### PEACE CROSSING

COMMUNITY DEVELOPMENT
DISTRICT

**November 7, 2024** 

**BOARD OF SUPERVISORS** 

REGULAR MEETING
AGENDA

### PEACE CROSSING

**COMMUNITY DEVELOPMENT DISTRICT** 

# AGENDA LETTER

### Peace Crossing Community Development District OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431 Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

October 31, 2024

#### **ATTENDEES:**

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors
Peace Crossing Community Development District

#### **Dear Board Members:**

The Board of Supervisors of the Peace Crossing Community Development District will hold a Regular Meeting on November 7, 2024 at 11:00 a.m., at the Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport, Florida 33837-6808. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Ratification of Stantec Consulting Services, Inc. Agreement for Professional Engineering Services
- 4. Presentation of Terms of Bond Sale
- 5. Consideration of Resolution 2025-01, Setting Forth the Specific Terms of the Peace Crossing Community Development District's Special Assessment Revenue Bonds, Series 2024; Confirming the District's Provision of Infrastructure Improvements; Confirming and Adopting the Supplemental Engineer's Report; Confirming and Adopting Series 2024 Supplemental Assessment Methodology Report; Confirming, Allocating And Authorizing the Collection of Special Assessments Securing Series 2024 Bonds; Providing for the Application of True-Up Payments; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Series 2024 Special Assessments; Providing For Conflicts, Severability and an Effective Date
- 6. Consideration of Disclosure of Public Financing and Maintenance of Improvements
- 7. Ratification of Extension of Requests for Qualifications for CEI Services Due to Hurricane Helene to October 31, 2024
- 8. Review of Responses to RFQ for Continuing Construction Engineering & Inspection Services
  - A. Respondents
  - B. Ranking/Evaluation

- C. Authorization to Negotiate and Finalize Contract(s)
- 9. Review of Responses to RFQ for Continuing Construction Engineering & Inspection Services for Lake Wales Spine Road Project
  - A. Respondents
  - B. Ranking/Evaluation
  - C. Authorization to Negotiate and Finalize Contract(s)
- 10. Consideration of Public Facilities Report
- 11. Acceptance of Unaudited Financial Statements as of September 30, 2024
- 12. Approval of Minutes
  - A. August 1, 2024 Public Hearing and Regular Meeting
  - B. August 16, 2024 Special Meeting
- 13. Staff Reports
  - A. District Counsel: Kutak Rock LLP
    - Authorization to Prepare and Finalize Reimbursement Agreement with City of Lake Wales for Reimbursement for Utility Relocations related to Thompson Nursery Road
  - B. District Engineer: Stantec Consulting Services, Inc.
  - C. District Manager: Wrathell, Hunt and Associates, LLC
    - NEXT MEETING DATE: December 5, 2024 at 11:00 AM
      - QUORUM CHECK

SEAT 1	NOAH BREAKSTONE	In-Person	PHONE	No
SEAT 2	KEVIN MAYS	In-Person	PHONE	No
SEAT 3	JUSTIN ONORATO	In-Person	PHONE	No
SEAT 4	KEVIN KRAMER	☐ In-Person	PHONE	☐ No
SEAT 5	MICHAEL OSBORN	In-Person	PHONE	No

14. Board Members' Comments/Requests

Board of Supervisors Peace Crossing Community Development District November 7, 2024, Regular Meeting Agenda Page 3

- 15. Public Comments
- 16. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,

Swather

Craig Wrathell District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONI

CALL-IN NUMBER: 1-888-354-0094 PARTICIPANT PASSCODE: 782 134 6157

### **PEACE CROSSING**

#### **COMMUNITY DEVELOPMENT DISTRICT**

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#### AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ("Agreement") is made and entered into this day of September 2024, by and between:

**PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Lake Wales, Florida, with a mailing address c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

**STANTEC CONSULTING SERVICES INC.**, a New York corporation, with a local mailing address of 6920 Professional Parkway, Sarasota, Florida 34240-8414 ("Engineer").

#### **RECITALS**

**WHEREAS**, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

**WHEREAS**, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited qualifications from qualified firms and individuals to provide professional engineering services to the District on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

**WHEREAS**, the District's Board of Supervisors (the "Board") ranked Engineer as the most qualified firm to provide professional engineering services for the District on a continuing basis and authorized the negotiation of a contract pursuant to Section 287.055, Florida Statutes; and

**WHEREAS**, the District intends to employ Engineer to perform engineering, surveying, planning, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization(s); and

**WHEREAS**, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

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

#### ARTICLE 2. SCOPE OF SERVICES.

- A. The Engineer will provide general engineering services for the District, including:
  - 1. Preparation of any necessary reports and attendance at meetings of the Board.
  - **2.** Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
  - **3.** Providing professional engineering services, including but not limited to, review and execution of documents under the District's Trust Indentures and monitoring of District projects.
  - **4.** Any other items requested by the Board.
- **B.** Engineer shall, when authorized by the Board, provide general services related to construction of any District projects, including but not limited to:
  - 1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
  - 2. Processing of contractors' pay estimates.
  - **3.** Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
  - **4.** Final inspection and requested certificates for construction, including the final certificate of construction.
  - 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
  - **6.** Any other activity related to construction as authorized by the Board.
- **C.** With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.
- ARTICLE 3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized and shall be in a form similar to the form set forth in Exhibit A attached hereto and incorporated herein by this reference ("Work Authorization"). Authorization of services or projects under this Agreement shall be at the sole option of the District.
- **ARTICLE 4. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:
  - **A.** Lump Sum Amount The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the

work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-innegotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

- **B.** Hourly Personnel Rates For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates, the rates outlined in **Exhibit B**, attached hereto and incorporated by this reference, shall apply. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.
- **ARTICLE 5. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:
  - **A.** Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
  - B. Expense of reproduction, postage and handling of drawings and specifications.
- **ARTICLE 6. TERM OF AGREEMENT.** It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.
- **ARTICLE 7. SPECIAL CONSULTANTS.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.
- ARTICLE 8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at reasonable times upon prior notice to Engineer. Notwithstanding the foregoing, the District's right to inspect, copy and audit shall not extend to the composition of the Engineer's rates and fees, percentage mark-ups or multipliers but the District shall be entitled to confirm the number of billable hours charged by each employee correspond to the appropriate rate.

#### ARTICLE 9. OWNERSHIP OF DOCUMENTS.

- A. Upon full payment of all monies owed to Engineer, subject to any legal setoffs by the District, all rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District and shall be considered work for hire.
- B. The Engineer shall deliver all Work Product to the District upon completion thereof, unless it is necessary for the Engineer to retain possession for a longer period of time. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver to the District all such Work Product, whether complete or not, upon payment of all outstanding balances due Engineer for Work Product. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District. If said Work Product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.
- ARTICLE 10. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), Florida Statutes.
- **ARTICLE 11. ESTIMATE OF COST.** Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market

conditions, Engineer's opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent Engineer's best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

#### ARTICLE 12. INSURANCE.

- **A.** Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:
  - 1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
  - 2. Commercial General Liability Insurance, including but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.
  - 3. Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.
  - **4.** Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00).
- **B.** All insurance policies secured by Engineer pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law, except with respect to the Professional Liability Insurance which shall be on a claims-made basis.
- C. The District and the District's officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and Professionally Liability Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change in coverage or limits or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the

- District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.
- D. If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.
- ARTICLE 13. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- ARTICLE 14. AUDIT. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later. Notwithstanding the foregoing, the District's right to inspect, copy and audit shall not extend to the composition of the Engineer's rates and fees, percentage mark-ups or multipliers but the District shall be entitled to confirm the number of billable hours charged by each employee correspond to the appropriate rate.
- ARTICLE 15. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.
- ARTICLE 16. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly employed by Engineer, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily used by members of the Engineer's profession practicing under similar

circumstances at the same time and in the same locality. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain negligent errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

#### ARTICLE 17. INDEMNIFICATION.

- A. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless (but not defend) the District, its officers, supervisors, staff, and representatives from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally tortious conduct or negligent errors or omissions of the Engineer and persons employed or utilized by the Engineer in the performance of this Agreement.
- B. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, Florida Statutes, or other applicable law. The District agrees, to the extent permitted by Section 768.28, Florida Statutes, and other applicable law, to indemnify and hold the Engineer harmless from any damage, liability or cost to the extent caused by the District's negligence, recklessness, or intentionally wrongful conduct of the District and persons employed or utilized by the District in the performance of this Agreement.
- C. Liability under this section shall in no event exceed the sum of Two Million Dollars (\$2,000,000). Engineer shall carry, at its own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement.
- D. Disclaimer of Consequential Damages Notwithstanding anything to the contrary in this Agreement, the Parties shall have no liability to each other for indirect, consequential, or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, costs of shutdown or startup.
- E. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.
- **F.** In the event that any indemnification, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, and hold

harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

ARTICLE 18. EMPLOYMENT VERIFICATION; E-VERIFY. The Engineer agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, Florida Statutes.

ARTICLE 19. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be ARTICLE 20. controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Polk County, Florida.

NOTICE. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

> A. If to Engineer: Stantec Consulting Services, Inc.

> > 6920 Professional Parkway Sarasota, Florida 34240-8414 Attn: Travis Fledderman, P.E.

B. If to District: Peace Crossing Community

**Development District** 

2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager

Kutak Rock LLP With a copy to:

> 107 West College Avenue Tallahassee, Florida 32301

Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day's written notice to the parties and addressees set forth herein.

ARTICLE 22. Public Records. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Engineer acknowledges that the designated public records custodian for the District is Craig Wrathell ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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 the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, 561-571-0010, WRATHELLC@WHHASSOCIATES.COM.

ARTICLE 23. NO THIRD-PARTY BENEFITS. Nothing in the Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred by operation of law.

**ARTICLE 24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

- ARTICLE 25. ASSIGNMENT. Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.
- ARTICLE 26. CONSTRUCTION DEFECTS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
- ARTICLE 27. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.
- ARTICLE 28. ARM'S LENGTH TRANSACTION. This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.
- ARTICLE 29. TERMINATION. The District or Engineer may terminate this Agreement for cause upon seven (7) days' prior written notice. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services, unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.
- ARTICLE 30. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- **ARTICLE 31. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees, and costs at all judicial levels.
- **ARTICLE 33. ACCEPTANCE.** Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.
- ARTICLE 34. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

ARTICLE 35. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Engineer agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 36. COMPLIANCE WITH SECTION 287.135, FLORIDA STATUTES. Engineer certifies it: (i) is not in violation of Section 287.135, Florida Statutes; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Engineer is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

(Signatures on Following Page)

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed on the day and year first above written.

Attest:

DocuSigned by:

9/25/2024

3, 202 .

Ernesto Torres

—AE6196FB34D4464

Assistant Secretary/Secretary

PEACE CROSSING COMMUNITY

9/25/2024

DEVELOPMENT DISTRICT
DocuSigned by:

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Chairperson / Vice Chairperson,

**Board of Supervisors** 

STANTEC CONSULTING SERVICES INC.,

a New York corporation

Withess

Kris Wilhort

Travis Fledderman, P.E.

Project Manager, Senior Associate

**EXHIBIT A:** 

Form of Work Authorization

**EXBHITI B:** 

Schedule of Rates

Authorized Representative

	<b>Exhibit A</b> Form of Work Authorizati	on		
4	_, 202			
Peace Crossing City of Lake Wa	Community Development District ales, Florida			
Subject:	Work Authorization Number [] Peace Crossing Community Development Distri	ct		
Dear Chairman	, Board of Supervisors:			
Stantec Consulting Services, Inc. ("Engineer") is pleased to submit this work authorization to provide engineering services for the Peace Crossing Community Development District ("District"). We will provide these services pursuant to our current agreement dated				
I. Scope	of Work			
	[INSERT SCOPE OF WORL	<b>(</b> ]		
II. Fees				
Agreement in Engineer all di	I compensate Engineer pursuant to the hourly ra accordance with the terms of the Engineering rect costs, which include items such as printing E Engineering Agreement.	Agreement. The District will reimburse		
This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.				
Thank you for considering Engineer. We look forward to working with you.				
Sincerely,		APPROVED AND ACCEPTED		
Stantec Consul	ting Services Inc.	By: Chair/Vice-Chair, Peace Crossing Community Development District		
Name:				

**Exhibit B**Schedule of Rates



#### **SCHEDULE OF FEES**

Effective January 1, 2023

Staff Level	Rate
Level 3	\$111.00
Level 4	\$ 122.00
Level 5	\$ 139.00
Level 6	\$ 143.00
Level 7	\$ 152.00
Level 8	\$ 162.00
Level 9	\$ 168.00
Level 10	\$ 173.00
Level 11	\$ 189.00
Level 12	\$ 198.00
Level 13	\$ 209.00
Level 14	\$ 219.00
Level 15	\$ 232.00
Level 16	\$ 256.00
Level 17	\$ 265.00
Level 18	\$ 270.00
Level 19	\$ 281.00
Level 20	\$ 291.00
Level 21	\$ 309.00
1 Person Field Crew	\$ 145.00
2 Person Field Crew	\$ 200.00
3 Person Field Crew	\$ 255.00
4 Person Field Crew	\$ 310.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost + 10%.

1 Nishing Jeverydners 2001 vSchedule of Fees 2001, https://doi.org/10.1006/00.000

## **PEACE CROSSING**

#### **COMMUNITY DEVELOPMENT DISTRICT**



#### **CLOSING MEMORANDUM**

## 23,745,000 PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT (City of Lake Wales, Florida) Special Assessment Revenue Bonds, Series 2024 (Assessment Area One)

To: Financing Team

Date: November 1, 2024

Re: Closing Information

**<u>Pre-Closing</u>**: By Mail – Greenberg Traurig to Coordinate

Closing: November 8, 2024 / By Phone / Time: 9:30 AM

#### **FINANCING SUMMARY:**

						Dated /	
<b>Maturity</b>	<u>Amount</u>	<u>CUSIP</u>	Coupon	<u>Price</u>	<u>Yield</u>	<b>Delivery</b>	<u>Callable</u>
5/1/2031	2,630,000	70459HAA9	5.000%	100.000	5.000%	11/8/2024	Non-Callable
5/1/2044	8,470,000	70459HAB7	5.700%	100.000	5.700%	11/8/2024	Non-Callable
5/1/2054	12,645,000	70459HAC5	6.000%	100.000	6.000%	11/8/2024	5/1/44 At Par
	23,745,000						

First Coupon: 05/01/2025 Capitalized Interest: None

#### **FMS WIRE TO US BANK:**

<u>Date</u>: November 8, 2024 <u>Amount</u>: \$ 23,270,100.00

#### **BOND NUMBERS / COST OF ISSUANCE**

See Attached

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#### SOURCES AND USES OF FUNDS

Sources:	
Bond Proceeds:	
Par Amount	23,745,000.00
	23,745,000.00
Uses:	
Other Fund Deposits:	
Debt Service Reserve Fund (MADS w Release)	1,683,660.00
Delivery Date Expenses:	
Cost of Issuance	247,012.50
Underwriter's Discount	474,900.00
	721,912.50
Other Uses of Funds:	
Construction Fund	21,339,427.50
	23,745,000.00

#### BOND PRICING

Bond Componer	Maturity nt Date	Amount	Rate	Yield	Price
Term 1:	05/01/2031	2,630,000	5.000%	5.000%	100.000
Term 2:	05/01/2044	8,470,000	5.700%	5.700%	100.000
Term 3:	05/01/2054	12,645,000	6.000%	6.000%	100.000
·		23,745,000			
] ] ]	Dated Date Delivery Date First Coupon Par Amount Driginal Issue Discount	(	11/08/2024 11/08/2024 05/01/2025 745,000.00		
-	Production Underwriter's Discount		745,000.00 474,900.00	100.000000% -2.000000%	
-	Purchase Price Accrued Interest	23,	270,100.00	98.000000%	
]	Net Proceeds	23,2	270,100.00		

BOND DEBT SERVICE

Period Ending	Principal	Coupon	Interest	Debt Service
11/01/2025	345,000	5.000%	1,337,667.97	1,682,667.97
11/01/2026	335,000	5.000%	1,347,365.00	1,682,365.00
11/01/2027	350,000	5.000%	1,330,240.00	1,680,240.00
11/01/2028	370,000	5.000%	1,312,240.00	1,682,240.00
11/01/2029	390,000	5.000%	1,293,240.00	1,683,240.00
11/01/2030	410,000	5.000%	1,273,240.00	1,683,240.00
11/01/2031	430,000	5.000%	1,252,240.00	1,682,240.00
11/01/2032	455,000	5.700%	1,228,522.50	1,683,522.50
11/01/2033	480,000	5.700%	1,201,875.00	1,681,875.00
11/01/2034	510,000	5.700%	1,173,660.00	1,683,660.00
11/01/2035	535,000	5.700%	1,143,877.50	1,678,877.50
11/01/2036	570,000	5.700%	1,112,385.00	1,682,385.00
11/01/2037	600,000	5.700%	1,079,040.00	1,679,040.00
11/01/2038	635,000	5.700%	1,043,842.50	1,678,842.50
11/01/2039	675,000	5.700%	1,006,507.50	1,681,507.50
11/01/2040	715,000	5.700%	966,892.50	1,681,892.50
11/01/2041	755,000	5.700%	924,997.50	1,679,997.50
11/01/2042	800,000	5.700%	880,680.00	1,680,680.00
11/01/2043	845,000	5.700%	833,797.50	1,678,797.50
11/01/2044	895,000	5.700%	784,207.50	1,679,207.50
11/01/2045	950,000	6.000%	730,200.00	1,680,200.00
11/01/2046	1,010,000	6.000%	671,400.00	1,681,400.00
11/01/2047	1,070,000	6.000%	609,000.00	1,679,000.00
11/01/2048	1,140,000	6.000%	542,700.00	1,682,700.00
11/01/2049	1,210,000	6.000%	472,200.00	1,682,200.00
11/01/2050	1,285,000	6.000%	397,350.00	1,682,350.00
11/01/2051	1,365,000	6.000%	317,850.00	1,682,850.00
11/01/2052	1,450,000	6.000%	233,400.00	1,683,400.00
11/01/2053	1,535,000	6.000%	143,850.00	1,678,850.00
11/01/2054	1,630,000	6.000%	48,900.00	1,678,900.00
	23,745,000		26,693,367.97	50,438,367.97

BOND DEBT SERVICE

Peace Crossing Community Development District
Special Assessment Revenue Bonds, Series 2024 (Assessment Area One)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2025	345,000	5.000%	659,797.97	1,004,797.97	
11/01/2025	313,000	3.00070	677,870.00	677,870.00	1,682,667.97
05/01/2026	335,000	5.000%	677,870.00	1,012,870.00	1,002,007.57
11/01/2026	333,000	3.00070	669,495.00	669,495.00	1,682,365.00
05/01/2027	350,000	5.000%	669,495.00	1,019,495.00	1,002,505.00
11/01/2027	330,000	3.00070	660,745.00	660,745.00	1,680,240.00
05/01/2028	370,000	5.000%	660,745.00	1,030,745.00	1,000,210.00
11/01/2028	370,000	3.00070	651,495.00	651,495.00	1,682,240.00
05/01/2029	390,000	5.000%	651,495.00	1,041,495.00	1,002,210.00
11/01/2029	370,000	3.00070	641,745.00	641,745.00	1,683,240.00
05/01/2030	410,000	5.000%	641,745.00	1,051,745.00	1,005,210.00
11/01/2030	110,000	3.00070	631,495.00	631,495.00	1,683,240.00
05/01/2031	430,000	5.000%	631,495.00	1,061,495.00	1,005,210.00
11/01/2031	150,000	3.00070	620,745.00	620,745.00	1,682,240.00
05/01/2032	455,000	5.700%	620,745.00	1,075,745.00	1,002,210.00
11/01/2032	133,000	3.70070	607,777.50	607,777.50	1,683,522.50
05/01/2033	480,000	5.700%	607,777.50	1,087,777.50	1,005,522.50
11/01/2033	100,000	3.70070	594,097.50	594,097.50	1,681,875.00
05/01/2034	510,000	5.700%	594,097.50	1,104,097.50	1,001,075.00
11/01/2034	310,000	3.70070	579,562.50	579,562.50	1,683,660.00
05/01/2035	535,000	5.700%	579,562.50	1,114,562.50	1,005,000.00
11/01/2035	333,000	3.70070	564,315.00	564,315.00	1,678,877.50
05/01/2036	570,000	5.700%	564,315.00	1,134,315.00	1,070,077.50
11/01/2036	370,000	3.70070	548,070.00	548,070.00	1,682,385.00
05/01/2037	600,000	5.700%	548,070.00	1,148,070.00	1,002,303.00
11/01/2037	000,000	3.70070	530,970.00	530,970.00	1,679,040.00
05/01/2038	635,000	5.700%	530,970.00	1,165,970.00	1,079,040.00
11/01/2038	033,000	3.70070	512,872.50	512,872.50	1,678,842.50
05/01/2039	675,000	5.700%	512,872.50	1,187,872.50	1,070,042.30
11/01/2039	075,000	3.70070	493,635.00	493,635.00	1,681,507.50
05/01/2040	715,000	5.700%	493,635.00	1,208,635.00	1,001,507.50
11/01/2040	713,000	3.70070	473,257.50	473,257.50	1,681,892.50
05/01/2041	755,000	5.700%	473,257.50	1,228,257.50	1,001,072.30
11/01/2041	755,000	3.70070	451,740.00	451,740.00	1,679,997.50
05/01/2042	800,000	5.700%	451,740.00	1,251,740.00	1,079,997.30
11/01/2042	800,000	3.70070	428,940.00	428,940.00	1,680,680.00
05/01/2043	845,000	5.700%	428,940.00	1,273,940.00	1,000,000.00
11/01/2043	073,000	3.70070	404,857.50	404,857.50	1,678,797.50
05/01/2044	895,000	5.700%	404,857.50	1,299,857.50	1,070,777.50
11/01/2044	673,000	3.70070	379,350.00	379,350.00	1,679,207.50
05/01/2045	950,000	6.000%	379,350.00	1,329,350.00	1,077,207.30
11/01/2045	750,000	0.00070	350,850.00	350,850.00	1,680,200.00
05/01/2046	1,010,000	6.000%	350,850.00	1,360,850.00	1,000,200.00
11/01/2046	1,010,000	0.00070	320,550.00	320,550.00	1,681,400.00
05/01/2047	1,070,000	6.000%	320,550.00	1,390,550.00	1,001,400.00
11/01/2047	1,070,000	0.00070	288,450.00	288,450.00	1,679,000.00
05/01/2048	1,140,000	6.000%	288,450.00	1,428,450.00	1,079,000.00
11/01/2048	1,140,000	0.00076	254,250.00	254,250.00	1,682,700.00
05/01/2049	1,210,000	6.000%	254,250.00	1,464,250.00	1,082,700.00
11/01/2049	1,210,000	0.00070	217,950.00	217,950.00	1,682,200.00
	1 295 000	6.000%			1,082,200.00
05/01/2050 11/01/2050	1,285,000	0.00070	217,950.00 179,400.00	1,502,950.00 179,400.00	1,682,350.00
	1 265 000	6.0000/			1,002,330.00
05/01/2051	1,365,000	6.000%	179,400.00	1,544,400.00	1 602 050 00
11/01/2051	1 450 000	6.000%	138,450.00	138,450.00	1,682,850.00
05/01/2052	1,450,000	0.000%	138,450.00	1,588,450.00	

#### BOND DEBT SERVICE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2052			94,950.00	94,950.00	1,683,400.00
05/01/2053	1,535,000	6.000%	94,950.00	1,629,950.00	
11/01/2053			48,900.00	48,900.00	1,678,850.00
05/01/2054	1,630,000	6.000%	48,900.00	1,678,900.00	
11/01/2054					1,678,900.00
	23,745,000		26,693,367.97	50,438,367.97	50,438,367.97

#### NET DEBT SERVICE

		Debt Service	
		Reserve Fund	
Period	Total	(MADS w	Net
Ending	Debt Service	Release)	Debt Service
11/01/2025	1,682,667.97		1,682,667.97
11/01/2026	1,682,365.00		1,682,365.00
11/01/2027	1,680,240.00		1,680,240.00
11/01/2028	1,682,240.00		1,682,240.00
11/01/2029	1,683,240.00		1,683,240.00
11/01/2030	1,683,240.00		1,683,240.00
11/01/2031	1,682,240.00		1,682,240.00
11/01/2032	1,683,522.50		1,683,522.50
11/01/2033	1,681,875.00		1,681,875.00
11/01/2034	1,683,660.00		1,683,660.00
11/01/2035	1,678,877.50		1,678,877.50
11/01/2036	1,682,385.00		1,682,385.00
11/01/2037	1,679,040.00		1,679,040.00
11/01/2038	1,678,842.50		1,678,842.50
11/01/2039	1,681,507.50		1,681,507.50
11/01/2040	1,681,892.50		1,681,892.50
11/01/2041	1,679,997.50		1,679,997.50
11/01/2042	1,680,680.00		1,680,680.00
11/01/2043	1,678,797.50		1,678,797.50
11/01/2044	1,679,207.50		1,679,207.50
11/01/2045	1,680,200.00		1,680,200.00
11/01/2046	1,681,400.00		1,681,400.00
11/01/2047	1,679,000.00		1,679,000.00
11/01/2048	1,682,700.00		1,682,700.00
11/01/2049	1,682,200.00		1,682,200.00
11/01/2050	1,682,350.00		1,682,350.00
11/01/2051	1,682,850.00		1,682,850.00
11/01/2052	1,683,400.00		1,683,400.00
11/01/2053	1,678,850.00		1,678,850.00
11/01/2054	1,678,900.00	1,683,660	-4,760.00
	50,438,367.97	1,683,660	48,754,707.97

#### NET DEBT SERVICE

	Total	Debt Service Reserve Fund (MADS w	Net
Date	Debt Service	Release)	Debt Service
05/01/2025	1,004,797.97		1,004,797.97
11/01/2025	677,870.00		677,870.00
05/01/2026	1,012,870.00		1,012,870.00
11/01/2026	669,495.00		669,495.00
05/01/2027	1,019,495.00		1,019,495.00
11/01/2027	660,745.00		660,745.00
05/01/2028	1,030,745.00		1,030,745.00
11/01/2028	651,495.00		651,495.00
05/01/2029	1,041,495.00		1,041,495.00
11/01/2029 05/01/2030	641,745.00 1,051,745.00		641,745.00 1,051,745.00
11/01/2030	631,495.00		631,495.00
05/01/2031	1,061,495.00		1,061,495.00
11/01/2031	620,745.00		620,745.00
05/01/2032	1,075,745.00		1,075,745.00
11/01/2032	607,777.50		607,777.50
05/01/2033	1,087,777.50		1,087,777.50
11/01/2033	594,097.50		594,097.50
05/01/2034	1,104,097.50		1,104,097.50
11/01/2034	579,562.50		579,562.50
05/01/2035	1,114,562.50		1,114,562.50
11/01/2035	564,315.00		564,315.00
05/01/2036	1,134,315.00		1,134,315.00
11/01/2036	548,070.00		548,070.00
05/01/2037	1,148,070.00		1,148,070.00
11/01/2037 05/01/2038	530,970.00 1,165,970.00		530,970.00 1,165,970.00
11/01/2038	512,872.50		512,872.50
05/01/2039	1,187,872.50		1,187,872.50
11/01/2039	493,635.00		493,635.00
05/01/2040	1,208,635.00		1,208,635.00
11/01/2040	473,257.50		473,257.50
05/01/2041	1,228,257.50		1,228,257.50
11/01/2041	451,740.00		451,740.00
05/01/2042	1,251,740.00		1,251,740.00
11/01/2042	428,940.00		428,940.00
05/01/2043	1,273,940.00		1,273,940.00
11/01/2043	404,857.50		404,857.50
05/01/2044	1,299,857.50		1,299,857.50
11/01/2044 05/01/2045	379,350.00 1,329,350.00		379,350.00
11/01/2045	350,850.00		1,329,350.00 350,850.00
05/01/2046	1,360,850.00		1,360,850.00
11/01/2046	320,550.00		320,550.00
05/01/2047	1,390,550.00		1,390,550.00
11/01/2047	288,450.00		288,450.00
05/01/2048	1,428,450.00		1,428,450.00
11/01/2048	254,250.00		254,250.00
05/01/2049	1,464,250.00		1,464,250.00
11/01/2049	217,950.00		217,950.00
05/01/2050	1,502,950.00		1,502,950.00
11/01/2050	179,400.00		179,400.00
05/01/2051	1,544,400.00		1,544,400.00

#### NET DEBT SERVICE

Date	Total Debt Service	Debt Service Reserve Fund (MADS w Release)	Net Debt Service
11/01/2051	138,450.00		138,450.00
05/01/2052	1,588,450.00		1,588,450.00
11/01/2052	94,950.00		94,950.00
05/01/2053	1,629,950.00		1,629,950.00
11/01/2053	48,900.00		48,900.00
05/01/2054	1,678,900.00	1,683,660	-4,760.00
	50,438,367.97	1,683,660	48,754,707.97

#### BOND MATURITY TABLE

Maturity Date	Term 1	Term 2	Term 3	Total
05/01/2025	345,000			345,000
05/01/2026	335,000			335,000
05/01/2027	350,000			350,000
05/01/2027	370,000			370,000
05/01/2029	390,000			390,000
05/01/2029	410,000			410,000
05/01/2031	430,000			430,000
05/01/2032	130,000	455,000		455,000
05/01/2033		480,000		480,000
05/01/2034		510,000		510,000
05/01/2035		535,000		535,000
05/01/2036		570,000		570,000
05/01/2037		600,000		600,000
05/01/2038		635,000		635,000
05/01/2039		675,000		675,000
05/01/2040		715,000		715,000
05/01/2041		755,000		755,000
05/01/2042		800,000		800,000
05/01/2043		845,000		845,000
05/01/2044		895,000		895,000
05/01/2045			950,000	950,000
05/01/2046			1,010,000	1,010,000
05/01/2047			1,070,000	1,070,000
05/01/2048			1,140,000	1,140,000
05/01/2049			1,210,000	1,210,000
05/01/2050			1,285,000	1,285,000
05/01/2051			1,365,000	1,365,000
05/01/2052			1,450,000	1,450,000
05/01/2053			1,535,000	1,535,000
05/01/2054			1,630,000	1,630,000
	2,630,000	8,470,000	12,645,000	23,745,000

#### BOND SUMMARY STATISTICS

Dated Date	11/08/2024
Delivery Date	11/08/2024
Last Maturity	05/01/2054
Arbitrage Yield	5.873146%
True Interest Cost (TIC)	6.062982%
Net Interest Cost (NIC)	6.003629%
All-In TIC	6.164163%
Average Coupon	5.898685%
Average Life (years)	19.058
Weighted Average Maturity (years)	19.058
Duration of Issue (years)	10.901
Par Amount	23,745,000.00
Bond Proceeds	23,745,000.00
Total Interest	26,693,367.97
Net Interest	27,168,267.97
Total Debt Service	50,438,367.97
Maximum Annual Debt Service	1,683,660.00
Average Annual Debt Service	1,710,902.90
Underwriter's Fees (per \$1000) Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Term 1	2,630,000.00	100.000	5.000%	3.650
Term 2	8,470,000.00	100.000	5.700%	14.266
Term 3	12,645,000.00	100.000	6.000%	25.473
	23,745,000.00			19.058

	TIC	All-In TIC	Arbitrage Yield
Par Value + Accrued Interest + Premium (Discount)	23,745,000.00	23,745,000.00	23,745,000.00
- Underwriter's Discount - Cost of Issuance Expense - Other Amounts	-474,900.00	-474,900.00 -247,012.50	
Target Value	23,270,100.00	23,023,087.50	23,745,000.00
Target Date Yield	11/08/2024 6.062982%	11/08/2024 6.164163%	11/08/2024 5.873146%

#### FORM 8038 STATISTICS

#### Peace Crossing Community Development District Special Assessment Revenue Bonds, Series 2024 (Assessment Area One)

Dated Date 11/08/2024 Delivery Date 11/08/2024

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Term 1:						
	05/01/2025	345,000.00	5.000%	100.000	345,000.00	345,000.00
	05/01/2026	335,000.00	5.000%	100.000	335,000.00	335,000.00
	05/01/2027	350,000.00	5.000%	100.000	350,000.00	350,000.00
	05/01/2028	370,000.00	5.000%	100.000	370,000.00	370,000.00
	05/01/2029	390,000.00	5.000%	100.000	390,000.00	390,000.00
	05/01/2030	410,000.00	5.000%	100.000	410,000.00	410,000.00
	05/01/2031	430,000.00	5.000%	100.000	430,000.00	430,000.00
Term 2:						
	05/01/2032	455,000.00	5.700%	100.000	455,000.00	455,000.00
	05/01/2033	480,000.00	5.700%	100.000	480,000.00	480,000.00
	05/01/2034	510,000.00	5.700%	100.000	510,000.00	510,000.00
	05/01/2035	535,000.00	5.700%	100.000	535,000.00	535,000.00
	05/01/2036	570,000.00	5.700%	100.000	570,000.00	570,000.00
	05/01/2037	600,000.00	5.700%	100.000	600,000.00	600,000.00
	05/01/2038	635,000.00	5.700%	100.000	635,000.00	635,000.00
	05/01/2039	675,000.00	5.700%	100.000	675,000.00	675,000.00
	05/01/2040	715,000.00	5.700%	100.000	715,000.00	715,000.00
	05/01/2041	755,000.00	5.700%	100.000	755,000.00	755,000.00
	05/01/2042	800,000.00	5.700%	100.000	800,000.00	800,000.00
	05/01/2043	845,000.00	5.700%	100.000	845,000.00	845,000.00
	05/01/2044	895,000.00	5.700%	100.000	895,000.00	895,000.00
Term 3:						
-	05/01/2045	950,000.00	6.000%	100.000	950,000.00	950,000.00
	05/01/2046	1,010,000.00	6.000%	100.000	1,010,000.00	1,010,000.00
	05/01/2047	1,070,000.00	6.000%	100.000	1,070,000.00	1,070,000.00
	05/01/2048	1,140,000.00	6.000%	100.000	1,140,000.00	1,140,000.00
	05/01/2049	1,210,000.00	6.000%	100.000	1,210,000.00	1,210,000.00
	05/01/2050	1,285,000.00	6.000%	100.000	1,285,000.00	1,285,000.00
	05/01/2051	1,365,000.00	6.000%	100.000	1,365,000.00	1,365,000.00
	05/01/2052	1,450,000.00	6.000%	100.000	1,450,000.00	1,450,000.00
	05/01/2053	1,535,000.00	6.000%	100.000	1,535,000.00	1,535,000.00
	05/01/2054	1,630,000.00	6.000%	100.000	1,630,000.00	1,630,000.00
		23,745,000.00			23,745,000.00	23,745,000.00
					W . 1 . 1	
	M-4 '	T., 4	т	Stated		
	Maturity Date	Interest Rate	Issue Price	Redemption at Maturity		Yield
Final Maturity	05/01/2054	6.000% 1.	,630,000.00	1,630,000.00	-	
Entire Issue	00.01/2001		,745,000.00	23,745,000.00		5.8731%

