

*Peace Creek
Community Development District*

Meeting Agenda

August 23, 2022

AGENDA

Peace Creek

Community Development District

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

August 16, 2022

Board of Supervisors
Peace Creek
Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the **Peace Creek Community Development District** will be held on **Tuesday, August 23, 2022**, at **9:30 AM** at the **Lake Alfred Public Library, 245 N Seminole Ave, Lake Alfred, FL 33850**.

Zoom Video Link: <https://us06web.zoom.us/j/82051342323>

Zoom Call-In Number: 1-646-876-9923

Meeting ID: 820 5134 2323

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 June 28, 2022 Board of Supervisors Meeting
4. Public Hearings
 - A. Public Hearing on the Adoption of the Fiscal Year 2022/2023 Budget (Continued from May 24, 2022 Board of Supervisors Meeting)
 - i. Consideration of Resolution 2022-43 Adopting the District's Fiscal Year 2022/2023 Budget and Appropriating Funds
 - ii. Consideration of Fiscal Year 2022/2023 Developer Funding Agreement with Lennar Homes, LLC—**ADDED**
 - iii. Consideration of Fiscal Year 2022/2023 Developer Funding Agreement with 653th, LLC—**ADDED**
 - B. Public Hearing on the Imposition of Special Assessments on Boundary Amendment Parcels
 - i. Presentation of Amended and Restated Engineer's Report
 - ii. Presentation of Amended and Restated Master Assessment Methodology

¹ Comments will be limited to three (3) minutes

- iii. Consideration of Resolution 2022-44 Levying Special Assessments
 - C. Public Hearing on the District's Use of the Uniform Method of Levying, Collection, & Enforcement of Non-Ad Valorem Assessments on Boundary Amendment Parcels
 - i. Consideration of Resolution 2022-45 Expressing the District's Intent to Utilize the Uniform Method of Collection
- 5. Consideration of Resolution 2022-46 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2023
- 6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Ratification of FY 2022 Funding Request #2
 - ii. Approval of FY 2022 Funding Request #3
 - iii. Balance Sheet & Income Statement
- 7. Other Business
- 8. Supervisors Requests and Audience Comments
- 9. Adjournment

MINUTES

**MINUTES OF MEETING
PEACE CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Peace Creek Community Development District was held on Tuesday, **June 28, 2022** at 9:30 a.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida.

Present and constituting a quorum were:

Adam Morgan	Chairman
Rob Bonin <i>via Zoom</i>	Vice Chairman
Steve Greene	Assistant Secretary
Carrie Mitchell	Assistant Secretary
Jamie Furukawa	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Jennifer Kilinski	KE Law Group
Bryan Hunter <i>via Zoom</i>	Hunter Engineering
Grace Kobitter	KE Law Group

The following is a summary of the discussions and actions taken at the June 28, 2022 Peace Creek Community Development District's regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order at 9:30 a.m. Four Supervisors were present constituting a quorum and one Supervisor joined via Zoom.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no public members present to provide comments.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the May 24, 2022
Board of Supervisors Meeting**

Ms. Burns asked for any questions, comments, or corrections to the May 24, 2022 Board of Supervisor's meeting minutes. The Board had no changes to the minutes.

On MOTION by Mr. Morgan, seconded by Ms. Mitchell, with all in favor, the Minutes of the May 24, 2022 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2022-41 Declaring Special Assessments on Boundary Amendment Parcels and Setting a Public Hearing on the Imposition of Special Assessments on Boundary Amendment Parcels

Ms. Burns stated that the assessment process is beginning for the Boundary Amendment. She also stated that there would be a public hearing on August 23, 2022 at 9:30 a.m. at their current location.

On MOTION by Mr. Morgan, seconded by Mr. Greene, with all in favor, Resolution 2022-41 Declaring Special Assessments on Boundary Amendment Parcels and Setting a Public Hearing on the Imposition of Special Assessments on Boundary Amendment Parcels for August 23, 2022 at 9:30 a.m., was approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2022-42 Setting a Public Hearing Expressing the District’s Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments on Boundary Amendment Parcels

Ms. Burns presented the resolution and suggested making the public hearing date August 23, 2022 at 9:30 a.m. at their current location.

On MOTION by Mr. Morgan, seconded by Ms. Mitchell, with all in favor, Resolution 2022-42 Setting a Public Hearing Expressing the District’s Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments on Boundary Amendment Parcels, was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

SECTION IV

SECTION A

SECTION 1

RESOLUTION 2022-43

THE ANNUAL APPROPRIATION RESOLUTION OF THE PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District was established on February 28, 2022, by the City Commission of the City of Winter Haven, Florida; and

WHEREAS, the District Manager submitted to the Board of Supervisors (“**Board**”) of the Peace Creek Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 23rd DAY OF AUGUST, 2022.

ATTEST:

**PEACE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By:_____

Its:_____

Peace Creek
Community Development District

Proposed Budget
FY2022 - FY2023



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Peace Creek
Community Development District
Proposed Budget
General Fund

Description	Proposed Budget FY2022*	Proposed Budget FY2023
<u>Revenues</u>		
Developer Contributions	\$ 75,516	\$ 282,237
Total Revenues	\$ 75,516	\$ 282,237
<u>Expenditures</u>		
<i>General & Administrative</i>		
Supervisor Fees	\$ 7,000	\$ 12,000
Engineering	\$ 8,750	\$ 15,000
Attorney	\$ 14,583	\$ 25,000
Annual Audit	\$ -	\$ 4,000
Assessment Administration	\$ -	\$ 5,000
Arbitrage	\$ -	\$ 450
Dissemination	\$ -	\$ 5,000
Trustee Fees	\$ -	\$ 3,600
Management Fees	\$ 20,417	\$ 35,000
Information Technology	\$ 1,050	\$ 1,800
Website Maintenance **	\$ 2,450	\$ 1,200
Telephone	\$ 175	\$ 300
Postage & Delivery	\$ 583	\$ 1,000
Insurance	\$ 5,000	\$ 5,000
Printing & Binding	\$ 583	\$ 1,000
Legal Advertising	\$ 10,000	\$ 10,000
Other Current Charges	\$ 4,000	\$ 5,000
Office Supplies	\$ 365	\$ 625
Travel Per Diem	\$ 385	\$ 660
Dues, Licenses & Subscriptions	\$ 175	\$ 175
Total General & Administrative:	\$ 75,516	\$ 131,810

Peace Creek
Community Development District
Proposed Budget
General Fund

Description	Proposed Budget FY2022*	Proposed Budget FY2023
<i><u>Operations & Maintenance</u></i>		
<i><u>Field Expenses:</u></i>		
Property Insurance	\$ -	\$ 12,000
Field Management	\$ -	\$ 15,000
Landscape Maintenance	\$ -	\$ 40,500
Landscape Replacement	\$ -	\$ 7,500
Streetlights	\$ -	\$ 20,000
Electric	\$ -	\$ 8,000
Water & Sewer	\$ -	\$ 12,000
Sidewalk & Asphalt Maintenance	\$ -	\$ 500
Irrigation Repairs	\$ -	\$ 2,500
General Repairs & Maintenance	\$ -	\$ 5,000
Contingency	\$ -	\$ 2,500
Total Field Expenditures:	\$ -	\$ 125,500
<i><u>Amenity Expenses:</u></i>		
Amenity - Insurance	\$ -	\$ 1,667
Amenity - Electric	\$ -	\$ 2,667
Amenity - Water	\$ -	\$ 3,333
Internet	\$ -	\$ 667
Pest Control	\$ -	\$ 160
Janitorial Service	\$ -	\$ 1,600
Security Services	\$ -	\$ 3,333
Pool Maintenance	\$ -	\$ 4,000
Amenity Repairs & Maintenance	\$ -	\$ 3,333
Amenity Access Management	\$ -	\$ 1,667
Contingency	\$ -	\$ 2,500
Total Amenity Expenditures:	\$ -	\$ 24,927
Total Operations & Maintenance:	\$ -	\$ 150,427
Total Expenditures	\$ 75,516	\$ 282,237
Excess Revenues/(Expenditures)	\$ -	\$ -

* Budget is prorated from March 2022 to September 2022.

** Budget amount includes a one-time website creation fee.

Peace Creek Community Development District General Fund Narrative

Revenues:

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

Peace Creek Community Development District General Fund Narrative

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Peace Creek Community Development District General Fund Narrative

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Services

Property Insurance

The District's property insurance coverages.

Field Management

The District has contracted with Governmental Management Services – Central Florida, LLC to provide onsite field management of contracts for the District such as landscape maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

The District has a contract with Prince & Sons, Inc. to maintain the landscaping located within the District. These services include monthly landscape maintenance such as mowing of turf areas, pruning and trimming, plant bed weed control, fertilization and irrigation inspections.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Peace Creek Community Development District General Fund Narrative

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenses

Amenity - Insurance

The District's amenity property insurance coverages.

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity - Water

Represents estimated water charges for the District's amenity facilities.

Internet

Internet service will be added for use at the Amenity Center.

Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

Janitorial Services

Represents estimated costs to provide janitorial services and supplies for the District's amenity facilities.

Security Services

**Peace Creek
Community Development District
General Fund Narrative**

Represents the estimated cost of contracting a monthly security service for the District's amenity facilities.

Pool Maintenance

Represents estimated costs of regular cleaning and treatments of the District's pool.

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

SECTION 2

PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023 FUNDING AGREEMENT

This agreement (“**Agreement**”) is made and entered into this 1st day of October 2022, by and between:

Peace Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Winter Haven, Florida (“**District**”), and

Lennar Homes, LLC, a Florida limited liability company and a landowner in the District (“**Developer**”) with an address of 6675 Westwood Boulevard, 5th Floor, Orlando, Florida 32821.

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Commission of the City of Winter Haven, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the majority of all real property within the District, described in **Exhibit A**, attached hereto and incorporated herein (“**Property**”), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023 Budget**”); and

WHEREAS, this Fiscal Year 2022/2023 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2022/2023 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property to fund the Fiscal Year 2022/2023 Budget, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments to fund the Fiscal Year 2022/2023 Budget as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

WHEREAS, Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2022/2023 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including any property owned by Developer, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Budget or otherwise. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

3. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2022/2023 Budget" in the public records of Polk County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2022/2023 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien

against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

4. **ALTERNATIVE COLLECTION METHODS.** In the event the Developer fails to make payments due to the District pursuant to this Agreement, and the District first provides Developer with written notice of the delinquency to the address identified in this Agreement and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

5. **AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

6. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

7. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

8. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

9. **THIRD-PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

10. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

13. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

14. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**Peace Creek Community
Development District**

Secretary/Assistant Secretary

By: _____
Its: _____

**Lennar Homes, LLC,
a Florida limited liability company**

Witness

By: _____
Its: _____

EXHIBIT A: Property Description
EXHIBIT B: Fiscal Year 2022/2023 Budget

Exhibit A

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 3 OF 4
COMPOSITE EXHIBIT 4**

LEGAL DESCRIPTION: WEST PHASE

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 26 EAST AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°18'43" EAST ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 69.17 FEET TO THE EAST RIGHT-OF-WAY LINE OF C.R. 653 (RATTLESNAKE ROAD) AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°18'43" EAST ALONG THE AFORESAID NORTH BOUNDARY, A DISTANCE OF 1254.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 00°44'53" EAST ALONG THE EAST BOUNDARY THEREOF A DISTANCE OF 1332.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25; THENCE NORTH 89°21'27" EAST ALONG THE NORTH BOUNDARY OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 663.70 FEET TO THE EAST BOUNDARY THEREOF; THENCE SOUTH 00°48'35" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 62.40 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 430.99 FEET; THENCE DEPARTING SAID EAST BOUNDARY AND SOUTHWESTERLY ALONG THE ARC OF THE AFORESAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 53°24'21" (CHORD = 387.35 FEET, CHORD BEARING = SOUTH 58°04'31" WEST) FOR A DISTANCE OF 401.73 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 70°24'59" WEST A DISTANCE OF 107.64 FEET; THENCE NORTH 49°28'29" WEST A DISTANCE OF 123.71 FEET; THENCE NORTH 84°51'47" WEST A DISTANCE OF 74.58 FEET; THENCE NORTH 66°17'16" WEST A DISTANCE OF 102.70 FEET; THENCE SOUTH 64°49'03" WEST A DISTANCE OF 101.47 FEET; THENCE SOUTH 44°43'44" WEST A DISTANCE OF 254.58 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 769.48 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 29°56'51" (CHORD = 397.63 FEET, CHORD BEARING = SOUTH 03°14'15" WEST) FOR A DISTANCE OF 402.19 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, SOUTH 07°17'19" EAST A DISTANCE OF 130.22 FEET; THENCE SOUTH 29°04'55" EAST A DISTANCE OF 171.82 FEET; THENCE SOUTH 26°39'14" EAST A DISTANCE OF 153.45 FEET; THENCE SOUTH 36°24'38" EAST A DISTANCE OF 328.48 FEET; THENCE SOUTH 32°50'05" EAST A DISTANCE OF 410.68 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 742.42 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 72°17'01" (CHORD = 875.74 FEET, CHORD BEARING = SOUTH 21°55'40" EAST) FOR A DISTANCE OF 936.63 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, SOUTH 56°52'16" EAST A DISTANCE OF 36.75 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED AND SET FORTH IN THAT ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2995, PAGE 1410, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 78°22'56" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.16 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING NINE (9) COURSES: 1.) SOUTH 84°13'05" WEST, 318.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2020.00 FEET; THENCE 2.) WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 05°34'42" (CHORD = 196.59, CHORD BEARING = SOUTH 87°00'26" WEST) A DISTANCE OF 196.66 FEET TO THE POINT OF TANGENCY; THENCE 3.) SOUTH 89°47'47" WEST, 688.14 FEET TO THE INTERSECTION WITH THE WEST BOUNDARY OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE 4.) NORTH 00°30'23" WEST ALONG SAID WEST BOUNDARY, AND SAID RIGHT-OF-WAY, A DISTANCE OF 5.00 FEET; THENCE 5.) SOUTH 89°47'47" WEST, 206.91 FEET; THENCE 6.) SOUTH 89°55'13" WEST, 252.45 FEET TO THE POINT OF TANGENCY WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 7.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 8.) NORTH 00°20'59" WEST, 381.06 FEET; THENCE 9.) NORTH 00°14'00" WEST, 221.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°46'36" EAST, 284.48 FEET; THENCE NORTH 00°01'03" EAST, 470.00 FEET; THENCE SOUTH 89°46'36" WEST, 275.06 FEET; THENCE SOUTH 44°47'50" WEST, 14.12 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THE SAME ALSO BEING THE EAST RIGHT-OF WAY OF C.R. 653 (RATTLESNAKE ROAD); THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY, THE FOLLOWING SEVEN (7) COURSES: 1.) THENCE NORTH 02°10'42" WEST, 135.06 FEET; THENCE 2.) NORTH 00°09'41" WEST, 790.21 FEET; THENCE 3.) NORTH 89°50'19" EAST, 5.00 FEET; THENCE 4.) NORTH 00°09'41" WEST, 35.92 FEET; THENCE 5.) NORTH 00°08'48" WEST, 785.87 FEET; THENCE 6.) NORTH 00°28'56" WEST, 171.79 FEET; THENCE 7.) NORTH 00°05'41" WEST A DISTANCE OF 799.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 119.80 ACRES, MORE OR LESS, TO THE DEDICATED RIGHTS-OF-WAY DESCRIBED AND SHOWN.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



6700 South Florida Avenue, Suite 1, Lakeland, Florida 33813
(863) 904-4699 - kthompson@platinumsurveying.com
**STATE OF FLORIDA AUTHORIZATION FOR:
SURVEYING AND MAPPING BUSINESS - LB 8135**

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"
STATE OF FLORIDA
Professional Surveyor and Mapper
Kenneth W. Thompson
License Number 4080
DATE: 04/07/2022
KENNETH W. THOMPSON P.L.S. #4080

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**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 4 OF 4
COMPOSITE EXHIBIT 4**

LEGAL DESCRIPTION: EAST PHASE

THAT PART OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE SOUTH 89°00'29" WEST ALONG THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31 A DISTANCE OF 25.00 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY OF McCLELLAND ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE SOUTH 00°29'08" EAST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 1200.51 FEET TO THE NORTHERLY RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THE AFORESAID QUIT CLAIM DEED; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING FIFTEEN (15) COURSES: 1.) NORTH 61°01'45" WEST A DISTANCE OF 130.88 FEET; THENCE 2.) NORTH 58°32'08" WEST A DISTANCE OF 91.40 FEET; THENCE 3.) NORTH 31°27'52" EAST A DISTANCE OF 5.00 FEET; THENCE 4.) NORTH 58°32'08" WEST A DISTANCE OF 128.97 FEET; THENCE 5.) NORTH 64°10'11" WEST A DISTANCE OF 92.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 59.79 FEET; THENCE 6.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 28°35'22" (CHORD = 29.53 FEET, CHORD BEARING = NORTH 78°27'52" WEST) FOR A DISTANCE OF 29.83 FEET TO THE POINT OF TANGENCY; THENCE 7.) SOUTH 87°14'27" WEST A DISTANCE OF 69.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 267.33 FEET; THENCE 8.) WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 12°41'13" (CHORD = 59.07 FEET, CHORD BEARING = SOUTH 80°53'50" WEST) FOR A DISTANCE OF 59.20 FEET TO THE POINT OF TANGENCY; THENCE 9.) SOUTH 74°33'14" WEST A DISTANCE OF 345.25 FEET; THENCE 10.) SOUTH 74°43'01" WEST A DISTANCE OF 236.80 FEET; THENCE 11.) SOUTH 75°05'30" WEST A DISTANCE OF 223.71 FEET; THENCE 12.) SOUTH 78°56'09" WEST A DISTANCE OF 126.07 FEET; THENCE 13.) SOUTH 83°25'25" WEST A DISTANCE OF 216.28 FEET; THENCE 14.) SOUTH 84°13'05" WEST A DISTANCE OF 70.12 FEET; THENCE 15.) NORTH 89°21'10" WEST A DISTANCE OF 86.93 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY AS DESCRIBED IN THAT ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2995, PAGE 1410, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 84°10'44" WEST ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 60.17 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, NORTH 16°19'58" WEST A DISTANCE OF 34.60 FEET; THENCE NORTH 05°18'29" EAST A DISTANCE OF 34.18 FEET; THENCE NORTH 07°08'50" WEST A DISTANCE OF 43.87 FEET; THENCE NORTH 24°46'49" WEST A DISTANCE OF 63.08 FEET; THENCE NORTH 17°26'05" WEST A DISTANCE OF 80.90 FEET; THENCE NORTH 12°38'52" WEST A DISTANCE OF 434.02 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 332.09 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 33°05'49" (CHORD = 189.17 FEET, CHORD BEARING = NORTH 31°46'44" EAST) FOR A DISTANCE OF 191.83 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 41°43'49" EAST A DISTANCE OF 128.37 FEET; THENCE NORTH 09°36'04" EAST A DISTANCE OF 178.12 FEET; THENCE NORTH 14°54'24" EAST A DISTANCE OF 133.53 FEET TO THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE NORTH 89°23'55" EAST ALONG SAID NORTH BOUNDARY A DISTANCE OF 460.30 FEET TO THE NORTHEAST CORNER THEREOF, THE SAME ALSO BEING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE NORTH 89°00'29" EAST ALONG THE NORTH BOUNDARY OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31 A DISTANCE OF 1309.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 48.75 ACRES, MORE OR LESS, TO THE DEDICATED RIGHTS-OF-WAY SHOWN.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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KENNETH W. THOMPSON P.L.S. #4080

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**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 2 OF 2
COMPOSITE EXHIBIT 3**

LEGAL DESCRIPTION:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 00°30'23" EAST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 9.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°30'23" EAST, ALONG THE AFORESAID EAST BOUNDARY, A DISTANCE OF 1277.80 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY AND NORTHERLY ALONG SAID RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES: THENCE 1.) SOUTH 89°47'47" WEST, 206.91 FEET; THENCE 2.) SOUTH 89°55'13" WEST, 252.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 3.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 4.) NORTH 00°20'59" WEST, 381.06 FEET; THENCE 5.) NORTH 00°14'00" WEST, 221.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°46'36" EAST, 284.48 FEET; THENCE NORTH 00°01'03" EAST, 470.00 FEET; THENCE NORTH 89°46'36" EAST, 145.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 455.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 24°14'23" (CHORD = 191.06 FEET, CHORD BEARING = NORTH 77°39'24" EAST) FOR A DISTANCE OF 192.49 FEET TO THE POINT OF BEGINNING.

CONTAINING: 14.50 ACRES, MORE OR LESS TO THE RIGHT-OF-WAY OF RECORD.

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KENNETH W. THOMPSON P.L.S. #4080

Exhibit B

[Add FY 2022/2023 budget]

Peace Creek
Community Development District

Proposed Budget
FY2022 - FY2023



Table of Contents

1-2 General Fund

3-7 General Fund Narrative

Peace Creek
Community Development District
Proposed Budget
General Fund

Description	Proposed Budget FY2022*	Proposed Budget FY2023
<u>Revenues</u>		
Developer Contributions	\$ 75,516	\$ 282,237
Total Revenues	\$ 75,516	\$ 282,237
<u>Expenditures</u>		
<i>General & Administrative</i>		
Supervisor Fees	\$ 7,000	\$ 12,000
Engineering	\$ 8,750	\$ 15,000
Attorney	\$ 14,583	\$ 25,000
Annual Audit	\$ -	\$ 4,000
Assessment Administration	\$ -	\$ 5,000
Arbitrage	\$ -	\$ 450
Dissemination	\$ -	\$ 5,000
Trustee Fees	\$ -	\$ 3,600
Management Fees	\$ 20,417	\$ 35,000
Information Technology	\$ 1,050	\$ 1,800
Website Maintenance **	\$ 2,450	\$ 1,200
Telephone	\$ 175	\$ 300
Postage & Delivery	\$ 583	\$ 1,000
Insurance	\$ 5,000	\$ 5,000
Printing & Binding	\$ 583	\$ 1,000
Legal Advertising	\$ 10,000	\$ 10,000
Other Current Charges	\$ 4,000	\$ 5,000
Office Supplies	\$ 365	\$ 625
Travel Per Diem	\$ 385	\$ 660
Dues, Licenses & Subscriptions	\$ 175	\$ 175
Total General & Administrative:	\$ 75,516	\$ 131,810

Peace Creek
Community Development District
Proposed Budget
General Fund

Description	Proposed Budget FY2022*	Proposed Budget FY2023
<i><u>Operations & Maintenance</u></i>		
<i><u>Field Expenses:</u></i>		
Property Insurance	\$ -	\$ 12,000
Field Management	\$ -	\$ 15,000
Landscape Maintenance	\$ -	\$ 40,500
Landscape Replacement	\$ -	\$ 7,500
Streetlights	\$ -	\$ 20,000
Electric	\$ -	\$ 8,000
Water & Sewer	\$ -	\$ 12,000
Sidewalk & Asphalt Maintenance	\$ -	\$ 500
Irrigation Repairs	\$ -	\$ 2,500
General Repairs & Maintenance	\$ -	\$ 5,000
Contingency	\$ -	\$ 2,500
Total Field Expenditures:	\$ -	\$ 125,500
<i><u>Amenity Expenses:</u></i>		
Amenity - Insurance	\$ -	\$ 1,667
Amenity - Electric	\$ -	\$ 2,667
Amenity - Water	\$ -	\$ 3,333
Internet	\$ -	\$ 667
Pest Control	\$ -	\$ 160
Janitorial Service	\$ -	\$ 1,600
Security Services	\$ -	\$ 3,333
Pool Maintenance	\$ -	\$ 4,000
Amenity Repairs & Maintenance	\$ -	\$ 3,333
Amenity Access Management	\$ -	\$ 1,667
Contingency	\$ -	\$ 2,500
Total Amenity Expenditures:	\$ -	\$ 24,927
Total Operations & Maintenance:	\$ -	\$ 150,427
Total Expenditures	\$ 75,516	\$ 282,237
Excess Revenues/(Expenditures)	\$ -	\$ -

* Budget is prorated from March 2022 to September 2022.

** Budget amount includes a one-time website creation fee.

Peace Creek Community Development District General Fund Narrative

Revenues:

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

Peace Creek Community Development District General Fund Narrative

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Peace Creek Community Development District General Fund Narrative

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Services

Property Insurance

The District's property insurance coverages.

Field Management

The District has contracted with Governmental Management Services – Central Florida, LLC to provide onsite field management of contracts for the District such as landscape maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

The District has a contract with Prince & Sons, Inc. to maintain the landscaping located within the District. These services include monthly landscape maintenance such as mowing of turf areas, pruning and trimming, plant bed weed control, fertilization and irrigation inspections.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Peace Creek Community Development District General Fund Narrative

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenses

Amenity - Insurance

The District's amenity property insurance coverages.

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity - Water

Represents estimated water charges for the District's amenity facilities.

Internet

Internet service will be added for use at the Amenity Center.

Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

Janitorial Services

Represents estimated costs to provide janitorial services and supplies for the District's amenity facilities.

Security Services

**Peace Creek
Community Development District
General Fund Narrative**

Represents the estimated cost of contracting a monthly security service for the District's amenity facilities.

Pool Maintenance

Represents estimated costs of regular cleaning and treatments of the District's pool.

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

SECTION 3

PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023 FUNDING AGREEMENT

This agreement (“**Agreement**”) is made and entered into this 1st day of October 2022, by and between:

Peace Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Winter Haven, Florida (“**District**”), and

653th, LLC, a Florida limited liability company and a landowner in the District (“**Developer**”) with a mailing address of 4900 Dundee Road, Winter Haven, Florida 33884.

