7,591,828.75	\$2,144,256.97	\$2,187,437.56	\$1,150,535.34	\$1,562,455.40	\$1,534,047.12	\$2,975,767.33	\$5,362,062.85	\$2,159,029.28	\$2,947,359.05	\$29,614,779.65
Entry Feature (7)(8)(9)(10)	\$5,300,000.00	\$300,000.00	\$800,000.00	\$100,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$7,700,000.00
Parks and Amenities (7)(10)	\$4,900,000.00	\$1,000,000.00	\$1,400,000.00	\$562,357.08	\$763,694.80	\$749,809.44	\$1,454,491.46	\$2,620,861.70	\$1,055,287.36	\$1,440,606.10	\$15,947,107.94
CONSTRUCTION SUBTOTAL	\$44,824,490.95	\$10,807,904.62	\$11,058,717.56	\$5,909,669.92	\$7,891,818.20	\$7,946,226.56	\$14,849,417.39	\$26,596,921.55	\$10,828,694.24	\$14,709,566.15	\$155,423,427.14
											\$0.00
General Consulting (Engr & Legal) @ 7%	\$3,137,714.37	\$756,553.32	\$774,110.23	\$413,676.89	\$552,427.27	\$556,235.86	\$1,039,459.22	\$1,861,784.51	\$758,008.60	\$1,029,669.63	\$10,879,639.90
0 // 0 m /											
Contingency @ 6%	\$2,877,732.32	\$690,533.38	\$100,000.00	\$379,400.81	\$506,654.73	\$510,147.75	\$953,332.60	\$1,707,522.36	\$695,202.17	\$944,354.15	\$9,364,880.27
TOTAL	\$50,839,937.64	\$12,254,991.32	\$11,932,827.79	\$6,702,747.62	\$8,950,900.20	\$9,012,610.16	\$16,842,209.20	\$30,166,228.42	\$12,281,905.01	\$16,683,589.93	\$175,667,947.29

Infrastructure consists of public roadway improvements, stormwater management facilities, master sanitary sewer lift station 1. and utilities, entry feature, landscaping and signage, and public neighborhood parks.

owned by or subject to a permanent easement in favor of the District or another governmental entity. Excludes grading of each lot in conjunction with home construction, which will be provided by home builder.

2.

Includes stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots. 3.

4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.

Includes subdivision infrastructure and civil/site engineering. 5.

Stormwater does not include grading associated with building pads. 6.

Estimates are based on 2023 cost. 7.

Includes entry features, signage, hardscape, landscape, irrigation, and buffer fencing. 8.



CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Includes only the incremental cost of undergrounding.

10. Estimates based on 3,807 lots.

11. The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (all phases).

COMPOSITE EXHIBIT B Assessment Report

MASTER

ASSESSMENT METHODOLOGY

FOR

CROSSWINDS EAST

COMMUNITY DEVELOPMENT DISTRICT

Date: July 13, 2022

Prepared by

Governmental Management Services – Central Florida, LLC 219 E. Livingston Street Orlando, FL 32801



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GMS-CF, LLC does not represent the Crosswinds East Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Crosswinds East Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Crosswinds East Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes, as amended (the "District"). The District plans to issue up to \$169,485,000 of tax exempt bonds in one or more series (the "Bonds") for the purpose of financing certain infrastructure improvements within the District, more specifically described in the Master Engineer's Report dated July 12, 2022 prepared by Dewberry Engineers, Inc. as may be amended and supplemented from time to time (the "Engineer's Report"). The District anticipates the construction of public infrastructure improvements consisting of improvements that benefit property owners within the District.

1.1 Purpose

This Master Assessment Methodology Report (the "Assessment Report") provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the District's capital improvement plan ("CIP"). This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds. This Assessment Report is designed to conform to the requirements of Chapters 190, 197 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means of collection available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

1.2 Background

The District currently includes approximately 752.59 acres located within unincorporated Polk County, Florida. The development program currently envisions 3,732 residential units (herein the "Development"). The proposed Development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified accordingly.

The public improvements contemplated by the District in the CIP will provide facilities that benefit certain property within the District. The CIP is delineated in the Engineer's Report. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management, utilities (water, sewer, reuse & lift station), electrical undergrounding, roadway, entry feature, parks & amenities, general consulting, and contingency. The CIP estimated acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

- 1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the CIP.
- 2. The District Engineer determines the assessable acres that benefit from the District's CIP.
- 3. A calculation is made to determine the funding amounts necessary to acquire and/or construct CIP.
- 4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis. Ultimately, as land is platted, site planned, or subjected to a declaration of condominiums, this amount will be assigned to each of the benefited properties based on an ERU basis.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the assessable property, different in kind and degree than general benefits, for properties outside it's borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to the assessable property within the District. The implementation of the CIP enables properties within its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District. Without these improvements, the proposed Development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of the District's CIP. However, these benefits will be incidental to the District's CIP, which is designed solely to meet the needs of property within the District. Properties outside the District boundaries do not depend upon the District's CIP. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two requirements for valid special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's CIP that is necessary to support full development of property will cost approximately \$140,071,549. The District's Underwriter projects that financing costs required to fund the infrastructure improvements, including project costs, the cost of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be approximately \$169,485,000. Additionally, funding required to complete the CIP which is not financed with Bonds will be funded by GLK Real Estate, LLC or a related entity (the "Developer"). Without the CIP, the property would not be able to be developed per the Development program and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District is planning to issue up to \$169,485,000 in Bonds, in one or more series to fund the District's CIP, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the \$169,485,000 in debt to the properties benefiting from the CIP.

Table 1 identifies the proposed land uses as identified by the Developer and current landowners of the land within the District . The District has relied on the Engineer's Report to develop the costs of the CIP needed to support the Development, these construction costs are outlined in Table 2. The improvements needed to support the Development are described in detail in the Engineer's Report and are estimated to cost \$140,071,549. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for the CIP and related costs was determined by the District's Underwriter to total approximately \$169,485,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the Development plan is completed. The CIP funded by District Bonds benefits all developable acres within the District.

The initial assessments will be levied on an equal per acre basis to all acres within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting equally from the improvements.

Once platting, site planning, or the recording of declaration of condominium, ("Assigned Properties") has begun, the assessments will be allocated to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the Development plan will be completed and the debt relating to the Bonds will be allocated to the planned 3,868 residential units within the District, which are the beneficiaries of the CIP, as depicted in Table 5 and Table 6. If there are changes to the Development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The CIP consists of offsite improvements, stormwater management, utilities (water, sewer, reuse & lift station), electrical undergrounding, roadway, entry feature, parks & amenities, general consulting, and contingency. There are <u>three</u> residential product types within the planned Development. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of the CIP costs and Bond debt to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed CIP will provide offsite improvements, stormwater management, utilities (water, sewer, reuse & lift station), electrical undergrounding, roadway, entry feature, parks & amenities, general consulting, and contingency. These improvements accrue in differing amounts and

are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements actually provided.

For the provision of CIP, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's CIP have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed CIP is developed or acquired and financed by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no adjustment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

The District will initially allocate the assessments across the property within the District boundaries on a per acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 7. If the land use plan changes, then the District will update Tables 1, 4, 5 & 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. At this time the debt associated with the District's CIP will be allocated evenly across the acres within the District. As the development process occurs, the debt will be allocated against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

TABLE 1 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT DEVELOPMENT PROGRAM MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Totals	ERUs per Unit (1)	Total ERUs
Townhome	308	308	0.75	231.0
Single Family 40'	2185	2185	0.80	1748.0
Single Family 50'	1239	1239	1.00	1239.0
Total Units	3,732	3,732		3218.0

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a 50' Single Family unit equal to 1 ERU

* Unit mix is subject to change based on marketing and other factors

TABLE 2 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT INFRASTRUCTURE COST ESTIMATES MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Offiste Improvements	\$16,776,177
Stormwater Management	\$21,881,970
Utilities (Water, Sewer, Reuese & Lift Station)	\$28,712,763
Electrical Undergrounding	\$8,662,697
Roadway	\$25,164,266
Entry Feature	\$1,437,500
Parks & Amenities	\$8,093,125
General Consulting	\$11,072,850
Contingency	\$18,270,202
	\$140,071,549

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated July 12, 2022

TABLE 3 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT BOND SIZING MASTER ASSESSMENT METHODOLOGY

Description	Total
Construction Funds	\$140,071,549
Debt Service Reserve	\$14,007,155
Capitalized Interest	\$11,016,525
Underwriters Discount	\$3,389,700
Cost of Issuance	\$1,000,000
Rounding	\$71
Par Amount*	\$169,485,000
Bond Assumptions:	
Average Coupon	6.50%
Amortization	30 years
Capitalized Interest	12 months
Debt Service Reserve	Max Annual D/S

* Par amount is subject to change based on the actual terms at the sale of the Bonds

Prepared by: Governmental Management Services - Central Florida, LLC

Underwriters Discount

2%

TABLE 4 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF BENEFIT MASTER ASSESSMENT METHODOLOGY

					Total	
					Improvements	
	No. of	ERU	Total	% of Total	Costs Per Product	Improvement
Product Types	Units *	Factor	ERUs	ERUs	Туре	Costs Per Unit
Townhome	308	0.75	231.00	7.18%	\$10,054,856	\$32,646
Single Family 40'	2185	0.80	1,748.00	54.32%	\$76,086,100	\$34,822
Single Family 50'	1239	1.00	1,239.00	38.50%	\$53,930,593	\$43,528
Totals	3,732		3,218.0	100.00%	\$140,071,549	

* Unit mix is subject to change based on marketing and other factors

TABLE 5 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE MASTER ASSESSMENT METHODOLOGY

		Total Improvements	Allocation of Par	
		Costs Per Product	Debt Per Product	Par Debt
Product Types	No. of Units $*$	Туре	Туре	Per Unit
Townhome	308	\$10,054,856	\$12,166,263	\$39,501
Single Family 40	2185	\$76,086,100	\$92,063,325	\$42,134
Single Family 50	1239	\$53,930,593	\$65,255,412	\$52,668
Totals	3,732	\$140,071,549	\$169,485,000	

* Unit mix is subject to change based on marketing and other factors

TABLE 6 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE MASTER ASSESSMENT METHODOLOGY

					Net Annual	
		Allocation of	Total Par	Maximum	Debt	Gross Annual Debt
	No. of	Par Debt Per	Debt Per	Annual Debt	Assessment	Assessment Per Unit
Product Types	Units *	Product Type	Unit	Service	Per Unit	(1)
Townhome	308	\$12,166,263	\$39,501	\$1,005,486	\$3,264.56	\$3,510.28
Single Family 4	0 2185	\$92,063,325	\$42,134	\$7,608,610	\$3,482.20	\$3,744.30
Single Family 5	0 1239	\$65,255,412	\$52,668	\$5,393,059	\$4,352.75	\$4,680.38
Totals	3,732	\$169,485,000		\$14,007,155		

(1) This amount includes collection fees and early payment discounts when collected on the County Tax Bill

* Unit mix is subject to change based on marketing and other factors

TABLE 7 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT PRELIMINARY ASSESSMENT ROLL MASTER ASSESSMENT METHODOLOGY

			Total Par Debt		Net Annual Debt	Gross Annual
			Allocation Per	Total Par Debt	Assessment	Debt Assessment
Owner	Property*	Acres	Acre	Allocated	Allocation	Allocation (1)
SLC IRA LLC / GWC IRA LLC	27-27-11-000000-022140	7.61	\$225,202	\$1,713,790	\$141,637	\$152,298
SLC IRA LLC / GWC IRA LLC	27-27-14-000000-012040	9.89	\$225,202	\$2,227,251	\$184,072	\$197,927
SLC IRA LLC / GWC IRA LLC	27-27-14-739000-010030	19.13	\$225,202	\$4,308,120	\$356,046	\$382,845
SLC IRA LLC / GWC IRA LLC	27-27-14-739000-010200	14.35	\$225,202	\$3,231,653	\$267,081	\$287,184
SLC IRA LLC / GWC IRA LLC	27-27-14-739000-020030	34.46	\$225,202	\$7,760,471	\$641,367	\$689,642
NORTHEAST POLK LAND INVESTMENTS	27-27-11-734500-042500	19.59	\$225,202	\$4,411,713	\$364,608	\$392,051
NORTHEAST POLK LAND INVESTMENTS	27-27-11-000000-024020	9.48	\$225,202	\$2,134,918	\$176,441	\$189,722
GLK REAL ESTATE LLC	27-27-14-739000-010150	104.81	\$225,202	\$23,603,453	\$1,950,717	\$2,097,545
CASSIDY HOLDINGS LLC	27-27-14-739000-010010	9.17	\$225,202	\$2,065,105	\$170,671	\$183,518
GLK REAL ESTATE LLC	27-27-14-739000-040110	14.71	\$225,202	\$3,312,726	\$273,782	\$294,389
GLK REAL ESTATE LLC	27-27-14-739000-040180	14.75	\$225,202	\$3,321,734	\$274,526	\$295,189
GLK REAL ESTATE LLC	27-27-14-739000-040210	18.21	\$225,202	\$4,100,934	\$338,923	\$364,434
GLK REAL ESTATE LLC	27-27-14-739000-040290	18.28	\$225,202	\$4,116,698	\$340,226	\$365 <i>,</i> 835
GLK REAL ESTATE LLC	27-27-14-739000-040281	1.03	\$225,202	\$231,958	\$19,170	\$20,613
GLK REAL ESTATE LLC	27-27-23-000000-031002	20.19	\$225,202	\$4,546,834	\$375,775	\$404,059
GLK REAL ESTATE LLC	27-27-23-000000-031001	20.08	\$225,202	\$4,522,062	\$373,728	\$401,858
GLK REAL ESTATE LLC	27-27-23-000000-032003	9.76	\$225,202	\$2,197,974	\$181,652	\$195,325
GLK REAL ESTATE LLC	27-27-23-000000-032002	9.76	\$225,202	\$2,197,974	\$181,652	\$195,325
GLK REAL ESTATE LLC	27-27-23-000000-032001	9.75	\$225,202	\$2,195,722	\$181,466	\$195,125
GLK REAL ESTATE LLC	27-27-23-000000-014000	38.82	\$225,202	\$8,742,353	\$722,515	\$776,898
GLK REAL ESTATE LLC	27-27-23-000000-011003	9.26	\$225,202	\$2,085,373	\$172,347	\$185,319
GLK REAL ESTATE LLC	27-27-23-000000-012002	19.47	\$225,202	\$4,384,689	\$362,374	\$389 <i>,</i> 650
GLK REAL ESTATE LLC	27-27-23-000000-012001	18.83	\$225,202	\$4,240,559	\$350,463	\$376,842
GLK REAL ESTATE LLC	27-27-24-000000-034010	16.50	\$225,202	\$3,715,838	\$307,097	\$330,212
GLK REAL ESTATE LLC	27-27-23-000000-041004	9.93	\$225,202	\$2,236,259	\$184,816	\$198,727
GLK REAL ESTATE LLC	27-27-23-000000-041003	9.93	\$225,202	\$2,236,259	\$184,816	\$198,727
GLK REAL ESTATE LLC	27-27-23-000000-041001	10.04	\$225,202	\$2,261,031	\$186,864	\$200,929
GLK REAL ESTATE LLC	27-27-23-000000-041002	9.92	\$225,202	\$2,234,007	\$184,630	\$198,527
NORTHEAST POLK LAND INVESTMENTS	27-27-23-000000-034000	39.12	\$225,202	\$8,809,914	\$728,099	\$782,902

			Total Par Debt		Net Annual Debt	Gross Annual
			Allocation Per	Total Par Debt	Assessment	Debt Assessment
Owner	Property*	Acres	Acre	Allocated	Allocation	Allocation (1)
NORTHEAST POLK LAND INVESTMENTS	27-27-23-757500-040011	8.73	\$225,202	\$1,966,016	\$162,482	\$174,712
NORTHEAST POLK LAND INVESTMENTS	27-27-23-757500-040152	4.76	\$225,202	\$1,071,963	\$88,593	\$95,261
GLK REAL ESTATE LLC	27-27-23-757500-040030	9.71	\$225,202	\$2,186,714	\$180,722	\$194,325
GLK REAL ESTATE LLC	27-27-23-757500-040130	9.67	\$225,202	\$2,177,706	\$179,977	\$193,524
CASSIDY HOLDINGS GROUP INC	27-27-23-757500-040151	4.55	\$225,202	\$1,024,670	\$84,684	\$91,058
CASSIDY HOLDINGS GROUP INC	27-27-23-757500-040170	9.52	\$225,202	\$2,143,926	\$177,186	\$190,522
GLK REAL ESTATE LLC	27-27-23-000000-032004	9.75	\$225,202	\$2,195,722	\$181,466	\$195,125
CASSIDY HOLDINGS GROUP INC	27-27-14-739000-010310	9.54	\$225,202	\$2,148,430	\$177,558	\$190,922
GLK REAL ESTATE LLC	27-27-14-739000-040011	5.02	\$225,202	\$1,130,516	\$93,432	\$100,464
GLK REAL ESTATE LLC	27-27-14-739000-040012	6.90	\$225,202	\$1,553,896	\$128,422	\$138,089
GLK REAL ESTATE LLC	27-27-14-739000-040041	8.11	\$225,202	\$1,826,391	\$150,943	\$162,304
CHAMPAGNE ROAD INVESTORS LLC	27-27-14-000000-011010	23.18	\$225,202	\$5,220,189	\$431,425	\$463,897
CHAMPAGNE ROAD INVESTORS LLC	27-27-14-000000-011040	10.28	\$225,202	\$2,315,080	\$191,331	\$205,732
SLC IRA LLC / ABC IRA LLC	27-27-11-000000-024010	9.26	\$225,202	\$2,085,373	\$172,347	\$185,319
SLC IRA LLC / ABC IRA LLC	27-27-11-000000-023030	9.91	\$225,202	\$2,231,755	\$184,444	\$198,327
GLK REAL ESTATE LLC	27-27-14-739006-000010	13.73	\$225,202	\$3,092,028	\$255,542	\$274,776
NORTHEAST POLK LAND INVESTMENTS	27-27-14-739000-010170	14.33	\$225,202	\$3,227,149	\$266,709	\$286,784
GAMA INVESTORS LLC	27-27-11-734500-042900	4.90	\$225,202	\$1,103,491	\$91,198	\$98,063
GLK REAL ESTATE LLC	27-27-22-757000-010200	21.58	\$225,202	\$4,859,866	\$401,646	\$431,877
GLK REAL ESTATE LLC	27-27-22-757000-010250	12.33	\$225,202	\$2,776,744	\$229,485	\$246,758
Totals		752.59		\$169,485,000	\$14,007,155	\$15,061,457

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Average Coupon Rate (%)	6.50%
Maximum Annual Debt Servic	e \$14,007,155

* - See Metes and Bounds, attached as Exhibit A

			Total Par Debt		Net Annual Debt	Gross Annual
			Allocation Per	Total Par Debt	Assessment	Debt Assessment
Owner	Property*	Acres	Acre	Allocated	Allocation	Allocation (1)

CROSSWINDS EAST CDD

272714-739000-010150 Northeast Polk Land Investments, LLC (PER OR BK 10536 PGS 1555-1559)

TRACTS 6 THROUGH 12 (INCLUSIVE), TRACTS 16 THROUGH 21 (INCLUSIVE), AND TRACTS 28 THROUGH 32 (INCLUSIVE) IN THE NW 1/4; TRACTS 15 AND 16 IN THE NE 1/4; AND TRACTS 1 THROUGH 6 (INCLUSIVE) IN THE SW 1/4, ALL IN SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1 PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; LESS A STRIP OF LAND OFF THE WEST SIDE OF SAID TRACTS 16, 17, AND 32 IN THE NW 1/4 AND OFF THE WEST SIDE OF SAID TRACT 1 IN THE SW 1/4, AS DESCRIBED IN WARRANTY DEED FROM JULIA A. GLASS, JOINED BY HER HUSBAND, KNOX GLASS, JR., TO POLK COUNTY, A POLITICAL SUBDIVISION, DATED JULY 23, 1970, FILED AUGUST 14, 1970, RECORDED IN O.R. BOOK 1303, PAGE 928, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Parcel 272714-739000-010010 Cassidy Holdings, LLC (PER OR BK 10573 PGS 0152-0153) TRACTS 1 AND 2 IN THE NE 1/4 OF SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Parcel 272714-739000-010030 Amelia Groves, LLC (PER OR BK 08843 PGS 1135-1137)

TRACTS 3, 4, 13 AND 14, IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Parcel 272714-739000-010310 Cassidy Holdings Group, Inc. (PER OR BK 11107 PGS 2226-2227)

TRACTS 31 AND 32, LYING IN THE NE 1/4 OF SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY.

Parcel 272714-739000-010200 Amelia Groves, LLC (PER OR BK 08843 PGS 1135-1137)

TRACTS 20, 29 AND 30, IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Parcel 272714-000000-012040 Amelia Groves, LLC (PER OR BK 08843 PGS 1135-1137)

THE WEST ONE-FOURTH OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; LESS PLATTED ROAD RIGHT OF WAY AND SUBJECT TO MAINTAINED ROAD RIGHT OF WAY FOR CHAMPAGNE ROAD.