#### FORM 8038 STATISTICS

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	721,912.50
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	1,683,660.00

#### PROOF OF ARBITRAGE YIELD

Peace Crossing Community Development District Special Assessment Revenue Bonds, Series 2024 (Assessment Area One)

		Present Value
Date	Debt Service	to 11/08/2024 @ 5.8731461178%
05/01/2025	1,004,797.97	977,232.42
11/01/2025	677,870.00	640,465.62
05/01/2026	1,012,870.00	929,679.84
11/01/2026	669,495.00	596,976.64
05/01/2027	1,019,495.00	883,131.54
11/01/2027	660,745.00	556,038.00
05/01/2028	1,030,745.00	842,659.49
11/01/2028	651,495.00	517,418.87
05/01/2029	1,041,495.00	803,560.65
11/01/2029	641,745.00	481,010.17
05/01/2030	1,051,745.00	765,830.25
11/01/2030	631,495.00	446,706.50
05/01/2031	1,061,495.00	729,458.52
11/01/2031	620,745.00	414,406.13
05/01/2032		697,674.05
	1,075,745.00	
11/01/2032	607,777.50	382,928.90
05/01/2033	1,087,777.50	665,800.16
11/01/2033	594,097.50	353,257.87
05/01/2034	1,104,097.50	637,781.39
11/01/2034	579,562.50	325,233.28
05/01/2035	1,114,562.50	607,616.32
11/01/2035	564,315.00	298,866.26
05/01/2036	1,134,315.00	583,605.35
11/01/2036	548,070.00	273,937.77
05/01/2037	1,148,070.00	557,461.07
11/01/2037	530,970.00	250,464.66
05/01/2038	1,165,970.00	534,311.04
11/01/2038	512,872.50	228,321.32
05/01/2039	1,187,872.50	513,732.67
11/01/2039	493,635.00	207,397.54
05/01/2040	1,208,635.00	493,313.63
11/01/2040	473,257.50	187,653.10
05/01/2041	1,228,257.50	473,127.25
11/01/2041	451,740.00	169,046.96
05/01/2042	1,251,740.00	455,054.33
11/01/2042	428,940.00	151,487.21
05/01/2043	1,273,940.00	437,077.74
11/01/2043	404,857.50	134,940.46
05/01/2044	1,299,857.50	420,887.51
11/01/2044	379,350.00	119,327.54
05/01/2045	1,329,350.00	406,228.35
11/01/2045	350,850.00	104,155.61
05/01/2046	1,360,850.00	392,465.72
11/01/2046	320,550.00	89,808.52
05/01/2047	1,390,550.00	378,476.29
11/01/2047	288,450.00	76,269.85
05/01/2048	1,428,450.00	366,925.33
11/01/2048	254,250.00	63,445.95
05/01/2049	1,464,250.00	354,967.40
11/01/2049	217,950.00	51,328.72
05/01/2050	1,502,950.00	343,857.39
11/01/2050	179,400.00	39,873.70
05/01/2051	1,544,400.00	333,468.04
11/01/2051	138,450.00	29,041.41
11.01.2001	150, 150.00	27,011.71

#### PROOF OF ARBITRAGE YIELD

Peace Crossing Community Development District Special Assessment Revenue Bonds, Series 2024 (Assessment Area One)

		Present Value to 11/08/2024
Date	Debt Service	@ 5.8731461178%
05/01/2052	1,588,450.00	323,689.46
11/01/2052	94,950.00	18,796.64
05/01/2053	1,629,950.00	313,465.59
11/01/2053	48,900.00	9,135.97
05/01/2054	1,678,900.00	304,720.04
	50,438,367.97	23,745,000.00

#### Proceeds Summary

Delivery date	11/08/2024
Par Value	23,745,000.00
Target for yield calculation	23,745,000.00

#### COST OF ISSUANCE

#### Peace Crossing Community Development District Special Assessment Revenue Bonds, Series 2024 (Assessment Area One)

Cost of Issuance	\$/1000	Amount
Bond Counsel Fee	2.48473	59,000.00
Bond Counsel Expenses	0.12634	3,000.00
District Counsel	2.10571	50,000.00
Underwriter's Counsel	2.73742	65,000.00
District Manager - AM	2.19994	52,237.50
Trustee and Counsel	0.51274	12,175.00
Printing	0.08844	2,100.00
Dissemination Services	0.14740	3,500.00
	10.40272	247,012.50

# **PEACE CROSSING**

# **COMMUNITY DEVELOPMENT DISTRICT**

#### **RESOLUTION 2025-01**

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS **CROSSING** OF THE **PEACE COMMUNITY** DEVELOPMENT DISTRICT'S SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024; CONFIRMING THE **DISTRICT'S PROVISION OF INFRASTRUCTURE** IMPROVEMENTS; CONFIRMING AND ADOPTING THE SUPPLEMENTAL ENGINEER'S REPORT; CONFIRMING **AND ADOPTING SERIES** 2024 **SUPPLEMENTAL** ASSESSMENT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING SERIES 2024 BONDS: PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2024 SPECIAL **PROVIDING ASSESSMENTS**; **FOR** CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

#### [ASSESSMENT AREA ONE]

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

**WHEREAS**, the District's Board of Supervisors (the "Board") has previously adopted, after notice and public hearing, Resolution 2024-32, relating to the imposition, levy, collection and enforcement of such special assessments; and

**WHEREAS**, pursuant to and consistent with the terms of Resolution 2024-32, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with a series of bonds and the terms of the bond issue; and

**WHEREAS**, on October 8, 2024, the District entered into a *Bond Purchase Agreement* whereby it agreed to sell its \$23,745,000 Special Assessment Revenue Bonds, Series 2024 (the "Series 2024 Bonds"); and

**WHEREAS**, pursuant to and consistent with Resolution 2024-32, the District desires to set forth the particular terms of the sale of the Series 2024 Bonds and confirm the lien of the special assessments securing the Series 2024 Bonds (the "Series 2024 Assessments").

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

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190, and 197, *Florida Statutes*, and Resolution 2024-32.

**SECTION 2. FINDINGS.** The Board of Supervisors of the Peace Crossing Community Development District hereby finds and determines as follows:

- (a) On November 29, 2023, the District, after due notice and public hearing, adopted Resolution 2024-32, which, among other things, equalized, approved, confirmed, and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds was issued to fund all or any portion of the District's infrastructure improvements, a supplemental resolution would be adopted to set forth the specific terms of the bonds and certifying the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the True-Up amounts and the application of receipt of True-Up proceeds.
- (b) The *Master Plan of Improvements*, dated October 10, 2023, as amended by that *Supplemental Engineer's Report for Series 2024 Project*, dated August 15, 2024, each attached to this Resolution as **Composite Exhibit A** (together, the "Engineer's Report"), identifies and describes the presently expected components of the improvements to be financed with the Series 2024 Bonds (the "Improvements"). The District hereby confirms that the Improvements serve a proper, essential, and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2024 Bonds.
- (c) The Final First Supplemental Special Assessment Methodology Report (Assessment Area One), dated October 8, 2024, attached to this Resolution as **Exhibit B** (the "Supplemental Assessment Report"), applies the Master Special Assessment Methodology Report, dated October 13, 2023 (the "Master Assessment Report") to the actual terms of the Series 2024 Bonds. The Supplemental Assessment Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2024 Bonds.
- (d) The Improvements will specially benefit all the developable acreage within the District, as set forth in the Supplemental Assessment Report. It is reasonable, proper, just, and right to assess the portion of the costs of the Improvements financed with the Series 2024 Bonds to the specially benefited properties within the District as set forth in Resolution 2024-32 and this Resolution.

**SECTION 3. CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR SERIES 2024 BONDS.** As provided in Resolution 2024-32, this Resolution is intended to set forth the terms of the Series 2024 Bonds and the final amount of the lien of the special assessments securing those bonds.

The Series 2024 Bonds, in a par amount of \$23,745,000 shall bear such rates of interest and maturity as shown on **Exhibit C** attached hereto. The final payment on the Series 2024 Bonds shall be due on May 1, 2054. The sources and uses of funds of the Series 2024 Bonds shall be as set forth in **Exhibit D**. The debt service due on the Series 2024 Bonds is set forth on **Exhibit E** attached hereto. The lien of the special assessments securing the Series 2024 Bonds on all developable land within Assessment Area One and Neighborhoods E and F shall be the principal amount due on the Series 2024 Bonds, together with accrued but unpaid interest thereon, and together with the amount, if any, by which annual assessments are grossed up to include early payment discounts required by law and costs of collection.

# SECTION 4. ALLOCATION OF ASSESSMENTS SECURING SERIES 2024 BONDS.

- (a) The special assessments for the Series 2024 Bonds shall be allocated in accordance with **Exhibit B** which allocation shall initially be on a per-acre basis on the lands within Assessment Area One and Neighborhoods E and F, as defined in the Supplemental Assessment Report, and further allocated in accordance with Exhibit B as lands are included on a plat, included on a site plan, or sold by the current landowner. Prior to removal of the Series 2024 Assessment Lien from Neighborhoods E and F, any assessment principal payments made will be attributable to Assessment Area One and not Neighborhoods E and F.
- (b) As described in the Supplemental Assessment Report, the lien securing the Series 2024 Assessments shall automatically terminate as to the property described in Exhibit F (Parcels E & F) upon the earliest to occur of the following events: (i) the lands described in Exhibit G (Parcels A, B & C) have been platted into lots; (ii) the lands described in Exhibit G (Parcels A, B & C) have been sold to third parties and the assessment lien assigned to such parcels based on the transferred development rights; or (iii) the Developer receives the Army Corp of Engineers' permit for the lands described in Exhibit H (Pods B-2 and C-2).
- (c) The Supplemental Assessment Report is consistent with the District's Master Assessment Methodology, as amended. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the District's Series 2024 Bonds. The estimated costs of collection of the special assessments for the Series 2024 Bonds are as set forth in the Supplemental Assessment Report.
- (d) The lien of the special assessments securing the Series 2024 Bonds includes all developable land within Assessment Area One and also initially Neighborhoods E and F, and as such land is ultimately defined and set forth in plats or other designations of developable acreage. To the extent land is added to the District, the District may, by supplemental resolution, determine such land to be benefited by the Improvements and reallocate the special assessments securing the Series 2024 Bonds and impose special assessments on the newly added and benefited property.
- (e) Taking into account capitalized interest, if any, and earnings on certain funds and accounts as set forth in the Master Trust Indenture and First Supplemental Trust Indenture, the District shall begin annual collection of special assessments for the Series 2024 Bonds debt service

payments using the methods available to it by law. Debt service payments and semi-annual installments of interest are reflected on **Exhibit E**.

(f) The District hereby certifies the special assessments for collection and directs staff to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law in order to provide for the timely payment of debt service. The District Manager shall prepare or cause to be prepared each year a tax roll for purposes of effecting the collection of the special assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect any prepayments of debt as and when due and to collect special assessments on unplatted property using methods available to the District authorized by Florida law

**SECTION 5. APPLICATION OF TRUE-UP PAYMENTS.** Pursuant to Resolution 2024-32, there may be required from time to time certain True-Up payments. Using the approach described in the Master Assessment Report, as amended, and the Supplemental Assessment Report, the District will have the ability to determine the land uses and size planned for a parcel or a unit at the time the land is included on a plat, included on a site plan, or is sold. To ensure that the total cost of the District infrastructure benefitting all of the property uses within Assessment Area One is allocated fairly, assessments assigned to residential units ("Development Units") will not be assigned until those units have been the subject of a plat, site plan or contract for sale. At such time as parcels of land are divided into or allocated Development Units, the special assessments securing the Series 2024 Bonds shall be allocated to the lands as set forth in Resolution 2024-32, this Resolution, the Master Assessment Report, and more specifically the Supplemental Assessment Report, including, without limitation, the application of the True-Up process set forth in Section 8 of Resolution 2024-32. Based on the final par amount of \$23,745,000 in Series 2024 Bonds, the True-Up calculations will be made in accordance with the process set forth in the Master Assessment Report, as amended, and more specifically the Supplemental Assessment Report. The District shall apply all True-Up payments related to the Series 2024 Bonds only to the credit of the Series 2024 Bonds. All True-Up payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the First Supplemental Trust Indenture, dated as of November 1, 2024, governing the Series 2024 Bonds.

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

**SECTION 7. OTHER PROVISIONS REMAIN IN EFFECT.** This Resolution is intended to supplement Resolution 2024-32, which remains in full force and effect. This Resolution and Resolution 2024-32 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**SECTION 8. ASSESSMENT NOTICE.** The District's Secretary is hereby directed to record a *Notice of Series 2024 Special Assessments* securing the Series 2024 Bonds in the Official Records of Polk County, Florida, or such other instrument evidencing the actions taken by the District. The District's Secretary is hereby directed to record an *Amended and Restated Notice of Series 2024 Special Assessments* securing the Series 2024 Bonds in the Official Records of Polk County, Florida upon the release of Parcels E & F, as described in Exhibit F, from the lien of the Series 2024 Assessments.

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

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

[SIGNATURES ON FOLLOWING PAGE]

# PASSED AND ADOPTED this 7th day of November, 2024.

ATTEST:	PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secret	Chair/Vice Chair, Board of Supervisors
Composite Exhibit A:	Master Plan of Improvements; Supplemental Engineer's Report for Series 2024 Project
Exhibit B:	Series 2024 Supplemental Special Assessment Methodology Report
Exhibit C:	Maturities and Coupon of Series 2024 Bonds
Exhibit D:	Sources and Uses of Funds for Series 2024 Bonds
Exhibit E:	Annual Debt Service Payment Due on Series 2024 Bonds
Exhibit F:	Legal Description of Released Lands (Parcels E & F)
Exhibit G:	Legal Description of Permanent Assessment Area One (Parcels A, B & C)
Exhibit H:	Description of Pods B-2 and C-2

## **Composite Exhibit A**

### Master Plan of Improvements dated October 10, 2023 And Supplemental Engineer's Report for Series 2024 Project dated August 15, 2024

[Attached beginning at following page]

# PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

Master Plan of Improvements



Prepared for: Peace Crossing CDD 2300 Glades Road, Suite 410W Boca Raton, FL 33481

Prepared by: Stantec Consulting Services Inc. 6920 Professional Parkway Sarasota, Florida 34235

#### PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

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**EXHIBIT A - AERIAL LOCATION MAP** 

**EXHIBIT B - SKETCH AND LEGAL DESCRIPTION** 

**EXHIBIT C - DRAINAGE MAP** 

**EXHIBIT D - EXISTING UTILITIES MAP** 

**EXHIBIT E - FUTURE LAND USE MAP** 

#### SECTION A INTRODUCTION

#### 1. General

The Peace Crossing Community Development District (the CDD) is a special-purpose unit of local government established by Ordinance No. 2023-29 of the City of Lake Wales, Florida ("Ordinance").

The Peace Crossing Community Development District (the CDD) was created to construct and maintain public works and utilities including water, sewer, drainage, irrigation, water management, parks, recreational facilities, roadway and other infrastructure.

#### 2. Purpose and Scope

The purpose of this report is to present the nature and extent of the improvements which may be implemented by the CDD for and on behalf of the CDD, which improvements will thereafter be owned, operated and/or maintained by either the CDD or another legally empowered governmental entity. The text of this report generally describes the existing land within the CDD, the proposed improvements and recommendations. The report is not intended to be used for exact representation or for construction purposes since detailed construction documents for all of the proposed improvements have not yet been finalized.

#### 3. Lands in Peace Crossing Community Development District (the CCD)

An Aerial Location Map showing the location of the CDD is included as Exhibit A. The Legal Description(s) and Sketch(s) are included as Exhibit B and reflect the lands to be included in the CDD. These lands total approximately 1,863.752 acres.

#### SECTION B EXISTING CONDITIONS

#### 1. Topography

The area within the CDD ranges from approximately 116 feet elevation to 132 feet elevation, and the project survey based on NGVD Vertical Datum. The lower elevations occur in the wetlands and along the Peace Creek Drainage Canal. The lands within the CDD are undeveloped row crops and rangelands, and wetlands.

#### 2. Soil and Vegetation

Based on the Geotechnical Report prepared by ECS Florida, LLC, the predominant surficial soil types within the CDD are identified as sand (SP) and sand with slit (SP-SM) for upland areas. The wetlands in the area have visible ponding in select areas which indicate a clay or silt layer with a perched water table. The site is predominantly open pastures, however there are select areas with existing trees.

#### 3. Land Use and Zoning

The District is located within City of Lake Wales, Florida. The entire project area is undeveloped at this time. The land contains Planned Development Mixed-Use (PDMU) zoning and is subject to a Master Development Plan (MDP). The future land use within The CDD boundary is Mixed Use and Rural Residential or No/Unknown. The PDMU Zoning category was approved by the City of Lake Wales on August 17, 2021 and was further modified on December 20, 2022.

#### SECTION C INFRASTRUCTURE PLANS

#### 1. Public Infrastructure Improvements

The CDD will finance infrastructure design and construction required to provide public infrastructure for the project and its ultimate property owners. The improvements for the project will be consistent with the City of Lake Wales Land Use and Development Regulation Code and may include:

#### Public Roadways, including thoroughfares, arterial, collector, or local streets

Roadway improvements are necessary for interconnectivity of various developments that might occur within the CDD. Roadways will consist of either 4-lane and 2-lane divided and undivided cross sections. Main roads may include roundabouts. Roadways include subgrade, base, asphalt, curbs, gutters, inlets, culverts, striping and signage. Major intersection improvements are also anticipated at connections to Thompson Nursery Rd and US 27 which will include turn lanes and signalization of the intersection. Access to the project will be provided via proposed signalized intersection on US 27 and Thompson Nursery Rd.

#### **Stormwater Improvements**

The stormwater collection and outfall system are a combination of roadway curbs, curb inlets, pipes, control structures and interconnected open lakes designed to treat and attenuate stormwater runoff from District lands. The stormwater system within the project discharges to the Peace Creek Drainage canal through a series of interconnected wetlands. The stormwater system will be designed consistent with the criteria established by the Southwest Florida Water Management District (SWFWMD), Polk County, and City of Lake Wales for stormwater/floodplain management systems.

#### Water and Sewer facilities

The District intents to construct water and wastewater facilities to serve the project. Connections to existing utilities are located along Thompson Nursery Rd and along US 27. The system will be completed by the CDD and turned over to the City of Lake Wales Utility Department.

#### **Master Irrigation facilities**

The initial master irrigation source for the project will be from surface waters from the proposed ponds as well as from groundwater. In addition to these two sources, future City of Lake Wales reclaimed water is anticipated for the development. As such, a future reclaim main is proposed along the entirely of the main public roadways within the project.

#### Public Roadway Landscape, Lighting, Signage, and Furnishings

The District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. Landscaping will consist of sod, shrubs, ground cover, trees and plants. The irrigation system will consist of spray and rotating heads providing irrigation coverage to the landscaped areas. Moreover, hardscaping will consist of entry features, benches, trashcans, accent pavement, etc.

Street lights and electric are proposed for the project. The intent is that Duke Energy will own the street lights and the CDD will lease them.

#### **Entry features**

The project may include entry features that will serve as aesthetic architectural features. These structures or landscaped areas may include signage, lighting, and hardscaping to accent key features of the District to enhance the overall public areas of the community.

#### Lakes/Ponds

The proposed interconnected stormwater lakes/ponds will be owned and maintained by the CDD. The lakes are necessary for many reasons which included but are not limited to:

- 1. Providing a stormwater management function
- 2. Providing a source of fill for CDD funded improvements

#### Trails, Parks, Recreation, and Security

The CDD may construct a trail system that connects localized parks or "pocket parks" throughout the community. These improvements will be funded, owned, and maintained by the District, or alternatively may be funded by the developer or future property owners and turned over to the District for ownership, operation, and maintenance. Alternatively, the District may contract with a homeowners association for operation and maintenance.

The CDD may also construct guardhouses or gates or other security related improvements.

#### **Amenity Center**

The District may elect to construct amenities within the development. The District may or may not also finance additional amenities, parks and other common areas for the benefit of the District. These improvements will be funded, owned, and maintained by the District, or alternatively may be funded by the developer and turned over to a homeowners' association of the District for ownership, operation, and maintenance. Alternatively, the District may contract with a homeowners association for operation and maintenance.

# PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT OCTOBER 2023

#### **Wetland Mitigation**

There are certain apparent unavoidable wetland impacts associated with the construction of the proposed CDD infrastructure which will require wetland impact mitigation. The District will be responsible for the funding, design, permitting, construction of the environmental mitigation. Only on-site mitigation within publically owned lands constituting capital expenditures will be financed by the District. No payments will be made by the District to mitigation banks.

#### Other improvements, infrastructure or facilities authorized by Chapter 190, Florida Statutes

It is noted that the list above is not an exhaustive list. Other improvements, infrastructure, or facilities authorized by Chapter 190, Florida Statues, may be subject to CDD financing.

#### 2. Permitting

A portion of the required permits has already been applied for while other required permits will be applied for at a later date. It is our opinion that there are no technical reasons existing at this time which would prohibit the permitting and construction of the planned infrastructure, subject to continued compliance with agency criteria and conditions of the already approved plans and permits.

Permits necessary to complete the Project are, in our opinion, obtainable from the permitting agencies, subject to reasonable, normal and customary permit conditions. The following is a non-exhaustive list of applicable permits and their status:

City of Lake Wales Construction Permit: Pending

Polk County Type II ROW Use Permit: Pending

FDEP Potable Water Permit: Pending

FDEP Wastewater Permit: Pending

FEMA Conditional Letter of Map Amendment (CLOMR): Pending

Southwest Florida Water Management District Statewide Environmental Resource Permit: Pending

Florida Department of Environmental Protection 404 Permit: Permit

#### 3. Estimated Costs of Master Improvements

Table 1 lists the components of the planned master infrastructure improvements for The CDD, together with their estimated costs of design and construction. The Table also includes an estimate of administrative, engineering and other fees, and contingencies associated with the improvements. The total estimated cost of improvements, including professional fees, permits and contingency, is \$102,085,000.

TABLE 1: MASTER INFRASTRUCTURE					
PEACE CROSSING COMMUNITY DEV	PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT				
DESCRIPTIONS	DESCRIPTIONS				
ROADWAYS (4,7)	\$	26,978,000			
STREET/ENTRY LIGHTING (6,7)	\$	1,450,000			
DRAINAGE (2,3,7)	\$	13,125,000			
WATER, WASTEWATER, RECLAIM (7)	\$	11,562,000			
CLEARING & EARTHWORK (2,3,7)	\$	3,683,000			
LANDSCAPING/LAKES/IRRIGATION (2,3,5,6,7)	\$	1,450,000			
AMENITY CENTERS (7)	\$	15,000,000			
PARKS, RECREATION, SECURITY (7) \$ 4,					
PROFESSIONAL FEES, DESIGN & PERMITTING (7)	7,675,000				

ENTRANCE FEATURES & SIGNS	(5,7)	\$ 3,500,000
CONSULTANTS/CONTINGENCIES	OTHER (7)	\$ 7,675,000
WETLAND MITIGATION (7)		\$ 5,000,000
	TOTAL	\$ 102,085,000

- Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, water utilities, entry feature, landscaping and signage, wetland mitigation, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.
- 2. Excludes grading of each lot in conjunction with lot development and home construction, which will be provided by home builders.
- 3. Includes stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
- 4. Includes sub-grade, base, asphalt paving, curbing, traffic control, street signage, striping and civil/site engineering.
- 5. Includes entry features, signage, hardscape, landscape, irrigation and buffer fencing.
- 6. District will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Costs shown only include the incremental cost of undergrounding and does not include the cost of the streetlights.
- 7. The costs associated with the infrastructure are a master cost and are effectively shared by the entire project (All phases).
- 8. Estimates are based on 2023 cost.

Please note that estimated individual element totals may vary and are only to establish a Total Estimated Costs of Improvements. The costs estimated herein do not include anticipated carrying cost, interest reserves, or other anticipated CDD expenditures that may be incurred.

#### 4. Estimated Costs of Neighborhood Infrastructure Costs

The Master Infrastructure described herein only accounts for the development of the pods of land ("Neighborhoods"). It does not include all the public infrastructure for the residential lands to be fully developed, there is a need for additional public infrastructure in addition to the Master Infrastructure.

Each Neighborhood will require certain components of public infrastructure in order for people to live in a residence ("Neighborhood Infrastructure"). This Neighborhood Infrastructure includes, but is not limited to include:

- --Streets:
- --Street Signage and/or Signalization;
- --Street Lighting;
- --Sidewalks, Trails, and Multi-Use Paths;
- --Stormwater Management Facilities;
- --Drainage Improvements, including but limited to curbs, gutters, inlets, and pipes;
- --Potable Water Infrastructure;
- --Sanitary Sewer Infrastructure and Lift Stations;
- --Landscaping:
- --Hardscaping
- --Irrigation;
- --Other public infrastructure permitted by section 190.012, F.S.; and
- -- Associated professional fees and permit/inspection fees.

The cost of Neighborhood Infrastructure is estimated as follows:

# PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT OCTOBER 2023

TABLE 2: NEIGHBORHOOD INFRASTRUCTURE					
	PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT				
Neighborhood Estimated # of Residential Units Total Neighborhood Infrastruc Costs					
Α	375	\$	20,124,000.00		
В	498	\$	33,294,000.00		
С	352	\$	23,957,000.00		
D	616	\$	40,881,000.00		
E	659	\$	41,690,000.00		
F	338	\$	24,535,000.00		
Totals	2,838	\$	184,481,000.00		

It is noted that the costs above were calculated based on typical costs for public infrastructure relating to single family developments.

Additional Note: The entitled residential unit count is 6,100 and includes a total of 3,350 Single Family Dwelling Units, and 2,750 Multi-Family Dwelling Units; Only Single Family Residential Units are estimated in the table above, but are subject to modification or adjustment per design and permitting.

## SECTION D MAINTENANCE RESPONSIBILITIES

Maintenance and operational responsibilities of the Project will include the following:

## **Proposed Facilities and Services**

FACILITY	FUNDED BY	OWNED BY	MAINTAINED BY
Stormwater Management	CDD	CDD	CDD
Potable Water System	CDD	City of Lakes Wales Utilities	City of Lakes Wales Utilities
Reclaimed Water System	CDD	City of Lakes Wales Utilities	City of Lakes Wales Utilities
Sanitary Sewer System	CDD	City of Lakes Wales Utilities Department	City of Lakes Wales Utilities Department
Public Roadway Construction	CDD	City of Lakes Wales	City of Lakes Wales
Offsite Roadway Improvements	CDD	Polk County /FDOT	Polk County /FDOT
Amenities	CDD	CDD	CDD
Common Area, Landscape, Hardscape, Irrigation	CDD	CDD	CDD

#### SECTION E SUMMARY AND CONCLUSION

The CDD improvements will be designed in accordance with current governmental regulations and requirements. The CDD improvements will serve its intended function so long as the construction is in substantial compliance with the design.

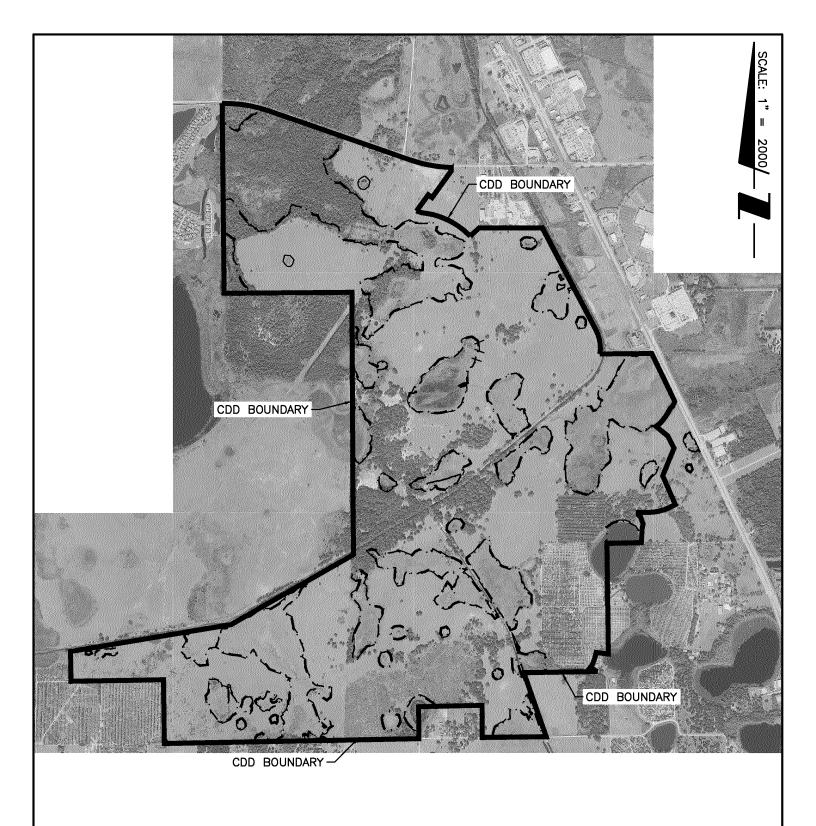
It is further our opinion that:

- the estimated cost to the CDD improvements as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the CDD improvements are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes or are authorized by Chapter 190, Florida Statutes;
- the CDD improvements are feasible to construct, there are no technical reasons existing at this
  time that would prevent the implementation of the CDD improvements, and it is reasonable to
  assume that all necessary regulatory approvals will be obtained in due course; and

Also, the CDD improvements will constitute a system of improvements that will provide benefits, both general, and special and peculiar, to all lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CDD improvements; however, these are incidental to the District's CDD improvements, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enables properties within its boundaries to be developed.

The CDD Improvements will be owned by the District or other governmental units and such CDD improvements are intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CDD improvements are or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The CDD improvements, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the CDD improvements or the fair market value.

