

*Bradbury
Community Development District*

Meeting Agenda

February 22, 2023

AGENDA

Bradbury

Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

February 15, 2023

**Board of Supervisors
Bradbury
Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Bradbury Community Development District** will be held on **Wednesday, February 22, 2023 at 10:15 AM at 346 E. Central Ave., Winter Haven, FL 33880.**

Zoom Video Link: <https://us06web.zoom.us/j/85649344949>

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

Meeting ID: 856 4934 4949

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes from the January 3, 2023 Board of Supervisors Meeting
4. Presentation and Approval of Updated Engineer's Report dated February 9, 2023
5. Presentation and Approval of Supplemental Assessment Methodology dated February 22, 2023
6. Consideration of Construction Funding Agreement for Phase 1 and Phase 2 Improvements with CH Dev Bradbury, LLC
7. Consideration of Temporary Construction and Access Easement Agreement for Phase 1 and Phase 2 Improvements with CH Dev Bradbury, LLC
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
 - iii. Ratification of Fiscal Year 2023 Funding Request #2
9. Other Business
10. Supervisors Requests and Audience Comments
11. Adjournment

¹ Comments will be limited to three (3) minutes

MINUTES

**MINUTES OF MEETING
BRADBURY
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Bradbury Community Development District was held Tuesday, **January 3, 2023** at 9:15 a.m. at 346 E. Central Ave. Winter Haven, Florida.

Present and constituting a quorum:

Lauren Schwenk
Chuck Cavaretta
Daniel Arnette

Vice Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Lauren Gentry
Rey Malave *via Zoom*
Molly Banfield *via Zoom*

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

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

**Approval of Minutes from the November 16,
2022 Board of Supervisors Meeting**

Ms. Burns presented the minutes from November 16, 2022 Board of Supervisors meeting. She asked for any questions, comments, or corrections to those minutes. Hearing none,

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, the Minutes from the November 16, 2022 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS**Ratification of Amended Notices of Intent to Award Phase 1 & 2 Project Work**

Ms. Burns stated that at the previous meeting the Board reviewed and ranked proposals for Phase 1 and Phase 2, and it was decided to award just Phase 1. She noted that subsequent to that meeting, the Chair decided to award the Phase 2 based on the rankings that the Board had already adopted. She stated that those notices were sent, and this was just a ratification of sending the notice for Phase 2 and both projects were awarded to Kearney including the offsite.

On MOTION by Mr. Cavaretta, seconded by Mr. Arnette, with all in favor, the Notices of Intent to Award Phase 1 & 2 Project Work, was ratified.

FIFTH ORDER OF BUSINESS**Consideration of Resolution 2023-07 Making Findings and Ratifying Staff's Actions in Sending Amended Notices of Intent to Award for Project**

Ms. Burns stated that this was a resolution summarizing all the work that was done so that the Board is ratifying those actions by staff and the Chair.

On MOTION by Ms. Schwenk, seconded by Mr. Arnette, with all in favor, Resolution 2023-07 Making Findings and Ratifying Staff's Actions in Sending Amended Notices of Intent to Award for Project, was approved.

**Rey Malave joined the meeting at this time.*

SIXTH ORDER OF BUSINESS**Consideration of Contract Agreement with Polk County Property Appraiser**

Ms. Burns stated that this was their annual renewal so that they could collect on the tax roll for November 2023.

SEVENTH ORDER OF BUSINESS**Consideration of 2023 Data Sharing and Usage Agreement with Polk County Property Appraiser**

Ms. Burns stated that this agreement was for their office to not disclose exempt parcels. She noted that she would be happy to answer any questions. Hearing none,

On MOTION by Mr. Cavaretta, seconded by Mr. Arnette, with all in favor, the Contract Agreement with Polk County Property Appraiser and the 2023 Data Sharing and Usage Agreement with Polk County Property Appraiser, were approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Gentry had nothing to report to the Board.

B. Engineer

Mr. Malave had nothing to report to the Board.

C. District Manager's Report

i. Approval of Check Register

Ms. Burns noted that financial statements were included in the agenda package for review and no action was required.

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

ii. Balance Sheet & Income Statement

Ms. Burns noted that financial statements through November were included in the agenda package for review and no action was required.

NINTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TENTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

Bradbury Community Development District

Engineer's Report

FEBRUARY 9, 2023



SUBMITTED BY

Dewberry Engineers Inc.
800 North Magnolia Avenue
Suite 1000
Orlando, Florida 32803
407-843-5120

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INTRODUCTION

Bradbury Community Development District (the "District" or "CDD") is located entirely within the City of Haines City ("City"), Florida. It is generally located east Powerline Road, south of E Hinson Ave, and north of Bradbury Road. The District currently contains approximately 210.49 acres and is expected to consist of 811 residential lots of various sizes for single family with recreation/amenity areas, parks, and associated infrastructure for the development.

The CDD was established under the City ordinance #22-2011, which was approved on August 18, 2022. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

The master developer ("Developer") is Cascara II, LLC, which is based in Winter Haven, Florida. The development is approved as a Residential Planned Unit Development (RPUD) for Residential Units to be constructed in 2 phases. A land use summary is presented in Table 1.

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

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

Table 1 Land Use

LAND USE	AREA (acres)
Master Stormwater System	30.60
Residential Land (Single-Family Lots)	94.47
Roadways Infrastructure & Public Facilities	33.35
Open Space/Conservation Areas/Parks	52.07
TOTAL	210.49

Table 2 Lot Types

LOT TYPE	UNITS
42-ft SFR Lots	476
52-ft SFR Lots	335
TOTAL	811

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

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

PURPOSE AND SCOPE

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

The predominant portion of this report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. The engineer has considered and in specific instances has relied upon, the information and documentation prepared or supplied by others to prepare this Engineer's Report.

THE DEVELOPMENT

The development will consist of 811 residential units and associated infrastructure. The development is a planned residential community consisting of 210.49 acres east of Powerline Road, north of Bradbury Road, and south of E Hinson Ave. It located entirely within the City of Haines City. The land uses and zoning for the development are RPUD (Residential Planned Unit Development). The development will be constructed in 2 phases.

CAPITAL IMPROVEMENTS

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

There will be stormwater structures and conveyance culverts within the CIP, which will outfall into the various on-site stormwater ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system (including lift station) are also included in the CIP. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District. Installation of streetlights and the incremental cost of undergrounding of power within the public rights-of-way or easements will be funded by the District. The recreational areas will have connectivity via sidewalks to the other portions of the District. The recreational areas will be accessed by the public roadways and sidewalks.

CAPITAL IMPROVEMENT PLAN COMPONENTS

The CIP for the District includes the following:

Stormwater Management Facilities

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

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C0380G, dated 12/22/2016, demonstrates that the property is located within Flood Zone A, AH, and X. The 100-year flood volumes will be compensated as required the County and FEMA.

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

Public Roadways

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

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

Water and Wastewater Facilities

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

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

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

Off-Site Improvements

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

Amenities and Parks

The District will provide funding for an amenity center that is open to the residents and the public, consistent with rates, rules and policies to be adopted by the District, and to include the following: parking areas, restroom facilities, pool, all-purpose playfields, and walking trails to provide connectivity to the various amenity centers within the CDD. In addition, there will be passive parks throughout the development, which will include benches and walking trails.

Electric Utilities and Lighting

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund the incremental cost of undergrounding of the electric conduits, transformer/cabinet pads, and electric manholes required by Duke Energy, with Duke Energy providing underground electrical service to the development. The CDD presently intends to fund the cost to purchase and install the street lighting along the internal roadways within the CDD. District will retain ownership of the electric distribution system and streetlights and electrical service will be provided by Duke Energy.

Entry Feature

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

Miscellaneous

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

Permitting

Construction permits for all phases are required and include the County, SWFWMD ERP, FDEP. Following is a summary of required permits obtained or pending approval for the construction of the public infrastructure improvements for the District:

Table 3 Permits/Approvals

Permits/Approvals	Approval/Expected Date
Zoning Approval	Residential Planned Unit Development (RPUD)
Preliminary Plat	To be obtained
SWFWMD ERP	To be obtained
Construction Permits	To be obtained
FDEP Sanitary Sewer General Permit	To be obtained
FDEP Water Distribution General Permit	To be obtained
FDEP NOI	To be obtained

RECOMMENDATION

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

function so long as the construction and installation are in substantial conformance with the design construction plans and regulatory permits.

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

REPORT MODIFICATION

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

SUMMARY AND CONCLUSION

The improvements as outlined are necessary for the functional development of the entire project. The project is being designed in accordance with current government regulatory requirements. The project will serve its intended function provided the construction is in substantial compliance with the design. Items of construction for the project are based upon current development plans.

ENGINEER'S CERTIFICATION

It is our professional opinion that the public infrastructure costs for the CIP provided in this report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District and the value is at least the same as the costs for said improvements.

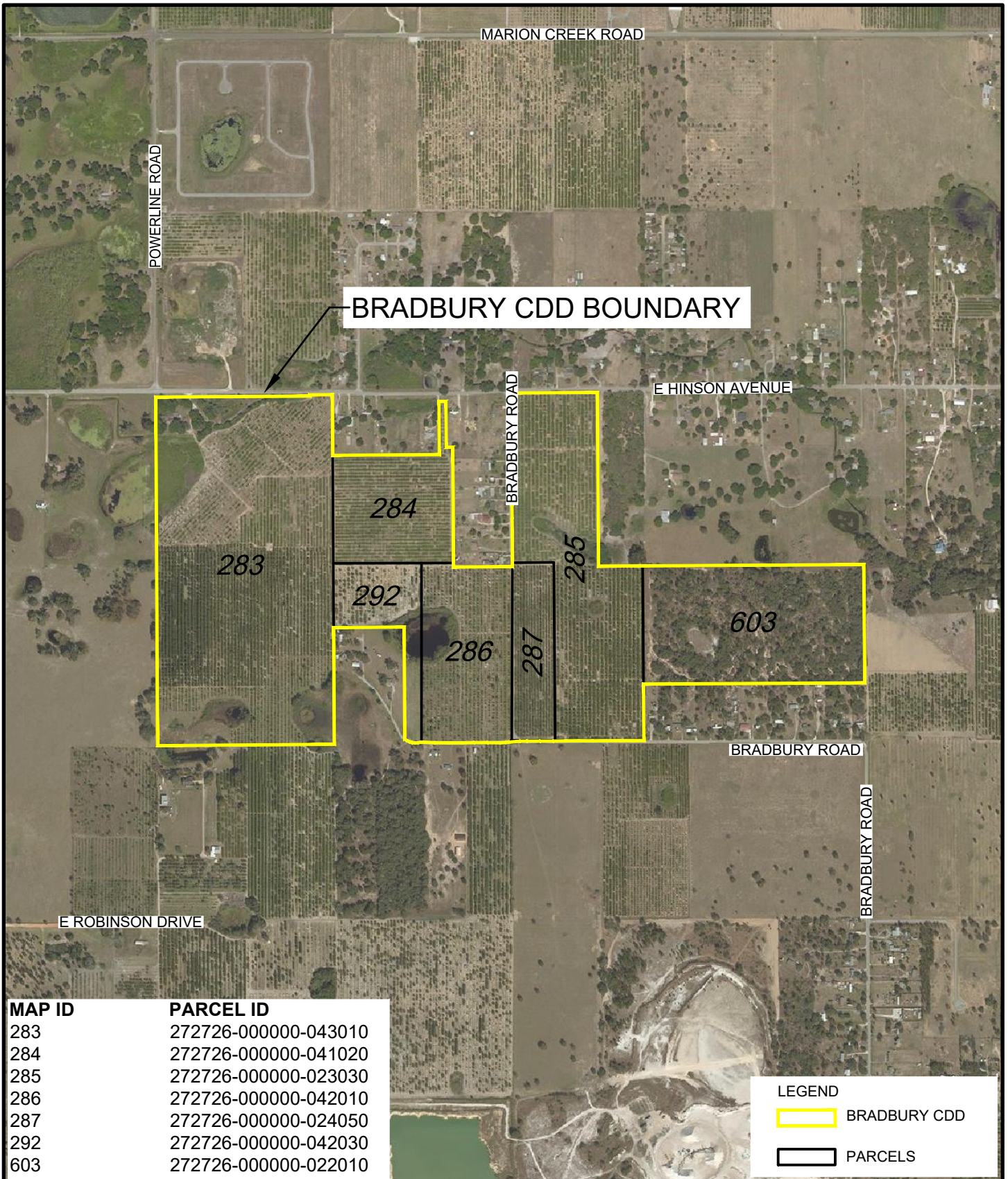
The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the county. However, labor market, future costs of equipment; materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

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

I hereby certify that the foregoing is a true and correct copy of the engineer's report for Bradbury Community Development District.