Parcel 272714-739000-020030 Amelia Groves, LLC (PER OR BK 08843 PGS 1135-1137)

TRACTS 3, 4, 5, 6 AND 7, AND THE NORTH ONE-HALF OF TRACTS 11, 12, 13 AND 14, IN THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Parcel 272714-739000-040110 Cassidy Holdings, LLC (PER OR BK 11159 PGS 2263-2267)

TRACTS 11,12, 13, FLORIDA DEVELOPMENT CO. TRACT, IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING A PORTION OF THE SAME PROPERTY AS SHOWN ON THAT CERTAIN SURVEY FOR HIGHLAND CASSIDY, LLC - POWERLINE ROAD #3, PREPARED BY MCVAY-WOOD ASSOCIATES, DATED JUNE 27, 2005.

PARCEL 272714-739000-040180 SLC IRA, LLC & GWC IRA, LLC (PER OR BK 11159 PG 2251-2254)

TRACTS 18, 19, AND 20 IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING A PORTION OF THE SAME PROPERTY AS SHOWN ON THAT CERTAIN SURVEY FOR HIGHLAND CASSIDY, LLC -- POWERLINE ROAD 2, PREPARED BY MCVAY-WOOD ENGINEERING, LLC, DATED JANUARY 17, 2006.

PARCEL 272714-739000-040210 SLC IRA, LLC & GWC IRA, LLC (PER OR BK 11159 PG 2251-2254)

TRACTS 21, 22, 27, AND 28 IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE SOUTH 40 FEET OF TRACTS 27 AND 28 FOR CARL BOOZER ROAD AND LESS THE WEST 73 FEET OF TRACT 28, BEING A PORTION OF THE SAME PROPERTY AS SHOWN ON THAT CERTAIN SURVEY FOR HIGHLAND CASSIDY, LLC -- POWERLINE ROAD #3, PREPARED BY MCVAY-WOOD ASSOCIATES, DATED JUNE 27, 2005.

PARCEL 272714-739000-040281 AND 272714-739000-040290 (PER OR BK 11159 PG 2255-2258)

THE WEST 73 FEET OF TRACT 28, AND TRACTS 29, 30, 31 AND 32, LESS THE WEST 30 FEET OF LOT 32 AND LESS THE SOUTH 40 FEET OF LOTS 29, 30, 31, AND 32, ALL LYING IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING A PORTION OF THE SAME PROPERTY AS SHOWN ON THAT CERTAIN SURVEY FOR HIGHLAND CASSIDY, LLC -- POWERLINE ROAD 2, PREPARED BY MCVAY-WOOD ENGINEERING, LLC, DATED JANUARY 17, 2006

PARCEL 272723-000000-031002 (PER OR BK 11159 PGS 2255-2258)

THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS RIGHT OF WAY FOR CARL BOOZER ROAD.

PARCEL 272723-000000-031001 (PER OR BK 1159 PGS 2263-2267)

THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 272723-000000-034000 - (PER OR BK 11083 PGS 473-575) THE SOUTHWEST ½ OF THE NORTHWEST ½ OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT THE WEST 20 FEET FOR POWERLINE ROAD RIGHT OF WAY AS RECORDED IN OR BOOK 1280, PAGE 232, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND LESS AND EXCEPT THE MAINTAINED RIGHT OF WAY FOR BAKER DAIRY ROAD AS RECORDED IN MAP BOOK 18, PAGES 6-21 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 272723-000000-032004 - (PER OR BK 9908 PGS 0263-0266)

THE WEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT THE MAINTAINED RIGHT OF WAY FOR BAKER DAIRY ROAD.



DATE: May 23, 2022

PARCEL 272723-000000-032003 (PER OR BK 11159 PGS 2255-2258)

THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS BAKER DAIRY ROAD RIGHT OF WAY.

PARCEL 272723-000000-032002 (PER OR BK 1159 PGS 2263-2267)

THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS BAKER DAIRY ROAD RIGHT OF WAY.

PARCEL 272723-000000-032001(PER OR BK 1159 PGS 2263-2267)

THE EAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS BAKER DAIRY ROAD RIGHT OF WAY.

PARCEL 272723-000000-014000 (PER OR BK 1159 PGS 2263-2267)

THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS BAKER DAIRY ROAD RIGHT OF WAY.

PARCEL 272723-000000-011003 (PER OR BK 1159 PGS 2263-2267)

THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS THE NORTH 50.00 FFFT.

PARCEL 272723-000000-012002 (PER OR BK 1159 PGS 2263-2267)

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS BAKER DAIRY ROAD RIGHT OF WAY.

PARCEL 272723-000000-012001 (PER OR BK 1159 PGS 2263-2267)

THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS THE NORTH 35.00 FEET, AND LESS ROADWAYS OF RECORD AND/OR IN USE.

PARCEL 272724-000000-034010 (PER OR BK 1159 PGS 2263-2267)

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, LESS THE NORTH 35.00 FEET, AND LESS BEGINNING 270 FEET EAST AND 25 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4, RUN NORTH 233.71 FEET, EAST 208.71 FEET, NORTH 35.29 FEET, EAST 179.04 FEET, SOUTH 269 FEET, WEST 387.75 FEET TO THE POINT OF BEGINNING, ALL LYING IN SECTION 24, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 272723-757500-040011 (PER OR BK 11083 PGS 473-575) TRACTS 1 AND 2 IN TH SOUTHWEST ½ OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO MAP OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, LESS AND EXCEPT POWER LINE ROAD RIGHT-OF-WAY AND LESS BAKER DAIRY ROAD RIGHT-OF-WAY AND LESS THE NORTH 200 FEET OF THE WEST 215 FEET OF TRACT 1, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 272723-757500-040030 (PER OR BK 10741 PGS 0492-0494) TRACTS 3 AND 4 IN THE SOUTHWEST % OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE MAP OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION RECORDED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA, IN PLAT BOOK 3, PAGE 60 TO 63.

PARCEL 272723-000000-041004 (PER OR BK 1159 PGS 2263-2267)

THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS BAKER DAIRY ROAD RIGHT OF WAY

PARCEL 272723-000000-041003 (PER OR BK 1159 PGS 2263-2267) THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS BAKER DAIRY ROAD RIGHT OF WAY.

PARCEL 272723-000000-041001 (PER OR BK 1159 PGS 2263-2267)

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS BAKER DAIRY ROAD RIGHT OF WAY.

PARCEL 272723-000000-041002 (PER OR BK 1159 PGS 2263-2267)

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 272723-757500-040130 (PER OR BK 10741 PGS 0492-0494) TRACTS 13 AND 14 IN THE SOUTHWEST % OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO MAP OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION RECORDED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA IN PLAT BOOK 3, PAGES 60 TO 63.

PARCEL 272723-757500-040152 (PER OR BK 11083 PGS 473-575) THE NORTH 331.83 FEET OF TRACTS 15 AND 16 IN THE SOUTHWEST ½ OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE MAP OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 272723-757500-040151-(PER OR BK 10741 PGS 0492-0494)

TRACTS 15 AND 16 IN THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE PLAT OF FLORIDA DEVELOPMENT COMPANY RECORDED IN PLAT BOOK 3, PAGES 60 TO 63, INCLUSIVE, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; SAID TRACTS EQUIVALENT TO THE SOUTHWEST ¼ OF NORTHWEST ¼ OF SOUTHWEST ¼ AND THE NORTHWEST ¼ OF SOUTHWEST ¼ OF SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, LESS ROADWAYS, AS BY ORDER OF TAKING FILED SEPTEMBER 29, 1970 AND RECORDED IN O.R. BOOK 1311, PAGE 975 OF SAID PUBLIC RECORDS, ALSO LESS AND EXCEPT THE NORTH 331.83 FEET OF TRACTS 15 AND 16 IN SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 27 SOUTH, RANG 27 EAST, ACCORDING TO THE MAP OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION RECORDED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA, IN PLAT BOOK 3, PAGES 60 TO 63.

PARCEL 272723-757500-040170 - (PER OR BK 10741 PGS 0492-0494) TRACTS 17 AND 18 IN THE SOUTHWEST ½ OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO MAP OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION, RECORDED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA IN PLAT BOOK 3, PAGES 60 TO 63; LESS ROADWAYS AS BY ORDER OF TAKING FILED SEPTEMBER 29, 1970 AND RECORDED IN OR BOOK 1311, PAGE 975 OF SAID PUBLIC RECORDS



DATE: May 23, 2022

PARCEL 272711-000000-022140 (PER OR BK 11787 PGS 2142-2143)

S1/2 OF SE1/4 OF SE1/4 LESS W 1210 FT & SE1/4 OF SW1/4 OF SE1/4 LESS W 30 FT & LESS E 230 FT & LESS S 15 FT FOR RD R/W SECTION 11, TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA.

PARCEL 272711-734500-042500 (PER OR BK 10988 PGS 1417-1418)

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACTS 25 THRU 28 IN SW1/4 & VACATED 15 FOOT R/W LYING E OF TRACT 25 LESS SNELL CREEK RD SECTION 11, TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA.

PARCEL 272711-000000-024020 (PER OR BK 10988 PGS 1417-1418)

SW1/4 OF SW1/4 OF SE1/4 LESS R/W FOR BIRD RD AS DESC IN OR 9594-1580 SECTION 11, TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA.

PARCEL 272714-739000-040011 (PER OR BK 11083 PGS 473-475)

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 PT TRACTS 1 THRU 3 IN SW1/4 DESC AS BEG W1/4 COR OF SEC N89- 47-05E 20 FT TO NLY EXT OF E R/W LINE OF POWERLINE RD PER OR 1303 PG 928 S 120.73 FT ALONG NLY EXT & E R/W LINE TO N LINE OF S 532.55 FT OF TRACTS 1 THRU 3 BEING POB N89-54-10E 981.23 FT ALONG N LINE TO E LINE OF TRACT 3 S00-03-58E 222 FT ALONG E LINE TO N LINE OF S 310.55 FT OF TRACTS 1 THRU 3 S89-54-10W 981.48 FT ALONG N LINE TO E R/W LINE N 222 FT ALONG E R/W LINE TO POB SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA.

PARCEL 272714-739000-040012 (PER OR BK 11906 PGS 0850-0852)

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 PT TRACTS 1 THRU 3 IN SW1/4 DESC AS COM W1/4 COR OF SEC N89- 47-05E 20 FT TO NLY EXT OF E R/W LINE OF POWERLINE RD PER OR 1303 PG 928 S 342.73 FT ALONG NLY EXT & E R/W LINE TO N LINE OF S 310.55 FT OF TRACTS 1 THRU 3 BEING POB N89-54-10E 981.48 FT ALONG N LINE TO E LINE OF TRACT 3 S00-03-58E 310.55 FT ALONG E LINE TO SE COR TRACT 3 S89-54-10W 981.84 FT ALONG S LINE OF TRACTS 1 THRU 3 TO E R/W LINE N 310.55 FT ALONG E R/W LINE TO POB SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA.

PARCEL 272714-739000-040041 (PER OR BK 11907 PGS 0228-0230)

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 PT TRACTS 4 & 5 IN SW1/4 DESC AS COM W1/4 COR OF SEC N89-47- 05E 1001.09 FT TO NLY EXT OF W LINE OF TRACT 4 S00-03-58E 125.45 FT ALONG NLY EXT & W LINE TO N LINE OF S 529.85 FT OF TRACTS 4 & 5 BEING POB N89- 54-10E 657.49 FT ALONG N LINE TO E LINE OF TRACT 5 S00-06-35E 529.85 FT ALONG E LINE TO SE COR TRACT 5 S89-54-10W 657.89 FT ALONG S LINE OF TRACTS 4 & 5 TO SW COR LOT 4 N00-03-58W 529.85 FT ALONG W LINE TRACT 4 TO POB SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA.

PARCEL 272714-000000-011010 (PER OR BK 08730 PGS 0241-0243)

NE1/4 OF NE1/4 LESS SE1/4 OF NE1/4 OF NE1/4 & LESS BEG NW COR OF NE1/4 OF NE1/4 RUN S 1328.77 FT E 35.52 FT N-01 DEG 05 MIN 45 SEC E 1329.02 FT W 59.22 FT TO POB LESS MAINT R/W & LESS S 430 FT OF E 500 FT OF SW1/4 OF NE1/4 OF NE1/4 & LESS ADDNL R/W PER MB 15 PGS 44-50 SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA.

PARCEL 272714-000000-011040 (PER OR BK 08730 PGS 0241-0243)

SE1/4 OF NE1/4 OF NE1/4 LESS MAINT R/W PER MB 15 PGS 44-50 & BEG NE COR SE1/4 OF NE1/4 RUN W 165.63 FT S TO N R/W ROAD E ALONG R/W 165.63 FT N TO BEG LESS ADDNL R/W PER MB 15 PGS 44-50 & BEG 165.63 FT W OF NE COR OF SE1/4 OF NE1/4 RUN W 165.59 FT S TO N R/W ROAD E ALONG RD R/W 165.59 FT N TO BEG LESS ADDNL R/W PER MB 15 PGS 44-50 & BEG 331.26 FT W OF NE COR OF SE1/4 OF NE1/4 RUN W 165.59 FT S TO N R/W ROAD E ALONG RD R/W 165.59 FT N TO BEG LESS ADDNL R/W PER MB 15 PGS 44-50 & BEG 331.26 FT W OF NE COR OF SE1/4 OF NE1/4 RUN W 331.27 FT S 16.2 FT TO N R/W ROAD RUN E TO PT 20 FT S OF BEG N 20 FT TO POB LESS SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA.

PARCEL 272711-000000-024010 (PER OR BK 12103 PGS 1756-1757)

NW1/4 OF SW1/4 OF SE1/4 LESS RD R/W PER MB 4 PG 275-276 & MB 26 PG 1-7 SECTION 11, TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA.

PARCEL 272711-000000-023030 (PER OR BK 12103 PGS 1756-1757)

W1/4 OF NW1/4 OF SE1/4 SECTION 11, TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA.

PARCEL 272714-739006-000010 (PER OR BK 11905 PGS 0999-1001)

REPLAT OF LAKEWOOD HEIGHTS PB 26 PG 15 LOTS 1 THRU 3 ALSO DESC AS FLA DEVELOPMENT CO SUB PB 3 PB 60 TO 63 TRACTS 22 THRU 24 IN NW1/4 SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA.

PARCEL 272714-739000-010170 (PER OR BK 11843 PGS 0999-1000)

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACTS 17 THRU 19 IN NE1/4 LESS RD R/W PER MB 26 PG 1-7 SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA.

PARCEL 272711-734500-042900 (PER OR BK 11834 PGS 1145-1146)

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACT 29 IN SW1/4 SECTION 11, TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA.

PARCEL 272722-757000-010200 (PER OR BK 11670 PGS 931-933)

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACTS 20 THRU 22 & 27 & 28 LESS S 10 FT FOR R/W IN NE1/4 & LESS POWER LINE RD R/W MORE PART DESC AS: COMM E1/4 COR OF SEC RUN N00-12-03W ALONG E BNDRY OF NE1/4 OF SEC 25 FT S89-53-51W 807.76 FT TO POB CONT S89-53-51W 519.49 FT N00-08-42W 635.94 FT S89-56-07W 330.21 FT N00-20-07W 646.15 FT N89-58-19E 997.08 FT S0-14- 11W 645.51 FT S89-53-51W 213.21 FT S0-06-09E 460.51 FT N89-53-51E 72.75 FT S0-06-09E 175 FT SECTION 22, TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA.

PARCEL 272722-757000-010250 (PER OR BK 11670 PGS 934-936)

Dewberry*

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACTS 25 THRU 27 LESS S 10 FT FOR R/W IN NE1/4 & LESS POWER LINE RD R/W & LESS THAT PT LYING WITHIN FOLL DESC: COMM E1/4 COR OF SEC RUN N00-12-03W ALONG E BNDRY OF NE1/4 OF SEC 25 FT S89-53-51W 807.76 FT TO POB CONT S89-53-51W 519.49 FT N00-08-42W 635.94 FT S89-56-07W 330.21 FT N00-20-07W 646.15 FT N89-58-19E 997.08 FT S0-14- 11W 645.51 FT S89-53-51W 213.21 FT S0-06-09E 460.51 FT N89-53-51E 72.75 FT S00-06-09E 175 FT SECTION 22, TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA.



CROSSWINDS EAST CDD

DATE: May 23, 2022

SUPPLEMENTAL

ASSESSMENT METHODOLOGY

FOR ASSESSMENT AREA ONE

FOR

CROSSWINDS EAST

COMMUNITY DEVELOPMENT DISTRICT

Date: February 13, 2024

Prepared by

Governmental Management Services – Central Florida, LLC 219 E. Livingston Street Orlando, FL 32801



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GMS-CF, LLC does not represent the Crosswinds East Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Crosswinds East Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Crosswinds East Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the "District"), as amended. The District will issue on February 29, 2024, \$25,785,000 of tax exempt bonds (the "Assessment Area One Bonds") for the purpose of financing certain infrastructure improvements within an assessment area within the District, more specifically "Assessment Area One" described in the Master Engineer's Report as amended and restated, dated December 20, 2023, prepared by Dewberry Engineers, Inc. (the "Engineer's Report"). The District anticipates the construction and/or acquisition of public infrastructure improvements consisting of improvements that benefit property owners within Assessment Area One of the District.

1.1 Purpose

This Supplemental Assessment Methodology Report for Assessment Area One (the "Supplemental Assessment Report") supplements the Master Assessment Methodology dated July 13, 2022, and provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within Assessment Area One within the District. This Supplemental Assessment Report allocates the debt to properties based on the special benefits each receives from the capital improvement plan ("CIP") relating to Assessment Area One (herein the "AA1 CIP"). This Supplemental Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District has imposed non ad valorem special assessments on the benefited lands within Assessment Area One within the District based on this Supplemental Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means of collection available to the District. It is not the intent of this Supplemental Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

1.2 Background

The District currently includes approximately 779 acres of land located partially within unincorporated Polk County and partially within Haines City, Polk County, Florida. Assessment Area One contains approximately 231 unplatted acres, 308 platted residential lots, and is currently planned for a total of 1,316 residential units (herein the "AA1 Project"). The components of the AA1 Project is depicted in Table 1. It should be noted that the current land use plan may change, and this report is designed to address any changes and may be modified accordingly.

The improvements contemplated by the District in the AA1 CIP will provide facilities that benefit the assessable property within Assessment Area One of the District. The AA1 CIP is delineated in the Engineer's Report. Specifically, the District may construct and/or acquire certain offsite improvements, stormwater management, utilities (water, sewer & reuse), electrical undergrounding, roadway, entry feature, parks & amenities, general consulting, and contingency. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

- 1. The District Engineer must first determine the public infrastructure improvements and services that may be provided by the District and the costs to implement the AA1 CIP.
- 2. The District Engineer determines the assessable acres that benefit from the District's AA1 CIP.
- 3. A calculation is made to determine the costs to implement the AA1 CIP together with finance costs and costs of issuance of the bonds necessary to acquire and/or construct AA1 CIP.
- 4. The amount determined in step 3 is initially divided equally among the benefited properties on a gross assessable acreage basis. Ultimately, as land is platted, costs will be assigned to each of the benefited properties based on the number and type of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the assessable property, different in kind and degree than general benefits, for lands within the District but outside of Assessment Area One as well as general benefits to the public at large.

However, as discussed within this Supplemental Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to the assessable property within Assessment Area One of the District. The implementation of the CIP enables properties within its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District and these improvements, development of the property within Assessment Area One the District would be prohibited by law.

There is no doubt that the general public and property owners outside of Assessment Area One within the District will slightly benefit from the provision of the District's AA1 CIP. However, those benefits will be incidental to the District's AA1 CIP, which is designed solely to meet the needs of property within Assessment Area One within the District. Properties outside the District boundaries and outside Assessment Area One do not depend upon the District's AA1 CIP. The property owners within Assessment Area One are therefore receiving special benefits not received by those outside the District's boundaries and outside of Assessment Area One.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within Assessment Area One of the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's AA1 CIP that is necessary to support full development of property within Assessment Area One will cost approximately \$75,027,757. The Assessment Area One landowner has requested that the District limit the amount of AA1 CIP costs funded by Assessment Area One Bonds. With this reduction, the District's Underwriter has determined that financing costs required to fund a portion of the infrastructure improvements, including project costs, the cost of issuance of the Bonds, the funding of the debt service reserve account and capitalized interest, will be \$25,785,000. The remaining costs required to complete the AA1 CIP not funded with the proceeds of the Bonds is anticipated to be funded by the Assessment Area One landowner. Without the AA1 CIP, the property within Assessment Area One would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District will issue on February 29, 2024, \$25,785,000 in Assessment Area One Bonds to fund a portion of the District's AA1 CIP for Assessment Area One, provide for a debt service reserve account and cost of issuance. It is the purpose of this Supplemental Assessment Report to allocate the \$25,785,000 in debt to the properties within Assessment Area One benefiting from the AA1 CIP. Table 1 identifies the land uses as identified by the landowner of the land within Assessment Area One of the District. The District has a proposed Engineer's Report for the AA1 CIP needed to support the AA1 Project, these construction costs relating to are outlined in Table 2. The costs of public improvements needed to support the AA1 Project within Assessment Area One are described in detail in the Engineer's Report and are estimated to cost \$75,027,757. The portion of the estimated costs to be funded by the Assessment Area One Bonds under current market conditions needed to generate funds to pay for a portion of the AA1 CIP and related costs was determined by the District's Underwriter to total \$25,785,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of Assessment Area One Bond debt, as described earlier, will not be finalized until the final number and type of lots is determined and the development plan is completed. The portion of the AA1 CIP funded by Assessment Area One Bonds benefits all developable and assessable acres within Assessment Area One.