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Commission of the City of Winter Haven, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the majority of all real property within the District, described in **Exhibit A**, attached hereto and incorporated herein (“**Property**”), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023 Budget**”); and

WHEREAS, this Fiscal Year 2022/2023 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2022/2023 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property to fund the Fiscal Year 2022/2023 Budget, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments to fund the Fiscal Year 2022/2023 Budget as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

WHEREAS, Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2022/2023 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including any property owned by Developer, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Budget or otherwise. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

3. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2022/2023 Budget" in the public records of Polk County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2022/2023 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien

against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

4. **ALTERNATIVE COLLECTION METHODS.** In the event the Developer fails to make payments due to the District pursuant to this Agreement, and the District first provides Developer with written notice of the delinquency to the address identified in this Agreement and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

5. **AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

6. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

7. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

8. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

9. **THIRD-PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

10. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

13. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

14. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**Peace Creek Community
Development District**

Secretary/Assistant Secretary

By: _____
Its: _____

**653th, LLC, a Florida limited liability
company**

Witness

By: Center State Development, LLC
Its: Manager

By: HRB Land Investments, LLC
Its: Manager

By: _____
Name: _____
Title: _____

EXHIBIT A: Property Description
EXHIBIT B: Fiscal Year 2022/2023 Budget

Exhibit A

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 3 OF 4
COMPOSITE EXHIBIT 4**

LEGAL DESCRIPTION: WEST PHASE

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 26 EAST AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°18'43" EAST ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 69.17 FEET TO THE EAST RIGHT-OF-WAY LINE OF C.R. 653 (RATTLESNAKE ROAD) AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°18'43" EAST ALONG THE AFORESAID NORTH BOUNDARY, A DISTANCE OF 1254.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 00°44'53" EAST ALONG THE EAST BOUNDARY THEREOF A DISTANCE OF 1332.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25; THENCE NORTH 89°21'27" EAST ALONG THE NORTH BOUNDARY OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 663.70 FEET TO THE EAST BOUNDARY THEREOF; THENCE SOUTH 00°48'35" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 62.40 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 430.99 FEET; THENCE DEPARTING SAID EAST BOUNDARY AND SOUTHWESTERLY ALONG THE ARC OF THE AFORESAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 53°24'21" (CHORD = 387.35 FEET, CHORD BEARING = SOUTH 58°04'31" WEST) FOR A DISTANCE OF 401.73 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 70°24'59" WEST A DISTANCE OF 107.64 FEET; THENCE NORTH 49°28'29" WEST A DISTANCE OF 123.71 FEET; THENCE NORTH 84°51'47" WEST A DISTANCE OF 74.58 FEET; THENCE NORTH 66°17'16" WEST A DISTANCE OF 102.70 FEET; THENCE SOUTH 64°49'03" WEST A DISTANCE OF 101.47 FEET; THENCE SOUTH 44°43'44" WEST A DISTANCE OF 254.58 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 769.48 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 29°56'51" (CHORD = 397.63 FEET, CHORD BEARING = SOUTH 03°14'15" WEST) FOR A DISTANCE OF 402.19 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, SOUTH 07°17'19" EAST A DISTANCE OF 130.22 FEET; THENCE SOUTH 29°04'55" EAST A DISTANCE OF 171.82 FEET; THENCE SOUTH 26°39'14" EAST A DISTANCE OF 153.45 FEET; THENCE SOUTH 36°24'38" EAST A DISTANCE OF 328.48 FEET; THENCE SOUTH 32°50'05" EAST A DISTANCE OF 410.68 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 742.42 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 72°17'01" (CHORD = 875.74 FEET, CHORD BEARING = SOUTH 21°55'40" EAST) FOR A DISTANCE OF 936.63 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, SOUTH 56°52'16" EAST A DISTANCE OF 36.75 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED AND SET FORTH IN THAT ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2995, PAGE 1410, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 78°22'56" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.16 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING NINE (9) COURSES: 1.) SOUTH 84°13'05" WEST, 318.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2020.00 FEET; THENCE 2.) WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 05°34'42" (CHORD = 196.59, CHORD BEARING = SOUTH 87°00'26" WEST) A DISTANCE OF 196.66 FEET TO THE POINT OF TANGENCY; THENCE 3.) SOUTH 89°47'47" WEST, 688.14 FEET TO THE INTERSECTION WITH THE WEST BOUNDARY OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE 4.) NORTH 00°30'23" WEST ALONG SAID WEST BOUNDARY, AND SAID RIGHT-OF-WAY, A DISTANCE OF 5.00 FEET; THENCE 5.) SOUTH 89°47'47" WEST, 206.91 FEET; THENCE 6.) SOUTH 89°55'13" WEST, 252.45 FEET TO THE POINT OF TANGENCY WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 7.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 8.) NORTH 00°20'59" WEST, 381.06 FEET; THENCE 9.) NORTH 00°14'00" WEST, 221.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°46'36" EAST, 284.48 FEET; THENCE NORTH 00°01'03" EAST, 470.00 FEET; THENCE SOUTH 89°46'36" WEST, 275.06 FEET; THENCE SOUTH 44°47'50" WEST, 14.12 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THE SAME ALSO BEING THE EAST RIGHT-OF WAY OF C.R. 653 (RATTLESNAKE ROAD); THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY, THE FOLLOWING SEVEN (7) COURSES: 1.) THENCE NORTH 02°10'42" WEST, 135.06 FEET; THENCE 2.) NORTH 00°09'41" WEST, 790.21 FEET; THENCE 3.) NORTH 89°50'19" EAST, 5.00 FEET; THENCE 4.) NORTH 00°09'41" WEST, 35.92 FEET; THENCE 5.) NORTH 00°08'48" WEST, 785.87 FEET; THENCE 6.) NORTH 00°28'56" WEST, 171.79 FEET; THENCE 7.) NORTH 00°05'41" WEST A DISTANCE OF 799.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 119.80 ACRES, MORE OR LESS, TO THE DEDICATED RIGHTS-OF-WAY DESCRIBED AND SHOWN.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



6700 South Florida Avenue, Suite 1, Lakeland, Florida 33813
(863) 904-4699 - kthompson@platinumsurveying.com
**STATE OF FLORIDA AUTHORIZATION FOR:
SURVEYING AND MAPPING BUSINESS - LB 8135**

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"
STATE OF FLORIDA
Professional Surveyor and Mapper
KENNETH W. THOMPSON
License Number 4080
DATE: 04/07/2022
KENNETH W. THOMPSON P.L.S. #4080

S:\ACTIVE\CENTERSTATE DEVELOPMENT\B&B RANCH\PEACE CREEK CDD EXHIBIT FOUR-04-07-2022.dwg, 4/11/2022 3:18 PM, Ken Thompson

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 4 OF 4
COMPOSITE EXHIBIT 4**

LEGAL DESCRIPTION: EAST PHASE

THAT PART OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE SOUTH 89°00'29" WEST ALONG THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31 A DISTANCE OF 25.00 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY OF McCLELLAND ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE SOUTH 00°29'08" EAST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 1200.51 FEET TO THE NORTHERLY RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THE AFORESAID QUIT CLAIM DEED; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING FIFTEEN (15) COURSES: 1.) NORTH 61°01'45" WEST A DISTANCE OF 130.88 FEET; THENCE 2.) NORTH 58°32'08" WEST A DISTANCE OF 91.40 FEET; THENCE 3.) NORTH 31°27'52" EAST A DISTANCE OF 5.00 FEET; THENCE 4.) NORTH 58°32'08" WEST A DISTANCE OF 128.97 FEET; THENCE 5.) NORTH 64°10'11" WEST A DISTANCE OF 92.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 59.79 FEET; THENCE 6.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 28°35'22" (CHORD = 29.53 FEET, CHORD BEARING = NORTH 78°27'52" WEST) FOR A DISTANCE OF 29.83 FEET TO THE POINT OF TANGENCY; THENCE 7.) SOUTH 87°14'27" WEST A DISTANCE OF 69.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 267.33 FEET; THENCE 8.) WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 12°41'13" (CHORD = 59.07 FEET, CHORD BEARING = SOUTH 80°53'50" WEST) FOR A DISTANCE OF 59.20 FEET TO THE POINT OF TANGENCY; THENCE 9.) SOUTH 74°33'14" WEST A DISTANCE OF 345.25 FEET; THENCE 10.) SOUTH 74°43'01" WEST A DISTANCE OF 236.80 FEET; THENCE 11.) SOUTH 75°05'30" WEST A DISTANCE OF 223.71 FEET; THENCE 12.) SOUTH 78°56'09" WEST A DISTANCE OF 126.07 FEET; THENCE 13.) SOUTH 83°25'25" WEST A DISTANCE OF 216.28 FEET; THENCE 14.) SOUTH 84°13'05" WEST A DISTANCE OF 70.12 FEET; THENCE 15.) NORTH 89°21'10" WEST A DISTANCE OF 86.93 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY AS DESCRIBED IN THAT ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2995, PAGE 1410, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 84°10'44" WEST ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 60.17 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, NORTH 16°19'58" WEST A DISTANCE OF 34.60 FEET; THENCE NORTH 05°18'29" EAST A DISTANCE OF 34.18 FEET; THENCE NORTH 07°08'50" WEST A DISTANCE OF 43.87 FEET; THENCE NORTH 24°46'49" WEST A DISTANCE OF 63.08 FEET; THENCE NORTH 17°26'05" WEST A DISTANCE OF 80.90 FEET; THENCE NORTH 12°38'52" WEST A DISTANCE OF 434.02 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 332.09 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 33°05'49" (CHORD = 189.17 FEET, CHORD BEARING = NORTH 31°46'44" EAST) FOR A DISTANCE OF 191.83 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 41°43'49" EAST A DISTANCE OF 128.37 FEET; THENCE NORTH 09°36'04" EAST A DISTANCE OF 178.12 FEET; THENCE NORTH 14°54'24" EAST A DISTANCE OF 133.53 FEET TO THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE NORTH 89°23'55" EAST ALONG SAID NORTH BOUNDARY A DISTANCE OF 460.30 FEET TO THE NORTHEAST CORNER THEREOF, THE SAME ALSO BEING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE NORTH 89°00'29" EAST ALONG THE NORTH BOUNDARY OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31 A DISTANCE OF 1309.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 48.75 ACRES, MORE OR LESS, TO THE DEDICATED RIGHTS-OF-WAY SHOWN.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



6700 South Florida Avenue, Suite 1, Lakeland, Florida 33813
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**STATE OF FLORIDA AUTHORIZATION FOR:
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"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"



KENNETH W. THOMPSON P.L.S. #4080

S:\ACTIVE\CENTERSTATE DEVELOPMENT\B&B RANCH\PEACE CREEK CDD EXHIBIT FOUR-04-07-2022.dwg, 4/11/2022 3:18 PM, Ken Thompson

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 2 OF 2
COMPOSITE EXHIBIT 3**

LEGAL DESCRIPTION:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 00°30'23" EAST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 9.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°30'23" EAST, ALONG THE AFORESAID EAST BOUNDARY, A DISTANCE OF 1277.80 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY AND NORTHERLY ALONG SAID RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES: THENCE 1.) SOUTH 89°47'47" WEST, 206.91 FEET; THENCE 2.) SOUTH 89°55'13" WEST, 252.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 3.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 4.) NORTH 00°20'59" WEST, 381.06 FEET; THENCE 5.) NORTH 00°14'00" WEST, 221.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°46'36" EAST, 284.48 FEET; THENCE NORTH 00°01'03" EAST, 470.00 FEET; THENCE NORTH 89°46'36" EAST, 145.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 455.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 24°14'23" (CHORD = 191.06 FEET, CHORD BEARING = NORTH 77°39'24" EAST) FOR A DISTANCE OF 192.49 FEET TO THE POINT OF BEGINNING.

CONTAINING: 14.50 ACRES, MORE OR LESS TO THE RIGHT-OF-WAY OF RECORD.

S:\ACTIVE\CENTERSTATE DEVELOPMENT\B&B RANCH\PEACE CREEK CDD EXHIBIT THREE-04-07-2022.dwg, 4/7/2022 12:46 PM, Ken Thompson

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(863) 904-4699 - kthompson@platinumsurveying.com

**STATE OF FLORIDA AUTHORIZATION FOR:
SURVEYING AND MAPPING BUSINESS - LB 8135**

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KENNETH W. THOMPSON P.L.S. #4080

Exhibit B

[Add FY 2022/2023 budget]

Peace Creek
Community Development District

Proposed Budget
FY2022 - FY2023



Table of Contents

1-2 General Fund

3-7 General Fund Narrative

Peace Creek
Community Development District
Proposed Budget
General Fund

Description	Proposed Budget FY2022*	Proposed Budget FY2023
<u>Revenues</u>		
Developer Contributions	\$ 75,516	\$ 282,237
Total Revenues	\$ 75,516	\$ 282,237
<u>Expenditures</u>		
<i>General & Administrative</i>		
Supervisor Fees	\$ 7,000	\$ 12,000
Engineering	\$ 8,750	\$ 15,000
Attorney	\$ 14,583	\$ 25,000
Annual Audit	\$ -	\$ 4,000
Assessment Administration	\$ -	\$ 5,000
Arbitrage	\$ -	\$ 450
Dissemination	\$ -	\$ 5,000
Trustee Fees	\$ -	\$ 3,600
Management Fees	\$ 20,417	\$ 35,000
Information Technology	\$ 1,050	\$ 1,800
Website Maintenance **	\$ 2,450	\$ 1,200
Telephone	\$ 175	\$ 300
Postage & Delivery	\$ 583	\$ 1,000
Insurance	\$ 5,000	\$ 5,000
Printing & Binding	\$ 583	\$ 1,000
Legal Advertising	\$ 10,000	\$ 10,000
Other Current Charges	\$ 4,000	\$ 5,000
Office Supplies	\$ 365	\$ 625
Travel Per Diem	\$ 385	\$ 660
Dues, Licenses & Subscriptions	\$ 175	\$ 175
Total General & Administrative:	\$ 75,516	\$ 131,810

Peace Creek
Community Development District
Proposed Budget
General Fund

Description	Proposed Budget FY2022*	Proposed Budget FY2023
<i><u>Operations & Maintenance</u></i>		
<i><u>Field Expenses:</u></i>		
Property Insurance	\$ -	\$ 12,000
Field Management	\$ -	\$ 15,000
Landscape Maintenance	\$ -	\$ 40,500
Landscape Replacement	\$ -	\$ 7,500
Streetlights	\$ -	\$ 20,000
Electric	\$ -	\$ 8,000
Water & Sewer	\$ -	\$ 12,000
Sidewalk & Asphalt Maintenance	\$ -	\$ 500
Irrigation Repairs	\$ -	\$ 2,500
General Repairs & Maintenance	\$ -	\$ 5,000
Contingency	\$ -	\$ 2,500
Total Field Expenditures:	\$ -	\$ 125,500
<i><u>Amenity Expenses:</u></i>		
Amenity - Insurance	\$ -	\$ 1,667
Amenity - Electric	\$ -	\$ 2,667
Amenity - Water	\$ -	\$ 3,333
Internet	\$ -	\$ 667
Pest Control	\$ -	\$ 160
Janitorial Service	\$ -	\$ 1,600
Security Services	\$ -	\$ 3,333
Pool Maintenance	\$ -	\$ 4,000
Amenity Repairs & Maintenance	\$ -	\$ 3,333
Amenity Access Management	\$ -	\$ 1,667
Contingency	\$ -	\$ 2,500
Total Amenity Expenditures:	\$ -	\$ 24,927
Total Operations & Maintenance:	\$ -	\$ 150,427
Total Expenditures	\$ 75,516	\$ 282,237
Excess Revenues/(Expenditures)	\$ -	\$ -

* Budget is prorated from March 2022 to September 2022.

** Budget amount includes a one-time website creation fee.

Peace Creek Community Development District General Fund Narrative

Revenues:

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

Peace Creek Community Development District General Fund Narrative

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Peace Creek Community Development District General Fund Narrative

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Services

Property Insurance

The District's property insurance coverages.

Field Management

The District has contracted with Governmental Management Services – Central Florida, LLC to provide onsite field management of contracts for the District such as landscape maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

The District has a contract with Prince & Sons, Inc. to maintain the landscaping located within the District. These services include monthly landscape maintenance such as mowing of turf areas, pruning and trimming, plant bed weed control, fertilization and irrigation inspections.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Peace Creek Community Development District General Fund Narrative

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenses

Amenity - Insurance

The District's amenity property insurance coverages.

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity - Water

Represents estimated water charges for the District's amenity facilities.

Internet

Internet service will be added for use at the Amenity Center.

Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

Janitorial Services

Represents estimated costs to provide janitorial services and supplies for the District's amenity facilities.

Security Services

**Peace Creek
Community Development District
General Fund Narrative**

Represents the estimated cost of contracting a monthly security service for the District's amenity facilities.

Pool Maintenance

Represents estimated costs of regular cleaning and treatments of the District's pool.

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

SECTION B

SECTION 1



*PEACE CREEK
COMMUNITY DEVELOPMENT DISTRICT*

*AMENDED AND RESTATED ENGINEER'S REPORT
OF CAPITAL IMPROVEMENTS*

Prepared For

*BOARD OF SUPERVISORS
PEACE CREEK
COMMUNITY DEVELOPMENT DISTRICT*

Prepared by:

*Hunter Engineering, Inc.
4900 Dundee Road
Winter Haven, FL 33884
863-676-7770*

April 14, 2022

Bryan Hunter, P.E.
FL Registration No. 53168
FL CA No. 8394

**PEACE CREEK
COMMUNITY DEVELOPMENT DISTRICT**

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| EXHIBIT 6 (Composite) | - Zoning Map |
| EXHIBIT 7 | - Utility Location Map |
| EXHIBIT 8 | - Drainage Map |
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**ENGINEER'S REPORT
PEACE CREEK
COMMUNITY DEVELOPMENT DISTRICT**

I. INTRODUCTION

The Peace Creek Community Development District (the "District" or the "CDD") is generally located on the east side of County Road 653 approximately 2.65 miles south of Eloise Loop Road, within the limits of the City of Winter Haven, Florida (the "City"). The District currently contains approximately 154.05 acres and, as of the date of this report, is moving forward with a boundary amendment to include an additional 14.50 acres, bringing the anticipated District area to a total of 168.55 acres. The District is expected to consist of 553 single-family lots, 120 multi-family townhome lots, recreation & amenity areas, and associated infrastructure.

The CDD was established by City Ordinance No. 0-22-15, which was approved by the City Commission on February 28, 2022, and has authorized the submittal of a boundary amendment petition to the City which will expand the boundary as set forth in the previous paragraph. The District will own and operate the stormwater management facilities as well as the landscape, irrigation, signage, and recreational facilities within the Development. The roadway system will be owned and operated by the District except for offsite roadway improvements which will be owned and operated by Polk County.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to applicable regulatory criteria of the City, Polk County, Florida (the "County"), the Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the Development, defined below. Any public improvements or facilities acquired by the District will be at the lesser of cost or fair market value. An estimate of the probable cost of the public improvements is provided in Composite Exhibit 9 of this report.

This Report and the Capital Improvement Plan (as herein defined) included herein, reflect the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation

phases. It should also be noted that these modifications, if any, are not expected to diminish the benefits received by the developable land within the District. The District reserves the right to make reasonable adjustments to this Report to meet applicable regulatory requirements of agencies with jurisdiction over the Development, while maintaining comparable levels of benefit to the developable lands served by the public improvements.

Implementation of any proposed facilities or public improvements outlined in this Report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this Report are based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs may differ from the estimates due to a wide variety of factors having the potential to affect construction costs.

All roadways, including sidewalks, as well as the storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds), landscaping, irrigation, signage, & recreational amenities within the Development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations), will upon completion, be dedicated to the City for ownership and maintenance. All offsite roadway improvements will be owned and maintained by Polk County.

II. PURPOSE AND SCOPE

The purpose of this Report is to provide engineering support to fund improvements in the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct and/or acquire, operate, and maintain specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report.

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 public improvements. We have considered, and in specific instances have relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, and the District Board of Supervisors, including its staff and consultants.

III. THE DEVELOPMENT

The Development will consist of 553 single-family lots, 120 multi-family townhome lots, and associated infrastructure (“Development”). The Development is a planned residential community generally located on the east side of County Road 653 approximately 2.65 miles south of Eloise Loop Road, within the limits of the City. The property has Future Land Use designations of RL (Residential Low) and Conservation, and zoning designations of R-3 & PD (Planned Development). The current construction plans identify 4 phases of project development, however, the current intention of the Developer is to construct the all 3 phases of the single family project at once, with the townhome development to follow. An Opinion of Costs for the development of the entire project is provided in Composite Exhibit 9 of this report.

IV. THE CAPITAL IMPROVEMENTS

The Capital Improvement Plan, (the “CIP”), consists of public infrastructure for all three phases of the Development. The primary portions of the CIP will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities, recreational facilities, off-site roadway improvements (including turn lanes along County Road 653) and off-site utility extensions.

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will occur as required.

Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only the differential cost of undergrounding of wire in the public right-of-way or on District land is included.

As a part of the recreational component of the CIP, an amenity center and other public parks will be constructed within the Development. The public parks and amenity center will be accessed by the proposed public roadways and sidewalks and will be available for use by the general public.

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.

V. CAPITAL IMPROVEMENT PLAN COMPONENTS

The Capital Improvement Plan includes the following:

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater will be conveyed via roadway curb and gutter to 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 detention to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the SWFWMD. There are no known natural surface waters within the Development.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0545H demonstrates that the property is located within Flood Zones X with certain portions along the Peace Creek, the C.R. 653 Right of Way, and other isolated wetlands lying in Zone AE. A relatively small amount of floodplain encroachment and associated compensation has been designed and permitted.

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 Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP has been prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

Public Roadways

The proposed public right of ways within the Development are primarily 50 feet in width with wider sections for the boulevard entrance. The roadways will primarily consist of 22 ft. of asphalt pavement and Miami curb or Type F curb and gutter on each side. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. All roadways within the District will be open to the general public.

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 the public. As stated above, the District's funding of roadway construction is expected to occur for all public roadways within the Development.

Water and Wastewater Facilities

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the development. The water service provider will be the City of Winter Haven. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way along C.R. 653 and within the District. This water will provide the potable (domestic) and fire protection services which will serve the lands within the District. In order to reach and serve the project,

offsite utility extensions are necessary, bringing lines from the north down CR 653 and looping them back again to the north via an existing easement which will be dedicated for public purposes.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The wastewater service provider will be the City of Winter Haven. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed primarily inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. This proposed gravity sewer system will connect to one of two proposed public lift stations within the Development, both of which will be City owned and maintained.

Reclaimed water is not proposed for this project. For the irrigation of the public right of ways and common areas, either an irrigation well will be funded and constructed by the District, or irrigation water service will be provided as part of the domestic water system design. Any water, sewer, or reclaimed water pipes or facilities placed on private property will not be publicly funded.

Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the Developments entrances on C.R. 653 as well as offsite extensions for water and wastewater utilities to serve the project. At this time, there are no finalized impact fee credits or other cost-share agreements associated with the aforementioned off-site improvements; however, the developer is currently in negotiation with the City on a Developers Agreement to address cost-sharing. Should this Developers Agreement be finalized, this Report may be amended accordingly.

The site construction activities associated with the CIP are anticipated for completion in early 2023. Upon completion of the improvements, inspections will occur and certifications will be obtained from the SWFWMD, the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City/County.

Amenities and Parks

The District will provide funding for a primary amenity center to include parking areas, a clubhouse with restroom facilities, pool, and a tot lot. A secondary amenity area will also be provided which includes parking areas, a recreational pavilion, open space and walking trails. All paths, parks, etc. discussed in this paragraph are available to the general public.

Electric and Lighting

The electric distribution system serving the Development is currently planned to be underground. The District presently intends to fund the cost of the electric conduit, transformer/cabinet pads, and electric manholes required by the District. The District shall fund only the difference in cost from overhead versus underground. Electric facilities funded by the District will be owned and maintained by the District, with Duke Energy providing underground electrical service to the Development. The CDD presently intends to purchase, install, and maintain the street lighting along the internal roadways within the CDD or enter into a Lighting Agreement with Duke Energy for operation and maintenance of the street light poles and lighting service to the District. Only the differential cost of undergrounding of wire in public right-of-way on District land is included.

Entry Feature, Landscaping, and Irrigation

Landscaping, irrigation, and entry features will be provided by the District. It is anticipated, though not confirmed at this time, that the irrigation system will use an irrigation well. The well and irrigation water mains to the various phases of the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping where provided will consist of sod, shrubs, ground cover and trees for certain common areas within the Development. These items will be funded, owned and maintained by the CDD.

Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, the differential cost of undergrounding electrical lines, and certain permits and professional fees as described in this

report, are being financed by the District with the intention for benefiting all of 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 planned development.

VI. PERMITTING

Construction permits for the Development are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and City Construction Plan Approval. The following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	Approved
SWFWMD ERP	Approved
City Construction Plan Approval	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved
FDEP NOI	Approved
ACOE	Not Applicable

VII. RECOMMENDATION

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

Items utilized in the *Opinion of Probable Costs* for this Report are based upon proposed planned

infrastructure as shown on construction drawings incorporating the required specifications found in the most current City, County & SWFWMD regulations.

VIII. REPORT MODIFICATION

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

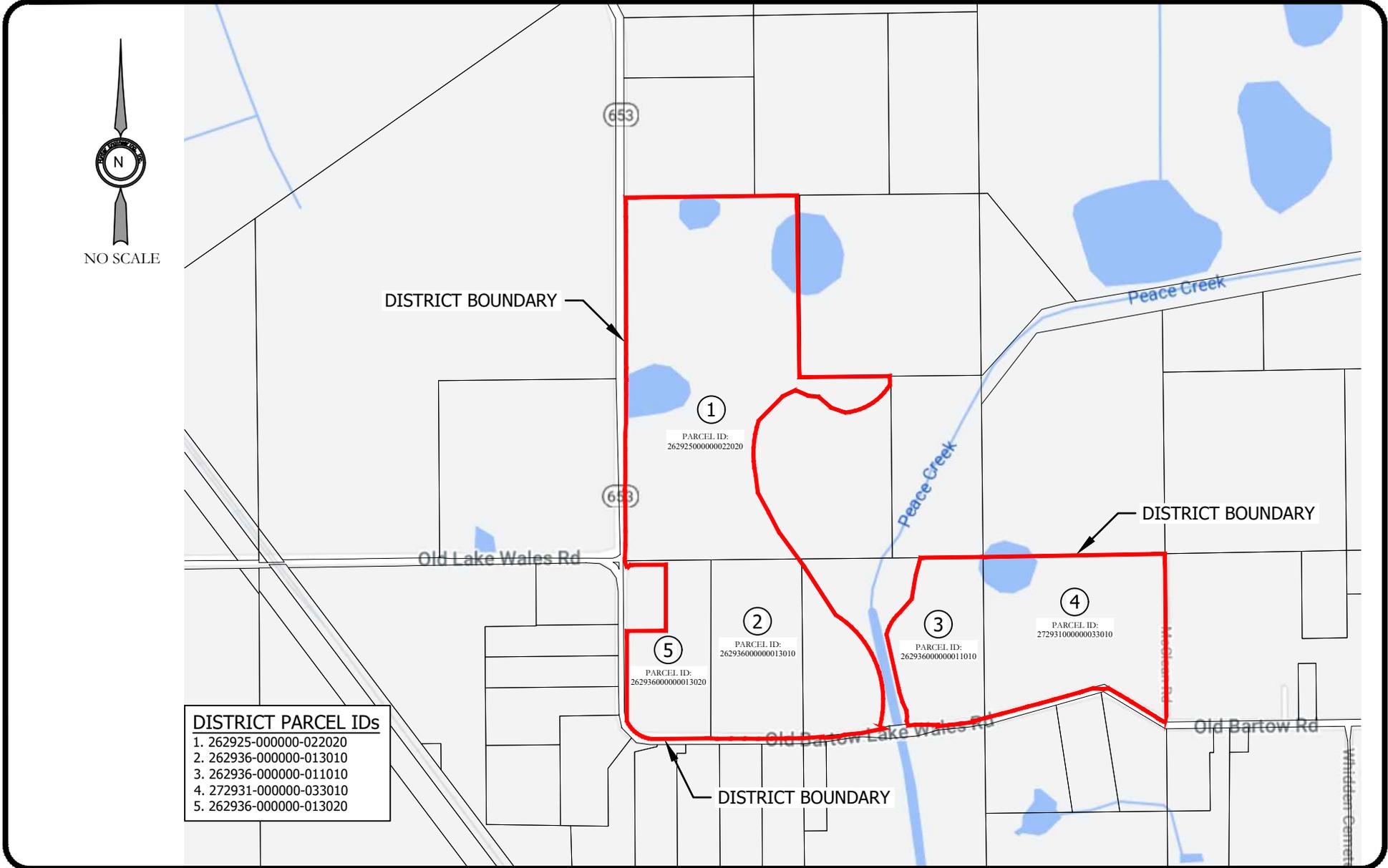
IX. CONCLUSION

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 at least equal to the costs of such improvements.

The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the area. 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 professional opinion that the proposed public infrastructure improvements when constructed and built in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site

contractors and consultants in the area, which we believe to be necessary in order to facilitate accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the proposed CIP can be completed at the cost as stated.



LOCATION MAP

PEACE CREEK
COMMUNITY DEVELOPMENT
DISTRICT

Prepared By

HUNTER ENGINEERING, INC.

Certificate of Authorization #8394

4900 Dundee Road
Winter Haven, FL 33884

Telephone: 863-676-7770
Facsimile: 863-965-0181

LEGEND

— COMMUNITY DEVELOPMENT
DISTRICT BOUNDARY

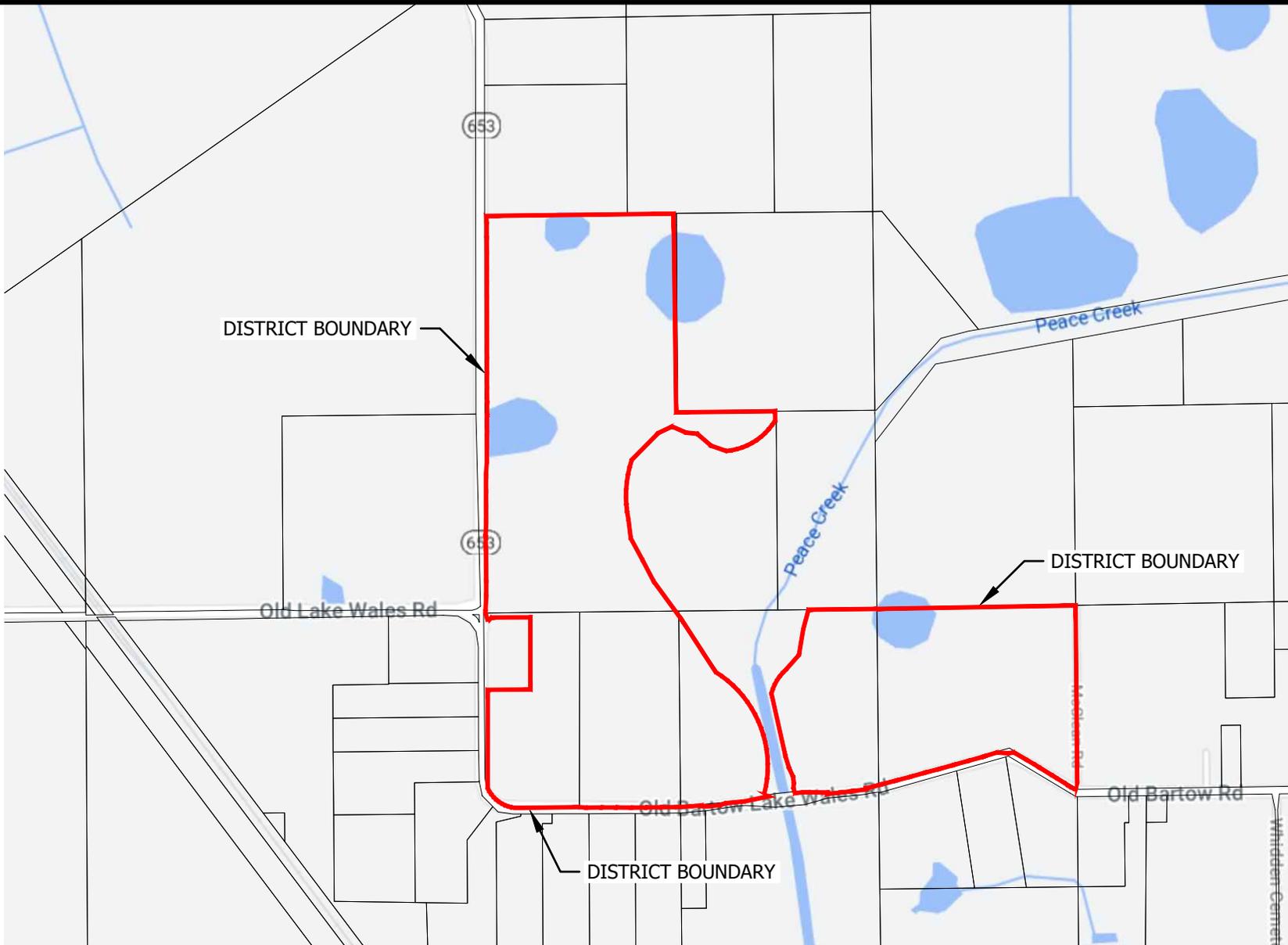
PARCEL ID:
26293600000011020 PARCEL ID NUMBER

Date: March 24, 2022

Exhibit 1



NO SCALE



DISTRICT BOUNDARY

PEACE CREEK
COMMUNITY DEVELOPMENT
DISTRICT

Prepared By

HUNTER ENGINEERING, INC.

