

**DEVELOPER’S AGREEMENT FOR OFF-SITE ROAD CONSTRUCTION AND  
UTILITY RELOCATION AND UPDATE  
HUNT CLUB GROVE SOUTH**

This DEVELOPER’s Road Construction Agreement (“Agreement”) is made and entered by and between LENNAR HOMES, LLC, a Florida limited liability company (collectively the “DEVELOPER”), and AG EHC II (LEN) MULTISTATE 4, LLC (OWNER) and the CITY OF LAKE WALES, FLORIDA (“CITY”). DEVELOPER and CITY are sometimes referred to collectively as the “Parties”, and individually as a “Party”.

**WITNESSETH:**

**WHEREAS**, OWNER, AG EHC II (LEN) MULTISTATE 4, LLC, a Delaware limited liability company (“AG”) is the owner of certain parcels of real property located in the CITY, as described on Exhibit “A” attached hereto (the “Property”); and

**WHEREAS**, DEVELOPER is under contract to purchase homesites from AG under the terms of their Option Agreement and develop the Property under the terms of their Construction Agreement; and

**WHEREAS**, DEVELOPER has processed and the CITY has approved certain applications to allow DEVELOPER to develop the property as a residential subdivision, to be known as Hunt Club Grove South (“HCG South”); and

**WHEREAS**, since approval of the PDP, CITY has accepted the transfer of Post Salter Road from Polk County, which requires off-site improvement and utility relocation; and

**WHEREAS**, CITY is authorized by City Ordinance § 23-770.a.1. to grant credit against impact fees imposed for the developer construction of off-site public facilities; and

**WHEREAS**, CITY has requested and DEVELOPER has agreed to construct certain roadway and access improvements to the CITY roadway system; and

**WHEREAS**, CITY has requested and DEVELOPER has agreed relocate the cities Reclaim lines and install new Air Release Valve(s) ; and

**WHEREAS**, the Parties desire to enter into this Agreement to establish the respective rights and obligations of DEVELOPER and CITY, in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises hereof, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant an agree as follows:

## **RECITALS AND AGREEMENT CONDITIONS**

1. **Recitals**

The Recitals stated above are an integral part of this AGREEMENT and are incorporated herein by reference as if fully set forth herein.

2. **Design of Road and Reuse Utility Improvements**

The design and construction required for Post Salter Road will encompass the roadway from 11th Street to Hunt Brothers Road. The construction of Off-Site Post Salter Road shall be completed prior to the issuance of a Certificate of Occupancy for the 101<sup>st</sup> home for a residential unit in HCG South . CITY will review and approve construction plans that are identified as Off-site Road and Reuse Utility Improvements, which are incorporated into this Agreement. The Off-site Road and Reuse Utility Improvements are shown and summarized on the Engineer's Estimates attached hereto as Exhibit "B"; however, should a conflict occur between the following descriptions and the Off-site Improvements, the Road Plans shall be the controlling document.

In connection with the Off-site Road and Reuse Utility Improvements, DEVELOPER shall be responsible for the following:

- A. Constructing all associated infrastructure, including, without limitation, roadways, drainage, sidewalks, utility relocations and landscaping.
- B. DEVELOPER at DEVELOPER's expense, shall apply for and obtain all regulatory permits for the Off-site Road Improvements as required by CITY and the Southwest Florida Water Management District. These permits shall be provided to CITY.
- C. All construction activities will need to be inspected by CITY prior to acceptance and ownership.
- D. The parties agree that construction of the Post Salter Road Off-site Road and Utility Improvements shall commence during construction of Phase I of the HCG South development.
- E. DEVELOPER shall dedicate and convey to CITY, free and clear of all liens, parcels of land, more particularly described on Composite Exhibit "C" attached hereto (the "Dedication Parcel") for roadway improvements to Post Salter Road to an urban design standard (60 feet total width) to allow for sidewalks, curb and gutter, streetlights, and landscaping.

3. **Developer Impact Fee Credits**

- A. Off-site Improvements Construction Costs. DEVELOPER shall pay for engineering and construction costs associated with the aforesaid Off-site Road Improvements as set forth herein (hereinafter referred to as the "Off-site Road Improvements Construction Costs").
- B. Bid Process. DEVELOPER shall provide CITY with three (3) bids for the cost of construction of the Off-site Improvements and the amount of such Off-site Improvements impact fee credit shall be based on the lowest bid or the Engineer Cost Estimate, whichever is lowest.
- C. DEVELOPER has submitted a total cost estimate of the engineering and Off-site Road and Utility Improvements Construction Costs for Post Salter Road (Combined Exhibit "B") and are broken down as follows:

a. Post Salter Road Site Preparation	\$463,752.20
b. Post Salter Road Construction	\$766,949.10
Total Road Improvement	1,230,701.30

e. Reclaim Water Distribution	\$415,375.03
Total Utility Improvement	\$415,375.03