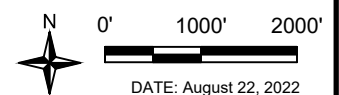
Reinardo Malavé, P.E.
Florida License No. 31588



SECT 26, T27S, R27E

EXHIBIT 1 - LOCATION AND BOUNDARY MAP BRADBURY CDD

APPROX. CDD BOUNDARY
AREA - 210.49 ± AC.



DESCRIPTION: (Per Title Commitment)

A parcel of land lying in the South 1/2 of Section 26, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 26, run thence along the East line of the Northeast 1/4 of said Section 26, S 00°22'49" E, a distance of 2650.58 feet to the East 1/4 corner of said Section 26; thence along the East line of the Southeast 1/4 of said Section 26, S 00°26'32" E, a distance of 1323.79 feet to the POINT OF BEGINNING; thence continue along said East line, S 00°26'32" E, a distance of 887.79 feet to the North line of the South 436.00 feet of said Southeast 1/4; thence along said North line, S 89°41'33" W, a distance of 1661.58 feet to the West line of the East 1/4 of the Southwest 1/4 of said Southeast 1/4; thence along said West line, S 00°21'28" E, a distance of 424.79 feet to the Northerly Maintained Right of Way of Bradbury Road, according to said Map Book 5, Pages 223 through 229; thence along said Northerly Maintained Right of Way the following ten (10) courses: 1) N 89°44'05" W, a distance of 78.93 feet; 2) S 89°41'33" W, a distance of 100.00 feet; 3) N 89°44'05" W, a distance of 100.00 feet; 4) S 89°07'10" W, a distance of 100.00 feet; 5) N 89°44'05" W, a distance of 100.00 feet; 6) S 89°41'33" W, a distance of 100.00 feet; 7) S 89°07'10" W, a distance of 100.00 feet; 8) S 89°41'33" W, a distance of 100.00 feet; 9) N 89°44'05" W, a distance of 100.00 feet; 10) S 89°41'33" W, a distance of 50.00 feet; thence departing said Northerly Maintained Right of Way and traversing across said Bradbury Road into the Southwest 1/4 of said Section 26, S 84°53'40" W, a distance of 108.79 feet to the Northerly Maintained Right of Way of East Robinson Drive, according to the Polk County Maintained Right of Way Map of East Robinson Drive, recorded in Map Book 1, Page 218 of said Public Records; thence along said Northerly Maintained Right of Way the following eight (8) courses: 1) S 85°50'06" W, a distance of 37.44 feet; 2) N 89°11'44" W, a distance of 100.02 feet; 3) N 89°46'07" W, a distance of 100.00 feet; 4) S 89°05'08" W, a distance of 100.00 feet; 5) S 89°39'31" W, a distance of 100.00 feet; 6) N 89°11'44" W, a distance of 100.02 feet; 7) N 88°03'03" W, a distance of 100.08 feet; 8) Westerly, 126.81 feet along the arc of a non-tangent curve to the right having a radius of 131.53 feet and a central angle of 55°14'16" (chord bearing N 79°26'43" W, 121.95 feet) to the East line of the West 529.63 feet of the Southeast 1/4 of said Southwest 1/4; thence along said East line, thence N 00°18'10" W, a distance of 841.64 feet to the North line of the South 875.63 feet of the Southeast 1/4 of said Southwest 1/4; thence along said North line, S 89°33'00" W, a distance of 529.63 feet to the West line of the Southeast 1/4 of said Southwest 1/4; thence along said West line, S 00°18'10" E, a distance of 875.63 feet to the South line of said Southwest 1/4; thence along said South line, S 89°33'00" W, a distance of 1326.78 feet to the Southwest corner of said Section 26; thence along the West line of said Southwest 1/4, N 00°17'55" W, a distance of 2616.51 feet to the Southerly Right of Way of Hinson Avenue, according to Official Records Book 936, Page 374 of said Public Records; thence along said Southerly Right of Way the following three (3) courses: 1) along a line 35.00 feet South of and parallel with the North line of said Southwest 1/4, N 89°40'02" E, a distance of 1156.58 feet to a line 170.00 feet West of and parallel with the East line of the Northwest 1/4 of said Southwest 1/4; 2) along said parallel line, N 00°18'10" W, a distance of 10.00 feet to a line 25.00 feet South of and parallel with said North line; 3) along said parallel line, N 89°40'02" E, a distance of 170.00 feet to said East line of the Northwest 1/4 of said Southwest 1/4; thence departing said South Right of Way and along said East line, S 00°18'10" E, a distance of 455.00 feet to a line 480.00 feet South of and parallel with said North line; thence along said parallel line, N 89°40'02" E, a distance of 800.00 feet to a line 800.00 feet East of and parallel with said East line; thence along said parallel line, N 00°18'10" W, a distance of 400.00 feet to the Southerly Right of Way of Hinson Avenue, according to Official Records Book 902, Page 134 of said Public Records; thence along said Southerly Right of Way, being 80.00 feet South of and parallel with said North line, N 89°40'02" E, a distance of 52.08 feet to a line 474.50 feet West of and parallel with the East line of said Southwest 1/4; thence along said parallel line, S 00°18'25" E, a distance of 345.00 feet to a line 425.00 feet South of and parallel with said North line; thence along said parallel line, N 89°40'02" E, a distance of 49.50 feet to a line 425.00 feet West of and parallel with said East line; thence along said parallel line, S 00°18'25" E, a distance of 898.47 feet to the South line of the North 1/2 of said Southwest 1/4; thence N 89°36'31" E, a distance of 425.00 feet to said East line; thence along the South line of the North 1/2 of aforesaid Southeast 1/4, N 89°39'30" E, a distance of 17.41 feet to the Easterly Maintained Right of Way of Bradbury Road, according to said Map Book 5, Pages 223 through 229; thence along said Easterly Maintained Right of Way the following eleven (11) courses: 1) N 00°15'57" E, a distance of 58.91 feet; 2) N 00°18'25" W, a distance of 200.00 feet; 3) N 00°52'48" W, a distance of 100.00 feet; 4) N 00°18'25" W, a distance of 100.00 feet; 5) N 00°52'48" W, a distance of 200.01 feet; 6) N 00°18'25" W, a distance of 100.00 feet; 7) N 00°52'48" W, a distance of 100.00 feet; 8) N 00°18'25" W, a distance of 100.00 feet; 9) N 00°52'48" W, a distance of 100.00 feet; 10) N 00°18'25" W, a distance of 100.00 feet; 11) N 00°45'55" W, a distance of 144.13 feet to the South Right of Way of Hinson Avenue, according to Official Records Book 1434, Page 257; thence along said South Right of Way, being a line 20.00 feet South of and parallel with the North line of said Southeast 1/4, N 89°39'37" E, a distance of 651.49 feet to the East line of the West 1/2 of the Northwest 1/4 of said Southeast 1/4; thence along said East line, S 00°20'27" E, a distance of 1303.23 feet to aforesaid South line of the North 1/2 of the Southeast 1/4 of Section 26; thence along said South line, N 89°40'35" E, a distance of 1992.32 feet to the POINT OF BEGINNING.

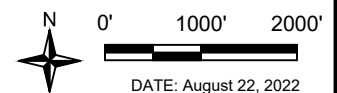
LESS AND EXCEPT existing road rights-of-way.

Altogether containing 210.491± acres.

SECT 26, T27S, R27E

APPROX. CDD BOUNDARY
AREA - 210.49 ± AC.

EXHIBIT 2 - LEGAL DESCRIPTION BRADBURY CDD

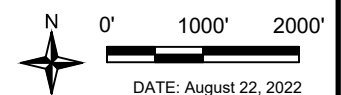


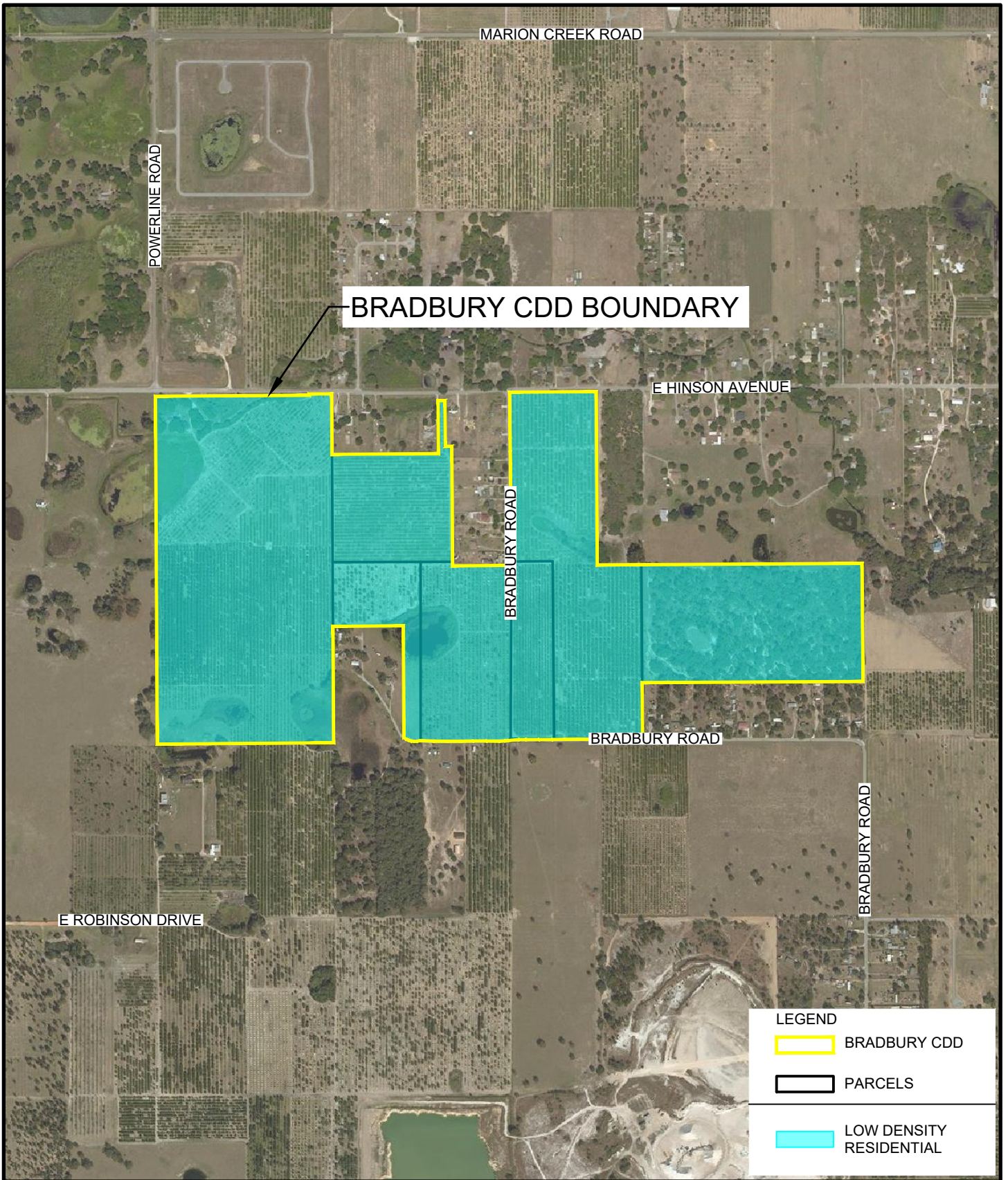


SECT 26, T27S, R27E

APPROX. CDD BOUNDARY
AREA - 210.49 ± AC.