Certificate of Authorization #8394

4900 Dundee Road
Winter Haven, FL 33884

Telephone: 863-676-7770
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LEGEND

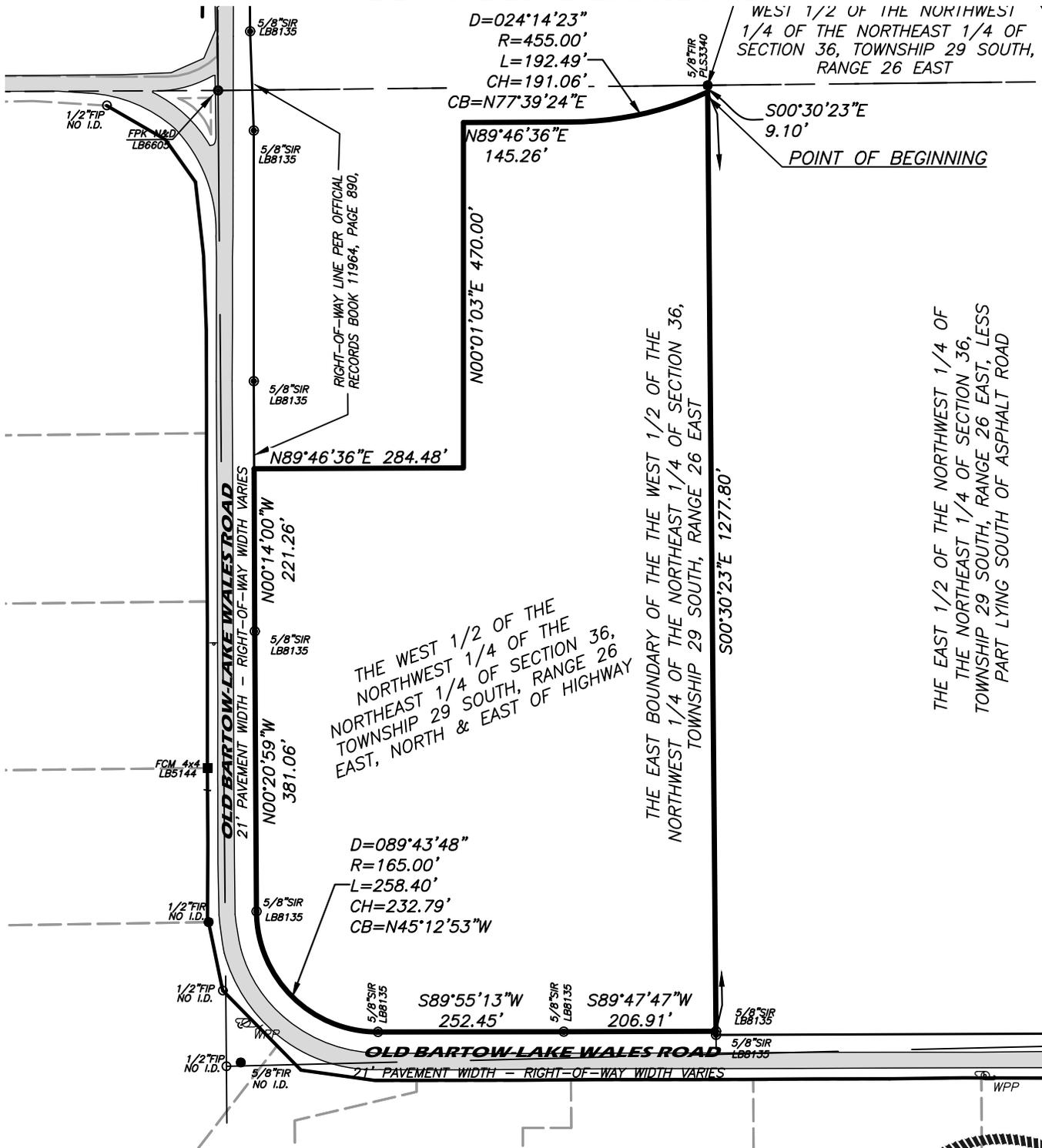
 COMMUNITY DEVELOPMENT
DISTRICT BOUNDARY

Date: March 24, 2022

Exhibit 2

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 1 OF 2
COMPOSITE EXHIBIT 3**

North 1" = 200'



THE WEST 1/2 OF THE
NORTHWEST 1/4 OF SECTION 36,
TOWNSHIP 29 SOUTH, RANGE 26
EAST, NORTH & EAST OF HIGHWAY

THE EAST BOUNDARY OF THE WEST 1/2 OF THE
NORTHWEST 1/4 OF SECTION 36,
TOWNSHIP 29 SOUTH, RANGE 26 EAST

THE EAST 1/2 OF THE NORTHWEST 1/4 OF
THE NORTHWEST 1/4 OF SECTION 36,
TOWNSHIP 29 SOUTH, RANGE 26 EAST, LESS
PART LYING SOUTH OF ASPHALT ROAD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



1925 Bartow Road, Suite 101, Lakeland, Florida 33801
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KENNETH W. THOMPSON P.L.S. #4080

S:\ACTIVE\CENTERSTATE DEVELOPMENT\B&B RANCH\PEACE CREEK CDD EXHIBIT THREE-04-07-2022.dwg, 4/7/2022 12:46 PM, Ken Thompson

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 2 OF 2
COMPOSITE EXHIBIT 3**

LEGAL DESCRIPTION:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 00°30'23" EAST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 9.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°30'23" EAST, ALONG THE AFORESAID EAST BOUNDARY, A DISTANCE OF 1277.80 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY AND NORTHERLY ALONG SAID RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES: THENCE 1.) SOUTH 89°47'47" WEST, 206.91 FEET; THENCE 2.) SOUTH 89°55'13" WEST, 252.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 3.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 4.) NORTH 00°20'59" WEST, 381.06 FEET; THENCE 5.) NORTH 00°14'00" WEST, 221.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°46'36" EAST, 284.48 FEET; THENCE NORTH 00°01'03" EAST, 470.00 FEET; THENCE NORTH 89°46'36" EAST, 145.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 455.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 24°14'23" (CHORD = 191.06 FEET, CHORD BEARING = NORTH 77°39'24" EAST) FOR A DISTANCE OF 192.49 FEET TO THE POINT OF BEGINNING.

CONTAINING: 14.50 ACRES, MORE OR LESS TO THE RIGHT-OF-WAY OF RECORD.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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**STATE OF FLORIDA AUTHORIZATION FOR:
SURVEYING AND MAPPING BUSINESS - LB 8135**

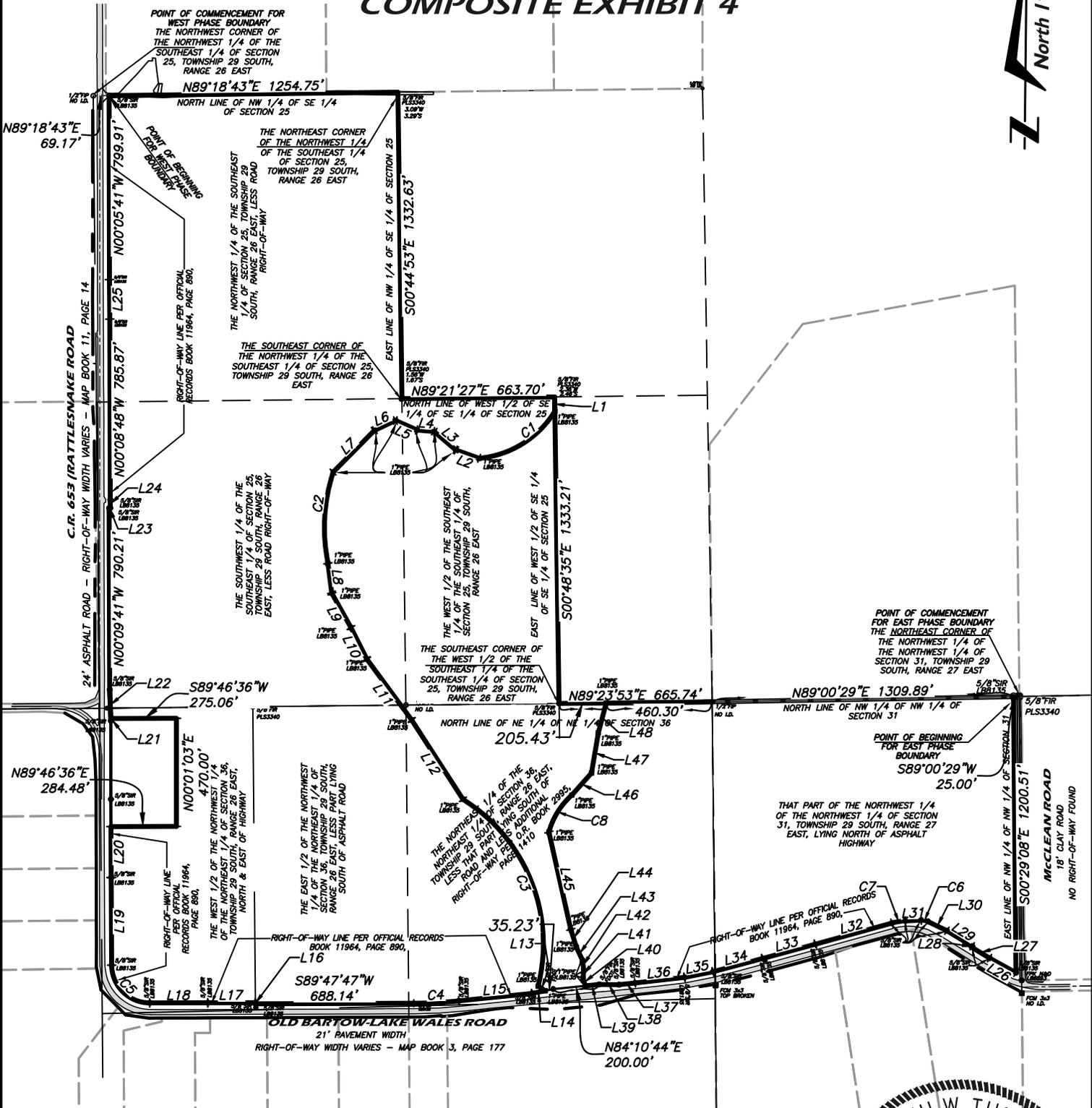
"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"



KENNETH W. THOMPSON P.L.S. #4080

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LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 1 OF 4 COMPOSITE EXHIBIT 4



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"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"
STATE OF FLORIDA
DATE: 04/07/2022



KENNETH W. THOMPSON P.L.S. #4080

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 2 OF 4
COMPOSITE EXHIBIT 4**

WETLANDS LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00°48'35"E	62.40'
L2	N70°24'59"W	107.64'
L3	N49°28'29"W	123.71'
L4	N84°51'47"W	74.58'
L5	N66°17'16"W	102.70'
L6	S64°49'03"W	101.47'
L7	S44°43'44"W	254.58'
L8	S07°17'19"E	130.22'
L9	S29°04'55"E	171.82'
L10	S26°39'14"E	153.45'
L11	S36°24'38"E	328.48'
L12	S32°50'05"E	410.68'
L13	S56°52'16"E	36.75'
L14	S78°22'56"W	59.16'
L15	S84°13'05"W	318.71'
L16	N00°30'23"W	5.00'

WETLANDS LINE TABLE		
LINE #	DIRECTION	LENGTH
L17	S89°47'47"W	206.91'
L18	S89°55'13"W	252.45'
L19	N00°20'59"W	381.06'
L20	N00°14'00"W	221.26'
L21	S44°47'50"W	14.12'
L22	N02°10'42"W	135.06'
L23	N89°50'19"E	5.00'
L24	N00°09'41"W	35.92'
L25	N00°28'56"W	171.79'
L26	N61°01'45"W	130.88'
L27	N58°32'08"W	91.40'
L28	N31°27'52"E	5.00'
L29	N58°32'08"W	128.97'
L30	N64°10'11"W	92.09'
L31	S87°14'27"W	69.08'
L32	S74°33'14"W	345.25'

WETLANDS LINE TABLE		
LINE #	DIRECTION	LENGTH
L33	S74°43'01"W	236.80'
L34	S75°05'30"W	223.71'
L35	S78°56'09"W	126.07'
L36	S83°25'25"W	216.28'
L37	S84°13'05"W	70.12'
L38	N89°21'10"W	86.93'
L39	S84°10'44"W	60.17'
L40	N16°19'58"W	34.60'
L41	N05°18'29"E	34.18'
L42	N07°08'50"W	43.87'
L43	N24°46'49"W	63.08'
L44	N17°26'05"W	80.90'
L45	N12°38'52"W	434.02'
L46	N41°43'49"E	128.37'
L47	N09°36'04"E	178.12'
L48	N14°54'24"E	133.53'

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	053°24'21"	430.99'	401.73'	387.35'	S58°04'31"W
C2	029°56'51"	769.48'	402.19'	397.63'	S03°14'15"W
C3	072°17'01"	742.42'	936.63'	875.74'	S21°55'40"E
C4	005°34'42"	2020.00'	196.66'	196.59'	S87°00'26"W
C5	089°43'48"	165.00'	258.40'	232.79'	N45°12'53"W
C6	028°35'22"	59.79'	29.83'	29.53'	N78°27'52"W
C7	012°41'13"	267.33'	59.20'	59.07'	S80°53'50"W
C8	033°05'49"	332.09'	191.83'	189.17'	N31°46'44"E

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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KENNETH W. THOMPSON P.L.S. #4080

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**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 3 OF 4
COMPOSITE EXHIBIT 4**

LEGAL DESCRIPTION: WEST PHASE

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 26 EAST AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°18'43" EAST ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 69.17 FEET TO THE EAST RIGHT-OF-WAY LINE OF C.R. 653 (RATTLESNAKE ROAD) AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°18'43" EAST ALONG THE AFORESAID NORTH BOUNDARY, A DISTANCE OF 1254.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 00°44'53" EAST ALONG THE EAST BOUNDARY THEREOF A DISTANCE OF 1332.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25; THENCE NORTH 89°21'27" EAST ALONG THE NORTH BOUNDARY OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 663.70 FEET TO THE EAST BOUNDARY THEREOF; THENCE SOUTH 00°48'35" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 62.40 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 430.99 FEET; THENCE DEPARTING SAID EAST BOUNDARY AND SOUTHWESTERLY ALONG THE ARC OF THE AFORESAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 53°24'21" (CHORD = 387.35 FEET, CHORD BEARING = SOUTH 58°04'31" WEST) FOR A DISTANCE OF 401.73 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 70°24'59" WEST A DISTANCE OF 107.64 FEET; THENCE NORTH 49°28'29" WEST A DISTANCE OF 123.71 FEET; THENCE NORTH 84°51'47" WEST A DISTANCE OF 74.58 FEET; THENCE NORTH 66°17'16" WEST A DISTANCE OF 102.70 FEET; THENCE SOUTH 64°49'03" WEST A DISTANCE OF 101.47 FEET; THENCE SOUTH 44°43'44" WEST A DISTANCE OF 254.58 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 769.48 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 29°56'51" (CHORD = 397.63 FEET, CHORD BEARING = SOUTH 03°14'15" WEST) FOR A DISTANCE OF 402.19 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, SOUTH 07°17'19" EAST A DISTANCE OF 130.22 FEET; THENCE SOUTH 29°04'55" EAST A DISTANCE OF 171.82 FEET; THENCE SOUTH 26°39'14" EAST A DISTANCE OF 153.45 FEET; THENCE SOUTH 36°24'38" EAST A DISTANCE OF 328.48 FEET; THENCE SOUTH 32°50'05" EAST A DISTANCE OF 410.68 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 742.42 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 72°17'01" (CHORD = 875.74 FEET, CHORD BEARING = SOUTH 21°55'40" EAST) FOR A DISTANCE OF 936.63 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, SOUTH 56°52'16" EAST A DISTANCE OF 36.75 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED AND SET FORTH IN THAT ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2995, PAGE 1410, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 78°22'56" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.16 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING NINE (9) COURSES: 1.) SOUTH 84°13'05" WEST, 318.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2020.00 FEET; THENCE 2.) WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 05°34'42" (CHORD = 196.59, CHORD BEARING = SOUTH 87°00'26" WEST) A DISTANCE OF 196.66 FEET TO THE POINT OF TANGENCY; THENCE 3.) SOUTH 89°47'47" WEST, 688.14 FEET TO THE INTERSECTION WITH THE WEST BOUNDARY OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE 4.) NORTH 00°30'23" WEST ALONG SAID WEST BOUNDARY, AND SAID RIGHT-OF-WAY, A DISTANCE OF 5.00 FEET; THENCE 5.) SOUTH 89°47'47" WEST, 206.91 FEET; THENCE 6.) SOUTH 89°55'13" WEST, 252.45 FEET TO THE POINT OF TANGENCY WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 7.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 8.) NORTH 00°20'59" WEST, 381.06 FEET; THENCE 9.) NORTH 00°14'00" WEST, 221.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°46'36" EAST, 284.48 FEET; THENCE NORTH 00°01'03" EAST, 470.00 FEET; THENCE SOUTH 89°46'36" WEST, 275.06 FEET; THENCE SOUTH 44°47'50" WEST, 14.12 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THE SAME ALSO BEING THE EAST RIGHT-OF-WAY OF C.R. 653 (RATTLESNAKE ROAD); THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY, THE FOLLOWING SEVEN (7) COURSES: 1.) THENCE NORTH 02°10'42" WEST, 135.06 FEET; THENCE 2.) NORTH 00°09'41" WEST, 790.21 FEET; THENCE 3.) NORTH 89°50'19" EAST, 5.00 FEET; THENCE 4.) NORTH 00°09'41" WEST, 35.92 FEET; THENCE 5.) NORTH 00°08'48" WEST, 785.87 FEET; THENCE 6.) NORTH 00°28'56" WEST, 171.79 FEET; THENCE 7.) NORTH 00°05'41" WEST A DISTANCE OF 799.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 119.80 ACRES, MORE OR LESS, TO THE DEDICATED RIGHTS-OF-WAY DESCRIBED AND SHOWN.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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KENNETH W. THOMPSON P.L.S. #4080

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**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 4 OF 4
COMPOSITE EXHIBIT 4**

LEGAL DESCRIPTION: EAST PHASE

THAT PART OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE SOUTH 89°00'29" WEST ALONG THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31 A DISTANCE OF 25.00 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY OF McCLELLAND ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE SOUTH 00°29'08" EAST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 1200.51 FEET TO THE NORTHERLY RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THE AFORESAID QUIT CLAIM DEED; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING FIFTEEN (15) COURSES: 1.) NORTH 61°01'45" WEST A DISTANCE OF 130.88 FEET; THENCE 2.) NORTH 58°32'08" WEST A DISTANCE OF 91.40 FEET; THENCE 3.) NORTH 31°27'52" EAST A DISTANCE OF 5.00 FEET; THENCE 4.) NORTH 58°32'08" WEST A DISTANCE OF 128.97 FEET; THENCE 5.) NORTH 64°10'11" WEST A DISTANCE OF 92.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 59.79 FEET; THENCE 6.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 28°35'22" (CHORD = 29.53 FEET, CHORD BEARING = NORTH 78°27'52" WEST) FOR A DISTANCE OF 29.83 FEET TO THE POINT OF TANGENCY; THENCE 7.) SOUTH 87°14'27" WEST A DISTANCE OF 69.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 267.33 FEET; THENCE 8.) WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 12°41'13" (CHORD = 59.07 FEET, CHORD BEARING = SOUTH 80°53'50" WEST) FOR A DISTANCE OF 59.20 FEET TO THE POINT OF TANGENCY; THENCE 9.) SOUTH 74°33'14" WEST A DISTANCE OF 345.25 FEET; THENCE 10.) SOUTH 74°43'01" WEST A DISTANCE OF 236.80 FEET; THENCE 11.) SOUTH 75°05'30" WEST A DISTANCE OF 223.71 FEET; THENCE 12.) SOUTH 78°56'09" WEST A DISTANCE OF 126.07 FEET; THENCE 13.) SOUTH 83°25'25" WEST A DISTANCE OF 216.28 FEET; THENCE 14.) SOUTH 84°13'05" WEST A DISTANCE OF 70.12 FEET; THENCE 15.) NORTH 89°21'10" WEST A DISTANCE OF 86.93 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY AS DESCRIBED IN THAT ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2995, PAGE 1410, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 84°10'44" WEST ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 60.17 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, NORTH 16°19'58" WEST A DISTANCE OF 34.60 FEET; THENCE NORTH 05°18'29" EAST A DISTANCE OF 34.18 FEET; THENCE NORTH 07°08'50" WEST A DISTANCE OF 43.87 FEET; THENCE NORTH 24°46'49" WEST A DISTANCE OF 63.08 FEET; THENCE NORTH 17°26'05" WEST A DISTANCE OF 80.90 FEET; THENCE NORTH 12°38'52" WEST A DISTANCE OF 434.02 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 332.09 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 33°05'49" (CHORD = 189.17 FEET, CHORD BEARING = NORTH 31°46'44" EAST) FOR A DISTANCE OF 191.83 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 41°43'49" EAST A DISTANCE OF 128.37 FEET; THENCE NORTH 09°36'04" EAST A DISTANCE OF 178.12 FEET; THENCE NORTH 14°54'24" EAST A DISTANCE OF 133.53 FEET TO THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE NORTH 89°23'55" EAST ALONG SAID NORTH BOUNDARY A DISTANCE OF 460.30 FEET TO THE NORTHEAST CORNER THEREOF, THE SAME ALSO BEING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE NORTH 89°00'29" EAST ALONG THE NORTH BOUNDARY OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31 A DISTANCE OF 1309.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 48.75 ACRES, MORE OR LESS, TO THE DEDICATED RIGHTS-OF-WAY SHOWN.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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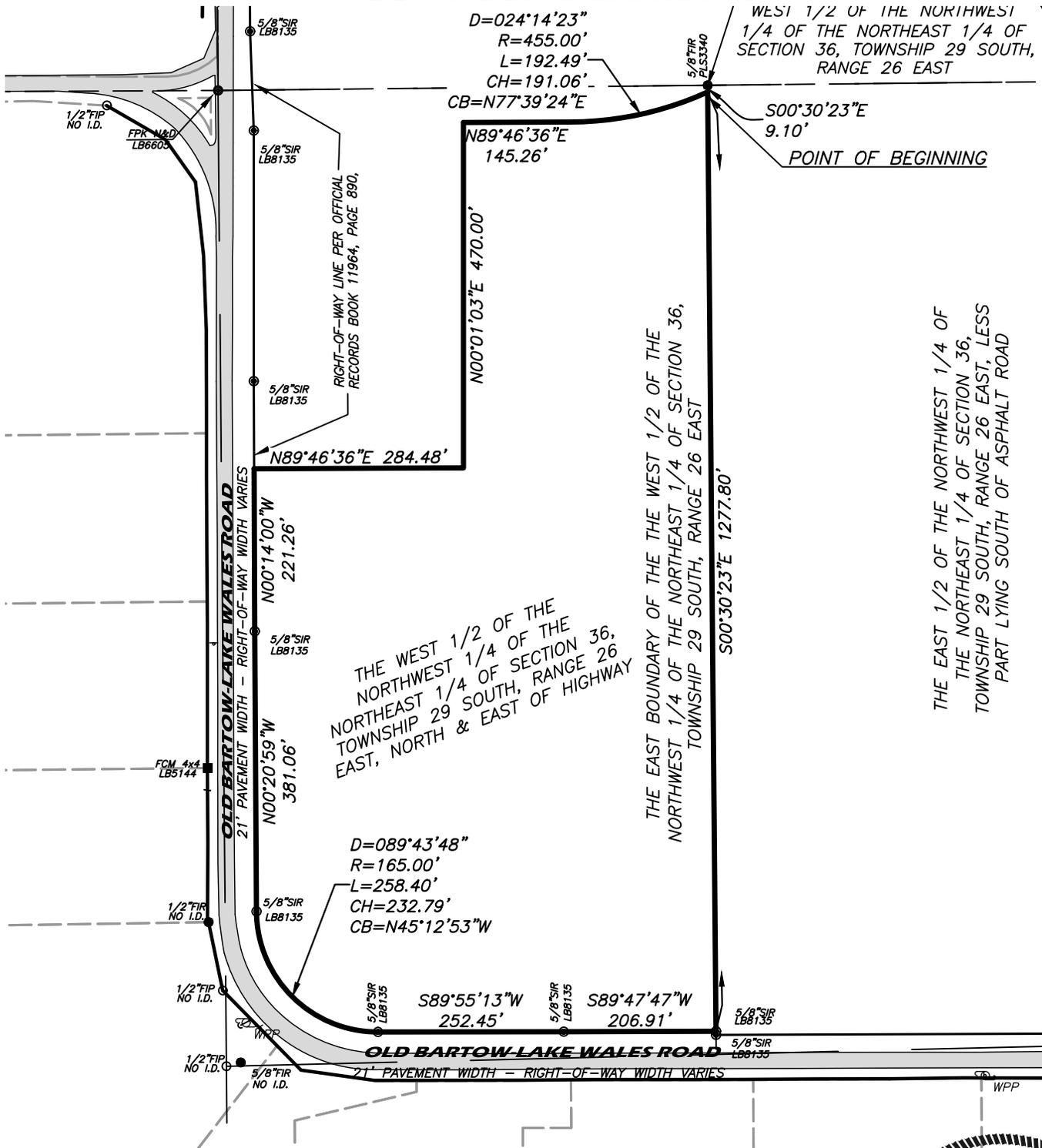


KENNETH W. THOMPSON P.L.S. #4080

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**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 1 OF 2
COMPOSITE EXHIBIT 3**

North 1" = 200'



THE WEST 1/2 OF THE
NORTHWEST 1/4 OF SECTION 36,
TOWNSHIP 29 SOUTH, RANGE 26
EAST, NORTH & EAST OF HIGHWAY

THE EAST BOUNDARY OF THE WEST 1/2 OF THE
NORTHWEST 1/4 OF SECTION 36,
TOWNSHIP 29 SOUTH, RANGE 26 EAST

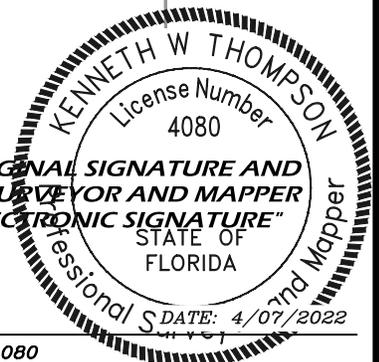
THE EAST 1/2 OF THE NORTHWEST 1/4 OF
THE NORTHEAST 1/4 OF SECTION 36,
TOWNSHIP 29 SOUTH, RANGE 26 EAST, LESS
PART LYING SOUTH OF ASPHALT ROAD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 2 OF 2
COMPOSITE EXHIBIT 3**

LEGAL DESCRIPTION:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 00°30'23" EAST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 9.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°30'23" EAST, ALONG THE AFORESAID EAST BOUNDARY, A DISTANCE OF 1277.80 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY AND NORTHERLY ALONG SAID RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES: THENCE 1.) SOUTH 89°47'47" WEST, 206.91 FEET; THENCE 2.) SOUTH 89°55'13" WEST, 252.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 3.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 4.) NORTH 00°20'59" WEST, 381.06 FEET; THENCE 5.) NORTH 00°14'00" WEST, 221.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°46'36" EAST, 284.48 FEET; THENCE NORTH 00°01'03" EAST, 470.00 FEET; THENCE NORTH 89°46'36" EAST, 145.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 455.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 24°14'23" (CHORD = 191.06 FEET, CHORD BEARING = NORTH 77°39'24" EAST) FOR A DISTANCE OF 192.49 FEET TO THE POINT OF BEGINNING.