The apportionment of Assessment Area One Bond debt determines the initial "Special Assessment" amounts that will be levied initially to the platted properties, and then on an equal basis to the remaining acres within Assessment Area One of the District. A fair and reasonable methodology allocates Assessment Area One Bond debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within Assessment Area One of the District are benefiting from the improvements.

Once platting or the recording of declaration of condominium, ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the Assessment Area One Development Plan will be completed and the debt relating to the Bonds will be allocated to the planned approximately 1,316 residential units within Assessment Area One within the District, which are the beneficiaries of the AA1 CIP, as depicted in Table 5 and Table 6. If there are changes to the Assessment Area One Development Plan, a true up of the Special Assessments will be calculated to determine if a debt reduction or true-up payment from the landowner is required. The process is outlined in Section 3.0

In order for debt service assessment levels to be consistent with market conditions, landowner contributions are recognized. This is reflected on Table 5. Based on the product type and number of units anticipated to absorb a certain amount of the Bond principal, it is estimated that the District will recognize a landowner contribution equal to \$7,970,000 in eligible infrastructure.

Until all the land within Assessment Area One within the District has been platted and sold, the Special Assessments on the portion of the land that has not been platted and sold are not fixed and determinable. The reasons for this are (1) until the lands are platted, the number of developable acres within each tract against which the assessments are levied is not determined; (2) the lands are subject to re-plat, which may result in changes in development density and product type; and (3) until the lands are sold it is unclear of the timing of the absorptions. Only after the property has been platted and sold will the developable acreage be determined, the final plat be certain, the developable density known, the product types be confirmed, and the timing of the sales solidified.

The assignment of debt in this Supplemental Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report may be supplemented from time to time.

2.3 Allocation of Benefit

The AA1 CIP consists of offsite improvements, stormwater management, utilities, roadway, entry feature, parks & amenities, and contingency. There are <u>three</u> residential product types within the planned development as reflected in Table 1. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). The CIP for Assessment Area One is reflected in Table 2. There may be other improvements constructed in Assessment Area One, but not funded by the bonds. It is contemplated that the landowner will fund these costs and may be reimbursed from a future bond issue. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the AA1 CIP on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed AA1 CIP relating to Assessment Area One will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management, utilities (water, sewer & reuse), electrical undergrounding, roadway, entry feature, parks & amenities, general consulting, and contingency. These public improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

For the provision of AA1 CIP relating to the Assessment Area One Project, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report relating to the AA1 Project is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). In lieu of having the District issue a greater amount of bonds, and in order to reduce assessment levels on certain product types, the landowner will be making a contribution to infrastructure in the amount of \$7,970,000 as delineated in table 5.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's AA1 CIP relating to the Assessment Area One Project have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of Assessment Area One within the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the Assessment Area One Bond debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total Assessment Area One Bond debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed AA1 CIP is developed or acquired and financed by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the landowner, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium

or site plan is processed, the District must allocate a portion of its Assessment Area One Bond debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Unassigned Property means property within Assessment Area One where no platting or declaration of condominium has been recorded. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service for the Assessment Area One Bonds, then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

The District will initially distribute the Special Assessment liens to the platted properties within Assessment Area One, and then across the remaining property within Assessment Area One of the District boundaries on a gross acreage basis. If the land use plan changes, then the District will update Table 6 to reflect the changes. As a result, the Special Assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time all Assigned Properties become known. The current assessment roll is depicted in Table 7.

TABLE 1 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT AA1 PROJECT SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Product Types	No. of Units *	Totals	ERUs per Unit (1)	Total ERUs
Townhome	120	120	0.75	90.0
Townhome - DR Horton	102	102	0.75	76.5
Townhome - West Bay	308	308	0.75	231.0
Single Family 40'	258	258	0.80	206.4
Single Family 50'	528	528	1.00	528.0
Total Units	1,316	1,316		1131.9

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a 50' Single Family unit equal to 1 ERU

* Unit mix is subject to change based on marketing and other factors

TABLE 2 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT INFRASTRUCTURE COST ESTIMATES SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Assessment Area One Capital Improvement Plan ("AA1 CIP") (1)	Total Cost Estimate
Offiste Improvements	\$2,920,718
Stormwater Management	\$16,520,114
Utilities (Water, Sewer, Reuese & Lift Station)	\$15,842,036
Electrical Undergrounding	\$5,784,722
Roadway	\$11,923,523
Entry Feature	\$6,400,000
Parks & Amenities	\$7,300,000
General Consulting	\$4,668,378
Contingency	\$3,668,266
Total AA1 CIP	\$75,027,757

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated December 20, 2023

TABLE 3 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT BOND SIZING SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Assessment Area One Bonds

Description	Total
Construction Funds	\$22,919,514
Original Issue Discount	\$97,253
Debt Service Reserve	\$1,783,400
Capitalized Interest	\$245,658
Underwriters Discount	\$515,700
Cost of Issuance	\$223,475

Par Amount	\$25,785,000
------------	--------------

Bond Assumptions:	
Average Coupon	5.66%
Amortization	30 years
Capitalized Interest	Thru 5/1/2024
Debt Service Reserve	Max Annual D/S
Underwriters Discount	2%

TABLE 4 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF BENEFIT SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

				Total					
				Improvements					
	No. of	ERU	Total	% of Total	Costs Per Product	Improvement			
Product Types	Units *	Factor	ERUs	ERUs	Туре	Costs Per Unit			
Townhome	120	0.75	90.00	7.95%	\$5,965,631	\$49,714			
Townhome - DR Horton	102	0.75	76.50	6.76%	\$5,070,787	\$49,714			
Townhome - West Bay	308	0.75	231.00	20.41%	\$15,311,787	\$49,714			
Single Family 40'	258	0.80	206.40	18.23%	\$13,681,181	\$53,028			
Single Family 50'	528	1.00	528.00	46.65%	\$34,998,370	\$66,285			
Totals	1,316		1,131.9	100.00%	\$75,027,757				

* Unit mix is subject to change based on marketing and other factors

TABLE 5 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

		Total Improvements	Potential Allocation of Par		Allocation of Par	
	No. of	Costs Per Product	Debt Per Product	Landowner	Debt Per Product	Par Debt
Product Types	Units *	Туре	Туре	Contributions**	Туре	Per Unit
Townhome	120	\$5,965,631	\$2,683,939	(\$688,688)	\$1,995,251	\$16,627
Townhome - DR Horton	102	\$5 <i>,</i> 070,787	\$2,281,348	(\$1,027,810)	\$1,253,538	\$12,290
Townhome - West Bay	308	\$15,311,787	\$6,888,776	(\$3,103,583)	\$3,785,193	\$12,290
Single Family 40'	258	\$13,681,181	\$6,155,166	(\$251)	\$6,154,914	\$23,856
Single Family 50'	528	\$34,998,370	\$15,745,773	(\$3,149,669)	\$12,596,104	\$23,856
Totals	1,316	\$75,027,757	\$33,755,000	(\$7,970,000)	\$25,785,000	

* Unit mix is subject to change based on marketing and other factors

** In order for debt service assessment levels to be consistent with market conditions, landowner contributions are recognized. Based on the product type and number of units anticipated to absorb the Bond Principal, it is estimated that the CDD will recognize a landowner contribution equal to \$7,970,000 in eligible infrastructure.

TABLE 6 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Townhome	120	\$1,995,250.64	\$16,627.09	\$138,000.00	\$1,150.00	\$1,236.56
Townhome - DR Horton	102	\$1,253,537.91	\$12,289.59	\$86,700.00	\$850.00	\$913.98
Townhome - West Bay	308	\$3,785,192.89	\$12,289.59	\$261,800.00	\$850.00	\$913.98
Single Family 40'	258	\$6,154,914.49	\$23,856.26	\$425,700.00	\$1,650.00	\$1,774.19
Single Family 50'	528	\$12,596,104.07	\$23,856.26	\$871,200.00	\$1,650.00	\$1,774.19
Totals	1,316	\$25,785,000.00		\$1,783,400.00		

(1) This amount includes collection fees and early payment discounts when collected on the County Tax Bill

* Unit mix is subject to change based on marketing and other factors

TABLE 7 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT PRELIMINARY ASSESSMENT ROLL SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Platted - The Grove

						Net Annual Debt	Gross Annual
					Total Par Debt	Assessment	Debt Assessment
Owner	Plat Book/Page	Lot	Block	Units	Allocated	Allocation	Allocation (1)
GLK REAL ESTATE LLC	PB 203/30-34	1	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	3	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	4	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	5	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	6	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	7	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	8	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	9	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	10	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	11	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	12	1	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	1	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	3	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	4	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	5	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	6	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	7	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	8	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	9	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	10	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	11	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	12	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	13	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	14	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	15	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	16	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	17	2	1	\$12,289.59	\$850.00	\$913.98

						Net Annual Debt	Gross Annual
					Total Par Debt	Assessment	Debt Assessment
Owner	Plat Book/Page	Lot	Block	Units	Allocated	Allocation	Allocation (1)
GLK REAL ESTATE LLC	PB 203/30-34	18	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	19	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	20	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	21	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	22	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	23	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	24	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	25	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	26	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	27	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	28	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	29	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	30	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	31	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	32	2	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	1	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	3	3	1	\$12,289.59	\$850.00	\$913.98
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GLK REAL ESTATE LLC	PB 203/30-34	6	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	7	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	8	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	9	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	10	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	11	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	12	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	13	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	14	3	1	\$12,289.59	\$850.00	\$913.98
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GLK REAL ESTATE LLC	PB 203/30-34	18	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	19	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	20	3	1	\$12,289.59	\$850.00	\$913.98

						Net Annual Debt	Gross Annual
					Total Par Debt	Assessment	Debt Assessment
Owner	Plat Book/Page	Lot	Block	Units	Allocated	Allocation	Allocation (1)
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GLK REAL ESTATE LLC	PB 203/30-34	22	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	23	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	24	3	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	1	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	3	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	4	4	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	5	4	1	\$12,289.59	\$850.00	\$913.98
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GLK REAL ESTATE LLC	PB 203/30-34	6	5	1	\$12,289.59	\$850.00	\$913.98
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GLK REAL ESTATE LLC	PB 203/30-34	1	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	6	1	\$12,289.59	\$850.00	\$913.98
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						Net Annual Debt	Gross Annual
					Total Par Debt	Assessment	Debt Assessment
Owner	Plat Book/Page	Lot	Block	Units	Allocated	Allocation	Allocation (1)
GLK REAL ESTATE LLC	PB 203/30-34	19	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	20	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	21	6	1	\$12,289.59	\$850.00	\$913.98
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GLK REAL ESTATE LLC	PB 203/30-34	23	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	24	6	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	1	7	1	\$12,289.59	\$850.00	\$913.98
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GLK REAL ESTATE LLC	PB 203/30-34	5	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	6	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	7	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	8	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	9	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	10	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	11	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	12	7	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	1	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	3	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	4	8	1	\$12,289.59	\$850.00	\$913.98
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GLK REAL ESTATE LLC	PB 203/30-34	15	8	1	\$12,289.59	\$850.00	\$913.98
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GLK REAL ESTATE LLC	PB 203/30-34	17	8	1	\$12,289.59	\$850.00	\$913.98

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GLK REAL ESTATE LLC	PB 203/30-34	18	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	19	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	20	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	21	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	22	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	23	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	24	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	25	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	26	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	27	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	28	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	29	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	30	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	31	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	32	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	33	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	34	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	35	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	36	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	37	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	38	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	39	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	40	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	41	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	42	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	43	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	44	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	45	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	46	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	47	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	48	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	49	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	50	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	51	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	52	8	1	\$12,289.59	\$850.00	\$913.98

						Net Annual Debt	Gross Annual
					Total Par Debt	Assessment	Debt Assessment
Owner	Plat Book/Page	Lot	Block	Units	Allocated	Allocation	Allocation (1)
GLK REAL ESTATE LLC	PB 203/30-34	53	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	54	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	55	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	56	8	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	1	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	3	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	4	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	5	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	6	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	7	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	8	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	9	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	10	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	11	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	12	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	13	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	14	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	15	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	16	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	17	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	18	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	19	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	20	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	21	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	22	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	23	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	24	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	25	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	26	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	27	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	28	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	29	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	30	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	31	9	1	\$12,289.59	\$850.00	\$913.98

						Net Annual Debt	Gross Annual
					Total Par Debt	Assessment	Debt Assessment
Owner	Plat Book/Page	Lot	Block	Units	Allocated	Allocation	Allocation (1)
GLK REAL ESTATE LLC	PB 203/30-34	32	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	33	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	34	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	35	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	36	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	37	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	38	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	39	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	40	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	41	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	42	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	43	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	44	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	45	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	46	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	47	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	48	9	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	1	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	3	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	4	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	5	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	6	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	7	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	8	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	9	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	10	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	11	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	12	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	13	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	14	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	15	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	16	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	17	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	18	10	1	\$12,289.59	\$850.00	\$913.98

						Net Annual Debt	Gross Annual
					Total Par Debt	Assessment	Debt Assessment
Owner	Plat Book/Page	Lot	Block	Units	Allocated	Allocation	Allocation (1)
GLK REAL ESTATE LLC	PB 203/30-34	19	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	20	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	21	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	22	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	23	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	24	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	25	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	26	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	27	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	28	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	29	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	30	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	31	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	32	10	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	1	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	2	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	3	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	4	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	5	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	6	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	7	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	8	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	9	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	10	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	11	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	12	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	13	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	14	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	15	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	16	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	17	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	18	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	19	11	1	\$12,289.59	\$850.00	\$913.98
GLK REAL ESTATE LLC	PB 203/30-34	20	11	1	\$12,289.59	\$850.00	\$913.98
Total Platted				308	\$3,785,192.89	\$261,800.00	281505.3763

Owner	Plat Book/Page	Lot	Block	Units		Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Unplatted - Phases 1, 1/	<u> 4, 1B, 1C</u>							
					Total Par Debt		Net Annual Debt	Gross Annual
					Allocation Per	Total Par Debt	Assessment	Debt Assessment
Owner	Property*			Acres	Acre	Allocated	Allocation	Allocation (1)
GLK REAL ESTATE LLC	Phases 1, 1A, 1B, 1C			230.39	\$95,489	\$21,999,807	\$1,521,600	\$1,636,129
Total Unplatted						\$21,999,807	\$1,521,600	\$1,636,129
Combined Total						\$25,785,000	\$1,783,400	\$1,917,634

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Average Coupon Rate (%)	5.66%
Maximum Annual Debt Service	\$1,783,400

* - See Metes and Bounds, attached as Exhibit A

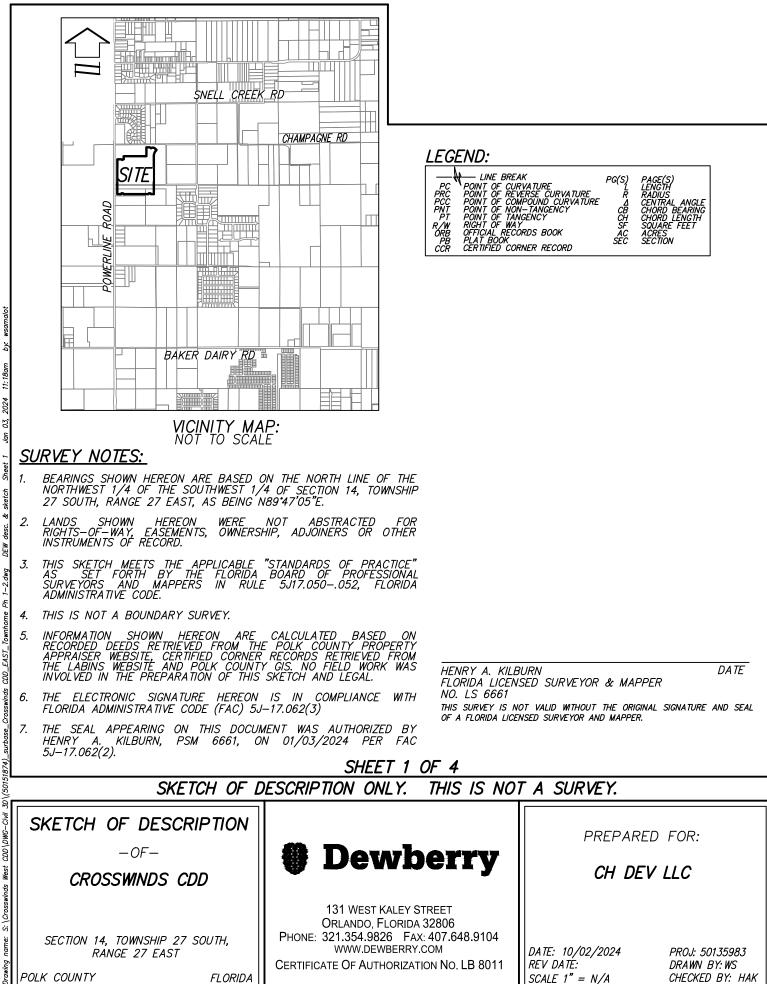
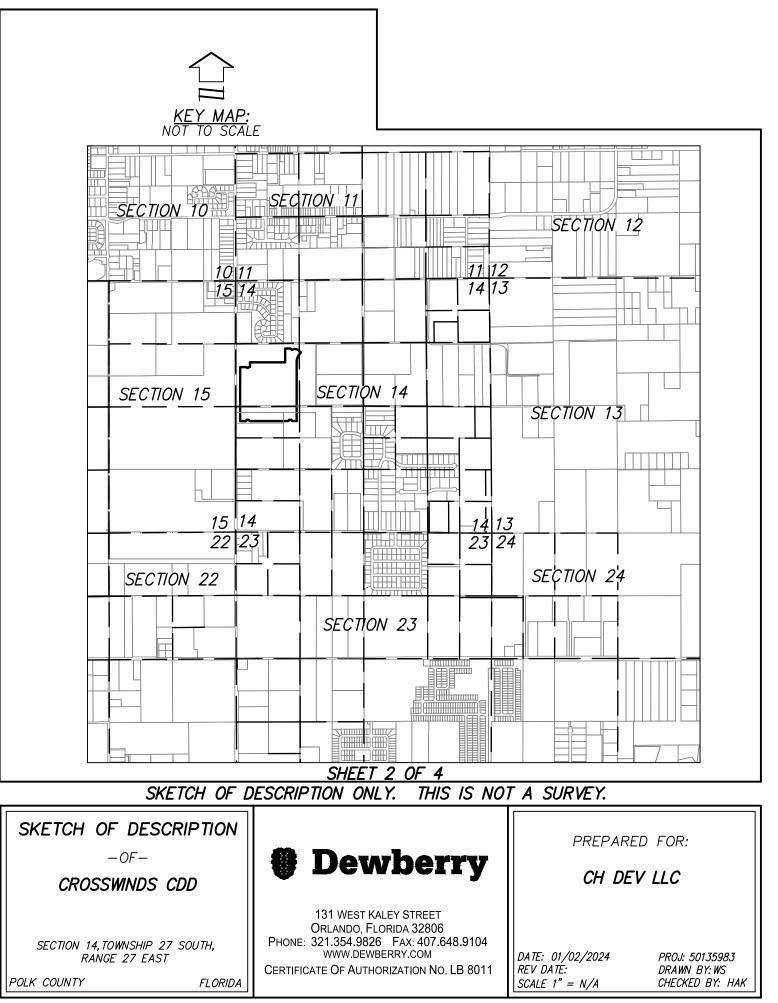


Exhibit A



LEGAL DESCRIPTION:

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

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE N89'47'05"E, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 SAID SECTION 14, A DISTANCE OF 91.07 FEET TO THE POINT BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN NOO'OO'O5"W, A DISTANCE OF 46.89 FEET; THENCE NOO'34'17"E, A OF DISTANCE OF 99.94 FEET; THENCE NO0'03'44"E, A DISTANCE OF 674.69 FEET; THENCE N89'59'55"E, A DISTANCE OF 132.63 FEET; THENCE S52°26'49"E, A DISTANCE OF 31.99 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 35'45'26", A CHORD BEARING OF N63'19'10"E AND A CHORD DISTANCE OF 52.19 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 53.05 FEET TO THE END OF SAID CURVE; THENCE NO0'00'05"W, A DISTANCE OF 96.00 FEET; THENCE N89'59'55"E, A DISTANCE OF 732.00 FEET; THENCE NOO'00'05"W, A DISTANCE OF 288.50 FEET; THENCE N89'59'55"E, A DISTANCE OF 107.63 FEET; THENCE S55'04'17"E, A DISTANCE OF 49.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 71'25'40", A CHORD BEARING OF S85'18'43"E AND A CHORD DISTANCE OF 128.42 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 137.13 FEET TO A POINT OF TANGENCY; THENCE S49'35'53"E, A DISTANCE OF 68.83 FEET; THENCE S40'24'04"W, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 255.82 FEET, A CENTRAL ANGLE OF 38'42'55", A CHORD BEARING OF S19'23'24"W AND A CHORD DISTANCE OF 169.59 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 172.86 FEET TO A POINT OF NON-TANGENCY; THENCE SOO'OO'O5"E, A DISTANCE OF 1229.87 FEET; THENCE S89'59'55"W, A DISTANCE OF 85.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90'00'00", A CHORD BEARING OF N45'00'05"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE S89'59'55"W, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90'00'00", A CHORD BEARING OF S44'59'55"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE S89'59'55"W, A DISTANCE OF 784.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90'00'00", A CHORD BEARING OF N45'00'05"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE S89'59'55"W, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90'00'00", A CHORD BEARING OF S44'59'55"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE S89'59'55"W, A DISTANCE OF 109.40 FEET; THENCE NOO'0O'06"E, A DISTANCE OF 301.48 FEET TO THE POINT OF BEGINNING.