EXHIBIT 4 - ZONING MAP BRADBURY CDD

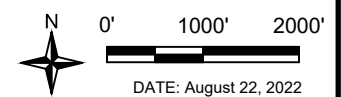


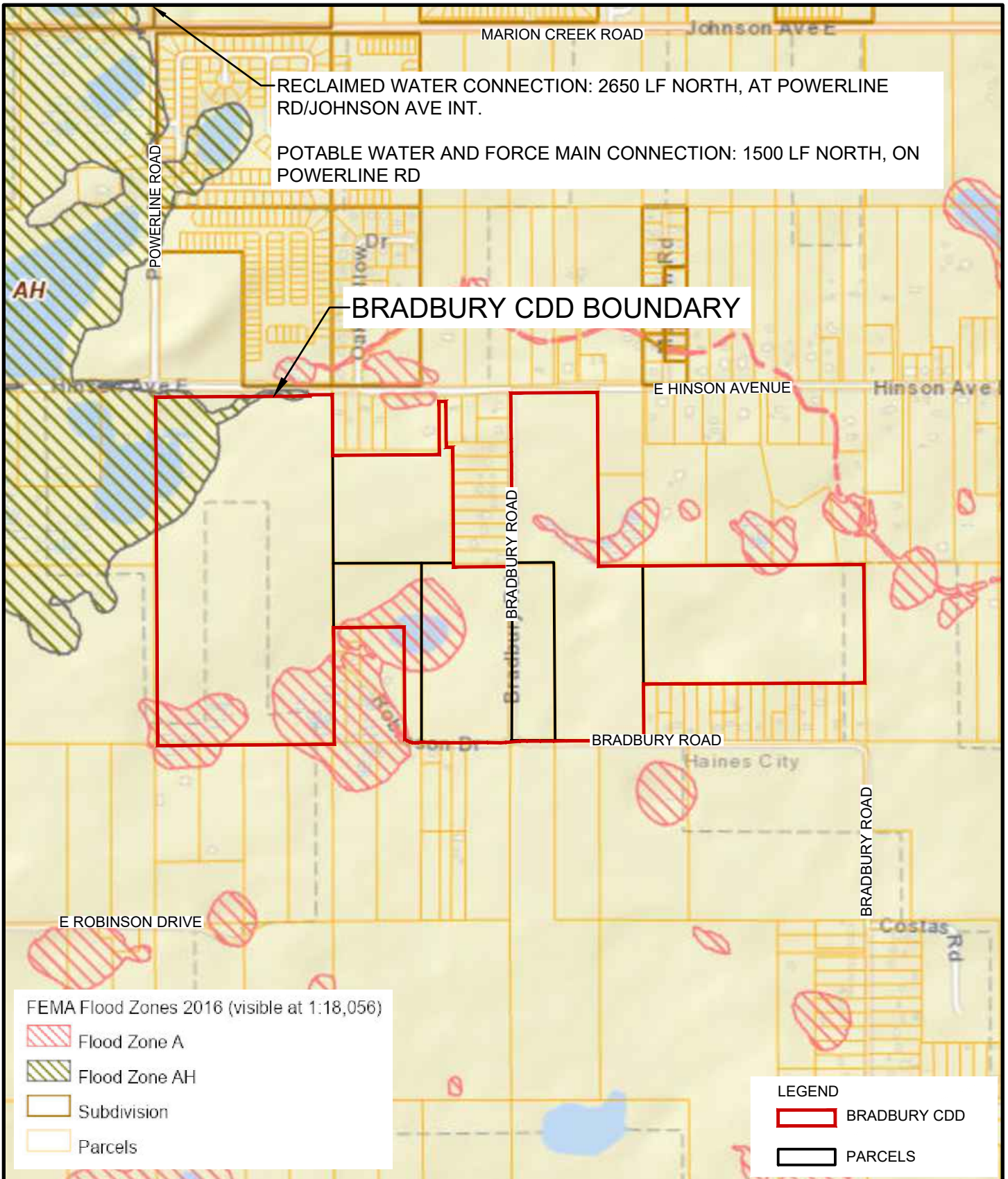


SECT 26, T27S, R27E

EXHIBIT 5 - FUTURE LAND USE MAP BRADBURY CDD

APPROX. CDD BOUNDARY
AREA - 210.49 ± AC.





SECT 26, T27S, R27E

EXHIBIT 6 - DRAINAGE AND UTILITIES BRADBURY CDD

APPROX. CDD BOUNDARY
AREA - 210.49 ± AC.

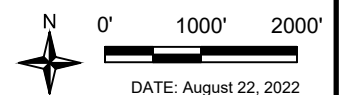


Exhibit 7A

Summary of Proposed District Facilities

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Haines City	District Bonds	City of Haines City
Street Lighting/Conduit	District	District	District Bonds	Duke Energy
Road Construction	District	District	District Bonds	District
Parks & Amenities	District	District	District Bonds	District
Offsite Improvements	District	Polk County	District Bonds	Polk County

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

** District will fund undergrounding of electrical conduit

*** District will fund street lighting maintenance services

Bradbury CDD - Exhibit 7B		
<u>Infrastructure</u> (1)		Subtotals
Construction Timeline: 2022-2023		
Number of Lots	811	
LF Roadway	28966	
Roadway Length in Miles	5.49	
Offsite Improvements (5)(7)(10)		\$ 3,702,289.42
Stormwater Management (2)(3)(5)(6)(7)(10)		\$ 4,821,586.22
Mass Grading and Master Stormwater Drainage	\$ 2,087,746.83	
Roadway Drainage	\$ 2,733,839.39	
Utilities (Water, Sewer, & Reuse) (5)(7)(9)(10)		\$ 6,400,081.71
Water	\$ 1,772,822.63	
Reuse	\$ 1,446,418.47	
Gravity Sewer	\$ 2,739,234.97	
Lift Station & Force mains	\$ 441,605.64	
Electrical (5)(7)(9)(10)		\$ 1,922,894.51
Street Lighting	\$ 482,646.52	
Electrical Distribution	\$ 1,440,247.98	
Roadway (4)(5)(7)(10)		\$ 4,821,586.22
Entry Feature (7)(8)(9)(10)		\$ 400,000.00
Parks and Amenities (7)(10)		\$ 3,244,000.00
SUBTOTAL CONSTRUCTION		\$ 25,312,438.09
General Consulting (Engr & Legal)		\$ 1,482,093.19
Contingency		\$ 2,611,692.54
TOTAL		\$ 29,406,223.82

2/9/2023

Notes:

- (1) Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or
- (2) Excludes grading of each lot in conjunction with home construction, which will be provided by the owner.
- (3) Includes Stormwater pond excavation. Does not include the cost of transportation of fill for the pond.
- (4) Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
- (5) Includes subdivision infrastructure and civil/site engineering.
- (6) Stormwater does not include grading associated with building pads.
- (7) Estimates are based on 2023 cost.
- (8) Includes entry features, signage, hardscape, landscape, irrigation and fencing.
- (9) CDD will enter into a Lighting Agreement with Duke Energy for the lighting service. Includes only the incremental cost of undergrounding.
- (10) Estimates based on 811 lots.
- (11) The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).

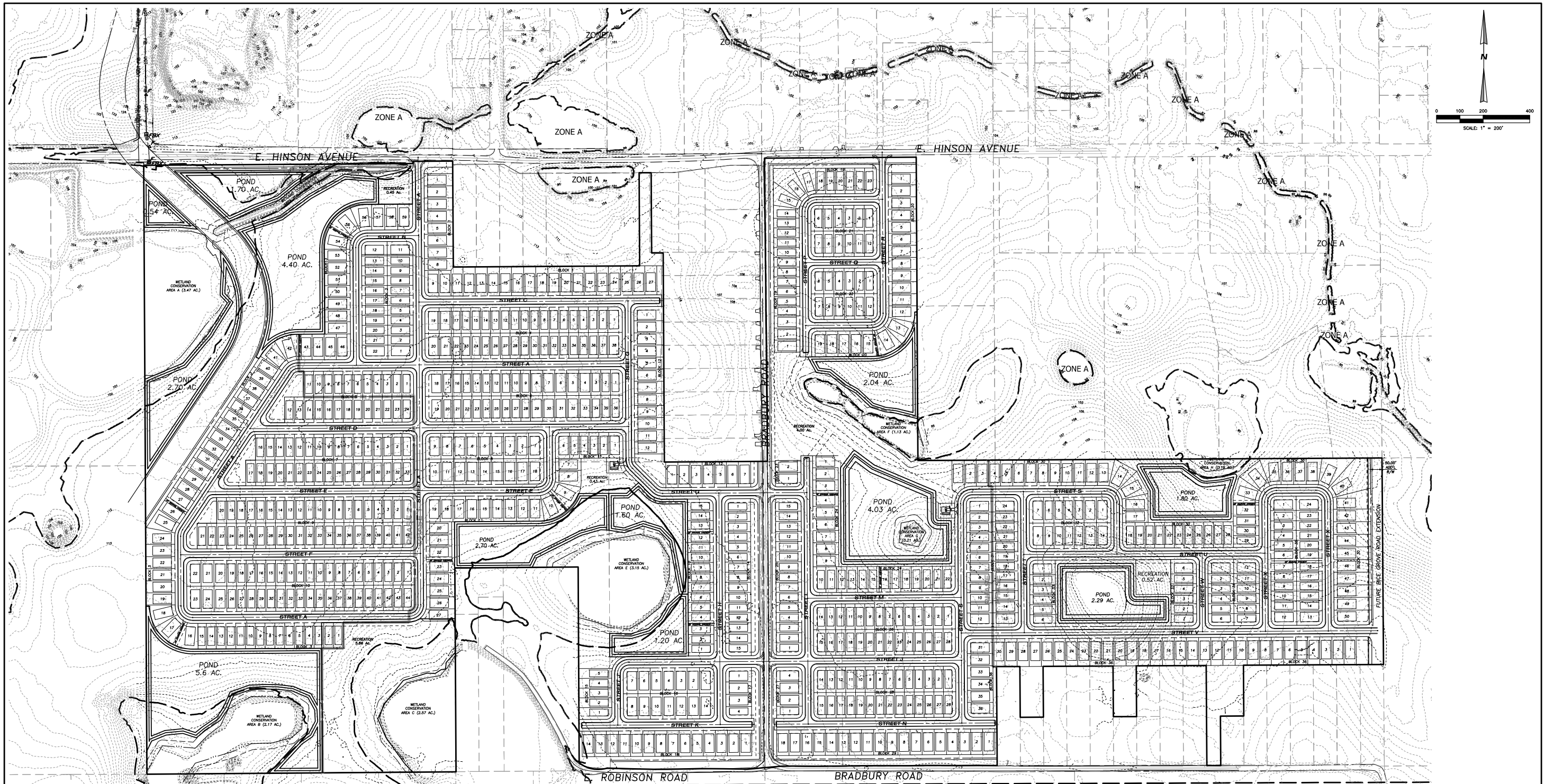


EXHIBIT 8

SONS SUBDIVISION LOT SUMMARY				
PHASE	LOT WIDTH			TOTAL
	42	52	60	
PHASE 1	264	222		486
PHASE 2	212	113		325
TOTAL	476	335	0	811

CONCEPTUAL SITE PLAN

SHT. NO. 1 OF 1

SONS BRADBURY

HAINES CITY, POLK COUNTY, FLORIDA

NO.	DATE	REVISION	BY
DATE: November 2, 2021		JOB #: 00844.0034	

**ABSOLUTE
ENGINEERING, INC.**

(813) 221-1516 TEL
(813) 344-0100 FAX

1000 N. ASHLEY DRIVE, SUITE 925
TAMPA, FLORIDA 33602

C.A. NO. 28358

SECTION V

**SUPPLEMENTAL
ASSESSMENT METHODOLOGY

FOR

BRADBURY

COMMUNITY DEVELOPMENT DISTRICT**

Date: February 22, 2023

Prepared by

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



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

1.0 Introduction

The Bradbury Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the “District”), as amended. The District plans to issue \$19,450,000 of tax exempt bonds in one series (the “Series 2023 Bonds”) for the purpose of financing certain infrastructure improvements (the “Capital Improvement Plan”) within the District described in the Engineer’s Report dated February 9, 2023 prepared by Dewberry Engineers, Inc. as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all, or a portion of the improvements contained in the Capital Improvement Plan (“Capital Improvements”) that benefit property owners within the District.

1.1 Purpose

This Supplemental Assessment Methodology Report for the Series 2023 Project supplements the Master Assessment Methodology dated August 24, 2022 (together the “Assessment Report”) and provides for an assessment methodology for allocating the Series 2023 Bonds incurred by the District to benefiting properties within the District. This Assessment Report allocates the Series 2023 Bonds to properties based on the special benefits each receives from the Capital Improvements. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

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

1.2 Background

The District consists of approximately 210.49 acres in Polk County, Florida. The Development program for the District is currently planned to benefit 811 residential units. The proposed Development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified accordingly.

The public improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit the assessable property within the District. The

Capital Improvement Plan is delineated in the Engineer's Report. Specifically, the District may construct and/or acquire certain offsite improvements, stormwater management, utility facilities, electrical, roadway, entry feature, parks and amenities, general consulting, and contingency.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements and services that may be provided by the District and the estimated costs to implement the Capital Improvement Plan.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvement Plan.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct Capital Improvement Plan.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number and type of platted units.