CONTAINING: 14.50 ACRES, MORE OR LESS TO THE RIGHT-OF-WAY OF RECORD.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



1925 Bartow Road, Suite 101, Lakeland, Florida 33801
(863) 904-4699 - kthompson@platinumsurveying.com

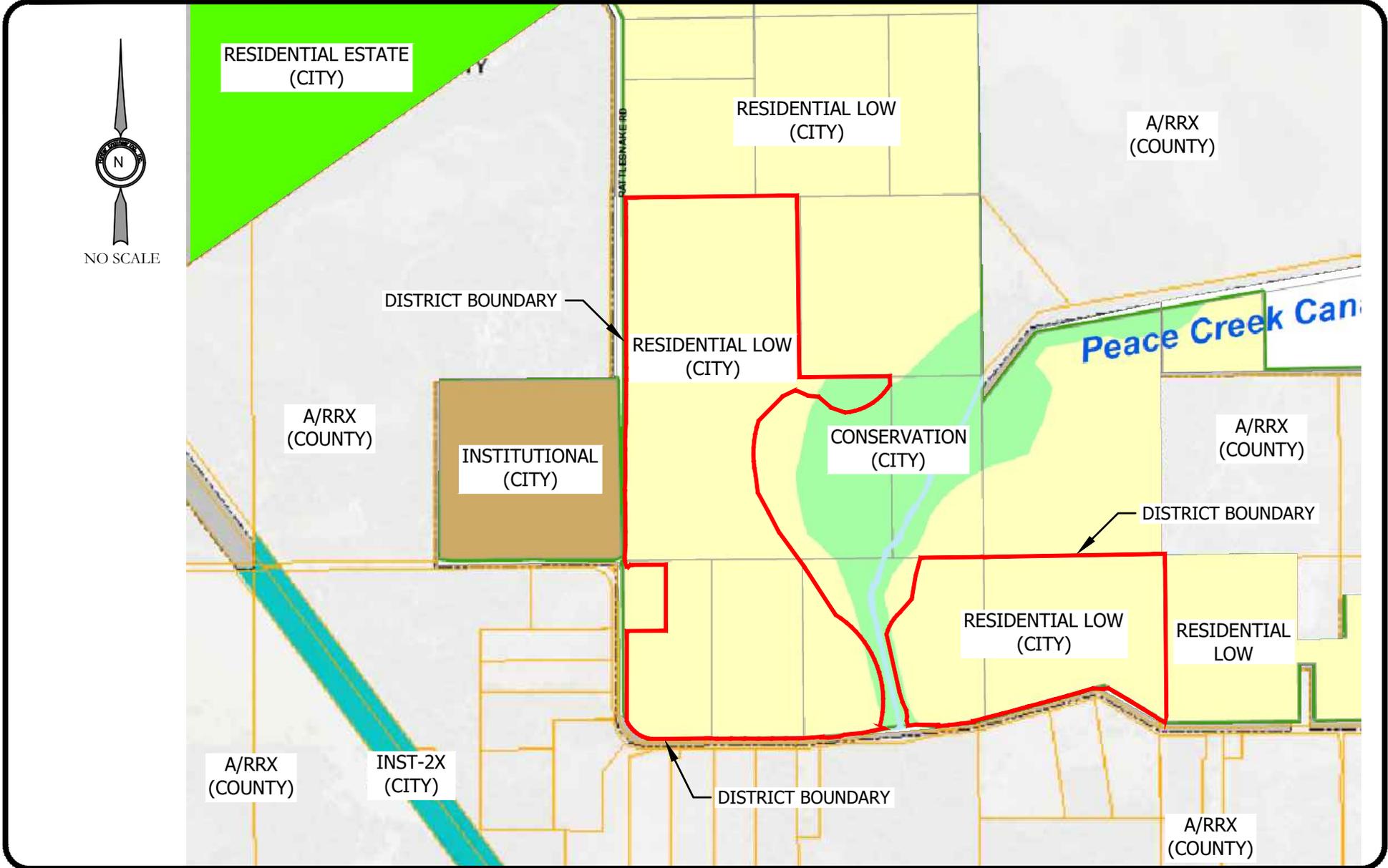
**STATE OF FLORIDA AUTHORIZATION FOR:
SURVEYING AND MAPPING BUSINESS - LB 8135**

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"



KENNETH W. THOMPSON P.L.S. #4080

S:\ACTIVE\CENTERSTATE DEVELOPMENT\B&B RANCH\PEACE CREEK CDD EXHIBIT THREE-04-07-2022.dwg, 4/7/2022 12:46 PM, Ken Thompson



FUTURE LAND USE MAP

PEACE CREEK
COMMUNITY DEVELOPMENT
DISTRICT

Prepared By

HUNTER ENGINEERING, INC.

Certificate of Authorization #8394

4900 Dundee Road
Winter Haven, FL 33884

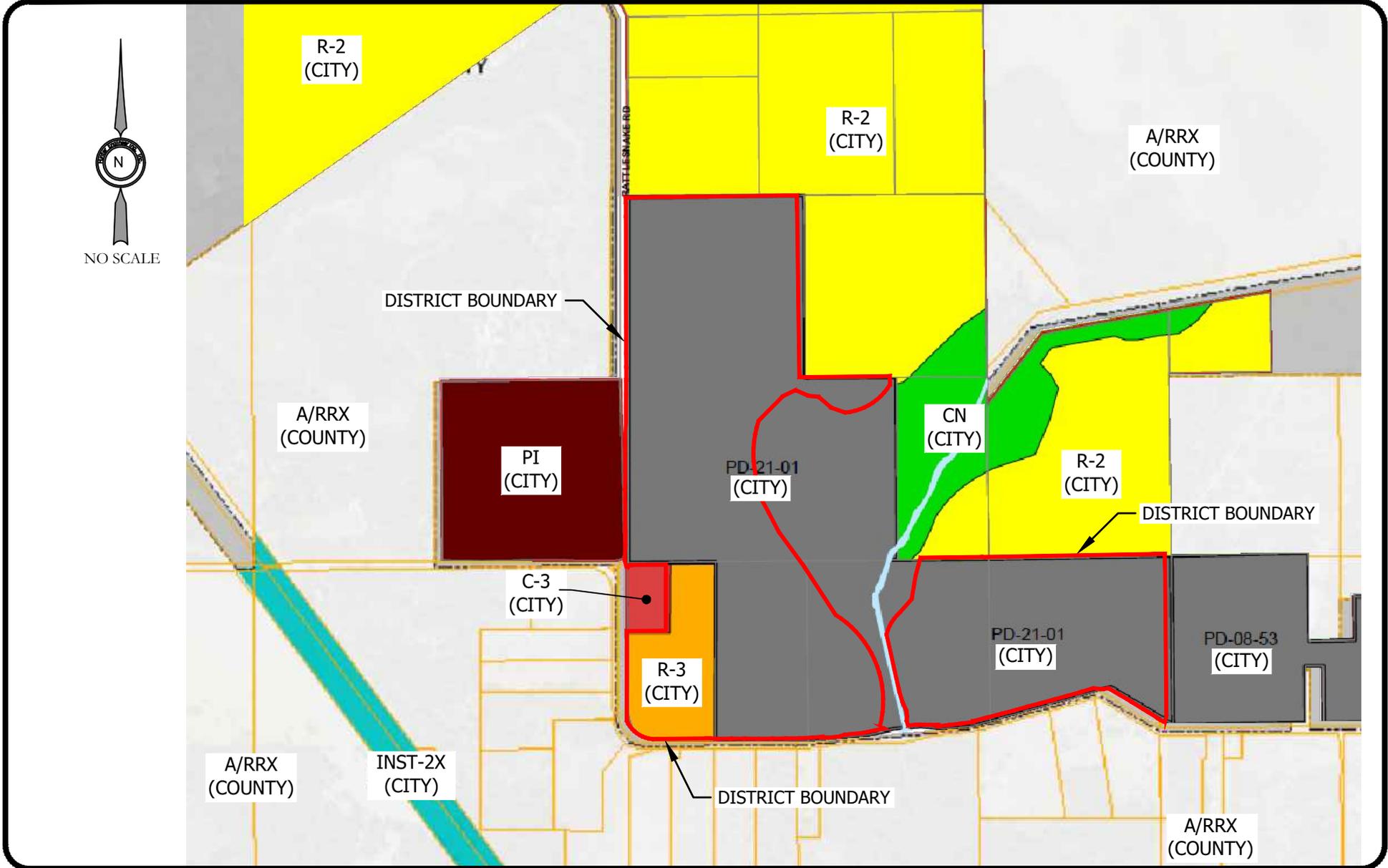
Telephone: 863-676-7770
Facsimile: 863-965-0181



HUNTER
ENGINEERING

Date: March 24, 2022

Exhibit 5



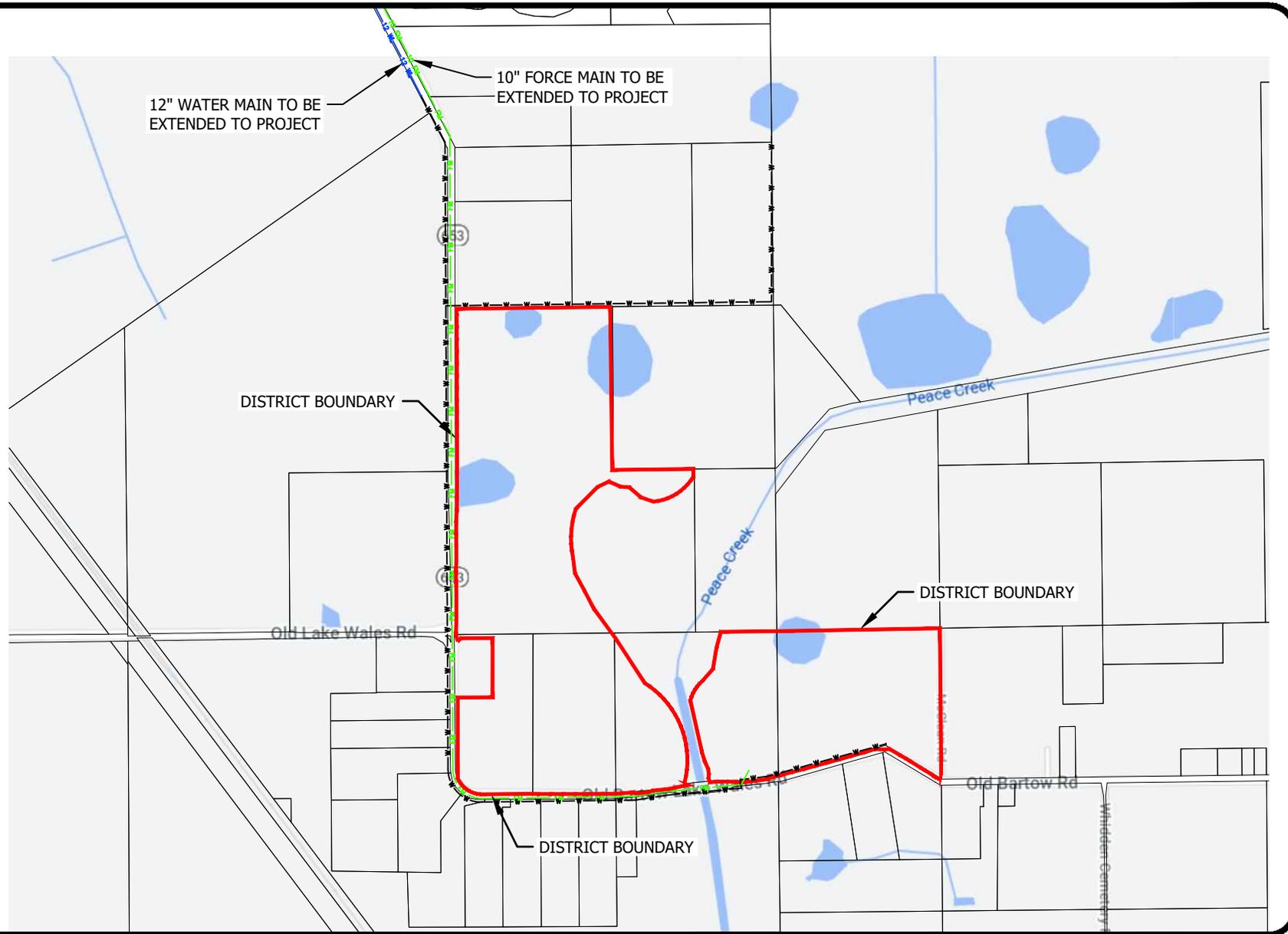
ZONING MAP
 PEACE CREEK
 COMMUNITY DEVELOPMENT
 DISTRICT

Prepared By
HUNTER ENGINEERING, INC.
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 4900 Dundee Road Telephone: 863-676-7770
 Winter Haven, FL 33884 Facsimile: 863-965-0181



Date: March 24, 2022

Exhibit 6



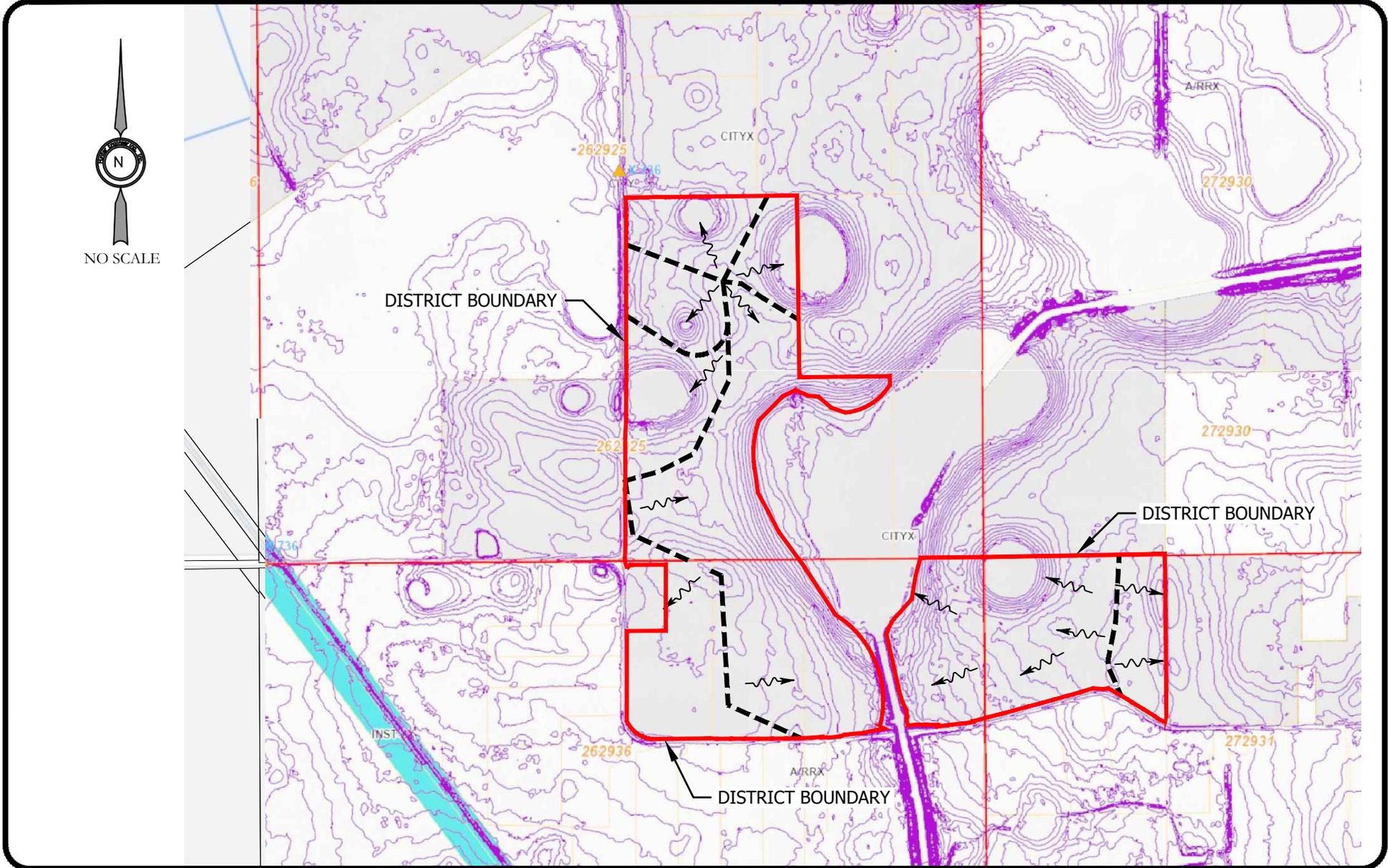
UTILITY LOCATION
PEACE CREEK
COMMUNITY DEVELOPMENT
DISTRICT

Prepared By
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Winter Haven, FL 33884 Facsimile: 863-965-0181

LEGEND	
	PROPOSED WATER MAIN
	PROPOSED FORCE MAIN

Date: March 24, 2022

Exhibit 7



DRAINAGE MAP

PEACE CREEK
COMMUNITY DEVELOPMENT
DISTRICT

Prepared By

HUNTER ENGINEERING, INC.

Certificate of Authorization #8394

4900 Dundee Road
Winter Haven, FL 33884

Telephone: 863-676-7770
Facsimile: 863-965-0181

LEGEND

-  FLOW DIRECTION
-  DRAINAGE BASIN

Date: March 24, 2022

Exhibit 8

Composite Exhibit 9
 Peace Creek
 Community Development District
 Summary of Proposed District Facilities

<i>District Infrastructure</i>	<i>Construction</i>	<i>Ownership</i>	<i>Capital Financing</i> ⁽¹⁾	<i>Operation & Maintenance</i>
Offsite Improvements	<i>District</i>	<i>County (Roadways) City of Winter Haven (Utilities)</i>	<i>District Bonds</i>	<i>County (Roadways) City of Winter Haven (Utilities)</i>
Stormwater Facilities	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>
Water, Sewer, Reclaimed Water, Lift Stations	<i>District</i>	<i>City of Winter Haven</i>	<i>District Bonds</i>	<i>City of Winter Haven</i>
Street Lighting / Conduit ⁽²⁾	<i>District</i> ⁽²⁾	<i>Duke Energy</i>	<i>District Bonds</i> ⁽²⁾	<i>Duke Energy</i>
Roadways & Parking Areas	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>
Entry Feature & Signage	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>
Parks & Recreational Facilities	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>

Notes:

1. *Costs not funded by bonds will be funded by the developer.*
2. *The District shall enter into a lease with Duke Energy for the installation, maintenance and use of the street lighting within the Development. However, the underground conduit for the electrical lines will be installed by the District and the District will fund the differential cost of undergrounding the electrical lines, which includes the conduit.*

Composite Exhibit 9
Peace Creek
Community Development District
Summary of Probable Costs

<i>Infrastructure</i> ⁽¹⁾⁽⁹⁾	<i>Phase 1, 2, & 3 Single Family</i> 553 Lots ^(10, 11, 12, 13) 2022 - 2023	<i>Townhomes</i> 120 Lots 2022 - 2023	<i>Total</i> 553 SF & 120 TH Lots 2022 - 2023
Offsite Improvements ⁽⁶⁾	\$1,939,000	\$133,661	\$2,072,661
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	\$4,147,500	\$771,176	\$4,918,676
Utilities (Water, Sewer, Reclaim, & Street Lighting) ⁽⁵⁾⁽⁶⁾⁽⁸⁾	\$4,700,500	\$1,207,694	\$5,908,194
Roadway ⁽⁴⁾⁽⁵⁾⁽⁶⁾	\$2,765,000	\$540,461	\$3,305,461
Entry Feature ⁽⁶⁾⁽⁷⁾	\$1,106,000	\$0	\$1,106,000
Parks & Recreational Facilities ⁽⁶⁾	\$1,000,000	\$50,000	\$1,050,000
Contingency (20%)	\$3,097,500	\$540,598	\$3,638,098
Totals	\$18,755,500	\$3,243,591	\$21,999,091

Notes:

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot for initial pad construction and lot finishing in conjunction with home construction, both of which will be provided by developer or homebuilder. The cost of transporting any fill to the private lots will not be financed by the District.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2021 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with the Local Electric Utility Provider for the street light poles and lighting service. Only the differential cost of undergrounding of wire in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 553 lots.
10. 94 – 50 foot wide lots and 101 - 40 foot wide lots
11. 79 – 50 foot wide lots and 84 - 40 foot wide lots
12. 94 – 50 foot wide lots and 101 - 40 foot wide lots
13. Single Family Portion of Project proposes 267– 50 foot wide lots, and 286 – 40 foot wide lots.

SECTION 2

**AMENDED AND RESTATED MASTER
ASSESSMENT METHODOLOGY**

FOR

**PEACE CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Date: April 26, 2022

Prepared by

**Governmental Management Services - Central Florida, LLC
219 E. Livingston St.
Orlando, FL 32801**

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GMS-CF, LLC does not represent the Peace Creek 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 Peace Creek Community Development District with financial advisory services or
offer investment advice in any form.

1.0 Introduction

The Peace Creek Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance at this time of not to exceed \$28,000,000 of tax-exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Capital Improvement Plan”) within the District more specifically described in the Amended and Restated Engineer’s Report Composite Exhibit 9, dated April 14, 2022 prepared by Hunter Engineering Inc. as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Capital Improvements or Capital Improvement Plan (“Capital Improvements”) that benefit property owners within the District.

1.1 Purpose

This Master Assessment Methodology (the “Assessment Report”) provides for an assessment methodology that allocates 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 Capital Improvements. 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 issued to finance all or a portion of the Capital Improvements. This 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 intends to levy, impose and collect non ad valorem special assessments (“Special Assessments”) on the benefited lands within the District securing repayment of the Bonds based on this Assessment Report. It is anticipated that ultimately 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 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 including those for maintenance and operation of the Bonds, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 168.55 gross acres within Winter Haven, Florida. The development program for the District currently envisions approximately 673 residential units. The proposed development program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

The Capital Improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater

management facilities, utility facilities, roadways, entry features, and park and amenity features. 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 that may be provided by the District and the costs to implement the Capital Improvements.
2. The District Engineer determines the benefit derived from the District's Capital Improvements.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvements.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount 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

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, for properties within its 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 property within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within District would be prohibited by law.

The general public and property owners outside of the District may benefit from the provision of the Capital Improvements. However, any such benefit will be incidental for the purpose of the Capital Improvement Plan, which is designed solely to meet the needs of property within the District. Properties outside of the District boundaries do not depend upon the District's Capital Improvements. The property owners within the District are therefore receiving special benefits not received by the general public and those outside of 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 Capital Improvements being paid for.

- 2) The assessments must be fairly and reasonably allocated or apportioned to the properties being assessed based on the special benefit such properties receive.

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

1.5 Special Benefits Will Equal or Exceed the Costs Allocated

The special benefits provided to the property within the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$21,999,091. The District's Underwriter projects that financing costs required to fund the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$28,000,000. Without the Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District anticipates issuing approximately \$28,000,000 in Bonds in one or more series to fund the District's entire Capital Improvement Plan, provide for capitalized interest, one or more debt service reserve accounts and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$28,000,000 in debt to the properties within the District benefiting from the Capital Improvement Plan. This Assessment Report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvements needed to support the development; these construction costs are outlined in Table 2. The Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$21,999,091. Based on the estimated costs, the size of the Bond issues under current market conditions needed to generate funds to pay for the Capital Improvements and related costs was determined by the District's Underwriter to total approximately \$28,000,000. 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 for the District are completed. Until the platting process occurs, the Capital Improvements funded by District Bonds benefits all acres within the District.

The initial assessments will be levied on an equal basis to all gross acreage 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 from the Capital Improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the assigned properties within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to 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 Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There are three product types within the planned development. The 40' single-family home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular product types. It is important to note that the benefit derived from the Capital Improvements on a particular unit will exceed the cost that the unit 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 Capital Improvements will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities,

roadways, entry features, and park and amenity features. The benefit from the Capital Improvements accrue in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Capital Improvements to the assigned 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 Capital Improvements actually provided.

For the provision of the Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the 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 Special Assessment levied for the Improvement 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 Capital Improvement Plan is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the 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 Capital Improvement Plan have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular 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 the Special 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 assigned properties are built and sold as planned, and the entire proposed Capital Improvement Plan is constructed.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto, 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 approved, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein ("Assigned Property"). In addition, the District must also prevent any buildup of debt on property or land that could be fully conveyed and/or platted without all of the debt being allocated ("Unassigned Property"). To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated Special Assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated Special Assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service 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.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

4.0 Assessment Roll

The District will initially distribute the Special Assessments across the property within the District boundaries on a gross acreage basis. As Assigned Properties become 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 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

TABLE 1
PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use*	Total	ERUs per Unit (1)	Total ERUs
Townhomes	120	0.75	90
Single Family - 40'	286	1	286
Single Family - 50'	267	1.20	320.4
Total Units	673		696

(1) Benefit is allocated on an ERU basis; based on density of planned development TH at .75 ERU, 40 ' lot at 1 ERU, and 50' lot at 1.2 ERU

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

TABLE 2
PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT PLAN COST ESTIMATES
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Offsite Improvements	\$ 2,072,661
Stormwater Management	\$ 4,918,676
Utilities (Water, Sewer, Reclaim & Street Lighting)	\$ 5,908,194
Roadway	\$ 3,305,461
Entry Feature	\$ 1,106,000
Parks and Amenities	\$ 1,050,000
Contingencies	\$ 3,638,098
	\$ 21,999,091

(1) A detailed description of these improvements is provided in the Amended and Restated Engineer's Report dated April 14, 2022.

TABLE 3
PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Bond Sizing		
Description		Total
Construction Funds	\$	21,999,091
Debt Service Reserve	\$	2,034,170
Capitalized Interest	\$	2,940,000
Underwriters Discount	\$	560,000
Cost of Issuance	\$	220,000
Contingency	\$	246,739
Par Amount*	\$	28,000,000

Bond Assumptions:

Average Coupon	6.00%
Amortization	30 years
Capitalized Interest	21 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the :

Prepared by: Governmental Management Services - Central Florida,

TABLE 4
PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Townhomes	120	0.75	90	12.92%	\$ 2,843,076	\$ 23,692
Single Family - 40'	286	1	286	41.07%	\$ 9,034,664	\$ 31,590
Single Family - 50'	267	1.2	320.4	46.01%	\$ 10,121,351	\$ 37,908
	<u>673</u>		<u>696</u>		<u>\$ 21,999,091</u>	

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

TABLE 5
PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Total Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Per Unit
Townhomes	120	\$ 2,843,076	\$ 3,618,610	\$ 30,155
Single Family - 40'	286	\$ 9,034,664	\$ 11,499,138	\$ 40,207
Single Family - 50'	267	\$ 10,121,351	\$ 12,882,251	\$ 48,248
	673	\$ 21,999,091	\$ 28,000,000	

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	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)
Townhomes	120	\$ 3,618,610	\$ 30,155	\$ 262,888	\$ 2,191	\$ 2,356
Single Family - 40'	286	\$ 11,499,138	\$ 40,207	\$ 835,400	\$ 2,921	\$ 3,141
Single Family - 50'	267	\$ 12,882,251	\$ 48,248	\$ 935,882	\$ 3,505	\$ 3,769
	553	\$ 28,000,000		\$ 2,034,170		

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

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

**TABLE 7
 PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT
 PRELIMINARY ASSESSMENT ROLL
 AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY**

Owner	Property ID #'s	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Lennar Homes	See Attached Legal	168.55	\$ 166,123	\$ 28,000,000	\$ 2,034,170	\$ 2,187,280
Totals		168.55		\$ 28,000,000	\$ 2,034,170	\$ 2,187,280

Annual Assessment Periods	30
Projected Bond Rate (%)	6.00%
Maximum Annual Debt Service	\$2,034,170

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

Prepared by: Governmental Management Services - Central Florida, LLC

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 3 OF 4
COMPOSITE EXHIBIT 4**

LEGAL DESCRIPTION: WEST PHASE

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 26 EAST AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°18'43" EAST ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 69.17 FEET TO THE EAST RIGHT-OF-WAY LINE OF C.R. 653 (RATTLESNAKE ROAD) AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°18'43" EAST ALONG THE AFORESAID NORTH BOUNDARY, A DISTANCE OF 1254.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 00°44'53" EAST ALONG THE EAST BOUNDARY THEREOF A DISTANCE OF 1332.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25; THENCE NORTH 89°21'27" EAST ALONG THE NORTH BOUNDARY OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 663.70 FEET TO THE EAST BOUNDARY THEREOF; THENCE SOUTH 00°48'35" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 62.40 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 430.99 FEET; THENCE DEPARTING SAID EAST BOUNDARY AND SOUTHWESTERLY ALONG THE ARC OF THE AFORESAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 53°24'21" (CHORD = 387.35 FEET, CHORD BEARING = SOUTH 58°04'31" WEST) FOR A DISTANCE OF 401.73 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 70°24'59" WEST A DISTANCE OF 107.64 FEET; THENCE NORTH 49°28'29" WEST A DISTANCE OF 123.71 FEET; THENCE NORTH 84°51'47" WEST A DISTANCE OF 74.58 FEET; THENCE NORTH 66°17'16" WEST A DISTANCE OF 102.70 FEET; THENCE SOUTH 64°49'03" WEST A DISTANCE OF 101.47 FEET; THENCE SOUTH 44°43'44" WEST A DISTANCE OF 254.58 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 769.48 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 29°56'51" (CHORD = 397.63 FEET, CHORD BEARING = SOUTH 03°14'15" WEST) FOR A DISTANCE OF 402.19 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, SOUTH 07°17'19" EAST A DISTANCE OF 130.22 FEET; THENCE SOUTH 29°04'55" EAST A DISTANCE OF 171.82 FEET; THENCE SOUTH 26°39'14" EAST A DISTANCE OF 153.45 FEET; THENCE SOUTH 36°24'38" EAST A DISTANCE OF 328.48 FEET; THENCE SOUTH 32°50'05" EAST A DISTANCE OF 410.68 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 742.42 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 72°17'01" (CHORD = 875.74 FEET, CHORD BEARING = SOUTH 21°55'40" EAST) FOR A DISTANCE OF 936.63 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, SOUTH 56°52'16" EAST A DISTANCE OF 36.75 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED AND SET FORTH IN THAT ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2995, PAGE 1410, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 78°22'56" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.16 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING NINE (9) COURSES: 1.) SOUTH 84°13'05" WEST, 318.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2020.00 FEET; THENCE 2.) WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 05°34'42" (CHORD = 196.59, CHORD BEARING = SOUTH 87°00'26" WEST) A DISTANCE OF 196.66 FEET TO THE POINT OF TANGENCY; THENCE 3.) SOUTH 89°47'47" WEST, 688.14 FEET TO THE INTERSECTION WITH THE WEST BOUNDARY OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE 4.) NORTH 00°30'23" WEST ALONG SAID WEST BOUNDARY, AND SAID RIGHT-OF-WAY, A DISTANCE OF 5.00 FEET; THENCE 5.) SOUTH 89°47'47" WEST, 206.91 FEET; THENCE 6.) SOUTH 89°55'13" WEST, 252.45 FEET TO THE POINT OF TANGENCY WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 7.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 8.) NORTH 00°20'59" WEST, 381.06 FEET; THENCE 9.) NORTH 00°14'00" WEST, 221.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°46'36" EAST, 284.48 FEET; THENCE NORTH 00°01'03" EAST, 470.00 FEET; THENCE SOUTH 89°46'36" WEST, 275.06 FEET; THENCE SOUTH 44°47'50" WEST, 14.12 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THE SAME ALSO BEING THE EAST RIGHT-OF WAY OF C.R. 653 (RATTLESNAKE ROAD); THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY, THE FOLLOWING SEVEN (7) COURSES: 1.) THENCE NORTH 02°10'42" WEST, 135.06 FEET; THENCE 2.) NORTH 00°09'41" WEST, 790.21 FEET; THENCE 3.) NORTH 89°50'19" EAST, 5.00 FEET; THENCE 4.) NORTH 00°09'41" WEST, 35.92 FEET; THENCE 5.) NORTH 00°08'48" WEST, 785.87 FEET; THENCE 6.) NORTH 00°28'56" WEST, 171.79 FEET; THENCE 7.) NORTH 00°05'41" WEST A DISTANCE OF 799.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 119.80 ACRES, MORE OR LESS, TO THE DEDICATED RIGHTS-OF-WAY DESCRIBED AND SHOWN.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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**STATE OF FLORIDA AUTHORIZATION FOR:
SURVEYING AND MAPPING BUSINESS - LB 8135**