The CITY may provide Impact Fee credits to DEVELOPER for the Off-site Road Improvements and Utility Construction Costs in an amount not to exceed the total Impact Fee collectable from the multi-modal and wastewater impact fees from the HCG South Development. The Impact Fee Credit Amount shall be comprised of the following components:

- i. Off-site Road Improvement – Multimodal Impact Fee Developer Credit (schedule effective date 10/01/2025)

Development HCG South	# of units	Impact Fee	Total Collectible
#SF	351	2159.38	757,942.38
#TH	191	1648.73	314,907.43
Total Impact Fee Credit available			1,072,849.81

ii. Off-site Reuse Utility Relocation – Sewer Impact Fee Developer Credit

Granted to the Single-Family Home development (schedule effective date 10/01/2025)

Development	# of units	Impact Fee	Total Collectible and available for credit
HCG South			
#SF	351	3411.89	1,1975,573.99
Total Impact Fee Credit Provided			\$415,375.03
Remaining to collect			\$780,198.96

a. The Off-site Road Improvement estimated cost is higher than the amount of impact fee developer credit available. Therefore, the city is authorizing the allowance for the builder to get certificate of occupancies for up to 100 Single Family homes prior to developer completing and the city acceptance of the Post Salter Road improvement.

b. If the CITY increases the Multimodal Impact Fee during the permitting of the HGC South project, The CITY will issue impact fee credits up to the amount that can be utilized in the HGC South project up to the engineer’s cost estimate for the Total Road Improvement cost.

c The CITY further agrees that any Multimodal Impact Fee and/or Utility Impact Fee paid by DEVELOPER for the permitting of any home in HCG South shall be reimbursed to DEVELOPER and deducted from the Impact Fee Credit balance upon issuance of the credits.

d. The CITY further agrees to reimburse DEVELOPER for any Multimodal Impact Fees paid by DEVELOPER for homes permitted in Hunt Club North prior to Impact Fee Credits being issued under the Hamlin Road Agreement.

D. Changes to Scope of Off-site Road and Utility Improvements. The parties expressly acknowledge and agree that any proposed modification, revision or addition to the scope of the Off-site Road Improvements (as set forth herein) shall constitute a material change to this Agreement. If DEVELOPER wishes to make a material change to the scope of the Off-site Road Improvements after the effective date of this Agreement, then DEVELOPER shall promptly submit to CITY a written cost estimate therefor. No such request shall be binding on CITY unless and until it has been agreed to in a Change Order signed by both the Director of Development Services of CITY and DEVELOPER. Any such change to the scope of the Off-site Road and Utility Improvements (as set forth in the Change Order) shall be governed by the terms and conditions of this Agreement and by such Change Order as may be executed by the parties from time to time. The parties expressly acknowledge and agree that CITY shall not have any obligation whatsoever in relation to any Change Order which has not been signed by the Director of Development Services of CITY.

4. **Ownership**

Upon completion of the Off-site Road and Utility Improvements, DEVELOPER shall submit all construction and financial information necessary to ensure that Off-site Road Improvements have been properly constructed in accordance with CITY standards and all the contractors and subcontractors have been paid in full (collectively referred to herein as the "Documentation"). The Documentation shall include, without limitation, acceptable "as-built" drawings, detailed construction costs and invoices, copies of payments to the contractor, release of liens, etc. Additionally, the Documentation shall be in accordance with the requirements of the approval given by CITY for the Hunt Club Grove development. Upon receipt of all such Documentation, CITY shall have 30 days (the "Review Period") to review the Documentation to ensure that it is complete; and may request any additional Documentation that is needed. During the Review Period, CITY shall conduct or cause to be conducted such inspections of the Off-site Road Improvements as it may desire in order to determine that the physical condition of the Off-site Road Improvements is satisfactory and reasonably acceptable ("Inspection"). Once the Documentation shall have been determined to be complete and the Inspection shall have been concluded, the Documentation together with any and all reported results of the Inspection will be presented to the CITY Commission for acceptance and ownership.

5. **Warranty Period**

DEVELOPER shall warrant the Off-site Road and Utility Improvements from any and all defects for a period of one (1) year form the date in which CITY accepts these improvements for ownership and maintenance. If the warranty period has not been completed prior to the expiration of this Agreement, the warranty period shall survive the expiration and shall continue until the one-year period is completed.