1.3 Special Benefits and General Benefits

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

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

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

1.4 Requirements of a Valid Assessment Methodology

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

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

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

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property will cost approximately \$29,406,224. The District's Underwriter has determined that financing costs required to fund a portion of the infrastructure improvements for the Capital Improvements, the cost of issuance of the Bonds, capitalized interest, and the funding of the debt service reserve account are \$19,450,000. Additionally, funding required to complete the Capital Improvement Plan not funded with the proceeds of the Bonds is anticipated to be funded by the Developer. Without the Capital Improvement Plan, the property within District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District plans to issue \$19,450,000 in Bonds to fund the District's Capital Improvements, provide for a debt service reserve account, fund capitalized interest, and cost of issuance. It is the purpose of this Assessment Report to allocate the \$19,450,000 in debt to the properties benefiting from the Capital Improvement Plan.

Table 1 identifies the proposed land uses as identified by the Developer of the land the within District. The District has commissioned an Engineer's Report that includes estimated constructions costs for the Capital Improvement Plan needed to support the development, these estimated construction costs are outlined in Table 2. The Capital Improvement Plan needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$29,406,224. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds

to pay for the Capital Improvements and related costs was determined by the District's Underwriter to total \$19,450,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. The Capital Improvement Plan funded by the Series 2023 Bonds benefits all developable acres within the District.

The initial assessments will be levied on an equal basis to all acres within the District. A fair and reasonable methodology allocates the debt represented by the Series 2023 Bonds incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the improvements.

Once platting or the recording of declaration of condominium, ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted first assigned basis. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the Development Plan will be completed and the debt relating to the Series 2023 Bonds will be allocated to the planned 811 residential units within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to the Development Plan, a true up of the assessments will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. This is reflected on Table 5. Based on the product type and number of units anticipated to absorb the Series 2023 Bond Principal, it is estimated that the CDD will recognize a developer contribution equal to approximately \$2,050,000 in eligible infrastructure.

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

2.3 Allocation of Benefit

The Capital Improvement Plan consists of offsite improvements, stormwater management, utility facilities, electrical, roadway, entry feature, parks and amenities, general consulting, and contingency. There are two residential product types within the planned development as reflected in Table 1. The single family 52' lot has been set

as the base unit and has been assigned one equivalent residential unit (“ERU”) per lot. The Capital Improvement Plan for the District is reflected in Table 2. There may be other improvements constructed, but not funded by the Series 2023 Bonds. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the Capital Improvement Plan on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of the proposed Capital Improvements will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management, utility facilities, electrical, roadway, entry feature, parks and amenities, general consulting, and contingency. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

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

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

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

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

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer’s Report relating to the Development is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.) In lieu of having the District issue a greater amount of bonds, and in order to reduce assessment levels by product type, the Developer will be making a contribution of infrastructure in the approximate amount of \$2,050,000 as delineated in Table 5.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the

Capital Improvements relating to the Development have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

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

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

3.0 True Up Mechanism

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

4.0 Assessment Roll

The District will initially distribute the liens across the property within the District boundaries on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes. As a result, the assessment liens are neither fixed nor

are they determinable with certainty on any acre of land in the District prior to the time all Assigned Properties become known. The preliminary assessment roll is depicted in Table 7.

TABLE 1
BRADBURY COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Totals	ERUs per Unit (1)	Total ERUs
Single Family 42'	476	476	0.80	381
Single Family 52'	335	335	1.00	335
Total Units	811	811		716

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a 52' Single Family unit equal to 1 ERU

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

Prepared by: Governmental Management Services - Central Florida, LLC

<p>TABLE 2</p> <p>BRADBURY COMMUNITY DEVELOPMENT DISTRICT</p> <p>INFRASTRUCTURE COST ESTIMATES</p> <p>SUPPLEMENTAL ASSESSMENT METHODOLOGY</p>

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Offsite Improvements	\$3,702,289
Stormwater Management	\$4,821,586
Utilities	\$6,400,082
Electrical	\$1,922,895
Roadway	\$4,821,586
Entry Feature	\$400,000
Parks and Amenities	\$3,244,000
General Consulting	\$1,482,093
Contingency	\$2,611,693
	<u>\$29,406,224</u>

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated February 9, 2023

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
BRADBURY COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Description	Total
Construction Funds	\$16,898,829
Debt Service Reserve	\$1,338,150
Capitalized Interest	\$624,021
Underwriters Discount	\$389,000
Cost of Issuance	\$200,000
Par Amount*	\$19,450,000

Bond Assumptions:

Average Coupon	5.50%
Amortization	30 years
Capitalized Interest	7 months
Debt Service Reserve	Max Annual D/S
Underwriters Discount	2%

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
BRADBURY COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family 42'	476	0.80	381	53.20%	\$8,990,045	\$18,887
Single Family 52'	335	1.00	335	46.80%	\$7,908,784	\$23,608
Totals	811		716	100.00%	\$16,898,829	

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
BRADBURY COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Total Improvements Costs Per Product Type	Potential Allocation of Par Debt Per Product Type	Developer Contributions**	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Single Family 42'	476	\$8,990,045	\$11,437,832	(\$22,049)	\$11,415,783	\$23,983
Single Family 52'	335	\$7,908,784	\$10,062,168	(\$2,027,951)	\$8,034,217	\$23,983
Totals	811	\$16,898,829	\$21,500,000	(\$2,050,000)	\$19,450,000	

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

** In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. Based on the product type and number of units anticipated to absorb the Bond Principal, it is estimated that the CDD will recognize a developer contribution equal to \$2,050,000 in eligible infrastructure.

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
BRADBURY COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family 42'	476	\$11,415,783	\$23,983	\$785,400	\$1,650.00	\$1,774.19
Single Family 52'	335	\$8,034,217	\$23,983	\$552,750	\$1,650.00	\$1,774.19
Totals	811	\$19,450,000		\$1,338,150		

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

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
BRADBURY COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Owner	Property*	Net Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
CH DEV BRADBURY LLC	27-27-26-000000-043010	79.69	\$92,403	\$7,363,630	\$506,614	\$544,746
CH DEV BRADBURY LLC	27-27-26-000000-041020	17.74	\$92,403	\$1,639,237	\$112,779	\$121,267
CH DEV BRADBURY LLC	27-27-26-000000-023030	39.34	\$92,403	\$3,635,151	\$250,097	\$268,921
CH DEV BRADBURY LLC	27-27-26-000000-042010	19.78	\$92,403	\$1,827,740	\$125,748	\$135,212
CH DEV BRADBURY LLC	27-27-26-000000-024050	9.51	\$92,403	\$878,757	\$60,458	\$65,009
CH DEV BRADBURY LLC	27-27-26-000000-042030	9.56	\$92,403	\$883,377	\$60,776	\$65,350
BRADBURY ROAD LLC	27-27-26-000000-022010	34.87	\$92,403	\$3,222,108	\$221,679	\$238,365
Totals		210.49		\$19,450,000	\$1,338,150	\$1,438,871

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

Annual Assessment Periods	30
Average Coupon Rate (%)	5.50%
Maximum Annual Debt Service	\$1,338,150

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

DESCRIPTION: (Per Title Commitment)

A parcel of land lying in the South 1/2 of Section 26, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 26, run thence along the East line of the Northeast 1/4 of said Section 26, S 00°22'49" E, a distance of 2650.58 feet to the East 1/4 corner of said Section 26; thence along the East line of the Southeast 1/4 of said Section 26, S 00°26'32" E, a distance of 1323.79 feet to the POINT OF BEGINNING; thence continue along said East line, S 00°26'32" E, a distance of 887.79 feet to the North line of the South 436.00 feet of said Southeast 1/4; thence along said North line, S 89°41'33" W, a distance of 1661.58 feet to the West line of the East 1/4 of the Southwest 1/4 of said Southeast 1/4; thence along said West line, S 00°21'28" E, a distance of 424.79 feet to the Northerly Maintained Right of Way of Bradbury Road, according to said Map Book 5, Pages 223 through 229; thence along said Northerly Maintained Right of Way the following ten (10) courses: 1) N 89°44'05" W, a distance of 78.93 feet; 2) S 89°41'33" W, a distance of 100.00 feet; 3) N 89°44'05" W, a distance of 100.00 feet; 4) S 89°07'10" W, a distance of 100.00 feet; 5) N 89°44'05" W, a distance of 100.00 feet; 6) S 89°41'33" W, a distance of 100.00 feet; 7) S 89°07'10" W, a distance of 100.00 feet; 8) S 89°41'33" W, a distance of 100.00 feet; 9) N 89°44'05" W, a distance of 100.00 feet; 10) S 89°41'33" W, a distance of 50.00 feet; thence departing said Northerly Maintained Right of Way and traversing across said Bradbury Road into the Southwest 1/4 of said Section 26, S 84°53'40" W, a distance of 108.79 feet to the Northerly Maintained Right of Way of East Robinson Drive, according to the Polk County Maintained Right of Way Map of East Robinson Drive, recorded in Map Book 1, Page 218 of said Public Records; thence along said Northerly Maintained Right of Way the following eight (8) courses: 1) S 85°50'06" W, a distance of 37.44 feet; 2) N 89°11'44" W, a distance of 100.02 feet; 3) N 89°46'07" W, a distance of 100.00 feet; 4) S 89°05'08" W, a distance of 100.00 feet; 5) S 89°39'31" W, a distance of 100.00 feet; 6) N 89°11'44" W, a distance of 100.02 feet; 7) N 88°03'03" W, a distance of 100.08 feet; 8) Westerly, 126.81 feet along the arc of a non-tangent curve to the right having a radius of 131.53 feet and a central angle of 55°14'16" (chord bearing N 79°26'43" W, 121.95 feet) to the East line of the West 529.63 feet of the Southeast 1/4 of said Southwest 1/4; thence along said East line, thence N 00°18'10" W, a distance of 841.64 feet to the North line of the South 875.63 feet of the Southeast 1/4 of said Southwest 1/4; thence along said North line, S 89°33'00" W, a distance of 529.63 feet to the West line of the Southeast 1/4 of said Southwest 1/4; thence along said West line, S 00°18'10" E, a distance of 875.63 feet to the South line of said Southwest 1/4; thence along said South line, S 89°33'00" W, a distance of 1326.78 feet to the Southwest corner of said Section 26; thence along the West line of said Southwest 1/4, N 00°17'55" W, a distance of 2616.51 feet to the Southerly Right of Way of Hinson Avenue, according to Official Records Book 936, Page 374 of said Public Records; thence along said Southerly Right of Way the following three (3) courses: 1) along a line 35.00 feet South of and parallel with the North line of said Southwest 1/4, N 89°40'02" E, a distance of 1156.58 feet to a line 170.00 feet West of and parallel with the East line of the Northwest 1/4 of said Southwest 1/4; 2) along said parallel line, N 00°18'10" W, a distance of 10.00 feet to a line 25.00 feet South of and parallel with said North line; 3) along said parallel line, N 89°40'02" E, a distance of 170.00 feet to said East line of the Northwest 1/4 of said Southwest 1/4; thence departing said South Right of Way and along said East line, S 00°18'10" E, a distance of 455.00 feet to a line 480.00 feet South of and parallel with said North line; thence along said parallel line, N 89°40'02" E, a distance of 800.00 feet to a line 800.00 feet East of and parallel with said East line; thence along said parallel line, N 00°18'10" W, a distance of 400.00 feet to the Southerly Right of Way of Hinson Avenue, according to Official Records Book 902, Page 134 of said Public Records; thence along said Southerly Right of Way, being 80.00 feet South of and parallel with said North line, N 89°40'02" E, a distance of 52.08 feet to a line 474.50 feet West of and parallel with the East line of said Southwest 1/4; thence along said parallel line, S 00°18'25" E, a distance of 345.00 feet to a line 425.00 feet South of and parallel with said North line; thence along said parallel line, N 89°40'02" E, a distance of 49.50 feet to a line 425.00 feet West of and parallel with said East line; thence along said parallel line, S 00°18'25" E, a distance of 898.47 feet to the South line of the North 1/2 of said Southwest 1/4; thence N 89°36'31" E, a distance of 425.00 feet to said East line; thence along the South line of the North 1/2 of aforesaid Southeast 1/4, N 89°39'30" E, a distance of 17.41 feet to the Easterly Maintained Right of Way of Bradbury Road, according to said Map Book 5, Pages 223 through 229; thence along said Easterly Maintained Right of Way the following eleven (11) courses: 1) N 00°15'57" E, a distance of 58.91 feet; 2) N 00°18'25" W, a distance of 200.00 feet; 3) N 00°52'48" W, a distance of 100.00 feet; 4) N 00°18'25" W, a distance of 100.00 feet; 5) N 00°52'48" W, a distance of 200.01 feet; 6) N 00°18'25" W, a distance of 100.00 feet; 7) N 00°52'48" W, a distance of 100.00 feet; 8) N 00°18'25" W, a distance of 100.00 feet; 9) N 00°52'48" W, a distance of 100.00 feet; 10) N 00°18'25" W, a distance of 100.00 feet; 11) N 00°45'55" W, a distance of 144.13 feet to the South Right of Way of Hinson Avenue, according to Official Records Book 1434, Page 257; thence along said South Right of Way, being a line 20.00 feet South of and parallel with the North line of said Southeast 1/4, N 89°39'37" E, a distance of 651.49 feet to the East line of the West 1/2 of the Northwest 1/4 of said Southeast 1/4; thence along said East line, S 00°20'27" E, a distance of 1303.23 feet to aforesaid South line of the North 1/2 of the Southeast 1/4 of Section 26; thence along said South line, N 89°40'35" E, a distance of 1992.32 feet to the POINT OF BEGINNING.

