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ORDINANCE NO. 1497-22

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE ALFRED, FLORIDA, ESTABLISHING THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE ESTABLISHMENT AND NAMING OF THE DISTRICT; PROVIDING FOR THE LEGAL DESCRIPTION OF THE EXTERNAL BOUNDARIES OF THE DISTRICT; PROVIDING FOR THE DESCRIPTION OF THE FUNCTIONS AND POWERS OF THE DISTRICT; PROVIDING FOR THE DESIGNATION OF THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR NOTICE REQUIREMENTS; PROVIDING FOR DUTIES OF THE DISTRICT AND TERMINATION OF THE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, the "Uniform Community Development Act of 1980", Chapter 190, *Florida Statutes* ("Act"), sets forth the exclusive and uniform method for establishing a community development district; and

WHEREAS, Section 190.005(2) of the Act requires that a Petition for the Establishment of a Community Development District of less than 2,500 acres be filed by the petitioner with the municipality having jurisdiction over the majority of land in the area in which the district is to be located; and

WHEREAS, Section 190.005(1)(a) of the Act requires that such petition contain certain information to be considered at a public hearing before the City Commission of the City of Lake Alfred, Florida ("City"); and

WHEREAS, Pulte Home Company LLC ("Petitioner"), an active Michigan limited liability company authorized to transact business in the State of Florida, having obtained written consent to the establishment of the Silverlake Community Development District ("District") by the owners of one-hundred percent (100%) of the real property to be included in the District and having presented documents evidencing the control of the real property to be included in the District, has petitioned the City to adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes* (2021); and

WHEREAS, copies of the Petition To Establish Silverlake Community Development District ("Petition") are attached hereto as Composite Exhibit "A" and made a part hereof by reference; and

WHEREAS, the Petitioner's principal place of business is located at 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326; and

WHEREAS, the Petition which was submitted to the City on or around March 22, 2022, has been determined to contain the requisite information as mandated by Section 190.005(1)(a) and (e) of the Act; and

WHEREAS, all interested persons and affected units of general-purpose local government have been afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the City on September 22, 2022; and

WHEREAS, on September 22, 2022, the City considered the record of the public hearing and the factors set forth in Section 190.005(1)(e) of the Act, and upon such review, has determined that granting the District is in the best interest of the City; and

WHEREAS, pursuant to the Act, the District does not have the power of a local government to adopt a comprehensive plan, building code, land development code, and/or take any action which is inconsistent with applicable comprehensive plans, ordinances, and/or regulations of the applicable local general-purpose government; and

WHEREAS, pursuant to the Act, all governmental planning, environmental, and land development law(s), regulation(s), and/or ordinances of the City of Lake Alfred, Florida, apply to all development(s) of the land(s) within the District which is located within the corporate limits of the City of Lake Alfred, Florida; and

WHEREAS, the establishment of the District shall not act to amend any land development approvals governing the land area to be included within the District; and

WHEREAS, it is believed that the establishment of the District will result in a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the Petition; and

NOW, THEREFORE, BE IT ENACTED by the City Commission of the City of Lake Alfred, Florida as follows:

SECTION 1. RECITALS INCORPORATED. The aforementioned factual recitals (WHEREAS clauses) form a factual and material basis for this Ordinance and are hereby adopted and incorporated herein by the City Commission of the City of Lake Alfred, Florida.

SECTION 2. AUTHORITY. This Ordinance is enacted in compliance with and pursuant to the Uniform Community Development District Act of 1980, codified in Chapter 190, *Florida Statutes* (the "Act"). Nothing contained herein shall constitute an amendment to any land development approvals for the land area included within the District.

SECTION 3. FINDINGS. The City Commission of the City of Lake Alfred, Florida hereby finds and determines, pursuant to Section 190.005(2) of the Act, based on the testimony and evidence presented at the duly notice public hearing held on September 22, 2022, and the record established at the said duly notice public hearing, as follows:

- A. All statements within the Petition are true and correct.
- B. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the state comprehensive plan, or the City of Lake Alfred Comprehensive Plan.
- C. The area of land within the District, described in Composite Exhibit "A",

which is attached hereto and incorporated herein, is of a sufficient size, is sufficiently compact and is sufficiently contiguous to be developed as one functional interrelated community.

D. The District is the best alternative available for delivering the community development services and facilities to the area that would be served by the District.

E. The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

F. The area to be served by the District is amenable to separate special-district government.

SECTION 4. ESTABLISHMENT AND DISTRICT NAME. There is hereby created a community development district situated entirely within the incorporated limits of the City of Lake Alfred, Florida, which District shall be known as the "Silverlake Community Development District," and which shall be referred to in this Ordinance as the "District".

SECTION 5. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in Exhibit "A", and said boundaries encompass 149.717 acres, more or less.

SECTION 6. DISTRICT POWERS AND FUNCTIONS. The powers and functions of the District are described in Chapter 190 of the Florida Statutes, as follows:

- A. The District may exercise powers and functions described in Sections 190.011 and 190.012(1) and (3), Florida Statutes.
- B. Consent is hereby given to the District's Board of Supervisors to exercise additional powers to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for: parks and facilities for indoor and outdoor recreational, cultural, and education uses as described and authorized by Section 190.012(2)(a), Florida Statutes and security powers, including but not limited to walls, fences, and electronic intrusion detection, as authorized and described in Section 190.012(2)(d), Florida Statutes.
- C. Notwithstanding the foregoing, and while the District may finance, construct, install and/or acquire water and/or wastewater facility(s) for transfer to the City of Lake Alfred upon completion pursuant to Section 190.012(1), Florida Statutes and the City's approval requirements, the adoption and passage of this Ordinance approving the petition for the establishment of a community development district shall not be construed to delegate, authorize, or in any way consent to the District established hereunder to engage in the ownership and operation of a water and/or wastewater facility(s) which would allow the District to engage in the wholesale or retail sale of water, wastewater and/or, re-use water services, or provide garbage services absent an express written consent and agreement of the City of Lake Alfred, Florida.
- D. In the exercise of its powers, the District shall comply with all applicable governmental laws, rules, regulations and policies including, but not limited to, all Lake Alfred ordinances and policies governing land planning and permitting of the development to be served by the District. Further the District shall not have the authority to adopt a comprehensive plan, land development code, or building code.
- E. The District shall not have any zoning or permitting powers governing land development or the use of land.
- F. The District shall have no eminent domain powers outside its boundaries without first obtaining the express written approval, via a duly adopted resolution, of the City Commission of the City of Lake Alfred, Florida.

- G. Bonds to be issued by the District shall not constitute a debt, liability or general obligation of the City of Lake Alfred, Florida, Polk County or of the State of Florida, or of any political subdivision thereof, but shall be payable solely from the Pledged Revenues designated for the Bonds.
- H. This Ordinance is not intended nor shall it be construed to expand, modify or delete any provision(s) of the Act, as set forth in Chapter 190, *Florida Statutes*, nor shall it be intended to modify, restrict or expand any current prospective development or utility agreements which include, but shall not be limited to, utility agreements entered into in accordance with the provisions of Chapters 163 and 180 of the Florida Statutes.

SECTION 7. BOARD OF SUPERVISORS. The five (5) persons designated to serve as initial members of the District's Board of Supervisors are Brady Lefere, Ray Aponte, Marc Ferlita, Kat Diggs, and Phillip Fiegle (the "Board").

SECTION 8. NOTICE REQUIREMENTS. Petitioner has caused a notice of a public hearing on the consideration of the Petition to be published in a newspaper at least once a week for four (4) successive weeks immediately prior to such public hearing in compliance with the provisions of Section 190.005(1)(d), *Florida Statutes*.

SECTION 9. DUTIES OF THE DISTRICT AND TERMINATION OF THE DISTRICT.

- A. The District shall comply with the applicable provisions of Chapter 189, Florida Statutes, including, but not limited to, the requirement that a "Public Facilities Report" be made and submitted to the City.
- B. The District shall comply with the applicable provisions of Chapter 190, Florida Statutes, including, but not limited to:
 - 1. Provide financial reports to all applicable entities including the City.
 - 2. The District shall fully disclose information concerning the financing and maintenance of real property improvements undertaken by the District. The District shall provide, at a minimum, a Disclosure of Public Finance and Silverlake CDD Public Disclosure (collectively the "Disclosures"). Such information shall be made available to all existing and prospective residents of the District and the City. Copies of the Disclosures are attached hereto as Composite Exhibit "C" and made a part hereof by reference.
 - 3. All contracts for the sale of real property and residential units within the District shall disclose to the buyer the existence of the District and the District's authority to levy taxes and assessments. Both the text and placement of the text in the contract of sale must appear as mandated by law.
 - 4. All meetings of the District's Board of Supervisors ("Board") shall be held within the city-limits a minimum of four (4) times per year during evening hours, and must be open to the public and governed by the Government-in-the-Sunshine requirements of Chapter 286, Florida Statutes.
 - 5. At the first meeting of the Board, the Board shall ratify and accept the assignment of the *Petitioner's Agreement Regarding Silverlake Community Development District* (the "Petitioner's Agreement") which is attached hereto as Exhibit "B" and made a part hereof by reference.
 - 6. At the first meeting of the Board, the Board shall memorialize its ratification and acceptance of the assignment of the Petitioner's Agreement by entering into the *Interlocal Agreement with Silverlake Community Development District*.
- C. In the event that the District established hereunder is terminated for any reason, the City shall in no way be required to accept ownership and/or the maintenance responsibility for the road rights of way, stormwater management and drainage

systems and street lighting that are necessary for the development in the District without the City's express written consent. In the event of termination, the District shall be responsible for ensuring the transfer of such ownership and maintenance responsibilities to an appropriate entity other than the City as authorized by law. No debt or obligation of the District shall constitute a burden on any local general-purpose government.

SECTION 10. SEVERABILITY. If any provision of this ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 11. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS. Sections of this Ordinance may be renamed red or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 12. EFFECTIVE DATE. This Ordinance shall take effect upon its approval and publication as required by Florida general law.

[CONTINUED ON FOLLOWING PAGE]

INTRODUCED, PASSED AND DULY ADOPTED ON FIRST READING by the City Commission of the City of Lake Alfred, Florida, meeting in Regular Season this 8th day of September 2022.

CITY COMMISSION
OF LAKE ALFRED, FLORIDA

By: Jack C. Dearmin
Jack C. Dearmin, Mayor

ATTEST:

By: Linda Bourgeois
Linda Bourgeois, BAS, MMC, City Clerk

INTRODUCED, PASSED AND DULY ADOPTED ON SECOND READING by the City Commission of the City of Lake Alfred, Florida, meeting in Regular Season this 22nd day of September 2022.

CITY COMMISSION
OF LAKE ALFRED, FLORIDA

By: Jack C. Dearmin
Jack C. Dearmin, Mayor

ATTEST:

By: Linda Bourgeois
Linda Bourgeois, BAS, MMC, City Clerk

APPROVED AS TO FORM:

By: Frederick J. Murphy, Jr.
Frederick J. Murphy, Jr., City Attorney



COMPOSITE EXHIBIT A
PETITION TO ESTABLISH EXHIBIT

PETITION TO ESTABLISH
SILVERLAKE
COMMUNITY
DEVELOPMENT DISTRICT

Submitted by: Jere Earlywine
Florida Bar No. 155527
Jere@kelawgroup.com
KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314
(850) 528-6152 (telephone)

NOTE: This Petition was filed on March 22, 2022 and resubmitted on July 22, 2022 and then August 16, 2022.

**BEFORE THE CITY COMMISSION OF THE CITY OF LAKE ALFRED
CITY OF LAKE ALFRED, FLORIDA**

**PETITION TO ESTABLISH THE SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Pulte Home Company, LLC ("Petitioner"), hereby petitions the City Commission of the City of Lake Alfred, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, to establish a Community Development District ("District") with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located entirely within the City of Lake Alfred, Florida, and covers approximately 144.19 acres of land, more or less. **Exhibit 1** depicts the general location of the project. The site is generally located south of County Road 557A, west of County Road 557, and east of Old Lake Alfred Road. The sketch and metes and bounds descriptions of the external boundary of the proposed District is set forth in **Exhibit 2**.

2. Excluded Parcels. There are no parcels within the external boundaries of the proposed District which are to be excluded from the District.

3. Landowner Consents. Petitioner has obtained written consent to establish the proposed District from the owners of one hundred percent (100%) of the real property located within the proposed District in accordance with Section 190.005, Florida Statutes. Consent to the establishment of a community development district is contained in **Exhibit 3**.

4. Initial Board Members. The five (5) persons designated to serve as initial members of the Board of Supervisors of the proposed District are Brady Lefere, Ray Aponte, Marc Ferlita, Kat Diggs and Phillip Fiegle. All of the listed persons are residents of the state of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is the Silverlake Community Development District.

6. Major Water and Wastewater Facilities. **Exhibit 4** shows the existing and proposed major trunk water mains and sewer connections serving the lands within and around the proposed District.

7. District Facilities and Services. **Exhibit 5** describes the type of facilities Petitioner presently expects the proposed District to finance, fund, construct, acquire and install, as well as the estimated costs of construction. At present, these improvements are estimated to be made, acquired, constructed and installed over a 2 to 3 year period. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. Existing and Future Land Uses. The existing use of the lands within the proposed District is agricultural/vacant. The future general distribution, location and extent of the public and private land uses within and adjacent to the proposed District by land use plan element are shown in **Exhibit 6**. These proposed land uses are consistent with the City of Lake Alfred Comprehensive Plan.

9. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

10. Authorized Agents. The Petitioner is authorized to do business in the State of Florida. The Petitioner has designated Jere Earlywine as its authorized agent. See **Exhibit 8 - Authorization of Agent**. Copies of all correspondence and official notices should be sent to:

Jere Earlywine
Florida Bar No. 155527
Jere@kelawgroup.com
KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314
(850) 528-6152 (telephone)

11. This petition to establish the Silverlake Community Development District should be granted for the following reasons:

a. Establishment of the proposed District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the City of Lake Alfred Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the proposed District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the proposed District. The proposed District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the proposed District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the proposed District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the proposed District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the proposed District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Lake Alfred, Florida to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes;


b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, Florida Statutes;

c. consent to the District exercise of certain additional powers to finance, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (1) parks and facilities for indoor and outdoor recreational, cultural and educational uses; and (2) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, each as authorized and described by Section 190.012(2), Florida Statutes; and

d. grant such other relief as may be necessary or appropriate.

RESPECTFULLY SUBMITTED, this 22nd day of March, 2022.

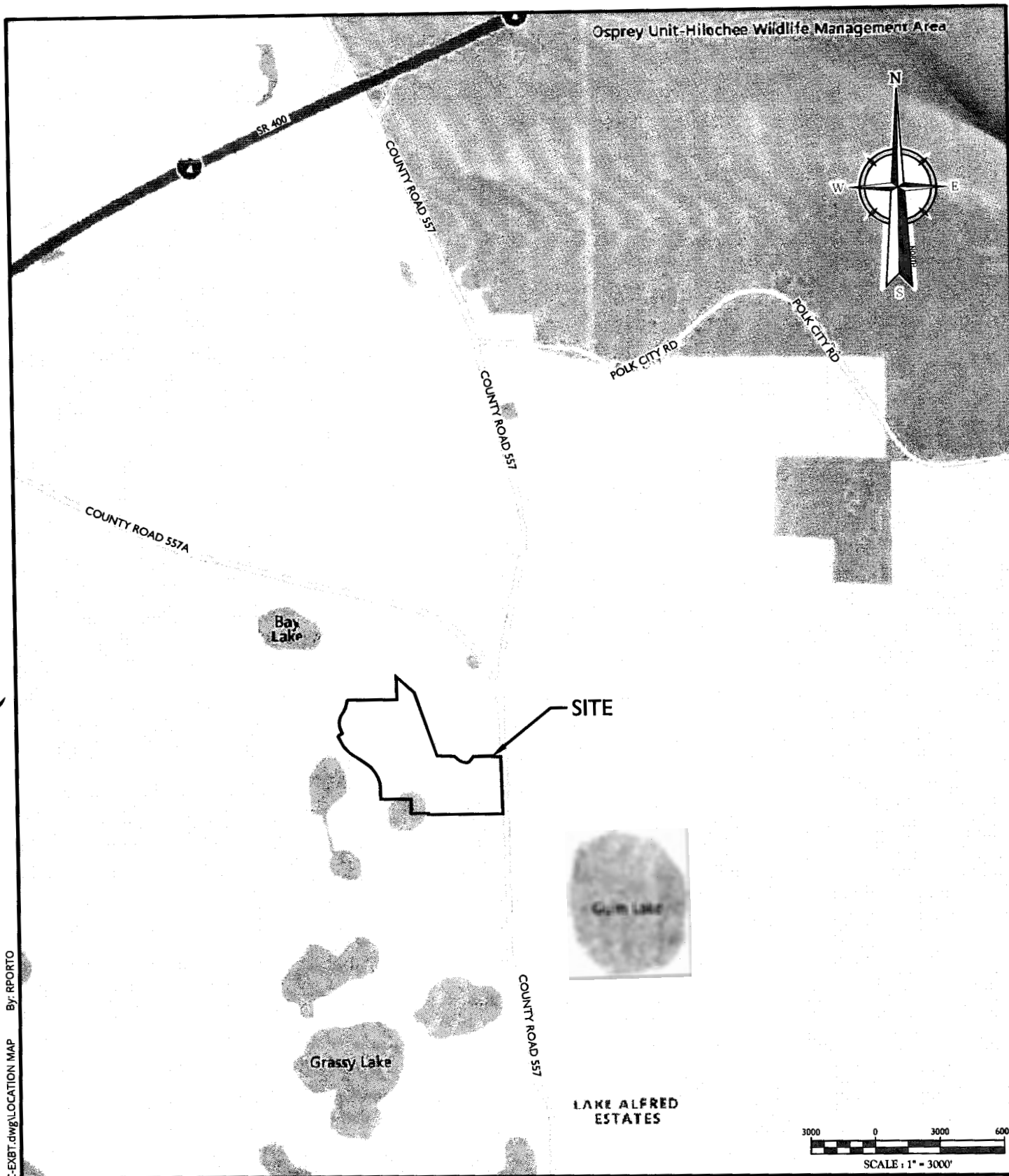
KE LAW GROUP, PLLC



Jere Earlywine
Florida Bar No. 155527
Jere@kelawgroup.com
KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314
(850) 528-6152 (telephone)

Attorneys for Petitioner

EXHIBIT 1



2021\12\10\00074A\ENG...stering\exhibits\C-EXBT.dwg\LOCATION MAP By: RPORTO

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**LOCATION MAP
FOR
SILVERLAKE**

PARCELS:
 26-27-18-000000-011010 &
 26-27-17-000000-032130
**CITY OF LAKE ALFRED
 POLK COUNTY
 FLORIDA**



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 ANY PERSON PREPARING TO
 DISTURB THE EARTH'S SURFACE
 ANYWHERE IN ANY STATE



TAMPA
 5471 West Waters Avenue,
 Suite 100
 Tampa, FL 33634
 Phone: 813.207.1061
 COLLIERS ENGINEERING & DESIGN, INC.
 DOING BUSINESS AS MASER CONSULTING
 SURVEY ENGINEERS

LOCATION MAP

SCALE: AS SHOWN	DATE: 03/15/22	DRAWN BY: RFP	CHECKED BY: SMR
PROJECT NUMBER: 21000074A		DRAWING NAME: C-EXBT	

LOCATION MAP

SHEET NUMBER:
01 of 01

EXHIBIT 2

LEGAL DESCRIPTION OF SILVERLAKE CDD

THE LEGAL DESCRIPTION OF SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT INCLUDES THE FOLLOWING THREE PARCELS:

PHASE 1

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 17 & 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, AS RECORDED IN OFFICIAL RECORDS BOOK 2700, PAGE 437 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 89°53'09" EAST, ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2657.72 FEET TO THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 26 EAST, ALSO BEING THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST; THENCE SOUTH 00°07'27" WEST, DEPARTING THE NORTH LINE OF SAID SECTION 18 AND ALONG THE EASTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, ALSO BEING THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 1208.17 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°07'44" EAST, DEPARTING THE EASTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17 AND THE WESTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 99.69 FEET; THENCE SOUTH 88°57'03" EAST, A DISTANCE OF 398.39 FEET; THENCE SOUTH 49°23'21" EAST, A DISTANCE OF 160.35 FEET; THENCE SOUTH 62°43'06" EAST, A DISTANCE OF 73.03 FEET; THENCE SOUTH 79°21'17" EAST, A DISTANCE OF 104.88 FEET; THENCE NORTH 67°39'02" EAST, A DISTANCE OF 56.94 FEET; THENCE NORTH 38°19'26" EAST, A DISTANCE OF 161.16 FEET; THENCE NORTH 89°51'18" EAST, A DISTANCE OF 447.30 FEET; THENCE SOUTH 00°02'37" WEST, A DISTANCE OF 14.46 FEET; THENCE SOUTH 89°19'57" EAST, A DISTANCE OF 197.80 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 557 (STATE ROAD 557 BY DEED); THENCE SOUTH 01°09'12" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 557, A DISTANCE OF 1313.22 FEET; THENCE SOUTH 89°58'15" WEST, DEPARTING THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 557, A DISTANCE OF 224.81 FEET; THENCE SOUTH 89°59'34" WEST, A DISTANCE OF 1323.28 FEET; THENCE SOUTH 89°48'02" WEST, A DISTANCE OF 186.89 FEET; THENCE NORTH 00°00'49" WEST, A DISTANCE OF 29.47 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 89°53'50" WEST, ALONG THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 398.86 FEET; THENCE NORTH 00°06'10" WEST, DEPARTING THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 330.11 FEET; THENCE SOUTH 89°53'17" WEST, A DISTANCE OF 698.75 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF LAKE ALFRED - POLK CITY ROAD, AS MONUMENTED; THENCE NORTH 01°52'13" WEST, ALONG THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF SAID LAKE ALFRED - POLK CITY ROAD, A DISTANCE OF 99.20 FEET; THENCE NORTH 00°00'18" WEST, A DISTANCE OF 77.12 FEET; THENCE SOUTH 89°59'22" EAST, DEPARTING THE EASTERLY RIGHT OF WAY LINE OF SAID LAKE ALFRED - POLK CITY ROAD, A DISTANCE OF 88.02 FEET; THENCE NORTH 75°58'18" EAST, A DISTANCE OF 212.56 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 610.27 FEET AND A CENTRAL ANGLE OF 32°51'24"; THENCE 349.97 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT,

SAID CURVE SUBTENDED BY A CHORD BEARING NORTH 57°46'08" EAST, A DISTANCE OF 345.19 FEET TO THE POINT OF INTERSECTION WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 411.00 FEET AND A CENTRAL ANGLE OF 09°33'37"; THENCE 68.58 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE SUBTENDED BY A CHORD BEARING SOUTH 61°30'31" EAST, A DISTANCE OF 68.50 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1439.72 FEET AND A CENTRAL ANGLE OF 13°08'33"; THENCE 330.24 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 71°49'14" EAST, A DISTANCE OF 329.52 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 440.99 FEET AND A CENTRAL ANGLE OF 15°46'29" THENCE 121.42 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 85°00'15" EAST, A DISTANCE OF 121.03 FEET; THENCE NORTH 02°53'29" WEST, A DISTANCE OF 111.00 FEET; THENCE NORTH 04°15'06" WEST, A DISTANCE OF 60.02 FEET; THENCE NORTH 14°20'14" EAST, A DISTANCE OF 763.57 FEET; THENCE SOUTH 19°07'44" EAST, A DISTANCE OF 99.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,684,567.72 SQUARE FEET OR 61.629 ACRES, MORE OR LESS.

TOGETHER WITH

PHASE 2

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 7 & 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, AS RECORDED IN OFFICIAL RECORDS BOOK 2700, PAGE 437 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 89°53'09" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 18, A DISTANCE OF 619.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°53'09" EAST, A DISTANCE OF 11147.96 FEET; THENCE NORTH 00°18'01" WEST, DEPARTING THE NORTHERLY LINE OF SAID SECTION 18, A DISTANCE OF 527.50 FEET; THENCE SOUTH 48°42'10" EAST, A DISTANCE OF 552.75 FEET; THENCE SOUTH 19°07'44" EAST, A DISTANCE OF 1349.90 FEET; THENCE SOUTH 14°20'14" WEST, A DISTANCE OF 763.57 FEET; THENCE SOUTH 04°15'06" EAST, A DISTANCE OF 60.02 FEET; THENCE 02°53'29" EAST, A DISTANCE OF 111.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 440.99 FEET AND A CENTRAL ANGLE OF 15°46'29"; THENCE 121.42 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 85°00'15" WEST, A DISTANCE OF 121.03 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1439.72 FEET AND A CENTRAL ANGLE OF 13°08'33"; THENCE 330.24 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 71°49'14" WEST, A DISTANCE OF 329.52 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 411.00 FEET AND A CENTRAL ANGLE OF 09°33'37"; THENCE 68.58 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 61°30'31" WEST, A DISTANCE OF 68.50 FEET TO A POINT OF INTERSECTION WITH A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 610.27 FEET AND A CENTRAL ANGLE OF 32°51'24"; THENCE 349.97 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH

57°46'08" WEST, A DISTANCE OF 345.19 FEET; THENCE SOUTH 75°58'18" WEST, A DISTANCE OF 212.56 FEET; THENCE NORTH 89°59'22" WEST, A DISTANCE OF 88.02 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF LAKE ALFRED-POLK CITY ROAD AS MONUMENTED; THENCE, ALONG SAID EASTERLY MAINTAINED RIGHT OF WAY LINE THE FOLLOWING TWENTY (20) COURSES; (1) NORTH 00°00'18" WEST, A DISTANCE OF 22.88 FEET; (2) NORTH 02°13'59" WEST, A DISTANCE OF 100.07 FEET; (3) NORTH 07°33'38" WEST, A DISTANCE OF 80.70 FEET; (4) NORTH 18°49'57" WEST, A DISTANCE OF 121.20 FEET; (5) NORTH 27°10'18" WEST, A DISTANCE OF 99.99 FEET; (6) NORTH 35°38'29" WEST, A DISTANCE OF 101.15 FEET; (7) NORTH 28°56'50" WEST, A DISTANCE OF 40.20 FEET; (8) NORTH 47°06'25" WEST, A DISTANCE OF 60.47 FEET; (9) NORTH 49°17'49" WEST, A DISTANCE OF 100.38 FEET; (10) NORTH 56°09'02" WEST, A DISTANCE OF 100.29 FEET; (11) NORTH 56°40'27" WEST, A DISTANCE OF 100.24 FEET; (12) NORTH 57°04'38" WEST, A DISTANCE OF 99.99 FEET; (13) NORTH 57°01'12" WEST, A DISTANCE OF 99.99 FEET; (14) NORTH 51°32'54" WEST, A DISTANCE OF 100.36 FEET; (15) NORTH 47°09'00" WEST, A DISTANCE OF 101.33 FEET; (16) NORTH 38°45'34" WEST, A DISTANCE OF 33.32 FEET; (17) NORTH 41°36'41" WEST, A DISTANCE OF 43.70 FEET; (18) NORTH 32°48'56" WEST, A DISTANCE OF 101.08 FEET; (19) NORTH 26°20'40" WEST, A DISTANCE OF 100.05 FEET; (20) NORTH 24°46'20" WEST, A DISTANCE OF 85.49 FEET; THENCE NORTH 64°21'03" EAST, DEPARTING SAID EASTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 120.11 FEET TO A POINT ON THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (S.W.F.W.M.D.) WETLAND LINE AS MARKED BY HORNER ENVIRONMENTAL SERVICES ON 02/02/2021; THENCE ALONG SAID S.W.F.W.M.D. WETLAND LINE, THE FOLLOWING TEN (10) COURSES; (1) NORTH 34°35'46" WEST, A DISTANCE OF 42.00 FEET; (2) NORTH 18°51'32" WEST, A DISTANCE OF 87.43 FEET; (3) NORTH 09°48'14" WEST, A DISTANCE OF 81.39 FEET; (4) NORTH 02°22'15" WEST, A DISTANCE OF 65.88 FEET; (5) NORTH 11°45'00" EAST, A DISTANCE OF 98.88 FEET; (6) NORTH 22°02'10" EAST, A DISTANCE OF 64.64 FEET; (7) NORTH 33°22'31" EAST, A DISTANCE OF 118.48 FEET (8) NORTH 27°00'21" EAST, A DISTANCE OF 85.30 FEET; (9) NORTH 17°10'39" EAST, A DISTANCE OF 75.72 FEET; (10) NORTH 09°38'35" EAST, A DISTANCE OF 100.11 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,596,289.94 SQUARE FEET OR 82.560 ACRES, MORE OR LESS.