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"
STATE OF FLORIDA
Professional Surveyor and Mapper
KENNETH W. THOMPSON
License Number 4080
DATE: 04/07/2022
KENNETH W. THOMPSON P.L.S. #4080

S:\ACTIVE\CENTERSTATE DEVELOPMENT\B&B RANCH\PEACE CREEK CDD EXHIBIT FOUR-04-07-2022.dwg, 4/11/2022 3:18 PM, Ken Thompson

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 4 OF 4
COMPOSITE EXHIBIT 4**

LEGAL DESCRIPTION: EAST PHASE

THAT PART OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE SOUTH 89°00'29" WEST ALONG THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31 A DISTANCE OF 25.00 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY OF McCLELLAND ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE SOUTH 00°29'08" EAST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 1200.51 FEET TO THE NORTHERLY RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THE AFORESAID QUIT CLAIM DEED; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING FIFTEEN (15) COURSES: 1.) NORTH 61°01'45" WEST A DISTANCE OF 130.88 FEET; THENCE 2.) NORTH 58°32'08" WEST A DISTANCE OF 91.40 FEET; THENCE 3.) NORTH 31°27'52" EAST A DISTANCE OF 5.00 FEET; THENCE 4.) NORTH 58°32'08" WEST A DISTANCE OF 128.97 FEET; THENCE 5.) NORTH 64°10'11" WEST A DISTANCE OF 92.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 59.79 FEET; THENCE 6.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 28°35'22" (CHORD = 29.53 FEET, CHORD BEARING = NORTH 78°27'52" WEST) FOR A DISTANCE OF 29.83 FEET TO THE POINT OF TANGENCY; THENCE 7.) SOUTH 87°14'27" WEST A DISTANCE OF 69.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 267.33 FEET; THENCE 8.) WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 12°41'13" (CHORD = 59.07 FEET, CHORD BEARING = SOUTH 80°53'50" WEST) FOR A DISTANCE OF 59.20 FEET TO THE POINT OF TANGENCY; THENCE 9.) SOUTH 74°33'14" WEST A DISTANCE OF 345.25 FEET; THENCE 10.) SOUTH 74°43'01" WEST A DISTANCE OF 236.80 FEET; THENCE 11.) SOUTH 75°05'30" WEST A DISTANCE OF 223.71 FEET; THENCE 12.) SOUTH 78°56'09" WEST A DISTANCE OF 126.07 FEET; THENCE 13.) SOUTH 83°25'25" WEST A DISTANCE OF 216.28 FEET; THENCE 14.) SOUTH 84°13'05" WEST A DISTANCE OF 70.12 FEET; THENCE 15.) NORTH 89°21'10" WEST A DISTANCE OF 86.93 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY AS DESCRIBED IN THAT ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2995, PAGE 1410, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 84°10'44" WEST ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 60.17 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, NORTH 16°19'58" WEST A DISTANCE OF 34.60 FEET; THENCE NORTH 05°18'29" EAST A DISTANCE OF 34.18 FEET; THENCE NORTH 07°08'50" WEST A DISTANCE OF 43.87 FEET; THENCE NORTH 24°46'49" WEST A DISTANCE OF 63.08 FEET; THENCE NORTH 17°26'05" WEST A DISTANCE OF 80.90 FEET; THENCE NORTH 12°38'52" WEST A DISTANCE OF 434.02 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 332.09 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 33°05'49" (CHORD = 189.17 FEET, CHORD BEARING = NORTH 31°46'44" EAST) FOR A DISTANCE OF 191.83 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 41°43'49" EAST A DISTANCE OF 128.37 FEET; THENCE NORTH 09°36'04" EAST A DISTANCE OF 178.12 FEET; THENCE NORTH 14°54'24" EAST A DISTANCE OF 133.53 FEET TO THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE NORTH 89°23'55" EAST ALONG SAID NORTH BOUNDARY A DISTANCE OF 460.30 FEET TO THE NORTHEAST CORNER THEREOF, THE SAME ALSO BEING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE NORTH 89°00'29" EAST ALONG THE NORTH BOUNDARY OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31 A DISTANCE OF 1309.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 48.75 ACRES, MORE OR LESS, TO THE DEDICATED RIGHTS-OF-WAY SHOWN.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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KENNETH W. THOMPSON P.L.S. #4080

S:\ACTIVE\CENTERSTATE DEVELOPMENT\B&B RANCH\PEACE CREEK CDD EXHIBIT FOUR-04-07-2022.dwg, 4/11/2022 3:18 PM, Ken Thompson

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 2 OF 2
COMPOSITE EXHIBIT 3**

LEGAL DESCRIPTION:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 00°30'23" EAST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 9.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°30'23" EAST, ALONG THE AFORESAID EAST BOUNDARY, A DISTANCE OF 1277.80 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY AND NORTHERLY ALONG SAID RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES: THENCE 1.) SOUTH 89°47'47" WEST, 206.91 FEET; THENCE 2.) SOUTH 89°55'13" WEST, 252.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 3.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 4.) NORTH 00°20'59" WEST, 381.06 FEET; THENCE 5.) NORTH 00°14'00" WEST, 221.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°46'36" EAST, 284.48 FEET; THENCE NORTH 00°01'03" EAST, 470.00 FEET; THENCE NORTH 89°46'36" EAST, 145.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 455.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 24°14'23" (CHORD = 191.06 FEET, CHORD BEARING = NORTH 77°39'24" EAST) FOR A DISTANCE OF 192.49 FEET TO THE POINT OF BEGINNING.

CONTAINING: 14.50 ACRES, MORE OR LESS TO THE RIGHT-OF-WAY OF RECORD.

S:\ACTIVE\CENTERSTATE DEVELOPMENT\B&B RANCH\PEACE CREEK CDD EXHIBIT THREE-04-07-2022.dwg, 4/7/2022 12:46 PM, Ken Thompson

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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**STATE OF FLORIDA AUTHORIZATION FOR:
SURVEYING AND MAPPING BUSINESS - LB 8135**

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"



KENNETH W. THOMPSON P.L.S. #4080

SECTION 3

RESOLUTION 2022-44

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190, AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Peace Creek Community Development District (the "District") previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District Board of Supervisors (the "Board") noticed and conducted a public hearing pursuant to Chapters 170, 190, and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190, and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management facilities; roadways; water and wastewater facilities; off-site improvements; electrical utilities

(street lighting); entry features and signage; parks and amenities; and other infrastructure projects and services necessitated by the development of, and serving lands within, the District, together the “Improvements.”

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such special assessments as provided in Chapters 170, 190, and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the capital improvements (“Capital Improvements”), the nature and location of which is described in the *Peace Creek Community Development District Amended and Restated Engineer’s Report*, dated March 29, 2022 (the “Engineer’s Report”) (attached as **Exhibit A** hereto and incorporated herein by this reference), and which the plans and specifications are on file at the office of the District Manager c/o Governmental Management Services-CF, LLC, 219 East Livingston Street, Orlando, FL 32801 (“District Records Offices”); (ii) the cost of such Capital Improvements be assessed against the lands specially benefited by such Capital Improvements; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Capital Improvements, the levying of such Assessments (hereinafter defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners, and residents.

(f) In order to provide funds with which to pay all or a portion of the costs of the Capital Improvements which are to be assessed against the benefitted properties, pending the collection of such Assessments, it is necessary for the District from time to time to sell and issue its Special Assessment Bonds, in one or more series (the “Bonds”).

(g) By Resolution 2022-27, the Board determined to provide the Capital Improvements and to defray the costs thereof by making Assessments on benefitted property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide all or a portion of the funds needed for the Capital Improvements prior to the collection of such Assessments. Resolution 2022-27 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2022-27, said Resolution 2022-27 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher’s affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2022-27, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2022-28, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein

may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements, (2) the cost thereof, (3) the manner of payment therefore, and (4) the amount thereof to be assessed against each specially benefited property or parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190, and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(l) On April 26, 2022, at the time and place specified in Resolution 2022-28 and the notice referred to in paragraph (k) above, the Board met as an Equalization Board, conducted such public hearing, and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Capital Improvements, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

- i. that the estimated costs of the Capital Improvements is as specified in the Engineer's Report, which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and
- ii. it is reasonable, proper, just and right to assess the cost of such Capital Improvements against the properties specially benefited thereby using the method determined by the Board set forth in the *Master Assessment Methodology for Peace Creek Community Development District*, dated March 9, 2022 (the "Assessment Report," attached hereto as **Exhibit B** and incorporated herein by this reference), for the Bonds, which results in the special assessments set forth on the final assessment roll included within such Exhibit B (the "Assessments"); and
- iii. the Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the issuance of the Bonds;
- iv. it is hereby declared that the Capital Improvements will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Assessments thereon when allocated as set forth in Exhibit B;
- v. that the costs of the Capital Improvements are fairly and reasonably apportioned to the properties specifically benefitted as set forth in Exhibit B;
- vi. it is in the best interests of the District that the Assessments be paid and collected as herein provided; and
- vii. it is reasonable, proper, just and right for the District to utilize the true-up

mechanisms and calculations contained in the Assessment Report in order to ensure that all parcels of real property benefiting from the Capital Improvements are assessed accordingly and that sufficient assessment receipts are being generated in order to pay the corresponding bond debt-service when due;

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That construction of Capital Improvements initially described in Resolution No. 2022-27, and more specifically identified and described in Exhibit A attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Capital Improvements and the costs to be paid by Assessments on all specially benefited property are set forth in **Exhibits A and B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Assessments on the parcels specially benefited by the Capital Improvements, all as specified in the final assessment roll set forth in Exhibit B, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution, these Assessments, as reflected in Exhibit B attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, 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, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any Bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of Bonds, including refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the entire Capital Improvements project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the Capital Improvements, as finally determined upon completion

thereof, but in no event shall the final amount of any such special assessment exceed the amount of benefits originally assessed hereunder. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book.

SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Capital Improvements and the adoption by the Board of a resolution accepting the Capital Improvements, unless such option has been waived by the owner of the land subject to the Assessments; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. All impact fee credits received and/or value received for impact fee credits shall be applied against the Capital Improvements costs and/or the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits which application may be addressed by such resolutions. At any time subsequent to thirty (30) days after the Capital Improvements have been completed and a resolution accepting the Capital Improvements has been adopted by the Board, the Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Assessments may prepay the entire remaining balance of the Assessments at any time, or a portion of the remaining balance of the Assessment one time if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day (45) period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the "Uniform Method"). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

(c) For the period the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Polk County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) Pursuant to the Assessment Report, attached hereto as Exhibit B, there may be required from time to time certain true-up payments. As parcels of land or lots are platted, the Assessments securing the Bonds shall be allocated as set forth in the Assessment Report. In furtherance thereof, at such time as parcels or land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Assessments to be reallocated to the units being platted and the remaining property in accordance with Exhibit B, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in Exhibit B, which process is incorporated herein as if fully set forth (the "True-Up Methodology"). Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining unplatted property, in addition to the regular assessment installment payable with respect to such remaining unplatted acres.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with landowner and/or developer that it intends to develop the unit numbers and types shown in Exhibit B, on the net developable acres and is intended to provide a formula to ensure that the appropriate ratio of the Assessments to gross acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in Exhibit B from being developed. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to the Capital Improvements, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the True-Up Methodology to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Capital Improvements, the Board shall by resolution take appropriate action to equitably reallocate the Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or Assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed

by this Resolution. Each such supplemental resolution shall also address the allocation of any impact fee credits expected to be received from the provision of the project funded by the corresponding series of Bonds issued or to be issued.

SECTION 9. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Assessments without specific consent thereto. If at any time, any real property on which Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District’s Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Polk County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

SECTION 11. 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 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 23rd day of August 2022.

ATTEST:

**PEACE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: *Peace Creek Community Development District Amended and Restated Engineer’s Report*, dated March 29, 2022

Exhibit B: *Master Assessment Methodology for Peace Creek Community Development District*, dated March 9, 2022



*PEACE CREEK
COMMUNITY DEVELOPMENT DISTRICT*

*AMENDED AND RESTATED ENGINEER'S REPORT
OF CAPITAL IMPROVEMENTS*

Prepared For

*BOARD OF SUPERVISORS
PEACE CREEK
COMMUNITY DEVELOPMENT DISTRICT*

Prepared by:

*Hunter Engineering, Inc.
4900 Dundee Road
Winter Haven, FL 33884
863-676-7770*

April 14, 2022

Bryan Hunter, P.E.
FL Registration No. 53168
FL CA No. 8394

**PEACE CREEK
COMMUNITY DEVELOPMENT DISTRICT**

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EXHIBIT 2	- District Boundary Map
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EXHIBIT 4 (Composite)	- Legal Description and Sketch of New District Boundary
EXHIBIT 5	- Future Land Use Map
EXHIBIT 6 (Composite)	- Zoning Map
EXHIBIT 7	- Utility Location Map
EXHIBIT 8	- Drainage Map
EXHIBIT 9 (Composite)	- Summary of District Facilities & Summary of Opinion of Probable Costs

**ENGINEER'S REPORT
PEACE CREEK
COMMUNITY DEVELOPMENT DISTRICT**

I. INTRODUCTION

The Peace Creek Community Development District (the "District" or the "CDD") is generally located on the east side of County Road 653 approximately 2.65 miles south of Eloise Loop Road, within the limits of the City of Winter Haven, Florida (the "City"). The District currently contains approximately 154.05 acres and, as of the date of this report, is moving forward with a boundary amendment to include an additional 14.50 acres, bringing the anticipated District area to a total of 168.55 acres. The District is expected to consist of 553 single-family lots, 120 multi-family townhome lots, recreation & amenity areas, and associated infrastructure.

The CDD was established by City Ordinance No. 0-22-15, which was approved by the City Commission on February 28, 2022, and has authorized the submittal of a boundary amendment petition to the City which will expand the boundary as set forth in the previous paragraph. The District will own and operate the stormwater management facilities as well as the landscape, irrigation, signage, and recreational facilities within the Development. The roadway system will be owned and operated by the District except for offsite roadway improvements which will be owned and operated by Polk County.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to applicable regulatory criteria of the City, Polk County, Florida (the "County"), the Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the Development, defined below. Any public improvements or facilities acquired by the District will be at the lesser of cost or fair market value. An estimate of the probable cost of the public improvements is provided in Composite Exhibit 9 of this report.

This Report and the Capital Improvement Plan (as herein defined) included herein, reflect the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation

phases. It should also be noted that these modifications, if any, are not expected to diminish the benefits received by the developable land within the District. The District reserves the right to make reasonable adjustments to this Report to meet applicable regulatory requirements of agencies with jurisdiction over the Development, while maintaining comparable levels of benefit to the developable lands served by the public improvements.

Implementation of any proposed facilities or public improvements outlined in this Report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this Report are based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs may differ from the estimates due to a wide variety of factors having the potential to affect construction costs.

All roadways, including sidewalks, as well as the storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds), landscaping, irrigation, signage, & recreational amenities within the Development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations), will upon completion, be dedicated to the City for ownership and maintenance. All offsite roadway improvements will be owned and maintained by Polk County.

II. PURPOSE AND SCOPE

The purpose of this Report is to provide engineering support to fund improvements in the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct and/or acquire, operate, and maintain specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report.

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 public improvements. We have considered, and in specific instances have relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, and the District Board of Supervisors, including its staff and consultants.

III. THE DEVELOPMENT

The Development will consist of 553 single-family lots, 120 multi-family townhome lots, and associated infrastructure (“Development”). The Development is a planned residential community generally located on the east side of County Road 653 approximately 2.65 miles south of Eloise Loop Road, within the limits of the City. The property has Future Land Use designations of RL (Residential Low) and Conservation, and zoning designations of R-3 & PD (Planned Development). The current construction plans identify 4 phases of project development, however, the current intention of the Developer is to construct the all 3 phases of the single family project at once, with the townhome development to follow. An Opinion of Costs for the development of the entire project is provided in Composite Exhibit 9 of this report.

IV. THE CAPITAL IMPROVEMENTS

The Capital Improvement Plan, (the “CIP”), consists of public infrastructure for all three phases of the Development. The primary portions of the CIP will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities, recreational facilities, off-site roadway improvements (including turn lanes along County Road 653) and off-site utility extensions.

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will occur as required.

Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only the differential cost of undergrounding of wire in the public right-of-way or on District land is included.

As a part of the recreational component of the CIP, an amenity center and other public parks will be constructed within the Development. The public parks and amenity center will be accessed by the proposed public roadways and sidewalks and will be available for use by the general public.

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.

V. CAPITAL IMPROVEMENT PLAN COMPONENTS

The Capital Improvement Plan includes the following:

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater will be conveyed via roadway curb and gutter to 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 detention to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the SWFWMD. There are no known natural surface waters within the Development.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0545H demonstrates that the property is located within Flood Zones X with certain portions along the Peace Creek, the C.R. 653 Right of Way, and other isolated wetlands lying in Zone AE. A relatively small amount of floodplain encroachment and associated compensation has been designed and permitted.

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 Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP has been prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

Public Roadways

The proposed public right of ways within the Development are primarily 50 feet in width with wider sections for the boulevard entrance. The roadways will primarily consist of 22 ft. of asphalt pavement and Miami curb or Type F curb and gutter on each side. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. All roadways within the District will be open to the general public.

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 the public. As stated above, the District's funding of roadway construction is expected to occur for all public roadways within the Development.

Water and Wastewater Facilities

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the development. The water service provider will be the City of Winter Haven. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way along C.R. 653 and within the District. This water will provide the potable (domestic) and fire protection services which will serve the lands within the District. In order to reach and serve the project,

offsite utility extensions are necessary, bringing lines from the north down CR 653 and looping them back again to the north via an existing easement which will be dedicated for public purposes.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The wastewater service provider will be the City of Winter Haven. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed primarily inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. This proposed gravity sewer system will connect to one of two proposed public lift stations within the Development, both of which will be City owned and maintained.

Reclaimed water is not proposed for this project. For the irrigation of the public right of ways and common areas, either an irrigation well will be funded and constructed by the District, or irrigation water service will be provided as part of the domestic water system design. Any water, sewer, or reclaimed water pipes or facilities placed on private property will not be publicly funded.

Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the Developments entrances on C.R. 653 as well as offsite extensions for water and wastewater utilities to serve the project. At this time, there are no finalized impact fee credits or other cost-share agreements associated with the aforementioned off-site improvements; however, the developer is currently in negotiation with the City on a Developers Agreement to address cost-sharing. Should this Developers Agreement be finalized, this Report may be amended accordingly.

The site construction activities associated with the CIP are anticipated for completion in early 2023. Upon completion of the improvements, inspections will occur and certifications will be obtained from the SWFWMD, the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City/County.

Amenities and Parks

The District will provide funding for a primary amenity center to include parking areas, a clubhouse with restroom facilities, pool, and a tot lot. A secondary amenity area will also be provided which includes parking areas, a recreational pavilion, open space and walking trails. All paths, parks, etc. discussed in this paragraph are available to the general public.

Electric and Lighting

The electric distribution system serving the Development is currently planned to be underground. The District presently intends to fund the cost of the electric conduit, transformer/cabinet pads, and electric manholes required by the District. The District shall fund only the difference in cost from overhead versus underground. Electric facilities funded by the District will be owned and maintained by the District, with Duke Energy providing underground electrical service to the Development. The CDD presently intends to purchase, install, and maintain the street lighting along the internal roadways within the CDD or enter into a Lighting Agreement with Duke Energy for operation and maintenance of the street light poles and lighting service to the District. Only the differential cost of undergrounding of wire in public right-of-way on District land is included.

Entry Feature, Landscaping, and Irrigation

Landscaping, irrigation, and entry features will be provided by the District. It is anticipated, though not confirmed at this time, that the irrigation system will use an irrigation well. The well and irrigation water mains to the various phases of the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping where provided will consist of sod, shrubs, ground cover and trees for certain common areas within the Development. These items will be funded, owned and maintained by the CDD.

Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, the differential cost of undergrounding electrical lines, and certain permits and professional fees as described in this

report, are being financed by the District with the intention for benefiting all of 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 planned development.

VI. PERMITTING

Construction permits for the Development are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and City Construction Plan Approval. The following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	Approved
SWFWMD ERP	Approved
City Construction Plan Approval	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved
FDEP NOI	Approved
ACOE	Not Applicable

VII. RECOMMENDATION

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

Items utilized in the *Opinion of Probable Costs* for this Report are based upon proposed planned

infrastructure as shown on construction drawings incorporating the required specifications found in the most current City, County & SWFWMD regulations.

VIII. REPORT MODIFICATION

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

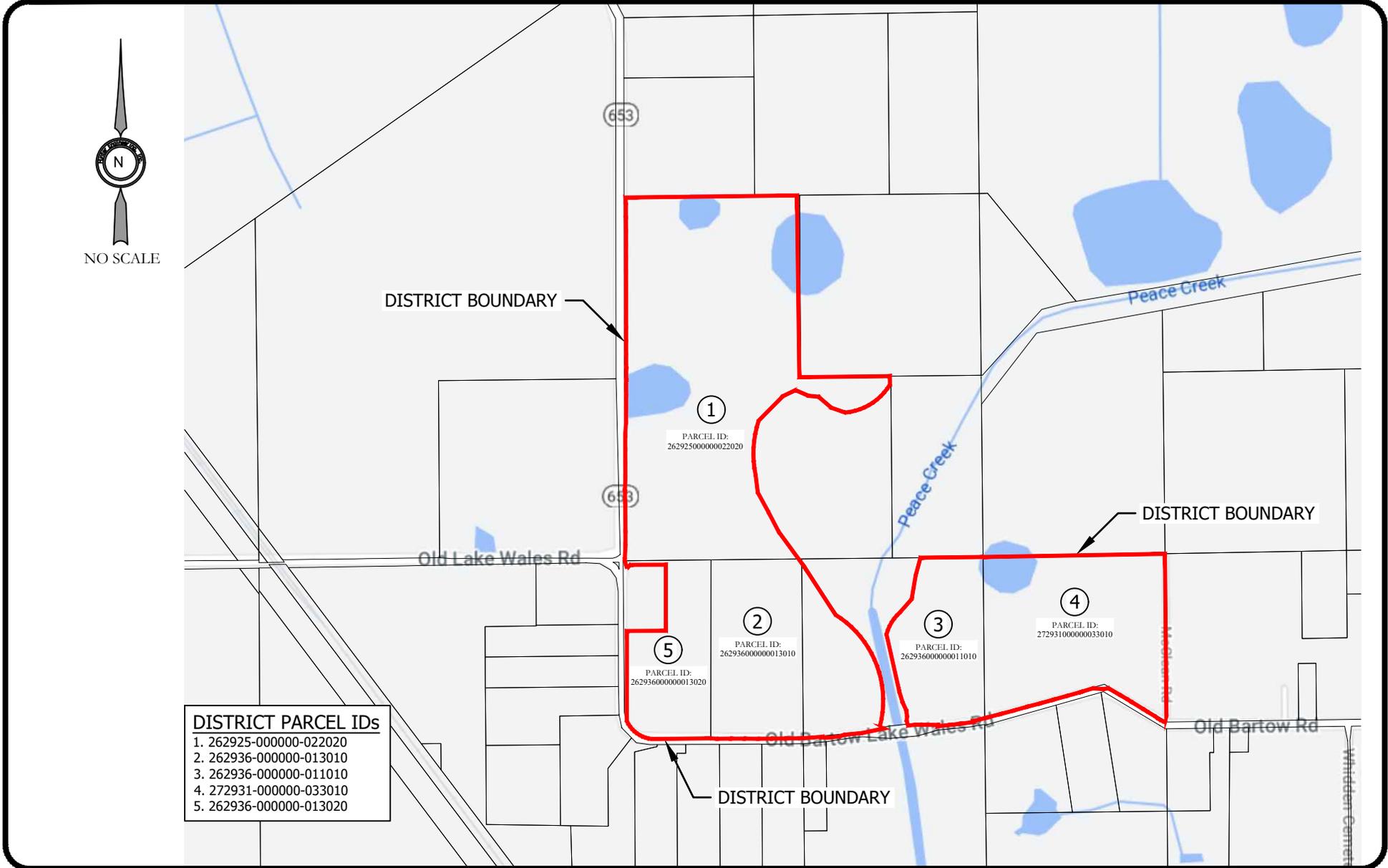
IX. CONCLUSION

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 at least equal to the costs of such improvements.

The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the area. 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 professional opinion that the proposed public infrastructure improvements when constructed and built in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site

contractors and consultants in the area, which we believe to be necessary in order to facilitate accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the proposed CIP can be completed at the cost as stated.



LOCATION MAP

PEACE CREEK
COMMUNITY DEVELOPMENT
DISTRICT

Prepared By

HUNTER ENGINEERING, INC.

Certificate of Authorization #8394

4900 Dundee Road
Winter Haven, FL 33884

Telephone: 863-676-7770
Facsimile: 863-965-0181

LEGEND

— COMMUNITY DEVELOPMENT
DISTRICT BOUNDARY

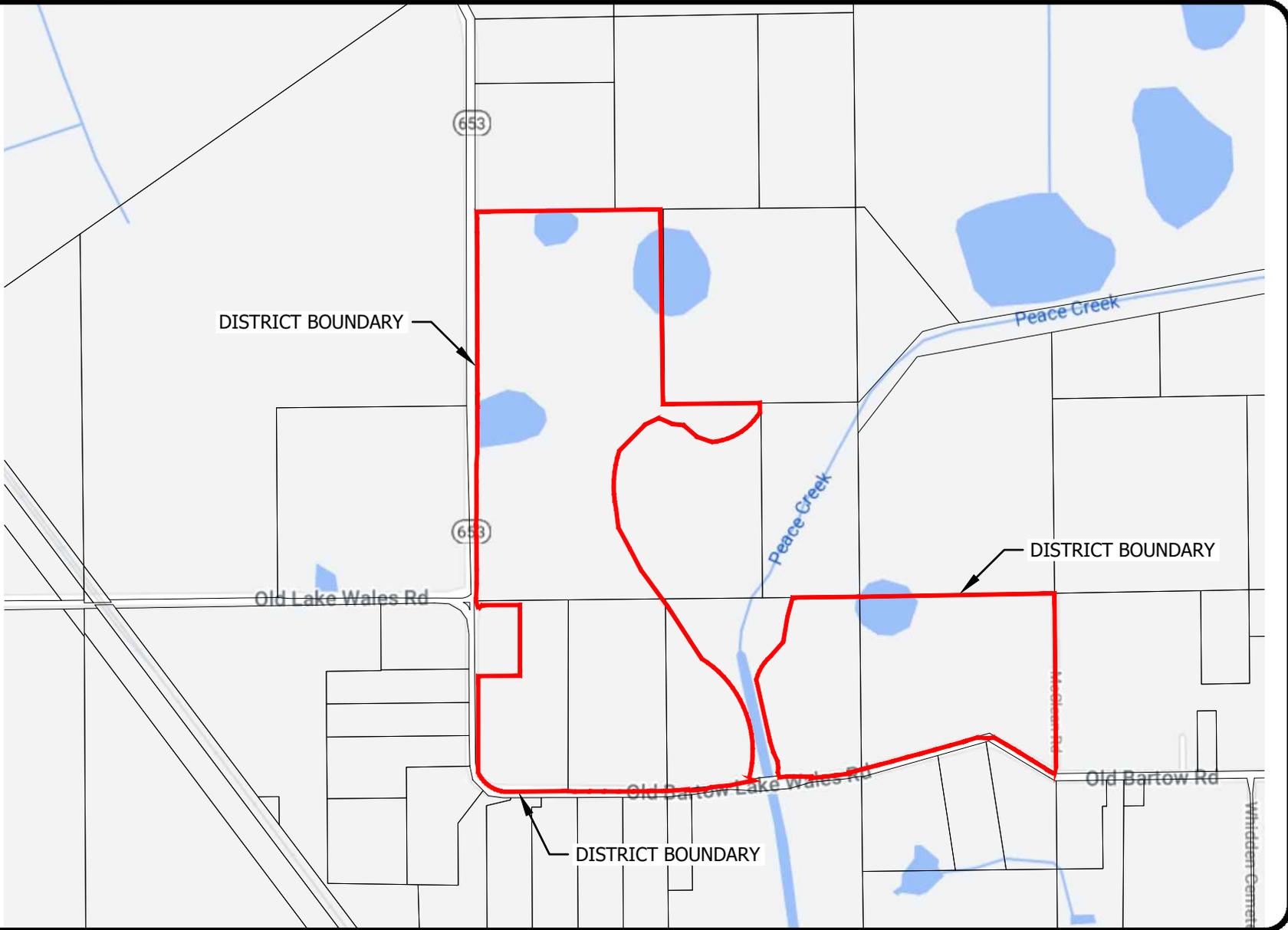
PARCEL ID:
262936000000011020 PARCEL ID NUMBER

Date: March 24, 2022

Exhibit 1



NO SCALE



DISTRICT BOUNDARY

PEACE CREEK
COMMUNITY DEVELOPMENT
DISTRICT

Prepared By

HUNTER ENGINEERING, INC.