LESS AND EXCEPT existing road rights-of-way.

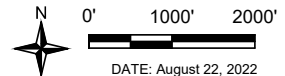
Altogether containing 210.491± acres.

SECT 26, T27S, R27E

APPROX. CDD BOUNDARY
AREA - 210.49 ± AC.

EXHIBIT A - LEGAL DESCRIPTION

BRADBURY CDD



SECTION VI

**CONSTRUCTION FUNDING AGREEMENT BETWEEN
BRADBURY COMMUNITY DEVELOPMENT
DISTRICT AND CH DEV BRADBURY, LLC
(PHASE 1 AND PHASE 2 IMPROVEMENTS)**

THIS AGREEMENT (“Agreement”) is made and entered into and effective as of ____ day of February 2023, by and between:

BRADBURY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Haines City, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”), and

CH DEV BRADBURY, LLC, a Florida limited liability company, an owner of certain lands within the District, with a mailing address of 346 E. Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“Developer”)

RECITALS

WHEREAS, the District was established by an ordinance, as amended from time to time, adopted by the Board of City Commissioners of the City of Haines City, Florida (“City”), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District identified in the Engineers Report (defined below, hereinafter the "Development") upon which the District's improvements have been or will be made; and

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

WHEREAS, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated master improvements and facilities within the Development, which are described in the District’s *Engineer’s Report*, dated August 24, 2022, attached hereto as **Exhibit A** (the “Engineer’s Report”) including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the “Improvements”); and

WHEREAS, in order to induce the District to proceed at this time with the construction of the necessary or desired improvements, the Developer desires to provide the funds necessary to enable the District to proceed with such improvements; and

WHEREAS, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements as described in **Exhibit A**, and the parties agree

that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from those bonds.

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

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

2. FUNDING. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the infrastructure improvements. Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's construction account with such depository as determined by the District.

3. REPAYMENT. The parties agree that the funds provided by Developer pursuant to this Agreement will be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds. Within forty-five (45) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Improvements, the District shall reimburse Developer until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Improvements within five (5) years of the date of this Agreement, and, thus does not reimburse the Developer for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

4. DEFAULT. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

7. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

9. **NOTICES.** All notices, requests, consents and other communications hereunder ("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 District: Bradbury Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to Developer: CH Dev Bradbury, LLC
346 E. Central Avenue
Winter Haven, Florida 33880
Attn: Albert B. Cassidy

With a copy to: Straughn & Turner PA
255 Magnolia Avenue, S.W.
Winter Haven, Florida 33880
Attn: Richard E. Straughn

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 parties may deliver Notice on behalf of the party he/she represents. 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) days written notice to the parties and addressees set forth herein.

10. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. EFFECTIVE DATE. The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

15. COUNTERPARTS. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

[Signatures on next page]

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

ATTEST:

**BRADBURY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

WITNESS:

CH DEV BRADBURY, LLC

Print Name: _____

By: Albert B. Cassidy
Its: Manager

Exhibit A: *Engineer's Report, dated August 24, 2022*

EXHIBIT A

Bradbury Community Development District

Engineer's Report

AUGUST 24, 2022



SUBMITTED BY

Dewberry Engineers Inc.
800 North Magnolia Avenue
Suite 1000
Orlando, Florida 32803
407-843-5120

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District Boundary Map	Exhibit 3
Land Use Map	Exhibit 4
Future Land Use Map.....	Exhibit 5
Drainage Floodplain and Utilities Map.....	Exhibit 6
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Overall Site Plan	Exhibit 8

INTRODUCTION

Bradbury Community Development District (the "District" or "CDD") is located entirely within the City of Haines City ("City"), Florida. It is generally located east Powerline Road, south of E Hinson Ave, and north of Bradbury Road. The District currently contains approximately 210.49 acres and is expected to consist of 811 residential lots of various sizes for single family with recreation/amenity areas, parks, and associated infrastructure for the development.

The CDD was established under the County ordinance #22-2011, which was approved by the Board of County Commissioners on August 18, 2022. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

The master developer ("Developer") is Cascara II, LLC, which is based in Winter Haven, Florida. The development is approved as a Residential Planned Unit Development (RPUD) for Residential Units to be constructed in 2 phases. A land use summary is presented in Table 1.

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

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

Table 1 Land Use

LAND USE	AREA (acres)
Master Stormwater System	30.60
Residential Land (Single-Family Lots)	94.47
Roadways Infrastructure & Public Facilities	33.35
Open Space/Conservation Areas/Parks	52.07
TOTAL	210.49

Table 2 Lot Types

LOT TYPE	UNITS
42-ft SFR Lots	476
52-ft SFR Lots	335
TOTAL	811

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

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

PURPOSE AND SCOPE

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

The predominant portion of this report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. The engineer has considered and in specific instances has relied upon, the information and documentation prepared or supplied by others to prepare this Engineer's Report.

THE DEVELOPMENT

The development will consist of 811 residential units and associated infrastructure. The development is a planned residential community consisting of 210.49 acres east of Powerline Road, north of Bradbury Road, and south of E Hinson Ave. It located entirely within the City of Haines City. The land uses and zoning for the development are RPUD (Residential Planned Unit Development). The development will be constructed in 2 phases.

CAPITAL IMPROVEMENTS

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

There will be stormwater structures and conveyance culverts within the CIP, which will outfall into the various on-site stormwater ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system (including lift station) are also included in the CIP. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District. Installation of streetlights and the incremental cost of undergrounding of power within the public rights-of-way or easements will be funded by the District. The recreational areas will have connectivity via sidewalks to the other portions of the District. The recreational areas will be accessed by the public roadways and sidewalks.

CAPITAL IMPROVEMENT PLAN COMPONENTS

The CIP for the District includes the following:

Stormwater Management Facilities

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

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C0380G, dated 12/22/2016, demonstrates that the property is located within Flood Zone A, AH, and X. The 100-year flood volumes will be compensated as required the County and FEMA.

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

Public Roadways

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

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

Water and Wastewater Facilities

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

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

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

Off-Site Improvements

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

Amenities and Parks

The District will provide funding for an amenity center that is open to the residents and the public, consistent with rates, rules and policies to be adopted by the District, and to include the following: parking areas, restroom facilities, pool, all-purpose playfields, and walking trails to provide connectivity to the various amenity centers within the CDD. In addition, there will be passive parks throughout the development, which will include benches and walking trails.

Electric Utilities and Lighting

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund the incremental cost of undergrounding of the electric conduits, transformer/cabinet pads, and electric manholes required by Duke Energy, with Duke Energy providing underground electrical service to the development. The CDD presently intends to fund the cost to purchase and install the street lighting along the internal roadways within the CDD. District will retain ownership of the electric distribution system and streetlights and electrical service will be provided by Duke Energy.

Entry Feature

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

Miscellaneous

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

Permitting

Construction permits for all phases are required and include the County, SWFWMD ERP, FDEP. Following is a summary of required permits obtained or pending approval for the construction of the public infrastructure improvements for the District:

Table 3 Permits/Approvals

Permits/Approvals	Approval/Expected Date
Zoning Approval	Residential Planned Unit Development (RPUD)
Preliminary Plat	To be obtained
SWFWMD ERP	To be obtained
Construction Permits	To be obtained
FDEP Sanitary Sewer General Permit	To be obtained
FDEP Water Distribution General Permit	To be obtained
FDEP NOI	To be obtained

RECOMMENDATION

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

function so long as the construction and installation are in substantial conformance with the design construction plans and regulatory permits.

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

REPORT MODIFICATION

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

SUMMARY AND CONCLUSION

The improvements as outlined are necessary for the functional development of the entire project. The project is being designed in accordance with current government regulatory requirements. The project will serve its intended function provided the construction is in substantial compliance with the design. Items of construction for the project are based upon current development plans.

ENGINEER'S CERTIFICATION

It is our professional opinion that the public infrastructure costs for the CIP provided in this report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District and the value is at least the same as the costs for said improvements.

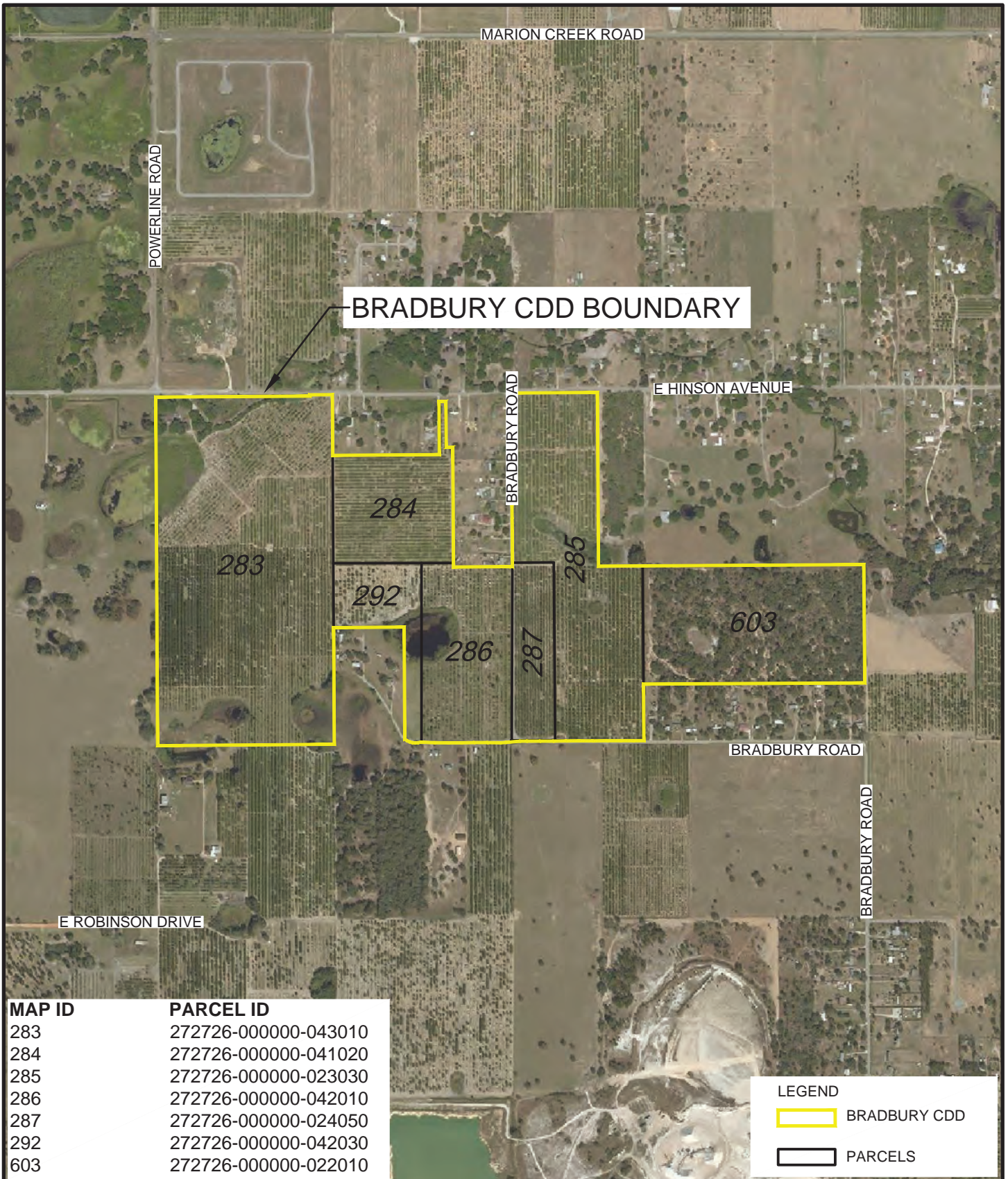
The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the county. However, labor market, future costs of equipment; materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

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

I hereby certify that the foregoing is a true and correct copy of the engineer's report for Bradbury Community Development District.