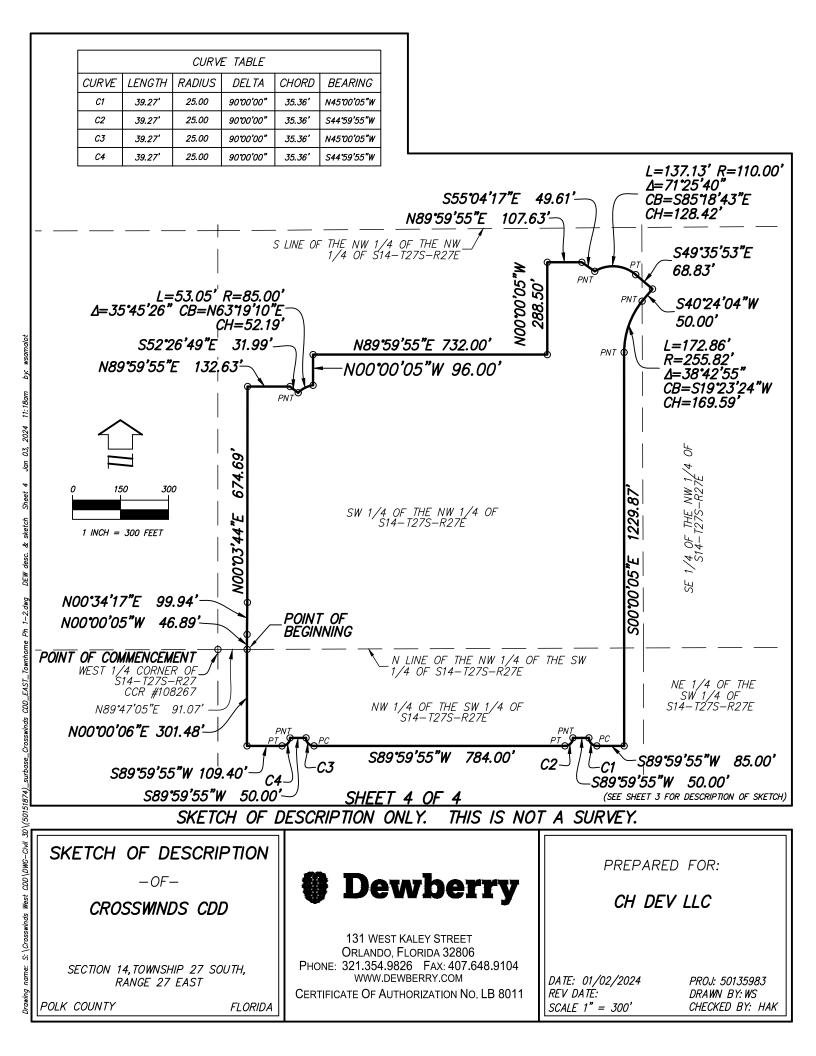
CONTAINING 1,491,957 SQUARE FEET OR 34.25 ACRES MORE OR LESS.

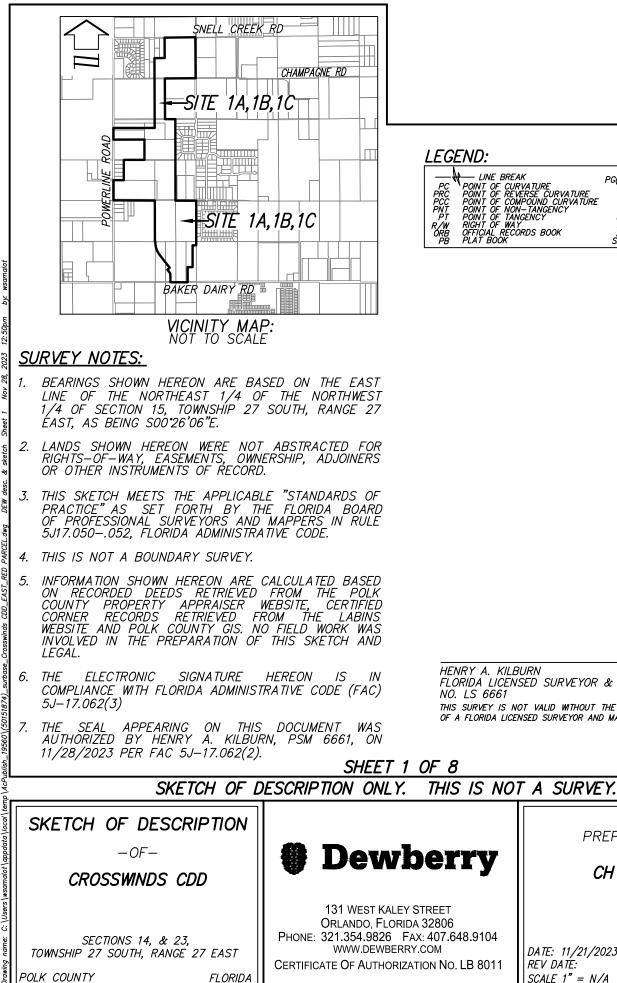
SHEET 3 OF 4

(SEE SHEET 4 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

5-Civil 3D	SKETCH OF DESCRIPTION		
CDD \D₩	-OF-	Dewberry	PREPARED FOR:
ds West	CROSSWINDS CDD	w Donnorry	CH DEV LLC
Drawing name: S: \Crosswin	SECTION 14,TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY FLORIDA	131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011	DATE: 01/02/2024 PROJ: 50135983 REV DATE: DRAWN BY:WS SCALE 1" = N/A CHECKED BY: HAK





LEGEND: LINE BREAK POINT OF CURVATURE POINT OF CURVATURE POINT OF COMPOUND CURVATURE POINT OF COMPOUND CURVATURE POINT OF NON-TANGENCY POINT OF TANGENCY RIGHT OF MAY OFFICIAL RECORDS BOOK PLAT BOOK PAGE(S) LENGTH RADIUS CENTRAL ANGLE CHORD BEARING CHORD LENGTH SQUARE FEET ACRES PG(S) k ĂC SEC ACRES SECTION

FLORIDA LICENSED SURVEYOR & MAPPER NO. LS 6661 THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE: 11/21/2023

SCALE 1'' = N/A

REV DATE:

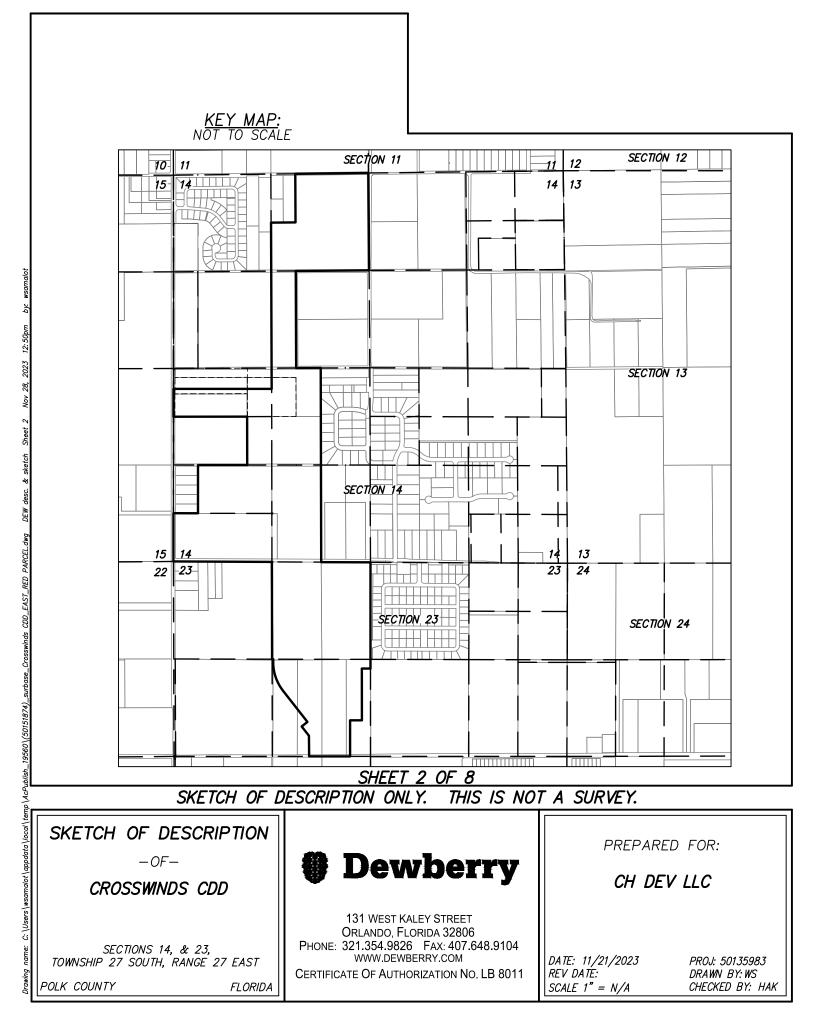
DATE HENRY A. KILBURN

> PROJ: 50135983 DRAWN BY: WS

> > CHECKED BY: HAK

PREPARED FOR:

CH DEV LLC



LEGAL DESCRIPTION:

12:50nn

2023 Nov 28,

Sheet

& sketch

DEW

RED EAST CDD

Crosswinds

(50151874)

19560

A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A pertinum of sections if any 23, iownship 27 south, mange 27 eAst, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 14; THENCE S0026'06'E, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 1318.33 FEET TO A POINT ON THE NORTH LINE, A DISTANCE OF 933.63 FEET, THENCE DEPARTING SAID NORTH LINE, RUN S007625'E, A DISTANCE OF 1315.13 FEET TO A POINT ON THE SOUTH LINE oF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S893'S8'W, ALONG SAID NORTH LINE, A DISTANCE OF 933.63 FEET, THENCE DEPARTING SAID NORTH LINE, RUN S007625'E, A DISTANCE OF 1315.13 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S007'S7'E, ALONG SAID EAST LINE A DISTANCE OF 1314.71 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S007'S7'E, ALONG SAID EAST LINE, A DISTANCE OF 1314.71 FEET TO A POINT ON THE EAST LINE AD DISTANCE OF 1314.71 FEET TO A POINT ON THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S007'S7'E, ALONG SAID EAST LINE, A DISTANCE OF 160.07 THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S007'S7'E, ALONG SAID EAST LINE, A DISTANCE OF 160.07 THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S007'S7'E, ALONG SAID EAST LINE, A DISTANCE OF 160.07 THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S007'S7'E, ALONG SAID EAST LINE, A DISTANCE OF 160.07 THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S007'S7'E, ALONG SAID EAST LINE, A DISTANCE OF 160.07 THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S007'S7'E, ALONG SAID EAST LINE, A DISTANCE OF 160.07 POLY ON THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S007'S7'E, ALONG SAID EAST LINE, A DISTANCE OF 148.08 FEET TO A POINT ON THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S007'S7'E, ALONG SAID EAST LINE, A DISTANCE OF 148.08 THE ANY OF A BUSKNEE STREET, THENCE MORTONG SAID WAST LINE, A DISTANCE OF 160.07 POLY ON THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S007'S7'E, ALONG SAID WAST

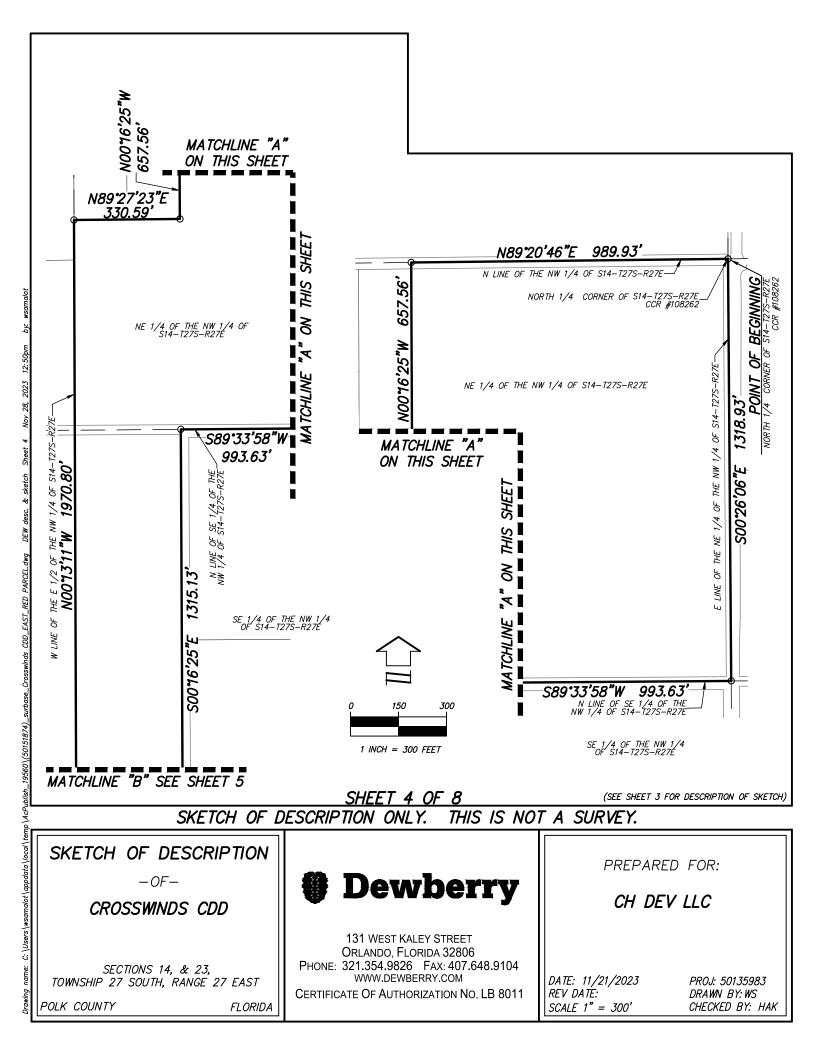
LESS ALL RECORDED INTERIOR ROAD RIGHT OF WAYS

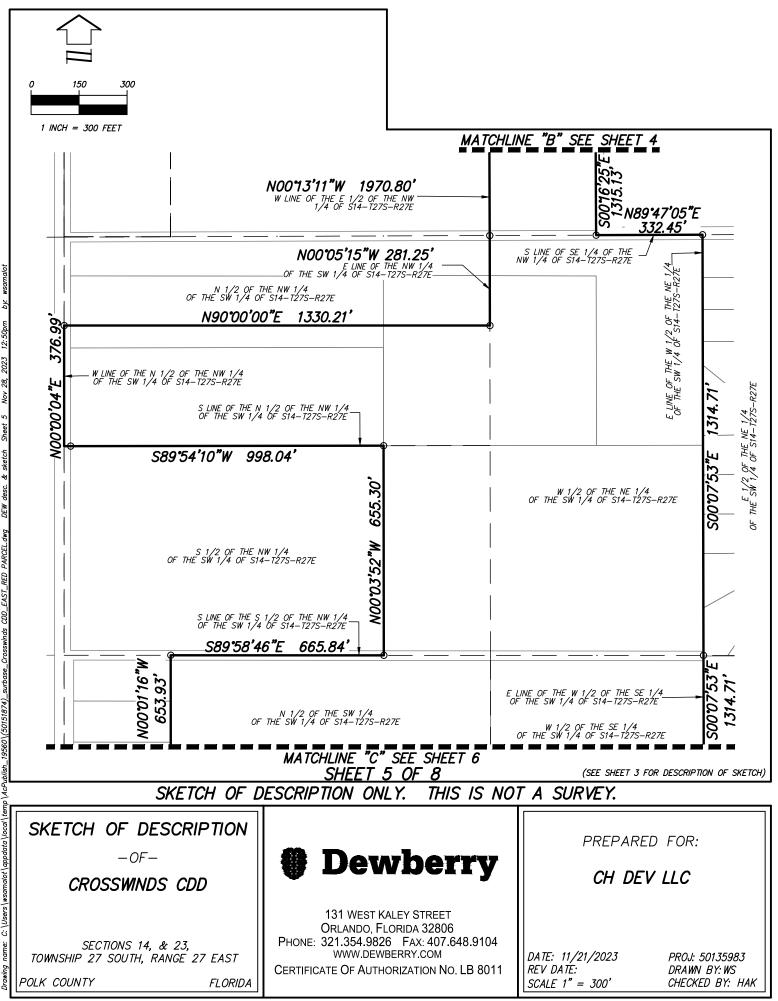
CONTAINING 204 ACRES MORE OR LESS.

SHEET 3 OF 8

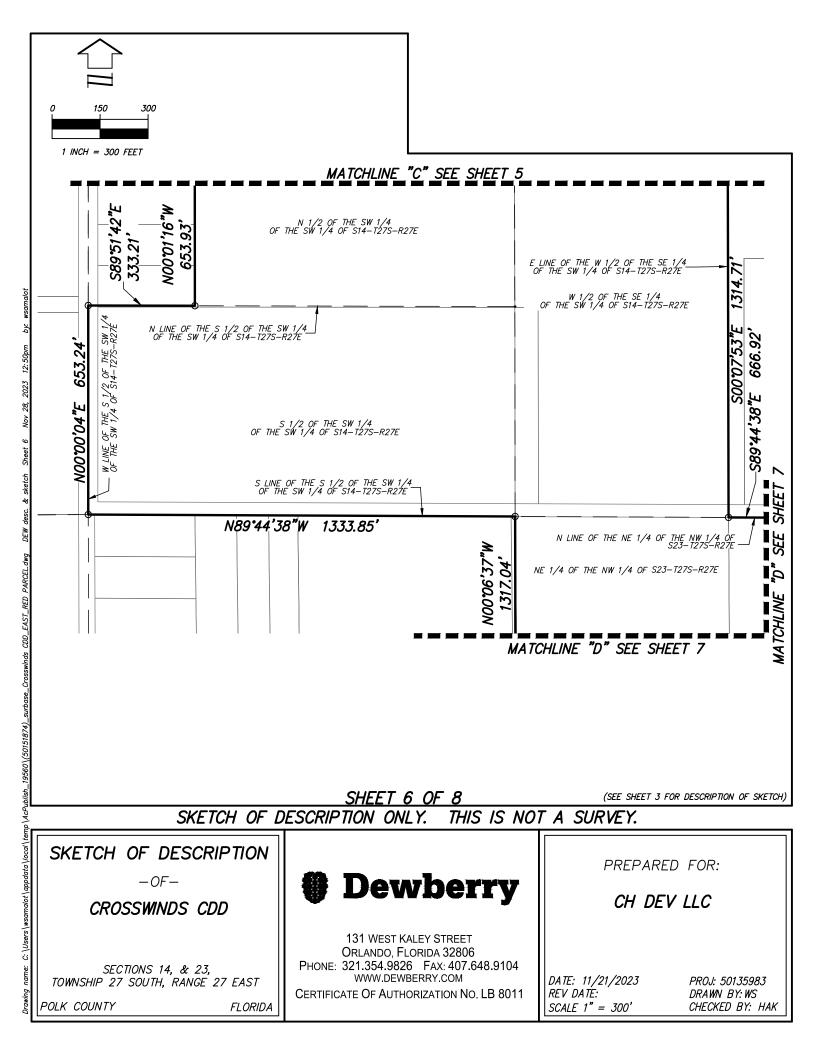
(SEE SHEET 4-6 FOR SKETCH OF DESCRIPTION)