Certificate of Authorization #8394

4900 Dundee Road
Winter Haven, FL 33884

Telephone: 863-676-7770
Facsimile: 863-965-0181

LEGEND

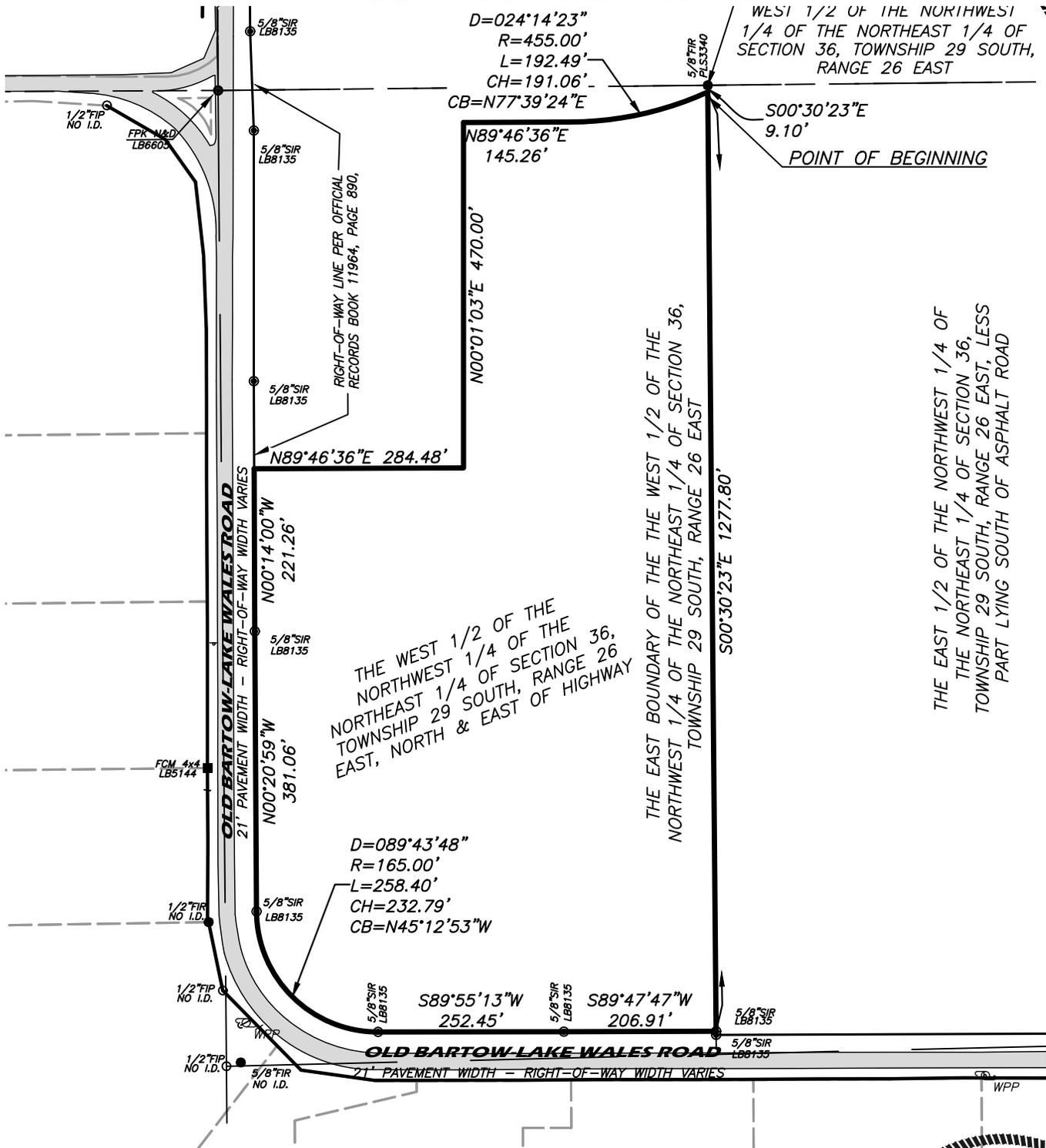
— COMMUNITY DEVELOPMENT
DISTRICT BOUNDARY

Date: March 24, 2022

Exhibit 2

LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 1 OF 2 COMPOSITE EXHIBIT 3

North 1" = 200'



THE WEST 1/2 OF THE
NORTHWEST 1/4 OF SECTION 36,
TOWNSHIP 29 SOUTH, RANGE 26
EAST, NORTH & EAST OF HIGHWAY

THE EAST BOUNDARY OF THE WEST 1/2 OF THE
NORTHWEST 1/4 OF SECTION 36,
TOWNSHIP 29 SOUTH, RANGE 26 EAST

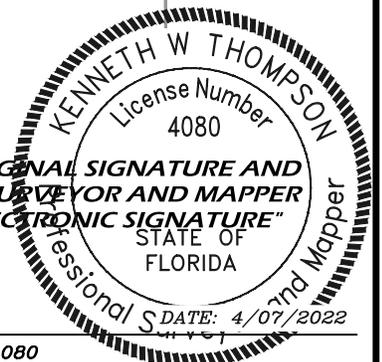
THE EAST 1/2 OF THE NORTHWEST 1/4 OF
THE NORTHWEST 1/4 OF SECTION 36,
TOWNSHIP 29 SOUTH, RANGE 26 EAST, LESS
PART LYING SOUTH OF ASPHALT ROAD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



1925 Bartow Road, Suite 101, Lakeland, Florida 33801
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**STATE OF FLORIDA AUTHORIZATION FOR:
SURVEYING AND MAPPING BUSINESS - LB 8135**

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"



KENNETH W. THOMPSON P.L.S. #4080

S:\ACTIVE\CENTERSTATE DEVELOPMENT\B&B RANCH\PEACE CREEK CDD EXHIBIT THREE-04-07-2022.dwg, 4/7/2022 12:46 PM, Ken Thompson

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 2 OF 2
COMPOSITE EXHIBIT 3**

LEGAL DESCRIPTION:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 00°30'23" EAST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 9.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°30'23" EAST, ALONG THE AFORESAID EAST BOUNDARY, A DISTANCE OF 1277.80 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY AND NORTHERLY ALONG SAID RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES: THENCE 1.) SOUTH 89°47'47" WEST, 206.91 FEET; THENCE 2.) SOUTH 89°55'13" WEST, 252.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 3.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 4.) NORTH 00°20'59" WEST, 381.06 FEET; THENCE 5.) NORTH 00°14'00" WEST, 221.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°46'36" EAST, 284.48 FEET; THENCE NORTH 00°01'03" EAST, 470.00 FEET; THENCE NORTH 89°46'36" EAST, 145.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 455.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 24°14'23" (CHORD = 191.06 FEET, CHORD BEARING = NORTH 77°39'24" EAST) FOR A DISTANCE OF 192.49 FEET TO THE POINT OF BEGINNING.

CONTAINING: 14.50 ACRES, MORE OR LESS TO THE RIGHT-OF-WAY OF RECORD.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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**STATE OF FLORIDA AUTHORIZATION FOR:
SURVEYING AND MAPPING BUSINESS - LB 8135**

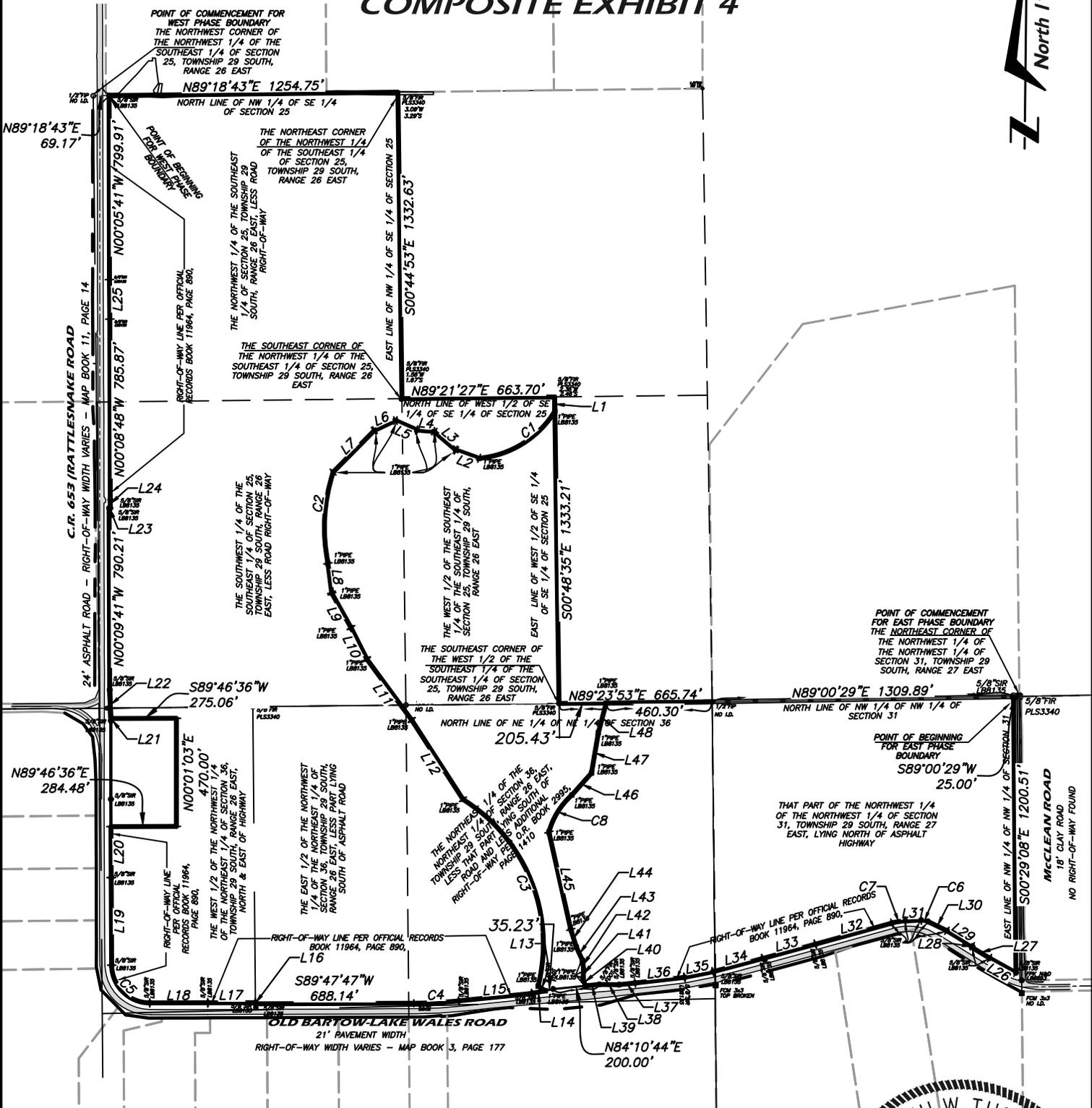
"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"



KENNETH W. THOMPSON P.L.S. #4080

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LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 1 OF 4 COMPOSITE EXHIBIT 4



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.

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SURVEYING & MAPPING

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KENNETH W THOMPSON
License Number
4080
Professional Surveyor and Mapper
STATE OF
FLORIDA

DATE: 04/07/2022

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**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 2 OF 4
COMPOSITE EXHIBIT 4**

WETLANDS LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00°48'35"E	62.40'
L2	N70°24'59"W	107.64'
L3	N49°28'29"W	123.71'
L4	N84°51'47"W	74.58'
L5	N66°17'16"W	102.70'
L6	S64°49'03"W	101.47'
L7	S44°43'44"W	254.58'
L8	S07°17'19"E	130.22'
L9	S29°04'55"E	171.82'
L10	S26°39'14"E	153.45'
L11	S36°24'38"E	328.48'
L12	S32°50'05"E	410.68'
L13	S56°52'16"E	36.75'
L14	S78°22'56"W	59.16'
L15	S84°13'05"W	318.71'
L16	N00°30'23"W	5.00'

WETLANDS LINE TABLE		
LINE #	DIRECTION	LENGTH
L17	S89°47'47"W	206.91'
L18	S89°55'13"W	252.45'
L19	N00°20'59"W	381.06'
L20	N00°14'00"W	221.26'
L21	S44°47'50"W	14.12'
L22	N02°10'42"W	135.06'
L23	N89°50'19"E	5.00'
L24	N00°09'41"W	35.92'
L25	N00°28'56"W	171.79'
L26	N61°01'45"W	130.88'
L27	N58°32'08"W	91.40'
L28	N31°27'52"E	5.00'
L29	N58°32'08"W	128.97'
L30	N64°10'11"W	92.09'
L31	S87°14'27"W	69.08'
L32	S74°33'14"W	345.25'

WETLANDS LINE TABLE		
LINE #	DIRECTION	LENGTH
L33	S74°43'01"W	236.80'
L34	S75°05'30"W	223.71'
L35	S78°56'09"W	126.07'
L36	S83°25'25"W	216.28'
L37	S84°13'05"W	70.12'
L38	N89°21'10"W	86.93'
L39	S84°10'44"W	60.17'
L40	N16°19'58"W	34.60'
L41	N05°18'29"E	34.18'
L42	N07°08'50"W	43.87'
L43	N24°46'49"W	63.08'
L44	N17°26'05"W	80.90'
L45	N12°38'52"W	434.02'
L46	N41°43'49"E	128.37'
L47	N09°36'04"E	178.12'
L48	N14°54'24"E	133.53'

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	053°24'21"	430.99'	401.73'	387.35'	S58°04'31"W
C2	029°56'51"	769.48'	402.19'	397.63'	S03°14'15"W
C3	072°17'01"	742.42'	936.63'	875.74'	S21°55'40"E
C4	005°34'42"	2020.00'	196.66'	196.59'	S87°00'26"W
C5	089°43'48"	165.00'	258.40'	232.79'	N45°12'53"W
C6	028°35'22"	59.79'	29.83'	29.53'	N78°27'52"W
C7	012°41'13"	267.33'	59.20'	59.07'	S80°53'50"W
C8	033°05'49"	332.09'	191.83'	189.17'	N31°46'44"E

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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KENNETH W. THOMPSON P.L.S. #4080

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**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 3 OF 4
COMPOSITE EXHIBIT 4**

LEGAL DESCRIPTION: WEST PHASE

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 26 EAST AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°18'43" EAST ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 69.17 FEET TO THE EAST RIGHT-OF-WAY LINE OF C.R. 653 (RATTLESNAKE ROAD) AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°18'43" EAST ALONG THE AFORESAID NORTH BOUNDARY, A DISTANCE OF 1254.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 00°44'53" EAST ALONG THE EAST BOUNDARY THEREOF A DISTANCE OF 1332.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25; THENCE NORTH 89°21'27" EAST ALONG THE NORTH BOUNDARY OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 663.70 FEET TO THE EAST BOUNDARY THEREOF; THENCE SOUTH 00°48'35" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 62.40 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 430.99 FEET; THENCE DEPARTING SAID EAST BOUNDARY AND SOUTHWESTERLY ALONG THE ARC OF THE AFORESAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 53°24'21" (CHORD = 387.35 FEET, CHORD BEARING = SOUTH 58°04'31" WEST) FOR A DISTANCE OF 401.73 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 70°24'59" WEST A DISTANCE OF 107.64 FEET; THENCE NORTH 49°28'29" WEST A DISTANCE OF 123.71 FEET; THENCE NORTH 84°51'47" WEST A DISTANCE OF 74.58 FEET; THENCE NORTH 66°17'16" WEST A DISTANCE OF 102.70 FEET; THENCE SOUTH 64°49'03" WEST A DISTANCE OF 101.47 FEET; THENCE SOUTH 44°43'44" WEST A DISTANCE OF 254.58 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 769.48 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 29°56'51" (CHORD = 397.63 FEET, CHORD BEARING = SOUTH 03°14'15" WEST) FOR A DISTANCE OF 402.19 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, SOUTH 07°17'19" EAST A DISTANCE OF 130.22 FEET; THENCE SOUTH 29°04'55" EAST A DISTANCE OF 171.82 FEET; THENCE SOUTH 26°39'14" EAST A DISTANCE OF 153.45 FEET; THENCE SOUTH 36°24'38" EAST A DISTANCE OF 328.48 FEET; THENCE SOUTH 32°50'05" EAST A DISTANCE OF 410.68 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 742.42 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 72°17'01" (CHORD = 875.74 FEET, CHORD BEARING = SOUTH 21°55'40" EAST) FOR A DISTANCE OF 936.63 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, SOUTH 56°52'16" EAST A DISTANCE OF 36.75 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED AND SET FORTH IN THAT ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2995, PAGE 1410, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 78°22'56" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.16 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING NINE (9) COURSES: 1.) SOUTH 84°13'05" WEST, 318.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2020.00 FEET; THENCE 2.) WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 05°34'42" (CHORD = 196.59, CHORD BEARING = SOUTH 87°00'26" WEST) A DISTANCE OF 196.66 FEET TO THE POINT OF TANGENCY; THENCE 3.) SOUTH 89°47'47" WEST, 688.14 FEET TO THE INTERSECTION WITH THE WEST BOUNDARY OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE 4.) NORTH 00°30'23" WEST ALONG SAID WEST BOUNDARY, AND SAID RIGHT-OF-WAY, A DISTANCE OF 5.00 FEET; THENCE 5.) SOUTH 89°47'47" WEST, 206.91 FEET; THENCE 6.) SOUTH 89°55'13" WEST, 252.45 FEET TO THE POINT OF TANGENCY WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 7.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 8.) NORTH 00°20'59" WEST, 381.06 FEET; THENCE 9.) NORTH 00°14'00" WEST, 221.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°46'36" EAST, 284.48 FEET; THENCE NORTH 00°01'03" EAST, 470.00 FEET; THENCE SOUTH 89°46'36" WEST, 275.06 FEET; THENCE SOUTH 44°47'50" WEST, 14.12 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THE SAME ALSO BEING THE EAST RIGHT-OF-WAY OF C.R. 653 (RATTLESNAKE ROAD); THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY, THE FOLLOWING SEVEN (7) COURSES: 1.) THENCE NORTH 02°10'42" WEST, 135.06 FEET; THENCE 2.) NORTH 00°09'41" WEST, 790.21 FEET; THENCE 3.) NORTH 89°50'19" EAST, 5.00 FEET; THENCE 4.) NORTH 00°09'41" WEST, 35.92 FEET; THENCE 5.) NORTH 00°08'48" WEST, 785.87 FEET; THENCE 6.) NORTH 00°28'56" WEST, 171.79 FEET; THENCE 7.) NORTH 00°05'41" WEST A DISTANCE OF 799.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 119.80 ACRES, MORE OR LESS, TO THE DEDICATED RIGHTS-OF-WAY DESCRIBED AND SHOWN.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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KENNETH W. THOMPSON P.L.S. #4080

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**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 4 OF 4
COMPOSITE EXHIBIT 4**

LEGAL DESCRIPTION: EAST PHASE

THAT PART OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE SOUTH 89°00'29" WEST ALONG THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31 A DISTANCE OF 25.00 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY OF McCLELLAND ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE SOUTH 00°29'08" EAST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 1200.51 FEET TO THE NORTHERLY RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THE AFORESAID QUIT CLAIM DEED; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING FIFTEEN (15) COURSES: 1.) NORTH 61°01'45" WEST A DISTANCE OF 130.88 FEET; THENCE 2.) NORTH 58°32'08" WEST A DISTANCE OF 91.40 FEET; THENCE 3.) NORTH 31°27'52" EAST A DISTANCE OF 5.00 FEET; THENCE 4.) NORTH 58°32'08" WEST A DISTANCE OF 128.97 FEET; THENCE 5.) NORTH 64°10'11" WEST A DISTANCE OF 92.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 59.79 FEET; THENCE 6.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 28°35'22" (CHORD = 29.53 FEET, CHORD BEARING = NORTH 78°27'52" WEST) FOR A DISTANCE OF 29.83 FEET TO THE POINT OF TANGENCY; THENCE 7.) SOUTH 87°14'27" WEST A DISTANCE OF 69.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 267.33 FEET; THENCE 8.) WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 12°41'13" (CHORD = 59.07 FEET, CHORD BEARING = SOUTH 80°53'50" WEST) FOR A DISTANCE OF 59.20 FEET TO THE POINT OF TANGENCY; THENCE 9.) SOUTH 74°33'14" WEST A DISTANCE OF 345.25 FEET; THENCE 10.) SOUTH 74°43'01" WEST A DISTANCE OF 236.80 FEET; THENCE 11.) SOUTH 75°05'30" WEST A DISTANCE OF 223.71 FEET; THENCE 12.) SOUTH 78°56'09" WEST A DISTANCE OF 126.07 FEET; THENCE 13.) SOUTH 83°25'25" WEST A DISTANCE OF 216.28 FEET; THENCE 14.) SOUTH 84°13'05" WEST A DISTANCE OF 70.12 FEET; THENCE 15.) NORTH 89°21'10" WEST A DISTANCE OF 86.93 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY AS DESCRIBED IN THAT ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2995, PAGE 1410, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 84°10'44" WEST ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 60.17 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, NORTH 16°19'58" WEST A DISTANCE OF 34.60 FEET; THENCE NORTH 05°18'29" EAST A DISTANCE OF 34.18 FEET; THENCE NORTH 07°08'50" WEST A DISTANCE OF 43.87 FEET; THENCE NORTH 24°46'49" WEST A DISTANCE OF 63.08 FEET; THENCE NORTH 17°26'05" WEST A DISTANCE OF 80.90 FEET; THENCE NORTH 12°38'52" WEST A DISTANCE OF 434.02 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 332.09 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 33°05'49" (CHORD = 189.17 FEET, CHORD BEARING = NORTH 31°46'44" EAST) FOR A DISTANCE OF 191.83 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 41°43'49" EAST A DISTANCE OF 128.37 FEET; THENCE NORTH 09°36'04" EAST A DISTANCE OF 178.12 FEET; THENCE NORTH 14°54'24" EAST A DISTANCE OF 133.53 FEET TO THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE NORTH 89°23'55" EAST ALONG SAID NORTH BOUNDARY A DISTANCE OF 460.30 FEET TO THE NORTHEAST CORNER THEREOF, THE SAME ALSO BEING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE NORTH 89°00'29" EAST ALONG THE NORTH BOUNDARY OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31 A DISTANCE OF 1309.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 48.75 ACRES, MORE OR LESS, TO THE DEDICATED RIGHTS-OF-WAY SHOWN.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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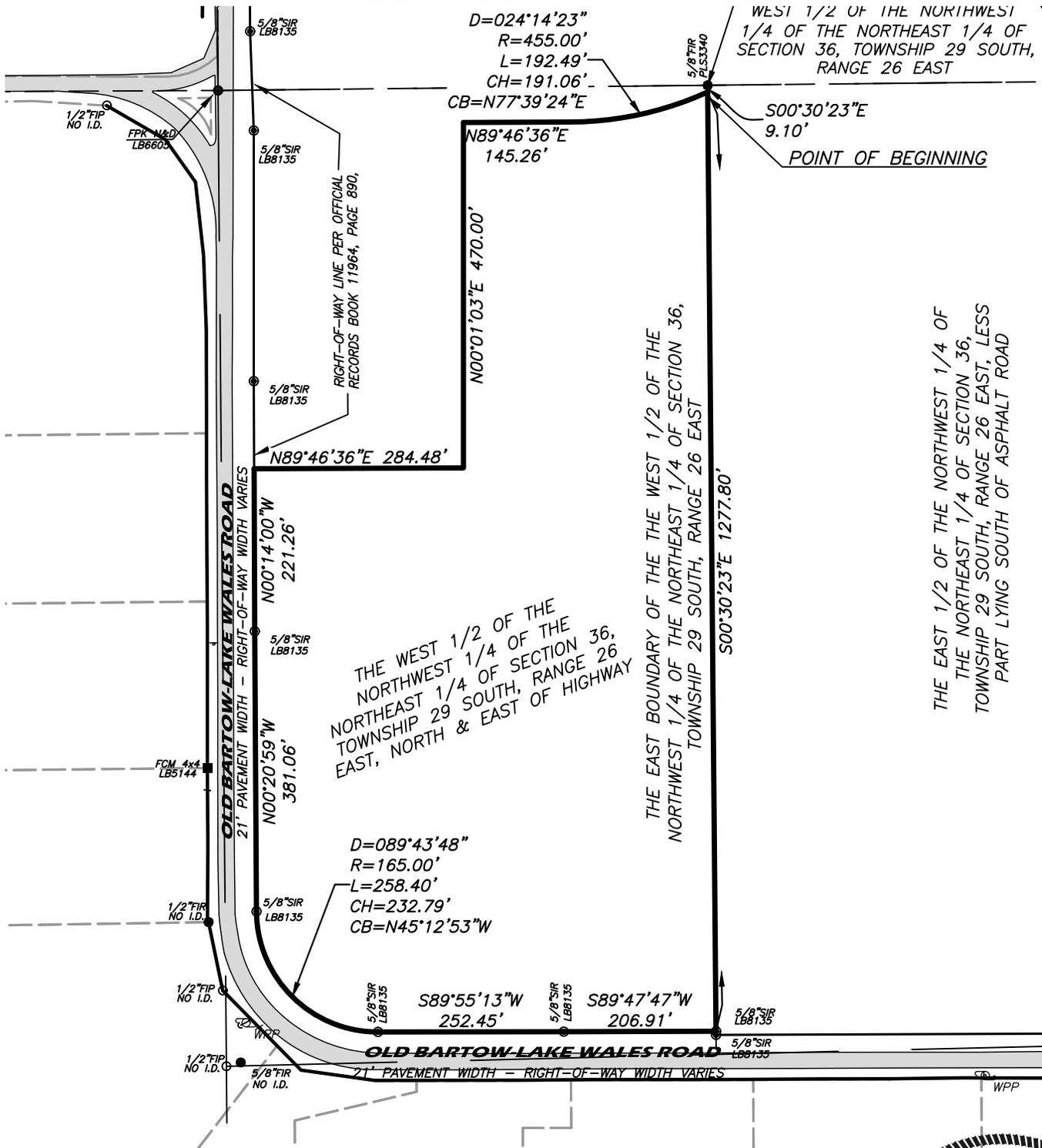


KENNETH W. THOMPSON P.L.S. #4080

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LEGAL DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY SHEET 1 OF 2 COMPOSITE EXHIBIT 3

North 1" = 200'



THE WEST 1/2 OF THE
NORTHWEST 1/4 OF SECTION 36,
TOWNSHIP 29 SOUTH, RANGE 26
EAST, NORTH & EAST OF HIGHWAY

THE EAST BOUNDARY OF THE WEST 1/2 OF THE
NORTHWEST 1/4 OF SECTION 36,
TOWNSHIP 29 SOUTH, RANGE 26 EAST

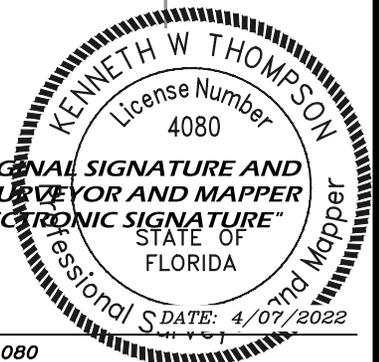
THE EAST 1/2 OF THE NORTHWEST 1/4 OF
THE NORTHWEST 1/4 OF SECTION 36,
TOWNSHIP 29 SOUTH, RANGE 26 EAST, LESS
PART LYING SOUTH OF ASPHALT ROAD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 2 OF 2
COMPOSITE EXHIBIT 3**

LEGAL DESCRIPTION:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 00°30'23" EAST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 9.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°30'23" EAST, ALONG THE AFORESAID EAST BOUNDARY, A DISTANCE OF 1277.80 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY AND NORTHERLY ALONG SAID RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES: THENCE 1.) SOUTH 89°47'47" WEST, 206.91 FEET; THENCE 2.) SOUTH 89°55'13" WEST, 252.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 3.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 4.) NORTH 00°20'59" WEST, 381.06 FEET; THENCE 5.) NORTH 00°14'00" WEST, 221.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°46'36" EAST, 284.48 FEET; THENCE NORTH 00°01'03" EAST, 470.00 FEET; THENCE NORTH 89°46'36" EAST, 145.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 455.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 24°14'23" (CHORD = 191.06 FEET, CHORD BEARING = NORTH 77°39'24" EAST) FOR A DISTANCE OF 192.49 FEET TO THE POINT OF BEGINNING.