# EXHIBIT A AERIAL LOCATION MAP



PROJECT: PEACE CROSSING CDD LIMITS

CLIENT: LAKE WALES PROPERTY HOLDINGS, LLC



Stantec

6900 Professional Parkway East, Sarasota, FL 34240-8414

Phone 941-907-6900 • Fax 941-907-6910

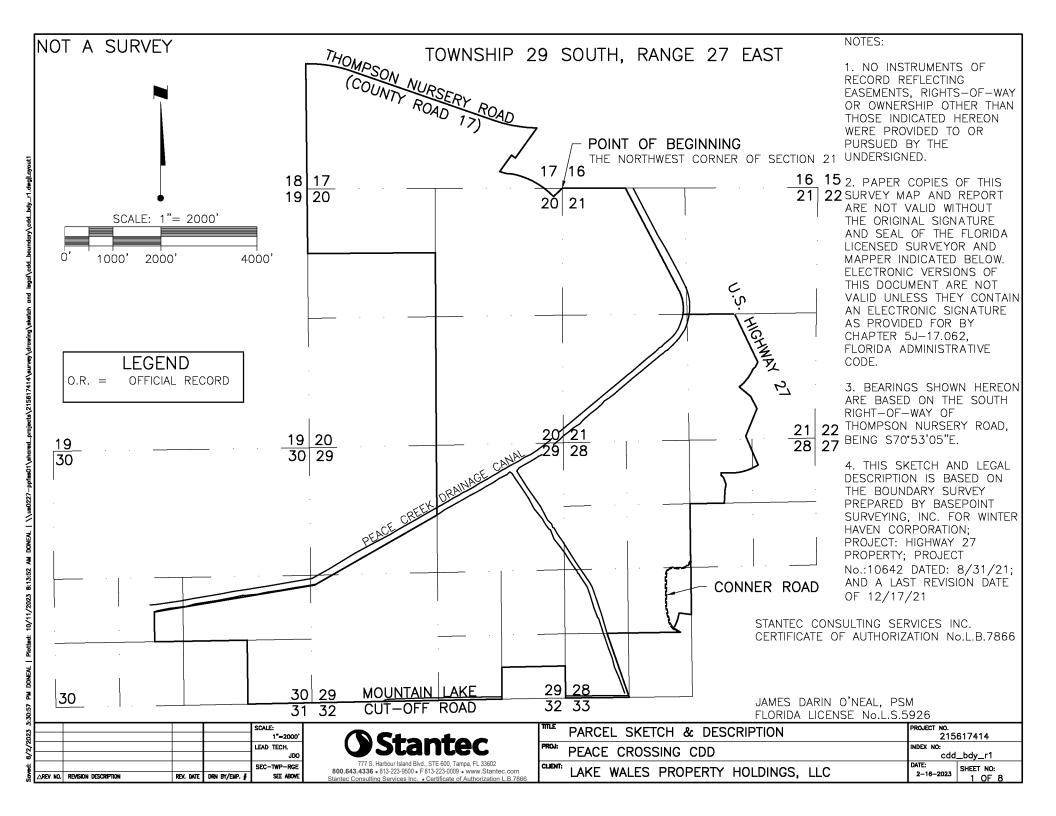
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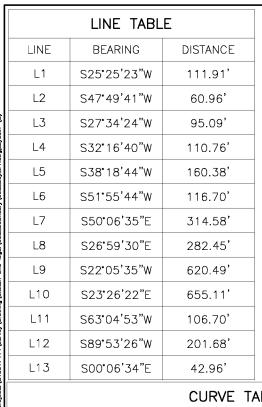
The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

# GENERAL LOCATION MAP

SCALE: 1" = 2000'	DATE: 01/2023
SEC: 17.18.20.TWP: RGE:	REV NO:
21,28,29 29S 27E	
PROJECT NO.	INDEX NO:
215617414	215617414-02C-808EXH
DRWN BY/EMP NO.	SHEET NO:
BLB/117073	2 OF 2

# EXHIBIT B SKETCH AND LEGAL DESCRIPTION





CURVE TABLE						
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	36'06'51"	820.00'	516.85	508.34	267.34	S09*36'28"E
C2	26°48'33"	1060.00'	495.98'	491.47	252.62'	S76°29'10"W
C8	3°04'46"	840.00'	45.15'	45.14'	22.58'	S44*17'18"E

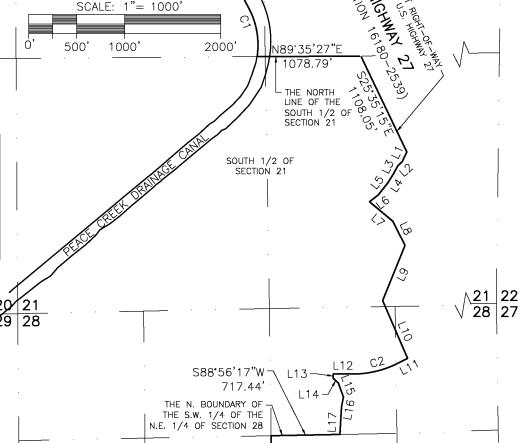
LINE TABLE				
LINE	BEARING	DISTANCE		
L14	S46°20'16"E	73.20'		
L15	S20°13'28"E	154.70'		
L16	S11°22'28"W	104.80'		
L17	S03'07'36"W	287.04'		
L32	N47°15'05"E	251.49'		

					SCALE:
					1"=1000"
ŀ					LEAD TECH.
ŀ					JDO
					SEC-TWP-RGE
ı	△REV NO.	REVISION DESCRIPTION	REV. DATE	DRN BY/FMP. #	SEE SHEET 1

**Stantec**272 Natural lots of the CO Town 51 226

777	S. Harbour Island Blvd., STE 600, Tampa, FL 33602	
800.643.433	6 • 813-223-9500 • F 813-223-0009 • www.Stantec.com	
Stantec Consu	Iting Services Inc Certificate of Authorization I. R 7866	

TITLE	PARCEL SKETCH & DESCRIPTION	PROJECT NO. 215617414	
PROJ:	PEACE CROSSING CDD	INDEX NO: cdd_bdy_r1	
CLIENT:	LAKE WALES PROPERTY HOLDINGS, LLC	DATE: SHEET NO:	



NOT A SURVEY

<u> 16</u> 15

POINT OF BEGINNING

N89°48'26"E

1316.51

THE NORTH-

BOUNDARY

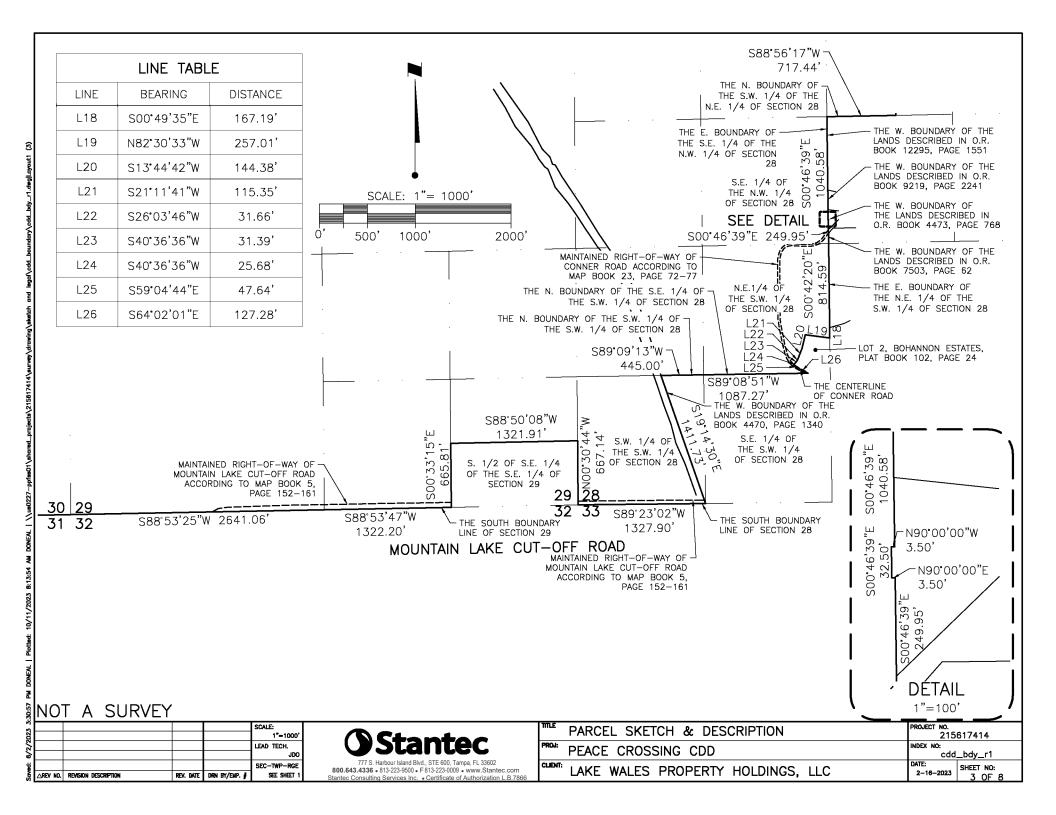
LINE OF SECTION 21

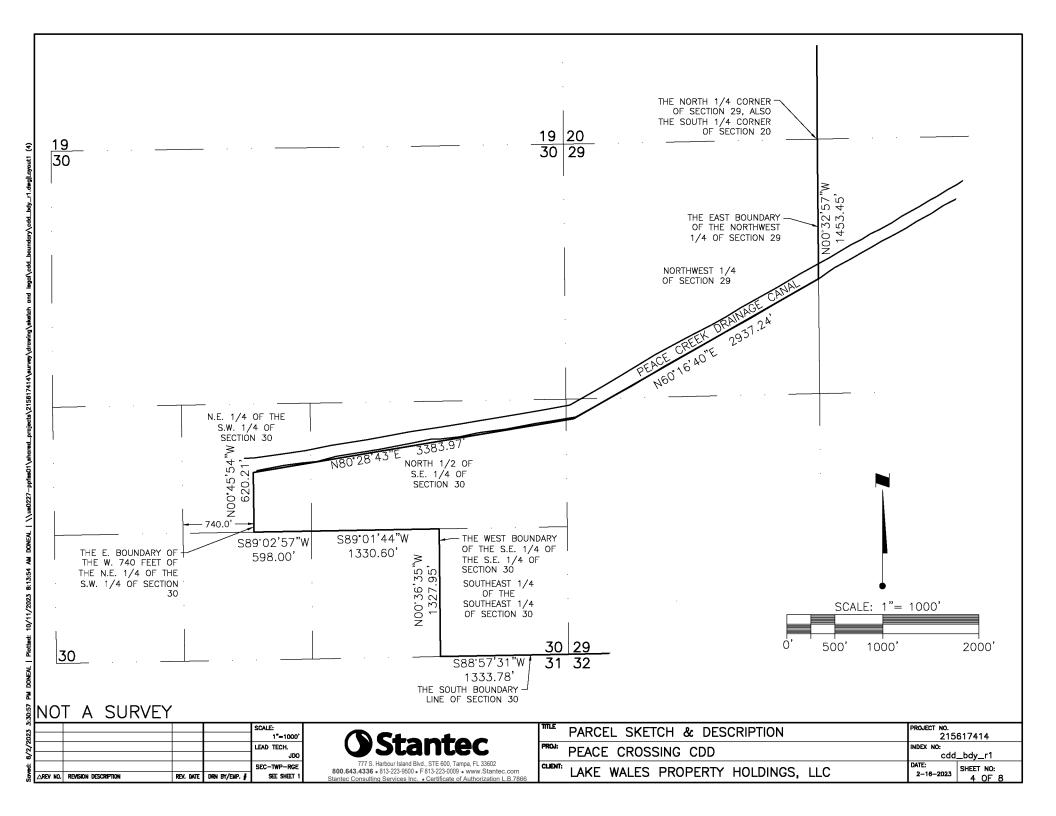
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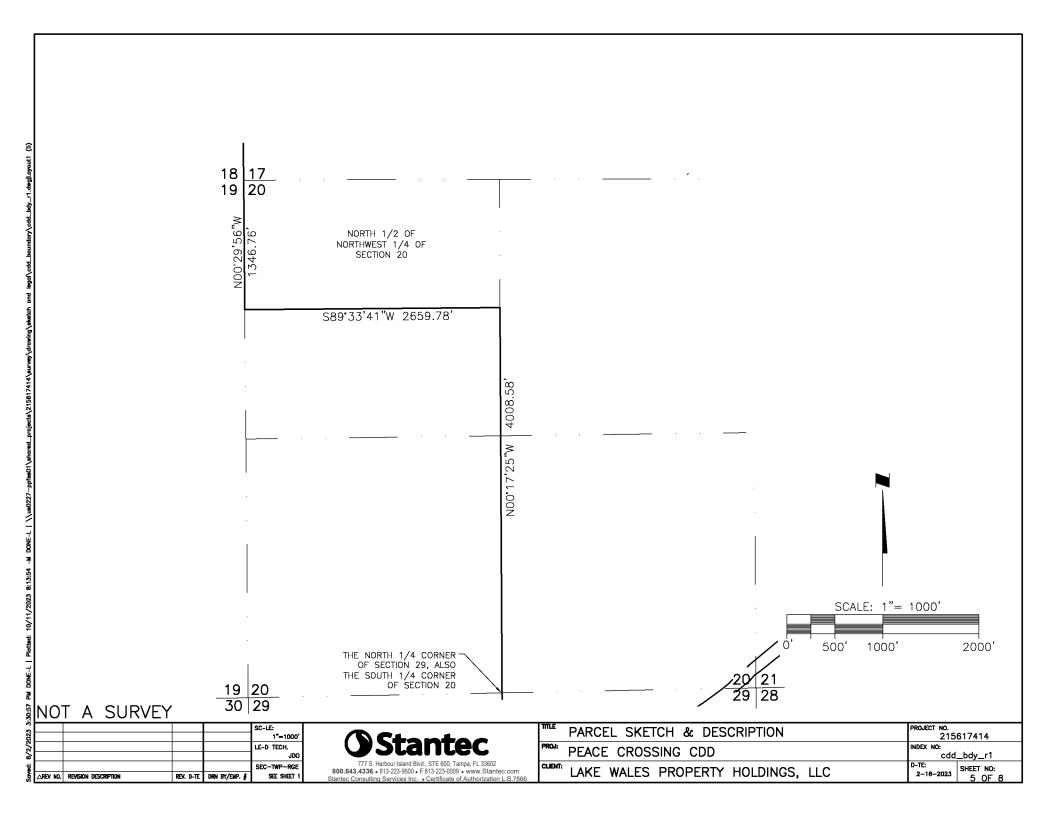
21

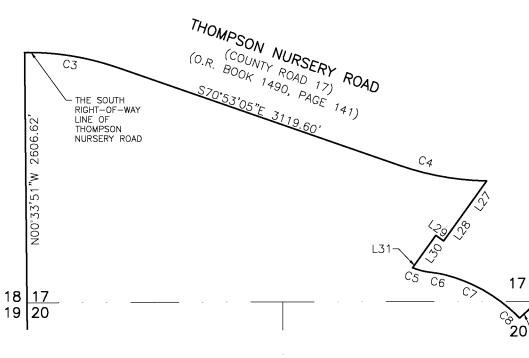
-L32

 $\frac{1}{16}$  The northwest corner of section 21







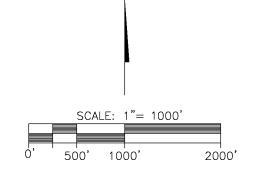


LINE TABLE					
LINE	BEARING	DISTANCE			
L27	S35°39'44"W	426.26'			
L28	S35°36'38"W	342.19'			
L29	N54°24'59"W	100.00'			
L30	S35°36'38"W	352.92'			
L31	S35°25'54"W	63.16'			
L32	N47*15'05"E	251.49'			

POINT OF BEGINNING
17 16 THE NORTHWEST CORNER OF SECTION 21

N89 48'26"E
1316.51'
21 THE NORTH
BOUNDARY
LINE OF
SECTION 21

CURVE TABLE						
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
С3	19*53'40"	2824.66	980.79	975.87	495.38'	S80*49'55"E
C4	18*10'03"	2904.66	921.03'	917.17	464.41	S79*58'07"E
C5	17*02'58"	720.00'	214.25'	213.46'	107.92	S76°15'41"E
C6	9*14'48"	840.00'	135.56'	135.41'	67.93'	S80'09'46"E
C7	29*42'41"	1660.00'	860.82	851.20'	440.32	S60°41'02"E
C8	3*04'46"	840.00'	45.15'	45.14'	22.58'	S44*17'18"E



### NOT A SURVEY

	△REV NO.	REVISION DESCRIPTION	REV. D-TE	DRN BY/EMP. #	SEE SHEET 1
					SEC-TWP-RGE
					JDO
ŀ					LE-D TECH.
l					1"=1000"
1					SC-LE:

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TITLE	PARCEL SKETCH & DESCRIPTION	PROJECT NO. 215617414
PROJ:	PEACE CROSSING CDD	INDEX NO: cdd_bdy_r1
CLIENT	LAKE WALES PROPERTY HOLDINGS, LLC	D-TE: 2-16-2023 SHEET NO: 6 OF 8

LEGAL DESCRIPTION: NOT A SURVEY

A PARCEL OF LAND LYING WITHIN SECTIONS 17, 20, 21, 28, 29 AND 30, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 21, N89'48'26"E, 1,316.51 FEET; THENCE S27'39'54"E, 2,399.27 FEET TO A POINT A CURVATURE; THENCE 516.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36.06.51", HAVING A RADIUS OF 820.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S09'36'28"E, 508.34 FEET TO THE NORTH BOUNDARY LINE OF THE SOUTH 1/2 OF SAID SECTION 21: THENCE ALONG SAID NORTH LINE. N89°35'27"E, 1.078.79 FEET TO THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY 27, ACCORDING TO MAP SECTION 16180-2539: THENCE ALONG SAID WEST RIGHT-OF-WAY, \$25'35'15"E, 1108.05 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY, \$25'25'23"W, 111.91 FEET; THENCE \$47'49'41"W, 60.96 FEET; THENCE S27'34'24"W, 95.09 FEET; THENCE S32'16'40"W, 110.76 FEET; THENCE S38'18'44"W, 160.38 FEET; THENCE S51'55'44"W, 116.70 FEET; THENCE S50°06'35"E, 314.58 FEET; THENCE S26'59'30"E, 282.45 FEET; THENCE S22'05'35"W, 620.49 FEET; THENCE S23'26'22"E, 655.11 FEET; S63'04'53"W, 106.70 FEET TO A POINT OF CURVATURE; THENCE 495.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 26'48'33", SAID CURVE HAVING A RADIUS OF 1060.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S76'29'10"W, 491.47 FEET TO A POINT OF TANGENCY; THENCE S89°53'26"W, 201.68 FEET; THENCE S00°06'34"E, 42.96 FEET; THENCE S46°20'16"E, 73.20 FEET; THENCE S20°13'28"E, 154.70 FEET; THENCE S11°22'28"W, 104.80 FEET; THENCE S03°07'36"W, 287.04 FEET TO THE TO THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE S88'56'17"W, 717.44 FEET ALONG SAID NORTH BOUNDARY TO THE EAST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28, AND THE WEST BOUNDARY OF THE LAND DESCRIBED IN OFFICIAL RECORD BOOK 12295, PAGE 1551 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA: THENCE ALONG THE WEST BOUNDARIES OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOKS 12295, PAGE 1551, BOOK 9219, PAGE 2241, BOOK 4473, PAGE 768, AND BOOK 7503, PAGE 62, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BY THE FOLLOWING (5) FIVE COURSES: (1) S00°46'39"E, 1,040.58 FEET, (2) N90°00'00"W, 3.50 FEET, (3) S00°46'39"E, 32.50 FEET, (4) N90°00'00"E, 3.50 FEET, (5) SOO'46'39"E, 249.95 FEET TO THE CENTER OF SAID SECTION 28; THENCE ALONG THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28. S00'42'20"E. 814.59 FEET: THENCE CONTINUE ALONG SAID BOUNDARY S00'49'35"E. 167.19 FEET TO THE NORTHEAST CORNER OF LOT 2. BOHANNON ESTATES, ACCORDING THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 102, PAGE 24 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARIES OF SAID LOT 2 BY THE FOLLOWING FIVE (5) COURSES: (1) N82'30'33"W, 257.01 FEET, (2) S13'44'42"W, 144.38 FEET, (3) S21'11'41"W, 115.35 FEET, (4) S26'03'46"W, 31.66 FEET, (5) S40'36'36"W, 31.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2: THENCE CONTINUE \$40°36'36"W, 25.68 FEET TO THE CENTERLINE OF CONNER ROAD AS DEPICTED BY SAID PLAT; THENCE ALONG SAID CENTERLINE BY THE FOLLOWING TWO (2) COURSES: (1) S59°04'44"E, 47.64 FEET, (2) S64°02'01"E, 127.28 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 28; THENCE ALONG SAID NORTH BOUNDARY S89'08'51"W, 1,087.27 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 28; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28, S89'09'13"W, 445.00 FEET TO THE WEST BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4470, PAGE 1340 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WEST BOUNDARY S19'14'30"E, 1,411.73 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SAID SECTION 28; THENCE ALONG SAID SOUTH BOUNDARY, S89°23'02"W, 1,327.90 TO THE SOUTHEAST CORNER OF SECTION 29; THENCE ALONG THE EAST, NORTH AND WEST BOUNDARY LINES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29 BY THE FOLLOWING THREE (3) COURSES: (1) NO0'30'44"W, 667.14 FEET, (2) S88'50'08"W, 1.321.91 FEET, (3) S00°33'15"E, 665.81 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY LINE OF THE SOUTHEAST 1/4 OF AFOREMENTIONED SECTION 29: THENCE ALONG SAID SOUTH BOUNDARY LINE S88'53'47"W, 1,322.20 FEET TO THE SOUTH 1/4 CORNER OF SECTION 29: THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, S88'53'25"W, 2,641.06 FEET TO THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 30, S88'57'31"W, 1,333.78 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30;

ğΙ	△REV NO.	REVISION DESCRIPTION	REV. DATE	DRN BY/EMP. #	SEE SHEET 1
ÿ					SEC-TWP-RGE
6					JDO
š					LEAD TECH.
31					N/A
7					SCALE:
31					



1111	PARCEL SKETCH & DESCRIPTION	215617414
PROJ:	PEACE CROSSING CDD	INDEX NO: cdd_bdy_r1
CLIENT	LAKE WALES PROPERTY HOLDINGS, LLC	DATE: SHEET NO: 7 OF 8

#### LEGAL DESCRIPTION:

THENCE ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, NOO'36'35"W, 1,327.95 FEET TO THE NORTHWEST CORNER THEREOF: THENCE ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 SAID SECTION 30, S89°01'44"W, 1,330.60 FEET TO THE SOUTHWEST CORNER THEREOF: THENCE ALONG THE SOUTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, S89°02'57"W, 598.00 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE WEST 740 FEET OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE ALONG SAID EAST BOUNDARY LINE, NOO°45'54"W, 620.21 FEET; THENCE N80°28'43"E, 3,383.97 FEET; THENCE N60°16'40"E, 2.937.24 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF AFOREMENTIONED SECTION 29: THENCE ALONG SAID EAST BOUNDARY, NOO.32'57"W, 1,453.45 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 29, ALSO BEING THE SOUTH 1/4 CORNER OF SECTION 20, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 20, NO017'25"W, 4,008.58 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG THE SOUTH BOUNDARY LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 20, S89'33'41"W, 2,659.78 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE WEST BOUNDARY LINE OF SAID NORTH 1/2 OF THE NORTHWEST 1/4. NO0'29'56"W. 1.346.76 FEET TO THE NORTHWEST CORNER OF SAID SECTION 20. ALSO BEING THE SOUTHWEST CORNER OF SECTION 17. TOWNSHIP 29 SOUTH, RANGE 27 EAST: THENCE ALONG THE WEST BOUNDARY LINE OF SAID SECTION 17. NO0'33'51"W. 2.606.62 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY OF THOMPSON NURSERY ROAD (COUNTY ROAD 17). ACCORDING TO OFFICIAL RECORD BOOK 1490, PAGE 141, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE ARC OF A CURVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY BY THE FOLLOWING THREE (3) COURSES: (1) 980.79 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19'53'40", HAVING A RADIUS OF 2,824.66 FEET AND BEING SUBTENDED BY A CHORD BEARING S80'49'55"E, 975.87 FEET, (2) S70'53'05"E, 3,119.60 FEET TO A POINT OF CURVATURE, (3) 921.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18'10'03", HAVING A RADIUS OF 2,904.66 FEET AND BEING SUBTENDED BY A CHORD BEARING S79.58'07"E, 917.17 FEET; THENCE S35'39'44"W, 426.26 FEET; THENCE S35'36'38"W, 342.19 FEET; THENCE N54'24'59"W, 100.00 FEET; THENCE S35'36'38"W, 352.92 FEET; THENCE S35'25'54"W, 63.16 FEET TO A POINT ON THE ARC OF A CURVE; THENCE 214.25 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17'02'58", HAVING A RADIUS OF 720.00 FEET AND BEING SUBTENDED BY A CHORD BEARING \$76"15"41"E. 213.46 FEET TO A POINT OF REVERSE CURVATURE: THENCE 135.56 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09'14'48". HAVING A RADIUS OF 840.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S80'09'46"E, 135.41 FEET TO A POINT OF COMPOUND CURVATURE: THENCE 860.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29'42'41". HAVING A RADIUS OF 1,660.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S60'41'02"E, 851.20 FEET TO A POINT OF COMPOUND CURVATURE: THENCE 45.15 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03'04'46", HAVING A RADIUS OF 840.00 FEET AND BEING SUBTENDED BY A CHORD BEARING \$44\*17'18"E, 45.14 FEET; THENCE N47\*15'05"E, 251.49 FEET TO THE POINT OF BEGINNING. SUBJECT TO MAINTAINED RIGHTS-OF-WAY FOR CONNER ROAD AND MOUNTAIN LAKE CUT-OFF ROAD.

CONTAINING 1,863.752 ACRES (81,185,027 SQUARE FEET), MORE OR LESS.

#### INOT A SURVEY

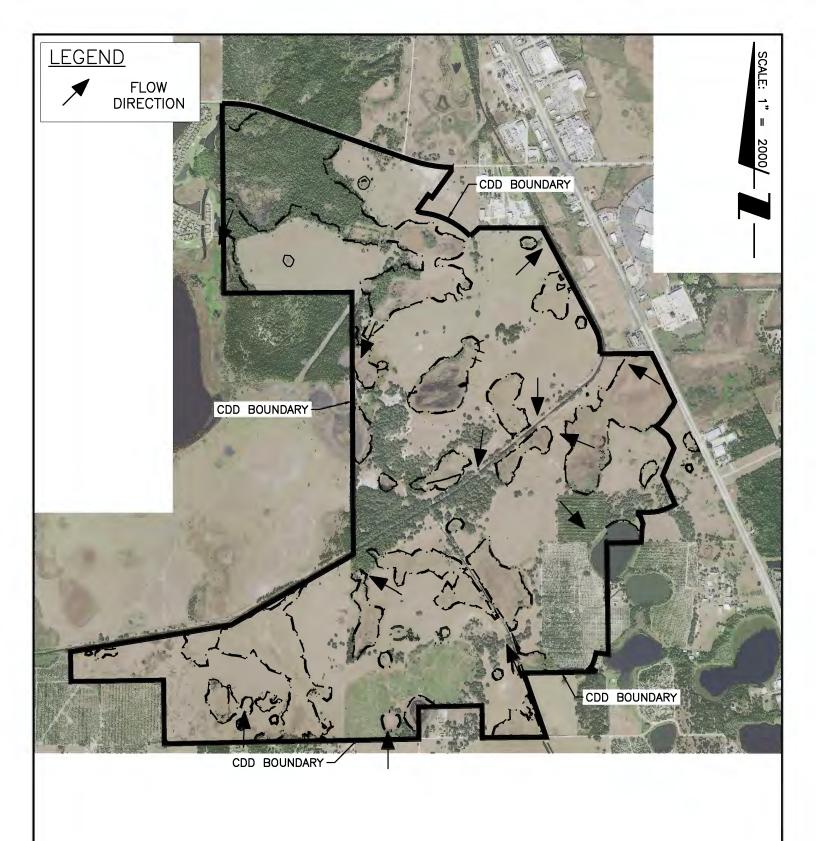
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TITLE	PARCEL SKETCH & DESCRIPTION	PROJECT NO. 215617414
PROJ:	PEACE CROSSING CDD	INDEX NO: cdd_bdy_r1
CLIENT	LAKE WALES PROPERTY HOLDINGS, LLC	DATE: SHEET NO: 8 OF 8

PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT OCTOBER 2023

## **EXHIBIT C DRAINAGE MAP**



PROJECT: PEACE CROSSING CDD

CLIENT: LAKE WALES PROPERTY HOLDINGS, LLC



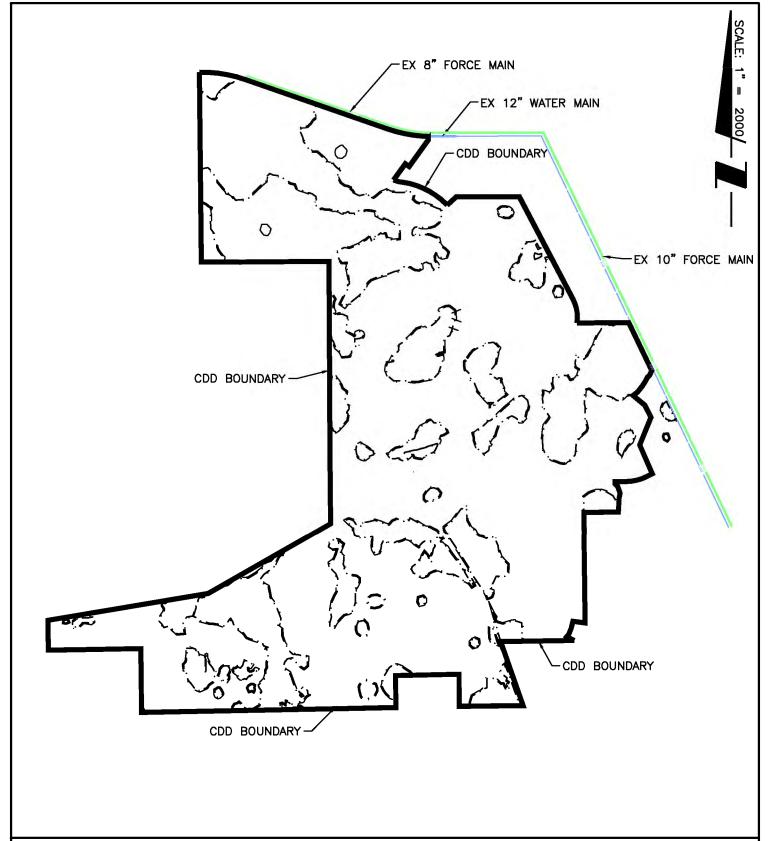
# **Stantec**

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#### GENERAL DRAINAGE MAP

SCALE: 1" = 2000'	DATE: 01/2023
SEC: 17,18,20,TWP: RGE: 21,28,29 29S 27E	REV NO:
PROJECT NO.	INDEX NO:
215617414	215617414-02C-808EXH
DRWN BY/EMP NO.	SHEET NO:
BLB/117073	2 OF 2

# **EXHIBIT D EXISTING UTILITIES MAP**



PROJECT: PEACE CROSSING CDD EXISTING UTILITIES

LAKE WALES PROPERTY HOLDINGS, LLC CLIENT:

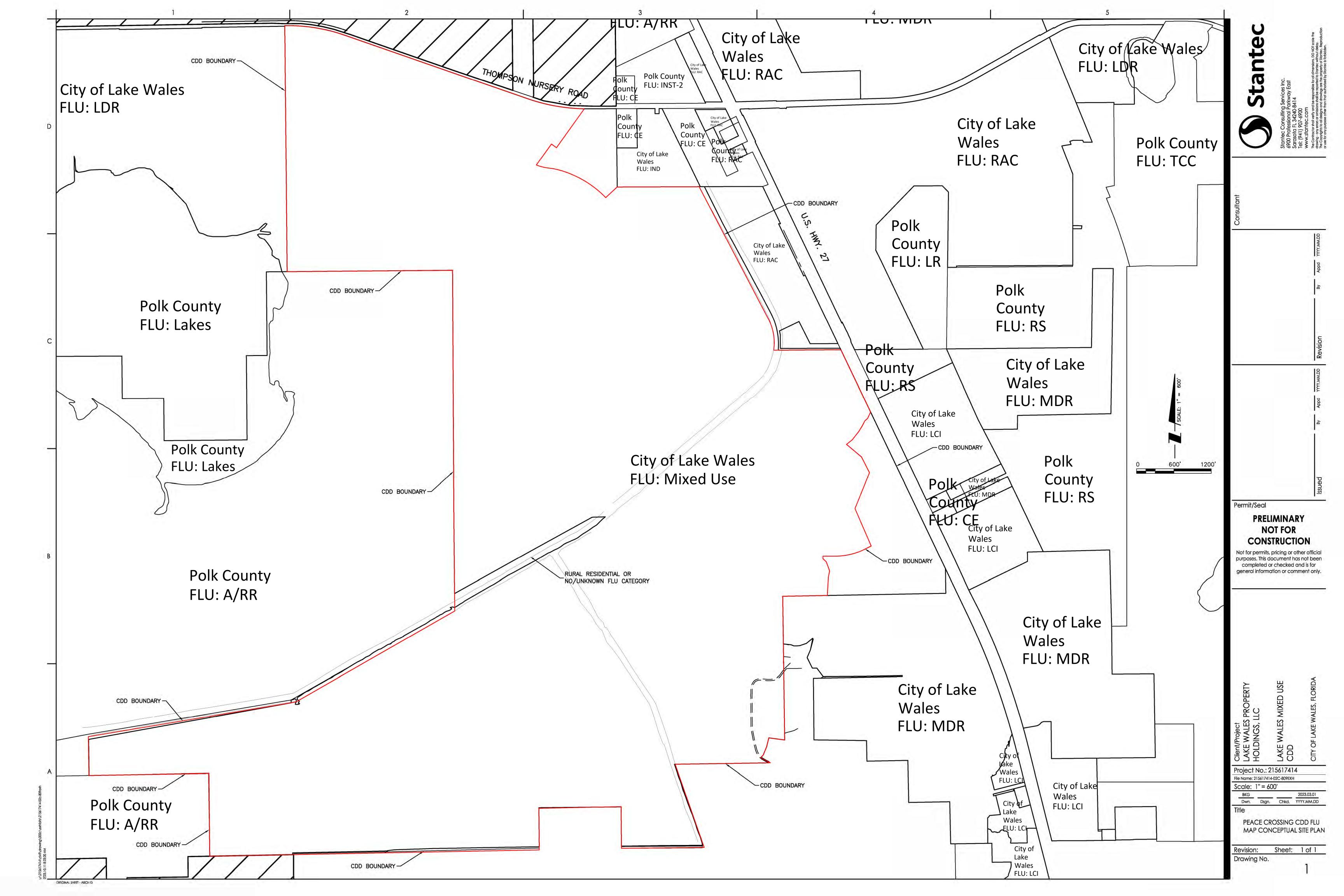


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EXISTING UTILITIES MAP						
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SEC: 17,18,20,TWP: RGE: 21,28,29 29S 27E	REV NO:					
PROJECT NO.	INDEX NO:					
215617414	215617414-02C-808EXH					
DRWN BY/EMP NO.	SHEET NO:					
BLB/117073	2 OF 2					

# EXHIBIT E FUTURE LAND USE MAP



# PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

Supplemental Engineer's Report for Series 2024 Project Amended and Restated



Prepared for: Peace Crossing CDD 2300 Glades Road, Suite 410W Boca Raton, FL 33481

Prepared by: Stantec Consulting Services Inc. 6920 Professional Parkway Sarasota, Florida 34235

#### PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

# **Table of Contents**

SECTION A **INTRODUCTION** SECTION B **EXISTING CONDITIONS** SECTION C **INFRASTRUCTURE PLANS** 

SECTION D MAINTENANCE RESPONSIBILITIES

SECTION E SUMARY AND CONCLUSION

**EXHIBIT A AERIAL LOCATION MAP** 

EXHIBIT B **SKETCH AND LEGAL DESCRIPTION** 

#### SECTION A INTRODUCTION

#### 1. General

The Peace Crossing Community Development District (the CDD or the "District") is a special-purpose unit of local government established by Ordinance No. 2023-29 of the City of Lake Wales, Florida ("Ordinance").

The CDD was created to construct and maintain public works and utilities including water, sewer, drainage, irrigation, water management, parks, recreational facilities, roadways and other infrastructure.

#### 2. Purpose and Scope

The purpose of this Supplemental Engineer's Report is to provide a description of the Series 2024 Project . These improvements will thereafter be owned, operated and/or maintained by either the District or another legally empowered governmental entity.

#### Lands in the CCD

An Aerial Location Map showing the location of the land included within the CDD boundaries (the "Property") is included as **Exhibit A**. The legal description(s) and sketch(s) of description of the Property are included as **Exhibit B**. The Property includes approximately 1,863.752 acres, of which approximately 1,432 acres are within the lands initially assessed to secure the Series 2024 Bonds.

#### SECTION B EXISTING CONDITIONS

#### Topography

The Property ranges from approximately 116 feet elevation to 132 feet elevation, with the project survey based on NAVD Vertical Datum. The lower elevations occur in the wetlands and along the Peace Creek Drainage Canal. The Property includes undeveloped row crops and rangelands, and wetlands.