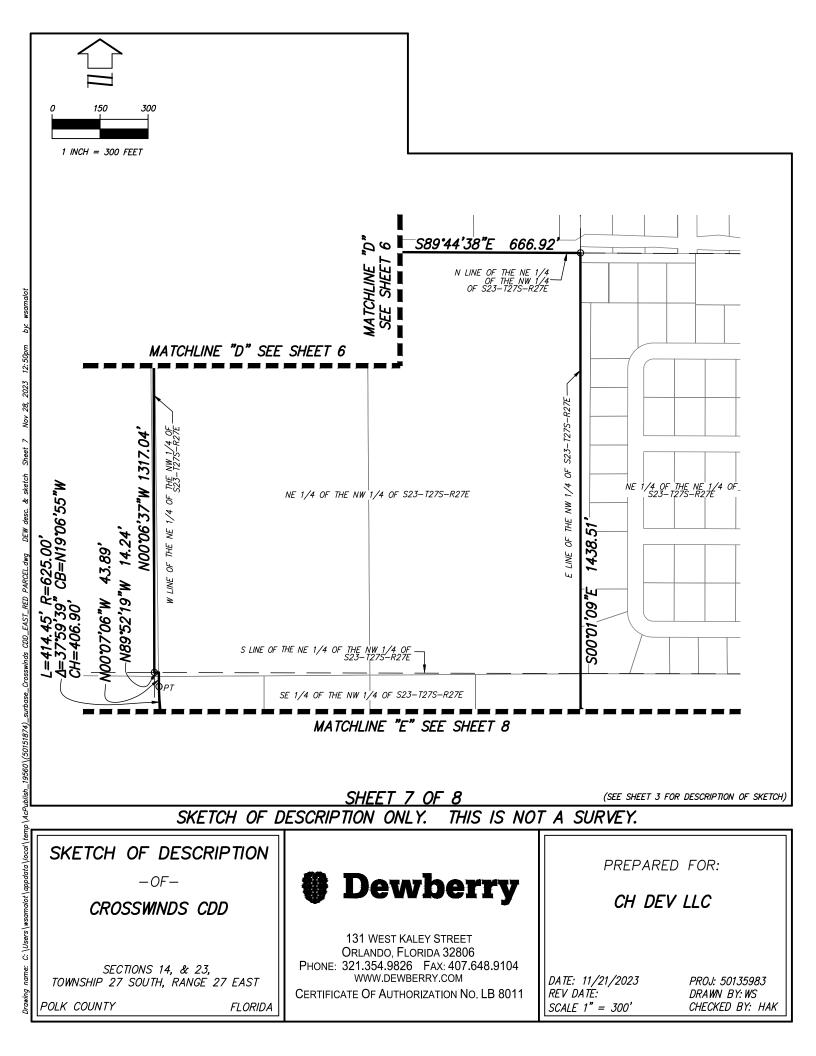
SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.						
SKETCH OF DESCRIPTI –OF– CROSSWINDS CDD	ION	Dewberry	PREPARED FOR: CH DEV LLC			
SECTIONS 14, & 23, TOWNSHIP 27 SOUTH, RANGE 27 EA POLK COUNTY FL	AST ORIDA	131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011	DATE: 11/21/2023 PROJ: 50135983 REV DATE: DRAWN BY: WS SCALE 1" = N/A CHECKED BY: HAK			

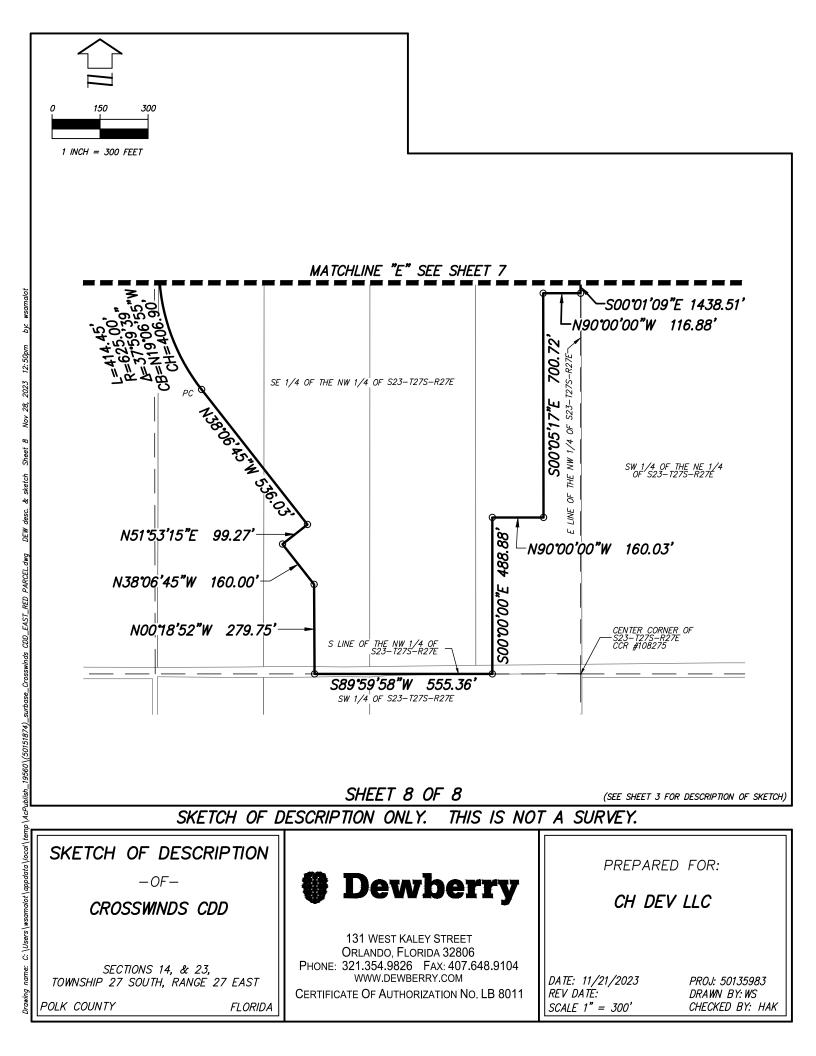




2023 Nov 28. Sheet 5 & sketch DEW RED PARCEL.dwg CDD EAST (50151874)AcPubl name: C: \Users \wsamalot \appdata \local \temp







COMPOSITE EXHIBIT C

LEGAL DESCRIPTION CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT ASSESSMENT AREA ONE

Crosswinds Single-Family Phases 1A, 1B and 1C and Crosswinds Townhomes Phase 1

DESCRIPTION PARCEL '1':

A portion of the MAP OF FLORIDA DEVELOPMENT CO. TRACT, according to the map or plat thereof, recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida, all lying in Section 14, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 14, run thence along the West boundary of said Section 14, N.00°00'06"E., a distance of 58.56 feet; thence S.89°59'54"E., a distance of 90.00 feet to a point on the South boundary of Tract 32 in the Southwest 1/4 of said MAP OF FLORIDA DEVELOPMENT CO. TRACT said point being the **POINT OF BEGINNING**; thence N.00°00'06"E., a distance of 594.43 feet to the North boundary of said Tract 32; thence along said North boundary, S.89°50'19"E., a distance of 243.15 feet to the West boundary Tract 18 in the Southwest 1/4 of said MAP OF FLORIDA DEVELOPMENT CO. TRACT; thence along said West boundary, and the Northerly extension thereof, N.00°01'10"W., a distance of 653.84 feet to the North boundary of the South 1/2 of said Southwest 1/4; thence along said North boundary, S.89°56'27"E., a distance of 665.82 feet to the Southerly extension of the West boundary of Tract 13 in the Southwest 1/4 of said MAP OF FLORIDA DEVELOPMENT CO. TRACT; thence along said West boundary of Tract 13, and Southerly extension thereof, N.00°03'42"W., a distance of 655.03 feet to the South boundary of Tracts 1 through 3 in the Southwest 1/4 of said MAP OF FLORIDA DEVELOPMENT CO. TRACT; thence along said South boundary, S.89°57'24"W., a distance of 907.01 feet; thence N.00°00'06"E., a distance of 653.37 feet to the North boundary of said Southwest 1/4; thence N.00°00'05"W., a distance of 46.89 feet; thence N.00°34'17"E., a distance of 99.94 feet; thence N.00°03'44"E., a distance of 900.60 feet; thence N.00°00'05"W., a distance of 916.52 feet to the North boundary of Tract 16 in the Northwest 1/4 of said MAP OF FLORIDA DEVELOPMENT CO. TRACT; thence along said North boundary N.89°27'19"E., a distance of 237.44 feet to the East boundary of said Tract 16; thence along said East boundary and the Southerly extension thereof S.00°03'44"E., a distance of 655.26 feet to the South boundary of the North 1/2 of said Northwest 1/4; thence along said South boundary, N.89°36'04"E., a distance of 993.66 feet to the Southerly extension of the West boundary of Tract 12 in the Northwest 1/4 of said MAP OF FLORIDA DEVELOPMENT CO. TRACT; thence along said West boundary, and Southerly extension thereof, N.00°13'02"W., a distance of 657.34 feet to the North boundary of said Tract 12; thence along said North boundary of Tract 12, N.89°28'26"E., a distance of 330.59 feet to the West boundary of Tract 6 in

the Northwest 1/4 of said MAP OF FLORIDA DEVELOPMENT CO. TRACT; thence along said West boundary, N.00°16'16"W., a distance of 603.07 feet; thence N.89°20'46"E., a distance of 975.08 feet to a point on the West Right-of-Way of Bird Road; thence Southerly along said West Right-of-Way of Bird Road S.00°25'53"E., a distance of 1250.48 feet to the Southeast corner of Tract 9 in the Northwest 1/4 of said MAP OF FLORIDA DEVELOPMENT CO. TRACT; thence S.13°36'24"W., a distance of 41.23 feet to the Northeast Corner of Lot 3 of the REPLAT OF LAKEWOOD HEIGHTS, Plat Book 26, Page 15 of said Public Records; thence along the North boundary of said REPLAT OF LAKEWOOD HEIGHTS, S.89°36'04"W., a distance of 943.67 feet to the Northwest Corner of said REPLAT OF LAKEWOOD HEIGHTS; thence along the West boundary of said REPLAT OF LAKEWOOD HEIGHTS and the Southerly extension thereof, S.00°15'51"E., a distance of 1306.26 feet to a point on the North boundary of Tract 6 in the Southwest 1/4 of said MAP OF FLORIDA DEVELOPMENT CO. TRACT; thence along said North boundary, N.89°51'15"E., a distance of 307.55 feet to the West boundary of the East 1/4 of said Southwest 1/4; thence along said West boundary, S.00°07'29"E., a distance of 2551.96 feet; thence N.89°50'15"W., a distance of 87.87 feet; thence N.89°51'49"W., a distance of 120.08 feet; thence N.89°49'38"W., a distance of 229.57 feet; thence N.89°53'15"W., a distance of 58.06 feet; thence N.89°49'03"W., a distance of 71.89 feet; thence N.89°45'25"W., a distance of 70.72 feet; thence N.89°44'52"W., a distance of 1272.06 feet to the **POINT OF BEGINNING.**

Containing 180.143 acres, more or less.

LESS AND EXCEPT:

A portion of the MAP OF FLORIDA DEVELOPMENT CO. TRACT, according to the map or plat thereof, recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida, all lying in Section 14, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 14, run thence along the West boundary of the Southwest 1/4 of said Section 14, N.00°00'06"E., a distance of 2612.97 feet to the West 1/4 corner of said Section 14, thence along the West boundary of the Northwest 1/4 of said Section 14, N.00°00'05"W., a distance of 821.71 feet; thence N.89°59'55"E., a distance of 130.38 feet to the POINT OF BEGINNING; thence continue, N.89°59'55"E., a distance of 95.00 feet; thence S.52°26'49"E., a distance of 31.99 feet; thence Northeasterly, 53.05 feet along the arc of a non-tangent curve to the right having a radius of 85.00 feet and a central angle of 35°45'26" (chord bearing N.63°19'10"E., 52.19 feet); thence N.00°00'05"W., a distance of 96.00 feet; thence N.89°59'55"E., a distance of 732.00 feet; thence N.00°00'05"W., a distance of 288.50 feet; thence N.89°59'55"E., a distance of 107.63 feet; thence S.55°04'17"E., a distance of 49.61 feet; thence Easterly, 137.13 feet along the arc of a non-tangent curve to the right having a radius of 110.00 feet and a central angle of 71°25'40" (chord bearing S.85°18'43"E., 128.42 feet); thence S.49°35'53"E., a distance of 68.83 feet; thence S.40°17'33"W., a distance of 50.00 feet; thence Southerly, 172.85 feet along the arc of a non-tangent curve to the left having a radius of 255.00 feet and a central angle of 38°50'12" (chord bearing S.19°25'12"W., 169.56 feet); thence S.00°00'05"E., a distance of 581.93 feet; thence S.89°59'55"W., a distance of 70.00 feet; thence Northwesterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°00'05"W., 35.36 feet); thence S.89°59'55"W., a distance of 50.00 feet; thence S.00°00'05"E., a distance of 11.00 feet; thence S.89°59'55"W., a distance of 254.00 feet; thence S.00°00'05"E., a distance of 11.45 feet; thence Westerly, 11.39 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 26°06'03" (chord bearing S.76°56'43"W., 11.29 feet); thence S.89°59'55"W., a distance of a tangent curve to the right having a radius of 25.00 feet and a central angle of 559.00 feet; thence Yesterly, 11.39 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 26°06'03" (chord bearing S.76°56'43"W., 11.29 feet); thence S.89°59'55"W., a distance of 559.00 feet; thence Yesterly, 11.39 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 26°06'14" (chord bearing N.76°56'58"W., 11.29 feet); thence N.00°00'05"W., a distance of 106.51 feet; thence S.89°59'55"W., a distance of 159.00 feet; thence N.00°00'05"W., a distance of 366.00 feet to the **POINT OF BEGINNING.**

Containing 15.874 acres, more or less.

DESCRIPTION PARCEL '2':

A portion of the Northwest 1/4 of Section 23, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 23, run thence along the North boundary of said Section 23, S.89°44'12"E., a distance of 1333.59 feet to the West boundary of the Northeast 1/4 of the Northwest 1/4 of said Section 23; thence along said West boundary S.00°07'06"E., a distance of 20.79 feet to the POINT OF BEGINNING; thence S.89°44'50"E., a distance of 28.09 feet; thence S.89°45'25"E., a distance of 70.76 feet; thence S.89°49'03"E., a distance of 71.98 feet; thence S.89°53'15"E., a distance of 58.07 feet; thence S.89°49'38"E., a distance of 229.58 feet; thence S.89°51'49"E., a distance of 120.05 feet; thence S.89°50'15"E., a distance of 199.82 feet; thence S.89°46'00"E., a distance of 67.71 feet; thence S.89°46'51"E., a distance of 156.64 feet; thence S.89°42'24"E., a distance of 117.20 feet; thence S.89°46'46"E., a distance of 155.97 feet; thence S.89°45'30"E., a distance of 57.70 feet to the East boundary of said Northeast 1/4 of the Northwest 1/4; thence along said East boundary, S.00°03'18"E., a distance of 1294.83 feet to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 23; thence Southerly along the East boundary of the Southeast 1/4 of the Northwest 1/4 of said Section 23, S.00°03'32"E., a distance of 124.06 feet; thence departing said East boundary S.89°52'54"W., a distance of 92.72 feet; thence S.00°07'06"E., a distance of 50.00 feet; thence Southwesterly, 39.27 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.44°52'54"W., 35.36 feet); thence S.00°07'06"E., a distance of 170.00 feet; thence Southeasterly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.45°07'06"E., 35.36 feet); thence S.00°07'06"E., a distance of 50.00 feet; thence Southwesterly, 39.27 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing

S.44°52'54"W., 35.36 feet); thence S.00°07'38"E., a distance of 60.68 feet; thence Southeasterly, 38.59 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 88°26'05" (chord bearing S.45°54'03"E., 34.87 feet); thence S.00°07'06"E., a distance of 110.00 feet; thence Southwesterly, 39.27 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'03" (chord bearing S.44°52'53"W., 35.36 feet); thence S.00°07'09"E., a distance of 60.20 feet; thence Southeasterly, 39.07 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 89°32'10" (chord bearing S.45°21'01"E., 35.21 feet); thence S.00°07'06"E., a distance of 50.00 feet; thence Southwesterly, 39.27 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.44°52'54"W., 35.36 feet); thence S.89°52'54"W., a distance of 50.00 feet; thence Northwesterly, 39.27 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 89°59'56" (chord bearing N.45°07'06"W., 35.36 feet); thence S.89°52'54"W., a distance of 85.00 feet; thence S.00°07'06"E., a distance of 185.15 feet; thence Southeasterly, 250.95 feet along the arc of a tangent curve to the left having a radius of 195.00 feet and a central angle of 73°44'04" (chord bearing S.36°59'08"E., 233.99 feet); thence S.00°17'47"E., a distance of 60.95 feet; thence S.89°42'13"W., a distance of 6.07 feet; thence S.89°17'51"W., a distance of 141.15 feet; thence S.89°33'11"W., a distance of 119.22 feet; thence S.89°23'55"W., a distance of 97.39 feet; thence S.88°59'43"W., a distance of 132.30 feet; thence S.89°26'42"W., a distance of 80.11 feet; thence N.89°47'44"W., a distance of 100.84 feet; thence S.89°33'15"W., a distance of 19.52 feet; thence N.00°26'45"W., a distance of 230.31 feet; thence N.38°06'45"W., a distance of 160.00 feet; thence N.51°53'15"E., a distance of 99.27 feet; thence N.38°06'44"W., a distance of 536.03 feet; thence Northerly, 414.44 feet along the arc of a tangent curve to the right having a radius of 625.00 feet and a central angle of 37°59'35" (chord bearing N.19°06'56"W., 406.89 feet); thence N.00°07'09"W., a distance of 32.47 feet; thence N.00°07'06"W., a distance of 11.29 feet to a point on the South boundary of the Northeast 1/4 of the Northwest 1/4 of said Section 23; thence along said South boundary S.89°54'30"W., a distance of 14.26 feet to the Southwest corner of said Northeast 1/4 of the Northwest 1/4; thence along the West boundary of said Northeast 1/4 of the Northwest 1/4, N.00°07'06"W., a distance of 1296.29 feet to the **POINT OF BEGINNING**.

Containing 66.121 acres, more or less.

Parcel 1 Containing 180.143 acres, more or less.

Less and Except Containing 15.874 acres, more or less.

Parcel 2 Containing 66.121 acres, more or less.

Total Acres Containing 230.390 acres, more or less.

The Grove Townhomes

DESCRIPTION:

A PORTION OF TRACTS 20, 21, 22, 25, 26, 27 AND 28 OF THE MAP OF FLORIDA DEVELOPMENT COMPANY, ACCORDING TO THE MAP OR PLAT. THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 22, RUN THENCE ALONG THE EAST BOUNDARY OF SAID NORTHEAST 1/4 OF SECTION 22, N.00°12'03'W, A DISTANCE OF 25.00 FEET TO A LINE 25.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID NORTHEAST 1/4; THENCE ALONG SAID PARALLEL LINE, S.89°53'S1'W, A DISTANCE OF 30.00 FEET TO A LINE 30.00 FEET WEST OF AND PARALLEL WITH SAID EAST BOUNDARY OF THE NORTHEAST 1/4; BEING THE WEST RIGHT OF WAY LINE OF POWERLINE ROAD ACCORDING TO OFFICIAL RECORDS BOOK 1280, PAGE 237 OF SAID PUBLIC RECORDS, FOR A POINT OF BEGINNING; THENCE ALONG A RIGHT OF WAY LINE OF POWERLINE ROAD ACCORDING TO OFFICIAL RECORDS BOOK 1280, PAGE 237 OF SAID PUBLIC RECORDS, FOR A POINT OF BEGINNING; THENCE ALONG A RIGHT OF WAY LINE OF DEED EXCEPTION AS RECORDED IN OFFICIAL RECORDS BOOK 5147, PAGE 1731 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LINE ALSO BEING 10.00 FEET NORTH OF AND PARALLEL WITH THE NORTH HEIGHT-OF-WAY LINE OF AN UNNAMED ROAD OF SAID MAP OF FLORIDA DEVELOPMENT COMPANY, S.89°55351'W, A DISTANCE OF 1297.25 FEET TO THE WEST BOUNDARY OF SAID TRACT 20, S89°560'W, A DISTANCE OF 530.21 FEET TO THE SOUTH BOUNDARY OF SAID TRACT 20, S89°560'W, A DISTANCE OF 530.21 FEET TO THE SOUTH BOUNDARY OF SAID TRACT 20, NDI'20'O'W, A DISTANCE OF 546.15 FEET TO THE NORTHWEST CORNER OF SAID TRACT 20, NDI'20'D'W, A DISTANCE OF 646.15 FEET TO THE NORTHWEST CORNER OF SAID TRACT 20, THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 20, NDI'20'D'W, A DISTANCE OF 646.15 FEET TO THE NORTHWEST CORNER OF SAID TRACT 20, THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT 20, NDI'20'D'W, A DISTANCE OF 646.15 FEET TO THE NORTHWEST CORNER OF SAID TRACT 20, THENCE ALONG THE SOUTH RIGHT-OF-WAY. N.89'58'D'W, A DISTANCE OF 645.15 FEET TO THE NORTHWEST CORNER OF SAID TRACT 20, THENCE ALONG THE SOUTH RIGHT-OF-WAY. N.89'58'D'W, A DISTANCE OF 645.15 FEET TO THE NORTHWEST CORNER OF SAID TRACT 20, NDI'20'D'W, A DISTANCE OF 645.15 FEET TO THE NORTHWEST CORNER OF SAID TRACT 20, THENCE ALONG THE NORTHEAST CORNER OF SAID TRACT 22, SUD'HAIT, OF WAN

CONTAINING 33.66 ACRES, MORE OR LESS.