CONTAINING: 14.50 ACRES, MORE OR LESS TO THE RIGHT-OF-WAY OF RECORD.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



1925 Bartow Road, Suite 101, Lakeland, Florida 33801
(863) 904-4699 - kthompson@platinumsurveying.com

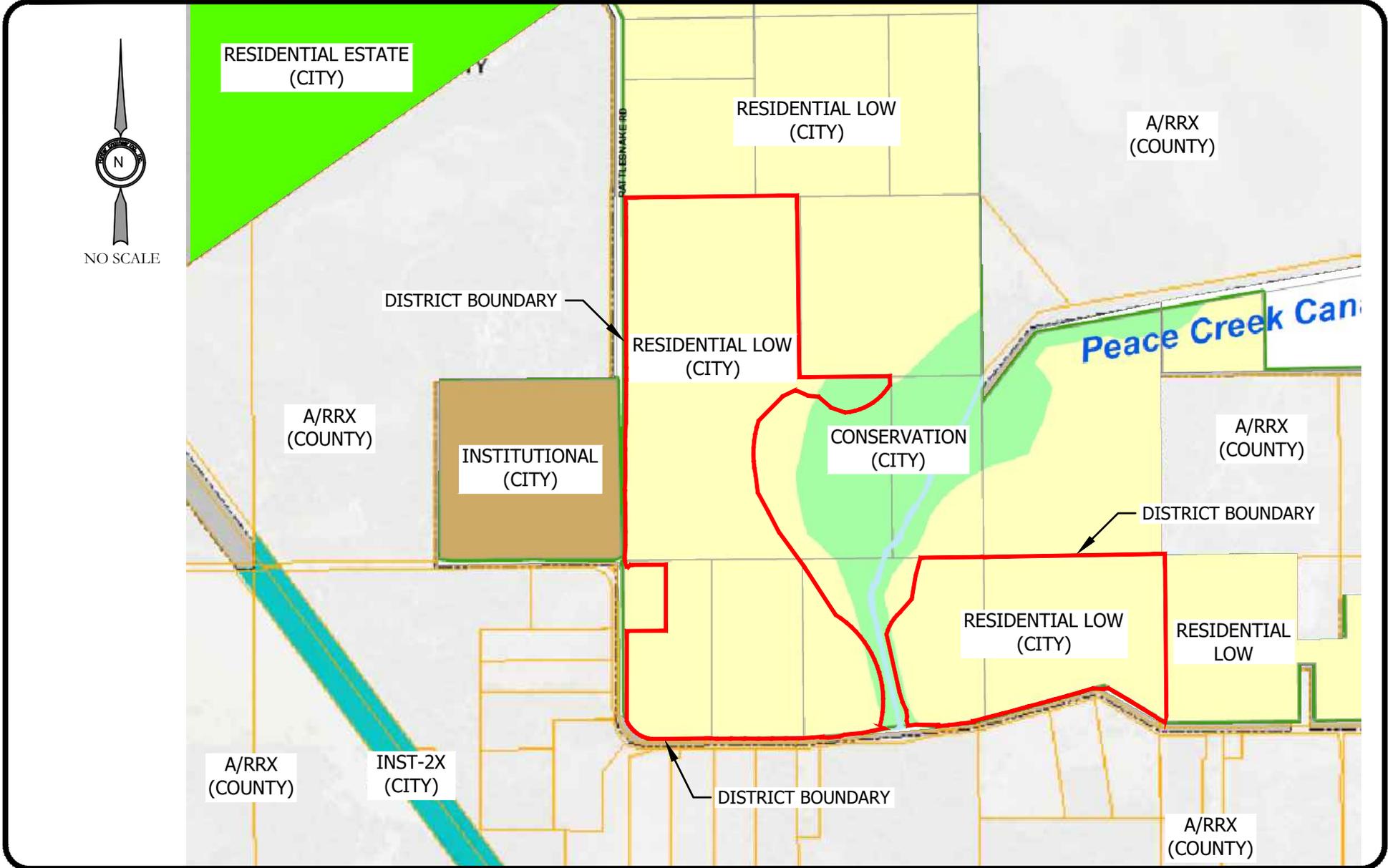
**STATE OF FLORIDA AUTHORIZATION FOR:
SURVEYING AND MAPPING BUSINESS - LB 8135**

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"



KENNETH W. THOMPSON P.L.S. #4080

S:\ACTIVE\CENTERSTATE DEVELOPMENT\B&B RANCH\PEACE CREEK CDD EXHIBIT THREE-04-07-2022.dwg, 4/7/2022 12:46 PM, Ken Thompson



FUTURE LAND USE MAP

PEACE CREEK
COMMUNITY DEVELOPMENT
DISTRICT

Prepared By

HUNTER ENGINEERING, INC.

Certificate of Authorization #8394

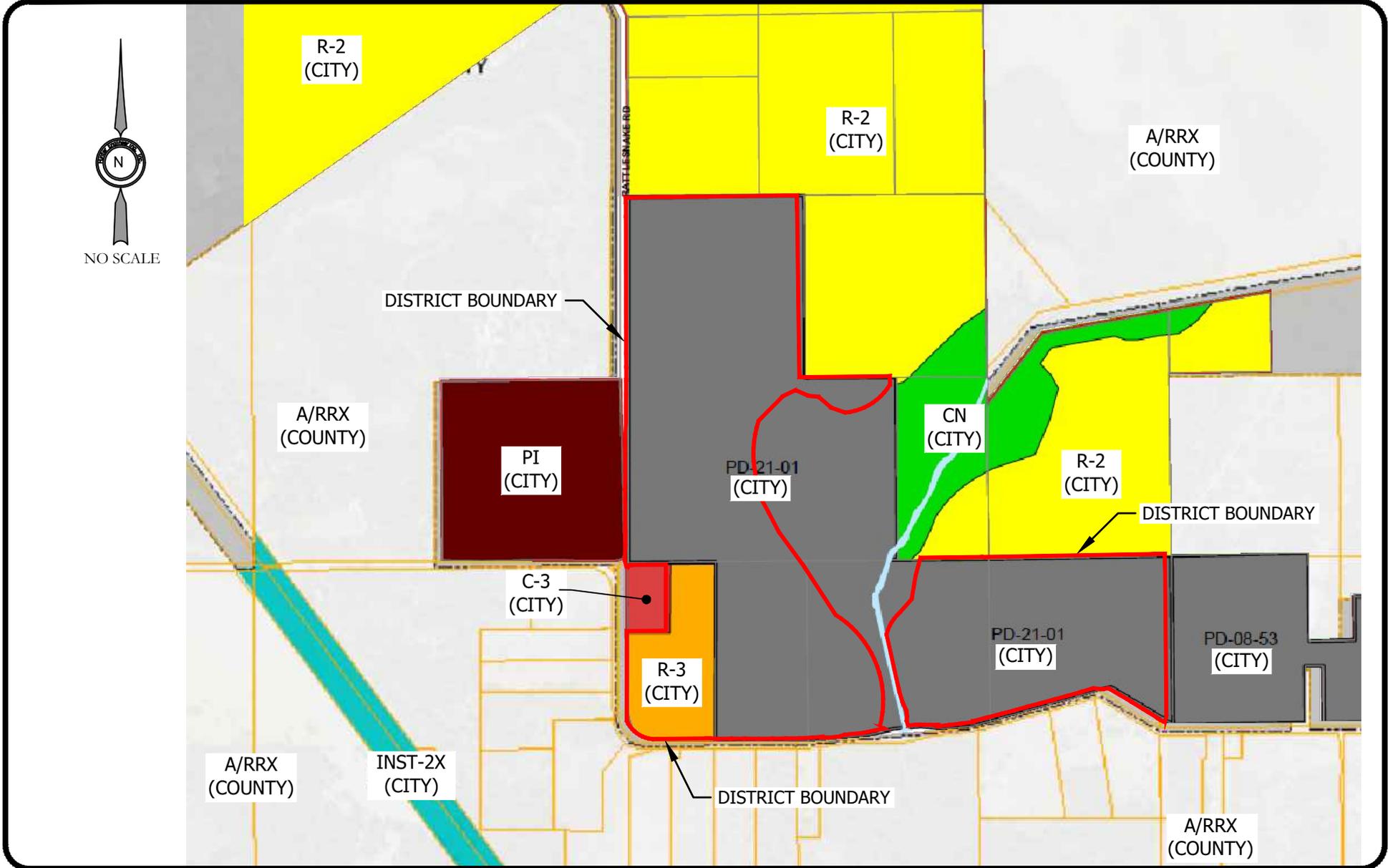
4900 Dundee Road
Winter Haven, FL 33884

Telephone: 863-676-7770
Facsimile: 863-965-0181



Date: March 24, 2022

Exhibit 5



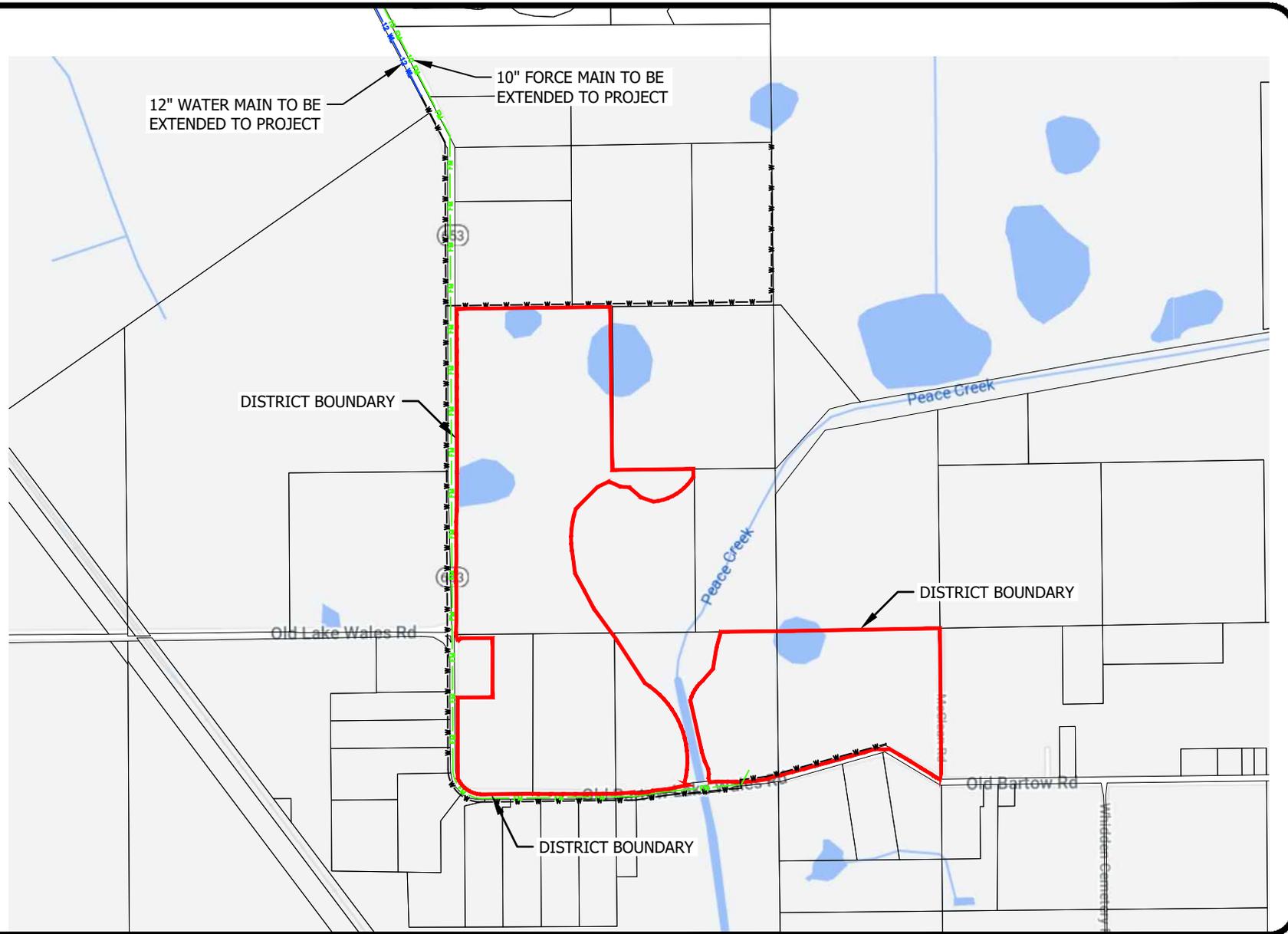
ZONING MAP
 PEACE CREEK
 COMMUNITY DEVELOPMENT
 DISTRICT

Prepared By
HUNTER ENGINEERING, INC.
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 4900 Dundee Road Telephone: 863-676-7770
 Winter Haven, FL 33884 Facsimile: 863-965-0181



Date: March 24, 2022

Exhibit 6



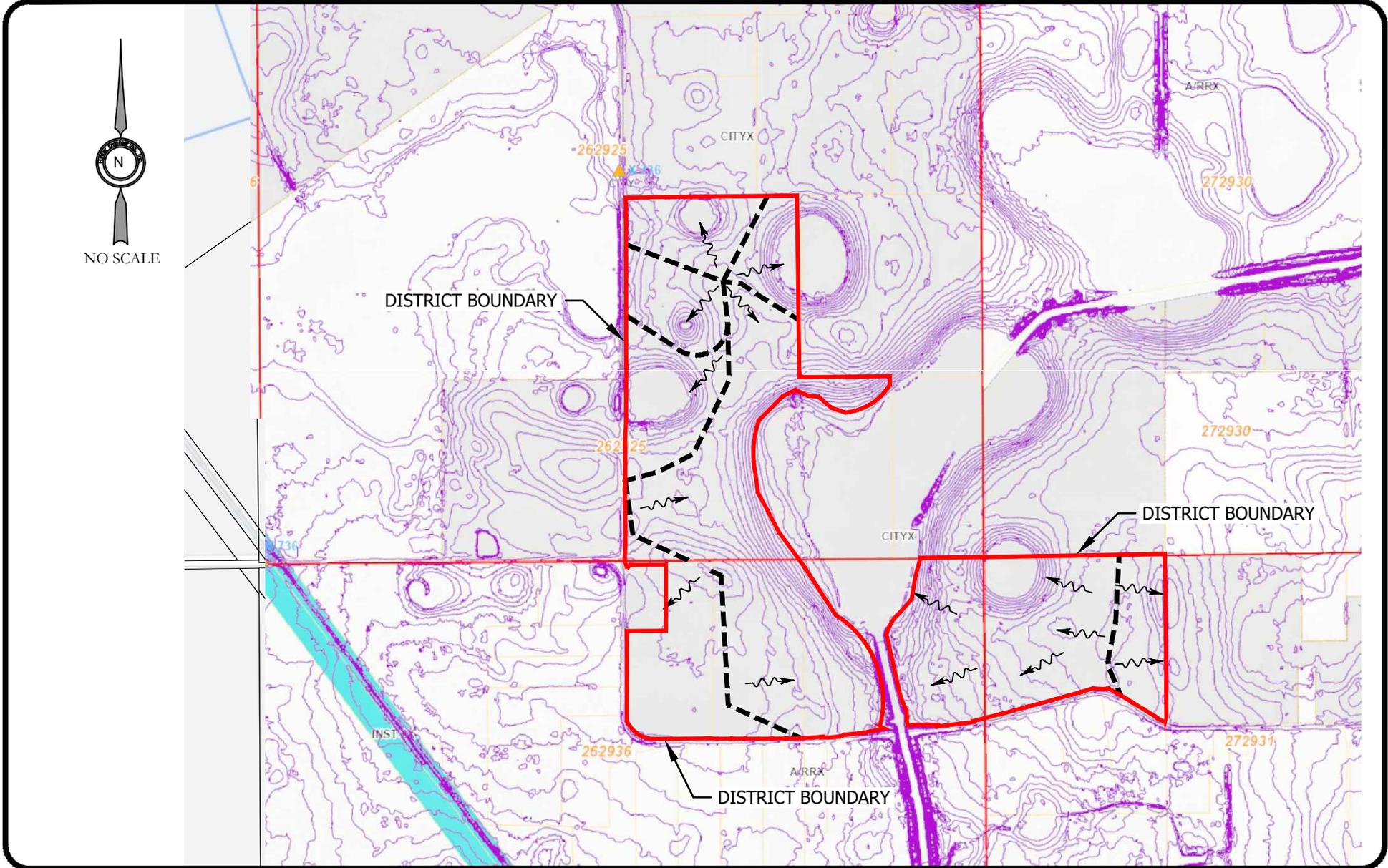
UTILITY LOCATION
PEACE CREEK
COMMUNITY DEVELOPMENT
DISTRICT

Prepared By
HUNTER ENGINEERING, INC.
Certificate of Authorization #8394
4900 Dundee Road Telephone: 863-676-7770
Winter Haven, FL 33884 Facsimile: 863-965-0181

LEGEND	
	PROPOSED WATER MAIN
	PROPOSED FORCE MAIN

Date: March 24, 2022

Exhibit 7



DRAINAGE MAP

PEACE CREEK
COMMUNITY DEVELOPMENT
DISTRICT

Prepared By

HUNTER ENGINEERING, INC.

Certificate of Authorization #8394

4900 Dundee Road
Winter Haven, FL 33884

Telephone: 863-676-7770
Facsimile: 863-965-0181

LEGEND

-  FLOW DIRECTION
-  DRAINAGE BASIN

Date: March 24, 2022

Exhibit 8

Composite Exhibit 9
Peace Creek
Community Development District
Summary of Proposed District Facilities

<i>District Infrastructure</i>	<i>Construction</i>	<i>Ownership</i>	<i>Capital Financing</i> ⁽¹⁾	<i>Operation & Maintenance</i>
Offsite Improvements	<i>District</i>	<i>County (Roadways) City of Winter Haven (Utilities)</i>	<i>District Bonds</i>	<i>County (Roadways) City of Winter Haven (Utilities)</i>
Stormwater Facilities	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>
Water, Sewer, Reclaimed Water, Lift Stations	<i>District</i>	<i>City of Winter Haven</i>	<i>District Bonds</i>	<i>City of Winter Haven</i>
Street Lighting / Conduit ⁽²⁾	<i>District</i> ⁽²⁾	<i>Duke Energy</i>	<i>District Bonds</i> ⁽²⁾	<i>Duke Energy</i>
Roadways & Parking Areas	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>
Entry Feature & Signage	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>
Parks & Recreational Facilities	<i>District</i>	<i>District</i>	<i>District Bonds</i>	<i>District</i>

Notes:

1. *Costs not funded by bonds will be funded by the developer.*
2. *The District shall enter into a lease with Duke Energy for the installation, maintenance and use of the street lighting within the Development. However, the underground conduit for the electrical lines will be installed by the District and the District will fund the differential cost of undergrounding the electrical lines, which includes the conduit.*

Composite Exhibit 9
Peace Creek
Community Development District
Summary of Probable Costs

<i>Infrastructure</i> ⁽¹⁾⁽⁹⁾	<i>Phase 1, 2, & 3 Single Family</i> 553 Lots ^(10, 11, 12, 13) 2022 - 2023	<i>Townhomes</i> 120 Lots 2022 - 2023	<i>Total</i> 553 SF & 120 TH Lots 2022 - 2023
Offsite Improvements ⁽⁶⁾	\$1,939,000	\$133,661	\$2,072,661
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	\$4,147,500	\$771,176	\$4,918,676
Utilities (Water, Sewer, Reclaim, & Street Lighting) ⁽⁵⁾⁽⁶⁾⁽⁸⁾	\$4,700,500	\$1,207,694	\$5,908,194
Roadway ⁽⁴⁾⁽⁵⁾⁽⁶⁾	\$2,765,000	\$540,461	\$3,305,461
Entry Feature ⁽⁶⁾⁽⁷⁾	\$1,106,000	\$0	\$1,106,000
Parks & Recreational Facilities ⁽⁶⁾	\$1,000,000	\$50,000	\$1,050,000
Contingency (20%)	\$3,097,500	\$540,598	\$3,638,098
Totals	\$18,755,500	\$3,243,591	\$21,999,091

Notes:

1. Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot for initial pad construction and lot finishing in conjunction with home construction, both of which will be provided by developer or homebuilder. The cost of transporting any fill to the private lots will not be financed by the District.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2021 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with the Local Electric Utility Provider for the street light poles and lighting service. Only the differential cost of undergrounding of wire in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 553 lots.
10. 94 – 50 foot wide lots and 101 - 40 foot wide lots
11. 79 – 50 foot wide lots and 84 - 40 foot wide lots
12. 94 – 50 foot wide lots and 101 - 40 foot wide lots
13. Single Family Portion of Project proposes 267– 50 foot wide lots, and 286 – 40 foot wide lots.

**AMENDED AND RESTATED MASTER
ASSESSMENT METHODOLOGY**

FOR

**PEACE CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Date: April 26, 2022

Prepared by

**Governmental Management Services - Central Florida, LLC
219 E. Livingston St.
Orlando, FL 32801**

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GMS-CF, LLC does not represent the Peace Creek 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 Peace Creek Community Development District with financial advisory services or
offer investment advice in any form.

1.0 Introduction

The Peace Creek Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance at this time of not to exceed \$28,000,000 of tax-exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Capital Improvement Plan”) within the District more specifically described in the Amended and Restated Engineer’s Report Composite Exhibit 9, dated April 14, 2022 prepared by Hunter Engineering Inc. as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Capital Improvements or Capital Improvement Plan (“Capital Improvements”) that benefit property owners within the District.

1.1 Purpose

This Master Assessment Methodology (the “Assessment Report”) provides for an assessment methodology that allocates 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 Capital Improvements. 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 issued to finance all or a portion of the Capital Improvements. This 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 intends to levy, impose and collect non ad valorem special assessments (“Special Assessments”) on the benefited lands within the District securing repayment of the Bonds based on this Assessment Report. It is anticipated that ultimately 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 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 including those for maintenance and operation of the Bonds, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 168.55 gross acres within Winter Haven, Florida. The development program for the District currently envisions approximately 673 residential units. The proposed development program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

The Capital Improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater

management facilities, utility facilities, roadways, entry features, and park and amenity features. 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 that may be provided by the District and the costs to implement the Capital Improvements.
2. The District Engineer determines the benefit derived from the District's Capital Improvements.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvements.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount 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

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, for properties within its 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 property within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within District would be prohibited by law.

The general public and property owners outside of the District may benefit from the provision of the Capital Improvements. However, any such benefit will be incidental for the purpose of the Capital Improvement Plan, which is designed solely to meet the needs of property within the District. Properties outside of the District boundaries do not depend upon the District's Capital Improvements. The property owners within the District are therefore receiving special benefits not received by the general public and those outside of 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 Capital Improvements being paid for.

- 2) The assessments must be fairly and reasonably allocated or apportioned to the properties being assessed based on the special benefit such properties receive.

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

1.5 Special Benefits Will Equal or Exceed the Costs Allocated

The special benefits provided to the property within the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$21,999,091. The District's Underwriter projects that financing costs required to fund the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$28,000,000. Without the Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District anticipates issuing approximately \$28,000,000 in Bonds in one or more series to fund the District's entire Capital Improvement Plan, provide for capitalized interest, one or more debt service reserve accounts and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$28,000,000 in debt to the properties within the District benefiting from the Capital Improvement Plan. This Assessment Report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvements needed to support the development; these construction costs are outlined in Table 2. The Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$21,999,091. Based on the estimated costs, the size of the Bond issues under current market conditions needed to generate funds to pay for the Capital Improvements and related costs was determined by the District's Underwriter to total approximately \$28,000,000. 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 for the District are completed. Until the platting process occurs, the Capital Improvements funded by District Bonds benefits all acres within the District.

The initial assessments will be levied on an equal basis to all gross acreage 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 from the Capital Improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units (“Assigned Properties”) has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The “Unassigned Properties” defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the assigned properties within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to 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 Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There are three product types within the planned development. The 40’ single-family home has been set as the base unit and has been assigned one equivalent residential unit (“ERU”). Table 4 shows the allocation of benefit to the particular product types. It is important to note that the benefit derived from the Capital Improvements on a particular unit will exceed the cost that the unit 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 Capital Improvements will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities,

roadways, entry features, and park and amenity features. The benefit from the Capital Improvements accrue in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Capital Improvements to the assigned 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 Capital Improvements actually provided.

For the provision of the Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the 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 Special Assessment levied for the Improvement 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 Capital Improvement Plan is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the 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 Capital Improvement Plan have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular 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 the Special 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 assigned properties are built and sold as planned, and the entire proposed Capital Improvement Plan is constructed.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto, 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 approved, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein ("Assigned Property"). In addition, the District must also prevent any buildup of debt on property or land that could be fully conveyed and/or platted without all of the debt being allocated ("Unassigned Property"). To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated Special Assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated Special Assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service 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.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

4.0 Assessment Roll

The District will initially distribute the Special Assessments across the property within the District boundaries on a gross acreage basis. As Assigned Properties become 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 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

TABLE 1
PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use*	Total	ERUs per Unit (1)	Total ERUs
Townhomes	120	0.75	90
Single Family - 40'	286	1	286
Single Family - 50'	267	1.20	320.4
Total Units	673		696

(1) Benefit is allocated on an ERU basis; based on density of planned development TH at .75 ERU, 40 ' lot at 1 ERU, and 50' lot at 1.2 ERU

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

TABLE 2
PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT PLAN COST ESTIMATES
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Offsite Improvements	\$ 2,072,661
Stormwater Management	\$ 4,918,676
Utilities (Water, Sewer, Reclaim & Street Lighting)	\$ 5,908,194
Roadway	\$ 3,305,461
Entry Feature	\$ 1,106,000
Parks and Amenities	\$ 1,050,000
Contingencies	\$ 3,638,098
	\$ 21,999,091

(1) A detailed description of these improvements is provided in the Amended and Restated Engineer's Report dated April 14, 2022.