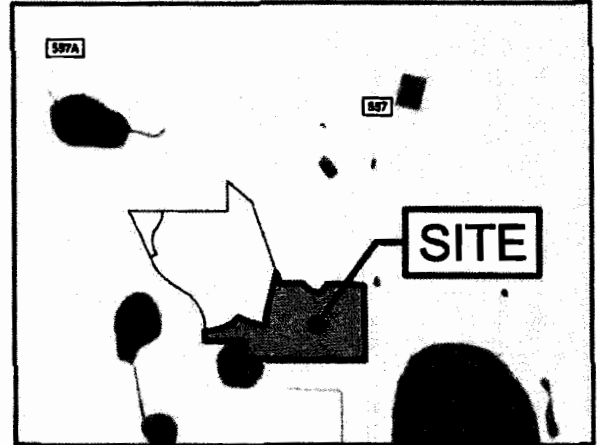
COMBINED PARCELS 1 & 2 CONTAINS 6,280,857.66 SQUARE FEET OR 144.19 ACRES, MORE OR LESS

SECTIONS 17 & 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST POLK COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 17 & 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, AS RECORDED IN OFFICIAL RECORDS BOOK 2700, PAGE 437 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 89°53'09" EAST, ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2657.72 FEET TO THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 26 EAST, ALSO BEING THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST; THENCE SOUTH 00°07'27" WEST, DEPARTING THE NORTH LINE OF SAID SECTION 18 AND ALONG THE EASTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, ALSO BEING THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 1208.17 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°07'44" EAST, DEPARTING THE EASTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17 AND THE WESTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 99.69 FEET; THENCE SOUTH 88°57'03" EAST, A DISTANCE OF 398.39 FEET; THENCE SOUTH 49°23'21" EAST, A DISTANCE OF 160.35 FEET; THENCE SOUTH 62°43'06" EAST, A DISTANCE OF 73.03 FEET; THENCE SOUTH 79°21'17" EAST, A DISTANCE OF 104.88 FEET; THENCE NORTH 67°39'02" EAST, A DISTANCE OF 56.94 FEET; THENCE NORTH 38°19'26" EAST, A DISTANCE OF 161.16 FEET; THENCE NORTH 89°51'18" EAST, A DISTANCE OF 447.30 FEET; THENCE SOUTH 00°02'37" WEST, A DISTANCE OF 14.46 FEET; THENCE SOUTH 89°19'57" EAST, A DISTANCE OF 197.80 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 557 (STATE ROAD 557 BY DEED); THENCE SOUTH 01°09'12" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 557, A DISTANCE OF 1313.22 FEET; THENCE SOUTH 89°58'15" WEST, DEPARTING THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 557, A DISTANCE OF 224.81 FEET; THENCE SOUTH 89°59'34" WEST, A DISTANCE OF 1323.28 FEET; THENCE SOUTH 89°48'02" WEST, A DISTANCE OF 186.89 FEET; THENCE NORTH 00°00'49" WEST, A DISTANCE OF 29.47 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 89°53'50" WEST, ALONG THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 398.86 FEET; THENCE NORTH 00°06'10" WEST, DEPARTING THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 330.11 FEET; THENCE SOUTH 89°53'17" WEST, A DISTANCE OF 698.75 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF LAKE ALFRED - POLK CITY ROAD, AS MONUMENTED; THENCE NORTH 01°52'13" WEST, ALONG THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF SAID LAKE ALFRED - POLK CITY ROAD, A DISTANCE OF 99.20 FEET; THENCE NORTH 00°00'18" WEST, A DISTANCE OF 77.12 FEET;



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION CONTINUED ON SHEET 2.

NOTES

1. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE UNDERSIGNED PROFESSIONAL'S KNOWLEDGE, INFORMATION, AND BELIEF, AND IN ACCORDANCE WITH THE COMMONLY ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED.
2. IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION OR INK SEAL OF THE UNDERSIGNED PROFESSIONAL, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.
3. BEARINGS SHOWN HEREON ARE BASED ON GLOBAL POSITIONING SYSTEM OBSERVATIONS USING NATIONAL GEODETIC SURVEY MONUMENT STAMPED "K059 1991" PID AK7099 NAD 1983(2011). THE HORIZONTAL COMBINED FACTOR IS 0.99994909..
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
6. THIS IS NOT A BOUNDARY SURVEY.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY

(SEE SHEET 2 FOR PARENT PARCEL)
(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)
(SEE SHEET 4 FOR LINE AND CURVE TABLES)

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL INKED SEAL OF A FLORIDA LICENSED SURVEYOR WHO HAS SIGNED THIS INSTRUMENT.

THIS CERTIFIES THAT THE SKETCH REPRESENTED HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION AND UNDER THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS (CHAPTER 63-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES), AND THAT THE SKETCH HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

CHARLES DAVID FERNANDEZ, LICENSED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 1281

BY: RIKURCHNER
2021121000074AAS - Exhibits\W-EXIBT-PH-1A.dwg\ASHT-01



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ROHLFING GROVES
PHASE 1

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN 06/25/2021	RPK	CFD	
PROJECT NUMBER:	DRAWING NAME:		
21060574A	V-ENBT-PH-1A		

SHEET TITLE:

EXHIBIT "A"

SHEET NUMBER:
1 of 5

**SECTIONS 17 & 18, TOWNSHIP 27 SOUTH,
RANGE 26 EAST
POLK COUNTY, FLORIDA**

LEGAL DESCRIPTION

LEGAL DESCRIPTION CONTINUED FROM SHEET I:





THENCE SOUTH 89°59'22" EAST, DEPARTING THE EASTERLY RIGHT OF WAY LINE OF SAID LAKE ALFRED - POLK CITY ROAD, A DISTANCE OF 88.02 FEET; THENCE NORTH 75°58'18" EAST, A DISTANCE OF 212.56 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 610.27 FEET AND A CENTRAL ANGLE OF 32°51'24"; THENCE 349.97 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE SUBTENDED BY A CHORD BEARING NORTH 57°46'08" EAST, A DISTANCE OF 345.19 FEET TO THE POINT OF INTERSECTION WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 411.00 FEET AND A CENTRAL ANGLE OF 09°33'37"; THENCE 68.58 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE SUBTENDED BY A CHORD BEARING SOUTH 61°30'31" EAST, A DISTANCE OF 68.50 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1439.72 FEET AND A CENTRAL ANGLE OF 13°08'33"; THENCE 330.24 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 71°49'14" EAST, A DISTANCE OF 329.52 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 440.99 FEET AND A CENTRAL ANGLE OF 15°46'29" THENCE 121.42 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 85°00'15" EAST, A DISTANCE OF 121.03 FEET; THENCE NORTH 02°53'29" WEST, A DISTANCE OF 111.00 FEET; THENCE NORTH 04°15'06" WEST, A DISTANCE OF 60.02 FEET; THENCE NORTH 14°20'14" EAST, A DISTANCE OF 763.57 FEET; THENCE SOUTH 19°07'44" EAST, A DISTANCE OF 99.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,684,567.72 SQUARE FEET OR 61.629 ACRES, MORE OR LESS.

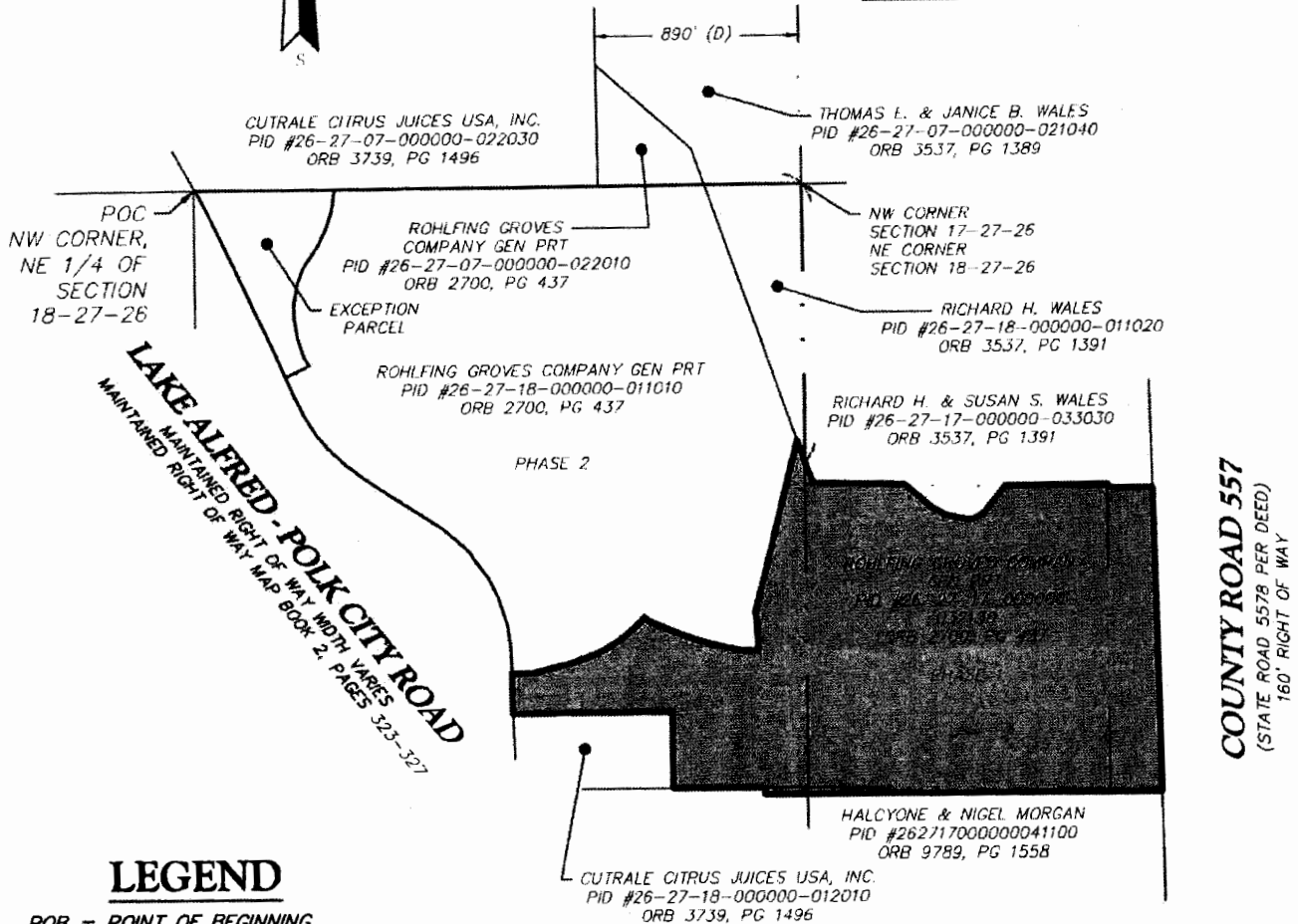
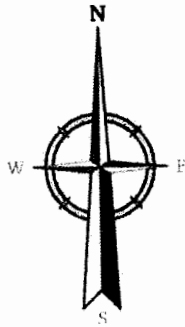
(SEE SHEET ONE FOR NOTES AND DESCRIPTION OF SKETCH)
(SEE SHEET 3 FOR PARENT PARCEL)
(SEE SHEET 4 FOR SKETCH OF DESCRIPTION)
(SEE SHEET 5 FOR LINE AND CURVE TABLES)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY

20211211000074A..._cylshibistv-EXBT-PH-1A.dwg/SHT-02 By: RKIRCHNER

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SCALE: AS SHOWN	DATE: 06/25/2021	DESIGNED BY: RPK	CHECKED BY: CDF								
PROJECT NUMBER: 21000074A	DRAWING NAME: IV-EXBT-PH-1A										

SECTIONS 17 & 18, TOWNSHIP 27 SOUTH,
RANGE 26 EAST
POLK COUNTY, FLORIDA



LEGEND

- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- (P) = PLAT DIMENSION
- (C) = CALCULATED DIMENSION
- (D) = DEED DIMENSION
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- S.F. = SQUARE FEET

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY

(SEE SHEET 1 & 2 FOR DESCRIPTION OF SKETCH)
(SEE SHEET 4 FOR SUBJECT PARCEL)
(SEE SHEET 5 FOR LINE AND CURVE TABLES)

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ROHLFG GROVES
PHASE 1

SCALE	DATE	DRAWN BY	CHECKED BY
1" = 600'	06/25/2021	RPK	CDF
PROJECT NUMBER		DRAWING NAME	
21000074A		V-EXBT-PH-1A	

SHEET TITLE:
EXHIBIT "A"

SHEET NUMBER:
3 of 5

2021121000074A By: RKIRCHNER

**SECTIONS 17 & 18, TOWNSHIP 27 SOUTH,
RANGE 26 EAST
POLK COUNTY, FLORIDA**

ROHLFING GROVES
COMPANY GEN PRT
PID #26-27-07-000000-022010
ORB 2700, PG 437

THOMAS E. & JANICE B. WALES
PID #26-27-07-000000-021040
ORB 3537, PG 1389

CUTRALE CITRUS JUICES USA, INC.
PID #26-27-07-000000-022030
ORB 3739, PG 1496

N 89°53'09" E 2,657.72'

NORTHERLY LINE, NE 1/4,
OF SECTION 18-27-26
SOUTHERLY LINE, SE 1/4,
OF SECTION 7-27-26

**POC
NW CORNER,
NE 1/4 OF
SECTION
18-27-26**

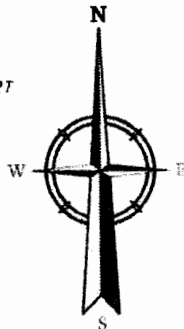
NW CORNER
SECTION 17-27-26
NE CORNER
SECTION 18-27-26

LEGEND

- PID = PROPERTY IDENTIFICATION NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- S.F. = SQUARE FEET

ROHLFING GROVES COMPANY GEN PRT
PID #26-27-18-000000-011010
ORB 2700, PG 437

PHASE 2



EASTERLY MAINTAINED
RIGHT OF WAY LINE OF
LAKE ALFRED -
POLK CITY ROAD
AS MONUMENTED

RICHARD H. & SUSAN S. WALES
PID #26-27-17-000000-033030
ORB 3537, PG 1391

L23
POB
PHASE 1

N 142°01'4" E 703.57'
L22
L21

W. LINE, NW 1/4,
SECTION 17-27-26
E. LINE, NE 1/4,
SECTION 18-27-26

ROHLFING GROVES COMPANY GEN PRT
PID #26-27-17-000000-032130
ORB 2700, PG 437

PHASE 1

SOUTHERLY LINE,
NE 1/4, NE 1/4 OF
SECTION
18-27-26

CUTRALE CITRUS JUICES
USA, INC.
PID #26-27-18-000000-
012010
ORB 3739, PG 1496

L14
L13

S 89°59'34" W 1,323.28'

HALCYONE & NIGEL MORGAN
PID #262717000000041100
ORB 9789, PG 1558

WESTERLY RIGHT OF WAY
LINE OF COUNTY ROAD 557

COUNTY ROAD 557
(STATE ROAD 557B PER DEED)
160' RIGHT OF WAY

S 109°12' E 1,513.22'

(SEE SHEET 1 & 2 FOR DESCRIPTION OF SKETCH)
(SEE SHEET 3 FOR PARENT PARCEL)
(SEE SHEET 5 FOR LINE AND CURVE TABLES)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY



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COLLIERS ENGINEERING & DESIGN, INC.
2021 EXHIBIT A-11A (PARTIAL)
SHEET 004 OF 005

**ROHLFING GROVES
PHASE 1**

SCALE 1" = 500'	DATE 06/25/2021	DRAWN BY RPK	CHECKED BY CDF
PROJECT NUMBER 21000074A	DRAWING NAME V-EXHIBIT-PH-1A		

SHEET TITLE:

EXHIBIT "A"

SHEET NUMBER:

4 of 5

By: RKORCHNER

202112.1000074A.dwg - 202112.1000074A.dwg

**SECTIONS 17 & 18, TOWNSHIP 27 SOUTH,
RANGE 26 EAST
POLK COUNTY, FLORIDA**

LINE DATA		
SEGMENT	DIRECTION	LENGTH
L1	S 19° 07' 44" E	99.69'
L2	S 88° 57' 03" E	398.39'
L3	S 49° 23' 21" E	180.35'
L4	S 82° 43' 08" E	73.03'
L5	S 79° 21' 17" E	104.88'
L6	N 87° 39' 02" E	36.94'
L7	N 38° 19' 26" E	161.16'
L8	N 89° 51' 18" E	447.30'
L9	S 0° 02' 37" W	14.46'
L10	S 89° 19' 57" E	197.80'
L11	S 89° 58' 15" W	224.81'
L12	S 89° 48' 02" W	188.89'

LINE DATA		
SEGMENT	DIRECTION	LENGTH
L13	N 0° 00' 49" W	29.47'
L14	S 89° 53' 50" W	398.88'
L15	N 0° 08' 10" W	330.11'
L16	S 89° 53' 17" W	698.75'
L17	N 1° 52' 13" W	99.20'
L18	N 0° 00' 18" W	77.12'
L19	S 89° 59' 22" E	88.02'
L20	N 75° 58' 18" E	212.56'
L21	N 2° 53' 28" W	111.00'
L22	N 4° 15' 08" W	60.02'
L23	S 19° 07' 44" E	99.21'

CURVE DATA				
SEGMENT	RADIUS	LENGTH	DELTA	CHORD
C1	610.27'	349.97'	32° 51' 24"	N 57° 48' 08" E 345.19'
C2	411.00'	68.58'	9° 33' 37"	S 81° 30' 31" E 68.50'
C3	1438.72'	330.24'	13° 08' 33"	S 71° 49' 14" E 328.52'
C4	440.99'	121.42'	15° 48' 29"	S 85° 00' 15" E 121.03'

(SEE SHEETS 1 & 2 FOR DESCRIPTION OF SKETCH)
(SEE SHEET 3 FOR PARENT PARCEL)
(SEE SHEET 4 FOR SKETCH OF DESCRIPTION)

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PROJECT NUMBER: 21000074A	DRAWING NAME: V-EXHIB-PH-1A		

EXHIBIT "A"

SHEET NUMBER:
5 of 5

By: RICHIRCHNER

2021121000074A
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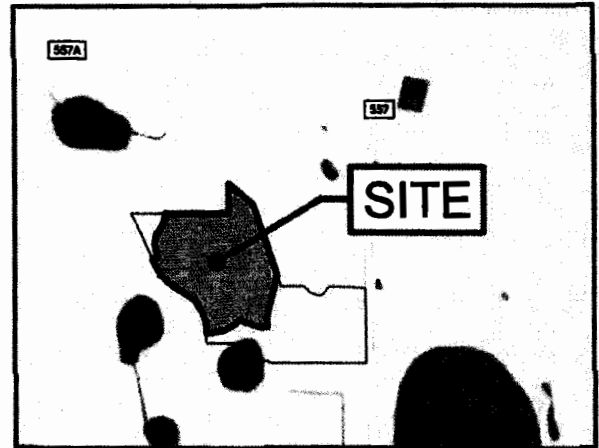
2021121000074A

SECTIONS 7 & 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST POLK COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 7 & 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, AS RECORDED IN OFFICIAL RECORDS BOOK 2700, PAGE 437 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 89°53'09" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 18, A DISTANCE OF 619.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°53'09" EAST, A DISTANCE OF 11147.96 FEET; THENCE NORTH 00°18'01" WEST, DEPARTING THE NORTHERLY LINE OF SAID SECTION 18, A DISTANCE OF 527.50 FEET; THENCE SOUTH 48°42'10" EAST, A DISTANCE OF 552.75 FEET; THENCE SOUTH 19°07'44" EAST, A DISTANCE OF 1349.90 FEET; THENCE SOUTH 14°20'14" WEST, A DISTANCE OF 763.57 FEET; THENCE SOUTH 04°15'06" EAST, A DISTANCE OF 60.02 FEET; THENCE 02°53'29" EAST, A DISTANCE OF 1111.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 440.99 FEET AND A CENTRAL ANGLE OF 15°46'29"; THENCE 121.42 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 85°00'15" WEST, A DISTANCE OF 121.03 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1439.72 FEET AND A CENTRAL ANGLE OF 13°08'33"; THENCE 330.24 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 71°49'14" WEST, A DISTANCE OF 329.52 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 411.00 FEET AND A CENTRAL ANGLE OF 09°33'37"; THENCE 68.58 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 61°30'31" WEST, A DISTANCE OF 68.50 FEET TO A POINT OF INTERSECTION WITH A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 610.27 FEET AND A CENTRAL ANGLE OF 32°51'24"; THENCE 349.97 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 57°46'08" WEST, A DISTANCE OF 345.19 FEET; THENCE SOUTH 75°58'18" WEST, A DISTANCE OF 212.56 FEET; THENCE NORTH 89°59'22" WEST, A DISTANCE OF 88.02 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF LAKE ALFRED-POLK CITY ROAD AS MONUMENTED; THENCE, ALONG SAID EASTERLY MAINTAINED RIGHT OF WAY LINE THE FOLLOWING TWENTY (20) COURSES; (1) NORTH 00°00'18" WEST, A DISTANCE OF 22.88 FEET; (2) NORTH 02°13'59" WEST, A DISTANCE OF 100.07 FEET;



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION CONTINUED ON SHEET 2.

NOTES

1. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE UNDERSIGNED PROFESSIONAL'S KNOWLEDGE, INFORMATION, AND BELIEF, AND IN ACCORDANCE WITH THE COMMONLY ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED.
2. IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION OR INK SEAL OF THE UNDERSIGNED PROFESSIONAL, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.
3. BEARINGS SHOWN HEREON ARE BASED THE NORTHERLY LINE OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH, RANGE 26 EAST BEING NORTH 89°53'09" EAST.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
6. THIS IS NOT A BOUNDARY SURVEY.

(SEE SHEET 2 FOR PARENT PARCEL)
(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)
(SEE SHEET 4 FOR LINE AND CURVE TABLES)

NOT VALID WITHOUT THE SIGNATURE AND THE PHYSICAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

THIS CERTIFIES THAT THIS SURVEY OR REPRESENTATION HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION AND UNDER THE SUPERVISION OF SURVEYORS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS CHAPTER 4A-17, FLORIDA STATUTES, AND THAT THE SURVEYOR HAS READ AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF HIS KNOWLEDGE AND BELIEF SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

CARLOS DAVID FERRAND - REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 4738

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PROJECT NUMBER:	DRAWING NAME:		
21000074A	V-EXBT-PH-2A		
SHEET TITLE:			
EXHIBIT "A"			
SHEET NUMBER:			
1 of 5			

2021121000074A\\v\exhibits\IV-EXBT-PH-2A.dwg\CSHT-01 By: RKIRCHNER

**SECTIONS 7 & 18, TOWNSHIP 27 SOUTH,
RANGE 26 EAST
POLK COUNTY, FLORIDA**

LEGAL DESCRIPTION

LEGAL DESCRIPTION CONTINUED FROM SHEET 1:

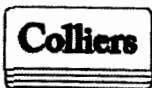
(3) NORTH 07°33'38" WEST, A DISTANCE OF 80.70 FEET; (4) NORTH 18°49'57" WEST, A DISTANCE OF 121.20 FEET; (5) NORTH 27°10'18" WEST, A DISTANCE OF 99.99 FEET; (6) NORTH 35°38'29" WEST, A DISTANCE OF 101.15 FEET; (7) NORTH 28°56'50" WEST, A DISTANCE OF 40.20 FEET; (8) NORTH 47°06'25" WEST, A DISTANCE OF 60.47 FEET; (9) NORTH 49°17'49" WEST, A DISTANCE OF 100.38 FEET; (10) NORTH 56°09'02" WEST, A DISTANCE OF 100.29 FEET; (11) NORTH 56°40'27" WEST, A DISTANCE OF 100.24 FEET; (12) NORTH 57°04'38" WEST, A DISTANCE OF 99.99 FEET; (13) NORTH 57°01'12" WEST, A DISTANCE OF 99.99 FEET; (14) NORTH 51°32'54" WEST, A DISTANCE OF 100.36 FEET; (15) NORTH 47°09'00" WEST, A DISTANCE OF 101.33 FEET; (16) NORTH 38°45'34" WEST, A DISTANCE OF 33.32 FEET; (17) NORTH 41°36'41" WEST, A DISTANCE OF 43.70 FEET; (18) NORTH 32°48'56" WEST, A DISTANCE OF 101.08 FEET; (19) NORTH 26°20'40" WEST, A DISTANCE OF 100.05 FEET; (20) NORTH 24°46'20" WEST, A DISTANCE OF 85.49 FEET; THENCE NORTH 64°21'03" EAST, DEPARTING SAID EASTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 120.11 FEET TO A POINT ON THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (S.W.F.W.M.D.) WETLAND LINE AS MARKED BY HORNER ENVIRONMENTAL SERVICES ON 02/02/2021; THENCE ALONG SAID S.W.F.W.M.D. WETLAND LINE, THE FOLLOWING TEN (10) COURSES; (1) NORTH 34°35'46" WEST, A DISTANCE OF 42.00 FEET; (2) NORTH 18°51'32" WEST, A DISTANCE OF 87.43 FEET; (3) NORTH 09°48'14" WEST, A DISTANCE OF 81.39 FEET; (4) NORTH 02°22'15" WEST, A DISTANCE OF 65.88 FEET; (5) NORTH 11°45'00" EAST, A DISTANCE OF 98.88 FEET; (6) NORTH 22°02'10" EAST, A DISTANCE OF 64.64 FEET; (7) NORTH 33°22'31" EAST, A DISTANCE OF 118.48 FEET (8) NORTH 27°00'21" EAST, A DISTANCE OF 85.30 FEET; (9) NORTH 17°10'39" EAST, A DISTANCE OF 75.72 FEET; (10) NORTH 09°38'35" EAST, A DISTANCE OF 100.11 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,596,289.94 SQUARE FEET OR 82.560 ACRES, MORE OR LESS.