#### 2. Soil and Vegetation

Based on the Geotechnical Report prepared by ECS Florida, LLC, the predominant surficial soil types within the Property are identified as sand (SP) and sand with slit (SP-SM) for upland areas. The wetlands in the area have visible ponding in select areas which indicate a clay or silt layer with a perched water table. The site is predominantly open pastures, however there are select areas with existing trees.

#### 3. Land Use and Zoning

The District is located within City of Lake Wales, Polk County, Florida. The Property is undeveloped at this time. The future land use designations of the Property are Mixed Use and Rural Residential. The Property is Zoned Planned Development Mixed-Use ("PDMU") and is subject to a Master Development Plan (MDP).



The PDMU Zoning category was approved by the City of Lake Wales (the "City") on August 17, 2021, as further modified on December 20, 2022.

#### SECTION C INFRASTRUCTURE PLANS

1. Public Infrastructure Improvements

The CDD will finance design and construction required to provide public infrastructure for the Property and its ultimate property owners. The improvements for the project will be consistent with the City of Lake Wales Comprehensive Plan and Land Use Regulations Code and may include the following (collectively, the "Series 2024 Project" or the "Project"):

#### Public Roadways, including thoroughfares, arterial, collector, or local streets

The Series 2024 Project includes a north/south road through the Property as well as improvements at the intersection of Thompson Nursery Road and entry road to the Project (including the signalization of that intersection). The intersection improvements will be subject to a development agreement with the County/City and potential reimbursement. The roadway improvements are necessary for interconnectivity of various developments that will occur within the Property. Roadways will consist of either 4-lane or 2-lane divided and undivided cross sections. Main roads may include roundabouts. Roadways include subgrade, base, asphalt, curbs, gutters, inlets, culverts, striping and signage.

#### **Stormwater Improvements**

The stormwater collection and outfall systems are a combination of roadway curbs (although curb costs are included in public roadways), curb inlets, pipes, control structures and interconnected open lakes designed to treat and attenuate stormwater runoff from the Property. The stormwater system within the Property discharges to the Peace Creek Drainage Canal through a series of interconnected wetlands. The stormwater system will be designed consistent with the criteria established by the Southwest Florida Water Management District ("SWFWMD"), Polk County, and City of Lake Wales for stormwater/floodplain management systems.

The proposed interconnected stormwater lakes/ponds will be owned and maintained by the CDD. The lakes are necessary for many reasons which include but are not limited to:

- 1. Providing a stormwater management function; and
- 2. Providing a source of fill for CDD funded improvements

#### **Water and Sewer Facilities**

The District intents to construct water and wastewater facilities to serve the Project. Connections to existing utilities are located along Thompson Nursery Road and along US Highway 27. The system will be constructed by the CDD and turned over to the City of Lake Wales Utility Department. Water and sewer facilities in this report are limited to the extents of the project limits described above. No water or sewer laterals will be extended to private lots or property.



#### **Master Irrigation facilities**

The initial master irrigation source for the Project will be from surface waters from the proposed ponds as well as from groundwater. In addition to these two sources, future City of Lake Wales reclaimed water is anticipated for the development. As such, a future reclaim main is proposed along the entirely of the main public roadways within the Project. The future reclaim main is included in the cost estimate of this Engineer's Report.

#### Public Roadway Landscape, Lighting, Signage, and Furnishings

The District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. Landscaping will consist of sod, shrubs, ground cover, trees and plants. The irrigation system will consist of spray and rotating heads providing irrigation coverage to the landscaped areas. Moreover, furnishings/hardscaping will consist of benches, trashcans, accent pavement, etc.

Street lights are proposed for the project. The intent is that Duke Energy will own the street lights and the CDD will lease them.

#### **Entry features**

The Project may include entry features that will serve as aesthetic architectural features. These structures or landscaped areas may include signage, lighting, and hardscaping to accent key features of the District to enhance the overall public areas of the community.

#### Trails, Parks, Recreation, and Security

The CDD may construct a trail system that connects localized parks or "pocket parks" throughout the community. These improvements will be funded, owned, and maintained by the District, or alternatively may be funded by the developer or future property owners and turned over to the District for ownership, operation, and maintenance. Alternatively, the District may retain ownership but contract, through an agreement that complies with the applicable IRS management contract safe harbor, with a homeowners association for operation and maintenance.

The CDD may also construct guardhouses or gates or other security related improvements. Any gates would only be soft gates allowing all members of the public to enter at all times.

#### Other improvements, infrastructure or facilities authorized by Chapter 190, Florida Statutes

It is noted that the list above is not an exhaustive list. Other improvements, infrastructure, or facilities authorized by Chapter 190, Florida Statutes, may be subject to CDD financing.

#### 2. Permitting

A portion of the required permits for development of the Property have already been applied for while other required permits will be applied for at a later date. It is our opinion that there are no technical reasons existing at this time which would prohibit the permitting and construction of the planned infrastructure, subject to continued compliance with agency criteria and conditions of the already approved plans and permits.

Permits necessary to complete the Project are, in our opinion, obtainable from the permitting agencies, subject to reasonable, normal and customary permit conditions. The following is a non-exhaustive list of applicable permits and their status:

City of Lake Wales Construction Permit: Pending

Polk County Type II ROW Use Permit: Pending

FDEP Potable Water Permit: Pending

FDEP Wastewater Permit: Pending

FEMA Conditional Letter of Map Amendment (CLOMR): Pending

Southwest Florida Water Management District Statewide Environmental Resource Permit: Pending

Florida Department of Environmental Protection 404 Permit/U.S. Army Corps of Engineers: Pending

#### 4. Estimated Costs of Master Improvements

Table 1 lists the components of the planned improvements proposed to be constructed by the District for the Series 2024 Infrastructure, together with their proposed costs of design and construction. The table also includes an estimate of administrative, engineering, and other fees and contingencies associated with the improvements.

TABLE 1: MASTER INFRAST	TRUCTURE							
PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT								
DESCRIPTIONS								
ROADWAYS, DRAINAGE AND EARTHWORK (2,3,4,7)	\$ 18,901,699.00							
STREET/ENTRY LIGHTING (6,7)	\$ 472,500.00							
WATER, WASTEWATER, RECLAIM (7)	\$ 2,641,294.00							
LANDSCAPING/IRRIGATION (2,3,5,6,7)	\$ 957,600.00							
PARKS, RECREATION, SECURITY (7)	\$ 3,326,400.00							
PROFESSIONAL FEES, DESIGN & PERMITTING (7)	\$ 500,000.00							
ENTRANCE FEATURES & SIGNS (5,7)	\$ 2,305,800.00							
CONSULTANTS/CONTINGENCIES/OTHER (7)	\$ 1,505,363.00							



**TOTAL** \$ 30,610,656.00

- Infrastructure consists of public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, water utilities, entry feature, landscaping and signage, wetland mitigation, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.
- 2. Excludes grading of each lot in conjunction with lot development and home construction, which will be provided by home builders.
- 3. Includes stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
- 4. Includes sub-grade, base, asphalt paving, curbing, traffic control, street signage, striping and civil/site engineering.
- 5. Includes entry features, signage, hardscape, landscape, irrigation and buffer fencing.
- 6. District will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Costs shown only include the incremental cost of undergrounding and does not include the cost of the streetlights.
- 7. The costs associated with the infrastructure are a master cost and are effectively shared by the entire project (All phases).
- 8. Estimates are based on 2023 cost.

Please note that estimated individual element totals may vary and are only to establish a Total Estimated Costs of Improvements. The costs estimated herein do not include anticipated carrying cost, interest reserves, or other anticipated CDD expenditures that may be incurred.

#### 4. Predicted Unit Counts and Product Mix

The proposed infrastructure that these improvements are predicted to serve includes 1,225 single family homes with products ranging from 40 to 60 feet in lot width and generally 130 feet deep on average.



# SECTION D MAINTENANCE RESPONSIBILITIES

Maintenance and operational responsibilities of the Series 2024 Project will include the following:

#### **Proposed Facilities and Services**

FACILITY	FUNDED BY	OWNED BY	MAINTAINED BY
Stormwater Management	CDD	CDD	CDD
Potable Water System	CDD	City of Lakes Wales Utilities	City of Lakes Wales Utilities
Reclaimed Water System	CDD	City of Lakes Wales Utilities	City of Lakes Wales Utilities
Sanitary Sewer System	CDD	City of Lakes Wales Utilities Department	City of Lakes Wales Utilities Department
Public Roadway Construction	CDD	City of Lakes Wales	City of Lakes Wales
Offsite Roadway Improvements	CDD	Polk County /FDOT	Polk County /FDOT
Amenities	CDD	CDD	CDD
Common Area, Landscape, Hardscape, Irrigation	CDD	CDD	CDD

# SECTION E SUMMARY AND CONCLUSION

The Improvements as summarized in this report are necessary for the functional development of the Series 2024 Project. The Series 2024 Project is being designed in accordance with current governmental regulatory requirements. The Series 2024 Project will serve its intended function so long as the construction is in substantial compliance with the design. Items of construction for the Series 2024 Project are based upon current development plans. It should be noted that although these Improvements are required for the District, a portion may also serve other adjacent lands.

It is our professional opinion that the infrastructure costs provided herein for the District Improvements for the Series 2024 Project are reasonable to complete the construction of the infrastructure described herein and that these Infrastructure Improvements will benefit and add

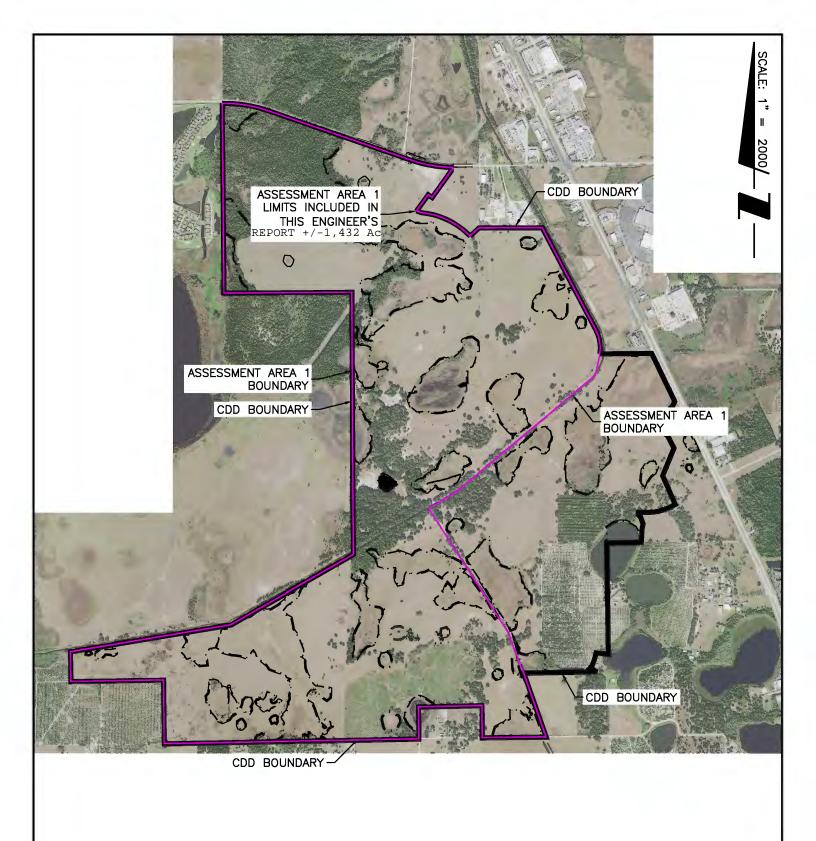


value to the District. These estimated costs are based upon prices currently being experienced for similar items of work in Florida and expected inflation in the future. Actual costs may vary based on final engineering, planning and approvals from regulatory agencies.



# EXHIBIT A AERIAL LOCATION MAP





PROJECT: SERIES 2024

CLIENT: LAKE WALES PROPERTY HOLDINGS, LLC



# Stantec

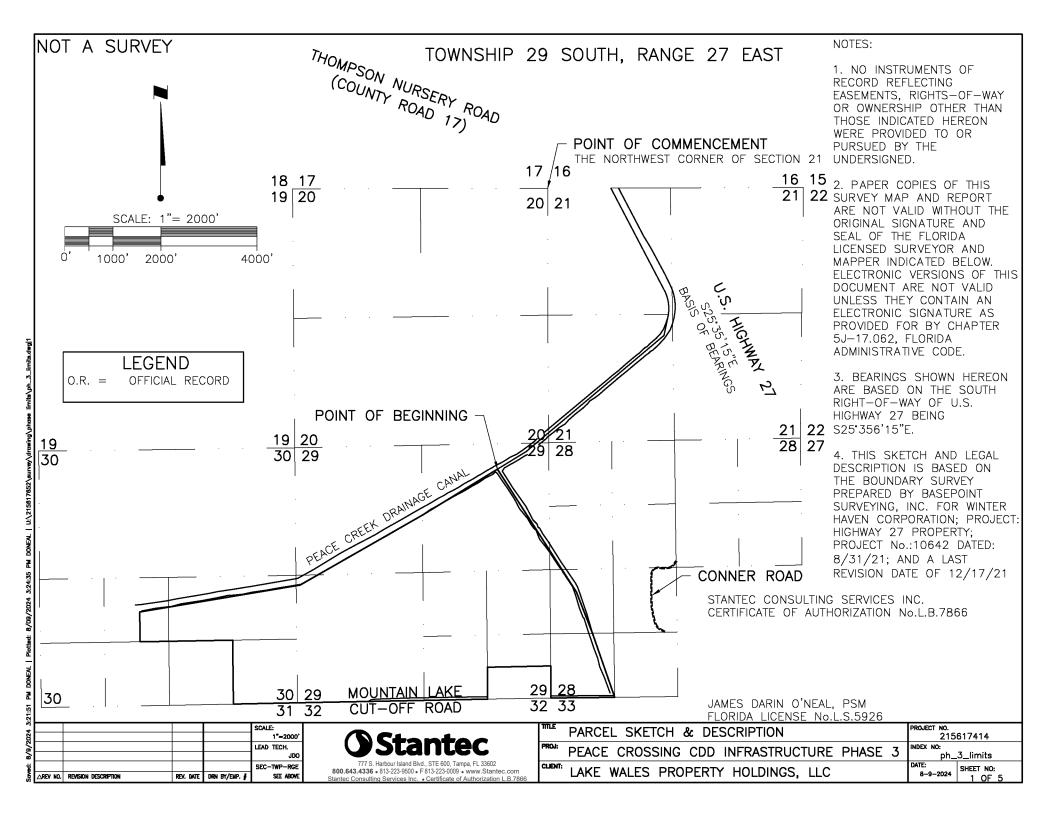
6900 Professional Parkway East, Sarasota, FL 34240-8414 Phone 941-907-6900 • Fax 941-907-6910 Certificate of Authorization #27013 • www.stantec.com The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

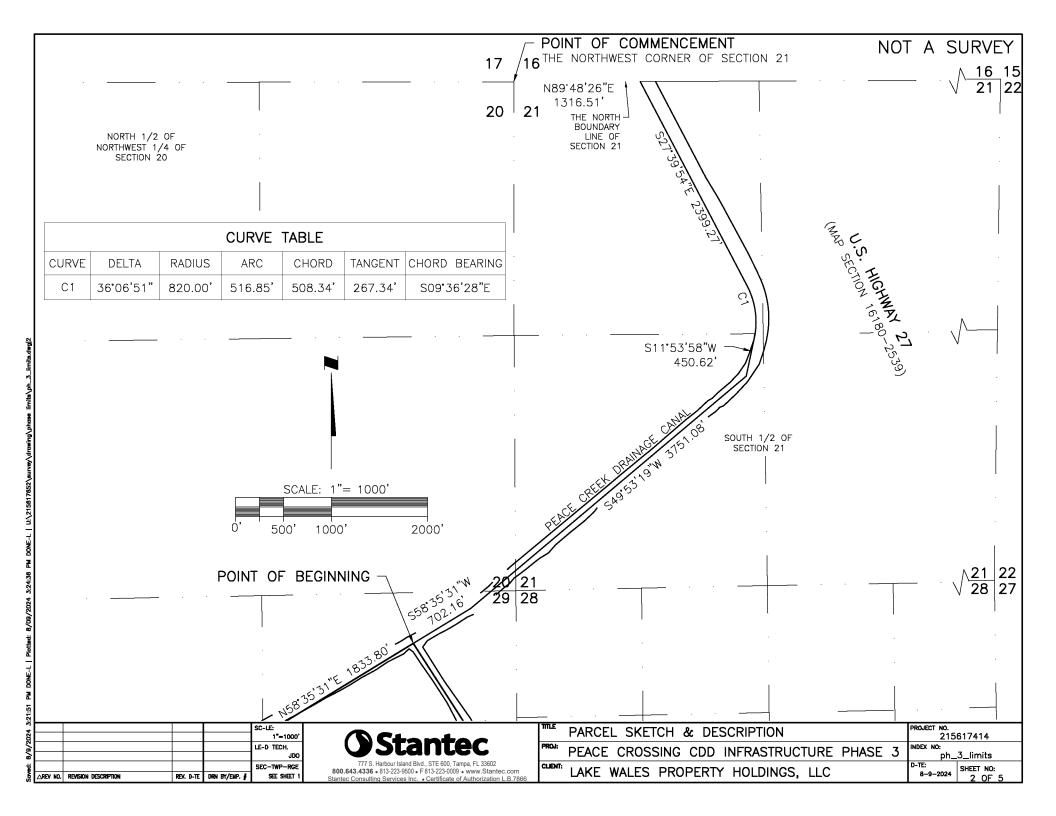
#### GENERAL LOCATION MAP

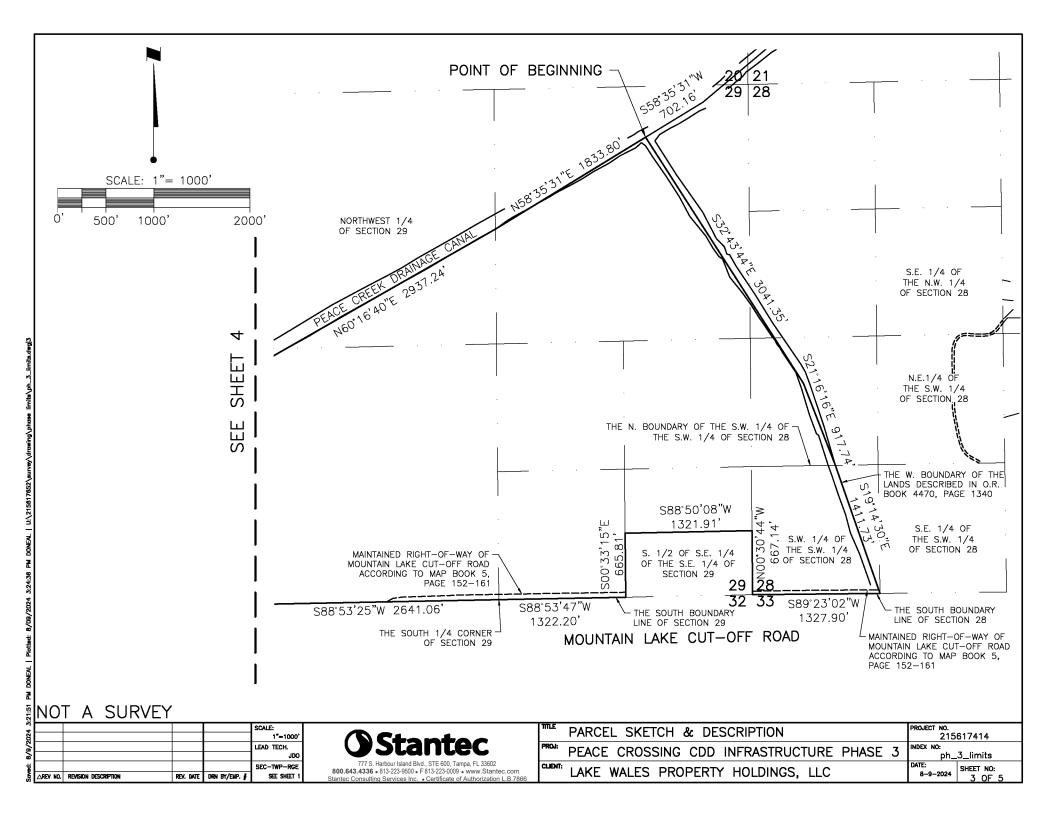
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SEC: 17,18,20,TWP: RGE: 21.28.29 29S 27E	REV NO:
PROJECT NO.	INDEX NO:
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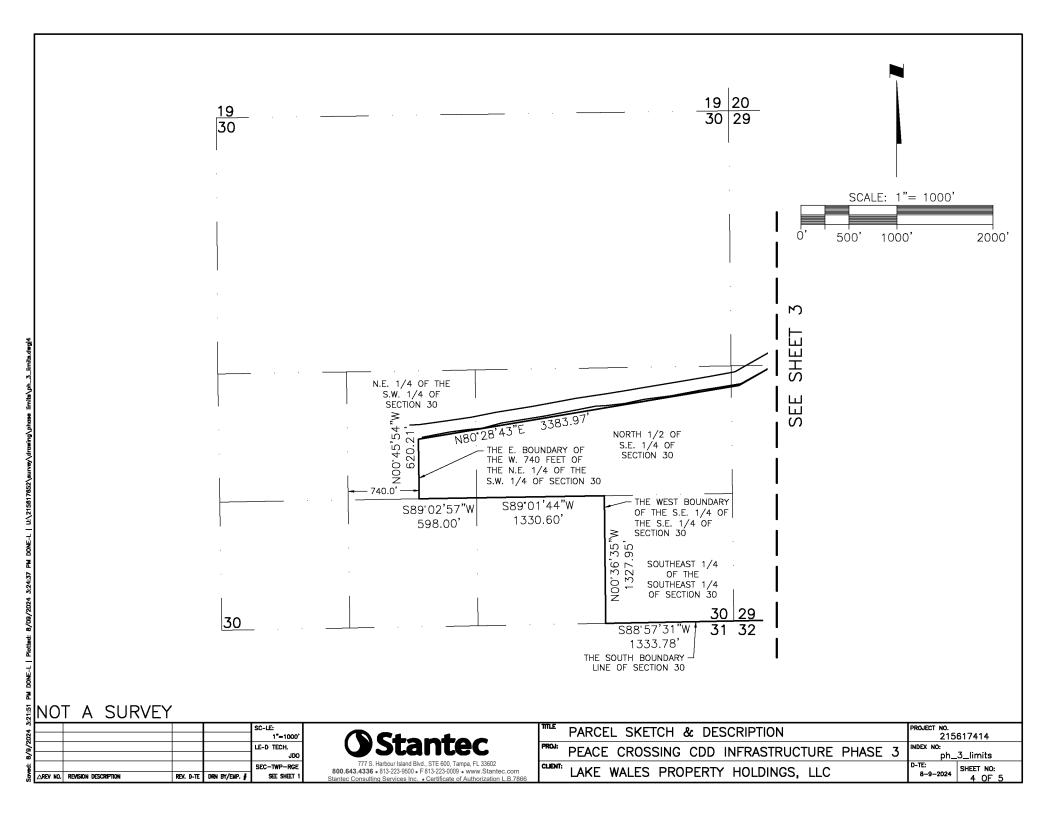
# EXHIBIT B SKETCH AND LEGAL DESCRIPTION











#### LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 28, 29, AND 30, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 21, N89'48'26"E, 1,316.51 FEET; THENCE S27'39'54"E, 2,399.27 FEET TO A POINT OF CURVATURE; THENCE 516.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36'06'51", SAID CURVE HAVING A RADIUS OF 820.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S09'36'28"E, 508.34 FEET: THENCE S11'53'58"W, 450.62 FEET: THENCE S49'53'19"W. 3,751.08 FEET; THENCE S58'35'31"W, 702.16 FEET TO THE POINT OF BEGINNING; THENCE S32'43'44"E, 3041.35 FEET; THENCE S21'16'16"E, 917.74 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE ALONG THE WEST BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4470, PAGE 1340 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, S19'14'30"E. 1,411.73 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SAID SECTION 28: THENCE ALONG SAID SOUTH BOUNDARY, S89'23'02"W, 1.327.90 FEET TO THE SOUTHEAST CORNER OF SECTION 29. TOWNSHIP 29 SOUTH. RANGE 27 EAST; THENCE ALONG THE EAST, NORTH AND WEST BOUNDARY LINES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29 BY THE FOLLOWING THREE (3) COURSES: (1) NO0'30'44"W, 667.14 FEET, (2) S88'50'08"W, 1,321.91 FEET, (3) S00'33'15"E, 665.81 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF AFOREMENTIONED SECTION 29; THENCE ALONG SAID SOUTH BOUNDARY LINE S88'53'47"W, 1,322.20 FEET TO THE SOUTH 1/4 CORNER OF SECTION 29: THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, S88'53'25"W, 2,641.06 FEET TO THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 30, S88'57'31"W, 1,333.78 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, NO0'36'35"W, 1,327.95 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 SAID SECTION 30, S89'01'44"W, 1,330.60 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30. S89'02'57"W, 598.00 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE WEST 740 FEET OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE ALONG SAID EAST BOUNDARY LINE, NO0°45'54"W, 620.21 FEET; THENCE N80°28'43"E, 3,383.97 FEET; THENCE N60°16'40"E, 2.937.24 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF AFOREMENTIONED SECTION 29: THENCE N58'35'31"E, 1,833.80 FEET TO THE POINT OF BEGINNING.

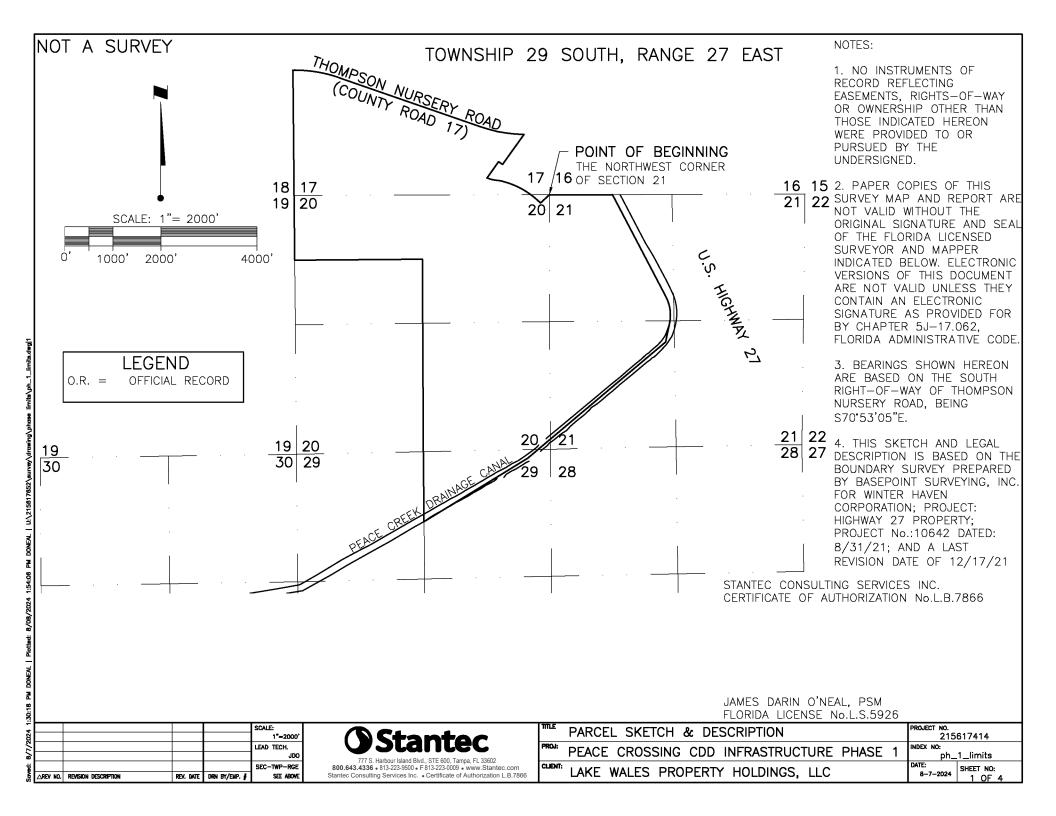
SUBJECT TO THE MAINTAINED RIGHT-OF-WAY FOR MOUNTAIN CUT-OFF ROAD.

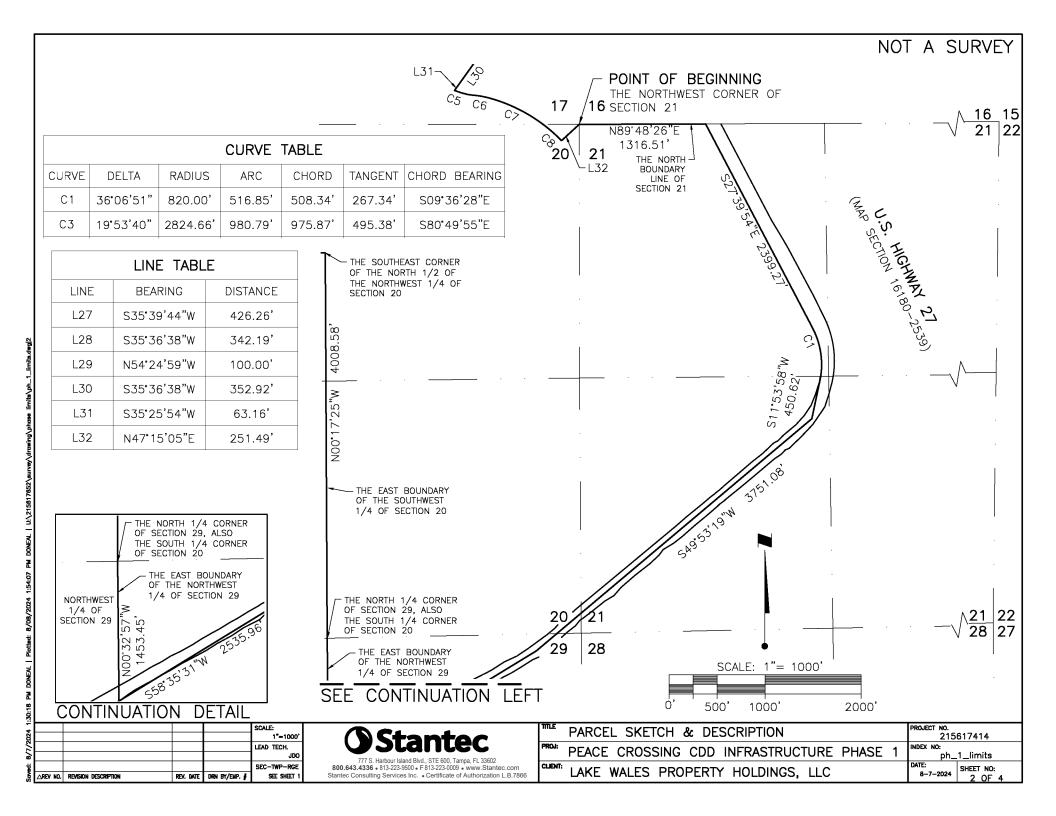
CONTAINING 581.190 ACRES (25,316,637 SQUARE FEET), MORE OR LESS.