TABLE 3
PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Bond Sizing		
Description		Total
Construction Funds	\$	21,999,091
Debt Service Reserve	\$	2,034,170
Capitalized Interest	\$	2,940,000
Underwriters Discount	\$	560,000
Cost of Issuance	\$	220,000
Contingency	\$	246,739
Par Amount*	\$	28,000,000

Bond Assumptions:

Average Coupon	6.00%
Amortization	30 years
Capitalized Interest	21 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the :

Prepared by: Governmental Management Services - Central Florida,

TABLE 4
PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Townhomes	120	0.75	90	12.92%	\$ 2,843,076	\$ 23,692
Single Family - 40'	286	1	286	41.07%	\$ 9,034,664	\$ 31,590
Single Family - 50'	267	1.2	320.4	46.01%	\$ 10,121,351	\$ 37,908
	<u>673</u>		<u>696</u>		<u>\$ 21,999,091</u>	

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

TABLE 5
PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Total Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Per Unit
Townhomes	120	\$ 2,843,076	\$ 3,618,610	\$ 30,155
Single Family - 40'	286	\$ 9,034,664	\$ 11,499,138	\$ 40,207
Single Family - 50'	267	\$ 10,121,351	\$ 12,882,251	\$ 48,248
	673	\$ 21,999,091	\$ 28,000,000	

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	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)
Townhomes	120	\$ 3,618,610	\$ 30,155	\$ 262,888	\$ 2,191	\$ 2,356
Single Family - 40'	286	\$ 11,499,138	\$ 40,207	\$ 835,400	\$ 2,921	\$ 3,141
Single Family - 50'	267	\$ 12,882,251	\$ 48,248	\$ 935,882	\$ 3,505	\$ 3,769
	553	\$ 28,000,000		\$ 2,034,170		

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

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

TABLE 7
PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Owner	Property ID #'s	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Lennar Homes	See Attached Legal	168.55	\$ 166,123	\$ 28,000,000	\$ 2,034,170	\$ 2,187,280
Totals		168.55		\$ 28,000,000	\$ 2,034,170	\$ 2,187,280

Annual Assessment Periods	30
Projected Bond Rate (%)	6.00%
Maximum Annual Debt Service	\$2,034,170

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

Prepared by: Governmental Management Services - Central Florida, LLC

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 3 OF 4
COMPOSITE EXHIBIT 4**

LEGAL DESCRIPTION: WEST PHASE

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 26 EAST AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°18'43" EAST ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 69.17 FEET TO THE EAST RIGHT-OF-WAY LINE OF C.R. 653 (RATTLESNAKE ROAD) AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°18'43" EAST ALONG THE AFORESAID NORTH BOUNDARY, A DISTANCE OF 1254.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 00°44'53" EAST ALONG THE EAST BOUNDARY THEREOF A DISTANCE OF 1332.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25; THENCE NORTH 89°21'27" EAST ALONG THE NORTH BOUNDARY OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 663.70 FEET TO THE EAST BOUNDARY THEREOF; THENCE SOUTH 00°48'35" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 62.40 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 430.99 FEET; THENCE DEPARTING SAID EAST BOUNDARY AND SOUTHWESTERLY ALONG THE ARC OF THE AFORESAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 53°24'21" (CHORD = 387.35 FEET, CHORD BEARING = SOUTH 58°04'31" WEST) FOR A DISTANCE OF 401.73 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 70°24'59" WEST A DISTANCE OF 107.64 FEET; THENCE NORTH 49°28'29" WEST A DISTANCE OF 123.71 FEET; THENCE NORTH 84°51'47" WEST A DISTANCE OF 74.58 FEET; THENCE NORTH 66°17'16" WEST A DISTANCE OF 102.70 FEET; THENCE SOUTH 64°49'03" WEST A DISTANCE OF 101.47 FEET; THENCE SOUTH 44°43'44" WEST A DISTANCE OF 254.58 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 769.48 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 29°56'51" (CHORD = 397.63 FEET, CHORD BEARING = SOUTH 03°14'15" WEST) FOR A DISTANCE OF 402.19 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, SOUTH 07°17'19" EAST A DISTANCE OF 130.22 FEET; THENCE SOUTH 29°04'55" EAST A DISTANCE OF 171.82 FEET; THENCE SOUTH 26°39'14" EAST A DISTANCE OF 153.45 FEET; THENCE SOUTH 36°24'38" EAST A DISTANCE OF 328.48 FEET; THENCE SOUTH 32°50'05" EAST A DISTANCE OF 410.68 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 742.42 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 72°17'01" (CHORD = 875.74 FEET, CHORD BEARING = SOUTH 21°55'40" EAST) FOR A DISTANCE OF 936.63 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, SOUTH 56°52'16" EAST A DISTANCE OF 36.75 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED AND SET FORTH IN THAT ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2995, PAGE 1410, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 78°22'56" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.16 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING NINE (9) COURSES: 1.) SOUTH 84°13'05" WEST, 318.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2020.00 FEET; THENCE 2.) WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 05°34'42" (CHORD = 196.59, CHORD BEARING = SOUTH 87°00'26" WEST) A DISTANCE OF 196.66 FEET TO THE POINT OF TANGENCY; THENCE 3.) SOUTH 89°47'47" WEST, 688.14 FEET TO THE INTERSECTION WITH THE WEST BOUNDARY OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE 4.) NORTH 00°30'23" WEST ALONG SAID WEST BOUNDARY, AND SAID RIGHT-OF-WAY, A DISTANCE OF 5.00 FEET; THENCE 5.) SOUTH 89°47'47" WEST, 206.91 FEET; THENCE 6.) SOUTH 89°55'13" WEST, 252.45 FEET TO THE POINT OF TANGENCY WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 7.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 8.) NORTH 00°20'59" WEST, 381.06 FEET; THENCE 9.) NORTH 00°14'00" WEST, 221.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°46'36" EAST, 284.48 FEET; THENCE NORTH 00°01'03" EAST, 470.00 FEET; THENCE SOUTH 89°46'36" WEST, 275.06 FEET; THENCE SOUTH 44°47'50" WEST, 14.12 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THE SAME ALSO BEING THE EAST RIGHT-OF WAY OF C.R. 653 (RATTLESNAKE ROAD); THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY, THE FOLLOWING SEVEN (7) COURSES: 1.) THENCE NORTH 02°10'42" WEST, 135.06 FEET; THENCE 2.) NORTH 00°09'41" WEST, 790.21 FEET; THENCE 3.) NORTH 89°50'19" EAST, 5.00 FEET; THENCE 4.) NORTH 00°09'41" WEST, 35.92 FEET; THENCE 5.) NORTH 00°08'48" WEST, 785.87 FEET; THENCE 6.) NORTH 00°28'56" WEST, 171.79 FEET; THENCE 7.) NORTH 00°05'41" WEST A DISTANCE OF 799.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 119.80 ACRES, MORE OR LESS, TO THE DEDICATED RIGHTS-OF-WAY DESCRIBED AND SHOWN.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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**STATE OF FLORIDA AUTHORIZATION FOR:
SURVEYING AND MAPPING BUSINESS - LB 8135**

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"
STATE OF FLORIDA
Professional Surveyor and Mapper
Kenneth W. Thompson
License Number 4080
DATE: 04/07/2022
KENNETH W. THOMPSON P.L.S. #4080

S:\ACTIVE\CENTERSTATE DEVELOPMENT\B&B RANCH\PEACE CREEK CDD EXHIBIT FOUR-04-07-2022.dwg, 4/11/2022 3:18 PM, Ken Thompson

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 4 OF 4
COMPOSITE EXHIBIT 4**

LEGAL DESCRIPTION: EAST PHASE

THAT PART OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE SOUTH 89°00'29" WEST ALONG THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31 A DISTANCE OF 25.00 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY OF McCLELLAND ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE SOUTH 00°29'08" EAST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 1200.51 FEET TO THE NORTHERLY RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THE AFORESAID QUIT CLAIM DEED; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING FIFTEEN (15) COURSES: 1.) NORTH 61°01'45" WEST A DISTANCE OF 130.88 FEET; THENCE 2.) NORTH 58°32'08" WEST A DISTANCE OF 91.40 FEET; THENCE 3.) NORTH 31°27'52" EAST A DISTANCE OF 5.00 FEET; THENCE 4.) NORTH 58°32'08" WEST A DISTANCE OF 128.97 FEET; THENCE 5.) NORTH 64°10'11" WEST A DISTANCE OF 92.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 59.79 FEET; THENCE 6.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 28°35'22" (CHORD = 29.53 FEET, CHORD BEARING = NORTH 78°27'52" WEST) FOR A DISTANCE OF 29.83 FEET TO THE POINT OF TANGENCY; THENCE 7.) SOUTH 87°14'27" WEST A DISTANCE OF 69.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 267.33 FEET; THENCE 8.) WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 12°41'13" (CHORD = 59.07 FEET, CHORD BEARING = SOUTH 80°53'50" WEST) FOR A DISTANCE OF 59.20 FEET TO THE POINT OF TANGENCY; THENCE 9.) SOUTH 74°33'14" WEST A DISTANCE OF 345.25 FEET; THENCE 10.) SOUTH 74°43'01" WEST A DISTANCE OF 236.80 FEET; THENCE 11.) SOUTH 75°05'30" WEST A DISTANCE OF 223.71 FEET; THENCE 12.) SOUTH 78°56'09" WEST A DISTANCE OF 126.07 FEET; THENCE 13.) SOUTH 83°25'25" WEST A DISTANCE OF 216.28 FEET; THENCE 14.) SOUTH 84°13'05" WEST A DISTANCE OF 70.12 FEET; THENCE 15.) NORTH 89°21'10" WEST A DISTANCE OF 86.93 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY AS DESCRIBED IN THAT ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2995, PAGE 1410, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 84°10'44" WEST ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 60.17 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, NORTH 16°19'58" WEST A DISTANCE OF 34.60 FEET; THENCE NORTH 05°18'29" EAST A DISTANCE OF 34.18 FEET; THENCE NORTH 07°08'50" WEST A DISTANCE OF 43.87 FEET; THENCE NORTH 24°46'49" WEST A DISTANCE OF 63.08 FEET; THENCE NORTH 17°26'05" WEST A DISTANCE OF 80.90 FEET; THENCE NORTH 12°38'52" WEST A DISTANCE OF 434.02 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 332.09 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 33°05'49" (CHORD = 189.17 FEET, CHORD BEARING = NORTH 31°46'44" EAST) FOR A DISTANCE OF 191.83 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 41°43'49" EAST A DISTANCE OF 128.37 FEET; THENCE NORTH 09°36'04" EAST A DISTANCE OF 178.12 FEET; THENCE NORTH 14°54'24" EAST A DISTANCE OF 133.53 FEET TO THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE NORTH 89°23'55" EAST ALONG SAID NORTH BOUNDARY A DISTANCE OF 460.30 FEET TO THE NORTHEAST CORNER THEREOF, THE SAME ALSO BEING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE NORTH 89°00'29" EAST ALONG THE NORTH BOUNDARY OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31 A DISTANCE OF 1309.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 48.75 ACRES, MORE OR LESS, TO THE DEDICATED RIGHTS-OF-WAY SHOWN.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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KENNETH W. THOMPSON P.L.S. #4080

S:\ACTIVE\CENTERSTATE DEVELOPMENT\B&B RANCH\PEACE CREEK CDD EXHIBIT FOUR-04-07-2022.dwg, 4/11/2022 3:18 PM, Ken Thompson

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 2 OF 2
COMPOSITE EXHIBIT 3**

LEGAL DESCRIPTION:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 00°30'23" EAST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 9.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°30'23" EAST, ALONG THE AFORESAID EAST BOUNDARY, A DISTANCE OF 1277.80 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY AND NORTHERLY ALONG SAID RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES: THENCE 1.) SOUTH 89°47'47" WEST, 206.91 FEET; THENCE 2.) SOUTH 89°55'13" WEST, 252.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 3.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 4.) NORTH 00°20'59" WEST, 381.06 FEET; THENCE 5.) NORTH 00°14'00" WEST, 221.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°46'36" EAST, 284.48 FEET; THENCE NORTH 00°01'03" EAST, 470.00 FEET; THENCE NORTH 89°46'36" EAST, 145.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 455.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 24°14'23" (CHORD = 191.06 FEET, CHORD BEARING = NORTH 77°39'24" EAST) FOR A DISTANCE OF 192.49 FEET TO THE POINT OF BEGINNING.

CONTAINING: 14.50 ACRES, MORE OR LESS TO THE RIGHT-OF-WAY OF RECORD.

S:\ACTIVE\CENTERSTATE DEVELOPMENT\B&B RANCH\PEACE CREEK CDD EXHIBIT THREE-04-07-2022.dwg, 4/7/2022 12:46 PM, Ken Thompson

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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**STATE OF FLORIDA AUTHORIZATION FOR:
SURVEYING AND MAPPING BUSINESS - LB 8135**

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"



KENNETH W. THOMPSON P.L.S. #4080

SECTION C

SECTION 1

RESOLUTION 2022-45

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Peace Creek Community Development District (“District”) was established pursuant to the provisions of Chapter 190, *Florida Statutes*, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapters 170 and 197, *Florida Statutes*, for the acquisition, maintenance, construction, or reconstruction of assessable improvements authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be levied and collected under the provisions of Section 197.3632, *Florida Statutes*, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments (the “Uniform Method”); and

WHEREAS, the Board has previously adopted a resolution declaring the intent to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, over certain lands within the District as described therein; and

WHEREAS, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing on the District’s intent to use the Uniform Method to be advertised weekly in a newspaper of general circulation within Polk County for four (4) consecutive weeks prior to such hearing; and

WHEREAS, the District has held a public hearing pursuant to Section 197.3632, *Florida Statutes*, where public and landowners were allowed to give testimony regarding the use of the Uniform Method; and

WHEREAS, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, for special assessments, including benefit and maintenance assessments, over all the lands in the District as further described in **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Peace Creek Community Development District upon conducting its public hearing as required by Section 197.3632, *Florida Statutes*, hereby expresses its need and intent to use the Uniform Method of collecting assessments imposed by the District over the lands described in **Exhibit A**, as provided in Chapters 170 and 190, *Florida Statutes*, each of which are non-ad valorem assessments may be collected annually pursuant to the provisions of Chapter 190, *Florida Statutes*, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the Uniform Method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Polk County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 23rd day of August 2022.

ATTEST:

**PEACE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Legal Description of Peace Creek Community Development District

EXHIBIT A
Legal Description of Peace Creek Community Development District

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 3 OF 4
COMPOSITE EXHIBIT 4**

LEGAL DESCRIPTION: WEST PHASE

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 26 EAST AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°18'43" EAST ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 69.17 FEET TO THE EAST RIGHT-OF-WAY LINE OF C.R. 653 (RATTLESNAKE ROAD) AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°18'43" EAST ALONG THE AFORESAID NORTH BOUNDARY, A DISTANCE OF 1254.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 00°44'53" EAST ALONG THE EAST BOUNDARY THEREOF A DISTANCE OF 1332.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25; THENCE NORTH 89°21'27" EAST ALONG THE NORTH BOUNDARY OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 663.70 FEET TO THE EAST BOUNDARY THEREOF; THENCE SOUTH 00°48'35" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 62.40 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 430.99 FEET; THENCE DEPARTING SAID EAST BOUNDARY AND SOUTHWESTERLY ALONG THE ARC OF THE AFORESAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 53°24'21" (CHORD = 387.35 FEET, CHORD BEARING = SOUTH 58°04'31" WEST) FOR A DISTANCE OF 401.73 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 70°24'59" WEST A DISTANCE OF 107.64 FEET; THENCE NORTH 49°28'29" WEST A DISTANCE OF 123.71 FEET; THENCE NORTH 84°51'47" WEST A DISTANCE OF 74.58 FEET; THENCE NORTH 66°17'16" WEST A DISTANCE OF 102.70 FEET; THENCE SOUTH 64°49'03" WEST A DISTANCE OF 101.47 FEET; THENCE SOUTH 44°43'44" WEST A DISTANCE OF 254.58 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 769.48 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 29°56'51" (CHORD = 397.63 FEET, CHORD BEARING = SOUTH 03°14'15" WEST) FOR A DISTANCE OF 402.19 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, SOUTH 07°17'19" EAST A DISTANCE OF 130.22 FEET; THENCE SOUTH 29°04'55" EAST A DISTANCE OF 171.82 FEET; THENCE SOUTH 26°39'14" EAST A DISTANCE OF 153.45 FEET; THENCE SOUTH 36°24'38" EAST A DISTANCE OF 328.48 FEET; THENCE SOUTH 32°50'05" EAST A DISTANCE OF 410.68 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 742.42 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 72°17'01" (CHORD = 875.74 FEET, CHORD BEARING = SOUTH 21°55'40" EAST) FOR A DISTANCE OF 936.63 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, SOUTH 56°52'16" EAST A DISTANCE OF 36.75 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED AND SET FORTH IN THAT ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2995, PAGE 1410, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 78°22'56" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.16 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING NINE (9) COURSES: 1.) SOUTH 84°13'05" WEST, 318.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2020.00 FEET; THENCE 2.) WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 05°34'42" (CHORD = 196.59, CHORD BEARING = SOUTH 87°00'26" WEST) A DISTANCE OF 196.66 FEET TO THE POINT OF TANGENCY; THENCE 3.) SOUTH 89°47'47" WEST, 688.14 FEET TO THE INTERSECTION WITH THE WEST BOUNDARY OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE 4.) NORTH 00°30'23" WEST ALONG SAID WEST BOUNDARY, AND SAID RIGHT-OF-WAY, A DISTANCE OF 5.00 FEET; THENCE 5.) SOUTH 89°47'47" WEST, 206.91 FEET; THENCE 6.) SOUTH 89°55'13" WEST, 252.45 FEET TO THE POINT OF TANGENCY WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 7.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 8.) NORTH 00°20'59" WEST, 381.06 FEET; THENCE 9.) NORTH 00°14'00" WEST, 221.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°46'36" EAST, 284.48 FEET; THENCE NORTH 00°01'03" EAST, 470.00 FEET; THENCE SOUTH 89°46'36" WEST, 275.06 FEET; THENCE SOUTH 44°47'50" WEST, 14.12 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THE SAME ALSO BEING THE EAST RIGHT-OF WAY OF C.R. 653 (RATTLESNAKE ROAD); THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY, THE FOLLOWING SEVEN (7) COURSES: 1.) THENCE NORTH 02°10'42" WEST, 135.06 FEET; THENCE 2.) NORTH 00°09'41" WEST, 790.21 FEET; THENCE 3.) NORTH 89°50'19" EAST, 5.00 FEET; THENCE 4.) NORTH 00°09'41" WEST, 35.92 FEET; THENCE 5.) NORTH 00°08'48" WEST, 785.87 FEET; THENCE 6.) NORTH 00°28'56" WEST, 171.79 FEET; THENCE 7.) NORTH 00°05'41" WEST A DISTANCE OF 799.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 119.80 ACRES, MORE OR LESS, TO THE DEDICATED RIGHTS-OF-WAY DESCRIBED AND SHOWN.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



6700 South Florida Avenue, Suite 1, Lakeland, Florida 33813
(863) 904-4699 - kthompson@platinumsurveying.com
**STATE OF FLORIDA AUTHORIZATION FOR:
SURVEYING AND MAPPING BUSINESS - LB 8135**

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"
STATE OF FLORIDA
Professional Surveyor and Mapper
Kenneth W. Thompson
License Number 4080
DATE: 04/07/2022
KENNETH W. THOMPSON P.L.S. #4080

S:\ACTIVE\CENTERSTATE DEVELOPMENT\B&B RANCH\PEACE CREEK CDD EXHIBIT FOUR-04-07-2022.dwg, 4/11/2022 3:18 PM, Ken Thompson

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 4 OF 4
COMPOSITE EXHIBIT 4**

LEGAL DESCRIPTION: EAST PHASE

THAT PART OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE SOUTH 89°00'29" WEST ALONG THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31 A DISTANCE OF 25.00 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY OF McCLELLAND ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE SOUTH 00°29'08" EAST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 1200.51 FEET TO THE NORTHERLY RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THE AFORESAID QUIT CLAIM DEED; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING FIFTEEN (15) COURSES: 1.) NORTH 61°01'45" WEST A DISTANCE OF 130.88 FEET; THENCE 2.) NORTH 58°32'08" WEST A DISTANCE OF 91.40 FEET; THENCE 3.) NORTH 31°27'52" EAST A DISTANCE OF 5.00 FEET; THENCE 4.) NORTH 58°32'08" WEST A DISTANCE OF 128.97 FEET; THENCE 5.) NORTH 64°10'11" WEST A DISTANCE OF 92.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 59.79 FEET; THENCE 6.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 28°35'22" (CHORD = 29.53 FEET, CHORD BEARING = NORTH 78°27'52" WEST) FOR A DISTANCE OF 29.83 FEET TO THE POINT OF TANGENCY; THENCE 7.) SOUTH 87°14'27" WEST A DISTANCE OF 69.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 267.33 FEET; THENCE 8.) WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 12°41'13" (CHORD = 59.07 FEET, CHORD BEARING = SOUTH 80°53'50" WEST) FOR A DISTANCE OF 59.20 FEET TO THE POINT OF TANGENCY; THENCE 9.) SOUTH 74°33'14" WEST A DISTANCE OF 345.25 FEET; THENCE 10.) SOUTH 74°43'01" WEST A DISTANCE OF 236.80 FEET; THENCE 11.) SOUTH 75°05'30" WEST A DISTANCE OF 223.71 FEET; THENCE 12.) SOUTH 78°56'09" WEST A DISTANCE OF 126.07 FEET; THENCE 13.) SOUTH 83°25'25" WEST A DISTANCE OF 216.28 FEET; THENCE 14.) SOUTH 84°13'05" WEST A DISTANCE OF 70.12 FEET; THENCE 15.) NORTH 89°21'10" WEST A DISTANCE OF 86.93 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY AS DESCRIBED IN THAT ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2995, PAGE 1410, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 84°10'44" WEST ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 60.17 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, NORTH 16°19'58" WEST A DISTANCE OF 34.60 FEET; THENCE NORTH 05°18'29" EAST A DISTANCE OF 34.18 FEET; THENCE NORTH 07°08'50" WEST A DISTANCE OF 43.87 FEET; THENCE NORTH 24°46'49" WEST A DISTANCE OF 63.08 FEET; THENCE NORTH 17°26'05" WEST A DISTANCE OF 80.90 FEET; THENCE NORTH 12°38'52" WEST A DISTANCE OF 434.02 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 332.09 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 33°05'49" (CHORD = 189.17 FEET, CHORD BEARING = NORTH 31°46'44" EAST) FOR A DISTANCE OF 191.83 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 41°43'49" EAST A DISTANCE OF 128.37 FEET; THENCE NORTH 09°36'04" EAST A DISTANCE OF 178.12 FEET; THENCE NORTH 14°54'24" EAST A DISTANCE OF 133.53 FEET TO THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE NORTH 89°23'55" EAST ALONG SAID NORTH BOUNDARY A DISTANCE OF 460.30 FEET TO THE NORTHEAST CORNER THEREOF, THE SAME ALSO BEING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE NORTH 89°00'29" EAST ALONG THE NORTH BOUNDARY OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31 A DISTANCE OF 1309.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 48.75 ACRES, MORE OR LESS, TO THE DEDICATED RIGHTS-OF-WAY SHOWN.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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KENNETH W. THOMPSON P.L.S. #4080

S:\ACTIVE\CENTERSTATE DEVELOPMENT\B&B RANCH\PEACE CREEK CDD EXHIBIT FOUR-04-07-2022.dwg, 4/11/2022 3:18 PM, Ken Thompson

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 2 OF 2
COMPOSITE EXHIBIT 3**

LEGAL DESCRIPTION:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 00°30'23" EAST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 9.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°30'23" EAST, ALONG THE AFORESAID EAST BOUNDARY, A DISTANCE OF 1277.80 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY AND NORTHERLY ALONG SAID RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES: THENCE 1.) SOUTH 89°47'47" WEST, 206.91 FEET; THENCE 2.) SOUTH 89°55'13" WEST, 252.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 3.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 4.) NORTH 00°20'59" WEST, 381.06 FEET; THENCE 5.) NORTH 00°14'00" WEST, 221.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°46'36" EAST, 284.48 FEET; THENCE NORTH 00°01'03" EAST, 470.00 FEET; THENCE NORTH 89°46'36" EAST, 145.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 455.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 24°14'23" (CHORD = 191.06 FEET, CHORD BEARING = NORTH 77°39'24" EAST) FOR A DISTANCE OF 192.49 FEET TO THE POINT OF BEGINNING.

CONTAINING: 14.50 ACRES, MORE OR LESS TO THE RIGHT-OF-WAY OF RECORD.

S:\ACTIVE\CENTERSTATE DEVELOPMENT\B&B RANCH\PEACE CREEK CDD EXHIBIT THREE-04-07-2022.dwg, 4/7/2022 12:46 PM, Ken Thompson

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



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**STATE OF FLORIDA AUTHORIZATION FOR:
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"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"



KENNETH W. THOMPSON P.L.S. #4080

SECTION V

RESOLUTION 2022-46

A RESOLUTION OF THE PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Peace Creek Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Winter Haven, Polk County, Florida; and

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT:

1. Regular meetings of the District’s Board shall be held as provided on the schedule attached hereto as **Exhibit A**.
2. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file annually, with Polk County, a schedule of the District’s regular meetings.
3. This Resolution shall take effect immediately upon adoption.

Adopted this 23rd day of August, 2022.

ATTEST:

**PEACE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson

EXHIBIT A

**BOARD OF SUPERVISORS MEETING DATES
PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023**

The Board of Supervisors of the Peace Creek Community Development District will hold their regular meetings for Fiscal Year 2022/2023 on the 2nd Tuesday of each month, at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, FL 33850, at 10:45 a.m., unless otherwise indicated as follows:

**October 11, 2022
November 8, 2022
December 13, 2022
January 10, 2023
February 14, 2023
March 14, 2023
April 11, 2023
May 9, 2023
June 13, 2023
July 11, 2023
August 8, 2023
September 12, 2023**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

SECTION VI

SECTION C

SECTION 1

Peace Creek

Community Development District

Funding Request #2
July 7, 2022

Bill to:

Lennar Homes LLC
6675 Westwood Blvd, 5th Floor
Orlando, FL 32821-8061

General Fund

Payee		
1	Governmental Management Services	
	Invoice # 1 - Management Fees - March 2022	\$ 2,349.91
	Invoice # 2 - Management Fees - April 2022	\$ 3,273.59
	Invoice # 3 - Management Fees - May 2022	\$ 3,177.16
	Invoice # 4 - Management Fees - June 2022	\$ 3,169.17
2	KE Law Group, PLLC	
	Invoice # 1880 - General Counsel	\$ 4,606.89
	Invoice # 2157 - General Counsel	\$ 1,940.92
3	Adam Morgan	\$ 215.30
	Board Meeting - 06/28/2022	
4	Steve Greene	\$ 215.30
	Board Meeting - 06/28/2022	
5	Jamie Furukawa	\$ 215.30
	Board Meeting - 06/28/2022	
6	Rob Bonin	\$ 215.30
	Board Meeting - 06/28/2022	
7	Carrie Mitchell	\$ 215.30
	Board Meeting - 06/28/2022	
		\$ 19,594.14
Total:		\$ 19,594.14

Please make check payable to:

Peace Creek Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

SECTION 2

Peace Creek

Community Development District

Funding Request #3
August 11, 2022

Bill to:

Lennar Homes LLC
6675 Westwood Blvd, 5th Floor
Orlando, FL 32821-8061

General Fund

Payee

1	Governmental Management Services		
	Invoice # 6 - July 2022	\$	3,222.02
	Invoice # 7 - August 2022	\$	3,176.11
2	KE Law Group, PLLC		
	Invoice # 3013 - General Counsel	\$	2,000.72
		\$	8,398.85

Total: \$ **8,398.85**

Please make check payable to:

Peace Creek Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

SECTION 3

Peace Creek
Community Development District

Unaudited Financial Reporting
June 30, 2022



Table of Contents

1	<hr/>	Balance Sheet
2	<hr/>	General Fund
3	<hr/>	Month to Month

Peace Creek
Community Development District
Combined Balance Sheet
June 30, 2022

		<i>General Fund</i>
Assets:		
Operating Account	\$	11,613
Due from Developer	\$	20,000
Total Assets	\$	31,613
Liabilities:		
Accounts Payable	\$	16,798
Fica Payable	\$	520
Total Liabilites	\$	17,319
Fund Balance:		
Unassigned	\$	14,294
Total Fund Balances	\$	14,294
Total Liabilities & Fund Balance	\$	31,613

Peace Creek
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2022

	Adopted Budget	Prorated Budget Thru 06/30/22	Actual Thru 06/30/22	Variance
Revenues:				
Developer Contributions	\$ 75,516	\$ 55,000	\$ 55,000	\$ -
Boundary Amend Contributions	\$ -	\$ -	\$ 5,292	\$ 5,292
Total Revenues	\$ 75,516	\$ 55,000	\$ 60,292	\$ 5,292
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 7,000	\$ 4,000	\$ 3,400	\$ 600
FICA Expense	\$ -	\$ -	\$ 260	\$ (260)
Engineering	\$ 8,750	\$ 5,000	\$ -	\$ 5,000
Attorney	\$ 14,583	\$ 8,333	\$ 9,313	\$ (980)
Management Fees	\$ 20,417	\$ 11,667	\$ 10,914	\$ 753
Information Technology	\$ 1,050	\$ 600	\$ 468	\$ 132
Website Maintenance	\$ 2,450	\$ 1,400	\$ 2,218	\$ (818)
Telephone	\$ 175	\$ 100	\$ -	\$ 100
Postage & Delivery	\$ 583	\$ 333	\$ 99	\$ 234
Insurance	\$ 5,000	\$ 5,000	\$ 2,945	\$ 2,055
Printing & Binding	\$ 583	\$ 333	\$ 11	\$ 323
Legal Advertising	\$ 10,000	\$ 10,000	\$ 13,235	\$ (3,235)
Boundary Amendment Expenses	\$ -	\$ -	\$ 3,000	\$ (3,000)
Other Current Charges	\$ 4,000	\$ 2,286	\$ -	\$ 2,286
Office Supplies	\$ 365	\$ 209	\$ 10	\$ 198
Travel Per Diem	\$ 385	\$ 220	\$ -	\$ 220
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 125	\$ 50
Total Expenditures	\$ 75,516	\$ 49,656	\$ 45,998	\$ 3,658
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 14,294	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 14,294	

Peace Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ 20,000	\$ -	\$ -	\$ -	\$ 55,000
Boundary Amend Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,292	\$ -	\$ -	\$ -	\$ -	\$ 5,292
Total Revenues	\$ -	\$ -	\$ -	\$ 40,292	\$ 20,000	\$ -	\$ -	\$ -	\$ 60,292				
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,400	\$ -	\$ -	\$ -	\$ 3,400
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 260	\$ -	\$ -	\$ -	\$ 260
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,607	\$ 1,941	\$ 765	\$ 2,001	\$ -	\$ -	\$ -	\$ 9,313
Management Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,164	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	\$ -	\$ -	\$ 10,914
Information Technology	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93	\$ 125	\$ 125	\$ 125	\$ -	\$ -	\$ -	\$ 468
Website Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93	\$ 1,875	\$ 125	\$ 125	\$ -	\$ -	\$ -	\$ 2,218
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91	\$ 8	\$ -	\$ -	\$ -	\$ -	\$ 99
Insurance	\$ -	\$ -	\$ -	\$ -	\$ 2,945	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,945
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,437	\$ 11,798	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,235
Boundary Amendment Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5	\$ 3	\$ 3	\$ -	\$ -	\$ -	\$ 10
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 2,945	\$ 11,519	\$ 18,762	\$ 3,942	\$ 8,830	\$ -	\$ -	\$ -	\$ 45,998
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ -	\$ (2,945)	\$ (11,519)	\$ (18,762)	\$ 36,350	\$ 11,170	\$ -	\$ -	\$ -	\$ 14,294