Ехнівіт D

Maturities and Coupons of Assessment Area One Bonds

Feb 12, 2024 9:36 am Prepared by DBC Finance

(Crosswinds East CDD 2024:CE-2024) Page 10

BOND SUMMARY STATISTICS

Dated Date	02/29/2024
Delivery Date	02/29/2024
Last Maturity	05/01/2054
Arbitrage Yield	5.661707%
True Interest Cost (TIC)	5.845151%
Net Interest Cost (NIC)	5.774088%
All-In TIC	5.926479%
Average Coupon	5.652932%
Average Life (years)	19.621
Weighted Average Maturity (years)	19.596
Duration of Issue (years)	11.314
Par Amount	25,785,000.00
Bond Proceeds	25,687,746.90
Total Interest	28,599,357.82
Net Interest	29,212,310.92
Total Debt Service	54,384,357.82
Maximum Annual Debt Service	1,783,400.00
Average Annual Debt Service	1,802,464.45
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	97.622831

Bond Component	Par Value	Price	Average Coupon	Average Life
Term 1	2,930,000.00	100.000	4.625%	4.353
Term 2	9,310,000.00	100.000	5.500%	14.934
Term 3	13,545,000.00	99.282	5.750%	26.145
	25,785,000.00			19.621

	TIC	All-In TIC	Arbitrage Yield
Par Value + Accrued Interest	25,785,000.00	25,785,000.00	25,785,000.00
+ Premium (Discount)	-97,253.10	-97,253.10	-97,253.10
- Underwriter's Discount - Cost of Issuance Expense - Other Amounts	-515,700.00	-515,700.00 -223,475.00	
Target Value	25,172,046.90	24,948,571.90	25,687,746.90
Target Date Yield	02/29/2024 5.845151%	02/29/2024 5.926479%	02/29/2024 5.661707%

EXHIBIT E Sources and Uses of Funds for Assessment Area One Bonds

Feb 12, 2024 9:36 am Prepared by DBC Finance

(Crosswinds East CDD 2024:CE-2024) Page 1

SOURCES AND USES OF FUNDS

Bond Proceeds:	
Par Amount	25,785,000.00
Original Issue Discount	-97,253.10
	25,687,746.90
Uses:	
Project Fund Deposits:	
Grove Acquisition and Construction Account	3,364,544.58
Crosswinds Acquisition and Construction Account	19,554,969.54
	22,919,514.12
Other Fund Deposits:	
Debt Service Reserve Fund (MADS w Release)	1,783,400.00
Capitalized Interest Fund (thru 5/1/2024)	245,657.78
	2,029,057.78
Delivery Date Expenses:	
Cost of Issuance	223,475.00
Underwriter's Discount	515,700.00
	739,175.00

EXHIBIT F Annual Debt Service Payment Due on Assessment Area One Bonds

Feb 12, 2024 9:36 am Prepared by DBC Finance

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(Crosswinds East CDD 2024:CE-2024) Page 4

BOND DEBT SERVICE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2024			245,657.78	245,657.78	
11/01/2024			713,200.00	713,200.00	958,857.78
05/01/2025	365,000	4.625%	713,200.00	1,078,200.00	,
11/01/2025	,		704,759.38	704,759.38	1,782,959.38
05/01/2026	380,000	4.625%	704,759.38	1,084,759.38	-, -,
11/01/2026	·		695,971.88	695,971.88	1,780,731.26
05/01/2027	400,000	4.625%	695,971.88	1,095,971.88	
11/01/2027			686,721.88	686,721.88	1,782,693.76
05/01/2028	415,000	4.625%	686,721.88	1,101,721.88	
11/01/2028			677,125.00	677,125.00	1,778,846.88
05/01/2029	435,000	4.625%	677,125.00	1,112,125.00	
11/01/2029			667,065.63	667,065.63	1,779,190.63
05/01/2030	455,000	4.625%	667,065.63	1,122,065.63	
11/01/2030			656,543.75	656,543.75	1,778,609.38
05/01/2031	480,000	4.625%	656,543.75	1,136,543.75	
11/01/2031			645,443.75	645,443.75	1,781,987.50
05/01/2032	505,000	5.500%	645,443.75	1,150,443.75	
11/01/2032			631,556.25	631,556.25	1,782,000.00
05/01/2033	535,000	5.500%	631,556.25	1,166,556.25	
11/01/2033			616,843.75	616,843.75	1,783,400.00
05/01/2034	560,000	5.500%	616,843.75	1,176,843.75	
11/01/2034			601,443.75	601,443.75	1,778,287.50
05/01/2035	595,000	5.500%	601,443.75	1,196,443.75	
11/01/2035	(30.000)	5 5000V	585,081.25	585,081.25	1,781,525.00
05/01/2036	630,000	5.500%	585,081.25	1,215,081.25	1 200 002 60
11/01/2036	665 000	5 5000/	567,756.25	567,756.25	1,782,837.50
05/01/2037	665,000	5.500%	567,756.25	1,232,756.25	1 792 225 00
11/01/2037	700.000	5.500%	549,468.75	549,468.75	1,782,225.00
05/01/2038 11/01/2038	700,000	5.500%	549,468.75	1,249,468.75	1 770 697 50
05/01/2039	740,000	5.500%	530,218.75 530,218.75	530,218.75 1,270,218.75	1,779,687.50
11/01/2039	/40,000	5.500%	509,868.75	509,868.75	1,780,087.50
05/01/2040	780,000	5.500%	509,868.75	1,289,868.75	1,700,007.50
11/01/2040	/00,000	5.50070	488,418.75	488,418.75	1,778,287.50
05/01/2041	825,000	5.500%	488,418,75	1,313,418.75	1,110,201.50
11/01/2041	025,000	5.50070	465,731.25	465,731.25	1,779,150.00
05/01/2042	875,000	5.500%	465,731.25	1,340,731.25	1,110,100.00
11/01/2042	0,0,000	5.50070	441,668.75	441,668.75	1,782,400.00
05/01/2043	925,000	5.500%	441,668.75	1,366,668.75	-,,
11/01/2043	,		416,231.25	416,231.25	1,782,900.00
05/01/2044	975,000	5.500%	416,231.25	1,391,231.25	-,,
11/01/2044			389,418.75	389,418.75	1,780,650.00
05/01/2045	1,030,000	5.750%	389,418.75	1,419,418.75	
11/01/2045			359,806.25	359,806.25	1,779,225.00
05/01/2046	1,095,000	5.750%	359,806.25	1,454,806.25	
11/01/2046			328,325.00	328,325.00	1,783,131.25
05/01/2047	1,155,000	5.750%	328,325.00	1,483,325.00	
11/01/2047			295,118.75	295,118.75	1,778,443.75
05/01/2048	1,225,000	5.750%	295,118.75	1,520,118.75	
11/01/2048			259,900.00	259,900.00	1,780,018.75
05/01/2049	1,300,000	5.750%	259,900.00	1,559,900.00	
11/01/2049			222,525.00	222,525.00	1,782,425.00
05/01/2050	1,375,000	5.750%	222,525.00	1,597,525.00	
11/01/2050	1 455 000	6 7 6 6 6	182,993.75	182,993.75	1,780,518.75
05/01/2051	1,455,000	5.750%	182,993.75	1,637,993.75	

BOND DEBT SERVICE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2051			141,162.50	141,162.50	1,779,156.25
05/01/2052	1,545,000	5.750%	141,162.50	1,686,162.50	
11/01/2052			96,743.75	96,743.75	1,782,906.25
05/01/2053	1,635,000	5.750%	96,743.75	1,731,743.75	
11/01/2053			49,737.50	49,737.50	1,781,481.25
05/01/2054	1,730,000	5.750%	49,737.50	1,779,737.50	
11/01/2054					1,779,737.50
	25,785,000		28,599,357.82	54,384,357.82	54,384,357.82

SECTION VI

This Instrument Prepared by and return to:

Roy Van Wyk Kilinski | Van Wyk, PLLC 517 E. College Avenue Tallahassee, Florida 32301

AMENDED AND RESTATED CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT NOTICE OF SPECIAL ASSESSMENTS AND GOVERNMENT LIEN OF RECORD¹

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Crosswinds East Community Development District (the "District"), a unit of special-purpose local government established under and pursuant to Chapter 190, Florida Statutes, enjoys a governmental lien on certain lands contained within the real property known as the Crosswinds East Community Development District, and described in **Exhibit A** attached hereto (the "Property"). Such lien is coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims until paid pursuant to Section 170.09 of the Florida Statutes. The District has adopted Resolution Nos. 2022-27, 2022-28, 2022-36, and 2024-02 (together, the "Assessment Resolutions"), which provide for, levy, and set forth the terms of the non-ad valorem special assessments on the Property (the "Crosswinds East Special Assessments"), which is specifically benefitted by the improvements anticipated to be financed with the proceeds of the District's Special Assessment Bonds, or other indebtedness (collectively, the "Bonds"). As provided in the Assessment Resolutions, these non-ad valorem assessments do not apply to governmental properties dedicated by plats, deeds or otherwise, including rights of way.

The non-ad valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute, and will at all relevant times in the future constitute,

¹ The intent of this Notice is to amend and supplement the *Crosswinds East Community Development District Notice* of Lien of Special Assessments and Government Lien of Record, dated August 24, 2022, and recorded on August 31, 2022, in the Official Records Instrument #2022236672, Book 12400, Pages 1045-1051, inclusive, of the Official Records of Polk County, Florida.

legal, valid, and binding first liens on the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. The District may collect assessments on any of the lands described in the attached **Exhibit A** by any method authorized by law, which method may change from year to year.

The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes. Pursuant to section 190.048, Florida Statutes, you are hereby notified that: THE CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. The District's lien secures the payment of special assessments levied in accordance with Florida Statutes, which special assessments in turn secure the payment of the Bonds. Copies of the Master Assessment Methodology for Crosswinds East Community Development District, dated July 13, 2022, as supplemented by the Supplemental Assessment Methodology for Assessment Area One, dated February 13, 2024 (together, the "Assessment Report"), and the Assessment Resolutions may be obtained from the registered agent of the District as designated by the Florida Department of Commerce in accordance with Section 189.014, Florida Statutes, or by contacting the District at:

> Crosswinds East Community Development District c/o Governmental Management Services – Central Florida, LLC 219 East Livingston Street Orlando, Florida 32801 (407) 841-5524

THE LIEN FOR THE SPECIAL ASSESSMENTS IS STATUTORY AND NO FILING IS NECESSARY IN ORDER TO PERFECT OR PROVIDE RECORD NOTICE THEREOF. THIS NOTICE IS FOR INFORMATION PURPOSES. IN ADDITION TO THE MINUTES, RECORDS AND OTHER MATERIAL OF THE DISTRICT AVAILABLE FROM THE DISTRICT, THIS ALSO CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 197.573 OF THE FLORIDA STATUTES AND ALL OTHER APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.

IN WITNESS WHEREOF, this Notice has been executed as of the 28th day of February 2024, and recorded in the Official Records of Polk County, Florida.

CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors

Witness

Witness

Print Name
Address:

Print Name
Address:

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me by means of \Box physical presence or \Box online notarization, this _____ day of February 2024, by Warren K. (Rennie) Heath II as Chairperson of the Board of Supervisors for the Crosswinds East Community Development District.

(Official Notary Signature)
Name:	
Personally Know	'n
OR Produced Ide	entification
Type of Identific	ation

[notary seal]

<u>Exhibit A</u> Legal Description

LEGAL DESCRIPTION:

A PORTION OF SECTIONS 11, 14, 22, 23 AND 24, 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 NORTH 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 NORTH LINE, RUN S00°16'25"E, A DISTANCE OF 657.56 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE N89°47'05"E, ALONG SAID SOUTH LINE, A DISTANCE OF 332.45 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE S00°07'53"E, ALONG SAID EAST LINE, A DISTANCE OF 1314.71 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE S00°07'53"E, ALONG SAID EAST LINE, A DISTANCE OF 1314.71 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S89°44'38"E, ALONG SAID NORTH LINE, A DISTANCE OF 666.92 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S00°01'09"E, ALONG SAID EAST LINE. A DISTANCE OF 1314.06 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE S89°52'19"E, ALONG SAID NORTH LINE, A DISTANCE OF 1331.72 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE N00°04'25"E, ALONG SAID WEST LINE, A DISTANCE OF 605.42 FEET; THENCE DEPARTING SAID WEST LINE, RUN S89°48'46"E, A DISTANCE OF 666.35 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 SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE S89°59'58"W, ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 2659.17 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S00°02'24"E, ALONG SAID EAST LINE, A DISTANCE OF 1313.41 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S89°52'56"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1327.18 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S89°52'56"W, ALONG SAID SOUTH LINE, A DISTANCE OF 663.59 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE ALONG THE EAST. SOUTH AND WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 THE FOLLOWING THREE (3) COURSES AND DISTANCES; S00°12'04"E, A DISTANCE OF 658.75 FEET; THENCE S89°49'20"W, A DISTANCE OF 662.97 FEET; THENCE N00°15'17"W, A DISTANCE OF 659.43 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE N00°15'17"W, ALONG SAID WEST LINE, 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 A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S89°59'58"W, ALONG SAID SOUTH LINE, A DISTANCE OF 215.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE N00°12'03"W, ALONG SAID WEST LINE, A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID WEST LINE, RUN S89°30'49"W, A DISTANCE OF 1322.88 FEET TO A POINT ON THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N00°08'15"W, ALONG SAID WEST LINE, A DISTANCE OF 635.08 FEET; THENCE DEPARTING SAID WEST LINE, RUN S89°30'57"W, A DISTANCE OF 330.41 FEET; THENCE N00°06'37"W. A DISTANCE OF 660.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N89°31'06"E, ALONG SAID SOUTH LINE, A DISTANCE OF 990.93 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE ALONG THE WEST, SOUTH AND EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22 THE FOLLOWING THREE (3) COURSES AND DISTANCES: S00°09'52"E, A DISTANCE OF 660.05 FEET; THENCE N89°30'57"E, A DISTANCE OF 661.04 FEET; THENCE N00°12'03"W, A DISTANCE OF 660.02 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S89°52'19"E, ALONG SAID NORTH LINE, A DISTANCE OF 1331.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE N00°06'37"W, ALONG SAID WEST LINE, A DISTANCE OF 1317.04 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 14; THENCE N89°44'38"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1333.85 FEET TO A POINT ON THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14: THENCE N00°00'04"E. ALONG SAID WEST LINE, A DISTANCE OF 653.24 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE S89°51'42"E, ALONG SAID NORTH LINE, A DISTANCE OF 333.21 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N00°01'16"W, A DISTANCE OF 653.93 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE S89°58'46"E, ALONG SAID SOUTH LINE, A DISTANCE OF 665.84 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N00°03'52"W, A DISTANCE OF 655.30 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE S89°54'10"W, ALONG SAID SOUTH LINE, A DISTANCE OF 998.04 FEET TO A POINT ON THE WEST LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE N00°00'04"E, ALONG SAID WEST LINE, A DISTANCE OF 653.24 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE N00°00'07"W, ALONG SAID WEST LINE, A DISTANCE OF 1963.24 FEET: THENCE DEPARTING SAID WEST LINE, RUN N90°00'00"E. A DISTANCE OF 330.58 FEET; THENCE S00°03'26"E, A DISTANCE OF 651.91 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE N89°33'58"E, ALONG SAID SOUTH LINE, A DISTANCE OF 993.63 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE N00°13'11"W, ALONG SAID EAST LINE, A DISTANCE OF 656.93 FEET; THENCE DEPARTING SAID EAST LINE, RUN N89°27'23"E, A DISTANCE OF 330.59 FEET; THENCE N00°16'25"W, A DISTANCE OF 657.56 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S89°20'46"W, ALONG SAID NORTH LINE, A DISTANCE OF 659.96 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N00°08'05"W, A DISTANCE OF 661.78 FEET; THENCE N89°23'12"E, A DISTANCE OF 330.08 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE N89°23'12"E, ALONG SAID NORTH LINE, A DISTANCE OF 1320.33 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE N00°05'18"W, ALONG SAID WEST LINE, A DISTANCE OF 1981.85 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE N89°29'24"E, ALONG SAID NORTH LINE, A DISTANCE OF 331.10 FEET; THENCE DEPARTING SAID NORTH LINE, RUN 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 N89°25'18"E, ALONG SAID NORTH LINE, A DISTANCE OF 330.46 FEET TO A POINT ON THE EAST LINE OF THE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE 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 N89°23'14"E, ALONG SAID NORTH LINE, A DISTANCE OF 430.30 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°01'25"W, A DISTANCE OF 659.97 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE N89°21'10"E, ALONG SAID NORTH LINE, A DISTANCE OF 1440.10 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N00°01'25"E, A DISTANCE OF 659.11 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE N89°23'14"E, ALONG SAID NORTH LINE, A DISTANCE OF 110.50 FEET TO A POINT ON THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE S00°08'08"W, ALONG SAID EAST LINE, A DISTANCE OF 659.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 33,948,903 SQUARE FEET OR 779 ACRES MORE OR LESS.

SECTION VII

CONTRACT AGREEMENT

This Agreement made and entered into on Wednesday, January 31, 2024 by and between the Crosswinds East Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

- 1. Section <u>197.3632</u> Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
- 2. The parties herein agree that, for the 2024 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Crosswinds East Community Development District.
- 3. The term of this Agreement shall commence on January 1, 2024 or the date signed below, whichever is later, and shall run until December 31, 2024, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
- 4. The Special District shall meet all relevant requirements of Section <u>197.3632</u> & <u>190.021</u> Florida Statutes.
- 5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2024 TRIM Notice, the Special District shall provide proposed assessments no later than Friday, July 12, 2024. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
- 6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Friday, September 13, 2024**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2024 tax roll.
- 7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2024 tax roll. For the TRIM Notice, the Property Appraiser will require payment on or before Friday, September 13, 2024 for processing within the Property Appraiser budget year (October 1st September 30th).
- 8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
- 9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

Special District Representative

Print name

Marsha M. Faux, CFA, ASA Polk County Property Appraiser By:

lande -

Marsha M. Faux, Property Appraiser

Title

Date

SECTION VIII

INSTR # 2024034284 BK 13005 Pgs 1416-1421 PG(s)6 02/13/2024 09:45:14 AM STACY M. BUTTERFIELD, CLERK OF COURT POLK COUNTY RECORDING FEES 52.50

This instrument was prepared by and upon recording should be returned to:

Roy Van Wyk, Esq. Kilinski Van Wyk 517 E. College Avenue Tallahassee, Florida 32301

AMENDED AND RESTATED NOTICE OF ESTABLISHMENT¹ OF THE CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT

PLEASE TAKE NOTICE that on January 23, 2024, the Polk County Board of County Commissioners adopted Polk County Ordinance No. 2024-006, effective on January 24, 2024, correcting a scrivener's error in Polk County Ordinance No. 2022-051, establishing the Crosswinds East Community Development District ("**District**"). The legal description of the lands encompassed within the District, after amendment, is attached hereto as **Exhibit A**. The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 190, *Florida Statutes*, or by contacting the District's registered agent as designated to the Florida Department of Commerce in accordance with Section 189.014, *Florida Statutes*.

THE CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

[CONTINED ON NEXT PAGE]

¹ This amends, supplements and reinstates the Notice of Establishment of the Crosswinds East Community Development District, recorded in the Official Records on July 18, 2022, Instrument #2022194942, Book 12342, Pages 1315-1319, inclusive, of the Public Records of Polk County, Florida.

IN WITNESS WHEREOF, this Notice shall be effective as of the day of February 2024, and shall be recorded in the Official Records of Polk County, Florida.