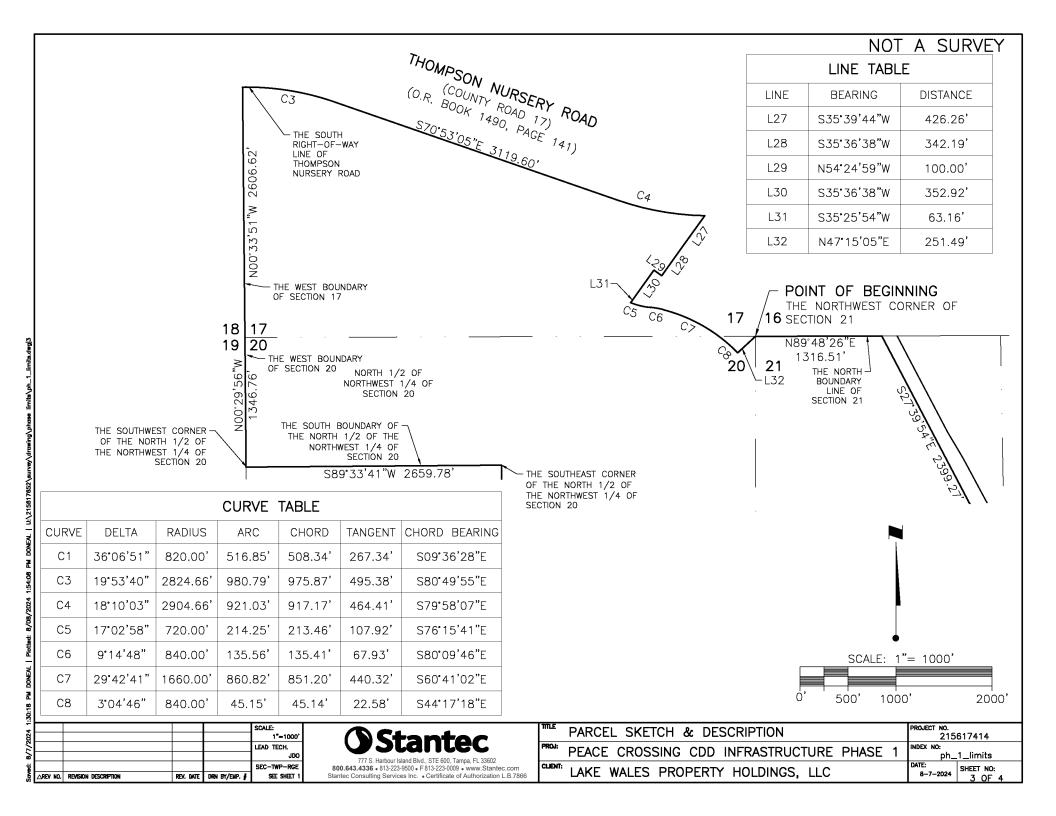
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į	△REV NO.	REVISION DESCRIPTION	REV. DATE	DRN BY/EMP. #	SEE SHEET 1



TITLE	PARCEL SKETCH & DESCRIPTION	PROJECT NO. 215617414	
PROJ:	PEACE CROSSING CDD INFRASTRUCTURE PHASE 3	INDEX NO: ph_3_limits	
CLIENT:	LAKE WALES PROPERTY HOLDINGS, LLC	DATE: SHEET NO: 5 OF 5	







#### LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 17, 20, 21, AND 29 TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 21, N89°48'26"E, 1,316.51 FEET; THENCE S27°39'54"E, 2,399.27 FEET TO A POINT OF CURVATURE; THENCE 516.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36'06'51". SAID CURVE HAVING A RADIUS OF 820.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S09'36'28"E, 508.34 FEET; THENCE S11'53'58"W, 450.62 FEET; THENCE S49'53'19"W, 3,751.08 FEET; THENCE S58'35'31"W, 2535.96 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE NOO'32'57"W ALONG SAID EAST BOUNDARY, 1,453.45 FEET TO THE SOUTH 1/4 CORNER OF SECTION 20, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA: THENCE ALONG THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 20. NOO'17'25"W, 4,008.58 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG SAID SOUTH BOUNDARY OF THE NORTH 1/2 OF THE NORTHWEST 1/4, S89'33'41"W, 2,659.78 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 20, NOO'29'56"W, 1,346.76 FEET TO THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 17, NOO'33'51"W, 2,606.62 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY OF THOMPSON NURSERY ROAD AS RECORDED IN OFFICIAL RECORD BOOK 1490, PAGE 141 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT BEING ON THE ARC OF CURVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY BY THE FOLLOWING THREE (3) COURSES: 1) 980.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19'53'40", SAID CURVE HAVING A RADIUS OF 2824.66 FEET AND BEING SUBTENDED BY A CHORD BEARING S80'49'55"E, 975.87 FEET TO A POINT OF TANGENCY, 2) S70'53'05"E, 3.119.60 FEET TO A POINT OF CURVATURE. 3) 921.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18'10'03", SAID CURVE HAVING A RADIUS OF 2,904.66 FEET AND BEING SUBTENDED BY A CHORD BEARING \$79.58'07"E, 917.17 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, \$35.39'44"W, 426.26 FEET; THENCE \$35°36'38"W, 342.19 FEET; THENCE N54°24'59"W, 100.00 FEET; THENCE \$35°36'38"W, 352.92 FEET; THENCE \$35°25'54"W, 63.16 FEET TO A POINT ON THE ARC OF CURVE: THENCE 214.25 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17'02'58". SAID CURVE HAVING A RADIUS OF 720.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S76'15'41"E, 213.46 FEET TO A POINT OF REVERSE CURVATURE; THENCE 135.56 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09'14'48", SAID CURVE HAVING A RADIUS OF 840.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S80°09'46"E, 135.41 FEET TO A POINT OF COMPOUND CURVATURE: THENCE 860.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29'42'41", SAID CURVE HAVING A RADIUS OF 1,660.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S60°41'02"E, 851.20 FEET TO A POINT OF COMPOUND CURVATURE; THENCE 45.15 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03'04'46", SAID CURVE HAVING A RADIUS OF 840.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S44'17'18"E, 45.14 FEET; THENCE N47'15'05"E, 251.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 850.390 ACRES, (37,043,005 SQUARE FEET), MORE OR LESS.

△REV NO.	REVISION DESCRIPTION	REV. DATE	DRN BY/EMP. #	SEE SHEET 1
				SEC-TWP-RGE
				JDO
				LEAD TECH.
				N/A
				SCALE:



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IIILE	PARCE	L SKET	CH &	& DE	SCRIPTION				PROJECT NO. 215	617414
PROJ:	PEACE	CROS	SING	CDD	INFRASTRU	JCTURE	PHASE	1	INDEX NO: ph_	1_limits
CLIENT:	LAKE	WALES	PRO	PERT	HOLDING	S, LLC			DATE: 8-7-2024	SHEET NO: 4 OF 4

# Exhibit B

Final First Supplemental Special Assessment Methodology Report (Assessment Area One), dated October 8, 2024

[Attached beginning at following page]

# PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

Final First Supplemental Special Assessment Methodology Report (Assessment Area One)

October 8, 2024



Provided by:

Wrathell, Hunt & Associates, LLC

2300 Glades Road, Suite 410W Boca Raton, FL 33431 Phone: 561-571-0010

Fax: 561-571-0013 Website: www.whhassociates.com

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#### 1.0 Introduction

### 1.1 Purpose

This Final First Supplemental Special Assessment Methodology Report (the "Supplemental Report") was developed to supplement the Master Special Assessment Methodology Report (the "Master Report") dated October 13, 2023 and to provide a supplemental financing plan and a supplemental special assessment methodology for the 1,436 residential units that are projected to be developed as the first phase (the "Assessment Area One") of the Peace Crossing Community Development District (the "District") located in City of Lake Wales, Florida. This Final First Supplemental Report was developed in relation to funding by the District of a portion of the Capital Improvement Program (to be defined later herein) contemplated to be provided by the District for Assessment Area One (the "Series 2024 Project").

# 1.2 Scope of the Supplemental Report

This Supplemental Report presents projections for financing a portion of the District's public infrastructure improvements (the "Capital Improvement Program") as described in the Engineer's Report of Stantec Consulting Services Inc. dated October 10, 2023, and as supplemented on February 1, 2024 and amended and restated on August 15, 2024 by the Supplemental Engineer's Report for Series 2024 Project (together, the "Engineer's Report"), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the Series 2024 Project to the Assessment Area One units.

# 1.3 Special Benefits and General Benefits

Improvements undertaken and funded in part by the District as part of the Series 2024 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within the District as well as general benefits to the areas outside of the District and to the public at large. However, as discussed within this Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's Series 2024 Project enables properties within the boundaries of the District to be developed.

There is no doubt that the general public, property owners, and property outside of the District will benefit from the provision of the Series 2024 Project. However, these benefits are only incidental since the Series 2024 Project is designed solely to provide special benefits peculiar to property within the District. Properties outside of District are not directly served by the Series 2024 Project and do not depend upon the Series 2024 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which properties located within the District receive compared to those lying outside of the boundaries of the District.

The Series 2024 Project will provide part of the infrastructure and improvements which are all necessary in order to make the lands within the District developable and saleable. Even though the exact value of the benefits provided by the Series 2024 Project is hard to estimate at this point, it is without doubt greater than the costs associated with providing same.

# 1.4 Organization of the Supplemental Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the Capital Improvement Program and its portion funded with proceeds of bonds issued in 2024, the Series 2024 Project, as determined by the District Engineer.

Section Four discusses the supplemental financing program for Assessment Area One.

Section Five discusses the special assessment methodology for the District and Assessment Area One.

### 2.0 Development Program

#### 2.1 Overview

The District serves the Peace Crossing development (the "Development" or "Peace Crossing"), a master planned, residential development located in City of Lake Wales, Florida. The land within the District currently consists of approximately 1,863.752 +/- acres and is generally located to the south of Thompson Nursery Road, west of U.S. Highway 27, and north of Mountain Lake Cut-Off Road.

# 2.2 The Development Program

The development of Peace Crossing is anticipated to be conducted by Lake Wales Property Holdings, LLC (the "Developer"). Based upon the information provided by the Developer, the current development plan envisions a total of 3,049 residential units developed in two (2) or more phases, with Assessment Area One composed of a total of 1,436 residential units and the future assessment areas composed of a total of 1,613 residential units, although land use types, unit numbers, and phasing of development may change throughout the development period. Table 1 in the *Appendix* illustrates the most current development plan for the District.

# 3.0 The Capital Improvement Program

#### 3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

### 3.2 Capital Improvement Program

The Capital Improvement Program needed to serve the Development is projected to consist of roadways, drainage and earthwork, street/entry lighting, water, wastewater, reclaim, landscaping/irrigation, parks, recreations security, entrance features and signs, amenity centers and wetland mitigation as set forth in more detail in the Engineer's Report.

Even though the installation of the improvements that constitute the Capital Improvement Plan is projected to occur in two (2) or more phases coinciding with the two (2) or more phases of development within the District, the Series 2024 Project is a portion of the Capital Improvement Program necessary for the development of the District. The Future Project constitutes that portion of the Capital Improvement Program necessary for the development of the remainder of the Capital Improvement Program. The infrastructure improvements that compose the overall Capital Improvement Program will serve and provide benefit to all land uses in the District and will compose an interrelated system of improvements, which means all of improvements will serve the entire District and

improvements will be interrelated such that they will reinforce one another. As a practical matter, this means that, from an assessment standpoint, any of the costs of the Series 2024 Project (or Future Project costs) may be financed with proceeds of the Series 2024 Bonds (to be defined later herein), provided that the District's debt assessments associated with the Capital Improvement Program are fairly and reasonably allocated across all benefitted properties, which is the case with the Series 2024 Bond Assessments (to be defined later herein), as described herein. At the time of this writing, the total master costs of the Series 2024 Project are estimated at Table 2 in the Appendix illustrates the specific \$30.610.656. components of the Capital Improvement Program and their costs for the Series 2024 Project. Please note that as the development of land in the District will occur in multiple phases and the construction of the public infrastructure improvements which are part of the Capital Improvement Program will occur in multiple stages designed to coincide with the phases of development, it is contemplated at the time of writing of this Supplemental Report that the District will initially only the Series 2024 Project, public infrastructure improvements funded by the District that will serve the development of units within Assessment Area One, and that the District will only fund an estimated \$21,339,427.50 with proceeds of the Series 2024 Bonds.

#### 4.0 Financing Program

#### 4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. The choice of the exact mechanism for providing public infrastructure has not yet been made at the time of this writing, and the District may either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

The District intends to issue Capital Improvement Revenue Bonds, Series 2024 (Assessment Area One) in the estimated principal amount of \$23,745,000 (the "Series 2024 Bonds") to fund the Series 2024 Project in the estimated amount of \$21,339,427.50. It is anticipated that any costs of the Capital Improvement Program which serve and benefit the development of land in the District which are not funded by the Series 2024 Bonds will be funded by future bonds

or contributed to the District at no cost under pursuant to a Completion Agreement that will be entered into by the Developer and the District. To enhance the marketability of the Series 2024 Bonds at this time, lien of the Series 2024 Assessments will be placed on Neighborhoods A, B, C, E and F initially, and then removed from Neighborhoods E and F when one of three events occurs as explained in more detail hereafter.

# 4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Series 2024 Bonds in the estimated principal amount of \$23,745,000 to finance Series 2024 Project costs in the estimated amount of \$21,339,427.50. The Series 2024 Bonds as projected under this financing plan would be structured to be amortized in 30 annual installments. Interest payments on the Series 2024 Bonds would be made every May 1 and November 1, and principal payments on the Bonds would be made on May 1.

In order to finance the costs of the Series 2024 Project, the District would need to borrow more funds and incur indebtedness in the total amount estimated at \$23,745,000. The difference is composed of debt service reserve and costs of issuance including underwriter's discount. Preliminary sources and uses of funding for the Series 2024 Bonds are presented in Table 3 in the *Appendix*.

#### 5.0 Assessment Methodology

#### 5.1 Overview

The issuance of the Series 2024 Bonds provides the District with necessary to construct/acquire the infrastructure improvements which are part of the Series 2024 Project outlined in Section 3.2 and described as part of the Capital Improvement Program in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of the District and general benefits accrue to areas outside of the District and being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the Series 2024 Project. All properties that receive special benefits from the Series 2024 Project will be assessed for their fair share of the debt issued in order to finance the Series 2024 Project, on a first platted (or sold), first assigned basis within Assessment Area One.

#### 5.2 Benefit Allocation

The current development plan for the District envisions the development of a total of 3,049 residential units developed in two (2) or more phases, with Assessment Area One ultimately including a total of 1,436 residential units on Neighborhoods A, B and C and the balance of development comprising Neighborhoods D, E and F including a total of 1,613 residential units, although unit numbers and land use types may change throughout the development period. Because the ultimate number of units to be developed in Assessment Area One is known, the ultimate acreage of Assessment Area One is known, the anticipation is that the ultimate lands within Assessment Area One will be sold and/or platted before the lands in future assessment areas, as adjusted in accordance with this report, and identification of an initial and final assessment area at this stage will increase the marketability of the bonds at the lowest possible interest rate, it is fair and reasonable to assign the debt assessments securing the 2024 Bonds to the assessment area which will initially include Neighborhoods A, B, C, E and F, and ultimately just include Neighborhoods A, B and C. This allocation is consistent with the first platted, first assigned approach in the Master Report.

Even though the installation of the improvements that constitute the Capital Improvement Program is projected to occur as two (2) or more separate projects, the Series 2024 Project and the Future Project, coinciding with the development of Assessment Area One and future assessment areas respectively, by allowing for the land in the District to be developable the infrastructure improvements that are included in the Capital Improvement Program will serve and provide benefit to all land uses in the District and will constitute an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another and their combined benefit will be greater than the sum of their individual benefits. All of the unit types within the District, both those in the Assessment Area One and those in the future assessment areas, will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the Capital Improvement Program have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection

between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of or the actual non-ad valorem assessment amount levied on that parcel.

In following the methodology developed in the Master Report, this Supplemental Report proposes to allocate the benefit associated with the Capital Improvement Program to the different product types proposed to be developed within the District in proportion to their density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the product types contemplated to be developed within the District based on the densities of development and the intensities of use of infrastructure, total ERU counts for each product type, and the share of the benefit received by each product type.

The rationale behind the different ERU weights is supported by the fact that generally and on average products with smaller lot sizes will use and benefit from the improvements which are part of the Capital Improvement Program less than products with larger lot sizes. For instance, generally and on average products with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than products with larger lot sizes. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the District's public infrastructure improvements that are part of the Capital Improvement Program.

Using the ERU benefit allocations developed in Table 4 in the *Appendix*, Table 5 in the *Appendix* illustrates the allocation of the Series 2024 Project costs in accordance with the ERU benefit allocation methodology and the allocation of the amount funded with proceeds of the Series 2024 Bonds in the approximate amount of \$21,339,427.50.

Table 6 in the *Appendix* presents the apportionment of the Series 2024 Bond Assessments in accordance with the ERU benefit allocation method presented in Table 4 as modified by the effects of

the contributions illustrated in Table 5 in the *Appendix*. Table 6 also presents the annual levels of the annual debt service assessments per unit.

Amenities - It is our understanding that all amenities planned for the community will either be "common elements" or owned by the District. No Series 2024 Bond Assessments will be allocated herein to any platted amenities or other platted common areas planned for the development that meet the definition of "common element" in section 193.0235, Florida Statutes. If the amenities are owned by the District, then they would be governmental property not subject to the Series 2024 Bond Assessments and would be open to the general public, subject to District rules, rates and policies. Should the District discover that a privately-owned amenity has been developed within the Assessment Area One which does not meet the definition of a "common element" in section 193.0235, Florida Statutes, further assessment proceedings will be necessary to reallocate assessments to such parcel.

**Governmental Property -** If at any time, any portion of the property contained in the District is sold or otherwise transferred to a unit of local, state, or federal government or similar exempt entity (without consent of such governmental unit or similarly exempt entity to the imposition of Series 2024 Bond Assessments thereon), all future unpaid Series 2024 Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

#### 5.3 Assigning Series 2024 Bond Assessment

As the land in Assessment Area One is not yet platted for its intended final use and the precise location of the various product types by lot or parcel is unknown, the Series 2024 Bond Assessments will initially be levied on an equal pro- rata gross acre basis. At issuance, the total bonded debt attributable to the District in the amount of \$23,745,000 will be preliminarily levied on approximately 1,431.58 acres at a rate of \$16,586.57 per gross acre within Neighborhoods A, B, C, E, and F of the District. The Series 2024 Assessments lien as to the land within Neighborhoods E and F described in Exhibit "A" shall automatically terminate upon the earliest to occur of the following events: (i) the lands described in Exhibit (Neighborhoods A, B & C) have been platted into lots; (ii) the lands described in Exhibit "A" (Neighborhoods A, B & C) have been sold to third parties and the assessments lien assigned to such parcels based on the transferred development rights; or (iii) the Developer receives the Army Corp of Engineers' permit for the lands described as Pod B-2 and Pod C-2. In other words, the total bonded debt attributable to the District in the amount of \$23,745,000 will be released from Neighborhoods E and F and such total bonded debt will shift to the approximately 850.39 acres of the ultimate Assessment Area One, which consists of Neighborhoods A, B, and C only, at a rate of \$27,922.48 per gross acre. However, the Developer can develop within Assessment Area One before such permits are issued as long as no Corps jurisdictional wetlands are impacted. Please note that prior to removal of the Series 2024 Special Assessments lien from Neighborhoods E and F, any assessments principal payments made will be attributable to Assessment Area One and not Neighborhoods E and F.

When land is platted within Assessment Area One, the Series 2024 Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 6 in the *Appendix*. Such allocation of Series 2024 Bond Assessments from unplatted gross acres to platted parcels will reduce the amounts of Series 2024 Bond Assessments levied on unplatted gross acres within Assessment Area One.

In the event unplatted land within Assessment Area One is sold to a third party (the "Transferred Property"), the Series 2024 Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs assigned by the Developer, as applicable, to that Transferred Property, subject to review by the District's methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this First Supplemental Report. The owner of the Transferred Property will be responsible for the total Series 2024 Bond Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. A true up payment would then be due to the District in accordance with Section 5.6, below. This total Series 2024 Bond Assessments are allocated to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total Series 2024 Bond Assessments initially allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per gross acre until platting).

#### 5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special and

peculiar benefits to certain properties within the District. The public infrastructure improvements provided by the District benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement are:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

The improvements which are part of the Capital Improvement Program make the land in the District developable and saleable and when implemented jointly as parts of the Capital Improvement Program, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

# 5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the Capital Improvement Program.

Accordingly, no acre or parcel of property within the District will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

#### 5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned Equivalent Residential Units ("ERUs") as set forth in Table 4 in the *Appendix* ("Development Plan"). At such time as lands within the Neighborhoods A, B and C are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

- a. If a Proposed Plat results in the same amount of ERUs (and thus Series 2024 Bond Assessments) able to be imposed on the "Remaining Developable Unplatted Lands" (i.e., those remaining developable unplatted lands within Neighborhoods A, B and C of Assessment Area One after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Series 2024 Bond Assessments to the product types being platted and the remaining property in accordance with this First Supplemental Report, and cause the Series 2024 Bond Assessments to be recorded in the District's improvement lien book.
- b. If a Proposed Plat results in a greater amount of ERUs (and thus Series 2024 Bond Assessments) able to be imposed on the Remaining Developable Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Series 2024 Bond Assessments for all assessed properties within the Property, or may otherwise address such net decrease as permitted by law.
- c. If a Proposed Plat results in a lower amount of ERUs (and thus Series 2024 Bond Assessments) able to be imposed on the Remaining Developable Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Series 2024 Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Series 2024 Bond Assessments able to be imposed on the lands subject to the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's Assessment Consultant, in consultation with the District Engineer and District Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Series 2024 Bond Assessments) are able to be imposed on the Remaining Developable Unplatted

Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the development, b) the revised, overall development plan showing the number and type of units reasonably planned for the development, c) proof of the amount of entitlements for the Remaining Developable Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, the District's Assessment Consultant shall demonstrate that there will be sufficient assessments to pay debt service on the Series 2024 Bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable prior to the recordation of the plat by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least forty-five (45) days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Series 2024 Bond Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Series 2024 Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

#### 5.7 Assessment Roll

The Series 2024 Bond Assessments in the estimated amount of \$23,745,000 are proposed to be initially levied over the areas described in Exhibit "A". Excluding any capitalized interest period, debt service assessment shall be paid in thirty (30) annual installments.

#### 6.0 Additional Stipulations

#### 6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's Capital Improvement Program. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation Methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt & Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

## 7.0 Appendix

Table 1

# **Peace Crossing**

## **Community Development District**

#### **Development Plan**

	Neighborhoods		Neighborhoods E	
Product Type	A, B & C Number of Units	Neighborhoods D Number of Units	& F Number of Units	Total Number of Units
Multi-Family	300	0	0	300
Single-Family Attached	0	0	0	0
Single-Family 40'	336	154	248	738
Single-Family 50'	531	308	499	1,338
Single-Family 60'	269	154	250	673
Total	1,436	616	997	3,049

Table 2

# **Peace Crossing**

### **Community Development District**

#### **Project Master Costs**

Improvement	Series 2024 Project Total Costs
Roadways, Drainage and Earthwork	\$18,901,699.00
Street/Entry Lighting	\$472,500.00
Water, Wastewater, Reclaim	\$2,641,294.00
Landscaping/Irrigation	\$957,600.00
Parks, Recreation, Security	\$3,326,400.00
Professional Fees, Design & Permitting	\$500,000.00
Entrance Features & Signs	\$2,305,800.00
Amenity Centers	\$0.00
Wetland Mitigation	\$0.00
Consultants/Contingencies/Other	\$1,505,363.00
Total	\$30,610,656.00

#### Table 3

# **Peace Crossing**

## **Community Development District**

Final Sources and Uses of Funds - Series 2024 Bonds

Total Uses	\$23,745,000.00
Costs of Issuance	\$721,912.50
Delivery Date Expenses:	
Debt Service Reserve Fund	\$1,683,660.00
Other Fund Deposits:	
Project Fund	\$21,339,427.50
Project Fund Deposits:	
<u>Uses</u>	
Total Sources	\$23,745,000.00
Par Amount	\$23,745,000.00
Bond Proceeds:	
Sources	

Table 4

# **Peace Crossing**

## **Community Development District**

#### Benefit Allocation

	Total Number of		
Product Type	Units	ERU Weight	Total ERU
Multi-Family	300	0.35	105.00
Single-Family Attached	0	0.60	0.00
Single-Family 40'	738	0.80	590.40
Single-Family 50'	1,338	1.00	1,338.00
Single-Family 60'	673	1.20	807.60
Total	3,049		2.841.00

Product Type	Assessment Area One (Neighborhoods A, B & C) Number of Units	ERU Weight	Assessment Area One (Neighborhoods A, B & C) Total ERU
Multi-Family	300	0.35	105.00
Single-Family Attached	0	0.60	0.00
Single-Family 40'	336	0.80	268.80
Single-Family 50'	531	1.00	531.00
Single-Family 60'	269	1.20	322.80
Total	1,436		1,227.60

	Neighborhoods A, B,		
	C, E & F Number of		Neighborhoods A, B,
Product Type	Units	ERU Weight	C, E & F Total ERU
Multi-Family	300	0.35	105.00
Single-Family Attached	0	0.60	0.00
Single-Family 40'	584	0.80	467.20
Single-Family 50'	1,030	1.00	1,030.00
Single-Family 60'	519	1.20	622.80
Total	2,433		2,225.00

Table 5

# **Peace Crossing**

## **Community Development District**

#### Series 2024 Project Costs Allocation

Costs Allocation at Issuance

Product Type	Capital Capital Improvement Improvement Program Cost Program Cost II Allocation to Contributed by P Neighborhoods A, B, Developer or Fur C. E & F Future Bonds			
Multi-Family	\$1,444,547.81	\$1,444,547.81	\$0.00	
Single-Family Attached	\$0.00	\$0.00	\$0.00	
Single-Family 40'	\$6,427,549.88	\$1,724,823.22	\$4,702,726.66	
Single-Family 50'	\$14,170,326.15	\$3,802,585.43	\$10,367,740.72	
Single-Family 60'	\$8,568,232.16	\$2,299,272.04	\$6,268,960.12	
Total	\$30,610,656.00	\$9,271,228.50	\$21,339,427.50	

Costs Allocation at Sale, Platting, or Upon Receipt of ACOE for B2 and C2

Product Type	Capital Improvement Program Cost Allocation to Assessment Area One (Neighborhoods A, B & C)	Capital Improvement Program Cost Contributed by Developer or Future Bonds	Capital Improvement Program Cost Funded by Series 2024 Bonds
Multi-Family	\$2,618,213.49	\$2,618,213.49	\$0.00
Single-Family Attached	\$0.00	\$0.00	\$0.00
Single-Family 40'	\$6,702,626.53	\$1,593,025.51	\$5,109,601.03
Single-Family 50'	\$13,240,679.65	\$3,146,936.55	\$10,093,743.10
Single-Family 60'	\$8,049,136.33	\$1,913,052.95	\$6,136,083.38
Total	\$30,610,656.00	\$9,271,228.50	\$21,339,427.50

Table 6

# **Peace Crossing**

### **Community Development District**

#### Neighborhoods A, B, C, E & F Bond Assessment Apportionment

Debt Allocation at Issuance

Product Type	Neighborhoods A, B, C, E & F Number of Units	Total Cost Allocation*	Total Series 2024 Bond Assessments Apportionment	Series 2024 Bond Assessments Apportionment per Unit	Annual Series 2024 Bond Assessments Debt Service per Unit - paid in March**
Multi-Family	300	\$0.00	\$0.00	\$0.00	\$0.00
Single-Family Attached	0	\$0.00	\$0.00	\$0.00	\$0.00
Single-Family 40'	584	\$4,702,726.66	\$5,232,860.38	\$8,960.38	\$683.16
Single-Family 50'	1,030	\$10,367,740.72	\$11,536,485.85	\$11,200.47	\$853.96
Single-Family 60'	519	\$6,268,960.12	\$6,975,653.77	\$13,440.57	\$1,024.75
Total	2,433	\$21,339,427.50	\$23,745,000.00		

<sup>\*</sup> Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

#### Assessment Area One (Neighborhoods A, B & C) Bond Assessment Apportionment

Debt Allocation at Sale. Platting, or Upon Receipt of ACOE for B2 and C2

Product Type	Assessment Area One (Neighborhoods A, B & C) Number of Units	Total Cost Allocation*	Total Series 2024 Bond Assessments Apportionment	Series 2024 Bond Assessments Apportionment per Unit	Annual Series 2024 Bond Assessments Debt Service per Unit - paid in March**
Multi-Family	300	\$0.00	\$0.00	\$0.00	\$0.00
Single-Family Attached	0	\$0.00	\$0.00	\$0.00	\$0.00
Single-Family 40'	336	\$5,109,601.03	\$5,685,601.28	\$16,921.43	\$1,290.14
Single-Family 50'	531	\$10,093,743.10	\$11,231,600.75	\$21,151.79	\$1,612.67
Single-Family 60'	269	\$6,136,083.38	\$6,827,797.97	\$25,382.15	\$1,935.21
Total	1,436	\$21,339,427.50	\$23,745,000.00		

<sup>\*</sup> Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

<sup>\*\*</sup> This amount is grossed up to include County costs of collection fees and early payment discounts, currently 7%

<sup>\*\*</sup> This amount is grossed up to include County costs of collection fees and early payment discounts, currently 7%

#### Exhibit "A"

Series 2024 Bond Assessments in the amount of \$23,745,000 are proposed to be levied over the area described below:

# LEGAL DESCRIPTION OF PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT NEIGHBORHOODS A, B, C, E & F

#### Legal Description of the Neighborhoods A, B & C:

A PARCEL OF LAND LYING WITHIN SECTIONS 17, 20, 21, AND 29 TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 21, N89°48'26"E, 1,316.51 FEET; THENCE S27°39'54"E, 2,399.27 FEET TO A POINT OF CURVATURE; THENCE 516.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36°06'51", SAID CURVE HAVING A RADIUS OF 820.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S09°36'28"E, 508.34 FEET; THENCE S11°53'58"W, 450.62 FEET; THENCE S49°53'19"W, 3,751.08 FEET; THENCE S58°35'31"W, 2535.96 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE NO0°32'57"W ALONG SAID EAST BOUNDARY, 1,453.45 FEET TO THE SOUTH 1/4 CORNER OF SECTION 20, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 20, N00°17'25"W, 4,008.58 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG SAID SOUTH BOUNDARY OF THE NORTH 1/2 OF THE NORTHWEST 1/4, S89°33'41"W, 2,659.78 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 20, N00°29'56"W, 1,346.76 FEET TO THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 17, N00°33'51"W, 2,606.62 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY OF THOMPSON NURSERY ROAD AS RECORDED IN OFFICIAL RECORD BOOK 1490, PAGE 141 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT BEING ON THE ARC OF CURVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY BY THE FOLLOWING THREE (3) COURSES: 1) 980.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°53'40", SAID CURVE HAVING A RADIUS OF 2824.66 FEET AND BEING SUBTENDED BY A CHORD BEARING S80°49'55"E, 975.87 FEET TO A POINT OF TANGENCY, 2) S70°53'05"E, 3,119.60 FEET TO A POINT OF CURVATURE, 3) 921.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°10'03", SAID CURVE HAVING A RADIUS OF 2,904.66 FEET AND BEING SUBTENDED BY A CHORD BEARING S79°58'07"E, 917.17 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, S35°39'44"W, 426.26 FEET; THENCE S35°36'38"W, 342.19 FEET; THENCE N54°24'59"W, 100.00 FEET; THENCE S35°36'38"W, 352.92 FEET; THENCE S35°25'54"W, 63.16 FEET TO A POINT ON THE ARC OF CURVE; THENCE 214.25 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17°02'58", SAID CURVE HAVING A RADIUS OF 720.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S76°15'41"E, 213.46 FEET TO A POINT OF REVERSE CURVATURE; THENCE 135.56 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°14'48", SAID CURVE HAVING A RADIUS OF 840.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S80°09'46"E, 135.41 FEET TO A POINT OF COMPOUND CURVATURE; THENCE 860.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°42'41", SAID CURVE HAVING A RADIUS OF 1,660.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S60°41'02"E, 851.20 FEET TO A POINT OF

COMPOUND CURVATURE; THENCE 45.15 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°04'46", SAID CURVE HAVING A RADIUS OF 840.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S44°17'18"E, 45.14 FEET; THENCE N47°15'05"E, 251.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 850.390 ACRES, (37,043,005 SQUARE FEET), MORE OR LESS.

#### TOGETHER WITH:

#### **Legal Description of the Neighborhoods E & F:**

A PARCEL OF LAND LYING WITHIN SECTIONS 28, 29, AND 30, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 21, N89°48'26"E, 1,316.51 FEET; THENCE S27°39'54"E, 2,399.27 FEET TO A POINT OF CURVATURE; THENCE 516.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36°06'51", SAID CURVE HAVING A RADIUS OF 820.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S09°36'28"E, 508.34 FEET; THENCE S11°53'58"W, 450.62 FEET; THENCE S49°53'19"W, 3,751.08 FEET; THENCE S58°35'31"W, 702.16 FEET TO THE POINT OF BEGINNING; THENCE S32°43'44"E, 3041.35 FEET; THENCE S21°16'16"E, 917.74 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE ALONG THE WEST BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4470. PAGE 1340. OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, S19°14'30"E, 1,411.73 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SAID SECTION 28; THENCE ALONG SAID SOUTH BOUNDARY, S89°23'02"W, 1,327.90 FEET TO THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE ALONG THE EAST, NORTH AND WEST BOUNDARY LINES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29 BY THE FOLLOWING THREE (3) COURSES: (1) N00°30'44"W, 667.14 FEET, (2) S88°50'08"W, 1,321.91 FEET, (3) S00°33'15"E, 665.81 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF AFOREMENTIONED SECTION 29; THENCE ALONG SAID SOUTH BOUNDARY LINE S88°53'47"W, 1,322.20 FEET TO THE SOUTH 1/4 CORNER OF SECTION 29; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, S88°53'25"W, 2,641.06 FEET TO THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 30, S88°57'31"W, 1,333.78 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, N00°36'35"W, 1,327.95 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 SAID SECTION 30, S89°01'44"W, 1,330.60 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, S89°02'57"W, 598.00 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE WEST 740 FEET OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE ALONG SAID EAST BOUNDARY LINE, N00°45'54"W, 620.21 FEET; THENCE N80°28'43"E, 3,383.97 FEET; THENCE N60°16'40"E, 2,937.24 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF AFOREMENTIONED SECTION 29; THENCE N58°35'31"E, 1,833.80 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE MAINTAINED RIGHT-OF-WAY FOR MOUNTAIN CUT-OFF ROAD.

CONTAINING 581.190 ACRES (25,316,637 SQUARE FEET), MORE OR LESS.

IN AGGREGATE BEING 1,431.58 ACRES, MORE OR LESS.