6. **Notices**

a. Notice to CITY shall be:

City of Lake Wales  
Attn: City Manager  
201 Central Avenue West  
Lake Wales, FL 33853

With copy to CITY Attorney

Attn: Albert C. "Chuck" Galloway, Jr.  
116 E. Stuart Avenue  
Lake Wales, FL 33853

b. Notice to OWNER:

Attn:  
AG EHC II (LEN) MULTISTATE 4, LLC

c. Notice to DEVELOPER:

Attn: Mark McDonald  
Lennar Homes, LLC  
6675 Westwood Blvd, 5<sup>th</sup> Floor  
Orlando, FL 32821

7. **Effective Date**

The Effective Date of this Agreement shall be the date on which CITY executes this AGREEMENT.

8. **Default and Remedy**

If either Party materially defaults in its obligations under this AGREEMENT and fails to cure the same within thirty (30) days after the date the Party receives written notice of the default from the other non-defaulting Party, then the non-defaulting Party shall have the right to (i) immediately terminate this AGREEMENT by delivering written notice to the materially defaulting Party, and (ii) pursue any and all remedies available in law, equity, and under this AGREEMENT.

9. **Limitation of Liability**

IN NO EVENT, SHALL CITY BE LIABLE TO DEVELOPER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NON-PERFORMANCE OR BREACH OF THIS CONTRACT BY CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE. NOTHING CONTAINED IN THIS PARAGRAPH OR ELSEWHERE IN THIS AGREEMENT IS IN ANY WAY INTENDED EITHER TO BE A WAIVER OF THE LIMITATION PLACED UPON THE CITY'S LIABILITY AS SET FORTH IN SECTION 768.28, FLORIDA STATUTES, OR TO EXTEND THE CITY'S LIABILITY BEYOND THE LIMITS ESTABLISHED IN SAID SECTION 768.28; AND NO CLAIM OR AWARD AGAINST THE CITY SHALL INCLUDE ATTORNEY'S FEES, INVESTIGATIVE COSTS, EXPERT FEES, SUIT COST OR PRE-JUDGEMENT INTEREST.

10. **Indemnification**

DEVELOPER shall indemnify, defend (by counsel reasonably acceptable to CITY), protect and hold harmless CITY and its elected and appointed officials, employees and

agents from and against any and all claims, demands, actions, causes of action, suits, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) arising out of or resulting from the design, permitting and installation of the Roadway Improvements that are caused in whole or in part by any act or omission of DEVELOPER, its engineers, designers, contractors, subcontractors, material suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The provisions of this Section 10 shall survive the expiration or earlier termination of this AGREEMENT.

CITY shall indemnify, defend (by counsel reasonably acceptable to DEVELOPER, protect and hold harmless DEVELOPER and its officers, employees and agents from and against any and all claims, demands, actions causes of action, suits, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) arising out of or resulting from the design, permitting of the Roadway Improvements that are caused in whole or in part by an act or omission of CITY, its employees or anyone directly or indirectly employed by an of them, or anyone for whose acts any of them may be liable. The provisions of this Section 10 shall survive the expiration or earlier termination of this AGREEMENT.

11. **Insurance**

a. DEVELOPER shall require its engineer (and other design professionals) who participate in the design, permitting and installation of the Off-site Road Improvements to acquire and maintain Professional Liability Insurance in the amount of \$1,000,000.00 per occurrence/\$2,000,000 in the aggregate, exclusive of defense costs, and the Commercial General Liability, Comprehensive Auto Liability, and Workers Compensation coverages stated in Section 11.2, below.

b. DEVELOPER shall require its engineer (and other design professionals), general contractor, other contractors and subcontractors who participate in the design, permitting and installation of the Off-site Road Improvements to acquire and maintain the following types of insurance with at least the following minimum limits of liability; Commercial General Liability: \$1,000,000.00 per occurrence; Comprehensive Automobile Liability \$1,000,000.00 per occurrence: and Workers Compensation Statutory Limits: and Employers Liability \$1,000,000.00.

c. All insurance must be provided by a carrier licensed to do business in the State of Florida having an A.M. Best rating of at least the "A" category and size category of VIII. CITY shall be names as an additional insured on General Liability and Automobile Liability Policies. The General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of CITY.

d. DEVELOPER shall provide CITY original Certificates of Insurance satisfactory to CITY to evidence such coverage before any work commences. CITY must be identified on

the Certificates as follows: "CITY of Lake Wales, a municipal corporation enacted under the laws of the State of Florida."

12. **Waiver**

A waiver by either Party of any breach of this AGREEMENT shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either Party with the knowledge of the other party's existing default or breach of this AGREEMENT shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not construed as doing so.

13. **Release**

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

14. **Attorney's Fees and Cost**

Except as noted in Section 9 above, each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to the AGREEMENT, including attorney's fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

15. **Recordation**

Within fourteen (14) days after the Parties execute this Agreement, CITY shall record this AGREEMENT in the Public Records of Polk County, Florida. If this AGREEMENT is amended, canceled, modified, or extended, CITY shall also record such action in the public records of Polk County, Florida.