(SEE SHEET ONE FOR NOTES AND DESCRIPTION OF SKETCH)
(SEE SHEET 3 FOR PARENT PARCEL)
(SEE SHEET 4 FOR SKETCH OF DESCRIPTION)
(SEE SHEET 5 FOR LINE AND CURVE TABLES)

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2021121000074ASURVEY\EXHIBIT\V-EXBT-PH-2A.dwg\ASHT-02 By: RKIRCHNER



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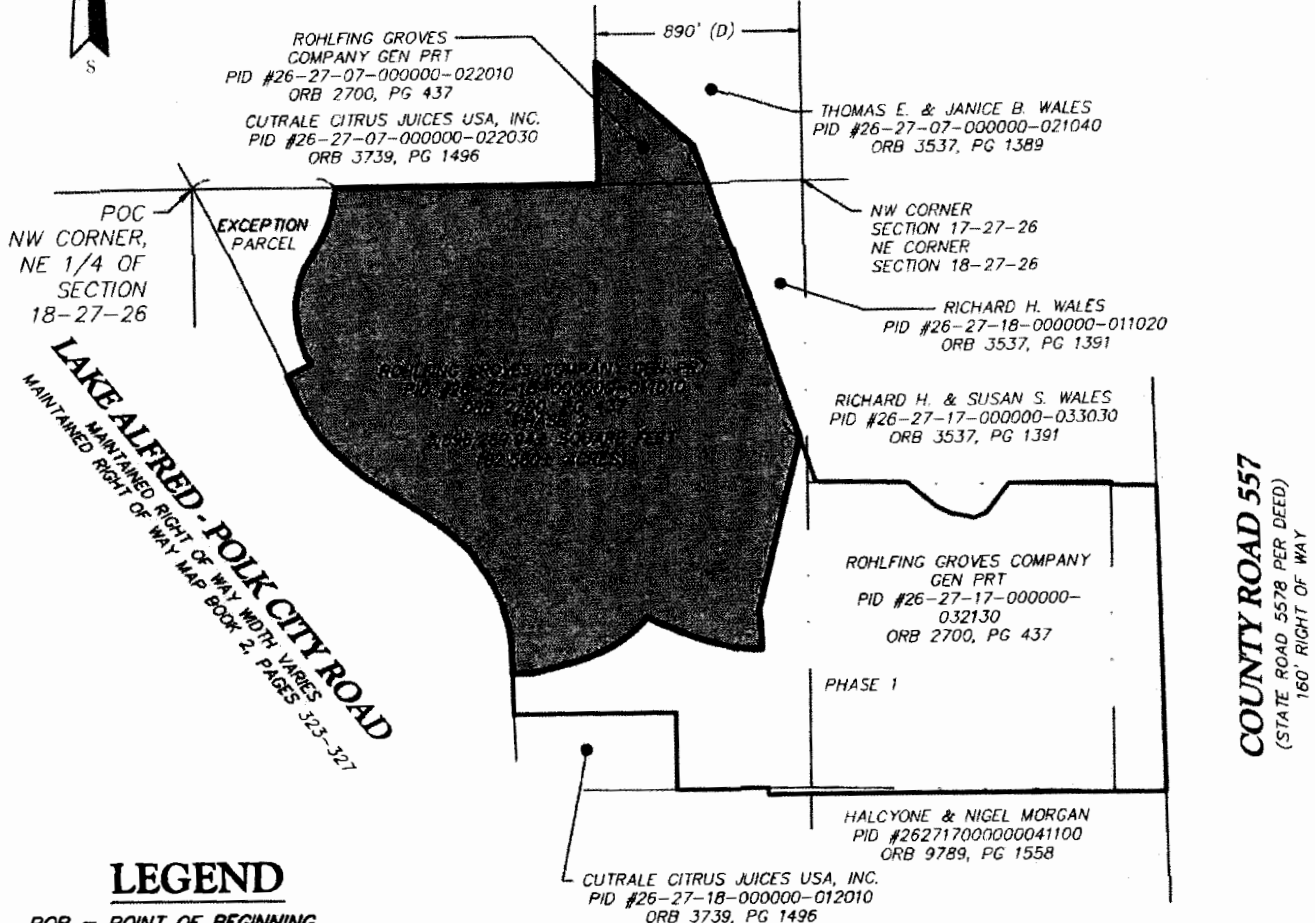
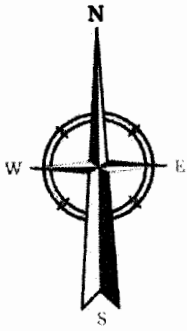
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SCALE: AS SHOWN	DATE: 11/12/2021	DRAWN BY: RPK	CHECKED BY: CDF
PROJECT NUMBER: 21000074A	DRAWING NAME: V-EXBT-PH-2A		

SHEET TITLE:
EXHIBIT "A"

SHEET NUMBER:
2 of 5

**SECTIONS 7 & 18, TOWNSHIP 27 SOUTH,
RANGE 26 EAST
POLK COUNTY, FLORIDA**



LEGEND

- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- (P) = PLAT DIMENSION
- (C) = CALCULATED DIMENSION
- (D) = DEED DIMENSION
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- S.F. = SQUARE FEET

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(SEE SHEET 1 & 2 FOR DESCRIPTION OF SKETCH)
(SEE SHEET 4 FOR SUBJECT PARCEL)
(SEE SHEET 5 FOR LINE AND CURVE TABLES)



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SHEET TITLE:
EXHIBIT "A"

SHEET NUMBER:
3 of 5

By: RKURCHNER
2021121000074A
V-ExhibitsV-EXHIB-PH-2A.dwg/SHT-03

**SECTIONS 7 & 18, TOWNSHIP 27 SOUTH,
RANGE 26 EAST
POLK COUNTY, FLORIDA**

LINE DATA		
SEGMENT	DIRECTION	LENGTH
L1	S 4° 15' 06" E	60.02'
L2	S 2° 53' 20" E	111.00'
L3	S 75° 58' 18" W	212.58'
L4	N 89° 59' 22" W	88.02'
L5	N 0° 00' 18" W	22.88'
L6	N 2° 13' 58" W	100.07'
L7	N 7° 33' 38" W	80.70'
L8	N 18° 49' 57" W	121.20'
L9	N 27° 10' 18" W	98.88'
L10	N 35° 38' 28" W	101.15'
L11	N 28° 56' 50" W	40.20'
L12	N 47° 06' 25" W	80.47'
L13	N 48° 17' 49" W	100.38'
L14	N 58° 08' 02" W	100.28'
L15	N 56° 40' 27" W	100.24'
L16	N 57° 04' 36" W	98.89'
L17	N 57° 01' 12" W	98.89'
L18	N 51° 32' 54" W	100.38'

LINE DATA		
SEGMENT	DIRECTION	LENGTH
L19	N 47° 09' 00" W	101.33'
L20	N 38° 45' 34" W	33.32'
L21	N 41° 38' 41" W	43.70'
L22	N 32° 48' 56" W	101.08'
L23	N 26° 20' 40" W	100.05'
L24	N 24° 48' 20" W	85.48'
L25	N 84° 21' 03" E	120.11'
L26	N 34° 35' 46" W	42.00'
L27	N 18° 51' 32" W	87.43'
L28	N 9° 48' 14" W	81.38'
L29	N 2° 22' 15" W	65.88'
L30	N 11° 45' 00" E	98.88'
L31	N 22° 02' 10" E	64.64'
L32	N 33° 22' 31" E	118.48'
L33	N 27° 00' 21" E	85.30'
L34	N 17° 10' 39" E	75.72'
L35	N 9° 38' 35" E	100.11'

CURVE DATA				
SEGMENT	RADIUS	LENGTH	DELTA	CHORD
C1	440.99'	121.42'	15° 48' 29"	N 85° 00' 15" W 121.03'
C2	1438.72'	330.24'	13° 08' 33"	N 71° 49' 14" W 328.52'
C3	411.00'	68.58'	9° 33' 37"	N 81° 30' 31" W 68.50'
C4	610.27'	348.97'	32° 51' 24"	S 57° 48' 08" W 345.19'

(SEE SHEETS 1 & 2 FOR DESCRIPTION OF SKETCH)
(SEE SHEET 3 FOR PARENT PARCEL)
(SEE SHEET 4 FOR SKETCH OF DESCRIPTION)

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ROHLFING GROVES
PHASE 2

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AS SHOWN	11/12/2021	RPK	CDP
PROJECT NUMBER:	DRAWING NAME:		
2100074A	V-EXBT-PW-2A		

SHEET TITLE:

EXHIBIT "A"

SHEET NUMBER:

5 of 5

By: RKIRCHNER

2021121000074A...v-ExhibitV-EXBT-PW-2A.dwg/SHT-05

EXHIBIT 3

**Consent and Authorization of Landowner
to the Establishment of a Community Development District
[Proposed Silverlake Community Development District]**

The undersigned is the owner of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property"). As an owner of lands that are intended to constitute all or a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District. The undersigned acknowledges that the petitioner has the right by contract for the establishment of the Community Development District, and Jere Earlywine of KE Law Group, PLLC is hereby authorized to file and prosecute the petition to establish the Community Development District.

This consent may be revoked by the undersigned by email to jere@kelawgroup.com delivered at least 48 hours prior to the adoption of an ordinance establishing the Community Development District. The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[SIGNATURE PAGE TO FOLLOW]

Consent and Joinder of Landowner
to the Establishment of a Community Development District
[Proposed Silverlake Community Development District]

Executed this 11 day of MARCH, 2022.

Witnessed:

[Signature]
LANDOWNER

[Signature]
Print Name: Shannon Hess

Jeffrey Deason
BY: vice President
ITS: Pulte Home Company LLC

[Signature]
Print Name: Katarina Diggs

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of MARCH, 2022, by Jeffrey Deason who appeared before me this day in person, and who is either personally known to me, or produced

_____ as identification



[Signature]
NOTARY PUBLIC, STATE OF Florida

Name: Katarina Diggs
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A: Legal Description

Consent and Joinder of Landowner
to the Establishment of a Community Development District
[Proposed Silverlake Community Development District]

Exhibit A:
Legal Description

LEGAL DESCRIPTION OF SILVERLAKE CDD

THE LEGAL DESCRIPTION OF SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT INCLUDES THE FOLLOWING THREE PARCELS:

PHASE 1

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 17 & 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, AS RECORDED IN OFFICIAL RECORDS BOOK 2700, PAGE 437 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 89°53'09" EAST, ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2657.72 FEET TO THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 26 EAST, ALSO BEING THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST; THENCE SOUTH 00°07'27" WEST, DEPARTING THE NORTH LINE OF SAID SECTION 18 AND ALONG THE EASTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, ALSO BEING THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 1208.17 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°07'44" EAST, DEPARTING THE EASTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17 AND THE WESTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 99.69 FEET; THENCE SOUTH 88°57'03" EAST, A DISTANCE OF 398.39 FEET; THENCE SOUTH 49°23'21" EAST, A DISTANCE OF 160.35 FEET; THENCE SOUTH 62°43'06" EAST, A DISTANCE OF 73.03 FEET; THENCE SOUTH 79°21'17" EAST, A DISTANCE OF 104.88 FEET; THENCE NORTH 67°39'02" EAST, A DISTANCE OF 56.94 FEET; THENCE NORTH 38°19'26" EAST, A DISTANCE OF 161.16 FEET; THENCE NORTH 89°51'18" EAST, A DISTANCE OF 447.30 FEET; THENCE SOUTH 00°02'37" WEST, A DISTANCE OF 14.46 FEET; THENCE SOUTH 89°19'57" EAST, A DISTANCE OF 197.80 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 557 (STATE ROAD 557 BY DEED); THENCE SOUTH 01°09'12" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 557, A DISTANCE OF 1313.22 FEET; THENCE SOUTH 89°58'15" WEST, DEPARTING THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 557, A DISTANCE OF 224.81 FEET; THENCE SOUTH 89°59'34" WEST, A DISTANCE OF 1323.28 FEET; THENCE SOUTH 89°48'02" WEST, A DISTANCE OF 186.89 FEET; THENCE NORTH 00°00'49" WEST, A DISTANCE OF 29.47 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 89°53'50" WEST, ALONG THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 398.86 FEET; THENCE NORTH 00°06'10" WEST, DEPARTING THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 330.11 FEET; THENCE SOUTH 89°53'17" WEST, A DISTANCE OF 698.75 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF LAKE ALFRED - POLK CITY ROAD, AS MONUMENTED; THENCE NORTH 01°52'13" WEST, ALONG THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF SAID LAKE ALFRED - POLK CITY ROAD, A DISTANCE OF 99.20 FEET; THENCE NORTH 00°00'18" WEST, A DISTANCE OF 77.12 FEET; THENCE SOUTH 89°59'22" EAST, DEPARTING THE EASTERLY RIGHT OF WAY LINE OF SAID LAKE ALFRED - POLK CITY ROAD, A DISTANCE OF 88.02 FEET; THENCE NORTH 75°58'18" EAST, A DISTANCE OF 212.56 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 610.27 FEET AND A CENTRAL ANGLE OF 32°51'24"; THENCE 349.97 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT,

SAID CURVE SUBTENDED BY A CHORD BEARING NORTH 57°46'08" EAST, A DISTANCE OF 345.19 FEET TO THE POINT OF INTERSECTION WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 411.00 FEET AND A CENTRAL ANGLE OF 09°33'37"; THENCE 68.58 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE SUBTENDED BY A CHORD BEARING SOUTH 61°30'31" EAST, A DISTANCE OF 68.50 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1439.72 FEET AND A CENTRAL ANGLE OF 13°08'33"; THENCE 330.24 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 71°49'14" EAST, A DISTANCE OF 329.52 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 440.99 FEET AND A CENTRAL ANGLE OF 15°46'29" THENCE 121.42 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 85°00'15" EAST, A DISTANCE OF 121.03 FEET; THENCE NORTH 02°53'29" WEST, A DISTANCE OF 111.00 FEET; THENCE NORTH 04°15'06" WEST, A DISTANCE OF 60.02 FEET; THENCE NORTH 14°20'14" EAST, A DISTANCE OF 763.57 FEET; THENCE SOUTH 19°07'44" EAST, A DISTANCE OF 99.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,684,567.72 SQUARE FEET OR 61.629 ACRES, MORE OR LESS.

TOGETHER WITH

PHASE 2

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 7 & 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, AS RECORDED IN OFFICIAL RECORDS BOOK 2700, PAGE 437 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

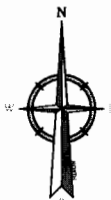
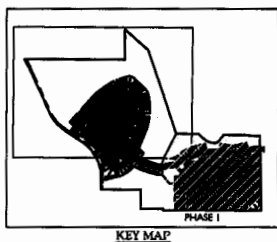
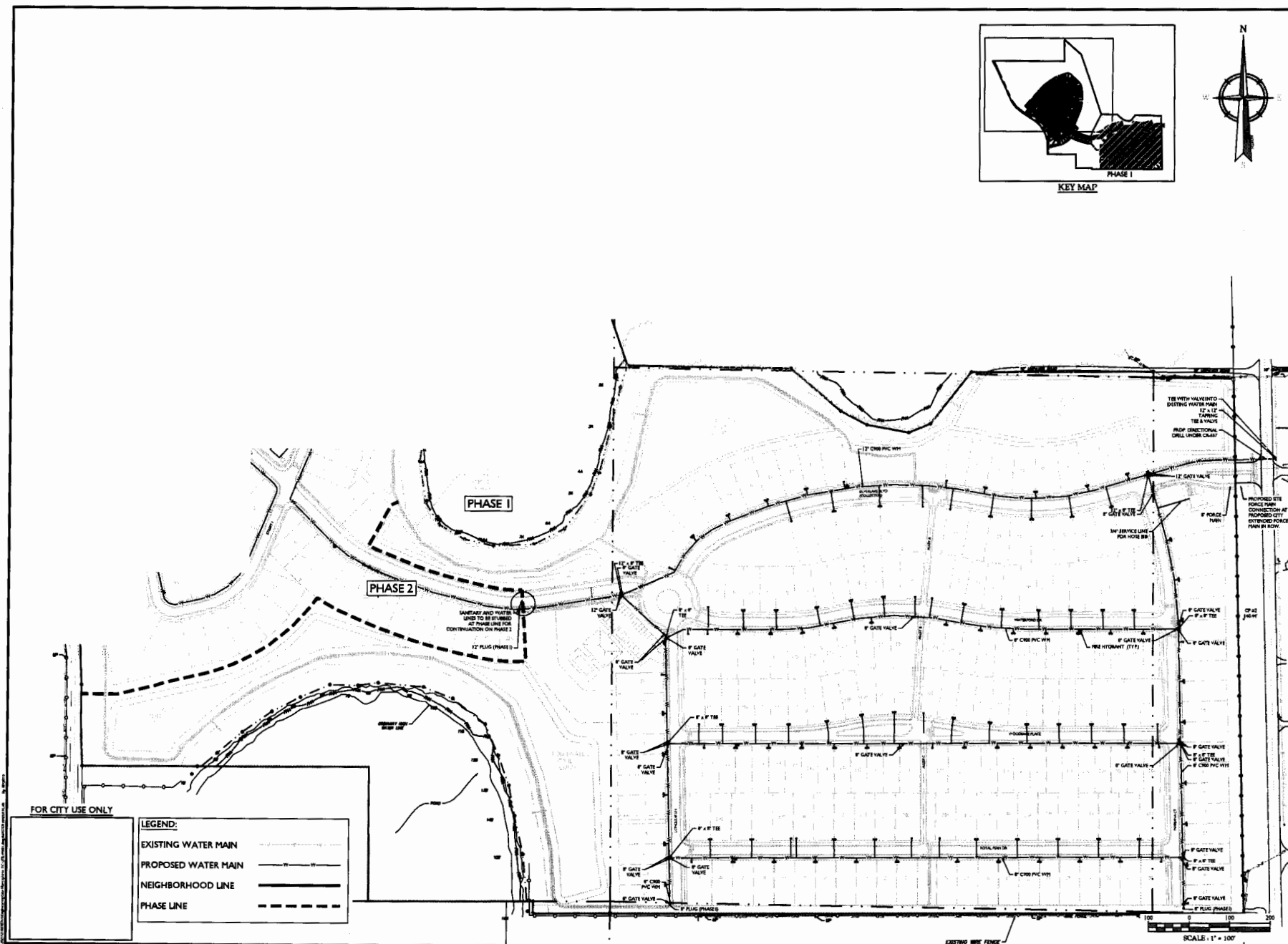
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 89°53'09" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 18, A DISTANCE OF 619.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°53'09" EAST, A DISTANCE OF 11147.96 FEET; THENCE NORTH 00°18'01" WEST, DEPARTING THE NORTHERLY LINE OF SAID SECTION 18, A DISTANCE OF 527.50 FEET; THENCE SOUTH 48°42'10" EAST, A DISTANCE OF 552.75 FEET; THENCE SOUTH 19°07'44" EAST, A DISTANCE OF 1349.90 FEET; THENCE SOUTH 14°20'14" WEST, A DISTANCE OF 763.57 FEET; THENCE SOUTH 04°15'06" EAST, A DISTANCE OF 60.02 FEET; THENCE 02°53'29" EAST, A DISTANCE OF 111.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 440.99 FEET AND A CENTRAL ANGLE OF 15°46'29"; THENCE 121.42 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 85°00'15" WEST, A DISTANCE OF 121.03 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1439.72 FEET AND A CENTRAL ANGLE OF 13°08'33"; THENCE 330.24 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 71°49'14" WEST, A DISTANCE OF 329.52 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 411.00 FEET AND A CENTRAL ANGLE OF 09°33'37"; THENCE 68.58 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 61°30'31" WEST, A DISTANCE OF 68.50 FEET TO A POINT OF INTERSECTION WITH A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 610.27 FEET AND A CENTRAL ANGLE OF 32°51'24"; THENCE 349.97 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH

57°46'08" WEST, A DISTANCE OF 345.19 FEET; THENCE SOUTH 75°58'18" WEST, A DISTANCE OF 212.56 FEET; THENCE NORTH 89°59'22" WEST, A DISTANCE OF 88.02 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF LAKE ALFRED-POLK CITY ROAD AS MONUMENTED; THENCE, ALONG SAID EASTERLY MAINTAINED RIGHT OF WAY LINE THE FOLLOWING TWENTY (20) COURSES; (1) NORTH 00°00'18" WEST, A DISTANCE OF 22.88 FEET; (2) NORTH 02°13'59" WEST, A DISTANCE OF 100.07 FEET; (3) NORTH 07°33'38" WEST, A DISTANCE OF 80.70 FEET; (4) NORTH 18°49'57" WEST, A DISTANCE OF 121.20 FEET; (5) NORTH 27°10'18" WEST, A DISTANCE OF 99.99 FEET; (6) NORTH 35°38'29" WEST, A DISTANCE OF 101.15 FEET; (7) NORTH 28°56'50" WEST, A DISTANCE OF 40.20 FEET; (8) NORTH 47°06'25" WEST, A DISTANCE OF 60.47 FEET; (9) NORTH 49°17'49" WEST, A DISTANCE OF 100.38 FEET; (10) NORTH 56°09'02" WEST, A DISTANCE OF 100.29 FEET; (11) NORTH 56°40'27" WEST, A DISTANCE OF 100.24 FEET; (12) NORTH 57°04'38" WEST, A DISTANCE OF 99.99 FEET; (13) NORTH 57°01'12" WEST, A DISTANCE OF 99.99 FEET; (14) NORTH 51°32'54" WEST, A DISTANCE OF 100.36 FEET; (15) NORTH 47°09'00" WEST, A DISTANCE OF 101.33 FEET; (16) NORTH 38°45'34" WEST, A DISTANCE OF 33.32 FEET; (17) NORTH 41°36'41" WEST, A DISTANCE OF 43.70 FEET; (18) NORTH 32°48'56" WEST, A DISTANCE OF 101.08 FEET; (19) NORTH 26°20'40" WEST, A DISTANCE OF 100.05 FEET; (20) NORTH 24°46'20" WEST, A DISTANCE OF 85.49 FEET; THENCE NORTH 64°21'03" EAST, DEPARTING SAID EASTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 120.11 FEET TO A POINT ON THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (S.W.F.W.M.D.) WETLAND LINE AS MARKED BY HORNER ENVIRONMENTAL SERVICES ON 02/02/2021; THENCE ALONG SAID S.W.F.W.M.D. WETLAND LINE, THE FOLLOWING TEN (10) COURSES; (1) NORTH 34°35'46" WEST, A DISTANCE OF 42.00 FEET; (2) NORTH 18°51'32" WEST, A DISTANCE OF 87.43 FEET; (3) NORTH 09°48'14" WEST, A DISTANCE OF 81.39 FEET; (4) NORTH 02°22'15" WEST, A DISTANCE OF 65.88 FEET; (5) NORTH 11°45'00" EAST, A DISTANCE OF 98.88 FEET; (6) NORTH 22°02'10" EAST, A DISTANCE OF 64.64 FEET; (7) NORTH 33°22'31" EAST, A DISTANCE OF 118.48 FEET (8) NORTH 27°00'21" EAST, A DISTANCE OF 85.30 FEET; (9) NORTH 17°10'39" EAST, A DISTANCE OF 75.72 FEET; (10) NORTH 09°38'35" EAST, A DISTANCE OF 100.11 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,596,289.94 SQUARE FEET OR 82.560 ACRES, MORE OR LESS.

COMBINED PARCELS 1 & 2 CONTAINS 6,280,857.66 SQUARE FEET OR 144.19 ACRES, MORE OR LESS

EXHIBIT 4



Collins
Engineering
& Design

www.collinsengineering.com

Large C-22C-120-1-1 (Rev. 1/2013) (1) 11/1/13
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NO.	DESCRIPTION	DATE	BY	CHECKED

This plan is a preliminary drawing. It is not to be used for construction without the approval of the City Engineer. The City Engineer's approval is required for construction. The City Engineer's approval is required for construction.

Stuart Milton Rogers
FLORIDA PROFESSIONAL ENGINEER
LICENSE NUMBER: PR00118
COLLEGE ENGINEERING & DESIGN, INC.

MASTER WATER PLAN FOR SILVERLAKE

PARCELS:
26-27-18-000000-011010 &
26-27-17-000000-032130

CITY OF LAKE ALFRED
POLK COUNTY
FLORIDA

Collins
Engineering
& Design
TAMPA
3801 WEST HANCOCK AVENUE
SUITE 102
TAMPA, FL 33604
PHONE: 813.207.1801
15000 W. HANCOCK AVENUE, SUITE 102, TAMPA, FL 33604

DATE	DESCRIPTION	BY	CHECKED

MASTER WATER PLAN

01 OF 01

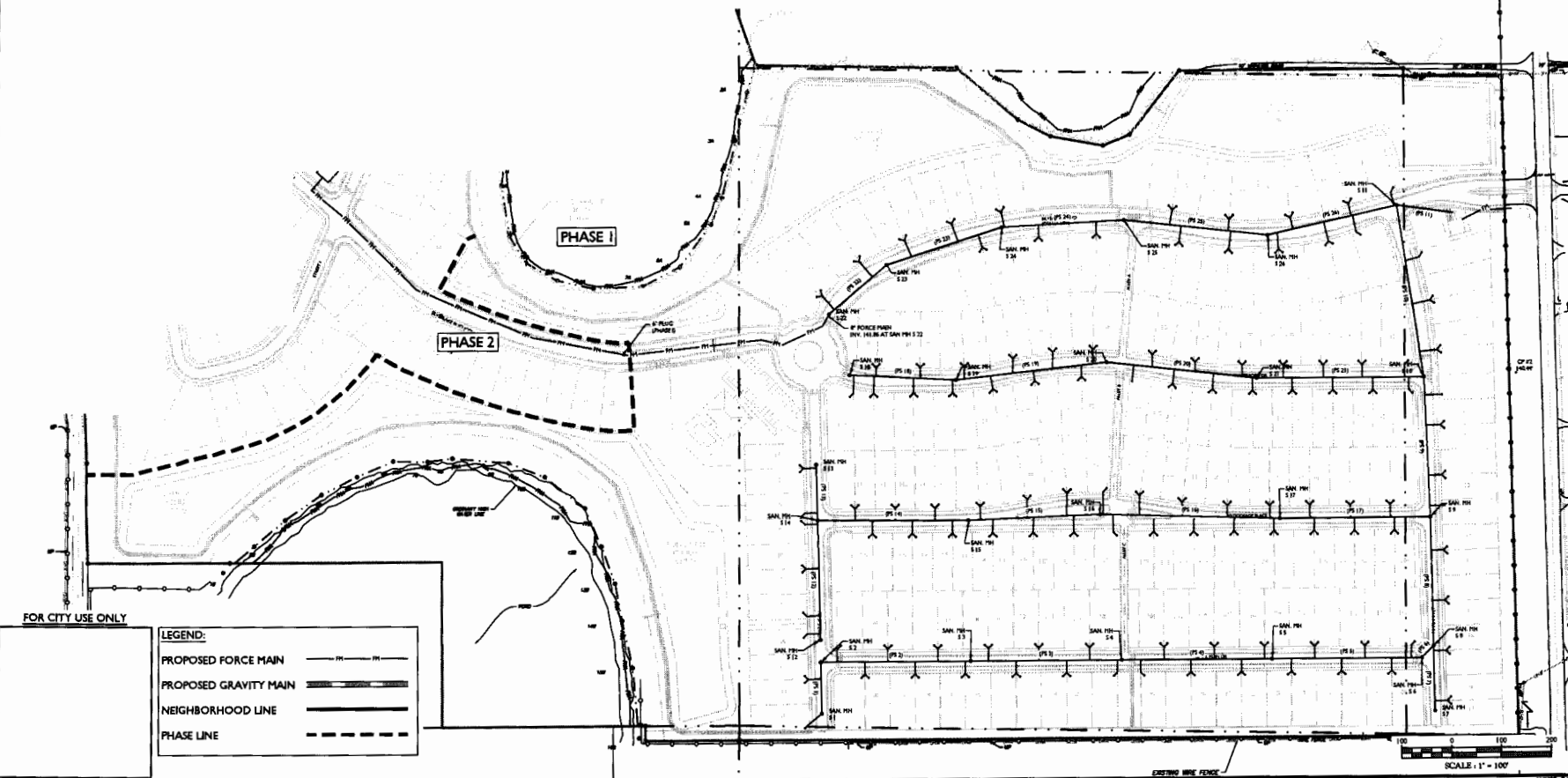
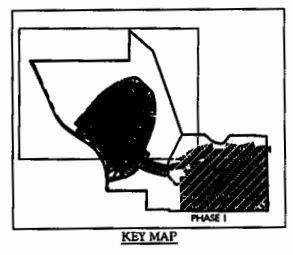
NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

SANITARY Structure Table					
Structure I.D.	Description	Para/Grass	Pipes (In)	Inverts (In)	Inverts (Out)
S1	48 in. dia. CONED PH	147.88	F SAN. PVC	142.75	F SAN. PVC 142.16
S2	48 in. dia. CONED PH	150.97	F SAN. PVC	145.84	F SAN. PVC 145.26
S3	48 in. dia. CONED PH	153.39	F SAN. PVC	148.26	F SAN. PVC 147.68
S4	48 in. dia. CONED PH	148.42	F SAN. PVC	143.31	F SAN. PVC 142.73
S5	48 in. dia. CONED PH	146.48	F SAN. PVC	141.56	F SAN. PVC 140.98
S6	48 in. dia. CONED PH	142.33	F SAN. PVC	137.36	F SAN. PVC 136.78
S7	48 in. dia. CONED PH	145.14	F SAN. PVC	140.17	F SAN. PVC 139.59
S8	48 in. dia. CONED PH	143.64	F SAN. PVC	138.67	F SAN. PVC 138.09
S9	48 in. dia. CONED PH	144.14	F SAN. PVC	139.17	F SAN. PVC 138.59
S10	48 in. dia. CONED PH	143.83	F SAN. PVC	138.86	F SAN. PVC 138.28
S11	48 in. dia. CONED PH	139.33	F SAN. PVC	134.36	F SAN. PVC 133.78
S12	48 in. dia. CONED PH	152.33	F SAN. PVC	147.36	F SAN. PVC 146.78
S13	48 in. dia. CONED PH	147.38	F SAN. PVC	142.41	F SAN. PVC 141.83
S14	48 in. dia. CONED PH	148.33	F SAN. PVC	143.36	F SAN. PVC 142.78
S15	48 in. dia. CONED PH	152.49	F SAN. PVC	147.52	F SAN. PVC 146.94
S16	48 in. dia. CONED PH	154.43	F SAN. PVC	149.46	F SAN. PVC 148.88
S17	48 in. dia. CONED PH	147.81	F SAN. PVC	142.84	F SAN. PVC 142.26
S18	48 in. dia. CONED PH	144.73	F SAN. PVC	139.76	F SAN. PVC 139.18
S19	48 in. dia. CONED PH	147.77	F SAN. PVC	142.80	F SAN. PVC 142.22
S20	48 in. dia. CONED PH	146.25	F SAN. PVC	141.28	F SAN. PVC 140.70

SANITARY Structure Table					
Structure I.D.	Description	Para/Grass	Pipes (In)	Inverts (In)	Inverts (Out)
S21	48 in. dia. CONED PH	144.72	F SAN. PVC	139.61	F SAN. PVC 139.03
S22	48 in. dia. CONED PH	146.43	F SAN. PVC	141.32	F SAN. PVC 140.74
S23	48 in. dia. CONED PH	148.34	F SAN. PVC	143.23	F SAN. PVC 142.65
S24	48 in. dia. CONED PH	145.43	F SAN. PVC	140.32	F SAN. PVC 139.74
S25	48 in. dia. CONED PH	146.78	F SAN. PVC	141.67	F SAN. PVC 141.09
S26	48 in. dia. CONED PH	149.29	F SAN. PVC	144.18	F SAN. PVC 143.60

SANITARY Pipe Table					
Pipe I.D.	Description	Length	Invert Up	Invert Chg	Slope
PS 1	F SAN. PVC	102	143.14	142.74	0.40%
PS 2	F SAN. PVC	299	142.65	141.46	0.40%
PS 3	F SAN. PVC	399	143.34	140.17	0.40%
PS 4	F SAN. PVC	299	140.14	138.94	0.40%
PS 5	F SAN. PVC	299	138.94	137.74	0.40%
PS 6	F SAN. PVC	137	137.54	137.14	0.40%
PS 7	F SAN. PVC	138	140.47	137.47	2.34%
PS 8	F SAN. PVC	137	137.33	136.93	0.40%
PS 9	F SAN. PVC	367	136.20	135.00	0.40%
PS 10	F SAN. PVC	367	134.99	133.60	0.40%
PS 11	F SAN. PVC	114	133.50	133.50	0.40%
PS 12	F SAN. PVC	239	140.47	140.27	1.34%
PS 13	F SAN. PVC	1117	142.31	142.27	0.40%
PS 14	F SAN. PVC	367	140.17	140.27	0.40%
PS 15	F SAN. PVC	367	140.17	139.13	0.40%
PS 16	F SAN. PVC	367	139.02	137.63	0.40%
PS 17	F SAN. PVC	367	137.63	136.20	0.40%
PS 18	F SAN. PVC	137	136.96	136.11	0.40%
PS 19	F SAN. PVC	367	139.01	137.38	0.40%
PS 20	F SAN. PVC	367	137.71	136.31	0.40%

SANITARY Pipe Table					
Pipe I.D.	Description	Length	Invert Up	Invert Chg	Slope
PS 21	F SAN. PVC	139	136.41	136.00	0.40%
PS 22	F SAN. PVC	139	141.74	141.10	0.44%
PS 23	F SAN. PVC	242	141.00	137.99	1.24%
PS 24	F SAN. PVC	242	137.99	136.88	0.46%
PS 25	F SAN. PVC	242	136.79	136.74	0.07%
PS 26	F SAN. PVC	242	136.44	133.40	0.40%



FOR CITY USE ONLY

LEGEND:

- PROPOSED FORCE MAIN ————
- PROPOSED GRAVITY MAIN ————
- NEIGHBORHOOD LINE ————
- PHASE LINE - - - - -

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10/11/2022 10:00 AM

Client: City of Lake Alfred, Polk County, Florida

Project: Master Wastewater Plan for Silverlake

Sheet: 01 OF 01

Scale: 1" = 100'

Notes: DO NOT SCALE DRAWINGS FOR CONSTRUCTION

Stuart Milton Rogers
FLORIDA PROFESSIONAL ENGINEER
LICENSE NUMBER: 12345
COLLINS ENGINEERING & DESIGN, INC.