## Exhibit C

### **Maturities and Coupon of Series 2024 Bonds**

Oct 8, 2024 10:35 am Prepared by DBC Finance

(Peace Crossing CDD 2024:PC-2024) Page 2

#### BOND PRICING

Peace Crossing Community Development District Special Assessment Revenue Bonds, Series 2024 (Assessment Area One)

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term 1:	05/01/2031	2,630,000	5.000%	5.000%	100.000
	03/01/2031	2,630,000	3.000%	3.000%	100.000
Term 2:					
	05/01/2044	8,470,000	5.700%	5.700%	100.000
Term 3:					
	05/01/2054	12,645,000	6.000%	6.000%	100.000
		23,745,000			
Dated	I Date		11/08/2024		
	ery Date		11/08/2024		
First	Coupon	(	05/01/2025		
Par A	mount	23,	745,000.00		
Origi	nal Issue Discount				
Produ	ection	23.	745,000.00	100.000000%	
Unde	rwriter's Discount		474,900.00	-2.000000%	
Purch	ase Price	23.	270,100.00	98.000000%	
Acen	ned Interest				
Net P		+			

## Exhibit D

### Sources and Uses of Funds for Series 2024 Bonds

Oct 8, 2024 10:35 am Prepared by DBC Finance

(Peace Crossing CDD 2024:PC-2024) Page 1

#### SOURCES AND USES OF FUNDS

Peace Crossing Community Development District Special Assessment Revenue Bonds, Series 2024 (Assessment Area One)

Bond Proceeds:	
Par Amount	23,745,000.00
	23,745,000.00
Uses:	
Other Fund Deposits:	
Debt Service Reserve Fund (MADS w Release)	1,683,660.00
Delivery Date Expenses:	
Cost of Issuance	247,012.50
Underwriter's Discount	474,900.00
	721,912.50
Other Uses of Funds:	
Construction Fund	21,339,427.50
	23,745,000.00

# **Exhibit E Debt Service Payment Due on Series 2024 Bonds**

Oct 8, 2024 10:35 am Prepared by DBC Finance

(Peace Crossing CDD 2024:PC-2024) Page 4

#### BOND DEBT SERVICE

Peace Crossing Community Development District Special Assessment Revenue Bonds, Series 2024 (Assessment Area One)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	
05/01/2025	345,000	5.000%	659,797.97	1,004,797.97	-CT. Y 3	
11/01/2025			677,870,00	677,870.00	1,682,667.97	
05/01/2026	335,000	5.000%	677,870,00	1,012,870.00		
11/01/2026			669,495,00	669,495.00	1,682,365.00	
05/01/2027	350,000	5.000%	669,495,00	1,019,495.00		
11/01/2027			660,745,00	660,745,00	1,680,240.00	
05/01/2028	370,000	5.000%	660,745,00	1,030,745,00		
11/01/2028			651,495,00	651,495.00	1,682,240.00	
05/01/2029	390,000	5.000%	651,495,00	1,041,495.00		
11/01/2029			641,745,00	641,745,00	1,683,240.00	
05/01/2030	410,000	5.000%	641,745,00	1,051,745,00		
11/01/2030			631,495,00	631,495.00	1,683,240.00	
05/01/2031	430,000	5,000%	631,495,00	1,061,495,00		
11/01/2031			620,745,00	620,745,00	1,682,240.00	
05/01/2032	455,000	5.700%	620,745,00	1,075,745.00		
11/01/2032			607,777,50	607,777.50	1,683,522.50	
05/01/2033	480,000	5,700%	607,777,50	1,087,777,50		
11/01/2033			594,097,50	594,097,50	1,681,875.00	
05/01/2034	510,000	5.700%	594,097,50	1,104,097.50		
11/01/2034			579,562,50	579,562.50	1,683,660.00	
05/01/2035	535,000	5,700%	579,562,50	1,114,562,50		
11/01/2035			564,315.00	564,315.00	1,678,877.50	
05/01/2036	570,000	5.700%	564,315,00	1,134,315.00		
11/01/2036			548,070,00	548,070,00	1,682,385.00	
05/01/2037	600,000	5,700%	548,070,00	1,148,070,00		
11/01/2037			530,970,00	530,970.00	1,679,040.00	
05/01/2038	635,000	5.700%	530,970.00	1,165,970.00		
11/01/2038			512,872.50	512,872,50	1,678,842,50	
05/01/2039	675,000	5.700%	512,872,50	1,187,872.50		
11/01/2039			493,635.00	493,635.00	1,681,507.50	
05/01/2040	715,000	5.700%	493,635,00	1,208,635,00		
11/01/2040			473,257,50	473,257,50	1,681,892,50	
05/01/2041	755,000	5.700%	473,257,50	1,228,257.50		
11/01/2041			451,740.00	451,740.00	1,679,997.50	
05/01/2042	800,000	5.700%	451,740,00	1,251,740,00		
11/01/2042			428,940,00	428,940,00	1,680,680.00	
05/01/2043	845,000	5.700%	428,940.00	1,273,940.00		
11/01/2043			404,857,50	404,857,50	1,678,797.50	
05/01/2044	895,000	5,700%	404,857,50	1,299,857,50		
11/01/2044			379,350,00	379,350,00	1,679,207.50	
05/01/2045	950,000	6.000%	379,350.00	1,329,350.00		
11/01/2045			350,850,00	350,850,00	1,680,200.00	
05/01/2046	1.010,000	6.000%	350,850,00	1,360,850,00		
11/01/2046			320,550.00	320,550.00	1,681,400.00	
05/01/2047	1,070,000	6.000%	320,550,00	1,390,550.00		
11/01/2047			288,450,00	288,450,00	1,679,000.00	
05/01/2048	1,140,000	6.000%	288,450.00	1,428,450.00		
11/01/2048			254,250,00	254,250.00	1,682,700.00	
05/01/2049	1,210,000	6.000%	254,250,00	1,464,250,00		
11/01/2049			217,950,00	217,950,00	1,682,200.00	
05/01/2050	1,285,000	6.000%	217,950,00	1,502,950.00		
11/01/2050			179,400,00	179,400.00	1,682,350.00	
05/01/2051	1,365,000	6:000%	179,400,00	1,544,400,00		
11/01/2051			138,450,00	138,450.00	1,682,850.00	
05/01/2052	1.450.000	6.000%	138,450.00	1,588,450.00		

#### BOND DEBT SERVICE

#### Peace Crossing Community Development District Special Assessment Revenue Bonds; Series 2024 (Assessment Area One)

Debt Service	Debt Service	Interest	Coupon	Principal	Period Ending
1,683,400.00	94,950,00	94,950,00			11/01/2052
	1,629,950,00	94,950,00	6.000%	1,535,000	05/01/2053
1,678,850.00	48,900.00	48,900.00			11/01/2053
	1,678,900,00	48,900,00	6.000%	1,630,000	05/01/2054
1,678,900,00		-0			11/01/2054
50,438,367.97	50,438,367.97	26,693,367,97		21,745,000	

#### Exhibit F Legal Description of Released Lands (Parcels E & F)

#### Legal Description of the Neighborhoods E & F:

A PARCEL OF LAND LYING WITHIN SECTIONS 28, 29, AND 30, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 21, N89°48'26"E, 1,316.51 FEET; THENCE S27°39'54"E, 2,399.27 FEET TO A POINT OF CURVATURE; THENCE 516.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36°06'51", SAID CURVE HAVING A RADIUS OF 820.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S09°36'28"E. 508.34 FEET; THENCE S11°53'58"W, 450.62 FEET; THENCE S49°53'19"W, 3,751.08 FEET; THENCE S58°35'31"W, 702.16 FEET TO THE POINT OF BEGINNING; THENCE S32°43'44"E, 3041.35 FEET; THENCE S21°16'16"E, 917.74 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE ALONG THE WEST BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4470, PAGE 1340 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, S19°14'30"E, 1,411.73 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SAID SECTION 28; THENCE ALONG SAID SOUTH BOUNDARY, S89°23'02"W, 1,327.90 FEET TO THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE ALONG THE EAST, NORTH AND WEST BOUNDARY LINES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29 BY THE FOLLOWING THREE (3) COURSES: (1) N00°30'44"W, 667.14 FEET, (2) S88°50'08"W, 1,321.91 FEET, (3) S00°33'15"E, 665.81 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF AFOREMENTIONED SECTION 29; THENCE ALONG SAID SOUTH BOUNDARY LINE S88°53'47"W, 1,322.20 FEET TO THE SOUTH 1/4 CORNER OF SECTION 29; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, S88°53'25"W, 2,641.06 FEET TO THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 30, S88°57'31"W, 1,333.78 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, N00°36'35"W, 1,327.95 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 SAID SECTION 30, S89°01'44"W, 1,330.60 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, S89°02'57"W, 598.00 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE WEST 740 FEET OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE ALONG SAID EAST BOUNDARY LINE, N00°45'54"W, 620.21 FEET; THENCE N80°28'43"E, 3,383.97 FEET; THENCE N60°16'40"E, 2,937.24 FEET TO

A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF AFOREMENTIONED SECTION 29; THENCE N58°35'31"E, 1,833.80 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE MAINTAINED RIGHT-OF-WAY FOR MOUNTAIN CUT-OFF ROAD.

CONTAINING 581.190 ACRES (25,316,637 SQUARE FEET), MORE OR LESS.

# Exhibit G Legal Description of Permanent Assessment Area One (Parcels A, B & C)

#### Legal Description of the Neighborhoods A, B & C:

A PARCEL OF LAND LYING WITHIN SECTIONS 17, 20, 21, AND 29 TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 21, N89°48'26"E, 1,316.51 FEET; THENCE S27°39'54"E, 2,399.27 FEET TO A POINT OF CURVATURE; THENCE 516.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36°06'51", SAID CURVE HAVING A RADIUS OF 820.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S09°36'28"E, 508.34 FEET; THENCE S11°53'58"W, 450.62 FEET; THENCE S49°53'19"W, 3,751.08 FEET; THENCE S58°35'31"W, 2535.96 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE NO0°32'57"W ALONG SAID EAST BOUNDARY, 1,453.45 FEET TO THE SOUTH 1/4 CORNER OF SECTION 20, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 20, N00°17'25"W, 4,008.58 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG SAID SOUTH BOUNDARY OF THE NORTH 1/2 OF THE NORTHWEST 1/4, S89°33'41"W, 2,659.78 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 20, N00°29'56"W, 1,346.76 FEET TO THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA: THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 17. N00°33'51"W, 2,606.62 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY OF THOMPSON NURSERY ROAD AS RECORDED IN OFFICIAL RECORD BOOK 1490, PAGE 141 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT BEING ON THE ARC OF CURVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY BY THE FOLLOWING THREE (3) COURSES: 1) 980.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°53'40", SAID CURVE HAVING A RADIUS OF 2824.66 FEET AND BEING SUBTENDED BY A CHORD BEARING S80°49'55"E, 975.87 FEET TO A POINT OF TANGENCY, 2) S70°53'05"E, 3,119.60 FEET TO A POINT OF CURVATURE, 3) 921.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°10'03", SAID CURVE HAVING A RADIUS OF 2,904.66 FEET AND BEING SUBTENDED BY A CHORD BEARING S79°58'07"E, 917.17 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, S35°39'44"W, 426.26 FEET; THENCE S35°36'38"W, 342.19 FEET; THENCE N54°24'59"W, 100.00 FEET; THENCE S35°36'38"W, 352.92 FEET; THENCE S35°25'54"W, 63.16 FEET TO A POINT ON THE ARC OF CURVE; THENCE 214.25 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17°02'58", SAID CURVE HAVING A RADIUS OF 720.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S76°15'41"E, 213.46 FEET TO A POINT OF REVERSE CURVATURE; THENCE 135.56 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°14'48", SAID CURVE HAVING A RADIUS OF 840.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S80°09'46"E, 135.41 FEET TO A POINT OF COMPOUND CURVATURE; THENCE 860.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°42'41", SAID CURVE HAVING A RADIUS OF 1,660.00 FEET AND BEING SUBTENDED BY A CHORD BEARING \$60°41'02"E, 851.20 FEET TO A POINT OF COMPOUND CURVATURE; THENCE 45.15 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°04'46", SAID CURVE HAVING A RADIUS OF 840.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S44°17'18"E, 45.14 FEET; THENCE N47°15'05"E, 251.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 850.390 ACRES, (37,043,005 SQUARE FEET), MORE OR LESS.

#### Exhibit H

### **Description of Pods B-2 and C-2**

#### Pod B-2

That portion of Neighborhood B planned to contain 275 lots, which area contains land that is subject to an Army Corps permit application pending at the time of issuance of the Series 2024 Bonds.

#### Pod C-2

That portion of Neighborhood C planned to contain 72 lots, which area contains land that is subject to an Army Corps permit application pending at the time of issuance of the Series 2024 Bonds.

# **PEACE CROSSING**

## **COMMUNITY DEVELOPMENT DISTRICT**

This instrument was prepared by:

Michael C. Eckert, Esq. **Kutak Rock LLP** 107 West College Ave Tallahassee, Florida 32301

#### DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS

The Peace Crossing Community Development District ("**District**") is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The following information is provided to fulfill this statutory requirement.

#### WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District is an independent local unit of special purpose government, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and established by Ordinance No. 2023-29, which was enacted by the City Commission of the City of Lake Wales, Florida, and which became effective on October 13, 2023. The District currently encompasses approximately 1,863.752 acres of land located within the City of Lake Wales, Florida. The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors ("Board"), the members of which are initially elected by landowners within the District and must be at least eighteen (18) years of age, a resident of the State and a citizen of the United States. Upon the later of six (6) years after the District's establishment and the year when the District next attains at least two hundred fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is a registered voter who is at least eighteen (18) years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Board members are similarly bound by the State's open meetings law and are subject to the same disclosure requirements as other elected officials under the State's ethics laws.

For more information about the District, please contact the District's Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, telephone (877) 276-0889 ("District Office").

#### **DESCRIPTION OF PROJECTS, BONDS & ASSESSMENTS**

The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management and control systems, including but not limited to related earthwork, water and wastewater facilities, public roadway improvements, stormwater facilities, conservation and mitigation areas, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

To finance the construction of such projects, the District is authorized to issue bonds that are secured by special assessments levied against properties within the District that are benefitted by the projects. On January 26, 2024, the Circuit Court of the Tenth Judicial Circuit of Florida, in and for Polk County, entered a Final Judgment validating the District's ability to issue not-to-exceed \$392,270,000 in Special Assessment Revenue Bonds for infrastructure needs of the District.

#### **Bonds & Assessments**

On November 8, 2024, the District issued its \$23,745,0000 Special Assessment Revenue Bonds, Series 2024 (Assessment Area One) ("Series 2024 Bonds") to finance a portion of its capital improvement plan known as the "Series 2024 Project" ("Series 2024 Project"). The Series 2024 Project includes, among other things, public roadway improvements, water sewer facilities, stormwater improvements, master irrigation facilities, public roadway landscape, lighting, signage, and furnishings, entry features, trails, parks, recreation and security, and other improvements, described in more detail in the *Master Plan of Improvements*, dated August 15, 2024, as supplemented by the *Supplemental Engineer's Report for the Series 2024 Project*, dated August 15, 2024 (together, the "Engineer's Report").

The 2024 Bonds are secured by special assessments ("Series 2024 Assessments") levied and imposed on benefitted lands within the District known as Assessment Area One. The Assessments are further described in the Master Special Assessment Methodology Report, dated October 13, 2023, and the Final First Supplemental Special Assessment Methodology Report (Assessment Area One), dated October 8, 2024 (together, the "Assessment Report").

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes or other methods authorized by Chapter 190, *Florida Statutes*. For further information, please contact the District's Manager at the District Office.

#### **Operation and Maintenance Assessments**

In addition to Series 2024 Assessments, the District will also impose on an annual basis operations and maintenance assessments ("**O&M Assessments**"), which are determined and calculated annually by the Board in order to fund the District's annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District and may vary from year to year based on the amount of the District's budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments will be set forth in the

resolutions imposing the assessments. Please contact the District Office for more information regarding the allocation of O&M Assessments.

#### **Collection Methods**

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. Generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes. Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. The District reserves the right to change collection methods from year to year.

For more information, please visit: http://peacecrossingcdd.net. Additionally, a detailed description of all of the District's assessments, fees and charges, as well as copies of the Engineer's Report, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Commerce in accordance with Section 189.014, Florida Statutes, or by contacting the District's Manager at the District Office. Please note that changes to the District's capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

#### Maintenance of Improvements to Real Property

As of the date of this Disclosure, the District does not maintain any improvements to real property. In the future, it is anticipated the District will maintain, some or all of the following improvements to real property which are contained in the Engineer's Report, including but not limited to: stormwater management system, landscape/hardscape/irrigation improvements, and amenity improvements.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the effective as of the day of	foregoing Disclosure of Public Finance has been executed to be 2024.
WITNESS	PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT
By: Name: Address:	Name:
By: Name: Address:	
STATE OF FLORIDA COUNTY OF	
online notarization, this day	as acknowledged before me by means of $\square$ physical presence or $\square$ of, as SING COMMUNITY DEVELOPMENT DISTRICT, who appeared before
	ner personally known to me, or produced
	NOTARY PUBLIC, STATE OF FLORIDA
(NOTARY SEAL)	Name:(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**EXHIBIT A:** Legal Description of Boundaries of District

#### **EXHIBIT A**

#### Legal Description of Boundaries of District

A PARCEL OF LAND LYING WITHIN SECTIONS 17, 20, 21, 28, 29 AND 30, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 21, N89°48'26"E, 1,316.51 FEET; THENCE S27°39'54"E, 2,399.27 FEET TO A POINT A CURVATURE; THENCE 516.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36°06'51", HAVING A RADIUS OF 820.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S09°36'28"E, 508.34 FEET TO THE NORTH BOUNDARY LINE OF THE SOUTH 1/2 OF SAID SECTION 21: THENCE ALONG SAID NORTH LINE, N89°35'27"E, 1,078.79 FEET TO THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY 27, ACCORDING TO MAP SECTION 16180-2539; THENCE ALONG SAID WEST RIGHT-OF-WAY, \$25°35'15"E, 1108.05 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY, \$25°25'23"W, 111.91 FEET; THENCE \$47°49'41"W, 60.96 FEET; THENCE S27°34'24"W, 95.09 FEET; THENCE S32°16'40"W, 110.76 FEET; THENCE S38°18'44"W, 160.38 FEET; THENCE S51°55'44"W, 116.70 FEET; THENCE S50°06'35"E, 314.58 FEET; THENCE S26°59'30"E, 282.45 FEET; THENCE S22°05'35"W, 620.49 FEET; THENCE S23°26'22"E, 655.11 FEET; S63°04'53"W, 106.70 FEET TO A POINT OF CURVATURE; THENCE 495.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 26°48'33", SAID CURVE HAVING A RADIUS OF 1060.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S76°29'10"W, 491.47 FEET TO A POINT OF TANGENCY; THENCE S89°53'26"W, 201.68 FEET; THENCE S00°06'34"E, 42.96 FEET; THENCE S46°20'16"E, 73.20 FEET; THENCE S20°13'28"E, 154.70 FEET; THENCE S11°22'28"W, 104.80 FEET; THENCE S03°07'36"W, 287.04 FEET TO THE TO THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28. TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE S88°56'17"W, 717.44 FEET ALONG SAID NORTH BOUNDARY TO THE EAST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28, AND THE WEST BOUNDARY OF THE LAND DESCRIBED IN OFFICIAL RECORD BOOK 12295, PAGE 1551 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARIES OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOKS 12295, PAGE 1551, BOOK 9219, PAGE 2241, BOOK 4473, PAGE 768, AND BOOK 7503, PAGE 62, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BY THE FOLLOWING (5) FIVE COURSES: (1) S00°46'39"E, 1,040.58 FEET, (2) N90°00'00"W, 3.50 FEET, (3) S00°46'39"E, 32.50 FEET, (4) N90°00'00"E, 3.50 FEET, (5) S00°46'39"E, 249.95 FEET TO THE CENTER OF SAID SECTION 28; THENCE ALONG THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, S00°42'20"E, 814.59 FEET; THENCE CONTINUE ALONG SAID BOUNDARY S00°49'35"E, 167.19 FEET TO THE NORTHEAST CORNER OF LOT 2, BOHANNON ESTATES, ACCORDING THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 102, PAGE 24 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA: THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARIES OF SAID LOT 2 BY THE FOLLOWING FIVE (5) COURSES: (1) N82°30'33"W, 257.01 FEET, (2) S13°44'42"W, 144.38 FEET, (3) S21°11'41"W, 115.35 FEET, (4) \$26°03'46"W, 31.66 FEET, (5) \$40°36'36"W, 31.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE CONTINUE S40°36'36"W, 25.68 FEET TO THE CENTERLINE OF CONNER ROAD AS DEPICTED BY SAID PLAT; THENCE ALONG SAID CENTERLINE BY THE FOLLOWING TWO (2) COURSES: (1) S59°04'44"E, 47.64 FEET, (2) S64°02'01"E, 127.28 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 28; THENCE ALONG SAID NORTH BOUNDARY S89°08'51"W, 1,087.27 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 28; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28, S89°09'13"W, 445.00 FEET TO THE WEST BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4470, PAGE 1340 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WEST BOUNDARY \$19°14'30"E, 1,411.73 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SAID SECTION 28; THENCE ALONG SAID SOUTH BOUNDARY, S89°23'02"W, 1,327.90 TO THE SOUTHEAST CORNER OF SECTION 29; THENCE ALONG THE EAST, NORTH AND WEST BOUNDARY LINES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29 BY THE FOLLOWING THREE (3) COURSES: (1) N00°30'44"W, 667.14 FEET, (2) S88°50'08"W, 1,321.91 FEET, (3) S00°33'15"E, 665.81 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY LINE OF THE SOUTHEAST 1/4 OF AFOREMENTIONED SECTION 29; THENCE ALONG SAID SOUTH BOUNDARY LINE S88°53'47"W, 1,322.20 FEET TO THE SOUTH 1/4 CORNER OF SECTION 29; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, S88°53'25"W, 2,641.06 FEET TO THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 30, S88°57'31"W, 1,333.78 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, N00°36'35"W, 1,327.95 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 SAID SECTION 30, S89°01'44"W, 1,330.60 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, S89°02'57"W, 598.00 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE WEST 740 FEET OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE ALONG SAID EAST BOUNDARY LINE, N00°45′54"W, 620.21 FEET; THENCE N80°28′43"E, 3,383.97 FEET; THENCE N60°16'40"E, 2,937.24 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF AFOREMENTIONED SECTION 29; THENCE ALONG SAID EAST BOUNDARY, N00°32'57"W, 1,453.45 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 29, ALSO BEING THE SOUTH 1/4 CORNER OF SECTION 20, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 20, N00°17'25"W, 4,008.58 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG THE SOUTH BOUNDARY LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 20, S89°33'41"W, 2,659.78 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE WEST BOUNDARY LINE OF SAID NORTH 1/2 OF THE NORTHWEST 1/4, N00°29'56"W, 1,346.76 FEET TO THE NORTHWEST CORNER OF SAID SECTION 20, ALSO BEING THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE ALONG THE WEST BOUNDARY LINE OF SAID SECTION 17, N00°33'51"W, 2,606.62 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY OF THOMPSON NURSERY ROAD (COUNTY ROAD 17), ACCORDING TO OFFICIAL RECORD BOOK 1490, PAGE 141, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE ARC OF A CURVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY BY THE FOLLOWING THREE (3) COURSES: (1) 980.79 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°53'40", HAVING A RADIUS OF 2,824.66 FEET AND BEING SUBTENDED BY A CHORD BEARING S80°49'55"E, 975.87 FEET, (2) \$70°53'05"E, 3,119.60 FEET TO A POINT OF CURVATURE, (3) 921.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°10'03", HAVING A RADIUS OF 2,904.66 FEET AND BEING SUBTENDED BY A CHORD BEARING \$79°58'07"E, 917.17 FEET; THENCE \$35°39'44"W, 426.26 FEET; THENCE \$35°36'38"W, 342.19 FEET; THENCE \$N54°24'59"W, 100.00 FEET; THENCE S35°36'38"W, 352.92 FEET; THENCE S35°25'54"W, 63.16 FEET TO A POINT ON THE ARC OF A CURVE; THENCE 214.25 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17°02'58", HAVING A RADIUS OF 720.00 FEET AND BEING SUBTENDED BY A CHORD BEARING \$76°15'41"E, 213.46 FEET TO A POINT OF REVERSE CURVATURE; THENCE 135.56 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°14'48", HAVING A RADIUS OF 840.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S80°09'46"E, 135.41 FEET TO A POINT OF COMPOUND CURVATURE; THENCE 860,82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°42'41", HAVING A RADIUS OF 1,660.00 FEET AND BEING SUBTENDED BY A CHORD BEARING \$60°41'02"E, \$51.20 FEET TO A POINT OF COMPOUND CURVATURE; THENCE 45.15 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°04'46", HAVING A RADIUS OF 840.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S44°17'18"E, 45.14 FEET; THENCE N47°15'05"E, 251.49 FEET TO THE POINT OF BEGINNING.

SUBJECT TO MAINTAINED RIGHTS-OF-WAY FOR CONNER ROAD AND MOUNTAIN LAKE CUT-OFF ROAD.

CONTAINING 1,863.752 ACRES (81,185,027 SQUARE FEET), MORE OR LESS.

# PEACE CROSSING

## **COMMUNITY DEVELOPMENT DISTRICT**

88

# Peace Crossing Community Development District REQUEST FOR QUALIFICATIONS

## **CONTINUING CONSTRUCTION ENGINEERING & INSPECTION SERVICES**

## **Scoring Criteria Ranking Sheet**

		Experience and Qualifications; Past Performance	Ability of Personnel	Volume of Previous District Work	Location of Offices	Willingness to Meet Time and Budget Requirements	Recent, Current and Projected Workloads	Certified Minority Business Enterprise	TOTAL SCORE
	weight factor	40	35	5	5	5	5	5	100
	RESPONDENT								
1									
2									
3									
4									
5									

Board Member's Signature	Date	

#### **EVALUATION CRITERIA**

#### PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR QUALIFICATIONS FOR CONTINUING CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

#### 1. CATEGORY 1 Experience and Qualifications; Past Performance 40 Points Possible

Scoring Criteria: Respondent's experience with similar projects in design, type, scope, and complexity, with emphasis on construction engineering and inspection services; the successful completion of such comparable projects; experience in bringing innovative and creative input to previous projects, including facilities similar to those contemplated by the Capital Improvement Plan and in retaining qualified subcontractors in competitive markets; the recommendations of previous Owners and Architects; litigation history; Respondent's experience with and knowledge of local conditions, such as local codes and ordinances, local subcontractors, local suppliers, and the local construction environment generally; and, based on all of Respondent's related experience, Respondent's plan for performing the CEI services.

#### 2. <u>CATEGORY 2 Ability of Personnel</u>

35 Points Possible

Scoring Criteria: The general and specified project-related capabilities of the Respondent's staff (including office, management, technical, and support staff) and the organization's adequate resources and abilities that staff may utilize as needed; and the experience of Respondent's staff with construction engineering and inspection services, public projects, and similar projects. Respondent's Project Manager for this project and other key staff to be assigned to this project (altogether, "CEI Staff"); the functions and proposed roles of the CEI Staff; the abilities and experience of the CEI Staff, with specific attention given to project-related experience and the knowledge and experience in evaluating building systems and construction techniques; the history and ability of the Respondent and the CEI Staff to deliver projects using effective management tools and techniques; and Respondent's scheduling system and cost control system, including method for assuring the adherence of CEI Staff and subcontractors to schedule.

#### 3. <u>CATEGORY 3 Volume of Previous District Work</u>

5 Points Possible

Scoring Criteria: The volume of the Respondent's previous work within the past five (5) years with the District will be considered with the objective to share the available work with many firms.

#### 4. CATEGORY 4 Location of Offices

5 Points Possible

Scoring Criteria: Points will be awarded primarily for the closeness of the Respondent's office to the District which will have direct responsibility for this project with adjustments for other offices involved with this project.

5. <u>CATEGORY 5 Willingness to Meet Time and Budget Requirements</u> 5 Points Possible Scoring Criteria: Respondent's ability and desire to meet time and budget requirements including staffing levels and past performance on previous projects, etc.

6. <u>CATEGORY 6 Recent, Current and Projected Workloads</u>5 Possible PointsScoring Criteria: Respondent's recent, current and projected workloads.

7. CATEGORY 7 Certified Minority Business Enterprise 5 Points Possible

Scoring Criteria: Whether the firm is a Certified Minority Business Enterprise. Here, the Evaluation Committee will award either all eligible points or none.

# **PEACE CROSSING**

**COMMUNITY DEVELOPMENT DISTRICT** 

9B

# Peace Crossing Community Development District REQUEST FOR QUALIFICATIONS

# CONTINUING CONSTRUCTION ENGINEERING & INSPECTION SERVICES FOR LAKE WALES SPINE ROAD PROJECT Scoring Criteria Ranking Sheet

		Experience and Qualifications; Past Performance	Ability of Personnel	Volume of Previous District Work	Location of Offices	Willingness to Meet Time and Budget Requirements	Recent, Current and Projected Workloads	Certified Minority Business Enterprise	TOTAL SCORE
	weight factor	40	35	5	5	5	5	5	100
	RESPONDENT								
1									
2									
3									
4									
5									

Board Member's Signature	Date

#### **EVALUATION CRITERIA**

#### PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION ENGINEERING & INSPECTION SERVICES FOR LAKE WALES SPINE ROAD PROJECT

#### 1. CATEGORY 1 Experience and Qualifications; Past Performance 40 Points Possible

Scoring Criteria: Respondent's experience with similar projects in design, type, scope, and complexity, with emphasis on construction engineering and inspection services; the successful completion of such comparable projects; experience in bringing innovative and creative input to previous projects, including facilities similar to those contemplated by the Project and in retaining qualified subcontractors in competitive markets; the recommendations of previous Owners and Architects; litigation history; Respondent's experience with and knowledge of local conditions, such as local codes and ordinances, local subcontractors, local suppliers, and the local construction environment generally; and, based on all of Respondent's related experience, Respondent's plan for performing the CEI services.

#### 2. <u>CATEGORY 2 Ability of Personnel</u>

35 Points Possible

Scoring Criteria: The general and specified project-related capabilities of the Respondent's staff (including office, management, technical, and support staff) and the organization's adequate resources and abilities that staff may utilize as needed; and the experience of Respondent's staff with construction engineering and inspection services, public projects, and similar projects. Respondent's Project Manager for the Project and other key staff to be assigned to the Project (altogether, "CEI Staff"); the functions and proposed roles of the CEI Staff; the abilities and experience of the CEI Staff, with specific attention given to project-related experience and the knowledge and experience in evaluating building systems and construction techniques; the history and ability of the Respondent and the CEI Staff to deliver projects using effective management tools and techniques; and Respondent's scheduling system and cost control system, including method for assuring the adherence of CEI Staff and subcontractors to schedule.

#### 3. <u>CATEGORY 3 Volume of Previous District Work</u>

5 Points Possible

Scoring Criteria: The volume of the Respondent's previous work within the past five (5) years with the District will be considered with the objective to share the available work with many firms.

#### 4. <u>CATEGORY</u> 4 Location of Offices

5 Points Possible

Scoring Criteria: Points will be awarded primarily for the closeness of the Respondent's office to the District which will have direct responsibility for this Project with adjustments for other offices involved with the Project.

5. <u>CATEGORY 5 Willingness to Meet Time and Budget Requirements</u> 5 Points Possible Scoring Criteria: Respondent's ability and desire to meet time and budget requirements including staffing levels and past performance on previous projects, etc.

6. <u>CATEGORY 6 Recent, Current and Projected Workloads</u>5 Possible PointsScoring Criteria: Respondent's recent, current and projected workloads.

7. CATEGORY 7 Certified Minority Business Enterprise 5 Points Possible

Scoring Criteria: Whether the firm is a Certified Minority Business Enterprise. Here, the Evaluation Committee will award either all eligible points or none.

# **PEACE CROSSING**

# **COMMUNITY DEVELOPMENT DISTRICT**

# **Stantec**

# Stantec Consulting Services Inc.

6920 Professional Parkway Sarasota, Florida 34240 Tel: 941-907-6900

September 26, 2024

#### PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

#### **PUBLIC FACILITIES REPORT**

#### **SEPTEMBER 2024**

 Provide a description of existing public facilities owned and operated by the special district. This description should include the current location, capacity, and current demands placed on the facility.

The District has recently been created and does not own any public facilities at this time.

 Provide a description of each public facility the District is building, improving or expanding, or is currently proposing to build, improve, or expand within seven years. For each public facility identified, describe how the District currently proposes to finance the facility.

ViaTerra Blvd: This is the main "spine road" throughout the project which will serve future development. The facility will be the main infrastructure road and will therefore include utilities and stormwater facilities.

Thompson Nursery Road Intersection Improvements: This includes expanding Thompson Nursery Road by adding turn lanes and a signal.

US 27 Intersection: This includes expanding Thompson Nursery Road by adding turn lanes and a signal.

All of these projects are proposed to be financed by District bonds or developer funding.

A copy of the District's Capital Improvement Plan to be implemented within the next seven years is attached hereto.

3. If the special district currently proposes to replace any of the facilities identified in Paragraph 1 or Paragraph 2 within the next ten years, then a date for scheduled replacement of said amenities shall be provided.

It is not anticipated that any facilities will be replaced over the next 10 years.

Reference: Peace Crossing CDD - Public Facilities Report

4. Provide the anticipated time the construction, improvement or expansion of each facility will be completed.

ViaTerra Blvd Phase 1: 2 years ViaTerra Blvd Phase 2: 3 years ViaTerra Blvd Phase 3: 4 years Thompson Nursery Road: 2 years

US 27 Intersection: 3 years

CDD Park Spaces and Amenities: 3 years

Master Amenity: 2 years Neighborhood Infrastructure

> Pod A: 2 years Pod B: 2 years

Pod C: 2 years

Pod D: 3 years

Pod E: 4 years

Pod F: 5 years

5. Provide the anticipated capacity of and demands of each public facility when completed. In the case of an improvement/expansion of a public facility, both the existing and anticipated capacity shall be listed.

All public facilities have been adequately sized for the Districts' needs. The services needed for the public facilities have been committed by the local governments and utility companies providing the services. The capacity of the facilities is measured to meet only the demands of development totals up to 4,061 Equivalent Dwelling Units (EDU).

Approved projects to date:

Pod A: 365 EDUs

Remaining capacity: 4,061 EDU - 365 EDU = 3,696 EDU

# PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT

Master Plan of Improvements



Prepared for: Lake Wales Property Holdings, LLC c/o BTI Partners 401 East Las Olas Blvrd, Suite 1870 Fort Lauderdale, Florida 33301

Prepared by: Stantec Consulting Services Inc. 6920 Professional Parkway Sarasota, Florida 34235

# PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT

# **Table of Contents**

**SECTION A - INTRODUCTION** 

**SECTION B - EXISITNG CONDITIONS** 

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**EXHIBIT A - AERIAL LOCATION MAP** 

**EXHIBIT B - SKETCH AND LEGAL DESCRIPTION** 

**EXHIBIT C - DRAINAGE MAP** 

**EXHIBIT D - EXISTING UTILITIES MAP** 

**EXHIBIT E - FUTURE LAND USE MAP** 

# SECTION A INTRODUCTION

#### 1. General

The Peace Creek Community Development District (the CDD) is a special purpose unit of local government established by the Florida Legislature pursuant to Chapter 2020-191, Laws of Florida ("Act").

The Peace Creek Community Development District (the CDD) was created to construct and maintain public works and utilities including water, sewer, drainage, irrigation, water management, parks, recreational facilities, roadway or related activities.

## 2. Purpose and Scope

The purpose of this Bond Validation Report is to present the nature and extent of the improvements which may be implemented by The CDD for and on behalf of the CDD, which improvements will thereafter be owned, operated and/or maintained by either The CDD or another legally empowered entity. The text of this report generally describes the existing land within the CDD, the proposed improvements and recommendations. The report is not intended to be used for exact representation or for construction purposes since detailed construction documents for all of the proposed improvements have not yet been finalized.