16. **Modification**

This AGREEMENT may only be modified by a written amendment properly executed by the Parties. No oral modifications will be effective or binding.

17. **Integration**

This AGREEMENT sets forth the entire agreement between the Parties with respect to its subject matter and that there are no promises or understandings other than those stated herein.

18. **Counterparts**

This AGREEMENT may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

19. **Attachments**

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

20. **Pre-Suit Mediation**

Disputes arising under this Agreement must first be mediated by Florida Supreme Court-certified Civil Mediator in accordance with Chapter 44, Florida Statutes. The parties agree that the mediation shall occur within thirty (30) days of the date mediation is requested by either party. The Mediator shall be agreed upon, but if the parties are unwilling or unable to agree, the parties agree that a Civil Mediator from Central Florida Mediation Group, LLC shall be selected by striking names from the mediators in that Group. The parties agree to mediate in good faith, be bound by the Mediation Settlement Agreement (if a settlement is reached), pay Mediator fees promptly and share them on an equal basis unless otherwise agreed upon by the parties. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator, or (ii) terminated in writing by one or both parties. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (Section 44.403, Florida Statutes) shall apply to any such pre-suit mediation. Litigation and Attorney's Fees. The Parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, of enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.

21. **Governing Law**

This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the ordinances, rules and regulations of CITY including, but not limited to the CITY Comprehensive Plan, Land Development Regulations and Utility Code, and any amendments thereto in effect as of the Effective Date of this Agreement.

22. **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of all successors and/or assigns of the Parties hereto.

23. **Days**

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

24. **Severability**

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

25. **Public Records**

In accordance with Section 119.0701, Florida Statutes DEVELOPER (referred to as the "Contractor" for purposes of this section) agrees to comply with the following public record laws:

- a) The Contractor acknowledges CITY obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this AGREEMENT. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this AGREEMENT. In association with its performance pursuant to this AGREEMENT, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
- b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1) Keep and maintain public records required by CITY to perform the services required under this AGREEMENT;
  - 2) Upon request from CITY's Custodian of Public Records or his/her designee, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this AGREEMENT and following completion of this AGREEMENT if the Contractor does not transfer the records to CITY; and
  - 4) Upon completion of this AGREEMENT, transfer, at no cost, to CITY all public records in possession of the Contractor or keep and maintain public records required by CITY to perform the service. If the Contractor transfers all public records to CITY upon completion of this AGREEMENT, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this AGREEMENT, the Contractor shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's Custodian of Public Records, in a format that is compatible with the information technology systems of CITY.

- c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CITY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT:

CITY OF LAKE WALES  
201 CENTRAL AVENUE WEST  
LAKE WALES, FLORIDA 33853  
ATTN: CITY MANAGER  
TELEPHONE: 863.678.4182  
EMAIL: [srowland@lakewalesfl.gov](mailto:srowland@lakewalesfl.gov)



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

**OWNER:**

Signed, sealed and delivered in the presence of:

AG EHC II (LEN) MULTISTATE 4, LLC,  
a Delaware limited liability company

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Print Name:  
Title:  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA        )  
  )  
COUNTY OF ORANGE     )

The foregoing instrument was sworn to, subscribed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026 by \_\_\_\_\_, as AG EHC II (LEN) MULTISTATE 4, LLC, a Delaware limited liability company, on behalf of the company. He appeared before me by means of: [\_\_\_\_\_] online notarization, or [\_\_\_\_\_] physical presence and is [\_\_\_\_\_] personally known to me, or [\_\_\_\_\_] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



## EXHIBIT "A"

### HUNT CLUB SOUTH PHASE 1

#### LEGAL DESCRIPTION:

A portion of the South 1/2 of the Southwest 1/4 of Section 7, Township 30 South, Range 28 East, Polk County, Florida, being described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 7, Township 30 South, Range 28 East, Polk County, Florida; thence run N88°37'50"E, along the South line of said Southwest 1/4, a distance of 657.84 feet to a point on the Easterly Right of Way of the Florida Midland Railroad; thence run N46°04'18"W, along said Easterly Right of Way, a distance of 66.32 feet to the POINT OF BEGINNING; thence continue N46°04'18"W, along said Right of Way, a distance of 821.98 feet to the intersection with the East Right of Way of County Road 17B (11<sup>th</sup> Street); thence along said East Right of Way the following five (5) courses: run N01°45'46"E, a distance of 24.67 feet; thence run N00°31'43"W, a distance of 100.01 feet; thence run N00°12'59"E, a distance of 42.12 feet; thence run S89°51'43"E, a distance of 16.40 feet; thence run N00°08'17"E, a distance of 508.21 feet to the intersection with the South Right of Way of Post Salter Road; thence along said South Right of Way the following two (2) courses: run N88°38'46"E, a distance of 1,455.42 feet; thence run N88°33'59"E, a distance of 540.43 feet; thence leaving said South Right of Way, run S00°00'11"E, a distance of 209.41 feet to a point on a Non-Tangent curve, concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 60°03'59"; thence run Southwesterly along the arc of said curve, a distance of 26.21 feet (Chord Bearing = S30°01'49"W, Chord = 25.03 feet) to a Point of Tangency; thence run S00°00'11"E, a distance of 1,045.89 feet; thence run S89°59'49"W, a distance of 1019.26 feet; thence run S88°51'02"W, a distance of 50.07 feet; thence run S87°27'08"W, a distance of 339.45 feet to the POINT OF BEGINNING.