MASTER WASTEWATER PLAN FOR SILVERLAKE

PARCELS: 26-27-18-000000-011010 & 26-27-17-000000-032130

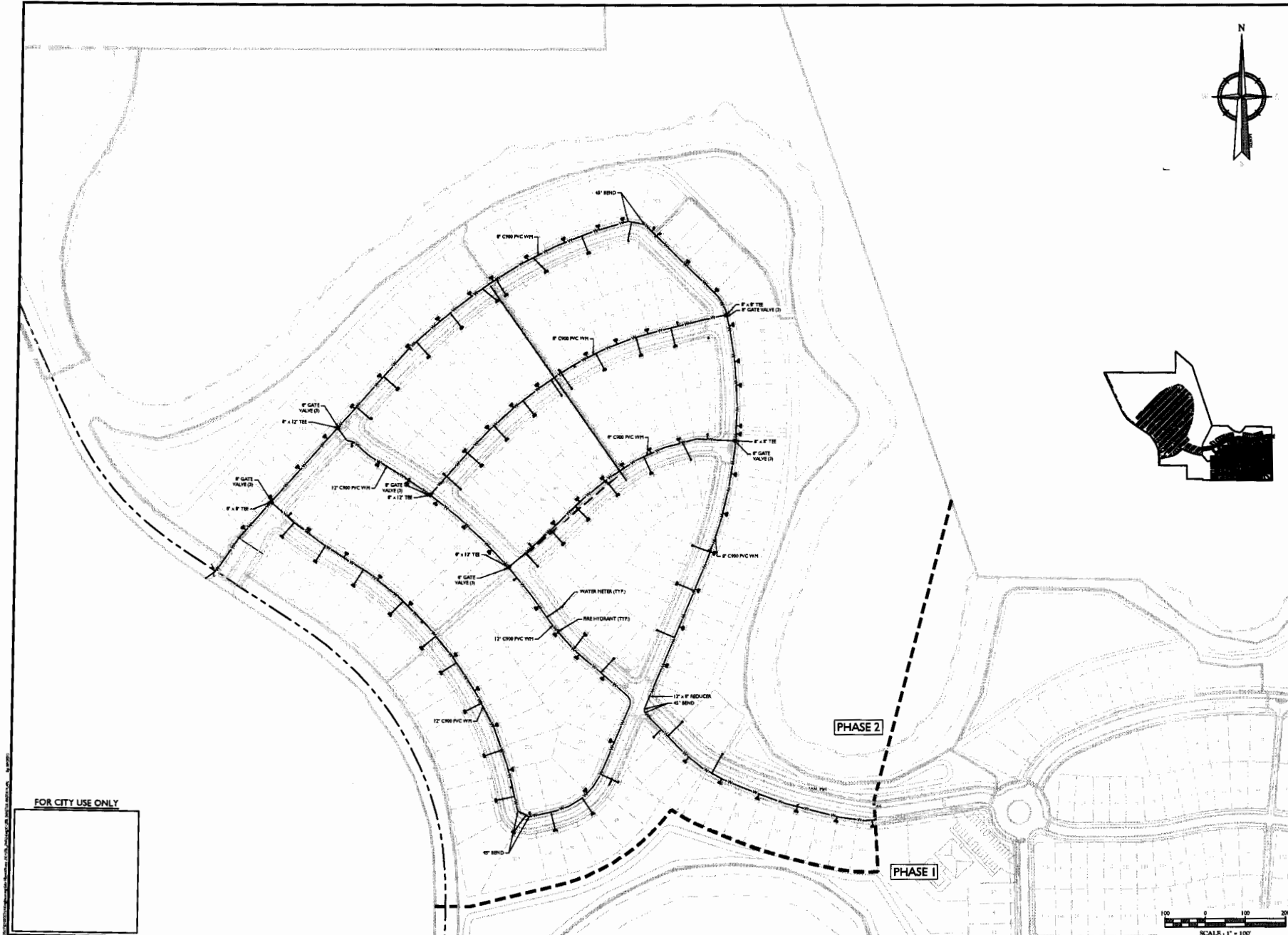
CITY OF LAKE ALFRED
POLK COUNTY
FLORIDA

DATE: 10/11/2022

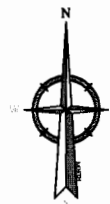
DESIGNED BY: [Name]

CHECKED BY: [Name]

IN CHARGE: [Name]



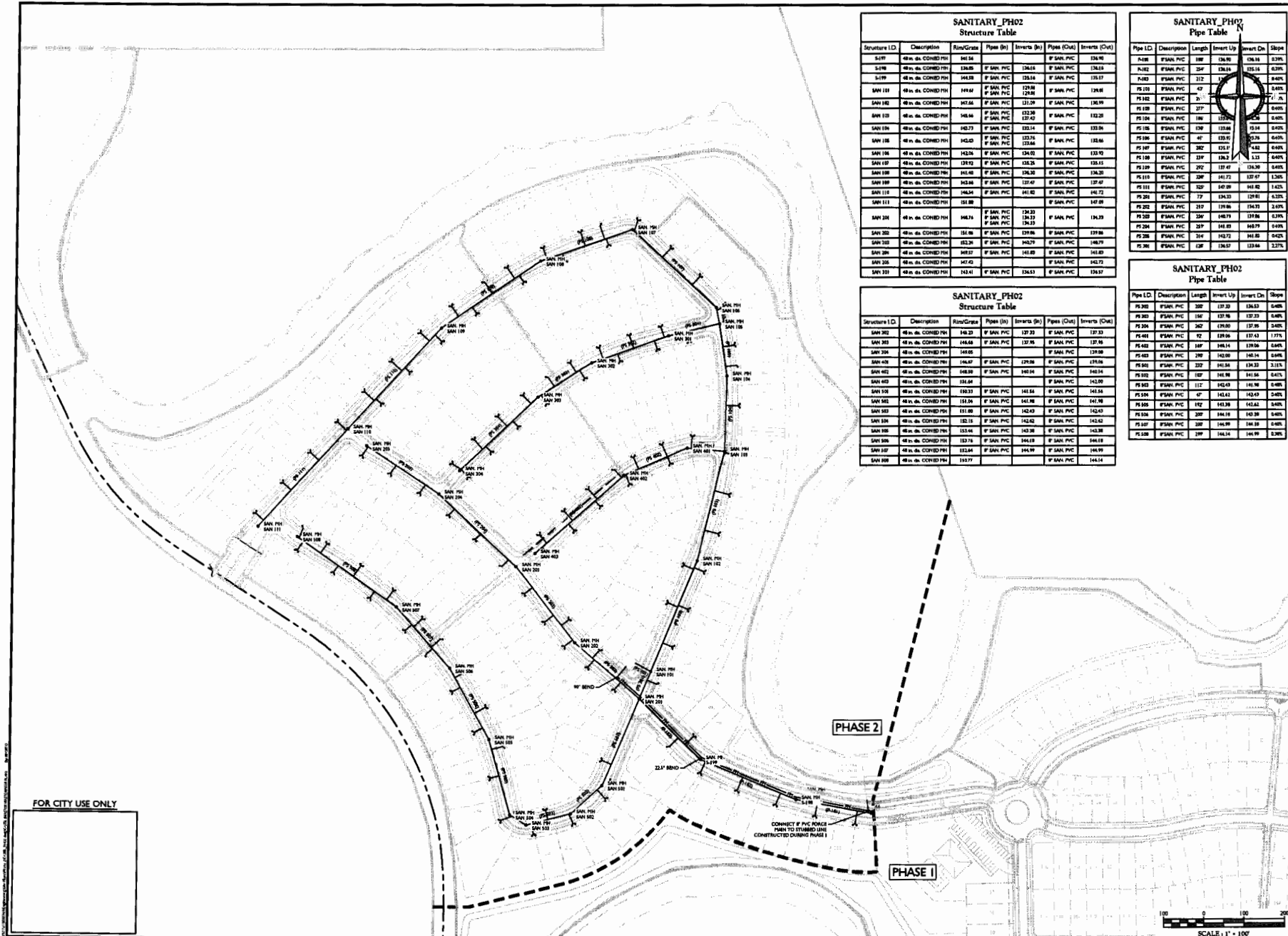
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Stuart Milton Rogers <small>FLORIDA PROFESSIONAL ENGINEER LICENSE NUMBER: FPE0118 COLUMBIAN ENGINEERING & DESIGN, INC.</small>			
CONSTRUCTION PLAN FOR SILVERLAKE (PHASE II)			
PARCELS: 26-27-18-000000-011010 & 26-27-17-000000-032130			
CITY OF LAKE ALFRED POLK COUNTY FLORIDA			
 7840 N. Hwy 170, Suite 1000 Tampa, FL 33614 Phone: 813.292.1241 Fax: 813.292.1242 Email: info@colten.com Website: www.colten.com			
DATE	DESIGN	ISSUE NO.	PROJECT NO.
MASTER WATER PLAN			
01 OF 01			

SCALE: 1" = 100'

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION



SANITARY_PH02 Structure Table

Structure I.D.	Description	Flow/Grade	Pipe (In)	Inverts (In)	Pipes (Dia)	Inverts (Dia)
S477	48 in. dia. CONHD FTH	461.34			12" SAN. PVC	124.70
S478	48 in. dia. CONHD FTH	134.85	12" SAN. PVC	124.61	12" SAN. PVC	124.61
S479	48 in. dia. CONHD FTH	144.38	12" SAN. PVC	124.61	12" SAN. PVC	124.61
SAN 181	48 in. dia. CONHD FTH	149.41	12" SAN. PVC	124.61	12" SAN. PVC	124.61
SAN 182	48 in. dia. CONHD FTH	143.66	12" SAN. PVC	121.29	12" SAN. PVC	124.79
SAN 153	48 in. dia. CONHD FTH	144.84	12" SAN. PVC	122.30	12" SAN. PVC	122.29
SAN 154	48 in. dia. CONHD FTH	140.73	12" SAN. PVC	123.14	12" SAN. PVC	123.09
SAN 155	48 in. dia. CONHD FTH	142.52	12" SAN. PVC	123.74	12" SAN. PVC	123.66
SAN 154	48 in. dia. CONHD FTH	142.24	12" SAN. PVC	124.92	12" SAN. PVC	123.70
SAN 157	48 in. dia. CONHD FTH	128.12	12" SAN. PVC	123.23	12" SAN. PVC	123.11
SAN 158	48 in. dia. CONHD FTH	141.46	12" SAN. PVC	124.20	12" SAN. PVC	124.20
SAN 159	48 in. dia. CONHD FTH	142.46	12" SAN. PVC	127.47	12" SAN. PVC	127.47
SAN 119	48 in. dia. CONHD FTH	144.24	12" SAN. PVC	141.82	12" SAN. PVC	142.72
SAN 111	48 in. dia. CONHD FTH	131.88			12" SAN. PVC	147.89
SAN 201	48 in. dia. CONHD FTH	144.74	12" SAN. PVC	124.22	12" SAN. PVC	124.29
SAN 202	48 in. dia. CONHD FTH	151.86	12" SAN. PVC	129.88	12" SAN. PVC	129.88
SAN 203	48 in. dia. CONHD FTH	152.24	12" SAN. PVC	140.77	12" SAN. PVC	140.79
SAN 204	48 in. dia. CONHD FTH	149.27	12" SAN. PVC	141.89	12" SAN. PVC	141.89
SAN 205	48 in. dia. CONHD FTH	147.42			12" SAN. PVC	142.72
SAN 207	48 in. dia. CONHD FTH	142.61	12" SAN. PVC	124.61	12" SAN. PVC	124.61

SANITARY_PH02 Structure Table

Structure I.D.	Description	Flow/Grade	Pipe (In)	Inverts (In)	Pipes (Dia)	Inverts (Dia)
SAN 202	48 in. dia. CONHD FTH	146.22	12" SAN. PVC	127.23	12" SAN. PVC	127.23
SAN 203	48 in. dia. CONHD FTH	144.66	12" SAN. PVC	127.76	12" SAN. PVC	127.76
SAN 204	48 in. dia. CONHD FTH	149.85			12" SAN. PVC	129.89
SAN 415	48 in. dia. CONHD FTH	146.87	12" SAN. PVC	128.89	12" SAN. PVC	128.89
SAN 402	48 in. dia. CONHD FTH	146.58	12" SAN. PVC	140.14	12" SAN. PVC	140.14
SAN 403	48 in. dia. CONHD FTH	151.84			12" SAN. PVC	142.39
SAN 518	48 in. dia. CONHD FTH	130.33	12" SAN. PVC	141.54	12" SAN. PVC	141.54
SAN 504	48 in. dia. CONHD FTH	151.24	12" SAN. PVC	141.98	12" SAN. PVC	141.98
SAN 503	48 in. dia. CONHD FTH	151.86	12" SAN. PVC	142.43	12" SAN. PVC	142.43
SAN 504	48 in. dia. CONHD FTH	152.15	12" SAN. PVC	142.62	12" SAN. PVC	142.62
SAN 505	48 in. dia. CONHD FTH	152.44	12" SAN. PVC	142.29	12" SAN. PVC	142.29
SAN 506	48 in. dia. CONHD FTH	152.74	12" SAN. PVC	144.19	12" SAN. PVC	144.19
SAN 507	48 in. dia. CONHD FTH	152.84	12" SAN. PVC	144.79	12" SAN. PVC	144.79
SAN 508	48 in. dia. CONHD FTH	152.77			12" SAN. PVC	144.14

SANITARY_PH02 Pipe Table

Pipe I.D.	Description	Length	Invert Up	Invert Dn	Slope
P418	12" SAN. PVC	188	124.70	124.70	0.00%
P412	12" SAN. PVC	257	124.61	124.61	0.00%
P402	12" SAN. PVC	212	124.61	124.61	0.00%
P513	12" SAN. PVC	47	124.61	124.61	0.00%
P512	12" SAN. PVC	27	124.61	124.61	0.00%
P510	12" SAN. PVC	138	123.09	123.09	0.00%
P5104	12" SAN. PVC	47	123.09	123.09	0.00%
P5105	12" SAN. PVC	47	123.09	123.09	0.00%
P5106	12" SAN. PVC	382	123.09	123.09	0.00%
P5107	12" SAN. PVC	227	123.09	123.09	0.00%
P5108	12" SAN. PVC	272	123.09	123.09	0.00%
P5109	12" SAN. PVC	206	123.09	123.09	0.00%
P5110	12" SAN. PVC	327	123.09	123.09	0.00%
P5111	12" SAN. PVC	327	123.09	123.09	0.00%
P5112	12" SAN. PVC	77	123.09	123.09	0.00%
P5122	12" SAN. PVC	212	124.61	124.61	0.00%
P5123	12" SAN. PVC	238	124.61	124.61	0.00%
P5124	12" SAN. PVC	237	124.61	124.61	0.00%
P5125	12" SAN. PVC	244	124.61	124.61	0.00%
P5126	12" SAN. PVC	128	124.61	124.61	0.00%

SANITARY_PH02 Pipe Table

Pipe I.D.	Description	Length	Invert Up	Invert Dn	Slope
P5127	12" SAN. PVC	267	127.23	127.23	0.00%
P5128	12" SAN. PVC	267	127.23	127.23	0.00%
P5129	12" SAN. PVC	267	127.76	127.76	0.00%
P5130	12" SAN. PVC	92	129.89	129.89	0.00%
P5131	12" SAN. PVC	187	140.14	139.06	0.84%
P5132	12" SAN. PVC	289	140.89	140.14	0.54%
P5133	12" SAN. PVC	322	141.54	139.23	1.11%
P5134	12" SAN. PVC	187	141.98	141.54	0.31%
P5135	12" SAN. PVC	117	142.43	141.98	0.40%
P5136	12" SAN. PVC	47	142.62	142.43	0.14%
P5137	12" SAN. PVC	112	142.29	142.62	0.40%
P5138	12" SAN. PVC	207	144.19	142.29	0.40%
P5139	12" SAN. PVC	207	144.79	144.19	0.40%
P5140	12" SAN. PVC	189	144.14	144.79	0.39%

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CONSTRUCTION PLAN
FOR
SILVERLAKE (PHASE II)

PARCELS:
26-27-18-000000-011010 &
26-27-17-000000-032130

CITY OF LAKE ALFRED
POLK COUNTY
FLORIDA

Collins Engineering & Design
13471 West Mackay Avenue
Suite 100
Tampa, FL 33634
Phone: 813.292.1961
Collins Engineering & Design
13471 West Mackay Avenue
Suite 100
Tampa, FL 33634

DATE: 01/20/2022
BY: JRM
CHECKED BY: JRM
PROJECT NUMBER: 21000004
DRAWING NUMBER: SAN_PH02

MASTER WASTEWATER PLAN

01 OF 01

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

EXHIBIT 5

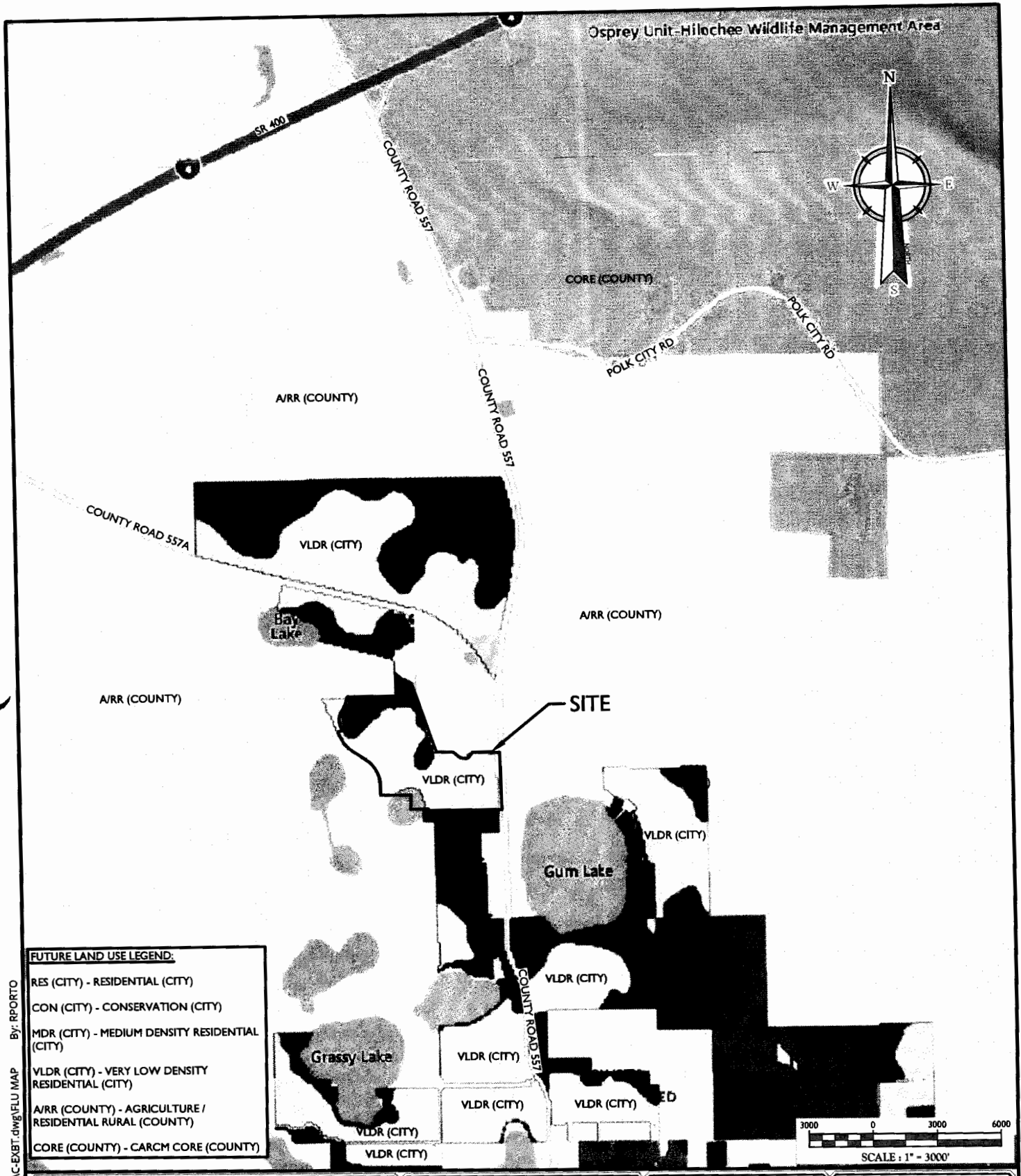
SILVERLAKE COST CHART

PROPOSED FACILITIES & ESTIMATED COSTS CHART			
Improvement	Estimated Cost	Financing Entity	Ownership & Maintenance Entity
Stormwater Management System	\$2,100,000	CDD	CDD
Roadways	\$1,300,000	CDD	City
Water & Wastewater Systems	\$2,000,000	CDD	City
Undergrounding of Conduit	\$15,000	CDD	CDD
Hardscaping, Landscape, Irrigation	\$1,600,000	CDD	CDD
Amenities	\$1,700,000	CDD	CDD
Conservation Areas	\$100,000	CDD	CDD
Offsite Improvements	\$900,000	CDD	City
Professional Services	\$500,000	CDD	CDD
20% Contingency	\$2,043,000	CDD	As above
TOTAL	\$12,258,000		

Silver Lakes CDD
Unit Mix Summary

<u>Phase</u>	<u>40 ft Lots</u>	<u>Models</u>	<u>50 ft Lots</u>	<u>Models</u>	<u>Total</u>
1	106	Hamden,McNair, Tybee	108	Hamden,McNair, Tybee	214
2	<u>80</u>	Browning,Chapman,Hanover, Seabrook, Thompson, Wakefield	<u>124</u>	Browning,Chapman,Hanover, Seabrook, Thompson, Wakefield	<u>204</u>
Total	186		232		418


EXHIBIT 6



FUTURE LAND USE LEGEND:

RES (CITY) - RESIDENTIAL (CITY)
CON (CITY) - CONSERVATION (CITY)
MDR (CITY) - MEDIUM DENSITY RESIDENTIAL (CITY)
VLDR (CITY) - VERY LOW DENSITY RESIDENTIAL (CITY)
A/RR (COUNTY) - AGRICULTURE / RESIDENTIAL RURAL (COUNTY)
CORE (COUNTY) - CARCM CORE (COUNTY)

2021121000074ALE...ering,Exhibits\C-EXBT.dwg\VELU MAP By: RPORTO



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FUTURE LAND USE MAP

FOR

SILVERLAKE

PARCELS:

26-27-18-000000-011010 &
26-27-17-000000-032130

CITY OF LAKE ALFRED

POLK COUNTY

FLORIDA

811

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FUTURE LAND USE MAP			
SCALE: AS SHOWN	DATE: 03/15/22	DRAWN BY: RFP	CHECKED BY: SMR
PROJECT NUMBER: 21000074A	DRAWING NAME: C-EXBT		
SHEET TITLE: FUTURE LAND USE MAP			
SHEET NUMBER: 01 of 01			

EXHIBIT 7

SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT

Statement
of
Estimated Regulatory Costs

August 11, 2022



Provided by

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Silverlake Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 144.19 +/- acres of land located within the City of Lake Alfred, Florida (the "City") and is projected to contain approximately 421 residential dwelling units, which will make up the Silverlake development ("Project"). The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of the Silverlake Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a master planned residential development currently anticipated to contain a total of approximately 421 residential dwelling units, all within the boundaries of the District. Table 1 under Section 5.0 detail the anticipated improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Silverlake.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

- (a) An economic analysis showing whether the rule directly or indirectly:
 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment,

or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (City of Lake Alfred, according to Census 2020, has a population of 6,374; therefore, it is defined as a small City for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned residential development. The development of the approximately 144.19 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 421 residential dwelling units, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State or the City by virtue that the District will be one of many already existing similar districts within the State and also one of many already existing similar districts in the City. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the City to offset any expenses that the City may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five year period, this would not be unusual for a Project of this nature and the infrastructure and services proposed to be provided by the District will be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of their debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District. Pursuant to Section 190.016(15), Florida Statutes, no bonds or other

obligations of the District shall constitute a debt or obligation of the City of Lake Alfred, Polk County or the State of Florida.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) the City and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. City of Lake Alfred

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the City. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

The proposed District will serve land that comprises an approximately 144.19 +/- acre master planned residential development currently anticipated to contain a total of approximately 421 residential dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 1,473 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The City, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed

hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

The City is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of the City. Therefore, the City (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

City of Lake Alfred, Florida

The proposed land for the District is located within City of Lake Alfred, Florida and consists of less than 2,500 acres. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the City already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to the City, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the City faces are the

minimal costs of receiving and reviewing the various reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it establishes a monitoring program for this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida, the City of Lake Alfred or any other unit of local government. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 1 also illustrates the estimated costs of construction of the capital facilities. Total costs of construction for those facilities that may be provided are estimated to be approximately \$12,258,000. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 1.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

**SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT
Proposed Facilities and Services**

PROPOSED FACILITIES & ESTIMATED COSTS CHART			
Improvement	Estimated Cost	Financing Entity	Ownership & Maintenance Entity
Stormwater Management System	\$2,100,000	CDD	CDD
Roadways	\$1,300,000	CDD	City
Water & Wastewater Systems	\$2,000,000	CDD	City
Undergrounding of Conduit	\$15,000	CDD	CDD
Hardscaping, Landscape, Irrigation	\$1,600,000	CDD	CDD
Amenities	\$1,700,000	CDD	CDD
Conservation Areas	\$100,000	CDD	CDD
Offsite Improvements	\$900,000	CDD	City
Professional Services	\$500,000	CDD	CDD
20% Contingency	\$2,043,000	CDD	As above
TOTAL	\$12,258,000		

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, City or its dependent districts, or City management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as cities, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-

growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

City of Lake Alfred has a population of 6,374 according to the Census 2020 conducted by the United States Census Bureau and is therefore defined as a "small" City according to Section 120.52, F.S. It can be reasonably expected that the establishment of a community development district for the Silverlake development will not produce any marginal effects that would be different from those that would have occurred if the Silverlake development was developed without a community development district established for it by the City.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Silverlake Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the City could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Table 1 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Silverlake development. First, unlike a CDD, this alternative would require the City to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Silverlake development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other City responsibilities. By contrast, if the City were to establish and administer a dependent Special District, then the residents and landowners of the Silverlake development would take their grievances and desires to the City Commission meetings.

Third, any debt of an independent CDD is strictly that District's responsibility. While it may be technically true that the debt of a City-established, dependent Special District is not strictly the City's responsibility, any financial problems that a dependent Special District may have may reflect on the City. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low cost funds from the municipal capital market. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports

the petition to establish the Silverlake Community Development District.

**APPENDIX A
LIST OF REPORTING REQUIREMENTS**

REPORT	FL. STATUTE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the City after financing

EXHIBIT 8

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jere Earlywine of KE Law Group, PLLC to act as agent for Petitioner, Pulte Home Company, LLC, with regard to any and all matters pertaining to the Petition to the City Commission for the City of Lake Alfred, Florida, to Establish the Silverlake Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1), *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

Witnessed:

Shannon Hess
Print Name: Shannon Hess

Katarina Diggs
Print Name: Katarina Diggs

[Signature]
PETITIONER

Jeffrey Deason
By: Pulte Home Company LLC
Its: Vice President

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of MARCH, 2022, by Jeffrey Deason, as vice president of Pulte Home Company LLC on its behalf. He is personally known to me or produced _____ as identification.