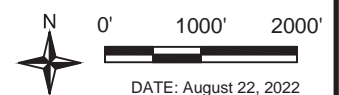
Reinardo Malavé, P.E.
Florida License No. 31588



SECT 26, T27S, R27E

EXHIBIT 1 - LOCATION AND BOUNDARY MAP BRADBURY CDD

APPROX. CDD BOUNDARY
AREA - 210.49 ± AC.



DESCRIPTION: (Per Title Commitment)

A parcel of land lying in the South 1/2 of Section 26, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 26, run thence along the East line of the Northeast 1/4 of said Section 26, S 00°22'49" E, a distance of 2650.58 feet to the East 1/4 corner of said Section 26; thence along the East line of the Southeast 1/4 of said Section 26, S 00°26'32" E, a distance of 1323.79 feet to the POINT OF BEGINNING; thence continue along said East line, S 00°26'32" E, a distance of 887.79 feet to the North line of the South 436.00 feet of said Southeast 1/4; thence along said North line, S 89°41'33" W, a distance of 1661.58 feet to the West line of the East 1/4 of the Southwest 1/4 of said Southeast 1/4; thence along said West line, S 00°21'28" E, a distance of 424.79 feet to the Northerly Maintained Right of Way of Bradbury Road, according to said Map Book 5, Pages 223 through 229; thence along said Northerly Maintained Right of Way the following ten (10) courses: 1) N 89°44'05" W, a distance of 78.93 feet; 2) S 89°41'33" W, a distance of 100.00 feet; 3) N 89°44'05" W, a distance of 100.00 feet; 4) S 89°07'10" W, a distance of 100.00 feet; 5) N 89°44'05" W, a distance of 100.00 feet; 6) S 89°41'33" W, a distance of 100.00 feet; 7) S 89°07'10" W, a distance of 100.00 feet; 8) S 89°41'33" W, a distance of 100.00 feet; 9) N 89°44'05" W, a distance of 100.00 feet; 10) S 89°41'33" W, a distance of 50.00 feet; thence departing said Northerly Maintained Right of Way and traversing across said Bradbury Road into the Southwest 1/4 of said Section 26, S 84°53'40" W, a distance of 108.79 feet to the Northerly Maintained Right of Way of East Robinson Drive, according to the Polk County Maintained Right of Way Map of East Robinson Drive, recorded in Map Book 1, Page 218 of said Public Records; thence along said Northerly Maintained Right of Way the following eight (8) courses: 1) S 85°50'06" W, a distance of 37.44 feet; 2) N 89°11'44" W, a distance of 100.02 feet; 3) N 89°46'07" W, a distance of 100.00 feet; 4) S 89°05'08" W, a distance of 100.00 feet; 5) S 89°39'31" W, a distance of 100.00 feet; 6) N 89°11'44" W, a distance of 100.02 feet; 7) N 88°03'03" W, a distance of 100.08 feet; 8) Westerly, 126.81 feet along the arc of a non-tangent curve to the right having a radius of 131.53 feet and a central angle of 55°14'16" (chord bearing N 79°26'43" W, 121.95 feet) to the East line of the West 529.63 feet of the Southeast 1/4 of said Southwest 1/4; thence along said East line, thence N 00°18'10" W, a distance of 841.64 feet to the North line of the South 875.63 feet of the Southeast 1/4 of said Southwest 1/4; thence along said North line, S 89°33'00" W, a distance of 529.63 feet to the West line of the Southeast 1/4 of said Southwest 1/4; thence along said West line, S 00°18'10" E, a distance of 875.63 feet to the South line of said Southwest 1/4; thence along said South line, S 89°33'00" W, a distance of 1326.78 feet to the Southwest corner of said Section 26; thence along the West line of said Southwest 1/4, N 00°17'55" W, a distance of 2616.51 feet to the Southerly Right of Way of Hinson Avenue, according to Official Records Book 936, Page 374 of said Public Records; thence along said Southerly Right of Way the following three (3) courses: 1) along a line 35.00 feet South of and parallel with the North line of said Southwest 1/4, N 89°40'02" E, a distance of 1156.58 feet to a line 170.00 feet West of and parallel with the East line of the Northwest 1/4 of said Southwest 1/4; 2) along said parallel line, N 00°18'10" W, a distance of 10.00 feet to a line 25.00 feet South of and parallel with said North line; 3) along said parallel line, N 89°40'02" E, a distance of 170.00 feet to said East line of the Northwest 1/4 of said Southwest 1/4; thence departing said South Right of Way and along said East line, S 00°18'10" E, a distance of 455.00 feet to a line 480.00 feet South of and parallel with said North line; thence along said parallel line, N 89°40'02" E, a distance of 800.00 feet to a line 800.00 feet East of and parallel with said East line; thence along said parallel line, N 00°18'10" W, a distance of 400.00 feet to the Southerly Right of Way of Hinson Avenue, according to Official Records Book 902, Page 134 of said Public Records; thence along said Southerly Right of Way, being 80.00 feet South of and parallel with said North line, N 89°40'02" E, a distance of 52.08 feet to a line 474.50 feet West of and parallel with the East line of said Southwest 1/4; thence along said parallel line, S 00°18'25" E, a distance of 345.00 feet to a line 425.00 feet South of and parallel with said North line; thence along said parallel line, N 89°40'02" E, a distance of 49.50 feet to a line 425.00 feet West of and parallel with said East line; thence along said parallel line, S 00°18'25" E, a distance of 898.47 feet to the South line of the North 1/2 of said Southwest 1/4; thence N 89°36'31" E, a distance of 425.00 feet to said East line; thence along the South line of the North 1/2 of aforesaid Southeast 1/4, N 89°39'30" E, a distance of 17.41 feet to the Easterly Maintained Right of Way of Bradbury Road, according to said Map Book 5, Pages 223 through 229; thence along said Easterly Maintained Right of Way the following eleven (11) courses: 1) N 00°15'57" E, a distance of 58.91 feet; 2) N 00°18'25" W, a distance of 200.00 feet; 3) N 00°52'48" W, a distance of 100.00 feet; 4) N 00°18'25" W, a distance of 100.00 feet; 5) N 00°52'48" W, a distance of 200.01 feet; 6) N 00°18'25" W, a distance of 100.00 feet; 7) N 00°52'48" W, a distance of 100.00 feet; 8) N 00°18'25" W, a distance of 100.00 feet; 9) N 00°52'48" W, a distance of 100.00 feet; 10) N 00°18'25" W, a distance of 100.00 feet; 11) N 00°45'55" W, a distance of 144.13 feet to the South Right of Way of Hinson Avenue, according to Official Records Book 1434, Page 257; thence along said South Right of Way, being a line 20.00 feet South of and parallel with the North line of said Southeast 1/4, N 89°39'37" E, a distance of 651.49 feet to the East line of the West 1/2 of the Northwest 1/4 of said Southeast 1/4; thence along said East line, S 00°20'27" E, a distance of 1303.23 feet to aforesaid South line of the North 1/2 of the Southeast 1/4 of Section 26; thence along said South line, N 89°40'35" E, a distance of 1992.32 feet to the POINT OF BEGINNING.

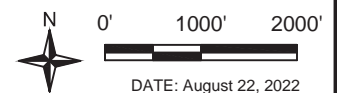
LESS AND EXCEPT existing road rights-of-way.

Altogether containing 210.491± acres.

SECT 26, T27S, R27E

APPROX. CDD BOUNDARY
AREA - 210.49 ± AC.

EXHIBIT 2 - LEGAL DESCRIPTION BRADBURY CDD

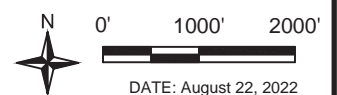


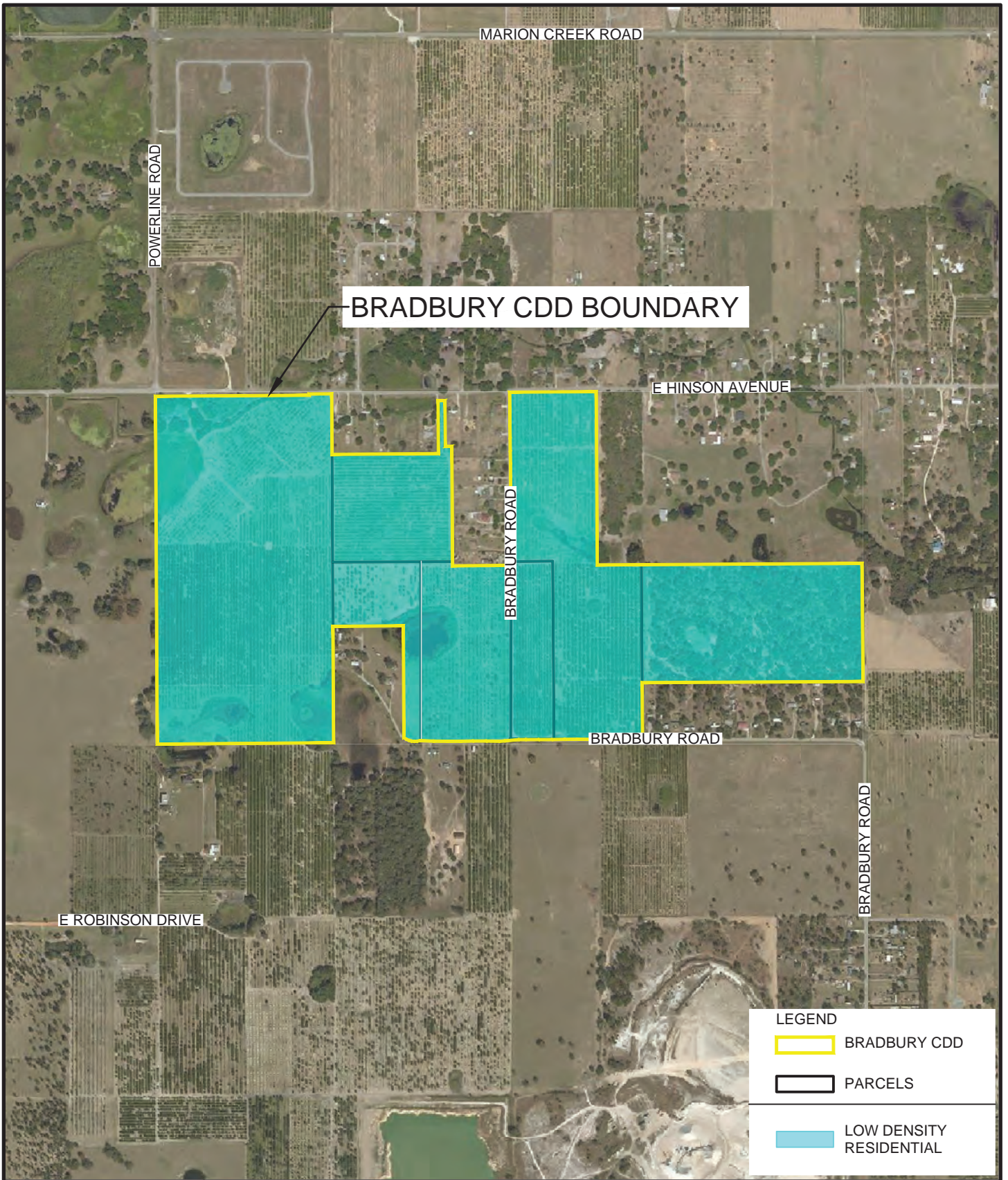


SECT 26, T27S, R27E

APPROX. CDD BOUNDARY
AREA - 210.49 ± AC.