Containing 53.79 acres, more or less.

### HUNT CLUB SOUTH PHASE 2

#### LEGAL DESCRIPTION:

A portion of the South 1/2 of the Southwest 1/4 of Section 7, Township 30 South, Range 28 East, Polk County, Florida, being described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 7, Township 30 South, Range 28 East, Polk County, Florida; thence run N88°37'50"E, along the South line of said Southwest 1/4, a distance of 2130.77 feet to the POINT OF BEGINNING; thence run N00°38'24"W, a distance of 10.00 feet; thence run N05°09'25"W, a distance of 17.03 feet; thence run S89°59'49"W, a distance of 110.19 feet; thence run N00°00'11"W, a distance of 1,045.89 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 60°03'59"; thence run Northeasterly along the arc of said curve, a distance of 26.21 feet (Chord Bearing = N30°01'49"E, Chord = 25.03 feet) to a point; thence run N00°00'11"W, a distance of 209.41 feet to the intersection with the South Right of Way of Post Salter Road; thence run N88°33'59"E, along said South Right of Way, a distance of 780.08 feet to the intersection of the West Maintained Right of Way of Hunt Brothers Road

as defined in Map Book 5, Page 313 of the Public Records of Polk County, Florida; thence along said West Maintained Right of Way the following ten (10) courses: run S00°49'39"E, a distance of 47.71 feet; thence run S00°17'59"W, a distance of 100.00 feet; thence run S00°16'24"E, a distance of 100.00 feet; thence run S00°17'59"W, a distance of 100.00 feet; thence run S00°16'24"E, a distance of 100.00 feet; thence run S00°50'46"E, a distance of 100.00 feet; thence run S00°17'59"W, a distance of 100.00 feet; thence run S00°16'24"E, a distance of 500.00 feet; thence run S01°25'09"E, a distance of 100.02 feet; thence run S00°45'51"E, a distance of 59.33 feet; thence leaving said West Maintained Right of Way, run S88°37'53"W, a distance of 662.86 feet; thence run S88°37'50"W, a distance of 25.00 feet to the POINT OF BEGINNING.

Containing 23.70 acres, more or less.

### HUNT CLUB SOUTH PHASE 3

#### LEGAL DESCRIPTION:

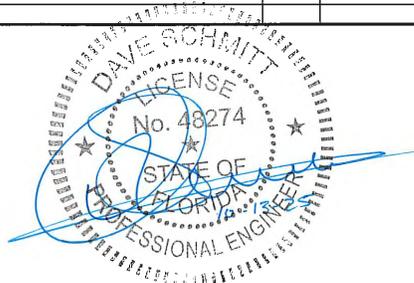
A portion of the South 1/2 of the Southwest 1/4 of Section 7, and a portion of the Northwest 1/4 of Section 18, Township 30 South, Range 28 East, Polk County, Florida, being described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 7, Township 30 South, Range 28 East, Polk County, Florida; thence run N88°37'50"E, along the South line of said Southwest 1/4, a distance of 657.84 feet to a point on the Easterly Right of Way of the Florida Midland Railroad and the POINT OF BEGINNING; thence run N46°04'18"W, along said Right of Way, a distance of 66.32 feet; thence leaving said Right of Way, run N87°27'08"E, a distance of 339.45 feet; thence run N88°51'02"E, a distance of 50.07 feet; thence run N89°59'49"E, a distance of 1,129.45 feet; thence run S05°09'25"E, a distance of 17.03 feet; thence run S00°38'24"E, a distance of 10.00 feet; thence run N88°37'50"E, a distance of 25.00 feet; thence run S00°38'24"E, along the East line of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 30 South, Range 28 East, a distance of 1,324.58 feet; thence run S88°42'38"W, a distance of 170.51 feet to a point on the aforesaid Easterly Right of Way of the Florida Midland Railroad; thence run N46°04'18"W, along said Easterly Right of Way, a distance of 1,863.10 feet to the POINT OF BEGINNING.