Katarina Diggs
Notary Public, State of Florida

EXHIBIT 9

Prepared by and return to:
Scott Clements
Area General Counsel
Pulte Home Company, LLC
2301 Lucien Way, Suite 155
Maitland, Florida 32751

AFFIDAVIT

**STATE OF FLORIDA
COUNTY OF ORANGE**

BEFORE ME, the undersigned officer authorized to administer oaths, on this day personally appeared **Scott M. Clements**, who upon being duly sworn, deposes and says:

1. He is over the age of eighteen (18) years and has personal knowledge of the facts stated herein.
2. He is Area General Counsel, Vice President, and Assistant Secretary of **Pulte Home Company, LLC**, a Michigan limited liability company (the "LLC"), successor by conversion of **Pulte Home Corporation**, a Michigan corporation, which has never been dissolved.
3. The individuals identified below have been duly authorized to execute documents on behalf of the LLC in accordance with the Signing Power Resolutions adopted by the LLC as of January 1, 2017, currently in effect and attached hereto in pertinent part as Exhibit "A" (the "Signing Powers Resolution"), and such documents, properly executed by the individuals identified below, on behalf of the LLC are binding upon the LLC:

Rich McCormick	Area President (Florida)
Brian Yonaley	Area Vice President – Finance (Florida)
Sean Strickler	Division President (West Florida)
Matthew Hurd	Vice President – Finance (West Florida)
Daniel Bryce Langen	Vice President – Finance and Treasurer
Gregory S. Rives	Assistant Treasurer
Scott Himelhoch	Vice President – Land Acquisition (West Florida)
Jeffrey Deason	Vice President – Land Development (West Florida)
Michael Piendel	Director – Land Development (West Florida)
Ray Aponte	Director – Land Development (West Florida)
Kelli Bailey	Vice President – Sales (West Florida)
Jody Salter	Vice President – Construction Operations (West Florida)
Kimberly Driscoll	Director – Purchasing (West Florida)
Travis Hucks	Director of Product (Florida Zone)
Scott Clements	Vice President, Assistant Secretary
Joshua S. Graeve	Assistant Secretary (North Florida, West Florida, Southeast Florida, and Southwest Florida)
Craig Russo	Assistant Secretary (North Florida, West Florida, Southeast Florida, and Southwest Florida)
Michael Blake Lapinsky	Assistant Secretary (North Florida, West Florida, Southeast Florida, and Southwest Florida)
Justin Wood	Assistant Secretary (North Florida, West Florida, Southeast Florida, and Southwest Florida)
Mark Hofferberth	Assistant Secretary (North Florida, West Florida, Southeast Florida, and Southwest Florida)

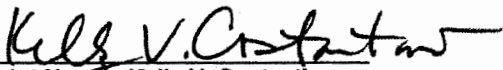
4. The Signing Powers Resolution, Paragraph C., RESOLUTIONS, I-V, VII, and VIII, identifies certain titles in the Division Specific Signing Power sections, which titles are clarified and shall correspond as set forth below:
 - A. Omission of the words "Gulf Coast," "Florida," "West Florida," "North Florida," "Southwest Florida" or "Southeast Florida" after an officer's name does not constitute improper, incomplete or incorrect execution and does not affect or limit the authority of the otherwise duly authorized officer in any way;
 - B. Division VP/Director of Finance shall mean either a Division-level (i.e., West Florida-level) Vice President – Finance or a Director of Finance;
 - C. Division VP/Director of Land Development/Acquisition shall mean either a Division-level (i.e., a West Florida-level) Vice President – Land Development or Vice President – Land Acquisition; or either a Director of Land Development or a Director of Land Acquisition;

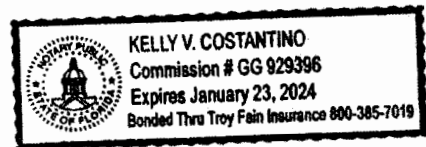
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- D. Division VP/Director of Construction Operations shall also mean either a Division-level (i.e., West Florida-level) Vice President – Construction Operations or a Director of Construction Operations;
 - E. Division Purchasing Director/Manager shall also mean Director – Purchasing, or Manager – Purchasing or Purchasing Manager;
 - F. Division/Project Controller shall also mean either Division Controller or Project Controller;
 - G. Division VP of Sales shall also mean Vice President – Sales.
5. Additionally and specifically, **Nikki Morris, Danielle Hassan, Brianna Riscossa, Stephanie Bradshaw, Nicole Pavlik, and Danielle Fabbri**, as **Closing/Homebuyer Coordinators**; **Rhonda Myers**, as **Controller**; and **Amy Stuart, Jacque Gendron, and Cheryl Brown**, as **General Sales Managers**, have been duly authorized to execute (i) contracts for the sale of residential homes or lots to consumers (not to another business), and (ii) deeds of conveyance and all other documents that are relevant or incident to the sale and closing of residential homes or lots to consumers (not to another business), including any mortgage-related documents, such as buydown agreements or other relevant documents, on behalf of the LLC, and such documents, properly executed by them on behalf of the LLC are binding upon the LLC.
- Further, **Daniel Bryce Langen**, as **Vice President-Finance and Treasurer**, and **Gregory S. Rives**, as **Assistant Treasurer**, have been and are duly authorized to execute bonds and any other bond-related documents on behalf of the LLC, and such documents, properly executed on behalf of the LLC are binding upon the LLC.
- 6. The LLC is not now and has never been a debtor in a bankruptcy proceeding during the existence of the LLC.
 - 7. This Affidavit is given to evidence the incumbency and authority of the employees named above.


 Scott M. Clements

Sworn to and subscribed before me by means of physical presence or online notarization this 27th day of January, 2022, by Scott M. Clements, Area General Counsel, Vice President, and Assistant Secretary of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of the LLC, who is personally known to me.


 Print Name: Kelly V. Costantino
 Notary Public, State of Florida
 Commission No.: GG929396
 Commission Expires: 01/23/2024



**EXHIBIT A
SIGNING POWER RESOLUTIONS**

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**CERTIFIED RESOLUTIONS
OF THE BOARD OF DIRECTORS OF
PULTE HOME COMPANY, LLC**

I, Scott M. Clements, hereby certify that I am a duly elected and acting Assistant Secretary of PULTE HOME COMPANY, LLC, a limited liability company authorized and existing under the laws of the State of Michigan; that attached is a true copy of the resolutions adopted by the Board of Directors of the limited liability company to be effective January 1, 2017; and that such resolutions have not been rescinded or modified, and do not contravene any provisions of the Articles of Organization or Operating Agreement of said limited liability company.

IN WITNESS WHEREOF, I have here unto set my hand this 3rd day of January, 2017.


Scott M. Clements, Assistant Secretary

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

On January 3, 2017, before me, Kelly V. Costantino, a Notary Public in and for said State, personally appeared Scott M. Clements, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Kelly V. Costantino, Notary Public
Orange County, Florida
My Commission Expires: 01/23/2020



EXHIBIT A

PULTE HOME COMPANY, LLC SIGNING POWER RESOLUTIONS

A. DEFINITIONS.

As used in these resolutions:

"signing power" means the power and authority to execute and deliver an agreement, instrument or other document.

"General Signing Power" means signing power relating to the ordinary course of business of PULTE HOME COMPANY, LLC (the "Company") generally, without restriction to a particular Division or project, both in the Company's own capacity and in any instances where it is the managing partner or managing member of a joint venture (the "Partnership").

"Division Specific Signing Power" means signing power relating only to the ordinary course of business of a Division over which the officer, manager, or employee in question has management responsibility, both in the Company's own capacity and as managing partner or managing member of the Partnership.

B. PURPOSE.

The purpose of these resolutions is to establish the signing power of certain employees of the Company, both in the Company's own capacity and as managing partner or managing member of the Partnership. Copies of these resolutions may be delivered to title companies and other parties who require evidence of the signing power of an employee. No employee of the Company may subdelegate his or her signing power except as expressly provided in these resolutions by use of the words: "Other title(s) or person(s) designated in writing by . . .".

C. RESOLUTIONS.

RESOLVED, that the following officers, managers, or employees of the Company shall have the General Signing Power or the Division Specific Signing Power , as indicated in the charts below:

EXHIBIT A

Development of Real Property

I. **General Development.** Applications, tentative and final subdivision plats and maps, development agreements, land development agreements, amenity contractor agreements and all other documents that are relevant or incident to the development of real property in which the Company or the Partnership has any interest, other than documents contemplated in part VI below:

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President	Division VP/Director Finance
Vice President	Division VP/Director of Land Development/Acquisition

House Construction Agreements. Contractor agreements, construction agreements, contracts, purchase orders, pricing schedules, scopes of work and all other documents that are relevant or incident to the construction of residential homes and amenities thereto in which the Company or the Partnership has any interest, other than documents contemplated in the paragraph immediately above this one:

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Construction Operations
Executive Vice President	Area Purchasing Director
Senior Vice President	Division President
Vice President	Division VP/Director Finance
	Division VP/Director of Construction Operations
	Division Purchasing Director/Manager

Storm Water Management

II. Notices of intent, notices of termination, storm water pollution prevention plans, reports, certifications or other documentation that is relevant or incident to storm water

EXHIBIT A

management and erosion control in the development of real property and/or construction of homes in which the Company or the Partnership has any interest.

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President	Division VP/Director Finance
Vice President	Division VP/Director of Land Development/Acquisition
	Division Storm Water Compliance Representative

Sale and Closing of Residential Homes or Lots

III. Contracts for the sale of residential homes or lots to consumers (not to another business).

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Division President
Executive Vice President	Division VP/Director Finance
Senior Vice President	Division Controller
Vice President	Division VP of Sales
	General Sales Manager
	Closing/Homebuyer Coordinator
	Any of the following employees of either Pulte Mortgage LLC: Vice President, Branch Manager and Assistant Secretary
	Any of the following employees of either Sun City Title Agency, Inc. or PGP Title, Inc. or PGP Title of Florida, Inc.: Vice President, Escrow Manager, Escrow Supervisor, Director-Closing Services, and Title Officer

EXHIBIT A

	Other title(s) or person(s) designated in writing by either the Area President or Area VP Finance
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IV. Deeds of conveyance and all other documents that are relevant or incident to the sale and closing of residential homes or lots to consumers (not to another business), including any mortgage-related documents, such as buydown agreements or other relevant documents.

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Division President
Executive Vice President	Division VP/Director Finance
Senior Vice President	Division Controller
Vice President	Division VP of Sales
	General Sales Manager
	Closing/Homebuyer Coordinator
	Any of the following employees of either Pulte Mortgage LLC: Vice President and Branch Manager
	Any of the following employees of either Sun City Title Agency, Inc. or PGP Title, Inc. or PGP Title of Florida, Inc.: Vice President, Escrow Manager, Escrow Supervisor, Director-Closing Services, and Title Officer
	Other title(s) or person(s) designated in writing by either the Area President or Area VP Finance

Closing of the Purchase and Sale of Real Property

V. Contracts, deeds and all other closing documents for the purchase or sale of real property (other than the sale and closing of residential homes or lots to consumers).

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land

EXHIBIT A

Executive Vice President	Division President
Senior Vice President and General Counsel	Division VP/Director of Finance
Other title(s) or person(s) designated in writing by resolution(s) of the Board of Directors	Division VP of Land Development/Acquisition

Real Property Financing and Land Banking Transactions

VI. Documents related to any of the following real property financings and land banking transactions:

- a. **Traditional Financing.** Loan agreements, security agreements, promissory notes, deeds of trust and all other documents that are relevant or incident to the financing of the purchase and/or development of real property.
- b. **Special Taxing District Financing.** Loan agreements, security agreements, promissory notes, deeds of trust and all other documents under which the Company or the Partnership is a party that are relevant or incident to a Special Taxing District Financing (defined below), other than documents contemplated in Guarantees and Environmental Indemnities.

"Special Taxing District Financing" means a financing through the issuance of bonds by a community development district, community facilities district, municipal utility district, county or municipal improvement district, tax incremental district or other similar special purpose unit of local government.

- c. **Guarantees and Environmental Indemnities.** Guarantees of payment or performance of the obligations of another entity (whether in the form of a payment guaranty, indemnity or other document), maintenance or remarking guarantees and environmental indemnities in connection with development financing.
- d. **Land Banking Transactions.** Assignments of contracts to purchase real property, options to purchase real property, development agreements and other documents evidencing arrangements with an intermediary, such as a land banker, to purchase or develop real property.

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chief Financial Officer of the publicly traded ultimate parent	
Treasurer of the publicly traded ultimate parent	

EXHIBIT A

Licenses

VII. Documents necessary to obtain licenses and department of real estate public reports or similar documents in California and other states (such as, without limitation, Arizona and Nevada).

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President	Division VP/Director of Finance
Vice President	Division VP/Director Sales
	Division VP of Construction Operations
	Area VP/Division VP/Director Land Acquisition/Development

CC&Rs

VIII. Restrictive covenants, conditions, restrictions, easements and other similar rights or restrictions, commonly known as CC&Rs, affecting real property or improvements on real property, and documents relating to CC&Rs, such as the organizational documents for the related homeowners' or property owners' association.

<i>General Signing Power</i>	<i>Division Specific Signing Power</i>
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President	Division VP/Director Finance
Vice President	Division VP/Director Land Acquisition/Development

RESOLVED FURTHER, that all lawful acts specifically described in the immediately preceding resolution, undertaken prior to the adoption of these resolutions, in the Company's own capacity or as managing partner or managing member of the Partnership, are hereby ratified, confirmed and adopted by the Company.

EXHIBIT A

RESOLVED FURTHER, that any Signing Power Resolutions or Powers of Attorney and Grants of Agency previously issued or adopted by the Company are hereby terminated, revoked and superseded in their entirety by these resolutions.

Effective as of January 1, 2017.

* * * * *

EXHIBIT B
PETITIONER'S AGREEMENT

This instrument was prepared by:

KE LAW GROUP, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

**PETITIONER'S AGREEMENT REGARDING
SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT**

THIS PETITIONER'S AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2022, by and between the City of Lake Alfred, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), and Pulte Home Company, LLC, an active Michigan limited liability company authorized to transact business in the State of Florida (the "Petitioner").

FACTUAL RECITALS

WHEREAS, City is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and

WHEREAS, City is vested with governmental, corporate and proprietary powers to enable municipal governments to conduct and perform municipal functions and render municipal services, including the exercise of any power for municipal purposes; and

WHEREAS, the Petitioner, an active Michigan limited liability company, is authorized to transact business in the State of Florida; and

WHEREAS, the State of Florida, Division of Corporations, Detail by Entity for the Petitioner are attached hereto as Exhibit "A" and made a part hereof by reference; and

WHEREAS, Petitioner is the fee simple owner of certain parcels of real property (together, "Property") which are located within the corporate limits of the City of Lake Alfred, Florida, such parcels being more fully described and identified and attached hereto as Exhibit "B" and made a part hereof by reference; and

WHEREAS, the Property was conveyed to the Developer by virtue of that certain Special Warranty Deed (the "Deed") dated December 21, 2021, and recorded in Official Records Book 12042, Page(s) 1557-1563, public records of Polk County, Florida; and

WHEREAS, a copy of the Deed is attached hereto as Exhibit "C" and made a part hereof by reference; and

WHEREAS, pursuant to Section 9.6.2.C of the City of Lake Alfred Unified Development Code (the "ULDC"), the proposed Silverlake Subdivision (the "Development") is a phased development; and

WHEREAS, Petitioner and City acknowledge and agree that the Development is located within the municipal boundaries of the City; and

WHEREAS, Petitioner and City acknowledge and agree that the Development is to be developed on the Property; and

WHEREAS, on July 15, 2022, the City approved the Site Development Plan for the Development and is attached hereto as composite Exhibit "D" and made a part hereof by reference; and

WHEREAS, on or about March 22, 2022, and pursuant to Chapter 190 of the Florida Statutes, the *Uniform Community Development District Act of 1980*, the Petitioner delivered the PETITION TO ESTABLISH SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT (the "Petition") to the City; and

WHEREAS, copies of the Petition are attached hereto as Composite Exhibit "E" and made a part hereof by reference; and

WHEREAS, the Petitioner and City acknowledge and agree that the Petition seeks to establish the Silverlake Community Development District (the "District") for the purposes set forth by the Act; and

WHEREAS, the Petitioner and City acknowledge and agree that, pursuant to Section 190.005(1)(e) of the Florida Statutes, the City Commission of the City of Lake Alfred must consider the statutory criteria when determining whether to grant or deny the Petition; and

WHEREAS, Petitioner represents and warrants that, pursuant to Section 190.005(1)(e)4. of the Florida Statutes, the District is the *best alternative* for delivering the community development services and facilities to the Development and Property by providing the enhanced infrastructure set forth by this Agreement; and

WHEREAS, Petitioner represents and warrants that the enhanced infrastructure set forth by this Agreement will exceed the requirements set forth by the ULDC; and

WHEREAS, the Petitioner and City acknowledge and agree that the District, if approved by the City Commission of the City of Lake Alfred, will be a successor-in-interest to the Petitioner as related to the Development and Property, and with respect to the public infrastructure necessary for the Development; and

WHEREAS, Petitioner acknowledges, represents and warrants that it will design, permit, and construct the Development which includes, but shall not be limited to, the enhancements set forth by this Agreement in strict accordance with applicable law and the terms and conditions further provided for by this Agreement; and

WHEREAS, the City has determined that the Enhancements will provide community development services and facilities that serve a proper public benefit; is consistent with and will further the goals, objectives, and policies of the City's Comprehensive Plan; and is consistent with the City's Unified Land Development Code; and

WHEREAS, Petitioner and City acknowledge and agree that, pursuant to applicable Florida law, and upon the establishment of the District and creation of the initial Board of Supervisors for the District (the "**Board**"), the District will be a successor-in-interest to the Petitioner for purposes of the development of the public infrastructure for the Development, and may consider entering into an interlocal agreement between the District and City; and

WHEREAS, Petitioner acknowledges, represents, and agrees that the City's willingness to enter into this Agreement shall not be construed by the Petitioner and/or its successors and assigns as a waiver by the City of applicable law; and

WHEREAS, Petitioner acknowledges, represents and agrees that, as a material condition of this Agreement, the parties must record and/or cause to be recorded a fully executed duplicate original of this Agreement in the Public Records of Polk County, Florida; and

WHEREAS, the parties acknowledge and agree that this Agreement was negotiated at arm's length and sets forth the rights and obligations of the parties with respect to the future development of the Property; and

WHEREAS, Petitioner and City acknowledge, represent, and agree that this Agreement is intended to and shall constitute a covenant running with the Property; and

WHEREAS, the parties acknowledge, represent and agree that the Petitioner and City are not partners and/or joint venturers; and

WHEREAS, the parties agree that this Agreement shall be liberally construed in favor of the City; and

WHEREAS, Petitioner and City acknowledge and agree that, in order to ensure and guarantee that the necessary public facilities, services and enhancements needed to support the Development, this Agreement was freely negotiated and voluntarily entered into by the parties; and

WHEREAS, the parties acknowledge and agree that this Agreement is desirable and intended to ensure better coordination of government services; and

WHEREAS, the public hearing on this Agreement was held by the City Commission on September 22, 2022; and

WHEREAS, the City Commission of the City of Lake Alfred finds that this Agreement between the Petitioner and City to be in the best interests of the public health, safety, and general welfare of the citizens and residents of the City of Lake Alfred; and

WHEREAS, this Agreement is entered into pursuant to the general and Municipal Home Rule powers of the City.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties agree as follows:

SECTION 1. RECITALS. The foregoing factual recitals (WHEREAS clauses) are incorporated herein by the parties as true and correct statements which form the factual and material basis for entry into this Agreement between the Petitioner and City.

SECTION 2. PURPOSE. The purpose of this Agreement is to establish certain respective rights and obligations of the City, Petitioner, and any successors-in-interest to the City and Petitioner concerning the Development and/or Property.

SECTION 3. DEFINITIONS. Term(s) used in this Agreement and/or any exhibits incorporated herein and made a part hereof shall possess the meanings, interpretations and/or definitions assigned herein; provided however, that where one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning, as follows:

3.1 *"Applicable Law"* means the City of Lake Alfred Charter, City of Lake Alfred Code of Ordinances, City of Lake Alfred Unified Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, City of Lake Alfred, and any and all other public authority which may be applicable.

3.2 *"City"* means the City of Lake Alfred, Florida.

3.3 *"City Commission"* means the duly elected City of Lake Alfred City Commission and/or governing body of the City of Lake Alfred.

3.4 *"City Representative"* means the City Manager, or her/his designated appointee, who is authorized to act on behalf of the City in the administration of this Agreement. The City Representative does not have the authority to waive or modify any condition or term of this Agreement.

3.5 "Petitioner" means Pulte Home Company, LLC, an active Michigan limited liability company authorized to transact business in the State of Florida, and any and all of the successors and permitted assigns of Pulte Home Company, LLC.

3.6 "Development" means the design, construction, and improvements performed by the Petitioner for phased development project known as Silverlake which is located on, over, under and across the Property and constitutes the subject of this Agreement.

3.7 "City Code" means the City of Lake Alfred Code of Ordinances and City of Lake Alfred Unified Land Development Code.

3.8 "Business Day(s)" means each calendar day which is not a Saturday, Sunday or a recognized holiday by the City of Lake Alfred, Florida.

3.9 "Calendar Day(s)" means any and all days in a 365-day calendar year.

3.10 "Day(s)" means calendar day unless specifically stated otherwise.

3.11 "Effective Date" means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which this Agreement is approved by the City Commission at a duly noticed public meeting.

3.12 "Term" means the duration of this Agreement which shall commence on the Effective Date and expire and/or terminate in accordance with the provisions set forth in 18.2 of this Agreement.

SECTION 4. PUBLIC FACILITIES AND ENHANCEMENTS. The purpose of this section is to ensure that, pursuant to Applicable Law (as defined by 3.1 of this Agreement), the Petitioner (as defined by 3.5 of this Agreement) develops, provides and/or constructs the proposed facilities, services, and enhancements (collectively referred to as the "Enhancements") on the Property. Pursuant to Section 190.005(e)(4) of the Florida Statutes, the Enhancements shall be considered by the City Commission (as defined by 3.3 of this Agreement) in determining whether the District is the *best alternative* for delivering the community development services and facilities to the Development and Property. The Enhancements include, but shall not be limited to, the following:

- A. **Enhanced Entry:** The Development (as defined by 3.6 of this Agreement) shall have a large entry monument sign, offset from the roadway.
- B. **Landscape Enhancements:** The Development (as defined by 3.6 of this Agreement) shall include, but is not to be limited to, enhanced landscaping and enhanced landscape buffering, as follows:
 - a. Enhanced groundcover plantings and fence/berm within the required landscape buffer, 20' on south perimeter

- b. Enhanced groundcover plantings within the required landscape buffer, 30' on east perimeter
 - c. Enhanced landscaping where lots abut common areas
 - d. Enhanced landscaping along pedestrian corridors (alleys)
 - e. Enhanced landscaping along the collector road, in medians and at the roundabout
 - f. Enhanced landscaping in the recreational areas
 - g. Enhanced landscaping in the treatment swales and upland buffers
- C. **Open Space and Passive Parks:** The Development (as defined by 3.6 of this Agreement) shall include three (3) passive parks with benches and pet stations.
- D. **Multimodal Corridor:** The Development (as defined by 3.6 of this Agreement) shall include public walking trails, around and throughout the Property. The trails will connect to the future trail on CR 557, to the community's various parks and the amenity center to Old Lake Alfred Road.
- E. **Dog Park:** The Development (as defined by 3.6 of this Agreement) shall include, but not be limited to, at a minimum, two (2) separately designated fenced dog park areas with pet watering stations and pavilions.
- F. **Amenity Center.** The Development (as defined by 3.6 of this Agreement) shall include an Amenity Center. The Amenity Center should include, but not be limited to, a 2,500 square foot cabana with climate-controlled restrooms, storage, and large covered area with pavers and outdoor furniture. Additionally, the amenities shall include a tot lot / playground, bicycle parking, a zero-entry heated pool with water feature and slide (2,471 square feet), a central mail kiosk, and a trail around the amenity campus.
- G. **Utilities Extensions:** The Development (as defined by 3.6 of this Agreement) shall extend the sanitary sewer system by constructing a 12" sanitary sewer force main that will serve the Development and be dedicated to the City as the sole and exclusive utilities provider for the Development and/or Property. The force main would be constructed from parcel 262720-000000-032040 on CR 557 to the Development. This expands the possibility of utility service to the surrounding areas around the project.
- H. **Roadways.** The Development (as defined by 3.6 of this Agreement) shall include eleven (11) local roads and one (collector road) within the subdivision. Such roadways shall be approved by the City and /or the City Commission through the development review process and Applicable Law. Moreover, the roadways features shall provide enhanced traffic calming options including, but not limited to, internal medians, and round-about (e.g., a roundabout at the amenity entrance as opposed to a chicane or three-way stop).

- I. **Maintenance.** The Petitioner (as defined by 3.5 of this Agreement) shall maintain the required and enhanced landscaping (as established in 4.B of this Agreement) and provide general pavement management within the right-of-way including, but not limited to, street sweeping and minor pavement repairs.

If in the event, the Petitioner (as defined by 3.5 of this Agreement), desires to maintain the right-of-way and roadway pavement to a higher level of service than the City by providing major improvements, including but not limited to, resurfacing the pavement a higher frequency than the City, the Petitioner and City may mutually agree to improvements by entering into a written agreement.

Copies of the concept drawings and plans for the Enhancements are attached hereto as Composite Exhibit "F" and made a part hereof by reference.

SECTION 5. FURTHER ASSURANCES. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement. To the extent of any conflict with the terms and conditions set forth by this Agreement and other rules and/or regulations which may otherwise govern the Development (as defined by 3.6 of this Agreement), the terms and conditions of this Agreement shall prevail.

SECTION 6. BINDING EFFECT. Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and applicable successors, representatives, heirs, permitted assigns, employees, officers, directors, superintendents, administrators, shareholders and agents. As such, the parties agree that this Agreement shall be binding upon and inure to any and all successors-in-interest to the parties hereto. The parties further acknowledge and agree that, in the event this Agreement omits and/or does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development (as defined by 3.6 of this Agreement), such omission shall not relieve the parties hereto or any successor-in-interest of the obligation to comply with Applicable Law (as defined by 3.1 of this Agreement).

SECTION 7. GOVERNING LAW; VENUE. This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to the validity, interpretation, performance, or enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Polk County, Florida. All legal disputes, proceedings, or actions arising out of or in connection with this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit, or, if appropriate, the United States District Court for the Middle District of Florida, Tampa Division. Each of the parties hereto

warrants and represents that this Agreement is valid, binding, and enforceable in accordance with the terms and conditions of this Agreement and Applicable Law (as defined by 3.1 of this Agreement).

SECTION 8. NOTICES. All notices which are required or permitted under this Agreement shall be given to the parties by certified mail, return receipt requested, hand delivery, or express courier and shall be effective upon receipt when delivered to the parties at the addresses set forth below (or such other addresses as provided by the parties by written notice delivered in accordance with this paragraph):

If to Petitioner: Pulte Home Company, LLC
3350 Peachtree Road Northeast, Suite 150
Atlanta, Georgia 30326

With a copy to: Jere Earlywine
Petitioner's Counsel
KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

If to the City: Ryan Leavengood, City Manager
City Hall
120 East Pomelo Street
Lake Alfred, Florida 33850

With a copy to: *(which shall not constitute notice)*
Frederick J. Murphy, Jr. City Attorney
City of Lake Alfred
Post Office Drawer 30
245 South Central Avenue
Bartow, Florida 33830
Telephone (863) 533-7117
Fax: (863) 533-7412

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notice(s), or that the address for the delivery of such notice(s) has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously designated person and/or delivered to the previously-designated address shall be effective.

SECTION 9. MISCELLANEOUS PROVISIONS.

9.1 **Exhibits.** All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

9.2 **Headings.** The heading(s) preceding the several section(s), paragraph(s) and article(s) hereof are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

9.3 **Gender Neutral.** For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

9.4 **Neutral Interpretation.** Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.

9.5 **Compliance with Applicable Law.** Petitioner (as defined by 3.5 of this Agreement) shall comply with Applicable Law (as defined by 3.1 of this Agreement) in performing the obligations and requirements set forth by the Agreement.

9.6 **Construction.** The parties acknowledge that this Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in strict accordance with the terms, covenants and conditions set forth herein.

9.7 **Relationship.** The Petitioner (as defined by 3.5 of this Agreement) and the City (as defined by 3.2 of this Agreement) represent that by the execution of this Agreement, it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or common undertaking between the City, the Petitioner, or between either and any third party. While engaged in carrying out and complying with the terms of this Agreement, the Petitioner is an independent principal and not contractors or agents for or officers or employees of the City. The Petitioner shall not at any time or in any manner represent that it or any of its agents or employees are employees of the City.

9.8 **Calculation of Time.** The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (as defined by 3.9 of this Agreement) (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date (as defined by 3.11 of this Agreement). For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day (as defined by 3.8 of this Agreement) which the City is open for business to the public.

9.9 **Authorization.** The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

9.10 **Representations and Warranties.** Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein.

9.11 **No Waiver.** Failure of the City to enforce any right hereunder shall not be deemed a waiver of such right. The inaction or failure of the City to address and/or remedy any breach of the covenants, conditions, and/or provisions of this Agreement shall not constitute a waiver of such City's rights hereunder with respect to such action, non-action, and/or default. No covenant, condition or provision of this Agreement can be waived, except with the written consent of both the City and Petitioner (as defined by 3.5 of this Agreement). Any such waiver, in one instance, shall not constitute a waiver of a subsequent default or for any other past, present or future default, unless the waiver expressly and specifically states and/or identifies such default.