EXHIBIT 4 - ZONING MAP BRADBURY CDD

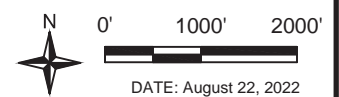


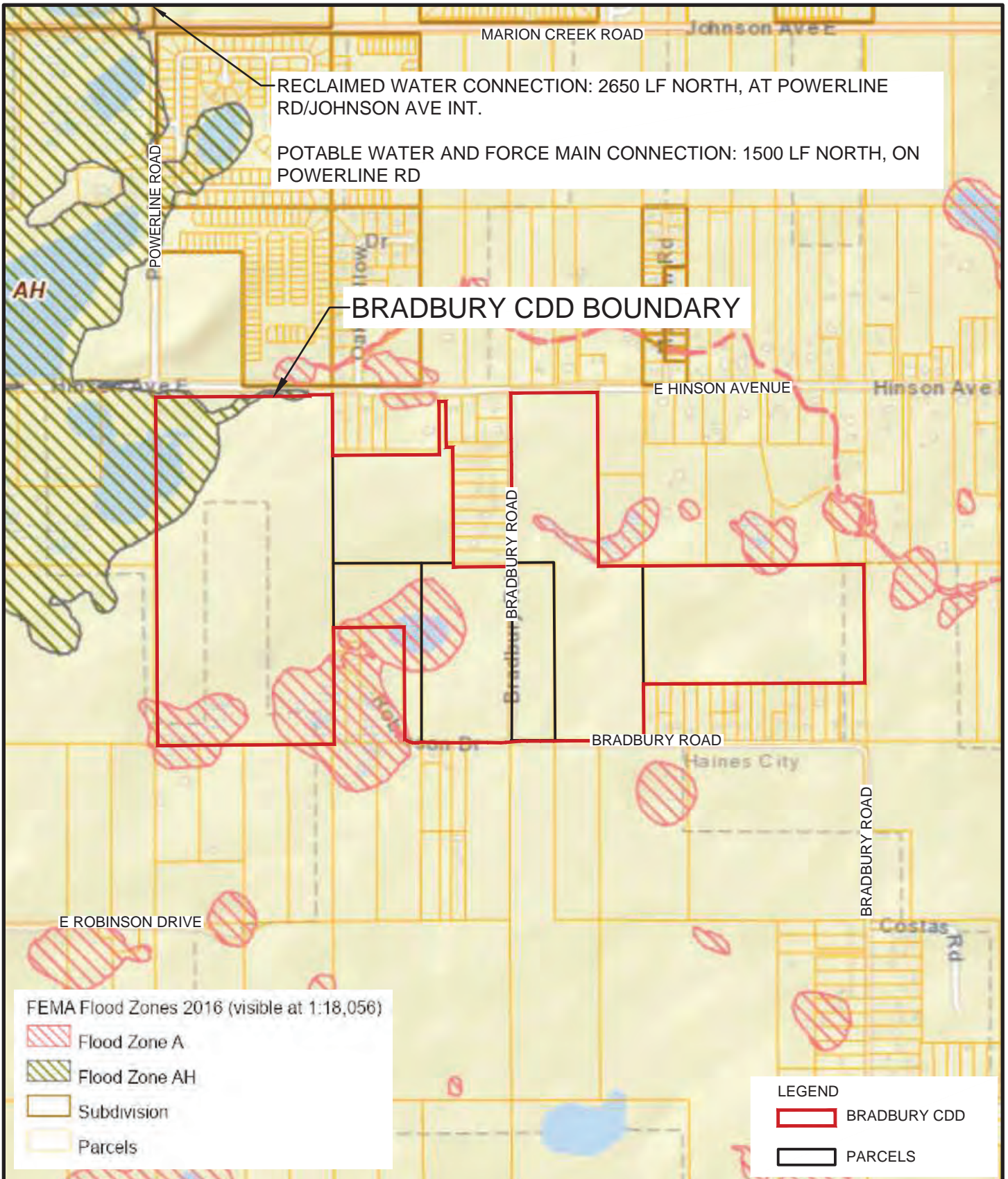


SECT 26, T27S, R27E

EXHIBIT 5 - FUTURE LAND USE MAP BRADBURY CDD

APPROX. CDD BOUNDARY
AREA - 210.49 ± AC.





SECT 26, T27S, R27E

EXHIBIT 6 - DRAINAGE AND UTILITIES BRADBURY CDD

APPROX. CDD BOUNDARY
AREA - 210.49 ± AC.

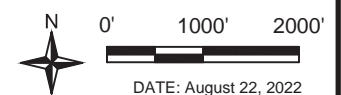


Exhibit 7A
Summary of Proposed District Facilities

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Haines City	District Bonds	City of Haines City
Street Lighting/Conduit	District	District	District Bonds	Duke Energy
Road Construction	District	District	District Bonds	District
Parks & Amenities	District	District	District Bonds	District
Offsite Improvements	District	Polk County	District Bonds	Polk County

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

** District will fund undergrounding of electrical conduit

***District will fund street lighting maintenance services

Bradbury CDD - Exhibit 7B					
<u>Infrastructure</u> (1)					Subtotals
Construction Timeline: 2022-2023					
Number of Lots				811	
LF Roadway	<u>LF Cost</u>	<u>Lot Cost</u>	<u>Misc</u>	28966	
Roadway Length in Miles				5.49	
Offsite Improvements (5)(7)(10)	\$ 115.00				\$ 3,331,090.00
Stormwater Management (2)(3)(5)(6)(7)(10)					\$ 4,344,900.00
Mass Grading and Master Stormwater Drainage	\$ 65.00			\$ 1,882,790.00	
Roadway Drainage	\$ 85.00			\$ 2,462,110.00	
Utilities (Water, Sewer, & Reuse) (5)(7)(9)(10)					\$ 5,758,710.00
Water	\$ 55.00			\$ 1,593,130.00	
Reuse	\$ 45.00			\$ 1,303,470.00	
Gravity Sewer	\$ 85.00			\$ 2,462,110.00	
Lift Station & Force mains			\$ 400,000.00	\$ 400,000.00	
Electrical (5)(7)(9)(10)					\$ 1,732,090.00
Street Lighting	\$ 15.00			\$ 434,490.00	
Electrical Distribution		\$ 1,600.00		\$ 1,297,600.00	
Roadway (4)(5)(7)(10)	\$ 150.00				\$ 4,344,900.00
Entry Feature (7)(8)(9)(10)			\$ 200,000.00		\$ 200,000.00
Parks and Amenities (7)(10)		\$ 2,000.00			\$ 1,622,000.00
SUBTOTAL CONSTRUCTION					\$ 21,333,690.00
General Consulting (Engr & Legal) @ 10%					\$ 2,133,369.00
Contingency @ 10%					\$ 2,346,705.90
TOTAL					\$ 25,813,764.90

8/24/2022

Notes:

- (1) Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, 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 home construction, which will be provided by home builder.
- (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, and civil/site engineering.
- (5) Includes subdivision infrastructure and civil/site engineering.
- (6) Stormwater does not include grading associated with building pads.
- (7) Estimates are based on 2022 cost.
- (8) Includes entry features, signage, hardscape, landscape, irrigation and fencing.
- (9) CDD will enter into a Lighting Agreement with Duke Energy for the lighting service. Includes only the incremental cost of undergrounding.
- (10) Estimates based on 811 lots.
- (11) The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).



SONS SUBDIVISION LOT SUMMARY				
PHASE	LOT WIDTH			TOTAL
	42	52	60	
PHASE 1	264	222		486
PHASE 2	212	113		325
TOTAL	476	335	0	811

NO.	DATE	REVISION

DATE: **November 2, 2021** JOB #: 00844/0034

(813) 221-1516 TEL. 1000 N. ASHLEY DRIVE, SUITE 925
(813) 344-0100 FAX C.A. NO. 28358 TAMPA, FLORIDA 33602

SECTION VII

Prepared By and Return To

Roy Van Wyk, Esq.
KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT
(PHASE 1 AND PHASE 2 PROJECT IMPROVEMENTS)**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made and entered as of this ____ day of February 2023, by and between **CH DEV BRADBURY, LLC**, a Florida limited liability company, whose mailing address is 346 East Central Avenue, Winter Haven, Florida 33880 (**“Grantor”**) in favor of **BRADBURY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (**“Grantee”** or the **“District”**) (Grantor and Grantee are sometimes together referred to herein as the **“Parties”**, and separately as the **“Party”**).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of that certain parcel of real property located in the City of Haines City, Florida being more particularly described in **Exhibit “A”** attached hereto, and by this reference incorporated herein (collectively, the **“Easement Area”**); and

WHEREAS, Grantee intends to complete within the Easement Area, the design, installation and construction of roadway improvements, water, stormwater management facilities, sanitary sewer utilities, signage, neighborhood parks, recreational facilities and other improvements as authorized by law (collectively, the **“Improvements”**); and

WHEREAS, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements, until either construction of the Improvements is completed, the Grantee acquires the Easement Area, or a plat is recorded which encompasses the Easement Area, whichever occurs first.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **TEMPORARY CONSTRUCTION EASEMENT.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “**Easement**”).

3. **TERM OF EASEMENT.** Upon the earlier of (i) the completion of all Improvements and the acceptance of such by the District’s Board of Supervisors, or (ii) recordation of a release of the Easement in the Public Records of Polk County, Florida, or (iii) upon recordation of a plat including the Easement Area, then this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easement granted herein. Should the Grantee acquire the Easement Area from the Grantor prior to the occurrence of events (i), (ii) and (iii) enumerated herein, this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately vest in the Grantee, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area.

4. **INSURANCE AND INDEMNITY.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, *Florida Statutes*, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee’s construction activities within the Easement Area.

5. **OBLIGATIONS OF GRANTOR AND GRANTEE.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither Party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, *Florida Statutes*, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising

out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

6. **BENEFICIARIES OF EASEMENT RIGHTS.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.

7. **AMENDMENTS AND WAIVERS.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Polk County, Florida, except as provided in Section 3 of this Agreement. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. **NOTICES.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

9. **USE OF EASEMENT AREA.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

10. **LIENS.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **EFFECTIVE DATE.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

12. **MISCELLANEOUS.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion

thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Polk County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

[Signatures contained on following pages]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

“GRANTOR”

Signed, sealed and delivered
in the presence of:

CH DEV BRADBURY, LLC, a Florida
limited liability company

Print Name:_____

By: Albert B. Cassidy
Its: Manager

Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of February 2023, by Albert B. Cassidy, as Manager of CH Dev
Bradbury, LLC, on behalf of the company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[Continue onto next page]

“GRANTEE”

**BRADBURY COMMUNITY
DEVELOPMENT DISTRICT**, a local unit
of special-purpose government established
pursuant to Chapter 190, *Florida Statutes*

Signed, sealed and delivered
in the presence of:

Print Name: _____

Vice/Chairperson, Board of Supervisors

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of February 2023, by _____, as Vice/Chairperson of the
Board of Supervisors of the Bradbury Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[Continue onto next page]