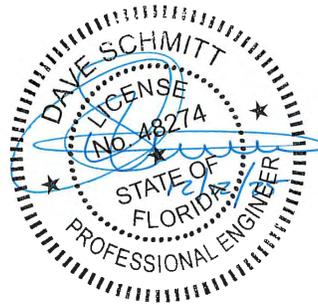
Containing 26.84 acres, more or less.

EXHIBIT "B"

ENGINEER'S FINAL COST OF CONSTRUCTION							
DAVE SCHMITT ENGINEERING, INC.							
PROJECT NAME: Hunt Club Grove- South							
Subj:	POST SALTER ROAD COST					Created:	4/30/2025
Proj No:	CBD-9					Updated:	10/13/2025
Prep. By:	MA						
Chkd. By:	CS						
ACCOUNT CODE	ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	EST QTY	CONST. COST	
<b>SITE PREPARATION</b>							
<b>Earth Work</b>							
	1	Discard and Strip Site	AC	\$2,500.00	5.1	\$12,750.00	
	2	Rough Grade Site	AC	\$4,000.00	5.1	\$20,400.00	
	3	Fine Grade Site	AC	\$2,450.00	5.1	\$12,495.00	
	4	Import Fill	CY	\$18.00	14659	\$263,862.00	
	5	Swale Excavation	CY	\$5.50	2686	\$14,773.00	
	6	Seed & Mulch Lots & Open Areas	SY	\$0.30	18594	\$5,578.20	
	7	Demo Existing Curb Radius on Hamlin	LF	\$35.00	100	\$3,500.00	
	8	Demo Existing Pavement Section intersection of Hamlin	SF	\$45.00	625	\$28,125.00	
	9	Demo Existing Sidewalk	LF	\$56.00	700	\$39,200.00	
<b>Erosion Control</b>							
	1	Single-Row Silt Fence	LF	\$4.75	5804	\$27,569.00	
	2	Erosion Control Maintenance	LS	\$7,000.00	1	\$7,000.00	
	3	Soil Tracking Prevention Device	EA	\$3,500.00	1	\$3,500.00	
<b>General Conditions</b>							
	1	Mobilization	LS	\$15,000.00	1	\$15,000.00	
	2	MOT (Maintenance of Traffic)	LS	\$10,000.00	1	\$10,000.00	
		<b>Subtotal Site Preparation</b>				<b>\$463,752.20</b>	
<b>STREET / GROUND CONSTRUCTION</b>							
<b>Curbs</b>							
	1	Type F Curb	LF	\$25.00	1665	\$41,625.00	
	2	Valley Gutter	LF	\$29.00	165	\$4,785.00	
<b>Pavement</b>							
	1	8" Limerock Base	SY	\$26.15	9447	\$247,039.05	
	2	12" Stabilized Subgrade	SY	\$7.95	11336	\$90,121.20	
	3	1.5" ACSC Type SP-9.5	SY	\$19.55	9447	\$184,688.85	
	4	Stop Signs and Striping	LS	\$25,000.00	1	\$25,000.00	
<b>Sidewalks</b>							
	1	5' Sidewalk	LF	\$35.00	3435	\$120,225.00	
	2	Handicap Ramp w/ Detection Warning	EA	\$1,200.00	2	\$2,400.00	
<b>Storm Drainage</b>							
	1	18" HP Storm Pipe	LF	\$48.55	300	\$14,565.00	
	2	Tie into Storm Structure	EA	\$2,000.00	1	\$2,000.00	
	3	Type P-5 Curb Storm	EA	\$7,900.00	1	\$7,900.00	
	4	Type P-6 Curb Storm	EA	\$8,400.00	2	\$16,800.00	
	5	Type Storm Manhole	EA	\$6,300.00	1	\$6,300.00	
	6	TV Storm Inspection	LS	\$3,500.00	1	\$3,500.00	
		<b>Subtotal Street / Ground Construction</b>				<b>\$766,949.10</b>	
		<b>Subtotal Site Preparation</b>				<b>\$463,752.20</b>	
		<b>Subtotal Street / Ground Construction</b>				<b>\$766,949.10</b>	
		<b>TOTAL SITE WORK</b>				<b>\$1,230,701.30</b>	