9.12 **Time is of the Essence.** Time is of the essence for all of the provisions, conditions, and terms of this Agreement.

9.13 **Successors and Assigns.** All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

SECTION 10. ASSIGNABILITY. The parties hereto acknowledge and agree that the Petitioner (as defined by 3.5 of this Agreement) shall have the right to assign its rights and obligations under this Agreement to the District, if the City Commission grants the Petition establishing same, as its successors-in-interest with respect to all or any part of the Property; and, at that time, the Petitioner (as defined by 3.5 of this Agreement) shall provide written notice to the City of said assignment. Upon such assignment by the Petitioner, the Petitioner shall thereupon be released and discharged from any and all obligations arising under this Agreement.

SECTION 11. AMENDMENTS. This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by both the City and Petitioner (as defined by 3.5 of this Agreement). No oral modifications will be effective or binding on either the City or Petitioner regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, the parties agree to modify and/or amend this Agreement, to the extent necessary, in order for the parties to perform the obligations set forth herein.

SECTION 12. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts together constitute duplicates of the one and same instrument.

SECTION 13. PUBLIC RECORDS. Petitioner covenants and agrees to:

13.1 Keep and maintain public records required by the CITY to perform the service(s) related to the Development and Property.

13.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

13.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Petitioner does not transfer the records to the CITY.

13.4 Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of Petitioner or keep and maintain public records required by the CITY to perform the service. If Petitioner transfers all public records to the CITY upon completion of the Agreement, Petitioner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Petitioner keeps and maintains public records upon completion of the Agreement, Petitioner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

13.5 If Petitioner does not comply with a public records request, CITY shall enforce the Agreement which may include immediate termination of Agreement.

IF PETITIONER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PETITIONER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, LINDA BOURGEOIS, AT 863-291-5270, EXT. 106, lbourgeois@mylakealfred.com, 155 EAST POMELO STREET, LAKE ALFRED, FLORIDA 33850.

This provision is intended to and shall survive the termination of this Agreement.

SECTION 14. RECORDING. The City shall record this Agreement in the Public Records of Polk County, Florida. This Agreement and the provisions, conditions, and covenants set forth by this Agreement shall constitute covenants running with the Property.

SECTION 15. SEVERABILITY. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with Applicable Law (as defined by 3.1 of this Agreement), the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 16. PETITIONER DEFAULT. The Petitioner (as defined by 3.5 of this Agreement) shall execute this Agreement and perform in strict accordance with the provisions set forth herein. Subject to Applicable Law (as defined by 3.1 of this Agreement), in the event the Petitioner fails to perform in strict accordance with the terms, conditions and/or provisions of this Agreement, the City may, without further notice, presentment, and/or inquiry, seek *ex-parte* relief in a court of competent jurisdiction in and for Polk County, Florida. Any *ex-parte* order shall also include an award of attorneys' fees and costs arising out of the enforcement of this Agreement.

SECTION 17. ENFORCEMENT COSTS. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and/or appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

SECTION 18. REMEDIES AND TERMINATION.

18.1 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

18.2 The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date" (as defined in Section 3.11) for a period of twenty (20) years. Following the expiration of the Initial Term, this agreement shall automatically renew for successive five (5) year terms. Notwithstanding the foregoing, the Petitioner and City may mutually agree to terminate this Agreement by entering into a written agreement or an amendment to this Agreement.

18.3 In the event the Development (as defined by 3.6 of this Agreement) and/or any Enhancements which are the subject of this Agreement are not in compliance with the conditions and technical requirements set forth by this Agreement and the City Code (as defined by 3.7 of

this Agreement), the City may, at its option, seek any remedy available at law or in equity and/or perform the necessary work and thereafter render an invoice for services to the Petitioner (as defined by 3.5 of this Agreement) for reimbursement.

SECTION 19. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto.

SECTION 20. CITY'S POLICE POWERS. Petitioner (as defined by 3.5 of this Agreement) acknowledges and understands that the City is prohibited from engaging in "contract zoning" or bartering away its legislative prerogative, and as such while City will cooperate with the Petitioner as set forth herein, this Agreement does not constitute an approval that would require the exercise of City's legislative, quasi-legislative, and/or quasi-judicial authority. Further, nothing in this Agreement shall serve to affect or limit City's police powers in the exercise of zoning decisions or other governmental action associated with the Development (as defined by 3.6 of this Agreement) or any development order associated therewith.

SECTION 21. EFFECT OF AGREEMENT. As provided by the Act, the Development (as defined by 3.6 of this Agreement) of the Property shall be subject to Applicable Law (as defined by 3.1 of this Agreement) which includes, but shall not be limited to, the City Code (as defined by 3.7 of this Agreement). The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Petitioner (as defined by 3.5 of this Agreement) of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

SECTION 22. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to act as a waiver of the City's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Agreement.

SECTION 23. JURY TRIAL. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS

PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

SECTION 24. DUTY TO COOPERATE. The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

[CONTINUED ON FOLLOWING PAGE]

Executed by the parties on the date shown adjacent thereto:

CITY OF LAKE ALFRED, FLORIDA

By: _____
Name: Jack C. Dearmin
Title: Mayor

ATTEST:

Name: Linda Bourgeois
Title: City Clerk

WITNESS:

Name: Seth Claytor
Title: City Attorney

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2022, by _____, as _____ for the City of Lake Alfred, Florida, and who as acknowledged that he has executed the same on behalf of the City. He is personally known to me or has produced _____ as valid identification.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, State of _____

SIGNATURE PAGE TO PETITIONER'S AGREEMENT

PULTE HOME COMPANY, LLC

By: _____
Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

WITNESS:

Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2022, by _____, as an authorized representative of Pulte Home Company, LLC, and who as acknowledged that he has executed the same on behalf of the foregoing entity. He [] is personally known to me or [] has produced _____ as valid identification.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, State of _____



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Limited Liability Company
PULTE HOME COMPANY, LLC

Filing Information

Document Number	M17000000044
FEI/EIN Number	38-1545089
Date Filed	01/03/2017
State	MI
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	11/09/2017
Event Effective Date	NONE

Principal Address

3350 PEACHTREE ROAD NORTHEAST
SUITE 1500
ATLANTA, GA 30326

Changed: 08/23/2022

Mailing Address

3350 PEACHTREE ROAD NORTHEAST
SUITE 1500
ATLANTA, GA 30326

Changed: 08/23/2022

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Authorized Person(s) Detail

Name & Address

Title MANAGER

SHELDON, TODD N
3350 PEACHTREE ROAD NORTHEAST
SUITE 150
ATLANTA, GA 30326

Title VP

Hill, Kimberly
3350 PEACHTREE ROAD NORTHEAST
SUITE 150
ATLANTA, GA 30326

Title VP and Treasurer

Langen, D Bryce
3350 PEACHTREE ROAD NORTHEAST
SUITE 150
ATLANTA, GA 30326

Title Secretary

Maturen, Ellen Padesky
3350 PEACHTREE ROAD NORTHEAST
SUITE 150
ATLANTA, GA 30326

Title Vice President and Asst. Sec'y

Clements, Scott
4901 Vineland Drive
Suite 500
Orlando, FL 32811

Title Asst. Secretary

Rives, Gregory
3350 PEACHTREE ROAD NORTHEAST
SUITE 150
ATLANTA, GA 30326

Title Asst. Secretary

Irwin, Ross
3350 PEACHTREE ROAD NORTHEAST
SUITE 150
ATLANTA, GA 30326

Title Asst. Secretary

Voiles, Chandler
3350 PEACHTREE ROAD NORTHEAST
SUITE 150
ATLANTA, GA 30326

Title Asst. Secretary

Fratte, Eric

3350 PEACHTREE ROAD NORTHEAST
SUITE 150
ATLANTA, GA 30326

Title Asst. Secretary

Wood, Justin Kyle
24311 Walden Center Drive
Suite 300
Bonita Springs, FL 34134

Title Asst. Secretary

Graeve, Joshua S
24311 Walden Center Drive
Suite 300
Bonita Springs, FL 34134

Title Asst. Secretary

Hofferberth, Mark Edward
2662 South Falkenburg Rd.
Riverview, FL 33578

Title Asst. Secretary

Lapinsky, MICHAEL BLAKE
4901 VINELAND ROAD
STE 500
ORLANDO, FL 32811

Title Asst. Secretary

Russo, Craig
4901 Vineland Drive
Suite 500
Orlando, FL 32811

Title Asst. Secretary

MCPHIL, KELLI BAILEY
2662 SOUTH FLAKENBURG ROAD
RIVERVIEW, FL 33578

Title Assistant Secretary

Calamela, Danielle Brooke
3350 PEACHTREE ROAD NORTHEAST
SUITE 1500
ATLANTA, GA 30326

Title Asst. Secretary

SPILMAN, TORREY
 3350 PEACHTREE ROAD NORTHEAST
 SUITE 1500
 ATLANTA, GA 30326

Annual Reports

Report Year	Filed Date
2022	04/26/2022
2022	08/03/2022
2022	08/23/2022

Document Images

08/23/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
08/03/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
04/26/2022 -- ANNUAL REPORT	View image in PDF format
05/17/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
04/27/2021 -- ANNUAL REPORT	View image in PDF format
06/02/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
05/01/2020 -- ANNUAL REPORT	View image in PDF format
05/01/2019 -- ANNUAL REPORT	View image in PDF format
12/05/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
06/25/2018 -- ANNUAL REPORT	View image in PDF format
11/09/2017 -- LC Amendment	View image in PDF format
05/17/2017 -- LC Amendment	View image in PDF format
03/10/2017 -- LC Amendment	View image in PDF format
02/02/2017 -- LC Amendment	View image in PDF format
01/12/2017 -- LC Amendment	View image in PDF format
01/03/2017 -- Foreign Limited	View image in PDF format



LEGAL DESCRIPTION OF SILVERLAKE CDD

THE LEGAL DESCRIPTION OF SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT INCLUDES THE FOLLOWING THREE PARCELS:

PHASE 1

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 17 & 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, AS RECORDED IN OFFICIAL RECORDS BOOK 2700, PAGE 437 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 89°53'09" EAST, ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2657.72 FEET TO THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 26 EAST, ALSO BEING THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST; THENCE SOUTH 00°07'27" WEST, DEPARTING THE NORTH LINE OF SAID SECTION 18 AND ALONG THE EASTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, ALSO BEING THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 1208.17 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°07'44" EAST, DEPARTING THE EASTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17 AND THE WESTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 99.69 FEET; THENCE SOUTH 88°57'03" EAST, A DISTANCE OF 398.39 FEET; THENCE SOUTH 49°23'21" EAST, A DISTANCE OF 160.35 FEET; THENCE SOUTH 62°43'06" EAST, A DISTANCE OF 73.03 FEET; THENCE SOUTH 79°21'17" EAST, A DISTANCE OF 104.88 FEET; THENCE NORTH 67°39'02" EAST, A DISTANCE OF 56.94 FEET; THENCE NORTH 38°19'26" EAST, A DISTANCE OF 161.16 FEET; THENCE NORTH 89°51'18" EAST, A DISTANCE OF 447.30 FEET; THENCE SOUTH 00°02'37" WEST, A DISTANCE OF 14.46 FEET; THENCE SOUTH 89°19'57" EAST, A DISTANCE OF 197.80 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 557 (STATE ROAD 557 BY DEED); THENCE SOUTH 01°09'12" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 557, A DISTANCE OF 1313.22 FEET; THENCE SOUTH 89°58'15" WEST, DEPARTING THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 557, A DISTANCE OF 224.81 FEET; THENCE SOUTH 89°59'34" WEST, A DISTANCE OF 1323.28 FEET; THENCE SOUTH 89°48'02" WEST, A DISTANCE OF 186.89 FEET; THENCE NORTH 00°00'49" WEST, A DISTANCE OF 29.47 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 89°53'50" WEST, ALONG THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 398.86 FEET; THENCE NORTH 00°06'10" WEST, DEPARTING THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 330.11 FEET; THENCE SOUTH 89°53'17" WEST, A DISTANCE OF 698.75 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF LAKE ALFRED - POLK CITY ROAD, AS MONUMENTED; THENCE NORTH 01°52'13" WEST, ALONG THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF SAID LAKE ALFRED - POLK CITY ROAD, A DISTANCE OF 99.20 FEET; THENCE NORTH 00°00'18" WEST, A DISTANCE OF 77.12 FEET; THENCE SOUTH 89°59'22" EAST, DEPARTING THE EASTERLY RIGHT OF WAY LINE OF SAID LAKE ALFRED - POLK CITY ROAD, A DISTANCE OF 88.02 FEET; THENCE NORTH 75°58'18" EAST, A DISTANCE OF 212.56 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 610.27 FEET AND A CENTRAL ANGLE OF 32°51'24"; THENCE 349.97 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT,

SAID CURVE SUBTENDED BY A CHORD BEARING NORTH 57°46'08" EAST, A DISTANCE OF 345.19 FEET TO THE POINT OF INTERSECTION WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 411.00 FEET AND A CENTRAL ANGLE OF 09°33'37"; THENCE 68.58 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE SUBTENDED BY A CHORD BEARING SOUTH 61°30'31" EAST, A DISTANCE OF 68.50 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1439.72 FEET AND A CENTRAL ANGLE OF 13°08'33"; THENCE 330.24 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 71°49'14" EAST, A DISTANCE OF 329.52 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 440.99 FEET AND A CENTRAL ANGLE OF 15°46'29" THENCE 121.42 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 85°00'15" EAST, A DISTANCE OF 121.03 FEET; THENCE NORTH 02°53'29" WEST, A DISTANCE OF 111.00 FEET; THENCE NORTH 04°15'06" WEST, A DISTANCE OF 60.02 FEET; THENCE NORTH 14°20'14" EAST, A DISTANCE OF 763.57 FEET; THENCE SOUTH 19°07'44" EAST, A DISTANCE OF 99.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,684,567.72 SQUARE FEET OR 61.629 ACRES, MORE OR LESS.

TOGETHER WITH

PHASE 2

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 7 & 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, AS RECORDED IN OFFICIAL RECORDS BOOK 2700, PAGE 437 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 89°53'09" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 18, A DISTANCE OF 619.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°53'09" EAST, A DISTANCE OF 11147.96 FEET; THENCE NORTH 00°18'01" WEST, DEPARTING THE NORTHERLY LINE OF SAID SECTION 18, A DISTANCE OF 527.50 FEET; THENCE SOUTH 48°42'10" EAST, A DISTANCE OF 552.75 FEET; THENCE SOUTH 19°07'44" EAST, A DISTANCE OF 1349.90 FEET; THENCE SOUTH 14°20'14" WEST, A DISTANCE OF 763.57 FEET; THENCE SOUTH 04°15'06" EAST, A DISTANCE OF 60.02 FEET; THENCE 02°53'29" EAST, A DISTANCE OF 111.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 440.99 FEET AND A CENTRAL ANGLE OF 15°46'29"; THENCE 121.42 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 85°00'15" WEST, A DISTANCE OF 121.03 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1439.72 FEET AND A CENTRAL ANGLE OF 13°08'33"; THENCE 330.24 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 71°49'14" WEST, A DISTANCE OF 329.52 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 411.00 FEET AND A CENTRAL ANGLE OF 09°33'37"; THENCE 68.58 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 61°30'31" WEST, A DISTANCE OF 68.50 FEET TO A POINT OF INTERSECTION WITH A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 610.27 FEET AND A CENTRAL ANGLE OF 32°51'24"; THENCE 349.97 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH

57°46'08" WEST, A DISTANCE OF 345.19 FEET; THENCE SOUTH 75°58'18" WEST, A DISTANCE OF 212.56 FEET; THENCE NORTH 89°59'22" WEST, A DISTANCE OF 88.02 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF LAKE ALFRED-POLK CITY ROAD AS MONUMENTED; THENCE, ALONG SAID EASTERLY MAINTAINED RIGHT OF WAY LINE THE FOLLOWING TWENTY (20) COURSES; (1) NORTH 00°00'18" WEST, A DISTANCE OF 22.88 FEET; (2) NORTH 02°13'59" WEST, A DISTANCE OF 100.07 FEET; (3) NORTH 07°33'38" WEST, A DISTANCE OF 80.70 FEET; (4) NORTH 18°49'57" WEST, A DISTANCE OF 121.20 FEET; (5) NORTH 27°10'18" WEST, A DISTANCE OF 99.99 FEET; (6) NORTH 35°38'29" WEST, A DISTANCE OF 101.15 FEET; (7) NORTH 28°56'50" WEST, A DISTANCE OF 40.20 FEET; (8) NORTH 47°06'25" WEST, A DISTANCE OF 60.47 FEET; (9) NORTH 49°17'49" WEST, A DISTANCE OF 100.38 FEET; (10) NORTH 56°09'02" WEST, A DISTANCE OF 100.29 FEET; (11) NORTH 56°40'27" WEST, A DISTANCE OF 100.24 FEET; (12) NORTH 57°04'38" WEST, A DISTANCE OF 99.99 FEET; (13) NORTH 57°01'12" WEST, A DISTANCE OF 99.99 FEET; (14) NORTH 51°32'54" WEST, A DISTANCE OF 100.36 FEET; (15) NORTH 47°09'00" WEST, A DISTANCE OF 101.33 FEET; (16) NORTH 38°45'34" WEST, A DISTANCE OF 33.32 FEET; (17) NORTH 41°36'41" WEST, A DISTANCE OF 43.70 FEET; (18) NORTH 32°48'56" WEST, A DISTANCE OF 101.08 FEET; (19) NORTH 26°20'40" WEST, A DISTANCE OF 100.05 FEET; (20) NORTH 24°46'20" WEST, A DISTANCE OF 85.49 FEET; THENCE NORTH 64°21'03" EAST, DEPARTING SAID EASTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 120.11 FEET TO A POINT ON THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (S.W.F.W.M.D.) WETLAND LINE AS MARKED BY HORNER ENVIRONMENTAL SERVICES ON 02/02/2021; THENCE ALONG SAID S.W.F.W.M.D. WETLAND LINE, THE FOLLOWING TEN (10) COURSES; (1) NORTH 34°35'46" WEST, A DISTANCE OF 42.00 FEET; (2) NORTH 18°51'32" WEST, A DISTANCE OF 87.43 FEET; (3) NORTH 09°48'14" WEST, A DISTANCE OF 81.39 FEET; (4) NORTH 02°22'15" WEST, A DISTANCE OF 65.88 FEET; (5) NORTH 11°45'00" EAST, A DISTANCE OF 98.88 FEET; (6) NORTH 22°02'10" EAST, A DISTANCE OF 64.64 FEET; (7) NORTH 33°22'31" EAST, A DISTANCE OF 118.48 FEET (8) NORTH 27°00'21" EAST, A DISTANCE OF 85.30 FEET; (9) NORTH 17°10'39" EAST, A DISTANCE OF 75.72 FEET; (10) NORTH 09°38'35" EAST, A DISTANCE OF 100.11 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,596,289.94 SQUARE FEET OR 82.560 ACRES, MORE OR LESS.

COMBINED PARCELS 1 & 2 CONTAINS 6,280,857.66 SQUARE FEET OR 144.19 ACRES, MORE OR LESS

INSTR # 2021335131
BK 12042 Pgs 1557-1563 PG(s)7
12/27/2021 02:42:02 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 61.00
DEED DOC 56,778.40

This instrument prepared by
and return to:
Joseph W. Gaynor, Esquire
Johnson, Pope, Bokor, Ruppel
& Burns, LLP
911 Chestnut Street
Clearwater, FL 33756

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 21st day of December, 2021 by ROHLFING GROVES COMPANY, L.L.P., a Florida limited liability partnership whose address is 744 Hamilton Place Drive, Lakeland, FL 33813 (hereinafter called the "Grantor") and PULTE HOME COMPANY, LLC, a Michigan limited liability company whose address is 2662 South Falkenburg Road, Riverview, FL 33578 (hereinafter called the "Grantee").

(Wherever used herein the terms "grantor" and "grantee" shall include singular and plural heirs, legal representative, and assigns of individuals, and the successor and assigns of corporations, wherever the content so admits or requires.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it and hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and conform unto the Grantee, its successor and assigns forever, all that certain parcel of land lying and being in the County of Polk, State of Florida, as more particularly described in Exhibit A annexed hereto and by this reference made a part hereof (the "Property").

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise pertaining.

SUBJECT TO real estate taxes for 2022 and all subsequent years.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances, upon the said Grantee, its successors and assigns.

NOTE TO RECORDER: Documentary stamps in the amount of: \$52,500.00 are being paid on the Purchase Price of \$7,500,000.00; \$3,500.00 on the Assignment consideration of \$500,000.00; and \$782.60 on the Additional Purchase Price of \$111,791.38 for a total consideration of \$8,111,179.38 and applicable documentary stamps of \$56,782.60 in connection with this Deed as required pursuant to Section 201.02, Florida Statutes.

And the Grantor does specifically warrant the title to said land subject to the matters referred to above and will defend the same against the lawful claims of all persons claiming by through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

GRANTOR:

ROHLFING GROVES COMPANY, L.L.P., a Florida limited liability partnership

12/8
Print Name: Kath Smith

By: Frank Rohlfs
Print Name: Frank C. Rohlfs
Title: Managing Partner

[Signature]
Print Name: Kathleen D. Greiner

STATE OF FLORIDA)

COUNTY OF Polk)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of December, 2021, by Frank C. Rohlfs, as Managing Partner of Rohlfs Groves Company, L.L.P., a Florida limited liability partnership, who is personally known to me or has produced _____ as identification.

[Notary Seal]



[Signature]
NOTARY PUBLIC, State of Florida
Print name: Kathleen D. Greiner
My commission expires.

EXHIBIT "A"

TRACT A:

BEGINNING AT THE NORTHEAST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 26 EAST, RUN THENCE SOUTH TO THE SOUTHEAST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION, THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NW 1/4 OF SECTION 17 AND THE NE 1/4 OF SECTION 18 A DISTANCE OF 1909.12 FEET, THENCE NORTH A DISTANCE OF 330 FEET, THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH BOUNDARY OF SAID NE 1/4 OF SECTION 18 TO THE EAST RIGHT-OF-WAY BOUNDARY OF THE OLD LAKE ALFRED - POLK CITY ROAD, THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID RIGHT-OF-WAY TO ITS INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 18, THENCE EAST ALONG THE NORTH BOUNDARY OF SECTION 18 TO A POINT 890 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 18, THENCE NORTH 0°02' WEST ALONG A LINE PARALLEL TO EAST BOUNDARY OF SECTION 7 A DISTANCE OF 527.5 FEET, THENCE SOUTH 48°33' EAST A DISTANCE OF 552.75 FEET, THENCE SOUTH 18°58' EAST A DISTANCE OF 1548.76 FEET TO A POINT 2 FEET SOUTH OF A PASTURE FENCE AS NOW LOCATED, THENCE SOUTH 89°21' EAST A DISTANCE OF 398.57 FEET, THENCE SOUTH 49°52' EAST A DISTANCE OF 160.2 FEET, THENCE SOUTH 63°11' EAST A DISTANCE OF 73.06 FEET, THENCE SOUTH 79°49' EAST A DISTANCE OF 104.73 FEET, THENCE NORTH 67°23' EAST A DISTANCE OF 56.92 FEET, THENCE NORTH 40°20' EAST A DISTANCE OF 169.62 FEET. THENCE NORTH 89°42' EAST A DISTANCE OF 444.37 FEET TO A POINT 14.35 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 14.35 FEET TO THE POINT OF BEGINNING.

TRACT B;

THAT PART OF THE SE 1/4 OF THE NW 1/4 OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING WEST OF THE WESTERLY RIGHT OF WAY BOUNDARY OF STATE ROAD #557.

TRACT C;

BEGINNING AT THE NW CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, RUN THENCE SOUTH 89°38'03" EAST, ALONG THE NORTH BOUNDARY OF SAID NE 1/4 OF THE SW 1/4, A DISTANCE OF 224.85 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD #557; THENCE RUN SOUTH 89°16'59" WEST, A DISTANCE OF 224.85 FEET TO A POINT ON THE WEST BOUNDARY OF SAID NE 1/4 OF THE SW 1/4; THENCE RUN NORTH 00°10'07" WEST, ALONG SAID WEST BOUNDARY OF THE NE 1/4 OF THE SW 1/4, A DISTANCE OF 4.25 FEET TO THE POINT OF BEGINNING.

AND: BEGINNING AT THE NE CORNER OF THE NW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, RUN THENCE SOUTH 00°10'07" EAST, ALONG THE EAST BOUNDARY OF SAID NW 1/4 OF THE SW 1/4, SAME BEING THE WEST BOUNDARY OF THE NE 1/4 OF THE SW 1/4, A DISTANCE OF 4.25 FEET THENCE RUN SOUTH 89°16'59" WEST, A DISTANCE OF 1323.57 FEET TO A POINT ON THE WEST BOUNDARY OF SAID NW 1/4 OF THE SW 1/4, SAME BEING THE WEST BOUNDARY OF SECTION 17; THENCE RUN NORTH 00°04'50" WEST, ALONG SAID WEST BOUNDARY, A DISTANCE OF 29.26 FEET TO THE NW CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE RUN

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SOUTH 89°38'03" EAST, ALONG THE NORTH BOUNDARY OF SAID NW 1/4 OF THE SW 1/4, A DISTANCE OF 1323.50 FEET TO THE POINT OF BEGINNING.