#### 3. Lands in Peace Creek Community Development District (The CCD)

An Aerial Location Map showing the location of The CDD is included as Exhibit A. The Legal Description(s) and Sketch(s) are included as Exhibit B and reflect the lands to be included in The CDD. These lands total approximately 1,837.819 acres.

# SECTION B EXISTING CONDITIONS

# 1. Topography

The area within The CDD ranges from approximately 116 feet elevation to 132 feet elevation, and the project survey based on NGVD Vertical Datum. The lower elevations occur in the wetlands and along the Peace Creek Drainage Canal. The land within The CDD are undeveloped row crops and rangelands, and wetlands.

#### 2. Soil and Vegetation

Based on the Geotechnical Report prepared by ECS Florida, LLC, the predominant surficial soil types within The CDD are identified as sand (SP) and sand with slit (SP-SM) for upland areas. The wetlands in the area have visible ponding in select areas which indicate a clay or silt layer with a perched water table. The site is predominantly open pastures, however there are select areas with existing trees.



### 3. Land Use and Zoning

The proposed District is located within City of Lake Wales, Florida. The entire project area is undeveloped at this time. The land contains Planned Development Mixed-Use (PDMU) zoning and is subject to a Master Development Plan (MDP). The future land use within The CDD boundary is Mixed Use and Rural Residential or No/Unknown. The PDMU Zoning category was approved by the City of Lake Wales on August 17, 2021 and was further modified on December 20, 2022.

# SECTION C INFRASTRUCTURE PLANS

## 1. Public Infrastructure Improvements

The CDD is intended to be formed in order to finance infrastructure design and construction required to provide public infrastructure for the project and its ultimate property owners.

The improvements for the project will be consistent with the City of Lake Wales Land Use and Development Regulation Code and may include:

- Public Roadways, including thoroughfares, arterial, collector, or local streets
- Stormwater Improvements
- Water and Sewer facilities
- Master Irrigation facilities
- Public Roadway Landscape, Lighting, Signage, and Furnishings
- Entry features
- Engineering and Contingencies
- Drainage
- Lakes
- Parks
- Amenity Center
- All other improvements, infrastructure and facilities authorized by Chapter 190, Florida Statutes

Access to the project will be provided via proposed signalized intersection on US 27 and Thompson Nursery Rd. Potable water, reclaimed water and sanitary sewer services will be provided by City of Lake Wales Utilities.



### 2. Permitting

A portion of the required permits have already been applied for while other required permits will be applied for at a later date. It is our opinion that there are no technical reasons existing at this time which would prohibit the permitting and construction of the planned infrastructure, subject to continued compliance with agency criteria and conditions of the already approved plans and permits.

Permits necessary to complete the Project are, in our opinion, obtainable from the permitting agencies, subject to reasonable, normal and customary permit conditions.

# 3. Estimated Costs of Master Improvements

Table 1 lists the components of the planned master infrastructure improvements for The CDD, together with their estimated costs of design and construction. The Table also includes an estimate of administrative, engineering and other fees, and contingencies associated with the improvements. The total estimated cost of improvements is \$96,325,000.

TABLE 1: MASTER INFRASTRUCTURE					
PEACE CREEK COMMUNITY DEVE	<b>ELOPMENT DISTRIC</b>	T			
DESCRIPTIONS					
ROADWAYS	\$	26,978,000			
STREET/ENTRY LIGHTING	\$	1,450,000			
DRAINAGE	\$	13,125,000			
WATER, WASTEWATER, RECLAIM	\$	11,562,000			
CLEARING & EARTHWORK	\$	3,683,000			
LANDSCAPING/LAKES/IRRIGATION	\$	1,450,000			
AMENITY CENTERS	\$	10,200,000			
PARKS, RECREATION, SECURITY	\$	4,987,000			
PROFESSIONAL FEES, DESIGN & PERMITTING	\$	7,195,000			
ENTRANCE FEATURES & SIGNS	\$	3,500,000			
CONSULTANTS/CONTINGENCIES/OTHER	\$	7,195,000			
WETLAND MITIGATION	\$	5,000,000			
TOTAL	\$	96,325,000			

Please note that estimated individual element totals may vary and are only to establish a Total Estimated Costs of Improvements. The costs estimated herein do not include anticipated carrying cost, interest reserves, or other anticipated CDD expenditures that may be incurred.

# 4. Estimated Costs of Neighborhood Infrastructure Costs

The Master Infrastructure described herein only allows for the development of the pods of land ("Neighborhoods"). It does not include all the public infrastructure for the residential lands to be fully developed, there is a need for additional public infrastructure in addition to the Master Infrastructure.

Each Neighborhood will require certain components of Public Infrastructure in order to people to live in a residence ("Neighborhood Infrastructure"). This Public Infrastructure includes, but is not limited to include:

- --Streets:
- --Street Signage and/or Signalization;
- --Street Lighting;
- --Sidewalks, Trails, and Multi-Use Paths;
- --Stormwater Management Facilities;
- --Drainage Improvements, including but limited to curbs, gutters, inlets, and pipes;
- --Potable Water Infrastructure;
- --Sanitary Sewer Infrastructure and Lift Stations;
- --Landscaping;
- --Hardscaping
- --Irrigation;
- --Boat Lifts:
- --Other public infrastructure permitted by section 190.012, F.S.; and
- -- Associated professional fees and permit/inspection fees.

The cost of Neighborhood Infrastructure is estimated as follows:

TABLE 2: NEIGHBORHOOD INFRASTRUCTURE					
	PEACE CREEK COMMUNITY DEVELOR	PMENT DISTRIC	T		
<u>Neighborhood</u>	Estimated # of Residential Units	Total Neig	hborhood Infrastructure Costs		
Α	412	\$	20,124,000.00		
В	548	\$	33,294,000.00		
С	388	\$	23,957,000.00		
D	660	\$	40,881,000.00		
Е	731	\$	41,690,000.00		
F	363	\$	24,535,000.00		
Totals	3102	\$	184,481,000.00		

Note: The entitled residential unit count is 6,100 and includes a total of 3,350 Single Family Dwelling Units, and 2,750 Multi-Family Dwelling Units; Single Family Residential Units are estimated in the table above, but are subject to modification or adjustment per design and permitting.

# SECTION D MAINTENANCE RESPONSIBILITIES

Maintenance and operational responsibilities of the Project will include the following:

- 1. Maintenance and operation of the Entry features and Landscaping and Irrigation associated with the roadway system are expected to be the responsibility of The CDD.
- 2. Maintenance and operation of the potable water and sanitary sewer systems will be the responsibility of City of Lake Wales and/or The CDD.
- 3. Maintenance and operation of the stormwater management system will be the responsibility of The CDD.
- 4. Maintenance and operation of the off-site roadway improvements will be the responsibility of Polk County or FDOT depending on the ownership of the road.
- 5. Maintenance of all other improvements, infrastructure and facilities authorized by Chapter 190, Florida Statutes.

# SECTION E SUMMARY AND CONCLUSION

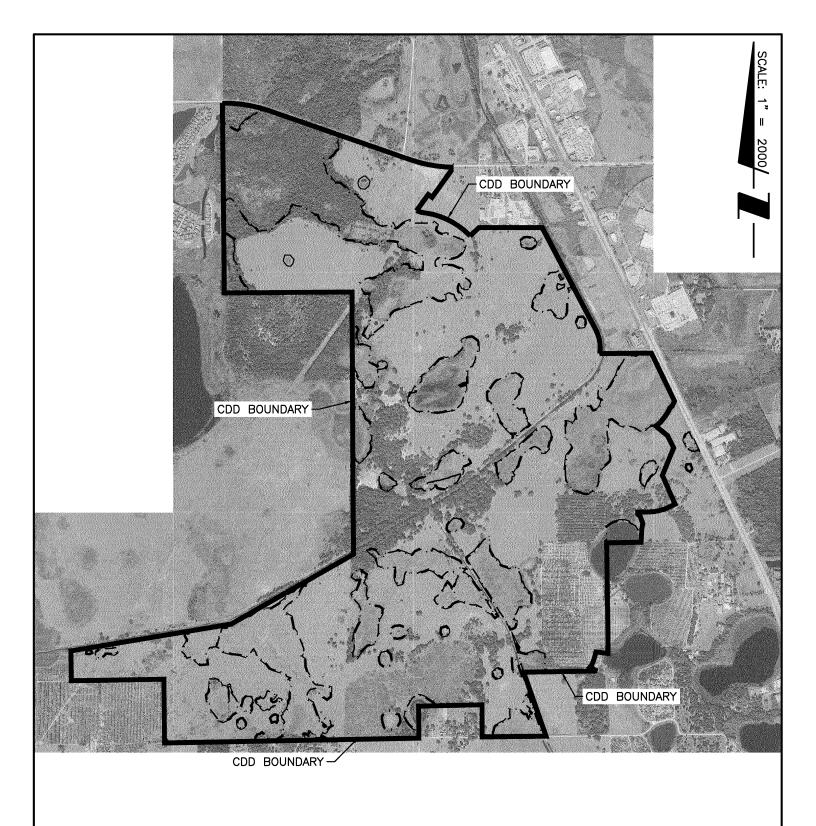
The Improvements as outlined are necessary for the functional development of the Project. The Project is being designed in accordance with current governmental regulatory requirements. The Project will serve its intended function so long as the construction is in substantial compliance with the design. Items of construction for the Project are based upon current development plans.

It is our professional opinion that the infrastructure costs provided herein for The CDD improvements for the Project are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to The CDD. These estimated costs are based upon prices currently being experienced for similar items of work in Southwest Florida and expected inflation in the future. Actual costs may vary based on final engineering, planning and approvals from regulatory agencies.



# EXHIBIT A AERIAL LOCATION MAP





PROJECT: LAKE WALES MIXED USE CDD LIMITS

CLIENT: LAKE WALES PROPERTY HOLDINGS, LLC



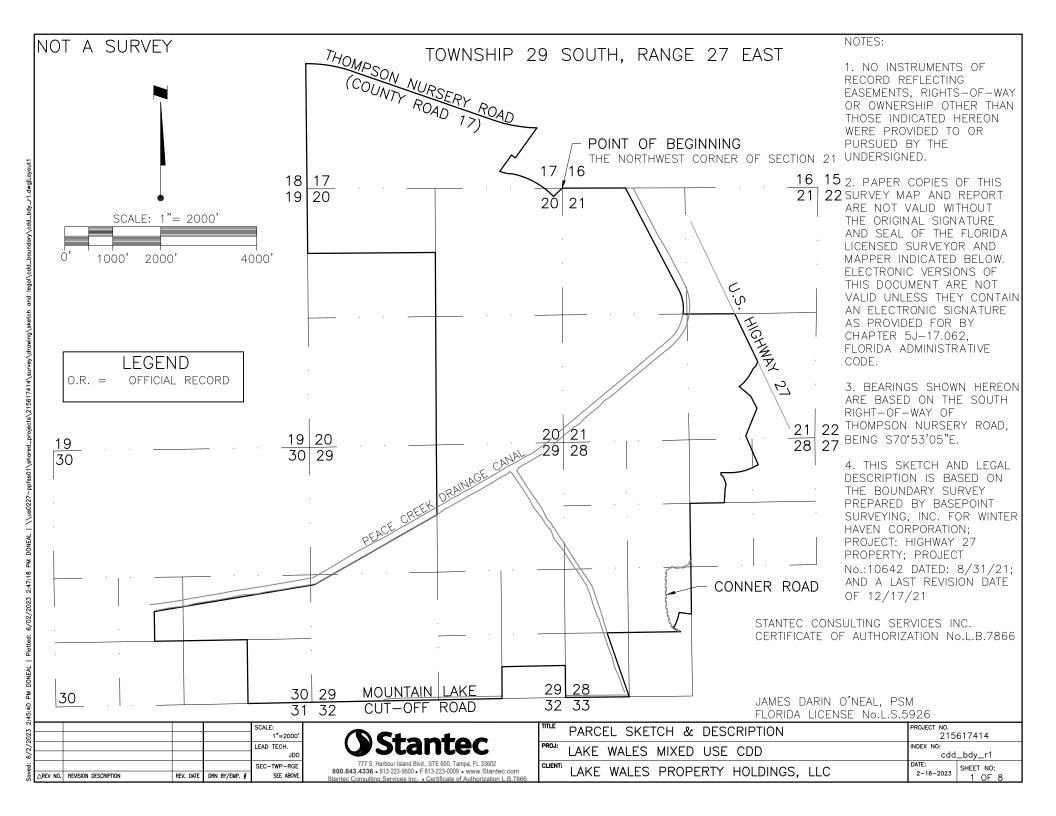
6900 Professional Parkway East, Sarasota, FL 34240-8414 Phone 941-907-6900 • Fax 941-907-6910 Certificate of Authorization #27013 • www.stantec.com The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

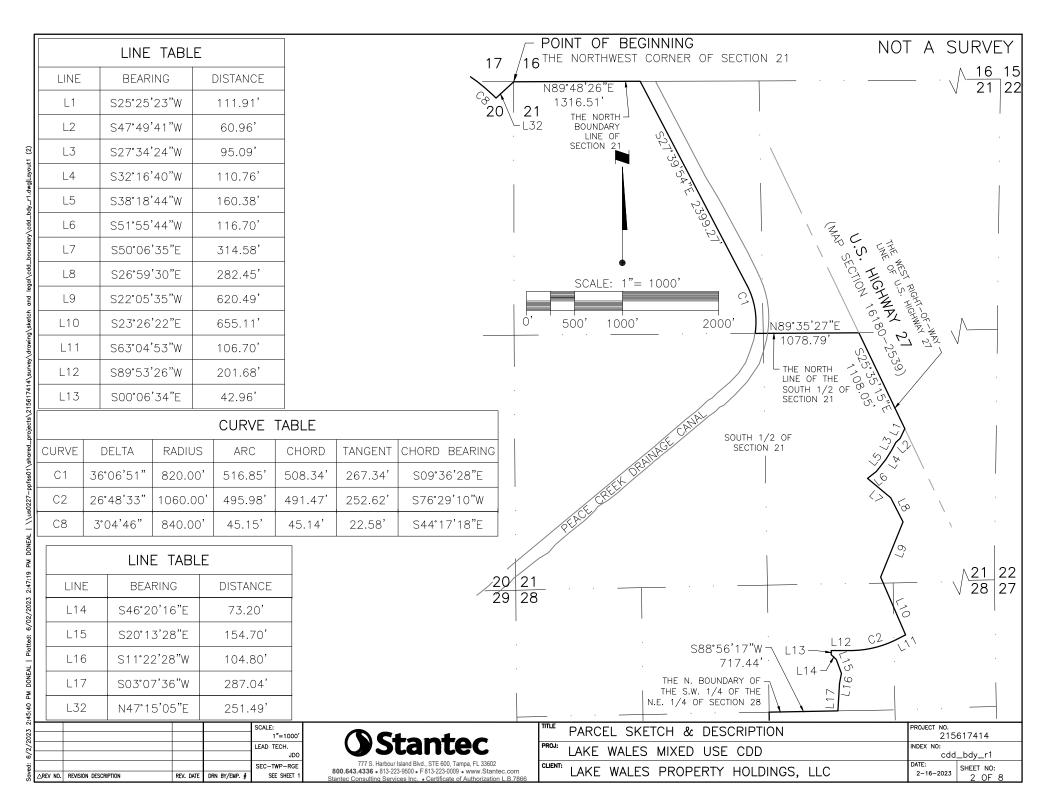
# GENERAL LOCATION MAP

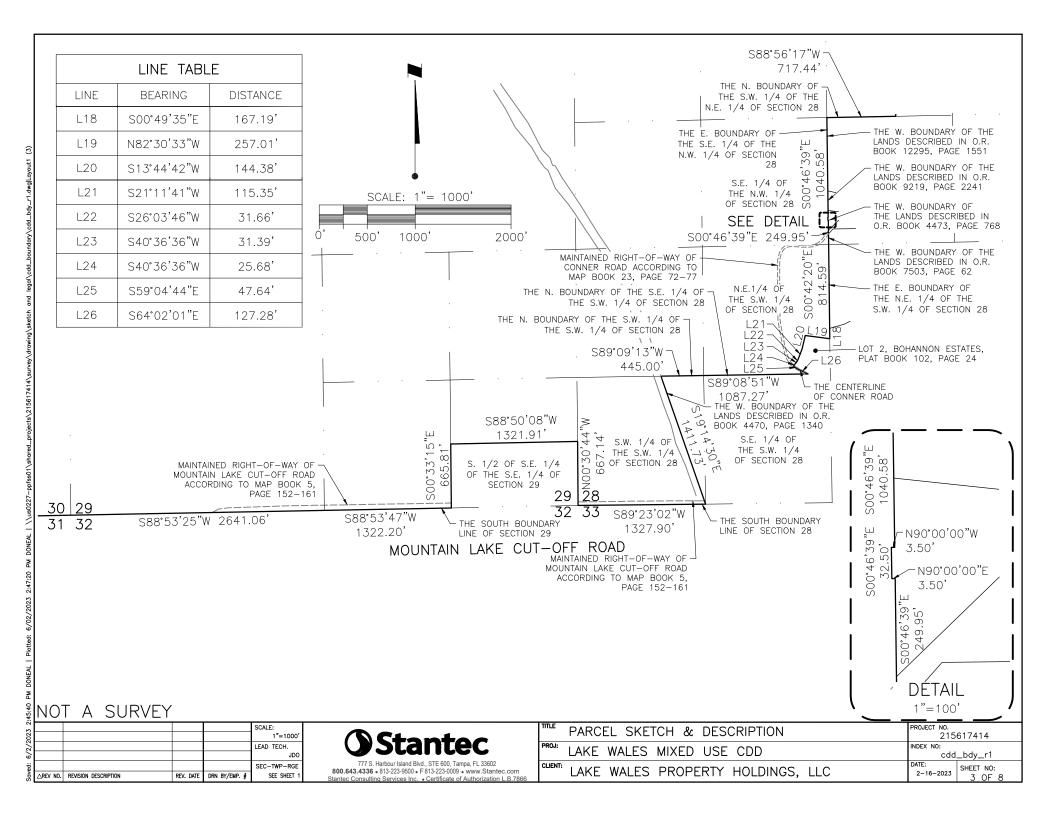
SCALE: 1" = 2000'	DATE: 01/2023
SEC: 17,18,20,TWP: RGE:	REV NO:
21,28,29 29S 27E	
PROJECT NO.	INDEX NO:
215617414	215617414-02C-808EXH
DRWN BY/EMP NO.	SHEET NO:
BLB/117073	2 OF 2

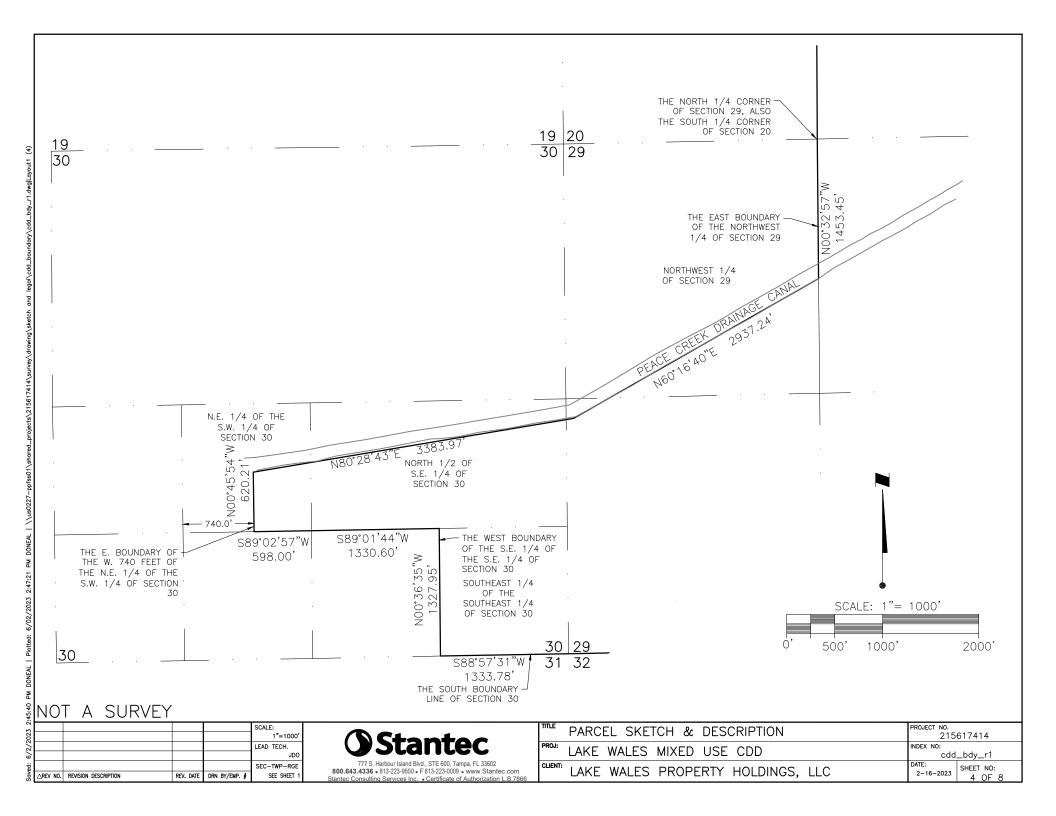
# EXHIBIT B SKETCH AND LEGAL DESCRIPTION

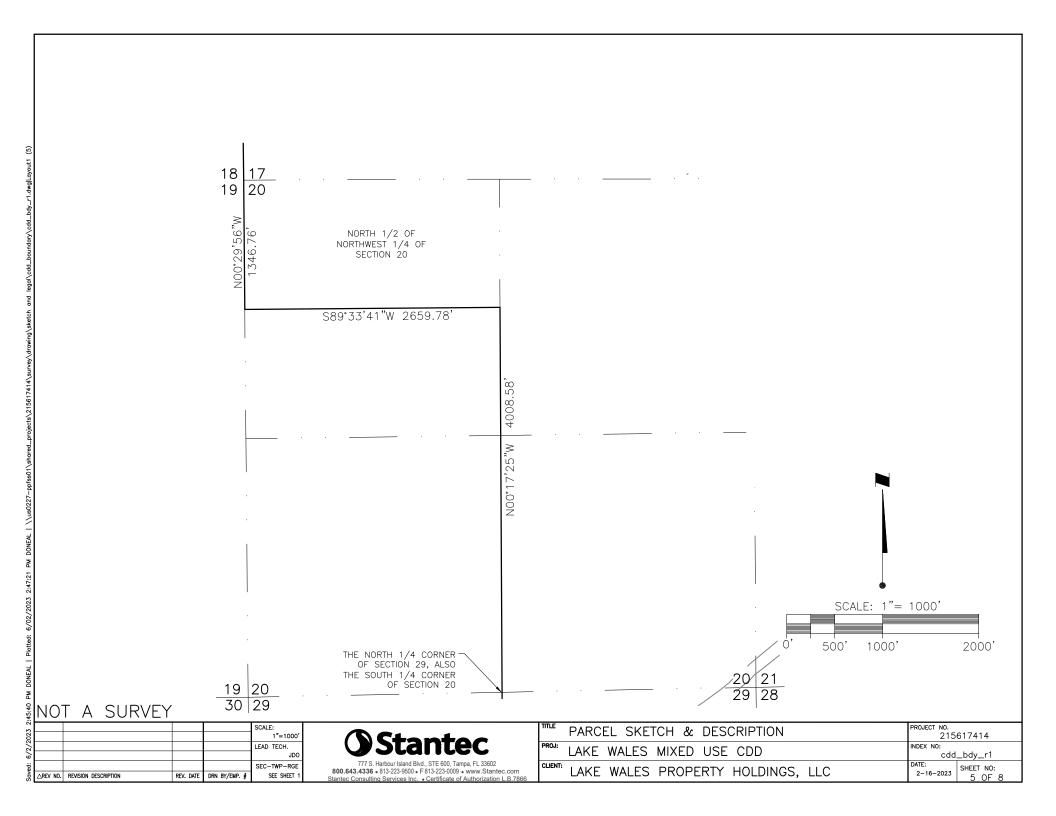


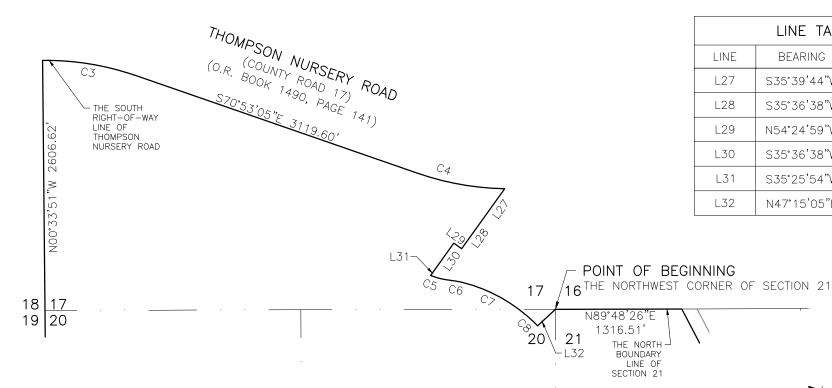












LINE TABLE					
LINE	BEARING	DISTANCE			
L27	S35°39'44"W	426.26'			
L28	S35°36'38"W	342.19'			
L29	N54°24'59"W	100.00'			
L30	S35°36'38"W	352.92'			
L31	S35°25'54"W	63.16'			
L32	N47°15'05"E	251.49'			

			CURVE	TABLE		
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C3	19°53'40"	2824.66	980.79	975.87	495.38'	S80°49'55"E
C4	18°10'03"	2904.66	921.03	917.17	464.41	S79°58'07"E
C5	17°02'58"	720.00'	214.25	213.46	107.92	S76°15'41"E
C6	9°14'48"	840.00'	135.56	135.41	67.93'	S80°09'46"E
C7	29°42'41"	1660.00'	860.82	851.20'	440.32	S60°41'02"E
C8	3°04'46"	840.00'	45.15	45.14	22.58'	S44°17'18"E

# SCALE: 1"= 1000" 500' 1000' 2000'

# NOT A SURVEY

~ l					SCALE:
707					1"=1000'
7					LEAD TECH.
9					JD0
9					SEC-TWP-RGE
ğ	△REV NO.	REVISION DESCRIPTION	REV. DATE	DRN BY/EMP. #	SEE SHEET 1

777 S. Harbour Island Blvd., STE 600, Tampa, FL 33602 800.643.4336 • 813-223-9500 • F813-223-0009 • www. Stantec.com Stantec Consulting Services Inc. • Certificate of Authorization L.B.7866

TIT	TLE	PARCI	EL SKET	TCH & DES	SCRIPTION		PROJECT NO. 215	617414
PF	ROJ:	LAKE	WALES	MIXED USI	E CDD		INDEX NO: cdd.	_bdy_r1
CL	JENT:	LAKE	WALES	PROPERTY	HOLDINGS,	LLC	DATE: 2-16-2023	SHEET NO: 6 OF 8

POINT OF BEGINNING

N89°48'26"E

1316.51 THE NORTH-BOUNDARY LINE OF SECTION 21

LEGAL DESCRIPTION:

NOT A SURVEY

A PARCEL OF LAND LYING WITHIN SECTIONS 17, 20, 21, 28, 29 AND 30, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 21, N89°48'26"E, 1,316.51 FEET; THENCE S27°39'54"E, 2,399.27 FEET TO A POINT A CURVATURE; THENCE 516.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36°06'51". HAVING A RADIUS OF 820.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S09°36'28"E, 508.34 FEET TO THE NORTH BOUNDARY LINE OF THE SOUTH 1/2 OF SAID SECTION 21: THENCE ALONG SAID NORTH LINE, N89°35'27"E, 1,078.79 FEET TO THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY 27, ACCORDING TO MAP SECTION 16180-2539: THENCE ALONG SAID WEST RIGHT-OF-WAY. S25°35'15"E. 1108.05 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY, S25°25'23"W, 111.91 FEET; THENCE S47°49'41"W, 60.96 FEET; THENCE S27°34'24"W, 95.09 FEET; THENCE S32°16'40"W, 110.76 FEET; THENCE S38°18'44"W, 160.38 FEET; THENCE S51°55'44"W, 116.70 FEET; THENCE S50°06'35"E, 314.58 FEET; THENCE S26°59'30"E, 282.45 FEET; THENCE S22°05'35"W, 620.49 FEET; THENCE S23°26'22"E, 655.11 FEET; S63°04'53"W, 106.70 FEET TO A POINT OF CURVATURE; THENCE 495.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 26°48'33", SAID CURVE HAVING A RADIUS OF 1060.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S76°29'10"W, 491.47 FEET TO A POINT OF TANGENCY; THENCE S89°53'26"W, 201.68 FEET; THENCE S00°06'34"E, 42.96 FEET; THENCE S46°20'16"E, 73.20 FEET; THENCE S20°13'28"E, 154.70 FEET; THENCE S11°22'28"W, 104.80 FEET; THENCE S03°07'36"W, 287.04 FEET TO THE TO THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE S88\*56'17"W, 717.44 FEET ALONG SAID NORTH BOUNDARY TO THE EAST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28, AND THE WEST BOUNDARY OF THE LAND DESCRIBED IN OFFICIAL RECORD BOOK 12295, PAGE 1551 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA: THENCE ALONG THE WEST BOUNDARIES OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOKS 12295, PAGE 1551, BOOK 9219, PAGE 2241, BOOK 4473, PAGE 768, AND BOOK 7503, PAGE 62, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BY THE FOLLOWING (5) FIVE COURSES: (1) S00°46'39"E, 1,040.58 FEET, (2) N90°00'00"W, 3.50 FEET, (3) S00°46'39"E, 32.50 FEET, (4) N90°00'00"E, 3.50 FEET, (5) SOO\*46'39"E. 249.95 FEET TO THE CENTER OF SAID SECTION 28: THENCE ALONG THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28. SO0°42'20"E, 814.59 FEET: THENCE CONTINUE ALONG SAID BOUNDARY SO0°49'35"E, 167.19 FEET TO THE NORTHEAST CORNER OF LOT 2. BOHANNON ESTATES, ACCORDING THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 102, PAGE 24 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARIES OF SAID LOT 2 BY THE FOLLOWING FIVE (5) COURSES: (1) N82°30'33"W, 257.01 FEET, (2) S13°44'42"W, 144.38 FEET, (3) S21°11'41"W, 115.35 FEET, (4) S26°03'46"W, 31.66 FEET, (5) S40°36'36"W, 31.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE CONTINUE S40°36'36"W, 25.68 FEET TO THE CENTERLINE OF CONNER ROAD AS DEPICTED BY SAID PLAT; THENCE ALONG SAID CENTERLINE BY THE FOLLOWING TWO (2) COURSES: (1) S59°04'44"E, 47.64 FEET, (2) S64°02'01"E, 127.28 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 28: THENCE ALONG SAID NORTH BOUNDARY S89'08'51"W. 1,087.27 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 28; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28, S89°09'13"W, 445.00 FEET TO THE WEST BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4470, PAGE 1340 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WEST BOUNDARY \$19°14'30"E, 1.411.73 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SAID SECTION 28: THENCE ALONG SAID SOUTH BOUNDARY. S89°23'02"W, 1,327.90 TO THE SOUTHEAST CORNER OF SECTION 29: THENCE ALONG THE EAST, NORTH AND WEST BOUNDARY LINES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29 BY THE FOLLOWING THREE (3) COURSES: (1) NO0°30'44"W, 667.14 FEET, (2) S88°50'08"W, 1,321.91 FEET, (3) SOO°33'15"E, 665.81 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY LINE OF THE SOUTHEAST 1/4 OF AFOREMENTIONED SECTION 29; THENCE ALONG SAID SOUTH BOUNDARY LINE S88°53'47"W, 1,322.20 FEET TO THE SOUTH 1/4 CORNER OF SECTION 29; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, S88'53'25"W, 2.641.06 FEET TO THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 27 EAST: THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 30, S88°57'31"W, 1,333.78 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30;

4.						
3					SCALE:	Г
202					N/A	ı
2/2					LEAD TECH.	ı
9					JD0	ı
ë					SEC-TWP-RGE	ı
Š	△REV NO.	REVISION DESCRIPTION	REV. DATE	DRN BY/EMP. #	SEE SHEET 1	ı



antec Consulting Services Inc. • Certificate of Authorization L.B.7866

I	TITLE	PARCEL SKETCH & DESCRIPTION	PROJECT NO. 215617414
I	PROJ:	LAKE WALES MIXED USE CDD	INDEX NO: cdd_bdy_r1
	CLIENT:	LAKE WALES PROPERTY HOLDINGS, LLC	DATE: SHEET NO: 7 OF 8

#### LEGAL DESCRIPTION:

THENCE ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, NO0°36'35"W, 1,327.95 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 SAID SECTION 30, S89°01'44"W, 1,330.60 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, S89°02'57"W, 598.00 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE WEST 740 FEET OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE ALONG SAID EAST BOUNDARY LINE, NO0°45'54"W, 620.21 FEET; THENCE N80°28'43"E, 3,383.97 FEET; THENCE N60°16'40"E, 2.937.24 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF AFOREMENTIONED SECTION 29: THENCE ALONG SAID EAST BOUNDARY, NOO°32'57"W, 1,453.45 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 29, ALSO BEING THE SOUTH 1/4 CORNER OF SECTION 20, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 20, NO0°17'25"W, 4,008.58 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG THE SOUTH BOUNDARY LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 20, S89°33'41"W, 2.659.78 FEET TO THE SOUTHWEST CORNER THEREOF: THENCE ALONG THE WEST BOUNDARY LINE OF SAID NORTH 1/2 OF THE NORTHWEST 1/4, NOO°29'56"W, 1,346.76 FEET TO THE NORTHWEST CORNER OF SAID SECTION 20, ALSO BEING THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE ALONG THE WEST BOUNDARY LINE OF SAID SECTION 17, NO0°33'51"W, 2,606.62 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY OF THOMPSON NURSERY ROAD (COUNTY ROAD 17), ACCORDING TO OFFICIAL RECORD BOOK 1490, PAGE 141, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE ARC OF A CURVE: THENCE ALONG SAID SOUTH RIGHT-OF-WAY BY THE FOLLOWING THREE (3) COURSES: (1) 980.79 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°53'40". HAVING A RADIUS OF 2,824.66 FEET AND BEING SUBTENDED BY A CHORD BEARING S80°49'55"E, 975.87 FEET, (2) S70°53'05"E, 3,119.60 FEET TO A POINT OF CURVATURE, (3) 921.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°10'03", HAVING A RADIUS OF 2,904.66 FEET AND BEING SUBTENDED BY A CHORD BEARING S79°58'07"E, 917.17 FEET; THENCE S35°39'44"W, 426.26 FEET; THENCE S35°36'38"W, 342.19 FEET; THENCE N54°24'59"W, 100.00 FEET; THENCE S35°36'38"W, 352.92 FEET; THENCE S35°25'54"W, 63.16 FEET TO A POINT ON THE ARC OF A CURVE; THENCE 214.25 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17°02'58". HAVING A RADIUS OF 720.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S76°15'41"E. 213.46 FEET TO A POINT OF REVERSE CURVATURE: THENCE 135.56 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°14'48". HAVING A RADIUS OF 840.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S80°09'46"E, 135.41 FEET TO A POINT OF COMPOUND CURVATURE; THENCE 860.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°42'41", HAVING A RADIUS OF 1,660.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S60°41'02"E, 851.20 FEET TO A POINT OF COMPOUND CURVATURE; THENCE 45.15 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°04'46", HAVING A RADIUS OF 840.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S44\*17'18"E, 45.14 FEET; THENCE N47\*15'05"E, 251.49 FEET TO THE POINT OF BEGINNING. SUBJECT TO MAINTAINED RIGHTS-OF-WAY FOR CONNER ROAD AND MOUNTAIN LAKE CUT-OFF ROAD.