ENGINEER'S FINAL COST OF CONSTRUCTION							
DAVE SCHMITT ENGINEERING, INC.							
PROJECT NAME: Hunt Club Grove- South							
Subj:	POST SALTER ROAD COST					Created:	4/30/2025
Proj No:	CBD-9					Updated:	12/11/2025
Prep. By:	MA						
Chkd. By:	CS						
ACCOUNT CODE	ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	EST QTY	CONST. COST	
<b>UTILITY CONSTRUCTION</b>							
		<b>Reclaim Water Distribution</b>					
	1	16" 45 Bend	EA	\$3,400.00	4	\$13,600.00	
	2	16" Gate Valve	EA	\$10,500.00	2	\$21,000.00	
	3	16" C-900	LF	\$85.00	2581	\$219,385.00	
	4	16" Long Sleeves	EA	\$3,250.00	2	\$6,500.00	
	5	16" Joint Restraints	EA	\$1,025.00	24	\$24,600.00	
	6	2" SSARV	EA	\$1,885.05	1	\$1,885.05	
	7	ARV Manhole	EA	\$4,608.26	1	\$4,608.26	
	8	Delivery Charge	EA	\$479.25	1	\$479.25	
	9	16"X4" Tee	EA	\$1,629.45	1	\$1,629.45	
	10	4x2" Tap Plug	EA	\$133.18	1	\$133.18	
	11	16" Megalugs with Gaskets	EA	\$402.41	2	\$804.82	
	12	4" Megalugs With Accessories	EA	\$38.55	1	\$38.55	
	13	2"x6 Brass Nipple	EA	\$46.17	2	\$92.34	
	14	2" Ball Valve	EA	\$133.13	1	\$133.13	
	15	Remove Existing Reuse Line	LS	\$65,000.00	1	\$65,000.00	
	16	Fittings	EA	\$40,000.00	1	\$40,000.00	
	17	Testing	LF	\$6.00	2581	\$15,486.00	
		<b>Subtotal Reclaim Water Distribution</b>				<b>\$415,375.03</b>	
		<b>Subtotal Utility Construction</b>				<b>\$415,375.03</b>	
		<b>TOTAL UTILITY SITE WORK COST</b>				<b>\$415,375.03</b>	



TRACT	DESCRIPTION	OWNERSHIP / MAINTAINED
A	OPEN SPACE / LANDSCAPE BUFFER	HOA
B	OPEN SPACE / LANDSCAPE BUFFER	HOA
C	MINI-PARK	HOA
D	MINI-PARK	HOA
E	MINI-PARK	HOA
F	MINI-PARK / POND	HOA
G	OPEN SPACE	HOA
H	OPEN SPACE	HOA
I	NEIGHBORHOOD PARK	HOA
J	LIFT STATION	CITY OF LAKE WALES
K	ROADWAYS	CITY OF LAKE WALES

TRACT	AMENITY	OPEN SPACE	POND
A		6.33 AC.	
B		0.66 AC.	
C	2.11 AC.		
D	1.71 AC.		
E	1.85 AC.		
F	1.43 AC.		10.75 AC.
G		0.50 AC.	
H		0.18 AC.	
I	0.47 AC.		
TOTAL	7.57 AC.	7.67 AC.	10.75 AC.

TOTAL PROPERTY AREA 104.359 AC.  $\Delta$   
 RIGHT-OF-WAY DEDICATION: 0.659 AC.  $\Delta$   
 DEVELOPABLE AREA: 103.700 AC.  $\Delta$

PROPERTY USE MDR (MEDIUM DENSITY RESIDENTIAL)