AND: BEGINNING AT THE NE CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, RUN THENCE SOUTH 00°04'50" EAST, ALONG THE EAST BOUNDARY OF SAID SECTION 18, SAME BEING THE WEST BOUNDARY OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 26 EAST, A DISTANCE OF 29.26 FEET; THENCE RUN SOUTH 89°16'59" WEST, A DISTANCE OF 187.00 FEET; THENCE RUN NORTH 00°04'50" WEST, PARALLEL WITH SAID EAST BOUNDARY OF SECTION 18, A DISTANCE OF 32.79 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID NE 1/4 OF THE SE 1/4; THENCE RUN SOUTH 89°38'03" EAST, ALONG SAID NORTH BOUNDARY, A DISTANCE OF 186.99 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, AS RECORDED IN OFFICIAL RECORDS BOOK 2700, PAGE 437 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF THE NORTHEASTERLY 1/4 OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 89°53'09" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 18, A DISTANCE OF 6.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°53'09" EAST, A DISTANCE OF 613.01 FEET TO A POINT ON THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (S.W.F.W.M.D.) WETLAND LINE AS MARKED BY HORNER ENVIRONMENTAL SERVICES ON 02/02/2021; THENCE DEPARTING THE NORTHERLY LINE OF SAID SECTION 18 AND ALONG SAID S.W.F.W.M.D. WETLAND LINE, THE FOLLOWING TEN (10) COURSES; (1) SOUTH 09°38'35" WEST, A DISTANCE OF 100.11 FEET; (2) SOUTH 17°10'39" WEST, A DISTANCE OF 75.72 FEET; (3) SOUTH 27°00'21" WEST, A DISTANCE OF 85.30 FEET; (4) SOUTH 33°22'31" WEST, A DISTANCE OF 118.48 FEET; (5) SOUTH 22°02'10" WEST, A DISTANCE OF 64.64 FEET; (6) SOUTH 11°45'00" WEST, A DISTANCE OF 98.88 FEET; (7) SOUTH 02°22'15" EAST, A DISTANCE OF 65.88 FEET; (8) SOUTH 09°48'14" EAST, A DISTANCE OF 81.39 FEET; (9) SOUTH 18°51'32" EAST, A DISTANCE OF 87.43 FEET; (10) SOUTH 34°35'46" EAST, A DISTANCE OF 42.00 FEET; THENCE SOUTH 64°21'03" WEST, A DISTANCE OF 120.11 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF LAKE ALFRED-POLK CITY ROAD AS MONUMENTED; THENCE, ALONG SAID EASTERLY MAINTAINED RIGHT OF WAY LINE THE FOLLOWING NINE (9) COURSES; (1) NORTH 24°46'20" WEST, A DISTANCE OF 14.53 FEET; (2) NORTH 23°37'35" WEST, A DISTANCE OF 100.03 FEET; (3) NORTH 24°36'01" WEST, A DISTANCE OF 200.04 FEET; (4) NORTH 24°46'20" WEST, A DISTANCE OF 100.02 FEET; (5) NORTH 24°08'31" WEST, A DISTANCE OF 100.02 FEET; (6) NORTH 25°20'42" WEST, A DISTANCE OF 100.03 FEET; (7) NORTH 24°53'12" WEST, A DISTANCE OF 100.02 FEET; (8) NORTH 27°27'44" WEST, A DISTANCE OF 100.16 FEET; (9) NORTH 28°39'38" WEST, A DISTANCE OF 88.85 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS:

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PHASE I

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 17 & 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, AS RECORDED IN OFFICIAL RECORDS BOOK 2700, PAGE 437 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF THE NORTHEASTERLY 1/4 OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 89°53'09" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 18, A DISTANCE OF 2657.72 FEET TO THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 26 EAST, ALSO BEING THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST; THENCE SOUTH 00°07'27" WEST, DEPARTING THE NORTHERLY LINE OF SAID SECTION 18 AND ALONG THE EASTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, ALSO BEING THE WESTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 1208.17 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°07'44" EAST, DEPARTING THE EASTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17 AND THE WESTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 99.69 FEET; THENCE SOUTH 88°57'03" EAST, A DISTANCE OF 398.39 FEET; THENCE SOUTH 49°23'21" EAST, A DISTANCE OF 160.35 FEET; THENCE SOUTH 62°43'06" EAST, A DISTANCE OF 73.03 FEET; THENCE SOUTH 79°21'17" EAST, A DISTANCE OF 104.88 FEET; THENCE NORTH 67°39'02" EAST, A DISTANCE OF 56.94 FEET; THENCE NORTH 38°19'26" EAST, A DISTANCE OF 161.16 FEET; THENCE NORTH 89°51'18" EAST, A DISTANCE OF 447.30 FEET; THENCE SOUTH 00°02'37" WEST, A DISTANCE OF 14.46 FEET; THENCE SOUTH 89°19'57" EAST, A DISTANCE OF 197.80 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 557 (STATE ROAD 557 BY DEED); THENCE SOUTH 01°09'12" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 557, A DISTANCE OF 1313.22 FEET; THENCE SOUTH 89°58'15" WEST, DEPARTING THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 557, A DISTANCE OF 224.81 FEET; THENCE SOUTH 89°59'34" WEST, A DISTANCE OF 1323.28 FEET; THENCE SOUTH 89°48'02" WEST, A DISTANCE OF 186.89 FEET; THENCE NORTH 00°00'49" WEST, A DISTANCE OF 29.47 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 89°53'50" WEST, ALONG THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 398.86 FEET; THENCE NORTH 00°06'10" WEST, DEPARTING THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 330.11 FEET; THENCE SOUTH 89°53'17" WEST, A DISTANCE OF 698.75 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF LAKE ALFRED - POLK CITY ROAD, AS MONUMENTED; THENCE NORTH 01°52'13" WEST, ALONG THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF SAID LAKE ALFRED - POLK CITY ROAD, A DISTANCE OF 99.20 FEET; THENCE NORTH 00°00'18" WEST, A DISTANCE OF 77.12 FEET; THENCE SOUTH 89°59'22" EAST, DEPARTING THE EASTERLY RIGHT OF WAY LINE OF SAID LAKE ALFRED - POLK CITY ROAD, A DISTANCE OF 88.02 FEET; THENCE NORTH 75°58'18" EAST, A DISTANCE OF 212.56 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 610.27 FEET AND A CENTRAL ANGLE OF 32°51'24"; THENCE 349.97 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE SUBTENDED BY A CHORD BEARING NORTH 57°46'08" EAST, A DISTANCE OF 345.19

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FEET TO THE POINT OF INTERSECTION WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 411.00 FEET AND A CENTRAL ANGLE OF 09°33'37"; THENCE 68.58 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE SUBTENDED BY A CHORD BEARING SOUTH 61°30'31" EAST, A DISTANCE OF 68.50 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1439.72 FEET AND A CENTRAL ANGLE OF 13°08'33"; THENCE 330.24 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 71°49'14" EAST, A DISTANCE OF 329.52 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 440.99 FEET AND A CENTRAL ANGLE OF 15°46'29" THENCE 121.42 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 85°00'15" EAST, A DISTANCE OF 121.03 FEET; THENCE NORTH 02°53'29" WEST, A DISTANCE OF 111.00 FEET; THENCE NORTH 04°15'06" WEST, A DISTANCE OF 60.02 FEET; THENCE NORTH 14°20'14" EAST, A DISTANCE OF 763.57 FEET; THENCE SOUTH 19°07'44" EAST, A DISTANCE OF 99.21 FEET TO THE POINT OF BEGINNING.

PHASE 2

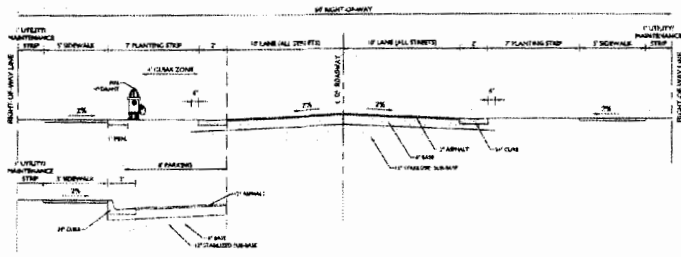
A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 7 & 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, AS RECORDED IN OFFICIAL RECORDS BOOK 2700, PAGE 437 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF THE NORTHEASTERLY 1/4 OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 89°53'09" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 18, A DISTANCE OF 619.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°53'09" EAST, A DISTANCE OF 11147.96 FEET; THENCE NORTH 00°18'01" WEST, DEPARTING THE NORTHERLY LINE OF SAID SECTION 18, A DISTANCE OF 527.50 FEET; THENCE SOUTH 48°42'10" EAST, A DISTANCE OF 552.75 FEET; THENCE SOUTH 19°07'44" EAST, A DISTANCE OF 1349.90 FEET; THENCE SOUTH 14°20'14" WEST, A DISTANCE OF 763.57 FEET; THENCE SOUTH 04°15'06" EAST, A DISTANCE OF 60.02 FEET; THENCE 02°53'29" EAST, A DISTANCE OF 111.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 440.99 FEET AND A CENTRAL ANGLE OF 15°46'29"; THENCE 121.42 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 85°00'15" WEST, A DISTANCE OF 121.03 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1439.72 FEET AND A CENTRAL ANGLE OF 13°08'33"; THENCE 330.24 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 71°49'14" WEST, A DISTANCE OF 329.52 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 411.00 FEET AND A CENTRAL ANGLE OF 09°33'37"; THENCE 68.58 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 61°30'31" WEST, A DISTANCE OF 68.50 FEET TO A POINT OF INTERSECTION WITH A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 610.27 FEET AND A CENTRAL ANGLE OF 32°51'24"; THENCE 349.97 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 57°46'08" WEST, A DISTANCE OF 345.19 FEET;

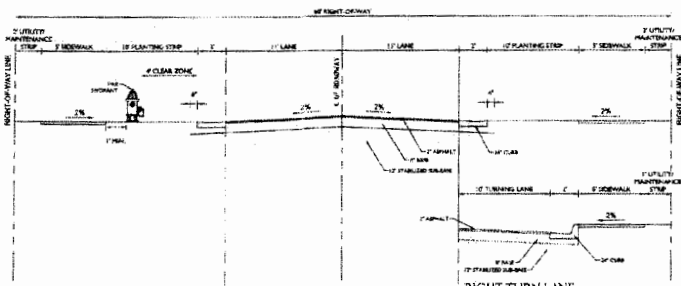
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THENCE SOUTH 75°58'18" WEST, A DISTANCE OF 212.56 FEET; THENCE NORTH 89°59'22" WEST, A DISTANCE OF 88.02 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF LAKE ALFRED-POLK CITY ROAD AS MONUMENTED; THENCE, ALONG SAID EASTERLY MAINTAINED RIGHT OF WAY LINE THE FOLLOWING TWENTY (20) COURSES; (1) NORTH 00°00'18" WEST, A DISTANCE OF 22.88 FEET; (2) NORTH 02°13'59" WEST, A DISTANCE OF 100.07 FEET; (3) NORTH 07°33'38" WEST, A DISTANCE OF 80.70 FEET; (4) NORTH 18°49'57" WEST, A DISTANCE OF 121.20 FEET; (5) NORTH 27°10'18" WEST, A DISTANCE OF 99.99 FEET; (6) NORTH 35°38'29" WEST, A DISTANCE OF 101.15 FEET; (7) NORTH 28°56'50" WEST, A DISTANCE OF 40.20 FEET; (8) NORTH 47°06'25" WEST, A DISTANCE OF 60.47 FEET; (9) NORTH 49°17'49" WEST, A DISTANCE OF 100.38 FEET; (10) NORTH 56°09'02" WEST, A DISTANCE OF 100.29 FEET; (11) NORTH 56°40'27" WEST, A DISTANCE OF 100.24 FEET; (12) NORTH 57°04'38" WEST, A DISTANCE OF 99.99 FEET; (13) NORTH 57°01'12" WEST, A DISTANCE OF 99.99 FEET; (14) NORTH 51°32'54" WEST, A DISTANCE OF 100.36 FEET; (15) NORTH 47°09'00" WEST, A DISTANCE OF 101.33 FEET; (16) NORTH 38°45'34" WEST, A DISTANCE OF 33.32 FEET; (17) NORTH 41°36'41" WEST, A DISTANCE OF 43.70 FEET; (18) NORTH 32°48'56" WEST, A DISTANCE OF 101.08 FEET; (19) NORTH 26°20'40" WEST, A DISTANCE OF 100.05 FEET; (20) NORTH 24°46'20" WEST, A DISTANCE OF 85.49 FEET; THENCE NORTH 64°21'03" EAST, DEPARTING SAID EASTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 120.11 FEET TO A POINT ON THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (S.W.F.W.M.D.) WETLAND LINE AS MARKED BY HORNER ENVIRONMENTAL SERVICES ON 02/02/2021; THENCE ALONG SAID S.W.F.W.M.D. WETLAND LINE, THE FOLLOWING TEN (10) COURSES; (1) NORTH 34°35'46" WEST, A DISTANCE OF 42.00 FEET; (2) NORTH 18°51'32" WEST, A DISTANCE OF 87.43 FEET; (3) NORTH 09°48'14" WEST, A DISTANCE OF 81.39 FEET; (4) NORTH 02°22'15" WEST, A DISTANCE OF 65.88 FEET; (5) NORTH 11°45'00" EAST, A DISTANCE OF 98.88 FEET; (6) NORTH 22°02'10" EAST, A DISTANCE OF 64.64 FEET; (7) NORTH 33°22'31" EAST, A DISTANCE OF 118.48 FEET (8) NORTH 27°00'21" EAST, A DISTANCE OF 85.30 FEET; (9) NORTH 17°10'39" EAST, A DISTANCE OF 75.72 FEET; (10) NORTH 09°38'35" EAST, A DISTANCE OF 100.11 FEET TO THE POINT OF BEGINNING.

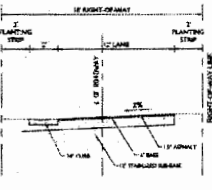
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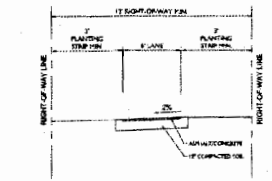
TYPICAL LOCAL ROADWAY SECTION
NTS



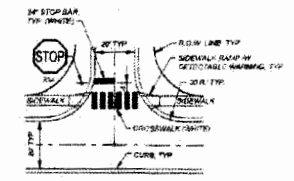
TYPICAL COLLECTOR ROADWAY SECTION
ROAD A - FROM EAST ENTRANCE TO INTERSECTION WITH STREETS 6 & 7
NTS



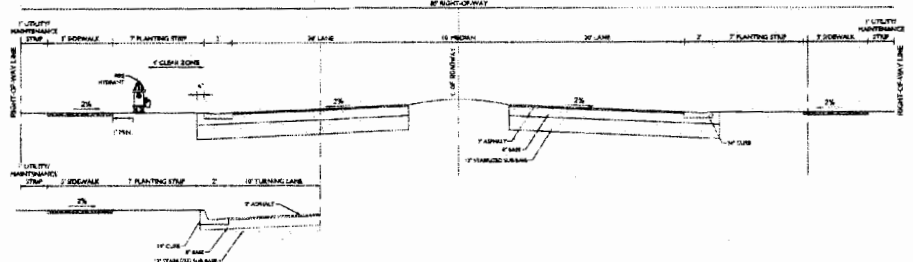
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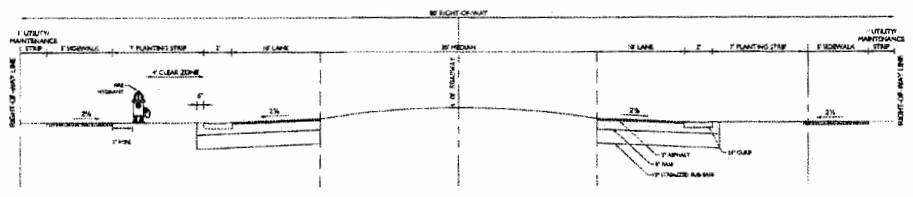
TYPICAL PEDESTRIAN PASSAGE SECTION
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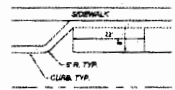
TYPICAL INTERSECTION SIGNING AND STRIPING DETAIL
NTS



TYPICAL ENTRANCE ROADWAY SECTION
NTS



TYPICAL ROADWAY WITH MEDIAN SECTION
NTS



TYPICAL PARKING STRIPING PLAN
NTS



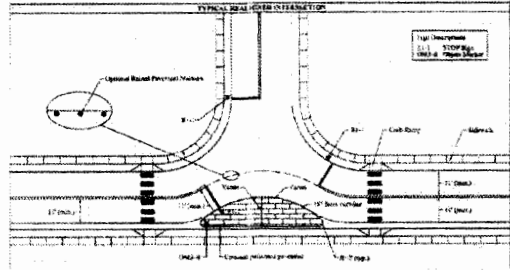
ACTIVITY PLAN
1. TRAIL TO BE MINIMUM 2' WIDE
2. CONNECTED TO SUBDIVISION
3. PLANTED BEDS AND TREE GROUPING ALONG PATH



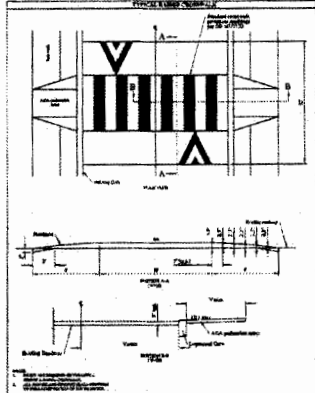
TYPICAL STOP SIGN
NTS



PEDESTRIAN CROSSING SIGN DETAIL
NTS



TYPICAL REALIGNED INTERSECTION
NTS



RAISED CROSSWALK
NTS

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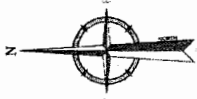
SITE DEVELOPMENT PLAN
FOR
SILVERLAKE

PARCELS:
26-27-18-000000-011010 &
26-27-17-000000-032130
CITY OF LAKE ALDER
POLK COUNTY
FLORIDA

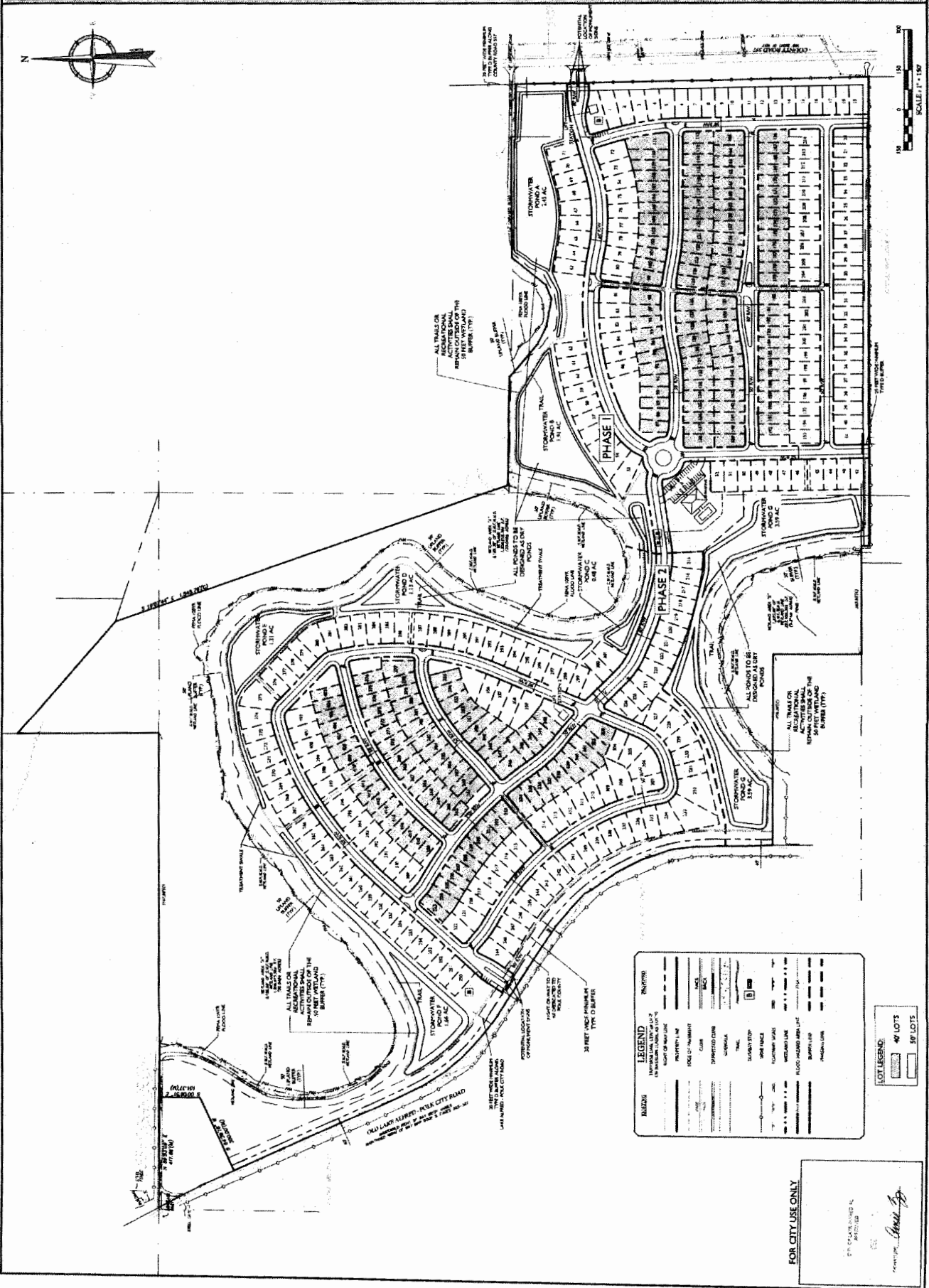
Colliers 5871 West Shadywood
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Fax 813 257-1941
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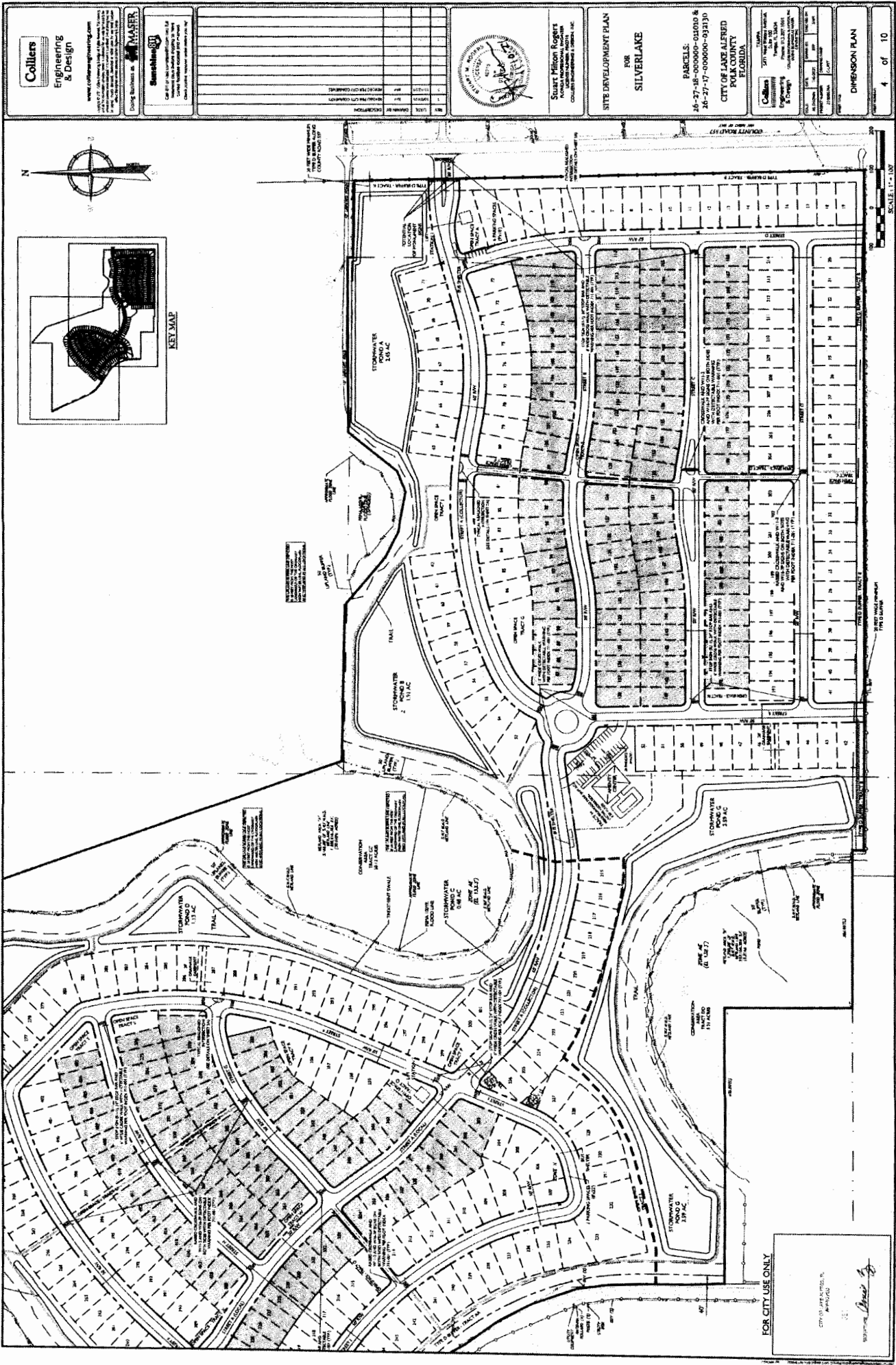
TYPICAL SECTIONS
2A of 10

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Colliers Engineering & Design www.colliersengineering.com <small>10000 W. US Highway 1, Suite 100, Jacksonville, FL 32256 Phone: 904.446.8800 Fax: 904.446.8801</small>	MASTER DATE: 08/11/10 DRAWING NO.: 10-1000-01010-03130	SEAL PROFESSIONAL ENGINEER STATE OF FLORIDA NO. 10000 EXPIRES: 08/31/11 PROJECT: 10-1000-01010-03130 DRAWING NO.: 10-1000-01010-03130		STUART MILTON ROGERS PROFESSIONAL ENGINEER STATE OF FLORIDA NO. 10000 EXPIRES: 08/31/11	COLLIERS ENGINEERING & DESIGN, INC. PROFESSIONAL ENGINEERING FIRM STATE OF FLORIDA NO. 10000 EXPIRES: 08/31/11	SHEET NO. 3 of 10
						OVERALL DIMENSION PLAN





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Fax: (918) 437-1001
Email: maser@masereng.com

NO.	DATE	DESCRIPTION
1	10/21/10	ISSUED FOR PERMITS
2	07/27/10	REVISED PER CITY COMMENTS



Stuart Milton Rogers
REGISTERED PROFESSIONAL ENGINEER
LICENSE NO. 10000000-032130
CIVIL ENGINEERING, LICENSED IN OKLAHOMA

**SITE DEVELOPMENT PLAN
FOR
SILVERLAKE**

PARCELS: 26-27-16-000000-01010 &
26-27-17-000000-032130
CITY OF LAKE ALFRED
POLK COUNTY
FLORIDA

DATE 10/21/10

SCALE 1" = 100'

PROJECT SILVERLAKE

CLIENT [REDACTED]

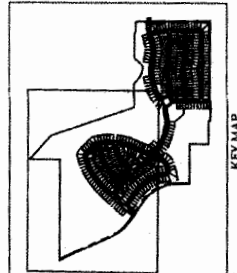
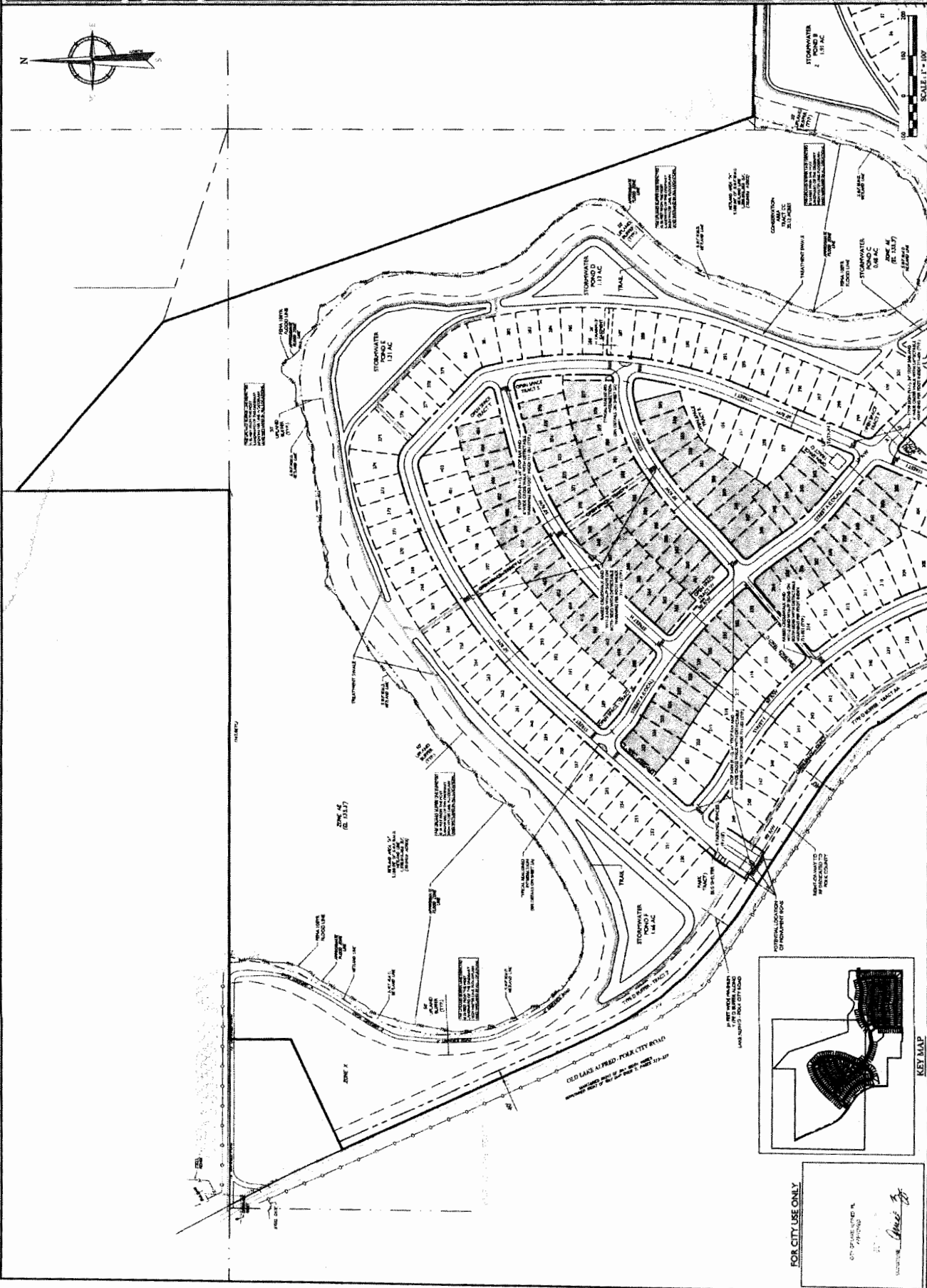
DESIGNER [REDACTED]

CHECKER [REDACTED]

DATE 10/21/10

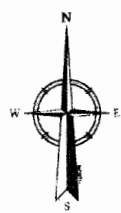
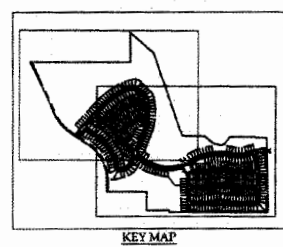
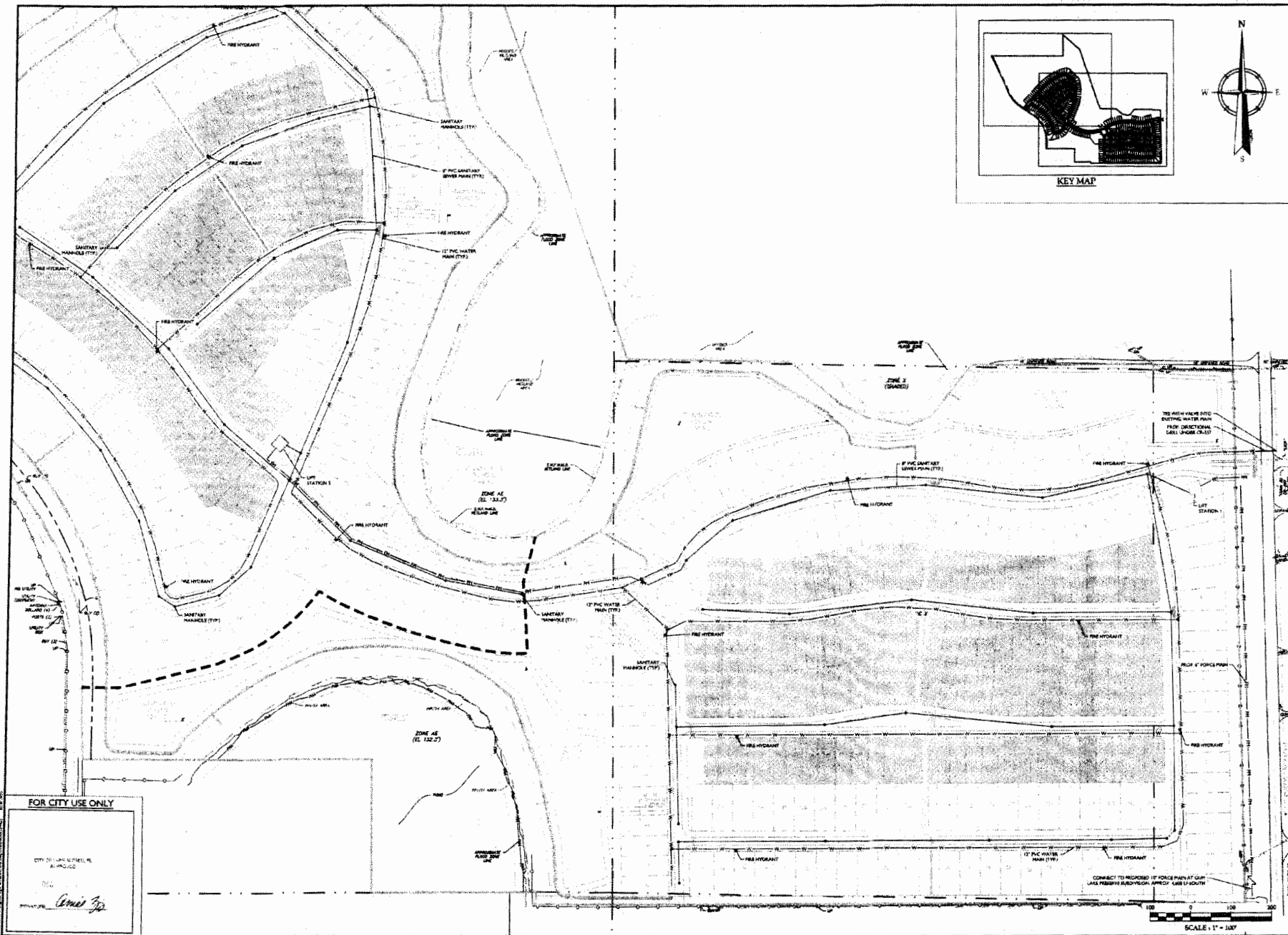
DIMENSION PLAN

Sheet 5 of 10



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CITY OF LAKE ALFRED, FL
APPROVED: [Signature]
DATE: 10/21/10



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Design Prepared as per **MASER**

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NO.	DATE	DESCRIPTION
1	11/11/2011	ISSUED FOR CITY COMMENTS
2	11/11/2011	ISSUED FOR CITY COMMENTS
3	11/11/2011	ISSUED FOR CITY COMMENTS
4	11/11/2011	ISSUED FOR CITY COMMENTS
5	11/11/2011	ISSUED FOR CITY COMMENTS
6	11/11/2011	ISSUED FOR CITY COMMENTS
7	11/11/2011	ISSUED FOR CITY COMMENTS
8	11/11/2011	ISSUED FOR CITY COMMENTS
9	11/11/2011	ISSUED FOR CITY COMMENTS
10	11/11/2011	ISSUED FOR CITY COMMENTS

Stuart Milton Rogers
FLORIDA PROFESSIONAL ENGINEER
LICENSE NUMBER: 92873
COLLIERS ENGINEERING & DESIGN, INC.