CONTAINING 1,863.752 ACRES (81,185,027 SQUARE FEET), MORE OR LESS.

# INOT A SURVEY

2					SCALE:
Ś					N/A
, ,					LEAD TECH.
6					JD0
9					SEC-TWP-RGE
ğ	△REV NO.	REVISION DESCRIPTION	REV. DATE	DRN BY/EMP. #	SEE SHEET 1

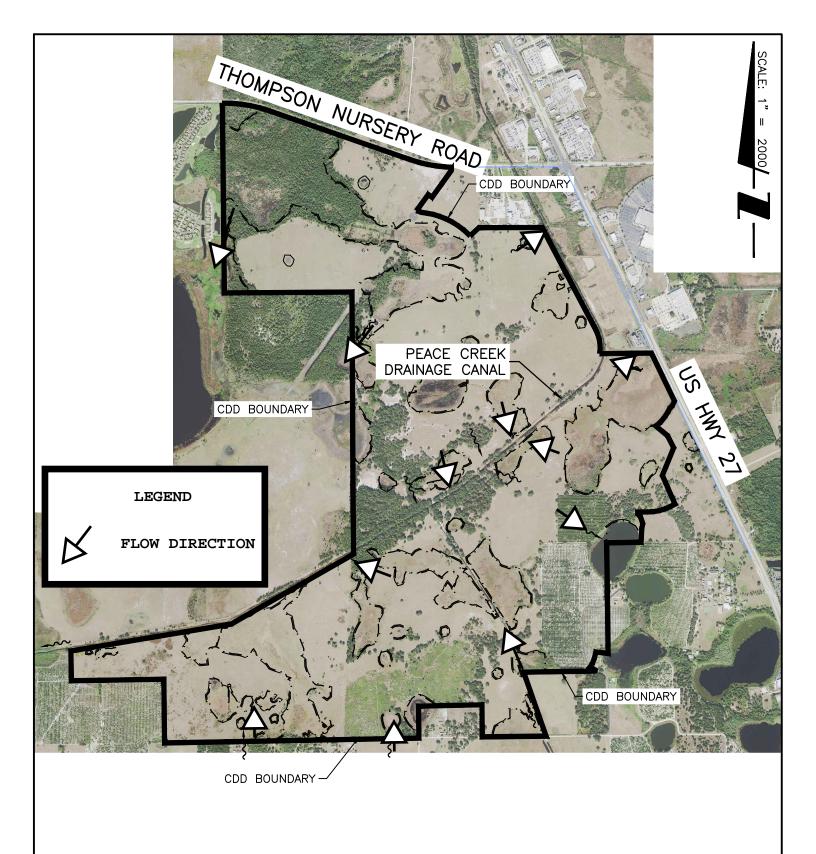


	TITLE	PARCEL	SKET	CH &	DES	CRIPTION		PROJECT NO. 2156	617414
	PROJ:	LAKE WA	ALES	MIXED	USE	CDD		INDEX NO: cdd	_bdy_r1
ĺ	CLIENT:	LAKE W	ALES	PROPE	RTY	HOLDINGS,	LLC	DATE: 2-16-2023	SHEET NO: 8 OF 8

PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT MARCH 2023

# **EXHIBIT C DRAINAGE MAP**





PROJECT: LAKE WALES MIXED USE CDD

CLIENT: LAKE WALES PROPERTY HOLDINGS, LLC

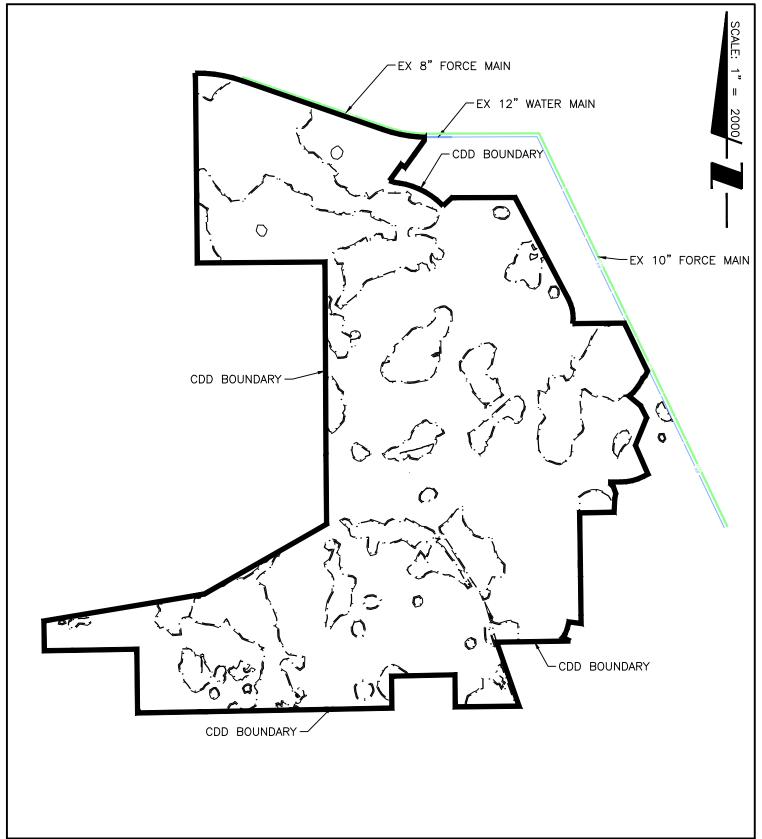


6900 Professional Parkway East, Sarasota, FL 34240-8414 Phone 941-907-6900 • Fax 941-907-6910 Certificate of Authorization #27013 • www.stantec.com The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

GENERAL DRAINAG	SE MAP
SCALE: 1" = 2000'	DATE: 01/2023
SEC: 17,18,20, <sup>TWP:</sup> RGE: 21,28,29 29S 27E	REV NO:
PROJECT NO. 215617414	INDEX NO: 215617414-02C-813EXH
DRWN BY/EMP NO. BLB/117073	SHEET NO: 2 OF 2

# **EXHIBIT D EXISTING UTILITIES MAP**





PROJECT: LAKE WALES MIXED USE EXISTING UTILITES

CLIENT: LAKE WALES PROPERTY HOLDINGS, LLC



# Stantec

6900 Professional Parkway East, Sarasota, FL 34240-8414

Phone 941-907-6900 • Fax 941-907-6910

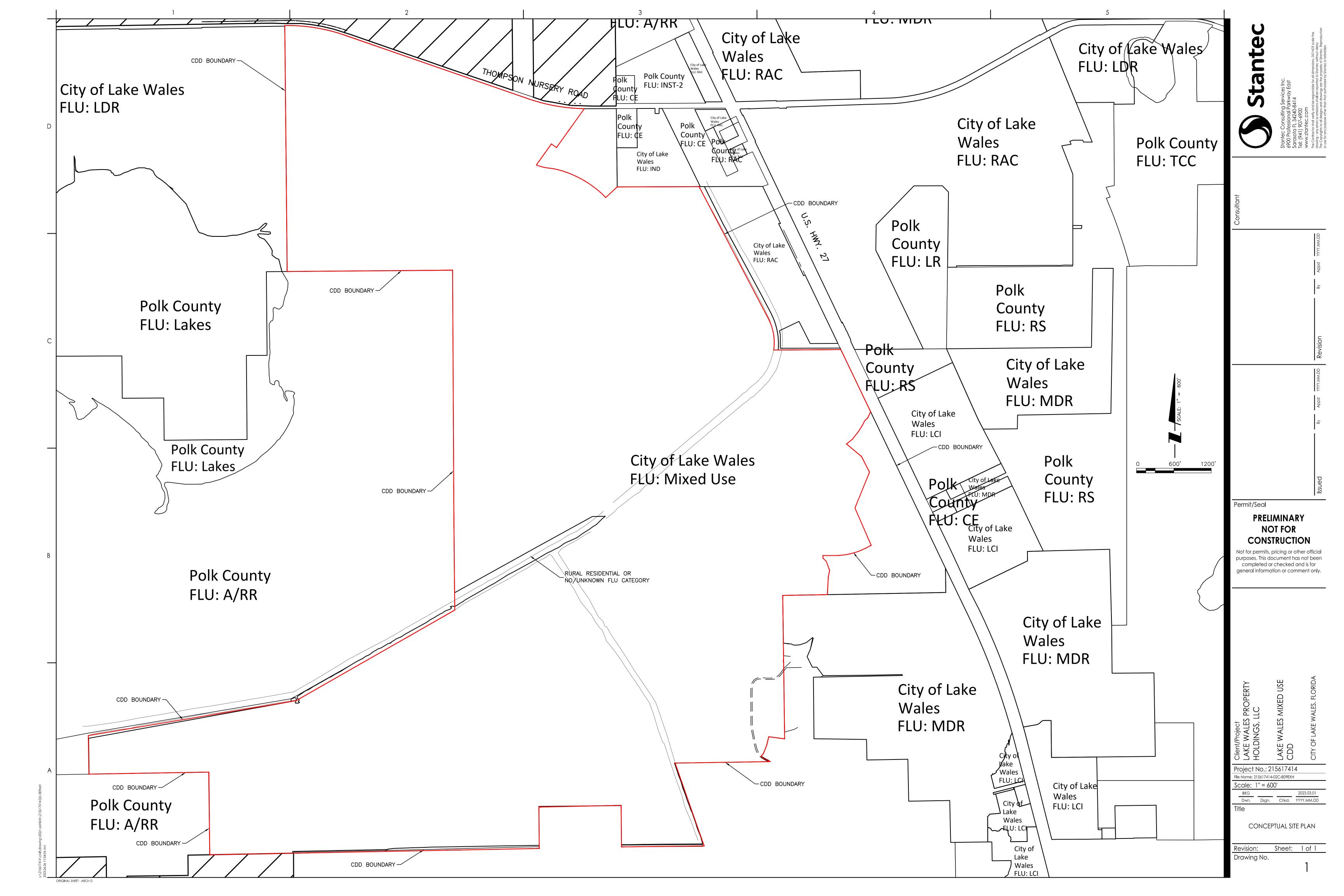
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EXISTING UTILITII	ES MAP
SCALE: 1" = 2000'	DATE: 01/2023
SEC: 17,18,20,TWP: RGE: 21,28,29 29S 27E	REV NO:
PROJECT NO. <b>215617414</b>	INDEX NO: 215617414-02C-808EXH
DRWN BY/EMP NO. BLB/117073	SHEET NO: 2 OF 2

# EXHIBIT E FUTURE LAND USE MAP





# PEACE CROSSING

**COMMUNITY DEVELOPMENT DISTRICT** 

# UNAUDITED FINANCIAL STATEMENTS

PEACE CROSSING
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2024

# PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS SEPTEMBER 30, 2024

	General Fund	Debt Service Fund	Capital Projects Fund	Total ernmental Funds
ASSETS				
Cash	\$ 2,943	\$ -	\$ -	\$ 2,943
Due from Landowner	23,722	-	6,645	30,367
Due from other governments	14	-	-	14
Prepaid expense	5,250			 5,250
Total assets	\$ 31,929	\$ -	\$ 6,645	\$ 38,574
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 20,680	\$ -	\$ 6,645	\$ 27,325
Due to Landowner	-	30,413	13,976	44,389
Landowner advance	6,000	-	-	6,000
Total liabilities	26,680	30,413	20,621	77,714
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	13,906	_	_	13,906
Unearned revenue	5,250	_	_	5,250
Total deferred inflows of resources	19,156		-	19,156
Fund balances: Restricted for:				
Debt service	-	(30,413)	-	(30,413)
Capital projects	-	-	(13,976)	(13,976)
Unassigned	(13,907)	-	-	(13,907)
Total fund balances	(13,907)	(30,413)	(13,976)	(58,296)
Total liabilities, deferred inflows of resources				
and fund balances	\$ 31,929	\$ -	\$ 6,645	\$ 38,574

# PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

# STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Current	Year to		% of
	Month	Date	Budget	Budget
REVENUES				
Landowner contribution	\$ 12,436	\$ 74,813	\$83,682	89%
Total revenues	12,436	74,813	83,682	89%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	24,000	40,000	60%
Legal	6,672	40,563	25,000	162%
Engineering	-	4,800	2,000	240%
Dissemination agent*	_	,000	667	0%
Telephone	33	200	200	100%
Postage	35	233	500	47%
Printing & binding	83	500	500	100%
Legal advertising	1,400	15,686	6,500	241%
Annual special district fee	, -	, -	175	0%
Insurance	1,323	1,323	5,500	24%
Contingencies/bank charges	282	1,205	750	161%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	210	210	100%
Total expenditures	13,828	88,720	83,682	106%
Excess/(deficiency) of revenues				
over/(under) expenditures	(1,392)	(13,907)	-	
, , , ,	, ,	,		
Fund balances - beginning	(12,515)			
Fund balances - ending	\$(13,907)	\$ (13,907)	\$ -	
*Those items will be realized when bende are issued				

# PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Curr Mor		Year To Date	)
REVENUES	\$	-	\$	-
Total revenues				<u> </u>
EXPENDITURES				
Debt service				
Cost of issuance			30,413	3_
Total expenditures			30,413	3_
Excess/(deficiency) of revenues over/(under) expenditures		-	(30,41	3)
Fund balances - beginning Fund balances - ending	(30, \$(30,	413) 413)	\$(30,413	<u>-</u> 3)

# PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues		
EXPENDITURES		
Capital outlay	6,645	13,976
Total expenditures	6,645	13,976
Excess/(deficiency) of revenues	(C CAE)	(42.076)
over/(under) expenditures	(6,645)	(13,976)
Fund balances - beginning	(7,331)	
Fund balances - ending	\$(13,976)	\$ (13,976)

# PEACE CROSSING

# **COMMUNITY DEVELOPMENT DISTRICT**

# MINUTES A

# DRAFT

1 2 3		MINUTES OF I PEACE CROSSING COMMUNITY	
4		The Board of Supervisors of the Peace Cros	ssing Community Development District held a
5	Public	Hearing and Regular Meeting on August	1, 2024 at 11:00 a.m., at the Ramada by
6	Wyndł	nam Davenport Orlando South, 43824 Highw	ay 27, Davenport, Florida 33837-6808.
7			
8 9		Present were:	
10		Kevin Mays	Vice Chair
11		Michael Osborn	Assistant Secretary
12 13		Kevin Kramer	Assistant Secretary
14		Also present:	
15			
16		Ernesto Torres	District Manager
17		Mike Eckert	District Counsel
18		Travis Fledderman (via telephone)	District Engineer
19 20 21		Jason Gonzalez (via telephone)	Greenberg Traurig
22 23	FIRST	ORDER OF BUSINESS	Call to Order/Roll Call
24		Mr. Torres called the meeting to order at 1	1:05 a.m.
25		Supervisors Kramer, Mays and Osborn	were present. Supervisors Breakstone and
26	Onora	to were not present.	
27			
28 29	SECON	ID ORDER OF BUSINESS	Public Comments
30		No members of the public spoke.	
31			
32 33 34	THIRD	ORDER OF BUSINESS	Public Hearing on Adoption of Fiscal Year 2024/2025 Budget
35	A.	Affidavit of Publication	
36	В.	Consideration of Resolution 2024-39, Re	elating to the Annual Appropriations and
37		Adopting the Budget for the Fiscal Year	r Beginning October 1, 2024, and Ending

	September 30, 2025; Authorizing Budget	Amendments; and Providing an Effe
	Date	
	Mr. Torres stated that, as proposed, the	Fiscal Year 2025 budget total expend
moı	ount is \$86,290. This is a Landowner-funded	budget with expenses funded as the
ncur	ırred.	
	On MOTION by Mr. Kramer and seconded Public Hearing was opened.	by Mr. Mays, with all in favor, the
	No affected property owners or members of	f the public spoke.
	On MOTION by Mr. Mays and seconded by	y Mr. Osborn, with all in favor, the
	Public Hearing was closed.	
	Public Hearing was closed.	
		d by Mr. Osborn, with all in favor, al Appropriations and Adopting the ber 1, 2024, and Ending September
	On MOTION by Mr. Kramer and seconde Resolution 2024-39, Relating to the Annual Budget for the Fiscal Year Beginning Octo 30, 2025; Authorizing Budget Amendment	d by Mr. Osborn, with all in favor, al Appropriations and Adopting the ber 1, 2024, and Ending September
<b>-</b> OUI	On MOTION by Mr. Kramer and seconde Resolution 2024-39, Relating to the Annual Budget for the Fiscal Year Beginning Octo 30, 2025; Authorizing Budget Amendment was adopted.  URTH ORDER OF BUSINESS	d by Mr. Osborn, with all in favor, al Appropriations and Adopting the ber 1, 2024, and Ending September
FOUI	On MOTION by Mr. Kramer and seconde Resolution 2024-39, Relating to the Annual Budget for the Fiscal Year Beginning Octo 30, 2025; Authorizing Budget Amendment was adopted.  URTH ORDER OF BUSINESS	d by Mr. Osborn, with all in favor, al Appropriations and Adopting the ber 1, 2024, and Ending September ts; and Providing an Effective Date,  Consideration of Construction Fu Agreement
	On MOTION by Mr. Kramer and seconde Resolution 2024-39, Relating to the Annual Budget for the Fiscal Year Beginning Octo 30, 2025; Authorizing Budget Amendment was adopted.  URTH ORDER OF BUSINESS	d by Mr. Osborn, with all in favor, al Appropriations and Adopting the ber 1, 2024, and Ending September ts; and Providing an Effective Date,  Consideration of Construction Fu Agreement
reiml	On MOTION by Mr. Kramer and seconde Resolution 2024-39, Relating to the Annual Budget for the Fiscal Year Beginning Octo 30, 2025; Authorizing Budget Amendment was adopted.  URTH ORDER OF BUSINESS  Mr. Eckert stated that this Construction Full	d by Mr. Osborn, with all in favor, al Appropriations and Adopting the ber 1, 2024, and Ending September ts; and Providing an Effective Date,  Consideration of Construction Fu Agreement  Inding Agreement provides a mechanist they advance towards the CDD's Construction of CDD's CDD'
eiml	On MOTION by Mr. Kramer and seconde Resolution 2024-39, Relating to the Annual Budget for the Fiscal Year Beginning Octo 30, 2025; Authorizing Budget Amendment was adopted.  URTH ORDER OF BUSINESS  Mr. Eckert stated that this Construction Fundament of the Property of the Developer for any eligible funds	d by Mr. Osborn, with all in favor, al Appropriations and Adopting the ber 1, 2024, and Ending September ts; and Providing an Effective Date,  Consideration of Construction Fu Agreement  Inding Agreement provides a mechanist they advance towards the CDD's Construction of CDD's CDD'

Easement

74

Mr. Eckert stated that the Temporary Construction Easement allows the CDD to build the spine road, as it will not yet own the land until it is platted.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Temporary Construction Easement with Lake Wales Property Holdings, LLC, was approved.

#### SIXTH ORDER OF BUSINESS

Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]

Mr. Torres presented the Memorandum regarding House Bill 7013 Special Districts Performance Measures and Standards Reporting; outlining a new state requirement for CDDs to establish and report annual goals and objectives. District Management identified Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability as the key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each.

 On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

#### **SEVENTH ORDER OF BUSINESS**

Consideration of Resolution 2024-08, Designating the Location of the Local District Records Office; and Providing an Effective Date

Mr. Eckert recommended designating a local records office within the County within the next 30-days, before the CDD issues bonds. Mr. Kramer and Mr. Torres will try to find a location.

This item was tabled.

EIGHTH ORDER OF BUSINESS Acceptance of Unaudited Financial Statements as of June 30, 2024

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Unaudited Financial Statements as of June 30, 2024, were accepted.

NINTH ORDER OF BUSINESS

Approval of May 2, 2024 Regular Meeting Minutes

On MOTION by Mr. Mays and seconded by Mr. Kramer, with all in favor, the May 2, 2024 Regular Meeting Minutes, as presented, were approved.

#### **TENTH ORDER OF BUSINESS**

#### **Staff Reports**

#### A. District Counsel: Kutak Rock LLP

Mr. Eckert stated that he and the contractor for the spine road have a conference call at 4:00 p.m. today to go over the construction contract for the spine road, which is being revised to incorporate new language regarding a new statute related to how the final completion of punch list items is handled. He found a way to eliminate 15 days from that process and stated that another way to eliminate delays is conducting inspections on day one after substantial completion, versus day 30. He will notify the Board if there are any issues.

In order for the Underwriter to market the bonds at the best rate possible and because of the status of the U.S. Army Corps of Engineers (USACE) permits on B2 and C2, Mr. Eckert stated it is necessary to temporarily expand Assessment Area One to include Parcels E and F in the initial Assessment Area One. This will require the CDD to amend, repeal or replace the Delegated Award Resolution adopted in February, 2024 and amend the related Supplemental Engineer's Report and Supplemental Methodology Report.

Due to the short timeline to obtain financing, Mr. Eckert asked for a Special Meeting to be scheduled for August 16, 2024 at 11:00 a.m. at this location.

144			seconded by Mr. Mays, with all in favor,
145			notice a Special Meeting on August 16, 2024
146 147		at 11:00 a.m., at the Ramada by Highway 27, Davenport, Florida 3	Wyndham Davenport Orlando South, 43824
148		riigiiway 27, Daveiiport, Horida 3.	3037-0000, was approved.
149			
150	В.	District Engineer: Stantec Consult	ing Services, Inc. – Update on Status of Construction
151		Contract	
152		There was no report.	
153	C.	District Manager: Wrathell, Hunt	and Associates, LLC
154		NEXT MEETING DATE: September 1	tember 5, 2024 at 11:00 AM
155		o QUORUM C	HECK
156		Supervisors Kramer and Osborn	confirmed their attendance at the August 16, 2024
157	Speci	al Meeting.	
158			
159	ELEVI	ENTH ORDER OF BUSINESS	<b>Board Members' Comments/Requests</b>
160 161		Mr. Kramer stated that the CDD w	ill need to advertise a Request for Qualifications (RFQ)
162	befor	e construction inspection; he will p	repare the project scope and send it to Mr. Torres to
163	start	the process. Mr. Eckert explained th	ne RFQ and award process. Staff will place this on the
164	Augu	st 16, 2024 Special Meeting agen	da so the Board can review the RFQ Competitive
165	Selec	tion Citeria form, and, if approved, S	taff will advertise the RFQ the following day.
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167	TWEL	FTH ORDER OF BUSINESS	Public Comments
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169		No members of the public spoke.	
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171	THIR	FEENTH ORDER OF BUSINESS	Adjournment
172 173		On MOTION by Mr. Kramer and s	econded by Mr. Osborn, with all in favor, the
173 174		meeting adjourned at 11:19 a.m.	econded by with Osborn, with an in lavor, the
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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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84 Secretary/Assistant Secretary	Chair/Vice Chair	
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PEACE CROSSING CDD

August 1, 2024

## PEACE CROSSING

#### **COMMUNITY DEVELOPMENT DISTRICT**

## MINUTES B

1 2 3		TES OF MEETING MUNITY DEVELOPMENT DISTRICT
4	The Board of Supervisors of the Pea	ace Crossing Community Development District held a
5	Special Meeting on August 16, 2024 at 1	1:00 a.m., at the Ramada by Wyndham Davenport
6	Orlando South, 43824 Highway 27, Davenp	ort, Florida 33837-6808.
7		
8	Present were:	
10	Kevin Mays	Vice Chair
11	Michael Osborn	Assistant Secretary
12 13	Kevin Kramer	Assistant Secretary
14 15	Also present:	
16	Ernesto Torres	District Manager
17	Mike Eckert	District Counsel
18	Travis Fledderman (via telephone)	District Engineer
19	Jason Gonzalez (via telephone)	Greenberg Traurig
20	,	g g
21		
22	FIRST ORDER OF BUSINESS	Call to Order/Roll Call
23		
24	Mr. Torres called the meeting to ord	der at 11:00 a.m.
25	Supervisors Kramer, Mays and O	sborn were present. Supervisors Breakstone and
26	Onorato were not present.	
27		
28 29	SECOND ORDER OF BUSINESS	Public Comments
30	No members of the public spoke.	
31		
32 33 34 35	THIRD ORDER OF BUSINESS	Presentation of Supplemental Engineer's Report for Series 2024 Project Amended and Restated
36	Mr. Eckert stated that the next three	ee agenda items are being presented again because,
37	due to some of the delays getting permits	s, it was necessary to add some land to Assessment
38	Area One as security for the assessments in	order to market the bonds. Specifically, Assessment

Area One was initially limited to neighborhoods A, B and C. Neighborhoods E and F are now
being added but there are triggers that will allow neighborhoods E and F to be removed from
Assessment Area One once the triggers are met. One of the triggers is the issuance of the Army
Corps of Engineers (ACOE) permit for a couple of the neighborhoods. It is necessary to enlarge
Assessment Area One at this time but while providing a mechanism for release of the lien or
Parcels E and F.

Mr. Eckert stated that, after presentation of the Reports, the Board will be asked to approve the Supplemental Engineer's Report, as it is, and approve the Supplemental Special Assessment Methodology, in substantial form as one issue remains to be finalized, and authorize it to be finalized and used in the offering document.

Mr. Fledderman stated that Mr. Eckert did a good job summarizing the changes. The main changes in the graphics of the Report include:

- Exhibit A: The enlargement of Assessment Area One was graphically displayed.
- 52 Exhibit B: Additional sketch description of lands described by Mr. Eckert were added.
- 53 Minor changes to the Report text were made to clarify the Series 2024 bond.
- 54 > The revised acreage of Assessment Area One is approximately 1,432 acres.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Amended and Restated Supplemental Engineer's Report for the Series 2024 Project, was approved.

#### **FOURTH ORDER OF BUSINESS**

Presentation of First Supplemental Special Assessment Methodology Report (Assessment Area One)

Mr. Torres presented the First Supplemental Special Assessment Methodology Report for Assessment Area One and highlighted the revisions as described by Mr. Eckert.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the First Supplemental Special Assessment Methodology Report (Assessment Area One), in substantial form, and authorizing the Vice Chair to execute, and

authorizing inclusion of the Methodology Report in the Preliminary Limited Offering Memorandum, was approved.

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#### FIFTH ORDER OF BUSINESS

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Consideration of Resolution 2024-40. Authorizing the Issuance of its Peace **Crossing Community Development District** Special Assessment Revenue Bonds, Series 2024 (the "Series 2024 Bonds"); **Determining Certain Details of the Series** 2024 Bonds and Establishing Certain **Parameters** for the Sale Thereof: Approving the Form of and Authorizing the **Execution and Delivery of a First** Supplemental Trust Indenture: Authorizing the Negotiated Sale of the Series 2024 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract With Respect to the Series 2024 Bonds and Awarding the Series 2024 Bonds to the Underwriter Named Therein; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum Relating to the Series 2024 Bonds and Its Use by the Underwriter In Connection With The Offering for Sale of the Series 2024 Bonds; Approving the **Execution and Delivery of a Final Limited** Offering Memorandum Relating to the Series 2024 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Continuing Disclosure Agreement; **Providing for the Application of the Series** 2024 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary In Connection With Issuance, Sale and Delivery of the Series 2024 Bonds; Making Certain Declarations; Providing an Effective Date and for Other **Purposes** 

Mr. Eckert stated that the version of Resolution 2024-40 in the agenda and as titled above, is not the most recent version. The updated version to be approved was circulated to the Board Members last night. He thanked Mr. Gonzalez for his efforts.

- Mr. Gonzalez presented the updated version of Resolution 2024-40, which accomplishes the following:
- 118 > Amends prior Resolution 2024-35, adopted on February 1, 2024.
- 119 > Updates the original acreage from 826 acres to 1,432 acres.
- 120 Authorizes an updated version of the Preliminary Limited Offering Memorandum.

Mr. Gonzalez stated that the revised version of Resolution 2024-40, as stated in the motion box, also ratifies the prior Resolution; except as modified by this Resolution, the original Delegation Resolution remains in full force and effect.

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, Resolution 2024-40, Amending Resolution 2024-35 of the District Adopted on February 1, 2024, for the Purpose of Expanding the Acreage of Assessment Area One; Approving the Form of and Authorizing the Distribution of a Revised Preliminary Limited Offering Memorandum Relating to the Series 2024 Bonds and its Use by the Underwriter in Connection with the Offering For Sale of the Series 2024 Bonds; Ratifying and Reaffirming Resolution 2024-35 Except as Modified Herein; Providing for an Effective Date; and Providing for Other Related Matters, was adopted.

#### SIXTH ORDER OF BUSINESS

#### **Consideration of Ancillary Documents**

Mr. Eckert noted that the printed agenda books do not include the most recent list of documents included in the updated electronic version of the agenda. He presented the following:

#### A. Declaration of Consent

On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Declaration of Consent, in substantial form, was approved.

#### B. Notice of Supplemental Assessments

148		
149 150		On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Notice of Supplemental Assessments, in substantial form, was approved.
151 152 153	c.	Acquisition Agreement
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155 156		On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Acquisition Agreement, in substantial form, was approved.
157		
158 159	D.	Completion Agreement
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161 162		On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Completion Agreement, in substantial form, was approved.
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164 165	E.	Collateral Assignment Agreement
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167 168		On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the Collateral Assignment Agreement, in substantial form, was approved.
169		
170 171	F.	True Up Agreement
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173 174		On MOTION by Mr. Kramer and seconded by Mr. Mays, with all in favor, the True Up Agreement, in substantial form, was approved.
175		True op Agreement, in substantial form, was approved.
176		
177	G.	Contribution Agreement for Multi-Family
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179 180		On MOTION by Mr. Kramer and seconded by Mr. Osborn, with all in favor, the
180 181		Contribution Agreement for Multi-Family, in substantial form, was approved.
182		

183 184 185 186	SEVE	NTH ORDER OF BUSINESS	Consideration of RFQ for Construction Engineering & Inspection Services for Lake Wales Spine Road Project
187		Mr. Eckert stated that a specific Request	for Qualifications (RFQ) is needed due to the
188	cost a	and specialization of the construction of the	Lake Wales Spine Road Project. Mr. Kramer
189	asked	to be informed when the RFQ is ready to	o advertise so that potential bidders can be
190	direct	ed appropriately. The consensus was to pub	lish the notice as soon as possible.
191			
192 193 194		On MOTION by Mr. Kramer and seconded RFQ for Construction Engineering & Insp Road Project and authorizing Staff to adve	ection Services for Lake Wales Spine
195 196 197 198 199	EIGHT	TH ORDER OF BUSINESS	Consideration of RFQ for Continuing Engineering & Inspection Services
200		Mr. Eckert discussed the need to publi	sh an RFQ for Continuing Engineering and
201	Inspe	ction Services. The consensus was to publish	the notice as soon as possible.
202			
203 204 205		On MOTION by Mr. Kramer and seconde RFQ for Continuing Engineering & Inspectadvertise, were approved.	• • •
206 207 208 209 210 211 212	NINTI	H ORDER OF BUSINESS	Consideration of Resolution 2024-08, Designating the Location of the Local District Records Office; and Providing an Effective Date
<ul><li>213</li><li>214</li><li>215</li><li>216</li></ul>		On MOTION by Mr. Kramer and second Resolution 2024-08, Designating 225 East Florida 33802-4628 as the Location of the Providing an Effective Date, was adopted.	t Lemon Street, Suite 300, Lakeland, he Local District Records Office; and
217 218 219 220 221	TENTI	H ORDER OF BUSINESS  District Counsel: Kutak Rock LLP	Staff Reports
<b>44 1</b>	۸.	District Courises. Nutak NOCK LLF	

August 16, 2024

PEACE CROSSING CDD

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252	Secretary/Assistant Secretary	Chair/Vice Chair	

PEACE CROSSING CDD

August 16, 2024

### PEACE CROSSING

#### **COMMUNITY DEVELOPMENT DISTRICT**

# STAFF REPORTS

#### PEACE CROSSING COMMUNITY DEVELOPMENT DISTRICT

#### **BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE**

#### **LOCATION**

Ramada by Wyndham Davenport Orlando South 43824 Highway 27, Davenport, Florida 33837-6808

Regular Meeting Regular Meeting Regular Meeting Regular Meeting Regular Meeting Regular Meeting	11:00 AM  11:00 AM  11:00 AM  11:00 AM  11:00 AM
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#### Exception

<sup>\*</sup>January meeting date is one (1) week later to accommodate New Year's Day.