Warren K. (Rennie) Heath II, Chairperson of the Board of Supervisors of the District

a Petriver

Print Nan

Print Name

Witness

STATE OF FLORIDA POLK COUNTY OF

The foregoing instrument was acknowledged before me by means of χ physical presence or _____ online notarization, this 2^{2} day of February 2024, by Warren K. (Rennie) Heath II, as Chairperson of the Board of Supervisors of the Crosswinds East Community Development District, who is personally known to me, and who <u>I</u> did or <u>did not</u> take an oath



Print Name: Notary Public, State of Florida 44191373 Commission No.: My Commission Expires: 021

EXHIBIT A- LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A PORTION OF SECTIONS 11, 14, 22, 23 AND 24, 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 NORTH 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 NORTH LINE, RUN S00°16'25"E. A DISTANCE OF 657.56 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE N89°47'05"E, ALONG SAID SOUTH LINE, A DISTANCE OF 332.45 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE S00°07'53"E, ALONG SAID EAST LINE, A DISTANCE OF 1314.71 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE S00°07'53"E, ALONG SAID EAST LINE, A DISTANCE OF 1314.71 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23: THENCE S89°44'38"E, ALONG SAID NORTH LINE, A DISTANCE OF 666.92 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S00°01'09"E, ALONG SAID EAST LINE, A DISTANCE OF 1314.06 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23: THENCE S89°52'19"E, ALONG SAID NORTH LINE, A DISTANCE OF 1331.72 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE N00°04'25"E, ALONG SAID WEST LINE, A DISTANCE OF 605.42 FEET: THENCE DEPARTING SAID WEST LINE, RUN S89°48'46"E, A DISTANCE OF 666.35 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 SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE S89°59'58"W, ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 2659.17 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S00°02'24"E, ALONG SAID EAST LINE, A DISTANCE OF 1313.41 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S89°52'56"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1327.18 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S89°52'56"W, ALONG SAID SOUTH LINE, A DISTANCE OF 663.59 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE ALONG THE EAST, SOUTH AND WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 THE FOLLOWING THREE (3) COURSES AND DISTANCES; S00°12'04"E, A DISTANCE OF 658.75 FEET; THENCE S89°49'20"W, A DISTANCE OF 662.97 FEET; THENCE N00°15'17"W, A DISTANCE OF 659.43 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE N00°15'17"W, ALONG SAID WEST LINE, 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 A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S89°59'58"W, ALONG SAID SOUTH LINE, A DISTANCE OF 215.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE N00°12'03"W, ALONG SAID WEST LINE, A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID WEST LINE, RUN S89°30'49"W, A DISTANCE OF 1322.88 FEET TO A POINT ON THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N00°08'15"W, ALONG SAID WEST LINE, A DISTANCE OF 635.08 FEET; THENCE DEPARTING SAID WEST LINE, RUN S89°30'57"W, A DISTANCE OF 330.41 FEET; THENCE N00°06'37"W, A DISTANCE OF 660.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N89°31'06"E, ALONG SAID SOUTH LINE, A DISTANCE OF 990.93 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE ALONG THE WEST, SOUTH AND EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22 THE FOLLOWING THREE (3) COURSES AND DISTANCES: S00°09'52"E, A DISTANCE OF 660.05 FEET; THENCE N89°30'57"E, A DISTANCE OF 661.04 FEET; THENCE N00°12'03"W, A DISTANCE OF 660.02 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S89°52'19"E, ALONG SAID NORTH LINE, A DISTANCE OF 1331.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE N00°06'37"W, ALONG SAID WEST LINE, A DISTANCE OF 1317.04 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 14; THENCE N89°44'38"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1333.85 FEET TO A POINT ON THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE N00°00'04"E, ALONG SAID WEST LINE, A DISTANCE OF 653.24 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14: THENCE \$89°51'42"E, ALONG SAID NORTH LINE, A DISTANCE OF 333.21 FEET: THENCE DEPARTING SAID NORTH LINE, RUN N00°01'16"W, A DISTANCE OF 653.93 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE S89°58'46"E, ALONG SAID SOUTH LINE, A DISTANCE OF 665.84 FEET; THENCE DEPARTING SAID SOUTH LINE. RUN N00°03'52"W, A DISTANCE OF 655.30 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE S89°54'10"W, ALONG SAID SOUTH LINE, A DISTANCE OF 998.04 FEET TO A POINT ON THE WEST LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14: THENCE N00°00'04"E, ALONG SAID WEST LINE, A DISTANCE OF 653.24 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE N00°00'07"W, ALONG SAID WEST LINE, A DISTANCE OF 1963.24 FEET; THENCE DEPARTING SAID WEST LINE, RUN N90°00'00"E, A DISTANCE OF 330.58 FEET; THENCE S00°03'26"E, A DISTANCE OF 651.91 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE N89°33'58"E, ALONG SAID SOUTH LINE, A DISTANCE OF 993.63 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE N00°13'11"W, ALONG SAID EAST LINE, A DISTANCE OF 656.93 FEET; THENCE DEPARTING SAID EAST LINE, RUN N89°27'23"E, A DISTANCE OF 330.59 FEET; THENCE N00°16'25"W, A DISTANCE OF 657.56 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE \$89°20'46"W, ALONG SAID NORTH LINE, A DISTANCE OF 659.96 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N00°08'05"W, A DISTANCE OF 661.78 FEET; THENCE N89°23'12"E, A DISTANCE OF 330.08 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE N89°23'12"E, ALONG SAID NORTH LINE, A DISTANCE OF 1320.33 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE N00°05'18"W, ALONG SAID WEST LINE, A DISTANCE OF 1981.85 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE N89°29'24"E, ALONG SAID NORTH LINE, A DISTANCE OF 331.10 FEET: THENCE DEPARTING SAID NORTH LINE, RUN 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 N89°25'18"E, ALONG SAID NORTH LINE, A DISTANCE OF 330.46 FEET TO A POINT ON THE EAST LINE OF THE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE 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 N89°23'14"E, ALONG SAID NORTH LINE, A DISTANCE OF 430.30 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°01'25"W, A DISTANCE OF 659.97 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE N89°21'10"E, ALONG SAID NORTH LINE, A DISTANCE OF 1440.10 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N00°01'25"E, A DISTANCE OF 659.11 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE N89°23'14"E, ALONG SAID NORTH LINE, A DISTANCE OF 110.50 FEET TO A POINT ON THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE S00°08'08"W, ALONG SAID EAST LINE, A DISTANCE OF 659.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 33,948,903 SQUARE FEET OR 779 ACRES MORE OR LESS.

SECTION IX

SECTION A



Dewberry Engineers Inc. 800 North Magnolia Ave, Suite 1000 Orlando, FL 32803-3251 407.843.5120 407.649.8664 fax www.dewberry.com

February 12, 2024

Via United States Mail and Electronic Mail

Mr. Bing Kearney The Kearney Companies, LLC 9625 Wes Kearney Way Riverview, Florida 33578

Re: Crosswinds East Community Development District –Notice to Proceed Phase 1A Construction Contract

Dear Mr. Kearney:

You are hereby notified that the Contract Times under the *Standard Form of Agreement Between Owner and Contractor for Construction Contract*, dated December 28, 2023, with respect to Crosswinds East Community Development District Phase 1A construction services (the "Agreement") will commence to run as of February 12, 2024, on which date The Kearney Companies, LLC, is to start performing its obligations under the Contract Documents referenced in the Agreement with respect to Crosswinds East Phase 1A Project construction. In accordance with Article 4 of the Agreement, the Work to be performed under the Agreement shall commence no later than ten (10) calendar days, including Saturdays, Sundays, and holidays, from the date of this Notice and shall be substantially completed within three hundred seventy-eight (378) consecutive calendar days from the date designated in this Notice ("Substantial Completion Date"). The entirety of the Work shall be ready for Final Payment in accordance with Paragraph 15.06 of the General Conditions of the Agreement within four hundred twenty-two (422) calendar days from the date designated in this Notice ("Final Completion Date").

Should you have any questions or require additional information, please do not hesitate to call. If none, please acknowledge your receipt of this Notice by signing the Acceptance attached hereto and returning to me at your earliest convenience.

Sincerely,

P.E.

District Engineer

cc:

Lauren Gentry – District Counsel Jill Burns – District Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED for the Crosswinds East Community Development District Phase 1A Construction Project, with a Commencement Date of February 12, 2024, is hereby acknowledged:

OWNER:

Date:

CONTRACTOR:

Title:

2024

CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT

By: Name: Warren K. Heathi

THE KEARNEY COMPANIES, LLC, a Florida limited liability company

By:

BiPE Name:

Chair Title: February

Date: , 2024 IZ

Dewberry

SECTION B

INSTR # 2024039876 BK 13012 Pgs 1554-1566 PG(s)13 02/20/2024 02:13:03 PM STACY M. BUTTERFIELD, CLERK OF COURT POLK COUNTY RECORDING FEES 112.00

Upon recording, please return to: Roy Van Wyk, Esq. Kilinski | Van Wyk PLLC 517 E. College Avenue Tallahassee, Florida 32301

NOTICE OF COMMENCEMENT

Permit Nos. _____ Parcel I.D. No.: Legal Description Attached.

STATE OF FLORIDA COUNTY OF POLK

THE UNDERSIGNED hereby gives notice that improvements will be made to certain real property in Polk County, Florida. The following information is provided in this Notice of Commencement.

- 1. Description of property (legal description of property and address if available): <u>That property identified at Exhibit A.</u>
- 2. General description of improvements: including <u>stormwater management</u>, <u>utilities</u>, <u>offsite</u> <u>roadway improvements</u>, and mass grading for Phase 1A.
- 3. Owner information

a) Name and address: Crosswinds East Community Development District

c/o Governmental Management Services, LLC

219 E. Livingston St. Orlando, FL 32801

b) Interest in property: <u>Easement</u> c) Name and address of fee simple titleholder (if other than owner): <u>GLK Real Estate</u>, LLC, 346 East Central Ave., Winter Haven, Florida 33880

- 4. Contractor (name and address): <u>The Kearney Companies, LLC, 9625 West Kearney Way,</u> <u>Riverview, Florida 33578.</u>
- 5. Surety

 a) Name and address: NGM Insurance Company 4601 Touchton Road East, Suite 3400 Jacksonville, Florida 32246
 b) Amount of bond: \$15,324,629.97
- 6. Lender (name and address): N/A
- 7. Person within the State of Florida designated by owner upon whom notices or other documents may be served.

Livingston St., Orlando, FL 32801

- 8. In addition, owner designates the following individual to receive a copy of any notices: N/A
- 9. Expiration date of notice of commencement <u>N/A</u> (the expiration date is one year from the date of recording unless a different date is specified).
- <u>10.</u> At the time of this recording, there is no performance or payment bond to look towards in the event of default. Additionally, the Kearney Companies, LLC, its suppliers, and subcontractors will have no lien rights under Chapter 713, Florida Statutes.

The foregoing information and execution of this notice is being provided solely for the purpose of providing notice. The Owner of the property is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), Florida Statutes.

Attest:

istant Secretary

CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT

Chairman, Board of Su isors

STATE OF FLORIDA COUNTY OF

The foregoing instrument was acknowledged before me by means of Caphysical presence or online notarization this day of February 2024, by Warren K. ("Rennie") Heath II, as Chairman of the Board of Supervisors of the Crosswinds East Community Development District, who is \mathbf{Q} personally known to me or \Box produced identification. as

(Official Notary Signature & Seal)

Print Name: Notary Public, State of Florida

EXHIBIT A: Legal Description of Site EXHIBIT B: Performance and Payment Bonds

Notary Public State of Florida

Bobbie Henley My Commission HH 191373

Exp. 2/17/2026

EXHIBIT A:

CROSSWINDS EAST PHASE 1A

Crosswinds East Phase 1A Parcels:

ADDRESS: 0 CARL BOOZER RD HAINES CITY, FL 33844

PARCEL 272723-000000-031002 (PER OR BK 11906 PGS 1077) THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS RIGHT OF WAY FOR CARL BOOZER ROAD.

ADDRESS: 0 CARL BOOZER RD HAINES CITY, FL 33844

PARCEL 272723-000000-031001 (PER OR BK 11905 PGS 2263-2267) THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

ADDRESS: 0 BAKER DAIRY RD HAINES CITY, FL 33844

PARCEL 272723-000000-032004 - (PER OR BK 11880 PGS 386) THE WEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT THE MAINTAINED RIGHT OF WAY FOR BAKER DAIRY ROAD.

ADDRESS: 0 BAKER DAIRY RD HAINES CITY, FL 33844

PARCEL 272723-000000-032003 (PER OR BK 11906 PGS 844) THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS BAKER DAIRY ROAD RIGHT OF WAY.

ADDRESS: 0 BAKER DAIRY RD HAINES CITY, FL 33844 **PARCEL 272723-000000-032002** (PER OR BK 11905 PGS 1077) THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS BAKER DAIRY ROAD RIGHT OF WAY.

ADDRESS: 0 BAKER DAIRY RD HAINES CITY, FL 33844

PARCEL 272723-000000-032001(PER OR BK 11905 PGS 1077)

THE EAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS BAKER DAIRY ROAD RIGHT OF WAY.

EXHIBIT B

INSTR # 2024034143 BK 13005 Pgs 1020-1028 PG(s)9 02/13/2024 08:46:03 AM STACY M. BUTTERFIELD, CLERK OF COURT POLK COUNTY RECORDING FEES 78.00

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Bond Number Assigned by Surety-Bond No. 256768

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1. PERFORMANCE BOND

Contractor	Surety
Name: The Kearney Companies, LLC	Name: NGM Insurance Company
Address (principal place of business)	Address (principal place of business):
9625 West Kearney Way Riverview, Florida 33578 <u>Telephone Number: (813) 621-0855</u>	4601 Touchton Rd. East, Ste. 3400 Jacksonville, FL 32246 Telephone Number: (904)380-7282
Owner	Contract
Name Crosswinds East Community Development District	Description (nume and location).
Mailing address (principal place of business);	Crosswinds East Community Development
219 E. Livingston Street Orlando, Florida 32801	District, Phase 1A Master Improvements, Mass Grading, and Offsite Roadway Improvements, Polk County, Florida
Telephone Number. (407) 841-5524	Contract Price: \$15,324,629.97
	Effective Date of Contract:
Bond	<u>k</u>
Bond Amount: <u>\$15,324,629.97</u> (Contract Price Date of Bond:	
Bond Amount: \$15,324,629.97 (Contract Price) Date of Bond:	
Bond Amount: <u>\$15,324,629.97</u> (Contract Price Date of Bond: <i>(Date of Bond cannot be corrier than Effective Date of Contract</i> Modifications to this Bond form: None See Paragraph 16 Surety and Contractor, intending to be legally be Performance Bond, do each cause this Performa agent, or representative.	r) ound hereby, subject to the terms set forth in this ance Bond to be duly executed by an authorized officer,
Bond Amount: \$15,324,629.97 (Contract Price) Date of Bond:	t) ound hereby, subject to the terms set forth in this ance Bond to be duly executed by an authorized officer, Surety
Bond Amount: <u>\$15,324,629.97</u> (Contract Price Date of Bond: <i>[Date of Bond cannot be corber than Effective Date of Contract</i> Modifications to this Bond form: None See Paragraph 16 Surety and Contractor, intending to be legally be Performance Bond, do each cause this Performat agent, or representative. Contractor as Principal The Kearney Companies, LLC (Full formal name of contractor) By Signal e	t) ound hereby, subject to the terms set forth in this ance Bond to be duly executed by an authorized officer, Surety NGM Insurance Company (Full formal name of Surety) (corporate seal) By: (Signature)(Attach Power of Attorney) Name: Mark D. Pichowski
Bond Amount: <u>\$15,324,629.97</u> (Contract Price Date of Bond: <i>[Date of Bond cannot be corker than Effective Date of Contract</i> Modifications to this Bond form: None See Paragraph 16 Surety and Contractor, intending to be legally be Performance Bond, do each cause this Performata agent, or representative. Contractor as Principal The Kearney Companies, LLC (Full formations of contractor) By	t) ound hereby, subject to the terms set forth in this ance Bond to be duly executed by an authorized officer, Surety NGM Insurance Company (Full formal name of Surety) (corporate segit) By: (Signature)(Attach Power of Attorney)
Bond Amount: <u>\$15,324,629.97</u> (Contract Price Date of Bond: <i>Date of Bond cannot be corrier than Effective Date of Contract</i> Modifications to this Bond form: None See Paragraph 16 Surety and Contractor, intending to be legally be Performance Bond, do each cause this Performa agent, or representative. Contractor as Principal The Kearney Companies, LLC (Full formal name of contractor) By	t) ound hereby, subject to the terms set forth in this ance Bond to be duly executed by an authorized officer, Surety NGM Insurance Company (Full formal name of Surety) (corporate segil)? By: (Signature)(Attach Power of Attorney) Name: Mark D. Pichowski (Printed or typed)
Bond Amount: <u>\$15,324,629.97</u> (Contract Price Date of Bond: (Date of Bond cannot be corner than Effective Date of Contract Modifications to this Bond form: In None See Paragraph 16 Surety and Contractor, intending to be legally be Performance Bond, do each cause this Performa agent, or representative. Contractor as Principal The Kearney Companies, LLC (Full fermit tame of contractor) By (Signature) Name, (Printed or typed) Title: Attest	t) ound hereby, subject to the terms set forth in this once Bond to be duly executed by an authorized officer, Surety NGM Insurance Company (Full formal name of Surety) (corporate seal) By: (Signature)(Attach Power of Attorney) Name: Mark D. Pichowski (Printed or typed) Title: Attorney-in-Fact Attest: Mawama

- The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
- 4. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 4.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 4.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 4.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 5. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 6. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 6.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 6.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 6.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 6.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 7. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 8. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 8.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 8.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 8.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 9. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 10. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 12. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 13. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

- 15. Definitions
 - 15.1. Balance of the Contract Price—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 15.2. Construction Contract—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 15.3. Contractor Default—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 15.4. Owner Default—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 15.5. Contract Documents—All the documents that comprise the agreement between the Owner and Contractor.
- 16. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 17. Modifications to this Bond are as follows: <u>This Bond is hereby amended so that the provisions and</u> <u>limitations of Section 255.05, including without limitation subsection (6) and the notice and time</u> <u>limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes,</u> <u>whichever are applicable, are incorporated by reference herein.</u>

EJCDC[®] C-610, Performance Bond.

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Page 4 of 4

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Contractor	Surety
Name: The Kearney Companies, LLC	Name [,] NGM Insurance Company
Address (principal place of business)	Address (principal place of business):
9625 Wes Kearney Way	4601 Touchton Rd. East, Ste. 3400
Riverview, Florida 33578	Jacksonville, FL 32246
	Telephone Number: (904)380-7282
Telephone Number: (813) 621-0855	
Owner	Contract
Crosswinds East Community	
Name. Development District	Description (name and location):
Mailing address (principal place of business):	Crosswinds East Community Development Distri
219 E. Livingston Street	Phase 1A Master Improvements, Mass Grading,
Orlando, Florida 32801	and Offsite Roadway Improvements, Polk Count Florida
Telephone Number: (407) 841-5524	Contract Price: \$15,324,629.97
	Effective Date of Contract:
David	
Bond Bond Amount <u>\$15,324,629.97</u> (Contract Price) Date of Bond:	
Bond Amount \$15,324,629.97 (Contract Price) Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contra Modifications to this Bond form:	act)
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Bond Amount \$15,324,629.97 (Contract Price) Date of Bond:	pound hereby, subject to the terms set forth in this
Bond Amount \$15,324,629.97 (Contract Price) Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contra Modifications to this Bond form: ☐ None ऄ See Paragraph 18 Surety and Contractor, intending to be legally to Payment Bond, do each cause this Payment Bo	pound hereby, subject to the terms set forth in this and to be duly executed by an authorized officer, agent, Surety
Bond Amount \$15,324,629.97 (Contract Price) Date of Bond:	pound hereby, subject to the terms set forth in this and to be duly executed by an authorized officer, agent, Surety NGM Insurance Company
Bond Amount \$15,324,629.97 (Contract Price) Date of Bond:	pound hereby, subject to the terms set forth in this and to be duly executed by an authorized officer, agent, Surety
Bond Amount \$15,324,629.97 (Contract Price) Date of Bond:	bound hereby, subject to the terms set forth in this and to be duly executed by an authorized officer, agent, Surety NGM Insurance Company (Full formal name of Superf (conjointe seal) By:
Bond Amount <u>\$15,324,629.97</u> (Contract Price) Date of Bond: (Date of Bond cannot be earlier than Effective Date of Control Modifications to this Bond form: <u>U</u> None <u>See Paragraph 18</u> Surety and Contractor, intending to be legally be Payment Bond, do each cause this Payment Bond, do each cause this Payment Bond representative Contractor as Principal The Kearney Companies, LLC (Full formal name of Contractor)	bound hereby, subject to the terms set forth in this and to be duly executed by an authorized officer, agent, Surety NGM Insurance Company (Full formal name of Surety) (corbotate seal) By: (Signature)(Attach Power of Attorney)
Bond Amount <u>\$15,324,629.97</u> (Contract Price) Date of Bond: (Date of Bond cannot be earlier than Effective Date of Control Modifications to this Bond form: <u>U</u> None <u>See Paragraph 18</u> Surety and Contractor, intending to be legally be Payment Bond, do each cause this Payment Bond, do each cause this Payment Bond representative Contractor as Principal The Kearney Companies, LLC (Full formal name of Contractor)	bound hereby, subject to the terms set forth in this and to be duly executed by an authorized officer, agent, Surety NGM Insurance Company (Full formal name of Surety) (convolute seal) By: (Signature)(Attach Power of Attorney) Name: Mark D. Pichowski
Bond Amount \$15,324,629.97 (Contract Price) Date of Bond:	Surety NGM Insurance Company (Full formal name of Surety Company (Full formal name of Surety Company (Sugnature)(Attach Power of Attainey) Name: Mark D. Pichowski (Printed or typed)
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PAYMENT BOND

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- 18. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 19. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 20. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
- 21. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
- 22. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 22.1. Claimants who do not have a direct contract with the Contractor
 - 122..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 122..2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 22.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
- 23. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
- 24. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 24.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 24.2. Pay or arrange for payment of any undisputed amounts.
 - 24.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

- 25. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
- 26. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 27. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
- 28. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 29. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 30. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
- 31. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
- 32. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 33. Definitions
 - 33.1. Claim—A written statement by the Claimant including at a minimum:
 - 133..1. The name of the Claimant;
 - 133..2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 133..3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 133..4. A brief description of the labor, materials, or equipment furnished;

- 133..5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 133..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 133..7. The total amount of previous payments received by the Claimant; and
- 133..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 33.2. Claimant—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 33.3. Construction Contract—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 33.4. Owner Default—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 33.5. Contract Documents—All the documents that comprise the agreement between the Owner and Contractor.
- 34. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 35. Modifications to this Bond are as follows: <u>This Bond is hereby amended so that the provisions and limitations of Section 255.05</u>, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.