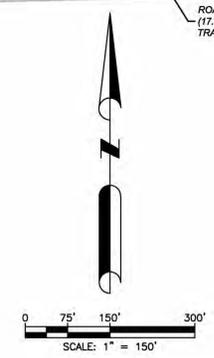
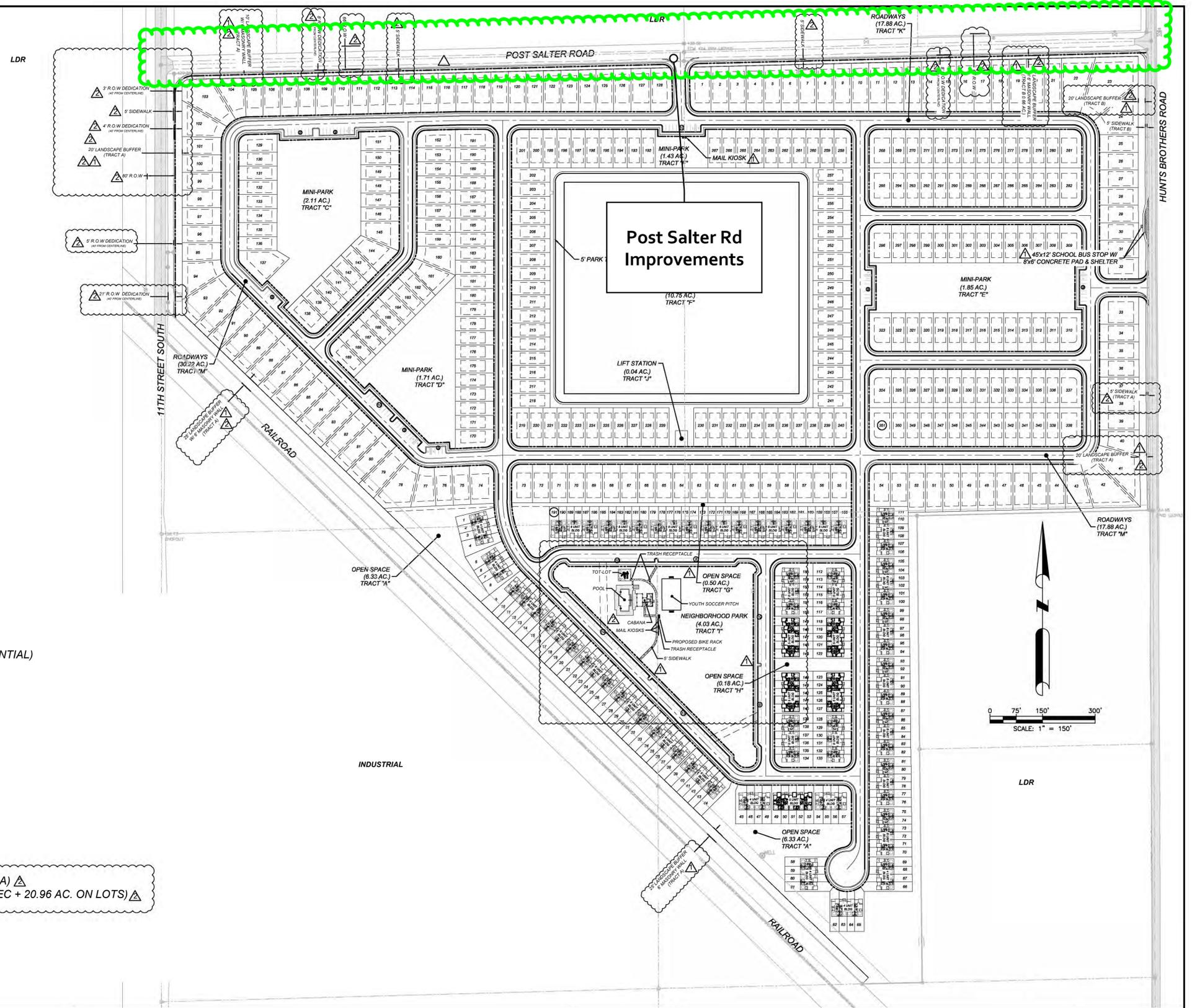
SINGLE FAMILY DETACHED LOTS PROVIDED  
 40'x110' 223 LOTS (63.53%)  
 50'x110' 128 LOTS (36.47%)  
 TOTAL LOTS 351 LOTS

TOWNHOUSE UNITS PROVIDED	NUMBER OF BUILDINGS	NUMBER OF UNITS
4 UNIT BUILDING	7	28 UNITS $\Delta$
5 UNIT BUILDING	5	25 UNITS $\Delta$
6 UNIT BUILDING	23	138 UNITS $\Delta$
TOTAL UNITS		191 UNITS $\Delta$

PONDS PROVIDED  
 POND 1 10.75 AC (10.30% TOTAL AREA)

OPEN SPACE/ACTIVE RECREATION PROVIDED 34.91 AC (34.96% OF TOTAL AREA)  $\Delta$   
 (15.24 AC. OPEN SPACE / ACT REC + 20.96 AC. ON LOTS)  $\Delta$

PARKING PROVIDED  
 HANDICAP SPACES 12 SPACES  
 HEAD IN PARKING 63 SPACES  
 PARALLEL PARKING 65 SPACES  $\Delta$   
 TOTAL PARKING PROVIDED 140 SPACES  $\Delta$



F:\CBD9\CAD\PlanSet\PPD\3 OVERALL SITE PLAN.dwg, 5/3/2022 1:27:04 PM

<p><b>DAVE SCHMITT ENGINEERING, INC.</b>                  12301 Lake Underhill Road Suite 241                  ORLANDO, FL 32828                  407-207-9088 FAX 407-207-9089                  Certification of Authorization #27471</p>	REVISIONS DATE BY DESCRIPTION DATE BY DESCRIPTION 04-25-2022 BC REV. PER CITY COMMENTS $\Delta$ 03-21-2022 BC REV. PER CITY COMMENTS $\Delta$		DAVE M. SCHMITT FLORIDA REG. NUMBER 48274	<p><b>OVERALL SITE PLAN</b>                  HUNT CLUB GROVE - SOUTH                  LAKE WALES, FLORIDA</p>	DATE: JAN. 2022 PROJECT NO.: CBD-9 DRAWN BY: JSK CHECKED BY: DMS SCALE: 1"=150' SHEET: 3 OF 12
	<p>INDUSTRIAL</p>				