EXHIBIT A

A parcel of land lying in the South 1/2 of Section 26, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 26, run thence along the East line of the Northeast 1/4 of said Section 26, S 00°22'49" E, a distance of 2650.58 feet to the East 1/4 corner of said Section 26; thence along the East line of the Southeast 1/4 of said Section 26, S 00°26'32" E, a distance of 1323.79 feet to the POINT OF BEGINNING; thence continue along said East line, S 00°26'32" E, a distance of 887.79 feet to the North line of the South 436.00 feet of said Southeast 1/4; thence along said North line, S 89°41'33" W, a distance of 1661.58 feet to the West line of the East 1/4 of the Southwest 1/4 of said Southeast 1/4; thence along said West line, S 00°21'28" E, a distance of 424.79 feet to the Northerly Maintained Right of Way of Bradbury Road, according to said Map Book 5, Pages 223 through 229; thence along said Northerly Maintained Right of Way the following ten (10) courses: 1) N 89°44'05" W, a distance of 78.93 feet; 2) S 89°41'33" W, a distance of 100.00 feet; 3) N 89°44'05" W, a distance of 100.00 feet; 4) S 89°07'10" W, a distance of 100.00 feet; 5) N 89°44'05" W, a distance of 100.00 feet; 6) S 89°41'33" W, a distance of 100.00 feet; 7) S 89°07'10" W, a distance of 100.00 feet; 8) S 89°41'33" W, a distance of 100.00 feet; 9) N 89°44'05" W, a distance of 100.00 feet; 10) S 89°41'33" W, a distance of 50.00 feet; thence departing said Northerly Maintained Right of Way and traversing across said Bradbury Road into the Southwest 1/4 of said Section 26, S 84°53'40" W, a distance of 108.79 feet to the Northerly Maintained Right of Way of East Robinson Drive, according to the Polk County Maintained Right of Way Map of East Robinson Drive, recorded in Map Book 1, Page 218 of said Public Records; thence along said Northerly Maintained Right of Way the following eight (8) courses: 1) S 85°50'06" W, a distance of 37.44 feet; 2) N 89°11'44" W, a distance of 100.02 feet; 3) N 89°46'07" W, a distance of 100.00 feet; 4) S 89°05'08" W, a distance of 100.00 feet; 5) S 89°39'31" W, a distance of 100.00 feet; 6) N 89°11'44" W, a distance of 100.02 feet; 7) N 88°03'03" W, a distance of 100.08 feet; 8) Westerly, 126.81 feet along the arc of a non-tangent curve to the right having a radius of 131.53 feet and a central angle of 55°14'16" (chord bearing N 79°26'43" W, 121.95 feet) to the East line of the West 529.63 feet of the Southeast 1/4 of said Southwest 1/4; thence along said East line, thence N 00°18'10" W, a distance of 841.64 feet to the North line of the South 875.63 feet of the Southeast 1/4 of said Southwest 1/4; thence along said North line, S 89°33'00" W, a distance of 529.63 feet to the West line of the Southeast 1/4 of said Southwest 1/4; thence along said West line, S 00°18'10" E, a distance of 875.63 feet to the South line of said Southwest 1/4; thence along said South line, S 89°33'00" W, a distance of 1326.78 feet to the Southwest corner of said Section 26; thence along the West line of said Southwest 1/4, N 00°17'55" W, a distance of 2616.51 feet to the Southerly Right of Way of Hinson Avenue, according to Official Records Book 936, Page 374 of said Public Records; thence along said Southerly Right of Way the following three (3) courses: 1) along a line 35.00 feet South of and parallel with the North line of said Southwest 1/4, N 89°40'02" E, a distance of 1156.58 feet to a line 170.00 feet West of and parallel with the East line of the Northwest 1/4 of said Southwest 1/4; 2) along said parallel line, N 00°18'10" W, a distance of 10.00 feet to a line 25.00 feet South of and parallel with said North line; 3) along said parallel line, N 89°40'02" E, a distance of 170.00 feet to said East line of the Northwest 1/4 of said Southwest 1/4; thence departing said South Right of Way and along said East line, S 00°18'10" E, a distance of 455.00 feet to a line 480.00 feet South of and parallel with said North line; thence along said parallel line, N 89°40'02" E, a distance of 800.00 feet to a line 800.00 feet East of and parallel with said East line; thence along said parallel line, N

00°18'10" W, a distance of 400.00 feet to the Southerly Right of Way of Hinson Avenue, according to Official Records Book 902, Page 134 of said Public Records; thence along said Southerly Right of Way, being 80.00 feet South of and parallel with said North line, N 89°40'02" E, a distance of 52.08 feet to a line 474.50 feet West of and parallel with the East line of said Southwest 1/4; thence along said parallel line, S 00°18'25" E, a distance of 345.00 feet to a line 425.00 feet South of and parallel with said North line; thence along said parallel line, N 89°40'02" E, a distance of 49.50 feet to a line 425.00 feet West of and parallel with said East line; thence along said parallel line, S 00°18'25" E, a distance of 898.47 feet to the South line of the North 1/2 of said Southwest 1/4; thence N 89°36'31" E, a distance of 425.00 feet to said East line; thence along the South line of the North 1/2 of aforesaid Southeast 1/4, N 89°39'30" E, a distance of 17.41 feet to the Easterly Maintained Right of Way of Bradbury Road, according to said Map Book 5, Pages 223 through 229; thence along said Easterly Maintained Right of Way the following eleven (11) courses: 1) N 00°15'57" E, a distance of 58.91 feet; 2) N 00°18'25" W, a distance of 200.00 feet; 3) N 00°52'48" W, a distance of 100.00 feet; 4) N 00°18'25" W, a distance of 100.00 feet; 5) N 00°52'48" W, a distance of 200.01 feet; 6) N 00°18'25" W, a distance of 100.00 feet; 7) N 00°52'48" W, a distance of 100.00 feet; 8) N 00°18'25" W, a distance of 100.00 feet; 9) N 00°52'48" W, a distance of 100.00 feet; 10) N 00°18'25" W, a distance of 100.00 feet; 11) N 00°45'55" W, a distance of 144.13 feet to the South Right of Way of Hinson Avenue, according to Official Records Book 1434, Page 257; thence along said South Right of Way, being a line 20.00 feet South of and parallel with the North line of said Southeast 1/4, N 89°39'37" E, a distance of 651.49 feet to the East line of the West 1/2 of the Northwest 1/4 of said Southeast 1/4; thence along said East line, S 00°20'27" E, a distance of 1303.23 feet to aforesaid South line of the North 1/2 of the Southeast 1/4 of Section 26; thence along said South line, N 89°40'35" E, a distance of 1992.32 feet to the POINT OF BEGINNING.

LESS AND EXCEPT existing road rights-of-way.

Altogether containing 210.491± acres.

SECTION VIII

SECTION C

SECTION 1

Bradbury Community Development District

Summary of Check Register

December 28, 2022 to February 14, 2023

Fund	Date	Check No.'s		Amount
General Fund	12/29/22	18-24	\$	1,668.80
	1/12/23	25	\$	335.30
	1/24/23	26-28	\$	600.00
	1/31/23	29-32	\$	13,294.30
	2/6/23	33-34	\$	291,814.15
	2/13/23	35	\$	713.90
Total Amount			\$	308,426.45

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	#
12/29/22	00006	11/16/22	AR111620 202211 310-51300-11000 SUPERVISOR FEES 11/16/22		ANDREW RHINEHART	*	200.00	200.00	000018
12/29/22	00009	11/16/22	CC111620 202211 310-51300-11000 SUPERVISOR FEES 11/16/22		CHUCK CAVARETTA	*	200.00	200.00	000019
12/29/22	00010	11/16/22	DA111620 202211 310-51300-11000 SUPERVISOR FEES 11/16/22		DANIEL ARNETTE	*	200.00	200.00	000020
12/29/22	00012	11/14/22	2201893- 202210 310-51300-31100 ENGINEER SERVICE - OCT 22		DEWBERRY ENGINEERS INC.	*	255.00	255.00	000021
12/29/22	00005	12/12/22	5101 202211 310-51300-31500 GENERAL COUNSEL - NOV 22		KE LAW GROUP	*	278.50	278.50	000022
12/29/22	00001	11/30/22	00050963 202211 310-51300-48000 NOT OF BOS MTG - 11/16/22		CA FLORIDA HOLDINGS, LLC	*	335.30	335.30	000023
12/29/22	00008	11/16/22	RH111620 202211 310-51300-11000 SUPERVISOR FEES 11/16/22		RENNIE HEATH	*	200.00	200.00	000024
1/12/23	00001	12/31/22	00051785 202212 310-51300-48000 NOT OF BOS MTG - 01/03/23		CA FLORIDA HOLDINGS, LLC	*	335.30	335.30	000025
1/24/23	00009	1/03/23	CC010320 202301 310-51300-11000 SUPERVISOR FEES 01/03/23		CHUCK CAVARETTA	*	200.00	200.00	000026
1/24/23	00010	1/03/23	DA010320 202301 310-51300-31100 SUPERVISOR FEES 01/03/23		DANIEL ARNETTE	*	200.00	200.00	000027
1/24/23	00007	1/03/23	LS010320 202301 310-51300-11000 SUPERVISOR FEES 01/03/23		LAUREN SCHWENK	*	200.00	200.00	000028
1/31/23	00012	12/12/22	2215055 202211 310-51300-31100 ENGINEER SERVICE - NOV 22		DEWBERRY ENGINEERS INC.	*	840.00	840.00	000029

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/13/23	00015	12/31/22 021472	202302 300-20700-10200		*	713.90	
		SER24 FR#2		ABSOLUTE ENGINEERING INC.			713.90 000035

						TOTAL FOR BANK A	308,426.45
						TOTAL FOR REGISTER	308,426.45

SECTION 2

Bradbury
Community Development District

Unaudited Financial Reporting
January 31, 2023



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund</u>
3	<u>Capital Projects Fund</u>
4	<u>Month to Month</u>

Bradbury
Community Development District
Combined Balance Sheet
January 31, 2023

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
Cash	\$ 304,078	\$ -	\$ 304,078
Due from Developer	\$ -	\$ 714	\$ -
Total Assets	\$ 304,078	\$ 714	\$ 304,078
Liabilities:			
Accounts Payable	\$ 291,814	\$ -	\$ 291,814
Contracts Payable	\$ -	\$ 714	\$ -
Total Liabilites	\$ 291,814	\$ 714	\$ 291,814
Fund Balance:			
Unassigned	\$ 12,264	\$ -	\$ 12,264
Total Fund Balances	\$ 12,264	\$ -	\$ 12,264
Total Liabilities & Fund Balance	\$ 304,078	\$ 714	\$ 304,078

Bradbury
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2023

	Adopted Budget	Prorated Budget Thru 01/31/23	Actual Thru 01/31/23	Variance
<u>Revenues:</u>				
Developer Contributions	\$ 188,770	\$ 25,000	\$ 25,000	\$ -
Total Revenues	\$ 188,770	\$ 25,000	\$ 25,000	\$ -
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 4,000	\$ 2,000	\$ 2,000
Engineering	\$ 15,000	\$ 5,000	\$ 1,295	\$ 3,705
Attorney	\$ 25,000	\$ 8,333	\$ 3,177	\$ 5,157
Annual Audit	\$ 4,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ -	\$ -	\$ -
Trustee Fees	\$ 4,020	\$ -	\$ -	\$ -
Management Fees	\$ 37,500	\$ 12,500	\$ 12,500	\$ -
Information Technology	\$ 1,800	\$ 600	\$ 600	\$ -
Website Maintenance	\$ 1,200	\$ 400	\$ 2,150	\$ (1,750)
Postage & Delivery	\$ 1,000	\$ 333	\$ 191	\$ 142
Insurance	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Copies	\$ 1,000	\$ 333	\$ -	\$ 333
Legal Advertising	\$ 15,000	\$ 10,966	\$ 10,966	\$ -
Other Current Charges	\$ 5,000	\$ 1,667	\$ -	\$ 1,667
Office Supplies	\$ 625	\$ 208	\$ 43	\$ 166
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 138,770	\$ 49,516	\$ 38,097	\$ 11,420
<u>Operations & Maintenance</u>				
Playground & Furniture Lease	\$ 25,000	\$ 8,333	\$ -	\$ 8,333
Field Contingency	\$ 25,000	\$ 8,333	\$ -	\$ 8,333
Total Operations & Maintenance:	\$ 50,000	\$ 16,667	\$ -	\$ 16,667
Total Expenditures	\$ 188,770	\$ 66,183	\$ 38,097	\$ 28,086
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (13,097)	
Fund Balance - Beginning	\$ -		\$ 25,361	
Fund Balance - Ending	\$ -		\$ 12,264	

Bradbury
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2023

	Adopted Budget	Prorated Budget Thru 01/31/23	Actual Thru 01/31/23	Variance
<u>Revenues:</u>				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ 292,528	\$ (292,528)
Total Expenditures	\$ -	\$ -	\$ 292,528	\$ (292,528)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (292,528)	
<u>Other Financing Sources/(Uses):</u>				
Developer Advances	\$ -	\$ -	\$ 292,528	\$ 292,528
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 292,528	\$ 292,528
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ -	

Bradbury
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ 5,000	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	25,000
Total Revenues	\$ 5,000	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	25,000
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 800	\$ 800	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,000
Engineering	\$ 255	\$ 840	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,295
Attorney	\$ 1,038	\$ 279	\$ 1,860	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,177
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Management Fees	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	12,500
Information Technology	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	600
Website Maintenance	\$ -	\$ 1,750	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,150
Postage & Delivery	\$ 28	\$ 12	\$ 109	\$ 43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	191
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Copies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Legal Advertising	\$ 10,296	\$ 335	\$ 335	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10,966
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Office Supplies	\$ -	\$ 3	\$ 3	\$ 37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	43
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative	\$ 20,716	\$ 7,143	\$ 5,432	\$ 4,804	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	38,097
<u>Operations & Maintenance</u>													
Playground & Furniture Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Operations & Maintenance:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Expenditures	\$ 20,716	\$ 7,143	\$ 5,432	\$ 4,804	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	38,097
Excess (Deficiency) of Revenues over Expenditures	\$ (15,716)	\$ (7,143)	\$ (5,432)	\$ 15,196	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(13,097)

SECTION 3

Bradbury
Community Development District

Funding Request #2
January 4, 2023

Bill to: CH Dev Bradbury, LLC

General Fund
FY2023

1	Operations & Maintenance Funding	\$	20,000.00
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\$ 20,000.00

Total: \$ 20,000.00

Please make check payable to:

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