IV



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint Mark Pichowski, Todd George ------

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Million Dollars (\$20,000,000)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

Lauren K. Powell Assistant Secretary



State of Wisconsin, County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August,

2023.

NOTARY

I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this

dav of

ndrew (

Andrew Rose, Vice President

 WARNING- Any unauthorized reproduction or alteration of this document is prohibited TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281
 TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

2024

SECTION C

INSTR # 2024034143 BK 13005 Pgs 1020-1028 PG(s)9 02/13/2024 08:46:03 AM STACY M. BUTTERFIELD, CLERK OF COURT POLK COUNTY RECORDING FEES 78.00

I.G

Bond Number Assigned by Surety-Bond No. 256768

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1. PERFORMANCE BOND

Contractor	Surety
Name: The Kearney Companies, LLC	Name: NGM Insurance Company
Address (principal place of business)	Address (principal place of business):
9625 West Kearney Way Riverview, Florida 33578	4601 Touchton Rd. East, Ste. 3400 Jacksonville, FL 32246 Telephone Number: (904)380-7282
<u>Telephone Number: (813) 621-0855</u>	
Owner	Contract
Name Crosswinds East Community Development District	Description (name and location).
Mailing address (principal place of business);	Crosswinds East Community Development
219 E. Livingston Street Orlando, Florida 32801	District, Phase 1A Master Improvements, Mass Grading, and Offsite Roadway Improvements, Bolk County, Elocida
Telephone Number. (407) 841-5524	Polk County, Florida Contract Price: \$15,324,629.97
	Effective Date of Contract:
Bond Amount: <u>\$15,324,629.97</u> (Contract Price) Date of Bond: (Date of Bond cannot be carker than Effective Date of Contract)	
Date of Bond: <i>(Date of Bond cannot be carlier than Effective Date of Contract)</i> Modifications to this Bond form: □ None S See Paragraph 16 Surety and Contractor, intending to be legally boun Performance Bond, do each cause this Performance	
Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: □ None 🖾 See Paragraph 16 Surety and Contractor, intending to be legally bour Performance Bond, do each cause this Performance agent, or representative.	nd hereby, subject to the terms set forth in this e Bond to be duly executed by an authorized officer,
Date of Bond: (Date of Bond cannot be carlier than Effective Date of Contract) Modifications to this Bond form: □ None S See Paragraph 16 Surety and Contractor, intending to be legally bour Performance Bond, do each cause this Performance agent, or representative. Contractor as Principal	nd hereby, subject to the terms set forth in this se Bond to be duly executed by an authorized officer, Surety
Date of Bond: (Date of Bond cannot be carlier than Effective Date of Contract) Modifications to this Bond form: □ None S See Paragraph 16 Surety and Contractor, intending to be legally bour Performance Bond, do each cause this Performance agent, or representative. Contractor as Principal The Kearney Companies, LLC	nd hereby, subject to the terms set forth in this se Bond to be duly executed by an authorized officer, Surety NGM Insurance Company
Date of Bond: (Date of Bond cannot be carlier than Effective Date of Contract) Modifications to this Bond form: □ None S See Paragraph 16 Surety and Contractor, intending to be legally bour Performance Bond, do each cause this Performance agent, or representative. Contractor as Principal	nd hereby, subject to the terms set forth in this se Bond to be duly executed by an authorized officer, Surety NGM Insurance Company (Full formal name of Surety) (corporate seal)? By:
Date of Bond: (Date of Bond cannot be carlier than Effective Date of Contract) Modifications to this Bond form: None See Paragraph 16 Surety and Contractor, intending to be legally bour Performance Bond, do each cause this Performance agent, or representative. Contractor as Principal The Kearney Companies, LLC (Full format name of contractor) By Signature) Name	nd hereby, subject to the terms set forth in this se Bond to be duly executed by an authorized officer, Surety NGM Insurance Company (Full formal name of Surety) (corporate segil) ⁻ By: (Signature)(Attach Power of Attorney) Name: Mark D. Pichowski
Date of Bond: (Date of Bond cannot be carker than Effective Date of Contract) Modifications to this Bond form: None See Paragraph 16 Surety and Contractor, intending to be legally bour Performance Bond, do each cause this Performance agent, or representative. Contractor as Principal The Kearney Companies, LLC (Full formal name of contractor) By Signature	nd hereby, subject to the terms set forth in this see Bond to be duly executed by an authorized officer, Surety NGM Insurance Company (Full formal name of Surety) (corporate seal) By: (Signature)(Attach Power of Attorney)
Date of Bond: (Date of Bond cannot be carlier than Effective Date of Contract) Modifications to this Bond form: None See Paragraph 16 Surety and Contractor, intending to be legally bour Performance Bond, do each cause this Performance agent, or representative. Contractor as Principal The Kearney Companies, LLC (Full formal name of contractor) By Signature: (Printed or typed)	nd hereby, subject to the terms set forth in this the Bond to be duly executed by an authorized officer, Surety NGM Insurance Company (Full formal name of Surety) (corporate seal) By: (Signature)(Attach Power of Attorney) Name: Mark D. Pichowski (Printed or typed)
Date of Bond: (Date of Bond cannot be carher than Effective Date of Contract) Modifications to this Bond form: None See Paragraph 16 Surety and Contractor, intending to be legally bour Performance Bond, do each cause this Performance agent, or representative. Contractor as Principal The Kearney Companies, LLC (Full formationame of contractor) By Signature: (Printed or typed) Title: Page 1, 2000, 2	nd hereby, subject to the terms set forth in this the Bond to be duly executed by an authorized officer, Surety NGM Insurance Company (Full formal name of Surety) (corporate seal) By: (Signature)(Attach Power of Attorney) Name: Mark D. Pichowski (Printed or typed) Title: Attorney-in-Fact Attest:

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Page 1 of 4

- 2. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 3. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
- 4. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 4.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 4.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 4.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 5. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 6. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 6.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 6.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 6.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 6.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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Bond Number Assigned by Surety: [Bond Number] - 256768

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 7. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 8. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 8.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 8.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 8.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 9. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 10. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 12. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 13. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

- 15. Definitions
 - 15.1. Balance of the Contract Price—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 15.2. Construction Contract—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 15.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 15.4. Owner Default—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 15.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 16. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 17. Modifications to this Bond are as follows: <u>This Bond is hereby amended so that the provisions and</u> <u>limitations of Section 255.05, including without limitation subsection (6) and the notice and time</u> <u>limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes,</u> <u>whichever are applicable, are incorporated by reference herein.</u>

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Contractor	Surety
	1 .
Name: The Kearney Companies, LLC	Name [,] NGM Insurance Company
Address (principal place of business)	Address (principal place of husiness):
9625 Wes Kearney Way	4601 Touchton Rd. East, Ste. 3400
Riverview, Florida 33578	Jacksonville, FL 32246
	Telephone Number: (904)380-7282
Telephone Number: (813) 621-0855	
Owner	Contract
Crosswinds East Community	
Name. Development District	Description (name and location):
Mailing address (principal place of business):	Crosswinds East Community Development District,
219 E. Livingston Street	Phase 1A Master Improvements, Mass Grading,
Orlando, Florida 32801	and Offsite Roadway Improvements, Polk County, Florida
Telephone Number: (407) 841-5524	Contract Price: \$15,324,629.97
	Effective Date of Contract:
Bond	
Bond Amount <u>\$15,324,629.97</u> (Contract Price) Date of Bond:	
(Date of Bond cannot be earlier than Effective Date of Contract)	
Modifications to this Bond form:	
UNone See Paragraph 18 Surety and Contractor, intending to be legally bour	nd hereby, subject to the terms set forth in this
	to be duly executed by an authorized officer, agent, or
representative	
Contractor as Principal	Surety ,
The Kearney Companies, LLC	NGM Insurance Company
(Full formal name of Contractor)	(Full formal name of Surary) (corporate seal)
By: 1 King Di	Βγ:
Cisnindurey	(Signature)(Attach Power of Attorney)
Name KYAN GIFE	Name: Mark D. Pichowski
(Pfinted or typed)	(Printed or typed)
Title CFO	Title Attorney-in-Fact
Attest: Vaite WUD	Attest: Housall
(Signature	Karen Baker (signature) Assistant
Notes (1) Provide supplemental execution by any additional p Contractor, Surety, Owner, or other party is considered plural	
conclusion, butery, owner, or other purry is considered planti	······································

PAYMENT BOND

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- 18. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 19. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 20. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
- 21. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
- 22. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 22.1. Claimants who do not have a direct contract with the Contractor
 - 122..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 122..2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 22.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
- 23. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
- 24. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 24.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 24.2. Pay or arrange for payment of any undisputed amounts.
 - 24.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

- 25. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
- 26. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 27. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
- 28. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 29. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 30. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
- 31. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
- 32. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 33. Definitions
 - 33.1. Claim—A written statement by the Claimant including at a minimum:
 - 133..1. The name of the Claimant;
 - The name of the person for whom the labor was done, or materials or equipment furnished;
 - 133..3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 133..4. A brief description of the labor, materials, or equipment furnished;

- 133..5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 133..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 133..7. The total amount of previous payments received by the Claimant; and
- 133..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 33.2. Claimant—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 33.3. Construction Contract—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 33.4. Owner Default—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 33.5. Contract Documents—All the documents that comprise the agreement between the Owner and Contractor.
- 34. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 35. Modifications to this Bond are as follows: <u>This Bond is hereby amended so that the provisions and</u> <u>limitations of Section 255.05</u>, including without limitation subsection (6) and the notice and time <u>limitation provisions in subsections (2) and (10)</u>, or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. '

does hereby make, constitute and appoint Mark Pichowski, Todd George ------

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Million Dollars (\$20,000,000)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

Lauren K. Powell Assistant Secretary



State of Wisconsin, County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and gualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company: that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August,

2023.

HOTARY

I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 2024

_day of

ndrew (F

Andrew Rose, Vice President

WARNING: Any unauthorized reproduction or alteration of this document is prohibited TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281 TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

SECTION X

SECTION C

SECTION 1

Crosswinds East Community Development District

Summary of Checks

January 16, 2024 to February 16, 2024

Bank	Date	Check No.'s		Amount		
General Fund						
General Fullu	1 /22 /24	70	¢	220.02		
	1/23/24	70	\$	320.93		
	2/6/23	71-78	\$	20,239.37		
	2/16/24	79-81	\$	13,789.79		
			\$	34,350.09		

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER *** CHECK DATES 01/16/2024 - 02/16/2024 *** CROSSWINDS EAST GENERAL FUND BANK A GENERAL FUND	RUN 2/21/24	PAGE 1
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME STATUS DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	AMOUNT	CHECK AMOUNT #
1/23/24 00014 12/31/23 00061333 202312 310-51300-48000 *	320.93	
NOT OF BOS MEETING GANNETT MEDIA CORP DBA		320.93 000070
2/06/24 00005 12/20/23 CC122020 202312 310-51300-11000 *	200.00	
SUPERVISOR FEES-12/20/23 1/24/24 CC012420 202401 310-51300-11000 *	200.00	
SUPERVISOR FEES-01/24/24 CHARLES CAVARETTA		400.00 000071
2/06/24 00004 12/20/23 DA122020 202312 310-51300-11000 *	200.00	
SUPERVISOR FEES-12/20/23 1/24/24 DA012420 202401 310-51300-11000 *	200.00	
SUPERVISOR FEES-01/24/24 DANIEL ARNETTE		400.00 000072
2/06/24 00011 11/09/23 2360680 202310 310-51300-49100 *	1,100.00	
BOUNDARY AMENDMENT-OCT23 1/17/24 2385304 202312 310-51300-31100 *	7,320.00	
ENGINEERING SVCS-DEC23 DEWBERRY ENGINEERS, INC.		8,420.00 000073
2/06/24 00001 1/01/24 19 202401 310-51300-34000 *	3,125.00	
MANAGEMENT FEES-JAN24 1/01/24 19 202401 310-51300-35200 *	100.00	
WEBSITE MANAGEMENT-JAN24 1/01/24 19 202401 310-51300-35100 *	150.00	
INFORMATION TECH-JAN24 1/01/24 19 202401 310-51300-51000 *	.72	
OFFICE SUPPLIES 1/01/24 19 202401 310-51300-42000 *	36.65	
POSTAGE GOVERNMENTAL MANAGEMENT SERVICES		3,412.37 000074
2/06/24 00008 12/20/23 JP122020 202312 310-51300-11000 *	200.00	
SUPERVISOR FEES-12/20/23 1/24/24 JP012420 202401 310-51300-11000 *	200.00	
SUPERVISOR FEES-01/24/24 JESSICA PETRUCCI		400.00 000075
2/06/24 00013 12/15/23 8140 202311 310-51300-31500 *	439.50	
ATTORNEY SVCS-NOV23 1/12/24 8499 202312 310-51300-31500 *	6,167.50	
ATTORNEY SVCS-DEC23 KILINSKI / VAN WYK, PLLC		6,607.00 000076

CRSW CROSSWINDS EAS AGUZMAN

AP300R *** CHECK DATES	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUT 01/16/2024 - 02/16/2024 *** CROSSWINDS EAST GENERAL FUND BANK A GENERAL FUND	TER CHECK REGISTER	RUN 2/21/24	PAGE 2
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
2/06/24 00006	18/20/25 10122020 202512 510 51500 11000	*	200.00	
	SUPERVISOR FEES-12/20/23 1/24/24 LS012420 202401 310-51300-11000 SUPERVISOR FEES-01/24/24	*	200.00	
	LAUREN SCHWENK			400.00 000077
2/06/24 00007	12/20/23 RH122020 202312 310-51300-11000 SUPERVISOR FEES-12/20/23	*	200.00	
	RENNIE HEATH			200.00 000078
2/16/24 00011	12/15/23 2373153 202311 310-51300-49100	*	1,540.00	
	BOUNDARY AMENDMENT-NOV23 2/12/24 2396966 202401 310-51300-31100 ENGINEERING SVCS-JAN24	*	572.50	
	DEWBERRY ENGINEERS, INC.			2,112.50 000079
2/16/24 00001	2/01/24 20 202402 310-51300-34000	*	3,125.00	
	MANAGEMENT FEES-FEB24 2/01/24 20 202402 310-51300-35200	*	100.00	
	WEBSITE MANAGEMENT-FEB24 2/01/24 20 202402 310-51300-35100	*	150.00	
	INFORMATION TECH-FEB24 2/01/24 20 202402 310-51300-51000	*	2.80	
	OFFICE SUPPLIES 2/01/24 20 202402 310-51300-42000	*	6.40	
	POSTAGE GOVERNMENTAL MANAGEMENT SERVI	ICES		3,384.20 000080
2/16/24 00013	2/09/24 8598 202401 310-51300-31500	*	8,293.09	
	ATTORNEY SVCS-JAN24 KILINSKI / VAN WYK, PLLC			8,293.09 000081
		BANK A		
	TOTAL FOR	REGISTER	34,350.09	
			-	

CRSW CROSSWINDS EAS AGUZMAN

SECTION 2

Community Development District

Unaudited Financial Reporting

January 31, 2024



Table of Contents

1	Balance Sheet
2	General Fund
3	Month to Month

Community Development District

Combined Balance Sheet

January 31, 2024

	C	General Fund
Assets:		
<u>Cash:</u>		
Operating Account	\$	26,134
Due from Developer	\$	1,540
Total Assets	\$	27,674
Liabilities:		
Accounts Payable	\$	30,645
Total Liabilites	\$	30,645
Fund Balance:		
Unassigned	\$	(2,971)
Total Fund Balances	\$	(2,971)
Total Liabilities & Fund Balance	\$	27,674

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2024

		Adopted		Prorated Budget		Actual			
		Budget	Thru 01/31/24		Thru	u 01/31/24	Variance		
Revenues:									
	¢		¢		¢	2 (4 0	¢	2 (4 0	
Boundary Amendment Contributions Developer Contributions	\$ \$	- 383,770	\$ \$	- 40,000	\$ \$	2,640 40,000	\$ \$	2,640	
	φ	303,770	φ	40,000	φ	40,000	φ	-	
Total Revenues	\$	383,770	\$	40,000	\$	42,640	\$	2,640	
Expenditures:									
<u>General & Administrative:</u>									
Supervisor Fees	\$	12,000	\$	4,000	\$	2,800	\$	1,200	
Engineering	\$	15,000	\$	5,000	\$	12,468	\$	(7,468)	
Attorney	\$	25,000	\$	8,333	\$	15,855	\$	(7,522)	
Annual Audit	\$	4,000	\$	-	\$	-	\$	-	
Assessment Administration	\$	5,000	\$	-	\$	-	\$	-	
Arbitrage	\$	450	\$	-	\$	-	\$	-	
Dissemination	\$	5,000	\$	-	\$	-	\$	-	
Trustee Fees	\$	4,020	\$	-	\$	-	\$	-	
Management Fees	\$	37,500	\$	12,500	\$	12,500	\$	-	
Information Technology	\$	1,800	\$	600	\$	600	\$	-	
Website Maintenance	\$	1,200	\$	400	\$	400	\$	-	
Postage & Delivery	\$	1,000	\$	333	\$	69	\$	264	
Insurance	\$	5,500	\$	5,500	\$	5,200	\$	300	
Copies	\$	1,000	\$	333	\$	-	\$	333	
Legal Advertising	\$	10,000	\$	3,333	\$	1,518	\$	1,815	
Boundary Amendment Expenses	\$	-	\$	-	\$	2,640	\$	(2,640)	
Other Current Charges	\$	4,500	\$	1,500	\$	153	\$	1,347	
Office Supplies	\$	625	\$	208	\$	7	\$	202	
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	175	\$	-	
Total General & Administrative	\$	133,770	\$	42,217	\$	54,385	\$	(12,168)	
<u>Operations & Maintenance</u>									
Playground & Furniture Lease	\$	50,000	\$	16,667	\$	-	\$	16,667	
Field Contingency	\$	200,000	\$	66,667	\$	-	\$	66,667	
Total Operations & Maintenance	\$	250,000	\$	83,333	\$	-	\$	83,333	
Total Expenditures	\$	383,770	\$	125,550	\$	54,385	\$	71,165	
Excess (Deficiency) of Revenues over Expenditures	s \$	-			\$	(11,745)			
Fund Balance - Beginning	\$	-			\$	8,774			
Fund Balance - Ending	\$	-			\$	(2,971)			

Community Development District Month to Month

	_	Oct	Nov	Dec	Jan	Feb	March	April	Мау	June	July	Aug	Sept	Total
Revenues:														
Boundary Amendment Contributions	\$	- \$	- \$	1,100 \$	1,540 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,640
Developer Contributions	\$	20,000 \$	- \$	20,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	40,000
Total Revenues	\$	20,000 \$	- \$	21,100 \$	1,540 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	42,640
Expenditures:														
<u>General & Administrative:</u>														
Supervisor Fees	\$	1,000 \$	- \$	1,000 \$	800 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,800
Engineering	\$	2,135 \$	2,440 \$	7,320 \$	573 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	12,468
Attorney	\$	955 \$	440 \$	6,168 \$	8,293 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	15,855
Annual Audit	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Assessment Administration	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Arbitrage	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Dissemination	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Trustee Fees	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Management Fees	\$	3,125 \$	3,125 \$	3,125 \$	3,125 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	12,500
Information Technology	\$	150 \$	150 \$	150 \$	150 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	600
Website Maintenance	\$	100 \$	100 \$	100 \$	100 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	400
Postage & Delivery	\$	1 \$	26 \$	5 \$	37 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	69
Insurance	\$	5,200 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,200
Copies	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Legal Advertising	\$	872 \$	326 \$	321 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,518
Boundary Amendment Expenses	\$	1,100 \$	1,540 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,640
Other Current Charges	\$	38 \$	38 \$	38 \$	38 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	153
Office Supplies	\$	3 \$	3 \$	0 \$	1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	7
Dues, Licenses & Subscriptions	\$	175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative	\$	14,854 \$	8,188 \$	18,227 \$	13,116 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	54,385
Operations & Maintenance														
Playground & Furniture Lease	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Field Contingency	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Operations & Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
	¥	Ģ	3	¢.	ų.	Ŷ	پ ب	Ŷ	Ψ	Ŷ	Ŷ	¥	Ş	
Total Expenditures	\$	14,854 \$	8,188 \$	18,227 \$	13,116 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	54,385
Excess (Deficiency) of Revenues over Expenditure	s \$	5,146 \$	(8,188) \$	2,873 \$	(11,576) \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	(11,745)