SITE DEVELOPMENT PLAN
FOR
SILVERLAKE

PARCELS:
26-27-18-000000-01010 &
26-27-17-000000-032130

CITY OF LAKE ALFRED
POLK COUNTY
FLORIDA

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DATE	PROJECT	DATE	DATE
11/11/2011	SILVERLAKE	11/11/2011	11/11/2011
DESIGNED BY	DRAWN BY	CHECKED BY	DATE

UTILITIES PLAN

6 of 10

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CITY OF LAKE ALFRED, FL
ALF14020

DATE: 11/11/2011

Signature: *Amel J...*

SCALE: 1" = 100'

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MASTER

Scale: 1" = 100'

DATE: 08/14/2024

PROJECT: 26-27-17-000000-093130

CLIENT: CITY OF LAKE ALAHEED, POLK COUNTY, FLORIDA

NO.	DATE	DESCRIPTION	BY	CHKD.

Stuart Milton Rogers
Professional Engineer
License No. 12497
State of Florida
Colliers Engineering & Design, Inc.

SITE DEVELOPMENT PLAN
FOR
SILVERLAKE

PARCELS:
26-27-18-000000-010110 &
26-27-17-000000-093130

CITY OF LAKE ALAHEED
POLK COUNTY
FLORIDA

UTILITIES PLAN

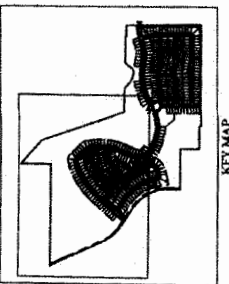
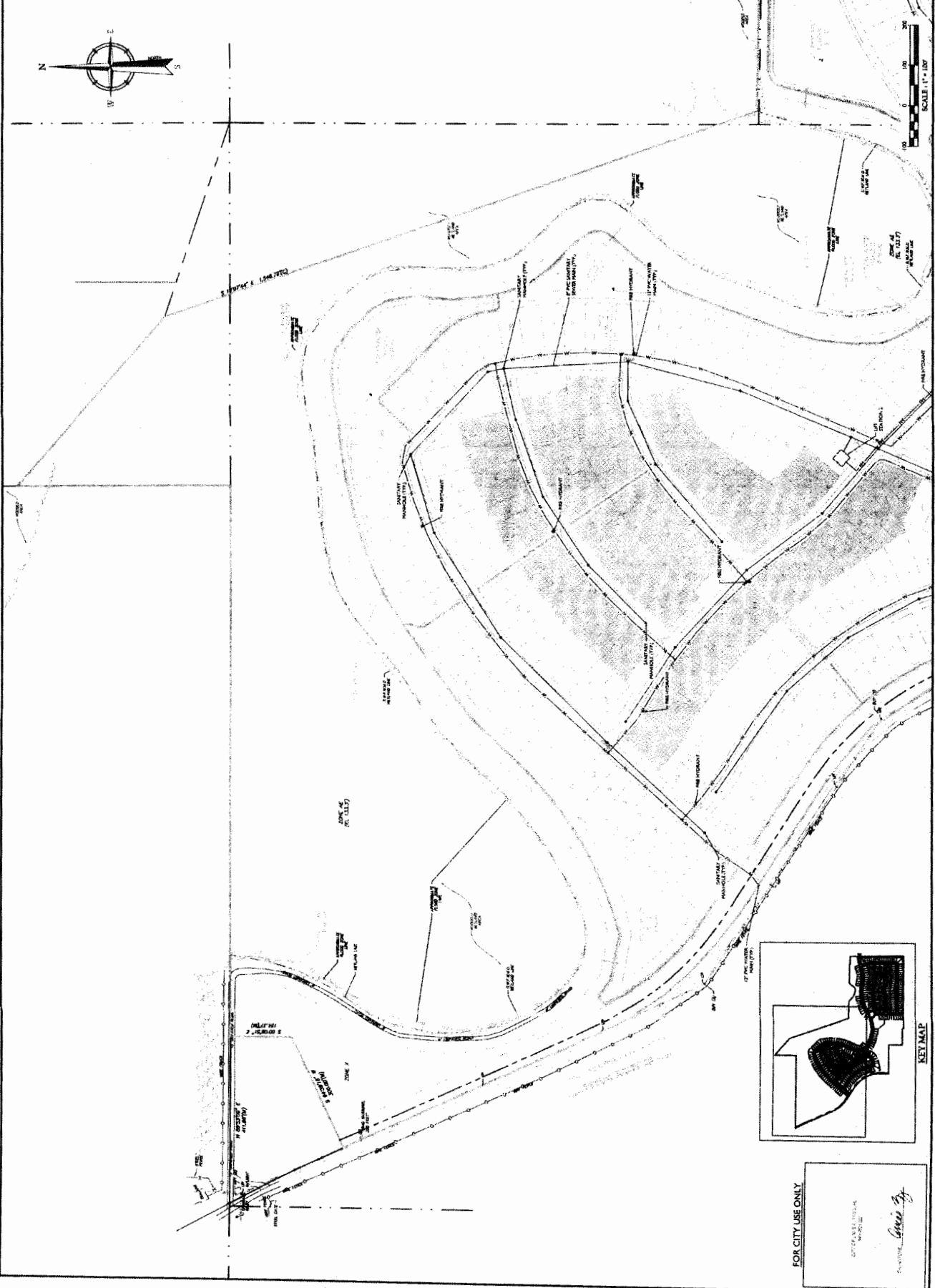
Scale: 1" = 100'

DATE: 08/14/2024

PROJECT: 26-27-17-000000-093130

CLIENT: CITY OF LAKE ALAHEED, POLK COUNTY, FLORIDA

7 of 10



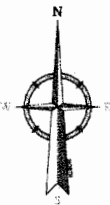
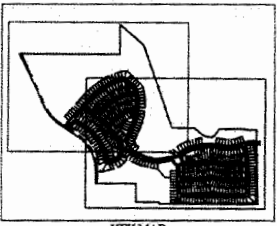
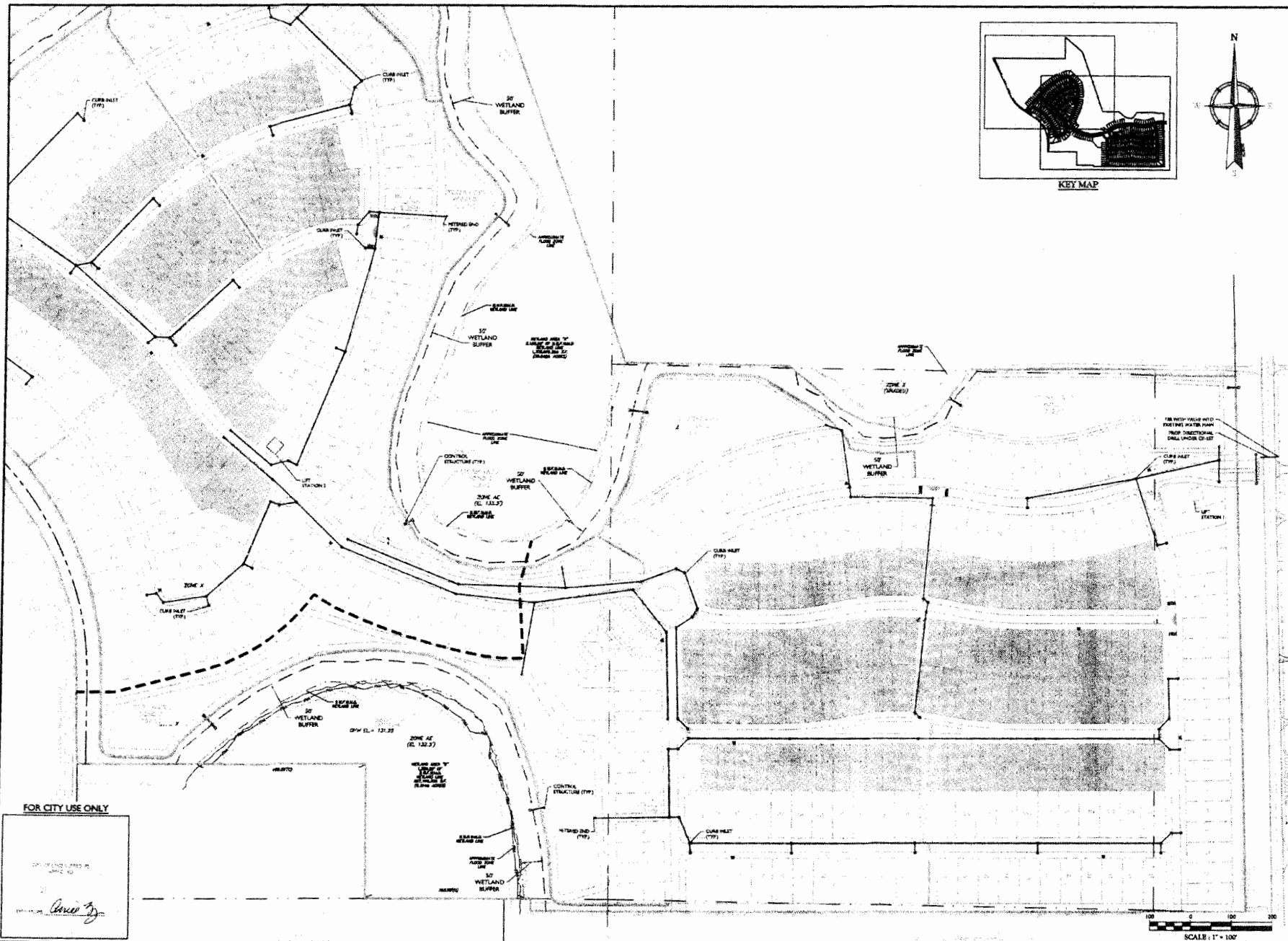
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**SITE DEVELOPMENT PLAN
FOR
SILVERLAKE**

PARCELS:
16-27-18-000000-01010 &
26-27-17-000000-03130

**CITY OF LAKE ALFRED
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DATE	BY	CHKD.	APP.	SCALE
11/15/22	SMR	SMR	SMR	AS SHOWN

DRAINAGE PLAN

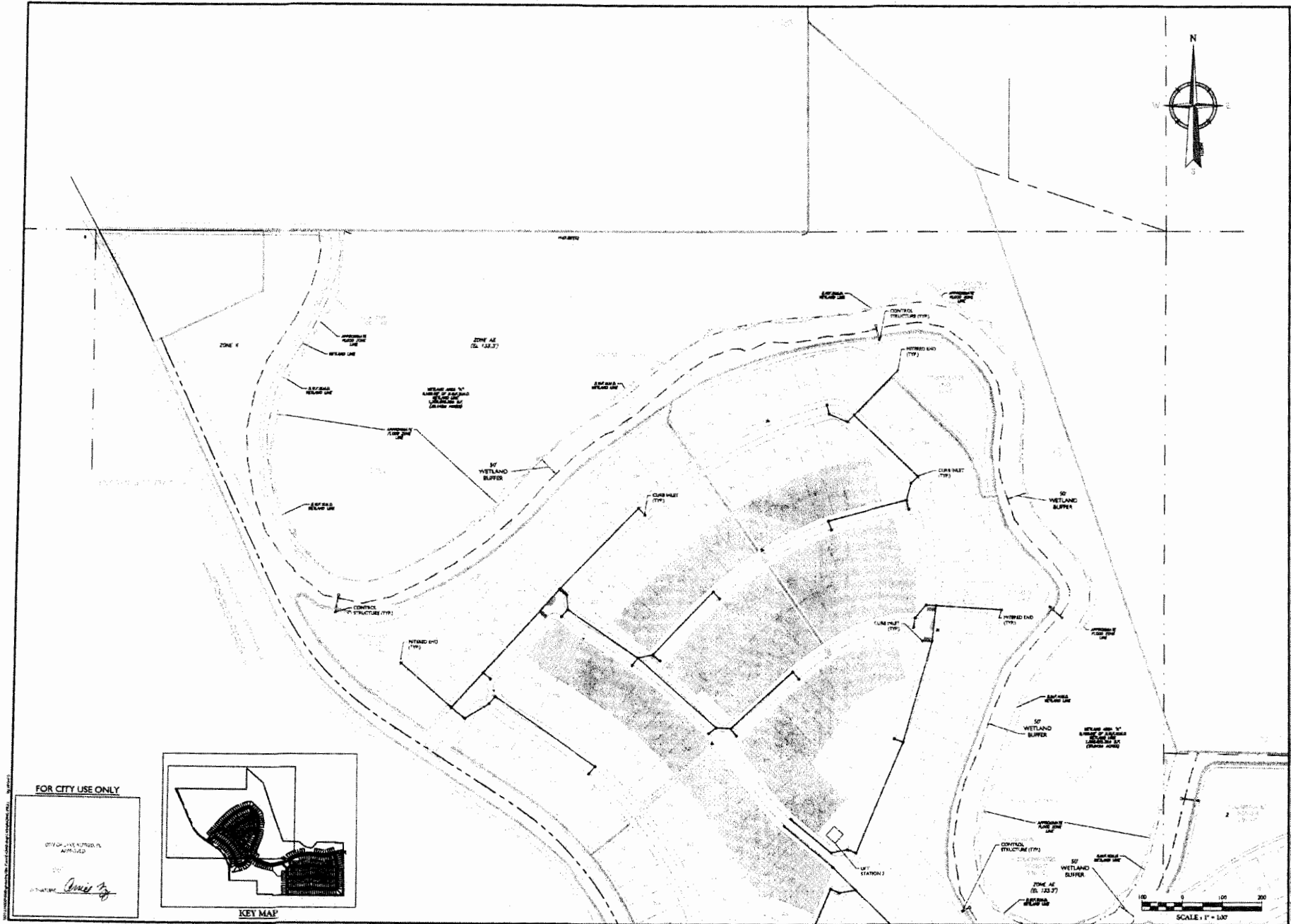
8 of 10

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APPROVED: *Stuart Milton Rogers*



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Sensitrol

NO.	DESCRIPTION	DATE

STUART MITTON ROGERS
 FLORIDA PROFESSIONAL ENGINEER
 LICENSE NUMBER: 95312-B
 COLLIERS ENGINEERING & DESIGN, INC.

SITE DEVELOPMENT PLAN
 FOR
SILVERLAKE
 PARCELS:
 26-27-28-000000-01010 &
 26-27-17-000000-032130
 CITY OF LAKE ALFRED
 POLK COUNTY
 FLORIDA

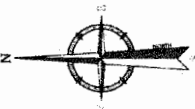
Colliers
 Engineering & Design

1321 West Orange Avenue
 Suite 100
 Tampa, FL 33604
 Phone: 813.267.1811
 FAX: 813.267.1812
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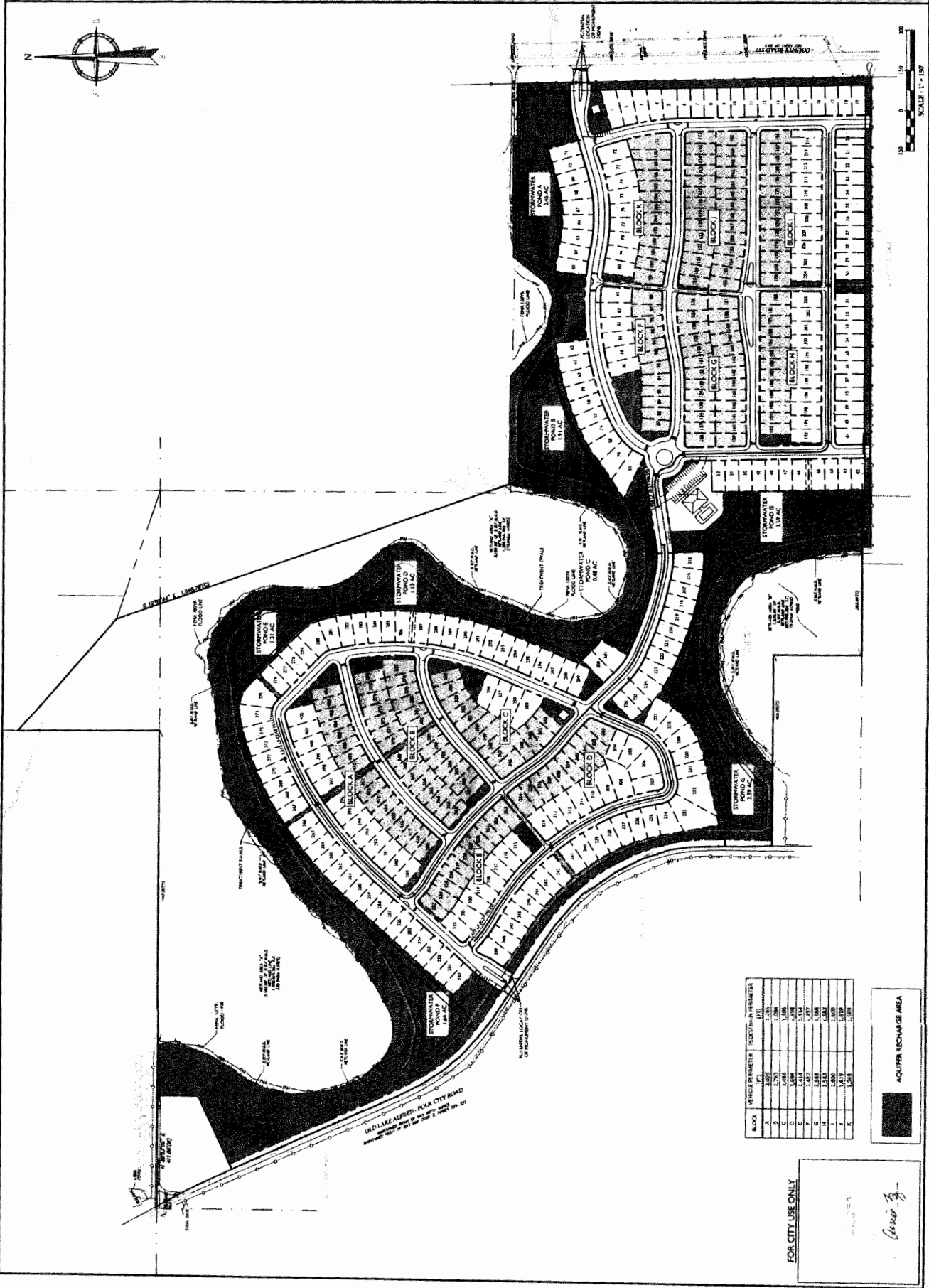
DATE	BY	REVISION	DESCRIPTION

DRAINAGE PLAN
 9 of 10

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION



<p>Collins Engineering & Design</p> <p>www.collinsengineering.com</p> <p>10000 W. US Highway 1, Suite 100 Lakeland, FL 34001 Phone: 888-888-8888 Fax: 888-888-8888</p>		<p>MASER</p> <p>Doris Buchanan, L.A. Professional Engineer</p>		<p>Seal of Polk County, Florida</p>		<p>Stuart Milton Rogers Professional Engineer Professional Seal No. 12345 Florida State Board of Professional Engineers & Architects</p>		<p>SITE DEVELOPMENT PLAN FOR SILVERLAKE</p>		<p>PARCELS: 26-27-18-00000-01010 & 26-27-17-00000-03130 CITY OF LAKE ALFRED POLK COUNTY FLORIDA</p>		<p>DATE: 10/15/2022 DRAWN BY: [Name] CHECKED BY: [Name] SCALE: 1" = 150'</p>		<p>BLOCK PLAN SHEET NO. 10 OF 10</p>	
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BLOCK	VEHICLE PERMITS	PARKING PERMITS	PERMITS IN EXCESS	TOTAL
A	1,200	1,200	0	2,400
B	1,200	1,200	0	2,400
C	1,200	1,200	0	2,400
D	1,200	1,200	0	2,400
E	1,200	1,200	0	2,400
F	1,200	1,200	0	2,400
G	1,200	1,200	0	2,400
H	1,200	1,200	0	2,400
I	1,200	1,200	0	2,400
TOTAL	12,000	12,000	0	24,000



FOR CITY USE ONLY

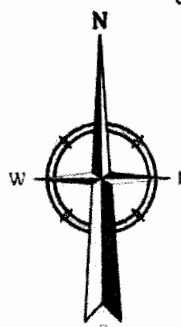
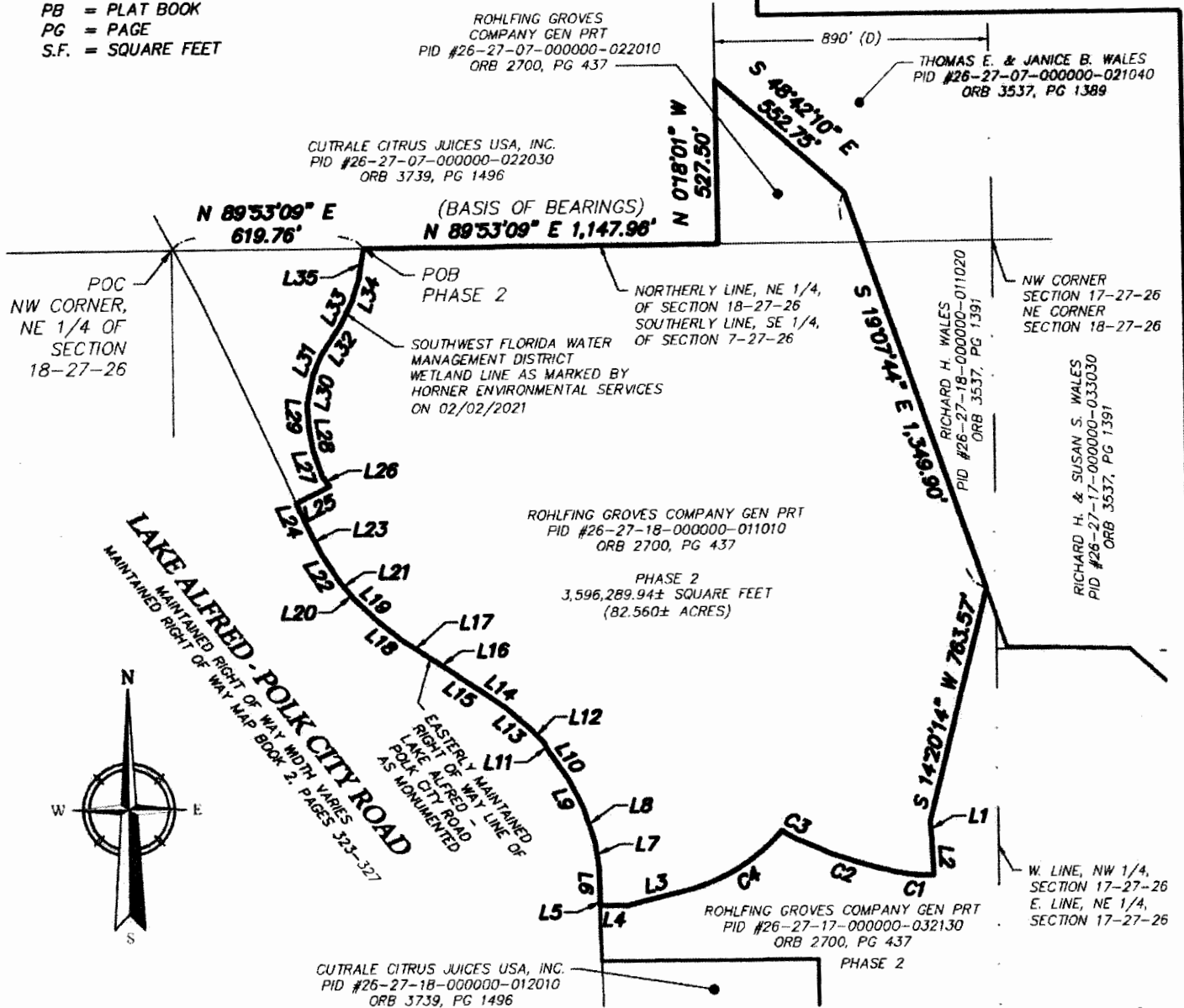
[Signature]

NOTE: DO NOT SCALE DRAWING FOR CONSTRUCTION

**SECTIONS 7 & 18, TOWNSHIP 27 SOUTH,
RANGE 26 EAST
POLK COUNTY, FLORIDA**

LEGEND

- PID = PROPERTY IDENTIFICATION NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- (P) = PLAT DIMENSION
- (C) = CALCULATED DIMENSION
- (D) = DEED DIMENSION
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- S.F. = SQUARE FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY

(SEE SHEET 1 & 2 FOR DESCRIPTION OF SKETCH)
(SEE SHEET 3 FOR PARENT PARCEL)
(SEE SHEET 5 FOR LINE AND CURVE TABLES)

2021121000074A3...cy:EXHIBIT-V-EXHBT-PH-2A.dwg:SHHT-04 By: RKIRCHNER



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**ROHLFING GROVES
PHASE 2
FOR
PULTE HOMES
COMPANY, LLC.**

2830 HIGHWAY 557
POLK CITY
POLK COUNTY,
FLORIDA



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TAMPA
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Tampa, FL 33634
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DOING BUSINESS AS MASER COMPANY, LLC
SUNSHINE STATE LICENSE

**ROHLFING GROVES
PHASE 2**

SCALE	DATE	DRAWN BY	CHECKED BY
1" = 500'	11/12/2021	RPK	CFD
PROJECT NUMBER	DRAWING NAME		
21000074A	V-EXBT-PH-2A		

EXHIBIT "A"

4 of 5